

**RESOLUTION NO. 2018- 199**

**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 SYSTEM TO SERVE PRESERVE POINTE LOCATED OFF LANDRUM LANE.**

**RECITALS**

**WHEREAS**, Palm Valley Holdings of Florida, 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 water system to serve Preserve Pointe located off Landrum Lane; and

**WHEREAS**, Burnham Construction, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Preserve Pointe, 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 17<sup>th</sup> 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 L. Platt  
Deputy Clerk

RENDITION DATE 7/19/2018



EXHIBIT "A" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 24<sup>th</sup> day of October, 2017 by Palm Valley Holdings of Florida, LLC, with an address of 3721 Dupont Station Court South, Jacksonville, Florida 32217, 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 and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water (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.

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:

Chelsea Knudson  
Witness Signature

CHELSEA KNUDSON  
Print Name

Michael O'Neal  
Witness Signature

Michael O'Neal  
Print Name

By: Christian Allen

Print Name: CHRISTIAN ALLEN

Its: MANAGER

State of FLORIDA  
County of DUVAL

The foregoing instrument was acknowledged before me this 24 day of OCTOBER, 2017, by CHRISTIAN ALLEN who is personally known to me or has produced \_\_\_\_\_ as identification.

Chelsea Knudson  
Notary Public



**CHELSEA KNUDSON**  
Commission # GG 114524  
Expires June 13, 2021  
Bonded Thru Budget Notary Services

EXHIBIT A

MAP SHOWING SKETCH OF LEGAL

A PART OF LOT 3, SECTION 9 AND SECTION 16 AND PART OF THE ANDREA PAPY GRANT, SECTION 42, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16 WHERE THE LINE DIVIDING SAID SECTIONS 9 AND 16 INTERSECT THE EASTERLY LINE OF SAID ANDREA PAPY GRANT, SECTION 42, THENCE NORTH 88° 06' 20" EAST, ALONG SAID LINE DIVIDING SECTIONS 9 AND 16, A DISTANCE OF 3.62 FEET TO A POINT LYING ALONG THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 941, PAGE 1177 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 29° 59' 18" EAST, ALONG SAID LINE, A DISTANCE OF 21.90 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF LANDRUM LANE AND ALSO BEING THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3148, PAGE 1719 OF SAID PUBLIC RECORDS; THENCE NORTH 87° 40' 41" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE AND SAID NORTHERLY LINE DESCRIBED IN OFFICIAL RECORDS BOOK 3148, PAGE 1719, A DISTANCE OF 329.57 FEET TO THE POINT OF BEGINNING AND SAID POINT ALSO BEING A POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 54.98 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 42° 40' 41" EAST AND A CHORD DISTANCE OF 49.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 02° 19' 19" WEST, A DISTANCE OF 176.55 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 262.80 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 46° 36' 30" WEST AND A CHORD DISTANCE OF 237.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89° 06' 20" WEST, A DISTANCE OF 73.68 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 28.92 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 55° 58' 00" WEST AND A CHORD DISTANCE OF 27.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 62.00 FEET; THENCE WESTERLY, NORTHERLY AND EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 299.45 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 18° 48' 30" WEST AND A CHORD DISTANCE OF 82.38 FEET TO A POINT OF REVERSE CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 13.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 75° 40' 09" EAST AND A CHORD DISTANCE OF 13.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89° 06' 20" EAST, A DISTANCE OF 109.24 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 355.55 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 46° 36' 30" EAST AND A CHORD DISTANCE OF 321.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02° 19' 19" EAST, A DISTANCE OF 176.55 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 54.98 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 47° 19' 19" EAST AND A CHORD DISTANCE OF 49.50 FEET TO A POINT ON SAID CURVE AND SAID POINT ALSO LIES ON SAID NORTHERLY RIGHT OF WAY LINE OF LANDRUM LANE; THENCE SOUTH 87° 40' 41" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C-1	54.98'	35.00'	90°00'00"	N 42°40'41" E	49.50'
C-2	262.80'	170.00'	88°34'20"	N 46°36'30" W	237.40'
C-3	28.92'	25.00'	66°16'41"	S 55°58'00" W	27.33'
C-4	299.45'	62.00'	276°43'42"	N 18°48'30" W	82.38'
C-5	13.29'	25.00'	30°27'01"	S 75°40'09" E	13.13'
C-6	355.55'	230.00'	88°34'20"	S 46°36'30" E	321.19'
C-7	54.98'	35.00'	90°00'00"	S 47°19'19" E	49.50'

