

RESOLUTION NO. 2018- 352

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 SYSTEMS TO SERVE PALENCIA NORTH PHASE II C-2 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 II C-2, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Florida Roads Contracting LLC has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Palencia North Phase II C-2, attached hereto as Exhibits "C" and "D", 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 "E," 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.

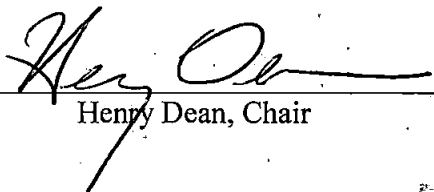
Section 2. The above described Easement for Utilities and Bill of Sale and Schedule of Values attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scribblers 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 16 day of October, 2018.

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

By: 
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk


Deputy Clerk

RENDITION DATE 10/18/18



EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this _____ day of _____, 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 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:

Cynthia Arnold
Witness

Cynthia Arnold
Print Name

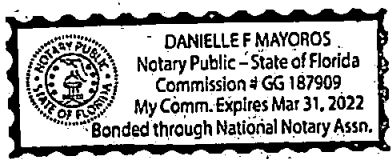
Christy King
Witness

Christy King
Print Name

By: [Signature]
Scott Keiling
Its: Vice President

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 27th day of July, 2018, 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 DOSEL LANE as recorded per the attached Plat being Map Book 91, Page 81 through 84, recorded in the Public Records of St. Johns County, Florida.

PALENCIA NORTH PHASE II C-2

Being a Replat of all of Tract "F", Palencia North Phase II C-1, according to Map Book 85,
 pages 21 through 26; of the Public Records of St. Johns County, Florida
 Roque Leonardi Grant, Section 61, Township 5 South, Range 29 East, St. Johns County, Florida

MAP BOOK 91 PAGE 81
 SHEET 1 OF 4 SHEETS

CAPTION

All of Tract "F", Palencia North Phase II C-1, according to Map Book 85, pages 21 through 26, of the Public Records of St. Johns County, Florida.
 Containing 12.50 acres more or less.
 Said lands situated, lying and being in St. Johns County, Florida.

GENERAL NOTES:

- The intended use of State Plane Coordinates shown herein is for GIS base mapping purposes only. Coordinates are based on NAD 83 - Florida East Zone - U.S. Feet.
- "FPL-E" Denotes FPL easement. FPL will allow certain non-permanent improvements which do not impede the use of said easements by FPL, the installation of fences, hedges, and landscaping is permissible but subject to removal by FPL at the expense of each lot owner for the removal and/or replacement of such items.
- State jurisdictional wetland lines shown herein are as mapped by engineer.
- Boundaries shown are based on the Southern line of Tract "F", said Palencia North Phase II C-1 or being South 8230'00" West as per said plat.
- 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 supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not depicted on this plat that may be found in the Public Records of this county.
- The Tree Preservation Areas depicted herein are established per requirements set forth in the Palencia North PUD and subsequent Master Development Plan, as may be amended from time to time for the Wildlife Hammock Preservation Area Requirements. Tree Preservation Areas depicted herein, allow routine landscape maintenance, such as trimming and pruning that is not intended to result in damage to the trees. In addition, any tree that lies within the Tree Preservation Area as depicted on this plat that constitutes an immediate peril to life or property may be removed.

VICINITY MAP
(not to scale)



ADOPTION AND DEDICATION

This is to certify that Lennar Homes, LLC, a Florida limited liability company ("Owner"), is the lawful owner of the lands described in the caption shown herein which shall hereafter be known as Palencia North Phase II C-2, and the Owner has caused the same to be surveyed and subdivided and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands.

All rights-of-way, lanes, and Tracts "A", "B" & "C" (Tree Preservation Areas), & Tract "D" (Drainage), shall remain privately owned and the sole and exclusive property of the Owner, its successors and assigns; provided however, the Owner reserves the right to convey title to said tracts to an entity, including without limitation, a property owners' association, a municipal services agency with community development district, or other such entity as will ensure all adoption of maintenance and operation thereof under the plat.

The Owner, its successors and assigns, hereby grant to the present and future owners of the lots shown on this plat and its successors and assigns, guests, invitees, domestic help, delivery, pick-up and fire protection services providers, police and other authorities of the law, United States postal carriers, representatives of the utilities, telecommunication and cable service companies authorized by said Owner in writing to serve the land shown herein, holders of mortgage liens on such lots and such other persons as may be designated, the non-exclusive and perpetual right of ingress and egress over and across private roadways shown on this plat. The Owner, its successors and assigns, reserves and shall have the unrestricted and absolute right to deny ingress to any person who may create or participate in a disturbance or nuisance on any part of the lands shown herein.

The 6' Easement and Access Easement over Lots 23 through 32 shown herein is hereby reserved unto the Owner, its successors and assigns, for maintenance of the adjacent stormwater management facility situated in Tract "F", Palencia North Phase II A.

All easements shown on this plat, other than those specifically dedicated herein, are and shall remain privately owned and the sole and exclusive property of the Owner, its successors and assigns. If any of said easements, the Owner shall retain the obligation for maintenance of all easements shown on this plat for driveway, landscape purposes; provided however, the Owner reserves the right to assign the obligation for maintenance of said easements to a property owners' association or other such entity as will ensure all adoption of maintenance and operation thereof under the plat.

