

RESOLUTION NO. 2025- 199

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, A BILL OF SALE WITH SCHEDULE OF VALUES, FINAL RELEASE OF LIEN, AND WARRANTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE ST. AUGUSTINE LAKES PHASE 3B.

RECITALS

WHEREAS, St. Augustine Lakes Community Development District, has executed and presented to the County an Easement for Utilities associated with the water and sewer system to serve St. Augustine Lakes Phase 3B, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, St. Augustine Lakes Community Development District, has executed and presented to the County a Bill of Sale with a Schedule of Values conveying all personal property associated with the water and sewer systems to serve St. Augustine Lakes Community Phase 3B, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, Lennar Homes, LLC, a Florida profit corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at St. Augustine Lakes Phase 3B, 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, 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 17th day of June, 2025.

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

Rendition Date JUN 17 2025

By: 
Krista Joseph, Chair

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

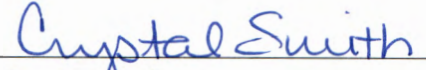

Deputy Clerk



Exhibit A to the Resolution

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7th day of April, 2025 by ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT, with an address of 475 West Town Place, Suite 114, St. Augustine, FL 32092, 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, alienate, 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 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. This easement is for water and 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

(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 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. Grantee and Grantor hereby preserve all rights, privileges and immunities of Grantee and Grantor as set forth in 768.28, Florida Statutes.

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 768.28 Florida Statutes, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence. Grantee and Grantor's obligations herein are limited as set forth in section 768.28, Florida Statutes, and nothing in this Easement shall be construed to extend the liabilities of Grantee or Grantor beyond that provided in section 768.28, Florida Statutes or be deemed as a waiver of Grantee or Grantor's sovereign immunity beyond that provided in section 768.28, Florida Statutes. Nothing

hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES COMMENCE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its company seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness Signature

Faith Kirk
Print Name

7411 Fullerton St Ste 220

Jacksonville, FL 32256
Witness Address REQUIRED BUSINESS OR PERSONAL

By: [Signature]

Print Name: Lenzi Rogers

Title: Chair

[Signature]
Witness Signature

Tara Keeneth
Print Name

7411 Fullerton St Ste 220

Jacksonville, FL 32256
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 7th day of April, 2025, by Lenzi Rogers who is Chair of St Augustine Lakes Community Development District. Such person is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: 12/13/27

EXHIBIT "A"

EASEMENT AREA

Easement Area shall be along Miromar Lake Drive, Bethesda Court, Kingley Park Way, Giddings Way as described in the St. Augustine Lakes Phase 3A Plat as recorded in Map Book 124, Page 81-87 of the St. Johns County Public Records.

**ST. JOHNS COUNTY UTILITY DEPARTMENT
3F - CLOSEOUT - BILL OF SALE**

PROJECT: St. Augustine Lakes Phase 3B

Lennar Homes, LLC - 5505 Waterford District Drive, Miami, FL 33126

Owners Name and Address, (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 the project listed above. (Note: The description listed should match the description listed on the "Release of Lien")

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 3rd of January, 2025.

WITNESS:



Witness Signature

Fernando Rodriguez
Witness Print Name

OWNER:



Owner Signature

G. Christopher McKinney
Owner Print Name

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 3rd day of January, 2025, by

CHRIS MCKINNEY as VP for LENNAR HOMES, LLC



GABRIELLE BARRA
Commission # HH 254955
Expires June 3, 2026


Notary Public
My Commission Expires: 6.3.2026

Personally Known or Produced Identification
Type of Identification Produced

**WRITTEN CONSENT TO COMPANY ACTION
BY THE SOLE MEMBER OF
LENNAR HOMES, LLC**

SEPTEMBER 12, 2023

The undersigned, being the sole Member of LENNAR HOMES, LLC, a Florida limited liability company (the "Company"), pursuant to the provisions of the Florida Limited Liability Company Act and the Operating Agreement of the Company, does hereby unanimously agree and consent to the adoption of, and does hereby adopt, the following resolutions:

RESOLVED, that without limitation upon the power of the Member of the Company by resolution to confer the same or similar authority upon other officers and individuals from time to time, and without limiting any authority otherwise conferred on officers of the Company, **Chris McKinney** shall have the power and authority in the name and on behalf of this Company to deliver and execute subdivision development agreements, purchase agreements, subcontractor agreements, bond agreements, utility agreements, permitting applications, vendor and consultant contracts and any other necessary documents in connection with the land development operations of the Company;

RESOLVED, that for the purpose of executing and delivering any and all instruments under the authority granted herein, **Chris McKinney** shall be and is hereby constituted an **Authorized Agent** of the Company, and any action taken or done pursuant to the authority herein granted shall be an act of the Company and binding upon it;

AND, RESOLVED, that the authorities hereby conferred shall be deemed retroactive, and any and all acts taken by **Chris McKinney** as an **Authorized Agent** of the Company be, and they hereby are, approved, ratified and confirmed in all respects.

A facsimile or PDF of a signature, or an electronic signature, to this Written Consent shall be deemed as valid as an original signature thereto.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the date first written above.

