

RESOLUTION NO. 2020- 351

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING FOUR EASEMENTS FOR UTILITIES, A FINAL RELEASE OF LIEN, WARRANTY, AND BILL OF SALE AND SCHEDULE OF VALUES ASSOCIATED WITH THE WATER, SEWER AND REUSE SYSTEMS TO SERVE WAWA LOCATED OFF STATE ROAD 16.

RECITALS

WHEREAS, TVC St. Augustine I Co., L.L.C., a Michigan limited liability company has executed and presented to the County an Easement for Utilities associated with the water system to serve Wawa located off State Road 16 attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, TVC St. Augustine I Co., L.L.C., a Michigan limited liability company has executed and presented to the County an Easement for Utilities associated with the water system to serve Wawa located off State Road 16 attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, TVC St. Augustine I Co., L.L.C., a Michigan limited liability company has executed and presented to the County an Easement for Utilities associated with the water system to serve Wawa located off State Road 16 attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, TVC St. Augustine I Co., L.L.C., a Michigan limited liability company has executed and presented to the County an Easement for Utilities associated with the water system to serve Wawa located off State Road 16 attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, TVC St. Augustine I Co., L.L.C., a Michigan limited liability company, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water, sewer and reuse systems to serve Wawa located off SR 16 attached hereto as Exhibit "E", incorporated by reference and made a part hereof; and

WHEREAS, CK Contractors & Development, LLC, a North Carolina corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Wawa located off State Road 16, attached hereto as Exhibits "F" and "G", 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 "H," 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 Easements for Utilities, Bill of Sale and Schedule of Values, Final Release of Lien 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 Easements for Utilities, and Final Release of Lien and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 15th day of September, 2020.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: _____

Jeb S. Smith, Chair

SEP 17 2020

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

RENDITION DATE _____

By: _____

Deputy Clerk



Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 2nd day of April, 2020 by **TVC St. Augustine I Co., L.L.C.**, with an address of 5757 West Maple, Suite 800, West Bloomfield, MI 48322, 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 (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.

Signatures On Next Page

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

TVC St. Augustine I Co., L.L.C. a Michigan limited liability company

In the presence of:

[Signature]
Witness Signature

By: [Signature]

Print Name: Stephen J Bock

David Bock
Print Name

Its: Manager

[Signature]
Witness Signature

marina mancini
Print Name

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of April 2020, by Stephen J Bock as Manager for TVC St. Augustine I Co., L.L.C.

[Signature]

Notary Public: Macomb County
Acting in Oakland County

marina mancini

My Commission Expires: 08-19-2026

Personally Known or Produced Identification
Type of Identification Produced

MARINA MANCINI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires August 19, 2026
Acting in the County of Oakland

EXHIBIT "A"
EASEMENT AREA
(Potable Water Wawa Site)

