

RESOLUTION NO. 2019- 431

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES, AND BILL OF SALE ASSOCIATED WITH THE WATER SYSTEM TO SERVE JULINGTON CREEK PEST CONTROL LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, Julington Creek Pest Control, Inc., a Florida corporation, has executed and presented to the County an Easement for Utilities associated with the water system to serve Julington Creek Pest Control located off International Golf Parkway, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Julington Creek Pest Control, Inc., a Florida corporation 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 Julington Creek Pest Control, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Julington Creek Pest Control, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Julington Creek Pest Control, 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.

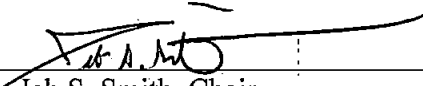
Section 3. To the extent that there are typographical, scrivener's or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this

Resolution may be revised without subsequent approval by the Board of County Commissioners.


Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

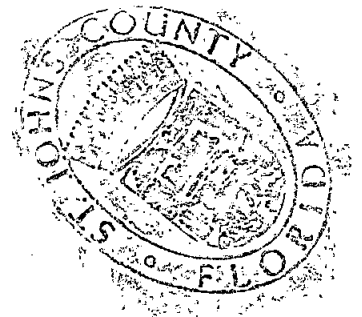
PASSED AND ADOPTED this 3 day of December, 2019.

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

By: 
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk **RENDITION DATE** 12/5/19


Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 14th day of August, 2019 by Julington Creek Pest Control, Inc. with an address of 260 Center Place Way, St Augustine, 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:

Ripal
Witness Signature

Ripal R. Patel
Print Name

[Signature]
Witness Signature

Michael Lilly
Print Name

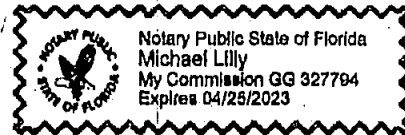
By: Marsha Montgomery
Print Name: Marsha Montgomery

Its: Owner/V.P

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 14th day of August, 2018 by Marsha Montgomery who is personally known to me or has produced FL DL as identification.

[Signature]
Notary Public



MAP SHOWING SKETCH OF DESCRIPTION

DESCRIPTION: WATER METER EASEMENT

Said parcel lying in Section 38 of Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida.

Commencing at the Northwest corner of a Parcel of land as described and recorded in Official Records Book 4497, page 746 of the Public Records of St. Johns County, Florida and said point also lying on the Southerly 60 foot right of way line of Center Place Way, as now in use; thence N81°19'58"E, along said Southerly right of way line, a distance of 13.00 feet to the POINT OF BEGINNING of a 5 foot by 5 foot Water Meter Easement being more particularly as described as follows: Thence continue N81°19'58"E, a distance of 5.00 feet; thence S08°40'02"E, departing said right of way line, a distance of 5.00 feet; thence S81°19'58"W, a distance of 5.00 feet; thence N08°40'02"W, a distance of 5.00 feet to the POINT OF BEGINNING.


Said Lands Containing 25.00 square feet, more or less.

LEGEND:

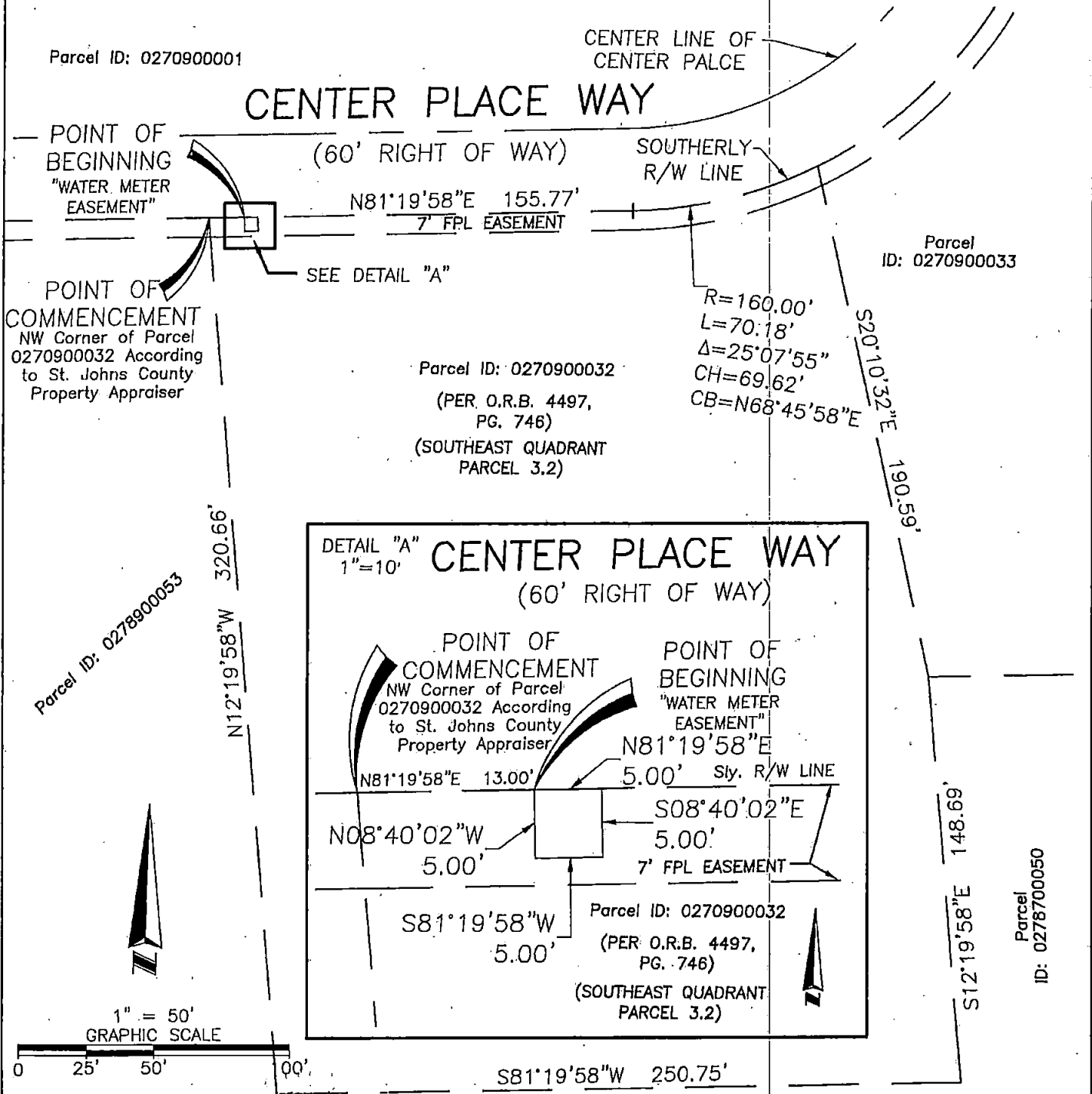
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- NW = NORTHWEST
- Sly = SOUTHERLY
- R/W = RIGHT OF WAY
- FPL = FLORIDA POWER LIGHT
- PARCEL ID = ST. JOHNS COUNTY, FLORIDA PROPERTY APPRISER

SURVEYOR'S REPORT:

1. This is not a Boundary Survey.
2. Bearings shown hereon are based on Southerly right of way line of Center Place Way as N81°19'58E.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.
4. This is a multi-sheet drawing and is not valid without all sheets.

<u>REVISION DATE</u>	<u>REVISION</u>	<u>BY</u>	SKETCH OF DESCRIPTION			<u>Certified to:</u>
			Project: 260 CENTER PLACE WAY ST. AUGUSTINE, FL 32085			ST. JOHNS COUNTY UTILITY DEPARTMENT
			Survey Date: 07/17/2019	Drawn By: ENE	Scale: 1" = 50'	
<u>DRAWING NUMBER</u>		SEE SHEET 2 FOR SIGNATURE AND SEAL			SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8641 Baypine Road, Suite 6 Jacksonville, Florida 32258 (904) 737-5990 Fax (904) 737-5995 e-mail: info@ssmc.us Certificate Number LB 2108	
J63188002C						
<u>SHEET NUMBER</u>						
1 OF 2						

MAP SHOWING SKETCH OF DESCRIPTION



REVISION DATE	REVISION	BY	SKETCH OF DESCRIPTION	Certified to:
			Project: 280 CENTER PLACE WAY ST. AUGUSTINE, FL 32095	ST. JOHNS COUNTY UTILITY DEPARTMENT
			Survey Date: 07/17/2012	
			Drawn By: ENE Scale: 1" = 50'	

