

RESOLUTION NO. 2018-163

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES, AND BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE REUSE, WATER AND SEWER SYSTEMS TO SERVE WINDWARD RANCH PHASE SEVEN LOCATED OFF STATE ROAD 16.

RECITALS

WHEREAS, Lennar Homes, LLC, a limited liability company, has executed and presented to the County an Easement for 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 Windward Ranch Phase Seven located off State Road 16; and

WHEREAS, Vallencourt Construction Company, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Windward Ranch Phase Seven, attached hereto as Exhibits "C" and "D", incorporated by reference and made a part hereof; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "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 Utilities, Bill of Sale and Schedule of Values, Final Release of Lien, and Warranty, 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 Utilities and 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 19 day of June, 2018.

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

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

Pam Halterman
Deputy Clerk

RENDITION DATE 6/22/18



EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 2nd day of May, 2018 by Lennar Homes LLC, with an address of 9440 Philips Highway, Suite 7, Jacksonville, FL 32256, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, reuse water distribution system, gravity sewer collection system, 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.

(c) **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

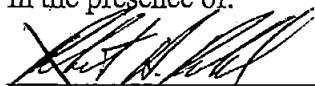
improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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

Robert A. Stahl

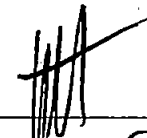
Print Name



Witness Signature

Joe Paronuma

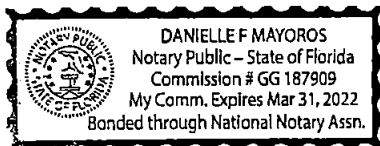
Print Name

By: 

Print Name: Scott Keily
Its: VP

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 2 day of May, 2018, by Scott Keily who is personally known to me or has produced _____ as identification.





Notary Public

EXHIBIT "A"

EASEMENT AREA

Being those private rights of ways depicted as Windward Ranch Phase Seven as recorded per the attached Plat being Map Book 86, Page 32 through 36, recorded in the Public Records of St. Johns County, Florida.

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erk of the Circuit Court St. Johns COUNTY FL

WINDWARD RANCH PHASE SEVEN

A TRACT OF LAND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AND A PORTION OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 86 PAGE 32
SHEET 1 OF 5 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND

CAPTION

A tract of land being a portion of the South 1/2 of Section 36, Township 6 South, Range 28 East and a portion of the North 1/2 of Section 1, Township 7 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Lot 237, according to the plat of Windward Ranch Phase Two, as recorded in Map Book 75, pages 10 through 21 of the Public Records of St. Johns County, Florida; thence S27°40'13"W along the South line of Lot 235-237 of said plat, for 157.92 feet; thence S32°0'47"E, along said South line, for 97.43 feet to the POINT OF BEGINNING of the parcel described herein;

