

RESOLUTION NO. 2018-347

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES, BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE GATEWAY VILLAGE RETAIL CENTER (HEARTLAND DENTAL) LOCATED OFF US 1 N.

RECITALS

WHEREAS, Gateway Village Center LLC, a limited liability company, has executed and presented to the County two Easements for Utilities, and a Bill of Sale and Schedule of Values, attached hereto as Exhibits "A", "B" and "C" incorporated by reference and made a part hereof, conveying all personal property associated with the water system to serve Gateway Village Retail Center (Heartland Dental) located off US 1 N; and

WHEREAS, Coastal Utility Constructors of Jacksonville, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Gateway Village Retail Center (Heartland Dental), 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.

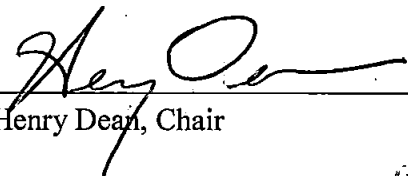
Section 2. The above described Easements for Utilities, Bill of Sale and Schedule of Values, Final Release of Lien, and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scrivener's 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 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 16 day of October, 2018.

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

By: 
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk


Deputy Clerk

RENDITION DATE 0/18/18

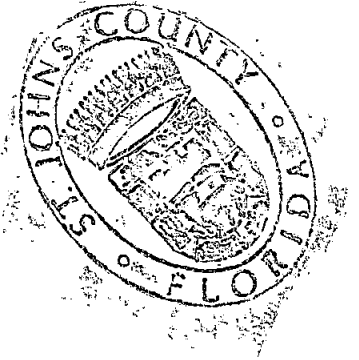


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 14 day of April, 2018, By **Gateway Village Center, L.L.C., a Florida limited liability company**, with an address of 1392 Moss Creek Drive, Jacksonville Florida 32225, 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 considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby 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 to install, construct, operate, maintain, repair, 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 utility service (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 on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced 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 or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements or structures 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 insure to the benefit 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered
In the presence of:

John AmB...

Witness

James R. Pitcairn, III

By: James R. Pitcairn, III
Its: Manager

Rebecca Amthor Bone

Witness Print Name

Eva EFF

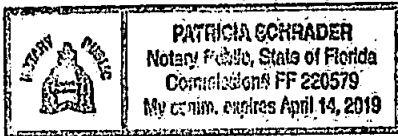
Witness

Eva EFF

Witness Print Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19 day of April, 2018, by James R. Pitcairn, III, as Manager of Gateway Village Center, L.L.C., a Florida limited liability company, Grantor, who is personally known to me or who has produced as identification.



Pat Schrader
Notary Public, State of Florida

PATRICIA SCHRADER
Print Name

4-14-19
Commission Expires

EXHIBIT "A"

MAP SHOWING SKETCH & DESCRIPTION OF A PROPOSED UTILITY EASEMENT LYING IN SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA PARCEL "B"

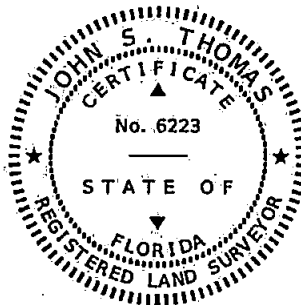
DESCRIPTION

A PORTION OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF PASEO REYES, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 54, PAGES 10 AND 11 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PASEO REYES DRIVE (A 60-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED PER SAID PLAT OF PASEO REYES); THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 970.00 FEET, A DISTANCE OF 123.61 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 29°07'42" EAST, 123.61 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 380.00 FEET, A DISTANCE OF 58.40 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 29°52'50" EAST, 58.35 FEET TO A POINT OF REVERSE CURVATURE AND TO THE POINT OF BEGINNING; THENCE SOUTHERLY CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 10.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°18'03" EAST, 10.38 FEET TO A POINT; THENCE SOUTH 52°08'01" WEST, A DISTANCE OF 10.81 FEET TO A POINT; THENCE NORTH 37°51'59" WEST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 52°07'59" EAST, A DISTANCE OF 13.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 126 SQUARE FEET MORE OR LESS.

