

RESOLUTION NO. 2019- 63

**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, SEWER AND REUSE SYSTEMS TO SERVE WINDWARD RANCH PHASE NINE LOCATED OFF SR 16.**

**RECITALS**

**WHEREAS**, Lennar Homes, LLC, a Florida 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, sewer and reuse systems to serve Windward Ranch Phase Nine located off SR 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 Nine 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 5 day of March, 2019.

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

By: Paul M. Waldron  
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

Pam Halterman  
Deputy Clerk

RENDITION DATE 3/8/19

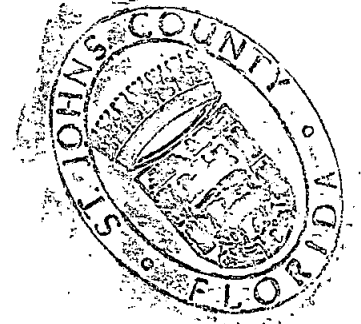


Exhibit "A" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 27 day of August, 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 sewer water distribution system, gravity collection system, reuse water distribution 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

(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:

*Ginny Feiner*  
Witness Signature

Ginny Feiner  
Print Name

*Bridgett Snyder*  
Witness Signature

Bridgett Snyder  
Print Name

By: *[Signature]*

Print Name: Scott Keiling

Its: Director - Land Acquisition & Development

State of FL  
County of Duval

The foregoing instrument was acknowledged before me this 27th day of August, 2018, by Scott Keiling who is personally known to me or has produced w/a as identification.

*[Signature]*  
Notary Public

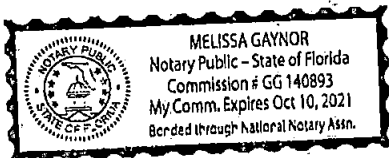


EXHIBIT "A"

EASEMENT AREA

Being those private rights of ways depicted as Windward Ranch Phase 9 as recorded per the attached Plat being Map Book 94, Page 1 through 5, recorded in the Public Records of St. Johns County, Florida.

# WINDWARD RANCH PHASE NINE

A TRACT OF LAND BEING A PORTION OF THE NORTH 1/2 OF SECTION 1 AND A PORTION OF THE FLORA LESLIE GRANT, SECTION 42,  
TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 94 PAGE 1

SHEET 1 OF 5 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND

### CAPTION

A tract of land being a portion of the North 1/2 of Section 1 and a portion of the Flora Leslie Grant, Section 42, Township 7 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

BEGIN at the Southwest corner of Lot 423, according to the plat of Windward Ranch Phase Seven, as recorded in Map Book 89, pages 32 through 36 of the Public Records of St. Johns County, Florida; thence along the southerly line of said plat, the following two (2) courses: (1) thence N88°15'22"E, for 715.02 feet; (2) thence N52°12'29"E, for 131.11 feet; thence S55°34'17"E, leaving said southerly line, for 130.00 feet; thence N34°25'43"E, for 30.15 feet; thence S55°34'17"E, for 50.00 feet; thence N85°58'42"E, for 215.97 feet to the point of intersection with the westerly line of the plat of Whipar Ridge Unit Three, as recorded in Map Book 50, pages 49 through 58 of the Public Records of St. Johns County, Florida; thence along said westerly line, the following nine (9) courses: (1) thence S01°01'19"E, for 659.55 feet; (2) thence S89°55'50"W, for 28.17 feet; (3) thence N65°05'55"W, for 53.48 feet; (4) thence S71°58'52"W, for 55.64 feet; (5) thence S72°23'22"W, for 67.24 feet; (6) thence S48°05'13"W, for 71.14 feet; (7) thence S45°22'38"W, for 114.86 feet; (8) thence S38°42'45"W, for 58.89 feet; (9) thence S44°09'50"W, for 65.36 feet to the Southwest corner of Tract "A", according to said plat, said point also being the point of intersection with the North line of the plat of Whipar Ridge Unit Six, as recorded in Map Book 53, pages 84 through 88 of the Public Records of St. Johns County, Florida; thence N89°40'10"W, along said North line, for 492.38 feet to the Northwest corner thereof; thence N89°40'04"W, leaving said North line, for 268.23 feet to the Southeast corner of Tract "A", according to the plat of Windward Ranch Phase Eight, as recorded in Map Book 89, pages 18 through 23 of the Public Records of St. Johns County, Florida; thence along the easterly line of said plat, the following five (5) courses: (1) thence N01°44'35"W, for 741.00 feet; (2) thence N65°15'25"E, for 37.84 feet; (3) thence N01°44'35"W, for 50.00 feet to the point of radial intersection with a curve concave to the Northeast; (4) thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 38.27 feet and a chord bearing N48°44'35"W, for 35.36 feet to the point of tangency; (5) thence N01°44'35"W, for 100.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 24.05 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 the caption shown hereon which shall hereafter be known as Windward Ranch Phase Nine, 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 Tantalum Drive and Sabo Lane are hereby dedicated to the Windward Ranch Homeowners' Association, Inc., a Florida not-for-profit corporation ("Association"), its successors and assigns.

