

RESOLUTION NO. 2017- 11

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FOR A PUMP STATION, AN EASEMENT FOR UTILITIES TO PROVIDE WATER AND SEWER SERVICE TO GRAN LAKE PHASE 1A AND 1D LOCATED OFF PACETTI ROAD, AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, Richmond American Homes of Florida, LP, a Colorado Limited Partnership, has executed and presented to the County a Special Warranty Deed conveying a pump station site and an Easement for Utilities, attached hereto as Exhibits "A" and "B", incorporated by reference and made a part hereof, to provide water and sewer service to Gran Lake Phase 1A and 1D located off Pacetti Road; and

WHEREAS, Richmond American Homes of Florida, LP has executed a Bill of Sale and schedule of values conveying all personal property associated with the water and sewer system servicing Gran Lake Phase 1A and 1D, attached hereto as Exhibits "C", "D", and "E", 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 "F," 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 Special Warranty Deed, Easement for Utilities, and Bill of Sale and Schedule of Values attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scriveners 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 Circuit Court is instructed to record the original Special Warranty Deed and Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 17th day of January, 2017.

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

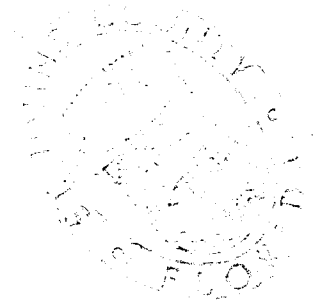
By: _____

James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

Pam Halterman
Deputy Clerk

RENDITION DATE 1/20/17



This Instrument Prepared By:
St Johns County, Florida

EXHIBIT "A" TO RESOLUTION

Return this Instrument to:
Richmond American Homes of Florida, LP
1560 Wells Road, Building A, Suite 105
Orange Park, Florida 32073

SPECIAL WARRANTY DEED

(Tract J – Pump Station)

THIS SPECIAL WARRANTY DEED, dated 15th day of September, 2016 is by and from **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado Limited Partnership, whose address is 1560 Wells Road, Building A, Suite 105, Orange Park, Florida 32073, hereinafter called "Grantor" and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee. (Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows:

Tract J (Pump Station) of Gran Lake Phase 1A, according to the map thereof as recorded in Map Book 80, Page 5, of the Public Records of St. Johns County, Florida


TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

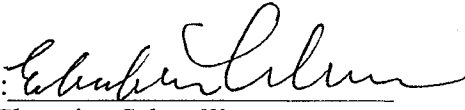
The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to ad valorem property taxes accruing subsequent to December 31, 2015; and covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

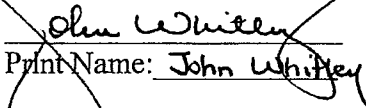
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

RICHMOND AMERICAN HOMES
OF FLORIDA, LP, a Colorado
Limited Partnership


Print Name: Tina Baker

By: 
Ekaterina Schwallie
Its: Division President


Print Name: John Whitley

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 15 day of September, 2016, by Ekaterina Schwallie, Division President of RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado Limited Partnership, who is personally known to me.


Notary Public

My commission expires:



EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 12 day of September, 2016 by **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, A Colorado Limited Partnership, with an address of 1560 Wells Road, Building A #105, Orange Park, Florida 32073, 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, sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. 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) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain 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

RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado Limited Partnership

In the presence of:

JMB
Witness Signature

Tina Baker
Print Name

John Whitley
Witness Signature

John Whitley
Print Name

By: Ekaterina Schwallie

Print Name: Ekaterina Schwallie

Its: Division President

State of Florida
County of Clay

The foregoing instrument was acknowledged before me this 12 day of September, 2016, by Ekaterina Schwallie who is personally known to me or has produced _____ as identification.

Sue Springer
Notary Public

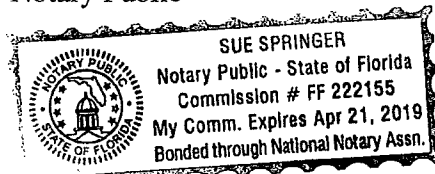


EXHIBIT "A"
EASEMENT AREAS

Tracts E, F, and I of the Plat of Gran Lake 1A as recorded in Plat Book 80 Page 5 of the Public Records of St. Johns County, Florida.

