

RESOLUTION NO. 2002- 124

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO PONCE HARBOR APARTMENTS AKA MATANZAS WOODS.

WHEREAS, Ponce Harbor Partners, Ltd., A Florida Limited Partnership, 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 and sewer service to Ponce Harbor Apartments AKA Matanzas Woods; and

WHEREAS, The Bill of Sale conveying all personal property associated with the water and sewer 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 9th day of July, 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 7-12-02

Prepared by and return to:

Dean C. Price II, Esq.
CED Capital Holdings
1551 Sandspur Road
Maitland, FL 32801

Reserved for Clerk of the Court

Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 5th day of April, 2002, by **PONCE HARBOR PARTNERS, LTD.**, a Florida limited partnership, with an address of 1551 Sandspur Road, Maitland, FL 32751, 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 Dollar (\$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 any 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.

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.

PONCE HARBOR PARTNERS, LTD., a Florida limited partnership

By: CED Capital Holdings 2000 I, L.L.C., a Florida limited liability company, its general partner

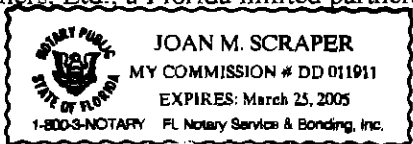
WITNESSES:

William O'Neil
Joan M. Scrapper

By: *[Signature]*
Tricia Doody, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of April, 2002, by Tricia Doody, Manager of CED Capital Holdings 2000 I, L.L.C., a Florida limited liability company, the managing general partner of Ponce Harbor Partners, Ltd., a Florida limited partnership. She is personally known to me and did not take an oath.



Joan M. Scrapper
Notary Public of the State of Florida
My Commission Expires: _____

CONSENT AND JOINDER

To

Easement for Utilities by **PONCE HARBOR PARTNERS, LTD.**
to **ST. JOHNS COUNTY, FLORIDA**
dated April 5, 2002

SOUTHTRUST BANK, an Alabama banking corporation ("Lender"), as holder of that certain Mortgage and Security Agreement dated as of May 1, 2001 and recorded on May 14, 2001 in Official Records Book 1600, Page 1878 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

SOUTHTRUST BANK, an Alabama banking
corporation


Jessica Lutz
Print: Jessica Lutz

Brian Maseley
Print: Brian Maseley

By: Nicholas F. Lenssen III
Name: Nicholas F. Lenssen III
Title: Vice President

STATE OF FLORIDA }
 }SS
COUNTY OF Orange }

The foregoing instrument was acknowledged before me this 11th day of April, 2002, by Nick Lenssen, as Vice President of SOUTHTRUST BANK, an Alabama banking corporation, on behalf of said banking corporation.

