

RESOLUTION NO. 2022-371

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR TO EXECUTE TWO EASEMENTS FOR UTILITIES, AND ACCEPTING THREE EASEMENTS FOR UTILITIES, A BILL OF SALE, A FINAL RELEASE OF LIEN, AND A WARRANTY ASSOCIATED WITH THE WATER, SEWER, AND SEWER FORCE MAINS SYSTEMS TO SERVE SMITH BUSINESS PARK LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, Cemex Construction Materials Florida, LLC, a Delaware limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and sewer force mains systems to serve Smith Business Park located off International Golf Parkway, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Smyrna Ready Mix Concrete, LLC, a Tennessee limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and sewer force mains systems to serve Smith Business Park, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, Industry Place Property, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and sewer force main systems to serve Smith Business Park, attached hereto as Exhibit “C”, incorporated by reference and made a part hereof; and

WHEREAS, UBD South, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water system to serve Smith Business Park, attached hereto as Exhibit “D”, incorporated by reference and made a part hereof; and

WHEREAS, UBD South, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and sewer force mains systems to serve Smith Business Park, attached hereto as Exhibit “E”, incorporated by reference and made a part hereof; and

WHEREAS, United Brothers Development Corporation, 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 Smith Business Park, attached hereto as Exhibit “F”, incorporated by reference and made a part hereof; and

WHEREAS, Florida Roads Contracting, 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 Smith Business Park, attached hereto as Exhibits “G” and “H”, 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 “I”, 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 Board of County Commissioners hereby approves the terms and authorizes the Chair to execute the Easement for Utilities from Cemex Construction Materials Florida, LLC, a Delaware limited liability company, and the Easement for Utilities from Smyrna Ready Mix Concrete, LLC, a Tennessee limited liability company.

Section 3. The above described Easement for Utilities from Industry Place Property, LLC, a Florida limited liability company, two Easements for Utilities from UBD South, LLC, a Florida limited liability company, 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 4. 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 5. The Clerk of the Circuit Court is instructed to record the original fully executed Five Easements 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 14th day of October, 2022.

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

By: Henry Dean
Henry Dean, Chair

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

Sam Halterman
Deputy Clerk

Rendition Date 10/4/22

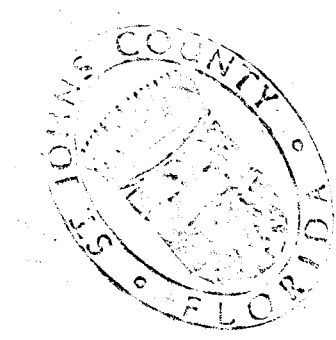


Exhibit "A" to Resolution

EASEMENT AGREEMENT FOR UTILITIES

THIS EASEMENT AGREEMENT FOR UTILITIES (this "Easement") executed and given this 29th day of August, 2022, by and between **CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC**, a Delaware limited liability company, with an address of 1720 Centrepark Drive East, West Palm Beach, Florida 33401, hereinafter called "Grantor," and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 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 and Grantee, for themselves, their successors and assigns, covenant and agree 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 solely to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system & sewer force mains ("Utility Lines") and all other equipment and appurtenances ("Associated Equipment") as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter collectively referred to as "Utility Lines and Associated Equipment"); and for no other purpose, over and upon a portion of the real property located at 233 International Golf Parkway, Saint Augustine, Florida 32095 ("Grantor's Property"), as particularly described and depicted on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to, over and across the Easement Area to access the Utility Lines and Associated Equipment as necessary in connection with this Easement. 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, its 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. Grantor makes no representations as to the condition of the property within the Easement Area or the suitability of the Easement Area for Grantee's use intended hereunder.

The easement herein granted is subject to existing rights-of-way, 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 does not materially and adversely affect the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not materially and adversely interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove 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 Utility Lines and Associated Equipment located within the Easement Area. At Grantor's request, and upon relocation of such Utility Lines and Associated Equipment at Grantor's expense, Grantee and Grantor shall execute an amendment to this Easement in recordable form abandoning the current Easement Area and 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 at all times in a manner which will not unreasonably interfere with Grantor's access to, or use and occupancy of, Grantor's Property, and shall make a good faith effort to provide Grantor with reasonable advance notice of any work in the Easement Area that will prevent or obstruct access to and from Grantor's Property.

2. (a) WATER SYSTEM - Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. To the extent that Grantor or Grantor's successors and assigns connect to or use the water utility service provided by Grantee or its successor and assigns, then 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 the Utility Lines and Associated Equipment, 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 shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with Grantee's installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment. To the extent permitted by law, Grantee shall be responsible for damage to any other 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.

6. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purpose herein expressed.

7. This Easement may only be amended by written agreement of the parties hereto, or their respective successors or assigns.

[Signatures on following pages.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

GRANTOR:

CEMEX CONSTRUCTION MATERIALS
FLORIDA, LLC

Sharon Stephany
Witness

By: R. E. Mahoney
Printed Name: RYAN E. MAHONEY
Its: VICE PRESIDENT

SHARON Stephany
Print Name

Helga McAneney
Witness

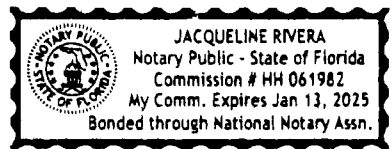
Helga McANENEY
Print Name

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of August, 2022, by Ryan E. Mahoney as Vice President for CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC, on behalf of the company.

Jacqueline Rivera
Notary Public
My Commission Expires: 1/13/2025

Personally Known or
 Produced Identification
Type of Identification Produced _____



Signed, sealed and delivered
In the presence of:

GRANTEE:

ST. JOHNS COUNTY, FLORIDA

Witness

By: _____

Printed Name: _____

Its: _____

Print Name

Witness

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this _____ day of _____, 2022, by
_____ as _____ for ST. JOHNS COUNTY,
FLORIDA, on behalf of the county.

Notary Public

My Commission Expires: _____

Type of Identification Produced _____

Type of Identification Produced _____

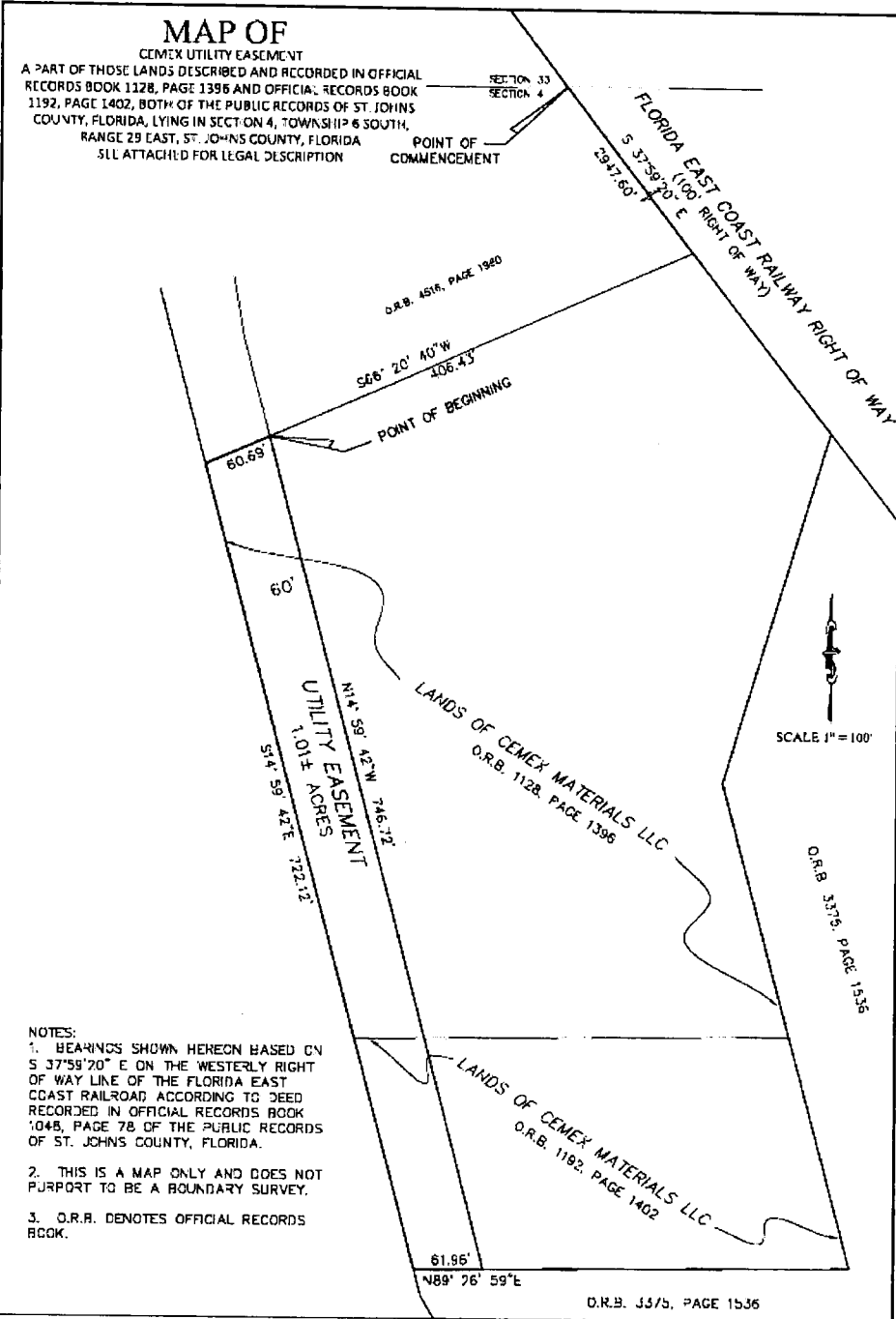
EXHIBIT "A"

