

RESOLUTION NO. 2026- 141

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR A GRAVITY SEWER SYSTEM AND A BILL OF SALE, FINAL RELEASE OF LIEN AND A WARRANTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE JPMC PALENCIA VILLAGE LOCATED OFF PALENCIA VILLAGE DRIVE.

RECITALS

WHEREAS, JPMorgan Chase Bank, a national association, has executed and presented to the County an Easement for Utilities for a gravity sewer system and a Bill of Sale with a Schedule of Values conveying all personal property associated with the water system to serve JPMC Palencia Village, attached hereto as Exhibits “A” and “B”, incorporated by reference and made a part hereof; and

WHEREAS, East Coast Site & Utilities, 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 JPMC Palencia Village, 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 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 5th day of May, 2026.

Rendition Date MAY 05 2026

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

By: Clay Murphy
Clay Murphy, Chair

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

By: 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 29 day of April, 2025 by JPMorgan Chase Bank, National Association, with an address of 1111 Polaris Parkway, Columbus, OH 43240, 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 gravity sewer collection system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground gravity 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. This easement is for gravity 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 gravity 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) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain 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. Grantee hereby preserves all rights, privileges and immunities of the Grantee as set forth in 768.28, Florida Statutes.

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

Michelle Acosta
Print Name

255 Bald Eagle Drive
Marco Island, FL 34145
Witness Address **REQUIRED** BUSINESS OR PERSONAL

By: [Signature]

Print Name: Mauricio Delgado

Title: VP of JPMorgan Chase Bank, N.A.

[Signature]
Witness Signature

Claudia Martin
Print Name

1350 Wauke, Ct
Marco Island, FL 34145
Witness Address **REQUIRED** BUSINESS OR PERSONAL

STATE OF FL
COUNTY OF Collier

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 29 day of April, 2025, by Mauricio Delgado who is VP of JP Morgan. Such person is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: 10/31/2027

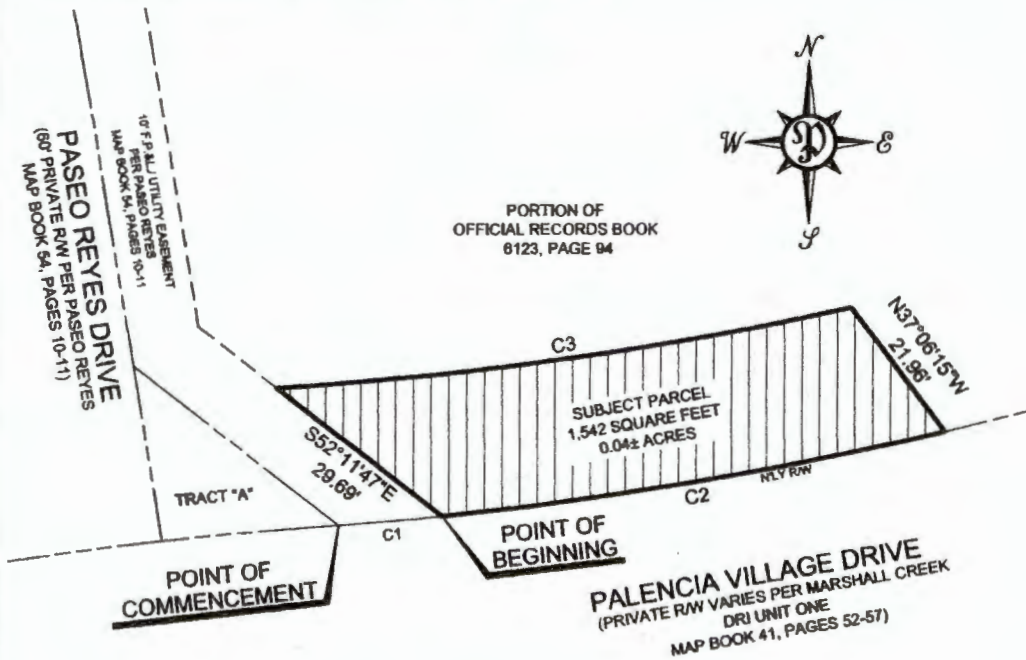
EXHIBIT "A"
EASEMENT AREA

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PORTION OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF TRACT "A", PASEO REYES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 54, PAGES 10 THROUGH 11, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID CORNER LYING ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 550.00 FEET ON THE NORTHERLY RIGHT OF WAY LINE OF PALENCIA VILLAGE DRIVE (A VARIABLE WIDTH RIGHT OF WAY) AS SHOWN ON THE PLAT OF MARSHALL CREEK DRI UNIT ONE, AS RECORDED IN MAP BOOK 41, PAGES 52 THROUGH 57, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE EASTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°04'37" EAST, 14.74 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY, CONTINUING SAID NORTHERLY RIGHT OF WAY LINE AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°32'57" EAST, 72.13 FEET; THENCE NORTH 37°06'15" WEST, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 21.96 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 530.00 FEET AND BEARING A RADIAL LINE NORTH 12°14'58" WEST; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.22 FEET, AND THROUGH A CENTRAL ANGLE OF 08°53'16", SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°11'40" WEST, 82.13 FEET TO A POINT OF NON-TANGENCY OF SAID CURVE; THENCE SOUTH 52°11'47" EAST, A DISTANCE OF 29.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,542 SQUARE FEET AND/OR 0.04± ACRES, MORE OR LESS.



