

RESOLUTION NO. 2020- 245

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER, SEWER, SEWER FORCE MAINS AND REUSE SYSTEMS TO SERVE CREEKSIDE AT TWIN CREEKS-PHASE 2B LOCATED OFF COUNTY ROAD 210 W.

RECITALS

WHEREAS, Creekside at Twin Creeks Community Development District, has executed and presented to the County an Easement for Utilities associated with the water, sewer, sewer force mains and reuse systems to serve Creekside at Twin Creeks-Phase 2B located off County Road 210 W, attached hereto as Exhibit "A"; incorporated by reference and made a part hereof; and

WHEREAS, Creekside at Twin Creeks Community Development District, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water and sewer systems to serve Creekside at Twin Creeks-Phase 2B located off County Road 210 W, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, A. J. Johns, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Creekside at Twin Creeks-Phase 2B, attached hereto as Exhibits "C" and "D", 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 "E," 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, 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 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, Chair

ATTEST: Brandon Patty, Clerk


Deputy Clerk

RENDITION DATE 7/9/20



Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 22nd day of November, 2019 by **CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of **2300 Glades Rd, Suite 410 West, Boca Raton, FL 33431** 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, reuse system & 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**") within 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. As a result, the ingress and egress area is noted on the attached, and incorporated **Exhibit B** (Ingress/Egress Area). 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 any portion of the Utility Lines and 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 located on the properties adjacent to the Easement Area. 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 Lines and Associated Equipment.

(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 the 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.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or

meters located on the properties adjacent to the Easement Area. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the Utility Lines and Associated Equipment.

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.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the District has executed this Agreement as of Nov 22nd, 2019.

WITNESSES:

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT
DISTRICT

[Signature]
Print Name Brian Kinsey

By: [Signature]
John T. Kinsey, Chairman

[Signature]
Print Name Derek Prince

Attest:

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT
DISTRICT

[Signature]
Print Name Brian Kinsey

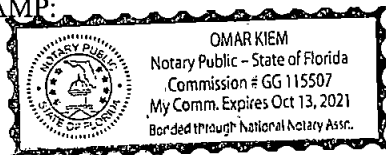
By: [Signature]
Jared Bouskila, Assistant Secretary

[Signature]
Print Name Derek Prince

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22nd day of November, 2019, by John T. Kinsey, as Chairman of the Board of Supervisors of Creekside at Twin Creeks Community Development District, for and on behalf of the District. He is personally known to me or [] produced N/A as identification.

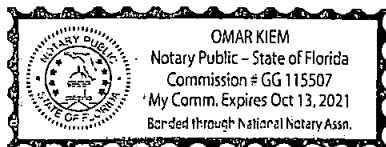
NOTARY STAMP:



[Signature]
Signature of Notary Public
OMAR KIEM
Printed Name of Notary Public

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of November, 2019, by Jared Bouskila, as Assistant Secretary of the Board of Supervisors for Creekside at Twin Creeks Community Development District, for and on behalf of the District. He is personally known to me or [] produced N/A as identification.



[Signature]
Signature of Notary Public
OMAR KIEM
Printed Name of Notary Public

EXHIBIT "A"

EASEMENT AREA

The platted road rights of way (Brybar Drive, Silver Reef Lane, Deer Trail, Sparrow Song Place, Waterbrook Place and Diamondback Avenue) as shown on the plat of Creekside at Twin Creeks- **Phase 2B**, as recorded in **Map Book 96, Pages 81 through 95**, of the Public Records of St Johns County, Florida.

EXHIBIT "B"

INGRESS/EGRESS AREA

The platted road rights of way (Brybar Drive, Silver Reef Lane, Deer Trail, Sparrow Song Place, Waterbrook Place and Diamondback Avenue) as shown on the plat of Creekside at Twin Creeks- **Phase 2B**, as recorded in **Map Book 96, Pages 81 through 95**, of the Public Records of St Johns County, Florida.

