

RESOLUTION NO. 2021- 241

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 SYSTEMS TO SERVE CRESCENT BEACH BED & BREAKFAST LOCATED OFF STATE ROAD A1A SOUTH.

RECITALS

WHEREAS, Paula Stowell McClure, also known as Paula Stowell, has executed and presented to the County an Easement for Utilities associated with the water system to serve Crescent Beach Bed & Breakfast located off State Road A1A South, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Paula Gioviti Stowell McClure, 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 systems to serve Crescent Beach Bed & Breakfast located off State Road A1A South, attached hereto as Exhibit "B" incorporated by reference and made a part hereof; and

WHEREAS, Grade One Site & Utility, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Crescent Beach Bed & Breakfast, 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 15th day of June, 2021.

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

By: _____

Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller

RENDITION DATE JUN 17 2021

Robin J. Platt
Deputy Clerk



Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16 day of June, 2000
by Paula Howell McClure, with an address of
6901 Richards Place, St Aug, FL 32080, 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

Chris McClure
Print Name

[Signature]
Witness Signature

William A McClure
Print Name

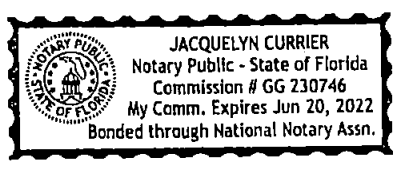
By: Paula Stowell

Print Name: Paula Stowell

Its: OWNER

STATE OF FLORIDA
COUNTY OF ST. JOHN'S

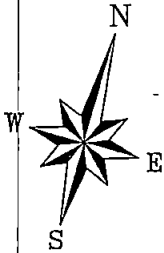
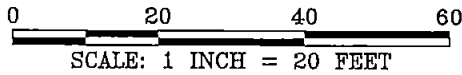
The foregoing instrument was acknowledged before me by means
of physical presence or online notarization, this 5th day of
AUGUST, 2020, by
PAULA STOWELL as OWNER
for SELF



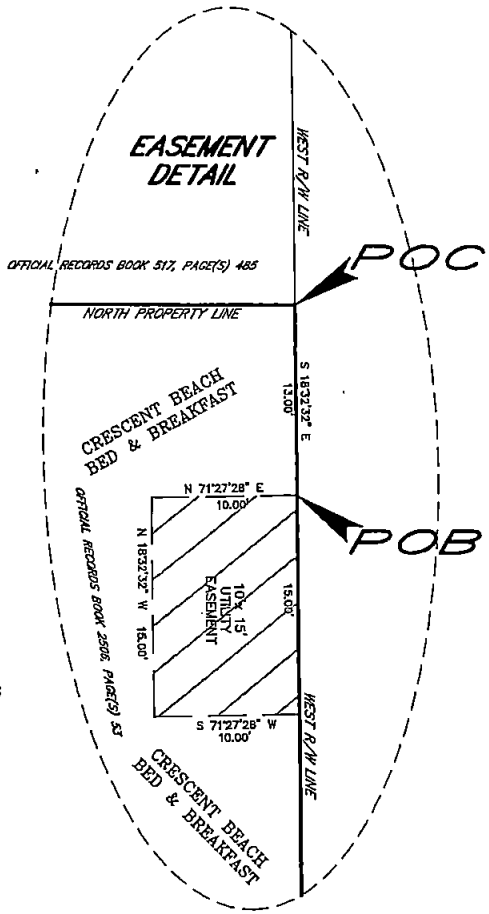
[Signature]
Notary Public
My Commission Expires: 6/20/2022

~~Personally Known~~ or Produced Identification
Type of Identification Produced

EXHIBIT "A"



STATE ROAD NO. A-1-A SOUTH
100' R/W - PAVED



LEGEND

- POC = POINT OF COMMENCING
- POB = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- LB = LICENSED BUSINESS

UTILITY EASEMENT DESCRIPTION:

BY SURVEYOR

COMMENCE AT THE NORTHEAST CORNER OF THE LANDS OF PAULA McCLURE STOWELL BY DEED RECORDED IN OFFICIAL RECORDS BOOK 517, PAGE(S) 485 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE RUN S 18°32'32" E, ALONG THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY A1A, AS IT CURRENTLY EXISTS, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE S 18°32'32" E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 15.00 FEET; THENCE S 71°27'28" W, A DISTANCE OF 10.00 FEET; THENCE N 18°32'32" W, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 15.00 FEET; THENCE N 71°27'28" E, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. THE AFORESAID PARCEL CONTAINS 150 SQUARE FEET, MORE OR LESS.

