

RESOLUTION NO. 2016- 147

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED CONVEYING A LIFT STATION SITE, AN EASEMENT FOR UTILITIES, AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SERVICE TO SERVE CRESCENT KEY PHASE ONE LOCATED OFF US 1 SOUTH.

RECITALS

WHEREAS, D.R. Horton, Inc. – Jacksonville, a Delaware corporation, has executed and presented to the County a Special Warranty Deed conveying a lift station site, attached hereto as Exhibit “A”, an Easement for Utilities, attached hereto as Exhibit “B”, and a Bill of Sale and schedule of values conveying all personal property associated with the water service, attached hereto as Exhibit “C”, incorporated by reference and made a part hereof, to serve Crescent Key Phase One; 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 Special Warranty Deed, Easement for Utilities, and Bill of Sale and Schedule of Values attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

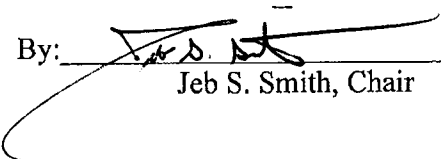
Section 3. To the extent that there are typographical, scriveners or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

PASSED AND ADOPTED this 7 day of June, 2016.

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

By: _____


Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk



Deputy Clerk

RENDITION DATE 6/9/16

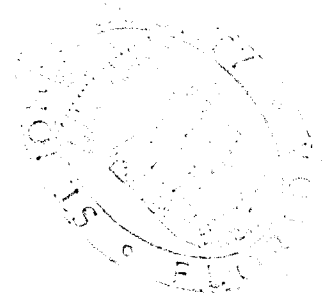


EXHIBIT "A" TO RESOLUTION

This Instrument Prepared By:
Mark Dearing, Esq.
4220 Race Track Road
St. Johns, Fl. 32259

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 3 day of February, 2016, is by and from **D. R. Horton** whose address is 4220 Race Track Road, St. Johns, FL. 32259, hereinafter called the Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee.

(Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows:

Lift Station Parcel at Crescent Key Phase One

Tract "I", Crescent Key Phase One, as shown on plat recorded in Map Book 77, pages 74 through 83, public records of St. Johns County, Florida.

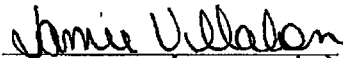
TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

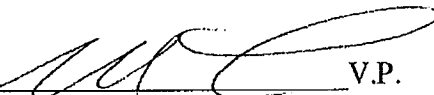
The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to ad valorem property taxes accruing subsequent to December 31, 2014; and covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

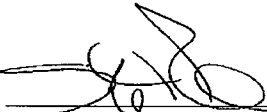
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

D. R. Horton


Print Name: Jamie Villalon

By:  V.P.
Print: Philip A. Fremento
Its: Vice President


Print Name: SHANE RICCI

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 3 day of February, 2016, by Philip A. Fremento, Vice President of D. R. Horton, on behalf of the corporation, who is personally known to me.

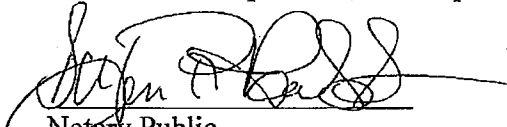

Notary Public
STEFANIE R. PANTZER-STEWART



EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 22 day of February, 2016 by D.R. Horton, Inc. – Jacksonville, with an address of 4220 Race Track Road, St. Johns, FL 32259, 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 single water service and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water service (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 utility service 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 utility line 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.

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:

Amie Villalon

Witness

Amie Villalon

Print Name

Ally King

Witness

Arlene Pitt

Print Name

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

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 22 day of February,
2016, by Philip A. Fremento who is personally known to me.



