

RESOLUTION NO. 2022-388

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, A BILL OF SALE, A FINAL RELEASE OF LIEN, AND A WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE ST. JOHNS COMMERCE CENTER LOCATED OFF U.S. HIGHWAY 1 NORTH.**

**RECITALS**

**WHEREAS**, Sterling Ventures, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water system to serve St. Johns Commerce Center located off U.S. Highway 1 North, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

**WHEREAS**, Sterling Ventures, 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 St. Johns Commerce Center, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

**WHEREAS**, A.C.S. Utilities, 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 St. Johns Commerce Center, attached hereto as Exhibits “C” and “D”, incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit “E”, incorporated by reference and made a part hereof.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:**

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easement for Utilities, 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 18 day of October, 2022.

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

By:   
Henry Dean, Chair

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

Rendition Date 10/19/22

  
Deputy Clerk



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 23<sup>rd</sup> day of MAY, 2022  
by STERLING VENTURES LLC, with an address of  
23 PAANTHER LANE, SUITE 7, PONTEVEDRA, FL hereinafter called "Grantor" to  
ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida,  
whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called  
"Grantee".

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water meters over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or

desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. WATER SYSTEM - The Grantee shall maintain water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

[Signature]  
Witness Signature

SINA VENUS  
Print Name

[Signature]  
Witness Signature

MATT KEHL  
Print Name

By: [Signature]

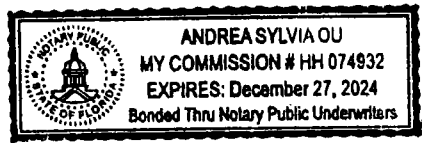
Print Name: James Stuby

Its: owner

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means  
of  physical presence or  online notarization, this 27<sup>th</sup> day of May

James Stuby, 2020, by  
James Stuby as owner  
for Stuby Ventures LLC.



[Signature]  
Notary Public  
My Commission Expires: December 27, 2024

Personally Known or Produced Identification  
Type of Identification Produced

Exhibit "A"

WATER METER EASEMENT - REVISED

That certain tract or parcel of land being a part of Block 4, Hilden Subdivision as recorded in Map Book 3, Page 59 of the Public Records of St. Johns County, Florida and being more particularly described as commencing at the Southeast corner of the lands described in Official Records Book 4880, Page 521 of said Public Records, said corner being situated at the intersection of the Southeasterly line of Second Street (a 40 foot right of way, now closed) with the Northeasterly right of way line of U. S. Highway No. 1 (a 150 foot right of way); thence North  $38^{\circ}02'47''$  West, along said Northerly right of way line of U. S. Highway No. 1, a distance of 331.97 feet to a point for the point of beginning; thence continue North  $38^{\circ}02'47''$  West, along said Northeasterly right of way line, 6.58 feet; thence North  $51^{\circ}57'13''$  East, 7.19 feet; thence South  $38^{\circ}02'47''$  East and parallel with said Northeasterly right of way line, 6.58 feet; thence South  $51^{\circ}57'13''$  West, 7.19 feet to the point of beginning.

# MAP SHOWING SKETCH OF

That certain tract or parcel of land being a part of Block 4, Hilden Subdivision as recorded in Map Book 3, Page 59 of the Public Records of St. Johns County, Florida and being more particularly described as commencing at the Southeast corner of the lands described in Official Records Book 4880, Page 521 of said Public Records, said corner being situated at the intersection of the Southeasterly line of Second Street (a 40 foot right of way, now closed) with the Northeasterly right of way line of U. S. Highway No. 1 (a 150 foot right of way); thence North 38°02'47" West, along said Northerly right of way line of U. S. Highway No. 1, a distance of 331.97 feet to a point for the point of beginning; thence continue North 38°02'47" West, along said Northeasterly right of way line, 6.58 feet; thence North 51°57'13" East, 7.19 feet; thence South 38°02'47" East and parallel with said Northeasterly right of way line, 6.58 feet; thence South 51°57'13" West, 7.19 feet to the point of beginning.

