

RESOLUTION NO. 2017- 308

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND ACCESS, AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM TO SERVE TRAILMARK (FKA WHISPER CREEK) PHASE 4 UNIT B LOCATED OFF PACETTI ROAD.

RECITALS

WHEREAS, Six Mile Creek Investment Group, LLC, a Delaware limited liability company, has executed and presented to the County an Easement for Utilities and Access, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, Six Mile Creek Community Development District, a local special purpose government entity, has executed and presented to the County a Bill of Sale and Schedule of Values, attached hereto as Exhibit "B," incorporated by reference and made apart hereof, conveying all personal property associated with the water and sewer lines which provide service to Trailmark (fka Whisper Creek) Phase 4 Unit B located off Pacetti Road; 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 and Schedule of Values 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 Access, and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3rd day of October, 2017.

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

By: _____
James L. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 10/5/17

Hunter S. Conrad
Deputy Clerk

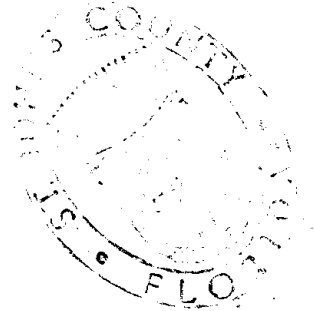


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4th day of APRIL, 2017 by Six Mile Creek Investment Group, LLC, with an address of 7807 Baymeadows Road, Suite 205, Jacksonville, FL 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 gravity sewer collection system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer 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. 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 and/or sewer 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. GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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

Scott A. Wild

Witness

SCOTT A. WILD

Print Name

John Zachary Grecht

Witness

JOHN ZACHARY GRECHT

Print Name

State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 4th day of April, 2017, by Michael C. Taylor 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"

EASEMENT AREA

**30' SJCUD Utility Easement located on Tract P-1 of Whisper Creek Phase 4 Unit B
as recorded in Map Book 83, Pages 49-58 of St. Johns County Public Records.**

EXHIBIT "B" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for

TrailMark Phase 4B

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 14th of FEBRUARY, 2017.

WITNESS:

Witness Signature

GREGG KEARN

Print Witness Name

OWNER:

Owner's Signature

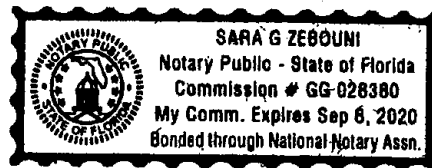
CHRISTIAN W. KUHN

Print Owner's Name

State of Florida
County of DUVAL

The foregoing instrument was acknowledged before me this 14th day of FEBRUARY, 2017, by CHRISTIAN W. KUHN who is personally known to me or has produced _____ as identification.

Notary Public





St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Trailmark 4B
Contractor:	Petticoat-Schmitt Civil Contractors
Developer:	Six Mile Creek Community Development District

UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)			
12" DR18 Water Main	LF	1645	\$ 39.80 \$ 65,471.00
8" DR 18 Water Main	LF	2353	\$ 38.35 \$ 90,237.55
4" DR 18 Water Main	LF	185	\$ 13.00 \$ 2,405.00
2" Water Main	LF	130	\$ 9.25 \$ 1,202.50
	LF		\$ - \$ -
Water Valves (Size and Type)			
12" Stem Valve	Ea	4	\$ 2,600.00 \$ 10,400.00
8" Stem Valve	Ea	9	\$ 1,400.00 \$ 12,600.00
6" Stem Valve	Ea	7	\$ 1,100.00 \$ 7,700.00
	Ea		\$ - \$ -
	Ea		\$ - \$ -
Hydrants Assembly (Size and Type)			
Fire Hydrant Assembly	Ea	7	\$ 3,800.00 \$ 26,600.00
Flushing Hydrant	Ea	2	\$ 1,200.00 \$ 2,400.00
			\$ - \$ -
Sevices (Size and Type)			
2' Water Service	Ea	98	\$ 520.00 \$ 50,960.00
	Ea		\$ - \$ -
	Ea		\$ - \$ -
			\$ - \$ -
Total Water System Cost			\$269,977.05



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Trailmark 4B
 Contractor: Petticoat-Schmitt Civil Contractors
 Developer: Six Mile Creek Community Development District

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR26 Sanitary Sewer	LF	3535	\$ 42.00	\$ 148,470.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" Lateral w/ cleanouts	EA	98	\$ 950.00	\$ 93,100.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
Type A 6-10 foot deep	EA	7	\$ 6,275.00	\$ 43,925.00
Type A 10-14 foot deep	EA	5	\$ 6,275.00	\$ 31,375.00
Type B 10-14 foot deep	EA	1	\$ 24,600.00	\$ 24,600.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 341,470.00



