

RESOLUTION NO. 2023-425

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THREE EASEMENTS FOR UTILITIES, BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE BINNINGER NORTHWOOD PHASE 1 LOCATED OFF HOLMES BOULEVARD.

RECITALS

WHEREAS, certain property owners have executed and presented to the County Easements for Utilities associated with the water system to serve Binninger Northwood Phase 1 located off Northwood Drive, attached hereto as Exhibits “A”, “B” and “C” incorporated by reference and made a part hereof; and

WHEREAS, Steven Binninger has executed and presented to the County a Bill of Sale with a Schedule of Values conveying all personal property associated with the water system to serve Binninger Northwood Phase 1, attached hereto as Exhibit “D”, incorporated by reference and made a part hereof; and

WHEREAS, G&H Underground Construction, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Binninger Northwood Phase 1, attached hereto as Exhibits “E” and “F”, incorporated by reference and made a part hereof; and

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

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

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

Section 2. The above described 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, 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 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 7th day of November, 2023.

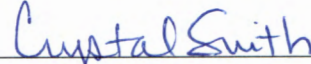
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date: NOV 08 2023

By: 

Christian Whitehurst, Chair

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


Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 10th day of February, 2023, by **NORTHWOOD PROPERTIES OF ST. AUGUSTINE, LLC**, a Florida limited liability company, whose address is 114 Herons Nest Lane, St. Augustine, Florida 32080, 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 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:

NORTHWOOD PROPERTIES OF
ST. AUGUSTINE, LLC, a Florida
limited liability company

Cynthia W. Strickland
Witness: Cynthia W. Strickland
(type or print name)

By: Henry F. Green, III
Henry F. Green, III
Manager

Cassandra Mosher
Witness: Cassandra Mosher
(type or print name)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of February, 2023, by Henry F. Green, III, as Manager of NORTHWOOD PROPERTIES OF ST. AUGUSTINE, LLC, a Florida limited liability company, who () is personally known to me or who () has produced a valid driver's license as identification.

Cassandra Mosher
Notary Public

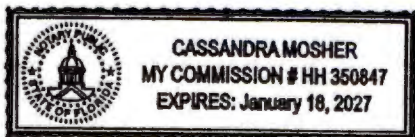


Exhibit "A" to the Easement

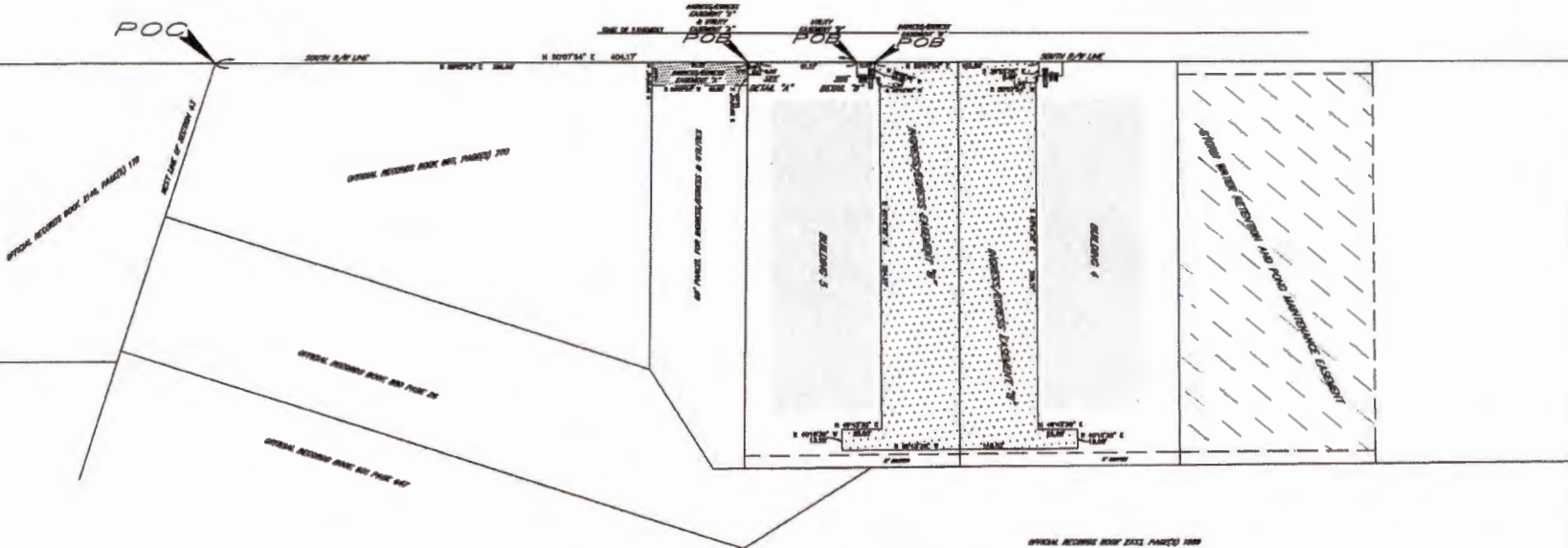
SKETCH OF LEGALS



- LEGEND**
- POC = POINT OF COMMENCING
 - POB = POINT OF BEGINNING
 - R/W = RIGHT OF WAY
 - LB = LICENSED BUSINESS
 - WM = WATER METER
 - BFV = BACK FLOW PREVENTER
 - WV = WATER VALVE
 - HYD = FINE HYDRANT

