

RESOLUTION NO. 2019- 172

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

**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, associated with the sewer system to serve Windward Ranch Phase Ten located off State Road 16; and

**WHEREAS**, Lennar Homes, LLC, a Florida limited liability company, has executed and presented to the County a Bill of Sale and Schedule of Values, attached hereto as Exhibit "B" incorporated by reference and made a part hereof, conveying all personal property associated with the water, sewer and reuse systems to serve Windward Ranch Phase Ten located off State Road 16; and

**WHEREAS**, Vallencourt Construction Company, Inc., a Florida corporation, has executed and presented to the County two Final Releases of Lien and a Warranty for work performed at Windward Ranch Phase Ten, 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, 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 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 May, 2019.

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

By: Paul M. Waldron  
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 5/23/19

Pam Halterman  
Deputy Clerk



Exhibit "A" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 10<sup>th</sup> day of DECEMBER, 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 sewer water distribution system, gravity collection system, 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

(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.

(c) 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:

*Tracy Levin*  
Witness Signature

Ginny FEINER  
Print Name

*Maria Hill*  
Witness Signature

Hlodia Hill  
Print Name

By: *[Signature]*

Print Name: Scott Keiling

Its: Director - Land Development

State of FLORIDA  
County of DUVAL

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of DECEMBER, 2018, by SCOTT KEILING who is personally known to me or has produced \_\_\_\_\_ as identification.

*[Signature]*  
Notary Public

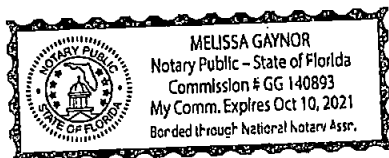


EXHIBIT "A"

EASEMENT AREA

Being those private rights of ways depicted as Windward Ranch Phase 10 as recorded per the attached Plat being Map Book 94, Page 6 through 29, recorded in the Public Records of St. Johns County, Florida.



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

**(Windward Ranch Phase Ten (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 10<sup>th</sup> of DEC., 2018.

**WITNESS:**

*Ginny Feiner*  
Witness Signature

Ginny Feiner  
Print Witness Name

**OWNER:**

*[Signature]*  
Owner's Signature

Scott Keiling  
Print Owner's Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
DECEMBER, 2018, by SCOTT KEILING,  
who is personally known to me or has produced \_\_\_\_\_ as  
identification.



*[Signature]*  
Notary Public

Exhibit "A" to Bill of Sale



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Windward Ranch Phase 10

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size, Type & Pipe Class)				
	12" DR18 PVC	LF	1900	\$ 24.97	\$ 47,443.00
	6" DR18 PVC	LF	220	\$ 21.50	\$ 4,730.00
					\$ -
					\$ -
					\$ -
	8" HDPE	LF	100	\$ 30.00	\$ 3,000.00
					\$ -
					\$ -
(1)	Water Valves (Size and Type)				
					\$ -
	12" Gate Valve	EA	5	\$ 1,313.04	\$ 6,565.20
	6" Gate Valve	EA	7	\$ 921.61	\$ 6,451.27
					\$ -
					\$ -
					\$ -
(1)	Hydrants Assembly (Size and Type)				
	Fire Hydrant	EA	3	\$ 2,209.73	\$ 6,629.19
	Flushing Hydrant	EA	2	\$ 875.25	\$ 1,750.50
					\$ -
					\$ -
(1)	Services (Size and Type)				
	Single Water Service	EA	30	\$ 641.24	\$ 19,237.20
	Double Water Service	EA	5	\$ 727.18	\$ 3,635.90
					\$ -
					\$ -
<b>Total Water System Cost</b>					<b>\$ 99,442.26</b>

Note: Asset Type (1) Water Pipeline and Appurteances





**St. Johns County Utility Department**

Asset Management

Schedule of Values

Project Name: Windward Ranch Phase 10

Contractor: Vallencourt Construction Company Inc.