SKETCH OF DESCRIPTION

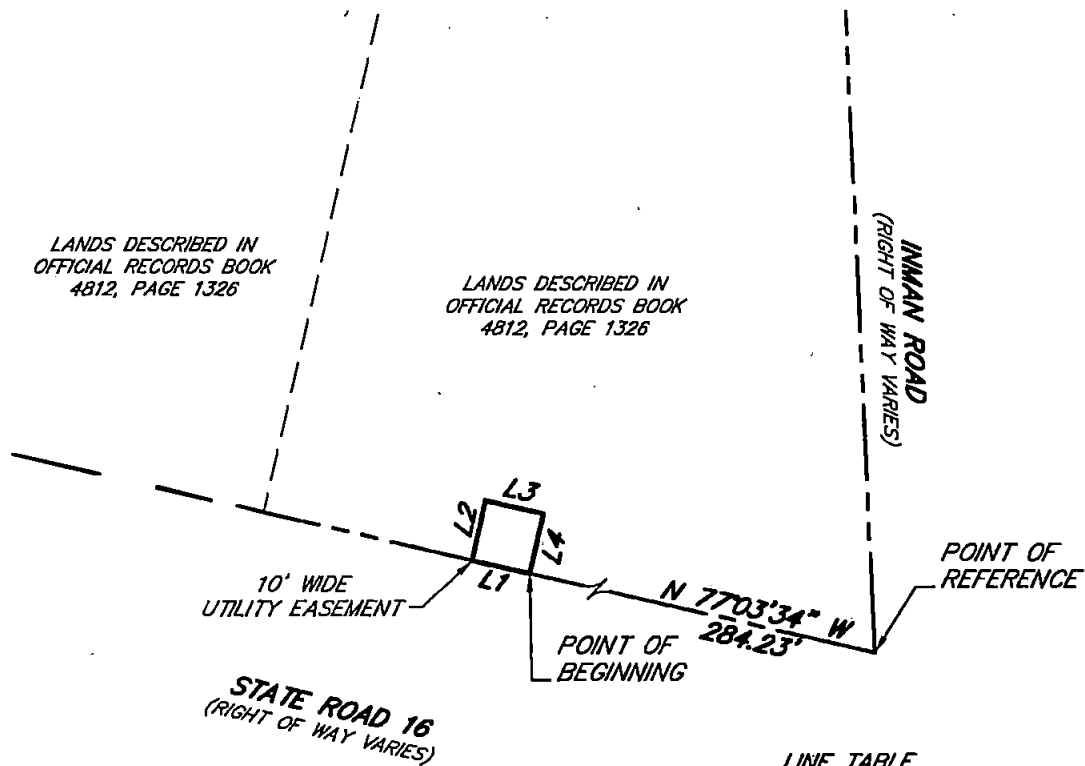
A 10' WIDE EASEMENT

A PARCEL OF LAND SITUATED IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4812, PAGE 1326, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 77°03'34" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 16 A DISTANCE OF 284.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY OF STATE ROAD 16 NORTH 77°03'34" WEST, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 12°56'26" EAST, A DISTANCE OF 10.28 FEET; THENCE SOUTH 77°03'34" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 12°56'26" WEST, A DISTANCE OF 10.28 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 16 AND THE POINT OF BEGINNING.

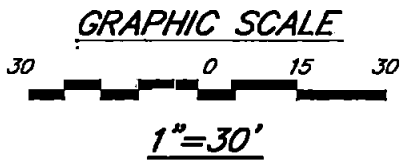
CONTAINING 103 SQUARE FEET, OR 0.00 ACRES MORE OR LESS.

CERTIFIED TO:



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 77°03'34" W	10.00'
L2	N 12°56'26" E	10.28'
L3	S 77°03'34" E	10.00'
L4	S 12°56'26" W	10.28'



NICHOLAS H. FRANKLIN
6170 A1A SOUTH #316
ST. AUGUSTINE, FLORIDA 32086
(904) 471-6877 FAX (904) 471-6876

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited without the written consent of the signing party.

Nicholas H. Franklin

NICHOLAS H. FRANKLIN, P.L.S. #4620
FOR LANDTECH AND ASSOCIATES

Exhibit "B" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 9th day of April, 2020 by **TVC St. Augustine I Co., L.L.C.**, with an address of 5757 West Maple, Suite 800, West Bloomfield, MI 48322, 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 (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.

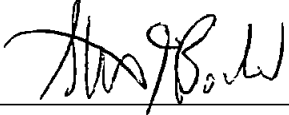
Signatures On Next Page


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

TVC St. Augustine I Co., L.L.C. a Michigan limited liability company

In the presence of:

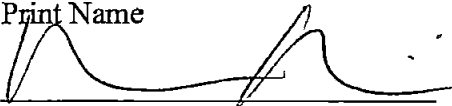
By: 


Witness Signature

Print Name: Stephen J Bock

David Bock
Print Name

Its: Manager


Witness Signature

marina mancini
Print Name

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of April 2020, by Stephen J Bock as Manager for TVC St. Augustine I Co., L.L.C.



