

RESOLUTION NO. 2018- 103

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR ACCESS AND UTILITIES, AND BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE REUSE, WATER AND SEWER SYSTEMS TO SERVE BANNON LAKES PHASE 1B-2 LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, AVH North Florida LLC, a Florida limited liability company, has executed and presented to the County an Easement for Access and Utilities, and a Bill of Sale and Schedule of Values, attached hereto as Exhibits "A," and "B," incorporated by reference and made a part hereof, conveying all personal property associated with the reuse, water and sewer systems to serve Bannon Lakes Phase 1B-2 located off International Golf Parkway; and

WHEREAS, Vallencourt Construction Co., Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty, attached hereto as Exhibits "C" and "D," incorporated by reference and made a part hereof, for work performed at Bannon Lakes Phase 1B-2; 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.

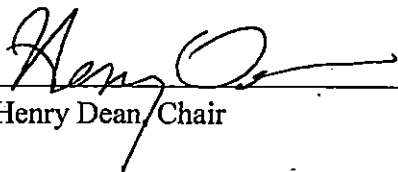
Section 2. The above described Easement for Access and Utilities, Final Release of Lien, Warranty, and Bill of Sale and Schedule of Values, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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 Court is instructed to record the original Easement for Access and Utilities and the Final Release of Lien, and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3 day of April, 2018.

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

By: 
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 4/5/18


Deputy Clerk

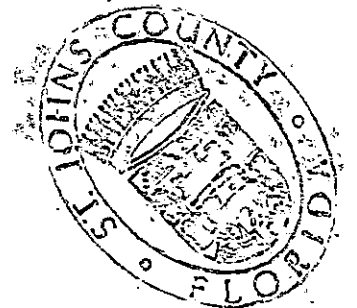


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 3rd day of MARCH, 2017 by AVH North Florida LLC, with an address of 2420 S. Lakemont Ave., Suite 450, Orlando, FL, 32814, 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. 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) 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 sewer force mains and 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:

[Signature]
Witness

Daniel Young
Print Name

[Signature]
Witness

Tami Delgado
Print Name

By: [Signature]
Its: Vice President

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 3 day of March, 2019 by Anthony S. Torio who is personally known to me or has produced identification. [Signature] as

[Signature]
Notary Public

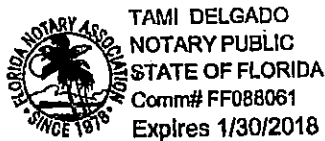


EXHIBIT "A"
EASEMENT AREA

The Easement area granted by this document includes all of the road rights of way labeled as Orchard Lane and Almond Point along with Tract E all as shown on the Plat Bannan Lakes Phase 1B-2, recorded in Map Book 83, Pages 34 through 39 of the public records of St. Johns County, Florida.

EXHIBIT "B"

INGRESS/EGRESS AREA

The Easement area granted by this document includes all of the road rights of way labeled as Orchard Lane and Almond Point along with Tract E all as shown on the Plat Bannon Lakes Phase 1B-2, recorded in Map Book 83, Pages 34 through 39 of the public records of St. Johns County, Florida.

EXHIBIT "B" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for

The Grove at Bannan Lakes Phase 1B-2

AVH North Florida LLC, 2420 S. Lakemont Ave., Suite 450, Orlando, FL, 32814, (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 The Grove at Bannan Lakes Phase 1B-2"

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 3 of March, 2017.

WITNESS:

D. Young
Witness Signature

Daniel Young
Print Witness Name

OWNER:

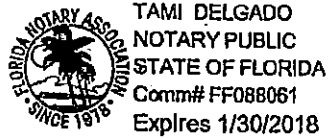
Anthony Iorio
Owner's Signature

Anthony Iorio
Print Owner's Name

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 3 day of March, 2017, by Anthony S. Iorio who is personally known to me or has produced _____ as identification.

Tami Delgado
Notary Public





St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Bannon Lakes Phase 1B-2 (The Grove)

Contractor: Vallencourt Construction Company Inc.