Thence S85°58'33"E, for 223.00 feet; thence S28°10'18"W, for 105.04 feet; thence S24°58'10"W, for 121.23 feet; thence S85°03'50"E, for 8.24 feet to the point of curvature of a curve concave to the Northwest; thence southeasterly along the arc of said curve, having a radius of 476.00 feet, a central angle of 0°04'59", on an arc length of 8.21 feet and a chord bearing S55°20'19"E, for 8.21 feet; thence S24°11'27"W, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the Southeast; thence southeasterly along the arc of said curve, having a radius of 23.00 feet, a central angle of 110°50'38", on an arc length of 46.61 feet and a chord bearing S58°42'52"E, for 41.18 feet to the point of compound curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 125.00 feet, a central angle of 0°45'50", on an arc length of 0.30 feet and a chord bearing S01°06'38"W, for 0.30 feet to the point of tangency; thence S01°01'18"E, for 67.01 feet; thence N86°58'42"E, for 125.00 feet; thence S01°01'18"E, for 174.28 feet; thence S12°03'03"W, for 23.71 feet; thence S32°24'47"W, for 51.65 feet; thence S55°72'29"W, for 131.11 feet; thence S87°52'25"W, for 715.02 feet; thence N01°44'35"W, for 23.02 feet to the point of curvature of a curve concave to the Southwest; thence northeasterly along the arc of said curve, having a radius of 715.00 feet, a central angle of 0°50'18", on an arc length of 74.52 feet and a chord bearing N04°40'40"W, for 74.52 feet to the point of reverse curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 5°35'18", on an arc length of 41.58 feet and a chord bearing N40°10'17"E, for 37.15 feet; thence N01°44'35"W, radial to last said curve, for 50.00 feet; thence S87°52'25"W, for 174.43 feet to the point of curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 7°09'49", on an arc length of 32.23 feet and a chord bearing N53°34'47"W, for 30.24 feet to the point of reverse curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 715.00 feet, a central angle of 0°18'46", on an arc length of 116.22 feet and a chord bearing N20°14'27"W, for 119.09 feet to the point of reverse curvature of a curve concave to the Southwest; thence northeasterly along the arc of said curve, having a radius of 22.00 feet, a central angle of 88°41'14", on an arc length of 38.70 feet and a chord bearing N18°27'02"E, for 34.95 feet to the point of tangency; thence N53°47'40"E, for 50.74 feet to the point of curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 104.00 feet, a central angle of 45°28'27", on an arc length of 102.44 feet and a chord bearing N50°42'22"E, for 102.44 feet to the point of tangency; thence N57°40'13"E, for 497.28 feet to the point of curvature of a curve concave to the South; thence southeasterly along the arc of said curve, having a radius of 22.00 feet, a central angle of 78°33'01", on an arc length of 33.41 feet and a chord bearing N50°42'22"E, for 102.44 feet to the point of tangency; thence N57°40'13"E, for 497.28 feet to the point of curvature of a curve concave to the North; thence northeasterly along the arc of said curve, having a radius of 225.00 feet, a central angle of 0°03'49", on an arc length of 23.05 feet and a chord bearing S47°08'49"E, for 23.05 feet; thence N11°19'18"E, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the East; thence northeasterly along the arc of said curve, having a radius of 23.00 feet, a central angle of 108°23'54", on an arc length of 45.47 feet and a chord bearing N04°34'19"E, for 46.00 feet to the point of tangency; thence N57°40'13"E, for 103.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 11.25 acres, more or less.

Said lands situated, lying and being in St. Johns County, Florida.

ADOPTION AND DEDICATION

This is to certify that Lennar Homes, LLC, a Florida limited liability company ("Owner"), is the lawful owner of the lands described in this caption shown herein which shall hereinafter be known as Windward Ranch Phase Seven, and the Owner has caused the same to be surveyed and subdivided and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands.

The roads designated as Kartelu Drive and Marfona Way are hereby dedicated to the Windward Ranch Homeowners' Association, Inc., a Florida not-for-profit corporation ("Association"), its successors and assigns.

Tract "A" (Part); Tract "D" (Conservation); Tract "E" (Open Space) and Tract "D" (SWAG/USE) are hereby dedicated to the Association, its successors and assigns.

Owner hereby reserves the right of ingress and egress over all property and easements dedicated to the Association for the purpose of constructing and maintaining irrigation, drainage facilities, stormwater management facilities and utilities and further reserves the right to grant others the non-exclusive right of ingress and egress over said property and easements.

The Association, its successors and assigns does hereby grant to the present and future owners of the lots shown on this plat and their heirs, assigns, devisees, heirs, assigns and joint-tenants, successors and assigns, the protection and rescue services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by said owners to serve the land shown on this plat, holders of mortgage liens on said lands and such persons as owners may, from time to time, designate the non-exclusive and perpetual right of ingress and egress over and across said roads, subject to the preceding provisions and reasonable non-discriminatory regulations imposed by the Association, its successors and assigns.

The Owner hereby irrevocably and without reservation dedicates to St. Johns County, its successors and assigns, for the purposes of utilities, easements over, upon and under all road rights-of-way designated herein, for its non-exclusive use in conjunction with the installation, maintenance and use of the same, together with the right of ingress and egress to and over said road rights-of-way designated herein.

All easements shown on this plat, other than those specifically dedicated herein, are and shall remain privately owned and the sole and exclusive property of the undersigned Owner, its successors and assigns, if any, of said easements. The undersigned Owner retains the obligation for maintenance of all easements shown on this plat for drainage or landscape purposes provided however, the undersigned Owner reserves the right to assign the obligation for maintenance of said easements to the Association, or other such entity and will assume all obligation of maintenance and operation thereof under the plat.

Any utility easements shown herein and also be easements for the construction, installation, maintenance, and operation of cable television services in the manner and subject to the provisions of Section 177.001(28) of the Florida Statutes; provided however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of any electric, telephone, gas or other public utility. However, any cable television service providers specifically authorized by the undersigned owner, its successors and assigns to serve the lands shown on this plat, shall have the benefit of said cable television service easements.

