

**RESOLUTION NO. 2024-34**

**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 7-ELEVEN AT PARKWAY VILLAGE #42108 LOCATED OFF INTERNATIONAL GOLF PARKWAY .**

**RECITALS**

**WHEREAS**, DIM Holdings, LLC, a Nevada limited liability company, has executed and presented to the County an Easement for Utilities associated with the water system to serve 7-Eleven at Parkway Village #42108 located off International Golf Parkway, 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 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, Bill of Sale, Final Release of Lien and Warranty, attached and incorporated hereto, are 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 Easements for Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 6th day of February, 2024.

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

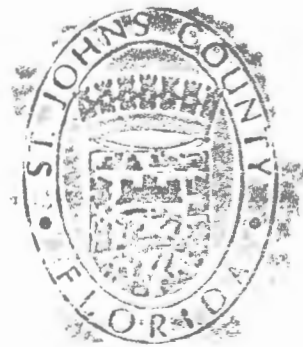
By: \_\_\_\_\_

Sarah Arnold, Chair

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

Rendition Date: FEB 07 2024

Crystal Smith  
Deputy Clerk



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 4 day of December, 2023 by **DIM Holdings, LLC.**, a Nevada limited liability company, with an address of c/o Ditel, LLC, 2739 Shadow Dancer Trail, Reno, NV 89511, Attn: Sally Dickinson and Charles Dickinson, 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 meter(s) and reuse meter(s) over and under 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.

UPS Store #4290  
59 Damonte Ranch Pkwy, Ste. B  
Reno, NV 89521-2989  
WITNESS ADDRESS

Signed, sealed and delivered  
In the presence of:

[Signature]  
Witness Signature

Evan Wolf  
Print Name

[Signature]  
Witness

Taylor Angel  
Print Name

By: [Signature]

CHARLES C DICKINSON  
Print Name

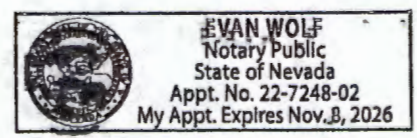
Its: OPERATING MANAGER

STATE OF NEVADA  
COUNTY OF Washoe

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4 day of December, 2023, by Charles C. Dickinson as Grantor for Easement for Utilities.

[Signature]  
Notary Public  
My Commission Expires: Nov. 8, 2026

Personally Known or Produced Identification  
Type of Identification Produced





# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"  
SHEET 01 OF 02

## LEGAL DESCRIPTION (UTILITY EASEMENT)

A PART OF SUBSECTION 10 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AS SHOWN ON PLAT OF SAME, RECORDED IN DEED BOOK Q, PAGE 495 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SUBSECTION 10; THENCE RUN SOUTH 72°07'40" EAST, ALONG THE NORTH LINE OF SAID SUBSECTION 10, A DISTANCE OF 411.43 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4226, PAGE 1849 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 50°37'11" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.03 FEET TO A POINT ON THE NORTHERLY LINE OF THE LANDS DESCRIBED AS OUTPARCEL 1 IN OFFICIAL RECORDS BOOK 4820, PAGE 889, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG THE NORTHERLY AND EASTERLY LINE OF SAID OUTPARCEL 1 THE FOLLOWING FOUR (4) COURSES AND DISTANCES; 1) THENCE RUN SOUTH 39°22'49" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET; 2) THENCE RUN SOUTH 80°53'30" EAST, A DISTANCE OF 337.75 FEET TO A POINT ON A 550.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°23'46" WEST AND A CHORD LENGTH OF 51.68 FEET; 3) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°23'08", AN ARC DISTANCE OF 51.70 FEET TO THE POINT OF BEGINNING, 4) THENCE CONTINUE SOUTHERLY ALONG SAID 550.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°55'20" WEST AND A CHORD LENGTH OF 15.00 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'46", AN ARC DISTANCE OF 15.00 FEET; THENCE DEPARTING THE EASTERLY LINE OF SAID LANDS, RUN NORTH 71°30'18" WEST, A DISTANCE OF 8.00 FEET TO A POINT ON A 558.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°55'49" EAST AND A CHORD LENGTH OF 15.00 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°32'25", AN ARC DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 71°30'18" EAST, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 120.00 SQUARE FEET, MORE OR LESS.

