

RESOLUTION NO. 2025-392

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 SYSTEM TO SERVE GOODWILL ST. AUGUSTINE LOCATED OFF THEATRE DRIVE.

RECITALS

WHEREAS, Goodwill Industries of North Florida, Inc., a Florida not for profit corporation, has executed and presented to the County an Easement for Utilities and a Bill of sale with a Schedule of Values conveying all personal property associated with the water system to serve Goodwill St. Augustine, attached hereto as Exhibits “A” and “B”, incorporated by reference and made a part hereof; and

WHEREAS, Allsite Contracting, Inc., a Florida profit corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Goodwill St. Augustine, 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.

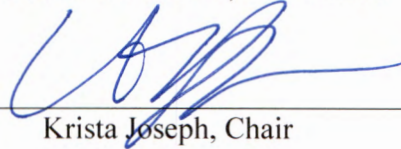
Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21st day of October, 2025.

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

Rendition Date OCT 22 2025

By: _____



Krista Joseph, Chair

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

Crystal Smith
Deputy Clerk



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

Exhibit "A" to the Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 25th day of July 2025, by Goodwill Industries of North Florida, Inc. with an address of 5150 Timuquana Road, Suite 15, Jacksonville, FL 32210, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

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

1. Grantor does hereby grant, bargain, sell, alienate, 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground **water** meter 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. This easement is for **water meter** 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** 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.

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 768.28 Florida Statutes, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence. Grantee's obligations are limited as set forth in section 768.28, Florida Statutes, and nothing in this Easement shall be construed to extend the liabilities of Grantee beyond that provided in section 768.28, Florida Statutes or be deemed as a waiver of Grantee's sovereign immunity beyond that provided in section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

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.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

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

Signed, sealed and delivered
In the presence of:

[Signature]
Witness Signature

George Faustein
Print Name

5150 Timuquana Rd

Jacksonville, FL 32210
Witness Address **REQUIRED BUSINESS OR PERSONAL**

By: [Signature]

Print Name: David Rey

Title: C.E.O.

[Signature]
Witness Signature

Karen L Phillips
Print Name

5150 TIMUQUANA RD

JACK FL 32210
Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF Florida
COUNTY OF clay

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 25 day of July, 2025, by David Rey who is CEO of Goodwill Industries of N. FL, INC.. Such person is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: 1-30-2027

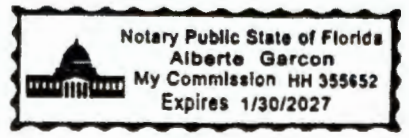
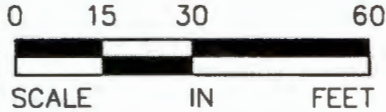


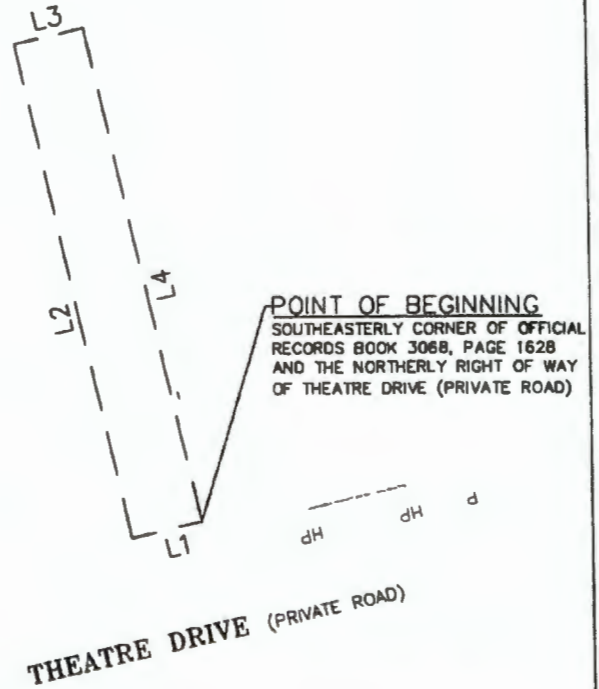
EXHIBIT "A"
EASEMENT AREA

MAP SHOWING A SKETCH AND DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF SECTION 47, THE DANIEL HURLBERT (HALBERT) CLAIM AND SECTION 48, THE ANTONIO CANOVAS DONATION, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.



Line Table		
Line #	Length	Direction
L1	12.00	S77° 03' 06"W
L2	84.80	N12° 56' 54"W
L3	12.00	N77° 03' 06"E
L4	84.80	S12° 56' 54"E



SEE SHEET NO. 2 FOR NOTES

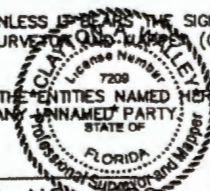
JOB NO. 4000476
 DRAFTER ANO
 DATE 4/29/2025
 SCALE 1" = 30'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR OR LAND SURVEYOR (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

Clayton A. Walley
 CLAYTON A. WALLEY, P.S.M. NO. 7208



ALLIANT

10475 Fortune Pkwy, Suite 101
 Jacksonville, FL 32256
 904.240.1351 MAIN
 www.alliant-inc.com
 LB 8289

12'x84.80' UTILITY EASEMENT
 SHEET NO. 1 OF 2

MAP SHOWING A SKETCH AND DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF SECTION 47, THE DANIEL HURLBERT (HALBERT) CLAIM AND SECTION 48, THE ANTONIO CANOVAS DONATION, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON MONUMENTATION ON THE NORTHERLY RIGHT OF WAY LINE OF THEATRE DRIVE (PRIVATE ROAD) BEING S 77°03'06" W.
2. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE SUCH.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS MAP THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. THIS MAP IS INTENDED TO BE REPRODUCED AT 8.5"x11" FOR PROPER SCALING.