Tract "A" (Open Space) and Tract "B" (Conservation) 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 thereon, drainage facilities, sewer 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 guests, invitees, domestic help, delivery and pick-up services, fire 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 such 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 hereon, for its non-exclusive use in conjunction with the installation, maintenance and use of utilities, together with the right of ingress and egress to and over said road rights-of-way designated hereon.

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 shall assume all obligation of maintenance and operation thereof under the plat.

Any utility easements shown hereon shall also be easements for the construction, installation, maintenance, and operation of cable television services in the manner and subject to the provisions of Section 177.091(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 "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 government body public, then having 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 elected officers, acting by and with the authority of the Board of Directors.

OWNER: Lennar Homes, LLC  
a Florida limited liability company

BY: Scott Keating  
Vice President

Christy King  
Witness

Christy King  
Print Name

STATE OF FLORIDA, COUNTY OF DUVAL

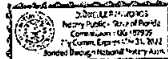
The foregoing instrument was acknowledged before me this 25 day of October, A.D. 2018, by Scott Keating, Vice President, Lennar Homes, LLC, on behalf of Owner, he being personally known to the undersigned and did not take an oath, or produce identification.

My Commission Expires: 3/31/2022

Thomas  
Notary Public, State of Florida at Large

Commission Number: 66187809

Name Danielle F. Mayors



### CERTIFICATE OF APPROVAL - GROWTH MANAGEMENT DEPARTMENT

This is to certify that this plat of Windward Ranch Phase Nine, has been examined and approved by the County Growth Management Department for St. Johns County, Florida on this 20th day of November, A.D. 2018.

June Hand  
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 Nine, has been approved and accepted by the Board of County Commissioners of St. Johns County, Florida on this 20 day of November, A.D. 2018.

Paul M. Wallborn  
Chairman, Board of County Commissioners

### CERTIFICATE OF REVIEW - COUNTY ATTORNEY

This is to certify that this plat of Windward Ranch Phase Nine, has been examined and approved by the Office of the St. Johns County Attorney on this 16 day of November, A.D. 2018.

Paul  
Office of the County Attorney

### 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 94, Page 1 of the Public Records of St. Johns County, Florida on this 27 day of November, A.D. 2018.

Hunter Conrad  
Clerk of the Circuit Court

### CERTIFICATE OF PLAT REVIEW

This is to certify that this plat has been reviewed for conformity to Florida Statutes, Chapter 177, Part I, Platting, by the Office of the County Surveyor for St. Johns County, Florida on this 15th day of November, A.D. 2018.

Guil Oliver  
Gail Oliver, P.S.M., County Surveyor  
Professional Land Surveyor and Mapper  
License Number LS 4264

### SURVEYOR'S CERTIFICATE

This is to certify that this plat is a true and correct representation of the lands surveyed, plotted and described in the caption; that the survey was made under the undersigned's responsible direction and supervision; that the survey data complies with all of the requirements of Florida Statute 177; that the Permanent Reference Monuments (PRM), Permanent Control Points (PCP) and the lot corners shall be monumented in accordance with Chapter 177.091, Florida Statutes and Chapter 5J-17, Florida Administrative Code.

Certified this 6th day of NOVEMBER, A.D. 2018

Keith J. Boufford  
Keith J. Boufford, P.L.S.  
Professional Land Surveyor  
License Number LS 5172