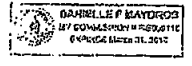
Those easements designated as "FPL Easements" are hereby irrevocably dedicated to Florida Power & Light Company, its successors and assigns, for its non-exclusive use in conjunction with its underground electrical system. Additional utility easements may be granted to Florida Power & Light Company over additional portions of the plat as needed, the rights reserved hereby for the construction, installation, maintenance and operation of electrical service.

Owner hereby reserves and shall have the sole and absolute right, at any time, with the consent of the governing body of any municipality or other governmental body public then having jurisdiction over the lands involved, to dedicate to the public or to any part of the lands or easements remaining privately owned by it.

In witness whereof, the Owner has caused this plat and dedication to be executed by its duly elected officers, acting by and with the authority of the Board of Directors.

OWNER: Lennar Homes, LLC
Florida limited liability company
BY: [Signature]
Scott Keeling
Vice President
WITNESSES: [Signature] Witness
[Signature] Witness
Christy King Phil Homey
CIGI DACAWAY Phil Homey

STATE OF FLORIDA, COUNTY OF DUVAL
The foregoing instrument was acknowledged before me this 16 day of MAY, A.D., 2017, by Scott Keeling, Vice President, Lennar Homes, LLC, as being personally known to the undersigned and did not take an oath, or produce identification.
My Commission Expires: March 31, 2018
Commission Number: 66 009116
Name: Danielle Mayors



CERTIFICATE OF APPROVAL - GROWTH MANAGEMENT

This is to certify that this plat of Windward Ranch Phase Seven, has been by the County Growth Management Department for St. Johns County, Florida, on this day of May, A.D., 2017.

[Signature]
Director of the Growth Management Department

CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

This is to certify that this plat of Windward Ranch Phase Seven, has been by the Board of County Commissioners of St. Johns County, Florida on this day of May, A.D., 2017.

[Signature]
Chairman, Board of County Commissioners

CERTIFICATE OF REVIEW - COUNTY ATTORNEY

This is to certify that this plat of Windward Ranch Phase Seven, has been by the Office of the St. Johns County Attorney on this 17th day of May, A.D., 2017.

[Signature]
Office of the County Attorney

CERTIFICATE OF CLERK

This is to certify that this plat has been examined and approved and that the requirements of Chapter 177, Florida Statutes, and its recorded in Map Book of 86-316 of the Public Records of St. Johns County, Florida, on this day of May, A.D., 2017.

[Signature]
Clerk of the Circuit Court

CERTIFICATE OF PLAT REVIEW

This is to certify that this plat has been reviewed for conformity to Plat Part 1, Platting, by the Office of the County Surveyor for St. Johns County, Florida, on this day of MAY, A.D., 2017.

[Signature]
Cecil Oliver, P.E., County Surveyor
Professional Land Surveyor and Mapper
License Number LS 4564

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a true and correct representation of it and described in the caption; that the survey was made under the direction and supervision; that the survey data complies with all of the Statute 177; that the Permanent Reference Monuments (PRM), Permanent and the lot corners will be documented in accordance with Chapter and Chapter 83-17, Florida Administrative Code.

Certified this 19TH day of MAY, A.D. 2017.

[Signature]
Kelli L. Bartram, P.E.
Professional Land Surveyor
License Number LS 5172



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LD 49981
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 316 SUITE 108
ORLEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

