

RESOLUTION NO. 2015- 290

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR THE WATER METERS TO SERVE WHISPER CREEK PHASE 1C AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER LINES.

RECITALS

WHEREAS, Six Mile Creek Investment Group, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for water service to serve Whisper Creek Phase 1C located off Pacetti Road; and

WHEREAS, Six Mile Creek Community Development District, has executed a Bill of Sale and Schedule of Values conveying all personal property associated with the water and sewer lines, attached hereto as Exhibit "B," incorporated by reference and made a part hereof. The water and sewer lines are located within County right-of-way therefore no easement is needed; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "C," 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.

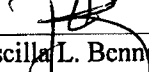
Section 2. The above described Easement for Utilities and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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 file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 6th day of October, 2015.

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

By: 
Priscilla L. Bennett, Chair

ATTEST: George Lareau, Clerk
By: Robert L. Platt
Deputy Clerk

RENDITION DATE 10/8/2015

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 31 day of March, 2015 by Six Mile Creek Investment Group, LLC, with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, 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, alien, 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 meters 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water 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 and foundations, footing and/or anchors for surface improvements.

(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 and sewer 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 law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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 corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

John ZB EA
Witness

By: CMW
Its: VICE PRESIDENT

JOHN ZACHARY BRECHT
Print Name

Paul Talbert
Witness

Paul Talbert
Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 31st day of March, 2015, by Chris Kuhn who is personally known to me or has produced _____ as identification.

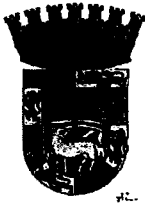
Gloria J. Stephens
Notary Public

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires Sep. 25, 2017
Commission No. FF 34039

EXHIBIT "A" to Easement

EASEMENT AREA

Those 5' utility easements shown on the plat of Whisper Creek Phase 1 Unit C as recorded in Map Book 73, pages 28-38 of the Public Records of St. Johns County, Florida.



BILL OF SALE
UTILITY IMPROVEMENTS
for

Whisper Creek Phase 1 – Unit C

Six Mile Creek Community Development District, (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' – Construction Schedule of Values

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 13 of FEB, 2015.

WITNESS:

Jh ZB BA
Witness Signature

JOHN ZACHARY BRECHT
Print Witness Name

OWNER:

CKW
Owner's Signature

CHRISTIAN W. KUHN
Print Owner's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 13 day of February, 2015, by Christian W. Kuhn who is personally known to me or has produced _____ as identification.

Gloria J Stephens
Notary Public

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires Sep. 25, 2017
Commission No. FF 34039

Exhibit A to Bill of Sale



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Whisper Creek Phase 1 - Unit C
Contractor:	RB Baker Construction, Inc./Vallencourt Construction
Developer:	Six Mile Creek Community Development District

Existing Water Infrastructure (R.B. Baker)

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" PVC Water	LF	80	\$ 25.65	\$ 2,052.00
8" PVC Water	LF	447	\$ 26.83	\$ 11,993.01
8" DIP Water	LF	1704	\$ 42.25	\$ 71,994.00
12" PVC Water	LF	3148	\$ 51.89	\$ 163,349.72
12" DIP Water	LF	475	\$ 61.49	\$ 29,207.75
24" Casing	LF	35	\$ 115.41	\$ 4,039.35
Water Valves (Size and Type)				
6" Gate Valve & Box	EA	11	\$ 915.98	\$ 10,075.78
8" Gate Valve & Box	EA	11	\$ 1,419.42	\$ 15,613.62
12" Gate Valve & Box	EA	9	\$ 2,479.22	\$ 22,312.98
Hydrants Assembly (Size and Type)				
Fire Hydrant Assembly	EA	11	\$ 3,169.63	\$ 34,865.93
Dry Hydrant	EA	7	\$ 3,179.69	\$ 22,257.83
Sevices (Size and Type)				
Water Services	EA	123	\$ 514.69	\$ 63,306.87
Sub-Total Existing Water System Cost				\$ 451,068.84

Removal of Existing Water Infrastructure

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Sevices (Size and Type)				
Water Services	EA	-72	\$ 514.69	\$ (37,057.68)
Sub-Total Existing Water System Removal Cost				\$ (37,057.68)

New Water Infrastructure (Vallencourt)

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Sevices (Size and Type)				
2" Double Water Service - Long Side	EA	10	\$ 1,053.99	\$ 10,539.90
1" Single Water Service - Long Side	EA	1	\$ 838.86	\$ 838.86
1" Single Water Service - Short Side	EA	42	\$ 655.52	\$ 27,531.84
Sub-Total New Water System Cost				\$ 38,910.60
GRAND TOTAL WATER SYSTEM COST				\$ 452,921.76



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	<u>Whisper Creek Phase 1 - Unit C</u>
Contractor:	<u>RB Baker Construction, Inc./Vallencourt Construction</u>
Developer:	<u>Six Mile Creek Community Development District</u>

