

RESOLUTION NO. 2022- 404

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 REUSE SYSTEMS TO SERVE STARBUCKS AT PARKWAY VILLAGE LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, WCC Jax Partners, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and reuse systems to serve Starbucks at Parkway Village located off International Golf Parkway, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Miranda Contracting, LLC, a Florida limited liability company, has executed and presented to the County a Warranty for work performed at Starbucks at Parkway Village, 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 1 day of November, 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 NOV 07 2022



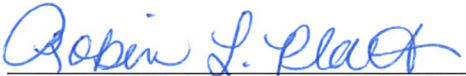

Deputy Clerk

Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 18 day of FEBRUARY, 2022
by KCC JAX PARTNERS, LLC, with an address of
301 E LAS OLAS BLVD. FT LAUD. FL 33301, hereinafter called "Grantor" to
ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose
address is 4020 Lewis Speedway, 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 meter(s) and reuse meter(s) 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 all water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) REUSE SYSTEM - The Grantee shall maintain all reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the utility system.

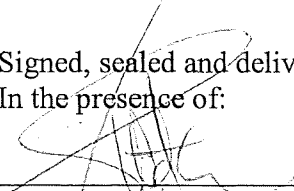
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, 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.

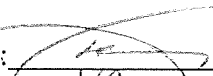
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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:

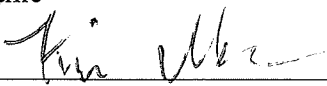


Witness

By: 
Its: VP

Linda Watkins

Print Name



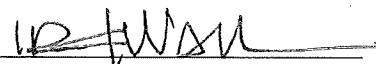
Witness

Kevin Mungenast

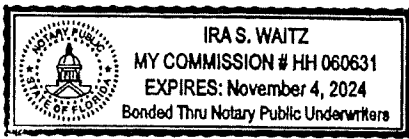
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of FEBRUARY, 2022, by DAVID CHANON as VP for WICC JAY PARTNERS, LLC.

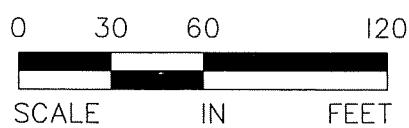
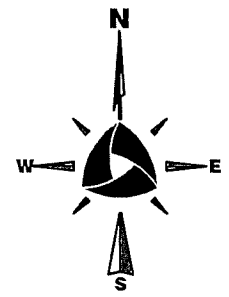
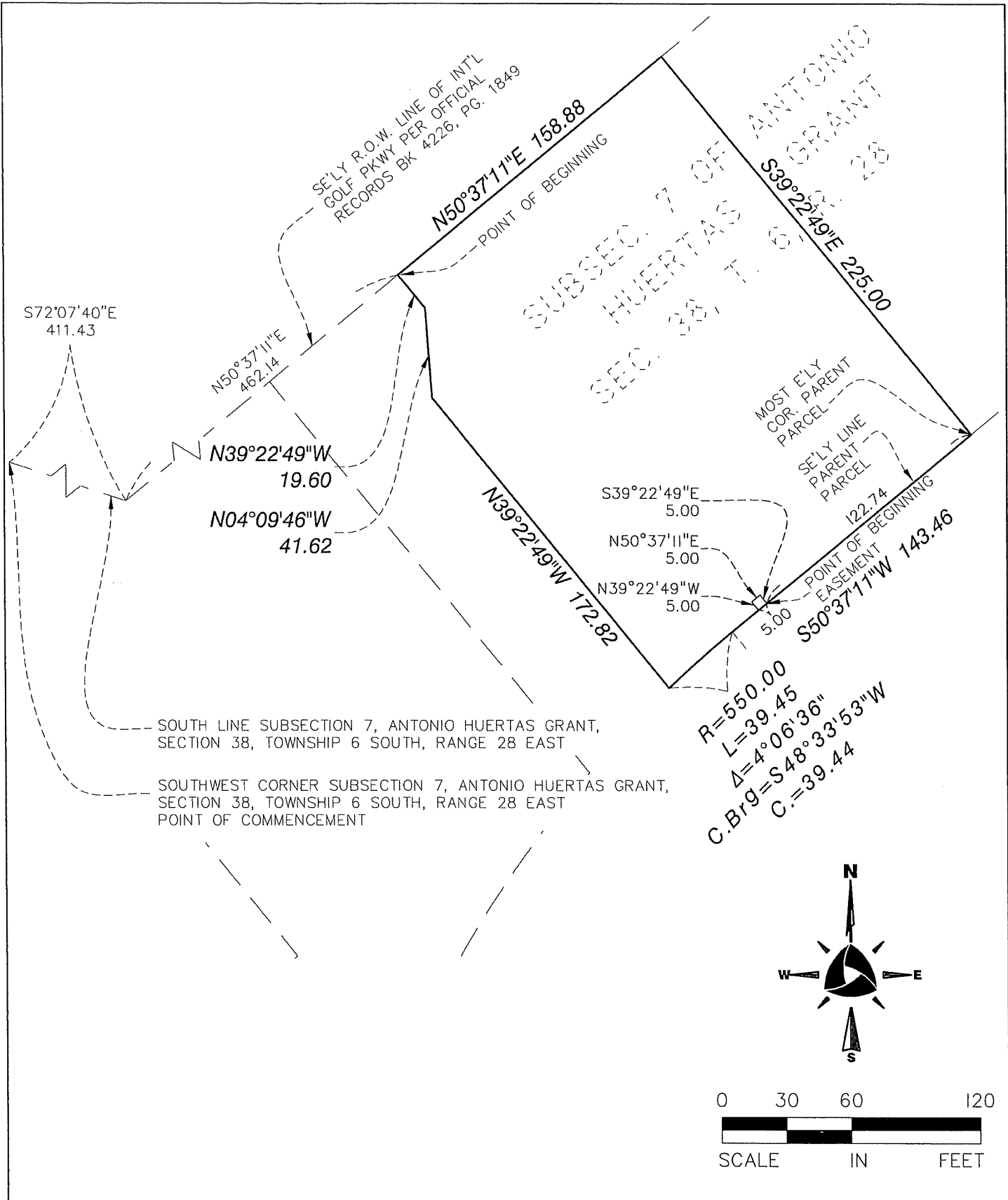


