

RESOLUTION NO. 2021- 468

**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 AND SEWER SYSTEMS TO SERVE GRAND OAKS PHASE 1 D UNIT 1 LOCATED OFF STATE ROAD 16.**

**RECITALS**

**WHEREAS**, Pulte Home Company, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Grand Oaks Phase 1 D Unit 1 located off State Road 16, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, Pulte Home Company, 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 Grand Oaks Phase 1 D Unit 1 located off State Road 16, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, W. Gardner, 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 Grand Oaks Phase 1 D Unit 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.

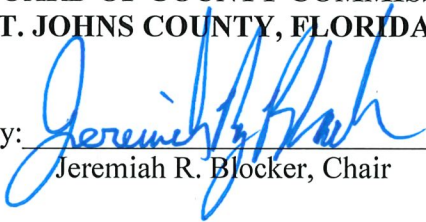
Section 2. The above described Easement for Utilities, Bill of Sale and Schedule of Values, Final Release of Lien and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scrivener 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 2nd day of November, 2021.

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

By:   
Jeremiah R. Blocker, Chair



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

  
Deputy Clerk

**RENDITION DATE** NOV 04 2021

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 23<sup>rd</sup> day of June, 2021 by Pulte Home Company, LLC, with an address of 124 Del Webb Parkway, Ponte Vedra, FL 32081, 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, 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. 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:

David Crosby  
Witness

David Crosby  
Print Name

Barbara M. Nippeschild  
Witness

Barbara M. Nippeschild  
Print Name

By: [Signature]  
Its: VP of LAND Acq.

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of June, 2020, by Justin Dudley as VP of Land Acq. for Pulte Home Company, LLC.

*Barbara Knippschild*  
Notary Public  
My Commission Expires: 9-17-2023

Personally Known or Produced Identification  
Type of Identification Produced

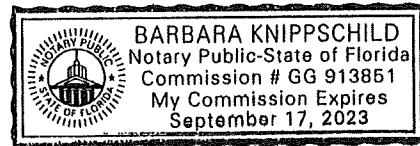


EXHIBIT "A"

EASEMENT AREA

Easement Area shall be the Right-of-Way along Twinbrook Way, Red Barn Road, and Myrtle Oak Court as described in the Grand Oaks Phase 1D Unit 1 Plat as recorded in Map Book 102, Page 76-80 of the St. Johns County Public Records.



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for  
**(GRAND OAKS PHASE 1D-1)**

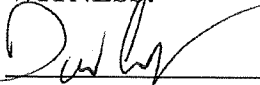
**Pulte Home Company, LLC 124 Del Webb Parkway Ponte Vedra, FL 32081**, (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers 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 GRAND OAKS PHASE 1D-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.

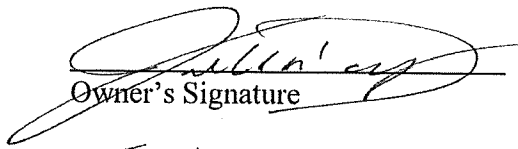
**IN WITNESS WHEREOF**, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 4th of February, 2021.

**WITNESS:**

  
\_\_\_\_\_  
Witness Signature

David Crosby  
\_\_\_\_\_  
Print Witness Name

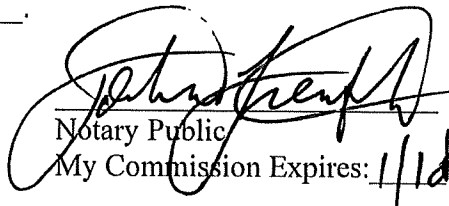
**OWNER:**

  
\_\_\_\_\_  
Owner's Signature

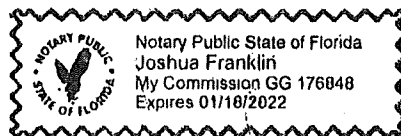
JUSTIN DUDLEY  
\_\_\_\_\_  
Print Owner's Name

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4th day of February, 2021, by Justin Dudley as Owner for Pulte Home Company, LLC.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1/18/22