Developer: AV Homes

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(4)	Water Mains (Size, type & Pipe Class)				
	10" HDPE	LF	40	\$ 49.77	\$ 1,990.80
	8" DR 18 PVC	LF	1870	\$ 22.02	\$ 41,177.40
	6" DR 18 PVC	LF	80	\$ 14.73	\$ 1,178.56
	4" DR 18 PVC	LF	440	\$ 10.21	\$ 4,491.28
	2" Poly	LF	111	\$ 6.34	\$ 703.74
					\$ -
					\$ -
(4)	Water Valves (Size and type)				
	10" Gate Valve	Ea	1	\$ 2,403.69	\$ 2,403.69
	8" Gate Valve	Ea	2	\$ 1,580.98	\$ 3,161.97
	6" Gate Valve	Ea	3	\$ 1,037.07	\$ 3,111.22
	4" Gate Valve	Ea	1	\$ 855.68	\$ 855.68
(4)	Hydrants Assembly (Size and type)				
	Fire Hydrant	Ea	3	\$ 2,692.73	\$ 8,078.18
	Flushing Hydrant	Ea	2	\$ 944.35	\$ 1,888.70
(4)	Services (Size and type)				
	1.5" Single Water Service	Ea	35	\$ 773.65	\$ 27,077.91
	2" Double Water Service	Ea	8	\$ 914.58	\$ 7,316.66
Total Water System Cost					\$ 103,435.77



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Bannon Lakes Phase 1B-2 (The Grove)

Contractor: Vallencourt Construction Company Inc.

Developer: AV Homes

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Reuse Mains (Size, Type & Pipe Class)				
	10" HDPE	LF	40	\$ 43.43	\$ 1,737.14
	8" DR 18 PVC	LF	1060	\$ 20.65	\$ 21,889.80
	6" DR 18 PVC	LF	433	\$ 16.31	\$ 7,060.67
	4" DR 18 PVC	LF	390	\$ 11.37	\$ 4,435.76
	2" Poly	LF	177	\$ 9.56	\$ 1,692.76
					\$ -
					\$ -
(1)	Reuse Valves (Size and Type)				
	8" Gate Valve	EA	3	\$ 1,749.94	\$ 5,249.83
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
(1)	Hydrants Assembly (Size and Type)				
	Flushing Hydrant	EA	2	\$ 1,424.51	\$ 2,849.02
					\$ -
					\$ -
(1)	Services (Size and Type)				
	1.5" Single Service	EA	32	\$ 868.16	\$ 27,781.16
	2" Double Service	Ea	11	\$ 1,005.46	\$ 11,060.07
					\$ -
					\$ -
Total Reuse System Cost					\$ 83,756.22

EXHIBIT "C" TO RESOLUTION



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$364,060.16 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 2-28-17 to AV Homes to the following described property:

"See Exhibit A Schedule of Values for Bannan Lakes Subdivision Segment 2 / Bannan Lakes Blvd"

The waiver and release does not cover any retention or labor; services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 8th of March 2017.

WITNESS:

John Powers
Witness Signature

Gabriel Powers
Print Witness Name

OWNER:

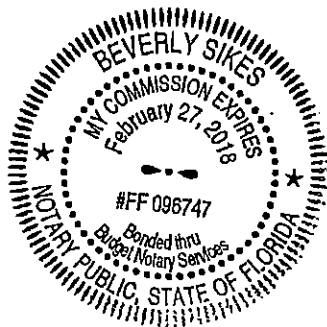
Michael Vallencourt II
Lienor's Signature

Michael Vallencourt II
Print Lienor's Name

State of FL
County of Clay

The foregoing instrument was acknowledged before me this 8th day of March, 2017, by Michael Vallencourt II who is personally known to me or has produced _____ as identification.

Beverly Sikes
Notary Public





St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Bannon Lakes Phase 1B-2 (The Grove)

Contractor: Vallencourt Construction Company Inc.

