## RESOLUTION NO. 2023-172

RESOLUTION BOARD OF Α BY THE COUNTY COUNTY, COMMISSIONERS OF ST. JOHNS FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES, FINAL RELEASE OF LIEN, WARRANTY, BILL OF SALE AND SCHEDULE OF VALUES ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE APARTMENTS AT WORLD **COMMERCE CENTER LOCATED OFF STATE ROAD 16.** 

### RECITALS

WHEREAS, IGP Equities, LLC, a Florida limited liability company, has executed and presented to the County an Easement associated with the water system to serve Apartments at World Commerce Center located off State Road 16, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, WCC Palma Vista, LLC, a Florida limited liability company, has executed and presented to the County an Easement associated with the water system to serve Apartments at World Commerce Center located off State Road 16, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, WCC Palma Vista, LLC, a Florida limited liability company, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water and sewer systems to serve Apartments at World Commerce Center, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, Miranda Contracting, LLC, a Florida limited liability company, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Apartments at World Commerce Center, attached hereto as Exhibits "D" and "E", incorporated by reference and made a part hereof; and

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

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

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

Section 2. The above described Easements for Utilities, Bill of Sale, 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 Circuit Court is instructed to record the original Easements for Utilities and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this (oth day of June, 2023.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA By: Christian Whitehurst, Chair

18

Rendition Date\_\_\_\_\_

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

Deputy Clerk



### **EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022 by **IGP EQUITIES, LLC**, a Florida limited liability company, with an address of 10739 Deerwood Park Boulevard, Suite 300, Jacksonville, FL 32256, 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 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:

IGF Equities, LLC a Florida limited liability company

Witness Signature

tmanda UNeal

By:\_\_\_\_\_Carrie L. Manley, Manager

Print Name

Witness Signature

Mile line Print Name

STATE OF	Flor. da	
COUNTY OF	Duval	

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this  $\underline{\Box}$  day of  $\underline{\Box}$  the equation  $20 \underline{\Box} \underline{\Sigma}$ , by

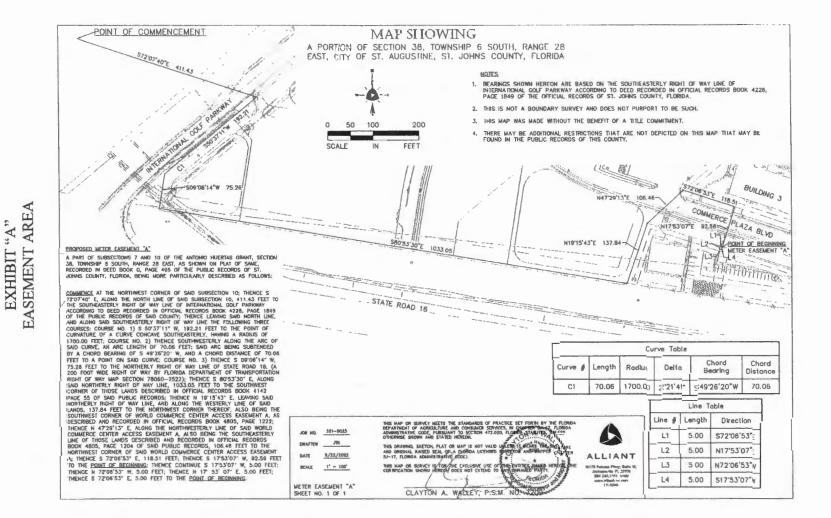
arrie maney	as Manages	
for DESP Equine		
	/	
	i Chile Cill	

Notary Public My Commission Expires: 1/2(1)

Personally Known or Produced Identification

MMANDA OWEAL Notary Public - State of Florida Commission # HH 292490 My Comm. Expires Jul 25, 2026 onded through National Notary Assn.

