

RESOLUTION NO. 2019- 108

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES, SPECIAL WARRANTY DEED, FINAL RELEASE OF LIEN, WARRANTY, AND BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER, SEWER AND SEWER FORCE MAINS SYSTEMS TO SERVE WHISPER CREEK PHASE 5 UNIT B (ALSO KNOWN AS TRAILMARK PHASE 5B) LOCATED OFF PACETTI ROAD.

RECITALS

WHEREAS, Six Mile Creek Investment Group, LLC, a Delaware limited liability company, has executed and presented to the County two Easements for Utilities, attached hereto as Exhibits "A" and "B" incorporated by reference and made a part hereof, associated with the water, sewer and sewer force mains systems to serve Whisper Creek Phase 5 Unit B located off Pacetti Road; and

WHEREAS, Six Mile Creek Investment Group, LLC, a Delaware limited liability company, has executed and presented to the County a Special Warranty Deed, attached hereto as Exhibit "C" incorporated by reference and made a part hereof, associated with the lift station to serve Whisper Creek Phase 5 Unit B located off Pacetti Road; and

WHEREAS, Six Mile Creek Community Development District, has executed and presented to the a Bill of Sale and Schedule of Values, attached hereto as Exhibit "D" incorporated by reference and made a part hereof, conveying all personal property associated with the water, sewer and sewer force mains systems to serve Whisper Creek Phase 5 Unit B located off Pacetti Road; and

WHEREAS, VJ Usina Contracting, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Whisper Creek Phase 5 Unit B, attached hereto as Exhibits "E" and "F", 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 "G," 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 Easements for Utilities, Special Warranty Deed, Bill of Sale and Schedule of Values, 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 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 Court is instructed to record the original Easements for Utilities, Special Warranty Deed 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 2nd day of April, 2019.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron

Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

Sam Hatterman

Deputy Clerk

RENDITION DATE 4/4/19



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 29 day of OCTOBER, 2018 by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, 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. 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.

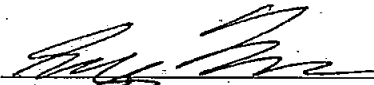
4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

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:

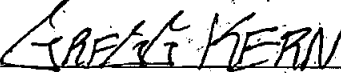
SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company




Witness

By: 

Michael C. Taylor, Vice President



Print Name



Witness

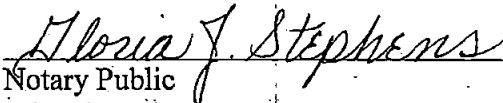
JOHN ZACHARY BRENT

Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 29 day of October, 2018, by Michael C. Taylor, as Vice President of Six Mile Creek Investment Group, LLC, a ~~Delaware limited liability company~~, on behalf of the company, (check one) / who is personally known to me / who has produced a _____ as identification.

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires 09/25/21
Commission No. GG120145



