

RESOLUTION NO. 2022- 118

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 PARKLAND PRESERVE PHASE 3A-4A LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, Parkland Preserve Community Development District has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Parkland Preserve Phase 3A-4A located off International Golf Parkway, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, NGMB Properties, 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 Parkland Preserve Phase 3A-4A located off International Golf Parkway, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, Jr. Davis 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 Parkland Preserve Phase 3A-4A, 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.

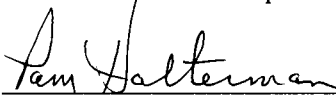
Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities, and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 19th day of April, 2022.

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

By: 
Christian Whitehurst, Vice-chair

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


Deputy Clerk

Rendition Date 4/21/22

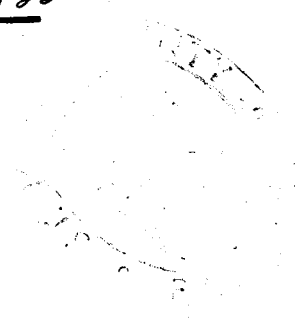


Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7th day of January, 2022 by **PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is c/o DPGF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastián 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 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, 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

**Parkland Preserve Community Development
District**

In the presence of:

Mohammad Bataineh

[Signature]
Witness

By: Mohammad Bataineh
Its: Chairperson

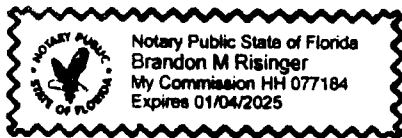
[Signature]
Print Name

[Signature]
Witness

Michael Balanby
Print Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of January, 2022, by Mohammad Bataineh as Chairperson for the Parkland Preserve Community Development District.



[Signature]
Notary Public
My Commission Expires: 1/4/2025

Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT "A"

EASEMENT AREA

All CDD roadways, Cardinal Branch Lane, Falcon Quest Lane, Spotted Owl Lane, Dove Tree Lane, Dovetail Circle, Robin Tree Lane, Eagles Landing Lane, and Parkland Trail, as recorded in Parkland Preserve Phase 3A-4A plat, Plat Book 110, pages 51-60.

EXHIBIT "B"

INGRESS/EGRESS AREA

Access to easement provided through the CDD roadway of Parkland Trail.

Exhibit "B" to Resolution



BILL OF SALE
UTILITY IMPROVEMENTS
for

PARKLAND PRESERVE PHASE 3A&4A

NGMB Properties, LLC (1478 Riverplace Blvd, Suite 1808, Jacksonville, FL 32207), (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
PARKLAND PRESERVE PHASE 3A&4A"

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 23rd of April, 21.

WITNESS:

[Signature]
Witness Signature

Matthew Irmenti
Print Witness Name

OWNER:

[Signature]
Owner's Signature

Michael Balanky
Print Owner's Name

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of April, 2021, by Michael Balanky as owner for Parkland Preserve.

[Signature]
Notary Public
My Commission Expires: Aug/28/21

Personally Known or Produced Identification
Type of Identification Produced FL License



DREW O'NEIL
Commission # GG 138848
Expires August 28, 2021
Bonded Thru Budget Notary Services

Exhibit "A" to Bill of Sale



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Parkland Preserve Phase 3A & 4A
Contractor:	Jr. Davis Construction Company
Developer:	NGMB Properties

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
4" PVC DR 18	LF	2,062	\$ 8.96	\$ 18,476
6" PVC DR 18	LF	5,794	\$ 11.25	\$ 65,183
8" PVC DR 18	LF	245	\$ 15.77	\$ 3,864
Water Valves (Size and Type)				
6" WM Gate Valve	Ea	14	\$ 2,500.00	\$ 35,000
8" WM Gate Valve	Ea	1	\$ 1,600.00	\$ 1,600
Fittings and Restaints	Ea	1	\$ 3,000.00	\$ 3,000
Hydrants Assembly (Size and Type)				
6" Fire Hydrant Assembly	Ea	9	\$ 3,600.00	\$ 32,400
Flushing Hydrant	Ea	5	\$ 2,571.00	\$ 12,855
Services (Size and Type)				
Single (1" CTS Endopure 250PSI)	Ea	127	\$ 558.00	\$ 70,866
Double (1" CTS Endopure 250PSI)	Ea	32	\$ 672.00	\$ 21,504
Clean Pressure Test & Chlorinate	Ea	1	\$ 19,981.00	\$ 19,981
Potable water and Sanitary As builts	Ea	1	\$ 2,950.00	\$ 2,950
				\$ -
Total Water System Cost				\$ 287,679.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Parkland Preserve Phase 3A & 4A
 Contractor: Jr. Davis Construction Company
 Developer: NGMB Properties

