

RESOLUTION NO. 2020- 240

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES, SPECIAL WARRANTY DEED AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER, SEWER AND SEWER FORCE MAIN SYSTEMS TO SERVE PARKLAND PRESERVE PHASE 1 LOCATED OFF INTERNATIONAL GOLF PARKWAY..

RECITALS

WHEREAS, Parkland Preserve Community Development District has executed and presented to the County an Easement for Utilities associated with the water, sewer and sewer force main systems to serve Parkland Preserve Phase 1 located off International Golf Parkway, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, NGMB Properties, LLC, a Florida limited liability company, has executed and presented to the County a Special Warranty Deed for a Lift Station to serve Parkland Preserve Phase 1 located off International Golf Parkway attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, NGMB Properties, LLC, a Florida limited liability company, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water, sewer and sewer force main systems to serve Parkland Preserve Phase 1 located off International Golf Parkway, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, Jr. Davis Construction Company, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Parkland Preserve Phase 1, attached hereto as Exhibits "D" and "E", 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 "F," 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, Special Warranty Deed and 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 Circuit Court is instructed to record the original Easement 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 7th day of July, 2020.

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

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

RENDITION DATE 7/9/20

Pam Halterman  
Deputy Clerk



Exhibit "A" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 11 day of February, 2020 by **PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, with an address of c/o DPF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 and 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. 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. (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) **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 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.

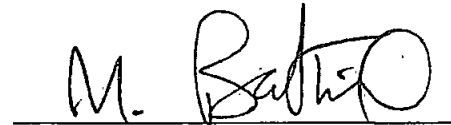
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and  
delivered In the presence

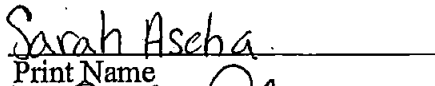
of:



Witness

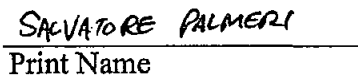


By, Mohammad Bataineh  
Its, Chairman

  
Print Name

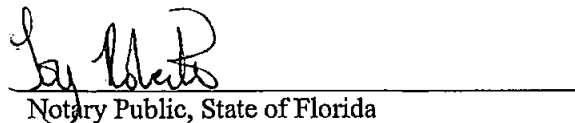


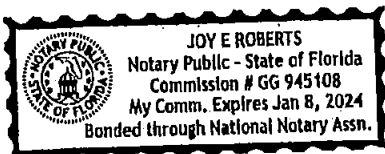
Witness

  
Print Name

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of February, 2020, by Mohammad Bataineh, as Chairman of Parkland Preserve Community Development District, on its behalf. He  is personally known to me or  produced as identification.

  
Notary Public, State of Florida



**EXHIBIT "A"**

**EASEMENT AREA**

The Road rights-of-way designated as Parkland Trail, White Owl Lane, Egrets Landing Lane, Osprey Landing Lane and Cardinal Branch Lane, as identified in "Parkland Preserve Phase 1", recorded in Plat Book 98, Pages 73 – 81, of the Official Records of St. Johns County, Florida.

Exhibit "B" to Resolution

This Instrument Prepared By:  
Mohammad R. Bataineh, Esq.  
Bataineh Palmeri, LLP  
1200 Riverplace Boulevard, Suite 705  
Jacksonville, Florida 32207

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, dated 20 day of February 2020 is by and from NGMB PROPERTIES, LLC, whose address is 1478 Riverplace Blvd, Suite 1808 Jacksonville, Florida, 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 ("**Property**"):

Tract "B" (Lift Station) as shown on the plat of Parkland Preserve Phase 1 as recorded in Map Book: 98, Pages: 73-81 in the Public Records of St. Johns County.

