

RESOLUTION NO. 2026- 83

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

RECITALS

WHEREAS, Fields Motorcars of Florida, Inc., has executed and presented to the County an Easement for Utilities associated with the water system to serve Porsche at World Commerce Center, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Fields Motorcars of Florida, Inc., has executed and presented to the County a Bill of Sale with a Schedule of Values conveying all personal property associated with the water system to serve Porsche at World Commerce Center, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, W. Gardner, LLC., has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Porsche at 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, scriveners or administrative errors that do not change the tone, tenor or concept of this Resolution, then this

Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

PASSED AND ADOPTED this 24 day of March, 2026.

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

Rendition Date MAR 24 2026

By: Clay Murphy
Clay Murphy, Chair

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

Brandon J. Patty
Deputy Clerk

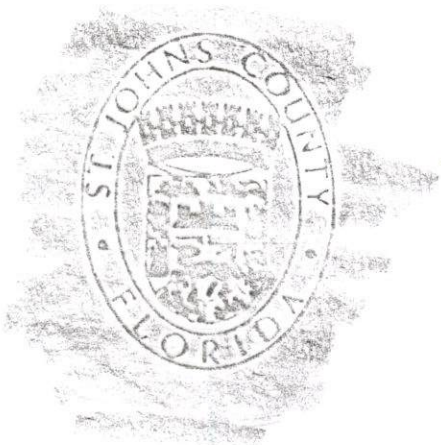


Exhibit "A" to the Resolution

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30th day of September, 2025 by Fields Motorcars of Florida, Inc., with an address of 445 World Commerce Way, St. Augustine, FL 32092, 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:

Raquel Rios
Witness Signature

Raquel Rios
Print Name

2100 Frontage Rd.

Glencoe, IL 60022
Witness Address REQUIRED BUSINESS OR PERSONAL

By: [Signature]

Print Name: Shermin L. Pelinski

Title: Secretary

[Signature]
Witness Signature

Patti L Napier
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 30th day of September, 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: May 5, 2029

EXHIBIT "A"
EASEMENT AREA


DESCRIPTION:

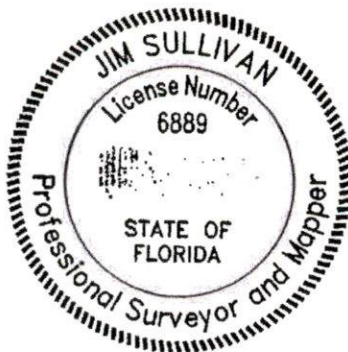
A PART OF GOVERNMENT LOT 1 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


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 69°57'13" WEST; THENCE IN A SOUTHERLY DIRECTION ALONG AND WITH SAID CURVE TO THE RIGHT, A DISTANCE OF 820.22' FEET, HAVING A RADIUS OF 920.00 FEET, A CENTRAL ANGLE OF 51°04'53", AND CHORD BEARS SOUTH 00°18'52" EAST, 793.32 FEET TO THE POINT OF BEGINNING; THENCE IN A SOUTHWESTERLY DIRECTION, CONTINUING ALONG THE SAME CURVE, ALSO BEING THE WEST RIGHT OF WAY OF WORLD COMMERCE PARKWAY, TO THE RIGHT A DISTANCE OF 5.00 FEET, HAVING A RADIUS OF 920.00 FEET, A CENTRAL ANGLE OF 00°18'41" AND CHORD WHICH BEARS SOUTH 25°22'55" WEST, 5.00 FEET; THENCE NORTH 63°44'21" WEST, 5.00 FEET TO A POINT FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE IN A NORTHEASTERLY DIRECTION BEING PARALLEL TO THE RIGHT-OF-WAY OF WORLD COMMERCE PARKWAY WITH SAID CURVE TO THE LEFT, A DISTANCE OF 5.00' FEET, HAVING A RADIUS OF 915.00 FEET, A CENTRAL ANGLE OF 00°18'47", AND CHORD BEARS NORTH 25°22'52" EAST, 5.00 FEET TO A POINT; THENCE SOUTH 63°44'21" EAST, 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 LS6889
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 <small>Copyright 2025</small>			
0.0006 ACRE WME SEC. 38, TWP. 6S, RGE. 28E PORSCHE AT WORLD COMMERCE CENTER ST. AUGUSTINE ST. JOHNS COUNTY, FL			
Scale:	Job No.:	Date:	Drawing:
NONE	12481-01	09/23/25	1 OF 2



UNPLATTED
O.R.B. 3153, PG. 1854 S.J.C.P.R.

P.O.C.
MOST NORTHERLY
CORNER OF A CALLED
15.50 ACRE TRACT
O.R.B. 3207, PG. 363

S 69°57'13" W

UNPLATTED
O.R.B. 3207, PG. 363 S.J.C.P.R.

