

RESOLUTION NO. 2024- 556

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND WARRANTY ASSOCIATED WITH THE WATER METERS TO SERVE MR. CLEAN CAR WASH LOCATED OFF US HIGHWAY 1.

RECITALS

WHEREAS, Hutton Palencia FL ST, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water meters to serve Mr. Clean Car Wash, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Vallencourt, Inc, a Florida profit corporation, has executed and presented to the County a Warranty for work performed at Mr. Clean Car Wash, 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, 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 Easement for Utilities and file the Warranty in the Public Records of St. Johns County, Florida.

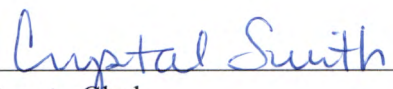
PASSED AND ADOPTED this 17th day of December, 2024.

Rendition Date DEC 17 2024

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

By: 
Krista Joseph, Chair

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


Deputy Clerk

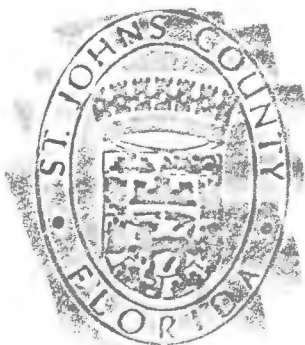


Exhibit "A" to the Resolution
EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 29 day of May, 2024 by Hutton Palencia FL ST, LLC, a Florida limited liability company, with an address of 736 Cherry Street, Chattanooga, Tennessee 37402, 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 and depicted on Exhibit B (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:

Hutton Palencia FL ST, LLC, a
Florida limited liability company

[Signature]
Witness

By: [Signature]
Name: Karen S. Hutton
Its: President + CEO

Janette Darnell
Print Name

736 Cherry Street
Chattanooga, TN 37402
Witness Address REQUIRED BUSINESS OR PERSONAL

[Signature]
Witness

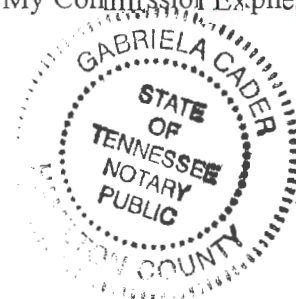
JARED SMITH
Print Name
736 Cherry Street
Chattanooga TN, 37402
Witness Address REQUIRED BUSINESS OR PERSONAL

Tennessee
STATE OF FLORIDA
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me by means
of physical presence or online notarization, this 29th day of
MAY, 2024, by
Karen J. Hutton as President + CEO
for Hutton Palencia FL ST, LLC.

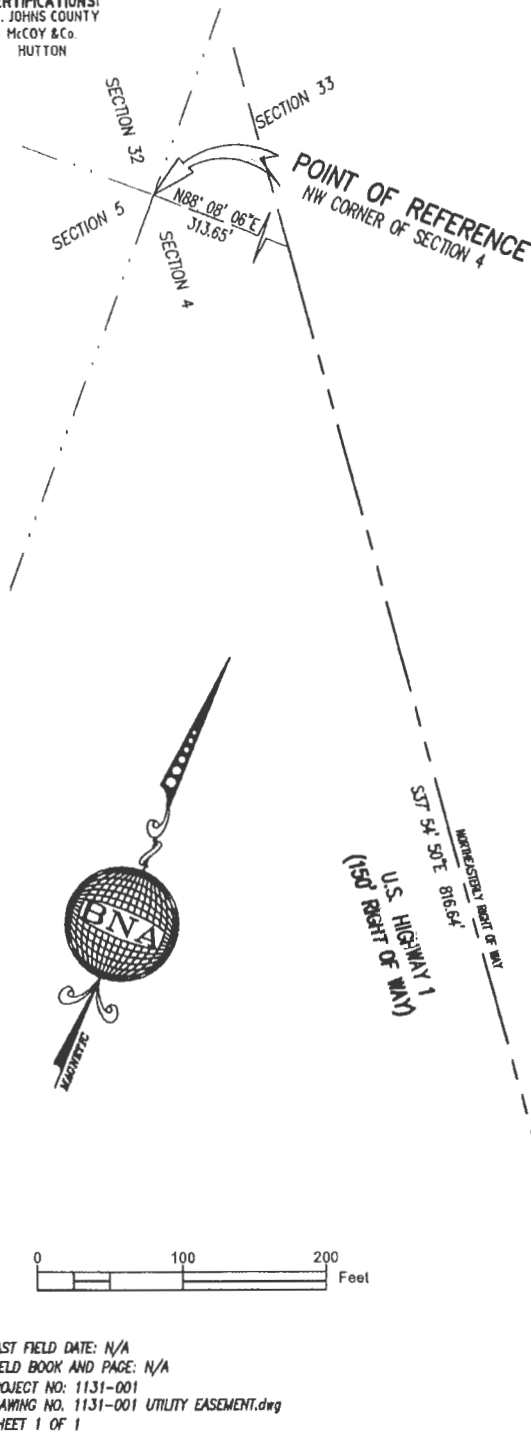
[Signature]
Notary Public
My Commission Expires: 4/22/2028