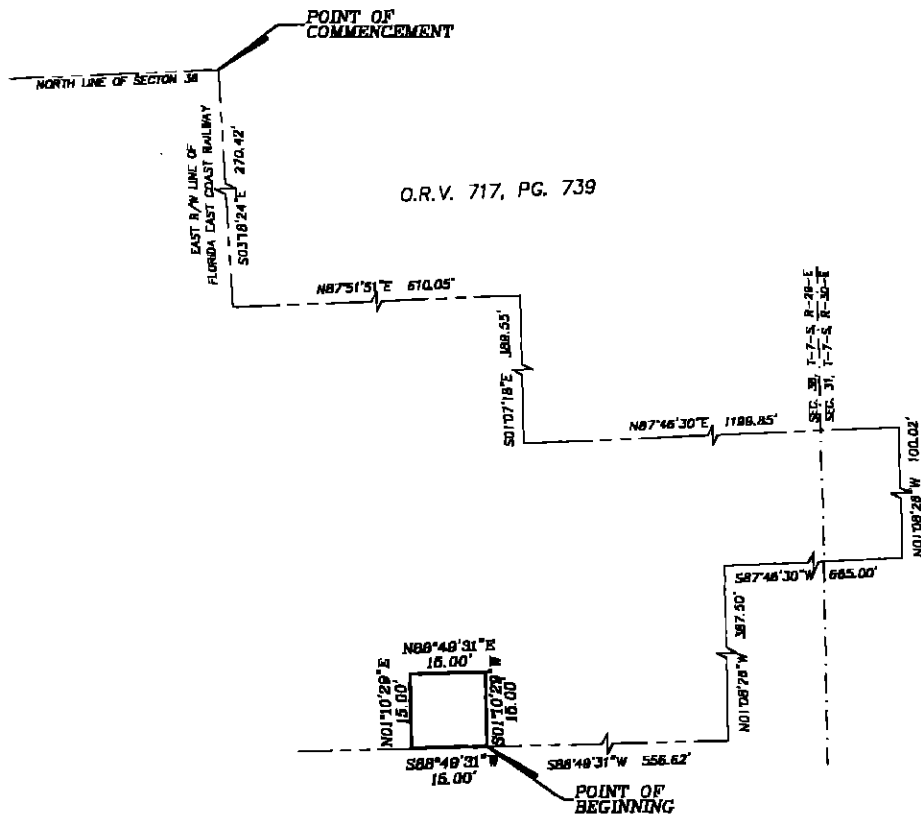
 Margaret Neal
My Commission DD043707
Expires July 22, 2005

Margaret Neal
(Print Name Margaret Neal)
State of Florida at Large
Commission # DD043707
My Commission Expires: 7/22/05
Personally Known
Or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

MAP SHOWING

A portion of Section 36, Township 7 South, Range 28 East, St. Johns County, Florida being more particularly described as follows: COMMENCING at the intersection of the North line of said Section 36, with the East right of way line of the Florida East Coast Railway (a 100 foot right of way); thence South 03°18'24" East, along said East right of way line, a distance of 270.42 feet to a concrete monument at the Southwest corner of those lands described in Official Records Volume 717, Page 739 of the Public Records of said County; thence North 87°51'51" East, along the Southerly line of said last mentioned lands, a distance of 610.05 feet; thence South 01°07'18" East, along the Westerly line of said last mentioned lands, a distance of 389.56 feet; thence North 87°48'30" East, along the Southerly line of said last mentioned lands, a distance of 1,199.85 feet to a point situate in the Westerly right of way line of State Road 5-5A/Old Maltris Road (a 66 foot right of way); thence South 01°08'26" East, along said Westerly right of way line, a distance of 100.02 feet; thence South 87°48'30" West, a distance of 865.00 feet; thence South 01°08'26" West, a distance of 387.50 feet to a point situate in the Northerly line of that certain Florida Power and Light Easement as recorded in Deed Book 192, Page 399 of said Public Records; thence South 88°49'31" West, along said Northerly easement line, a distance of 556.62 feet for a POINT OF BEGINNING; thence continue South 88°49'31" West along said last mentioned line, a distance of 15.00 feet; thence North 01°10'29" East, a distance of 15.00 feet; thence North 88°49'31" East, a distance of 15.00 feet; thence South 01°10'29" West, a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 226 square feet, more or less.



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

- NOTES**
1. Bearings are based on the CENTERLINE PCP'S (S01°08'26" E)
 2. This is a MAP SHOWING BOUNDARY SURVEY
 3. Elevations shown true (T.S.D.) refer to U.S. Coastal and Geodetic Survey Datum, National Geodetic Vertical Datum of 1928, (M.G.V.D. of 1928).
 4. By Graphic plotting only, the property shown herein lies within Zone as shown on the Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community-Panel Number Maps Revised date:
 5. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
 6. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown herein.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.S.	Licensed Surveyor
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	O.H.L.	Overhead Lines
R/W	Right of Way	F.M.	Field Memorandum
O.R.V.	Official Records Volume	R.A.	Radius equals
D.B.	Deed Book	Lr	Arc Length equals
Pp.	page	Ch.	Chord Bearing & Distance equals
B.R.L.	Building Restriction Line	Δ	Delta or Central Angle equals
Easmt	Easement	LP	Iron Pipe
		Conc.	Concrete

