

RESOLUTION NO. 2000-106

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENT FOR UTILITIES FOR THE WATER AND SEWER IMPROVEMENTS SERVICING PARCELS 3 & 5 OF THE SAINT JOHNS SIX MILE CREEK NORTH PARCEL.

WHEREAS, SJ Land Associates, LLC, has executed and presented to the County the Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, a Bill of Sale conveying all the personal property associated with the sewage collection and potable water distribution system servicing Parcels 3 & 5 of the Saint Johns Six Mile Creek North Parcel has also been executed and is attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the Easement for Utilities and Bill of Sale; and

WHEREAS, acceptance of the easement better serves the health, safety and welfare of the citizens.

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

Section 1. The above-described Easement for Utilities and Bill of Sale, attached hereto is hereby approved.

Section 2. The Clerk is instructed to record the original Easement for Utilities and Bill of Sale in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 8th day of August, 2000.

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

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia A. Grande
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES
SIX MILE CREEK NORTH
[PARCELS 3 AND 5 AND ASSOCIATED IMPROVEMENTS]

THIS EASEMENT executed and given this 12 day of MAY, 2000, by **SJ LAND ASSOCIATES, LLC**, with an address of c/o Davidson Development, Inc., 101 East Town Place, Suite 200, St. Augustine, Florida 32092, hereinafter called "Grantor," to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P. O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree 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 and sewer collection system, (including lift stations if applicable) 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 on and over 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.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record including but not limited to those set forth on Exhibit "B" attached hereto.

(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. 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. 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.

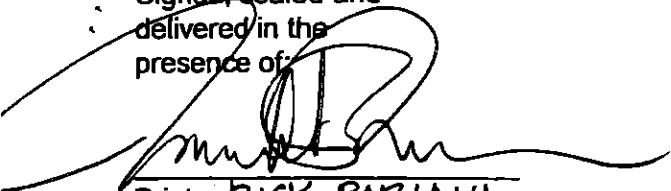
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such 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. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit 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:



Print: RICK PARIANI



Print: Diana Kabel

SJ LAND ASSOCIATES, LLC., a Delaware limited liability company

By: SJ LAND COMPANY, its managing member

By: 

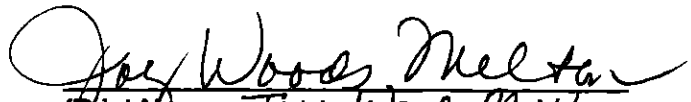
James E. Davidson, Jr.
Executive Vice President
Development Administration

[CORPORATE SEAL]

STATE OF Florida)
COUNTY OF Polk)SS

The foregoing instrument was acknowledged before me this 12 day of May 2000, by JAMES E. DAVIDSON, JR., as Executive Vice President of Development Administration of SJ LAND COMPANY, the managing member of SJ LAND ASSOCIATES, LLC, a Delaware Limited Liability Company, on behalf of the company.

JOY WOODS MELTON
Notary Public, State of Florida
My comm. exp. Dec. 6, 2002
Comm. No. CC795075



(Print Name Joy Woods Melton)
NOTARY PUBLIC, State of _____

Florida at Large
Commission # _____

My Commission Expires:
Personally Known
or Produced I.D. _____

[check one of the above]
Type of Identification Produced _____

EXHIBIT A

THE EASEMENT AREA GRANTED BY THIS DOCUMENT SHALL INCLUDE THE RIGHT-OF-WAY OF THE FOLLOWING LISTED PROJECT ROADS AND DRIVES AS WELL AS THE AREA AND TRACTS LISTED BELOW, WHICH ARE PART OF THE SAINT JOHNS SIX MILE CREEK NORTH UNIT 1 PLAT, RECORDED MAP BOOK 37, PAGES 21-44 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ("PLAT"). THE EASEMENT AREA SHALL NOT INCLUDE THE DRIVEWAYS TO INDIVIDUAL HOMES EXCEPT FOR THE PART OF SUCH DRIVEWAYS WITHIN ROAD RIGHT-OF-WAYS. THE FOLLOWING ROADS WITHIN THE PLAT ARE PART OF THE EASEMENT AREA FOR THE PURPOSES OF THIS DOCUMENT:

FRONTIER STREET, SPLIT CREEK DRIVE, FORTRESS STREET, BARRINGTON CIRCLE AND BERESFORD DRIVE.

THE EASEMENT AREA FOR THE PURPOSE OF THIS DOCUMENT SHALL ALSO INCLUDE THE UTILITY EASEMENT SHOWN ON THE PLAT OVER LOT 12 OF BLOCK 5 OVER LOTS 46 AND 47 OF BLOCK 3, TRACT 5B AND TRACT 5C EXCEPT FOR THE EASTERNMOST 100' AND THE WESTERNMOST 100' OF TRACT 5C.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2000 and any taxes and assessments levied or assessed subsequent to the date hereof.
2. Mortgage and Security Agreement Securing a Development Loan from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., dated October 2, 1998 and recorded October 5, 1998 in Official Records Book 1353, page 1142, in the original principal amount of \$20,000,000.00.
3. Conditional Assignment of Rents, Leases, Revenues and Profits from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., dated October 2, 1998 and recorded October 5, 1998 in Official Records Book 1353, page 1171.
4. UCC-1 Financing Statement from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., recorded October 5, 1998 in Official Records Book 1353, page 1183, as amended.
5. Allocation of Development Rights dated July 20, 1998 by and among SJH Partnership, Ltd., a Florida limited partnership and Dunavant Enterprises, Inc., a Tennessee corporation and SJ Land Associates, LLC, a Delaware limited liability company, dated July 20, 1998 and recorded July 21, 1998 in Official Records Book 1335, page 340 of the public records of St. Johns County, Florida.
6. Saint Johns DRI Development Order approved under St. Johns County, Florida Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as further modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119 and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, page 205, and as further modified by Modification of Saint Johns Development of