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
Connect to existing	Ea	1	\$ 6,000.00	\$ 6,000.00
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 35 (0-6' cut)	LF	2252	\$ 16.23	\$ 36,549.96
8" SDR 35 (6-8' Cut)	LF	2503	\$ 25.15	\$ 62,950.45
8" SDR 35 (8-10' Cut)	LF	1351	\$ 23.88	\$ 32,261.88
8" SDR 35 (10-12' Cut)	LF	809	\$ 32.84	\$ 26,567.56
Laterals (Size and Type)				
6" SDR 35 Single Service	EA	197	\$ 812.77	\$ 160,115.69
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
0-6 foot deep Type A	EA	11	\$ 5,435.00	\$ 59,785.00
6-8 foot deep Type A	EA	14	\$ 6,500.00	\$ 91,000.00
8-10 foot deep Type A	EA	7	\$ 7,800.00	\$ 54,600.00
10-12 foot deep Type A	EA	7	\$ 8,900.00	\$ 62,300.00
Lift Station				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Sewer System Cost			\$	592,130.54



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$879,809.54 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 4/23/2021 to NGMB Properties, LLC. to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR
PARKLAND PRESERVE PHASE 3A&4A”

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 30th of MAY, 2021

WITNESS:

[Handwritten Signature]

Witness Signature

[Handwritten Name]

Print Witness Name

OWNER:

[Handwritten Signature]

Lienor's Signature

Jr. Davis Construction Company, Inc.

Print Lienor's Name

STATE OF FLORIDA

COUNTY OF COCOA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of MAY, 2021, by [Handwritten Name] as [Handwritten Title] for [Handwritten Address].

[Handwritten Signature]
Notary Public
My Commission Expires: 3/31/24

Personally Known or Produced Identification
Type of Identification Produced

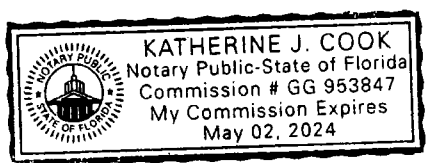


Exhibit "A" to Final Release of Lien



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Parkland Preserve Phase 3A & 4A
Contractor:	Jr. Davis Construction Company
Developer:	NGMB Properties

	UNIT	QUANTITY	UNIT COST	TOTAL COST
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Clean Pressure Test & Chlorinate	Ea	1	\$ 19,981.00	\$ 19,981
Potable water and Sanitary As built	Ea	1	\$ 2,950.00	\$ 2,950
				\$ -
Total Water System Cost				\$ 287,679.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Parkland Preserve Phase 3A & 4A
 Contractor: Jr. Davis Construction Company
 Developer: NGMB Properties

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
Connect to existing	Ea	1	\$ 6,000.00	\$ 6,000.00
	Ea		\$ -	\$ -
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8-10 foot deep Type A	EA	7	\$ 7,800.00	\$ 54,600.00
10-12 foot deep Type A	EA	7	\$ 8,900.00	\$ 62,300.00
Lift Station				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Sewer System Cost			\$ -	\$ 592,130.54



**WARRANTY
UTILITY IMPROVEMENTS**

Date: 4/23/2021
Project Title: Parkland Preserve Phase 3A&4A
St. Johns County, Florida

FROM: Jr. Davis Construction
210 Hangar Road
Kissimmee, FL 34741

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

Jr. Davis Construction Company, Inc.
Print Contractor's Name

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3RD day of MAY, 2021, by JAMES B. DAVIS, JR. as PRESIDENT for JR DAVIS CONSTRUCTION CO, INC.


Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced





Exhibit "E" to Resolution

St. Johns County Board of County Commissioners

Utility Department

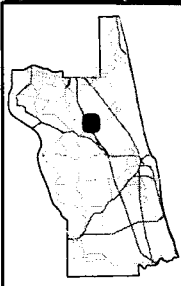
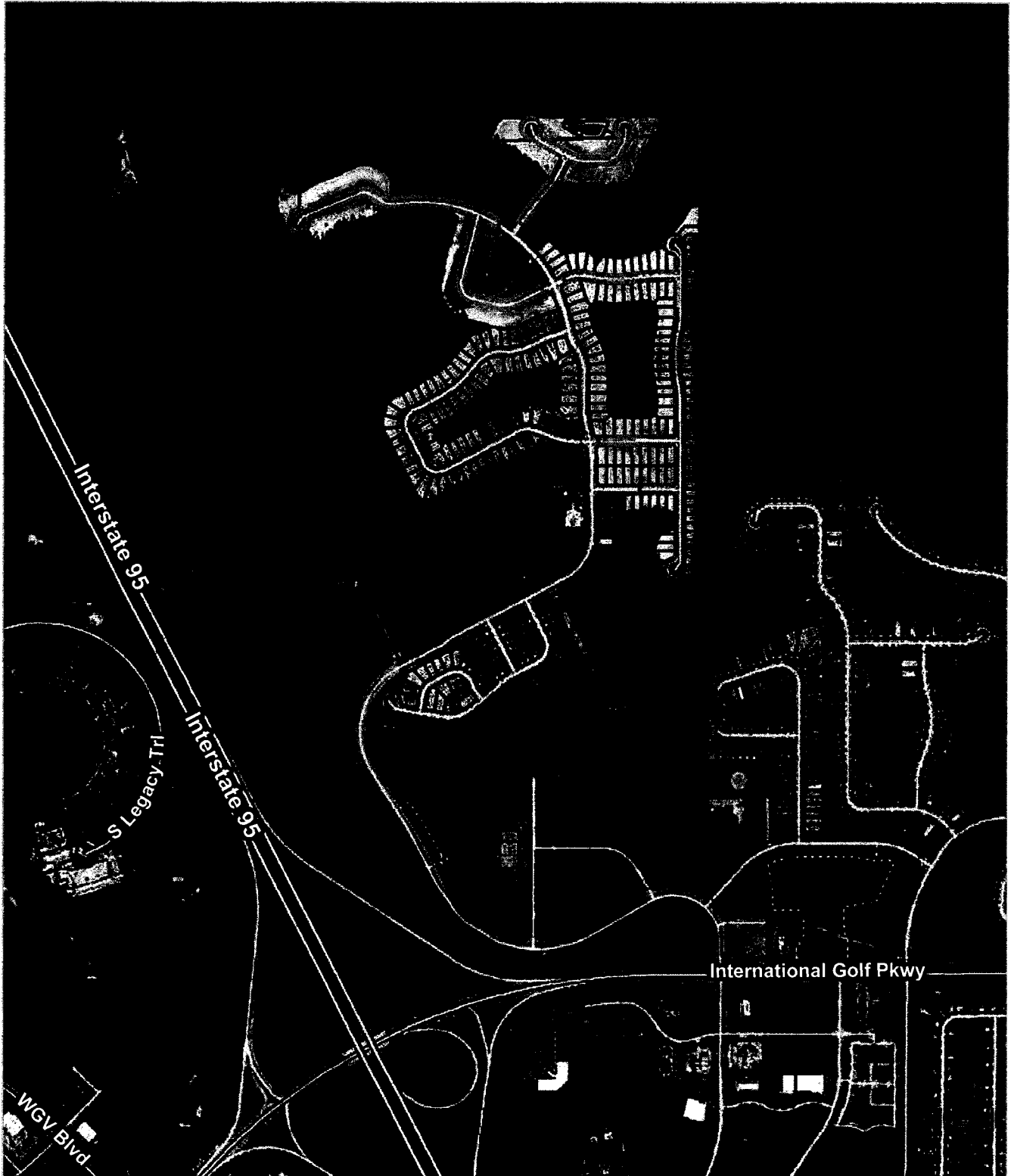
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Parkland Preserve Phase 3A-4A
DATE: February 23, 2022

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 Parkland Preserve Phase 3A-4A.

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.



2021 Aerial Imagery

0 200 400 800
Feet

Date: 3/22/2022

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

Parkland Preserve
Phase 3A-4A

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.

