

RESOLUTION NO. 2020- 379

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, TWO EASEMENTS FOR UTILITIES, A SPECIAL WARRANTY DEED AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER, SEWER, LIFT STATION, SEWER FORCE MAIN AND REUSE SYSTEMS TO SERVE BEACON LAKE TOWNHOMES LOCATED OFF COUNTY ROAD 210 W.

RECITALS

WHEREAS, Heartwood 23, LLC, a Florida limited liability company, has executed and presented to the County a Special Warranty Deed conveying a lift station to serve Beacon Lake Townhomes located off County Road 210 W, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Heartwood 23, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water, sewer, lift station, sewer force main and reuse systems to serve Beacon Lake Townhomes located off County Road 210 W, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Heartwood 23, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Access and Utilities associated with the water, sewer and sewer force main systems to serve Beacon Lake Townhomes located off County Road 210 W, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, Heartwood 23, 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, sewer force main and reuse systems to serve Beacon Lake Townhomes located off County Road 210 W, attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, Hughes Brothers Construction, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Beacon Lake Townhomes, 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 two Easements 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 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 6th day of October, 2020.

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

By: [Signature]
Jeb S. Smith, Chair

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller

RENDITION DATE 10/8/20

[Signature]
Deputy Clerk

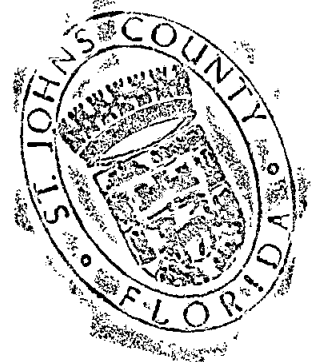


Exhibit "A" to Resolution

This Instrument Prepared By:

Heartwood 23, LLC
401 East Las Olas Boulevard, Suite 800
Fort Lauderdale, Florida 33301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this 10 day of February, 2020 is by and from Heartwood 23, LLC, whose address is 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301, 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 1 AS SHOWN ON THE BEACON LAKE TOWNHOMES PLAT
RECORDED IN THE MAP BOOK 99 PAGES 22 - 41 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:

Marcy McBride
Print Name: Marcy McBride

By: [Signature]
Its: VP

[Signature]
Print Name: BLAZKOVA c.c.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by physical presence
or online notarization on this 10 day of February, 2020, by
Bruce J. Parker who is personally known to
me or has produced _____ as identification.

Marcy McBride
Notary Public



Exhibit "B" to Resolution

This Instrument prepared by:

Heartwood 23, LLC
401 East Las Olas Boulevard, Suite 800
Fort Lauderdale, Florida 33301

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 12th day of December, 2019 by and from **Heartwood 23, LLC**, a Florida limited liability company, whose address is 401 East Las Olas Boulevard, Suite 800 Fort Lauderdale, Florida 33301, 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 A (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) SANITARY 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.

(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. 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 system.

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

BLAZ KOVACIC

Print Name

By: [Signature]
Its: BRUCE J. PARKER, VICE PRESIDENT

[Signature]
Witness

Marcy McBride
Print Name

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 12 day of December, 2019,
by Bruce J. Parker who is personally known to me or has
produced _____ as identification.

