

RESOLUTION NO. 2020- 354

**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 AND SEWER SYSTEMS TO SERVE DATIL CAR WASH LOCATED OFF STATE ROAD 207.**

**RECITALS**

**WHEREAS**, Datil Wash, LLC, a Florida limited liability company has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Datil Car Wash located off State Road 207, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, The Laney Company, LLC, a Florida limited liability company, has executed and presented to the County a Warranty for work performed at Datil Car Wash, 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 15th day of September, 2020.

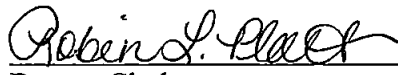
BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

By:   
Jeb S. Smith, Chair



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

RENDITION DATE SEP 17 2020

  
Deputy Clerk

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 13<sup>th</sup> day of FEBRUARY, 2020  
by DATIL WASH LLC, with an address of  
145 MOVIE STREET, 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. (a) 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 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.

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 Signature

REESE DAVIS  
Print Name

By: [Signature]  
Print Name: H. TIMOTHY FORD  
Its: OWNER

[Signature]  
Witness Signature

JAMES ROSAMON  
Print Name

State of FL  
County of St. Johns

The foregoing instrument was acknowledged before me this 13 day of February, 2023, by Timothy Ford who is personally known to me or has produced identification. Signed in my presence.

[Signature]  
**TARA M GANSON**  
MY COMMISSION # GG100482  
Notary Public EXPIRES May 02, 2021

# A SKETCH SHOWING

A 10' x 20' WIDE UTILITY EASEMENT BEING A PORTION OF SECTION 48, THE ANTONIO CANOVAS DONATION, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF EPIC BOULEVARD WITH THE SOUTHWESTERLY LINE OF PARCEL 4, AS RECORDED IN OFFICIAL RECORDS BOOK 4742, PAGES 1255 THROUGH 1268; THENCE SOUTH 45°02'15" EAST ALONG SAID SOUTHWESTERLY LINE OF PARCEL 4, 189.42' TO THE POINT OF BEGINNING; THENCE NORTH 41°14'37" EAST, DEPARTING SAID SOUTHWESTERLY LINE OF PARCEL 4, 20.00'; THENCE SOUTH 44°45'23" EAST, 10.00'; THENCE SOUTH 44°14'37" WEST, DEPARTING LAST SAID LINE, 20.00' TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF EPIC BOULEVARD; THENCE NORTH 44°45'23" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 10.00' TO THE POINT OF BEGINNING.

CONTAINING 195 SQUARE FEET, MORE OR LESS.

NOTES:

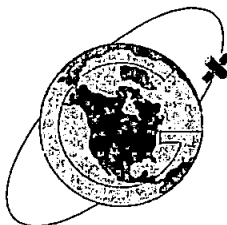
- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWESTERLY LINE OF PARCEL 4, AS RECORDED IN OFFICIAL RECORDS BOOK 4742, PAGE 1255 THROUGH 1268, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (S 44°14'13" W) AND REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901), NORTH AMERICAN DATUM OF 1983, 1999 ADJUSTMENT.
- 3.) THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
- 4.) BOUNDARY INFORMATION SHOWN HEREON WAS TAKEN FROM SURVEY D 18-2892 BOUNDARY DATED 12-17-2018, PREPARED BY GEOMATICS CORP.
- 5.) THIS SKETCH IS NOT COMPLETE WITHOUT SHEETS 1 THROUGH 2: SEE SHEET 2 FOR SKETCH.