Type of Identification Produced



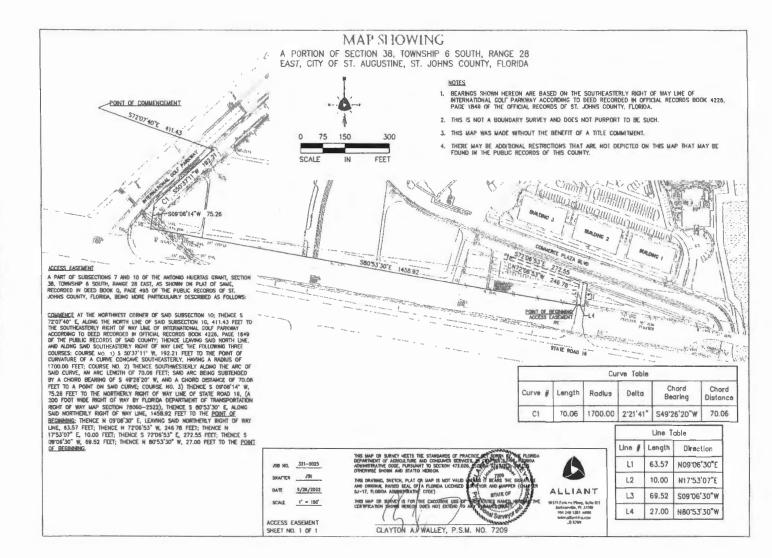


EXHIBIT "B" NGRESS/EGRESS AREA

#### **EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 15<sup>th</sup> day of <u>Septenberk</u>, 2022 by <u>WCC PALMA VISTA LUC</u>, with an address of <u>1019 GOODWIN ST JACKONULUE</u> FL, 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 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 Signature	
Ti Ffany Brayten	

By:

Scon Hoppy SCOTT HORRY Print Name:

SUP

Its:

Witness Signature

Print Name ANOUNT

STATE OF DUVAC COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or  $\Box$  online notarization, this 27 day of September , 20 22, by Scott Hobby as SVP Scott Hobby for wcc Palma Vista

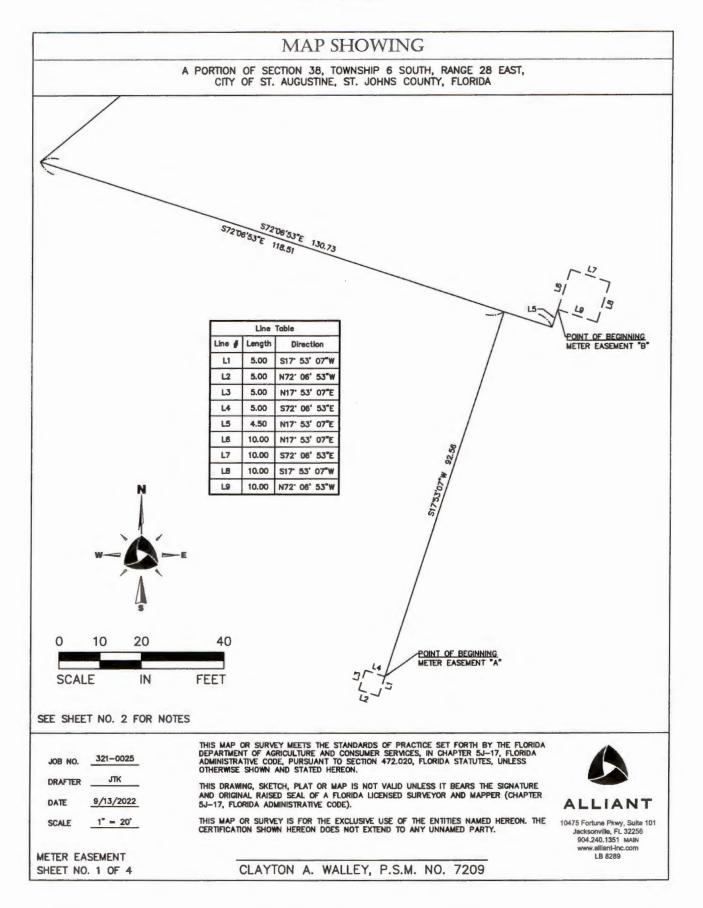
Uffany Grayten Notary Public My Commission Expires:  $12 \cdot 26 \cdot 26$ 

