

RESOLUTION NO. 2026-217

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES, A BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER, SEWER AND REUSE SYSTEMS TO SERVE MURABELLA MULTIFAMILY PHASE 1 LOCATED OFF STATE ROAD 16.

RECITALS

WHEREAS, Murabella Owner, LLC, a Florida limited liability company, 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, sewer and reuse systems to serve Murabella Multifamily Phase 1, attached hereto as Exhibits "A" and "C", incorporated by reference and made a part hereof; and

WHEREAS, Murabella Retail Owner, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water, sewer and reuse systems to serve Murabella Multifamily Phase 1, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, DeBartolo Construction Services, LLC a foreign limited liability company, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Murabella Multifamily Phase 1, attached hereto as Exhibits "D" and "E", 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 "F" 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 July, 2026.

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

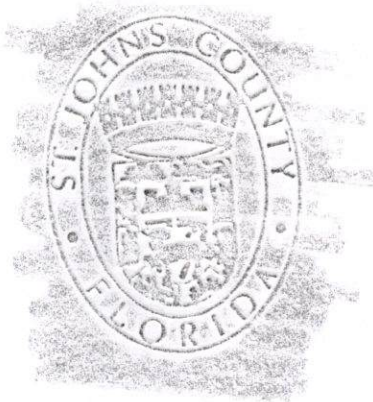
Resolution No. JUL 21 2026

By: _____

Clay Murphy Chair

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

Anthony A. [Signature]
Deputy Clerk



Prepared by and
After recording return to:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

Exhibit "A" to the Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT (this "Easement Agreement") executed and given this 17th day of December, 2025 by **MURABELLA OWNER, LLC**, a Florida limited liability company with an address of 3820 Northdale Boulevard, Suite 100B, Tampa, FL 33624, 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 to install, construct, operate, maintain, repair, replace and remove pipes and mains (the "Easement") constituting the underground water distribution system, reuse distribution system, sewer force mains and utility system lines (collectively, the "Utility Lines") and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, sewer, and/or reuse utility service lines (the "Associated Equipment" and hereinafter collectively with the Utility Lines referred to as the "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 over the Easement Area and the real property owned in fee simple by the Grantor described on Exhibit B attached hereto and incorporated herein by reference (the "Ingress/Egress Area"), as is reasonably necessary for Grantee to access the Easement Area and for the use and enjoyment of the Easement herein granted. The location of the Ingress/Egress Area has been mutually agreed upon by the Grantor and Grantee. This Easement is for water, sewer and/or reuse utility services only and does not convey any right to install other utilities, including, but not limited to cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, its 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.

2. The Easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record and all matters that would be disclosed by a survey of the Easement Area.

3. (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 does not obstruct or prevent the Grantee from using the Easement Area for the purposes set forth

in this Easement Agreement; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not materially and adversely 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. Notwithstanding anything set forth herein to the contrary, Grantee acknowledges and agrees that Grantor shall have the right to install asphalt, paving, sidewalks, lighting, landscaping, curbing, water, reclaim and sanitary sewer force mains within the Easement Area.

(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, in Grantee's reasonable discretion, 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 by Grantor to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the Utility Lines and Associated Equipment located within the Easement Area. Upon relocation of said Utility Lines and Associated Equipment, the easement rights granted pursuant to this Easement Agreement shall apply to such relocated Utility Lines and Associated Equipment without the need for Grantor to execute and deliver to Grantee, a separate easement. 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 area designated by and located on the property owned by the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with the use and occupancy of Grantor's property by Grantor or its invitees, licensees, or permittees, including without limitation, access to or from said property.

4. (a) **WATER SYSTEM** - The Grantee shall maintain all Utility Lines and Associated Equipment, including the water mains and other elements of the water distribution system up to and including the water meter or meters located within the Easement Area. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter located within the Easement Area and the improvements served by the Utility Lines and Associated Equipment located within Grantor's property.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **REUSE SYSTEM** - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters located within the Easement Area. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter located within the Easement Area and the

improvements served by the Utility Lines and Associated Equipment located within Grantor's property.

5. After any installation, construction, repair, replacement or removal of the Utility Lines and Associated Equipment as to which easement rights are granted herein, Grantee shall refill any holes or trenches in a proper and workmanlike manner and promptly remove all materials, debris, equipment from the Easement Area and Grantor's property in a proper and workmanlike manner 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 the Utility Lines and Associated Equipment. Notwithstanding anything set forth herein to the contrary, to the extent permitted by 768.28 Florida Statutes, however, Grantee shall be responsible for damage to Grantor's property and improvements that are caused by Grantee's and its agents', representatives' and employees' 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.

6. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee agrees to indemnify, defend and hold Grantor harmless for, from and against any and all loss, damage, liability, suit, claim, cost, and expense incurred by Grantor as result of the exercise by the Grantee and its employees, agents, or representatives of the rights granted hereunder, including, without limitation, reasonable attorneys' fees, except to the extent directly caused by the willful misconduct or negligence of Grantor and its employees, agents, or representatives.

7. This Grant of Easement Agreement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

8. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the fee simple owner from time to time of the Easement Area or any part thereof.

9. This Easement Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof, and may not be amended, except by instrument in writing signed by both parties.

10. This Easement Agreement and provisions contained herein shall be construed and interpreted in accordance with the laws of the State of Florida, County of St. Johns. The prevailing party in any action to enforce this Easement Agreement and its provisions shall be entitled to recover from the non-prevailing party all of its reasonable attorneys' fees, paralegal fees, and costs incurred in connection with such action, including all appellate proceedings.

***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:

MURABELLA OWNER, LLC
a Florida limited liability company

Mellisa Horton
Witness Signature

By: [Signature]

Mellisa Horton
Print Name

Print Name: James D. Palermo

Title: Executive Vice President

3820 Northdale Blvd.

Tampa, FL 33624
Witness Address **REQUIRED** BUSINESS OR PERSONAL

Kari Tarr
Witness Signature

Kari Tarr
Print Name

3820 Northdale Blvd # 100B

Tampa FL 33624
Witness Address **REQUIRED** BUSINESS OR PERSONAL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 17th day of December, 2025, by James D. Palermo, who is the Executive Vice President of MURABELLA OWNER, LLC, a Florida limited liability company, on behalf of the limited liability company. Such person is personally known to me or has produced _____ as identification.

