

RESOLUTION NO. 2017- 14

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM TO SERVE PALENCIA NORTH PHASE III B LOCATED OFF US 1 NORTH.

RECITALS

WHEREAS, Lennar Homes LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Sweetwater Creek Community Development District has executed a Bill of Sale and schedule of values conveying all personal property associated with the water and sewer system to serve Palencia North Phase III B, attached hereto as Exhibit "B", 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 "C," 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 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, 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 Circuit Court is instructed to record the original 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

Hunter S. Conrad
Deputy Clerk

RENDITION DATE 1/20/17

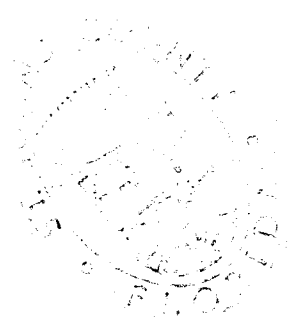


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this _____ day of _____, 2016 by Lennar Homes LLC, with an address of 9440 Philips Highway, Suite 7, Jacksonville, FL 32256, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

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

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. (a) WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness

By: [Signature]
Its: Scott Keiling

Robert A. Deahl
Print Name

[Signature]
Witness

Danielle Mayoras
Print Name

State of FLORIDA
County of DUVAL

The foregoing instrument was acknowledged before me this 7th day of NOVEMBER, 2016, by SCOTT KEILING who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



EXHIBIT "A"

EASEMENT AREA

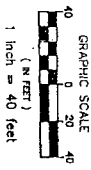
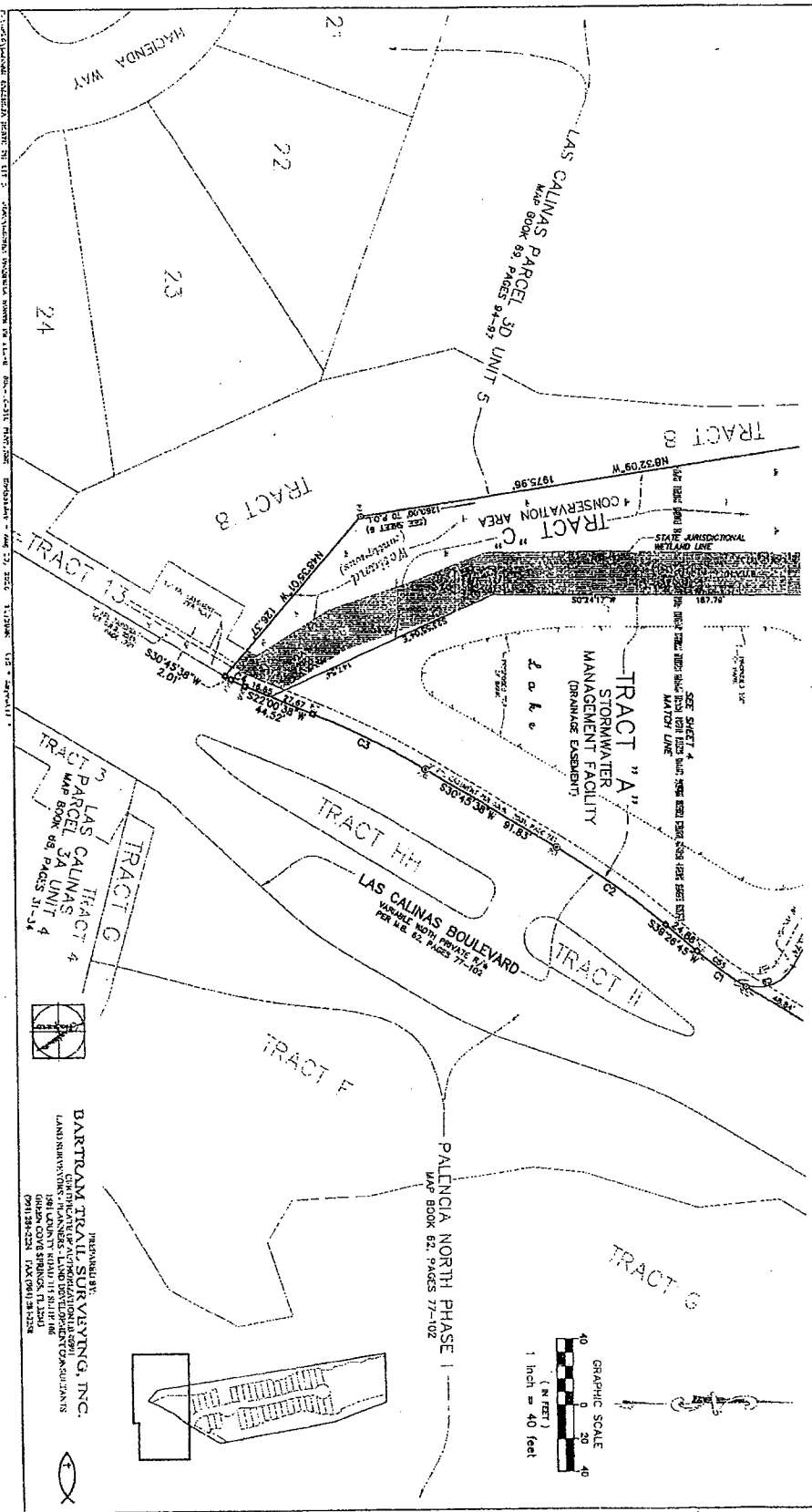
Being those private rights of ways depicted as OTERO POINT as recorded per the attached Plat being Map Book 81, Page 28 through 35, recorded in the Public Records of St. Johns County, Florida.

