

RESOLUTION NO. 2021- 243

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 MURABELLA STATION AKA THE MARKETS AT MURABELLA PHASE II LOCATED OFF STATE ROAD 16.

RECITALS

WHEREAS, Smith & Young Co., a Florida corporation, has executed and presented to the County an Easement for Utilities associated with the water system to serve Murabella Station aka The Markets at Murabella Phase II located off State Road 16, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Smith & Young Co., a Florida corporation, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water and sewer systems to serve Murabella Station, attached hereto as Exhibit "B" incorporated by reference and made a part hereof; and

WHEREAS, Brown & Luke Contracting Company, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Murabella Station, 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.

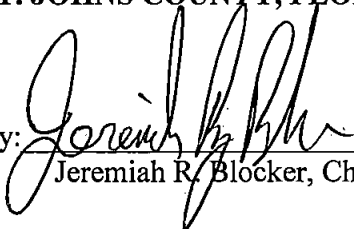
Section 2. The above described Easement for Utilities and Bill of Sale and Schedule of Values, Final Release of Lien and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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, Chair

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

RENDITION DATE JUN 17 2021


Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 3RD day of September, 2020 by **SMITH & YOUNG CO**, with an address of 3517-B US Hwy 17, Fleming Island, Florida 32003, 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:

Weston Scott
Witness Signature

Weston Scott
Print Name

Leigh Smith
Witness Signature

LEIGH SMITH
Print Name

By: [Signature]

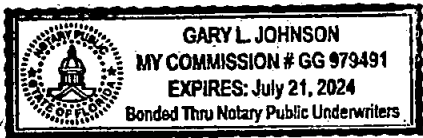
Print name: Bernard E. Smith

Its: President

STATE OF FLORIDA
COUNTY OF DUVAL

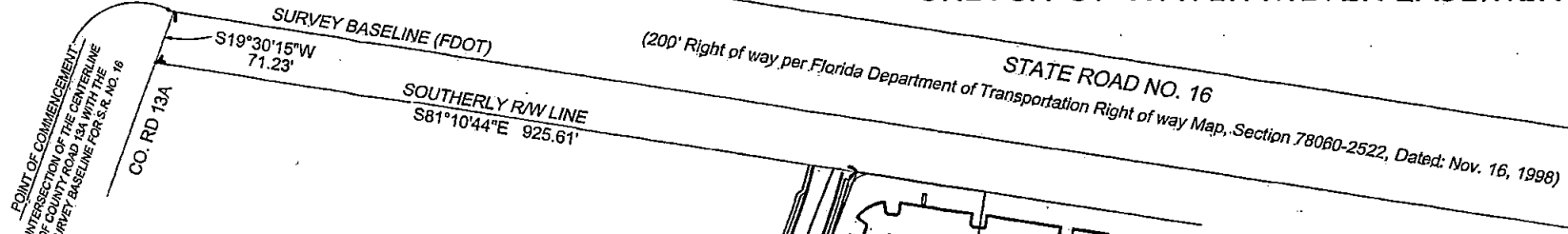
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of SEPTEMBER, 2020, by BERNARD E. SMITH as President for SMITH & YOUNG CO

[Signature]
Notary Public
My Commission Expires: 7/21/2024



Personally Known or Produced Identification
Type of Identification Produced

SKETCH OF WATER METER EASEMENT



LEGAL DESCRIPTION

A PORTION OF SECTION 10, LYING WITHIN SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 13A (A 100 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED) WITH THE SURVEY BASELINE FOR STATE ROAD 16 (A 200 FOOT RIGHT OF WAY AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78060-2522, DATED NOVEMBER 16, 1998); THENCE SOUTH 19°30'15" WEST, ALONG SAID CENTERLINE OF COUNTY ROAD 13A, A DISTANCE OF 71.23 FEET TO ITS INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16; THENCE SOUTH 81°10'44" EAST, ALONG SAID LINE AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16, A DISTANCE OF 925.61 FEET; THENCE SOUTH 20°44'25" WEST, 925.57'; THENCE SOUTH 69°14'26" EAST, 350.00 FEET; THENCE SOUTH 20°44'25" WEST, 166.19 FEET; THENCE NORTH 80°48'04" WEST, 138.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19°11'56" EAST, 5.00'; THENCE NORTH 80°48'04" WEST, 23.00 FEET; THENCE SOUTH 19°11'56" EAST, 5.00 FEET; THENCE SOUTH 80°48'04" EAST, 23.00 FEET, TO THE POINT OF BEGINNING.