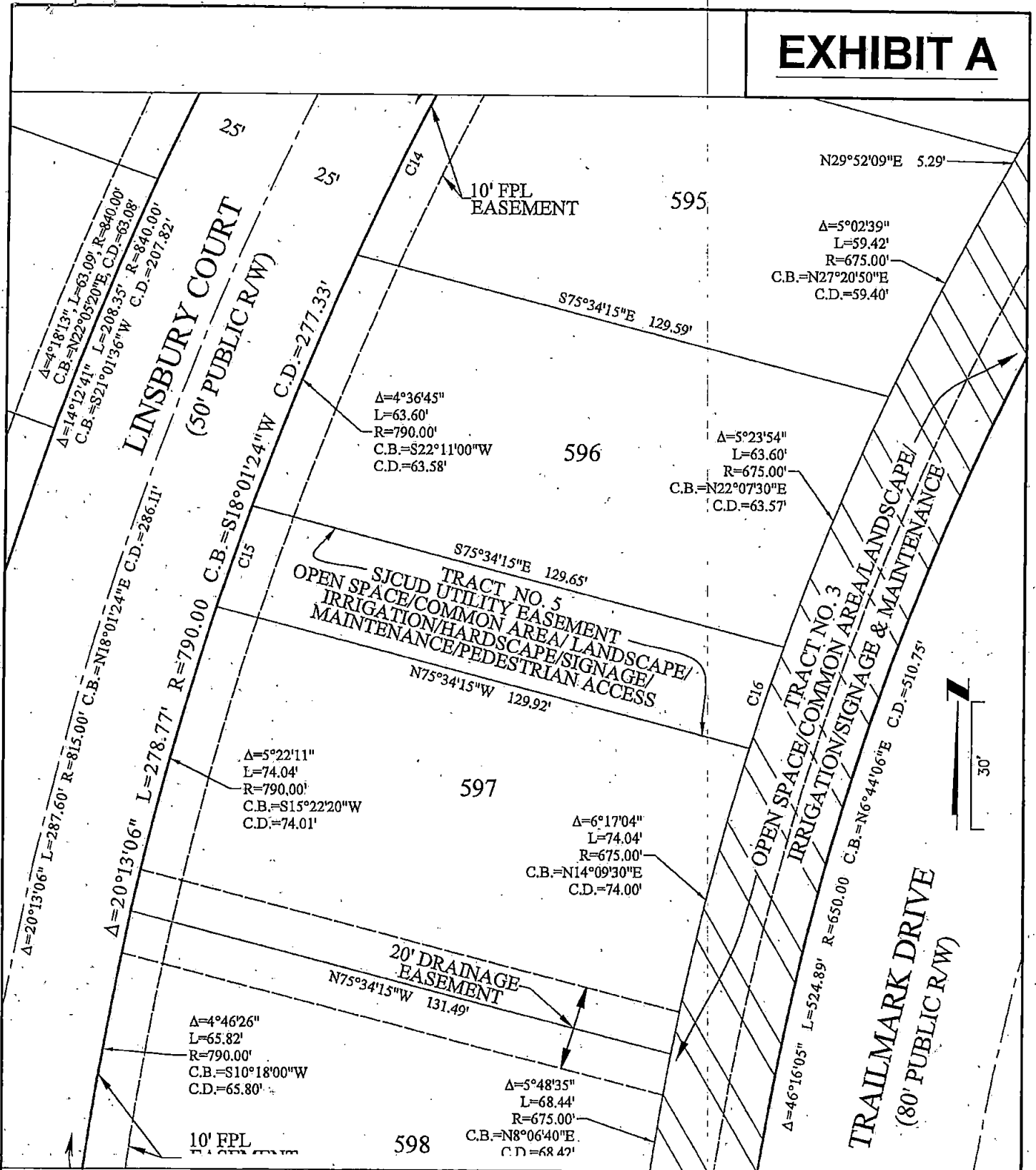
Notary Public
Printed Name: _____
My Commission Expires: _____
Notary Seal: _____

EXHIBIT "A"

EASEMENT AREA

That certain SJCUD Utility Easement shown on Tract 5 of Whisper Creek Phase 5 Unit B, according to the map or plat thereof, as recorded in Map Book 93, Pages 1 through 8, inclusive, of the Public Records of St. Johns County, Florida.

EXHIBIT A



Curve Table

Curve #	Delta	Length	Radius	Chord Direction	Chord
C15	1°49'08"	25.08'	790.00'	S18°58'01"W	25.08'
C16	2°07'38"	25.06'	675.00'	N18°21'48"E	25.06'

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 29 day of OCTOBER, 2018 by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, 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 water distribution system, gravity sewer collection system, lift stations & sewer force mains 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. 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. (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.

(b) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain 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.

[Signature on the following page.]

