

RESOLUTION NO. 2021- 15

**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 AND REUSE SYSTEMS TO SERVE BEACON LAKE PHASE 2B LOCATED OFF COUNTY ROAD 210W.**

**RECITALS**

**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 and reuse systems to serve Beacon Lake Phase 2B located off County Road 210W, 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 a Bill of Sale and Schedule of Values conveying all personal property associated with the water and sewer systems to serve Beacon Lake Phase 2B located off County Road 210W, attached hereto as Exhibit "B", 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 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 19 day of January, 2021.

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

By: Henry Dean  
Henry Dean, Vice Chairman

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

Pam Hatten  
Deputy Clerk

**RENDITION DATE** 1/21/21



Exhibit "A" 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 22 day of July, 2026 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) 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.

(c) 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:

Marcy McBride  
Witness

By: [Signature]  
Its: VP

Marcy McBride  
Print Name

[Signature]  
Witness

Bryony Munkoo  
Print Name

State of FLORIDA  
County of BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization this 22 day of July, 2020 by  
Bruce J. Parker as VP  
for Heartwood 23, LLC.

Marcy McBride  
Notary Public  
My Commission Expires: \_\_\_\_\_



Personally Known or Produced Identification:  
Type of Identification Produced:

Notary Public

EXHIBIT "A"

EASEMENT AREA

NESS CIRCLE AS SHOWN ON THE PLAT **BEACON LAKE PHASE 2B** RECORDED IN MAP BOOK 100, PAGES 12-20 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Exhibit "B" to Resolution



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

**BEACON LAKE - PHASE 2B**

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 subdivision of the State of Florida, the following personal property:

**"SEE EXHIBIT A - SCHEDULE OF VALUES FOR BEACON LAKE PHASE 2B"  
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 22 of July, 2022

WITNESS:

Mary McBride  
Witness Signature

Mary McBride  
Print Witness Name

OWNER:

[Signature]  
Owner's Signature

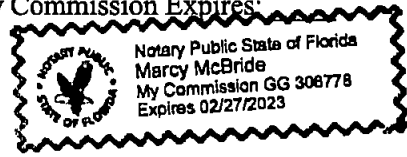
Bruce J Parker  
Print Owner's Name

STATE OF FLORIDA  
COUNTY OF BLUMHARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22 day of July, 2020, by Bruce J. Parker as VP for Heartwood 23, LLC.

*Marcy McBride*  
Notary Public

My Commission Expires:



Personally Known or Produced Identification  
Type of Identification Produced

Exhibit "A" to Bill of Sale



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

Project Name: Beacon Lake Phase 2B  
 Contractor: Hughes Brothers Construction, Inc.  
 Developer: Meadow View at Twin Creeks CDD

|  | UNIT | QUANTITY | UNIT COST    | TOTAL COST           |
|--|------|----------|--------------|----------------------|
| <b>Water Mains (Size, Type &amp; Pipe Class)</b> |      |          |              |                      |
| 8" PVC DR18                                      | LF   | 2415     | \$ 20.50     | \$ 49,507.50         |
| Fittings   | LS   | 1        | \$ 14,710.00 | \$ 14,710.00         |
| <b>Water Valves (Size and Type)</b>              |      |          |              |                      |
| 8" Gate Valve                                    | EA   | 3        | \$ 1,405.00  | \$ 4,215.00          |
| <b>Hydrants Assembly (Size and Type)</b>         |      |          |              |                      |
| Fire Hydrant                                     | EA   | 4        | \$ 4,430.55  | \$ 17,722.20         |
| <b>Sevices (Size and Type)</b>                   |      |          |              |                      |
| Locate Wire Potable Water                        | LF   | 2415     | \$ 0.75      | \$ 1,811.25          |
| Single Water Service                             | EA   | 47       | \$ 880.00    | \$ 41,360.00         |
| Double Water Service                             | EA   | 16       | \$ 1,180.00  | \$ 18,880.00         |
| <b>Total Water System Cost</b>                   |      |          |              | <b>\$ 148,205.95</b> |



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

Project Name: Beacon Lake Phase 2B  
 Contractor: Hughes Brothers Construction, Inc.  
 Developer: Meadow View at Twin Creeks CDD

