

RESOLUTION NO. 2024-12

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN AMENDED EASEMENT FOR UTILITIES, BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE OUTBACK CRAB SHACK LOCATED OFF STATE ROAD 13 NORTH.

RECITALS

WHEREAS, Property Management Support, Inc., a Florida corporation, has executed and presented to the County an Amended Easement for Utilities associated with the water system to serve Outback Crab Shack located off State Road 13 North, attached hereto as Exhibit “A” incorporated by reference and made a part hereof; and

WHEREAS, this Amended Easement is given to correct the sketch shown in that certain Easement for Utilities dated March 3, 2023 and recorded in Official Records Book 5721, page 1144, public records of St. Johns County, Florida: and

WHEREAS, Project Management Support, Inc., 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 system to serve Outback Crab Shack, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, North Florida Underground Utilities, LLC, a Florida limited liability company has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Outback Crab Shack, 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 Amended 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 Final Release of Lien and file the recorded Amended Easement for Utilities, Bill of Sale and Warranty in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 16th day of January, 2024.

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

By: 
Sarah Arnold, Chair

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

Rendition Date: JAN 18 2024


Deputy Clerk



Prepared by:
Robert A. Heekin, Esq.
1 Sleiman Parkway, Suite 280
Jacksonville, Florida 32216

Public Records of St. Johns County, FL
Clerk number: 2023096759
BK: 5870 PG: 1477
12/13/2023 12:01 PM
Recording \$61.00
Doc. D \$0.70

Exhibit "A" to the Resolution

AMENDED EASEMENT FOR UTILITIES

THIS AMENDED EASEMENT executed and given this 13th day of June, 2023 by **PROPERTY MANAGEMENT SUPPORT, INC.**, a Florida corporation, as Trustee of **OUTBACK LAND TRUST** u/t/a dated November 13, 2019, with an address of 1 Sleiman Parkway, Suite 270, Jacksonville, FL 32216, 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, its 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 Amended Easement for Utilities is given by Grantor to Grantee to replace in its entirety that Easement for Utilities dated March 3, 2023 which is recorded in Official Records Book 5721, page 1144, public records of St. Johns County, Florida (the "Existing Easement"). By its acceptance of this Amended Easement, Grantee agrees that it shall replace the Existing Easement in its entirety, and it 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.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

[SIGNATURE PAGE OF AMENDED EASEMENT FOR UTILITIES]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

PROPERTY MANAGEMENT SUPPORT, INC., a Florida corporation, as Trustee of OUTBACK LAND TRUST u/t/a dated November 13, 2019

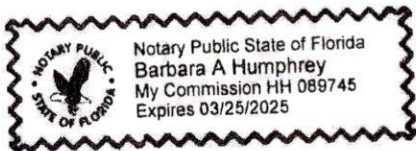
Taylor Recore
Witness
Print Name Taylor Recore

By: [Signature]
Michael W. Herzberg, Vice President

Barbara Humphrey
Witness
Print Name Barbara A Humphrey

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of June, 2023, by Michael W. Herzberg, as Vice President of Property Management Support, Inc., a Florida corporation, on behalf of the corporation as Trustee of Outback Land Trust u/t/a dated November 13, 2019.



Barbara A Humphrey
Notary Public Barbara A Humphrey
Commission Number: HH089745
My Commission Expires: 3/25/25

Personally Known or
 Produced Identification
Type of Identification Produced _____

