

RESOLUTION NO. 2015-288

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO SERVE GATE PETROLEUM ON INTERNATIONAL GOLF PARKWAY AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER LINE.

RECITALS

WHEREAS, Gate Petroleum Company, a Florida corporation, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for water service to serve the Gate service station on International Golf Parkway; and

WHEREAS, Gate Petroleum, has also executed a Bill of Sale and schedule of values conveying all personal property associated with the water line, 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 Bill of Sale 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 Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 6th day of October, 2015.

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

By: _____


Priscilla L. Bennett, Chair

ATTEST: George Lareau, Clerk

By: 
Deputy Clerk

RENDITION DATE 10/8/2015

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 3rd day of June, 2015
by Gate Petroleum Company, a Florida corp. with an address of
9540 San Jose Blvd, Jacksonville, FL 32241, 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 distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 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 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.

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:

[Signature]
Witness

By: [Signature]
Its: V.P.

Michael L. Junk
Print Name

[Signature]
Witness

BECKY HAMILTON
Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 3rd day of June, 2015, by Michael L. Junk George Nail who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



Sheet 1 of 2

MAP OF

A parcel of land situated in a portion of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida also being a portion of those lands described and recorded in Official Records Book 1945, Page 1131 and Book 3839 Page 575 of the Public Records of said County, said parcel being more particularly described as follows:


Commence at the most northerly corner of that particular parcel of land described in Official Record Book 3839 Page 575 of the Public Records of said County, situated on the southerly line of International Golf Parkway; thence leaving said southerly line, North 88 degrees 01 minute 18 seconds East, 105.44 feet to the westerly line of World Commerce Parkway; thence southerly along said westerly line and along the arc of a curve concave westerly and having a radius of 412.00 feet, an arc distance of 156.63 feet, said arc being subtended by a chord bearing and distance of South 21 degrees 34 minutes 54 second East, 155.69 feet; thence continue along said arc of curve, an arc distance of 23.35 feet, said arc being subtended by a chord bearing and distance of South 09 degrees 04 minutes 03 seconds East, 23.35 feet; thence leaving said westerly line South 80 degrees 38 minutes 03 seconds West, 10.01 feet; thence North 09 degrees 03 minutes 36 seconds West, 23.35 feet; thence North 80 degrees 38 minutes 03 seconds East, 10.00 feet to the Point of Beginning; being 236 square feet, more or less, in area.

For: Prosser, Inc.

Scale 1" = 50'

