

RESOLUTION NO. 2025-280

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND CLOSEOUT WARRANTY FOR THE WATER SYSTEM TO SERVE STARBUCKS TREATY OAKS.**

**RECITALS**

**WHEREAS**, GB St. Augustine, LLC., a Florida limited liability company has executed and presented to St. Johns County an Easement for Utilities for the water system to serve Starbucks Treaty Oaks, attached hereto as Exhibit “A”; and

**WHEREAS**, CCS Construction., has executed a Closeout Warranty for work associated with the water system to serve Starbucks Treaty Oaks, attached hereto as Exhibit “B” and incorporated by reference and made 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 Board of County Commissioners hereby accepts the Easement for Utilities and Closeout Warranty.

**Section 3.** To the extent that there are typographical 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 is instructed to record the Easement for Utilities and file the Closeout Warranty in the Official Records of St. Johns County, Florida.

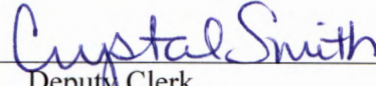
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19th day of August, 2025.

Rendition Date AUG 19 2025

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Krista Joseph, Chair

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

By:   
Deputy Clerk



Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 12th day of December, 2024 by GB St. Augustine, LLC, with an address of 5858 Central Avenue, St Petersburg, FL 33707, 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, alienate, 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 and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water meter 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. This easement is for water meter 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.

(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 meter 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.

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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURES COMMENCE ON THE FOLLOWING PAGE.**

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its company seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered In the presence of:

[Signature]  
Witness

[Signature]

By: Gregory S. Sembler  
Its: Authorized Member

Bethany W Hernandez  
Print Name

5858 Central Ave  
St. Petersburg, FL 33707

Witness Address REQUIRED BUSINESS OR PERSONAL

[Signature]  
Witness

DAVID A. DAVIS  
Print Name

2939 Shipton Ave  
New Port Richey FL 34655

Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26 day of November, 2024, by Gregory S. Sembler as Authorized member for GB St. Augustine, LLC.

Helen M Camp  
Notary Public  
My Commission Expires: 10/13/2028

Personally Known or Produced Identification  
Type of Identification Produced



EXHIBIT "A"  
EASEMENT AREA

November 26, 2024 Revised July 28, 2025  
40 Sembler Drive  
Parcel ID: 1360000020

Work Order No. 24-633.00  
File No. 130G-21.00

## Water Easement 2

A Portion Of Section 3, Township 8 South, Range 29 East, St. Johns County Florida, Being A Portion Of OP3, As Described And Recorded In Official Records Book 5713, Page 551 Of The Public Records Of Said County, Being More Particularly Described As Follows:

For A **Point Of Reference**, Commence At The Intersection Of The Southerly Line Of The North One-Half Of The Northeast One-Quarter Of Said Section 3 With The Southeasterly Right Of Way Line Of State Road No. 207, A Variable Width Right Of Way As Presently Established; Thence North  $36^{\circ}21'53''$  East, Along Said Southeasterly Right Of Way Line, A Distance Of 715.03 Feet To The Westerly Most Corner Of Said OP3; Thence South  $53^{\circ}38'07''$  East, Departing Said Southeasterly Right Of Way Line, Along The Southwesterly Line Of OP3, A Distance Of 232.00 Feet To The Southeasterly Line Of Said OP3; Thence North  $36^{\circ}21'53''$  East, A Distance Of 74.55 Feet To The **Point Of Beginning**.

