

RESOLUTION NO. 2002- 222

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A UTILITY AND RESTORATION EASEMENT FOR WATER AND SEWER SERVICE TO SOUTHWOOD P.U.D., PHASE 1B, PHASE A SUBDIVISION.**

**RECITALS**

**WHEREAS**, Modern Properties of St. Augustine, Inc., has executed and presented to the County a Utility and Restoration Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water and sewer service to Southwood P.U.D., Phase 1B, Phase A Subdivision; 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 the memorandum 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 Chairman of the Board of County Commissioners is hereby authorized to execute the Utility and Restoration Easement for water and sewer service to Southwood P.U.D., Phase 1B, Phase A Subdivision.

Section 3. The Clerk of the Circuit Court is instructed to record the original Utility and Restoration Easement and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 22 day of October, 2002.

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

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

ATTEST: Cheryl Strickland, Clerk

Patricia A. Grande  
Deputy Clerk

RENDITION DATE 10-23-02



This Instrument Prepared By:  
John D. Bailey, Jr.  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 6-99-227

Exhibit "A" to Resolution

**UTILITY AND RESTORATION EASEMENT**  
**(Southwood PUD, Phase 1B, Phase A)**

**THIS EASEMENT** is executed and delivered this 9<sup>th</sup> day of July, 2001, by MODERN PROPERTIES OF ST. AUGUSTINE, INC., a Florida corporation, ("Grantor") and ST. JOHNS COUNTY, a Political Subdivision of the State of Florida, whose post office address is c/o Clerk of the Court, Post Office Drawer 349, St. Augustine, Florida 32085 ("Grantee").

**WITNESSETH:**

**THAT** for and in consideration of the sum of Ten Dollars and No/100's (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain and sell to Grantee, its successors, legal representatives and assigns forever, a non-exclusive easement 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 (the "Underground Utility Lines and Facilities") on and under real property located in St. Johns County, Florida, and more particularly described on Exhibit "A" attached hereto (the "Easement Property"), together with the right of ingress and egress over the Easement Property for purposes of installing and maintaining the Underground Utility Lines and Facilities.

**THE EASEMENT** herein granted is subject to the covenants, restrictions, easements, liens and encumbrances of record, including without limitation those set forth on Exhibit "B" attached hereto.

**GRANTOR** reserves the right and privileges:

(i) to use and occupy and to grant to others the right to use and occupy the surface and air space over the Easement Area for the purpose which is consistent with the rights herein granted to Grantee;

(ii) to use and occupy and to grant to others the right to use and occupy the 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;

(iii) to use and occupy and to grant to others the right to use and occupy the Easement Property for all purposes which will not interfere with the non-exclusive easement granted herein and further reserves the right to grant easements to other parties on, over and under the Easement Property. Provided, any additional utilities to be installed within the Easement Property shall be installed in accordance with applicable state regulations; and

(iv) to relocate the easement granted herein at any time, provided Grantor pays all cost of relocating the Underground Utility Lines and Facilities located within the Easement Property. At Grantor's request, and upon relocation of the Underground Utility Lines and Facilities at Grantor's expense, Grantee shall execute and deliver to Grantor an instrument in recordable form relocating the easement granted herein to the new location designated by Grantor.

**GRANTEE**, by its acceptance of this easement, hereby agrees:

(i) at its expense, to maintain the Underground Utility Lines and Facilities installed within the Easement Property. 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. Grantee's responsibility for maintenance of gravity sewer lines shall extend "manhole to manhole" but shall not include responsibility for maintenance of sewer service laterals, which shall be the responsibility of the Grantor or Grantor's successors and assigns. 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;

(ii) to indemnify and hold Grantor, its successors and assigns, to the extent allowed by Florida law, harmless from and against any and all liability, loss or damage, excluding attorneys' fees, occasioned by any negligent act or omission of Grantee, its agents and employees, arising out of or related to Grantee's use of the Easement Property and/or the construction, installation, operation and maintenance of Underground Utility Lines and Facilities located therein; and

(iii) after the installation, construction, repair, replacement or removal of any Underground Utility Lines and Facilities, to 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.

This easement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors and assigns. In the event Grantor assigns its rights hereunder to an Association of owners of the lands served by this utility easement, then Grantor shall be released of all obligations and liabilities hereunder, on condition that such association validly accepts a delegation of such obligations and liabilities in a properly executed written record in the public records of St. Johns County.

