

RESOLUTION NO. 2020- 378

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, TWO EASEMENTS FOR UTILITIES, A FENCE MAINTENANCE AND HOLD HARMLESS AGREEMENT AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER, SEWER, AND SEWER FORCE MAIN SYSTEMS TO SERVE QUADRILLE LOCATED OFF SOLANA ROAD.**

**RECITALS**

**WHEREAS**, Quadrille Partners, Ltd., a Florida limited partnership, has executed and presented to the County an Easement for Utilities associated with the sewer force main system to serve Quadrille located off Solana Road attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, Quadrille Partners, Ltd., a Florida limited partnership, has executed and presented to the County an Easement for Utilities associated with the water, sewer and sewer force main systems to serve Quadrille located off Solana Road attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, Quadrille of Ponte Vedra Beach Homeowners Association, Inc., a Florida corporation, has executed and presented to the County a Fence Maintenance and Hold Harmless Agreement, by and through which the County has agreed to allow Quadrille to assume the responsibility and cost of installing and maintaining the fence surrounding the lift station as more fully described in said agreement, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

**WHEREAS**, Quadrille Partners, Ltd., a Florida limited partnership, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water, sewer and sewer force main systems to serve Quadrille located off Solana Road, attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

**WHEREAS**, United Brothers Development Corporation, a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Quadrille, attached hereto as Exhibits "E" and "F", 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 "G," 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 two Easements for Utilities, Fence Maintenance and Hold Harmless Agreement 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 Fence Maintenance and Hold Harmless Agreement and Final Release of Lien and file the two Easements for Utilities, Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of October, 2020.

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

By:   
Jeb S. Smith, Chair

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

**RENDITION DATE** 10/8/20

  
Deputy Clerk



Public Records of St. Johns County, FL  
Clerk number: 2020029293  
BK: 4923 PG: 590  
4/15/2020 12:12 PM  
Recording \$44.00  
Doc. D \$0.70

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 13<sup>th</sup> day of April, 2020  
by Quadrille Partners LTO with an address of  
818 A North Suite 300 Route 1000 Bch, FL 32082 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:

[Signature]  
Witness

Greg Strickland  
Print Name

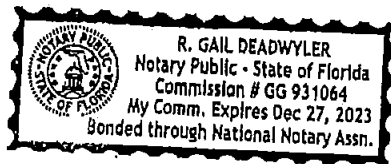
[Signature]  
Witness

R. Gail Dewwyler  
Print Name

By: [Signature]  
Its: owner

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13<sup>th</sup> day of April, 2020, by Davis Hoane as owner for Quadrille Partners, Ltd.



[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

EXHIBIT "A"

EASEMENT AREA

Easement Area shall be the 20 foot wide utility easement between lots 12 and 13; the 10 foot utility easement along the back yards of lots 12 and 11 and the side yard of lot 10 tying into the existing 10 foot wide utility easement, as described in the Quadrille Plat as recorded in Map Book 100, Page 62-65 of St Johns County Public Records.

