

RESOLUTION NO. 2017- 180

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 LAKEWOOD POINTE LOCATED OFF STATE ROAD 206 E.

RECITALS

WHEREAS, Forty One Development, 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", 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 and sewer systems, attached hereto as Exhibit "C", incorporated by reference and made a part hereof, to serve Lakewood Pointe located off State Road 206 E; 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's 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 6th day of June, 2017.

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

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk
Ram Halterman
Deputy Clerk

RENDITION DATE 6/8/17



EXHIBIT "A" TO RESOLUTION

This Instrument Prepared By:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 28th day of February 2017 is by and from Forty One Development, LLC, whose address is 1242 Salt Creek Island Dr. Ponte Vedra Beach, FL 32082, 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:

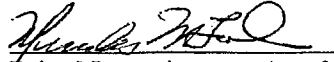
Tract "F", Lakewood Pointe, as recorded in Plat Map 84 Pages 1 thru 13 public records of St. Johns County, Florida


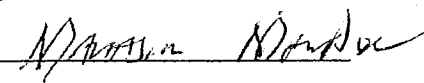
TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.


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, 2017; 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:

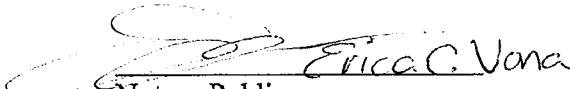

Print Name: Mercedes M. Lead

By: 
Its: 


Print Name: Andre Bass

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28th day of February, 2016, by Robert Hahnemann, _____, its managing member ²⁰¹⁷ who is personally known to me or has produced FL Drivers License as identification.


Notary Public

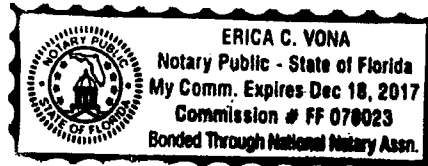


EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 28th day of February, 2017
by Forty One Development, LLC, with an address of
1242 Salt Creek Island Dr., Ponte Vedra Beach, FL 32082, 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: [Signature]

Mercedes McLeod
Print Name

[Signature]
Witness

Audie Bass
Print Name

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me this 28th day of February, 2017 by Robert Hahnemann who is personally known to me or has produced FL Drivers License as identification.

[Signature]
Notary Public

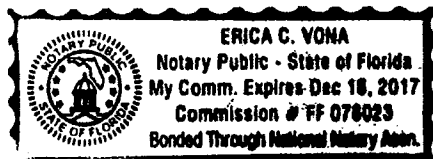


EXHIBIT "A"

EASEMENT AREA

The Private Road rights of was identified as Salt Air Drive, Coastal Hammock Way, Salt Point, and Lost Lake Drive on the Lakewood Pointe Plat Map 84 Pages 1 thru 13 public records of St. Johns County, Florida

EXHIBIT "C" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for

Lakewood Pointe

Forty One Development LLC / Robert H. Hahnemann, 1243 Salt Creek Island Drive, Ponte Vedra Beach, FL 32082, (the "Seller") for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) 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 Water main and Force main (Page 1 of 2 and 2 of 2) SCHEDULE OF VALUES FOR (Lakewood Pointe)"

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 28th of February, 2017.

WITNESS:

Nicole Besch

Witness Signature

Nicole Besch

Print Witness Name

OWNER:

Robert Hahnemann

Owner's Signature

Robert Hahnemann

Print Owner's Name

State of Florida

County of St. Johns

The foregoing instrument was acknowledged before me this 28 day of FEB, 2017, by Robert Hahnemann who is personally known to me or has produced _____ as identification.

Thomas A. Howard

Notary Public

THOMAS A. HOWARD
Notary Public, State of Florida
My Comm. Expires Jan. 07, 2020
Commission No. FF930715