PALENCIA NORTH PHASE III B
 A PORTION OF FRACTIONAL SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK 92, PAGE 30
 SHEET 3 OF 8 SHEETS

CURVE TABLE

CURVE	STATION	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA
C1	225.00	18.30	S27°04'4" E	16.23	97°00'
C2	200.00	60.79	S33°23'07" W	60.03	87°00'
C3	200.00	76.38	S29°23'07" W	76.28	87°00'
C4	75.00	11.45	S20°23'07" W	11.44	91°00'
C5	22.00	44.20	N13°00'30" W	38.03	92°13'45"
C6	22.00	76.43	N30°00'00" W	76.41	72°00'00"
C7	15.00	24.10	N15°00'30" E	21.10	92°00'00"

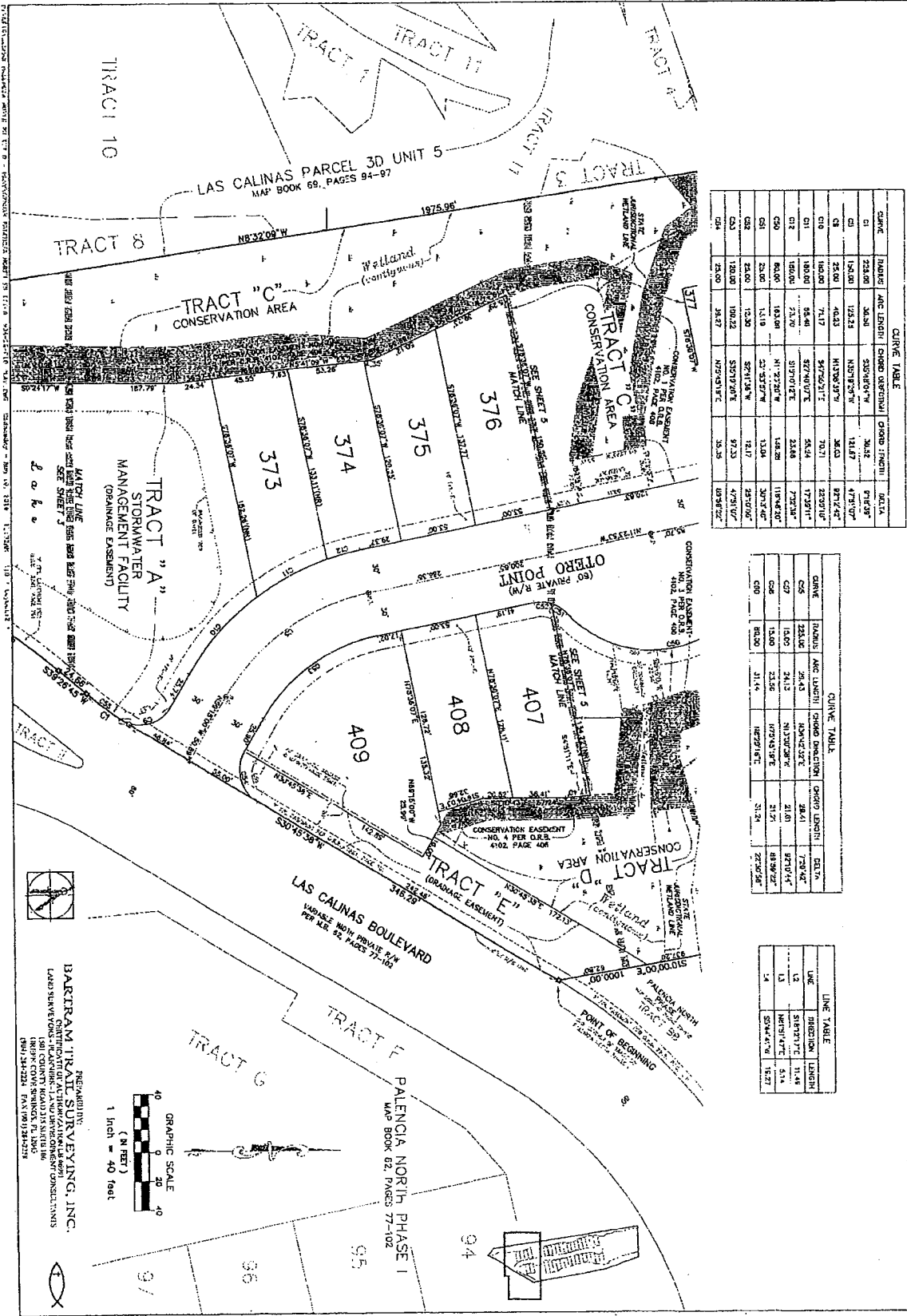


REPRESENDED BY:
BARTRAM TRAVIS SURVEYING, INC.
 LAND SURVEYORS
 1281 COUNTY ROAD 111, SUITE 102
 GIBSON COVE BRIDGE, FL 32058
 (904) 281-2222 FAX (904) 281-2222



PALENCIA NORTH PHASE III B
 A PORTION OF FRACTIONAL SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK 81 PAGE 31
 SHEET 4 OF 8 SHEETS



