

RESOLUTION NO. 2025- 146

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES PROVIDED BY ROY H. HINMAN, II OFF INDUSTRY CENTER ROAD.

RECITALS

WHEREAS, Roy H. Hinman, II 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 transmission force main to be located off Industry Center Road, south of the State Road 16 Water Reclamation Facility; and

WHEREAS, this property is ideally located to allow for an easement to redirect the reclaimed water from the State Road 16 Water Reclamation Facility to the Northwest service area to avoid constructing a new transmission main along the State Road 16 congested utility corridor; and

WHEREAS, this new transmission main will provide regional water quantity and water quality benefits by offsetting groundwater demands that would be used for irrigation purposes and greatly reduce the surface water discharge from the State Road 16 Facility to Cowen Swamp, a tributary of Moultrie Creek and the Matanzas River; and

WHEREAS, the Easement for Utilities also provides St. Johns County the ability to install, construct, operate, maintain, repair, replace and/or remove pipes and mains constituting an underground water distribution system, gravity sewer collection system or sewer force main at this location if needed in the future; and

WHEREAS, it is in the best interest of the County to accept the 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 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 Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

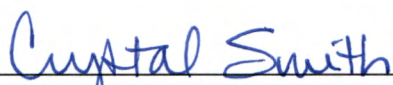
PASSED AND ADOPTED this 6th day of May, 2025.

Rendition Date MAY 07 2025

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: 
Krista Joseph, Chair

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


Deputy Clerk

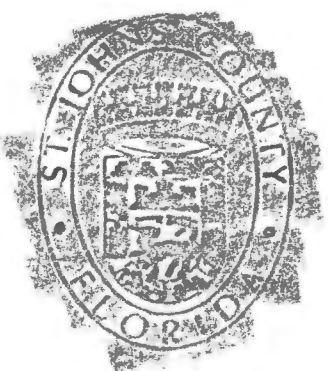


EXHIBIT "A" TO RESOLUTION

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT AGREEMENT executed and given this _____ day of _____, 20____ by **ROY H. HINMAN, II**, with an address of 100 Arricola Avenue, St. Augustine, FL 32080, 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, alienate, 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, sewer force mains, reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, sewer, and/or reuse 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. This easement is for water, sewer and/or reuse 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.

(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, sewer and/or reuse 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 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.

(c) 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, 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. Notwithstanding, Grantee's obligations are limited as set forth in Section 768.28, Florida Statutes, and nothing in this Easement shall be construed to extend the liabilities of Grantee beyond that provided in Section 768.28, Florida Statutes or be deemed as a waiver of Grantee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

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

6. 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.

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SIGNATURES COMMENCE ON THE FOLLOWING PAGE.

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

Signed, sealed and delivered
In the presence of:

ROY H. HINMAN, II

Mark Moscibello
Witness Signature

By: [Signature]

MARK MOSCIBELLO
Print Name

Print Name: Roy H. Hinman II

Title: Lands Owner

265 CR 13 S ST AUG FL

Witness Address **REQUIRED BUSINESS OR PERSONAL**

Joe Williams
Witness Signature

Joe Williams
Print Name

2745 Long rd St Augustine FL 32084

Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8 day of January, 2025, by Roy H. Hinman, II who is personally known to me or has produced _____ as identification.

Ashley Boynton
Notary Public
My Commission Expires: 8/31/26



ASHLEY BOYNTON
Notary Public
State of Florida
Comm# HH307193
Expires 8/31/2026

EXHIBIT "A"

EASEMENT AREA

35 FOOT UTILITY EASEMENT

A UTILITY EASEMENT SITUATED IN SECTIONS 16 AND 39, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF BEAVER CREEK CROSSING, UNIT 2, AS RECORDED IN MAP BOOK 46, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 68°09'44" WEST, ALONG THE SOUTHERLY LINE OF SAID BEAVER CREEK CROSSING, UNIT 2, 17.18 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5497, PAGE 1424 AND OFFICIAL RECORDS BOOK 4435 PAGE 108, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°30'44" WEST, ALONG JUST MENTIONED LANDS, 1231.08 FEET; THENCE SOUTH 87°11'00" WEST, 848.11 FEET, TO A POINT ON THE EAST LINE OF SECTION 39 A. PROCTOR GRANT, AND THE POINT OF BEGINNING; THENCE SOUTH 18°09'41" EAST ALONG JUST MENTIONED EAST LINE 36.29 FEET; THENCE SOUTH 87°11'00" WEST, DEPARTING SAID EAST LINE 2161.76 FEET, TO THE WESTERLY LINE OF SECTION 16, THENCE NORTH 01°22'15" WEST ALONG JUST MENTIONED WESTERLY LINE 35.01 FEET, TO THE SOUTHEAST CORNER OF DEED BOOK 248 PG 204 AND THE NORTHEAST CORNER OF DRAINAGE EASEMENT OFFICIAL RECORDS BOOK 80, PAGE 55, OF SAID PUBLIC RECORDS. THENCE NORTH 87°11'00" EAST DEPARTING THE WESTERLY LINE OF SECTION 16, 2151.27 FEET, TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 1.73 ACRES MORE OR LESS

