

RESOLUTION NO. 2017- 379

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND RREF III-P-EP BANNON LAKES JV, LLC, FOR THE PROVISION OF UTILITY RECLAIMED WATER CONNECTION FEE REFUND AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, RREF III-P-EP Bannon Lakes JV, LLC (Developer) is required to design, construct, and dedicate specific Reclaimed Water and Wastewater Transmission Contributions to the County for ownership and maintenance in order for the County to provide utility service to the Bannon Lakes PUD as described in the Final Certificate of Concurrency with conditions for the Bannon Lakes PUD dated June 30, 2015 (CONMAJ 2014-19); and

WHEREAS, the Developer is required to complete the required utility transmission contributions in various phases of the development; and

WHEREAS, St. Johns County, Florida (County) currently has an ordinance to refund unit connection fees for transmission mains installed by Developers; and

WHEREAS, the County and Developer have executed a Memorandum of Understanding (MOU), Resolution 2016-396, to define the scope, timing, and method of reimbursement for the utility transmission contributions via future unit connection fee refund agreements which are defined substantially in the forms herein; and

WHEREAS, the County will collect the unit connection fees applicable to the reclaimed water refund Agreement and pay Developer on a quarterly basis; and

WHEREAS, the reclaimed water unit connection refund Agreement is valid for a six (6) year time limit from the date set forth in Utility Ordinance, Section 25 -E; and

WHEREAS, the County has determined that accepting the terms of the Reclaimed Water Unit Connection Fee Refund Agreement, which is attached hereto, and incorporated herein, will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Reclaimed Water Unit Connection Fee Refund Agreement between St. Johns County, Florida, and RREF III-P-EP Bannon Lakes JV, LLC and authorizes the County Administrator to execute this Reclaimed Water Unit Connection Fee Refund Agreement on behalf of St. Johns County substantially in the form attached hereto.

Section 3. If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of Nov, 2017.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

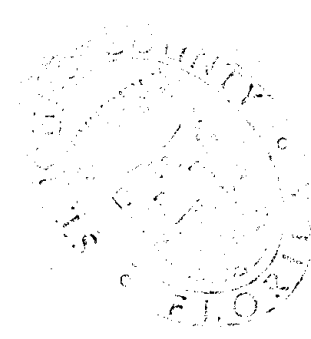
Attest:

Pam Halterman
Deputy Clerk

By:

Henry O.
Chair

RENDITION DATE 11/22/17



RECLAIMED WATER UNIT CONNECTION
FEE REFUND AGREEMENT

THIS RECLAIMED WATER UNIT CONNECTION FEE REFUND AGREEMENT (the “**Agreement**”) is entered into and made effective this ____ day of _____, 2017, by and between **RREF-III-P-EP BANNON LAKES JV, LLC**, a Delaware limited liability company (“**Owner**”), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”).

In consideration of the mutual promises and representations contained in this instrument, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Background.** Owner is the developer and has constructed improvements within the mixed-use development known as the Bannon Lakes Planned Unit Development (MAJMOD 2013-09) approved pursuant to County Ordinance No. 2015-11 (the “**Bannon Lakes PUD**”). The Bannon Lakes PUD is located north of International Golf Parkway (“**IGP**”) just east of Interstate 95 and west of the Twelve Mile Swamp in St. Johns County, Florida and is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”). Owner plans to develop the Property with up to 849 single-family units, up to 150 multi-family units, up to 105,000 square feet of commercial space and up to 15,000 square feet of office space, as described in the Bannon Lakes PUD.

Owner has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of Owner’s installation of approximately 3,097 linear feet of 16-inch and 12-inch nominal diameter reclaimed water mains (the “**Reclaimed Water Contributed Section**”) required to meet the utility transmission needs for the region. The Reclaimed Water Contributed Section is located within the St. Johns County road rights-of-way with in the Bannon Lakes PUD and adjacent to International Golf Parkway, Parkland Trail and North Francis Road and within a St. Johns County utility easement located within the Bannon Lakes PUD. The Reclaimed Water Contributed Section was constructed and dedicated to the County in connection with the Bannon Lakes PUD and is more particularly described in the Schedule of Values as attached hereto as **Exhibit “B”** and incorporated herein by this reference. The location of the Contributed Sections is depicted on **Exhibit “C”** attached hereto and incorporated herein by this reference.

