

RESOLUTION NO. 2020- 70

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 AND SEWER FORCE MAIN SYSTEMS TO SERVE ST. JOHNS MARKETPLACE DRIVE LOCATED OFF STATE ROAD 207.

RECITALS

WHEREAS, A.H.K., LLLP, a Florida limited liability partnership, has executed and presented to the County an Easement for Utilities associated with the water and sewer force main systems to serve St. Johns Marketplace Drive located off State Road 207, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, A.H.K., LLLP, a Florida limited liability partnership, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water and sewer force main systems to serve St. Johns Marketplace Drive located off State Road 207, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Whitestone Construction Group, LLC, a Florida limited liability company, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at St. Johns Marketplace Drive, 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 3<sup>rd</sup> day of March, 2020.

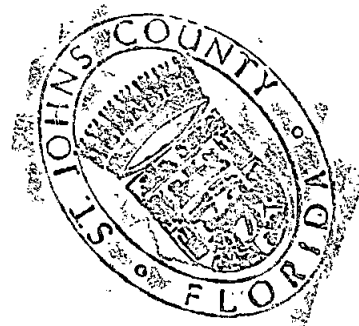
**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

Rendition Date: 3/5/20

Pam Halterman  
Deputy Clerk



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 7 day of October, 2019  
by A.H.K., LLLP, with an address of  
153 S. Roscoe Blvd., Ponte Vedra, FL, hereinafter called "Grantor" to  
**ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida,  
whose address is 4020 Lewis Speedway, 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 distribution system & sewer force mains 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. 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.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

*[Signature]*  
Witness

By: *John Alexon*  
Its: GP

Ellen Avery-Smith  
Print Name

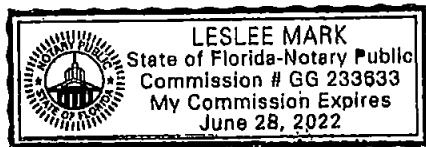
*[Signature]*  
Witness

Leslee Mark  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 21 day of September, 2019, by John Alexon who is personally known to me or has produced Drivers license as identification.

*Leslee Mark*  
Notary Public



# EXHIBIT "A"

## MAP SHOWING

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTIONS 3, 4, 9 AND 10, ALL LYING WITHIN TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE NORTH 89°17'17" EAST ALONG THE LINE DIVIDING SAID SECTION 3 AND SAID SECTION 10, A DISTANCE OF 90.14 FEET TO A POINT TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207 (RIGHT OF WAY WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE SOUTH 36°29'45" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 199.02 FEET; THENCE NORTH 01°04'16" WEST, ALONG THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3295, PAGE 1743 OF THE PUBLIC RECORDS OF SAID COUNTY, 61.60 FEET; THENCE NORTH 53°25'01" WEST, ALONG THE NORTHEASTERLY LINE OF SAID AFOREMENTIONED LANDS AND A NORTHWESTERLY PROLONGATION THEREOF, 357.44 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 440.00 FEET, A DISTANCE OF 210.16 FEET, AS MEASURED ALONG A CHORD BEARING NORTH 81°47'50" WEST TO A POINT OF TANGENCY; THENCE SOUTH 84°18'00" WEST, 41.46 FEET; THENCE SOUTH 09°32'56" EAST, 462.13 FEET; THENCE SOUTH 80°27'04" WEST, 50.00 FEET; THENCE NORTH 09°32'56" WEST, 465.49 FEET; THENCE SOUTH 84°18'00" WEST, 291.45 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS 255.00 FEET, A DISTANCE OF 301.83 FEET, AS MEASURED ALONG A CHORD BEARING NORTH 59°24'48" WEST TO A POINT OF TANGENCY, SAID POINT BEING SITUATED IN THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD NO. 9, RIGHT OF WAY WIDTH VARIES); THENCE NORTH 23°07'35" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 4.23 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 66°52'25" EAST, 110.00 FEET; THENCE SOUTH 23°07'35" EAST, AND PARALLEL WITH SAID NORTHEASTERLY RIGHT OF WAY LINE, 4.23 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 145.00 FEET, A DISTANCE OF 171.63 FEET, AS MEASURED ALONG A CHORD BEARING SOUTH 59°24'48" EAST TO A POINT OF TANGENCY; THENCE NORTH 84°18'00" EAST, 383.03 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 550.00 FEET, A DISTANCE OF 324.45 FEET, AS MEASURED ALONG A CHORD BEARING SOUTH 78°28'34" EAST; THENCE NORTH 28°40'43" EAST, 25.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 575.00 FEET, A DISTANCE OF 80.47 FEET, AS MEASURED ALONG A CHORD BEARING SOUTH 57°18'31" EAST TO A POINT OF TANGENCY; THENCE SOUTH 53°17'46" EAST, 93.51 FEET; THENCE SOUTH 53°48'49" EAST, 165.36 FEET; THENCE NORTH 83°48'39" EAST, 32.72 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207; THENCE SOUTH 36°29'45" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 22.05 FEET TO THE POINT OF BEGINNING.