LEGEND

⊙	DEMONSTRATES CONCRETE MONUMENT	DATE	04-05-02
○	DEMONSTRATES FENCE	SCALE	1"=30'
○	DEMONSTRATES 1/2" FROM PIPE SET WITH CAP, R. MILLER & ASSOC.	JOB No.	DATE
○	DEMONSTRATES FROM PIPE FOUND (AS NOTED)	F.B.	DATE
x	DEMONSTRATES CROSS CUT	page	DATE
		Comp. File	DATE
		Drawn by	B.R.B.

RICHARD A. MILLER & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 8701 BEACH BLVD., SUITE #200
 JACKSONVILLE, FLORIDA 32216
 Fax (904) 721-5758
 Tele (904) 721-1226

THIS IS TO CERTIFY THAT THIS SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY, MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE USUAL TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 4817-4A (PREVIOUSLY CHAPTER 4817-40), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 403.04, FLORIDA STATUTES.

BY: *Richard A. Miller*
 RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 3848

EXHIBIT B
To
Easement for Utilities by **PONCE HARBOR PARTNERS, LTD.**
to **ST. JOHNS COUNTY, FLORIDA**
dated April 5, 2002

Liens and Encumbrances of Record

1. Multifamily Mortgage, Assignment of Rents and Security Agreement in favor of HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, a body corporate and politic organized and existing under the laws of the State of Florida, recorded on May 14, 2001 in Official Records Book 1600, Page 1781, as assigned to **CHASE MANHATTAN TRUST COMPANY, National Association**, as Trustee pursuant to that certain Assignment and Intercreditor Agreement dated as of May 1, 2001, and recorded May 14, 2001 in Official Records Book 1600, Page 1828 of the Public Records of St. Johns County, Florida
2. Mortgage and Security Agreement in favor of South Trust Bank, an Alabama banking corporation, dated as of May 1, 2001 and recorded on May 14, 2001 in Official Records Book 1600, Page 1878 of the Public Records of St. Johns County, Florida.
3. Forward Commitment Deposit Fee Multifamily Mortgage, Assignment of Rents and Security Agreement in favor of ARCS COMMERCIAL MORTGAGE CO., L.P., a limited partnership organized and existing under the laws of California, as recorded on May 14, 2001 in Official Records Book 1600, Page 1903 of the Public Records of St. Johns County, Florida

Exhibit "B" to Resolution

BILL OF SALE

Ponce Harbor Partners, Ltd., a Florida limited partnership, by CED Capital Holdings 2000 I, L.L.C., a Florida limited liability company, its general partner, 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 and by these presents does grant bargain, sell, transfer, set over and deliver unto the party of the second part, the complete water and/or wastewater system located on the real property described in Exhibit "A" attached hereto (being hereinafter collectively referred to as the "Extension").

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, subcontractors 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 the party of the second party, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name the day and year first above written.

PONCE HARBOR PARTNERS, LTD., a Florida limited partnership

By: CED Capital Holdings 2000 I, L.L.C., a Florida limited liability company, its general partner

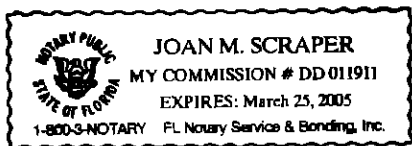
WITNESSES:

Guillermo Diaz
Joan M. Scrapper

By: *[Signature]*
Tricia Doody, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of April, 2002, by Tricia Doody, Manager of CED Capital Holdings 2000 I, L.L.C., a Florida limited liability company, the managing general partner of Ponce Harbor Partners, Ltd., a Florida limited partnership. She is personally known to me and did not take an oath.

