RESOLUTION NO. 2024-136

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 SEWER SYSTEMS TO SERVE PASEO REYES OFFICE CONDOMINIUM NORTH – PHASE 1 LOCATED OFF PASEO REYES DRIVE.

RECITALS

WHEREAS, Professional Center at Palencia Commons Condominium Association, Inc., a Florida not-for-profit corporation, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Paseo Reyes Office Condominium North – Phase 1 located off Paseo Reyes Drive, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Professional Center at Palencia Commons Condominium Association, Inc., a Florida not-for-profit corporation, 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 Paseo Reyes Office Condominium North – Phase 1, 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 Paseo Reyes Office Condominium North – Phase 1, 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. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and Final Release of Lien and file the Bill of Sale and Warranty in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical, scriveners or administrative errors that <u>do not</u> change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED this 2nd day of April, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA By:

Sarah Arnold, Chair

Rendition Date: APR 0 3 2024

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

Deputy Clerk



Exhibit "A" to the Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 23' day of <u>June</u>, 2023 by <u>Converse of Anglier</u> with an address of <u>910 It Are Soort JACKSon to State of States of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida,</u> 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

By: -

Print Name: LAWRALCE D. Rollings

Nichola) KSONVILL Reac ach, FL 32150

Its: MEMBer

Witness Signature

Print Name 9 10 11th Ave. South Tockson ville Bech, FL32150

STATE OF FLORIDA COUNTY OF <u>St. Johns</u>

The foregoing instrument was acknowledged before me by means of physical presence or \Box online notarization, this <u>23</u> day of <u>June</u>, 2023, by Lowrence D. Rollings <u>Dyanc Myrtolli</u> as <u>Notary</u> <u>Member</u> for <u>Hystar Professional Center of Palencia</u> <u>Commons Condominium Association</u>, <u>Inc.</u> DAJANA MYRTOLLI Commission # HH 403930 Expires May 29, 2027 DAJANA MYRTOLLI Commission Expires: <u>May</u> 29, 2027

Personally Known or Produced Identification Type of Identification Produced

FZ. D.L. B-452-524-64-012-0

MAP SHOWING SURVEY OF: A PORTION OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