Together with the following described property:

Tract P of the Plat of Gran Lake 1D as recorded in Plat Book 80 Pages 29 of the Public Records of St. Johns County, Florida.

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Exhibit "A" (cont)



Bartram Trail Surveying, Inc.

1501 County Road 315, Suite 106
Green Cove Springs, FL 32043
Bartramtrail@bartramtrail.net

Office 904-284-2224
Fax 904-284-2258

DESCRIPTION:

A 10-foot-wide utility easement being comprised of that certain "10' UTILITY EASEMENT" covering a portion of Tract "B-1", GRAN LAKE PHASE 1A, according to Map Book 80, pages 5 through 15, of the Public Records of St. Johns County, Florida, and that certain "10' UTILITY EASEMENT" covering a portion of Tract "P", GRAN LAKE PHASE 1D, according to Map Book 80, pages 29 through 33, of said Public Records; said easement being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "B-1"; thence along the Westerly line of said Tract, run the following two courses: 1) S12°22'05"W, 407.20 feet to the point of curvature of a curve concave to the East; 2) Southerly along the arc of said curve, having a radius of 1,967.01 feet, a central angle of 05°15'29", an arc length of 180.51 feet, and a chord bearing and distance of S09°44'21"W, 180.45 feet to the Northerly line of said "10' UTILITY EASEMENT" covering a portion of Tract "B-1" and the POINT OF BEGINNING of the easement described herein.

From the Point of Beginning thus described, run along said Northerly line, and then along the Northerly line of said "10' UTILITY EASEMENT" covering a portion of Tract "P", N87°23'13"E, 170.03 feet; thence continue along last said line the following three courses: 1) N76°18'29"E, 93.80 feet; 2) N87°33'29"E, 115.97 feet; 3) S47°26'31"E, 43.97 feet to the most Easterly corner of last said easement; thence along the Easterly line thereof, S42°33'29"W, 10.00 feet to the Southerly line of last said easement; thence along said line, run the following three courses: 1) N47°26'31"W, 39.82 feet; 2) S87°33'29"W, 110.84 feet; 3) S76°18'29"W, 93.78 feet; thence continuing along said line, and then along the Southerly line of said "10' UTILITY EASEMENT" covering a portion of Tract "B-1", S87°23'13"W, 172.69 feet to a point on said Westerly line of Tract "B-1", said point lying on a curve concave to the East; thence Northerly along said Westerly line and along the arc of said curve, having a radius of 1,967.01 feet, a central angle of 00°17'43", an arc length of 10.14 feet, and a chord bearing and distance of N06°57'45"E, 10.14 feet to the POINT OF BEGINNING of the easement herein described.

Containing 4,207 square feet or 0.10 acres, more or less.

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

Exhibit "A" (cont)



Bartram Trail Surveying, Inc.

1501 County Road 315, Suite 106
Green Cove Springs, FL 32043
Bartramtrail@bartramtrail.net

Office 904-284-2224
Fax 904-284-2258

DESCRIPTION:

That certain "30' ACCESS & UTILITIES EASEMENT" covering a portion of Tracts "A" and "B-2", GRAN LAKE PHASE 1A, according to Map Book 80, pages 5 through 15, of the Public Records of St. Johns County, Florida; said easement being more particularly described as follows:

Commence at the most Northerly corner of Lot 23, said GRAN LAKE PHASE 1A; thence along the Southeasterly line of Tract "I", said GRAN LAKE PHASE 1A, N35°44'12"E, 33.98 feet to the Southerly line of said "30' ACCESS & UTILITIES EASEMENT" and the Point of Beginning of easement described herein.

From the Point of Beginning thus described, continue along said Southerly line, N35°44'12"E, 13.52 feet to the angle point in said line; thence continue along said line, and then along the Easterly line of Tract "J", said GRAN LAKE PHASE 1A, N02°43'25"W, 19.41 feet to the Northerly line of said "30' ACCESS & UTILITIES EASEMENT"; thence along said line, N87°16'35"E, 290.00 feet to a point on the Easterly line of said Tract "A", said point being on a curve concave to the East; thence Southerly along the arc of said curve, having a radius of 187.00 feet, a central angle of 09°14'06", an arc length of 30.14 feet, and a chord bearing and distance of S07°35'04"E, 30.11 feet to the Southerly line of said "30' ACCESS & UTILITIES EASEMENT"; thence along said line, S87°16'35"W, 300.96 feet to the POINT OF BEGINNING of the easement herein described.

