

RESOLUTION NO. 2020- 29

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, THREE EASEMENTS FOR UTILITIES AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE ASHBY LANDING COMMERCIAL LOCATED OFF STATE ROAD 207.

RECITALS

WHEREAS, Ashby Landing Commercial, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water system to serve Ashby Landing Commercial located off State Road 207, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, The Halo Investment Group, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water system to serve Ashby Landing Commercial located off State Road 207, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Bill Napier Properties, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water system to serve Ashby Landing Commercial located off State Road 207, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, Ashby Landing Commercial, LLC, a Florida limited liability company, 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 Ashby Landing Commercial located off State Road 207, attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, Gulfstream Contracting, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Ashby Landing Commercial, attached hereto as Exhibits "E" and "F", 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 "G," 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 Easements 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 Easements 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 4 day of February, 2020.

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

By: [Signature]
Jeb S. Smith, Chair

RENDITION DATE 2/6/20

ATTEST: Brandon Patty, Clerk

[Signature]
Deputy Clerk

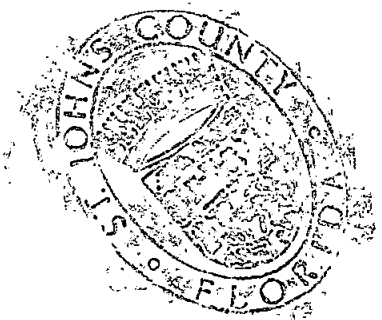


Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 25th day of July, 2019 by Ashby Landing Commercial, LLC, with an address of 77 Almeria St., At. Augustine, FL 32084, 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. 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 water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines 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:

