

RESOLUTION NO. 2021- 103

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A WARRANTY AND AN EASEMENT ASSOCIATED WITH THE WATER SYSTEM TO SERVE BOZARD AT GANDER MOUNTAIN LOCATED OFF STATE ROAD 16.

RECITALS

WHEREAS, Bozard Ford Co., a Florida corporation, has executed and presented to the County an Easement associated with the water system to serve Bozard at Gander Mountain located off State Road 16, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, 4K Construction, Inc., a Florida corporation has executed and presented to the County a Warranty for work performed at Bozard at Gander Mountain located off State Road 16, 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 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 and file the Warranty in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 16 day of March, 2021.

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

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

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

Sam Halterman
Deputy Clerk

RENDITION DATE 3/18/21

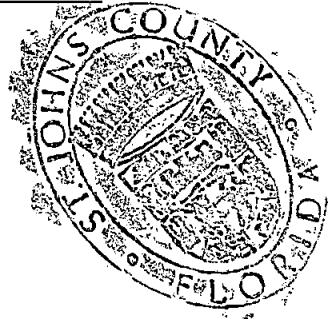


Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 25 day of JUNE, 2020
by BOZARD FORD CO., with an address of
550 OUTLET MALL BLVD ST AUG FL 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.

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

[Signature]
Print Name

[Signature]
Witness Signature

Babette M Shutt
Print Name

By: [Signature]

Print Name: F. MONTY LACEY

Its: CFO / SECR

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 25th day of June, 2020, by Franklin M Lacey who is personally known to me or has produced _____ as identification.

physical presence

[Signature]
Notary Public

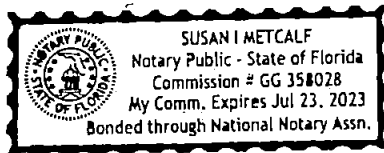


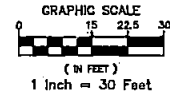
Exhibit "A"