NORTHWOOD DRIVE

W 44' - 71/2"



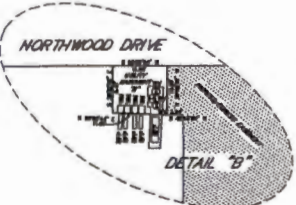
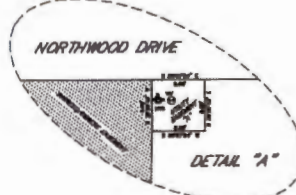
EASEMENT DESCRIPTIONS

UTILITY EASEMENT "A":
A UTILITY EASEMENT SITUATED IN SECTION 43, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS; THENCE N 50°07'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE N 20°07'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 8.00 FEET; THENCE S 38°30'43" E, A DISTANCE OF 15.00 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE S 50°07'54" W, A DISTANCE OF 8.00 FEET; THENCE N 38°30'43" W, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

INGRESS/EGRESS EASEMENT "A":
AN INGRESS/EGRESS EASEMENT SITUATED IN SECTION 43, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS; THENCE N 50°07'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 404.17 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE S 38°30'43" E, A DISTANCE OF 15.00 FEET; THENCE S 50°07'54" W, A DISTANCE OF 8.00 FEET; THENCE N 38°30'43" W, A DISTANCE OF 8.00 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE S 50°07'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT "B":
A UTILITY EASEMENT SITUATED IN SECTION 43, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS; THENCE N 50°07'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 404.17 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE S 38°30'43" E, A DISTANCE OF 8.47 FEET; THENCE N 82°33'44" E, A DISTANCE OF 11.01 FEET; THENCE N 38°30'43" W, A DISTANCE OF 10.00 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE S 50°07'54" W, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING.

INGRESS/EGRESS EASEMENT "B":
AN INGRESS/EGRESS EASEMENT SITUATED IN SECTION 43, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS; THENCE N 50°07'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 415.17 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE N 50°07'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 103.89 FEET; THENCE S 38°32'08" E, A DISTANCE OF 8.98 FEET; THENCE S 50°07'54" W, A DISTANCE OF 1.88 FEET; THENCE S 40°18'30" E, A DISTANCE OF 228.11 FEET; THENCE N 48°43'30" E, A DISTANCE OF 23.00 FEET; THENCE S 40°18'30" E, A DISTANCE OF 12.00 FEET; THENCE S 48°43'30" W, A DISTANCE OF 148.63 FEET; THENCE N 40°18'30" W, A DISTANCE OF 13.32 FEET; THENCE N 48°43'30" E, A DISTANCE OF 23.63 FEET; THENCE N 40°18'30" W, A DISTANCE OF 224.57 FEET; THENCE S 48°43'30" W, A DISTANCE OF 3.24 FEET; THENCE N 38°32'08" W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.



NOTES

- THE BASIS OF BEARING AS SHOWN HEREON IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTHWOOD DRIVE HAVING AN ASSUMED BEARING OF N 50°07'54" E.
- ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENT.
- THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- NO UNDERGROUND STRUCTURES, UTILITIES OR FOUNDATIONS WERE LOCATED OR DETERMINED BY THIS SKETCH.
- THE PARCEL OF LAND AS SHOWN HEREON WAS NOT ABSTRACTED FOR DEEDS, DEED RESTRICTIONS, EASEMENTS OR RIGHTS OF WAY OF RECORD.
- THIS SKETCH IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SIGNING SURVEYORS SEAL.
- THIS SKETCH IS CERTIFIED TO AND FOR THE USE AND BENEFIT OF NORTHWOOD PROPERTIES OF ST. AUGUSTINE, LLC.
- SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON WAS PERFORMED BY EITHER MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SKETCH CONFORMS TO SECTIONS 53-17.081, 53-17.052 OF THE FLORIDA ADMINISTRATIVE CODE.