The Owner, hereby irrevocably and without reservation dedicates to St. Johns County, a political subdivision, its successors and assigns, easements over, upon, and under all road rights-of-way depicted hereon, for its non-exclusive use in conjunction with the installation, maintenance, and use of St. Johns County, a political subdivision, utilities, together with the right of St. Johns County, a political subdivision, its successors and assigns, of ingress and egress to and over said road rights-of-way depicted hereon.

The Owner does hereby reserve unto itself, its successors and assigns, an easement for ingress and egress over any easements shown on this plat. In addition, any utility easements shown on this plat shall also be easements for the construction, installation, maintenance, and operation of cable television services in the manner and subject to the provisions of Section 177.091(2)(b) of the current Florida Statutes; however, only cable television service providers specifically authorized by the Owner, its successors and assigns, to serve the lands shown on this plat, shall have the benefit of said cable television service easements.

Those easements designated as "FPL-E" are hereby irrevocably dedicated to FPL, its successors and assigns, for its non-exclusive use in conjunction with its underground electrical system. Additional utility easements may be granted to FPL over additional portions of the plat as needed, the rights reserved hereby for the construction, installation, maintenance and operation of electrical service.

Owner hereby reserves and shall have the sole and absolute right, at any time, with the consent of the governing body of any municipality or other government body public then having jurisdiction over the lands reserved, to dedicate to the public all or any part of the lands or easements remaining privately owned by it.

In witness whereof, the Owner has caused this plat and dedication to be executed by its duly elected officer, acting by and with the authority of its Board of Directors.

OWNER: Lennar Homes, LLC
 a Florida limited liability company

BY: Scott Kellog
 Vice President

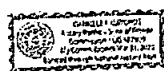
Gloria Adams *Christy King*
 WITNESSES
Christy King
 WITNESSES
Christy King
 WITNESSES

STATE OF FLORIDA, COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22 day of July, A.D. 2018, by Scott Kellog, Vice President, Lennar Homes, LLC, an individual, the being personally known to the undersigned and did not take an oath, or produce identification.

My Commission Expires: 3/31/2022

Danielle Mayors
 Notary Public, State of Florida at Large
 Commission Number: 66187909



CERTIFICATE OF APPROVAL - GROWTH MANAGEMENT DEPARTMENT

This is to certify that this plat of PALENCIA NORTH PHASE II C-2, has been examined and approved by the County Growth Management Department for St. Johns County, Florida on this 17th day of July, A.D. 2018.

Samuel Ford
 Director of the Growth Management Department

CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

This is to certify that this plat of PALENCIA NORTH PHASE II C-2, has been approved and accepted by the Board of County Commissioners of St. Johns County, Florida on this 19th day of July, A.D. 2018.

Paul M. Waldron
 Chairman, Board of County Commissioners

CERTIFICATE OF REVIEW - COUNTY ATTORNEY

This is to certify that this plat of PALENCIA NORTH PHASE II C-2, has been examined and approved by the Office of the St. Johns County Attorney on this 16 day of July, A.D. 2018.

Robert J. ...
 Office of the County Attorney

CERTIFICATE OF CLERK

This is to certify that this plat has been examined and approved and that it complies in form with the requirements of Chapter 177, Florida Statutes, and is recorded in Map Book 91, Pages 81-84 of the Public Records of St. Johns County, Florida on this 18th day of July, A.D. 2018.

Huders Conrad
 Clerk of the Circuit Court

CERTIFICATE OF PLAT REVIEW

This is to certify that this plat has been reviewed for conformity to Florida Statutes Chapter 177, Part 1, Parting, by the Office of the County Surveyor for St. Johns County, Florida on this 13th day of July, A.D. 2018.

Eric Oliver
 Eric Oliver, P.S.M., County Surveyor
 Professional Surveyor and Mapper
 License Number LS 4364

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a true and correct representation of the lands surveyed, plotted and described in the caption that the plot was prepared under the undersigned's responsible direction and supervision that the survey data complies with all of the requirements of Florida Statute 177, Part 1, Parting that the Permanent Reference Monuments (PRM) have been set, Permanent Control Points (PCP) and the lot corners will be monumented in accordance with Chapter 177.091, Florida Statutes and Chapter 53-12, Florida Administrative Code.

Certified this 10th day of July, A.D. 2018

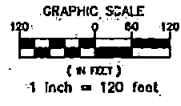
John S. Adams, P.L.S.
 John S. Adams, P.L.S.
 Professional Land Surveyor
 License Number LS 4469

PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
 CERTIFICATE OF AUTHORIZATION LB 8991
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1501 COUNTY ROAD 315 SUITE 106
 GREEN COVE SPRINGS, FL 32041
 (904) 284-2324 FAX (904) 284-2328