Terry M. Durden, Florida PSM #5261  
Not Valid Without The Signature And Original Raised  
Seal Of A Florida Licensed Surveyor & Mapper

## GEOMATICS CORP.

SURVEYING-MAPPING-GPS  
2804 N. FIFTH STREET, UNIT 101  
ST. AUGUSTINE, FL 32084  
PHONE (904) 824-3086 FAX (904) 824-5753

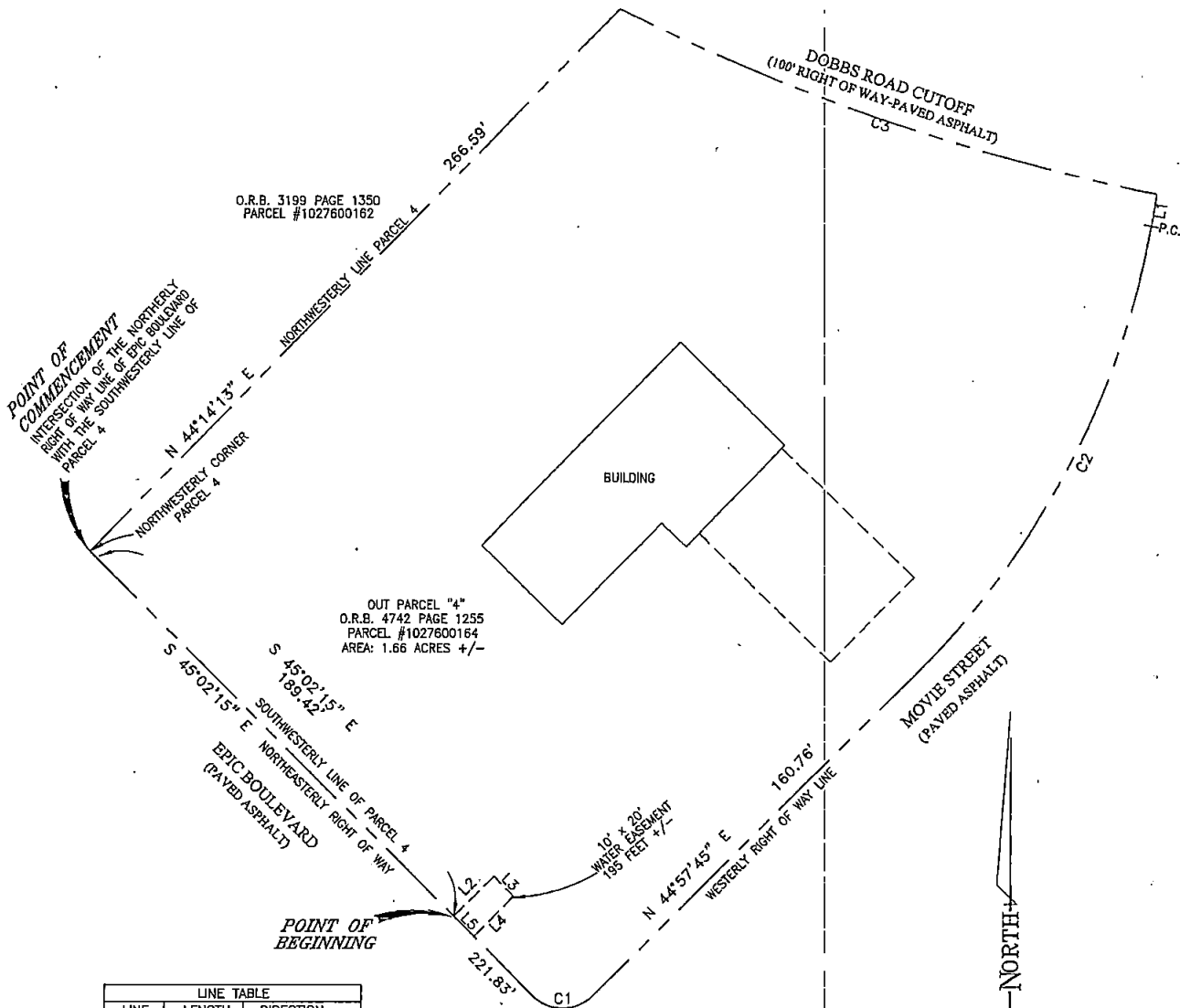
LICENSED BUSINESS  
FLORIDA #8979 GEORGIA #939  
SOUTH CAROLINA #3387 ALABAMA #794  
NORTH CAROLINA COA #3752