Linda K. Pearce
Notary Public
My Commission Expires: 10/19/29

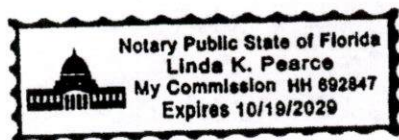


EXHIBIT "A"

EASEMENT AREA

SKETCH AND DESCRIPTION OF BEING A PORTION OF SECTION 7 & 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

BEING A PORTION OF SECTION 7 & 10 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5986, PAGE 1580, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

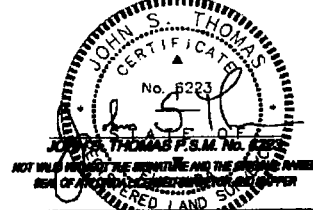
FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF MURABELLA UNIT THREE, A PLAT BEING RECORDED IN MAP BOOK 57, PAGES 94 THROUGH 108, OF SAID PUBLIC RECORDS, SAID CORNER LAYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 16, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 81°10'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 282.82 FEET TO THE NORTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3044, PAGE 1943 OF SAID PUBLIC RECORDS; THENCE SOUTH 04°31'22" EAST, DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 282.84 FEET TO THE INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5986, PAGE 1684 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 80°42'34" EAST, DEPARTING SAID EASTERLY LINE AND ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.30 FEET; THENCE SOUTH 04°31'22" EAST, DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 39.13 FEET; THENCE NORTH 85°29'51" EAST, A DISTANCE OF 159.39 FEET TO THE INTERSECTION WITH SAID SOUTHERLY LINE; THENCE SOUTH 80°42'34" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 711.48 FEET; THENCE SOUTH 09°19'01" WEST, DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 28.00 FEET; THENCE NORTH 80°42'34" WEST, A DISTANCE OF 741.82 FEET; THENCE SOUTH 85°28'37" WEST, A DISTANCE OF 96.17 FEET; THENCE SOUTH 04°31'23" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 85°28'37" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 04°31'23" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 85°28'37" WEST, A DISTANCE OF 12.08 FEET; THENCE SOUTH 04°31'22" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°28'37" WEST, A DISTANCE OF 10.00 FEET TO THE INTERSECTION WITH SAID EASTERLY LINE; THENCE NORTH 04°31'22" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 71.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,128 SQ. FT. (0.554 ACRES), MORE OR LESS.

LEGEND:

O.R.	OFFICIAL RECORDS BOOK
P.S.	PAGE
NO.	NUMBER
ID.	IDENTIFICATION
LLC	LIMITED LIABILITY COMPANY
INC	INCORPORATED
R/W	RIGHT OF WAY
#	NUMBER
RE	REAL ESTATE
SQ. FT.	SQUARE FEET
R/W	RIGHT OF WAY
PDOT	FLORIDA DEPARTMENT OF TRANSPORTATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT OF WAY OF STATE ROAD NO. 16, AS BEING SOUTH 81°10'44" EAST.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THE PURPOSE OF THIS SKETCH IS TO DEPICT A PROPOSED UTILITY AREA AS SPECIFIED BY THE CLIENT.
4. IMPROVEMENTS, IF ANY, ARE NOT SHOWN.

JOB No.	24-122	REVISION:	DATE:	BY:
DATE:	12/03/2025			
PARTY CHIEF:	NA			
F.B.	NA			
DRAWN BY:	C. CARLSON			
CHECKED BY:	J. THOMAS			

CAD FILE: \\samsa\JAS\PROJECTS\PM\24\SAM24-122\MURABELLA FOR DEBARTAL\DWG\24-122\MURABELLA APARTMENTS UTILITY EIRMT S&D.dwg

