

RESOLUTION NO. 2023- 117

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, FINAL RELEASE OF LIEN, WARRANTY AND BILL OF SALE AND SCHEDULE OF VALUES ASSOCIATED WITH THE WATER, SEWER, SEWER FORCE MAINS AND REUSE SYSTEMS TO SERVE BEACON LAKE PHASE 3B LOCATED OFF COUNTY ROAD 210 W.**

**RECITALS**

**WHEREAS**, Meadow View at Twin Creeks CDD has executed and presented to the County an Easement associated with the water, sewer, sewer force mains and reuse systems to serve Beacon Lake Phase 3B located off County Road 210 W, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, Heartwood 23, 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 Beacon Lake Phase 3B, 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 Beacon Lake 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 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.

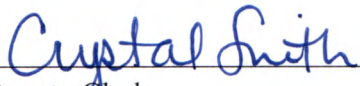
PASSED AND ADOPTED this 18<sup>th</sup> day of April, 2023.

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

By: \_\_\_\_\_

  
Christian Whitehurst, Chair

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

  
Deputy Clerk

**Rendition Date** APR 18 2023



Exhibit "A" to Resolution

This Instrument prepared by:

Meadow View at Twin Creeks CDD  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
Augustine, Florida 32092

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 1st day of December, 2022 by Meadow View at Twin Creeks CDD, with an address of care of Governmental Management Services, LLC, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092, 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 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) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) 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.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the utility system.

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:

Marcy McBride  
Witness

Marcy McBride  
Print Name

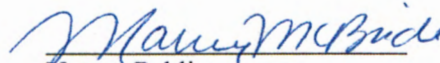
Eugeny Munkov  
Witness

Eugeny Munkov  
Print Name

[Signature]  
By: \_\_\_\_\_  
Its: VICE-CHAIR

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1<sup>st</sup> day of December, 2022, by Blaz Kovacic as Vice-Chair for Meadow View at Twin Creeks CDD.

  
Notary Public  
My Commission Expires: 2-27-23

Personally Known or Produced Identification  
Type of Identification Produced



EXHIBIT "A"

TRACT 3B-4

AND ALL ROAD RIGHT OF WAYS

AS RECORDED IN

PLAT BOOK 113 PAGES 7 – 24

ST. JOHNS COUNTY, FLORIDA

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

**PROJECT:** Beacon Lake Phase 3B - Water and Sewer Only

Heartwood 23, LLC - 201 East Olas Boulevard, Suite 1900 Fort Lauderdale, Florida 33301

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 20<sup>th</sup> of September, 2022.

**WITNESS:**

Marcy McBride  
Witness Signature

Marcy McBride  
Witness Print Name

**OWNER:**

[Signature]  
Owner Signature

Bruce J. Parker  
Owner Print Name

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization, this 20<sup>th</sup> day of September, 2022, by

Bruce J. Parker as VP for Heartwood 23, LLC.

Marcy McBride  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

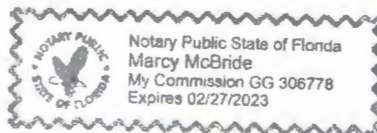




Exhibit "A" to Bill of Sale

ST. JOHNS COUNTY UTILITY DEPARTMENT				
ASSET MANAGEMENT				
SCHEDULE OF VALUES - WATER				
Project Name:	Beacon Lakes 3B			
Contractor:	W. Gardner, LLC			
Developer:	BBX Capital			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
12" DR18	LF	821	\$ 68.89	\$ 56,558.69
10" DR11	LF	88	\$ 93.99	\$ 8,271.12
8" DR18	LF	5117	\$ 33.46	\$ 171,214.82
6" DR18	LF	203	\$ 29.57	\$ 6,002.71
6" DR11	LF	26	\$ 88.66	\$ 2,305.16
4" DR18	LF	923	\$ 23.04	\$ 21,265.92
2" Poly	LF	476	\$ 12.23	\$ 5,821.48
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
12" Gate Valve	Ea	1	\$ 7,684.63	\$ 7,684.63
8" Gate Valve	Ea	9	\$ 3,240.33	\$ 29,162.97
6" Gate Valve	Ea	1	\$ 1,864.46	\$ 1,864.46
4" Gate Valve	Ea	2	\$ 1,493.32	\$ 2,986.64
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
Fire Hydrant	Ea	10	\$ 5,340.03	\$ 53,400.30
Flushing Hydrant	Ea	3	\$ 1,194.57	\$ 3,583.71
	Ea		\$ -	\$ -
<b>Sevices (Size and Type)</b>				
1" Double	Ea	33	\$ 1,070.74	\$ 35,334.42
1" Single	Ea	134	\$ 779.19	\$ 104,411.46
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 509,868.49</b>

