

RESOLUTION NO. 2015- 338

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES TO PROVIDE REUSE, WATER AND SEWER SERVICE TO WINDWARD RANCH PHASE 1 AND ACCEPTING A BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, LTI Property Jacksonville, LLC and Lennar Homes, LLC, Florida limited liability companies have executed and presented to the County two Easements for Utilities, attached hereto as Exhibit "A and B," incorporated by reference and made a part hereof, to provide reuse, water and sewer service to Windward Ranch Phase 1 on State Road 16; and

WHEREAS, Lennar Homes, LLC, has executed a Bill of Sale and schedule of values conveying all personal property associated with the reuse, water and sewer system, attached hereto as Exhibit "C," 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 "D," 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 and Bill of Sale 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 file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 17th day of November, 2015.

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

By: 
Chair

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 11/19/15



RESOLUTION NO. 2015- 338

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WHEREAS, Lennar Homes, LLC, has executed a Bill of Sale and schedule of values conveying all personal property associated with the reuse, water and sewer system, attached hereto as Exhibit "C," 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 "D," 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 and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

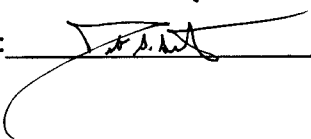
Section 3. To the extent that there are typographical, scriveners or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

PASSED AND ADOPTED this 17th day of November, 2015.

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

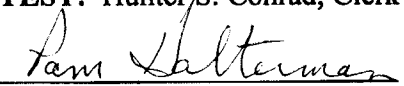
By: _____



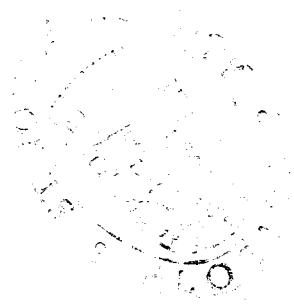
Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____


Deputy Clerk

RENDITION DATE 11/19/15



Return to:

Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 22nd day of April, 2015 by LENNAR HOMES, LLC with an address of 9440 Philips Hwy, Ste 7, Jacksonville, FL, 32256 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, 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. 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:

Cynthia Arnold
Witness

By: Math Devereaux
Its: Div Pres / V.P.

Cynthia Arnold
Print Name

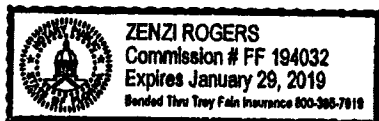
Kristina Dods
Witness

Kristina Dods
Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 22nd day of April, 2015 by Math Devereaux who is personally known to me or ~~has produced~~ _____ as identification.

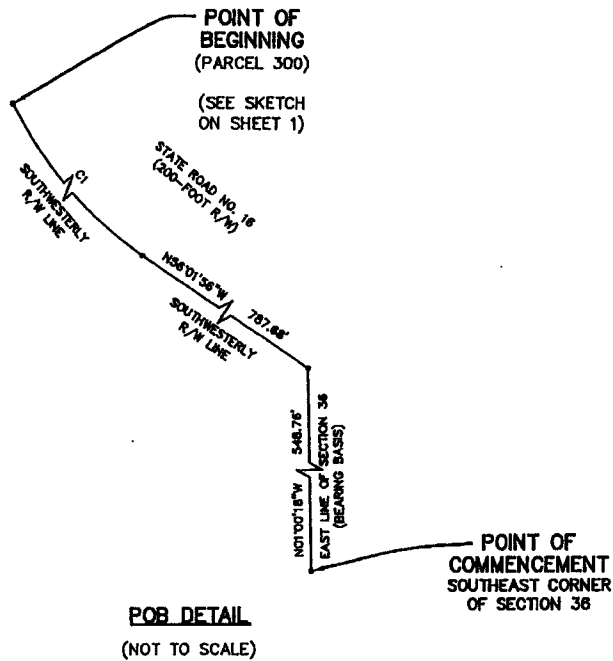
Zenzi Rogers
Notary Public



THIS IS NOT A SURVEY

Line Table		
Line #	Length	Bearing
L1	4.67'	S48°10'23"W
L2	25.00'	N41°49'37"W
L3	29.87'	N48°10'23"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Bearing
C1	5799.58'	14°50'42"	1502.62'	1498.42'	N48°36'35"W
C2	25.00'	89°21'38"	38.99'	35.16'	S03°28'34"W
C3	5799.58'	00°00'10"	0.28'	0.28'	S41°11'10"E



F:\PIA\Lennar Escrow Phase One - Plat\Sketch & Legal\Off-Site SJCUD Easmt. 300 (Lennar).dwg

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

LENNAR HOMES, LLC

WINDWARD RANCH PHASE ONE OFF-SITE SJCUD EASEMENT (LENNAR) PARCEL 300

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106

GREEN COVE SPRINGS, FL 32043

(904) 284-2224 FAX (904) 284-2258

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THIS IS NOT A SURVEY

LEGAL DESCRIPTION: WINDWARD RANCH PHASE ONE
OFF-SITE SJCUD EASEMENT (LENNAR)