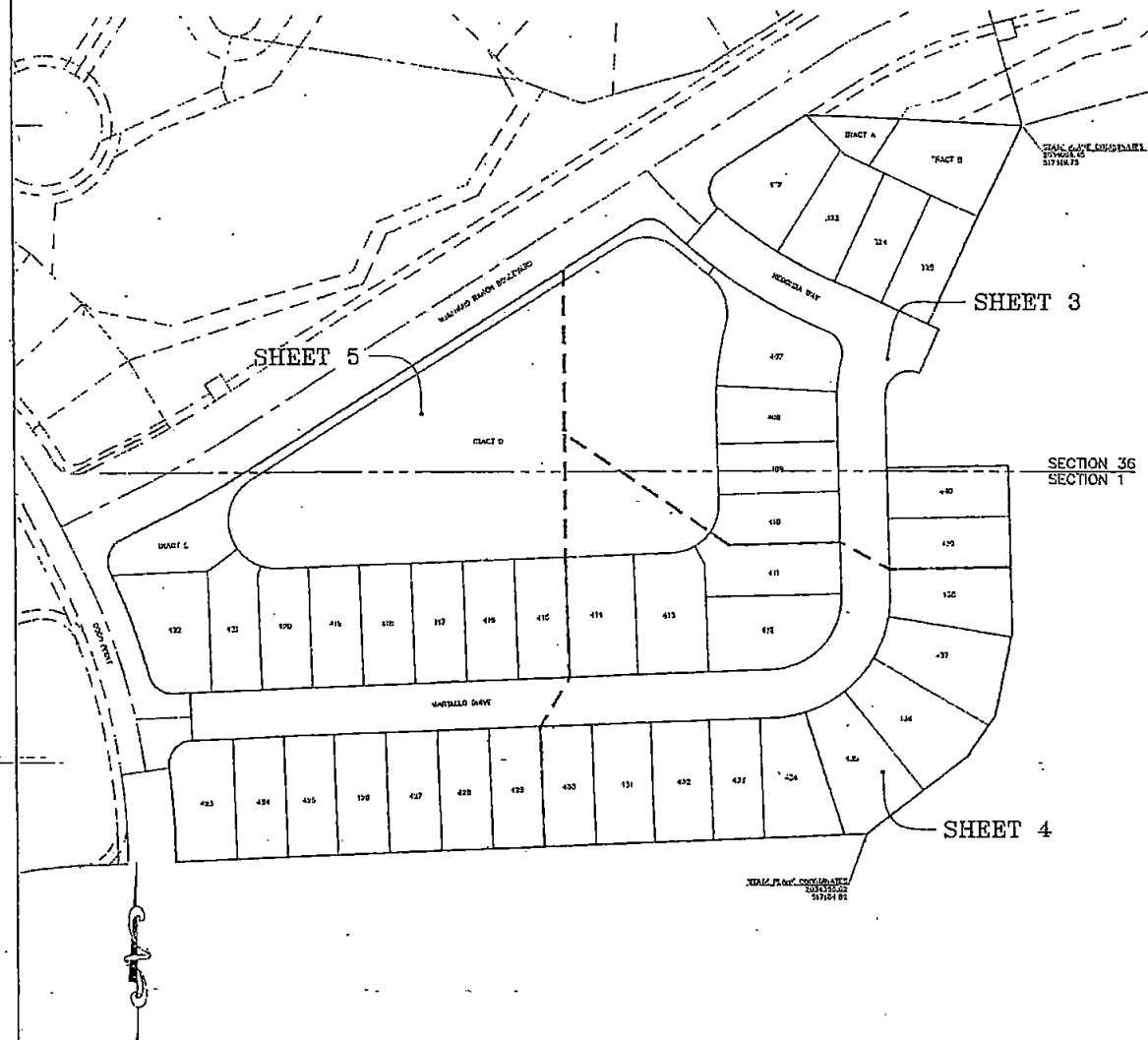
Being those private rights of ways depicted as Windward Ranch Phase Seven as recorded per the attached Plat being Map Book 86, Page 32 through 36, recorded in the Public Records of St. Johns County, Florida.

EASEMENT AREA
EXHIBIT "A"

WINDWARD RANCH PHASE SEVEN

A TRACT OF LAND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AND A PORTION OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGES 28 EAST, ST. JOHNS COUNTY, FLORIDA

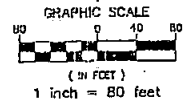
MAP BOOK 86 PAGE 33
SHEET 2 OF 5 SHEETS



- LEGEND**
- U.R. - DENOTES OFFICIAL RECORDS BOOK
 - M.B. - DENOTES MAP BOOK
 - Pg(S). - DENOTES PAGE(S)
 - UOE - DENOTES UNOBSERVED DRAINAGE EASEMENT
 - SMF - DENOTES STORMWATER MANAGEMENT FACILITY
 - UD/E - DENOTES UNOBSERVED DRAINAGE & ACCESS EASEMENT
 - UE - DENOTES UTILITY EASEMENT
 - PC - DENOTES POINT OF CURVATURE
 - PRC - DENOTES POINT OF REVERSE CURVATURE
 - PT - DENOTES POINT OF TANGENCY
 - PI - DENOTES POINT OF INTERSECTION
 - PCU - DENOTES POINT OF COUNTER CURVATURE
 - RP - DENOTES RADUS POINT
 - BLVD - DENOTES BOULEVARD
 - (NR) - DENOTES NON-RADIAL
 - (R) - DENOTES RADIAL
 - - DENOTES SET 4"x4" CONCRETE ALIGNMENT "BIS FROM 176891"
 - - DENOTES FOUND 4"x4" CONCRETE MONUMENT "BIS FROM 168891"
 - - DENOTES FOUND OR SET NAIL & DISC "BIS PCP 168891"
 - DEV - DENOTES DEVELOPMENT
 - R/W - DENOTES RIGHT-OF-WAY
 - FF&L - DENOTES FLORIDA POWER & LIGHT
 - W - DENOTES WETLANDS
 - ▨ - DENOTES UNDISTURBED UPLAND BUFFER

