

RESOLUTION NO. 2017- 373

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE UTILITY LINES SERVING TREATY OAKS PHASE 1 UNIT 2 LOCATED OFF STATE ROAD 207, AN EASEMENT FOR UTILITIES, AND A SPECIAL WARRANTY DEED CONVEYING A LIFT STATION SITE.

RECITALS

WHEREAS, Double Eagle Development, LLC, a Florida limited liability company, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the utility lines serving Treaty Oaks Phase 1 Unit 2, an Easement for Utilities, and a Special Warranty Deed conveying a lift station site, attached hereto as Exhibit "A," Exhibit "B," and Exhibit "C," 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 "D," 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, 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 Special Warranty Deed and Easement for Utilities, and file the Bill of Sale and Schedule of Values in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21st day of November, 2017.

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

By: Henry Dean
Henry Dean, Chairman

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 11/22/17

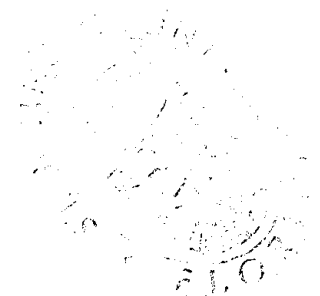


EXHIBIT "A" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for

Treaty Oaks Phase 1, Unit 2

Double Eagle Development, LLC, 9250 Baymeadows Road, Suite 120, 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 for Treaty Oaks Phase 1, Unit 2

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 19th of July, 2017

WITNESS:

[Signature]
Witness Signature

TOOD WINTS
Print Witness Name

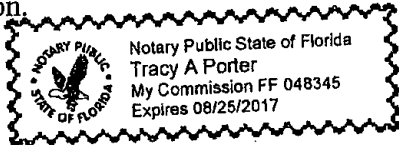
OWNER:

[Signature]
Owner's Signature

VICTOR NARUSAS
Print Owner's Name

State of FL
County of DUVAL

The foregoing instrument was acknowledged before me this 19th day of July, 2017, by VICTOR NARUSAS who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: TREATY OAKS PHASE 1 UNIT 2
 Contractor: A. J. JOHNS, INC.
 Developer: W. G. PITTS,

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
10" PVC DR-18 WATER MAIN	LF	60	\$ 20.12	\$ 1,207.20
8" PVC DR-18 WATER MAIN	LF	2440	\$ 14.95	\$ 36,478.00
6" PVC DR-18 WATER MAIN	LF	1020	\$ 10.73	\$ 10,944.60
4" PVC DR-18 WATER MAIN	LF	1380	\$ 7.72	\$ 10,653.60
12" HDPE	LF	35	\$ 73.68	\$ 2,578.80
10" HDPE	LF	85	\$ 63.67	\$ 5,411.95
8" HDPE	LF	66	\$ 54.46	\$ 3,594.36
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
10" GATE VALVE	EA	1	\$ 1,798.85	\$ 1,798.85
8" GATE VALVE	EA	5	\$ 1,205.86	\$ 6,029.30
6" GATE VALVE	EA	11	\$ 839.51	\$ 9,234.61
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" FIRE HYDRANT	EA	7	\$ 3,878.46	\$ 27,149.22
2" FLUSHING HYDRANT	EA	7	\$ 681.65	\$ 4,771.55
			\$ -	\$ -
Services (Size and Type)				
1 1/2" LONG DOUBLE SERVICES	EA	83	\$ 499.24	\$ 41,436.92
1" SHORT SINGLE SERVICES	EA	22	\$ 400.87	\$ 8,819.14
	EA		\$ -	\$ -
			\$ -	\$ -
TOTAL WATER SYSTEM COST				\$ 170,108.10



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	TREATY OAKS PHASE 1 UNIT 2
Contractor:	A. J. JOHNS, INC.
Developer:	W. G. PITTS,

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
6" PVC DR-25	LF	1820	\$ 9.68	\$ 17,617.60
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
6" GATE VALVE	EA	2	\$ 830.93	\$ 1,661.86
6" AIR RELEASE VALVE	EA	1	\$ 6,224.51	\$ 6,224.51
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" PVC SDR-35	LF	2823	\$ 16.33	\$ 46,099.59
8" PVC SDR-26	LF	1790	\$ 22.92	\$ 41,026.80
8" PVC DR-18	LF	101	\$ 50.82	\$ 5,132.82
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" PVC SDR-26	EA	4800	\$ 11.92	\$ 57,216.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
TYPE A	EA	22	\$ 5,777.00	\$ 127,094.00
TYPE B	EA	1	\$ 15,092.00	\$ 15,092.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
WET WELL 8' X 24'	EA	1	\$ 61,780.23	\$ 61,780.23
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	LS	1	\$ 203,292.57	\$ 203,292.57
Process Piping	LS	1	\$ 12,852.00	\$ 12,852.00
Process Structure	LS	1	\$ 9,865.00	\$ 9,865.00
Process Electrical Equipment	LS	1	\$ 11,580.00	\$ 11,580.00
Other Improvements	LS	1	\$ -	\$ -
TOTAL SEWER SYSTEM COST				\$ 616,534.98

EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 2nd day of August, 2017 by Double Eagle Development LLC, with an address of 9250 Baymeadows Road, Ste. 350 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 meters 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

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. WATER SYSTEM - The Grantee shall maintain water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.