[Signature]
Notary Public

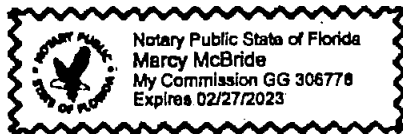


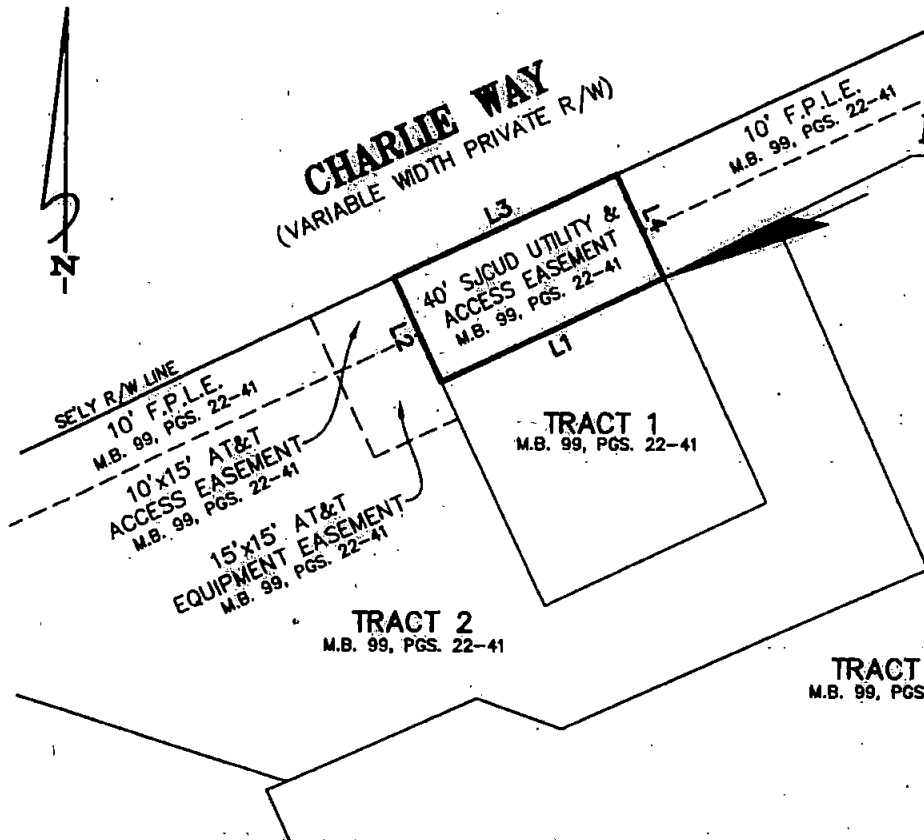
EXHIBIT "A"

EASEMENT AREA

BEACON LAKE PARKWAY, CHARLIE WAY, TAMAR COURT AS SHOWN ON THE
BEACON LAKE TOWNHOMES PLAT RECORDED IN MAP BOOK 99, PAGES 22
THROUGH 41 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

MAP SHOWING

A PORTION OF TRACT 2 AS SHOWN ON THE PLAT OF BEACON LAKE TOWNHOMES, AS RECORDED IN MAP BOOK 99, PAGES 22 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.



Point of Beginning

MOST N'LY CORNER OF TRACT 1
(M.B. 99, PGS. 22-41)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S64°52'02"W	40.00'
L2	N25°07'58"W	18.52'
L3	N64°52'02"E	40.00'
L4	S25°07'58"E	18.52'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHARLIE WAY AS N64°52'02"E, PER THE PLAT OF BEACON LAKE TOWNHOMES1.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD NOT SHOWN HEREON THAT MAY AFFECT THIS PARCEL.
5. ALL TRACTS, EASEMENTS AND R/W SHOWN HEREON ARE FROM THE PLAT OF PLAT OF BEACON LAKE TOWNHOMES, RECORDED IN M.B. 99, PGS. 22-41.

LEGEND

R/W = RIGHT OF WAY
M.B. = MAP BOOK
PGS. = PAGE
SJCUD = ST. JOHNS COUNTY UTILITY DEPARTMENT

GRAPHIC SCALE



(IN FEET)
1" = 30'

40' SJCUD UTILITY & ACCESS EASEMENT

SHEET 1 OF 2

JOB NO. 2020-100
DRAFTER MJC
DATE 2-12-20
SCALE 1"=30'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

Michael J. Colligan

CHECKED BY:

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703
WWW.CLARYASSOC.COM

MAP SHOWING

THAT PARTICULAR 40 FOOT ST. JOHNS COUNTY UTILITY DEPARTMENT EASEMENT, BEING A PORTION OF TRACT 2, AS SHOWN ON THE PLAT OF BEACON LAKE TOWNHOMES, AS RECORDED IN MAP BOOK 99, PAGES 22 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY CORNER OF TRACT 1, AS SHOWN ON SAID PLAT OF BEACON LAKE TOWNHOMES, THENCE SOUTH 64°52'02" WEST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT 1, A DISTANCE OF 40.00 FEET; THENCE NORTH 25°07'58" WEST, 18.52 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHARLIE WAY, AS SHOWN ON SAID PLAT OF BEACON LAKE TOWNHOMES; THENCE NORTH 64°52'02" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 40.00 FEET; THENCE SOUTH 25°07'58" EAST, 18.52 FEET, TO THE POINT OF BEGINNING.