January 30, 2015

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

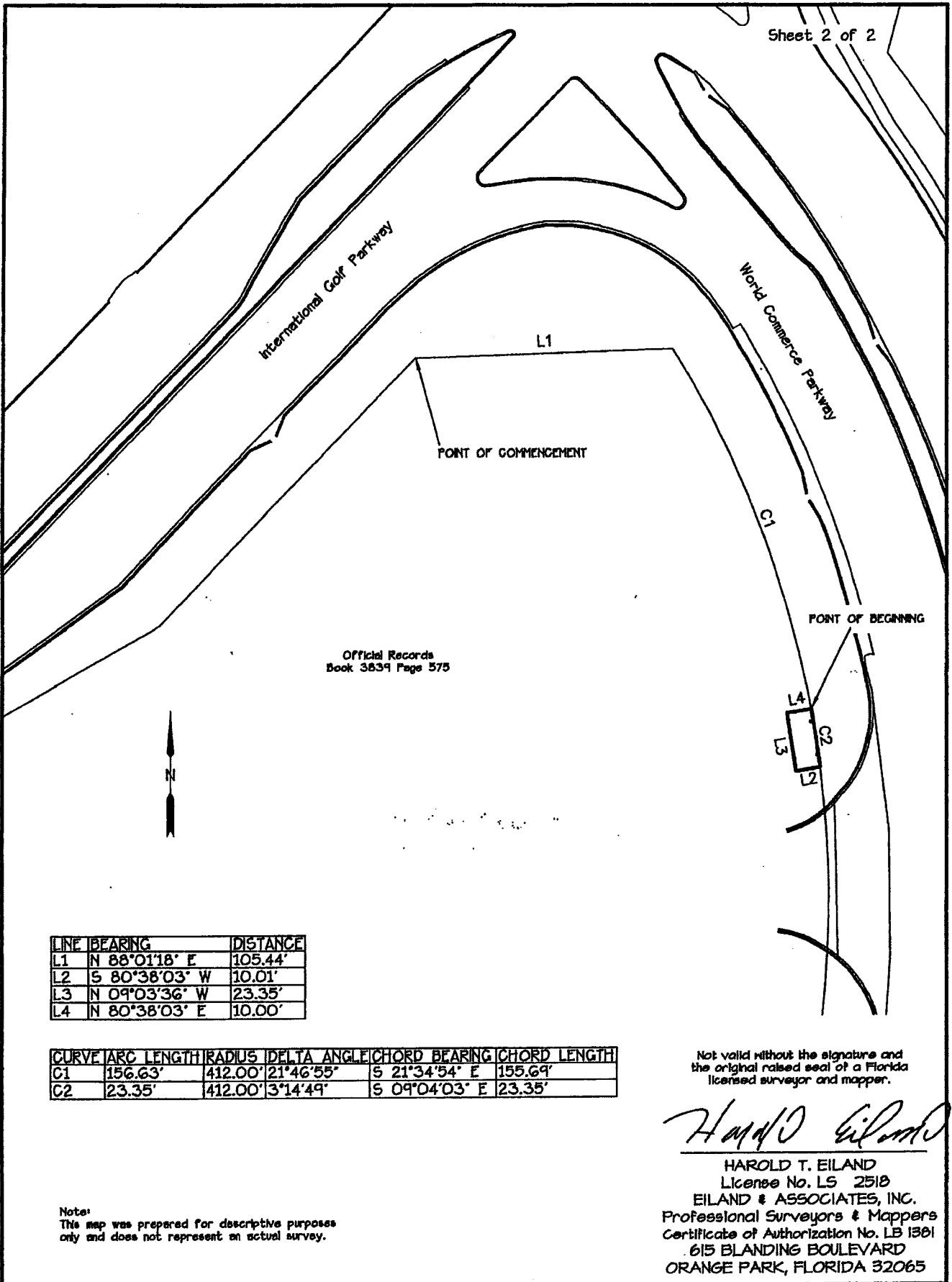


HAROLD T. EILAND
License No. LS 2518
EILAND & ASSOCIATES, INC.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 BLANDING BOULEVARD
ORANGE PARK, FLORIDA 32065

Note:
This map was prepared for descriptive purposes only and does not represent an actual survey.

LF No. 178:10-A

Sheet 2 of 2



Official Records
Book 3839 Page 575



LINE	BEARING	DISTANCE
L1	N 88°01'18" E	105.44'
L2	S 80°38'03" W	10.01'
L3	N 09°03'36" W	23.35'
L4	N 80°38'03" E	10.00'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	156.63'	412.00'	21°46'55"	S 21°34'54" E	155.69'
C2	23.35'	412.00'	3°14'49"	S 09°04'03" E	23.35'

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Eiland

HAROLD T. EILAND
License No. LS 2518
EILAND & ASSOCIATES, INC.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 BLANDING BOULEVARD
ORANGE PARK, FLORIDA 32065

Note:
This map was prepared for descriptive purposes only and does not represent an actual survey.

LF No. 178:10-A

MAP OF

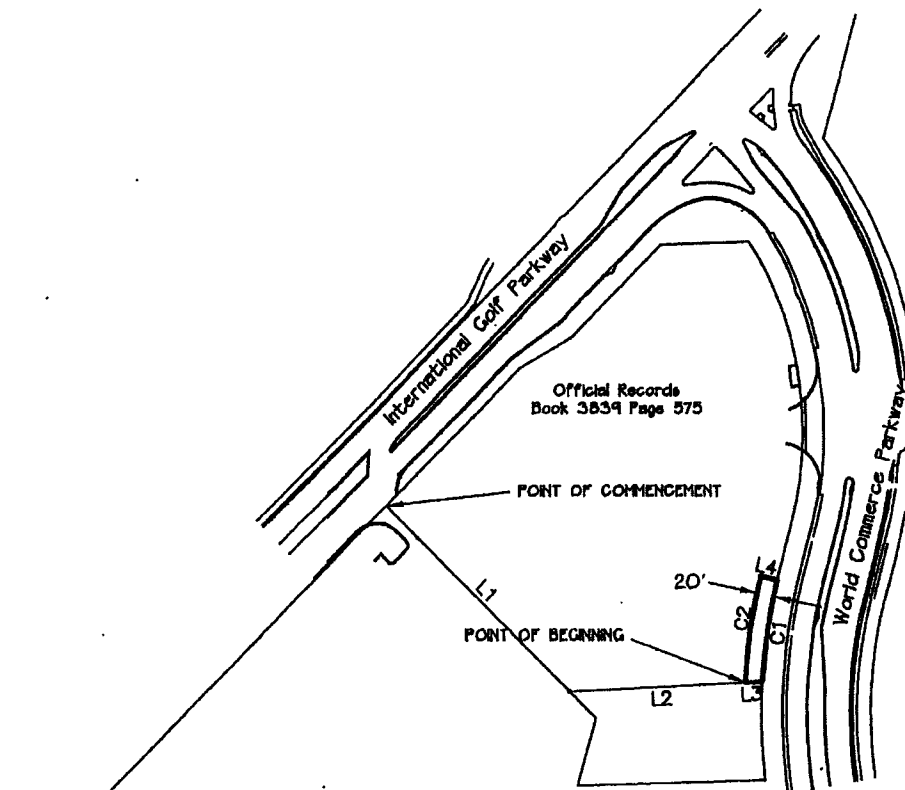
A parcel of land situated in a portion of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida also being a portion of those lands described and recorded in Official Records Book 1945, Page 1131 and Book 3839 Page 575 of the Public Records of said County, said parcel being more particularly described as follows:

