

RESOLUTION NO. 2002- 106

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO WHISPERING OAKS SUBDIVISION PHASE III.

WHEREAS, Anastasia Land Corporation, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water service to Whispering Oaks Subdivision Phase III; and

WHEREAS, Bill of Sale conveying all personal property associated with the water system 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 documents mentioned above as stated in letter attached hereto as Exhibit "C", 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 described Easement for Utilities and Bill of Sale, attached hereto, are hereby accepted.

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

PASSED AND ADOPTED this 11th day of June, 2002.

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

By: James E. Bryant

James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande
Deputy Clerk

RENDITION DATE 6-14-02

Exhibit "A" to Resolution
EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 1st day of April, 2002, by ANASTASIA LAND CORPORATION, with an address of One First Lane, St. Augustine Beach, Florida 32080, 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 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 Water Lines and Associated Appurtenances 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 at 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 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. The Grantor shall retain ownership of the gravity sewer lines, sewer force mains and lift station, including the operation and maintenance of the entire system.

3. 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.

4. 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 or structures. 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.

5. This Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.

6. 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 THEREOF, 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 above first written.

Signed, Sealed and Delivered
IN THE PRESENCE OF:

ANASTASIA LAND CORPORATION

Max Royle

By: *Ralph L. Morris*
Ralph L. Morris, President

(Print Name) Max Royle

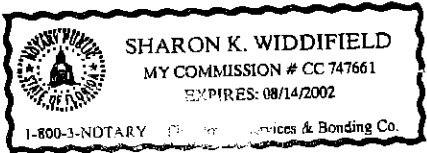
Sam Muffitt

(Print Name) Sam Muffitt

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2nd day of April, 2002, by RALPH L. MORRIS as president of ANASTASIA LAND CORPORATION.

Sharon K. Widdifield
(Print Name) Sharon K. Widdifield



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

Personally known _____
or produced I.D. FL Driver License
[check one of the above]
Type of Identification Produced
above

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 WHISPERING OAKS SUBDIVISION, PHASE III, recorded in Map Book 41, Pages 18 & 19, 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."

EXHIBIT B

No existing covenants, restrictions, easements, liens or encumbrances exist on the property at present.

Exhibit "B" to Resolution
BILL OF SALE

THAT ANASTASIA LAND CORPORATION, a Florida corporation, conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable considerations to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered unto the party of the second part, the extension to the Utility System (constructed by the party of the first part) of the complete water system located on the following described real property:

Whispering Oaks, Phase III, Madrid & Spanish Oak Court, as recorded in Map Book 41, Pages 18-19.

Party of the first part hereby warrants and represents that it has all the requisite right and authority to make this conveyance, and that the extension is free from all liens and other encumbrances, and that contractors, subcontractor and materialmen furnishing labor or materials relative to the construction of the Extension have been paid in full, but except for the foregoing warranties or other expressed warranties given in writing, party of the first part makes no representation or warranties whatsoever, express or implied, and this conveyance as is.

TO HAVE AND TO HOLD the same unto party of the second part, it successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name this 2 day of April, 2002.

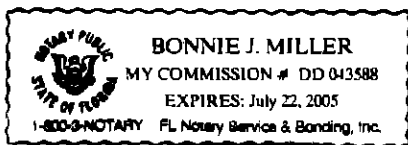
WITNESSES:

ANASTASIA LAND CORPORATION
a Florida corporation

By: [Signature]
Ralph L. Morris, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2 day of April, 2002, by Ralph L. Morris, as President for ANASTASIA LAND CORPORATION, who is personally known to me.



[Signature]
Notary Public
My Commission Expires On: 7/22/2005

WHISPERING OAKS III SCHEDULE OF VALUES
April 1, 2002

~~Sanitary Sewer~~

Sanitary Sewer Manholes	3 x \$2,375.66 =	\$ 7,126.98
8" PVC SDR - 35 Main	574 lf @ \$14.60 =	8,380.40
10" PVC SDR - 35 Main	376 lf @ \$29.68 =	11,171.94
Sanitary Sewer Services	18 @ \$492.76 =	8,869.68

Total Sewer \$35,539.00

WATER ONLY

Water System

8" PVC - DR-25 Main w/Valves & Bends

965 lf x \$24.00 per ft = \$23,160.00

4" PVC - DR-a5 Main w/Valves & Bends

275 lf x \$6.60 per ft = 1,815.00

1 12" x 8" Wet Tap

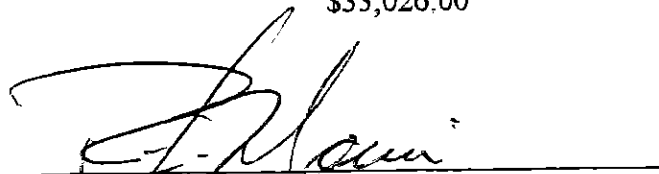
40 lf 18" PVC Sleeve = 8,051.00

8 Double Services

2 Single Services

1 2" Flush Valve & Box

Total Water \$33,026.00



R.L. Morris, President
R.L. Morris Development Corporation



Exhibit "C" to resolution
ST. JOHNS COUNTY
UTILITY DEPARTMENT
2175 Mizell Road
P.O. Drawer 3006
St. Augustine, Florida 32085-3006

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 Coordinator
FROM: Herbert A. Van Der Mark
Construction Manager of Utilities *HAV*
SUBJECT: "Easements for Utilities", Whispering Oaks Subdivision, Phase III
DATE: May 7, 2002

Please find attached "Easement for Utilities" for the above referenced development. The easement is for water only and the construction has been completed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards and Specifications.

The attached documents have been reviewed by the St. Johns County Utility Department.

The Florida Department of Environmental Protection - Certification of Construction Completion Forms have been filed with the Florida Department of Environmental Protection and the acceptance letters for placing the water system in service has been received.