

RESOLUTION NO. 2023- 291

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE EPIC OUTPARCEL #1 LOCATED OFF STATE ROAD 207.

RECITALS

WHEREAS, Dino Paspalakis has executed and presented to the County an Easement for Utilities associated with the water system to serve Epic Outparcel #1 located off State Road 207, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Los Cabos Properties, Inc., a Florida company, has executed and presented to the County a Bill of Sale with a Schedule of Values conveying all personal property associated with the water and sewer systems to serve Epic Outparcel #1, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, Premier American Construction, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and Warranty for work performed at Epic Outparcel #1, 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, Bill of Sale, 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 do not change the tone, tenor or concept of this Resolution, then this

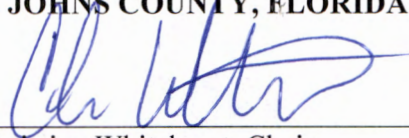
Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and Final Release of Lien in the Official Records and file the Bill of Sale and Warranty in the Public Records of St. Johns County, Florida.

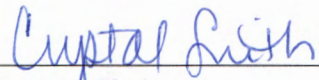
PASSED AND ADOPTED this 15th day of August, 2023.

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

Rendition Date AUG 15 2023

By: 
Christian Whitehurst, Chair

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


Deputy Clerk



1027600166_DINO PASPALAKIS
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 5 day of July, 2023 by DINO PASPALAKIS, with an address of 31 Forest View Way, Ormond Beach, Florida, 32174, 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, alienate, 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. 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. **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 located 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:

Alexi Bewis
Witness Signature

Alexi Bewis
Print Name

Douglas Kaneh
Witness Signature

Douglas Kaneh
Print Name

GRANTOR

Dino Paspalakis
DINO PASPALAKIS

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of July, 2023, by DINO PASPALAKIS, who is personally known to me or has produced as identification.

(Notary Seal)

Notary Public: [Signature]
My Commission Expires: Nov. 28, 2026

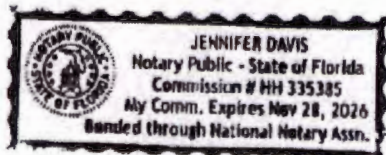
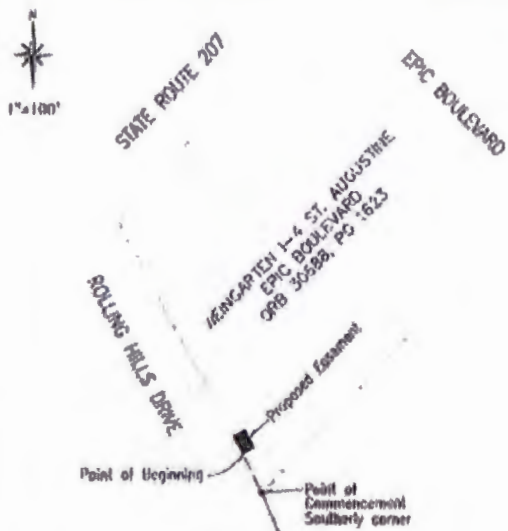
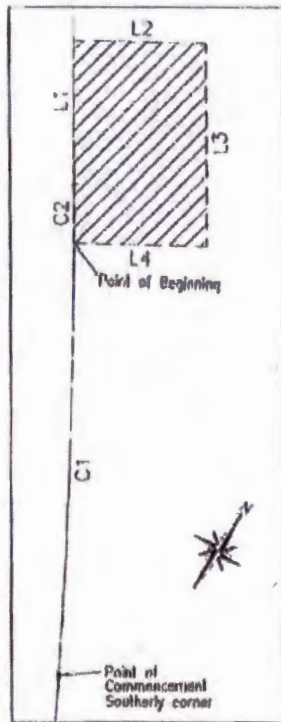


Exhibit "A" to the Easement

SKETCH SHOWING PROPOSED WATER METER EASEMENT
 A PARCEL OF LAND, BEING A PORTION OF SECTION 47, THE DANIEL HURLBERT (HALBERT) CLAIM AND SECTION 48, THE ANTONIO CANOYAS DONATION, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA



Curve table					
Curve #	Radius	Length	Delta	Chord Length	Chord Bearing
C1	536.49'	32.05'	003° 25' 24"	32.00'	N26° 27' 40"W
C2	536.49'	4.36'	000° 27' 57"	4.36'	N26° 24' 20"W



DETAIL 1"=10'

EXHIBIT "A" EASEMENT

COMMENCE AT THE SOUTHERLY PROPERTY CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3068, PAGE 1623 OF THE ST. JOHNS COUNTY, FLORIDA RECORDS SAID POINT BEING ON A CURVE ALONG THE WESTERLY PROPERTY LINE OF SAID PARCEL WITH A RADIUS OF 536.49 FEET, A LENGTH OF 32.05 FEET, A CENTRAL ANGLE OF 3°25'24" BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 26°27'40" WEST, 32.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE WITH A RADIUS OF 536.49 FEET, A LENGTH OF 4.36 FEET, A CENTRAL ANGLE OF 0°27'57" BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 26°24'20" WEST, 4.36 FEET; THENCE ALONG SAID WESTERLY PROPERTY LINE NORTH 26°38'19" WEST, A DISTANCE OF 10.64 FEET; THENCE LEAVING SAID LINE NORTH 62°40'15" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 26°38'10" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 62°46'16" WEST, A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING.

Line table		
Line #	Direction	Length
L1	N26° 38' 19"W	10.64'
L2	N62° 46' 15"E	10.00'
L3	S26° 38' 19"E	15.00'
L4	S62° 46' 15"W	10.02'

SAID PARCEL CONTAINS 160 SQUARE FEET MORE OR LESS AND BEING SITUATED IN ST JOHNS COUNTY, FLORIDA.

SURVEYORS REPORT:

1. FEATURES SHOWN BY SYMBOL ARE NOT TO SCALE.
2. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH IS FOR THE PURPOSE STATED ABOVE ONLY.

NOTICE OF LIABILITY:

THIS SKETCH IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SKETCH, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.



DATE OF DRAWING: October 12, 2022
JOB NUMBER: 22-72
DRAWING SCALE: 1"=100' DETAIL, 1"=10'
CERTIFIED TO: SICUD

ANTHONY PAUL O'NEIL
 FLORIDA REGISTERED PSUR NO. 5684

MRE of JAX
ENTERPRISES, LLC.
 6005 POWERS AVENUE, SUITE 104
 JACKSONVILLE, FLORIDA 32217
 LB 8276

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

PROJECT: Epic Outparcel #1

Los Cabos Properties, Inc.

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 19 of January, 2023.

WITNESS:

Nicole Davis
Witness Signature

Nicole Davis
Witness Print Name

OWNER:

[Signature]
Owner Signature

Randy Baugh
Owner Print Name

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ~~XXXXX~~ physical presence or _____ online notarization, this 19 day of January, 2023, by Randy Baugh as President for Los Cabos Properties, Inc.

[Signature]
Notary Public
My Commission Expires: 08/09/2026

Personally Known or Produced Identification
Type of Identification Produced



**ST. JOHNS COUNTY UTILITY DEPARTMENT
ASSET MANAGEMENT
SCHEDULE OF VALUES - WATER**

Project Name:	Epic Outparcel #1			
Contractor:	Premier American Construction, Inc			
Developer:	Los Cabos Properties			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
4" Gate Valve	Ea	4	\$ 585.00	\$ 2,340.00
8"x4" MJ Tapping Sleeve	Ea	1	\$ 1,500.00	\$ 1,500.00
4: Tapping Valve	Ea	1	\$ 1,250.00	\$ 1,250.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
1" Poly	LF	25	\$ 15.50	\$ 387.50
1" Curb Stop	Ea	4	\$ 215.00	\$ 860.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 6,337.50

**ST. JOHNS COUNTY UTILITY DEPARTMENT
ASSET MANAGEMENT
SCHEDULE OF VALUES - SEWER**

Project Name:	Epic Outparcel #1
Contractor:	Premier American Construction, Inc
Developer:	Los Cabos Properties

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
2" HDPE CTS DR9 Green	LF	6	\$ 83.00	\$ 498.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea			\$ -
2" Tapping Gate Valve	Ea	1	\$ 485.00	\$ 485.00
8"x2" Tapping Sleeve	Ea	1	\$ 425.00	\$ 425.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	EA			\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
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				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost			\$	1,408.00



Exhibit "C" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT
3C - CLOSEOUT - RELEASE OF LIEN
UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum
\$7,745.50

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

01/10/2023 to Los Cabos Properties, Inc.
 Date (Developer's/Owner's Name)

to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR
Epic Outparcel #1

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 19 day of January,
20²³.

