

RESOLUTION NO. 2017- 306

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES AND ACCESS, AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE REUSE, WATER AND SEWER SYSTEM TO SERVE BANNON LAKES PHASE 1B-1A LOCATED OFF INTERNATIONAL GOLF PARKWAY.**

**RECITALS**

**WHEREAS**, Pulte Home Company, LLC, a Michigan limited liability company, has executed and presented to the County Easements for Utilities and Access, attached hereto as Exhibit "A," Exhibit "B," and Exhibit "C," 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 "D," incorporated by reference and made a part hereof, to serve Bannon Lakes Phase 1B-1A located off International Golf Parkway; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "E," 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 and Schedule of Values attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

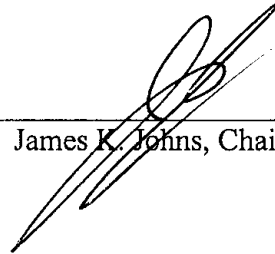
Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

PASSED AND ADOPTED this 3<sup>rd</sup> day of October, 2017.

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

By: \_\_\_\_\_  
James K. Johns, Chair



ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 10/5/17



Deputy Clerk



EXHIBIT "A" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 25 day of APRIL, 2017 by **Pulte Home Company, LLC**, a Michigan limited liability company, successor by conversion to Pulte Home Corporation, a Michigan corporation with an address of 4901 Vineland Road, Suite 500, Orlando, Florida 32811, 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, 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. 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.

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:

  
Witness Signature

Kim M. Nickerson  
Print Name

  
Witness Signature

Harmony Munger  
Print Name

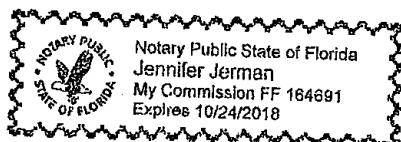
By: 

Print Name: Justin Dudley

Its: Director of Land Development

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 25 day of APRIL, 2012, by JUSTIN DUDLEY who is personally known to me or has produced \_\_\_\_\_ as identification.




  
Notary Public

EXHIBIT "A"

EASEMENT AREA

The private road right-of-ways of Lake Bridge Road, Bridge Oak Lane, Rock Spring Loop, and Bent Lake Court as recorded in Plat Book 82, Pages 48-57

EXHIBIT "B" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 9<sup>th</sup> day of JANUARY, 2017 by Pulte Home Company, LLC, with an address of 124 Del Webb Parkway Ponte Vedra, FL 32081, 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, & 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) 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.

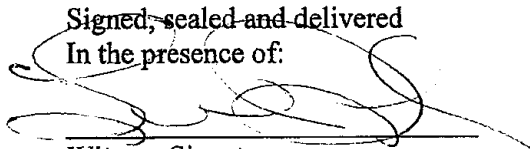
improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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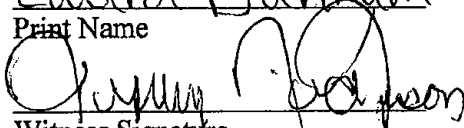
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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.

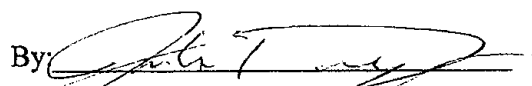
Signed, sealed and delivered  
In the presence of:

  
\_\_\_\_\_  
Witness Signature

Laura Dunham  
Print Name

  
\_\_\_\_\_  
Witness Signature

JEFFREY NICKERSON  
Print Name

By:   
\_\_\_\_\_  
Print Name: Justin Dudley

Its: Director- Land Development  
\_\_\_\_\_  
**Pulte Home Company, LLC, a  
Michigan  
limited liability company, successor  
by  
conversion of Pulte Home  
Corporation,  
a Michigan corporation**

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2018 by JUSTIN DUDLEY who is personally known to me or has produced \_\_\_\_\_ as identification.

