

RESOLUTION NO. 2019- 450

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE SAINT MARKS C&D LANDFILL LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, Republic Services of Florida, LP d/b/a Saint Marks C&D Landfill has executed and presented to the County an Easement for Utilities associated with the water system to serve Saint Marks C&D Landfill located off International Golf Parkway, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Republic Services of Florida, LP d/b/a Saint Marks C&D Landfill, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the sewer system to serve Saint Marks C&D Landfill located off International Golf Parkway, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, J.B. Coxwell Contracting, Inc., a Florida Corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Saint Marks C&D Landfill, 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.

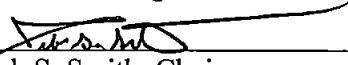
Section 2. The above described Easement for Utilities and Bill of Sale and Schedule of Values, Final Release of Lien and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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 17th day of December, 2019.

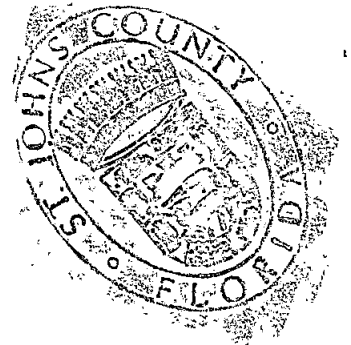
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

RENDITION DATE 12/19/19


Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 2nd day of May, 2018 by **Republic Services of Florida, LP d/b/a Saint Marks C&D Landfill**, with an address of 999 Saint Marks Pond Blvd., St Augustine, FL 32095, 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

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

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

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

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

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

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

2. (a) WATER SYSTEM - The Grantee shall maintain water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines 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

HANK LUDWIG
Print Name

[Signature]
Witness Signature

John Trollinger
Print Name

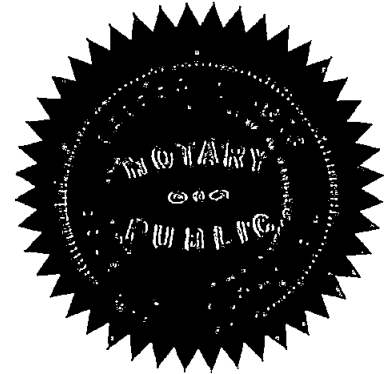
By: [Signature]
Print Name: James G. Amick, Jr.