[Signature]
Notary Public

EXHIBIT "A"
EASEMENT AREA

N/A

EXHIBIT "B"

INGRESS/EGRESS AREA

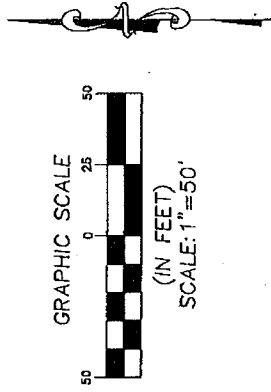
**TEN (10) FOOT INGRESS/EGRESS, MAINTENANCE AND UTILITY
EASEMENT
FROM CRESCENT KEY PHASE ONE TO #6097 U.S. HIGHWAY 1
SOUTH**

A PORTION OF TRACT "B" (PARK AND CONSERVATION) AS SHOWN ON THE PLAT OF CRESCENT KEY PHASE ONE, AS RECORDED IN MAP BOOK 77, PAGES 74 THROUGH 83 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF SAID TRACT "B", ALSO BEING THE NORTHWESTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1116, PAGE 363 OF SAID PUBLIC RECORDS AND RUN THENCE SOUTH 08° 16' 16" EAST, ALONG THE EASTERLY LINE OF SAID TRACT "B", ALSO BEING THE WESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 1116, PAGE 363, A DISTANCE OF 81.64 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 08° 16' 16" EAST, ALONG LAST SAID LINES, A DISTANCE OF 10.66 FEET; THENCE DEPARTING LAST MENTIONED LINES RUN SOUTH 61° 31' 52" WEST, FOR 15.56 FEET; THENCE SOUTH 45° 40' 52" WEST, FOR 42.04 FEET; THENCE SOUTH 60° 55' 12" WEST, FOR 59.74 FEET; THENCE SOUTH 59° 21' 15" WEST, FOR 49.24 FEET; THENCE SOUTH 63° 23' 10" WEST, FOR 22.35 FEET; THENCE NORTH 87° 55' 31" WEST, FOR 26.74 FEET; THENCE NORTH 82° 15' 07" WEST, FOR 16.79 FEET TO A POINT ON A CURVE IN THE EASTERLY RIGHT OF WAY LINE OF CRESCENT KEY DRIVE (A 50 FOOT RIGHT OF WAY AT THIS POINT); THENCE RUN IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE IN THE EASTERLY RIGHT OF WAY LINE OF CRESCENT KEY DRIVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 10.10 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15° 43' 15" EAST, 10.10 FEET; THENCE SOUTH 82° 15' 07" EAST, FOR 14.89 FEET; THENCE SOUTH 87° 55' 31" EAST, FOR 23.69 FEET; THENCE NORTH 63° 23' 10" EAST, FOR 19.44 FEET; THENCE NORTH 59° 21' 15" EAST, FOR 49.02 FEET; THENCE NORTH 60° 55' 12" EAST, FOR 58.84 FEET; THENCE NORTH 45° 40' 52" EAST, FOR 42.09 FEET; THENCE NORTH 61° 31' 52" EAST, A DISTANCE OF 20.63 FEET TO THE POINT OF BEGINNING.

MAP SHOWING SKETCH TO ACCOMPANY
LEGAL DESCRIPTION OF
**PROPOSED 10' INGRESS/EGRESS,
MAINTENANCE AND UTILITY EASEMENT
FROM CRESCENT KEY PHASE ONE TO
6097 U.S. HIGHWAY 1 SOUTH**
RECORDED IN MAP BOOK 77, PAGES 74 THROUGH 83 OF THE PUBLIC RECORDS
OF ST. JOHNS COUNTY, FLORIDA



NOTES:

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON BASED ON MAP OF CRESCENT KEY PHASE ONE, MAP BOOK 77, PAGES 74-83.
3. SEE ATTACHED LEGAL DESCRIPTION.

