

RESOLUTION NO. 2022- 420

**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 GATE EXPRESS CAR WASH #7019 AT WORLD COMMERCE CENTER LOCATED OFF STATE ROAD 16.**

**RECITALS**

**WHEREAS**, BFC Property Holdings, Inc., a Florida corporation, has executed and presented to the County an Easement for Utilities associated with the water system to serve Gate Express Car Wash #7019 at World Commerce Center, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, Allsite Contracting, Inc., a Florida corporation, has executed and presented to the County a Warranty for work performed at Gate Express Car Wash #7019 at World Commerce Center, 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's 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 15<sup>th</sup> day of November, 2022.

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

By: Henry Oa  
Chair

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

Crystal Smith  
Deputy Clerk

Rendition Date NOV 17 2022

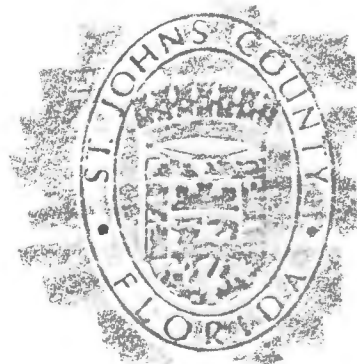


Exhibit "A" to Resolution

Parcel ID:

A portion of: 0282200031

**EASEMENT FOR UTILITIES**  
*(Water Meter – GATE Express Carwash SR 16)*

THIS EASEMENT executed and given this 25 day of April, 2022 by **BFC PROPERTY HOLDINGS, INC.**, a Florida corporation, with an address of PO Box 23627, Jacksonville, FL 32241, 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, sewer and/or reuse 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, its 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, sewer and reuse 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 all 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 and restore sod to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of 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:

BFC PROPERTY HOLDINGS, INC., a  
Florida corporation

MW  
Witness Signature

By: Rebecca Hamilton  
Print Name: Rebecca Hamilton  
Its: Vice President

Meghan Lewis  
Print Name


Linda M. Proctor  
Witness Signature

Linda M. Proctor  
Print Name

STATE OF FLORIDA  
COUNTY OF DUVAL

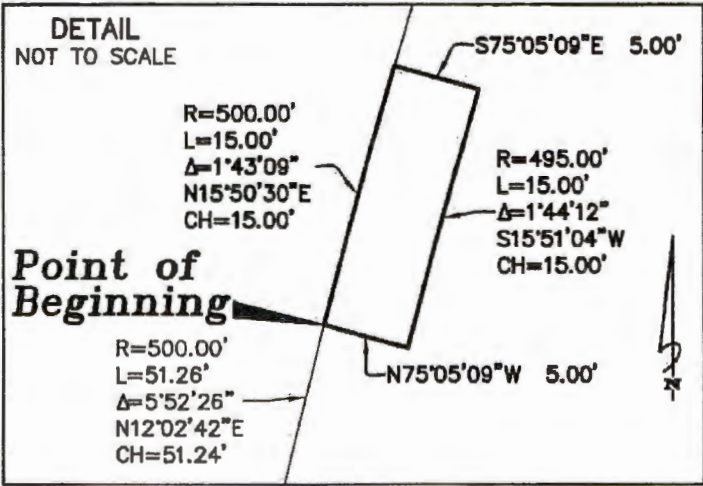
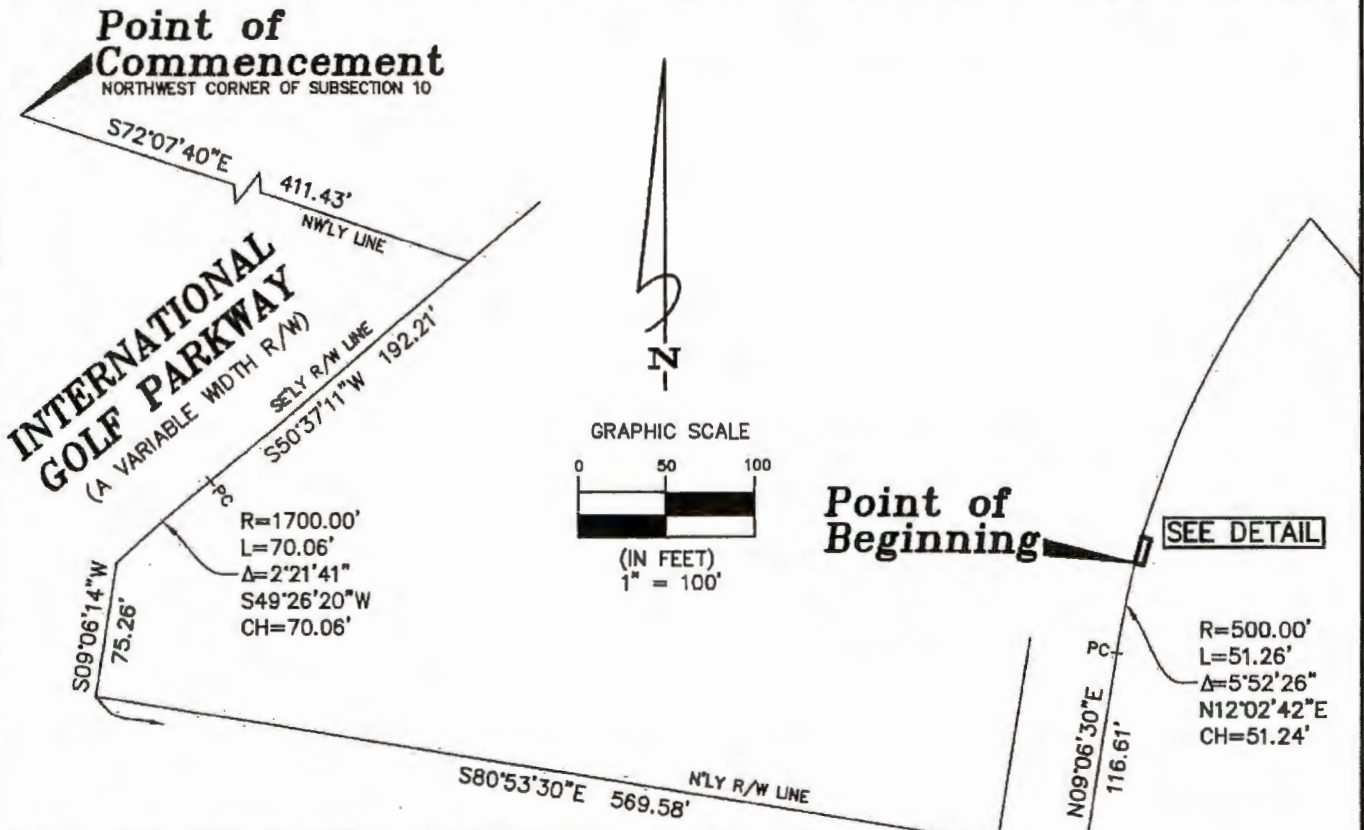
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of April, 2022, by Rebecca Hamilton, as Vice President of BFC Property Holdings, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me.