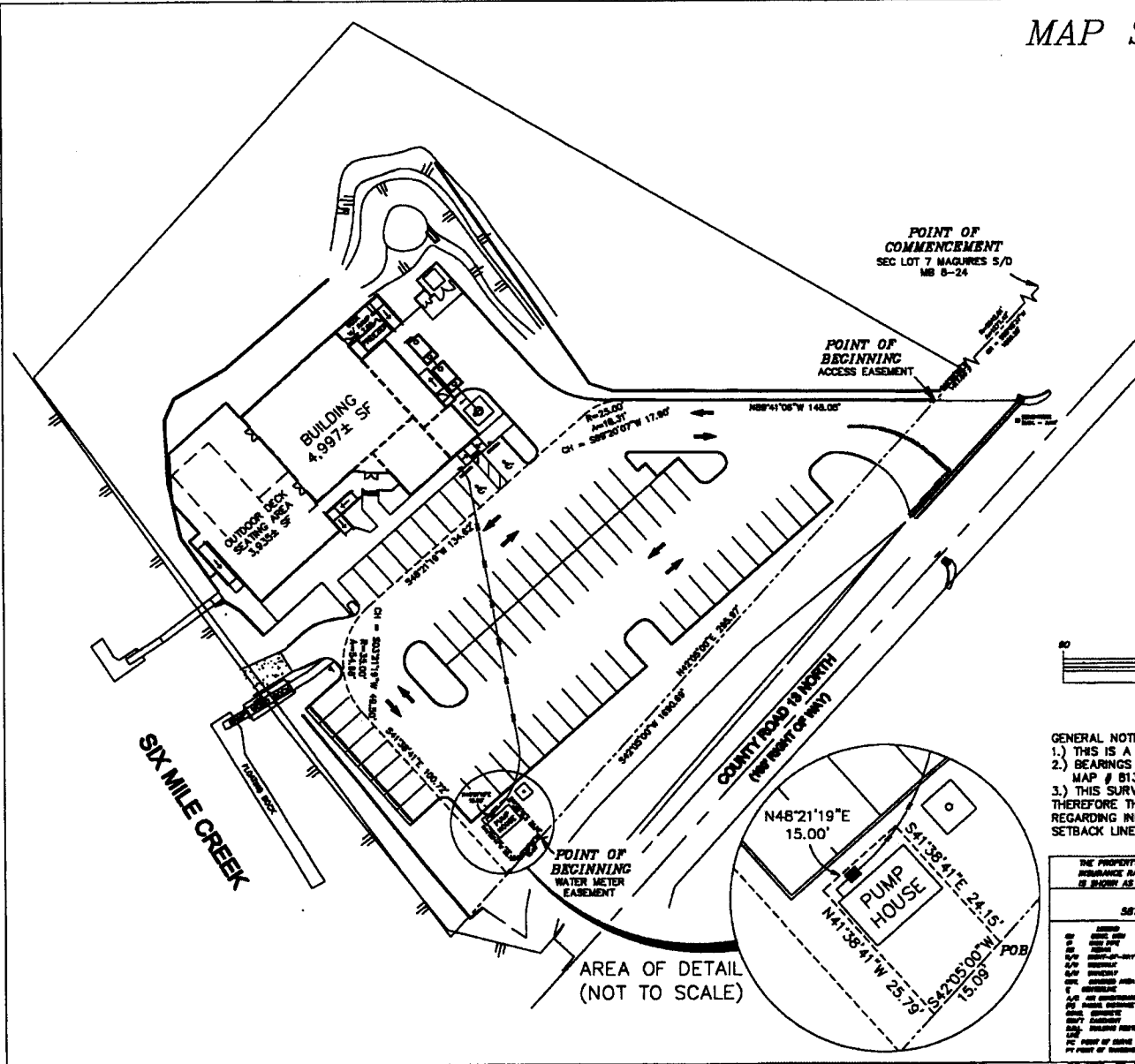
**EXHIBIT A to the Easement
EASEMENT AREA
(Page 1 of 2)**