CONTAINING 741 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

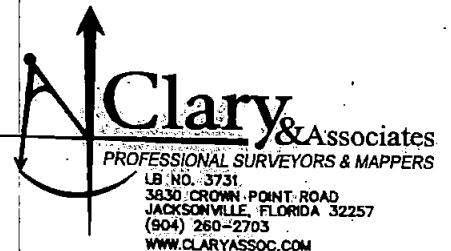
SHEET 2 OF 2
40' SJCUD UTILITY & ACCESS EASEMENT

JOB NO. 2020-100
DRAFTER MJC
DATE 2-12-20
SCALE 1"=30'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY:



MICHAEL J. COLIGAN, P.S.M. CERT. NO. 6788

Exhibit "C" to Resolution

This Instrument prepared by:

Heartwood 23, LLC
401 East Las Olas Boulevard, Suite 800
Fort Lauderdale, Florida 33301

EASEMENT ACCESS AND UTILITIES

THIS EASEMENT executed and given this 12th day of December, 2019 by and from **Heartwood 23, LLC**, a Florida limited liability company, whose address is 401 East Las Olas Boulevard, Suite 800 Fort Lauderdale, Florida 33301, 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 B** 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.

(c) SANITARY 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.

(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. 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 system.

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

BLAZ KOVACIC
Print Name

By: [Signature]
Its: VICE PRESIDENT

[Signature]
Witness

Marcy McBride
Print Name

State of Florida
County of Broward

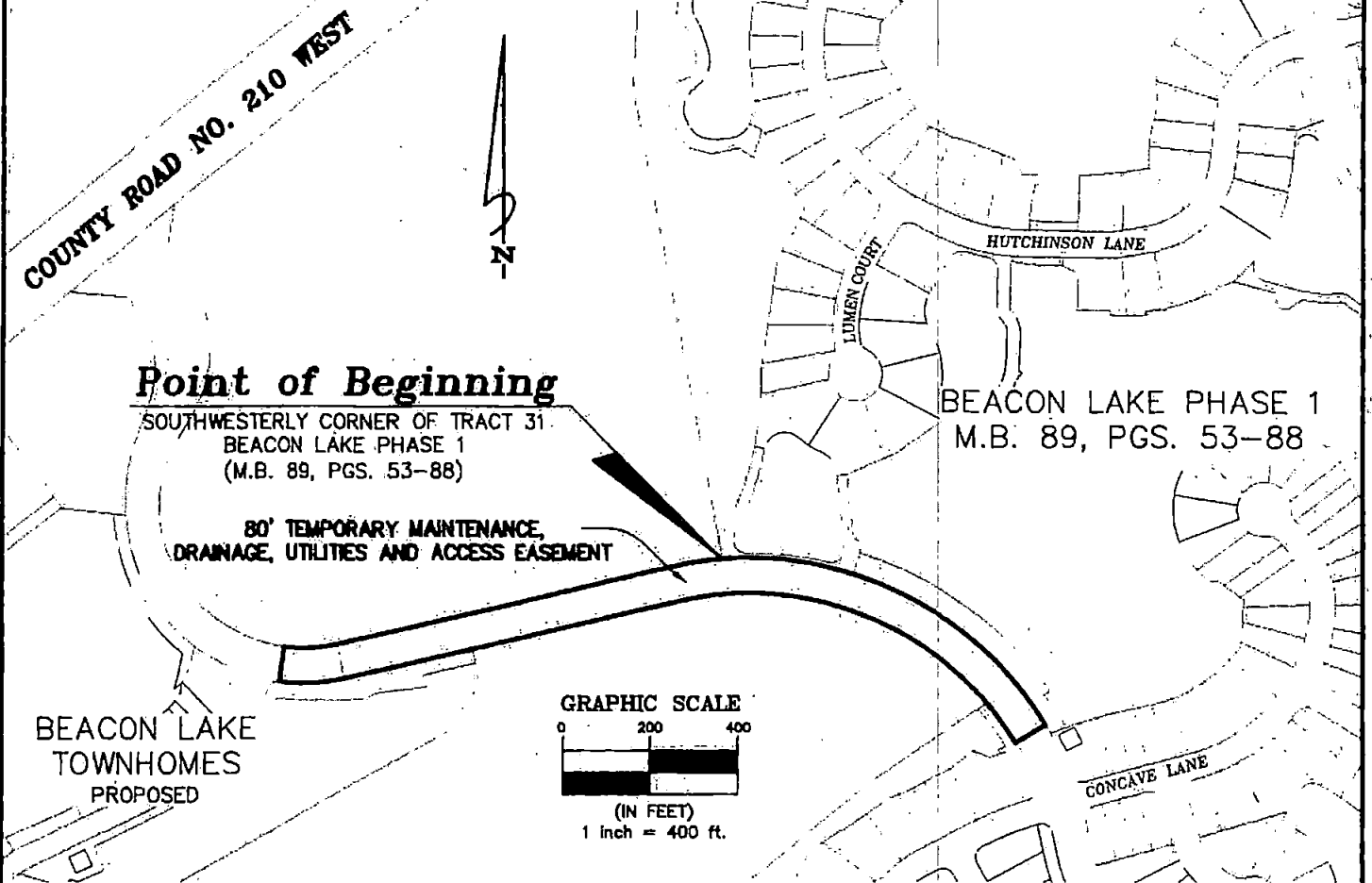
The foregoing instrument was acknowledged before me this 12 day of December, 2019
by Bruce J. Parker who is personally known to me or has
produced _____ as identification.

