

RESOLUTION NO. 2024- 517

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 BRIARWOOD APARTMENT IMPROVEMENTS LOCATED OFF A1A SOUTH.

RECITALS

WHEREAS, Drunna Properties, Inc., a Florida profit corporation, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Briarwood Apartment Improvements, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Drunna Properties, Inc., a Florida profit corporation, 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 Briarwood Apartment Improvements, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, Burney’s Septic Tank Service, Inc., a Florida profit corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Briarwood Apartment Improvements, 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.

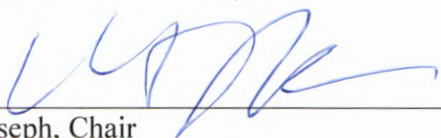
Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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 December, 2024.

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

Rendition Date DEC 03 2024

By: 
Krista Joseph, Chair

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

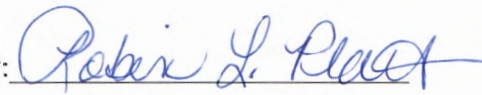
By: 
Deputy Clerk



Exhibit "A" to the Resolution
EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 1 day of February 2024
by Briarwood Apt-Drunna Prop. with an address of
1515 A1A South St. Augustine, Fla 32084 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 and gravity sewer collection system, 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 and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2 (a) **WATER SYSTEM** - The Grantee shall maintain 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) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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:

Sharon Carcaba
Witness

By: Druy McCarthy
Its: Druy McCarthy

Sharon Carcaba
Print Name

AD Davis Const.
3940 Lewis Spdwy. Ste. 2201
St. Augustine, FL 32084

John Algreen
Witness

John Algreen
Print Name

AD Davis Const.
3940 Lewis Spdwy. Ste 2201
St. Augustine, FL 32084

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of February, 2025, by Darryl McCarthy as President for Drunna Properties Inc.

Janice L. Herren
Notary Public
My Commission Expires: 7/7/2025

Personally Known or Produced Identification
Type of Identification Produced



Janice L. Herren
Notary Public
State of Florida
Comm# HH150230
Expires 7/7/2025

EXHIBIT "A"

EASEMENT AREA

**6 S1/2 OF NW1/4 OF NE1/4 LYING W OF R/W OF RD SR 3 DB219/428 & 260/203
(EX S465FT OR396/755) OR1093/657**

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

PROJECT: Brigwood Apartments Improvements
Drum Properties, Inc. 109 Southpark Blvd. Ste 410 St. Augustine, FL
Owners Name and Address, (the "Seller") 32086

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 18th of March, 2024.

WITNESS:
John Algreen
Witness Signature
John Algreen
Witness Print Name

OWNER:
Drum F. McCarthy
Owner Signature
Drum F. McCarthy
Owner Print Name

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 18th day of March, 2024, by Drum F. McCarthy as Owner for _____

Sharon C. Carcaba
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name: Briarwood Apartments Improvements

Contractor: Burney's Septic Tank Service, Inc.

Developer: Drury F. McCarthy

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
2" & 4" Saddle w/approved fittings	LF	1	\$ 525.00	\$ 525.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 525.00

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

Project Name:	Briarwood Apartments Improvements
Contractor:	Burney's Septic Tank Service, Inc.
Developer:	Drury F. McCarthy

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
8x8x6 Sewer Service	Ea	1	\$ -	\$ 150.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" PVC SDR 26 Sewer Pipe	LF	34.4	\$ 16.00	\$ 550.00
6" PVC SDR 26 Sewer Pipe	LF	12.5	\$ 10.00	\$ 125.00
	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				\$ 825.00



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

\$1350.00

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

Date 3/20/24 to Drury F. McCarthy
(Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR
Briarwood Apartments Improvements"

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 20th day of March, 2024.

WITNESS:

Ethan Davis
Witness Signature
Ethan Davis
Print Witness Name

CONTRACTOR:

J. Keith Burney
Lienor's Signature
J. Keith Burney
Print Lienor's Name

STATE OF FLORIDA
COUNTY OF ST JOHN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of March, 2024, by J Keith Burney as Owner Burney Septic.

Personally Known or Produced Identification Type of Identification Produced

Notary Public
My Commission Expires:



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

Project Name: Briarwood Apartments Improvements
 Contractor: Burney's Septic Tank Service, Inc.
 Developer: Drury F. McCarthy

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
2" & 4" Saddle w/approved fittings	LF	1	\$ 525.00	\$ 525.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 525.00

ST. JOHNS COUNTY UTILITY DEPARTMENT

ASSET MANAGEMENT

SCHEDULE OF VALUES - SEWER

Project Name:	Briarwood Apartments Improvements
Contractor:	Burney's Septic Tank Service, Inc.
Developer:	Drury F. McCarthy

	UNIT	QUANTITY	UNIT COST	TOTAL COST
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Force Mains (Size, Type & Pipe Class)

	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -

Sewer Valves (Size and Type)

8x8x6 Sewer Service	Ea	1	\$ -	\$ 150.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -

Gravity Mains (Size, Type & Pipe Class)

8" PVC SDR 26 Sewer Pipe	LF	34.4	\$ 16.00	\$ 550.00
6" PVC SDR 26 Sewer Pipe	LF	12.5	\$ 10.00	\$ 125.00
	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 \$ 825.00

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

Date: 3/20/24
Project Title: Briarwood Apartments Improvements
FROM: Burney's Septic Tank Service, Inc.
Contractor's Name
Address: 24 Pellicer Lane
St. Augustine, FL 32084

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:

J Keith Burney K Burney
Print Contractor's Name Contractor's Signature

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or _____
on-line notarization, this 20th day of March, 2024, by
J KEITH Burney as Owner for
Burney's Septic

[Signature]
Notary Public
My Commission Expires:

Personally Known or Produced Identification
Type of Identification Produced





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: October 23, 2024
SUBJECT: Briarwood Apartment Improvements (MCPR 2022000004)

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 Briarwood Apartment Improvements.

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



2024 Aerial Imagery
Date: 10/29/2024

Briarwood Apartment
Improvements

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.