Its: Area President

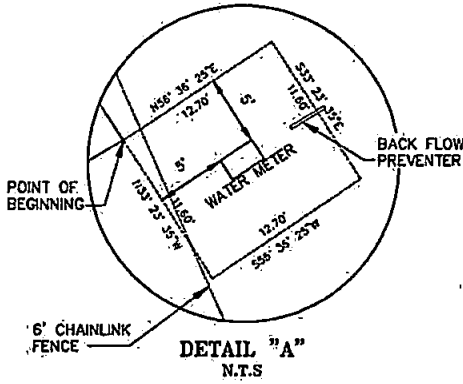
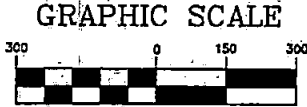
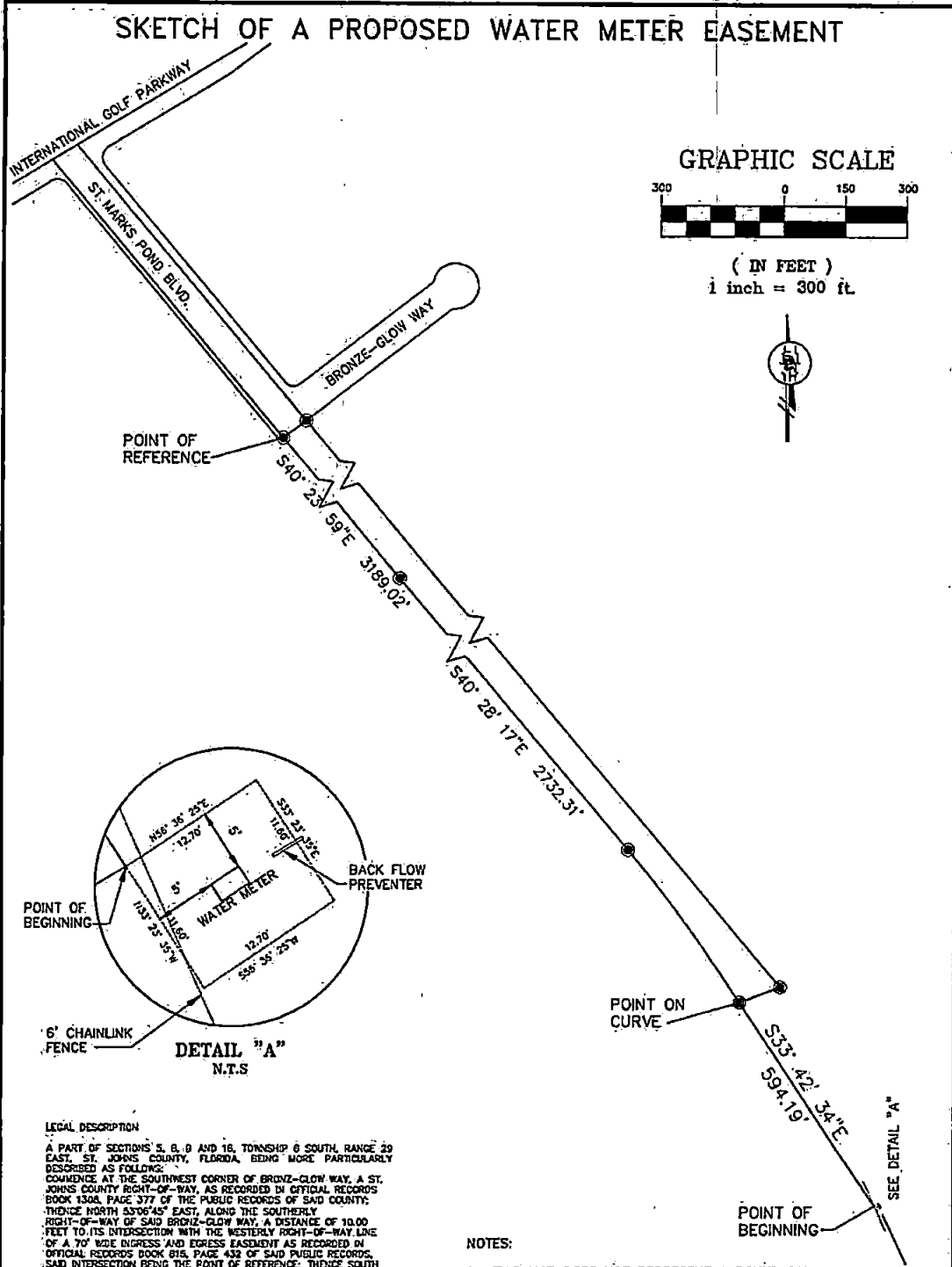
State of Georgia
County of Cobb

The foregoing instrument was acknowledged before me this 2nd day of May, 2018, by James G. Amick, Jr. who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires Aug 20, 2019



SKETCH OF A PROPOSED WATER METER EASEMENT



LEGAL DESCRIPTION

A PART OF SECTIONS 5, 8, D AND 16, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF BRONZE-GLOW WAY, A ST. JOHNS COUNTY RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 130A, PAGE 377 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 53°06'45\"/>

NOTES:

- 1. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE PURPOSE OF THIS MAP IS TO IDENTIFY A PROPOSED FIVE FOOT EASEMENT AROUND AN EXISTING WATER METER BOX. NO PROVISIONS FOR INGRESS AND EGRESS SHOWN AS DIRECTED BY CLIENT.
- 3. THIS MAP IS NOT BASED ON A CURRENT TITLE COMMITMENT OR TITLE SEARCH AND ADDITIONAL RECORDED DEEDS, EASEMENTS AND RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.

NOTE: NO REPRODUCTIONS OF THIS SURVEY MAP PERMITTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE UNDERSIGNED.

JULIAN VALBUENA, P.S.M., FL REG. #7003
 THIS SURVEY NOT VALID UNLESS SIGNED AND EMBOSSED WITH THE SURVEYOR'S SEAL.

B.V. & Associates, Inc.