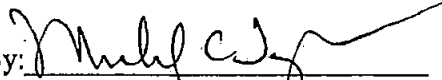
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

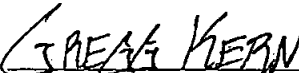
SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company



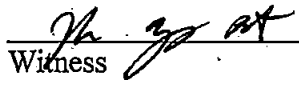
Witness

By: 

Michael C. Taylor, Vice President



Print Name



Witness

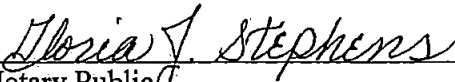
JOHN ZACHARY BRECHT

Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 29 day of October, 2018, by Michael C. Taylor, as Vice President of Six Mile Creek Investment Group, LLC, a Delaware limited liability company, on behalf of the company, (check one) / / who is personally known to me / / who has produced a _____ as identification.

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires 09/25/21
Commission No. GG120145



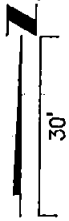
Notary Public
Printed Name: _____
My Commission Expires: _____
Notary Seal: _____

EXHIBIT "A"

EASEMENT AREA

That certain SJCUD Utility Easement shown on Tract 10 of Whisper Creek Phase 5 Unit B, according to the map or plat thereof, as recorded in Map Book 93, Pages 1 through 8, inclusive, of the Public Records of St. Johns County, Florida.

EXHIBIT A



N116°23'56"W 114.06'

TRAILMARK DRIVE
(80' PUBLIC R/W)

P.C. $\Delta=11^{\circ}56'57''$
 $L=214.81'$
 $R=1030.00'$
 $C.B.=N10^{\circ}25'28''W$
 $C.D.=214.42'$

$\Delta=4^{\circ}36'54''$
 $L=76.52'$
 $R=950.00'$
 $C.B.=N14^{\circ}05'29''W$
 $C.D.=76.50'$

TRACT NO. 10
 SJCUD UTILITY EASEMENT/ACCESS
 EASEMENT/UTILITY/LANDSCAPING/
 IRRIGATION/HARDSCAPE/SIGNAGE
 AND MAINTENANCE

N79°35'48"E 56.00'

$\Delta=11^{\circ}56'57''$ L=198.12' R=950.00'
 $\Delta=11^{\circ}56'57''$ L=208.55' R=1000.00'
 $C.B.=N10^{\circ}25'28''W$ C.D.=208.17'

N10°24'12"W 41.00'

TRACT NO. 9
 LIFT STATION

10' FPL
 EASEMENT

41.00'
 15.00'
 41.10'
 15.00'
 S79°35'48"W 56.10'

$\Delta=4^{\circ}51'40''$
 $L=80.60'$
 $R=950.00'$
 $C.B.=N6^{\circ}52'49''W$
 $C.D.=80.58'$

50'

30'

S85°33'01"W 80.00'

Exhibit "C" to Resolution

Consideration: \$10.00
Documentary Transfer Taxes: \$0.70

*Prepared by and
when recorded return to:*

Rachael L. Greenstein, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

Parcel ID: 029010-9981

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made this 29th day of January 2018⁹ by and between **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, whose address is 7807 Baymeadows Road, Suite 205, Jacksonville, FL 32256, hereinafter called the "Grantor", and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee".

(Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows:

Tract No. 9, Whisper Creek Phase 5 Unit B, according to the map or plat thereof, as recorded in Map Book 93, Pages 1 through 8, inclusive, of the Public Records of St. Johns County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this Deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by, through or under the Grantor, but against none other; provided that this conveyance is made subject to ad valorem property taxes accruing subsequent to December 31, 2018, and all covenants, restrictions, easements and other matters of record, however, such references shall not serve to reimpose the same.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
In the presence of:

SIX MILE CREEK INVESTMENT
GROUP, LLC, a Delaware limited
liability company

[Signature]
Witness

By: [Signature]
Michael C. Taylor, Vice President

GREGG KERN
Print Name

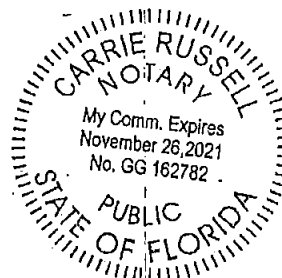
[Signature]
Witness

Blake Weatherly
Print Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of January, 2019, by Michael C. Taylor, as Vice President of Six Mile Creek Investment Group, LLC, a Delaware limited liability company, on behalf of the company, (check one) / / who is personally known to me / / who has produced a _____ as identification.