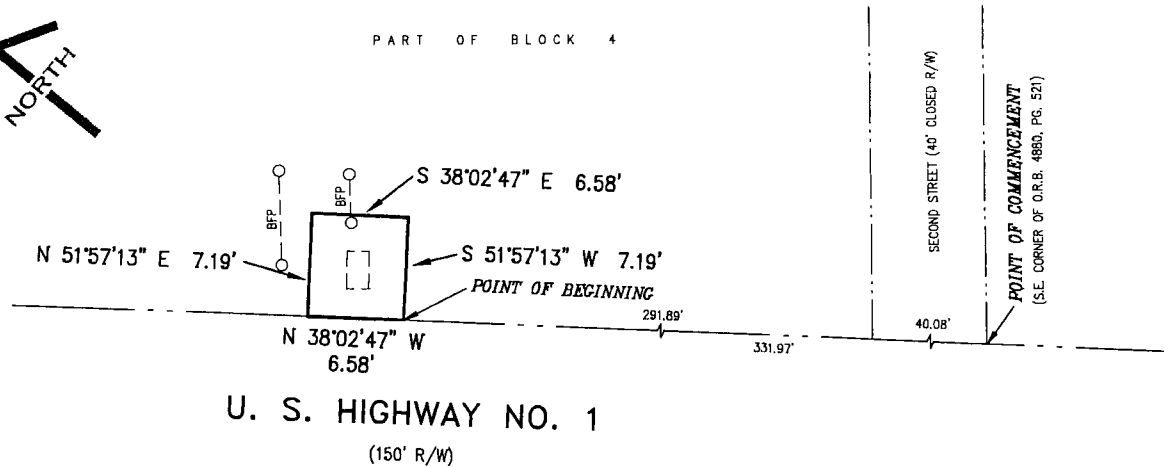
CERTIFICATION: The map and legal description shown hereon (NOT A SURVEY) meets the standards of practice for same as set forth by the Board of Professional Surveyors & Mappers, pursuant to Section 472.027, Florida Statutes.

SIGNED: *Lisa A. Davis*  
 Lisa A. Davis, Professional Surveyor & Mapper No. 6182

Date: July 28, 2022

prepared for:  
**STERLING VENTURES, LLC**

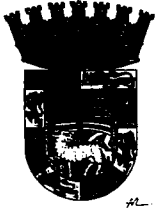
Scale: 1" = 10'



**ABBREVIATIONS**  
 BFP - BACKFLOW PREVENTER  
 O.R.B. - OFFICIAL RECORDS BOOK  
 PG. - PAGE  
 R/W - RIGHT OF WAY

UNLESS THIS MAP/REPORT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, IT IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

**CROASDELL COMPANY**  
 SITE PLANNING • SITE ENGINEERING • LAND SURVEYING  
 420 East Adams Street, Jacksonville, Florida 32202 - Phone 904.356.5848 - Fax 904.356.7824  
 EBLS 8219 WWW.CROASDELL.NET CROASDELL@GMAIL.COM SINCE 1925



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
**for**  
**(ST. JOHNS**  
**COMMERCE)**

(STERLING VENTURES LLC 23 PANTHER LANE SUITE 7, PONTE VEDRA, FL 32081), (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 (ST. JOHNS COMMERCE)" (*Note: The description listed should match the description listed on the "Release of Lien"*)

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 19th of May, 2022.

WITNESS:

[Signature]  
Witness Signature

SINA VENUS  
Print Witness Name

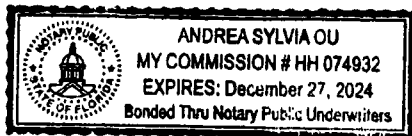
OWNER:

[Signature]  
Owner's Signature

James Sterling  
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 23<sup>rd</sup> day of May, 2022, by James Sterling as owner for Sterling Ventures LLC.