Engineers • Surveyors • Planners

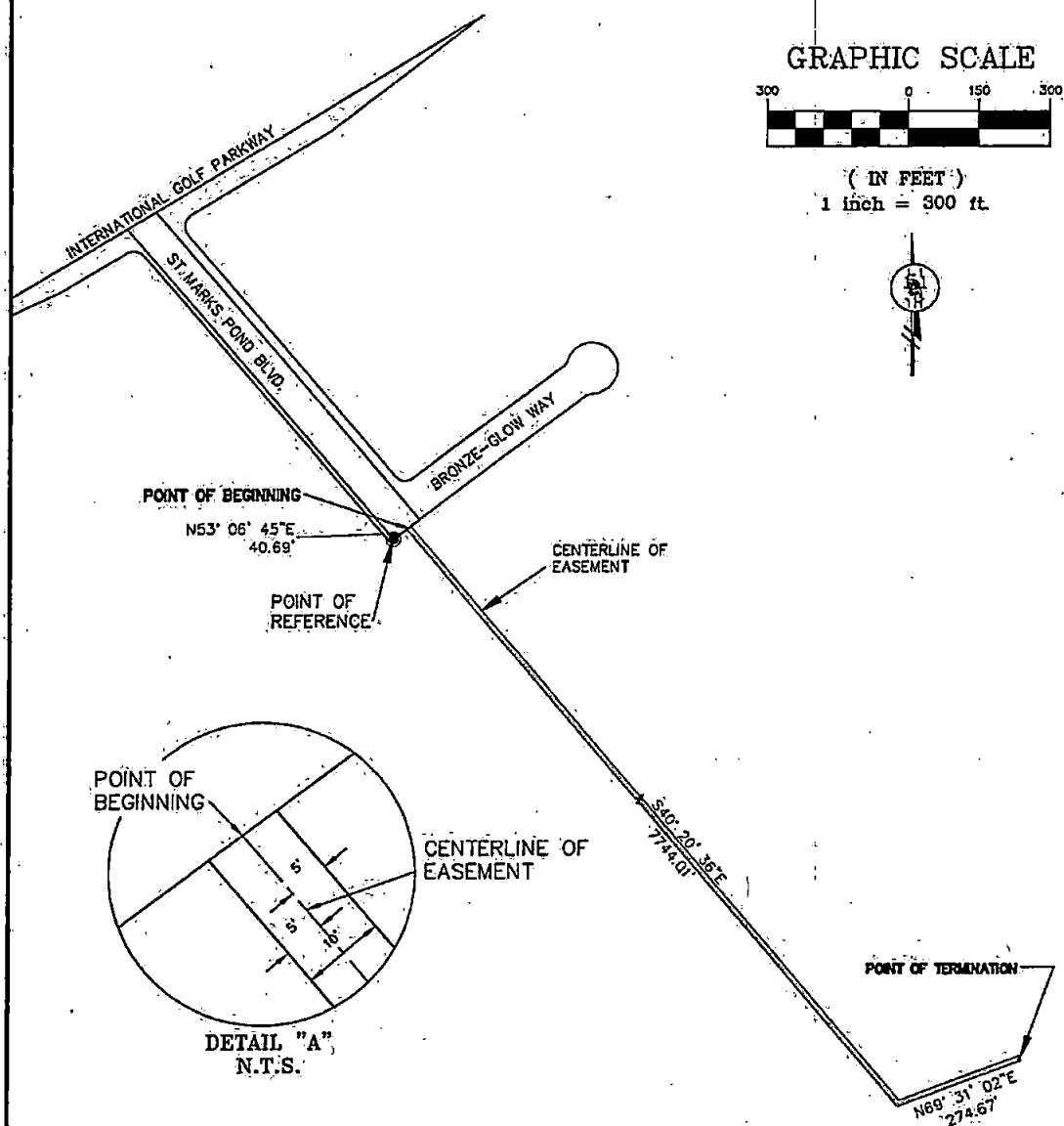
6501 Arlington Expressway Suite B 102 • Jacksonville, Florida
 (904) 725-6362 • Fax (904) 725-1455
 LB #7060

