

RESOLUTION NO. 2018- 196

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 WATER AND SEWER SYSTEMS TO SERVE PALENCIA NORTH PHASE III A-4 LOCATED OFF US 1 NORTH.

RECITALS

WHEREAS, Lennar Homes, LLC, a limited liability company, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, associated with the water and sewer systems to serve Palencia North Phase III A-4 located off US 1 North; and

WHEREAS, Sweetwater Creek Community Development District, has executed and presented to the County a Bill of Sale and Schedule of Values, attached hereto as Exhibit "B," incorporated by reference and made a part hereof, conveying all personal property associated with the water and sewer systems to serve Palencia North Phase III A-4; and

WHEREAS, Florida Roads Contracting, LLC, a limited liability company, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Palencia North III A-4, 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 17th day of July, 2018.

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

By: Paul M. Waldron
Paul M. Waldron, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk

Robert S. Platt
Deputy Clerk

RENDITION DATE 7/19/2018



EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7th day of FEBRUARY, 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, 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.

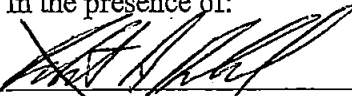
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, 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.

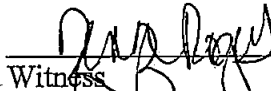
Signed, sealed and delivered
In the presence of:



Witness

Robert A. Zahal

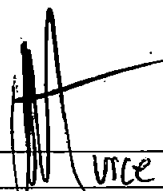
Print Name



Witness

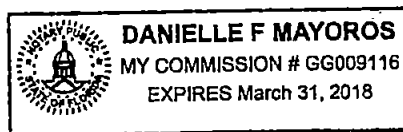
RRB Rogers

Print Name

By: 
Its: vice President

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 7 day of February, 2018, by Scott Keiling 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 GLORIETA DRIVE as recorded per the attached Plat being Map Book 87, Page 56 through 63, recorded in the Public Records of St. Johns County, Florida.

PALENCIA NORTH PHASE III A-4

PART OF THE ROQUE LEONARDI GRANT, SECTION 61, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA

MAP BOOK 82 PAGE 56
SHEET 1 OF 8 SHEETS

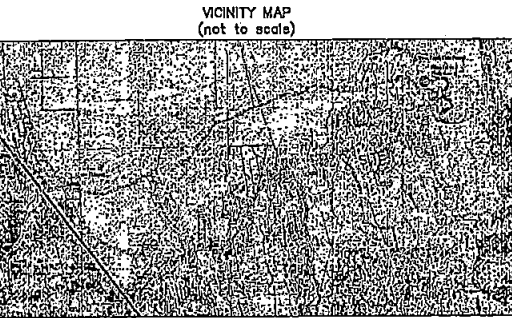
CAPTION

A parcel of land lying in the Roque Leonardi Grant, Section 61, Township 5 South, Range 29 East, St. Johns County, Florida, being a portion of "A" PARCEL 4" as described in Official Records Book 3822, page 622, of the Public Records of said County, said parcel being more particularly described as follows:

BEGIN at the intersection of the Easterly right-of-way line of Lee Collins Boulevard (a variable width right-of-way as now established) according to plat of Palencia North Phase II A, as recorded in Map Book 88, pages 10 through 16, of said Public Records, with the Southerly line of Tract "D", said Palencia North Phase II A, thence along said Southerly line, run the following 7 courses: 1) N60°00'00"E, 73.00 feet; 2) S72°00'00"E, 200.00 feet; 3) S55°00'00"E, 101.00 feet; 4) S18°00'00"E, 100.00 feet; 5) S40°00'00"E, 100.00 feet; 6) S40°00'00"E, 153.43 feet; 7) N70°00'00"E, 103.33 feet; thence continue along said line, and then along the Southerly line of Tract "C", Palencia North Phase II B, according to Map Book 71, pages 74 through 76, of said Public Records, S53°00'00"E, 101.22 feet; thence along said Southerly line of Tract "C", run the following 2 courses: 1) N64°00'00"E, 125.00 feet; 2) S73°00'00"E, 223.00 feet to the Southeastly corner of said Tract "C", thence along the Westerly line of Tract "A", Palencia North Phase II B, according to Map Book 73, pages 88 through 97, of said Public Records, S18°00'00"E, 643.23 feet; thence departing said line, S74°00'00"W, 147.98 feet; thence S82°24'45"W, 81.03 feet; thence S58°24'15"W, 281.71 feet; thence S58°34'15"W, 203.85 feet; thence N31°25'45"W, 17.85 feet; thence S58°24'15"W, 130.50 feet; thence S31°25'45"E, 103.35 feet to the point of curvature of a curve concave to the Southeast; thence Southeastly along the arc of said curve, having a radius of 340.00 feet, a central angle of 123°03', an arc length of 74.05 feet, and a chord bearing of S28°11'13"W, 73.84 feet to the point of compound curvature of a curve concave to the Northwest; thence Southeastly along the arc of said curve, having a radius of 55.00 feet, a central angle of 87°07'41", an arc length of 82.12 feet, and a chord bearing of S29°33'39"W, 82.39 feet to the point of tangency; thence S78°03'58"W, 82.84 feet; thence S27°44'57"E, 21.75 feet; thence S77°44'38"W, 144.04 feet; thence N34°35'42"W, 74.75 feet; thence N17°57'43"W, 88.15 feet; thence N18°00'13"W, 126.35 feet; thence N17°43'56"W, 119.57 feet; thence N18°33'06"W, 126.90 feet; thence N44°41'58"W, 418.87 feet to the most Southerly corner of Tract "B", said Palencia North Phase II A; thence along the Easterly line thereof, N15°00'00"E, 805.32 feet to the Northeastly corner of said Tract "B", thence along the Northerly line thereof, N75°00'00"W, 103.81 feet to a point on said Easterly right-of-way line of Lee Collins Boulevard, said point being on a curve concave to the West; thence along said right-of-way line, run the following 7 courses: 1) Northerly along the arc of said curve, having a radius of 330.00 feet, a central angle of 130°00', an arc length of 102.10 feet, and a chord bearing of N17°30'00"E, 191.81 feet to the point of tangency; 2) N02°00'00"E, 84.88 feet to the point of curvature of a curve concave to the Southeast; 3) Northerly along the arc of said curve, having a radius of 25.00 feet, a central angle of 91°17'23", an arc length of 39.83 feet, and a chord bearing of N45°30'42"E, 35.78 feet; 4) N02°00'22"W, 60.12 feet to a point on a curve concave to the Northeast; 5) Northerly along the arc of said curve, having a radius of 25.00 feet, a central angle of 05°07'16", an arc length of 37.16 feet, and a chord bearing of N48°37'38"W, 33.52 feet to the point of tangency; 6) N04°00'00"W, 111.85 feet to the point of curvature of a curve concave to the East; 7) Northerly along the arc of said curve, having a radius of 25.00 feet, a central angle of 04°00'00", an arc length of 17.45 feet, and a chord bearing of N02°00'00"W, 17.45 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 22.50 acres, more or less.

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



ADOPTION AND DEDICATION

This is to certify that Lenor Homes, LLC, a Florida limited liability company ("Owner"), is the lawful owner of the lands described in the caption shown herein which shall hereinafter be known as PALENCIA NORTH PHASE III A-4, 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 road designated as GLORETA DRIVE shall remain privately owned and the sole and exclusive property of the Owners, its successors and assigns; provided however, the Owner reserves the right to convey title to said road to an entity, including without limitation, a property owners' association, a municipal services taxing unit, community development district, or other such entity as will assume all obligation of maintenance and operation thereof under the plat. Tracts A, B, F, G, H, I, J, K, L, M, N, and O (Gardenside Avenue) and Tract E (Stiermeyer Management Facility), shall remain privately owned and the sole and exclusive property of the Owners, its successors and assigns; provided however, the Owner reserves the right to convey title to said tracts to an entity, including without limitation, a property owners' association, a municipal services taxing unit, community development district, or other such entity as will assume all obligation of maintenance and operation thereof under the plat.

Owner hereby reserves unto itself the right of ingress and egress over all property and easements for the purposes of construction and maintaining 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 Owner, its successors and assigns, hereby grants to the present and future owners of the lots and tracts shown on this plat and its successors and assigns, poles, towers, conduits, taps, delivery, pick-up and fire protection service providers, poles and other attachments of the low, United States postal carriers, representatives of the utilities, telecommunication and cable service companies authorized by said owners in writing to serve the land shown herein, holders of mortgages liens on such lands and such other persons as may be designated, the non-exclusive and perpetual right of ingress and egress over and across the private roadway shown on this plat. The Owner, its successors and assigns, retains and shall have the unrestricted and absolute right to deny ingress to any person who may create or participate in a disturbance or nuisance on any part of the lands shown herein, unless such person has been granted or caused to be a unit of government, in which case it shall be governed in accordance with applicable local, state or federal law.