Courtney Poick
Witness Signature

Courtney Pettick
Print Name

Melissa Keating
Witness Signature

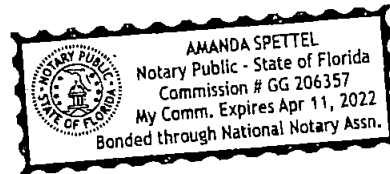
Melissa Keating
Print Name

By: [Signature]
Print Name Jesse Killebrew
Its: Manager

State of Florida
County of St. Johns

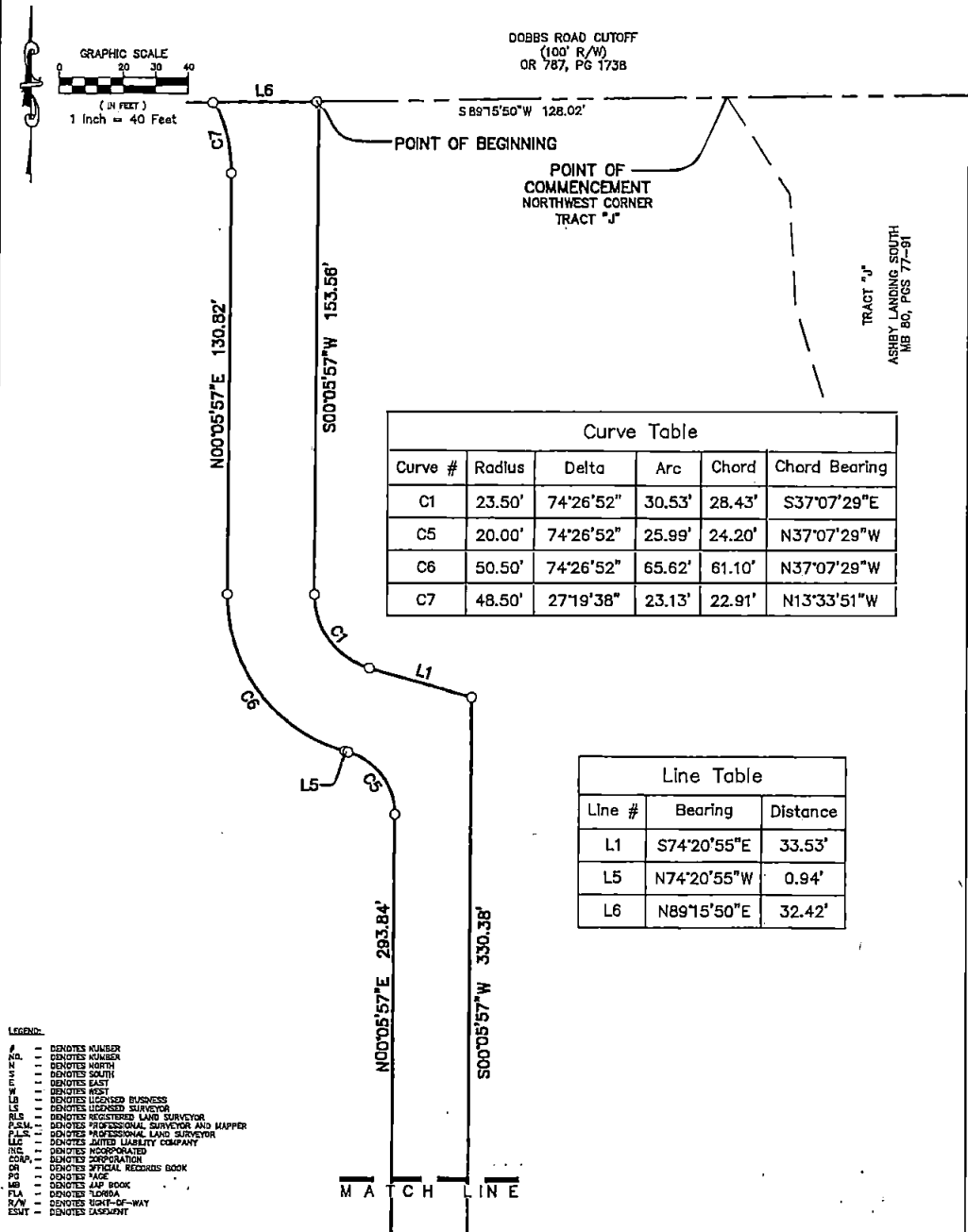
The foregoing instrument was acknowledged before me this 25 day of July, 2019, by Jesse Killebrew who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



THIS IS NOT A SURVEY

SKETCH AND LEGAL DESCRIPTION



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C1	23.50'	74°26'52"	30.53'	28.43'	S37°07'29"E
C5	20.00'	74°26'52"	25.99'	24.20'	N37°07'29"W
C6	50.50'	74°26'52"	65.62'	61.10'	N37°07'29"W
C7	48.50'	27°19'38"	23.13'	22.91'	N13°33'51"W

Line Table		
Line #	Bearing	Distance
L1	S74°20'55"E	33.53'
L5	N74°20'55"W	0.94'
L6	N89°15'50"E	32.42'

- LEGEND:**
- # DENOTES NUMBER
 - N.P. DENOTES NUMBER
 - N DENOTES NORTH
 - S DENOTES SOUTH
 - E DENOTES EAST
 - W DENOTES WEST
 - LB 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
 - COOP DENOTES CORPORATION
 - SDS DENOTES OFFICIAL RECORDS BOOK
 - MS DENOTES MAP BOOK
 - FLA DENOTES FLORIDA
 - R/W DENOTES RIGHT-OF-WAY
 - ESUT DENOTES EASEMENT

NOTE:
THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

ASHBY LANDING COMMERCIAL, LLC

ASHBY LANDING COMMERCIAL - OVERALL INGRESS/EGRESS EASEMENT

SCALE 1" = 40'	DATE 07/20/19	DRAWN KJB	CALCD KJB	CHECKED KJB
JOB No. 1750-18-001	SECTION 48	TOWNSHIP 7 SOUTH	RANGE 29 EAST	

I hereby certify that this Sketch and Legal Description complies with the latest Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

BARTRAM TRAIL SURVEYING, INC.
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1501 COUNTY ROAD 315, SUITE 108
 GREEN COVE SPRINGS, FL 32043
 (904) 284-2224 FAX (904) 284-2258
 COPYRIGHT © 2019