REVISIONS	

DATE OF SKETCH: 03/03/2023
DRAWING SCALE: 1" = 50'
JOB NUMBERS: Z2-1980UTILITY-ESMTS

SKETCH OF LEGALS

1525 NORTHWOOD DRIVE
ST. AUGUSTINE, FLORIDA 32084

ANCIENT CITY SURVEYORS
INC. A/C/S

PROFESSIONAL
LAND SURVEYORS

6480 U.S. HIGHWAY 90, S. BAY, SUITE 401
ST. AUGUSTINE, FLORIDA 32084
CONTACT: 904-286-9999 OR 904-286-9997

SEAL

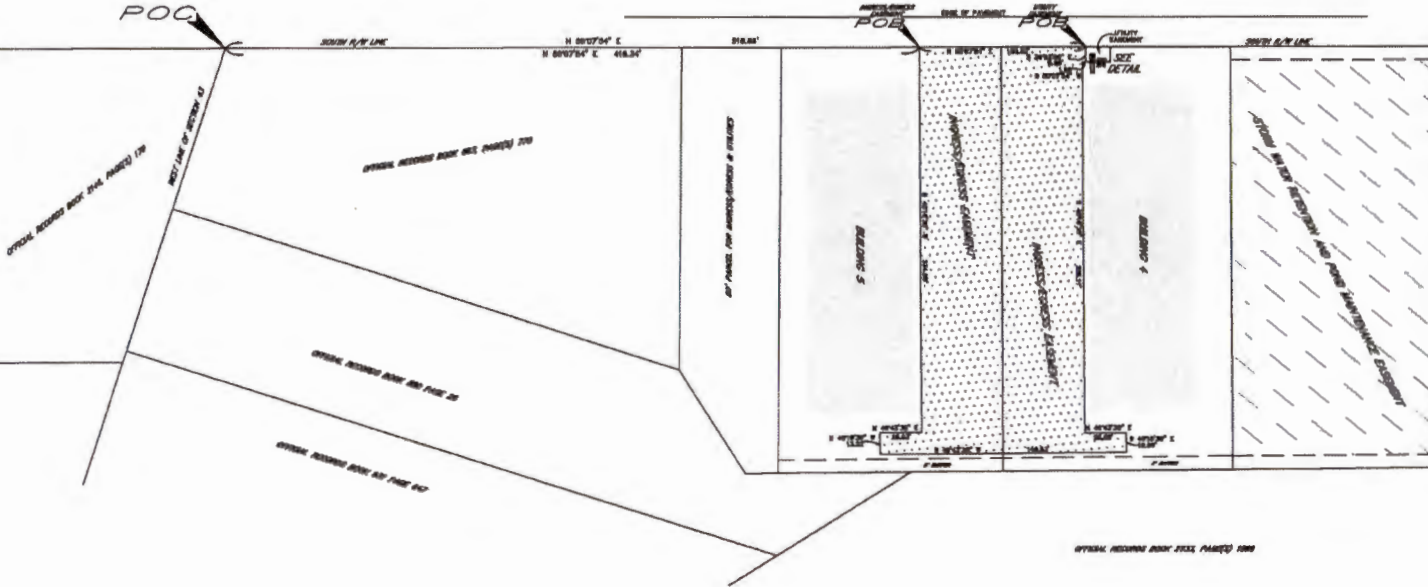
DATE SIGNED: _____

SKETCH OF LEGALS

0 50 100 150
SCALE: 1 INCH = 60 FEET

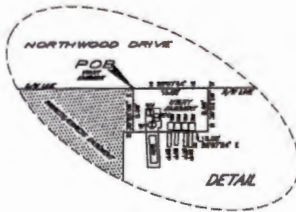


NORTHWOOD DRIVE
R/W 60' - 141.00'



LEGEND

- POC = POINT OF COMMENCING
- POB = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- LE = LICENSED BUSINESS
- WM = WATER METER
- BFP = BACK FLOW PREVENTER
- WV = WATER VALVE



EASEMENT DESCRIPTIONS

UTILITY EASEMENT:
A UTILITY EASEMENT SITUATED IN SECTION 43, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS; THENCE N 50°07'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 518.88 FEET TO THE POINT OF BEGINNING FOR THE HERIN DESCRIBED EASEMENT; THENCE S 38°32'08" E, A DISTANCE OF 8.96 FEET; THENCE N 50°07'54" E, A DISTANCE OF 15.00 FEET; THENCE W 49°43'30" W, A DISTANCE OF 8.96 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE S 50°07'54" W, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

INGRESS/EGRESS EASEMENT:
AN INGRESS/EGRESS EASEMENT SITUATED IN SECTION 43, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
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NOTES

- THE BASIS OF BEARING AS SHOWN HEREON IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTHWOOD DRIVE HAVING AN ASSUMED BEARING OF N 50°07'54" E .
- ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENT.
- THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- NO UNDERGROUND STRUCTURES, UTILITIES OR FOUNDATIONS WERE LOCATED OR DETERMINED BY THIS SKETCH.
- THE PARCEL OF LAND AS SHOWN HEREON WAS NOT ABSTRACTED FOR DEEDS, DEED RESTRICTIONS, EASEMENTS OR RIGHTS OF WAY OF RECORD.
- THIS SKETCH IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SIGNING SURVEYORS SEAL.
- THIS SKETCH IS CERTIFIED TO AND FOR THE USE AND BENEFIT OF: FIRST UNITED EQUITIES CORP.
- SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON WAS PERFORMED BY EITHER MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SKETCH CONFORMS TO SECTIONS SJ-17.051, SJ-17.052 OF THE FLORIDA ADMINISTRATIVE CODE.