THIS IS NOT A SURVEY

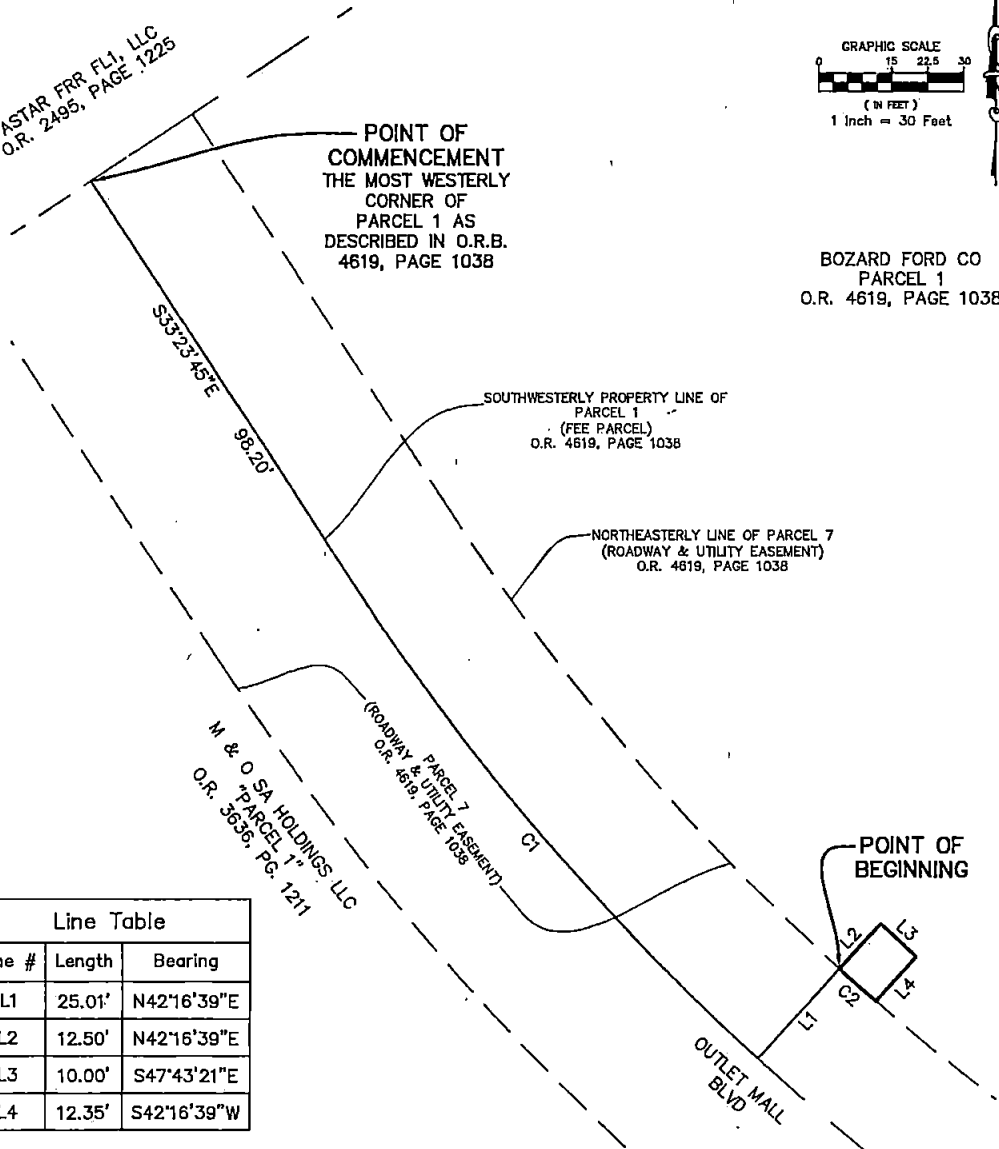
SKETCH AND LEGAL DESCRIPTION

ASTAR FRR FL1, LLC
O.R. 2495, PAGE 1225

POINT OF COMMENCEMENT
THE MOST WESTERLY
CORNER OF
PARCEL 1 AS
DESCRIBED IN O.R.B.
4619, PAGE 1038



BOZARD FORD CO
PARCEL 1
O.R. 4619, PAGE 1038



Line Table		
Line #	Length	Bearing
L1	25.01'	N42°16'39"E
L2	12.50'	N42°16'39"E
L3	10.00'	S47°43'21"E
L4	12.35'	S42°16'39"W

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Bearing
C1	512.00'	14°34'27"	130.24'	129.88'	S40°41'00"E
C2	487.00'	01°10'36"	10.00'	10.00'	N48°34'20"W

LEGEND:

- # NO. = DENOTES NUMBER
- NO. = DENOTES NUMBER
- N = DENOTES NORTH
- S = DENOTES SOUTH
- E = DENOTES EAST
- W = DENOTES WEST
- LB = DENOTES LICENSED BUSINESS
- LS = DENOTES LICENSED SURVEYOR
- R.L.S. = DENOTES REGISTERED LAND SURVEYOR
- P.L.S. = DENOTES PROFESSIONAL SURVEYOR AND MAPPER
- P.L.M. = DENOTES PROFESSIONAL LAND SURVEYOR
- LLC = DENOTES LIMITED LIABILITY COMPANY
- INC. = DENOTES INCORPORATED
- CORP. = DENOTES CORPORATION
- OR = DENOTES OFFICIAL RECORDS BOOK
- PG = DENOTES PAGE
- BB = DENOTES MAP BOOK
- FLA = DENOTES FLORIDA
- R/W = DENOTES RIGHT-OF-WAY

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL TWO (2) SHEETS.

STG CONTRACTING GROUP, INC.