This Agreement states the terms and conditions upon which a refund of the transmission component of reclaimed water connection fees paid by Owner or others who connect to the Reclaimed Water Contributed Section as allowed and contemplated under Ordinance 2013-13, and as referenced by the Memorandum of Understanding (Resolution 2016-396), shall be paid by the County to Owner.

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, Owner must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the County and Owner) with the Clerk of Courts in the Official Records of St. Johns County, Florida. The failure of Owner to have this Agreement recorded as noted above shall bar Owner from receiving any subsequent refunds on reclaimed water unit connection fees until this Agreement has been properly recorded.

2. **Limitation of Amount of Refund.** In accordance with the provisions of Section 25-E of Ordinance 2013-13, any refund payable to Owner as a result of future payment by Owner of reclaimed water unit connection fees, or as the result of payment of reclaimed water unit connection fees by others who connect to the Contributed Sections shall be limited to the value of the transmission component of such unit connection fees. In addition, the cumulative amount of all refund payments to Owner pursuant to this Agreement shall in no event exceed \$349,749.78 which is the actual total cost of the Reclaimed Water Contributed Sections as verified by the final contractor's Schedule of Values documents in **Exhibit "B"** and herein referred to as the "**Contributed Section Cost**".

3. **Payment of Refund in Connection with Future Connection Fee Payments.** Upon recordation of this Agreement with the Clerk of the Court, and upon payment by Owner or others as set forth in Section 4 below of any reclaimed water unit connection fees for the Bannon Lakes PUD, Southaven PUD, or paid by others connecting to the Contributed Sections within six (6) years after the later of (i) the date of the recording of the easement and deed dedication to the County, (ii) acceptance by the County of the Bill of Sale that grants the Contributed Sections to the County, or (iii) the recordation of this Agreement with the Clerk of Court, Owner shall be entitled to a refund of the transmission component of any such reclaimed water unit connection fees in an amount not to exceed the Contributed Sections Cost. The aforementioned Bill of Sale shall be in the form attached hereto as **Exhibit "D"** and incorporated herein by this reference. The refund described in this Section shall be paid to Owner quarterly upon payment by Owner or others of such water and sewer unit connection fees, whether in connection with a Capacity Commitment Agreement, or as connections are actually made, and shall be payable simultaneously with payment of such reclaimed water unit connection fees. Reclaimed Water unit connection fees paid by Owner after the six (6) year time period provided above shall not entitle Owner to a refund under this Section 3, unless the time period in this Section 3 is extended by the County as allowed by Ordinance 2013-13 or revision thereof.

4. **Connection by Others.** In the event that other users, builders or developers connect to the Contributed Sections as depicted on **Exhibit "C"** within six (6) years after the later of (i) the date of the recording of the easement and deed of dedication to the County, (ii) the date of acceptance by the County of the Bill of Sale that grants the Contributed Sections to the County, or (iii) the recordation of this Agreement with the Clerk of Court, Owner shall be entitled to a refund equal to the value of the reclaimed

water transmission component of any such reclaimed water unit connection fees paid by others in an amount which, cumulatively with any other refund payments paid to Owner under the terms of this Agreement, shall not exceed the Contributed Sections Cost.

5. **Entire Agreement.** No prior Agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

Print Name: _____

By: _____
Michael C. Wanchick
County Administrator

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Michael C. Wanchick, as County Administrator of St. Johns County, a political subdivision of the State of Florida.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known ___ or Produced I.D. _

[check one of the above]

Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

**RREF-III-P-EP BANNON LAKES JV,
LLC, a Delaware limited liability company**

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of
____, 2017, by _____, as _____ of St.
RREF-III-P-EP BANNON LAKES JV, LLC.

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known ___ or Produced I.D. ___
[check one of the above]
Type of Identification Produced _____

EXHIBIT "A"