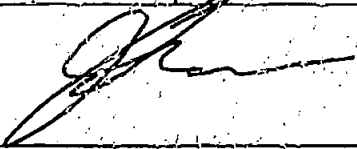

DRAWING NUMBER J63188002C	SHEET NUMBER 2 OF 2	 JOSEPH ROORE Registered Land Surveyor and Mapper Number 5188	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8641 Baypine Road, Suite 5 Jacksonville, Florida 32256 (904) 737-5990 Fax (904) 737-5995 e-mail: info@ssmc.us Certificate Number LB 2108	

Exhibit "B" to Resolution



BILL OF SALE
UTILITY IMPROVEMENTS
for

Julington Creek Pest Control

Julington Creek Pest Control, Inc. (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 Julington Creek Pest Control

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 19 of July, 2019.

WITNESS:

James L. Stovall
Witness Signature

James L Stovall
Print Witness Name

OWNER:

Marsha Montgomery
Owner's Signature

Marsha Montgomery
Print Owner's Name

State of FLORIDA
County of ST. JOHNS

The foregoing instrument was acknowledged before me this 19 day of July, 2019, by Marsha E. Montgomery who is personally known to me or has produced FLDL M 532-545-67-929-0 as identification.



Dustin Vaughn
Notary Public



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

Project Name: Julington Creek Pest Control
Contractor: Pipeworks
Developer: Ticon Comercial Inc

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
4" DR 18	LF	20	\$ 67.17	\$ 1,343.40
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
2" Corp Stop	Ea	1	\$ 396.23	\$ 396.23
2" Curb Stop	Ea	1	\$ 462.26	\$ 462.26
4" Tapping Valve	Ea	1	\$ 943.40	\$ 943.40
4" Check Valve	Ea	1	\$ 320.75	\$ 320.75
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
2" Blue Poly SDR-9	Ea	60	\$ 2.75	\$ 165.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 3,631.04

Exhibit "C" to Resolution

FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS



The undersigned lienor, in consideration of the sum Three Thousand Six Hundred Thirty-One Dollars and Four Cents (3,631.04) hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 07/28/2019 to Julington Creek Pest Control, to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR Julington Creek Pest Control

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 30th of July, 2019.

WITNESS:

Brooke Hughes
Witness Signature

Brooke Hughes
Print Witness Name

OWNER:

Marsha Montgomery
Lienor's Signature

Marsha Montgomery
Print Lienor's Name

State of FL
County of St. John's

The foregoing instrument was acknowledged before me this 30th day of July, 2019, by Marsha Montgomery who is personally known to me or has produced FL DL as identification.

[Signature]
Notary Public

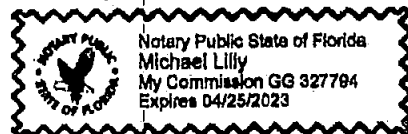




Exhibit "A" to Final Release of Lien
St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Julington Creek Pest Control
Contractor:	Pipeworks
Developer:	Ticon Comercial Inc

UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)			
4" DR 18	20	\$ 67.17	\$ 1,343.40
	LF	\$ -	\$ -
	LF	\$ -	\$ -
	LF	\$ -	\$ -
	LF	\$ -	\$ -
Water Valves (Size and Type)			
2" Corp Stop	1	\$ 396.23	\$ 396.23
2" Curb Stop	1	\$ 462.26	\$ 462.26
4" Tapping Valve	1	\$ 943.40	\$ 943.40
4" Check Valve	1	\$ 320.75	\$ 320.75
	Ea	\$ -	\$ -
Hydrants Assembly (Size and Type)			
	Ea	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Sevices (Size and Type)			
2" Blue Poly SDR-9	60	\$ 2.75	\$ 165.00
	Ea	\$ -	\$ -
	Ea	\$ -	\$ -
		\$ -	\$ -
Total Water System Cost			\$ 3,631.04

Exhibit "D" to Resolution



**WARRANTY
UTILITY IMPROVEMENTS**

Date:

Project Title: Julington Creek Pest Control
St. Johns County, Florida

FROM: TICON Commercial, Inc.
4651 Salisbury Rd. Suite 467
Jacksonville FL 32256

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:

EDD M. LANGDON JR.

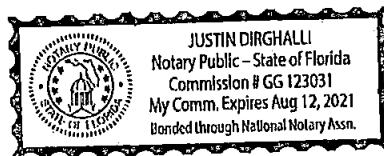
Contractor's Signature

EDD M. LANGDON JR.

