

RESOLUTION NO. 2019- 287

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES, BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE SILVER TREASURES NORTH ASSISTED LIVING LOCATED OFF US HIGHWAY 1 NORTH.

RECITALS

WHEREAS, Jim-Jen Oakleaf, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A" incorporated by reference and made a part hereof, associated with the water system to serve Silver Treasures North Assisted Living located off US Highway 1 North; and

WHEREAS, Jim-Jen Oakleaf, LLC, a Florida limited liability company, has executed and presented to the County a Bill of Sale and Schedule of Values, attached hereto as Exhibit "B" incorporated by reference and made a part hereof, conveying all personal property associated with the water system to serve Silver Treasures North Assisted Living located off US Highway 1 North; and

WHEREAS, Davie Underground, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Silver Treasures North Assisted Living located off US Highway 1 North, attached hereto as Exhibits "C" and "D", 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 "E," 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, Bill of Sale and Schedule of Values, Final Release of Lien, 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 Court is instructed to record the original Final Release of Lien and file the Easement for Utilities, Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 18th day of September, 2019.

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

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

Pam Halterman
Deputy Clerk

RENDITION DATE 9/17/19



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 31st day of January, 2019 by **JIM-JEN OAKLEAF LLC**, with an address of 441 Tortoise Trace Jacksonville, FL 32259, 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 service and meter and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** 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 mains and other elements of the water distribution system up to and including the 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.

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:

Shara Mondy
Witness

By: [Signature]
Its: MANAGER 199 ENTER

Shara Mondy
Print Name

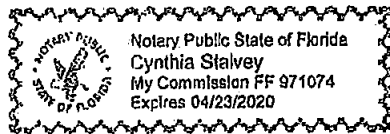
[Signature]
Witness

SHERMAN WESLEYLAND
Print Name

State of Florida
County of Duval

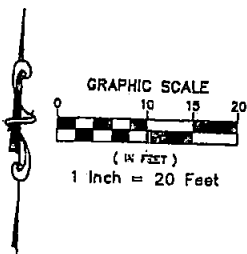
The foregoing instrument was acknowledged before me this 31st day of JAN, 2019, by Jim Fischer who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



THIS IS NOT A SURVEY

SKETCH AND LEGAL DESCRIPTION



POINT OF BEGINNING

DA VINCI BOULEVARD
(40 FEET RIGHT-OF-WAY
FIFTH STREET PLATED)

N49°13'47"E 82.51'
SOUTHEASTERLY R/W LINE

O.R.B. 4400, PG. 627

POINT OF COMMENCEMENT
NORTHWESTERLY CORNER OF
O.R.B. 4400, PG. 627 & ALSO
THE INTERSECTION BETWEEN
THE NORTHEASTERLY
RIGHT-OF-WAY LINE OF
HIGHWAY U.S. 1 NORTH AND
THE SOUTHEASTERLY
RIGHT-OF-WAY LINE OF
DA VINCI BOULEVARD

NORTHEASTERLY R/W LINE

(150 FEET RIGHT-OF-WAY)
HIGHWAY U.S. 1 NORTH

Line Table		
Line #	Length	Bearing
L1	10.00'	N49°13'47"E
L2	9.00'	S40°46'13"E
L3	10.00'	S49°13'47"W
L4	9.00'	N40°46'13"W

DESCRIPTION: SJCUD Easement

A parcel of land lying in Section 13, Township 5 South, Range 28 East, St. Johns County, Florida, said parcel being more particularly described as follows:

Commence at the northwesterly corner of a parcel of land as described in Official Records Book 4400 pages 627 and 628 and also the intersection between the northeasterly right-of-way line of Highway U.S. 1 North (a 150 feet right-of-way as it is now established) and the southeasterly right-of-way line of Da Vinci Boulevard (a 40 feet right-of-way as it is now established); thence N49°13'47"E, along said southeasterly right-of-way line, 82.51 feet to the POINT OF BEGINNING of the parcel described herein.

Thence continue N49°13'47"E along said southeasterly right-of-way line, 10.00 feet; thence departing said southeasterly right-of-way line, S40°46'13"E, 9.00 feet; thence S49°13'47"W, 10.00 feet; thence N40°46'13"W, 9.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 90 square feet.

Said lands situated, lying and being in St. Johns County, Florida.

