

RESOLUTION NO. 2002- 171

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AND BILL OF SALE FOR UTILITIES FOR WATER SERVICE AND FUTURE SEWER SERVICE TO ST. AUGUSTINE INDUSTRIAL PARK SUBDIVISION PHASE III.**

**WHEREAS**, Agfoods 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 future sewer service to St. Augustine Industrial Park Subdivision Phase III; and

**WHEREAS**, the 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, a portion of the easement paralleling I-95 will be used for **future** transmission mains for both water and sewer, as stated in a memo 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 recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easement for Utilities and Bill of Sale, attached and incorporated hereto, are hereby accepted.

Section 3. The Clerk of the Circuit Court 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 3<sup>rd</sup> day of September, 2002.

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

By: James H. Bryant  
James H. Bryant, Chairman

**ATTEST:** Cheryl Strickland, Clerk

Patricia Alexander  
Deputy Clerk

RENDITION DATE 9-6-02



Prepared by and return to:  
Alton L. Lightsey, Esq.  
Lightsey & Associates, P.A.  
808 S. Denning Drive  
Winter Park, Florida 32789

Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 27th day of May, 2002, by AGFOODS LIMITED PARTNERSHIP, a Delaware Limited Partnership, with an address of c/o Adler Management, 10350 Bren Road West, Minnetonka, Minnesota 55343 ("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 32088 ("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:

I. Grantor does hereby grant, bargain, sell, lien, remiss, 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 "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.

(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.

Signed, sealed and delivered in the presence of:

AGFOODS LIMITED PARTNERSHIP, a Delaware limited partnership

By: Opus Estates Corporation, its general partner

Katherine M. Moore  
Print name: Katherine M. Moore  
Thomas J. Habel  
Print name: Thomas J. Habel

By: [Signature]  
Name: Ronald W. Schiferl  
Title: President

STATE OF Minnesota  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2002, by Ronald W. Schiferl, as President of Opus Estates Corporation, the General Partner of AgFoods Limited Partnership, a Delaware limited partnership, on behalf of the limited partnership. He She is personally known to me or produced \_\_\_\_\_ as identification.

Valerie K. Himle  
Notary Public  
My commission expires: 1-31-06



EXHIBIT A

EASEMENT AREA

The Easement Area granted by this document shall include all areas designated "Utility Easement For St. Johns County", all within Lot 9 of the plat of St. Augustine Industrial Park Phase 3, recorded in Map Book 42, Pages 65 through 73, Public Records of St. Johns County, Florida. The Easement Area shall not include the driveways to individual lots, except for the part of such driveways within the areas designated "Utility Easement For St. Johns County".

Exhibit "B" to Resolution

BILL OF SALE

That AGFOODS LIMITED PARTNERSHIP, a Delaware limited partnership, 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) and 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.

Signed, sealed and delivered in the presence of:

AGFOODS LIMITED PARTNERSHIP, a Delaware limited partnership

By: Opus Estates Corporation, its general partner

Katherine M. Moore  
Print name: Katherine M. Moore

By: [Signature]  
Name: Ronald W. Schifert  
Title: President

Thomas J. Haben  
Print name: Thomas J. Haben

STATE OF Minnesota  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2002, by Ronald W. Schifert, as President of Opus Estates Corporation, the General Partner of AgFoods Limited Partnership, a Delaware limited partnership, on behalf of the limited partnership. He She is personally known to me or produced [Signature] as identification.

Valerie K. Himle  
Notary Public  
My commission expires: 1-31-06

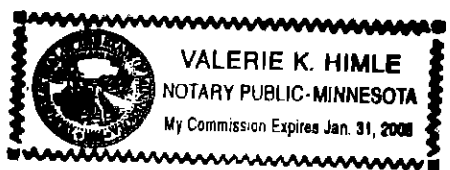


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SCHEDULE of VALUES  
BILL of SALE  
Dry Distribution

13-May-02

Furnish & Install	Quantity	Unit	Unit Cost	Total Cost
<b>WATER DISTRIBUTION</b>				
12"DR25 pipe	660	LF	\$26.00	\$17,160.00
	0	LF	\$0.00	\$0.00
fire hydrants	0	EA	\$0.00	\$0.00
12" GV	1	EA	\$2,500.00	\$2,500.00
	0	EA	\$0.00	\$0.00
	0	EA	\$0.00	\$0.00
<b>TOTAL WATER</b>				<b>\$19,660.00</b>
<b>SANITARY SEWER</b>				
SDR 35 PVC \ 8"	0	lf	\$0.00	\$0.00
Sewer Manhole(s)	0	ea	\$0.00	\$0.00
Conflict manhole	0	ea	\$0.00	\$0.00
Sewer Services	0	ea	\$0.00	\$0.00
<b>TOTAL SANITARY SEWER</b>				<b>\$0.00</b>
<b>LIFT STATION \ FORCE MAIN</b>				
Lift Station	0	ls	\$0.00	\$0.00
	0	lf	\$0.00	\$0.00
	0	ea	\$0.00	\$0.00
<b>TOTAL LIFT STATION \ FM</b>				<b>\$0.00</b>
<b>TOTAL</b>				<b>\$19,660.00</b>