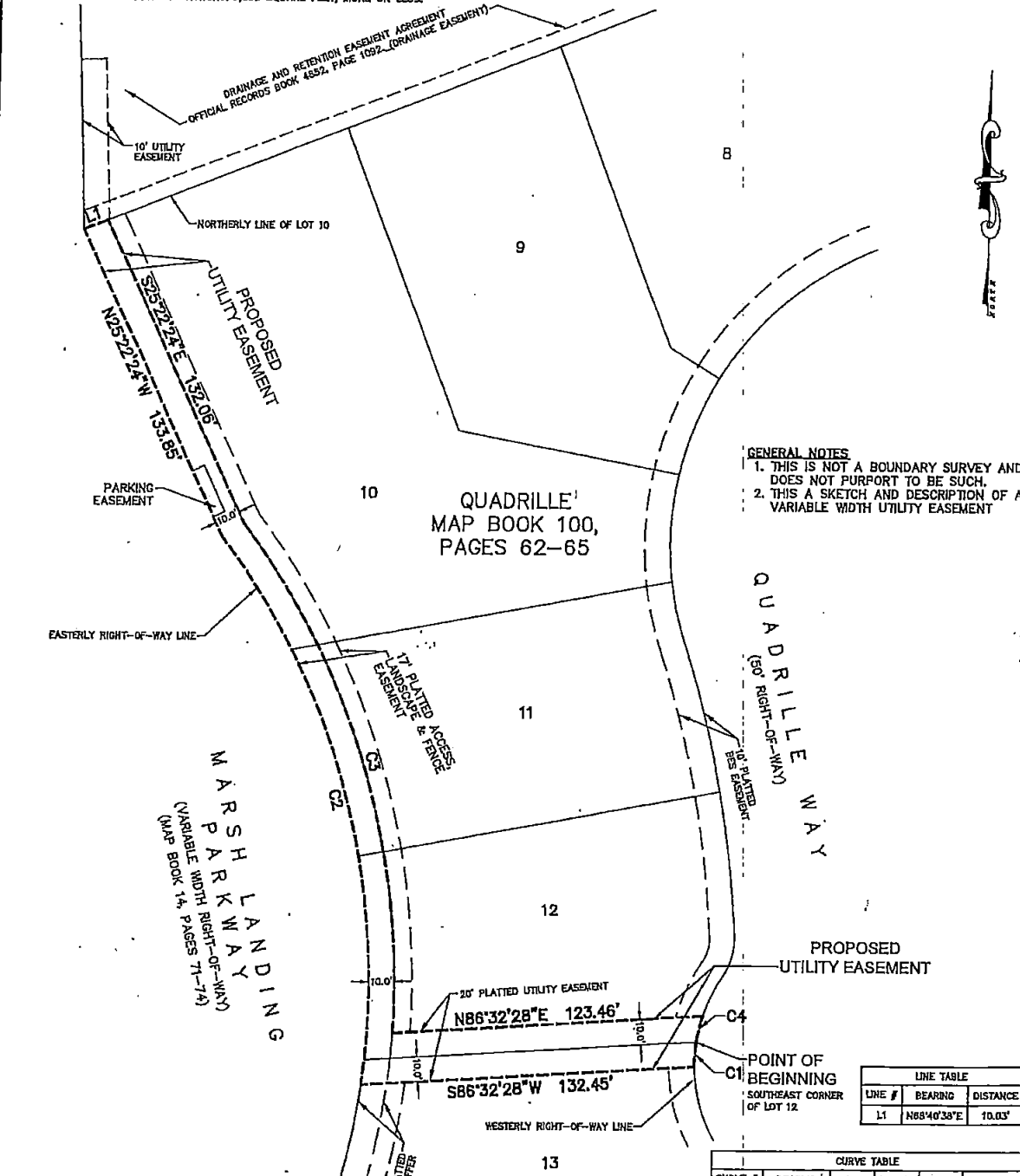
# MAP SHOWING SKETCH & DESCRIPTION OF

PROPOSED VARIABLE WIDTH UTILITY EASEMENT

A PORTION OF LOTS 10, 11, 12 AND 13, QUADRILLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 100, PAGES 62 THROUGH 65 (INCLUSIVE) OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 12, SAID POINT ALSO LYING ON THE CURVED WESTERLY RIGHT-OF-WAY OF QUADRILLE WAY (A 50' RIGHT-OF-WAY AS NOW ESTABLISHED), SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 62.00 FEET; THENCE SOUTHERLY ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 10.06 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°40'41" WEST, 10.05 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 86°32'28" WEST, A DISTANCE OF 132.45 FEET TO A POINT ON THE EASTERLY CURVED RIGHT-OF-WAY LINE OF MARSH LANDING PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED), AS RECORDED IN MAP BOOK 14, PAGES 71 THROUGH 74 (INCLUSIVE), OF SAID PUBLIC RECORDS; SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 290.00 FEET; THENCE NORTHERLY ALONG AND AROUND SAID CURVE SAID EASTERLY RIGHT-OF-WAY LINE AN ARC DISTANCE OF 229.79 FEET TO THE POINT OF NON TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15° 09' 48" WEST, 223.82 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 25°22'24" EAST, A DISTANCE OF 132.06 FEET TO THE NON-TANGENT POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 214.43 FEET TO THE TERMINUS OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°10'31" EAST, 209.00 FEET; THENCE NORTH 86°32'28" EAST, A DISTANCE OF 123.48 FEET TO THE AFOREMENTIONED CURVED EASTERLY RIGHT-OF-WAY LINE OF QUADRILLE WAY, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 62.00 FEET; THENCE SOUTHERLY ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 10.48 FEET TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°10'06" WEST, 10.47 FEET.