EASEMENT AREA

A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1396 AND THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1192, PAGE 1402 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, WITH THE NORTH LINE OF SAID SECTION 4; THENCE SOUTH 37 DEGREES 59 MINUTES 20 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 2947.60 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1396; THENCE SOUTH 66 DEGREES 20 MINUTES 40 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, 406.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66 DEGREES 20 MINUTES 40 SECONDS WEST, ALONG SAID NORTHERLY LINE, 60.69 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 14 DEGREES 59 MINUTES 42 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LANDS AND THE WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1192, PAGE 1402, 722.12 FEET TO THE SOUTHWEST CORNER OF LAST SAID LANDS; THENCE NORTH 89 DEGREES 26 MINUTES 59 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1192, PAGE 1402, 61.96 FEET; THENCE NORTH 14 DEGREES 59 MINUTES 42 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 60.00 FEET EASTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1396 AND SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1192, PAGE 1402, 746.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.01 ACRES MORE OR LESS.



CERTIFY TO: CEMEX MATERIALS LLC, ST. JOHNS COUNTY

THIS MAP MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 55, F.S. § 55-17.01 & § 55-17.052, F.A.C.

Brenda D Catone
2022.08.03 09:27:37 -04

BREND A D CATONE, PSM REGISTRATION 25447

DEGROVE
Surveyors, Inc.
CORPORATE SQUARE BLVD.
JACKSONVILLE, FL 32216
(904) 722-0400

STATE OF FLORIDA
Professional Surveyor and Mapper
Registration Number 25447

DATE: JUNE 30, 2022 **SCALE: 1" = 100'** **L.H. 34601** **Revised 6-1-22**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOH #2022117

Exhibit "B" to Resolution

EASEMENT AGREEMENT FOR UTILITIES

THIS EASEMENT AGREEMENT (the "Easement") executed and given this 18th day of August, 2022, by and between **SMYRNA READY MIX CONCRETE, LLC**, a Tennessee limited liability company, with an address of 1000 Hollingshead Circle, Murfreesboro, Tennessee 37129, hereinafter called "Grantor" and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 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 over and across the area depicted on the attached Exhibit B, incorporated herein by reference (the "Ingress/Egress Area"). The Easement Area is to be used 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 consistent with the rights

herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove 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 amended instrument in recordable form abandoning the current Easement Area and 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 the Utility Lines and Associated Equipment, 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.

6. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any property to the general public or for the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Easement Agreement shall be strictly limited to and for the purposes herein expressed.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES FOUND ON FOLLOWING PAGE]

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:

SMYRNA READY MIX CONCRETE,
LLC, a Tennessee limited liability company

[Signature]
Witness

By: [Signature]
Printed Name: Jeff Hollingshead
Its: CEO

J.D. Kious
Print Name

[Signature]
Witness

Daniel Gauka
Print Name

State of Tennessee)
)
County of Rutherford)

Personally appeared before me, a notary public in and for the state and county
aforementioned, Jeff Hollingshead, with whom I am personally acquainted or proved to
me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to
be Chief Executive Officer of Smyrna Ready Mix Concrete, LLC and that he as such
Chief Executive Officer executed the foregoing instrument for the purposes therein
contained, by signing the name of the company by himself as Chief Executive Officer.

WITNESS MY HAND and official seal on this the 18th day of
August, 2022.

[Signature]
Notary Public
My commission expires: 1/11/2026

Personally Known or
 Produced Identification
Type of Identification Produced _____



IN WITNESS WHEREOF, Grantee 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:

ST. JOHNS COUNTY, FLORIDA

Witness

By: _____

Printed Name: _____

Its: _____

Print Name

Witness

Print Name

State of Florida)

)

County of _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____ as _____ for St. Johns County, Florida, on behalf of St. Johns County, Florida.

Notary Public

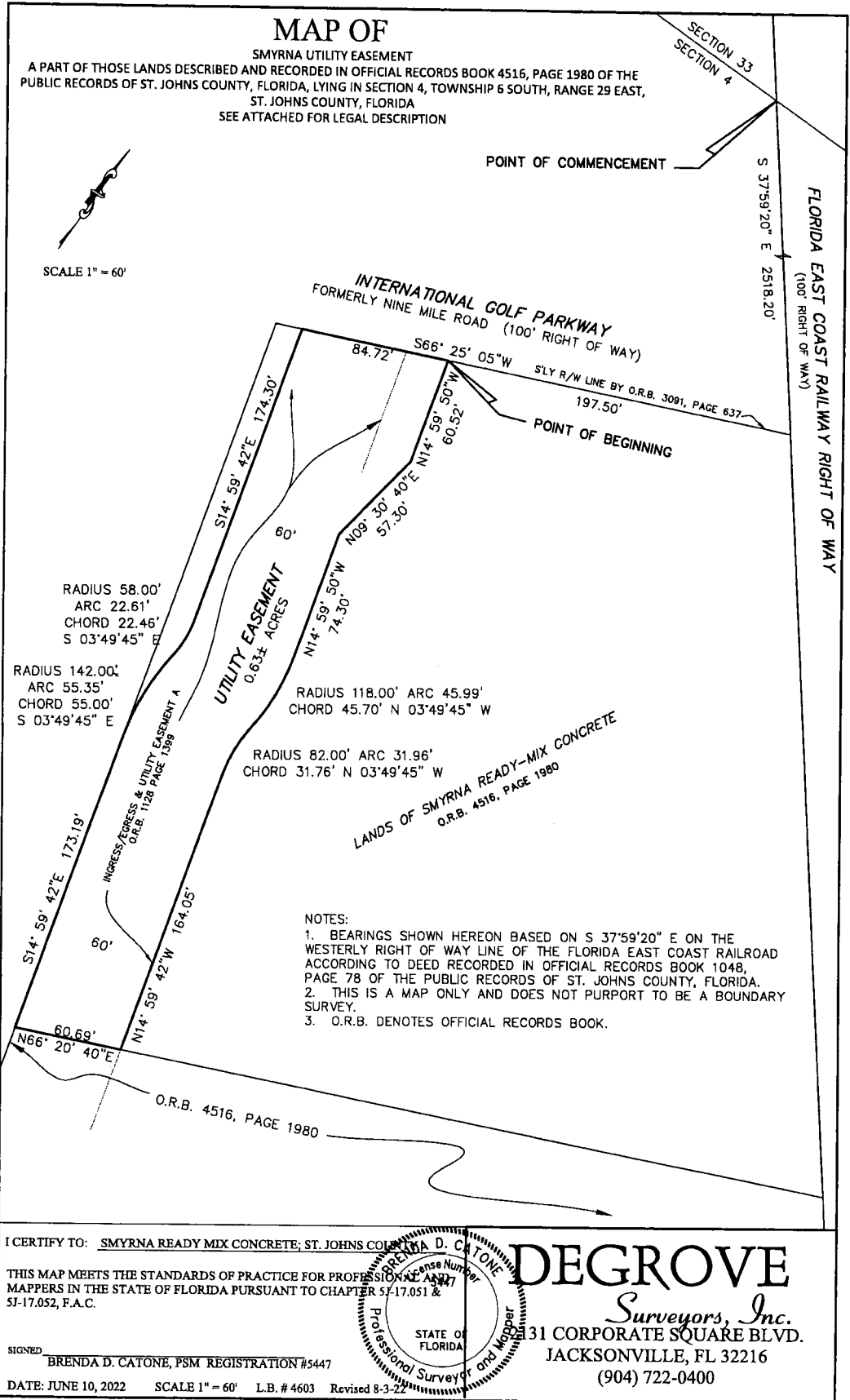
My commission expires: _____

____ Personally Known or

____ Produced Identification

Type of Identification Produced _____

Exhibit "A"

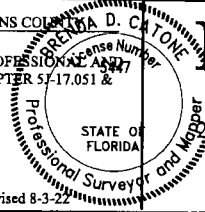


I CERTIFY TO: SMYRNA READY MIX CONCRETE, ST. JOHNS COUNTY, FLORIDA

THIS MAP MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER SJ-17.051 & SJ-17.052, F.A.C.

