

RESOLUTION NO. 2025- 1360

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH THE WATER METERS, AN EASEMENT FOR UTILITIES ASSOCIATED WITH THE SEWER SYSTEM, A BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE MARKETPLACE MULTIFAMILY PHASE 1A LOCATED OFF STATE ROAD 207.

RECITALS

WHEREAS, WP STJ FL Owner, LLC, a foreign limited liability company, has executed and presented to the County an Easement for Utilities associated with the water meters, an Easement for Utilities associated with the sewer system and a Bill of Sale with a Schedule of Values conveying all personal property associated with the water and sewer systems to serve Marketplace Multifamily Phase 1A, attached hereto as Exhibits “A”, “B” and “C”, incorporated by reference and made a part hereof; and

WHEREAS, Coastal Utility Constructors of Jacksonville, Inc., a Florida profit corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Marketplace Multifamily Phase 1A, attached hereto as Exhibits “D” and “E”, incorporated by reference and made a part hereof; and

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

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

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

Section 2. The above described Easements for Utilities, Bill of Sale, 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 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 6th day of May, 2025.

Rendition Date MAY 07 2025

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Krista Joseph, Chair

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

Crystal Smith
Deputy Clerk



Exhibit "A" to the Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 10th day of July, 2024 by WP STJ FL Owner, LLC, with an address of 9 West Broad St, Suite 800, Stamford, CT 06902, 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.

Exhibit "A" Easement Area

MARKETPLACE MULTIFAMILY

SKETCH OF DESCRIPTION

SHEET 1 of 2

UTILITY EASEMENT: UTILITY EASEMENT FOR ST. JOHNS COUNTY UTILITY DEPARTMENT

A PORTION OF PARCEL 1 IN SECTION 4, TOWNSHIP 8, SOUTH, RANGE 29, EAST AND A PORTION OF PARCEL 13 IN SECTION 3, TOWNSHIP 8, SOUTH, RANGE 29, EAST, BOTH LOCATED IN ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHWEST CORNER OF SECTION .3 WITH THE NORTHEAST CORNER OF SECTION 4; THEN S 00°41'43" E, A DISTANCE OF 1125.27 FEET; THEN S 34°56'45" E, A DISTANCE OF 2609.29 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 207; THEN N 36°19'17" E, A DISTANCE 9.64 FEET; THEN N 53°34'16" W, A DISTANCE OF 5.00 FEET TO A POINT OF A NON TANGENT CURVE CONCAVED TO THE SOUTHEAST, HAVING A RADIUS OF 17113.73 FEET, A DELTA OF 00°57'46", A CHORD BEARING AND DISTANCE OF N 35°36'31" E, 287.59 FEET; THEN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 287.60 FEET TO THE POINT OF BEGINNING; THEN N 50°24'33" W, A DISTANCE OF 17.00 FEET; THEN N 39°35'27" E, A DISTANCE OF 5.00 FEET; THEN S 50°24'33" E, A DISTANCE OF 16.69 FEET TO A POINT OF A NON TANGENT CURVE CONCAVED TO THE SOUTHEAST, HAVING A RADIUS OF 17113.73 FEET, A DELTA OF 00°01'00", A CHORD BEARING AND DISTANCE OF S 36°05'54" W, 5.01 FEET; THEN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 5.01 FEET TO THE POINT OF BEGINNING

CONTAINING 84 SQUARE FEET MORE OR LESS



NOTES:

1) Sketch of description only, not a boundary survey 2) Public records have not been searched for rights of ways, easements, restrictions, reservations and/or other instruments of record. 3) This description and sketch has been prepared for the sole and exclusive benefit of the parties named hereon and shall not be relied upon by any other individual or entity. 4) Underground improvements, if any, not located. 5) Improvements affecting easement shown hereon, if any, not located

LEGEND:

