

RESOLUTION NO. 2016- 391

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 AND SEWER SYSTEM TO SERVE PALENCIA NORTH PHASE III A-1 LOCATED OFF US 1 NORTH.

RECITALS

WHEREAS, Lennar Homes LLC, a Florida limited liability company, has executed and presented to the County a Special Warranty Deed conveying a lift station site, attached hereto as Exhibit "A", and an Easement for Utilities, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Sweetwater Creek Community Development District has executed a Bill of Sale and schedule of values conveying all personal property associated with the water and sewer system to serve Palencia North Phase III A-1, 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 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, 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 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 20 day of December, 2016.

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

By: _____
James K. Johns, Chairman

ATTEST: Hunter S. Conrad, Clerk

Pam Halterman
Deputy Clerk

RENDITION DATE 12/21/16



EXHIBIT "A" TO RESOLUTION

This Instrument Prepared By:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 17th day of July 2016 is by and from Lennar Homes LLC, whose address is 9440 Philips Highway, Suite 7, Jacksonville, FL 32256, 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:


Being those lands depicted as TRACT "J" and described as Lift Station as recorded per the attached Plat being Map Book 79, Page 38 through 47, recorded in the Public Records of St. Johns County, Florida.

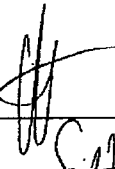
TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

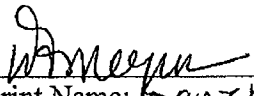
The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by through or under the 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:


Print Name: Gabrielle Barra

By: 
Its: Scott Keiling VP


Print Name: Danielle Mayros

STATE OF FLORIDA
COUNTY OF ST. JOHNS DUVAL

The foregoing instrument was acknowledged before me this 15th day of July, 2016, by Scott Keiling, Vice President, its _____ who is personally known to me or has produced _____ as identification.

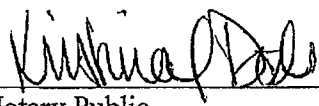

Notary Public



EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 15th day of July, 2016 by Lennar Homes LLC, with an address of 9440 Philips Highway, Suite 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, gravity sewer collection system, lift stations, 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. 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 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.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness

By: [Signature]
Its: UP

Danielle Mayoros
Print Name

[Signature]
Witness
Danielle Barra
Print Name

State of FL
County of Duval

The foregoing instrument was acknowledged before me this 15th day of July, 2016, by SCOTT KEILING, Vice President who is personally known to me or has produced _____ as identification.