Developer: Lennar

Item	Unit	Quantity	Unit Cost	Total Cost
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
				\$ -
				\$ -
				\$ -
				\$ -
<b>Sewer Valves (Size and Type)</b>				
				\$ -
				\$ -
				\$ -
				\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
				\$ -
8" SDR 26 PVC	Linear Feet	2275	\$ 25.50	\$ 58,012.50
				\$ -
				\$ -
<b>Laterals (Size and Type)</b>				
6" SDR 26 PVC	Each	54	\$ 500.00	\$ 27,000.00
				\$ -
				\$ -
<b>Manholes (Size and Type)</b>				
<b>Type A</b>				
4-6' Feet Deep	Each	4	\$ 2,957.47	\$ 11,829.88
6-8' Feet Deep	Each	2	\$ 4,498.08	\$ 8,996.16
8-10 Feet Deep	Each	3	\$ 7,487.50	\$ 22,462.50
<b>Lined MH</b>				\$ -
6-8 Feet Deep	Each	1	\$ 5,327.99	\$ 5,327.99
8-10 Feet Deep	Each	1	\$ 7,487.50	\$ 7,487.50
				\$ -
<b>Lift Station:</b>				
Mechanical Equipment				\$ -
Process Piping				\$ -
Process Structure				\$ -
Process Electrical Equipment				\$ -
Other Improvements				\$ -
<b>Total Sewer System Cost</b>				<b>\$ 141,116.53</b>



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

Project Name: Windward Ranch Phase 10  
 Contractor: Vallencourt Construction Company Inc  
 Developer: Lennar

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Reuse Mains (Size, Type &amp; Pipe Class)</b>				
8" DR18 PVC	LF	550	\$ 25.16	\$ 13,838.00
6" DR18 PVC	LF	870	\$ 21.50	\$ 18,705.00
4" DR18 PVC	LF	320	\$ 13.75	\$ 4,400.00
2" HDPE PVC	LF	400	\$ 10.00	\$ 4,000.00
8" HDPE	LF	100	\$ 30.00	\$ 3,000.00
<b>Reuse Valves (Size and Type)</b>				
6" Gate Valve	Ea	2	\$ 963.96	\$ 1,927.92
4" Gate Valve	Ea	3	\$ 632.52	\$ 1,897.56
Flushing Hydrant	Ea	3	\$ 824.03	\$ 2,472.09
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Services (Size and Type)</b>				
Single Reuse Service	Ea	12	\$ 500.60	\$ 6,007.20
Double Reuse Service	Ea	13	\$ 700.00	\$ 9,100.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Total Reuse System Cost</b>				<b>\$ 65,347.77</b>

Exhibit "C" to Resolution



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum \$305,906.56 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 01-30-2019 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 9<sup>th</sup> of Jan, 2019.

WITNESS:

*Gabriel Powers*  
Witness Signature

Gabriel Powers  
Print Witness Name

OWNER:

*Michael Vallencourt II*  
Lienor's Signature

Michael Vallencourt II  
Print Lienor's Name

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January 2019, by Michael A. Vallencourt II who is personally known to me or has produced \_\_\_\_\_ as identification.

*Maria Valdes*  
Notary Public



Exhibit "A" to Final Release of Lien



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Windward Ranch Phase 10

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
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Note: Asset Type (1) Water Pipeline and Appurteances



**St. Johns County Utility Department**

Asset Mangement

Schedule of Values

Project Name: Windward Ranch Phase 10

Contractor: Vallencourt Construction Company Inc.

Developer: Lennar

Item	Unit	Quantity	Unit Cost	Total Cost
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
				\$ -
				\$ -
				\$ -
				\$ -
<b>Sewer Valves (Size and Type)</b>				
				\$ -
				\$ -
				\$ -
				\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
				\$ -
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<b>Manholes (Size and Type)</b>				
<b>Type A</b>				
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<b>Lined MH</b>				\$ -
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8-10 Feet Deep	Each	1	\$ 7,487.50	\$ 7,487.50
				\$ -
<b>Lift Station:</b>				
Mechanical Equipment				\$ -
Process Piping				\$ -
Process Structure				\$ -
Process Electrical Equipment				\$ -
Other Improvements				\$ -
<b>Total Sewer System Cost</b>				<b>\$ 141,116.53</b>



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

Project Name: Windward Ranch Phase 10  
 Contractor: Vallencourt Construction Company Inc  
 Developer: Lennar

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Reuse Mains (Size, Type &amp; Pipe Class)</b>				
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4" Gate Valve	Ea	3	\$ 632.52	\$ 1,897.56
Flushing Hydrant	Ea	3	\$ 824.03	\$ 2,472.09
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Services (Size and Type)</b>				
Single Reuse Service	Ea	12	\$ 500.60	\$ 6,007.20
Double Reuse Service	Ea	13	\$ 700.00	\$ 9,100.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Total Reuse System Cost</b>				<b>\$ 65,347.77</b>



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: 01-09-2019

Project Title: Windward Ranch Phase 10  
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

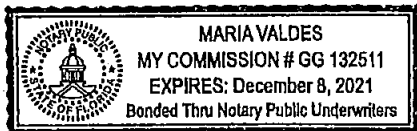
Michael Vallencourt II

Print Contractor's Name

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 9th day of January, 2019, by Michael A. Vallencourt II who is personally known to me or has produced \_\_\_\_\_ as identification.