NOTES:

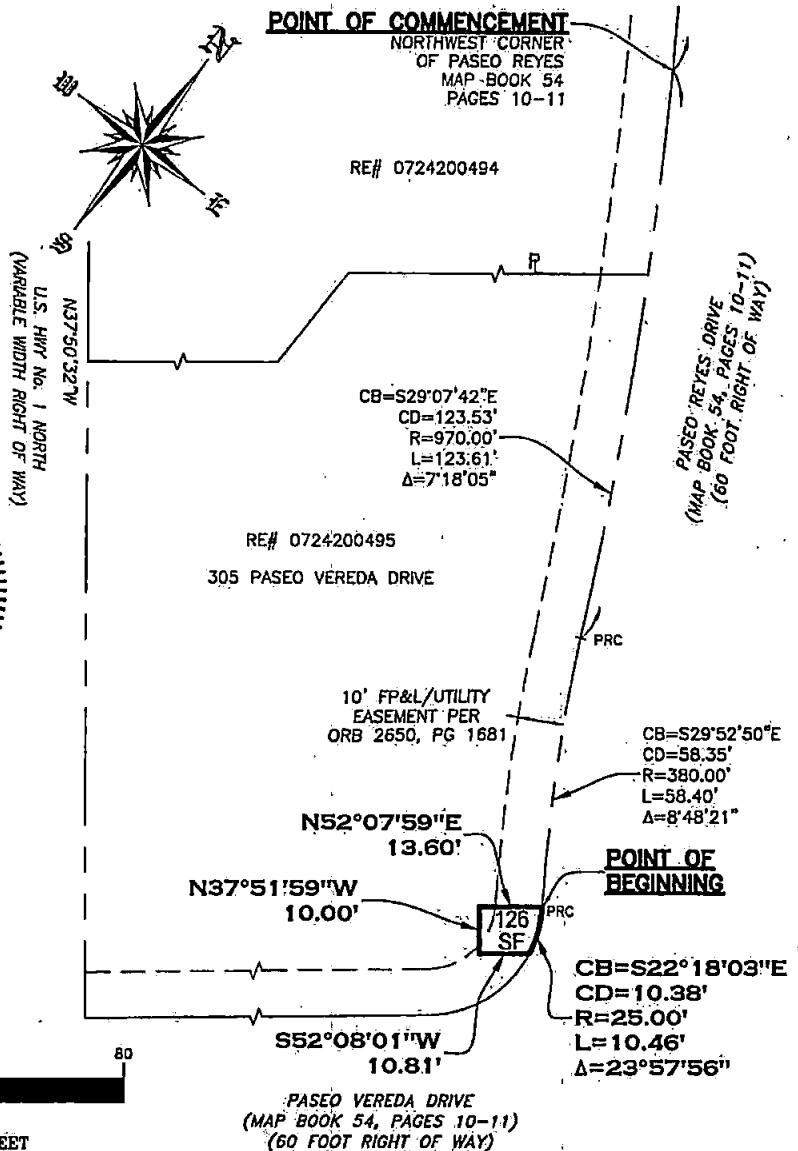
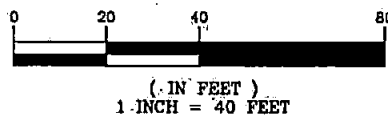
1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH & DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY No.1 NORTH, BEING N37°50'32"W.
4. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE AREA AS SPECIFIED BY CLIENT.
5. FOR BOUNDARY SURVEY, SEE DRAWING FILE No: C-645, JOB No. 17-58, DATED 02/16/2018.



JOHN S. THOMAS, P.S.M.
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6223

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND	
CB	CHORD BEARING
CD	CHORD DISTANCE
R	RADIUS
L	LENGTH
Δ	DELTA ANGLE
P	PROPERTY LINE
FP&L	FLORIDA POWER AND LIGHT
PRC	POINT OF REVERSE CURVATURE
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
SF	SQUARE FEET
RE#	REAL ESTATE TRANSACTION No.