Outback Crab Shack Well Water Meter Easement

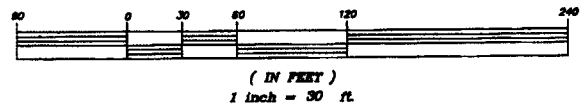
A part of Section 24, Township 6 South, Range 27 East, St. Johns County, Florida more particularly described as follows: For a point of reference, commence at the Southeast corner of Lot 7, Maguires Subdivision, as recorded in Map Book 8, page 24 of the public records of said county, said corner lying on the Westerly right-of-way line of County Road No. 13 North (formerly State Road No. 13, a 100 foot right-of-way as now established), said point lying on a curve being concave Northwesterly and having a radius of 2242.01 feet; thence Southwesterly along the arc of said curve and along said Westerly right-of-way line, an arc distance of 1277.47 feet, said arc being subtended by a chord bearing of South 25°45'37" West and a chord distance of 1260.26 feet to the point of tangency of said curve; thence South 42°05'00" West continuing along the Northwesterly right-of-way line of said County Road No. 13 North a distance of 1690.69 feet to the Point of Beginning; thence continue South 42°05'00" West along said Northwesterly right-of-way line 15.09 feet; thence departing said right-of-way line North 41°38'41" West 25.79 feet; thence North 48°21'19" East 15.00 feet; thence South 41°38'41" East 24.15 feet to said Northwesterly right-of-way line and the Point of Beginning. Containing 374.56 square feet, more or less.

MAP SHOWING SKETCH OF:

OUTBACK CRAB SHACK WELL WATER METER EASEMENT
 A PART OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 27
 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY
 DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE,
 COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, MAGUIRES
 SUBDIVISION, AS RECORDED IN MAP BOOK 8, PAGE 24 OF
 THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING
 ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD
 NO. 13 NORTH (FORMERLY STATE ROAD NO. 13, A 100 FOOT
 RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING
 ON A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A
 RADIUS OF 2242.01 FEET; THENCE SOUTHWESTERLY ALONG
 THE ARC OF SAID CURVE AND ALONG SAID WESTERLY
 RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 1277.47 FEET,
 SAID ARC BEING SUBTENDED BY A CHORD BEARING OF
 SOUTH 25°45'37" WEST AND A CHORD DISTANCE OF 1280.26
 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE
 SOUTH 42°05'00" WEST CONTINUING ALONG THE
 NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD
 NO. 13 NORTH A DISTANCE OF 1690.89 FEET TO THE POINT
 OF BEGINNING; THENCE CONTINUE SOUTH 42°05'00" WEST
 ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 15.09
 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH
 41°38'41" WEST 25.79 FEET; THENCE NORTH 48°21'19" EAST
 15.00 FEET; THENCE SOUTH 41°38'41" EAST 24.15 FEET TO
 SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND THE POINT
 OF BEGINNING. CONTAINING 374.56 SQUARE FEET, MORE OR
 LESS.



GRAPHIC SCALE



GENERAL NOTES

- 1.) THIS IS A SKETCH OF DESCRIPTION, THIS IS NOT A SURVEY
- 2.) BEARINGS ARE BASED ON STATE ROAD DEPARTMENT PROJECT MAP # 813, BASED ON STATE ROAD 13 NORTH
- 3.) THIS SURVEY WAS PREPARED WITHOUT AN ABSTRACT OF TITLE; THEREFORE THE UNDERSIGNED MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT-OF-WAYS, SETBACK LINES, AGREEMENTS, RESERVATIONS, OR OTHER SIMILAR MATTERS.

THE PROPERTY SHOWN HEREON APPEARS TO BE WITHIN FLOOD HAZARD ZONE, AS SHOWN FROM FLOOD INSURANCE RATE MAP, FOR ST. JOHNS COUNTY, FLORIDA, DATED 12-2-2004, AND IS SHOWN AS A COURTESY ONLY AND DOES NOT CONSTITUTE A CERTIFICATION OF SAME.	
TRI-STATE LAND SURVEYORS, INC. 5875 MINING TERRACE #208, JACKSONVILLE, FLORIDA 32257 (904) 880-2535	
(C) 2005, TRI-STATE LAND SURVEYORS, INC. BEARINGS BASED ON (SEE GENERAL NOTES) THIS SURVEY DOES NOT REFLECT ON DETERMINE OWNERSHIP. NOT FILED WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY BASED UPON DESCRIPTION AS FURNISHED, AND WITHOUT BENEFIT OF A TITLE UNDER/ABSTRACT OF TITLE AND/OR DEED RESEARCH. SCALE 1" = 30' FIELD WORK DATED: 8-8-2005 SIGNATURE DATE: 8-8-2005	SIGNATURE: <i>[Handwritten Signature]</i> REGISTERED SURVEYOR AND MAPPER STATE OF FLORIDA (P.L. 8001) EXPIRES: 8-8-2008

