

RESOLUTION NO. 2020- 246

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, LIFT STATION AND SEWER FORCE MAIN SYSTEMS TO SERVE ORCHARD PARK PHASE 1 LOCATED OFF WILDWOOD DRIVE.

RECITALS

WHEREAS, KB Home Jacksonville, LLC, a Delaware limited liability company, has executed and presented to the County an Easement for Utilities associated with the water, sewer and sewer force main systems to serve Orchard Park Phase 1 located off Wildwood Drive, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, KB Home Jacksonville, LLC, a Delaware limited liability company, has executed and presented to the County a Special Warranty Deed for a Lift Station to serve Orchard Park Phase 1 located off Wildwood Drive attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, KB Home Jacksonville, LLC, a Delaware 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, and sewer systems to serve Orchard Park Phase 1 located off Wildwood Drive, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, Burnham Construction, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Orchard Park 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.

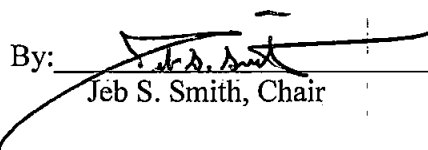
Section 2. The above described Easement for Utilities, Special Warranty Deed and Bill of Sale and Schedule of Values, Final Release of Lien and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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, Chair

ATTEST: Brandon Patty, Clerk

RENDITION DATE 7/9/20

  
Deputy Clerk



Exhibit "A" to Resolution

This Instrument Prepared by:

KB Home Jacksonville  
10475 Fortune Parkway, Suite 100  
Jacksonville, Florida 32256

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 15 day of JANUARY, 2020 by KB Home Jacksonville, LLC, with an address of 10475 Fortune Parkway, Suite 100 Jacksonville, Florida 32256, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other, good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground, water 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. 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 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 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:

[Signature]  
Witness

By: [Signature]  
Its: Todd Holder, President

Thomas Jinks  
Print Name

[Signature]  
Witness

Joseph Jennesse  
Print Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2020, by Todd Holder who is personally known to me or has produced physical presence as identification.

Lisa Bianchi  
Notary Public



Lisa Bianchi  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG261619  
Expires 12/14/2022

EXHIBIT "A"

(1 of 2)

EASEMENT AREA

SILVER FERN DRIVE, MUSTARD HILL COURT, BLUE CORAL DRIVE AS SHOWN ON ORCHARD PARK PHASE PLAT RECORDED IN THE MAP BOOK 99 PAGES 69 THROUGH 73 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA.