Containing 8,771 square feet or 0.20 acres, more or less.

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

SKETCH & DESCRIPTION

DESCRIPTION:

A UTILITY EASEMENT COVERING A PORTION OF TRACT "P", GRAN LAKE PHASE 1D, ACCORDING TO MAP BOOK 80, PAGES 29 THROUGH 33, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

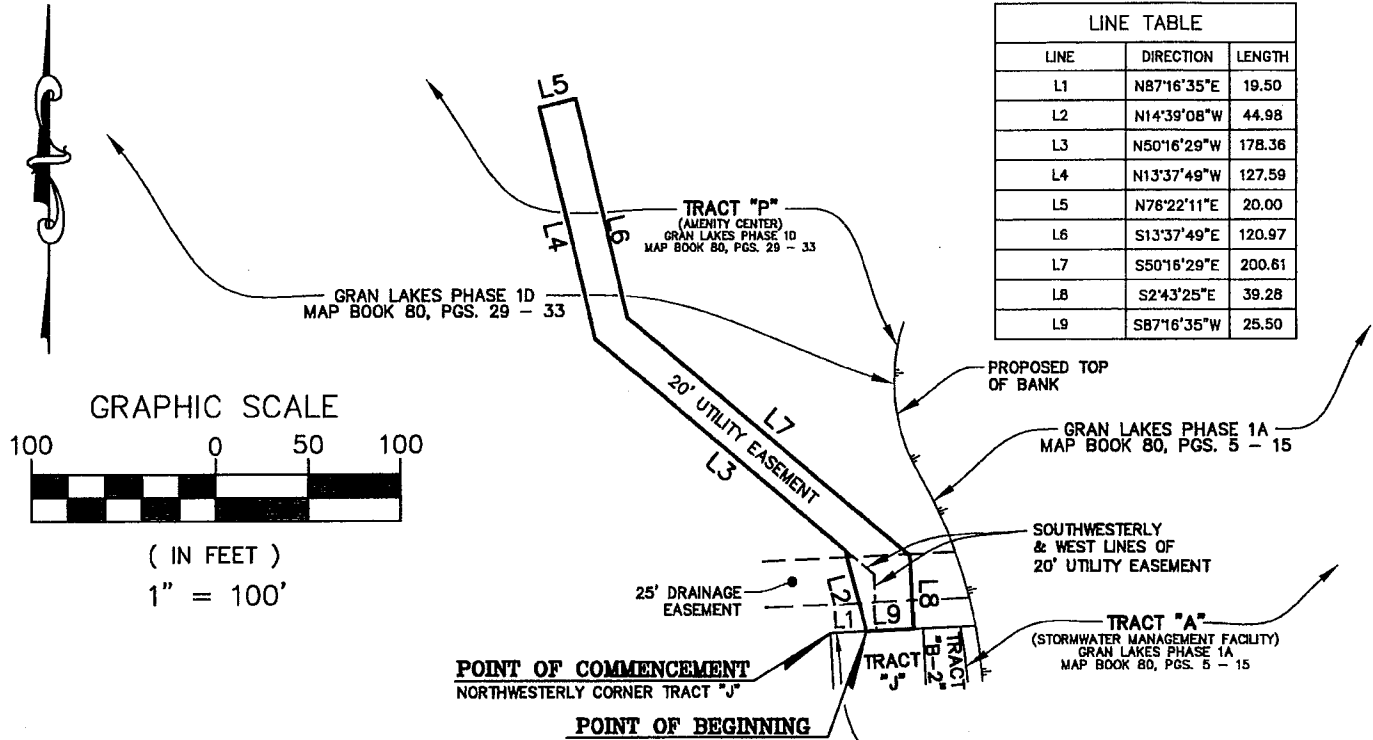
COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT "J", GRAN LAKE PHASE 1A, ACCORDING TO MAP BOOK 80, PAGES 5 THROUGH 15, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT, N87°16'35"E, 19.50 FEET TO THE POINT OF BEGINNING OF EASEMENT DESCRIBED HEREIN;