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:

[Handwritten Signature]
Witness Signature

MURIELA BIONDI
Print Name

[Handwritten Signature]
Witness Signature

TRACY A Porter
Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 2nd day of August, 2017, by Victor Narusas who is personally known to me or has produced _____ as identification.

By: [Handwritten Signature]

Print Name: Victor Narusas

Its: Master

[Handwritten Signature]
Notary Public

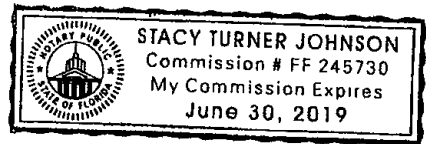
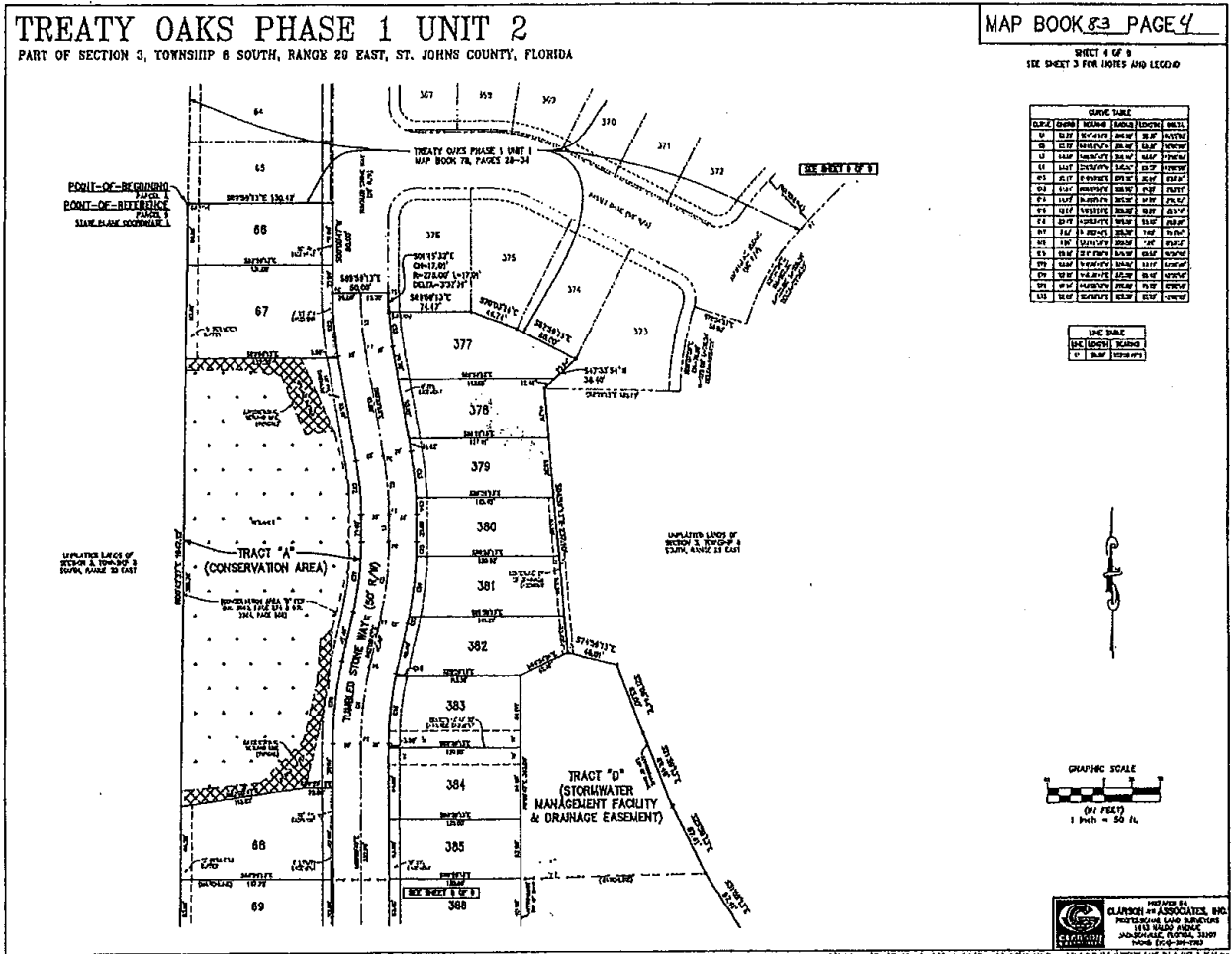