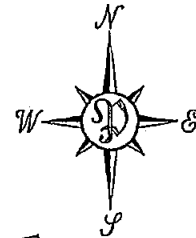
# MAP SHOWING SKETCH AND DESCRIPTION OF

**UTILITY EASEMENT:**

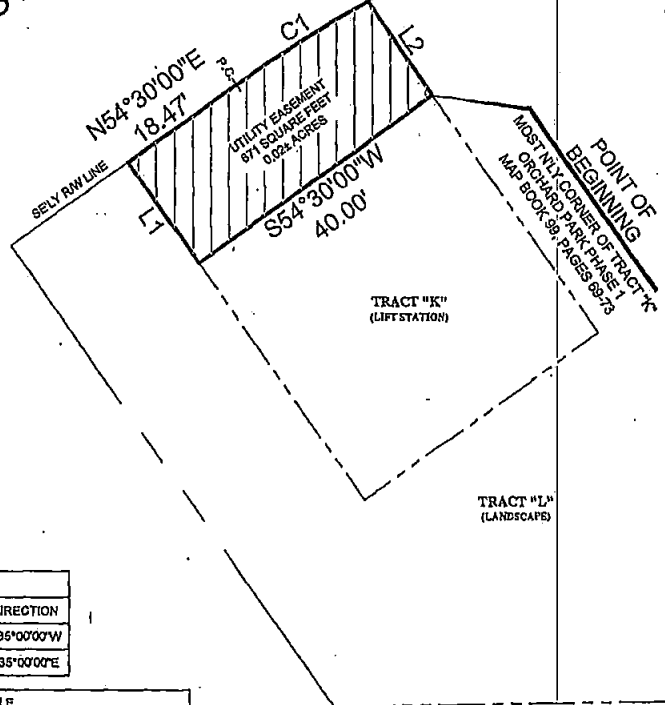
A PORTION OF TRACT "L", AS SHOWN ON THE PLAT OF ORCHARD PARK PHASE 1, RECORDED IN MAP BOOK 99, PAGES 69-73, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF TRACT "K", AS SHOWN ON AFOREMENTIONED PLAT; THENCE SOUTH 54°30'00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT "K", A DISTANCE OF 40.00 FEET; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 17.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF MUSTARD HILL COURT (A 50' RIGHT-OF-WAY, AS NOW ESTABLISHED); THENCE NORTH 54°30'00" EAST, ALONG THE LAST SAID LINE, A DISTANCE OF 18.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°01'52" EAST, 21.56 FEET; THENCE SOUTH 36°00'00" EAST, A DISTANCE OF 15.67 FEET TO THE POINT OF BEGINNING.

CONTAINING: 671 SQUARE FEET AND/OR 0.02± ACRES, MORE OR LESS.



MUSTARD HILL COURT  
(50' ROW)



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	17.00'	N35°00'00"W
L2	15.67'	S35°00'00"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	21.57'	175.00'	7°03'45"	N68°01'52"E	21.56'

## PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030

**GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON THE S'ELY R/W LINE OF MUSTARD HILL COURT AS N54°30'00"E PER PLAT.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- UNDERGROUND UTILITIES SERVING THIS PROPERTY HAVE NOT BEEN LOCATED OR SHOWN.
- THIS MAP IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE SUCH. THIS IS A SKETCH AND DESCRIPTION ONLY.

P.C. POINT OF CURVATURE  
 P.T. POINT OF TANGENCY  
 P.R.C. POINT OF REVERSE CURVE  
 P.O.C. POINT OF CURVATURE  
 P.O.C. POINT ON CURVE  
 P.R.M. PERMANENT REFERENCE MONUMENT  
 P.C.P. PERMANENT CONTROL POINT  
 B.R.L. BUILDING RESTRICTION LINE  
 C.L.F. CHAIN LINK FENCE  
 R/W RIGHT-OF-WAY  
 O.R.B. OFFICIAL RECORDS BOOK  
 P.G. PAGE  
 B.L. BREAK LINE

**LEGEND**

R RADIUS  
 Δ or D DELTA (CENTRAL ANGLE)  
 A or L ARC LENGTH  
 C or CH CHORD  
 CB CHORD BEARING  
 (R) LINE RADIAL TO CURVE  
 AC AIR CONDITIONER  
 CONC. CONCRETE  
 FD. FOUND  
 I.P. IRON PIPE  
 (A) MEASURED  
 (F) FLAT  
 FENCE



SCALE 1"=20'

