

RESOLUTION NO. 2002- 89

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO ANASTASIA DUNES UNIT ONE.

WHEREAS, JNM Makarios Development Venture, Ltd., 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 Anastasia Dunes, Unit One; and

WHEREAS, 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 21st day of May, 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 5-22-02

Prepared by and Return to:

James N. McGarvey, Jr.
2453 So. Third Street
Jacksonville Beach, FL 32250

Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 26 day of Dec., 2001, by JNM MAKARIOS DEVELOPMENT VENTURE, LTD., with an address of 2453 South Third Street, Jacksonville Beach, Florida 32250, 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 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 and right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances, including but not limited to, those set forth on Exhibit "B" attached hereto and to the following:

(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 to 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 relation 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 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.

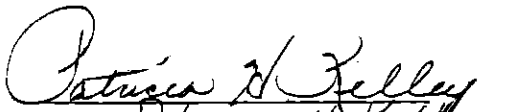
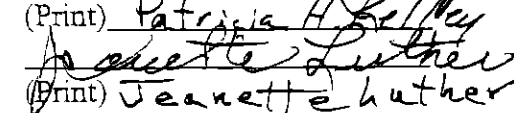
4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

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.

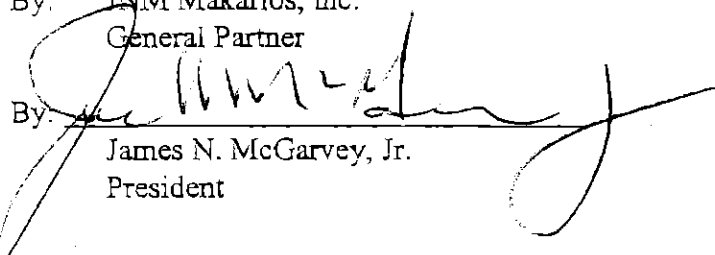
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and
Delivered in the
presence of:

JNM Makarios Development Venture, Ltd.; a
Florida limited partnership

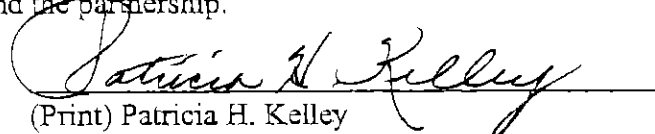

(Print) Patricia H. Kelley

(Print) Jeannette Luther

By: JNM Makarios, Inc.
General Partner


By: James N. McGarvey, Jr.
President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26 day of Dec. 2001, by James N. McGarvey, Jr., as President of JNM Makarios, Inc., a Florida corporation, the general partner of JNM MAKARIOS DEVELOPMENT VENTURE, LTD, a Florida limited partnership, on behalf of the corporation and the partnership.


(Print) Patricia H. Kelley
NOTARY PUBLIC
State of Florida at Large

CONSENT AND JOINDER

SouthTrust Bank, N.A., a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1474, page 1284, 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, N.A.

S. Ann Mahoney
(Print) S. ANN MAHONEY
Linda L. Wilds
(Print) LINDA L. WILDS

By: Scott Baldwin
(Print) SCOTT BALDWIN
Its ASSISTANT VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 07 day of January, 2002 by Scott Baldwin, as Asst. Vice Pres. of SouthTrust Bank, N.A., on behalf of the Association.

Ingrid C. Thompson
(Print) Ingrid C. Thompson
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known
or Produced I.D.



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 F, all within the plat of Anastasia Dunes Unit One, recorded in Map Book 40, pages 80 through 88, 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

1. MASTER DECLARATION OF AGREEMENTS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAKARIOS ON THE ISLAND recorded February 16, 2000 in Official Records Book 1474, page 1317; FIRST AMENDMENT thereto recorded November 27, 2000 in Official Records Book 1545, page 978 and SECOND AMENDMENT thereto recorded November 27, 2000 in Official Records Book 1545, page 983, of the public records of St. Johns County, Florida.
2. FINAL DEVELOPMENT ORDER recorded July 17, 2001 in Official Records Book 1627, page 1330, of the public records of St. Johns County, Florida.
3. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS FOR ANASTASIA DUNES recorded August 3, 2001 in Official Records Book 1635, page 23, of the public records of St. Johns County, Florida,
4. ADOPTION AND DEDICATION, GENERAL NOTES, EASEMENTS and other matters as set forth on the plat of ANASTASIA DUNES UNIT ONE, recorded in Map Book 40, pages 80 through 88, of the public records of St. Johns County, Florida.