Developer: AV Homes

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(d)	Water Mains (Size, Type & Pipe Class)				
	10" HDPE	LF	40	\$ 49.77	\$ 1,990.80
	8" DR 18 PVC	LF	1870	\$ 22.02	\$ 41,177.40
	6" DR 18 PVC	LF	80	\$ 14.73	\$ 1,178.56
	4" DR 18 PVC	LF	440	\$ 10.21	\$ 4,491.28
	2" Poly	LF	111	\$ 6.34	\$ 703.74
					\$ -
					\$ -
(d)	Water Valves (Size and Type)				
	10" Gate Valve	Ea	1	\$ 2,403.69	\$ 2,403.69
	8" Gate Valve	Ea	2	\$ 1,580.98	\$ 3,161.97
	6" Gate Valve	Ea	3	\$ 1,037.07	\$ 3,111.22
	4" Gate Valve	Ea	1	\$ 855.68	\$ 855.68
(d)	Hydrants Assembly (Size and Type)				
	Fire Hydrant	Ea	3	\$ 2,692.73	\$ 8,078.18
	Flushing Hydrant	Ea	2	\$ 944.35	\$ 1,888.70
(d)	Services (Size and Type)				
	1.5" Single Water Service	Ea	35	\$ 773.65	\$ 27,077.91
	2" Double Water Service	Ea	8	\$ 914.58	\$ 7,316.66
Total Water System Cost \$					103,435.77



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Bannon Lakes Phase 1B-2 (The Grove)

Contractor: Vallencourt Construction Company Inc.

Developer: AV Homes

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Reuse Mains (Size, Type & Pipe Class)				
	10" HDPE	LF	40	\$ 43.43	\$ 1,737.14
	8" DR 18 PVC	LF	1060	\$ 20.65	\$ 21,889.80
	6" DR 18 PVC	LF	433	\$ 16.31	\$ 7,060.67
	4" DR 18 PVC	LF	390	\$ 11.37	\$ 4,435.76
	2" Poly	LF	177	\$ 9.56	\$ 1,692.76
					\$ -
					\$ -
(1)	Reuse Valves (Size and Type)				
	8" Gate Valve	EA	3	\$ 1,749.94	\$ 5,249.83
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
(1)	Hydrants Assembly (Size and Type)				
	Flushing Hydrant	EA	2	\$ 1,424.51	\$ 2,849.02
					\$ -
					\$ -
(1)	Services (Size and Type)				
	1.5" Single Service	EA	32	\$ 868.16	\$ 27,781.16
	2" Double Service	Ea	11	\$ 1,005.46	\$ 11,060.07
					\$ -
					\$ -
Total Reuse System Cost					\$ 83,756.22

EXHIBIT "D" TO RESOLUTION



WARRANTY
UTILITY IMPROVEMENTS

Date: 2-28-17

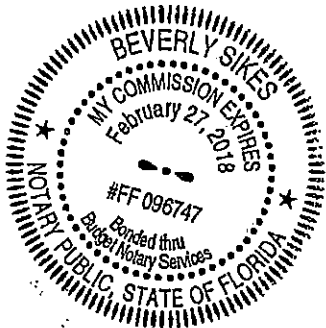
Project Title: Bannon Lakes Phase 1B-2
(The Grove) St. Johns County, Florida

FROM: Vallencourt Construction Co. Inc.
1701 Blanding Blvd
Middleburg, Fl 32068

TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.



Contractor:

Contractor's Signature

Michael Vallencourt II
Print Contractor's Name

State of FL
County of Clay

The foregoing instrument was acknowledged before me this 8th day of March, 2017, by Michael Vallencourt II who is personally known to me or has produced as identification.

Notary Public

EXHIBIT "E" 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: Bannon Lakes Phase 1B-2
DATE: February 6, 2018

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty Letter to the Board of County Commissioners (BCC) for final approval and acceptance of Bannon Lakes Phase 1B-2.

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
 0 250 500
 Feet
 March 8, 2018

**Easement for Utilities,
 Final Release of Lien,
 Warranty and Bill of Sale**

Bannan Lakes Phase 1B-2

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.

