

RESOLUTION NO. 2026- 30

**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 MERCEDES @ WORLD COMMERCE CENTER LOCATED OFF WORLD COMMERCE PARKWAY.**

**RECITALS**

**WHEREAS**, Fields Motorcars of Florida, Inc., a Florida 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 Mercedes @ World Commerce Center, attached hereto as Exhibits “A” and “B”, incorporated by reference and made a part hereof; and

**WHEREAS**, W. Gardner, a Florida limited liability company, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Mercedes @ World Commerce Center, 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 3<sup>rd</sup> day of February, 2026.

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

Rendition Date FEB 04 2026

By: Clay Murphy  
Clay Murphy, Chair

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

Brandon J. Patty  
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 14th day of August, 2025 by Fields Motorcars of Florida, Inc., with an address of 350 S. Lake Destiny Drive, Orlando, FL 32810, 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

By: [Signature]

Patti L Napier  
Print Name

Print Name: Shermin L. Pelinski

Title: Secretary

2100 Frontage Rd  
Glencoe, IL 60022  
Witness Address **REQUIRED** BUSINESS OR PERSONAL

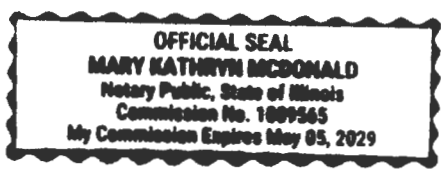
[Signature]  
Witness Signature

Raquel Rios  
Print Name

2100 Frontage Rd  
Glencoe, IL 60022  
Witness Address **REQUIRED** BUSINESS OR PERSONAL

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of August, 2025, by Shermin L. Pelinski who is Secretary of Fields Motorcars of Florida, Inc.. Such person is personally known to me or has produced \_\_\_\_\_ as identification.



Mary Kathryn McDonald  
Notary Public  
My Commission Expires: 05/05/2029

**EXHIBIT "A"**  
**EASEMENT AREA**

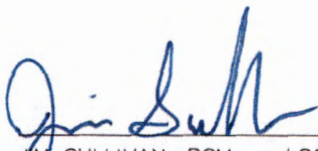
DESCRIPTION:

A PART OF GOVERNMENT LOT 1 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

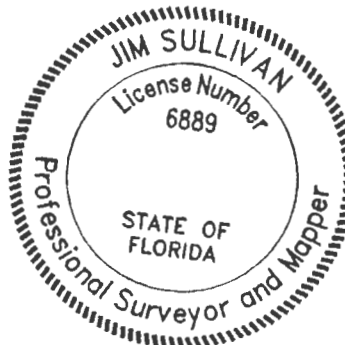
COMMENCING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WORLD COMMERCE CENTER PARKWAY, (A 130 FOOT WIDE RIGHT OF WAY, AS NOW ESTABLISHED), BEING THE MOST NORTHERLY CORNER OF A CALLED 15.50 ACRE TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 3207, PAGE 363 OF THE ST. JOHNS COUNTY PUBLIC RECORDS AND THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 64°08'41" WEST, 920.00 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND WITH SAID CURVE TO THE RIGHT, A DISTANCE OF 188.14 FEET, HAVING A RADIUS OF 920.00 FEET, A CENTRAL ANGLE OF 11°43'02", AND CHORD BEARS SOUTH 19°59'48" EAST, 187.82 FEET TO THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE IN A SOUTHEASTERLY DIRECTION CONTINUING ALONG AND WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 5.00 FEET, HAVING A RADIUS OF 920.00 FEET, A CENTRAL ANGLE OF 00°18'41" AND CHORD WHICH BEARS S 13°58'56" E, 5.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, S 75°50'57" W, A DISTANCE OF 5.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, N 13°58'56" W, A DISTANCE OF 5.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, N 75°50'57" E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0006 OF ONE ACRE (25 SQUARE FEET) OF LAND.


NOTES:

1. THE PURPOSE OF THE SKETCH IS SOLELY TO ILLUSTRATE AN AREA FOR A PROPOSED EASEMENT.
2. THE SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THE SKETCH IS NOT A BOUNDARY SURVEY.
4. THE BEARINGS SHOWN HEREON FOR THE PROPOSED EASEMENT ARE REFERENCED TO THE HORIZONTAL DATUM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/11.