SURVEYING AND MAPPING, LLC CERTIFICATE OF AUTHORIZATION No. LB 7908

SAM

www.SAM.biz

8440 PHILIPS HIGHWAY, SUITE 7
JACKSONVILLE, FLORIDA 32286
(904) 888-0071

(904) 888-7174 FAX

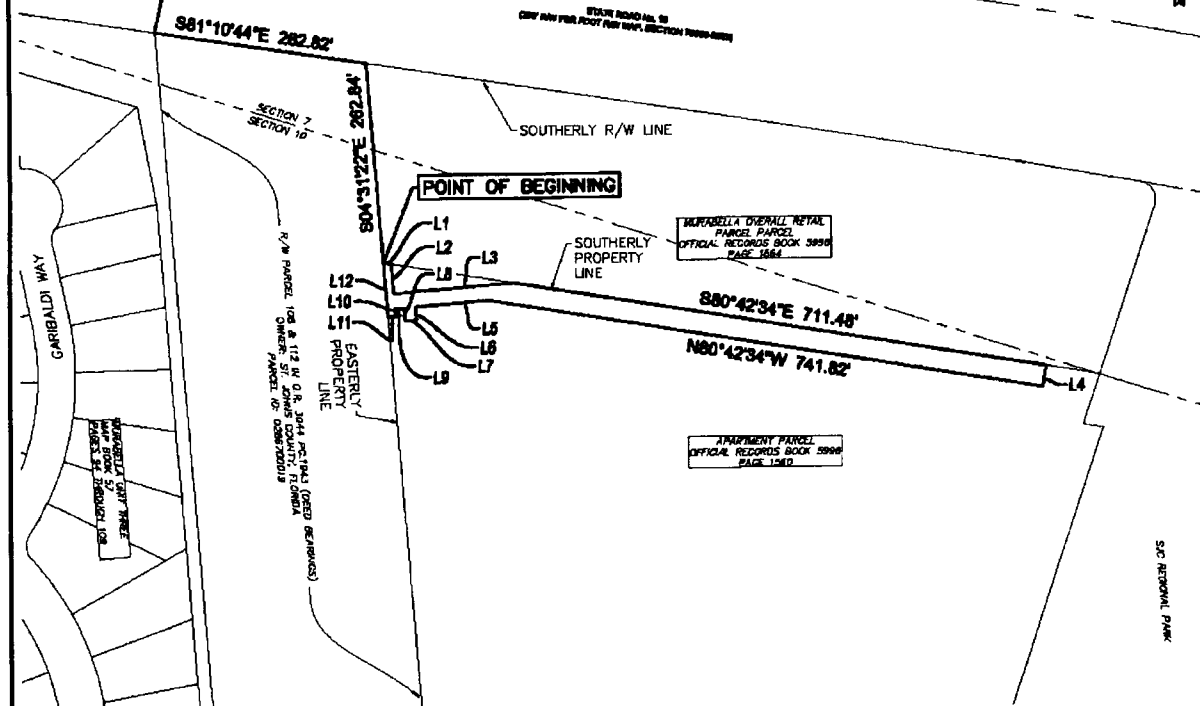
SHEET 1 OF 2

SKETCH AND DESCRIPTION OF
 BEING A PORTION OF SECTION 7 & 10, TOWNSHIP 6 SOUTH,
 RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.



1" = 200'
 GRAPHIC SCALE
 0 100' 200'

POINT OF COMMENCEMENT
 NORTH EAST CORNER OF
 MURABELLA UNIT THREE
 MAP BOOK 57, PAGES 94-108



Parcel Line Table		
Line #	Length	Direction
L1	10.30	S80° 42' 34"E
L2	39.13	S04° 31' 22"E
L3	159.39	N85° 29' 51"E
L4	28.00	S09° 19' 01"W

Parcel Line Table		
Line #	Length	Direction
L5	96.17	S85° 28' 37"W
L6	17.00	S04° 31' 23"E
L7	15.00	S85° 28' 37"W
L8	17.00	N04° 31' 23"W

Parcel Line Table		
Line #	Length	Direction
L9	12.06	S85° 28' 37"W
L10	10.00	S04° 31' 22"E
L11	10.00	S85° 28' 37"W
L12	71.59	N04° 31' 22"W

NOTES:

- SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

JOB No.	34-122	REVISION:	DATE:	BY:
DATE	12/03/2025			
PARTY CHIEF:	NA			
F.B.	NA			
DRAWN BY:	C. CARLSON			
CHECKED BY:	J. THOMAS			
CAD FILE: \\sams\lms\PROJECTS\34-122\34-122 MURABELLA FOR DEBARTALONE\DWG\34-122 MURABELLA APARTMENTS UTILITY PRINT 8/20/24.dwg				

SURVEYING AND MAPPING, LLC
 CERTIFICATE OF AUTHORIZATION No. LB 7908

 9440 PHILIPS HIGHWAY, SUITE 7
 JACKSONVILLE, FLORIDA 32266
 (904) 886-0071
 (904) 886-7174 FAX
 www.SAM.biz

SHEET 2 OF 2

EXHIBIT "B"

INGRESS/EGRESS AREA

SKETCH AND DESCRIPTION OF

BEING A PORTION OF SECTION 7 & 10, TOWNSHIP 6 SOUTH,
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

BEING A PORTION OF SECTION 7 & 10 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5006, PAGE 1580, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF MURABELLA UNIT THREE, A PLAT BEING RECORDED IN MAP BOOK 57, PAGES 94 THROUGH 108, OF SAID PUBLIC RECORDS, SAID CORNER LAYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 16, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 81°10'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 282.82 FEET TO THE NORTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3044, PAGE 1943 OF SAID PUBLIC RECORDS; THENCE SOUTH 04°31'22" EAST, DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 282.84 FEET TO THE INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5006, PAGE 1584 OF SAID PUBLIC RECORDS; THENCE SOUTH 80°42'34" EAST, DEPARTING SAID EASTERLY LINE AND ALONG SAID SOUTHERLY LINE, A DISTANCE OF 886.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80°42'34" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 72.21 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 18°38'18" WEST, DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 28.37 FEET; THENCE NORTH 80°42'34" WEST, A DISTANCE OF 87.82 FEET; THENCE NORTH 08°19'01" EAST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,958 SQ. FT. (0.045 ACRES), MORE OR LESS.

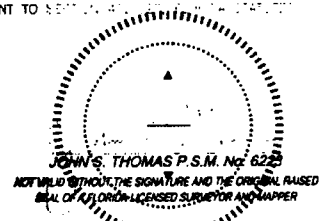
LEGEND:

C.R.	OFFICIAL RECORDS BOOK
P.G.	PAGE
NO.	NUMBER
ID.	IDENTIFICATION
LLC	LIMITED LIABILITY COMPANY
INC	INCORPORATED
R/W	RIGHT OF WAY
#	NUMBER
RE	REAL ESTATE
SQ. FT.	SQUARE FEET
R/W	RIGHT OF WAY
FOOT	FLORIDA DEPARTMENT OF TRANSPORTATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 403, CHAPTER 461, FLORIDA STATUTES.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT OF WAY OF STATE ROAD NO. 16, AS BEING SOUTH 81°10'44" EAST.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THE PURPOSE OF THIS SKETCH IS TO DEPICT A PROPOSED ACCESS AREA AS SPECIFIED BY THE CLIENT.
4. IMPROVEMENTS, IF ANY, ARE NOT SHOWN.