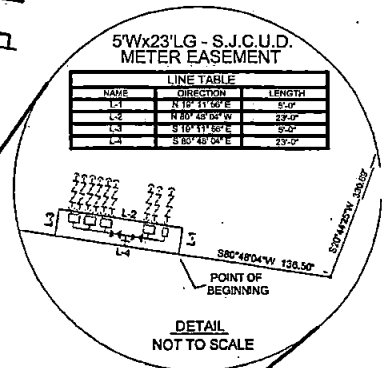
THE AREA CONTAINING 115 SQUARE FEET.

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 CODES CHAPTER 49, CHAPTERS 200 THROUGH 209.
3. FEATURES SHOWN BY STRIPES ARE NOT TO SCALE.
4. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE CURVE OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCELS SHOWN.
5. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
6. THIS SURVEY IS FOR THE PURPOSES 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.



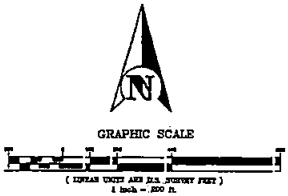
- AS-BUILT LEGEND:**
- AR _____ A-S-BUILT
 - DL _____ D-LEVEL
 - FP _____ 1/2" DIA. OF PIPE
 - FL _____ FINISHED GRADE
 - SA _____ S-TATION
 - TO _____ TOP OF BANK
 - BT _____ BOTTOM
 - (G) _____ ELEVATION
 - (A) _____ ELEVATION
- AS-SHOWN LEGEND:**
- 1. ELEVATIONS ARE AS SHOWN ABOVE.
 - 2. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.
 - 3. STATE PLANE COORDINATES SHOWN ABOVE ARE FLORIDA EAST ZONE (US FOOT) NAD 83/2011.

CERTIFIED TO: ST. JOHNS COUNTY UTILITY DEPARTMENT

Not valid without the signature and seal of a State of Florida Professional Surveyor and Mapper

Anthony Paul O'Neil

ANTHONY PAUL O'NEIL
FLORIDA REGISTERED - PSM NO. 5684



SEE DETAIL ABOVE

MRE of JAX
ENTERPRISES, LLC
6005 POWERS AVENUE, SUITE 104
JACKSONVILLE, FLORIDA 32217
LB 8276

5' x 23' WATER METER EASEMENT
MURABELLA STATION PH. 1 - MERCURIO LANE
ST. JOHN'S COUNTY UTILITY DEPARTMENT

MURABELLA
STATE ROAD 16
ST. JOHN'S COUNTY

DATE OF SURVEY:
MARCH 24, 2009
JOB NUMBER:
SCALE:
DRAWN BY:
CHECKED BY:

SHEET NO.
1 OF 1

Exhibit "A"

Exhibit "B" to Resolution



BILL OF SALE
UTILITY IMPROVEMENTS
for

Murabella Station - The Markets At Murabella Phase II

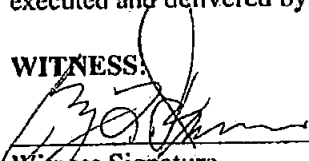
Smith & Young Co. (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR Murabella Station MODCP 20-23, gravity mains, manholes, water mains, hydrant, and service appurtenances.

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 22nd of JANUARY, 2021.

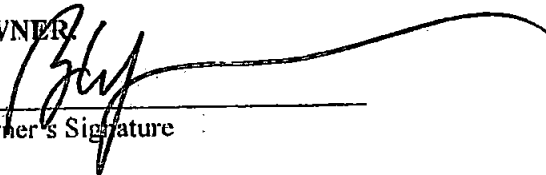
WITNESS:



Witness Signature
GARY L. JOHNSON

Print Witness Name

OWNER:

X 


Owner's Signature
Bernard E. Smith

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 22nd day of JANUARY, 2021, by BERNARD E. SMITH as PRESIDENT for SMITH & YOUNG CO.