[Signature]
Notary Public
Printed Name: Carrie Russell
My Commission Expires: 11/26/2021
Notary Seal:





BILL OF SALE
UTILITY IMPROVEMENTS
for

TrailMark Phase 5 β


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 1 of OCTOBER, 2018.

WITNESS:



Witness Signature

GREG KERN

Print Witness Name

OWNER:



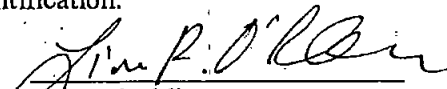
Owner's Signature

Michael Taylor

Print Owner's Name

State of Florida
County of DOVAL

The foregoing instrument was acknowledged before me this 1st day of OCTOBER, 2018, by MIKE TAYLOR who is personally known to me or has produced _____ as identification.



Notary Public


 Liam R. O'Reilly
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF967283
Expires 3/2/2020

Exhibit "A" to Bill of Sale



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Trailmark Ph 5b
 Contractor: VJ Usina Contracting, Inc.
 Developer: Six Mile Creek Community Development District

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4" DR25 PVC	LF	60	\$ 11.96	\$ 717.60
6" DR25 PVC	LF	1,460	\$ 13.61	\$ 19,870.60
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4" Gate Valve	Ea	1	\$ 683.06	\$ 683.06
6" Gate Valve	Ea	2	\$ 891.13	\$ 1,782.26
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC (4-6)	LF	602	\$ 16.96	\$ 10,209.92
8" SDR 26 PVC (6-8)	LF	882	\$ 19.96	\$ 17,604.72
8" SDR 26 PVC (8-10)	LF	238	\$ 22.96	\$ 5,464.48
8" SDR 26 PVC (10-12)	LF	84	\$ 29.96	\$ 2,516.64
8" SDR 26 PVC (12-14)	LF	686	\$ 34.96	\$ 23,982.56
8" SDR 26 PVC (14-16)	LF	182	\$ 46.96	\$ 8,546.72
8" SDR 26 PVC (16-18)	LF	28	\$ 52.96	\$ 1,482.88
Laterals (Size and Type)				
6" SDR35	EA	34	\$ 720.59	\$ 24,500.06
	EA		\$ -	\$ -
Manholes (Size and Type)				
Type A (0-6)	EA	4	\$ 2,817.93	\$ 11,271.72
Type A (6-8)	EA	5	\$ 3,291.85	\$ 16,459.25
Type A (10-12)	EA	1	\$ 4,926.45	\$ 4,926.45
Type A (12-14)	EA	3	\$ 5,670.41	\$ 17,011.23
Type A (14-16)	EA	1	\$ 5,977.50	\$ 5,977.50
Type A (16-18) First Out	EA	1	\$ 11,294.95	\$ 11,294.95
Type A Junction (0-6)	EA	1	\$ 3,069.00	\$ 3,069.00
Type A Junction (6-8)	EA	1	\$ 5,014.95	\$ 5,014.95
Type A Junction (14-16)	EA	1	\$ 10,847.69	\$ 10,847.69
Type B Junction (8-10)	EA	1	\$ 7,440.75	\$ 7,440.75
Type B Junction (12-14)	EA	1	\$ 10,976.85	\$ 10,976.85
Lift Station				
Wetwell 8' Diameter 22.8' Deep	EA	1	\$ 29,759.70	\$ 29,759.70
Mechanical, Electric, Pump, Piping	EA	1	\$ 162,500.00	\$ 162,500.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Sewer System Cost			\$	413,911.54