Exhibit "B" to Resolution



BILL OF SALE
UTILITY IMPROVEMENTS
for
Creekside at Twin Creeks Phase 2B
(WATER AND SEWER SYSTEM)

Creekside at Twin Creeks Community Development District, 2300 Glades Road, Suite 410 West, Boca Raton, FL 33431 (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 the dedicated utility infrastructure for Creekside at Twin Creeks Phase 2B

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.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the District has executed this Bill of Sale as of Nov 22nd, 2019.

WITNESSES:

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT
DISTRICT

[Signature]
Print Name Bryan Kinsey

By: [Signature]
John T. Kinsey, Chairman

[Signature]
Print Name Derek Prince

Attest:

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT
DISTRICT

[Signature]
Print Name Bryan Kinsey

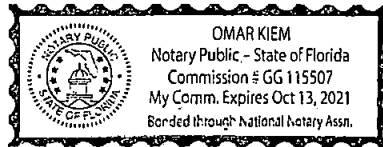
By: [Signature]
Jared Bouskila, Assistant Secretary

[Signature]
Print Name Derek Prince

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22nd day of November, 2019, by John T. Kinsey, as Chairman of the Board of Supervisors of Creekside at Twin Creeks Community Development District, for and on behalf of the District. He is personally known to me or [] produced N/A as identification.

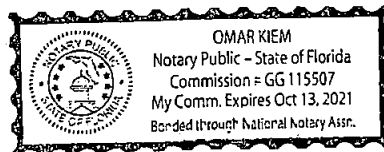
NOTARY STAMP:



[Signature]
Signature of Notary Public
OMAR KIEM
Printed Name of Notary Public

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of November, 2019, by Jared Bouskila as Assistant Secretary of the Board of Supervisors for Creekside at Twin Creeks Community Development District, for and on behalf of the District. He is personally known to me or [] produced N/A as identification.



[Signature]
Signature of Notary Public
OMAR KIEM
Printed Name of Notary Public



Exhibit "A" to Bill of Sale
St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Creekside at Twin Creeks Phase 2B
 Contractor: A. J. JOHNS, INC.
 Developer: Creekside at Twin Creeks CDD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
10" PVC DR-18 WATER MAIN	LF		\$ -	\$ -
8" PVC DR-18 WATER MAIN	LF	4728	\$ 23.01	\$ 108,791.28
6" PVC DR-18 WATER MAIN	LF	580	\$ 16.44	\$ 9,535.20
4" PVC DR-18 WATER MAIN	LF	960	\$ 13.52	\$ 12,979.20
2" POLY SDR 9	LF		\$ -	\$ -
10" HDPE DR 11	LF		\$ -	\$ -
4" HDPE DR 11	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" GATE VALVE	EA	5	\$ 1,653.85	\$ 8,269.25
6" GATE VALVE	EA	1	\$ 1,310.70	\$ 1,310.70
4' GATE VALVE	EA	2	\$ 1,126.02	\$ 2,252.04
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" FIRE HYDRANT	EA	11	\$ 8,105.36	\$ 89,158.96
2" FLUSHING HYDRANT	EA	3	\$ 1,504.08	\$ 4,512.24
			\$ -	\$ -
Sevices (Size and Type)				
1" LONG DOUBLE SERVICES	EA	79	\$ 696.36	\$ 55,012.44
1" SHORT SINGLE SERVICES	EA	19	\$ 515.25	\$ 9,789.75
	EA		\$ -	\$ -
			\$ -	\$ -
TOTAL WATER SYSTEM COST				\$ 301,611.06



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Creekside at Twin Creeks Phase 2B
 Contractor: A. J. JOHNS, INC.
 Developer: Creekside at Twin Creeks CDD

	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)				
10" PVC SDR-26	LF	2549	\$ 39.30	\$ 100,175.70
8" PVC SDR-26	LF	3431	\$ 28.06	\$ 96,273.86
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" PVC SDR-35	EA	183	\$ 895.35	\$ 163,849.05
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
TYPE A	EA	26	\$ 5,586.11	\$ 145,238.86
TYPE B	EA	3	\$ 6,539.95	\$ 19,619.85
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
TOTAL SEWER SYSTEM COST			\$	\$ 525,157.32

Exhibit "C" to Resolution



FINAL RELEASE OF LIEN

**UTILITY IMPROVEMENTS
CREEKSIDE AT TWIN CREEKS PHASE 2B
(WATER AND SEWER SYSTEM)**

The undersigned lienor, in consideration of the sum (\$826,768.38) hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through October 18, 2019 to Creekside at Twin Creeks Community Development District, to the following described property:

See Exhibit A "Schedule of Values" for the dedicated utility infrastructure for Creekside at Twin Creeks Phase 2B

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 18 of Oct, 2019.

