

RESOLUTION NO. 2021- 438

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, TWO EASEMENTS FOR UTILITIES, AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE PARK RIDGE ALSO KNOWN AS MOULTRIE OAKS TOWNHOMES LOCATED OFF OLD MOULTRIE ROAD.

RECITALS

WHEREAS, MCG Moultrie, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and sewer system to serve Park Ridge also known as Moultrie Oaks Townhomes located off Old Moultrie Road, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Hideaway at Old Moultrie Association, Inc., a Florida corporation, has executed and presented to the County an Easement for Utilities associated with the sewer system to serve Park Ridge also known as Moultrie Oaks Townhomes located off Old Moultrie Road, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, MCG Moultrie, 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 and sewer systems to serve Park Ridge also known as Moultrie Oaks Townhomes located off Old Moultrie Road, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, S. E. Cline Construction, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Park Ridge also known as Moultrie Oaks Townhomes, attached hereto as Exhibits "D" and "E", 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 "F," 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.

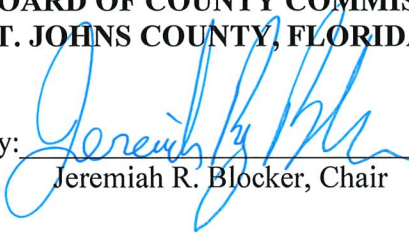
Section 2. The above described two Easement for Utilities, Bill of Sale and Schedule of Values, Final Release of Lien and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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 19th day of October, 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 OCT 21 2021


Deputy Clerk



Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 10 day of JUNE, 2021 by MCG Moultrie, LLC, with an address of 1102 A1A N Unit 102, Ponte Vedra Beach, FL 32082, 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 distribution system, gravity sewer collection 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. 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) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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: [Signature]
Its: AGENT

Daniel B. Anderson
Print Name

[Signature]
Witness

Heather Rossati
Print Name

State of FL
County of St Johns

The foregoing instrument was acknowledged before me this 10th day of JUNE, 2021, by Timothy Sean McBarney who is personally known to me or has produced Driver's License as identification.

[Signature]
Notary Public



EXHIBIT "A"

EASEMENT AREA

Being those public rights of ways depicted as GRAND PARK RIDGE LANE and RIDGE LAKE ROAD as recorded per the attached Plat being Map Book 106, Page 18 through 23, recorded in the Public Records of St. Johns County, Florida.

Return to:
Sean McGarvey
102 A1A N. Suite 102
Ponte Vedra Beach, FL 32082

Exhibit "B" to Resolution Public Records of St. Johns County, FL
Clerk number: 2020101315
BK: 5095 PG: 16
11/9/2020 2:10 PM
Recording \$35.50
Doc. D \$0.70

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 29 day of May, 2020
by JESSE RICKS, HOA PRESIDENT, with an address of
P.O. BOX 610011, 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 gravity sewer collection 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. 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) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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 and restore sod and standard concrete or asphalt paving 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 landscaping, planting 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:

Deldre Carroll
Witness Signature

Deldre Carroll
Print Name

Dede Cook
Witness Signature

Dede Cook
Print Name

By: Jesse Rick

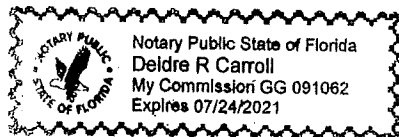
Print Name: JESSE RICK

Its: HCA President

Hideaway at Old Mantrio Association, inc

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29 day of May, 2020 by Jesse Rick who is personally known to me or has produced _____ as identification.

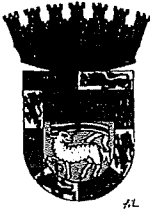


Deldre Carroll
Notary Public

EXHIBIT "A"

EASEMENT AREA

Tract "D", Hideaway at Old Moultrie as recorded in Map Book 55, pages 77 through 88,
inclusive, of the public records of St. Johns County, Florida



BILL OF SALE
UTILITY IMPROVEMENTS
for

Park Ridge

MCG MOULTRIE, LLC, 1102 A1A North, Suite 102, Ponte Vedra Beach, FL 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 PARK RIDGE"

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 10 of June, 2021.

WITNESS:

Witness Signature

Dinah Robertson

Print Witness Name

OWNER:

Owner's Signature

James N. McGarvey, Jr.

