

**RESOLUTION NO. 2024-185**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES, A BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE MILL CREEK CROSSING INFRASTRUCTURE ONLY LOCATED OFF STATE ROAD 16.**

**RECITALS**

**WHEREAS**, and Mill Creek Property, LLC, a Florida limited liability company, and Community First Credit Union of Florida have executed and presented to the County Easements for Utilities associated with the water system to serve Mill Creek Crossing Infrastructure Only, attached hereto as Exhibits “A” and “B”, incorporated by reference and made a part hereof; and

**WHEREAS**, Mill Creek Property, 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 sewer systems to serve Mill Creek Crossing Infrastructure Only, attached hereto as Exhibit “C”, incorporated by reference and made a part hereof; and

**WHEREAS**, ACO Construction, LLC, a Florida limited liability company, dba Whitestone Construction Corporation, a foreign corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Mill Creek Crossing Infrastructure Only, attached hereto as Exhibits “D” and “E”, 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 “F” 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 Easements 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 Easements 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 7th day of May, 2024.

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

Rendition Date MAY 09 2024

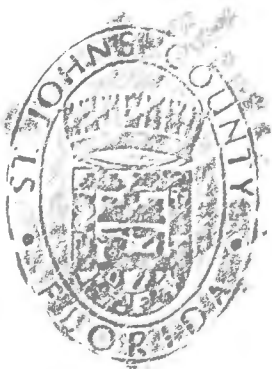
By: \_\_\_\_\_

Sarah Arnold, Chair

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

Robin J. Platt

Deputy Clerk



## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 18<sup>th</sup> day of December, 2023 by **Mill Creek Property LLC**, with an address of \_\_\_ P.O. Box 50910, Jacksonville Beach, FL 32250, 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, 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 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 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:

Michelle L Guthrie  
Witness Signature

Michelle Guthrie  
Print Name

Philip Milhante  
Witness Signature

PHILIP MILHANTE  
Print Name

By: [Signature]

Print Name: Ramzy W. Bakkar

Its: Manager

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means  
of  physical presence or  online notarization, this 8<sup>th</sup> day of  
November, 2023, by  
Ramzy W. Bakkar as Manager  
for Will Creek Property LLC.

Michelle L Guthrie  
Notary Public  
My Commission Expires: 4/3/2027

Personally Known or Produced Identification  
Type of Identification Produced

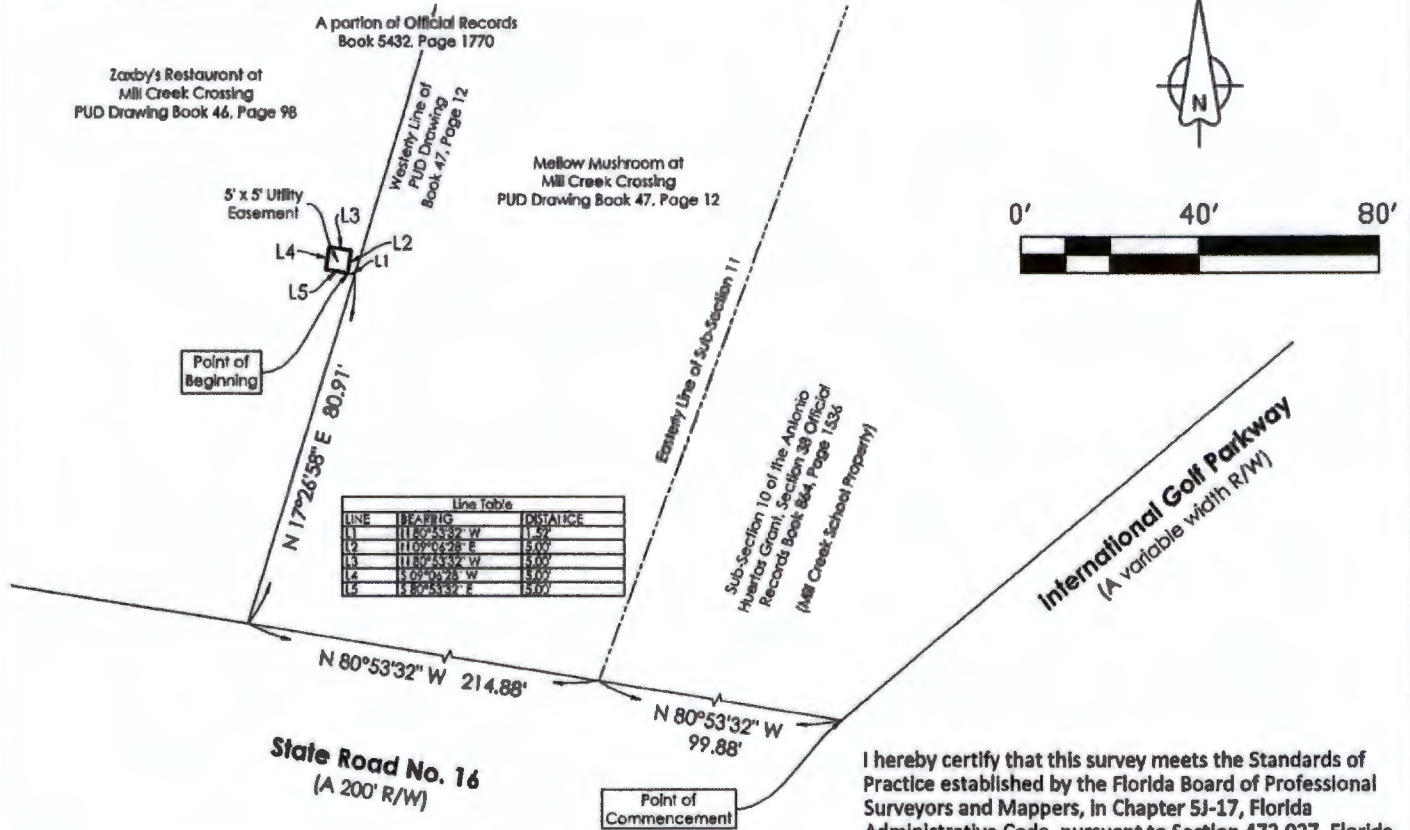


## MAP SHOWING SKETCH OF Utility Easement

That certain parcel of land, lying in and being a part of the Northeast Quarter of the Northeast Quarter of Sub-Section 11, of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, said parcel of land also being a portion of land as described and recorded in Official Records Book 5432, Page 1770, of the Public Records of said county and being more particularly described as follows:

