RESOLUTION NO. 2024-151

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, A BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE PALENCIA PARCEL MUA5, LOCATED OFF US 1 NORTH.

RECITALS

WHEREAS, Palencia Properties, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities for the water and sewer systems to serve Palencia Parcel MUA5, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Palencia Properties, LLC, 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 Palencia Parcel MUA5, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Gruhn May, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Palencia Parcel MUA5 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, 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.

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 16th day of April, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date APR 17 2024

By: Sarah Arnold, Chair

ATTEST: Brandon J. Patty, Clerk of the

Circuit Court & Comptroller





EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this	20th	1/ 2100	where a	23
THIS EASEMENT executed and given this	day of	NOVE	MUBU, 2	Ua
			address	of
by Palencia Properties UC 1905tate Edi3 84 Johns, FL32259, ST. JOHNS COUNTY, FLORIDA, a political sul	hereinafter	called	"Grantor"	to
ST. JOHNS COUNTY, FLORIDA, a political sul	bdivision of th	e State o	f Florida, wh	iose
address is 4020 Lewis Speedway, St. Augustine FI	L 32084, herei	nafter ca	lled "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 distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") 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. This easement is for water 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.
- 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:

| By: | | By: |

Personally Known or Produced Identification Type of Identification Produced

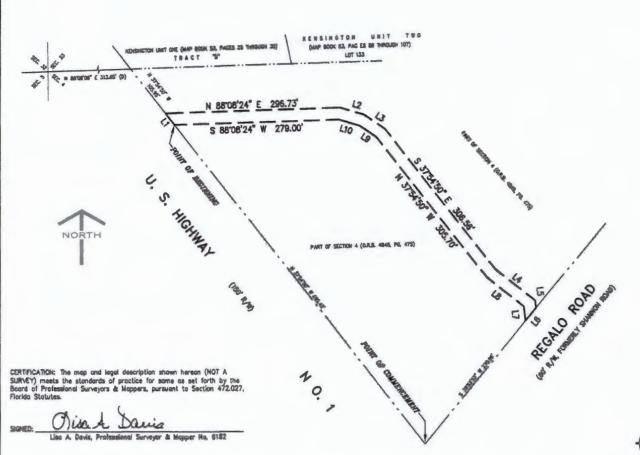
MAP SHOWING

That cartain tract or parcel of land being a part of Section 4, Township 6 South, Range 28 East, St. Jehns County, Florida, and also being a part of the lands described in Official Records 8eek 4845, Page 475 of the Public Records of said County and being more particularly described as commencing at the intersection of the Northwesterly right of way line of Regolo Road (a 60 feet right of way as presently established; thence North 3754/50" West, along sold Northwesterly right of way line, 695.42 feet to a point for the point of beginning; thence continuing along sold Northwesterly right of way line, 805.45 feet; thence South 5754/50" East, 42.53 feet; thence South 5754/50" East, 42.54 feet; thence South 5754/50" East, 42.55 feet; thence South 5754/50" East

Date: December 6, 2023

prepared for:
PALENCIA PROPERTIES, LLC

Scale: 1" = 100"



ABBIT LABORS
(8) — DESS
ESMT — EASEMENT
FPL — FLOREA FOWER & LIGHT
OLES, — OFFICIAL RECORDS 800
FG. — PAGE
R/N — RIGHT OF WAY

LINE TABLE		
LINE	BEARING	DISTANCE
LI	N 37"54"50" W	24.74
L2	S 73"51"36" E	42.53
L3	S 55"54"50" E	42.53
L4	S 51'06'07" E	87.47*
L5	S 06"06"07" E	12,53'
L6	5 38'53'53" W	28.28'
L7	N 06'06'07" W	24.24
L8	N 51"06'07" W	81.50'
LS	N 55'54'50" W	36.20'
L10	N 73"51"36" W	36.20

UNLESS THIS MAP/REPORT BEARS THE SIGNATUR AND THE CRIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, IT IS FOR MEDIBLA TON REPORTS ONLY AND IS NOT VALID MEDIBLA TON REPORTS ONLY AND IS NOT VALID.