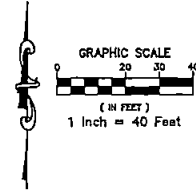
D R A F T

KEITH J. BOUFFARD
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA # L.S. 5172
 CERTIFICATE OF AUTHORIZATION No. LB 6991

PALPIR\Ashby Landing Commercial - S&L Sketch & Legal\Ashby Landing Commercial - Ingress-Egress Easmt.dwg

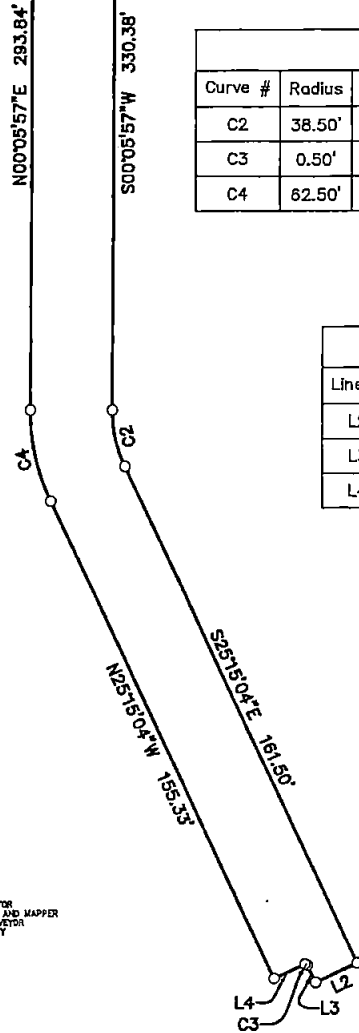
THIS IS NOT A SURVEY

M A C H I N E



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C2	38.50'	25°21'02"	17.03'	16.90'	S12°34'33"E
C3	0.50'	90°00'00"	0.79'	0.71'	N70°15'04"W
C4	62.50'	25°21'02"	27.65'	27.43'	N12°34'33"W

Line Table		
Line #	Bearing	Distance
L2	S64°44'56"W	13.50'
L3	N25°15'04"W	5.67'
L4	S64°44'56"W	10.00'



- LEGEND:
- 1 DENOTES NUMBER
 - 2 DENOTES NUMBER
 - 3 DENOTES NORTH
 - 4 DENOTES SOUTH
 - 5 DENOTES EAST
 - 6 DENOTES WEST
 - LS DENOTES LICENSED BUSINESS
 - LS DENOTES LICENSED SURVEYOR
 - RS DENOTES REGISTERED LAND SURVEYOR
 - P.S.M. DENOTES PROFESSIONAL SURVEYOR AND MAPPER
 - P.L.S. DENOTES PROFESSIONAL LAND SURVEYOR
 - L.L.C. DENOTES LIMITED LIABILITY COMPANY
 - INC. DENOTES INCORPORATED
 - CORP. DENOTES CORPORATION
 - OR DENOTES OFFICIAL RECORDS BOOK
 - P.D. DENOTES PAGE
 - MB DENOTES MAP BOOK
 - FLA DENOTES FLORIDA
 - S/W DENOTES RIGHT-OF-WAY
 - ESMT DENOTES EASEMENT

NOTE:
THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

ASHBY LANDING COMMERCIAL, LLC

ASHBY LANDING COMMERCIAL - OVERALL INGRESS/EGRESS EASEMENT

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1501 COUNTY ROAD 315, SUITE 106
 GREEN COVE SPRINGS, FL 32043
 (904) 284-2224 FAX (904) 284-2258
 COPYRIGHT © 2019



FLA\B\Ashby Landing Commercial - SAL\Sketch & Legal\Ashby Landing Commercial - Ingress-Egress Easement.dwg

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: Ashby Landing Commercial - Overall Ingress/Egress Easement