Regional Impact Development Order on September 28, 1998, under Resolution 98-179 as noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883 and as further modified by Modification of Saint Johns DRI/Development Order Modification under Resolution 99-20, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1388, page 1323, as further modified by Saint Johns DRI/Development Order Modification under Resolution 99-173, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1459, page 983, all of the Official Public Records of St. Johns County, Florida.

7. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
8. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.
9. Impact Fee Credit Agreement (Road Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1596; Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 590; and Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 1826, all of the Public Records of St. Johns County, Florida.
10. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584, of the Public Records of St. Johns County, Florida.
11. Right of First Refusal Agreement between Dunavant Enterprises, Inc. and First Union National Bank dated June 26, 1998 and recorded July 2, 1998 in Official Records Book 1330, page 1105, of the public records of St. Johns County, Florida; and Letter Agreement dated June 26, 1998 between Dunavant Enterprises, Inc. and First Union National Bank.
12. SIX MILE CREEK WATER AND WASTEWATER CONNECTION FEE REIMBURSEMENT AGREEMENT recorded February 9, 1999, in Official Records Book 1384, page 1780 of the public records of St. Johns County, Florida.

EXHIBIT "B" TO RESOLUTION

BILL OF SALE

**UTILITY IMPROVEMENTS / SIX MILE CREEK NORTH
PARCELS 3 AND 5 AND ASSOCIATED IMPROVEMENTS**

SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, 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:

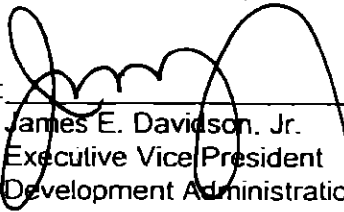
The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system (the "Improvements") for portions of Six Mile Creek North within the Saint Johns project. All of the Improvements are included on approved construction plan drawings prepared by England Thims & Miller, titled Six Mile Creek North Parcels 3, 5, 7 and 8, last revision date of February 24, 1999 and marked approved by St. Johns County on April 28, 1999 (the "Plans"). Portions of the Improvements are lying within the right-of-ways of Frontier Street, Split Creek Drive, Fortress Street, Barrington Circle and Beresford Drive, over Lot 12 of Block 5 over Lots 46 and 47 of Block 3, Tract 5B and Tract 5C except for the easternmost 100' and the westernmost 100' of Tract 5C, all as shown on the Saint Johns Six Mile Creek North Unit 1 Plat recorded at Map Book 37, pages 21-44 of the public records of St. Johns County, Florida. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

SJ Land Associates, LLC does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right 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, SJ Land Associates, LLC has caused this instrument to be duly executed and delivered by its duly authorized officer on this 12 day of MAY, 2000.

SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

By: **SJ LAND COMPANY**, its managing member

By: 
James E. Davidson, Jr.
Executive Vice President
Development Administration

[CORPORATE SEAL]

SCHEDULE A

SIXMILE CREEK NORTH - PARCEL 3 St. Johns County Utility Department Bill of Materials

POTABLE WATER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	8" DR25 PVC	3,880	LF
2	4" DR25 PVC	221	LF
3	2" DR25 PVC	318	LF
4	8" Gate Valve	6	EA
5	4" Gate Valve	2	EA
6	2" Gate Valve	1	EA
7	8" 45 degree bend	4	EA
8	8" 11 1/4 degree bend	30	EA
9	8" x 8" Tee	1	EA
10	8" x 4" Reducing Tee	3	EA
11	4" 45 degree bend	2	EA
12	4" 11 1/4 degree bend	1	EA
13	4" x 2" Reducer	3	EA
14	Fire Hydrant Assemblies	5	EA
15	Flushing Hydrants	3	EA
16	Restraining Joints	1	LS

SANITARY SEWER

1	8" Sewer Pipe	4,159	LF
2	Manholes	22	EA

SCHEDULE A

SIXMILE CREEK NORTH - PARCEL 5 St. Johns County Utility Department Bill of Materials

POTABLE WATER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	8" DR25 PVC	796	LF
2	6" DR25 PVC	1,168	LF
3	4" DR25 PVC	300	LF
4	2" DR25 PVC	211	LF
5	8" Gate Valve	2	EA
6	4" Gate Valve	2	EA
7	8" 45 degree bend	4	EA
8	8" x 8" Tee	1	EA
9	8" x 6" Reducer	2	EA
10	6" x 4" Reducer	2	EA
11	4" 11 1/4 degree bend	2	EA
12	4" x 2" Reducer	2	EA
13	2" 45 degree bend	2	EA
14	Fire Hydrant Assemblies	4	EA
15	Flushing Hydrants	2	EA
16	Restraining Joints	1	LS

SANITARY SEWER

1	Lift Station No. 3	1	LS
2	8" Sewer Pipe	2,309	LF
3	Manholes	10	EA