EXHIBIT "A"

EASEMENT AREA

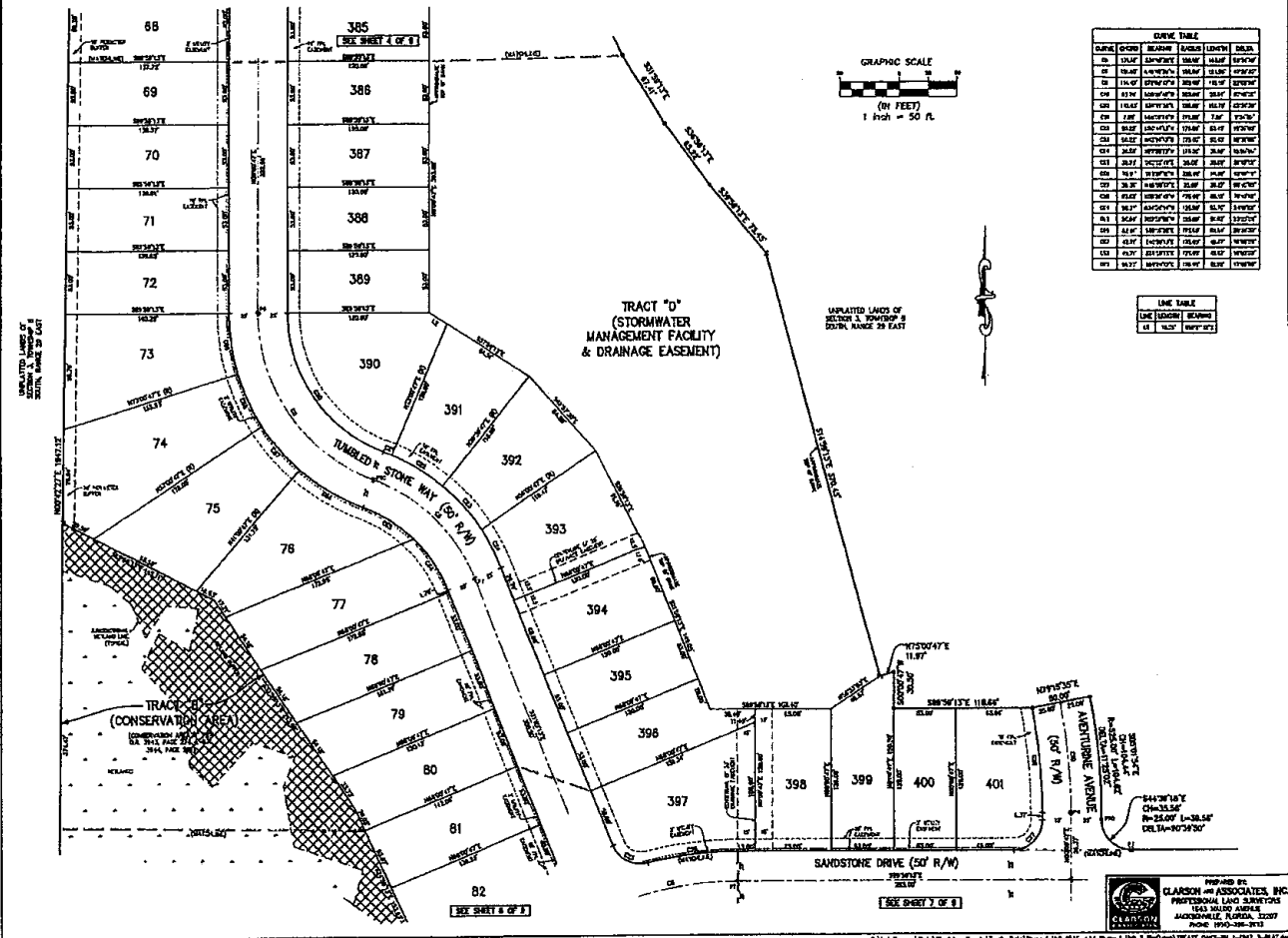
The road right of ways within Treaty Oaks Phase 1 Unit 2 as recorded in Map Book 83 Pages 1 thru 9 of the Public Records of St. Johns County, Florida.