Notary Public: Macomb County
Acting in Oakland County

marina mancini

My Commission Expires: 08-19-2026

Personally Known or Produced Identification
Type of Identification Produced

MARINA MANCINI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires August 19, 2026
Acting in the County of Oakland

EXHIBIT "A"
EASEMENT AREA
 (Reclaimed Water Wawa Site)

SKETCH OF DESCRIPTION

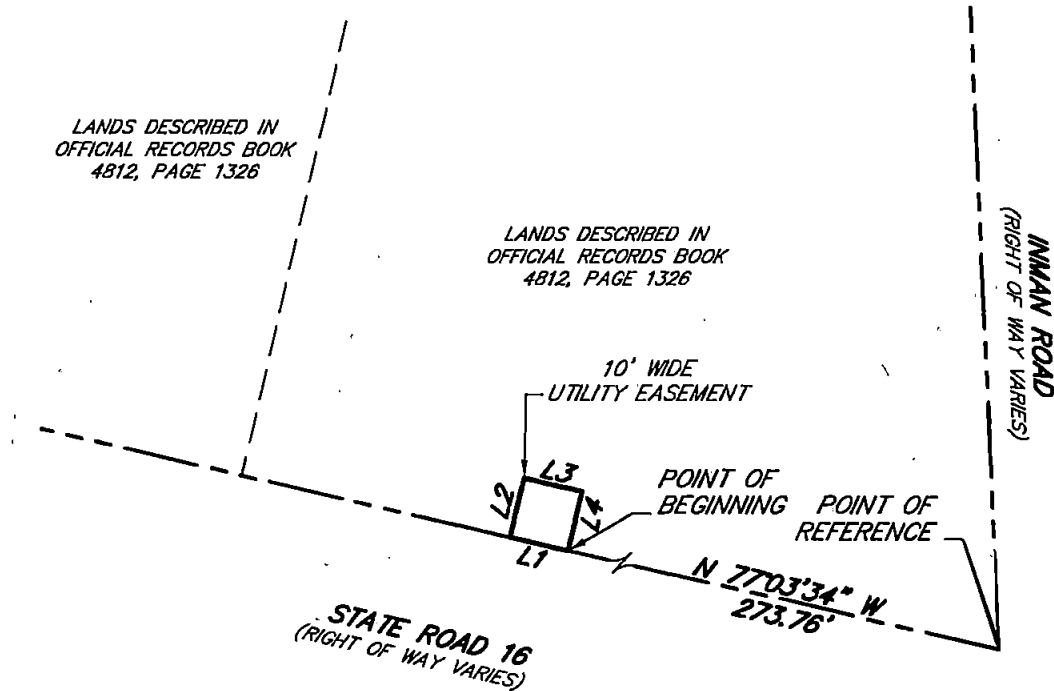
A 10' WIDE EASEMENT

A PARCEL OF LAND SITUATED IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4812, PAGE 1326, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 77°03'34" WEST ALONG THE NORTHERLY RIGHT OF WAY OF STATE ROAD 16, A DISTANCE OF 273.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 16, NORTH 77°03'34" WEST, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 12°56'26" EAST, A DISTANCE OF 10.19 FEET; THENCE SOUTH 77°03'34" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 12°56'26" WEST, A DISTANCE OF 10.19 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 16 AND THE POINT OF BEGINNING.

CONTAINING 102 SQUARE FEET, OR 0.00 ACRES MORE OR LESS.

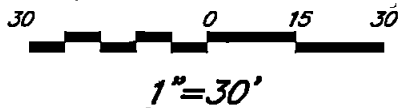
CERTIFIED TO:



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 77°03'34" W	10.00'
L2	N 12°56'26" E	10.19'
L3	S 77°03'34" E	10.00'
L4	S 12°56'26" W	10.19'

GRAPHIC SCALE



NICHOLAS H. FRANKLIN
 6170 A1A SOUTH #316
 ST. AUGUSTINE, FLORIDA 32086
 (904) 471-6877 FAX (904) 471-6876

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited without the written consent of the signing party.

Nicholas H. Franklin

NICHOLAS H. FRANKLIN, P.L.S. #4620
 FOR LANDTECH AND ASSOCIATES

Exhibit "C" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 2nd day of April, 2020 by TVC St. Augustine I Co., L.L.C., with an address of 5757 West Maple, Suite 800, West Bloomfield, MI 48322, 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 (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.