Bannon Lakes Legal Description

A PORTION OF SECTIONS 1, 2, 11 AND 12, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SECTION 45, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE; THENCE SOUTH 01°39'23" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 45, SECTION 46, THE LORENZO CAPO GRANT, SAID TOWNSHIP AND RANGE AND SECTION 48, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE, A DISTANCE OF 5397.43 FEET; THENCE SOUTH 01°37'40" EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID SECTION 48, A DISTANCE OF 3800.99 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, (ALSO KNOWN AS NINE MILE ROAD, A 66 FOOT RIGHT-OF-WAY PER EXISTING MONUMENTATION AND LOCAL RECOGNITION); THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE No. 1: SOUTH 54°09'58" WEST, 398.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1009.18 FEET, AN ARC DISTANCE OF 308.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°24'41" WEST, 307.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE No. 3: SOUTH 36°39'24" WEST, 1152.36 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 4: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 228.69 FEET, AN ARC DISTANCE OF 209.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°55'41" WEST, 202.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE No. 5: SOUTH 89°11'58" WEST, 2475.72 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 17°38'33" EAST, 1595.59 FEET; THENCE NORTH 26°33'54" EAST, 372.68 FEET; THENCE NORTH 40°04'30" EAST, 496.47 FEET; THENCE NORTH 68°22'09" EAST, 277.24 FEET; THENCE NORTH 01°45'54" WEST, 2946.05 FEET; THENCE NORTH 78°58'32" WEST, 3960.19 FEET; THENCE SOUTH 01°10'41" EAST, 818.85 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF AFORESAID SECTION 11; THENCE SOUTH 00°42'21" EAST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, A DISTANCE OF 1320.72 FEET TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 88°34'18" WEST, ALONG LAST SAID LINE, 1285.97 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-

QUARTER OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 00°05'36" EAST, 3415.24 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK, 1350, PAGE 119 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE ARC OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE NORTHEASTERLY AND EASTERLY LINES OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1350, PAGE 119, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 375.00 FEET; AN ARC DISTANCE OF 324.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°50'47" EAST, 314.25 FEET; COURSE NO. 2: SOUTH 28°04'44" EAST, 70.00 FEET; COURSE NO. 3: SOUTH 00°23'25" EAST, 70.00 FEET TO THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY OF INTERSTATE NO. 95, A VARIABLE WIDTH RIGHT-OF-WAY, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431; THENCE SOUTH 79°53'02" EAST, ALONG LAST SAID LINE, 531.95 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID INTERNATIONAL GOLF PARKWAY; THENCE NORTH 89°36'40" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1915.03 FEET; THENCE NORTH 89°11'58" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1345.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 579.53 ACRES, MORE OR LESS

EXHIBIT "B"

Schedule of Values

(Bannon Lakes Segment 1 & International Golf Parkway for Bannon Lakes)



St. Johns County Utility Department
Asset Management
Schedule of Values

Reclaimed Water Contributed Section Cost Markup

Project Name: Bannon Lakes Subdivision Segment 1/Bannon Lakes
 Contractor: Vallencourt Construction
 Developer: Eastland Partners LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
12" DR 18	LF	615 205	\$ 35.21	\$ 27,839.85
46" HDPE	LF	50	\$ 101.23	\$ 5,061.50
16" DR 25	LF	1977	\$ 54.85	\$ 108,438.45
20" HDPE	LF	285	\$ 110.33	\$ 31,444.05
	LF		\$ -	\$ 21,654.15
16" Gate Valve	Ea	7	\$ 6,891.93	\$ 48,243.51
12" Gate Valve	Ea	2 X	\$ 6,748.96	\$ 33,744.80
8" Gate Valve	Ea	3	\$ 4,451.30	\$ 13,353.90
6" Gate Valve	Ea	1	\$ 2,991.35	\$ 2,991.35
	Ea		\$ -	\$ 13,497.92
2" Flushing Hydrants	Ea	4	\$ 713.35	\$ 2,853.40
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ -279,776.84

Contributed Section Refund Value = \$223,278.08

Please note that only the segments of 16" and 12" Reclaimed Water Main highlighted on Exhibit C Map qualify for the Contributed Section Refund. Markup above intended to document quantities and value of Segment 1

Contributed Section. Contributed Section constructed with International Golf Parkway Project is detailed on separate Schedule of Values attached in Exhibit B.



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: International Golf Parkway for Bannon Lakes

Contractor: Vallencourt Construction Company Inc.

Developer: Eastland Partners LLC

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Reuse Mains (Size Type & Pipe Class)				
	16" DR25	LF	90	\$ 464.10	\$ 41,768.70
	16" HDPE	LF	130	\$ 546.03	\$ 70,983.80
					\$ -
					\$ -
					\$ -
					\$ -
(1)	Reuse Valves (Size and Type)				
					\$ -
	16"x 16" Tapping Sleeve & Valve	EA	1	\$ 13,718.80	\$ 13,718.80
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
(1)	Hydrants Assembly (Size and Type)				
					\$ -
					\$ -
					\$ -
(1)	Services (Size and Type)				
					\$ -
					\$ -
					\$ -
Total Reuse System Cost					\$ 126,471.30