- | | | |
|---|--------------------------------------|-----------------------------|
| Cn = curve number | PC = point of curvature (R) = radial | d = deed call p = plat call |
| BSL = building setback line | DUE = drainage & utility easement | f = field measurement |
| CB = Chord Bearing | UE = utility easement | ☐ = electric utility box |
| CL = centerline | ou = overhead utility lines | ☐ = telephone junction box |
| R/W = right of way | conc = concrete cov = covered | ☐ = cable TV junction box |
| ⊕ = fire hydrant | ⊕ = water valve | ☐ = utility junction box |
| ⊕ = water meter | ⊕ = light pole | ⊕ = utility pole |
| ● = found 5/8" steel rod and cap, stamped " | | POB = POINT OF BEGINNING |
| ⊕ = found nail & disk, stamped " | | POC = POINT OF COMMENCEMENT |
| ⊕ = found 5/8" steel rod and cap, stamped " | | |

<p>ASTRA SURVEYING, LLC (LB8377)</p> <p>319 WEST TOWN PLACE, SUITE 25 ST. AUGUSTINE, FLORIDA 32092 (904) 606-0234 DAGNI@ASTRASURVEYING.COM</p> <p>I HEREBY CERTIFY THAT THIS SURVEY MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <p>Digitally signed by: Scott Martin DN: cn = Scott Martin, c = US, o = Astra Date: 2024.12.20 10:57:01 -0500</p> <p>Scott Martin</p> <p>SCOTT A. MARTIN, FL PSM NO. 7392 UNLESS ELECTRONICALLY SIGNED, NOT VALID WITHOUT THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</p>	<p style="text-align: center;">SKETCH & DESCRIPTION</p> <p style="text-align: center;">FOR MARKETPLACE MULTIFAMILY</p> <hr/> <p>DATE OF SURVEY: 07-09-24</p> <p>FIELD BOOK: N/A PAGE: N/A</p> <p>FILE NAME: MASON SA 99-23-11 UTILITY ESMT 12-20-24.DWG</p> <p>DWG FILE: 19-.dwg</p> <p>DRAWN BY: SAM CHK BY: DWH</p> <hr/> <p style="text-align: center;">ASTRA</p> <p style="text-align: center;">S U R V E Y I N G</p>
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MARKETPLACE MULTIFAMILY

SKETCH OF DESCRIPTION

SHEET 2 of 2



SCALE: 1"=400'

POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 3 BS 25E
AND NORTHEAST CORNER OF SECTION 4 BS 25E
SB8°12'06"W 1217.33'

S89°12'06"W 90.11'

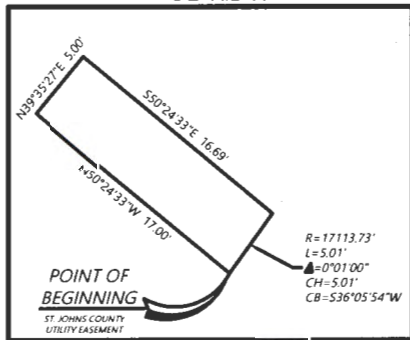
N46°58'31"W 6.00'
S43°00'07"W 5.76'

S04°14'11"E 114.427'

N02°48'09"E 2615.26'

S31°35'45"E 2609.33'

DETAIL "A"



SCALE: 1" = 10'

S89°13'39"W 700.04'

POINT OF BEGINNING
ST. JOHNS COUNTY UTILITY EASEMENT

SEE DETAIL "A"

STATE ROAD NO. 207
(VARIABLE WIDTH (R/W))

R=17113.73'
L=787.60'
Δ=0°05'46"
CH=237.59'
CB=N25°36'31"E

N26°19'17"E 9.04'

R=17263.73'
L=99.61'
Δ=0°19'50"
CH=99.61'
CB=N34°18'41"E
R=17113.73'
L=114.86'
Δ=0°23'04"
CH=114.86'
CB=N34°18'31"E
N52°44'56"W 4.97'
R=17113.73'
L=202.04'
Δ=0°40'31"
CH=202.04'
CB=N34°46'46"E
S53°37'43"E 4.97'
R=17113.73'
L=704.67'
Δ=0°21'02"
CH=704.67'
CB=N36°17'05"E