[Signature]
Notary Public



MAP SHOWING

A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF SECTION 14, AS NORTH 00°57'01" EAST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD NOT SHOWN HEREON THAT MAY AFFECT THIS PARCEL.
5. CROSS REFERENCE: CLARY MAP FILE NO. T5S-469A.

LEGEND

- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- M.B. = MAP BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- PG(S). = PAGE(S)

SHEET 1 OF 4

80' TEMPORARY MAINTENANCE, DRAINAGE, UTILITIES AND ACCESS EASEMENT

JOB NO. 2019-743
 DRAFTER SPB
 DATE 12/4/2019
 SCALE 1"=400'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

Michael J. Colligan

CHECKED BY:

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 260-2703
 WWW.CLARYASSOC.COM

MAP SHOWING

A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

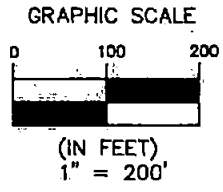
Point of Beginning

SOUTHWESTERLY CORNER OF TRACT 31
BEACON LAKE PHASE 1
(M.B. 89, PGS. 53-88)

BEACON LAKE PHASE 1
M.B. 89, PGS. 53-88

N76°56'28"E 786.40'
80' TEMPORARY MAINTENANCE,
DRAINAGE, UTILITIES AND ACCESS EASEMENT
S76°56'28"W 786.40'

MATCHLINE SHEET 3
MATCHLINE SHEET 2



ACCESS AND UTILITY EASEMENT
O.R.B. 2588, PG. 69
O.R.B. 4082, PG. 793
O.R.B. 4463, PG. 898

SECTION 10
SECTION 15

SHEET 2 OF 4
80' TEMPORARY MAINTENANCE,
DRAINAGE, UTILITIES AND ACCESS EASEMENT

JOB NO. 2019-743
DRAFTER SPB
DATE 12/4/2019
SCALE 1"=200'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