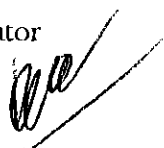


**ST. JOHNS COUNTY**  
**UTILITY DEPARTMENT**  
2175 Mizell Road  
P.O. Drawer 3006  
St. Augustine, Florida 32085-3006

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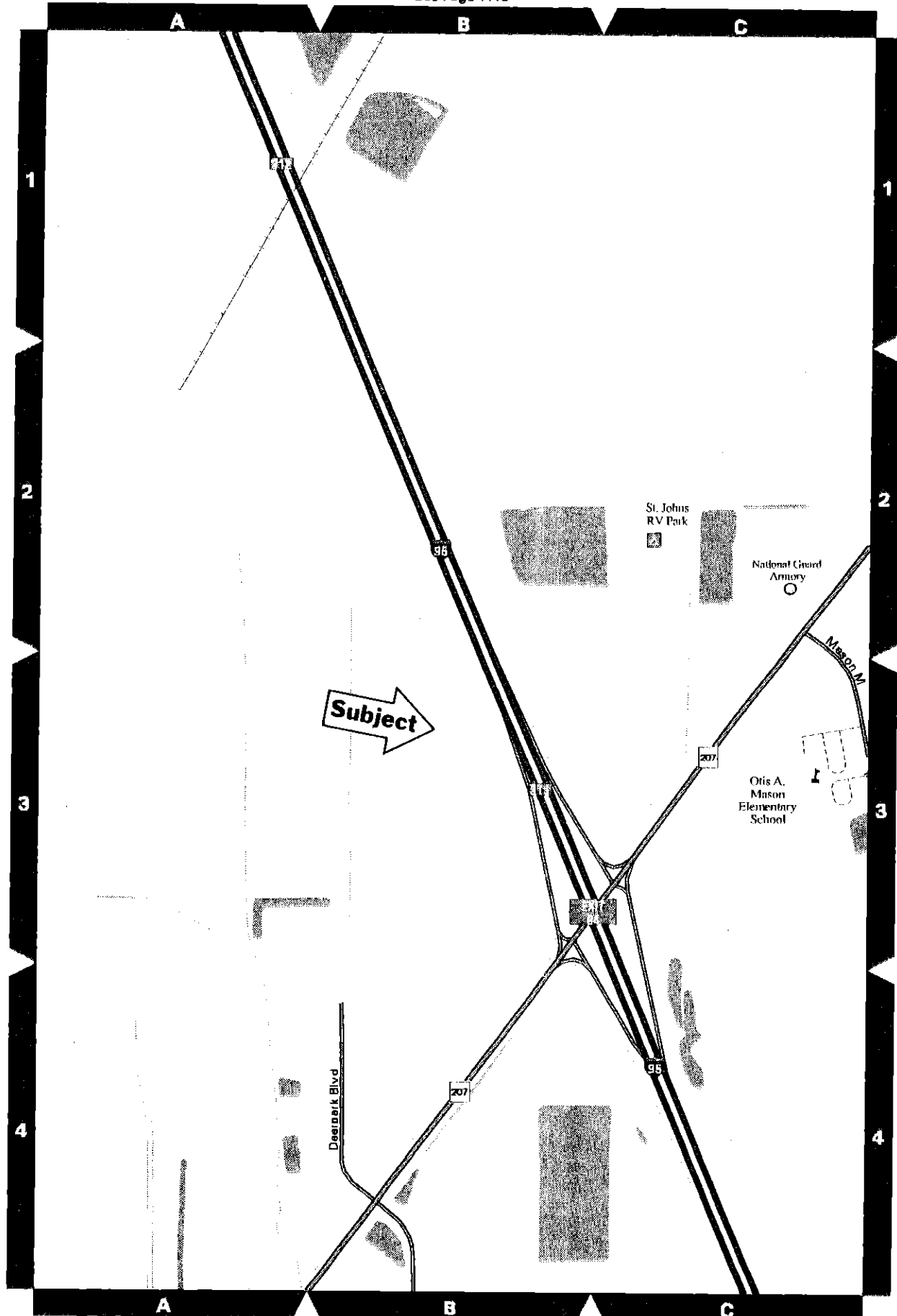
**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Debbie Taylor, Real Estate Coordinator  
**FROM:** Herbert A. Van Der Mark   
Construction Manager of Utilities  
**SUBJECT:** Easements for Utilities and Bill of Sale for Lot 9, St. Augustine Industrial Park -  
Opus South Corporation/CON AGRA Site.  
**DATE:** July 18, 2002