NOTES:

- 1) Sketch of description only, not a boundary survey
- 2) Public records have not been searched for rights of ways, easements, restrictions, reservations and/or other instruments of record.
- 3) This description and sketch has been prepared for the sole and exclusive benefit of the parties named hereon and shall not be relied upon by any other individual or entity.
- 4) Underground improvements, if any, not located.
- 5) Improvements affecting easement shown hereon, if any, not located

REVISION	DATE	BY

SKETCH OF DESCRIPTION
FOR
MARKETPLACE MULTIFAMILY



Exhibit "B" to the Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 6th day of January, 2025, by WP STJ FL Owner, LLC, with an address of 9 W Broad Street, Suite 800, Stamford, CT 06902, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 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. 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) 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:

Chrt Moore
Witness

By: J. J. Jones
Its: Vice President

Christopher J. Moore
Print Name

150 E. Palmetto Park Rd.
Boca Raton, FL 33432
Witness Address REQUIRED BUSINESS OR PERSONAL

Carl M. Jones
Witness

David Mahoney
Print Name

2148 Radnor Rd
North Palm Beach, FL 33409
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of January, 2024, by Jill Jones as Vice President for WP STJ FL Diner, LLC.

J. J. Jones
Notary Public
My Commission Expires: 3/11/28

Personally Known or Produced Identification
Type of Identification Produced



John Ford
Comm.: HH 502448
Expres: Mar. 11, 2028
Notary Public - State of Florida

MARKETPLACE MULTIFAMILY SKETCH OF DESCRIPTION

SHEET 1 of 2

UTILITY EASEMENT: PUBLIC UTILITY EASEMENT FOR ST. JOHNS COUNTY UTILITY DEPARTMENT

A PORTION OF PARCEL 1 IN SECTION 4, TOWNSHIP 8, SOUTH, RANGE 29, EAST AND A PORTION OF PARCEL 13 IN SECTION 3, TOWNSHIP 8, SOUTH, RANGE 29, EAST, BOTH LOCATED IN ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHWEST CORNER OF SECTION .3 WITH THE NORTHEAST CORNER OF SECTION 4; THEN S 00°41'43" E, A DISTANCE OF 1125.27 FEET; THEN S 34°56'45" E, A DISTANCE OF 2609.29 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 207; THEN N 36°19'17" E, A DISTANCE 9.64 FEET; THEN N 53°34'16" W, A DISTANCE OF 5.00 FEET TO A POINT OF A NON TANGENT CURVE CONCAVED TO THE NORTHEAST, HAVING A RADIUS OF 17113.73 FEET, A DELTA OF 00°57'46", A CHORD BEARING AND DISTANCE OF N 35°36'31" E, 287.59 FEET; THEN NORTHEASTERLY ALONG A NON TANGENT CURVE CONCAVED TO THE NORTHEAST, HAVING A RADIUS OF 17113.73 FEET, A DELTA OF 00°21'02", A CHORD BEARING AND DISTANCE OF N 36°17'05" E, 82.55 FEET TO THE POINT OF BEGINNING; THEN N 56°46'55" W, A DISTANCE OF 3.24 FEET; THEN N 35°04'58" E, A DISTANCE OF 181.22 FEET; THEN S 55°42'19" E, A DISTANCE OF 3.93 FEET; THEN N 80°01'28" E, A DISTANCE OF 5.49 FEET TO A POINT OF A NON TANGENT CURVE CONCAVED TO THE SOUTHWEST, HAVING A RADIUS OF 17118.73 FEET, A DELTA OF 00°31'34", A CHORD BEARING AND DISTANCE OF S 34°42'16" W, 157.19 FEET; THEN LEAVING SAID CURVE, N 54°05'25" W, A DISTANCE OF 4.91 FEET, THEN S 36°32'14" W, A DISTANCE OF 27.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,367 SQUARE FEET MORE OR LESS.

