

RESOLUTION NO. 2022- 93

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR OF THE BOARD, ON BEHALF OF THE COUNTY, TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT, AND ACCEPTING FROM GATE PETROLEUM COMPANY AN EASEMENT FOR UTILITIES AT THE STATE ROAD 16 AND INTERSTATE 95 INTERCHANGE.**

**RECITALS**

**WHEREAS**, Gate Petroleum Company has executed and presented to the County an Easement for Utilities and a Temporary Construction Easement, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, at the State Road 16 and Interstate 95 interchange; and

**WHEREAS**, the Florida Department of Transportation (Department) is currently constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road. The Department project is identified as SR16 @ SR9 (I-95) Interchange improvements. As a result of the Department project, it is necessary for the St. Johns County Utility Department to relocate significant portions of the existing reclaimed water line located within the northside right-of-way of SR16 @ SR9 (I-95) Interchange project; and

**WHEREAS**, it is in the best interest of the County to accept the Easement for Utilities and execute the Temporary Construction Easement for the health, safety and welfare of the citizens located within this service area.

**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.

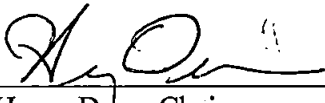
Section 2. The Board of County Commissioners hereby accept the Easement for Utilities and approve the terms and authorize the Chair to execute the Temporary Construction Easement.

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.

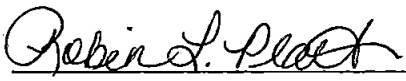
Section 4. The Clerk of the Court is instructed to record the original Easement for Utilities and the Temporary Construction Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 5 day of April, 2022.

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

BY:   
Henry Dean, Chair

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

  
Deputy Clerk

Rendition Date APR 5 2022



EXHIBIT "A" TO RESOLUTION

Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**  
(GATE #1207 SR 16 & I-95)

THIS EASEMENT executed and given this 3<sup>RD</sup> day of MARCH, 2022 by GATE PETROLEUM COMPANY, with an address of PO Box 23627, Jacksonville, Florida 32241-3627, 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 is the owner of certain real property located in St. Johns County, Florida and more particularly described on Exhibit A attached hereto ("Grantor's Property").

2. Grantor does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to permit, install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground reclaimed watermain and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon a portion of Grantor's Property more particularly described on Exhibit B 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 reclaimed water 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 reuse 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 reclaimed water 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 use commercially reasonable efforts to use the easement in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operation of Grantor or its permittees business conducted on Grantor's Property, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(e) Grantee may obtain governmental permits, if required, without Grantor's authorization based on use of the Easement Area. Any governmental permits related to the Project will be provided to Grantor within fourteen (14) days of receipt. Grantee shall be solely responsible for any and all mitigation costs if the Project temporarily impacts wetlands.

3. REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system within the Easement Area in good order, condition and repair; free from defects.

4. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee, at its sole cost and expense, shall repair any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, and shall replace any landscaping, pavement, walls (including any footers that may be damaged) 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 greatest extent possible. Grantor and Grantee agree that improvements within the easement area, by either party, shall not include the planting of trees. Grantee, by accepting this Easement, agrees to work with St. Johns County Growth Management to satisfy any requirements related to the vegetative buffer ordinance.

5. To the extent permissible by law, Grantee shall investigate all claims of every nature arising out of this Easement at its expense and indemnify and hold Grantor harmless from and against all claims, liabilities and expenses, (including reasonable attorneys' fees) relating to accidents, environmental reporting and/or clean-up requirements, injuries, loss, or damage of or to any person or property arising from the negligent, willful acts or omissions of Grantee, its contractors, employees, agents, or other acting on behalf of Grantee in the exercise of the rights herein granted and/or the use of the Easement, subject to the provisions and limitations of Section 768.28, Florida Statutes.

6. Except as specifically granted herein, Grantor, its successor and assigns, shall retain full use and control of the Easement; provided that no use of the Easement Parcel by Grantor shall unreasonably interfere with the Grantee's use as herein permitted. In the event of a dispute over this easement agreement, the prevailing party shall be entitled to reimbursement of all reasonable attorneys' fees, costs and disbursements incurred in the dispute before litigation, at trial, and on appeal, if any.

7. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

8. 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:

[Handwritten Signature]

Witness Signature

MARK BACHARA

Print Name

Emilie Nix

Witness Signature

Emilie Nix

Print Name

**GATE PETROLEUM COMPANY**

By: [Handwritten Signature]

Print Name: Rebecca Hamilton

Its: Vice President

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3<sup>rd</sup> day of March, 2022, by Rebecca Hamilton, the Vice President of GATE Petroleum Company, a Florida corporation, on behalf of the corporation. She is personally known to me.