WATER LINE EASEMENT

SCALE 1" = 30'	DATE 06/19/20	DRAWN LAS	CALCED LAS	CHECKED TPH
JOB No. 1419-19-001	SECTION 8	TOWNSHIP 7 SOUTH	RANGE 29 EAST	

I hereby certify that this Sketch and Legal Description complies with the latest Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315, SUITE 108
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258
COPYRIGHT © 2020

Thomas P. Hughes
THOMAS P. HUGHES, JR.
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA # L.S. 3507

CERTIFICATE OF AUTHORIZATION No. LB 6991

F:\V1919\STG Contracting - 1419-19-001 - Bozard Lincoln\Bozard Lincoln - Water Line Sketch & Desc.dwg

THIS IS NOT A SURVEY

DESCRIPTION: Water Line Easement

A parcel of land lying in Section 6, Township 7 South, Range 29 East, St. Johns County, Florida, said parcel being more particularly described as follows:

Commence at the most westerly corner of a parcel of land, known as Parcel 1 as described in Official Records Book 4619, page 1038 of the Public Records of St. Johns County, Florida; thence S33°23'45"E, along the southwesterly property line of said parcel, 98.20 feet to a point on a non-tangent curve concave to the Northeast and having a radius of 512.00 feet; thence southeasterly along the arc of said curve, subtended by a chord bearing and distance of S40°41'00"E, 129.88 feet, an arc distance of 130.24 feet; thence departing said southwesterly property line, N42°16'39"E, 25.01 feet to a point on the northeasterly line of Parcel 7 (a Roadway and Utility Easement) as described in Official Records Book 4619, page 1038 of the Public Records of St. Johns County, Florida, said point being also the POINT OF BEGINNING of the parcel described herein.

Thence continue N42°16'39"E along said line, 12.50 feet; thence S47°43'21"E, 10.00 feet; thence S42°16'39"W, 12.35 feet to a point on aforesaid northeasterly line of Parcel 7, said point also being on a non-tangent curve concave to the Northeast and having a radius of 487.00 feet; thence Northwesterly along said northeasterly line of Parcel 7 and along the arc of said curve, subtended by a chord bearing and distance of N48°34'20"W, 10.00 feet, an arc distance of 10.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 124 square feet, more or less.

Said lands situated, lying and being in St. Johns County, Florida.

F:\PIB\STG Contracting - 1419-19-001 - Bazard Lincoln\Bazard Lincoln - Water Line Sketch & Desc.dwg

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL TWO (2) SHEETS.

STG CONTRACTING GROUP, INC.

WATER LINE EASEMENT

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258
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**WARRANTY
UTILITY IMPROVEMENTS**

Date: 10/20/2020
Project Title: Bozard @ Gander Mountain
St. Johns County, Florida

FROM 4K Construction, Inc.
6927 Distribution Ave South
Jacksonville, FL 32256

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.

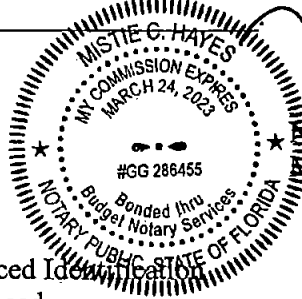
Contractor:

Robert M. Klem
Contractor's Signature

Robert M Klem, President
Print Contractor's Name

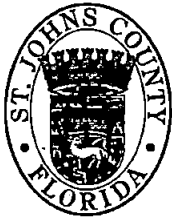
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of October, 2020, by Robert M Klem as President for 4K Construction, Inc.