GENERAL NOTES

1. Bearings are based upon the South line of Lot 297, according to the plat of Windward Ranch Phase Two, as recorded in Map Book 76, pages 10-21 of the Public Records of St. Johns County, Florida, being 55749137W.
2. All drainage easements are unobserved unless otherwise noted.
3. The easements shown hereon and designated as unobserved easements shall remain solely unobserved by any permanent improvements which may impede the use of said easements. The construction of driveways and the installation of fences, hedges and landscaping is permissible but subject to removal at the expense of each lot owner for the removal and/or replacement of such items.
4. All granted utility easements shall provide that each easement shall also be easements for the construction, installation, maintenance, and operation of cable television services, provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.
5. **NOTICE:** This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described hereon and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.
6. Current law provides that no construction, filing, removal of earth, cutting of trees or other plants shall take place wetland of the jurisdictional wetland line as shown on this plat without the approval of this county and/or any other federal state or local governmental regulatory agencies with jurisdiction over such activities. It is the responsibility of the lot owner, his agents and his entity performing any activity within this area to obtain the necessary written approvals prior to the beginning of any work. The jurisdictional wetland line shown hereon may be superseded and recertified at any time, by the appropriate authorities.
7. State plane coordinates shown hereon are based on NAD 83/90 State Plane, Florida East Zone (Zone 1801) in U.S. survey feet and are for GPS purposes only.
8. Upland buffers adjacent to wetlands are to remain natural, vegetative and undisturbed.
9. That Grant of Easement for Storm Retention Pond, recorded in Official Records Book 3685, page 1, is blanket in nature and not political.



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION NO. 8891
LAND SURVEYORS - FLORIDA - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 316 SUITE 108
GREEN COVE SPRINGS, FL 32049
(904) 284-2224 FAX (904) 284-2258



WINDWARD RANCH PHASE SEVEN

A TRACT OF LAND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 28 EAST, AND A PORTION OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

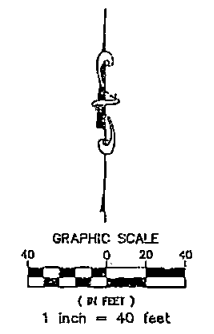
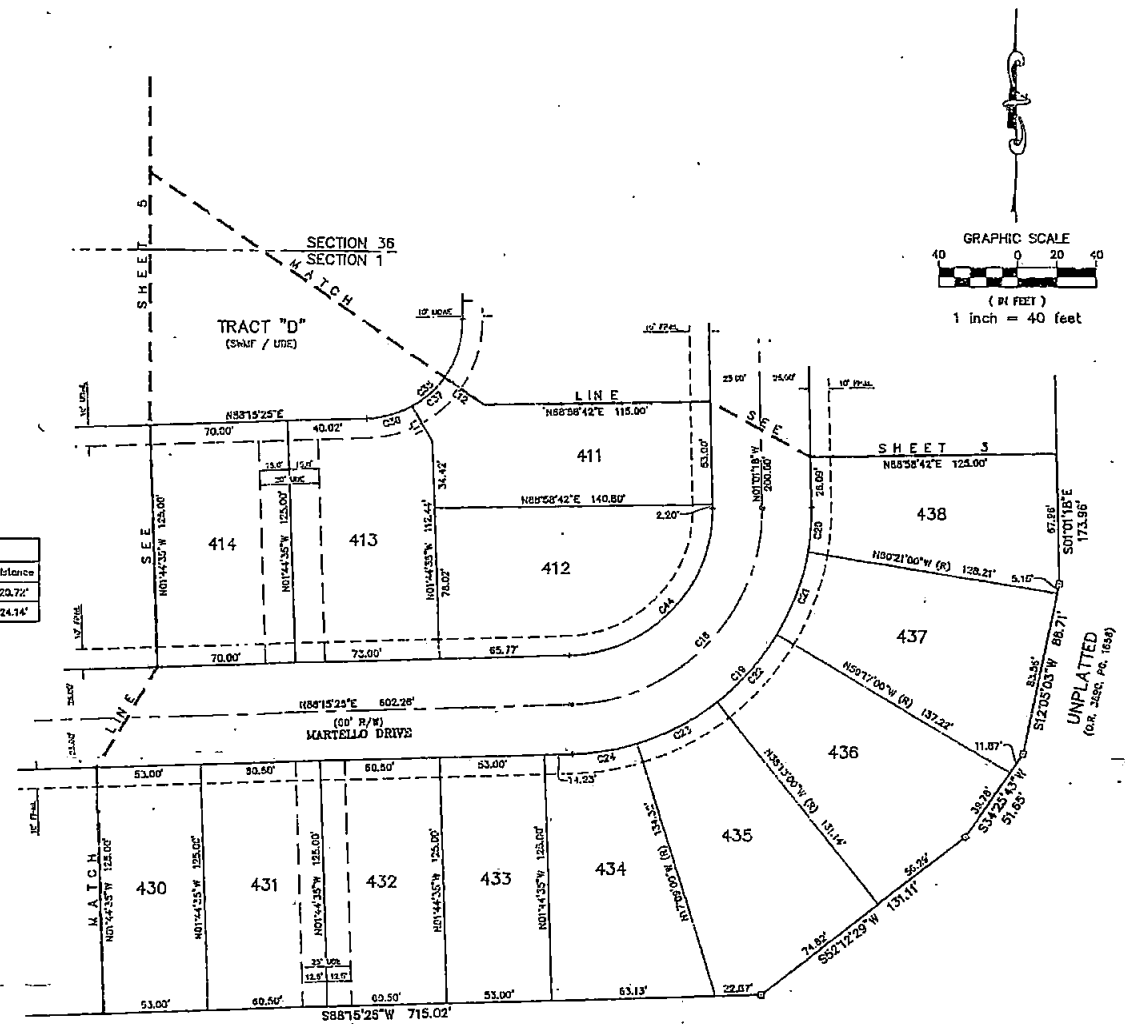
MAP BOOK 86 PAGE 35