**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, 2019; and covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

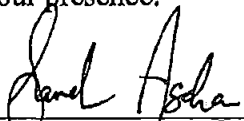
## **RESERVATION OF EASEMENT**

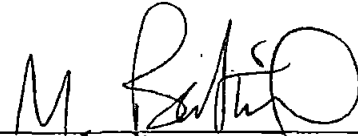
Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

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

Signed, sealed and delivered  
in our presence:


  
Print Name: Sarah Ascha

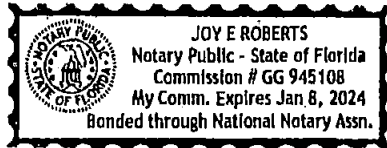
  
By, Mohammad Bataineh  
Its, Authorized Member

  
Print Name: SALVATORE PALMERI

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of February, 2020, by Mohammad Bataineh as Authorized Member for NGMB Properties, LLC. He is  personally known to me or [ ] has produced \_\_\_\_\_ identification.

  
Notary Public  
My Commission Expires: 1/8/24



Notary Public



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for

**Parkland Preserve Phase 1**

NGMB Properties, LLC (1478 Riverplace Blvd, Suite 1808, Jacksonville, FL 32207) (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 Parkland Preserve Phase 1"

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<sup>th</sup> of November, 2019.

WITNESS:

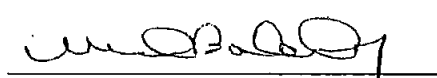


Witness Signature

Michael M Cowan

Print Witness Name

OWNER:



Owner's Signature

Michael Balanky

Print Owner's Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2019 by Michael Balanky who is personally known to me or has produced \_\_\_\_\_ as identification.



Heather Burrell Rodney  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF989547  
Expires 5/4/2020

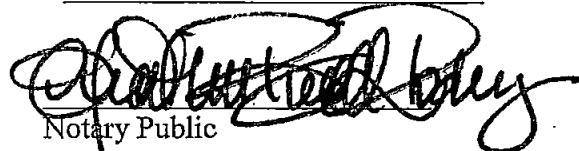
  
Notary Public



Exhibit "A" to Bill of Sale

**St. Johns County Utility Department**  
Asset Management  
Schedule of Values

Project Name: Parkland Preserve Phase 1  
Contractor: Jr. Davis Construction Company  
Developer: NGMB Properties

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
2" HDPE DR 9	LF	197	\$ 13.00	\$ 2,561.00
6" PVC DR 18	LF	2,576	\$ 23.50	\$ 60,536.00
8" PVC DR 11	LF	38	\$ 114.00	\$ 4,332.00
8" PVC DR 18	LF	40	\$ 112.00	\$ 4,480.00
12" PVC DR 18	LF	1,906	\$ 35.30	\$ 67,281.80
<b>Water Valves (Size and Type)</b>				
6" WM Gate Valve	Ea	16	\$ 1,712.50	\$ 27,400.00
8" WM Gate Valve	Ea	1	\$ 1,600.00	\$ 1,600.00
12" WM Gate Valve	Ea	4	\$ 17,275.53	\$ 69,102.12
<b>Hydrants Assembly (Size and Type)</b>				
6" Fire Hydrant Assembly	Ea	5	\$ 2,880.00	\$ 14,400.00
<b>Services (Size and Type)</b>				
Single (1" CTS Endopure 250PSI)	Ea	49	\$ 592.10	\$ 29,012.90
Double (1" CTS Endopure 250PSI)	Ea	8	\$ 671.64	\$ 5,373.12
<b>Total Water System Cost</b>				<b>\$ 286,078.94</b>



**St. Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

Project Name: Parkland Preserve Phase 1  
 Contractor: Jr. Davis Construction Company  
 Developer: NGMB Properties