FROM THE POINT OF BEGINNING THUS DESCRIBED, DEPARTING SAID NORTHERLY LINE, N14°39'08"W, 44.98 FEET TO THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN "20' UTILITY EASEMENT" COVERING A PORTION OF SAID TRACT "P"; THENCE ALONG THE BOUNDARIES OF SAID "20' UTILITY EASEMENT", RUN THE FOLLOWING SEVEN (7) COURSES, 1) N50°16'29"W, 178.36 FEET; 2) N13°37'49"W, 127.59 FEET; 3) N76°22'11"E, 20.00 FEET; 4) S13°37'49"E, 120.97 FEET; 5) S50°16'29"E, 200.61 FEET; 6) S02°43'25"E, 39.28 FEET; 7) S87°16'35"W, 25.50 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED.

CONTAINING 7,520 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N87°16'35"E	19.50
L2	N14°39'08"W	44.98
L3	N50°16'29"W	178.36
L4	N13°37'49"W	127.59
L5	N76°22'11"E	20.00
L6	S13°37'49"E	120.97
L7	S50°16'29"E	200.61
L8	S2°43'25"E	39.28
L9	S87°16'35"W	25.50



GENERAL NOTES:

1. BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT "J" AS BEING N87°16'35"E (L1).
2. THIS IS NOT A BOUNDARY SURVEY.
3. ADDITIONS, DELETIONS AND/OR ANY WRITTEN INFORMATION ADDED TO THIS MAP AND/OR REPORT IS PROHIBITED AND IS NOT AUTHORIZED BY THE SIGNING SURVEYOR.
4. THIS MAP IS INTENDED TO BE VIEWED AT A SCALE OF 1"=100' OR SMALLER.
5. THIS SKETCH IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO CERTIFICATION HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THIS SKETCH AND IS NOT TRANSFERABLE. ANY COPIES OF THIS SKETCH THAT ARE USED IN ANY SUBSEQUENT TRANSACTIONS SHALL BE NULL AND VOID IF THEY DO NOT BEAR THE EMBOSSED RAISED SEAL OF THE SIGNING SURVEYOR. THE USE OF SUCH DOCUMENTS RELEASES THE SIGNING SURVEYOR OF ANY FURTHER CLAIMS OF LIABILITY OF ANY SUBSEQUENT TRANSACTIONS AND IS ONLY VALID UP TO 60 DAYS AFTER THE INITIAL SIGNING DATE.
6. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
7. THIS SKETCH IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

WOOD DEVELOPMENT COMPANY
PREPARED FOR: OF JACKSONVILLE

WOOD DEVELOPMENT COMPANY
CERTIFIED TO: OF JACKSONVILLE

F:\LPT\WOOD DEV OF JAX GRAN LAKE UNIT 1\LEGAL\ESMT LGLS & SKETCHES FOR SCAUD\COMBINED UTILITY ESMT OVER TRACT P --PHID.dwg

