

RESOLUTION NO. 2023- 315

**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 ASSOCIATED WITH THE WATER, SEWER AND SEWER FORCE MAINS SYSTEMS TO SERVE TRAILMARK EAST PARCEL PHASE 2 UNIT A LOCATED OFF PACETTI ROAD.**

**RECITALS**

**WHEREAS**, Six Mile Creek Investment Group, LLC, a limited liability company, has executed and presented to the County an Easement for Utilities associated with the water, sewer and sewer force mains systems to serve Trailmark East Parcel Phase 2 Unit A located off Pacetti Road, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

**WHEREAS**, Six Mile Creek 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 Trailmark East Parcel Phase 2 Unit A, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

**WHEREAS**, Besch and Smith Civil Group, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Trailmark East Parcel Phase 2 Unit A, 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.

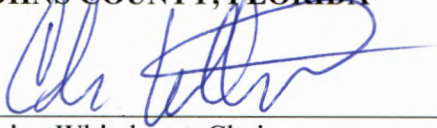
Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

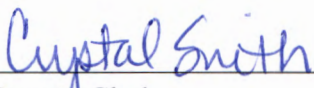
PASSED AND ADOPTED this 5<sup>th</sup> day of September, 2023.

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

Rendition Date SEP 06 2023

By:   
Christian Whitehurst, Chair

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

  
Deputy Clerk



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by Six Mile Creek Investment Group, with an address of  
7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, 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 & sewer force  
mains 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.

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:

[Signature]  
Witness

Joe Cornelison  
Print Name

[Signature]  
Witness

GREGG KEAN  
Print Name

By: [Signature]  
Its: VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25th day of April, 2023, by Laura O'Reilly as vice president for Six Mile Creek Investment Group

[Signature]  
Notary Public  
My Commission Expires: 05/12/2025

Personally Known or Produced Identification  
Type of Identification Produced



EXHIBIT "A" to the Easement

EASEMENT AREA

Being those private rights of ways depicted as AMBERWOOD DRIVE, SUNDANCE DRIVE, BLACKBIRD LANE and BEES KNEES WAY as recorded per the attached Plat being Map Book 116, Pages 18 through 26, recorded in the Public Records of St. Johns County, Florida.

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

PROJECT: Trailmark - East Parcel Phase 2A

Six Mile Creek CDD - 7808 Baymeadows Road East Suite 205 Jacksonville, FL 32256

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 29 of November, 2022.

WITNESS:

[Signature]

Witness Signature

Paul Hutchinson

Witness Print Name

OWNER:

[Signature]

Owner Signature

Gregg Kern

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 29<sup>th</sup> day of November, 2022, by

Gregg Kern as Owner for Six Mile Creek CDD.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

GLORIA J. STEPHENS  
Notary Public, State of Florida  
My Comm. Expires 09/25/2025  
Commission No. HH151695



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

Project Name: TRAILMARK EAST PARCEL 2A  
 Contractor: BESCH AND SMITH CIVIL GROUP INC  
 Developer: SIX MILE CREEK CDD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
2" POLY	LF	145	\$ 9.54	\$ 1,383.30
4" DR 18	LF	119	\$ 25.22	\$ 3,001.18
8" DR 18	LF	3464	\$ 57.73	\$ 199,976.72
12" DR 18	LF	132	\$ 83.01	\$ 10,957.32
10" DR 11	LF	84	\$ 107.15	\$ 9,000.60
16" DR 11	LF	34	\$ 762.42	\$ 25,922.28
<b>Water Valves (Size and Type)</b>				
8" GATE VALVE	Ea	11	\$ 2,232.48	\$ 24,557.28
6" GATE VALVE	Ea	7	\$ 1,688.56	\$ 11,819.92
16" GATE VALVE	Ea	1	\$ 8,730.31	\$ 8,730.31
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
6" FIRE HYDRANT	Ea	7	\$ 3,600.41	\$ 25,202.87
2" FLUSHING	Ea	3	\$ 1,129.99	\$ 3,389.97
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
1" SINGLE SHORT	Ea	61	\$ 722.21	\$ 44,054.81
1" SINGLE LONG	Ea	11	\$ 1,115.47	\$ 12,270.17
1" DOUBLE LONG	Ea	18	\$ 1,626.38	\$ 29,274.84
			\$ -	\$ -
			<b>Total Water System Cost</b>	<b>\$ 409,541.57</b>