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Lakewood Pointe
 Contractor: Besch & Smith Civil Group, Inc.
 Developer: Forty One Development LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF			\$ -
4" SDR -11 HDPE Direct Drill	LF	60	\$ 81.19	\$ 4,871.40
4" Dr 18 PVC	LF	1075	\$ 26.76	\$ 28,767.00
4" SRD-11	LF	74	\$ 44.81	\$ 3,315.94
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4" Tap Valve w/ 10" x 4" Saddle	Ea	1	\$ 3,265.90	\$ 3,265.90
4" Gate Valve	Ea	2	\$ 720.14	\$ 1,440.28
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR-26 0/6'	LF	1293	\$ 18.01	\$ 23,286.93
8" SDR-26 6/8'	LF	726	\$ 26.42	\$ 19,180.92
8" SDR-26 8/10'	LF	1156	\$ 28.35	\$ 32,772.60
8" SDR-26 10/12'	LF	145	\$ 30.40	\$ 4,408.00
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" SDR 26 0/6'	EA	37	\$ 677.02	\$ 25,049.74
6" SDR 26 6/8'	EA	19	\$ 713.88	\$ 13,563.72
6" SDR-26 8/10'	EA	21	\$ 768.88	\$ 16,146.48
6" SDR-26 10/12'	EA	1	\$ 897.87	\$ 897.87
Manholes (Size and Type)				
TYPE A 0/4'	EA	1	\$ 4,972.70	\$ 4,972.70
TYPE A 4/6'	EA	9	\$ 4,168.15	\$ 37,513.35
TYPE A 6/8'	EA	2	\$ 4,666.93	\$ 9,333.86
TYPE A 8/10'	EA	4	\$ 5,255.35	\$ 21,021.40
TYPE A JCT 4/6'	EA	1	\$ 5,530.81	\$ 5,530.81
TYPE A JCT 8/10'	EA	2	\$ 7,520.75	\$ 15,041.50
TYPE A JCT 10/12'	EA	1	\$ 8,908.66	\$ 8,908.66
TYPE A JCT LINED 12/14'	EA	1	\$ 8,715.89	\$ 8,715.89
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum	1	\$ 201,007.17	\$ 201,007.17
Total Sewer System Cost				\$ 489,012.12



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Lakewood Pointe
 Contractor: Besch & Smith Civil Group, Inc.
 Developer: Forty One Development LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
12" SDR -11 HDPE Direct Drill	LF	78	\$ 157.21	\$ 12,262.38
10" SDR-11 HDPE	LF	80	\$ 56.64	\$ 4,531.20
8" SDR-11 HDPE	LF	56	\$ 49.75	\$ 2,786.00
10" DR-18 PVC	LF	290	\$ 54.64	\$ 15,845.60
8" DR-18 PVC	LF	2640	\$ 33.58	\$ 88,651.20
6" DR-18 PVC	LF	485	\$ 20.36	\$ 9,874.60
4" DR-18 PVC	LF	361	\$ 16.44	\$ 5,934.84
2" PE	LF	210	\$ 8.68	\$ 1,822.80
	LF		\$ -	\$ -
Water Valves (Size and Type)				
10" TAP VALVE W 12"x10" SADDLE	Ea	1	\$ 5,647.11	\$ 5,647.11
10" GATE VALVE	Ea	1	\$ 1,627.21	\$ 1,627.21
8" GATE VALVE	Ea	6	\$ 1,210.17	\$ 7,261.02
6" GATE VALVE	Ea	6	\$ 913.70	\$ 5,482.20
4" GATE VALVE	Ea	1	\$ 789.14	\$ 789.14
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
FIRE HYDRANT	Ea	4	\$ 2,019.91	\$ 8,079.64
FLUSH HYDRANT	Ea	1	\$ 768.82	\$ 768.82
			\$ -	\$ -
Services (Size and Type)				
3/4" SINGLE SHORT	Ea	53	\$ 667.72	\$ 35,389.16
1" SINGLE LONG	Ea	6	\$ 1,656.45	\$ 9,938.70
1" DOUBLE LONG	Ea	10	\$ 1,610.42	\$ 16,104.20
			\$ -	\$ -
Total Water System Cost			\$	232,795.82



