

RESOLUTION NO. 2022- 178

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND A WARRANTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE TIDAL WAVE CARWASH LOCATED OFF STATE ROAD 16.

RECITALS

WHEREAS, TW St. Augustine – Kenton Morrison Road, LLC, a Delaware limited liability company, has executed and presented to the County an Easement for Utilities associated with the water system to serve Tidal Wave Carwash located off State Road 16, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Marlon Dunn Contracting, Inc., a Florida corporation, has executed and presented to the County a Warranty for work performed at Tidal Wave Carwash, 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.

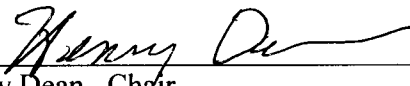
Section 2. The above described Easement for Utilities and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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.

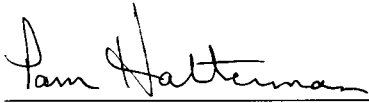
PASSED AND ADOPTED this 7 day of June, 2022.

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

By: 
Henry Dean, Chair

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

Rendition Date 6/9/22


Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 22nd day of December, 2021 by **TW ST. AUGUSTINE – KENTON MORRISON ROAD, LLC**, a Delaware limited liability company, with an address of 4300 Legendary Drive, Suite 234, Destin, Florida 32541, 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

Christopher L. Odum Jr
Print Name

[Signature]
Witness Signature

Walter H. Odum
Print Name

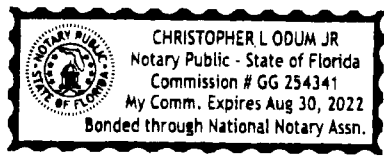
By: [Signature]

Print Name: C. Richard Olson, Jr

Its: Authorized Representative

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me by means
of physical presence or online notarization, this 22nd day of December,
2021, by C. Richard Olson, Jr., as Authorized Representative of TW St.
Augustine – Kenton Morrison Road, LLC.



[Signature]
Notary Public
My Commission Expires: Aug 30 2022

Personally Known or Produced Identification
Type of Identification Produced

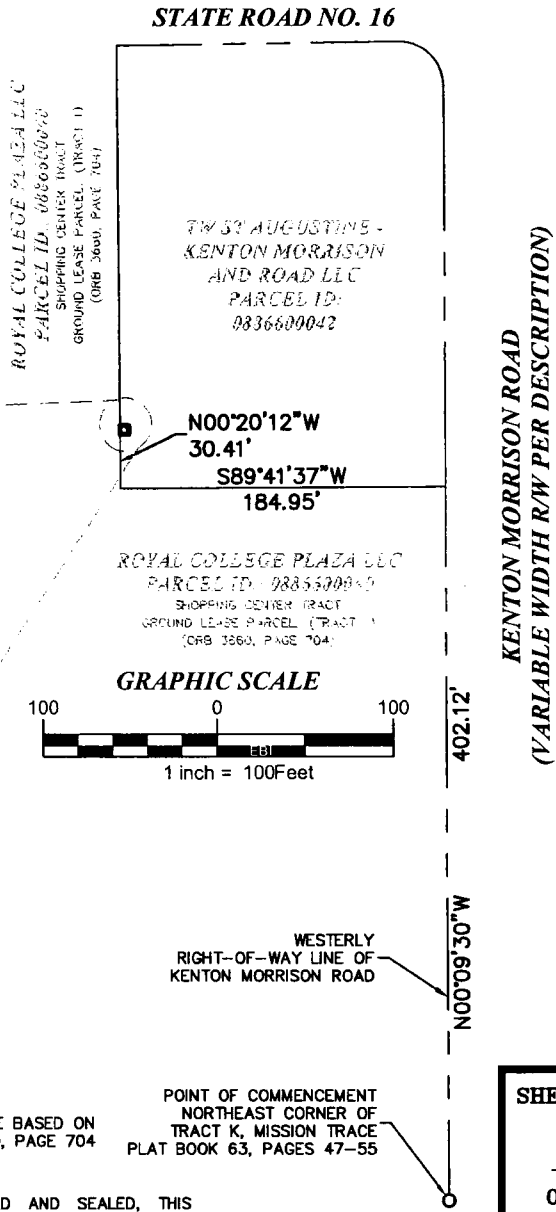
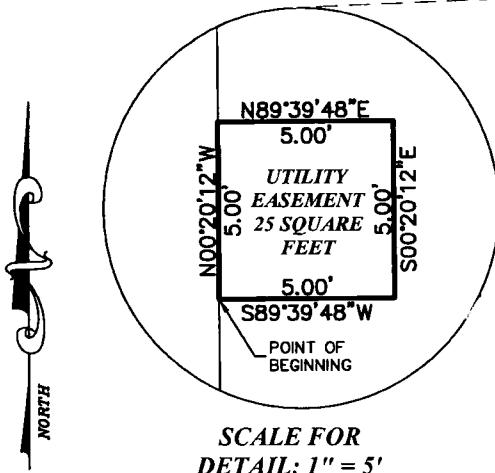
Exhibit "A"