SHEET 4 OF 5 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND

Curve Table				
Curve #	Radius	Delta	Arc	Chord Bearing
C16	100.00'	89°16'43"	135.02'	N43°37'04"E
C19	125.00'	89°16'43"	194.78'	N43°37'04"E
C20	125.00'	10°40'18"	23.28'	N04°18'51"E
C21	125.00'	21°04'00"	45.88'	N20°11'00"E
C22	125.00'	21°04'00"	45.98'	N41°15'00"E
C23	125.00'	21°04'00"	45.98'	N62°19'00"E
C24	125.00'	15°24'25"	33.91'	N80°33'13"E
C25	50.00'	89°18'43"	77.91'	N43°37'04"E
C36	50.00'	27°47'53"	24.28'	N74°21'29"E
C37	50.00'	25°30'21"	22.28'	N47°42'22"E
C44	75.00'	89°16'43"	116.87'	N43°37'04"E

Line Table		
Line #	Bearing	Distance
L11	N29°32'27"W (R)	20.72'
L12	N55°02'48"W (R)	24.14'



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
 CERTIFICATE OF AUTHORIZATION LB #0091
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1801 COUNTY ROAD 316 SUITE 100
 GREEN COVE SPRINGS, FL 32043
 (904) 284-2224 FAX (904) 284-2206



EXHIBIT "B" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for

(Windward Ranch Phase 7 (fka. Encanta PUD))

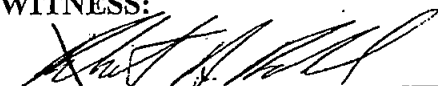
(Lennar Homes, LLC; 9440 Philips Highway, Suite 7, Jacksonville, FL 32256),
(the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and
other good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, hereby grants, bargains, sells, transfers 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)

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 8th of November, 2017.

WITNESS:




Witness Signature

Robert A. Decker

Print Witness Name

OWNER:




Owner's Signature

Scott Keiling

Print Owner's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 8th day of
November, ~~2007~~ 2017 by Scott Keiling
who is personally known to me or has produced _____ as
identification.



Notary Public



EXHIBIT "A" TO BILL OF SALE



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Windward Ranch Phase 7

Contractor: Vallencourt Construction Company Inc.