01-28-2020  
DATE OF DRAWING

*N.P.P.*  
NATHAN P. PERRET, FLA. CERT. NO. 6900

LB ~ 6716

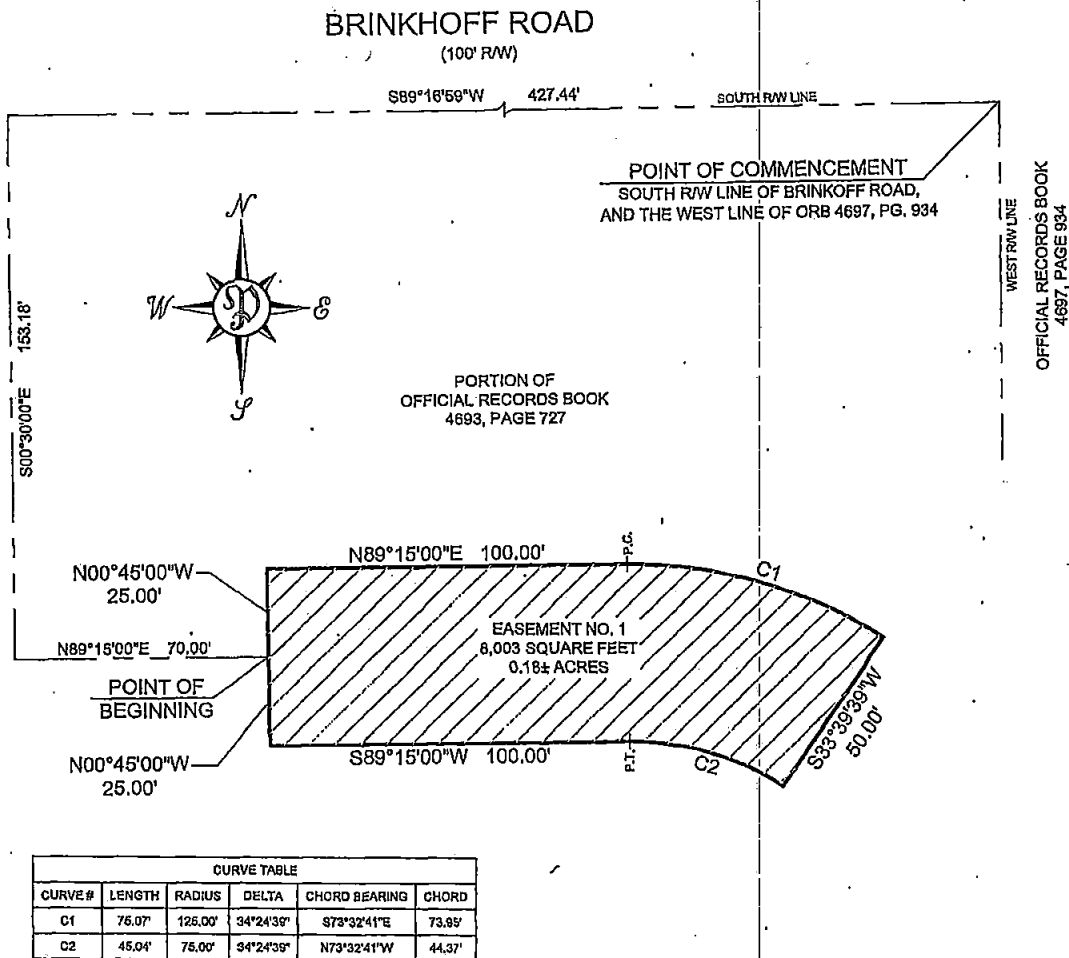
# MAP SHOWING SKETCH AND DESCRIPTION OF

OFFSITE EASEMENT NO. 1:

A PORTION OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF BRINKOFF ROAD (A 100' RIGHT OF WAY, AS NOW ESTABLISHED), AND THE WEST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4697, PAGE 934 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°16'59" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 427.44 FEET; THENCE SOUTH 00°30'00" EAST, DEPARTING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 153.18 FEET; THENCE NORTH 89°15'00" EAST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°45'00" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 89°15'00" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°32'41" EAST, 73.95 FEET; THENCE SOUTH 33°39'39" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°32'41" WEST, 44.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°16'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°45'00" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 8,003 SQUARE FEET AND/OR 0.18± ACRES, MORE OR LESS.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	75.07'	125.00'	34°24'39"	S73°32'41"E	73.95'
C2	45.04'	75.00'	34°24'39"	N73°32'41"W	44.37'

## PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030

**GENERAL NOTES:**

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH R/W LINE OF BRINKOFF ROAD AS S89°16'59"W.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- (3) UNDERGROUND UTILITIES SERVING THIS PROPERTY HAVE NOT BEEN LOCATED OR SHOWN.
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- LEGEND**
- P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - P.R.C. POINT OF REVERSE CURVE
  - P.C.C. POINT OF COMPOUND CURVE
  - P.O.C. POINT ON CURVE
  - P.R.M. PERMANENT REFERENCE MONUMENT
  - P.C.P. PERMANENT CONTROL POINT
  - B.N.L. BUILDING RESTRICTION LINE
  - C.F. CHAIN LINK FENCE
  - R/W RIGHT-OF-WAY
  - O.R.B. OFFICIAL RECORDS BOOK
  - P.G. PAGE
  - B.L. BREAK LINE

- R RADIUS
- A or D DELTA (CENTRAL ANGLE)
- A or L ARC LENGTH
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- (R) LINE RADIAL TO CURVE
- A/C AIR CONDITIONER
- CONC. CONCRETE
- F.O. FOUND
- I.P. IRON PIPE
- (M) MEASURED
- (P) PLAT
- FENCE FENCE



SCALE 1"=40'

11-14-2019

DATE OF DRAWING

*Nathan P. Perret*

NATHAN P. PERRET, FLA. CERT. NO. 8900

LB ~ 6715

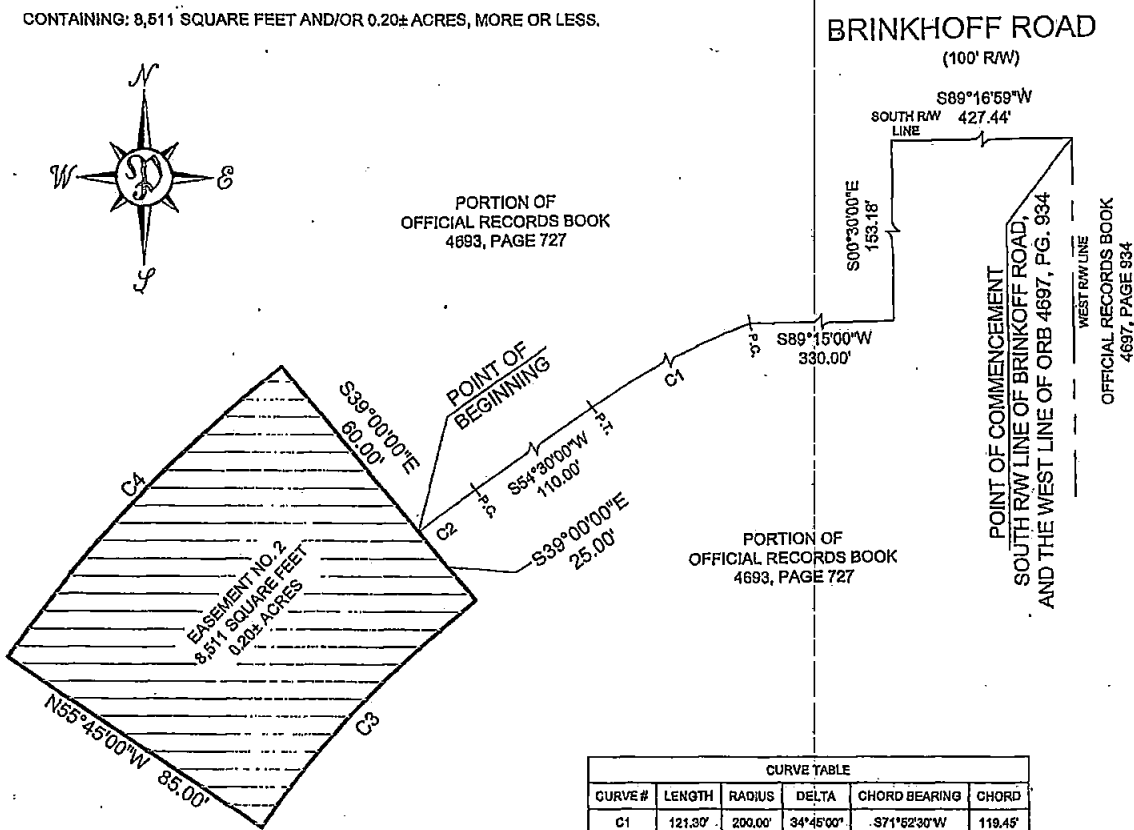
# MAP SHOWING SKETCH AND DESCRIPTION OF

OFFSITE EASEMENT NO. 2:

A PORTION OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF BRINKHOFF ROAD (A 100' RIGHT OF WAY, AS NOW ESTABLISHED), AND THE WEST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4697, PAGE 934 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°16'59" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 427.44 FEET; THENCE SOUTH 00°30'00" EAST, DEPARTING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 153.18 FEET; THENCE SOUTH 89°15'00" WEST, A DISTANCE OF 330.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 121.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°52'30" WEST, 119.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'00" WEST, A DISTANCE OF 110.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 19.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°45'00" WEST, 19.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39°00'00" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°37'30" WEST, 87.39 FEET; THENCE NORTH 55°45'00" WEST, A DISTANCE OF 85.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 385.00 FEET; THENCE NORTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 112.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°37'30" EAST, 112.15 FEET; THENCE SOUTH 39°00'00" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 8,511 SQUARE FEET AND/OR 0.20± ACRES, MORE OR LESS.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	121.30'	200.00'	34°45'00"	S71°52'30"W	119.45'
C2	19.85'	325.00'	3°30'00"	S62°45'00"W	19.85'
C3	87.70'	300.00'	16°45'00"	S42°37'30"W	87.39'
C4	112.55'	385.00'	16°45'00"	N42°37'30"E	112.15'

## PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030

**GENERAL NOTES:**

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 P.O. PAGE  
 — BREAK LINE

**LEGEND**

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 F.D. FOUNDATION  
 I.P. IRON PIPE  
 (M) MEASURED  
 (P) PLAT  
 FENCE



SCALE 1"=40'

11-14-2019

DATE OF DRAWING

*N. P. Perret*

NATHAN P. PERRET, FLA. CERT. NO. 6900

LB ~ 6715

Exhibit "B" to Resolution

This Instrument Prepared By:

KB Home Jacksonville  
10475 Fortune Parkway, Suite 100  
Jacksonville, Florida 32256

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, dated this 15 day of JANUARY, 2020 is by and from **KB Home Jacksonville, LLC**, whose address is **10475 Fortune Parkway, Suite 100 Jacksonville, Florida 32256**, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

(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 K AS SHOWN ON THE ORCHARD PARK PHASE 1 PLAT  
RECORDED IN THE MAP BOOK 99 PAGES 69-73  
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, 2014; and covenants, restrictions and easements 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 our presence:

*[Handwritten Signature]*

Print Name: Thomas Jinks

*[Handwritten Signature]*

By: \_\_\_\_\_  
Todd Holder  
Its: President


*[Handwritten Signature]*

Print Name: Joseph Jenesse

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2020, by Todd Holder, KB Home Jacksonville its President who is personally known to me or has produced \_\_\_\_\_ as identification. physical presence

*[Handwritten Signature]*  
Notary Public

 Lisa Bianchi  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG261619  
Expires 12/14/2022



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for  
**ORCHARD PARK - PHASE I**

**KB Home Jacksonville, LLC, 10475 Fortune Parkway, Suite 100, Jacksonville, Florida 32256, (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 ORCHARD PARK - PHASE I"**  
**WATER AND SEWER ONLY**

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 19 of November, 2019.

**WITNESS:**


  
\_\_\_\_\_

Witness Signature

Michael Denton  
\_\_\_\_\_

Print Witness Name

**OWNER:**

  
\_\_\_\_\_

Owner's Signature

Thomas Jinks  
\_\_\_\_\_

Print Owner's Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2019, by Thomas Jinks who is personally known to me or has produced \_\_\_\_\_ as identification.


