

RESOLUTION NO. 2024-305

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE THE DOLLAR TREE STORE LOCATED IN PALENCIA.

RECITALS

WHEREAS, Dollar Tree Stores, Inc., a foreign profit corporation, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve the Dollar Tree store located in Palencia, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, DNS Contracting, LLC, a Florida limited liability company, has executed and presented to the County a Warranty for work performed at the Dollar Tree store, 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 Warranty 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 and file the Warranty in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 6th day of August, 2024.

Rendition Date AUG 09 2024

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Sarah Arnold, Chair

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

Robin L. Patty

Deputy Clerk

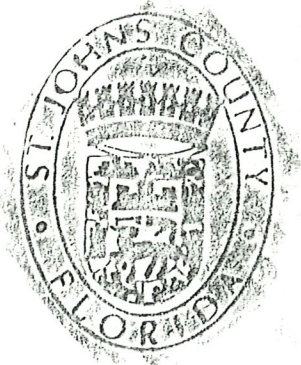


Exhibit "A" to the Resolution
EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 8th day of December, 2023 by Dollar Tree Stores, Inc., with an address of 500 Volvo Pkwy, Chesapeake, VA 23322, 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 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. 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. 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 meters.

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

D. RICHARD BUSHBY
Print Name

[Signature]
Witness Signature

MICHAEL I. RONOFF
Print Name

By: [Signature]

Print Name: Todd Littler

Its: Senior Vice President

STATE OF ~~FLORIDA~~ ^{VIRGINIA}
COUNTY OF VIRGINIA BRANT
CITY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of DECEMBER, 2023, by TODD LITTLER as SR. VICE PRESIDENT for DOUGLASS TREE STUDIOS, INC.

MEGAN LYNN GILLEN
NOTARY PUBLIC
REG. #7937108
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2025

Megan Lynn Gillen
Notary Public
My Commission Expires: 1/31/25

Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT "A"
EASEMENT AREA

WATER METER EASEMENT (5x5)

That certain tract or parcel of land being a part of Section 4, Township 6 South, Range 29 East, St. Johns County, Florida, and also being a part of the lands described in Official Records Book 5700, Page 1541 of the Public Records of said County and being more particularly described as commencing at the intersection of the Northwesterly right of way line of Regalo Road (a 60 foot right of way as presently established, formerly known as Shannon Road) with the Northeasterly right of way line of U. S. Highway No. 1 (a 150 foot right of way as presently established); thence North 37°54'50" West, along said Northeasterly right of way line, 214.46 feet to the most Southerly corner of said lands described in Official Records Book 5700, Page 1541; thence North 52°05'10" East, along the Southeasterly line of said aforementioned lands, 282.52 feet to an intersection with the centerline of a 43 foot shared access drive easement as recorded in Official Records Book 5700, Page 1501 of the Public Records of said County, said 43 foot shared access drive easement also being known as McCoy Way, the same being the Northeasterly line of said lands recorded in Official Records Book 5700, Page 1541; thence North 37°54'50" West, along said centerline and along said Northeasterly line, 72.44 feet; thence South 52°05'10" West, 24.54 feet to a point for the point of beginning; thence continue South 52°05'10" West, 5.00 feet; thence North 37°54'50" West, 5.00 feet; thence North 52°05'10" East, 5.00 feet; thence South 37°54'50" East, 5.00 feet to the point of beginning.

MAP SHOWING

That certain tract or parcel of land being a part of Section 4, Township 6 South, Range 29 East, St. Johns County, Florida, and also being a part of the lands described in Official Records Book 5700, Page 1541 of the Public Records of said County and being more particularly described as commencing at the intersection of the Northwesterly right of way line of Regalo Road (a 60 foot right of way as presently established, formerly known as Shannon Road) with the Northeasterly right of way line of U. S. Highway No. 1 (a 150 foot right of way as presently established); thence North 37°54'50" West, along said Northeasterly right of way line, 214.46 feet to the most Southerly corner of said lands described in Official Records Book 5700, Page 1541; thence North 52°05'10" East, along the Southeasterly line of said aforementioned lands, 282.52 feet to an intersection with the centerline of a 43 foot shared access drive easement as recorded in Official Records Book 5700, Page 1501 of the Public Records of said County, said 43 foot shared access drive easement also being known as McCoy Way, the same being the Northeasterly line of said lands recorded in Official Records Book 5700, Page 1541; thence North 37°54'50" West, along said centerline and along said Northeasterly line, 72.44 feet; thence South 52°05'10" West, 24.54 feet to a point for the point of beginning; thence continue South 52°05'10" West, 5.00 feet; thence North 37°54'50" West, 5.00 feet; thence North 52°05'10" East, 5.00 feet; thence South 37°54'50" East, 5.00 feet to the point of beginning.

Date: December 12, 2023

prepared for:

Scale: 1" = 20'