Maria Valdes  
Notary Public





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

Utility Department

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INTEROFFICE MEMORANDUM

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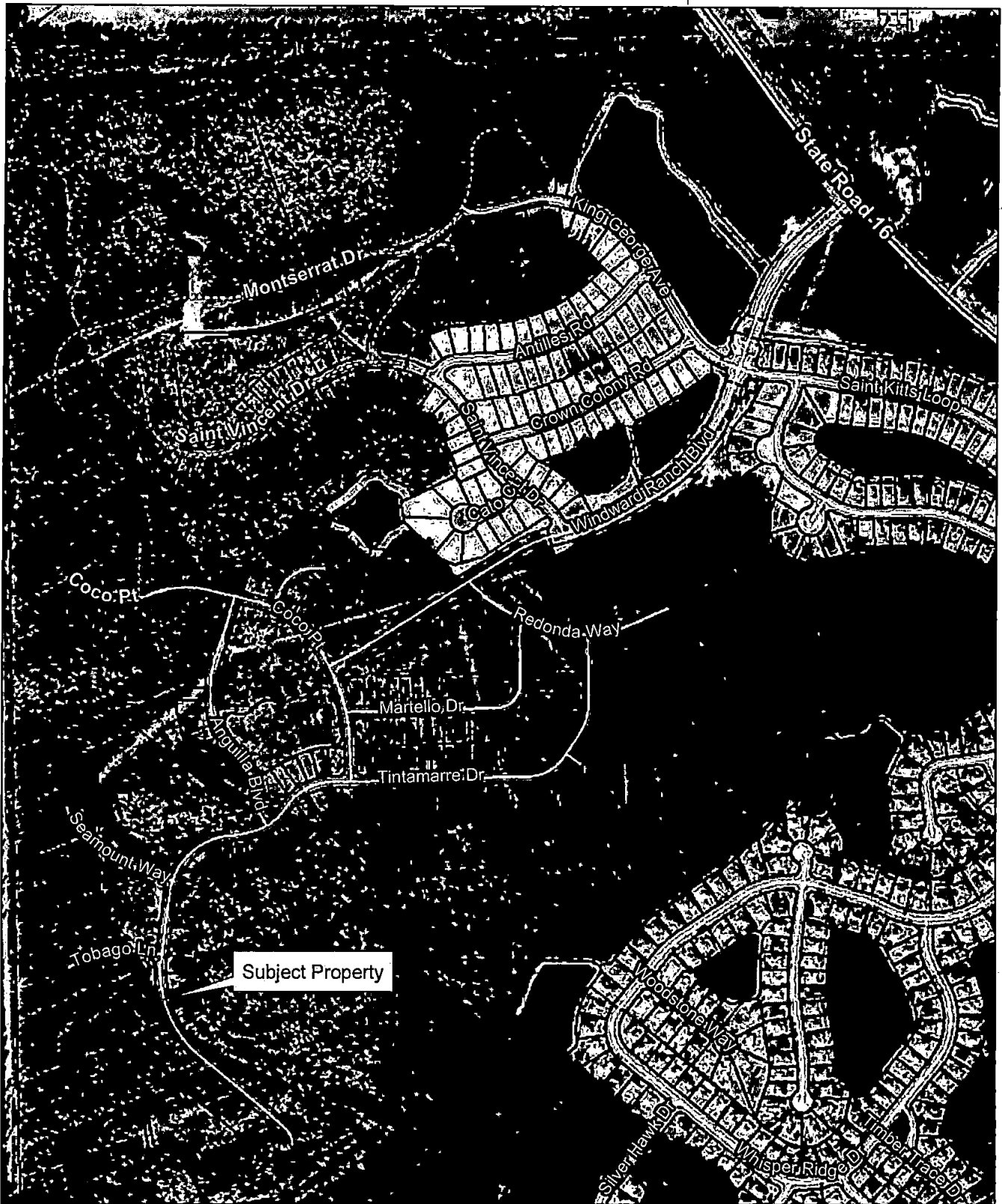
TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Windward Ranch Phase Ten  
DATE: April 23, 2019

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 Windward Ranch Phase Ten.

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.





2016 Aerial Imagery

0 135 270 540  
Feet

Date: 4/29/2019

*Easement, Bill of Sale, Schedule of Values, Final Release of Lien, and Warranty*

**Windward Ranch Phase Ten**

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.

