RESOLUTION NO. 2017- 155

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND REUSE SYSTEMS TO SERVE BURGER KING AT GOLF PARK CENTER LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, VRE St. Augustine, a Texas limited liability company, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A" and a Bill of Sale and Schedule of Values conveying all personal property associated with the water and reuse systems, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, to serve Burger King at Golf Park Center located off International Golf Parkway; 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 and Schedule of Values 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 <u>do not</u> 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	14th day of _	May	, 2017.
		F COUNTY C S COUNTY, F	OMMISSIONERS LORIDA
	By:	K. Johns, Chai	r
ATTEST: Hunter S. Conrad, Clerk	W.		
Deputy Clerk			

RENDITION DATE 5/19/17

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this	30^{h} day of	Nov	ember, 20	10
by VRE St. Augustine, LLC	, with			of
			"Grantor"	
ST. JOHNS COUNTY, FLORIDA, a political	subdivision	of the	State of Florid	la,
whose address is 4020 Lewis Speedway, St. Au	gustine FL 3	32084,	hereinafter call	ed
"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 and Reuse Distribution 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"); 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 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.
- (b) 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. 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: Witness Witness Wherly Jank Witness	
Kinher Danler Print Name	
State of <u>Texas</u> County of <u>Tarran</u> +	
The foregoing instrument was acknowledged before me this 30 de November 2014 by 50800 yeers who is personally known to me or has produced N/A	ay of

identification.

CHANTELLE MARINO Notary Public, State of Texas My Commission Expires 12-tober 30, 2017

EXHIBIT "A"

EASEMENT AREA

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

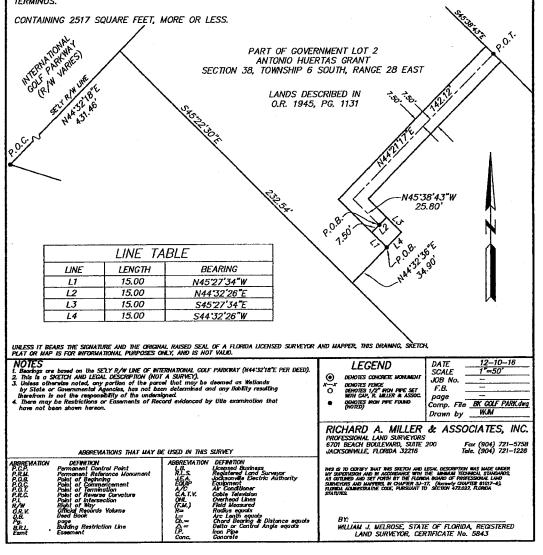
15 FOOT X 15 FOOT UTILITY EASEMENT

A PART OF GOVERNMENT LOT 2 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1945, PAGE 1131, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE MOST WESTERLY CORNER OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1945, PAGE 1131, SAID POINT BEING SITUATE ON THE SOUTHEASTERLY RIGHT—OF—WAY LINE OF INTERNATIONAL GOLF PARKWAY (A VARIABLE WIDTH RIGHT—OF—WAY AS NOW ESTABLISHED); THENCE NORTH 44'32'18" EAST, ALONG SAID RIGHT—OF—WAY LINE, A DISTANCE OF 431.46 FEET; THENCE SOUTH 45'22'30" EAST, A DISTANCE OF 232.54 FEET; THENCE NORTH 44'32'26" EAST A DISTANCE OF 34.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45'27'34" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 44'32'26" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 44'32'26" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'34" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 45'27'3

CONTAINING 225 SQUARE FEET, MORE OR LESS.