PROJECT No: A-18-2892
SURVEY DATE: JANUARY 22, 2020
CAD FILE: 18-2892 UTILITY EASEMENT
CHECKED BY: T. DURDEN
DRAWN BY: A. LAND
SHEET 1 OF 2

# A SKETCH SHOWING

A 10' x 20' WIDE UTILITY EASEMENT



O.R.B. 3199 PAGE 1350  
PARCEL #1027600162

POINT OF COMMENCEMENT  
INTERSECTION OF THE NORTHERLY  
RIGHT OF WAY LINE OF EPIC BOULEVARD  
WITH THE SOUTHWESTERLY LINE OF  
PARCEL 4

N 44°14'13" E  
NORTHWESTERLY CORNER  
PARCEL 4

OUT PARCEL "4"  
O.R.B. 4742 PAGE 1255  
PARCEL #1027600164  
AREA: 1.66 ACRES +/-

S 45°02'15" E  
SOUTHWESTERLY LINE OF PARCEL 4  
EPIC BOULEVARD  
(PAVED ASPHALT)

S 45°02'13" E  
189.42

POINT OF BEGINNING

BUILDING

10' x 20'  
WATER EASEMENT  
185 FEET +/-

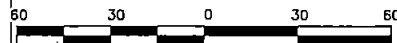
N 44°57'45" E  
WESTERLY RIGHT OF WAY LINE

MOVIE STREET  
(PAVED ASPHALT)

NORTH

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	11.38'	S 09°47'46" W
L2	20.00'	N 41°14'37" E
L3	10.00'	S 44°45'23" E
L4	20.00'	S 41°14'37" W
L5	10.00'	N 44°45'23" W

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH BEARING
C1	90°00'00"	15.00'	23.56'	21.21'	S 89°57'45" W
C2	35°09'57"	294.50'	180.75'	177.93'	S 27°22'46" W
C3	27°22'46"	766.20'	237.76'	236.81'	S 71°07'54" W



SCALE 1" = 60'

## GEOMATICS CORP.

SURVEYING—MAPPING—GPS

2804 N. FIFTH STREET, UNIT 101

ST. AUGUSTINE, FL 32084

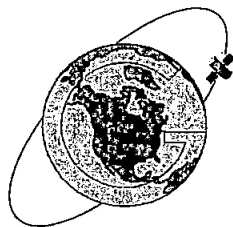
PHONE (904) 824-3086 FAX (904) 824-5753

LICENSED BUSINESS

FLORIDA #6979 GEORGIA #939

SOUTH CAROLINA #3367 ALABAMA #794

NORTH CAROLINA COA #3752



THIS SKETCH IS NOT COMPLETE  
WITHOUT SHEETS 1 THROUGH 2.

SEE SHEET 1 FOR NOTES AND DESCRIPTION



**WARRANTY  
UTILITY IMPROVEMENTS**

Date: 11/20/2019

Project Title: Datil Car Wash – COMM18-102  
St. Johns County, Florida

FROM: The Laney Company LLC  
2905 Corinthian Ave #3  
Jacksonville, FL 32210

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:**

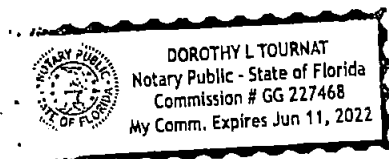
Contractor's Signature

Ashley Laney

Print Contractor's Name

State of FL  
County of Duval

The foregoing instrument was acknowledged before me this 21 day of Nov., 2019 by Ashley Laney who is personally known to me or has produced \_\_\_\_\_ as identification.



