

RESOLUTION NO. 2023-504

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER AND REUSE SYSTEMS TO SERVE 7-ELEVEN AT BEACON LAKE PARKWAY LOCATED OFF COUNTY ROAD 210 W.

RECITALS

WHEREAS, Chief & Joey's Properties, LLC, a Florida limited liability company, has executed and presented to the County an Easement associated with the water and reuse systems to serve 7-Eleven at Beacon Lake Parkway located off County Road 210 W, attached hereto as Exhibit "A" incorporated by reference and made a part hereof; and

WHEREAS, 42193 St. Augustine FL, 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 reuse systems to serve 7-Eleven at Beacon Lake Parkway, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Vallencourt, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at 7-Eleven at Beacon Lake Parkway, attached hereto as Exhibits "C" and "D", incorporated by reference and made a part hereof; and

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

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

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

Section 2. The above described Easement for Utilities, Bill of Sale, Final Release of Lien and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, 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 Easement 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 19th day of December, 2023.

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

Rendition Date: DEC 20 2023

By: _____

Sarah Arnold, Chair

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

Crystal Smith
Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 6th day of November, 2023 by CHIEF & JOEY'S PROPERTIES, LLC, a Florida limited liability company, with an address of 8606 ROLLING HILLS BLVD., LAKE WORTH, FL 33467, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 meter(s) and reuse meter(s) over and under 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. (a) WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) REUSE SYSTEM - The Grantee shall maintain all water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

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:

Chief & Joey's Properties, LLC

[Signature]
Witness

By: [Signature]
Its: owner/manager

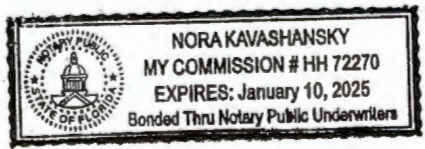
Tyler Tamanini
Print Name

[Signature]
Witness

Marion E. Hartmann
Print Name

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of Nov, 2023, by Wade G. Whitworth Sr as manager for Chief and Joey's Properties, LLC.



[Signature]
Notary Public
My Commission Expires: 1/10/2025

nk
Personally Known or Produced Identification
Type of Identification Produced

MAP SHOWING

A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT OF WAY LINE OF BEACON LAKE PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF BEACON LAKE PARKWAY, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1; SOUTH 84°00'52" EAST, 134.75 FEET; COURSE NO. 2; SOUTH 39°00'52" EAST, 34.11 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 3; SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 212.41 FEET, AN ARC DISTANCE OF 136.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°18'20" EAST, 136.27 FEET TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; COURSE NO. 4; SOUTHERLY, CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 212.41 FEET, AN ARC DISTANCE OF 12.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°01'18" WEST, 12.00 FEET; THENCE SOUTH 89°01'48" WEST, 9.22 FEET; THENCE NORTH 00°58'12" WEST, 12.00 FEET; THENCE NORTH 89°01'48" EAST, 9.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 113 SQUARE FEET, MORE OR LESS.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	212.41'	136.72'	37°25'04"	S20°18'20"E	136.27'
C2	212.41'	12.00'	3°14'13"	S00°01'18"W	12.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S84°00'52"E	134.75'
L2	S39°00'52"E	34.11'
L3	S89°01'48"W	9.22'
L4	N00°58'12"W	12.00'
L5	N89°01'48"E	9.43'

GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE SE'LY R/W LINE OF COUNTY ROAD NO. 210, AS NORTH 51°03'23" EAST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
- THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
- CROSS REFERENCE: CLARY MAP FILE NO. R9-2A, AND CLARY BOUNDARY FILE NOS. T55-401 & T55-1336.

LEGEND

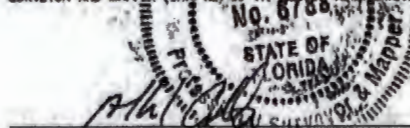
O.R.B. = OFFICIAL RECORDS BOOK
 PC = POINT OF CURVATURE
 PRC = POINT OF REVERSE CURVATURE
 PT = POINT OF TANGENCY
 R/W = RIGHT OF WAY

SHEET 2 OF 2

JOB NO. 2022-517
 DRAFTER MJC
 DATE 8-13-22
 SCALE 1"=80'