EXHIBIT A TO AMENDED EASEMENT FOR UTILITIES (Page 2 of 2)

EXHIBIT B to the Easement
INGRESS/EGRESS AREA
(Page 1 of 2)

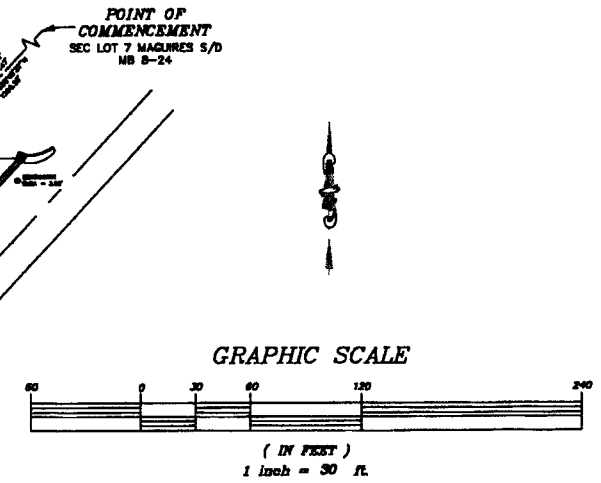
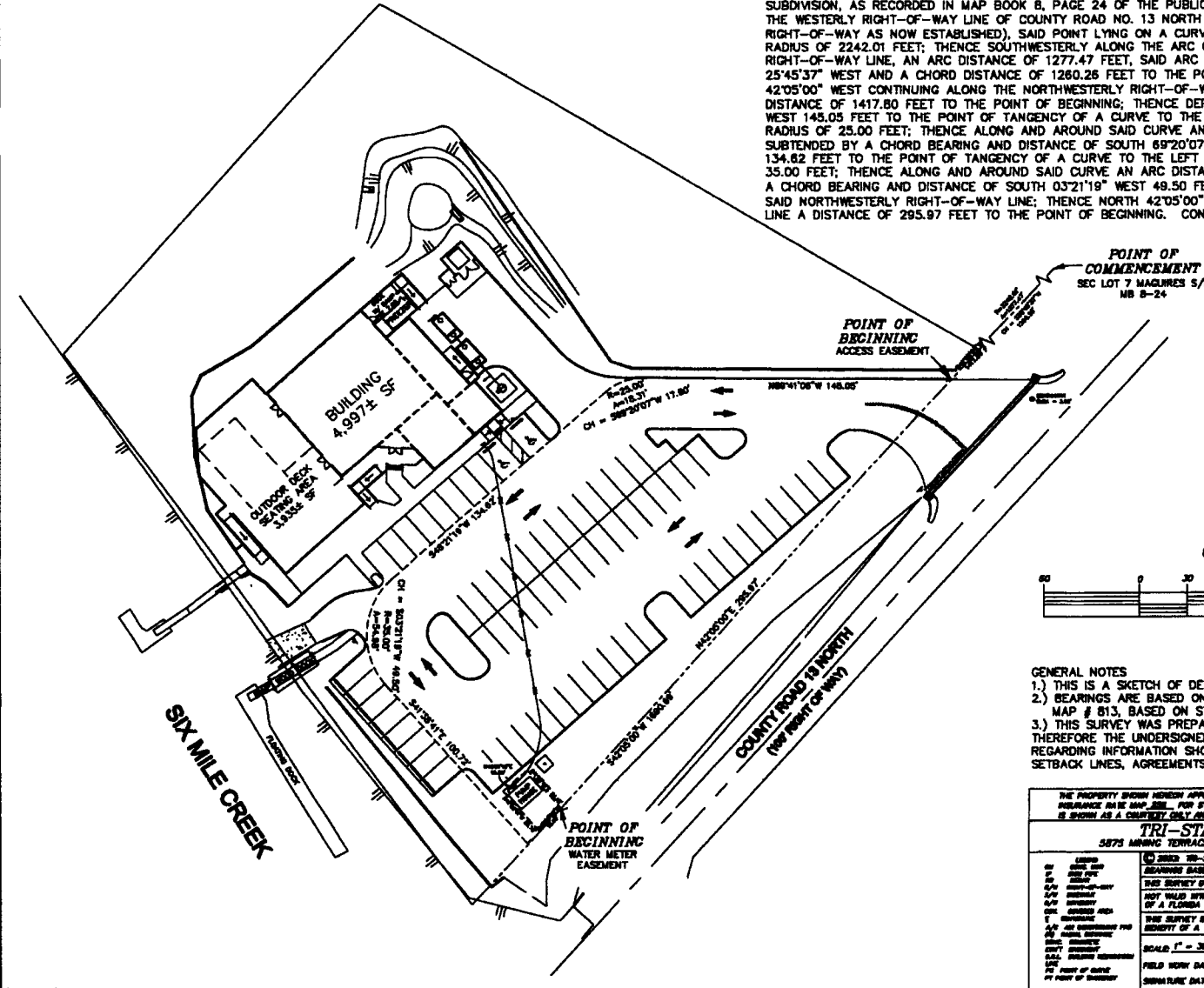
Outback Crab Shack Access Easement