SIGNED
 BRENDA D. CATONE, PSM REGISTRATION #5447

DATE: JUNE 10, 2022 SCALE 1" = 60' L.B. # 4603 Revised 8-3-22



DEGROVE
 Surveyors, Inc.
 31 CORPORATE SQUARE BLVD.
 JACKSONVILLE, FL 32216
 (904) 722-0400

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB #2022137

DEGROVE

SURVEYORS, INC

SMYRNA UTILITY EASEMENT

A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4516, PAGE 1980 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, WITH THE NORTH LINE OF SAID SECTION 4; THENCE SOUTH 37 DEGREES 59 MINUTES 20 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 2518.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3091, PAGE 637 OF SAID PUBLIC RECORDS; THENCE SOUTH 66 DEGREES 25 MINUTES 05 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 197.50 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 66 DEGREES 25 MINUTES 05 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 84.72 FEET TO THE WESTERLY LINE OF INGRESS EGRESS AND UTILITY EASEMENT A, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1399 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WESTERLY LINE, THE FOLLOWING THREE COURSES: COURSE NO. 1) SOUTH 14 DEGREES 59 MINUTES 42 SECONDS EAST, 174.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 58.00 FEET; COURSE NO. 2) THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.61, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 49 MINUTES 45 SECONDS EAST, 22.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 142.00 FEET; COURSE NO. 3) THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 55.35, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 49 MINUTES 45 SECONDS EAST, 55.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, LYING ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4516, PAGE 1980 OF SAID PUBLIC RECORDS; THENCE SOUTH 14 DEGREES 59 MINUTES 42 SECONDS EAST, ALONG SAID WESTERLY LINE, ALSO BEING THE WESTERLY LINE OF AFORESAID INGRESS EGRESS AND UTILITY EASEMENT A, 173.19 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1396 OF SAID PUBLIC RECORDS; THENCE NORTH 66 DEGREES 20 MINUTES 40 SECONDS EAST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1396, 60.69 FEET TO THE EASTERLY LINE OF SAID INGRESS EGRESS AND UTILITY EASEMENT A, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1399; THENCE ALONG SAID EASTERLY EASEMENT LINE, THE FOLLOWING FOUR COURSES: COURSE NO. 1: NORTH 14 DEGREES 59 MINUTES 42 SECONDS WEST, 164.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 82.00 FEET; COURSE NO. 2) THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 49 MINUTES 45 SECONDS WEST, 31.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 118.00 FEET; COURSE NO. 3) THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 45.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 49 MINUTES 45 SECONDS WEST, 45.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4) NORTH 14 DEGREES 59 MINUTES 50 SECONDS WEST, 74.30 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 40 SECONDS EAST, LEAVING SAID EASTERLY LINE, 57.30 FEET; THENCE NORTH 14 DEGREES 59 MINUTES 50 SECONDS WEST, 60.52 FEET TO THE POINT OF BEGINNING.

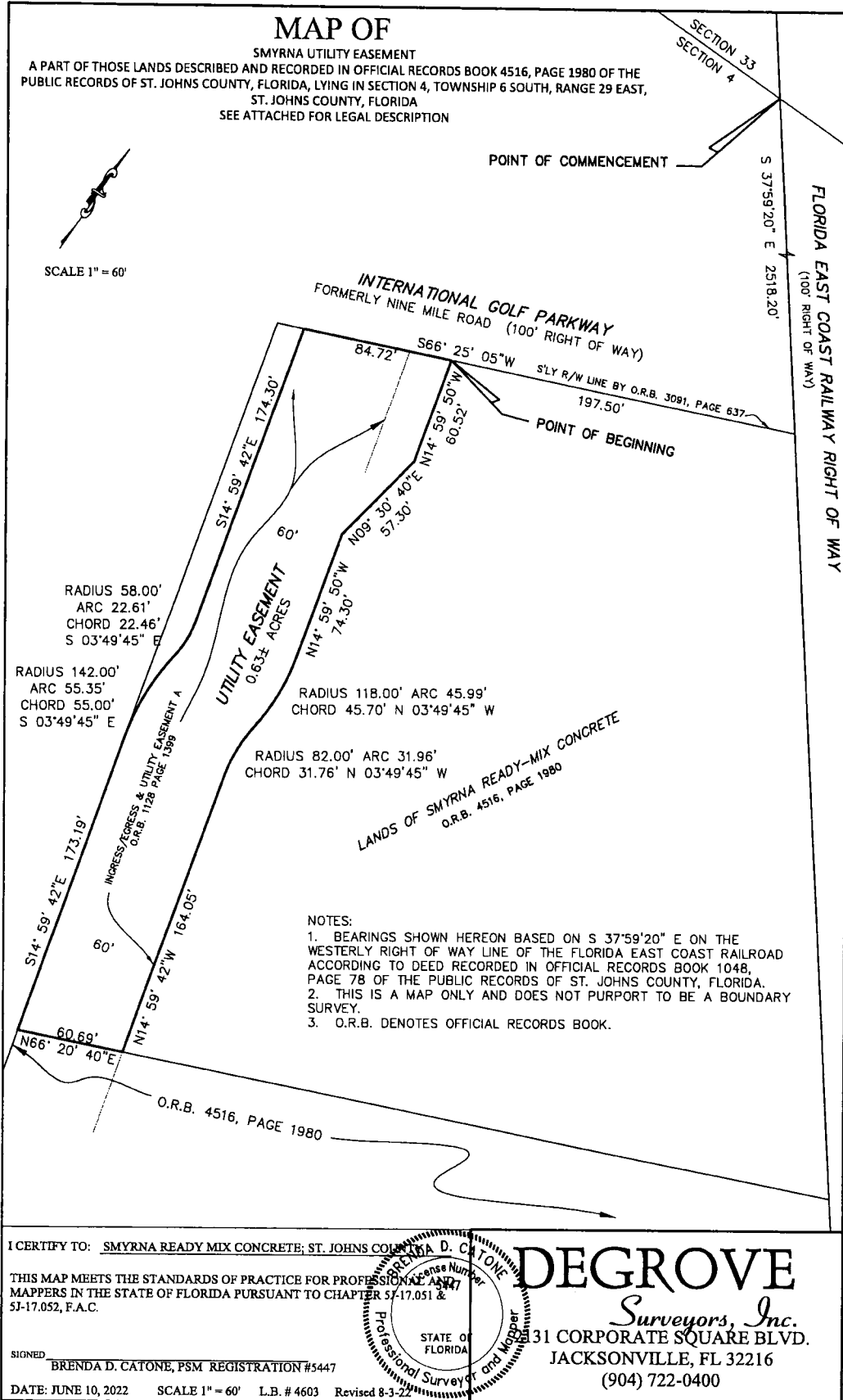
CONTAINING 0.63 ACRES MORE OR LESS.

2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FLORIDA 32216
(904) 722 0400 • FAX (904) 722 0402

605 N.W. 53rd AVENUE • Suite A11a
GAINESVILLE, FLORIDA 32609
(352) 338-9667 • FAX (352) 338-9677

DEGROVE@DEGROVE.COM

Exhibit "B"

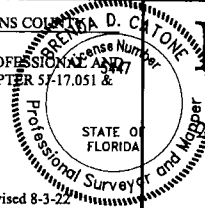


I CERTIFY TO: SMYRNA READY MIX CONCRETE; ST. JOHNS COUNTY

THIS MAP MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 & 5J-17.052, F.A.C.

