

**RESOLUTION NO. 2024-230**

**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 OLD MOULTRIE BLUFF AKA SALIDA DEL SOL CONDOMINIUMS LOCATED OFF OLD MOULTRE ROAD.**

**RECITALS**

**WHEREAS**, CRP/HRC Moultrie Owner, a foreign limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Old Moultrie Bluff aka Salida Del Sol Condominiums, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

**WHEREAS**, CRP/HRC Moultrie Owner, a foreign 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 Old Moultrie Bluff aka Salida Del Sol Condominiums, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

**WHEREAS**, Powers Development Group, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Old Moultrie Bluff aka Salida Del Sol Condominiums, 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, 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 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 4th day of June, 2024.

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

Rendition Date JUN 04 2024

By: \_\_\_\_\_  
Sarah Arnold, Chair

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

Crystal Smith  
Deputy Clerk

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 24<sup>th</sup> day of March, 2023 by CRP/HRC Moultrie Owner, L.L.C., with an address of C/O Elkins Kalt Weintraub Reuben Gartside LLP, 10345 West Olympic Boulevard, Los Angeles, California 90064, 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:

[Signature]  
Witness Signature

Veronica Meza  
Print Name

By: [Signature]

Print Name: Sudhakar Reddy

Its: Authorized Signatory

[Signature]  
Witness Signature

Diana Segal  
Print Name

La. California  
STATE OF ~~FLORIDA~~  
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of March, 2023, by Sudhakar Reddy as Authorized Signatory for \_\_\_\_\_

[Signature]  
Notary Public  
My Commission Expires: 12-16-25



Personally Known or Produced Identification  
Type of Identification Produced - a CA D.L.

**EXHIBIT "A"**

**EASEMENT AREA**

**That five (5) foot Utility Easement along the front and sides of any Lot or Tract adjacent to a Private Road Right-of-Way, as shown on the plat of "OLD MOULTRIE BLUFF", as recorded in Map Book 113, pages 91, 92, 93, 94, 95, 96 and 97 of the Public Records of St. Johns County, Florida**

**EXHIBIT "B"**

**INGRESS/EGRESS AREA**

**"PALMA DRIVE", "SORIA DRIVE" and "ZARAGOZA DRIVE", as shown on the plat of "OLD MOULTRIE BLUFF", as recorded in Map Book 113, pages 91, 92, 93, 94, 95, 96 and 97 of the Public Records of St. Johns County, Florida.**



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for

**Old Moultrie Bluff PUD**


CRP/HRC Moultrie Owner, L.L.C., with an address of C/O Elkins Kalt Weintraub Reuben Gartside LLP, 10345 West Olympic Boulevard, Los Angeles, California 90064, (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 Old Moultrie Bluff PUD"

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.

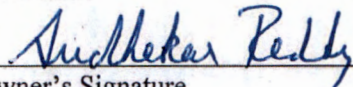
IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 22<sup>nd</sup> of May, 2023.

WITNESS:

  
Witness Signature

DIANA SEGAL  
Print Witness Name

OWNER:

  
Owner's Signature

SUDHAKAR REDDY  
Print Owner's Name



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGMENT

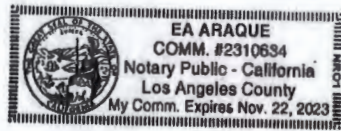
STATE OF CALIFORNIA    )  
  )  
COUNTY OF LOS ANGELES    )

On May 22, 2023 before me, EA ARAQUE, a Notary Public, personally appeared Sudhakar Reddy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public





# Exhibit "A" Schedule of Values



## St. Johns County Utility Department Asset Management Schedule of Values

Project Name:	Old Moultrie Bluff			
Contractor:	Powers Development Group, Inc.			
Developer:	Southern Impression Development			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" PVC DR18	LF	60	\$ 35.00	\$ 2,100.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valve (Size and Type)</b>				
4" Gate Valve	Ea	1	\$ 3,500.00	\$ 3,500.00
	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>				
4-8 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Other</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>\$</b>	<b>5,600.00</b>



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum \$7,600 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 3/30/2023 to CRP/HRC Moultrie Owners, LLC. to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR **Old Moultrie Bluff PUD**”

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 16 of March, 2023.

