

RESOLUTION NO. 2021- 527

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 ENTRADA PHASE 1 UNIT 1B LOCATED OFF STATE ROAD 207.

RECITALS

WHEREAS, D R Horton, Inc. - Jacksonville, a Delaware corporation, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Entrada Phase 1 Unit 1B located off State Road 207, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Entrada 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, sewer and reuse systems to serve Entrada Phase 1 Unit 1B located off State Road 207, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Earthworks of Florida, LLC, a Florida limited liability company, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Entrada Phase 1 Unit 1B, 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 21 day of December, 2021.

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

By: 
Henry Dean, Chair

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

RENDITION DATE 12-22-2021


Deputy Clerk

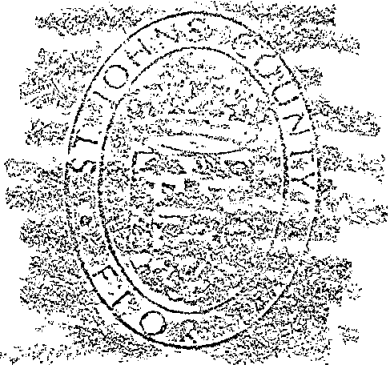


Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 5 day of August, 2021 by **D.R. HORTON, INC. – JACKSONVILLE**, with an address of 4220 Race Track Road, St. Johns, FL 32259, 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:

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 and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "**Utility Lines and Associated Equipment**") over and upon the real property described on Exhibit A attached hereto (the "**Easement Area**"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, its 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.

1. (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 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 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** - 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. Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; 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:

D.R. Horton, Inc. – Jacksonville, a Delaware corporation



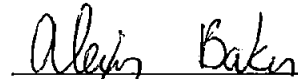
By: 

Witness

Philip A. Fremento, Vice President

JOE WACKER

Print Name



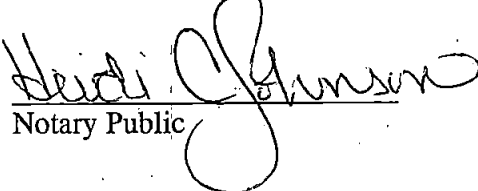
Witness

Alexis Baker

Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me by physical presence, or by online notarization, this 5th day of August, 2021, by Philip A. Fremento, Vice President of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the corporation, who is personally known to me.


Notary Public

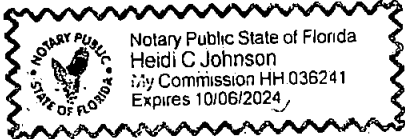


EXHIBIT "A"

EASEMENT AREA

The Private Road rights of way identified as Caminha Road on the Entrada Phase 1 Unit
IB Plat Map Book 107 pages (47, 48 and 49) along with Tract "B"

EXHIBIT "B"

INGRESS/EGRESS AREA

The Private Road rights of way identified as Caminha Road on the Entrada Phase 1 Unit 1B Plat Map Book 107 pages (47, 48 and 49).

Exhibit "B" to Resolution



BILL OF SALE
UTILITY IMPROVEMENTS
for

Entrada Phase 1 - Units 1, 2 & 3

Entrada Community Development District, 2806 North Fifth Street, Unit 403 St. Augustine, Florida 32084, (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 ENTRADA PHASE 1 - UNIT 1B"

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 19th of MAY, 2021

WITNESS:

Deborah McClure
Witness Signature

Deborah McClure
Print Witness Name

OWNER:

Robert S. Porter
Owner's Signature

Robert S. Porter, Chairman
Print Owner's Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS COUNTY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of May, 2021, by Robert S. Porter as Chairman for Entrada Community Development District

Deborah McClure
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



DEBORAH E. MCCLURE
Commission # GG 967814
Expires July 10, 2024
Bonded Thru Budget Notary Services