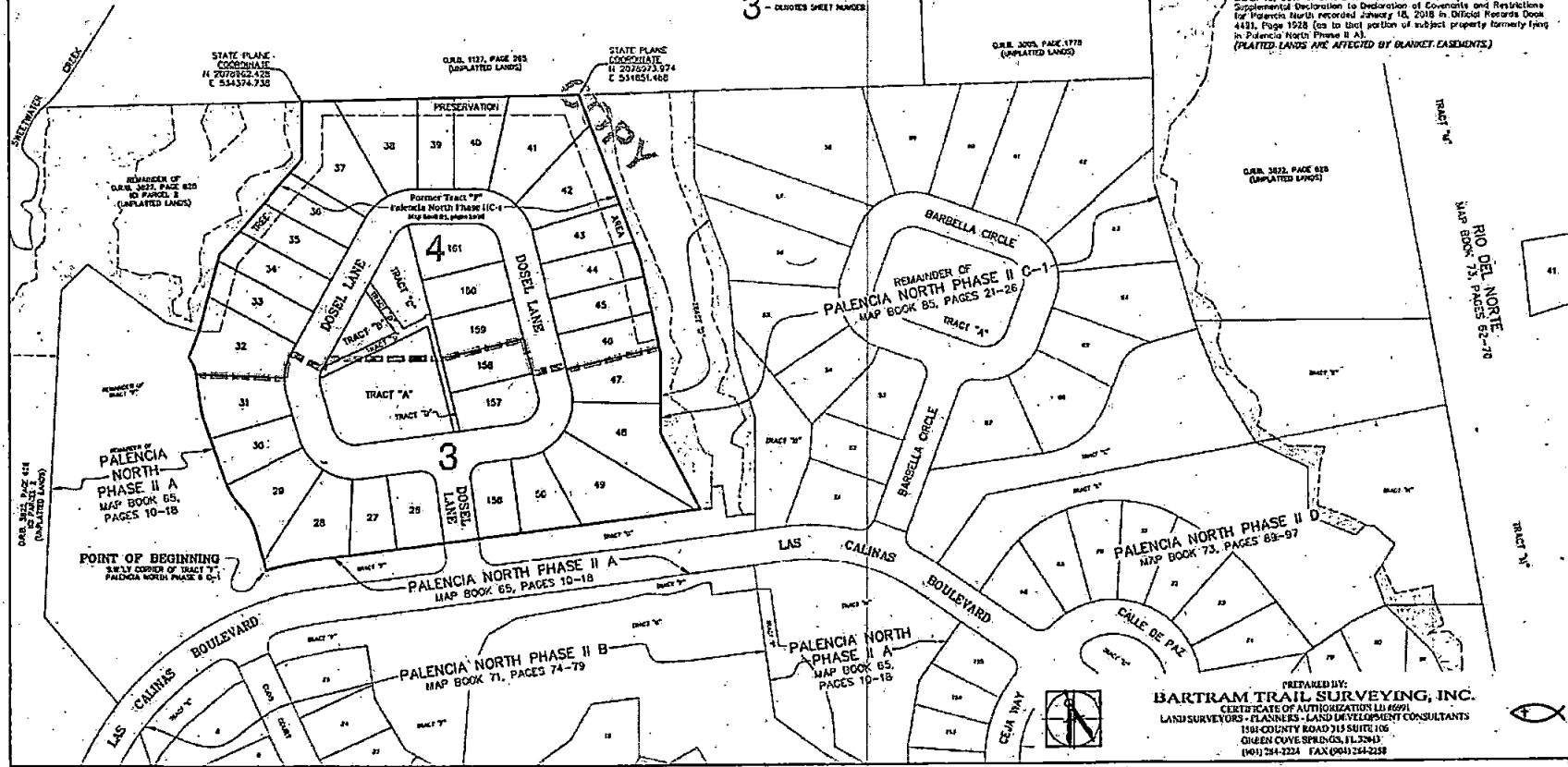
PALENCIA NORTH PHASE II C-2

Being a Replat of all of Tract "F", Palencia North Phase II C-1, according to Map 85, pages 21 through 26, of the Public Records of St. Johns County, Florida
Roque Leonardi Grant, Section 61, Township 5 South, Range 29 East, St. Johns County, Florida

- LEGEND**
- - DENOTES 6" DIA. & BRASS DISK SET (TOP LB 8991)
 - - DENOTES 4" X 4" CONCRETE MONUMENT FOUND (LB 3624)
 - ⊕ - DENOTES 4" X 4" CONCRETE MONUMENT SET (P.O.B. - LB 8997)
 - (12" x 12") - DENOTES DISTANCE TO TREE PRESERVATION AREA OR TO TEMPORARY CONSTRUCTION & ACCESS EASEMENT
 - ⊖ - DENOTES CENTERLINE
 - CL - DENOTES CENTERLINE INTERSECTION
 - CM - DENOTES CONCRETE MONUMENT
 - FL - DENOTES FPL EASEMENT
 - MS - DENOTES MAP BOOK
 - M.T.S. - DENOTES NOT TO SCALE
 - (R) - DENOTES NON-RADIAL LINE
 - OR.S. - DENOTES OFFICIAL RECORDS BOOK
 - P.C. - DENOTES POINT OF CURVATURE
 - P.C. - DENOTES PERMANENT CONTROL POINT
 - P.R.M. - DENOTES PERMANENT REFERENCE MONUMENT
 - P.T. - DENOTES POINT OF TANGENCY
 - R - DENOTES RADIAL LINE
 - R/W - DENOTES RIGHT OF WAY
 - T-5-S - DENOTES TOWNSHIP 5 SOUTH
 - R-29-E - DENOTES RANGE 29 EAST
 - - DENOTES CONSERVATION EASEMENT



