

RESOLUTION NO. 2023-303

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE MEDIATED SETTLEMENT AGREEMENT BETWEEN GUILMAR, LLC, GUILLERMO LABIAL, MARJORIE U. LABIAL, ROBERT J. LUPOLI, JENNIFER LUPOLI, AND ST. JOHNS COUNTY IN CASE NO. CA22-0546 IN THE CIRCUIT COURT IN AND FOR ST. JOHNS COUNTY, FLORIDA, AND OF THE STATUTORY DEMAND FOR ASSIGNMENT OF AND REFERRAL TO A SPECIAL MAGISTRATE ON BEHALF OF GUILMAR, LLC, GUILLERMO LABIAL, AND MARJORIE U. LABIAL; AUTHORIZING THE CHAIR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; APPROPRIATING FUNDS IN THE AMOUNT OF \$480,0000 FROM GENERAL FUND RESERVES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Guilmar, LLC, Guillermo Labial, Marjorie U. Labial, Robert J. Lupoli, Jennifer Lupoli, and St. Johns County (the “Parties”) are currently engaged in litigation styled as *ROBERT J. LUPOLI, and JENNIFER L. LUPOLI v. ST. JOHNS COUNTY, a political subdivision of the State of Florida, and GUILMAR, LLC, a Florida limited liability company*, Case No. CA22-0546, pending in the Circuit Court, Seventh Judicial Circuit, in and for St. Johns County, Florida (the “163 Action”), concerning certain real property located in unincorporated St. Johns County, Florida owned by Guilmar, LLC; and

WHEREAS, Guilmar, LLC, Guillermo Labial, and Marjorie U. Labial have filed with St. Johns County a related Statutory Demand for Assignment of and Referral to a Special Magistrate on Behalf of Guilmar, LLC, Guillermo Labial and Marjorie U. Labial, Pursuant to Section 70.51, Fla. Stat., dated August 16, 2022, as supplemented (the “70.51 Demand”); and

WHEREAS, the Parties desire to avoid the expense, delay, and uncertainty of litigation associated with the 163 Action and the 70.51 Demand and to resolve all claims that have been, or could be, asserted in the 163 Action, the 70.51 Demand, or related administrative proceedings and to formally memorialize the terms of the settlement in a writing consistent with the Mediated Settlement Agreement attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the County has reviewed the Mediated Settlement Agreement and determined that approval, acceptance, and ratification of the Mediated Settlement Agreement, and the terms, conditions, provisions, and requirements thereof, is in the best interest of the County.

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

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms, provisions, conditions, and requirements of the Mediated Settlement Agreement between Guilmar, LLC, Guillermo Labial, Marjorie U. Labial, Robert J. Lupoli, Jennifer Lupoli, and St. Johns County, and authorizes the Chair to execute the agreement on behalf of the County in substantially the same form and format as attached hereto.

Section 3. The Board of County Commissioners of St. Johns County hereby approves a General Fund transfer in the amount of \$480,000 to the Office of the County Attorney and payment of said funds pursuant to the Mediated Settlement Agreement.


Section 4. To the extent that there are scrivener's, typographical, 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 5. This Resolution shall become effective immediately upon adoption.

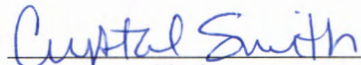
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of September, 2023.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Rendition Date SEP 21 2023

By: 
Christian Whitehurst, Chair

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

By: 
Deputy Clerk



MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____ 2023, by and among ROBERT J. LUPOLI and JENNIFER L. LUPOLI; GUILMAR, LLC, a Florida limited liability company; GUILLERMO LABIAL and MARJORIE U. LABIAL; and ST. JOHNS COUNTY, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, Robert J. Lupoli and Jennifer L. Lupoli are the record owners of a 6.47-acre residential lot located in Mill Creek Estates, a single-family residential subdivision of 49 platted lots ranging in size from 5 to 10 acres. Collectively, the Lupolis are referred to in this Agreement as the “Mill Creek Estates Owners”; and

WHEREAS, Silo Road provides the only vehicular access to and from the residential homes and lots located in the Mill Creek Estates subdivision; and