Personally Known or Produced Identification  
Type of Identification Produced







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

Project Name: Grand Oaks Pod 1D1  
 Contractor: W. Gardner  
 Developer: \_\_\_\_\_

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
12" DR 11 HDPE Crossing	LF	29	\$ 121.59	\$ 3,526.11
10" DR 18 PVC & Fittings	LF	161	\$ 55.61	\$ 8,953.21
8" DR 18 PVC & Fittings	LF	1304	\$ 24.73	\$ 32,247.92
4" DR 18 PVC & Fittings	LF	361	\$ 21.46	\$ 7,747.06
2" DR-9 Poly & Fittings	LF	142	\$ 13.84	\$ 1,965.28
<b>Water Valves (Size and Type)</b>				
10" Gate Valve	Ea	1	\$ 5,358.79	\$ 5,358.79
8" Gate Valve	Ea	4	\$ 2,983.54	\$ 11,934.16
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
Fire Hydrant	Ea	2	\$ 4,961.45	\$ 9,922.90
2" Flushing Hydrant	Ea	4	\$ 1,104.08	\$ 4,416.32
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
SJCUD Services Double	Ea	14	\$ 1,378.44	\$ 19,298.16
SJCUD Services Single	Ea	36	\$ 1,042.36	\$ 37,524.96
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 142,894.87</b>



**St. Johns County Utility Department**  
 Asset Management  
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Project Name: Grand Oaks Pod 1D1  
 Contractor: W. Gardner  
 Developer: \_\_\_\_\_

Force Mains (Size, Type & Pipe Class)	UNIT	QUANTITY	UNIT COST	TOTAL COST
	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	LF	1739	\$ 38.98	\$ 67,786.22
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" Service	EA	63	\$ 1,326.88	\$ 83,593.44
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA	4	\$ 4,324.74	\$ 17,298.96
8-10 foot deep	EA	4	\$ 5,277.92	\$ 21,111.68
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>			<b>\$</b>	<b>189,790.30</b>



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum \$332,685.17, Three Hundred Thirty Two Thousand Six Hundred Eighty Five Dollars and Seventeen Cents hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 8-24-2020 to Pulte Home Company, LLC. to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR GRAND OAKS PHASE 1D-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 \_\_\_ of \_\_\_, \_\_\_.

**WITNESS:**

*Don Henninger*  
Witness Signature

DON HENNINGER  
Print Witness Name

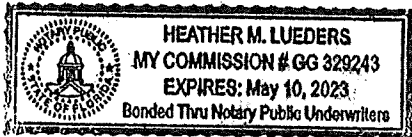
**OWNER:**

*Elliot Jones*  
Lienor's Signature

ELLIOT JONES  
Print Lienor's Name

STATE OF FLORIDA  
COUNTY OF DUAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of August, 2020, by Elliot Jones as President for W. Gardner, LLC.



*Heather M. Lueders*  
Notary Public

My Commission Expires: 5/10/23

Personally Known or Produced Identification  
Type of Identification Produced



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

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 Contractor: W. Gardner  
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Other Improvements	Lump Sum		\$ -	\$ -
			<b>Total Sewer System Cost</b>	<b>\$ 189,790.30</b>



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 8-24-2020

Project Title: Grand Oaks Phase 1D-1  
St. Johns County, Florida

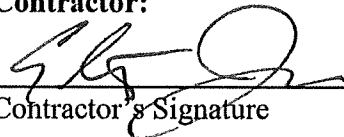
FROM: : W. Gardner, LLC  
4929 Atlantic Blvd.  
Jacksonville, FL 32207

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

ELLIOT JONES  
\_\_\_\_\_  
Print Contractor's Name

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 24<sup>th</sup> day of August, 2020, by  
Elliot Jones as President  
for W. Gardner, LLC.



Heather Lueders  
Notary Public  
My Commission Expires: 5/10/23

Personally Known or Produced Identification  
Type of Identification Produced



Exhibit "E" to Resolution

**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: Grand Oaks Phase 1D Unit 1  
DATE: October 5, 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 Grand Oaks Phase 1D Unit 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.