

RESOLUTION NO. 2026-218

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, AND A WARRANTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE MCDONALD'S ST. AUGUSTINE LOCATED OFF BLACKFORD WAY.

RECITALS

WHEREAS, Splitsville, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water system to serve McDonald's St. Augustine, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Southland Construction, Inc., a Florida profit corporation, has executed and presented to the County a Warranty for work performed at McDonald's St. Augustine, 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 21st day of July, 2026.

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

Rendition Date JUL 21 2026

By: _____

Clay Murphy, Chair

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

Arthur K. Al
Deputy Clerk

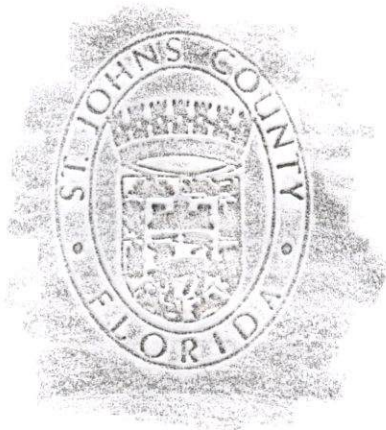


Exhibit "A" to the Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 19 day of February, 2026 by Splitsville, LLC a Florida limited liability company, with an address of 7880 Gate Parkway, Suite 300, Jacksonville, FL 32256, 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 distribution system 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 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 768.28 Florida Statutes, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence. Grantee's obligations are limited as set forth in section 768.28, Florida Statutes, and nothing in this Easement shall be construed to extend the liabilities of Grantee beyond that provided in section 768.28, Florida Statutes or be deemed as a waiver of Grantee's sovereign immunity beyond that provided in section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

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:

James P. Bottarazzi
Witness Signature
James P. Bottarazzi
Print Name

By: Elaine D. Ashourian
Print Name: Elaine D. Ashourian
Title: Mgr

141 Ridgehill Way
St John's FL 32259
Witness Address **REQUIRED BUSINESS OR PERSONAL**

John Snyder
Witness Signature
John Snyder
Print Name

7820 Gate Parkway
Jacksonville, FL 32256
Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me before me by means of
☒ physical presence or ☐ online notarization, this 19th day of February, 2026,
by Elaine D. Ashourian, who
is Manager of Splitsville, LLC. Such
person is personally known to me or has produced — as
identification.

Margaret E. Parente
Notary Public
My Commission Expires:



EXHIBIT "A"
EASEMENT AREA

EASEMENT - MCDONALD'S ST. AUGUSTINE

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY FLORIDA AND BEING A PORTION OF OUTPARCEL E AS RECORDED IN OFFICIAL RECORDS BOOK 4087, PAGE 420, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF SAID OUTPARCEL E AS RECORDED IN OFFICIAL RECORDS BOOK 4087, PAGE 420, SAID POINT ALSO BEING ALONG THE WESTERLY MARGIN OF U.S. HIGHWAY NO. 1 (200' WIDE RIGHT OF WAY) BEING A TRIANGULAR SHAPED CONCRETE MONUMENT STAMPED '1W'; THENCE WITH THE NORTH LINE OF SAID OUTPARCEL E SOUTH 88°52'15" WEST A DISTANCE OF 211.68 FEET TO THE NORTHWEST CORNER OF SAID OUTPARCEL E BEING A 1/2" REBAR FOUND; THENCE WITH THE WEST LINE OF SAID OUTPARCEL E SOUTH 00°03'14" WEST A DISTANCE OF 122.53 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE LEAVING SAID WEST LINE NORTH 88°30'44" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 00°03'14" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 88°30'44" WEST, A DISTANCE OF 9.00 FEET TO THE WEST LINE OF SAID OUTPARCEL E; THENCE ALONG THE WEST LINE OF SAID OUTPARCEL E NORTH 00°03'14" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 0.001 ACRES OR 45 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.602(3)
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, ZONE EAST, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT). ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS EXPRESSED IN U.S. SURVEY FEET.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ST. JOHNS COUNTY PUBLIC ACCESS WEBSITE.

