

RESOLUTION NO. 2000-65

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES FOR ACCESS, INSTALLATION AND MAINTENANCE OF WATER AND SEWER LINES FOR OCEAN PALMS PUD-PHASE 2 AND MAGNOLIA DUNES SUBDIVISION.

WHEREAS, St. Augustine Development Corporation and Magnolia Dunes LLC, have executed and presented to the County Easements for Utilities, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, for water and sewer service for Ocean Palms PUD-Phase 2 and Magnolia Dunes Subdivision.

WHEREAS, Bills of Sale conveying all the personal property associated with Ocean Palms PUD-Phase 2 and Magnolia Dunes Subdivision have also been executed and presented and are attached hereto as Exhibit "C" and Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, acceptance of these easements 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 acceptance of the above described Easements for Utilities and the equipment thereon are hereby approved.

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

PASSED AND ADOPTED, this 9th day of May, 2000.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeStande
Deputy Clerk

This instrument prepared by
and return to:
John L. Whiteman, Esquire
Rogers, Towers, Bailey, Jones & Gay, P.A.
170 Malaga Street, Suite A
St. Augustine, FL 32084

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT is executed and given this ____ day of March, 2000, by **ST. AUGUSTINE DEVELOPMENT CORPORATION**, a Florida corporation, with an address of 509 Anastasia Blvd., St. Augustine, Florida 32084, 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.

2. Grantor does hereby warrant that the easement herein granted is free and clear of covenants, restrictions, easements, liens and encumbrances, except zoning and other regulations imposed by governmental authorities having jurisdiction, real estate taxes, all encumbrances, liens, easements, dedications, agreements, licenses, restrictions, rights of way and other matters of record, and all rights existing as of the date hereof for access to or use of the Easement Area, but such recitals shall not operate to reimpose the same.

3. By its acceptance of the easement granted hereby, Grantee hereby agrees as follows:

(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 shall 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 in whole or in part 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 so designated by Grantor and Grantee.

(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.

(e) Grantee shall maintain all 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 responsibility for maintenance of sewer service laterals. 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 potable water utility system.

(f) After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are hereby 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 Easement for Utilities shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

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

Signed, sealed and delivered
in the presence of:

ST. AUGUSTINE DEVELOPMENT
CORPORATION, a Florida corporation

Shari K. Brousianos
Print Name: SHARI K BROUSIANOS

By: [Signature]
Robert H. Hahnemann
Its President

[Signature]
Print Name: LISA DUDL

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28 day of March, 2000, by Robert H. Hahnemann, the President of ST. AUGUSTINE DEVELOPMENT CORPORATION, a Florida Corporation, on behalf of the corporation, who is personally known to me.

Shari K. Brousianos
Print Name: SHARI K. BROUSIANOS
Notary Public, State of Florida at Large
Commission #
Commission Expires:

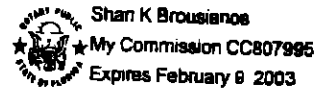


EXHIBIT "A"

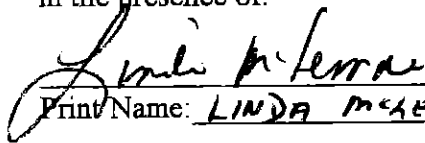
EASEMENT AREA


The Easement Area shall include all project roads, drives, and all areas designated as utility easements or as being reserved for utilities, all as depicted on the plat of Ocean Palms, Phase Two, recorded in Map Book 38, Pages 12 through 20, of the Public Records of St. Johns County, Florida. The Easement Area shall not include driveways to individual homes, except for the part of such driveways that are located within the areas designated by said plat as utility easements or as being reserved for utilities. Further, the Easement Area shall not include any area now or hereafter made subject to a Conservation Easement granted pursuant to Section 704.05, Florida Statutes or any similar statute, rule or ordinance.

CONSENT AND JOINDER

AMSOUTH BANK, a national banking association, as holder of that certain Mortgages and Security Agreements recorded in Official Records Book 1330, Page 554, and Official Records Book 1340, Page 758, both of the Public Records of St. Johns County, Florida, encumbering the real property described on the attached Exhibit "A", has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the Easement for Utilities to which this Consent and Joinder is attached.

Signed, sealed and delivered
in the presence of:


Print Name: LINDA MCLEMORE

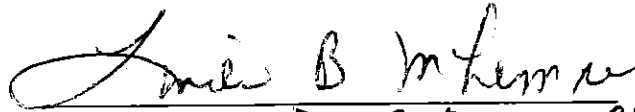

Print Name: JAN RENFROE

AMSOUTH BANK, a National Banking
Association

By: 
Gary Hollifield
Its Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of March, 2000, by Gary Hollifield, as Vice President of AMSOUTH BANK, a national banking association, on behalf of the bank, who is personally known to me.


