

RESOLUTION NO. 2022- 30

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AN EASEMENT FOR UTILITIES FOR INSTALLATION OF A RECLAIMED WATER AND SEWER FORCE MAIN NEAR THE INTERSECTION OF A1A NORTH AND PALM VALLEY ROAD.**

**RECITALS**

**WHEREAS**, IMA Ponte Vedra, Ltd. has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for installation of a reclaimed water and sewer force main near the intersection of A1A North and Palm Valley Road; and

**WHEREAS**, the St. Johns County Utility Department has completed construction of The Players Club Water Reclamation Facility (WRF), a new regional wastewater treatment plant in Ponte Vedra. The Players Club WRF is a 100% reclaimed water facility, providing advanced wastewater treatment to serve the residents of Ponte Vedra and provide reclaimed water to several golf courses and the environment. The Players Club WRF will consolidate several outdated wastewater treatment facilities in the area and will replace the nearby Inlet Beach and Sawgrass treatment plants; and

**WHEREAS**, in order to abandon the treatment processes at the Sawgrass treatment plant, two pipelines connecting the new Players Club facility to Sawgrass need to be installed. These pipelines will convey the wastewater from Sawgrass to Players Club, and highly treated reclaimed water will be pumped back to Sawgrass to supply irrigation water to the Sawgrass golf course; and

**WHEREAS**, it is in the best interest of the County to accept this Easement for Utilities for the health, safety and welfare of the citizens located within this service area.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

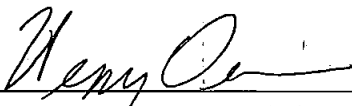
Section 2. The above-described Easement for Utilities, attached and incorporated hereto, is accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.


PASSED AND ADOPTED this 1<sup>st</sup> day of February, 2022.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By:   
Henry Dean, Chair

**ATTEST:**

Brandon J. Patty  
Clerk of the Circuit Court & Comptroller

By:   
Deputy Clerk



RENDITION DATE 2/3/22

EXHIBIT "A" TO RESOLUTION

Prepared By:  
St. Johns County  
Real Estate Department  
500 San Sebastian View  
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by **IMA PONTE VEDRA, LTD**, with an address of 2151 S. LeJeune Road, Suite 202,  
Coral Gables, FL 33134, hereinafter called "Grantor" to **ST. JOHNS COUNTY,  
FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis  
Speedway, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good  
and valuable consideration; the receipt and sufficiency of which is hereby acknowledged,  
Grantor agrees as follows:

1. Grantor does hereby grant, bargain, alien, remise, release, convey and  
confirm unto Grantee a non-exclusive permanent easement and right-of-way to install,  
construct, operate, maintain, repair, replace and remove pipes and mains constituting the  
underground, water distribution system, gravity sewer collection system, lift stations &  
sewer force mains, reuse and all other equipment and appurtenances as may be necessary  
or convenient for the operation of the underground water and sewer utility services  
(hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the  
real property described on Exhibit A and Exhibit B attached hereto (the "Easement Area");  
together with rights of ingress and egress to access the Easement Area as necessary for the  
use and enjoyment of the easement herein granted. The location of the ingress and egress  
area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This  
easement is for water and/or sewer utility services only and does not convey any right to  
install other utilities such as cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the  
purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby  
has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens  
and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to  
grant to others the right to use and occupy (i) the surface and air space over the Easement  
Area for any purpose which is consistent with the rights herein granted to Grantee; and  
(ii) subsurface of the Easement Area for other utility services or other purposes which do

not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of the commercial improvements constructed upon the property owned by Grantor.

2. (a) **WATER SYSTEM** - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) **PUMP STATION & SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", and include maintenance of sewer service laterals up to the nearest cleanout and five feet outside the building's exterior wall; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal. Grantee shall be responsible for restoration, to its original condition, any sod, landscaping, any on-site utilities including electrical, irrigation piping and controls, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. Ponte Vedra Pointe, Ltd. provided Intercoastal Utilities, Inc. a Grant of Easement dated January 12, 1989, attached hereto as Exhibit "C", and by reference incorporated herein. The Circuit Court, Seventh Judicial Circuit, in and for St. Johns County, Florida, entered a Stipulated Order of Taking and Final Judgment, recorded in Official Records Book 3021, Page 561, which conveyed to St. Johns County title to all real property and interests, whether recorded in the public records or not, owned, used, controlled by, or available to, Intercoastal Utilities, Inc. relating to, or in conjunction with the operation of the Utility System, or the provision of water or wastewater services.