Developer: Lennar

Item	Unit	Quantity	Unit Cost	Total Cost
Force Mains (Size, Type & Pipe Class)				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sewer Valves (Size and Type)				
				\$ -
				\$ -
				\$ -
				\$ -
Gravity Mains (Size, Type & Pipe Class)				
				\$ -
8" SDR 26 PVC	Linear Feet	923	\$ 32.15	\$ 29,674.45
				\$ -
				\$ -
Laterals (Size and Type)				
6" SDR 26 PVC	Each	39	\$ 576.57	\$ 22,486.23
				\$ -
				\$ -
Manholes (Size and Type)				
Type A				
4-6' Feet Deep	Each	1	\$ 2,943.13	\$ 2,943.13
6-8" Feet Deep	Each	2	\$ 4,396.51	\$ 8,793.02
8-10' Feet Deep	Each	2	\$ 5,250.25	\$ 10,500.50
				\$ -
				\$ -
Lined MH				
6-8' Feet Deep	Each	1	\$ 8,196.68	\$ 8,196.68
				\$ -
				\$ -
				\$ -
				\$ -
Lift Station:				
Mechanical Equipment	Lump Sum			\$ -
Process Piping	Lump Sum			\$ -
Process Structure	Lump Sum			\$ -
Process Electrical Equipment	Lump Sum			\$ -
Other Improvements				\$ -
Total Sewer System Cost				\$ 82,594.01



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Windward Ranch Phase 7

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size, Type & Pipe Class)	LF			\$ -
	8" DR18 PVC	LF	1200	\$ 16.75	\$ 20,100.00
	6" DR18 PVC	LF	20	\$ 12.00	\$ 240.00
					\$ -
	10" HDPE	LF	50	\$ 44.60	\$ 2,230.00
					\$ -
					\$ -
					\$ -
(1)	Water Valves (Size and Type)	EA			\$ -
	8" Gate Valve	EA	3	\$ 1,169.99	\$ 3,509.97
	6" Gate Valve	EA	2	\$ 778.56	\$ 1,557.12
					\$ -
					\$ -
					\$ -
(1)	Hydrant Assembly (Size and Type)	EA			\$ -
	Fire Hydrant	EA	2	\$ 2,209.73	\$ 4,419.46
	Flushing Hydrant	EA	1	\$ 785.92	\$ 785.92
					\$ -
					\$ -
(d)	Services (Size and Type)	EA			\$ -
	Single Water Service	EA	25	\$ 585.25	\$ 14,631.25
	Double Water Service	EA	7	\$ 727.18	\$ 5,090.26
					\$ -
					\$ -
Total Water System Cost					\$ 52,563.98

Note: Asset Type (1) Water Pipeline and Appurteances



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Windward Ranch 7
Contractor:	Vallencourt Construction Company, Inc
Developer:	Lennar

Reuse Mains (Size, Type & Pipe Class)	UNIT	QUANTITY	UNIT COST	TOTAL COST
12" DR18 PVC	LF			\$ -
10" DR18 PVC	LF			\$ -
8" DR18 PVC	LF	240	\$ 27.50	\$ 6,600.00
6" DR18 PVC	LF			\$ -
4" DR18PVC	LF	860	\$ 13.74	\$ 11,816.40
2" HDPE PVC	LF			\$ -
12" HDPE	LF			\$ -
10" HDPE	LF	50	\$ 44.60	\$ 2,230.00
8" HDPE	LF			\$ -
Reuse Valves (Size and Type)				
12" Gate Valve	Ea			\$ -
10" Gate Valve	Ea			\$ -
8" Gate Valve	Ea	1	\$ 1,183.27	\$ 1,183.27
6" Gate Valve	Ea			\$ -
4" Gate Valve	Ea	2	\$ 642.60	\$ 1,285.20
Services (Size and Type)				
Flushing Hydrants	Ea	1	\$ 718.30	\$ 718.30
Single Services	Ea	18	\$ 599.06	\$ 10,783.08
Double Service	Ea	10	\$ 727.18	\$ 7,271.80
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ 41,888.05

EXHIBIT "C" TO RESOLUTION



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$177,046.04 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 01-23-2018 to Lennar Homes to the following described property:

See Exhibit A

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

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 23 of Jan, 2018.

WITNESS:

[Signature]
Witness Signature

Gabriel Powers
Print Witness Name

OWNER:

[Signature]
Lienor's Signature

Michael Vallencourt II
Print Lienor's Name

State of Florida
County of Clay

The foregoing instrument was acknowledged before me this 23 day of January, 2018, by Michael A. Vallencourt who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

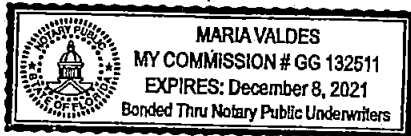


EXHIBIT "A" TO FINAL RELEASE OF LIEN



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Windward Ranch Phase 7

Contractor: Vallencourt Construction Company Inc.

