

RESOLUTION NO. 2024-281

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 WATER REUSE SYSTEMS TO SERVE 7-ELEVEN AT BANNON LAKES LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, SEA 200 LLC, a foreign limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and water reuse systems to serve 7-Eleven at Bannan Lakes, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, SEA 200 LLC, 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 water reuse system to serve 7-Eleven at Bannan Lakes, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Vallencourt, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at 7-Eleven at Bannan Lakes, 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 16th day of July, 2024.

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

Rendition Date JUL 16 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 2nd day of November, 2023
by SEA 200 LLC, with an address of
2240 W First St Suite 101 Fort Myers, FL 33901, 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 reuse meters over and upon the real property described on Exhibit A
attached hereto (the "Easement Area"); together with rights of ingress and egress to
access the Easement Area as necessary for the use and enjoyment of the easement herein
granted. This easement is for water, sewer and/or reuse 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) REUSE SYSTEM - The Grantee shall maintain all reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines located within the boundary of the Grantor's property excluding the reuse 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:

Mesbell Charbonneau

Witness Signature

Mesbell Charbonneau

Print Name

Maxwell Waldau

Witness Signature

Maxwell Waldau

Print Name

By:

M Dan Creighton

Print Name: M Dan Creighton

Its: Manager

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of

Nov, 2020, by

M. Dan Creighton as Manager

for SEA 200, LLC



Kimberly A. Hauser
Notary Public
My Commission Expires: 5/7/2027

Personally Known or Produced Identification

Type of Identification Produced

Notary Public

EXHIBIT "A"
EASEMENT AREA

SKETCH OF DESCRIPTION WATER METER EASEMENT

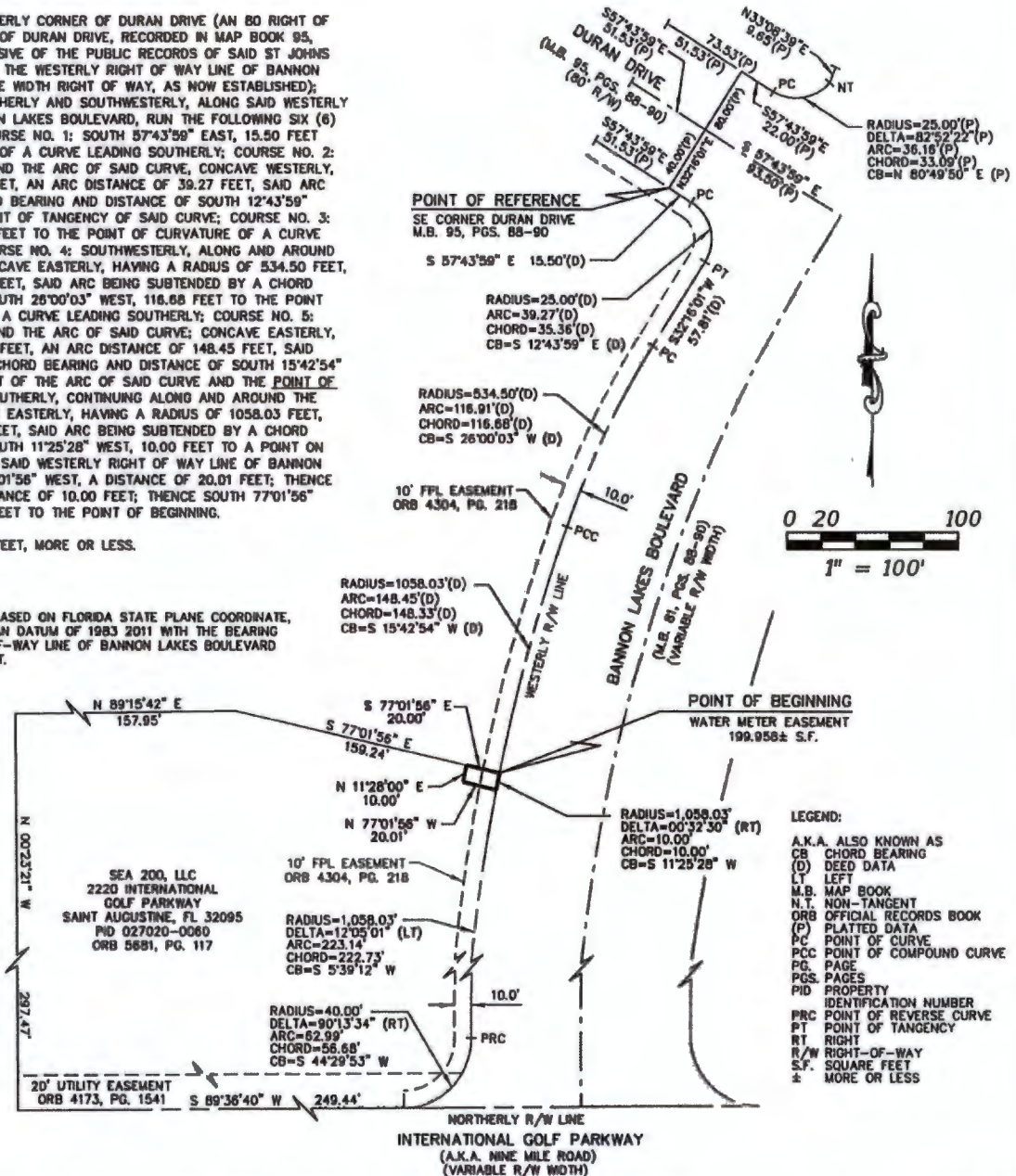
A PORTION OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF DURAN DRIVE (AN 80 RIGHT OF WAY AS SHOWN ON THE PLAT OF DURAN DRIVE, RECORDED IN MAP BOOK 95, PAGES 88 THROUGH 90, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF BANNON LAKES BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF BANNON LAKES BOULEVARD, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 57°43'59" EAST, 15.50 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°43'59" EAST, 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 32°16'01" WEST, 57.81 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 4: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 534.50 FEET, AN ARC DISTANCE OF 116.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°00'03" WEST, 116.68 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 5: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1058.03 FEET, AN ARC DISTANCE OF 148.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°42'54" WEST, 148.33 FEET TO A POINT OF THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; COURSE NO. 6: SOUTHERLY, CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1058.03 FEET, AN ARC DISTANCE OF 10.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°25'28" WEST, 10.00 FEET TO A POINT ON SAID CURVE; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF BANNON LAKES BOULEVARD, NORTH 77°01'56" WEST, A DISTANCE OF 20.01 FEET; THENCE NORTH 11°28'00" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 77°01'56" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 199.958 SQUARE FEET, MORE OR LESS.