LEGEND & SYMBOLS

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
SEC = SECTION
PB = PLAT BOOK
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
SQ.FT. = SQUARE FEET
AC = ACRES
C = CALCULATED
D = DEEDED
M = MEASURED

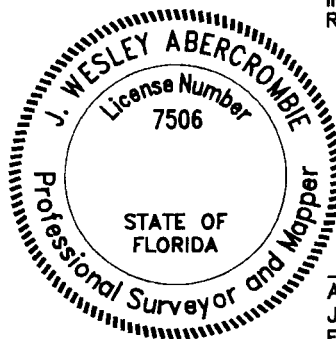


CHANGE IN DIRECTION

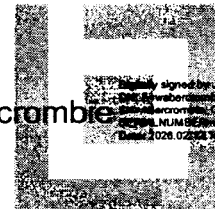
— EASEMENT BOUNDARY LINE
— ADJACENT BOUNDARY LINE
— PROPERTY LINE
— RIGHT-OF-WAY LINE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL PARTS OF THIS SKETCH HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA, 5J-17, F.A.C., TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. NOT VALID WITHOUT A SIGNATURE AND RAISED SEAL FROM THE SURVEYOR.



John W Abercrombie



ATWELL, LLC: LB 7832 DATE
J. WESLEY ABERCROMBIE, P.S.M.
FLORIDA PROFESSIONAL LAND SURVEYOR #7506

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ORGANIZATIONS IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

MCDONALD'S U.S.A., LLC

THIS SKETCH IS NOT A SURVEY

SHEET	1	OF	2		
DRW:	LWE	CHK:	BBY	PM:	WA
SEC:	19	TWN:	8S	RNG:	30E
PLOT DATE: 02/12/2026					
FILE: 24005393 MCD ST. AUGUSTINE					



ATWELL
866.850.4200 www.atwell-group.com

1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA
770.423.0807

EASEMENT - MCDONALD'S PALM BAY

SKETCH OF LEGAL DESCRIPTION

OWNER: 968 EMPIRE MESA LLC.

PID: 1823170002

ZONING: PUD

FLUM: MIXED USE DISTRICT

(ORB 4897, PG 1991)

TRACT A

(P.B. 85, PG 34)

POINT OF BEGINNING

FIR 1/2"

U.S. HIGHWAY NO. 1 (SOUTHBOUND)
200' PUBLIC RIGHT-OF-WAY

CMF - TRIANGULAR
(STAMPED "IW")

S88°52'15"W 211.68'

FIR 1/2"

S00°03'14"W 122.53'

ACCESS
EASEMENT

ORB 3181, PG 756)
ORB 3181, PG 745)

POINT OF COMMENCEMENT

N88°30'44"E
9.00'

S00°03'14"W
5.00'

S88°30'44"W
9.00'

**WATER
EASEMENT
45 SQ FT**

N00°03'14"E
5.00'

OUT-PARCEL E

PID# 1823200035

1.20 ACRES

52,246 SQ. FT MORE OR LESS

(ORB 4087, PG. 420)



CROSS IN CONC.

MNF WITH DISC
(L.B. 1704)

MNF WITH DISC
(L.B. 1704)

CRF 1/2"
(L.B. 1704)

ACCESS DRIVE
(ORB 3181, PG 756)

MNS

FIR 1/2"

40' 0 20' 40'

BAR SCALE
1" = 40'

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MCDONALD'S U.S.A., LLC

THIS SKETCH IS NOT A SURVEY

SHEET 2 OF 2

DRW: LWE CHK: BBY PM: WA

SEC: 19 TWN: 8S RNG: 30E

PLOT DATE: 02/12/2026

FILE: 24005393 MCD ST. AUGUSTINE



ATWELL

866.850.4200 www.atwell-group.com

1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA
770.423.0807

ST. JOHNS COUNTY UTILITY DEPARTMENT

Date: 4/2/26 **3E - CLOSEOUT - WARRANTY**

Project Title: COMM25-48-McDonald's-St. Augustine

FROM: Southland Construction, Inc.

Contractor's Name

Address: 172 W. 4th St.

Apopka, FL 32703

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:

Daniel T. Carr

Print Contractor's Name

[Signature]

Contractor's Signature

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____
on-line notarization, this 2nd day of April, 20 26, by

Daniel T. Carr as President for
Southland Construction, Inc.