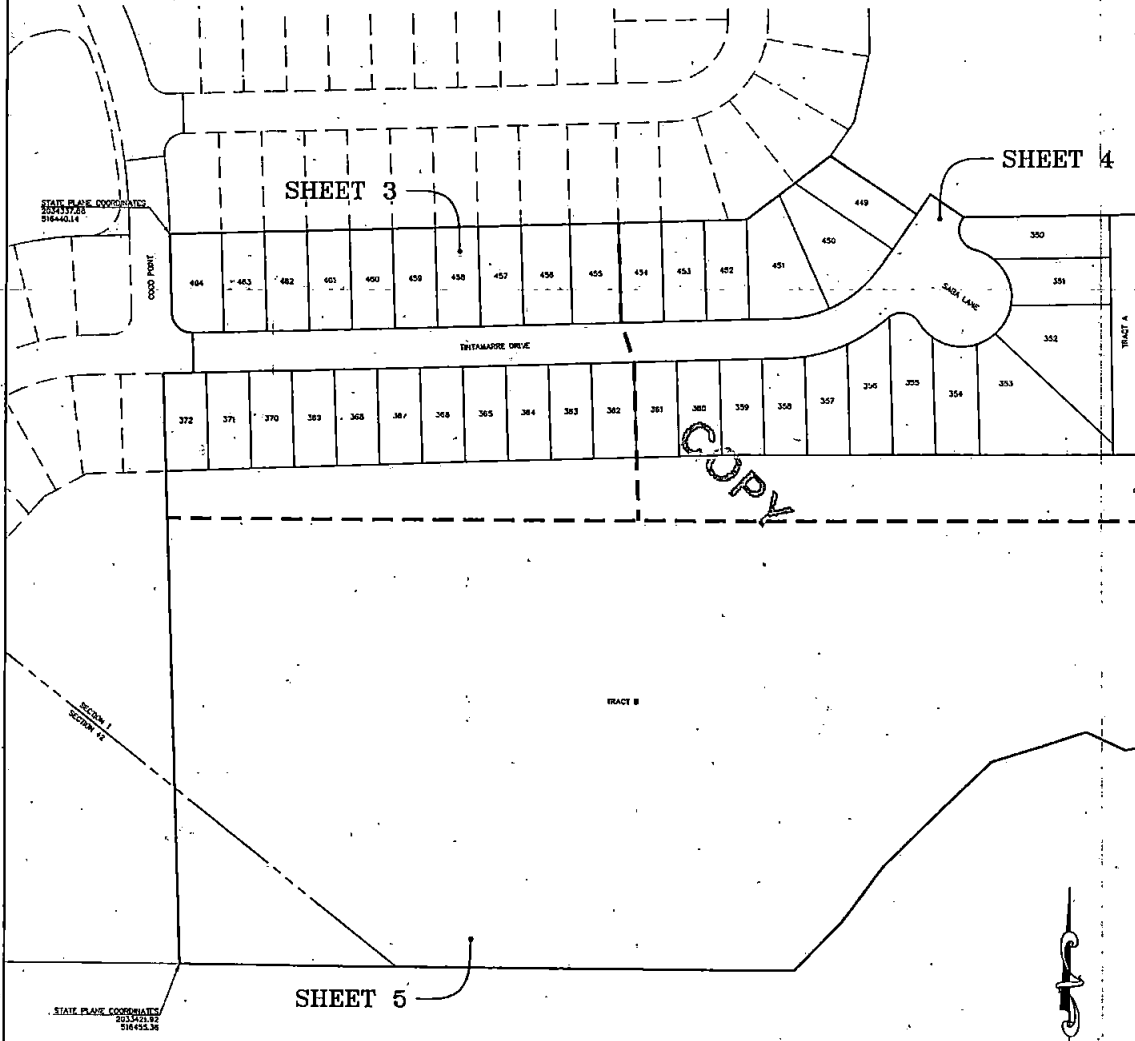
PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
CERTIFICATE OF AUTHORIZATION LB 8991  
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
1501 COUNTY ROAD 315 SUITE 105  
GREEN COVE SPRINGS, FL 32043  
(904) 284-2224 FAX (904) 284-2258

# WINDWARD RANCH PHASE NINE

A TRACT OF LAND BEING A PORTION OF THE NORTH 1/2 OF SECTION 1 AND A PORTION OF THE FLORA LESLIE GRANT, SECTION 42,  
TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 94 PAGE 2

SHEET 2 OF 5 SHEETS

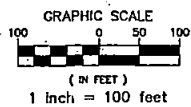


**GENERAL NOTES**

1. Bearings are based upon the South line of the plot of Windward Ranch Phase Seven, as recorded in Map Book 88, pages 32-38 of the Public Records of St. Johns County, Florida, being N85°15'25"E.
2. All drainage easements are unobstructed unless otherwise noted.
3. The easements shown hereon and designated as unobstructed easements shall remain totally unobstructed 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 plotted utility easements shall provide that such easements 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 plot, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plot. There may be additional restrictions that are not recorded on this plot that may be found in the public records of this county.
6. Current law provides that no construction, filling, removal of earth, cutting of trees or other plants shall take place waterward of the jurisdictional wetland line as shown on this plot without the approval of this county and/or any other federal state or local governmental regulatory agencies with jurisdiction over such wetlands. It is the responsibility of the lot owner, his agents and the entity performing any activity within this area to acquire the necessary written approvals prior to the beginning of any work. The jurisdictional wetland line shown hereon may be superseded and rectified 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 D901) in U.S. survey feet and are for GIS purposes only.
8. Upland Buffer and Upland Preservation areas adjacent to wetlands are to remain natural, vegetative and undisturbed.
9. That Grant of Easement for Shared Retention Pond, recorded in Official Records Book 3885, page 1 is blanket in nature and not plottable.

**LEGEND**

- O.R. - DENOTES OFFICIAL RECORDS BOOK
- M.B. - DENOTES MAP BOOK
- PC(S). - DENOTES PAGE(S)
- UOE - DENOTES UNOBSTRUCTED DRAINAGE EASEMENT
- SUWF - DENOTES STORMWATER MANAGEMENT FACILITY
- UDAE - DENOTES UNOBSTRUCTED 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
- PCC - DENOTES POINT OF COMPOUND CURVATURE
- RP - DENOTES RADIUS POINT
- SLVD - DENOTES SOLELEWARD
- (NR) - DENOTES NON-RADIAL
- (R) - DENOTES RADIAL
- ID - DENOTES SET 4"x4" CONCRETE MONUMENT "BTS PRM LB6891"
- - DENOTES FOUND 4"x4" CONCRETE MONUMENT "BTS PRM LB6891"
- - DENOTES FOUND OR SET NAIL & DISC "BTS PCP LB6591"
- DEV - DENOTES DEVELOPMENT
- R/W - DENOTES RIGHT-OF-WAY
- FW&L - DENOTES FLORIDA POWER & LIGHT
- S.C.U.D. - DENOTES ST. JOHNS COUNTY UTILITY DEPARTMENT
- (with wavy lines) - DENOTES WETLANDS
- (with horizontal lines) - DENOTES UNDISTURBED UPLAND BUFFER
- (with diagonal lines) - DENOTES UPLAND PRESERVATION



PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
CERTIFICATE OF AUTHORIZATION LB #8991  
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
1501 COUNTY ROAD 315 SUITE 108  
GREEN COVE SPRINGS, FL 32043  
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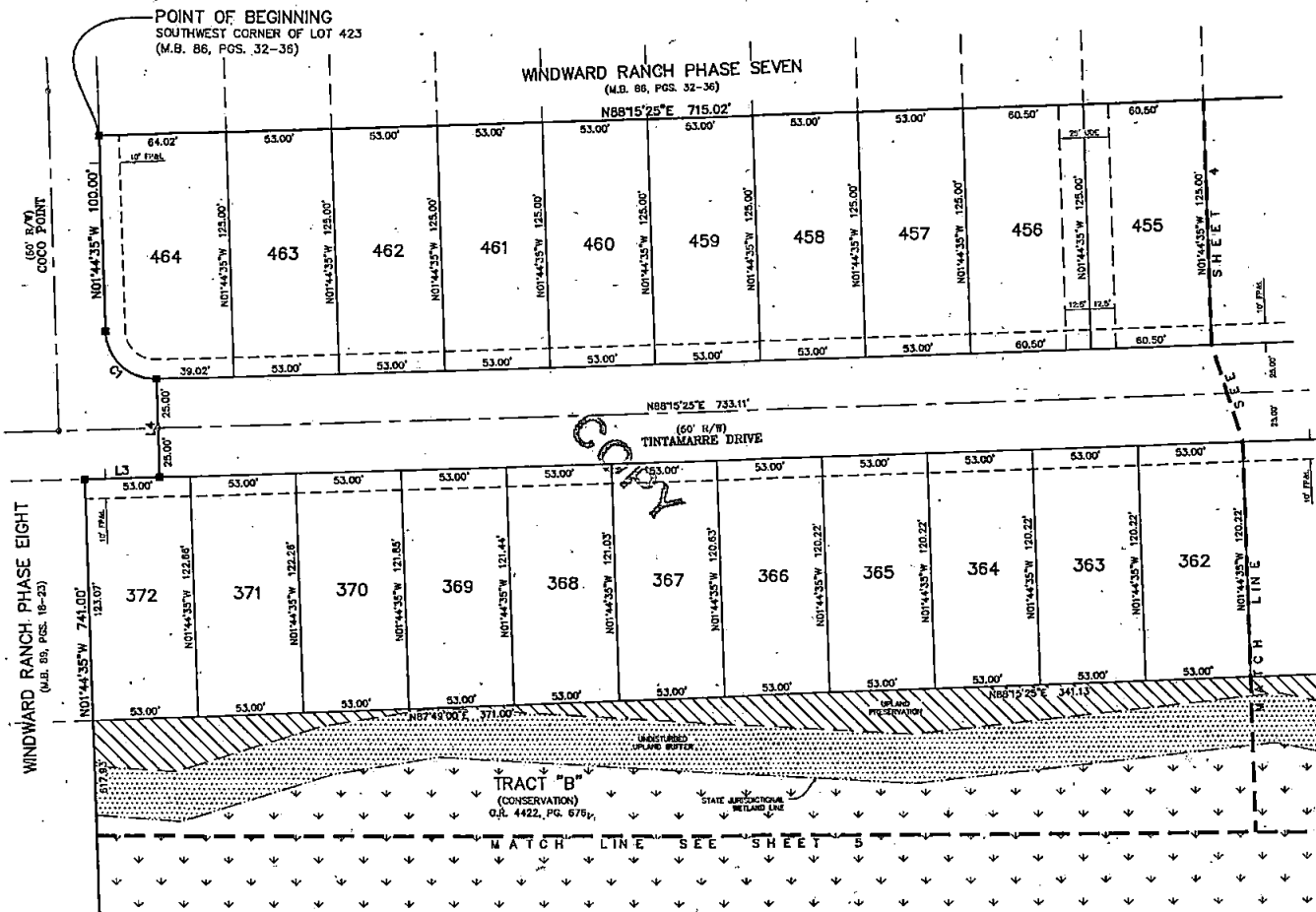
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MAP BOOK 94 PAGE 3

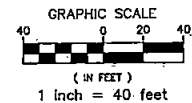
SHEET 3 OF 5 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C1	25.00'	90°00'00"	39.27'	33.36'	N48°44'35"W

Line Table		
Line #	Bearing	Distance
L3	N88°15'25"E	37.84'
L4	N01°44'35"W	50.00'



