

RESOLUTION NO. 2020- 74

**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 RAINBOW CHILDCARE LOCATED OFF PACETTI ROAD.**

**RECITALS**

**WHEREAS**, Saint Johns MD, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water system to serve Rainbow Childcare located off Pacetti Road, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, Rainbow Rascals FL – St. Augustine, LLC, a Michigan 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 Rainbow Childcare located off Pacetti Road, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, Rockford Construction Co. of Michigan, a Michigan corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Rainbow Childcare, 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.

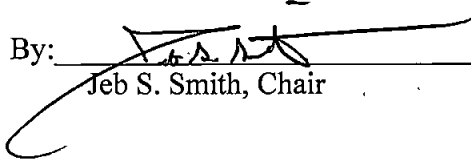
Section 2. The above described Easement for Utilities and Bill of Sale and Schedule of Values, Final Release of Lien and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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, Chair

ATTEST: Brandon Patty, Clerk

Rendition Date: 3/5/20

  
Deputy Clerk

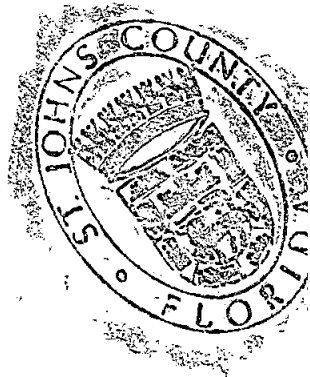


Exhibit "A" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 20<sup>th</sup> day of January 2020 by **SAINT JOHNS MD, LLC**, with an address of 101 E. Town Place, Suite 150, St. Augustine, FL 32092, 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 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.

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:

VJCunningham  
Witness

By: [Signature]  
Its: Manager

Vanessa Cunningham  
Print Name

Michael Nelson  
Witness

MICHAEL NELSON  
Print Name

State of Florida County of St. Johns

The foregoing instrument was acknowledged before me this 21st day of January, 2020, by Douglas M. Davis, JR who is personally known to me or has produced \_\_\_\_\_ as identification.

VJCunningham  
Notary Public  
VJCunningham

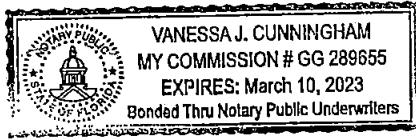


Exhibit "A"

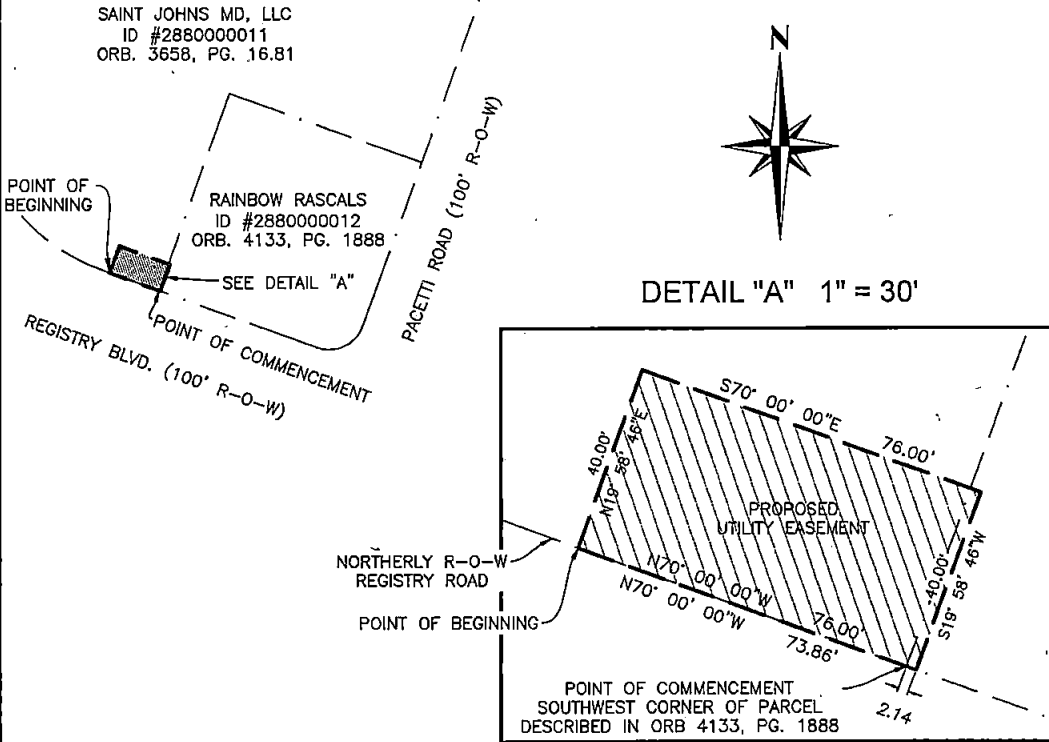
**SKETCH SHOWING PROPOSED UTILITY EASEMENT**  
 LOCATED IN PART OF THE ANTONIO HUERTAS GRANT  
 SECTION 38, TOWNSHIP 62 SOUTH, RANGE 28 EAST  
 ST. JOHNS COUNTY, FLORIDA