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	820.22'	920.00'	51°04'53"	S 00°18'52" E	793.32'
C2	5.00'	920.00'	00°18'41"	S 25°22'55" W	5.00'
C3	5.00'	915.00'	00°18'47"	N 25°22'52" E	5.00'

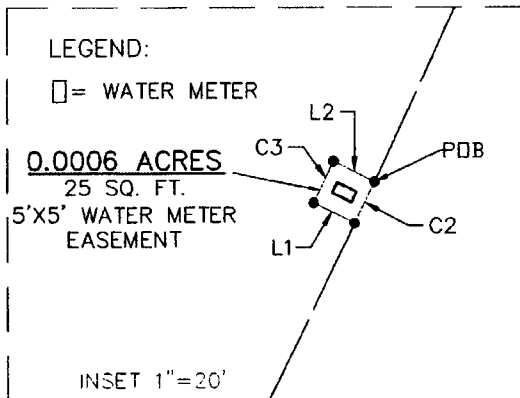
LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 63°44'21" W	5.00'
L2	S 63°44'21" E	5.00'

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

LEGEND

- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- FPL FLORIDA POWER & LIGHT
- 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
- RGE. RANGE
- S.J.C.P.R. ST. JOHNS COUNTY PUBLIC RECORDS
- SEC. SECTION
- SQ. FT. SQUARE FEET
- TWP. TOWNSHIP
- W.M.E. WATER METER EASEMENT

P.O.B.
SEE INSET



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

0.0006 ACRE WME
SEC. 38, TWP. 6S, RGE. 28E
PORSCHE AT
WORLD COMMERCE CENTER
ST. AUGUSTINE
ST. JOHNS COUNTY, FL

Scale: 1" = 150'	Job No.: 12481-01	Date: 09/23/25	Drawing: 2 OF 2
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**ST. JOHNS COUNTY UTILITY DEPARTMENT
3F - CLOSEOUT - BILL OF SALE**

PROJECT: Porsche 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 17th of July, 2025.

WITNESS:

[Signature]
Witness Signature

Patti L Napier
Witness Print Name

OWNER:

[Signature]
Owner Signature

Shermin L. Pelinski
Owner Print Name

STATE OF Illinois

COUNTY OF Cook

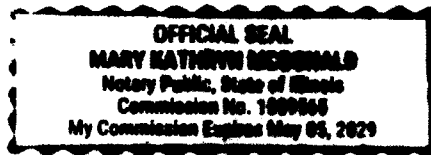
The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 17th day of July, 2025, by

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 Porsche of St. Augustine
 Contractor: W. Gardner, LLC
 Developer: ICI

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" PVC	LF	14	\$ 100.67	\$ 1,409.38
2" Poly	LF	5	\$ 19.83	\$ 99.15
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8"	Ea	1	\$ 3,184.90	\$ 3,184.90
2"	Ea	1	\$ 1,542.37	\$ 1,542.37
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
Single Water Service	Ea	1	\$ 3,057.64	\$ 3,057.64
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost				\$ 9,293.44

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 \$9,293.44

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

July 15, 2025 to ICI
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR
Fields Porsche

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 15 day of July, 2025.

WITNESS:

Witness Signature
Print Witness Name

CONTRACTOR:

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 15 day of July, 2025, by Tom 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



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

Project Name:	Fields Porsche of St. Augustine			
Contractor:	W. Gardner, LLC			
Developer:	ICI			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" PVC	LF	14	\$ 100.67	\$ 1,409.38
2" Poly	LF	5	\$ 19.83	\$ 99.15
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8"	Ea	1	\$ 3,184.90	\$ 3,184.90
2"	Ea	1	\$ 1,542.37	\$ 1,542.37
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
Single Water Service	Ea	1	\$ 3,057.64	\$ 3,057.64
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost				\$ 9,293.44

**ST. JOHNS COUNTY UTILITY DEPARTMENT
3E - CLOSEOUT - WARRANTY**

Date: July 15, 2025
Project Title: Fields Porsche
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

Tom Unger
Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or _____
on-line notarization, this 15 day of July, 2025, by
Tom 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
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: February 3, 2026
SUBJECT: Porsche at World Commerce Center (ASBULT 2025000145)

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 Porsche at World Commerce Center.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

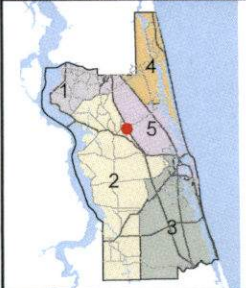
Your support and cooperation as always are greatly appreciated.



Subject Property

S Francis Rd

World Commerce Pkwy



Imagery Date: 12/2024

Date: 2/11/2026

Porsche at World Commerce Center
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 hereon.