Personally Known or Produced Identification Type of Identification Produced

TIFFANY GAYTON Commission # HH 305513 Expires December 26, 2026

#### EXHIBIT "A"

#### EASEMENT AREA



MAP SHOWING
A PORTION OF SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA
NOTES 1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4226, PAGE 1849 OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE SUCH.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
<ol> <li>THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS MAP THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.</li> </ol>
5. THIS MAP IS INTENDED TO BE REPRODUCED AT 8.5"X11" FOR PROPER SCALING.
JOB NO.       321-0025         JOB NO.       321-0025         DRAFTER       JTK         DATE       9/13/2022
SCALE       1" = 20'       THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.       10475 Fortune Pkwy, Suite 101         METER EASEMENT       10475 Fortune Pkwy, Suite 101       Jacksonville, FL 32256
SHEET NO. 2 OF 4 CLAYTON A. WALLEY, P.S.M. NO. 7209

### MAP SHOWING

A PORTION OF SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

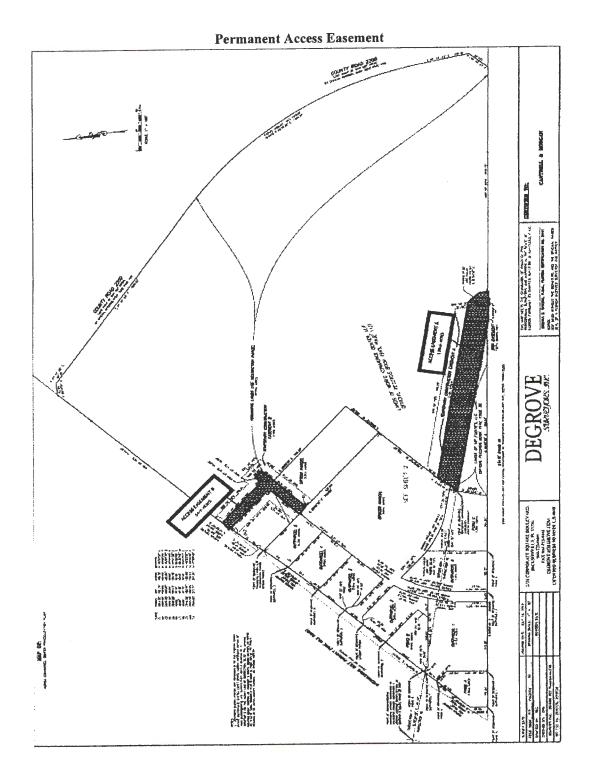
### PROPOSED METER EASEMENT "B"

