

RESOLUTION NO. 2023- 10

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, BILL OF SALE AND A WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE SAWGRASS COUNTRY CLUB LOCATED OFF PONTE VEDRA BOULEVARD.**

**RECITALS**

**WHEREAS**, Sawgrass Country Club, Inc., a Florida corporation, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Sawgrass Country Club located off Ponte Vedra Boulevard, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, Sawgrass Country Club, Inc., a Florida corporation, has executed and presented to the County a Bill of Sale and Schedule of Values, conveying all personal property associated with the water system to serve Sawgrass Country Club, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, White Oak Contracting, Inc., a Florida corporation, has executed and presented to the County a Warranty for work performed at Sawgrass Country Club, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "D", incorporated by reference and made a part hereof.

**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, Bill of Sale and Schedule of Values and Warranty, attached and incorporated hereto, are hereby 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 Circuit Court is instructed to record the original Easement for Utilities and file the Bill of Sale and Warranty in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of January, 2023.

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

By:   
Christian Whitehurst, Chair

**ATTEST:** Brandon J. Patty, Clerk of the  
Circuit Court & Comptroller

**Rendition Date** JAN 17 2023


  
Deputy Clerk



Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 15th day of September, 2020 by Sawgrass Country Club, with an address of 10034 Golf Club Drive, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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, sell, 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 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 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 residential or commercial improvements constructed upon the adjacent 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 and backflow prevention devices located between the water meter and the improvements served by the utility system.

(b) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; 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.

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, but Grantee shall not be responsible for restoration of sod, landscaping, 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. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. 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.

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:

*John Ramsey*  
Witness Signature

John Ramsey  
Print Name

*Radostina Hadzhivska*  
Witness Signature

Radostina Hadzhivska  
Print Name

By: *C.W. Cook*

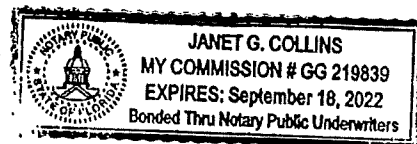
Print Name: C.W. COOK

Its: \_\_\_\_\_

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2020 by CW COOK who is personally known to me or has produced \_\_\_\_\_ as identification.


*Janet G. Collins*  
Notary Public

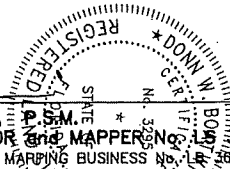


# MAP OF

A PORTION OF PARCEL "A-A", SAWGRASS UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 12, PAGES 3 THROUGH 18, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF TRACT "B" OF SAID PLAT OF SAWGRASS UNIT ONE; THENCE NORTH 68°15'00" EAST, ALONG THE SOUTHERLY LIMITS OF SAID TRACT "B", A DISTANCE OF 140.00 FEET TO A POINT LYING ON THE WESTERLY LIMITS OF PARCEL "A" (SAWGRASS DRIVE EAST) OF SAID PLAT OF SAWGRASS UNIT ONE, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 22.90 FEET MAKING A CENTRAL ANGLE OF 04°02'16", HAVING A CHORD BEARING AND DISTANCE OF SOUTH 04°47'15" WEST, 22.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY LIMITS OF PARCEL "A" (SAWGRASS DRIVE EAST) OF SAID PLAT OF SAWGRASS UNIT ONE, 121.28 FEET MAKING A CENTRAL ANGLE OF 21°22'52", HAVING A CHORD BEARING AND DISTANCE OF SOUTH 07°55'20" WEST, 120.58 FEET TO A POINT; THENCE DEPARTING SAID WESTERLY LIMITS OF PARCEL "A" (SAWGRASS DRIVE EAST), SOUTH 76°27'35" WEST, A DISTANCE OF 337.63 FEET TO A POINT; THENCE NORTH 13°07'58" WEST, A DISTANCE OF 120.00 FEET TO A POINT; THENCE NORTH 76°27'35" EAST, A DISTANCE OF 348.57 FEET TO THE POINT OF BEGINNING.

THIS SURVEY WAS MADE FOR THE BENEFIT OF  
SAWGRASS COUNTRY CLUB INC.

