

RESOLUTION NO. 2026- 40

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, BILL OF SALE WITH SCHEDULE OF VALUES, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE MOULTRIE SQUARE OUTPARCEL.

RECITALS

WHEREAS, Property Management Support, Inc., as Trustee of Moultrie Land Trust, has executed and presented an Easement for Utilities associated with the water system, attached hereto as Exhibit “A”, and a Bill of Sale with Schedule of Values, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; conveying all personal property associated with the water system to serve Moultrie Square Outparcel; and

WHEREAS, Target Contractors, Inc., (“TCI Construction”) has executed a Final Release of Lien and Warranty for work performed at Moultrie Square Outparcel, attached hereto as Exhibits “C” and “D” incorporated by reference and made 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 Board of County Commissioners hereby accepts the Easement for Utilities, the Bill of Sale with Schedule of Values, Release of Lien, and Warranty.

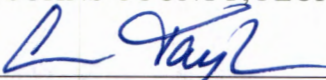
Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of February, 2026.

Rendition Date FEB 20 2026

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Ann Taylor, Chairman

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

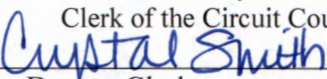
By: 
Deputy Clerk



Exhibit "A" to the Resolution

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 29th day of September, 2025 by **PROPERTY MANAGEMENT SUPPORT, INC.**, as Trustee of **MOULTRIE LAND TRUST** u/t/a/ dated July 29, 2024, with an address of 1 Sleiman Parkway, Suite 270, Jacksonville, Florida 32216, 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 or other plantings 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.

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:

Property Management Support, Inc., as Trustee of
Moultrie Land Trust u/t/a/ July 29, 2024

Barbara A. Humphrey
Witness Signature

Barbara A. Humphrey
Print Name
Witness Address:
1 Sleiman Parkway
Jacksonville, Florida 32216

[Signature]
Witness Signature

ROBERT A. HECKIN
Print Name
Witness Address:
1 Sleiman Parkway
Jacksonville, Florida 32216

By: [Signature]
Print Name: Michael Herzberg
Title: VP

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 29th day of September, 2025, by Michael W. Herzberg, as Vice President of Property Management Support, Inc., a Florida corporation, on behalf of the corporation as Trustee of Moultrie Land Trust. Such person is personally known to me.

[NOTARY SEAL]

Barbara A. Humphrey
Notary Public
Commission Number HH633497
My Commission Expires: 3/25/29

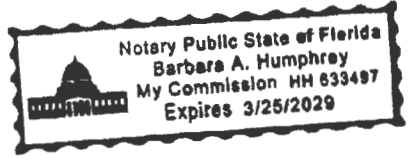
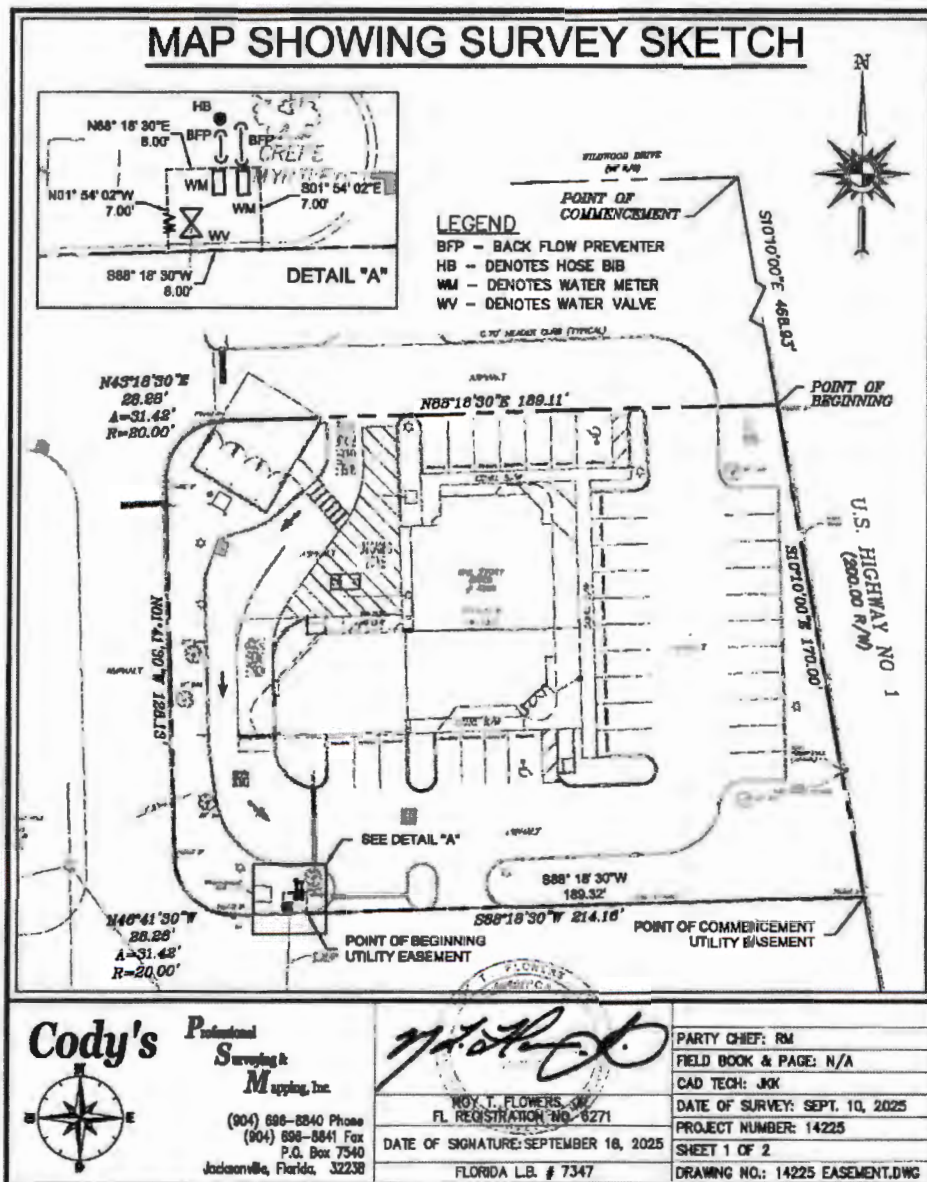