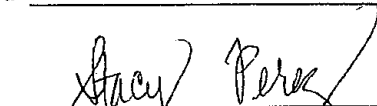
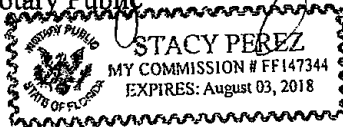
  
\_\_\_\_\_  
Notary Public  


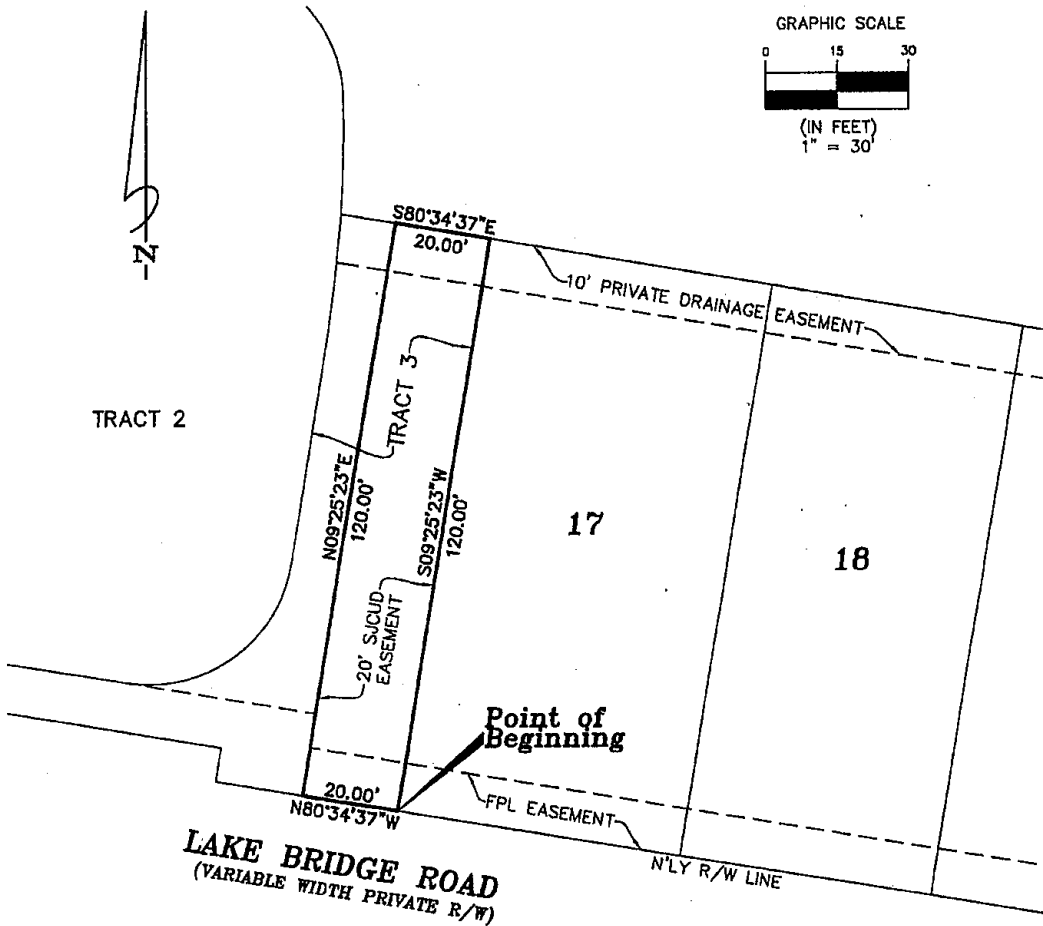
EXHIBIT "A"  
EASEMENT AREA

# MAP SHOWING

A PORTION OF TRACT 3, BANNON LAKES PHASE 1B-1A, AS RECORDED IN MAP BOOK 82, PAGES 48 THROUGH 57, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF SAID TRACT 3, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF LAKE BRIDGE ROAD (A VARIABLE WIDTH PRIVATE RIGHT OF WAY, PER SAID BANNON LAKES PHASE 1B-1A); THENCE NORTH 80°34'37" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LAKE BRIDGE ROAD, 20.00 FEET; THENCE NORTH 09°25'23" EAST, 120.00 FEET TO THE NORTHERLY LINE OF SAID TRACT 3; THENCE SOUTH 80°34'37" EAST, ALONG LAST SAID LINE, 20.00 FEET TO THE EASTERLY LINE OF SAID TRACT 3; THENCE SOUTH 09°25'23" WEST, ALONG LAST SAID LINE, 120.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,400 SQUARE FEET MORE OR LESS.



## GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF LAKE BRIDGE ROAD, AS N80°34'37"W, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1990 NGS ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

**LEGEND**  
 R/W = RIGHT OF WAY  
 FPL = FLORIDA POWER & LIGHT  
 SJCUD = ST. JOHNS COUNTY UTILITY DEPARTMENT

JOB NO. 2016-811  
 DRAFTER MJC  
 DATE 12-28-16  
 SCALE 1"=30'  
 CHECKED BY *[Signature]*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

*[Signature]*  
 GREGORY B. CLARY, P.S.M. CERT. NO. 3377

