

RESOLUTION NO. 2018- 261

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES, A SPECIAL WARRANTY DEED, AND BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE REUSE, WATER AND SEWER SYSTEMS TO SERVE WINDWARD RANCH PHASE SIX LOCATED OFF STATE ROAD 16.**

**RECITALS**

**WHEREAS**, Lennar Homes, LLC, a limited liability company, has executed and presented to the County a Special Warranty Deed, an Easement for Utilities, and a Bill of Sale and Schedule of Values, attached hereto as Exhibits "A", "B", and "C," incorporated by reference and made a part hereof, conveying all personal property associated with the reuse, water and sewer systems to serve Windward Ranch Phase Six located off State Road 16; and

**WHEREAS**, Vallencourt Construction Company, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Windward Ranch Phase Six, attached hereto as Exhibits "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, Bill of Sale and Schedule of Values, Final Release of Lien, and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Court is instructed to record the original Special Warranty Deed, Easement for Utilities and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of August, 2018.

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

By: \_\_\_\_\_

Henry Dear, Chair

**ATTEST:** Hunter S. Conrad, Clerk

**RENDITION DATE** 8/24/18

Pam Halterman  
Deputy Clerk

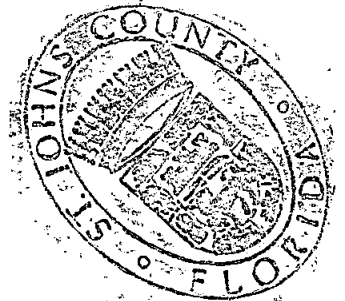


EXHIBIT "A" TO RESOLUTION

This Instrument Prepared By:  
Lennar Homes, LLC  
9440 Phillips Hwy, Ste 7  
Jacksonville, FL 32256

**SPECIAL WARRANTY DEED**

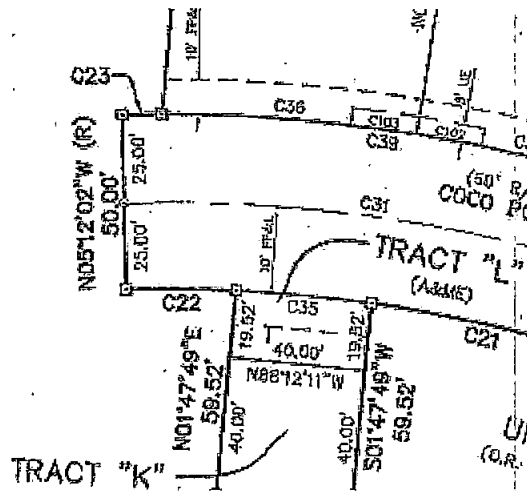
**THIS SPECIAL WARRANTY DEED**, dated 18th day of July, 2018 is by and from **Lennar Homes, LLC** whose address is 9440 Phillips Hwy, Ste 7, Jacksonville, FL, 32256, hereinafter called the Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 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 K, AS SHOWN ON THE PLAT OF WINDWARD RANCH PHASE SIX, AS RECORDED IN MAP BOOK 86, PAGES 24-31 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

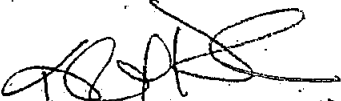



TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

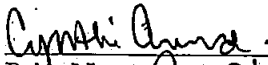
The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to ad valorem property taxes accruing subsequent to December 31, 2017; 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: Kristina Dods

By:   
SCOTT KEELING  
Its: Vice President

  
Print Name: Cynthia Arnold

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2018 by Scott Keeling, Lennart Jones its VP who is personally known to me or has produced as identification.

  
Notary Public

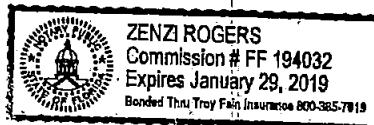


EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 2nd day of May, 2018 by Lennar Homes LLC, with an address of 9440 Philips Highway, Suite 7, Jacksonville, FL 32256, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

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

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

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

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

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

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

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

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

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

(b) PUMP STATION & 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.

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

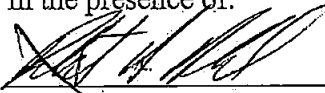
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair,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

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

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

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


Signed, sealed and delivered  
In the presence of:

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

Robert A. Deahl  
\_\_\_\_\_  
Print Name

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

Joe Panchan  
\_\_\_\_\_  
Print Name

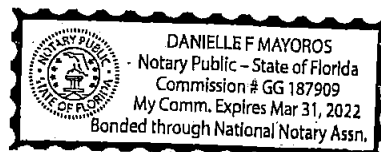
By:   
\_\_\_\_\_

Print Name: Scott Keiling  
\_\_\_\_\_

Its: VP  
\_\_\_\_\_

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 2 day, of May, 2018, by Scott Keiling who is personally known to me or has produced \_\_\_\_\_ as identification.



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

EXHIBIT "A"

EASEMENT AREA

Being those private rights of ways depicted as Windward Ranch Phase Six as recorded per the attached Plat being Map Book 86, Page 24 through 31, recorded in the Public Records of St. Johns County, Florida.



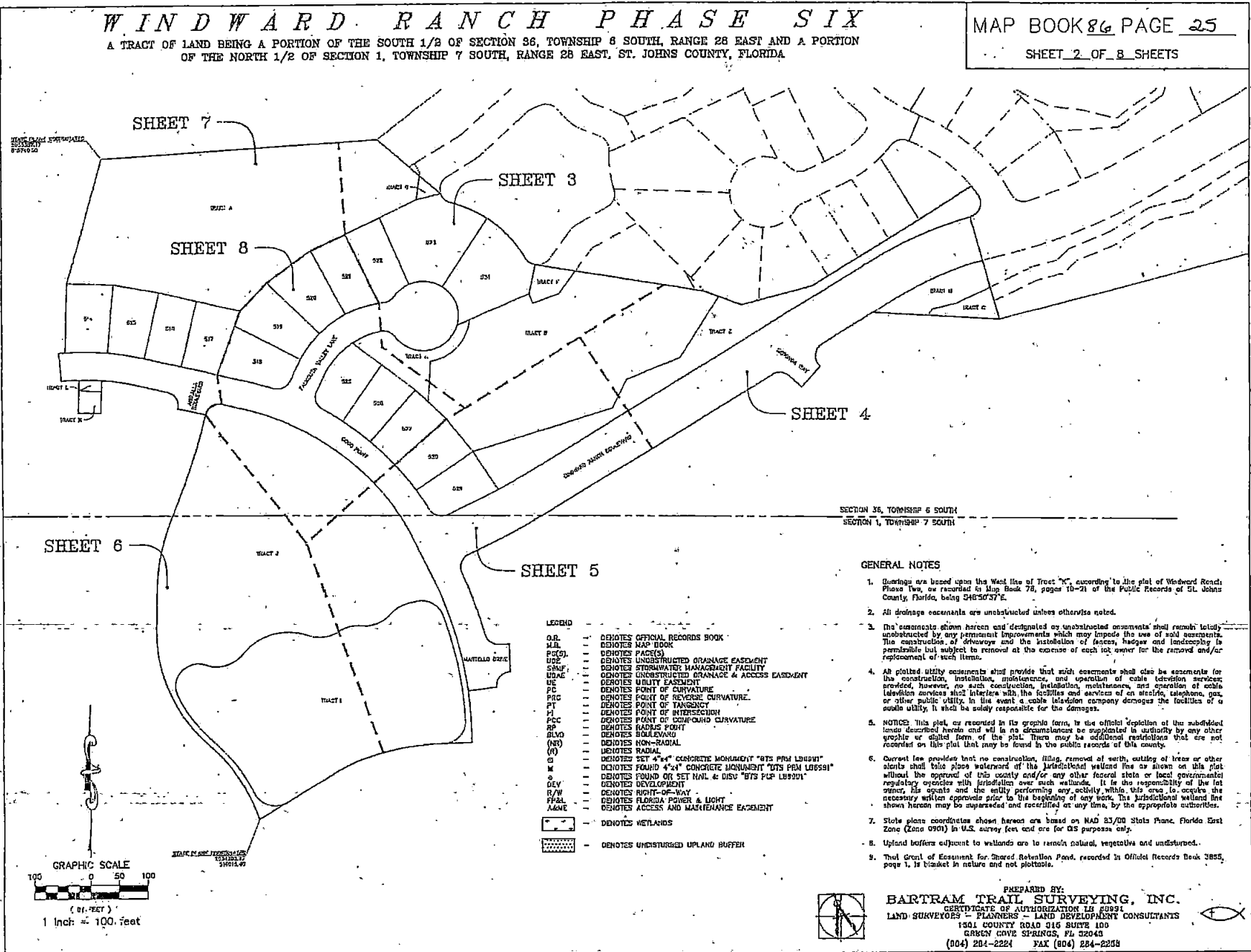


# WINDWARD RANCH PHASE SIX

A TRACT OF LAND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 28 EAST AND A PORTION OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 86 PAGE 25