  
Notary Public





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

Project Name:	Orchard Park (fka Treaty Grounds) Phase 1
Contractor:	Burnham Construction Inc.
Developer:	KB Home

UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>			
8" C900 DR 18 PVC	LF	1500	\$ 39.01 \$ 58,515.00
6" C900 DR 18 PVC	LF	40	\$ 34.88 \$ 1,395.20
4" C900 DR 18 PVC	LF	200	\$ 31.87 \$ 6,374.00
10" HDPE DR 11	LF	120	\$ 69.20 \$ 8,304.00
4" HDPE DR11	LF	220	\$ 37.43 \$ 8,234.60
2" (HDPE CTS DR9)	LF	300	\$ 30.46 \$ 9,138.00
<b>Water Valves (Size and Type)</b>			
8" MJ Gate Valve	EA	5	\$ 1,773.34 \$ 8,866.70
6" MJ Gate Valve	EA	4	\$ 1,396.90 \$ 5,587.60
4" MJ Gate Valve	EA	1	\$ 1,256.72 \$ 1,256.72
<b>Hydrants Assembly (Size and Type)</b>			
6" Fire Hydrant Assembly	EA	4	\$ 3,066.71 \$ 12,266.84
2" Flushing Hydrant	EA	3	\$ 813.40 \$ 2,440.20
<b>Sevices (Size and Type)</b>			
Double Long Services	EA	20	\$ 693.81 \$ 13,876.20
Single Short Services	EA	54	\$ 983.61 \$ 53,114.94
<b>Total Water System Cost</b>			<b>\$ 189,370.00</b>



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

Project Name: Orchard Park (fka Treaty Grounds) Phase 1  
 Contractor: Burnham Construction Inc.  
 Developer: KB Home

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" C900 PVC DR-18	LF	680	\$ 44.36	\$ 30,164.80
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
4" Gate Valve	EA	1	\$ 1,268.99	\$ 1,268.99
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" SDR-26 PVC	LF	2142	\$ 45.90	\$ 98,317.80
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" SDR-35 PVC	EA	111	\$ 1,294.70	\$ 143,711.70
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep Type A	EA	2	\$ 3,998.90	\$ 7,997.80
6-8 foot deep Type A	EA	4	\$ 4,542.72	\$ 18,170.88
8-10 foot deep Type A Lined	EA	1	\$ 8,146.96	\$ 8,146.96
10-12 foot deep Type A	EA	1	\$ 5,908.84	\$ 5,908.84
> 12 foot deep Type A	EA	1	\$ 5,908.84	\$ 5,908.84
4-6 foot deep Type A Lined	EA	1	\$ 5,751.38	\$ 5,751.38
> 12 foot deep Type A Lined	EA	1	\$ 10,005.01	\$ 10,005.01
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum	1	\$ 82,149.00	\$ 82,149.00
Process Piping	Lump Sum	1	\$ 55,149.00	\$ 55,151.00
Process Structure	Lump Sum	1	\$ 44,149.00	\$ 44,151.00
Process Electrical Equipment	Lump Sum	1	\$ 52,149.00	\$ 52,149.00
Other Improvements	Lump Sum	1	\$ 52,149.00	\$ 52,147.00
			<b>Total Sewer System Cost</b>	<b>\$ 621,100.00</b>

Exhibit "D" to Resolution



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum \$810,470.00 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 01/14/2020 to KB Home, to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR Orchard Park”

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 \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

WITNESS:

Erica Bridger  
Witness Signature

Erica Bridger  
Print Witness Name

OWNER:

David M Buchanan  
Lienor's Signature

David M Buchanan  
Print Lienor's Name

State of Florida  
County of Baker

The foregoing instrument was acknowledged before me this 21 day of January, 2020, by David Buchanan who is personally known to me or has produced \_\_\_\_\_ as identification. physical presence



TYLER MOBLEY  
MY COMMISSION # GG 017448  
EXPIRES: August 1, 2020  
Bonded Thru Budget Notary Services

