

RESOLUTION NO. 2024-159

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES, TWO BILLS OF SALE, TWO FINAL RELEASES OF LIEN AND TWO WARRANTIES ASSOCIATED WITH THE WATER, SEWER AND REUSE SYSTEMS TO SERVE BEACON LAKE PHASES 4A AND 4B LOCATED OFF COUNTY ROAD 210.

RECITALS

WHEREAS, Meadow View at Twin Creeks Community Development District has executed and presented to the County two Easements for Utilities associated with the water, sewer, and reuse systems to serve Beacon Lake Phases 4A and 4B, attached hereto as Exhibits “A” and “B”, 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 two Bills of Sale with Schedules of Values conveying all personal property associated with the water, sewer, and reuse systems to serve Beacon Lake Phases 4A and 4B, attached hereto as Exhibit “C” and “D”, 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 two Final Releases of Lien and two Warranties for work performed at Beacon Lake Phase 4A and 4B, attached hereto as Exhibits “E” and “F” and “G” and “H”, 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 “I” 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 Easements for Utilities, Bills of Sale, Final Releases of Lien and Warranties, 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.

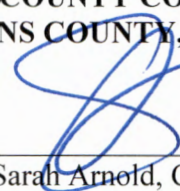
Section 4. The Clerk of the Circuit Court is instructed to record the original Easements for Utilities and Final Releases of Lien and file the Warranties and Bills of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 16th day of April, 2024.

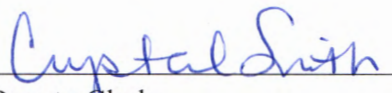
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date APR 17 2024

By: _____


Sarah Arnold, Chair

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


Deputy Clerk

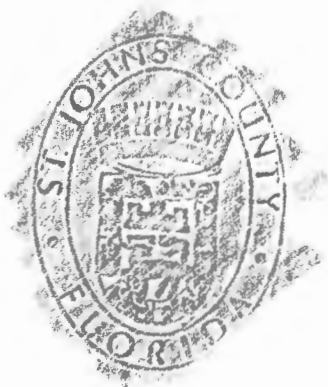


Exhibit "A" to the Resolution

This Instrument prepared by:

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30th day of January, 2024, 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 water distribution system, sewer force mains and reuse 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) 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:

By: _____
Its: CHAIRMAN

Marcy McBride
Witness

Marcy McBride
Print Name

201 E. Las Olas Blvd #1900
Ft Lauderdale, FL 33301
Witness Address REQUIRED BUSINESS OR PERSONAL

Witness
Evgeny Munkov
Print Name

201 E. Las Olas Blvd #1900
Ft Lauderdale, FL 33301
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of January, 2024, by Blaz Kovacic as Chairman for Meadow View at Twin Creeks CDD

Marcy McBride
Notary Public
My Commission Expires: _____



Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT "A" to the Easement

ALL ROAD RIGHT OF WAYS

AS RECORDED IN BEACON LAKE PHASE 4A

PLAT BOOK 119 PAGES 55 – 60

ST. JOHNS COUNTY, FLORIDA

This Instrument prepared by:

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 5th day of Oct 2023 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

Evgeny Munkov
Witness
Evgeny Munkov
Print Name

Blaz Kovacic
By: BLAZ KOVACIC
Its: CHAIRMAN

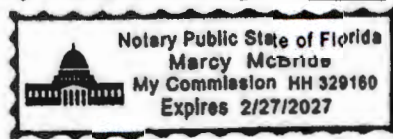
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of October, 2023, by Blaz Kovacic as Chairman for Meadow View at Twin Creeks CDD.

Marcy McBride

Notary Public

My Commission Expires: _____



Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT "A" to the Easement

ALL ROAD RIGHT OF WAYS

AND TRACT 4B-7

AS RECORDED IN BEACON LAKE PHASE 4B

PLAT BOOK 119 PAGES 82-94

ST. JOHNS COUNTY, FLORIDA

Exhibit "C" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT
3F - CLOSEOUT - BILL OF SALE

PROJECT: BEACON LAKE PHASE 4A

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 5th of September, 2023.

WITNESS:

Marcy McBride
Witness Signature

Marcy McBride
Witness Print Name

OWNER:

Blaz Kovacic
Owner Signature

Blaz Kovacic
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 5th day of September, 2023, by Blaz Kovacic as VP for Heartwood 23, LLC.