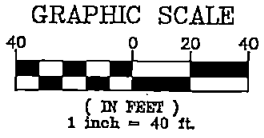
THE ABOVE DESCRIBED PARCEL CONTAINS: 6,095 SQUARE FEET, MORE OR LESS.



- GENERAL NOTES**
1. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE SUCH.
  2. THIS A SKETCH AND DESCRIPTION OF A VARIABLE WIDTH UTILITY EASEMENT

LINE TABLE			
LINE #	BEARING	DISTANCE	
L1	N88°40'38"E	10.03'	

CURVE TABLE					
CURVE #	BEARING	CHORD	RADIUS	LENGTH	DELTA
C1	S03°40'41"W	10.05'	62.00'	10.06'	009°17'42"
C2	N15°09'48"W	223.82'	290.00'	229.79'	045°23'59"
C3	S17°10'31"E	209.00'	300.00'	214.43'	040°57'12"
C4	S13°10'06"W	10.47'	62.00'	10.48'	009°41'08"



THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCUMBRANCES EXCEPT AS SHOWN AND THAT THE SURVEY SHOWS HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYING AND MAPPING PURSUANT TO CHAPTER 463, PART OF THE FLORIDA ADMINISTRATIVE CODES.

No. 4827  
**Bob L. Pittman**  
 BOB L. PITTMAN, R.S.M. OF 03-31-20  
 Florida Registration Certificate No. 4827  
 NOT VALID WITHOUT ORIGINAL SIGNATURE AND THE ORIGINAL RECORDS SEE JOB A FLORIDA LICENSED SURVEYOR AND MAPPER.

**ARC SURVEYING & MAPPING, INC.**  
 5202 SAN JUAN AVENUE,  
 JACKSONVILLE, FLORIDA 32210  
 PHONE: 904/384-8377  
 LICENSED BUSINESS NO. 6487

**ARC**

DRAWN BY: JDY	DATE: N/A	FIELD BOOK & PAGE: N/A	JOB NO.:
---------------	-----------	------------------------	----------

Exhibit "B" to Resolution

Public Records of St. Johns County, FL  
Clerk number: 2020029294  
BK: 4923 PG: 595  
4/15/2020 12:12 PM  
Recording \$44.00  
Doc. D \$0.70

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 13<sup>th</sup> day of April, 2020  
by Quadrille Partners, L.P., with an address of  
518117 North, Suite 200, Ponte Vedra Beach, FL 32082 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 water distribution system, gravity sewer collection system, & 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) WATER SYSTEM - 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 or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) 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.

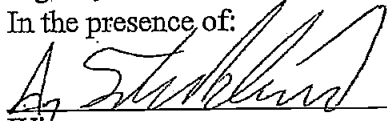
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, 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.

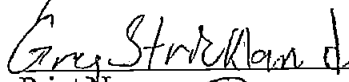
4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

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.

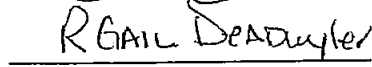
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Print Name

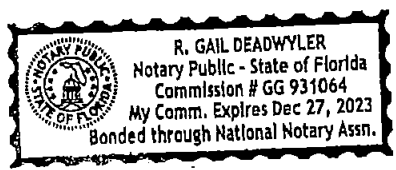
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Its: Owner

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13<sup>th</sup> day of APRIL, 2020, by Doris Horne as owner for Quadrille Partners, Ltd.



[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

~~Personally Known or Produced Identification~~  
Type of Identification Produced

EXHIBIT "A"  
EASEMENT AREA

Easement Area shall be the Right-of-Way for Quadrille Way and Tract "E" as described in the Quadrille Plat as recorded in Map Book 100, Page 62 -65 of St. Johns County Public Records.

Exhibit "C" to Resolution

**FENCE MAINTENANCE AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 15<sup>th</sup> day of June 2020, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and QUADRILLE OF PONTE VEDRA BEACH HOMEOWNERS ASSOCIATION, INC. ("Quadrille"), a Florida not for profit corporation, whose address is 818 A1A North, Suite 300, Ponte Vedra Beach, Florida 32082.