Print Name: LINDA B. MCLEMORE
Notary Public, State of Florida at Large
Commission #
Commission Expires:

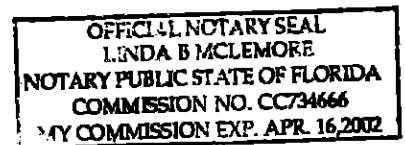


EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 25TH day of FEBRUARY, 1999, by MAGNOLIA DUNES LLC., with an address of P.O. Box 2000, Palatka, Florida 32178, 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 confer 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.

© 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, by 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 purpose of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any area 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:

MAGNOLIA DUNES LLC

Christian Clayton
Print Name Christian Clayton

Kathryn A Clapp
By: KATHRYN A CLAPP

Pamela C. Evans
Print Name Pamela C. Evans

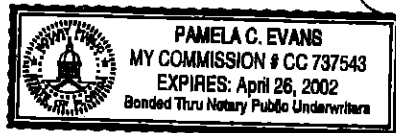
Joan M Brush
By: JOAN M BRUSH

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 25th day of February, 1998, by Joan M. Brush and Kathryn A. Clapp, as Members of Magnolia Dunes, LLC, on behalf of the Limited Liability Company.

Pamela C. Evans



NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

Personally known ✓
or Produced I.D. _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day personally appeared before me, a managing partner of Magnolia Dunes LLC., a Florida limited liability corporation, duly authorized to administer oaths and take acknowledgments, Joan M. Brush and Kathryn A. Clapp who is personally known to me or who produced _____ as identification, to me well known to be the person described in and who executed the foregoing Bill of Sale, and he acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at St. Augustine, County of St. Johns and State of Florida 25th day of February, 1998.9 pe

Pamela C. Evans
Notary Public, State of Florida
at Large

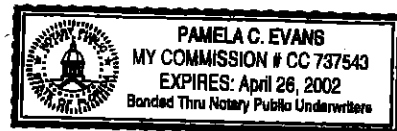


EXHIBIT A

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives all areas designated "utility easement areas", all within the plat of MAGNOLIA DUNES SUBDIVISION, recorded in Map Book 31, pages 83-87 of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways within the areas designated "utility easement areas"

This instrument prepared by:
John L. Whittehan, Esquire
Rogers, Towers, Bailey, Jones & Gay, P.A.
170 Malaga Street, Suite A
St. Augustine, FL 32084

EXHIBIT "C" TO RESOLUTION

BILL OF SALE

UTILITY IMPROVEMENTS FOR OCEAN PALMS

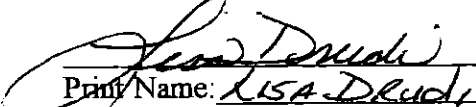
ST. AUGUSTINE DEVELOPMENT CORPORATION, a Florida corporation (the "Grantor", for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers 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 for Ocean Palms, Phase Two, lying within the right-of-way of the roads shown by the plat of Ocean Palms, Phase Two, recorded in Map Book 38, Pages 12 through 20, of the Public Records of St. Johns County, Florida, and also within the utility easement areas shown on said plat of Ocean Palms, Phase Two, all in St. Johns County, Florida.

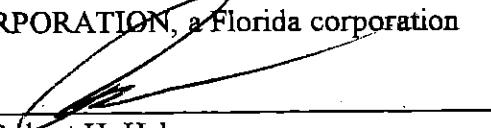
Grantor does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

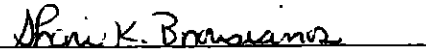
IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and delivered by its duly authorized officer on this 28 day of March, 2000.

Signed, sealed and delivered
in the presence of:


Print Name: LISA DRUDI

ST. AUGUSTINE DEVELOPMENT
CORPORATION, a Florida corporation

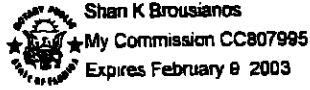
By: 
Robert H. Hahnemann
Its President


Print Name: SHARI K BROUSSARD

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28 day of March, 2000, by Robert H. Hahnemann, the President of ST. AUGUSTINE DEVELOPMENT CORPORATION, a Florida Corporation, on behalf of the corporation, who is personally known to me.

