

9**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***10/6/2026****BCC MEETING DATE****TO:** Joy Andrews, County Administrator**DATE:** September 1, 2026**FROM:** Corey Bowens, Director, Land Management Systems**PHONE:** 904 209-0776**SUBJECT OR TITLE:** Resolution accepting an Easement for Utilities, Bill of Sale with a Schedule of Values, a Final Release of Lien, and a Warranty associated with the water system to serve Commercial Drive.**AGENDA TYPE:** Consent Agenda, Resolution**BACKGROUND INFORMATION:**

Ferguson Enterprises, LLC 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 Commercial Drive. Allsite Contracting, Inc. has executed and presented to the County a Final Release of Lien and Warranty for work performed at Commercial Drive. St. Johns Utility Department has reviewed the documents mentioned above and requests final approval by the BOCC, as stated in a memo attached.

1. IS FUNDING REQUIRED? No**2. IF YES, INDICATE IF BUDGETED.** No**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:****SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2026-____, accepting an Easement for Utilities, a Bill of Sale with a Schedule of Values, a Final Release of Lien, and a Warranty associated with the water system to serve Commercial Drive.

For Administration Use Only:**Legal:** Lex Taylor 9/14/2026**OMB:** CR 9/14/2026**Admin:** JDD 9/14/2026

RESOLUTION NO. 2026-_____

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

RECITALS

WHEREAS, Ferguson Enterprises, LLC, a foreign 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 system to serve Commercial Drive, attached hereto as Exhibits “A” and “B”, incorporated by reference and made a part hereof; and

WHEREAS, Allsite Contracting, Inc., a Florida profit corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Commercial Drive, 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's 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 _____ day of _____, 2026.

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

By: _____
Clay Murphy, Chair

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

By: _____
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 17th day of March, 2016 by Ferguson Enterprises, LLC, with an address of 751 Wilfrid Commons Newport News, VA 23606 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:

Witness Signature

Print Name

Craig J. Tourst

By:

Print Name:

Title:

Wesley E. Rice

Wesley E. Rice

Assistant Secretary

751 Lakefront Commons, Newport News, Va 23606
Witness Address **REQUIRED** BUSINESS OR PERSONAL

Witness Signature

Print Name

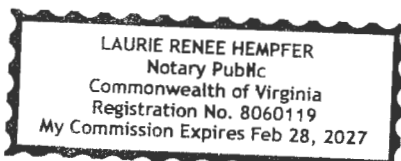
Laurie Hempfer

Laurie Hempfer

751 Lakefront Commons, Newport News, Va 23606
Witness Address **REQUIRED** BUSINESS OR PERSONAL

STATE OF Virginia
COUNTY OF Newport News

The foregoing instrument was acknowledged before me before me by means of
☒ physical presence or ☐ online notarization, this 17th day of March, 2026,
by Wesley Rice who
is Assistant Secretary of Ferguson Enterprises. Such
person is personally known to me or has produced _____ as
identification.

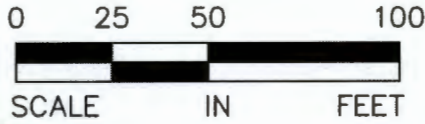


Laurie Hempfer
Notary Public

My Commission Expires: February 28, 2027

MAP SHOWING

A PORTION OF SECTION 7 TOWNSHIP 7 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA



LEGEND

R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORD BOOK
SQ	SQUARE
FT	FEET

COMMERCIAL DRIVE
(70' RIGHT-OF-WAY)

SOUTHERLY R/W LINE

PROPERTY LINE

POINT OF BEGINNING

POINT OF COMMENCEMENT

NORTHEAST CORNER OF LAND
DESCRIBED IN O.R.B. 5870, PAGE 954
3/8" IRON ROD & CAP "LB6444"
N: 2028843.82'
E: 525508.84'

SUBJECT EASEMENT

82.500 SQ FT±
0.001 ACRES ±

NOW OR FORMERLY:
F & F PROPERTIES LLC
O.R.B. 2535, PAGE 1117

NOW OR FORMERLY:
FERGUSON ENTERPRISES LLC
O.R.B. 5870, PAGE 954

NOW OR FORMERLY:
EM8 HOLDINGS LLC
O.R.B. 5249, PAGE 1220

Line Table

Line #	Length	Direction
L1	7.50	S16°05'40"W
L2	11.00	N73°54'26"W
L3	7.50	N16°05'40"E
L4	11.00	S73°54'26"E

PROPERTY LINE

SEE SHEET NO. 2 FOR NOTES

JOB NO. 4000664

DRAFTER HAA

DATE 1/23/2026

SCALE 1" = 50'

FERGUSON UTILITY
EASEMENT

SHEET NO. 1 OF 2

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.020, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

CLAYTON A. WALLEY, P.S.M. NO. 7209



ALLIANT

10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8289

MAP SHOWING

A PORTION OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA

EASEMENT DESCRIPTION

A PORTION OF SECTION 7, TOWNSHIP 07 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5870, PAGE 954, PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA, ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COMMERCIAL DRIVE (70' RIGHT-OF-WAY) THENCE N73°54'26"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 75.73 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (3) THREE COURSES: (1) S16°05'40"W, A DISTANCE OF 7.50 FEET; (2) N73°54'26"W, A DISTANCE OF 11.00 FEET; (3) N16°05'40"E, A DISTANCE OF 7.50 FEET TO A POINT ON SAID SOUTHERLY LINE OF COMMERCIAL DRIVE; THENCE S73°54'26"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 82.500 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