SHEET 2 OF 8 SHEETS



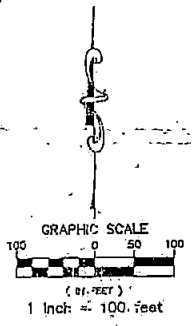
SECTION 36, TOWNSHIP 6 SOUTH  
SECTION 1, TOWNSHIP 7 SOUTH

### GENERAL NOTES

1. Bearings are based upon the West line of Tract "C", according to the plat of Windward Ranch Phase Two, as recorded in Map Book 78, pages 10-21 of the Public Records of St. Johns County, Florida, being 34650372.
2. All drainage easements are unobstructed unless otherwise noted.
3. The easements shown herein and designated as unobstructed easements shall remain totally unobstructed by any permanent improvements which may impede the use of said easements. The construction of ditches and the installation of fences, hedges and landscaping is permissible but subject to removal at the expense of each lot owner for the removal and/or replacement of such items.
4. All plotted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.
5. NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplemented in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.
6. Current law provides that no construction, filling, removal of earth, cutting of trees or other acts shall take place waterward of the jurisdictional wetland line as shown on this plat without the approval of this county and/or any other federal state or local governmental regulatory agencies with jurisdiction over such wetlands. It is the responsibility of the lot owner, his agents and the entity performing any activity within this area, to acquire the necessary written approvals prior to the beginning of any work. The jurisdictional wetland line shown herein may be superseded and reclassified at any time, by the appropriate authorities.
7. State plane coordinates shown hereon are based on NAD 83/00 State Plane, Florida East Zone (Zone 0901) in U.S. survey feet and are for OS purposes only.
8. Upland buffers adjacent to wetlands are to remain natural, vegetative and undisturbed.
9. That Grant of Easement for Shared Retention Pond, recorded in Official Records Book 3855, page 1, is blanket in nature and not plottable.

LEGEND

O.R.	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
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FP&U	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
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UNDISTURBED UPLAND BUFFER	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---



PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
 CERTIFICATE OF AUTHORIZATION LC 89991  
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
 1501 COUNTY ROAD 916 SUITE 100  
 GARDEN GROVE SPRINGS, FL 32640  
 (804) 284-2224 FAX (804) 284-2228

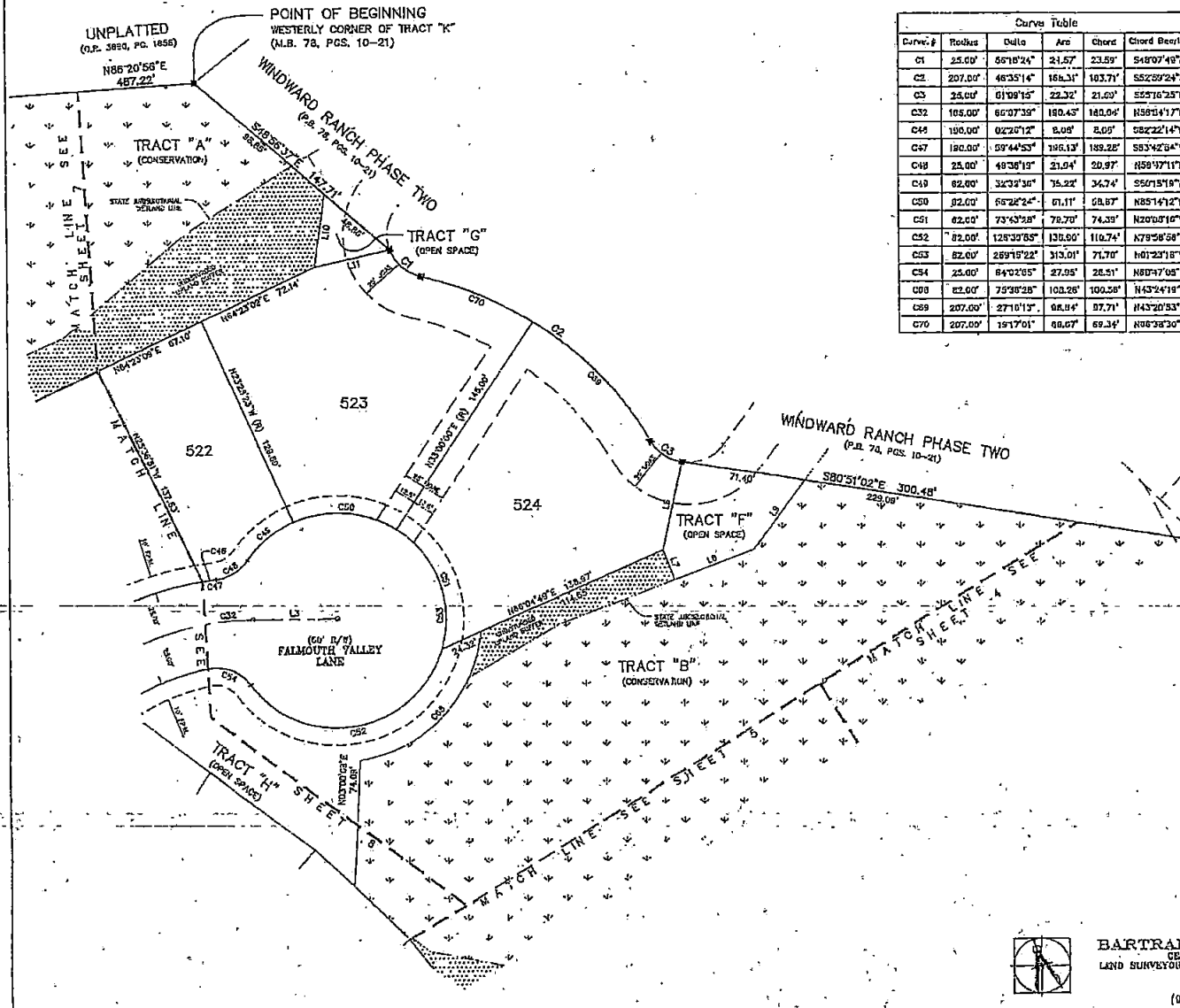
# WINDWARD RANCH PHASE SIX

A TRACT OF LAND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 28 EAST AND A PORTION OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 86 PAGE 26

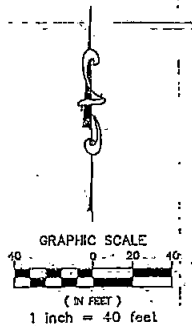
SHEET 3 OF 8 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C1	25.00'	56°18'24"	21.57'	23.59'	S49°07'46"E
C2	207.00'	46°35'14"	168.31'	103.71'	S52°59'24"E
C3	25.00'	61°09'15"	22.32'	21.00'	S57°16'25"E
C32	105.00'	66°07'39"	180.43'	148.04'	N55°14'17"E
C45	100.00'	02°20'12"	8.09'	8.09'	S82°22'14"W
C47	180.00'	59°44'53"	196.13'	189.28'	S53°42'54"W
C48	25.00'	49°38'19"	21.04'	20.97'	N59°19'11"E
C49	82.00'	32°32'30"	75.22'	34.74'	S50°15'18"W
C50	82.00'	58°28'24"	61.11'	68.87'	N85°14'12"W
C51	82.00'	73°43'28"	76.70'	74.39'	N20°04'16"W
C52	82.00'	128°33'33"	135.00'	110.74'	N79°58'58"E
C53	82.00'	289°15'22"	313.01'	71.70'	N01°23'18"W
C54	25.00'	84°02'05"	27.95'	26.51'	N80°47'05"W
C58	82.00'	75°38'28"	103.28'	100.58'	N43°24'18"E
C59	207.00'	27°10'13"	98.84'	87.71'	N43°20'53"E
C70	207.00'	19°17'01"	88.67'	69.34'	N96°38'30"W