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
6" DR-25	LF	2372	\$ 18.50	\$ 43,882.00
8" DR-11 HDPE Crossing	LF	55	\$ 90.00	\$ 4,950.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
6" Gate Valve	Ea	5	\$ 1,423.99	\$ 7,119.95
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" SDR 26	LF	1427	\$ 48.00	\$ 68,496.00
8" SDR 35	LF	2326	\$ 22.00	\$ 51,172.00
10" SDR 26	LF	1058	\$ 62.50	\$ 66,125.00
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" SDR 35 Single Service	EA	70	\$ 812.77	\$ 56,893.90
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep Type A	EA	4	\$ 5,434.78	\$ 21,739.12
6-8 foot deep Type A	EA	4	\$ 6,500.00	\$ 26,000.00
8-10 foot deep Type A	EA	6	\$ 7,800.00	\$ 46,800.00
10-12 foot deep Type A	EA	6	\$ 8,900.00	\$ 53,400.00
> 12 foot deep Type A	EA	3	\$ 10,000.00	\$ 30,000.00
10-12 foot deep Type B	EA	1	\$ 10,000.00	\$ 10,000.00
> 12 foot deep Type B	EA	3	\$ 13,000.00	\$ 39,000.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 525,577.97</b>



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum \$811,656.91 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through December 31, 2019 to NGMB Properties, LLC. to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR PARKLAND PRESERVE PHASE 1”

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 5<sup>th</sup> of FEB., 2020

**WITNESS:**  
[Signature]  
Witness Signature

Lisa Giardinna  
Print Witness Name

**OWNER:**  
[Signature]  
Lienor's Signature

Kristy Kelley  
Print Lienor's Name

State of Florida  
County of Osceola

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2020 by Kristy Kelley who is personally known to me or has produced \_\_\_\_\_ as identification. physical presence

[Signature]  
Notary Public





Exhibit "A" to Final Release of Lien  
**St. Johns County Utility Department**  
Asset Management  
Schedule of Values

Project Name: Parkland Preserve Phase I  
Contractor: Jr. Davis Construction Company  
Developer: NGMB Properties

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
2" HDPE DR 9	LF	197	\$ 13.00	\$ 2,561.00
6" PVC DR 18	LF	2,576	\$ 23.50	\$ 60,536.00
8" PVC DR 11	LF	38	\$ 114.00	\$ 4,332.00
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8" WM Gate Valve	Ea	1	\$ 1,600.00	\$ 1,600.00
12' WM Gate Valve	Ea	4	\$ 17,275.53	\$ 69,102.12
<b>Hydrants Assembly (Size and Type)</b>				
6" Fire Hydrant Assembly	Ea	5	\$ 2,880.00	\$ 14,400.00
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Single (1" CTS Endopure 250PSI)	Ea	49	\$ 592.10	\$ 29,012.90
Double (1" CTS Endopure 250PSI)	Ea	8	\$ 671.64	\$ 5,373.12
<b>Total Water System Cost</b>				<b>\$ 286,078.94</b>



**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: Parkland Preserve Phase 1  
 Contractor: Jr. Davis Construction Company  
 Developer: NGMB Properties

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
6" DR-25	LF	2372	\$ 18.50	\$ 43,882.00
8" DR-11 HDPE Crossing	LF	55	\$ 90.00	\$ 4,950.00
	LF		\$ -	\$ -
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10-12 foot deep Type B	EA	1	\$ 10,000.00	\$ 10,000.00
> 12 foot deep Type B	EA	3	\$ 13,000.00	\$ 39,000.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 525,577.97</b>



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 12/2/19

Project Title: Parkland Preserve Phase 1  
St. Johns County, Florida

FROM: Jr. Davis Construction Company  
210 Hangar Road  
Kissimmee, FL 34741

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:

Contractor's Signature

JAMES B. DAVIS, JR  
Print Contractor's Name

State of FLORIDA  
County of OSCEOLA

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of DECEMBER, 2019, by JAMES B. DAVIS, JR who is personally known to me or has produced \_\_\_\_\_ as identification. PHYSICAL PRESENCE