5. This Grant of Easement shall supersede only that portion of the Intercoastal Utilities, Inc. Grant of Easement that relates to the property described in Exhibit "A".

6. This Grant of Easement shall inure to the benefit of, be binding of, and be binding upon Grantee and its successors and assigns.

7. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

<Signature Page to Follow>

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

IMA PONTE VEDRA, LTD  
BY: IMA PONTE VEDRA, INC.

[Signature]  
Witness  
MARISOL Belcher  
Print Name

By: [Signature]  
Print Name: Daniel Baumgard  
Title: Director

[Signature]  
Witness  
L. Marreno  
Print Name

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20<sup>th</sup> day of December, 2021, by Daniel Baumgard, Director of IMA Ponte Vedra, Inc. as General Partner for IMA Ponte Vedra, Ltd. who is personally known to me or has produced A/A as identification.



SUZANNE ELEFTHERY  
Commission # GG 907852  
Expires September 20, 2023  
Bonded Thru Budget Notary Services

Suzanne Elefthery  
Notary Public  
My commission expires: September 20, 2023

EXHIBIT "A"  
EASEMENT AREA

A 20-foot easement for utilities lying 10 feet on each side of the physical location of the water and sewer lines and associated equipment lying within the following described property:

A portion of Government Lots 1, 2 and 3; Section 3, together with a portion of the Christina Hill Grant, Section 70, all in Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the southeasterly right-of-way line of Palm Valley Road (County Road No. C-210, formerly State Road No. S-210, a 66-foot right-of-way) with the westerly right-of-way line of State Road No. A1A (Ponte Vedra By-Pass Road, formerly State Road No. S-203, a 200-foot right-of-way per S.R.D. Right-of-way Map Section 78001-2501 dated 8-17-66); thence run the following two (2) courses and distances along the last said line: COURSE NO. 1: southeasterly along and around the arc of a curve concave easterly, having a radius of 2,964.93 feet, an arc distance of 56.68 feet, said arc being subtended by a chord bearing and distance of South 06 degrees 36 minutes 59 seconds East, 56.68 feet to the point of tangency of said curve; COURSE NO. 2: South 07 degrees 09 minutes 50 seconds East, 1,552.31 feet to the POINT OF BEGINNING; thence continue South 07 degrees 09 minutes 50 seconds East, along said westerly right-of-way line of said State Road No. A1A, 388.00 feet; thence South 88 degrees 43 minutes 34 seconds West, a distance of 175.00 feet; thence South 01 degree 16 minutes 26 seconds East, a distance of 198.94 feet; thence South 88 degrees 43 minutes 34 seconds West, a distance of 314.48 feet; thence South 54 degrees 40 minutes 51 seconds West, a distance of 295.73 feet; thence North 01 degree 17 minutes 41 seconds West, a distance of 329.54 feet; thence South 88 degrees 41 minutes 07 seconds West, a distance of 197.71 feet to the southeasterly right-of-way line of Palm Valley Road (County Road No. 210, formerly State Road No. 210, a variable right-of-way); also being described and recorded in Official Records Book 786, Page 594 of the Public Records of said St. Johns County, Florida; thence northeasterly along said southeasterly right-of-way line of Palm Valley Road, run the following two (2) courses and distances: COURSE NO. 1: Northeasterly along and around the arc of a curve concave Northwesterly, having a radius of 1,401.00 feet, an arc distance of 440.61 feet; said arc being subtended by a chord bearing and distance of North 26 degrees 44 minutes 41 seconds East, 438.80 feet to the point of tangency of said curve; COURSE NO. 2: North 17 degrees 44 minutes 06 seconds East, 151.98 feet; thence North 88 degrees 43 minutes 34 seconds East, a distance of 376.90 feet; thence South 01 degree 16 minutes 26 seconds East, a distance of 110.00 feet; thence North 88 degrees 43 minutes 34 seconds East, a distance of 260.00 feet to the POINT OF BEGINNING.

