

**RESOLUTION NO. 2023-430**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING FOURTEEN EASEMENTS FOR UTILITIES, BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE IGP COMMERCE CENTER LOCATED OFF INTERNATIONAL GOLF PARKWAY.**

**RECITALS**

**WHEREAS**, Certain property owners have executed and presented to the County Easements associated with the water system to serve IGP Commerce Center located off International Golf Parkway, attached hereto as Exhibits “A” through “N” incorporated by reference and made a part hereof; and

**WHEREAS**, IGP Commerce Center, LLC, a Florida limited liability company, has executed and presented to the County a Bill of Sale with a Schedule of Values conveying all personal property associated with the water and sewer systems to serve IGP Commerce Center, attached hereto as Exhibit “O”, incorporated by reference and made a part hereof; and

**WHEREAS**, Riverstone Construction, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at IGP Commerce Center, attached hereto as Exhibits “P” and “Q”, 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 “R” 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, 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.

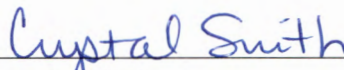
**PASSED AND ADOPTED** this 7th day of November, 2023.

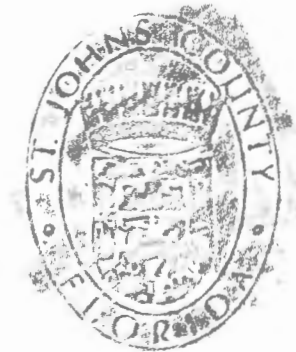
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

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 19 day of July, 2023 by IGPW1 LLC, a Florida limited liability company, with an address of 175 Cumberland Park Drive, St. Augustine, Florida 32095, 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:

IGPW1 LLC, a Florida limited liability  
company

Caroline R. Ramsey  
Witness Signature

By: Gregory Hill

Caroline R. Ramsey  
Print Name

Print Name: Gregory Hill

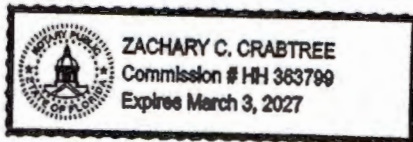
Its: Manager

Zachary C. Crabtree  
Witness Signature

Zachary C. Crabtree  
Print Name

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means  
of  physical presence or  online notarization, this 19 day of  
July, 2023, by Gregory Hill, as Manager for IGPW 1 LLC, a  
Florida limited liability company.



Zachary C. Crabtree  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

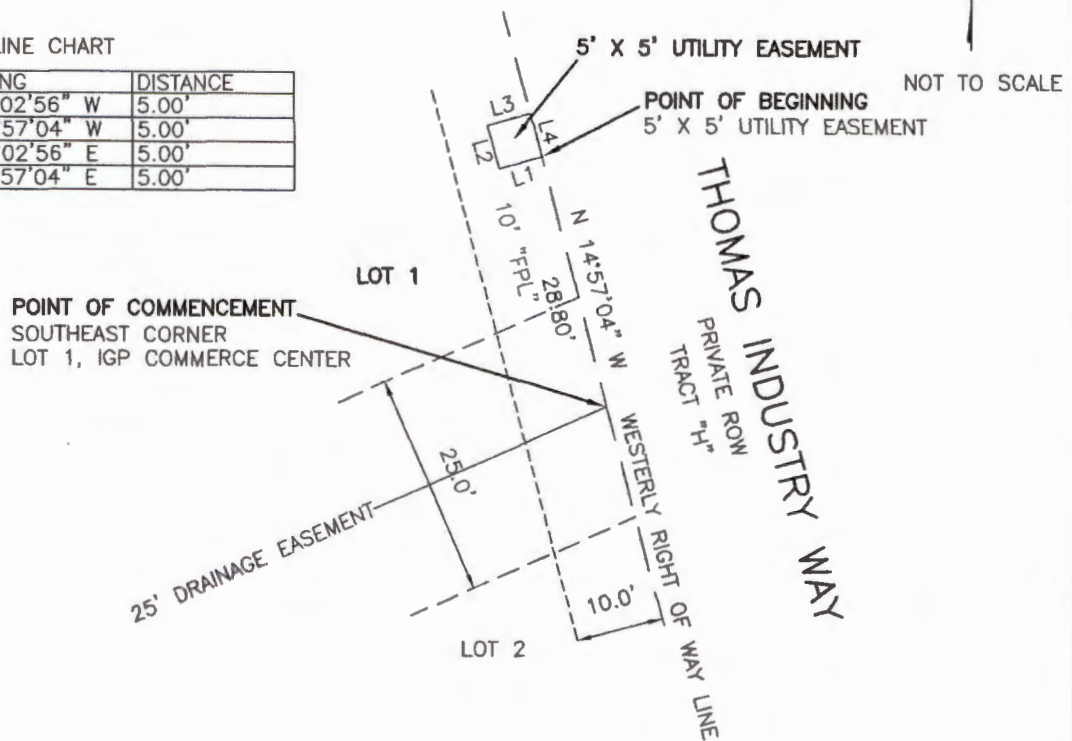
## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 1, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Southeast corner of aforesaid lot 1, thence along the westerly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) N 14°57'04" W 28.80' to the Point Beginning; Thence leaving said westerly right of way line S 75°02'56" W 5.00'; Thence N 14°57'04" W 5.00'; Thence N 75°02'56" E 5.00' to the aforesaid westerly right of way line; Thence along said right of way line S 14°57'04" E 5.00' to the Point of Beginning. Said Easement containing 25 square feet.

LINE CHART

LINE	BEARING	DISTANCE
L1	S 75°02'56" W	5.00'
L2	N 14°57'04" W	5.00'
L3	N 75°02'56" E	5.00'
L4	S 14°57'04" E	5.00'



**MICHAEL T. DANTZLER**

**PROFESSIONAL SURVEYOR AND MAPPER**

3885 C.R. 13 SOUTH, ELKTON, FL 32033

PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

*Michael T. Dantzler*

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 14th day of June, 2023 by Baseball Park, LLC, with an address of 823 First Street, Neptune Beach, Florida 32266, 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



Signed, sealed and delivered  
In the presence of:

Sherry Atkins  
Witness Signature

Sherry Atkins  
Print Name

Sarah Contreras  
Witness Signature

Sarah Contreras  
Print Name

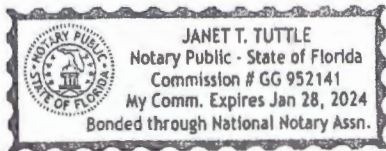
By: Janet Tuttle

Print Name: JANE PARK

Its: President

STATE OF Florida  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14th day of June, 2023, by Janet T. Park as President for Baseball Park, LLC.



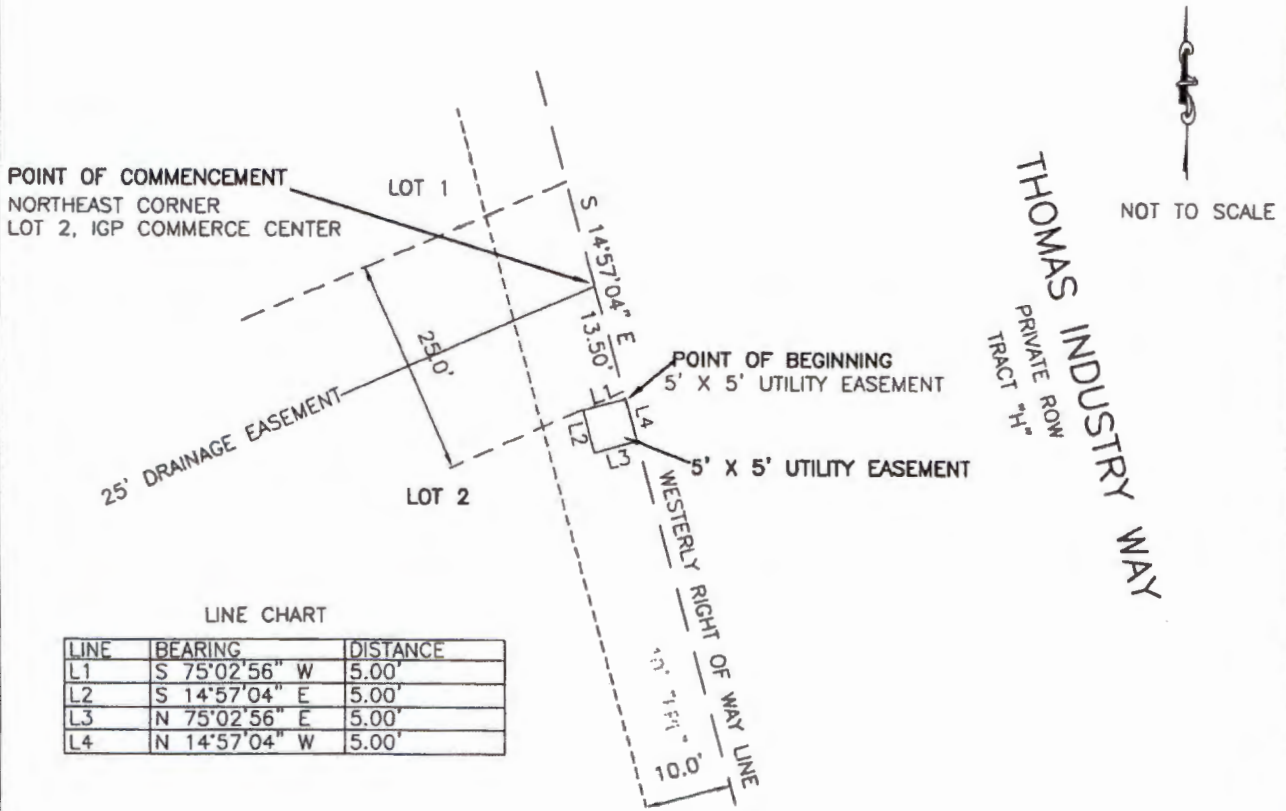
Janet T. Tuttle  
Notary Public  
My Commission Expires: 1-28-2024

Personally Known or Produced Identification  
Type of Identification Produced

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 2, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Northeast corner of aforesaid lot 2, thence along the westerly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) S 14°57'04" E 13.50' to the Point Beginning; Thence leaving said westerly right of way line S 75°02'56" W 5.00'; Thence S 14°57'04" E 5.00'; Thence N 75°02'56" E 5.00' to the aforesaid westerly right of way line; Thence along said right of way line N 14°57'04" W 5.00' to the Point of Beginning. Said Easement containing 25 square feet.



**MICHAEL T. DANTZLER**  
**PROFESSIONAL SURVEYOR AND MAPPER**

3885 C.R. 13 SOUTH, ELKTON, FL 32033  
 PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

*Michael T. Dantzler*

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 27<sup>th</sup> day of July, 2023 by Lot 3 IGP Holdings, LLC, with an address of 1458 Lee Road, St. Johns, Florida 32259, 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:

[Signature]  
Witness Signature

ROBERT B. WILLIAMS, JR  
Print Name

[Signature]  
Witness Signature

PATRICK CUNNINGHAM  
Print Name

By: [Signature]

Print Name: Kristen Parker

Its: Manager

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27<sup>th</sup> day of July, 2023, by Kristen Parker as EXECUTOR/manager for EGP Holdings LLC.