Signatures On Next Page

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

TVC St. Augustine I Co., L.L.C. a Michigan limited liability company

In the presence of:

[Signature]
Witness Signature

By: [Signature]

Print Name: Stephen J Bock

David Bock
Print Name

Its: Manager

[Signature]
Witness Signature

Marina Mancini
Print Name

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of April 2020, by Stephen J Bock as Manager for TVC St. Augustine I Co., L.L.C.

[Signature]

Notary Public: Macomb County
Acting in Oakland County
marina mancini

My Commission Expires: 08-19-2026

Personally Known or Produced Identification
Type of Identification Produced

MARINA MANCINI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires August 19, 2026
Acting in the County of Oakland

EXHIBIT "A"
EASEMENT AREA
 (Reclaimed Water CFA Site)

SKETCH OF DESCRIPTION

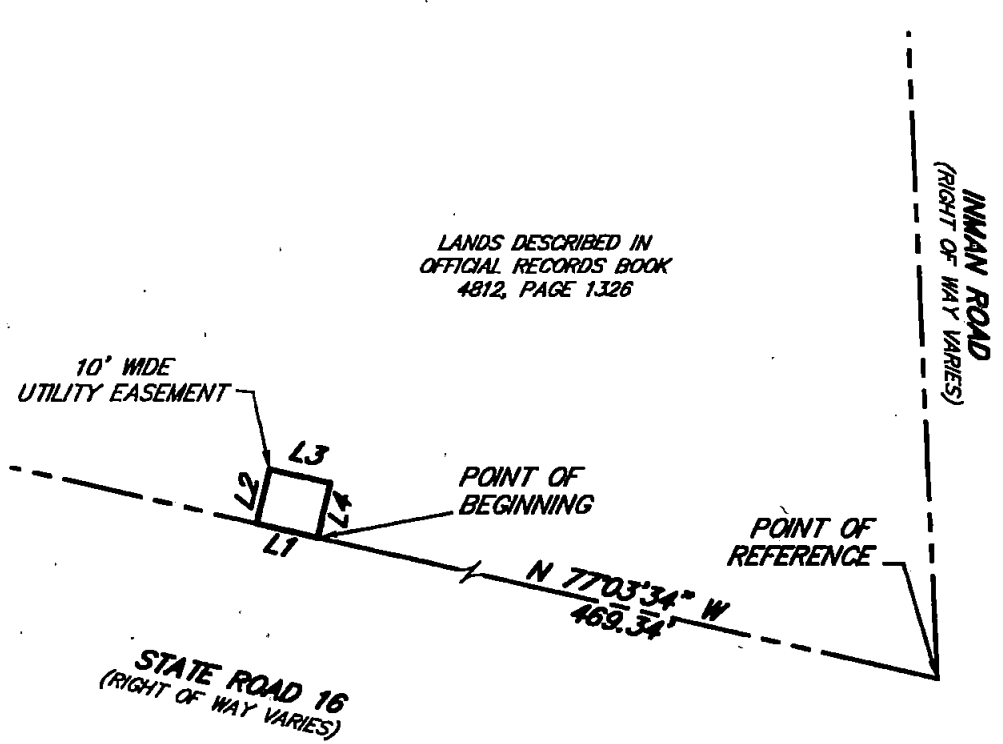
A 10' WIDE EASEMENT

A PARCEL OF LAND SITUATED IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4812, PAGE 1326, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 77°03'34" WEST ALONG THE NORTHERLY RIGHT OF WAY OF STATE ROAD 16, A DISTANCE OF 469.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY OF STATE ROAD 16, NORTH 77°03'34" WEST, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 12°56'26" EAST, A DISTANCE OF 9.04 FEET; THENCE SOUTH 77°03'34" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 12°56'26" WEST, A DISTANCE OF 9.04 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 16 AND THE POINT OF BEGINNING.