NOTES:

1) Sketch of description only, not a boundary survey 2) Public records have not been searched for rights of ways, easements, restrictions, reservations and/or other instruments of record. 3) This description and sketch has been prepared for the sole and exclusive benefit of the parties named hereon and shall not be relied upon by any other individual or entity. 4) Underground improvements, if any, not located. 5) Improvements affecting easement shown hereon, if any, not located

LEGEND:

- | | | |
|---|--------------------------------------|-----------------------------|
| Cn = curve number | PC = point of curvature (R) = radial | d = deed call p = plat call |
| BSL = building setback line | DUE = drainage & utility easement | f = field measurement |
| CB = Chord Bearing | UE = utility easement | ☐ = electric utility box |
| CL = centerline | ou = overhead utility lines | ☐ = telephone junction box |
| R/W = right of way | conc = concrete cov = covered | ☐ = cable TV junction box |
| ⊕ = fire hydrant | ⊕ = water valve | ☐ = utility junction box |
| ⊕ = water meter | ⊕ = light pole | ⊕ = utility pole |
| ● = found 5/8" steel rod and cap, stamped * | | POB = POINT OF BEGINNING |
| ⊕ = found nail & disk, stamped * | | POC = POINT OF COMMENCEMENT |
| ⊕ = found 5/8" steel rod and cap, stamped * | | |

ASTRA SURVEYING, LLC (LB8377)

319 WEST TOWN PLACE, SUITE 25
ST. AUGUSTINE, FLORIDA 32092
(904) 606-0234 DAGNI@ASTRASURVEYING.COM

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.01, CHAPTER 472, FLORIDA STATUTES.
by David W Hirst
Date: 2025.01.10



UNLESS ELECTRONICALLY SIGNED, NOT VALID WITHOUT THE PHYSICAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH & DESCRIPTION

FOR
MARKETPLACE MULTIFAMILY

DATE OF SURVEY: 1-10-2024
FIELD BOOK: N/A PAGE: N/A
FILE NAME: MASON SA 99-23-11 PUBLIC UTILITY EASEMENT 1-10-25.DWG
DWG FILE: 19-.dwg
DRAWN BY: DVB CHK BY: SM



MARKETPLACE MULTIFAMILY

SKETCH OF DESCRIPTION

SHEET 2 of 2

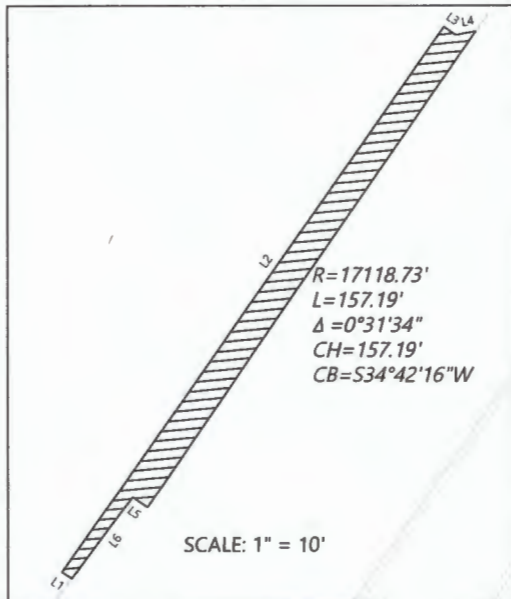


SCALE: 1"=400'