LEGEND	
R/W	RIGHT OF WAY
O.R.	OFFICIAL RECORDS BOOK OR VOLUME
SQ.FT.	SQUARE FEET

DATE: FEBRUARY 18, 2016
SCALE: 1"=50'

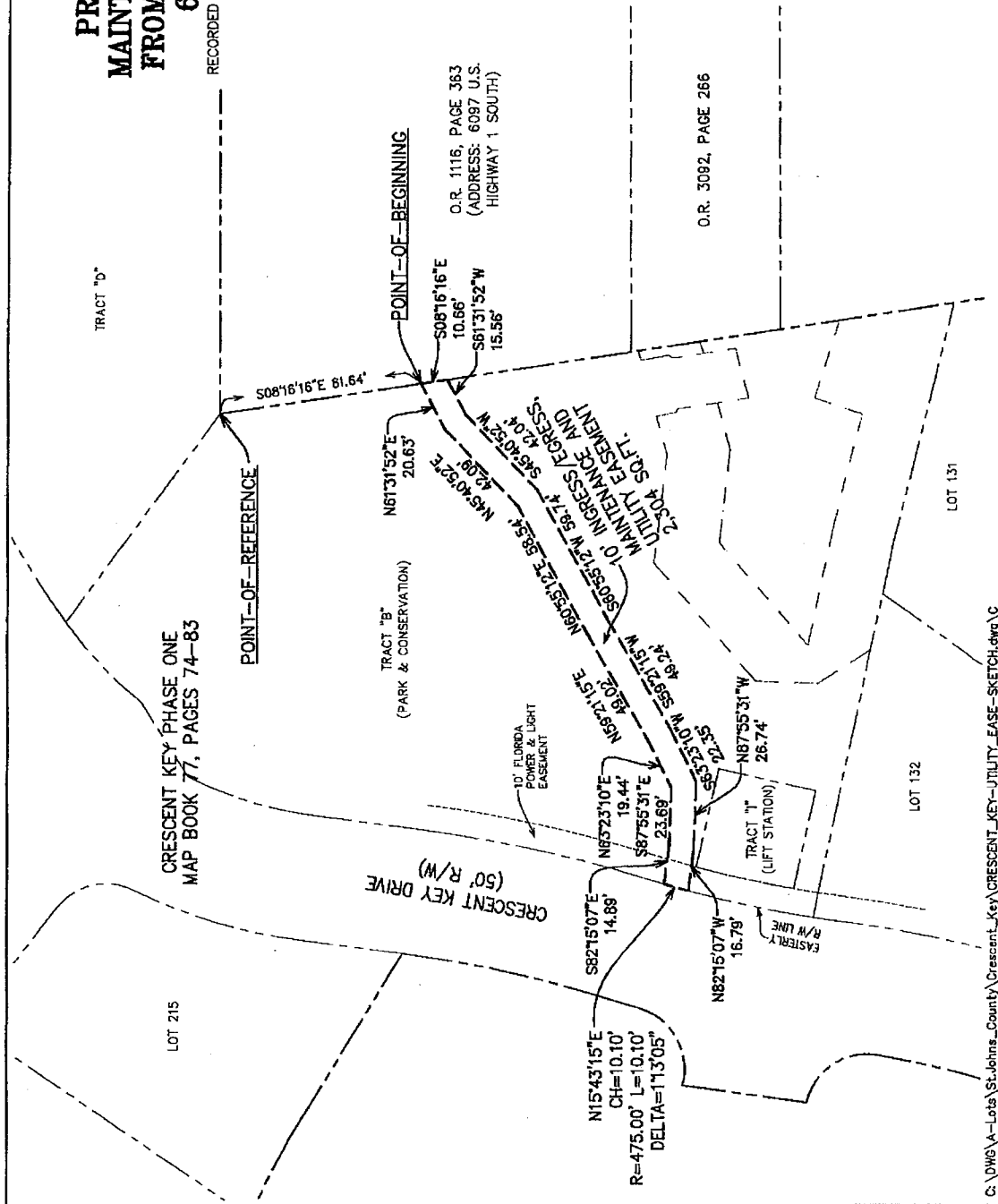


EXHIBIT "C" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for
CRESCENT KEY PUD

D.R. Horton, Inc. – Jacksonville, 4220 Race Track Road, Saint Johns, FL 32259,
(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:

Crescent Key PUD, Phase I
(See 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 18 of Jan 2016

WITNESS:

Jamie Villalon
Witness Signature

Jamie Villalon
Print Witness Name

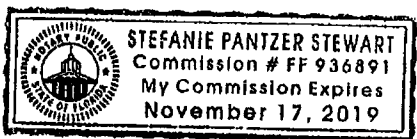
OWNER:

[Signature]
Owner's Signature

Philip A. Fremento
Print Owner's Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 18 day of January, 2016 by Philip A. Fremento who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Crescent Key PUD
Contractor:	VJ Usina Contracting, Inc.
Developer:	DR Horton, Inc. - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR18	LF	5020	\$ 17.71	\$ 88,904.20
6" DR18	LF	80	\$ 20.16	\$ 1,612.80
10" HDPE DR11	LF	280	\$ 33.21	\$ 9,298.80
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" Gate Valve	Ea	16	\$ 1,131.88	\$ 18,110.08
6" Gate Valve	Ea	8	\$ 877.22	\$ 7,017.76
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
5 1/4" M&H Valve Co. AWWA Hydrants	Ea	8	\$ 2,526.89	\$ 20,215.12
	Ea		\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" Service	Ea	86	\$ 475.37	\$ 40,881.82
1.5" Single Service	Ea	1	\$ 1,213.00	\$ 1,213.00
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 187,253.58



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Crescent Key PUD
Contractor:	VJ Usina Contracting, Inc.
Developer:	D.R. Horton, Inc. - Jacksonville

UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)			
6" DR25	820	\$ 13.57	\$ 11,127.40
8" DR11 HDPE	255	\$ 47.28	\$ 12,056.40
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Sewer Valves (Size and Type)			
12x4 tapping sleeve, valve and box	1	\$ 2,478.09	\$ 2,478.09
6" MJ Gate Valve and box	1	\$ 805.04	\$ 805.04
			\$ -
			\$ -
			\$ -
Gravity Mains (Size, Type & Pipe Class)			
8" SDR26 (0-6 foot deep)	714	\$ 14.78	\$ 10,552.92
8" SDR26 (6-8 foot deep)	532	\$ 18.78	\$ 9,990.96
8" SDR26 (8-10 foot deep)	1316	\$ 21.78	\$ 28,662.48
8" SDR26 (10-12 foot deep)	1204	\$ 25.78	\$ 31,039.12
8" SDR 26 (12-14foot deep)	798	\$ 28.78	\$ 22,966.44
8" SDR 26 (14-16 foot deep)	266	\$ 34.78	\$ 9,251.48
Laterals (Size and Type)			
6" SDR35	100	\$ 671.99	\$ 67,199.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Manholes (Size and Type)			
0-6 foot deep Type A	5	\$ 2,847.31	\$ 14,236.55
6-8 foot deep Type A	2	\$ 3,215.59	\$ 6,431.18
8-10 foot deep Type A	3	\$ 3,918.20	\$ 11,754.60
10-12 foot deep Type A	3	\$ 4,432.78	\$ 13,298.34
12-14 foot deep Type A	5	\$ 5,613.70	\$ 28,068.50
14-16 foot deep Type A First Out	1	\$ 11,514.30	\$ 11,514.30
10-12 foot deep Type B Junction	1	\$ 9,340.20	\$ 9,340.20
14-16 foot deep Type B Junction	2	\$ 12,712.39	\$ 25,424.78
Lift Station			
Wetwell 6' Diameter 20 foot deep	1	\$ 28,890.00	\$ 28,890.00
Mechanical, Electric, Pumps, Piping	1	\$ 148,500.00	\$ 148,500.00
			\$ -
			\$ -
			\$ -
Total Sewer System Cost			\$ 503,587.78