CERTIFICATIONS ST. JOHNS COUNTY UTILITY DEPARTMENT

LEGAL DESCRIPTION: ST. JOHNS COUNTY UTILITY DEPARTMENT

A PORTION OF LANDS AS DESCRIBED AS PARCEL "42" IN DEED RECORDED IN THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA IN BOOK 1958, PAGE 2168 AND A PORTION OF LANDS DESCRIBED AS PARCEL "55" IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 2478, PAGE 693 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE MOST SOUTHERLY CORNER OF LANDS DESCRIBED AS ATHLETIC CONSERVATION AREA "10" IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 2051, PAGE 1294; THENCE THE FOLLOWING (4) COURSES ALONG THE SOUTHERLY AND SOUTHEASTERLY BOUNDARY OF SAID ATHLETIC CONSERVATION AREA "10": COURSE (1) - NORTH 81'16'25" EAST, A DISTANCE OF 64.99 FEET; COURSE (2) - SOUTH 84'48'30" EAST, A DISTANCE OF 38.06 FEET; COURSE (3) - NORTH 80'57'41" EAST, A DISTANCE OF 43.77 FEET: COURSE (4) - NORTH 33'37'57" EAST. A DISTANCE OF 82.54 FEET: THENCE SOUTH 01"13'11" EAST. A DISTANCE OF 96.26 FEET TO THE NORTHERLY BOUNDARY OF LANDS AS DESCRIBED AS ATHLETIC CONSERVATION AREA "11"; THENCE THE FOLLOWING (12) COURSES ALONG SAID NORTHERLY BOUNDARY AND ALONG THE NORTHWESTERLY AND WESTERLY BOUNDARY OF SAID ATHLETIC CONSERVATION AREA "11": COURSE (1) - SOUTH 89'07'46" WEST, A DISTANCE OF 76.40 FEET; COURSE (2) - SOUTH 64'58'34" WEST, A DISTANCE OF 27.79 FEET; COURSE (3) - SOUTH 66'03'59" WEST, A DISTANCE OF 19.45 FEET; COURSE (4) - SOUTH 64'46'26' WEST, A DISTANCE OF 17.28 FEET; COURSE (5) - SOUTH 86'35'07" WEST, A DISTANCE OF 22.41 FEET; COURSE (6) - NORTH 78'02'30" WEST, A DISTANCE OF 28.62 FEET; COURSE (7) - SOUTH 86'27'17" WEST, A DISTANCE OF 49.87 FEET; COURSE (8) - NORTH 79'13'17" WEST, A DISTANCE OF 59.25 FEET; COURSE (9) - SOUTH 56'14'01" WEST, A DISTANCE OF 64.09 FEET; COURSE (10) - SOUTH 67'57'52" WEST, A DISTANCE OF 24.08 FEET; COURSE (11) - SOUTH 00°16'08" WEST, A DISTANCE OF 22.14 FEET; COURSE (12) - SOUTH 01°58'48" WEST, A DISTANCE OF 22.78 FEET; THENCE SOUTH 47'18'03" WEST, A DISTANCE OF 14.24 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,030.00 FEET SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF PASEO REYES DRIVE (A 60.00 FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 137.10 FEET THROUGH A DELTA ANGLE OF 07'37'36", SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 46'30'45" WEST, 137.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50'19'33" WEST, 28.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50'19'33" WEST, DEPARTING SAID RIGHT OF WAY OF PASEO REYES DRIVE, A DISTANCE OF 10.00 FEET; THENCE NORTH 39'40'30" EAST, A DISTANCE OF 26.48 FEET; THENCE SOUTH 50'35'18" EAST, A DISTANCE OF 4.31 FEET; THENCE NORTH 39'24'42" EAST, A DISTANCE OF 3.48 FEET: THENCE SOUTH 50'35'18" EAST, A DISTANCE OF 5.71 FEET; THENCE SOUTH 39'40'27" WEST, A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.

LAST FIELD DATE: N/A FIELD BOOK AND PAGE N/A PROJECT NO: 667-008-01 RAWING NO. 667-008-01.dwg SHEET 1 OF 2

GENERAL NOTES

 BEARNOS ARE BASED ON THE SOUTHERLY LINE OF ATHLETIC CONSERVATION AREA "10" AS BEING NORTH BI'16'25" EAST, OFFICIAL RECORDS BOOK 2051, PAGE 1294. 2. This is not a boundary survey, it is a sketch and description for an 10' utility easement and is not intended to Delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other

UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED EXCEPT WHERE VISIBLE SURFACE EVIDENCE EDISTS. Not Arstracted for easements. No abstract of the funnished.

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

5. THIS IS A TWO PAGE DOCUMENT, NOT VALID UNLESS BOTH PAGES ARE PRESENT.

THIS SURVEY IS CENTRIED FOR THE FXCLUSIVE USE OF THE CLENT NAMED HEREON AND IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPER OF FLORIDA SHOWN HEREON.

THIS	SURVEY	MEETS	THE S	STAND	ARDS	OF	PRACTICE	FOR
PROP	ESSIONAL	SURVE	YORS	AND	MAPPE	ERS	PURSUAN	T
ro c	HAPTERS	5J-17.	.051 8	k 5J-	17.052	F.	A.C.	

BRADSHAW-NILES and ASSOCIATES, INC. SURVEYING AND MAPPING CONSULTANTS LICENSED BUSINESS No. 6824 280 BUSINESS PARK CIR. #410 ST. AUGUSTINE, FLORIDA 32095 (904) 829-2591 FAX: (904) 829-5070