Kristina J. Dods
Notary Public

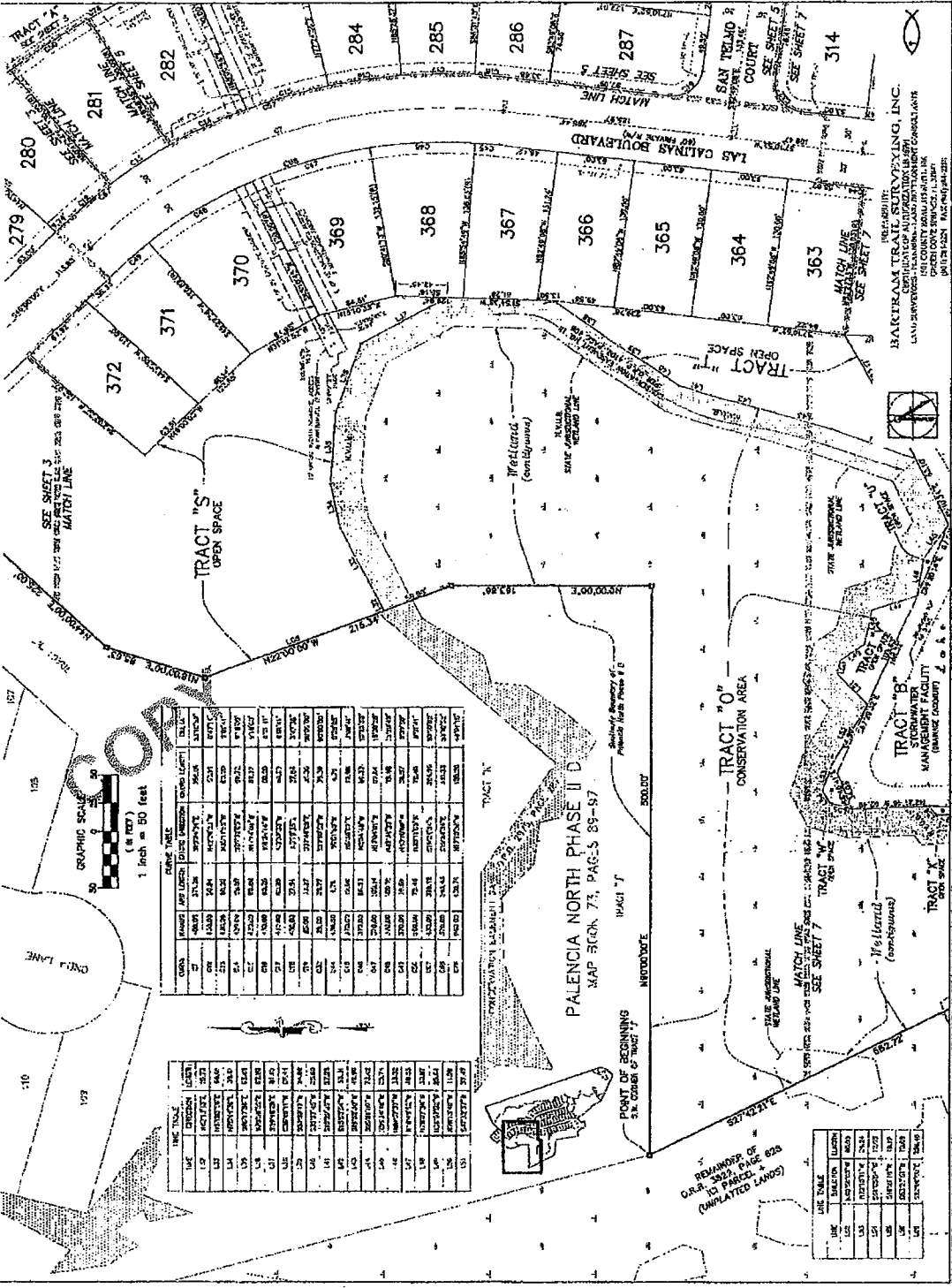
EXHIBIT "A"

EASEMENT AREA

Being those private rights of ways depicted as LAS CALINAS BOULEVARD, SAN TELMO COURT and ANTOLIN WAY as recorded per the attached Plat being Map Book 79, Page 38 through 47, recorded in the Public Records of St. Johns County, Florida.

MAP BOOK 79 PAGE 41
SHEET 4 OF 10 SHEETS

PALENCIA NORTH PHASE III A-1
PART OF THE ROGUE LEONARDI GRANT, SECTION 61, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA



TRACT S

TRACT	AREA	ACRES	REMARKS
363	1.25	1.25	TRACT 363
364	1.25	1.25	TRACT 364
365	1.25	1.25	TRACT 365
366	1.25	1.25	TRACT 366
367	1.25	1.25	TRACT 367
368	1.25	1.25	TRACT 368
369	1.25	1.25	TRACT 369
370	1.25	1.25	TRACT 370
371	1.25	1.25	TRACT 371
372	1.25	1.25	TRACT 372