The Owner hereby irrevocably and without reservation dedicates to St. Johns County, a political subdivision, its successors and assigns, easements over, upon and under all road right-of-way designated herein for its non-exclusive use in conjunction with the installation, maintenance and use of St. Johns County, a political subdivision, utilities, together with the right of St. Johns County, a political subdivision, its successors and assigns, of ingress and egress to and over said road right-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 releases 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 a property owners' association, a municipal services taxing unit, community development district or other such entity and will assume all obligation of maintenance and operation thereof under the plat.

The Owner does hereby reserve to itself, its successors and assigns, an easement for ingress and egress over any easements shown on this plat, in addition, any utility easements shown across said easement for the construction, installation, maintenance, and operation of cable television services in the manner and subject to the provisions of Section 177.091(26) 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, only 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 "PPL 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 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 governing body public that has jurisdiction over the lands involved, to dedicate to the public all or 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 dated officers, acting by and with the authority of the Board of Directors.

OWNER: Lenor Homes, LLC
a Florida limited liability company
By: Scott Kellogg, Vice President
Christy King, Cynthia Arnold
Christy Kiddy, Cynthia Arnold
P.L.L.C.

STATE OF FLORIDA, COUNTY OF DUVAL
The foregoing instrument was acknowledged before me this 28 day of September A.D., 2017, by Scott Kellogg, Vice President, Lenor Homes, LLC, an authorized Officer, he being personally over the undersigned and did take an oath, or produce identification.

My Commission Expires: 3/31/18
Notary Public, State of Florida at Large

Commission Number: 66009116
Name: Danielle Mayhew

CERTIFICATE OF APPROVAL - GROWTH MANAGEMENT DEPARTMENT

This is to certify that this plat of PALENCIA NORTH PHASE III A-4, has been examined and approved by the County Growth Management Department for St. Johns County, Florida on this 28 day of September A.D., 2017.

Signature of Growth Management Department official.

CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

This is to certify that this plat of PALENCIA NORTH PHASE III A-4, has been approved and accepted by the Board of County Commissioners of St. Johns County, Florida on this 28 day of September A.D., 2017.

Signature of Board of County Commissioners official.

CERTIFICATE OF REVIEW - COUNTY ATTORNEY

This is to certify that this plat of PALENCIA NORTH PHASE III A-4, has been examined and approved by the Office of the St. Johns County Attorney on this 28 day of September A.D., 2017.

Signature of County Attorney official.

CERTIFICATE OF CLERK

This is to certify that this plat has been examined and approved and that it complies in form with the requirements of Chapter 177, Florida Statutes, and is recorded in Map Book 82, Page 56-57 of the Public Records of St. Johns County, Florida on this 28 day of September A.D., 2017.

Signature of Clerk of the Circuit Court official.

CERTIFICATE OF PLAT REVIEW

This is to certify that this plat has been reviewed for conformity to Florida Statutes-Chapter 177, Part 1, Filing, by the Office of the County Surveyor for St. Johns County, Florida on this 27th day of September A.D., 2017.

Signature of County Surveyor official.

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a true and correct representation of the lands surveyed, platted and described in the caption; that the plat was prepared under the undersigned's responsible direction and supervision; that the survey data complies with all of the requirements of Florida Statute 177, Part 1, Filing; that the Permanent Reference Monuments (PRM) have been set; Permanent Control Points (PCP) and the lot corners will be monumented in accordance with Chapter 177.091, Florida Statutes and Chapter 54-17, Florida Administrative Code.

Signature of Surveyor official.