REVISIONS	
DATE OF SKETCH	03/13/2023
BY	ST
JOB NUMBER	23-1887B-C&T

SKETCH OF LEGALS
1515 NORTHWOOD DRIVE
ST. AUGUSTINE, FLORIDA, 32084

ANCIENT CITY SURVEYORS
217 8177
ACS
PROFESSIONAL
LAND SURVEYORS
4405 U.S. HIGHWAY No. 1 SOUTH, BOX 441
ST. AUGUSTINE, FLORIDA 32084
PHONE: 884-797-9967
EMAIL: acs@ancientcitysurveyors.com

SEAL
MICHAEL A. PIVNICK PLS
Professional Land Surveyor #4788

DATE SIGNED:

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 10th day of February, 2023, by **GREEN FAMILY INVESTMENTS, LTD.**, a Florida limited partnership, whose address is 55 Masters Drive, Suite 1, St. Augustine, FL 32084, 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 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.

Cynthia W. Strickland
Witness: Cynthia W. Strickland
(type or print name)

GREEN FAMILY INVESTMENTS, LTD.,
a Florida general partnership

Cassandra Mosher
Witness: Cassandra Mosher
(type/print name)

By: C.F. HAMBLÉN, INC., a Florida
corporation, its General Partner

By: Henry F. Green, III
Henry F. Green, III
President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 10 day of February, 2023, by Henry F. Green, III, as
President of C.F. Hamblen, Inc., a Florida corporation, as General Partner of GREEN
FAMILY INVESTMENTS, LTD., a Florida general partnership, who () is personally
known to me or who () has produced a valid driver's license as identification.

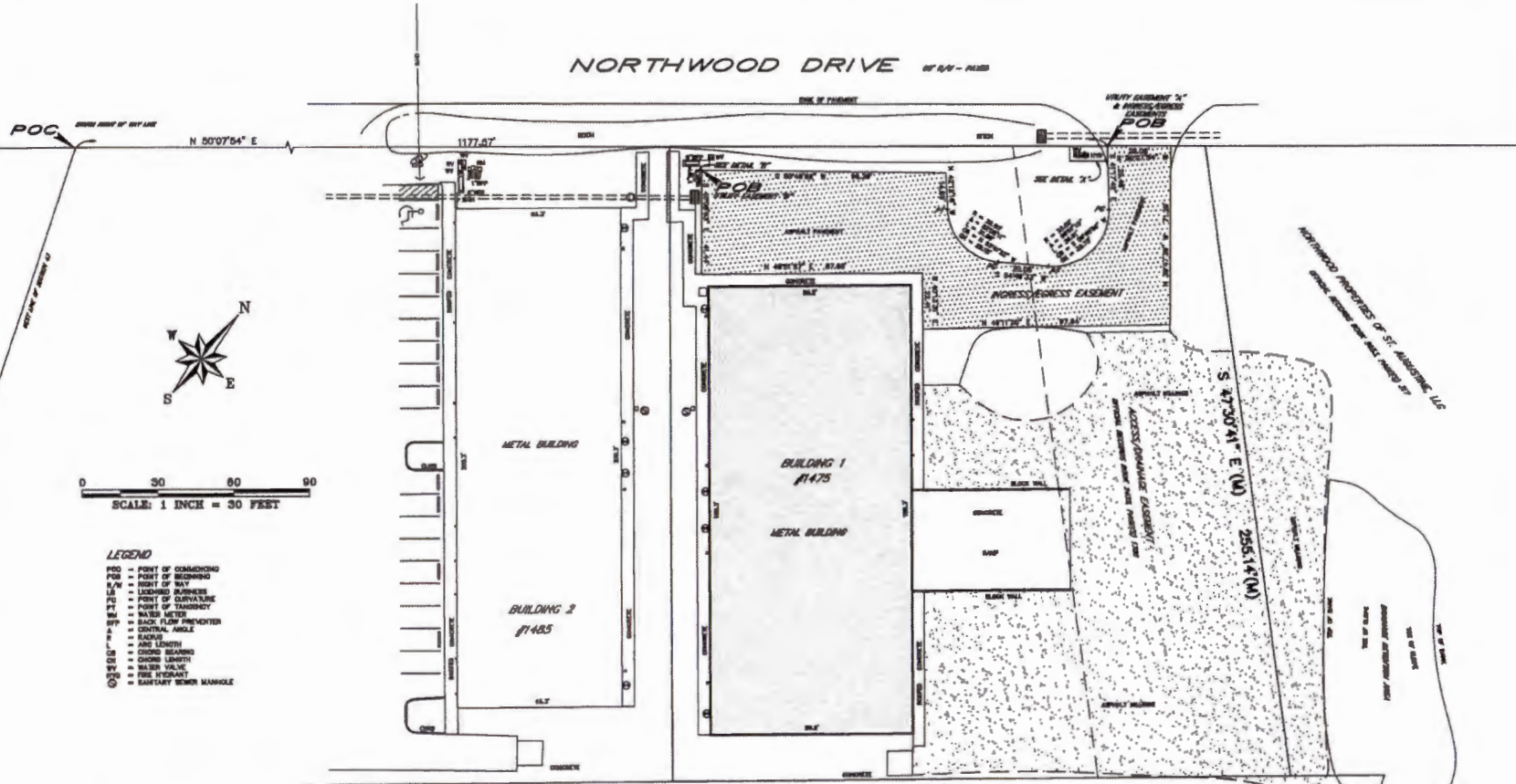


Cassandra Mosher
Notary Public

Exhibit "A" to the Easement

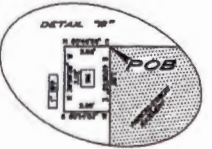
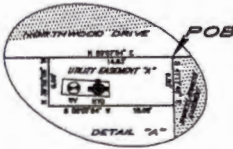
SKETCH OF LEGALS