PARCEL 300

A tract of land being a portion of that certain property as described in Official Records Book 3890, page 1658 of the Public Records of St. Johns County, Florida and lying within the Southeast 1/4 of Section 36, Township 6 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 36; thence N01°00'18"W, along the East line of said Section 36, for 548.76 feet to the point of intersection with the southwesterly right-of-way line of State Road No. 16 (a 200 foot right-of-way, as it is now established); thence along said southwesterly right-of-way line, the following two (2) courses; (1) thence N58°01'58"W, for 787.65 feet to the point of curvature of a curve concave to the Northeast; (2) thence northwesterly along the arc of said curve, having a radius of 5799.58 feet, a central angle of 14°50'42", an arc length of 1502.62 feet and a chord bearing N48°36'35"W, for 1498.42 feet to the point of cusp with a curve concave to the Northwest, said point also being the POINT OF BEGINNING of the parcel described herein;

Thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 89°21'38", an arc length of 38.99 feet and a chord bearing S03°29'34"W, for 35.16 feet to the point of tangency; thence S48°10'23"W, for 4.67 feet; thence N41°49'37"W, for 25.00 feet; thence N48°10'23"E, for 29.67 feet to the point of intersection with a curve concave to the Northeast, said point also being the point of intersection with aforesaid southwesterly right-of-way line of State Road No. 16; thence southeasterly along the arc of said curve, having a radius of 5799.58 feet, a central angle of 00°00'10", an arc length of 0.28 feet and a chord bearing S41°11'10"E, for 0.28 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 608 square feet, more or less.

Said lands situated, lying and being in St. Johns County, Florida.

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

LENNAR HOMES, LLC

WINDWARD RANCH PHASE ONE OFF-SITE SJCUD EASEMENT (LENNAR) PARCEL 300

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

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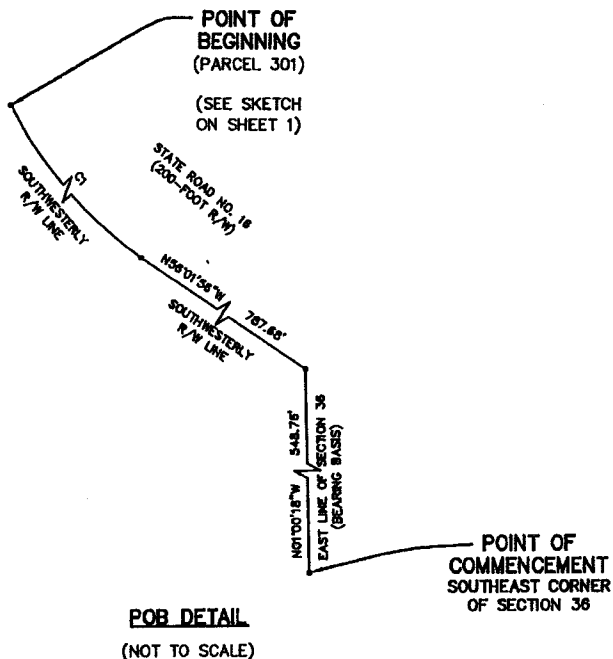


P:\P1\LENNAR Easement Phase One - Plat\Sketch & Legal\Off-Site SJCUD Easmt 300 (Lennar).dwg

THIS IS NOT A SURVEY

Line Table		
Line #	Length	Bearing
L1	42.34'	N86°49'37"W
L2	15.82'	N41°49'37"W
L3	4.67'	N48°10'23"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Bearing
C1	5799.58'	13°21'29"	1352.14'	1349.08'	N49°21'11"W
C2	25.00'	89°21'39"	38.99'	35.18'	S87°08'48"E
C3	5799.58'	00°12'28"	21.04'	21.04'	S42°34'12"E



F:\PIA\Lennar Escrow\Phase One - Plat\Sketch & Legal\01f-Site SJCUD Easmt 301 (Lennar).dwg

NOTE:
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LENNAR HOMES, LLC

WINDWARD RANCH PHASE ONE OFF-SITE SJCUD EASEMENT (LENNAR) PARCEL 301

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
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THIS IS NOT A SURVEY

LEGAL DESCRIPTION: WINDWARD RANCH PHASE ONE
OFF-SITE S/JCUD EASEMENT (LENNAR)

PARCEL 301

A tract of land being a portion of that certain property as described in Official Records Book 3890, page 1656 of the Public Records of St. Johns County, Florida and lying within the Southeast 1/4 of Section 36, Township 6 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 36; thence N01°00'18"W, along the East line of said Section 36, for 548.76 feet to the point of intersection with the southwesterly right-of-way line of State Road No. 16 (a 200 foot right-of-way, as it is now established); thence along said southwesterly right-of-way line, the following two (2) courses; (1) thence N56°01'56"W, for 787.88 feet to the point of curvature of a curve concave to the Northeast; (2) thence northwesterly along the arc of said curve, having a radius of 5799.58 feet, a central angle of 13°21'29", an arc length of 1352.14 feet and a chord bearing N49°21'11"W, for 1349.08 feet to the POINT OF BEGINNING of the parcel described herein;

Thence N86°49'37"W, for 42.34 feet; thence N41°49'37"W, for 15.82 feet; thence N48°10'23"E, for 4.67 feet to the point of curvature of a curve concave to the South; thence southeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 89°21'39", an arc length of 38.99 feet and a chord bearing S87°08'48"E, for 35.16 feet to the point of reverse curvature of a curve concave to the Northeast, said point also being the point of intersection with aforesaid southwesterly right-of-way line of State Road No. 16; thence southeasterly along said right-of-way line and along the arc of said curve, having a radius of 5799.58 feet, a central angle of 00°12'28", an arc length of 21.04 feet and a chord bearing S42°34'12"E, for 21.04 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 778 square feet, more or less.

