RESOLUTION NO. 2014-14

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO SERVE BOZARD FORD QUICK LUBE ON OUTLET CENTER BOULEVARD AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM.

RECITALS

WHEREAS, Bozard Land, LLC, a Florida limited liability company, 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 water service to serve Bozard Ford Quick Lube on Outlet Center Boulevard. The Easement was recorded by the property owner prior to being submitted to the County but will be re-recorded to add Exhibit “B” which was left out when the easement was originally recorded; and

WHEREAS, Bozard Ford has executed a Bill of Sale and schedule of values conveying all personal property associated with the water system, attached hereto as Exhibit “B,” 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 “C,” 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 and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scriveners 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 in the Public Records of St. Johns County, Florida.
PASSED AND ADOPTED this 6 day of May, 2014.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: [Signature]

John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]

Deputy Clerk

RENDITION DATE 5/8/14
EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 24th day of July, 2014, by "STASILEX LLC", with an address of 8550 ORCHID CIR, ST AUGUSTINE, FL, 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, 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. As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area). 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 between the water 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. 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:

[Signature]
Witness

[Signature]
Print Name
Barbara M. Shuttis

[Signature]
Witness
Babette M. Shuttis
Print Name

State of FL
County of St. John's

The foregoing instrument was acknowledged before me this 24 day of Jan, 2014, by Harold W. Shuttis, who is personally known to me or has produced as identification.

[Signature]
Notary Public

[Notary Seal]
SKETCH & DESCRIPTION

A PROPOSED UTILITY (WATER) EASEMENT, BEING A PORTION OF LANDS DESCRIBED IN ORB 2866, PAGE 396 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF GOVERNMENT LOT 1, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

A UTILITY (WATER) EASEMENT, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2866, PAGE 396 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF GOVERNMENT LOT 1, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERN MOST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2866, PAGE 396, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF OUTLET MILL BOULEVARD, THENCE NORTH 33°32'46" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 168.65 FEET TO THE POINT OF BEGINNING OF THE UTILITY (WATER) EASEMENT DESCRIBED HEREIN:

FROM THE POINT OF BEGINNING RUN SOUTH 08°06'15" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 18.00 FEET; THEREFORE NORTH 33°32'46" WEST, PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET; THEREFORE NORTH 08°06'15" EAST, A DISTANCE OF 19.00 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE, THENCE SOUTH 32°23'45" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 19.05 FEET TO THE POINT OF BEGINNING OF THE UTILITY (WATER) EASEMENT HEREIN DESCRIBED.

CONTAINING 150.0 SQUARE FEET, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA.

PREPARED FOR: STG CONTRACTING GROUP

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS — PLANNERS — LAND DEVELOPMENT CONSULTANTS 1811 COUNTY ROAD 818 SOUTH NO. 106 (384) 834-2894 GROUP COVE SPRINGS, FL 32142 FAX (384) 834-8228 CERTIFICATE OF AUTHORIZATION 18 00461 COPYRIGHT © 2014

GENERAL NOTES

1. THIS SKETCH & DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY. A SURVEY IS REQUIRED PRIOR TO THE SUBMISSION OF ANY PLANS OR STREET IMPROVEMENTS.

2. DISTANCES ARE BASED ON THE ACTUAL SURVEYED LINES OF LANDS DESCRIBED IN ORB 2866, PAGE 396 AS SHOWN ON EXHIBIT A OF TEXT.

3. ADDITIONAL OUTLINES AND OR ANY WRITTEN INFORMATION ADDED TO THIS MAP AND/OR REPORT IS PROPRIETARY AND IS NOT AUTHORIZED BY THE SIGNING SURVEYOR.

4. THIS MAP IS INTENDED TO BE VIEWED AT A SCALE OF 1"=40' OR SMALLER.

5. THIS SKETCH & DESCRIPTION IS DEEMED PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO CERTIFICATION HAS BEEN CREATED, EXPRESSED OR IMPLIED. TO COPY THIS SKETCH & DESCRIPTION IS AND IS NOT TRANSFERABLE, ANY COPIES OF THIS SKETCH & DESCRIPTION THAT ARE USED IN ANY SUBSEQUENT TRANSACTIONS SHALL BE NULL AND VOID IF THEY DO NOT BEAR THE EMBOSSED RACED SEAL OF THE SIGNING SURVEYOR. THE USE OF SUCH DOCUMENTS INCREASES THE RISK OF ERRORS AND POSSIBLE LIABILITIES RESULTING FROM ERRONEOUS TRANSACTIONS AND IS ONLY VALID UP TO 90 DAYS AFTER THE INITIAL SIGNING DATE.

6. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

7. THIS SKETCH & DESCRIPTION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

8. THIS SKETCH & DESCRIPTION WAS NOT INTENDED TO DEPICT OR SCALE ANY METRICS, ENVIRONMENTAL SENSITIVE AREAS, WILDLIFE HABITAT OR JURISDICTIONAL LANDS OF ANY FEDERAL, STATE, RESIDENTIAL OR LOCAL, ANYTHING INCLUDED IN OR REFERENCED TO IN THIS SKETCH & DESCRIPTION IS THE RESPONSIBILITY OF THE LIABILITIES RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE SIGNING SURVEYOR.

9. THIS SKETCH & DESCRIPTION IS BASED ON INFORMATION AS PROVIDED BY THE CLIENT.
Exhibit "B" to Easement

INGRESS/EGRESS PROVIDED BY OUTLET MALL BOULEVARD BY VIRTUE OF DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 1333 PAGE 347 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
BILL OF SALE
UTILITY IMPROVEMENTS
for
Bozard Ford Quick Lane

Bozard Ford (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"

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 4th of December, 2013.

WITNESS:  

Charlotte Bonner
Witness Signature
Print Witness Name

OWNER:  

Lettie G. Bozard
Owner's Signature
Print Owner's Name

State of FL
County of St. Johns

The foregoing instrument was acknowledged before me this 4th day of December, 2013 by Lettie Bozard who is personally known to me or has produced as identification.

Nancy Simcoe
Notary Public

NANCY SIMCOE
<table>
<thead>
<tr>
<th>Water Mains (Size, Type &amp; Pipe Class)</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>LF</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>LF</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>LF</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>LF</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Water Valves (Size and Type)</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>8x4 Tapping Sleeve</td>
<td>Ea</td>
<td>1</td>
<td>$850.00</td>
<td>$850.00</td>
</tr>
<tr>
<td>4&quot; Tapping Valve</td>
<td>Ea</td>
<td>1</td>
<td>$930.00</td>
<td>$930.00</td>
</tr>
<tr>
<td>8x2 Tapping Sleeve</td>
<td>Ea</td>
<td>1</td>
<td>$825.00</td>
<td>$825.00</td>
</tr>
<tr>
<td>2&quot; Tapping Valve</td>
<td>Ea</td>
<td>1</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Meter Box</td>
<td>Ea</td>
<td>1</td>
<td>$282.00</td>
<td>$282.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hydrants Assembly (Size and Type)</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Services (Size and Type)</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

Total Water System Cost            | $    |          |           | 3,487.00   |
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Bozard Ford Quick Lube
DATE: March 19, 2014

Please present the Easement, Bill of Sale, and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Bozard Ford Quick Lube.

After acceptance by 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.