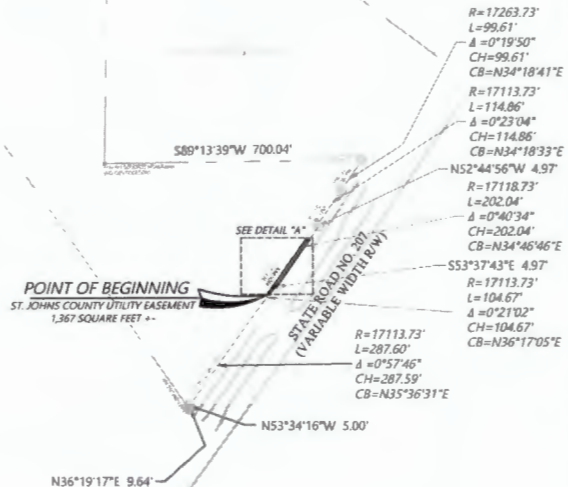


PUBLIC UTILITY EASEMENT		
Line #	Length	Direction
L1	3.24	N56° 46' 55"W
L2	181.22	N35° 04' 58"E
L3	3.93	S55° 42' 19"E
L4	5.49	N80° 01' 28"E
L5	4.91	N54° 05' 25"W
L6	27.95	S36° 32' 14"W

DETAIL "A"



SCALE: 1" = 10'



NOTES:

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- 3) This description and sketch has been prepared for the sole and exclusive benefit of the parties named hereon and shall not be relied upon by any other individual or entity.
- 4) Underground improvements, if any, not located.
- 5) Improvements affecting easement shown hereon, if any, not located

REVISION	DATE	BY

SKETCH OF DESCRIPTION
FOR
MARKETPLACE MULTIFAMILY



**ST. JOHNS COUNTY UTILITY DEPARTMENT
3F - CLOSEOUT - BILL OF SALE**

PROJECT: Marketplace Multifamily Phase 1A

WP STJ FL Owner, LLC, 9 West Broad Street, Suite 800, Stamford, CT 06902

Owners Name and Address, (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 the project listed above. (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 12th of December, 2024.

WITNESS:

[Signature]

Witness Signature

Anthony Creamer

Witness Print Name

OWNER:

[Signature]

Owner Signature

Jill Jones

Owner Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of XXXX physical presence or online notarization, this 12TH day of DECEMBER, 2024, by

JILL JONES as VICE PRESIDENT for
WP STJ FL OWNER, LLC

[Signature]
Notary Public

My Commission Expires: MARCH 11, 2028

Personally Known or Produced Identification
Type of Identification Produced



John Ford
Comm.: HH 502448
Expires: Mar. 11, 2028
Notary Public - State of Florida

**ST. JOHNS COUNTY UTILITY DEPARTMENT
ASSET MANAGEMENT
SCHEDULE OF VALUES - WATER**

Project Name: Marketplace Multifamily PH1A
 Contractor: Coastal Utility Constructors of Jacksonville Inc
 Developer: WP STJ FL OWNER LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8in DR 18 PVC CL 150	LF	20	\$ 65.00	\$ 1,300.00
10in DR 18 PVC CL150	LF	10	\$ 75.00	\$ 750.00
10in HDPE DR 9	LF	180	\$ 100.00	\$ 18,000.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8in tap valve	Ea	1	\$ 4,500.00	\$ 4,500.00
10in Gate Valve	Ea	1	\$ 4,000.00	\$ 4,000.00
6in Gate Valve	Ea	1	\$ 2,000.00	\$ 2,000.00
2in Curb Stop meter bypass	Ea	1	\$ 500.00	\$ 500.00
3in Gate Valve	Ea	2	\$ 1,750.00	\$ 3,500.00
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
3in Potable	Ea	1	\$ 2,000.00	\$ 2,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost				\$ 36,550.00

**ST. JOHNS COUNTY UTILITY DEPARTMENT
ASSET MANAGEMENT
SCHEDULE OF VALUES - SEWER**

Project Name: Marketplace Multifamily PH1A
 Contractor: Coastal Utility Constructors of Jacksonville Inc
 Developer: WP STJ FL OWNER LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4in DR 18 PVC CI150	LF	120	\$ 35.00	\$ 4,200.00
	LF			\$ -
	LF			\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4in tap valve	Ea	1	\$ 3,000.00	\$ 3,000.00
4in gate valve	Ea	1	\$ 1,500.00	\$ 1,500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 8,700.00

Exhibit "D" to the Resolution



ST. JOHNS COUNTY UTILITY DEPARTMENT
3C - CLOSEOUT - RELEASE OF LIEN UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum Forty Five thousand two hundred fifty dollars (\$45,250.00)

hereby waives and releases its lien and right to claim a lien for Water, Sewer, and Reclaimed Water labor, services or materials furnished through 12/05/2024

_____ to Date WP STJ FL Owner LLC
(Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

Marketplace Multifamily Phase 1A

PROJECT NAME

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 5th day of DECEMBER, 2024.