WATER EASEMENT

That certain tract or parcel of land being a part of Section 4, Township 6 South, Range 29 East, St. Johns County, Florida, and also being a part of the lands described in Official Records Book 4845, Page 475 of the Public Records of said County and being more particularly described as commencing at the intersection of the Northwesterly right of way line of Regalo Road (a 60 foot right of way as presently established, formerly known as Shannon Road) with the Northeasterly right of way line of U. S. Highway No. 1 (a 150 foot right of way as presently established); thence North 37°54'50" West, along said Northeasterly right of way line, 695.42 feet to a point for the point of beginning; thence continuing along said Northeasterly right of way line of U. S. Highway No. 1, North 37°54'50" West, 24.74 feet; thence departing said Northeasterly right of way line, North 88°08'24" East, 296.73 feet; thence South 73°51'36" East, 42.53 feet; thence South 55°54'50" East, 42.53 feet; thence South 37°54'50" East, 306.56 feet; thence South 51°06'07" East, 87.47 feet; thence South 06°06'07" East, 12.53 feet to a point in said Northwesterly right of way line of Regalo Road; thence South 38°53'53" West, along said Northwesterly right of way line, 28.28 feet; thence departing said Northwesterly right of way line, North 06°06'07" West, 24.24 feet; thence North 51°06'07" West, 81.50 feet; thence North 37°54'50" West, 305.70 feet; thence North 55°54'50" West, 36.20 feet; thence North 73°51'36" West, 36.20 feet; thence South 88°08'24" West, 279.00 feet to the point of beginning.

Exhibit "B" to the Resolution

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

PROJECT: Palencia MUA5

Palencia Properties LLC PO Box 600910 Jacksonville,	FI 32260
Owners Name and Address, (the "Seller")	
	d No/100 Dollars (\$10) and other good and valuable
consideration, the receipt and sufficiency of v	which is hereby acknowledged, hereby grants, bargains,
sells, transfers and delivers to St. Johns Cou	nty, Florida, a political subdivision of the State of Florida,
the following personal property:	
See "Exhibit A-Schedule of Values" for the p	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 a	and assigns, covenant to and with St. Johns County and its
successors and assigns, that it is lawful owner	r of said personal property; that the personal property is
free of all encumbrances; that it has good right	nts to sell the same; and that it will warrant and defend the
sale of the personal property against the lawfe	ul claims and demands of all persons.
	aused this instrument to be duly executed and delivered by
its duly authorized office on this 7th of D	december , 202023 .
WITNESS:	OWNER
WIINESS:	OWNER:
Romn (andry	WILLIAM
Witness Signature	Owner Signature
	Owner Signature
Robin Landry	Wayne McCoy
Witness Print Name	Owner Print Name
77 24200 2 2220 2 19222	O WHEN I THE THINK
STATE OF Florida	•
COUNTY OF St. Johns	
COUNTY OF St. Johns	
The formation in the second of	before me by means of physical presence or
The foregoing instrument was acknowledged online notarization, this day of	physical presence or
online notarization, this 1. day of De	2023, by
Dugne Media	as Owner for
Palencia Properties UC	- man
	- Orange
	Notary Public
	My Commission Expires: 08/04/23
Personally Known or Produced Identification	
Type of Identification Produced	MCOUNT PUT THUM THE
	JACQUELINE EMMA PIPPIN Notary Public - State of Florida
	Commission # HH 402407 My Comm. Expires Aug 4, 2027
	Bonded through National Notary Assn.