SOLE MEMBER:

U.S. HOME, LLC,
a Delaware limited liability company

By: _____

DocuSigned by:

Mark Sustana

147E73VED065476
Mark Sustana, Vice President

Exhibit "A"



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: St. Augustine Lakes Phase 3B
 Contractor: A. J. JOHNS, INC.
 Developer: Lennar Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
10" PVC DR-18 WATER MAIN	LF	1144	\$ 83.23	\$ 95,215.12
8" PVC DR-18 WATER MAIN	LF	646	\$ 50.55	\$ 32,655.30
6" PVC DR-18 WATER MAIN	LF	95	\$ 38.89	\$ 3,694.55
4" PVC DR-18 WATER MAIN	LF	477	\$ 29.28	\$ 13,966.56
2" POLY SDR 9	LF	319	\$ 16.67	\$ 5,317.73
12" HDPE DR 11	LF	28	\$ 168.17	\$ 4,708.76
10" HDPE DR 11	LF	29	\$ 147.98	\$ 4,291.42
	LF		\$ -	\$ -
Water Valves (Size and Type)				
10" GATE VALVE	EA	2	\$ 6,929.08	\$ 13,858.16
8" GATE VALVE	EA	3	\$ 3,842.56	\$ 11,527.68
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" FIRE HYDRANT	EA	5	\$ 5,154.06	\$ 25,770.30
2" FLUSHING HYDRANT	EA	3	\$ 1,638.09	\$ 4,914.27
			\$ -	\$ -
Services (Size and Type)				
1" LONG DOUBLE SERVICES	EA	41	\$ 1,126.63	\$ 46,191.83
1" SHORT SINGLE SERVICES	EA	41	\$ 859.90	\$ 35,255.90
	EA		\$ -	\$ -
			\$ -	\$ -
TOTAL WATER SYSTEM COST				\$ 297,367.58



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: St. Augustine Lakes Phase 3B
 Contractor: A. J. JOHNS, INC.
 Developer: Lennar Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	EA			\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" PVC SDR-26	LF	2681	\$ 69.33	\$ 185,873.73
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" PVC SDR-35	EA	83	\$ 1,216.80	\$ 100,994.40
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
TYPE A	EA	12	\$ 6,926.81	\$ 83,121.72
TYPE B	EA	1	\$ 12,953.65	\$ 12,953.65
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
	LS		\$ -	\$ -
TOTAL SEWER SYSTEM COST				\$ 382,943.50



**ST. JOHNS COUNTY UTILITY DEPARTMENT
3C - CLOSEOUT - RELEASE OF LIEN UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum
\$680,311.08

hereby waives and releases its lien and right to claim a lien for Water, Sewer, and Reclaimed Water labor, services or materials furnished through

12-19-2024

to

Lennar Homes, LLC

Date

(Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR
St. Augustine Lakes Phase 3B

PROJECT NAME

Note: The description listed should match the description listed on the "Bill of Sale".

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 19th day of December, 2024.

WITNESS:

Donald E. Henninger

Witness Signature

Print Witness Name

CONTRACTOR:

Charles B. Laughlin

Lienor's Signature

Print Lienor's Name

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of December, 2024, by Charles B. Laughlin as President for A.J. Johns, Inc.

Notary Public

My Commission Expires: 10/23/25

Personally Known or Produced Identification
Type of Identification Produced



TODD A. PATRICK
Commission # HH 145102
Expires October 23, 2025
Bonded Thru Budget Notary Services

Exhibit "A"



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: St. Augustine Lakes Phase 3B
 Contractor: A. J. JOHNS, INC.
 Developer: Lennar Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
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10" PVC DR-18 WATER MAIN	LF	1144	\$ 83.23	\$ 95,215.12
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	EA		\$ -	\$ -
Hydrants Assembly (Size and Type)				
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1" LONG DOUBLE SERVICES	EA	41	\$ 1,126.63	\$ 46,191.83
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	EA		\$ -	\$ -
			\$ -	\$ -
TOTAL WATER SYSTEM COST				\$ 297,367.58



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: St. Augustine Lakes Phase 3B
 Contractor: A. J. JOHNS, INC.
 Developer: Lennar Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
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Sewer Valves (Size and Type)				
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			\$ -	\$ -
			\$ -	\$ -
Lift Station				
	LS		\$ -	\$ -
TOTAL SEWER SYSTEM COST				\$ 382,943.50

ST. JOHNS COUNTY UTILITY DEPARTMENT
3E - CLOSEOUT - WARRANTY

Date: 9-18-2024
Project Title: St. Augustine Lakes Phase 3B
FROM: A.J. Johns, Inc
Contractor's Name
Address: A.J. Johns, Inc
3225 Anniston Road
Jacksonville, FL 32246
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:

Chad Cockrell
Print Contractor's Name


Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or _____
on-line notarization, this 18TH day of SEPTEMBER, 20 24, by
CHAD COCKRELL as VICE PRESIDENT OPERATIONS for
A.J. JOHNS, INC.


Notary Public
My Commission Expires: 10/23/25

Personally Known or Produced Identification
Type of Identification Produced

 TODD A. PATRICK
Commission # HH 145102
Expires October 23, 2025
Bonded Thru Budget Notary Services



**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: April 22, 2025
SUBJECT: St. Augustine Lakes Phase 3B (ASBULT 2024000180)

St. Johns County Utility Department has reviewed and approved the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty. Please present the documents to the Board of County Commissioners (BCC) for final approval and acceptance of St. Augustine Lakes Phase 3B.

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 Property



2024 Aerial Imagery

Date: 5/19/2025

St. Augustine Lakes Phase 3B
**Easement for Utilities, Bill of Sale,
Release of Lien and Warranty**



**Land Management
Systems**
Real Estate Division
(904) 209-0790

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 herein.