3 - DENOTES SHEET NUMBER



Comments Affecting Platted Lands Per Survey Title Opinion
(SURVEYOR'S COMMENTS CAPITALIZED AND IN PARENTHESIS)

- Access and Utilities Easement from Intervest Construction of, Inc. to Marshall Creek Community Development District as set forth in instrument recorded in Book 2527, page 204, as affected by Partial Release of Access and Utilities Easement recorded in Official Records Book 2643, page 1716. **(PLATTED LANDS ARE AFFECTED BY BLANKET EASEMENTS.)**
- Grant of Easement and Construction of Access Road (Marsh Front Parcel Access) from Intervest Construction of, Inc. to Pine Island Property Acquisition Company, L.L.C. recorded January 19, 2006 in Official Records Book 2827, Page 372. **(PLATTED LANDS ARE AFFECTED BY BLANKET EASEMENTS.)**
- Declaration of Covenants and Restrictions for Palencia North recorded in Official Records Book 2778, Page 267, as affected by First Amendment with Association and Supplemental Declaration of Covenants and Restrictions for Palencia North recorded September 30, 2011 in Official Records Book 3478, Page 806, and by Assignment of Developer's Rights recorded October 17, 2013 in Official Records Book 3803, page 1463, and further affected by Assignment of Developer's Rights recorded in Official Records Book 3822, page 642, Second Amendment and Supplemental Declaration to Declaration of Covenants and Restrictions for Palencia North recorded April 23, 2016 in Official Records Book 4181, Page 1016, Third Supplemental Declaration to Declaration of Covenants and Restrictions for Palencia North recorded November 2, 2016 in Official Records Book 4200, Page 253, Third Amendment to Declaration of Covenants and Restrictions for Palencia North recorded March 15, 2017 in Official Records Book 4344, Page 807, Fourth Supplemental Declaration to Declaration of Covenants and Restrictions for Palencia North recorded January 18, 2018 in Official Records Book 4481, Page 1928 (as to that portion of subject property formerly lying in Palencia North Phase II A). **(PLATTED LANDS ARE AFFECTED BY BLANKET EASEMENTS.)**

PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LU 6691
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1581 COUNTY ROAD 319 SUITE 106
GIBSON CREEK BRIDGE, FL 32943
(904) 284-2224 FAX (904) 284-2258

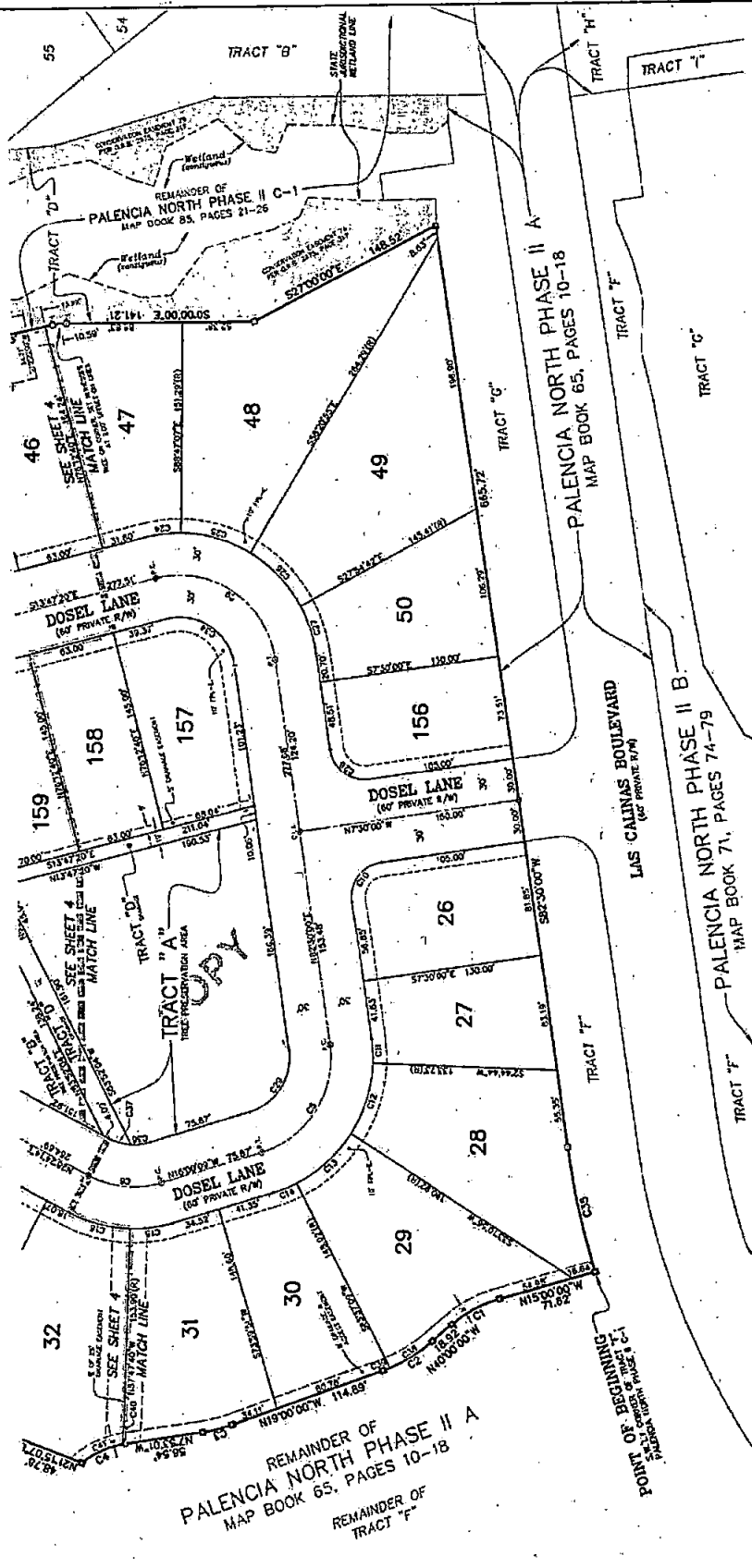
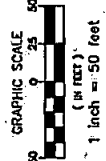
PALENCIA NORTH PHASE II C-2