**ST. JOHNS COUNTY UTILITY DEPARTMENT  
ASSET MANAGEMENT  
SCHEDULE OF VALUES - SEWER**

Project Name: Beacon Lakes 3B  
 Contractor: W. Gardner, LLC  
 Developer: BBX Capital

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" FM DR18	LF	591	\$ 23.06	\$ 13,628.46
	LF			\$ -
	LF			\$ -
	LF			\$ -
	LF			\$ -
	LF			\$ -
	LF			\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
4" Gate Valve	Ea	1	\$ 1,508.30	\$ 1,508.30
	Ea			\$ -
	Ea			\$ -
	Ea			\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
10" DR26	LF	338	\$ 45.40	\$ 15,345.20
8" DR26	LF	5980	\$ 35.10	\$ 209,898.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" DR26/DR18	EA	200	\$ 1,134.12	\$ 226,824.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
Receiving Manhole 14'-16' deep	EA	1	\$ 12,171.09	\$ 12,171.09
Lined Manhole Type A 4'-6' deep	EA	5	\$ 7,251.72	\$ 36,258.60
Lined Manhole Type A 6-8' deep	EA	1	\$ 7,251.72	\$ 7,251.72
Lined Manhole Type A 8-10' deep	EA	1	\$ 7,251.72	\$ 7,251.72
Lined Manhole Type A 12-14' deep	EA	2	\$ 7,251.72	\$ 14,503.44
Lined Manhole Type A 14-16' deep	EA	1	\$ 7,251.72	\$ 7,251.72
Type A Manhole 4-6' deep	EA	6	\$ 3,912.12	\$ 23,472.72
Type A Manhole 6-8' deep	EA	9	\$ 3,912.12	\$ 35,209.08
Type A Manhole 8-10' deep	EA	8	\$ 3,912.12	\$ 31,296.96
Type A Manhole 10-12' deep	EA	5	\$ 3,912.12	\$ 19,560.60
Type A Manhole 12-14' deep	EA	3	\$ 3,912.12	\$ 11,736.36
Type A Manhole 14-16' deep	EA	1	\$ 3,912.12	\$ 3,912.12
			\$ -	\$ -
<b>Lift Station</b>				
Concrete Wet Well	Lump Sum	1	\$ 63,099.88	\$ 63,099.88
Mechanical Equipment	Lump Sum	1	\$ 132,207.12	\$ 132,207.12
Process Piping	Lump Sum	1	\$ 28,570.62	\$ 28,570.62
Process Structure	Lump Sum	1	\$ 30,445.08	\$ 30,445.08
Process Electrical Equipment	Lump Sum	1	\$ 36,185.35	\$ 36,185.35
Other Improvements	Lump Sum		\$ -	\$ -
			<b>Total Sewer System Cost</b>	<b>\$ 967,588.14</b>

March 2022



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

The undersigned lienor, in consideration of the sum  
\$1,477,456.63

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

September 6, 2022 to Meadow View at Twin Creeks CDD  
Date Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR  
Beacon Lake - Phase 3B - Water and Sewer Only  
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 11<sup>th</sup> day of October, 2022.