A tract of land lying within the Antonio Canovas Donation, Section 48, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Tract 'J', according to the plat of Ashby Landing South, as recorded in Map Book 80, pages 77 through 91 of the Public Records of St. Johns County, Florida, said point also being on the South right-of-way line of Dabbs Road Cutoff (a 100 foot right-of-way, as it is now established), as recorded in Official Records Book 787, page 1738 of the Public Records of St. Johns County, Florida; thence S89°15'50"W, along said South right-of-way line, for 128.02 feet to the POINT OF BEGINNING of the parcel described herein;

Thence S00°05'57"W, leaving said South right-of-way line, for 153.56 feet to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 23.50 feet, a central angle of 74°26'52", an arc length of 30.53 feet and a chord bearing S37°07'29"E, for 28.43 feet to the point of tangency; thence S74°20'55"E, for 33.53 feet; thence S00°05'57"W, for 330.38 feet to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 38.50 feet, a central angle of 25°21'02", an arc length of 17.03 feet and a chord bearing S12°34'33"E, for 16.90 feet to the point of tangency; thence S25°15'04"E, for 161.50 feet; thence S64°44'56"W, for 13.50 feet; thence N25°15'04"W, for 5.67 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 0.50 feet, a central angle of 90°00'00", an arc length of 0.79 feet and a chord bearing N70°15'04"W, for 0.71 feet to the point of tangency; thence S64°44'56"W, for 10.00 feet; thence N25°15'04"W, for 155.33 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 62.50 feet, a central angle of 25°21'02", an arc length of 27.65 feet and a chord bearing N12°34'33"W, for 27.43 feet to the point of tangency; thence N00°05'57"E, for 293.84 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 20.00 feet, a central angle of 74°26'52", an arc length of 25.99 feet and a chord bearing N37°07'29"W, for 24.20 feet to the point of tangency; thence N74°20'55"W, for 0.94 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 50.50 feet, a central angle of 74°26'52", an arc length of 65.62 feet and a chord bearing N37°07'29"W, for 61.10 feet to the point of tangency; thence N00°05'57"E, for 130.82 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 48.50 feet, a central angle of 27°19'38", an arc length of 23.13 feet and a chord bearing N13°33'51"W, for 22.91 feet to the point of intersection with aforesaid South right-of-way line; thence N89°15'50"E, along said South right-of-way line, for 32.42 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 0.42 acres, more or less.

Said lands situated, lying and being in Duval County, Florida.

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

ASHBY LANDING COMMERCIAL, LLC

ASHBY LANDING COMMERCIAL - OVERALL INGRESS/EGRESS EASEMENT

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
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FL018\Ashby Landing Commercial - S&A\Sketch & Legal\Ashby Landing Commercial - Ingress-Egress Easement.dwg

Exhibit "B" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 10th day of December, 2019 by The Halo Investment Group LLC, with an address of 65 Stronquist Ct. St. Augustine, FL 32084 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:

Witness Signature

Print Name

Witness Signature

Print Name

By:

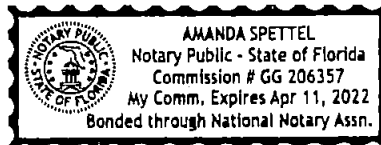
Print Name: SALOMON ROPERD

Its: PRESIDENT

State of Florida
County of St. Johns

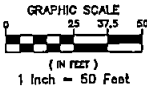
The foregoing instrument was acknowledged before me this 10 day of December, 2019, by Salomon Roperd who is personally known to me or has produced _____ as identification.