Shari K. Brousianos
Print Name: SHARI K BROSIANOS
Notary Public, State of Florida at Large
Commission #
Commission Expires:



Coastline Utility Contractors, Inc.

Underground Utility &
Excavation And
General Contractors.

Post Office Box 2956
Ponte Vedra Beach, Florida
32004

**A Subsidiary Of Brown & Luke
Contracting, Inc.**

Lic. # CU-CO55708
Lic. # CG-CO57222

Glenn C. Kuehn

Phone: (904) 285-7079
Fax: (904) 285-0512

Ocean Palms Phase II

Water and Sewer System Dedicated to St. Johns County

Contractor Values of Improvements dedicated to St. Johns County

Gravity Sewer System:

100 LF 10" PVC MAIN	\$ 3,000.00
4,375 LF 8" PVC MAIN	\$ 126,875.00
23 EACH MANHOLES	\$ 50,255.00

Water Distribution System:

800 LF 2" PVC PIPE	\$ 3,280.00
40 LF 4" PVC PIPE	\$ 520.00
3,275 LF 6" PVC PIPE	\$ 17,685.00
1,280 LF 8" PVC PIPE	\$ 10,240.00
5 EACH FIRE HYDRANTS	\$ 10,000.00

The above values include labor, materials, and contractor's overhead and profit but exclude individual water and sewer service, and as-builts.

EXHIBIT "D" TO RESOLUTION

BILL OF SALE

UTILITY IMPROVEMENTS / MAGNOLIA DUNES

MAGNOLIA DUNES LLC. , A Florida Limited Liability Corporation, for and in consideration of the sum of TEN and no/100 (\$10.00) 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 for Magnolia Dunes Subdivision located at SR3/A1A St. Augustine Beach, Florida 32084. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

Magnolia Dunes 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, Magnolia Dunes LLC has caused this instrument to be dully executed and delivered by its duly authorized officer on this 25th day of February, 1999.

Signed, Sealed and
Delivered in the
presence of:

MAGNOLIA DUNES LLC
a Florida Limited Liability Corporation

By [Signature]
Managing Partner

By [Signature]
Managing Partner

[Signature]
Witness

[Signature]
Witness

Schedule "A"

Magnolia Dunes

Water Distribution System

a) 1,390 LF. 8" PVC (SDR-26) water main	\$ 22,935.00
b) 1,610 LF 6" PVC (SDR-26) water main	\$ 20,125.00
c) 3 - 6" Fire Hydrants	\$ 5,700.00
d) 26 Double Water Service	\$ 7,800.00
e) Single Water Service	\$ 300.00
f) 3-8" Gate Valves	\$ 2,400.00
g) 3-6" Gate Valves	\$ 1,800.00

Total Water Distribution System \$ 60,520.00

Sanitary Sewer Collection and Distribution System

Mains

a) 2,553 LF 8" PVC (SDR-26)	\$ 38,295.00
b) 270 LF 6" PVC (DR-18) Force Main	\$ 4,320.00

Manholes

a) 11 Ea. 4' Diameter	\$ 22,000.00
b) 1 ea. 4' Diameter w/sewper coat	\$ 4,080.00

Pumping Station

a) Gorman-Rupp T3A3-B Above Ground Pumping Station - 7.5 hp.	\$ 65,000.00
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**TOTAL SANITARY SEWER COLLECTION
AND DISTRIBUTION SYSTEM \$ 133,695.00**

**TOTAL WATER AND SEWER COLLECTION
AND DISTRIBUTION SYSTEMS \$194,215.00**

CONSENT AND JOINDER

FIRST FEDERAL SAVINGS & LOAN OF PUTNAM COUNTY a banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1230, page 246 of the public records of St. Johns County, Florida encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, Sealed and Delivered in the presence of:

First Federal Savings & Loan of Putnam County

[Signature]
Print Name Secretary

[Signature]
By: _____

William E. Dew
Print Name William E. Dew

STATE OF FLORIDA
COUNTY OF ST JOHNS

The foregoing instrument was acknowledged before me this 24th day of MARCH, 1998, by W. H. CAMPBELL, as ASST. VICE PRESIDENT of FIRST FEDERAL SAVINGS + LOAN ASSN. OF PUTNAM Co., on behalf of the ASSOCIATION.

Nancy F. Lee
NOTARY PUBLIC
State of FLORIDA at Large

Commission # _____
My Commission Expires:  _____
Nancy F. Lee.
MY COMMISSION # CC687205 EXPIRES
December 10, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

Personally Known _____
or Produced I.D. _____
Type of Identification Produced _____