

RESOLUTION NO. 2010- 27

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE SEWER FORCE MAIN SERVING RESIDENTS ALONG NORTH ROSCOE BOULEVARD IN PONTE VEDRA.

RECITALS

WHEREAS, Michael Woodall has executed and presented to the County a Bill of Sale and Schedule of Values, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, conveying all personal property associated with the sewer force main serving residents along North Roscoe Boulevard in Ponte Vedra; and

WHEREAS, the force main has been installed within the public right-of-way of North Roscoe Boulevard therefore no utility easement is needed; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the document mentioned above, as stated in a memo attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, 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.

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 Bill of Sale attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

Section 3. The Clerk of Court is instructed to file the Bill of Sale in the public records of St. Johns County, Florida.

PASSED AND ADOPTED this 16th day of February, 2010.

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

By: Ron Sanchez
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halteman
Deputy Clerk

RENDITION DATE 2/18/10





BILL OF SALE
UTILITY IMPROVEMENTS
for

NORTH ROSCOE BOULEVARD FORCEMAIN EXTENSION
(RW CONST2007000013)

Michael Woodall, Post Office Box 60218, Jacksonville, Florida 32236 (the "Seller") for and in consideration of the sum of **One Hundred Fifty Four Thousand, Five Hundred Sixty Seven and 00/100 (\$154,567.00)** 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:

3380' of 4" DR 18 PVC located at lots 52 and 53 of Big Cypress Subdivision on North Roscoe Boulevard in St. Johns County, Florida, and further described on the Schedule of Values attached hereto.

(SEE ATTACHED SETTLEMENT AGREEMENT & MUTUAL RELEASE)

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 2nd of Nov. 09.

WITNESS:

[Signature]
Witness Signature

Angela Owen
Print Witness Name

State of Florida
County of Duval

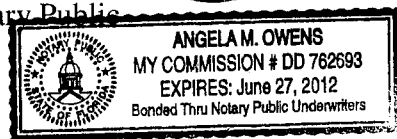
OWNER:

[Signature]
Owner's Signature

MICHAEL WOODALL
Print Owner's Name

The foregoing instrument was acknowledged before me this 12th day of November, 2009, by Michael Woodall who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is made between John Woody, Inc. ("Woody"), Michael Johnnigan, Empire Real Estate Development, Inc. (Empire"), North Roscoe Blvd. Land Trust ("Land Trust"), and North Roscoe Blvd., LLC. on this 2 day of September, 2009.

Background Facts

A. Woody and Empire entered into a construction subcontract ("the subcontract") pursuant to which Woody was to furnish a force main sewer extension and related labor, services, equipment and materials to improve lots 44-54 and lot 20 of Big Cypress Subdivision on North Roscoe Boulevard ("the project");

B. Woody has not been fully paid for its labor, services, equipment, and materials furnished to the project and is owed the total principal amount of \$186,917.00 ("the debt"), which is due, owing, and unpaid.

C. In order to collect the above-referenced debt, Woody sued Johnnigan in the case styled: John Woody, Inc. v. Michael Johnnigan, Michael Johnnigan as Trustee for North Roscoe Blvd. Land Trust, and Empire Real Estate Development, Inc., Case No. CA-09-0284, in the Circuit Court, Seventh Judicial Circuit, in and for St. Johns County, Florida.

D. Woody, Johnnigan, Empire, and Land Trust desire to settle all claims, controversies, demands and causes of action existing between them arising out of the above-referenced subcontract, project, and debt, and which the parties thereto brought or could have brought in the litigation.

Terms And Conditions

1. In consideration for the conveyance by Johnnigan/Land Trust to Woody of lots 52 and 53 of Big Cypress Subdivision on North Roscoe Boulevard in St. Johns County, Florida, Woody agrees to release Johnnigan, Land Trust, and Empire from all claims Woody has, or had, arising out of the above-referenced subcontract, project, and debt, and to deliver an executed and recordable Satisfaction of Lien releasing and discharging Woody's original Claim of Lien and Amended Claim of Lien effecting the following properties: Lots 44 through 54 and Lot 20 of Big Cypress Subdivision on North Roscoe Boulevard in St. Johns County, Florida

2. Johnnigan/Land Trust shall convey lots 52 and 53 of Big Cypress Subdivision on North Roscoe Boulevard in St. Johns County, Florida, ("lots 52 and 53") by warranty deed to Woody at a closing within 30 days of the date of this Settlement Agreement, with Woody to pay all closing costs, title insurance, documentary stamps, and any and all other costs, charges, and/or fees reasonably required by the transaction, except attorney's fees. Johnnigan/Land Trust represent as a material

parties agree, for themselves and their successors and assigns, to execute any instruments and perform any acts which may be necessary or proper to carry out the purposes of this Settlement Agreement and Mutual Release.