(Notary Seal)

**LINDA M. PROCTOR**  
Notary Public, State of Florida  
My Comm. Expires 04/22/22  
Commission No. GG200816

Notary Public: [Handwritten Signature]  
My Commission Expires: 4/22/22

## EXHIBIT "A"

### GRANTOR'S PROPERTY

A part of Section 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of said Section 8, said corner also being the Southwest corner of Section 5 of said Township and Range; thence run North  $3^{\circ}50'30''$  West, a distance of 320.79 feet; thence run South  $75^{\circ}47'06''$  East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way; thence run along said right of way line the following described courses: South  $27^{\circ}32'37''$  East, a distance of 358.14 feet; South  $51^{\circ}06'33''$  East, a distance of 113.61 feet to the Point of beginning; thence continue along said right of way line South  $73^{\circ}45'44''$  East, a distance of 326.28 feet; thence run North  $16^{\circ}14'16''$  East, a distance of 150.00 feet; thence run North  $73^{\circ}45'44''$  West, a distance of 326.28 feet; thence run South  $16^{\circ}14'16''$  West, a distance of 150.00 feet to the Point of beginning. The same lands as described in O.R. Book 511, page 598, St. Johns County, Florida.

#### ALSO:

A part of Sections 5 and 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of Section 8, said corner also being the Southwest corner of said Section 5; thence run North  $3^{\circ}50'30''$  West, a distance of 320.79 feet; thence run South  $75^{\circ}47'06''$  East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way and the Point of beginning; thence continue South  $75^{\circ}47'06''$  East, a distance of 858.11 feet to the Northerly line of said Section 8; thence run South  $1^{\circ}27'06''$  East, a distance of 341.64 feet to the State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line, said right of way line being a curve to the right having a radius of 5597.58 feet, a chord bearing the North  $75^{\circ}12'31''$  West and a chord distance of 282.55 feet to the end of said curve; thence run North  $16^{\circ}14'16''$  East, a distance of 150.00 feet; thence run North  $73^{\circ}45'44''$  West, a distance of 326.26 feet; thence run South  $16^{\circ}14'16''$  West, a distance of 150.00 feet to the aforesaid State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line the following described courses: North  $51^{\circ}06'33''$  West, a distance of 113.61 feet; North  $27^{\circ}32'37''$  West, a distance of 358.14 feet to the Point of beginning, containing 4.47 acres more or less. The same lands as described in O.R. Book 511, Page 600, St. Johns County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

A parcel of land in Sections 5 and 8, Township 7 South, range 29 East, St. Johns County, Florida, more fully described as follows: Commencing at the Northwest corner of said Section 8; said corner also being the Southwest corner of said Section 5; thence North  $3^{\circ}50'30''$  West, on the West line of said Section 5, a distance of 320.79 feet; thence South  $75^{\circ}47'06''$  East 208.22 feet to the East line of State Road No. 16 – Interstate 95 interchange right of way; thence continuing South  $75^{\circ}47'06''$  East 698.56 feet to the Point of beginning at the Northwest corner of the herein described parcel of land; thence continuing South  $75^{\circ}47'06''$  East 159.55 feet to the line between said Section 5 and 8; thence South  $1^{\circ}27'06''$  East 341.64 feet; thence Westerly on the Northerly right of way line for State Road No. 16 – Interstate 95 interchange, on a curve to the right with a radius of 5597.58 feet through a central angle of  $2^{\circ}39'07''$ , an arc distance of 259.08 feet (chord being North  $75^{\circ}19'44''$  West 259.06 feet); thence North  $15^{\circ}28'59''$  East 326.97 feet to the Point of beginning. Containing an aggregate area of 4.02 acres more or less. The same lands as described in O.R. Book 629, Page 782, St. Johns County, Florida.

## EXHIBIT "B"

### UTILITY PROPERTY

#### THE NORTH 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A part of Sections 5 and 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of Section 8, said corner also being the Southwest corner of said Section 5; thence run North  $3^{\circ}50'30''$  West, a distance of 320.79 feet; thence run South  $75^{\circ}47'06''$  East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way and the Point of beginning; thence continue South  $75^{\circ}47'06''$  East, a distance of 858.11 feet to the Northerly line of said Section 8; thence run South  $1^{\circ}27'06''$  East, a distance of 341.64 feet to the State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line, said right of way line being a curve to the right having a radius of 5597.58 feet, a chord bearing the North  $75^{\circ}12'31''$  West and a chord distance of 282.55 feet to the end of said curve; thence run North  $16^{\circ}14'16''$  East, a distance of 150.00 feet; thence run North  $73^{\circ}45'44''$  West, a distance of 326.26 feet; thence run South  $16^{\circ}14'16''$  West, a distance of 150.00 feet to the aforesaid State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line the following described courses: North  $51^{\circ}06'33''$  West, a distance of 113.61 feet; North  $27^{\circ}32'37''$  West, a distance of 358.14 feet to the Point of beginning, containing 4.47 acres more or less. The same lands as described in O.R. Book 511, Page 600, St. Johns County, Florida.

#### LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

A parcel of land in Sections 5 and 8, Township 7 South, range 29 East, St. Johns County, Florida, more fully described as follows: Commencing at the Northwest corner of said Section 8; said corner also being the Southwest corner of said Section 5; thence North  $3^{\circ}50'30''$  West, on the West line of said Section 5, a distance of 320.79 feet; thence South  $75^{\circ}47'06''$  East 208.22 feet to the East line of State Road No. 16 – Interstate 95 interchange right of way; thence continuing South  $75^{\circ}47'06''$  East 698.56 feet to the Point of beginning at the Northwest corner of the herein described parcel of land; thence continuing South  $75^{\circ}47'06''$  East 159.55 feet to the line between said Section 5 and 8; thence South  $1^{\circ}27'06''$  East 341.64 feet; thence Westerly on the Northerly right of way line for State Road No. 16 – Interstate 95 interchange, on a curve to the right with a radius of 5597.58 feet through a central angle of  $2^{\circ}39'07''$ , an arc distance of 259.08 feet (chord being North  $75^{\circ}19'44''$  West 259.06 feet); thence North  $15^{\circ}28'59''$  East 326.97 feet to the Point of beginning. Containing an aggregate area of 4.02 acres more or less. The same lands as described in O.R. Book 629, Page 782, St. Johns County, Florida.

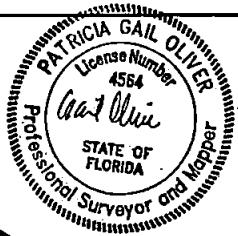
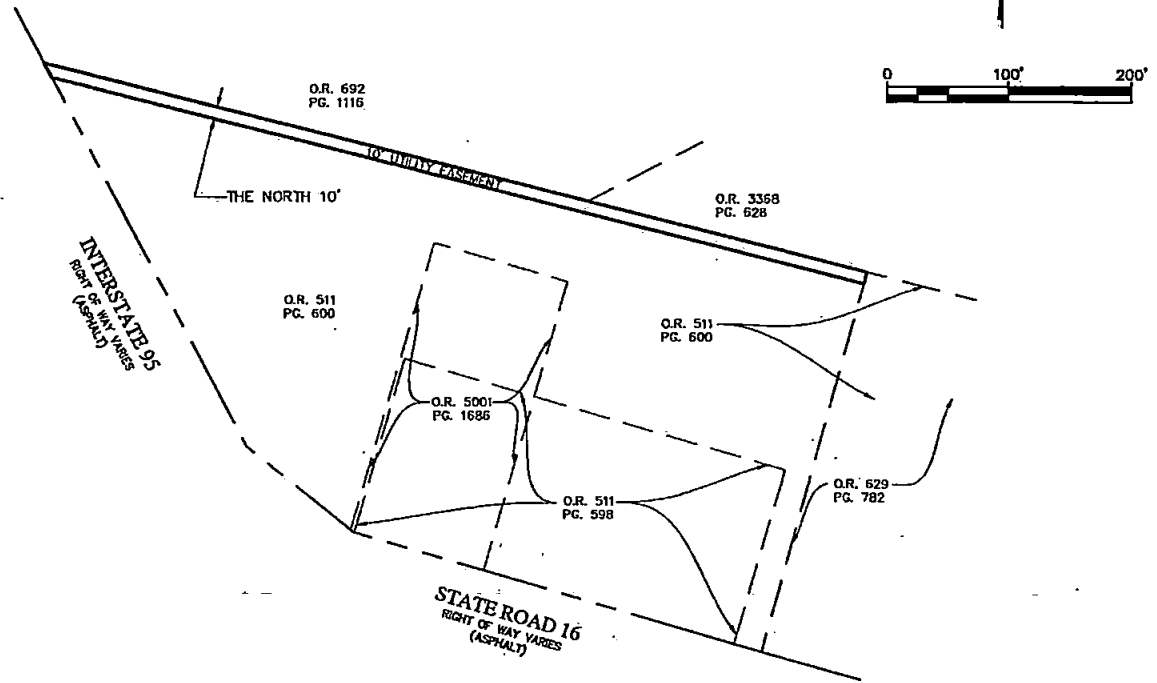
**MAP SHOWING A SKETCH OF DESCRIPTION OF A  
PORTION OF SECTIONS 5 AND 8, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.  
FOR: ST. JOHNS COUNTY UTILITIES DIVISION**

**SURVEYORS NOTES:**

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011.
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2021.