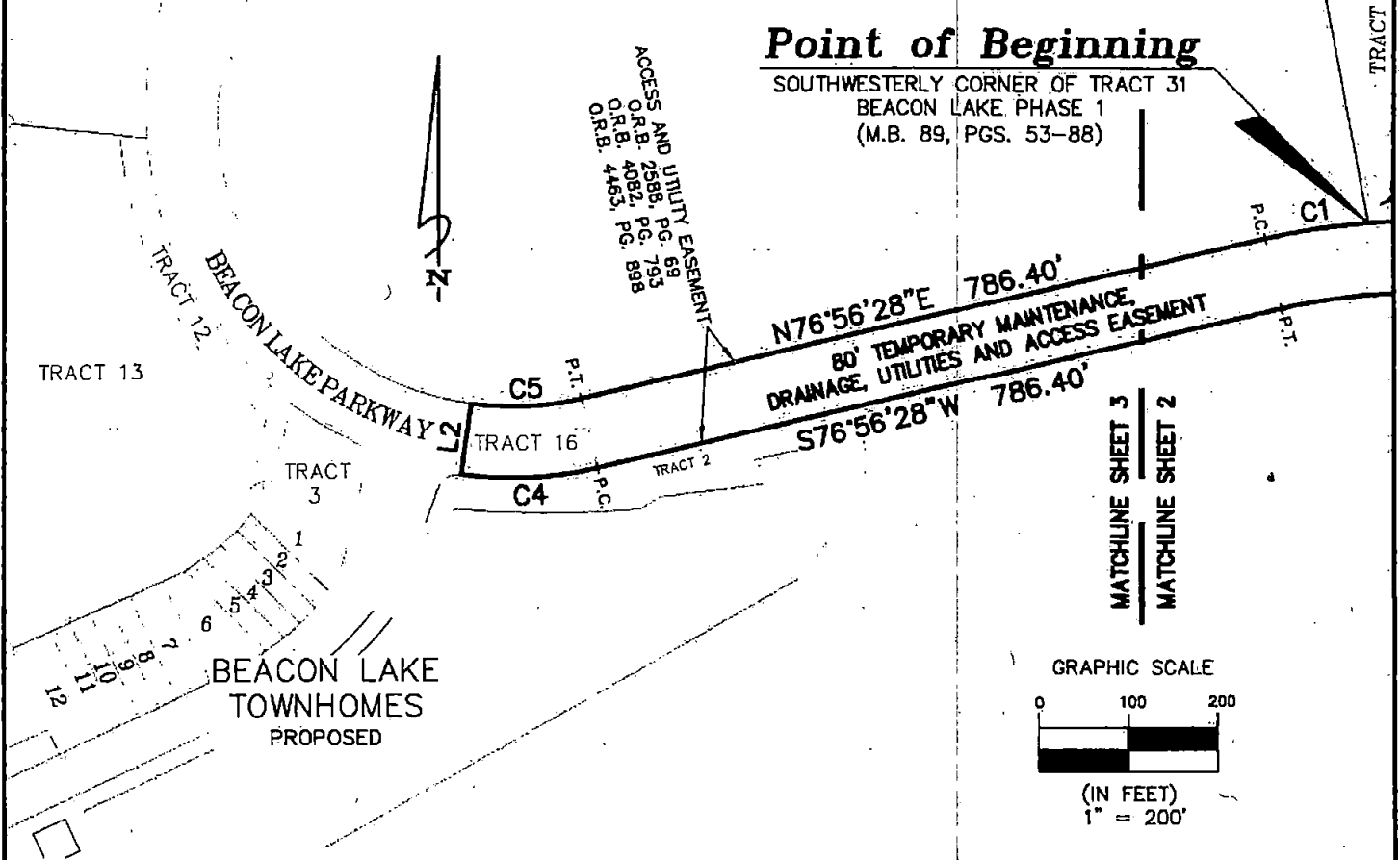
CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

MAP SHOWING

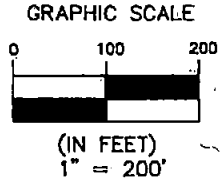
A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

Point of Beginning

SOUTHWESTERLY CORNER OF TRACT 31
BEACON LAKE PHASE 1
(M.B. 89, PGS. 53-88)



MATCHLINE SHEET 3
MATCHLINE SHEET 2



SHEET 3 OF 4
**80' TEMPORARY MAINTENANCE,
DRAINAGE, UTILITIES AND ACCESS EASEMENT**

JOB NO. 2019-743
DRAFTER SPB
DATE 12/4/2019
SCALE 1"=200'

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Michael J. Colligan

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

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JACKSONVILLE, FLORIDA 32257
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CHECKED BY:

MAP SHOWING

80' TEMPORARY MAINTENANCE, DRAINAGE, UTILITIES AND ACCESS EASEMENT

A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF TRACT 31 AS SHOWN ON PLAT OF BEACON LAKE PHASE 1, AS RECORDED IN MAP BOOK 89, PAGES 53 THROUGH 88, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, SAID CORNER BEING ON THE NORTHERLY LINE OF AN ACCESS AND UTILITY EASEMENT, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4463, PAGE 898, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHEASTERLY, ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF A CURVE LEADING SOUTHEASTERLY, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 790.00 FEET, AN ARC DISTANCE OF 873.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°54'31" EAST, 829.28 FEET; THENCE SOUTH 58°45'00" WEST, 80.00 FEET, TO SOUTHERLY LINE OF SAID ACCESS AND UTILITY EASEMENT AND THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY AND WESTERLY, ALONG LAST SAID LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 710.00 FEET, AN ARC DISTANCE OF 889.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°09'16" WEST, 832.74 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 76°56'28" WEST, 786.40 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 3: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 415.01 FEET, AN ARC DISTANCE OF 153.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°30'38" WEST, 152.25 FEET; THENCE NORTH 08°04'50" EAST, 80.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 123.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°30'39" EAST, 122.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 76°56'28" EAST, 786.40 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 790.00 FEET, AN ARC DISTANCE OF 117.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°11'12" EAST, 116.97 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3.42 ACRES, MORE OR LESS.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	790.00'	117.08'	8°29'29"	N81°11'12"E	116.97'
C2	790.00'	873.03'	63°19'03"	S62°54'31"E	829.28'
C3	710.00'	889.85'	71°48'32"	N67°09'16"W	832.74'
C4	415.01'	153.12'	21°08'21"	S87°30'38"W	152.25'
C5	335.00'	123.60'	21°08'22"	N87°30'39"E	122.90'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S58°45'00"W	80.00'
L2	N08°04'50"E	80.00'