[Signature]  
Notary Public  
My Commission Expires: 12/13/25

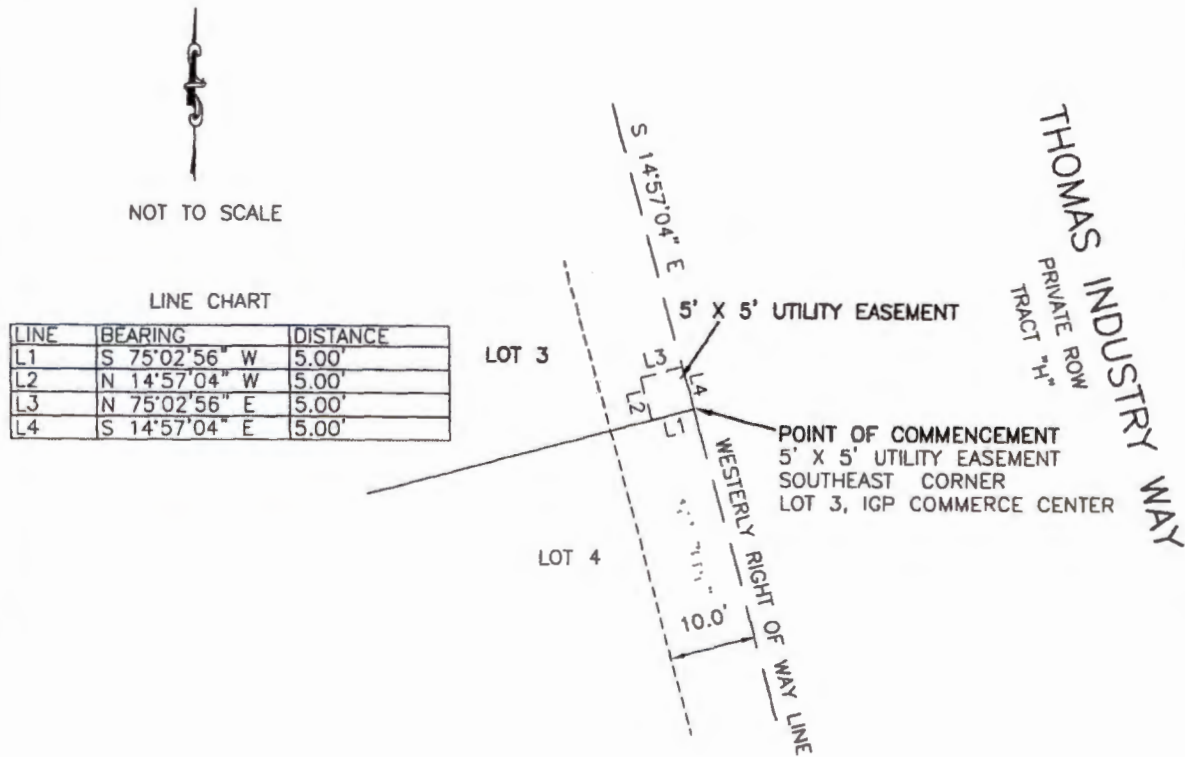
Personally Known or Produced Identification  
Type of Identification Produced

Exhibit "A" of the Easement

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 3, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Southeast corner of aforesaid lot 3, thence along the line between lots 3 and 4 S 75°02'56" W 5.00'; Thence leaving said line N 14°57'04" W 5.00'; Thence N 75°02'56" E 5.00' to the westerly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ); Thence along said right of way line S 14°57'04" E 5.00' to the Point of Commencement Said Easement containing 25 square feet.



**MICHAEL T. DANTZLER**

PROFESSIONAL SURVEYOR AND MAPPER

3885 C.R. 13 SOUTH, ELKTON, FL 32033

PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

*Michael T. Dantzler*

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 30 day of May, 2023 by Dail Properties, LLC., with an address of 101 Estero Ct, 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.

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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



Signed, sealed and delivered  
In the presence of:

Jeni Jenne  
Witness Signature

Terri Tenore  
Print Name

C Bouchard  
Witness Signature

Christina Bouchard  
Print Name

By: Brian Dail

Print Name: BRIAN DAIL

Its: MGR

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30th day of May, 2023, by Brian Dail as manager for Dail Properties LLC



Carrie Jean Mickler-Gauch  
Notary Public  
My Commission Expires: Dec 16, 2023

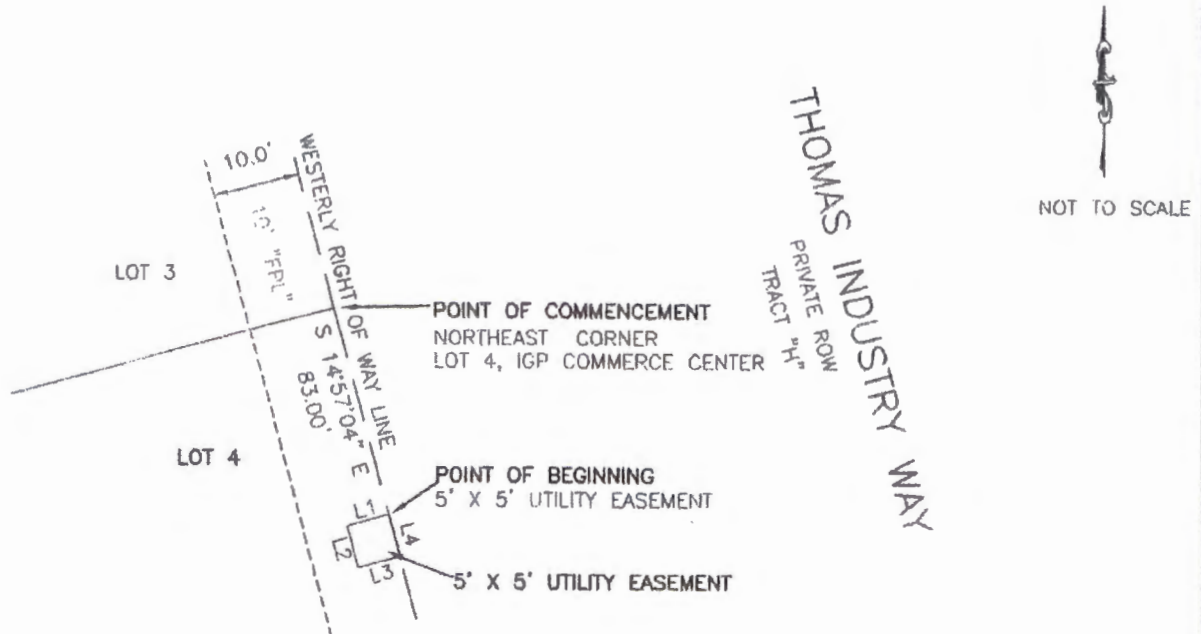
Personally Known or Produced Identification  
Type of Identification Produced Florida Driver's License

Exhibit "A" of the Easement

SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 4, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of aforesaid lot 4, thence along the westerly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) S 14°57'04" E 83.00' to the Point Beginning; Thence leaving said westerly right of way line S 75°02'56" W 5.00'; Thence S 14°57'04" E 5.00'; Thence N 75°02'56" E 5.00' to the aforesaid westerly right of way line; Thence along said right of way line N 14°57'04" W 5.00' to the Point of Beginning. Said Easement containing 25 square feet.



LINE CHART

LINE	BEARING	DISTANCE
L1	S 75°02'56" W	5.00'
L2	S 14°57'04" E	5.00'
L3	N 75°02'56" E	5.00'
L4	N 14°57'04" W	5.00'

MICHAEL T. DANTZLER  
 PROFESSIONAL SURVEYOR AND MAPPER

3885 C.R. 13 SOUTH, ELKTON, FL 32033  
 PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 11<sup>th</sup> day of July, 2023 by 190 Thomas Industry Way LLC, a foreign limited liability company, with an address of 610 South Loop Parkway, St. Augustine, Florida 32095, 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:

190 Thomas Industry Way, LLC, a foreign  
limited liability company

[Signature]  
Witness Signature

By: [Signature]  
Print Name: Andrew Luttrupp

Cameron Blanchard  
Print Name

Its: Manager

[Signature]  
Witness Signature

By: [Signature]  
Print Name: Staci McIntosh

Caroline Ripley Ramsay  
Print Name

Its: Manager

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means  
of  physical presence or  online notarization, this 11<sup>th</sup> day of  
July, 2023, by Andrew Luttrupp and Staci McIntosh, as  
Managers for 190 Thomas Industry Way LLC, a foreign limited liability  
company.



[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

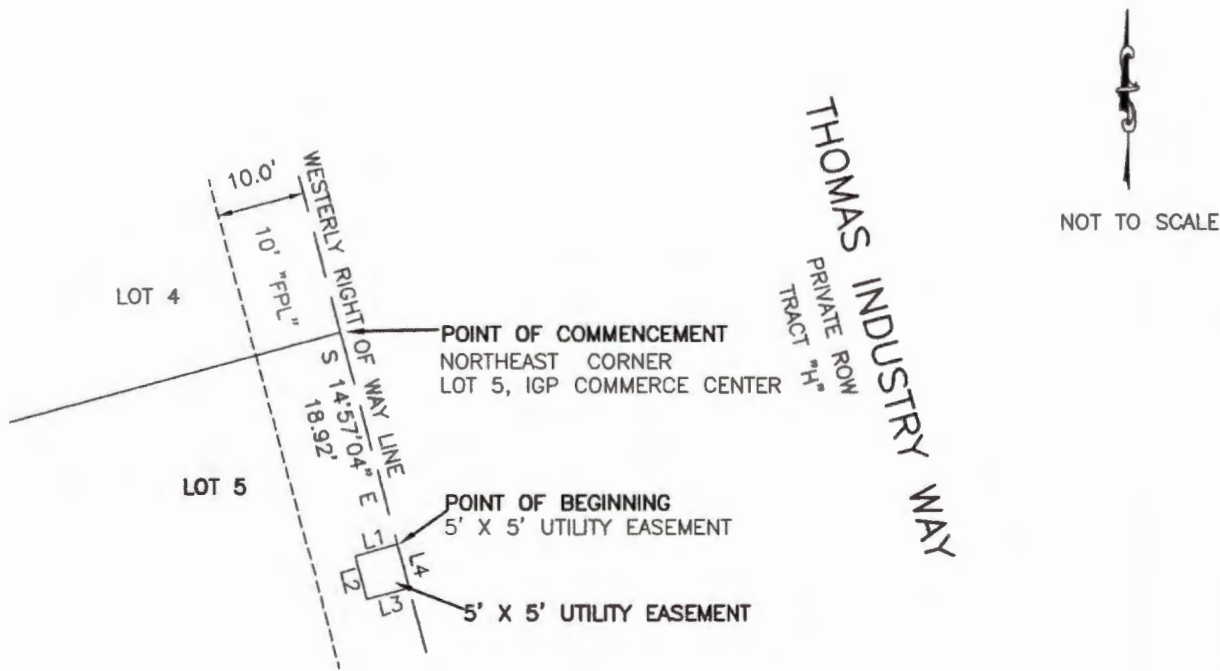
Personally Known or Produced Identification

Type of Identification Produced Valid  
Driver's  
Licenses

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 5, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Northeast corner of aforesaid lot 5, thence along the westerly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) S 14°57'04" E 18.92' to the Point Beginning; Thence leaving said westerly right of way line S 75°02'56" W 5.00'; Thence S 14°57'04" E 5.00'; Thence N 75°02'56" E 5.00' to the aforesaid westerly right of way line; Thence along said right of way line N 14°57'04" W 5.00' to the Point of Beginning. Said Easement containing 25 square feet.