CURVE TABLE

CURVE	BEARING	ARC LENGTH	CHORD DISTANCE	CHORD BEARING	DATA
C1	234.00	34.83	33.97	34.15	97.00'
C2	154.00	123.23	118.77	118.77	473.00'
C3	25.00	44.33	41.30	38.43	97.44'
C4	184.00	74.17	70.71	67.91'	323.00'
C5	180.00	56.46	52.74	50.34	172.00'
C6	180.00	23.00	21.97	21.97	72.00'
C7	80.00	18.00	17.14	16.28	52.00'
C8	23.00	13.19	12.52	11.84	37.44'
C9	23.00	12.80	12.14	11.47	35.00'
C10	120.00	120.22	115.91	111.60	423.00'
C11	120.00	34.27	32.93	31.58	99.00'

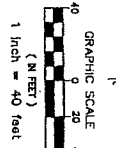
CURVE TABLE

CURVE	BEARING	ARC LENGTH	CHORD DISTANCE	CHORD BEARING	DATA
C12	234.00	34.83	33.97	34.15	97.00'
C13	154.00	123.23	118.77	118.77	473.00'
C14	25.00	44.33	41.30	38.43	97.44'
C15	184.00	74.17	70.71	67.91'	323.00'
C16	180.00	56.46	52.74	50.34	172.00'
C17	180.00	23.00	21.97	21.97	72.00'
C18	80.00	18.00	17.14	16.28	52.00'
C19	23.00	13.19	12.52	11.84	37.44'
C20	23.00	12.80	12.14	11.47	35.00'

LINE TABLE

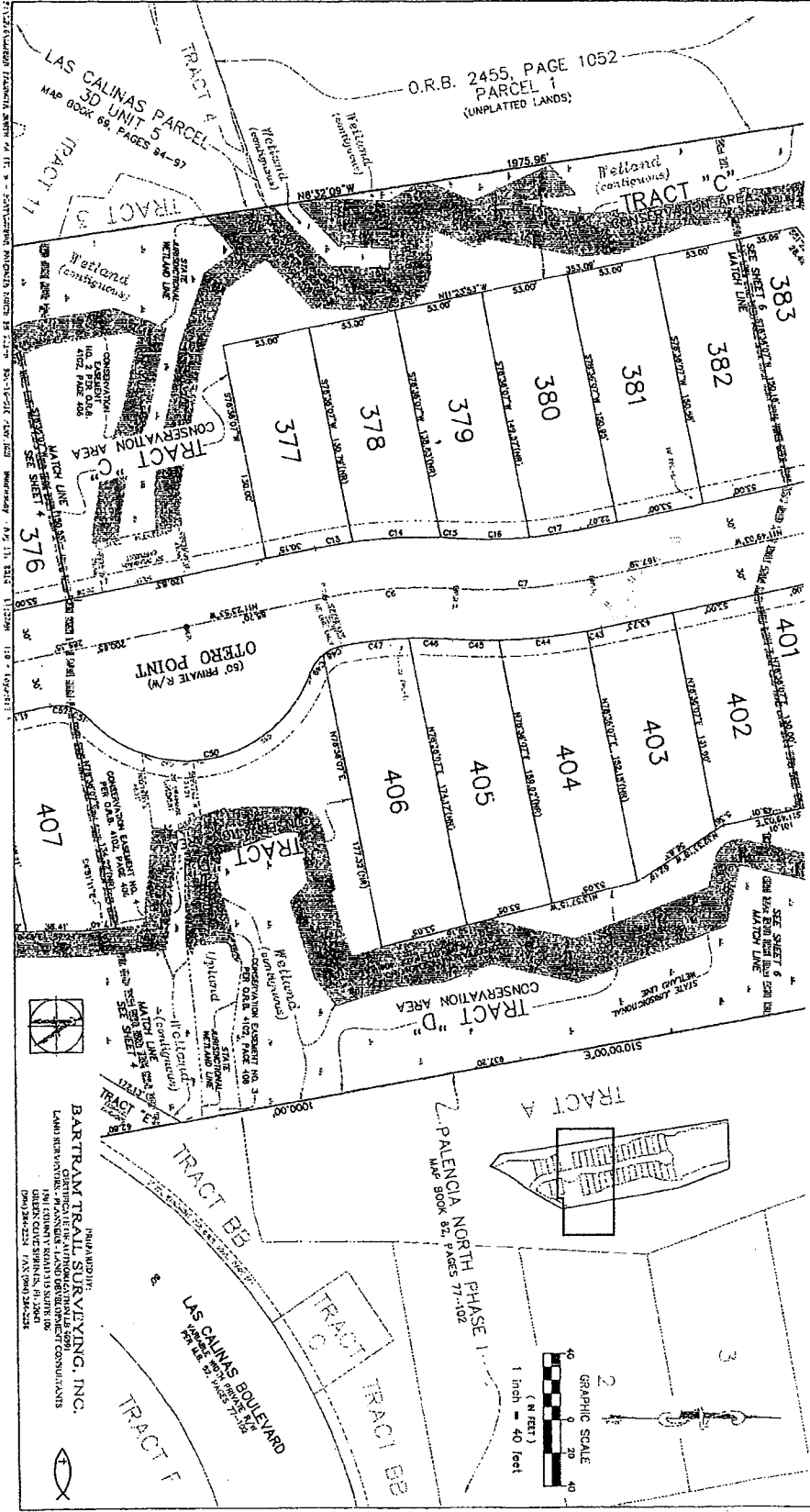
LINE	SECTION	LENGTH
L1	SECTION 114	173.00'
L2	SECTION 114	97.00'
L3	SECTION 114	514
L4	SECTION 114	1527