**RECITALS**

WHEREAS, the Plat for Quadrille recorded at Map Book 100, Page 62 irrevocably and without reservation dedicates Tract "A" (lift station) to St. Johns County, its successors and assigns, in fee simple title; and

WHEREAS, Quadrille wishes to enhance the aesthetic appearance of the fence surrounding the lift station site by constructing and maintaining a six foot (6') wooden board-on-board fence; and

WHEREAS, the County has agreed to allow Quadrille to assume the responsibility and cost of installing and maintaining the fence surrounding the lift station depicted on Exhibit A, incorporated by reference and made a part hereof, subject to the conditions provided herein; and

WHEREAS, the County has agreed to recognize the efforts of Quadrille in increasing the aesthetic and community value of the fence; and

WHEREAS, the County finds a public purpose in entering into this agreement.

NOW THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, the County and Quadrille agree as follows:

Section 1. Recitals and Exhibits. The recitals and exhibits above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Ownership of Fence. Quadrille shall maintain, or cause to be maintained, the fence surrounding the lift station under the terms and conditions contained herein. The cost of such maintenance shall be the sole expense of Quadrille. It is expressly understood and agreed that this Agreement is for permissive use only and that nothing in the execution, operation, effect, or performance of this Agreement, nor the maintenance of the fence or any work performed upon public property pursuant to this Agreement, shall in any way operate to create or vest any right, title, interest, or estate to Quadrille or other public property.

Section 3. Quadrille Duties. Quadrille shall install and maintain in perpetuity the fence surrounding the lift station identified in Exhibit A at its sole cost and expense and subject to the following conditions:

A. Minor maintenance issues and/or repairs to the fence must be performed within five (5) days of written notification by the County.

B. Lifespan or major maintenance issues to the fence must be resolved within thirty (30) days of written notification by the County.

C. Maintenance on the fence shall be performed in a good and workmanlike manner, with reasonable care, in accordance with the terms of this Agreement. No other maintenance activities are permitted by this Agreement.

D. Quadrille shall not install any landscaping or other improvements, including but not limited to trees, bushes, or plants ("Landscaping Improvements") along the exterior perimeter of the fence without first seeking and obtaining written approval from the St. Johns County Utility Department. Maintenance of any approved Landscaping Improvements shall be the sole responsibility of Quadrille and shall be performed in a good and workmanlike manner, with reasonable care, and in accordance with the terms of this Agreement, which shall include, but not be limited to, keeping and trimming such Landscaping Improvements so as not to interfere with or obstruct the lift station site or otherwise cause or constitute a safety hazard.

Section 4. County Duties. The County shall timely review any application by or on behalf of Quadrille for the installation of Landscaping Improvements along the exterior perimeter of the fence surrounding the lift station site.

Section 5. License. The County grants Quadrille and its officers, contractors, employees, and agents a license to use portions of the property identified in Exhibit A for the purposes set forth above in Section 3. The County retains the right to use the property identified in Exhibit A in any manner not inconsistent with the rights granted herein to Quadrille.

Section 6. Emergency Maintenance. If, at any time, at the sole determination of the County, the integrity or safety of the fence surrounding the lift station site requires immediate maintenance for the benefit of the public health, safety, or welfare, the County may perform such maintenance as it deems appropriate under the circumstances. The County shall attempt to notify Quadrille prior to such action, but may take necessary steps to correct the emergency situation prior to such notification in order to prevent imminent danger to public health, safety, or welfare.

Section 7. Quadrille Failure to Perform. In the event that Quadrille fails to fulfill any of its maintenance obligations under Section 3 above, the County shall notify Quadrille in writing of said failure to perform and of the corrective action to be taken. Quadrille shall then have ten (10) days from the date of the notice, or such other time as Quadrille and the County mutually agree in writing, to take such corrective action and provide the County with written notice of same. In the event Quadrille does not take corrective action within ten (10) days, the County may:

A. Provide Quadrille with written authorization granting such additional time as the County deems appropriate to take corrective action; or

B. May terminate this Agreement for cause upon providing at least ten (10) days after advance written notice to Quadrille, and the County may thereafter replace the fence surrounding the lift station with the typical St. Johns County Utility Department chain link fencing.

Section 8. Termination. This Agreement may be terminated by either party without cause upon sixty (60) days prior written notice to the other party.