LEGEND

--- BOUNDARY BETWEEN ADJACENT LOTS --- BOUNDARY OF WATER

--- BOUNDARY OF TRACT --- BOUNDARY OF TRACT

--- BOUNDARY OF SUBDIVISION --- BOUNDARY OF SUBDIVISION

--- BOUNDARY OF SECTION --- BOUNDARY OF SECTION

--- BOUNDARY OF TOWNSHIP --- BOUNDARY OF TOWNSHIP

--- BOUNDARY OF COUNTY --- BOUNDARY OF COUNTY

--- BOUNDARY OF STATE --- BOUNDARY OF STATE

--- BOUNDARY OF FEDERAL LANDS --- BOUNDARY OF FEDERAL LANDS

--- BOUNDARY OF NATIONAL LANDS --- BOUNDARY OF NATIONAL LANDS

--- BOUNDARY OF LOCAL LANDS --- BOUNDARY OF LOCAL LANDS

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--- BOUNDARY OF PUBLIC LANDS --- BOUNDARY OF PUBLIC LANDS

--- BOUNDARY OF UNDEVELOPED LANDS --- BOUNDARY OF UNDEVELOPED LANDS

--- BOUNDARY OF DEVELOPED LANDS --- BOUNDARY OF DEVELOPED LANDS

--- BOUNDARY OF OPEN SPACE --- BOUNDARY OF OPEN SPACE

--- BOUNDARY OF WETLANDS --- BOUNDARY OF WETLANDS

--- BOUNDARY OF FLOOD ZONE --- BOUNDARY OF FLOOD ZONE

--- BOUNDARY OF UTILITIES --- BOUNDARY OF UTILITIES

--- BOUNDARY OF EASEMENTS --- BOUNDARY OF EASEMENTS

--- BOUNDARY OF ENCUMBRANCES --- BOUNDARY OF ENCUMBRANCES

--- BOUNDARY OF RECORDS --- BOUNDARY OF RECORDS

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--- BOUNDARY OF CONDITIONS --- BOUNDARY OF CONDITIONS

--- BOUNDARY OF RESTRICTIONS --- BOUNDARY OF RESTRICTIONS



BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE NO. 108 (904) 284-2224
GREEN COVE SPRINGS, FL 32043 FAX (904) 284-2258
CERTIFICATE OF AUTHORIZATION LB #8991
COPYRIGHT © 2016



"I HEREBY CERTIFY, that this sketch was made under my responsible direction and compliance with the latest Standards of Practice as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter S-17 F.A.C.; Pursuant to section 472.027, Florida statutes, subject to all notes and notations shown hereon.

NOTATION:
The sketch hereon was made without benefit of abstract or search of title, and therefore the undersigned and Bartram Trail Surveying make no Certifications regarding information shown or not shown hereon pertaining to easements, claims of easements, Rights-of-way, setback lines, overlaps, Boundary Line disputes, agreements, reservations or other similar matters which may appear in the abstract, or search.

F.I.R.M. FLOOD ZONE W/ ELEVATION:	N/A
PANEL NO.:	N/A
FB/PG:	N/A
DATE:	11/10/2016
SCALE:	1"=100'
PROJECT NO.:	849-18-001
REVISION:	

FIELD WORK COMPLETED: N/A
MAP ORIGINALLY SIGNED: NOVEMBER 10, 2016
JOHN S. ADAMS, P.L.S.
STATE OF FLORIDA LICENSE NUMBER LS 4489

This sketch is prepared and certified for the exclusive use of the client named hereon and the sketch and report of the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
DRAWN BY: DJH CHECKED BY: JSA

SHEET 1 OF 1



EXHIBIT "C" TO RESOLUTION
BILL OF SALE
UTILITY IMPROVEMENTS
 for
GRAN LAKE

RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado Limited Partnership whose address is 1560 Wells Road, Building A, Suite 105, Orange Park, Florida 32073, (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 attached **Exhibit "A", Schedule of Values for Gran Lake Phase 1A**

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 12 of September, 2016.

WITNESS:

OWNER: RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado Limited Partnership

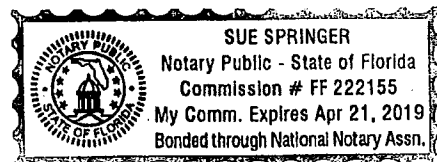
JMB
 Witness Signature
TINA Baker
 Print Witness Name
John Whitley
 Witness Signature
John Whitley
 Print Witness Name

Ekaterina Schwallie
 By: Ekaterina Schwallie
 Its: Division President

STATE OF FLORIDA
 COUNT OF CLAY

The foregoing instrument was acknowledged before me this 12 day of September, 2016, by Ekaterina Schwallie, Division President of Richmond American Homes of Florida, LP, a Colorado limited partnership, who is personally known to me.