Commence at the most westerly corner of that particular parcel of land described in Official Record Book 3839 Page 575 of the Public Records of said County, situated on the southeasterly line of International Golf Parkway; thence leaving said southerly line, South 45 degrees 22 minutes 30 seconds East, 306.49 feet; thence North 87 degrees 07 minutes 55 seconds East, 209.89 feet to the point of beginning; thence continue North 87 degrees 07 minutes 55 seconds East 20.11 feet to the westerly line of World Commerce Parkway; thence northeasterly along said westerly line and along the arc of a curve concave easterly and having a radius of 645.00 feet, an arc distance of 119.22 feet, said arc being subtended by a chord bearing and distance of North 08 degrees 23 minutes 41 seconds East, 119.05 feet; thence leaving said westerly line North 77 degrees 49 minutes 41 seconds West, 20.00 feet; thence southerly along the arc of a curve concave easterly and having a radius of 665.00 feet, an arc distance of 124.47 feet, said arc being subtended by a chord bearing and distance of South 08 degrees 16 minutes 55 seconds West, 124.29 feet to the Point of Beginning; being 2,437 square feet, more or less, in area.

For: Prosser, Inc.

Scale 1" = 200'

February 12, 2015



LINE	BEARING	DISTANCE
L1	S 45°22'30" E	306.49'
L2	N 87°07'55" E	209.89'
L3	N 87°07'55" E	20.11'
L4	N 77°49'41" W	20.00'

Not valid without the signatures and the original raised seal of a Florida licensed surveyor and mapper.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	119.22'	645.00'	10°35'25"	N 08°23'41" E	119.05'
C2	124.47'	665.00'	10°43'28"	S 08°16'55" W	124.29'

Note:
This map was prepared for descriptive purposes only and does not represent an actual survey.

Harold T. Eiland

HAROLD T. EILAND
License No. LS 2518
EILAND & ASSOCIATES, INC.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1981
615 BLANDING BOULEVARD
ORANGE PARK, FLORIDA 32065

LF No. 178:10-C



BILL OF SALE
UTILITY IMPROVEMENTS
for

GATE AT WORLD COMMERCE CENTER

(Gate Petroleum, 9540 San Jose Blvd, Jacksonville, FL 32241 (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

See Attachment A- Schedule of Values for "Gate at World Commerce Center"

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 27 of May, 2015.

WITNESS:

[Signature]
Witness Signature

Michael L Junk
Print Witness Name

OWNER:

[Signature]
Owner's Signature

George E. Nail
Print Owner's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 27th day of May, 2015, by Michael L Junk, George E Nail who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

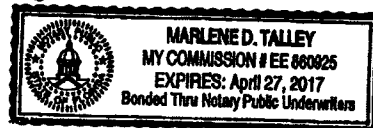




Exhibit "A" to Bill of Sale
St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Gate Store World Golf Village 1224
 Contractor: Vallencourt Inc
 Developer: Gate Petroleum

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
4" water main	LF	20	\$ 16.20	\$ 324.00
	LF	1		\$ -
	LF	1		\$ -
	LF	1		\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
2" Gate Valve	Ea	1	\$ 475.00	\$ 475.00
4"x 12" Wet Tap	Ea	1	\$ 3,400.00	\$ 3,400.00
4" x 2" Reducer	Ea	1	\$ 790.00	\$ 790.00
water meter box	Ea	1	\$ 785.00	\$ 785.00
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 5,774.00