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Trailmark Phase 5b
 Contractor: VJ Usina Contracting, Inc.
 Developer: Six Mile Creek Community Development District

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR18	LF	580	\$ 18.10	\$ 10,498.00
4" DR18	LF	1,140	\$ 10.54	\$ 12,015.60
10" HDPE DR11	LF	40	\$ 37.50	\$ 1,500.00
18" HDPE DR11	LF	1,400	\$ 80.83	\$ 113,162.00
12" DR18	LF	40	\$ 37.58	\$ 1,503.20
Water Valves (Size and Type)				
6" Gate Valve & Box	Ea	5	\$ 1,099.98	\$ 5,499.90
8" Gate Valve & Box	Ea	1	\$ 1,552.50	\$ 1,552.50
12" Gate Valve & Box	Ea	1	\$ 2,609.77	\$ 2,609.77
18" gate Valve & Box	Ea	2	\$ 14,056.08	\$ 28,112.16
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
5 1/4 M&H Valve Co Fire Hydrant	Ea	4	\$ 2,754.42	\$ 11,017.68
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" Single Long Service	Ea	3	\$ 733.55	\$ 2,200.65
1" Single Short Service	Ea	4	\$ 628.20	\$ 2,512.80
1" Double Long Service	Ea	7	\$ 869.15	\$ 6,084.05
1" Double Short Service	Ea	7	\$ 744.54	\$ 5,211.78
Total Water System Cost				\$ 203,480.09



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$617,391.63 (six hundred seventeen thousand three hundred ninety-one dollars and sixty-three cents) hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through August 15, 2018 to St. Johns County to the following described property:

See Exhibit A – Schedule of Values for Trailmark Phase 5b

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 15th of August, 2018.

WITNESS:

Melissa Gooze
Witness Signature

Melissa Gooze
Print Witness Name

OWNER:

Crystal Durham
Lienor's Signature

Crystal Durham
Print Lienor's Name

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me this 15th day of August, 2018, by Crystal Durham who is personally known to me or has produced _____ as identification.

TONI ELAINE ANDERSON
Notary Public, State of Florida
My Comm. Expires 05/29/2022
Commission No. GG223080

Toni Elaine Anderson
Notary Public



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Trailmark Ph 5b
 Contractor: VJ Usina Contracting, Inc.
 Developer: Six Mile Creek Community Development District

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4" DR25 PVC	LF	60	\$ 11.96	\$ 717.60
6" DR25 PVC	LF	1,460	\$ 13.61	\$ 19,870.60
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4" Gate Valve	Ea	1	\$ 683.06	\$ 683.06
6" Gate Valve	Ea	2	\$ 891.13	\$ 1,782.26
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC (4-6)	LF	602	\$ 16.96	\$ 10,209.92
8" SDR 26 PVC (6-8)	LF	882	\$ 19.96	\$ 17,604.72
8" SDR 26 PVC (8-10)	LF	238	\$ 22.96	\$ 5,464.48
8" SDR 26 PVC (10-12)	LF	84	\$ 29.96	\$ 2,516.64
8" SDR 26 PVC (12-14)	LF	686	\$ 34.96	\$ 23,982.56
8" SDR 26 PVC (14-16)	LF	182	\$ 46.96	\$ 8,546.72
8" SDR 26 PVC (16-18)	LF	28	\$ 52.96	\$ 1,482.88
Laterals (Size and Type)				
6" SDR35	EA	34	\$ 720.59	\$ 24,500.06
	EA		\$ -	\$ -
Manholes (Size and Type)				
Type A (0-6)	EA	4	\$ 2,817.93	\$ 11,271.72
Type A (6-8)	EA	5	\$ 3,291.85	\$ 16,459.25
Type A (10-12)	EA	1	\$ 4,926.45	\$ 4,926.45
Type A (12-14)	EA	3	\$ 5,670.41	\$ 17,011.23
Type A (14-16)	EA	1	\$ 5,977.50	\$ 5,977.50
Type A (16-18) First Out	EA	1	\$ 11,294.95	\$ 11,294.95
Type A Junction (0-6)	EA	1	\$ 3,069.00	\$ 3,069.00
Type A Junction (6-8)	EA	1	\$ 5,014.95	\$ 5,014.95
Type A Junction (14-16)	EA	1	\$ 10,847.69	\$ 10,847.69
Type B Junction (8-10)	EA	1	\$ 7,440.75	\$ 7,440.75
Type B Junction (12-14)	EA	1	\$ 10,976.85	\$ 10,976.85
Lift Station				
Wetwell 8' Diameter 22.8' Deep	EA	1	\$ 29,759.70	\$ 29,759.70
Mechanical, Electric, Pump, Piping	EA	1	\$ 162,500.00	\$ 162,500.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Sewer System Cost			\$	413,911.54