A part of Section 24, Township 6 South, Range 27 East, St. Johns County, Florida more particularly described as follows: For a point of reference, commence at the Southeast corner of Lot 7, Maguires Subdivision, as recorded in Map Book 8, page 24 of the public records of said county, said corner lying on the Westerly right-of-way line of County Road No. 13 North (formerly State Road No. 13, a 100 foot right-of-way as now established), said point lying on a curve being concave Northwesterly and having a radius of 2242.01 feet; thence Southwesterly along the arc of said curve and along said Westerly right-of-way line, an arc distance of 1277.47 feet, said arc being subtended by a chord bearing of South 25°45'37" West and a chord distance of 1260.26 feet to the point of tangency of said curve; thence South 42°05'00" West continuing along the Northwesterly right-of-way line of said County Road No. 13 North a distance of 1417.80 feet to the Point of Beginning; thence departing said right-of-way line North 89°41'06" West 145.05 feet to the point of tangency of a curve to the left being concave Southeasterly and having a radius of 25.00 feet; thence along and around said curve an arc distance of 18.31 feet, said arc being subtended by a chord bearing and distance of South 69°20'07" West 17.90 feet; thence South 48°21'19" West 134.62 feet to the point of tangency of a curve to the left being concave Easterly and having a radius of 35.00 feet; thence along and around said curve an arc distance of 54.98 feet, said arc being subtended by a chord bearing and distance of South 03°21'19" West 49.50 feet; thence South 41°38'41" East 100.72 feet to said Northwesterly right-of-way line; thence North 42°05'00" East along said Northwesterly right-of-way line a distance of 295.97 feet to the Point of Beginning. Containing 28,955 square feet, more or less.