Section 9. Indemnity. Quadrille, its successors and assigns, and individual members constituting Quadrille, covenant and agree to protect, defend, indemnify, and hold the County and its elected officials, officers, agents, employees, and assigns harmless from all claims, lawsuits, liability, injuries, death, or damages, including costs and attorneys' fees, resulting from, arising out of, or related to any act, action, neglect, or omission by Quadrille, its officers, contractors, employees, or agents associated with or connected with the fence surrounding the lift station referenced in this Agreement.

Section 10. Relationship of the Parties. This parties agree that this Agreement does not and shall not be construed as or constitute an agency, partnership, joint venture, or other fiduciary or confidential relationship between Quadrille and the County.

Section 11. No Third Party Beneficiaries. This Agreement is entered into only for the benefit of the parties hereto, and their respective successors and assigns. Both the County and Quadrille expressly agree that nothing in this Agreement shall be construed to create any third party beneficiary status on any person or entity.

Section 12. Waiver. The failure of either party to insist upon strict performance of any term or provision of this Agreement on one or more occasions shall not be construed as a waiver of such term or provision and all such terms and provisions shall remain in full force and effect. No waiver of any portion of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

Section 13. Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement among the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, either oral or written, among the parties hereto relating to the subject matter of this Agreement except those fully expressed herein, and each party agrees that, in entering into this Agreement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

Section 14. Negotiated Agreement. This Agreement was negotiated and prepared by both parties with each party having had the opportunity to consult with counsel and advisers of their own choosing. The parties have agreed to the text of this Agreement, and none of the provisions hereof shall be construed against either party on the ground that such party is the author of this Agreement or any part thereof.

Section 15. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the County's lift station site, whether in existence on the date hereto or constructed in the future.

Section 16. Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, invalid, or otherwise unenforceable for any reason, then such word, phrase, sentence,

part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional, invalid, or unenforceable shall remain in full force and effect.

Section 17. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 18. Assignment. This Agreement shall not be transferred or assigned in whole or in part without written consent of both parties. Nothing in this Agreement shall prevent Quadrille from delegating its duties hereunder, but such delegation shall not release Quadrille from its obligation to perform this Agreement.

Section 19. Amendments to Agreement. Both parties acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Any amendments to the Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and Quadrille.

Section 20. Notice. All notices pertaining to this Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested to:

For the County: St. Johns County  
Utility Department Manager  
1205 State Road 16  
St. Augustine, Florida 32084

For Quadrille: Quadrille of Ponte Vedra Beach Homeowners Association, Inc.  
818 A1A North, Suite 300  
Ponte Vedra Beach, Florida 32082

Section 21. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile, and each counterpart shall be deemed an original and all of which together will constitute one and the same instrument.

Section 22. Paragraph and Section Headings. Paragraph and section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

Section 23. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Section 24. Authority to Execute. Each party to this Agreement covenants to the other party that it has the lawful authority to enter into this Agreement and that it has authorized the execution of this Agreement by the representative noted below.



Section 25. Effective Date. This Agreement shall be effective on the date of the last signature of the parties here to.

IN WITNESS WHEREOF, the County and Quadrille have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered  
in our presence as witnesses:

ST. JOHNS COUNTY, FLORIDA  
A political subdivision of the State of Florida

[Signature] 6/26/20  
Signature Date

By: Hunter S. Conrad 26 June 20  
Hunter.S. Conrad Date  
County Administrator

Larry K. Miller Jr.  
Print Name

Melissa Caraway 6/26/2020  
Signature Date

Melissa Caraway  
Print Name

ATTEST: Brandon Patty, Clerk

Legally Sufficient:

By: \_\_\_\_\_  
Deputy Clerk

By: [Signature]  
County Attorney

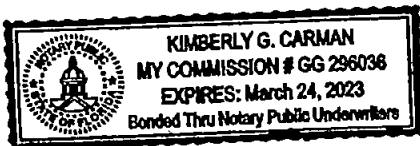
Date: 6-23-20

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2020, by Hunter S. Conrad, County Administrator, on behalf of St. Johns County, Florida, who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

Notary Public: [Signature]  
My Commission Expires: 3-24-23



Signed, sealed and delivered  
in our presence as witnesses:

QUADRILLE OF PONTE VEDRA BEACH  
HOMEOWNERS ASSOCIATION, INC.

