#### **RESOLUTION NO. 2023-433**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, BILL OF SALE, TWO FINAL RELEASES OF LIEN AND WARRANTIES ASSOCIATED WITH THE WATER, AND WATER REUSE SYSTEMS TO SERVE SILVERLAKE DRIVE (AKA SILVERLEAF LOOP ROAD COMPLETION) LOCATED OFF ST. JOHNS PARKWAY.

#### RECITALS

WHEREAS, Land Planners Development II, Inc., a Florida corporation, has executed and presented to the County an Easement for Utilities associated with the water and reuse water systems to serve Silverlake Drive (aka Silverleaf Loop Road Completion) located off St. Johns Parkway, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Land Planners Development II, Inc., a Florida corporation, has executed and presented to the County a Bill of Sale with a Schedule of Values conveying all personal property associated with the water and water reuse systems to serve Silverleaf Loop Road Completion, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, J. B. Coxwell Contracting, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Silverleaf Loop Road Completion, attached hereto as Exhibits "C" and "D", incorporated by reference and made a part hereof; and

WHEREAS, Florida Roads Contracting, Inc., a Florida corporation has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Silverleaf Loop Road Completion, attached hereto as Exhibits "E" and "F", 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 "G" 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, Final Releases of Lien and Warranties, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scriveners or administrative errors that <u>do not</u> 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 Final Releases of Liens and file the Warranties and Bills of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 7th day of November, 2023.

By:

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date: NOV 0 8 2023

Christian Whitehurst, Chair

**ATTEST:** Brandon J. Patty, Clerk of the Circuit Court & Comptroller

untel Suith

Deputy Clerk



## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this <u>29</u> day of <u>June</u>, <u>2023</u> by <u>Land Planners Development II Inc.</u>, with an address of <u>50 Silver Forest Drive, St</u> <u>Augustine, FL 32092</u>, 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 for access and maintenance only for purposes of maintaining the existing water main lying within the right of way of Silverlake Drive, and to operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibits 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water 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 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.

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:

Kimberly Bryan Vice It's

Beverly L aningha Print Name

Witness

and Print Name

STATE OF FLORIDA COUNTY OF <u>St Johns</u>

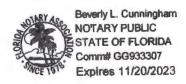
 The foregoing instrument was acknowledged before me by means

 of x physical presence or □ online notarization, this \_29\_\_\_\_ day of

 June\_\_\_\_\_, 2023, by \_\_\_\_Kimberly

 Bryan\_\_\_\_\_\_ as \_\_\_\_Vice President

 for \_\_\_\_\_Land Planners Development II Inc.



Notary Public

My Commission Expires: 1/20/2023

<u>Personally Known</u> or Produced Identification Type of Identification Produced

# EXHIBIT "A" to the Easement

## EASEMENT AREA

Being those utility easements within Tracts G and I, as recorded per the Courtney Oaks & Courtney Chase – Silverleaf Parcels 7A-7B Plat being Map Book 112, Pages 1 through 19, recorded in the Public Records of St. Johns County, Florida.

# EXHIBIT "B" to the Easement

(Sketch and legal will be attached of area not identified on recorded Plat)