Exhibit "A" to Bill of Sale



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Entrada Phase 1 Unit 1B
 Contractor: Earthworks of Florida, LLC
 Developer: D.R. Horton, Inc. - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR18 PVC	LF	23	\$ 29.40	\$ 676.20
4" DR18 PVC	LF	420	\$ 23.52	\$ 9,878.40
2" Poly	LF	160	\$ 15.68	\$ 2,508.80
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Water Valves (Size and Type)				
6" MJ Gate Valve	EA	1	\$ 1,030.00	\$ 1,030.00
			\$ -	\$ -
			\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant Assy	EA	1	\$ 3,500.00	\$ 3,500.00
			\$ -	\$ -
			\$ -	\$ -
Services (Size and Type)				
1" Short Single Services	EA	3	\$ 595.00	\$ 1,785.00
1" Short Double Services	EA	7	\$ 701.00	\$ 4,907.00
Long Double Services	EA	3	\$ 772.00	\$ 2,316.00
			\$ -	\$ -
Total Water System Cost				\$ 26,601.40

Exhibit "C" to Resolution



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$73,022.40, Seventy-Three Thousand, Twenty-Two Dollars and Forty Cents, hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through May 19, 2021 to D.R. Horton, Inc. - Jacksonville to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR Entrada Phase 1 Unit 1B”

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 19 of May, 2021

WITNESS:

Renee Henshaw
Witness Signature

Renee Henshaw
Print Witness Name

OWNER:

Jeffrey T. Cook
Lienor's Signature

Jeffrey T. Cook
Print Lienor's Name

STATE OF FLORIDA
COUNTY OF Baker

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of May, 2021, by Jeffrey T. Cook as Managing Member for Earthworks of Florida, LLC.

Robin Lynn Smith
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

NOTARY PUBLIC
STATE OF FLORIDA
ROBIN LYNN SMITH
Commission # GG 149986
Expires January 25, 2022
Bonded Thru Budget Notary Services

Exhibit "A" to Final Release of Lien



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Entrada Phase 1 Unit 1B
 Contractor: Earthworks of Florida, LLC
 Developer: D.R. Horton, Inc. - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR18 PVC	LF	23	\$ 29.40	\$ 676.20
4" DR18 PVC	LF	420	\$ 23.52	\$ 9,878.40
2" Poly	LF	160	\$ 15.68	\$ 2,508.80
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Water Valves (Size and Type)				
6" MJ Gate Valve	EA	1	\$ 1,030.00	\$ 1,030.00
			\$ -	\$ -
			\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant Assy	EA	1	\$ 3,500.00	\$ 3,500.00
			\$ -	\$ -
			\$ -	\$ -
Services (Size and Type)				
1" Short Single Services	EA	3	\$ 595.00	\$ 1,785.00
1" Short Double Services	EA	7	\$ 701.00	\$ 4,907.00
Long Double Services	EA	3	\$ 772.00	\$ 2,316.00
			\$ -	\$ -
Total Water System Cost				\$ 26,601.40

Exhibit "D" to Resolution



**WARRANTY
UTILITY IMPROVEMENTS**

Date: May 19, 2021
Project Title: Entrada Phase 1 Unit 1B
St. Johns County, Florida

FROM: Earthworks of Florida, LLC
11932 North State Road 121
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:

Jeffrey T. Cook
Contractor's Signature

Jeffrey T. Cook
Print Contractor's Name

STATE OF FLORIDA
COUNTY OF Baker

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of May, 2021, by Jeffrey T. Cook as Managing Member for Earthworks of Florida, LLC.