Marcy McBride
Notary Public
My Commission Expires: 2.27.27

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name:	Beacon Lake Phase 4A
Contractor:	W. Gardener, LLC
Developer:	Heartwood 23, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF			\$ -
	LF		\$ -	\$ -
10" DR18	LF	1103	\$ 20.96	\$ 23,118.88
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
10" Gate Valve	Ea	1	\$ 2,243.83	\$ 2,243.83
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant	Ea	1	\$ 3,262.99	\$ 3,262.99
Flushing Hydrant	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost			\$	28,625.70

ST. JOHNS COUNTY UTILITY DEPARTMENT

ASSET MANAGEMENT

SCHEDULE OF VALUES - SEWER

Project Name:	Beacon Lake Phase 4A
Contractor:	W. Gardener, LLC
Developer:	Heartwood 23, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
6" DR25	LF	1103	\$ 14.71	\$ 16,225.13
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
6" Valve	Ea	1	\$ 1,072.56	\$ 1,072.56
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 17,297.69

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

Project Name:	Beacon Lake Phase 4A
Contractor:	W. Gardener, LLC
Developer:	Heartwood 23, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
10" DR18	LF	1101	\$ 24.63	\$ 27,117.63
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
10" Gate Valve	Ea	1	\$ 2,714.52	\$ 2,714.52
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost			\$	29,832.15

Exhibit "D" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT
3F - CLOSEOUT - BILL OF SALE

PROJECT: BEACON LAKE PHASE 4B

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 5th of September, 2023.

WITNESS:

Marcy McBride
Witness Signature

Marcy McBride
Witness Print Name

OWNER:

Blaz Kovacic
Owner Signature

Blaz Kovacic
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 5th day of September, 2023, by

Blaz Kovacic as VP for
Heartwood 23, LLC

Marcy McBride
Notary Public
My Commission Expires: 2.27.27

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name:	Beacon Lake Phase 4B			
Contractor:	W. Gardener, LLC			
Developer:	Heartwood 23, LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
12" DR11	LF	29	\$ 98.43	\$ 2,854.47
10" DR11	LF	37	\$ 58.50	\$ 2,164.50
10" DR18	LF	1065	\$ 23.59	\$ 25,123.35
8" DR18	LF	2845	\$ 19.05	\$ 54,197.25
4" DR18	LF	185	\$ 13.47	\$ 2,491.95
2" Poly	LF	105	\$ 11.59	\$ 1,216.95
Water Valves (Size and Type)				
10" Gate Valve	Ea	2	\$ 2,528.71	\$ 5,057.42
8" Gate Valve	Ea	6	\$ 1,674.40	\$ 10,046.40
4" Gate Valve	Ea	1	\$ 860.73	\$ 860.73
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant	Ea	7	\$ 3,195.70	\$ 22,369.90
Flushing Hydrant	Ea	3	\$ 793.68	\$ 2,381.04
	Ea		\$ -	\$ -
Sevices (Size and Type)				
1" Double	Ea	23	\$ 1,074.89	\$ 24,722.47
1" Single	Ea	76	\$ 708.07	\$ 53,813.32
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 207,299.75

ST. JOHNS COUNTY UTILITY DEPARTMENT

ASSET MANAGEMENT

SCHEDULE OF VALUES - SEWER

Project Name:	Beacon Lake Phase 4B
Contractor:	W. Gardener, LLC
Developer:	Heartwood 23, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
6" DR25	LF	1440	\$ 14.26	\$ 20,534.40
8" DR11	LF	36	\$ 44.62	\$ 1,606.32
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
6" Valve	Ea	3	\$ 852.30	\$ 2,556.90
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
10" DR26	LF	71	\$ 77.66	\$ 5,513.86
10" DR18	LF	20	\$ 76.95	\$ 1,539.00
8" DR26	LF	3939	\$ 58.59	\$ 230,786.01
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" Services	EA	130	\$ 849.65	\$ 110,454.50
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
6-8 foot deep	EA	5	\$ 6,186.79	\$ 30,933.95
8-10 foot deep	EA	4	\$ 6,186.79	\$ 24,747.16
10-12 foot deep	EA	6	\$ 6,186.79	\$ 37,120.74
> 12 foot deep	EA	3	\$ 6,186.79	\$ 18,560.37
Lined Manhole A 4-6' deep	EA	1	\$ 7,064.64	\$ 7,064.64
Lined Manhole A 8-10' deep	EA	2	\$ 7,064.64	\$ 14,129.28
Lined Manhole A > 12' deep	EA	2	\$ 7,064.64	\$ 14,129.28
Receiving Manhole 16-18' deep	EA	1	\$ 12,396.59	\$ 12,396.59
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 114,921.07	\$ 114,921.07
Process Piping	Lump Sum	1	\$ 142,308.26	\$ 142,308.26
Process Structure	Lump Sum	1	\$ 28,654.00	\$ 28,654.00
Process Electrical Equipment	Lump Sum	1	\$ 73,453.12	\$ 73,453.12
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 891,409.45