|  | UNIT | QUANTITY | UNIT COST   | TOTAL COST           |
|--|------|----------|-------------|----------------------|
| <b>Gravity Mains (Size, Type &amp; Pipe Class)</b> |      |          |             |                      |
| 0/6 8" PVC SDR 26                                  | LF   | 475      | \$ 35.70    | \$ 16,957.50         |
| 6/8 8" PVC SDR 26                                  | LF   | 1155     | \$ 37.50    | \$ 43,312.50         |
| 8/10 8" PVC SDR 26                                 | LF   | 340      | \$ 40.00    | \$ 13,600.00         |
| 10/12 8" PVC SDR 26                                | LF   | 280      | \$ 43.50    | \$ 12,180.00         |
| <b>Laterals (Size and Type)</b>                    |      |          |             |                      |
| 6" PVC SDR 35 Single Service                       | EA   | 77       | \$ 1,155.00 | \$ 88,935.00         |
| <b>Manholes (Size and Type)</b>                    |      |          |             |                      |
| 0/6 Manhole Type A                                 | EA   | 2        | \$ 3,280.00 | \$ 6,560.00          |
| 0/6 Manhole Type A w/ Liner                        | EA   | 1        | \$ 6,880.00 | \$ 6,880.00          |
| 6/8 Manhole Type A                                 | EA   | 7        | \$ 3,790.00 | \$ 26,530.00         |
| 6/8 Manhole Type A w/ Liner                        | EA   | 1        | \$ 8,543.80 | \$ 8,543.80          |
| 8/10 Manhole Type A                                | EA   | 2        | \$ 4,615.00 | \$ 9,230.00          |
| 10/12 Manhole Type A                               | EA   | 1        | \$ 5,280.00 | \$ 5,280.00          |
| <b>Total Sewer System Cost</b>                     |      |          |             | <b>\$ 238,008.80</b> |



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum of \$386,214.75 hereby waives and releases its lien and right to claim a lien for the Reuse labor, services or materials furnished through 7/21/2020 to Meadow View at Twin Creeks CDD to the following described property:

**"SEE EXHIBIT A - SCHEDULE OF VALUES FOR BEACON LAKE PHASE 2B"  
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 21 of July, 2020

**WITNESS:**

Rhett J. Nowinski  
Witness Signature

RHETT NIEWINSKI  
Print Witness Name


**OWNER:**

[Signature]  
Lienor's Signature

CHAD HUGHES  
Print Lienor's Name

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of July, 2020, by Chad Hughes as President for Hywel Business Construction, Inc.

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

[Signature]  
Notary Public  
My Commission Expires: 2/28/21

Personally Known or Produced Identification  
Type of Identification Produced



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

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Project Name: **Beacon Lake Phase 2B**  
Contractor: **Hughes Brothers Construction, Inc.**  
Developer: **Meadow View at Twin Creeks CDD**

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|  | UNIT | QUANTITY | UNIT COST    | TOTAL COST           |
|--|------|----------|--------------|----------------------|
| <b>Water Mains (Size, Type &amp; Pipe Class)</b> |      |          |              |                      |
| 8" PVC DR18                                      | LF   | 2415     | \$ 20.50     | \$ 49,507.50         |
| Fittings   | LS   | 1        | \$ 14,710.00 | \$ 14,710.00         |
| <b>Water Valves (Size and Type)</b>              |      |          |              |                      |
| 8" Gate Valve                                    | EA   | 3        | \$ 1,405.00  | \$ 4,215.00          |
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| Fire Hydrant                                     | EA   | 4        | \$ 4,430.55  | \$ 17,722.20         |
| <b>Sevices (Size and Type)</b>                   |      |          |              |                      |
| Locate Wire Potable Water                        | LF   | 2415     | \$ 0.75      | \$ 1,811.25          |
| Single Water Service                             | EA   | 47       | \$ 880.00    | \$ 41,360.00         |
| Double Water Service                             | EA   | 16       | \$ 1,180.00  | \$ 18,880.00         |
| <b>Total Water System Cost</b>                   |      |          |              | <b>\$ 148,205.95</b> |



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

Project Name: Beacon Lake Phase 2B  
 Contractor: Hughes Brothers Construction, Inc.  
 Developer: Meadow View at Twin Creeks CDD

|  | UNIT | QUANTITY | UNIT COST   | TOTAL COST           |
|--|------|----------|-------------|----------------------|
| <b>Gravity Mains (Size, Type &amp; Pipe Class)</b> |      |          |             |                      |
| 0/6 8" PVC SDR 26                                  | LF   | 475      | \$ 35.70    | \$ 16,957.50         |
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| 8/10 8" PVC SDR 26                                 | LF   | 340      | \$ 40.00    | \$ 13,600.00         |
| 10/12 8" PVC SDR 26                                | LF   | 280      | \$ 43.50    | \$ 12,180.00         |
| <b>Laterals (Size and Type)</b>                    |      |          |             |                      |
| 6" PVC SDR 35 Single Service                       | EA   | 77       | \$ 1,155.00 | \$ 88,935.00         |
| <b>Manholes (Size and Type)</b>                    |      |          |             |                      |
| 0/6 Manhole Type A                                 | EA   | 2        | \$ 3,280.00 | \$ 6,560.00          |
| 0/6 Manhole Type A w/ Liner                        | EA   | 1        | \$ 6,880.00 | \$ 6,880.00          |
| 6/8 Manhole Type A                                 | EA   | 7        | \$ 3,790.00 | \$ 26,530.00         |
| 6/8 Manhole Type A w/ Liner                        | EA   | 1        | \$ 8,543.80 | \$ 8,543.80          |
| 8/10 Manhole Type A                                | EA   | 2        | \$ 4,615.00 | \$ 9,230.00          |
| 10/12 Manhole Type A                               | EA   | 1        | \$ 5,280.00 | \$ 5,280.00          |
| <b>Total Sewer System Cost</b>                     |      |          |             | <b>\$ 238,008.80</b> |