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June 28, 2023

Work Order No. 23-263.00 File No. 129F-12.00A

#### St. Johns County Utility Easement

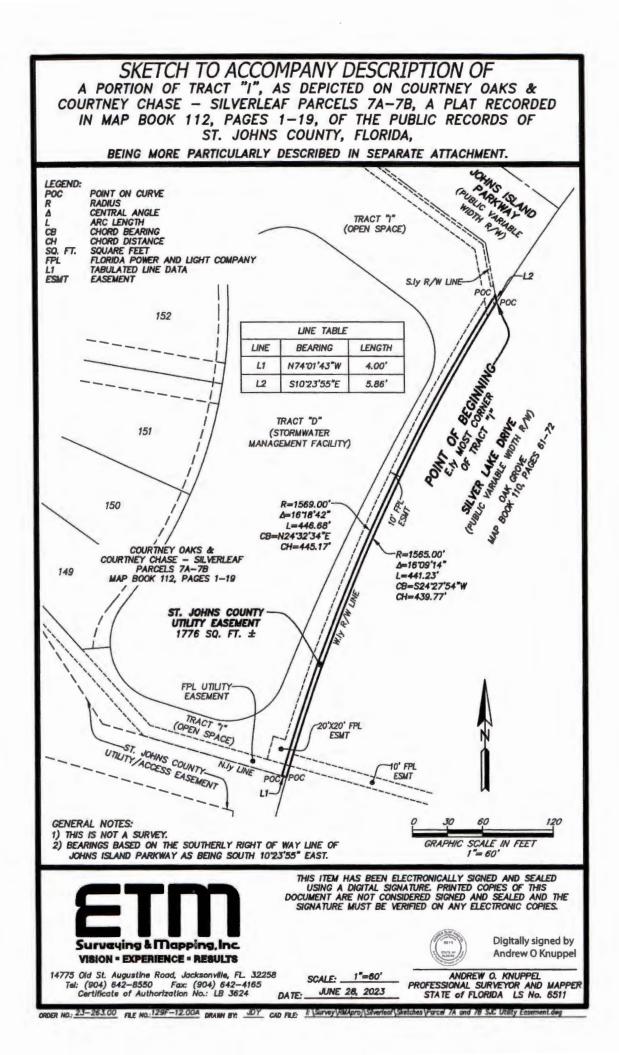
A portion of Tract "I", as depicted on Courtney Oaks & Courtney Chase - Silverleaf Parcels 7A-7B, a plat recorded in Map Book 112, pages 1 through 19, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Easterly most corner of said Tract "I"; thence Southwesterly along the Westerly right of way line of Silverlake Drive, a variable width right of way as presently established, and along the arc of a curve concave Southeasterly having a radius of 1565.00 feet, through a central angle of 16°09'14", an arc length of 441.23 feet to a point lying on the Northerly line of that certain St. Johns County Utility/Access Easement as depicted on said Courtney Oaks & Courtney Chase - Silverleaf Parcels 7A-7B, said arc being subtended by a chord bearing and distance of South 24°27'54" West, 439.77 feet; thence North 74°01'43" West, along said Northerly line and along a non-tangent line, 4.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1569.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 16°18'42", an arc length of 446.68 feet to a point lying on the Southerly right of way line of Johns Island Parkway, a variable width right of way as presently established, said arc being subtended by a chord bearing and distance of North 24°32'34" East, 445.17 feet; thence South 10°23'55" East, along said Southerly right of way line and along a nontangent line, 5.86 feet to the Point of Beginning.

Containing 1776 square feet, more or less.

ETM Surveying & Mapping, Inc.

ENGINEERS • SURVEYORS • PLANNERS • GIS LB3624



## Exhibit "B" to the Resolution

## ST. JOHNS COUNTY UTILITY DEPARTMENT 3F - CLOSEOUT - BILL OF SALE

### PROJECT: Silverleaf Loop Road Completion

Land Planners Development II Inc.

Owners Name and Address, (the "Seller")

for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to St. Johns County, Florida, a political subdivision of the State of Florida, the following personal property:

See "Exhibit A-Schedule of Values" for the project listed above. (Note: The description listed should match the description listed on the "Release of Lien")

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 12 of April , 2023.

| WITNESS:   | OWNER:  |
|--|---|
| Sty Kehoe  | Kimperly SBryan<br>Owner Signature  |
| Shern kehoe  | Kimberly Bryan, Vice President  |
| Witness Print Name   | Owner Print Name  |
|  |   |
| STATE OF Florida   |   |
| COUNTY OF St Johns   |   |
| The foregoing instrument was acknowledged<br>online notarization, this <u>12</u> day of <u>April</u><br>Kimberly Bryan | before me by means of x physical presence or, 2023 , by<br>as Vice President for  |
| Land Planners Development II Inc.  | - 1 1   |
| <u>Personally Known</u> or Produced Identification<br>Type of Identification Produced                                  | Notary Public<br>My Commission Expires: <u>11/20/2023</u><br>Beverly L. Cunningham<br>NOTARY PUBLIC<br>STATE OF FLORIDA<br>Comm# GG933307<br>Expires 11/20/2023 |

