

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO SPANISH OAKS SUBDIVISION.**

**RECITALS**

**WHEREAS**, SJG, Inc., 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 Spanish Oaks Subdivision; and

**WHEREAS**, a 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 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-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 Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 12<sup>th</sup> day of March, 2002.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Marc A. Jacalone  
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande  
Deputy Clerk

RENDITION DATE 03-13-02

## EXHIBIT "A" TO RESOLUTION

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 18 day of JANUARY, 2002, by SJG, Inc. (owner), with an address of P.O. Box 126, KEY WEST, Florida 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, lien, 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.

Signed, Sealed and Delivered in the presence of:

*Nathaniel W. Case*  
Print: Nathaniel W. Case

*G. Probst*  
Print: G. Probst

GRANTOR SIGNATURE BLOCK

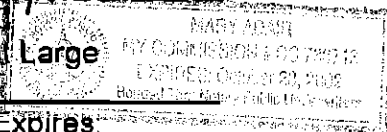
*J. Jefferson Overby*  
BY: J. JEFFERSON OVERBY  
ITS PRESIDENT

STATE OF FLORIDA )  
MONROE )SS  
COUNTY OF ST. JOHN )

The foregoing instrument was acknowledged before me this 18 day of JANUARY, 2002, by J. JEFFERSON OVERBY, as PRESIDENT of S.J.G., Inc., a Fla. Corp., on behalf of the corporation.

*Mary Adair*  
(Print Name MARY ADAIR)

NOTARY PUBLIC  
State of Florida at Large  
Commission #                     



My Commission Expires                     

Personally known X  
or Produced ID                     

(check one of the above)

Type of Identification Produced

**EXHIBIT 'A'**  
**EASEMENT AREA**

The Easement Area granted by this document shall include all project roads and drives all areas designated "utility easement areas" and Tract "B", all within the plat of SPANISH OAKS SUBDIVISION, recorded in Map Book 41, pages 14 through 17 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".

X

EXHIBIT "B" TO RESOLUTION

BILL OF SALE

THAT SJG, INC., 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 and by these presents does grant bargain, sell, transfer, set over and deliver 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 material men 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 part, 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.

WITNESSES:

Teresa Kramer  
Stephen W. Cross

SJG, INC.  
a Florida Corporation

By: J. Jefferson Overby  
President

Sign: J. Jefferson Overby  
J. Jefferson Overby

STATE OF FLORIDA  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January 2002, by J. Jefferson Overby, President of SJG, INC., a Florida Corporation. He is personally known to me and did not take an oath.

Mary Adair  
Notary Public  
STATE OF FLORIDA  
COMMISSION EXPIRES 12/31/03

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01/25/02

Bud Purvis

1"  
**SCHEDULE of VALUES**  
**BILL of SALE**  
 Spanish Oakes Subdivision

25-Jan-02

	Quantity	Unit	Unit Cost	Total Cost
<b>Furnish &amp; Install</b>				
<b>WATER DISTRIBUTION</b>				
8" dr 18 pipe	1040	LF	\$18.00	\$19,760.00
6" dr 18 pipe	980	LF	\$15.00	\$14,700.00
2" sch 80 pipe	120	LF	\$8.00	\$1,080.00
water services	17	EA	\$600.00	\$8,500.00
fire hydrants	3	EA	\$3,475.00	\$10,425.00
10" HDPE	40	LF	\$110.00	\$4,400.00
8" GV	2	EA	\$1,050.00	\$2,100.00
6" GV	4	EA	\$875.00	\$3,500.00
2"GV	1	EA	\$296.20	\$296.20
<b>TOTAL WATER</b>			<b>\$0.00</b>	<b>\$64,761.20</b>
<b>SANITARY SEWER</b>				
SDR 35 PVC \ 8" \ 6"	962	lf	\$25.40	\$24,434.80
	0	lf	\$0.00	\$0.00
Sewer Manhole(s)	5	ea	\$3,250.00	\$16,250.00
	0	ea	\$0.00	\$0.00
Service Fittings	17	ea	\$950.00	\$16,150.00
<b>TOTAL SANITARY SEWER</b>				<b>\$56,834.80</b>
<b>LIFT STATION \ FORCE MAIN</b>				
Lift Station	0	ls	\$0.00	\$0.00
	0	ls	\$0.00	\$0.00
	0	lf	\$0.00	\$0.00
	0	ea	\$0.00	\$0.00
	0	ls	\$0.00	\$0.00
<b>TOTAL LIFT STATION\ FM</b>				<b>\$0.00</b>

06:57:31 AM

V.J. Usina Contracting Inc.

BILL OF SALE ANDY.123



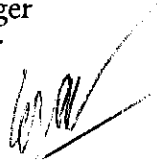
**ST. JOHNS COUNTY**  
UTILITY DEPARTMENT  
2175 Mizell Road  
P.O. Drawer 3006  
St. Augustine, Florida 32085-3006

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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:** Mary Ann Blount, Real Estate Manager  
Laurie Braddock, Real Estate Officer

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

**SUBJECT:** Spanish Oaks Subdivision, Bill of Sale and Easement for Utilities

**DATE:** January 28, 2002

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

The attached documents, "Easement for Utilities" 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.