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 Roque Leonardi, Grant, Section 61, Township 5 South, Range 29 East, St. Johns County, Florida

CURVE	RADIUS	ARC LENGTH	CHORD	DIRECTION	CHORD LENGTH	DELTA
C1	84.00	49.17	49.17	S107°00'00"W	49.17	91°00'00"
C2	114.00	41.78	107.000000"	S107°00'00"W	107.00	91°00'00"
C3	114.00	22.12	107.000000"	S107°00'00"W	107.00	91°00'00"
C4	14.00	34.37	62.000000"	S107°00'00"W	62.00	91°00'00"
C5	70.00	50.07	84.000000"	S107°00'00"W	84.00	91°00'00"
C6	70.00	54.25	97.000000"	S107°00'00"W	97.00	91°00'00"
C7	70.00	11.94	34.000000"	S107°00'00"W	34.00	91°00'00"
C8	100.00	37.17	107.000000"	S107°00'00"W	107.00	91°00'00"
C9	100.00	37.17	107.000000"	S107°00'00"W	107.00	91°00'00"
C10	100.00	37.17	107.000000"	S107°00'00"W	107.00	91°00'00"
C11	100.00	37.17	107.000000"	S107°00'00"W	107.00	91°00'00"

CURVE	RADIUS	ARC LENGTH	CHORD	DIRECTION	CHORD LENGTH	DELTA
C12	84.00	49.17	49.17	S107°00'00"	49.17	91°00'00"
C13	114.00	41.78	107.000000"	S107°00'00"	107.00	91°00'00"
C14	114.00	22.12	107.000000"	S107°00'00"	107.00	91°00'00"
C15	14.00	34.37	62.000000"	S107°00'00"	62.00	91°00'00"
C16	70.00	50.07	84.000000"	S107°00'00"	84.00	91°00'00"
C17	70.00	54.25	97.000000"	S107°00'00"	97.00	91°00'00"
C18	70.00	11.94	34.000000"	S107°00'00"	34.00	91°00'00"
C19	100.00	37.17	107.000000"	S107°00'00"	107.00	91°00'00"
C20	100.00	37.17	107.000000"	S107°00'00"	107.00	91°00'00"
C21	100.00	37.17	107.000000"	S107°00'00"	107.00	91°00'00"
C22	100.00	37.17	107.000000"	S107°00'00"	107.00	91°00'00"

CURVE	RADIUS	ARC LENGTH	CHORD	DIRECTION	CHORD LENGTH	DELTA
C23	84.00	49.17	49.17	S107°00'00"	49.17	91°00'00"
C24	114.00	41.78	107.000000"	S107°00'00"	107.00	91°00'00"
C25	114.00	22.12	107.000000"	S107°00'00"	107.00	91°00'00"
C26	14.00	34.37	62.000000"	S107°00'00"	62.00	91°00'00"
C27	70.00	50.07	84.000000"	S107°00'00"	84.00	91°00'00"
C28	70.00	54.25	97.000000"	S107°00'00"	97.00	91°00'00"
C29	70.00	11.94	34.000000"	S107°00'00"	34.00	91°00'00"
C30	100.00	37.17	107.000000"	S107°00'00"	107.00	91°00'00"
C31	100.00	37.17	107.000000"	S107°00'00"	107.00	91°00'00"



PREPARED BY
DARTMOUTH SURVEYING, INC.
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 101 COUNTY ROAD 331 SUITE 100
 PALM BEACH, FLORIDA 33411
 (407) 854-2524 FAX (407) 854-2528



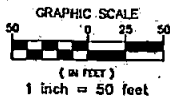
THIS PLAT IS A REPLAT OF MAP BOOK 85, PAGE 21 THROUGH 26, AND MAP BOOK 85, PAGE 27, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PALENCIA NORTH PHASE II C-2

Being a Replat of all of Tract "F", Palencia North Phase II C-1, according to Map Book 85, pages 21 through 26, of the Public Records of St. Johns County, Florida
 Roque Leonardi Grant, Section 61, Township 5-South, Range 29 East, St. Johns County, Florida