SIGNED
BRENDA D. CATONE, PSM REGISTRATION #5447

DATE: JUNE 10, 2022 SCALE 1" = 60' L.B. # 4603 Revised 8-3-22



DEGROVE
Surveyors, Inc.
 31 CORPORATE SQUARE BLVD.
 JACKSONVILLE, FL 32216
 (904) 722-0400

DEGROVE

SURVEYORS, INC

SMYRNA UTILITY EASEMENT

A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4516, PAGE 1980 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, WITH THE NORTH LINE OF SAID SECTION 4; THENCE SOUTH 37 DEGREES 59 MINUTES 20 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 2518.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3091, PAGE 637 OF SAID PUBLIC RECORDS; THENCE SOUTH 66 DEGREES 25 MINUTES 05 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 197.50 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 66 DEGREES 25 MINUTES 05 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 84.72 FEET TO THE WESTERLY LINE OF INGRESS EGRESS AND UTILITY EASEMENT A, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1399 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WESTERLY LINE, THE FOLLOWING THREE COURSES: COURSE NO. 1) SOUTH 14 DEGREES 59 MINUTES 42 SECONDS EAST, 174.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 58.00 FEET; COURSE NO. 2) THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.61, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 49 MINUTES 45 SECONDS EAST, 22.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 142.00 FEET; COURSE NO. 3) THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 55.35, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 49 MINUTES 45 SECONDS EAST, 55.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, LYING ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4516, PAGE 1980 OF SAID PUBLIC RECORDS; THENCE SOUTH 14 DEGREES 59 MINUTES 42 SECONDS EAST, ALONG SAID WESTERLY LINE, ALSO BEING THE WESTERLY LINE OF AFORESAID INGRESS EGRESS AND UTILITY EASEMENT A, 173.19 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1396 OF SAID PUBLIC RECORDS; THENCE NORTH 66 DEGREES 20 MINUTES 40 SECONDS EAST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1396, 60.69 FEET TO THE EASTERLY LINE OF SAID INGRESS EGRESS AND UTILITY EASEMENT A, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 1399; THENCE ALONG SAID EASTERLY EASEMENT LINE, THE FOLLOWING FOUR COURSES: COURSE NO. 1: NORTH 14 DEGREES 59 MINUTES 42 SECONDS WEST, 164.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 82.00 FEET; COURSE NO. 2) THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 49 MINUTES 45 SECONDS WEST, 31.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 118.00 FEET; COURSE NO. 3) THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 45.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 49 MINUTES 45 SECONDS WEST, 45.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4) NORTH 14 DEGREES 59 MINUTES 50 SECONDS WEST, 74.30 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 40 SECONDS EAST, LEAVING SAID EASTERLY LINE, 57.30 FEET; THENCE NORTH 14 DEGREES 59 MINUTES 50 SECONDS WEST, 60.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.63 ACRES MORE OR LESS.

2131 CORPORATE SQUARE BLVD.
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(352) 338-9667 • FAX (352) 338-9677

DEGROVE@DEGROVE.COM

Exhibit "C" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 25 day of August, 2022, by **INDUSTRY PLACE PROPERTY, LLC**, a Florida limited liability company, with an address of 87 Ponte Vedra Boulevard, Ponte Vedra Beach, Florida 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, Florida 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. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** 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 on Grantor's property 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:

INDUSTRY PLACE PROPERTY, LLC, a
Florida limited liability company

Constance J. Smith
Witness

By: [Signature]
Printed Name: ROBERT B. BAKER
Its: SOLE MEMBER

Constance J. Smith
Print Name

[Signature]
Witness

Tyler Wall
Print Name

STATE OF ^{GEORGIA} ~~FLORIDA~~
COUNTY OF Chatham

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of August, 2022, by Robert B. Baker as Sole Member for Industry Place Property, LLC, a Florida limited liability company, on behalf of the company.

Constance J. Smith
Notary Public
My Commission Expires: Jan. 4, 2026

Personally Known or
 Produced Identification
Type of Identification Produced _____

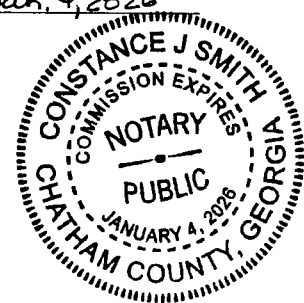
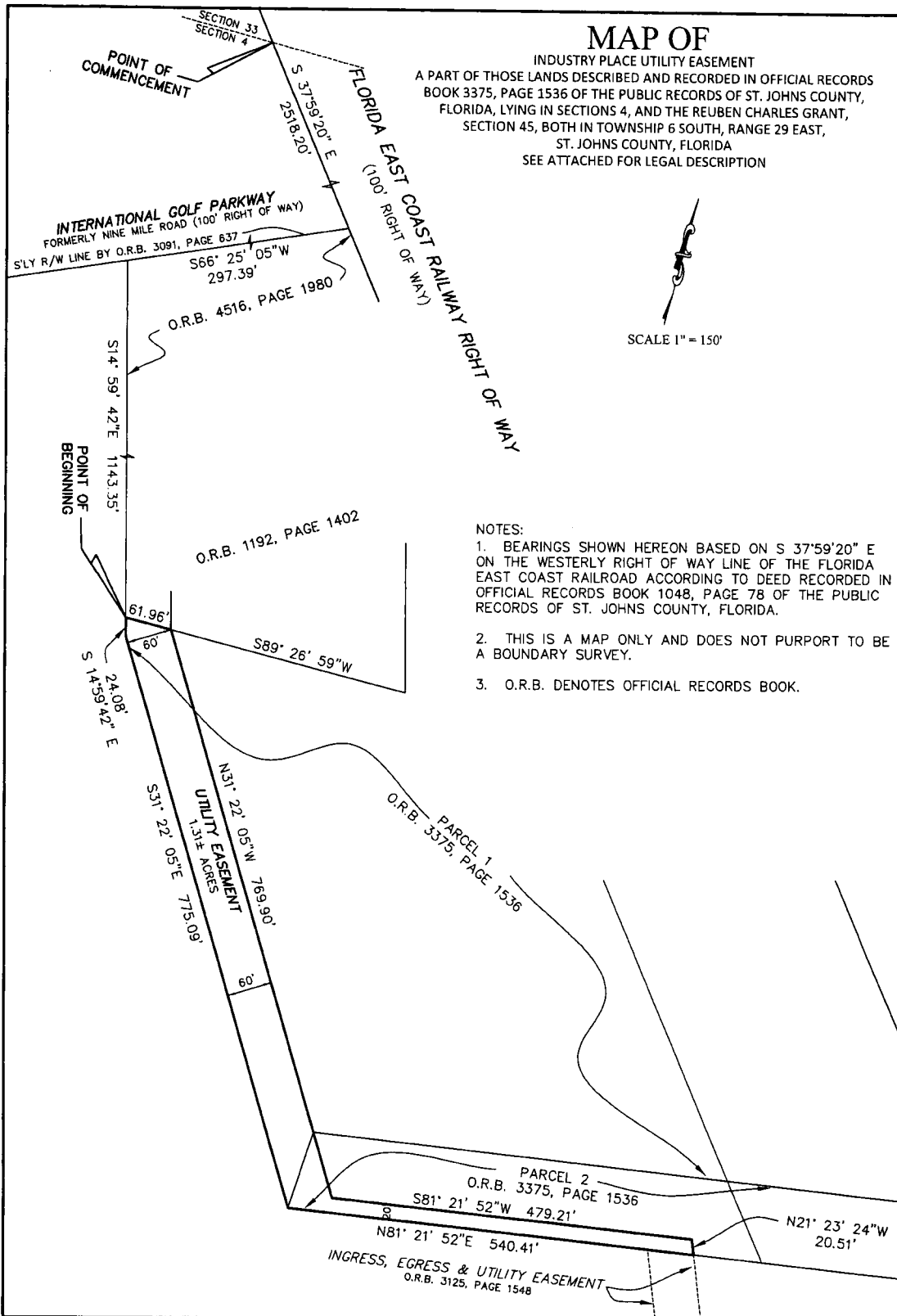


Exhibit "A"



MAP OF

INDUSTRY PLACE UTILITY EASEMENT
 A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS
 BOOK 3375, PAGE 1536 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,
 FLORIDA, LYING IN SECTIONS 4, AND THE REUBEN CHARLES GRANT,
 SECTION 45, BOTH IN TOWNSHIP 6 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA
 SEE ATTACHED FOR LEGAL DESCRIPTION

SCALE 1" = 150'

NOTES:

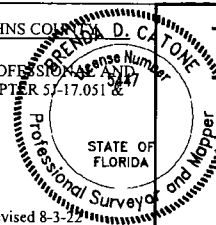
1. BEARINGS SHOWN HEREON BASED ON S 37°59'20" E ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 1048, PAGE 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
3. O.R.B. DENOTES OFFICIAL RECORDS BOOK.

I CERTIFY TO: INDUSTRY PLACE PROPERTY, LLC; ST. JOHNS COUNTY, FLORIDA

THIS MAP MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 & 5J-17.052, F.A.C.

SIGNED: BRENDA D. CATONE, PSM REGISTRATION #5447

DATE: JUNE 10, 2022 SCALE 1" = 150' L.B. # 4603 Revised 8-3-17



DEGROVE

Surveyors, Inc.

131 CORPORATE SQUARE BLVD.
 JACKSONVILLE, FL 32216
 (904) 722-0400

DEGROVE

SURVEYORS, INC.