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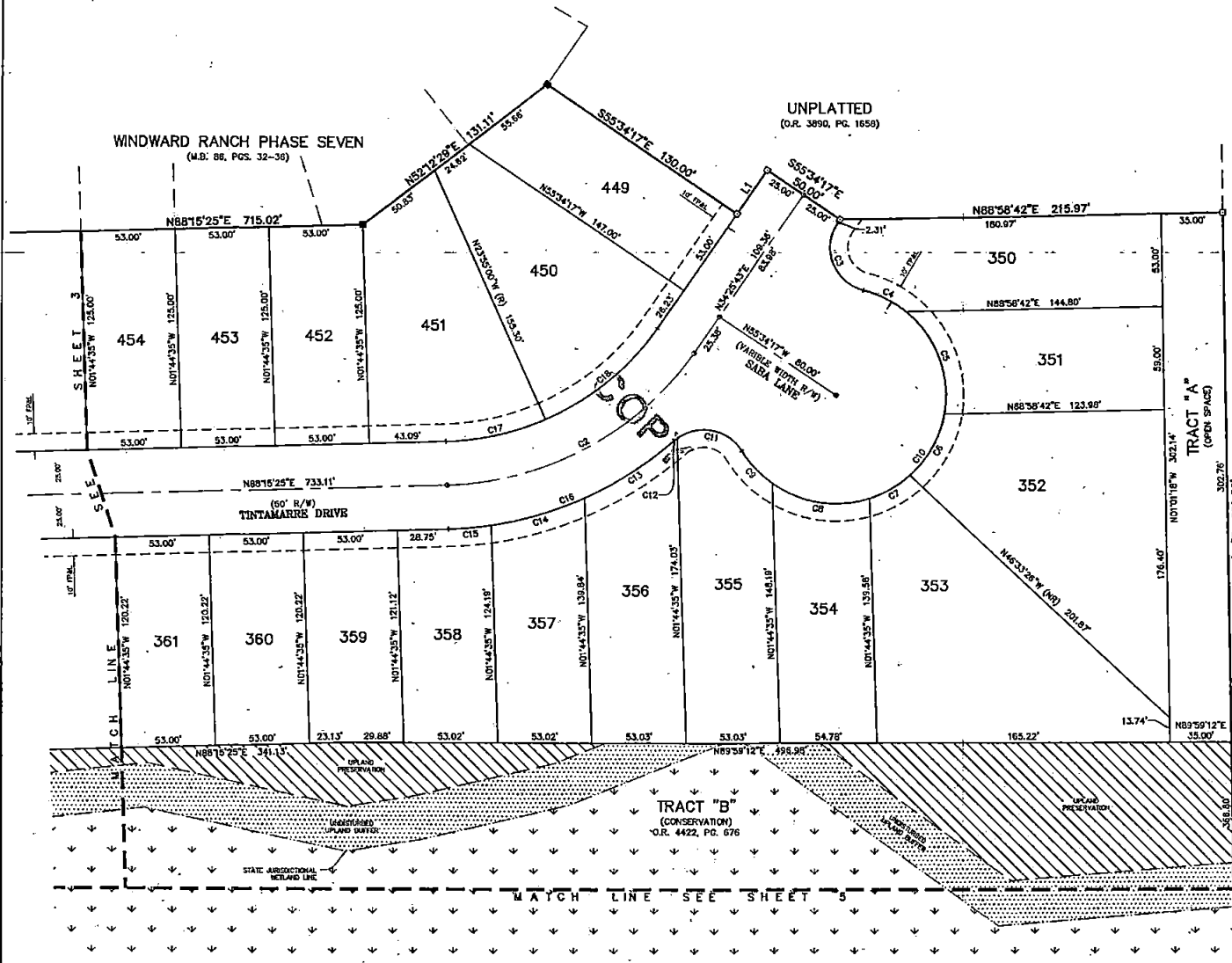
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MAP BOOK **94** PAGE **4**

SHEET **4** OF **5** SHEETS

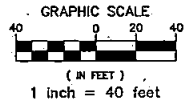
SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve Table				
Curve #	Radius	Delta	Arc	Chord Bearing
C2	175.00'	53°49'42"	164.41'	N61°20'34"E
C3	25.00'	110°10'17"	48.07'	S20°39'25"E
C4	62.00'	24°59'06"	27.04'	N63°15'01"W
C5	62.00'	60°38'13"	65.58'	N20°27'21"W
C6	62.00'	37°59'01"	41.10'	N28°50'16"E
C7	62.00'	24°21'06"	26.35'	N60°00'19"E
C8	62.00'	53°23'16"	57.77'	S81°07'30"E
C9	62.00'	23°38'59"	25.59'	S42°36'22"E
C10	62.00'	22°45'74"	243.43'	N36°44'17"E
C11	23.00'	96°27'45"	42.09'	N79°00'45"W
C12	25.00'	04°32'42"	1.98'	S50°29'02"W
C13	200.00'	17°19'31"	60.48'	N56°32'26"E
C14	200.00'	15°45'25"	55.00'	N73°24'55"E
C15	200.00'	06°57'48"	24.31'	N84°46'31"E
C16	200.00'	40°02'45"	139.79'	N68°14'03"E
C17	150.00'	22°10'25"	58.05'	N77°10'13"E
C18	150.00'	31°39'17"	82.87'	N50°15'22"E

Line Table		
Line #	Bearing	Distance
L1	N34°26'43"E	30.13'

WHISPER RIDGE UNIT THREE  
(M.B. 50, PGS. 49-50)



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GREEN COVE SPRINGS, FL 32043  
(904) 284-2224 FAX (904) 284-2258