MAP SHOWING SKETCH OF:

OUTBACK CRAB SHACK ACCESS EASEMENT
 A PART OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, MAGUIRES SUBDIVISION, AS RECORDED IN MAP BOOK 8, PAGE 24 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 13 NORTH (FORMERLY STATE ROAD NO. 13, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2242.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 1277.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°45'37" WEST AND A CHORD DISTANCE OF 1260.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°05'00" WEST CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 13 NORTH A DISTANCE OF 1417.80 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°41'06" WEST 145.05 FEET TO THE POINT OF TANGENCY OF A CURVE TO THE LEFT BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 18.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°20'07" WEST 17.90 FEET; THENCE SOUTH 48°21'19" WEST 134.82 FEET TO THE POINT OF TANGENCY OF A CURVE TO THE LEFT BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 54.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°21'19" WEST 49.50 FEET; THENCE SOUTH 41°38'41" EAST 100.72 FEET TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 42°05'00" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 295.97 FEET TO THE POINT OF BEGINNING. CONTAINING 28,955 SQUARE FEET, MORE OR LESS.

EXHIBIT B TO AMENDED EASEMENT FOR UTILITIES (Page 2 of 2)



- GENERAL NOTES**
- 1.) THIS IS A SKETCH OF DESCRIPTION, THIS IS NOT A SURVEY
 - 2.) BEARINGS ARE BASED ON STATE ROAD DEPARTMENT PROJECT MAP # 813, BASED ON STATE ROAD 13 NORTH
 - 3.) THIS SURVEY WAS PREPARED WITHOUT AN ABSTRACT OF TITLE; THEREFORE THE UNDERSIGNED MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT-OF-WAYS, SETBACK LINES, AGREEMENTS, RESERVATIONS, OR OTHER SIMILAR MATTERS.

THE PROPERTY SHOWN HEREON APPEARS TO BE WITHIN FLOOD HAZARD ZONE ... AS SCALED FROM FLOOD INSURANCE RATE MAP ... FOR ST. JOHNS COUNTY, FLORIDA, DATED ... AND IS SHOWN AS A ... ONLY AND DOES NOT CONSTITUTE A DETERMINATION OF SAME.

TRI-STATE LAND SURVEYORS, INC.
 5875 MANNING TERRACE #208, JACKSONVILLE, FLORIDA 32227 (904) 880-2533

(C) 2008 TRI-STATE LAND SURVEYORS, INC. BEARINGS BASED ON THE ORIGINAL INSTRUMENT. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY BASED UPON DESCRIPTION AS FURNISHED, AND WITHOUT BENEFIT OF A TITLE SEARCH/ABSTRACT OF TITLE AND/OR DEED RESEARCH. SCALE: 1" = 30' FIELD WORK DATED: 8-8-2008 SIGNATURE DATED: 8-8-2008	GLEN H. BRADSHAW, P.L.S. NO. 0814 REGISTERED SURVEYOR AND MAPPER STATE OF FLORIDA (L.S. PHOTO)
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ST. JOHNS COUNTY UTILITY DEPARTMENT
3F - CLOSEOUT - BILL OF SALE

PROJECT: Outback Crab Shack

Property Management Support Inc, 1 Sleiman Parkway Suite 270, Jacksonville FL 32216

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 13th of July, 2023.

WITNESS:

Michael Kohoutek
Witness Signature

Michael Kohoutek
Witness Print Name

OWNER:

[Signature]
Owner Signature

Michael Herzberg
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 13th day of July, 2023, by Michael Herzberg as Vice President for Property Management Support, Inc., As Trustee of Outback Land Trust.

Michael Kohoutek
Notary Public
My Commission Expires: 3-15-25

Personally Known or Produced Identification
Type of Identification Produced

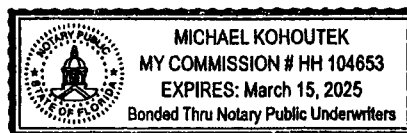


Exhibit "A" to the Bill of Sale

ST. JOHNS COUNTY UTILITY DEPARTMENT				
ASSET MANAGEMENT				
SCHEDULE OF VALUES - SEWER				
Project Name:		Out back Crabspark		
Contractor:		North Florida Underground LLC		
Developer:		Target Construction		
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4" LF	LF	60'	\$ 2.38	\$ 142.80
10x6 Reducer	LF	1	\$ 663--	\$ 663--
6x4 Reducer	LF	1	\$ 382--	\$ 382--
4x2 CAP	LF	1	\$ 274	\$ 274--
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4" Valve	Ea	1	\$ 454 -	\$ 454.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 1,915.80