15 FOOT ACCESS EASEMENT

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MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

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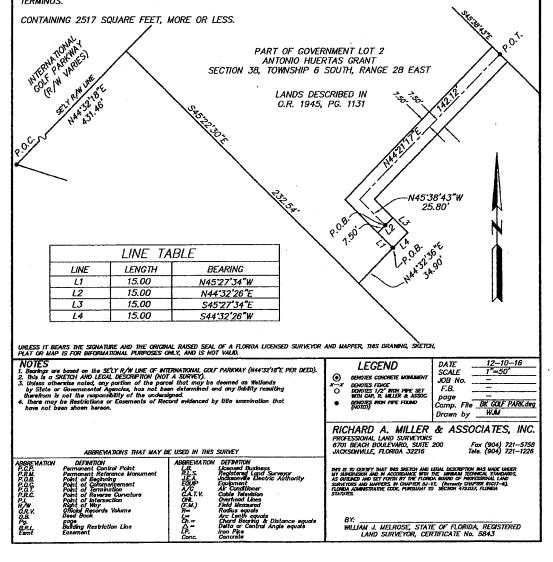
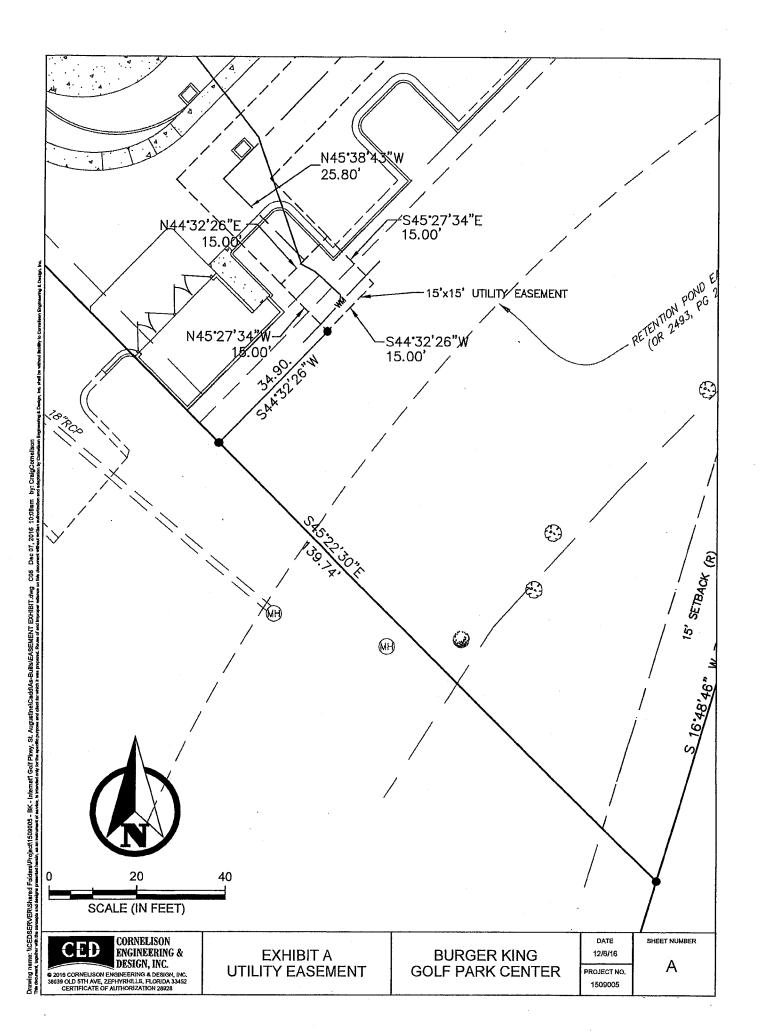
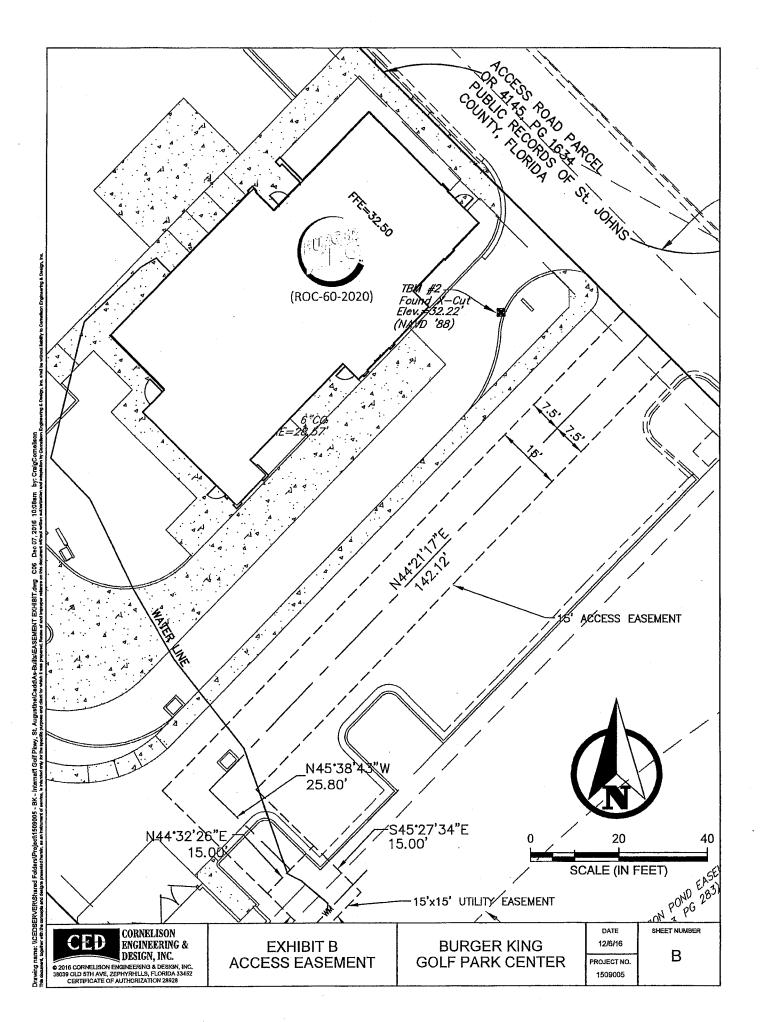