Commence at the Intersection of the Westerly Right of Way line of International Golf Parkway (Right of Way width varies, as presently established) with the Northerly Right of Way line of State Road No. 16 (A 200 foot Right of Way, as presently established); thence North 80°53'32" West along the said Northerly right of way line, a distance of 99.88 feet to an intersection with the Easterly line of said Sub-Section 11; thence continue North 80°53'32" West, a distance of 214.88 feet to an intersection with the Westerly line of a Parcel as shown and recorded in PUD Drawing Book 47, Page 12, of the Public Records of said county; thence North 17°26'58" East along said Westerly line, a distance of 80.91; thence North 80°53'32" West, departing said Westerly line, a distance of 1.52 feet to the Point of Beginning; thence North 09°06'29" East, a distance of 5.00 feet; thence North 80°53'32" West, a distance of 5.00 feet; thence South 09°06'29" West, a distance of 5.00 feet; thence South 80°53'32" East, a distance of 5.00 feet to the Point of Beginning.

Containing 25.00 square feet.



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 80°53'32" W | 1.52     |
| L2   | N 09°06'29" E | 5.00     |
| L3   | N 80°53'32" W | 5.00     |
| L4   | S 09°06'29" W | 5.00     |
| L5   | S 80°53'32" E | 5.00     |

I hereby certify that this survey meets the Standards of Practice established by the Florida Board of Professional Surveyors and Mappers, in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