WHEREAS, Guilmar, LLC (“Guilmar”), a Florida limited liability company whose two principals are Guillermo Labial and Marjorie U. Labial, is the record owner of a 4.73-acre residential lot located at 5057 Silo Road (the “Property”), immediately adjacent to the Mill Creek Estates subdivision. Collectively, both Guilmar and the Labials are referred to in this Agreement as the “Silo Road Owners”; and

WHEREAS, on May 25, 2021, representatives of Guilmar filed a Development Review Application with the County for a pre-application conference (PREAPP 2021-93) to secure informal review and comments from County staff regarding Guilmar’s proposed purchase of the Silo Road property for development of a Special Care Housing facility consisting of three buildings and 48 beds (the “Assisted Living Facility”); and

WHEREAS, on June 4, 2021, County staff issued its written comments for PREAPP 2021-93), noting that the proposed Special Care Housing facility was allowed by right in the Open Rural (OR) zoning district and, further, that the residential density limitations of the County’s Land Development Code (“LDC”) and Comprehensive Plan did not apply to the proposed development; and

WHEREAS, on July 28, 2021, Guilmar closed on its purchase of the Silo Road Property, as more fully set forth and particularly described in the Warranty Deed for Parcel Identification Number 028820-1411, attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, on November 5, 2021, the Mill Creek Estates Owners filed an Application for Administrative Interpretation pursuant to Part 10.01.00 of the LDC (ADMI 2021-01), requesting a formal interpretation as to the applicability of the residential density limitations of the LDC and Comprehensive Plan in connection with the potential development of a Special Care Housing facility situated on their property, with OR zoning and a future land use designation of Residential-A; and

WHEREAS, on November 22, 2021, Guilmar filed an Application for Construction Plan Review with the County (COMM 2021-116), seeking review and approval of the final development plans for the Assisted Living Facility and Clearance Sheet Approval of same; and

WHEREAS, on March 21, 2022, the County issued its written interpretation in ADMI 2021-01 concerning the application of residential density limitations for Special Care Housing, as allowed by right in the OR zoning district; and

WHEREAS, on March 31, 2022, the County approved Guilmar's Application for Construction Plan Review in COMM 2021-116 and issued Clearance Sheet Approval (C2022-2580 and C2022-2580*001) for same, thereby authorizing Guilmar to apply for final building permits to construct the Assisted Living Facility consisting of two buildings to be constructed in two phases; and

WHEREAS, on April 20, 2022, the Mill Creek Estates Owners filed an appeal of the County's written interpretation (ADMA 2022-02), pursuant to Section 9.07.02 of the LDC, requesting a quasi-judicial hearing before the Board of County Commissioners to challenge Staff's interpretation (the "Administrative Appeal"); and

WHEREAS, on May 2, 2022, the Mill Creek Estates Owners filed suit in the Circuit Court, Seventh Judicial Circuit, in and for St. Johns County, pursuant to Section 163.3215, Florida Statutes, naming both Guilmar and the County as Defendants in connection with the County's approval of Clearance Sheets for the Assisted Living Facility (the "163 Action"); and

WHEREAS, the 163 Action (Case No. CA22-0546) seeks a declaration that the County's approval of Clearance Sheets for the Assisted Living Facility was inconsistent with the St. Johns County 2025 Comprehensive Plan and injunctive relief against both Guilmar and the County to prohibit final development and construction of the Assisted Living Facility; and

WHEREAS, the Mill Creek Estates Owners engaged Karl J. Sanders, Esquire, of KJS Law, P.A., to represent their interests in connection with the 163 Action and are contractually obligated to pay the reasonable attorneys' fees incurred in challenging the County's approval of the Clearance Sheets for the Assisted Living Facility; and

WHEREAS, pursuant to Section 163.3215, Florida Statutes, the prevailing party in a 163 Action is entitled to recover reasonable attorneys' fees incurred in challenging a development order; and

WHEREAS, on July 13, 2022, County Staff issued a final building permit (St. Johns County Building Permit Number 12211534) for the first phase of the Assisted Living Facility; and

WHEREAS, on July 19, 2022, the Board of County Commissioners presided over a de novo quasi-judicial hearing concerning the Administrative Appeal pursuant to Section 9.07.06 of the LDC and voted unanimously to approve the appeal filed by the Mill Creek Estates Owners (the "BCC Decision"); and

