#### **RESOLUTION NO. 2024-9**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE MARKETPLACE LOT 8 COMMERCIAL (BEST BET) LOCATED OFF STATE ROAD 207.

#### **RECITALS**

WHEREAS, ADE 893, LLC, a Florida limited liability company has executed and presented to the County an Easement for Utilities associated with the water and sewer system to serve Marketplace Lot 8 Commercial (Best Bet) located off State Road 207, attached hereto as Exhibit "A" incorporated by reference and made a part hereof; and

WHEREAS, ADE 8983, 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 system to serve Marketplace Lot 8 Commercial (Best Bet), attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, DNS Contracting, LLC, a Florida limited liability company has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Marketplace Lot 8 Commercial (Best Bet), 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, 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 Final Release of Lien and file the <u>recorded</u> Easement for Utilities, Bill of Sale and Warranty in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 16th day of January, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Sarah Arnold, Chair

ATTEST: Brandon J. Patty, Clerk of the

ben L. Plat

Circuit Court & Comptroller

JAN 1 8 2024 Rendition Date:

Deputy Clerk



Prepared By: St. Johns County 500 San Sebastian View St. Augustine, Fl. 32084 Public Records of St. Johns County, FL Clerk number: 2023096763 BK: 5870 PG: 1499 12/13/2023 12:01 PM Recording \$61.00 Doc. D \$0.70

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Exhibit "A" to the Resolution

#### **EASEMENT FOR UTILITIES**

			executed and	given this	446	_day of	M	, i	20 22
by	ADE	893	, 116		_,	with	an	address	of
201	Morument	Rd.	Jackson	ville,	herei	nafter	called	"Grantor"	to
ST.	JOHNS COU	NTY,	FLORIDA,	a political	subd	ivision	of the S	State of Flo	rida,
whos	se address is 5	00 San	Sebastian V	iew, St. A	ugusti	ne FL	32084, h	ereinafter ca	alled
"Gra	ntee".		FL	3222	5				

#### WITNESSETH:

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

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water meters over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

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

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

- (a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.
- (b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or

desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

- (c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.
- (d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.
- 2. WATER SYSTEM The Grantee shall maintain water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.
- 3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.
- 4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.
- 5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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

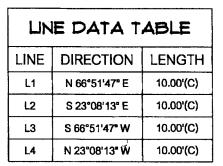
Signed, sealed and delivered In the presence of:	
Wady Alexad Witness Signature	Print Name: Jamie C. Shelton
Wendy Alexaitis Print Name	Its: President
Shi L. Rusp Witness Signature	
Sheri L. Rupp Print Name	
STATE OF FLORIDA COUNTY OF <b>DUVAL</b>	
	acknowledged before me by means
of physical presence or online no	otarization, this <u>19th</u> day of
Jamie C. Shelton	as President
for	• •
CHARLINE E. SMALL Notary Public, State of Flori My Comm. Expires 09/08/20 Commission No. GG24412	Notory Dublic

Personally Known or Produced Identification Type of Identification Produced

### SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 4, TOWNSHIP & SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

#### \*SKETCH - NOT A BOUNDARY SURVEY\*



PARCEL ID: 1363140000 800 MARKETPLACE DR ST AUGUSTINE, FLORIDA 32084 O.R.B. 5070, PG. 1074 O.R.B. 5127, PG. 1625 GRAPHIC SCALE 0 50 100 2

PARCEL ID: 1363100000 O.R.B. 3329, PG. 576

POINT OF COMMENCEMENT

NORTHWEST CORNER OF (LD) O.R.B. 5070, PG. 1074

WESTERLY LINE OF (LD) O.R.B. 5070, — PG. 1074

S 23°08'13" E

<u>છ</u>

826.00

66°51'47" E

PARCEL ID: 1363130000

O.R.B. 4895, PG. 102

POINT OF BEGINNING

WATER EASEMENT 100 S.F., MORE OR LESS 424.05' (M)

N 23°08'13" W 436.00' (D) (BASIS OF BEARING)

INTERSTATE NO. 95 (VARIABLE WIDTH RIGHT OF WAY)

NORTHEASTERLY RIGHT OF WAY LINE

S 66°51'47" W 826.00'

#### LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK RW = RIGHT OF WAY (C) = CALCULATED DATA

(D) = DATA BASED ON DEED OF RECORD (LD) = LANDS DESCRIBED IN SURVEYOR'S NOTES:

1.) BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF N 23\*08'10" W THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95.

