

RESOLUTION NO. 2026-250

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 HAVEN AT PALM VALLEY FORMERLY PALM COVE PHASE 2 LOCATED OFF PALM VALLEY ROAD.

RECITALS

WHEREAS, Toll Southeast LP Company, Inc., a foreign profit corporation, has executed and presented to the County an Easement for Utilities and a Bill of Sale with a Schedule of Values conveying all personal property associated with the water and sewer systems to serve Haven at Palm Valley formerly Palm Cove Phase 2, attached hereto as Exhibits "A" and "B", incorporated by reference and made a part hereof; and

WHEREAS, Vallencourt Construction Co., Inc., a Florida profit corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Haven at Palm Valley formerly Palm Cove Phase 2, attached hereto as Exhibits "C" and "D", incorporated by reference and made a part hereof; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "E" incorporated by reference and made a part hereof.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easement for Utilities, 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 4th day of August, 2026.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Rendition Date AUG 04 2026

By: Clay Murphy
Clay Murphy, Chair

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

Crystal Smith
Deputy Clerk



Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

Exhibit "A" to the Resolution
EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 23rd day of February, 2026 by Toll Southeast LP Company, Inc., with an address of 1140 Virginia Drive Fort Washington, PA 19034, 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, alienate, 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 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. This easement is for water and 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.

(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 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. Grantee hereby preserves all rights, privileges and immunities of the Grantee as set forth in 768.28, Florida Statutes.

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 768.28 Florida Statutes, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence. Grantee's obligations are limited as set forth in section 768.28, Florida Statutes, and nothing in this

Easement shall be construed to extend the liabilities of Grantee beyond that provided in section 768.28, Florida Statutes or be deemed as a waiver of Grantee's sovereign immunity beyond that provided in section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES COMMENCE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its company seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness Signature
JUSTIN SCARIBERRY
Print Name

40 EVERETT LANE, SUITE 5
ST. JOHNS, FL 32259
Witness Address **REQUIRED BUSINESS OR PERSONAL**

[Signature]
Witness Signature
Braden Hill
Print Name

40 EVERETT LANE, SUITE 5
ST. JOHNS, FL 32259
Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF Florida
COUNTY OF St. Johns

☒ The foregoing instrument was acknowledged before me by means of
☒ physical presence or ☐ online notarization, this 23rd day of February, 2024,
by Nathan Beidle, who
is DVP of TDL Brothers, Such
person is personally known to me or has produced _____ as
identification.

[Signature]
Notary Public
My Commission Expires: 11/26/2027

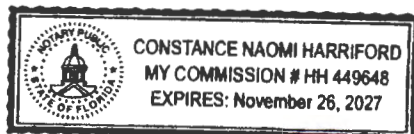


EXHIBIT "A"

EASEMENT AREA

Being the private right-of-way depicted as Palm Spring Cove and the 40' Wide Utility & Access Easement that is part of Tract "B" as recorded in plat HAVEN AT PALM VALLEY, in Map Book 131, pages 87-90, of the public records of St. Johns County, Florida.

Exhibit "B" to the Resolution
ST. JOHNS COUNTY UTILITY DEPARTMENT
3F - CLOSEOUT - BILL OF SALE

PROJECT: Palm Cove Phase 2 (onsite)

TOLL SOUTHEAST LP COMPANY INC, 2555 SW GRAPEVINE PKWY STE 100 GRAPEVINE, TX 76051

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 11th of FEBRUARY, 20 26.

WITNESS:

OWNER:

Witness Signature

Owner Signature

Witness Print Name

Nathan Beidle

Owner Print Name

STATE OF

COUNTY OF

Florida
St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization, this 11th day of February, 20 26, by

Nathan Beidle as DVP for
Toll Southeast LP Company

Notary Public

My Commission Expires: 11/26/2027

Personally Known or Produced Identification
Type of Identification Produced





St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: PALM COVE
Contractor: JAX UNDERGROUND UTILITIES, INC
Developer: CARMEN PROPERTIES, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" C900 PVC DR18	LF	1260	\$ 45.92	\$ 57,859.20
4" C900 PVC DR18	LF	160	\$ 38.34	\$ 6,134.40
2" HDPE DR-9	LF	188	\$ 36.21	\$ 6,807.48
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" AMERICAN FLOW SERIES 2500 GATE VALVE	Ea	3	\$ 2,199.10	\$ 6,597.30
6" AMERICAN FLOW SERIES 2500 GATE VALVE	Ea	2	\$ 1,825.99	\$ 3,651.98
8" FAST 905-8 TAPPING SLEEVE	Ea	1	\$ 5,362.40	\$ 5,362.40
8" AMERICAN FLOW SERIES 2500-1 TAPPING VALVE	Ea	1	\$ 6,494.48	\$ 6,494.48
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
5-1/4" AMERICAN FLOW WATEROURS PACER	Ea	2	\$ 5,902.32	\$ 11,804.64
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" SINGLE	Ea	20	\$ 2,399.29	\$ 47,985.80
1" AT LIFT STATION	Ea	1	\$ 3,460.99	\$ 3,460.99
			\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 156,158.67