### LEGEND:

- CA = REFERENCE TO CURVE TABLE
- LB = LICENSED BUSINESS
- LP = REFERENCE TO LINE TABLE
- POC = POINT ON CURVE
- ↔ = CHANGE IN DIRECTION
- = LINE BREAK



Jeremy Hallick  
2022.05.23  
13:28:54 -04'00'

JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 6715

JOB 521122.0000

SEE SHEET 2 FOR SKETCH



### GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE NORTH LINE OF SUBSECTION 10, HAS A BEARING OF SOUTH 72°07'40" EAST.

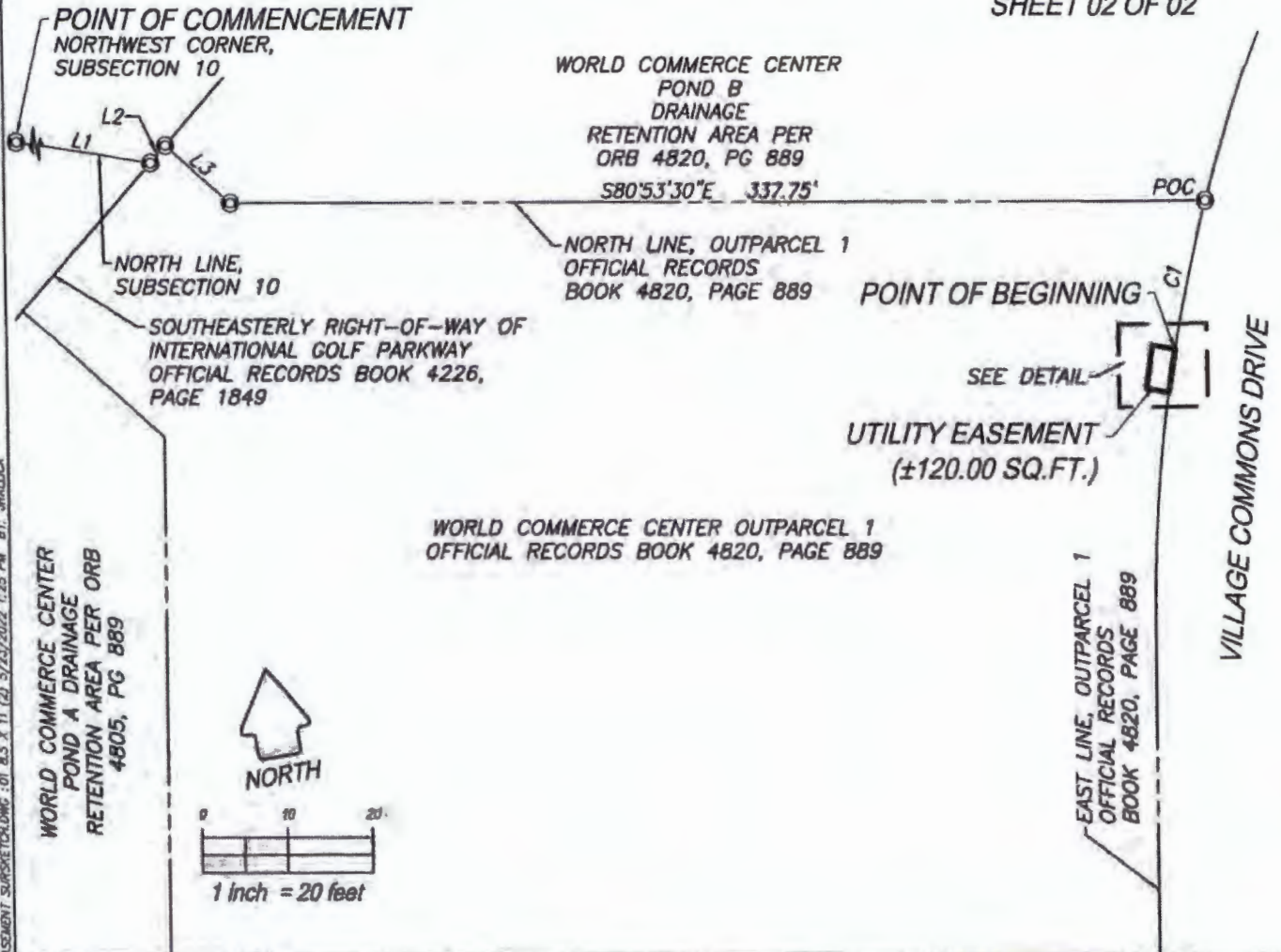


# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"  
SHEET 02 OF 02

DRAWING NAME: S:\SURVEY\NEW SURVEY\ST JOHN\SR 16 AND I&P UTILITY EASEMENT SURVEY\SR 16 AND I&P UTILITY EASEMENT SURVEY\DWG\SR 16 AND I&P UTILITY EASEMENT SURVEY\DWG :01 8.3 X 11 (2) 5/23/2022 1:25 PM BY: JHULLICK

PDF 8.5 x 11 : \_FB.PSM (255 Black).ctb



## STATE ROAD 16

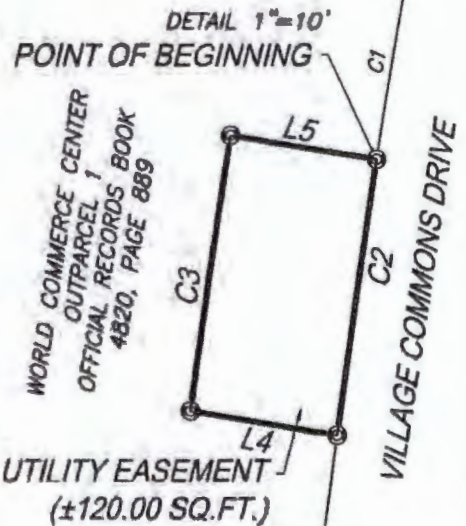
(200 FOOT WIDE PUBLIC RIGHT-OF-WAY  
PER FLORIDA DEPARTMENT OF  
TRANSPORTATION RIGHT-OF-WAY MAP,  
SECTION 78060-2522)

### LINE TABLE

LINE TAG	BEARING	DISTANCE
L1	S72°07'40"E	411.43'
L2	N50°37'13"E	8.03'
L3	S39°22'49"E	30.00'
L4	N71°30'18"W	8.00'
L5	S71°30'18"E	8.00'

### CURVE TABLE

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	550.00'	5°23'08"	51.70'	S21°23'46"W	51.68'
C2	550.00'	1°33'46"	15.00'	S17°55'20"W	15.00'
C3	558.00'	1°32'25"	15.00'	N17°55'49"E	15.00'



JOB S21122.0000

SEE SHEET 1 FOR DESCRIPTION

**CFB** | CLYMER FARNER BARLEY  
4450 NE 83RD ROAD - WILDWOOD, FL 34785  
(352) 748-3126 LB4709



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

Utility Department

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**INTEROFFICE MEMORANDUM**

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**TO:** Debbie Taylor, Real Estate Manager  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**SUBJECT:** 7-Eleven at Parkway Village #42108 (ASBUILT 2023000051)  
**DATE:** May 10, 2023

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of 7-Eleven at Parkway Village #42108.

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.





Subject Property



2023 Aerial Imagery  
Date: 12/18/2023

7-Eleven at  
Parkway Village  
#42108

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 hereon.