TREATY OAKS PHASE 1 UNIT 2

PART OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

SHEET 5 OF 9
SEE SHEET 3 FOR NOTES AND LEGEND



LINE NO.	FROM	TO	BEARING	LENGTH
1	100	101	N 00° 00' 00" E	10.00
2	101	102	N 00° 00' 00" E	10.00
3	102	103	N 00° 00' 00" E	10.00
4	103	104	N 00° 00' 00" E	10.00
5	104	105	N 00° 00' 00" E	10.00
6	105	106	N 00° 00' 00" E	10.00
7	106	107	N 00° 00' 00" E	10.00
8	107	108	N 00° 00' 00" E	10.00
9	108	109	N 00° 00' 00" E	10.00
10	109	110	N 00° 00' 00" E	10.00
11	110	111	N 00° 00' 00" E	10.00
12	111	112	N 00° 00' 00" E	10.00
13	112	113	N 00° 00' 00" E	10.00
14	113	114	N 00° 00' 00" E	10.00
15	114	115	N 00° 00' 00" E	10.00
16	115	116	N 00° 00' 00" E	10.00
17	116	117	N 00° 00' 00" E	10.00
18	117	118	N 00° 00' 00" E	10.00
19	118	119	N 00° 00' 00" E	10.00
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23	122	123	N 00° 00' 00" E	10.00
24	123	124	N 00° 00' 00" E	10.00
25	124	125	N 00° 00' 00" E	10.00
26	125	126	N 00° 00' 00" E	10.00
27	126	127	N 00° 00' 00" E	10.00
28	127	128	N 00° 00' 00" E	10.00
29	128	129	N 00° 00' 00" E	10.00
30	129	130	N 00° 00' 00" E	10.00

LINE NO.	BEARING	LENGTH
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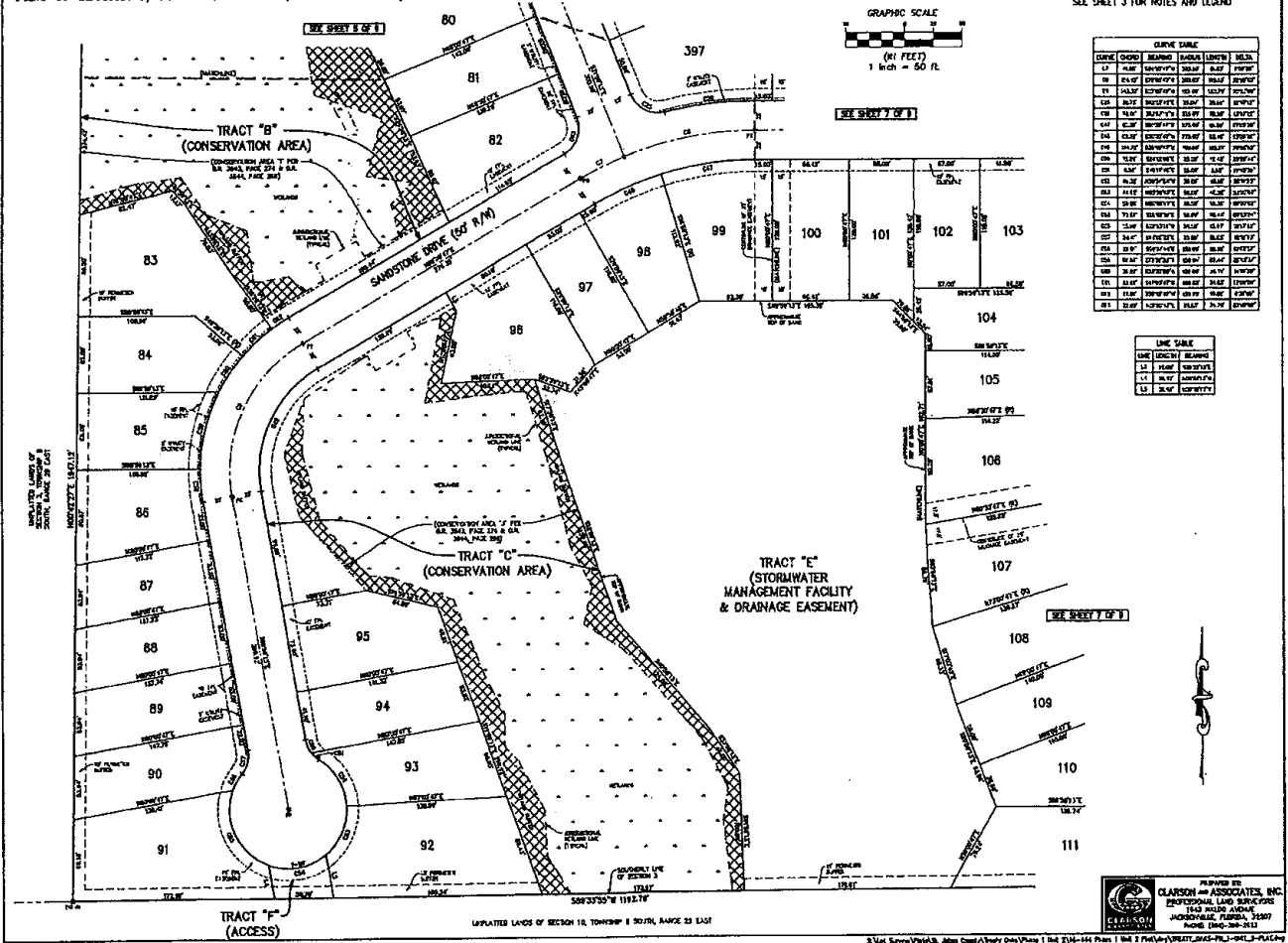
PREPARED BY
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1843 WILDWOOD AVENUE
MARIETTA, FLORIDA 32007
PHONE: 770-426-0111