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 10 day of June, 2021, by

Patricia H. Gray as Notary
for James N. McGarvey, Jr

Notary Public

Personally Known or Produced Identification
Type of Identification Produced

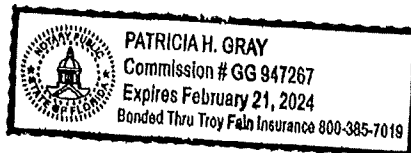


Exhibit "A" to Bill of Sale



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Moultrie Oaks Townhomes (Park Ridge)
 Contractor: S.E. Cline Construction, Inc.
 Developer: MCG Moultrie, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" PVC (DR-18)	LF	640	\$ 31.80	\$ 20,352.00
10" PVC (DR-18)	LF	600	\$ 34.70	\$ 20,820.00
12" HDPE	LF	140	\$ 51.30	\$ 7,182.00
10" HDPE	LF	120	\$ 47.60	\$ 5,712.00
			\$ -	
Water Valves (Size and Type)				
8" gate valve	Ea	3	\$ 1,410.00	\$ 4,230.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" Hydrant Assembly	Ea	3	\$ 3,984.00	\$ 11,952.00
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" HDPE SDR9 Water Service	Ea	67	\$ 986.00	\$ 66,062.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 136,310.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Moultrie Oaks Townhomes PUD
 Contractor: S.E. Cline Construction, Inc.
 Developer: MCG Moultrie, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF			\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea			
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR-26 PVC (4'-6' deep)	LF	388	\$ 31.34	\$ 12,159.92
8" SDR-26 PVC (6'-8' deep)	LF	518	\$ 35.10	\$ 18,181.80
8" SDR-26 PVC (8'-10' deep)	LF	426	\$ 39.16	\$ 16,682.16
Laterals (Size and Type)				
6" SDR-35 PVC laterals/services	EA	67	\$ 1,262.50	\$ 84,587.50
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA	3	\$ 3,276.25	\$ 9,828.75
6-8 foot deep	EA	2	\$ 3,616.25	\$ 7,232.50
6-8 with Spectrashield foot deep	EA	1	\$ 7,058.75	\$ 7,058.75
8-10 foot deep	EA	2	\$ 4,415.00	\$ 8,830.00
Core existing manhole	EA	1	\$ 10,372.50	\$ 10,372.50
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
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				\$ 174,933.88



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$311,243.88 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 6/9/2021 to MCG Parkridge, LLC to the following described property:

Moultrie Oaks Townhomes PUD

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 9th of June, 2021.

WITNESS:

OWNER:

[Handwritten Signature]
Witness Signature

[Handwritten Signature]
Lienor's Signature

ELANE F. BRANNITT
Print Witness Name

Jackson Sampselic
Print Lienor's Name

State of Florida
County of Sevier

The foregoing instrument was acknowledged before me this 9th day of June, 2021, by Jackson Sampselic who is personally known to me or has produced _____ as identification.

[Handwritten Signature]
Notary Public

NOTARY PUBLIC
STATE OF FLORIDA
LUANNE WATERS
Commission # GG 214055
Expires July 10, 2022
Bonded Thru Budget Notary Services

Exhibit "A" to Final Release of Lien



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Moultire Oaks Townhomes (Park Ridge)
 Contractor: S.E. Cline Construction, Inc.
 Developer: MCG Moultrie, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" PVC (DR-18)	LF	640	\$ 31.80	\$ 20,352.00
10" PVC (DR-18)	LF	600	\$ 34.70	\$ 20,820.00
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Total Water System Cost				\$ 136,310.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Moultrie Oaks Townhomes PUD
 Contractor: S.E. Cline Construction, Inc.
 Developer: MCG Moultrie, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF			\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea			
	Ea		\$ -	\$ -
	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				\$ 174,933.88



WARRANTY
UTILITY IMPROVEMENTS

Date: June 9, 2021

Project Title: Moultrie Oaks Townhomes
St. Johns County, Florida

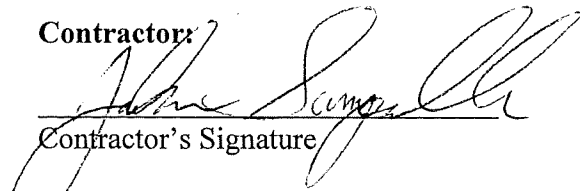
FROM: S.E. Cline Construction, Inc.
18 Utility Drive
Palm Coast, FL 32137

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:

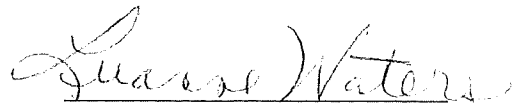


Contractor's Signature
Jackson Sampelle, Corp. Sec.

Print Contractor's Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 9th day of June, 2021, by Jackson Sampelle who is personally known to me or has produced _____ as identification.



Notary Public
LUANNE WATERS
Commission # GG 214055
Expires July 10, 2022
Bonded Thru Budget Notary Services





St. Johns County Board of County Commissioners

Utility Department

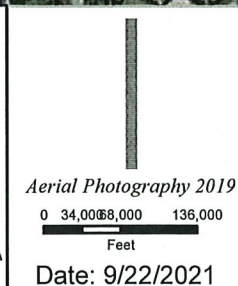
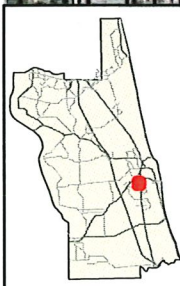
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Park Ridge aka Moultrie Oaks Townhomes
DATE: August 31, 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 Park Ridge aka Moultrie Oaks Townhomes.

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.



Park Ridge
aka Moultrie Oaks
Townhomes

Easements, Bill of Sale,
Final Release of Lien
& Warranty

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.