Please find attached Easement for Utilities and Bill of Sale 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. A portion of the easement paralleling I-95 will be used for future transmission mains for both water and sewer. 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 letter for placing the water system in service has been received.

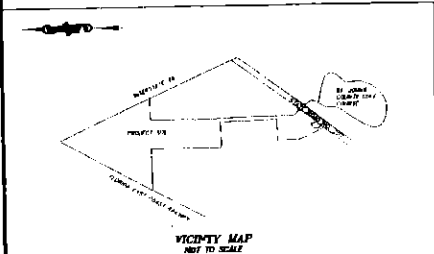
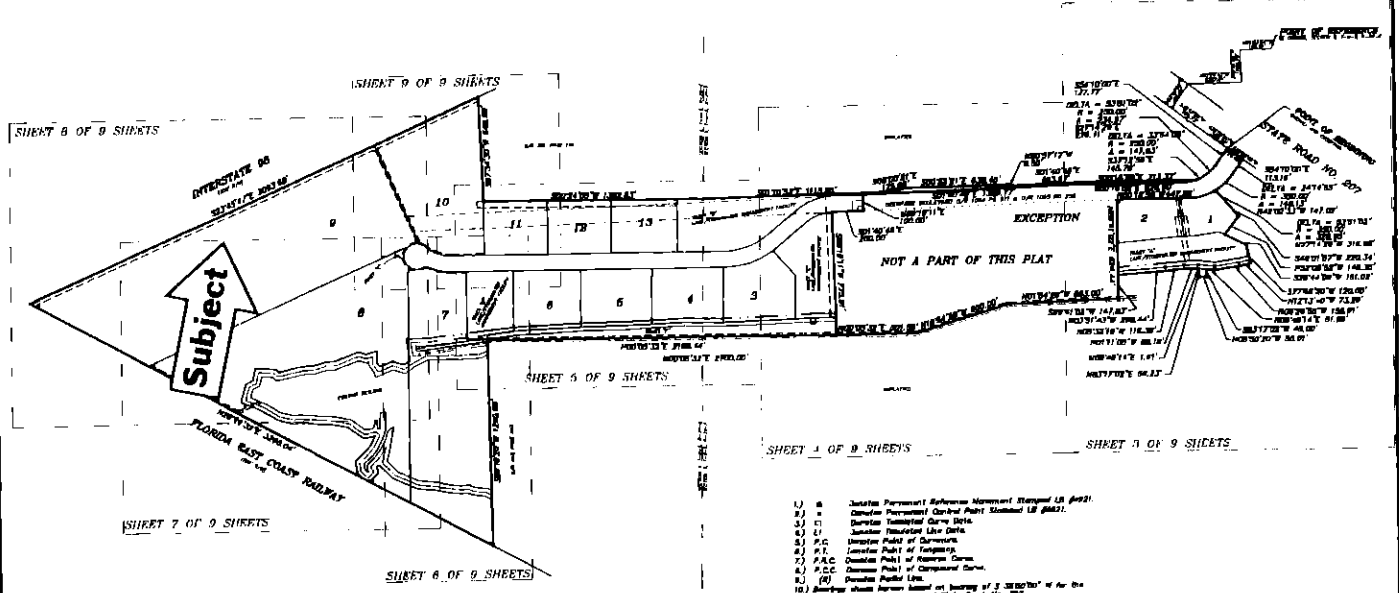
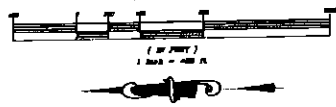


See Page 1120

# St. Augustine Industrial Park Phase 3

A PORTION OF SECTIONS 4 AND 9, TOWNSHIP 9 SOUTH, RANGE 85 EAST, ST. JOHNS COUNTY, FLORIDA.