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TREATY OAKS PHASE 1 UNIT 2

PART OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

SHEET 8 OF 9
SEE SHEET 3 FOR NOTES AND LEGEND



GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

LOT	AREA (SQ. FT.)	AREA (SQ. YD.)
80	10,000	111.11
81	10,000	111.11
82	10,000	111.11
83	10,000	111.11
84	10,000	111.11
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107	10,000	111.11
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LINE	DESCRIPTION
1	1" PLANT
2	2" PLANT
3	3" PLANT
4	4" PLANT

SEE SHEET 7 OF 9

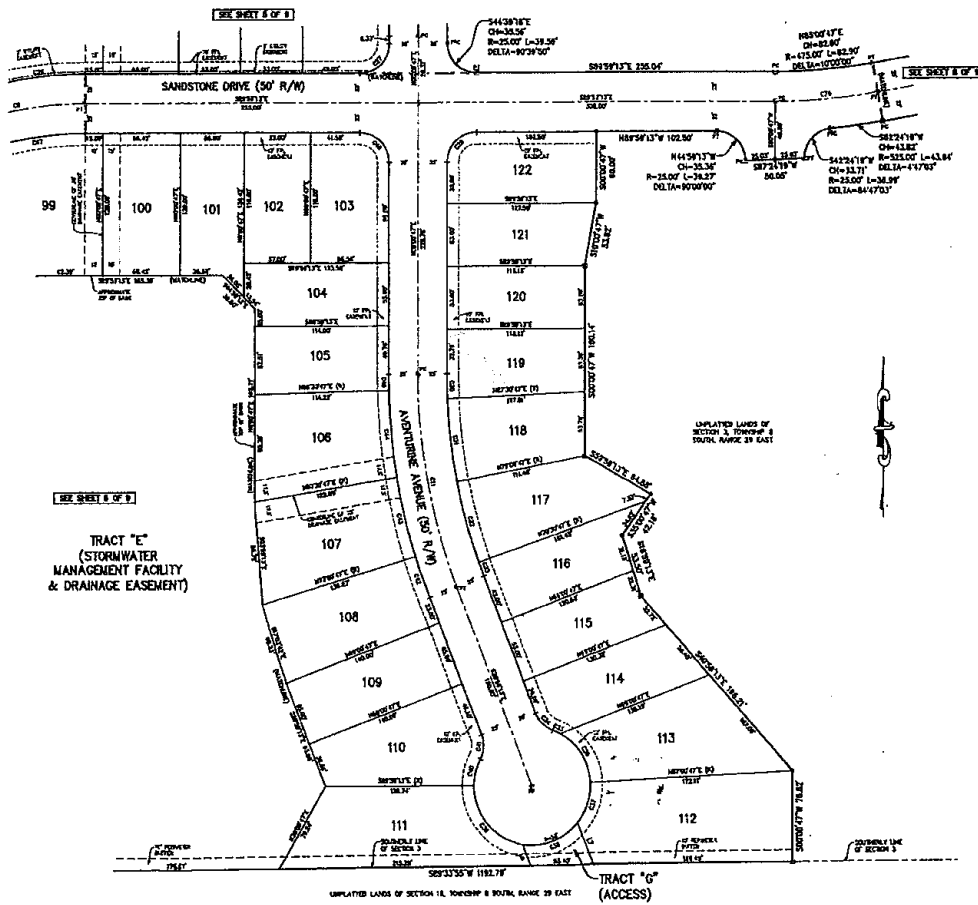
CLARSON & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1705 PALM AVENUE
JACKSONVILLE, FLORIDA 32207
PHONE: (904) 388-3113

8:14K 8:30pm/PM/AR, John Domet/Treaty Oaks/Phase 1 Unit 2/136-144/Plan 1 and 2/Plan/AR/08-25-03-04-13-Plan/AR

TREATY OAKS PHASE 1 UNIT 2

PART OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

SHEET 7 OF 9
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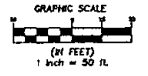