LINE CHART

LINE	BEARING	DISTANCE
L1	S 75°02'56" W	5.00'
L2	S 14°57'04" E	5.00'
L3	N 75°02'56" E	5.00'
L4	N 14°57'04" W	5.00'

**MICHAEL T. DANTZLER**  
**PROFESSIONAL SURVEYOR AND MAPPER**  
 3885 C.R. 13 SOUTH, ELKTON, FL 32033  
 PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255  
 5-09-2023

**RESOLUTION of  
190 Thomas Industry Way LLC**

*regarding* **APPOINTMENT OF OFFICERS**

06/08/2023

The undersigned, being the sole Member and Initial Manager of

**190 Thomas Industry Way LLC**

a Colorado limited liability company (the "Company"), takes note of and resolves as follows:

RECITALS

The Company intends to designate certain officers and other authorized signatories of the Company as permitted by Company's Operating Agreement.

RESOLUTIONS

1. Appointment of Officers; Authorized Signatories. The following persons are hereby appointed Officers of the Company and as such shall be authorized signatories of the Company empowered to execute and deliver any and all documents that shall be binding upon the Company:

<u>Office</u>	<u>Appointee</u>
President	Sean Ross
Vice President	Michael Eloranto
Manager	<u>Andrew T. Luttrupp</u>
Manager	<u>Staci M. McIntosh</u>

2. Authority of Officers. Each and every named Officer of the Company shall have the full authority and responsibility of "Manager" on behalf of the Company as set forth in Article 8 of the Company's Operating Agreement, regardless of title designated herein, and shall be considered to have the authority of "Manager" and "Management" as the terms are used in the Operating Agreement.

3. General Terms. All Officers shall hold office at the pleasure of the Member and until their successors shall have been duly elected and qualified, unless sooner removed. Any Officer elected or appointed by the Member may be removed at any time (with or without cause).

5. Reliance by Third Parties. All third parties to whom are delivered documents signed by the Officers on behalf of the Company shall be entitled to rely on the grants of authority made and confirmed herein without further inquiry.

6. Counterparts. This instrument may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

7. Electronic Transmission. Signatures to this instrument that are transmitted electronically (i.e., via e-mail or facsimile) shall be binding. This instrument has been executed by the undersigned as of the date set forth above.

This instrument has been executed by the undersigned as of the date set forth above.

**MEMBER AND INITIAL MANAGER:**

**Opus Retrorsum, LLC**

By:  dotloop verified  
06/08/23 3:15 PM EDT  
BZPG-HDZY-RGIG-OMQA

Name: Sean M. Ross

Its: Authorized Signatory



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 11<sup>th</sup> day of July, 2023 by Industrial Tractor Parts Co. Inc., with an address of 28-15 14<sup>th</sup> Street, Long Island City, NY 11102, 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:

Isabel Almeida  
Witness Signature

ISABEL ALMEIDA  
Print Name

Jack Sitzer  
Witness Signature

Jack Sitzer  
Print Name

By: Michel Dana

Print Name: MICHEL DANA

Its: Vice President

STATE OF NEW YORK  
COUNTY OF QUEENS

The foregoing instrument was acknowledged before me by means of physical presence this 11th day of July, 2023, by Michel Dana as Vice President of Industrial Tractor Parts Co., Inc..

George K Rambharose  
Notary Public  
My Commission Expires: 06/16/2027

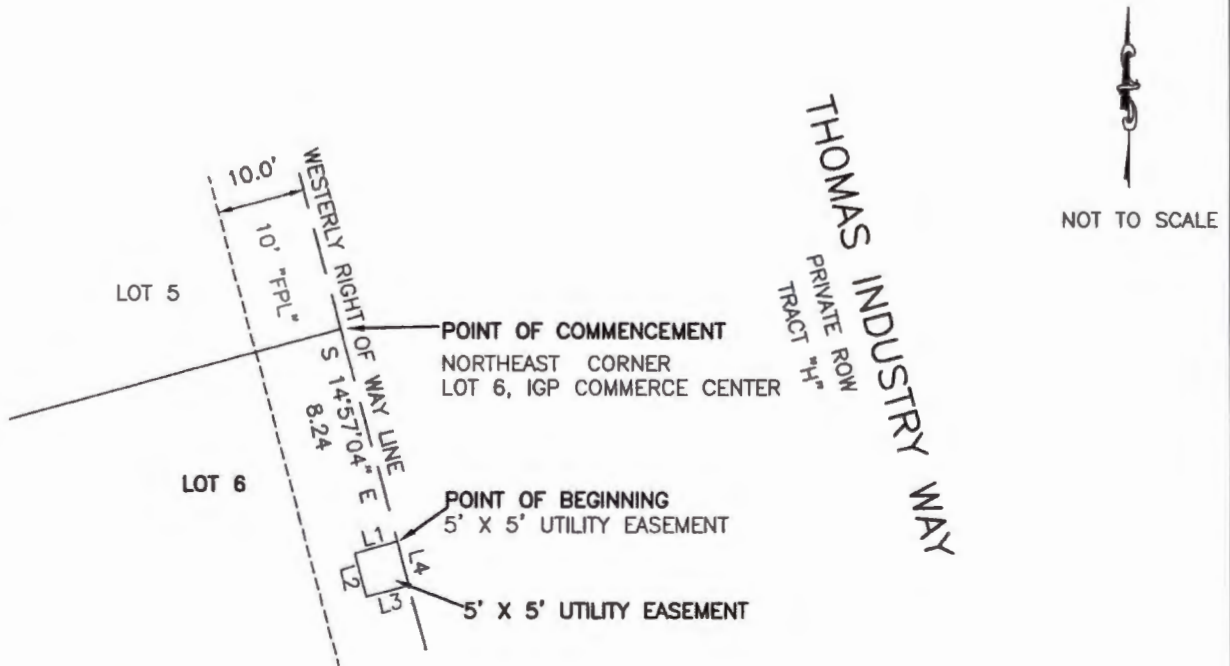
Personally Known

GEORGE K RAMBHAROSE  
Notary Public - State of New York  
No. 01RA0009839  
Qualified in Queens County  
My Commission Expires 06/16/2027

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 6, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Northeast corner of aforesaid lot 6, thence along the westerly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) S 14°57'04" E 8.24' to the Point Beginning; Thence leaving said westerly right of way line S 75°02'56" W 5.00'; Thence S 14°57'04" E 5.00'; Thence N 75°02'56" E 5.00' to the aforesaid westerly right of way line; Thence along said right of way line N 14°57'04" W 5.00' to the Point of Beginning. Said Easement containing 25 square feet.



LINE CHART

LINE	BEARING	DISTANCE
L1	S 75°02'56" W	5.00'
L2	S 14°57'04" E	5.00'
L3	N 75°02'56" E	5.00'
L4	N 14°57'04" W	5.00'

**MICHAEL T. DANTZLER**

**PROFESSIONAL SURVEYOR AND MAPPER**

3885 C.R. 13 SOUTH, ELKTON, FL 32033

PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

*Michael T. Dantzler*

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 11<sup>th</sup> day of July, 2023 by Industrial Tractor Parts Co. Inc., with an address of 28-15 14<sup>th</sup> Street, Long Island City, NY 11102, 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:

Isabel Almeida  
Witness Signature

Isabel Almeida  
Print Name

[Signature]  
Witness Signature

Jade Sitzer  
Print Name

By: [Signature]

Print Name: MICHEL DANA

Its: Vice President

STATE OF NEW YORK  
COUNTY OF QUEENS

The foregoing instrument was acknowledged before me by means of  
physical presence this 11th day of July, 2023, by Michel Dana as Vice  
President of Industrial Tractor Parts Co., Inc..

[Signature]  
Notary Public  
My Commission Expires: 06/16/2027

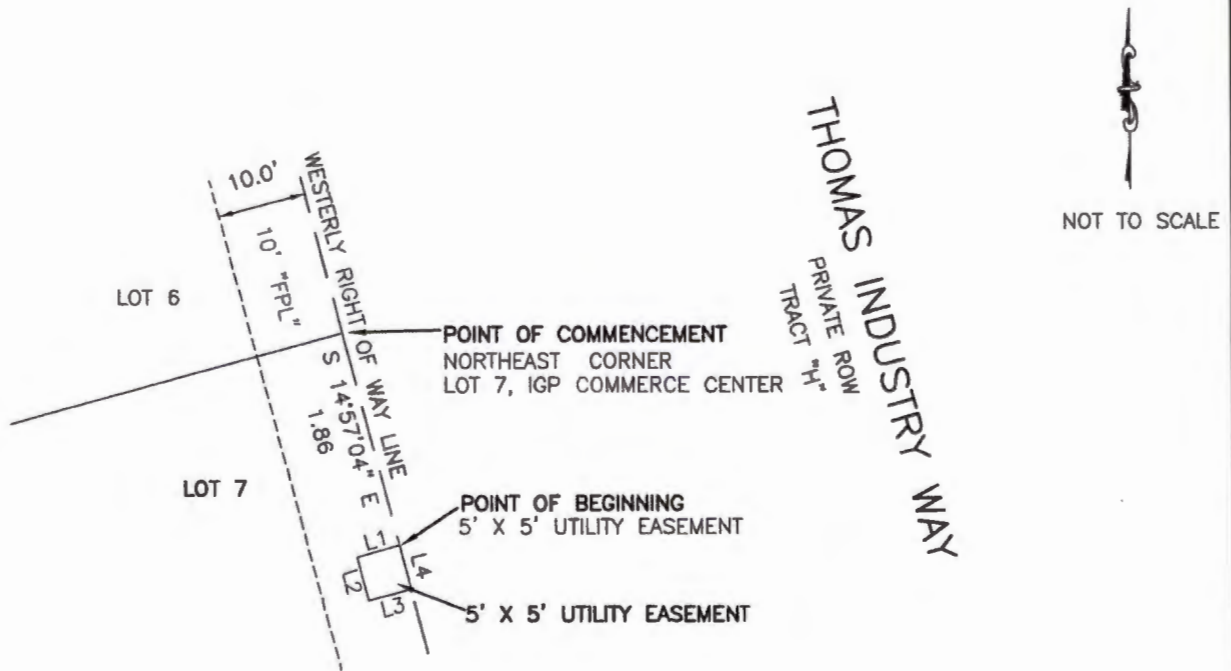
Personally Known

**GEORGE K RAMBHAROSE**  
Notary Public - State of New York  
No. 01RA0009839  
Qualified in Queens County  
My Commission Expires 06/16/2027

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 7, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Northeast corner of aforesaid lot 7, thence along the westerly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) S 14°57'04" E 1.86' to the Point Beginning; Thence leaving said westerly right of way line S 75°02'56" W 5.00'; Thence S 14°57'04" E 5.00'; Thence N 75°02'56" E 5.00' to the aforesaid westerly right of way line; Thence along said right of way line N 14°57'04" W 5.00' to the Point of Beginning. Said Easement containing 25 square feet.