WHEREAS, on August 16, 2022, the Silo Road Owners filed a Statutory Demand for Assignment of and Referral to a Special Magistrate, pursuant to Section 70.51, Fla. Stat., seeking

to challenge the BCC Decision “to revoke development orders issued to Guilmar on March 31, 2022, together with all subsequent building permits (the Development Orders) for construction of an assisted living facility” (the “70.51 Demand”); and

WHEREAS, on May 10, 2023, all parties to both the 163 Action and the 70.51 Demand (collectively, the “Adversarial Actions”) voluntarily participated in a mediation session at Brecher Mediation, PLC, in a good-faith effort to seek a resolution of all claims asserted in both the 163 Action and the 70.51 Demand; and

WHEREAS, the Mill Creek Estates Owners, Silo Road Owners and County (collectively, the “Parties”) desire to avoid the expense, delay and uncertainty of litigation associated with the Adversarial Actions and instead resolve all claims that have been, or could be, asserted in either the 163 Action or the 70.51 Demand.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Recitals**. The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Effective Date**. This Agreement shall become effective upon the date of execution by the last of all parties hereto (“Effective Date”).

3. **Terms of Agreement**. The Parties have agreed to resolve all claims that were raised or could have been raised in the 163 Action or in the 70.51 Demand, as well as any and all claims in connection with the BCC Decision in the Administrative Appeal:

- A. Within ten (10) calendar days of the Effective Date, the County shall pay to Guilmar the total sum of \$450,000.00 (Four Hundred Fifty Thousand Dollars and Zero Cents) in full and final settlement of any and all claims of the Silo Road Owners, as more fully set forth herein. Payment will be made payable to “Ansbacher Law Real Estate IOLTA Trust Account.” Guilmar agrees to hold the County harmless for any tax liability resulting from this payment and that Guilmar shall be solely responsible for its own attorney’s fees.
- B. Within ten (10) calendar days of the Effective Date, the County shall pay to KJS Law, P.A. the total sum of \$30,000.00 (Thirty Thousand Dollars and Zero Cents) to KJS Law, P.A., which sum represents consideration for full and final settlement of any and all claims for attorneys’ fees incurred on behalf of the Mill Creek Estates Owners in connection with the 163 Action. Payment shall be made payable via wire transfer to the designated operating account of KJS Law, P.A. The Mill Creek Estate Owners agree to hold the County harmless for any tax liability resulting from this payment.
- C. No later than five (5) calendar days after confirmed receipt of the payment provided in Section 3.A, above, the Silo Road Owners shall execute and file

with the County a notice of voluntary withdrawal and dismissal with prejudice of the 70.51 Demand, with all parties thereto bearing their own costs and fees.

- D. No later than five (5) calendar days after confirmed receipt of the payment provided in Section 3.A, above, the Silo Road Owners shall cause this Agreement to be recorded with the Clerk of Court in the Official Records of St. Johns County, Florida.
- E. No later than five (5) calendar days after confirmed receipt of the executed and filed notice of voluntary withdrawal and dismissal with prejudice of the 70.51 Demand provided in Section 3.C, above, the County shall revoke, cancel, withdraw, and/or administratively close its prior approval and issuance of Clearance Sheets C2022-2580 and C2022-2580*001, St. Johns County Building Permit Number 12211534, as well as any other building or development permits authorizing construction of the Assisted Living Facility on the Property.
- F. No later than five (5) calendar days after receiving written confirmation of both the recording of this Agreement, as provided in Section 3.D., above, and the revocation and cancelation of all building or development permits for the Assisted Living Facility, as provided in Section 3.E., above, the Mill Creek Estates Owners shall execute and file a notice of voluntary dismissal, with prejudice, of the 163 Action as to all counts and all parties thereto, with all parties bearing their own costs and fees.
- G. The Silo Road Owners and the Mill Creek Estates Owners agree that they will not file a petition for a writ of certiorari regarding, or otherwise appeal or challenge, the BCC Decision in the Administrative Appeal.
- H. The Silo Road Owners, including their respective owners, officers, directors, members, affiliates, successors and assigns, agree that at no time after the Effective Date shall they shall plan, prepare, apply for, or otherwise seek, or in any way assist in planning, preparing, applying for, or seeking to develop an assisted-living facility or other Special Care Housing facility on the Property or on any other property in unincorporated St. Johns County that is zoned "Open Rural" under the St. Johns County Land Development Code, Ord. 99-51, as amended, and designated as "Residential-A" on the Future Land Use Map of the St. Johns County 2025 Comprehensive Plan, Ord. 2010-38, as amended.