LEGEND:

- # -- DENOTES NUMBER
- NO. -- DENOTES NUMBER
- N -- DENOTES NORTH
- S -- DENOTES SOUTH
- E -- DENOTES EAST
- W -- DENOTES WEST
- LS -- DENOTES LICENSED BUSINESS
- LS -- DENOTES LICENSED SURVEYOR
- RLS -- DENOTES REGISTERED LAND SURVEYOR
- P.S.M. -- DENOTES PROFESSIONAL SURVEYOR AND MAPPER
- P.L.S. -- DENOTES PROFESSIONAL LAND SURVEYOR
- LLC -- DENOTES LIMITED LIABILITY COMPANY
- INC. -- DENOTES INCORPORATED
- CORP. -- DENOTES CORPORATION
- ORB -- DENOTES OFFICIAL RECORDS BOOK
- PG -- DENOTES PAGE
- WB -- DENOTES MAP BOOK
- FLA -- DENOTES FLORIDA
- R/W -- DENOTES RIGHT-OF-WAY
- CCUA -- DENOTES CLAY COUNTY UTILITY AUTHORITY



BILL OF SALE
UTILITY IMPROVEMENTS
for

SILVER TREASURES NORTH

Jim-Jen Oakleaf LLC, 141 Tortoise Trace, Jacksonville, FL 32259, (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR SILVER TREASURES NORTH"

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 28 of Feb. 2019

WITNESS:

[Signature]
Witness Signature

Sherman Westmoreland
Print Witness Name

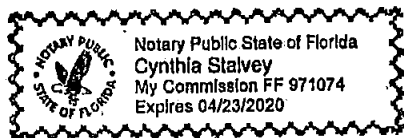
OWNER:

[Signature]
Owner's Signature

JIM FISCHER
Print Owner's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 28th day of Feb., 2019, by Jim Fischer who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: SILVER TREASURES NORTH
 Contractor: DAYIE UNDERGROUND
 Developer: WESTMORELAND CONSTRUCTION/JIM-JEN OAKLEAF LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" 1-1/2" DR 10	LF	14	\$ 7.50 -	\$ 105.00 -
2" Poly	LF	8	\$ 4.25 -	\$ 34.00 -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6" TAP VALVE	Ea	1	\$ 700.00	\$ 700.00 -
6" GATE VALVE	Ea	1	\$ 6.75	\$ 6.75 -
2" GATE VALVE	Ea	1	\$ 250.00	\$ 250.00 -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
NONE			\$ -	\$ -
			\$ -	\$ -
Services (Size and Type)				
2" Poly	Ea	1	\$ 34.25 -	\$ 34.25 -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 1790.25 -



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum of \$ 10.00 and no/100 cents, hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 2-25-19 to Westmoreland Construction Group and/or Jim-Jen Oakleaf, LLC. to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR SILVER TREASURES NORTH”

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 27 of Feb., 2019

WITNESS:

OWNER:

[Signature]
Witness Signature

[Signature]
Lienor's Signature

Sherman Westmoreland
Print Witness Name

DAVID R BRUNO
Print Lienor's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 27th day of Feb., 2019, by David Bruno who is ~~personally known~~ to me or has produced _____ as identification.

[Signature]
Notary Public

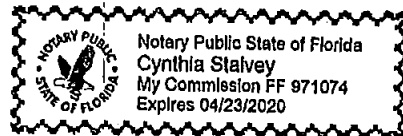


Exhibit "A" to Final Release of Lien



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: SILVER TREASURES NORTH
 Contractor: DAVIE UNDERGROUND
 Developer: WESTMORELAND CONSTRUCTION/JIM-JEN OAKLEAF LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" PVC DR 10	LF	14	\$ 7.50 -	\$ 105.00 -
2" Poly	LF	2	\$ 4.25 -	\$ 8.50 -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6" TOP VALVE	Ea	1	\$ 700.00	\$ 700.00
6" GATE VALVE	Ea	1	\$ 675.00	\$ 675.00
2" GATE VALVE	Ea	1	\$ 250.00	\$ 250.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
NONE			\$ -	\$ -
			\$ -	\$ -
Services (Size and Type)				
2" Poly	Ea	1	\$ 34.25	\$ 34.25
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 1798.25



**WARRANTY
UTILITY IMPROVEMENTS**

Date: 2-25-19

Project Title: Silver Treasures North
St. Johns County, Florida

FROM: Davie Underground
10128 Iowa Avenue
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:

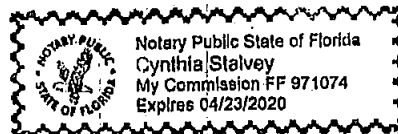
David R Bruno
Contractor's Signature

DAVID R BRUNO
Print Contractor's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 27th day of Feb., 2019, by David Bruno who is personally known to me or has produced _____ as identification.