DESCRIPTION:

(SEE ATTACHED)

STELLAR ENGINEERING

This map prepared by:

Certificate of Authorization No. L.S. 5075

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A PLONDA LICENSED SURVEYOR AND MAPPER



BATE 03-31-2022 FECHNEIGAN: KPB AND SOME HAUF INCHES AND IS ONE HAUF

CH以 Professional Consultant

CERTIFIED TO:

8465 Merchants Way, Ste. 102 Jacksorville, Florida 82222 (804) 519-6521 www.chw-inc.com

#### **LEGAL DESCRIPTION**



**DATE: 03-31-2022** 

**CLIENT: STELLAR ENGINEERING** 

PROJECT NAME: BEST BET ST. AUGUSTINE

**PROJECT NO: 21-0224** 

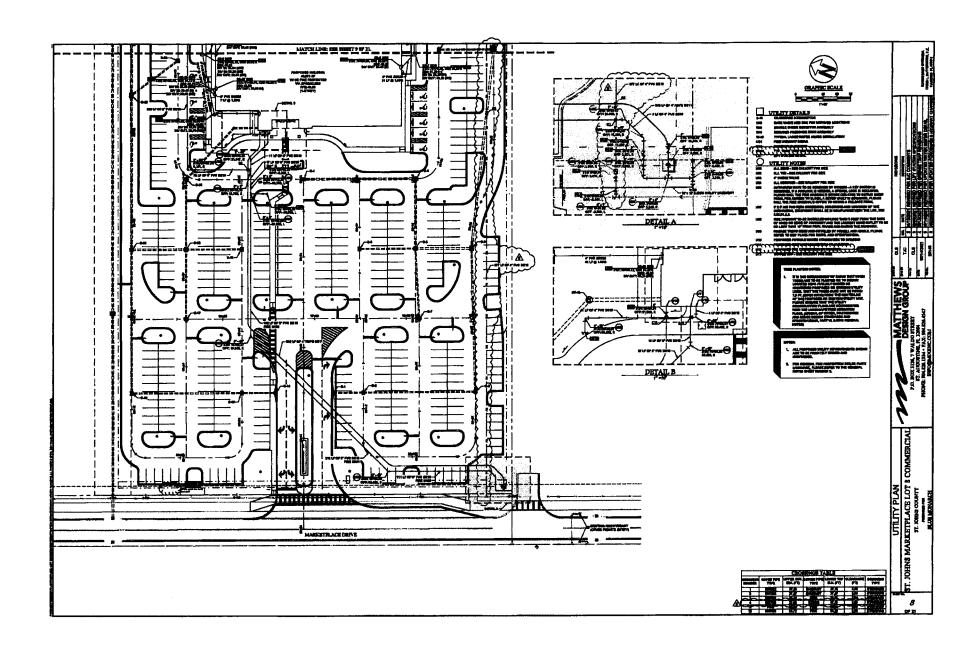
**DESCRIPTION FOR: WATER EASEMENT** 

AN EASEMENT LYING ON A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5070, PAGE 1074, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING SITUATED IN SECTION 4. TOWNSHIP 8 SOUTH, RANGE 29 EAST, SAID ST. JOHNS COUNTY AND BEING MORE PARTICULARLY **DESCRIBED AS FOLLOWS:** 

COMMENCE AT THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5070, PAGE 1074; THENCE ALONG THE WESTERLY LINE OF SAID LANDS, SOUTH 23°08'13' EAST, A DISTANCE OF 424.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 66°51'47" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 23°08'13" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 66°51'47" WEST, A DISTANCE OF 10.00 FEET TO THE AFOREMENTIONED WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5070, PAGE 1074; THENCE ALONG THE WESTERLY LINE OF SAID LANDS, NORTH 23°08'13" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 100.00 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP ATTACHED HEREWITH AND MADE A PART HEREOF



## Exhibit "B" to the Resolution

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

PROJECT:	bestbet (Marketplace Lot 8) 800 Marketplace Dr. St. Augustine, FL 32084
ADE 893, LLC 455 Pa	rk Avenue Orange Park, FL 32073
Owners Name	e and Address, (the "Seller")
for and in conconsideration sells, transfer	sideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, and delivers to <b>St. Johns County, Florida</b> , a political subdivision of the State of Florida, personal property:
	A-Schedule of Values" for the project listed above. (Note: The description listed should exciption listed on the "Release of Lien")
successors an	es, for itself and its successors and assigns, covenant to and with St. Johns County and its d assigns, that it is lawful owner of said personal property; that the personal property is sumbrances; that it has good rights to sell the same; and that it will warrant and defend the rsonal property against the lawful claims and demands of all persons.
	S WHEREOF, the Seller has caused this instrument to be duly executed and delivered by crized office on this
WITNESS: Witness Sign	OWNER:  Carrie C. Shelton  Owner Signature  Tamie C. Shelton
Xhondo Witness Print	Name  Tamie C. Shelton  Owner Print Name
STATE OF	FLORIDA DUVAL
online notari:	g instrument was acknowledged before me by means of
	nown or Produced Identification tification Produced  CHARLINE E. SMALL Notary Public, State of Florida My Comm. Expires 09/08/2022 Commission No. GG244120

Exhibit "A" to the Bill of Sale

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

Project Name:

Best Bet (Marketplace Lot 8)
DNS Contracting LLC

Contractor:

Developer:

Stellar

	UNIT	QUANITY	U	NIT COST	TO	TAL COST
Water Mains (Size, Type & Pipe Class)	· · · · · · · · · · · · · · · · · · ·					
4" DR - 18	LF	7	\$	216.89	\$	1,518.23
	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)	**************************************		<del>- • • • • • • • • • • • • • • • • • • •</del>			
4" Meter & Box (3 Gate Valves Included	Ea	1	\$	12,358.05	\$	12,358.05
	Ea		\$	-	\$	-
	Ea	1	\$	_	\$	•
	Ea		\$	_	\$	-
	- <u> </u>	Total Wate	r Syste	m Cost	\$	13,876.28

