### RESOLUTION NO. 2024- 475

RESOLUTION  $\mathbf{BY}$ A THE **BOARD** OF **COUNTY** COMMISSIONERS OF ST. **JOHNS** COUNTY, FLORIDA, ACCEPTING THREE EASEMENTS FOR UTILITIES, A BILL OF FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE PINNACLE A1A.

#### **RECITALS**

WHEREAS, certain land owners have executed and presented to the County three Easements for Utilities associated with the water and sewer systems to serve Pinnacle A1A, attached hereto as Exhibits "A", "B" and "C", incorporated by reference and made a part hereof; and

WHEREAS, ATA Capital, 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 Pinnacle A1A, attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, Atlantic Site & Marine, Inc., a Florida profit corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Pinnacle A1A, attached hereto as Exhibits "E" and "F", 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 "G" 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, scriveners or administrative errors that <u>do not</u> change the tone, tenor or concept of this Resolution, then this

Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Circuit Court is instructed to record the original 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 5th day of November, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date

By:
Sarah Arnold, Chair

ATTEST: Brandon J. Patty, Clerk of the

Circuit Court & Comptroller

Deputy Clerk



# Exhibit "A" to the Resolution EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 20 day of November, 2023 by ATA Capital LLC, with an address of 1419 4<sup>th</sup> Ave N, Jacksonville Beach, FL 32250, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter called "Grantee".

#### WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system & sewer force mains, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do

not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

- (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 all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.
- (b) SEWER FORCE MAINS Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.
- 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:	$\overline{}$
	By: 1/25
Witness Signature	
	Print Name: ROSS FANTI
Franky Pankynya	The standard of the standard o
Print Name 1419 4th Ave N Jack Sorvice Reach FL	TitleMANAGING MEMBER
Such solvent receive at	01100
Witness Signature	
Print Name W/2 W+12 AVE N	
Lacksonille Beac	51 FL 32250
STATE OF Florida COUNTY OF St. John 3	
The foregoing instrument was acknowledged	edged before me by means of physical presence or
	lay of November, 2027, by
Boss Fanti , on behalf	f of ATA Canifal LLC ,
who is personally known to me or has produced	d as identification.
(Notary Seal)	Notary Public: Way M Ame My Commission Expires: Wylay
(110th)	THE COMMISSION EMPIRES. (1913) (3)
CINDY M. LOWE	
THE CONTRACTOR HOS STORE IN	

EXPIRES: February 6, 2024 Bended Thru Notary Public Underwriters

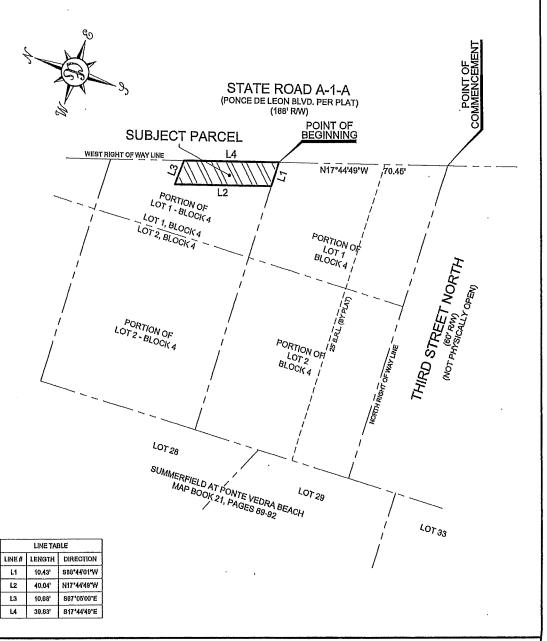
### EXHIBIT "A"

### EASEMENT AREA

A PORTION OF LOT 1, BLOCK 4, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY) WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 188' RIGHT OF WAY); THENCE NORTH 17\*44'49" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 70.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88\*44'01" WEST, DEPARTING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 10.43 FEET; THENCE NORTH 17\*44'49" WEST, A DISTANCE OF 40.64 FEET; THENCE SOUTH 87\*05'00" EAST, A DISTANCE OF 10.68 FÉET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 17\*44'49" EAST, A DISTANCE OF 39.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.01 ACRES, MORE OR LESS.



## PERRET AND ASSOCIATES, INC.

#### GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST RW LINE OF STATE ROAD A-1-A AS \$17\*4449°E, PER NAD63 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE,

TICELLO	ROAD, JACKSONVILLE		904) 805-003	
P.C.	POINT OF CURVATURE	LEGEND	504) 000-000	RADIUB
P.T. P.R.C. P.C.O.	POINT OF TANGENCY POINT OF REVERSE CURVE POINT OF COMPOUND GURVE		ΩαD AαL	DELTA (CENTRAL ANGLE) ARC LENGTH
P.R.M. P.O.P.	PERMANENT REFERENCE MONUM PERMANENT CONTROL POINT	THE	CB CB CP)	CHORD CHORD BEARING LINE RADIAL TO CURVE
B.R.L. C/L O.L.F.	BULDING RESTRICTION LINE CENTERUNE CHAIN LINK FENCE		(R) A/G CONG.	AIR CONDITIONER CONCRETE
RAY O.R.B.	RIGHT-OF-WAY OFFICIAL RECORDS BOOK		FD, 1.P.	FOUND IRON PIPE MEASURED
O/L —∕γ— F.F.E.	ON LINE BREAK LINE FINISHED FLOOR ELEVATION		(X) (X)	DEED CALCULATED
SCALE.	1"=30'	$\gamma$	(P)	PLAT SENCE
	1-16-2023	<u> </u>	15	
DA:	E OF SKETCH	NATHAN P. PERR	ET, FLA. CE	RT. NO. 8900

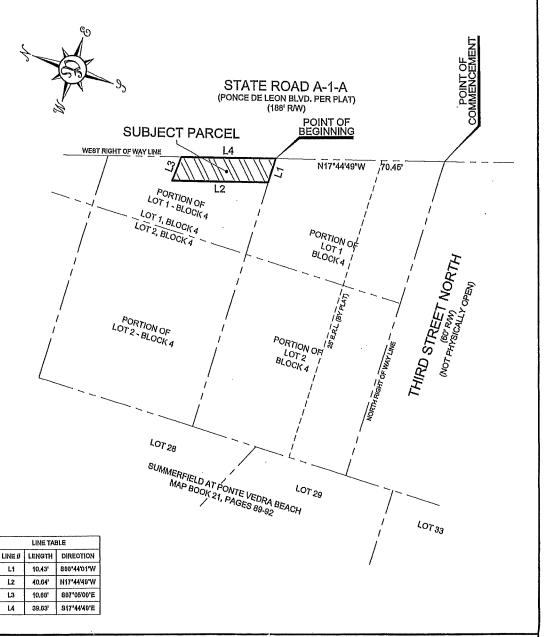
- 6715

F.B. \_\_\_\_PG.\_\_\_

A PORTION OF LOT 1, BLOCK 4, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY) WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 188' RIGHT OF WAY); THENCE NORTH 17\*44'49' WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 70.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°44'01° WEST, DEPARTING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 10.43 FEET; THENCE NORTH 17\*44'49" WEST, A DISTANCE OF 40.64 FEET; THENCE SOUTH 87\*05'00" EAST, A DISTANCE OF 10,68 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 17\*44'49" EAST, A DISTANCE OF 39.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.01 ACRES, MORE OR LESS.



## AND ASSOCIATES

#### GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST RW LINE OF STATE ROAD A-1-A AS S17"4449"E, PER NADOS (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.R.M. MAP BTATUS FOR THE UPE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

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P.O. P.T. P.R.O. P.O.O. P.C.P. B.R.L. CA. CALF. RW O.R.B. OA. F.F.E. SCALE	PERMANENT CON BUILDING RESTRI CENTERLINE CHAIN LINK FENC RIGHT-OF-WAY OFFICIAL RECORT ON LINE BREAK LINE FIRSHED FLOOR	NS BOOK  BEOOK  BEOOK  BEOOK  BEOOK  BEOOK  BEOOK  BEOOK  BEOOK  BEOOK  BEOOK	LEGENE	o f K	R AND LANGUE CB (R) AND COME (M) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N	RADIUS DELTA (CENT ARG LENGTH CHORD CHORD BEAR LINE RADIAL. AIR CONDITK CONCRETE FOUND INCH PIPE MEASURED DEED OALCUATED PLAT FENCE	IING TO CURVE SHER

NATHAN P. PERRET, FLA. CERT. NO. 6900

~6715

\_PG,\_\_-

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

# Exhibit "B" to the Resolution **EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 6th day of November, 2023 by Carlos and Kelly Lindo, with an address of 580 A1A N. Ponte Vedra Beach Blvd, 32082, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter called "Grantee".