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

Project Name:	Beacon Lake Phase 4B
Contractor:	W. Gardener, LLC
Developer:	Heartwood 23, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
10" DR11	LF	220	\$ 55.57	\$ 12,225.40
10" DR18	LF	180	\$ 28.31	\$ 5,095.80
8" DR18	LF	3505	\$ 18.94	\$ 66,384.70
4" DR18	LF	114	\$ 13.89	\$ 1,583.46
2" Poly	LF	104	\$ 12.25	\$ 1,274.00
Reuse Valves (Size and Type)				
8" Gate Valve	Ea	8	\$ 1,637.73	\$ 13,101.84
4" Gate Valve	Ea	1	\$ 891.86	\$ 891.86
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
1" Double	Ea	31	\$ 1,023.29	\$ 31,721.99
1" Single	Ea	63	\$ 708.44	\$ 44,631.72
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ 176,910.77



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

The undersigned lienor, in consideration of the sum **\$75,755.54**

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

10/17/2023 to Heartwood 23, LLC
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR **BEACON LAKE PHASE 4A**

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 day of October, 2023.

WITNESS:
[Signature]
Witness Signature
Judson Curtis
Print Witness Name

CONTRACTOR:
[Signature]
Lienor's Signature
Tom Unger
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 19 day of October, 2023, by Tom Unger as E.V.P. for W. Gardner, LLC

[Signature]
Notary Public
My Commission Expires: 6/17/24

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name:	Beacon Lake Phase 4A
Contractor:	W. Gardener, LLC
Developer:	Heartwood 23, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF			\$ -
	LF		\$ -	\$ -
10" DR18	LF	1103	\$ 20.96	\$ 23,118.88
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
10" Gate Valve	Ea	1	\$ 2,243.83	\$ 2,243.83
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant	Ea	1	\$ 3,262.99	\$ 3,262.99
Flushing Hydrant	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Water System Cost			\$	28,625.70

ST. JOHNS COUNTY UTILITY DEPARTMENT

ASSET MANAGEMENT

SCHEDULE OF VALUES - SEWER

Project Name:	Beacon Lake Phase 4A			
Contractor:	W. Gardener, LLC			
Developer:	Heartwood 23, LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
6" DR25	LF	1103	\$ 14.71	\$ 16,225.13
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
6" Valve	Ea	1	\$ 1,072.56	\$ 1,072.56
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 17,297.69

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

Project Name:	Beacon Lake Phase 4A
Contractor:	W. Gardener, LLC
Developer:	Heartwood 23, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
10" DR18	LF	1101	\$ 24.63	\$ 27,117.63
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
10" Gate Valve	Ea	1	\$ 2,714.52	\$ 2,714.52
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost			\$	29,832.15



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

The undersigned lienor, in consideration of the sum \$1,275,619.97

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

10/17/2023 to Heartwood 23, LLC
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR BEACON LAKE PHASE 4B

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 day of October, 2023.

WITNESS:
Witness Signature
Print Witness Name

CONTRACTOR:
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 19 day of October, 2023, by Tom Unger as EVP for W. Gardner, LLC

Notary Public
My Commission Expires: 06/17/24

Personally Known or Produced Identification
Type of Identification Produced



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

Project Name:	Beacon Lake Phase 4B			
Contractor:	W. Gardener, LLC			
Developer:	Heartwood 23, LLC			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
12" DR11	LF	29	\$ 98.43	\$ 2,854.47
10" DR11	LF	37	\$ 58.50	\$ 2,164.50
10" DR18	LF	1065	\$ 23.59	\$ 25,123.35
8" DR18	LF	2845	\$ 19.05	\$ 54,197.25
4" DR18	LF	185	\$ 13.47	\$ 2,491.95
2" Poly	LF	105	\$ 11.59	\$ 1,216.95
Water Valves (Size and Type)				
10" Gate Valve	Ea	2	\$ 2,528.71	\$ 5,057.42
8" Gate Valve	Ea	6	\$ 1,674.40	\$ 10,046.40
4" Gate Valve	Ea	1	\$ 860.73	\$ 860.73
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant	Ea	7	\$ 3,195.70	\$ 22,369.90
Flushing Hydrant	Ea	3	\$ 793.68	\$ 2,381.04
	Ea		\$ -	\$ -
Sevices (Size and Type)				
1" Double	Ea	23	\$ 1,074.89	\$ 24,722.47
1" Single	Ea	76	\$ 708.07	\$ 53,813.32
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Water System Cost	\$ 207,299.75