A PART OF SUBSECTIONS 7 AND 10 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AS SHOWN ON PLAT OF SAME, RECORDED IN DEED BOOK Q, PAGE 495 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SUBSECTION 10; THENCE S 72'07'40" E, ALONG THE NORTH LINE OF SAID SUBSECTION 10, 411.43 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4226, PAGE 1849 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE LEAVING SAID NORTH LINE, AND ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: COURSE NO. 1) S 50°37'11" W, 192.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1700.00 FEET; COURSE NO. 2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 70.06 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S 49'26'20" W, AND A CHORD DISTANCE OF 70.06 FEET TO A POINT ON SAID CURVE; COURSE NO. 3) THENCE'S 09'06'14" W, 75.26 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 16, (A 200 FOOT WIDE RIGHT OF WAY BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2522); THENCE S 80'53'30" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1033.05 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4142 PAGE 55 OF SAID PUBLIC RECORDS; THENCE N 19'15'43" E, LEAVING SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG THE WESTERLY LINE OF SAID LANDS, 137.84 FEET TO THE NORTHWEST CORNER THEREOF, ALSO BEING THE SOUTHWEST CORNER OF WORLD COMMERCE CENTER ACCESS EASEMENT A, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4805, PAGE 1222; THENCE N 47°29'13" E, ALONG THE NORTHWESTERLY LINE OF SAID WORLD COMMERCE CENTER ACCESS EASEMENT A, ALSO BEING THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4805, PAGE 1204 OF SAID PUBLIC RECORDS, 106.46 FEET TO THE NORTHWEST CORNER OF SAID WORLD COMMERCE CENTER ACCESS EASEMENT A; THENCE S 72°06'53" E, 130.73 FEET; THENCE N 17°53'07" E, 4.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 17'53'07" E, 10.00 FEET; THENCE S 72'06'53" E, 10.00 FEET; THENCE S 17' 53' 07" W, 10.00 FEET; THENCE N 72'06'53" W, 10.00 FEET TO THE POINT OF BEGINNING.

JOB NO.	321-0025	THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.020, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.	
DRAFTER		THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE	
DATE	9/13/2022	AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).	ALLIANT
SCALE	1" = 20'	THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.	10475 Fortune Pkwy, Suite 101 Jacksonville, FL 32256 904.240.1351 MAIN www.alliant-inc.com
METER EA	SEMENT		LB 8289
SHEET NO	). 4 OF 4	CLAYTON A. WALLEY, P.S.M. NO. 7209	

### INGRESS/EGRESS AREA



SGR/21594165.4

WORLD COMMERCE CENTER ACCESS EASEMENT A A PART OF SUBSECTIONS 7 AND 10 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AS SHOWN ON PLAT OF SAME, RECORDED IN DEED BOOK Q, PAGE 495 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SUBSECTION 10; THENCE SOUTH 72 DEGREES 07 MINUTES 40 SECONDS EAST, ALONG THE NORTH LINE OF SAID SUBSECTION 10, 411.43 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4226, PAGE 1849 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE LEAVING SAID NORTH LINE, AND ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: COURSE NO. 1) SOUTH 50 DEGREES 37 MINUTES 11 SECONDS WEST, 192.21 F=FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1700.00 FEET; COURSE NO. 2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 70.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49 DEGREES 26 MINUTES 20 SECONDS WEST, AND A CHORD DISTANCE OF 70.06 FEET TO A POINT ON SAID CURVE; COURSE NO. 3) THENCE SOUTH 09 DEGREES 06 MINUTES 14 SECONDS WEST, 75.26 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 16, (A 200 FOOT WIDE RIGHT OF WAY BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2522); THENCE SOUTH 80 DEGREES 53 MINUTES 30 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1033.05 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4142 PAGE 55 OF SAID PUBLIC RECORDS; THENCE NORTH 19 DEGREES 15 MINUTES 43 SECONDS EAST, LEAVING SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG THE WESTERLY LINE OF SAID LANDS, 137.84 FEET TO THE NORTHWEST CORNER THEREOF AND THE POINT OF BEGINNING; THENCE NORTH 47 DEGREES 29 MINUTES 13 SECONDS EAST, 106.46 FEET; THENCE SOUTH 72 DEGREES 06 MINUTES 53 SECONDS EAST, 841.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 91.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 130.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31 DEGREES 24 MINUTES 37 SECONDS EAST, AND A CHORD DISTANCE OF 119.34 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 16; THENCE NORTH 80 DEGREES 53 MINUTES 30 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 96.53 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4142 PAGE 55; THENCE NORTH 72 DEGREES 06 MINUTES 53 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 889.24 FEET TO THE POINT OF BEGINNING. CONTAINING 1.98 ACRES MORE OR LESS.