DATE: OCTOBER 28, 2019

PREPARED FOR:  
A.H.K., LLLP

SCALE: 1" = 200'

CERTIFICATION: The map and legal description shown hereon (NOT A SURVEY) meets the standards of practice for same as set forth by the Board of Professional Surveyors & Mappers, pursuant to Section 472.027, Florida Statutes.

SIGNED:



Lisa A. Davis, Professional Surveyor & Mapper No. 6182

### GENERAL NOTES:

1. BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES (NAD 83/90) FOR THE STATE OF FLORIDA, EAST ZONE, AS SHOWN ON SURVEY PERFORMED BY CLARSON & ASSOCIATES, JOB NO. B-2565—STATE PLANE, DATED OCTOBER 22, 2010.
2. SEE SHEET 2 FOR MAP AND ABBREVIATIONS.

UNLESS THIS MAP/REPORT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, IT IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.



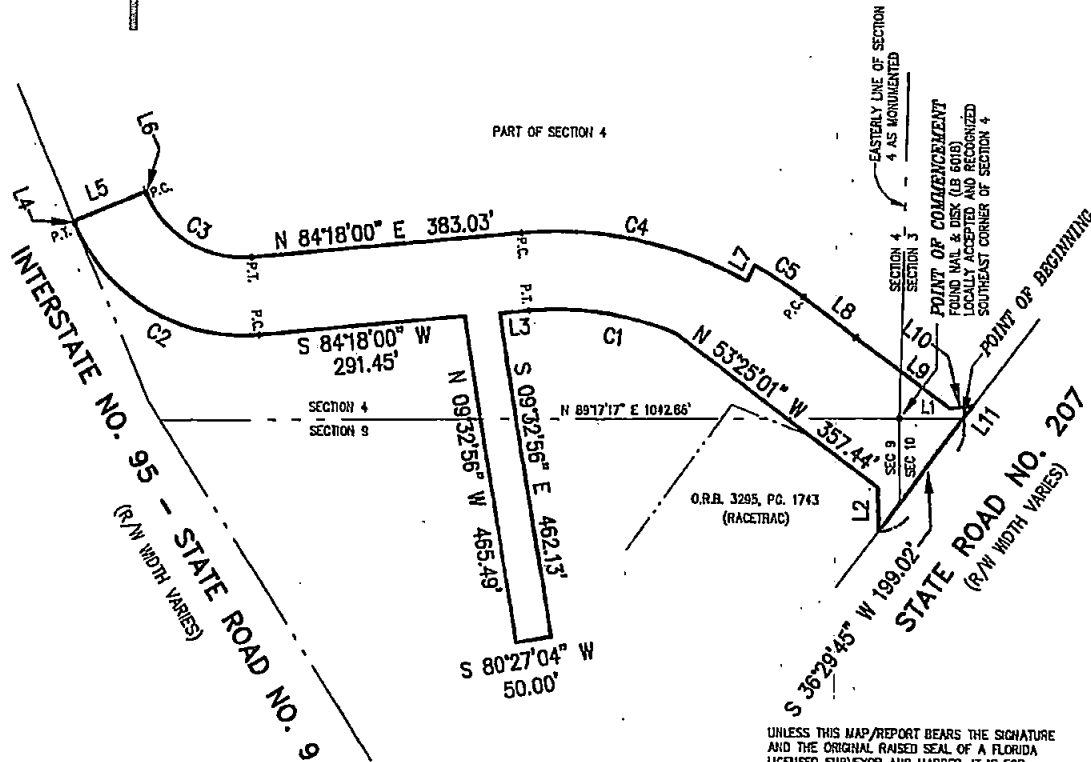
**CROASDELL COMPANY**  
SITE PLANNING • SITE ENGINEERING • LAND SURVEYING  
429 East Adams Street, Jacksonville, Florida 32202 • Phone 904.251.4148 • Fax 904.251.7103  
EMAIL: info@croasdel.com WWW.CROASDELL.COM CROASDELL.COM