Exhibit "A" to the Bill of Sale

ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - WATER Palencia Parcel MUA5 Project Name: Gruhn May, Inc. Contractor: MCCoy & Company Developer: UNIT QUANITY **UNIT COST** TOTAL COST Water Mains (Size, Type & Pipe Class) 8" PVC, DR 18 LF 802 \$ 100.00 \$ 80,200.00 \$ 100.00 \$ 9,800.00 10" HDPE DR 11 LF 98 \$ LF \$ \$ \$ LF \$ \$ LF Water Valves (Size and Type) 5,250.00 \$ 10,500.00 8" MJ gate valve Ea 2 Ea \$ \$ Ea \$ \$ -\$ \$ Ea \$ \$ Ea Hydrants Assembly (Size and Type) 6,000.00 \$ 18,000.00 5 1/4 MJ Ea 3 \$ \$ \$ Ea Ea \$ \$ -Sevices (Size and Type)

Ea

Ea

Ea

Ea

6

\$

\$

\$

Total Water System Cost

3,500.00

\$

\$

\$

\$

21,000.00

139,500.00

-

6" PVC DR 18

ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - SEWER Palencia Parcel MUA5 Project Name: Gruhn May, Inc. Contractor: McCoy & Company Developer: UNIT QUANITY **UNIT COST** TOTAL COST Force Mains (Size, Type & Pipe Class) 7,000.00 4" PVC DR 18 LF 20 \$ 350.00 \$ 4" HDPE DR 11 LF 20 \$ 350.00 \$ 7,000.00 \$ \$ LF \$ \$ LF 00 LF \$ \$ Sewer Valves (Size and Type) 4" MJ gate valve Ea 2 \$ 4,500.00 \$ 9,000.00 \$ \$ 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) EA \$ \$ 4-6 foot deep \$ \$ 6-8 foot deep EA -\$ \$ EA 8-10 foot deep -\$ \$ 10-12 foot deep EA \$ \$ > 12 foot deep EA _ \$ \$ \$ \$ -Lift Station \$ \$ Mechanical Equipment Lump Sum \$ Lump Sum \$ **Process Piping** -\$ Lump Sum \$ **Process Structure** -Lump Sum Process Electrical Equipment \$ \$ \$ Lump Sum \$ Other Improvements

\$

Total Sewer System Cost

23,000.00

JOHNS COUL			UTILITY DEPARTMENT	
9 3C - C		SE O	F LIEN UTILITY IMPROVEMENTS	
The undersigned lienor, in	500, one hu	vdr	dsixty from thusand fiveho	Macd
The undersigned neitor, in	ousideration of the sum			
hereby waives and releases materials furnished through		ien for	Water, Sewer, and Reclaimed Water labor, services	or
12/27/23	3	to	Mcloy & Company	
Date			(Developer's/Owner's Name)	
to the following described	property:			
"SEE EXHIBIT A SCHED	ULE OF VALUES FOR	1	nuas	
PROJECT NAME				
Note: The description listed	d should match the description	on liste	d on the "Bill of Sale".	
The waiver and release doe	s not cover any retention or	labor, s	services, or materials furnished after the date specific	ed.
IN WITNESS W	HEREOF, the Lienor has cau	used thi	s instrument to be duly executed and delivered by its	duly
authorized office on this_	27 day of	1_0	ecember 20 23.	
WITNESS;		CO	NTRACTOR OF STANKE	
Witness Signature			Lienor's Signature	-
Bryan Bra	JN .		Gordon GRUHN	
Print Witness Name	. 1 .		Frint Lienor's Name	
STATE OF TO	FICH			
COUNTY OF DU	VAL			
The foregoing ins	trument was acknowledged b	before	me by means of the physical presence or online	
motarization, this	Ho day of	TE	mor ,20,23 by	
Gordon E	stuto as	16		for
Grunn Mo	4-tic.		~ .	
	,		BuonaMouti	
			Notary Public	1
Damanally V	wood Identification		My Commission Expires: 4-24-2	-
Personally Known or Prod Type of Identification Prod			Brianne Martin	
			△ Comm.: HH 389865	
			Expires: April 24, 2027 Notary Public - State of Florida	