**LEGEND**

O.R. OFFICIAL RECORDS  
PG. PAGE



**GATE STATION SR 16 AND I 95  
10' UTILITY EASEMENT**

**SKETCH OF DESCRIPTION  
DATE OF SKETCH: FEBRUARY 23, 2022**



**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
SURVEYING AND MAPPING DIVISION**

500 SAN SEBASTIAN VIEW  
ST AUGUSTINE, FLORIDA 32084

PATRICIA GAIL OLIVER P.S.M. NO. 4564  
Phone (904) 209-0770 Email: goliver@sjcfl.us

DRAWN BY: J.MANNING

FILE NUMBER: S-1222

SHEET NO. 1

OF 1

EXHIBIT "B" TO RESOLUTION

Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT** (this "Easement") made this 3<sup>RD</sup> day of MARCH, 2022, by and between **GATE PETROLEUM COMPANY**, with an address of PO Box 23627, Jacksonville, Florida 32241-3627, as Grantor, and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, as Grantee.

**RECITALS**

A. Grantor is the owner of certain real property located in St. Johns County, Florida, which is described in Exhibit "A" attached hereto (hereinafter, the "Grantor's Property").

B. Grantee has an easement interest in certain real property located in St. Johns County, Florida, more particularly described in Exhibit "B" attached hereto (hereinafter, the "Utility Property").

C. Due to the Florida Department of Transportation's improvements to the intersection of State Road 16 and Interstate 95, it is necessary for the Grantee to relocate significant portions of its utility lines into the Utility Property (the "Project").

D. To accommodate the completion of the Project, Grantee has requested and Grantor has agreed to provide a temporary construction easement over and across a portion of Grantor's Property, more particularly described in Exhibit "C" attached hereto (hereinafter, the "Temporary Construction Easement").

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration as hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is therefore understood and agreed as follows:

1. **Recitals.** All of the foregoing recitals are true and correct.

2. **Grant of Easement.** Grantor grants and conveys to Grantee, its successors, assigns, invitees, licensees, contractors and agents, a temporary construction easement over and across the Easement Area for the purpose of pedestrian and vehicular access, ingress and egress and for the construction of the Project in the Utility Property. Grantee may be bringing construction vehicles and equipment across the Easement Area pursuant to this Easement. Prior to any construction, Grantee shall provide Grantor a schedule or schedules of the projected dates Grantee intends to utilize the Easement Area for construction, which schedule is subject to the approval of Grantor, which approval shall not be unreasonably withheld or delayed (the "Projected Dates"). Grantor acknowledges that the Projected Dates are subject to change due to weather conditions and/or the availability of equipment and supplies. Each change in the Projected Dates shall be subject to the Grantor's approval, which approval shall not be unreasonably withheld or delayed.

3. **Reservations by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use or purpose which does not materially obstruct Grantee from using the Easement Area for the purposes described herein above and may have access to the Easement Area for such purposes.

4. **Compliance With Laws.** Grantee shall comply with all governmental or quasi-governmental laws, ordinances, rules, regulations of every kind pertaining to the Grantee's use and occupancy of the Easement Area and all construction contemplated herein, including, without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. Grantee may obtain governmental permits, if required, without Grantor's authorization based on use of the Easement Area. Any governmental permits related to the Project will be provided to Grantor within fourteen (14) days of receipt. Grantee shall be solely responsible for any and all mitigation costs if the Project temporarily impacts wetlands. The Grantee will not commit or suffer any waste of the Easement Area and will not use or permit any use of the Easement Area to be used for any illegal purpose or in any such way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which the Easement Area is subject.

5. **Insurance.** Grantee shall require all of its contractors using the Easement Area for construction purposes to obtain and keep in force general liability insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and \$10,000,000.00 umbrella with general environmental pollution coverage, at all times during the period of contractual obligations and the term of this Easement. Grantee shall promptly deliver written evidence of such insurance to Grantor prior to commencement of construction on the Utility Property in the form of a current certificate of insurance and Grantor shall be listed as an additional insured (instead of a certificate holder) on the certificate of insurance.

6. **Duration of Easement.** This Easement shall automatically terminate, without notice or any further action required of either party, and be of no further force or effect upon the earlier of (i) substantial completion of the Project or (ii) no later than January 31, 2023. Upon such termination, no party hereto shall have any further rights, obligations or liabilities hereunder; provided, however, that the indemnification contained in Section 8 of this Easement shall survive any termination, cancellation or expiration of this Easement. Grantee agrees that Grantee shall, upon written request by Grantor, execute and deliver to Grantor a recordable document confirming the termination of this Easement.

7. **Remedies and Enforcement.**

a. In the event of a breach by Grantor or Grantee of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

b. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

8. **Covenant of Grantee; Indemnity.** Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold Grantor harmless from any personal injury and/or property damage claims, including attorneys' fees and court costs, actually incurred by Grantor as a result of the negligent acts or omissions or intentional misconduct of Grantee or any of its successors, assigns, invitees, licensees, contractors and agents in connection with the use of the Easement granted hereby. This section shall not operate as a waiver of Grantee's sovereign immunity.