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

Project Name: TRAILMARK EAST PARCEL 2A  
 Contractor: BESCH AND SMITH CIVIL GROUP INC  
 Developer: SIX MILE CREEK CDD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" DR 11 HDPE	LF	1761.1	\$ 28.15	\$ 49,574.97
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
4" GATE VALVE	Ea	3	\$ 1,582.49	\$ 4,747.47
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" DR 26 PVC	LF	3452.7	\$ 41.64	\$ 143,770.43
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" DR 26 PVC	EA	108	\$ 1,646.46	\$ 177,817.68
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA	2	\$ 6,660.23	\$ 13,320.46
6-8 foot deep	EA	6	\$ 6,311.73	\$ 37,870.38
8-10 foot deep	EA	4	\$ 6,158.29	\$ 24,633.16
10-12 foot deep	EA	1	\$ 8,132.23	\$ 8,132.23
> 12 foot deep	EA	3	\$ 11,074.05	\$ 33,222.15
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<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>\$ 493,088.92</b>



ST. JOHNS COUNTY UTILITY DEPARTMENT  
2A - CLOSEOUT - RELEASE OF LIEN  
UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum

\$902,630.49

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

05/18/2023 to Six Mile Creek CDD  
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

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 18<sup>th</sup> day of May, 2023

WITNESS:

[Signature]  
Witness Signature

HERBERT W. BLANTON JR.  
Print Witness Name

CONTRACTOR:

[Signature]  
Lienor's Signature

Nicole Besch  
Print Lienor'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 18<sup>th</sup> day of May, 2023, by Nicole Besch as President for Besch and Smith Civil Group, Inc.

[Signature]  
Notary Public

My Commission Expires:

TYLER JAMES RODEN  
NOTARY PUBLIC  
STATE OF FLORIDA  
NO. HH319586  
MY COMMISSION EXPIRES OCT. 06, 2026

Personally Known or Produced Identification Type of Identification Produced



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

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 Contractor: BESCH AND SMITH CIVIL GROUP INC  
 Developer: SIX MILE CREEK CDD

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

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 Contractor: BESCH AND SMITH CIVIL GROUP INC  
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			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<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>\$ 493,088.92</b>

Exhibit "D" to the Resolution  
ST. JOHNS COUNTY UTILITY DEPARTMENT  
3E - CLOSEOUT - WARRANTY

Date: November 9 2022  
Project Title: Trailmark East Parcel 2A  
FROM: Besch and Smith Civil Group Inc  
Contractor's Name  
Address: 345 Cumberland Industrial Ct  
St Augustine, FL 32095

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:**

Nicole Besch  
Print Contractor's Name

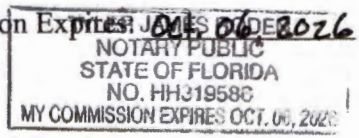
*Nicole Besch*  
Contractor's Signature

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ on-line notarization, this 22<sup>nd</sup> day of November, 20 22, by Nicole Besch as President for Besch and Smith Civil Group, Inc.

*[Signature]*  
Notary Public  
My Commission Expires 01/06/2026

Personally Known or Produced Identification  
Type of Identification Produced





**ST. JOHNS COUNTY  
UTILITIES**

1205 State Road 16  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Debbie Taylor, Real Estate Manager  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**DATE:** Trailmark East Parcel 2A (ASBULT 2023000072)  
**SUBJECT:** July 13, 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 Trailmark East Parcel 2A.

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: 8/7/2023

Easement for Utilities,  
 Final Release of Lien,  
 Bill of Sale and Warranty  
  
 Trailmark East Parcel  
 Phase 2 Unit A

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.