TRACT O

TRACT	AREA	ACRES	REMARKS
373	1.25	1.25	TRACT 373
374	1.25	1.25	TRACT 374
375	1.25	1.25	TRACT 375
376	1.25	1.25	TRACT 376
377	1.25	1.25	TRACT 377
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380	1.25	1.25	TRACT 380
381	1.25	1.25	TRACT 381
382	1.25	1.25	TRACT 382
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385	1.25	1.25	TRACT 385
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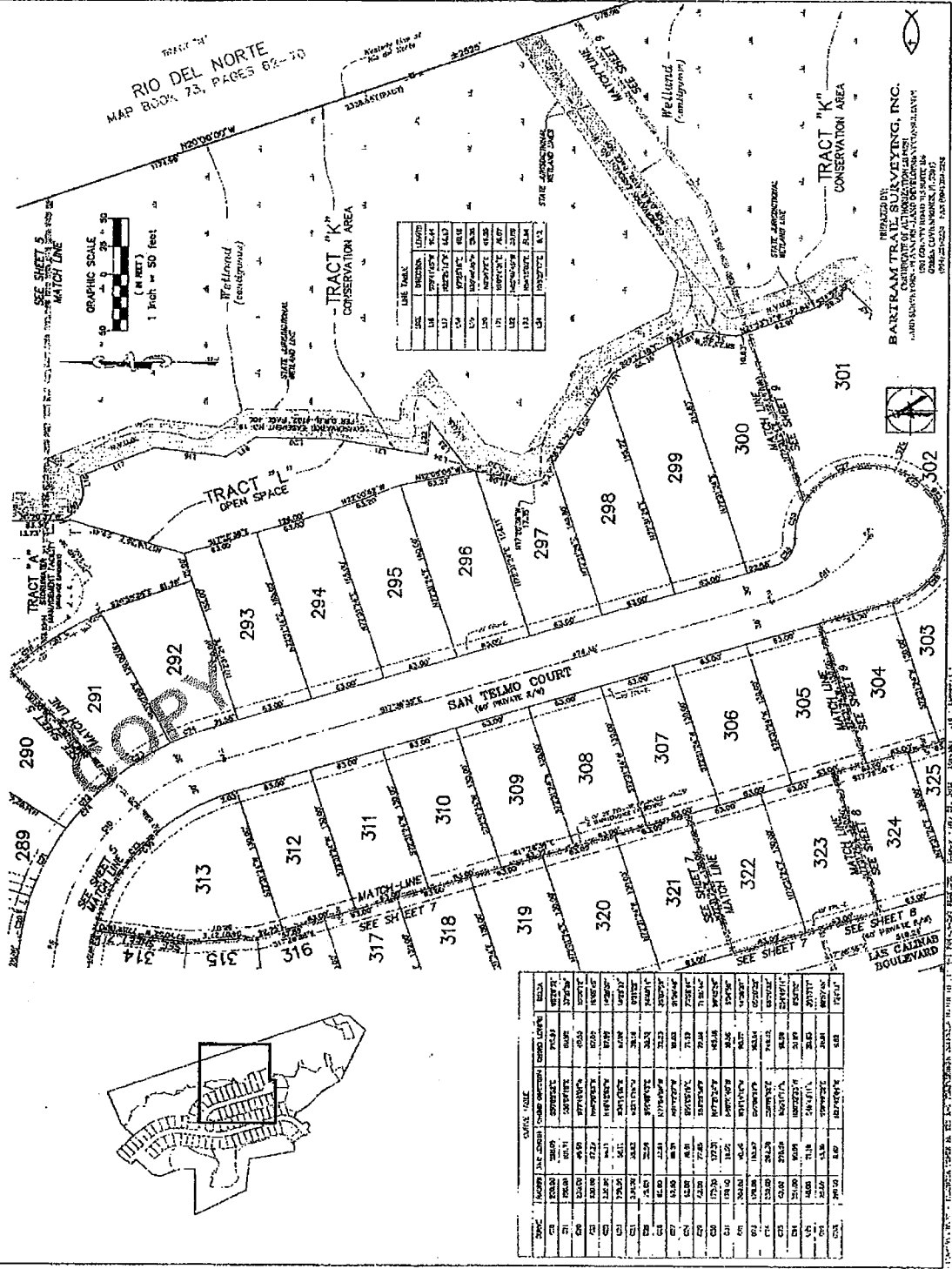
TRACT O

TRACT	AREA	ACRES	REMARKS
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419	1.25	1.25	TRACT 419
420	1.25	1.25	TRACT 420

PREPARED BY: BARKHAM TRACT DEVELOPING, INC.
LAND DEVELOPER: BARKHAM TRACT DEVELOPING, INC.
PLANNING: BARKHAM TRACT DEVELOPING, INC.
DATE: 04/11/2011

MAP BOOK 79 PAGE 43
SHEET 5 OF 10 SHEETS

PALENCIA NORTH PHASE III A-1
PART OF THE ROGUE LEONARDI GRANT, SECTION 61, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA



