RESOLUTION NO. 2024-157

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 AGRICULTURAL CENTER WAREHOUSE LOCATED OFF AGRICULTRUAL CENTER DRIVE.

RECITALS

WHEREAS, Ag Center Holdings, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Agricultural Center Warehouse, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Ag Center Holdings, 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 and systems to serve Agricultural Center Warehouse, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, A.W.A. Contracting, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Agricultural Center Warehouse, 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

tal Suith

Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 5^T day of MARCH, 2022 by <u>AC CENTER HOUSTINGS UC</u> with an address of <u>305 Paragrammentation</u>, 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:

37084

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 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.

• 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.

• 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.

• 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.

• (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.

• 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.

• This Grant of Easement shall inure to the benefit of and be binding of and be

binding upon Grantee and its successors and assigns.

• 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: Billy Majesky Billy Majesky Print Name tness

By:

STEV2 (Print Name

STATE OF FLORIDA COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or \Box online notarization, this <u>lst</u> day of <u>March</u>, 2022, by <u>Melvin Carter</u> as <u>President</u> for <u>AG Center</u> Holdings LiC

Notary Public My Commission Expires:



Personally Known or Produced Identification Type of Identification Produced

\$

EXHIBIT "A"

EASEMENT

AREA

Exhibit "A" to the Easement

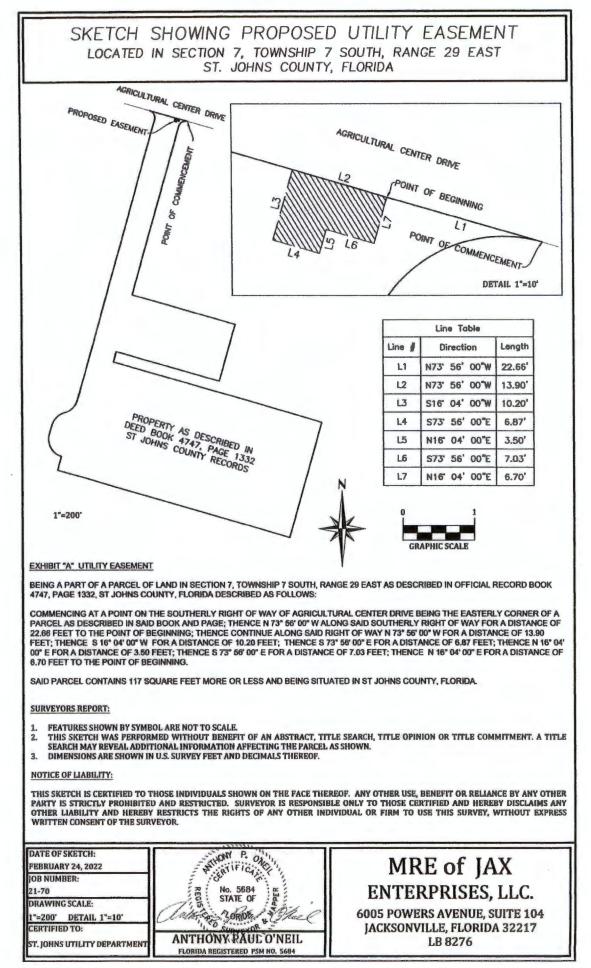


Exhibit "B" to the Resolution

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

PROJECT: 305 Owners Name and Address, (the "Seller") ne, F1.

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 25 of 5222, 2023.

WITNESS **OWNER:** Witness Signature **Owner** Signature Witness Print Name STATE OF COUNTY OF The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 25 day of June 20 7 3, by MOININ O. CARTER as QUNEN 24 plusty soys hor inces, LLC. Notary Public State of Florida Jesus E Roman Notary Public on GG 912778 My Commission Expires: Expires 10/31/2023 matrix to Produced Identification Type of Identification Produced

SI	T. JÓHNS COUNTY UT ASSET MAN SCHEDULE OF V	AGEMENT		Г			
Project Name: Contractor: Developer:	AW. M. Co	Center Warcher Atrading G., Herdingus, LL	Inc	<u> </u>			
	UNIT	QUANITY	U	INIT COST	TC	TOTAL COST	
Water Mains (Size, Type & Pipe	Class)						
8 ···	LF	3'	\$	100-00	\$	300 -00	
6 "	LF	5'	\$	65-00	\$	325-00	
	LF		\$	-	\$	-	
	LF		\$	-	\$	-	
	LF	•	\$	-	\$	-	
Water Valves (Size and Type)							
· · · · ·	· Ea		\$	1325-00	\$	1325-00	
6"	Ea	1	\$	800-00	\$	800 -00	
2*	Ea		\$	250-00	\$	250-00	
	Ea		\$	-	\$	-	
	Ea		\$	-	\$		
Hydrants Assembly (Size and T	ype)						
6"	Ea	1	\$	4,900-00	\$	4900-00	
	Ea		\$	-	\$	-	
	Ea	-	\$	-	\$	-	
Sevices (Size and Type)				10000			
	Ea		\$	-	\$	-	
	Ea		\$	=	\$	-	
	Ea		\$	-	\$	-	
	Ea		\$	-	\$	-	
		Total Wate	r Syst	em Cost	\$	7,900-00	

