

RESOLUTION NO. 2024-67

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE WATER, SEWER AND SEWER FORCE MAINS SYSTEMS TO SERVE TRAILMARK EAST PARCEL – PHASE 2B LOCATED OFF PACETTI ROAD.

RECITALS

WHEREAS, Six Mile Creek Investment Group, LLC, a foreign 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 2B, 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, sewer and sewer force mains systems to serve Trailmark East Parcel - Phase 2B, 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 2B, 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 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 20th day of February, 2024.

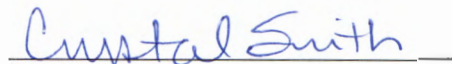
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____


Sarah Arnold, Chair

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

Rendition Date: FEB 20 2024


Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 13th day of JUNE, 2023 by Six Mile Creek Investment Group, LLC, a Delaware limited liability company, 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.

7807 Baymeadows Rd. E., Stc. 205
Jacksonville, FL 32256
WITNESS ADDRESS

Signed, sealed and delivered
In the presence of:

Six Mile Creek Investment Group, LLC,
a Delaware limited liability company

[Signature]
Witness

By: [Signature]
Liam O'Reilly, Vice President

Joe Cornelison
Print Name

7807 Baymeadows Rd. E., Stc. 205
Jacksonville, FL 32256
WITNESS ADDRESS

[Signature]
Witness

GREGG HERN
Print Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of June, 2023, by Liam O'Reilly, as Vice President of Six Mile Creek Investment Group, LLC, a Delaware limited liability company.

[Signature]
Notary Public
My Commission Expires: 2/20/2026

Personally Known or Produced Identification
Type of Identification Produced: _____

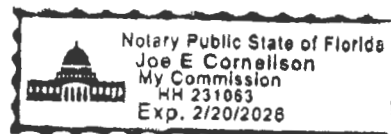


EXHIBIT "A" to the Easement

EASEMENT AREA

Being those private rights of ways depicted as APPLEJACK DRIVE and RUSTIC MILL DRIVE in TrailMark East Parcel – Phase 2 Unit C, according to the map or plat thereof, recorded in Map Book 116, Pages 35 through 40, inclusive, in the Public Records of St. Johns County, Florida.

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

PROJECT: Trailmark - East Parcel Phase 2B

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 _____ of _____, 20_____.

WITNESS:

Joe Cornelison
Witness Signature

Joe Cornelison
Witness Print Name

OWNER:

Gregg Kern
Owner Signature

Gregg Kern
Owner Print Name

STATE OF Florida
COUNTY OF Saint John's

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 17th day of April, 2023, by Gregg Kern as chairman for Six Mile Creek CDD.

Karine
Notary Public
My Commission Expires: 05/12/2025

Personally Known or Produced Identification
Type of Identification Produced





Exhibit "A" to the Bill of Sale
St. Johns County Utility Department

Asset Management
Schedule of Values

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

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
2" POLY	LF	159	\$ 9.44	\$ 1,500.96
4" DR 18	LF	65	\$ 27.70	\$ 1,800.50
6" DR 18	LF	33	\$ 65.44	\$ 2,159.52
8" DR 18	LF	1879	\$ 45.34	\$ 85,193.86
12" DR 18	LF	286	\$ 138.43	\$ 39,590.98
16" DR 11	LF	28	\$ 257.21	\$ 7,201.88
Water Valves (Size and Type)				
6" GATE VALVE	Ea	5	\$ 1,688.56	\$ 8,442.80
8" GATE VALVE	Ea	3	\$ 2,232.48	\$ 6,697.44
Hydrants Assembly (Size and Type)				
6" FIRE HYDRANT	Ea	5	\$ 3,600.41	\$ 18,002.05
2" FLUSHING	Ea	1	\$ 1,129.99	\$ 1,129.99
			\$ -	\$ -
Sevices (Size and Type)				
1" SINGLE SHORT	Ea	28	\$ 722.21	\$ 20,221.88
1" SINGLE LONG	Ea	2	\$ 1,115.47	\$ 2,230.94
1" DOUBLE LONG	Ea	17	\$ 1,253.00	\$ 21,301.00
			\$ -	\$ -
Total Water System Cost				\$ 215,473.80