#### AND

#### WORLD COMMERCE CENTER ACCESS EASEMENT B

A PART OF SUBSECTION 7 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AS SHOWN ON PLAT OF SAME, RECORDED IN DEED BOOK Q, PAGE 495 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SUBSECTION 7; THENCE SOUTH 72 DEGREES 07 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SUBSECTION 7, 411.43 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4226, PAGE 1849 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE LEAVING SAID NORTH LINE, NORTH 50 DEGREES 37 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 650.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2915.00 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 317.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 47 DEGREES 29 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 317.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2815.00 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 140.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°48'29" EAST, AND A CHORD DISTANCE OF 140.86 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AND ARC LENGTH OF 44.06 FFET, SAID ARC BEING SUBTFINDED BY A CHORD BEARING OF NORTH 47°41′25″ EAST, AND A CHORD DISTANCE OF 44.06 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 39 DEGREES 22 MINUTES 49 SECONDS EAST, LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE, 224.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 84°22'49" EAST, AND A CHORD DISTANCE OF 42.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°37'11" EAST, 10.00 FEET; THENCE SOUTH 39°22'49" EAST, 44.00 FEET; THENCE SOUTH 50°37'11" WEST, 236.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°36'46" WEST, AND A CHORD DISTANCE OF 42.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°23'38" WEST, 74.01 FEET; THENCE NORTH 50°37'11" EAST. 152.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET: THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°37'11" EAST, AND A CHORD DISTANCE OF 42.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°22'49" WEST, 222.61 FEET TO THE POINT OF BEGINNING. CONTAINING 0.54 ACRES MORE OR LESS.

Exhibit "C" to Resolution

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

PROJECT: Aparments at World Commerce Center

WCC Palma Vista, LLC 1819 Goodwin St Jacksonville, nd Address, (the "Seller") Fu 32204

Owners Name and Address, (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **St. Johns County, Florida**, a political subdivision of the State of Florida, the following personal property:

See "Exhibit A-Schedule of Values" for the project listed above. (*Note: The description listed should match the description listed on the "Release of Lien"*)

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

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 20 of 000000, 2032.

WITNESS:		OWNER:
Witness Signatur	e	Scon Hopky Owner Signature Scott Hobby Owner Print Name
Witness Print Na	me-	Owner Print Name
STATE OF COUNTY OF	Th DUVAL	
Scott Hob	on, this 20 day of 00	before me by means of $\checkmark$ physical presence or, 20 22, by as Title Principal for
		Hobany Bayten
		Notary Public
Personally Know Type of Identific	n or Produced Identification ation Produced	My Commission Expires: 12-26-26
		TIFFANY GAYTON TIFFANY GAYTON Commission # HH 305513 Expires December 26, 2026

1



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

Project Name:	Apartments At World Commerce Center Miranda Contracting							
Contractor:								
	WCC MF Partners, LLC							
	UNIT	QUANITY	T U	NIT COST	ТС	DTAL COST		
Water Mains (Size, Type & Pipe Class)								
10" DR18	LF	291	\$	95.00	\$	27,645.00		
12" DR11	LF	142	\$	243.00	\$	34,506.00		
	LF		\$	-	\$	-		
	LF		\$	-	\$	-		
	LF		\$		\$	-		
Water Valves (Size and Type)								
20"x10" Tapping Saddle & Valve	Ea	1	\$	6,000.00	\$	6,000.00		
10" Gate Valve	Ea	1	\$	2,000.00	\$	2,000.00		
	Ea		\$	-	\$	-		
	Ea		\$	-	\$	-		
	Ea		\$	-	\$	-		
Hydrants Assembly (Size and Type)					-			
	Ea		\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
Sevices (Size and Type)								
1" Poly	Ea	1	\$	2,500.00	\$	2,500.00		
	Ea		\$	-	\$	-		
	Ea		\$	-	\$	-		
		and the second	\$	-	\$	-		
		Total Wate	r System	n Cost	\$	72,651.00		