NOTE: SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, CERTIFICATION AND NOTES.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°17'17" E	90.14'
L2	N 01°04'16" W	61.60'
L3	S 84°18'00" W	41.46'
L4	N 23°07'35" W	4.23'
L5	N 66°52'25" E	110.00'
L6	S 23°07'35" E	4.23'
L7	N 28°40'43" E	25.00'
L8	S 53°17'46" E	93.51'
L9	S 53°48'49" E	165.36'
L10	N 83°48'39" E	32.72'
L11	S 38°29'45" W	22.05'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DISTANCE	BEARING
C1	440.00'	212.21'	27°37'59"	210.16'	N 81°47'50" W
C2	255.00'	323.00'	72°34'25"	301.83'	N 59°24'48" W
C3	145.00'	183.66'	72°34'25"	171.63'	S 59°24'48" E
C4	550.00'	329.35'	34°18'35"	324.45'	S 78°28'34" E
C5	575.00'	80.54'	08°01'31"	80.47'	S 57°18'31" E

ABBREVIATIONS  
 O.R.B. - OFFICIAL RECORDS BOOK  
 P.C. - POINT OF CURVE  
 P.G. - PAGE  
 P.T. - POINT OF TANGENCY  
 R/W - RIGHT OF WAY  
 SEC. - SECTION



UNLESS THIS MAP/REPORT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, IT IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

**CROASDELL COMPANY**  
 SITE PLANNING • SITE ENGINEERING • LAND SURVEYING  
 221 East Adams Street, Jacksonville, Florida 32202 Phone 904.353.5460 Fax 904.353.5474  
 2010 6119 WWW.CROASDELL.COM CROASDELL@GMAIL.COM 8/2007 105

Exhibit "B" to Resolution



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for

**St. Johns Market Place ROW Construction**

A.H.K. LLLP, 153 South Roscoe Blvd, Ponte Vedra, Florida 32082, (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 St. Johns Market Place ROW Construction

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 30 of October 2019

**WITNESS:**

Melissa Caraway  
Witness Signature

Melissa Caraway  
Print Witness Name

**OWNER:**

John Alexon  
Owner's Signature

John Alexon  
Print Owner's Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2019, by John Alexon who is personally known to me or has produced Florida Driver License as identification.

Kimberly G. Carman  
Notary Public

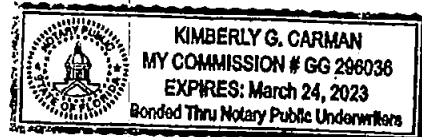


Exhibit "A" to Bill of Sale



**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name:	St. Johns Marketplace ROW
Contractor:	Whitestone Construction Group LLC
Developer:	AHK Ltd.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
8" PVC DR-25 C900	LF	1574	\$ 38.00	\$ 59,812.00
10" HDPE DR-11	LF	264	\$ 66.00	\$ 17,424.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
8" Gate Valve	Ea	5	\$ 1,680.00	\$ 8,400.00
16" x 8" Tap Valve	Ea	1	\$ 8,620.00	\$ 8,620.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 94,256.00</b>