ST. J	OHNS COUNTY UT ASSET MANA SCHEDULE OF VA	AGEMENT				
Project Name: Contractor: Developer:		Centr Was tracting Co. Holding, L		6.		stranna a sana a
	UNIT	QUANITY	1 01	NIT COST	TO	TAL COST
Force Mains (Size, Type & Pipe Cla	iss)					
2.	LF	25.	\$	15 .00	\$	375 -0
	LF		\$	-	\$	
	LF		\$	-	\$	-
	LF		\$	-	\$	-
	LF		\$	-	\$	-
Sewer Valves (Size and Type)						
2"	Ea		\$	375-00	\$	375-0
a. t	Ea		\$	8. .	\$	-
5 a	Ea		\$	× -	\$	-
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
Gravity Mains (Size, Type & Pipe (Class)					
	LF		\$		\$	-
	LF		\$	-	\$	
	LF		\$	-	\$	-
	LF		\$		\$	-
Laterals (Size and Type)						
	EA		\$	-	\$	-
	EA		\$	-	\$	-
	EA		\$	-	\$	-
trade, C	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	to an annual second	\$		\$	-

Exhibit "C" to the Resolution

OHHS COL	ST. J	IOHNS COUNTY UTILITY DEPARTMENT	
5	3C - CLOSEO	IOHNS COUNTY UTILITY DEPARTMENT PUT - RELEASE OF LIEN UTILITY IMPROVEMENTS	
HIL R AL	* 1	Explore through six-bunded fifty dollars	
SHI	5.650.00	Filelite Theread Sir day administration dollars	

The undersigned lienor, in consideration of the sum

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 27, 2023 to	An.	Contor Holdings, L	-6.
Date	(Develop	per's/Owner's Name)	

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

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	f2023.	
WITNESS:	CONTRACTOR AND	
Witness Signature	Lienor's Signature	
Dog Kolonsan	Arthar W. Alley	
Print Witness Name	Print Lienor's Name	
STATE OF Floride		
COUNTY OF St Johns		
The foregoing instrument was acknowledged b	before me by means of Physical presence or D online	
notarization, this 27th day of Ju	20 <u>23</u> , by	
Applhane Wesley Allen as	Owner	for
AWA Contracting		

Kirdina H **Notary Public**

My Commission Expires: 8/30/2034

Personally Known or Produced Identification Type of Identification Produced

FLDI

KRISTINA HEFFLEY Notary Public, State of Florida My Comm. Expires 06/30/2024 Commission No. HH37204

A450-059-65-335-0

ST.	JOHNS COUNTY UT ASSET MAN SCHEDULE OF V	AGEMENT		Г		
Project Name: Contractor: Developer:	Agricuttural A.W. A. Co Ag. Contor	Center Wercher Atrading G.	<u>Fac</u>			
	UNIT	QUANITY	TU	NIT COST	TOTAL COST	
Water Mains (Size, Type & Pipe C	Class)	1				
84	LF	3'	\$	100-00	\$	300 -00
6*	LF	5'	\$	65-00	\$	325-00
	LF		\$		\$	-
	LF		\$	-	\$	-
	LF	•	\$		\$	
Water Valves (Size and Type)						
. 8.	Ea	1	\$	1325-00	\$	1325-00
6"	Ea		\$	800-00	\$	800 -02
2"	Ea		\$	250-00	\$	250-00
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
Hydrants Assembly (Size and Typ	e)					
6"	Ea	1	\$	4,900-00	\$	4,900-00
	Ea		\$	-	\$	-
	Ea		\$	-	\$	
Sevices (Size and Type)						
	Ea		\$	-	\$	
	Ea	1	\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
		Total Wate	r Syst	em Cost	\$	7.900 -00