Containing 11.06 acres more or less.

EXHIBIT "B"  
EASEMENT AREA

A 20-foot easement for utilities lying 10 feet on each side of the physical location of the water and sewer lines and associated equipment lying within the following described property:

A portion of Government Lots 1, 2 and 3; Section 3, together with a portion of the Christina Hill Grant, Section 70, all in Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the southeasterly right-of-way line of Palm Valley Road (County Road No. C-210, formerly State Road No. S-210, a 66-foot right-of-way) with the westerly right-of-way line of State Road No. A1A (Ponte Vedra By-Pass Road, formerly State Road no. S-203, a 200-foot right-of-way per S.R.D. Right-of-way Map Section 78001-2501 dated 8-17-66); thence run the following two (2) courses and distances along the last said line: COURSE NO. 1: southeasterly along and around the arc of a curve concave easterly, having a radius of 2,964.93 feet, an arc distance of 56.68 feet, said arc being subtended by a chord bearing and distance of South 06 degrees 36 minutes 59 seconds East, 56.68 feet to the point of tangency of said curve; COURSE NO. 2: South 07 degrees 09 minutes 50 seconds East, 1,552.31 feet to the POINT OF BEGINNING; thence continue South 07 degrees 09 minutes 50 seconds East, along said westerly right-of-way line of said State Road No. A1A, 30.16 feet; thence South 88 degrees 43 minutes 34 seconds West, a distance of 366.00 feet; thence North 01 degree 16 minutes 26 seconds West, a distance of 101.00 feet; thence South 88 degrees 43 minutes 34 seconds West, a distance of 110.00 feet; thence South 71 degrees 06 minutes 37 seconds West, a distance of 68.85 feet; thence South 88 degrees 41 minutes 07 seconds West, a distance of 119.50 feet to the southeasterly right-of-way line of Palm Valley Road (County Road No. 210, formerly State Road No. 210, a variable right-of-way); also being described and recorded in Official Records Book 786, Page 594 of the Public Records of said St. Johns County, Florida; thence northeasterly along said southeasterly right-of-way line of Palm Valley Road, North 17 degrees 44 minutes 06 seconds East, 40 feet; thence North 88 degrees 43 minutes 34 seconds East, a distance of 80.00 feet; thence North 78 degrees 06 minutes 37 seconds East, a distance of 90.00 feet; thence North 88 degrees 43 minutes 34 seconds East, a distance of 150.00 feet; thence South 01 degree 16 minutes 26 seconds East, a distance of 102.55 feet; thence North 88 degrees 43 minutes 34 seconds East, a distance of 66.65 feet; thence North 88 degrees 43 minutes 34 seconds East, a distance of 260.00 feet; to the POINT OF BEGINNING.

EXHIBIT "C"  
INTERCOASTAL UTILITIES, INC. GRANT OF EASEMENT

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 12th day of January, 1989, by and between Ponte Vedra Pointe, Ltd., a Florida partnership (Grantor), and Intercoastal Utilities, Inc., a Florida corporation (Grantee), the principal address for which is 1300 Gulf Life Dr., 6th floor, Jacksonville, Duval County, Florida.

WITNESSETH, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, said Grantor hereby gives, grants, dedicates, and conveys to Grantee, its successors and assigns forever, a non-exclusive, perpetual easement for construction, preparation, repair and maintenance of underground water and sewer lines, metering devices, manholes and related equipment in, over, under, and across that certain real property being more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

TOGETHER with the right to Grantee, its successors and assigns, of doing anything necessary, useful or convenient for the enjoyment of the easements herein granted, subject to covenants, restrictions, and easements of record, which easement the Grantor, for itself, its successors and assigns, agrees not to in any way obstruct or impede the access to or use thereof by Grantee. Grantee by acceptance of this easement agrees to return the property to its normal condition if it becomes necessary to construct, operate, repair or maintain water and/or sewer facilities upon this property.