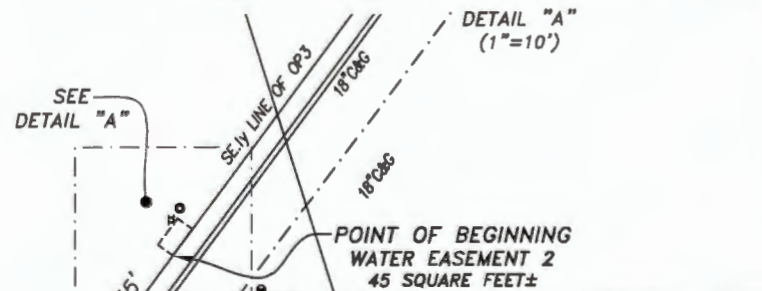
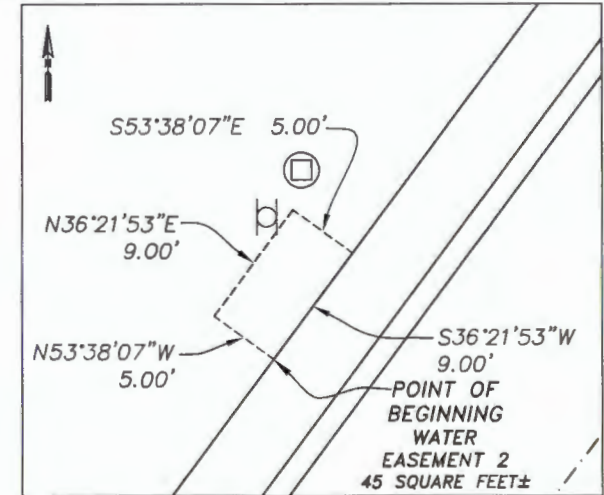
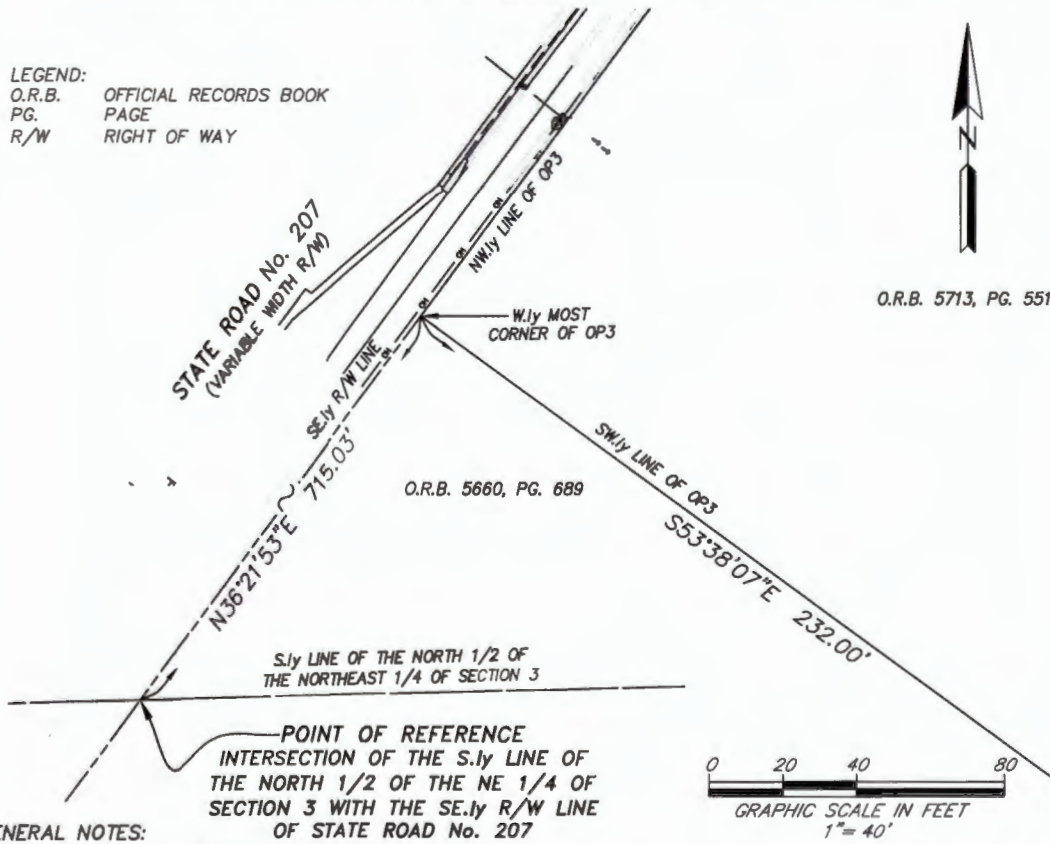
From Said **Point Of Beginning**, Thence North  $53^{\circ}38'07''$  West, Departing Said Southeasterly Line Of OP3, A Distance Of 5.00 Feet; Thence North  $36^{\circ}21'53''$  East, A Distance Of 9.00 Feet; Thence South  $53^{\circ}38'07''$  East, A Distance Of 5.00 Feet To The Southeasterly Line Of OP3; Thence South  $36^{\circ}21'53''$  West, Along Said Southeasterly Line Of OP3, A Distance Of 9.00 Feet To The **Point Of Beginning**.

Containing 45 Square Feet, More Or Less.

### SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF OP3, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5713, PAGE 551, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

LEGEND:  
 O.R.B. OFFICIAL RECORDS BOOK  
 PG. PAGE  
 R/W RIGHT OF WAY



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



*Joseph K. Lek*

SCALE: 1" = 40'  
 DATE: NOVEMBER 26, 2024  
 JOSEPH K. LEK  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LS No. 6016

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 207 AS BEING NORTH 36°21'53" EAST.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
 Tel: (904) 642-8550 Fax: (904) 642-4165  
 Certificate of Authorization No.: LB 3624

Exhibit "B" to the Resolution  
**ST. JOHNS COUNTY UTILITY DEPARTMENT**  
**3E - CLOSEOUT - WARRANTY**

Date: 6/6/25  
Project Title: Starbucks at Treaty Oaks  
FROM: CCS Construction  
Contractor's Name  
Address: 2345 W. SAND LAKE RD. SUITE 100  
ORLANDO, FL 32809

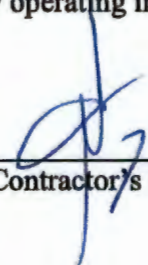
TO: St. Johns County Utility Department  
Post Office Box 3006  
St. Augustine, Florida 32085

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.