4. Releases.

- A. The Silo Road Owners hereby waive and release, acquit, and forever discharge the County, including its officials, officers, and employees, from any and all claims, counterclaims, defenses, actions, causes of action, suits, petitions, controversies, agreements, promises, and demands whatsoever

which the Silo Road Owners ever had or now have, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the 163 Action or the 70.51 Demand or in connection with the Assisted Living Facility, the Property, or the Administrative Appeal. In addition, and without waiving the generality of the foregoing, the Owners covenant with and warrant to the County that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against the County with regard to any claim raised by any Party in the 163 Action or the 70.51 Demand that are not included in and covered by this Agreement. The releases set forth in this provision do not apply to any rights granted by or arising from this Agreement, including those rights set forth in Paragraph 13 of this Agreement

- B. The Mill Creek Estates Owners hereby waive and release, acquit, and forever discharge the County from any and all claims, counterclaims, defenses, actions, causes of action, suits, petitions, controversies, agreements, promises, and demands whatsoever which the Mill Creek Estates Owners ever had or now have, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the 163 Action or the 70.51 Demand or in connection with the Assisted Living Facility, or the Administrative Appeal. In addition, and without waiving the generality of the foregoing, the Mill Creek Estates Owners covenant with and warrant to the County that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against the County with regard to any claim raised by any Party in the 163 Action or the 70.51 Demand that are not included in and covered by this Agreement. The release set forth in this provision do not apply to any rights granted by or arising from this Agreement, including those rights set forth in Paragraph 13 of this Agreement.

5. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the County unless and until the St. Johns County Board of County Commissioners approves this Agreement at a public meeting, as required by Florida law.

6. **Appropriations.** The Parties acknowledge that the obligation for the County to make any payment under this Agreement is subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts in order to provide funds needed for such payment, the County makes no express commitment to provide such funds in any given year, and it expressly acknowledged that neither the Silo Road Owners nor the Mill Creek Estates Owners can demand that the County provide any such funds in any fiscal year. However, if the payments under this Agreement have not been made by the deadlines provided in Sections 3.A and 3.B, above, this Agreement shall be deemed null and void, with each party returned to their respective positions as if this Agreement had not been executed, and without waiver of, or prejudice to, any rights or defenses of the parties hereto.

7. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida without regard to conflict or choice of law provisions. Venue for any action arising out of or related to this Agreement shall be in St. Johns County, Florida.

8. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

9. **Non-Waiver.** Failure by any Party to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and – notwithstanding any such failure – the Parties shall have the right to insist upon strict performance of any or all such terms and conditions of this Agreement as set forth herein.

10. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the 163 Action, the 70.51 Demand, and the Administrative Appeal. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

11. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder,” “herefrom,” and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

12. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties, or by order of a court of competent jurisdiction.

13. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

14. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

15. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action, loss, injury, or affect shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

16. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the Action and/or the Demand, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a negotiated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

17. **Attorneys' Fees; Costs.** Except as otherwise provided in Section 3.B., above, the Mill Creek Estates Owners, the Silo Road Owners and the County expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the 163 Action, the 70.51 Demand, and the Administrative Appeal, as well as in the preparation of this Agreement.

18. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by any nationally recognized overnight commercial delivery service, fees prepaid, for next-day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage

prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by a nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To the Silo Road Owners:

Guilmar LLC
945 Las Navas Place
St. Augustine, FL 32092

With a copy to:

Terrell K. Arline, Esq.
Ansbacher Law
1819 Tamiami Drive
Tallahassee, FL 32301

(b) To the Mill Creek Estates Owners:

Robert J. Lupoli
Jennifer L. Lupoli
5124 Farm Creek Road
St. Augustine, FL 32092

With a copy to:

Karl J. Sanders, Esq.
KJS Law, PA
1102 A1A N, Suite 201
Ponte Vedra Beach, FL 32082

(c) To the County:

St. Johns County Administrator
500 San Sebastian View
St. Augustine, FL 32084

With a copy to:

St. Johns County Attorney
500 San Sebastian View
St. Augustine, FL 32084

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them as set forth herein.