9. The Settlement Agreement and Mutual Release contains the final, complete, and exclusive understanding and agreement among the parties with respect to the settlement of their disputes and supercedes any prior or contemporaneous agreements, representations, understandings, oral or written, by any of them. There are no terms, conditions, warranties, or representations other than those contained herein.

10. The parties acknowledge that they have read this Settlement Agreement and Mutual Release and understand it, and that they have entered into it knowingly and voluntarily and free from duress or coercion. The parties further acknowledge that they are represented by, and have been advised by, their respective attorneys regarding their rights, privileges, and liabilities under this Settlement Agreement and Mutual Release.

Release

11. For the consideration stated above, Woody, Johnnigan, Empire, Land Trust, and North Roscoe Blvd., LLC hereby release each other from any and all liability of any kind including, but not limited to, any and all claims, demands, and causes of action arising out of the above-referenced subcontract and project, except the parties' respective obligations under this Settlement Agreement. This Settlement Agreement and Mutual Release is intended to effect a full and final settlement between the parties of all claims, whether known or unknown, liquidated or contingent, which arise from, arose from, or could have arisen from the subcontract, project, and debt.

12. The release by Woody of Johnnigan, Empire, and Land Trust is conditioned upon Johnnigan/Land Trust's completed conveyance of lots 52 and 53 to Woody.

13. This Settlement Agreement and Release shall not preclude, and shall be without prejudice to, Woodys' right to collect money or other compensation from any property owner other than the owners of Lots 44 through 54 and Lot 20 of Big Cypress, for the right to tie into and use the project.

JOHN WOODY, INC.

[Signature]

By: MICHAEL WOODALL
Its: PRESIDENT

EMPIRE REAL ESTATE DEVELOPMENT, INC.

[Signature]
By: Michael Johnigan
Its: PRES

Witnesses:

[Signature]
[Signature]

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 3 day of September, 2009, by Michael Woodall, who is personally known to me or produced a driver's license for identification.

[Signature]
Printed/Typed Name: LORIE E. CARMAN

LORIE E. CARMAN
Notary Public, State of Florida
Commission Number: My comm. exp. Oct. 19, 2013
Comm. No. DD 905304

Witnesses:

[Signature]
[Signature]

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 2 day of September, 2009, by Michel Schnigean, who is personally known to me or produced a driver's license for identification.

Michel S. Barker
Printed/Typed Name: _____

Notary Public-State of Florida
Commission Number: _____



ROSCOE BLVD. LAND TRUST

[Signature]
By: Michael Johnigan
Its: PRES.

MICHAEL JOHNIGEAN

[Signature]

Witnesses:

[Signature]
[Signature]

Witnesses:

[Signature]
[Signature]

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 2 day of September, 2009, by Michael Schniger, who is personally known to me or produced a driver's license for identification.

Printed/Typed Name: _____

Notary Public-State of Florida
Commission Number: _____

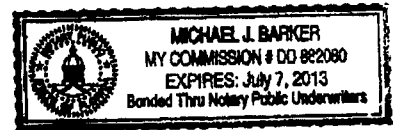


State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 2 day of September, 2009, by Michael Schniger who is personally known to me or produced a driver's license for identification.

Printed/Typed Name: _____

Notary Public-State of Florida
Commission Number: _____



NORTH ROSCOE BLVD., LLC

Michael Schniger
By: Michael Schniger
Its: Pres.

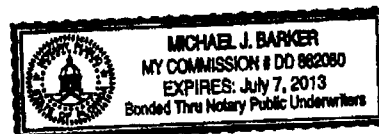
Witnesses:

Dee Carma
[Signature]

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 2 day of September, 2009, by Michael S. Barker, who is personally known to me or produced a driver's license for identification.