Notary Public



THIS IS NOT A SURVEY

SKETCH AND LEGAL DESCRIPTION



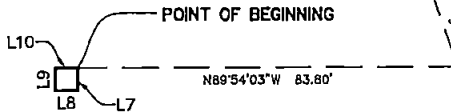
DOBBS ROAD CUTOFF
(100' R/W)
OR 787, PG 1738

SOUTH R/W LINE

POINT OF COMMENCEMENT
NORTHWEST CORNER
TRACT "J"

Line Table		
Line #	Bearing	Distance
L1	S32°48'58"E	36.03'
L2	S03°12'33"E	34.76'
L3	S16°46'49"E	43.30'
L4	S17°38'35"W	41.10'
L5	S15°41'10"E	27.26'
L6	S19°20'45"E	18.33'
L7	S00°05'57"W	5.00'
L8	N89°54'03"W	5.00'
L9	N00°05'57"E	5.00'
L10	S89°54'03"E	5.00'

TRACT "J"
ASHBY LANDING SOUTH
MB 80, PGS 77-81



LEGEND:

- NO --- DENOTES NUMBER
- N --- DENOTES NORTH
- S --- DENOTES SOUTH
- E --- DENOTES EAST
- W --- DENOTES WEST
- LB --- DENOTES LICENSED BUSINESS
- LS --- DENOTES LICENSED SURVEYOR
- PLS --- DENOTES PLANNED LAND SURVEYOR
- P.L.S. --- DENOTES PROFESSIONAL SURVEYOR AND MAPPER
- P.L.C. --- DENOTES PROFESSIONAL LAND SURVEYOR
- L.L.C. --- DENOTES LIMITED LIABILITY COMPANY
- INC --- DENOTES INCORPORATED
- CORP. --- DENOTES CORPORATION
- SR --- DENOTES OFFICIAL RECORDS BOOK
- PG --- DENOTES PAGE
- MB --- DENOTES MAP BOOK
- FLA --- DENOTES FLORIDA
- R/W --- DENOTES RIGHT-OF-WAY
- EMT --- DENOTES EASEMENT

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL TWO (2) SHEETS.

ASHBY LANDING COMMERCIAL, LLC

ASHBY LANDING COMMERCIAL - SJCD EASEMENT NO. 1

SCALE 1" = 30'	DATE 07/13/19	DRAWN KJB	CALCED KJB	CHECKED KJB
JOB No. 1750-18-001	SECTION 48	TOWNSHIP 7 SOUTH	RANGE 29 EAST	

I hereby certify that this Sketch and Legal Description complies with the latest Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315, SUITE 108
GREENE COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258
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D R A F T

KEITH J. BOUFFARD
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA # L.S. 5172
CERTIFICATE OF AUTHORIZATION No. LB 6991

F:\P\B\Ashby Landing Commercial - SJCD\Sketch & Legal\Ashby Landing Commercial - SJCD East 1.dwg

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: Ashby Landing Commercial – SJCUD Easement No. 1

A tract of land lying within the Antonio Canovas Donation, Section 48, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Tract 'J'; according to the plat of Ashby Landing South, as recorded in Map Book 80, pages 77 through 91 of the Public Records of St. Johns County, Florida; thence along the West line of said Tract 'J', the following six (6) courses; (1) thence S32°48'58"E, for 36.03 feet; (2) thence S03°12'33"E, for 34.76 feet; (3) thence S16°46'49"E, for 43.30 feet; (4) thence S17°38'35"W, for 41.10 feet; (5) thence S15°41'10"E, for 27.26 feet; (6) thence S19°20'45"E, for 18.33 feet; thence N89°54'03"W, leaving said West line, for 83.80 feet to the POINT OF BEGINNING of the parcel described herein;

Thence S00°05'57"W, for 5.00 feet; thence N89°54'03"W, for 5.00 feet; thence N00°05'57"E, for 5.00 feet; thence S89°54'03"E, for 5.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 25 square feet, more or less.

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

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL TWO (2) SHEETS.

ASHBY LANDING COMMERCIAL, LLC

ASHBY LANDING COMMERCIAL – SJCUD EASEMENT NO. 1

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS – PLANNERS – LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2256
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PLAN/Ashby Landing Commercial – SJCUD Easement No. 1

Exhibit "C" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 9 day of DECEMBER, 2019 by BILL NAPIER PROPERTIES LLC, with an address of 3545 US 1 SO ST AUGUSTINE FL 32086, 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 Signature

FRANCES E Murray
Print Name

[Signature]
Witness Signature

CHARLIE OWEN
Print Name

By: [Signature]

Print Name: W FRANK DIMARE

Its: MGR

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me this 9 day of December, 2019, by W. Frank Dimare who is ~~personally known~~ to me or has produced _____ as identification.