Exhibit "A" to the Final Release of Lien

ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - WATER Palencia Parcel MUA5 Project Name: Gruhn May, Inc. Contractor: MCCoy & Company Developer: TOTAL COST UNIT QUANITY **UNIT COST** Water Mains (Size, Type & Pipe Class) 8" PVC, DR 18 LF 802 \$ 100.00 \$ 80,200.00 LF 98 \$ 100.00 \$ 9,800.00 10" HDPE DR 11 \$ \$ LF \$ \$ LF \$ \$ LF Water Valves (Size and Type) 10,500.00 8" MJ gate valve Ea 2 \$ 5,250.00 \$ Ea \$ \$ \$ Ea _ \$ \$ Ea --\$ \$ Ea Hydrants Assembly (Size and Type) Ea \$ 6,000.00 \$ 18,000.00 5 1/4 MJ 3 \$ \$ Ea \$ Ea \$ -Sevices (Size and Type) 6" PVC DR 18 Ea 6 3,500.00 21,000.00 Ea \$ \$ \$ \$ Ea -\$ \$ Ea

Total Water System Cost

\$

139,500.00

ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - SEWER Palencia Parcel MUA5 Project Name: Gruhn May, Inc. Contractor: McCoy & Company Developer: UNIT QUANITY TOTAL COST **UNIT COST** Force Mains (Size, Type & Pipe Class) 4" PVC DR 18 LF 20 \$ 350.00 \$ 7,000.00 4" HDPE DR 11 LF 20 \$ 350.00 \$ 7,000.00 \$ \$ LF \$ \$ LF \$ \$ LF Sewer Valves (Size and Type) 4" MJ gate valve Ea 2 \$ 4,500.00 9,000.00 \$ \$ Fa \$ \$ Ea -Ea \$ \$ \$ \$ Ea Gravity Mains (Size, Type & Pipe Class) LF \$ \$ \$ \$ LF LF \$ \$ \$ LF \$ Laterals (Size and Type) EA \$ \$ -\$ \$ EA \$ EA \$ \$ EA \$ 100 -Manholes (Size and Type) 4-6 foot deep EA \$ \$ \$ 6-8 foot deep EA \$ \$ \$ EA 8-10 foot deep \$ \$ 10-12 foot deep EA 80 -\$ \$ > 12 foot deep EA \$ \$ 000 _ \$ \$ -Lift Station \$ Mechanical Equipment Lump Sum \$ Lump Sum \$ \$ **Process Piping** -Lump Sum Process Structure \$ \$ ain . -Process Electrical Equipment Lump Sum \$ \$ \$ Other Improvements Lump Sum Total Sewer System Cost 23,000.00

Exhibit "D" to the Resolution

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

Date:	12/12/23
Project Title:	PALENCIA PARCEL MUAS
FROM:	Gryhn MAY, INC.
	Contractor's Name
Address:	6897 Philips PKny. DR.N.
	JACKSONVILL, FC.
	32256
TO:	St. Johns County Utility Department
	Post Office Box 3006
	St. Augustine, Florida 32085
defects in ma	ned warrants all its work performed in connection with the above project to be free from al terial and workmanship for a period of (1) year from the date of acceptance of the project County and agrees to remedy all defects arising with that period at its expense.
	ects shall not be construed as embracing damage arising from misuse, negligence, Acts of wear and tear or failure to follow operating instructions.
Contractor:	
C .	gold [
Gardon	G. Gruhn /8 printing
Print Contrac	ctor's Name Contractor's Signature
STATE OF	E(: A-
	1 loridae
COUNTY O	F Dural
The foregoin	g instrument was acknowledged before me by means of physical presence or
	ization, this 17th day of October, 2023, by
Conce	lan G. Gruhn as Vice President for
God	NAY, INC.
<u>OKU</u>	11/1019, 4116
	Kennett Kul thongson
	My Commission Expires: May 6, 2024
Dereonally V	nown or Produced Identification
	tification Produced KENNETH KIRK THOMPSON
JF. or andi	Commission # GG 980974
	Expires May 6, 2024







2023 Aerial Imagery

Date: 3/13/2024

Palencia Parcel MUA5

Easement for Utiliies, Bill of Sale with 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.