

RESOLUTION NO. 2024-303

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 WATER AND SEWER SYSTEMS TO SERVE ORCHARD PARK 3, LOCATED OFF OF WILDWOOD DRIVE.

RECITALS

WHEREAS, KB Home-Jacksonville, LLC, a Delaware Limited Liability Company, has executed and presented to the County an Easement for Utilities associated with the water and sewer systems to serve Orchard Park 3, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, KB Home-Jacksonville, LLC, a Delaware 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 water and sewer systems to serve Orchard Park 3, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, Vallencourt Construction Company, Inc., a Florida profit corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Orchard Park 3, 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, 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 6th day of August, 2024.

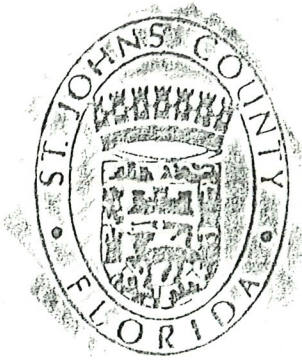
Rendition Date AUG 09 2024

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

By: _____
Sarah Arnold, Chair

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

Robin J. Platt
Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 23rd day of February, 2024 by KB Home-Jacksonville LLC, a Delaware Limited Liability Company, with an address of 10475 Fortune Pkwy., Suite 100, 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, & sewer force mains 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. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** 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) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and 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:

Michelle Smith
Witness

By: [Signature]
Its: Sr. Director of Land Dev.

MICHELLE SMITH
Print Name

10475 Fortune Parkway, Suite 100
Jacksonville, Fl. 32256

Witness Address REQUIRED BUSINESS OR PERSONAL

[Signature]
Witness

Rene Warfield
Print Name

10475 Fortune Parkway, Suite 100
Jacksonville, Fl. 32256

Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means
of physical presence or online notarization, this 23rd day of
FEBRUARY, 2024, by
SCOTT BLUNCK as SR DIRECTOR of LADD
for KB HOME.

Michelle Smith
Notary Public
My Commission Expires: 12/05/25

Personally Known or Produced Identification
Type of Identification Produced



EXHIBIT "A"

EASEMENT AREA

The Private Road rights of way identified as Beach Palm Court, Pittman Court and Gentle Fern Drive on Orchard Park 3 Plat Map Book 123 pages (8, 9, 10, 11 and 12).

