

**RESOLUTION NO. 2024-152**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, A BILL OF SALE, FINAL RELEASE OF LIEN AND WARRANTY ASSOCIATED WITH THE SEWER FORCE MAIN SYSTEM TO SERVE PALM VALLEY GARDENS PH 2 (FORCE MAIN) LOCATED OFF NORTH ROSCOE BOULEVARD.**

**RECITALS**

**WHEREAS**, certain property owners have executed and presented to the County an Easement for Utilities associated with the sewer force main system to serve Palm Valley Gardens Ph2 (force main), attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

**WHEREAS**, Palm Valley Gardens Developers, LLC, a Florida limited liability company, has executed and presented to the County a Bill of Sale with a Schedule of Values conveying all personal property associated with the sewer force main system to serve Palm Valley Gardens Ph2 (force main), attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

**WHEREAS**, T B Landmark Construction, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Palm Valley Gardens Ph2 (force main), attached hereto as Exhibit “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, 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 Circuit 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 16th day of April, 2024.

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

Rendition Date APR 17 2024

By: \_\_\_\_\_  
Sarah Arnold, Chair

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

Crystal Smith  
Deputy Clerk



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 13 day of December, 2023 by Marcia S. & Charles N. Leeper, with an address of 86 N. Roxie Blvd. PVB, Fla 32082, 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 force main valve 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. 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 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) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

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:

[Signature]  
Witness

Clark Fowler  
Print Name

[Signature]  
Witness

Cameron Minter  
Print Name

By: Mami A Lopez  
Its: Marcia S. Loper 12-13-23  
Charles Loper  
Charles Loper 12-13-23

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means  
of  physical presence or  online notarization, this 13<sup>th</sup> day of  
December, 2023, by  
Charles and Marcia Loper as owners  
for property.



Ashley Usina  
Notary Public # H260764  
My Commission Expires: 9/3/2026

Personally Known or Produced Identification  
Type of Identification Produced





# MAP SHOWING SURVEY SKETCH

A UTILITY EASEMENT OVER AN THROUGH A PORTION OF PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 1603, PAGE 815 OF THE PUBLIC RECORDS OF ST. JOHNS, COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERN BOUNDARY CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1603, PAGE 815 OF THE PUBLIC RECORDS OF ST. JOHNS THENCE TRAVEL ALONG NORTHERN BOUNDARY LINE OF SAID LANDS NORTH 77°51'00" EAST, 283.06 FEET; THENCE DEPART SAID NORTHERN BOUNDARY LINE AND TRAVEL SOUTH 12°09'00" EAST, 20.00 FEET TO THE POINT OF BEGINNING;

THENCE TRAVEL SOUTH 12°08'14" EAST, 10.00 FEET TO A POINT; THENCE TRAVEL NORTH 77°51'46" EAST, 10.00 FEET TO A POINT; THENCE TRAVEL NORTH 12°08'14" WEST, 10.00 FEET TO A POINT; THENCE TRAVEL SOUTH 77°51'46" WEST, 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 100.00 SQUARE FEET, MORE OR LESS.

**Cody's**



**Professional  
Surveying &  
Mapping, Inc.**

(904) 696-8840 Phone  
(904) 696-8841 Fax  
P.O. Box 7540  
Jacksonville, Florida, 32238

ROY T. FLOWERS, JR.  
FL REGISTRATION NO. 6271  
DATE OF SIGNATURE: DECEMBER 11, 2023  
FLORIDA L.B. # 7347

PARTY CHIEF: TR
FIELD BOOK & PAGE: N/A
CAD TECH: JKK
DATE OF SURVEY: DECEMBER 11, 2023
PROJECT NUMBER: 16823
SHEET 2 OF 2
DRAWING NO.: 16823 EASEMENT.DWG



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

PROJECT: Palm Valley Gardens Ph2

Palm Valley Gardens Developers, LLC 5000 Sawgrass Village Circle Suite 3, Ponte Vedra Beach, FL 32082

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 \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

[Signature]  
Witness Signature  
JENNI FORV. PRADO  
Witness Print Name

OWNER:

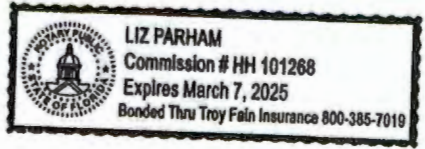
[Signature]  
Owner Signature  
CHRISTOPHER LAZZARA  
Owner Print Name

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization, this 15th day of November, 2023, by Christopher LAZZARA as Manager for Palm Valley Gardens Developers LLC

Notary Public  
My Commission Expires: 3/7/2025

Personally Known or Produced Identification  
Type of Identification Produced





**ST. JOHNS COUNTY UTILITY DEPARTMENT  
ASSET MANAGEMENT  
SCHEDULE OF VALUES - SEWER**

Project Name:	Palm Valley Gardens Ph2			
Contractor:	T B Landmark Construction, Inc.			
Developer:	Palm Valley Gardens Developers, LLC (Attn: Glenn Layton Homes)			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" HDPE DR11	LF	1530	\$ 113.40	\$ 173,502.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
2" Gate Valve	Ea	1	\$ 513.25	\$ 513.25
4" Tapping Valve	Ea	1	\$ 913.25	\$ 913.25
4" Gate Valve	Ea	1	\$ 713.25	\$ 713.25
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
2" Green Poly	EA	1	\$ 1,513.25	\$ 1,513.25
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
			<b>Total Sewer System Cost</b>	<b>\$ 177,155.00</b>



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

The undersigned lienor, in consideration of the sum

\$177,155.00

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

10/30/2023 to Palm Valley Gardens Developers, LLC (Attn: Glenn Layton Homes)  
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR

Palm Valley Gardens Ph2

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.

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its  
duly authorized office on this 31st day of October,  
2023.

WITNESS:

[Signature]

Witness Signature

Cole Downing

Print Witness Name

CONTRACTOR:

[Signature]

Lienor's Signature

Martin Adams

Print Lienor's Name

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this 31st day of October, 2023, by

Martin Adams as General Manager for  
T B Landmark Construction, Inc.

[Signature]

Notary Public

My Commission Expires: 3/8/2025

Personally Known or Produced Identification Type of  
Identification Produced



March 2022



**ST. JOHNS COUNTY UTILITY DEPARTMENT  
ASSET MANAGEMENT  
SCHEDULE OF VALUES - SEWER**

Project Name:	Palm Valley Gardens Ph2			
Contractor:	T B Landmark Construction, Inc.			
Developer:	Palm Valley Gardens Developers, LLC (Attn: Glenn Layton Homes)			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" HDPE DR11	LF	1530	\$ 113.40	\$ 173,502.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
2" Gate Valve	Ea	1	\$ 513.25	\$ 513.25
4" Tapping Valve	Ea	1	\$ 913.25	\$ 913.25
4" Gate Valve	Ea	1	\$ 713.25	\$ 713.25
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
2" Green Poly	EA	1	\$ 1,513.25	\$ 1,513.25
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
			<b>Total Sewer System Cost</b>	<b>\$ 177,155.00</b>



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

Date: October 30, 2023  
Project Title: Palm Valley Gardens Ph2  
FROM: T B Landmark Construction, Inc.  
Contractor's Name  
Address: 11220 New Berlin Road  
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:

T B Landmark Construction, Inc.  
Print Contractor's Name

*[Signature]*  
Contractor's Signature

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ on-line notarization, this 31st day of October, 2023, by

Martin Adams as General Manager for  
T B Landmark Construction, Inc.

*[Signature]*  
Notary Public  
My Commission Expires: 3/8/2025

Personally Known or Produced Identification  
Type of Identification Produced





**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:** March 12, 2024  
**SUBJECT:** Palm Valley Gardens Ph 2 (force main) (ASBULT2023000203)

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 Palm Valley Gardens Ph 2 (force main).

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 Property



2023 Aerial Imagery  
Date: 3/20/2024

**Palm Valley Gardens Ph 2  
(force main)**

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



**Land Management  
Systems  
(904) 209-1276**

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.