JOB No. 18-040
 FILE No. A-157; REF. C-645
 PARTY CHIEF: N/A
 F.B. N/A
 DRAWN BY: M. Zschiesche
 CHECKED BY: J. Thomas
 SURVEY DATE: 04-12-2018
 CAD FILE: P:\18\18-040 GATEWAY SJCU UTILITY EASEMENT FOR GCO\DWG\18-040 EASEMENT SKETCH.DWG



GHIOTTO & ASSOCIATES, INC.
 NATIONALLY CERTIFIED SURVEYORS & MAPPERS
 CERTIFICATE OF AUTHORIZATION No. LB 6508
 2426 PHILIPS HIGHWAY
 JACKSONVILLE, FLORIDA 32207
 (904) 886-0071
 (904) 886-7174 FAX
 www.GHIOTTO.com

EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 14 day of April, 2018, By **Gateway Village Center, L.L.C., a Florida limited liability company**, with an address of 1392 Moss Creek Drive, Jacksonville Florida 32225, 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 considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby 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 to install, construct, operate, maintain, repair, 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 utility service (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 on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced 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 or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements or structures 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 insure to the benefit 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered

In the presence of:

John Amthor

Witness

Rebecca Bone ^{pas}

Witness Print Name

Eva EFF

Witness

Eva EFF

Witness Print Name

James R. Pitcairn, III

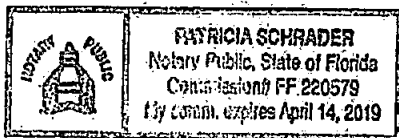
By

James R. Pitcairn, III

Its: Manager

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19 day of April, 2018, by James R. Pitcairn, III, as Manager of Gateway Village Center, L.L.C., a Florida limited liability company, Grantor, who is personally known to me or who has produced _____ as identification.



Patricia Schrader

Notary Public, State of Florida

PATRICIA SCHRADER

Print Name

4-14-19
Commission Expires

MAP SHOWING SKETCH & DESCRIPTION OF A PROPOSED UTILITY EASEMENT LYING IN SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

PARCEL "A"

DESCRIPTION

A PORTION OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTLY CORNER OF PASEO REYES, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 54, PAGES 10 AND 11 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHWESTLY RIGHT-OF-WAY LINE OF PASEO REYES DRIVE (A 60-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED PER SAID PLAT OF PASEO REYES); THENCE

NORTHWESTERLY, ALONG SAID SOUTHWESTLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 970.00 FEET, A DISTANCE OF 35.61 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 33°49'03" WEST, 35.15 FEET TO A POINT FOR THE POINT OF BEGINNING; THENCE, SOUTH 52°10'23" WEST, A DISTANCE

OF 7.31 FEET TO A POINT; THENCE NORTH 37°49'29" WEST, A DISTANCE OF 18.00 FEET TO A POINT; THENCE NORTH 52°09'00" EAST, A DISTANCE OF 8.07 FEET TO A POINT IN THE

APROMENTIONED SOUTHWESTLY RIGHT-OF-WAY LINE OF PASEO REYES DRIVE; THENCE SOUTHWESTERLY, ALONG SAID SOUTHWESTLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF THE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 970.00 FEET, A DISTANCE OF 18.02 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 35°23'17" EAST, 18.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 139 SQUARE FEET MORE OR LESS.