BARTRAM TRAIL SURVEYING, INC.
 LAND SURVEYORS
 2801 COUNTY ROAD 215, SUITE 100
 FORT COCKERMAN, FL 32034
 (904) 247-2221 FAX (904) 247-2215



PALENCIA NORTH PHASE III B
 A PORTION OF FRACTIONAL SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK 81 PAGE 32
 SHEET 5 OF 8 SHEETS



CURVE TABLE

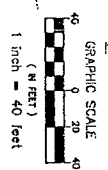
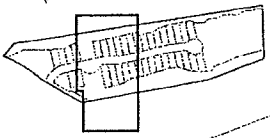
CURVE #	RADIUS	ARC LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C6	300.00	78.44	54.6200'W	74.60	67.852°
C7	300.00	82.03	N43.901°W	81.78	15.002°
C14	300.00	22.80	S87.441°E	22.86	2.9817°
C15	300.00	54.87	S27.981°E	53.81	87.907°
C16	200.00	11.26	S23.271°E	11.28	1.9738°
C17	200.00	42.85	N07.117°W	42.80	87.933°
C18	200.00	9.27	N107.011°W	9.27	1.7927°
C19	300.00	53.33	N53.118°W	53.27	67.823°
C20	300.00	27.83	N127.02°E	27.83	44.720°

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C46	270.00	28.21	S10.927°E	28.18	3.407°
C47	270.00	41.04	S87.017°E	41.00	87.823°
C48	25.00	12.86	S29.017°E	12.87	27.022°
C49	25.00	13.80	S84.248°E	13.85	10.872°
C50	80.00	16.69	N127.02°E	16.78	116.820°
C51	25.00	1.17	S123.517°W	1.16	30.124°
C52	25.00	12.30	S24.117°W	12.17	27.022°
C53	80.00	31.24	N58.181°W	31.24	67.818°
C54	80.00	31.24	N127.02°E	31.24	27.022°

LINE TABLE

LINE #	DESCRIPTION	LENGTH
L1	SECTION 11-40	11.40
L2	SECTION 11-41	11.41
L3	SECTION 11-42	11.42



BARTRAM TRAIL SURVEYING, INC.
 CERTIFIED BY THE AUTHORITY OF THE STATE OF FLORIDA
 LAND SURVEYORS
 1761 COUNTY ROAD 155 SUITE 100
 GREEN CREEK VILLAGE, FL 32041
 (904) 282-2233 FAX (904) 282-2233

PALENCIA NORTH PHASE III B
 A PORTION OF FRACTIONAL SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA

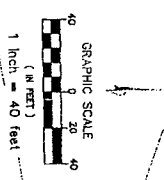
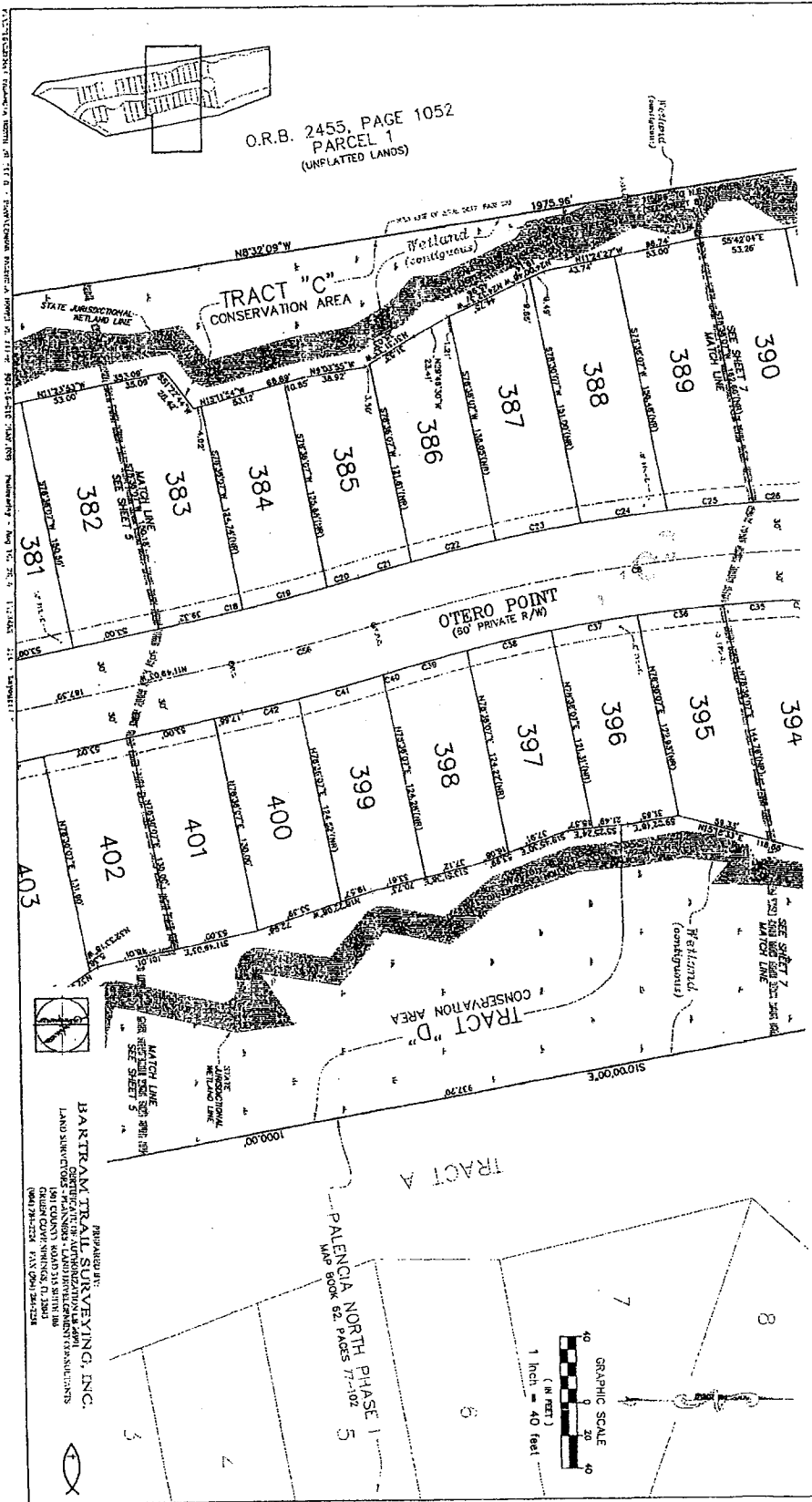
MAP BOOK 82 PAGE 33
 SHEET 6 OF 8 SHEETS