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

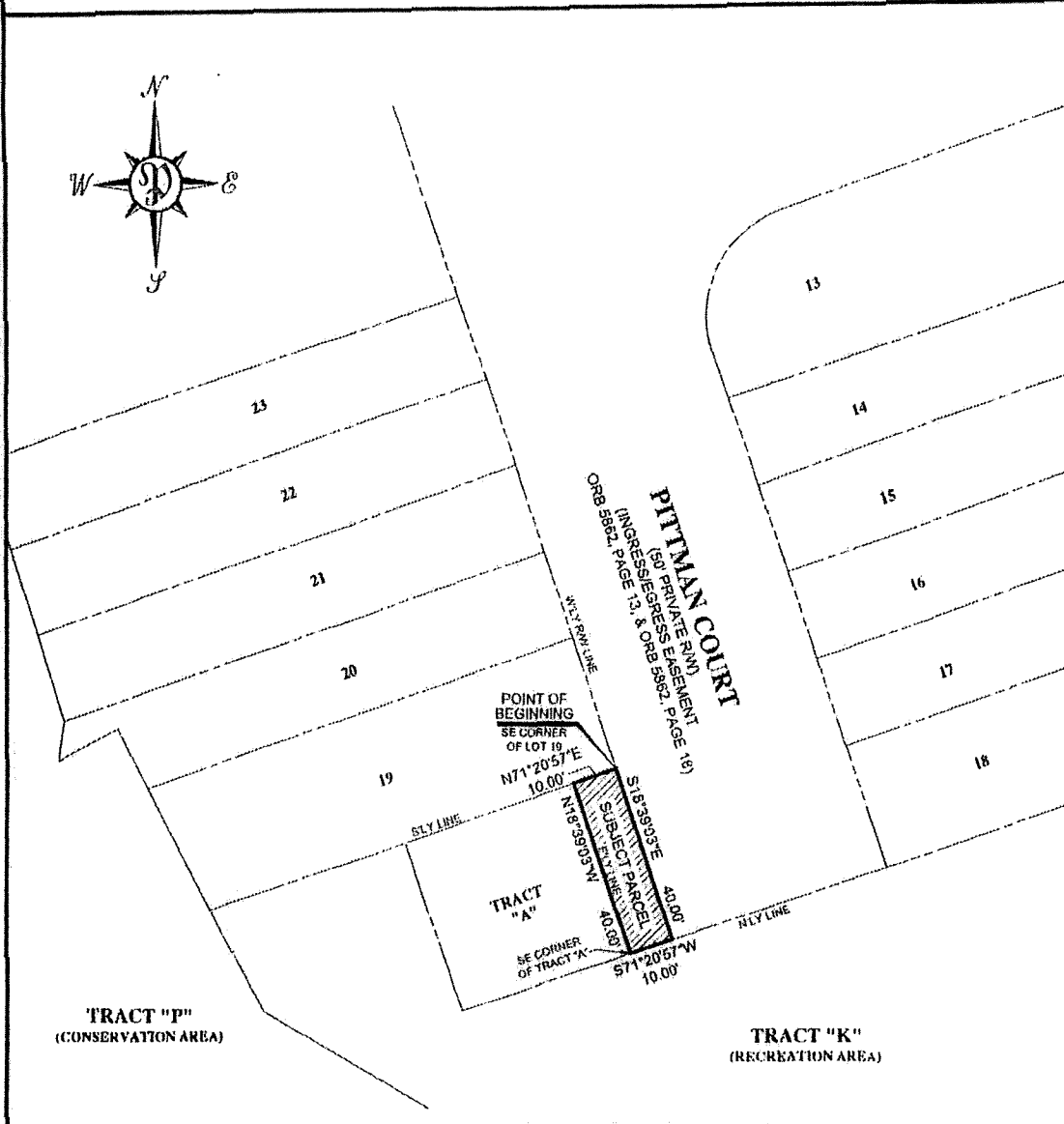
AN ACCESS, UTILITY, AND FPL UTILITY EASEMENT.

BEING A PORTION OF TRACT "K", AS SHOWN ON PLAT OF ORCHARD PARK PHASE 3, AS RECORDED IN MAP BOOK 123, PAGES 8-12, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 19, OF SAID PLAT; THENCE S18°39'03"E, ALONG THE WESTERLY RIGHT OF WAY LINE OF PITTMAN COURT (A 50' PRIVATE RIGHT OF WAY), A DISTANCE OF 40.00 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID TRACT "K"; THENCE S71°20'57"W, ALONG THE WESTERLY PROLONGATION OF LAST SAID NORTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF TRACT "A", AS SHOWN ON SAID PLAT; THENCE N18°39'03"W, ALONG THE EASTERLY LINE OF SAID TRACT "A", A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 19; THENCE N71°20'57"E, ALONG LAST SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.01 ACRES, MORE OR LESS.

CERTIFIED TO: KB HOME JACKSONVILLE LLC



PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE WLY RAW LINE OF PITTMAN COURT AS S18°39'03"E, PER PLAT.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA FIRM MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE

P.C. POINT OF CURVATURE
 P.T. POINT OF TANGENCY
 P.R.C. POINT OF REVERSE CURVE
 P.C.C. POINT OF COMPOUND CURVE
 P.R.M. PERMANENT REFERENCE MONUMENT
 P.C.P. PERMANENT CONTROL POINT
 B.R.L. BOUNDARY RESTRICTION LINE
 C.L. CENTERLINE
 O.L.F. CHAIN LINK FENCE
 F.O.W. FUTURE OFF-WAY
 O.R.B. OFFICIAL RECORDS BOOK
 O.L. ON LINE
 B.L. BREAK LINE
 F.F.E. FINISHED FLOOR ELEVATION
 R. RADII