Line #	Bearing	Distance
L3	N89°58'07"E	48.22'
L4	N12°08'29"E	52.83'
L7	S20°58'02"E	10.74'
L8	S89°01'38"W	48.85'
L9	S35°58'50"W	42.82'
L10	S08°10'00"W	42.17'
L11	N77°15'45"E	43.67'



PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
CERTIFICATE OF AUTHORIZATION IS 9898A  
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
1601 COUNTY ROAD 315 SUITE 108  
GREEN COVE SPRINGS, FL 32043  
(904) 284-2224 FAX (904) 284-2255



# WINDWARD RANCH PHASE SIX

A TRACT OF LAND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 28 EAST AND A PORTION OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

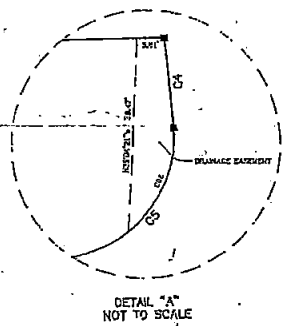
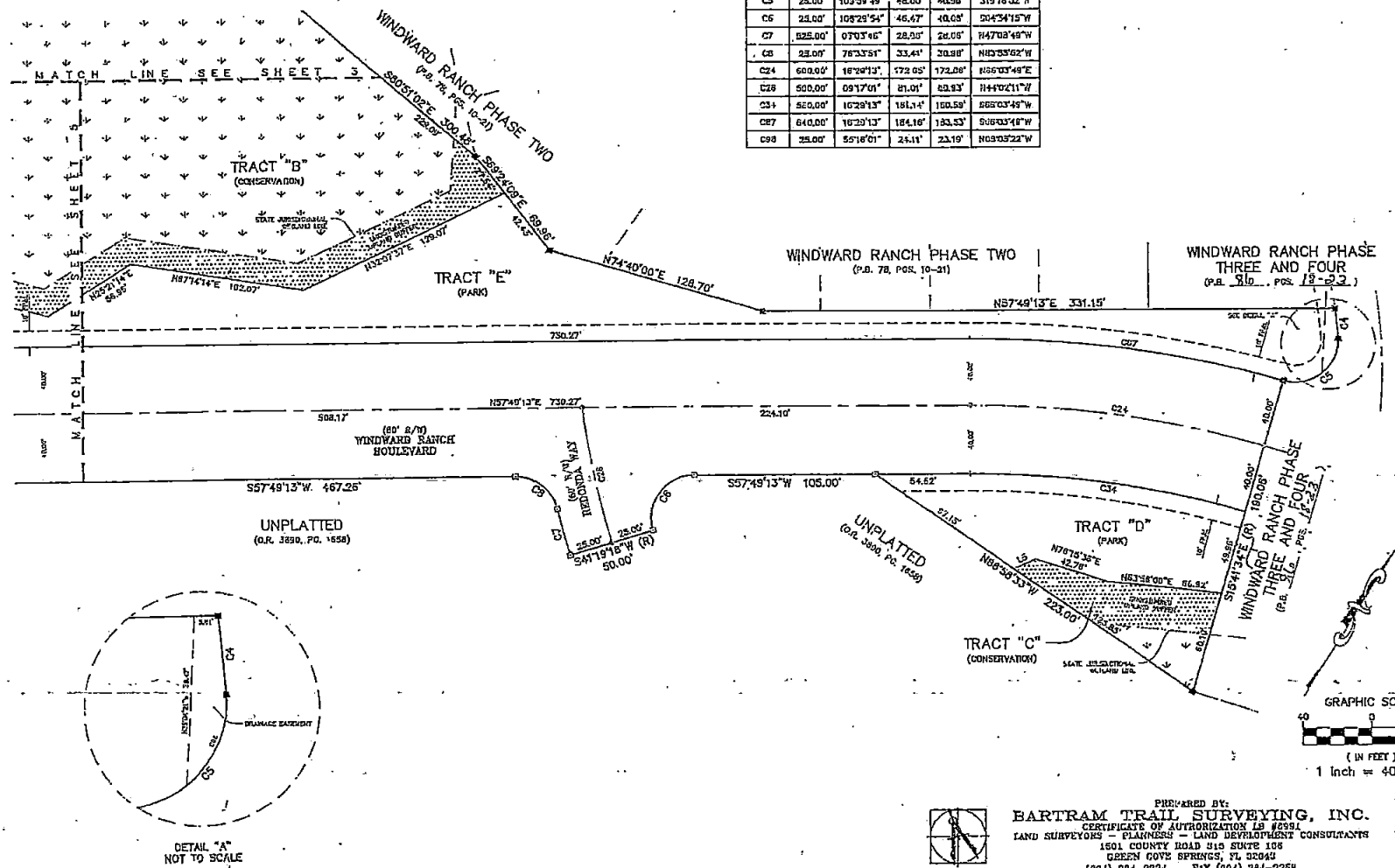
MAP BOOK 86 PAGE 27

SHEET 4 OF 8 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C4	275.00'	03°49'07"	10.33'	16.32'	S37°35'56"E
C5	23.00'	103°59'49"	48.03'	40.96'	S19°18'32"W
C6	21.00'	105°29'54"	46.47'	40.05'	S04°34'15"W
C7	825.00'	07°03'46"	28.25'	28.05'	R47°08'49"W
C8	23.00'	76°33'51"	33.44'	20.98'	N03°39'02"W
C24	600.00'	16°28'13"	172.05'	172.08'	N65°03'49"E
C28	500.00'	09°17'01"	21.01'	20.93'	R44°02'11"W
C31	550.00'	10°28'13"	181.14'	180.59'	S65°03'49"W
C37	640.00'	16°29'13"	184.16'	183.33'	S06°03'46"W
C38	25.00'	85°16'01"	24.11'	23.19'	N03°03'22"W

Line Table		
Line #	Bearing	Distance
LE	N33°38'40"E	14.01'



PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
 CERTIFICATE OF AUTHORIZATION LB 12951  
 LAND SURVEYORS - FLORIDA - LAND DEVELOPMENT CONSULTANTS  
 1501 COUNTY ROAD 310 SUITE 105  
 GREEN COVE SPRINGS, FL 32042  
 (904) 284-2221 FAX (904) 284-2258

