

RESOLUTION NO. 2023-477

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH THE WATER SYSTEM TO SERVE HYUNDAI AT ST. JOHNS LOCATED OFF STATE ROAD 207.

RECITALS

WHEREAS, Wandering Lane Holdings, LLC, a Florida limited liability company, has executed and presented to the County an Easement associated with the water system to serve Hyundai at St. Johns located off State Road 207, attached hereto as Exhibit "A", 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 "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 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.

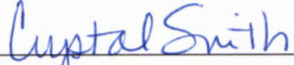
PASSED AND ADOPTED this 5th day of December, 2023.

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

Rendition Date: DEC 06 2023

By:  _____
Sarah Arnold, Chair

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

 _____
Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 8th day of August, 2023 by Wandering Lane Holdings, LLC, a Florida limited liability company, with an address of 2898 U.S. Highway 1 South, St. Augustine, FL 32086, 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 meters ("Utility Equipment") over, under 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. 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 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 Utility 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 property adjacent to the Easement Area owned by Grantor.

2. WATER SYSTEM - The Grantee shall maintain water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meter or meters.

3. After any installation, construction, repair, replacement or removal of any Utility 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 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 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:

Deborah A. Bowles
Witness Signature

By: [Signature]

Print Name: Andrew DiFeo

Deborah A. Bowles
Print Name

Its: Manager

Brittany Nixon
Witness Signature

Brittany Nixon
Print Name

STATE OF FLORIDA
COUNTY OF SAINT JOHNS

The foregoing instrument was acknowledged before me by means
of physical presence or online notarization, this 8th day of August,
2023, by Andrew DiFeo as Manager for Wandering Lane Holdings, LLC.



BRITTANY NIXON
Commission # HH 027412
Expires August 3, 2024
Bonded Thru Budget Notary Services

Brittany Nixon
Notary Public
My Commission Expires: 8/3/2024

Personally Known or Produced Identification

Type of Identification Produced FL Drivers License

EXHIBIT "A" to the Easement

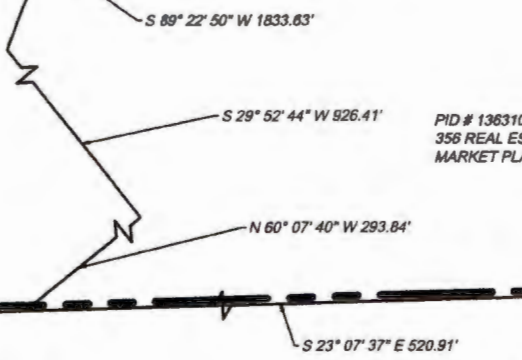
EASEMENT AREA

A 5' X 10' UTILITY EASEMENT, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FROM THE COMMON CORNER OF SECTION 3 & 4, TOWNSHIP 8 SOUTH, RANGE 29 EAST, THENCE S 89° 22' 50" W ALONG THE SECTION LINE, 1833.63 FEET; THENCE S 29° 52' 44" W, 926.41 FEET; THENCE N 60° 07' 40" W, 293.84 FEET; THENCE S 23° 07' 37" E, 520.91 FEET; THENCE S 66° 51' 37" W, 16.70 FEET TO POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING THENCE S 66° 51' 37" W, 5.00 FEET; THENCE N 23° 08' 19" W, 10.00 FEET; THENCE N 66° 51' 37" E, 5.00 FEET; THENCE S 23° 08' 19" E, 10.00 FEET TO THE POINT OF BEGINNING.