#### WITNESSETH

That for and in consideration of the sum of Ten Dollars (\$10,00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

- 1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution & sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.
- TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do

not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

- (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 all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.
- (b) SEWER FORCE MAINS Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.
- 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.

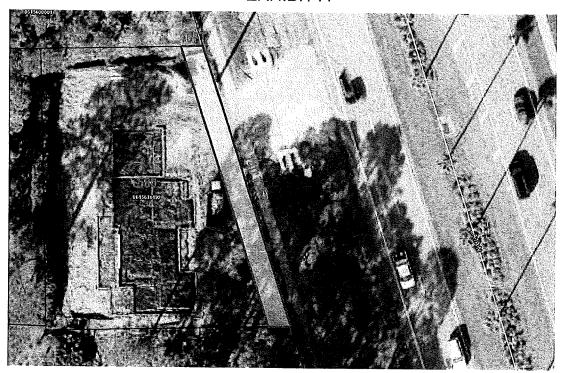
- 4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.
- 5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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:	
<del>U</del>	By: ( our M Killy Linds
Witness Signature	By: Control Kelly Lindo  Print Name: Corlos Lindo Kelly Lindo
Print Name 580 HIAN  Porteveara Beach Bu  Cambran Artagran	Title: Grantors Ld, Porte Veara Beach, FL 32082
Witness Signature	
Print Name 1580 ALAN Porteveaux a Beach	Bud, Pontevedra Beach, FL 32087
STATE OF FL. COUNTY OF Examinate	
	edged before me by means of Elphysical presence or
I online notarization, this day who is personally known to me or has produced	
(Notary Seal)	Notary Public:  My Commission Expires: 05   15   2015

# EXHIBIT "A" EASEMENT AREA

### **EXHIBIT A**

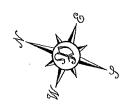


The easement is an area as seen above. It is a 10ft wide area that follows parallel to the East Lot line, from the North-East corner of the lot to the South-East corner.

A PORTION OF LOTS 19 AND 20, BLOCK 3, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

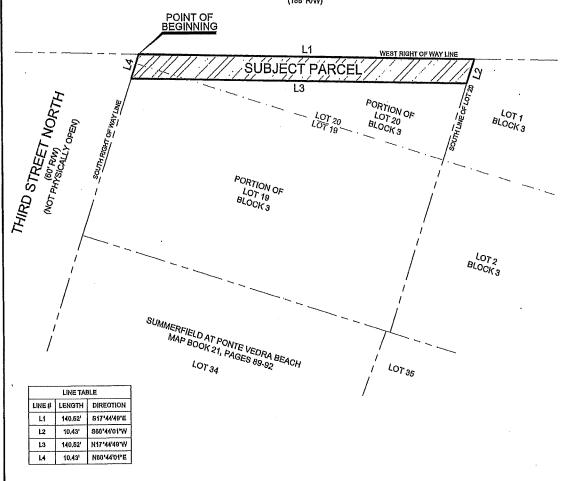
BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY) WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 188' RIGHT OF WAY); THENCE SOUTH 17°44'49" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 140,62 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 20; THENCE SOUTH 88\*44'01" WEST, DEPARTING SAID WEST RIGHT OF WAY LINE AND ALONG LAST SAID SOUTH LINE, A DISTANCE OF 10.43 FEET; THENCE NORTH 17°44'49" WEST, DEPARTING LAST SAID SOUTH LINE, A DISTANCE OF 140.52 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 88°44'01" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.



### STATE ROAD A-1-A

(PONCE DE LEON BLVD, PER PLAT)



# PERRET AND ASSOCIATES,

#### GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST RAW LINE OF STATE ROAD A-1-A AS 817'44'0'E, PER NADDA (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

1"=30" SCALE

POINT OF CURVATURE
POINT OF TANGERICY
POINT OF RAVERIES CURVE
POINT OF COMPOUND CURVE
POINT OF COMPOUND CURVE
PERMANENT REFERENCE MONUMENT
PERMANENT CONTROL POINT
BUILDING RESTRICTION LINE
CENTERLINE
CHAPL LINK FENCE
RIGHT-OF-WAY
OFFICIAL RECORDS BOOK
ON LINE
FINGINED FLOOR ELEVATION
419-201 11-17-2023 NATHAN P. PERRET, FLA. CERT. NO. 6900 DATE OF SKETCH

LEGEND

RADIUS
DELTA (CENTRAL ANGLE)
ARO LENGTH
CHORD BEARING
CHORD BEARING
LINE RADIAL TO CURVE
AIR CONDITIONER
CONCRETE
FOUND
IRON PIPE
MEASURED
DEED
CALCILATED
PJAT

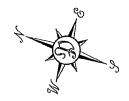


NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2021-1959-12

A PORTION OF LOTS 19 AND 20, BLOCK 3, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

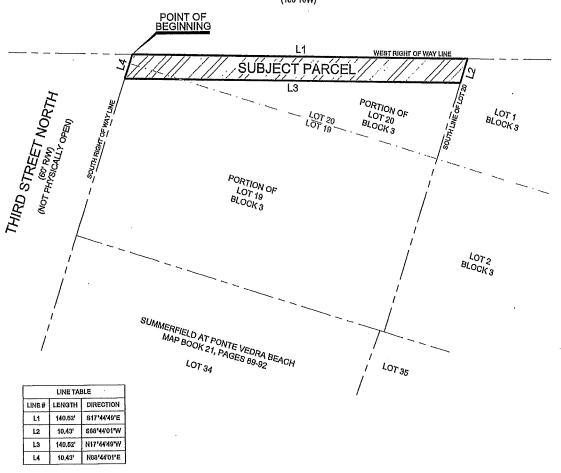
BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY) WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 188' RIGHT OF WAY); THENCE SOUTH 17\*44'49" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 140.52 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 20; THENCE SOUTH 88°44'01" WEST, DEPARTING SAID WEST RIGHT OF WAY LINE AND ALONG LAST SAID SOUTH LINE, A DISTANCE OF 10.43 FEET; THENCE NORTH 17°44'49" WEST, DEPARTING LAST SAID SOUTH LINE, A DISTANCE OF 140.52 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 88°44'01" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.



### STATE ROAD A-1-A

(PONCE DE LEON BLVD, PER PLAT) (1881 RW)



# PERRET AND ASSOCIATES,

#### **GENERAL NOTES:**

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST RW LINE OF STATE ROAD A-1-A AS S17'44'9'E, PER NADIS (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

TOLLEO HOAD, DAONOOHVILLE, I LONIDA DELOI (001) GGG GGG
P.O. POINT OF CURVATURE P.T. POINT OF TANGENCY P.C. POINT OF TOWN OF COMPOUND CURVE P.C. P.

NATHAN P. PERRET, FLA. CERT. NO. 6900



NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2021-1959-12

DATE OF SKETCH

## Exhibit "C" to the Resolution **EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 20 day of November, 2023 by ATA Capital LLC, with an address of 1419 4<sup>th</sup> Ave N, Jacksonville Beach, FL 32250, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter called "Grantee".

#### WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system & sewer force mains, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do

not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

- (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 all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.
- (b) SEWER FORCE MAINS Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.
- 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:	
43	By: /
Witness Signature	
	Print Name: ROSS FANTI
B4N FINCONIA	
Print Name 1419 4th rue N	TitleMANAGING MEMBER
Print Name 1419 4th Ave N Jack so while Beach	. 42.322.50
Witness Signature	
Print Name Wig Um true N	
Jack somme Beach	FI 30250
number 1	
STATE OF Florida COUNTY OF Stylonors	
COUNT OF COLUMN 2	
□ online notarization, this 20 <sup>+1</sup>	ledged before me by means of physical presence or day of Novermore, 2003, by
who is personally known to me or has produce	d as identification,
who is personally known to me or has produce	as identification.
	De a a Da
	Notary Public: (May M Kine
(Notary Seal)	My Commission Expires: 3/6/24
	·

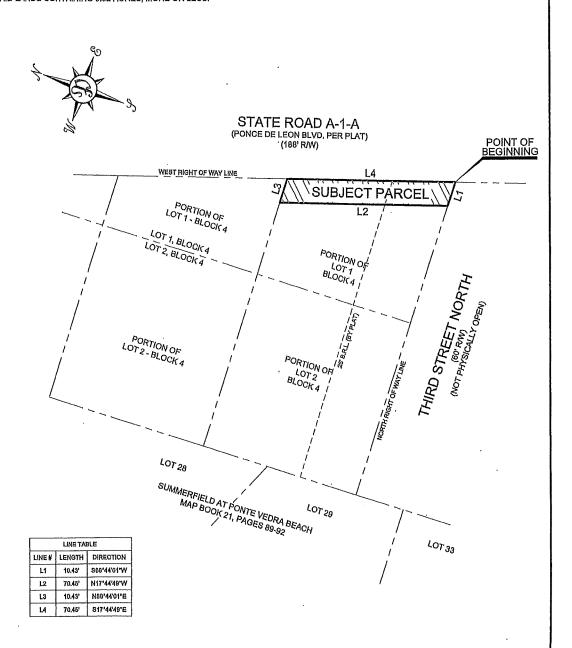
CINDY M. LOWE
MY COMMISSION # GG 956136
EXPIRES: February 6, 2024
Bonded Thru Notary Public Underwriters

# EXHIBIT "A" EASEMENT AREA

A PORTION OF LOT 1, BLOCK 4, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY) WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 188' RIGHT OF WAY); THENCE SOUTH 80"44'01" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 10.43 FEET; THENCE NORTH 17"44'49" WEST, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 70.45 FEET; THENCE NORTH 80"44'01" EAST, A DISTANCE OF 10.43 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 17"44'49" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 70.45 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0,02 ACRES, MORE OR LESS.



# PERRET AND ASSOCIATES, INC.

#### GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE WSET RAY LINE OF STATE ROAD A-1-A AS 817"44'9"E, PER NADS (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY,
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEIAR F.LR.M. MAP STATUS FOR THE LIPE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, BUNYEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

(CELLO	ROAD, JACKSONVILLE, FL	LORIDA 32207 ~ (90	J4) 805-003 <sup>(</sup>	0 ′
P.C. P.T. P.R.C. P.C.C. P.R.M. P.C.P. B.R.L.	POINT OF CURVATURE POINT OF TANGENCY POINT OF REVERSE CURVS POINT OF COMPOUND CURVS PERMANENT CONTROL POINT PERMANENT CONTROL POINT BUILDING RESTRICTION LINS	LEGEND ·	R A D A O D A O C C O C (R) A C	RADIUS DELTA (CENTRAL ANGLE) ARO LENGTH CHORD BEARING LINE RADIAL TO CURVE AIR CONDITIONER
CAL O.L.F. RAY O.R.B. OAL F.F.E.	CENTERLINE CHAIN LINK FENCE RIGHT-OF-WAY OFFICIAL RECORDS BOOK ON LINE BREAK LINE FINISHED FLOOR ELEVATION		CONC. FD. I.P. (M)	CONCRETE FOUND IRON PIPE MEASURED DEED CALCULATED PLAT
	11-16-2023	NATUAN D DEDDE	T ELA CEL	FENCE

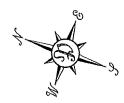
LB ~ 6715

F.B. \_ \_ PG. \_ -

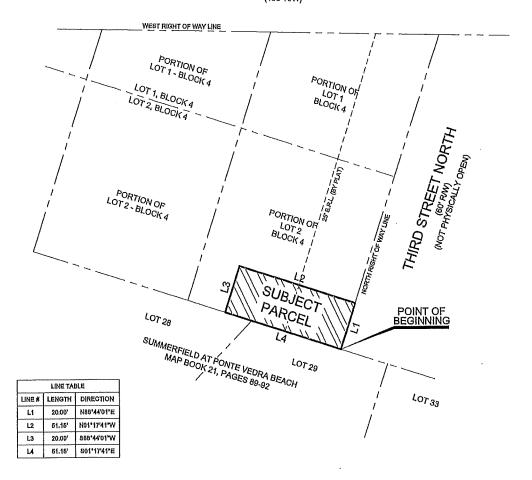
A PORTION OF LOT 2, BLOCK 4, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 88"44"01" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 01"17"41" WEST, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 51.15 FEET; THENCE SOUTH 88"44"01" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 01"17"41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 51.16 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.02 ACRES, MORE OR LESS.



STATE ROAD A-1-A (PONCE DE LEON BLVD, PER PLAT) (188' R/W)



# PERRET AND ASSOCIATES, INC.

11-16-2023

DATE OF SKETCH

#### GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RW LINE OF THIRD STREET NORTH AS NOW-101'S, PER NADBA (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ADSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

		LEGEND		
P.O.	POINT OF CURVATURE		8	RADIUS
P.T.	POINT OF TANGENCY		Äαp	DELTA (CENTRAL ANGLE)
P.R.C.	POINT OF REVERSE CURVE		Volr	ARO LENGTH
P.C.C.	POINT OF COMPOUND CURVE		COCH	CHORD
P.R.M.	PERMANENT REFERENCE MONUMENT		CB	CHORD BEARING
P.O.P.	PERMANENT CONTROL POINT			LINE RADIAL TO CURVE
B.R.L.	BUILDING RESTRICTION LIKE		(R). A/G	AIR CONDITIONER
C/L	CENTERLINE		CONO.	
O.L.F.	OHAIN LINK FENCE			CONCRETE
RWY	RIGHT-OF-WAY		FD.	FOUND
O.R.B.	OFFICIAL RECORDS BOOK		į.P.	IRON PIPE
O/L	ONLINE		.\!\!	MEASURED
- <del></del>	BREAK LINE		(C)	DEED
F.F.E.	FINISHED FLOOR ELEVATION		A (C)	CALCINATED
				PLAT
SCALE.	1"=30'	$\sim$ $^{\prime}$	/ /—×—	FENCE
		1	/	



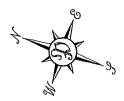
NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO.

NATHAN P. PERRET, FLA. CERT. NO. 6900

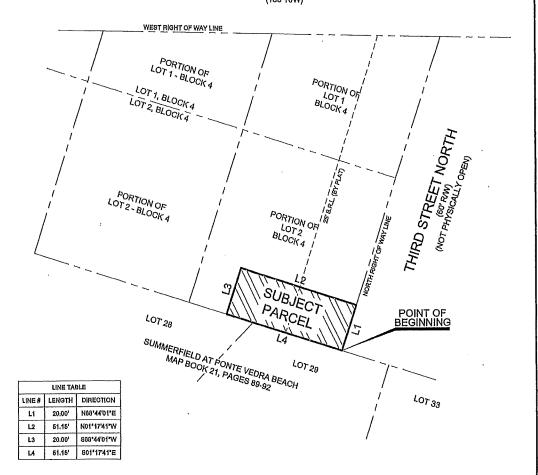
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SAID LANDS CONTAINING 0.02 ACRES, MORE OR LESS.



