

RESOLUTION NO. 2025- 137

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND WARRANTY ASSOCIATED WITH THE WATER METERS TO SERVE HODGES MAZDA AT ST. JOHNS MARKETPLACE LOCATED OFF INTERSTATE 95.

RECITALS

WHEREAS, 356 Real Estate Investments, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water meters to serve Hodges Mazda at St. Johns Marketplace, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, A Team Site Works, Inc., a Florida profit corporation, has executed and presented to the County a Warranty for work performed at Hodges Mazda at St. Johns Marketplace, 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 is hereby accepted by the Board of County Commissioners.

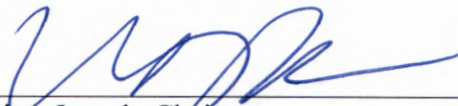
Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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.

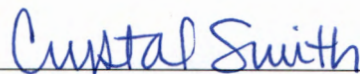
PASSED AND ADOPTED this 6th day of may, 2025.

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

Rendition Date MAY 07 2025

By: 
Krista Joseph, Chair

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


Deputy Clerk

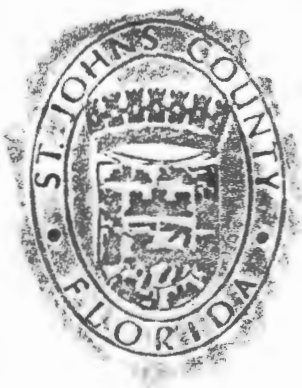


Exhibit "A" to the Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 23rd day of September, 2024 by 356 Real Estate Investments, LLC, with an address of 701 Riverside Park Place, Suite 102, Jacksonville, FL 32204, 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

By: [Signature]
Its: Chairman

Kristen Suggs
Print Name

12735 Green Bay Pkwy #130-B

Jacksonville, FL 32258
Witness Address REQUIRED BUSINESS OR PERSONAL

[Signature]
Witness

Jordan King
Print Name

12735 Green Bay Parkway
Jacksonville, FL 32258 #130-B

Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of September, 2024, by David C. Hodges, Jr as Chairman for Hodges Management Group.