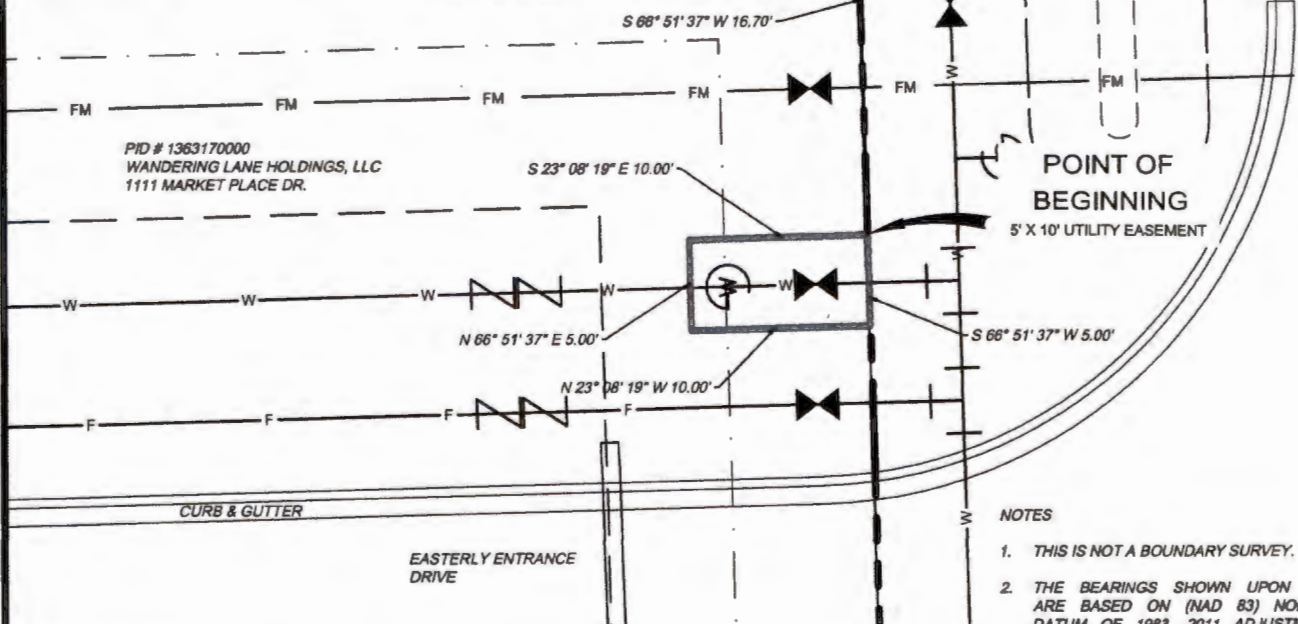
**MAP SHOWING A SKETCH & DESCRIPTION OF
A PORTION OF THE NORTHEAST QUARTER OF
SECTION 4, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST
JOHNS COUNTY, FLORIDA**

**POINT OF
COMMENCEMENT**
COMMON CORNER OF SECTION 3 & 4,
TOWNSHIP 8 SOUTH, RANGE 29 EAST, AND
SECTION 33 & 34, TOWNSHIP 7 SOUTH, RANGE
29 EAST.



PID # 1363100020
356 REAL ESTATE INVESTMENTS
MARKET PLACE DR.

MARKETPLACE DRIVE



PID # 1363170000
WANDERING LANE HOLDINGS, LLC
1111 MARKET PLACE DR.

**POINT OF
BEGINNING**
5' X 10' UTILITY EASEMENT

NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN UPON THIS SURVEY ARE BASED ON (NAD 83) NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.

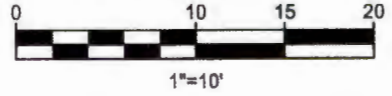
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GRAPHIC SCALE



RUSSELL D. FLINT, Florida PSM # 7324
Not Valid Without The Digital Signature of A Florida Licensed
Surveyor & Mapper



**Flint Surveying
& Mapping, Inc.**

111 NATURE WALK PKWY, UNIT 102
ST AUGUSTINE, FL 32092
PHONE (904) 392-5948

LICENSED PROFESSIONAL
FLORIDA #7324

PROJECT NO:	23-0242
MAP DATE:	07/18/2023
SURVEY DATE:	N/A
CHECKED BY:	RDF
DRAWN BY:	TJF
FIELD WORK:	N/A
PAGE:	1 OF 1



**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: November 1, 2023
SUBJECT: Hyundai at St. Johns Marketplace (ASBULT 2023000102)

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Hyundai at St. Johns Marketplace.

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.



2023 Aerial Imagery

Date: 11/9/2023

Hyundai at
St. Johns Marketplace

Easement for Utilities



Land Management
Systems
(904) 209-1276

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 herein.