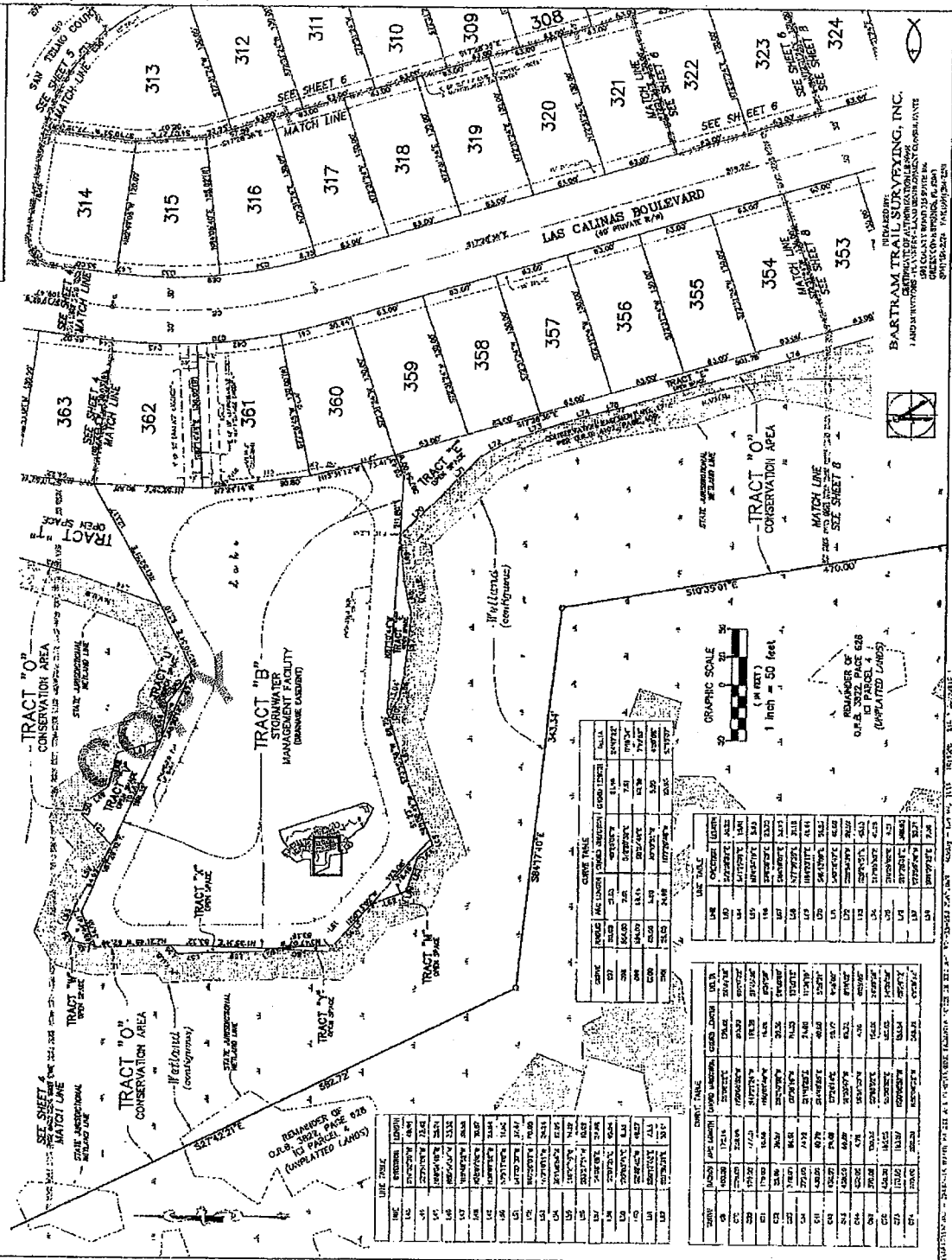
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7	(Symbol)	WETLAND
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324	1.00	100%
325	1.00	100%

BARTRAM TRAIL SURVEYING, INC.
CORPORATION OF FLORIDA
1400 SOUTH ROAD 100, SUITE 100
ORLANDO, FLORIDA 32839
PHONE: (407) 226-1234
FAX: (407) 226-1235

MAP BOOK 79, PAGE 44
SHEET 7 OF 10 SHEETS

PALENCIA NORTH PHASE III A-1
PART OF THE ROGUE LIFONARDI GRANT, SECTION 61, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA



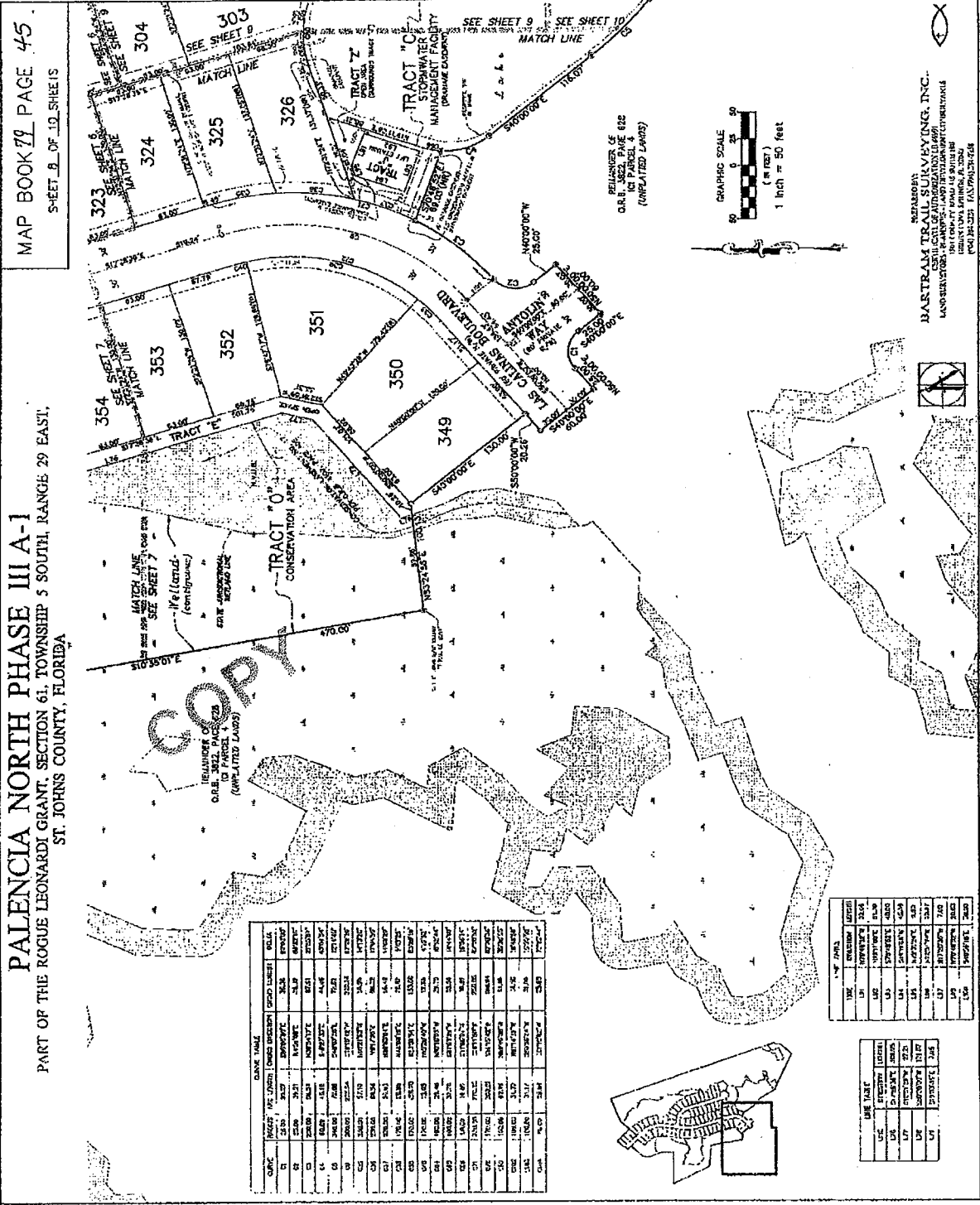
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LINE TABLE

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149	SECTION LINE	400.00
150	SECTION LINE	400.00

BARTRAM TRAIL SURVEYING, INC.
CERTIFIED PROFESSIONAL SURVEYOR
1400 S.W. 10TH AVENUE, SUITE 100
GAINESVILLE, FLORIDA 32609
PHONE: 352-385-1234 FAX: 352-385-1235
WWW.BARTRAMTRAILSURVEYING.COM





BILL OF SALE
UTILITY IMPROVEMENTS
for

Palencia North Phase III A-1

Sweetwater Creek Community Development District, (the "Owner") 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**" – Construction 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 7th of July, 2016

WITNESS:

Michael Della Porta
Witness Signature

MICHAEL DELLA PORTA
Print Witness Name

OWNER:

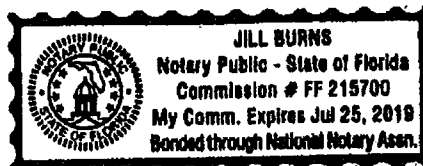
Danielle Mayoros
Owner's Signature

Danielle Mayoros
Print Owner's Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 7th day of July, 2016, by Danielle Mayoros who is personally known to me or has produced _____ as identification.