GENERAL NOTES

THIS SURVEY MAP AND/OR SURVEY REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE OF A LICENSED SURVEYOR AND MAPPER AND THE ORIGINAL RAISED SEAL.

NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF SURVEYOR.

THIS IS A SKETCH AND LEGAL DESCRIPTION AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.

WETLANDS SHOWN HEREON TAKEN FROM BOUNDARY SURVEY PREPARED BY GEOMATICS CORP., PROJECT No. D-16 2407, DATED 06-18-16

ABBREVIATION	DEFINITION
C1	CURVE CHART NUMBER
L1	LINE CHART NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

SHEET 2 OF 2

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

902 5TH AVENUE NORTH - JACKSONVILLE BEACH, FLORIDA - 32250 - PHONE (904) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION SURVEY, WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 2014-147, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

*Gil D. Howatt*

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4716  
LICENSED BUSINESS NUMBER 7800

SURVEYED MARCH 14, 20 17

BEARING DATUM BASED ON NORTH LINE OF SECTION 16 BEING NORTH 89°06'20" EAST

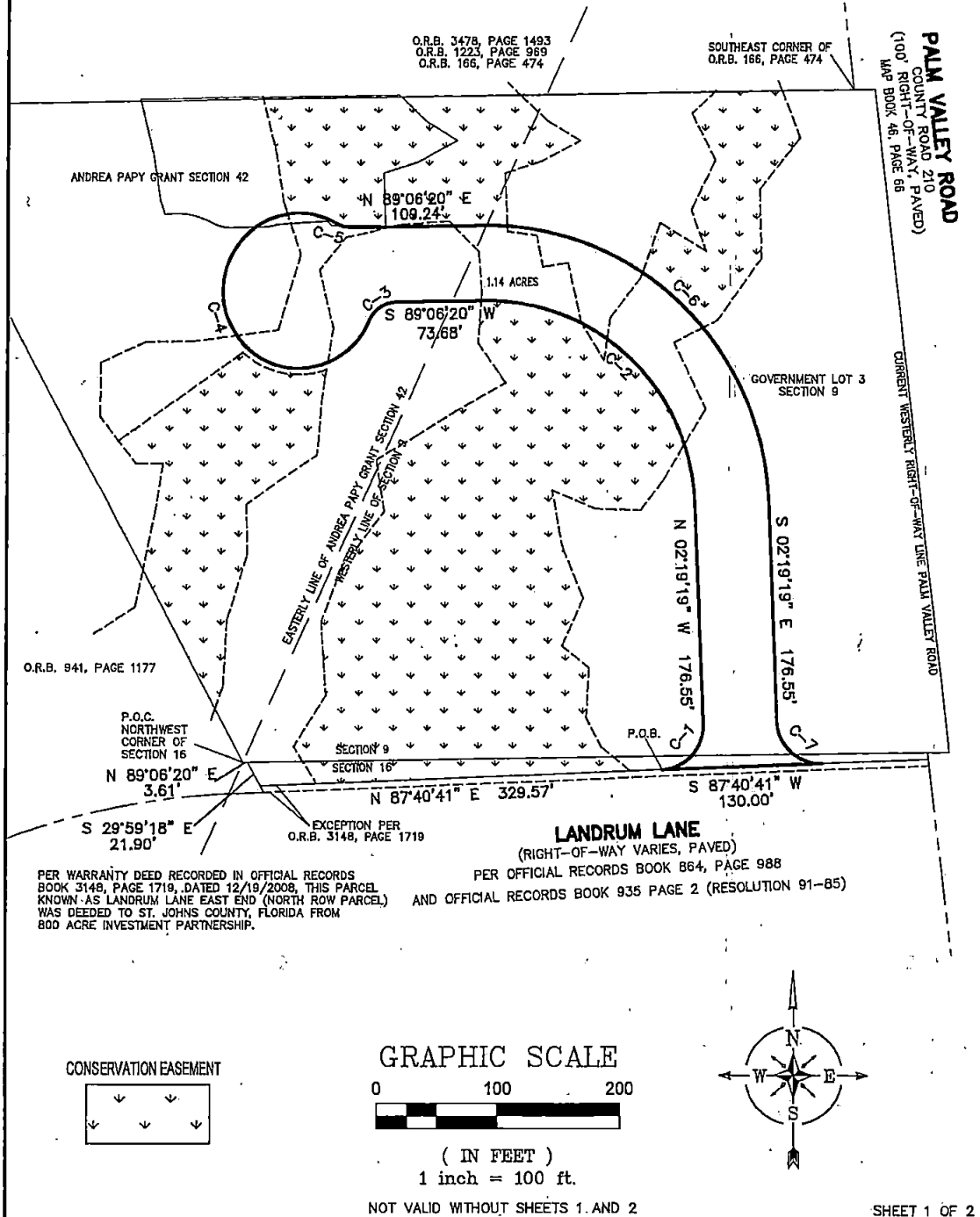
FIELD BOOK NO.: N/A PAGE: N/A LEGAL: N/A ORDER NO.: 090116