[Signature]
Notary Public
My Commission Expires: May 02, 2028

Personally Known or Produced Identification
Type of Identification Produced NA

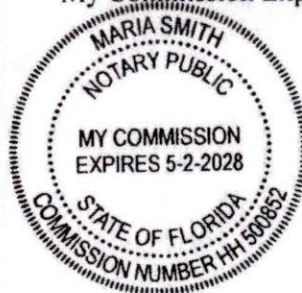




Exhibit "C" to the Resolution

**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

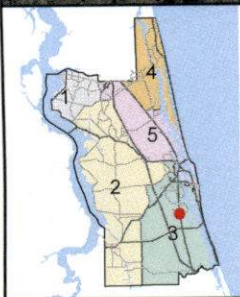
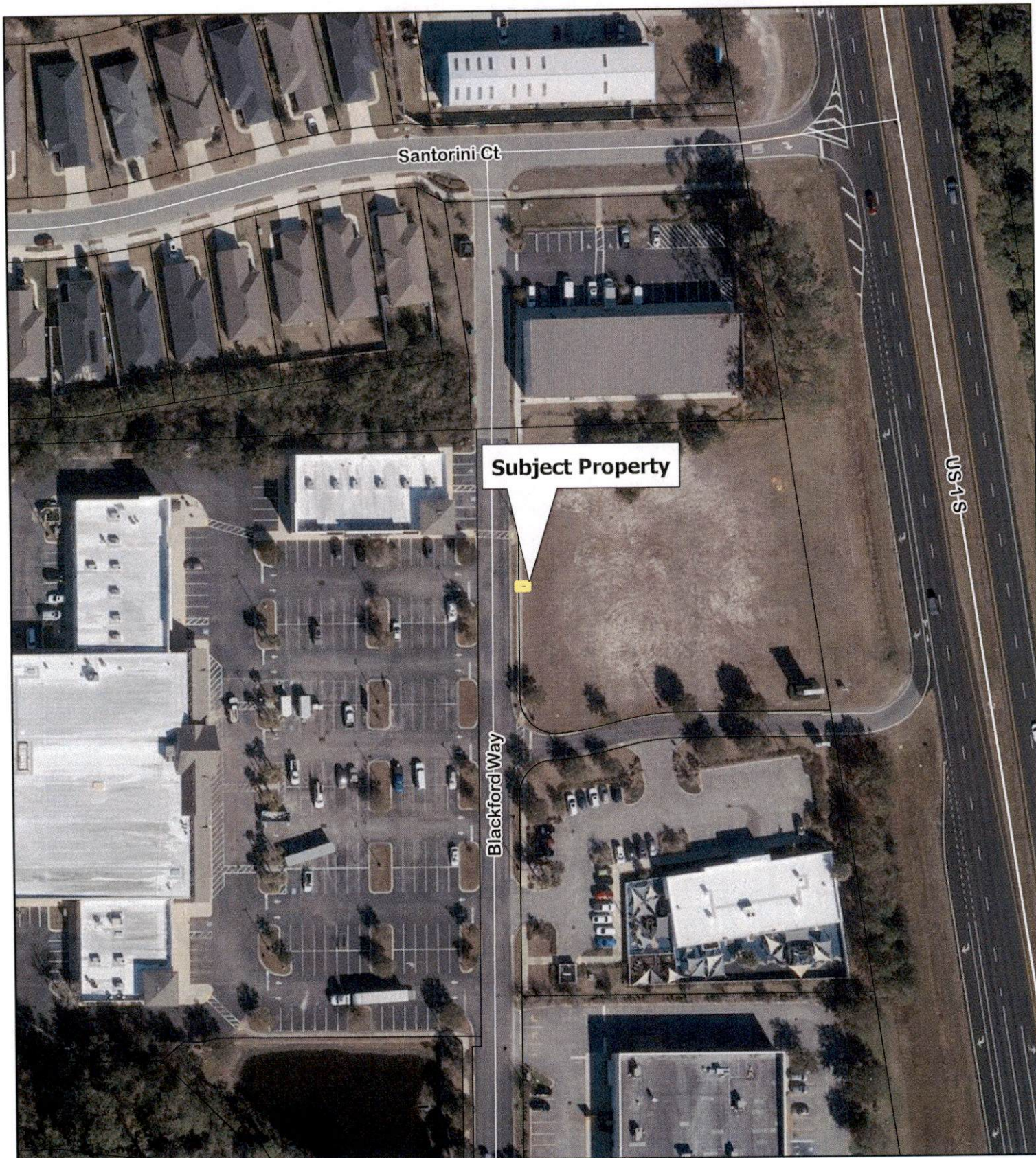
I N T E R O F F I C E M E M O R A N D U M

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: June 4, 2026
SUBJECT: McDonald's St. Augustine (ASBULT 2026000055)

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 McDonald's St. Augustine.

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: 01/2026

Date: 6/17/2026

McDonald's St. Augustine Easement and 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.