EXHIBIT "A"

BEING PART OF TRACT 1A, ST. JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN PLAT BOOK 37, PAGES 21 THROUGH 44 PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 4133, PAGE 1888 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE N 70° 00' 00" W ALONG NORTHERLY RIGHT - OF - WAY LINE OF REGISTRY BOULEVARD (A 100' RIGHT-OF-WAY BY PLAT) FOR A DISTANCE OF 73.86 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY N 19° 58' 46" E FOR A DISTANCE OF 40.00 FEET; THENCE S 70° 00' 00" E FOR A DISTANCE OF 76.00 FEET; THENCE S 19° 58' 46" W FOR A DISTANCE OF 40.00 FEET RETURNING TO THE NORTHERLY RIGHT - OF - WAY LINE OF REGISTRY BOULEVARD; THENCE N 70° 00' 00" W FOR A DISTANCE OF 76.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3040 SQUARE FEET MORE OR LESS AND BEING SITUATED IN ST. JOHNS COUNTY, FLORIDA.



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.

<p>DATE OF SURVEY: MAY 7, 2019</p> <p>JOB NUMBER: 19-45</p> <p>DRAWING SCALE: 1"=200'</p> <p>CERTIFIED TO: S.J.C.U.D.</p>	<p><small>Not valid without the signature and seal of a State of Florida Professional Surveyor and Mapper</small></p>   <p><b>ANTHONY PAUL O'NEIL</b>  <small>FLORIDA REGISTERED PSM NO. 5684</small></p>	<p><b>MRE of JAX</b>  <b>ENTERPRISES, LLC</b></p> <p>6005 POWERS AVENUE, SUITE 104          JACKSONVILLE, FLORIDA 32217          LB 8276</p>
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**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for

**Rainbow Child Care Center**

Rainbow Rascals FL – St Augustine 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 Rainbow Child Care Center

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 13 of JUNE 2019

**WITNESS:**

Samantha Coppen  
Witness Signature  
SAMANTHA R. COPPEN  
Print Witness Name

**OWNER:**

Reed Fenton  
Owner's Signature  
REED FENTON  
Print Owner's Name

State of Michigan  
County of Oakland

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2019, by Reed Fenton who is personally known to me or has produced \_\_\_\_\_ as identification.

**ERIN BOURDIC**  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires 10-12-2022  
Acting in the County of Oakland

Erin Bourdic  
Notary Public

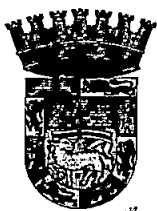
Exhibit "A" to Bill of Sale



St. Johns County Utility Department  
 Asset Management  
 Schedule of Values

Project Name: Rainbow Childcare  
 Contractor: \_\_\_\_\_  
 Developer: \_\_\_\_\_

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
DR 9 HDPE Blue	LF	65	\$ 1.71	\$ 111.15
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
2" red iron Gate Valve	Ea	1	\$ 230.00	\$ 230.00
2" Stainless Nipple	Ea	1	\$ 10.50	\$ 10.50
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Services (Size and Type)</b>				
2" MIP Ball Corp	Ea	1	\$ 224.87	\$ 224.87
15 x 27 Meter Box w JEA Lid	Ea	1	\$ 174.83	\$ 174.83
CTS Corp Ball Curb	Ea	1	\$ 194.58	\$ 194.58
2 x 2 x 2 Tee		1	\$ 30.00	\$ 30.00
<b>Total Water System Cost</b>				<b>\$ 975.93</b>



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum Nine Hundred Seventy Five and 93/100 Dollars hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through July 3, 2019 to 814 Development, LLC to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR RAINBOW CHILD CARE CENTER”.

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 3rd of July, 2019.

**WITNESS:**

*Bonnie Zerrenner*

Witness Signature

Bonnie Zerrenner

Print Witness Name

**OWNER:**

*Kenneth W. Bailey*

Lienor's Signature

Kenneth W. Bailey

Print Lienor's Name

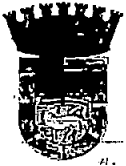
State of Michigan  
County of Kent

The foregoing instrument was acknowledged before me this 3rd day of July, 2019, by Kenneth W. Bailey who is personally known to me.

Kathleen M. Uzarski  
Notary Public  
My Commission Exp. 07/09/2025  
Ottawa County, Michigan  
*Acting in Kent County*

*Kathleen M. Uzarski*  
Notary Public

Exhibit "A" to Final Release of Lien



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

Project Name: Rainbow Childcare  
 Contractor: \_\_\_\_\_  
 Developer: \_\_\_\_\_

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
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<b>Services (Size and Type)</b>				
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2 x 2 x 2 Tee		1	\$ 30.00	\$ 30.00
<b>Total Water System Cost</b>				<b>\$ 975.93</b>



WARRANTY  
UTILITY IMPROVEMENTS

Date: July 3, 2019

Project Title:

Rainbow Child Care Center  
128 Registry Blvd.  
St. Augustine, FL 32092  
St. Johns County, Florida

FROM: Rockford Construction  
601 First Street, NW  
Grand Rapids, MI 49504

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:

A handwritten signature in black ink that reads "Kenneth W. Bailey".