Said lands situated, lying and being in St. Johns County, Florida.

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

LENNAR HOMES, LLC

WINDWARD RANCH PHASE ONE OFF-SITE S/JCUD EASEMENT (LENNAR) PARCEL 301

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

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P:\PI\1\Lennox Easement Phase One - Part 3\Sketch & Legal\Off-Site S/JCUD Easmt 301 (Lennox).dwg

Return to:

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 21st day of April, 2015 by **LTI PROPERTY JACKSONVILLE, LLC** with an address of 12276 San Jose Blvd, Ste 618, Jacksonville, FL, 32223 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, 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. 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:

Trace Davis
Witness

By: [Signature]
Its: Maurice

Trace Davis
Print Name

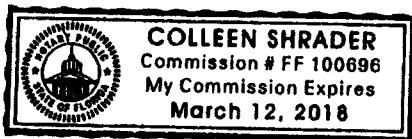
Brandie Smith
Witness

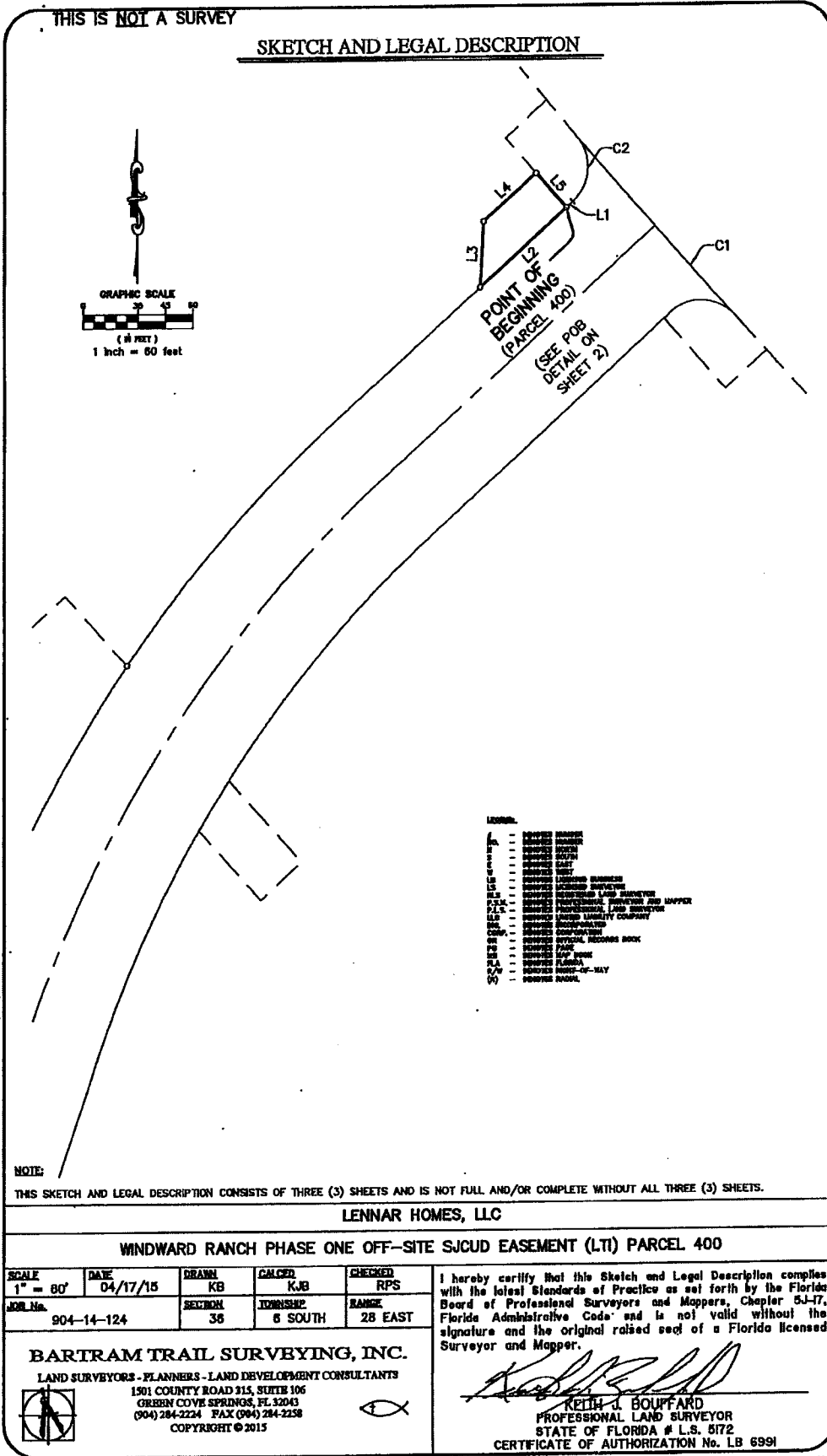
Branche Smith
Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 21 day of April, 2015, by Karin Carpenter who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