INDUSTRY PLACE UTILITY EASEMENT

A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3375, PAGE 1536 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTIONS 4, AND THE REUBEN CHARLES GRANT, SECTION 45, BOTH IN TOWNSHIP 6 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

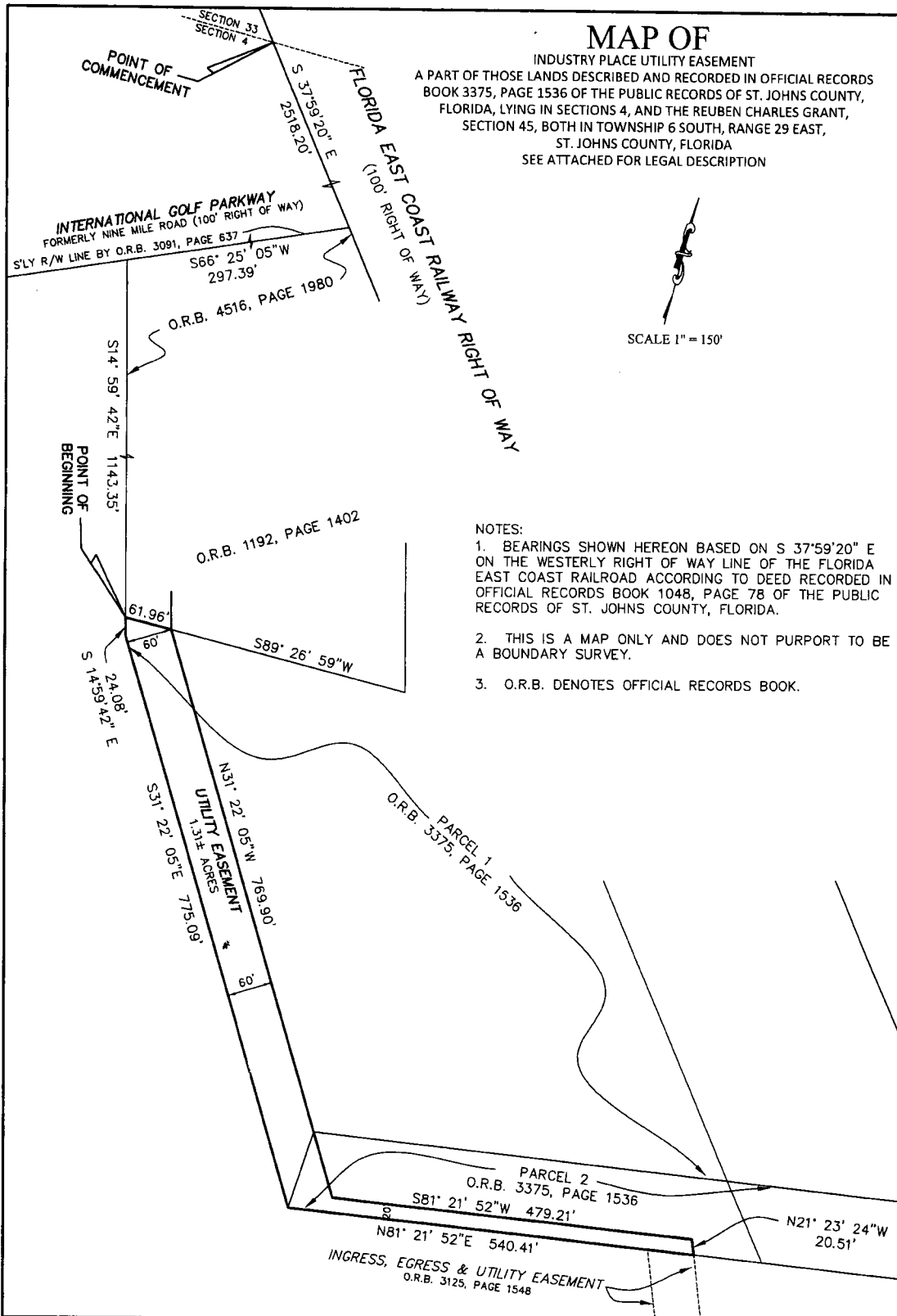
COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, WITH THE NORTH LINE OF SECTION 4, OF SAID TOWNSHIP 6 SOUTH, RANGE 29 EAST; THENCE SOUTH 37 DEGREES 59 MINUTES 20 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 2518.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3091, PAGE 637 OF SAID PUBLIC RECORDS; THENCE SOUTH 66 DEGREES 25 MINUTES 05 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 297.39 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 4516, PAGE 1980; THENCE SOUTH 14 DEGREES 59 MINUTES 42 SECONDS EAST, ALONG SAID WESTERLY LINE AND ITS SOUTHERLY PROJECTION, 1143.35 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1195, PAGE 1402 OF SAID PUBLIC RECORDS, ALSO BEING A NORTHWESTERLY CORNER OF PARCEL 1, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3375, PAGE 1536, OF SAID PUBLIC RECORDS AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 14 DEGREES 59 MINUTES 42 SECONDS EAST, ALONG A WESTERLY LINE OF SAID PARCEL 1, 24.08 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 31 DEGREES 22 MINUTES 05 SECONDS EAST, ALONG A SOUTHWESTERLY LINE OF SAID PARCEL 1, 775.09 FEET TO THE SOUTHWEST CORNER OF PARCEL 2, AS DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS BOOK 3375, PAGE 1536; THENCE NORTH 81 DEGREES 21 MINUTES 52 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL 2 540.41 FEET TO THE NORTHEAST CORNER OF THAT INGRESS, EGRESS AND UTILITY EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3125, PAGE 1548 OF SAID PUBLIC RECORDS; THENCE NORTH 21 DEGREES 23 MINUTES 24 SECONDS WEST, ALONG THE NORTHERLY PROJECTION OF THE EASTERLY LINE OF SAID INGRESS, EGRESS AND UTILITY EASEMENT, 20.51 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 52 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 20 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE OF PARCEL 2, 479.21 FEET; THENCE NORTH 31 DEGREES 22 MINUTES 05 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 60 FEET NORTHEASTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF PARCEL 1, 769.90 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1192, PAGE 1402; THENCE SOUTH 89 DEGREES 26 MINUTES 59 SECONDS WEST, ALONG SAID SOUTH LINE, 61.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.31 ACRES MORE OR LESS.

2131 CORPORATE SQUARE BLVD.
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(904) 722 0400 • FAX (904) 722 0402

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GAINESVILLE, FLORIDA 32609
(352) 338-9667 • FAX (352) 338-9677

Exhibit "B"



MAP OF

INDUSTRY PLACE UTILITY EASEMENT
 A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS
 BOOK 3375, PAGE 1536 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,
 FLORIDA, LYING IN SECTIONS 4, AND THE REUBEN CHARLES GRANT,
 SECTION 45, BOTH IN TOWNSHIP 6 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA
 SEE ATTACHED FOR LEGAL DESCRIPTION



NOTES:

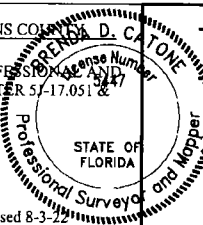
1. BEARINGS SHOWN HEREON BASED ON S 37°59'20" E ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 1048, PAGE 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
3. O.R.B. DENOTES OFFICIAL RECORDS BOOK.

I CERTIFY TO: INDUSTRY PLACE PROPERTY, LLC; ST. JOHNS COUNTY, FLORIDA

THIS MAP MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYING AND MAPPING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 & 5J-17.052, F.A.C.

SIGNED: BRENDA D. CATONE, PSM REGISTRATION #5447

DATE: JUNE 10, 2022 SCALE 1" = 150' L.B. # 4603 Revised 8-3-17



DEGROVE

Surveyors, Inc.

131 CORPORATE SQUARE BLVD.
 JACKSONVILLE, FL 32216
 (904) 722-0400

DEGROVE

SURVEYORS, INC.