Contributed Section = \$126,471.30

Total Return Value
for both projects = \$349,749.38

EXHIBIT "C"

Contributed Sections Location Map



Exhibit C: Reclaimed Water Contributed Section
Bannon Lakes Reclaimed Water UCF Refund Agreement

0 185 330 660 Feet
 Updated October 17, 2017

- 16" Reuse Main by SJCUD
- 16" Reuse Main by Southaven
- 16" Reuse Main by Bannon Lakes
- 12" Reuse Main by Bannon Lakes
- 12" Reuse Main by Southaven
- 12" Reuse Main by Bannon Lakes

Zac Utility Site by Bannon Lakes Contribution in Phase 1SJCUD to Construct Ground Storage Tank and Pumping Facility Approx. 2018

16" Reuse Main Contributed Section by Bannon Lakes Construction In Phase 1

12" Reuse Main Contributed Section by Bannon Lakes Construction In Phase 1

16" Water Main by Southaven

16" Reuse Main Contributed by Bannon Lakes Constructed in International Golf Parkway Widening

16" Reuse Main by Southaven for Development Services

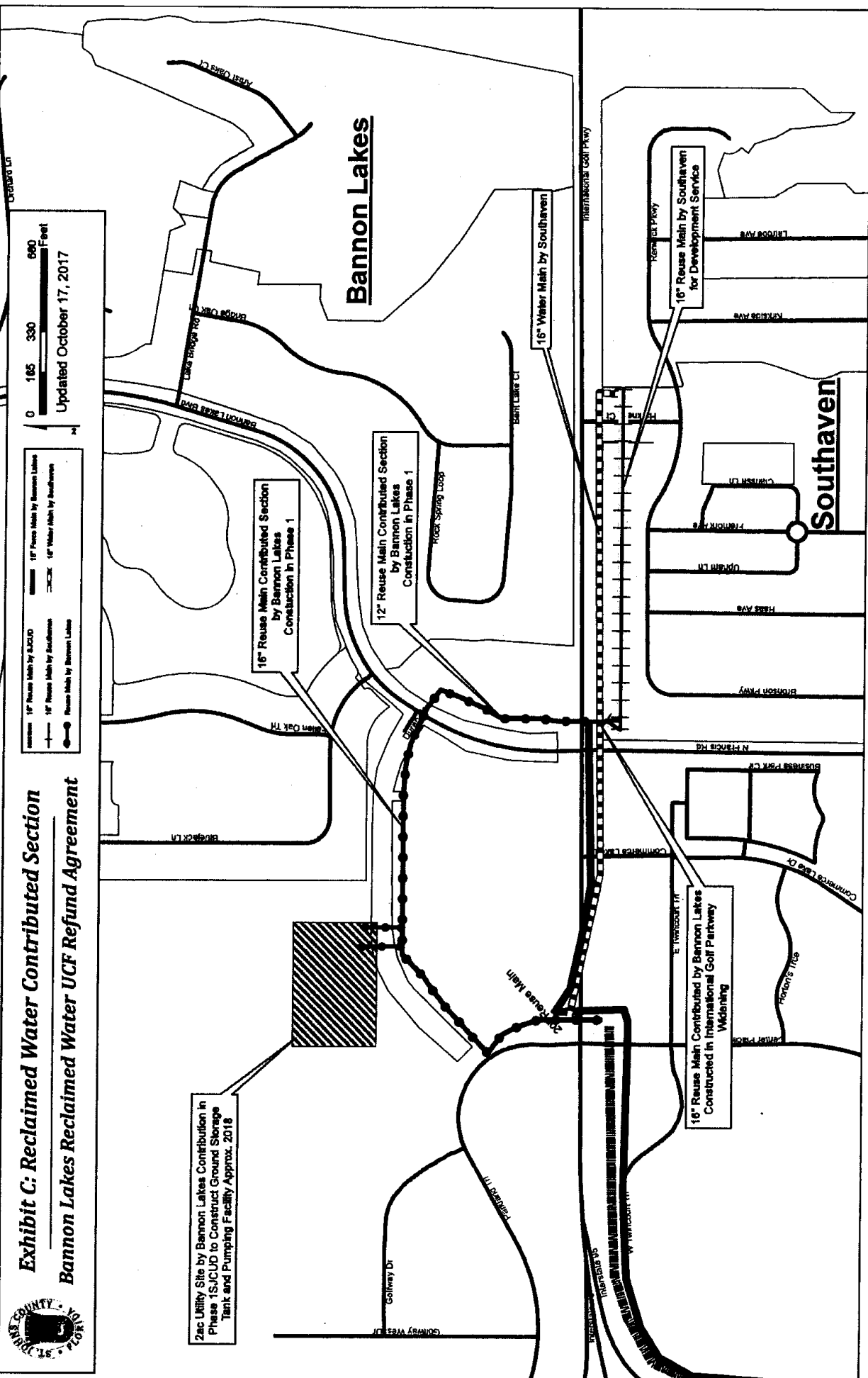


Exhibit "D"

**Form of Bill of Sale
(Bannon Lakes Segment 1 & International Golf Parkway for Bannon Lakes)**

Exhibit D



BILL OF SALE
UTILITY IMPROVEMENTS
for

Bannon Lakes Blvd Segment 1

RREF III-P-EP Bannon Lakes JV, LLC 700 Ponte Vedra Lakes Blvd, Ponte Vedra Beach, FL 32082, (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:

Bannon Lakes Blvd Segment 1

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 14 day of 2016.

WITNESS:

[Signature]
Witness Signature

Karelyn Travieso
Print Witness Name

OWNER:

[Signature]
Owner's Signature

Anthony Seijas
Print Owner's Name

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 14th day of October, 2016, by Anthony Seijas 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:	Bannon Lakes Subdivision Segment 1/Bannon Lakes
Contractor:	Vallencourt Construction
Developer:	Eastland Partners LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
12" DR 18	LF	785	\$ 35.21	\$ 27,639.85
16" HDPE	LF	50	\$ 101.23	\$ 5,061.50