PROJECT NO.: 51838604 SURVEYED BY: L.C.
 OFFICE CADD BY: REB CHECKED BY: J.V.
 DATE OF SURVEY: 4-18-2018 FIELD BOOK: 18-705/69

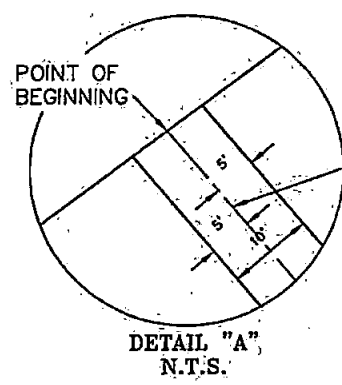
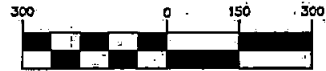
SHEET 1 OF 1

140201181986 51838604 1818STJANES HED EASEMENT.dwg 4/18/2018 2:24:28 PM

SKETCH OF A PROPOSED WATER METER EASEMENT



GRAPHIC SCALE



LEGAL DESCRIPTION

A TEN FOOT WIDE STRIP OF LAND IN SECTIONS 5,8,9 AND 16 TOWNSHIP 6 SOUTH RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BRONZ-GLOW WAY, A ST. JOHNS COUNTY RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 1308, PAGE 377 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 53°06'45\"/>

THE SIDE LINES OF SAID STRIP OF LAND SHALL BEGIN AT PERPENDICULAR BISECTORS TO THE POINT OF BEGINNING AND TO THE POINT OF TERMINATION.

NOTES:

1. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS MAP IS TO IDENTIFY A PROPOSED TEN FOOT EASEMENT AROUND AN EXISTING WATER METER FOR INGRESS/EGRESS AS DIRECTED BY CLIENT.
3. THIS MAP IS NOT BASED ON A CURRENT TITLE COMMITMENT OR TITLE SEARCH AND ADDITIONAL RECORDED DEEDS, EASEMENTS AND RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.

NOTE: NO REPRODUCTIONS OF THIS SURVEY MAP PERMITTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE UNDERSIGNED.

[Signature] 5-1-18
JULIAN VALBUENA, P.S.M., FL REG. #7003
 THIS SURVEY NOT VALID UNLESS SIGNED AND EMBOSSED WITH THE SURVEYOR'S SEAL

	B.V. & Associates, Inc.	
	Engineers * Surveyors * Planners	
6501 Arlington Expressway Suite B 102 * Jacksonville, Florida (904) 725-8362 * Fax (904) 725-1455 survey@bvandassociates.com LB #7060		
PROJECT NO.: 51895604	SURVEYED BY: J.C.	SHEET. 1 OF 1
OFFICE CAD BY: RB	CHECKED BY: J.V.	
DATE OF SURVEY: 4-18-2018	FIELD BOOK: 10-706/18	

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Exhibit "B" to Resolution



BILL OF SALE
UTILITY IMPROVEMENTS
for

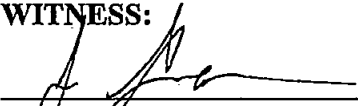
St. Marks Blvd. C&D Disposal Facility

Republic Services of Florida, LP, 445-A Republic Drive, St. Augustine, FL 32084, (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. Marks Blvd. C&D Disposal Facility"

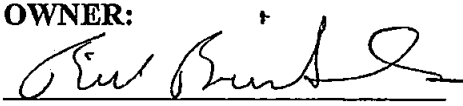
The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant 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 24 of sept., 18.

WITNESS:


Witness Signature
Jon Gagnor

Print Witness Name

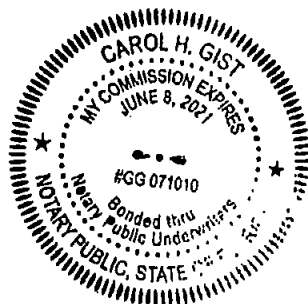
OWNER:


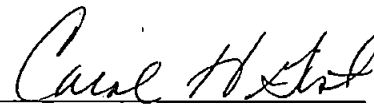
Owner's Signature
Bill Brinkley

Print Owner's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 24 day of September, 2018, by Bill Brinkley who is personally known to me or has produced _____ as identification.