Kenneth W. Bailey  
Rockford Construction

State of Michigan  
County of Kent

The foregoing instrument was acknowledged before me this 3rd day of July, 2019 by Kenneth W. Bailey who is personally known to me.

Kathleen M Uzarski  
Notary Public  
My Commission Exp. 07/09/2025  
Ottawa County, Michigan  
*Acting in Kent County*

A handwritten signature in black ink that reads "Kathleen M. Uzarski".  
Notary Public



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

Utility Department

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INTEROFFICE MEMORANDUM

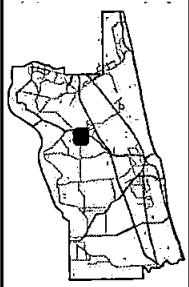
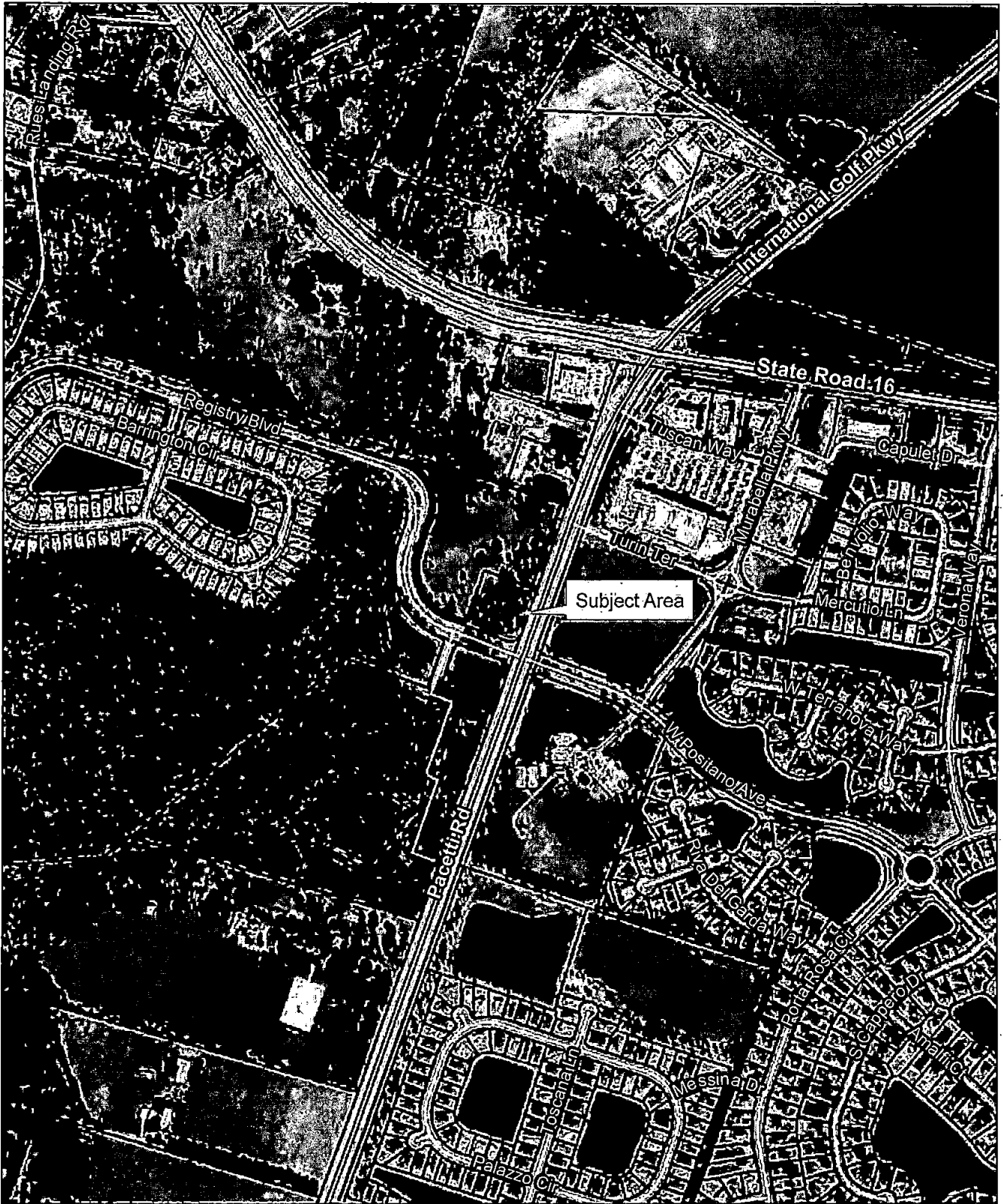
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Rainbow Childcare (Registry Blvd)  
DATE: January 27, 2020

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 Rainbow Childcare (Registry Blvd).

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: 10/4/2019

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

*Rainbow Childcare*

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.