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: PALM COVE
 Contractor: JAX UNDERGROUND UTILITIES, INC.
 Developer: CARMEN PROPERTIES, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
2" DR9 HDPE GRN PIPE	LF	900	\$ 28.86	\$ 25,974.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SANI-21 SDR26	LF	731	\$ 37.11	\$ 27,127.41
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" SDR26	EA	20	\$ 1,725.14	\$ 34,502.80
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA	1	\$ 8,353.82	\$ 8,353.82
6-8 foot deep	EA	3	\$ 6,771.55	\$ 20,314.65
8-10 foot deep	EA	2	\$ 10,657.91	\$ 21,315.82
10-12 foot deep	EA	1	\$ 13,611.30	\$ 13,611.30
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
			\$ -	\$ -
Mechanical Equipment	Lump Sum	1	\$ 51,300.00	\$ 51,300.00
Process Piping	Lump Sum	1	\$ 67,500.00	\$ 67,500.00
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum	1	\$ 54,000.00	\$ 54,000.00
Other Improvements	Lump Sum	1	\$ 26,975.39	\$ 26,975.39
Total Sewer System Cost				\$ 350,975.19



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 of \$507,133. 86

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

Date MARCH 3, 2026 to Toll Southeast LP Company, Inc.
(Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR
Palm Cove

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 3rd day of March, 2026.

WITNESS:

Jeannie Montero
Witness Signature
Jeannie Montero
Print Witness Name

CONTRACTOR:

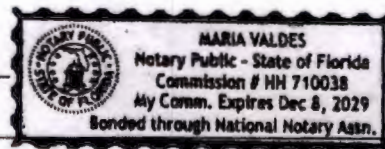
MD BO
Lienor's Signature
STAN BATES
Print Lienor's Name

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of March, 2026, by Stan Bates as Exec Vice President for Dallencourt Construction Co. Inc.

Maria Valdes
Notary Public
My Commission Expires: Dec. 8, 2029

Personally Known or Produced Identification
Type of Identification Produced





St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name:	PALM COVE
Contractor:	JAX UNDERGROUND UTILITIES, INC
Developer:	CARMEN PROPERTIES, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
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Total Water System Cost				\$ 156,158.67



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: PALM COVE
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			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 51,300.00	\$ 51,300.00
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Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum	1	\$ 54,000.00	\$ 54,000.00
Other Improvements	Lump Sum	1	\$ 26,975.39	\$ 26,975.39
Total Sewer System Cost				\$ 350,975.19

Exhibit "D" to the Resolution

ST. JOHNS COUNTY UTILITY DEPARTMENT

3E - CLOSEOUT - WARRANTY

Date: 3/3/2024

Project Title: Palm Cove

FROM: Vallencourt Construction Co., Inc.

Contractor's Name

Address: 449 CENTER ST
GREEN LAKE 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:

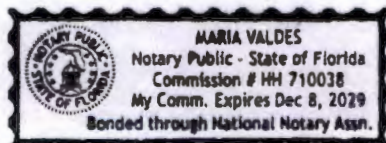
Stan Bates
Print Contractor's Name

AOB
Contractor's Signature

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____
on-line notarization, this 3rd day of March, 2024, by

Stan Bates as Exec. Vice President for
Vallencourt Construction Co., Inc.



Maria Valdes
Notary Public
My Commission Expires: Dec. 8, 2029

Personally Known or Produced Identification
Type of Identification Produced



**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: June 17, 2026
SUBJECT: Haven at Palm Valley (formerly Palm Cove Phase 2) (ASBUILT 2025000028)

St. Johns County Utility Department has reviewed and approved the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty. Please present the documents to the Board of County Commissioners (BCC) for final approval and acceptance.

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.



Imagery Date: 1/2026

Date: 7/1/2026

**Haven at Palm Valley
formerly Palm Cove Phase 2**

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



**Land Management
Systems
Real Estate Division
(904) 209-0790**

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.