EXHIBIT "A" EASEMENT AREA

A utility easement over a parcel of land described in Official Records Book 6003, page 1352 of the public records of St. Johns County, Florida and lying in Section 48, Township 8 South, Range 30 East, St. Johns County, Florida:

Commence at the Southeastern property corner of lands described in Official Records Book 6003, page 1352 of the public records of St. Johns County, Florida, said point also lying along the Westerly right of way line of US Highway No. 1 (a 200' right of way as currently established), thence depart said Westerly right of way and travel along the Southerly boundary line of lands described in Official Records Book 6003, page 1352 of the public records of St. Johns County, Florida South 88°18'30" West, 189.32 feet to a point along said boundary line and the Point of Beginning; thence continue along said Southerly boundary line South 88°18'30" West, 8.00 feet to a point along said Southerly boundary line; thence depart the Southerly boundary line and travel North 01°54'02" West, 7.00 feet to a point; thence North 88°18'30" East, 8.00 feet to a point; thence South 01°54'02" East, 7.00 feet to the Point of Beginning.



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

PROJECT: Moultrie Square Outparcel Shell Renovation

Moultrie Land Trust, 1 Steiman Parkway, Jacksonville, FL 32216

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 25 of September, 2025.

WITNESS:

[Signature]
Witness Signature

PATRICK SCHRAM
Witness Print Name

OWNER:

[Signature]
Owner Signature

Michael Herzberg
Owner Print Name

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of September, 2025, by Michael Herzberg as VP of Development for Property Management Support, Inc., Trustee for Moultrie Land Trust

Francine Harris
Notary Public
My Commission Expires: 1-4-2027

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name: Moultrie Square Outparcel Shell Renovations
 Contractor: Target Contractors Inc.
 Developer: Moultrie Land Trust

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
 	LF	 	\$ -	\$ -
 	LF	 	\$ -	\$ -
 	LF	 	\$ -	\$ -
 	LF	 	\$ -	\$ -
 	LF	 	\$ -	\$ -
Water Valves (Size and Type)				
Existing 1" Water Valve	Ea		\$ 350.00	\$ 350.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
 	Ea	 	\$ -	\$ -
 	Ea	 	\$ -	\$ -
 	Ea	 	\$ -	\$ -
Sevices (Size and Type)				
1" Water Service	Ea		\$ 500.00	\$ 500.00
1-1/2" Water Service	Ea		\$ 750.00	\$ 750.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost			\$	1,600.00



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

The undersigned lienor, in consideration of the sum \$1,600.00

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 28, 2025 to Moultrie Square Land Trust
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR
Moultrie Square Outparcel Shell Renovations

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 28 day of October, 2025.

WITNESS:

Witness Signature
PATRICK SCHEAM
Print Witness Name

CONTRACTOR:

Eli Sleiman III
Lienor's Signature
Eli Sleiman III
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 29th day of October, 2025, by Eli Sleiman III as GENERAL CONTRACTOR for TCI Construction

Notary Public
My Commission Expires: 3-15-2029

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name: Moultrie Square Outparcel Shell Renovations
 Contractor: Target Contractors Inc.
 Developer: Moultrie Land Trust

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
 	LF		\$ -	\$ -
 	LF		\$ -	\$ -
 	LF		\$ -	\$ -
 	LF		\$ -	\$ -
 	LF		\$ -	\$ -
Water Valves (Size and Type)				
Existing 1" Water Valve	Ea		\$ 350.00	\$ 350.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
 	Ea		\$ -	\$ -
 	Ea		\$ -	\$ -
 	Ea		\$ -	\$ -
Sevices (Size and Type)				
1" Water Service	Ea		\$ 500.00	\$ 500.00
1-1/2" Water Service	Ea		\$ 750.00	\$ 750.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost				\$ 1,600.00

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

Date: September 25, 2025
Project Title: Moultrie Square Outparcel
FROM: Target Contractors
Contractor's Name
Address: Target Contractors Inc.
1 Sleiman Parkway
Jacksonville, FL 32216
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:

Eli Sleiman III
Print Contractor's Name

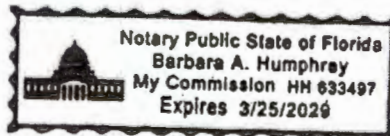
Eli Sleiman III
Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of X physical presence or _____
on-line notarization, this 15th day of October, 2025, by
Eli Sleiman III as General Contractor for
TCI Construction.