All of the Public Records of St. Johns County, Florida

Exhibit "B" to Resolution

BILL OF SALE

THAT JNM MAKARIOS DEVELOPMENT VENTURE, LTD., a Florida 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 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 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.

WITNESSES:

JNM MAKARIOS DEVELOPMENT VENTURE, LTD.
a Florida Limited Partnership

Patricia H. Kelley
Patricia H. Kelley
Dillon K. Herring
Dillon K. Herring

By: JNM MAKARIOS, INC.
General Partner

Sign: *James N. McGarvey, Jr.*
James N. McGarvey, Jr. President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26 day of December, 2001, by JAMES N. MCGARVEY, JR., President of JNM Makarios, Inc., a Florida corporation. He is personally known to me and did not take an oath.

Patricia H. Kelley
Patricia H. Kelley, Notary Public
Commission No. CC722880

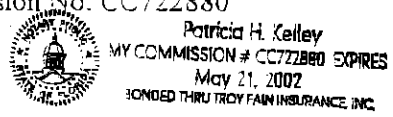


Exhibit A

A PORTION OF GOVERNMENT LOTS 4 AND 5, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. AUGUSTINE BEACH, ST. JOHNS COUNTY, FLORIDA.

CAPTION

A reprint of a portion of Makarios Unit One, as recorded in Map Book 39, Pages 26, 27, 28, 29, 30 and 31 of the Public Records of St. Johns County, Florida, together with a portion of Government Lots 4 and 5, Section 3, Township 8 South, Range 20 East, said St. Johns County, Florida, and all being more particularly described as follows: COMMENCING at the Northwesterly corner of said Government Lot 5; thence South 00°50'05" West, along the West line of said Government Lot 5, and along the Easterly boundary of Magnolia Dunes, as recorded in Map Book 31, Pages 83, 84, 85, 86 and 87 of said Public Records, a distance of 957.44 feet for a POINT OF BEGINNING; thence South 88°51'59" East, a distance of 144.05 feet to the point of curvature of a curve concave Northwesterly and having a radius of 30.00 feet; thence Northeasterly around and along the arc of said curve, a distance of 58.25 feet, said arc being subtended by a chord bearing and distance of North 35°30'29" East, 49.52 feet; thence North 89°41'08" East, a distance of 134.30 feet; thence Northerly around and along the arc of a curve concave Easterly and having a radius of 250.00 feet, a distance of 39.29 feet, said arc being subtended by a chord bearing and distance of North 17°22'36" West, 39.25 feet; thence North 77°07'31" East, a distance of 259.15 feet; thence North 00°00'00" West, a distance of 593.53 feet, thence North 90°00'00" West, a distance of 142.05 feet; thence Northwesterly around and along the arc of a curve concave Southwesterly and having a radius of 753.00 feet, a distance of 104.96 feet, said arc being subtended by a chord bearing and distance of North 32°56'57" West, 104.88 feet to the point of reverse curvature of a curve concave Southeastery and having a radius of 64.00 feet; thence Northwesterly, Northerly and Northeasterly around and along the arc of said curve, a distance of 151.48 feet, said arc being subtended by a chord bearing and distance of North 30°51'41" East, 118.51 feet to the point of reverse curvature of a curve concave Northerly and having a radius of 418.00 feet; thence Easterly around and along the arc of said curve, a distance of 17.45 feet, said arc being subtended by a chord bearing and distance of South 82°31'48" East, 17.45 feet, thence North 00°57'23" West, a distance of 129.49 feet, thence North 15°21'20" East, a distance of 50.32 feet; thence North 00°57'23" West, a distance of 138.45 feet; thence North 85°37'45" East, a distance of 117.07 feet; thence North 02°03'13" East, a distance of 454.24 feet; thence Northerly around and along the arc of a curve concave Easterly and having a radius of 328.00 feet, a distance of 125.02 feet, said arc being subtended by a chord bearing and distance of North 20°26'51" West, 124.27 feet; thence North 80°28'20" East, a distance of 128.00 feet; thence Northerly around and along the arc of a curve concave Easterly and having a radius of 200.00 feet, a distance of 39.32 feet, said arc being subtended by a chord bearing and distance of North 03°53'46" West, 39.25 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 200.00 feet; thence Northerly around and along the arc of said curve, a distance of 51.85 feet, said arc being subtended by a chord bearing and distance of North 05°41'27" West, 51.70 feet, thence North 76°52'57" East, a distance of 50.00 feet; thence South 88°45'30" East, a distance of 492.96 feet, thence South 02°30'51" West, a distance of 968.04 feet, thence South 14°30'50" East, a distance of 216.04 feet; thence Southeastery around and along the arc of a curve concave Southwesterly and having a radius of 250.00 feet, a distance of 147.49 feet, said arc being subtended by a chord bearing and distance of South 62°52'43" East, 145.36 feet to the point of reverse curvature of a curve concave Northeasterly and having a radius of 149.47 feet; thence Southeastery around and along the arc of said curve, a distance of 65.70 feet, said arc being subtended by a chord bearing and distance of South 58°34'05" East, 65.17 feet to the point of tangency of said curve; thence South 71°09'33" East, a distance of 22.44 feet to the point of curvature of a curve concave Northwesterly and having a radius of 25.00 feet; thence Northeasterly around and along the arc of said curve, a distance of 39.28 feet, said arc being subtended by a chord bearing and distance of North 63°49'52" East, 35.36 feet, to a point of tangency of said curve and a point situate in the Westerly right of way line of County Road No. A-1-A (also known as Beach Boulevard), a 100 foot right of way as recorded in Right of Way Map recorded in Road Plat Book 1, Pages 34, 35, 36 and 37 of said Public Records, thence South 18°49'17" West, along said Westerly right of way line of County Road No. A-1-A, a distance of 1,102.74 feet to a point situate in the South line of said Government Lot 5; thence North 88°51'59" West, along said South line of Government Lot 5, a distance of 1,084.88 feet to the Southwest corner thereof, the same being the Southeast corner of said plot of Magnolia Dunes; thence North 00°50'05" East, along said West line of Government Lot 5 and along the East line of Magnolia Dunes, a distance of 367.91 feet to the POINT OF BEGINNING.

