

RESOLUTION NO. 2015- 308

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE ALONG OUTLET MALL BOULEVARD OFF STATE ROAD 16 AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO JOIN IN THE EXECUTION OF THE EASEMENT.**

**RECITALS**

**WHEREAS**, Astar FRR FL1, LLC, a Delaware 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 and sewer service along Outlet Mall Boulevard off State Road 16. This is the third of five easements needed; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the document mentioned above, as stated in a memo attached hereto as Exhibit "B," 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.

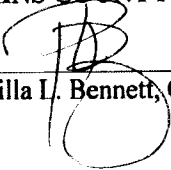
Section 2. The above described Easement for Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners and authorizing the County Administrator, or designee, to join in the execution of the Easement.

Section 3. To the extent that there are scrivener, typographical 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 in the Public Records of St. Johns County, Florida.

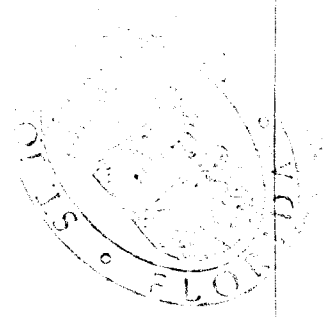
PASSED AND ADOPTED this 20 day of October, 2015.

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

By:   
Priscilla L. Bennett, Chair

**ATTEST:**  
By:   
Deputy Clerk

RENDITION DATE 10/22/15



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 31<sup>st</sup> day of August, 2015 by **ASTAR FRR FL1, LLC**, a Delaware limited liability company, having an address at c/o iSTAR INC., 1114 Avenue of the Americas, 39<sup>th</sup> Floor, New York NY 10036, 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:**

**WHEREAS**, Grantor is the owner of real property located in St. Johns County, Florida and described on Exhibit "A" attached hereto and made a part hereof ("Property");

**WHEREAS**, Grantee has request that Grantor convey to Grantee a non-exclusive easement for underground water and sewer utility services over a portion of the Property; and

**NOW THEREFORE**, Grantor and Grantee 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 & sewer force mains and all other equipment and appurtenances as may be reasonably 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 portion of the Property shown as the terminus of Outlet Mall Boulevard and depicted as "**Easement Area**" on 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. 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, extract minerals and grant additional easements therein.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained by Grantee 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 practice to approve the location of such above ground installation in its reasonable discretion.

(c) The Utility Lines and Associated Equipment and the Easement Area 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 actual, reasonable cost of relocating the Utility Lines and Associated Equipment and facilities located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's actual, reasonable 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 property by Grantor, its tenants, agents and invitees.

2. (a) **WATER SYSTEM** - The Grantee shall maintain, at no expense to Grantor, 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, to the extent that such water lines are located on the Property.

(b) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain, at no cost or expense to Grantor, 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", 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.

3. After any installation, construction, repair, replacement or removal of the Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper lien-free and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal. To the fullest extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence or willful misconduct.

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.

[SIGNATURES APPEAR OF FOLLOWING PAGE]

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:

GRANTOR:  
ASTAR FRR FLA, LLC

Joe Kirk  
Witness

By: [Signature]  
JOSEPH KIRK

Its: SENIOR VICE PRESIDENT

ANGELA S. FERRIGNO  
Print Name

[Signature]  
Witness

Gerrienne Celinski  
Print Name

State of Connecticut  
County of Hartford

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 2015 by Joseph Kirk who is personally known to me or has produced license as identification.

[Signature]  
~~LAURA G. PRIMAVERA~~  
Notary Public  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 2017

GRANTEE:  
ST. JOHNS COUNTY, FLORIDA

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: Michael D. Wanchick  
Its: County Administrator

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
October, 2015 by Michael D. Wanchick  
who is personally known to me or has produced \_\_\_\_\_ as  
identification.