CURVE TABLE

CURVE	POBTS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	DELTA
C2	1000.00	332.81	N73°15'W	284.33	104°34'
C18	670.00	13.88	N73°15'W	13.88	0°00'
C19	670.00	53.97	N44°15'W	53.08	79°00'
C20	670.00	20.28	N02°11'E	20.09	171°00'
C21	1020.00	23.12	S89°20'E	23.12	139°33'
C27	1020.00	53.08	S57°40'E	53.08	22°02'
C23	1020.00	53.08	S09°47'E	53.00	79°58'
C24	1020.00	53.11	S74°29'E	53.11	22°17'
C25	1020.00	43.26	S44°53'E	43.26	79°00'
C26	1020.00	24.28	S23°00'E	24.28	121°23'

CURVE TABLE

CURVE	POBTS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	DELTA
C28	670.00	41.00	S57°24'E	41.00	79°48'
C29	670.00	53.23	S7°19'E	53.03	30°56'
C27	670.00	53.04	S74°40'E	53.03	30°56'
C28	670.00	53.02	S127°30'E	53.00	30°56'
C29	670.00	48.43	S129°00'E	48.43	103°12'
C30	1020.00	2.71	N65°23'W	2.71	93°24'
C41	1020.00	53.12	N151°51'W	53.12	93°16'
C42	1020.00	53.23	N124°02'W	53.23	157°29'
C43	1000.00	80.81	N123°25'W	80.48	207°42'



PALENCIA NORTH PHASE III B
 A PORTION OF FRACTIONAL SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA

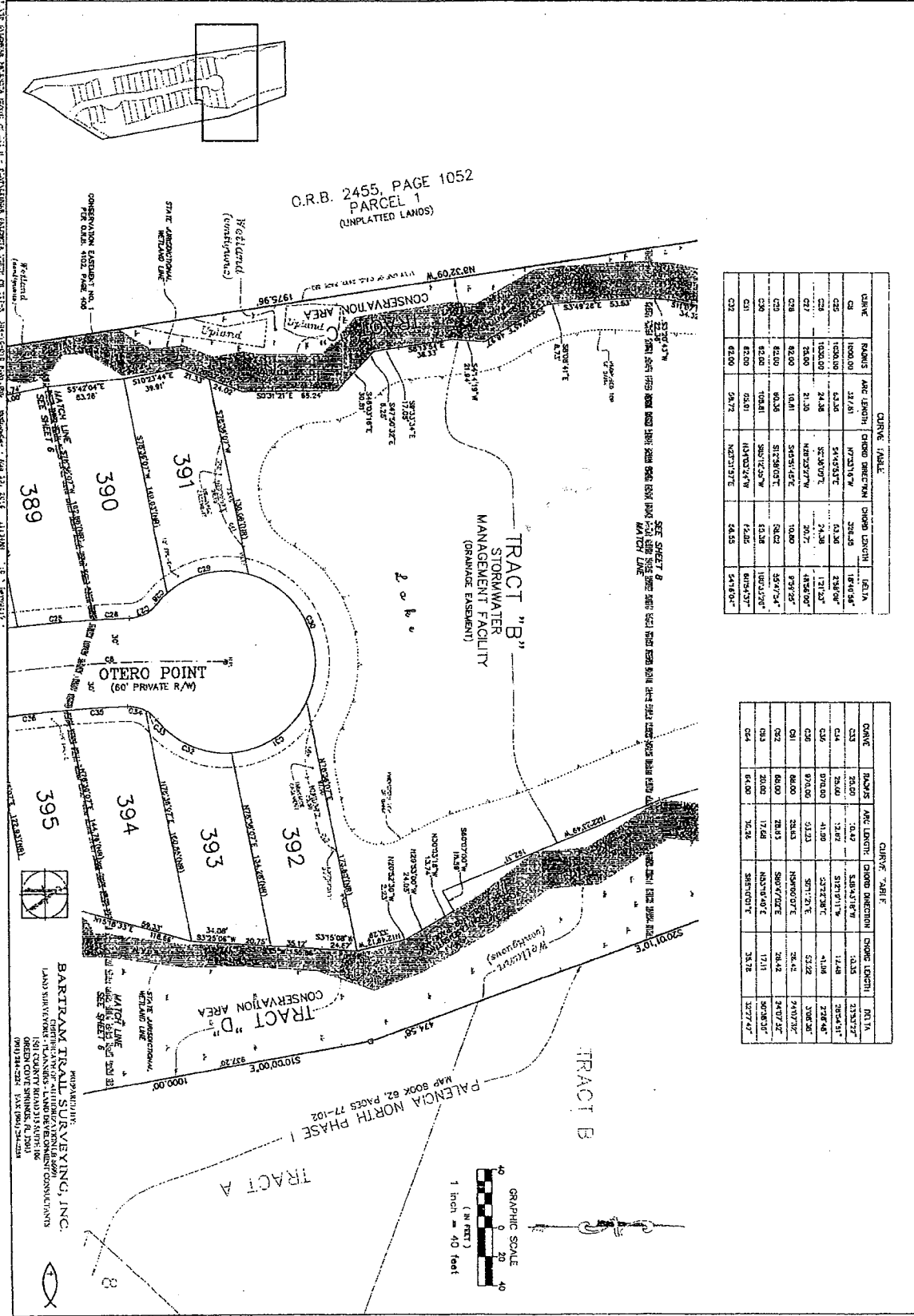
MAP BOOK 21 PAGE 34
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CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	BEARING
C01	1000.00	31.416	N72°31'0"W	32.849	185°02'0"W
C02	1000.00	43.634	S74°53'0"E	45.366	72°00'0"W
C03	1000.00	24.868	S2°20'0"E	25.366	171°30'0"W
C04	1000.00	21.300	N82°32'0"W	20.717	48°30'0"E
C05	82.000	10.811	S45°14'0"E	10.800	89°52'0"E
C06	82.000	40.338	S17°39'0"E	39.800	55°47'0"E
C07	82.000	100.811	S80°42'0"W	100.000	100°00'0"E
C08	82.000	62.811	N45°12'0"W	62.800	48°30'0"E
C09	82.000	62.811	N45°12'0"W	62.800	48°30'0"E
C10	82.000	62.811	N45°12'0"W	62.800	48°30'0"E