# Exhibit "A" to the Bill of Sale

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

| Contractor:                           | J.B. Coxwell Contracting, Inc. |             |        |          |    |            |  |  |
|---------------------------------------|--------------------------------|-------------|--------|----------|----|------------|--|--|
| Developer:                            | White Ford Timber, LLC         |             |        |          |    |            |  |  |
|                                       | UNIT                           | QUANITY     | U      | NIT COST | T  | DTAL COST  |  |  |
| Water Mains (Size, Type & Pipe Class) |                                |             |        |          |    |            |  |  |
| 06" DR-18 PVC WM                      | LF                             | 62.00       | \$     | 39.59    | \$ | 2,454.58   |  |  |
| 16" DR-25 PVC WM                      | LF                             | 2,212.00    | \$     | 125.46   | \$ | 277,517.52 |  |  |
| Water Valves (Size and Type)          |                                |             |        |          |    |            |  |  |
| 06" Gate Valve WM - American          | EA                             | 3.00        | \$     | 1,580.75 | \$ | 4,742.25   |  |  |
| 16" Gate Valve WM - American          | EA                             | 3.00        | \$     | 6,958.06 | \$ | 20,874.18  |  |  |
| Hydrants Assembly (Size and Type)     |                                |             |        |          |    |            |  |  |
| Fire Hydrant WM - American            | EA                             | 3.00        | \$     | 4,455.97 | \$ | 13,367.91  |  |  |
|                                       |                                | Total Water | System | Cost     | \$ | 318,956.44 |  |  |



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

| Project Name: | Silverlake Drive - LOOP RD COMPLETION |
|---------------|---------------------------------------|
| Contractor:   | J.B. Coxwell Contracting, Inc.        |
| Developer:    | White Ford Timber, LLC                |
|               | white Ford Thilder, EEC               |

|                                       | UNIT | QUANITY     | U      | NIT COST | T  | OTAL COST  |
|---------------------------------------|------|-------------|--------|----------|----|------------|
| Reuse Mains (Size, Type & Pipe Class) |      |             |        |          |    |            |
| 12" DR-18 PVC RM                      | LF   | 2,184.00    | \$     | 82.16    | \$ | 179,437.44 |
| Reuse Valves (Size and Type)          |      |             |        |          |    |            |
| 12" Gate Valve RM - American          | Ea   | 3.00        | \$     | 3,410.62 | \$ | 10,231.86  |
|                                       |      | Total Reuse | Syster | n Cost   | \$ | 189,669.30 |

|                              | ST. JOHNS COUNTY U<br>ASSET MAI<br>SCHEDULE OF V  | NAGEMENT              |        | ſ             |            |               |  |
|------------------------------|---|-----------------------|--------|---------------|------------|---------------|--|
| Project Name:                | Silverleaf - Loop   | Road Completion -     | Silver | lake Drive St | 396        | +75 to 427+45 |  |
| Contractor:                  | Silverleaf - Loop Road Completion - Silverlake Drive Sta 396+75 to 427+4<br>Florida Roads Contracting, LLC. |                       |        |               |            |               |  |
| Developer:                   |   | evelopment II, Inc.   |        |               |            | ·····         |  |
|                              | UNIT  | NIT QUANITY UNIT COST |        | NIT COST      | TOTAL COST |               |  |
| Water Mains (Size, Type & Pi | pe Class)   |                       |        |               |            |               |  |
| 20" DR11                     | LF  | 90                    | \$     | 269.80        | \$         | 24,282.00     |  |
| 16" DR 25 PVC                | LF  | 2907                  | \$     | 93.72         | \$         | 272,444.04    |  |
| 12" DR 18 PVC                | LF  | 38                    | \$     | 149.11        | \$         | 5,666.18      |  |
| 6" DR-18 (FH)                | LF  | 50                    | \$     | 21.26         | \$         | 1,063.00      |  |
|                              |   |                       | \$     | -             | \$         | -             |  |
|                              |   |                       | \$     | -             | \$         | -             |  |
|                              |   |                       | \$     | -             | \$         |               |  |
|                              |   |                       | \$     | -             | \$         | -             |  |
|                              |   |                       | \$     | -             | \$         | -             |  |
| Water Valves (Size and Type) |   |                       |        |               |            |               |  |
| 16" Valve                    | Ea  | 4                     | \$     | 6,445.00      | \$         | 25,780.00     |  |
| 12" Valve                    | Ea  | 1                     | \$     | 3,435.00      | \$         | 3,435.00      |  |
| 6" valve w/box (FH)          | Ea  | 5                     | \$     | 1,257.85      | \$         | 6,289.25      |  |
|                              |   |                       | \$     | -             | \$         | -             |  |
|                              |   |                       | \$     | -             | \$         | -             |  |
| Hydrants Assembly (Size and  | Туре)   |                       |        |               |            |               |  |
| Fire Hydrant                 | Ea  | 5                     | \$     | 5,780.05      | \$         | 28,900.25     |  |
| 2" Flushing Hydrant          | Ea  | 4                     | \$     | 1,150.07      | \$         | 4,600.28      |  |
|                              | Ea  |                       | \$     | -             | \$         | -             |  |
| Sevices (Size and Type)      |   |                       |        |               |            |               |  |
|                              | Ea  |                       | \$     | -             | \$         |               |  |
|                              | Ea  |                       | \$     | -             | \$         | **            |  |
|                              | Ea  |                       | \$     |               | \$         | -             |  |
|                              | Ea  |                       | \$     | -             | \$         | -             |  |
|                              |   | Total Water           | Syster | n Cost        | \$         | 372,460.00    |  |

## ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - RECLAIMED WATER

Project Name: Contractor: Developer: Silverleaf - Loop Road Completion - Silverlake Drive Sta 396+75 to 427+45 Florida Roads Contracting, LLC.

Land Planners Development II, Inc.

|                                       | UNIT | QUANITY    | UN       | NIT COST | T  | DTAL COST  |
|---------------------------------------|------|------------|----------|----------|----|------------|
| Reuse Mains (Size, Type & Pipe Class) |      |            |          |          |    |            |
| 16" Fused PVC                         | LF   | 150        | \$       | 191.57   | \$ | 28,735.50  |
| 12" DR 18 PVC                         | LF   | 3068       | \$       | 68.59    | \$ | 210,434.12 |
|                                       |      |            | \$       | -        | \$ |            |
|                                       |      |            | \$       | -        | \$ | -          |
|                                       |      |            | \$       | -        | \$ | -          |
|                                       |      |            | \$       | -        | \$ | -          |
|                                       |      |            | \$       | -        | \$ | -          |
|                                       |      |            | \$       | -        | \$ | -          |
| Reuse Valves (Size and Type)          |      |            |          |          |    |            |
| 12" Valve                             | Ea   | 5          | \$       | 3,450.04 | \$ | 17,250.20  |
| 2" Flushing Hydrant                   | Ea   | 2          | \$       | 1,150.09 | \$ | 2,300.18   |
|                                       | Ea   |            | \$       | -        | \$ | -          |
|                                       | Ea   |            | \$       | -        | \$ | -          |
|                                       | Ea   |            | \$       | -        | \$ | -          |
|                                       | Ea   |            | \$       | -        | \$ | -          |
|                                       | Ea   |            | \$       | -        | \$ | -          |
|                                       |      |            | \$       | -        | \$ | -          |
| Sevices (Size and Type)               |      |            |          |          |    |            |
| SJCUD Services (Long Double)          | Ea   |            | \$       | -        | \$ | -          |
| SJCUD Services (Long Single)          | Ea   |            | \$       |          | \$ | -          |
| SJCUD Services (Short Single)         | Ea   |            | \$       | -        | \$ | -          |
|                                       |      |            | \$       | -        | \$ | -          |
| anna                                  |      | Total Reus | e Syster | m Cost   | \$ | 258,720.00 |



## ST. JOHNS COUNTY UTILITY DEPARTMENT 3C - CLOSEOUT - RELEASE OF LIEN UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum

#### \$ 508,625.74

hereby waives and releases its lien and right to claim a lien for Water, Sewer, and Reclaimed Water labor, services or materials furnished through

to

Date

White Ford Timber, LLC

(Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

#### Silverlake Drive Loop Completion

#### PROJECT NAME

Note: The description listed should match the description listed on the "Bill of Sale".