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 L.S. NO. 3733  
 3830 CROWN POINT ROAD  
 JACKSONVILLE, FLORIDA 32257  
 (904) 280-2703  
 WWW.CLARYASSOC.COM

EXHIBIT "C" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 9<sup>th</sup> day of JANUARY 2017  
by Pulte Home Company, LLC, with an address of  
124 Del Webb Parkway, Ponte Vedra FL 32081, 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, & 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) 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.

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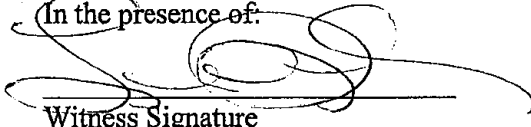
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5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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

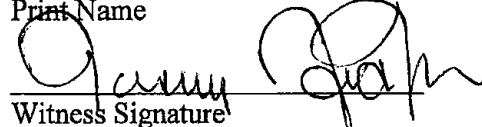
In the presence of:

  
\_\_\_\_\_

Witness Signature

Laura Dunham

Print Name

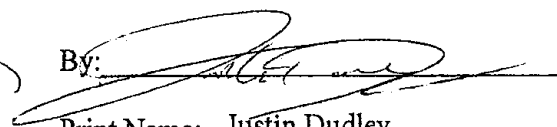
  
\_\_\_\_\_

Witness Signature

JEFFREY DICKERSON

Print Name

By:

  
\_\_\_\_\_

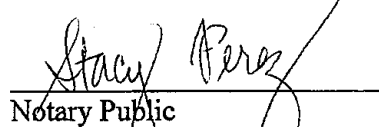
Print Name: Justin Dudley

Its: Director- Land Development

**Pulte Home Company, LLC, a  
Michigan  
limited liability company, successor  
by  
conversion of Pulte Home  
Corporation,  
a Michigan corporation**

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2012, by JUSTIN DUDLEY who is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public