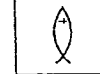
CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	BEARING
C11	20.000	0.442	S84°42'0"W	0.448	233°32'0"E
C12	20.000	1.240	S70°11'0"W	1.248	204°42'0"E
C13	20.000	4.120	S27°28'0"E	4.128	228°00'0"E
C14	20.000	9.120	S01°21'0"E	9.122	308°30'0"E
C15	80.000	28.833	N90°00'0"E	28.842	249°12'0"E
C16	80.000	28.833	S80°47'0"E	28.842	249°12'0"E
C17	20.000	17.664	N45°18'0"E	17.611	90°30'0"E
C18	42.000	16.24	S81°00'0"E	16.247	327°40'0"E



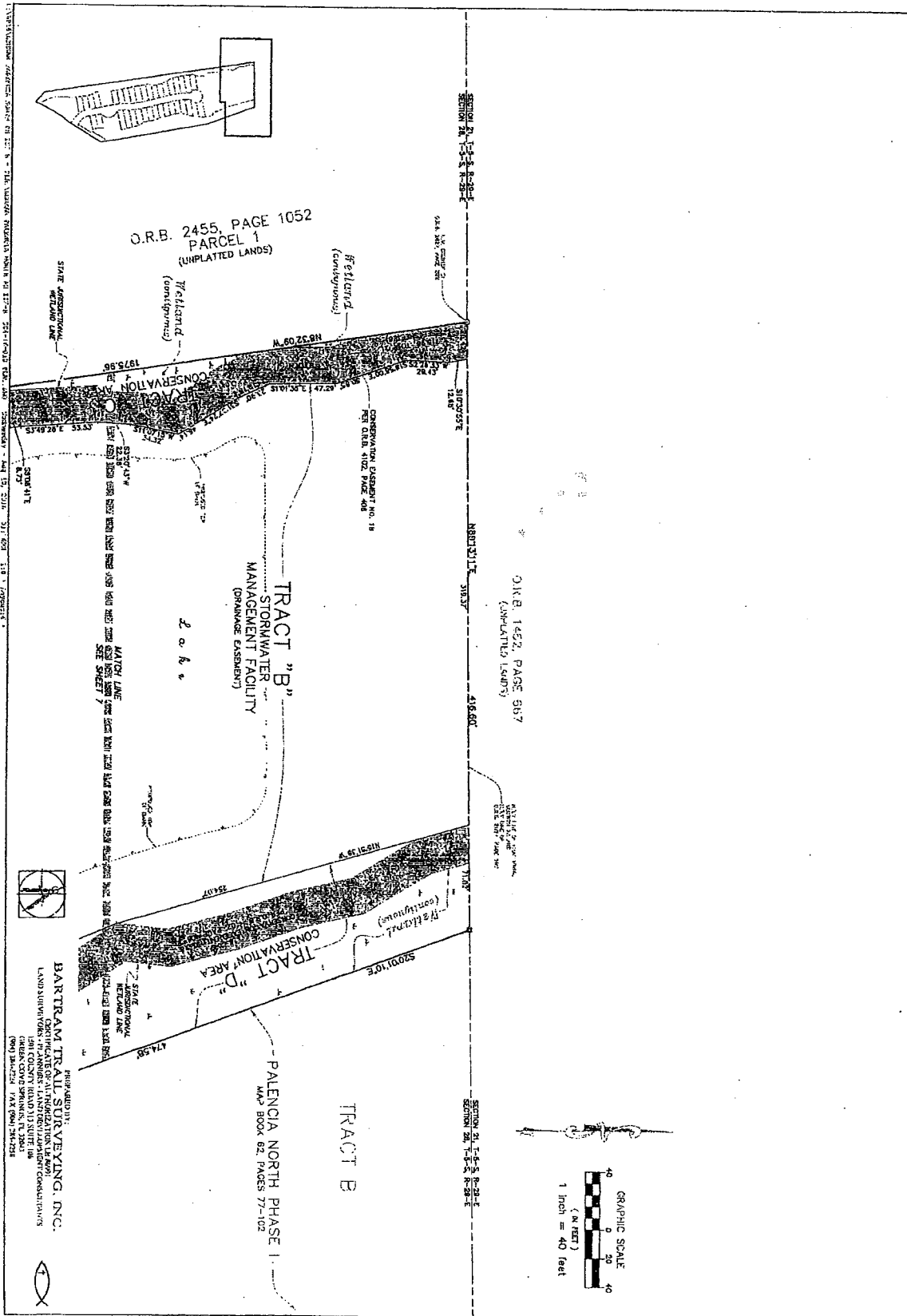
THE FOLLOWING INFORMATION IS BASED UPON THE RECORDS OF THE ST. JOHNS COUNTY ENGINEER'S OFFICE, ST. JOHNS COUNTY, FLORIDA.