**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: St. Johns Marketplace ROW  
 Contractor: Whitestone Construction Group LLC  
 Developer: AHK Ltd.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
16" HDPE DR-11	LF	174	\$ 128.00	\$ 22,272.00
12" PVC DR-18 C900	LF	1021	\$ 68.00	\$ 69,428.00
10" PVC DR-18 C900	LF	513	\$ 56.00	\$ 28,728.00
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
16" Gate valve	Ea	1	\$ 3,280.00	\$ 3,280.00
12" Gate valve with cap	Ea	1	\$ 2,840.00	\$ 2,840.00
10" Gate valve w/cap	Ea	2	\$ 2,410.00	\$ 4,820.00
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
Waterous Pacer WB67	Ea	6	\$ 3,680.00	\$ 22,080.00
12" Flushing hydant	Ea	2	\$ 882.00	\$ 1,764.00
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 155,212.00</b>



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum of \$249,468.<sup>00</sup> hereby waives and releases its lien and right to claim a lien for Water labor, services or materials furnished through 8-29-2019 to AHK Ltd for the following described property:

**St. Johns Marketplace ROW**  
2495 SR 207  
St. Augustine, Florida 32084

The waiver and release do 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 29 of August 2019

**WITNESS:**

Abel Alvarez  
Witness Signature

Abel Alvarez  
Print Witness Name

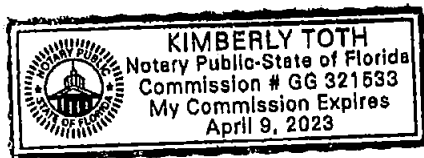
**OWNER:**

Christina Clark  
Lienor's Signature

Christina Clark  
Print Lienor's Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 29 day of August, 2019, by Christina Clark who is personally known to me or has produced \_\_\_\_\_ as identification.



Kimberly Toth  
Notary Public



**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name:	St. Johns Marketplace ROW
Contractor:	Whitestone Construction Group LLC
Developer:	AHK Ltd.

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<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
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	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
			<b>Total Sewer System Cost</b>	<b>\$ 94,256.00</b>



**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: St. Johns Marketplace ROW  
 Contractor: Whitestone Construction Group LLC  
 Developer: AHK Ltd.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
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	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
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12" Flushing hydant	Ea	2	\$ 882.00	\$ 1,764.00
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Total Water System Cost</b>			\$	<b>155,212.00</b>

Exhibit "D" to Resolution



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 8-29-19

Project Title: **St. Johns Marketplace ROW**  
2495 SR 207  
St. Augustine FL, 32084

FROM: **Whitestone Construction Group LLC**  
3827 Poinciana Blvd  
Jacksonville Beach FL, 32250

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.

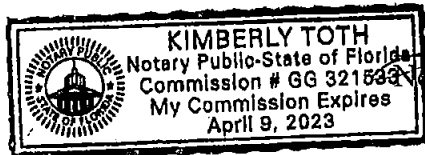
Contractor: *Christina Clark*

Contractor's Signature  
Christina Clark

Print Contractor's Name

State of Florida  
County of Alachua

The foregoing instrument was acknowledged before me this 29 day of August, 2019 by Christina Clark who is personally known to me or has produced \_\_\_\_\_ as identification.