SEAL

MICHAEL A. PISCO PLS
Professional Land Surveyor #44793



ANCIENT CITY SURVEYORS
LB # 8177

ACS
PROFESSIONAL
LAND SURVEYORS

4425 U.S. HIGHWAY No. 1 SOUTH, SUITE 401
ST. AUGUSTINE, FLORIDA 32086
PHONE: 904-797-9967 FAX: 904-797-6027

SKETCH OF LEGAL
DATE: 07/13/2020
SCALE: 1" = 20'
JOB #: 17-2850411

DATE SIGNED: 07/13/2020

Exhibit "B" to Resolution



BILL OF SALE
UTILITY IMPROVEMENTS
for

CRESCENT BEACH BED AND BREAKFAST

Paula Giovitti Stowell McClure of 6901 Richards Place, St. Augustine, FL 32080 , (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 CRESCENT BEACH B&B"

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 21 of 08, 2020

WITNESS:




Witness Signature

Chris McClure

Print Witness Name

OWNER:

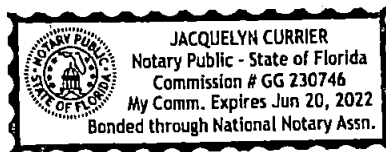


Owner's Signature

Paula Giovitti Stowell McClure

Print Owner's Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS



The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of AUGUST, 2020, by

PAULA GIOVITTI STOWELL MCCLURE as OWNER
for CRESCENT BEACH BED AND BREAKFAST

Jacqueline Curran
Notary Public
My Commission Expires: June 20, 2022

Personally Known or Produced Identification
Type of Identification Produced DRIVERS LICENSE



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

Project Name: Crescent Beach Bed and Breakfast
 Contractor: Grade One Site & Utility, Inc.
 Developer: Paula Stowell

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR 18 pvc	LF	16	\$ 18.00	\$ 288.00
4" DR 18 pvc	LF	8	\$ 16.00	\$ 128.00
1" DR 9 poly	LF	4'	\$ 12.00	\$ 48.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6" DI MJ OL valve	Ea	2	\$ 1,200.00	\$ 2,400.00
4" DI MJ OL valve	Ea	1	\$ 976.00	\$ 976.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
5 1/4" VO WB67 OL Fire Hydrant	Ea	1	\$ 3,390.00	\$ 3,390.00
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" poly water meter coupling & box	Ea	1	\$ 464.00	\$ 464.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Water System Cost			\$	7,694.00



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Crescent Beach Bed and Breakfast
 Contractor: Grade One Site & Utility, Inc.
 Developer: Paula Stowell

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
2" DR-9 poly	LF	8	\$ 16.00	\$ 128.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
2" DI Thread RW valve L/A	Ea	1	\$ 550.00	\$ 550.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 678.00



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum of \$8,372.00 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through April 22, 2021 to Paula Stowell to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR “Crescent Beach Bed & Breakfast” 6943 A1A South, St. Augustine, Fl. 32080

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 22 of APRIL 2021

WITNESS:

OWNER:

Witness Signature

Charles Pace

Lienor's Signature

Print Witness Name

CHARLES PACE

Print Lienor's Name

STATE OF FLORIDA

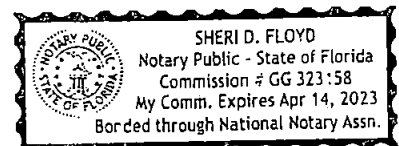
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of April, 2021, by Charles Pace as President for Grade One Site Utility.

Sheri D. Floyd

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



St. Johns County Utility Department
Asset Management
Schedule of Values



Project Name: Crescent Beach Bed and Breakfast
 Contractor: Grade One Site & Utility, Inc.
 Developer: Paula Stowell

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR 18 pvc	LF	16	\$ 18.00	\$ 288.00
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6" DI MJ OL valve	Ea	2	\$ 1,200.00	\$ 2,400.00
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	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
5 1/4" VO WB67 OL Fire Hydrant	Ea	1	\$ 3,390.00	\$ 3,390.00
			\$ -	\$ -
			\$ -	\$ -
Services (Size and Type)				
1" poly water meter coupling & box	Ea	1	\$ 464.00	\$ 464.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 7,694.00



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Crescent Beach Bed and Breakfast
 Contractor: Grade One Site & Utility, Inc.
 Developer: Paula Stowell

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
2" DR-9 poly	LF	8	\$ 16.00	\$ 128.00
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	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
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			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 678.00



WARRANTY
UTILITY IMPROVEMENTS

Date: April 22, 2021

Project Title: Crescent Beach Bed & Breakfast
6943 A1A South
St. Augustine, Fl 32080

FROM: Grade One Site & Utility, Inc.
P.O. Box 8849
Fleming Island, Fl.

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:

Contractor's Signature

Charles Pace.

Print Contractor's Name

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of April, 2021, by Charles Pace as president for Grade One Site Utility.

Notary Public

My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

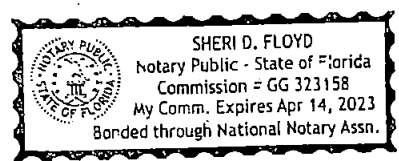


Exhibit "E" to Resolution



St. Johns County Board of County Commissioners

Utility Department

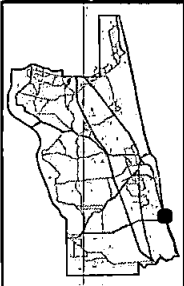
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Crescent Beach Bed & Breakfast
DATE: December 9, 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 Crescent Beach Bed & Breakfast.

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

0 105 210 420
Feet

Date: 5/12/2021

Easement for Utilities,
Bill of Sale, Final Release
of Lien, & Warranty

Crescent Beach
Bed & Breakfast

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.