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

Project Name: Out Back Crabshack
 Contractor: North Florida Underground LLC
 Developer: Target Contracting

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
<u>2 poly x Flange</u>	Ea	<u>1</u>	<u>\$ 444 -</u>	<u>\$ 444 -</u>
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Services (Size and Type)				
<u>2" Meter Box</u>	Ea	<u>1</u>	<u>\$ 328 -</u>	<u>\$ 328 -</u>
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 772 -

Exhibit "C" to the Resolution



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

The undersigned lienor, in consideration of the sum

\$ 2,687.80

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

5-26-23 to Target Contracting
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

Outback Crab Shack

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 26th day of May, 2023.

WITNESS:
[Signature]
Witness Signature
KESTINA TROUT
Print Witness Name

CONTRACTOR:
[Signature]
Lienor's Signature
Kimberly Miller
Print Lienor's Name

STATE OF Fla. dg
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of May, 2023, by Kimberly Miller as _____ for _____

[Signature]
Notary Public
My Commission Expires: June 30, 2023

Personally Known or Produced Identification
Type of Identification Produced FL DL

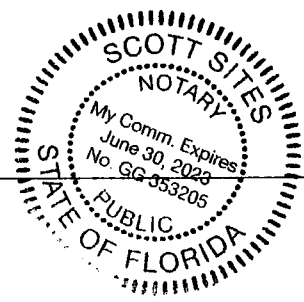


Exhibit "A" to the Final Release of Lien

ST. JOHNS COUNTY UTILITY DEPARTMENT				
ASSET MANAGEMENT				
SCHEDULE OF VALUES - SEWER				
Project Name:		Out back Crabshack		
Contractor:		North Florida Underground LLC		
Developer:		Target Construction		
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4" LF	LF	60'	\$ 2.38	\$ 142.80
10x6 Reducer	LF	1	\$ 663--	\$ 663--
6x4 Reducer	LF	1	\$ 382--	\$ 382--
4x2 CAP	LF	1	\$ 274	\$ 274--
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4" Valve	Ea	1	\$ 454-	\$ 454.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 1,915.80

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

Project Name: Out Back Crabshack
 Contractor: North Florida Underground LLC
 Developer: Target Contracting

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
<u>2 poly x Flange</u>	Ea	<u>1</u>	<u>\$ 444 -</u>	<u>\$ 444 -</u>
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Services (Size and Type)				
<u>2" Meter Box</u>	Ea	<u>1</u>	<u>\$ 328 -</u>	<u>\$ 328 -</u>
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 772 -

Exhibit "D" to the Resolution

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

Date: _____
Project Title: Outback Crab Shack
FROM: North FL Underground
Contractor's Name
Address: 287 Whisper Ridge Dr
St Augustine, FL 32092

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 (2) 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:

Alexander Miller
Print Contractor's Name

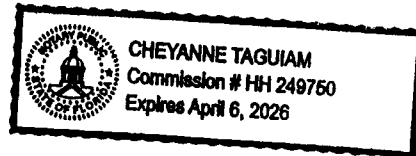
[Signature]
Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of — physical presence or _____ on-line notarization, this 15 day of June, 2023, by Alexander Miller as Contractor for North FL Underground.

[Signature]
Notary Public
My Commission Expires: April 6, 2026

Personally Known or Produced Identification
Type of Identification: Produced FL DL





**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: November 30, 2023
SUBJECT: Outback Crab Shack (ASBUILT 2023000010)

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 Outback Crab Shack.

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 Property

County Road-13-N

Heritage Landing Pkwy



2023 Aerial Imagery

Date: 12/21/2023

Outback Crab Shack
Amended 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.