**Legend**


- L1 Line Data published in Line Table
- Denotes Utility Easement Line
- - - - - Denotes Sub-Section Line
- ~~~~~ Denotes Line not to Scale

**Abbreviations**

- LB - Denotes Licensed Business
- ORB - Denotes Official Records Book
- ORV - Denotes Official Records Volume
- PB - Denotes Plat Book
- Pg. - Denotes Page
- Pgs. - Denotes Pages
- PS&M - Denotes Professional Surveyor and Mapper
- R/W - Denotes Right of Way
- U.O.N. - Denotes Unless Otherwise Noted

By: 

James W. Cannady, Professional Surveyor & Mapper,  
Certificate No. 5586, State of Florida

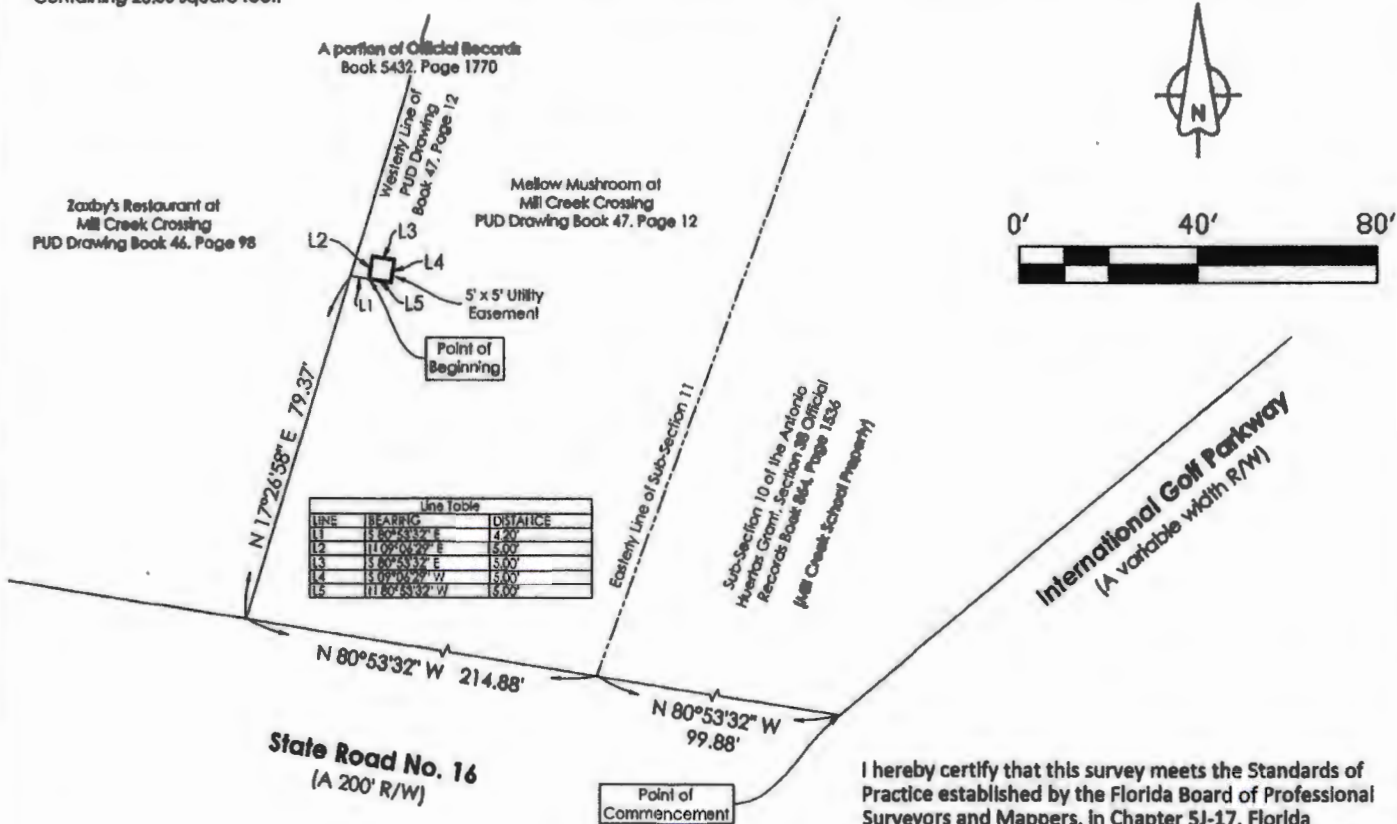
|                         |                            |  |  |   |
|-------------------------|----------------------------|--|--|---|
| SCALE:<br>1" = 40'      | MAP DATE: January 12, 2023 | Unless it bears the Signature and the Original Raised seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid or unless the Electronic Image File bears the Electronic Signature and Seal of a Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid. | 2988 Plummer Cove Road<br>Jacksonville, Florida 32223<br>Phone: (904) 647-6943<br>Licensed Business No.: 7080<br>EMAIL: wes@cannadysurveying.com |  |
|                         | FIELD DATE:                |  |  |   |
| SHEET NUMBER:<br>1 of 1 | MAP FILE NUMBER: L-222     | DRAWN BY: JWCjr  |  |   |
|                         | JOB #: 23-068              |  |  |   |

# MAP SHOWING SKETCH OF Utility Easement

That certain parcel of land, lying in and being a part of the Northeast Quarter of the Northeast Quarter of Sub-Section 11, of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, S1. Johns County, Florida, said parcel of land also being a portion of land as described and recorded in Official Records Book 5432, Page 1770, of the Public Records of said county and being more particularly described as follows:

Commence at the Intersection of the Westerly Right of Way line of International Golf Parkway (Right of Way width varies, as presently established) with the Northerly Right of Way line of State Road No. 16 (A 200 foot Right of Way, as presently established); thence North 80°53'32" West along the said Northerly right of way line, a distance of 99.88 feet to an intersection with the Easterly line of said Sub-Section 11; thence continue North 80°53'32" West, a distance of 214.88 feet to an intersection with the Westerly line of a Parcel as shown and recorded in PUD Drawing Book 47, Page 12, of the Public Records of said county; thence North 17°26'58" East along said Westerly line, a distance of 79.37; thence South 80°53'32" East, departing said Westerly line, a distance of 4.20 feet to the Point of Beginning; thence North 09°06'29" East, a distance of 5.00 feet; thence South 80°53'32" East, a distance of 5.00 feet; thence South 09°06'29" West, a distance of 5.00 feet; thence North 80°53'32" West, a distance of 5.00 feet to the Point of Beginning

Containing 25.00 square feet.



**Legend**

- L1 Line Data published in Line Table
- Denotes Utility Easement Line
- - - - - Denotes Sub-Section Line
- Denotes Line not to Scale

**Abbreviations**

- LB - Denotes Licensed Business
- ORB - Denotes Official Records Book
- ORV - Denotes Official Records Volume
- PB - Denotes Plat Book
- Pg. - Denotes Page
- Pgs. - Denotes Pages
- PS&M - Denotes Professional Surveyor and Mapper
- R/W - Denotes Right of Way
- U.O.N. - Denotes Unless Otherwise Noted

I hereby certify that this survey meets the Standards of Practice established by the Florida Board of Professional Surveyors and Mappers, in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

By: James W. Cannady  
James W. Cannady, Professional Surveyor & Mapper,  
Certificate No. 5586, State of Florida

|                         |                             |  |   |
|-------------------------|-----------------------------|--|---|
| SCALE:<br>1" = 40'      | MAP DATE: November 13, 2023 | Unless it bears the Signature and the Original Raised seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid or unless the Electronic Image File bears the Electronic Signature and Seal of a Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid. | 2988 Plummer Cove Road<br>Jacksonville, Florida 32223<br>Phone: (904) 647-6943<br>Licensed Business No.: 7080<br>EMAIL: wes@cannadysurvey.com |
| SHEET NUMBER:<br>1 of 1 | FIELD DATE:                 |  |   |
|                         | MAP FILE NUMBER: L-221      |  |   |
|                         | JOB #: 23-067               |  |   |
|                         | DRAWN BY: JWCjr             |  |   |



Exhibit "B" to the Resolution

Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

**GRANT OF EASEMENT**

THIS EASEMENT executed and given this 28<sup>th</sup> day of March, 2024 by **COMMUNITY FIRST CREDIT UNION OF FLORIDA**, a Florida state-chartered credit union with an address of 637 North Lee Street, Jacksonville, Florida 32204, 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; and (b) a non-exclusive permanent ingress and egress easement over such shared driveway portions of Grantor's property identified in Exhibit B attached hereto (the "Ingress/Egress Area") for the sole purpose of accessing and servicing water and/or sewer utility facilities or equipment located on any parcel directly adjacent to the property of the Grantor. 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, including to construct, operate, maintain, repair, and replace Grantor's ingress, egress, and parking areas, which is consistent with the rights herein granted to Grantee; and (ii) the subsurface of the Easement Area for other utility services



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 easements granted by this instrument, or any of them, may be relocated to a location or locations 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 and/or Ingress/Egress 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 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:

Melissa Thomas  
Witness  
Melissa Thomas  
Print Name  
637 N. LEE ST.

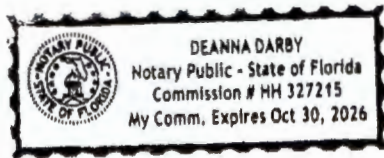
By: [Signature]  
Its: CEO

JACKSONVILLE FL 32204  
Witness Address REQUIRED BUSINESS OR PERSONAL  
[Signature]  
Witness  
BARBARA BARTLEY  
Print Name  
637 N. Lee St

Jacksonville, FL 32204  
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of March, 2024, by D Samuel Inman as CEO for Community First Credit Union of Florida.

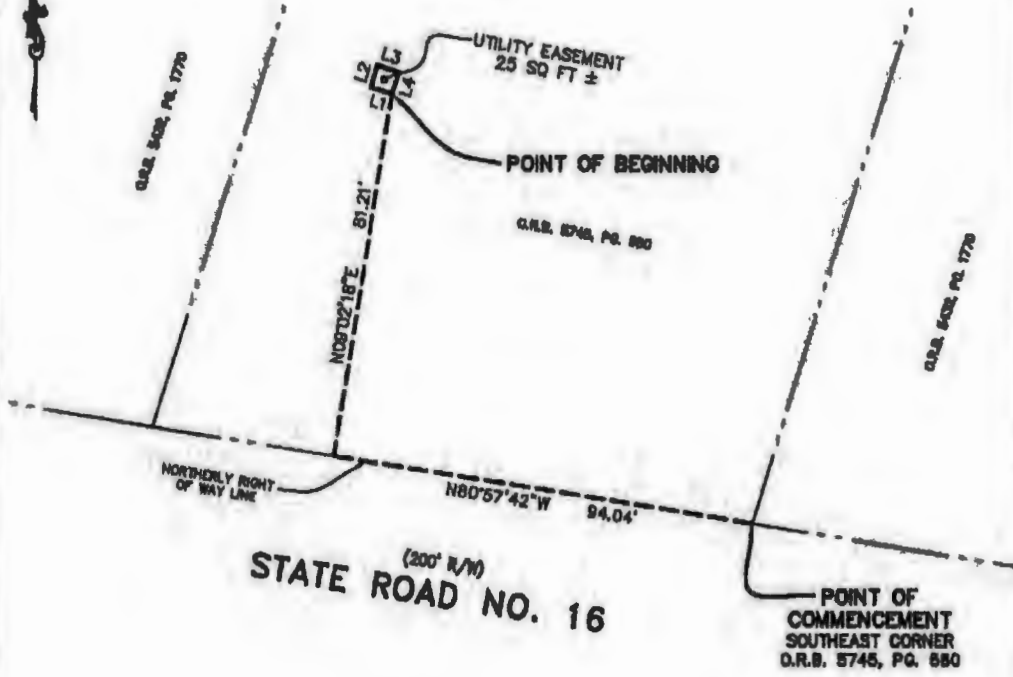
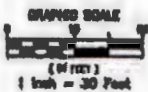


Deanna Darby  
Notary Public  
My Commission Expires: October 30, 2026

Personally Known or Produced Identification  
Type of Identification Produced

THIS IS NOT A SURVEY

SKETCH AND LEGAL DESCRIPTION



| Line Table |        |              |
|------------|--------|--------------|
| Line #     | Length | Bearing      |
| L1         | 5.00'  | N72°37'11\"W |
| L2         | 5.00'  | N17°22'49\"E |
| L3         | 5.00'  | S72°37'11\"E |
| L4         | 5.00'  | S17°22'49\"W |

- ✓ SURVEY PLANNING
- ✓ SURVEY MARKING
- ✓ SURVEY CONTROL
- ✓ SURVEY DESIGN
- ✓ SURVEY FIELDWORK
- ✓ SURVEY DATA REDUCTION
- ✓ SURVEY ADJUSTMENT
- ✓ SURVEY REPORTING
- ✓ SURVEY MONITORING
- ✓ SURVEY REVISIONS
- ✓ SURVEY PROFESSIONAL LAND SURVEYOR
- ✓ SURVEY PROFESSIONAL LAND MAPPING
- ✓ SURVEY LAND UTILITY DESIGN
- ✓ SURVEY INCORPORATION
- ✓ SURVEY OFFICIAL RECORDS BOOK
- ✓ SURVEY PLAN
- ✓ SURVEY MAP BOOK
- ✓ SURVEY FLORIDA
- ✓ SURVEY POINT-OF-WAY

**NOTE:**  
THIS SURVEY CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT BOTH SHEETS.

**AULD & WHITE CONTRACTORS, LLC**

**UTILITY EASEMENT**

|                       |                 |                     |                  |                 |
|-----------------------|-----------------|---------------------|------------------|-----------------|
| SCALE<br>1" = 30'     | DATE<br>1/23/24 | DRAWN<br>DBG        | CHECKED<br>DBG   | DESIGNED<br>TPH |
| ACR No.<br>222-25-003 | SECTION<br>38   | TOWNSHIP<br>8 SOUTH | RANGE<br>28 EAST |                 |

I hereby certify that this Sketch and Legal Description complies with the latest Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

**BARTRAM TRAIL SURVEYING, INC.**  
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
 1301 COUNTY ROAD 315, SUITE 106  
 GREEN COVE SPRINGS, FL 32043  
 (904) 284-2224 FAX (904) 284-2238  
 COPYRIGHT © 2024

**D R A F T**

THOMAS P. HUGHES, JR.  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF FLORIDA # L.S. 3507  
 CERTIFICATE OF AUTHORIZATION No. LB 8891

P:\2024\25-003 - COUNTY PROJ - UTILITY PROJ - LEGAL.DWG

THIS IS NOT A SURVEY

SKETCH AND LEGAL DESCRIPTION

**DESCRIPTION: UTILITY EASEMENT**

A PARCEL OF LAND BEING A PORTION OF LAND RECORDED IN OFFICIAL RECORDS BOOK 5745, PAGE 580 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING THAT CERTAIN TRACT OR PARCEL OF LAND BEING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SUB-SECTION 11, OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 28 EAST, OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 5745, PAGE 580, SAID CORNER LYING ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT OF WAY, AS PRESENTLY ESTABLISHED); THENCE N80°57'42"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 94.04 FEET; THENCE DEPARTING SAID LINE N09°02'10"E, 81.21 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE N72°37'11"W, 5.00 FEET; THENCE N17°22'49"E, 5.00 FEET; THENCE S72°37'11"E, 5.00 FEET; THENCE S17°22'49"W, 5.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 25 SQUARE FEET, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT OF WAY, AS PRESENTLY ESTABLISHED); HAVING A BEARING OF N80°57'42"W.
2. ADDITIONS, DELETIONS AND/OR ANY WRITTEN INFORMATION ADDED TO THIS MAP AND/OR REPORT IS PROHIBITED AND IS NOT AUTHORIZED BY THE SIGNING SURVEYOR.
3. THIS MAP IS INTENDED TO BE VIEWED AT A SCALE OF 1"=30 OR SMALLER.
4. THIS SKETCH AND LEGAL DESCRIPTION IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO CERTIFICATION HAS BEEN CREATED, EXPRESS OR IMPLIED TO COPIES OF THIS SKETCH AND LEGAL DESCRIPTION AND IS NOT TRANSFERABLE. ANY COPIES OF THIS SKETCH AND LEGAL DESCRIPTION THAT ARE USED IN ANY SUBSEQUENT TRANSACTIONS SHALL BE NULL AND VOID IF THEY DO NOT BEAR THE EMBOSSED RAISED SEAL OF THE SIGNING SURVEYOR. THE USE OF SUCH NON-EMBOSSED DOCUMENTS RELEASES THE SIGNING SURVEYOR OF ANY FURTHER CLAIMS OF LIABILITY OF ANY SUBSEQUENT TRANSACTIONS AND IS ONLY VALID UP TO 60 DAYS AFTER THE INITIAL SIGNING DATE.
5. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
6. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED, OTHER THAN THOSE SHOWN HEREON. EASEMENTS OR RESTRICTIONS OF RECORD OTHER THAN THOSE SHOWN HEREON MAY EXIST.
7. THIS SKETCH AND LEGAL DESCRIPTION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
8. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON INFORMATION AS PROVIDED BY THE CLIENT.

NOTE:

THIS SURVEY CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT BOTH SHEETS.

**AULD & WHITE CONTRACTORS, LLC**

**UTILITY EASEMENT**

**BARTRAM TRAIL SURVEYING, INC.**

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106  
GREEN COVE SPRINGS, FL 32043  
(904) 284-2224 FAX (904) 284-2258  
COPYRIGHT © 2024

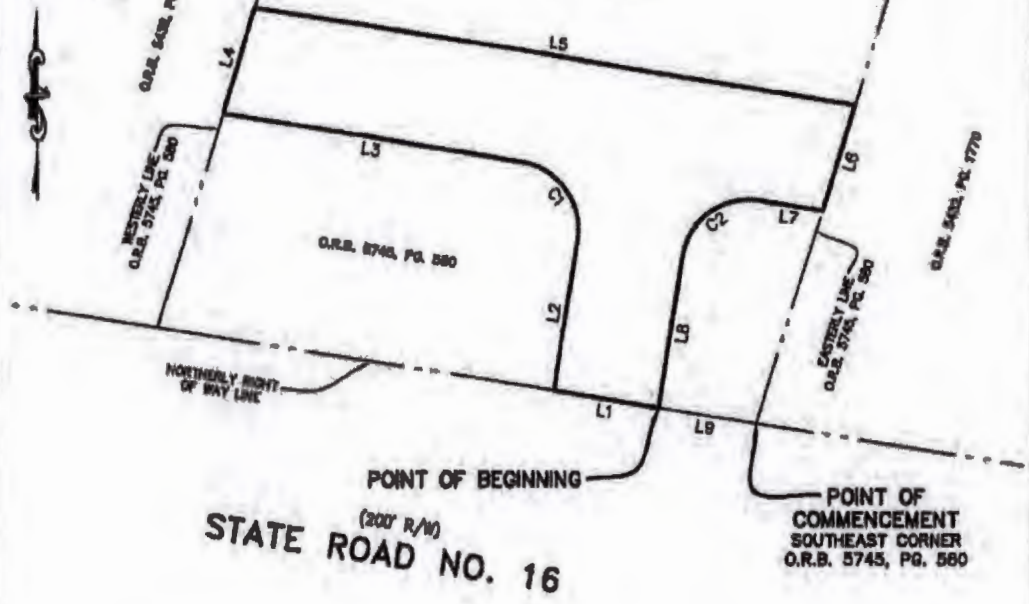
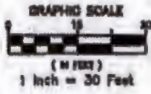


P:\Projects\2024\24-001\24-001.dwg - 08/28/24 10:00 AM - 08/28/24 10:00 AM - 08/28/24 10:00 AM - 08/28/24 10:00 AM

**EXHIBIT "B"**  
**ACCESS AREA**

THIS IS NOT A SURVEY

SKETCH AND LEGAL DESCRIPTION



| Curve # | Radius | Delta     | Area   | Chord  | Bearing     |
|---------|--------|-----------|--------|--------|-------------|
| C1      | 15.00' | 90°00'00" | 23.56' | 21.21' | N35°57'42"W |