LINE CHART

LINE	BEARING	DISTANCE
L1	S 75°02'56" W	5.00'
L2	S 14°57'04" E	5.00'
L3	N 75°02'56" E	5.00'
L4	N 14°57'04" W	5.00'

**MICHAEL T. DANTZLER**  
**PROFESSIONAL SURVEYOR AND MAPPER**  
 3885 C.R. 13 SOUTH, ELKTON, FL 32033  
 PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 11<sup>th</sup> day of July, 2023 by Industrial Tractor Parts Co. Inc., with an address of 28-15 14<sup>th</sup> Street, Long Island City, NY 11102, 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.

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(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.

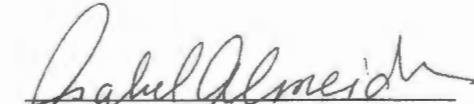
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair,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

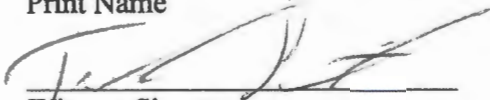
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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.

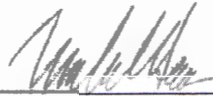
Signed, sealed and delivered  
In the presence of:

  
Witness Signature

ISABEL ALMEIDA  
Print Name

  
Witness Signature

Jack Sitzer  
Print Name

By: 

Print Name: MICHAEL DANA

Its: Vice President

STATE OF NEW YORK  
COUNTY OF QUEENS

The foregoing instrument was acknowledged before me by means of physical presence this 11th day of July, 2023, by Michael Dana as Vice President of Industrial Tractor Parts Co., Inc..

  
Notary Public  
My Commission Expires: 06/16/2027

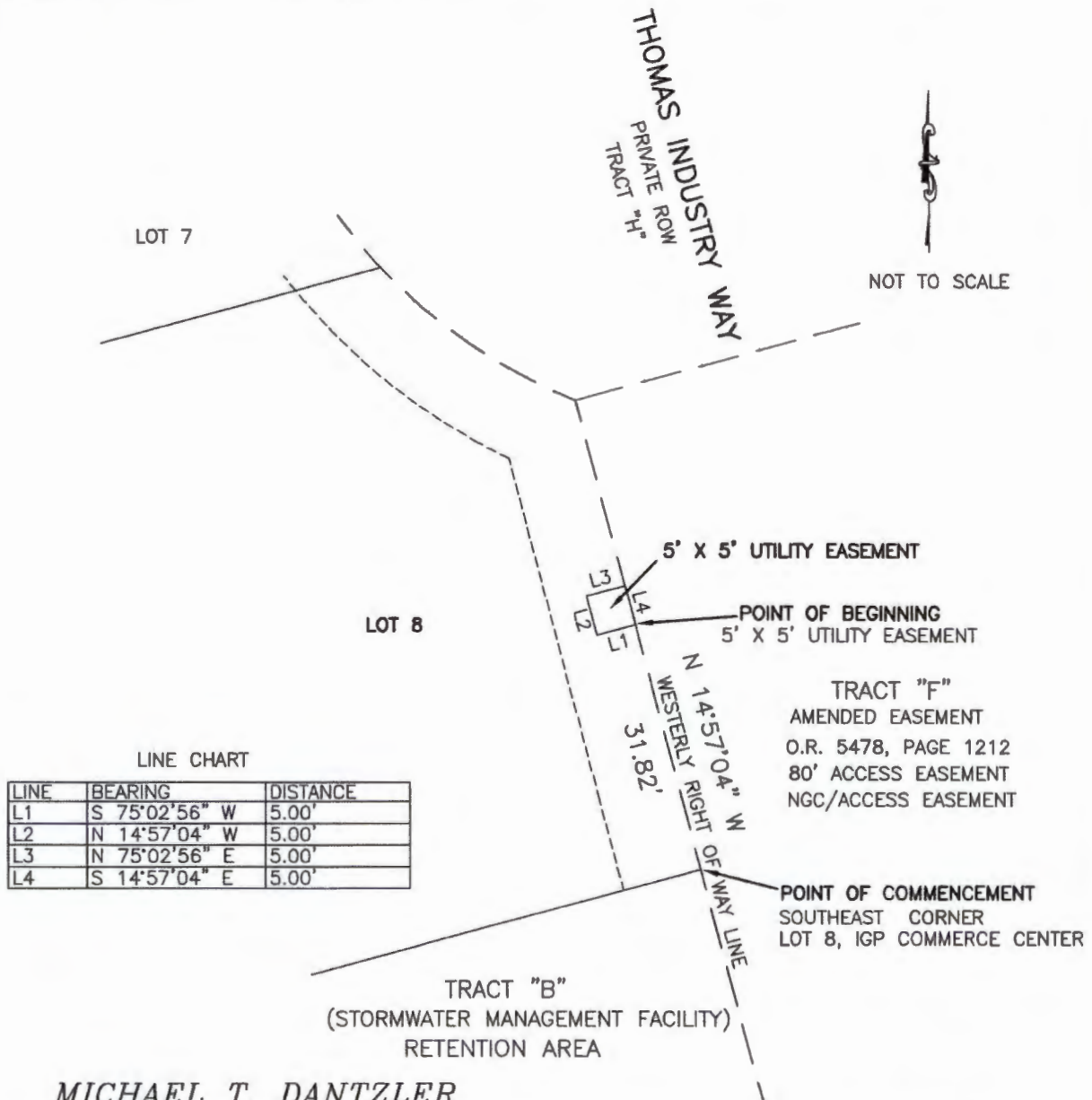
Personally Known

**GEORGE K RAMBHAROSE**  
Notary Public - State of New York  
No. 01RA000839  
Qualified in Queens County  
My Commission Expires 06/16/2027

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 8, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Southeast corner of aforesaid lot 8, thence along the westerly right of way line of Tract "F" N 14°57'04" W 31.82' to the Point Beginning; Thence leaving said westerly right of way line S 75°02'56" W 5.00'; Thence N 14°57'04" W 5.00'; Thence N 75°02'56" E 5.00' to the aforesaid westerly right of way line; Thence along said right of way line S 14°57'04" E 5.00' to the Point of Beginning. Said Easement containing 25 square feet.



LINE CHART

LINE	BEARING	DISTANCE
L1	S 75°02'56" W	5.00'
L2	N 14°57'04" W	5.00'
L3	N 75°02'56" E	5.00'
L4	S 14°57'04" E	5.00'

**MICHAEL T. DANTZLER**  
**PROFESSIONAL SURVEYOR AND MAPPER**  
 3885 C.R. 13 SOUTH, ELKTON, FL 32033  
 PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255  
 5-09-2023

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 20 day of July, 2023 by MIDA Group II, LLC., with an address of 3071 118<sup>th</sup> Ave N., St. Petersburg, FL 33716 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: \_\_\_\_\_

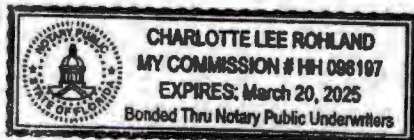
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_, 2023, by

\_\_\_\_\_ as \_\_\_\_\_  
\_\_\_\_\_ for \_\_\_\_\_.



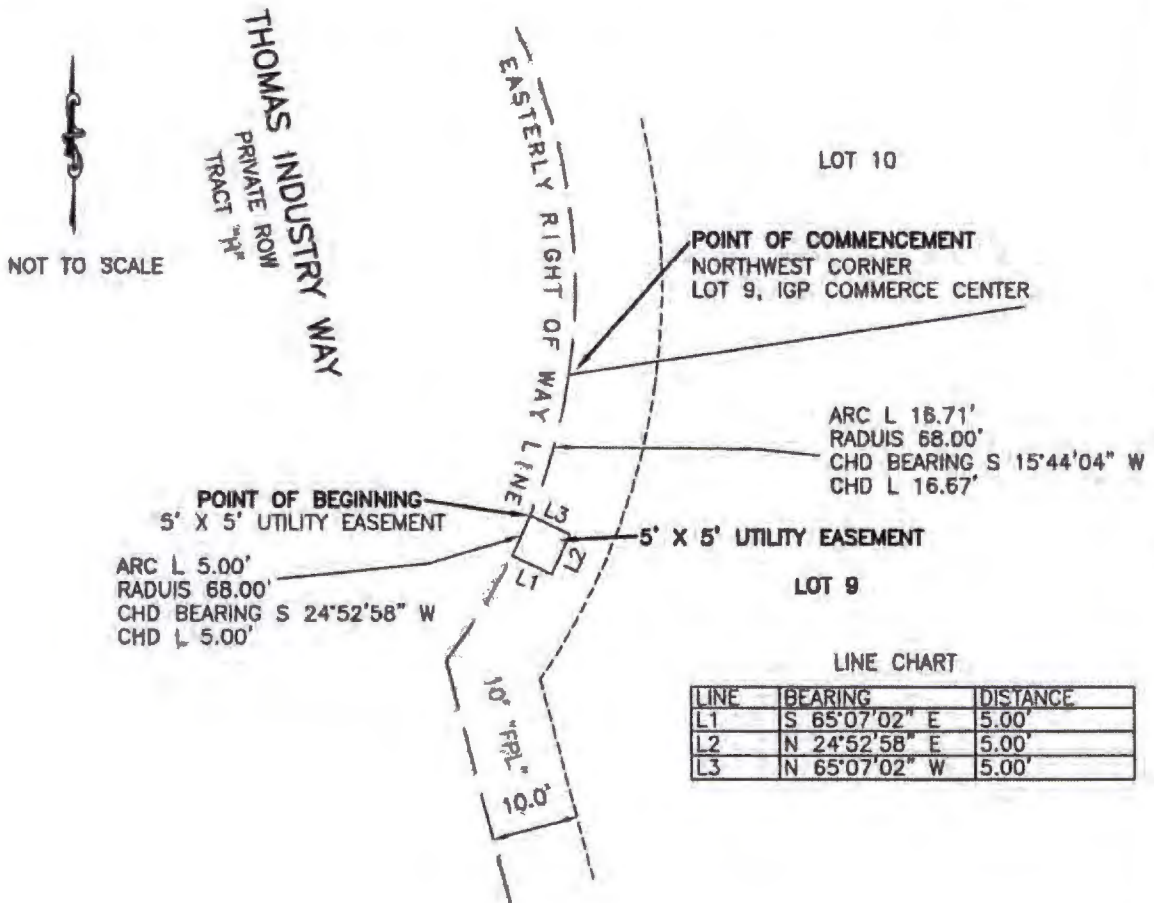
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 9, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Northwest corner of aforesaid lot 9, thence along the arc of a curve to the right and easterly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) 16.71', said curve having radius of 68.00' and a chord length of 16.67' to the Point Beginning; Thence continue along said arc and easterly right of way line 5.00', said curve having radius of 68.00' and a chord length of 5.00'; Thence leaving said easterly right of way line S 65°07'02" E 5.00'; Thence N 24°52'58" E 5.00'; Thence N 65°07'02" W 5.00' to the aforesaid easterly right of way line and the Point of Beginning. Said Easement containing 24.85 square feet.



