

RESOLUTION NO. 2021- 313

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 ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE TRAILMARK EAST PARCEL – PHASE 1 LOCATED OFF COUNTY ROAD 13A:

RECITALS

WHEREAS, Six Mile Creek Investment Group, LLC, a Delaware limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Trailmark East Parcel – Phase 1 located off County Road 13A, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Six Mile Creek Community Development District has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water and sewer systems to serve Trailmark East Parcel – Phase 1 located off County Road 13A attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, Vallencourt Construction Company, Inc. a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Trailmark East Parcel – Phase 1, 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.

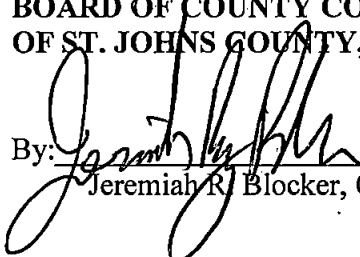
Section 2. The above described Easement for Utilities, Bill of Sale and Schedule of Values, Final Release of Lien and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scrivener's 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.

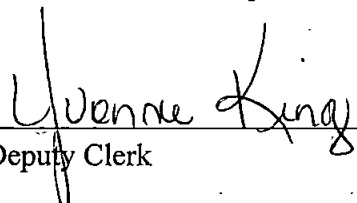
Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3rd day of August, 2021.

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

By: 
Jeremiah R. Blocker, Chair

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


Deputy Clerk

RENDITION DATE: AUG 03 2021

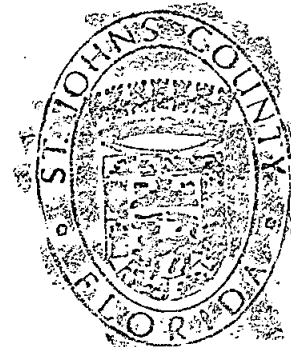


Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 17th day of February, 2020 by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, with an address of 7807 Baymeadows Road, Suite 205, Jacksonville, FL 32256, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

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

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and gravity sewer collection system, 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 shall be over the public road rights of way shown on that certain plat of Trailmark East Parcel – Phase 1, recorded in Map Book 104, Pages 1 through 16, inclusive, of the Public Records of St. Johns County, Florida. 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) 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:

**SIX MILE CREEK INVESTMENT
GROUP, LLC**, a Delaware limited liability
company

Dannelle W James
Witness

By: *Michael C Taylor*
Michael C. Taylor, Vice President

Dannelle W James
Print Name

Carrie Russell
Witness

Carrie Russell
Print Name

EXHIBIT "A"

EASEMENT AREA

Tract 4, Trailmark East Parcel – Phase 1, according to the map or plat thereof, recorded in Map Book 104, Pages 1 through 16, inclusive, of the Public Records of St. Johns County, Florida.



BILL OF SALE
UTILITY IMPROVEMENTS
for

Trailmark East Parcel - Phase 1

Six Mile Creek CDD, 475 West Town Place, Suite 114, St. Augustine, FL 32092, (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 TRAILMARK EAST PARCEL - PHASE 1"

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this ___ of ___, ___.

WITNESS:

Gaynelle W James
Witness Signature

Gaynelle W James
Print Witness Name

OWNER:

Gregg Kern
Owner's Signature

Gregg Kern
Print Owner's Name

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 02 day of March, 2021, by Gregg Kern as Owner for Trailmark

Carolina J Aristimuno
Notary Public
My Commission Expires: 06.14.2024

Personally Known or Produced Identification
Type of Identification Produced

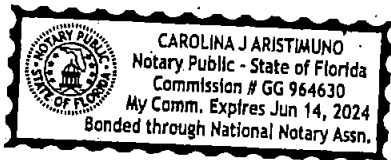


Exhibit "A" to Bill of Sale



St. Johns County Utility Department

Asset Management

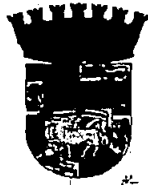
Schedule of Values

Project Name: Trailmark East Parcel - Phase 1

Contractor: Vallencourt Construction Company Inc.

Developer: Six Mile Creek CDD

Item	Unit	Quantity	Unit Cost	Total Cost
Force Mains (Size, Type & Pipe Class)				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sewer Valves (Size and Type)				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC	LF	8089	\$ 51.06	\$ 413,024.34
				\$ -
				\$ -
				\$ -
Laterals (Size and Type)				
Sewer Service	EA	181	\$ 654.01	\$ 118,375.81
				\$ -
				\$ -
Manholes (Size and Type)				
Type A	EA	43	\$ 4,916.21	\$ 211,397.03
Lined	EA	9	\$ 10,895.81	\$ 98,062.29
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Lift Station				
Mechanical Equipment	LS			\$ -
Process Piping	LS			\$ -
Process Structure	LS			\$ -
Process Electrical Equipment	LS			\$ -
Other Improvements	LS			\$ -
Total Sewer System Cost				\$ 840,859.47



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Trailmark East Parcel - Phase 1

Contractor: Vallencourt Construction Company Inc.