Personally Known or Produced Identification
Type of Identification Produced



MAP SHOWING SURVEY OF: A PORTION OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

CERTIFICATIONS:
ST. JOHNS COUNTY
McCOY & Co.
HUTTON



5'X5' UTILITY EASEMENT

A PORTION OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 88°08'06" EAST, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 313.65 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF U.S. HIGHWAY 1 (A 150 FEET RIGHT OF WAY); THENCE SOUTH 37°54'50" EAST, ALONG THE NORTHEAST RIGHT OF WAY LINE OF U.S. HIGHWAY, A DISTANCE OF 816.64 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF REGALO ROAD (A 60 FEET RIGHT OF WAY); THENCE NORTH 38°53'53" EAST, ALONG THE NORTHWESTERLY RIGHT OF WAY OF REGALO ROAD A DISTANCE OF 277.40 FEET; THENCE NORTH 51°06'07" WEST, DEPARTING THE NORTHWESTERLY RIGHT OF WAY OF REGALO ROAD, A DISTANCE OF 17.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38°53'53" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 51°06'07" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 38°53'53" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 51°06'07" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

LAST FIELD DATE: N/A
FIELD BOOK AND PAGE: N/A
PROJECT NO: 1131-001
DRAWING NO. 1131-001 UTILITY EASEMENT.dwg
SHEET 1 OF 1

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 1, AS BEING NORTH 37°54'50" EAST, AS SHOWN ON FROM A BOUNDARY AND TOPOGRAPHIC SURVEY FROM CROASDELL COMPANY, DATED 12/28/2020, JOB NUMBER 45485
 2. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND BRADSHAW-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
 3. THIS IS A SKETCH AND DESCRIPTION OF A UTILITY EASEMENT ONLY AND DOES NOT ADDRESS ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY.
 4. UNDERGROUND UTILITIES OR FOUNDATIONS WERE NOT LOCATED BY THIS SURVEY.
- THIS SURVEY IS CERTIFIED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON AND IS NOT VALID WITHOUT THE SURVEYOR'S AND/OR-BASED SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPING CONSULTANT SHOWN HEREON.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 5J-17.051 & 5J-17.052 F.A.C.

5/21/2024
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

BRADSHAW-NILES and ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS
LICENSED BUSINESS No. 0824
3520 LEWIS SPEEDWAY
ST. AUGUSTINE, FLORIDA 32084
(904) 828-2591 FAX: (904) 828-5070

Exhibit "B" to the Resolution

Date: 10/11/24 **ST. JOHNS COUNTY UTILITY DEPARTMENT**
 Project Title: Mr. Clean Carwash **3E – CLOSEOUT - WARRANTY**
 FROM: Vallencourt Inc.
 Contractor's Name
 Address: 4601 Touchton Rd E. Jacksonville FL

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

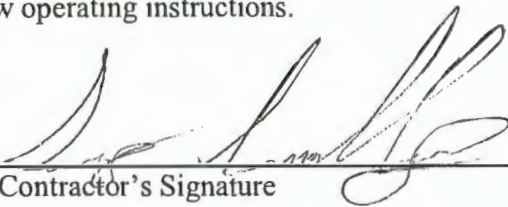
The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

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 Vallencourt

Print Contractor's Name



Contractor's Signature

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of X physical presence or _____
 on-line notarization, this 15 day of October, 2024, by
David Vallencourt as CEO for
Vallencourt Inc