GUILMAR LLC, a Florida limited liability company

By: _____

Its: Manager

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2023, by _____, on behalf of GUILMAR LLC, who is personally known to me or has produced _____ as identification.

Print Name: _____

Notary Public, State of _____

Commission No. _____

My commission expires: _____

(Notary Seal)

GUILLERMO LABIAL

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2023, by GUILLERMO LABIAL, who is personally known to me or has produced _____ as identification.

Print Name: _____

Notary Public, State of _____

Commission No. _____

My commission expires: _____

(Notary Seal)

MARJORIE U. LABIAL

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2023, by MARJORIE U. LABIAL, who is personally known to me or has produced _____ as identification.

Print Name: _____

Notary Public, State of _____

Commission No. _____

My commission expires: _____

(Notary Seal)

ROBERT J. LUPOLI

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2023, by ROBERT J. LUPOLI, who is personally known to me or has produced _____ as identification.

Print Name: _____

Notary Public, State of _____

Commission No. _____

My commission expires: _____

(Notary Seal)

JENNIFER L. LUPOLI

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2023, by JENNIFER L. LUPOLI, who is personally known to me or has produced _____ as identification.

Print Name: _____

Notary Public, State of _____

Commission No. _____

My commission expires: _____

(Notary Seal)

ST. JOHNS COUNTY, a political subdivision of
the State of Florida

By: _____

Christian Whitehurst, Chair

Date: _____

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

By: _____

Deputy Clerk

EXHIBIT "A"
WARRANTY DEED

REC \$ 18.50 Doc: \$3430.00
After Recording Return to:
This Instrument Prepared by:
Marlene Lagasse (\$490,000.00)
ESTATE TITLE OF ST. AUGUSTINE, INC.
71 CARRERA STREET
ST AUGUSTINE, FL 32084
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
028820-1411
File No.: 63670

WARRANTY DEED

This Warranty Deed, Made the 28th day of July, 2021, by

MARCIANNE FREDRICK FKA MARCIA F. MCQUAIG, SINGLE whose post office address is:

150 ST Johns Business Place Suite 301 ST Augustine FL 32095

hereinafter called the "Grantor", to GUILMAR LLC, a Florida Limited Liability Company, whose post

office address is: 945 Las Navas Place, St. Augustine, FL 32092
hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of **Ten Dollars and No Cents (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **St Johns** County, Florida, to wit:

PARCEL 1: A PART OF LOT 14, ACCORDING TO THE SUBDIVISION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF LOT 11, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AND THE WESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; FROM THE POINT OF REFERENCE THUS DESCRIBED RUN SOUTH 19 DEGREES 35 MINUTES 08 SECONDS WEST; ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD, A DISTANCE OF 5378.38 FEET THENCE SOUTH 88 DEGREES 35 MINUTES 08 SECONDS WEST, A DISTANCE OF 848.0 FEET; THENCE SOUTH 77 DEGREES 22 MINUTES 58 SECONDS WEST, A DISTANCE OF 821.31 FEET; THENCE NORTH 19 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 775.19 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 19 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 290.40 FEET; THENCE SOUTH 73 DEGREES 24 MINUTES 52 SECONDS EAST, A DISTANCE OF 300.0 FEET; THENCE SOUTH 19 DEGREES 07 MINUTES 18 SECONDS WEST, A DISTANCE OF 290.40 FEET; THENCE NORTH 73 DEGREES 24 MINUTES 52 SECONDS EAST, A DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2: A PART OF LOT 14, ACCORDING TO THE SUBDIVISION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF LOT 11, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AND THE WESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; FROM THE POINT OF REFERENCE THUS DESCRIBED RUN SOUTH 19 DEGREES 35 MINUTES 08 SECONDS WEST; ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD, A DISTANCE OF 5378.38 FEET THENCE SOUTH 88 DEGREES 35 MINUTES 08 SECONDS WEST, A DISTANCE OF 848.0 FEET; THENCE SOUTH 77 DEGREES 22 MINUTES 58 SECONDS WEST, A DISTANCE OF 468.90 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 77 DEGREES 22 MINUTES 58 SECONDS WEST, A DISTANCE OF 352.41 FEET; THENCE NORTH 19 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 775.19 FEET; THENCE SOUTH 73 DEGREES 24 MINUTES 52 SECONDS EAST, A DISTANCE OF 300.0 FEET; THENCE SOUTH 19 DEGREES 07 MINUTES 18 SECONDS WEST A DISTANCE OF 44.97 FEET; THENCE NORTH 70 DEGREES 52 MINUTES 42 SECONDS WEST, A DISTANCE OF 5.0 FEET; THENCE SOUTH 19 DEGREES 07 MINUTES 18 SECONDS WEST, A DISTANCE OF 9.09 FEET; THENCE SOUTH 70 DEGREES 52 MINUTES 42 SECONDS EAST, A DISTANCE OF 5.0 FEET; THENCE SOUTH 19 DEGREES 07 MINUTES 18 SECONDS WEST, A DISTANCE OF 549.02 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT PROPERTY IN OFFICIAL RECORDS BOOK 2928, PAGE 921 AND OFFICIAL RECORDS BOOK 4200, PAGE 290 AND OFFICIAL RECORDS BOOK 3403, PAGE 627 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