Notary Public
My Commission Expires: 11-4-24



Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"



SHEET 1 OF 2 SHEETS

Design File: 321-0063	Checked By: CW
Dwg Name: STARBUCKS	Drawn By: DE
Date: 2/15/22	Scale: 1" = 60'

STARBUCKS WCC
 UTILITY EASEMENT EXHIBIT
 ST. JOHNS COUNTY, FLORIDA



10475 Fortune Pkwy, Suite 101
 Jacksonville, FL 32256
 904.240.1351 MAIN
 www.alliant-inc.com
 LB 8289

ALLIANT

UTILITY EASEMENT LEGAL DESCRIPTION

AN EASEMENT FOR UTILITY PURPOSES OVER, UNDER, AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PART OF SUBSECTION 7 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AS SHOWN ON PLAT OF SAME, RECORDED IN DEED BOOK Q, PAGE 495 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SUBSECTION 7; THENCE SOUTH 72 DEGREES 07 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SUBSECTION 7, 411.43 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4226, PAGE 1849 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE LEAVING SAID SOUTH LINE, NORTH 50 DEGREES 37 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 462.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 50 DEGREES 37 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 158.88 FEET; THENCE SOUTH 39 DEGREES 22 MINUTES 49 SECONDS EAST, LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE, 225.00 FEET; THENCE SOUTH 50 DEGREES 37 MINUTES 11 SECONDS WEST, 143.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.45 FEET, SAID ARC SUBTENDED BY A CHORD BEARING OF SOUTH 48 DEGREES 33 MINUTES 53 SECONDS WEST, AND A CHORD DISTANCE OF 39.44 FEET TO A POINT ON SAID CURVE; THENCE NORTH 39 DEGREES 22 MINUTES 49 SECONDS WEST, 172.82 FEET; THENCE NORTH 04 DEGREES 09 MINUTES 46 SECONDS WEST, 41.62 FEET; THENCE NORTH 39 DEGREES 22 MINUTES 49 SECONDS WEST, 19.60 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 50 DEGREES 37 MINUTES 11 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF THE PROPERTY, 122.74 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING SOUTH 50 DEGREES 37 MINUTES 11 SECONDS WEST, 5.00 FEET; THENCE NORTH 39 DEGREES 22 MINUTES 49 SECONDS WEST, 5.00 FEET; THENCE NORTH 50 DEGREES 37 MINUTES 11 SECONDS EAST, 5.00 FEET; THENCE SOUTH 39 DEGREES 22 MINUTES 49 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT.

SHEET 2 OF 2 SHEETS

Design File: 321-0063	Checked By: CW
Dwg Name: STARBUCKS	Drawn By: DE
Date: 2/15/22	Scale: 1" = 60'

STARBUCKS WCC
UTILITY EASEMENT EXHIBIT
ST. JOHNS COUNTY, FLORIDA



10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8289

Exhibit "B" to Resolution



**WARRANTY
UTILITY IMPROVEMENTS**

Date: 5/26/2022
Project Title: Starbucks At Parkway Village
St. Johns County, Florida

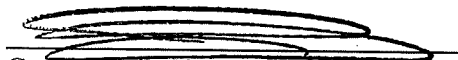
FROM: Miranda Contracting
3077 Plymouth Street
Jacksonville, Florida 32205

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

Joshua A. Garrison, President/CEO
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 26th day of May, 2022, by Joshua A. Garrison as President/CEO for Miranda Contracting, LLC.

