

RESOLUTION NO. 2019- 288

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE MARKETS OF ST. AUGUSTINE SHORES PHASE 2 LOCATED OFF US 1 SOUTH.

RECITALS

WHEREAS, Smith & Young Co, has executed and presented to the County an Easement for Utilities associated with the water system to serve Markets of St. Augustine Shores Phase 2 located off US 1 South, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Smith & Young Co, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water system to serve Markets of St. Augustine Shores Phase 2 located off US 1 South, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Coastal Utility Constructors of Jacksonville, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Markets of St. Augustine Shores Phase 2, 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 and 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 Circuit Court is instructed to record the original Easement for Utilities and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 10th day of September, 2019.

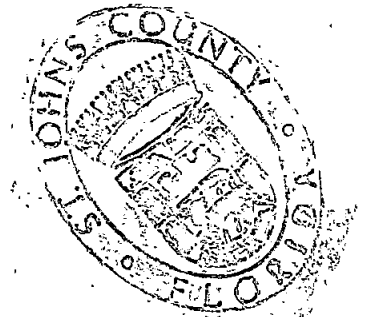
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

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

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 9/17/19

Pam Halterman
Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 26th day of December, 2018
by Smith & Young Co, with an address of
3517-B US Hwy 17, Fleming Island, FL 32003, 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:

Barbara S Sage
Witness Signature

Barbara S Sage
Print Name

Rebecca G. Kozluk
Witness Signature

Rebecca G. Kozluk
Print Name

State of FLORIDA
County of CLAY

The foregoing instrument was acknowledged before me this 20th day of December, 2018, by BRENAAD E. SMITH who is personally known to me or has produced N/A as identification.

By: [Signature]
Print Name: BRENAAD E. SMITH
Its: President

[Signature]
Notary Public

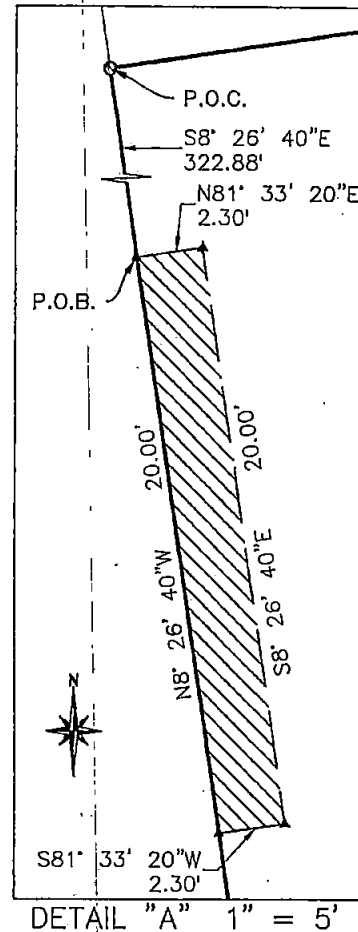
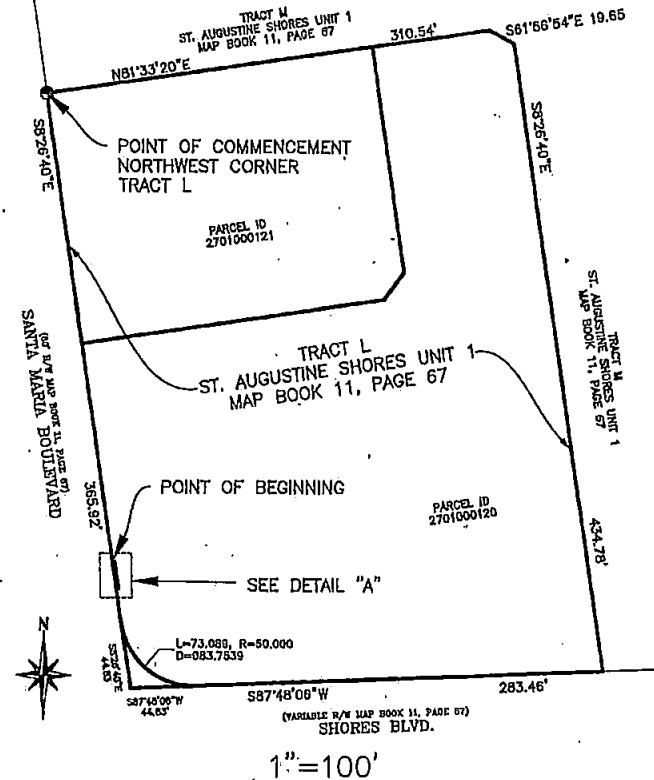
SKETCH SHOWING PROPOSED UTILITY EASEMENT LOCATED IN SECTION 48, TOWNSHIP 8 SOUTH, RANGE 30 EAST OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

EXHIBIT "A"

A parcel of land lying in Section 48, Township 8 South, Range 30 East, County of St. Johns and State of Florida and being particularly described as follows:

Commencing at a 5/8 Inch Iron rod and cap on the Eastern Right-of-Way of Santa Maria Boulevard stamped LB 6991, being the same iron rod at the Northwest corner of Tract "L" as shown in Map Book 11, Pages 61 through 71 Inclusive, of the public records of St. Johns County, Florida; thence S 8° 26' 40" E along said Right-of-Way for a distance of 322.88 feet to the Point of Beginning; thence leaving said Right-of-Way N 81° 33' 20" E for a distance of 2.30 feet; thence S 8° 26' 40" E for a distance of 20.00 feet; thence S 81° 33' 20" W for a distance of 2.30 feet back to the Eastern Right-of-Way of Santa Maria Boulevard; thence N 8° 26' 40" W along said Right-of-Way for a distance of 20.00 feet to the Point of Beginning.