Jill Burns
Notary Public





St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Palencia North PUD-PH3

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size, Type, R, Pipe, Class)				
	8" DR18 PVC	LF	2930	\$ 28.78	\$ 84,320.34
	6" DR18 PVC	LF	100	\$ 37.34	\$ 3,734.00
	4" DR18 PVC	LF	330	\$ 15.45	\$ 5,098.50
	2" SCH40 PVC	LF	211	\$ 12.50	\$ 2,637.50
				\$ -	\$ -
				\$ -	\$ -
(1)	Water Valves (Size and Type)				
	8" Gate Valve	EA	6	\$ 1,445.29	\$ 8,671.74
	6" Gate Valve	EA	6	\$ 1,030.54	\$ 6,183.24
	4" Gate Valve	EA	1	\$ 936.95	\$ 936.95
				\$ -	\$ -
				\$ -	\$ -
(2)	Hydrant Assembly (Size and Type)				
	Fire Hydrant	EA	6	\$ 2,112.56	\$ 12,675.36
	Flushing Hydrant	EA	3	\$ 817.87	\$ 2,453.61
				\$ -	\$ -
				\$ -	\$ -
(1)	Services (Size and Type)				
	1" Single Water Service	EA	14	\$ 623.55	\$ 8,729.70
	1" Double Water Service	EA	32	\$ 845.28	\$ 27,048.96
	Service to Lift Station	EA	1	\$ 1,937.86	\$ 1,937.86
				\$ -	\$ -
Total Water System Cost					\$ 164,427.76

Note: Asset Type (1) Water Pipeline and Appurteances

\$ 729,975.83



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Palencia North PUD-PH3A - 1

Contractor: Vallencourt Construction Company Inc.

Developer: Lennar

Item	Unit	Quantity	Unit Cost	Total Cost
Force Mains (Size, Type & Pipe Class)				
4" DR18	Linear Feet	2650	\$ 17.52	\$ 46,428.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sewer Valves (Size and Type)				
4" Gate Valve	Each	3	\$ 640.89	\$ 1,922.67
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC	Linear Feet	3193	\$ 43.09	\$ 137,586.37
				\$ -
				\$ -
				\$ -
Laterals (Size and Type)				
6" SDR 26 PVC	Each	75	\$ 548.04	\$ 41,103.00
				\$ -
				\$ -
Manholes (Size and Type)				
Type A				
6-8 Foot Deep	Each	4	\$ 4,053.90	\$ 16,215.60
8-10 Foot Deep	Each	4	\$ 4,932.87	\$ 19,731.48
12-14 Foot Deep	Each	4	\$ 6,468.99	\$ 25,875.96
Type B				
14-16' Foot Deep	Each	1	\$ 14,689.60	\$ 14,689.60
Lined				
4-6 Foot Lined Deep	Each	1	\$ 8,699.86	\$ 8,699.86
10-12 Foot Lined Deep	Each	1	\$ 11,216.86	\$ 11,216.86
14-16 Foot Lined Deep	Each	2	\$ 15,805.33	\$ 31,610.66
Lift Station				
Mechanical Equipment	LS	1	\$ 75,142.35	\$ 75,142.35
Process Piping	LS	1	\$ 12,452.00	\$ 12,452.00
Process Structure	LS	1	\$ 87,116.01	\$ 87,116.01
Process Electrical Equipment	LS	1	\$ 23,796.74	\$ 23,796.74
Other Improvements	LS	1	\$ 11,960.91	\$ 11,960.91
Total Sewer System Cost				\$ 565,548.07