JOB No.	24-122	REVISION:	DATE:	BY:
DATE:	12/03/2025			
PARTY CHIEF:	N/A			
F.B.	N/A			
DRAWN BY:	C. CARLSON			
CHECKED BY:	J. THOMAS			
CAD FILE: \\sam\proj\proj\24-122 MURABELLA FOR DEBARTALOWSKI\24-122 MURABELLA APARTMENTS UTILITY ACCESS ERM1 BND.dwg				

SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION No. LB 7908

SAM

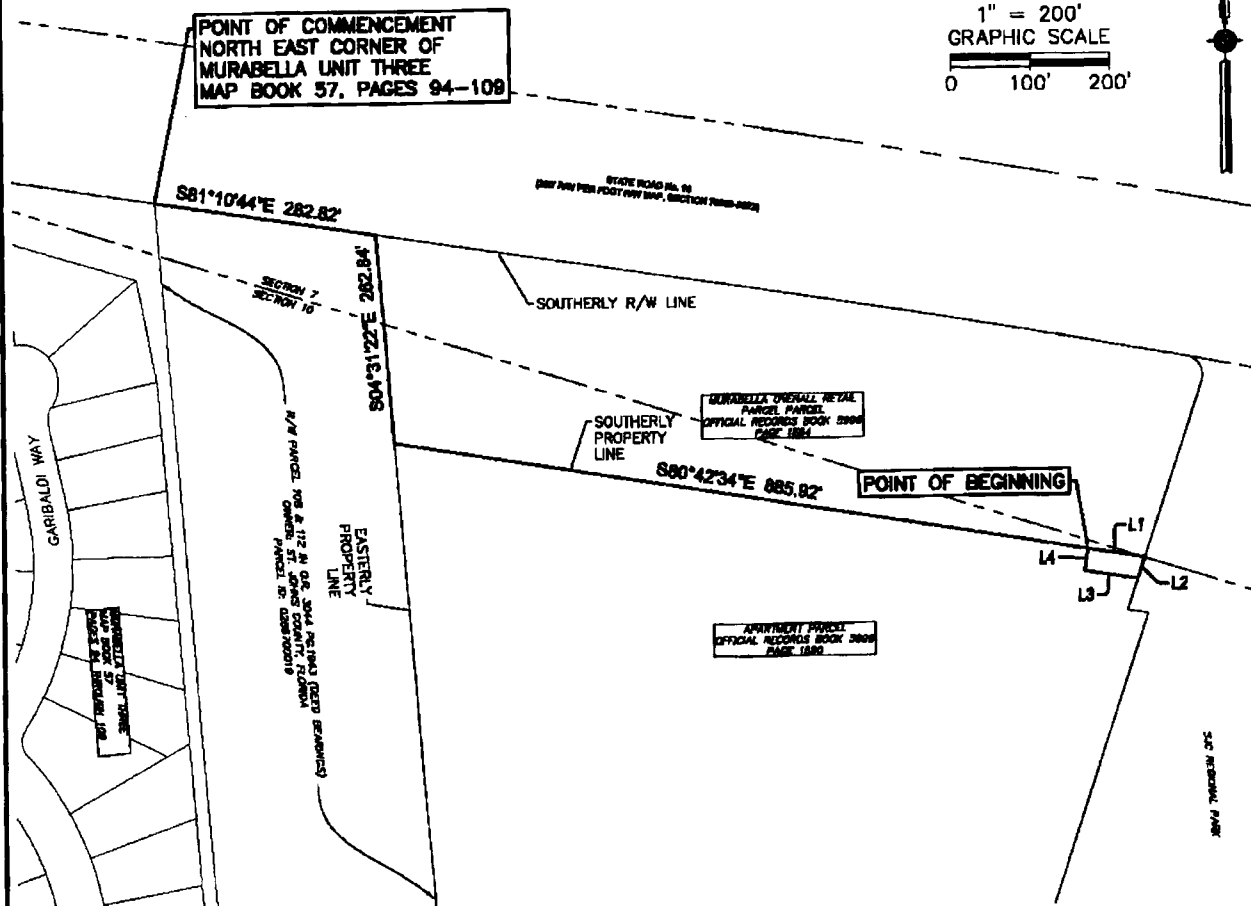
9440 PHILIPS HIGHWAY, SUITE 7
JACKSONVILLE, FLORIDA 32256
(904) 886-0071

www.SAM.biz

(904) 886-7174 FAX

SHEET 1 OF 2

SKETCH AND DESCRIPTION OF
 BEING A PORTION OF SECTION 7 & 10, TOWNSHIP 6 SOUTH,
 RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.



Parcel Line Table

Line #	Length	Direction
L1	72.21	S80° 42' 34"E
L2	28.37	S18° 36' 18"W
L3	67.62	N80° 42' 34"W
L4	28.00	N09° 19' 01"E

NOTES:

- SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

JOB No. 24-122
 DATE: 12/03/2025
 PARTY CHIEF: MA
 F.S.L. MA
 DRAWN BY: C. CARLSON
 CHECKED BY: J. THOMAS

REVISION:	DATE:	BY:

CAD FILE: \\samsam\projects\24-122 MURABELLA FOR DEBARTALODW\24-122
 MURABELLA APARTMENTS UTILITY ACCESS ESMT.SMT.dwg

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION No. LB 7908



3440 PHILIPS HIGHWAY, SUITE 7
 JACKSONVILLE, FLORIDA 32256
 (904) 886-0071

www.SAM.biz

(904) 886-7174 FAX

SHEET 2 OF 2

Prepared by and
After recording return to:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

Exhibit "B" to the Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT (this "Easement Agreement") executed and given this 17th day of December, 2025 by **MURABELLA RETAIL OWNER, LLC**, a Florida limited liability company with an address of 3820 Northdale Boulevard, Suite 100B, Tampa, FL 33624, 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 to install, construct, operate, maintain, repair, replace and remove pipes and mains (the "Easement") constituting the underground water distribution system, reuse distribution system, sewer force mains and utility system lines (collectively, the "Utility Lines") and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, sewer, and/or reuse utility service lines (the "Associated Equipment" and hereinafter collectively with the Utility Lines referred to as the "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 over the Easement Area as is reasonably necessary for Grantee to access the Easement Area and for the use and enjoyment of the Easement herein granted. The location of the Ingress/Egress Area has been mutually agreed upon by the Grantor and Grantee. This Easement is for water, sewer and/or reuse utility services only and does not convey any right to install other utilities, including, but not limited to cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, its 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.