Existing Sewer Infrastructure (R.B. Baker)

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4" Forcemain	LF	360	\$ 15.41	\$ 5,547.60
6" Forcemain	LF	1225	\$ 21.89	\$ 26,815.25
14" Casing - FM	LF	100	\$ 115.41	\$ 11,541.00
Sewer Valves (Size and Type)				
4" Gate Valve - FM	EA	3	\$ 706.15	\$ 2,118.45
6" Gate Valve - FM	EA	1	\$ 916.00	\$ 916.00
8" Gate Valve - FM	EA	1	\$ 1,241.00	\$ 1,241.00
Air release valve W/MH - FM	EA	2	\$ 2,963.35	\$ 5,926.70
2" Flushing Hydrant - FM	EA	3	\$ 549.09	\$ 1,647.27
Gravity Mains (Size, Type & Pipe Class)				
8" PVC Sewer - 6'	LF	634	\$ 26.09	\$ 16,541.06
8" PVC Sewer 6-8'	LF	1909	\$ 36.54	\$ 69,754.86
8" PVC Sewer 8-10'	LF	472	\$ 39.07	\$ 18,441.04
8" PVC Sewer 10-12'	LF	284	\$ 42.31	\$ 12,016.04
8" PVC Sewer 14-16'	LF	880	\$ 69.49	\$ 61,151.20
8" PVC Sewer 16-18'	LF	728	\$ 82.73	\$ 60,227.44
8" PVC Sewer 18-20'	LF	70	\$ 104.81	\$ 7,336.70

Laterals (Size and Type)				
6" PVC Lateral -10'	LF	4866	\$ 23.22	\$ 112,988.52
6" PVC Lateral +10'	LF	468	\$ 31.21	\$ 14,606.28
Manholes (Size and Type)				
Sewer MH Type A - 6'	EA	4	\$ 2,850.00	\$ 11,400.00
Sewer MH Type A 6-8'	EA	9	\$ 3,187.67	\$ 28,689.03
Sewer MH Type A 14-16'	EA	2	\$ 6,868.25	\$ 13,736.50
Sewer MH Type A 16-18'	EA	2	\$ 9,673.40	\$ 19,346.80
Sewer MH Type A 18-20'	EA	1	\$ 14,128.45	\$ 14,128.45
Sewer MH Type B 16-18'	EA	1	\$ 9,256.63	\$ 9,256.63
Sewer MH Type D 6-8'	EA	1	\$ 6,982.14	\$ 6,982.14
Sewer MH Type D 8-10'	EA	3	\$ 7,837.22	\$ 23,511.66
Sewer MH Type D 12-14'	EA	1	\$ 10,837.59	\$ 10,837.59
Sewer MH Type D 14-16'	EA	1	\$ 11,959.39	\$ 11,959.39
Sewer MH Type D 18-20'	EA	1	\$ 14,659.92	\$ 14,659.92
Connect to EX 8"	EA	1	\$ 1,224.41	\$ 1,224.41
6" Sewer Cleanout Assembly	EA	115	\$ 303.57	\$ 34,910.55
Lift Station				
Lift Station	EA	1	\$ 259,877.41	\$ 259,877.41
Sub-Total Existing Sewer System Cost				\$ 889,336.89

Removal of Existing Sewer Infrastructure

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Gravity Mains (Size, Type & Pipe Class)				
8" PVC Sewer 6-8'	LF	-875	\$ 36.54	\$ (31,972.50)
8" PVC Sewer 8-10'	LF	-100	\$ 39.07	\$ (3,907.00)
8" PVC Sewer 14-16'	LF	-180	\$ 69.49	\$ (12,508.20)
Laterals (Size and Type)				
6" PVC Lateral -10'	LF	-1022	\$ 23.22	\$ (23,730.84)
Sub-Total Existing Sewer System Removal Cost				\$ (72,118.54)

New Sewer Infrastructure (Vallencourt)

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 Sewer Main 6-8' Deep	LF	875	\$ 62.89	\$ 55,028.75
8" SDR 26 Sewer Main 8-10' Deep	LF	100	\$ 63.38	\$ 6,338.00
8" SDR 26 Sewer Main 14-16' Deep	LF	180	\$ 87.19	\$ 15,694.20
Laterals (Size and Type)				
Sewer Services - On Existing Main	EA	9	\$ 1,087.91	\$ 9,791.19
Sewer Services - On New Main	EA	23	\$ 720.41	\$ 16,569.43
Sub-Total New Sewer System Cost				\$ 103,421.57

GRAND TOTAL SEWER SYSTEM COST	\$ 920,639.92
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St. Johns County Board of County Commissioners