[Signature]
Notary Public

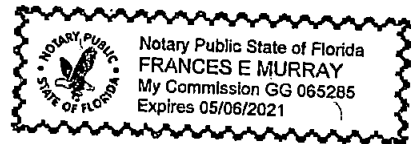


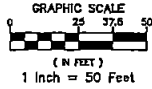
Exhibit "A"

THIS IS NOT A SURVEY

SKETCH AND LEGAL DESCRIPTION

DOBBS ROAD CUTOFF
(100' R/W)
OR 787, PG 1738

SOUTH R/W LINE

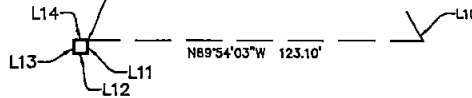


POINT OF COMMENCEMENT
NORTHWEST CORNER
TRACT "J"

Line #	Bearing	Distance
L1	S32°48'58"E	36.03'
L2	S03°12'33"E	34.76'
L3	S16°46'49"E	43.30'
L4	S17°38'35"W	41.10'
L5	S15°41'10"E	27.26'
L6	S19°20'45"E	58.45'
L7	S15°11'00"E	69.66'
L8	S79°51'26"W	9.00'
L9	S28°10'42"E	78.30'
L10	S30°17'56"E	4.31'
L11	S00°05'57"W	5.00'
L12	N89°54'03"W	5.00'
L13	N00°05'57"E	5.00'
L14	S89°54'03"E	5.00'

TRACT "J"
ASHBY LANDING SOUTH
MB 80, PGS 77-91

POINT OF BEGINNING



- LEGEND:
- # 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
 - OR DENOTES OFFICIAL RECORDS BOOK
 - FS DENOTES FACE
 - MB DENOTES MAP BOOK
 - FLA DENOTES FLORIDA
 - R/W DENOTES RIGHT-OF-WAY
 - EASEM DENOTES EASEMENT

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL TWO (2) SHEETS.

ASHBY LANDING COMMERCIAL, LLC

ASHBY LANDING COMMERCIAL - SJCUD EASEMENT NO. 2

SCALE 1" = 50'	DATE 07/13/19	DRAWN KJB	CALCD. KJB	CHECKED KJB
JOB No. 1750-18-001	SECTION 48	TOWNSHIP 7 SOUTH	RANGE 29 EAST	

I hereby certify that this Sketch and Legal Description complies with the latest Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315, SUITE 108
GREEKY COVE SPRINGS, FL 32043
(804) 284-2224 FAX (804) 284-2258
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D R A F T

KEITH J. BOUFFARD
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA # L.S. 5172
CERTIFICATE OF AUTHORIZATION No. LB 6991

F:\P\B\Ashby Landing Commercial - SJCUD\Sketch & Legal\Ashby Landing Commercial - SJCUD Easmt 2.dwg

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: Ashby Landing Commercial – SJCUD Easement No. 2

A tract of land lying within the Antonio Canovas Donation, Section 48, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Tract "J", according to the plat of Ashby Landing South, as recorded in Map Book 80, pages 77 through 91 of the Public Records of St. Johns County, Florida; thence along the West line of said Tract "J", the following ten (10) courses; (1) thence S32°48'58"E, for 36.03 feet; (2) thence S03°12'33"E, for 34.76 feet; (3) thence S16°46'49"E, for 43.30 feet; (4) thence S17°38'35"W, for 41.10 feet; (5) thence S15°41'10"E, for 27.26 feet; (6) thence S19°20'45"E, for 58.45 feet; (7) thence S15°11'00"E, for 69.66 feet; (8) thence S79°51'26"W, for 9.00 feet; (9) thence S28°10'42"E, for 78.30 feet; (10) thence S30°17'56"E, for 4.31 feet; thence N89°54'03"W, leaving said West line, for 123.10 feet to the POINT OF BEGINNING of the parcel described herein;

Thence S00°05'57"W, for 5.00 feet; thence N89°54'03"W, for 5.00 feet; thence N00°05'57"E, for 5.00 feet; thence S89°54'03"E, for 5.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 25 square feet, more or less.