9. **Construction Liens.** Grantee shall have no authority, express or implied, without the express written consent of Grantor, to create or place or cause to be created or placed, any mechanic's, materialmen's or other lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the Easement Area and/or the interest of Grantor in the Easement Area or surrounding property of Grantor for any claim in favor of any person dealing with Grantee and/or the Utility Property, including, without limitation, those who may furnish materials or perform labor for any construction or repairs on or about the Utility Property. Any violation of the foregoing shall be deemed a default of this Easement.

10. **Default.** In the event of any default by a party under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance.

11. **Running of Benefits and Burdens.** All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto for the duration of this Easement; provided, however, Grantee may not assign this Easement, in whole or in part, without the written consent of Grantor, such consent in Grantor's sole discretion.

12. **Notice.** The address of Grantor and Grantee are as set forth in the initial paragraph. Either party may give written notice of change of address to the other. All notices shall be sent by overnight delivery or U.S. mail to the addresses provided for the parties listed above and shall be deemed given when received, for overnight delivery, and when placed in the mail, for notice by mail. The affidavit of the person depositing the notice in the U.S. post office receptacle shall be evidence of such mailing.

13. **Entire Agreement.** The parties hereto agree that the entire agreement between the parties with respect to the use by Grantee of the Easement Area is set forth in this instrument. This instrument may be amended and/or extended only by an instrument in writing and signed by Grantor and Grantee (or their successors and assigns). No change in the terms of this Easement may be made unless it is in writing and signed by all parties.

14. **Attorneys' Fees.** In the event a party institutes legal action under this Easement against the other party, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs for pretrial preparation, trial and appeal.

15. **Waiver.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

16. **Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department.

17. **Hazardous Materials.** Grantee shall not knowingly permit any hazardous substances to be brought upon, kept, or used in or about the Easement Area without the prior written consent of Grantor.

18. **Miscellaneous.** In the event any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal,

unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability or unenforceability shall not affect any other provision of this Easement, but this Easement shall be construed as if such invalid, illegal, unconscionable, or unenforceable provisions had never been contained herein. This Easement shall be governed by the laws of the State of Florida and the parties hereto agree that any litigation relating to this Easement shall be in a court located within St. Johns County, Florida. This Easement may be executed in multiple counterparts but such multiple counterparts shall constitute a single agreement. Signatures of this Easement that are transmitted by either or both electronic and telephonic means (including, without limitation, facsimile and email) are valid for all purposes.

[Signature pages to follow]

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

"GRANTOR"

Signed, sealed and delivered in  
Our presence as Witnesses:

GATE PETROLEUM COMPANY

[Signature]  
Print Name: MARK BACHAER

By: [Signature]  
Print Name: REBECCA HAMILTON  
Its: VICE PRESIDENT

[Signature]  
Print Name: Emilie Nix

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  
 physical presence or  online notarization, this 3<sup>rd</sup> day of  
March, 2022, by Rebecca Hamilton, on behalf of  
Gate Petroleum Company, who is personally known to me  
 or has produced \_\_\_\_\_ as identification.

(Notary Seal) LINDA M. PROCTOR  
Notary Public, State of Florida  
My Comm. Expires 04/22/22  
Commission No. 00209816

Notary Public: [Signature]  
My Commission Expires: 4/22/22

“GRANTEE”

Signed, sealed and delivered in

Our presence as Witnesses:

**ST. JOHNS COUNTY, FLORIDA**  
a political subdivision of the State of  
Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Henry Dean

Its: Chair

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Legally Sufficient:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Deputy County Attorney

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  
 physical presence, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Henry  
Dean, Chair, of the Board of County Commissioners of St. Johns County, Florida,  
who is personally known to me.

(Notary Seal)

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### GRANTOR'S PROPERTY

A part of Section 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of said Section 8, said corner also being the Southwest corner of Section 5 of said Township and Range; thence run North 3°50'30" West, a distance of 320.79 feet; thence run South 75°47'06" East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way; thence run along said right of way line the following described courses: South 27°32'37" East, a distance of 358.14 feet; South 51°06'33" East, a distance of 113.61 feet to the Point of beginning; thence continue along said right of way line South 73°45'44" East, a distance of 326.28 feet; thence run North 16°14'16" East, a distance of 150.00 feet; thence run North 73°45'44" West, a distance of 326.28 feet; thence run South 16°14'16" West, a distance of 150.00 feet to the Point of beginning. The same lands as described in O.R. Book 511, page 598, St. Johns County, Florida.