BETHANY G. MCCHRISTON
Notary Public, State of Florida
My Comm. Expires 08/19/2022
Commission No. GG249995


Notary Public
My Commission Expires: 08/19/2022

Personally Known or Produced Identification
Type of Identification Produced



Exhibit "C" to Resolution

St. Johns County Board of County Commissioners

Utility Department

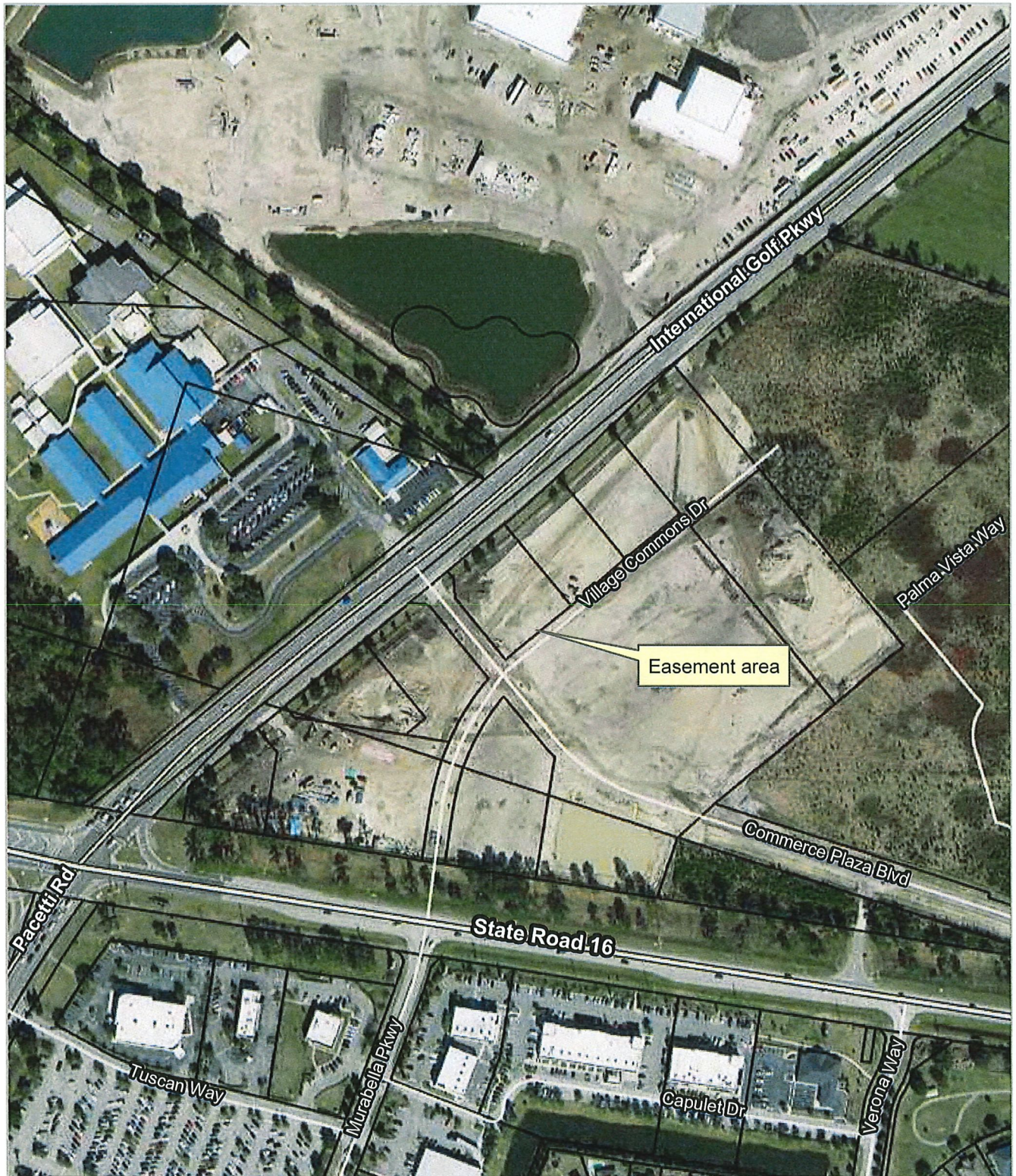
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Starbucks at Parkway Village
DATE: September 15, 2022

Please present the Easement and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Starbucks at Parkway Village.

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.



2021 Aerial Imagery
 0 65 130 260
 Feet
 Date: 9/26/2022

Starbucks at Parkway Village

Easement for Utilities
 & Warranty

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.