NOTES:

- BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE, EAST ZONE, NORTH AMERICAN DATUM OF 1983 2011 WITH THE BEARING ON THE WESTERLY RIGHT-OF-WAY LINE OF BANNON LAKES BOULEVARD BEING SOUTH 32°16'01" WEST.
- THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.



THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY SHEET 1 OF 1

REVISION		DATE	
BY	DATE	JOB No.	
DRAWN	S.WILLIAMS	09/19/23	R220400
CHECKED	J.LEK	09/19/23	


gai consultants
 12574 Flagler Center Blvd, Suite 202
 Jacksonville, Florida 32258
 904-363-1110
 904-363-1115
 www.gaiconsultants.com

CERT. NO. LB 3604 • ENGINEERING • PLANNING • SURVEYING • CEI SERVICES •

SCALE 1" = 100' DATE SEPT. 19, 2023

I HEREBY CERTIFY THAT THIS MAP MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES AND 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Joseph K. Lek

JOSEPH K. LEK FLA. P.S.M. CERT. NO. LS 6016

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

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

PROJECT: 7-Eleven at Bannan Lakes

SEA 200, LLC 2240 West First St. #101 Fort Myers, FL 33901

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 29th of November, 2023.

WITNESS:

[Signature]
Witness Signature

Maxwell Waldau
Witness Print Name

OWNER:

[Signature]
Owner Signature

M Dan Creighton
Owner Print Name

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 29 day of November, 2023, by

M. Dan Creighton
SEA 200 LLC

as Member for
[Signature]
Notary Public
My Commission Expires: May 7, 2027

Personally Known or Produced Identification
Type of Identification Produced



ST. JOHNS COUNTY UTILITY DEPARTMENT

ASSET MANAGEMENT

SCHEDULE OF VALUES - WATER

Project Name: 7/11 Bannon Lakes
 Contractor: Vallencourt Inc.
 Developer: SEA 200 LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
2" CTS BLUE PE 250PSI TUBING	LF	20	\$ 2.50	\$ 50.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
2" BALL CORP MIPXPJC 74704B-22 NO LEAD	Ea	1	\$ 318.00	\$ 318.00
4" MJXF TV O/L T2361-19 L/ACC	Ea	1	\$ 793.00	\$ 793.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost			\$	1,161.00