Sue Springer
 Notary Public





St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Gran Lakes 1A
 Contractor: A. J. Johns, Inc.
 Developer: Richmond American Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
2" Poly Water Main	LF	320	\$ 9.46	\$ 3,027.84
4" DR 18 PVC Water Main	LF	200	\$ 10.27	\$ 2,054.00
6" DR 18 PVC Water Main	LF	40	\$ 14.19	\$ 567.60
8" DR 18 PVC Water Main	LF	1800	\$ 17.98	\$ 32,364.00
10" DR 18 PVC Water Main	LF	180	\$ 36.89	\$ 6,640.20
10" HDPE Water Main Road Crossings	LF	150	\$ 195.85	\$ 29,377.50
12" HDPE Water Main Road Crossings	LF	30	\$ 222.25	\$ 6,667.50
Water Valves (Size and Type)				
6" Gate Valve	Ea	6	\$ 1,326.25	\$ 7,957.50
8" Gate Valve	Ea	7	\$ 1,868.20	\$ 13,077.40
			\$ -	\$ -
			\$ -	\$ -
Hydrants Assembly (Size and Type)				
2" Flushing Hydrant	Ea	2	\$ 938.16	\$ 1,876.32
6" Fire Hydrant	Ea	5	\$ 3,725.20	\$ 18,626.00
			\$ -	\$ -
Sevices (Size and Type)				
Double Services	Ea	22	\$ 687.94	\$ 15,134.68
Single Services	Ea	26	\$ 587.28	\$ 15,269.28
			\$ -	\$ -
			\$ -	\$ -
Total Water System Cost			\$	152,639.80

EXHIBIT A



St. Johns County Utility Department Asset Management Schedule of Values

Project Name:	Gran Lakes 1A
Contractor:	A. J. Johns, Inc.
Developer:	Richmond American Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
6" DR 18 PVC Force Main	LF	1700	\$ 22.86	\$ 38,862.00
8" HDPE Road Crossing	LF	30	\$ 298.55	\$ 8,956.50
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sewer Valves (Size and Type)				
6" Gate Valve FM	Ea	1	\$ 947.27	\$ 947.27
Air Release Valve FM	Ea	2	\$ 6,134.44	\$ 12,268.88
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC Sewer Main	LF	3600	\$ 34.87	\$ 125,532.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Laterals (Size and Type)				
6" SDR 26 PVC Sewer Services	EA	62	\$ 1,129.42	\$ 70,024.04
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Manholes (Size and Type)				
Type A	EA	17	\$ 6,861.76	\$ 116,649.92
Type B	EA	1	\$ 12,193.77	\$ 12,193.77
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 146,505.70	\$ 146,505.70
Process Piping	Lump Sum	1	\$ 61,134.80	\$ 61,134.80
Process Structure	Lump Sum	1	\$ 45,295.20	\$ 45,295.20
Process Electrical Equipment	Lump Sum	1	\$ 35,985.00	\$ 35,985.00
Other Improvements	Lump Sum	1	\$ 19,952.30	\$ 19,952.30
Total Sewer System Cost				\$ 694,307.38



EXHIBIT "D" TO RESOLUTION
BILL OF SALE
UTILITY IMPROVEMENTS
 for
GRAN LAKE

RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado Limited Partnership whose address is 1560 Wells Road, Building A, Suite 105, Orange Park, Florida 32073, (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 attached **Exhibit "A", Schedule of Values for Pacetti Road and Additional Right of Way Tracts E and F, Gran Lake Phase 1A**

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 12 of September, 2016.

WITNESS:

OWNER: RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado Limited Partnership

JMB

Witness Signature

Tina Baker

Print Witness Name

John Whitley

Witness Signature

John Whitley

Print Witness Name

Ekaterina Schwallie

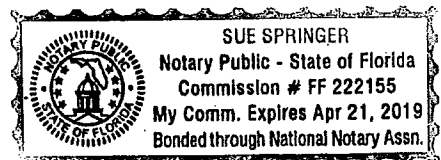
By: Ekaterina Schwallie

Its: Division President

STATE OF FLORIDA
 COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 12 day of September, 2016, by Ekaterina Schwallie, Division President of Richmond American Homes of Florida, LP, a Colorado limited partnership, who is personally known to me.