INDUSTRY PLACE UTILITY EASEMENT

A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3375, PAGE 1536 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTIONS 4, AND THE REUBEN CHARLES GRANT, SECTION 45, BOTH IN TOWNSHIP 6 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, WITH THE NORTH LINE OF SECTION 4, OF SAID TOWNSHIP 6 SOUTH, RANGE 29 EAST; THENCE SOUTH 37 DEGREES 59 MINUTES 20 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 2518.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3091, PAGE 637 OF SAID PUBLIC RECORDS; THENCE SOUTH 66 DEGREES 25 MINUTES 05 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 297.39 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 4516, PAGE 1980; THENCE SOUTH 14 DEGREES 59 MINUTES 42 SECONDS EAST, ALONG SAID WESTERLY LINE AND ITS SOUTHERLY PROJECTION, 1143.35 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1195, PAGE 1402 OF SAID PUBLIC RECORDS, ALSO BEING A NORTHWESTERLY CORNER OF PARCEL 1, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3375, PAGE 1536, OF SAID PUBLIC RECORDS AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 14 DEGREES 59 MINUTES 42 SECONDS EAST, ALONG A WESTERLY LINE OF SAID PARCEL 1, 24.08 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 31 DEGREES 22 MINUTES 05 SECONDS EAST, ALONG A SOUTHWESTERLY LINE OF SAID PARCEL 1, 775.09 FEET TO THE SOUTHWEST CORNER OF PARCEL 2, AS DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS BOOK 3375, PAGE 1536; THENCE NORTH 81 DEGREES 21 MINUTES 52 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL 2 540.41 FEET TO THE NORTHEAST CORNER OF THAT INGRESS, EGRESS AND UTILITY EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3125, PAGE 1548 OF SAID PUBLIC RECORDS; THENCE NORTH 21 DEGREES 23 MINUTES 24 SECONDS WEST, ALONG THE NORTHERLY PROJECTION OF THE EASTERLY LINE OF SAID INGRESS, EGRESS AND UTILITY EASEMENT, 20.51 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 52 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 20 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE OF PARCEL 2, 479.21 FEET; THENCE NORTH 31 DEGREES 22 MINUTES 05 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 60 FEET NORTHEASTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF PARCEL 1, 769.90 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1192, PAGE 1402; THENCE SOUTH 89 DEGREES 26 MINUTES 59 SECONDS WEST, ALONG SAID SOUTH LINE, 61.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.31 ACRES MORE OR LESS.

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GAINESVILLE, FLORIDA 32609
(352) 338-9667 • FAX (352) 338-9677

Exhibit "D" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 8th day of September, 2022 by **UBD SOUTH, LLC**, a Florida limited liability company, with an address of 6924 Distribution Avenue South, Jacksonville, FL 32256, 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 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. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** 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:

[Signature]
Witness

Natalie Goughagan
Print Name

UBD SOUTH, LLC, a Florida
limited liability company

By: [Signature]
DAVID O. DOSTIE

Its: Manager

[Signature]
Witness

[Signature]
Print Name

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of September, 2022, by David O. Dostie, as Manager for UBD South, LLC, a Florida limited liability company, on behalf of the company.

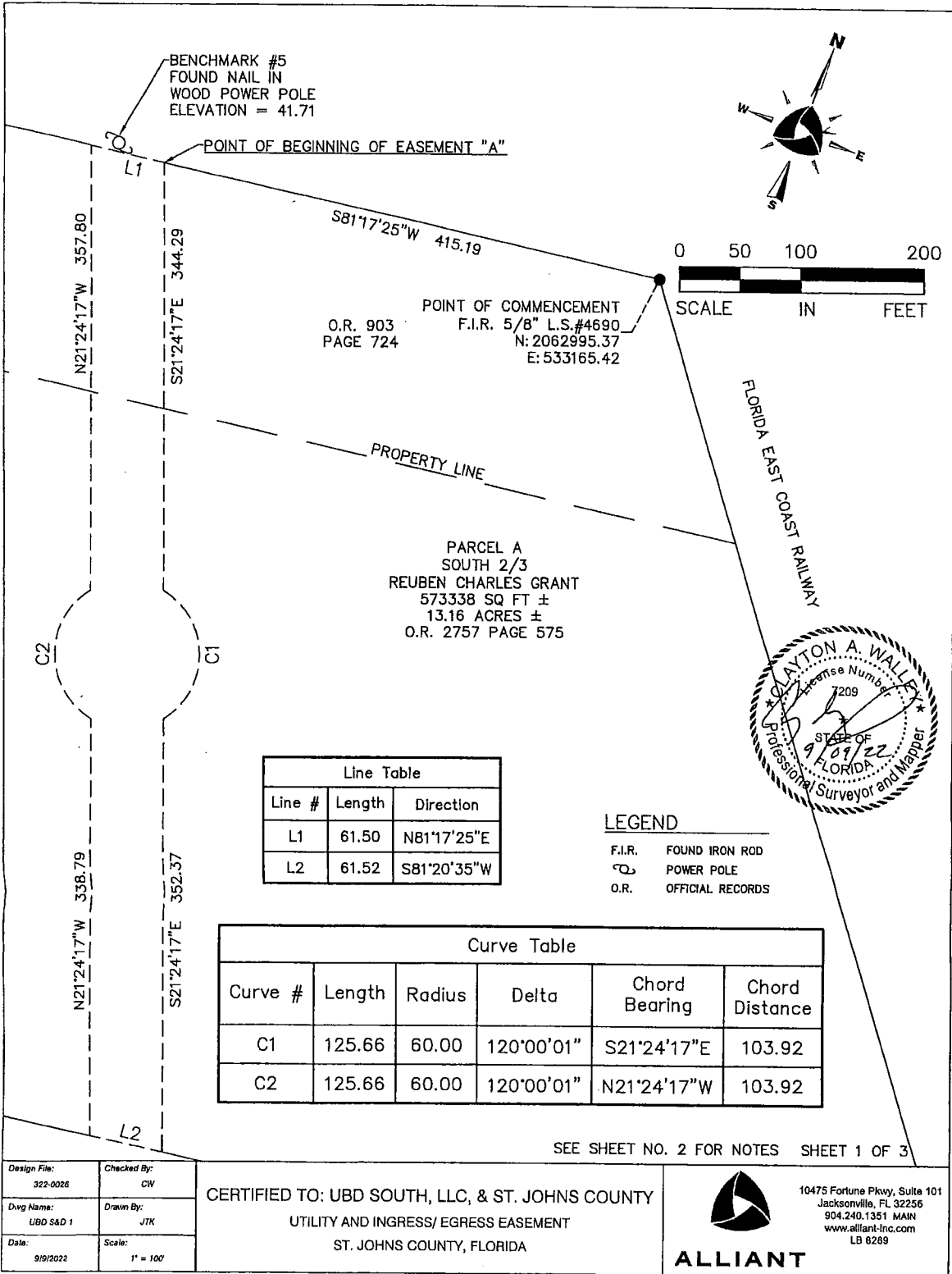


Denise M. Haller
Comm. #HH056607
Expires: Nov. 26, 2024
Bonded Thru Aaron Notary

[Signature]
Notary Public
My Commission Expires: 11/26/24

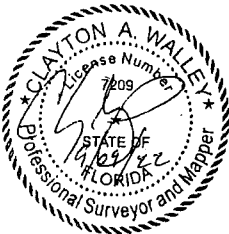
Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"



UTILITY AND INGRESS/ EGRESS EASEMENT LEGAL DESCRIPTION
 SAID EASEMENT "A" IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LANDS DESCRIBED IN O.R. 903 PAGE 724; THENCE S 81°17'25" W, FOR A DISTANCE OF 415.19 FEET ALONG THE NORTHERLY LINE OF PREVIOUSLY DESCRIBED LANDS TO THE POINT OF BEGINNING OF EASEMENT; THENCE DEPARTING SAID LANDS S 21°24'17" E, FOR A DISTANCE OF 344.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 120°00'01", HAVING A RADIUS OF 60.00 FEET, AND WHOSE LONG CHORD BEARS S 21°24'17" E FOR A DISTANCE OF 103.92 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 21°24'17" E, FOR A DISTANCE OF 352.37 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN O.R. 2757 PAGE 575; THENCE ALONG SAID PROPERTY LINE S 81°20'35" W, FOR A DISTANCE OF 61.52 FEET; THENCE DEPARTING SAID PROPERTY LINE N 21°24'17" W, FOR A DISTANCE OF 338.79 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 120°00'01", HAVING A RADIUS OF 60.00 FEET, AND WHOSE LONG CHORD BEARS N 21°24'17" W, FOR A DISTANCE OF 103.92 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE N 21°24'17" W, FOR A DISTANCE OF 357.80 FEET, RETURNING TO THE NORTHERLY PROPERTY LINE OF O.R. 903 PAGE 724; THENCE N 81°17'25" E, FOR A DISTANCE OF 61.50 FEET TO THE POINT OF BEGINNING OF EASEMENT.



NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON S 81°17'25" W BEING THE NORTHERLY RIGHT OF WAY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD 903, PAGE 724 AS RECORDED IN OFFICIAL RECORDS BOOK 1048, PAGE 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE SUCH.
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS MAP THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET 2 OF 3

Design File: 322-0026	Checked By: CW
Dwg Name: UBD S&D 1	Drawn By: JTK
Date: 9/9/2022	Scale: 1" = 100'

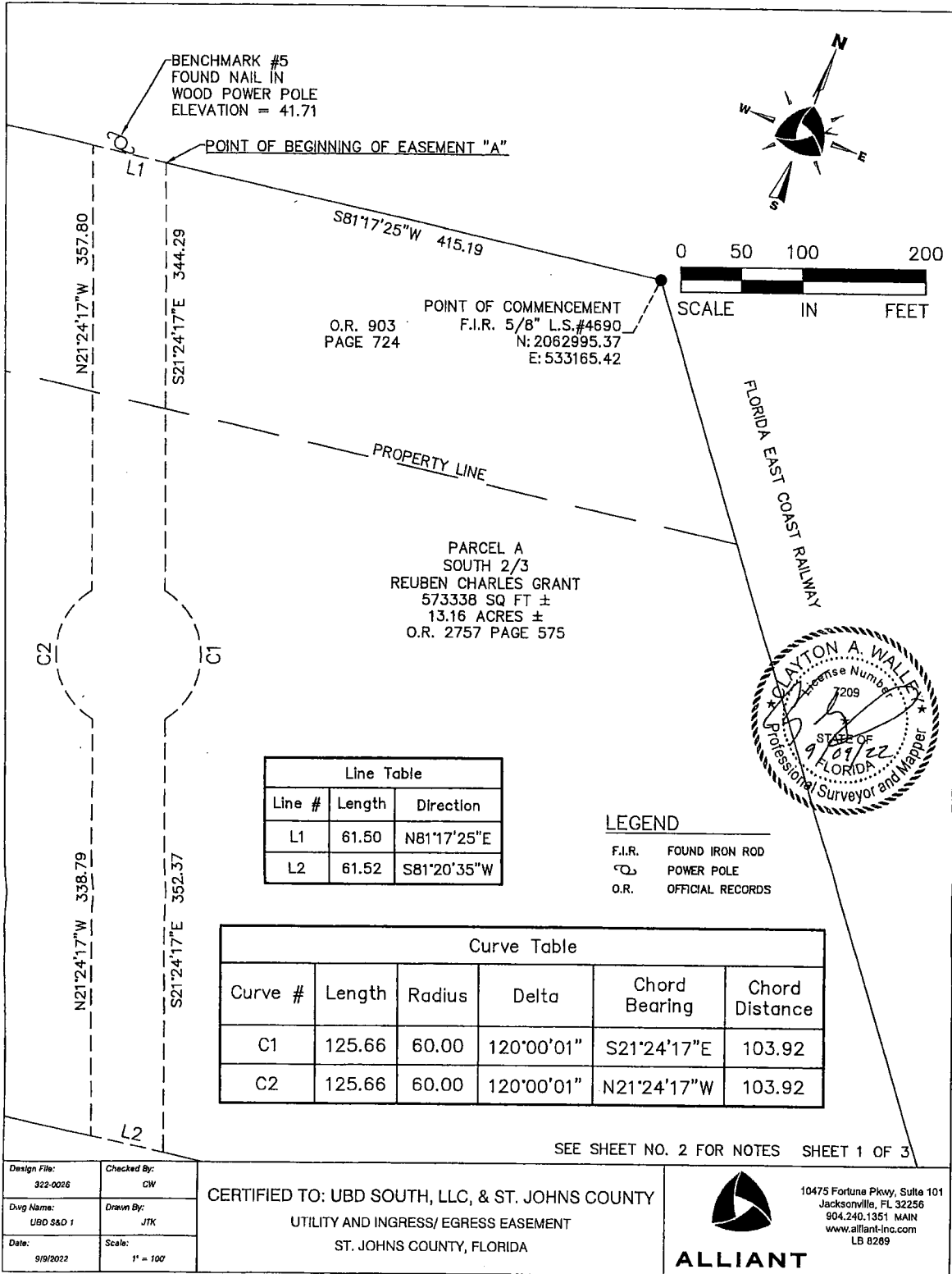
CERTIFIED TO: UBD SOUTH, LLC, & ST. JOHNS COUNTY
 UTILITY AND INGRESS/ EGRESS EASEMENT EXHIBIT
 ST. JOHNS COUNTY, FLORIDA



ALLIANT

10475 Fortune Pkwy, Suite 101
 Jacksonville, FL 32256
 904.240.1351 MAIN
 www.alliant-inc.com
 LB 8289

Exhibit "B"



UTILITY AND INGRESS/ EGRESS EASEMENT LEGAL DESCRIPTION
 SAID EASEMENT "A" IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LANDS DESCRIBED IN O.R. 903 PAGE 724; THENCE S 81°17'25" W, FOR A DISTANCE OF 415.19 FEET ALONG THE NORTHERLY LINE OF PREVIOUSLY DESCRIBED LANDS TO THE POINT OF BEGINNING OF EASEMENT; THENCE DEPARTING SAID LANDS S 21°24'17" E, FOR A DISTANCE OF 344.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 120°00'01", HAVING A RADIUS OF 60.00 FEET, AND WHOSE LONG CHORD BEARS S 21°24'17" E FOR A DISTANCE OF 103.92 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 21°24'17" E, FOR A DISTANCE OF 352.37 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN O.R. 2757 PAGE 575; THENCE ALONG SAID PROPERTY LINE S 81°20'35" W, FOR A DISTANCE OF 61.52 FEET; THENCE DEPARTING SAID PROPERTY LINE N 21°24'17" W, FOR A DISTANCE OF 338.79 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 120°00'01", HAVING A RADIUS OF 60.00 FEET, AND WHOSE LONG CHORD BEARS N 21°24'17" W, FOR A DISTANCE OF 103.92 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE N 21°24'17" W, FOR A DISTANCE OF 357.80 FEET, RETURNING TO THE NORTHERLY PROPERTY LINE OF O.R. 903 PAGE 724; THENCE N 81°17'25" E, FOR A DISTANCE OF 61.50 FEET TO THE POINT OF BEGINNING OF EASEMENT.



NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON S 81°17'25" W BEING THE NORTHERLY RIGHT OF WAY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD 903, PAGE 724 AS RECORDED IN OFFICIAL RECORDS BOOK 1048, PAGE 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE SUCH.
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS MAP THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET 2 OF 3

Design File: 322-0026	Checked By: CW
Dwg Name: UBD S&D 1	Drawn By: JTK
Date: 9/9/2022	Scale: 1" = 100'

CERTIFIED TO: UBD SOUTH, LLC, & ST. JOHNS COUNTY
 UTILITY AND INGRESS/ EGRESS EASEMENT EXHIBIT
 ST. JOHNS COUNTY, FLORIDA



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Exhibit "E" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 6th day of September, 2022 by **UBD SOUTH, LLC**, a Florida limited liability company, with an address of 6924 Distribution Avenue South, Jacksonville, FL 32256, 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 & 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. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** 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:

Natalie Hoag
Witness

Natalie Geoghegan
Print Name

Lisa Marie Fortes
Witness

Lisa Marie Fortes
Print Name

UBD SOUTH, LLC, a Florida
limited liability company

By: David O. Dostie
DAVID O. DOSTIE
Its: Manager

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of September, 2022, by David O. Dostie, as Manager for UBD South, LLC, a Florida limited liability company, on behalf of the company.



Denise M. Haller
Comm. #HH056607
Expires: Nov. 26, 2024
Bonded Thru Aaron Notary

Denise M. Haller
Notary Public
My Commission Expires: 11/26/24

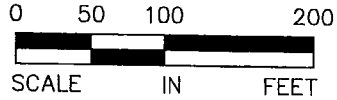
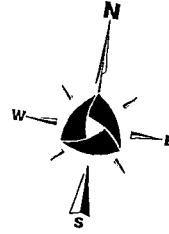
Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

UTILITY EASEMENT LEGAL DESCRIPTION

SAID EASEMENT "B" IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LANDS DESCRIBED IN O.R. 903 PAGE 724; THENCE S 81°17'25" W, FOR A DISTANCE OF 955.20 FEET ALONG THE NORTHERLY LINE OF PREVIOUSLY DESCRIBED LANDS; THENCE S 03°47'14" W, 31.79 FEET TO THE POINT OF BEGINNING OF EASEMENT "B"; THENCE N 81°15'17" E, FOR A DISTANCE OF 450.94 FEET; THENCE S 20°42'27" E, FOR A DISTANCE OF 52.35 FEET; THENCE N 68°42'23" E, FOR A DISTANCE OF 41.00 FEET TO THE POINT OF TERMINATION.