Containing 41.96 acres, more or less.

ANASTASIA DUNES SCHEDULE OF VALUES

SANITARY SEWER

Sanitary Sewer Manholes	38 X \$2,375.66 =	90,275.00
8" PVC SDR - 35 Main	3,092 LF X \$14.60 =	45,815.00
8" PVC SDR - 26 Main	1,570 LF X \$20.50 =	32,185.00
Sanitary Sewer Services	69 X \$492.76 =	34,000.00

LIFT STATIONS

Lift Station - Anastasia Dunes LS	126,000.00
6" Force main w/ valves & Bends 2,351 LF X \$22.50	53,000.00
Lift Station Mag Dunes LS	105,000.00
Scada System	18,500.00

WATER MAIN

10" PVC DR-25 Main W/ Values & Bends	
3,230 LF X \$40.82 =	131,838.70
8" PVC - DR- 25 Main W/Values & Bends	
1,314 LF X \$24.00 =	31,536.00
6" PVC - DR- 25 Main W/Valves & Bends	
360 LF X \$12.50 =	4,500.00
4" PVC DR-25 Main W/Valves & Bends	
333 LF X \$6.60 =	2,197.80
2" PVC DR-26 Main W/Values & Bends	
95Lf X \$4.50 =	427.50

FROM :

FAX NO. :

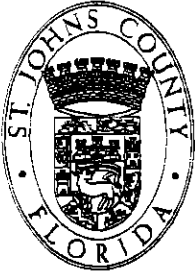
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Fire Hydrants 9 X \$1,500.00 =	13,500.00
Water Services 69 X \$536.31	37,000.00