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

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL TWO (2) SHEETS.

ASHBY LANDING COMMERCIAL, LLC

ASHBY LANDING COMMERCIAL – SJCUD EASEMENT NO. 2



BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS – PLANNERS – LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

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FA1218-Ashby Landing Commercial - SJCUD Easement No. 2.dwg

Exhibit "D" to Resolution



BILL OF SALE
UTILITY IMPROVEMENTS
for
Ashby Landing Commercial

Ashby Landing, LLC, (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 Ashby Landing Commercial .

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 Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 24th of Sept, 2019

WITNESS:

OWNER:

[Signature]

[Signature]

Witness Signature

Owner's Signature

CATHERINE M. SHERIDAN

Andrew T. Norgart

Print Witness Name

Print Owner's Name

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me this 24th day of September, 2019, by Andrew Norgart 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: Ashby Landing Commercial for Ashby Landing, LLC
 Contractor: DiMare Construction
 Developer: Ashby Landing, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
DR 18 - 6 inch	LF	6	\$ 12.00	\$ 72.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6 inch BFP	Ea	0	\$ -	\$ -
6 inch Gate Valve	Ea	1	\$ 650.00	\$ 650.00
4 inch Gate Valve	Ea	0	\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6 inch	Ea	0	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1 inch single	Ea	0	\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
			Total Water System Cost	\$ 722.00



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$4,397.00 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through July 31, 2019 to Gulfstream Contracting Inc. to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR Ashby Landing Commercial

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 24th of Sept., 2019

WITNESS:

[Signature]
Witness Signature

Archie T. Negret
Print Witness Name

OWNER:

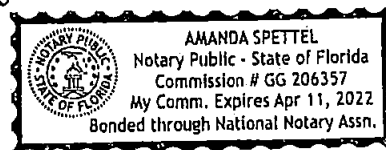
[Signature]
Lienor's Signature

DANIEL M. CONGER
Print Lienor's Name

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me this 24th day of September, 2019, by Daniel M Conger 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:	<u>Ashby Landing Commercial for Ashby Landing, LLC</u>
Contractor:	<u>DiMare Construction</u>
Developer:	<u>Ashby Landing, LLC</u>

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
DR 18 - 6 inch	LF	6	\$ 12.00	\$ 72.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6 inch BFP	Ea	0	\$ -	\$ -
6 inch Gate Valve	Ea	1	\$ 650.00	\$ 650.00
4 inch Gate Valve	Ea	0	\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6 inch	Ea	0	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1 inch single	Ea	0	\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
			Total Water System Cost	\$ 722.00



WARRANTY
UTILITY IMPROVEMENTS

Date: July 31, 2019

Project Title: Ashby Landing Commercial
St. Johns County, Florida

FROM: Gulfstream Contracting, Inc
14628 Camberwell Lane N.
Jacksonville, FL 32258

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:

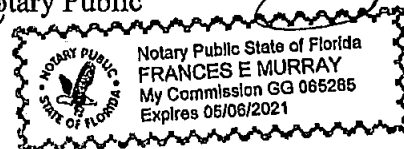
[Signature]
Contractor's Signature

DANIEL M. CONGER
Print Contractor's Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 8 day of AUG, 2019, by Daniel M. Conger who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public