EXHIBIT "C" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

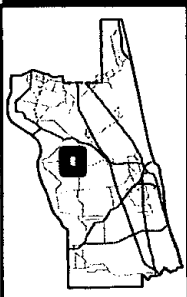
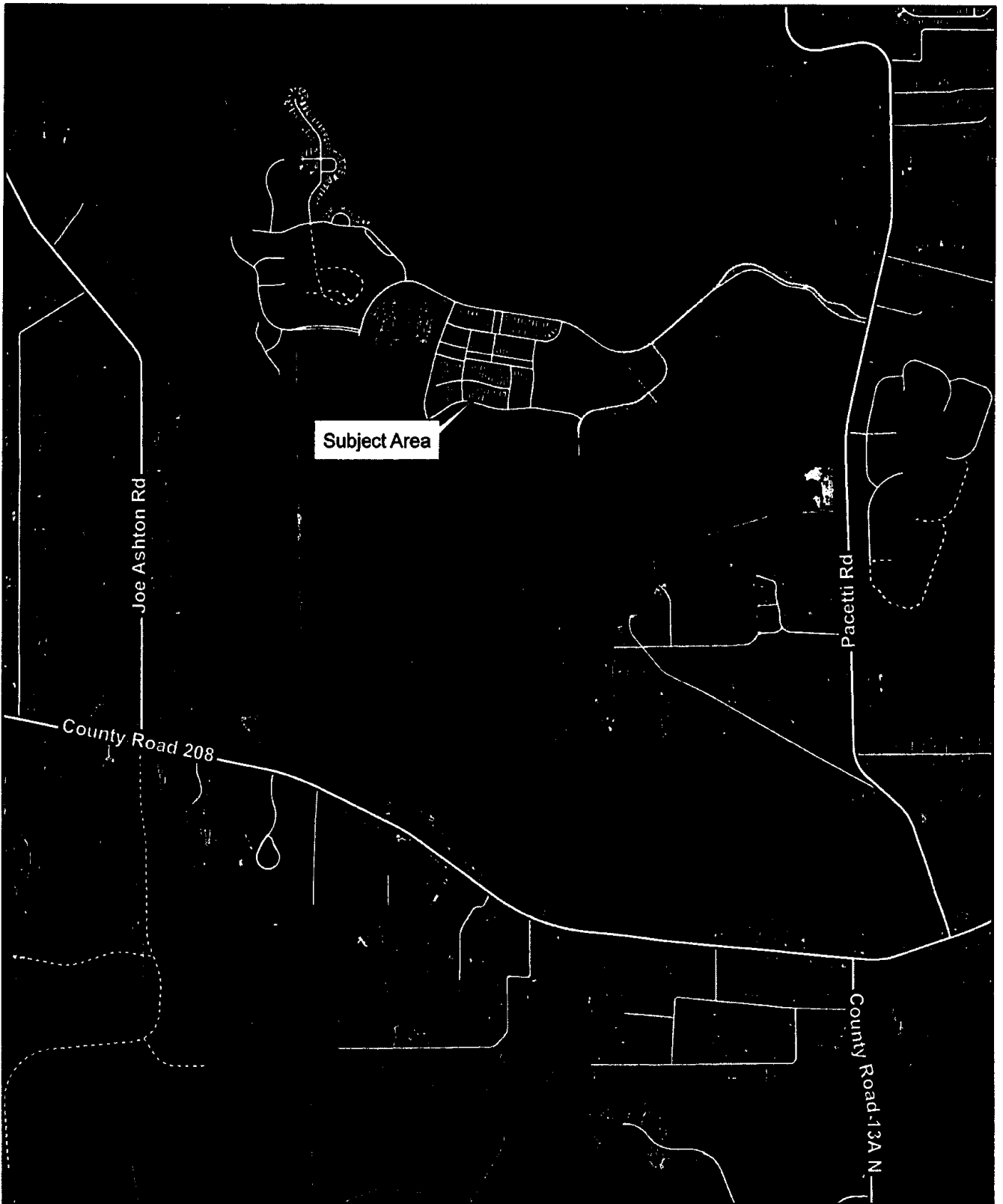
INTEROFFICE MEMORANDUM


TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Trailmark Phase 4B
DATE: June 27, 2017

Please present the Easement, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Trailmark Phase 4B.

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.




 2013 Aerial Imagery
 0 500 1,000
 Feet
 August 14, 2017

**Trailmark (Whisper Creek)
 Phase 4 Unit B**

Easement & Bill of Sale

**Land Management
 Systems
 Real Estate
 Division**
 (904) 209-0764

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.