16" DR 25	LF	1977	\$ 54.85	\$ 108,438.45
20" HDPE	LF	285	\$ 110.33	\$ 31,444.05
	LF		\$ -	\$ -
16" Gate Valve	Ea	7	\$ 6,891.93	\$ 48,243.51
12" Gate Valve	Ea	5	\$ 6,748.96	\$ 33,744.80
8" Gate Valve	Ea	3	\$ 4,451.30	\$ 13,353.90
6" Gate Valve	Ea	1	\$ 2,991.35	\$ 2,991.35
	Ea		\$ -	\$ -
2" Flushing Hydrants	Ea	4	\$ 713.35	\$ 2,853.40
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ 273,770.81



BILL OF SALE
UTILITY IMPROVEMENTS
 for

International Golf Parkway for Bannan Lakes

RREF III-P-EP Bannan Lakes JV, LLC 700 Ponte Vedra Lakes Blvd, Ponte Vedra Beach, FL 32082, (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:

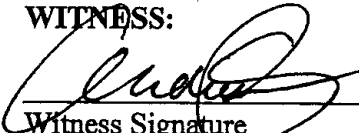
~~International Golf Parkway for Bannan Lakes~~

See Exhibit A

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 25th day of August 2017.

WITNESS:

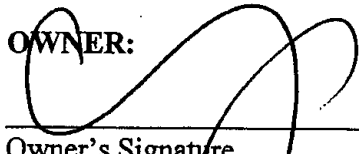


 Witness Signature

Andrea Frias

 Print Witness Name

OWNER:



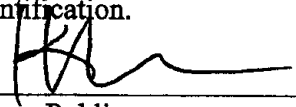
 Owner's Signature

Anthony Seijas

 Print Owner's Name

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of August, 2017, by Anthony Seijas who is personally known to me or has produced _____ as identification.



 Notary Public



Exhibit A



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: International Golf Parkway for Bannon Lakes
 Contractor: Vallencourt Construction Company Inc.
 Developer: Eastland Partners LLC

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Reuse Mains (Size and type)				
	16" DR25	LF	90	\$ 464.10	\$ 41,768.70
	16" HDPE	LF	130	\$ 546.03	\$ 70,983.80
					\$ -
					\$ -
					\$ -
					\$ -
(1)	Reuse Valve (Size and type)				
	16"x 16" Tapping Sleeve & Valve	EA	1	\$ 13,718.80	\$ 13,718.80
					\$ -
					\$ -
					\$ -
					\$ -
(1)	Hydrants Assembly (Size and type)				
					\$ -
					\$ -
					\$ -
(1)	Service (Size and type)				
					\$ -
					\$ -
					\$ -
Total Reuse System Cost					\$ 126,471.30