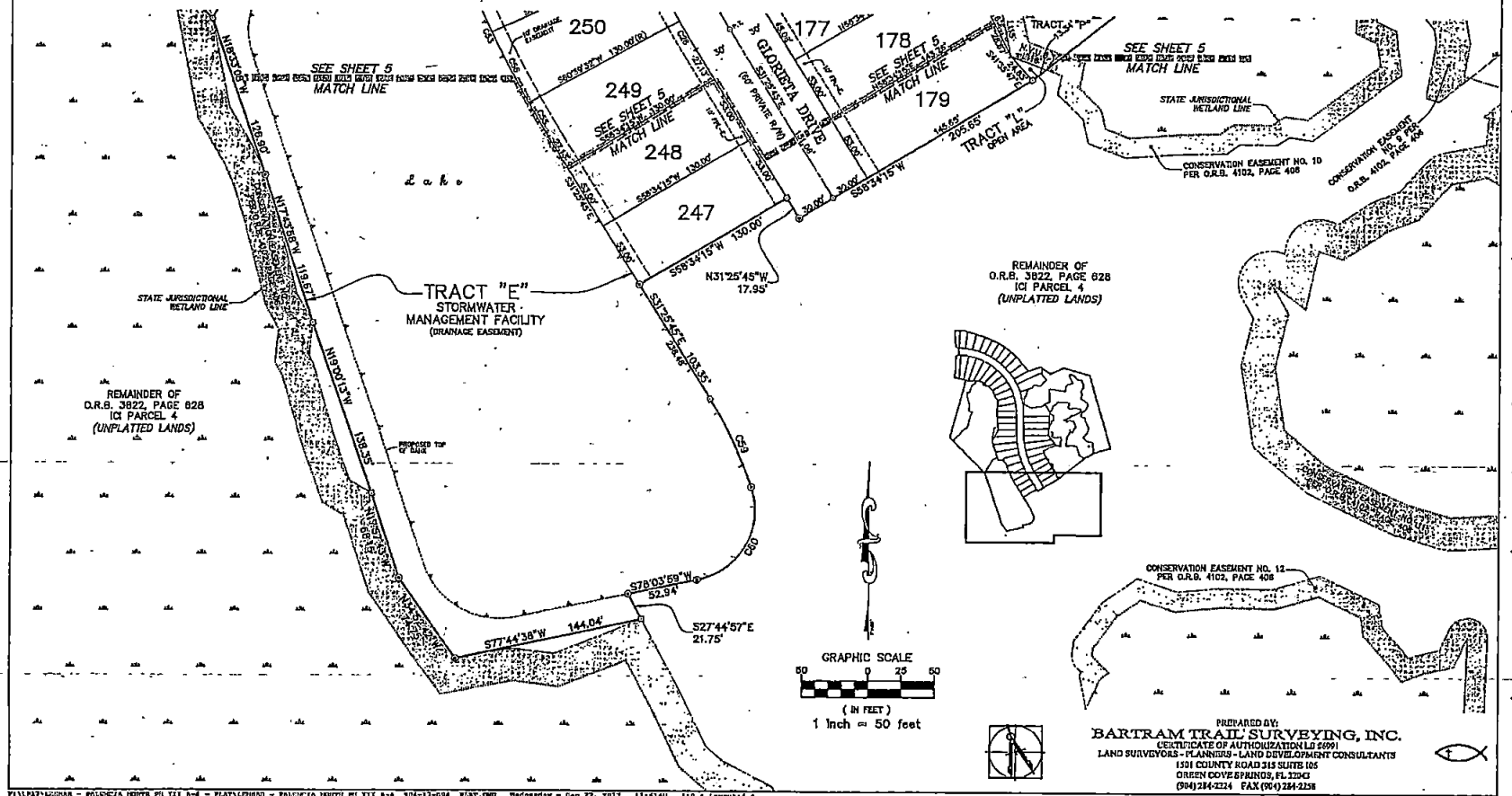
PREPARED BY: BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LD 0201
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 214-2224 FAX (904) 214-2251

PALENCIA NORTH PHASE III A-4
 PART OF THE ROQUE LEONARDI GRANT, SECTION 61, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK 87 PAGE 61
 SHEET 6 OF 8 SHEETS

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	DELTA
C28	890.00	25.15	S30°21'00"E	25.15	2°05'16"
C33	820.00	178.88	S35°02'54"E	178.83	12°32'22"
C35	820.00	29.89	S37°23'07"E	29.85	2°05'16"
C50	820.00	61.23	S27°12'07"E	61.21	4°19'41"
C59	340.00	74.08	S28°11'14"E	73.94	12°29'02"
C60	85.00	63.82	S28°31'38"W	62.38	9°20'41"