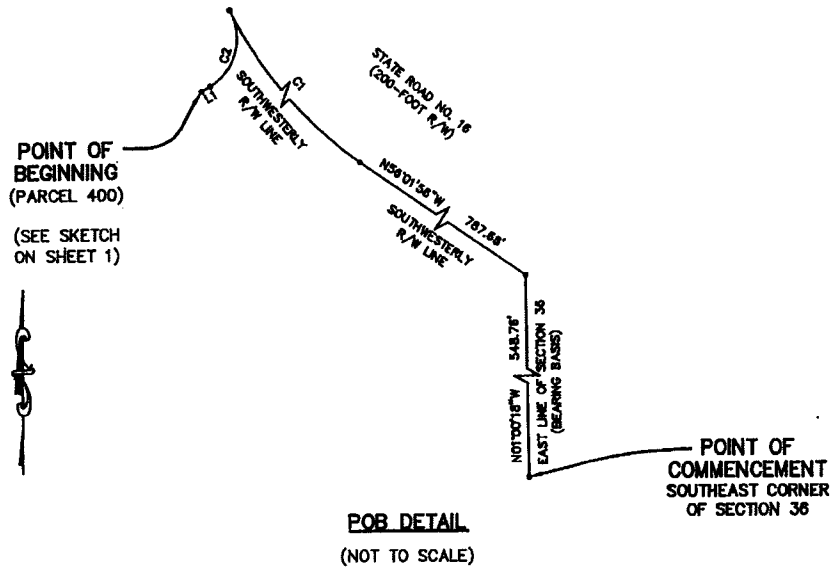


P:\P14\Lenner Easement Phase One - Plat\Sketch & Legal\Off-Site SJCUD Easmt 400 (LTI).dwg

THIS IS NOT A SURVEY

Line Table		
Line #	Length	Bearing
L1	4.67'	S48°10'23"W
L2	63.57'	S48°10'23"W
L3	35.36'	N03°10'23"E
L4	38.57'	N48°10'23"E
L5	25.00'	S41°49'37"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Bearing
C1	5799.58'	14°50'42"	1502.62'	1498.42'	N48°38'35"W
C2	25.00'	89°21'38"	38.99'	35.16'	S03°29'34"W



F:\UP\4\lennar Escemta Phase One - Plat\Sketch & Layout\01-01-Site SJCUD Easmt 400 (L1).dwg

NOTE:
THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

LENNAR HOMES, LLC

WINDWARD RANCH PHASE ONE OFF-SITE SJCUD EASEMENT (LT1) PARCEL 400

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1501 COUNTY ROAD 315, SUITE 106
 GREEN COVE SPRINGS, FL 32043
 (904) 284-2224 FAX (904) 284-2238
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THIS IS NOT A SURVEY

LEGAL DESCRIPTION: WINDWARD RANCH PHASE ONE
OFF-SITE S/CUD EASEMENT (LTI)

PARCEL 400

A tract of land being a portion of that certain property as described in Official Records Book 3578, page 710 of the Public Records of St. Johns County, Florida and lying within the Southeast 1/4 of Section 36, Township 6 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 36; thence N01°00'18"W, along the East line of said Section 36, for 548.76 feet to the point of intersection with the southwesterly right-of-way line of State Road No. 16 (a 200 foot right-of-way, as it is now established); thence along said southwesterly right-of-way line, the following two (2) courses; (1) thence N56°01'56"W, for 787.68 feet to the point of curvature of a curve concave to the Northeast; (2) thence northwesterly along the arc of said curve, having a radius of 5799.58 feet, a central angle of 14°50'42", an arc length of 1502.62 feet and a chord bearing N48°36'35"W, for 1498.42 feet to the point of cusp with a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 89°21'38", an arc length of 38.99 feet and a chord bearing S03°29'34"W, for 35.16 feet to the point of tangency; thence S48°10'23"W, for 4.67 feet to the POINT OF BEGINNING of the parcel described herein;

Thence continue S48°10'23"W, for 63.57 feet; thence N03°10'23"E, for 35.36 feet; thence N48°10'23"E, for 38.57 feet; thence S41°49'37"E, for 25.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 1,277 square feet, more or less.

Said lands situated, lying and being in St. Johns County, Florida.