St. Johns County Board of County Commissioners

Utility Department

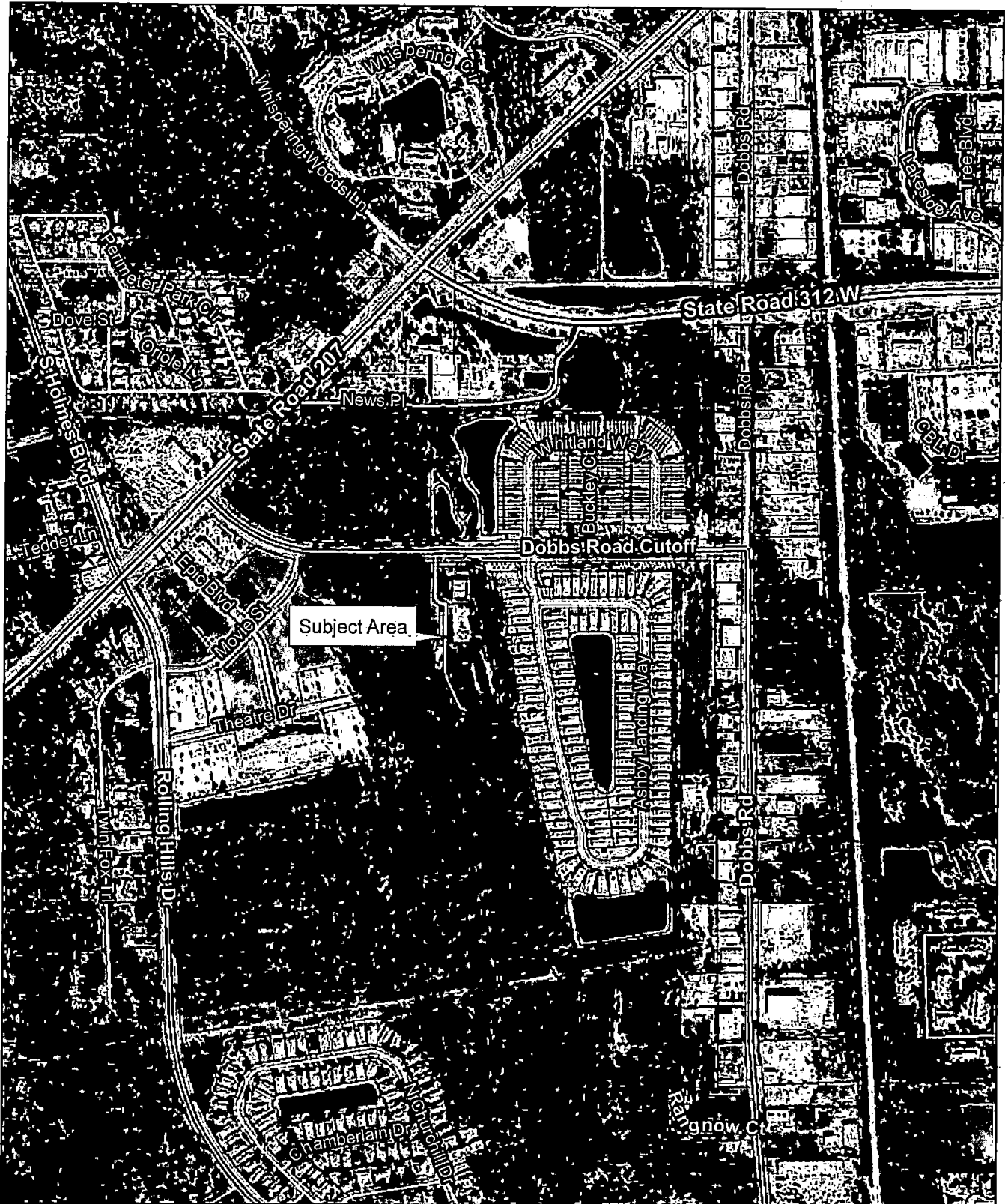
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Ashby Landing Commercial
DATE: October 22, 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 Ashby Landing Commercial.

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.



2019 Aerial Imagery

0 145 290 580
Feet

Date: 1/6/2020

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

Ashby Landing Commercial

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.