Debbie von Berner 6/15/20  
Signature Date

By: KAROL D HORNE 6/15/20  
Signature Date

Debbie von Berner  
Print Name

KAROL D. HORNE  
Print Name

Alison Rockett Frasse 6/15/20  
Signature Date

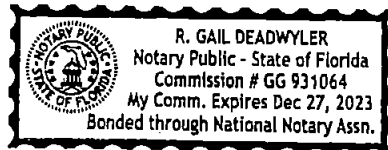
SECRETARY  
Title

Alison Rockett Frasse  
Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2020, by KAROL D. HORNE, on behalf of Quadrille of Ponte Vedra Beach Homeowners Association, Inc. who is personally known to me ~~or has produced~~ as identification.

(Notary Seal)



Notary Public: [Signature]

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



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for  
**Quadrille**

Quadrille Partners, LLC 818 A1A North S 300 Ponte Vedra Beach, FL 32082,  
(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 QUADRILLE”

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 26<sup>th</sup> of March 2020

WITNESS:

Jaye Faison  
Witness Signature

Jaye Faison  
Print Witness Name

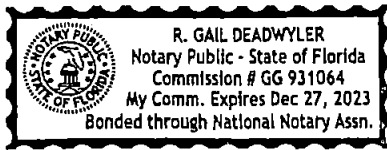
OWNER:

Karol D. Horne  
Owner's Signature

KAROL D. HORNE  
Print Owner's Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of MARCH 2020, by Karol D. Horne who is personally known to me ~~or has produced~~ as identification.  physical presence



[Signature]  
Notary Public

Exhibit "A" to Bill of Sale



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

Project Name: Quadrille  
 Contractor: United Brothers Development Corp.  
 Developer: Quardille Partners LTD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" DR-18 PVC	LF	740	\$ 25.00	\$ 18,500.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
4" GVB	Ea	2	\$ 1,750.00	\$ 3,500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" DR-26 PVC	LF	888	\$ 75.00	\$ 66,600.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" DR-26 PVC	EA	20	\$ 3,550.00	\$ 71,000.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA	1	\$ 7,500.00	\$ 7,500.00
6-8 foot deep	EA	4	\$ 10,000.00	\$ 40,000.00
8-10 foot deep	EA	1	\$ 12,500.00	\$ 12,500.00
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum	1	\$ 12,500.00	\$ 12,500.00
Process Piping	Lump Sum	1	\$ 37,500.00	\$ 37,500.00
Process Structure	Lump Sum	1	\$ 55,000.00	\$ 55,000.00
Process Electrical Equipment	Lump Sum	1	\$ 45,000.00	\$ 45,000.00
Other Improvements	Lump Sum	1	\$ 15,115.00	\$ 15,115.00
<b>Total Sewer System Cost</b>				<b>\$ 384,715.00</b>



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

Project Name:	Quadrille
Contractor:	United Brothers Development Corp.
Developer:	Quadrille Partners LTD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
2" Poly DR-9	LF	170	\$ 14.00	\$ 2,380.00
4" DR-18 PVC	LF	180	\$ 18.00	\$ 3,240.00
6" DR-18 PVC	LF	335	\$ 20.00	\$ 6,700.00
8" DR-18 PVC	LF	460	\$ 26.00	\$ 11,960.00
10" DR-18 PVC	LF	720	\$ 33.00	\$ 23,760.00
<b>Water Valves (Size and Type)</b>				
8" GVB	Ea	1	\$ 1,600.30	\$ 1,600.30
10" GVB	Ea	1	\$ 2,000.00	\$ 2,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
8X6" Fire Hydrant	Ea	3	\$ 4,858.00	\$ 14,574.00
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
1" Poly	Ea	23	\$ 950.00	\$ 21,850.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 88,064.30</b>

Exhibit "E" to Resolution



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum \$ 472,779.30 Four Hundred Seventy Two Thousand Seven Hundred Seventy Nine Dollars and Thirty Cents hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 03-27-2020 to Quadrille Partners LTD. to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR Quadrille Subdivision"  
Marsh Landing Parkway and Solano Road Ponte Vedra, FL 32082

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 27 of March, 2020.

WITNESS:

Witness Signature

Charles Blevins

Print Witness Name

OWNER:

Lienor's Signature

David O. Dostie

Print Lienor's Name

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27th day of March, 2020, by

David O. Dostie as President  
for United Brothers Development Corp.