**IN WITNESS WHEREOF**, the Grantor has caused this Easement to be executed on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Rita A. Kaybel  
Witness RITA A. KAYBEL  
(type or print name)

Leona J. Brown  
Witness LEONA J. BROWN  
(type or print name)

MODERN PROPERTIES OF ST.  
AUGUSTINE, INC. a Florida corporation  
By: [Signature]  
Perry Robins  
Its President

(CORPORATE SEAL)

ST. JOHNS COUNTY, a Political  
Subdivision of the State of Florida

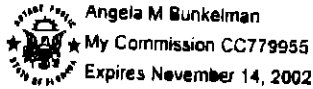
\_\_\_\_\_  
Witness \_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness \_\_\_\_\_  
(type or print name)

STATE OF Florida  
COUNTY OF St. Johns

THE FOREGOING instrument was acknowledged before me this 9<sup>th</sup> day of JULY 2001, by Perry Robins, as President of Modern Properties of St. Augustine, Inc., a Florida corporation, formerly known as Robins Properties of St. Augustine, Inc., on behalf of the corporations, who () is personally known to me or () has produced Florida/New York driver's license number \_\_\_\_\_ as identification.



Angela Bunkelman  
Signature of Notary  
Angela Bunkelman  
(Name of Notary typed or printed)  
Commission number: CC779955  
Commission expires: 11/14/02

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2001, by \_\_\_\_\_, as \_\_\_\_\_ of St. Johns County, a Political Subdivision of the State of Florida, on behalf of the corporation, who () is personally known to me or () has produced Florida driver's license number \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary  
\_\_\_\_\_  
(Name of Notary typed or printed)  
Commission number: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**(Easement Property)**

Windwood Court, Ridgewood Lane, Eastwood Court and Brentwood Court. The Easement Property shall not include the driveways to individual homes except for such driveways within the above described courts and lanes, as shown on the Plat of Southwood P.U.D., Phase 1B, Phase A

**EXHIBIT "B"**

**(Permitted Exceptions)**

1. Taxes for the year 2001 and subsequent years.
2. Covenants, conditions, and restrictions recorded in Official Records 1205, page 1664, as supplemented in Official Records 1389, page 1428, of the public records of St. Johns County, Florida, which contain provisions creating easements and or assessments.
3. Declaration of Covenants and Restrictions for Southwood recorded in Official Records 1276, page 976 and amended in Official Records 1514, Page 196, of the public records of St. Johns County, Florida.
4. Mortgage and Security Agreement to Bank of America, N.A., successor by merger to NationsBank, N.A., as successor by merger to Barnett Bank, N.A., recorded in Official Records 1258, page 324, as modified in Official Records 1395, Page 586, and in Official Records 1547, Page 1853, all of the public records of St. Johns County, Florida.
5. UCC-1 Financing Statement securing Bank of America, N.A., successor by merger to NationsBank, N.A., successor by merger to Barnett Bank, N.A., recorded in Official Records 1258, page 347, as amended in Official Records 1506, page 1601, and in Official Records 1511, Page 337, all of the public records of St. Johns County, Florida.
6. Conservation Easement granted by Modern Properties of St. Augustine, Inc., to St. Johns River Water Management District, recorded in Official Records 1588, Page 1567, of the public records of St. Johns County, Florida.
7. Federal liens, if any, filed with the Office of the Secretary of State.
8. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the property, including submerged, filled, and artificially exposed lands, and lands accreted to such lands.
9. Easements or claims of easements not shown by the public records.
10. Any unpaid and unrecorded mechanics' and materialmens' liens for labor or materials furnished beginning within ninety (90) days prior to May 30, 2001.

11. Rights of parties in possession other than the record owner.
12. Applicable zoning ordinances and other governmental regulations.
13. Any state of facts which an accurate survey might show.
14. Any lien or encumbrance placed on record after May 30, 2001.

**BILL OF SALE**

**UTILITY IMPROVEMENTS / SOUTHWOOD PUD PHASE 1B PHASE A**

Modern Properties of St. Augustine, Inc., a Florida Corporation, 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 gravity sewer lines "manhole to manhole" (but shall not include sewer service laterals) and the potable water distribution system including all water mains and other elements of the potable water distribution system up to the point of the connection with the water meter or meters for Phase 1B, Phase A of the Southwood PUD located at 4480-1 U.S. Highway 1 South, St. Augustine, Florida 32086.**

Modern Properties of St. Augustine, Inc. 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 and hereby makes reference to that certain Easement For Utilities to St. Johns County, Florida dated \_\_\_\_\_ and recorded in O.R Book \_\_\_\_\_ Page \_\_\_\_\_ of the Public Records of St. Johns County Florida; that it has a 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**, Modern Properties of St. Augustine, Inc. has caused this instrument to be duly executed and delivered by its duly authorized officer on this 9<sup>th</sup> day of July, 2001.

Signed, Sealed and  
Delivered in the  
presence of:

**Modern Properties of St. Augustine, Inc.**  
a Florida Corporation

Pamela Erwin

By: Angela Bunkelman

Witness

Angela Bunkelman

Ray Zeman

Its: Vice President

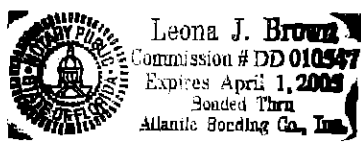
Witness

Leona J. Brown

The forgoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2001 by Angela Bunkelman who is personally known to me.