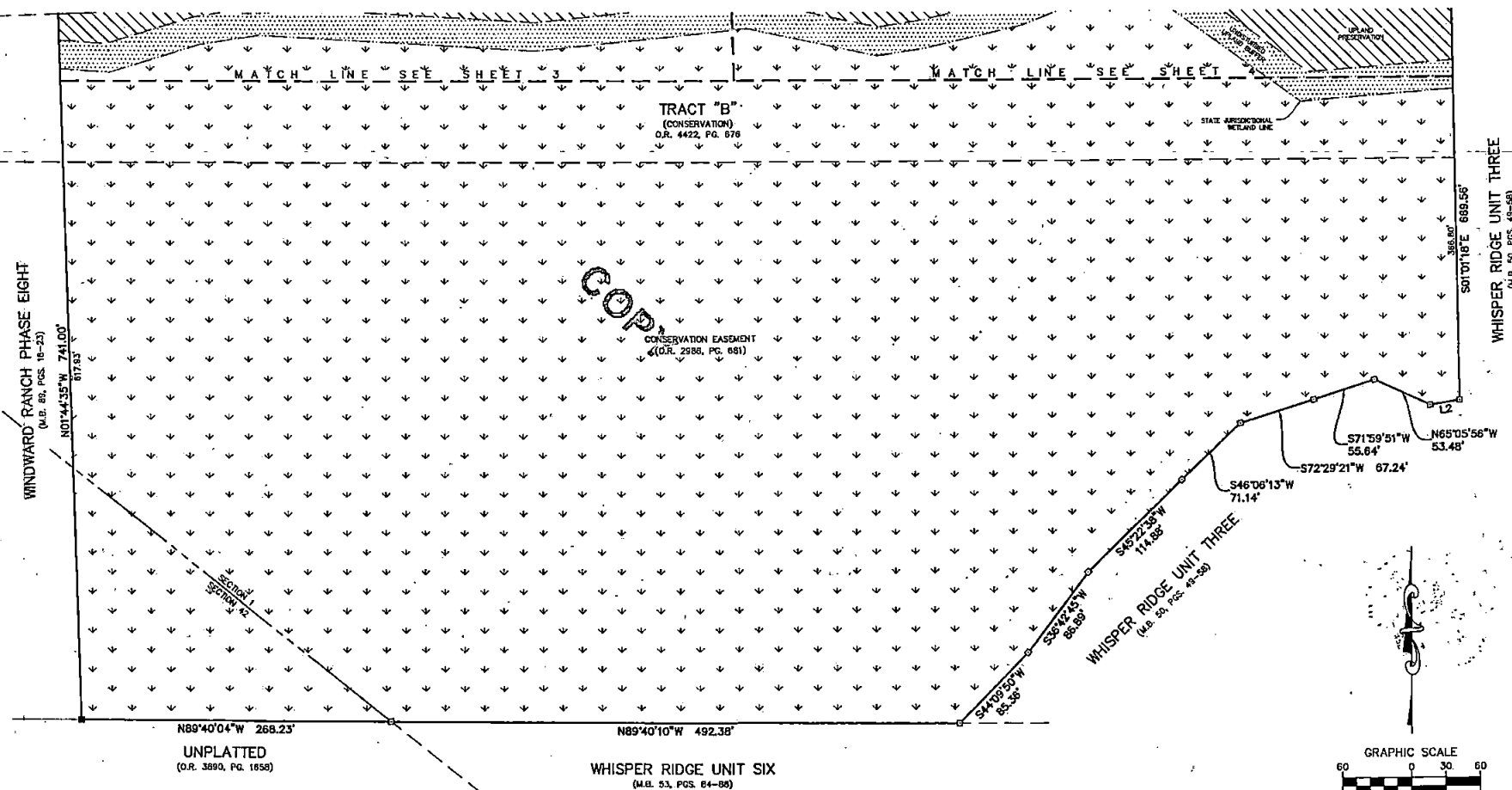
# WINDWARD RANCH PHASE NINE

A TRACT OF LAND BEING A PORTION OF THE NORTH 1/2 OF SECTION 1 AND A PORTION OF THE FLORA LESLIE GRANT, SECTION 42,  
TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

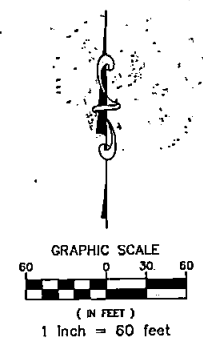
MAP BOOK **94** PAGE **5**

SHEET **5** OF **5** SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line Table		
Line #	Bearing	Distance
L2	S80°56'48"W	26.17'



PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
CERTIFICATE OF AUTHORIZATION LB 48991  
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
1601 COUNTY ROAD 315 SUITE 106  
GREEN COVE SPRINGS, FL 32043  
(904) 284-2224 FAX (904) 284-2258



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

**(Windward Ranch Phase Nine (fka. Encanta PUD))**

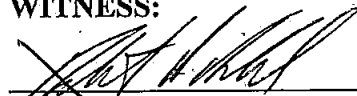
(Lennar Homes, LLC; 9440 Philips Highway, Suite 7, Jacksonville, FL 32256), (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers 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 25 of April 2018

**WITNESS:**

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

Robert A. Beal  
\_\_\_\_\_  
Print Witness Name

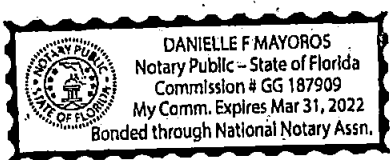
**OWNER:**

  
\_\_\_\_\_  
Owner's Signature

Scott Keiling  
\_\_\_\_\_  
Print Owner's Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2018, by Scott Keiling who (is personally known to me) or has produced \_\_\_\_\_ as identification.