GRAPHIC SCALE



**NOTICE:**  
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL  
VERSION OF THE SUBMITTED LAND DESCRIBED HEREIN AND WILL  
BE CONSIDERED AS SUCH UNLESS IT IS OTHERWISE SPECIFIED BY ANY  
OWNER GRANTED ON ORIGINAL FORM OF THE PLAT. THERE MAY BE  
ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT  
THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- 1.) S. Jackson Permanent Reference Monument Stationed LS #297.
- 2.) S. Jackson Permanent Control Point Stationed LS #292.
- 3.) S. Jackson Tangential Curve Data.
- 4.) S. Jackson Tangential Line Data.
- 5.) S. Jackson Point of Curvature.
- 6.) S. Jackson Point of Tangency.
- 7.) S. Jackson Station Point of Reverse Curve.
- 8.) S. Jackson Station Point of Compound Curve.
- 9.) S. Jackson Station Point.
- 10.) Boundary shown herein based on bearing of S. 88° 00' 00" W for the boundary shown on Map No. 207.
- 11.) All easements are for the construction, installation, maintenance and operation of drainage structures, utility lines and other facilities herein provided herein that shall include service, and not otherwise shown, the location and location of any electric, telephone gas or other utility in the street is shown herein, however the location of a public utility is not to be taken as any guarantee for the location.
- 12.) The Land/Reference Monument Stationed shown herein are a standard representation only and does not represent the actual "AS BUILT" shape and/or location.
- 13.) The construction, filling or removal of any plat in the island water or adjacent water upon herein, any activity to form any road, canal, or other structure in the island water shall be subject to the approval of the State of Florida and Federal authorities, laws, rules, regulations and ordinances.
- 14.) All survey buffers adjacent to wetlands are to remain in their undisturbed natural vegetation state.
- 15.) The boundary information and the subdivision details shown on this plat are as provided by the owner's engineers and prepared by other survey firms and have not been checked or verified by the Surveyor of this plat.
- 16.) The easements shown herein and referenced by Official Record Number and Page are as per the current title under as has been provided in the language of the plat.

PREPARED BY  
SUNSHINE LAND SURVEYING, INC.  
5015 WINDY HILL ROAD SE  
JACKSONVILLE, FLORIDA 32209  
PHONE (904) 721-7200

# St. Augustine Industrial Park Phase 3

**CAPTION**  
A PORTION OF SECTIONS 4 AND 8, TOWNSHIP 8 SOUTH, RANGE 80 EAST, ST. JOHNS COUNTY, FLORIDA.

**ADDITION AND DEDICATION**

This is to certify that St. Augustine Industrial Development Corp. and Deer Park Investment Corp. have donated to the State of Florida one-half acre of the land described in the annexed plat, to be known as the **ST. AUGUSTINE INDUSTRIAL PARK PHASE 3** having caused the same to be surveyed and subdivided. The plat hereon is in the nature of a mortgage on said lands. This plat being made in accordance with and subject to the provisions of a law and contract plat of these lands. The deed to be made in conformity with the provisions of said law and contract plat shall be subject to the provisions of said law and contract plat. The plat hereon is subject to the provisions of said law and contract plat. The plat hereon is subject to the provisions of said law and contract plat.

(1) The owners and/or the successors and assigns are responsible for the maintenance of the infrastructure development facilities and any associated equipment with the title of this "A" through "D" survey herein and do hereby grant and dedicate to St. Johns County Florida, the easement right of drainage easements over said Tracts "A" through "D" shown herein and shall provide St. Johns County Florida, the easements and assigns. In showing into said plats/interim management facilities with these easements hereon, all water which may not be of some use to the land hereby dedicated, together with all structures or matter which may be of some use to the land, shall remain the property of the donor and shall be subject to the provisions of said law/interim management facilities, subject to any liability whatsoever on the part of St. Johns County Florida, its successors and assigns for any damage, liability or loss to persons or property resulting from the installation or use of these drainage easements by St. Johns County Florida, its successors and assigns.

(2) St. Johns County Florida, its successors and assigns, shall not be liable for any damage or liability whatsoever for said lands and drainage easements.

(3) St. Johns County Florida, its successors and assigns, shall not be liable for the creation, operation, failure or destruction of water control treatment which may be constructed or installed by the donor or any other person, firm or entity which may be of some use to the land and drainage easements shown on this plat, but shall have the right to modify the water control treatment, including the removal or replacement of the infrastructure management facilities and the related structures to effect suitable drainage.

The Owners, their successors and assigns of the lands described and captioned herein, shall indemnify St. Johns County Florida and its successors and assigns from all claims, damages and liability and expenses in connection with use of the land or personal injury or property damage or any other personal liability from or all of any occurrence in, upon, or on from the land/interim management facilities described above or any part thereof, accidental injury or in part by any act or omission of its agents, employees, independent contractors, subcontractors or successors-in-interest. **ST. AUGUSTINE INDUSTRIAL PARK PHASE 3**. This indemnification shall not limit the amount and coverage of the carrier and shall be subject to it.