T. Mobley  
Notary Public



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

Project Name: Orchard Park (fka Treaty Grounds) Phase 1  
 Contractor: Burnham Construction Inc.  
 Developer: KB Home

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
8" C900 DR 18 PVC	LF	1500	\$ 39.01	\$ 58,515.00
6" C900 DR 18 PVC	LF	40	\$ 34.88	\$ 1,395.20
4" C900 DR 18 PVC	LF	200	\$ 31.87	\$ 6,374.00
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<b>Hydrants Assembly (Size and Type)</b>				
6" Fire Hydrant Assembly	EA	4	\$ 3,066.71	\$ 12,266.84
2" Flushing Hydrant	EA	3	\$ 813.40	\$ 2,440.20
<b>Sevices (Size and Type)</b>				
Double Long Services	EA	20	\$ 693.81	\$ 13,876.20
Single Short Services	EA	54	\$ 983.61	\$ 53,114.94
<b>Total Water System Cost</b>				<b>\$ 189,370.00</b>



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

Project Name: Orchard Park (fka Treaty Grounds) Phase 1  
 Contractor: Burnham Construction Inc.  
 Developer: KB Home

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" C900 PVC DR-18	LF	680	\$ 44.36	\$ 30,164.80
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
4" Gate Valve	EA	1	\$ 1,268.99	\$ 1,268.99
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" SDR-26 PVC	LF	2142	\$ 45.90	\$ 98,317.80
	LF		\$ -	\$ -
	LF		\$ -	\$ -
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	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep Type A	EA	2	\$ 3,998.90	\$ 7,997.80
6-8 foot deep Type A	EA	4	\$ 4,542.72	\$ 18,170.88
8-10 foot deep Type A Lined	EA	1	\$ 8,146.96	\$ 8,146.96
10-12 foot deep Type A	EA	1	\$ 5,908.84	\$ 5,908.84
> 12 foot deep Type A	EA	1	\$ 5,908.84	\$ 5,908.84
4-6 foot deep Type A Lined	EA	1	\$ 5,751.38	\$ 5,751.38
> 12 foot deep Type A Lined	EA	1	\$ 10,005.01	\$ 10,005.01
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum	1	\$ 82,149.00	\$ 82,149.00
Process Piping	Lump Sum	1	\$ 55,149.00	\$ 55,151.00
Process Structure	Lump Sum	1	\$ 44,149.00	\$ 44,151.00
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Other Improvements	Lump Sum	1	\$ 52,149.00	\$ 52,147.00
<b>Total Sewer System Cost</b>				<b>\$ 621,100.00</b>



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 01/14/2020

Project Title: Orchard Park fka Treaty Grounds  
St. Johns County, Florida

FROM: Burnham Construction Inc.  
11413 E. Enterprise Blvd.  
Macclenny, FL 32063

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

David Burnham  
Print Contractor's Name

State of Florida  
County of Baker

The foregoing instrument was acknowledged before me this 21 day of January, 2020 by David Burnham who is personally known to me or has produced \_\_\_\_\_ as identification. physical presence



TYLER MORLEY  
MY COMMISSION # 00017448  
EXPIRES: August 1, 2020  
Bonded Through Budget Notary Services