# St. Johns County Utility Department



Asset Management Schedule of Values

	Apartments At Wo	and the second se	much					
Contractor:	Miranda Contracting							
Developer:	WCC MF Partne	rs, LLC						
	UNIT	QUANITY	U	NIT COST	TC	DTAL COST		
Force Mains (Size, Type & Pipe Class)								
4" DR18	LF	1,053	\$	38.00	\$	40,014.00		
	LF		\$	-	\$	-		
	LF		\$	-	\$	-		
	LF		\$	-	\$	-		
	LF		\$	-	\$	-		
Sewer Valves (Size and Type)								
16" X 4" Tapping Saddle & Valve	Ea	1	\$	5,600.00	\$	5,600.00		
	Ea		\$	-	\$	-		
	Ea		\$	-	\$	-		
	Ea		\$	-	\$	-		
	Ea		\$	-	\$	-		
Gravity Mains (Size, Type & Pipe Class)								
Private	LF		\$	-	\$	-		
	LF		\$	-	\$	-		
	LF		\$	-	\$	-		
	LF		\$	-	\$	-		
Laterals (Size and Type)								
Private	EA		\$	-	\$	-		
	EA		\$	-	\$	-		
	EA		\$	-	\$	-		
	EA		\$	-	\$	-		
Manholes (Size and Type)								
Private	EA		\$	-	\$	-		
4-6 foot deep	EA		\$	-	\$	-		
6-8 foot deep	EA		\$	-	\$			
8-10 foot deep	EA		\$	-	\$	-		
10-12 foot deep	EA		\$	-	\$	-		
> 12 foot deep	EA		\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
Lift Station			\$	-	\$	-		
Private			\$	-	\$	-		
Mechanical Equipment	Lump Sum		\$	-	\$	-		
Process Piping	Lump Sum		\$		\$	-		
Process Structure	Lump Sum		\$	-	\$	-		
Process Electrical Equipment	Lump Sum		\$	-	\$	-		
Other Improvements	Lump Sum		\$	-	\$	-		



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

The undersigned lienor, in consideration of the sum \$118,265.00

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

9/7/2022 to WCC MF Partners, LLC Date (Developer's/Owner's Name)

to the following described property:

### "SEE EXHIBIT A SCHEDULE OF VALUES FOR

### Apartments at World Commerce Center

PROJECT NAME

Note: The description listed should match the description listed on the "Bill of Sale".

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

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 7th day of September \_\_\_\_\_, 2022 \_\_\_\_.

WITN

. }

Witness Signature Justo Dixon Print Witness Name

STATE OFFLORIDACOUNTY OFDUVAL

# CONTRACTOR:

Lienor's Signature Joshua A. Garrison, President / CEO Print Lienor's Name

The foregoing instrument was acknowledged before me by means of a physical

presence or $\Box$ online notarization, this 7th	day of September	, 20 22, by
Joshua A. Garrison	as President / CEO	for
Missada Osatasetias 110		

Miranda Contracting, LLC

otary Public

My Commission Expires:

Personally Known or Produced Identification Type of Identification Produced

BETHANY MCCHRISTON NOTARY PUBLIC STATE OF FLORIDA NO. HH 300136 MY COMMISSION EXPIRES AUG. 19, 2028



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

Apartments At World Commerce Center		
Miranda Contracting		
WCC MF Partners, LLC		
	Miranda Contracting	

	UNIT	QUANITY	QUANITY UNIT C		TC	TAL COST
Water Mains (Size, Type & Pipe Class)						
10" DR18	LF	291	\$	95.00	\$	27,645.00
12" DR11	LF	142	\$	243.00	\$	34,506.00
	LF		\$	-	\$	-
	LF		\$	-	\$	-
	LF		\$		\$	-
Water Valves (Size and Type)						
20"x10" Tapping Saddle & Valve	Ea	1	\$	6,000.00	\$	6,000.00
10" Gate Valve	Ea	1	\$	2,000.00	\$	2,000.00
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	-	\$	60
Hydrants Assembly (Size and Type)					1.2	
	Ea		\$	-	\$	
			\$	-	\$	-
			\$	-	\$	-
Sevices (Size and Type)						
1" Poly	Ea	1	\$	2,500.00	\$	2,500.00
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
			\$	-	\$	-
		Total Wate	r System	n Cost	\$	72,651.00