WITNESS:

[Signature]
Witness Signature

DON HEINWIGER
Print Witness Name

OWNER:

[Signature]
Lienor's Signature

Chad Coakren
Print Lienor's Name

State of FLORIDA
County of DUVAL

The foregoing instrument was acknowledged before me this 18th day of OCTOBER, 2019, by CHAD COAKREN, VP who is personally known to me or has produced _____ as identification.

DAWN R. SNYDER
Notary Public, State of Florida
My Comm. Expires 12/04/2020
Commission No. GG34315

[Signature]
Notary Public



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

Project Name: Creekside at Twin Creeks Phase 2B
 Contractor: A. J. JOHNS, INC.
 Developer: Creekside at Twin Creeks CDD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
10" PVC DR-18 WATER MAIN	LF		\$ -	\$ -
8" PVC DR-18 WATER MAIN	LF	4728	\$ 23.01	\$ 108,791.28
6" PVC DR-18 WATER MAIN	LF	580	\$ 16.44	\$ 9,535.20
4" PVC DR-18 WATER MAIN	LF	960	\$ 13.52	\$ 12,979.20
2" POLY SDR 9	LF		\$ -	\$ -
10" HDPE DR 11	LF		\$ -	\$ -
4" HDPE DR 11	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" GATE VALVE	EA	5	\$ 1,653.85	\$ 8,269.25
6" GATE VALVE	EA	1	\$ 1,310.70	\$ 1,310.70
4" GATE VALVE	EA	2	\$ 1,126.02	\$ 2,252.04
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" FIRE HYDRANT	EA	11	\$ 8,105.36	\$ 89,158.96
2" FLUSHING HYDRANT	EA	3	\$ 1,504.08	\$ 4,512.24
			\$ -	\$ -
Sevices (Size and Type)				
1" LONG DOUBLE SERVICES	EA	79	\$ 696.36	\$ 55,012.44
1" SHORT SINGLE SERVICES	EA	19	\$ 515.25	\$ 9,789.75
	EA		\$ -	\$ -
			\$ -	\$ -
TOTAL WATER SYSTEM COST				\$ 301,611.06



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Creekside at Twin Creeks Phase 2B
 Contractor: A. J. JOHNS, INC.
 Developer: Creekside at Twin Creeks CDD

	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)				
10" PVC SDR-26	LF	2549	\$ 39.30	\$ 100,175.70
8" PVC SDR-26	LF	3431	\$ 28.06	\$ 96,273.86
	LF			\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" PVC SDR-35	EA	183	\$ 895.35	\$ 163,849.05
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
TYPE A	EA	26	\$ 5,586.11	\$ 145,238.86
TYPE B	EA	3	\$ 6,539.95	\$ 19,619.85
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
TOTAL SEWER SYSTEM COST			\$	525,157.32

Exhibit "D" to Resolution,



WARRANTY
UTILITY IMPROVEMENTS

Date: October 18, 2019

Project Title: Creekside at Twin Creeks PH2B
St. Johns County, Florida

FROM: A. J. Johns, Inc.
3225 Anniston Road
Jacksonville, FL 32246

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

Chad Cockrell

Print Contractor's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 18th day of October 2019, by CHAD COCKRELL who is personally known to me or has produced _____ as identification.