## Exhibit "C" to the Resolution



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

The undersigned lienor, in consideration of th \$13,876.28	e sum
	o claim a lien for Water, Sewer, and Reclaimed
Water labor, services or materials furnished th	nrough
8/11/2022 to ADE	
Date Developer's/Own	er's Name)
to the following described property:	
"SEE EXHIBIT A SCHEDULE OF V	ALUES FOR
Bestbet (Marketplace Lot 8)	
PROJECT NAME	
Note: The description listed should match the	description listed on the "Bill of Sale".
The waiver and release does not cover furnished after the date specified.	any retention or labor, services, or materials
delivered by its duly authorized office on 2022.	
WITNESS:	OWNER:
Witness Signature	Lienor's Signature
Nicole Fernande 2	David Sundstrom
Print Witness Name	Print Lienor's Name
STATE OF Florida	
COUNTY OF St. Johns	
COUNTY OF C. SCIIIC	
The foregoing instrument was acknow	vledged before me by means of ■ physical
presence or $\square$ online notarization, this 17th	day of August , 2022 , by
Chris Davis	Drainet Manager
	as Project Manager for
DNS Contracting LLC	Notary Public
	My Commission Expires: 13/05/2022
Personally Known or Produced Identification	KATHERYN A. DONALDSON
Type of Identification Produced	Noton Public State of Florida

My Comm. Expires 12/05/2022 Commission No. GG280796 Exhibit "A" to the Final Release of Lien

# ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT

SCHEDULE OF VALUES - WATER

Project Name:

Best Bet (Marketplace Lot 8)
DNS Contracting LLC

Contractor:

Developer:

Stellar

	UNIT	QUANITY	U.	NIT COST	TO	TAL COST
Water Mains (Size, Type & Pipe Class)		· · · · · · · · · · · · · · · · · · ·				
4" DR - 18	LF	7	\$	216.89	\$	1,518.23
	LF				\$	-
	LF				\$	-
	LF		\$	-	\$	-
	LF		\$		\$	-
Water Valves (Size and Type)			<del>!</del>			
	Ea				\$	-
	Ea				\$	_
	Ea		\$	_	\$	-
	Ea		\$	-	\$	-
	Ea		\$	=	\$	_
Hydrants Assembly (Size and Type)						
	Ea		\$	-	\$	_
	Ea		\$	_	\$	-
	Ea		\$	-	\$	-
Sevices (Size and Type)			1			
4" Meter & Box (3 Gate Valves Included)	Ea	1	\$	12,358.05	\$	12,358.05
	Ea		\$	-	\$	-
	Ea		\$	-	\$	-
	Ea		\$	_	\$	-
		Total Wate	r Syste	m Cost	\$	13,876.28

### Exhibit "D" to the Resolution

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

Date:	8/11/2022		
Project Title:	Best Bet (Marketplace Lot 8	3)	
FROM:	DNS Contracting LLC		
	Contractor's Name		
Address:	1517 Faye Road		
	Jacksonville FL 32218		
TO:	St. Johns County Utility Departmen		
10.	Post Office Box 3006		
	St. Augustine, Florida 32085		
defects in mate	ed warrants all its work performed i erial and workmanship for a period county and agrees to remedy all defe	of (1) year from the date	of acceptance of the project
	cts shall not be construed as embrace wear and tear or failure to follow ope		misuse, negligence, Acts of
Contractor:		7 /	//
David Sund		nd from	2
Print Contract	or's Name Conti	ractor's Signature	
STATE OF	Florida		
COUNTY OF	St. Johns	-	
The foresing	lastana ont vivo colonovilo de ed b eC-		physical presence or
	instrument was acknowledged before		
Chris Davis	tation, this 11th day of Augus	Project Manager	by for
DNS Contr	acting LLC	Katheny Dor	Olsa
		Notary Public  My Commission Expi	ires: 12/05/2022
D 11 17	D d d Idt'Ct'	KATHEDVALA F	, ,

Personally Known or Produced Identification
Type of Identification Produced

KATHERYN A. DONALDSON Notary Public, State of Florida My Comm. Expires 12/05/2022 Commission No. GG280796



# ST. JOHNS COUNTY UTILITIES

1205 State Road 16 St. Augustine, Florida 32084

#### INTEROFFICE MEMORANDUM

TO:

Debbie Taylor, Real Estate Manager

FROM:

Melissa Caraway, Utility Review Coordinator

DATE:

November 7, 2023

SUBJECT:

Marketplace Lot 8 Commercial (Best Bet) (ASBULT 2022000071)

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Marketplace Lot 8 Commercial (Best Bet).

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.







2023 Aerial Imagery

Date: 12/21/2023

Marketplace Lot 8 Commercial (BEST BET)

Easement for Utilities, Bill of Sale, Schedule of Values, Final Release of Lien and Warranty



Land Management Systems (904) 209-1276

<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.