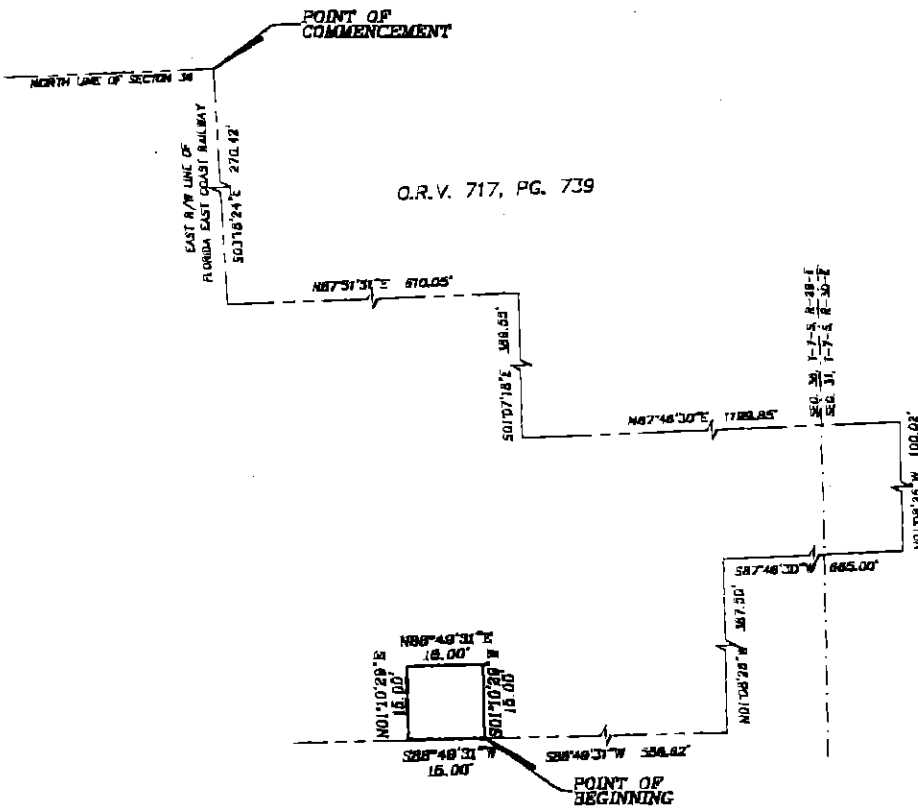


Joan M. Scrapper
Notary Public of the State of Florida
My Commission Expires: _____

MAP SHOWING

A portion of Section 38, Township 7 South, Range 28 East, St. Johns County, Florida being more particularly described as follows: COMMENCING at the intersection of the North line of said Section 38, with the East right of way line of the Florida East Coast Railway (a 100 foot right of way); thence South 83°16'24" East, along said East right of way line, a distance of 270.42 feet to a concrete monument at the Southwest corner of those lands described in Official Records Volume 717, Page 739 of the Public Records of said County; thence North 87°51'31" East, along the Southerly line of said last mentioned lands, a distance of 610.05 feet; thence South 01°07'18" East, along the Westerly line of said last mentioned lands, a distance of 389.55 feet; thence North 87°46'30" East, along the Southerly line of said last mentioned lands, a distance of 1,189.85 feet to a point situate in the Westerly right of way line of State Road S-8A/Old Maltrix Road (a 66 foot right of way); thence South 01°08'28" East, along said Westerly right of way line, a distance of 100.02 feet; thence South 87°46'30" West, a distance of 865.00 feet; thence South 01°08'28" West, a distance of 387.50 feet to a point situate in the Northerly line of that certain Florida Power and Light Easement as recorded in Deed Book 182, Page 399 of said Public Records; thence South 88°49'31" West, along said Northerly easement line, a distance of 558.82 feet for a POINT OF BEGINNING; thence continue South 88°49'31" West along said last mentioned line, a distance of 15.00 feet; thence North 01°10'28" East, a distance of 15.00 feet; thence North 88°49'31" East, a distance of 15.00 feet; thence South 01°10'28" West, a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 225 square feet, more or less.



