

RESOLUTION NO. 2022- 184

**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 ZAXBY'S SHORES LOCATED OFF U.S. 1 SOUTH.**

**RECITALS**

**WHEREAS**, Southern Contentment, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water system to serve Zaxby's Shores located off U.S. 1 South, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, A Team Siteworks, Inc., a Florida corporation, has executed and presented to the County a Warranty for work performed at Zaxby's Shores, 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

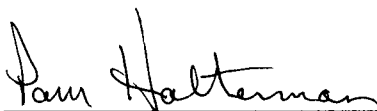
  
Deputy Clerk



Exhibit "A" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 28 day of MAY, 2021 by <sup>015</sup> ~~8~~ SOUTHERN WATERMENT LLC with an address of 950 SANTA MARIA BLVD., 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

Tara Strickland

Print Name

[Signature]

Witness Signature

Jacob Taylor

Print Name

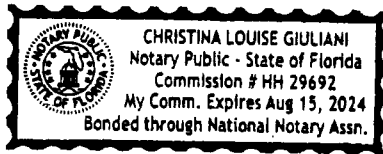
By: [Signature]

Print Name: DAVID MATTHEW STRICKLAND

Its: OWNER/PRESIDENT  
SOUTHERN CONTENTMENT, LLC

STATE OF FLORIDA  
COUNTY OF ST. JOHN'S

The foregoing instrument was acknowledged before me by means of  
 physical presence or  online notarization, this 28 day of  
MAY, 2020, by  
DAVID MATTHEW STRICKLAND as OWNER/PRESIDENT  
for SOUTHERN CONTENTMENT, LLC



[Signature]  
Notary Public  
My Commission Expires: AUGUST 15, 2024

Personally Known or Produced Identification  
Type of Identification Produced

# Exhibit "A"

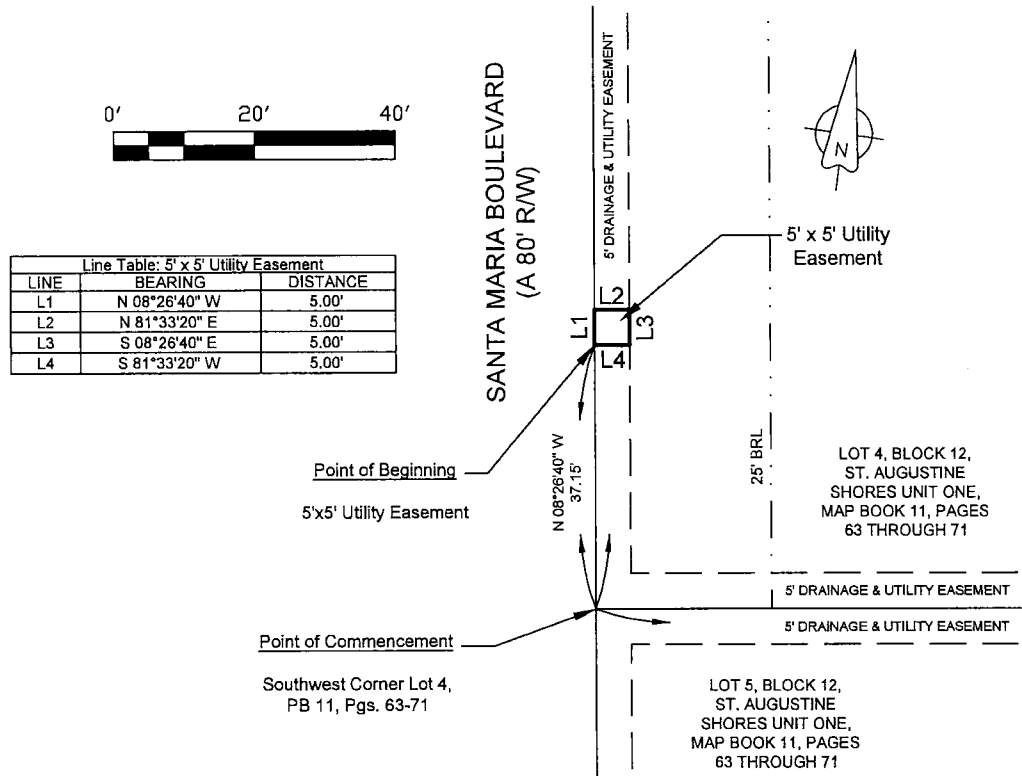
## MAP SHOWING SKETCH OF

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND BEING A PART OF LOT 4, BLOCK 12, ST. AUGUSTINE SHORES UNIT ONE, AS RECORDED IN MAP BOOK 11, PAGES 63 THROUGH 71 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 4; THENCE NORTH 08°26'40" WEST, ALONG THE THE EASTERLY RIGHT OF WAY LINE OF SANTA MARIA BOULEVARD, A DISTANCE OF 37.15 FEET TO THE POINT OF BEGINNING