LEGEND

Δ Δ Δ Δ DELTA (CENTRAL ANGLE)
 Δ Δ Δ Δ AND LENGTH
 C.M. CHORD
 C.B. CHORD BEARING
 R. RADIAL TO CURVE
 C.O. CHORD TO CENTER
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 C.O. CHORD TO CENTER
 C.M. CHORD
 C.B. CHORD BEARING
 R. RADIAL TO CURVE
 C.O. CHORD TO CENTER

SCALE 1"=30'
 DATE OF DRAWING 02-23-2024
 NATHAN PERRET, FLA. CERT. NO. 6900

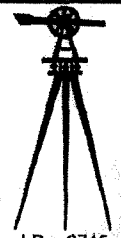


EXHIBIT "B"

INGRESS/EGRESS AREA

The Private Road rights of way identified as Beach Palm Court, Pittman Court and Gentle Fern Drive on Orchard Park 3 Plat Map Book 123 pages (8, 9, 10, 11 and 12).

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

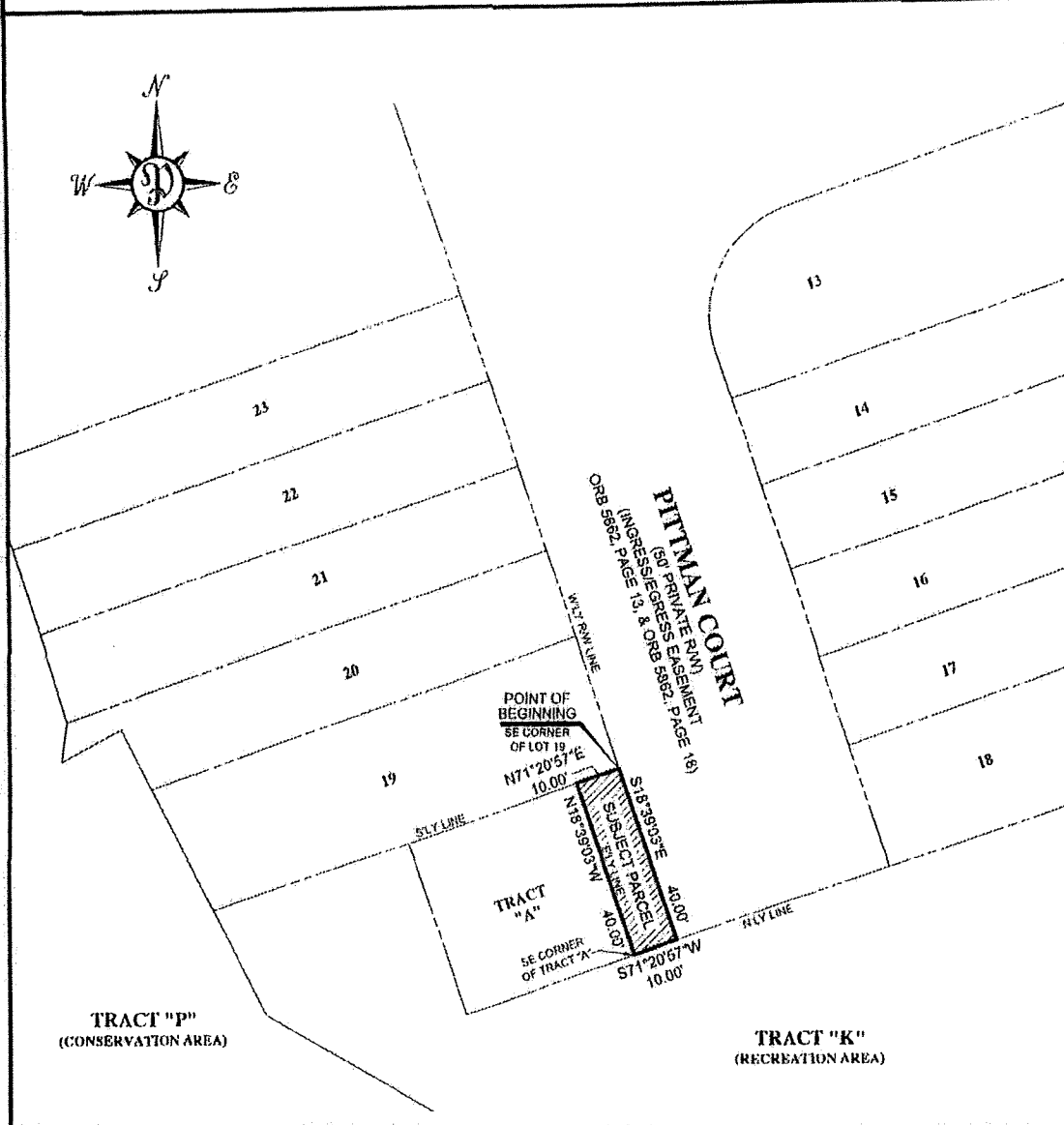
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SAID LANDS CONTAINING 0.01 ACRES, MORE OR LESS.