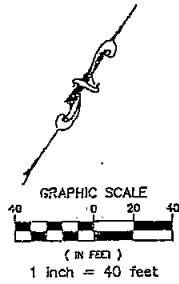
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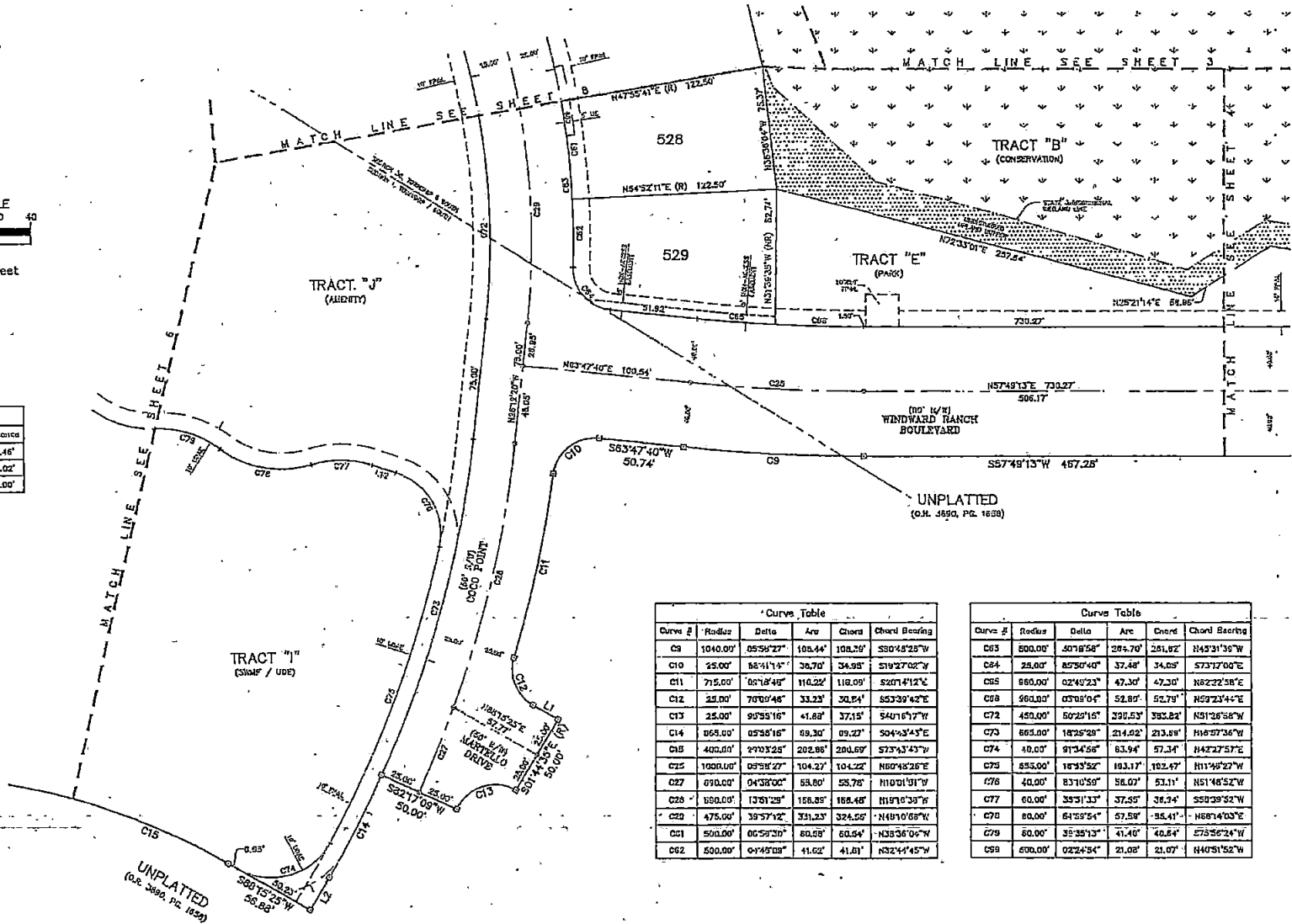
MAP BOOK 80 PAGE 28

SHEET 5 OF 8 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line #	Bearing	Distance
L1	N68°15'29"E	17.46'
L2	S01°44'35"E	23.02'
L12	S76°35'39"W	15.00'



Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C9	1040.00'	05°58'22"	105.44'	108.29'	S80°45'28"W
C10	25.00'	88°41'11"	26.70'	34.98'	S19°27'02"W
C11	715.00'	08°18'49"	110.22'	118.09'	S207°41'12"E
C12	25.00'	70°09'48"	33.25'	30.84'	S53°39'42"E
C13	25.00'	95°35'16"	41.88'	37.15'	S40°16'17"W
C14	965.00'	05°58'16"	69.30'	69.22'	S04°43'45"E
C15	402.00'	2°10'32"	202.88'	200.69'	S73°43'43"W
C25	1000.00'	03°58'22"	104.27'	104.22'	N60°48'26"E
C27	650.00'	04°38'00"	65.80'	65.78'	N10°01'51"W
C28	650.00'	13°01'29"	168.85'	168.48'	N19°10'39"W
C29	475.00'	39°57'12"	331.23'	324.05'	N48°10'08"W
C31	500.00'	06°57'30"	60.68'	60.64'	N38°36'04"W
C32	500.00'	04°45'08"	41.62'	41.61'	N32°44'45"W

Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C63	600.00'	50°18'58"	284.70'	281.62'	N43°31'36"W
C64	25.00'	85°50'40"	32.48'	34.05'	S73°17'06"E
C65	860.00'	02°43'23"	47.30'	47.20'	N82°22'58"E
C68	960.00'	03°05'04"	52.89'	52.79'	N52°23'44"E
C72	450.00'	50°25'16"	230.53'	233.82'	N31°26'56"W
C73	865.00'	18°25'39"	214.02'	213.68'	N16°07'36"W
C74	48.00'	97°34'58"	63.94'	67.34'	N42°27'57"E
C75	855.00'	16°53'52"	193.17'	192.47'	N11°46'27"W
C76	40.00'	83°10'59"	56.07'	53.11'	N51°46'52"W
C77	60.00'	35°51'33"	37.55'	36.24'	S50°39'52"W
C79	80.00'	64°55'54"	67.58'	65.41'	N68°44'03"E
C79	80.00'	35°35'13"	41.40'	40.84'	S73°56'24"W
C99	600.00'	02°24'54"	21.08'	21.07'	N40°51'52"W



PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
 CERTIFICATE OF AUTHORIZATION LD #0991  
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
 1601 COUNTY ROAD 313 SUITE 103  
 GREEN CREEK SHORES, FL 32043  
 (813) 244-8224 FAX (813) 284-2268



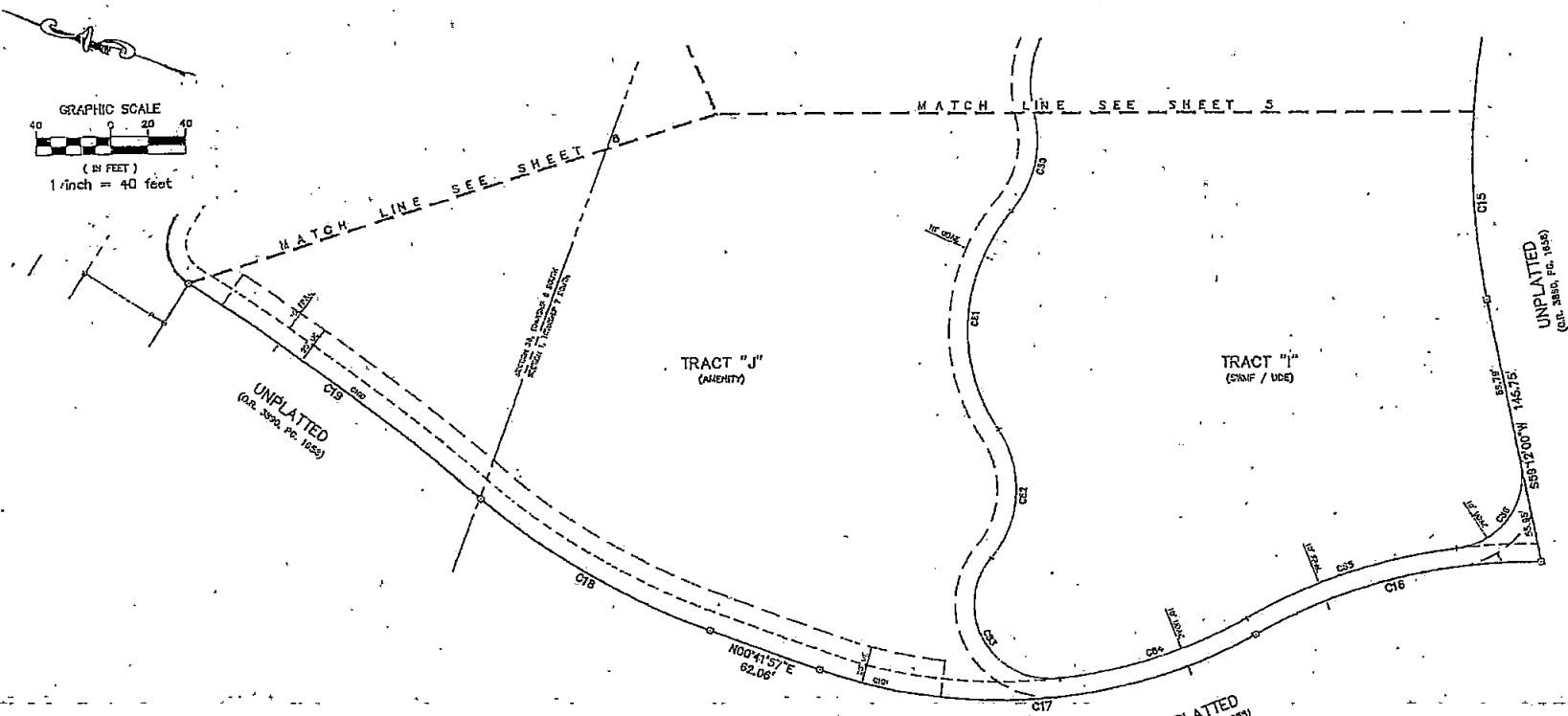
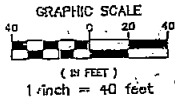
# WINDWARD RANCH PHASE SIX