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

NOTES

1. Bearings are based on the CENTERLINE PCP'S (SOUTH 2087).
2. This is a MAP SHOWING SECONDARY SURVEY.
3. Elevations shown (NAD) refer to U.S. Coastal and Geodetic Survey Datum, National Geodetic Vertical Datum of 1929, (N.G.V.D. of 1929).
4. By Graphic plotting only, the property shown herein lies within Zone as shown on the Federal Emergency Management Agency (F.E.M.A.), National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community-Pooled Number Map Revised date:
5. Unless otherwise noted, any portion of the parcel that may be deemed as held in by State or Governmental Agency, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
6. There may be Restrictions or Easements of Record obtained by title examination that have not been shown herein.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.S.	Licensed Surveyor
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	E.Q.P.	Equipment
P.T.	Point of Tangency	A.P.	Aspirator
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	C.H.L.	Overhead Lines
R/W	Right of Way	(F.M.)	Field Measurement
O.R.V.	Official Record Volume	N.S.	North Station
D.B.	Deed Book	L.S.	Asp Length Station
Pa.	Page	C.H.L.	Overhead Easement Distance Station
R.L.	Building Restriction Line	S.A.	Sight or Sighted Angle Station
Cont.	Contour	I.P.	Iron Pipe
		C.	Concrete

LEGEND	DATE
⊙	04-05-02
○	SCALE 1"=30'
⊙	JOB No.
○	DATE
⊙	F.B.
⊙	DATE
⊙	Comp. File
⊙	DATE
⊙	Drawn by
⊙	R.R.B.

RICHARD A. MILLER & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 8701 BEACH BLVD., SUITE 2000
 JACKSONVILLE, FLORIDA 32216
 Fax (904) 771-5228
 Tele (904) 721-1228

THIS IS TO CERTIFY THAT THIS SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF STATE AND LAND SURVEYING ACTS AND THE FLORIDA STATUTES GOVERNING LAND SURVEYING AND SURVEYS IN CHAPTER 177-44 (formerly Chapter 177-44, Florida Administrative Code, PERTAINING TO SECOND CLASSIFIED SURVEYS).

BY: *Richard A. Miller*
 RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 1848

Coastline Utility Contractors
 Ponte Vedra Beach, Fl.
 Schedule of Values
PONCE HARBOR APTS.

WATER DISTRIBUTION

95 CODE

	Furnish and Install	Quant	Uni	Material	Total Material	Labor unit	Total Labor	Total Unit	Total Cost
				unit cost	cost	cost	Cost	cost	
	Main								
802	METER VAULTS	1	EA	\$5,394.93	\$5,394.93	1,873.35	\$1,873.35	\$7,268.28	\$7,268.28
				\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	Total Cost			\$5,394.93	\$5,394.93	1,873.35	\$1,873.35	7268.28	\$7,268

Coastline Utility Contractors
 Ponte Vedra Beach, Fl.
 Schedule of Values
PONCE HARBOR APTS.

PUMP STATION

B5 CODE

		Quant	Unit	Material unit cost	Total Material cost	Labor unit cost	Total Labor Cost	Total Unit cost	Total Cost
	Furnish and Install								
	Main								
801	Wet Wells & Valve Vaults	1	ea	\$16,209.43	\$16,209.43	9,209.09	\$9,203.09	\$25,412.52	\$25,412.52
802	Rental Equipment	1	ls	\$7,142.25	\$7,523.49	0.00	\$0.00	\$7,142.25	\$7,142.25
803	Pump & Panel Equipment	1	ls	\$93,038.00	\$93,038.00	627.09	\$627.09	\$93,665.09	\$93,665.09
806	Water Service	1	ea	\$220.00	\$220.00	628.09	\$628.09	\$848.09	\$848.09
808	Start up/Testing/Survey	1	ls	\$1,948.79	\$1,948.79	0.00	\$0.00	\$1,948.79	\$1,948.79
	Total Cost			\$118,558.47	\$118,939.71	10,458.27	\$10,458.27	129016.74	\$129,017

Coastline Utility Contractors
 Ponte Vedra Beach, Fl.
 Schedule of Values
PONCE HARBOR APTS.