38.	8" PVC (SDR-35) Sanitary Sewer	0-6'	6-8'	8-10'	10-12'
		\$ <u>12.00</u> /LF	\$ <u>14.70</u> /LF	\$ <u>16.60</u> /LF	\$ <u>18.10</u> /LF
39.	8" PVC (SDR-26) Sanitary Sewer	12-14'	14-16'	16-18'	18-20'
		\$ <u>20.50</u> /LF	\$ <u>21.75</u> /LF	\$ <u>25.00</u> /LF	\$ <u>30.00</u> /LF
40.	Type "A" Sanitary Sewer Manhole	0-6'	6-8'	8-10'	10-12'
		\$ <u>1225.00</u> /EA	\$ <u>1500.00</u> /EA	\$ <u>1800.00</u> /EA	\$ <u>2000.00</u> /EA
		12-14'	14-16'		
		\$ <u>2300.00</u> /EA	\$ <u>2800.00</u> /EA		
41.	Type "A" Sanitary Sewer Manhole (Sewer Coated)	0-6'	6-8'	8-10'	10-12'
		\$ <u>2150.00</u> /EA	\$ <u>2845.00</u> /EA	\$ _____/EA	\$ _____/EA
		12-14'	14-16'		
		\$ _____/EA	\$ <u>5600.00</u> /EA		
42.	Type "B" Sanitary Sewer Manhole (Sewer Coated)	6-8'	8-10'	10-12'	12-14'
		\$ <u>3050.00</u> /EA	\$ <u>3700.00</u> /EA	\$ <u>4700.00</u> /EA	\$ <u>5400.00</u> /EA
		14-16'			
		\$ <u>6000.00</u> /EA			
43.	Dewatering (Sanitary Sewer Piping)			\$ <u>8.00</u> /LF	
44.	10" PVC (DR25) Water Main			\$ <u>10.50</u> /LF	
45.	8" PVC (DR-25) Water Main			\$ <u>8.00</u> /LF	
46.	6" PVC (DR-25) Water Main			\$ <u>7.50</u> /LF	
47.	4" PVC (DR-25) Water Main			\$ <u>4.60</u> /LF	
48.	20" PVC Casing			\$ <u>29.30</u> /LF	
49.	18" PVC Casing			\$ <u>24.20</u> /LF	
	12"			\$ <u>17.00</u> /LF	
50.	24 " PVC Casing			\$ _____/LF	
51.	2" PVC Sleeve			\$ <u>3.50</u> /LF	
52.	10" M.J. (Restrained) Plug			\$ <u>170.00</u> /EA	
53.	10" M.J. (Restrained) 90 Degree Bend			\$ <u>245.00</u> /EA	
54.	10" M.J. (Restrained) 45 Degree Bend			\$ <u>215.00</u> /EA	
55.	10" M.J. (Restrained) 22.5 Degree Bend			\$ <u>215.00</u> /EA	
56.	10" M.J. (Restrained) 11.25 Degree Bend			\$ <u>235.00</u> /EA	

57.	10"x10" M.J. (Restrained) Tee	\$ <u>235.00</u> /EA
58.	8"x2" M.J. (Restrained) Reducer	\$ <u>150.00</u> /EA
59.	10" Gate Valve with Box and Cover	\$ <u>825.00</u> /EA
60.	8" Gate Valve with Box and Cover	\$ <u>560.00</u> /EA
61.	2" Flushing Hydrant	\$ <u>300.00</u> /EA
62.	6" PVC (SDR-35) Sanitary Sewer Service with cleanout	\$ <u>320.00</u> /EA
63.	Force Main Air Release Valve	\$ <u>750.00</u> /EA
64.	6" Fire Hydrant and Assembly	\$ <u>1500.00</u> /EA
65.	Single Water Service with Meter Box	\$ <u>270.00</u> /EA
66.	Double Water Service with Meter Box	\$ <u>385.00</u> /EA
67.	Connect to existing 8" water main	\$ <u>585.00</u> /LS
68.	Connect to existing 8" sanitary sewer manhole	\$ <u>1200.00</u> /LS
69.	Television Inspection (Sanitary Sewer Piping)	\$ <u>1.30</u> /LF
70.	Pressure Test Water Main	\$ <u>1.00</u> /LF
71.	Pressure Test Force Main	\$ <u>.75</u> /LF
72.	Bacteriological Testing	\$ <u>.25</u> /LF
73.	Directional Bore - 10" water main	\$ <u>74.00</u> /LF
74.	Directional Bore - 6" force main	\$ <u>53.00</u> /LF

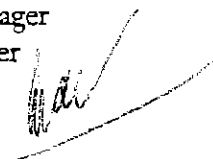
Lift Station and related equipment
 Located on Tract E, Anastasia Dunes, Unit DNE