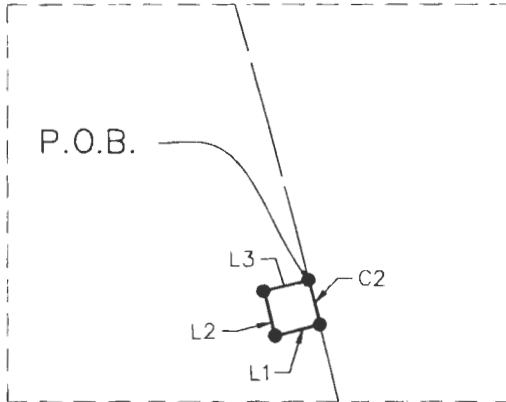
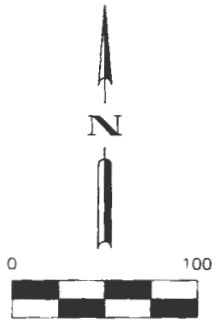
JIM SULLIVAN, PSM LS61889  
BGE, INC.  
10151 DEERWOOD PARK BLVD.  
BLDG. 200, SUITE 200  
JACKSONVILLE, FLORIDA 32256  
TELEPHONE: (561) 559-2280  
EMAIL: JSULLIVAN@BGEINC.COM



			
BGE, Inc. 10151 Deerwood Park Blvd., Bldg. 200, Suite 200, Jacksonville, FL 32256 Tel: 904-990-8383 • www.bgeinc.com Florida Licensed Surveying Firm No. LB8533			
Copyright 2025			
0.0006 ACRE W.M.E. SECTION 38-T6S-R28E MERCEDES-BENZ AT WORLD COMMERCE CENTER ST. AUGUSTINE ST. JOHNS COUNTY, FL			
Scale:	Job No.:	Date:	Drawing:
NONE	12481	7/23/2025	1 OF 2

**LEGEND**

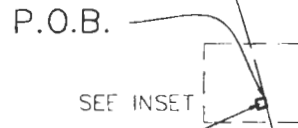
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION  
 NO. NUMBER  
 O.R.B. OFFICIAL RECORD BOOK  
 PG. PAGE  
 P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCING  
 R/W RIGHT-OF-WAY  
 S.J.C.P.R. ST. JOHNS COUNTY PUBLIC RECORDS  
 SQ. FT. SQUARE FEET  
 W.M.E. WATER METER EASEMENT



INSET  
 SCALE 1" = 20'

P.O.C.  
 MOST NORTHERLY  
 CORNER OF A CALLED  
 15.50 ACRE TRACT  
 UNPLATTED  
 O.R.B. 3153, PG. 1854 S.J.C.P.R.

WORLD COMMERCE PARKWAY  
 O.R.B. 2374, PG. 1873 S.J.C.P.R.  
 130' R/W



**0.0006 ACRES**  
 25 SQ. FT.  
 WATER METER  
 EASEMENT

UNPLATTED  
 CALLED 15.50 ACRES  
 STEINEMANN-WOLFE, LLC  
 O.R.B. 3207, PG. 363 S.J.C.P.R.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 75°50'57" W	5.00'
L2	N 13°58'56" W	5.00'
L3	N 75°50'57" E	5.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	188.14'	920.00'	11°43'02"	S 19°59'48" E	187.82'
C2	5.00'	920.00'	0°18'41"	S 13°58'56" E	5.00'

*Handwritten signature*

**BGE, Inc.**  
 10151 Deerwood Park Blvd., Bldg. 200, Suite 200, Jacksonville, FL 32256  
 Tel. 904-990-8383 • www.bgeinc.com  
 Florida Licensed Surveying Firm No. LB8533  
 Copyright: 2025

**0.0006 ACRE W.M.E.**  
**SECTION 38-T6S-R28E**  
**MERCEDES-BENZ AT**  
**WORLD COMMERCE CENTER**  
**ST. AUGUSTINE**  
**ST. JOHNS COUNTY, FL**

Scale: 1" = 100'	Job No.: 12481	Date: 7/23/2025	Drawing: 2 OF 2
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Exhibit "B" to the Resolution  
**ST. JOHNS COUNTY UTILITY DEPARTMENT**  
**3F - CLOSEOUT - BILL OF SALE**

**PROJECT:** Mercedes Benz at World Commerce Center

Fields Motorcars of Florida, Inc., 350 S. Lake Destiny Dr. Orlando, FL 32810

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 11th of July, 2025.