[Signature]
Notary Public
My Commission Expires: 11/7/2026



Personally Known or Produced Identification
Type of Identification Produced

Florida Driver License

EXHIBIT "A"
EASEMENT AREA

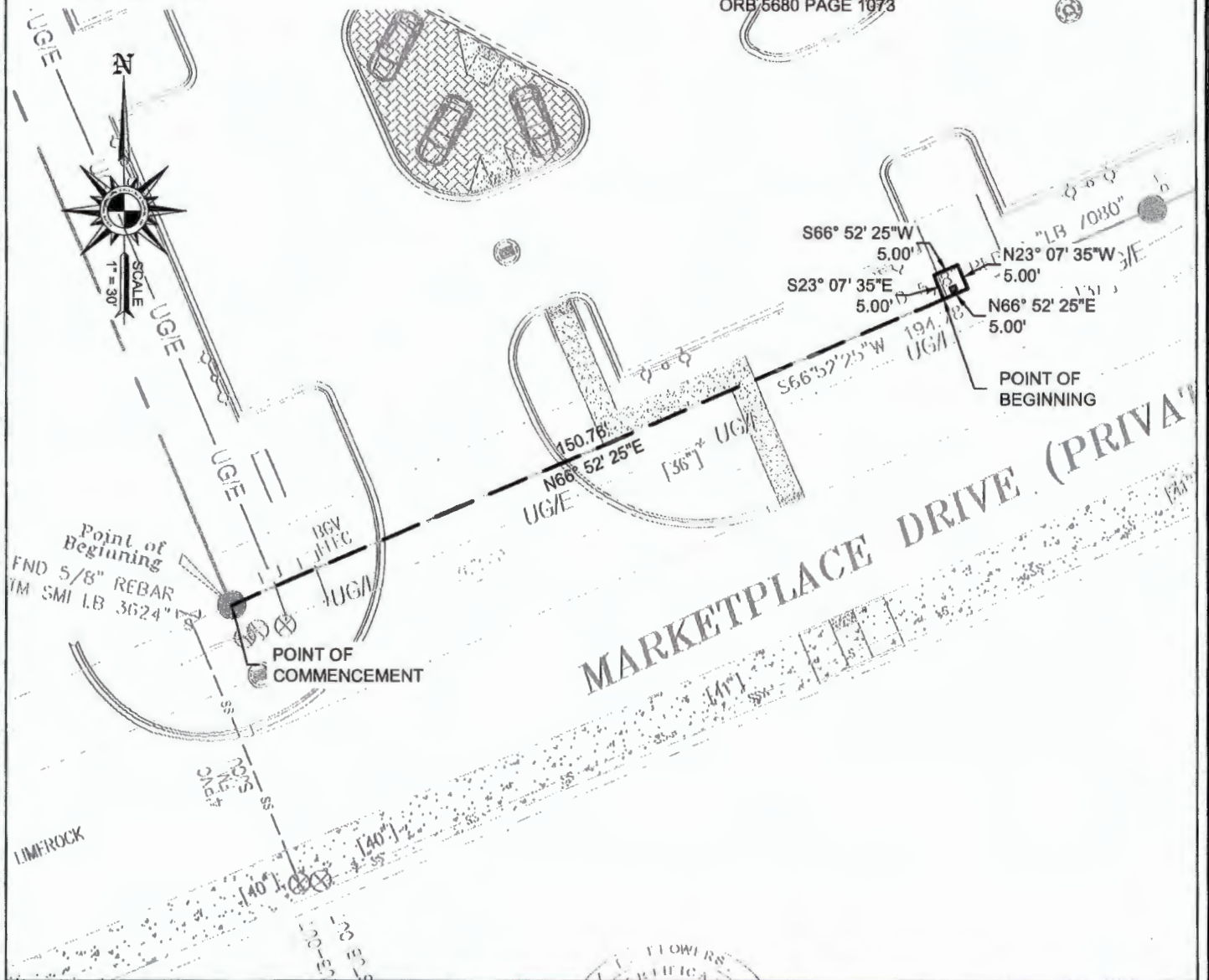
MAP SHOWING SURVEY SKETCH

2 OF 2 FOR LEGAL DESCRIPTION

LEGEND

- CB - DENOTES CHORD BEARING
- CD - DENOTES CHORD DISTANCE
- Δ - DENOTES DELTA ANGLE
- ID# - DENOTES IDENTIFICATION NUMBER
- L - DENOTES ARC LENGTH
- NO. - DENOTES NUMBER
- ORB - DENOTES OFFICIAL RECORDS BOOK
- R - DENOTES RADIUS

356 REAL ESTATE INVESTMENTS, LLC
 PARCEL ID# 1363100020
 ORB 5680 PAGE 1073



Cody's

Professional
Surveying &
Mapping, Inc.

(904) 696-8840 Phone
 (904) 696-8841 Fax
 P.O. Box 7540
 Jacksonville, Florida, 32238



[Signature]
 ROY T. FLOWERS, JR.
 FL REGISTRATION NO. 6271

DATE OF SIGNATURE: SEPTEMBER 23, 2024

FLORIDA L.B. # 7347

PARTY CHIEF: TT
FIELD BOOK & PAGE: N/A
CAD TECH: JKK
DATE OF SURVEY: 9/20/2024
PROJECT NUMBER: 11624
SHEET 1 OF 2
DRAWING NO.: 11624 ELEC EASE.DWG

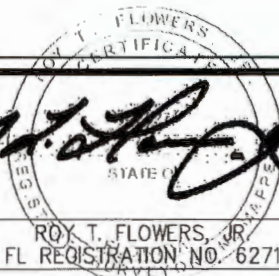
MAP SHOWING SURVEY SKETCH

AN UTILITY EASEMENT OVER AND THROUGH A PORTION OF PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 5680, PAGE 1073 OF THE PUBLIC RECORDS OF ST. JOHNS, COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5680, PAGE 1073 OF THE PUBLIC RECORDS OF ST. JOHNS, COUNTY FLORIDA TRAVEL ALONG THE NORTHWESTERLY RIGHT OF WAY OF MARKETPLACE DRIVE (A 60' RIGHT OF WAY AS CURRENTLY ESTABLISHED) NORTH 66°52'25" EAST, 150.76 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID RIGHT OF WAY OF MARKETPLACE DRIVE AND TRAVEL NORTH 66°52'25" EAST, 5.00 FEET TO A POINT; THENCE DEPART SAID RIGHT OF WAY OF MARKETPLACE DRIVE AND TRAVEL NORTH 23°07'35" WEST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE TRAVEL SOUTH 66°52'25" WEST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE TRAVEL SOUTH 23°07'35" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 25 SQUARE FEET +/-




 <p>Cody's Professional Surveying & Mapping, Inc.</p> <p>(904) 696-8840 Phone (904) 696-8841 Fax P.O. Box 7540 Jacksonville, Florida, 32238</p>	<p>ROY T. FLOWERS, JR. FL REGISTRATION NO. 6271</p>	
	<p>DATE OF SIGNATURE: SEPTEMBER 23, 2024</p>	<p>PARTY CHIEF: TT</p>
	<p>FLORIDA L.B. # 7347</p>	<p>FIELD BOOK & PAGE: N/A</p>
		<p>CAD TECH: JKK</p>
		<p>DATE OF SURVEY: 9/20/2024</p>
		<p>PROJECT NUMBER: 11624</p>
		<p>SHEET 2 OF 2</p>
		<p>DRAWING NO.: 11624 ELEC EASE.DWG</p>

Exhibit "B" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT
3E - CLOSEOUT - WARRANTY

Date: 12/10/2024
Project Title: Hodges Mazda at St. Johns Marketplace
FROM: A Team Site Works, Inc.
Contractor's Name
Address: 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:

John L. Rodgers
Print Contractor's Name

John L. Rodgers
Contractor's Signature

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of X physical presence or _____ on-line notarization, this 13th day of March, 20 25, by John L. Rodgers as President for A Team Site Works, Inc

John A. Hogan
Notary Public
My Commission Expires: 10-2-28

Personally Known or Produced Identification
Type of Identification Produced

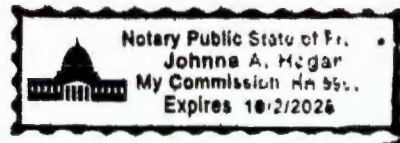
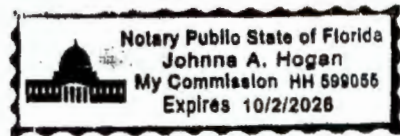


Exhibit "C" to the Resolution



**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: February 18, 2025
SUBJECT: Hodges Mazda at St. Johns Marketplace (ASBULT 2024000165)

St. Johns County Utility Department has reviewed and approved the Easement, and Warranty. Please present the documents to the Board of County Commissioners (BCC) for final approval and acceptance of Hodges Mazda at St. Johns Marketplace.

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.



Subject Area

Interstate 95
Interstate 95

Marketplace Dr

Marketplace Dr

Narvarez Ave



2024 Aerial Imagery

Date: 3/21/2025

Hodges Mazda at
St. Johns Marketplace

Easement and Warranty



Land Management
Systems

(904) 209-0798

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.