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 7-21-2020

Project Title: **Beacon Lake Phase 2B**  
St. Johns County, Florida


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

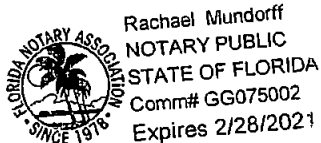
**Contractor:**

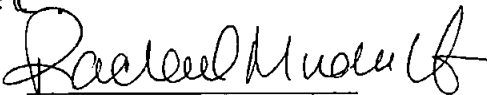
  
\_\_\_\_\_  
Contractor's Signature

CHAD HUGHES  
\_\_\_\_\_  
Print Contractor's Name

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of July, 2020, by Chad Hughes as President for Hughes Brothers Construction, Inc.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2/28/21

Personally Known or Produced Identification  
Type of Identification Produced



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

Utility Department

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INTEROFFICE MEMORANDUM

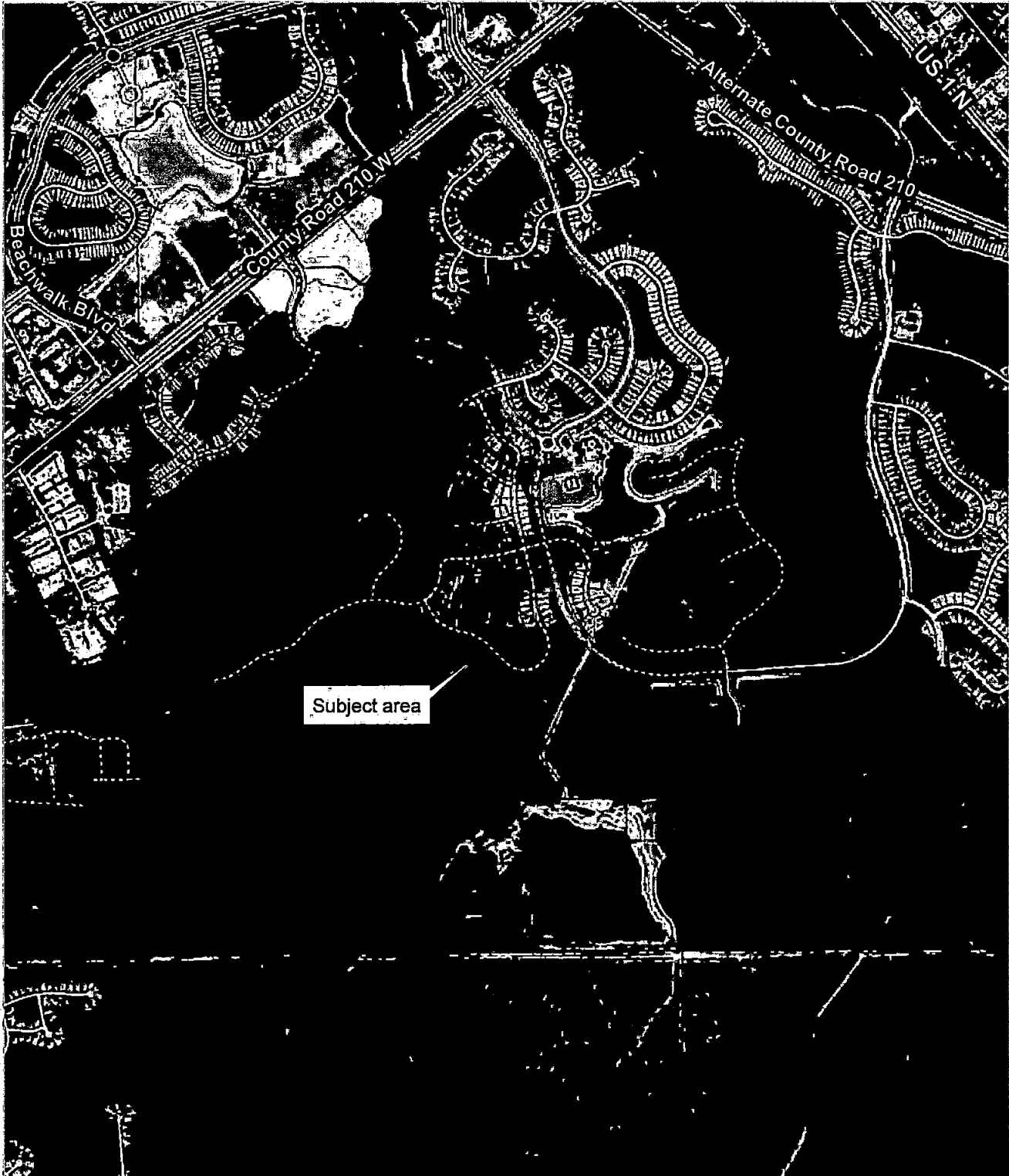
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Beacon Lake Phase 2B  
DATE: November 16, 2020

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 Beacon Lake 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

0 305 610 1,220  
Feet

Date: 12/22/2020

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

Beacon Lake 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.