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

LENNAR HOMES, LLC

WINDWARD RANCH PHASE ONE OFF-SITE S/CUD EASEMENT (LTI) PARCEL 400

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2238

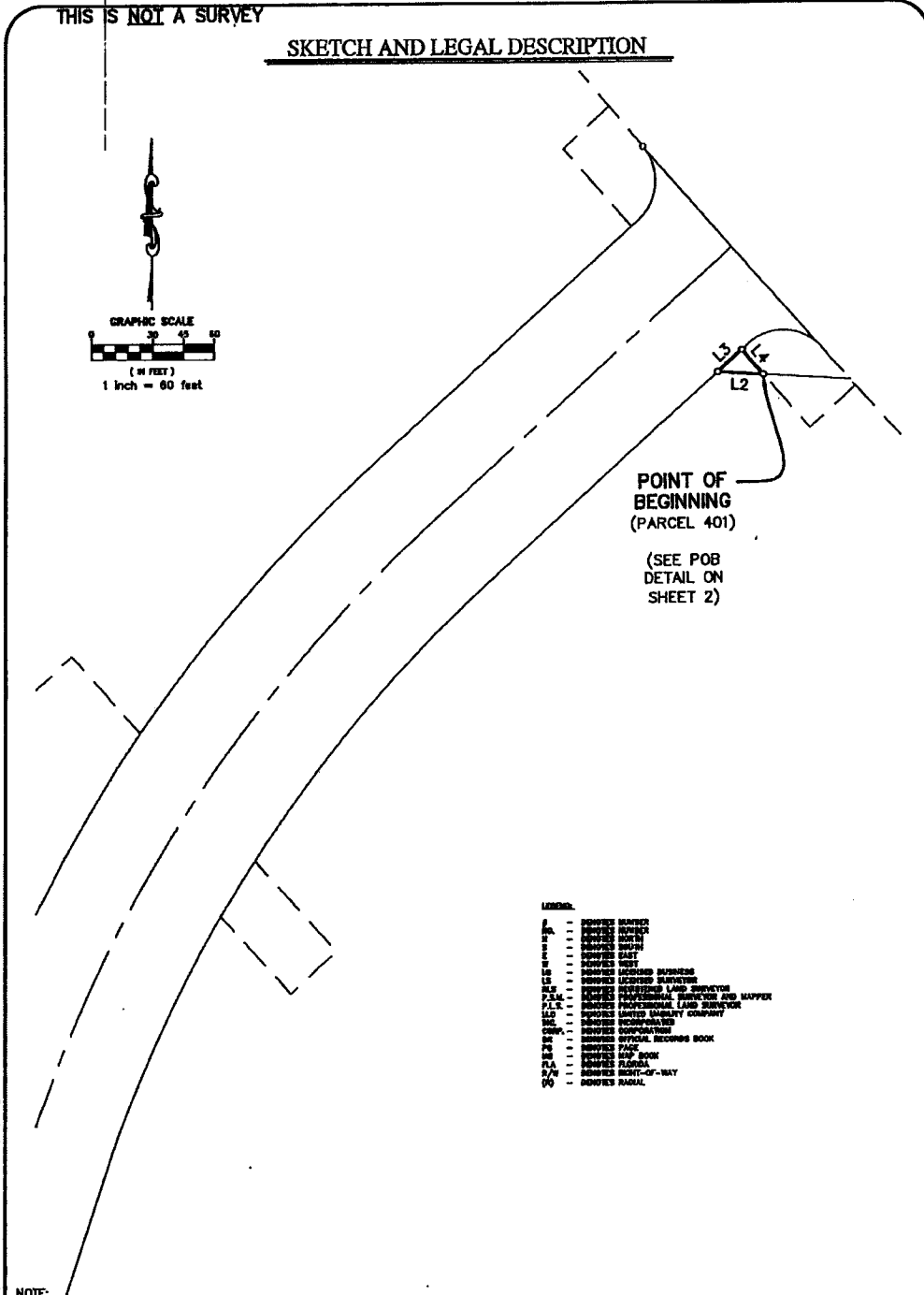
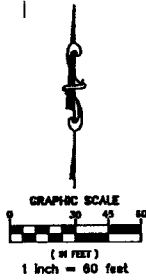
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THIS IS NOT A SURVEY

SKETCH AND LEGAL DESCRIPTION



POINT OF BEGINNING
(PARCEL 401)

(SEE POB
DETAIL ON
SHEET 2)

- Legend:**
- L - LOT
 - LA - LOT AREA
 - SA - SECTION AREA
 - S - SECTION
 - E - EASEMENT
 - W - WEST
 - E - EAST
 - N - NORTH
 - S - SOUTH
 - LS - LOT SURFACE
 - LSA - LOT SURFACE AREA
 - PLS - PLANNED LAND SURVEY
 - P.L.S. - PLANNED LAND SURVEY AND MAPPER
 - P.L.T. - PLANNED LAND SURVEY
 - SLD - SURVEY LIMITED LIABILITY COMPANY
 - INC. - INCORPORATED
 - COMP. - COMPANY
 - OFF. - OFFICIAL RECORDS BOOK
 - PL - PLANNED
 - MAP BOOK - MAP BOOK
 - FLA - FLORIDA
 - R/W - RIGHT-OF-WAY
 - RD - ROAD

NOTE: THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

LENNAR HOMES, LLC

WINDWARD RANCH PHASE ONE OFF-SITE SJCUD EASEMENT (LT) PARCEL 401

SCALE 1" = 60'	DATE 04/17/15	DRAWN KB	CALC'D KJB	CHECKED RPS
JOB No. 904-14-124	SECTION 36	TOWNSHIP 6 SOUTH	RANGE 28 EAST	

I hereby certify that this Sketch and Legal Description complies with the latest Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2238
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Keith J. Bouffard

KEITH J. BOUFFARD

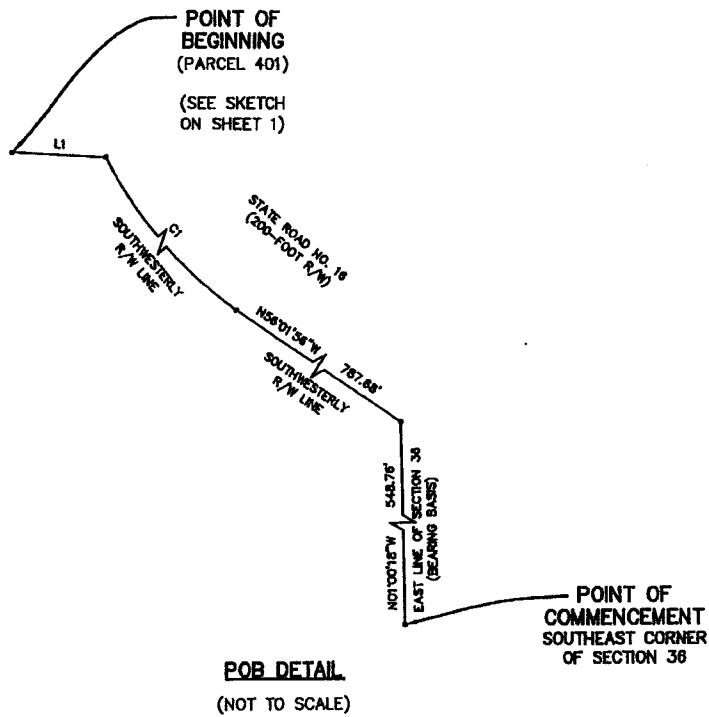
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA # L.S. 6172
CERTIFICATE OF AUTHORIZATION No. LB 6991