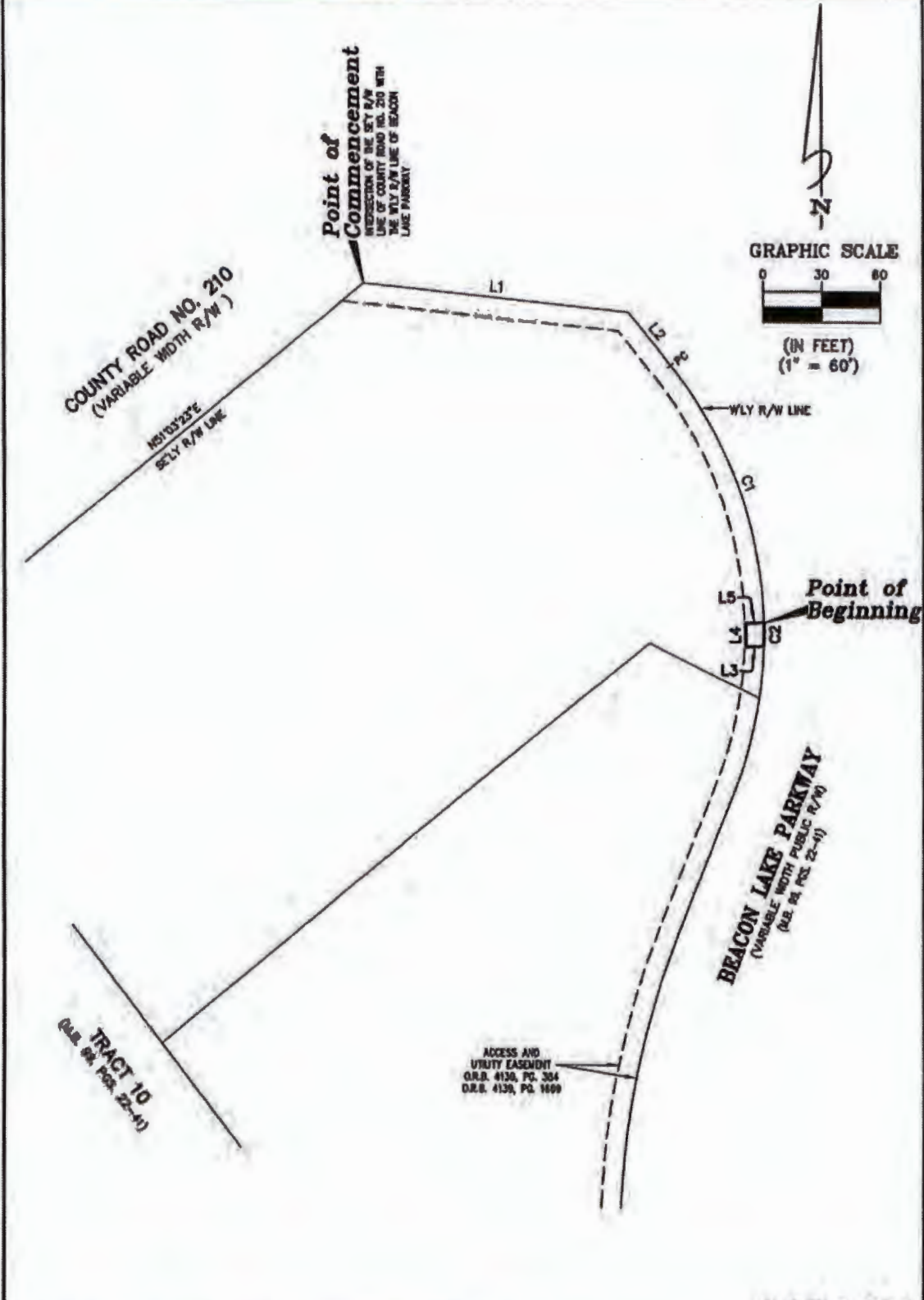
THIS MAP OR SURVEY MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 9A-17, FLORIDA STATUTES, CODE SUBCHAPTER 20 SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE STATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL (NON-BLIND) SEAL OF A LICENSED SURVEYOR AND MAPPER (CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE).



CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

MAP SHOWING



SHEET 1 OF 2

JOB NO. 2022-517
 DRAFTER MJC
 DATE 6-13-22
 SCALE 1"=60'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.
 THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).



CHECKED BY: MICHAEL J. COLLOAN, P.S.M. CERT. NO. 6788

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

PROJECT: 7-Eleven at Beacon Lake Parkway

42193 St. Augustine, FL LLC 2240 West First St. Suite 101 Fort Myers, FL 33901

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 14th of June, 2023.