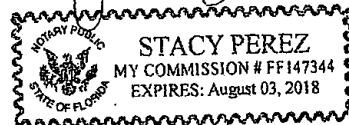
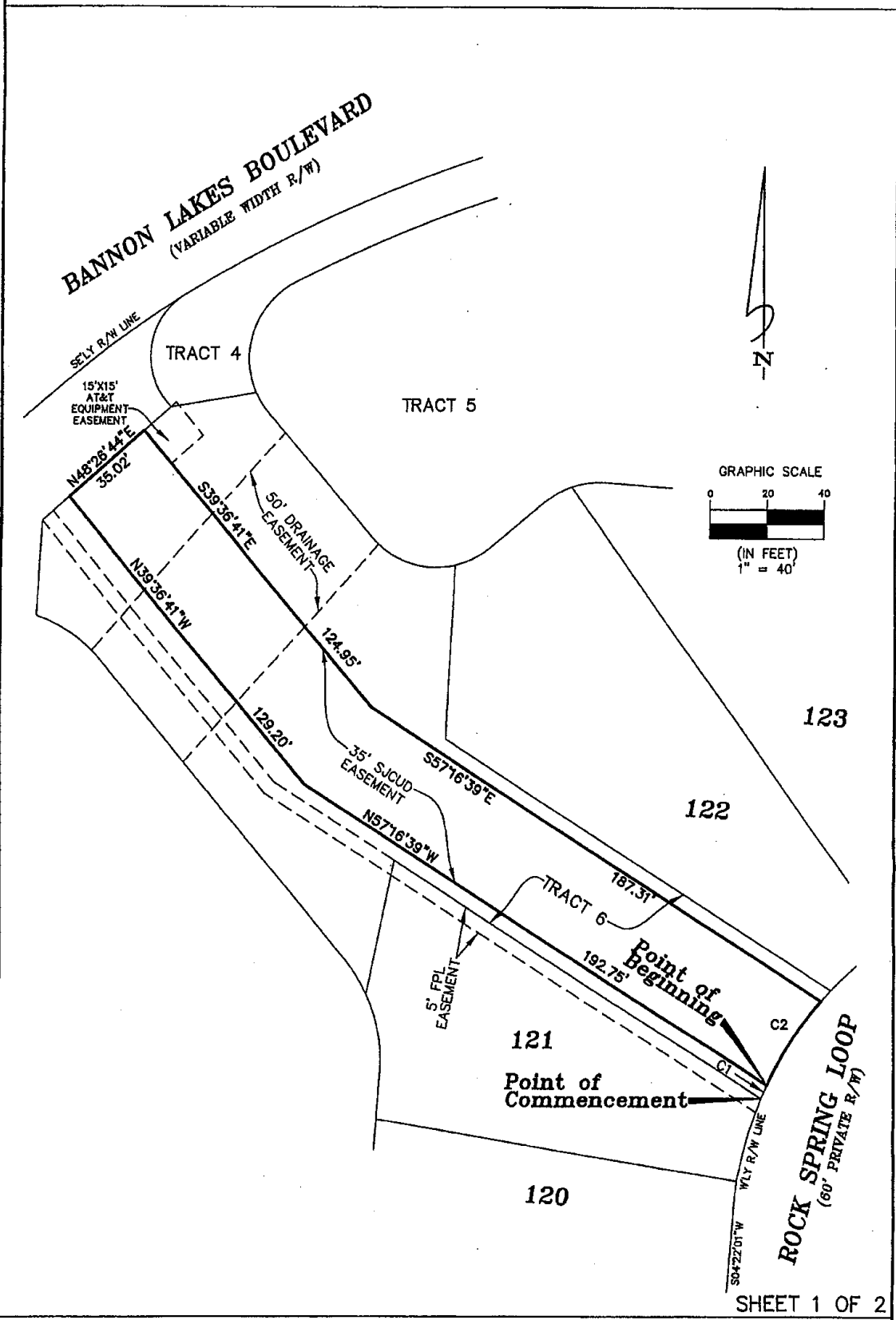


EXHIBIT "A"  
EASEMENT AREA

# MAP SHOWING



SHEET 1 OF 2

JOB NO. 2016-812  
 DRAFTER MJC  
 DATE 12-28-16  
 SCALE 1"=40'  
 CHECKED BY: *[Signature]*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

*[Signature]*  
 GREGORY B. CLARY, P.S.M. CERT. NO. 3377

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LB NO. 3731  
 3830 CROWN POINT ROAD  
 JACKSONVILLE, FLORIDA 32257  
 (904) 280-2703  
 WWW.CLARYASSOC.COM

