

RESOLUTION NO. 2024-90

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 AND SEWER SYSTEMS TO SERVE ENTRADA PHASE 2 – UNIT 3C LOCATED OFF STATE ROAD 207.

RECITALS

WHEREAS, D. R. Horton Inc. – Jacksonville, a foreign profit corporation, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Entrada Phase 2 – Unit 3C, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Entrada 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 Entrada Phase 2 – Unit 3C, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, Florida Roads Contracting, 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 Entrada Phase 2 – Unit 3C, 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

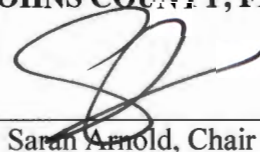
Resolution may be revised without subsequent approval by the Board of County Commissioners.

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 5th day of March, 2024.

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

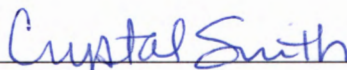
By: _____



Sarah Arnold, Chair

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

Rendition Date: MAR 05 2024


Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 3 day of August, 2023 by D.R. Horton Inc. – Jacksonville, with an address of 4220 Race Track Road, Jacksonville, FL 32258, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and gravity sewer collection system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove

telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

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

~~_____ (b) PUMP STATION & 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 sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface

improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

4220 Race Track Road
Jacksonville FL 32258
WITNESS ADDRESS

Signed, sealed and delivered
In the presence of:

[Signature]

Witness

JOSEPH WALTER
Print Name

[Signature]
Witness

Deborah McClure
Print Name

State of Florida
County of St. Johns

By: [Signature]
Its: Philip A. Fremont
Vice President

The foregoing instrument was acknowledged before me this 31 day of August, 2023 by Philip A. Fremont who is personally known to me or has produced _____ as identification.



DEBORAH E. MCCLURE
Commission # GG 987814
Expires July 10, 2024
Bonded Thru Budget Notary Services

[Signature]
Notary Public

EXHIBIT "A" to the Easement

EASEMENT AREA

The Private Road rights of way identified as Narvaez Avenue and Zancara Street on the Entrada Phase 2 Unit 3C Plat Map Book 119 pages (61,62,63,64 and 65).

EXHIBIT "B" to the Easement

INGRESS/EGRESS AREA

The Private Road rights of way identified as Narvaez Avenue and Zancara Street on the Entrada Phase 2 Unit 3C Plat Map Book 119 pages (61,62,63,64 and 65).

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

PROJECT: Entrada Phase 2 Unit 3C

Entrada Community Development District, 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084
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 3 of August, 2023.

WITNESS:

[Signature]
Witness Signature

JOSEPH WALTER
Witness Print Name

OWNER:

[Signature]
Owner Signature

Robert S. Porter, Chairman
Owner Print Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS COUNTY

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 3 day of August, 2023, by Robert S. Porter as Chairman for Entrada CDD.

[Signature]
Notary Public
My Commission Expires: 7/10/24

Personally Known or Produced Identification
Type of Identification Produced



DEBORAH E. MCCLURE
Commission # GG 967814
Expires July 10, 2024
Bonded Thru Budget Notary Services



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Entrada Phase 2 Unit 3C
 Contractor: Florida Roads Contracting, LLC
 Developer: D.R. Horton Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR 18 PVC	LF	300	\$ 57.81	\$ 17,343.00
6" DR 18 PVC	LF	960	\$ 49.20	\$ 47,232.00
4" DR 18 PVC	LF	800	\$ 32.52	\$ 26,016.00
2" Polly	LF	540	\$ 16.79	\$ 9,066.60
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6"	EA	2	\$ 2,746.52	\$ 5,493.04
4"	EA	2	\$ 1,652.64	\$ 3,305.28
	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant 6"	EA	3	\$ 8,921.38	\$ 26,764.14
Flushing Hydrant 2"	EA	2	\$ 3,683.43	\$ 7,366.86
			\$ -	\$ -
Sevices (Size and Type)				
1" Polly	EA	74	\$ 883.39	\$ 65,370.86
				\$ -
				\$ -
				\$ -
			Total Water System Cost	\$ 207,957.78



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Entrada Phase 2 Unit 3C
 Contractor: Florida Roads Contracting, LLC
 Developer: D.R. Horton Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC	LF	2175	\$ 66.86	\$ 145,420.50
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" SDR 26 PVC	EA	74	\$ 2,928.81	\$ 216,731.94
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep Type A	EA	4	\$ 8,654.61	\$ 34,618.44
6-8 foot deep Type A	EA	1	\$ 8,954.72	\$ 8,954.72
6-8 foot deep Type J	EA	1	\$ 18,538.25	\$ 18,538.25
8-10 foot deep Type A	EA	1	\$ 9,448.68	\$ 9,448.68
10-12 foot deep Type A	EA	2	\$ 9,381.69	\$ 18,763.38
> 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				\$ 452,475.91



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

The undersigned lienor, in consideration of the sum

\$660,433.69

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

June 6, 2023 to D.R. Horton, Inc.
Date Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

Entrada Phase 2 Unit 3C

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 6th day of June, 2023.

WITNESS:

Kristen M Butler

Witness Signature

Kristen M Butler

Print Witness Name

OWNER:

Tyler J Pennywitt

Lienor's Signature

Tyler J. Pennywitt

Print Lienor's Name

STATE OF Florida

COUNTY OF Duval

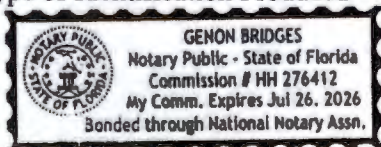
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of June, 2023, by Tyler Pennywitt as Chief Financial Officer for Florida Roads Contracting, LLC.

Beron Bridges

Notary Public

My Commission Expires: 7/26/26

Personally Known or Produced Identification
Type of Identification Produced





St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Entrada Phase 2 Unit 3C
 Contractor: Florida Roads Contracting, LLC
 Developer: D.R. Horton Inc.

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	EA		\$ -	\$ -
			\$ -	\$ -
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Hydrants Assembly (Size and Type)				
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			\$ -	\$ -
Sevices (Size and Type)				
1" Polly	EA	74	\$ 883.39	\$ 65,370.86
				\$ -
				\$ -
				\$ -
Total Water System Cost				\$ 207,957.78



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Entrada Phase 2 Unit 3C
 Contractor: Florida Roads Contracting, LLC
 Developer: D.R. Horton Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
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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				\$ 452,475.91

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

Date: June 6, 2023
Project Title: Entrada Phase 2 Unit 3C
FROM: Florida Roads Contracting, LLC
Contractor's Name
Address: 10439 Alta Drive
Jacksonville, FL 32226

TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

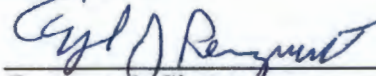
The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

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: FLORIDA ROADS CONTRACTING, LLC

TYLER PENNYWITT

Print Contractor's Name



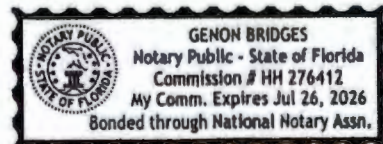
Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or _____
on-line notarization, this 6th day of June, 2023, by
Tyler Pennywitt as Chief Financial Officer for
Florida Roads Contracting, LLC

Genon Bridges
Notary Public
My Commission Expires: July 26, 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: Entrada Phase 2 – Unit 3C (ASBULT2023000113)

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 Entrada Phase 2 – Unit 3C.

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: 1/23/2024

Entrada Phase 2 - Unit 3C
**Easement for Utilities,
Bill of Sale, 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.