NORTHWOOD DRIVE 60' R/W - 14.25'



SCALE: 1 INCH = 30 FEET

- LEGEND**
- POC - POINT OF COMMENCEMENT
 - POB - POINT OF BEGINNING
 - R/W - RIGHT OF WAY
 - LA - LADING
 - PC - POINT OF CURVATURE
 - PT - POINT OF TANGENCY
 - WV - WATER VALVE
 - BF - BACK FLOW PREVENTER
 - CA - CENTRAL ANGLE
 - CL - CURVE LENGTH
 - CL - CHORD BEARING
 - CL - CHORD LENGTH
 - WV - WATER VALVE
 - FL - FIRE HYDRANT
 - SM - SAFETY SIGN MANHOLE



EASEMENT DESCRIPTIONS

UTILITY EASEMENT #1
 A UTILITY EASEMENT SITUATED IN SECTION 43, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS, THENCE N 80°27'34" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1177.67 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED UTILITY EASEMENT, THENCE S 47°30'41" E, A DISTANCE OF 4.00 FEET, THENCE S 89°27'41" W, A DISTANCE OF 14.83 FEET TO SAID SOUTH RIGHT OF WAY LINE, THENCE N 89°27'41" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 14.83 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT #2
 A UTILITY EASEMENT SITUATED IN SECTION 43, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS, THENCE N 80°27'34" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1177.67 FEET, THENCE S 47°30'41" E, A DISTANCE OF 34.48 FEET TO A POINT OF CURVATURE OF A CURVE CONTOUR TO THE NORTHWEST, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 81°27'12" W, AN ARC LENGTH OF 38.81 FEET, A CHORD BEARING OF S 0°49'27" W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.81 FEET TO A POINT OF TANGENCY, THENCE S 89°27'41" W, A DISTANCE OF 38.81 FEET TO A POINT OF CURVATURE OF A CURVE CONTOUR TO THE NORTHEAST, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 81°27'12" W, AN ARC LENGTH OF 38.81 FEET, A CHORD BEARING OF N 87°41'25" W, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.81 FEET TO A POINT OF TANGENCY, THENCE N 47°30'41" W, A DISTANCE OF 14.83 FEET, THENCE S 89°27'41" W, A DISTANCE OF 38.81 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED UTILITY EASEMENT, THENCE S 47°30'41" E, A DISTANCE OF 3.00 FEET, THENCE S 89°27'41" W, A DISTANCE OF 4.00 FEET, THENCE S 80°27'34" W, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

INGRESS/EGRESS EASEMENT
 AN INGRESS/EGRESS EASEMENT SITUATED IN SECTION 43, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS, THENCE N 80°27'34" E, A DISTANCE OF 36.49 FEET TO A POINT OF CURVATURE OF A CURVE CONTOUR TO THE NORTHWEST, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 81°27'12" W, AN ARC LENGTH OF 38.81 FEET, A CHORD BEARING OF S 0°49'27" W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.81 FEET TO A POINT OF TANGENCY, THENCE S 89°27'41" W, A DISTANCE OF 38.81 FEET TO A POINT OF CURVATURE OF A CURVE CONTOUR TO THE NORTHEAST, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 81°27'12" W, AN ARC LENGTH OF 38.81 FEET, A CHORD BEARING OF N 87°41'25" W, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.81 FEET TO A POINT OF TANGENCY, THENCE N 47°30'41" W, A DISTANCE OF 14.83 FEET, THENCE S 89°27'41" W, A DISTANCE OF 38.81 FEET, THENCE S 47°30'41" E, A DISTANCE OF 14.83 FEET, THENCE S 89°27'41" W, A DISTANCE OF 38.81 FEET, THENCE S 47°30'41" E, A DISTANCE OF 14.83 FEET, THENCE S 89°27'41" W, A DISTANCE OF 38.81 FEET, THENCE S 47°30'41" E, A DISTANCE OF 14.83 FEET, THENCE S 89°27'41" W, A DISTANCE OF 38.81 FEET, THENCE S 47°30'41" E, A DISTANCE OF 14.83 FEET TO SAID SOUTH RIGHT OF WAY LINE, THENCE S 80°27'34" W, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING.

NOTES

THE DATE OF MAKING AN INSTRUMENT IS THE NEARLY NEARLY RIGHT-OF-WAY LINE OF NORTHWOOD DRIVE HAVING AN ASSIGNED BEARING OF N 80°27'34" E.