A TRACT OF LAND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 28 EAST AND A PORTION OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 86 PAGE 29

SHEET 6 OF 8 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C16	460.00'	29°37'25"	202.85'	250.89'	S73°43'43"W
C15	300.00'	30°15'25"	156.42'	159.59'	N33°16'47"W
C17	275.00'	49°36'25"	238.10'	230.73'	N24°06'15"W
C18	375.00'	21°49'16"	141.63'	140.99'	N11°32'04"E
C19	1275.00'	08°43'20"	194.10'	193.91'	N18°00'31"E
C20	80.00'	53°57'35"	26.51'	54.44'	N53°07'35"E
C21	100.00'	72°07'46"	72.59'	117.74'	S74°02'29"W
CR2	63.00'	71°25'50"	74.69'	70.19'	N73°49'36"E
CS3	40.00'	139°54'57"	94.20'	74.18'	S41°17'04"W
CS4	285.00'	22°49'03"	104.36'	104.70'	S37°37'26"E
CS5	310.00'	21°53'53"	116.48'	117.70'	N37°57'31"W
CS6	40.00'	93°47'25"	65.48'	55.41'	S73°54'17"E
C100	1275.00'	07°43'09"	172.51'	172.38'	N18°29'06"E
C101	275.00'	13°44'17"	65.94'	65.78'	N66°10'12"W



PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
 CERTIFICATE OF AUTHORIZATION LB #0991  
 LAND SURVEYORS - FLORIDA - LAND DEVELOPMENT CONSULTANTS  
 1501 COUNTY ROAD 316 SUITE 105  
 GREEN COVE SPRINGS, FL 32043  
 (904) 284-2264 FAX (904) 284-2250



# WINDWARD RANCH PHASE SIX

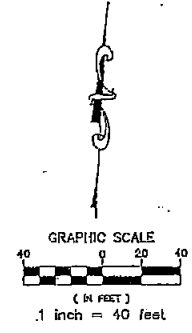
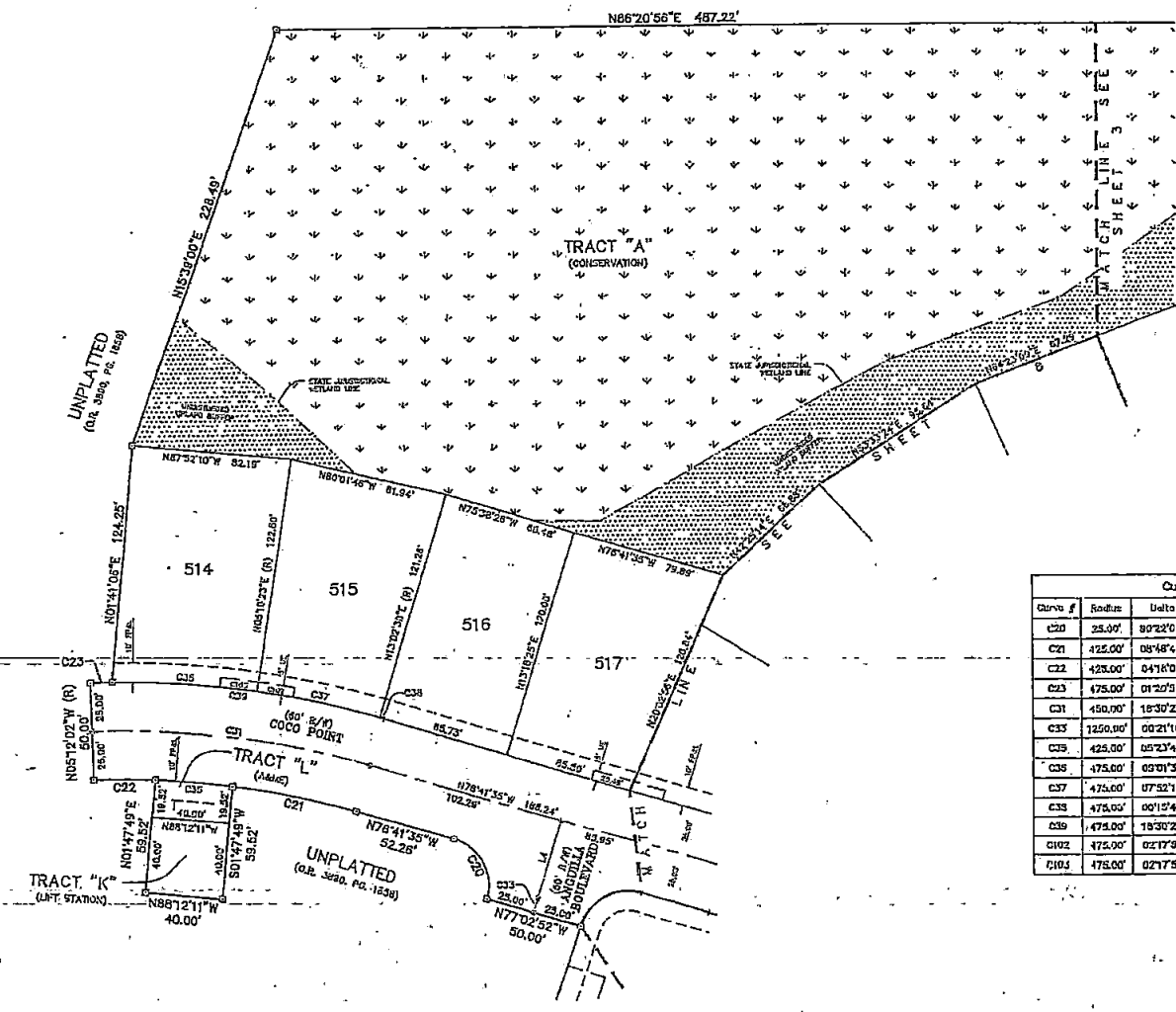
A TRACT OF LAND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 28 EAST AND A PORTION OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 86 PAGE 30

SHEET 7 OF 8 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND

UNPLATTED  
(O.P. 3850, PG. 1833)



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C20	25.00'	90°22'05"	39.43'	35.47'	N31°30'31"W
C21	425.00'	08°48'45"	63.37'	65.30'	(S) 05°58'W
C22	425.00'	04°18'01"	31.80'	31.85'	S86°58'58"W
C23	475.00'	01°20'24"	11.18'	11.18'	N85°20'25"E
C31	450.00'	18°30'27"	145.38'	144.73'	N85°50'48"W
C33	1250.00'	00°21'18"	7.73'	7.73'	N13°29'03"E
C35	425.00'	05°23'40"	40.01'	40.00'	N85°12'11"W
C36	475.00'	05°01'31"	74.82'	74.76'	N89°20'25"W
C37	475.00'	07°52'18"	89.25'	88.20'	N80°33'30"W
C38	475.00'	00°15'47"	2.10'	2.18'	N75°49'59"W
C39	475.00'	18°30'27"	153.43'	152.77'	N85°50'48"W
C102	475.00'	02°17'31"	18.05'	18.05'	N83°40'42"W
C103	475.00'	02°17'51"	18.05'	18.05'	N85°58'33"W

Line Table		
Line #	Bearing	Distance
L4	N13°16'25"E	42.28'



PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
 CERTIFICATE OF AUTHORIZATION LB #5991  
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
 1501 COUNTY ROAD 315 SUITE 100  
 GREEN COVE SPRINGS, FL 32043  
 (904) 284-2224 FAX (904) 284-2255