Sue Springer
 Notary Public





St. Johns County Utility Department
 Asset Management
 Schedule of Values

EXHIBIT A

Project Name:	Gran Lakes Utilities (OFFSITE)
Contractor:	A. J. Johns, Inc.
Developer:	Richmond American Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
20" PVC DR 18	LF	1580	\$ 77.85	\$ 123,003.00
24" HDPE	LF	75	\$ 233.75	\$ 17,531.25
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
20" GATE VALVE	Ea	2	\$ 3,395.26	\$ 6,790.52
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" FIRE HYDRANT	Ea	2	\$ 4,914.88	\$ 9,829.76
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water (Offsite) System Cost				\$ 157,154.53



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Gran Lakes Utilities (OFFSITE)
Contractor:	A. J. Johns, Inc.
Developer:	Wood Development Company of Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
8" PVC DR 18	LF	1700	\$ 14.92	\$ 25,364.00
10" DR 11 HDPE	LF	150	\$ 143.94	\$ 21,591.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
8" GATE VALVE	Ea	1	\$ 1,168.55	\$ 1,168.55
2" AIR RELEASE VALVE	Ea	2	\$ 6,562.56	\$ 13,125.12
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
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 (OFFSITE) System Cost				\$ 61,248.67



BILL OF SALE
UTILITY IMPROVEMENTS
for
GRAN LAKE

RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado Limited Partnership whose address is 1560 Wells Road, Building A, Suite 105, Orange Park, Florida 32073, (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 attached **Exhibit "A", Schedule of Values for Gran Lake Phase 1D**

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 12 of September, 2016.

WITNESS:

OWNER: RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado Limited Partnership

JMB

Ekaterina Schwallie

Witness Signature

Jina Baker

Print Witness Name

John Whitley

Witness Signature

John Whitley

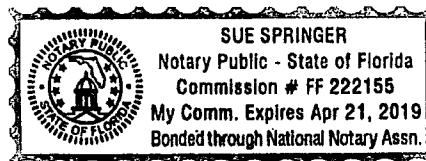
Print Witness Name

By: Ekaterina Schwallie
Its: Division President

STATE OF FLORIDA
COUNT OF CLAY

The foregoing instrument was acknowledged before me this 12 day of September, 2016, by Ekaterina Schwallie, Division President of Richmond American Homes of Florida, LP, a Colorado limited partnership, who is personally known to me.

Sue Springer
Notary Public





St. Johns County Utility Department
Asset Management
Schedule of Values

EXHIBIT A

Project Name: Gran Lakes Amenity 1D
Contractor: A. J. Johns, Inc.
Developer: Richmond American Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR 18 PVC Water Main	LF	20	\$ 14.19	\$ 283.80
8" DR 18 PVC Water Main	LF	460	\$ 21.13	\$ 9,719.80
				\$ -
				\$ -
				\$ -
Water Valves (Size and Type)				
6" Gate Valve	Ea	1	\$ 1,181.19	\$ 1,181.19
8" Gate Valve	Ea	1	\$ 1,768.20	\$ 1,768.20
				\$ -
				\$ -
				\$ -
Hydrants Assembly (Size and Type)				
2" Flushing Hydrant	Ea	1	\$ 938.16	\$ 938.16
6" Fire Hydrant	Ea	1	\$ 3,925.20	\$ 3,925.20
				\$ -
Services (Size and Type)				
Single Services 2"	Ea	1	\$ 1,589.22	\$ 1,589.22
				\$ -
				\$ -
				\$ -
Total Water System Cost				\$ 19,405.57



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Gran Lakes Amenity 1D
Contractor:	A. J. Johns, Inc.
Developer:	Richmond American Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sewer Valves (Size and Type)				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC Sewer Main	LF	480	\$ 35.87	\$ 17,217.60
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Laterals (Size and Type)				
6" SDR 26 PVC Sewer Services	EA	1	\$ 1,429.42	\$ 1,429.42
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Manholes (Size and Type)				
			\$ -	\$ -
6-8 foot deep	EA	3	\$ 7,861.76	\$ 23,585.28
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
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				\$ 42,232.30