ALL CALCULATED DATA IS SHOWN ON FIELD MEASUREMENTS. THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP. NO WARRANTIES (EXCEPT AS NOTED ON DRAWINGS) MAKE LOCATED OR DETERMINED BY THE SKETCH.

THE PARCEL OF LAND AS SHOWN HEREON WAS NOT ABSTRACTED FOR RECORD, AND RESTRICTIONS, EASEMENTS OR RIGHTS OF WAY OF RECORD.

THIS SKETCH IS NOT VALID UNLESS IT IS SIGNED AND ENDORSED WITH THE SURVEYOR'S SEAL.

THIS SKETCH IS CERTIFIED TO BE FOR THE USE AND BENEFIT OF THESE PARTY HERETOFORE SAID.

SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS, I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON WAS PERFORMED BY OTHER MEANS OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SKETCH CONFORMS TO SECTION 84-10.01, 84-11.01 AND 84-11.02 OF THE FLORIDA ADMINISTRATIVE CODE.

REVISIONS	

DATE OF SKETCH: 3/03/2023
 DRAWING SCALE: 1" = 30'
 JOB NUMBER: 21-005071L-ESMT

SKETCH OF LEGALS

14.75 NORTHWOOD DRIVE
 ST. AUGUSTINE, FLORIDA 32084

ANCIENT CITY SURVEYORS
 217 4177

ACS
 PROFESSIONAL
 LAND SURVEYORS

4408 U.S. HIGHWAY 90, 1. HOTEL, SUITE 401
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904-777-0887
 FAX: 904-777-0887

SEAL

MICHAEL A. PIRROCK PLS
 Professional Land Surveyor #4789

SIXE SIGNED

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16th day of February, 2023, by **FIRST UNITED EQUITIES CORP.**, a Georgia corporation, whose address is 835 Anastasia Boulevard, Suite B, St. Augustine, FL 32080, 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.

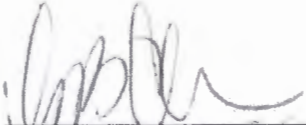
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair,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

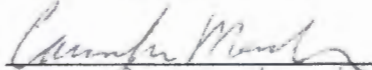
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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.

FIRST UNITED EQUITIES CORP., a
Georgia corporation


Witness Allyson Blum
(type/print name)


By: 
Paige A. Burnett
President


Witness Cassandra Mosher
(type/print name)

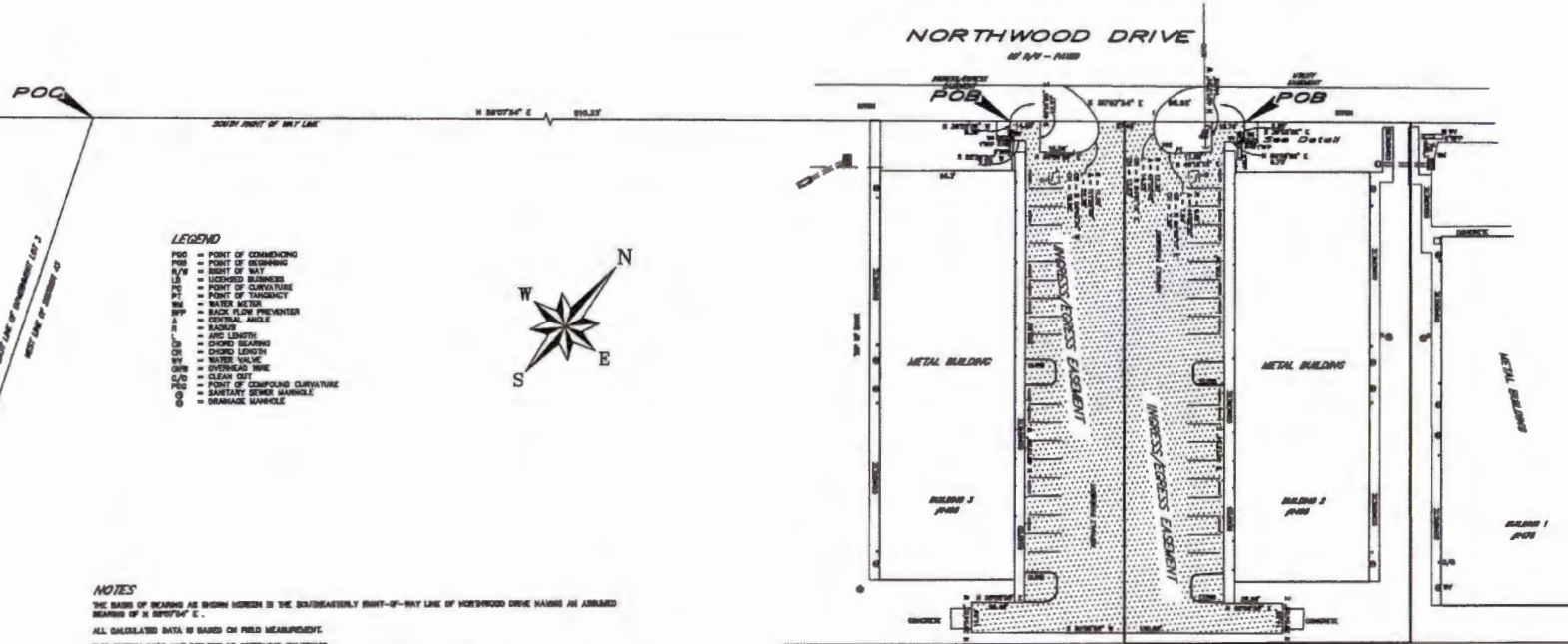
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of February, 2023, by Paige A. Burnett, as President of First United Equities Corp., a Georgia corporation, on behalf of the company, who is personally known to me or has produced a valid driver's license as identification.