DATE TABLE

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97	W.P.	RECORD	28147	28147	28147
98	W.P.	RECORD	28147	28147	28147
99	W.P.	RECORD	28147	28147	28147
100	W.P.	RECORD	28147	28147	28147
101	W.P.	RECORD	28147	28147	28147
102	W.P.	RECORD	28147	28147	28147
103	W.P.	RECORD	28147	28147	28147
104	W.P.	RECORD	28147	28147	28147
105	W.P.	RECORD	28147	28147	28147
106	W.P.	RECORD	28147	28147	28147
107	W.P.	RECORD	28147	28147	28147
108	W.P.	RECORD	28147	28147	28147
109	W.P.	RECORD	28147	28147	28147
110	W.P.	RECORD	28147	28147	28147
111	W.P.	RECORD	28147	28147	28147
112	W.P.	RECORD	28147	28147	28147
113	W.P.	RECORD	28147	28147	28147
114	W.P.	RECORD	28147	28147	28147
115	W.P.	RECORD	28147	28147	28147
116	W.P.	RECORD	28147	28147	28147
117	W.P.	RECORD	28147	28147	28147
118	W.P.	RECORD	28147	28147	28147
119	W.P.	RECORD	28147	28147	28147
120	W.P.	RECORD	28147	28147	28147
121	W.P.	RECORD	28147	28147	28147
122	W.P.	RECORD	28147	28147	28147

LINE TABLE

LINE	LENGTH	BEARING
1	100.00	N 00° 00' 00" E
2	100.00	S 00° 00' 00" E
3	100.00	N 00° 00' 00" W
4	100.00	S 00° 00' 00" W



PREPARED BY
CLARSON & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1115 HIGHLAND AVENUE
JACKSONVILLE, FLORIDA 32202
PHONE: 904-744-3333

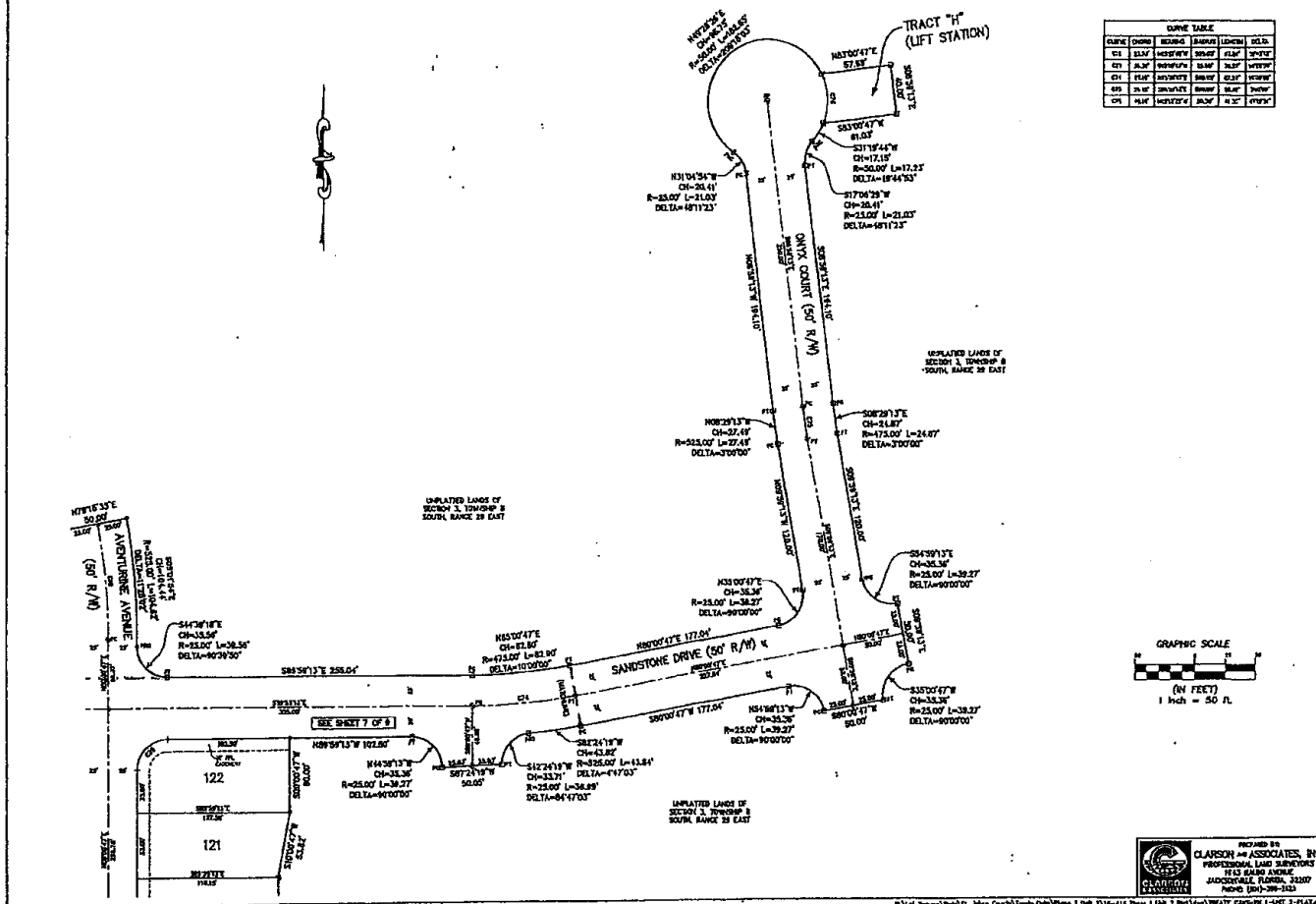
© 2004 Survey/Plat/Map, St. Johns County, Florida, Phase 1 Unit 2, P104-001, Part 1 Unit 2, P104-001, UNIT 2, P104-001, P104-001