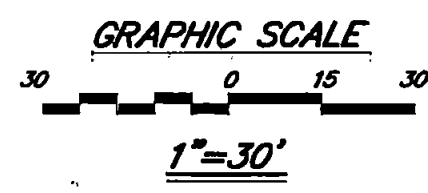
CONTAINING 90 SQUARE FEET, OR 0.00 ACRES MORE OR LESS.

CERTIFIED TO:



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 77°03'34" W	10.00'
L2	N 12°56'26" E	9.04'
L3	S 77°03'34" E	10.00'
L4	S 12°56'26" W	9.04'



NICHOLAS H. FRANKLIN
 6170 A1A SOUTH #316
 ST. AUGUSTINE, FLORIDA 32088
 (904) 471-6877 FAX (904) 471-6878

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited without the written consent of the signing party.

Nicholas H. Franklin

NICHOLAS H. FRANKLIN, P.L.S. #4620
FOR LANDTECH AND ASSOCIATES

Exhibit "D" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7th day of April, 2020 by TVC St. Augustine I Co., L.L.C., with an address of 5757 West Maple, Suite 800, West Bloomfield, MI 48322, 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 (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.

Signatures On Next Page

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

TVC St. Augustine I Co., L.L.C. a Michigan limited liability company

In the presence of:

[Signature]
Witness Signature

By: [Signature]

Print Name: Stephen J Bock

Print Name Paul J Bock
[Signature]
Witness Signature

Its: Manager

Manna Mancini
Print Name

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of April 2020, by Stephen J Bock as Manager for TVC St. Augustine I Co., L.L.C.

[Signature]

Notary Public: Macomb County
Acting in Oakland County

Manna Mancini

My Commission Expires: 08-19-2026

Personally Known or Produced Identification
Type of Identification Produced

MARINA MANCINI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires August 19, 2026
Acting in the County of Oakland

EXHIBIT "A"
 EASEMENT AREA
 (Potable Water CFA Site)