#### ALSO:

A part of Sections 5 and 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of Section 8, said corner also being the Southwest corner of said Section 5; thence run North 3°50'30" West, a distance of 320.79 feet; thence run South 75°47'06" East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way and the Point of beginning; thence continue South 75°47'06" East, a distance of 858.11 feet to the Northerly line of said Section 8; thence run South 1°27' 06" East, a distance of 341.64 feet to the State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line, said right of way line being a curve to the right having a radius of 5597.58 feet, a chord bearing the North 75°12'31" West and a chord distance of 282.55 feet to the end of said curve; thence run North 16°14'16" East, a distance of 150.00 feet; thence run North 73°45'44" West, a distance of 326.26 feet; thence run South 16°14'16" West, a distance of 150.00 feet to the aforesaid State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line the following described courses: North 51°06'33" West, a distance of

113.61 feet; North 27°32'37" West, a distance of 358.14 feet to the Point of beginning, containing 4.47 acres more or less. The same lands as described in O.R. Book 511, Page 600, St. Johns County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

A parcel of land in Sections 5 and 8, Township 7 South, range 29 East, St. Johns County, Florida, more fully described as follows: Commencing at the Northwest corner of said Section 8; said corner also being the Southwest corner of said Section 5; thence North 3°50'30" West, on the West line of said Section 5, a distance of 320.79 feet; thence South 75°47'06" East 208.22 feet to the East line of State Road No. 16 – Interstate 95 interchange right of way; thence continuing South 75°47'06" East 698.56 feet to the Point of beginning at the Northwest corner of the herein described parcel of land; thence continuing South 75°47'06" East 159.55 feet to the line between said Section 5 and 8; thence South 1°27'06" East 341.64 feet; thence Westerly on the Northerly right of way line for State Road No. 16 – Interstate 95 interchange, on a curve to the right with a radius of 5597.58 feet through a central angle of 2°39'07", an arc distance of 259.08 feet (chord being North 75°19'44" West 259.06 feet); thence North 15°28'59" East 326.97 feet to the Point of beginning. Containing an aggregate area of 4.02 acres more or less. The same lands as described in O.R. Book 629, Page 782, St. Johns County, Florida.

**EXHIBIT "B"**

**UTILITY PROPERTY**

**THE NORTH 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:**

A part of Sections 5 and 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of Section 8, said corner also being the Southwest corner of said Section 5; thence run North  $3^{\circ}50'30''$  West, a distance of 320.79 feet; thence run South  $75^{\circ}47'06''$  East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way and the Point of beginning; thence continue South  $75^{\circ}47'06''$  East, a distance of 858.11 feet to the Northerly line of said Section 8; thence run South  $1^{\circ}27'06''$  East, a distance of 341.64 feet to the State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line, said right of way line being a curve to the right having a radius of 5597.58 feet, a chord bearing the North  $75^{\circ}12'31''$  West and a chord distance of 282.55 feet to the end of said curve; thence run North  $16^{\circ}14'16''$  East, a distance of 150.00 feet; thence run North  $73^{\circ}45'44''$  West, a distance of 326.26 feet; thence run South  $16^{\circ}14'16''$  West, a distance of 150.00 feet to the aforesaid State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line the following described courses: North  $51^{\circ}06'33''$  West, a distance of 113.61 feet; North  $27^{\circ}32'37''$  West, a distance of 358.14 feet to the Point of beginning, containing 4.47 acres more or less. The same lands as described in O.R. Book 511, Page 600, St. Johns County, Florida.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:**

A parcel of land in Sections 5 and 8, Township 7 South, range 29 East, St. Johns County, Florida, more fully described as follows: Commencing at the Northwest corner of said Section 8; said corner also being the Southwest corner of said Section 5; thence North  $3^{\circ}50'30''$  West, on the West line of said Section 5, a distance of 320.79 feet; thence South  $75^{\circ}47'06''$  East 208.22 feet to the East line of State Road No. 16 – Interstate 95 interchange right of way; thence continuing South  $75^{\circ}47'06''$  East 698.56 feet to the Point of beginning at the Northwest corner of the herein described parcel of land; thence continuing South  $75^{\circ}47'06''$  East 159.55 feet to the line between said Section 5 and 8; thence South  $1^{\circ}27'06''$

East 341.64 feet; thence Westerly on the Northerly right of way line for State Road No. 16 – Interstate 95 interchange, on a curve to the right with a radius of 5597.58 feet through a central angle of  $2^{\circ}39'07''$ , an arc distance of 259.08 feet (chord being North  $75^{\circ}19'44''$  West 259.06 feet); thence North  $15^{\circ}28'59''$  East 326.97 feet to the Point of beginning. Containing an aggregate area of 4.02 acres more or less. The same lands as described in O.R. Book 629, Page 782, St. Johns County, Florida.