BARTRAM TRAIL SURVEYING, INC.
 1501 COUNTY ROAD 113, SUITE 100
 GREEN COVE SPRINGS, FL 32043
 (904) 884-2222 FAX (904) 884-2223



PALENCIA NORTH PHASE III B
A PORTION OF FRACTIONAL SECTION 28, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA

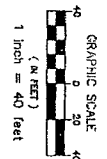
MAP BOOK 81 PAGE 35
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D.K.R. 1422, PAGE 567
(UNPLATTED LANDS)

D.R.B. 2455, PAGE 1052
PARCEL 1
(UNPLATTED LANDS)

BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LEAD #01
LAND SURVEYORS IN CHARGE: LAND REDEVELOPMENT CONSULTANTS
CHRIS COVE SPRINGS, FL 32084
(904) 284-2224 FAX (904) 284-2285



PALENCIA NORTH PHASE I - MAP BOOK 82, PAGES 7-102

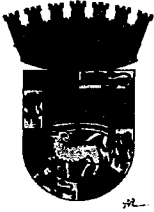


EXHIBIT "B" TO RESOLUTION
BILL OF SALE
UTILITY IMPROVEMENTS
 for

Palencia North Phase III B

Sweetwater Creek Community Development District, (the "Owner") 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**" – Construction Schedule of Values

The Owner 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 Owner has caused this instrument to be duly executed and delivered by its duly authorized office on this 7th of November, 2016.

WITNESS:

Cynthia Arnold
 Witness Signature

Cynthia Arnold
 Print Witness Name

OWNER:

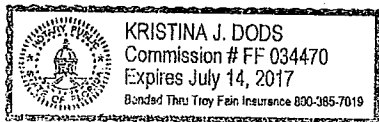
Danielle Mayoros
 Owner's Signature

Danielle Mayoros
 Print Owner's Name

State of FLORIDA
 County of DUVAL

The foregoing instrument was acknowledged before me this 7th day of November, 2016, by Danielle Mayoros who is personally known to me or has produced _____ as identification.

Kristina J. Dods
 Notary Public





St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Palencia North PUD-PH3B

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(0)	Water Main (Size and Material)				
	12" HDPE	LF	250	\$ 75.05	\$ 18,762.50
	10" DR18 PVC	LF	270	\$ 33.52	\$ 9,050.40
	8" DR18 PVC	LF	486	\$ 24.34	\$ 11,829.24
	6" DR18 PVC	LF	60	\$ 23.74	\$ 1,424.40
	4" DR18 PVC	LF	190	\$ 13.55	\$ 2,574.50
	2" SCH40 PVC		230	\$ 12.03	\$ 2,766.90
					\$ -
					\$ -
(0)	Water Valve (Size and Type)				
	8" Gate Valve	EA	1	\$ 1,300.55	\$ 1,300.55
	6" Gate Valve	EA	2	\$ 935.96	\$ 1,871.92
					\$ -
					\$ -
					\$ -
(0)	Valve Assembly (Size and Type)				
	Fire Hydrant	EA	2	\$ 2,439.57	\$ 4,879.14
	Flushing Hydrant	EA	1	\$ 950.25	\$ 950.25
					\$ -
					\$ -
(0)	Water Service				
	1" Single Water Service	EA	19	\$ 621.81	\$ 11,814.39
	1" Double Water Service	EA	9	\$ 822.10	\$ 7,398.90
					\$ -
					\$ -
Total Water System Cost					\$ 74,623.09

Note: Asset Type (1) Water Pipeline and Appurteances



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Palencia North PUD-PH3B

Contractor: Vallencourt Construction Company Inc.