WITNESS:
Nicole Davis
 Witness Signature
Nicole Davis
 Print Witness Name

CONTRACTOR:
[Signature]
 Lienor's Signature
Christopher Turner
 Print Lienor's Name

STATE OF Florida
 COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical
 presence or online notarization, this 19 day of January, 2023, by
Christopher Turner as Vice President for
Premier American Construction, Inc.

[Signature]
 Notary Public
 My Commission Expires: 08/09/2026

Personally Known or Produced Identification
 Type of Identification Produced



ST. JOHNS COUNTY UTILITY DEPARTMENT

ASSET MANAGEMENT

SCHEDULE OF VALUES - WATER

Project Name:	Epic Outparcel #1			
Contractor:	Premier American Construction, Inc			
Developer:	Los Cabos Properties			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
4" Gate Valve	Ea	4	\$ 585.00	\$ 2,340.00
8"x4" MJ Tapping Sleeve	Ea	1	\$ 1,500.00	\$ 1,500.00
4: Tapping Valve	Ea	1	\$ 1,250.00	\$ 1,250.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
1" Poly	LF	25	\$ 15.50	\$ 387.50
1" Curb Stop	Ea	4	\$ 215.00	\$ 860.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 6,337.50

**ST. JOHNS COUNTY UTILITY DEPARTMENT
ASSET MANAGEMENT
SCHEDULE OF VALUES - SEWER**

Project Name:	Epic Outparcel #1			
Contractor:	Premier American Construction, Inc			
Developer:	Los Cabos Properties			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
2" HDPE CTS DR9 Green	LF	6	\$ 83.00	\$ 498.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea			\$ -
2" Tapping Gate Valve	Ea	1	\$ 485.00	\$ 485.00
8"x2" Tapping Sleeve	Ea	1	\$ 425.00	\$ 425.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	EA			\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
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				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 1,408.00

Exhibit "D" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT
3E – CLOSEOUT - WARRANTY

Date: January 19, 2023
Project Title: Epic Outparcel # 1
FROM: Premier American Construction, Inc
Contractor's Name
Address: 4613 US Highway 17, Suite 1
Fleming Island, FL 32003

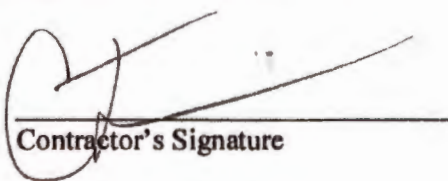
TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

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.

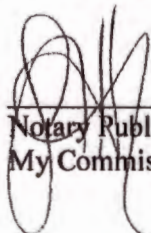
Contractor:

Christopher Turner
Print Contractor's Name

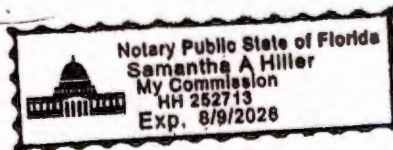

Contractor's Signature

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of XXXX physical presence or _____ on-line notarization, this 19 day of January, 2023, by Christopher Turner as Vice President for Premier American Construction, Inc.


Notary Public
My Commission Expires: 08/09/2026

Personally Known or Produced Identification
Type of Identification Produced





St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Epic Outparcel #1 (ASBULT 2023000048)
DATE: May 23, 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 Epic Outparcel #1.

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



2021 Aerial Imagery



Date: 7/12/2023

Easement for Utilities,
Final Release of Lien,
Bill of Sale with Schedule
of Values & Warranty

Epic Outparcel #1

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 herein.