FORCE MAIN

85 CODE

		Quantit	Unit	Material unit cost	Total Material cost	Labor unit cost	Total Labor Cost	Total Unit cost	Total Cost
	Furnish and Install								
	Main								
		1	ls	\$377.67	\$377.67	814.50	\$814.50	\$1,192.17	\$1,192.17
901	Deliveries & Locates	1	ea	\$1,831.84	\$1,831.84	786.12	\$786.12	\$2,617.96	\$2,617.96
902	Connect to Existing Systems	1	ls	\$321.00	\$321.00	297.42	\$297.42	\$618.42	\$618.42
903	Rental Equipment								
904	Pipe Valves & Fittings	480	lf	\$6.61	\$3,175.16	5.37	\$2,578.02	\$11.99	\$5,753.18
906	Final Inspections & Testing	2	dy	\$200.63	\$401.25	858.09	\$1,716.17	\$1,058.71	\$2,117.42
907	Stakeout / As-Builts	3	hr	\$155.15	\$465.45	99.14	\$297.42	\$254.29	\$762.87
				\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	Total Cost			\$2,892.90	\$6,572.37	2,860.64	\$6,489.65	5753.5358	\$13,062



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

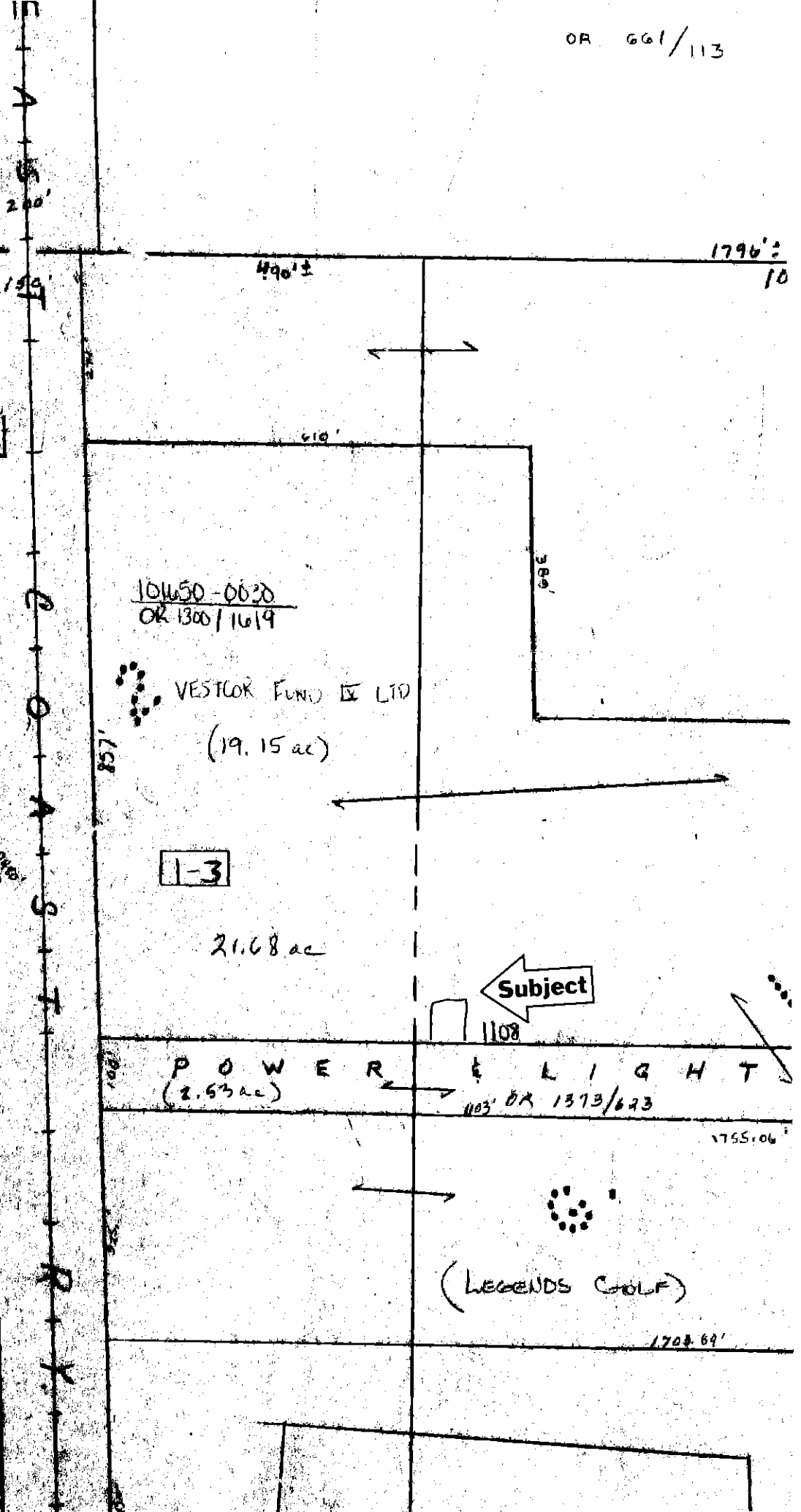
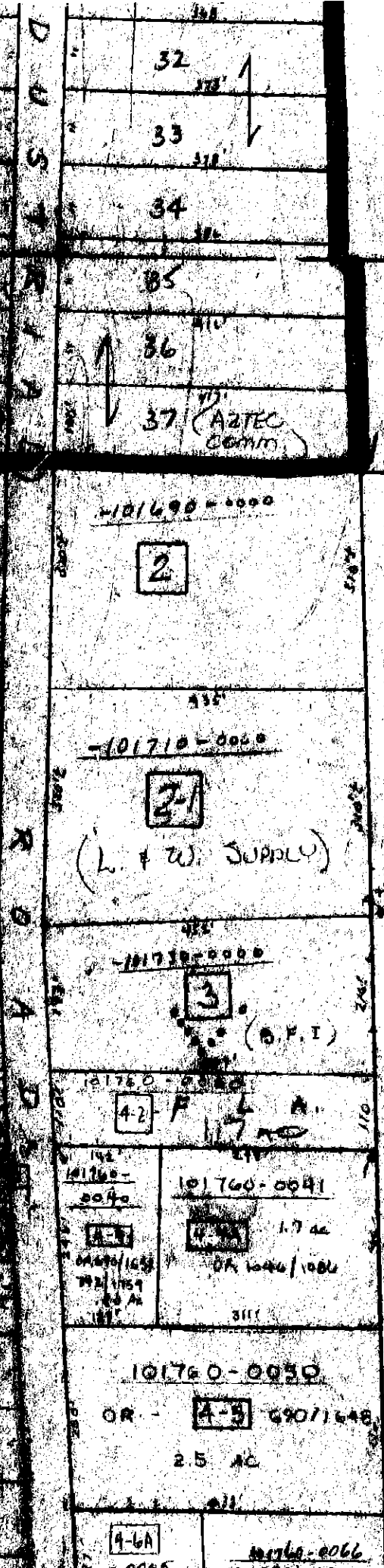
FROM: Herbert A. Van Der Mark, Construction Manager of Utilities