**MICHAEL T. DANTZLER**

PROFESSIONAL SURVEYOR AND MAPPER

3885 C.R. 13 SOUTH, ELKTON, FL 32033

PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

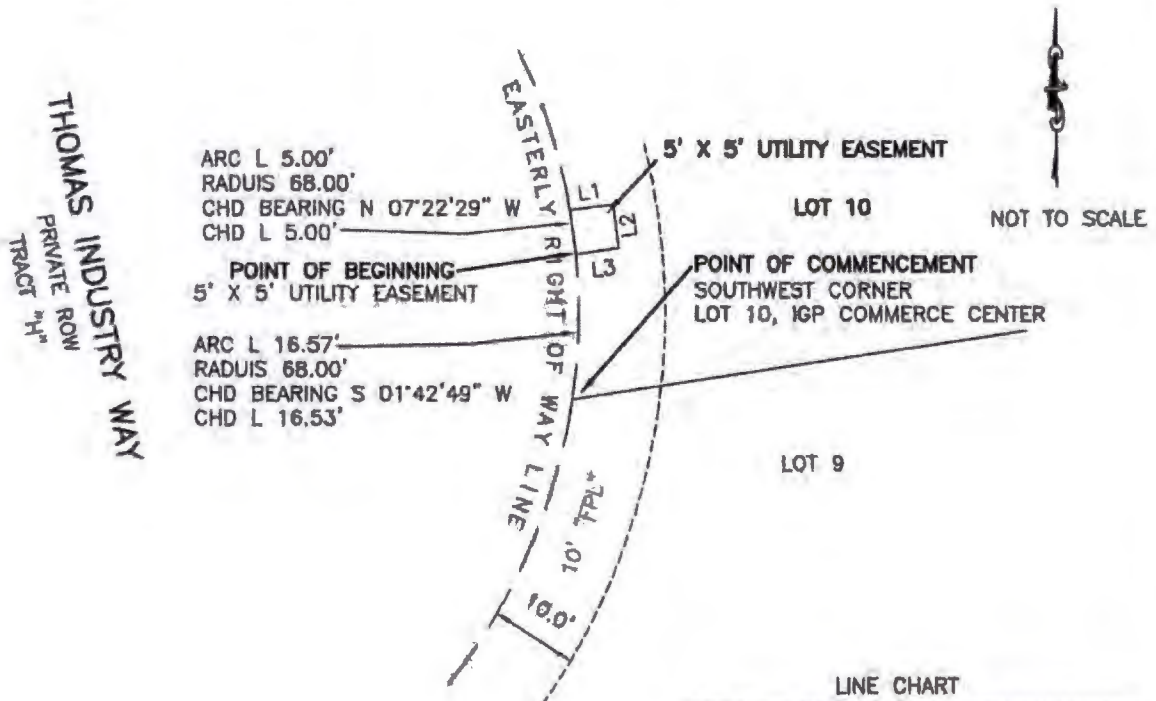
*Michael T. Dantzler*



# SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 10, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Southwest corner of aforesaid lot 10, thence along the arc of a curve to the left and easterly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) 16.57', said curve having radius of 68.00' and a chord length of 16.63' to the Point Beginning; Thence continue along said arc and easterly right of way line 5.00', said curve having radius of 68.00' and a chord length of 5.00'; Thence leaving said easterly right of way line N 82°38'03" E 5.00'; Thence S 07°21'57" E 5.00'; Thence S 82°38'03" W 5.00' to the aforesaid easterly right of way line and the Point of Beginning. Said Easement containing 24.85 square feet.



LINE CHART

LINE	BEARING	DISTANCE
L1	N 82°38'03" E	5.00'
L2	S 07°21'57" E	5.00'
L3	S 82°38'03" W	5.00'

**MICHAEL T. DANTZLER**

**PROFESSIONAL SURVEYOR AND MAPPER**

3885 C.R. 13 SOUTH, ELKTON, FL 32033

PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

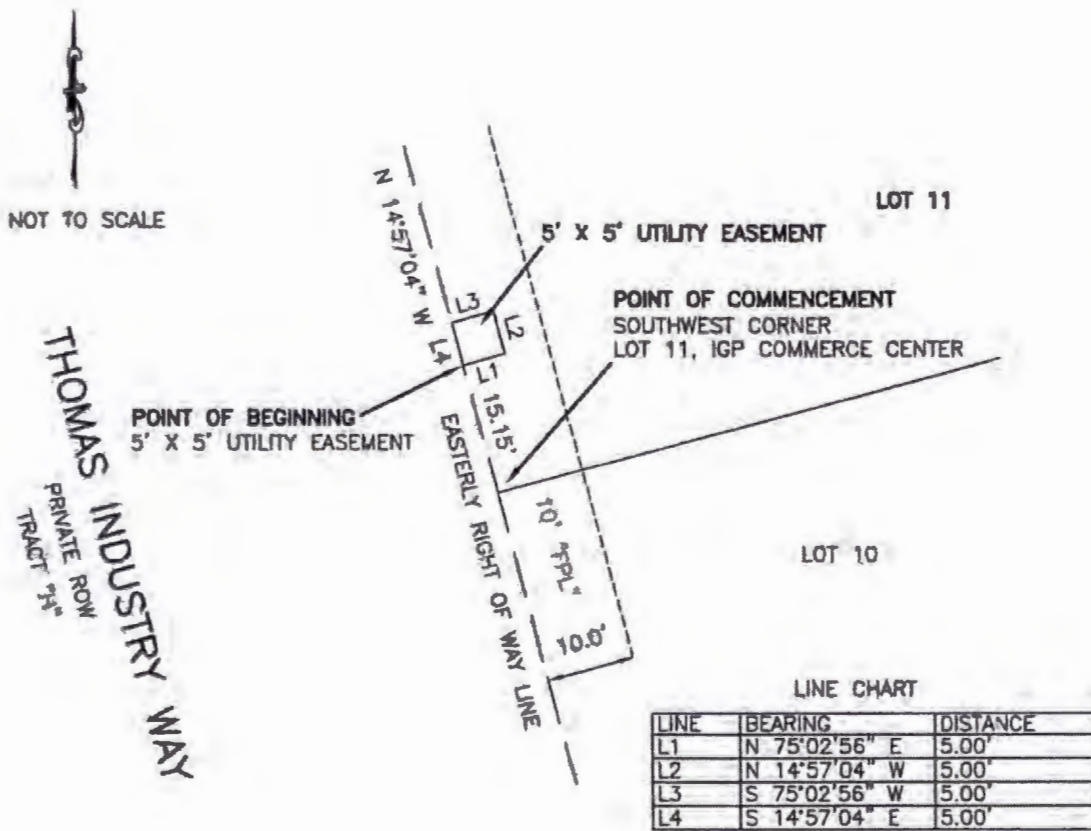
5-09-2023

*Michael T. Dantzler*

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 11, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Southwest corner of aforesaid lot 11, thence along the easterly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) N 14°57'04" W 15.15' to the Point Beginning; Thence leaving said easterly right of way line N 75°02'56" E 5.00'; Thence N 14°57'04" W 5.00'; Thence S 75°02'56" W 5.00' to the aforesaid easterly right of way line; Thence along said right of way line S 14°57'04" E 5.00' to the Point of Beginning. Said Easement containing 25 square feet.



LINE CHART

LINE	BEARING	DISTANCE
L1	N 75°02'56" E	5.00'
L2	N 14°57'04" W	5.00'
L3	S 75°02'56" W	5.00'
L4	S 14°57'04" E	5.00'

**MICHAEL T. DANTZLER**  
**PROFESSIONAL SURVEYOR AND MAPPER**  
 3885 C.R. 13 SOUTH, ELKTON, FL 32033  
 PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255  
 5-09-2023

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 11<sup>th</sup> day of July, 2023 by 9 Mile Rd. LLC., with an address of 189 Thomas Industry Way. 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:

Camron Gaskins  
Witness Signature

Camron Gaskins  
Print Name

Kevin Luz  
Witness Signature

Kevin Luz  
Print Name


By: Steven Hamlet

Print Name: STEVEN HAMLET

Its: 9 Mile Road, LLC

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of July, 2023, by Steven Hamlet as Owner for Property.

 **BRIANNA SINGLEY**  
Notary Public  
State of Florida  
Comm# HH082342  
Expires 1/19/2025

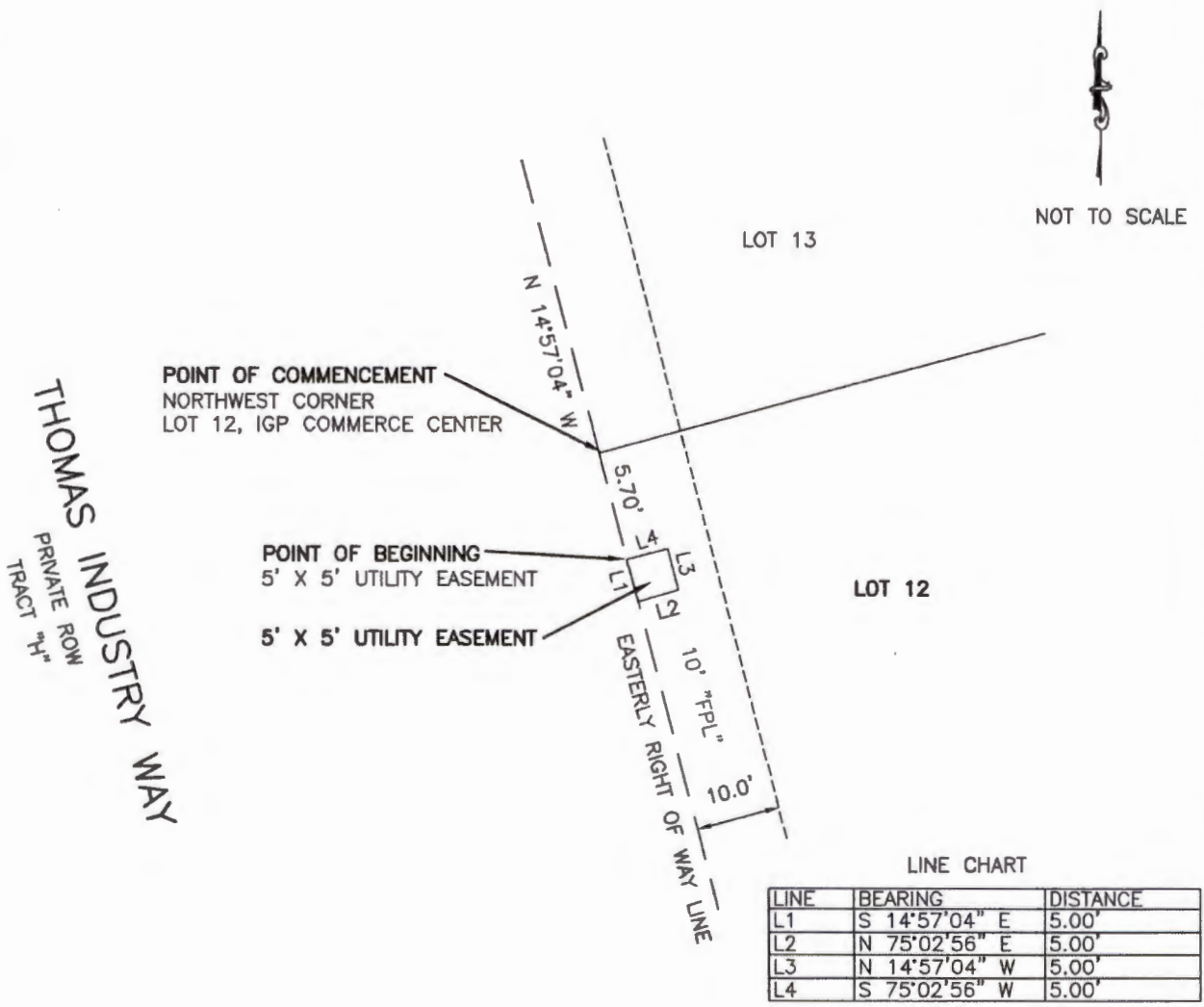
[Signature]  
Notary Public  
My Commission Expires: 01/19/2025