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PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

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 P.T. POINT OF TANGENCY
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 P.C.C. POINT OF CURVED CURVE
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 P.C.P. PERMANENT CONTROL POINT
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 C.L. CENTERLINE
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 R.W. RIGHT-OF-WAY
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 O.L. ON LINE
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 R. RAIRS

LEGEND

Δ D.D. DELTA (CENTRAL ANGLE)
 A.M. ARC LENGTH
 G.S. GRID BEARING
 L.R. LINE RADIAL TO CURVE
 A.R. AIR CONDITIONER
 C.C. CONCRETE
 F.F. FOUND
 M.P. MEASURED
 N.B. NEED
 C. CALCULATED
 P.L. PLAT
 F. FENCE



SCALE 1"=30'

02-23-2024

DATE OF DRAWING

NATHAN PERRET, FLA. CERT. NO. 6900

LB - 6715

Exhibit "B" to the Resolution

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

PROJECT: Orchard Park Phase 3

KB Home-Jacksonville LLC, 10475 Fortune Pkwy, Suite 100, Jacksonville, FL 32256

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 12th of JANUARY, 2024.

WITNESS:

Michelle Smith
Witness Signature

MICHELLE SMITH
Witness Print Name

OWNER:

Scott Blunck
Owner Signature

Scott Blunck, Senior Director of Land Development
Owner Print Name

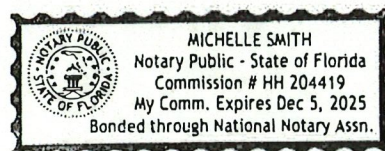
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 12th day of JANUARY, 2024, by SCOTT BLUNCK as SA DIR OF LAND for KB HOME JAX.

Michelle Smith
Notary Public
My Commission Expires: 12/5/25

Personally Known or Produced Identification
Type of Identification Produced





St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Orchard Park Phase 3

Contractor: Vallencourt Construction Company Inc.

Developer: KB Homes

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size Type & Pipe Class)				
	8" DR18 PVC	LF	760	\$ 128.01	\$ 97,287.60
	6" DR18 PVC	LF	800	\$ 53.89	\$ 43,112.00
	4" DR18 PVC	LF	700	\$ 37.34	\$ 26,138.00
					\$ -
					\$ -
(1)	Water Valves (Size and Type)				
	8" Gate Valve	EA	2	\$ 2,485.74	\$ 4,971.48
	6" Gate Valve	EA	8	\$ 1,659.74	\$ 13,277.92
	4" Gate Valve	EA	3	\$ 1,335.57	\$ 4,006.71
					\$ -
					\$ -
(1)	Hydrants Assembly (Size and Type)				
	2" Flushing Hydrant	EA	4	\$ 1,251.11	\$ 5,004.44
	Fire Hydrant	EA	5	\$ 3,875.90	\$ 19,379.50
					\$ -
					\$ -
(1)	Services (Size and Type)				
	1" Single Water Service	EA	102	\$ 955.01	\$ 97,411.02
	2" Double Water Service	EA	14	\$ 1,353.28	\$ 18,945.92
	Lift Station Water Service	EA	1	\$ 2,314.01	\$ 2,314.01
					\$ -
Total Water System Cost					\$ 331,848.60