**WITNESS:**

Witness Signature

Nick Krull  
Print Witness Name

**OWNER:**

Lienor's Signature

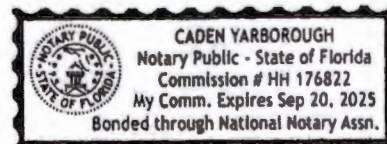
Gabriel Powers  
Print Lienor's Name

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16 day of March, 2023, by Gabriel Powers as President for Powers Development Group, Inc.

Notary Public  
My Commission Expires: 9/20/25

Personally Known or Produced Identification  
Type of Identification Produced





**St. Johns County Utility Department**

Asset Management

Schedule of Values

Project Name:	Old Moultrie Bluff			
Contractor:	Powers Development Group, Inc.			
Developer:	Southern Impression Development			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
8" PVC DR18	LF	40	\$ 50.00	\$ 2,000.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valve (Size and Type)</b>				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Services (Size and Type)</b>				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
	<b>Total Water System Cost</b>			<b>\$ 2,000.00</b>

# Exhibit "A" Schedule of Values



## St. Johns County Utility Department Asset Management Schedule of Values

Project Name:	Old Moultrie Bluff			
Contractor:	Powers Development Group, Inc.			
Developer:	Southern Impression Development			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Pipe Mains (Size, Type &amp; Pipe Class)</b>				
4" PVC DR18	LF	60	\$ 35.00	\$ 2,100.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
4" Gate Valve	Ea	1	\$ 3,500.00	\$ 3,500.00
	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>				
4-8 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>\$ 5,600.00</b>



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 05-18-2023  
Project Title: **Old Moultrie Bluff PUD**  
St. Johns County, Florida

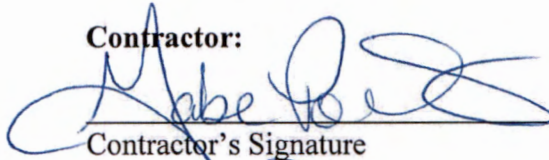
FROM: Powers Development Group, Inc.  
4741 Atlantic Blvd., Suite E3  
Jacksonville, FL 32207

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:



Contractor's Signature

Gabriel Powers

Print Contractor's Name

STATE OF FLORIDA  
COUNTY OF Duval

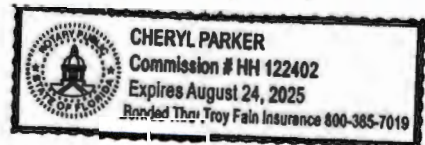
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18<sup>th</sup> day of May, 2022, by Gabriel Powers as President for Powers Development Group, Inc.



Notary Public

My Commission Expires: 8/24/2025

Personally Known or: Produced Identification  
Type of Identification Produced





**ST. JOHNS COUNTY  
UTILITIES**  
1205 State Road 16  
St. Augustine, Florida 32084

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**INTEROFFICE MEMORANDUM**

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**TO:** Debbie Taylor, Real Estate Manager  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**DATE:** April 23, 2024  
**SUBJECT:** Old Moultrie Bluff aka Salida Del Sol Condominiums (ASBULT2023000071)

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 Old Moultrie Bluff aka Salida Del Sol Condominiums.

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 Area**  
 That five foot Utility Easement  
 along the front and sides of any  
 Lot or Tract adjacent to a  
 Private Road Right-of-Way



2023 Aerial Imagery  
 Date: 5/1/2024

**Old Moultrie Bluff aka  
 Salida Del Sol Condominiums**

**Easement for Utilities,  
 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.