PORTION OF
OFFICIAL RECORDS BOOK
8123, PAGE 94



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	14.74'	550.00'	1°32'07"	N85°04'37"E	14.74'
C2	72.19'	550.00'	7°31'12"	N80°32'57"E	72.13'
C3	82.22'	530.00'	8°53'16"	S82°11'40"W	82.13'

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, OR RESTRICTIONS.
- UNDERGROUND UTILITIES SERVING THIS PROPERTY HAVE NOT BEEN LOCATED OR SHOWN.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

LEGEND

P.C.	POINT OF CURVATURE	R	RADIUS
P.T.	POINT OF TANGENCY	Δ or D	DELTA (CENTRAL ANGLE)
P.R.C.	POINT OF REVERSE CURVE	A or L	ARC LENGTH
P.C.C.	POINT OF COMPOUND CURVE	C or CH	CHORD
P.O.C.	POINT ON CURVE	CB	CHORD BEARING
P.R.M.	PERMANENT REFERENCE MONUMENT	(D)	LINE RADIAL TO CURVE
P.C.P.	PERMANENT CONTROL POINT	AC	AIR CONDITIONER
B.R.L.	BUILDING RESTRICTION LINE	CONC.	CONCRETE
CLF	CHAIN LINK FENCE	FD.	FOUND
R.W.	RIGHT-OF-WAY	I.P.	IRON PIPE
O.R.B.	OFFICIAL RECORDS BOOK	(M)	MEASURED
OL	ON LINE	(D)	DEED
-	BREAK LINE	F.P.A.L.	FLORIDA POWER & LIGHT



Digitally signed
by Nathan P
Perret
Date:
2025.04.17
12:39:32 -04'00'



SCALE 1"=20'

04-16-2025
DATE OF SKETCH

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

LB ~ 6715

Exhibit "B" to the Resolution

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

PROJECT: JPMorgan Chase Bank – Palencia Village

JP Morgan Chase Bank, N.A., 1111 Polaris Pkwy, Columbus, OH 43240

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 23 of February, 20 26.

WITNESS:

[Signature]
Witness Signature

Michelle Acosta
Witness Print Name

OWNER:

[Signature]
Owner Signature

Mauricio Delgado - VP of JPMorgan Chase Bank, N.A
Owner Print Name

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 23 day of February, 20 26, by Mauricio Delgado as VP for JPMorgan Chase.

[Signature]
Notary Public
My Commission Expires: Oct 31, 2027

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name:	JPMC Palencia Village			
Contractor:	East Coast Site & Utilities, LLC			
Developer:	Vericon Construction			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR18 PVC	LF	25	\$ 10.48	\$ 262.00
2" DR9 HDPE	LF	25	\$ 5.67	\$ 141.75
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6" Gate Valve	Ea	1	\$ 3,861.00	\$ 3,861.00
6" Tapping Sleeve & Valve	Ea	1	\$ 3,409.80	\$ 3,409.80
2" Saddle Valve	Ea	1	\$ 632.00	\$ 632.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 8,306.55

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 \$8,306.55

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

02/11/2026

to

JP Morgan Chase Bank, N.A.

Date

(Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR
JP Morgan Chase Bank - Palencia

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 11th day of February, 2026.

WITNESS:

[Handwritten signature of Dannielle Haley]

Witness Signature

Dannielle Haley

Print Witness Name

CONTRACTOR:

[Handwritten signature of Gene Burkes]

Lienor's Signature

Gene Burkes

Print Lienor's Name

STATE OF Florida

COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 11th day of February, 2026, by Gene Burkes as Managing Member for East Coast Site & Utilities, LLC.

[Handwritten signature of Julie Burkes]

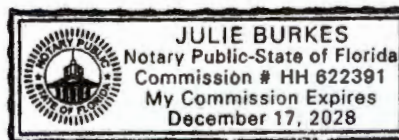
Notary Public

My Commission Expires: 12/17/28

Personally Known or Produced Identification

Type of Identification Produced

Personally Known



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

Project Name: JPMC Palencia Village
 Contractor: East Coast Site & Utilities, LLC
 Developer: Vericon Construction

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR18 PVC	LF	25	\$ 10.48	\$ 262.00
2" DR9 HDPE	LF	25	\$ 5.67	\$ 141.75
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6" Gate Valve	Ea	1	\$ 3,861.00	\$ 3,861.00
6" Tapping Sleeve & Valve	Ea	1	\$ 3,409.80	\$ 3,409.80
2" Saddle Valve	Ea	1	\$ 632.00	\$ 632.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost				\$ 8,306.55

ST. JOHNS COUNTY UTILITY DEPARTMENT

Date: 1/28/2026 **3E - CLOSEOUT - WARRANTY**

Project Title: JPMC Palencia Village

FROM: East Coast Site & Utilities, LLC

Contractor's Name

Address: 5000 US HWY 17S

Suite 18-230

Fleming Island, FL 32003

TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

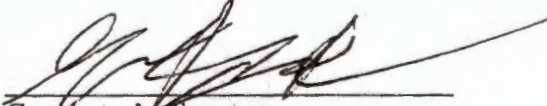
The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

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:

Gene Burkes

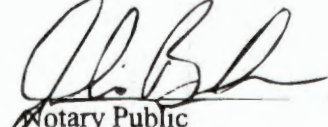
Print Contractor's Name


Contractor's Signature

STATE OF Florida

COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of X physical presence or _____ on-line notarization, this 28th day of January, 2026, by Gene Burkes as Owner/Manager for East Coast Site & Utilities, LLC


Notary Public
My Commission Expires: 12/17/28

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: March 26, 2026
SUBJECT: JPMC Palencia Village (ASBULT 2026000003)

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 JPMC Palencia Village.

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: 4/2/2026

**JPMC Palencia Village
Easement, Bill of Sale,
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 herein.