ST. J	OHNS COUNTY UT ASSET MANA SCHEDULE OF VA	AGEMENT					
Project Name: Contractor: Developer:	Agricultural Centor Wardhouse A.W.A. Contracting Co. Inc. Ag. Centor Holding, LLC.						
	UNIT	QUANITY	ហ	NIT COST	TO	TAL COST	
Force Mains (Size, Type & Pipe Cla	iss)						
2.	LF	25'	\$	15 .00	\$	375 -0	
	LF		\$	-	\$	-	
	LF		\$	-	\$	-	
	LF		\$	-	\$	-	
	LF		\$	-	\$		
Sewer Valves (Size and Type)							
2"	Ea		\$	375-00	\$	375-0	
	Ea		\$		\$	-	
	Ea		\$	h	\$	-	
	Ea		\$	-	\$	-	
	Ea		\$		\$	-	
Gravity Mains (Size, Type & Pipe G	Class)						
	LF		\$		\$		
	LF		\$	-	\$		
	LF	1.000	\$	-	\$	-	
	LF		\$		\$		
Laterals (Size and Type)					-		
	EA	1	\$		\$	-	
	EA		\$	-	\$	-	
And the second se	EA		\$	-	\$	-	
FIRE T	EA		\$	-	\$	-	
Manholes (Size and Type)							
4-6 foot deep	EA	1	\$	-	\$	-	
6-8 foot deep	EA		\$	-	\$	-	
8-10 foot deep	EA		\$	-	\$	-	
10-12 foot deep	EA		\$	-	\$	-	
> 12 foot deep	EA	and a second second	\$		\$	-	
			\$	-	\$		
			\$	-	\$	-	
Lift Station					-		
Mechanical Equipment	Lump Sum	T	\$		\$	-	
Process Piping	Lump Sum		\$	-	\$	-	
Process Structure	Lump Sum		\$	-	\$	-	
Process Electrical Equipment	Lump Sum		\$		\$		
Other Improvements	Lump Sum		\$		\$	-	
and the second	and the second s	Total Sewe		A .	\$	750-0	

(-)

Exhibit "D" to the Resolution

	ST. JOHNS COUNTY UTILITY DEPARTMENT 3E – CLOSEOUT - WARRANTY
Date:	July 27, 2023
Project Title:	Agricultul Center Warehouse
FROM:	A.W.A. Contractory Co., Inc.
Address:	100 Dragiter Ln. 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 (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:

by Allen Print Contractor's Name

Contractor's Signature

STATE OF	Florida
COUNTY OF	StJohns

The foregoing instrument on-line notarization, this		l before me b		cal presence or
ARYHUR Wesley		as	Owner	for
AWA Contracti				
	2	V.	·	

Misting H Notary Public My Commission Expires: 8/30/2024

Personally Known or Produced Identification Type of Identification Produced

KRISTINA HEFFLEY Notary Public, State of Florida My Comm. Expires 08/30/2024 Commission No. HH37204



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

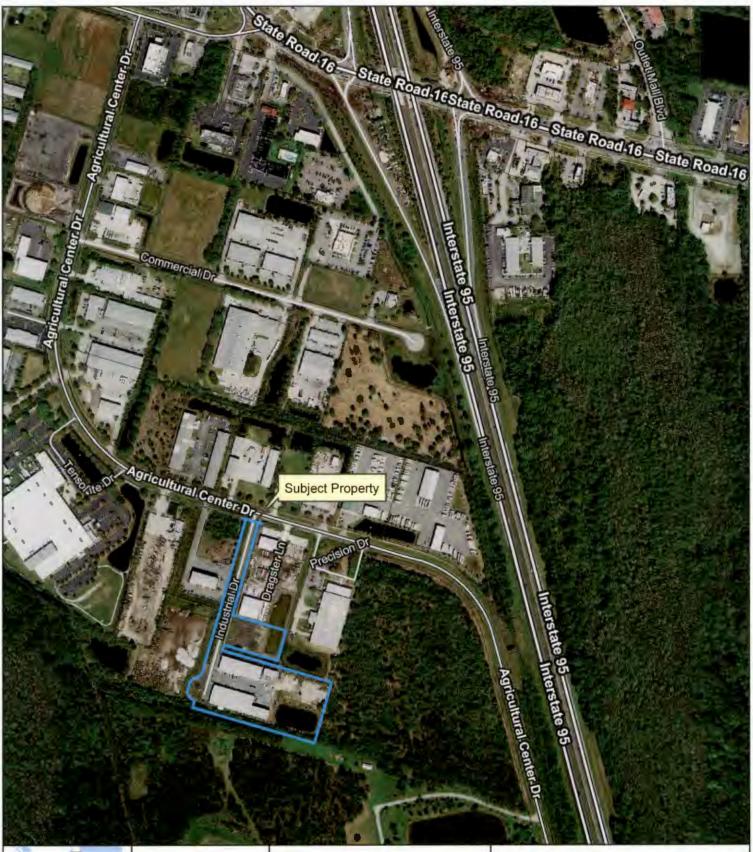
DATE: March 6, 2024

SUBJECT: Agricultural Center Warehouse (ASBULT2022000012)

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 Agricultural Center Warehouse.

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.







Agricultural Center Warehouse

Easement for Utilities, Bill of Sale, 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.