# MAP SHOWING

A PORTION OF TRACT 6, BANNON LAKES PHASE 1B-1A, AS RECORDED IN MAP BOOK 82, PAGES 48 THROUGH 57, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 1, SAID BANNON LAKES PHASE 1B-1A, SAID POINT ALSO BEING ON THE ARC OF A CURVE LEADING NORTHEASTERLY AND THE WESTERLY RIGHT OF WAY LINE OF ROCK SPRING LOOP (A 60 FOOT PRIVATE RIGHT OF WAY, PER SAID BANNON LAKES PHASE 1B-1A); THENCE NORTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF ROCK SPRING LOOP AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 5.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°52'16" EAST, 5.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 57°16'39" WEST, 192.75 FEET; THENCE NORTH 39°36'41" WEST, 129.20 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT 6; THENCE NORTH 48°26'44" EAST, ALONG LAST SAID LINE, 35.02 FEET; THENCE SOUTH 39°36'41" EAST, 124.95 FEET; THENCE SOUTH 57°16'39" EAST, 187.31 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY LINE OF ROCK SPRING LOOP AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 35.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°43'21" WEST, 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,071 SQUARE FEET MORE OR LESS.

## LEGEND

R/W = RIGHT OF WAY  
 FPL = FLORIDA POWER & LIGHT  
 SJUCD = ST. JOHNS COUNTY UTILITY DEPARTMENT

## GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF ROCK SPRING LOOP, AS S04°22'01"W, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1990 NGS ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

## CURVE TABLE

| CURVE | LENGTH | RADIUS  | DELTA     | CHORD  | CHORD BEARING |
|-------|--------|---------|-----------|--------|---------------|
| C1    | 5.06'  | 130.00' | 2°13'49"  | 5.06'  | N23°52'16"E   |
| C2    | 35.11' | 130.00' | 15°28'22" | 35.00' | S32°43'21"W   |

SHEET 2 OF 2

JOB NO. 2016-812

DRAFTER MJC

DATE 12-28-16

SCALE 1"=40'

CHECKED BY *[Signature]*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

GREGORY B. CLARY, P.S.M. CERT. NO. 3377



EXHIBIT "D" TO RESOLUTION



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for

**BANNON LAKES PHASE 1B-1A**

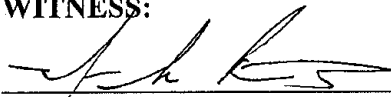
Pulte Home Company LLC, (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**,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

See Exhibit A – Schedule of Values for Bannon Lakes Phase 1B-1A

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 1<sup>st</sup> of February, 2017.

WITNESS:

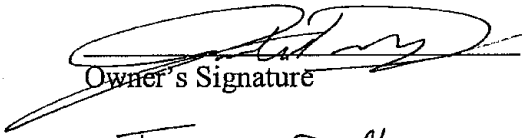
  
\_\_\_\_\_

Witness Signature

Mark Richards  
\_\_\_\_\_

Print Witness Name

OWNER:

  
\_\_\_\_\_

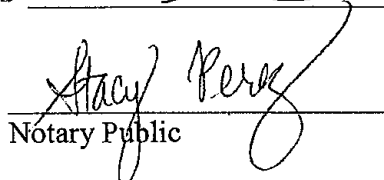
Owner's Signature

JUSTIN DUDLEY  
\_\_\_\_\_

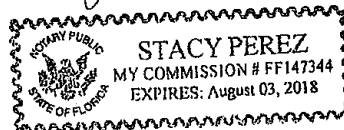
Print Owner's Name

State of Florida  
County of St Johns

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 2017, by JUSTIN DUDLEY who is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_

Notary Public





**St. Johns County Utility Department**

Asset Management

Schedule of Values

Project Name:

Bannon Lakes 1B-1A

Contractor:

Florida Roads Contracting, LLC.