2. The Easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record and all matters that would be disclosed by a survey of the Easement Area.

3. (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 does not obstruct or prevent the Grantee from using the Easement Area for the purposes set forth in this Easement Agreement; and (ii) subsurface of the Easement Area for other utility services or

other purposes which do not materially and adversely 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. Notwithstanding anything set forth herein to the contrary, Grantee acknowledges and agrees that Grantor shall have the right to install asphalt, paving, sidewalks, lighting, landscaping, curbing, water, reclaim and sanitary sewer force mains within the Easement Area.

(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, in Grantee's reasonable discretion, 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 by Grantor to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the Utility Lines and Associated Equipment located within the Easement Area. Upon relocation of said Utility Lines and Associated Equipment, the easement rights granted pursuant to this Easement Agreement shall apply to such relocated Utility Lines and Associated Equipment without the need for Grantor to execute and deliver to Grantee, a separate easement. 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 area designated by and located on the property owned by the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with the use and occupancy of Grantor's property by Grantor or its invitees, licensees, or permittees, including without limitation, access to or from said property.

4. (a) **WATER SYSTEM** - The Grantee shall maintain all Utility Lines and Associated Equipment, including the water mains and other elements of the water distribution system up to and including the water meter or meters located within the Easement Area. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter located within the Easement Area and the improvements served by the Utility Lines and Associated Equipment located within Grantor's property.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **REUSE SYSTEM** - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters located within the Easement Area. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter located within the Easement Area and the improvements served by the Utility Lines and Associated Equipment located within Grantor's property.

5. After any installation, construction, repair, replacement or removal of the Utility Lines and Associated Equipment as to which easement rights are granted herein, Grantee shall refill any holes or trenches in a proper and workmanlike manner and promptly remove all materials, debris, equipment from the Easement Area and Grantor's property in a proper and workmanlike manner 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 the Utility Lines and Associated Equipment. Notwithstanding anything set forth herein to the contrary, to the extent permitted by 768.28 Florida Statutes, however, Grantee shall be responsible for damage to Grantor's property and improvements that are caused by Grantee's and its agents', representatives' and employees' 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.

6. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee agrees to indemnify, defend and hold Grantor harmless for, from and against any and all loss, damage, liability, suit, claim, cost, and expense incurred by Grantor as result of the exercise by the Grantee and its employees, agents, or representatives of the rights granted hereunder, including, without limitation, reasonable attorneys' fees, except to the extent directly caused by the willful misconduct or negligence of Grantor and its employees, agents, or representatives.

7. This Grant of Easement Agreement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

8. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the fee simple owner from time to time of the Easement Area or any part thereof.

9. This Easement Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof, and may not be amended, except by instrument in writing signed by both parties.

10. This Easement Agreement and provisions contained herein shall be construed and interpreted in accordance with the laws of the State of Florida, County of St. Johns. The prevailing party in any action to enforce this Easement Agreement and its provisions shall be entitled to recover from the non-prevailing party all of its reasonable attorneys' fees, paralegal fees, and costs incurred in connection with such action, including all appellate proceedings.

**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:

MURABELLA RETAIL OWNER, LLC
a Florida limited liability company

Mellisa Horton
Witness Signature

By: [Signature]

MELLISA Horton
Print Name

Print Name: James D. Palermo

Title: Executive Vice President

3820 Northdale Blvd.

Tampa, FL 33624
Witness Address **REQUIRED** BUSINESS OR PERSONAL

Kari Tarr
Witness Signature

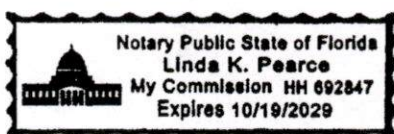
Kari Tarr
Print Name

3820 Northdale Blvd #100B

Tampa FL 33624
Witness Address **REQUIRED** BUSINESS OR PERSONAL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 17th day of December, 2025, by James D. Palermo, who is the Executive Vice President of MURABELLA RETAIL OWNER, LLC, a Florida limited liability company, on behalf of the limited liability company. Such person is personally known to me or has produced _____ as identification.



Linda K. Pearce
Notary Public
My Commission Expires: 10/19/29

EXHIBIT "A"

EASEMENT AREA

SKETCH AND DESCRIPTION OF

BEING A PORTION OF SECTION 7 & 10, TOWNSHIP 6 SOUTH,
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

BEING A PORTION OF SECTION 7 & 10 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5886, PAGE 1584, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF MURABELLA UNIT THREE, A PLAT BEING RECORDED IN MAP BOOK 57, PAGES 94 THROUGH 108, OF SAID PUBLIC RECORDS, SAID CORNER LAYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 16, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 81°10'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 282.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 81°10'44" EAST, A DISTANCE OF 10.28 FEET; THENCE SOUTH 04°31'22" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 282.82 FEET TO THE INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5886, PAGE 1580 OF SAID PUBLIC RECORDS; THENCE NORTH 80°42'34" WEST, ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 10.30 FEET TO THE INTERSECTION WITH THE EASTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3044, PAGE 1943 OF SAID PUBLIC RECORDS; THENCE NORTH 04°31'22" WEST, DEPARTING SAID NORTHERLY LINE AND ALONG SAID EASTERLY LINE, A DISTANCE OF 282.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,829 SQ. FT. (0.065 ACRES), MORE OR LESS.

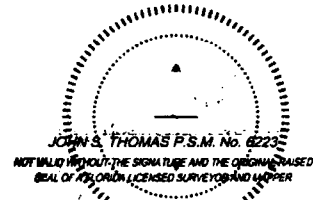
LEGEND:

O.R.	OFFICIAL RECORDS BOOK
P.G.	PAGE
NO.	NUMBER
ID.	IDENTIFICATION
LLC	LIMITED LIABILITY COMPANY
INC	INCORPORATED
R/W	RIGHT OF WAY
#	NUMBER
RE	REAL ESTATE
SQ. FT.	SQUARE FEET
R/W	RIGHT OF WAY
FOOT	FLORIDA DEPARTMENT OF TRANSPORTATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 461, F.S.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT OF WAY OF STATE ROAD NO. 16, AS BEING SOUTH 81°10'44" EAST.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THE PURPOSE OF THIS SKETCH IS TO DEPICT A PROPOSED UTILITY AREA AS SPECIFIED BY THE CLIENT.
4. IMPROVEMENTS, IF ANY, ARE NOT SHOWN.



