## RESOLUTION NO. 2019-34

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES, SPECIAL WARRANTY DEED, AND BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE SEWER SYSTEM TO SERVE DOLPHIN COVE LOCATED OFF A1A NORTH.

#### RECITALS

WHEREAS, New Atlantic Builders, Inc., a Florida Corporation, has executed and presented to the County an Easement for Utilities, Special Warranty Deed and 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 sewer system to serve Dolphin Cove located off A1A North; and

WHEREAS, Jax Utilities Management, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Dolphin Cove, 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 Special Warranty Deed, 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, scriveners or administrative errors that <u>do not</u> 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 Special Warranty Deed, 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 5 day of February, 2019.

BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA

Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 2/7/19

Deputy Clerk

This Instrument Prepared By: Matovina & Company 2955 Hartley Rd., Suite 108 Jacksonville, FL 32257

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 22nd day of January, 2018 is by and from NEW ATLANTIC BUILDERS, INC., a Florida corporation, whose address is 5875 Mining Terrace, Unit 206, Jacksonville, FL 32257, hereinafter called the 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 the Grantee.

(Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

#### WITNESSETH: .

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows:

Tract "A" (Lift Station), according to the recorded plat of Dolphin Cove, as recorded in Map Book 87, Pages 45 through 48, of the current public records of St. Johns County, Florida

**TOGETHER WITH** all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to ad valorem property taxes accruing subsequent to December 31, 2014; and covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Print Name: SARA JO + AU

Its: Vice President

Mayn W Huden Print Name: Shakow A Husson

## STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22 day of January, 2018, by John B. Towers, New Atlantic Builders, Inc., its Vice President who is personally known to me or has produced \_\_\_\_\_\_ as identification.

Notary Public



#### MORTGAGEE CONSENT

The undersigned, 12<sup>th</sup> Street FLA, LLC, a Georgia limited liability company, the holder of a mortgage recorded in Official Records Book 4303, Page 1092, of the Public Records of St. Johns County, Florida, joins in the execution hereof for the purpose of consenting to the Special Warranty Deed by and from New Atlantic Builders, Inc. to St. Johns County, Florida.

Signed, sealed and delivered in the presence of:

Printed Name Whithey Hoker

STATE OF Story Country OF COUNTY OF CO

Notary Public



#### EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this  $\frac{22\sqrt{3}}{2}$  day of January, 2018 by NEW ATLANTIC BUILDERS, INC., a Florida corporation, with an address of 4875 Mining Terrace, Unit 206, Jacksonville, FL 32257, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

#### WITNESSETH:

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

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground gravity sewer collection system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground 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 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. GRAVITY SEWER SYSTEM Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.
- 3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.
- 4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

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

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

In the presence of:

Carafoffall
Witness

Shara Jo Harr
Witness

Shara A Husson

Print Name

Signed, sealed and delivered

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 22 day of January, 2018, by John B. Towers, Vice President, New Atlantic Builders, Inc., who is personally known to me or has produced as identification.

Notary Lublic



## MORTGAGEE CONSENT

The undersigned, 12<sup>th</sup> Street FLA, LLC, a Georgia limited liability company, the holder of a mortgage recorded in Official Records Book 4303, Page 1092, of the Public Records of St. Johns County, Florida, joins in the execution hereof for the purpose of consenting to the Special Warranty Deed by and from New Atlantic Builders, Inc. to St. Johns County, Florida.

Signed, sealed and delivered in the presence of:

12<sup>TH</sup> STREET FLA, LLC, a Georgia limited liability company

Printed Name Whithly Hooker

Its: Anthorized Agent

Printed Name <u>Frin Hernandez</u>

STATE OF GOVOICA COUNTY OF CHOHYOUM

The foregoing instrument was acknowledged before me this 2200 day of January, 2018, by 1350 M. FONTOINE, being personally known to me.