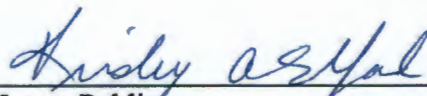
Contractor:

Ashley Rumble  
Print Contractor's Name


  
Contractor's Signature

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ on-line notarization, this 6th day of June, 2025, by Ashley Rumble as Managing Partner for CCS Construction, LLC.

  
Notary Public  
My Commission Expires: 7/2/26

Personally Known or Produced Identification  
Type of Identification Produced Dr. Lic.

  
KINSLEY A. ELFAND  
Notary Public  
State of Florida  
Comm# HH567419  
Expires 7/2/2028



**ST. JOHNS COUNTY  
UTILITIES**

1205 State Road 16  
St. Augustine, Florida 32084

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**INTEROFFICE MEMORANDUM**

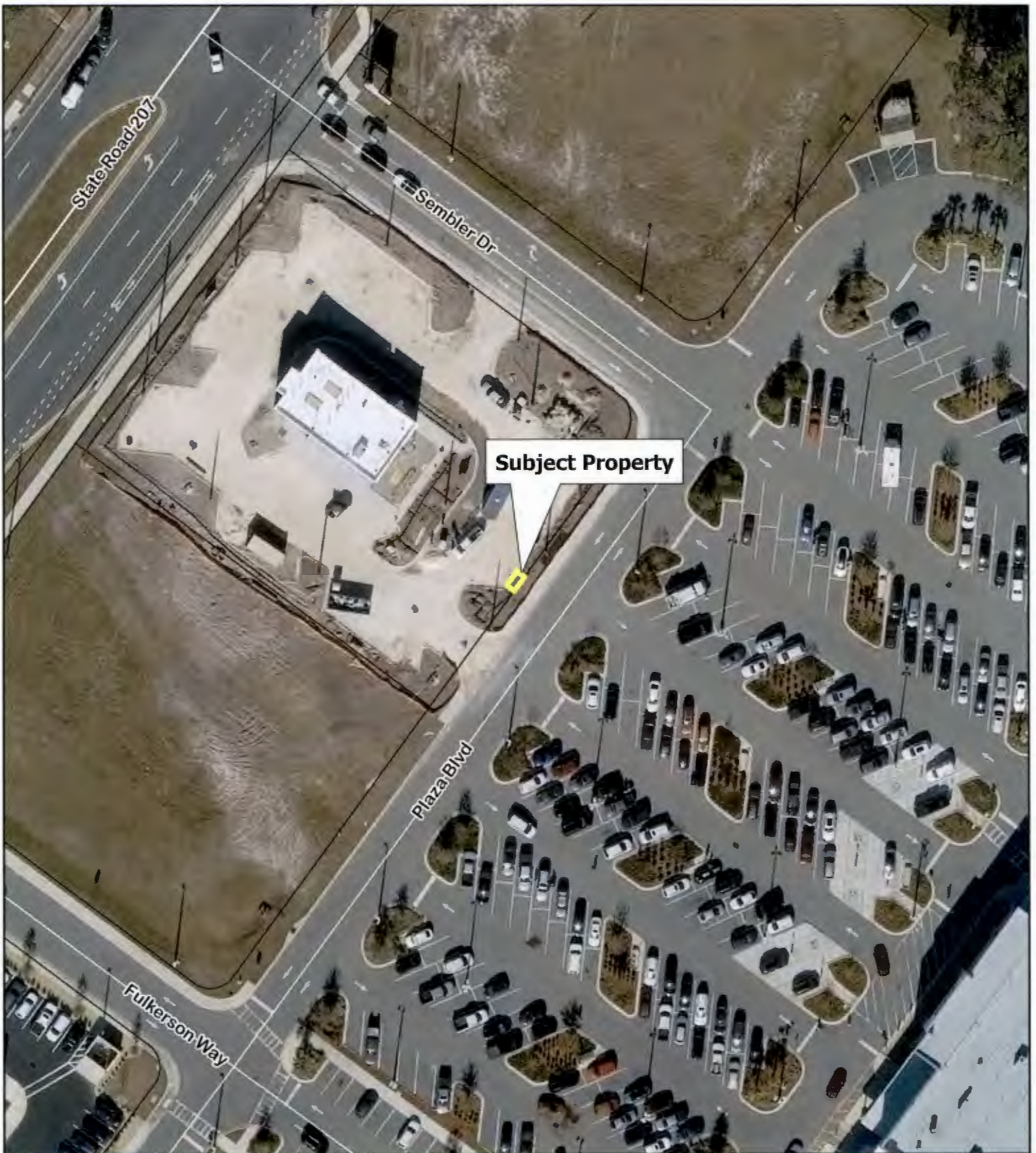
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**TO:** David Kaufman, Real Estate Manager  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**DATE:** July 7, 2025  
**SUBJECT:** Starbucks at Treaty Oaks (ASBULT 2025000062)

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 Starbucks at Treaty Oaks.

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**



Imagery Date: 12/2024

Date: 7/24/2025

**Starbucks Treaty Oaks  
Easement for Utilities  
& Warranty**



**Land Management  
Systems  
Real Estate Division  
(904) 209-0790**

**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.