JOB No.	24-122	REVISION:	DATE:	BY:
PARTY CHIEF:	NH			
F.S.	NH			
DRAWN BY:	C. CARLSON			
CHECKED BY:	J. THOMAS			
CAD FILE: \\srmind\JAS\PROJECTS-PJM\24-122 MURABELLA FOR DEBARTALDOW\24-122 MURABELLA RETAIL UTILITY SMT 880.dwg				

SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION No. LB 7908
SAM
9440 PHILIPS HIGHWAY, SUITE 7
JACKSONVILLE, FLORIDA 32256
(904) 886-0071
www.SAM.biz (904) 886-7174 FAX

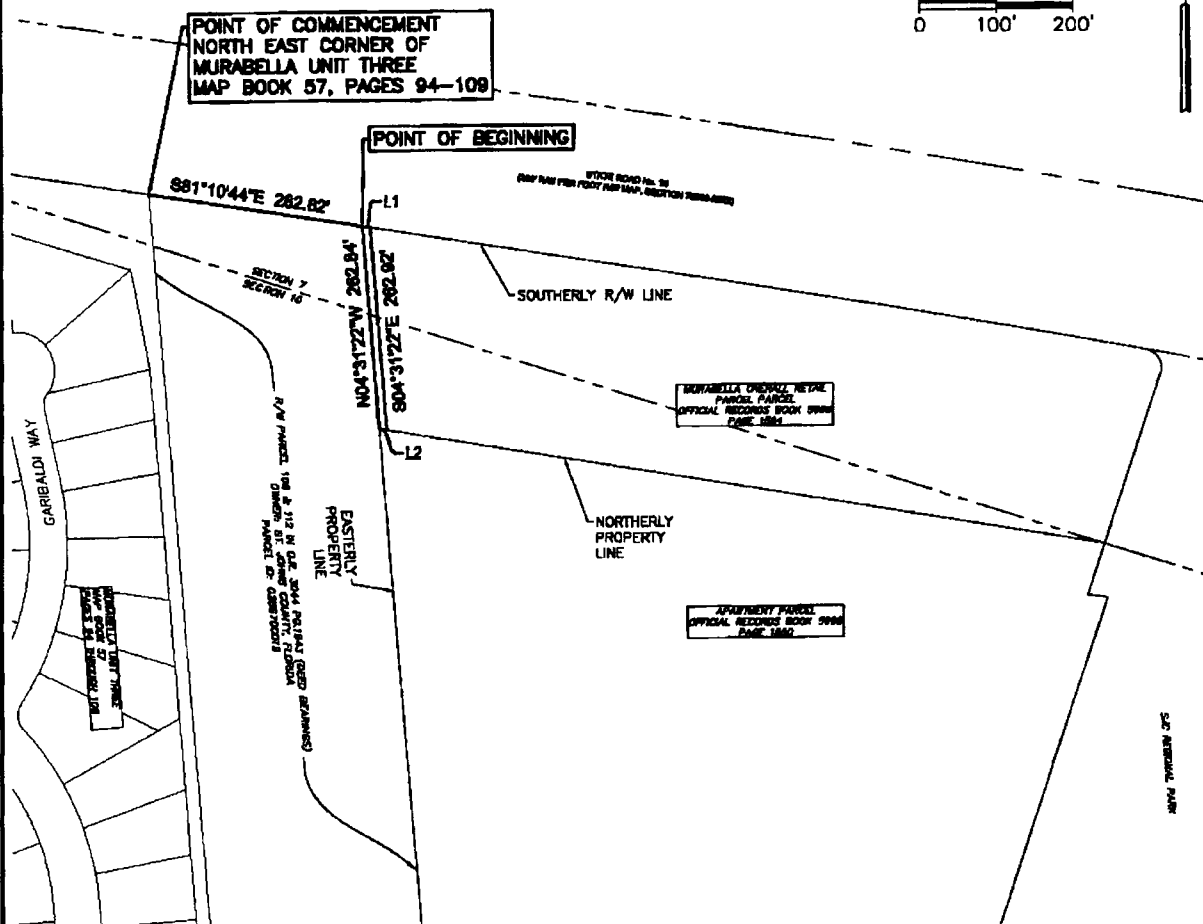
SHEET 1 OF 3

BEING A PORTION OF SECTION 7 & 10, TOWNSHIP 6 SOUTH,
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

1" = 200'
GRAPHIC SCALE



A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '100'' at the midpoint, and '200'' at the right end.



Line #	Length	Direction
L1	10.28	S81° 10' 44"E
L2	10.30	N80° 42' 34"W

• SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

JOB No. 24-122 PARTY CHIEF: N/A F.E. N/A DRAWN BY: C. CARLSON CHECKED BY: J. THOMAS	REVISION:	DATE:	BY:

CAD FILE: I:\ARCHIVE\JAZ\PROJECTS-FG4\SAM54-122\MURABELLA FOR DEBARTALO\DWG54-122
 MURABELLA FOR DEBARTALO UTILITY FRONT S&D.dwg

SAW

9440 PHILIPS HIGHWAY, SUITE 7
JACKSONVILLE, FLORIDA 32258
(904) 886-0071
(904) 886-7174 FAX

SHEET 2 OF 2

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

PROJECT: Murabella Multifamily

Murabella Owner, LLC - 3820 Northdale Blvd #100B - Tampa, FL 33624

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 21st day of January, 2026.

WITNESS:

[Signature]
Witness Signature

CHRISTIAN Bhee
Witness Print Name

OWNER:

[Signature]
Owner Signature

James D. Palermo, Executive Vice President
Owner Print Name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 21st day of January, 2026, by

James D. Palermo as Executive Vice President for
Murabella Owner, LLC.