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THIS IS NOT A SURVEY

Line Table		
Line #	Length	Bearing
L1	42.34'	N86°49'37"W
L2	22.37'	N86°49'37"W
L3	15.82'	N48°10'23"E
L4	15.82'	S41°48'37"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Bearing
C1	5799.58'	13°21'29"	1352.14'	1349.08'	N49°21'11"W



P:\UP\14\lennar\Essential Phase One - Plan\Sketch & Layout\04-05-15a SJCUD Easmt 401 (L1).dwg

NOTE:

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LENNAR HOMES, LLC

WINDWARD RANCH PHASE ONE OFF-SITE SJCUD EASEMENT (LTI) PARCEL 401

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

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THIS IS NOT A SURVEY

LEGAL DESCRIPTION: WINDWARD RANCH PHASE ONE
OFF-SITE SJCUD EASEMENT (LTI)

PARCEL 401

A tract of land being a portion of that certain property as described in Official Records Book 3578, page 710 of the Public Records of St. Johns County, Florida and lying within the Southeast 1/4 of Section 36, Township 6 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 36; thence N01°00'18"W, along the East line of said Section 36, for 548.76 feet to the point of intersection with the southwesterly right-of-way line of State Road No. 16 (a 200 foot right-of-way, as it is now established); thence along said southwesterly right-of-way line, the following two (2) courses; (1) thence N56°01'56"W, for 787.68 feet to the point of curvature of a curve concave to the Northeast; (2) thence northwesterly along the arc of said curve, having a radius of 5799.58 feet, a central angle of 13°21'29", an arc length of 1352.14 feet and a chord bearing N49°21'11"W, for 1349.08 feet; thence N86°49'37"W, for 42.34 feet to the POINT OF BEGINNING of the parcel described herein;

Thence continue N86°49'37"W, for 22.37 feet; thence N48°10'23"E, for 15.82 feet; thence S41°49'37"E, for 15.82 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 125 square feet, more or less.

Said lands situated, lying and being in St. Johns County, Florida.

F:\JPH\Lenner Easement Phase One - Plat\Sketch & Legal\Off-Site SJCUD Easmt 401 (LTI).dwg

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

LENNAR HOMES, LLC

WINDWARD RANCH PHASE ONE OFF-SITE SJCUD EASEMENT (LTI) PARCEL 401

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

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BILL OF SALE
UTILITY IMPROVEMENTS
for

(Windward Ranch (fka. Encanta PUD))

(Lennar Homes, LLC; 9440 Philips Highway, Suite 7, Jacksonville, FL 32256), (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

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 2nd of September, 2015.

WITNESS:

Cynthia Arnold
Witness Signature

Cynthia Arnold
Print Witness Name

OWNER:

[Signature]
Owner's Signature

Scott Keiling
Print Owner's Name

State of FL
County of DUVAL

The foregoing instrument was acknowledged before me this 2nd day of SEPTEMBER, 2015, by SCOTT KEILING who is personally known to me or has produced _____ as identification.



Kristina J. Dods
Notary Public



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Windward Ranch (FKA Encanta)

Contractor: Vallencourt Construction Company Inc.