| C2      | 15.00' | 90°00'00" | 23.56' | 21.21' | S54°02'18"W |

| Line # | Length  | Bearing     |
|--------|---------|-------------|
| L1     | 24.00'  | N80°57'42"W |
| L2     | 34.00'  | N09°02'18"E |
| L3     | 66.70'  | N80°57'42"W |
| L4     | 24.26'  | N17°22'47"E |
| L5     | 134.87' | S80°57'42"E |
| L6     | 24.26'  | S17°22'47"W |
| L7     | 14.17'  | N80°57'42"W |
| L8     | 34.00'  | S09°02'18"W |
| L9     | 21.99'  | N80°57'42"W |

- AKA: IDENTIFIER NUMBER
- AS: IDENTIFIER NUMBER
- BS: IDENTIFIER NUMBER
- CS: IDENTIFIER NUMBER
- DS: IDENTIFIER NUMBER
- ES: IDENTIFIER NUMBER
- FS: IDENTIFIER NUMBER
- GS: IDENTIFIER NUMBER
- HS: IDENTIFIER NUMBER
- IS: IDENTIFIER NUMBER
- JS: IDENTIFIER NUMBER
- KS: IDENTIFIER NUMBER
- LS: IDENTIFIER NUMBER
- MS: IDENTIFIER NUMBER
- NS: IDENTIFIER NUMBER
- OS: IDENTIFIER NUMBER
- PS: IDENTIFIER NUMBER
- QS: IDENTIFIER NUMBER
- RS: IDENTIFIER NUMBER
- TS: IDENTIFIER NUMBER
- US: IDENTIFIER NUMBER
- VS: IDENTIFIER NUMBER
- WS: IDENTIFIER NUMBER
- XS: IDENTIFIER NUMBER
- YS: IDENTIFIER NUMBER
- ZS: IDENTIFIER NUMBER

NOTE: THIS SURVEY CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT BOTH SHEETS.

**AULD & WHITE CONTRACTORS, LLC**

| SCALE      | DATE    | DRAWN    | CHECKED | CHECKED |
|------------|---------|----------|---------|---------|
| 1" = 30'   | 1/19/24 | DBG      | DBG     | TPH     |
| JOB No.    | SECTION | TOWNSHIP | RANGE   |         |
| 222-23-003 | 36      | 8 SOUTH  | 26 EAST |         |

I hereby certify that this Sketch and Legal Description complies with the latest Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

**BARTRAM TRAIL SURVEYING, INC.**  
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
 1501 COUNTY ROAD 515, SUITE 106  
 GREEN COVE SPRINGS, FL 32043  
 (904) 284-2224 FAX (904) 284-2258  
 COPYRIGHT © 2024

**D R A F T**

THOMAS P. HUGHES, JR.  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF FLORIDA # L.S. 3507  
 CERTIFICATE OF AUTHORIZATION No. LB 6981

AULD & WHITE - COMPANY PRINT - ALL OTHERS ARE - COMPANY PRINT - INCREASE & ERROR LEGAL

THIS IS NOT A SURVEY

**SKETCH AND LEGAL DESCRIPTION**

**DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF LAND RECORDED IN OFFICIAL RECORDS BOOK 5745, PAGE 580 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING THAT CERTAIN TRACT OR PARCEL OF LAND BEING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SUB-SECTION 11, OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 28 EAST, OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 5745, PAGE 580, SAID CORNER LYING ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT OF WAY, AS PRESENTLY ESTABLISHED); THENCE N80°57'42"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 21.99 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE CONTINUE N80°57'42"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 24.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE N09°02'18"E, 34.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N35°57'42"W, 21.21 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE N80°57'42"W, 86.70 FEET TO THE WESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 5745, PAGE 580; THENCE N17°22'47"E ALONG SAID WESTERLY LINE, 24.26 FEET; THENCE DEPARTING SAID LINE S80°57'42"E, 134.87 FEET TO THE EASTERLY LINE OF SAID OFFICIAL RECORDS BOOK 5745, PAGE 580; THENCE S17°22'47"W ALONG SAID EASTERLY LINE, 24.26 FEET; THENCE DEPARTING SAID LINE N80°57'42"W, 14.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF S54°02'18"W, 21.21 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE S09°02'18"W, 34.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 4,510 SQUARE FEET, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA.

**GENERAL NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT OF WAY, AS PRESENTLY ESTABLISHED); HAVING A BEARING OF N80°57'42"W.
2. ADDITIONS, DELETIONS AND/OR ANY WRITTEN INFORMATION ADDED TO THIS MAP AND/OR REPORT IS PROHIBITED AND IS NOT AUTHORIZED BY THE SIGNING SURVEYOR.
3. THIS MAP IS INTENDED TO BE VIEWED AT A SCALE OF 1"=30 OR SMALLER.
4. THIS SKETCH AND LEGAL DESCRIPTION IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO CERTIFICATION HAS BEEN CREATED, EXPRESS OR IMPLIED TO COPIES OF THIS SKETCH AND LEGAL DESCRIPTION AND IS NOT TRANSFERABLE. ANY COPIES OF THIS SKETCH AND LEGAL DESCRIPTION THAT ARE USED IN ANY SUBSEQUENT TRANSACTIONS SHALL BE NULL AND VOID IF THEY DO NOT BEAR THE EMBOSSED RAISED SEAL OF THE SIGNING SURVEYOR. THE USE OF SUCH NON-EMBOSSED DOCUMENTS RELEASES THE SIGNING SURVEYOR OF ANY FURTHER CLAIMS OF LIABILITY OF ANY SUBSEQUENT TRANSACTIONS AND IS ONLY VALID UP TO 60 DAYS AFTER THE INITIAL SIGNING DATE.
5. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
6. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED, OTHER THAN THOSE SHOWN HEREON. EASEMENTS OR RESTRICTIONS OF RECORD OTHER THAN THOSE SHOWN HEREON MAY EXIST.
7. THIS SKETCH AND LEGAL DESCRIPTION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
8. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON INFORMATION AS PROVIDED BY THE CLIENT.

**NOTE:**

THIS SURVEY CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT BOTH SHEETS.

**AULD & WHITE CONTRACTORS, LLC**

**INGRESS & EGRESS EASEMENT**

**BARTRAM TRAIL SURVEYING, INC.**

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106  
GREEN COVE SPRINGS, FL 32043  
(904) 284-2224 FAX (904) 284-2258

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P:\Projects\Auld & White - Community Meet - Bill, 08/13/2023 - 08-14-23 - Community Meet - Ingress & Egress Easement.dwg

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

PROJECT: Mill Creek Crossing COMM22-08

Unit 706  
Mill Creek Property, LLC, 320 North 1st Street, Jacksonville Beach, FL 32250

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 3<sup>rd</sup> of November, 2023.

WITNESS:

Michelle Guthrie  