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

Miranda Contracti WCC MF Partne	-						
WCC MF Partne	110						
	WCC MF Partners, LLC						
UNIT	QUANITY	TU	UNIT COST		TOTAL COST		
LF	1,053	\$	38.00	\$	40,014.00		
LF		\$	-	\$	-		
LF		\$	-	\$	-		
LF		\$	-		-		
LF		\$	-	\$	-		
	1	\$	5,600.00		5,600.00		
			-		-		
			-		-		
Ea			-		-		
Ea		\$	-	\$	-		
		1					
		\$	-	\$	-		
		\$	-		-		
			-		-		
LF		\$	-	\$	-		
			-		-		
			-		-		
			-		-		
EA		\$		\$	-		
			-		-		
		ani-	-		-		
and the second se			-		-		
			-		-		
			-		-		
EA			-		-		
			-		-		
		-			-		
		\$	-	\$	-		
			-		-		
		\$	-		-		
			-		-		
			-		1-11		
			-		-		
			-		-		
			-		-		
			-				
Lump Sum			-		45,614.00		
	LF LF LF LF LF Ea Ea Ea Ea	LF       1,053         LF	LF       1,053       \$         LF       \$       \$         Ea       1       \$         Ea       1       \$         Ea       1       \$         Ea       \$       \$         LF       \$       \$         LF       \$       \$         LF       \$       \$         EA       \$ <td>LF       1,053       \$ 38.00         LF       \$       -         Ea       1       \$ 5,600.00         Ea       \$       -         LF       \$       -         EA       \$       -         EA</td> <td>LF       1,053       \$ 38.00       \$         LF       \$       -       \$         Ea       1       \$ 5,600.00       \$         Ea       \$       -       \$         LF       \$       -       \$         EA       \$       -       \$         EA       \$       -       \$</td>	LF       1,053       \$ 38.00         LF       \$       -         Ea       1       \$ 5,600.00         Ea       \$       -         LF       \$       -         EA       \$       -         EA	LF       1,053       \$ 38.00       \$         LF       \$       -       \$         Ea       1       \$ 5,600.00       \$         Ea       \$       -       \$         LF       \$       -       \$         EA       \$       -       \$         EA       \$       -       \$		

ST. JOHNS	COUNTY UTILITY DEPARTMENT
3E -	- CLOSEOUT - WARRANTY

Date:	9/7/2022
Project Title:	Apartments at World Commerce Center
FROM:	Miranda Contracting, LLC
	Contractor's Name
Address:	3077 Plymouth Street
	Jacksonville, FL 32205

TO: St. Johns County Utility Department Post Office Box 3006 St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

Miranda Contracting, LLC		
Print Contracto		Contractor's Signature
STATE OF	FLORIDA	
COUNTY OF	DUVAL	
		cknowledged before me by means of $\frac{x}{202}$ physical presence or day of September, 2022 , by
on-line notariza		as President / CEO for
Joshua A. Ga	arrison	as President / CEO for
		as Tesident / OLO for

Personally Known or Produced Identification Type of Identification Produced

BETHANY MCCHRISTON NOTARY PUBLIC STATE OF FLORIDA NO. HH 300136 MY COMMISSION EXPIRES AUG. 19, 2026



# St. Johns County Board of County Commissioners

Utility Department

### INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Apartments at World Commerce Center (ASBULT2022000114)
DATE: March 28, 2023

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Apartments at World Commerce Center.

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.