[Signature]
Notary Public
My Commission Expires: 10/19/2029

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name:	Murabella Multifamily			
Contractor:	Vallencourt Inc			
Developer:	Murabella Owner, LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
16" DR18	LF	320	\$ 159.60	\$ 51,072.00
12" DR18	LF	52	\$ 279.46	\$ 14,532.00
8" DR18	LF	955	\$ 58.04	\$ 55,432.00
6" DR18	LF	30	\$ 16.07	\$ 482.00
	LF		\$ -	\$ -
Water Valves (Size and Type)				
16" Gate Valve	Ea	2	\$ 24,042.70	\$ 48,085.40
8" Gate Valve	Ea	8	\$ 1,807.00	\$ 14,456.00
6" Gate Valve	Ea	2	\$ 1,203.00	\$ 2,406.00
Tapping Sleeves 20x16	Ea	2	\$ 6,280.00	\$ 12,560.00
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" Mueller	Ea	2	\$ 3,064.00	\$ 6,128.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
Flushing Hydrant	Ea	1	\$ 2,111.20	\$ 2,111.20
Meter Vault & Bypass 3"	Ea	1	\$ 16,745.50	\$ 16,745.50
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost			\$	224,010.10

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

Project Name:	Murabella Multifamily			
Contractor:	Vallencourt Inc			
Developer:	Murabella Owner, LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
8" HDPE Drill Pipe	LF	154	\$ 121.69	\$ 18,740.00
6" DR18	LF	15	\$ 59.11	\$ 886.65
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
6" Gate Valve	Ea	2	\$ 1,203.00	\$ 2,406.00
Tapping Sleeve 20x6	Ea	1	\$ 1,929.00	\$ 1,929.00
	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	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				\$ 23,961.65

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

Project Name:	Murabella Multifamily			
Contractor:	Vallencourt Inc			
Developer:	Murabella Owner, LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
6" HDPE Drill Pipe	LF	154	\$ 102.47	\$ 15,780.00
4" DR18	LF	1042	\$ 40.98	\$ 42,706.00
2" Poly	LF	5	\$ 29.00	\$ 145.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
6" Gate Valve	Ea	1	\$ 974.00	\$ 974.00
4" Gate Valve	Ea	5	\$ 1,168.80	\$ 5,844.00
2" Gate Valve	Ea	5	\$ 279.00	\$ 1,395.00
Tapping Sleeve 24x4	Ea	1	\$ 1,830.00	\$ 1,830.00
	Ea		\$ -	\$ -
Sevices (Size and Type)				
Meter Box	Ea	1	\$ 275.00	\$ 275.00
2"/1.5" Curb Stop	Ea	1	\$ 193.00	\$ 193.00
Flushing Hydrant	Ea	1	\$ 2,111.20	\$ 2,111.20
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ 71,253.20

Exhibit "D" to the Resolution



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

\$319,224.95

The undersigned lienor, in consideration of the sum

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

1/16/26

to

Murabella Owner LLC

Date

(Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

Murabella Multifamily

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 13th day of January, 2026.

WITNESS:

Witness Signature

Print Witness Name

STATE OF

COUNTY OF

CONTRACTOR:

Lienor's Signature

Print Lienor's Name

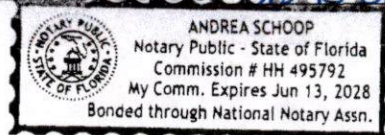
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of January, 2026, by

Thomas M. Weems as VP of Construction for DeBartolo Construction Services, LLC

Notary Public

My Commission Expires: 06-13-2028

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name:	Murabella Multifamily			
Contractor:	Vallencourt Inc			
Developer:	Murabella Owner, LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
16" DR18	LF	320	\$ 159.60	\$ 51,072.00
12" DR18	LF	52	\$ 279.46	\$ 14,532.00
8" DR18	LF	955	\$ 58.04	\$ 55,432.00
6" DR18	LF	30	\$ 16.07	\$ 482.00
	LF		\$ -	\$ -
Water Valves (Size and Type)				
16" Gate Valve	Ea	2	\$ 24,042.70	\$ 48,085.40
8" Gate Valve	Ea	8	\$ 1,807.00	\$ 14,456.00
6" Gate Valve	Ea	2	\$ 1,203.00	\$ 2,406.00
Tapping Sleeves 20x16	Ea	2	\$ 6,280.00	\$ 12,560.00
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" Mueller	Ea	2	\$ 3,064.00	\$ 6,128.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
Flushing Hydrant	Ea	1	\$ 2,111.20	\$ 2,111.20
Meter Vault & Bypass 3"	Ea	1	\$ 16,745.50	\$ 16,745.50
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost				\$ 224,010.10

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

Project Name:	Murabella Multifamily			
Contractor:	Vallencourt Inc			
Developer:	Murabella Owner, LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
8" HDPE Drill Pipe	LF	154	\$ 121.69	\$ 18,740.00
6" DR18	LF	15	\$ 59.11	\$ 886.65
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
6" Gate Valve	Ea	2	\$ 1,203.00	\$ 2,406.00
Tapping Sleeve 20x6	Ea	1	\$ 1,929.00	\$ 1,929.00
	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	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				\$ 23,961.65

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

Project Name:	Murabella Multifamily			
Contractor:	Vallencourt Inc			
Developer:	Murabella Owner, LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
6" HDPE Drill Pipe	LF	154	\$ 102.47	\$ 15,780.00
4" DR18	LF	1042	\$ 40.98	\$ 42,706.00
2" Poly	LF	5	\$ 29.00	\$ 145.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
6" Gate Valve	Ea	1	\$ 974.00	\$ 974.00
4" Gate Valve	Ea	5	\$ 1,168.80	\$ 5,844.00
2" Gate Valve	Ea	5	\$ 279.00	\$ 1,395.00
Tapping Sleeve 24x4	Ea	1	\$ 1,830.00	\$ 1,830.00
	Ea		\$ -	\$ -
Sevices (Size and Type)				
Meter Box	Ea	1	\$ 275.00	\$ 275.00
2"/1.5" Curb Stop	Ea	1	\$ 193.00	\$ 193.00
Flushing Hydrant	Ea	1	\$ 2,111.20	\$ 2,111.20
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ 71,253.20