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Trailmark Phase 5b
 Contractor: VJ Usina Contracting, Inc.
 Developer: Six Mile Creek Community Development District

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR18	LF	580	\$ 18.10	\$ 10,498.00
4" DR18	LF	1,140	\$ 10.54	\$ 12,015.60
10" HDPE DR11	LF	40	\$ 37.50	\$ 1,500.00
18" HDPE DR11	LF	1,400	\$ 80.83	\$ 113,162.00
12" DR18	LF	40	\$ 37.58	\$ 1,503.20
Water Valves (Size and Type)				
6" Gate Valve & Box	Ea	5	\$ 1,099.98	\$ 5,499.90
8" Gate Valve & Box	Ea	1	\$ 1,552.50	\$ 1,552.50
12" Gate Valve & Box	Ea	1	\$ 2,609.77	\$ 2,609.77
18" gate Valve & Box	Ea	2	\$ 14,056.08	\$ 28,112.16
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
5 1/4 M&H Valve Co Fire Hydrant	Ea	4	\$ 2,754.42	\$ 11,017.68
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" Single Long Service	Ea	3	\$ 733.55	\$ 2,200.65
1" Single Short Service	Ea	4	\$ 628.20	\$ 2,512.80
1" Double Long Service	Ea	7	\$ 869.15	\$ 6,084.05
1" Double Short Service	Ea	7	\$ 744.54	\$ 5,211.78
			Total Water System Cost	\$ 203,480.09



WARRANTY
UTILITY IMPROVEMENTS

Date: August 15, 2018

Project Title: Trailmark Phase 5b.
St. Johns County, Florida

FROM: VJ Usina Contracting, Inc.
4669 Avenue A
St. Augustine, FL 32095

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:

Crystal Durham
Contractor's Signature

Crystal Durham
Print Contractor's Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 15th day of August, 2018, by Crystal Durham who is personally known to me or has produced _____ as identification.

TONI ELAINE ANDERSON
Notary Public, State of Florida
My Comm. Expires 05/29/2022
Commission No. GG223080