Personally Known or Produced Identification  
Type of Identification Produced

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 12, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Northwest corner of aforesaid lot 12, thence along the easterly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) S 14°57'04" E 5.70' to the Point of Beginning; Thence continue S 14°57'04" E 5.00'; Thence leaving said easterly right of way line N 75°02'56" E 5.00'; Thence N 14°57'04" W 5.00'; Thence S 75°02'56" W 5.00' to the aforesaid easterly right of way line and Point of Beginning. Said Easement containing 25 square feet.



**MICHAEL T. DANTZLER**  
 PROFESSIONAL SURVEYOR AND MAPPER  
 3885 C.R. 13 SOUTH, ELKTON, FL 32033  
 PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255  
 5-09-2023

Exhibit "K" to the Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 1<sup>st</sup> day of August, 2012 by Ngsm 4 Life LLC, with an address of 149 Thomas Industry Way, St. Augustine, FL 32095 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.

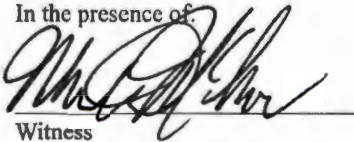
4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

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

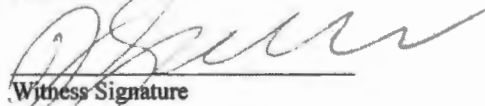
In the presence of

  
Witness

Signature

Name: MICHAEL P. MCLENON

Print Name

  
Witness Signature

Susan Spicer  
Print Name

By: Emmanuel Matera

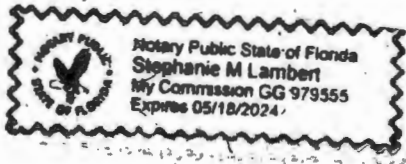
Print Emmanuel R Matera

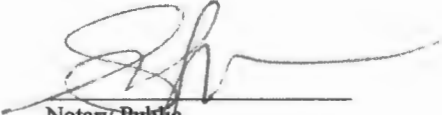
Its: Owner/Pres.



STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  
 physical presence or  online notarization, this 4 day of  
August, 2023, by  
Emmanuel R. Matoria as owner / president  
for Ngon 4 Life, LLC.



  
Notary Public  
My Commission Expires: 5/18/2024

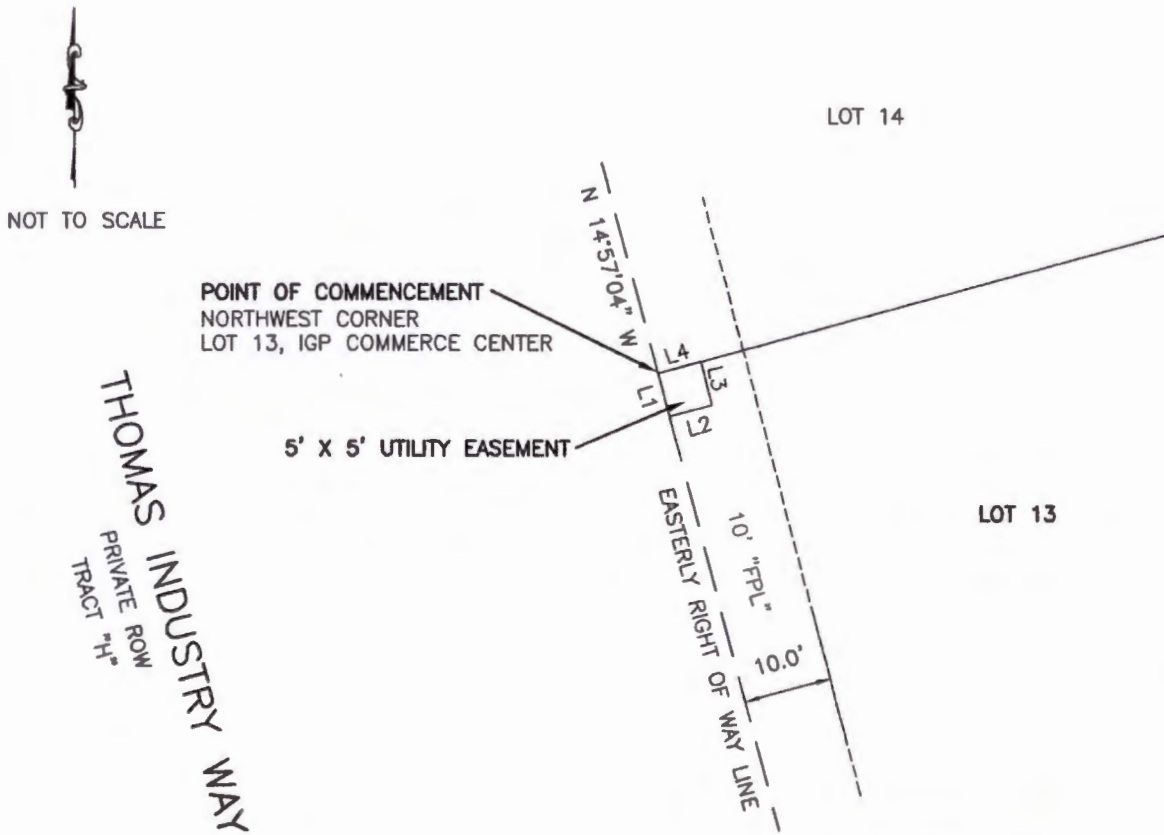
Personally Known or Produced Identification  
Type of Identification Produced FLDL  
EXHIBIT "A"

EASEMENT AREA

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 13, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Northwest corner of aforesaid lot 13, thence along the easterly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) S 14°57'04" E 5.00'; Thence leaving said easterly right of way line N 75°02'56" E 5.00'; Thence N 14°57'04" W 5.00'; Thence S 75°02'56" W 5.00' to the aforesaid easterly right of way line and Point of Commencement. Said Easement containing 25 square feet.



NOT TO SCALE

LOT 14

POINT OF COMMENCEMENT  
NORTHWEST CORNER  
LOT 13, IGP COMMERCE CENTER

5' X 5' UTILITY EASEMENT

THOMAS  
INDUSTRY WAY  
PRIVATE ROW  
TRACT "H"

LOT 13

EASTERLY  
RIGHT OF WAY LINE  
10' "FPL"

LINE CHART

LINE	BEARING	DISTANCE
L1	S 14°57'04" E	5.00'
L2	N 75°02'56" E	5.00'
L3	N 14°57'04" W	5.00'
L4	S 75°02'56" W	5.00'

**MICHAEL T. DANTZLER**

PROFESSIONAL SURVEYOR AND MAPPER

3885 C.R. 13 SOUTH, ELKTON, FL 32033

PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 28<sup>th</sup> day of July, 2023 by Duckworth Development II, LLC, with an address of 1662 Stockton St; Ste 201, Jacksonville, FL 32204, 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:

[Signature]  
Witness Signature

Lindsay Ripper  
Print Name

[Signature]  
Witness Signature

Donna J Wagner  
Print Name

By: [Signature]  
Print Name: HENRY DUCKWORTH  
Its: MANAGER

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means  
of  physical presence or  online notarization, this 28<sup>th</sup> day of  
July, 2023, by  
Henry Duckworth as President  
for Duckworth Development II (I.G.P. Commerce).

DENISE A ZIELSKE  
NOTARY PUBLIC  
STATE OF FLORIDA  
NO. HH 296312  
MY COMMISSION EXPIRES OCT. 03, 2026

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

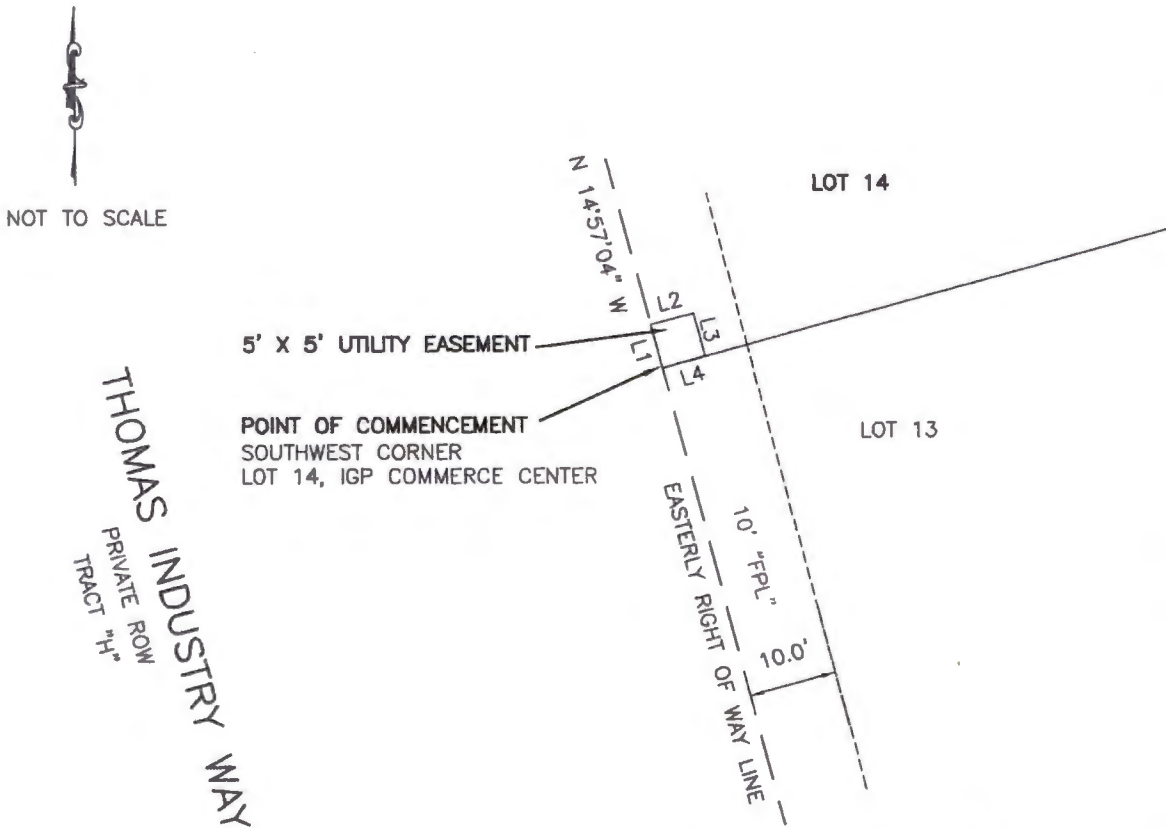
Personally Known or Produced Identification  
Type of Identification Produced

Exhibit "A" to the Easement  
**EXHIBIT "A"**

SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 14, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Southwest corner of aforesaid lot 14, thence along the easterly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) N 14°57'04" W 5.00'; Thence leaving said easterly right of way line N 75°02'56" E 5.00'; Thence S 14°57'04" E 5.00'; Thence S 75°02'56" W 5.00' to the aforesaid easterly right of way line and Point of Commencement. Said Easement containing 25 square feet.