EXHIBIT "D" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

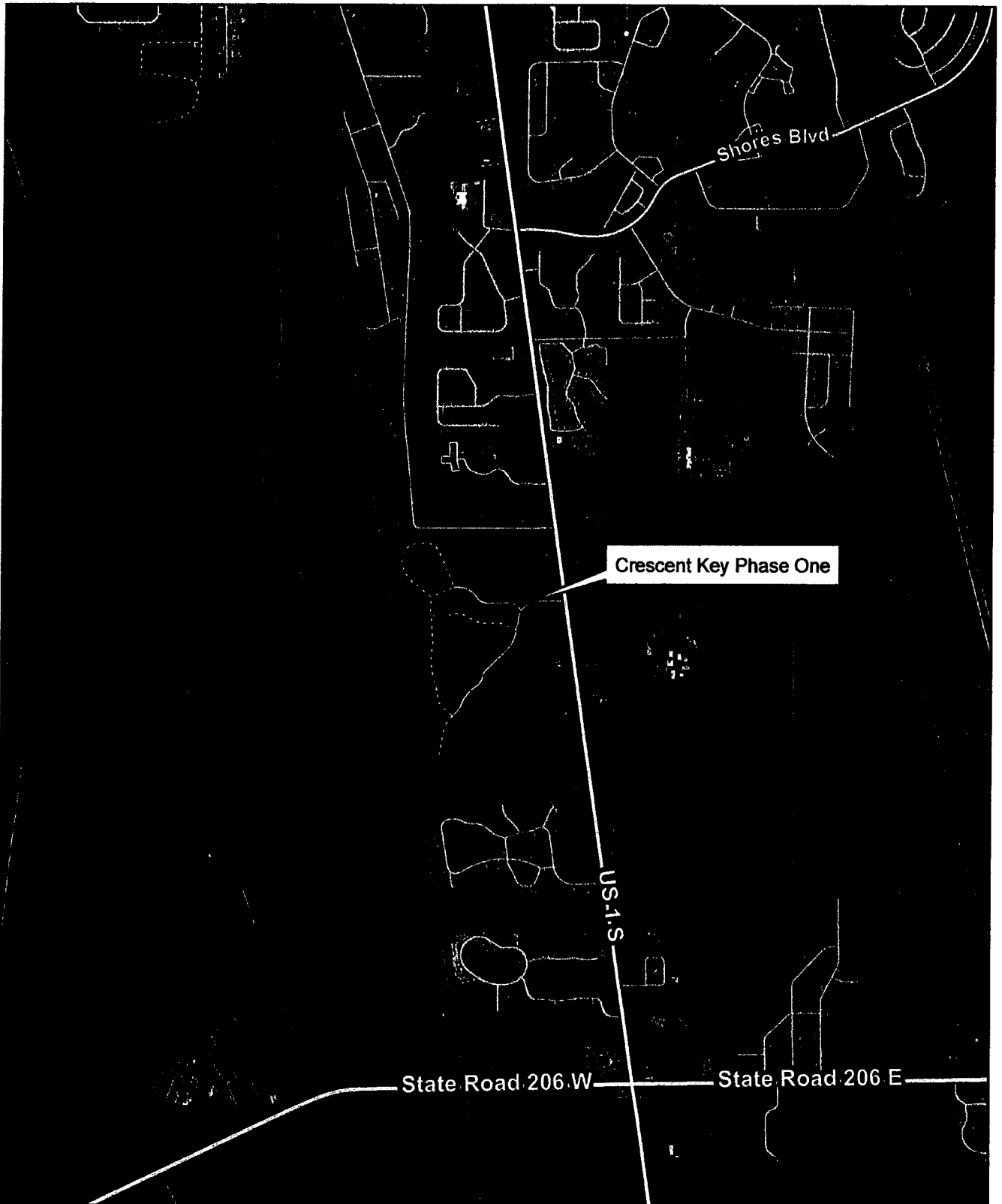
INTEROFFICE MEMORANDUM


TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Crescent Key PUD – Phase 1
DATE: March 13, 2016

Please present the Easement, Bill of Sale, Schedule of Values and Special Warranty Deed to the Board of County Commissioners (BCC) for final approval and acceptance of Crescent Key PUD – 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.




2013 Aerial Imagery
0 1,000 2,000
Feet
April 29, 2016

Crescent Key Phase One

*Special Warranty Deed,
Easement for Utilities,
and Bill of Sale*

Land Management
Systems
Real Estate
Division
(904) 209-0764

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.