DAWN R. SNYDER
Notary Public, State of Florida
My Comm. Expires 12/04/2020
Commission No. GG34315

Notary Public



Exhibit "E" to Resolution

St. Johns County Board of County Commissioners

Utility Department

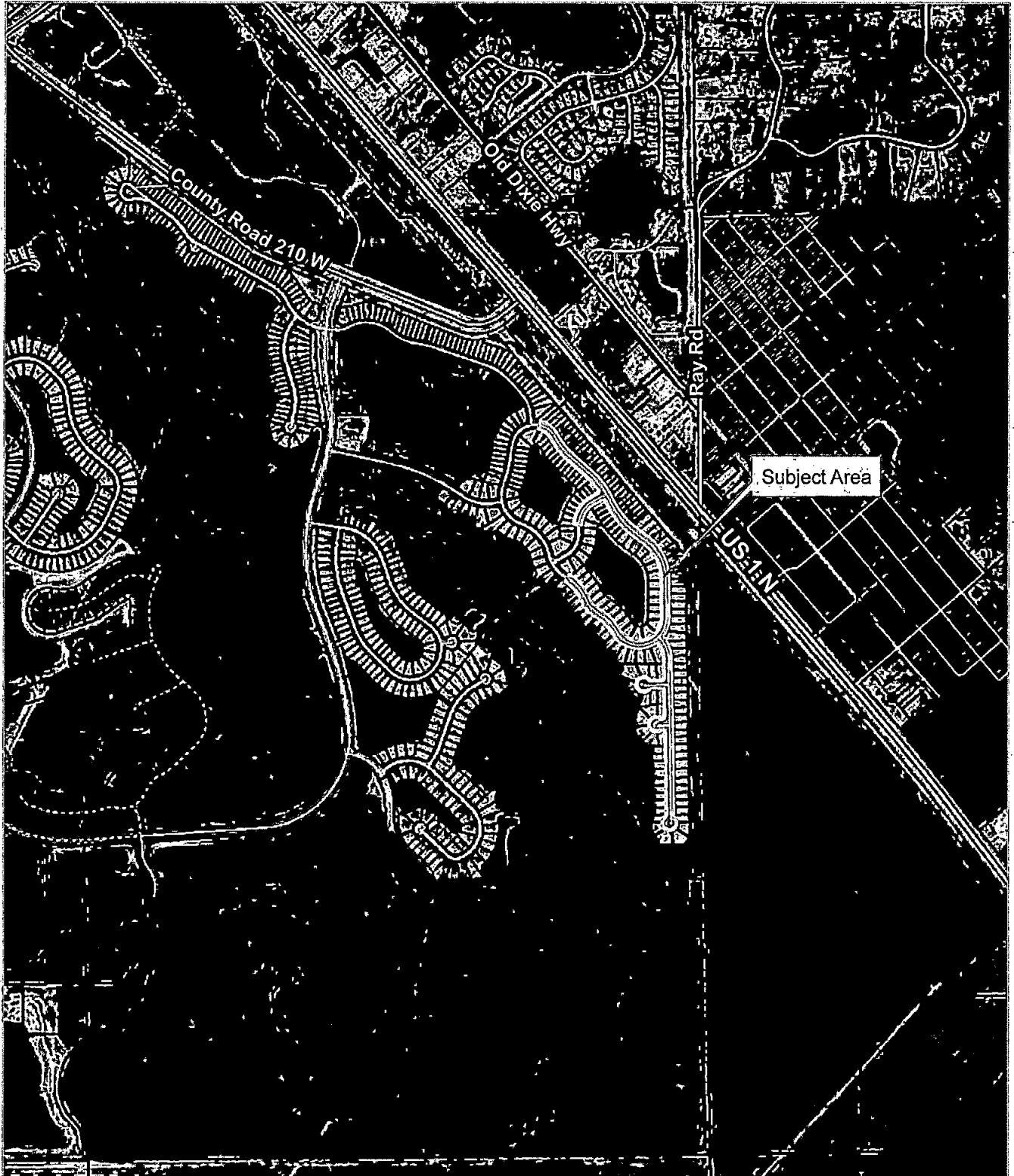
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Creekside at Twin Creeks Phase 2B
DATE: June 11, 2020

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Creekside at Twin Creeks Phase 2B.

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.



2019 Aerial Imagery

0 262.5 525 1,050
Feet

Date: 6/15/2020

Easement for Utilities,
Bill of Sale, Final
Release of Lien &
Warranty

Creekside at Twin
Creeks-Phase 2B

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.