Notary Public



**St. Johns County Board of County Commissioners**

Utility Department

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INTEROFFICE MEMORANDUM

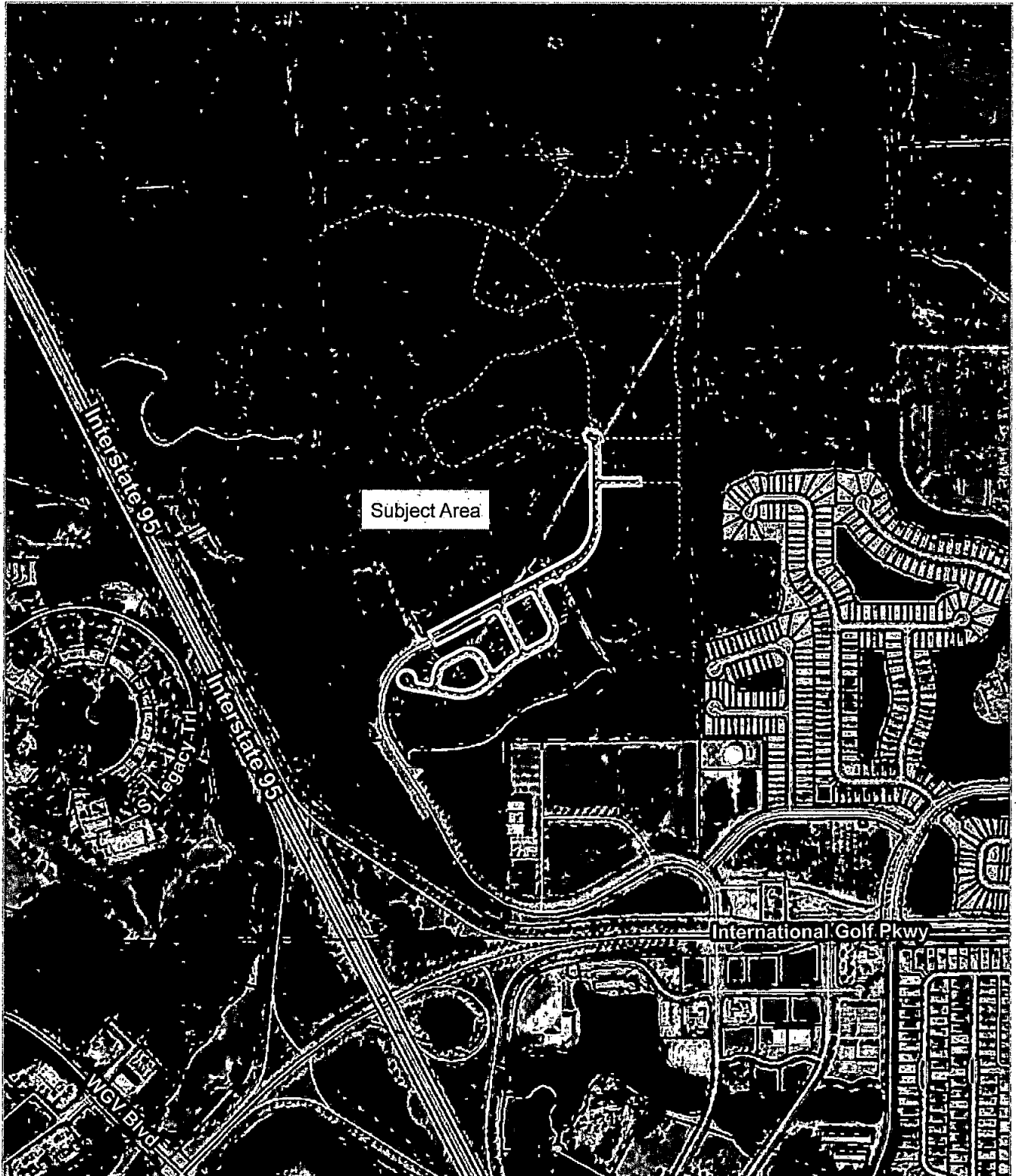
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Parkland Preserve Phase 1 (Age Restricted)  
DATE: May 18, 2020

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, Warranty and and Warranty Deed to the Board of County Commissioners (BCC) for final approval and acceptance of Parkland Preserve Phase 1 (Age Restricted).

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



2019 Aerial Imagery  
 0 212.5 425 850  
 Feet  
 Date: 6/2/2020

Easement for Utilities,  
 Special Warranty Deed,  
 Bill of Sale, Final  
 Release of Lien &  
 Warranty  
  
 Parkland Preserve  
 Phase 1

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