Toni Elaine Anderson
Notary Public



St. Johns County Board of County Commissioners

Utility Department

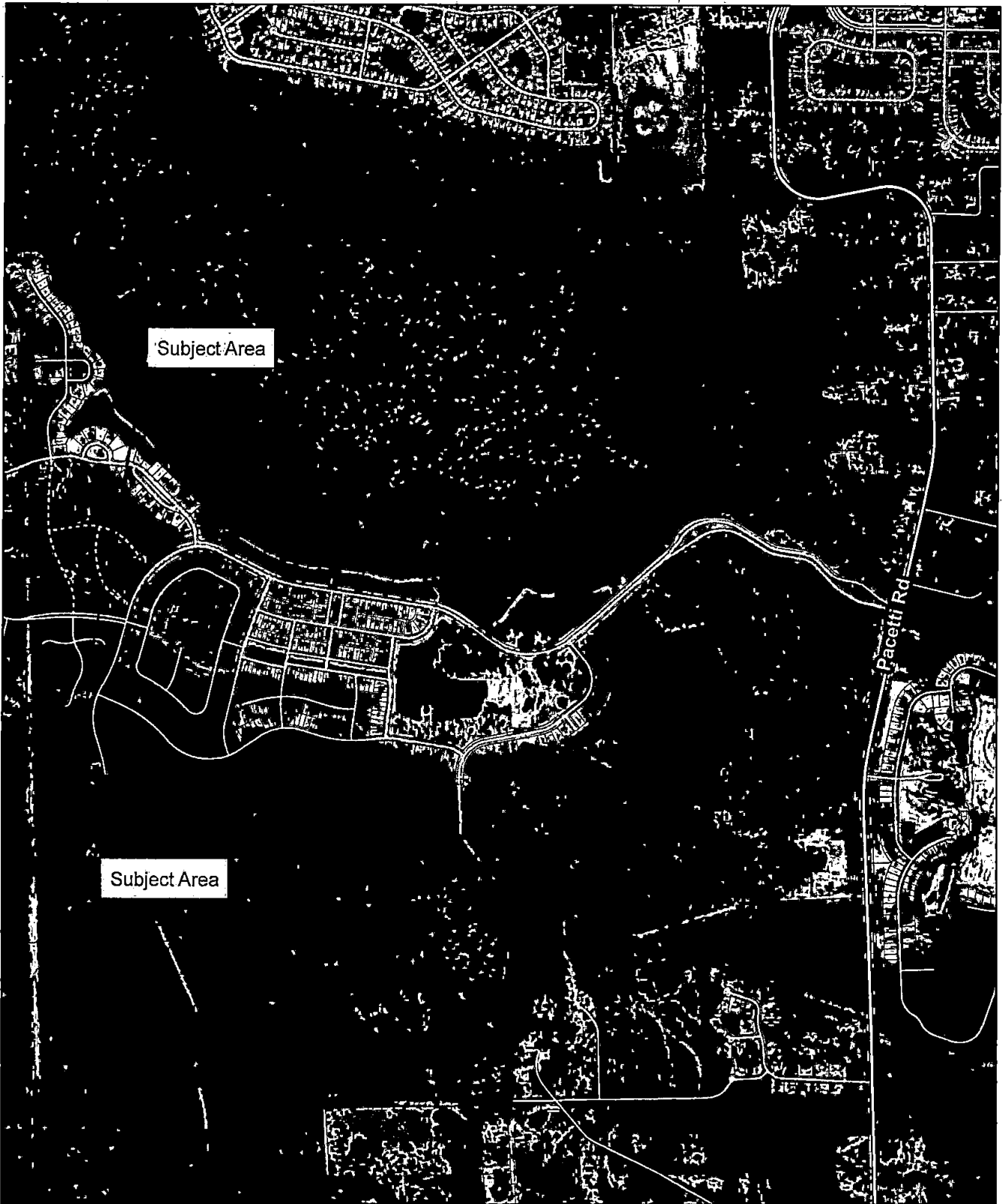
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Whisper Creek Phase 5 Unit B
DATE: February 26, 2019

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, Warranty and Warranty Deed to the Board of County Commissioners (BCC) for final approval and acceptance of Whisper Creek Phase 5 Unit B.

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 Area

Subject Area

Pacetti Rd



2016 Aerial Imagery
 0 287.5 575 1,150
 Feet
 Date: 3/6/2019

Easements, Special Warranty Deed, Final Release of Lien, Bill of Sale and Warranty

Whisper Creek Phase 5 Unit B

Land Management Systems Real Estate Division
 (904) 209-0782

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.