LINDA M. PROCTOR  
NOTARY PUBLIC  
STATE OF FLORIDA  
NO. HH217169  
MY COMMISSION EXPIRES APR. 22, 2026

  
Notary Public  
My Commission Expires: 4/22/26

# MAP SHOWING

A PART OF SUBSECTIONS 7 AND 10 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.



**STATE ROAD 16**  
(200' R/W PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 78060-2522)

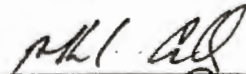
SHEET 1 OF 2  
WATER METER EASEMENT

JOB NO. 2022-205  
DRAFTER EJC  
DATE 02/22/22  
SCALE 1"=100'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
LB NO. 3731  
3830 CROWN POINT ROAD  
JACKSONVILLE, FLORIDA 32257  
(904) 260-2703  
WWW.CLARYASSOC.COM

CHECKED BY:   
**MICHAEL J. COLLICAN, P.S.M. CERT. NO. 6788**

# MAP SHOWING

## WATER METER EASEMENT

A PART OF SUBSECTIONS 7 AND 10 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 NORTHWEST CORNER OF SAID SUBSECTION 10; THENCE SOUTH 72°07'40" EAST, 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 SOUTHWESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSE AND DISTANCES: COURSE NO. 1: SOUTH 50°37'11" WEST, 192.21 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1700.00 FEET, AN ARC DISTANCE OF 70.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°26'20" WEST, 70.06 FEET; COURSE NO. 3: SOUTH 09°06'14" WEST, 75.26 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 16, (A 200 FOOT WIDE RIGHT OF WAY BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2522); THENCE SOUTH 80°53'30" EAST, ALONG LAST SAID LINE, 569.58 FEET; THENCE NORTH 09°06'30" EAST, 116.61 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 51.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°02'42" EAST, 51.24 FEET, TO A POINT ON THE ARC OF A CURVE LEADING NORTHERLY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 15.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°50'30" EAST, 15.00 FEET; THENCE SOUTH 75°05'09" EAST, 5.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 495.00 FEET, AN ARC DISTANCE OF 15.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°51'04" WEST, 15.00 FEET; THENCE NORTH 75°05'09" WEST, 5.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 75 SQUARE FEET, MORE OR LESS.

## GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 16, AS S80°53'30"E.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

## LEGEND

R/W = RIGHT OF WAY  
 O.R.B. = OFFICIAL RECORDS BOOK  
 PG(S). = PAGE(S)  
 PC = POINT OF CURVATURE  
 R = RADIUS  
 L = LENGTH  
 Δ = DELTA  
 CH = CHORD DISTANCE

# SHEET 2 OF 2 WATER METER EASEMENT

JOB NO. 2022-205  
 DRAFTER EJC  
 DATE 02/22/22  
 SCALE 1"=100'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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CHECKED BY:

  
MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

Exhibit "B" to Resolution



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 4/21/2022  
Project Title: Gate Express Car Wash #7019  
St. Johns County, Florida

FROM: Allsite Contracting Inc  
5845 Cisco Dr. West  
Jacksonville, FL 32219

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:**

*Daniel Bell*  
Contractor's Signature

Daniel Bell  
Print Contractor's Name

STATE OF FLORIDA  
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of April, 2021, by Daniel Bell as President for Allsite Contracting Inc.



*Stephen Kirkland*  
Notary Public  
My Commission Expires: 4-5-26

Personally Known or Produced Identification  
Type of Identification Produced

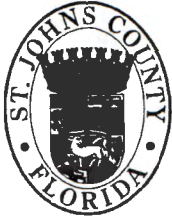


Exhibit "C" to Resolution

## 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: Gate Express Car Wash #7019 @ WCC  
DATE: September 14, 2022

Please present the Easement and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Gate Express Car Wash #7019 @ WCC..

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.



Gate Express Car Wash #7019

International Golf Pkwy

State Road 16

Pacetti Rd



Aerial Photography 2021

0 225 450 900  
Feet

Date: 10/18/2022

### Easement & Warranty Gate Express Car Wash #7019

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.