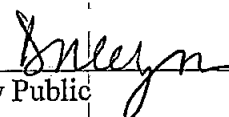
  
\_\_\_\_\_  
Notary Public

Exhibit "A" to Bill of Sale



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Windward Ranch Phase 9

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size, Type & Pipe Class)				
	8" DR18 PVC	LF	900	\$ 24.97	\$ 22,473.00
	6" DR18 PVC	LF	50	\$ 21.50	\$ 1,075.00
	4" DR18 PVC	LF	20	\$ 13.74	\$ 274.80
	2" HDPE PVC	LF	150	\$ 10.00	\$ 1,500.00
	10" HDPE	LF	75	\$ 44.60	\$ 3,345.00
					\$ -
					\$ -
					\$ -
(1)	Water Valves (Size and Type)				
					\$ -
	8" Gate Valve	EA	2	\$ 1,313.04	\$ 2,626.08
	6" Gate Valve	EA	2	\$ 921.61	\$ 1,843.22
	4" Gate Valve	EA	1	\$ 800.15	\$ 800.15
					\$ -
					\$ -
(1)	Hydrants Assembly (Size and Type)				
	Fire Hydrant	EA	2	\$ 2,209.73	\$ 4,419.46
	Flushing Hydrant	EA	1	\$ 875.25	\$ 875.25
					\$ -
					\$ -
(1)	Services (Size and Type)				
	Single Water Service	EA	22	\$ 641.24	\$ 14,107.28
	Double Water Service	EA	8	\$ 727.18	\$ 5,817.44
					\$ -
					\$ -
<b>Total Water System Cost</b>					<b>\$ 59,156.68</b>

Note: Asset Type (1) Water Pipeline and Appurtenances



**St. Johns County Utility Department**

Asset Mangement

Schedule of Values

Project Name:

**Windward Ranch Phase 9**

Contractor:

**Vallencourt Construction Company Inc.**

Developer:

**Lennar**

Item	Unit	Quantity	Unit Cost	Total Cost
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
				\$ -
				\$ -
				\$ -
				\$ -
<b>Sewer Valves (Size and Type)</b>				
				\$ -
				\$ -
				\$ -
				\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
				\$ -
8" SDR 26 PVC	Linear Feet	1088	\$ 35.95	\$ 39,113.60
				\$ -
				\$ -
<b>Laterals (Size and Type)</b>				
6" SDR 26 PVC	Each	38	\$ 576.57	\$ 21,909.66
				\$ -
				\$ -
<b>Manholes (Size and Type)</b>				
<b>Type A</b>				
4-6' Feet Deep	Each	1	\$ 2,957.47	\$ 2,957.47
6-8' Feet Deep	Each	5	\$ 4,366.33	\$ 21,831.65
				\$ -
<b>Lined MH</b>				
				\$ -
				\$ -
<b>Type B</b>				
				\$ -
				\$ -
<b>Lift Station:</b>				
Mechanical Equipment				\$ -
Process Piping				\$ -
Process Structure				\$ -
Process Electrical Equipment				\$ -
Other Improvements				\$ -
<b>Total Sewer System Cost</b>				<b>\$ 85,812.38</b>



**St. Johns County Utility Department**

Asset Management

Schedule of Values

Project Name: Windward Ranch Phase 9

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size, Type & Pipe Class)				
	6" DR18 PVC	LF	900	\$ 18.00	\$ 16,200.00
	4" DR18 PVC	LF	20	\$ 13.74	\$ 274.80
	2" HDPE PVC	LF	285	\$ 10.00	\$ 2,850.00
					\$ -
					\$ -
					\$ -
(1)	Water Valves (Size and Type)				
	6" Gate Valve	EA	2	\$ 842.62	\$ 1,685.24
	4" Gate Valve	EA	1	\$ 632.52	\$ 632.52
					\$ -
					\$ -
(1)	Hydrants Assembly (Size and Type)				
	Flushing Hydrant	EA	1	\$ 824.00	\$ 824.00
					\$ -
					\$ -
					\$ -
(1)	Services (Size and Type)				
	Single Water Service	EA	22	\$ 500.59	\$ 11,012.98
	Double Water Service	EA	9	\$ 700.00	\$ 6,300.00
					\$ -
					\$ -
<b>Total Water System Cost</b>					<b>\$ 39,779.54</b>

Note: Asset Type (1) Water Pipeline and Appurteances



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$184,748.60 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 08-30-2018 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 29 of Aug. 2018

WITNESS:

AWBO  
Witness Signature

Sara Bates  
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 29<sup>th</sup> day of August, 2018, by Michael A Vallencourt II who is personally known to me or has produced \_\_\_\_\_ as identification.