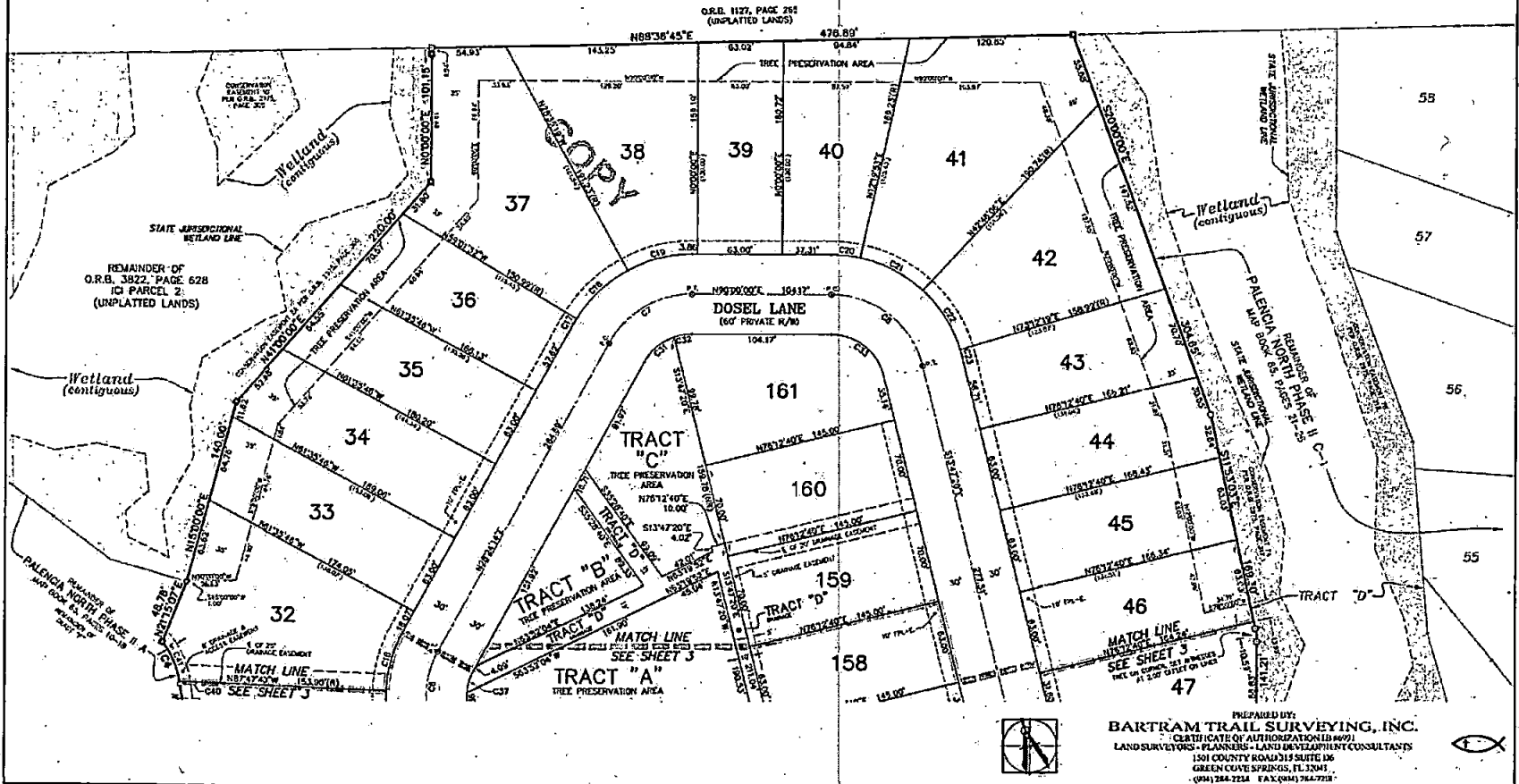
MAP BOOK 91 PAGE 84

SHEET 4 OF 4 SHEETS



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	DELTA
C4	66.00	34.37	N82°46'05"W	31.98	29°50'01"
C6	70.00	54.25	N83°12'07"E	52.60	44°24'21"
C7	70.00	75.25	N80°12'07"E	71.88	61°35'44"
C8	70.00	93.11	S29°33'40"E	68.40	78°12'49"
C18	100.00	45.71	S19°57'17"W	45.33	28°11'53"
C17	100.00	4.19	S22°47'21"W	4.49	3°34'14"
C19	100.00	53.12	S46°11'34"W	52.50	30°26'15"
C19	100.00	49.80	S75°43'20"W	49.30	28°23'11"
C20	100.00	21.52	N83°20'03"W	21.41	17°09'13"
C21	100.00	53.12	N82°27'00"W	52.50	30°26'15"

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	DELTA
C22	100.00	53.12	N37°00'47"W	52.50	30°26'15"
C23	100.00	6.25	N19°17'11"W	5.25	3°00'01"
C21	40.00	23.53	S19°33'22"W	23.87	42°10'41"
C23	40.00	13.47	S40°21'15"W	13.40	19°17'30"
C23	40.00	33.21	N01°53'40"W	40.37	78°12'49"
C17	40.00	17.18	S18°08'45"W	17.05	24°34'54"
C40	66.00	1.77	N82°19'17"W	1.77	1°32'17"
C41	66.00	32.60	N82°34'13"W	32.37	28°17'30"



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
 (CERTIFICATE OF AUTHORIZATION #020)
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1501 COUNTY ROAD 219 SUITE 106
 GREEN COVE SPRINGS, FL 32041
 (904) 284-7224 FAX (904) 284-7228

EXHIBIT "B" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for

Palencia North Phase II C-2

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 30th of May 2018

WITNESS:

Cynthia Arnold
Witness Signature

Cynthia Arnold
Print Witness Name

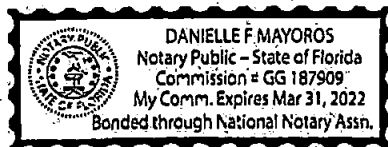
OWNER:

Fenzi Rogers
Owner's Signature

Fenzi Rogers
Print Owner's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 30th day of May, 2018, by Fenzi Rogers who is personally known to me or has produced _____ as identification.