Cynthia Stalvey
Notary Public





St. Johns County Board of County Commissioners

Utility Department

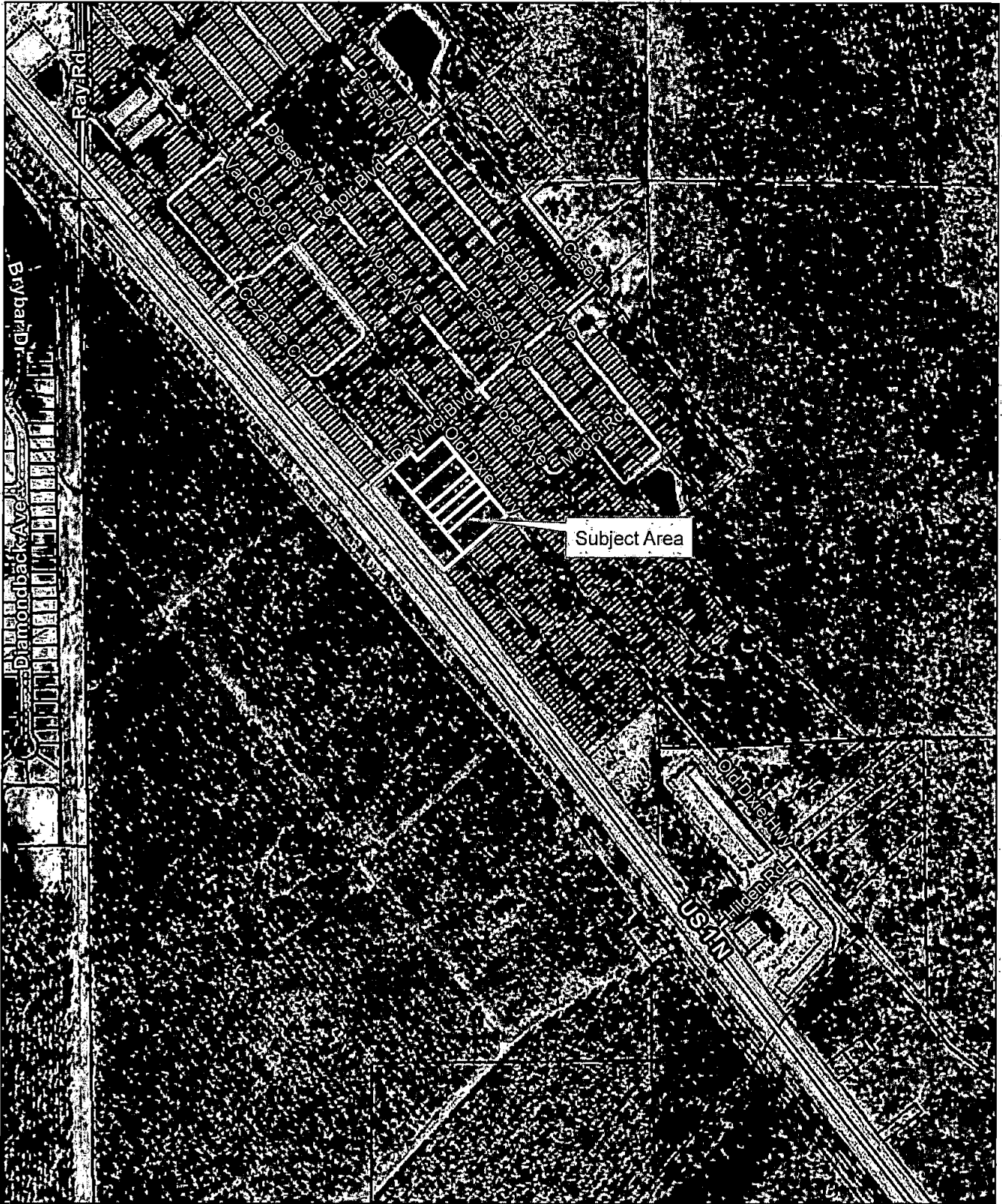
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Silver Treasure North Assisted Living
DATE: May 7, 2019

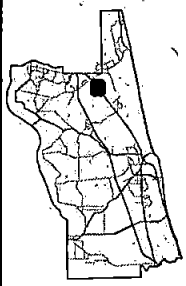
Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Silver Treasure North Assisted Living.

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



2016 Aerial Imagery

0 145 290 580
Feet

Date: 8/5/2019

*Easement, Bill of Sale,
Schedule of Values,
Final Release of Lien,
and Warranty*

**Silver Treasure North
Assisted Living**

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 herein.