Maria Valdes  
Notary Public

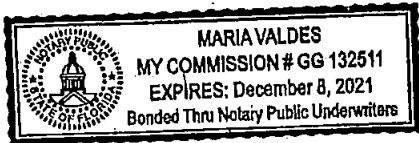


Exhibit "A" to Final Release of Lien



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Windward Ranch Phase 9

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size, Type & Pipe Class)				
	8" DR18 PVC	LF	900	\$ 24.97	\$ 22,473.00
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	4" DR18 PVC	LF	20	\$ 13.74	\$ 274.80
	2" HDPE PVC	LF	150	\$ 10.00	\$ 1,500.00
	10" HDPE	LF	75	\$ 44.60	\$ 3,345.00
					\$ -
					\$ -
					\$ -
(4)	Water Valves (Size and Type)				
					\$ -
	8" Gate Valve	EA	2	\$ 1,313.04	\$ 2,626.08
	6" Gate Valve	EA	2	\$ 921.61	\$ 1,843.22
	4" Gate Valve	EA	1	\$ 800.15	\$ 800.15
					\$ -
					\$ -
(4)	Hydrants Assembly (Size and Type)				
	Fire Hydrant	EA	2	\$ 2,209.73	\$ 4,419.46
	Flushing Hydrant	EA	1	\$ 875.25	\$ 875.25
					\$ -
					\$ -
(4)	Services (Size and Type)				
	Single Water Service	EA	22	\$ 641.24	\$ 14,107.28
	Double Water Service	EA	8	\$ 727.18	\$ 5,817.44
					\$ -
					\$ -
<b>Total Water System Cost</b>					<b>\$ 59,156.68</b>

Note: Asset Type (1) Water Pipeline and Appurtenances



**St. Johns County Utility Department**

Asset Mangement

Schedule of Values

Project Name: Windward Ranch Phase 9

Contractor: Vallencourt Construction Company Inc.

Developer: Lennar

Item	Unit	Quantity	Unit Cost	Total Cost
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
				\$ -
				\$ -
				\$ -
				\$ -
<b>Sewer Valves (Size and Type)</b>				
				\$ -
				\$ -
				\$ -
				\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
				\$ -
8" SDR 26 PVC	Linear Feet	1088	\$ 35.95	\$ 39,113.60
				\$ -
				\$ -
<b>Laterals (Size and Type)</b>				
6" SDR 26 PVC	Each	38	\$ 576.57	\$ 21,909.66
				\$ -
				\$ -
<b>Manholes (Size and Type)</b>				
<b>Type A</b>				
4-6' Feet Deep	Each	1	\$ 2,957.47	\$ 2,957.47
6-8' Feet Deep	Each	5	\$ 4,366.33	\$ 21,831.65
				\$ -
<b>Lined MH</b>				
				\$ -
				\$ -
<b>Type B</b>				
				\$ -
				\$ -
<b>Lift Station:</b>				
Mechanical Equipment				\$ -
Process Piping				\$ -
Process Structure				\$ -
Process Electrical Equipment				\$ -
Other Improvements				\$ -
<b>Total Sewer System Cost</b>				<b>\$ 85,812.38</b>



**St. Johns County Utility Department**

Asset Mangement

Schedule of Values

Project Name: Windward Ranch Phase 9

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size, Type & Pipe Class)				\$ -
	6" DR18 PVC	LF	900	\$ 18.00	\$ 16,200.00
	4" DR18 PVC	LF	20	\$ 13.74	\$ 274.80
	2" HDPE PVC	LF	285	\$ 10.00	\$ 2,850.00
					\$ -
					\$ -
					\$ -
(1)	Water Valves (Size and Type)				
	6" Gate Valve	EA	2	\$ 842.62	\$ 1,685.24
	4" Gate Valve	EA	1	\$ 632.52	\$ 632.52
					\$ -
					\$ -
(1)	Hydrants Assembly (Size and Type)				
	Flushing Hydrant	EA	1	\$ 824.00	\$ 824.00
					\$ -
					\$ -
					\$ -
(1)	Services (Size and Type)				
	Single Water Service	EA	22	\$ 500.59	\$ 11,012.98
	Double Water Service	EA	9	\$ 700.00	\$ 6,300.00
					\$ -
					\$ -
<b>Total Water System Cost</b>					<b>\$ 39,779.54</b>

Note: Asset Type (1) Water Pipeline and Appurteances

Exhibit "D" to Resolution



**WARRANTY  
UTILITY IMPROVEMENTS**

Date: 08-29-2018

Project Title: Windward Ranch Phase 09  
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

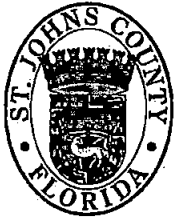
State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 29 day of August, 2018, by Michael A. Vallencourt II who ~~is~~ personally known to me or has produced \_\_\_\_\_ as ~~identification.~~

Maria Valdes  
Notary Public



Exhibit "E" to Resolution



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

Utility Department

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**INTEROFFICE MEMORANDUM**

---

TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Windward Ranch Phase Nine  
DATE: January 29, 2019

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 Nine.

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.



2016 Aerial Imagery

0 190 380 760  
Feet

Date: 2/4/2019

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

**Windward Ranch  
Phase Nine**

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0782

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.

