

RESOLUTION NO. 2017- 235

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, A QUIT CLAIM DEED CONVEYING A LIFT STATION SITE, AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE REUSE, WATER AND SEWER SYSTEM TO SERVE THE PRESERVE AT PONTE VEDRA LAKES LOCATED OFF PONTE VEDRA LAKES BOULEVARD.

RECITALS

WHEREAS, Preserve at Ponte Vedra Lakes Homeowners Association, Inc., a Florida not-for-profit corporation, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to serve The Preserve at Ponte Vedra Lakes located off Ponte Vedra Lakes Boulevard; and

WHEREAS, DFH Land, LLC, a Florida limited company, has executed and presented to the County a Quit Claim Deed conveying a lift station site, attached hereto as Exhibit "B", and a Bill of Sale and Schedule of Values conveying all personal property associated with the reuse, water and sewer systems, attached hereto as Exhibit "C", incorporated by reference and made a part hereof, to serve The Preserve at Ponte Vedra Lakes located off Ponte Vedra Lakes Boulevard; 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 Easement for Utilities, Quit Claim Deed, 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 Easement for Utilities and Quit Claim Deed and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 18th day of July, 2017.

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

By: _____

James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

Pam Halterman

Deputy Clerk



RENDITION DATE 7/20/17

EXHIBIT "A" TO RESOLUTION

Prepared by and return to:

Robert E. Riva, Jr., Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of May, 2017 by **PRESERVE AT PONTE VEDRA LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 360 Corporate Way, Suite 100, Orange Park, Florida 32073 ("Grantor"), in favor of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("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. DFH Land, LLC, a Florida limited liability company, recorded that certain plat of Preserve at Ponte Vedra Lakes recorded in Map Book 81, Page 85 of the public records of St. Johns County, Florida (the "Plat"), which, among other things, dedicated Marsh Cove Drive, Whatley Lane and Davin Court (collectively, the "Roadways") to Grantor pursuant to the terms of the Plat. The Plat also dedicated to the Saint Johns County Utilities Department a non-exclusive easement over the Roadways. Grantee has requested Grantor to execute this Easement for Utilities.

2. 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, sewer force mains, & 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B ("Ingress/Egress Area"). This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

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

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

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

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

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

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

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

(b) **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.

(d) **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.

[Signature appears on the following page.]

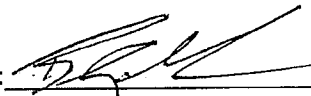
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

WITNESSES:


**PRESERVE AT PONTE VEDRA
LAKES HOMEOWNERS
ASSOCIATION, INC.,**
a Florida not-for-profit corporation



Print Name: Bobis Farrar

By: 

Batey McGraw
President




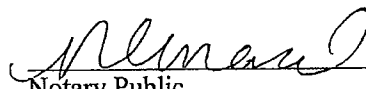
Print Name: Natalie Velaz-Molina

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 9 day of May, 2017, by Batey McGraw, as President of Preserve at Ponte Vedra Lakes Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or [] has produced a driver's license as identification.

[Notary Seal]


NICOLE LEONARD
MY COMMISSION # GG 053544
EXPIRES: December 7, 2020
Bonded Thru Budget Notary Services



Notary Public
Printed Name:
My Commission Expires:

EXHIBIT "A"

EASEMENT AREA

The private roadways identified as Marsh Cove Drive, Whatley Lane and Davin Court pursuant to the plat of Preserve at Ponte Vedra Lakes recorded in Map Book 81, Page 85 of the public records of St. Johns County, Florida.

EXHIBIT "B"

INGRESS/EGRESS AREA

The private roadways identified as Marsh Cove Drive, Whatley Lane and Davin Court pursuant to the plat of Preserve at Ponte Vedra Lakes recorded in Map Book 81, Page 85 of the public records of St. Johns County, Florida.

EXHIBIT "B" TO RESOLUTION

Prepared by and return to:

Robert E. Riva, Jr., Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed as of this 9th day of May, 2017, by **DFH LAND, LLC**, a Florida limited liability company, whose address is 360 Corporate Way, Suite 100, Orange Park, Florida 32073 ("Grantor"), in favor of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("Grantee"):

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all of the right, title, interest, claim and demand which Grantor has, if any, in and to Tract K and Tract B of that certain plat of Preserve at Ponte Vedra Lakes recorded in Map Book 81, Page 85 of the public records of St. Johns County, Florida.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the proper use, benefit and advantage of Grantee forever.

As used herein, the terms "Grantor" and "Grantee" shall include the singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships and other entities, wherever the context so admits or requires.

Grantor previously dedicated the aforesaid Tract K to Grantee pursuant to the terms of the plat referenced above, however Grantee has requested that Grantor execute this quitclaim deed.