Witness Signature

Michelle L Guthrie  
Witness Print Name

OWNER:

Ramzy Bakkar  
Owner Signature

RAMZY BAKKAR  
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 3<sup>rd</sup> day of NOVEMBER, 2023, by RAMZY BAKKAR as MANAGER for MILL CREEK PROPERTY, LLC.

Philip Militante  
Notary Public  
My Commission Expires: 8/17/2026

Personally Known or Produced Identification  
Type of Identification Produced

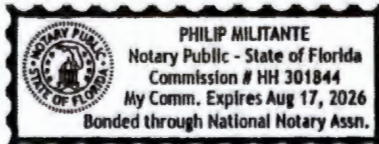




Exhibit "A"

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

Project Name: MILL CREEK CROSSING - COMM 22-08  
 Contractor: WHITESTONE CONSTRUCTION  
 Developer: MILL CREEK PROPERTY LLC

|  | UNIT | QUANTITY | UNIT COST                | TOTAL COST                   |
|--|------|----------|--------------------------|------------------------------|
| <b>Water Mains (Size, Type &amp; Pipe Class)</b> |      |          |                          |                              |
| 8" PVC DR-1B                                     | LF   | 48       | \$ 85. <sup>00</sup> -   | \$ 4080. <sup>00</sup>       |
|  | LF   |          | \$ -                     | \$ -                         |
|  | LF   |          | \$ -                     | \$ -                         |
|  | LF   |          | \$ -                     | \$ -                         |
|  | LF   |          | \$ -                     | \$ -                         |
| <b>Water Valves (Size and Type)</b>              |      |          |                          |                              |
| 8"x16" TAPPING VALVE                             | Ea   | 1        | \$ 4680. <sup>00</sup> - | \$ 4680. <sup>00</sup>       |
|  | Ea   |          | \$ -                     | \$ -                         |
|  | Ea   |          | \$ -                     | \$ -                         |
|  | Ea   |          | \$ -                     | \$ -                         |
|  | Ea   |          | \$ -                     | \$ -                         |
| <b>Hydrants Assembly (Size and Type)</b>         |      |          |                          |                              |
|  | Ea   |          | \$ -                     | \$ -                         |
|  | Ea   |          | \$ -                     | \$ -                         |
|  | Ea   |          | \$ -                     | \$ -                         |
| <b>Sevices (Size and Type)</b>                   |      |          |                          |                              |
|  | Ea   |          | \$ -                     | \$ -                         |
|  | Ea   |          | \$ -                     | \$ -                         |
|  | Ea   |          | \$ -                     | \$ -                         |
|  | Ea   |          | \$ -                     | \$ -                         |
| <b>Total Water System Cost</b>                   |      |          |                          | <b>\$ 9760.<sup>00</sup></b> |

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

Project Name: MILL CREEK CROSSING - COMM 22-08  
 Contractor: WHITESTONE CONSTRUCTION  
 Developer: MILL CREEK PROPERTY LLL

|  | UNIT     | QUANTITY | UNIT COST             | TOTAL COST                    |
|--|----------|----------|-----------------------|-------------------------------|
| <b>Force Mains (Size, Type &amp; Pipe Class)</b>   |          |          |                       |                               |
| 4" PVC C900  | LF       | 40       | \$ 65 <sup>00</sup>   | \$ 2600 <sup>00</sup>         |
| 4" HDPE DR-11                                      | LF       | 132      | \$ 70 <sup>00</sup>   | \$ 9240 <sup>00</sup>         |
|  | LF       |          | \$ -                  | \$ -                          |
|  | LF       |          | \$ -                  | \$ -                          |
|  | LF       |          | \$ -                  | \$ -                          |
| <b>Sewer Valves (Size and Type)</b>                |          |          |                       |                               |
| 4" GATE VALVES                                     | Ea       | 2        | \$ 2680 <sup>00</sup> | \$ 5360 <sup>00</sup>         |
|  | Ea       |          | \$ -                  | \$ -                          |
|  | Ea       |          | \$ -                  | \$ -                          |
|  | Ea       |          | \$ -                  | \$ -                          |
|  | Ea       |          | \$ -                  | \$ -                          |
| <b>Gravity Mains (Size, Type &amp; Pipe Class)</b> |          |          |                       |                               |
|  | LF       |          | \$ -                  | \$ -                          |
|  | LF       |          | \$ -                  | \$ -                          |
|  | LF       |          | \$ -                  | \$ -                          |
|  | LF       |          | \$ -                  | \$ -                          |
| <b>Laterals (Size and Type)</b>                    |          |          |                       |                               |
|  | EA       |          | \$ -                  | \$ -                          |
|  | EA       |          | \$ -                  | \$ -                          |
|  | EA       |          | \$ -                  | \$ -                          |
|  | EA       |          | \$ -                  | \$ -                          |
| <b>Manholes (Size and Type)</b>                    |          |          |                       |                               |
| 4-6 foot deep                                      | EA       |          | \$ -                  | \$ -                          |
| 6-8 foot deep                                      | EA       |          | \$ -                  | \$ -                          |
