

CERTIFICATE OF CONSTRUCTION COMPLETION

PROJECT: **Coppergate Elementary School "V"**

DATE: March 2, 2006

OWNER'S AFFIDAVIT

I CERTIFY that the work under the above named project, including all appurtenances thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reason of work on the project under the contract; that all Worker's Compensation claims have been settled, and that no public liability claims have been settled and that no public liability claims are pending.

Affidavit is made for the purpose of inducing the Clay County Utility Authority to accept said construction for ownership.

Date

DEVELOPER:
THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA, a political subdivision of the State of Florida

By: _____
Print Name: CAROL VALLENCOURT

Title: Chairman

(Corporate Seal)

Sworn to and subscribed before me, a Notary Public
this _____ day of _____, 2006.

Print Name: _____
Notary Public State of Florida Large
My Commission Expires:

BILL OF SALE OF UTILITY SYSTEM

KNOW ALL MEN BY THESE PRESENTS that **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter "Seller") for the sum of **TEN DOLLARS (\$10.00)** and other good and valuable considerations paid by **CLAY COUNTY UTILITY AUTHORITY**, (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, that effective this _____, day of _____, 2007 (date of Final Inspection), has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Purchaser, its successors and assigns, the water and wastewater utility lines and facilities, which are to be owned and maintained by Purchaser, per Developer Agreement CU04/05-20, dated July 21, 2005, identified by the plans for "Elementary School "V", prepared by Mittauer & Associates, Inc., Job No. 9806-02-1 (hereinafter "Utility system").

(1) All easements, licenses, rights-of-way and consents owned by Seller for the construction, operation and maintenance of the Utility System.

(2) All prints, plans, record drawings, as-built drawings, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by Purchaser for the operation of the Utility System.

(3) All warranties by third parties respecting the Utility System, including professional engineering warranties.

Seller, its successors and assigns, hereby covenants that it is the lawful owner of the above referenced property, that the above referenced property is free and clear of all liens and encumbrances and that it has good right to, and hereby does, sell the same to the Purchaser, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Seller has caused the names of its officers to be hereunto subscribed this 15th, day of March, 2007.

ATTEST:

Secretary
Print Name: _____

DEVELOPER:
THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA, a political subdivision of the State of Florida

By: _____
Print Name: CAROL VALLENCOURT

Title: Chairman

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CLAY

This instrument was acknowledged before me this _____, day of _____, 2007,
by _____, as _____, of **THE SCHOOL BOARD
OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, who is personally known
to me or has produced _____, as
identification and did (did not) take an oath.

Print Name: _____
Notary Public
State of Florida at Large
My Commission Expires:

(SEAL)

VALUE OF ACCEPTANCE REPORT

Date: March 2, 2006

PROJECT: Coppergate Elementary School "V"

Dear Sir or Madam:

In order to facilitate distribution of asset value to Clay County Utility Authority's records on County water and sewer dedication projects, please submit the information shown below. The information should be readily available to you and will greatly expedite our processing of as-built drawings and the final acceptance of the facilities you are dedicating to the Clay County Utility Authority.

	<u>EST. USE LIFE</u> <u>(COUNTY USE ONLY)</u>	<u>AMOUNT</u>
WATER DISTRIBUTION SYSTEM:		
Mains (Quantity, Size, Description & Value)		
(a)	562LF 12" SDR-21 PVC	\$20,232.00
(b)	924LF 8" SDR-21 PVC	22,176.00
(c)	24LF 6" SDR-21 PVC	432.00
(d)	5LF 4" SDR-21 PVC	60.00
Valves (Quantity, Size, Description & Value)		
(a)	1-12" G/U	2,065.00
(b)	1- 8" G/U	1,052.50
(c)	2- 6" G/U	1,505.00
(d)	3- 4" G/U	1,807.50
Hydrants, (Quantity, Size, Description & Value)		
(a)	1- FIRE HYD.	2,900.00
Services (Quantity, Size, Description & Value)		
(a)		
(b)		
	SUBTOTAL:	<u>\$52,230.00</u>
SANITARY SEWER COLLECTION SYSTEM		
Mains (Quantity, Size, Description & Value)		
(a)	22LF 8" SDR-35 PVC	528.00
(b)		
(c)		
(d)		
Manholes (Quantity, Size, Description & Value)		
(a)		
Sewer Services (Quantity, Size, Description & Value)		
(a)		
(b)		
(c)		

VALUE OF ACCEPTANCE REPORT

	EST. USE LIFE
<u>(COUNTY USE ONLY)</u>	<u>AMOUNT</u>

Sewer Force Mains (Quantity, Size, Description & Value)

- (a)
- (b)

WASTEWATER LAND & LAND RIGHTS (If Applicable):

- (a) Pump Station Site -

PUMPING STATION STRUCTURES AND IMPROVEMENTS:

(Describe structures-submersible, aboveground, can, etc.)

- (a) Improvements
- (b) Fence
- (c) Wetwell
- (d) Pump-out assembly with box
- (e) Pump house

SEWER PUMP STATION (If applicable),

(Quantity, Description & Value):

- (a) Submersible Pump Station, pumps & equipment
- (b) Aboveground Pump Station equipment & piping

SUBTOTAL	\$ <u>528.00</u>
----------	------------------

RECLAIMED WATER SYSTEM:

Mains (Quantity, Size, Description & Value)

- (a)
- (b)
- (c)

Valves (Quantity, Size, Description & Value)

- (a)
- (b)
- (c)

Services (Quantity, Size, Description & Value)

- (a)
- (b)
- (c)

TOTAL:	\$ <u>52,758.00</u>
--------	---------------------

CONTRACTOR'S WARRANTY

TO DEVELOPER: THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
925 Center Street
Green Cove Springs, Florida 32043

FROM CONTRACTOR: GRADE ONE SITE & UTILITY, INC.
P.O. Box 8849
Fleming Island, Florida 32006-8849

PROJECT: Coppergate Elementary School "V"

CONTRACTOR hereby warrants all materials and workmanship furnished for the water and sanitary sewer installations for the above-referenced project, against any defects for a period of two (2) years from the _____ day of _____, 2006 (date of Final Inspection) and consent to its assignment as provided below. This Warranty also includes the "as-built" data recorded on the as-built drawings for this project.