St. Johns County, Florida

Notary Public





**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**

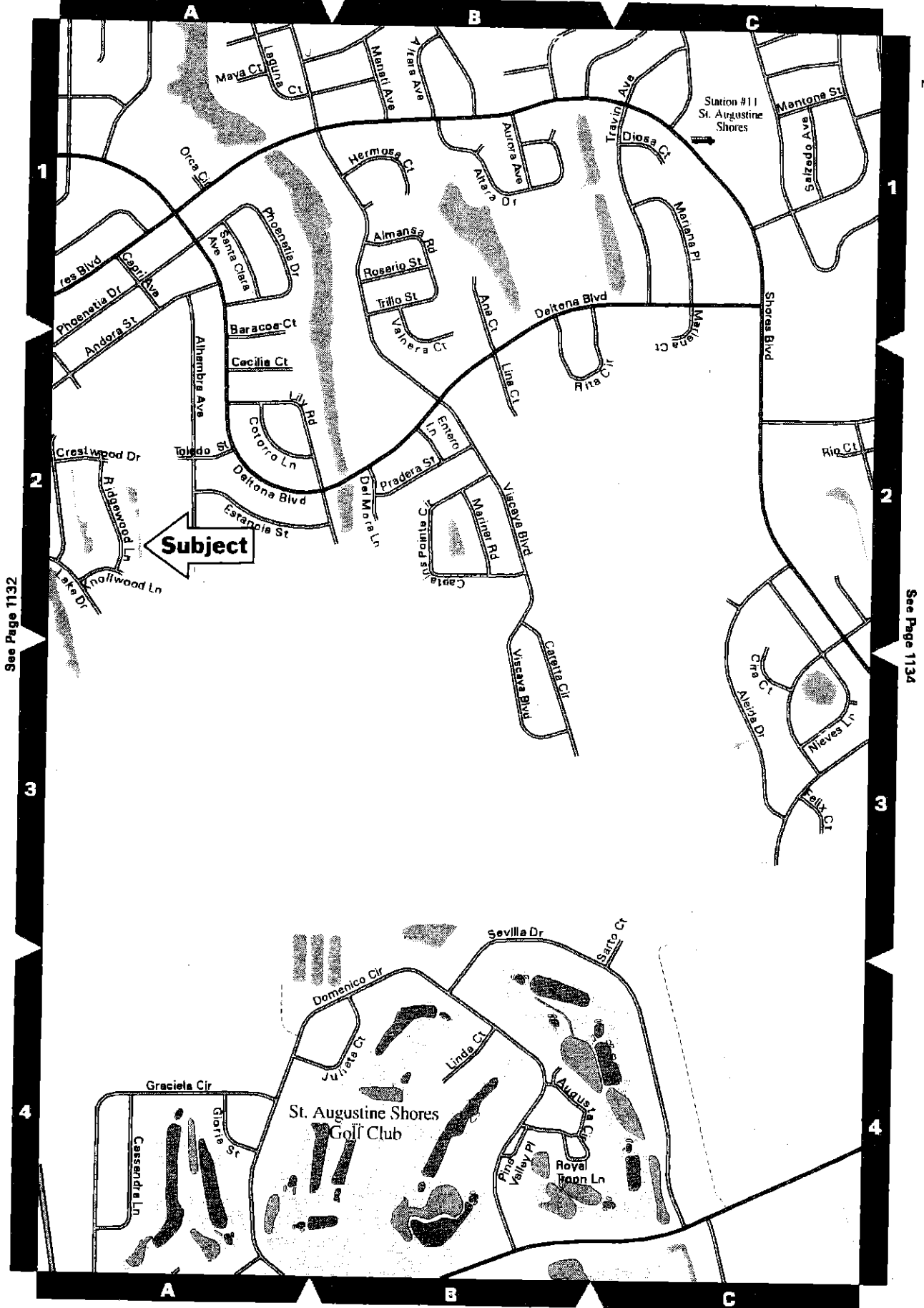
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**TO:** Nanette Bradbury, Real Estate Coordinator  
**FROM:** Herbert A. Van Der Mark  
Construction Manager of Utilities *H.A.V.D.M.*  
**SUBJECT:** Southwood PUD, Phase 1B, Phase A - Easement for Utilities and Bill of Sale.  
**DATE:** October 3, 2002

Please be informed that the water and sewer infrastructure for the above referenced subdivision has been completed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards and Specifications.

The attached documents, "Utility and Restoration Easement" and "Bill of Sale" 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 Florida Department of Environmental Protection and the acceptance letters for placing the systems in service have been received for both water and sewer.



See Page 1132

See Page 1134