Denise M. Haller  
Commission # GG044833  
Expires: Nov. 26, 2020  
Bonded thru Aaron Notary

Notary Public

My Commission Expires: 11/26/20

Personally Known or Produced Identification

Type of Identification Produced

Exhibit "A" to Final Release of Lien



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

Project Name: Quadrille  
 Contractor: United Brothers Development Corp.  
 Developer: Quardille Partners LTD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" DR-18 PVC	LF	740	\$ 25.00	\$ 18,500.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
4" GVB	Ea	2	\$ 1,750.00	\$ 3,500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" DR-26 PVC	LF	888	\$ 75.00	\$ 66,600.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" DR-26 PVC	EA	20	\$ 3,550.00	\$ 71,000.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA	1	\$ 7,500.00	\$ 7,500.00
6-8 foot deep	EA	4	\$ 10,000.00	\$ 40,000.00
8-10 foot deep	EA	1	\$ 12,500.00	\$ 12,500.00
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum	1	\$ 12,500.00	\$ 12,500.00
Process Piping	Lump Sum	1	\$ 37,500.00	\$ 37,500.00
Process Structure	Lump Sum	1	\$ 55,000.00	\$ 55,000.00
Process Electrical Equipment	Lump Sum	1	\$ 45,000.00	\$ 45,000.00
Other Improvements	Lump Sum	1	\$ 15,115.00	\$ 15,115.00
<b>Total Sewer System Cost</b>				<b>\$ 384,715.00</b>



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

Project Name: Quadrille  
 Contractor: United Brothers Development Corp.  
 Developer: Quadrille Partners LTD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
2" Poly, DR-9	LF	170	\$ 14.00	\$ 2,380.00
4" DR-18 PVC	LF	180	\$ 18.00	\$ 3,240.00
6" DR-18 PVC	LF	335	\$ 20.00	\$ 6,700.00
8" DR-18 PVC	LF	460	\$ 26.00	\$ 11,960.00
10" DR-18 PVC	LF	720	\$ 33.00	\$ 23,760.00
<b>Water Valves (Size and Type)</b>				
8" GVB	Ea	1	\$ 1,600.30	\$ 1,600.30
10" GVB	Ea	1	\$ 2,000.00	\$ 2,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
8X6" Fire Hydrant	Ea	3	\$ 4,858.00	\$ 14,574.00
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
1" Poly	Ea	23	\$ 950.00	\$ 21,850.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 88,064.30</b>





**WARRANTY  
UTILITY IMPROVEMENTS**

Date: 03-23-2020

Project Title: Quadrille  
St. Johns County, Florida

FROM: United Brothers Development Corp.  
6924 Distribution Avenue S  
Jacksonville, FL 32256

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:

*Derek Dostie*

Contractor's Signature

Derek Dostie

Print Contractor's Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2020 by Derek Dostie who is personally known to me or has produced \_\_\_\_\_ as identification.

physical presence

*Denise M. Haller*

Notary Public



Denise M. Haller  
Commission # GG044833  
Expires: Nov. 26, 2020  
Bonded thru Aaron Notary



