

RESOLUTION NO. 2024- 358

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 PIONEER SCHOOL LOCATED OFF OF ROLLING HILLS DRIVE.

RECITALS

WHEREAS, Gart Davis, owner of 2299 Rolling Hills Drive, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Pioneer School, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Grant Davis, land owner, 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 Pioneer School, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, D. Armstrong Contracting, LLC, a Florida limited liability company, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Pioneer School, 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.

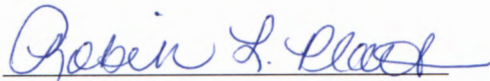
PASSED AND ADOPTED this 3rd day of September, 2024.

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

By: _____
Sarah Arnold, Chair

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

Rendition Date SEP 03 2024



Deputy Clerk

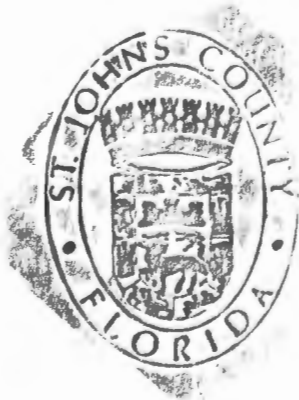


Exhibit "A" to the Resolution
EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 28 day of November, 2023 by Gart Davis, with an address of 203 Old Franklin Grove Dr. Chapel Hill NC. 27514, 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. 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. 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 located 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:

Joseph E. Lighty
Witness Signature

Joseph Lighty
Print Name

[Signature]
Witness Signature

VICTORIA E. HURD
Print Name

By: [Signature]

Print Name: Carl Davis

Its: owner

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means
of physical presence or online notarization, this 28th day of

November, 2023, by

Carl Davis as owner

for 2299 Rolling Hills Dr. St. Augustine, FL. 32086



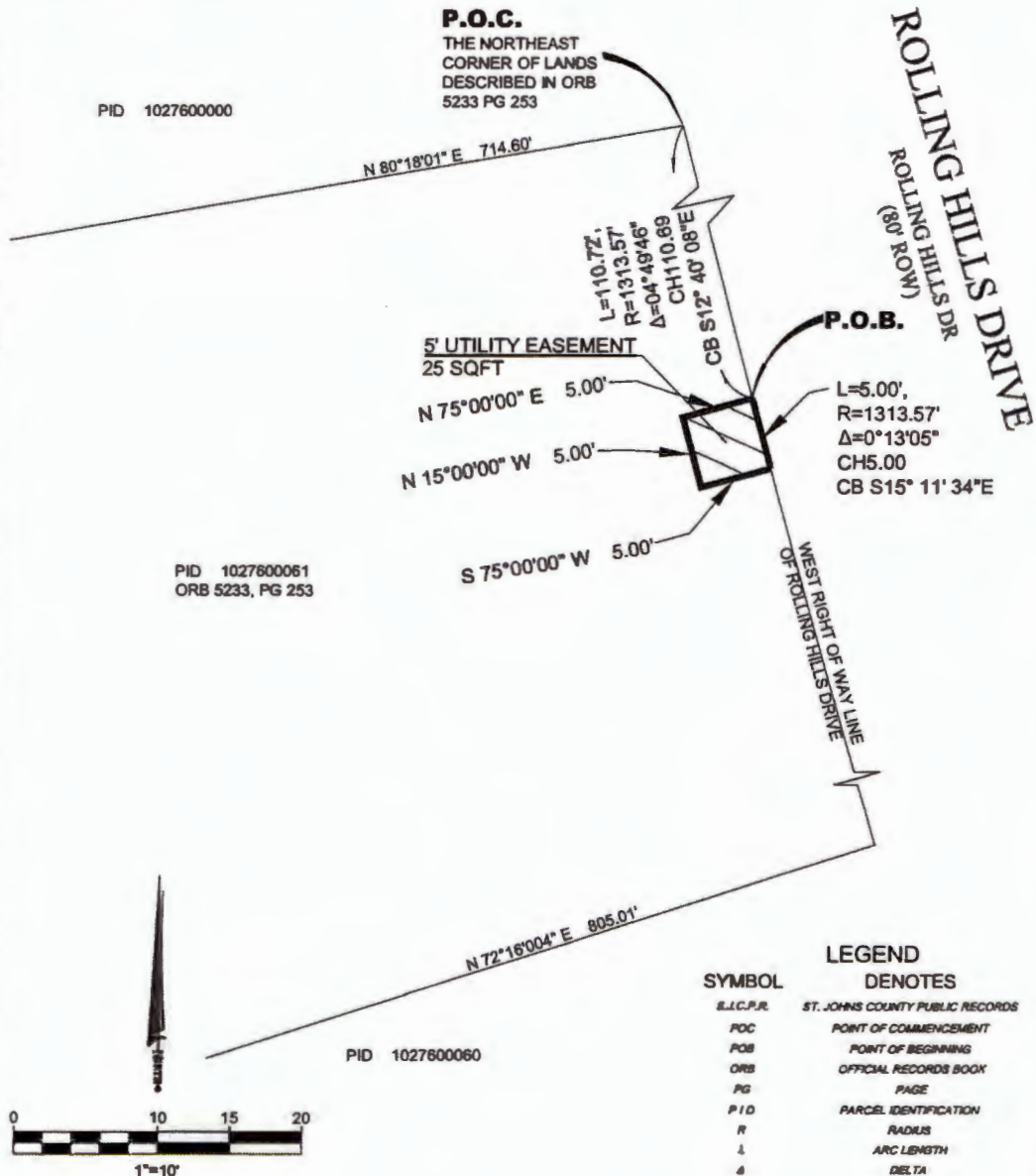
[Signature]
Notary Public
My Commission Expires: 4/20/2026

Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT "A"
EASEMENT AREA

**A MAP SHOWING A SKETCH AND DESCRIPTION OF
A 5 FOOT UTILITY EASEMENT FOR PIONEER SCHOOL**

COMMENCING AT A POINT THAT IS THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5233, PAGE 253, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF ROLLING HILLS DRIVE, RUN THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVED TO THE EAST, HAVING A RADIUS OF 1313.57 FEET, THROUGH A CENTRAL ANGLE OF 4°49'46", AN ARC LENGTH OF 110.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 12°40'08" EAST, 110.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID ARC HAVING A RADIUS OF 1313.57 FEET, AN ARC LENGTH OF 5.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 15°11'34" E, 5.00 FEET; THENCE DEPARTING SAID ARC S 75°00'00" W, 5.00 FEET; THENCE N 15°00'00" W 5.00 FEET; THENCE N 75°00'00"E, 5.00 FEET, TO THE POINT OF BEGINNING.
CONTAINING 25 SQUARE FEET



SYMBOL	DENOTES
S.L.C.P.R.	ST. JOHNS COUNTY PUBLIC RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
P.I.D.	PARCEL IDENTIFICATION
R	RADIUS
L	ARC LENGTH
Δ	DELTA
CH	CHORD DISTANCE
CB	CHORD BEARING
SQFT	SQUARE FEET

NOTES:
 1.) THIS IS NOT A BOUNDARY SURVEY
 2.) THE DESCRIPTION SHOWN HEREON WAS BASED ON A WARRANTY DEED FOUND IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, OFFICIAL RECORD 5233, PAGE 253.

Digitally signed by Terry Durden
 Terry Durden
 Florida PSM #5261
 Not Valid Without The Digital Signature Of A Florida Licensed Surveyor & Mapper


DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 LB# 2648
 2804 N. FIFTH STREET, UNIT 101
 ST. AUGUSTINE, FL 32084
 PHONE (904) 824-3086 FAX (904) 824-5753

PROJECT No: 23-0411.000
SKETCH DATE: 1-11-24
CAD FILE: PIONEER SCHOOL UTILITY EASEMENT2.DWG
CHECKED BY: TMD
DRAWN BY: MRB

Exhibit "B" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT
3F - CLOSEOUT - BILL OF SALE

PROJECT: Pioneer School

Owner: The Pioneer School, Inc. 105 Masters Dr. St. Augustine, FL 32084

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 14 of December, 2023

WITNESS:

Tyana Hall
Witness Signature

Tyana Hall
Witness Print Name

OWNER:

Gart Davis
Owner Signature

Gart Davis
Owner Print Name

STATE OF North Carolina
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 14 day of December, 2023, by Gart Davis as Seller/owner for Property.