  
DONN W. BOATWRIGHT, P.S.M.  
FLORIDA LIC. SURVEYOR and MAPPER No. 153295  
FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. 185672



\*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.\*

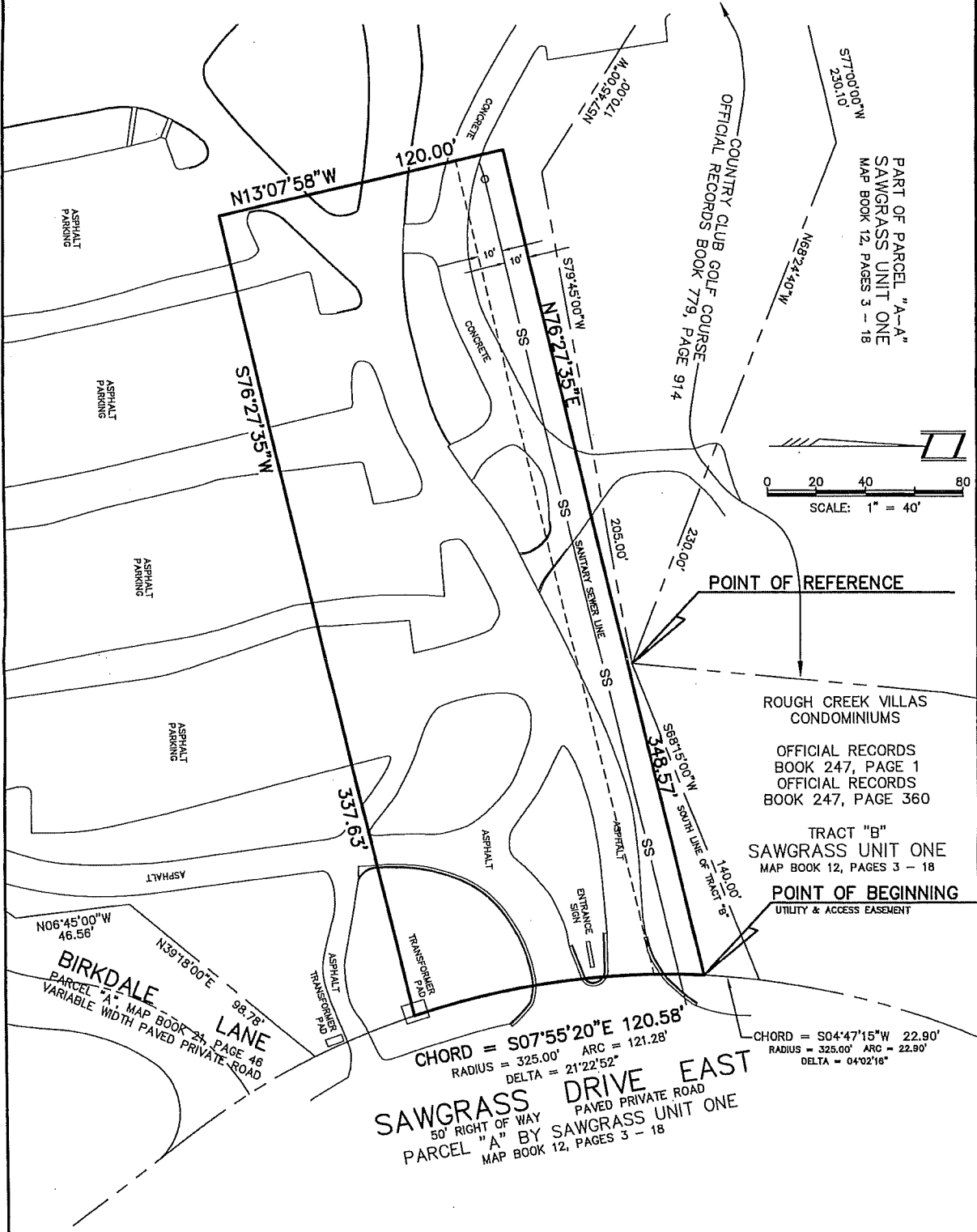
CHECKED BY: \_\_\_\_\_  
DRAWN BY: KLW  
FILE: 2020-1166

**BOATWRIGHT LAND SURVEYORS, INC.**  
1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: SEPTEMBER 10, 2020  
SHEET 2 OF 2

# MAP OF

A PORTION OF PARCEL "A-A", SAWGRASS UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 12, PAGES 3 THROUGH 18, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SEE SHEET TWO FOR COMPLETE LEGAL.