Barbara A. Humphrey
Notary Public
My Commission Expires: 3/25/29

Personally Known or Produced Identification
Type of Identification Produced





**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

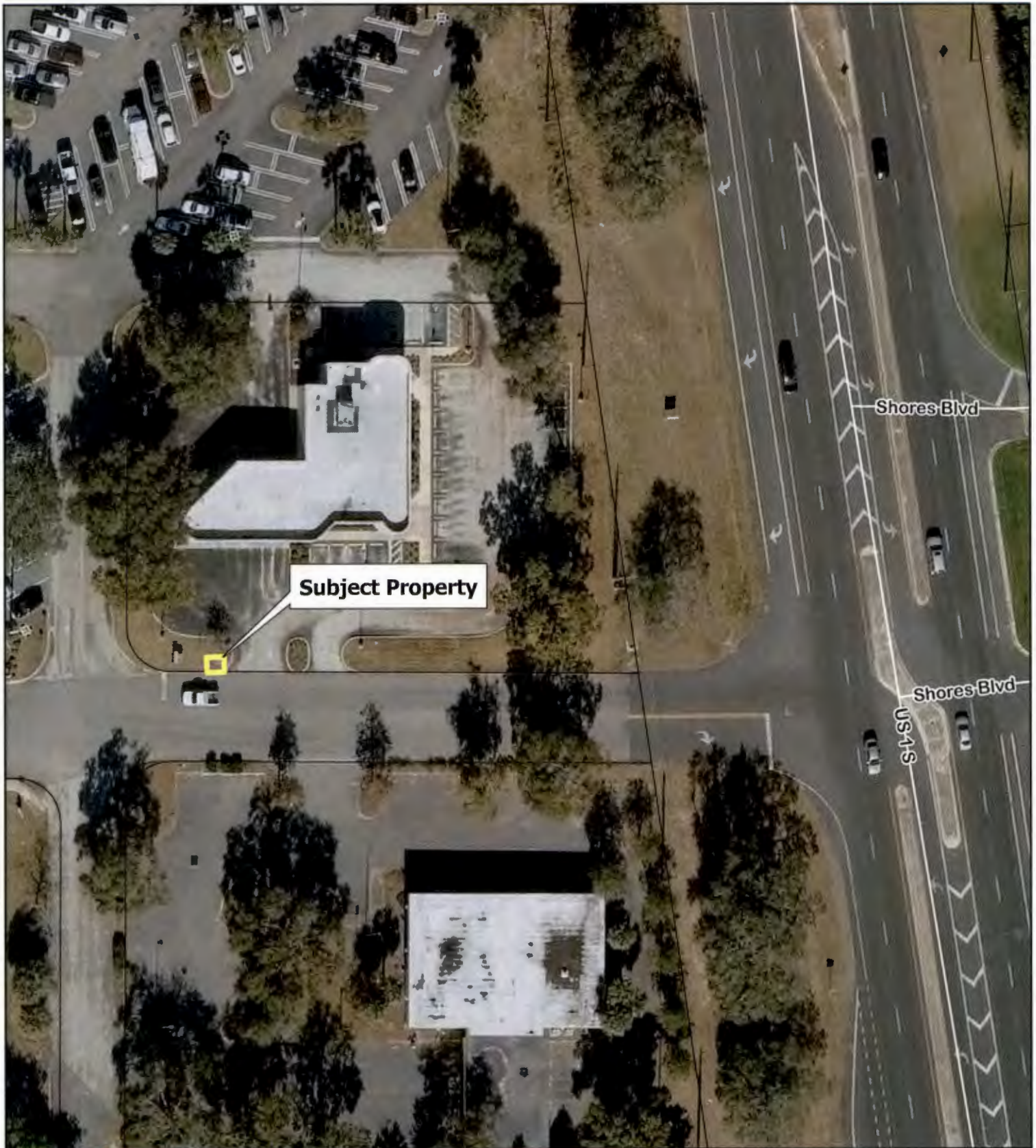
I N T E R O F F I C E M E M O R A N D U M

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: December 16, 2025
SUBJECT: Moultrie Square Outparcel (ASBULT 2025000156)

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 Moultrie Square Outparcel.

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: 12/2024

Date: 1/13/2026

Moultrie Square Outparcel

Easement for Utilities, Bill of Sale, Release of Lien & 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.