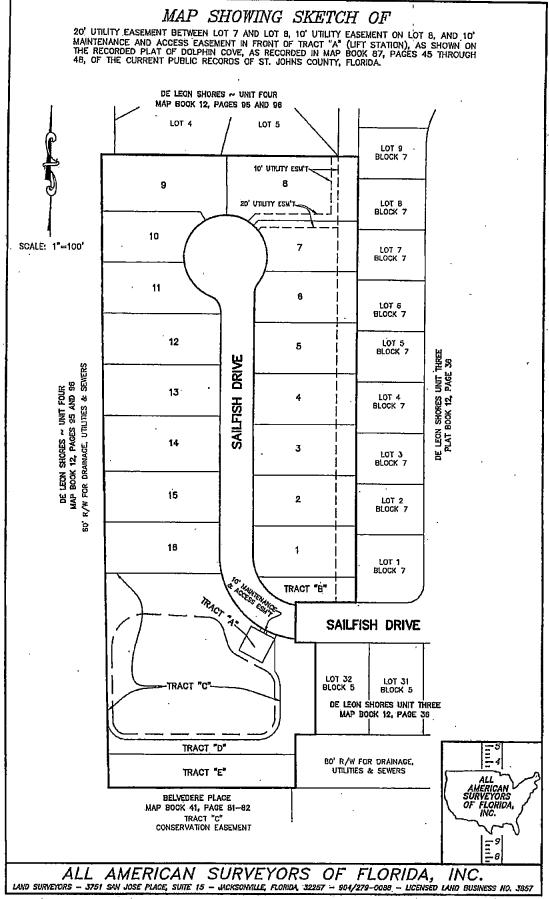
Notary Public

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## EXHIBIT "A"

## EASEMENT AREA

20' UTILITY ESM'T between Lot 7 and Lot 8, 10' UTILITY ESM'T on Lot 8, and the 10' M.A.E. located between Tract "A" (Lift Station) and Sailfish Drive, as shown on the recorded plat of Dolphin Cove, as recorded in Map Book 87, Pages 45 through 48, of the current public records of St. Johns County, Florida.



## EXHIBIT "B"

## INGRESS/EGRESS AREA

Sailfish Drive, Ponte Vedra Beach, St. Johns County, Florida



# BILL OF SALE UTILITY IMPROVEMENTS for

#### **DOLPHIN COVE**

New Atlantic Builders. Inc., (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 Dolphin Cove

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

WITNESS:

OWNER:

Witness Signature

Shikkon Hubson

Print Witness Name

State of FU
County of Duval

The foregoing instrument was acknowledged before me this 21 st day of December 2017, by John 3. Towers

who is personally known to me or has produced actidentification.

SARA JO HALL
MY COMMISSION # GG138059
EXPIRES: August 27, 2021

## EXHIBIT "A" TO BILL OF SALE



## St. Johns County Utility Department

## Schedule of Values "EXHIBIT A"

Project Name:

DOLPHIN COVE

Contractor:

JAX UTILITIES MANAGEMENT, INC.

Developer:

NEW ATLANTIC BUILDERS, INC.

	UNIT	QUANITY	Ü	UNIT COST		TOTAL COST	
Water Mains (Size, Type & Pipe Class)	The Theorem and Theorem 1 is the Constitution of			M Ju 1 3	1		
8" DR 18	LF	35	\$	28.00	\$	980.00	
	LF	0	\$	-	\$	_	
6" DR 18	LF	500	\$.	14.00	\$	7,000.00	
	LF	0	\$	-	\$	-	
2" DR 9	LF	175	\$	9.00	\$	1,575.00	
Water Valves (Size and Type)		. ————————————————————————————————————	7	- 11	1		
	Ea	0	.\$	<b></b> ,	\$	-	
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	Ea	Ť	\$		\$		
Hydrants Assembly (Size and Type)	#		31.				
6" FIRE HYDRANT	Ea	1	-\$	2,500.00	\$	2,500.00	
FLUSH HYDRANT	Ea	1	\$	1,095.00	\$	1,095.00	
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Sevices (Size and Type)			7		1,	nain a	
SINGLE 1" SERVICE	Ea	4	\$	550.00	\$	2,200.00	
DOUBLE 1" SERVICE	Ea	6	\$	2,400.00	\$	14,400.00	
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	<del>'</del>	Total Wate	r System	r Cost	\$	32,750.00	



## St. Johns County Utility Department

**Asset Management** Schedule of Values "EXHIBIT A"

Project Name:

DOLPHIN COVE

Contractor:

Developer:

JAX UTILITIES MANAGEMENT, INC.
NEW ATLANTIC BUILDERS, INC.