Developer:

Pulte Homes

|  | UNIT | QUANTITY | UNIT COST   | TOTAL COST           |
|--|------|----------|-------------|----------------------|
| <b>Water Mains (Size, Type &amp; Pipe Class)</b> |      |          |             |                      |
| 8" DR-18   | LF   | 4200     | \$ 25.22    | \$ 105,924.00        |
| 6" DR-18   | LF   | 200      | \$ 26.37    | \$ 5,274.00          |
| 4" DR-18   | LF   | 260      | \$ 23.07    | \$ 5,998.20          |
| 2" Poly  | LF   | 200      | \$ 10.99    | \$ 2,198.00          |
|  | LF   |          | \$ -        | \$ -                 |
| <b>Water Valves (Size and Type)</b>              |      |          |             |                      |
| 8" Gate Valve                                    | Ea   | 11       | \$ 1,280.00 | \$ 14,080.00         |
|  | Ea   |          | \$ -        | \$ -                 |
|  | Ea   |          | \$ -        | \$ -                 |
|  | Ea   |          | \$ -        | \$ -                 |
|  | Ea   |          | \$ -        | \$ -                 |
| <b>Hydrants Assembly (Size and Type)</b>         |      |          |             |                      |
| 5-1/4 Fire Hydrant                               | Ea   | 6        | \$ 4,174.10 | \$ 25,044.60         |
|  |      |          | \$ -        | \$ -                 |
|  |      |          | \$ -        | \$ -                 |
| <b>Sevices (Size and Type)</b>                   |      |          |             |                      |
| 1" Poly  | Ea   | 136      | \$ 516.27   | \$ 70,212.72         |
|  | Ea   |          | \$ -        | \$ -                 |
|  | Ea   |          | \$ -        | \$ -                 |
|  |      |          | \$ -        | \$ -                 |
| <b>Total Water System Cost</b>                   |      |          |             | <b>\$ 228,731.52</b> |



**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: Bannon Lakes 1B-1A  
 Contractor: Florida Roads Contracting, LLC.  
 Developer: Pulte Homes

|  | UNIT     | QUANTITY | UNIT COST    | TOTAL COST           |
|--|----------|----------|--------------|----------------------|
| <b>Force Mains (Size, Type &amp; Pipe Class)</b>   |          |          |              |                      |
|  | LF       |          | \$ -         | \$ -                 |
|  | LF       |          | \$ -         | \$ -                 |
|  | LF       |          | \$ -         | \$ -                 |
|  | LF       |          | \$ -         | \$ -                 |
|  | LF       |          | \$ -         | \$ -                 |
| <b>Sewer Valves (Size and Type)</b>                |          |          |              |                      |
|  | Ea       |          | \$ -         | \$ -                 |
|  | Ea       |          | \$ -         | \$ -                 |
|  | Ea       |          | \$ -         | \$ -                 |
|  | Ea       |          | \$ -         | \$ -                 |
|  | Ea       |          | \$ -         | \$ -                 |
| <b>Gravity Mains (Size, Type &amp; Pipe Class)</b> |          |          |              |                      |
| 8" SDR-26  | LF       | 4032     | \$ 36.59     | \$ 147,530.88        |
|  | LF       |          | \$ -         | \$ -                 |
|  | LF       |          | \$ -         | \$ -                 |
|  | LF       |          | \$ -         | \$ -                 |
| <b>Laterals (Size and Type)</b>                    |          |          |              |                      |
| 6" PVC   | EA       | 136      | \$ 549.23    | \$ 74,695.28         |
|  | EA       |          | \$ -         | \$ -                 |
|  | EA       |          | \$ -         | \$ -                 |
|  | EA       |          | \$ -         | \$ -                 |
| <b>Manholes (Size and Type)</b>                    |          |          |              |                      |
| 4-6 foot deep                                      | EA       | 4        | \$ 4,906.18  | \$ 19,624.72         |
| 6-8 foot deep                                      | EA       | 5        | \$ 5,430.13  | \$ 27,150.65         |
| 8-10 foot deep                                     | EA       | 5        | \$ 6,039.95  | \$ 30,199.75         |
| 10-12 foot deep                                    | EA       | 2        | \$ 7,297.52  | \$ 14,595.04         |
| > 12 foot deep                                     | EA       | 1        | \$ 8,475.64  | \$ 8,475.64          |
| 6-8 foot deep Lined                                | EA       | 1        | \$ 9,380.28  | \$ 9,380.28          |
| 10-12 foot deep Lined                              | EA       | 2        | \$ 12,880.49 | \$ 25,760.98         |
|  |          |          | \$ -         | \$ -                 |
|  |          |          | \$ -         | \$ -                 |
|  |          |          | \$ -         | \$ -                 |
|  |          |          | \$ -         | \$ -                 |
|  |          |          | \$ -         | \$ -                 |
| <b>Lift Station</b>                                |          |          |              |                      |
| Mechanical Equipment                               | Lump Sum |          | \$ -         | \$ -                 |
| Process Piping                                     | Lump Sum |          | \$ -         | \$ -                 |
| Process Structure                                  | Lump Sum |          | \$ -         | \$ -                 |
| Process Electrical Equipment                       | Lump Sum |          | \$ -         | \$ -                 |
| Other Improvements                                 | Lump Sum |          | \$ -         | \$ -                 |
| <b>Total Sewer System Cost</b>                     |          |          |              | <b>\$ 357,413.22</b> |