**EXHIBIT "C"**

**TEMPORARY CONSTRUCTION EASEMENT**

THE SOUTH 5 FEET OF THE NORTH 15 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A part of Sections 5 and 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of Section 8, said corner also being the Southwest corner of said Section 5; thence run North 3°50'30" West, a distance of 320.79 feet; thence run South 75°47'06" East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way and the Point of beginning; thence continue South 75°47'06" East, a distance of 858.11 feet to the Northerly line of said Section 8; thence run South 1°27' 06" East, a distance of 341.64 feet to the State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line, said right of way line being a curve to the right having a radius of 5597.58 feet, a chord bearing the North 75°12'31" West and a chord distance of 282.55 feet to the end of said curve; thence run North 16°14'16" East, a distance of 150.00 feet; thence run North 73°45'44" West, a distance of 326.26 feet; thence run South 16°14'16" West, a distance of 150.00 feet to the aforesaid State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line the following described courses: North 51°06'33" West, a distance of 113.61 feet; North 27°32'37" West, a distance of 358.14 feet to the Point of beginning, containing 4.47 acres more or less. The same lands as described in as per O.R. Book 511, Page 600, St. Johns County, Florida.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:**

A parcel of land in Sections 5 and 8, Township 7 South, range 29 East, St. Johns County, Florida, more fully described as follows: Commencing at the Northwest corner of said Section 8; said corner also being the Southwest corner of said Section 5; thence North 3°50'30" West, on the West line of said Section 5, a distance of 320.79 feet; thence South 75°47'06" East 208.22 feet to the East line of State Road No. 16 – Interstate 95 interchange right of way; thence continuing South 75°47'06" East 698.56 feet to the Point of beginning at the Northwest

corner of the herein described parcel of land; thence continuing South  $75^{\circ}47'06''$  East 159.55 feet to the line between said Section 5 and 8; thence South  $1^{\circ}27'06''$  East 341.64 feet; thence Westerly on the Northerly right of way line for State Road No. 16 – Interstate 95 interchange, on a curve to the right with a radius of 5597.58 feet through a central angle of  $2^{\circ}39'07''$ , an arc distance of 259.08 feet (chord being North  $75^{\circ}19'44''$  West 259.06 feet); thence North  $15^{\circ}28'59''$  East 326.97 feet to the Point of beginning. Containing an aggregate area of 4.02 acres more or less. The same lands as described in O.R. Book 629, Page 782, St. Johns County, Florida.

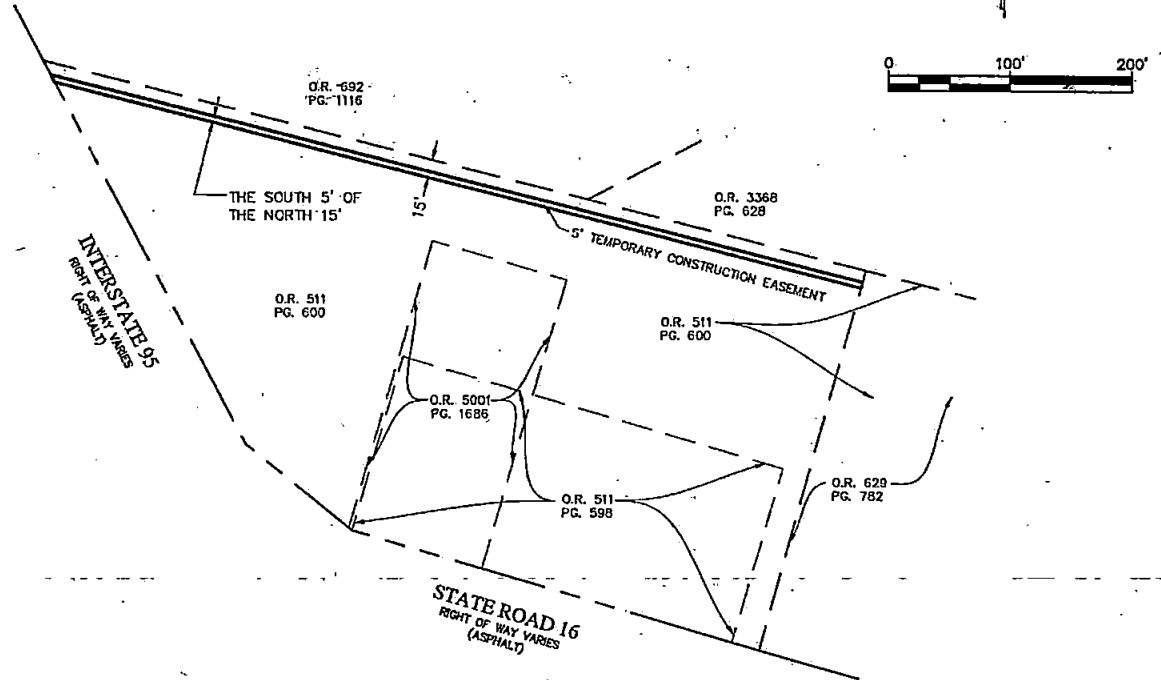
**MAP SHOWING A SKETCH OF DESCRIPTION OF A  
PORTION OF SECTIONS 5 AND 8, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.  
FOR: ST. JOHNS COUNTY UTILITIES DIVISION**

**SURVEYORS NOTES:**

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011.
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2021.