**WITNESS:**

Raquel Rios  
Witness Signature

Raquel Rios  
Witness Print Name

**OWNER:**

Shermin L. Pelinski  
Owner Signature

Shermin L. Pelinski  
Owner Print Name

STATE OF Illinois

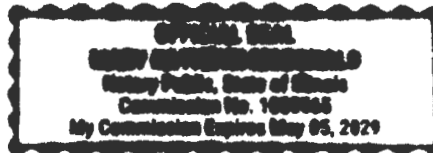
COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization, this 11th day of July, 2025, by

Shermin L. Pelinski as Secretary for Fields Motorcars of Florida, Inc.

Mary Kathryn McDonald  
Notary Public  
My Commission Expires: May 5, 2029

Personally Known or Produced Identification  
Type of Identification Produced



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

Project Name: Fields Mercedes  
 Contractor: W. Gardner, LLC  
 Developer: ICI

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
8" PVC	LF	14	\$ 97.20	\$ 1,360.80
2" Poly	LF	5	\$ 19.83	\$ 99.15
6" PVC	LF	21	\$ 36.50	\$ 766.50
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
8" Gate Valve	Ea	1	\$ 3,184.90	\$ 3,184.90
6" Gate Valve	Ea	2	\$ 1,845.36	\$ 3,690.72
2" Gate Valve	Ea	1	\$ 1,140.75	\$ 1,140.75
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
6" Fire Hydrant Assembly	Ea	1	\$ 9,376.08	\$ 9,376.08
	Ea			\$ -
	Ea		\$ -	\$ -
<b>Sevices (Size and Type)</b>				
Single Water Service	Ea	1	\$ 2,600.53	\$ 2,600.53
	Ea			\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 22,219.43</b>

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 \$22,219.43

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

October 16, 2025 to ICI
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR
Fields Mercedes

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 16 day of October, 2025.

WITNESS:
Judson Cutts
Witness Signature
Print Witness Name

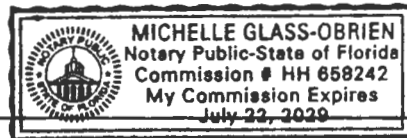
CONTRACTOR:
Tom Unger
Lienor's Signature
Print Lienor's Name

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of October, 2025, by Thomas Unger as Executive Vice President for W. Gardner, LLC

Michelle Glass-O'Brien
Notary Public
My Commission Expires: 7/22/2029

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name: Fields Mercedes  
 Contractor: W. Gardner, LLC  
 Developer: ICI

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
8" PVC	LF	14	\$ 97.20	\$ 1,360.80
2" Poly	LF	5	\$ 19.83	\$ 99.15
6" PVC	LF	21	\$ 36.50	\$ 766.50
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
8" Gate Valve	Ea	1	\$ 3,184.90	\$ 3,184.90
6" Gate Valve	Ea	2	\$ 1,845.36	\$ 3,690.72
2" Gate Valve	Ea	1	\$ 1,140.75	\$ 1,140.75
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
6" Fire Hydrant Assembly	Ea	1	\$ 9,376.08	\$ 9,376.08
	Ea			\$ -
	Ea		\$ -	\$ -
<b>Sevices (Size and Type)</b>				
Single Water Service	Ea	1	\$ 2,600.53	\$ 2,600.53
	Ea			\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 22,219.43</b>

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

Date: June 30, 2025  
Project Title: Fields Mercedes  
FROM: W. Gardner, LLC  
Contractor's Name  
Address: 4929 Atlantic Blvd  
Jacksonville, FL 32207

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

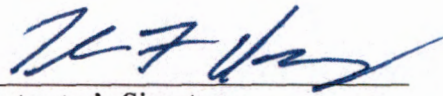
The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

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:**

Tom Unger

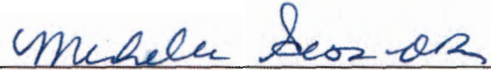
Print Contractor's Name



Contractor's Signature

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ on-line notarization, this 30 day of June, 2025, by Thomas Unger as Executive Vice President for W. Gardner, LLC.



Notary Public

My Commission Expires: 7/22/2029

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

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

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**TO:** David Kaufman, Real Estate Manager  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**DATE:** December 16, 2025  
**SUBJECT:** Mercedes @ World Commerce Center (ASBULT 2025000123)

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 Mercedes @ World Commerce Center.

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: 12/23/2025

**Mercedes at  
World Commerce Center**

**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.