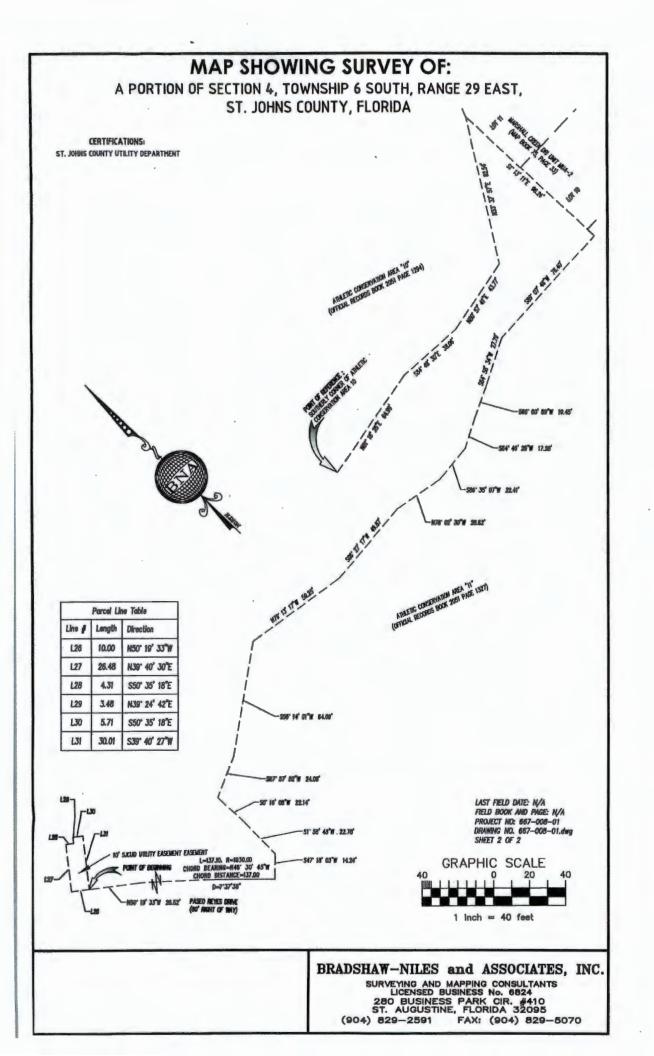


Exhibit "B" to the Resolution ST. JOHNS COUNTY UTILITY DEPARTMENT 3F - CLOSEOUT - BILL OF SALE

PROJECT: PASED REYES OFFILE GONDOS

Howe Sound Rollings, LLC 500 OSCOUR AND JACKSONSILE KEARD, FZ 3250

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 21 of 300, 2023.

WITNESS:

Witness Signature

What Whinde Witness Print Name

OWNER

Owner Signature

(AWRENICE D. Kollin. **Owner Print Name**

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me by means of ______ physical presence or ______ online notarization, this 21 day of ______, 2023, by Lawree 0. Rollings

Notary Public

Personally Known or Produced Identification Type of Identification Produced

DAJANA MYRTOLU Commission # HH 403930 Expires May 29, 2027

My Commission Expires:

	Exhibit "A" to t	he Bill Of Sale					
S	T. JOHNS COUNTY UT ASSET MAN SCHEDULE OF V.	AGEMENT					
Project Name:	Paseo Reyes Offic	ce Condos					
Contractor:	North Florida Underground Utilities LLC						
Developer:	Rollings Homesouth LLC						
	UNIT	UNIT QUANITY		UNIT COST		TOTAL COST	
Water Mains (Size, Type & Pip	e Class)						
8" c900	LF	5	\$	18.50	\$	92.50	
10" c900	LF	85'	\$	23.83	\$	2,025.55	
4" c900	LF	20'	\$	1.80	\$	36.00	
2" dr 11	LF	20'	\$	1.30	\$	26.00	
	LF		\$	-	\$		
Water Valves (Size and Type)			and the state of the				
4" Gate Valve	Ea	2	\$	454.00	\$	1,090.00	
10" Gate Valve	Ea	1	\$	1,575.00	\$	1,575.00	
2" pollyxpolly Curb stop	Ea	1	\$	354.00	\$	354.00	
Meter Box	Ea	1	\$	3,800.00	\$	3,800.00	
	Ea		\$	-	\$	-	
Hydrants Assembly (Size and	Гуре)						
	Ea		\$	-	\$	-	
	Ea		\$	-	\$		
	Ea		\$	-	\$	-	
Sevices (Size and Type)			4				
	Ea		\$		\$	-	
	Ea		\$	-	\$	-	
	Ea		\$	-	\$	-	
	Ea		\$	-	\$		
C (i.e. 1.4) as all objectsmeaned as in <i>Independent Copyring the Independent Copyring and Co</i>	n na annan an	Total Wate	er Syste	m Cost	\$	8,999.05	