Exhibit "E" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT

Date: 1/13/2026 **3E - CLOSEOUT - WARRANTY**
Project Title: MURABELLA MULTIFAMILY
FROM: DeBartolo Construction Services, LLC.
Contractor's Name
Address: 3820 Northdale Blvd #100B
Tampa, FL 33624

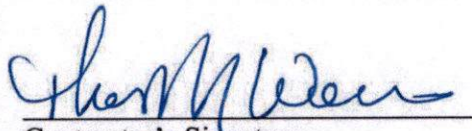
TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

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:

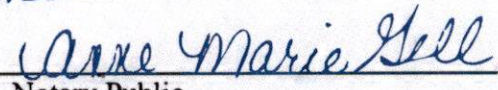
Thomas M. Weems, VP of Construction
Print Contractor's Name


Contractor's Signature

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____
on-line notarization, this 13th day of January, 20 26, by
Thomas M Weems as VP of Construction for
DeBartolo Construction Services, LLC




Notary Public
My Commission Expires: July 12, 2026

Personally Known or Produced Identification
Type of Identification Produced



Exhibit "F" to the Resolution

**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16

St. Augustine, Florida 32084

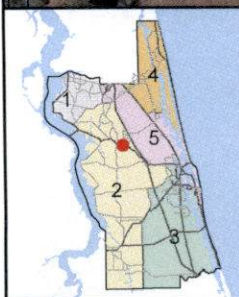
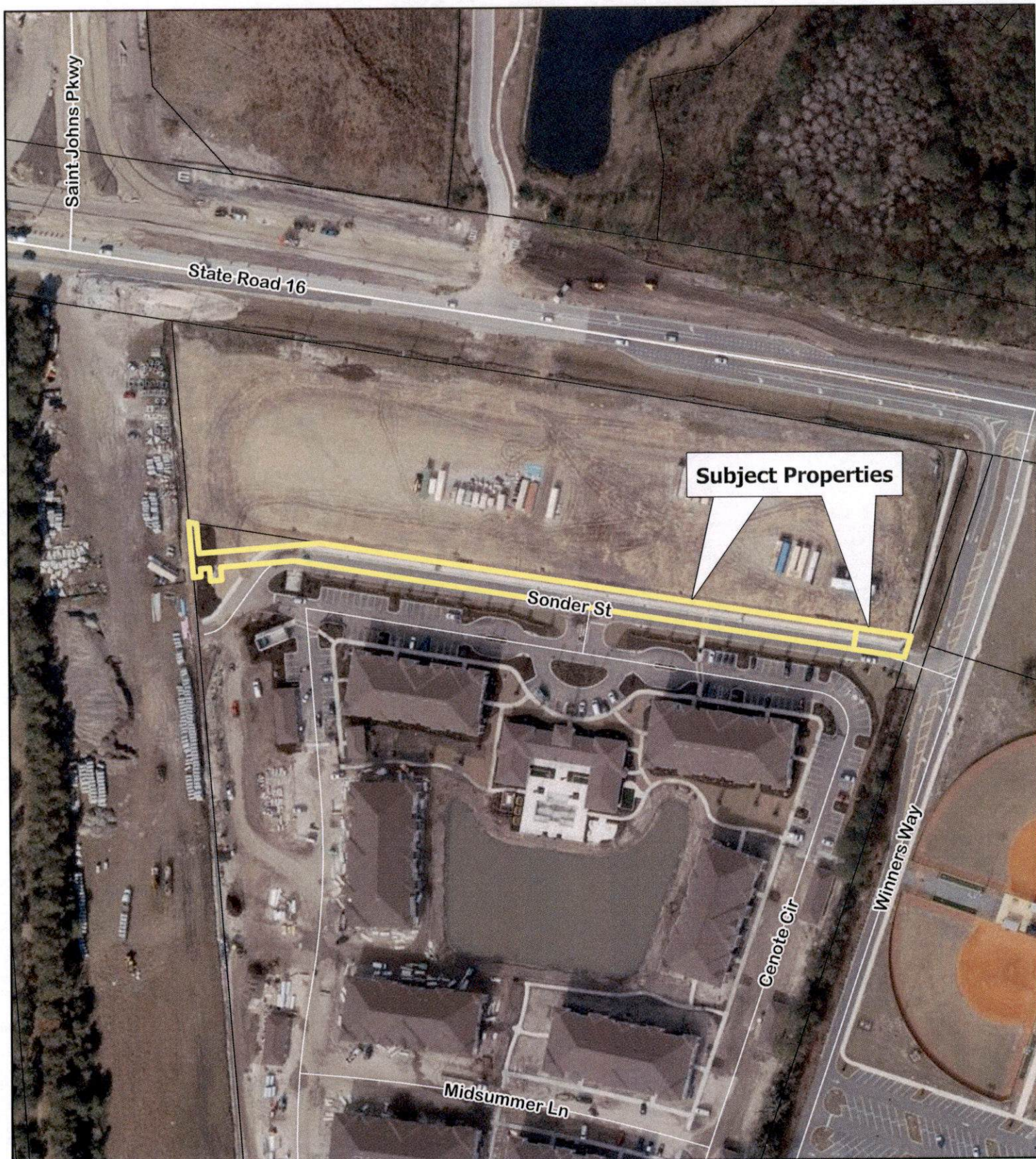
I N T E R O F F I C E M E M O R A N D U M

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: June 4, 2026
SUBJECT: Murabella Multifamily Phase 1 (ASBULT 2026000001)

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 Murabella Multifamily Phase 1.

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.



Imagery Date: 01/2026

Date: 6/17/2026

Murabella Multifamily Phase 1

Easements, 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.