Notary Public
My Commission Expires: 7/21/2024

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A" to Bill of Sale



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: MURABELLA
 Contractor: BROWN & LUKE CONTRACTING COMPANY INC
 Developer: SMITH & YOUNG DEVELOPMENT CORP.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8 INCH PVC DR-18	LF	480	\$ 33.55	\$ 16,104.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8 INCH MUELLER GATE VALVES	Ea	1	\$ 1,650.00	\$ 1,650.00
8 INCH MUELLER TAP VALVE	Ea	1	\$ 1,750.00	\$ 1,750.00
6 INCH MUELLER GATE VALVE	Ea	1	\$ 1,200.00	\$ 1,200.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
MUELLER SUPER CENTURION	Ea	1	\$ 3,555.00	\$ 3,555.00
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
2 INCH IRRIGATION STUB	Ea	1	\$ 1,000.00	\$ 1,000.00
1 INCH POTABLE STUBS	Ea	10	\$ 653.00	\$ 6,530.00
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 31,789.00



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$41,079.30 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 4/28/21 to Smith & Young Development Corp. to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR **Murabella Station**”

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 30 of 4, 2021

WITNESS:

Witness Signature

Amber Winkler

Print Witness Name

OWNER:

Lienor's Signature

Thomas L Luke

Print Lienor's Name

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of April, 2021, by

Thomas Luke as President for
Brown & Luke Contracting Co Inc.

Notary Public Regina Guindon
My Commission Expires: July 29, 2024

Personally Known or Produced Identification
Type of Identification Produced

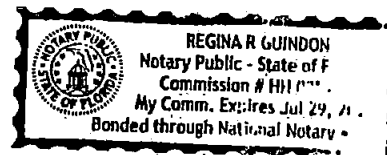
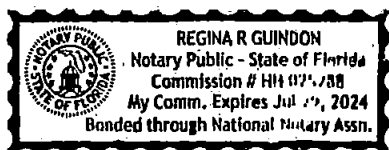


Exhibit "A" to Final Release of Lien



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: MURABELLA
 Contractor: BROWN & LUKE CONTRACTING COMPANY INC
 Developer: SMITH & YOUNG DEVELOPMENT CORP.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8 INCH PVC DR-18	LF	480	\$ 33.55	\$ 16,104.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8 INCH MUELLER GATE VALVES	Ea	1	\$ 1,650.00	\$ 1,650.00
8 INCH MUELLER TAP VALVE	Ea	1	\$ 1,750.00	\$ 1,750.00
6 INCH MUELLER GATE VALVE	Ea	1	\$ 1,200.00	\$ 1,200.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
MUELLER SUPER CENTURION	Ea	1	\$ 3,555.00	\$ 3,555.00
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
2 INCH IRRIGATION STUB	Ea	1	\$ 1,000.00	\$ 1,000.00
1 INCH POTABLE STUBS	Ea	10	\$ 653.00	\$ 6,530.00
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 31,789.00



WARRANTY
UTILITY IMPROVEMENTS

Date: Jan 5th 2021
Project Title: Murabella Station
St. Johns County, Florida

FROM: Brown & Luke Contracting Co Inc.
Name of Contractor
P.O. Box 26068 Jacksonville FL 32226
Street Address, City, State Zip

TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

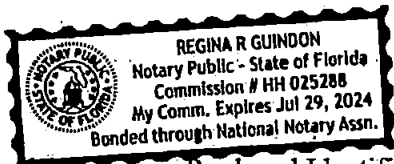
The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

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: Brown & Luke Contracting Inc
[Signature]
Contractor's Signature
Thomas L. Luke
Print Contractor's Name

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of January, 2021, by Thomas L. Luke as President for Brown & Luke Contracting.



Regina Guindon
Notary Public
My Commission Expires: 2024

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "E" to Resolution



St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM


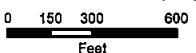
TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Murabella Station Mercutio Lane Ext (aka The Markets at Murabella Ph II)
DATE: May 12, 2021

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 Murabella Station Mercutio Lane Ext (aka The Markets at Murabella Ph II).

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

 Date: 5/17/2021

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

**Murabella Station aka
 The Markets at Murabella
 Phase II**

**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.