LINE TABLE		
LINE	DIRECTION	LENGTH
L115	N11°42'47"W	40.88
L116	S40°21'40"W	28.61



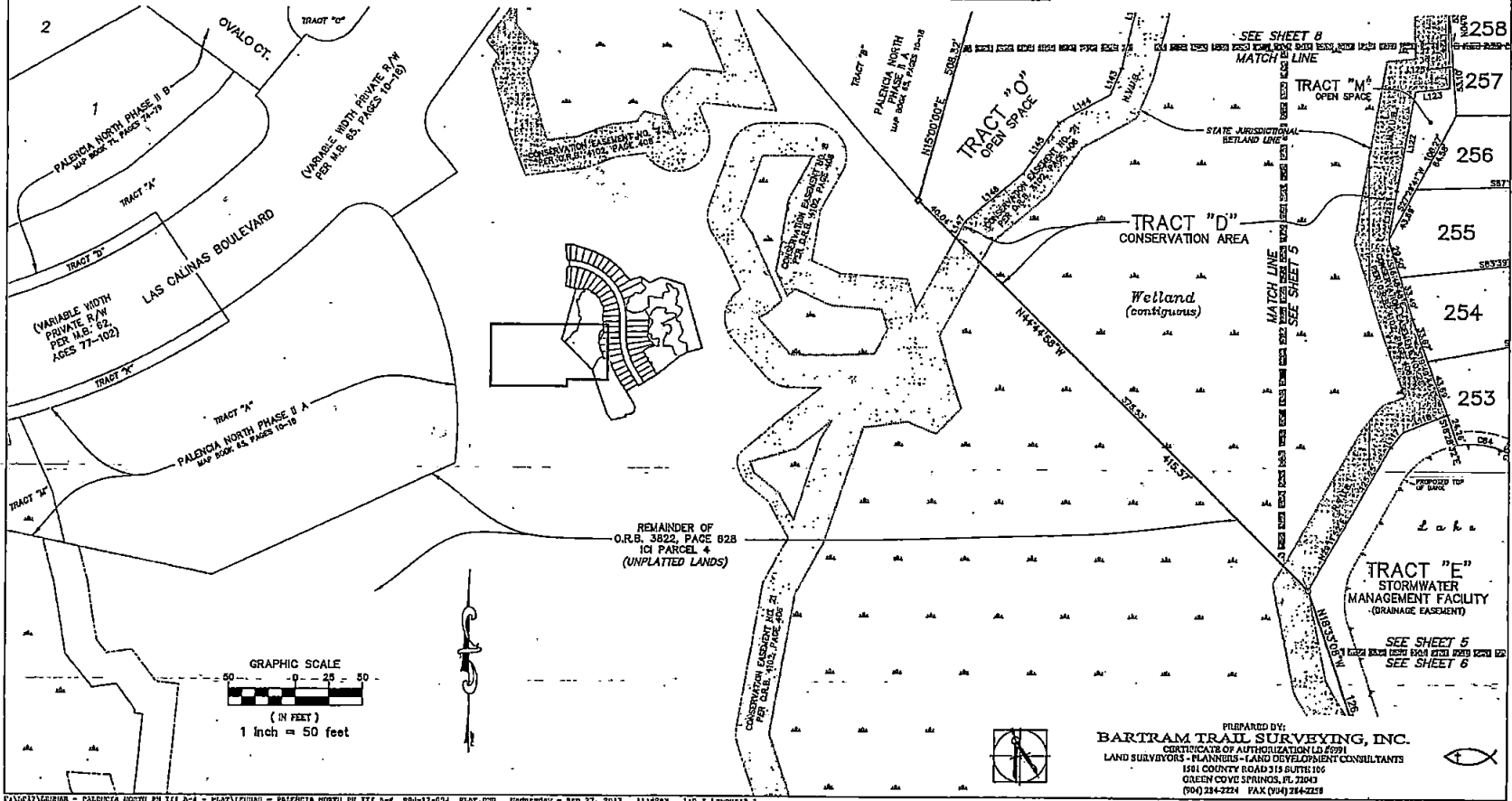
PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
 CERTIFICATE OF AUTHORIZATION LU 6991
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1501 COUNTY ROAD 313 SUITE 105
 GREEN COVE SPRINGS, FL 32042
 (904) 284-2224 FAX (904) 284-2258

PALENCIA NORTH PHASE III A-4
 PART OF THE ROQUE LEONARDI GRANT, SECTION 61, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK 87 PAGE 62
 SHEET 7 OF 8 SHEETS