Notary Public
(Print/type name)
My commission expires _____
My commission number _____

SKETCH OF LEGALS



- LEGEND**
- POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCING
 - LE = LICENSED EASEMENT
 - LI = LICENSED INTEREST
 - PC = POINT OF CURVATURE
 - PT = POINT OF TANGENCY
 - WM = WATER METER
 - RF = BACK FLOW PREVENTER
 - CA = CENTRAL ANGLE
 - AR = ARC RADIUS
 - AL = ARC LENGTH
 - CL = CHORD LENGTH
 - CLC = CHORD BEARING
 - CLD = CHORD DISTANCE
 - OV = OVERHEAD WIRE
 - CO = CLEAN OUT
 - CC = POINT OF COMPOUND CURVATURE
 - CS = CURVE START
 - CE = CURVE END
 - CSH = SANITARY SEWER MANHOLE
 - DSH = DRAINAGE MANHOLE



NOTES

THE BOUNDARIES AND DIMENSIONS SHOWN HEREIN IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTHWOOD DRIVE HAVING AN ASSUMED BEARING OF N 89°07'34" E.

ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENTS.

THIS SKETCH DOES NOT REFLECT OR REPRESENT OWNERSHIP.

NO UNDERGROUND UTILITIES OR FOUNDATIONS WERE LOCATED OR IDENTIFIED BY THIS SURVEY.

THE PARCELS OF LAND AS SHOWN HEREIN WAS NOT ABSTRACTED FOR RECORD, DEED RESTRICTIONS, EASEMENTS OR RIGHTS OF WAY OF RECORD.

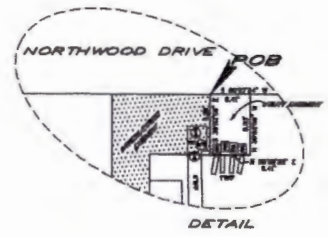
THIS SKETCH IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SURVEYOR'S SEAL.

THIS SKETCH IS CONSIDERED TO BE FOR THE USE AND BENEFIT OF THE FIRST UNLESS OTHERWISE NOTED.

SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREIN WAS PERFORMED BY EITHER MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SKETCH CONFORMS TO SECTIONS 84-17.03(1), 84-17.03(2) OF THE FLORIDA STATUTES.

EASEMENT DESCRIPTIONS

UTILITY EASEMENT:
 AN UTILITY EASEMENT SITUATED IN SECTION 43, TOWNSHIP 7 NORTH, RANGE 38 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS THENCE N 89°07'34" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 206.33 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE N 89°07'34" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 14.53 FEET; THENCE S 49°15'00" E, A DISTANCE OF 18.27 FEET; THENCE N 89°28'30" E, A DISTANCE OF 18.28 FEET TO A POINT OF CURVATURE OF A CURVE COMMENCING TO THE NORTHWEST, HAVING A RADIUS OF 14.53 FEET, A CENTRAL ANGLE OF 117°00'00", AN ARC LENGTH OF 32.48 FEET, A CHORD LENGTH OF 17.88 FEET AND A CHORD BEARING OF N 04°02'34" W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 32.48 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE N 89°07'34" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 22.48 FEET TO A POINT ON A NON-TANGENT CURVE, COMMENCING EASTERLY, HAVING A RADIUS OF 17.33 FEET, A CENTRAL ANGLE OF 47°34'44", AN ARC LENGTH OF 14.33 FEET, A CHORD LENGTH OF 13.63 FEET AND A CHORD BEARING OF S 49°15'00" E; THENCE SOUTHWEST ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 14.33 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE COMMENCING NORTHERLY, HAVING A RADIUS OF 8.48 FEET, A CENTRAL ANGLE OF 44°52'25", AN ARC LENGTH OF 7.34 FEET, A CHORD LENGTH OF 7.34 FEET TO A POINT OF TANGENCY; THENCE N 49°15'00" E, A DISTANCE OF 17.28 FEET; THENCE N 49°15'00" W, A DISTANCE OF 16.78 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE N 89°07'34" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 16.78 FEET; THENCE S 49°15'00" E, A DISTANCE OF 8.48 FEET; THENCE N 89°07'34" W, A DISTANCE OF 8.20 FEET; THENCE S 49°15'00" E, A DISTANCE OF 224.74 FEET; THENCE N 89°07'34" E, A DISTANCE OF 28.89 FEET; THENCE S 39°24'30" E, A DISTANCE OF 14.89 FEET; THENCE S 89°07'34" W, A DISTANCE OF 10.48 FEET; THENCE N 89°07'34" W, A DISTANCE OF 14.89 FEET; THENCE N 89°07'34" E, A DISTANCE OF 28.89 FEET; THENCE N 49°15'00" W, A DISTANCE OF 22.89 FEET; THENCE S 49°15'00" W, A DISTANCE OF 7.61 FEET; THENCE N 39°24'30" W, A DISTANCE OF 8.20 FEET TO THE POINT OF BEGINNING.