St. Johns County Board of County Commissioners

Utility Department

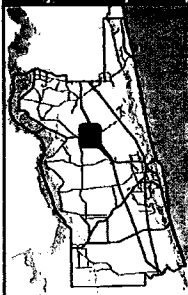
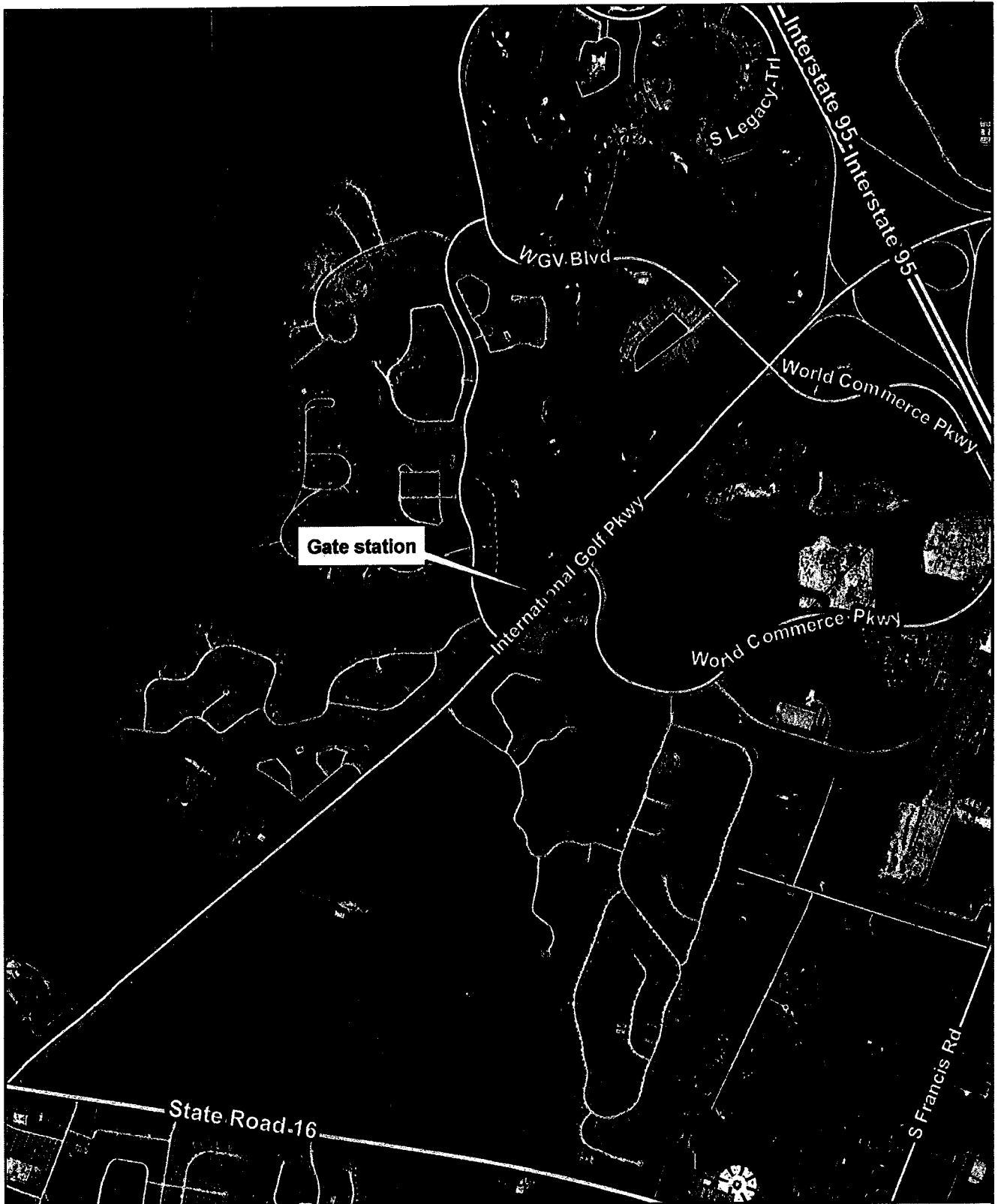
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Gate @ World Commerce Center
DATE: August 26, 2015

Please present the Easement, Bill of Sale, and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Gate @ World Commerce Center.

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.




 2013 Aerial Imagery
 1:1000
 Feet
 August 31, 2015

Gate Station Easement for Utilities

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0762

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.