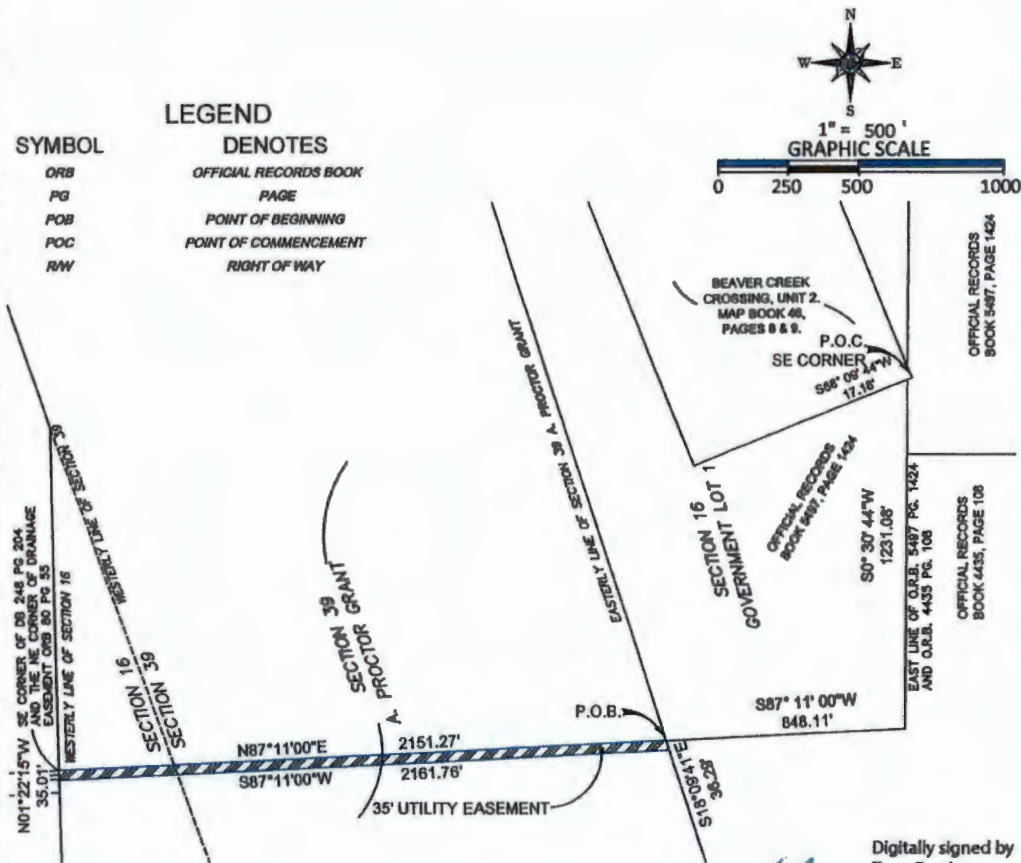
SKETCH AND DESCRIPTION

DESCRIPTION (35 FOOT UTILITY EASEMENT)

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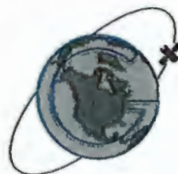
Digitally signed by
Terry Durden
Date: 2023.04.10
16:27:30 -04'00'

Terry M. Durden, Florida PSM #5261
Not Valid Without The Digital Signature
Of A Florida Licensed Surveyor & Mapper

GEOMATICS CORP.

SURVEYING—MAPPING—GPS
2804 N. FIFTH STREET, UNIT 101
ST. AUGUSTINE, FL 32084
PHONE (904) 824-3086 FAX (904) 824-5753

LICENSED BUSINESS
FLORIDA #0970 GEORGIA #939
SOUTH CAROLINA #3387 ALABAMA #794
NORTH CAROLINA COA #3752



PROJECT No: B 23-3734SD1

SKETCH DATE: 3-27-23

CAD FILE: 22-3564 HINMAN DW1

CHECKED BY: TD

DRAWN BY: MRB

SHEET 1 OF 1



2024 Aerial Imagery

Date: 4/11/2025

Easement for Utilities

Industry Center Road



**Land Management
Systems
(904) 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.