Notary Public
 My Commission Expires: 10/14/2027

Personally Known Produced Identification
 Type of Identification Produced

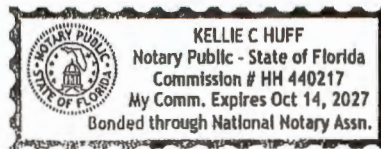




Exhibit "C" to the Resolution
ST. JOHNS COUNTY
UTILITIES

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: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: November 12, 2024
SUBJECT: Mr. Clean Car Wash (ASBULT 2024000155)

St. Johns County Utility Department has reviewed and approved the Easement and Warranty. Please present the documents to the Board of County Commissioners (BCC) for final approval and acceptance of Mr. Clean Car Wash.

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 Area



2024 Aerial Imagery

Date: 11/18/2024

Mr. Clean Car Wash Easement and 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.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
VALLENCOURT, INC.

Filing Information

Document Number	G84659
FEI/EIN Number	59-2368397
Date Filed	02/14/1984
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/06/2020

Principal Address

4601 Touchton Rd E
Ste 3250
Jacksonville, FL 32246

Changed: 10/08/2024

Mailing Address

4601 Touchton Rd E
Ste 3250
Jacksonville, FL 32246

Changed: 10/08/2024

Registered Agent Name & Address

VALLENCOURT, DAVID
4601 Touchton Rd E
Ste 3250
Jacksonville, FL 32246

Name Changed: 10/06/2020

Address Changed: 10/24/2024

Officer/Director Detail

Name & Address

Title President

Vallencourt, David
4601 Touchton Rd E
Ste 3250
Jacksonville, FL 32246

Title Treasurer

Gammon, Ryan
4601 Touchton Rd E
Ste 3250
Jacksonville, FL 32246

Annual Reports

Report Year	Filed Date
2023	07/11/2023
2024	04/30/2024
2024	10/24/2024

Document Images

10/24/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/30/2024 -- ANNUAL REPORT	View image in PDF format
07/11/2023 -- ANNUAL REPORT	View image in PDF format
04/08/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
10/06/2020 -- REINSTATEMENT	View image in PDF format
06/05/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
10/08/2015 -- Reg. Agent Change	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
09/25/2014 -- Reg. Agent Change	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
03/18/2013 -- ANNUAL REPORT	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
04/06/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
02/25/2009 -- Reg. Agent Change	View image in PDF format
04/04/2008 -- ANNUAL REPORT	View image in PDF format
01/23/2007 -- ANNUAL REPORT	View image in PDF format
07/05/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2006 -- Reg. Agent Change	View image in PDF format
04/21/2005 -- ANNUAL REPORT	View image in PDF format
04/09/2004 -- ANNUAL REPORT	View image in PDF format
04/23/2003 -- ANNUAL REPORT	View image in PDF format
05/01/2002 -- ANNUAL REPORT	View image in PDF format

[05/16/2001 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[04/21/2000 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[04/22/1999 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[05/06/1998 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[06/16/1997 -- NAME CHANGE](#)

[View image in PDF format](#)

[03/21/1997 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[04/23/1996 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[05/16/1995 -- ANNUAL REPORT](#)

[View image in PDF format](#)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
HUTTON PALENCIA FL ST, LLC

Filing Information

Document Number	L22000349721
FEI/EIN Number	47-2617230
Date Filed	08/09/2022
State	FL
Status	ACTIVE

Principal Address

736 CHERRY ST
CHATTANOOGA, TN 37402

Mailing Address

736 CHERRY ST
CHATTANOOGA, TN 37402

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title AP

HUTTON, KAREN J
736 CHERRY ST
CHATTANOOGA, TN 37402

Title AP

White, William
736 CHERRY ST
CHATTANOOGA, TN 37402

Title AP

HARPER, BENJAMIN P
736 CHERRY ST
CHATTANOOGA, TN 37402

Title AP

DEERING, MICHAEL
736 CHERRY ST
CHATTANOOGA, TN 37402

Annual Reports

Report Year	Filed Date
2023	07/12/2023
2024	05/01/2024

Document Images

05/01/2024 -- ANNUAL REPORT	View image in PDF format
07/12/2023 -- ANNUAL REPORT	View image in PDF format
08/09/2022 -- Florida Limited Liability	View image in PDF format