STATE ROAD A-1-A (PONCE DE LEON BLVD, PER PLAT) (188' RW)



# PERRET AND ASSOCIATES, INC

#### GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RAY LINE OF THIRD STREET NORTH AS N88-4/01\*F, PER NADA (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

CELLO	ROAD, JACKSONVILLE, FL	ORIDA 32207 ~ (90	<u> 805-003 (44)</u>	0 '
P.G. P.T. P.R.O. P.G.G. P.G.P. B.R.L. CA. CL.F. RW O.R.B. OA. F.F.E. SCALE	POINT OF CUTIVATURE POINT OF TANGENCY POINT OF REVERBE CURVE POINT OF COMPOUND CURVE POINT OF COMPOUND CURVE PERMANENT REFERENCE MONUMENT PERMANENT CONTROL POINT BUILDING RESTRICTION LINE CENTERLUNE CHAPIL LINK FERCE RUCHT-OF-WAY OFFICIAL RECORDS BOOX ON LINE PRISHED FLOOR ELEVATION  1"=30"  11-16-2023	LEGEND	RAOY D AOY L CON CH CB (R) AON CO CON (C) FD. ((0) (0) (0)	RADRUS DELTA (CENTRAL ANGLE) ARG LENGTH CHORD ENGENERATIO LINE RADRAL TO CURVE AIR CONDITIONER CONCRETE FOUND IRON PIPE MEASURED DEED CALCULATED PLAT FENCE

NATHAN P. PERRET, FLA. CERT. NO. 6900

~ 6715

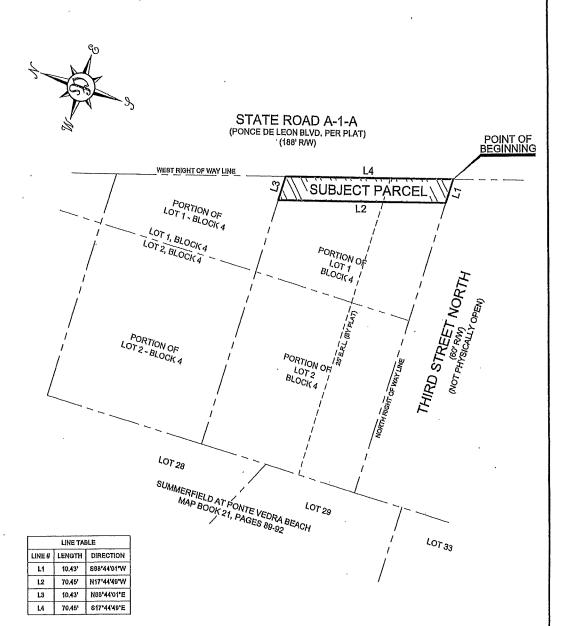
2021-3880-5

F.B. - PG. -

A PORTION OF LOT 1, BLOCK 4, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LANDS CONTAINING 0.02 ACRES, MORE OR LESS.



### PERRET AND ASSOCIATES, INC.

#### GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE WSET RAY LINE OF STATE ROAD A-1-A AS S17'4449'E, PER NADDS (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA FJ.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, BURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

		15
P.C.	POINT OF CURVATURE	
P.Y.	POINT OF TANGENCY	
P.R.O.	POINT OF REVERSE CURVE	
P.C.C.	POINT OF COMPOUND CURVE	
P.R.M.	PERMANENT REFERENCE MONUMENT	
P.C.P.	PERMANENT CONTROL POINT	
B.R.L.	BUILDING RESTRICTION LIKE	
CA.	CENTERLINE	
O.L.F.	CHAIN LINK FENCE	
F/W	RIGHT-OF-WAY	
O.R.B.	OFFICIAL RECORDS BOOK	
O/L	ON LINE	
	BREAK LINE	
F.F.E.	FINISHED FLOOR ELEVATION	
SCALE	1"=30"	_
SUALE,	1 -00	-

11-16-2023

DATE OF SKETCH

R RADIUS

APPL DELTA (CENTRAL ANGLE)
APPL AROLENGTH

(H) CONC., AROLENGTH
AR



### Exhibit "D" to the Resolution

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

Project:	PINNACLE A1A LOT	
ATA CAPITAL	, LLC, 1419 4TH AVE N, JACK	SONVILLE BEACH, FL 32250
Owners Name for and in consideration, sells, transfers	and Address, (the "Seller") sideration of the sum of Ten and the receipt and sufficiency of w	d No/100 Dollars (\$10) and other good and valuable which is hereby acknowledged, hereby grants, bargains, aty, Florida, a political subdivision of the State of Florida
	x-Schedule of Values" for the peription listed on the "Release of	roject listed above. ( <i>Note: The description listed should</i> of Lien")
successors and free of all encu	l assigns, that it is lawful owner ambrances; that it has good righ	nd assigns, covenant to and with St. Johns County and its of said personal property; that the personal property is its to sell the same; and that it will warrant and defend the il claims and demands of all persons.
IN WITNESS its duly author	WHEREOF, the Seller has ca ized office on this <u>28 111</u> of 1	nused this instrument to be duly executed and delivered by NOVEW BER_, 20_13
WITNESS:	Jach	OWNER:
Witness Signa	atterson	Owner Signature  Ross Fan 71
Witness Print	Name	Ówner Print Name
STATE OF	FLORIDA	
COUNTY OF	ST. JOHNS	
online notariza	ation, this $28TH$ day of No	before me by means of X physical presence or
ATA CA	PITAL, LLC	Katherine of Pearsall  Notary Public  My Commission Expires 10 2 10 2026
•	own or Produced Identification fication Produced	My Commission Expires: JAN 18, 2025

KATHERINE PEARSALL
MY COMMISSION # HH 081503
EXPIRES: January 18, 2025
Bonded Thru Notary Public Underwriters

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

Project Name:

Pinnacle A1A Lot

Contractor:

Atlantic Site & Marine, Inc.

Developer: ATA Capital, LLC						
	UNIT	QUANITY	UN	NIT COST	ТО	TAL COST
Water Mains (Size, Type & Pipe Class	)					
4" DR 11 HDPE Pipe	LF	288	\$	11.15	\$	3,211.20
4" C900 DR 18 PVC Pipe	LF	189	\$	6.86	\$	1,296.54
2" SDR 9 Blue Poly Pipe	LF	131	\$	2.53	\$	331.43
	LF		\$	_	\$	-
	LF		\$	-	\$	_
Water Valves (Size and Type)						
4" MJ Gate Valve (Tapping Valve)	Ea	1	\$	875.05	\$	875.05
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	_	\$	-
Hydrants Assembly (Size and Type)					<u> </u>	
2" Flushing Hydrant Assembly	Ea	2	\$	1,397.50	\$	2,795.00
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
Sevices (Size and Type)	· · · · · · · · · · · · · · · · · · ·					
1" Water Meter Box/Service	Ea	3	\$	417.91	\$	1,253.73
	Ea		\$	-	\$	-
	Ea		\$	~	\$	_
	Ea		\$		\$	-
	I	Total	Water	System Cost	\$	9,762.95

#### ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT **SCHEDULE OF VALUES - SEWER** Project Name: Pinnacle A1A Lot Contractor: Atlantic Site & Marine, Inc. Developer: ATA Capital, LLC UNIT QUANITY UNIT COST TOTAL COST Force Mains (Size, Type & Pipe Class) 2" SDR 9 Poly Pipe LF 663 \$ 2,53 \$ 1,677.39 LF \$ \$ LF \$ \$ LF \$ \$ LF \$ \$ \_ Sewer Valves (Size and Type) 2" Emergency Pump Out (2" GV w/ Box & Cover) Ea \$ 1,201.86 2 600.93 2" FM Sewer Service (2" GV Box & Cover) Ea 3 997.60 \$ 2,992.80 \$ 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 EΑ 1 \$ 5,418.14 \$ 5,418.14 6-8 foot deep EΑ \$ \$ 8-10 foot deep EΑ \$ \$ 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

\$

11,290.19

### Exhibit "E" to the Resolution



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

The undersigned lienor, in consideration of the sum		···
hereby waives and releases its lien and right to claim a l Water labor, services or materials furnished through	lien for Water, Sewer, and Reclaimed	
November 28 2023 to ATA CAPITA  Date (Developer's/Owner's	AL, LLC s Name)	
to the following described property;		
"SEE EXHIBIT A SCHEDULE OF VALUES	FOR	
PINNAUE ALA LOT		
PROJECT NAME  Note: The description listed should match the description	on listed on the "Bill of Sale".	
The waiver and release does not cover any rete the date specified.	ention or labor, services, or materials furnished a	ıfter
IN WITNESS WHEREOF, the Lienor has calculy authorized office on this 28 Th. 2023	aused this instrument to be duly executed and deduced this instrument.	livered by its
WITNESS:  Witness Signature  Lay Matterson  Print Witness Name	CONTRACTOR: Lienor's Signature Print Lienor's Name	
STATE OF FLORIDA COUNTY OF ST. JOHN S		
The foregoing instrument was acknowledged b	pefore me by means of physical presence or □	online
notarization, this 28 TH		23_, by
WILL ENGUSH	asCED	for
ATLANTIC SITE & MARINE	Kolherine & Pearse Notary Public My Commission Expires:	all
Personally Known or Produced Identification Type of Identification Produced	KATHERINE PEARSALI	

MY COMMISSION # HH 081503
EXPIRES: January 18, 2025
Bonded Thru Notary Public Underwriters

### ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT

### SCHEDULE OF VALUES - WATER

Project Name:

Pinnacle A1A Lot

Contractor:

Atlantic Site & Marine, Inc.