SKETCH OF DESCRIPTION

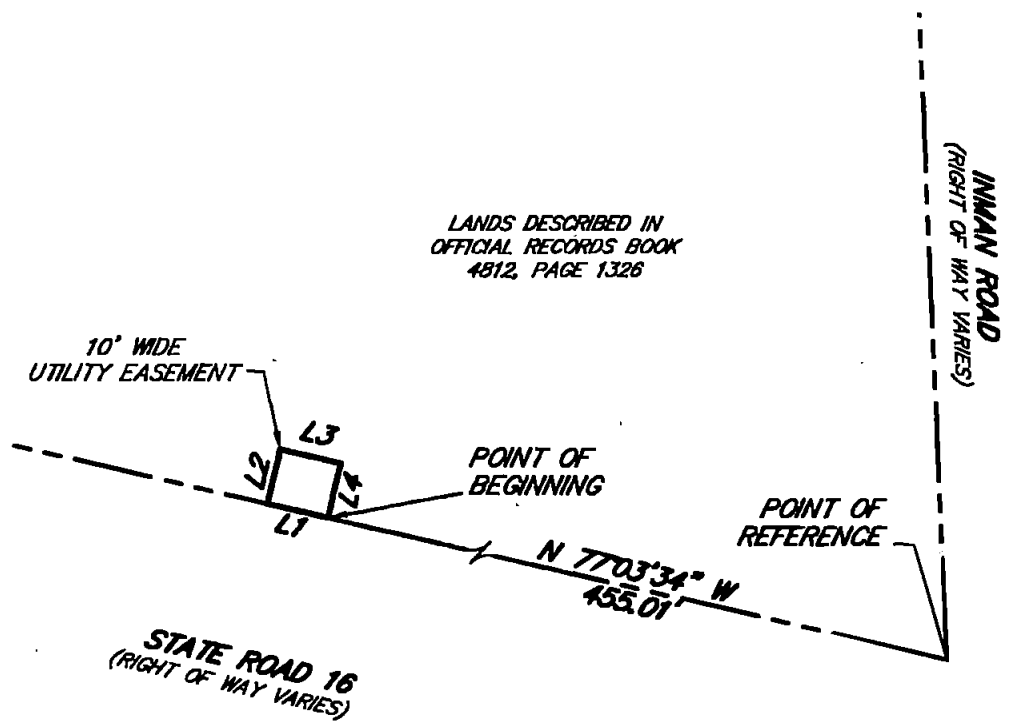
A 10' WIDE EASEMENT

A PARCEL OF LAND SITUATED IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4812, PAGE 1326, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 77°03'34" WEST ALONG THE NORTHERLY RIGHT OF WAY OF STATE ROAD 16, A DISTANCE OF 455.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY OF STATE ROAD 16, NORTH 77°03'34" WEST, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 12°56'26" EAST, A DISTANCE OF 9.04 FEET; THENCE SOUTH 77°03'34" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 12°56'26" WEST, A DISTANCE OF 9.04 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 16 AND THE POINT OF BEGINNING.

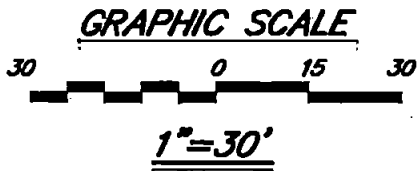
CONTAINING 90 SQUARE FEET, OR 0.00 ACRES MORE OR LESS.

CERTIFIED TO:



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 77°03'34" W	10.00'
L2	N 12°56'26" E	9.04'
L3	S 77°03'34" E	10.00'
L4	S 12°56'26" W	9.04'



NICHOLAS H. FRANKLIN
 6170 A1A SOUTH #316
 ST. AUGUSTINE, FLORIDA 32086
 (904) 471-6877 FAX (904) 471-6876

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited without the written consent of the signing party.

Nicholas H. Franklin

NICHOLAS H. FRANKLIN, P.L.S. #4620
 FOR LANDTECH AND ASSOCIATES

BILL OF SALE
UTILITY IMPROVEMENTS
FOR
TVC ST. AUGUSTINE I CO., L.L.C. (DEVELOPER)
PROJECT AT
NW CORNER OF SR-16 & INMAN ROAD / WAWA / CHICK-FIL-A

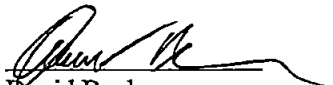
TVC ST. AUGUSTINE I CO., L.L.C. ("Seller") for and in consideration of the sum ten and 00/00 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR PROJECT OF TVC ST. AUGUSTINE I CO., L.L.C.”

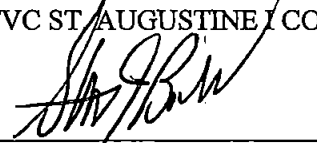
The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant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

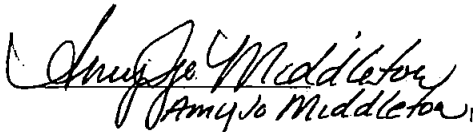
IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized manager on this 21st day of April 2020.

Signed in the presence of:


David Bock

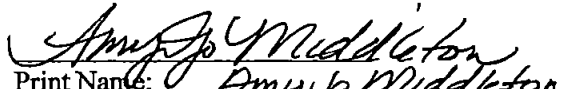
“SELLER”
TVC ST AUGUSTINE I CO., L.L.C.


Stephen J Bock
Its: Manger


Amy Jo Middleton

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of April 2020, by Stephen J Bock as Manager for TVC St. Augustine I Co., L.L.C.


Print Name: Amy Jo Middleton
Notary Public
My Commission Expires: 10/19/24

Personally Known or Produced Identification
Type of Identification Produced if not personally known

AMY JO MIDDLETON
NOTARY PUBLIC, MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 10/19/2024
Acting in the County of Oakland



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Wawa - St. Augustine
 Contractor: CK Contractors & Development LLC
 Developer: TVC St. Augustine I Co., L.L.C.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" Sewer Main SDR26	LF	12	\$ 65.00	\$ 780.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 780.00



