

RESOLUTION NO. 2021- 503

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, A BILL OF SALE, A FINAL RELEASE OF LIEN, AND A WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE ORCHARD PARK PHASE 2 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 and sewer system to serve Orchard Park Phase 2 located off Wildwood Drive, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, Burnham Construction, Inc., a Florida corporation, 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 2 located off Wildwood Drive, attached hereto as Exhibit "B", 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 2, 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 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 7<sup>th</sup> day of December, 2021.

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

By: Henry Dean  
Henry Dean, Chair

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

Robin L. Platt  
Deputy Clerk

RENDITION DATE DEC 9 2021



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 16<sup>th</sup> day of April, 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. 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:

Claudia M. Hale-Jinks  
Witness

Thomas Jinks  
By: Thomas Jinks  
Its: Director of Land Development

Claudia M. Hale-Jinks  
Print Name

Lisa Bianchi  
Witness

Lisa Bianchi  
Print Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2020 by Thomas Jinks who is personally known to me or has produced Physically Present as identification.

Lisa Bianchi  
Notary Public



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

EXHIBIT "A"  
EASEMENT AREA

GREAT STAR COURT, MUSTARD HILL COURT IN ORCHARD PARK PHASE 2 PLAT  
RECORDED IN MAP BOOK 104 PAGES 68 THROUGH 73 OF THE PUBLIC RECORDS OF ST.  
JOHNS COUNTY FLORIDA.



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

**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 II"**  
**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 16<sup>th</sup> of April, 2020.

**WITNESS:**

Lisa Bianchi  
Witness Signature

Lisa Bianchi  
Print Witness Name

**OWNER:**

[Signature]  
Owner's Signature

Thomas Jinks  
Print Owner's Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2020, by Thomas Jinks who is personally known to me or has produced \_\_\_\_\_ as identification.

Physically Present

Lisa Bianchi  
Notary Public

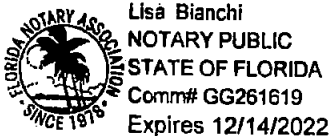


Exhibit "A" to Bill of Sale



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

Project Name: **Orchard Park Townhomes (fka Treaty Grounds) Phase 2**  
 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	1400	\$ 35.90	\$ 50,260.00
6" C900 DR 18 PVC	LF	20	\$ 32.40	\$ 648.00
4" C900 DR 18 PVC	LF	380	\$ 31.85	\$ 12,103.00
4" C900 DR 11 PVC	LF	220	\$ 28.40	\$ 6,248.00
2" (HDPE CTS DR9)	LF	300	\$ 20.75	\$ 6,225.00
<b>Water Valves (Size and Type)</b>				
6" MJ Gate Valve	EA	2	\$ 1,396.90	\$ 2,793.80
4" MJ Gate Valve	EA	2	\$ 1,256.75	\$ 2,513.50
<b>Hydrants Assembly (Size and Type)</b>				
6" Fire Hydrant Assembly	EA	2	\$ 3,066.70	\$ 6,133.40
2" Flushing Hydrant	EA	2	\$ 821.15	\$ 1,642.30
<b>Sevices (Size and Type)</b>				
Double Long Services	EA	19	\$ 693.80	\$ 13,182.20
Single Short Services	EA	68	\$ 983.60	\$ 66,884.80
<b>Total Water System Cost</b>				<b>\$ 168,634.00</b>



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

Project Name:	<b>Orchard Park Townhomes (fka Treaty Grounds) Phase 2</b>
Contractor:	<b>Burnham Construction Inc.</b>
Developer:	<b>KB Home</b>

UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>			
LF		\$ -	\$ -
LF		\$ -	\$ -
LF		\$ -	\$ -
LF		\$ -	\$ -
LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>			
EA		\$ -	\$ -
EA		\$ -	\$ -
EA		\$ -	\$ -
EA		\$ -	\$ -
EA		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>			
8" SDR-26 PVC	1624	\$ 52.25	\$ 84,854.00
LF		\$ -	\$ -
LF		\$ -	\$ -
LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>			
6" SDR-35 PVC	89	\$ 1,294.70	\$ 115,228.30
EA		\$ -	\$ -
EA		\$ -	\$ -
EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>			
4-6 foot deep Type A	2	\$ 3,998.90	\$ 7,997.80
6-8 foot deep Type A	3	\$ 4,542.72	\$ 13,628.16
10-12 foot deep Type A	1	\$ 5,785.25	\$ 5,785.25
4-6' foot deep Type A Lined	2	\$ 5,751.38	\$ 11,502.76
8-10' foot deep Type B Lined	1	\$ 6,482.73	\$ 6,482.73
<b>Lift Station</b>			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
<b>Total Sewer System Cost</b>			<b>\$ 245,479.00</b>

Exhibit "C" to Resolution



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum \$414,113.00 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 4/14/20 to KB Home to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR

**“ORCHARD PARK TOWNHOMES PHASE II”**

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 16 of April, 2020.

**WITNESS:**

Erica Bridger  
Witness Signature

Erica Bridger  
Print Witness Name

**OWNER:**

David Burnham  
Lienor's Signature

David Burnham  
Print Lienor's Name

State of Florida  
County of Baker

The foregoing instrument was acknowledged before me this 16th day of April, 2020, by David Burnham who is personally known to me or has produced Physical present as identification.