EXHIBIT "D" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

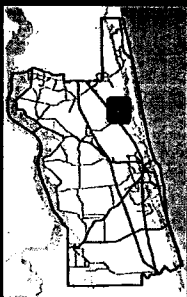
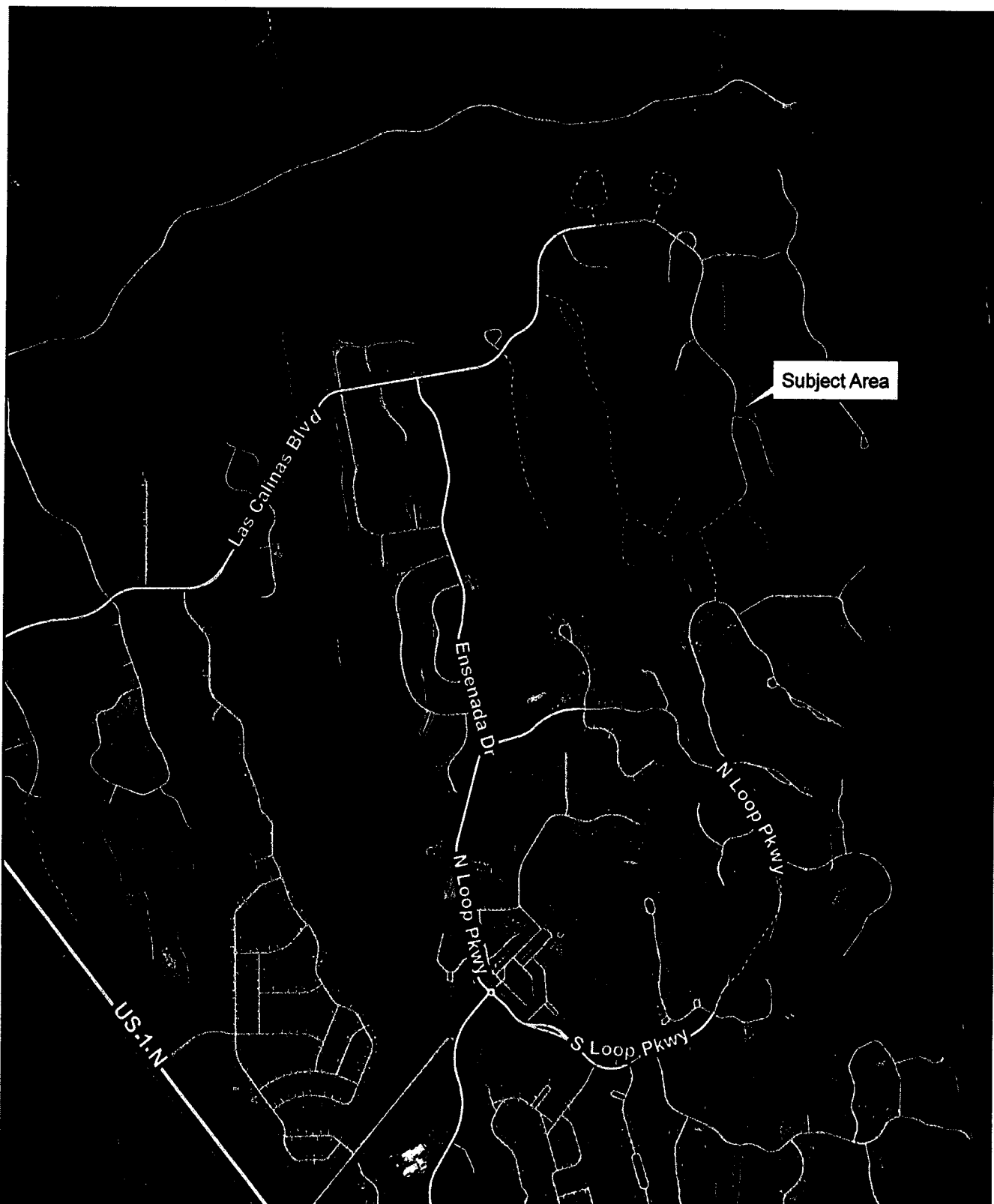
INTEROFFICE MEMORANDUM


TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Palencia North Phase 3A-1
DATE: October 27, 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 Palencia North Phase 3A-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
 0 500 1,000
 Feet
 November 14, 2016

**Palencia North
 Phase III A-1**
*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.