Notary Public

Exhibit "A" to Bill of Sale



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Republic Services of Florida, Ltd.
 Contractor: J.B. Coxwell Contracting, Inc.
 Developer: Republic Services of Florida, Ltd.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4in x 8in Dual Contained FM	LF	40	\$ 46.00	\$ 1,840.00
Force Main Tie Into Exist FM	LS	1	\$ 940.00	\$ 940.00
Sewer Valves (Size and Type)				
4in Gate Valve & MH FM	EA	1	\$ 8,895.00	\$ 8,895.00
5' MH with 5in Swing Check Valve	EA	1	\$ 4,100.00	\$ 4,100.00
Gravity Mains (Size, Type & Pipe Class)				
Laterals (Size and Type)				
Manholes (Size and Type)				
Lift Station				
			\$ -	\$ -
Total Sewer System Cost				\$ 15,775.00

Exhibit "C" to Resolution



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$15,775.00 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through February 12, 2018 to Republic Services. to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR St. Marks Blvd. C&D Disposal Facility”

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 24 of Sept. 18.

WITNESS:

[Signature]
Witness Signature

Jon Gagnon
Print Witness Name

OWNER:

[Signature]
Lienor's Signature

Bill Brinkley
Print Lienor's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 24 day of September, 2018, by Bill Brinkley who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

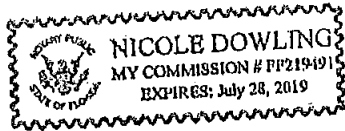


WAIVER AND RELEASE OF LIEN OR BOND
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 10,000, hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to Republic Services of Florida on the job of Republic Services of Florida to the following described property: St. Marks Blvd. Landfill

The undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project have been paid in full, including an and all applicable taxes through the date specified above.

DATED on 10/15/2018



State of Florida
County of Duval

Lienor's Name J.B. Coxwell Contracting, Inc.
Address 6741 Lloyd Road West
Jacksonville, FL 32254
Phone 904-786-1120
By [Signature]
Printed Name Tracy Lee Kalvig
Title Controller

Sworn to and Subscribed before me this 15th day of October, 2018

[Signature]
Notary Public

Personally known XX or Produced Identification _____
Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Exhibit "A" to Final Release of Lien



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Republic Services of Florida, Ltd.
 Contractor: J.B. Coxwell Contracting, Inc.
 Developer: Republic Services of Florida, Ltd.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4in x 8in Dual Contained FM	LF	40	\$ 46.00	\$ 1,840.00
Force Main Tie Into Exist FM	LS	1	\$ 940.00	\$ 940.00
Sewer Valves (Size and Type)				
4in Gate Valve & MH FM	EA	1	\$ 8,895.00	\$ 8,895.00
5' MH with 5in Swing Check Valve	EA	1	\$ 4,100.00	\$ 4,100.00
Gravity Mains (Size, Type & Pipe Class)				
Laterals (Size and Type)				
Manholes (Size and Type)				
Lift Station				
			\$ -	\$ -
Total Sewer System Cost				\$ 15,775.00

Exhibit "D" to Resolution



**WARRANTY
UTILITY IMPROVEMENTS**

Date: February 12, 2018

Project Title: St. Marks C & D Disposal Facility
St. Johns County, Florida

FROM: J.B. Coxwell
6741 Lloyd Road West
Jacksonville, Florida

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:

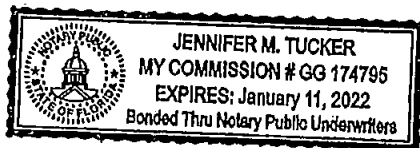
Contractor's Signature

Vice President of Operations

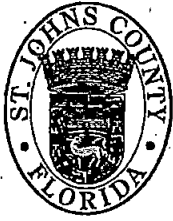
Print Contractor's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 12th day of September, 2018, by Chris Blank who is personally known to me or has produced _____ as identification.