WITNESS:  
  
Witness Signature  
Judson Cutts  
Print Witness Name

OWNER:  
  
Lienor's Signature  
ELLIOT JONES  
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 11<sup>th</sup> day of October, 2022, by  
Elliot Jones as President for  
W. Gardner, LLC

Notary Public  
My Commission Expires: 7/22/2025

Personally Known or Produced Identification  
Type of Identification Produced



Exhibit "A" to Final Release of Lien

<b>ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - WATER</b>				
Project Name:		Beacon Lakes 3B		
Contractor:		W. Gardner, LLC		
Developer:		BBX Capital		
	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
12" DR18	LF	821	\$ 68.89	\$ 56,558.69
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8" DR18	LF	5117	\$ 33.46	\$ 171,214.82
6" DR18	LF	203	\$ 29.57	\$ 6,002.71
6" DR11	LF	26	\$ 88.66	\$ 2,305.16
4" DR18	LF	923	\$ 23.04	\$ 21,265.92
2" Poly	LF	476	\$ 12.23	\$ 5,821.48
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
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6" Gate Valve	Ea	1	\$ 1,864.46	\$ 1,864.46
4" Gate Valve	Ea	2	\$ 1,493.32	\$ 2,986.64
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
Fire Hydrant	Ea	10	\$ 5,340.03	\$ 53,400.30
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<b>Sevices (Size and Type)</b>				
1" Double	Ea	33	\$ 1,070.74	\$ 35,334.42
1" Single	Ea	134	\$ 779.19	\$ 104,411.46
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 509,868.49</b>

**ST. JOHNS COUNTY UTILITY DEPARTMENT  
ASSET MANAGEMENT  
SCHEDULE OF VALUES - SEWER**

Project Name: Beacon Lakes 3B  
 Contractor: W. Gardner, LLC  
 Developer: BBX Capital

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" FM DR18	LF	591	\$ 23.06	\$ 13,628.46
	LF			\$ -
	LF			\$ -
	LF			\$ -
	LF			\$ -
	LF			\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
4" Gate Valve	Ea	1	\$ 1,508.30	\$ 1,508.30
	Ea			\$ -
	Ea			\$ -
	Ea			\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
10" DR26	LF	338	\$ 45.40	\$ 15,345.20
8" DR26	LF	5980	\$ 35.10	\$ 209,898.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" DR26/DR18	EA	200	\$ 1,134.12	\$ 226,824.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
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Lined Manhole Type A 6-8' deep	EA	1	\$ 7,251.72	\$ 7,251.72
Lined Manhole Type A 8-10' deep	EA	1	\$ 7,251.72	\$ 7,251.72
Lined Manhole Type A 12-14' deep	EA	2	\$ 7,251.72	\$ 14,503.44
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Type A Manhole 14-16' deep	EA	1	\$ 3,912.12	\$ 3,912.12
			\$ -	\$ -
<b>Lift Station</b>				
Concrete Wet Well	Lump Sum	1	\$ 63,099.88	\$ 63,099.88
Mechanical Equipment	Lump Sum	1	\$ 132,207.12	\$ 132,207.12
Process Piping	Lump Sum	1	\$ 28,570.62	\$ 28,570.62
Process Structure	Lump Sum	1	\$ 30,445.08	\$ 30,445.08
Process Electrical Equipment	Lump Sum	1	\$ 36,185.35	\$ 36,185.35
Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 967,588.14</b>

March 2022

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

Date: 10/7/2022  
Project Title: Beacon Lakes 3B  
FROM: W. Gardner, LLC  
Contractor's Name  
Address: 4920 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:

Thomas F. Unger  
Print Contractor's Name

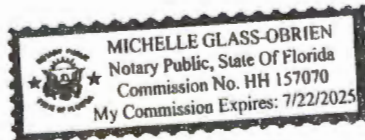
[Signature]  
Contractor's Signature

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ on-line notarization, this 7<sup>th</sup> day of October, 2022, by Thomas Unger as Executive Vice President for W. Gardner, LLC.

Michelle Glass-O'Brien  
Notary Public  
My Commission Expires: 7/22/2025

Personally Known or Produced Identification  
Type of Identification Produced





**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:** Beacon Lakes Phase 3B  
**DATE:** February 16, 2023

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 Beacon 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.

2021 Aerial Imagery

Date: 3/17/2023

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

Beacon Lake Phase 3B

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.