  
Notary Public

Exhibit "F" to Resolution



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

Utility Department

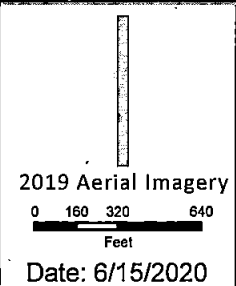
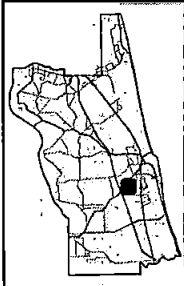
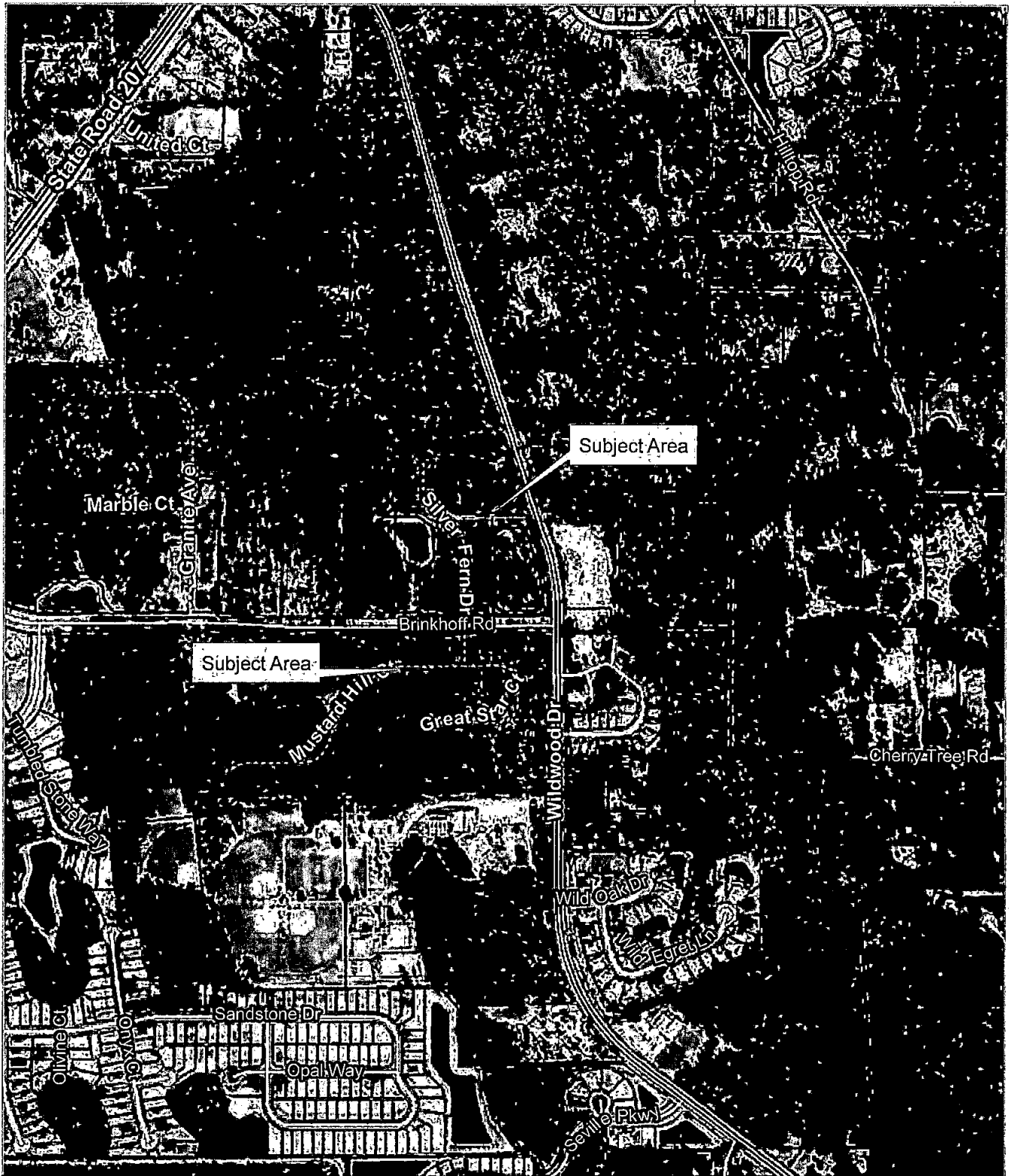
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Orchard Park Phase 1  
DATE: June 11, 2020

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 Orchard Park Phase 1.

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.



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

Orchard Park Phase 1

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 herein.