12'X84.80' UTILITY EASEMENT

A PARCEL OF LAND, BEING A PORTION OF SECTION 47, THE DANIEL HURLBERT (HALBERT) CLAIM AND SECTION 48, THE ANTONIO CANOVAS DONATION, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF OFFICIAL RECORDS BOOK 3068, PAGE 1628, AND THE NORTHERLY RIGHT OF WAY OF THEATRE DRIVE (A PRIVATE ROAD), OF SAID COUNTY'S PUBLIC RECORDS; THENCE S 77°03'06" W, 12.00 FEET; THENCE N 12°56'54" W, 84.80 FEET; THENCE N 77°03'06" E, 12.00 FEET; THENCE S 12°56'54" E, 84.80 FEET TO THE POINT OF BEGINNING.

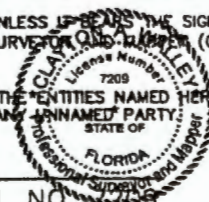
JOB NO. 4000476
DRAFTER AND
DATE 4/29/2025
SCALE N/A

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.


CLAYTON A. WILLEY, P.S.M. NO. 7209



ALLIANT

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LB 8289

12'X84.80' UTILITY EASEMENT
SHEET NO. 2 OF 2

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

PROJECT: Goodwill St. Augustine

Goodwill Industries of North Florida - 5150 Timuquana Road, Suite #15, Jax. FL 32210

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 22nd of July, 2025.

WITNESS:

Witness Signature

Witness Print Name

OWNER:

Owner Signature

Owner Print Name

STATE OF

COUNTY OF

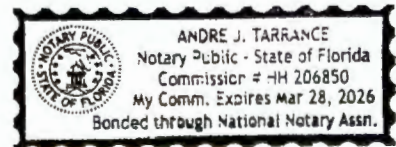
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of July, 2025, by

DAVID REY as CEO for
Goodwill Industries

Notary Public

My Commission Expires: 3/28/2026

Personally Known or Produced Identification
Type of Identification Produced



ST. JOHNS COUNTY UTILITY DEPARTMENT

ASSET MANAGEMENT

SCHEDULE OF VALUES - WATER

Project Name:	Goodwill St. Augustine COMM23-117
Contractor:	Allsite Contracting, inc
Developer:	Goodwill Industries of North Florida, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
2" Gate Valve	Ea	1	\$ 611.00	\$ 611.00
6" Gate Valve	Ea	1	\$ 3,454.00	\$ 3,454.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
2" with curb stop	Ea	1	\$ 1,953.00	\$ 1,953.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost			\$	6,018.00

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 \$6,018.00 (SIX THOUSAND EIGHTEEN DOLLARS + 00/100)

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

7/18/25 Date to Goodwill Industries of North Florida, Inc (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR Goodwill St. Augustine

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 18 day of July, 2025.

WITNESS: Debbie Carter (Signature)
Witness Signature
DEBBIE CARTER (Print Name)

CONTRACTOR: Allsite Contracting, Inc.
Lienor's Signature (Signature)
Print Lienor's Name DANIEL BELL

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 18th day of July, 2025, by Daniel Bell as President for Allsite Contracting, Inc.

(Signature)
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:	Goodwill St. Augustine COMM23-117
Contractor:	Allsite Contracting, inc
Developer:	Goodwill Industries of North Florida, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
2" Gate Valve	Ea	1	\$ 611.00	\$ 611.00
6" Gate Valve	Ea	1	\$ 3,454.00	\$ 3,454.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
2" with curb stop	Ea	1	\$ 1,953.00	\$ 1,953.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 6,018.00

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

Date: 7/15/25
Project Title: Goodwill St Augustine COMM23-117
FROM: Allsite Contracting, Inc
Contractor's Name
Address: 5845 Cisco Drive West
Jacksonville, Florida 32219

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.

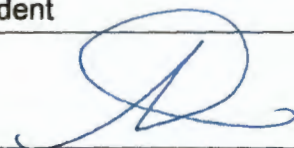
Contractor:

Allsite Contracting, Inc. (Daniel Bell)
Print Contractor's Name


Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of xx physical presence or _____ on-line notarization, this 15 day of July, 2025, by Daniel Bell as President for Allsite Contracting, Inc.



Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

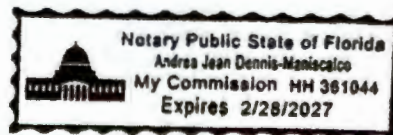


Exhibit "E" to the Resolution



**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: September 9, 2025
SUBJECT: Goodwill St. Augustine (ASBULT 2025000105)

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 Goodwill St. Augustine.

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 Property



Imagery Date: 12/2024

Date: 9/12/2025

Goodwill St. Augustine

**Easement, Bill of Sale,
Final Release of Lien,
and Warranty**



Land Management
Systems

Real Estate Division
(904) 209-0790

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 hereon.