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

Utility Department

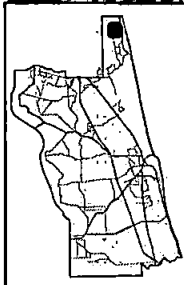
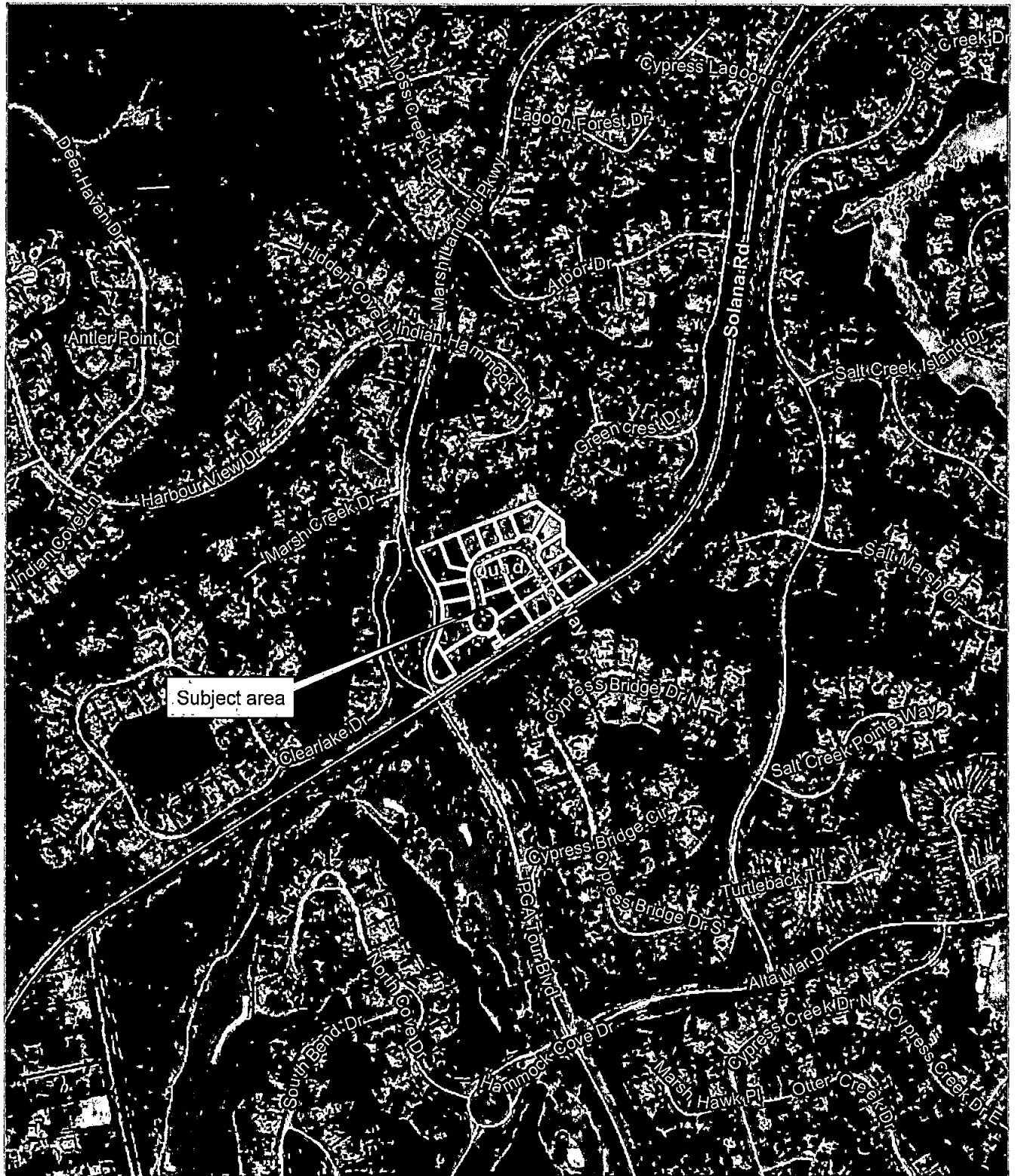
**INTEROFFICE MEMORANDUM**

TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Quadrille  
DATE: July 29, 2020

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, Warranty and Fence Maintenance and Hold Harmless Agreement to the Board of County Commissioners (BCC) for final approval and acceptance of Quadrille.

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.



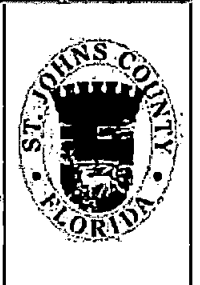
2019 Aerial Imagery  
 0 145 290 580  
 Feet  
 Date: 9/12/2020

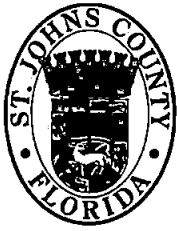
Two Easements for Utilities,  
 Fence Maintenance and Hold  
 Harmless Agreement, Bill of Sale,  
 Schedule of Values, Final Release  
 of Lien, and Warranty

Quadrille

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.





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

Utility Department

**INTEROFFICE MEMORANDUM**

TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Quadrille  
DATE: July 29, 2020

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, Warranty and Fence Maintenance and Hold Harmless Agreement to the Board of County Commissioners (BCC) for final approval and acceptance of Quadrille.

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.