POINT OF COMMENCEMENT

F.I.R. 5/8" L.S.#4690
N: 2062995.37
E: 533165.42

BENCHMARK #5
FOUND NAIL IN
WOOD POWER POLE
ELEVATION = 41.71

S81°17'25"W 955.20

UTILITY EASEMENT

N81°15'17"E 450.94

POINT OF BEGINNING
EASEMENT "B"

POINT OF TERMINATION
EASEMENT "B"

O.R. 903
PAGE 724

PROPERTY LINE

PARCEL A
SOUTH 2/3
REUBEN CHARLES GRANT
573338 SQ FT ±
13.16 ACRES ±
O.R. 2757 PAGE 575

Line Table		
Line #	Length	Direction
L3	31.79	S03°47'14"W
L4	52.35	S20°42'27"E
L5	41.00	N68°42'23"E



SEE SHEET NO. 2 FOR NOTES SHEET 3 OF 3

Design File: 322-0026	Checked By: CW
Dwg Name: UBD S&D 1	Drawn By: JTK
Date: 9/9/2022	Scale: 1" = 100'

CERTIFIED TO: UBD SOUTH, LLC, & ST. JOHNS COUNTY
UTILITY AND INGRESS/ EGRESS EASEMENT
ST. JOHNS COUNTY, FLORIDA



ALLIANT

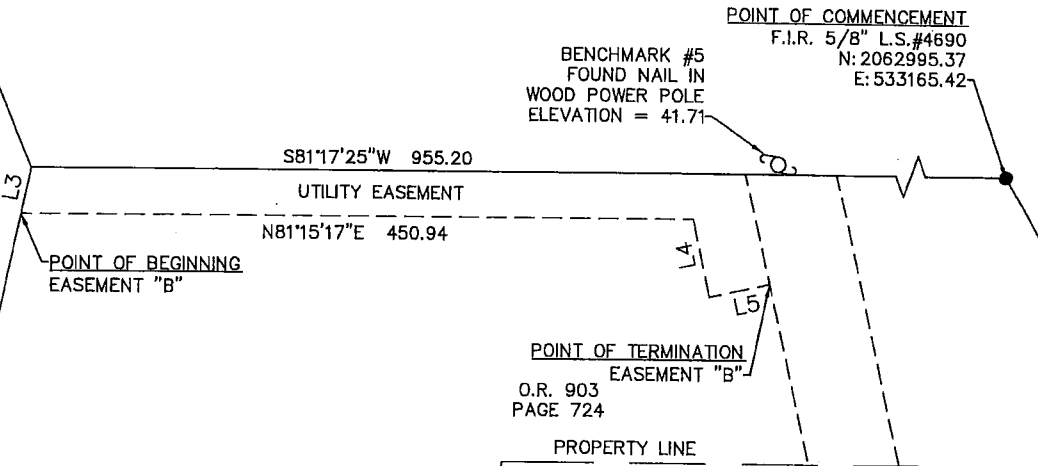
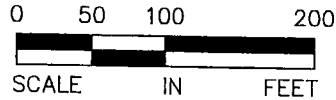
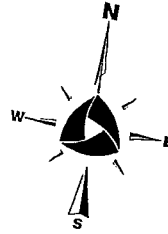
10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 6289

Exhibit "B"

UTILITY EASEMENT LEGAL DESCRIPTION

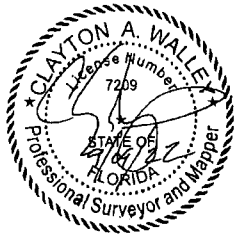
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Line Table		
Line #	Length	Direction
L3	31.79	S03°47'14"W
L4	52.35	S20°42'27"E
L5	41.00	N68°42'23"E

PARCEL A
SOUTH 2/3
REUBEN CHARLES GRANT
573338 SQ FT ±
13.16 ACRES ±
O.R. 2757 PAGE 575



SEE SHEET NO. 2 FOR NOTES SHEET 3 OF 3

Design File: 322-0026	Checked By: CW
Dwg Name: UBD S&D 1	Drawn By: JTK
Date: 9/9/2022	Scale: 1" = 100'

CERTIFIED TO: UBD SOUTH, LLC, & ST. JOHNS COUNTY
UTILITY AND INGRESS/EGRESS EASEMENT
ST. JOHNS COUNTY, FLORIDA



10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8289



BILL OF SALE
UTILITY IMPROVEMENTS
for

Smith and Thomas Industrial Park

United Brothers Development Corp., (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 Smith and Thomas Industrial Park"

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 7th of April, 2022.

WITNESS:

Derek Postie
Witness Signature

Derek Postie
Print Witness Name

OWNER:

David O. Dostie
Owner's Signature

David O. Dostie
Print Owner's Name

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of April, 2022, by David O. Dostie as owner for United Brothers Development Corp.

Denise M. Haller
Notary Public
My Commission Expires: 11/26/24

Personally Known or Produced Identification
Type of Identification Produced



Denise M. Haller
Comm. #HH056607
Expires: Nov. 26, 2024
Bonded Thru Aaron Notary

Exhibit "A" to Bill of Sale



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Smith Business Park
 Contractor: Florida Roads Contracting
 Developer: Smith Trucking

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4" DR 11 HDPE	LF	790	\$ 20.42	\$ 16,131.80
4" DR 18 PVC	LF	1620	\$ 13.39	\$ 21,691.80
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR 26 PVC	LF	549	\$ 38.60	\$ 21,191.40
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" DR 35 PVC	EA	6	\$ 1,234.00	\$ 7,404.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA	1	\$ 3,310.00	\$ 3,310.00
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA	1	\$ 6,440.00	\$ 6,440.00
> 12 foot deep	EA	2	\$ 7,511.00	\$ 15,022.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
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				\$ 91,191.00



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Smith Business Park

Contractor: Florida Roads Contracting

Developer: Smith Trucking

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
12' DR 11 HDPE	LF	831	\$ 81.21	\$ 67,485.51
C900 PVC	LF	2220	\$ 31.45	\$ 69,819.00
6" C900 PVC	LF	180	\$ 13.31	\$ 2,395.80
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
10" Gate Valve	Ea	4	\$ 1,672.00	\$ 6,688.00
6" Gate Valve	Ea	5	\$ 545.00	\$ 2,725.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" Fire Hydrant	Ea	5	\$ 3,232.00	\$ 16,160.00
2" Flushing Hydrant	Ea	2	\$ 362.00	\$ 724.00
			\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 165,997.31

Exhibit "G" to Resolution



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$257,188.31 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through February 23, 2013 to Smith Trucking Material, LLC to the following described property:

See Exhibit "A" Attached

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 26 of Nov, 2014.

WITNESS:

OWNER:

John R. Peiffer
Witness Signature

J. Richard Baker
Lienor's Signature

John R. Peiffer
Print Witness Name

J. Richard Baker
Print Lienor's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 26th day of November, 2014, by J. Richard Baker who is personally known to me or has produced _____ as identification.

7792241830

Lori E. Hicks
Notary Public

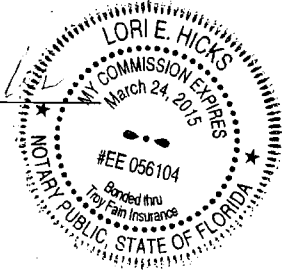




Exhibit "A" to Final Release of Lien
St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Smtih Business Park
Contractor:	Florida Roads Contracting
Developer:	Smith Trucking

Force Mains (Size, Type & Pipe Class)	UNIT	QUANTITY	UNIT COST	TOTAL COST
4" DR 11 HDPE	LF	790	\$ 20.42	\$ 16,131.80
4" DR 18 PVC	LF	1620	\$ 13.39	\$ 21,691.80
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
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8" DR 26 PVC	LF	549	\$ 38.60	\$ 21,191.40
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" DR 35 PVC	EA	6	\$ 1,234.00	\$ 7,404.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
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4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA	1	\$ 3,310.00	\$ 3,310.00
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA	1	\$ 6,440.00	\$ 6,440.00
> 12 foot deep	EA	2	\$ 7,511.00	\$ 15,022.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equioment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 91,191.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Smith Business Park
 Contractor: Florida Roads Contracting
 Developer: Smith Trucking

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
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C900 PVC	LF	2220	\$ 31.45	\$ 69,819.00
6" C900 PVC	LF	180	\$ 13.31	\$ 2,395.80
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
10" Gate Valve	Ea	4	\$ 1,672.00	\$ 6,688.00
6" Gate Valve	Ea	5	\$ 545.00	\$ 2,725.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" Fire Hydrant	Ea	5	\$ 3,232.00	\$ 16,160.00
2" Flushing Hydrant	Ea	2	\$ 362.00	\$ 724.00
			\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost			\$	165,997.31

Exhibit "H" to Resolution



**WARRANTY
UTILITY IMPROVEMENTS**

Date: April 7, 2022

Project Title: Smith and Thomas Industrial Park
St. Johns County, Florida

FROM: United Brothers Development Corp.
6924 Distribution Ave. S
Jacksonville, Florida 32256

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:

[Signature]
Contractor's Signature

Derek Dostie
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 7th day of April, 2022, by Derek Dostie as Project Manager for United Brothers Development.



Denise M. Haller
Comm. # HH056607
Expires: Nov. 26, 2024
Bonded Thru Aaron Notary

Denise M. Haller
Notary Public
My Commission Expires: 11/26/24

Personally Known or Produced Identification
Type of Identification Produced



Exhibit "I" 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: Smith Business Park
DATE: September 12, 2022

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 Smith Business Park

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.