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

|  | caused this instrument to be duly executed and delivered by its duly               |
|--|--|
| authorized office on this 14th day   | of Appet 20.23   |
| WITNESS: Willest   | CONTRACTOR   |
| Witness Signature  | Lienør's Signature   |
| Janed Williford  | ( mens Beause  |
| Print Witness Name   | Print Lienor's Name  |
| STATE OF Florida   | _  |
| COUNTY OF DUVAL  | _  |
| notarization, this 14th day of<br>Chris Blank as<br>J.B. Coxwell Contracting, In | April ,20,23, by<br>Chief Operating Officer for<br>Lindray Hulley<br>Notary Public |
|  | My Commission Expires: July 4th, 202   |
| Personally Known or Produced Identification<br>Type of Identification Produced   | they commission expires. <u>Jourg</u>  |
|  | LINDSAY HURLEY<br>Commission # HH 283772<br>Expires July 4, 2026                   |



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

| Contractor: J.B. Coxwell Contracting, Inc. |                        |             |        |          |    |            |  |
|--|------------------------|-------------|--------|----------|----|------------|--|
| Developer:                                 | White Ford Timber, LLC |             |        |          |    |            |  |
|  | UNIT                   | QUANITY     | U      | NIT COST | T  | DTAL COST  |  |
| Water Mains (Size, Type & Pipe Class)      |                        |             |        |          |    |            |  |
| 06" DR-18 PVC WM                           | LF                     | 62.00       | \$     | 39.59    | \$ | 2,454.58   |  |
| 16" DR-25 PVC WM                           | LF                     | 2,212.00    | \$     | 125.46   | \$ | 277,517.52 |  |
| Water Valves (Size and Type)               |                        |             |        |          |    |            |  |
| 06" Gate Valve WM - American               | EA                     | 3.00        | \$     | 1,580.75 | \$ | 4,742.25   |  |
| 16" Gate Valve WM - American               | EA                     | 3.00        | \$     | 6,958.06 | \$ | 20,874.18  |  |
| Hydrants Assembly (Size and Type)          |                        |             |        |          |    |            |  |
| Fire Hydrant WM - American                 | EA                     | 3.00        | \$     | 4,455.97 | \$ | 13,367.91  |  |
|  |                        | Total Water | System | n Cost   | \$ | 318,956.44 |  |



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

| Silverlake Drive - LOOP RD COMPLETION |
|---------------------------------------|
| J.B. Coxwell Contracting, Inc.        |
| White Ford Timber, LLC                |
|                                       |

|                                       | UNIT | QUANITY     | U      | NIT COST | T  | OTAL COST  |
|---------------------------------------|------|-------------|--------|----------|----|------------|
| Reuse Mains (Size, Type & Pipe Class) |      |             | -      |          |    |            |
| 12" DR-18 PVC RM                      | LF   | 2,184.00    | \$     | 82.16    | \$ | 179,437.44 |
| Reuse Valves (Size and Type)          |      |             |        |          | 1  |            |
| 12" Gate Valve RM - American          | Ea   | 3.00        | \$     | 3,410.62 | \$ | 10,231.86  |
|                                       |      | Total Reuse | Syster | n Cost   | \$ | 189,669.30 |

## Exhibit "D" to the Resolution

|                | 3E – CLOSEOUT                       | - WARRANTY |
|----------------|-------------------------------------|------------|
| Date:          | March 31st 2023                     |            |
| Project Title: | Silverlake Drive (Loop Completion)  |            |
| FROM:          | J.B. Coxwell Contracting, INC       |            |
|                | Contractor's Name                   |            |
| Address:       | 6741 Lloyd Road West                |            |
|                | Jacksonville, FL 32254              |            |
|                |                                     |            |
| TO             | St Johns County Litility Department |            |

### ST. JOHNS COUNTY UTILITY DEPARTMENT 3E – CLOSEOUT - WARRANTY

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 Print Contractor's Name STATE OF COUNTY OF The foregoing instrument was acknowledged before me by means of physical presence or on-line notarization, this day of 20 by  $\sim$ for as Notary Public My Commission Expires: Personally Known or Produced Identification Type of Identification Produced LINDSAY HURLEY Commission # HH 283772 Expires July 4, 2026



## ST. JOHNS COUNTY UTILITY DEPARTMENT 3C - CLOSEOUT - RELEASE OF LIEN UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum

## \$631,180.00

hereby waives and releases its lien and right to claim a lien for Water, Sewer, and Reclaimed Water labor, services or materials furnished through

October 3, 2022 to Land Planners Development II, Inc.