LINE CHART

LINE	BEARING	DISTANCE
L1	N 14°57'04" W	5.00'
L2	N 75°02'56" E	5.00'
L3	S 14°57'04" E	5.00'
L4	S 75°02'56" W	5.00'

MICHAEL T. DANTZLER

PROFESSIONAL SURVEYOR AND MAPPER

3885 C.R. 13 SOUTH, ELKTON, FL 32033

PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

*Michael T. Dantzler*

HD

### **EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 12<sup>th</sup> day of July, 2023 by Southern Aquatics, Inc., with an address of 150 Hilden Rd., Ste 305, Ponte Vedra, FL 32081 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:

[Signature]  
Witness Signature

C. T. Frohne  
Print Name

[Signature]  
Witness Signature

Anthony Shane McLemore  
Print Name

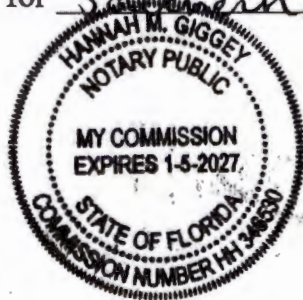
By: [Signature]

Print Name: D. ALEX POWERS II

Its: PRES.

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means  
of  physical presence or  online notarization, this 12 day of  
July, 2023, by  
D. Alex Powers II as President  
for Southern Aquatics Inc.



[Signature]  
Notary Public  
My Commission Expires: 01-05-2027

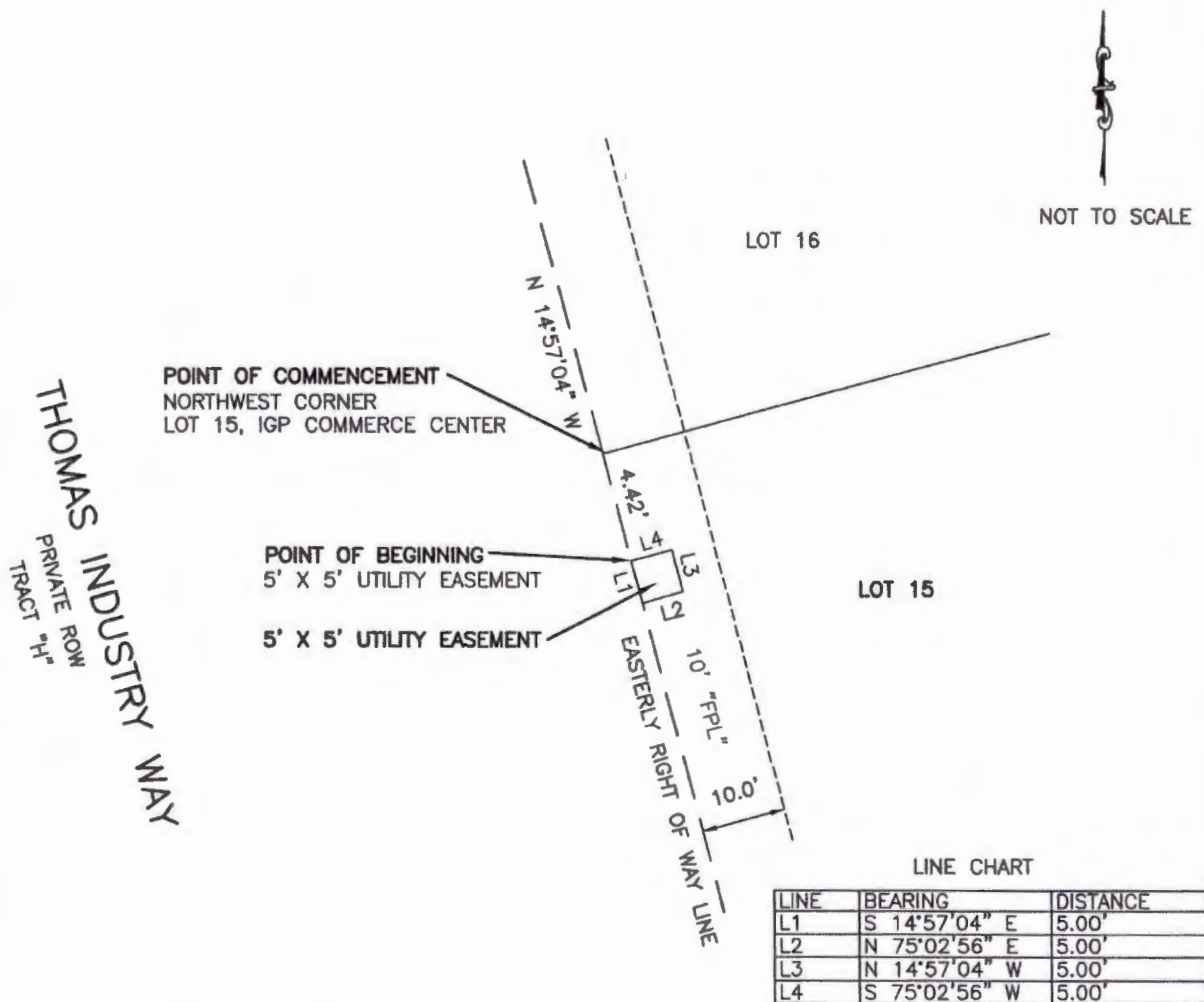
Personally Known or Produced Identification  
Type of Identification Produced

EXHIBIT A

### SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 15, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Northwest corner of aforesaid lot 15, thence along the easterly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) S 14°57'04" E 4.42' to the Point of Beginning; Thence continue S 14°57'04" E 5.00'; Thence leaving said easterly right of way line N 75°02'56" E 5.00'; Thence N 14°57'04" W 5.00'; Thence S 75°02'56" W 5.00' to the aforesaid easterly right of way line and Point of Beginning. Said Easement containing 25 square feet.



MICHAEL T. DANTZLER

PROFESSIONAL SURVEYOR AND MAPPER

3885 C.R. 13 SOUTH, ELKTON, FL 32033

PHONE# (904) 692-2676 FAX# (904) 692-2676

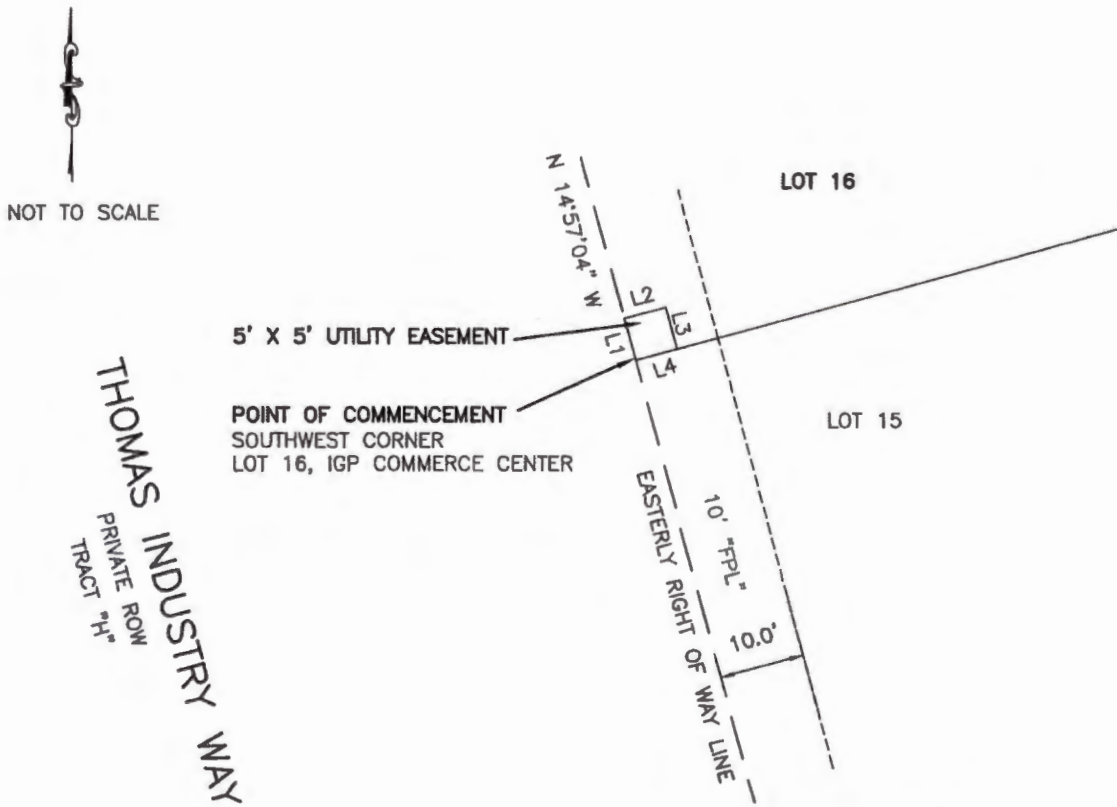
MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 16, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Southwest corner of aforesaid lot 16, thence along the easterly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) N 14°57'04" W 5.00'; Thence leaving said easterly right of way line N 75°02'56" E 5.00'; Thence S 14°57'04" E 5.00'; Thence S 75°02'56" W 5.00' to the aforesaid easterly right of way line and Point of Commencement. Said Easement containing 25 square feet.