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	DELTA
C#1	60.00	81.89	N52°21'23"W	77.89	81°01'33"
C#4	60.00	33.94	N80°53'11"W	39.21	33°09'21"

LINE TABLE		
LINE	DIRECTION	LENGTH
L117	S77°00'00"W	14.32
L118	S87°47'57"W	35.28
L121	S70°45'47"W	37.20
L122	S17°03'40"W	77.40
L123	S8°42'52"W	25.44
L124	S10°59'12"E	48.07
L120	N47°00'00"W	75.47
L143	N22°23'45"E	21.53
L144	N47°28'42"E	43.08
L145	N34°07'13"E	47.48
L146	N47°14'13"E	87.10
L147	N48°22'18"E	14.18



PREPARED BY:
BARITRAM TRAIL SURVEYING, INC.
 CERTIFICATE OF AUTHORIZATION LO #3991
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1851 COUNTY ROAD 15 SUITE 105
 GREEN COVE SPRINGS, FL 32041
 (904) 284-2324 FAX (904) 284-2325

EXHIBIT "A" TO BILL OF SALE

St. Johns County Utility Department

Asset Management

Schedule of Values



Project Name:	Palencia Phase 3A-4
Contractor:	Florida Roads Contracting LLC
Developer:	Lennar Homes - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR 18 PVC	LF	2,440.00	\$ 25.71	\$ 62,732.40
10" HDPE	LF	40.00	\$ 33.87	\$ 1,354.80
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" Gate Valve	Ea	2.00	\$ 1,218.63	\$ 2,437.26
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant	Ea	3.00	\$ 3,644.29	\$ 10,932.87
2" Flushing Hydrant	Ea	1.00	\$ 972.66	\$ 972.66
			\$ -	\$ -
Sevices (Size and Type)				
1" Poly Long Double	Ea	11.00	\$ 812.91	\$ 8,942.01
1" Poly Short Double	Ea	10.00	\$ 700.10	\$ 7,001.00
1" Poly Long Single	Ea	3.00	\$ 654.80	\$ 1,964.40
1" Poly Short Single	Ea	5.00	\$ 569.67	\$ 2,848.35
Total Water System Cost				\$ 99,185.75



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Palencia Phase 3A-4
 Contractor: Florida Roads Contracting LLC
 Developer: Lennar Homes - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR 26 PVC 10-12'	LF	556.00	\$ 59.10	\$ 32,857.26
8" DR 26 PVC 12-14'	LF	714.00	\$ 60.65	\$ 43,301.10
8" DR 26 PVC 14-16'	LF	408.00	\$ 62.74	\$ 25,596.20
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" DR 26	EA	53	\$ 666.14	\$ 35,305.42
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
Type A 8-10 foot deep	EA	1.00	\$ 5,391.56	\$ 5,391.56
Type A 10-12 foot deep	EA	2.00	\$ 6,000.00	\$ 12,000.00
Type A > 12 foot deep	EA	5.00	\$ 7,090.00	\$ 35,450.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
			Total Sewer System Cost	\$ 189,901.54

EXHIBIT "C" TO RESOLUTION

FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS



The undersigned lienor, in consideration of the sum 289,087.29 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 12/6/17 to Lennar Homes Jacksonville to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR PALENCIA PHASE 3A-4”

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 6th of December, 2017.

WITNESS:

OWNER:

John Peiffer
Witness Signature

Matthew Dupuis
Lienor's Signature

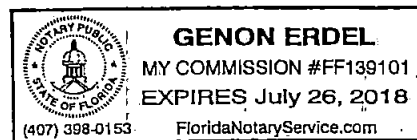
John Peiffer
Print Witness Name

Matthew Dupuis
Print Lienor's Name

State of FLORIDA
County of DUVAL

The foregoing instrument was acknowledged before me this 6TH day of DECEMBER, 2017, by MATTHEW DUPUIS who is personally known to me or has produced _____ as identification.

Genon Erdel
Notary Public





Florida Roads Contracting, Inc.
10439 Alta Drive
Jacksonville, FL 32226
Phone: 904-714-0041
Fax: 904-714-0160

June 7, 2018

St. Johns County Utility Department
Attn: Clare Dold
PO Box 3006
St. Augustine, FL 32085

RE: Authorization for Matthew Dupuis

Dear Ms. Dold,

Please be advised that Matthew Dupuis is authorized to sign documents on behalf of Florida Roads Contracting, LLC. If you have any questions or need further information, please contact me at lhicks@floridaroadsllc.com or 904-714-0041 x101.