**LEGEND**

- O.R. OFFICIAL RECORDS  
PG. PAGE



**GATE STATION SR 16 AND I 95  
5' TEMPORARY CONSTRUCTION EASEMENT**

**SKETCH OF DESCRIPTION  
DATE OF SKETCH: FEBRUARY 23, 2022**



**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
SURVEYING AND MAPPING DIVISION**

500 SAN SEBASTIAN VIEW  
ST AUGUSTINE, FLORIDA 32084.

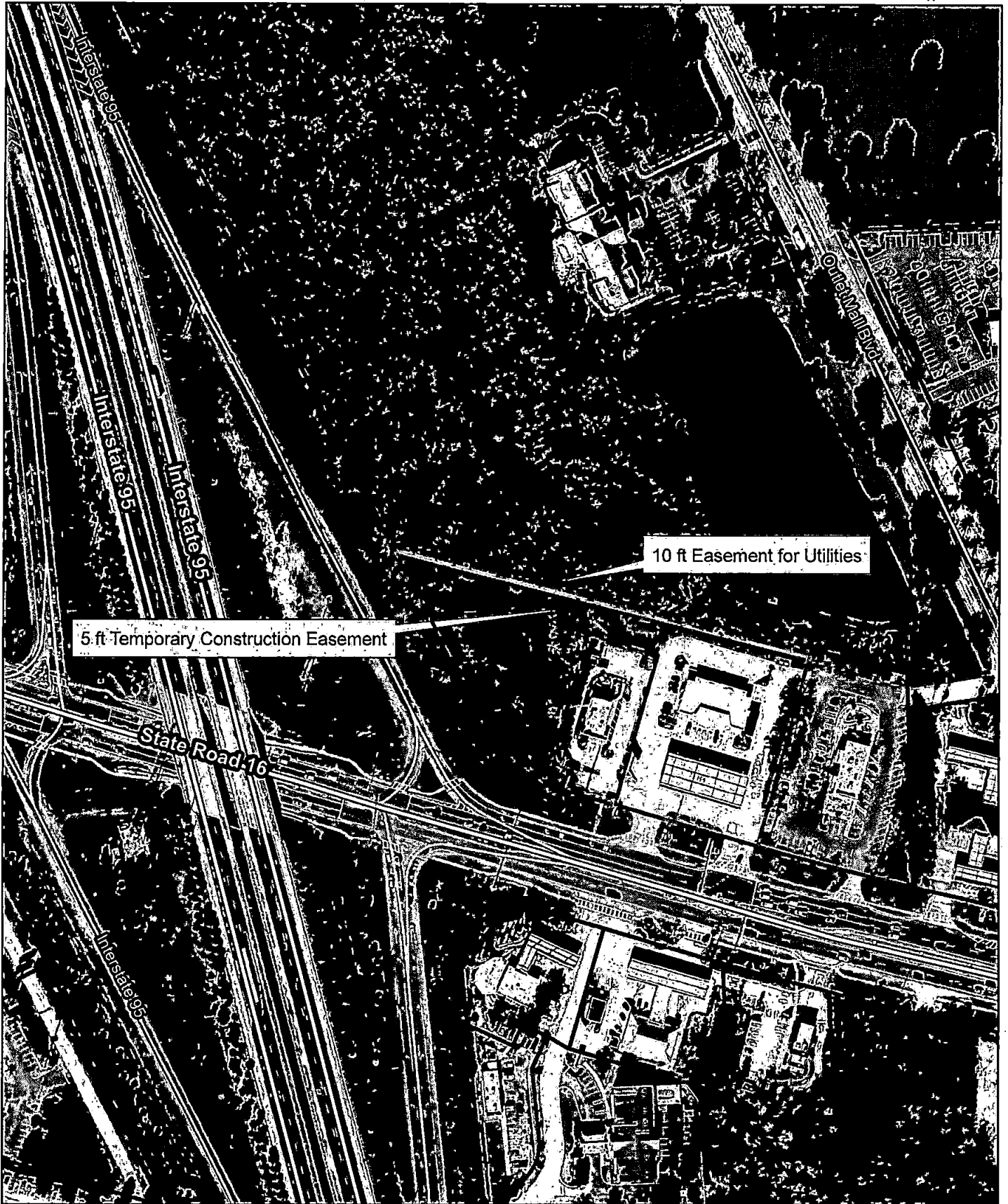
PATRICIA GAIL OLIVER P.S.M. NO. 4564  
Phone (904) 209-0770 Email: goliver@sjcfl.us

DRAWN BY: J.MANNING

FILE NUMBER: S-1223

SHEET NO. 1

OF 1



5 ft Temporary Construction Easement

10 ft Easement for Utilities



2019 Aerial Imagery



March 3, 2022

# Easement for Utilities

## Gate Petroleum Company

Land Mgmt. Systems  
Real Estate Division  
209-0764

**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 herein.