The FP & L easements shown on Lots 7 through 10 are hereby dedicated to Florida Power and Light (FP & L) and its successors and assigns for use in their electric distribution system.

In witness whereof, the above named Corporation have caused these presents to be executed by their respective agents and made official, this 7<sup>th</sup> day of December, 2007.

### CERTIFICATE OF APPROVAL PLANNING AND ZONING DEPARTMENT

This is to certify that this plat has been examined and approved by the County Planning and Zoning Department for St. Johns County Florida on this 13<sup>th</sup> day of December, A.D. 2007.

*[Signature]*  
St. Johns County Planning and Zoning Official

### CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

This is to certify that this plat has been approved and accepted by the Board of County Commissioners of St. Johns County Florida on this 13<sup>th</sup> day of December, A.D. 2007. This commission was not an approval on existing subdivision or re-subdivision by St. Johns County Florida of any part of said Subdivision.

*[Signature]*  
Chairman, St. Johns County Board of County Commissioners

### CERTIFICATE OF CLERK

This is to certify that this plat has been examined and approved and that it conforms in form with the requirements of Chapter 177, Florida Statutes, and is recorded in Map Book 42, Page 65 of said State Public Records, St. Johns County Florida on this 13<sup>th</sup> day of December, A.D. 2007.

*[Signature]*  
Clerk of the Circuit Court

### CERTIFICATE OF APPROVAL COUNTY ATTORNEY

This is to certify that this plat has been examined and approved by the office of the St. Johns County Attorney on this 13<sup>th</sup> day of December, A.D. 2007.

*[Signature]*  
St. Johns County Attorney

### CERTIFICATE OF PLAT REVIEW

This is to certify that this plat has been reviewed for conformity to Florida Statutes Chapter 177, Part 1, Plating, by the Office of the County Surveyor for St. Johns County Florida on this 13<sup>th</sup> day of December, A.D. 2007.

*[Signature]*  
Deputy County Surveyor

### SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn and qualified by the State of Florida, as a Surveyor and Subdivider, do hereby certify that I have examined the survey of lands as shown in the foregoing plat, that said plat is a true and correct representation of the lands surveyed, that the survey was made under the reasonable direction and supervision, and that this survey data conforms with the requirements of Chapter 177, Part 1, Plating, Florida Statutes as amended.

Signed and sealed this 7<sup>th</sup> day of Dec., 2007.

*[Signature]*  
Professional Land Surveyor No. 4164  
No-State Land Surveyors, Inc. 18 0482  
4010 Baymeadows Way SE  
Jacksonville, Florida



### ST. AUGUSTINE INDUSTRIAL DEVELOPMENT CORP.

*[Signature]*  
My Commission Expires

### DEER PARK INVESTMENT CORP.

*[Signature]*  
My Commission Expires

### CNB NATIONAL BANK

*[Signature]*  
My Commission Expires

*[Signature]*  
My Commission Expires

*[Signature]*  
My Commission Expires

*[Signature]*  
My Commission Expires

*[Signature]*  
My Commission Expires

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My Commission Expires

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My Commission Expires

*[Signature]*  
My Commission Expires

*[Signature]*  
My Commission Expires

*[Signature]*  
My Commission Expires

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of December, A.D. 2007, by David C. Gorenson, President, on behalf of St. Augustine Industrial Development Corp., who is personally known to me.

*[Signature]*  
Notary Public, State of Florida  
My Commission Expires

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of December, A.D. 2007, by David C. Gorenson, President, on behalf of Deer Park Investment Corp., who is personally known to me.

*[Signature]*  
Notary Public, State of Florida  
My Commission Expires

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of December, A.D. 2007, by David C. Gorenson, Senior Vice President, on behalf of CNB National Bank, who is personally known to me.

*[Signature]*  
Notary Public, State of Florida  
My Commission Expires

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of December, A.D. 2007, by David C. Gorenson, Senior Vice President, on behalf of CNB National Bank, who is personally known to me.

*[Signature]*  
Notary Public, State of Florida  
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA  
DAVID C. GORENSON, PRESIDENT  
ST. AUGUSTINE INDUSTRIAL DEVELOPMENT CORP.  
4111 BAYMEADOWS WAY, SUITE 400  
JACKSONVILLE, FLORIDA 32218  
PHONE (904) 722-7233