- NOTES:  
 1. THIS IS A MAP ONLY.  
 2. BEARINGS BASED ON SOUTHERLY LINE OF TRACT "B", MAP BOOK 12, PAGE 3 - 18, BEING NORTH 68°15'00" EAST AS PER PLAT.

\*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.\*

CHECKED BY:  
 DRAWN BY: KLV  
 FILE: 2020-1166

**BOATWRIGHT LAND SURVEYORS, INC.**  
 1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 241-8550

DATE:  
 SEPTEMBER 10, 2020  
 SHEET 1 OF 2

Exhibit "B" to Resolution



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for

*Sawgrass Country Club*

*Sawgrass Country Club, Inc.*  
*10034 Golf Club Drive*  
*Ponte Vedra Beach, FL 32082*

(the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

Sawgrass County Club  
10034 Golf Club Drive  
Ponte Vedra Beach, FL 32082

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 2 of March, 2021

WITNESS:

*Janet G. Collins*  
Witness Signature

Janet G. Collins  
Print Witness Name

OWNER:

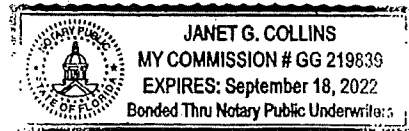
*John L. Brantley*  
Owner's Signature

John L. Brantley  
Print Owner's Name

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2 day of March, 2021 by

for *Janet G. Collins* as Notary  
John L. Brantley, President  
Sawgrass Country Club





**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: Sawgrass Country Club  
 Contractor: White Oak Contracting, Inc.  
 Developer: Sawgrass Country Club, Inc. C/O Auld and White Constructors, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
4"X2" tapping saddle w/ 2" corporation stop	Ea	1	\$ 975.00	\$ 975.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
2" ball yoke valve with meter box	Ea	1	\$ 350.00	\$ 350.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 1,325.00</b>



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: August 25, 2020  
Project Title: Sawgrass Country Club  
St. Johns Country, Florida

FROM: White Oak Contracting, Inc.  
653 Providence Church Road  
White Oak, Georgia 31568

TO: St. Johns County Utility Department  
Post Office Box 3006  
St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

**Contractor:**

*Jason E. Coffel*  
Contractor's Signature

JASON E. COFFEL  
Print Contractor's Name

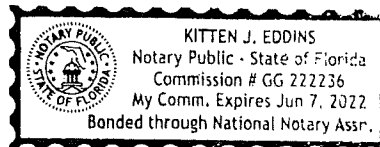
STATE OF FLORIDA  
COUNTRY OF Duced

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of August, 2020, by

Jason Coffel as owner  
for White Oak Contracting

*K. Eddins*  
Notary Public  
My Commission Expires: 6/7/22

Personally Known or Produced Identification  
Type of Identification Produced





**St. Johns County Board of County Commissioners**

Utility Department

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INTEROFFICE MEMORANDUM

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TO: Debbie Taylor, Real Estate Manager  
FROM: Missy Caraway, Utility Review Coordinator  
SUBJECT: Sawgrass Country Club  
DATE: November 28, 2022

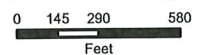
Please present the Easement for Utilities, Bill of Sale, Schedule of Values and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance.

After acceptance by the BCC, please provide the Utility Department with a copy of the executed Resolution for our files.

Your support and cooperation as always are greatly appreciated.



2021 Aerial Imagery



Date: 11/30/2022

Easement for Utilities,  
Bill of Sale, Schedule of  
Values & Warranty

Sawgrass Country Club

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0782

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.