Print Contractor's Name

State of FL
County of Duval

The foregoing instrument was acknowledged before me this 29 day of July, 2019, by Ed M. Langdon who is personally known to me or has produced Florida Driver license as identification.



Justin Dirghalli
Notary Public

Exhibit "E" to Resolution



St. Johns County Board of County Commissioners

Utility Department

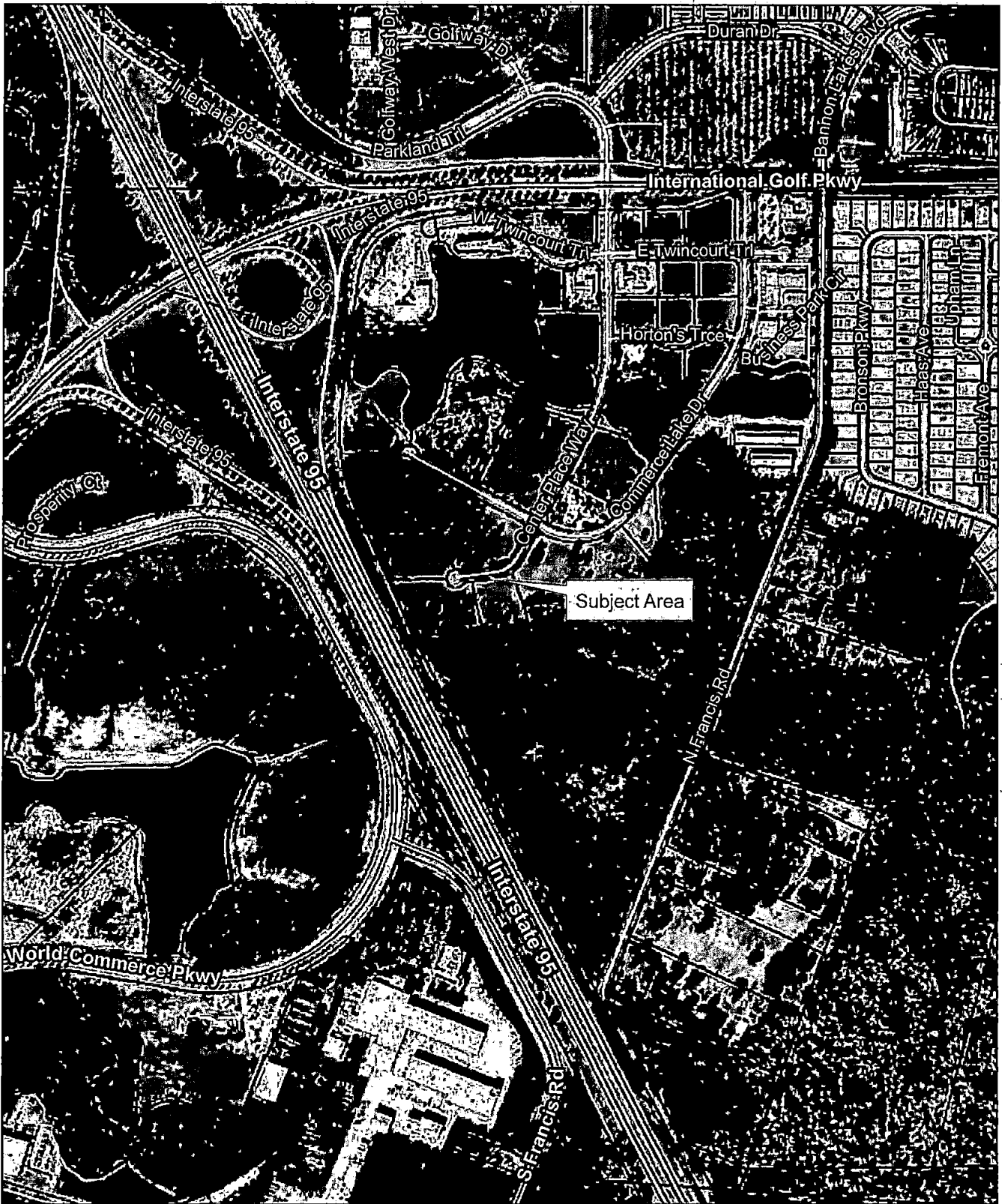
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Julington Pest Control
DATE: September 24, 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 Julington Pest Control.

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

0 170 340 680
Feet

Date: 9/27/2019

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

*Julington Creek
Pest Control*

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.