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	16" DR18 PVC Water Main WOFF	LF	620	\$ 36.52	\$ 22,642.40
	12" DR18 PVC Water Main	LF	2057	\$ 24.77	\$ 50,951.89
	10" DR18 PVC Water Main	LF	326	\$ 21.44	\$ 6,989.44
	8" DR18 PVC Water Main	LF	7514	\$ 14.63	\$ 109,929.82
	6" DR18 PVC Water Main	LF	45	\$ 10.86	\$ 488.70
	4" DR18 PVC Water Main	LF	367	\$ 8.52	\$ 3,126.84
	2" SCH 40 PVC Water Main	LF	363	\$ 6.66	\$ 2,417.58
	16 x 12" Tee WOFF	Each	1	\$ 1,511.37	\$ 1,511.37
	12 x 10" Tee	Each	1	\$ 975.68	\$ 975.68
	12 x 8" Tee	Each	2	\$ 784.12	\$ 1,568.24
	12 x 6" Tee	Each	3	\$ 710.77	\$ 2,132.31
	10 x 8" Tee	Each	1	\$ 698.82	\$ 698.82
	10 x 6" Tee	Each	1	\$ 585.78	\$ 585.78
	8 x 8" Tee	Each	4	\$ 515.26	\$ 2,061.04
	8 x 6" Tee	Each	12	\$ 417.60	\$ 5,011.20
	8 x 4" Tee	Each	2	\$ 380.65	\$ 761.30
	6" 90 Bend	Each	16	\$ 257.66	\$ 4,122.56
	16" 45 Bend WOFF	Each	4	\$ 1,007.12	\$ 4,028.48
	12" 45 Bend	Each	11	\$ 561.35	\$ 6,174.85
	10" 45 Bend	Each	6	\$ 493.93	\$ 2,963.58
	8" 45 Bend	Each	55	\$ 305.93	\$ 16,826.15
	4" 45 Bend	Each	5	\$ 195.66	\$ 978.30
	12" 22.5 Bend	Each	1	\$ 555.43	\$ 555.43
	8" 22.5 Bend	Each	3	\$ 323.21	\$ 969.63
	4" 22.5 Bend	Each	2	\$ 193.85	\$ 387.70
	12" 11.25 Bend	Each	7	\$ 555.43	\$ 3,888.01
	8" 11.25 Bend	Each	62	\$ 296.90	\$ 18,407.80
	4" 11.25 Bend	Each	6	\$ 195.66	\$ 1,173.96
	10x8" Reducer	Each	1	\$ 391.70	\$ 391.70
	16" Cap WOFF	Each	2	\$ 503.86	\$ 1,007.72
	12" Cap	Each	1	\$ 324.76	\$ 324.76
	4" Cap	Each	2	\$ 120.22	\$ 240.44
	16" Line Stop WOFF	Each	1	\$ 13,829.12	\$ 13,829.12
(1)	Water Valve (Borend Type)				
	16"x16" Tap Slv. and Valve WOFF	Each	2	\$ 11,818.61	\$ 23,637.22
	16" Sleeve WOFF	Each	1	\$ 1,123.03	\$ 1,123.03
	12" Gate Valve	Each	5	\$ 2,090.34	\$ 10,451.70
	10" Gate Valve	Each	1	\$ 1,729.14	\$ 1,729.14
	8" Gate Valve	Each	18	\$ 1,091.62	\$ 19,649.16
	6" Gate Valve	Each	16	\$ 726.30	\$ 11,620.80
	4" Gate Valve	Each	2	\$ 599.36	\$ 1,198.72
(1)	Flushing Hydrant	Each	5	\$ 806.88	\$ 4,034.40
	Fire Hydrant	Each	16	\$ 1,960.47	\$ 31,367.52
					\$ -
(1)	Potable Water Services	Each	171	\$ 549.50	\$ 93,964.50
Total Water System Cost					\$ 486,898.79

Note: Asset Type (1) Water Pipeline and Appurteances



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Windward Ranch (FKA Encanta)
 Contractor: Vallencourt Construction Company Inc.
 Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Reclaim Main (Size, Type & Pipe Class)				
	16" DR18 PVC	LF	1827	\$ 56.17	\$ 102,622.59
	14" DR11 HDPE	LF	132	\$ 121.49	\$ 16,036.68
	12" DR18 PVC Reuse Main ROFF	LF	40	\$ 28.04	\$ 1,121.60
	10" DR18 PVC Reuse Main	LF	2039	\$ 19.65	\$ 40,066.35
	8" DR18 PVC Reuse Main	LF	7432	\$ 14.76	\$ 109,696.32
	8" DR18 PVC Reuse Main ROFF	LF	1840	\$ 15.77	\$ 29,016.80
	4" DR18 PVC Reuse Main	LF	431	\$ 7.76	\$ 3,344.56
	2" SCH 40 PVC Reuse Main	LF	492	\$ 6.79	\$ 3,340.68
	12 x 12" Tee	Each	1	\$ 1,008.83	\$ 1,008.83
	12 x 10" Tee	Each	1	\$ 975.68	\$ 975.68
	12 x 8" Tee	Each	2	\$ 784.12	\$ 1,568.24
	8 x 8" Tee	Each	5	\$ 515.26	\$ 2,576.30
	8 x 4" Tee	Each	3	\$ 380.65	\$ 1,141.95
	12" 90 Bend ROFF	Each	2	\$ 629.28	\$ 1,258.56
	12" 45 Bend	Each	20	\$ 591.89	\$ 11,837.80
	12" 45 Bend ROFF	Each	4	\$ 591.90	\$ 2,367.60
	8" 45 Bend	Each	83	\$ 305.93	\$ 25,392.19
	6" 45 Bend	Each	4	\$ 244.21	\$ 976.84
	4" 45 Bend	Each	7	\$ 195.66	\$ 1,369.62
	8" 22.5 Bend	Each	3	\$ 325.02	\$ 975.06
	4" 22.5 Bend	Each	2	\$ 193.85	\$ 387.70
	12" 11.25 Bend	Each	4	\$ 546.31	\$ 2,185.24
	8" 11.25 Bend	Each	47	\$ 296.90	\$ 13,954.30
	8" 11.25 Bend ROFF	Each	1	\$ 315.98	\$ 315.98
	4" 11.25 Bend	Each	4	\$ 192.05	\$ 768.20
	14x12" Reducer ROFF	Each	2	\$ 1,104.02	\$ 2,208.04
	12x8" Reducer	Each	2	\$ 445.06	\$ 890.12
	12x8" Reducer ROFF	Each	1	\$ 445.06	\$ 445.06
	12" Cap	Each	1	\$ 324.76	\$ 324.76
	8" Cap ROFF	Each	2	\$ 198.86	\$ 397.72
	8" Cap	Each	2	\$ 198.86	\$ 397.72
	4" Cap	Each	3	\$ 120.22	\$ 360.66
				\$	-
(1)	Reclaim Main (Size and type)				
	16" Gate Valve	EA	3	\$ 5,979.89	\$ 17,939.67
	12" Gate Valve	EA	5	\$ 2,181.77	\$ 10,908.85
	8" Gate Valve	EA	23	\$ 1,106.70	\$ 25,454.10
	8" x 8" Tapping Sleeve & Valve	EA	2	\$ 4,022.23	\$ 8,044.46
	4" Gate Valve	Each	3	\$ 614.43	\$ 1,843.29
				\$	-
				\$	-
(1)	Hydrant Assembly (Size and type)				
	Flushing Hydrant	Each	6	\$ 806.88	\$ 4,841.28
(1)	Misc (Size and type)				
	Reuse Water Services	Each	171	\$ 503.61	\$ 86,117.31
Total Reclaim System Cost					\$ 534,478.71

Note: Asset Type (1) Water Pipeline and Appurtenances



Asset Mangement

Schedule of Values

Project Name: Windward Ranch (FKA Encanta)

Contractor: Vallencourt Construction Company Inc.