REVISIONS

DATE OF SKETCH: 3/09/2023
 DRAWING SCALE: 1" = 40'
 JOB NUMBER: 21-8082/BL-ESMT

SKETCH OF LEGALS

1485 NORTHWOOD DRIVE
 ST. AUGUSTINE, FLORIDA, 32084

ANCIENT CITY SURVEYORS
 INC. 1977

ACS
 PROFESSIONAL
 LAND SURVEYORS

1485 N.W. HERRING RD., SUITE 100, SEFFLER, FLORIDA 32185
 ST. AUGUSTINE, FLORIDA 32084
 TEL: 321-287-9999 FAX: 321-287-9987

SEAL

DATE SHOWN

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

PROJECT: Binninger Northwood - Phase 1

Steven Binninger

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 2nd of October, 2023.

WITNESS:

Susanne S Driscoll
Witness Signature

Susanne S Driscoll
Witness Print Name

OWNER:

Steven Binninger
Owner Signature

Steven Binninger
Owner Print Name

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of October, 2023, by Steven Binninger as owner for Northwood Properties.

Kristin Lyons
Notary Public
My Commission Expires: July 9, 2027

Personally Known or Produced Identification
Type of Identification Produced



KRISTEN LYONS
Commission # HH 418633
Expires July 9, 2027



Exhibit "A" to the Bill of Sale
St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:

Binninger North - Ph1

Contractor:

G&H Underground Construction, Inc

Developer:

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
10" HDPE DR 11	LF	24	\$ 90.00	\$ 2,160.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8"	Ea	2	\$ 1,500.00	\$ 3,000.00
12"x8" Tapping Valve & Sleeve	Ea	1	\$ 3,000.00	\$ 3,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" Poly Water Service	Ea	17	\$ 625.00	\$ 10,625.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 18,785.00



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$18,785.00 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 2/22/2023 to St Johns County . to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR:
Binninger North-Ph1

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 2 day of March, 2023.

WITNESS:

Jennifer Smith
Witness Signature

Jennifer Smith
Print Witness Name

OWNER:

Wade Gibby
Lienor's Signature

Wade Gibby
Print Lienor's Name

State of FL
County of St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of March, 2023, by Wade Gibby as President of GWH Underground Const.

Personally known or Produced identification
Type of identification produced _____

[SEAL]

Jennifer Smith
Notary Public Signature



WAIVER AND RELEASE OF LIEN

UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to St Johns County on the job of Binninger North - Ph1 to the following described property:

Binninger North - Ph1 located at 1475 Northwood Dr

DATED on February 22, 2023.

G&H Underground Construction, Inc

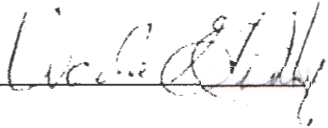
By: 



Exhibit "A" to the Final Release of Lien
St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Binninger North - Ph1
 Contractor: G&H Underground Construction, Inc
 Developer: _____

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
10" HDPE DR 11	LF	24	\$ 90.00	\$ 2,160.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8"	Ea	2	\$ 1,500.00	\$ 3,000.00
12"x8" Tapping Valve & Sleeve	Ea	1	\$ 3,000.00	\$ 3,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" Poly Water Service	Ea	17	\$ 625.00	\$ 10,625.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost			\$	18,785.00



**WARRANTY
UTILITY IMPROVEMENTS**

Date:
Project Title: Binninger North – Ph1

FROM: G&H Underground Construction, Inc
2315 Dobbs Rd
St Augustine, Fl. 32086

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

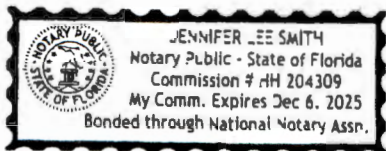
The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

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:
Wade Gibby
Contractor's Signature
Wade Gibby
Print Contractor's Name

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of March, 2023, by Wade Gibby as President for G&H Underground Const.



Jennifer Smith
Notary Public
My Commission Expires: 12 06 2025

Personally Known or Produced Identification
Type of Identification Produced



**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: September 20, 2023
SUBJECT: Binninger Northwood – Phase 1 (ASBULT 2023000018)

Please present the Easements, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Binninger Northwood – Phase 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.



2023 Aerial Imagery
Date: 10/11/2023

**Binninger Northwood
Phase 1**

**Bill of Sale, Schedule of
Values, Final Release of
Lien and Warranty**



**Land Management
Systems**
(904) 209-0796

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.