Note: Asset Type (1) Water Pipeline and Appurteances



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Orchard Park Phase 3

Contractor: Vallencourt Construction Company Inc.

Developer: KB Homes

Item	Unit	Quantity	Unit Cost	Total Cost
Force Mains (Size, Type & Pipe Class)				
8" HDPE DR 18	LF	60	\$ 115.06	\$ 6,903.60
6" PVC DR 18	LF	680	\$ 103.41	\$ 70,318.80
4" PVC DR 18	LF	550	\$ 79.18	\$ 43,549.00
				\$ -
				\$ -
Sewer Valves (Size and Type)				
6" Gate Valves	EA	3	\$ 1,735.18	\$ 5,205.54
4" Gate Valve	EA	1	\$ 1,335.57	\$ 1,335.57
Air Release Valve	EA	2	\$ 11,244.30	\$ 22,488.60
				\$ -
				\$ -
				\$ -
				\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC 0-6'	LF	144	\$ 40.95	\$ 5,896.80
8" SDR 26 PVC 6-8'	LF	753	\$ 46.16	\$ 34,758.48
8" SDR 26 PVC 8-10'	LF	574	\$ 49.41	\$ 28,361.34
8" SDR 26 PVC 10-12'	LF	389	\$ 59.17	\$ 23,017.13
8" SDR 26 PVC 12-14'	LF	75	\$ 66.98	\$ 5,023.50
8" SDR 26 PVC 14-16'	LF	0	\$ -	\$ -
8" DR 18 PVC 14-16'	LF	0	\$ -	\$ -
				\$ -
Laterals (Size and Type)				
8" SDR 26 PVC	EA	23	\$ 1,694.69	\$ 38,977.87
				\$ -
Manholes (Size and Type)				
Type A				
0-6 Foot Deep	EA	4	\$ 4,380.36	\$ 17,521.44
6-8 Feet Deep	EA	1	\$ 5,330.35	\$ 5,330.35
8-10 Feet Deep	EA	1	\$ 6,043.47	\$ 6,043.47
10-12 Feet Deep	EA	1	\$ 14,851.08	\$ 14,851.08
12-14 Feet Deep	EA	1	\$ 8,574.75	\$ 8,574.75
12-14 Feet Deep (Lined)	EA	1	\$ 16,890.94	\$ 16,890.94
Type B				
Manhole 8-10' deep	EA	1	\$ 13,261.92	\$ 13,261.92
Manhole 12-14' deep	EA	0	\$ -	\$ -
Manhole 14-16' deep	EA	0	\$ -	\$ -
				\$ -
Lift Station				
Mechanical Equipment	LS	1	\$ 119,581.55	\$ 119,581.55
Process Piping	LS	1	\$ 98,761.36	\$ 98,761.36
Process Structure	LS	1	\$ 127,673.89	\$ 127,673.89
Process Electrical Equipment	LS	1	\$ 111,504.95	\$ 111,504.95
Other Improvements	LS	0	\$ -	\$ -
Total Sewer System Cost				\$ 825,831.93

Exhibit "C" to the Resolution



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

The undersigned lienor, in consideration of the sum One million one hundred fifty seven thousand six hundred eighty dollars and fifty-three cents (\$1,157,680.53)

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

2/8/2024 to KB Homes
Date (Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR Orchard Park Phase 3"

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 8th day of February, 2024.