| 8-10 foot deep                                     | EA       |          | \$ -                  | \$ -                          |
| 10-12 foot deep                                    | EA       |          | \$ -                  | \$ -                          |
| > 12 foot deep                                     | EA       |          | \$ -                  | \$ -                          |
|  |          |          | \$ -                  | \$ -                          |
|  |          |          | \$ -                  | \$ -                          |
| <b>Lift Station</b>                                |          |          |                       |                               |
| Mechanical Equipment                               | Lump Sum |          | \$ -                  | \$ -                          |
| Process Piping                                     | Lump Sum |          | \$ -                  | \$ -                          |
| Process Structure                                  | Lump Sum |          | \$ -                  | \$ -                          |
| Process Electrical Equipment                       | Lump Sum |          | \$ -                  | \$ -                          |
| Other Improvements                                 | Lump Sum |          | \$ -                  | \$ -                          |
| <b>Total Sewer System Cost</b>                     |          |          |                       | <b>\$ 17,200<sup>00</sup></b> |



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

The undersigned lienor, in consideration of the sum \$25,960.00

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

Date 11/3/23 to MILCREEK PROPERTY, LLC  
(Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

MILCREEK CROSSING  
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 3rd day of NOVEMBER, 2023.

WITNESS:  
[Signature]  
Witness Signature  
Robert J McKenzie  
Print Witness Name

CONTRACTOR:  
[Signature]  
Lienor's Signature  
KEVIN CHAMBERLAIN  
Print Lienor's Name

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3rd day of NOVEMBER, 2023, by KEVIN CHAMBERLAIN as MANAGER for ACC CONSTRUCTION DBA WHITESTONE CONSTRUCTION.



[Signature]  
Notary Public  
My Commission Expires: April 9, 2027

Personally Known or Produced by the Lienor  
Type of Identification Produced

Exhibit "A"

| ST. JOHNS COUNTY UTILITY DEPARTMENT              |      |                                  |                          |                              |
|--|------|----------------------------------|--------------------------|------------------------------|
| ASSET MANAGEMENT                                 |      |                                  |                          |                              |
| SCHEDULE OF VALUES - WATER                       |      |                                  |                          |                              |
| Project Name:                                    |      | MILL CREEK CROSSING - COMM 22-08 |                          |                              |
| Contractor:                                      |      | WHITESTONE CONSTRUCTION          |                          |                              |
| Developer:                                       |      | MILL CREEK PROPERTY LLC          |                          |                              |
|  | UNIT | QUANTITY                         | UNIT COST                | TOTAL COST                   |
| <b>Water Mains (Size, Type &amp; Pipe Class)</b> |      |                                  |                          |                              |
| 8" PVC DR-13                                     | LF   | 48                               | \$ 85. <sup>00</sup> -   | \$ 4080. <sup>00</sup>       |
|  | LF   |                                  | \$ -                     | \$ -                         |
|  | LF   |                                  | \$ -                     | \$ -                         |
|  | LF   |                                  | \$ -                     | \$ -                         |
|  | LF   |                                  | \$ -                     | \$ -                         |
| <b>Water Valves (Size and Type)</b>              |      |                                  |                          |                              |
| 8" x 16" TAPPING VALVE                           | Ea   | 6                                | \$ 4680. <sup>00</sup> - | \$ 4680. <sup>00</sup>       |
|  | Ea   |                                  | \$ -                     | \$ -                         |
|  | Ea   |                                  | \$ -                     | \$ -                         |
|  | Ea   |                                  | \$ -                     | \$ -                         |
|  | Ea   |                                  | \$ -                     | \$ -                         |
| <b>Hydrants Assembly (Size and Type)</b>         |      |                                  |                          |                              |
|  | Ea   |                                  | \$ -                     | \$ -                         |
|  | Ea   |                                  | \$ -                     | \$ -                         |
|  | Ea   |                                  | \$ -                     | \$ -                         |
| <b>Sevices (Size and Type)</b>                   |      |                                  |                          |                              |
|  | Ea   |                                  | \$ -                     | \$ -                         |
|  | Ea   |                                  | \$ -                     | \$ -                         |
|  | Ea   |                                  | \$ -                     | \$ -                         |
