

RESOLUTION NO. 2016- 245

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

**RECITALS**

**WHEREAS**, Gander Enterprises, 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; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents 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.

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 in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 16th day of August, 2016.

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

By: \_\_\_\_\_

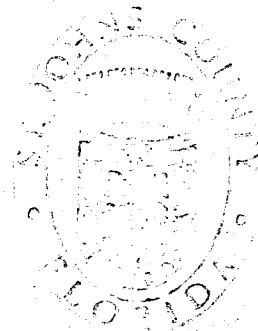
Jeb S. Smith, Chair

**ATTEST:** Hunter S. Conrad, Clerk

Pam Salterman

Deputy Clerk

**RENDITION DATE** 8/18/16



**EASEMENT FOR UTILITIES**

**THIS EASEMENT** executed and given this \_\_\_\_ day of \_\_\_\_\_, 2016 by **GANDER ENTERPRISES, LLC**, a Delaware limited liability company, with an address of c/o Sachs Investing Co., 155 East 55<sup>th</sup> Street, Suite 5F, New York, NY 10022, 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 for the sole purpose of installing, constructing, operating, maintaining, repairing, replacing and removing 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 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"). 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 strictly limited for water and/or sewer utility services only and does not convey any right to install any other utilities whatsoever. Nothing herein contained may be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purpose whatsoever.

**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 all covenants, agreements, 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, and (ii) subsurface of the Easement Area for other utility services or other purposes which do not materially 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 Grantee's sole cost and expense and 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.

(c) Grantee shall exercise the easement rights conveyed herein in a manner that (i) will not unreasonably interfere with the access to and minimize disruptions with the use, occupancy and enjoyment of the surrounding property, (ii) will not cause any increase in the cost of construction or maintaining the surrounding property, and (iii) will not unreasonably interfere with any construction work now or hereafter performed on the surrounding property.

2. (a) WATER SYSTEM - The Grantee shall, at its sole cost and expense, 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, at its sole cost and expense, to maintain 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. Grantor hereby specifically indemnifies and holds Grantee harmless from and against all reasonable 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. In cases where landscaping, structures, or extensive paving are impacted, the Grantee shall within a reasonable period of time restore the area to a safe and satisfactorily functional condition, and shall coordinate final restoration activities with the Grantor which shall be completed within 30 calendar days of performing the installation or repair, or timeframe as otherwise agreed upon with Grantor in writing. Grantee agrees, at its sole cost and expense, to repair all damage to the Easement Area and all surrounding property, structures and other improvements located thereon, that is caused by such installation, construction or repairs and to restore the surface of such Easement Area and the surrounding property to the condition existing prior to the initiation of such construction, maintenance or repairs. Notwithstanding any other remedy available by law or in equity, in the event Grantee fails to perform its repair and restoration obligations set forth herein, Grantor shall have the right to perform such obligations at Grantee's sole cost and expense.

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.

6. Grantee covenants and agrees to indemnify, defend, protect and hold harmless Grantor, its principals, agents and employees, for, from and against all claims

and all costs, losses, damages, expenses and liabilities (including reasonable attorney's fees and costs) incurred in connection with all claims, including any action or proceeding brought thereon, arising from or as a result of any mechanic's liens or other claims regarding materials supplied or work performed, or the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or the property of any person, as may occur by reason of the performance of any act, by or at the request of Grantee in connection with this Easement. Grantee shall give Grantor reasonable notice of any suit or proceeding entitling the Grantor to indemnification pursuant to this Easement.

[Signature Page Follows]



Signed, sealed and delivered  
In the presence of:

**ST. JOHNS COUNTY, FLORIDA, a  
political subdivision of the State of Florida**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Michael D. Wanchick

Title: County Administrator

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

\_\_\_\_\_  
Witness

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

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Michael D. Wanchick, County Administrator of St. Johns County, Florida who is personally known to me.

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

EXHIBIT "A" TO EASEMENT

EASEMENT AREA

THE UTILITY LINES LYING WITHIN THE RIGHT-OF-WAY OF OUTLET MALL BOULEVARD AND THE BELOW DESCRIBED PARCEL OF LAND:

PART OF GOVERNMENT LOTS 1 AND 2, 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; THENCE SOUTH  $89^{\circ} 22' 17''$  WEST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE 742.61 FEET; THENCE DEPARTING SAID SECTION LINE SOUTH  $33^{\circ} 23' 45''$  EAST, A DISTANCE OF 197.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $33^{\circ} 23' 45''$  EAST, A DISTANCE OF 353.08 FEET; THENCE SOUTH  $56^{\circ} 30' 00''$  WEST, A DISTANCE OF 880.19 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 512.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.81 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $60^{\circ} 12' 30''$  WEST AND A CHORD DISTANCE OF 17.81 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 512.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 248.51 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $47^{\circ} 18' 00''$  WEST AND A CHORD DISTANCE OF 246.08 FEET TO A POINT ON SAID CURVE, THENCE NORTH  $33^{\circ} 23' 45''$  WEST, A DISTANCE OF 98.20 FEET; THENCE NORTH  $56^{\circ} 30' 00''$  EAST, A DISTANCE OF 947.36 FEET TO THE POINT OF BEGINNING.