St. Johns County Utility Department
 Asset Management
 Schedule of Values

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

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4" DR 11 HDPE	LF	540	\$ 22.04	\$ 11,901.60
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4" GATE VALVE	Ea	1	\$ 1,448.44	\$ 1,448.44
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR 26 PVC	LF	2103.6	\$ 42.66	\$ 89,739.58
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" DR 26 PVC	EA	66	\$ 1,646.46	\$ 108,666.36
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep (Type 'A')	EA	2	\$ 6,660.23	\$ 13,320.46
6-8 foot deep (Type 'A')	EA	3	\$ 6,574.52	\$ 19,723.56
8-10 foot deep (Type 'A')	EA	1	\$ 6,945.89	\$ 6,945.89
10-12 foot deep (Type 'A')	EA	3	\$ 7,566.53	\$ 22,699.59
12-14 foot deep (Type 'A')	EA	1	\$ 8,252.15	\$ 8,252.15
12-14 foot deep (Type 'B') Lined	EA	1	\$ 18,172.44	\$ 18,172.44
14-16 foot deep (Type 'B') Lined	EA	1	\$ 23,053.75	\$ 23,053.75
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				\$ 323,923.82



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

\$539,397.62

The undersigned lienor, in consideration of the sum

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

06/26/2023

Date

Six Mile Creek CDD

(Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR
Trailmark East Parcel Phase 2B

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 26th day of June, 2023.

WITNESS:

Tyler Roden

Witness Signature

Tyler Roden

Print Witness Name

CONTRACTOR:

Nicole Besch

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 26th day of JUNE, 2023, by

NICOLE BESCH

as

PRESIDENT

for

BESCH AND SMITH CIVIL GROUP INC.

Herbert Wayne Blanton, Jr.

Notary Public

My Commission Expires: August 16, 2026

Personally Known or Produced Identification
Type of Identification Produced

HERBERT WAYNE BLANTON, JR.
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH319585
MY COMMISSION EXPIRES AUG. 06, 2026



Exhibit "A" to the Final Release of Lien
St. Johns County Utility Department
Asset Management
Schedule of Values

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

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
2" POLY	LF	159	\$ 9.44	\$ 1,500.96
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6" DR 18	LF	33	\$ 65.44	\$ 2,159.52
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Total Water System Cost				\$ 215,473.80



St. Johns County Utility Department
 Asset Management
 Schedule of Values

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

	UNIT	QUANTITY	UNIT COST	TOTAL COST
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	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4" GATE VALVE	Ea	1	\$ 1,448.44	\$ 1,448.44
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR 26 PVC	LF	2103.6	\$ 42.66	\$ 89,739.58
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	EA		\$ -	\$ -
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	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep (Type 'A')	EA	2	\$ 6,660.23	\$ 13,320.46
6-8 foot deep (Type 'A')	EA	3	\$ 6,574.52	\$ 19,723.56
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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				\$ 323,923.82

**ST. JOHNS COUNTY UTILITY DEPARTMENT
2B - CLOSEOUT - WARRANTY**

Date: 6/20/2023
Project Title: Trailmark East Parcel Phase 2B
FROM: Besch and Smith Civil Group, Inc.
Contractor's Name
Address: 345 Cumberland Industrial Ct.
St. Augustine, Florida
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 20th day of June, 2023, by Nicole Besch as President for Besch and Smith Civil Group INC.

Tyler James Roden
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
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: January 11, 2024
SUBJECT: Trailmark East Parcel – Phase 2B

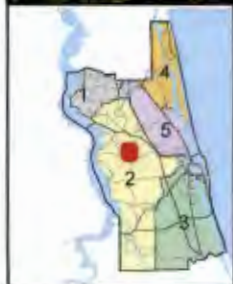
Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Trailmark East Parcel – Phase 2B.

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.



Subject Property



2023 Aerial Imagery
Date: 1/22/2024

Trailmark East Parcel - Phase 2B

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



**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 herein.