|  | Ea   |                                  | \$ -                     | \$ -                         |
| <b>Total Water System Cost</b>                   |      |                                  |                          | <b>\$ 9760.<sup>00</sup></b> |

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

Project Name: MILL CREEK CROSSING - COMM 22-08  
 Contractor: WHITESTONE CONSTRUCTION  
 Developer: MILL CREEK PROPERTY LLL

|  | UNIT     | QUANTITY | UNIT COST             | TOTAL COST                   |
|--|----------|----------|-----------------------|------------------------------|
| <b>Force Mains (Size, Type &amp; Pipe Class)</b>   |          |          |                       |                              |
| 4" PVC C900  | LF       | 40       | \$ 65 <sup>00</sup>   | \$ 2600 <sup>00</sup>        |
| 4" HDPE DR-11                                      | LF       | 132      | \$ 70 <sup>00</sup>   | \$ 9240 <sup>00</sup>        |
|  | LF       |          | \$ -                  | \$ -                         |
|  | LF       |          | \$ -                  | \$ -                         |
|  | LF       |          | \$ -                  | \$ -                         |
| <b>Sewer Valves (Size and Type)</b>                |          |          |                       |                              |
| 4" GATE VALVES                                     | Ea       | 2        | \$ 2680 <sup>00</sup> | \$ 5360 <sup>00</sup>        |
|  | Ea       |          | \$ -                  | \$ -                         |
|  | Ea       |          | \$ -                  | \$ -                         |
|  | Ea       |          | \$ -                  | \$ -                         |
|  | Ea       |          | \$ -                  | \$ -                         |
| <b>Gravity Mains (Size, Type &amp; Pipe Class)</b> |          |          |                       |                              |
|  | LF       |          | \$ -                  | \$ -                         |
|  | LF       |          | \$ -                  | \$ -                         |
|  | LF       |          | \$ -                  | \$ -                         |
|  | LF       |          | \$ -                  | \$ -                         |
| <b>Laterals (Size and Type)</b>                    |          |          |                       |                              |
|  | EA       |          | \$ -                  | \$ -                         |
|  | EA       |          | \$ -                  | \$ -                         |
|  | EA       |          | \$ -                  | \$ -                         |
|  | EA       |          | \$ -                  | \$ -                         |
| <b>Manholes (Size and Type)</b>                    |          |          |                       |                              |
| 4-6 foot deep                                      | EA       |          | \$ -                  | \$ -                         |
| 6-8 foot deep                                      | EA       |          | \$ -                  | \$ -                         |
| 8-10 foot deep                                     | EA       |          | \$ -                  | \$ -                         |
| 10-12 foot deep                                    | EA       |          | \$ -                  | \$ -                         |
| > 12 foot deep                                     | EA       |          | \$ -                  | \$ -                         |
|  |          |          | \$ -                  | \$ -                         |
|  |          |          | \$ -                  | \$ -                         |
| <b>Lift Station</b>                                |          |          |                       |                              |
| Mechanical Equipment                               | Lump Sum |          | \$ -                  | \$ -                         |
| Process Piping                                     | Lump Sum |          | \$ -                  | \$ -                         |
| Process Structure                                  | Lump Sum |          | \$ -                  | \$ -                         |
| Process Electrical Equipment                       | Lump Sum |          | \$ -                  | \$ -                         |
| Other Improvements                                 | Lump Sum |          | \$ -                  | \$ -                         |
| <b>Total Sewer System Cost</b>                     |          |          |                       | <b>\$ 17200<sup>00</sup></b> |

Exhibit "E" to the Resolution  
ST. JOHNS COUNTY UTILITY DEPARTMENT  
3E - CLOSEOUT - WARRANTY

Date: 11/3/23

Project Title: MILL CREEK CROSSING

FROM: ACO CONSTRUCTION DBA WHITESTONE CONSTRUCTION  
Contractor's Name

Address: 1906 RIVER OAKS RD.  
JACKSONVILLE FL 32207

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:**

KEVIN O'CONNOR  
Print Contractor's Name

Kevin O'Connell  
Contractor's Signature

STATE OF FLORIDA  
COUNTY OF DUAL

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ on-line notarization, this 3<sup>rd</sup> day of NOVEMBER, 2023, by KEVIN O'CONNOR as MANAGER for ACO CONSTRUCTION DBA WHITESTONE CONSTRUCTION.

Kimberly Toth  
Notary Public  
My Commission Expires: April 9 2027

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:** March 12, 2024  
**SUBJECT:** Mill Creek Crossing Infrastructure Only (ASBULT2023000189)

Please present the Easements, Bill of Sale, Schedule of Values, Release of Lien and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Mill Creek Crossing Infrastructure Only.

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



2023 Aerial Imagery

Date: 3/22/2024

**Mill Creek Crossing  
Infrastructure Only**

**Easements, 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.