EXHIBIT "B"

INGRESS/EGRESS AREA







BILL OF SALE UTILITY IMPROVEMENTS

for

Burger King @ Golf Park Center (COMM16-29)

VRE St. Augustine, LLC
1211 S. White Chapel Blvd,
Southlake TX, 76092 , (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 for Burger King at Golf Park Center

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 of Nov. 2014

and the second s	or instance of ins
WITNESS:	OWNER:
Mantel M	
Witness Signature	Owner's Signature
Chantelle Marino	Jason Keen
Print Witness Name	Print Owner's Name
November , 20 97 , by 180	nowledged before me this 30 day of
who is personally known to me or has pridentification.	oduced NH as
The state of the s	(matelline
CHANTELLE MARINO Notary Public, State of Texas My Commission Expires October 30, 2017	Notary Public



St. Johns County Utility Department

Asset Management Schedule of Values

EXHIBIT A

Project Name:

Burger King @ Golf Park Center (COMM16-29)

Contractor:

CW Hayes Construction Company, Inc.

Developer:

VRE St. Augustine, LLC

	UNIT	QUANITY	UNIT COS	ST	TOTAL CO	ST
Water Mains (Size, Type & Pipe Class)						
•	LF		\$		\$.	_
	LF		\$	-	\$	-
	LF		\$	j	\$	-
	LF		\$	-	\$	-
	LF		\$		\$	-
Water Valves (Size and Type)						
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
Hydrants Assembly (Size and Type)						
	Ea		\$	-	\$	-
			\$	-	\$	-
			\$	-	\$	-
Sevices (Size and Type)						
2" service and meter box	. Ea	1	\$700.00	-	\$ 700.00	-
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
			\$	-	\$	-
		Total Water	System Cost		\$ 700.00	-



St. Johns County Utility Department

Asset Management Schedule of Values

EXHIBIT A

Project Name:

Burger King @ Golf Park Center (COMM16-29)

Contractor: Developer:

CW Haves Construction Company, Inc.