**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: Bannon Lakes 1B-1A  
 Contractor: Florida Roads Contracting, LLC.  
 Developer: Pulte Homes

|  | UNIT | QUANTITY | UNIT COST   | TOTAL COST           |
|--|------|----------|-------------|----------------------|
| <b>Reuse Mains (Size, Type &amp; Pipe Class)</b> |      |          |             |                      |
| 8" DR-18   | LF   | 2780     | \$ 24.89    | \$ 69,194.20         |
| 6" DR-18   | LF   | 400      | \$ 21.87    | \$ 8,748.00          |
| 4" DR-18   | LF   | 180      | \$ 23.07    | \$ 4,152.60          |
| 2" Poly  | LF   | 300      | \$ 12.09    | \$ 3,627.00          |
|  | LF   |          | \$ -        | \$ -                 |
| <b>Reuse Valves (Size and Type)</b>              |      |          |             |                      |
| 8" Gate Valve                                    | Ea   | 8        | \$ 1,280.00 | \$ 10,240.00         |
| 6" Gate Valve                                    | Ea   | 2        | \$ 900.00   | \$ 1,800.00          |
|  | Ea   |          | \$ -        | \$ -                 |
|  | Ea   |          | \$ -        | \$ -                 |
|  | Ea   |          | \$ -        | \$ -                 |
| <b>Hydrants (Size and Type)</b>                  |      |          |             |                      |
| Flushing Hydrant                                 | Ea   | 1        | \$ -        | \$ -                 |
|  | Ea   |          | \$ -        | \$ -                 |
|  | Ea   |          | \$ -        | \$ -                 |
| <b>Sevices (Size and Type)</b>                   |      |          |             |                      |
| 1" Poly  | Ea   | 63       | \$ 516.27   | \$ 32,525.01         |
|  | Ea   |          | \$ -        | \$ -                 |
|  | Ea   |          | \$ -        | \$ -                 |
|  | Ea   |          | \$ -        | \$ -                 |
| <b>Total Reuse System Cost</b>                   |      |          |             | <b>\$ 130,286.81</b> |