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

Project Name: 7/11 Bannon Lakes
 Contractor: Vallencourt Inc.
 Developer: SFA 200 LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
2" HDPE DR-11	LF	150	\$ 33.59	\$ 5,038.00
2" CTS PURPLE PE TUBING	LF	20	\$ 2.50 -	\$ 50.00 -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -

Reuse Valves (Size and Type)				
2" BALL CORP MIPXPJC 74704B-22 NO LEAD	Ea	1	\$ 318.00	\$ 318.00
4" MJXF TV O/L T2361-19 L/ACC	Ea	1	\$ 793.00	\$ 793.00
2" THD GV O/L A2360-08	Ea	1	\$ 480.00-	\$ 480.00 -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -

Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -

1 \$ 6,679.00



Exhibit "C" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT
3C - CLOSEOUT - RELEASE OF LIEN
UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum
7,840.00

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

2/23/2024 to SEA 200 LLC
 Date (Developer's/Owner's Name)

to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR
 7-Eleven Bannan Lakes

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 23 day of February,
 20 24.

WITNESS:

Witness Signature

Charles Finn

Print Witness Name

CONTRACTOR:

Lienor's Signature

David Vallencourt

Print Lienor's Name

STATE OF Florida

COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical
 presence or online notarization, this 23 day of February, 20 24, by
David Vallencourt as CEO for
Vallencourt Inc

Kellie Huff

Notary Public

My Commission Expires: 10/14/27

Personally Known or Produced Identification
 Type of Identification Produced



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

Project Name: 7/11 Bannan Lakes
 Contractor: Vallencourt Inc.
 Developer: SEA 200 LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
2" CTS BLUE PE 250PSI TUBING	LF	20	\$ 2.50	\$ 50.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
2" BALL CORP MIPXPJC 74704B-22 NO LEAD	Ea	1	\$ 318.00	\$ 318.00
4" MJXF TV O/L T2361-19 L/ACC	Ea	1	\$ 793.00	\$ 793.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 1,161.00

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

Project Name: 7/11 Bannan Lakes
 Contractor: Vallencourt Inc.
 Developer: SFA 200 LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
2" HDPE DR-11	LF	150	\$ 33.59	\$ 5,038.00
2" CTS PURPLE PE TUBING	LF	20	\$ 2.50 -	\$ 50.00 -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
2" BALL CORP MIPXPJC 74704B-22 NO	LEAD Ea	1	\$ 318.00	\$ 318.00
4" MJXF TV O/L T2361-19 L/ACC	Ea	1	\$ 793.00	\$ 793.00
2" THD GV O/L A2360-08	Ea	1	\$ 480.00-	\$ 480.00 -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			1	\$ 6,679.00

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

Date: January 18, 2024
Project Title: 7-Eleven at Bannon Lakes
FROM: Vallencourt, Inc.
Contractor's Name
Address: 1555 Kingsley Avenue
Suite 302
Orange Park, FL 32073

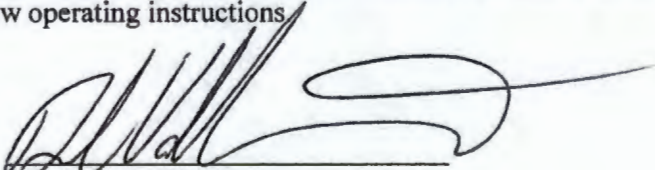
TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

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

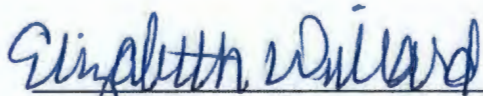
Contractor:

David Vallencourt
Print Contractor's Name


Contractor's Signature

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or _____
on-line notarization, this 18th day of January, 2024, by
David Vallencourt as CEO for
Vallencourt, Inc.


Notary Public
My Commission Expires: 11/7/2025

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: May 21, 2024
SUBJECT: 7-Eleven at Bannon Lakes (ASBULT 2024000007)

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 7-Eleven at Bannon Lakes.

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.



Subect Property



2023 Aerial Imagery

Date: 6/3/2024

7-Eleven at
Bannon Lakes

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 herein.