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Wawa - St. Augustine
 Contractor: CK Contractors & Development LLC
 Developer: TVC St. Augustine I Co., L.L.C.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" x 6" Tapping Sleeve & Valve	Ea	1	\$ 7,230.00	\$ 7,230.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant Assembly	Ea	1	\$ 6,150.00	\$ 6,150.00
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
2" Water Service w/ 1.5" Meter	Ea	2	\$ 6,565.00	\$ 13,130.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
			Total Water System Cost	\$ 26,510.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Wawa - St. Augustine
 Contractor: CK Contractors & Development LLC
 Developer: TVC St. Augustine I Co., L.L.C.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
2" Water Service w/ 1" Meter	Ea	2	\$ 4,930.00	\$ 9,860.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost			\$	9,860.00



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$37,150.00, **Thirty-Seven Thousand One-Hundred & Fifty Dollars and Zero Cents** hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through **April 17, 2020** to **TVC St. Augustine I CO., LLC.** to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR WAWA ST. AUGUSTINE”

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 21st of April 2020

WITNESS:

[Signature]
Witness Signature

MICHAEL GRIFFIN
Print Witness Name

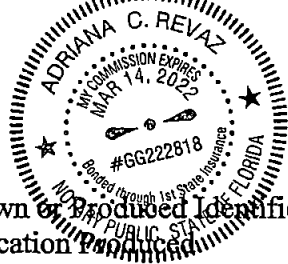
OWNER:

[Signature]
Lienor's Signature

WILLIAM GEORGE
Print Lienor's Name

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of April, 2020, by Michael Griffin as MANAGER for CK CONTRACTORS AND DEVELOPMENT



[Signature]
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification _____



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Wawa - St. Augustine
 Contractor: CK Contractors & Development LLC
 Developer: TVC St. Augustine I Co., L.L.C.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" Sewer Main SDR26	LF	12	\$ 65.00	\$ 780.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 780.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Wawa - St. Augustine
 Contractor: CK Contractors & Development LLC
 Developer: TVC St. Augustine I Co., L.L.C.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" x 6" Tapping Sleeve & Valve	Ea	1	\$ 7,230.00	\$ 7,230.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant Assembly	Ea	1	\$ 6,150.00	\$ 6,150.00
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
2" Water Service w/ 1.5" Meter	Ea	2	\$ 6,565.00	\$ 13,130.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
			Total Water System Cost	\$ 26,510.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Wawa - St. Augustine
 Contractor: CK Contractors & Development LLC
 Developer: TVC St. Augustine I Co., L.L.C.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type, & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
2" Water Service w/ 1" Meter	Ea	2	\$ 4,930.00	\$ 9,860.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost			\$	9,860.00



WARRANTY
UTILITY IMPROVEMENTS

Date: April 17, 2020

Project Title: Wawa Hybrid Convenience
Market – St. Augustine
St. Johns County, Florida

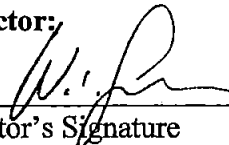
FROM: CK Contractors & Development, LLC.
1100 Technology Place, Suite 122
West Palm Beach, FL 33407

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:

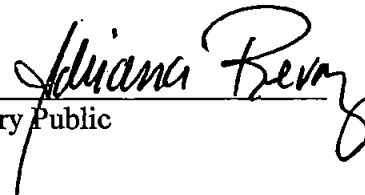

Contractor's Signature

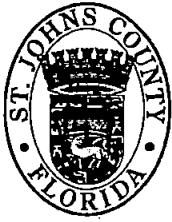
William George
Print Contractor's Name

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 21st day of April, 2020 by Michael Oniffin who is personally known to me or has produced _____ as identification. physical presence