Mistie C. Hayes
Notary Public
My Commission Expires: 03/24/2023

Personally Known or Produced Identification
Type of Identification Produced



St. Johns County Board of County Commissioners

Utility Department

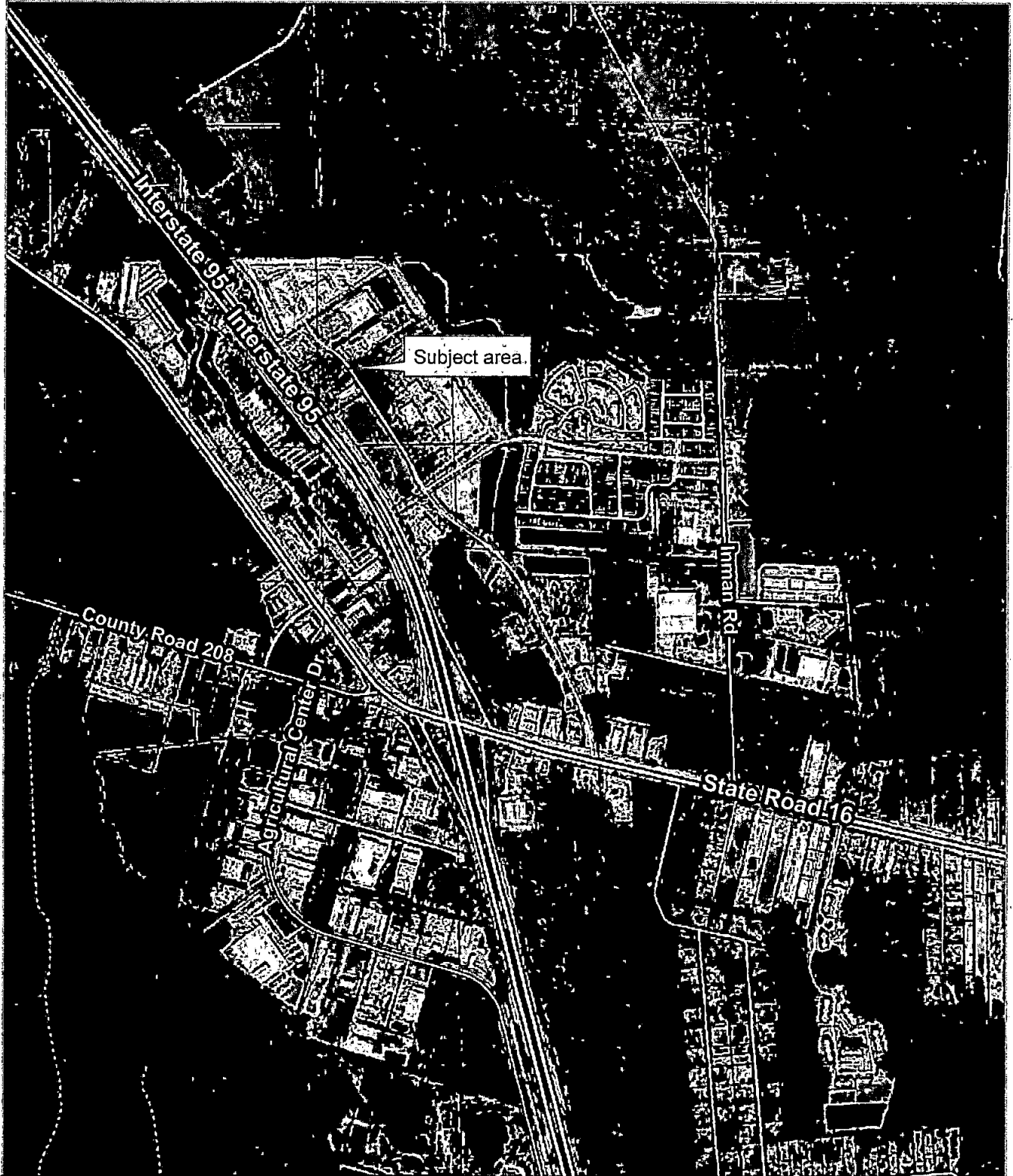
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Bozard at Gander Mountain
DATE: February 8, 2021

Please present the Easement and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Bozard at Gander Mountain.

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.

County Road 208

Agricultural Center Drive

State Road 16

Imman Rd



2019 Aerial Imagery
 0 305 610 1,220
 Feet
 Date: 2/10/2021

Easement and Warranty

Bozard Ford Co
 at Gander Mountain

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.