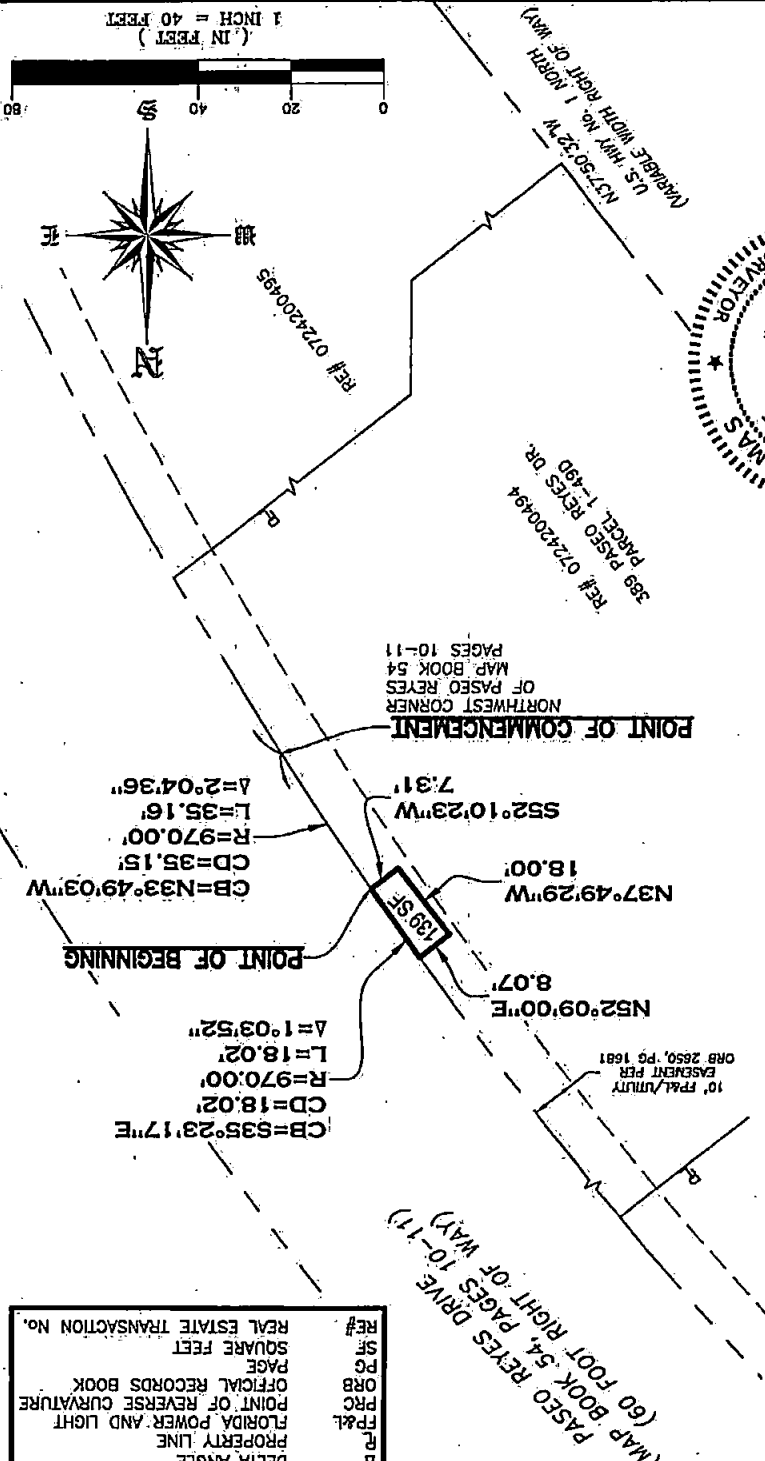
NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH & DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1 NORTH, BEING N37°50'32"W.
4. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE AREA AS SPECIFIED BY CLIENT.
5. FOR BOUNDARY SURVEY, SEE DRAWING FILE NO. C-645, JOB NO. 17-58, DATED 02/16/2018.

JOHN S. THOMAS, P.S.M.
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6223
 NOT VALID WITHOUT THE SIGNATURE AND SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER.

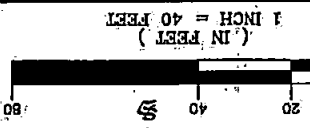


Handwritten signature of John S. Thomas



LEGEND

CB	CHORD BEARING
CD	CHORD DISTANCE
R	RADIUS
L	LENGTH
Δ	DELTA ANGLE
FP&L	PROPERTY LINE
FLP&L	FLORIDA POWER AND LIGHT
PRC	POINT OF REVERSE CURVATURE
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 2426 PHILIPS HIGHWAY
 JACKSONVILLE, FLORIDA 32207
 (904) 886-0071
 (904) 886-7174 FAX
 WWW.GHIOTTO.COM

JOB NO. 18-040
 FILE NO. A-156; REF. G-645
 PARTY CHIEF: N/A
 F.B. N/A
 DRAWN BY: M. Zschiesche
 CHECKED BY: J. Thomas
 SURVEY DATE: 04-12-2018
 CAD FILE: P:\18\18-040 GATEWAY SJCU UTILITY EASEMENT FOR GCDI\DWG\18-040 EASEMENT SKETCH.DWG



BILL OF SALE
UTILITY IMPROVEMENTS
for

GATEWAY VILLAGE CENTER LLC

GATEWAY VILLAGE CENTER, L.L.C. PO BOX 330499 ATLANTIC BEACH, FL, 32233, (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 GATEWAY VILLAGE CENTER"

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 14 of July 2018

WITNESS:

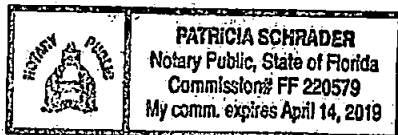
[Signature]
Witness Signature
Julie Pitcairn
Print Witness Name