NOTES

1. BEARINGS ARE BASED UPON SOUTHERLY RIGHT-OF-WAY LINE OF COMMERCIAL DRIVE BEING N73°54'26"W, AND IS ASSUMED.
2. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE SUCH.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS MAP THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY CLAYTON A. WALLEY USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JOB NO. 4000664

DRAFTER HAA

DATE 1/23/2026

SCALE N/A

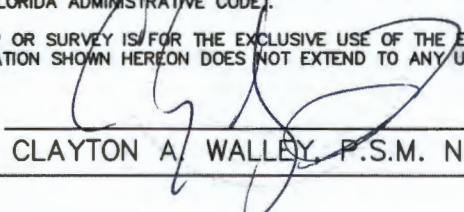
FERGUSON UTILITY
EASEMENT

SHEET NO. 2 OF 2

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.020, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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CLAYTON A. WALLEY, P.S.M. NO. 7209



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LB 8289

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

PROJECT: Commercial Drive COMM24-106

Ferguson Enterprises LLC, 751 Lakefront Commons, Newport News, VA 23606

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 March, 2026.

WITNESS:

Witness Signature

Craig J. Yeust
Witness Print Name

OWNER:

Wesley E. Rice
Owner Signature

Wesley E. Rice, Assistant Secretary
Owner Print Name

STATE OF

Virginia

COUNTY OF

Newport News

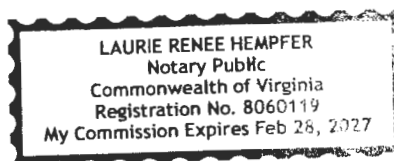
The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization, this 17th day of March, 2026, by

Wesley Rice as Assistant Secretary for
Ferguson Enterprises

Laurie Hempfer
Notary Public

My Commission Expires: February 28, 2027

☒ Personally Known or Produced Identification
Type of Identification Produced



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

Project Name: Commercial Drive, 265 Commercial Drive, COMM24-106
Contractor: _____
Developer: _____

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR18	LF	71	\$ 25.80	\$ 1,831.80
2" DR18	LF	10	\$ 2.15	\$ 21.50
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" Tapping Valve	Ea	1	\$ 2,170.43	\$ 2,170.43
8" Gate Valve	Ea	1	\$ 1,678.08	\$ 1,678.08
2" Curb Stop	Ea	1	\$ 295.62	\$ 295.62
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea			\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 5,997.43

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 Five Thousand Nine Hundred Ninety Seven Dollars & 43/100 (\$5,997.43) hereby waives and releases its lien and right to claim a lien for Water, Sewer, and Reclaimed Water labor, services or materials furnished through

3/13/26 to Ferguson Enterprises, LLC
Date (Developer's/Owner's Name)

to the following described property: 265 Commercial Drive, St Augustine, Florida

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

PROJECT NAME Commercial Drive COMM24-106

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 13 day of March, 2026.

WITNESS:

Debbie Carter
Witness Signature

Debbie Carter
Print Witness Name

CONTRACTOR: Allsite Contracting, Inc

Daniel Bell
Lienor's Signature

Daniel Bell
Print Lienor's Name

STATE OF Florida

COUNTY OF Duval

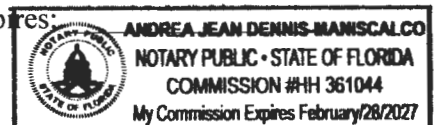
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of March, 2026, by

Daniel Bell as President for
Allsite Contracting, Inc.

Notary Public

My Commission Expires:

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name: Commercial Drive, 265 Commercial Drive, COMM24-106
Contractor: _____
Developer: _____

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR18	LF	71	\$ 25.80	\$ 1,831.80
2" DR18	LF	10	\$ 2.15	\$ 21.50
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" Tapping Valve	Ea	1	\$ 2,170.43	\$ 2,170.43
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2" Curb Stop	Ea	1	\$ 295.62	\$ 295.62
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea			\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 5,997.43

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

Date: 2/9/26
Project Title: Commercial Drive, 265 Commercial Drive COMM24-106
FROM: Allsite Contracting, Inc.
Contractor's Name
Address: 5845 Cisco Drive W
Jacksonville, Florida 32219

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.

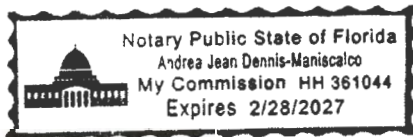
Contractor:

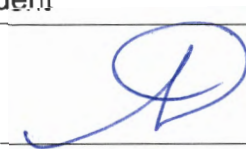
Daniel Bell
Print Contractor's Name


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 9 day of February, 2026, by
Daniel Bell as President for
Allsite Contracting, Inc.




Notary Public
My Commission Expires: 2/28/27

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

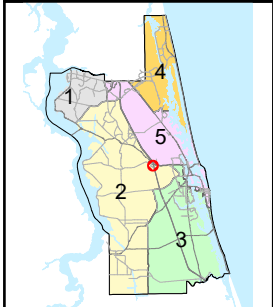
INTEROFFICE MEMORANDUM

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: August 12, 2026
SUBJECT: Commercial Drive (ASBULT 2026000025)

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 Commercial Drive.

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: 1/2026

Date: 9/1/2026

Commercial Drive
**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.