COMPUTER FILE: 090116 EASEMENTS.DWG SCALE: 1" = 100' FILE NO.: 090116

EXHIBIT A

# MAP SHOWING SKETCH OF LEGAL

SEE SHEET 2 FOR LEGAL AND LINE CHARTS



O.R.B. 3478, PAGE 1493  
O.R.B. 1223, PAGE 989  
O.R.B. 186, PAGE 474

SOUTHEAST CORNER OF  
O.R.B. 186, PAGE 474

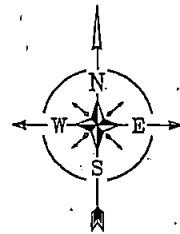
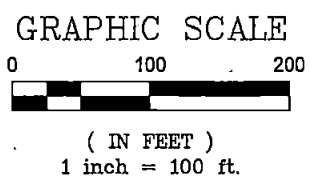
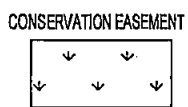
ANDREA PAPY GRANT SECTION 42

1.14 ACRES

GOVERNMENT LOT 3  
SECTION 9

LANDRUM LANE  
(RIGHT-OF-WAY VARIES, PAVED)  
PER OFFICIAL RECORDS BOOK 864, PAGE 988  
AND OFFICIAL RECORDS BOOK 935 PAGE 2 (RESOLUTION 91-85)

PER WARRANTY DEED RECORDED IN OFFICIAL RECORDS  
BOOK 3148, PAGE 1719, DATED 12/19/2008, THIS PARCEL  
KNOWN AS LANDRUM LANE EAST END (NORTH ROW PARCEL)  
WAS DEEDED TO ST. JOHNS COUNTY, FLORIDA FROM  
800 ACRE INVESTMENT PARTNERSHIP.



NOT VALID WITHOUT SHEETS 1. AND 2 SHEET 1 OF 2

**B. H. AND ASSOCIATES**  
PROFESSIONAL LAND SURVEYORS L.B. #7800  
902 5TH AVENUE NORTH - JACKSONVILLE BEACH, FLORIDA - 32250 - PHONE (904) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION SURVEY, WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 2014-147, F.L.A. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED MARCH 14, 20 17

*Gil Howatt*  
GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718  
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON NORTH LINE OF SECTION 16 BEING NORTH 89°06'20" EAST

FIELD BOOK NO.: N/A PAGE: N/A LEGAL: N/A ORDER NO.: 090116  
COMPUTER FILE: 090116 EASEMENTS.DWG SCALE: 1" = 100' FILE NO.: 090116