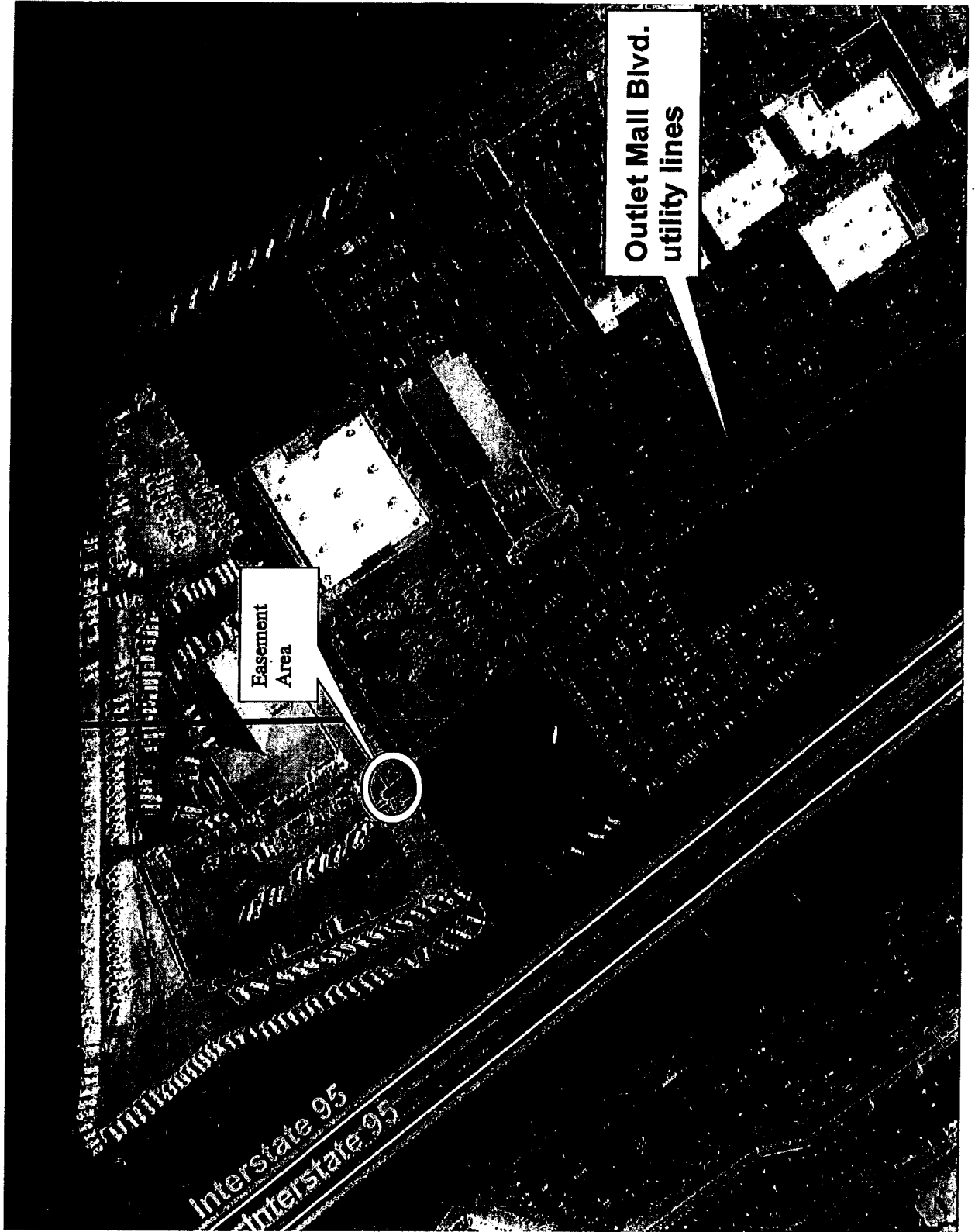
\_\_\_\_\_  
Notary Public

EXHIBIT "A" to Easement

A PART OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THEN SOUTH 89° 22' 17" WEST ALONG THE NORTH LINE OF SAID SECTION 6; A DISTANCE OF 570.17 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SECTION LINE, SOUTH 33° 23' 45" EAST, A DISTANCE OF 717.50 FEET; THENCE SOUTH 56° 36' 15" WEST, A DISTANCE OF 145.00 FEET; THENCE NORTH 33° 23' 45" WEST, A DISTANCE OF 613.63 FEET; THENCE SOUTH 56° 30' 00" WEST, A DISTANCE OF 1,299.66 FEET TO A POINT ON THE NORTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A RIGHT OF WAY OF VARYING WIDTH); THENCE NORTH 38° 29' 40" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 105.81 FEET; THENCE NORTH 23° 29' 40" WEST CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 502.28 FEET; THENCE NORTH 38° 29' 40" WEST CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 411.52 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 6; THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 89° 22' 17" EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 1,670.00 FEET TO THE POINT OF BEGINNING.