Pehton Justice
Notary Public
My Commission Expires: Aug 4 2026

Personally Known or Produced Identification
Type of Identification Produced
NC DL

PEYTON JUSTICE
Notary Public
Alamance Co., North Carolina
My Commission Expires Aug. 04, 2026

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

Project Name: PIONEER SCHOOL
 Contractor: D ARMSTRONG CONTRACTING
 Developer: GART DAVIS

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
6" PVC C900 DR18	LF	30	\$ 225.00-	\$ 6,750.00
8" HDPE DR11	LF	40	\$ 562.50 -	\$ 22,500.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
2" GATE VALVE	Ea	1	\$ 3,500.00	\$ 3,500.00
6" REVERSE TAP, SADDLE & GV	Ea	1	\$ 13,000.00	\$ 13,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
5-1/4" PACER FH ASSY	Ea	1	\$ 13,000.00	\$ 13,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
2" HDPE DR11	Ea	1	\$ 4,000.00	\$ 4,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost				\$ 62,750.00

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

Project Name: PIONEER SCHOOL
 Contractor: D ARMSTRONG CONTRACTING
 Developer: GART DAVIS

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
2" HDPE DR11	LF	60	\$ 50.00 -	\$ 3,000.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
2" TAP, SADDLE & GV	Ea	1	\$ 8,300.00	\$ 8,300.00
2" GATE VALVE	Ea	1	\$ 1,500.00	\$ 1,500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 12,800.00

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 \$75,550

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

01/23/2004 to The Pioneer School Inc
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR
Pioneer School

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 6th day of June, 2024.

WITNESS:
Joseph Lichty
Witness Signature
Joseph Lichty
Print Witness Name

CONTRACTOR:
Dennis Armstrong
Lienor's Signature
Dennis Armstrong
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 6th day of June, 2024, by Dennis Armstrong as owner for

D. Armstrong Contracting LLC

MARIANNE K. MENDENHALL
Notary Public
State of Florida
Comm# HH510914
Expires 4/1/2028

Marianne K. Mendenhall
Notary Public
My Commission Expires: 4/1/2028

Personally Known or Produced Identification
Type of Identification Produced

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

Project Name: PIONEER SCHOOL
 Contractor: D ARMSTRONG CONTRACTING
 Developer: GART DAVIS

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
6" PVC C900 DR18	LF	30	\$ 225.00-	\$ 6,750.00
8" HDPE DR11	LF	40	\$ 562.50 -	\$ 22,500.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
2" GATE VALVE	Ea	1	\$ 3,500.00	\$ 3,500.00
6" REVERSE TAP, SADDLE & GV	Ea	1	\$ 13,000.00	\$ 13,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
5-1/4" PACER FH ASSY	Ea	1	\$ 13,000.00	\$ 13,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
2" HDPE DR11	Ea	1	\$ 4,000.00	\$ 4,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost				\$ 62,750.00

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

Project Name: PIONEER SCHOOL
 Contractor: D ARMSTRONG CONTRACTING
 Developer: GART DAVIS

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
2" HDPE DR11	LF	60	\$ 50.00 -	\$ 3,000.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
2" TAP, SADDLE & GV	Ea	1	\$ 8,300.00	\$ 8,300.00
2" GATE VALVE	Ea	1	\$ 1,500.00	\$ 1,500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -

Total Sewer System Cost \$ 12,800.00

ST. JOHNS COUNTY UTILITY DEPARTMENT

Date: 11/6/2023 3E - CLOSEOUT - WARRANTY

Project Title: Pioneer School

FROM: Dennis Armstrong "D. Armstrong Contracting, LLC"

Contractor's Name

Address: 9957 Moorings Drive Suite 405

Jacksonville, FL 32257

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:

Dennis Armstrong "D. Armstrong Contracting, LLC"

Print Contractor's Name

[Handwritten Signature]
Contractor's Signature

STATE OF Florida

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of [checked] physical presence or on-line notarization, this 6 day of November, 20 23, by

Dennis Armstrong as owner for D. Armstrong Contracting LLC.

[Handwritten Signature]
Notary Public
My Commission Expires:

Personally Known or Produced Identification
Type of Identification Produced

[Notary Seal]
Jessica Jimenez-Douglas
Comm.: HH 346030
Expires: January 4, 2027
Notary Public - State of Florida

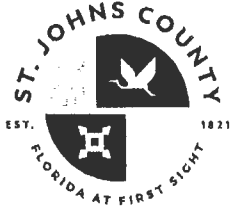


Exhibit "E" to the Resolution

**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: August 7, 2024
SUBJECT: Pioneer School (ASBULT 2024000059)

St. Johns County Utility Department has reviewed and approved the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty. Please present the documents to the Board of County Commissioners (BCC) for final approval and acceptance of Pioneer School.

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



2023 Aerial Imagery

Date: 8/8/2024

Pioneer School
Easement, Bill of Sale,
Final Release of Lien
and Warranty



Land Management
Systems
(904) 209-0798

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.