EXHIBIT "D" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

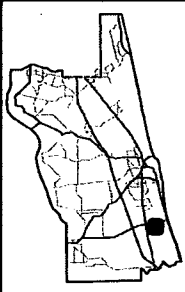
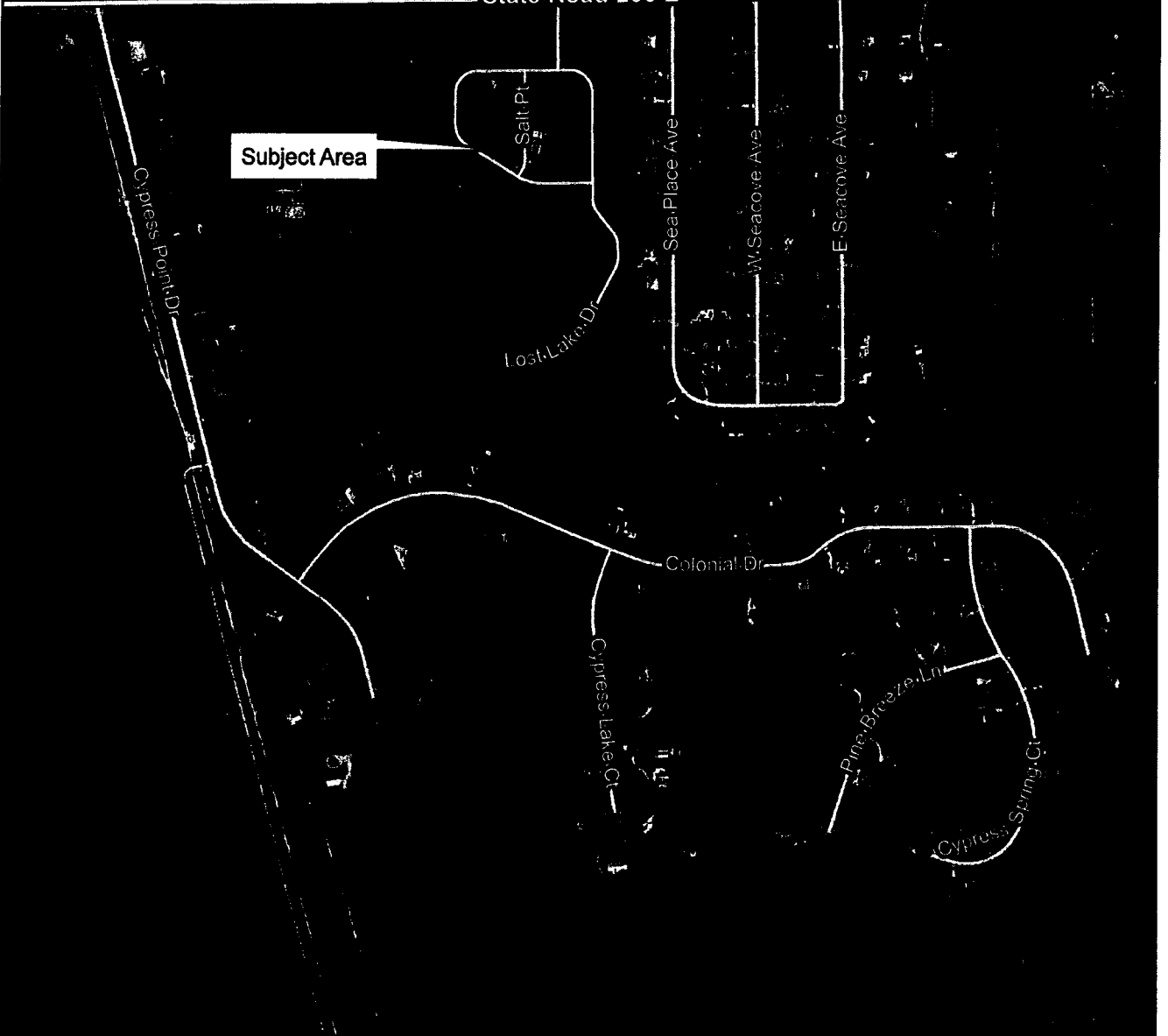
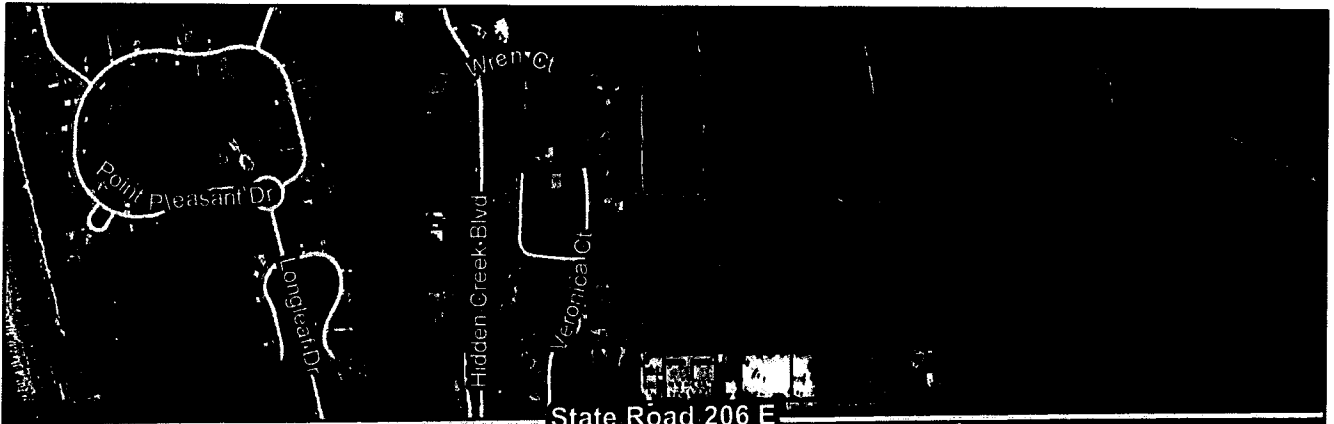
INTEROFFICE MEMORANDUM


TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Lakewood Pointe
DATE: April 18, 2017

Please present the Easement, Bill of Sale, Schedule of Values and Warranty Deed to the Board of County Commissioners (BCC) for final approval and acceptance of Lakewood Pointe.

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
 0 200 400
 Feet
 May 4, 2017

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

Lakewood Pointe

**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.