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF TRACT K, MISSION TRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGES 47 THROUGH 55, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE N00°09'30"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF KENTON MORRISON ROAD, A DISTANCE OF 402.12 FEET; THENCE S89°41'37"W, A DISTANCE OF 184.95 FEET; THENCE N00°20'12"W, A DISTANCE OF 30.41 FEET TO THE POINT OF BEGINNING; THENCE N00°20'12"W, A DISTANCE OF 5.00 FEET; THENCE N89°39'48"E, A DISTANCE OF 5.00 FEET; THENCE S00°20'12"E, A DISTANCE OF 5.00 FEET; THENCE S89°39'48"W, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 25 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.



LEGEND	
ABBREVIATIONS	
ID	IDENTIFICATION
LB	LICENSED BUSINESS NUMBER
LS	LICENSED SURVEYOR
ORB	OFFICIAL RECORDS BOOK
(P)	PER PLAT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT-OF-WAY

EBI Surveying
8415 Sunstate Street
Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081
Certificate of Authorization Number: LB-7652

BEARING BASIS:
BEARINGS SHOWN HEREON ARE BASED ON
OFFICIAL RECORDS BOOK 3660, PAGE 704

SURVEY REPORT:
1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SHEET NO.
1
OF 1

DATE: 12/20/2021
DRAWN: EWB
CHECKED: TPS
REVISION:
FILE: OL01UESODX.dwg

PROJECT NUMBER:
OLSN0001

SKETCH OF DESCRIPTION
UTILITY EASEMENT
PART OF SECTION 10
TOWNSHIP 7 SOUTH, RANGE 29 EAST
ST. JOHNS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.



Digitally signed
by Thomas
Serbu
Date: 2021.12.21
15:30:22 -05'00'

THOMAS PATRICK SERBU
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS-4744
EMAIL: thomas@ebisurvey.com
DATE SIGNED: 12/20/21

Exhibit "B" to Resolution



WARRANTY
UTILITY IMPROVEMENTS

Date: February 23, 2022

Project Title: TW St Augustine-Kenton Morrison Road LLC
Tidal Wave Carwash
2795 Kenton Morrison Rd
St Augustine FL 32084
St Johns County


FROM: Marlon Dunn Contracting Inc
3115 S Sammonds Rd
Plant City FL 33563

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.

Marlon Dunn Contracting Inc



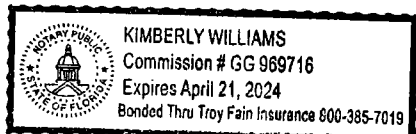
Contractor's Signature

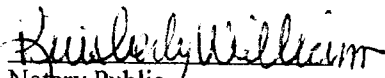
Dan Secor VP

Print Contractor's Name

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of February, 2022, by Dan Secor as Vice President for Marlon Dunn Contracting Inc.





Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



Exhibit "C" to Resolution

St. Johns County Board of County Commissioners

Utility Department

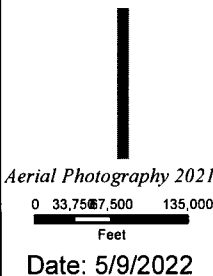
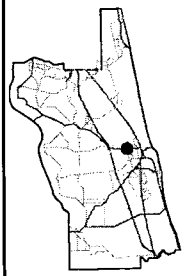
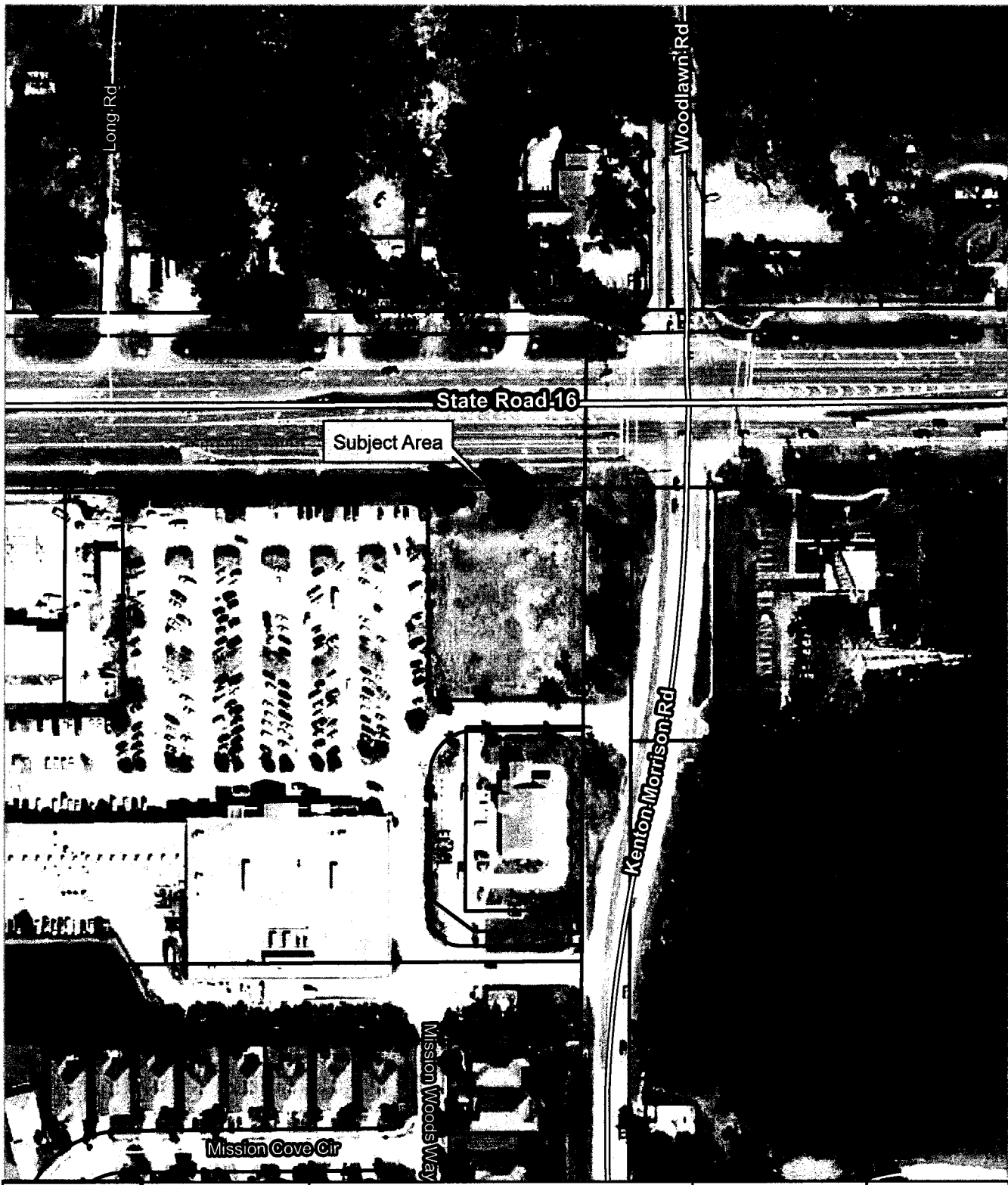
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Tidal Wave Carwash
DATE: March 24, 2022

Please present the Easement and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Tidal Wave Carwash.

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.



Easement for Utilities,
& Warranty

Tidal Wave Carwash

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.