Dorothy L. Tournat  
Notary Public



**St. Johns County Board of County Commissioners**

Utility Department

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INTEROFFICE MEMORANDUM

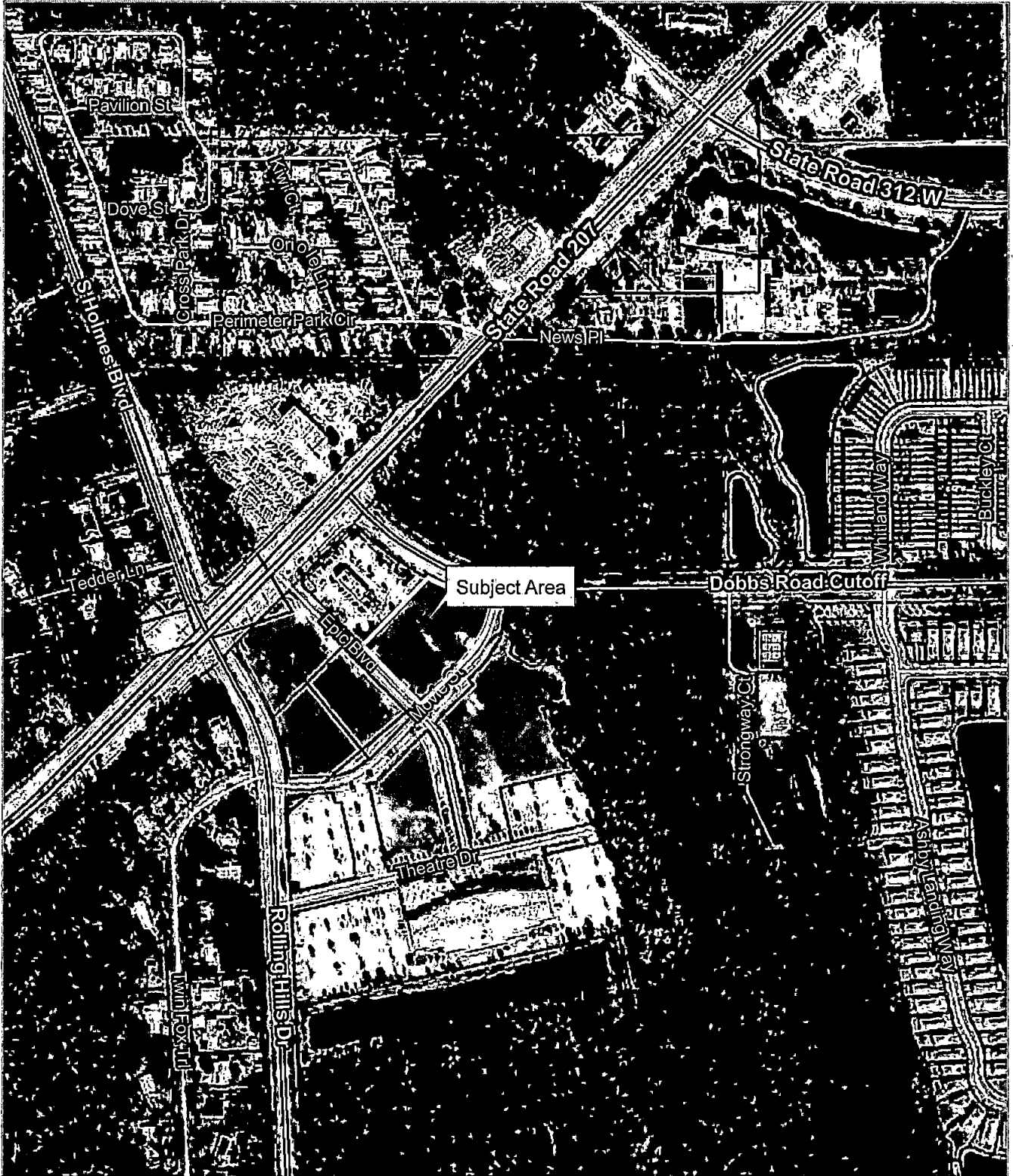
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Datil Car Wash  
DATE: June 16, 2020

Please present the Easement and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Datil Car Wash.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.



Subject Area



2019 Aerial Imagery  
 0 90 180 360  
 Feet  
 Date: 6/16/2020

Easement for  
 Utilities & Warranty

Datil Car Wash

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 hereon.