LINE CHART

LINE	BEARING	DISTANCE
L1	N 14°57'04" W	5.00'
L2	N 75°02'56" E	5.00'
L3	S 14°57'04" E	5.00'
L4	S 75°02'56" W	5.00'

**MICHAEL T. DANTZLER**

**PROFESSIONAL SURVEYOR AND MAPPER**

3885 C.R. 13 SOUTH, ELKTON, FL 32033

PHONE# (904) 692-2676 FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 26<sup>th</sup> day of June, 2023 by IGP Commerce Center, LLC., with an address of 1100 Pond View Ct, St Johns, FL 32259, 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:

Lisa Mexicano  
Witness Signature

Lisa Mexicano  
Print Name

Caroline Ripley Ramsay  
Witness Signature

Caroline Ripley Ramsay  
Print Name

By: R.A. Thomas

Print Name: Robert A. Thomas

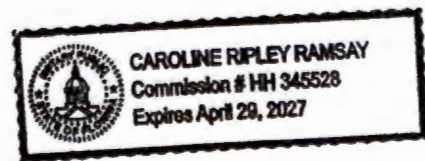
Its: Managing member

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26<sup>th</sup> day of June, 2023, by Robert A. Thomas as Managing member for LGP Commerce Center, LLC.

Caroline Ripley Ramsay  
Notary Public  
My Commission Expires: \_\_\_\_\_

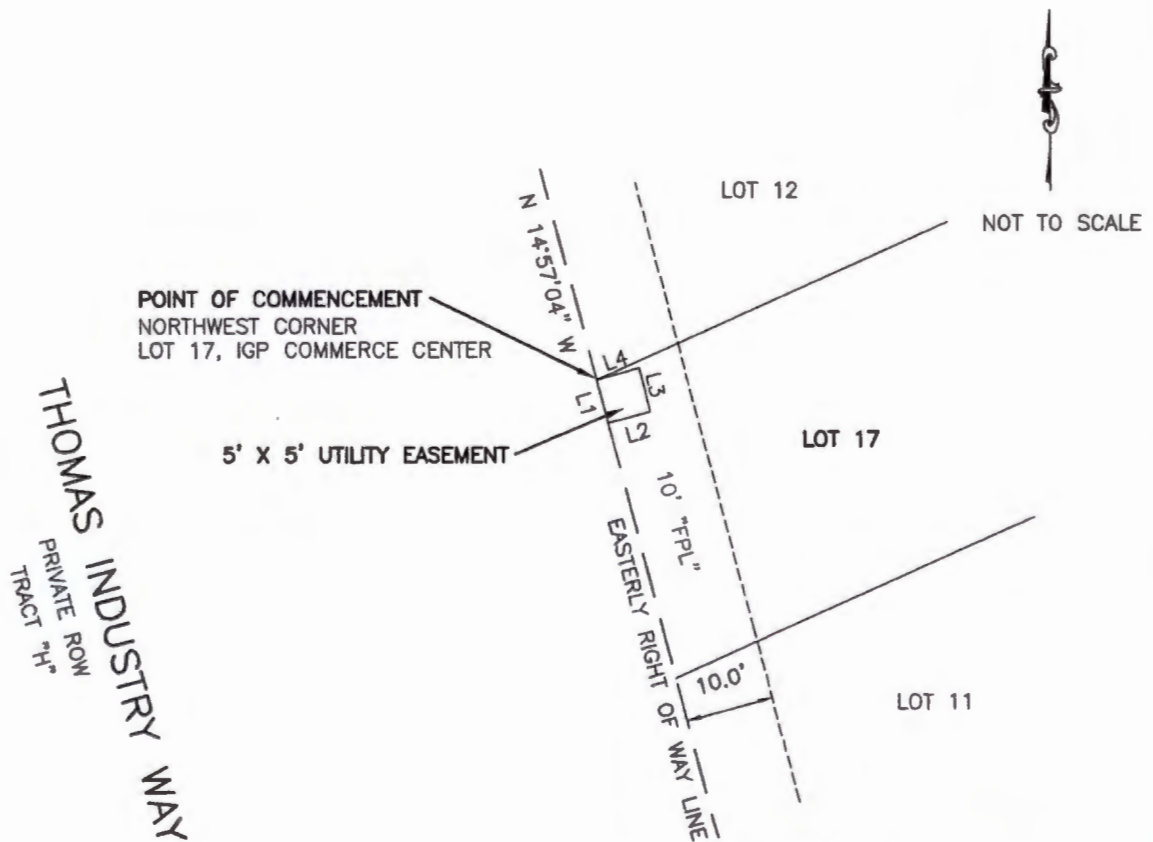
Personally Known or Produced Identification   
Type of Identification Produced



## SKETCH OF 5' X 5' UTILITY EASEMENT

Utility Easement lying in and being a portion of Lot 17, IGP COMMERCE CENTER, according to the map or plat thereof, as recorded in Plat Book 112, Page(s) 94 through 98, of the Public Records of St. Johns County, Florida, and being more particularly described as follows;

Commence at the Northwest corner of aforesaid lot 17, thence along the easterly right of way line of THOMAS INDUSTRY WAY ( 80' PRIVATE RIGHT OF WAY ) S 14°57'04" E 5.00'; Thence leaving said easterly right of way line N 75°02'56" E 5.00'; Thence N 14°57'04" W 5.00'; Thence S 75°02'56" W 5.00' to the aforesaid easterly right of way line and Point of Commencement. Said Easement containing 25 square feet.



LINE CHART

LINE	BEARING	DISTANCE
L1	S 14°57'04" E	5.00'
L2	N 75°02'56" E	5.00'
L3	N 14°57'04" W	5.00'
L4	S 75°02'56" W	5.00'

**MICHAEL T. DANTZLER**

**PROFESSIONAL SURVEYOR AND MAPPER**

3885 C.R. 13 SOUTH, ELKTON, FL 32033

PHONE# (904) 692-2676    FAX# (904) 692-2676

MICHAEL T. DANTZLER, P.S.M., FLORIDA CERT. NO. 6255

5-09-2023

*Michael T. Dantzler*

EXHIBIT "B" to the Easement

INGRESS/EGRESS AREA

All private roadways being Thomas Industry Way as recorded in the IGP Commerce Center Plat, Plat Book 112 Pages 94 thru 98.



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

PROJECT: IGP Commerce Center, LLC

Robert Thomas 1100 Pond View Court, St. Johns, FL 32259

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 14<sup>th</sup> of September, 2023.

WITNESS:

Kelly Thompson  
Witness Signature

Kelly Thompson  
Witness Print Name

OWNER:

R.C. Thomas  
Owner Signature

Robert Thomas  
Owner Print Name

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization, this 14<sup>th</sup> day of September, 2023, by Robert Thomas as owner for IGP commerce center LLC

Kayla Boggan  
Notary Public  
My Commission Expires: 12/2/23

Personally Known or Produced Identification  
Type of Identification Produced





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

Project Name: IGP COMMERCE CENTER  
 Contractor: RIVERSTONE CONSTRUCTION  
 Developer: IGP COMMERCE CENTER, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" DR 18	LF	135	\$ 85.00	\$ 11,475.00
6" DR 11	LF	64	\$ 150.00	\$ 9,600.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
4" Tapping Valve (American)	Ea	1	\$ 2,600.00	\$ 2,600.00
4" Gate Valve (American)	Ea	1	\$ 2,350.00	\$ 2,350.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>			\$ -	\$ -
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 26,025.00</b>



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

Project Name: IGP COMMERCE CENTER  
 Contractor: RIVERSTONE CONSTRUCTION  
 Developer: IGP COMMERCE CENTER, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
12" DR 18	LF	56	\$ 110.00	\$ 6,160.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
12" Tapping Valve (American)	Ea	1	\$ 6,400.00	\$ 6,400.00
6" Gate Valve (American)	Ea	1	\$ 3,800.00	\$ 3,800.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
5 1/4 Waterous Pacer Model WB67-250	Ea	1	\$ 7,500.00	\$ 7,500.00
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
			<b>Total Water System Cost</b>	<b>\$ 23,860.00</b>



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

The undersigned lienor, in consideration of the sum

\$49,885.00

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

2/23/2023 to IGP Commerce Center, LLC  
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

IGP Commerce Center, LLC

PROJECT NAME

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

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

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 23 day of February, 2023

WITNESS:

Susan Higginbotham  
Witness Signature  
Susan Higginbotham  
Print Witness Name

CONTRACTOR:

[Signature]  
Lienor's Signature  
Doug McGeough  
Print Lienor's Name

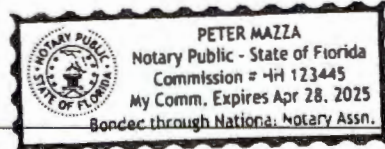
STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23 day of February, 2023 by

Doug McGeough as President for  
Riverstone Construction

Peter Mazza  
Notary Public  
My Commission Expires: 4/28/25

Personally Known or Produced Identification Type of Identification Produced





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

Project Name:	<u>IGP COMMERCE CENTER</u>
Contractor:	<u>RIVERSTONE CONSTRUCTION</u>
Developer:	<u>IGP COMMERCE CENTER, LLC.</u>

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" DR 18	LF	135	\$ 85.00	\$ 11,475.00
6" DR 11	LF	64	\$ 150.00	\$ 9,600.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
4" Tapping Valve (American)	Ea	1	\$ 2,600.00	\$ 2,600.00
4" Gate Valve (American)	Ea	1	\$ 2,350.00	\$ 2,350.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 26,025.00</b>



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

Project Name: IGP COMMERCE CENTER  
 Contractor: RIVERSTONE CONSTRUCTION  
 Developer: IGP COMMERCE CENTER, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
12" DR 18	LF	56	\$ 110.00	\$ 6,160.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
12" Tapping Valve (American)	Ea	1	\$ 6,400.00	\$ 6,400.00
6" Gate Valve (American)	Ea	1	\$ 3,800.00	\$ 3,800.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
5 1/4 Waterous Pacer Model WB67-250	Ea	1	\$ 7,500.00	\$ 7,500.00
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 23,860.00</b>

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

Date: 2/23/2023  
Project Title: IGP Commerce Center  
FROM: Riverstone Construction, LLC  
Contractor's Name  
Address: 6510 Columbia Park Dr. Suite 105  
Jacksonville, Florida  
32258

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:

Doug McGough  
Print Contractor's Name

[Signature]  
Contractor's Signature

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_  
on-line notarization, this 23 day of February, 2023, by

Doug McGough as President for  
Riverstone Construction

[Signature]  
Notary Public  
My Commission Expires: 4/28/25

Personally Known or Produced Identification  
Type of Identification Produced

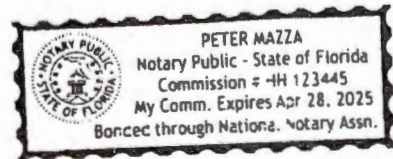


Exhibit "R" to the Resolution



**ST. JOHNS COUNTY  
UTILITIES**

1205 State Road 16  
St. Augustine, Florida 32084

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**INTEROFFICE MEMORANDUM**

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**TO:** Debbie Taylor, Real Estate Manager  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**DATE:** August 22, 2023  
**SUBJECT:** IGP Commerce Center (ASBULT 2023000059)

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 IGP Commerce Center.

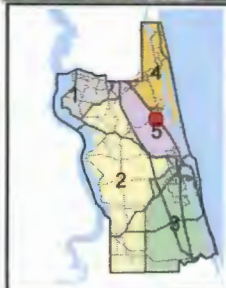
After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.





Subject Properties



2023 Aerial Imagery  
Date: 10/4/2023

IGP Commerce Center

Utility easements  
on each lot



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 hereon.