	UNIT	QUANITY		JNIT COST		OTAL COST
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6" DR 11	LF LF	120	\$	40.00	\$	4,800.00
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6" TAP VALVE w/ SS TAP SLEEVE 8"X6"	· Ea	1	\$	1,800.00	\$	1,800.00
	Ea	0	\$		\$	
	Ea	0	\$	<del>-</del>	\$	
	Ea		\$	<del></del>	\$	<del></del>
Gravity Mains (Size, Type & Pipe Class)					Pira :	
10" DR 26	LF	785	\$	56.00	\$	43,960.00
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6" DR 35	EA	16	\$	580.00	\$	9,280.00
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4-6 foot deep Type A	EA	0	\$	_	\$	-
6-8 foot deep Type A	EA	2	\$	7,000.00	\$	14,000.00
8-10 foot deep Type A	EA	3	\$	12,000.00	\$	36,000.00
10-12 foot deep Type A	EA	0	\$	-	\$	-
> 12 foot deep Type A	EA	0	\$	<u>.</u>	<u>\$</u>	-
8-10 foot deep Type B	EA	1	\$	15,500.00	\$	15,500.00
10-12 foot deep Type B	EA	0	\$	-	\$	-
4-6 foot deep Type B	EA	0	\$	· -	\$	
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			\$		\$	
Lift Station		, , , , , , <del>, , , , , , , , , , , , , </del>	\$	· c - 7 <u>2</u> - F	\$	
Mechanical Equioment	Lump Sum	1	\$	64,000.00	\$	64,000.00
Process Piping	Lump Sum	1	\$	32,000.00	\$	32,000.00
Process Structure	Lump Sum	1	\$	74,000.00	\$	74,000.00
Process Electrical Equipment	Lump Sum	1	\$	45,000.00	\$	45,000.00
Other Improvements	Lump Sum	1	\$	35,000.00	\$	35,000.00
<u> </u>		Total Sewer		<u>-</u>	\$	375,340.00



## FINAL RELEASE OF LIEN

## **UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum \$408,090.00 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through December 18, 2017 to New Atlantic Builders, Inc. to the following described property:

See Exhibit "A" Schedule of Values for Dolphin Cove

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly

executed and delivered by its duly authorized office on this 18<sup>TH</sup> of December, 2017.

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Witness Signature

Lienor's Signature

Lienor's Signature

THOMAS R. JOHNS

Print Witness Name

State of FLORIDA

County of DUVAL

The foregoing instrument was acknowledged before me this 18TH day of December , 2017, by THOMAS R. JOHNS who is personally known to sheet erannen

Notary Profes 193/470

My Sunfunctional Notary Assn.

Notary Profes. Bonded through National Notary Assn.

## EXHIBIT "A" TO FINAL RELEASE OF LIEN



## St. Johns County Utility Department

# Schedule of Values "EXHIBIT A"

Project Name:

DOLPHIN COVE

Contractor:

JAX UTILITIES MANAGEMENT, INC.

Developer:

NEW ATLANTIC BUILDERS, INC.

	•	· ·		•		
	UNIT	QUANITY	1	JNIT COST	T	OTAL COST
Water Mains (Size, Type & Pipe Class):	1	الشي آخر المدادات المصداد المدادات ا	1 7 1 2		· ·	
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6" DR 18	LF	500	\$	14.00	\$	7,000.00
	LF	0	:\$	-	\$	_
2" DR 9	LF	175	\$	9.00	\$	1,575.00
Water Valves (Size and Type)			1717		- 1	· · · · · · · · · · · · · · · · · · ·
	Ea	0	\$	-	\$ .	
	Ea	0	\$		\$	-
6" GATE VALVE	Ea	2	\$	1,500.00	\$	3,000.00
	Ea		\$	<u>-</u>	\$	-
	Ea		\$		\$	-
Hydrants Assembly (Size and Type)			1			
6" FIRE HYDRANT	Ea	· 1	\$	2,500.00	\$	2,500.00
FLUSH HYDRANT	Ea	1.	\$	1,095.00	\$	1,095.00
			1.	,	\$	-
Sevices (Size and Type)			1		1	
SINGLE 1" SERVICE	Ea	4	\$	550.00	\$	2,200.00
DOUBLE 1" SERVICE	Ea	6	\$	2,400.00	\$.	14,400.00
	Ea	-	\$	-	\$	······································
			\$	-	\$	-
		Total Water System Cost				32,750.00



## St. Johns County Utility Department

Asset Management Schedule of Values "EXHIBIT A"

**Project Name:** 

DOLPHIN COVE

Contractor:

JAX UTILITIES MANAGEMENT, INC.

Developer:

NEW ATLANTIC BUILDERS, INC.