[Signature]  
Notary Public  
My Commission Expires December 27, 2024

Personally Known or Produced Identification  
Type of Identification Produced



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

Project Name: ST JOHNS COMMERCE  
 Contractor: ACS UTILITIES LLC  
 Developer: STERLING VENTURES LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
2"	LF	30	\$ 12.10	\$ 363.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
2" GATE VALVE	Ea	1	\$ 310.00	\$ 310.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 673.00</b>



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

Project Name: ST. JOHNS COMMERCE  
 Contractor: ACS UTILITES LLC  
 Developer: STERLING VENTURES,LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
8" DR 18	LF	30	\$ 16.00	\$ 480.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
16 X 8 TAP SLEEVE	Ea	1	\$ 1,023.00	\$ 1,023.00
8" TAP VALVE	Ea	1	\$ 1,192.00	\$ 1,192.00
8" GATE VALVE	Ea	1	\$ 982.00	\$ 982.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
2" Domestic	Ea	1	\$ 745.83	\$ 745.83
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 4,422.83</b>

Exhibit "C" to Resolution



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum (\$5,095.83, *Note: the value entered should match the total value listed in the schedule of values*) hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through (05/17/2022) to (STERLING VENTURES LLC), to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR (ST. JOHNS COMMERCE)” (*Note: The description listed should match the description listed on the “Bill of Sale”.*)

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 17 of May 2022

WITNESS:

Heather Crews  
Witness Signature

Heather Crews  
Print Witness Name

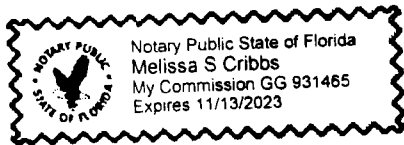
OWNER:

[Signature]  
Lienor's Signature

Matthew Brown  
Print Lienor's Name

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17 day of May, 2022, by Matthew Brown as Managing Member for Sterling Ventures LLC.



[Signature]  
Notary Public  
My Commission Expires: 11/13/2023

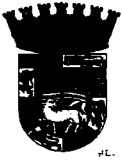
Personally Known or Produced Identification  
Type of Identification Produced



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

Project Name: ST JOHNS COMMERCE  
 Contractor: ACS UTILITIES LLC  
 Developer: STERLING VENTURES LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
2"	LF	30	\$ 12.10	\$ 363.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
2" GATE VALVE	Ea	1	\$ 310.00	\$ 310.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 673.00</b>



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

Project Name: ST. JOHNS COMMERCE  
 Contractor: ACS UTILITES LLC  
 Developer: STERLING VENTURES,LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
8" DR 18	LF	30	\$ 16.00	\$ 480.00
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	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
2" Domestic	Ea	1	\$ 745.83	\$ 745.83
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 4,422.83</b>

Exhibit "D" to Resolution



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: (MAY 16, 2022)  
Project Title: (ST. JOHNS COMMERCE)  
St. Johns County, Florida

FROM: (ACS UTILITIES LLC )  
(3907 EDGEWOOD DRIVE )  
(JACKSONVILLE FL 32254)

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:**

[Handwritten Signature]

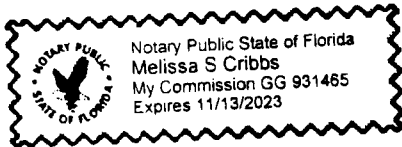
Contractor's Signature

[Handwritten Name]

Print Contractor's Name

STATE OF FLORIDA  
COUNTY OF [Handwritten County]

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17 day of May, 2022, by [Handwritten Name] as [Handwritten Title] for ACS UTILITIES LLC.