Exhibit "B" to Easement





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

Utility Department

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**INTEROFFICE MEMORANDUM**

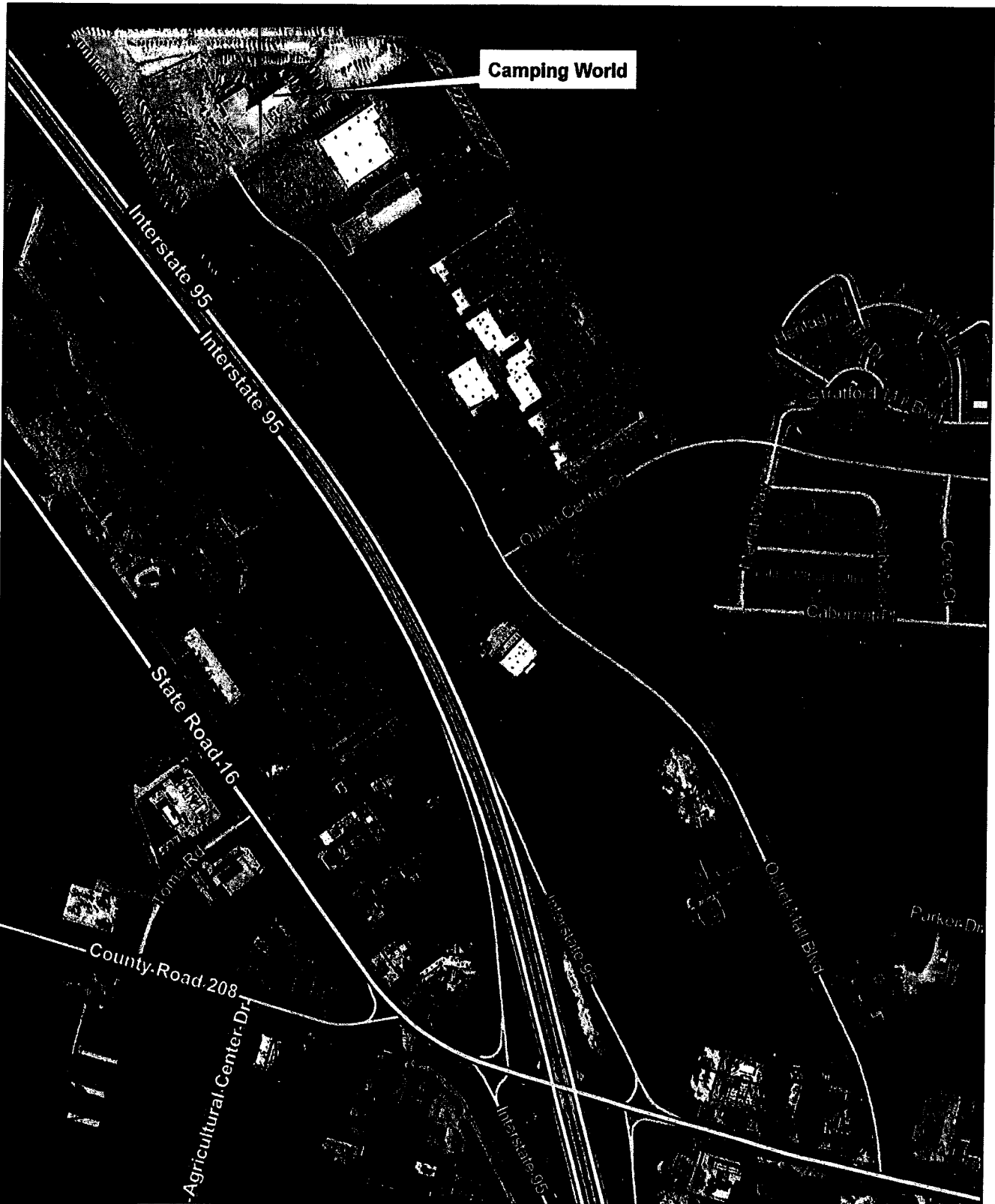
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**TO:** Nanette Bradbury, Real Estate Coordinator  
**FROM:** Karri Thomas, Asset Management Tech  
**SUBJECT:** Outlet Mall  
**DATE:** September 11, 2015

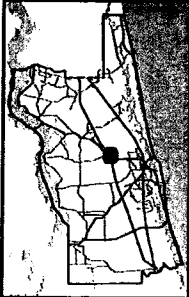
Please present the Easement to the Board of County Commissioners (BCC) for approval and acceptance of Camping World on Outlet Mall Boulevard.

After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and the recorded Easement document for our files.

Your support and cooperation as always are greatly appreciated.



Camping World



2013 Aerial Imagery  
 0 100200  
 Feet  
 September 11, 2015

# Camping World

## *Easement for Utilities*

Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0762

**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.