WITNESS:

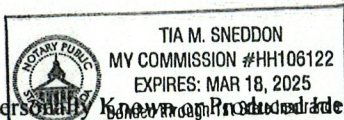
[Signature]
Witness Signature
Christiani J. Taylor
Print Witness Name

CONTRACTOR:

[Signature]
Lienor's Signature
Marcus McInarnay
Print Lienor's Name

STATE OF FL
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of February, 2024, by Marcus McInarnay as President for Vallencourt Construction Company, Inc.



✓ Personality Known and Produced Identification
Type of Identification Produced

[Signature]
Notary Public
My Commission Expires: 03/18/25



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Orchard Park Phase 3

Contractor: Vallencourt Construction Company Inc.

Developer: KB Homes

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Note: Asset Type (1) Water Pipeline and Appurteances



St. Johns County Utility Department

Asset Mangement

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8" DR 18 PVC 14-16'	LF	0	\$ -	\$ -
				\$ -
Laterals (Size and Type)				
8" SDR 26 PVC	EA	23	\$ 1,694.69	\$ 38,977.87
				\$ -
Manholes (Size and Type)				
Type A				
0-6 Foot Deep	EA	4	\$ 4,380.36	\$ 17,521.44
6-8 Feet Deep	EA	1	\$ 5,330.35	\$ 5,330.35
8-10 Feet Deep	EA	1	\$ 6,043.47	\$ 6,043.47
10-12 Feet Deep	EA	1	\$ 14,851.08	\$ 14,851.08
12-14 Feet Deep	EA	1	\$ 8,574.75	\$ 8,574.75
12-14 Feet Deep (Lined)	EA	1	\$ 16,890.94	\$ 16,890.94
Type B				
Manhole 8-10' deep	EA	1	\$ 13,261.92	\$ 13,261.92
Manhole 12-14' deep	EA	0	\$ -	\$ -
Manhole 14-16' deep	EA	0	\$ -	\$ -
				\$ -
Lift Station				
Mechanical Equipment	LS	1	\$ 119,581.55	\$ 119,581.55
Process Piping	LS	1	\$ 98,761.36	\$ 98,761.36
Process Structure	LS	1	\$ 127,673.89	\$ 127,673.89
Process Electrical Equipment	LS	1	\$ 111,504.95	\$ 111,504.95
Other Improvements	LS	0	\$ -	\$ -
Total Sewer System Cost				\$ 825,831.93

Exhibit "D" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT

3E - CLOSEOUT - WARRANTY

Date: 2/8/2024
Project Title: Orchard Park Pahse 3
FROM: Vallencourt Construction Company, Inc.
Contractor's Name
Address: 449 Center Street
Green Cove Springs, FL
32043
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.

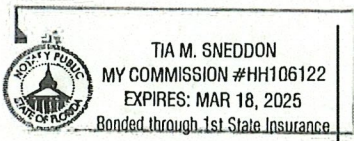
Contractor:

Marcus McInarnay
Print Contractor's Name

Marcus McInarnay
Contractor's Signature

STATE OF FL
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of x physical presence or _____ on-line notarization, this 8th day of February, 2024, by Marcus McInarnay as president for Vallencourt Construction Company, Inc.