OWNER:

[Signature]
Owner's Signature
JAMES R. PITCAIRN
Print Owner's Name

State of FLORIDA
County of DUVAL

The foregoing instrument was acknowledged before me this 16 day of July, 2018 by JAMES R. PITCAIRN who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public

EXHIBIT "A" TO BILL OF SALE



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Gateway Village Retail Center MOD CP17-127
 Contractor: Coastal Utility Constructors of Jacksonville Inc
 Developer: Gateway Village Retail Center L.L.C.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8in DR 18 pvc cl150	LF	2	\$ 50.00	\$ 100.00
4in DR 18 pvc cl150	LF	5	\$ 40.00	\$ 200.00
2in poly sdr 9	LF	12	\$ 30.00	\$ 360.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
4in tapping valve	Ea	1	\$ 1,500.00	\$ 1,500.00
2in gate valves	Ea	2	\$ 850.00	\$ 1,700.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
	Ea			\$ -
2in poly	Ea	2	\$ 850.00	\$ 1,700.00
1.5in poly	Ea	1	\$ 750.00	\$ 750.00
3/4in double meter	Ea	3	\$ 650.00	\$ 1,950.00
Total Water System Cost				\$ 8,260.00

EXHIBIT "D" TO RESOLUTION



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$8,260.00 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 8/3/18 to Gateway Village Center, LLC. to the following described property:

GATEWAY VILLAGE RETAIL PHASE 2
389 PASEO REYES DR
ST AUGUSTINE, FL 32095
ST JOHNS COUNTY

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 1th of Aug, 2018

WITNESS:

[Signature]
Witness Signature

Anthony Salts
Print Witness Name

OWNER:

[Signature]
Lienor's Signature

JOE MAGUIRE
Print Lienor's Name

State of FL
County of Duval

The foregoing instrument was acknowledged before me this 7th day of August, 2018, by Joe Maguire who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

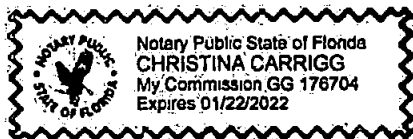


EXHIBIT "A" TO FINAL RELEASE OF LIEN



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Gateway Village Retail Center MOD CP17-127
 Contractor: Coastal Utility Constructors of Jacksonville Inc
 Developer: Gateway Village Retail Center L.L.C.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8in DR 18 pvc cl150	LF	2	\$ 50.00	\$ 100.00
4in DR 18 pvc cl150	LF	5	\$ 40.00	\$ 200.00
2in poly sdr 9	LF	12	\$ 30.00	\$ 360.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
4in tapping valve	Ea	1	\$ 1,500.00	\$ 1,500.00
2in gate valves	Ea	2	\$ 850.00	\$ 1,700.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Services (Size and Type)				
	Ea			\$ -
2in poly	Ea	2	\$ 850.00	\$ 1,700.00
1.5in poly	Ea	1	\$ 750.00	\$ 750.00
3/4in double meter	Ea	3	\$ 650.00	\$ 1,950.00
Total Water System Cost				\$ 8,260.00

EXHIBIT "E" TO RESOLUTION



WARRANTY
UTILITY IMPROVEMENTS

Date: July 11, 2018

Project Title: Gateway Village Retail
Center MOD CP17-127
St. Johns County, Florida

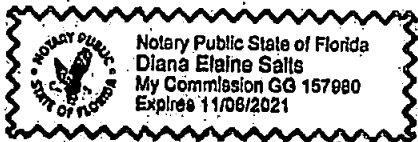
FROM: Coastal Utility Constructors of Jacksonville Inc
821 Mamie Rd
Jacksonville FL 32205

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
Contractor's Signature

Joe Maguire
Print Contractor's Name

State of Fla
County of Duval

The foregoing instrument was acknowledged before me this 11 day of July, 2018, by Joe Maguire who is personally known to me or has produced _____ as identification.