Utility Department

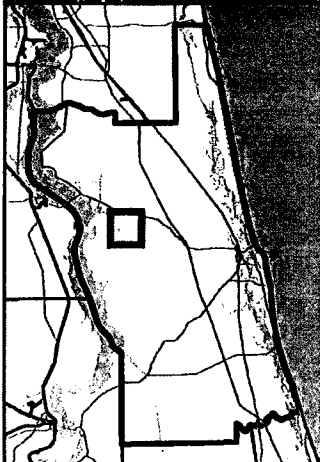
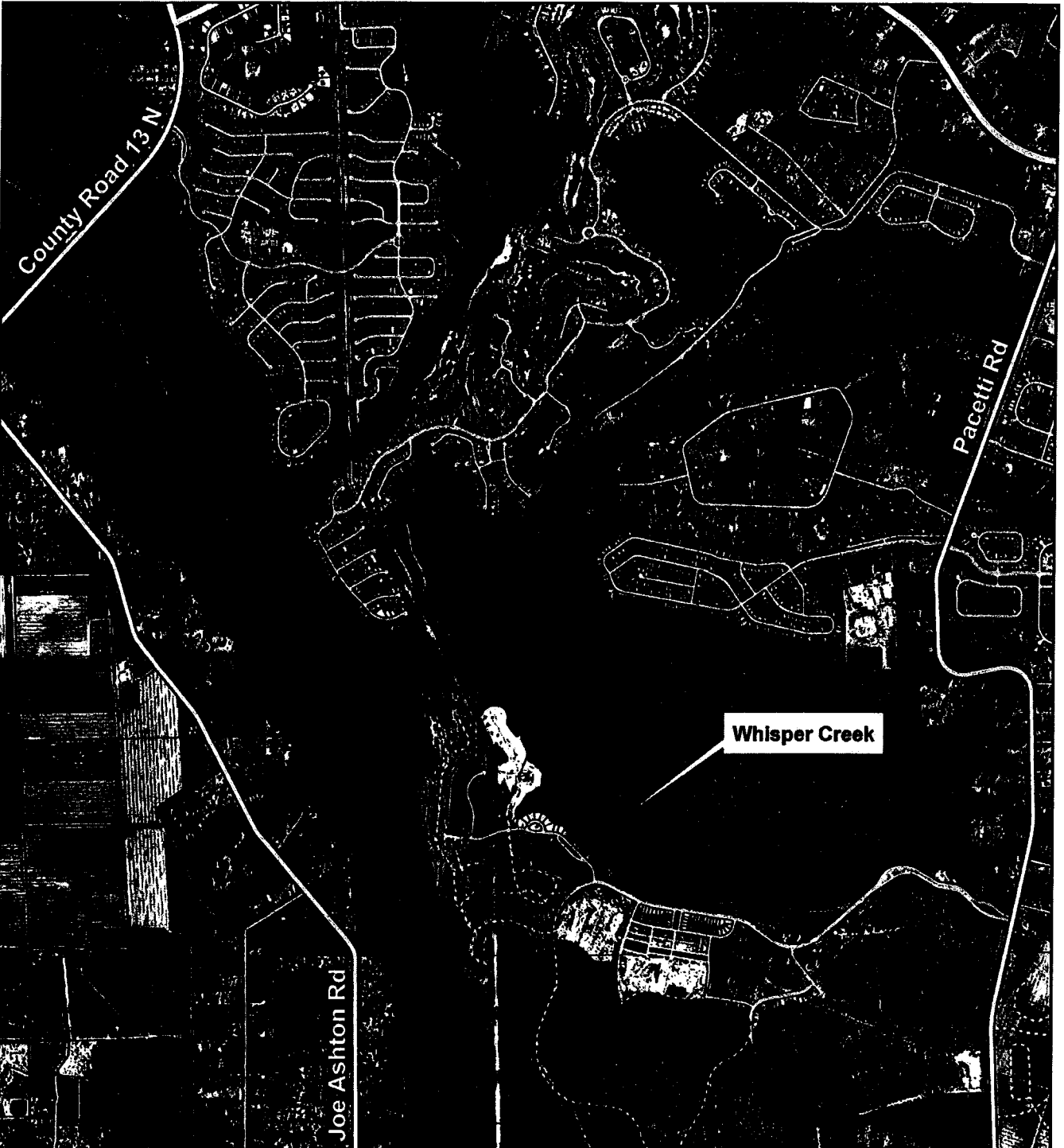
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Whisper Creek Phase 1C
DATE: June 11, 2015

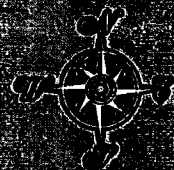
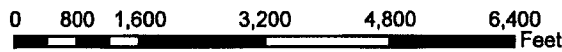
Please present the Easement, Bill of Sale, and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Whisper Creek Phase 1C.

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.



Whisper Creek Phase 1C Easement for Utilities



2008 Aerial Imagery

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

St. Johns County
 Land Mgmt Systems
 Real Estate Division



Map Prepared:
 Date: June 15, 2015
 (904) 209-0788