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

The undersigned lienor, in consideration of the sum

\$ 8.999. 05

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

July 6, 2023 to Ralings Hone South LLC Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

PASED REVES OFFICE CONDOS

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 ______ day of ______ day of ______

WITNESS:

ess Signature

CONTRACTOR:

Lienor's Signature

Senjanis Planate Witness Name Print

ALERANDER MILLER Print Lienor's Name

STATE OF Florido COUNTY OF DUVAL

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

notarization, this	loth	day of	July	, 20 73 , by
Alexander N	Ailler	as Co	ontractor	for
North Florida	Undergraunc	1 Utilities UC K	iana on	B
			tary Public	
Personally Known or Prod	uced Identification	Type of My	Commission Expir	es:
Personally Known or Prod Identification Produced	Florida Driv	ers license		KIANA A. JONES Commission # HH 383294 Expires April 5, 2027

	Exhibit "A" to the Fi	inal Release Of Lier	n				
S	T. JOHNS COUNTY UT	FILITY DEPART	MENT				
	ASSET MAN	AGEMENT					
	SCHEDULE OF V	ALUES - WATER					
Project Name:	Paseo Reyes Offi						
Contractor:	North Florida Underground Utilities LLC						
Developer:	Rollings Homeso	outh LLC					
	UNIT	UNIT QUANITY		UNIT COST		TOTAL COST	
Water Mains (Size, Type & Pip	e Class)		and statements				
8" c900	LF	5	\$	18.50	\$	92.50	
10" c900	LF	85'	\$	23.83	\$	2,025.55	
4" c900	LF	20'	\$	1.80	\$	36.00	
2" dr 11	LF	20'	\$	1.30	\$	26.00	
	LF		\$	-	\$	-	
Water Valves (Size and Type)	anna a fan skilen de Kerker fan Breker fan Sterner a fan skile fikker it st		ne of small burning				
4" Gate Valve	Ea	2	\$	454.00	\$	1,090.00	
10" Gate Valve	Ea	1	\$	1,575.00	\$	1,575.00	
2" pollyxpolly Curb stop	Ea	I	\$	354.00	\$	354.00	
Meter Box	Ea	1	\$	3,800.00	\$	3,800.00	
	Ea		\$	-	\$	-	
Hydrants Assembly (Size and 7	Гуре)						
	Ea		\$	-	\$	-	
	Ea		\$	-	\$	-	
	Ea		\$	-	\$	-	
Sevices (Size and Type)							
	Ea		\$	-	\$	-	
	Ea		\$	-	\$	-	
	Ea		\$	-	\$	-	
	Ea		\$	-	\$	-	
		Total Wate	er Syster	m Cost	\$	8,999.05	

Exhibit "D" to the Resolution

	ST. JOHNS COUNTY UTILITY DEPARTMENT 3E – CLOSEOUT - WARRANTY
Date:	6-6-23
Project Title:	Paseo Reves Office Condos
FROM:	North Florida Underground Utilities, LLC.
Address:	287 Whisper Ridge DR. St. Augustine FL, 32092
TO:	St. Johns County Utility Department

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: Contractor's Signa Print Contractor's Name

STATE OF FI St. Johns COUNTY OF

on-line notarization, this		means of physical, 2073, by	
Kimberty Mill	 85		for
		5	

Notary Public

Personally Known or Produced Identification Type of Identification Produced - FLDL



My Commission Expires: 1/10/27

March 2022



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:	January 23, 2024
SUBJECT:	Paseo Reyes Office Condominiums North - Phase 1 (ASBULT2023000095)

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 Paseo Reyes Office Condominiums North – Phase 1.

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

Your support and cooperation as always are greatly appreciated.



2



Date: 2/29/2024

Paseo Reyes Office Condominium North - Phase 1

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



Land Management Systems (904) 209-0790

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.