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

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

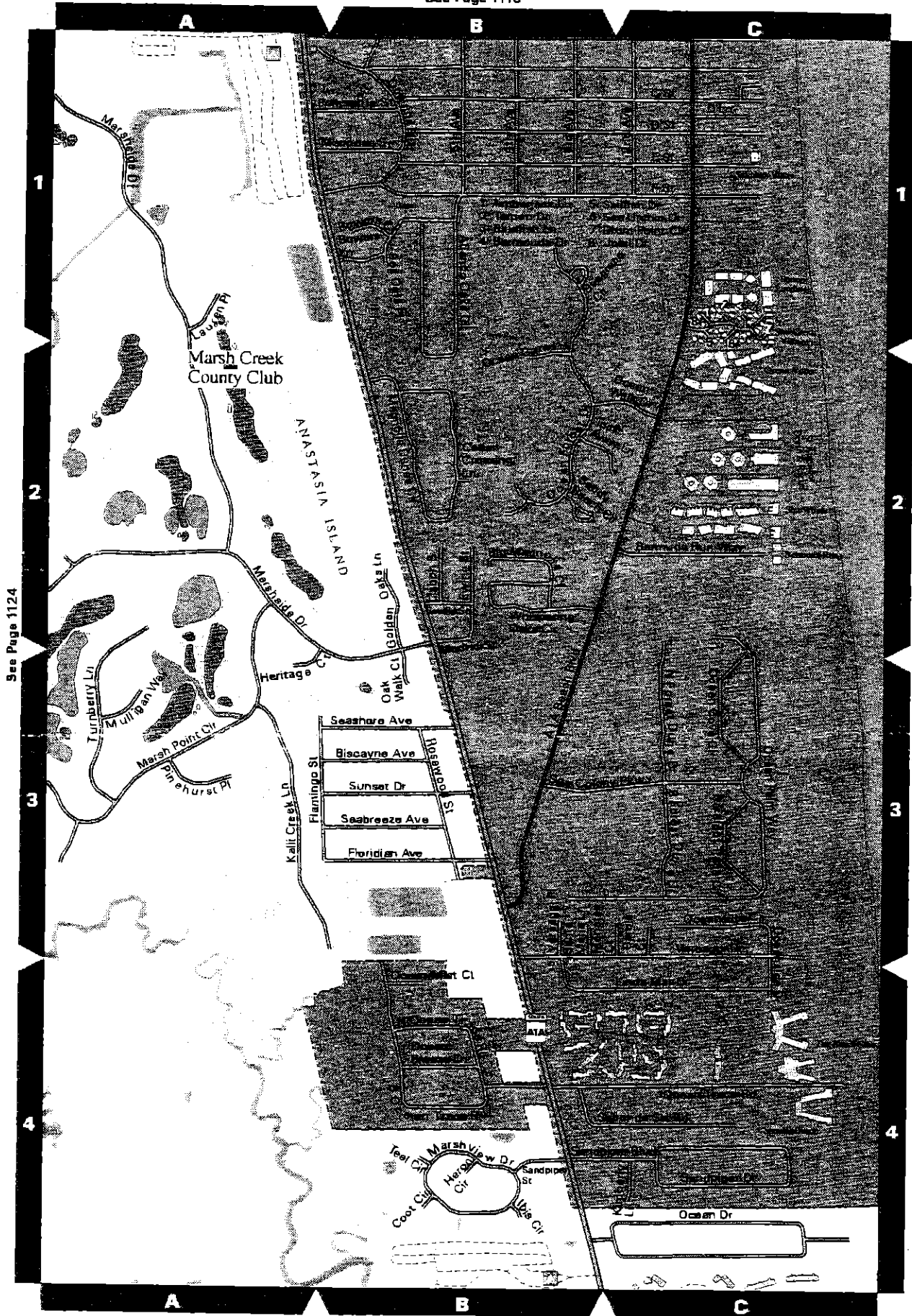
SUBJECT: Anastasia Dunes Unit One, Bill of Sale and Easement for Utilities

DATE: April 16, 2002

Please be informed that the water and sewer infrastructure for the subdivision - Anastasia Dunes 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 and the acceptance letters for placing the systems in service have been received for both water and sewer.



See Page 1124