*Kimberly Toth*  
Notary Public



Exhibit "E" to Resolution

**St. Johns County Board of County Commissioners**

Utility Department

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INTEROFFICE MEMORANDUM

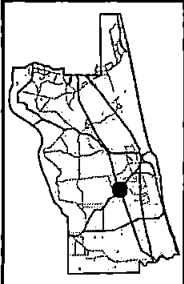
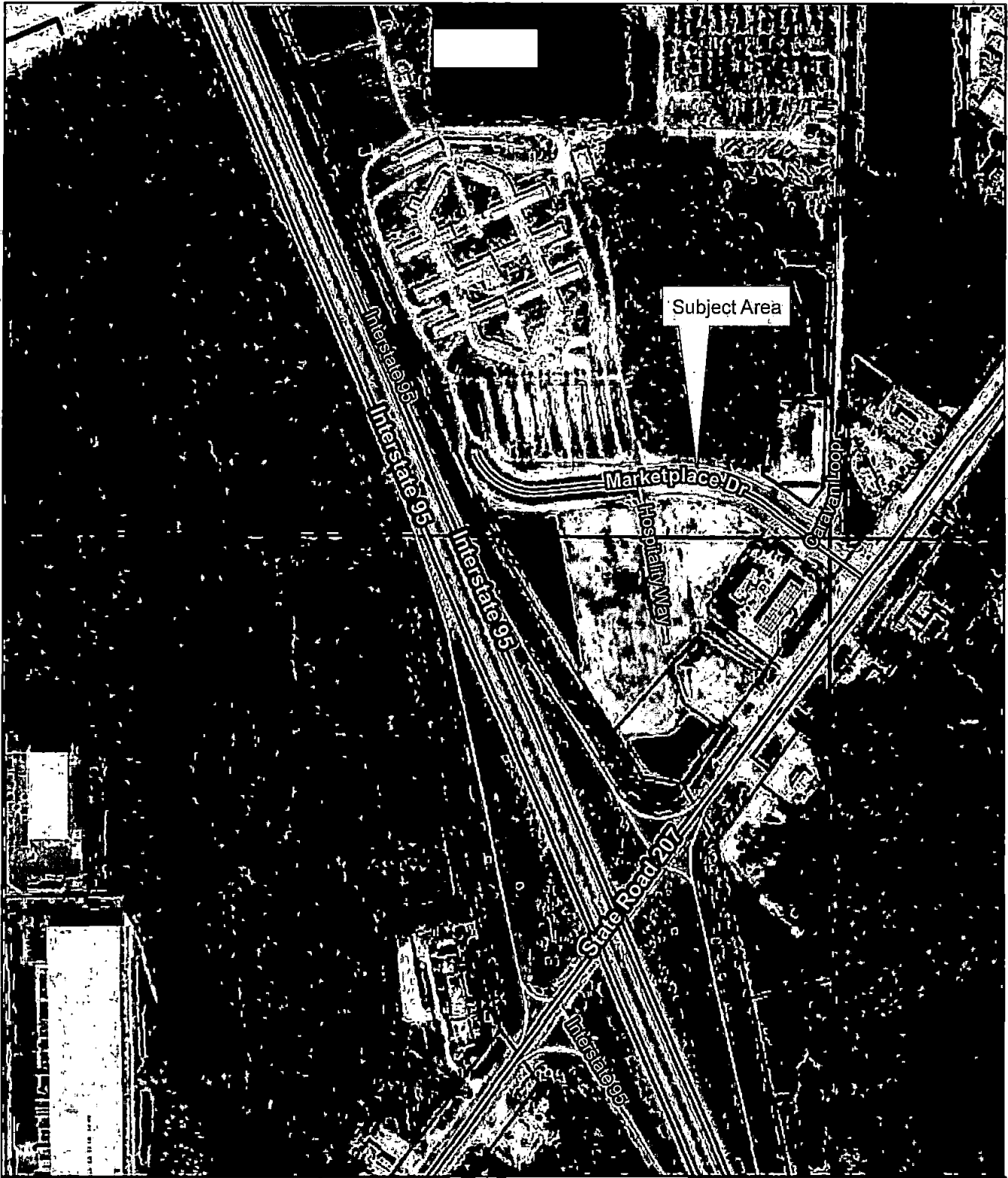
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: St. Johns Market Place ROW Construction  
DATE: January 7, 2020

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 St. Johns Market Place ROW Construction.

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

0 100 200 400  
Feet

Date: 2/5/2020

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

St. Johns Marketplace ROW

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.