Danielle F. Mayoros
Notary Public

EXHIBIT "A" TO BILL OF SALE



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name:	Palencia Phase 2C-2
Contractor:	Florida Roads Contracting LLC
Developer:	Lennar Homes - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR 18 PVC	LF	1,780.00	\$ 28.89	\$ 51,424.20
10" HDPE DR11	LF	40.00	\$ 27.71	\$ 1,108.40
Water Valves (Size and Type)				
8" Gate Valve	Ea	3.00	\$ 1,218.08	\$ 3,654.24
Hydrants Assembly (Size and Type)				
Fire Hydrant	Ea	3.00	\$4,273.97	\$ 12,821.91
				\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" Poly Long Double	Ea	2.00	\$ 1,663.32	\$ 3,326.64
1" Poly Short Double	Ea	12.00	\$ 1,536.89	\$ 18,442.68
1" Poly Long Single	Ea	1.00	\$ 1,087.77	\$ 1,087.77
1" Poly Short Single	Ea	2.00	\$ 989.02	\$ 1,978.04
Total Water System Cost				\$ 93,843.88



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name:	Palencia Phase 2C-2
Contractor:	Florida Roads Contracting LLC
Developer:	Lennar Homes - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR 26 PVC 4-6'	LF	861.00	\$ 35.10	\$ 30,224.08
8" DR 26 PVC 6-8'	LF	488.00	\$ 35.77	\$ 17,457.45
Laterals (Size and Type)				
6" DR 35	EA	29.00	\$ 625.46	\$ 18,138.34
Manholes (Size and Type)				
Type A 4-6 foot deep	EA	7.00	\$ 4,232.42	\$ 29,626.96
Type A 6-8 foot deep	EA	3.00	\$ 5,251.95	\$ 15,755.85
Lift Station				
Mechanical Equipment			\$ -	\$ -
Process Piping				
Process Structure				
Process Electrical Equipment				
Other Improvements				
Total Sewer System Cost				\$ 111,202.68

EXHIBIT "C" TO RESOLUTION



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum 205,046.56 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 5/7/18 to Lennar Homes Jacksonville to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR PALENCIA PHASE 2C-2”

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 7th of May, 2018.

WITNESS:

John Piffes
Witness Signature

John Piffes
Print Witness Name

OWNER:

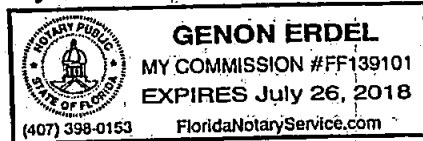
Matthew Dupuis
Lienor's Signature

Matthew Dupuis
Print Lienor's Name

State of FLORIDA
County of DUAL

The foregoing instrument was acknowledged before me this 7th day of MAY, 2018, by MATTHEW DUPUIS who is personally known to me or has produced _____ as identification.

Genon Erdel
Notary Public





St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Palencia Phase 2C-2
 Contractor: Florida Roads Contracting LLC
 Developer: Lennar Homes - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR 18 PVC	LF	1,780.00	\$ 28.89	\$ 51,424.20
10" HDPE DR11	LF	40.00	\$ 27.71	\$ 1,108.40
Water Valves (Size and Type)				
8" Gate Valve	Ea	3.00	\$ 1,218.08	\$ 3,654.24
Hydrants Assembly (Size and Type)				
Fire Hydrant	Ea	3.00	\$4,273.97	\$ 12,821.91
				\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" Poly Long Double	Ea	2.00	\$ 1,663.32	\$ 3,326.64
1" Poly Short Double	Ea	12.00	\$ 1,536.89	\$ 18,442.68
1" Poly Long Single	Ea	1.00	\$ 1,087.77	\$ 1,087.77
1" Poly Short Single	Ea	2.00	\$ 989.02	\$ 1,978.04
Total Water System Cost				\$ 93,843.88



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Palencia Phase 2C-2
 Contractor: Florida Roads Contracting LLC
 Developer: Lennar Homes - Jacksonville

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR 26 PVC 4-6'	LF	861.00	\$ 35.10	\$ 30,224.08
8" DR 26 PVC 6-8'	LF	488.00	\$ 35.77	\$ 17,457.45
Laterals (Size and Type)				
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Manholes (Size and Type)				
Type A 4-6 foot deep	EA	7.00	\$ 4,232.42	\$ 29,626.96
Type A 6-8 foot deep	EA	3.00	\$ 5,251.95	\$ 15,755.85
Lift Station				
Mechanical Equipment			\$ -	\$ -
Process Piping				
Process Structure				
Process Electrical Equipment				
Other Improvements				
Total Sewer System Cost				\$ 111,202.68

EXHIBIT "D" TO RESOLUTION



WARRANTY
UTILITY IMPROVEMENTS

Date: 5/7/18

Project Title: Palencia Phase 2C-2
St. Johns County, Florida

FROM: Florida Roads Contracting LLC
10439 Alta Drive
Jacksonville, FL 32226

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

Matthew Dupuis

Print Contractor's Name

State of FLORIDA
County of DUNAL

The foregoing instrument was acknowledged before me this 7th day of MAY, 2018, by MATTHEW DUPUIS who is personally known to me or has produced _____ as identification.