Printed/Typed Name: Michael S. Barker
Notary Public-State of Florida
Commission Number: _____





St. Johns County Board of County Commissioners

Utility Department

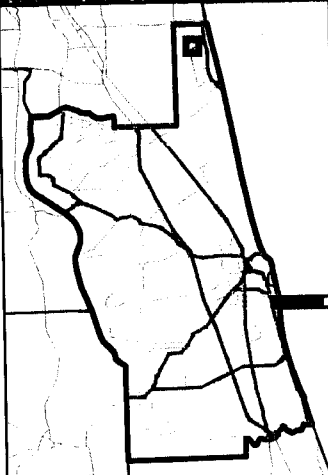
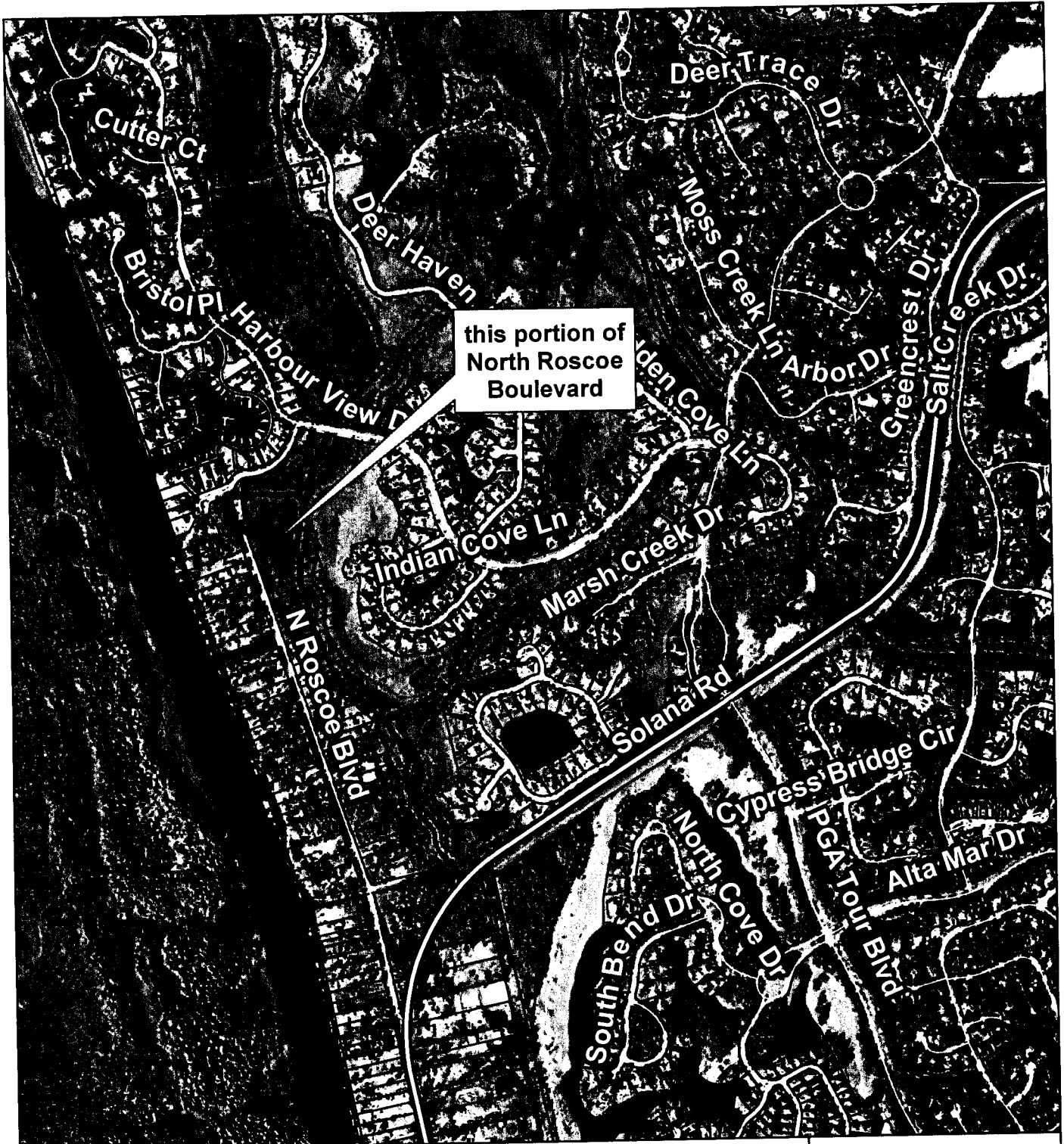
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: North Roscoe Blvd Force Main Extension
DATE: January 7, 2010

Please present the Bill of Sale, and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of North Roscoe Blvd. Force Main Extension.

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

Your support and cooperation as always are greatly appreciated.



North Roscoe Boulevard

Sewer Force Main



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
January 11, 2010
(904) 209-0788



DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.