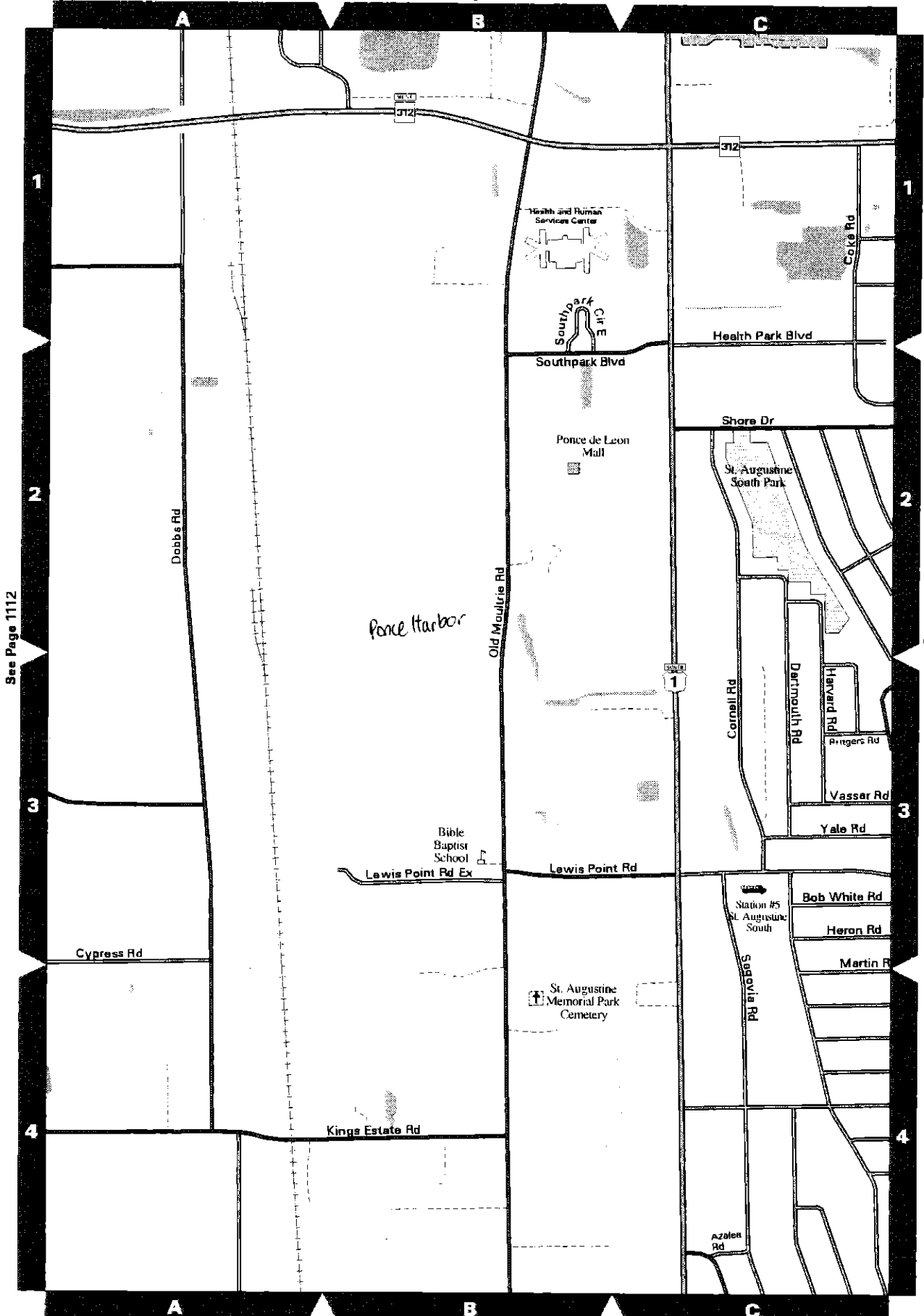
SUBJECT: "Easement for Utilities" Ponce Harbor Apartments, AKA Matanzas Woods PUD/Ponce Harbor Partners, LTD

DATE: May 28, 2002

Please find attached "Easement for Utilities" and "Bill of Sale" for the above referenced development. The documents have been reviewed by the St. Johns County Utility Department. The Utility Department is in concurrence with the subject easement.

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





See Page 1112

See Page 1114