Developer

Developer:	ATA Capital, LLC					
	UNIT	QUANITY	UN	VIT COST	TO	TAL COST
Water Mains (Size, Type & Pipe Class	s)					
4" DR 11 HDPE Pipe	LF	288	\$	11.15	\$	3,211.20
4" C900 DR 18 PVC Pipe	LF	189	\$	6.86	\$	1,296.54
2" SDR 9 Blue Poly Pipe	LF	131	\$	2.53	\$	331.43
	LF		\$	-	\$	-
	LF		\$	-	\$	-
Water Valves (Size and Type)						
4" MJ Gate Valve (Tapping Valve)	Ea	1	\$	875.05	\$	875.05
	Ea		\$	-	\$	_
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	_	\$	-
Hydrants Assembly (Size and Type)						
2" Flushing Hydrant Assembly	Ea	2	\$	1,397.50	\$	2,795.00
	Ea		\$	-	\$	-
	Ea		\$	-	\$	_
Sevices (Size and Type)						
1" Water Meter Box/Service	Ea	3	\$	417.91	\$	1,253.73
	Ea		\$	-	\$	_
	Ea		\$	-	\$	-
	Ea		\$	_	\$	-
	Total Water System Co			System Cost	\$	9,762.95

#### ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - SEWER Project Name: Pinnacle A1A Lot Contractor: Atlantic Site & Marine, Inc. Developer: ATA Capital, LLC UNIT QUANITY **UNIT COST** TOTAL COST Force Mains (Size, Type & Pipe Class) 2" SDR 9 Poly Pipe LF 663 \$ 2.53 \$ 1,677.39 LF \$ \$ LF \$ \$ LF \$ \$ \$ \$ LF -Sewer Valves (Size and Type) 2" Emergency Pump Out (2" GV w/ Box & Cover) Ea 1,201.86 2 \$ 600.93 2" FM Sewer Service (2" GV Box & Cover) Ea \$ 997.60 \$ 3 2,992.80 Ea \$ \$ Ea \$ \$ -Ea \$ \$ Gravity Mains (Size, Type & Pipe Class) LF \$ \$ LF \$ \$ -LF \$ \$ LF \$ \$ --Laterals (Size and Type) EΑ \$ \$ \_ EA \$ \$ EA \$ \$ -EΑ \$ \$ Manholes (Size and Type) 4-6 foot deep EA 1 \$ 5,418.14 \$ 5,418.14 6-8 foot deep EA \$ \$ 8-10 foot deep EA \$ \$ \_ 10-12 foot deep EA \$ \$ > 12 foot deep EΑ \$ \$ ~ \$ \$ \$ \$ \_ Lift Station Mechanical Equipment Lump Sum \$ \$ -Process Piping Lump Sum \$ \$ \_ Process Structure Lump Sum \$ \$

Lump Sum

Lump Sum

Process Electrical Equipment

Other Improvements

-

11,290.19

-

\$

\$

\$

\$

Total Sewer System Cost

#### Exhibit "F" to the Resolution

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

· <del>·····</del>	<del></del>
Date:	11/27/23
Project Title:	Pinnacle Ala Lot
FROM:	Attantic Site + Marine, Inc.
	Contractor's Name
Address:	5159 Thorden Rd.
	Jacksonville, FL 32207
	·
TO:	St. Johns County Utility Department
10.	Post Office Box 3006
	St. Augustine, Florida 32085
The undersign	ned warrants all its work performed in connection with the above project to be free from al
defects in mat	terial and workmanship for a period of (1) year from the date of acceptance of the project
by St. Johns C	County and agrees to remedy all defects arising with that period at its expense.
The term defe	ects shall not be construed as embracing damage arising from misuse, negligence, Acts of
	wear and tear or failure to follow operating instructions.
Contractor:	
1	Matterson 1Por Pre-Construction Cay Until
Print Contract	tor's Name Contractor's Signature
	Contractor of Orginator
STATE OF	FLORIDA
COUNTY OF	
COUNTION	
The foregoing	g instrument was acknowledged before me by means of physical presence or
	zation, this 27th day of NOVEMBER, 2023, by
	atterson as VP of Preconstruction for
	Site & Marine.
	.00
	KATHERINE PEARSALL ROTHER HUNGERS Notary Public
	MY COMMISSION # HH 081503 Notary Public EXPIRES: January 18, 2025 My Commission Expires: 141, 18, 2025
18.05. EF61.	Bonded Thru Notary Public Underwriters

Personally Known or Produced Identification Type of Identification Produced



#### Exhibit "G" to the Resolution

# ST. JOHNS COUNTY UTILITIES

1205 State Road 16 St. Augustine, Florida 32084

#### INTEROFFICE MEMORANDUM

TO:

David Kaufman, Real Estate Manager

FROM:

Melissa Caraway, Utility Review Coordinator

DATE:

September 23, 2024

SUBJECT:

Pinnacle A1A (ASBULT 2024000085)

St. Johns County Utility Department has reviewed and approved the Easements, 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 Pinnacle A1A.

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.

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

PINNACLE A1A LOT PROJECT: ATA CAPITAL, LLC, 1419 4TH AVE N, 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 28th of NOVEMBER, 2013. WITNESS: OWNER: Owner Signature Witness Signature Witness Print Name FLORIDA STATE OF ST. JOHNS COUNTY OF The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 28th day of NOVEWNBER, 2023, by FANTI as MANAGING MEMBER ATA CAPITAL, NL Notary Public My Commission Expires: JAN 18. 2025 Personally Known or Produced Identification Type of Identification Produced

KATHERINE PEARSALL
MY COMMISSION # HH 081503
EXPIRES: January 18, 2025
Bonded Thru Notary Public Underwriters



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

The undersigned lienor, in consideration of the sum  \$ 21,053.14
hereby waives and releases its lien and right to claim a lien for Water, Sewer, and Reclaimed Water labor, services or materials furnished through
NOVEMBER 28 2023 to ATA CAPITAL, LLC Date (Developer's Name)
to the following described property:
"SEE EXHIBIT A SCHEDULE OF VALUES FOR
PINNACLE ALA LOT
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 28 Th day of NOVEWBER,
WITNESS? CONTRACTOR:
Witness Signature  Lienor's Signature  Lienor's Name  Lienor's Name  Lienor's Name
STATE OF FURIDA COUNTY OF _ST. JOHN S
The foregoing instrument was acknowledged before me by means of Aphysical presence or online notarization, this
ATLANTIC SITE & MARINE Holherine & Peausall Notary Public
Personally Known or Produced Identification Type of Identification Produced  KATHERINE PEARSALL  MY COMMISSION # HH 081503

EXPIRES: January 18, 2025 Bonded Thru Notary Public Underwriters

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

Date:	11/27/23	
Project Title:		
FROM:	Attantic Site & Marine, Inc.	
	Contractor's Name	
Address:	5159 Thorden Rd.	
	Jacksonville, FL 32207	
TO:	St. Johns County Utility Department	
	Post Office Box 3006	
	St. Augustine, Florida 32085	
The undersign	gned warrants all its work performed in connection with the above project to be free	from all
defects in mat	aterial and workmanship for a period of (1) year from the date of acceptance of the p	oroject
by St. Johns C	County and agrees to remedy all defects arising with that period at its expense.	
	fects shall not be construed as embracing damage arising from misuse, negligence, A	Acts of
God, normal v	l wear and tear or failure to follow operating instructions.	
Contractor:		
Of the	Mostly cran 11 or Dea Construction / In Mitty	
Print Contract	Motterson Por Pre-Construction Las Units  ctor's Name Contractor's Signature	
STATE OF	FLORIDA	
COUNTY OF		
0001111 01		
The foregoing	ng instrument was acknowledged before me by means ofX physical presence or	•
on-line notariz	rization, this 27th day of NOVEWBER, 2023, by	
	Vatterson as VP of Preconstruction for	
	ic Site & Marine.	
	40 90 0	$\cap$
	KATHERINE PEARSALL Patherine of Faise	L
	MY COMMISSION # HH 081503  Notary Public  EXPIRES: January 18, 2025  My Commission Expires: 141, 1920	75
W.OF FLOW	8 Bonded Thru Notary Public Underwriters	Marin annual

Personally Known or Produced Identification Type of Identification Produced

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

Project Name:

Pinnacle A1A Lot

Contractor:

Atlantic Site & Marine, Inc.