WITNESS:

[Signature]

Witness Signature

Maxwell Waldau

Witness Print Name

OWNER:

[Signature]

Owner Signature

M. Dan Creighton

Owner Print Name

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 14th day of June, 2023, by

M. Dan Creighton as owner for 42193 St. Augustine, FL, LLC

[Signature]
Notary Public
My Commission Expires: 5/17/2027

Personally Known or Produced Identification
Type of Identification Produced



JOANN E. TAYLOR
Commission # HH 398694
Expires May 17, 2027

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

Project Name:	7-11 CR-210 & Beacon Lake Pkwy. St. Augustine
Contractor:	Creighton Construction and Development
Developer:	Creighton Construction & Management LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
2" Poly	LF	91	\$ 42.86	\$ 3,900.26
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Reuse System Cost	\$ 3,900.26

ST. JOHNS COUNTY UTILITY DEPARTMENT

ASSET MANAGEMENT

SCHEDULE OF VALUES - WATER

Project Name:	7-11 CR-210 & Beacon Lake Pkwy. St. Augustine			
Contractor:	Creighton Construction and Development			
Developer:	Creighton Construction & Management LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
2" Poly	LF	90.5	\$ 45.00	\$ 4,072.50
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
2" Gate Valve	Ea	1	\$ 1,500.00	\$ 1,500.00
Fyre Hydrant	Ea	1	\$ 4,531.63	\$ 4,531.63
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
Tapping Sleeve	Ea	1	\$ 500.00	\$ 500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 10,604.13



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

The undersigned lienor, in consideration of the sum
\$14,504.39

hereby waives and releases its lien and right to claim a lien for Water, Sewer, and Reclaimed
Water labor, services or materials furnished through
7/5/2023 to 42193 St. Augustine, FL LLC
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR
7- Eleven at Beacon Lake Parkway

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 12th day of June,
2023.

WITNESS:
Samantha Estrada
Witness Signature
Samantha Estrada
Print Witness Name

CONTRACTOR:
David Vallencourt
Lienor's Signature
David Vallencourt
Print Lienor's Name

STATE OF FL
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 12 day of July, 2023, by
David Vallencourt as CEO for
Vallencourt Inc.

Elizabeth Willard
Notary Public
My Commission Expires: 11/7/2025

Personally Known or Produced Identification Type of
Identification Produced



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

Project Name:	7-11 CR-210 & Beacon Lake Pkwy. St. Augustine
Contractor:	Creighton Construction and Development
Developer:	Creighton Construction & Management LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
2" Poly	LF	91	\$ 42.86	\$ 3,900.26
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost			\$	3,900.26

ST. JOHNS COUNTY UTILITY DEPARTMENT

ASSET MANAGEMENT

SCHEDULE OF VALUES - WATER

Project Name:	7-11 CR-210 & Beacon Lake Pkwy. St. Augustine			
Contractor:	Creighton Construction and Development			
Developer:	Creighton Construction & Management LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
2" Poly	LF	90.5	\$ 45.00	\$ 4,072.50
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
2" Gate Valve	Ea	1	\$ 1,500.00	\$ 1,500.00
Fyre Hydrant	Ea	1	\$ 4,531.63	\$ 4,531.63
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
Tapping Sleeve	Ea	1	\$ 500.00	\$ 500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost				\$ 10,604.13

ST. JOHNS COUNTY UTILITY DEPARTMENT
3E - CLOSEOUT - WARRANTY

Date: 6/14/2023
Project Title: 7-Eleven at Beacon Lake Parkway
FROM: Vallencourt Inc.
Contractor's Name
Address: 1555 Kingsley Ave Suite 302
Orange Park, FL 32073

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:

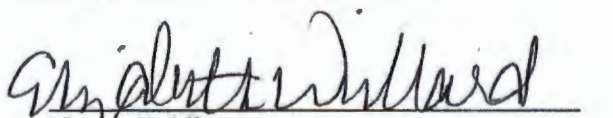
David Vallencourt
Print Contractor's Name


Contractor's Signature

STATE OF FL
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or _____
on-line notarization, this 15 day of June, 2023, by
David Vallencourt as CEO for
Vallencourt Inc.




Notary Public
My Commission Expires: 11/7/2025

Personally Known or Produced Identification
Type of Identification Produced



**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: October 24, 2023
SUBJECT: 7-Eleven at Beacon Lake Parkway (ASBULT 2023000097)

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of 7-Eleven at Beacon Lake Parkway.

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

Your support and cooperation as always are greatly appreciated.



2023 Aerial Imagery

Date: 11/15/2023

**7-Eleven at
Beacon Lake Parkway**

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



**Land Management
Systems
(904) 209-1276**

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.