VRE St. Augustine, LLC

	T INTE			
	UNIT	QUANITY	UNIT COST	TOTAL COST
Reuse Mains (Size Type & Pipe Class)				
4" C900, DR-18, PURPLE, PC 235	LF	20	\$3.17 -	\$ 63.40 -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
24" X 4" TAPPING SLEVE	Ea	1 1	\$1177.00 -	\$ 1177.00 -
4" MJ RW TAPPING VALVE	Ea	1	\$565.00 -	\$ 565.00 -
2" GATE VALVE	Ea	1	\$37.63 -	\$ 37.63 -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)			· Ψ Paratista in Carlos in Heritage	
1" SERVICE AND METER BOX	Ea	1 346501215264666666666666666666666666666666666	\$700.00 -	
The state of the s	Ea	<u> </u>	\$ -	¢
	Ea		\$ -	<u></u>
	Ea		1 6	•
	<u> </u>	Total Pausa	Ψ	
		Total Reuse	System Cost	\$ 2,543.03 -

EXHIBIT "C" TO RESOLUTION



St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO:

Debbie Taylor, Real Estate Manager

FROM:

Melissa Caraway, Utility Review Coordinator

SUBJECT:

Burger King at Golf Park Center

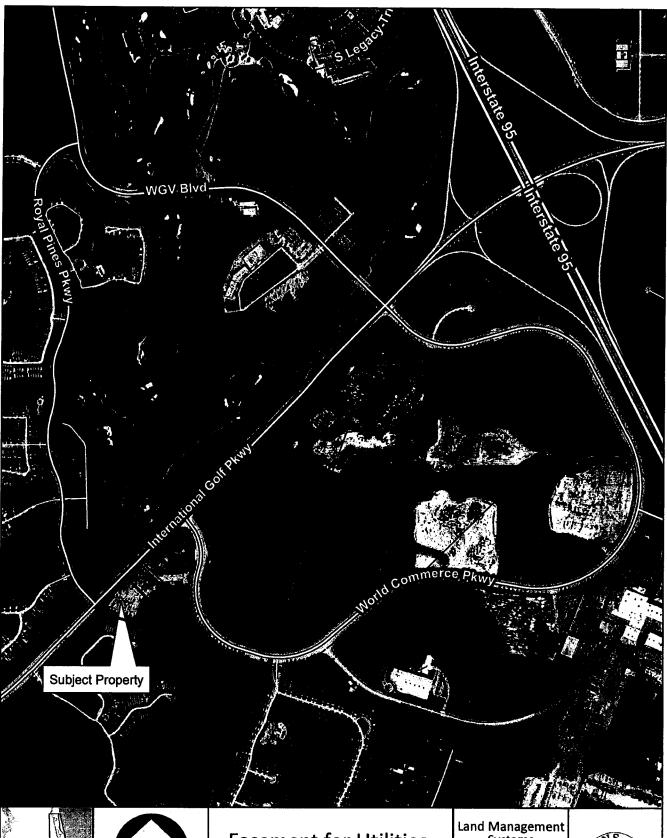
DATE:

March 9, 2017

Please present the Easement, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Burger King at Golf Park Center.

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.







2013 Aerial Imagery 0 150300

Feet April 19, 2017 Easement for Utilities and Bill of Sale

Burger King at Golf Park Center Land Management Systems Real Estate Division (904) 209-0764

Disclaimer:
This map is for reference use only.
Data provided are derived from multip
sources with varying levels of accurace.
The St. Johns County Real Estate
Division disclaims all responsibility
for the accuracy or completeness
of the data shown hereon.