TREATY OAKS PHASE 1 UNIT 2

PART OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 33 PAGE 8

SHEET 8 OF 9
SEE SHEET 3 FOR NOTES AND LEGEND

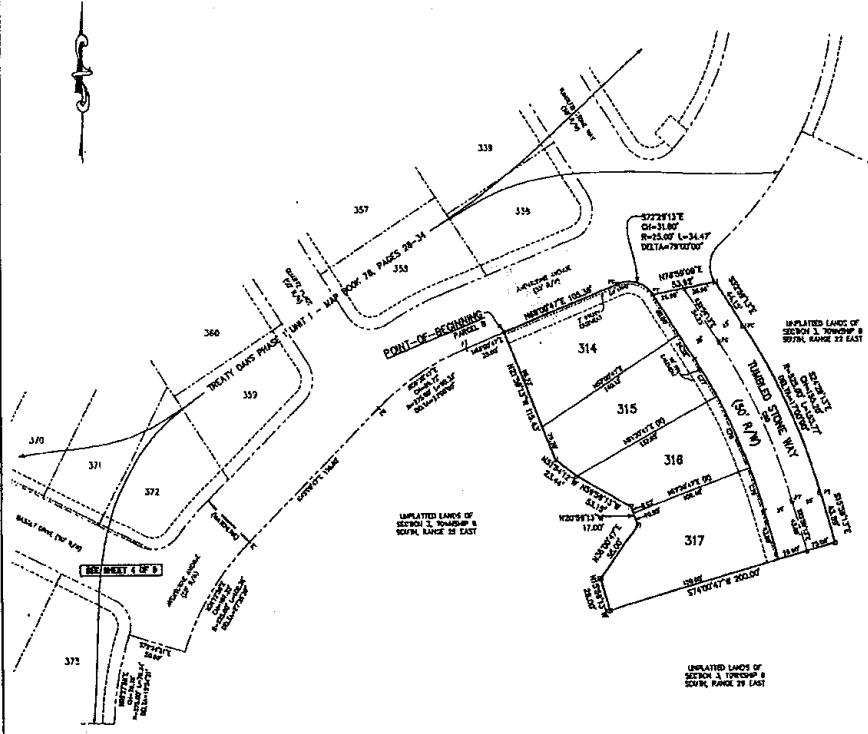


Small text at the bottom right corner, likely containing the surveyor's name and contact information.

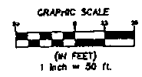
TREATY OAKS PHASE 1 UNIT 2
 PART OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK **83** PAGE **9**

SHEET 3 OF 3
 SEE SHEET 2 FOR NOTES AND LEGEND



CURVE DATA					
CHORD	CHORD BEARING	RADIUS	ARC LENGTH	ANGLE	AREA
100	135° 00' 00"	150	157.08	135° 00' 00"	15,000
100	135° 00' 00"	150	157.08	135° 00' 00"	15,000
100	135° 00' 00"	150	157.08	135° 00' 00"	15,000
100	135° 00' 00"	150	157.08	135° 00' 00"	15,000



PREPARED BY
CLARSON & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1000 BAYVIEW DRIVE
 JACKSONVILLE, FLORIDA, 32202
 PHONE (904) 885-5222

Small text at the bottom right corner, likely a project reference or file name.

EXHIBIT "C" TO RESOLUTION

This Instrument Prepared By:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 2nd day of August 2017 is by and from **Double Eagle Development, LLC**, whose address is 9250 Baymeadows Road, Ste. 350 Jacksonville, Florida 32256, hereinafter called the 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:

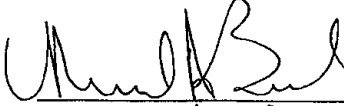
Tract "H" (Lift Station) as shown on the plat of Treaty Oaks Phase 1 Unit 2 as recorded in Map Book: 83, Pages 1-9 in the Public Records of St. Johns County.

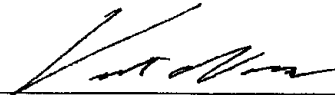
TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

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, 2014; and covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

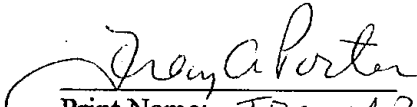
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:


Print Name: MURIEL ABIDND

By: 

Its: MANAGER


Print Name: TRACY A PORTER

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2nd day of August, 2017, by Victor Narvas, Double Eagle Development its manager who is personally known to me or has produced _____ as identification.