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

Utility Department

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**INTEROFFICE MEMORANDUM**

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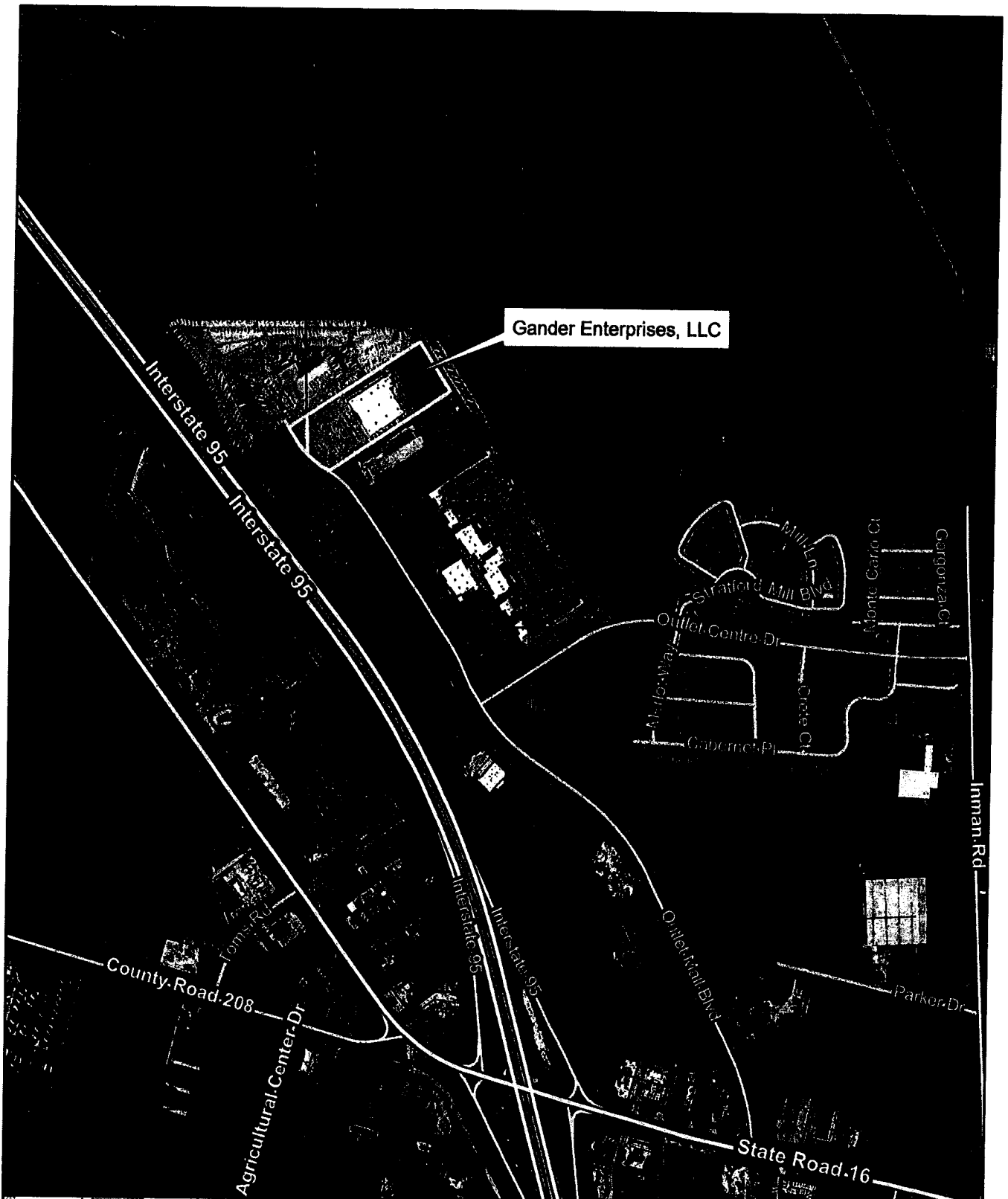
**TO:** Sheri Lewis, Real Estate Coordinator  
**FROM:** Karri Thomas, Asset Management Tech  
**SUBJECT:** Outlet Mall Boulevard – Gander Enterprises, LLC  
**DATE:** July 14, 2016

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

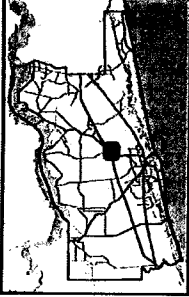
After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and a copy of the recorded Easement for our files.


Your support and cooperation as always are greatly appreciated.





Gander Enterprises, LLC



  
 2013 Aerial Imagery  
 0 250 500  
 Feet  
 July 14, 2016

**Gander Enterprises, LLC**  
**Outlet Mall Blvd.**  
*Easement for Utilities*

**Land Management**  
**Systems**  
**Real Estate**  
**Division**  
**(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.