Sincerely,

A handwritten signature in cursive script that reads "Lori Hicks".

Lori Hicks
Corporate Secretary



EXHIBIT "A" TO FINAL RELEASE OF LIEN
St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Palencia Phase 3A-4
 Contractor: Florida Roads Contracting LLC
 Developer: Lennar Homes - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR 18 PVC	LF	2,440.00	\$ 25.71	\$ 62,732.40
10" HDPE	LF	40.00	\$ 33.87	\$ 1,354.80
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" Gate Valve	Ea	2.00	\$ 1,218.63	\$ 2,437.26
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant	Ea	3.00	\$ 3,644.29	\$ 10,932.87
2" Flushing Hydrant	Ea	1.00	\$ 972.66	\$ 972.66
			\$ -	\$ -
Sevices (Size and Type)				
1" Poly Long Double	Ea	11.00	\$ 812.91	\$ 8,942.01
1" Poly Short Double	Ea	10.00	\$ 700.10	\$ 7,001.00
1" Poly Long Single	Ea	3.00	\$ 654.80	\$ 1,964.40
1" Poly Short Single	Ea	5.00	\$ 569.67	\$ 2,848.35
Total Water System Cost				\$ 99,185.75



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Palencia Phase 3A-4
Contractor:	Florida Roads Contracting LLC
Developer:	Lennar Homes - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR 26 PVC 10-12'	LF	556.00	\$ 59.10	\$ 32,857.26
8" DR 26 PVC 12-14'	LF	714.00	\$ 60.65	\$ 43,301.10
8" DR 26 PVC 14-16'	LF	408.00	\$ 62.74	\$ 25,596.20
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" DR 26	EA	53	\$ 666.14	\$ 35,305.42
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
Type A 8-10 foot deep	EA	1.00	\$ 5,391.56	\$ 5,391.56
Type A 10-12 foot deep	EA	2.00	\$ 6,000.00	\$ 12,000.00
Type A > 12 foot deep	EA	5.00	\$ 7,090.00	\$ 35,450.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station			\$ -	\$ -
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 189,901.54

EXHIBIT "D" TO RESOLUTION



WARRANTY
UTILITY IMPROVEMENTS

Date: 12/6/17

Project Title: Palencia Phase 3A-4
St. Johns County, Florida

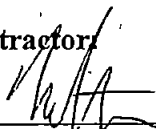
FROM: Florida Roads Contracting LLC
10439 Alta Drive
Jacksonville, Fl 32226

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

Matthew Dupuis

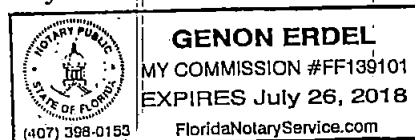
Print Contractor's Name

State of FLORIDA
County of DUVAL

The foregoing instrument was acknowledged before me this 6th day of DECEMBER, 2017, by MATTHEW DUPUIS who is personally known to me or has produced _____ as identification.



Notary Public





Florida Roads Contracting, Inc.
10439 Alta Drive
Jacksonville, FL 32226
Phone: 904-714-0041
Fax: 904-714-0160

June 7, 2018

St. Johns County Utility Department
Attn: Clare Dold
PO Box 3006
St. Augustine, FL 32085

RE: Authorization for Matthew Dupuis

Dear Ms. Dold,

Please be advised that Matthew Dupuis is authorized to sign documents on behalf of Florida Roads Contracting, LLC. If you have any questions or need further information, please contact me at lhicks@floridaroadsllc.com or 904-714-0041 x101.

Sincerely,

A handwritten signature in cursive script that reads "Lori Hicks".

Lori Hicks
Corporate Secretary

EXHIBIT "E" TO RESOLUTION



St. Johns County Board of County Commissioners

Utility Department

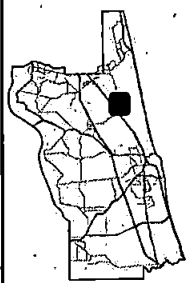
INTEROFFICE MEMORANDUM


TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Palencia North Phase III A-4
DATE: April 10, 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 Palencia North Phase III A-4.

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
 June 15, 2018

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

Palencia North Phase III A-4

**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.