EXHIBIT "E" TO RESOLUTION

**St. Johns County Board of County Commissioners**

Utility Department

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INTEROFFICE MEMORANDUM

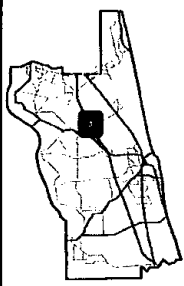
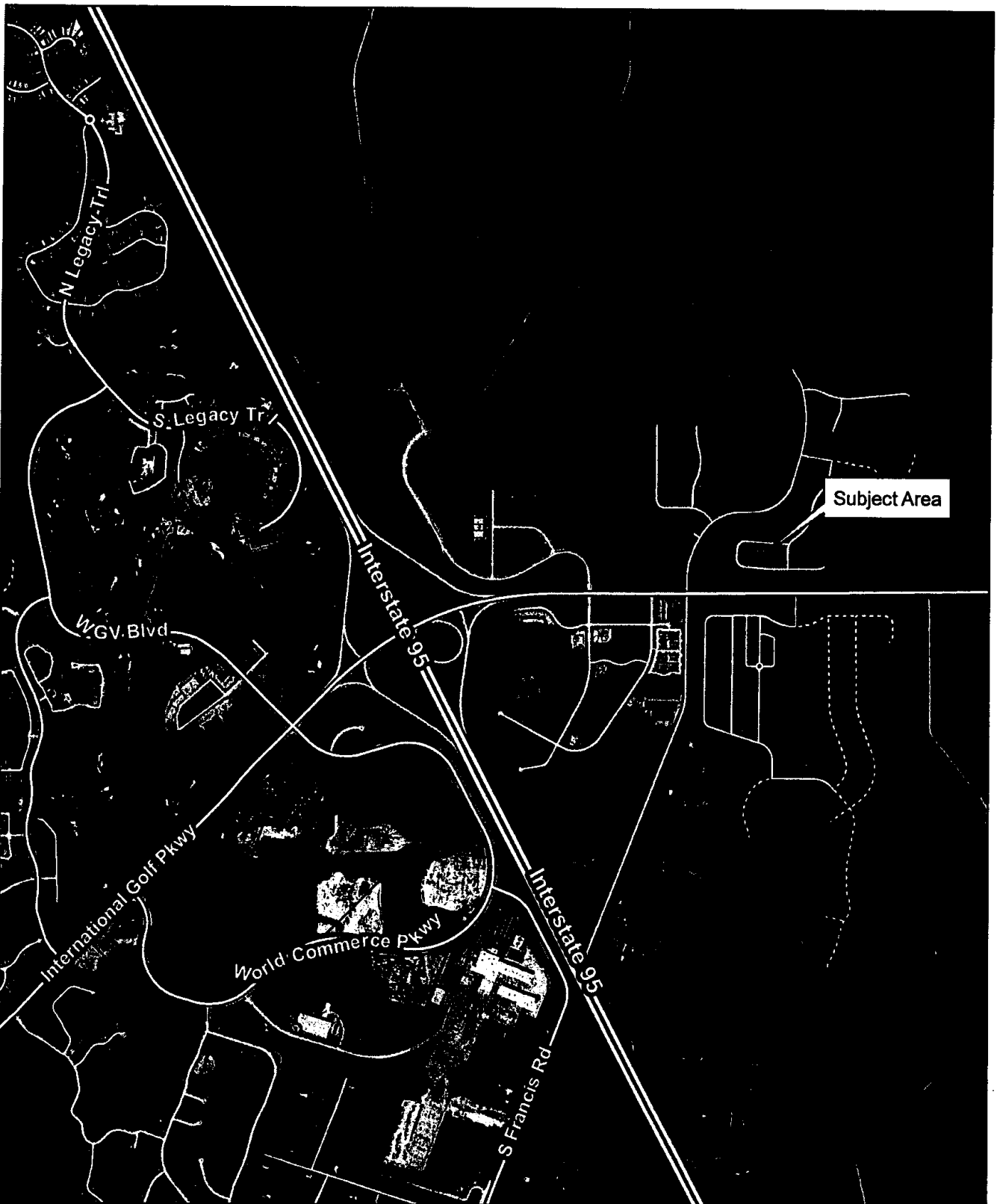
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Bannan Lakes Phase 1B-1A  
DATE: June 13, 2017

Please present the Easement, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Bannan Lakes Phase 1B-1A.

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  
 August 14, 2017

Bannock Lakes Phase 1B-1A  
*Easement & 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.