Tia M. Sneddon
Notary Public
My Commission Expires: 03/18/25

✓ Personally Known or Produced Identification
Type of Identification Produced



Exhibit "E" to the Resolution

**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

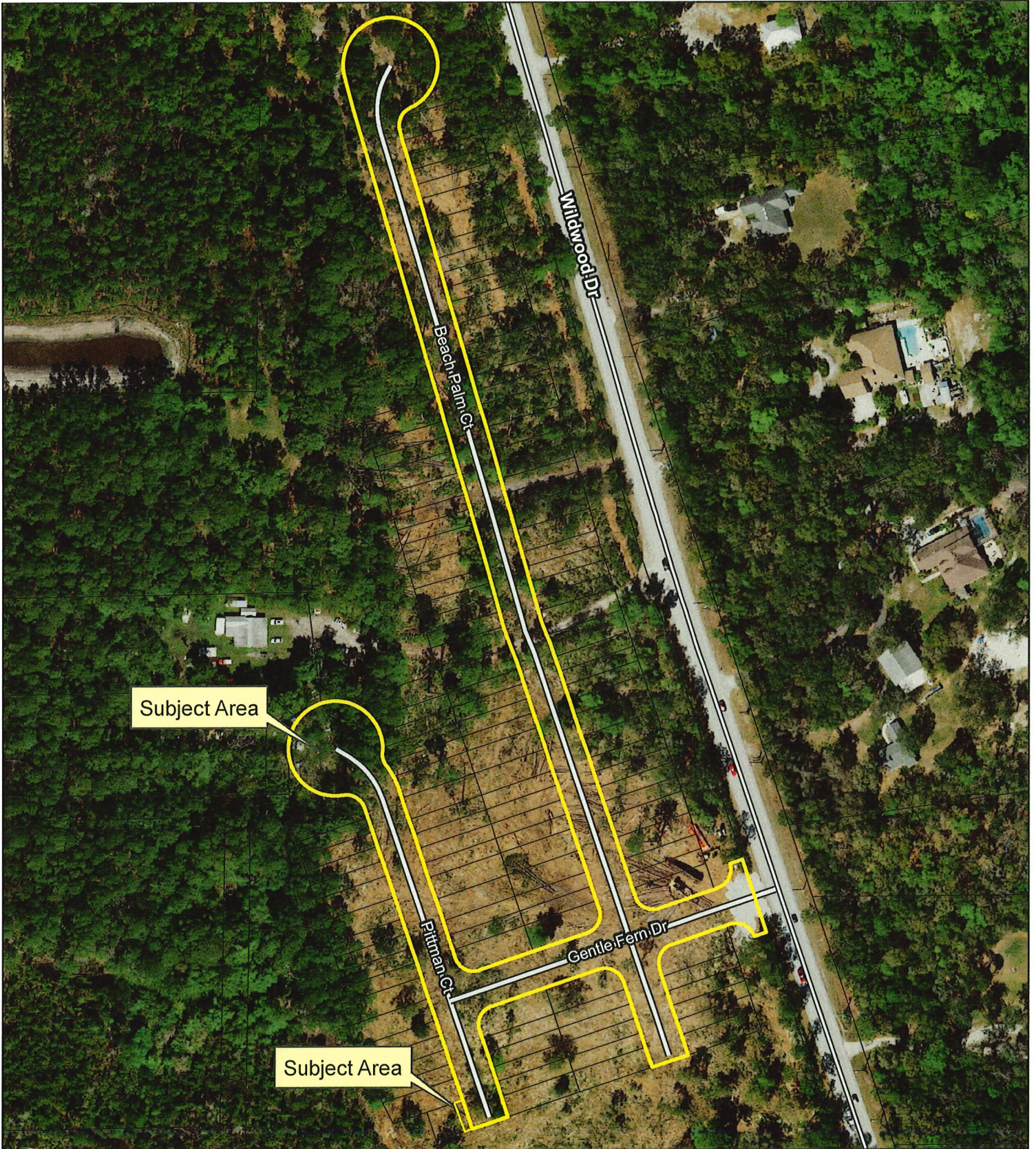
I N T E R O F F I C E M E M O R A N D U M

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: June 26, 2024
SUBJECT: Orchard Park 3 (ASBULT 2024000040)

Please present the Easement, Schedule of Values, Release of Lien, Bill of Sale and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Orchard Park 3.

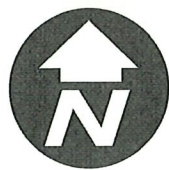
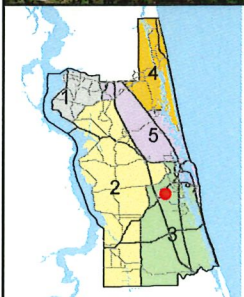
After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.



Subject Area

Subject Area



2023 Aerial Imagery

Date: 7/10/2024

Orchard Park 3

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



Land Management
Systems

(904) 209-0798

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.