Developer: Lennar

Item	Unit	Quantity	Unit Cost	Total Cost
Force Mains (Size, Type & Pipe Class)				
12" DR25	LF	1832	\$ 21.08	\$ 38,618.56
10" DR11 HDPE (Directional Drill)	LF	132	\$ 117.44	\$ 15,502.08
8" DR25	LF	198	\$ 12.75	\$ 2,524.50
12" x 8" Tee	EA	1	\$ 1,097.89	\$ 1,097.89
12" 45 Degree Bend	EA	4	\$ 860.08	\$ 3,440.32
8" 45 Degree Bend	EA	4	\$ 492.94	\$ 1,971.76
12" PVC DR 18 Force Main	LF	1850	\$ 21.03	\$ 38,905.50
8" PVC DR 18 Force Main	LF	900	\$ 12.75	\$ 11,475.00
6" PVC DR 18 Force Main	LF	40	\$ 10.99	\$ 439.60
4" PVC DR 18 Force Main	LF	2314	\$ 7.12	\$ 16,475.68
12 x 8" Tee	Each	1	\$ 1097.89	\$ 1,097.89
8 x 4" Tee	Each	1	\$ 555.9	\$ 555.90
6 x 4" Tee	Each	1	\$ 475.28	\$ 475.28
4" 90 Bend	Each	2	\$ 306.62	\$ 613.24
12" 45 Bend	Each	4	\$ 860.08	\$ 3,440.32
8" 45 Bend	Each	2	\$ 492.94	\$ 985.88
8" 45 Bend	Each	11	\$ 492.94	\$ 5,422.34
6" 45 Bend	Each	2	\$ 380.33	\$ 760.66
4" 45 Bend	Each	18	\$ 263.96	\$ 4,751.28
12" 22.5 Bend	Each	1	\$ 860.08	\$ 860.08
8" 22.5 Bend	Each	3	\$ 492.94	\$ 1,478.82
4" 22.5 Bend	Each	1	\$ 277.32	\$ 277.32
8" 11.25 Bend	Each	1	\$ 492.95	\$ 492.95
4" 11.25 Bend	Each	7	\$ 277.32	\$ 1,941.24
10x8" Reducer	Each	2	\$ 610.55	\$ 1,221.10
8x6" Reducer	Each	1	\$ 450.04	\$ 450.04
6 x 4" Reducer	Each	1	\$ 297.75	\$ 297.75
12" Cap	Each	2	\$ 576.12	\$ 1,152.24
4" Cap	Each	2	\$ 177.35	\$ 354.70
ARV	EA	1	\$ 4,604.84	\$ 4,604.84
Sewer Valves (Size and Type)				
12"x12" Tap Slv. and Valve	Each	2	\$ 6,360.06	\$ 12,720.12
12" Gate Valves	Each	1	\$ 2,104.82	\$ 2,104.82
8" Gate Valve	Each	1	\$ 1,141.13	\$ 1,141.13
4" Gate Valve	Each	5	\$ 610.69	\$ 3,053.45
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC	LF	8155	\$ 24.81	\$ 202,325.55
Laterals (Size and Type)				
Sewer Services	EA	170	\$ 571.16	\$ 97,097.20
Manholes (Size and Type)				
Type A				
4-6 Foot Deep	EA	11	\$ 2,874.72	\$ 31,621.92
6-8 Feet Deep	EA	13	\$ 3,776.36	\$ 49,092.68
8-10 Feet Deep	EA	9	\$ 4,646.58	\$ 41,819.22
10-12 Feet Deep	EA	2	\$ 5,467.96	\$ 10,935.92
12-14 Feet Deep	EA	4	\$ 6,089.24	\$ 24,356.96
14-16 Feet Deep	EA	1	\$ 9,027.91	\$ 9,027.91
Type B				
8-10 Feet Deep	EA	1	\$ 8,405.45	\$ 8,405.45
12-14 Feet Deep	EA	2	\$ 11,167.35	\$ 22,334.70
14-16 Feet Deep	EA	1	\$ 12,405.16	\$ 12,405.16

Lift Station					
Mechanical Equipment	LS	1	\$	75,000.00	\$ 75,000.00
Process Piping	LS	1	\$	15,000.00	\$ 15,000.00
Process Structure	LS	1	\$	20,000.00	\$ 20,000.00
Process Electrical Equipment	LS	1	\$	20,000.00	\$ 20,000.00
Other Improvements	LS	1	\$	20,000.00	\$ 20,000.00
Total Sewer System Cost				\$	794,336.92



St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Windward Ranch Phase 1
DATE: October 15, 2015

Please present the Easement, Bill of Sale, and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Windward Ranch Phase 1.

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.