This Warranty includes all expenses incurred in servicing or replacing defective equipment, including cost of all parts, labor and/or replacement equipment.

This Warranty does not apply to any of the above equipment which has been subjected to misuse, improper storage, neglect, accident, acts of God and/or alterations or repairs by other than factory or the Guarantor's authorized service personnel. Nor does it cover expenses incurred for service requested by the DEVELOPER on equipment which does not prove defective.

Date: 3.1.07

CONTRACTOR:
GRADE ONE SITE & UTILITY, INC.


Print Name: CHARLES PACE

Title: Owner / President

DEVELOPER ASSIGNMENT OF WARRANTY

DEVELOPER hereby assigns the above-referenced **CONTRACTOR'S WARRANTY** covering "Coppergate Elementary School V" to the **CLAY COUNTY UTILITY AUTHORITY**, for its use during the Warranty period.

DEVELOPER and **CLAY COUNTY UTILITY AUTHORITY**, understand and agree that the assignment of this Warranty does not reduce or eliminate the Developer's responsibility for the water and sanitary sewer systems during the warranty period for "Coppergate Elementary School V".

Date: March 15, 2007

DEVELOPER:
THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA, a political subdivision of the State of Florida

(Corporate Seal)

By: _____
Print Name: CAROL VALLENCOURT

Title: Chairman

Prepared under the direction of,
Record and return to:
Grady H. Williams, Jr., Esq.
c/o Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

GRANT OF EASEMENT

(Corporation)

Parcel No.: 32-04-25-008101-049-00
Project Name: Coppergate Elementary School "V"

THIS INDENTURE, made this 15th day of March, A.D. 2007, BETWEEN **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter called **GRANTOR**, whose mailing address is 925 Center Street, Green Cove Springs, Florida 32043, and the **CLAY COUNTY UTILITY AUTHORITY**, hereinafter called **GRANTEE**, whose business address is 3176 Old Jennings Road, Middleburg, Florida 32068-3907.

WITNESSETH: That GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the GRANTEE, its successors and assigns forever an unobstructed right-of-way and easement with the right, privilege and authority to said GRANTEE, its successors and assigns, to construct, operate, lay, maintain, improve and/or repair associated equipment for water, wastewater, and/or reclaimed water utilities, any or all, on, along, over, through, across or under the following described land, situate in Clay County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER, with the right of said GRANTEE, its successors and assigns, of ingress and egress, to and over said above described premises, and for doing anything necessary or useful or convenient or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted. GRANTOR does hereby fully warrant the title to the Grant of Easement described herein, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be executed in its name by its authorized officers and caused its Corporate Seal attested by its Secretary to be hereto affixed the day and year first above written.

Signed and Sealed in our Presence:

THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA, a political subdivision of the State of Florida

Witness: _____
Print Name: _____

By: _____
Print Name: CAROL VALLENCOURT

Witness: _____
Print Name: _____

Title: Chairman

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this _____, day of _____, 2007, by _____, as _____, of **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, who is personally known to me or has produced _____, as identification.

Print Name: _____
Notary Public in and for the
County and State Aforesaid
My Commission Expires:

Accepted on behalf of the Clay County Utility Authority.

By: _____
Ray O. Avery, Executive Director

Coppergate Elementary School "V"

EXHIBIT "A"

15.00 FOOT EASEMENT FOR INGRESS AND EGRESS

A PORTION OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF LOT 211, OF COPPERGATE UNIT FOUR B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, PAGES 22 THRU 26, OF THE PUBLIC RECORDS OF SAID COUNTY SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF ELEMENTARY DRIVE (COUNTY ROAD 209 EXTENDED); THENCE SOUTH 71 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 29.71 FEET TO A POINT OF CURVE TO THE RIGHT AND HAVING A RADIUS OF 579.50 FEET; THENCE ALONG AND AROUND SAID CURVE TO THE RIGHT AND SAID SOUTHERLY RIGHT OF WAY LINE, AN ARC DISTANCE OF 723.05 FEET TO THE NORTHEAST CORNER OF LOT 27, OF SHANNON LAKE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGES 15 THRU 17, OF THE PUBLIC RECORDS OF SAID COUNTY AFORESAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35 DEGREES 55 MINUTES 16 SECONDS EAST, 677.06 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 27, 15.00 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT AND HAVING A RADIUS OF 564.50 FEET; THENCE ALONG AND AROUND SAID CURVE TO THE LEFT AN ARC DISTANCE OF 704.29 FEET TO A POINT OF TANGENT SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35 DEGREES 55 MINUTES 25 SECONDS WEST, 659.49 FEET; THENCE NORTH 71 DEGREES 39 MINUTES 57 SECONDS WEST, 8.67 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 45 SECONDS EAST, 81.29 FEET; THENCE SOUTH 77 DEGREES 32 MINUTES 30 SECONDS WEST, 15.32 FEET TO A POINT ON THE EAST LINE OF COPPERGATE UNIT FOUR B; THENCE NORTH 00 DEGREES 42 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE 106.19 FEET TO THE POINT OF BEGINNING.