SHEET 4 OF 4

80' TEMPORARY MAINTENANCE,
DRAINAGE, UTILITIES AND ACCESS EASEMENT

JOB NO. 2019-743

DRAFTER SPB

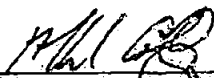
DATE 12/4/2019

SCALE 1"=200'

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CHECKED BY:

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788



Exhibit "D" to Resolution



BILL OF SALE
UTILITY IMPROVEMENTS
for
BEACON LAKE - TOWNHOMES

Heartwood 23, LLC, a Florida limited liability company, whose address is 401 East Las Olas Boulevard, Suite 800 Fort Lauderdale, Florida 33301, hereinafter, (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 sub-division of the State of Florida, the following personal property:

"SEE EXHIBIT A - SCHEDULE OF VALUES FOR BEACON LAKE TOWNHOMES"
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 10 of Feb, 2020.

WITNESS:

Marcy McBride
Witness Signature

Marcy McBride
Print Witness Name

OWNER:

[Signature]
Owner's Signature

Bruce J. Parker V.P.
Print Owner's Name

State of FLORIDA
County of BROWARD

The foregoing instrument was acknowledged before me by physical presence or online notarization on this 10 day of February, 2020 by Bruce J. Parker who is personally known to me or has produced _____ as identification.



Marcy McBride
Notary Public



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Beacon Lake Townhomes
 Contractor: Hughes Brothers Construction, Inc.
 Developer: Meadow View at Twin Creeks CDD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4" PVC DR 18	LF	1045	\$ 9.15	\$ 9,561.75
4" HDPE DR 11	LF	160	\$ 10.75	\$ 1,720.00
6" PVC DR 18	LF	1460	\$ 15.00	\$ 21,900.00
8" HDPE DR 11	LF	520	\$ 53.30	\$ 27,716.00
Fittings	LS	1	\$ 17,762.00	\$ 17,762.00
Sewer Valves (Size and Type)				
4" Gate Valve	EA	2	\$ 880.00	\$ 1,760.00
6" Gate Valve	EA	2	\$ 1,020.00	\$ 2,040.00
Air Release Valve	EA	6	\$ 15,415.00	\$ 92,490.00
Gravity Mains (Size, Type & Pipe Class)				
0/6 8" PVC SDR 26	LF	1126	\$ 36.00	\$ 40,536.00
6/8 8" PVC SDR 26	LF	1216	\$ 37.90	\$ 46,086.40
8/10 8" PVC SDR 26	LF	820	\$ 40.00	\$ 32,800.00
10/12 8" PVC SDR 26	LF	322	\$ 44.00	\$ 14,168.00
12/14 8" PVC SDR 26	LF	364	\$ 49.00	\$ 17,836.00
14/16 8" PVC SDR 26	LF	160	\$ 58.00	\$ 9,280.00
Laterals (Size and Type)				
6" PVC SDR 35 Single Service	EA	196	\$ 1,195.00	\$ 234,220.00
Manholes (Size and Type)				
0/6 Manhole	EA	2	\$ 3,265.00	\$ 6,530.00
0/6 Manhole w/ Liner	EA	4	\$ 6,695.00	\$ 26,780.00
6/8 Manhole	EA	6	\$ 3,725.00	\$ 22,350.00
6/8 Manhole w/ Liner	EA	1	\$ 7,565.00	\$ 7,565.00
8/10 Manhole	EA	1	\$ 4,435.00	\$ 4,435.00
8/10 Drop Manhole w/ Liner	EA	1	\$ 10,745.00	\$ 10,745.00
10/12 Manhole	EA	1	\$ 5,160.00	\$ 5,160.00
12/14 Manhole	EA	3	\$ 5,255.00	\$ 15,765.00
14/16 Manhole w/ Liner	EA	1	\$ 10,995.00	\$ 10,995.00
14/16 Drop Manhole w/ Liner	EA	1	\$ 14,375.00	\$ 14,375.00
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 56,406.00	\$ 56,406.00
Process Piping	Lump Sum	1	\$ 67,800.00	\$ 67,800.00
Process Structure	Lump Sum	1	\$ 76,022.00	\$ 76,022.00
Process Electrical Equipment	Lump Sum	1	\$ 59,050.00	\$ 59,050.00
Other Improvements	Lump Sum	1	\$ 84,357.00	\$ 84,357.00
Total Sewer System Cost				\$ 1,038,211.15