[Handwritten Signature]

Notary Public

My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced



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

Utility Department

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INTEROFFICE MEMORANDUM

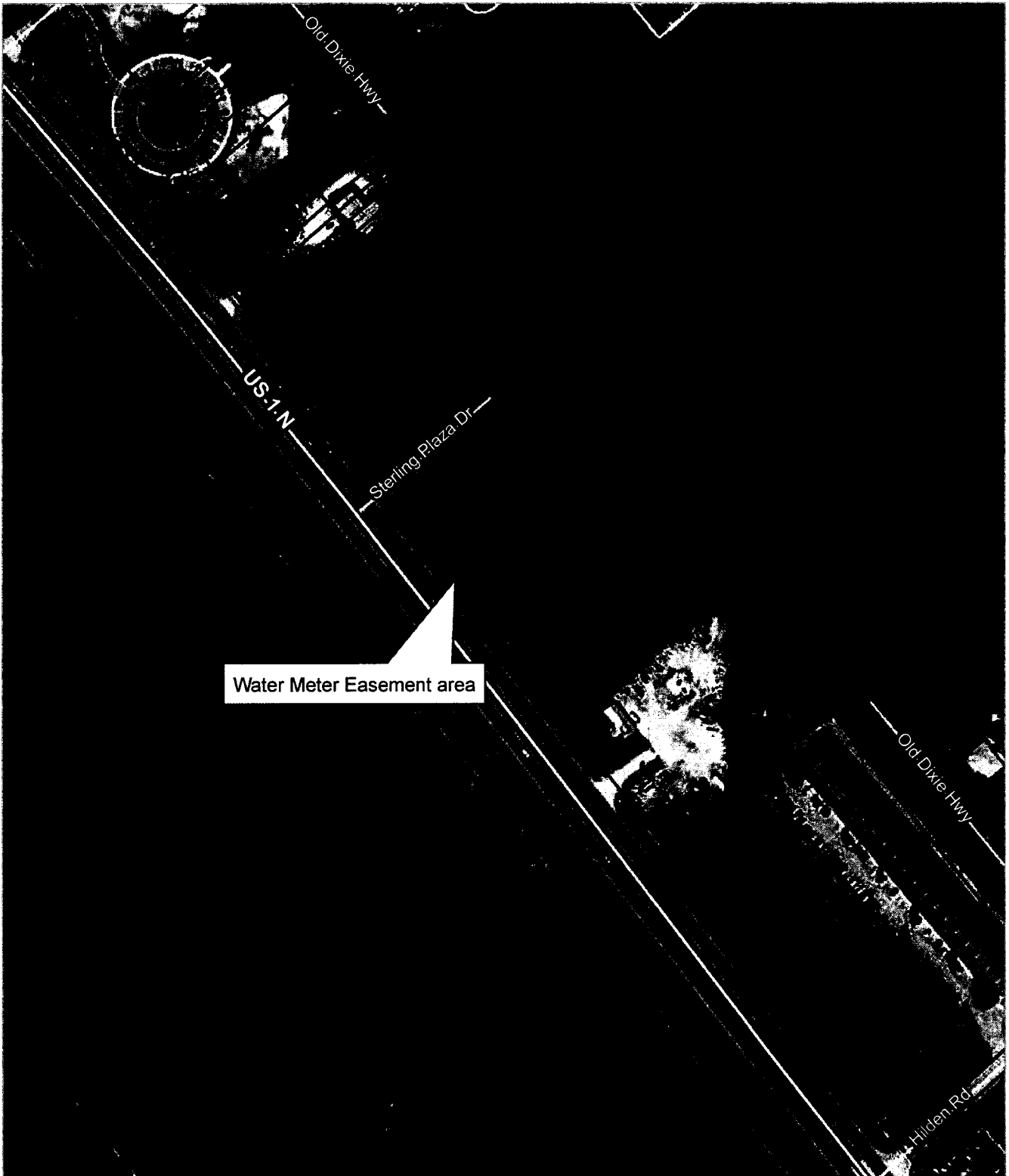
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: St. Johns commerce Center  
DATE: September 14, 2022

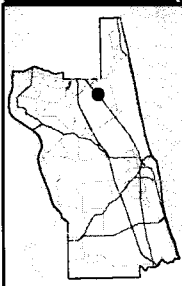
Please present the Easement, Bill of Sale, Release of Lien, Schedule of Values and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of St. Johns Commerce Center.

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.



Water Meter Easement area



2021 Aerial Imagery  
0 55 110 220  
Feet  
Date: 9/20/2022

St. Johns Commerce Center  
Easement for Utilities,  
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.