Developer: Lennar

Item	Unit	Quantity	Unit Cost	Total Cost
Force Mains (Size, Type & Pipe Class)				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sewer Valves (Size and Type)				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC	Linear Feet	1,382.00	\$ 38.95	\$ 53,828.90
				\$ -
				\$ -
				\$ -
Laterals (Size and Type)				
6" SDR 26 PVC	Each	37	\$ 588.65	\$ 21,780.05
				\$ -
				\$ -
Manholes (Size and Type)				
Type A				
4-6' Foot Deep	Each	1	\$ 3,747.24	\$ 3,747.24
6-8 Foot Deep	Each	1	\$ 4,273.53	\$ 4,273.53
8-10 Foot Deep	Each	4	\$ 5,000.13	\$ 20,000.52
10-12' Foot Deep	Each	1	\$ 5,862.06	\$ 5,862.06
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Lift Station				
Mechanical Equipment				\$ -
Process Piping				\$ -
Process Structure				\$ -
Process Electrical Equipment				\$ -
Other Improvements				\$ -
Total Sewer System Cost				\$ 109,492.30



EXHIBIT "C" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

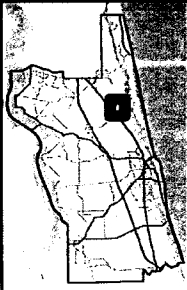
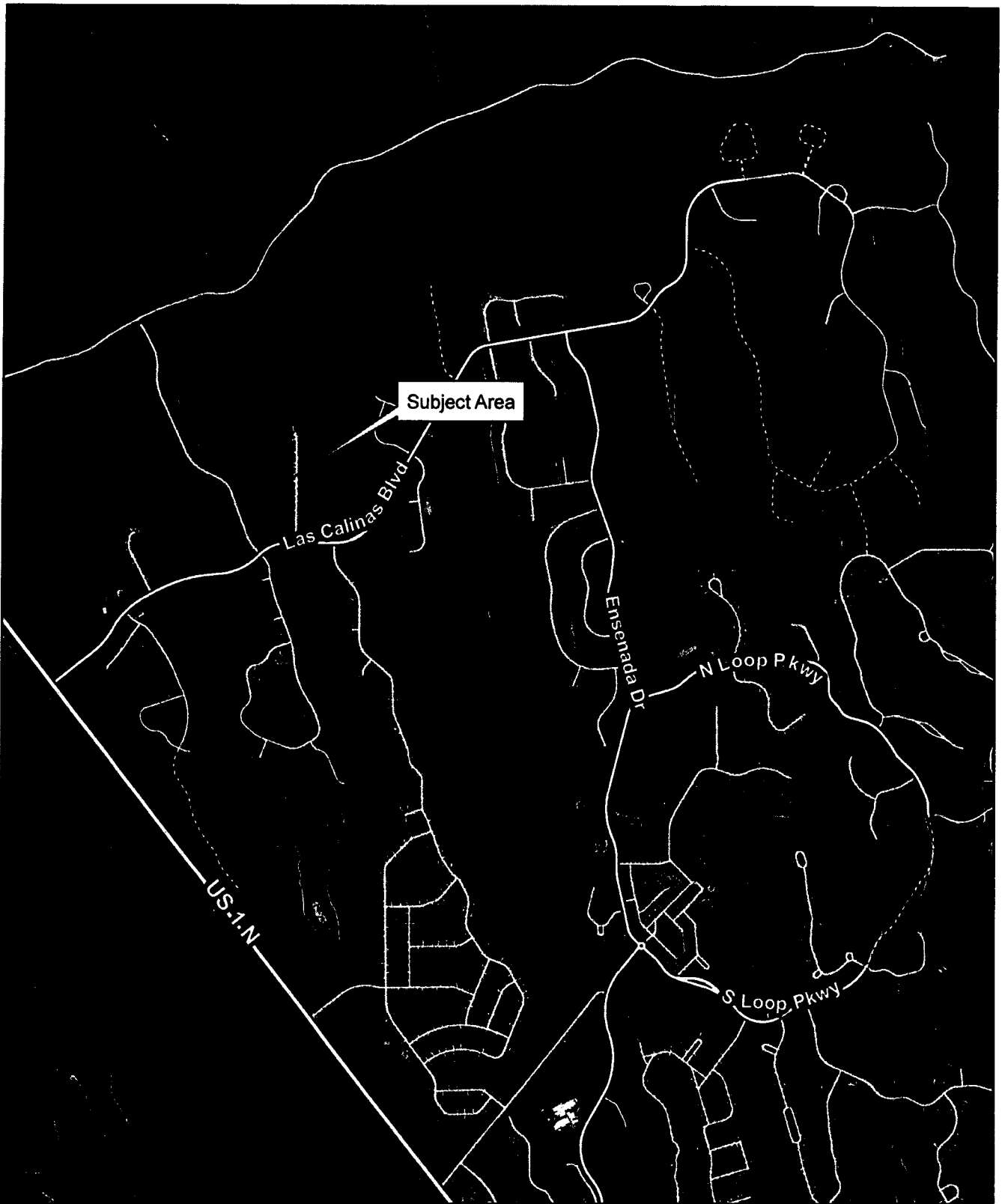
INTEROFFICE MEMORANDUM


TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Palencia North Phase 3B
DATE: December 13, 2016

Please present the Easement, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Palencia North Phase 3B.

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
 December 16, 2016

**Palencia North
 Phase III B**
*Easement for Utilities
 and Bill of Sale*

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.