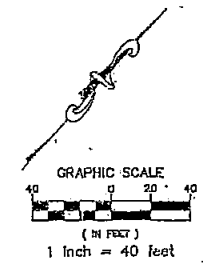
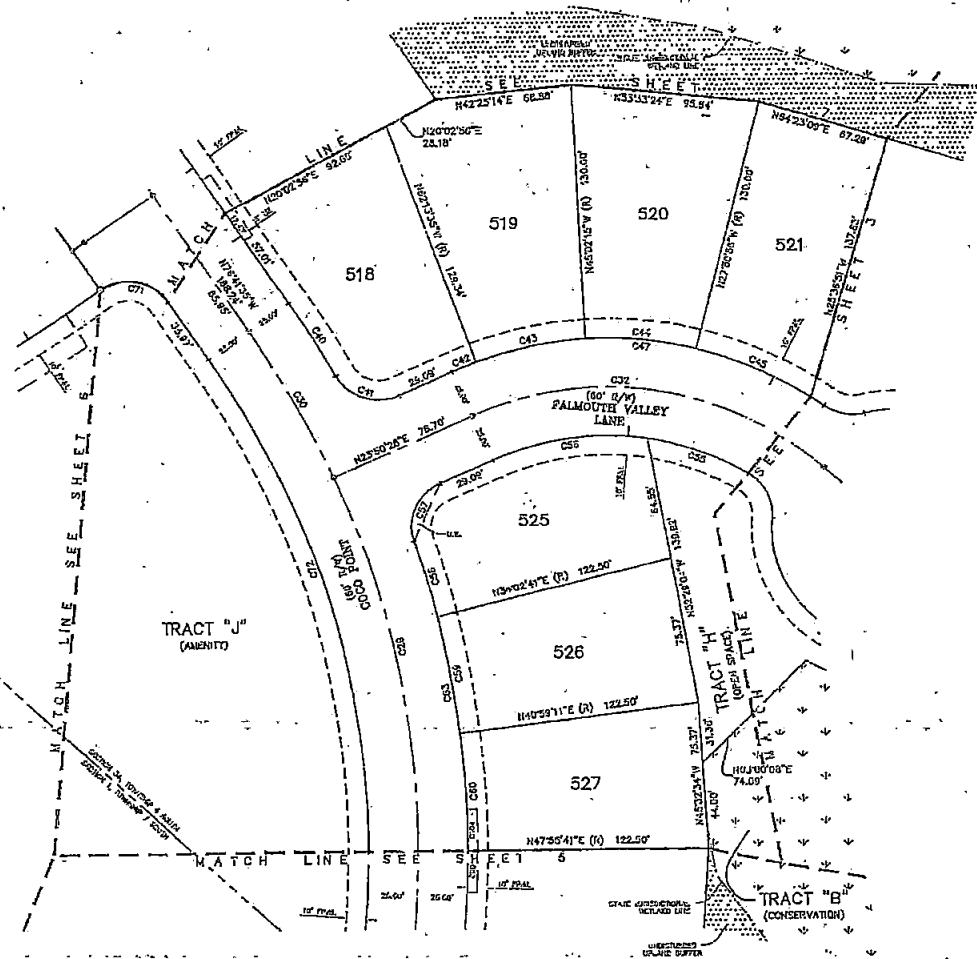
# WINDWARD RANCH PHASE SIX

A TRACT OF LAND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 86, TOWNSHIP 6 SOUTH, RANGE 28 EAST AND A PORTION OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 86 PAGE 31

SHEET 8 OF 8 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve #	Radius	Delta	Area	Chord	Chord Bearing
C28	478.00'	39°57'12"	331.23'	324.56'	N48°10'38"W
C30	478.00'	103°1'03"	87.33'	87.21'	N71°25'34"W
C32	185.00'	66°07'39"	159.43'	160.04'	N88°24'17"E
C40	690.00'	83°04'09"	44.24'	44.22'	N74°00'31"W
C41	28.00'	84°32'06"	38.89'	33.83'	N66°00'31"E
C42	190.00'	03°53'58"	13.04'	13.04'	S25°48'26"W
C43	150.00'	17°11'19"	57.00'	56.79'	S36°22'05"W
C44	190.00'	17°11'19"	67.00'	66.79'	S53°33'24"W
C45	190.00'	19°00'04"	83.01'	82.72'	S71°38'08"W
C47	190.00'	59°44'53"	198.13'	188.28'	S63°42'54"W
C55	140.00'	22°22'12"	54.66'	54.31'	S88°00'22"W
C58	140.00'	32°58'46"	80.59'	73.48'	S40°10'52"W
C59	25.00'	84°32'08"	30.80'	33.63'	S18°25'35"E
C52	500.00'	04°44'20"	41.53'	41.34'	N58°19'28"W
C59	500.00'	06°56'30"	80.58'	60.84'	S52°28'04"W
C28	500.00'	06°56'30"	80.58'	60.84'	N43°32'34"W
C33	300.00'	30°19'53"	284.70'	281.62'	N45°31'58"W
C71	25.00'	89°32'34"	38.12'	35.25'	S50°28'30"W
C72	450.00'	60°23'16"	388.53'	383.82'	N61°28'58"W
C104	690.00'	02°14'54"	21.05'	21.07'	N43°16'45"W



PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
 CERTIFICATE OF AUTHORIZATION LD 66931  
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
 1601 COUNTY ROAD 315 SUITE 106  
 GREEN COVE SPRINGS, FL 32043  
 (904) 284-8234 FAX (904) 284-8258





EXHIBIT "C" TO RESOLUTION



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

**(Windward Ranch Phase 6 (fka. Encanta PUD))**

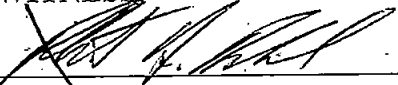
(Lennar Homes, LLC; 9440 Philips Highway, Suite 7, Jacksonville, FL 32256), (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

(See exhibit A schedule of Values)

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 8<sup>th</sup> of November, 2017.

WITNESS:



Witness Signature

Robert A. Deal

Print Witness Name

OWNER:



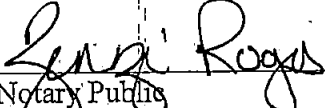
Owner's Signature

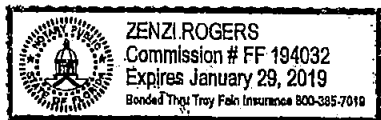
Scott Keiling

Print Owner's Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2017 by Scott Keiling who is personally known to me or has produced \_\_\_\_\_ as identification.

  
Notary Public



# EXHIBIT "A" TO BILL OF SALE



## St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Windward Ranch Phase 6

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(0)	<b>Water Mains (Size, type &amp; Pipe class)</b>				
	12" DR18 PVC	LF	1185	\$ 55.26	\$ 65,483.10
	8" DR18 PVC	LF	920	\$ 25.65	\$ 23,598.00
	6" DR18 PVC	LF	185	\$ 15.00	\$ 2,775.00
	2" HDPE PVC	LF	320	\$ 10.00	\$ 3,200.00
	10" HDPE	LF	100	\$ 44.60	\$ 4,460.00
	8" HDPE	LF	50	\$ 22.74	\$ 1,137.00
	16" HDPE	LF	125	\$ 54.75	\$ 6,843.75
					\$ -
(1)	<b>Water Valves (Size and Type)</b>				
	12" Gate Valve	EA	3	\$ 2,241.63	\$ 6,724.89
	8" Gate Valve	EA	5	\$ 1,169.99	\$ 5,849.95
	6" Gate Valve	EA	8	\$ 778.56	\$ 6,228.48
					\$ -
					\$ -
					\$ -
(1)	<b>Hydrants Assembly (Size and Type)</b>				
	Fire Hydrant	EA	5	\$ 2,209.73	\$ 11,048.65
	Flushing Hydrant	EA	6	\$ 918.29	\$ 5,509.74
					\$ -
					\$ -
(1)	<b>Services (Size and Type)</b>				
	Single Water Service	EA	12	\$ 641.25	\$ 7,695.00
	Double Water Service	EA	5	\$ 727.18	\$ 3,635.90
					\$ -
					\$ -
<b>Total Water System Cost</b>					<b>\$ 154,189.46</b>

Note: Asset Type (1) Water Pipeline and Appurteances



## St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name:

**Windward Ranch Phase 6**

Contractor:

**Vallencourt Construction Company Inc.**

Developer:

**Lennar**

Item	Unit	Quantity	Unit Cost	Total Cost
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
6" PVC DR18	Linear Feet	1750	\$ 19.50	\$ 34,125.00
8" HDPE	Linear Feet	100	\$ 22.74	\$ 2,274.00
				\$ -
				\$ -
				\$ -
				\$ -
<b>Sewer Valves (Size and Type)</b>				
6" Gate Valve	Each	1	\$ 814.61	\$ 814.61
Air Release Valve	Each	1	\$ 3,512.84	\$ 3,512.84
				\$ -
				\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
10" SDR 26 PVC	Linear Feet	366	\$ 85.00	\$ 31,110.00
8" SDR 26 PVC	Linear Feet	1614	\$ 57.25	\$ 92,401.50
				\$ -
				\$ -
<b>Laterals (Size and Type)</b>				
6" SDR 26 PVC	Each	17	\$ 576.57	\$ 9,801.69
				\$ -
				\$ -
<b>Manholes (Size and Type)</b>				
<b>Type A</b>				
4-6' Feet Deep	Each	2	\$ 2,957.47	\$ 5,914.94
8-10' Feet Deep	Each	2	\$ 4,396.51	\$ 8,793.02
10-12' Feet Deep	Each	1	\$ 5,250.25	\$ 5,250.25
12-14' Feet Deep	Each	2	\$ 6,156.41	\$ 12,312.82
14-16' Feet Deep	Each	1	\$ 8,270.49	\$ 8,270.49
<b>Lined MH</b>				
				\$ -
10-12' Feet Deep	Each	1	\$ 8,196.68	\$ 8,196.68
12-14' Feet Deep	Each	1	\$ 9,760.60	\$ 9,760.60
14-16' Feet Deep	Each	3	\$ 13,071.27	\$ 39,213.81
<b>Type B</b>				
				\$ -
12-14' Feet Deep	Each	1	\$ 7,070.06	\$ 7,070.06
<b>Lift Station 247 (Coco Point St. Augustine, FL 32092)</b>				
Mechanical Equipment	Lump Sum	1	\$ 110,258.00	\$ 110,258.00
Process Piping	Lump Sum	1	\$ 50,785.00	\$ 50,785.00
Process Structure	Lump Sum	1	\$ 124,682.23	\$ 124,682.23
Process Electrical Equipment	Lump Sum	1	\$ 17,852.00	\$ 17,852.00
Other Improvements				\$ -
<b>Total Sewer System Cost</b>				<b>\$ 582,399.54</b>



**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: Windward Ranch 6  
 Contractor: Vallencourt Construction Company, Inc.  
 Developer: Lennar

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Reuse Mains (Size, Type &amp; Pipe Class)</b>				
12" DR18 PVC	LF	1050	\$ 65.95	\$ 69,247.50
10" DR18 PVC	LF	240	\$ 31.45	\$ 7,548.00
8" DR18 PVC	LF	645	\$ 28.50	\$ 18,382.50
6" DR18 PVC	LF	60	\$ 15.00	\$ 900.00
4" DR18PVC	LF	300	\$ 13.74	\$ 4,122.00
2" HDPE PVC	LF	320	\$ 10.00	\$ 3,200.00
12" HDPE	LF	120	\$ 47.25	\$ 5,670.00
10" HDPE	LF	40	\$ 44.60	\$ 1,784.00
8" HDPE	LF	50	\$ 22.74	\$ 1,137.00
<b>Reuse Valves (Size and Type)</b>				
12" Gate Valve	Ea	1	\$ 2,177.24	\$ 2,177.24
10" Gate Valve	Ea	1	\$ 1,725.25	\$ 1,725.25
8" Gate Valve	Ea	4	\$ 1,183.27	\$ 4,733.08
6" Gate Valve	Ea	1	\$ 780.33	\$ 780.33
4" Gate Valve	Ea	3	\$ 632.52	\$ 1,897.56
<b>Services (Size and Type)</b>				
Flushing Hydrants	Ea	6	\$ 918.29	\$ 5,509.74
Single Water Services	Ea	21	\$ 599.06	\$ 12,580.26
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Total Reuse System Cost</b>				<b>\$ 141,394.46</b>

EXHIBIT "D" TO RESOLUTION



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$877,983.46 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 01-23-2018 to Lennar Homes to the following described property:

See Exhibit A

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 23<sup>rd</sup> of Jan, 2018.

WITNESS:

[Signature]  
Witness Signature

Gabriel Powers  
Print Witness Name

OWNER:

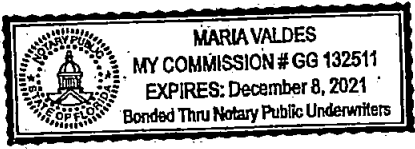
[Signature]  
Lienor's Signature

Michael Vallencourt II  
Print Lienor's Name

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 23 day of January, 2018, by Michael A. Vallencourt who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public



# EXHIBIT "A" TO FINAL RELEASE OF LIEN



## St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Windward Ranch Phase 6

Contractor: Vallencourt Construction Company Inc.

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
<b>(1)</b>	<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
	12" DR18 PVC	LF	1185	\$ 55.26	\$ 65,483.10
	8" DR18 PVC	LF	920	\$ 25.65	\$ 23,598.00
	6" DR18 PVC	LF	185	\$ 15.00	\$ 2,775.00
	2" HDPE PVC	LF	320	\$ 10.00	\$ 3,200.00
	10" HDPE	LF	100	\$ 44.60	\$ 4,460.00
	8" HDPE	LF	50	\$ 22.74	\$ 1,137.00
	16" HDPE	LF	125	\$ 54.75	\$ 6,843.75
					\$ -
<b>(1)</b>	<b>Water Valves (Size and Type)</b>				
	12" Gate Valve	EA	3	\$ 2,241.63	\$ 6,724.89
	8" Gate Valve	EA	5	\$ 1,169.99	\$ 5,849.95
	6" Gate Valve	EA	8	\$ 778.56	\$ 6,228.48
					\$ -
					\$ -
					\$ -
<b>(1)</b>	<b>Water Fire Hydrants (Type)</b>				
	Fire Hydrant	EA	5	\$ 2,209.73	\$ 11,048.65
	Flushing Hydrant	EA	6	\$ 918.29	\$ 5,509.74
					\$ -
					\$ -
<b>(1)</b>	<b>Service (Size and Type)</b>				
	Single Water Service	EA	12	\$ 641.25	\$ 7,695.00
	Double Water Service	EA	5	\$ 727.18	\$ 3,635.90
					\$ -
					\$ -
					\$ -
<b>Total Water System Cost</b>				<b>\$</b>	<b>154,189.46</b>

Note: Asset Type (1) Water Pipeline and Appurtenances



# St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: **Windward Ranch Phase 6**

Contractor: **Vallencourt Construction Company Inc.**

Developer: **Lennar**

Item	Unit	Quantity	Unit Cost	Total Cost
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
6" PVC DR18	Linear Feet	1750	\$ 19.50	\$ 34,125.00
8" HDPE	Linear Feet	100	\$ 22.74	\$ 2,274.00
				\$ -
				\$ -
				\$ -
				\$ -
<b>Sewer Valves (Size and type)</b>				
6" Gate Valve	Each	1	\$ 814.61	\$ 814.61
Air Release Valve	Each	1	\$ 3,512.84	\$ 3,512.84
				\$ -
				\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
10" SDR 26 PVC	Linear Feet	366	\$ 85.00	\$ 31,110.00
8" SDR 26 PVC	Linear Feet	1614	\$ 57.25	\$ 92,401.50
				\$ -
				\$ -
<b>Laterals (Size and Type)</b>				
6" SDR 26 PVC	Each	17	\$ 576.57	\$ 9,801.69
				\$ -
				\$ -
<b>Manholes (Size and type)</b>				
<b>Type A</b>				
4-6' Feet Deep	Each	2	\$ 2,957.47	\$ 5,914.94
8-10' Feet Deep	Each	2	\$ 4,396.51	\$ 8,793.02
10-12' Feet Deep	Each	1	\$ 5,250.25	\$ 5,250.25
12-14' Feet Deep	Each	2	\$ 6,156.41	\$ 12,312.82
14-16' Feet Deep	Each	1	\$ 8,270.49	\$ 8,270.49
<b>Lined MH</b>				
10-12' Feet Deep	Each	1	\$ 8,196.68	\$ 8,196.68
12-14' Feet Deep	Each	1	\$ 9,760.60	\$ 9,760.60
14-16' Feet Deep	Each	3	\$ 13,071.27	\$ 39,213.81
<b>Type B</b>				
12-14' Feet Deep	Each	1	\$ 7,070.06	\$ 7,070.06
<b>Lift Station: 247 Coco Point St. Augustine, FL 32092</b>				
Mechanical Equipment	Lump Sum	1	\$ 110,258.00	\$ 110,258.00
Process Piping	Lump Sum	1	\$ 50,785.00	\$ 50,785.00
Process Structure	Lump Sum	1	\$ 124,682.23	\$ 124,682.23
Process Electrical Equipment	Lump Sum	1	\$ 17,852.00	\$ 17,852.00
Other Improvements				\$ -
<b>Total Sewer System Cost</b>				<b>\$ 582,399.54</b>