Developer: Lennar

Item	Unit	Quantity	Unit Cost	Total Cost
Force Mains (Size, Type & Pipe Class)				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sewer Valves (Size and type)				
				\$ -
				\$ -
				\$ -
				\$ -
Gravity Mains (Size, Type & Pipe Class)				
				\$ -
8" SDR 26 PVC	Linear Feet	923	\$ 32.15	\$ 29,674.45
				\$ -
				\$ -
Laterals (Size and type)				
6" SDR 26 PVC	Each	39	\$ 576.57	\$ 22,486.23
				\$ -
				\$ -
Manholes (Size and type)				
Type A				
4-6' Feet Deep	Each	1	\$ 2,943.13	\$ 2,943.13
6-8" Feet Deep	Each	2	\$ 4,396.51	\$ 8,793.02
8-10' Feet Deep	Each	2	\$ 5,250.25	\$ 10,500.50
				\$ -
				\$ -
Lined MH				
6-8' Feet Deep	Each	1	\$ 8,196.68	\$ 8,196.68
				\$ -
				\$ -
				\$ -
				\$ -
Lift Station				
Mechanical Equipment	Lump Sum			\$ -
Process Piping	Lump Sum			\$ -
Process Structure	Lump Sum			\$ -
Process Electrical Equipment	Lump Sum			\$ -
Other Improvements				\$ -
Total Sewer System Cost				\$ 82,594.01



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Windward Ranch Phase 7

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
					\$ -
	8" DR18 PVC	LF	1200	\$ 16.75	\$ 20,100.00
	6" DR18 PVC	LF	20	\$ 12.00	\$ 240.00
					\$ -
	10" HDPE	LF	50	\$ 44.60	\$ 2,230.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	8" Gate Valve	EA	3	\$ 1,169.99	\$ 3,509.97
	6" Gate Valve	EA	2	\$ 778.56	\$ 1,557.12
					\$ -
					\$ -
					\$ -
	Fire Hydrant	EA	2	\$ 2,209.73	\$ 4,419.46
	Flushing Hydrant	EA	1	\$ 785.92	\$ 785.92
					\$ -
					\$ -
	Single Water Service	EA	25	\$ 585.25	\$ 14,631.25
	Double Water Service	EA	7	\$ 727.18	\$ 5,090.26
					\$ -
					\$ -
Total Water System Cost					\$ 52,563.98

Note: Asset Type (1) Water Pipeline and Appurtenances



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:

Windward Ranch 7

Contractor:

Vallencourt Construction Company, Inc

Developer:

Lennar

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
12" DR18 PVC	LF			\$ -
10" DR18 PVC	LF			\$ -
8" DR18 PVC	LF	240	\$ 27.50	\$ 6,600.00
6" DR18 PVC	LF			\$ -
4" DR18PVC	LF	860	\$ 13.74	\$ 11,816.40
2" HDPE PVC	LF			\$ -
12" HDPE	LF			\$ -
10" HDPE	LF	50	\$ 44.60	\$ 2,230.00
8" HDPE	LF			\$ -
Reuse Valves (Size and Type)				
12" Gate Valve	Ea			\$ -
10" Gate Valve	Ea			\$ -
8" Gate Valve	Ea	1	\$ 1,183.27	\$ 1,183.27
6" Gate Valve	Ea			\$ -
4" Gate Valve	Ea	2	\$ 642.60	\$ 1,285.20
Services (Size and Type)				
Flushing Hydrants	Ea	1	\$ 718.30	\$ 718.30
Single Services	Ea	18	\$ 599.06	\$ 10,783.08
Double Service	Ea	10	\$ 727.18	\$ 7,271.80
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ 41,888.05

EXHIBIT "D" TO RESOLUTION



WARRANTY
UTILITY IMPROVEMENTS

Date: 01-23-2018

Project Title: Windward Ranch Phase 7
St. Johns County, Florida

FROM: Vallencourt Construction Company 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:

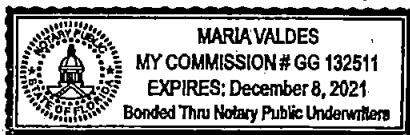
Contractor's Signature

Michael Vallencourt II

Print Contractor's Name

State of Florida
County of Clay

The foregoing instrument was acknowledged before me this 23 day of January, 2018, by Michael A. Vallencourt who is personally known to me or has produced as identification.



Maria Valdes
Notary Public



St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Windward Ranch Phase Seven
DATE: April 11, 2018

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Windward Ranch Phase Seven.

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.