Notary Public

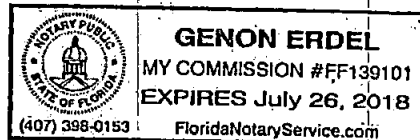


EXHIBIT "E" TO RESOLUTION



St. Johns County Board of County Commissioners

Utility Department

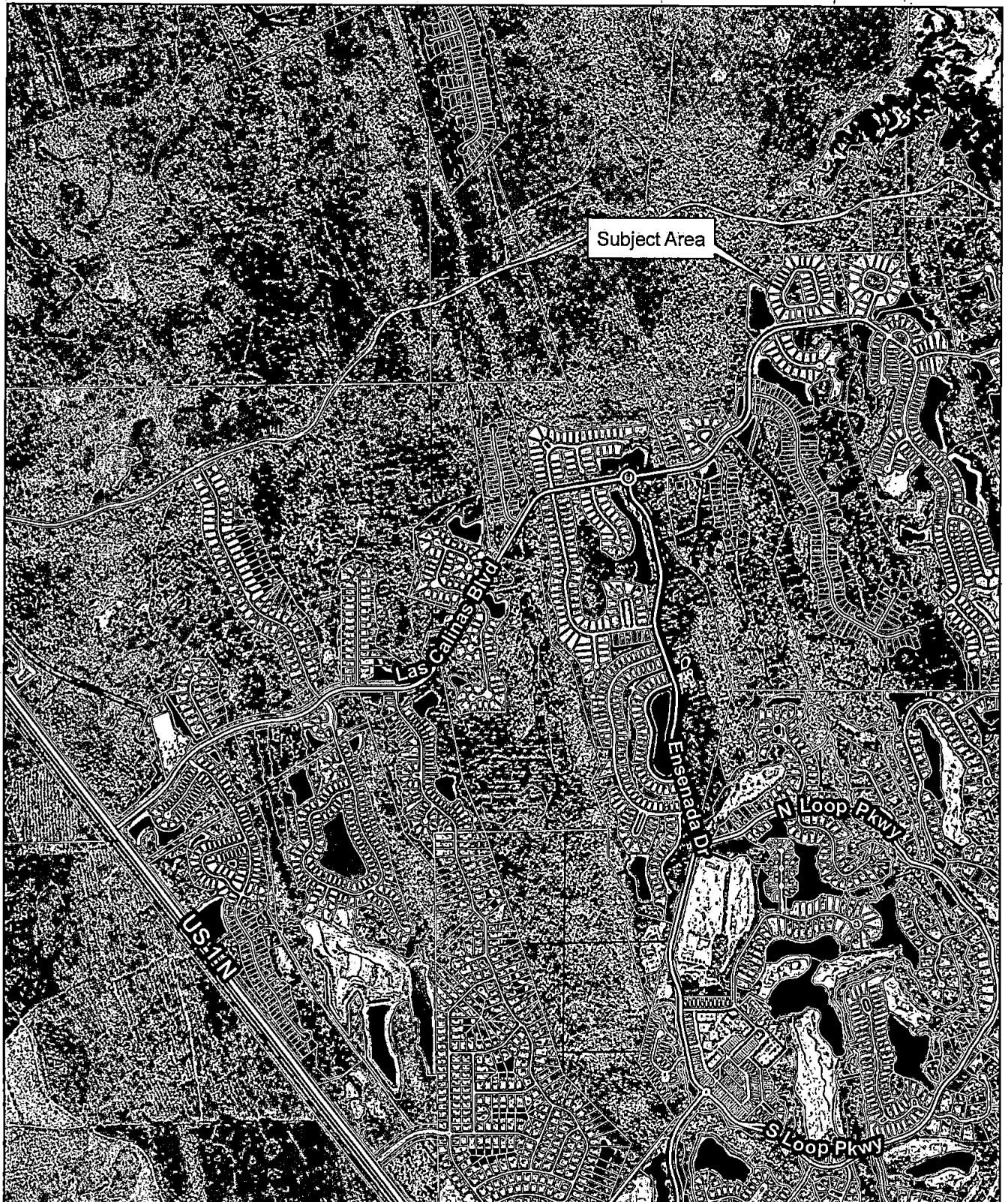
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Palencia North Phase II C-2
DATE: September 5, 2018

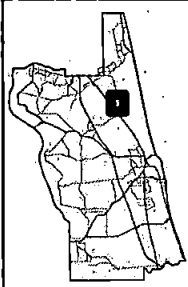
Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Palencia North Phase II C-2.


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




 2016 Aerial Imagery
 0 775 1,550
 Feet
 September 20, 2018

Easement, Bill of Sale,
 Warranty and Final Release
 of Lien

*Palencia North
 Phase II C-2*

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0782

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.