WITNESS:
Elaine Salts
Witness Signature
Elaine Salts
Print Witness Name

CONTRACTOR:
Joe Maguire, VP
Lienor's Signature
JOE MAGUIRE, VICE PRES
Print Lienor's Name

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of December, 2024, by Joe Maguire as Vice President for Coastal Utility Constructors.

K. Stalvey
Notary Public
My Commission Expires: 3/4/25

Personally Known or Produced Identification
Type of Identification Produced

Krystle Stalvey
Notary Public
State of Florida
Comm# HH368564
Expires 3/4/2025

**ST. JOHNS COUNTY UTILITY DEPARTMENT
ASSET MANAGEMENT
SCHEDULE OF VALUES - WATER**

Project Name: Marketplace Multifamily PH1A
 Contractor: Coastal Utility Constructors of Jacksonville Inc
 Developer: WP STJ FL OWNER LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8in DR 18 PVC CL 150	LF	20	\$ 65.00	\$ 1,300.00
10in DR 18 PVC CL150	LF	10	\$ 75.00	\$ 750.00
10in HDPE DR 9	LF	180	\$ 100.00	\$ 18,000.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8in tap valve	Ea	1	\$ 4,500.00	\$ 4,500.00
10in Gate Valve	Ea	1	\$ 4,000.00	\$ 4,000.00
6in Gate Valve	Ea	1	\$ 2,000.00	\$ 2,000.00
2in Curb Stop meter bypass	Ea	1	\$ 500.00	\$ 500.00
3in Gate Valve	Ea	2	\$ 1,750.00	\$ 3,500.00
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
3in Potable	Ea	1	\$ 2,000.00	\$ 2,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost			\$	36,550.00

**ST. JOHNS COUNTY UTILITY DEPARTMENT
ASSET MANAGEMENT
SCHEDULE OF VALUES - SEWER**

Project Name:	Marketplace Multifamily PH1A
Contractor:	Coastal Utility Constructors of Jacksonville Inc
Developer:	WP STJ FL OWNER LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4in DR 18 PVC CI150	LF	120	\$ 35.00	\$ 4,200.00
	LF			\$ -
	LF			\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4in tap valve	Ea	1	\$ 3,000.00	\$ 3,000.00
4in gate valve	Ea	1	\$ 1,500.00	\$ 1,500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 8,700.00

ST. JOHNS COUNTY UTILITY DEPARTMENT

Date: 10/30/2024 **3E - CLOSEOUT - WARRANTY**

Project Title: Marketplace Multifamily Ph1A

FROM: Coastal Utility Constructors of Jacksonville Inc

Address: Contractor's Name
821 Mamie Rd
Jacksonville FL 32205

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:

Joe Maguire VP
Print Contractor's Name

Joe Maguire, VP
Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or _____ on-line notarization, this 30 day of October, 2024, by Joe Maguire as Vice President for Coastal Utility Constructors

K. Stavey
Notary Public
My Commission Expires: 3/4/25

Personally Known or Produced Identification
Type of Identification Produced



ORIGINAL



Exhibit "F" to the Resolution

**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: February 25, 2025
SUBJECT: Marketplace Multifamily Phase 1A (ASBULT 2024000141)

St. Johns County Utility Department has reviewed and approved the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty. Please present the documents to the Board of County Commissioners (BCC) for final approval and acceptance of Marketplace Multifamily Phase 1A.

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.



Subject Area



2024 Aerial Imagery

Date: 3/7/2025

Marketplace Multifamily
Phase 1A

Easement, Bill of Sale,
Final Release of Lien
and Warranty



Land Management
Systems

(904) 209-0798

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 herein.