ST. JOHNS COUNTY UTILITY DEPARTMENT

ASSET MANAGEMENT

SCHEDULE OF VALUES - SEWER

Project Name:	Beacon Lake Phase 4B
Contractor:	W. Gardener, LLC
Developer:	Heartwood 23, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
6" DR25	LF	1440	\$ 14.26	\$ 20,534.40
8" DR11	LF	36	\$ 44.62	\$ 1,606.32
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
6" Valve	Ea	3	\$ 852.30	\$ 2,556.90
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
10" DR26	LF	71	\$ 77.66	\$ 5,513.86
10" DR18	LF	20	\$ 76.95	\$ 1,539.00
8" DR26	LF	3939	\$ 58.59	\$ 230,786.01
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" Services	EA	130	\$ 849.65	\$ 110,454.50
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
6-8 foot deep	EA	5	\$ 6,186.79	\$ 30,933.95
8-10 foot deep	EA	4	\$ 6,186.79	\$ 24,747.16
10-12 foot deep	EA	6	\$ 6,186.79	\$ 37,120.74
> 12 foot deep	EA	3	\$ 6,186.79	\$ 18,560.37
Lined Manhole A 4-6' deep	EA	1	\$ 7,064.64	\$ 7,064.64
Lined Manhole A 8-10' deep	EA	2	\$ 7,064.64	\$ 14,129.28
Lined Manhole A > 12' deep	EA	2	\$ 7,064.64	\$ 14,129.28
Receiving Manhole 16-18' deep	EA	1	\$ 12,396.59	\$ 12,396.59
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 114,921.07	\$ 114,921.07
Process Piping	Lump Sum	1	\$ 142,308.26	\$ 142,308.26
Process Structure	Lump Sum	1	\$ 28,654.00	\$ 28,654.00
Process Electrical Equipment	Lump Sum	1	\$ 73,453.12	\$ 73,453.12
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 891,409.45

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

Project Name:	Beacon Lake Phase 4B
Contractor:	W. Gardener, LLC
Developer:	Heartwood 23, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
10" DR11	LF	220	\$ 55.57	\$ 12,225.40
10" DR18	LF	180	\$ 28.31	\$ 5,095.80
8" DR18	LF	3505	\$ 18.94	\$ 66,384.70
4" DR18	LF	114	\$ 13.89	\$ 1,583.46
2" Poly	LF	104	\$ 12.25	\$ 1,274.00
Reuse Valves (Size and Type)				
8" Gate Valve	Ea	8	\$ 1,637.73	\$ 13,101.84
4" Gate Valve	Ea	1	\$ 891.86	\$ 891.86
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
1" Double	Ea	31	\$ 1,023.29	\$ 31,721.99
1" Single	Ea	63	\$ 708.44	\$ 44,631.72
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			Total Reuse System Cost	\$ 176,910.77

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

Date: August 31, 2023
Project Title: Beacon Lake Phase 4A
FROM: W. Gardener, LLC
Contractor's Name
Address: 4929 Atlantic Boulevard
Jacksonville, Florida 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.

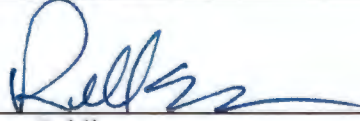
Contractor:

Elliot Jones
Print Contractor's Name

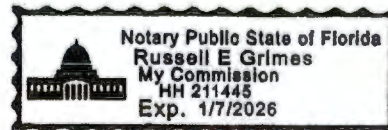

Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or _____ on-line notarization, this 30th day of August, 2023, by Elliot Jones as President for W. Gardner, LLC.


Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



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

Date: August 31, 2023
Project Title: Beacon Lake Phase 4B
FROM: W. Gardener, LLC
Contractor's Name
Address: 4929 Atlantic Boulevard
Jacksonville, Florida 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:

Elliot Jones

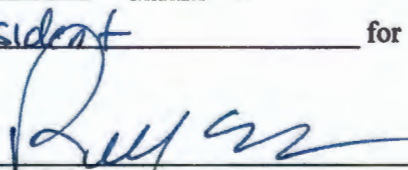
Print Contractor's Name



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 30th day of August, 2023, by Elliot Jones as President for W Gardener, LLC.



Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced





**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

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

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: March 5, 2024
SUBJECT: Beacon Lake Phases 4A and 4B (ASBULT2023000179)

Please present the Easements, 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 Lake Phases 4A and 4B.

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.



2023 Aerial Imagery
Date: 3/12/2024

**Beacon Lake
Phases 4A and 4B**

**2 Easements for Utilities,
2 Bills of Sale with Schedules
of Value, 2 Final Releases
of Lien, 2 Warranties**



**Land Management
Systems
(904) 209-1276**

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.