	UNIT	QUANITY	UNIT COST		TOTAL COST	
Force Mains (Size, Type & Pipe Class)	n fan it is in trough jangtermynningen i den jed it ti n namen in trough i den in samen in in trough		The sale of	eg i rajente e mere jarej. Pie na i Sula ka terres	[,,	Control of the contro
6" DR 11	LF	120	\$	40.00	\$	4,800.00
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6" TAP VALVE w/ SS TAP SLEEVE 8"X6"	Ea	1	\$	1,800.00	\$	1,800.00
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Gravity Mains (Size, Type & Pipe Class)	الله الله الله الله الله الله الله الله		g	and a second second	1.00	
10" DR 26	LF	785	\$	56:00	\$	43,960.00
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Laterals (Size and Type)	Samuel Same and the same of th	Management and a second and a second	Comments	to the second second	1 2	to the second of
6" DR 35	EA	16	\$	580.00	\$	9,280.00
	EA		.\$	_	\$	
	EA		\$		\$	-
	EA		\$	_	\$	-
Manholes (Size and Type)	And the same	Programme and the second secon			ingy.	a Salagar de la
4-6 foot deep Type A	EA	0	\$	_	\$	-
6-8 foot deep Type A	EA	2	\$	7,000.00	\$	14,000.00
8-10 foot deep Type A	EA	3	\$	12,000.00	\$	36,000.00
10-12 foot deep Type A	EA	0	\$		\$	_
> 12 foot deep Type A	EA	0	\$		\$	-
8-10 foot deep Type B	EA	1	\$	15,500.00	\$	15,500.00
10-12 foot deep Type B	EA	0	\$	-	\$	-
4-6 foot deep Type B	EA	0	\$	_	\$	-
	_		\$		\$	-
			\$	-	\$	-
Lift Station		grante a septembria.	\$		\$.	
Mechanical Equioment	Lump Sum	1	\$	64,000.00	\$	64,000.00
Process Piping	Lump Sum	1	\$	32,000.00	\$	32,000.00
Process Structure	Lump Sum	1	\$	74,000.00	\$	74,000.00
Process Electrical Equipment	Lump Sum	1	\$	45,000.00	\$	45,000.00
Other Improvements	Lump Sum	1	\$	35,000.00	\$	35,000.00
	<del>- • • • • • • • • • • • • • • • • • • •</del>	Total Sewer	Syste	m Cost	\$	375,340.00



# WARRANTY UTILITY IMPROVEMENTS

Date: December 18, 2017 Project Title: Dolphin Cove St. Johns County, Florida

FROM: JAX UTILITIES MANAGEMENT, INC.

P.O. BOX 6898

JACKSONVILLE, FLORIDA 32236

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: JAX UTILITIES MANAGEMENT, INC.
THOMAS R. JOHNS

State of \_FLORIDA\_\_ County of \_DUVAL\_

#### 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:

Dolphin Cove

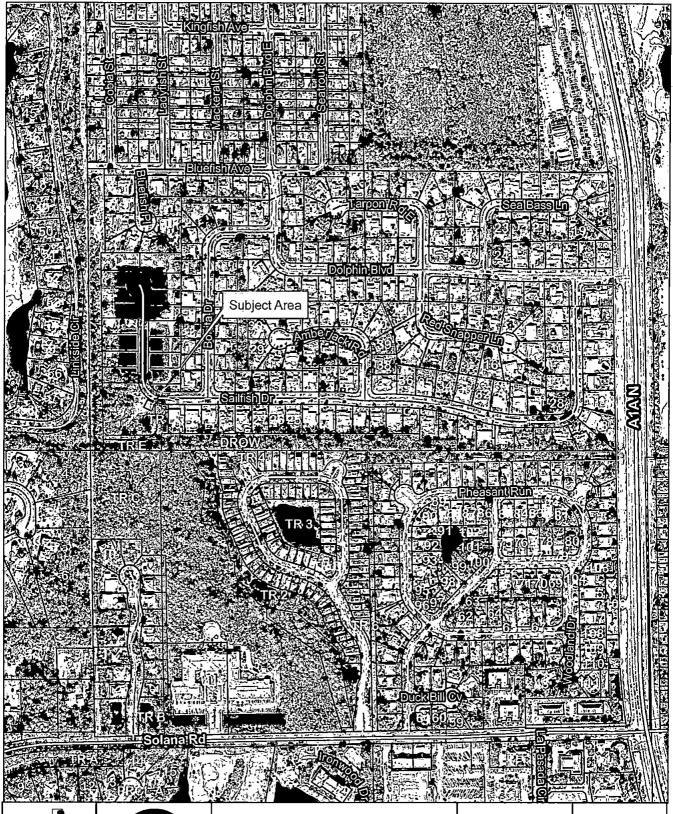
DATE:

December 18, 2018

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, Warranty and Warranty Deed to the Board of County Commissioners (BCC) for final approval and acceptance of Dolphin Cove.

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

100 200 Date: 12/20/2018 Easement for Utilities, Special Warranty Deed, Bill of Sale, Final Release of Lien, Warranty

Dolphin Cove

## Land Management Systems Real Estate Division (904) 209-0782

Disclaimer:
This map is for reference use only, ata provided are derived from multip 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.