Said parcel contains 46 square feet.



SURVEYORS REPORT:

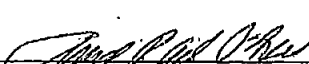
1. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
2. MEASUREMENT METHODS USED FOR THIS SURVEY MEET STANDARDS OF PRACTICE FOR LAND SURVEYING AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5 J-17.050-.052 REQUIREMENTS.
3. FEATURES SHOWN BY SYMBOL ARE NOT TO SCALE.
4. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
5. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF.
6. THIS SURVEY IS FOR THE PURPOSE STATED ABOVE ONLY.

NOTICE OF LIABILITY:

THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

DATE OF SURVEY:	DECEMBER 1, 2018
JOB NUMBER:	18-01
DRAWING SCALE:	1"=10'
CERTIFIED TO:	

Not valid without the signature and seal of a
State of Florida Professional Surveyor and Mapper


ANTHONY PAUL O'NEIL
FLORIDA REGISTERED PSM NO. 5684

MRE of JAX
ENTERPRISES, LLC.
4521 ST. AUGUSTINE ROAD, SUITE 8
JACKSONVILLE, FLORIDA 32207
LB 8276



BILL OF SALE
UTILITY IMPROVEMENTS
for
SHORES RETAIL PHASE 2

Smith & Young Co, 3517-B US Hwy 17, Fleming Island, Florida 32003, (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 Markets of St Augustine Shores PH2 MODCP18-69 Water Pipe, Valves and service appurtenances

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 22nd of May, 2019.

WITNESS:
Barbara S Sage
Witness Signature
Barbara S Sage
Print Witness Name

OWNER:
[Signature]
Owner's Signature
Bernard E. Smith
Print Owner's Name

State of Florida
County of Clay

The foregoing instrument was acknowledged before me this 22 day of May, 2019, by Bernard E. Smith who is personally known to me or has produced N/A as identification.

Rebecca G Koziuk
Notary Public

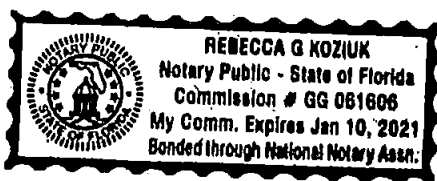




Exhibit "A" to Bill of Sale
St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Markets of St Augustine Shores PH2 MODCP18-60
Contractor:	Coastal Utility Constructors of Jacksonville, Inc
Developer:	Smith & Young Company

UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)			
4in Ductille iron	LF	\$ 50.00	\$ 1,000.00
4in dr 18 pvc	LF	\$ 35.00	\$ 175.00
	LF	\$ -	\$ -
	LF	\$ -	\$ -
	LF	\$ -	\$ -
Water Valves (Size and Type)			
4in Gate valves	Ea	\$ 550.00	\$ 1,100.00
	Ea	\$ -	\$ -
	Ea	\$ -	\$ -
	Ea	\$ -	\$ -
	Ea	\$ -	\$ -
Hydrants Assembly (Size and Type)			
	Ea	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Services (Size and Type)			
1in poly	Ea	\$ 750.00	\$ 8,250.00
	Ea	\$ -	\$ -
	Ea	\$ -	\$ -
		\$ -	\$ -
Total Water System Cost			\$ 10,525.00



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$10,525.00 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through March 31, 2019 to Smith & Young Company. to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR Markets of St Augustine Shores Ph2 MODCP18-68” Water Pipe, Valves and service appurtenances

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 22 of May, 2019

WITNESS:

Elaine Salts
Witness Signature

Elaine Salts
Print Witness Name

OWNER:

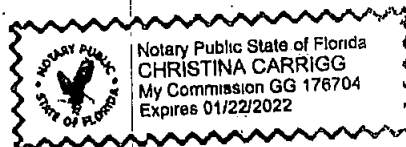
Joe Maguire, VP
Lienor's Signature

Joe Maguire VP
Print Lienor's Name
Coastal Utility Constructors of Jacksonville Inc

State of FL
County of Duval

The foregoing instrument was acknowledged before me this 22nd day of May, 2019, by Joe Maguire 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:

Markets of St Augustine Shores PH2 MODCP18-60

Contractor:

Coastal Utility Constructors of Jacksonville, Inc

Developer:

Smith & Young Company

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
4in Ductilie Iron	LF	20	\$ 50.00	\$ 1,000.00
4in dr 18 pvc	LF	5	\$ 35.00	\$ 175.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
4in Gate valves	Ea	2	\$ 550.00	\$ 1,100.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1in poly	Ea	11	\$ 750.00	\$ 8,250.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 10,525.00



WARRANTY
UTILITY IMPROVEMENTS

Date: May 22, 2019

Project Title: Markets of St. Augustine
Shores Ph2- MODCP18-68
St. Johns County, Florida

FROM: Coastal Utility Constructors of Jacksonville, Inc
821 Mamie Rd
Jacksonville, FL 32205

TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

Contractor:

Joe Maguire, VP.

Contractor's Signature

Joe Maguire

Print Contractor's Name



State of FL
County of Duval

The foregoing instrument was acknowledged before me this 22nd day of May, 2019, by Joe Maguire who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



Exhibit "E" to Resolution

St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Shores Retail Phase 2
DATE: July 25, 2018

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 Shores Retail Phase 2.

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.



2016 Aerial Imagery
 0 160 320 640
 Feet
 Date: 8/6/2019

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

Markets of St. Augustine Shores Phase 2

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.