Tyler Mobley  
Notary Public



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

Exhibit "A" to Final Release of Lien



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

Project Name:	<b>Orchard Park Townhomes (fka Treaty Grounds) Phase 2</b>
Contractor:	<b>Burnham Construction Inc.</b>
Developer:	<b>KB Home</b>

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

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 Developer: KB Home

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<b>Lift Station</b>				
			\$ -	\$ -
<b>Total Sewer System Cost</b>			\$	<b>245,479.00</b>



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 04/14/2020

Project Title: **Orchard Park Townhomes Phase II**

St. Johns County, Florida

FROM: Burnham Construction Inc.  
11413 Enterprise E. 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

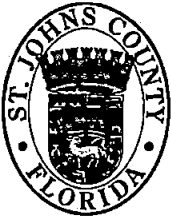
State of Florida  
County of DeKalb

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2020, by David Burnham who is personally known to me or has produced Physical Present as identification.

  
Notary Public



TYLER MOSLEY  
MY COMMISSION # GG 017448  
EXPIRES: August 1, 2020  
Boried thru Budget Notary Services



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

Utility Department

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INTEROFFICE MEMORANDUM

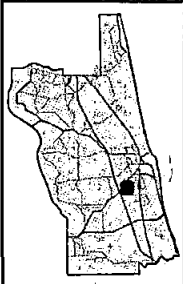
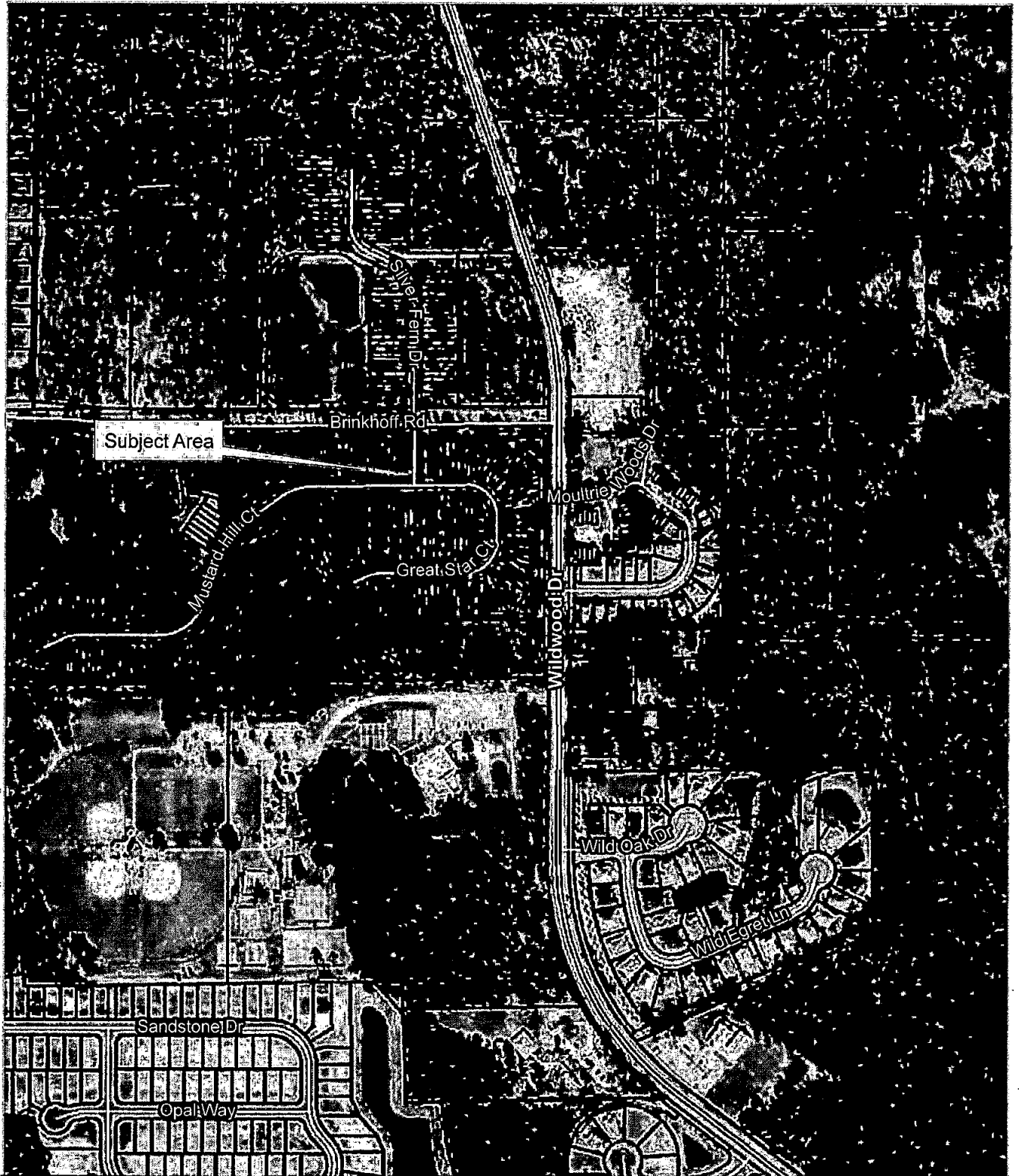
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Orchard Park Phase 2  
DATE: July 27, 2021

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 Orchard Park Phase 2.

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.



Aerial Photography 2019  
 0 34,000 68,000 136,000  
 Feet  
 Date: 10/27/2021

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

Orchard Park Phase 2

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.

