

RESOLUTION NO. 2026-280

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH AN EXISTING PUMP STATION SERVICING SEASIDE OF VILANO CONDOMINIUM ASSN., INC. LOCATED OFF A1A SOUTH.

RECITALS

WHEREAS, Seaside of Vilano Condominium Assn., Inc., a Florida not for profit corporation, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, associated with an existing pump station servicing their condominium association located off A1A South; 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, sewer force main, or reuse system at this location if needed in the future; 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 St. Johns County residents 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 18th day of September, 2026.

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

Rendition Date SEP 01 2026

By: _____

Clay Murphy
Clay Murphy, Chair

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

Crystal Smith
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 2026 by **SEASIDE OF VILANO CONDOMINIUM ASSN., INC.**, a Florida not for profit corporation, whose address is 3385 Coastal Highway, St. Augustine, FL 32084, 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, lift station, 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. As a result, the ingress and egress area is noted on the attached, and incorporated as Exhibit B (Ingress/Egress Area). 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) **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 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.

(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 and restore the sod to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of 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. Grantor shall be responsible for maintenance of any landscaping or fencing which may be located within or along the easement area.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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:

Amy S. Ash
Witness Signature

Amy S. Ash
Print Name

120 SEA GROVE MAIN ST.
ST. AUGUSTINE, FL 32080
Witness Address **REQUIRED** BUSINESS OR PERSONAL

**SEASIDE OF VILANO CONDOMINIUM
ASSN., INC.**

By: Forrest Davis

Print Name: Forrest DAVIS

Title: Pres. Prod

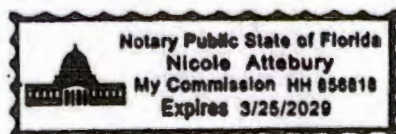
Tonia Price
Witness Signature

Tonia Price
Print Name

120 Sea Grove Main St.
St. Augustine, FL 32080
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 3 day of August, 2026, by Forrest Davis, who is President of Board of Seaside of Vilano Condominium Assn., Inc. Such person is personally known to me or has produced _____ as identification.



Nicole Attebury
Notary Public
My Commission Expires: 3/25/2029

EXHIBIT "A"

EASEMENT AREA

A PORTION OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF SEASIDE OF VILANO A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 597, PAGE 62 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK AND PAGE; SAID POINT ALSO LYING ON THE WESTERLY RIGHT OF WAY LINE OF COASTAL HIGHWAY AS NOW ESTABLISHED; THENCE NORTH 17°26'09"W WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 170.48 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 72°33'51"W WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 20.00 FEET; THENCE NORTH 17°26'09"W WEST, ALONG A LINE THAT IS 20.00 FEET OFFSET AND PARALLEL TO THE SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 72°33'51" EAST, A DISTANCE OF 20.00 FEET TO ITS INTERSECTION WITH SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 17°26'09" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"

INGRESS/EGRESS AREA

THE DRIVEWAY ENTRANCE AND PARKING AREA FOR THE SEASIDE OF VILANO CONDOMINIUM ASSN., INC., AS RECORDED IN OFFICIAL RECORDS BOOK 597, PAGE 62 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

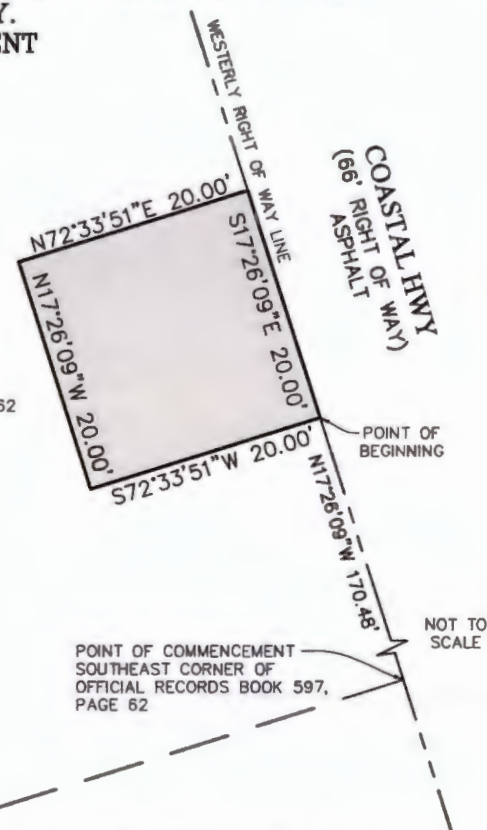
MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF SEASIDE OF VILANO A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 597, PAGE 62 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY.
FOR: ST. JOHNS COUNTY UTILITIES DEPARTMENT



SURVEYORS NOTES:

1. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
4. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
5. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011. ST. JOHNS COUNTY GEODETIC NETWORK CONTROL POINTS 13-8 AND 13-7 BEARING S09°20'49"W AND THE WESTERLY RIGHT WAY LINE OF COASTAL HIGHWAY BEARING N17°26'09"W.
6. DESCRIPTION FURNISHED SEPARATELY.

SEASIDE OF VILANO CONDO
OFFICIAL RECORDS BOOK 597, PAGE 62



THIS DRAWING MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS, CHAPTER 63-17.061, F.A.C., PURSUANT TO SECTION 472.087 FLORIDA STATUTES, SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON.

SEASIDE OF VILANO CONDO
UTILITY EASEMENT

TOPOGRAPHIC SURVEY

SKETCH DATE: JUNE 2, 2026



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION

500 SAN SEBASTIAN VIEW
ST AUGUSTINE, FLORIDA 32084

DONALD A. BRADSHAW P.S.M. NO. 5513
Phone (904) 209-0770
Email: dbradshaw@sjcfl.us

DRAWN BY: J.MANNING

FILE NUMBER: S-1437

SHEET NO. 1
OF 1



Imagery Date: 12/2024

Date: 8/4/2026

Easement for Utilities
Seaside of Vilano
Condominium Assn., Inc.



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.