Notary Public



St. Johns County Board of County Commissioners

Utility Department

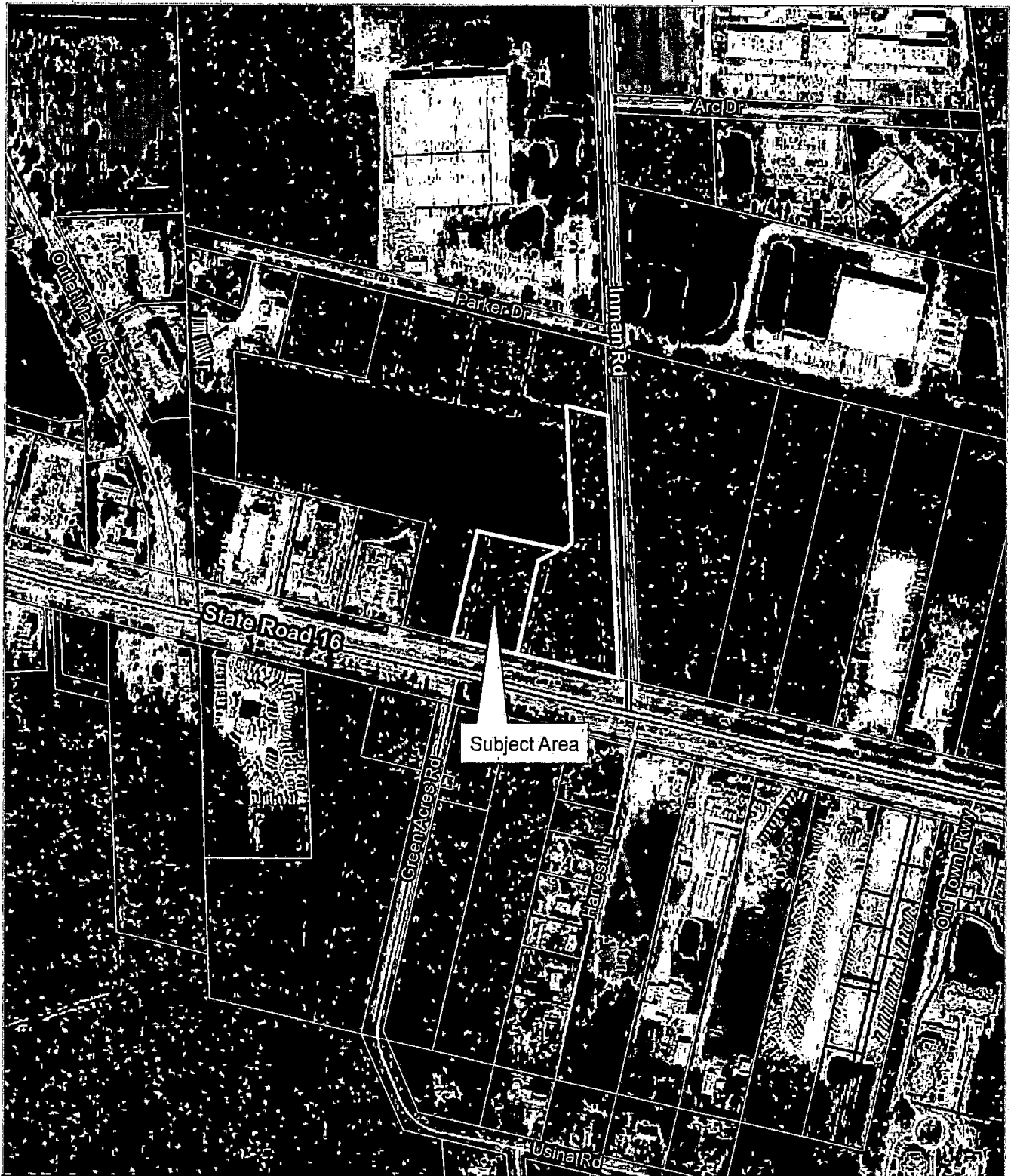
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: WaWa – SR 16 & Inman Rd & Chik-Fil-A (Phase 1)
DATE: July 22, 2020

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of WaWa – SR16 & Inman Rd & Chik-Fil-A (Phase 1).

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.



2019 Aerial Imagery

0 100 200 400
Feet

Date: 8/13/2020

Four Easements for Utilities,
Bill of Sale, Schedule of
Values, Final Release
of Lien, and Warranty

Wawa

Land Management
Systems
Real Estate
Division
(904) 209-0782

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 herein.