Developer: Six Mile Creek CDD

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size, Type & Pipe Class)				
	2" Poly	LF	465	\$ 14.10	\$ 6,556.50
	4" DR18	LF	443	\$ 23.26	\$ 10,304.18
	6" DR18	LF	365	\$ 36.03	\$ 13,150.95
	8" DR18	LF	213	\$ 35.49	\$ 7,559.37
	10 DR18	LF	10	\$ 49.31	\$ 493.10
	12" DR18	LF	6993	\$ 50.22	\$ 351,188.46
	10" DR11	LF	40	\$ 60.35	\$ 2,414.00
	16" DR11	LF	228	\$ 137.80	\$ 30,285.29
					\$ -
(1)	Water Valves (Size and Type)				
	12" Gate	EA	15	\$ 2,893.91	\$ 43,408.65
	10" Gate	EA	1	\$ 2,351.30	\$ 2,351.30
	8" Gate	EA	1	\$ 1,514.36	\$ 1,514.36
	6" Gate	EA	18	\$ 1,166.96	\$ 21,005.28
	20" x 12" Tapping Valve	EA	1	\$ 12,146.57	\$ 12,146.57
					\$ -
					\$ -
(1)	Hydrants Assembly (Size and Type)				
	Fire Hydrant	EA	16	2351.43	\$ 37,622.88
	2" Flushing Hydrant	EA	7	821.16	\$ 5,748.12
					\$ -
					\$ -
(1)	Services (Size and Type)				
	1" Single Water Service	EA	115	\$ 670.68	\$ 77,128.20
	2" Double Water Service	EA	34	\$ 956.15	\$ 32,509.10
					\$ -
					\$ -
Total Water System Cost					\$ 655,386.31

Note: Asset Type (1) Water Pipeline and Appurteances

Exhibit "C" to Resolution



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$1,496,245.78 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 12/07/2020 to Six Mile Creek CDD. to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR TRAILMARK EAST PARCEL PHASE 1”

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 8th of March, 2021

WITNESS:

OWNER:

[Signature]
Witness Signature

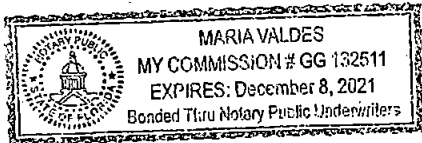
[Signature]
Lienor's Signature

Michael A. Vallencourt
Print Witness Name

Stan Bates
Print Lienor's Name

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of March, 2021, by Stan Bates as Vice President for Vallencourt Construction Co., Inc



Maria Valdes
Notary Public
My Commission Expires: 12.8.21

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

Project Name:	Trailmark East Parcel - Phase 1
Contractor:	Vallencourt Construction Company Inc.
Developer:	Six Mile Creek CDD

Item	Unit	Quantity	Unit Cost	Total Cost
Force Mains (Size, Type & Pipe Class)				
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
Sewer Valves (Size and Type)				
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC	LF	8089	\$ 51.06	\$ 413,024.34
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			\$	-
			\$	-
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Lined	EA	9	\$ 10,895.81	\$ 98,062.29
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
Lift Station				
Mechanical Equipment	LS		\$	-
Process Piping	LS		\$	-
Process Structure	LS		\$	-
Process Electrical Equipment	LS		\$	-
Other Improvements	LS		\$	-
Total Sewer System Cost				\$ 840,859.47



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Trailmark East Parcel - Phase 1

Contractor: Vallencourt Construction Company Inc.

Developer: Six Mile Creek CDD

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size, Type & Pipe Class)				
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					\$ -
					\$ -
Total Water System Cost					\$ 655,386.31

Note: Asset Type (1) Water Pipeline and Appurteances

Exhibit "D" to Resolution



**WARRANTY
UTILITY IMPROVEMENTS**

Date: 2-23-21
Project Title: Trailmark East Parcel Phase 1
St. Johns County, Florida

FROM: Vallencourt Construction Co. Inc.
449 Center Street
Green Cove Springs, FL 32043

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.

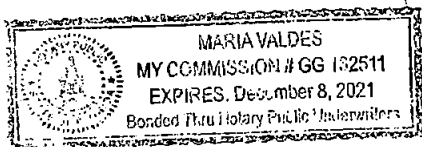
Contractor:

[Signature]
Contractor's Signature

Stan Bates
Print Contractor's Name

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of March, 2021, by Stan Bates as Vice President for Vallencourt Construction Co. Inc.



Maria Valdes
Notary Public
My Commission Expires: 12.8.21

Personally Known or Produced Identification
Type of Identification Produced

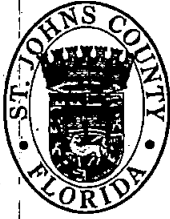


Exhibit "E" to Resolution

St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Trailmark East Parcel – Phase 1
DATE: May 12, 2021

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 Trailmark East Parcel – 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.



Subject area



Aerial Photography 2019
 0 437.5 875 1,750
 Feet
 Date: 6/22/2021

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

Trailmark East Parcel - 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 hereon.