Jennifer M. Tucker
Notary Public



St. Johns County Board of County Commissioners

Utility Department

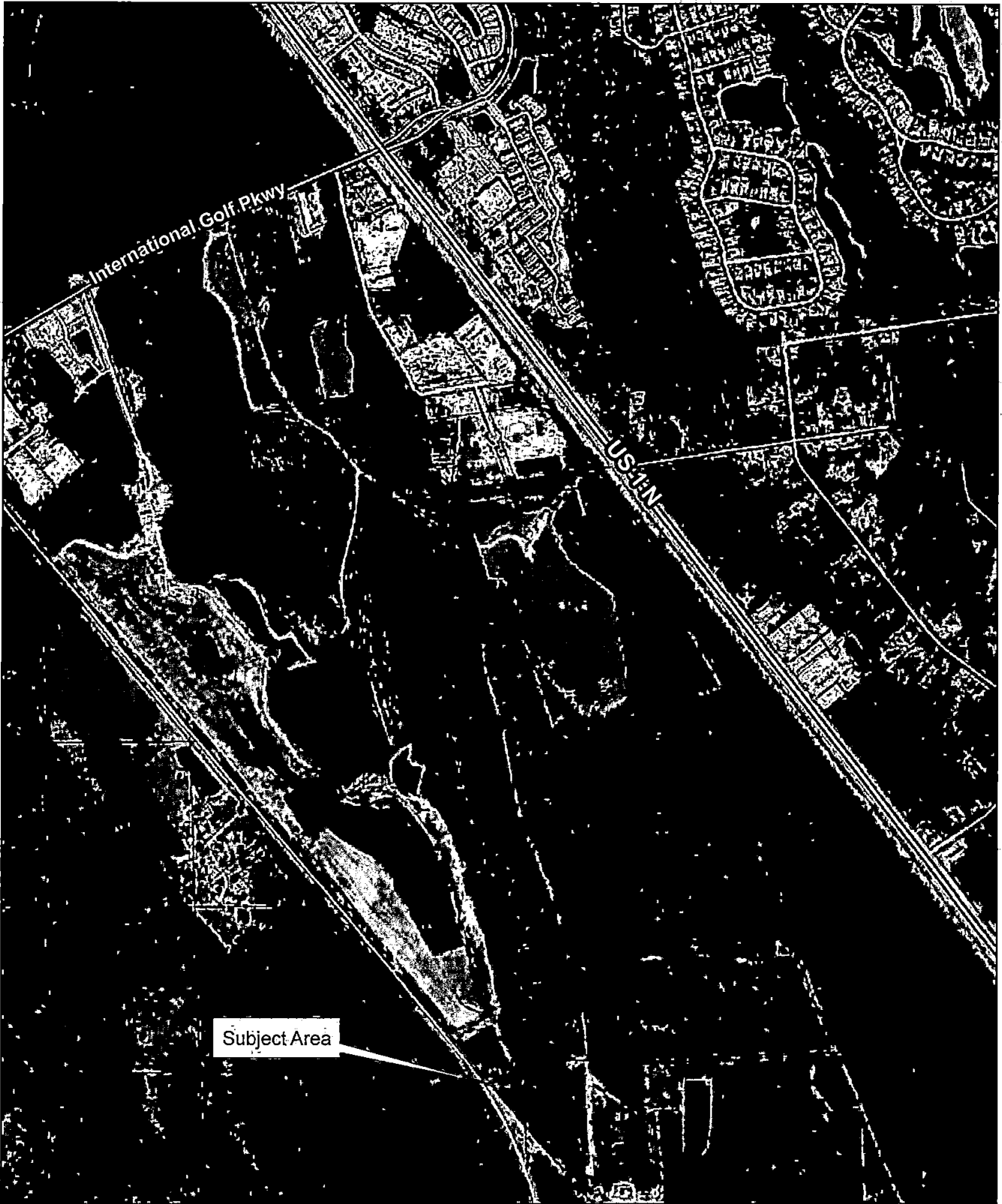
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: St. Marks C & D Disposal Facility
DATE: September 18, 2019

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of St. Marks C & D Disposal Facility.

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



2016 Aerial Imagery
0 245 490 980
Feet
Date: 11/25/2019

*Easement for
Utilities, Bill of
Sale, Final Release
of Lien and Warranty*

*Republic Services of Florida, LP
d/b/a Saint Marks C&D Landfill*

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.