**St. Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

Project Name:	Windward Ranch 6
Contractor:	Vallencourt Construction Company, Inc
Developer:	Lennar

Reuse Mains (Size, Type & Pipe Class)	UNIT	QUANTITY	UNIT COST	TOTAL COST
12" DR18 PVC	LF	1050	\$ 65.95	\$ 69,247.50
10" DR18 PVC	LF	240	\$ 31.45	\$ 7,548.00
8" DR18 PVC	LF	645	\$ 28.50	\$ 18,382.50
6" DR18 PVC	LF	60	\$ 15.00	\$ 900.00
4" DR18PVC	LF	300	\$ 13.74	\$ 4,122.00
2" HDPE PVC	LF	320	\$ 10.00	\$ 3,200.00
12" HDPE	LF	120	\$ 47.25	\$ 5,670.00
10" HDPE	LF	40	\$ 44.60	\$ 1,784.00
8" HDPE	LF	50	\$ 22.74	\$ 1,137.00
<b>Reuse Valves (Size and Type)</b>				
12" Gate Valve	Ea	1	\$ 2,177.24	\$ 2,177.24
10" Gate Valve	Ea	1	\$ 1,725.25	\$ 1,725.25
8" Gate Valve	Ea	4	\$ 1,183.27	\$ 4,733.08
6" Gate Valve	Ea	1	\$ 780.33	\$ 780.33
4" Gate Valve	Ea	3	\$ 632.52	\$ 1,897.56
<b>Services (Size and Type)</b>				
Flushing Hydrants	Ea	6	\$ 918.29	\$ 5,509.74
Single Water Services	Ea	21	\$ 599.06	\$ 12,580.26
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Total Reuse System Cost</b>				<b>\$ 141,394.46</b>



EXHIBIT "E" TO RESOLUTION



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 01-23-2018

Project Title: Windward Ranch Phase 6  
St. Johns County, Florida

FROM: Vallencourt Construction Company Inc.  
1701 Blanding Blvd  
Middleburg, FL 32068

TO: St. Johns County Utility Department  
Post Office Box 3006  
St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

Contractor:

Contractor's Signature

Michael Vallencourt II

Print Contractor's Name

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 23 day of January, 2018, by Michael A. Vallencourt who is personally known to me or has produced \_\_\_\_\_ as identification.

Maria Valdes  
Notary Public

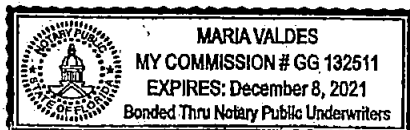


EXHIBIT "F" TO RESOLUTION



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

Utility Department

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INTEROFFICE MEMORANDUM

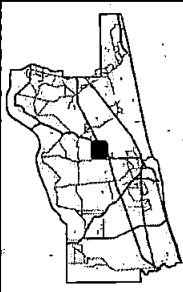
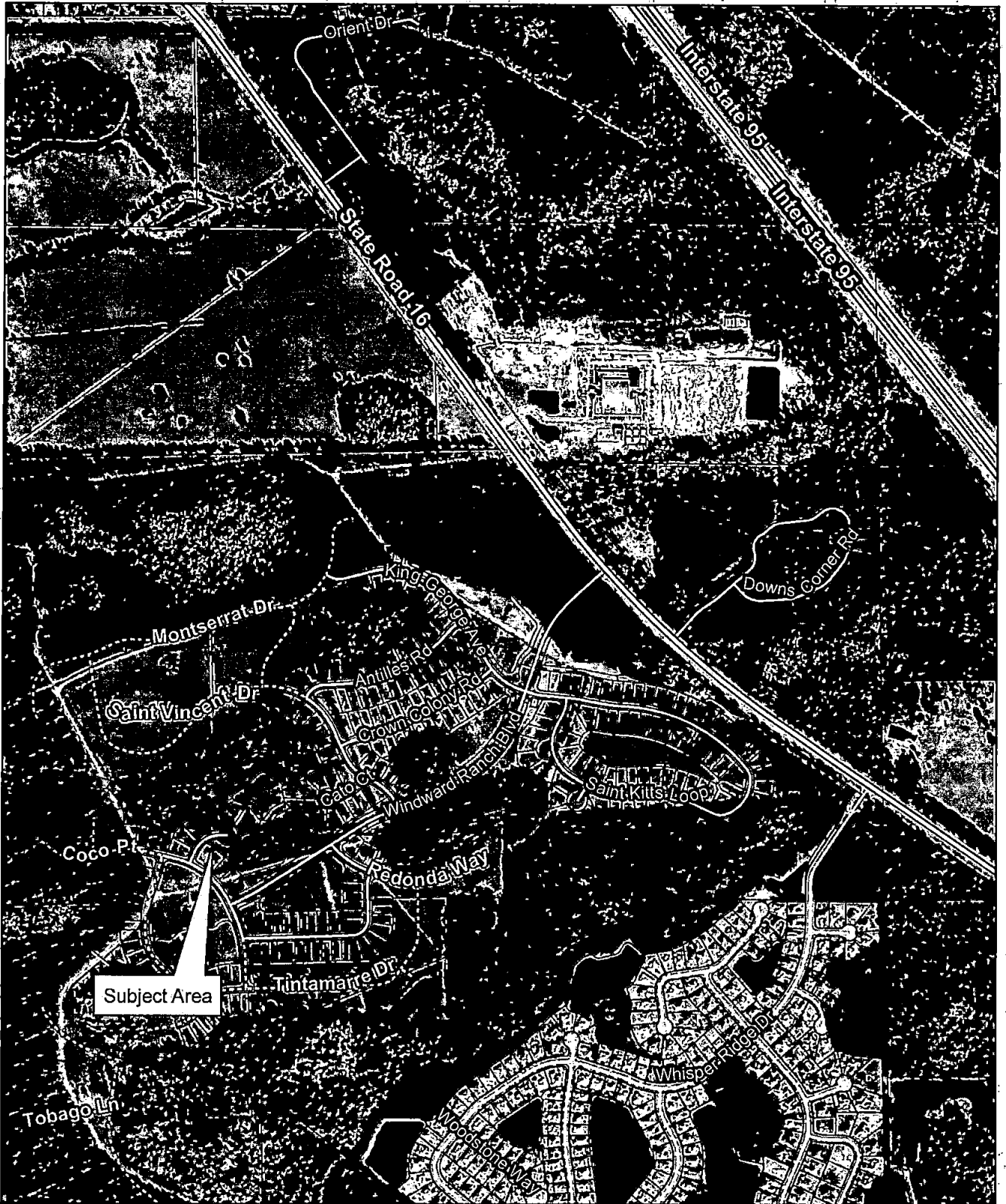
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Windward Ranch Phase Six  
DATE: April 11, 2018.

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, Warranty, and Warranty Deed to the Board of County Commissioners (BCC) for final approval and acceptance of Windward Ranch Phase Six.

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  
 0 250 500  
 Feet  
 July 19, 2018

Easement, Special Warranty Deed,  
 Bill of Sale, Warranty,  
 and Final Release of Lien  
  
*Windward Ranch  
 Phase Six*

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.