Notary Public

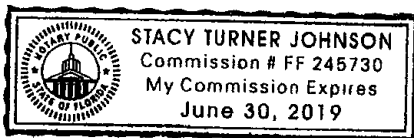




EXHIBIT "D" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

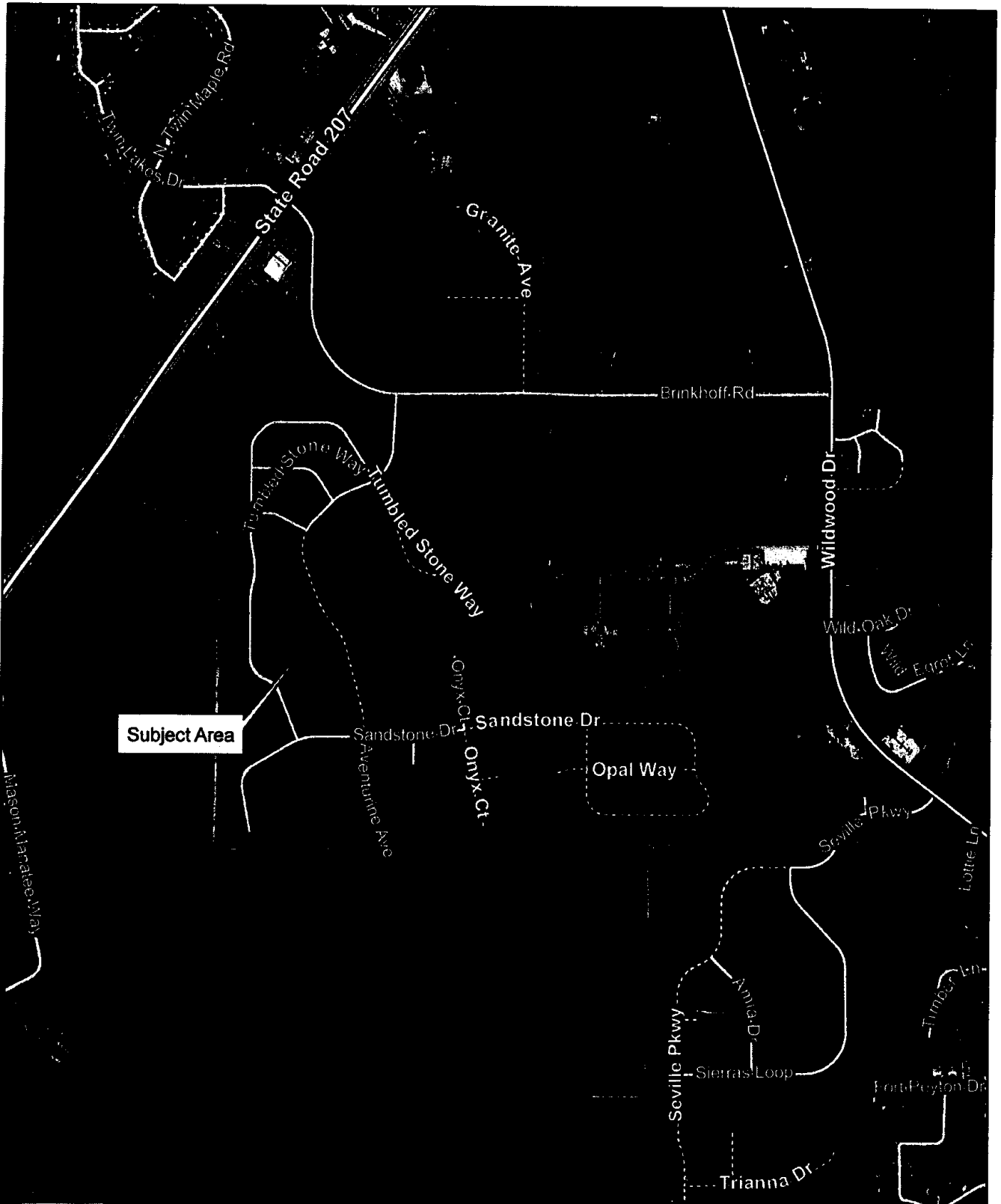
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Treaty Oaks Phase 1, Unit 2
DATE: October 4, 2017

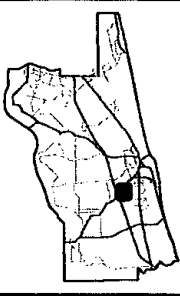
Please present the Easement, Bill of Sale, Schedule of Values and Special Warranty Deed to the Board of County Commissioners (BCC) for final approval and acceptance of Treaty Oaks Phase 1, Unit 2.


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.



Subject Area




 2013 Aerial Imagery
 0 250 500
 Feet
 October 18, 2017

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

Treaty Oaks Phase 1 Unit 2

**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.