Developer:	ATA Capital, LLC					
	UNIT	QUANITY	UN	NIT COST	TO	TAL COST
Water Mains (Size, Type & Pipe Class)						
4" DR 11 HDPE Pipe	LF	288	\$	11.15	\$	3,211.20
4" C900 DR 18 PVC Pipe	LF	189	\$	6,86	\$	1,296.54
2" SDR 9 Blue Poly Pipe	LF	131	\$	2.53	\$	331.43
	LF		\$	-	\$	<b>—</b>
/	LF		\$	-	\$	_
Water Valves (Size and Type)						
4" MJ Gate Valve (Tapping Valve)	Ea	1	\$	875.05	\$	875.05
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	_	\$	-
	Ea		\$	-	\$	_
Hydrants Assembly (Size and Type)		• 11 11 11 11 11 11 11 11 11 11 11 11 11				
2" Flushing Hydrant Assembly	Ea	2	\$	1,397.50	\$	2,795.00
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
Sevices (Size and Type)						
1" Water Meter Box/Service	Ea	3	\$	417.91	\$	1,253.73
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
		Total	Water	System Cost	\$	9,762.95

#### ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT **SCHEDULE OF VALUES - SEWER** Project Name: Pinnacle A1A Lot Contractor: Atlantic Site & Marine, Inc. Developer: ATA Capital, LLC UNIT QUANITY UNIT COST TOTAL COST Force Mains (Size, Type & Pipe Class) 2" SDR 9 Poly Pipe LF 663 \$ 2,53 \$ 1,677.39 LF \$ \$ LF \$ \$ LF \$ \$ LF \$ \$ \_ \_ Sewer Valves (Size and Type) 2" Emergency Pump Out (2" GV w/ Box & Cover) Ea 1,201.86 2 \$ 600.93 2" FM Sewer Service (2" GV Box & Cover) Ea 3 \$ 2,992.80 \$ 997.60 Ea \$ \$ Ea \$ \$ -~ Ea \$ \$ Gravity Mains (Size, Type & Pipe Class) LF \$ \$ LF \$ \$ \_ LF \$ \$ LF \$ \$ \_ Laterals (Size and Type) EΑ \$ \$ \_ EΑ \$ \$ EA \$ \$ -EA \$ \$ Manholes (Size and Type) 4-6 foot deep EA 1 \$ 5,418.14 \$ 5,418.14 6-8 foot deep EA \$ \$ 8-10 foot deep EA \$ \$ -\_ 10-12 foot deep EΑ \$ \$ > 12 foot deep EA \$ \$ \$ \$ \$ \$ Lift Station Mechanical Equipment Lump Sum \$ \$ -Process Piping Lump Sum \$ \$ \_ Process Structure Lump Sum \$ \$ Process Electrical Equipment Lump Sum \$ \$

Lump Sum

\$

Total Sewer System Cost

Other Improvements

\$

11,290.19

#### ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - RECLAIMED WATER Project Name: Pinnacle A1A Lot Atlantic Site & Marine, Inc. Contractor: Developer: ATA Capital, LLC UNIT **QUANITY UNIT COST** TOTAL COST Reuse Mains (Size, Type & Pipe Class) LF \$ \$ \$ LF \$ LF \$ \$ LF \$ \$ \$ \$ LF -Reuse Valves (Size and Type) Ea \$ \$ \$ Ea Ea \$ \$ \$ \$ Ea \$ Ea \$ Sevices (Size and Type) Ea \$ \$ \$ Ea \$ Ea \$ \$ Ea \$ \$

Total Reuse System Cost

#### EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 20 day of November, 2023 by ATA Capital LLC, with an address of 1419 4<sup>th</sup> Ave N, Jacksonville Beach, FL 32250, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter called "Grantee".

### WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system & sewer force mains, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do

not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

- (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 all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.
- (b) SEWER FORCE MAINS Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.
- 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:	
F	By: 123
Witness Signature	
FIRM Pinkanja	Print Name: ROSS FANTI
Print Name	TitleMANAGING MEMBER
Witness Signature  Witness Signature  Amberly 6 Corman	THOUSANA MEMBER
Print Name	
STATE OF Florida COUNTY OF St. Johns	
The foregoing instrument was acknowled on line notarization, this with definition on behalf who is personally known to me or has produced	edged before me by means of physical presence or ay of November , 2027, by of ATA Capital LLC , as identification.
(Notary Seal)	Notary Public: Way M Have My Commission Expires: 3/4/24
CINDY M. LOWE MY COMMISSION # GG 956136 EXPIRES: February 6, 2024 Bended Thru Notary Public Underwriters	

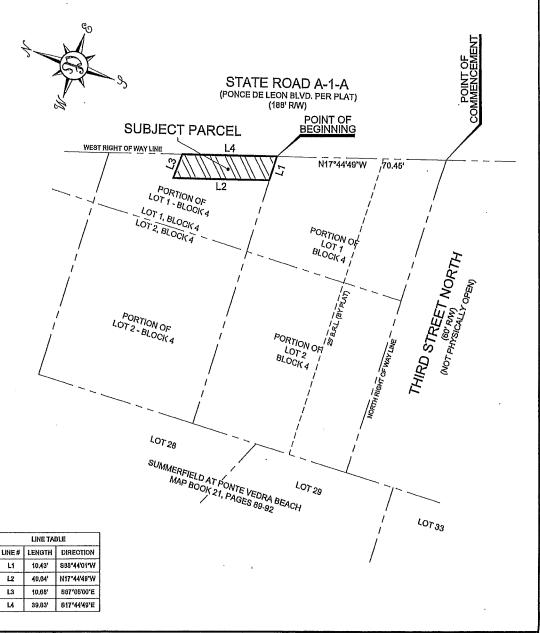
# EXHIBIT "A"

## EASEMENT AREA

A PORTION OF LOT 1, BLOCK 4, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY) WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 188' RIGHT OF WAY); THENCE NORTH 17°44'49" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 70.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°44'01° WEST, DEPARTING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 10.43 FEET; THENCE NORTH 17°44'49" WEST, A DISTANCE OF 40.64 FEET; THENCE SOUTH 87°05'00" EAST, A DISTANCE OF 10.68 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 17°44'49° EAST, A DISTANCE OF 39.83 FEET TO THE POINT OF BEGINNING.

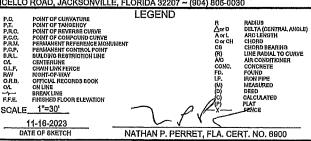
SAID LANDS CONTAINING 0.01 ACRES, MORE OR LESS.



### INC. 1484 MONTICELLO ROAD, JACKSONVILLE,

#### GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE WEST RW LINE OF STATE ROAD A-1-A AS S17'4449'E, PER NADS3 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

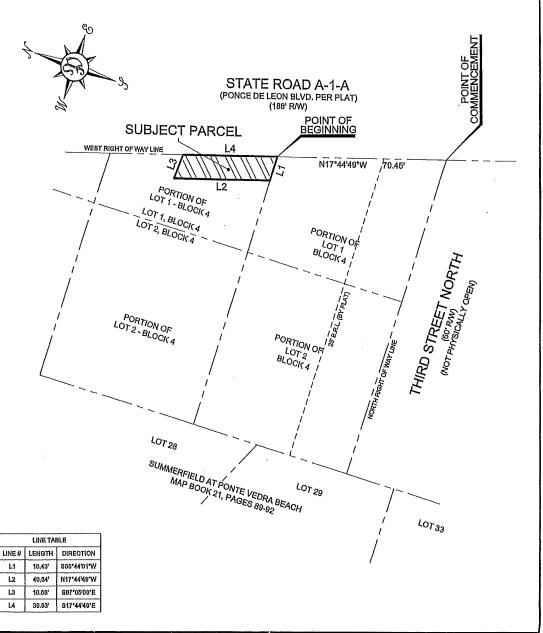




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COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY) WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 188' RIGHT OF WAY); THENCE NORTH 17\*44'49" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 70.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88\*44'01" WEST, DEPARTING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 10.43 FEET; THENCE NORTH 17\*44'49" WEST, A DISTANCE OF 40.64 FEET; THENCE SOUTH 87\*05'00" EAST, A DISTANCE OF 10.68 FÉET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 17\*44'49" EAST, A DISTANCE OF 39.63 FEET TO THE POINT OF BEGINNING.