FROM THE POINT OF BEGINNING, THENCE CONTINUE NORTH 08°26'40" WEST, ALONG AFORESAID RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET; THENCE DEPARTING FROM LAST SAID LINE, RUN NORTH 81°33'20" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 08°26'40" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 81°33'20" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 25 SQUARE FEET AND/OR 0.0006 ACRES MORE OR LESS.



### General Notes

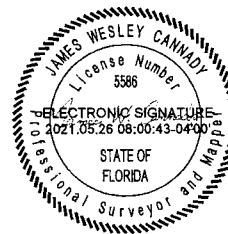
- This is a Map showing Sketch of a Proposed Florida Power & Light Easement.
- Bearings are based on the Easterly Right of Way Line of Santa Maria Boulevard, being the Assumed Bearing of N 08° 26' 40" W, as per record Map Book.
- There may be Restrictions or Easements that are not shown on this map that may be found in the Public Records of this County or evidenced by Title examination.
- This Sketch does not reflect or determine Ownership.

Unless it bears the Signature and the Original Raised seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid or unless the Electronic Image File bears the Electronic Signature and Seal of a Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid.

2988 Plummer Cove Road  
Jacksonville, Florida 32223  
Phone: (904) 647-6943  
Licensed Business No.: 7080  
EMAIL: wes@cannadysurvey.com



I hereby certify that this survey was made to the best of my knowledge and belief and meets the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



By: \_\_\_\_\_  
James W. Cannady, Professional Surveyor & Mapper,  
Certificate No. 5586, State of Florida

DRAWING PATH: Team Drives\Current Projects\21-169 Zaxby's Shores - Utility Easement\DWG

JOB NUMBER: 21-169

SCALE: 1" = 20'

FIELD BOOK: N/A PAGE: N/A

FIELD DATE: N/A

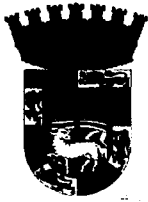
DRAWN BY: JWC

MAP FILE NUMBER: A-1671

CHECKED BY: JWCJ

SHEET NUMBER: 1 OF 1

Exhibit "B" to Resolution



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 06/14/2021

Project Title: Zaxby's - St. Augustine Shores  
St. Johns County, Florida

FROM: A Team Siteworks, Inc.  
9079B Noroad  
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: A Team Site Works, Inc

John L. Rodgers  
Contractor's Signature

John L. Rodgers  
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 14<sup>th</sup> day of June, 2021, by John L. Rodgers as President for A Team Site Works, Inc.

Esther Atkins  
Notary Public  
My Commission Expires: 10/14/24

Personally Known or Produced Identification  
Type of Identification Produced FL Drivers Lic.

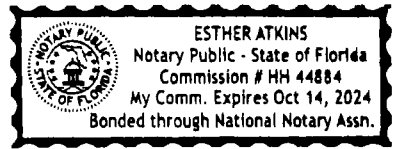




Exhibit "C" to Resolution

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

Utility Department

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INTEROFFICE MEMORANDUM

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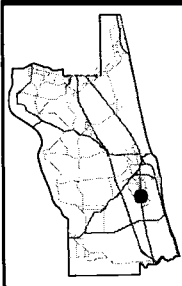
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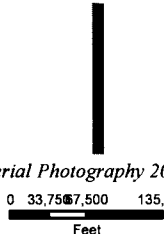
TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Zaxby's Shores  
DATE: March 23, 2022

Please present the Easement and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Zaxby's Shores.

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.



  
 Aerial Photography 2021  
 Date: 5/9/2022

**Easement for Utilities  
& Warranty**  
  
**Zaxby's Shores**

**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.