St. Johns County Board of County Commissioners

Utility Department

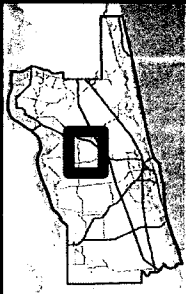
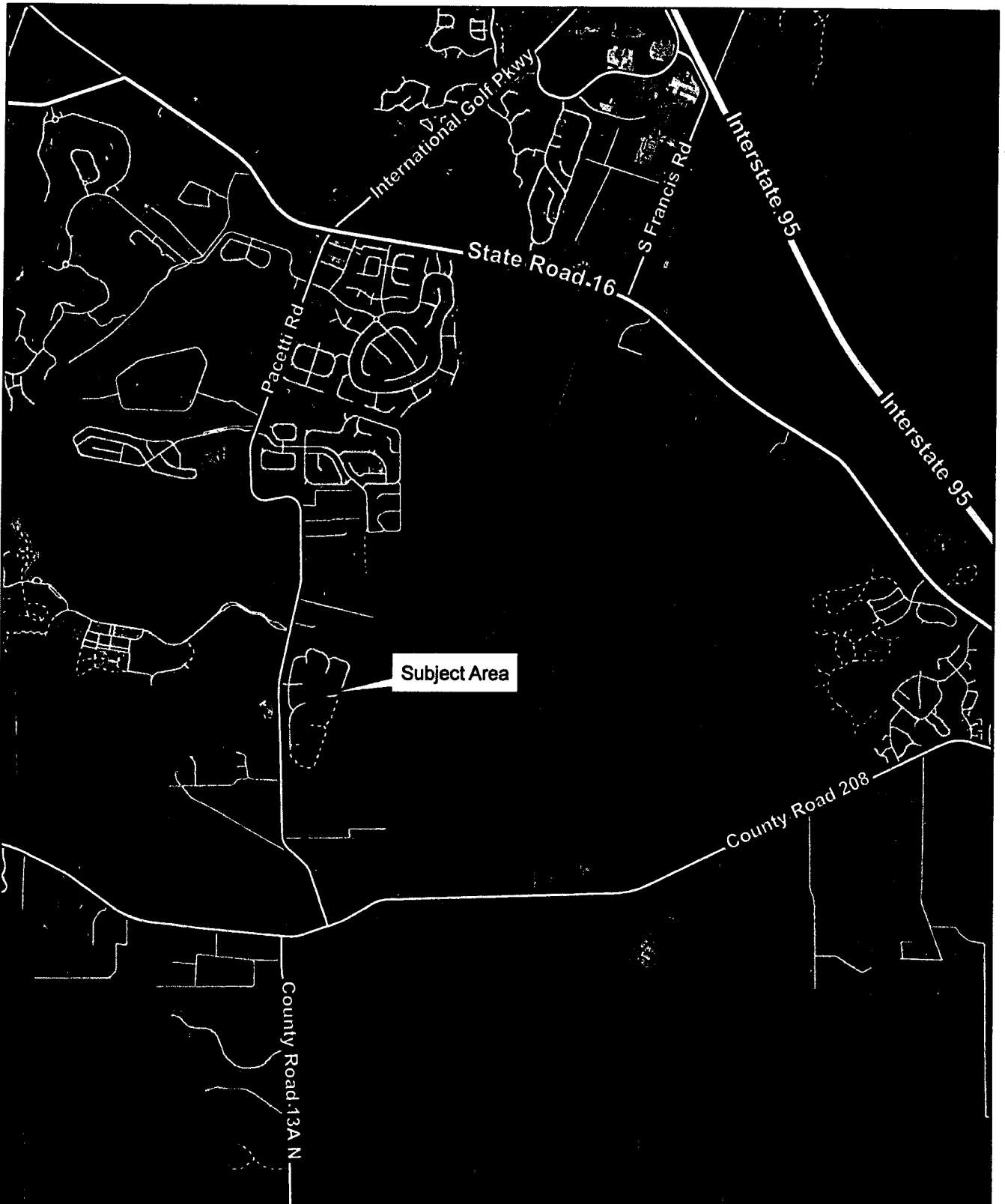
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Gran Lake Phase 1A, 1B, 1C, & 1D
DATE: December 5, 2016

Please present the Easement, Warranty Deed, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Gran Lake Phase 1A, 1B, 1C, & 1D.

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 1,000 2,000
 Feet
 December 8, 2016

**Special Warranty Deed,
 Easement for Utilities,
 and Bill of Sale**

Gran Lake Phase 1B & 1C

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.