Diana Elaine Salts
Notary Public

EXHIBIT "F" TO RESOLUTION



St. Johns County Board of County Commissioners

Utility Department

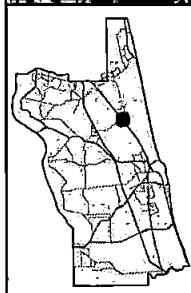
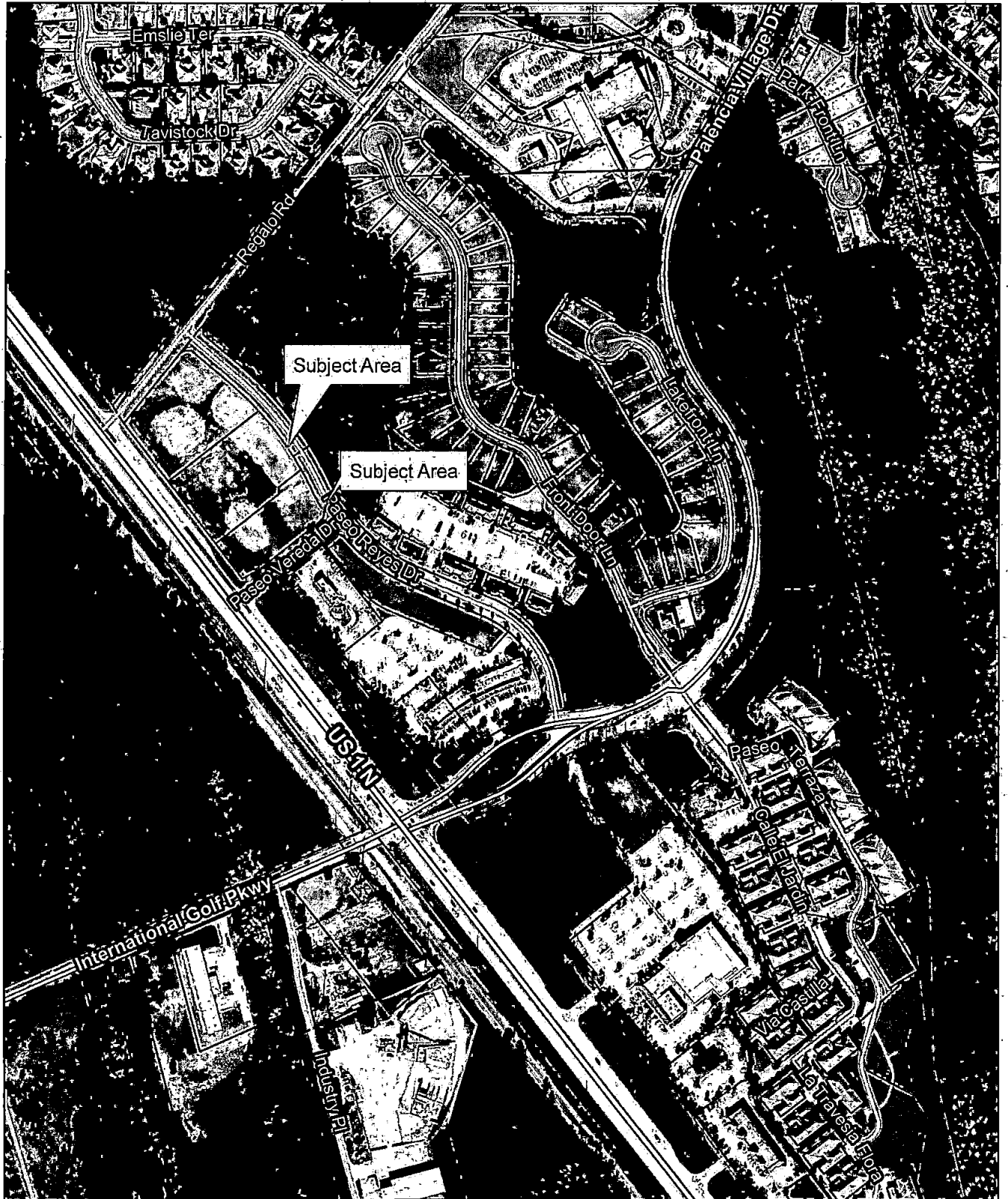
INTEROFFICE MEMORANDUM


TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Gateway Village Retail Center (Heartland Dental)
DATE: August 28, 2018

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 Gateway Village Retail Center (Heartland Dental).

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.




 2016 Aerial Imagery
 0 200 400
 Feet
 September 13, 2018

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

*Gateway Village
 Retail Center*

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.

