

RESOLUTION NO. 2025-416

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 PROPERTY LOCATED ON THOMAS INDUSTRY WAY (IGP LOTS 9, 10, AND 11).

RECITALS

WHEREAS, Capitol Gateway Properties, LLC., has executed and presented to St. Johns County an Easement for Utilities associated with the water system to serve a business on Thomas Industry Way (IGP Lots 9, 10, and 11), 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, 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.

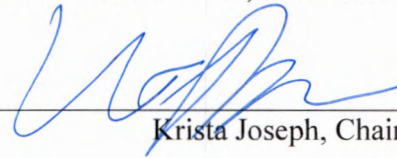
Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 4th day of November, 2025.

Rendition Date NOV 04 2025

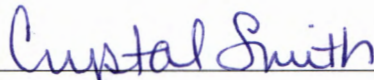
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____



Krista Joseph, Chair

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



Deputy Clerk

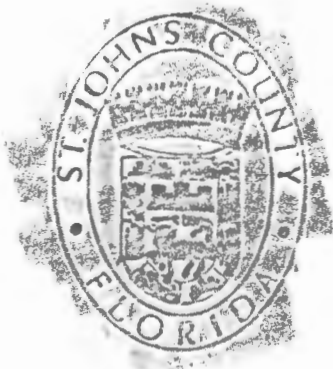


Exhibit "A"

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 25 day of September 2025 by **CAPITOL GATEWAY PROPERTIES, LLC.**, a Maryland limited liability company, whose address is PO Box 371, St. Michael, Maryland 21663, 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

Tamara L. Eigenbrode
Print Name

100 Marlboro Ave

Easton MD 21601

Witness Address **REQUIRED BUSINESS OR PERSONAL**

Grantor:

Capitol Gateway Properties, LLC
A Maryland limited liability company

By: Jane B. Wilson

Its: Member/Manager

[Signature]
Witness Signature

Jennifer Mansfield
Print Name

100 Marlboro Ave Ste 1

Easton, MD 21601

Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF Maryland
COUNTY OF Talbot

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of September, 2025, by Jane B. Wilson, as member/manager of Capitol Gateway Properties, LLC., a Maryland limited liability company, who is personally known to me or has produced drivers license as identification.

[Signature]
Notary Public

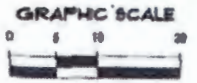
My Commission Expires: 3/22/2028

KYLIE L. BERNSTEIN
Notary Public
Talbot County
Maryland
My Commission Expires March 22, 2028

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF LOT 11, IGP COMMERCE CENTER, AS RECORDED IN FLAT BOOK 112, PAGE 94,
ST. JOHNS COUNTY, FLORIDA

•SKETCH - NOT A BOUNDARY SURVEY•



LOT 17

POINT OF COMMENCEMENT
NW CORNER OF LOT 11, IGP COMMERCE
CENTER, P.B. 112, PG. 94

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 75°14'19" E	5.00'
L2	S 14°45'41" E	5.00'
L3	S 75°14'19" W	5.00'
L4	N 14°45'41" W	5.00'

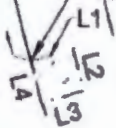
THOMAS INDUSTRY WAY
PRIVATE 80' R/W

EASTERLY RIGHT OF WAY LINE
S 14°45'41" E 107.64'
10' FLORIDA POWER & LIGHT EASEMENT

LOT 11

IGP COMMERCE CENTER
P.B. 112, PG. 94

POINT OF BEGINNING
PROPOSED 5'x5' NON-EXCLUSIVE EASEMENT
25± SQUARE FEET



LOT 10

LEGEND:

P.B. = PLAT BOOK
PG. = PAGE
± = MORE OR LESS
NW = NORTHWEST
R/W = RIGHT OF WAY

SURVEYOR'S NOTES:

1.) BEARINGS SHOWN HEREON ARE REFERRED TO A VALUE OF S 14°45'41" E FOR THE EASTERLY RIGHT OF WAY LINE OF THOMAS INDUSTRY WAY.

DESCRIPTION:

(SEE SHEET 2 OF 2)

CERTIFIED TO:

ST. JOHNS COUNTY UTILITY DEPARTMENT

This map prepared by:
CLINTON N. RICHNER
CERTIFICATE OF AUTHORIZATION NO. L.S. 8976
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CLINTON N. RICHNER

DATE: 11-22-2024
TECHNICIAN: CNR
CHECKED BY: CNR
PROJECT NUMBER: 24-0930
SCALE: 1" = 20'

CHW
AN NIVIS COMPANY
8465 Merchants Way, Ste. 102
Jacksonville, Florida 32222
(904) 619-5521
www.chw-inc.com
EST. 1986 FLORIDA CA-5075

LEGAL DESCRIPTION
24-0930



A PORTION OF LOT 11, IGP COMMERCE CENTER, AS RECORDED IN PLAT BOOK 112, PAGE 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH $14^{\circ}45'41''$ EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF THOMAS INDUSTRY WAY, AN 80' PRIVATE RIGHT OF WAY ALSO KNOWN AS TRACT "H" AS SHOWN ON SAID PLAT OF IGP COMMERCE CENTER, A DISTANCE OF 107.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH $75^{\circ}14'19''$ EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET; THENCE SOUTH $14^{\circ}45'41''$ EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH $75^{\circ}14'19''$ WEST, A DISTANCE OF 5.00 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY OF THOMAS INDUSTRY WAY; THENCE NORTH $14^{\circ}45'41''$ WEST, ALONG LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 25 SQUARE FEET, MORE OR LESS.

Exhibit "B"



ST. JOHNS COUNTY UTILITIES

1205 State Road 16
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: September 29, 2025
SUBJECT: IGP Lots 9, 10, and 11 (ASBULT 2024000190)
Thomas Industry Way

St. Johns County Utility Department has reviewed and approved the Easement. Please present the document to the Board of County Commissioners (BCC) for final approval and acceptance of IGP Lots 9, 10, and 11.

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.



Imagery Date: 12/2024

Date: 9/30/2025

Thomas Industry Way

Water Meter



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.