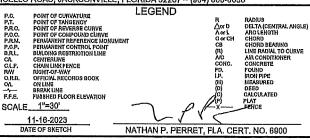
SAID LANDS CONTAINING 0.01 ACRES, MORE OR LESS.



# PERRET AND ASSOCIATES, INC.

#### GENERAL NOTES;

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST RW LINE OF STATE ROAD A-1-A AS S17"4449"C, PEN NADB3 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA FAIR.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE,





F.B.\_\_\_\_PG.\_\_-

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

#### EASEMENT FOR UTILITIES

### 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 and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do

not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

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- (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 all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.
- (b) SEWER FORCE MAINS Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.
- 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.

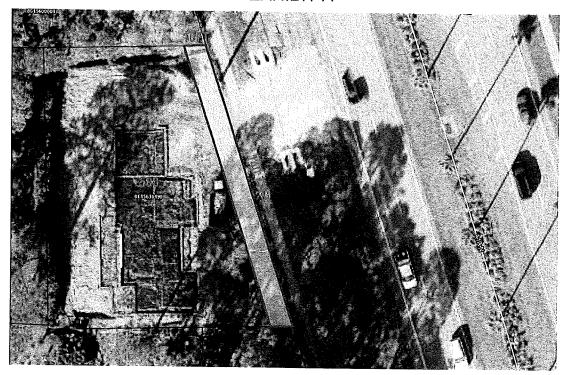
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered	
In the presence of:	
47	n Control C Kill Line
Witness Signature	By: 100 100 100 100 100 100 100 100 100 10
and the state of t	Print Name: Carlos Lindo Kelly Lind
Print Name	Title: Grantors
Carron Artyran Witness Signature	
Carneran Fragrett Print Name	
STATE OF FL COUNTY OF GEMINOR	
The foregoing instrument was acknowle online notarization, this day day on behalf who is personally known to me or has produced	of Acros as identification.
(Notary Seal)  Notary Public State of Florida  Michael Pryor  My Commission HH 133970  Expires 05/25/2025	Notary Public:  My Commission Expires: 05/05/10025

# EXHIBIT "A"

# EASEMENT AREA

# **EXHIBIT A**



The easement is an area as seen above. It is a 10ft wide area that follows parallel to the East Lot line, from the North-East corner of the lot to the South-East corner.

A PORTION OF LOTS 19 AND 20, BLOCK 3, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

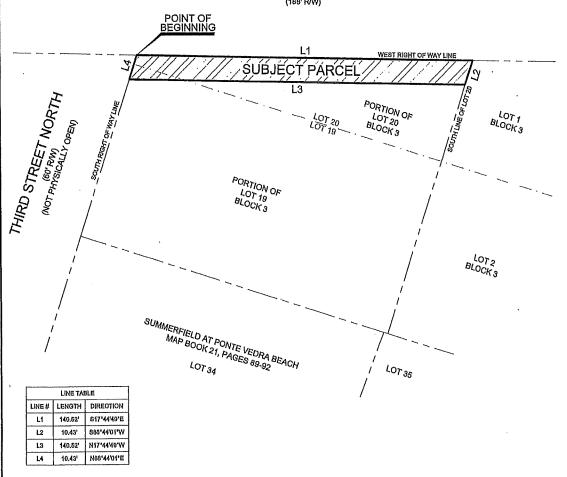
BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY) WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 188' RIGHT OF WAY); THENCE SOUTH 17\*44'49" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 140.62 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 20; THENCE SOUTH 88°44'01" WEST, DEPARTING SAID WEST RIGHT OF WAY LINE AND ALONG LAST SAID SOUTH LINE, A DISTANCE OF 10.43 FEET; THENCE NORTH 17°44'49" WEST, DEPARTING LAST SAID SOUTH LINE, A DISTANCE OF 140.52 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 88\*44'01" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.



## STATE ROAD A-1-A

(PONCE DE LEON BLVD, PER PLAT) (188' R/W)



# PERRET AND ASSOCIATES, 1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030

11-17-2023

#### GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST RAY LINE OF STATE ROAD A-1-A AS \$17'44'0'E, PER NADOS (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY BHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

iLE)
/E.,
•

NATHAN P. PERRET, FLA. CERT. NO. 6900



\_PG.\_\_<del>-</del>\_

A PORTION OF LOTS 19 AND 20, BLOCK 3, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

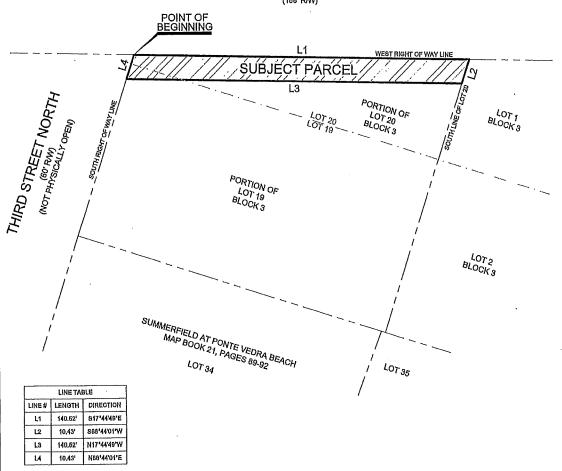
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SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.



## STATE ROAD A-1-A

(PONCE DE LEON BLVD, PER PLAT) (188' RW)



# PERRET AND ASSOCIATES,

### GENERAL NOTES;

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST RW LINE OF STATE ROAD A-1-A AS S17'-44'0'E, PER NADOS (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE,

P.O.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.R.C.	POINT OF REVERSE CURVE
P.O.C.	POINT OF COMPOUND CURVE
P.R.M.	PERMANENT REFERENCE MONU
P.C.P.	PERMANENT CONTROL POINT
B.R.L.	BUILDING RESTRICTION LINE

BUILDING RESTRICTION LINE CENTERUNE CHAIN LINK FENCE RIGHT-OF-WAY OFFICIAL RECORDS BOOK ON LINE BREAK LINE FIRISHED FLOOR ELEVATION 1"=30" SCALE

LEGEND RADIUS
DELTA (CENTRAL AYGLE)
ARG LENGTH
CHORD
CHORD BEARING
LINERADIAL TO CURVE
AIR CONDITIONER
CONORDET
FOUND
INON PIPE
NEASURED
DEED
CALCULATED
PLAT



11-17-2023 NATHAN P. PERRET, FLA. CERT, NO. 6800 DATE OF SKETCH

#### EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 20 day of November, 2023 by ATA Capital LLC, with an address of 1419 4<sup>th</sup> Ave N, Jacksonville Beach, FL 32250, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter called "Grantee".

#### WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system & sewer force mains, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do

not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

- (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 all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.
- (b) SEWER FORCE MAINS Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.
- 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:	
F	By: 12/2
Witness Signature	V
BUN TINCONON	Print Name: ROSS FANTI
Print Name	TitleMANAGING MEMBER
Withess Signature  Limberly G. Cauman  Print Name	,
STATE OF Florida COUNTY OF St. Johns	
The foregoing instrument was acknowled online notarization, this who is personally known to me or has produced	edged before me by means of physical presence or ay of November, 2003, by of ATA Copital LLC, as identification.
(Notary Seal)	Notary Public: Wald M Mile My Commission Expires: 2/6/24
CINDY M. LOWE MY COMMISSION # GG 956136 EXPIRES: February 6, 2024 Bonded Thru Notary Public Underwriters	

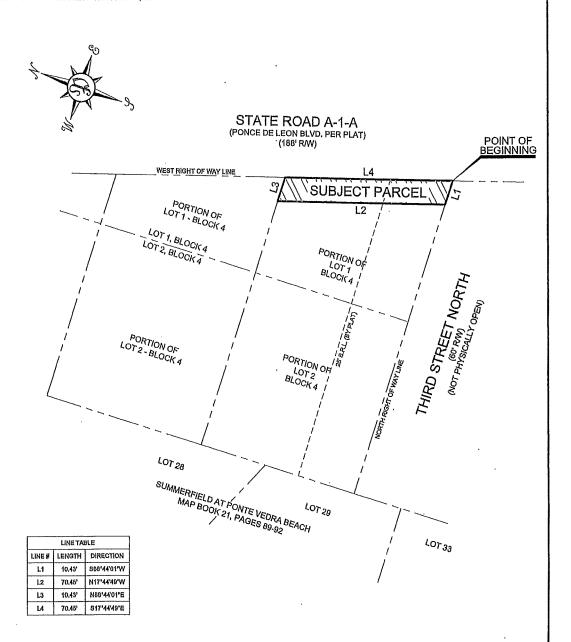
# EXHIBIT "A"

## EASEMENT AREA

A PORTION OF LOT 1, BLOCK 4, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY) WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 188 RIGHT OF WAY), THENCE SOUTH 88°44°01\* WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 10.43 FEET; THENCE NORTH 17°44′49° WEST, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 70.45 FEET; THENCE NORTH 88°44'01' EAST, A DISTANCE OF 10.43 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 17\*44'49' EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 70.45 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.02 ACRES, MORE OR LESS.



# AND ASSOCIATES.

#### GENERAL NOTES;

- BEARINGS SHOWN HEREON ARE BASED ON THE WSET RWYLINE OF STATE ROAD A-1-A-A-S-S17'-4449'E, PER NADBS (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, BURVEYOR HEREON VILL CONFIRM FOR ADDITIONAL FEE,

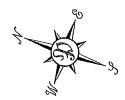
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DA.	IE OF SKETCH	N/	YTHAN P. F	ERRET,	FLA. CEI	RT. NO. 6900	

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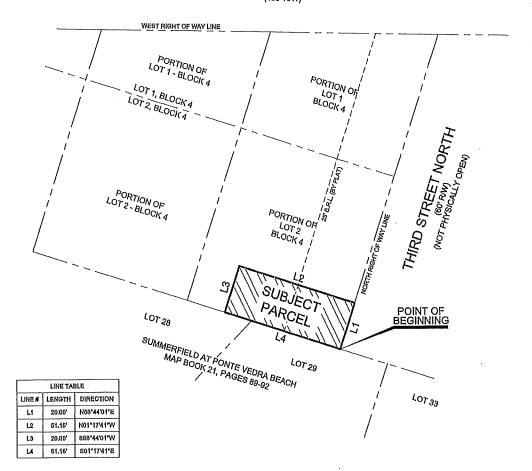
A PORTION OF LOT 2, BLOCK 4, SUN VALLEY, RECORDED IN MAP BOOK 6, PAGES 11 THROUGH 12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF THIRD STREET NORTH (A 60' RIGHT OF WAY), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 88°44'01" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°17'41" WEST, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 51.15 FEET; THENCE SOUTH 88°44'01" WEST, A DISTANCE OF 20,00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 01°17'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 51.16 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.02 ACRES, MORE OR LESS.



STATE ROAD A-1-A (PONCE DE LEON BLVD, PER PLAT) (188' R/W)



# PERRET AND ASSOCIATES,

#### GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RW LINE OF THIRD STREET NORTH AS NOB-4401'S, PER NADB3 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA FLRM, MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE, SURVEYOR HEREON VILL CONFIRM FOR ADDITIONAL FEE.

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41—20.1 F.F.E. SCALE. 1"=30" 11-16-2023

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2021-3880-5

NATHAN P. PERRET, FLA. CERT. NO. 6900

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO.

LEGEND

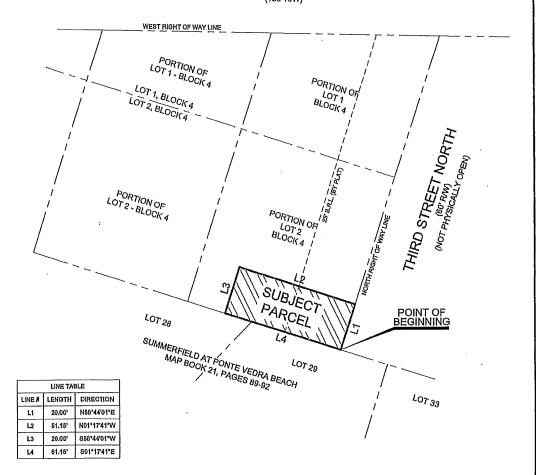
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SAID LANDS CONTAINING 0.02 ACRES, MORE OR LESS.



STATE ROAD A-1-A (PONCE DE LEON BLVD. PER PLAT) (188' R/W)



# AND ASSOCIATES

### GENERAL NOTES:

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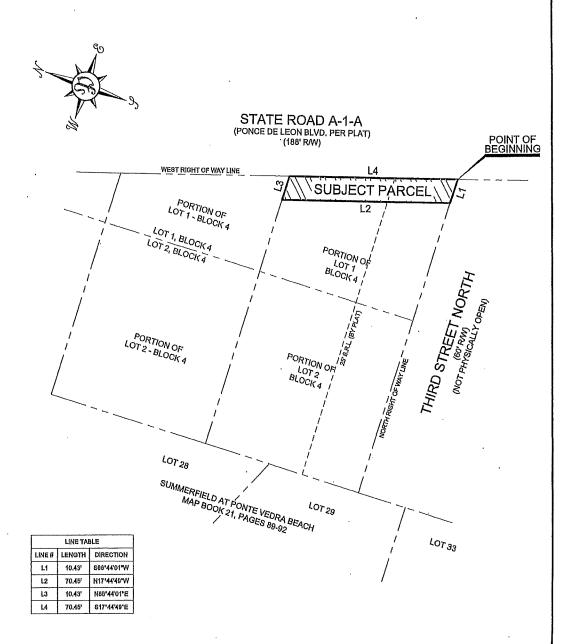


NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2021-3880-5

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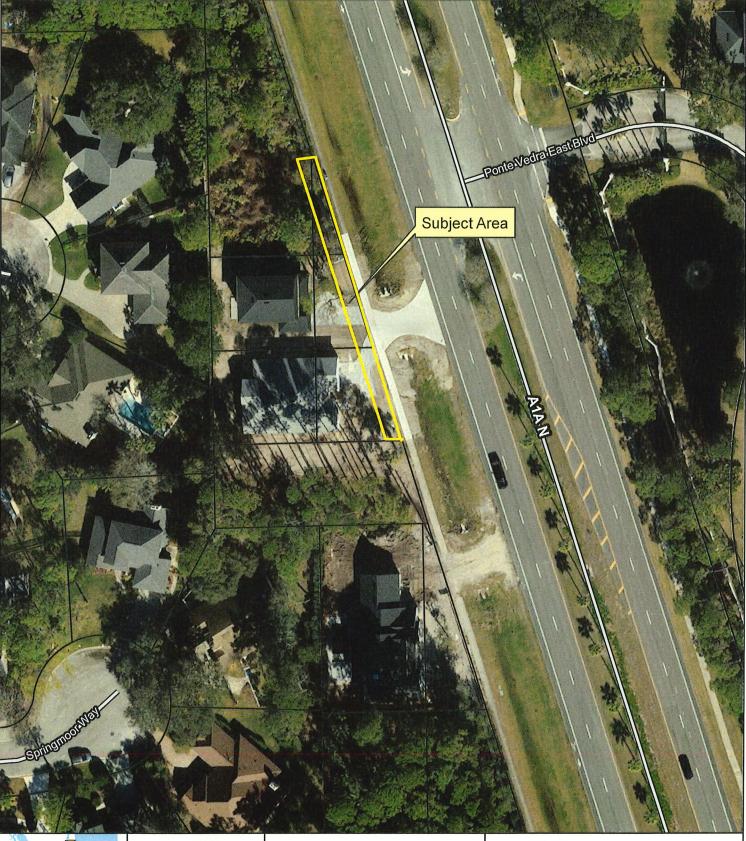
#### GENERAL NOTES:

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PG. -







2023 Aerial Imagery

Date: 10/8/2024

Pinnacle A1A Lot

Easements (3), Bill of Sale, Final Release of Lien and Warranty



Land Management Systems

(904) 209-0798

<u>Disclaimer:</u>
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.