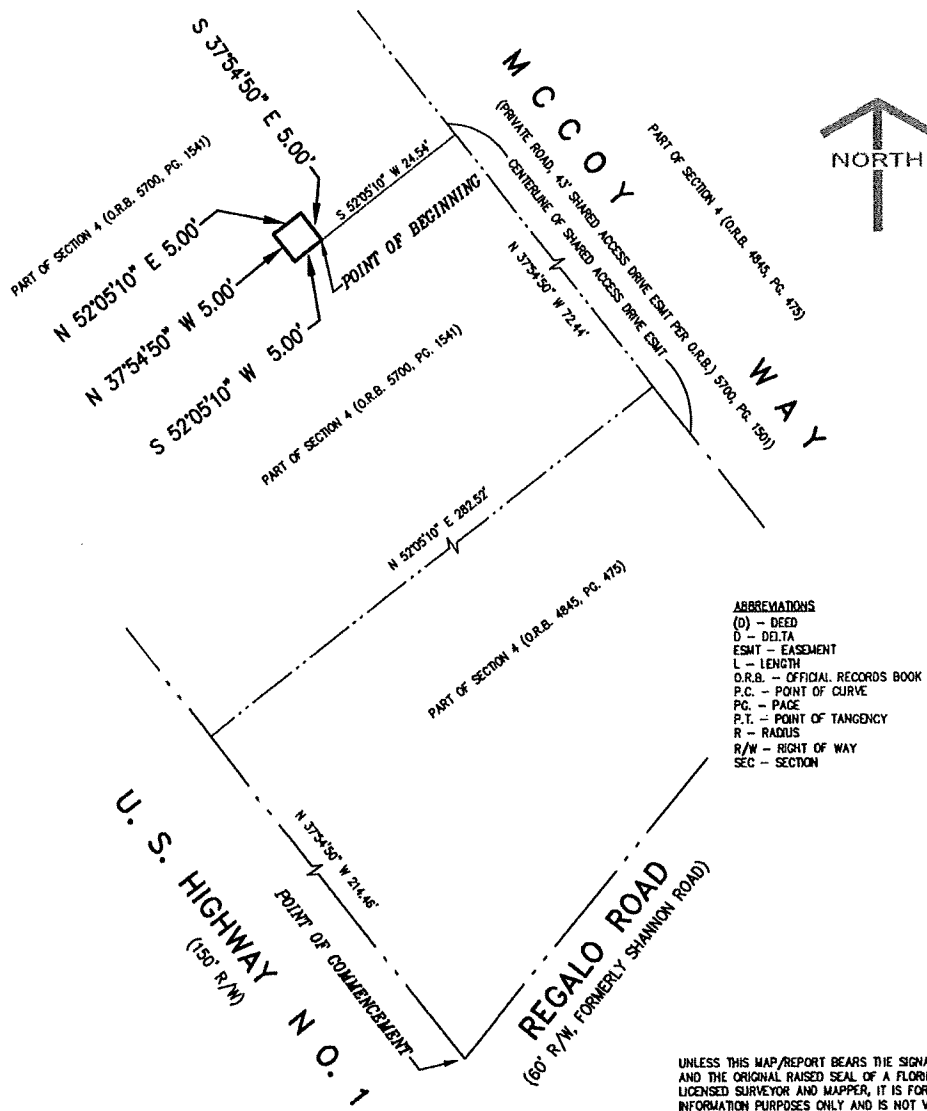
DOLLAR TREE STORES, INC.

CERTIFICATION: The map and legal description shown hereon (NOT A SURVEY) meets the standards of practice for same as set forth by the Board of Professional Surveyors & Mappers, pursuant to Section 472.027, Florida Statutes.

SIGNED:

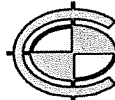
Lisa A. Davis

Lisa A. Davis, Professional Surveyor & Mapper No. 6182



ABBREVIATIONS
 (D) - DEED
 Δ - DELTA
 ESMT - EASEMENT
 L - LENGTH
 O.R.B. - OFFICIAL RECORDS BOOK
 P.C. - POINT OF CURVE
 PG. - PAGE
 P.T. - POINT OF TANGENCY
 R - RADIUS
 R/W - RIGHT OF WAY
 SEC - SECTION

UNLESS THIS MAP/REPORT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, IT IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.



CROASDELL COMPANY

SITE PLANNING • SITE ENGINEERING • LAND SURVEYING
 420 East Adams Street, Jacksonville, Florida 32202 • Phone 904.398.9940 • Fax 904.398.7824
 EMLB 8211 WWW.CROASDELL.NET CROASDELL@GMAIL.COM SINCE 1928

Exhibit "B" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT

Date: 2/20/2024 **3E - CLOSEOUT - WARRANTY**
Project Title: Dollar Tree Palencia
FROM: DNS Contracting LLC
Contractor's Name
Address: 1517 Raye Road
Jacksonville, FL 32218

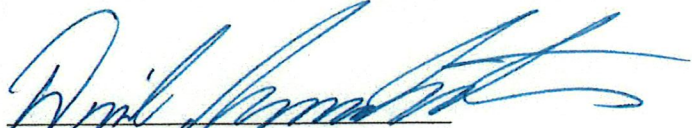
TO: St. Johns County Utility Department
 Post Office Box 3006
 St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.



Contractor:

David Sundstrom
Print Contractor's Name


Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or _____
on-line notarization, this 20th day of February, 2024, by
David Sundstrom as President for
DNS Contracting LLC

 
Notary Public
My Commission Expires: 12/05/2026

Personally Known or Produced Identification
Type of Identification Produced

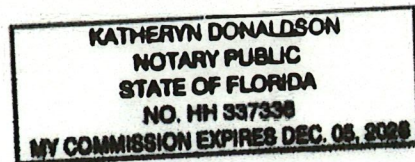




Exhibit "C" to the Resolution

**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16

St. Augustine, Florida 32084

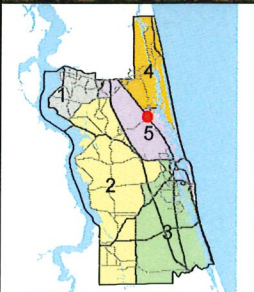
I N T E R O F F I C E M E M O R A N D U M

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: June 26, 2024
SUBJECT: Dollar Tree – Palencia MUA5 (ASBUILT 2024000021)

Please present the Easement and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Dollar Tree – Palencia MUA5.

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: 7/11/2024

Dollar Tree
Palencia MUA5
Easement & Warranty



Land Management
Systems
(904) 209-0798

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.