Anything in this easement to the contrary notwithstanding, it is understood and agreed that Grantee, its successors and assigns, shall have and retain title to any pipes or lines and appurtenances installed in said easement and shall be solely responsible for the cost and expenses of maintaining same, unless damaged by Grantor or other responsible party.

The easement herein granted shall run with the land, be binding upon the Grantor, its successors and assigns, and shall inure to the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, said Grantor has hereunto caused this instrument to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Karen L. Tolds  
Carol Hardy

By: [Signature]  
Stephen R. Cissel, Vice President  
The Development Group, Inc.  
General Partner for Ponte Vedra Pointe, Ltd.

"GRANTOR"

STATE OF FLORIDA )  
                          ) ss  
COUNTY OF DUVAL )

The foregoing Grant of Easement was acknowledged before me this 16th day of January, 1989, by Stephen B. Cissel of The Development Group, Inc. a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public, State of Florida  
at Large

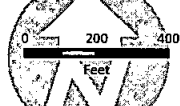
My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Aug. 30, 1990

POINTE VEDRA POINTE

A portion of Government Lot 9, Section 42, Township 3 South, Range 29 East, TOGETHER WITH a portion of Government Lots 1, 2 and 3, Section 3, TOGETHER WITH a portion of the Christina Hill Grant, Section 70, all in Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Southeasterly right-of-way line of Palm Valley Road (County Road No. C-210, formerly State Road No. S-210, a 66 foot right-of-way, as now established) with the Westerly right-of-way line of State Road No. A1A (Ponte Vedra By-Pass Road, formerly State Road No. S-203, a 200 foot right-of-way, as now established); thence Southerly, along last said line, run the following 3 courses and distances: COURSE #1: thence Southeasterly, along and around the arc of a curve concave Easterly, having a radius of 2964.93 feet, an arc distance of 56.68 feet, said arc being subtended by a chord bearing and distance of South  $06^{\circ}36'59''$  East, 56.68 feet to the point of tangency of said curve; COURSE #2: thence South  $07^{\circ}09'50''$  East, 92.43 feet to the POINT OF BEGINNING; COURSE #3: thence South  $07^{\circ}09'50''$  East, 2047.88 feet; thence South  $88^{\circ}43'34''$  West, 510.00 feet; thence South  $54^{\circ}40'51''$  West, 295.73 feet; thence North  $01^{\circ}17'41''$  West, 329.54 feet; thence South  $88^{\circ}41'07''$  West, 220.35 feet to the arc of a curve, said curve being the Southeasterly right-of-way line of said Palm Valley Road; thence Northeasterly, along last said line, run the following 3 courses and distances: COURSE #1: thence along and around the arc of said curve being concave Northwesterly, having a radius of 1383.00 feet, an arc distance of 448.61 feet, said arc being subtended by a chord bearing and distance of North  $27^{\circ}01'39''$  East, 446.64 feet to the point of tangency of said curve; COURSE #2: thence North  $17^{\circ}44'06''$  East, 1388.48 feet to the point of curvature of the curve leading Northeasterly; COURSE #3: thence along and around the arc of said curve being concave Northwesterly, having a radius of 2558.90, an arc distance of 178.99 feet, said arc being subtended by a chord bearing and distance of North  $15^{\circ}43'52''$  East, 178.95 feet to a point of reverse curvature of a curve to the right; thence along and around the arc of said curve being concave Southerly, having a radius of 25.00 feet, an arc distance of 69.42 feet, said arc being subtended by a chord bearing and distance of South  $85^{\circ}43'06''$  East, 49.17 to the POINT OF BEGINNING.



2019 Aerial Imagery



January 5, 2022

# Easement for Utilities

## IMA Ponte Vedra Ltd.

Land Mngt. Systems  
Real Estate Division  
209-0764

Disclaimer:  
This map is for reference use only.  
Data provided are derived from multiple  
sources with varying levels of accuracy.  
The St. Johns County Real Estate Division  
disclaims all responsibility for the accuracy  
or completeness of the data shown hereon.