The property is the homestead of the Grantor(s).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2020, reservations, restrictions and easements of record, if any.

(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES

TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: Courney McQuaig Marcianne Fredrick McQuaig
Printed Name: Courney McQuaig MARCIANNE FREDRICK MCQUAIG

Witness Signature: Carol A Lagasse
Printed Name: Carol A Lagasse

State of Florida

County of St Johns

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 28 day of July, 2021 by MARCIANNE FREDRICK FKA

MARCIA F. MCQUAIG . He/She/They is/are Personally Known OR Produced

_____ as Identification.

Carol A Lagasse
Notary Public Signature (SEAL)
Printed Name:

My Commission Expires: _____
 Online Notary (Check Box if acknowledgment done by Online Notarization)



LOCALiQ FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Brandon Patty, Clerk of Circuit Attn: Natasha McGee, Deputy Cler
CLERK OF THE COURTS
Minutes And Records
500 San Sebastian View

Saint Augustine FL 32084

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

09/07/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/07/2023

Legal Clerk

Notary, State of WI, County of Brown

8-25-26

My commission expires

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF A PUBLIC HEARING TO CONSIDER SETTLEMENT OF PROCEEDING UNDER SECTION 163.3215(3), FLORIDA STATUTES. NOTICE IS HEREBY GIVEN that a public hearing will be held on September 19, 2023 at 9:00 a.m. before the Board of County Commissioners in the St. Johns County Auditorium located at 500 San Sebastian View, St. Augustine, Florida to consider settlement of a pending lawsuit styled as Robert J. Lupoli and Jennifer L. Lupoli v. St. Johns County and Gullmar, LLC, Case No. CA22-0546, which has been brought pursuant to Section 163.3215(3), Florida Statutes. The subject property includes 4.730 acres and is located at 5057 Silo Road in St. Johns County, Florida, Parcel Identification Number 028820-141. A complete description is available in the St. Johns County Planning and Zoning Office. File Numbers ADM1 2021-01, ADMA 2022-02, C2022-002580, and C2022-002580*001 are maintained in the Growth Management Department located at the St. Johns County Permit Center, 4040 Lewis Speedway, St. Augustine, Florida 32084 and may be inspected by interested parties prior to said public hearing. All interested parties may appear at the public hearing to be heard regarding the settlement. Items not heard by 6:00 p.m. shall automatically be continued until 9:00 a.m. the following day, unless otherwise directed by the Board. If a person decides to appeal any decision made with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING-IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the County's ADA Coordinator at (904) 207-0650 or at the St. Johns County Facilities Management, 2416 Dobbs Road, St. Augustine, FL 32086. Hearing impaired persons, call Florida Relay Service (1 800 955 8770), no later than 5 days prior to the meeting. BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA CHRISTIAN WHITEHURST, CHAIR BRANDON J. PATTY, ITS CLERK By: Yvonne King, Deputy Clerk FILE NUMBERS: ADM1 2021-01 (Special Care Housing - Poffett Road #28824-0040), ADMA 2022-02 (Special Care Housing - Mill Creek Estates), C2022-002580, and C2022-002580*001