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Beacon Lake Townhomes
Contractor: Hughes Brothers Construction, Inc.
Developer: Meadow View at Twin Creeks CDD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
4" PVC DR 18	LF	400	\$ 10.92	\$ 4,368.00
8" PVC DR18	LF	440	\$ 21.89	\$ 9,631.60
10" PVC DR 18.	LF	7498	\$ 27.79	\$ 208,369.42
10" HDPE DR 11	LF	1615	\$ 69.00	\$ 111,435.00
Fittings	LS	1	\$ 68,719.35	\$ 68,719.35
Water Valves (Size and Type)				
8" Gate Valve	EA	2	\$ 1,415.00	\$ 2,830.00
10" Gate Valve	EA	19	\$ 2,090.00	\$ 39,710.00
Air Release Valve	EA	9	\$ 5,085.00	\$ 45,765.00
Hydrants Assembly (Size and Type)				
Fire Hydrant	EA	16	\$ 4,430.00	\$ 70,880.00
2" Flushing Hydrant	EA	3	\$ 1,790.00	\$ 5,370.00
Sevices (Size and Type)				
1" HDPE SDR 9 Double Service	EA	98	\$ 1,200.00	\$ 117,600.00
1" HDPE SDR 9 Lift Station Service	EA	2	\$ 1,795.00	\$ 3,590.00
Total Water System Cost				\$ 688,268.37

Exhibit "E" to Resolution



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$1,726,479.52 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 2/7/2020 to Meadow View at Twin Creeks CDD to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR BEACON LAKE TOWNHOMES.”

WATER AND SEWER ONLY

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 7th day of February, 2020.

WITNESS:

OWNER:

Rhett J Newinski
Witness Signature

[Signature]
Lienor's Signature


RHETT NEWINSKI
Print Witness Name

Chad Hewes
Print Lienor's Name

State of FL
County of Sumter

The foregoing instrument was acknowledged before me this 7th day of February, 2020, by Chad Hewes who is personally known to me or has produced physical presence as identification.

physical presence

 Rachael Mundorff
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG075002
Expires 2/28/2021

[Signature]
Notary Public



St. Johns County Utility Department
 Asset Management
 Schedule of Values

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 Contractor: Hughes Brothers Construction, Inc.
 Developer: Meadow View at Twin Creeks CDD

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Process Piping	Lump Sum	1	\$ 67,800.00	\$ 67,800.00
Process Structure	Lump Sum	1	\$ 76,022.00	\$ 76,022.00
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Other Improvements	Lump Sum	1	\$ 84,357.00	\$ 84,357.00
Total Sewer System Cost				\$ 1,038,211.15



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name:

Beacon Lake Townhomes

Contractor:

Hughes Brothers Construction, Inc.

Developer:

Meadow View at Twin Creeks CDD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
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1" HDPE SDR 9 Lift Station Service	EA	2	\$ 1,795.00	\$ 3,590.00
Total Water System Cost				\$ 688,268.37

Exhibit "F" to Resolution



**WARRANTY
UTILITY IMPROVEMENTS**

Date: 01/10/2020

Project Title: Beacon Lake Townhomes
St. Johns County, Florida

FROM: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785

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 HUGHES

Print Contractor's Name

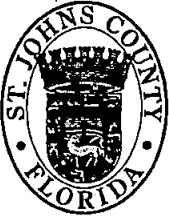
State of FL
County of Sumter

The foregoing instrument was acknowledged before me this 20th day of January, 2020, by Chad Hughes who is personally known to me or has produced identification. physical presence as

Notary Public



Rachael Mundorff
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG075002
Expires 2/28/2021