Date Developer's/Owner's Name)

to the following described property:

# "SEE EXHIBIT A SCHEDULE OF VALUES FOR Silverleaf- Silverlake Drive Loop Road Completion

### PROJECT NAME

Print Witness Name

Note: The description listed should match the description listed on the "Bill of Sale".

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 3 day of 000872, 20 22.

| WITN  | NESS:        |   |
|-------|--------------|---|
| (     | M Pull       | _ |
| Witne | ss Signature |   |
| c     | John Peiffer |   |

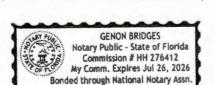
| OWNER:             |  |
|--------------------|--|
| Lienor's Signature |  |
| 100 Hille          |  |

Print Lienor's Name

COUNTY OF DUVAL

| presence or $\Box$ online notarization, this <u>3</u> | day of OCTOBER, 20                           | 22_, by |
|---|--|---------|
| LCRI HICKS  | AS CORPORATE SECRETARY                       | for     |
| FLORIDA READS CONTRACTING, LLC.                       | Notary Public<br>My Commission Expires: JULY | 26,2026 |

Personally Known or Produced Identification Type of Identification Produced



| Exhibit "A | A" to | the Final | Release | of Lien |
|------------|-------|-----------|---------|---------|
|------------|-------|-----------|---------|---------|

## ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - WATER

Project Name: Contractor: Developer: Silverleaf - Loop Road Completion - Silverlake Drive Sta 396+75 to 427+45 Florida Roads Contracting, LLC.

Land Planners Development II, Inc.

|                                  | UNIT  | QUANITY    | UN       | NT COST  | TC | DTAL COST  |
|----------------------------------|-------|------------|----------|----------|----|------------|
| Water Mains (Size, Type & Pipe C | lass) |            |          |          |    |            |
| 20" DR11                         | LF    | 90         | \$       | 269.80   | \$ | 24,282.00  |
| 16" DR 25 PVC                    | LF    | 2907       | \$       | 93.72    | \$ | 272,444.04 |
| 12" DR 18 PVC                    | LF    | 38         | \$       | 149.11   | \$ | 5,666.18   |
| 6" DR-18 (FH)                    | LF    | 50         | \$       | 21.26    | \$ | 1,063.00   |
|                                  |       |            | \$       | -        | \$ | -          |
|                                  |       |            | \$       | -        | \$ | -          |
|                                  |       |            | \$       | -        | \$ | -          |
| L.                               |       |            | \$       | -        | \$ | -          |
|                                  |       |            | \$       | -        | \$ | -          |
| Water Valves (Size and Type)     |       |            | _        |          |    |            |
| 16" Valve                        | Ea    | 4          | \$       | 6,445.00 | \$ | 25,780.00  |
| 12" Valve                        | Ea    | 1          | \$       | 3,435.00 | \$ | 3,435.00   |
| 6" valve w/box (FH)              | Ea    | 5          | \$       | 1,257.85 | \$ | 6,289.25   |
|                                  |       |            | \$       | -        | \$ | -          |
|                                  |       |            | \$       | -        | \$ | -          |
| Hydrants Assembly (Size and Typ  | e)    |            |          |          |    |            |
| Fire Hydrant                     | Ea    | 5          | \$       | 5,780.05 | \$ | 28,900.25  |
| 2" Flushing Hydrant              | Ea    | 4          | \$       | 1,150.07 | \$ | 4,600.28   |
| <u> </u>                         | Ea    |            | \$       | -        | \$ | -          |
| Sevices (Size and Type)          |       |            |          |          |    |            |
|                                  | Ea    |            | \$       | -        | \$ | -          |
|                                  | Ea    |            | \$       | -        | \$ | -          |
|                                  | Ea    |            | \$       | -        | \$ | -          |
|                                  | Ea    |            | \$       | -        | \$ | -          |
|                                  |       | Total Wate | r Syster | n Cost   | \$ | 372,460.00 |

## ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - RECLAIMED WATER

| Project Name:                      | Silverleaf - Loop Road Completion - Silverlake Drive Sta 396+75 to 427+45 |                     |          |             |            |               |
|------------------------------------|---|---------------------|----------|-------------|------------|---------------|
| Contractor:                        | Florida Roads Co  |                     | DIIVOII  | ake Dire Su | 570        | 175 10 427 14 |
| Developer:                         |   | evelopment II, Inc. |          |             |            |               |
| 1                                  |   |                     |          |             |            |               |
|                                    | UNIT  | QUANITY             | U        | VIT COST    | TOTAL COST |               |
| Reuse Mains (Size, Type & Pipe Cla | ISS)  |                     |          |             |            |               |
| 16" Fused PVC                      | LF  | 150                 | \$       | 191.57      | \$         | 28,735.50     |
| 12" DR 18 PVC                      | LF  | 3068                | \$       | 68.59       | \$         | 210,434.12    |
|                                    |   |                     | \$       |             | \$         |               |
|                                    |   |                     | \$       | -           | \$         | -             |
|                                    |   |                     | \$       | -           | \$         | -             |
|                                    |   |                     | \$       | -           | \$         | -             |
|                                    |   |                     | \$       | -           | \$         | -             |
|                                    |   |                     | \$       | -           | \$         | -             |
| Reuse Valves (Size and Type)       |   |                     |          |             |            |               |
| 12" Valve                          | Ea  | 5                   | \$       | 3,450.04    | \$         | 17,250.20     |
| 2" Flushing Hydrant                | Ea  | 2                   | \$       | 1,150.09    | \$         | 2,300.18      |
|                                    | Ea  |                     | \$       | _           | \$         | -             |
|                                    | Ea  |                     | \$       | -           | \$         | -             |
|                                    | Ea  |                     | \$       | · _         | \$         | -             |
|                                    | Ea  |                     | \$       | -           | \$         | -             |
|                                    | Ea  | -                   | \$       | -           | \$         | -             |
|                                    |   |                     | \$       | -           | \$         | -             |
| Sevices (Size and Type)            |   |                     |          |             |            |               |
| SJCUD Services (Long Double)       | Ea  |                     | \$       | -           | \$         | tea.          |
| SJCUD Services (Long Single)       | Ea  |                     | \$       | -           | \$         | -             |
| SJCUD Services (Short Single)      | Ea  |                     | \$       | -           | \$         | -             |
|                                    |   |                     | \$       | +           | \$         |               |
|                                    |   | Total Reus          | e Syster | m Cost      | \$         | 258,720.00    |

## Exhibit "F" to the Resolution

| ST. JOHNS COUNTY UTILITY DEPARTMENT |
|-------------------------------------|
| <b>3E – CLOSEOUT - WARRANTY</b>     |

| Date:          | October 3, 2022                                  |
|----------------|--|
| Project Title: | Silverleaf-Silverlake Drive Loop Road Completion |
| FROM:          | Florida Roads Contracting, LLC                   |
| Address:       | Contractor's Name                                |
|                | 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:**

Print Contractor's Name

Contractor's Signature

| STATE OF  | FLORIDA |
|-----------|---------|
| COUNTY OF | DUVAL   |

| The foregoing instrument was | acknowledged before me by me | ans of physical pre | sence or |
|------------------------------|------------------------------|---------------------|----------|
| on-line notarization, this 3 | day of OCTOBER               | , 20 <u>22</u> , by |          |
| LORI HICKS                   | as CORPORA                   | TE SECRETARY        | for      |
| FLORIDA ROADS CONTRACT       | ING.ILC.                     |                     |          |

inon Bridac Notary Public

Personally Known or Produced Identification Type of Identification Produced

GENON BRIDGES Notary Public - State of Florida Commission # HH 276412 My Comm. Expires Jul 26, 2026 Bonged through National Notary Assn.

My Commission Expires: JULY 26, 2026



# ST. JOHNS COUNTY UTILITIES 1205 State Road 16

St. Augustine, Florida 32084

## INTEROFFICE MEMORANDUM

| TO:      | Debbie Taylor, Real Estate Manager                  |
|----------|---|
| FROM:    | Melissa Caraway, Utility Review Coordinator         |
| DATE:    | September 26, 2023                                  |
| SUBJECT: | Silverleaf Loop Road Completion (ASBULT 2023000031) |

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 Silverleaf Loop Road Completion.

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.