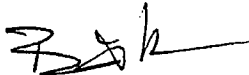
[Remainder of the page intentionally left blank]


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


Signed, sealed and delivered in our presence:

WITNESSES:

DFH LAND, LLC,
a Florida limited liability company


Print Name: Bois FARRAH

By: 
Batey McGraw
Vice President


Print Name: Natalie Velaz-Molina

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 9th day of May, 2017, by Batey McGraw, as Vice President of DFH Land, LLC, a Florida limited liability company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]



NICOLE LEONARD
MY COMMISSION # GG 053544
EXPIRES: December 7, 2020
Bonded Thru Budget Notary Services

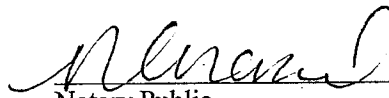

Notary Public
Printed Name:
My Commission Expires:

EXHIBIT "C" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for

The Preserve at PV Lakes

DFH Land, LLC, 360 Corporate Way, Orange Park, FL 32073 (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

See Exhibit A, "Schedule of Values for Preserve at Ponte Vedra Lakes"

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 10th of January, 2017

WITNESS:

[Signature]
Witness Signature

BOIS FARRAR
Print Witness Name

OWNER:

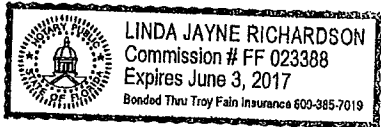
[Signature]
Owner's Signature

Batey McGraw, Vice president
Print Owner's Name

State of Florida
County of Clay

The foregoing instrument was acknowledged before me this 10th day of January, 2017, by Batey C. McGraw as Vice President who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



Water

EXHIBIT A



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Preserves at Ponte Vedra Lakes SJCUD SUB CON 15-23

Contractor: Coastal Utility Constructors

Developer: Dream Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
12in DR 18 PVC	LF	1696	\$ 45.00	\$ 76,320.00
8in DR 18 PVC	LF	1495	\$ 35.00	\$ 52,325.00
2in Poly	LF	595	\$ 17.50	\$ 10,412.50
6in DR 18 PVC	LF	680	\$ 22.50	\$ 15,300.00
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8in tapping valve	Ea	2	\$ 1,500.00	\$ 3,000.00
8in inserta valve	Ea	1	\$ 5,500.00	\$ 5,500.00
12in Tapping valve	Ea	1	\$ 3,500.00	\$ 3,500.00
12in gate valve	Ea	3	\$ 2,500.00	\$ 7,500.00
12in inserta valve	Ea	2	\$ 8,500.00	\$ 17,000.00
8in Gate Valve	Ea	5	\$ 2,500.00	\$ 12,500.00
6in Gate Valve	Ea	4	\$ 2,000.00	\$ 8,000.00
Hydrants Assembly (Size and Type)				
Fire Hydrants 5 1/4 in	Ea	4	\$ 2,500.00	\$ 10,000.00
Flushing Hydrants 2in	Ea	2	\$ 1,000.00	\$ 2,000.00
			\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 223,357.50

Sewer - Exhibit A



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Preserves at Ponte Vedra Lakes SJCUD SUB CON 15-23
 Contractor: Coastal Utility Constructors
 Developer: Dream Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
6in DR 18 PVC	LF	885	\$ 20.00	\$ 17,700.00
8in HDPE DR 11	LF	40	\$ 25.00	\$ 1,000.00
10in DR 18 pvc	LF	560	\$ 35.00	\$ 19,600.00
3in SDR 21	LF	110	\$ 19.00	\$ 2,090.00
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
8in gate valve	Ea	1	\$ 2,500.00	\$ 2,500.00
6in gate valve	Ea	2	\$ 1,500.00	\$ 3,000.00
10in gate valve	Ea	1	\$ 3,000.00	\$ 3,000.00
3in Gate Valve	Ea	1	\$ 500.00	\$ 500.00
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8in SDR26 PVC	LF	2184	\$ 40.00	\$ 87,360.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6in SDR35 PVC	EA	68	\$ 550.00	\$ 37,400.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA	4	\$ 3,000.00	\$ 12,000.00
6-8 foot deep	EA	2	\$ 3,200.00	\$ 6,400.00
8-10 foot deep	EA	2	\$ 3,600.00	\$ 7,200.00
10-12 foot deep	EA	1	\$ 4,000.00	\$ 4,000.00
> 12 foot deep	EA	3	\$ 4,500.00	\$ 13,500.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 40,000.00	\$ 40,000.00
Process Piping	Lump Sum	1	\$ 12,565.00	\$ 12,565.00
Process Structure	Lump Sum	1	\$ 55,000.00	\$ 55,000.00
Process Electrical Equipment	Lump Sum	1	\$ 35,000.00	\$ 35,000.00
Other Improvements	Lump Sum	1	\$ 23,000.00	\$ 23,000.00
Total Sewer System Cost				\$ 382,815.00

Reuse - Exhibit A



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Preserves at Ponte Vedra Lakes SJCUD SUB CON 15-23
 Contractor: Coastal Utility Constructors
 Developer: Dream Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
8inj DR 18 pvc	LF	1330	\$ 25.00	\$ 33,250.00
10in HDPE dr 11	LF	80	\$ 35.00	\$ 2,800.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
8in gate valves	Ea	3	\$ 2,500.00	\$ 7,500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ 43,550.00



EXHIBIT "D" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

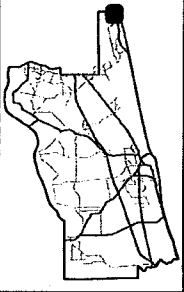
INTEROFFICE MEMORANDUM


TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Preserve at Ponte Vedra Lakes
DATE: May 11, 2017

Please present the Easement, Bill of Sale, Schedule of Values and Quit Claim Deeds to the Board of County Commissioners (BCC) for final approval and acceptance of Preserve at Ponte Vedra Lakes.

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 150300
 Feet
 June 1, 2017

**Easement for Utilities,
 Bill of Sale, and
 Quit Claim Deed**

***The Preserve at
 Ponte Vedra Lakes***

**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.