St. Johns County Board of County Commissioners

Utility Department

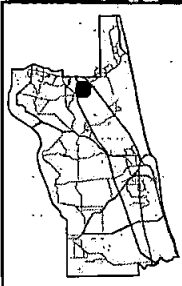
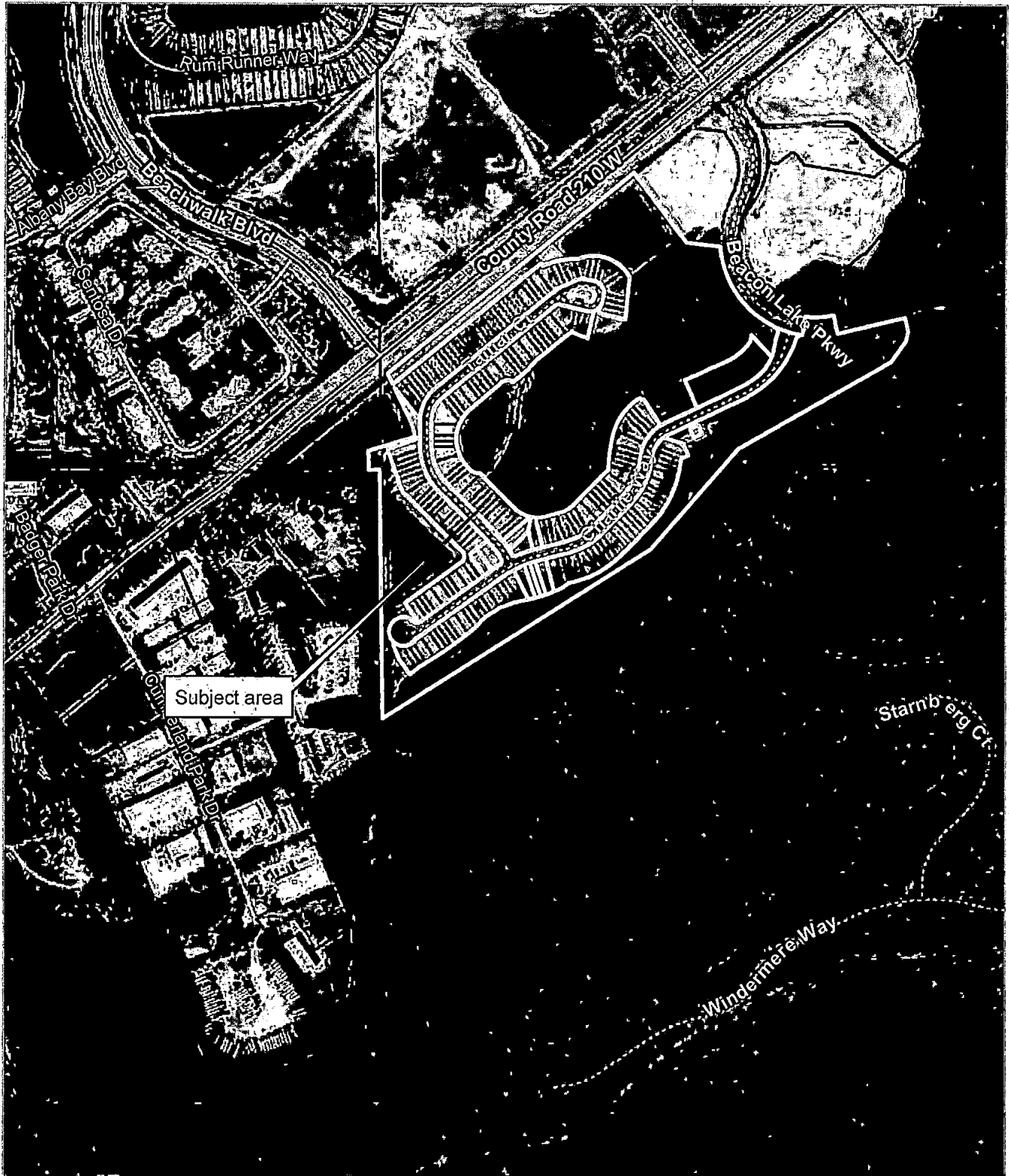
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Beacon Lake Townhomes
DATE: August 26, 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 Beacon Lake Townhomes.

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

0 135 270 540
Feet

Date: 9/12/2020

Special Warranty Deed,
Easement for Utilities,
Easement for Access and Utilities,
Bill of Sale, Schedule
of Values, Final Release
of Lien, and Warranty

Beacon Lake Townhomes

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.