Joanna L. Young
Notary Public
My Commission Expires: 3/10/25

Personally Known or Produced Identification
Type of Identification Produced

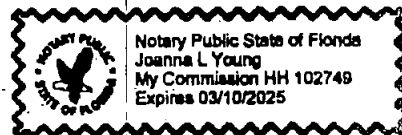




Exhibit "E" To Resolution

St. Johns County Board of County Commissioners

Utility Department

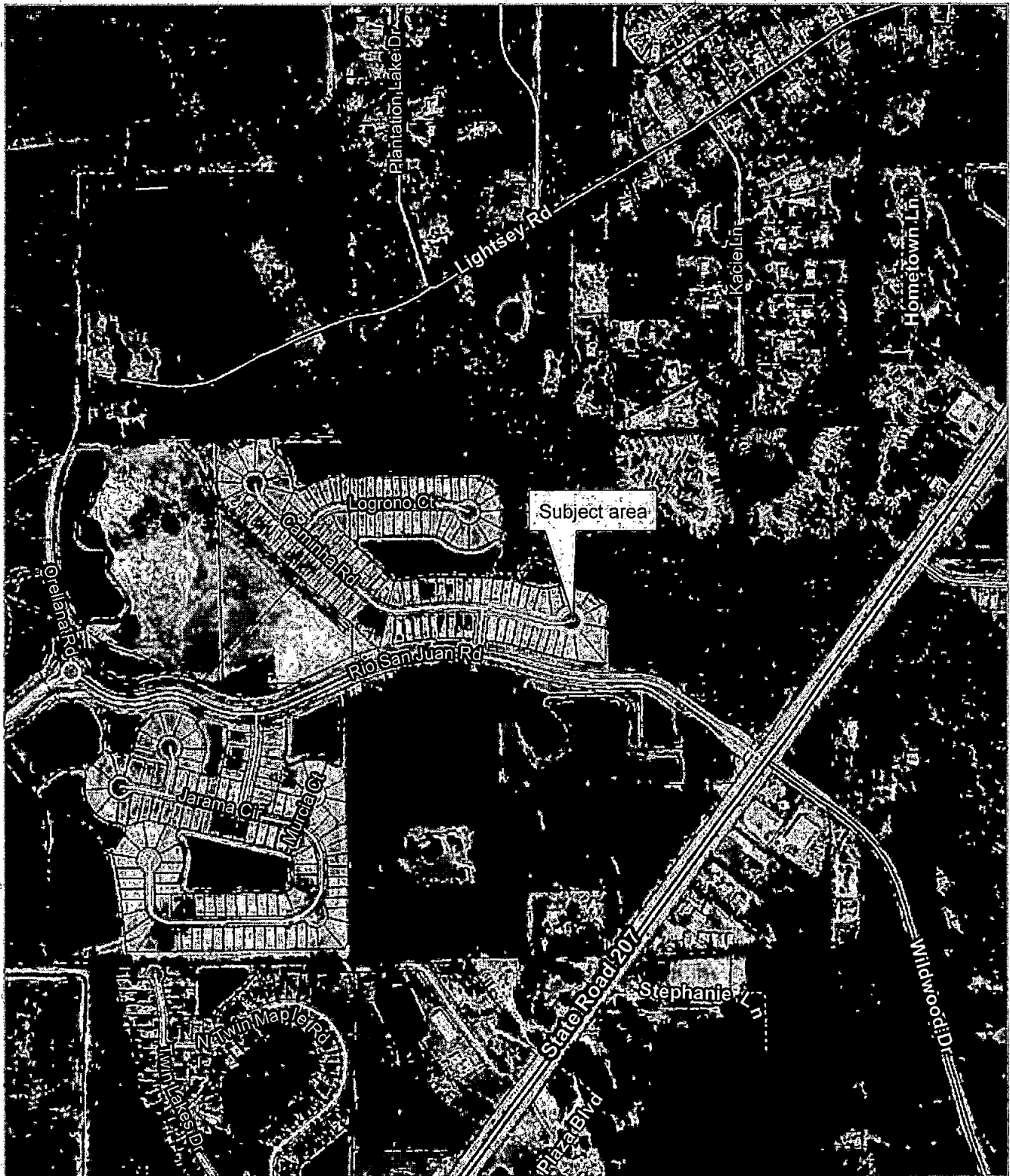
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Entrada Phase 1 Unit 1B
DATE: September 22, 2021

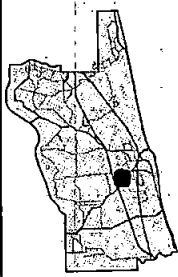
Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Entrada Phase 1 Unit 1B.

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 34,000 68,000 136,000
 Feet
 Date: 11/15/2021

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

Entrada Phase 1 Unit 1B

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.

