

RESOLUTION NO. 2023- 30

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, WARRANTY AND BILL OF SALE AND SCHEDULE OF VALUES ASSOCIATED WITH THE WATER SYSTEM TO SERVE PLANET FITNESS EPIC OUTPARCEL LOCATED OFF STATE ROAD 207.

RECITALS

WHEREAS, Innovative Holdings, LLC, a Florida limited liability company and SouthFit Real Estate, LLC, a Florida limited liability company have executed and presented to the County an Easement associated with the water system to serve Planet Fitness Epic Outparcel located off State Road 207, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Innovative Holdings, 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 system to serve Planet Fitness Epic Outparcel, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, Skyline Construction, Inc., a Florida corporation has executed and presented to the County a Warranty for work performed at Planet Fitness Epic Outparcel, attached hereto as Exhibit “C”, 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 “D” 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 and Schedule of Values, 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 Easements for Utilities and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 7th day of February, 2023.

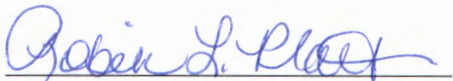
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____


Christian Whitehurst, Chair

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

Rendition Date FEB 07 2023



Deputy Clerk



Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 29 day of December, 2020 by Innovative Holdings, LLC and SouthFit Real Estate LLC, with an address of 80 Epic Blvd St Augustine 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. 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:

Witness Signature

Print Name

Witness Signature

Print Name

By:

Print Name:

Its:

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means
of physical presence or online notarization, this 25th day of

January, 2020, by 1
Johnny Simpson

as Owner

for Innovative Holdings LLC + Southlit Real Estate

Notary Public

My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

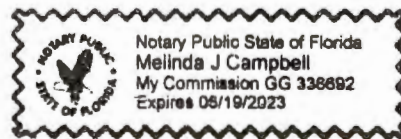


EXHIBIT "A"
EASEMENT AREA

DESCRIPTION:

SJUCD EASEMENT:

A PARCEL OF LAND, BEING A PORTION OF SECTION 47. THE ANTONIO CANOVAS DONATION, TOWNSHIP 7 SOUTH. RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF ROLLING HILLS DRIVE, (FORMERLY KNOWN AS INDUSTRIAL PARK ROAD), AN 80 FOOT PUBLIC ROAD RIGHT OF WAY AS PER THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 82. PAGE 125. (PARCEL "B"), OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. S-207, A 135 FOOT PUBLIC ROAD RIGHT OF WAY (AT THIS POINT). AS PER STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 78050-2516, AND RUN THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. S-207, N 44°37'27" E, A DISTANCE OF 28.21 FEET TO A POINT OF CUSP OF A CURVE LEADING SOUTHERLY THENCE ALONG AND AROUND THE ARC OF SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 19.08 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 08°11'13" W, 17.82 FEET TO A POINT OF TANGENCY; THENCE S 28°14'56" E, A DISTANCE OF 182.80 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 536.49 FEET, AN ARC DISTANCE OF 36.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 26°18'16" E, A DISTANCE OF 36.41 FEET TO THE POINT OF BEGINNING: FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE N 44°07'11" E, A DISTANCE OF 9.70 FEET; THENCE S 22°32'43" E, A DISTANCE OF 18.23 FEET; THENCE S 68°48'55" W, A DISTANCE OF 8.65 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE LEADING NORTHERLY; THENCE ALONG AND AROUND THE ARC OF SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 536.49 FEET, AN ARC DISTANCE OF 14.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 23°36'05" W. 14.19 FEET TO THE POINT OF BEGINNING.

Exhibit "B" to Resolution



BILL OF SALE
UTILITY IMPROVEMENTS
for

(PLANET FITNESS ST. AUGUSTINE)

(Innovative Holdings, LLC 80 Epic Blvd., St. Augustine, FL , (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 (INSERT PROJECT NAME.)" (PLANET FITNESS ST. AUGUSTINE")

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 20th of Jan., 2021

WITNESS:

OWNER(Innovative Holdings, LLC):

Witness Signature

Johnny Simpson

Owner's Signature

Brian Soulbry

Johnny Simpson

STATE OF FLORIDA
COUNTY OF Duval

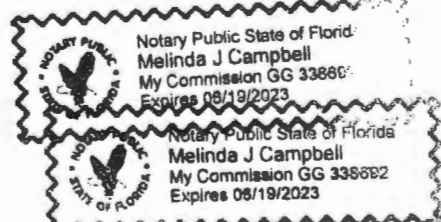
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of Jan, 2021, by

Johnny Simpson as Owner
for Innovative Holdings

Melinda J Campbell

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced





St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Planet Fitness
 Contractor: Charles Peeler Construction
 Developer: Skyline Construction

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6 inch water main pvc c-900	LF	5	\$ 28.00	\$ 140.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6 inch zurn gate valve	Ea	2	\$ 600.00	\$ 1,200.00
2 inch zurn gate valve	Ea	1	\$ 300.00	\$ 300.00
6 inch zurn tapping sleeve valve	Ea	1	\$ 1,500.00	\$ 1,500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
5 1/4 waterous fire hydrant	Ea	1	\$ 5,000.00	\$ 5,000.00
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
inch hdpe dr-9	Ea	1	\$ 400.00	\$ 400.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Water System Cost			\$	8,540.00

Exhibit "C" to Resolution



WARRANTY
UTILITY IMPROVEMENTS

Date: (December 23, 2020)
Project Title: (Planet Fitness St. Augustine)
St. Johns County, Florida

FROM: (Skyline Construction, Inc.)
(5730 Bowden Road, Ste. 304
(Jacksonville, FL 32216)

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:

Joel Phinney
Contractor's Signature

Joel Phinney

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of Dec, 2020, by Joel Phinney as President for Skyline Construction, Inc.

Melinda J Campbell
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

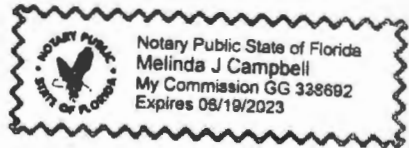




Exhibit "D" to Resolution

St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Missy Caraway, Utility Review Coordinator
SUBJECT: Planet Fitness Epic Outparcel
DATE: December 1, 2022

Please present the Easement for Utilities, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance.

After acceptance by the 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: 12/1/2022

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

Planet Fitness Epic Outparcel

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.