EXHIBIT "B" TO RESOLUTION



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

**(PRESERVE POINTE)**

(Palm Valley Holdings of Florida, LLC 3721 Dupont Station Ct. S. Jacksonville, FL 32217), (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR PRESERVE POINTE"

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 24<sup>th</sup> of October 2017

WITNESS:

[Signature]

Witness Signature

Michael O'Neal

Print Witness Name

OWNER:

[Signature]

Owner's Signature

CHRISTIAN ALLEN

Print Owner's Name

State of FLORIDA

County of DUVAL

The foregoing instrument was acknowledged before me this 24 day of OCTOBER, 2017, by CHRISTIAN ALLEN who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public



EXHIBIT "A" TO BILL OF SALE  
**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name:	Preserve Pointe
Contractor:	Burnham Construction Inc
Developer:	Palm Valley Holdings, LLC

UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>			
8" DR18	640	\$ 28.00	\$ 17,920.00
6" DR 18	400	\$ 22.00	\$ 8,800.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
<b>Water Valves (Size and Type)</b>			
8" Gate Valve	1	\$ 1,200.00	\$ 1,200.00
6" Gate Vale	1	\$ 400.00	\$ 400.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
<b>Hydrants/Assembly (Size and Type)</b>			
Fire Hydrant	1	\$ 3,000.00	\$ 3,000.00
		\$ -	\$ -
		\$ -	\$ -
<b>Sevices (Size and Type)</b>			
1" Single	10	\$ 940.00	\$ 9,400.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
<b>Total Water System Cost</b>			<b>\$ 40,720.00</b>

EXHIBIT "C" TO RESOLUTION



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum (\$40,720.00) hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through (October 31<sup>st</sup>, 2017) to (Palm Valley Holdings of Florida, LLC), to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR (PRESERVE POINTE.)

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 1 of Nov, 2017.

WITNESS:

[Signature]  
Witness Signature

Dean Black  
Print Witness Name

OWNER:

[Signature]  
Lienor's Signature

Verona Burnham  
Print Lienor's Name

State of Florida  
County of Baker

The foregoing instrument was acknowledged before me this 10 day of May, 2018, by Verona Burnham who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

NOTARY PUBLIC  
MY COMMISSION # GG 017448  
EXPIRES: August 1, 2020  
Bonded Thru Budget Notary Services



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

Project Name: Preserve Pointe  
Contractor: Burnham Construction Inc  
Developer: Palm Valley Holdings, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
8" DR18	LF	640	\$ 28.00	\$ 17,920.00
6" DR 18	LF	400	\$ 22.00	\$ 8,800.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
8" Gate Valve	Ea	1	\$ 1,200.00	\$ 1,200.00
6" Gate Vale	Ea	1	\$ 400.00	\$ 400.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants/Assembly (Size and Type)</b>				
Fire Hydrant	Ea	1	\$ 3,000.00	\$ 3,000.00
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
1" Single	Ea	10	\$ 940.00	\$ 9,400.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 40,720.00</b>

EXHIBIT "D" TO RESOLUTION



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: October 3, 2017

Project Title: Preserve Pointe  
St. Johns County, Florida

FROM: Burnham Construction Inc  
11413 Enterprise East Blvd  
Macclenny, FL 32063

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

David M. Burnham  
\_\_\_\_\_  
Print Contractor's Name

State of Florida  
County of Baker

The foregoing instrument was acknowledged before me this 10 day of May, 2017, by David Burnham who is personally known to me or has produced \_\_\_\_\_ as identification.



TYLER MOBLEY  
MY COMMISSION # GG 017448  
EXPIRES: August 1, 2020  
Bonded Thru Budget Notary Services

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

EXHIBIT "E" TO RESOLUTION



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

Utility Department

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INTEROFFICE MEMORANDUM

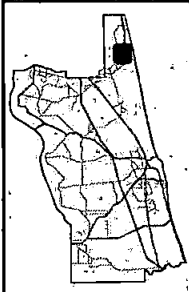
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Preserve Pointe  
DATE: May 23, 2018

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 Preserve Pointe.

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**

*Preserve Point*

**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.

