

RESOLUTION NO. 2003- 149

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO COURTYARD VILLAS OF MONTEREY SUBDIVISION AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, North River Holding, LLC, 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 Courtyard Villas of Monterey 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", the Utility Appraisal Report value page is included as Exhibit "C", incorporated by reference and made a part hereof. Upon the passage of this Resolution, the Complete Appraisal Summary Report will be submitted to the St. Johns County Finance Division to comply with the Government Accounting Standards Board 34 Finance Rule; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept this Easement for the health, safety and welfare of the citizens in that area.

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 attached and incorporated hereto, is 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 12th day of August, 2003.

**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 8-19-03

Exhibit "A" to Resolution

This instrument prepared by/return to:
Gary B. Davenport
CHIUMENTO & ASSOCIATES, P.A.
4-B Old Kings Road North
Palm Coast, FL 32137

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 20th day of May, 2003, by **North River Holding, LLC, a Florida limited liability company** with an address of 1548 The Greens Way, Suite 4, Jacksonville, 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 32088, 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, 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:

GRANTOR SIGNATURE BLOCK

NORTH RIVER HOLDING, LLC, A
FLORIDA LIMITED LIABILITY COMPANY

Anita M. Farace
Print: Anita M. Farace

By: Robert L. Johnson

Judy V. Buckner
Print: Judy V. Buckner

Print Name: Robert L. Johnson

Title: Member

STATE OF FLORIDA)
) SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 20th day of May, 2003,
by Robert L. Johnson, as Member of NORTH RIVER HOLDING, LLC on behalf
of the _____

Judy V. Buckner
NOTARY PUBLIC

(SEAL)

Personally known
or Produced ID
(check one of the above)
Type of Identification Produced

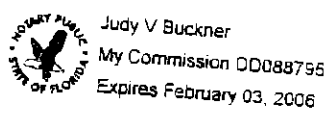


EXHIBIT A to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives all areas designated "utility easement areas", all within the plat of Courtyard Villas of Monterey, recorded in Map Book 44, pages 78 through 79 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."

BILL OF SALE

THAT NORTH RIVER HOLDING, LLC, a Florida limited liability company 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 consideration to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o. Clerk of Courts, Post Office Draw 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"). The Extension includes the improvements described on the attached Exhibit B.

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 is as is.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns.

IT 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:

Anita M. Farace
Print: Anita M. Farace

Judy V. Buckner
Print: Judy V. Buckner

NORTH RIVER HOLDING, LLC, A
FLORIDA LIMITED LIABILITY COMPANY

By: Robert L. Johnson

Print Name: Robert L. Johnson

Title: member

STATE OF FLORIDA)
) SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 20th day of May, 2003,
by Robert L. Johnson as Member of NORTH RIVER HOLDING, LLC, on behalf
of the _____

Judy V. Buckner
NOTARY PUBLIC
(SEAL)

Personally known
or Produced ID _____
(check one of the above)
Type of Identification Produced


 Judy V Buckner
My Commission DD088796
Expires February 03, 2006

EXHIBIT A to Bill of Sale

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives all areas designated "utility easement areas", all within the plat of Courtyard Villas of Monterey, recorded in Map Book 44, pages 78 through 79 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."

5/1/03 SCHEDULE of VALUES

Andy Campbell

01-May-03

BILL of SALE
Marshall Creek
MV - 1

Furnish & Install Quantity Unit Unit Cost Total Cost

WATER DISTRIBUTION

12" DR25 pipe	42	LF	\$26.00	\$1,092
10" DR25 pipe	885	LF	\$23.00	\$20,355
6" DR25 pipe	43	LF	\$18.62	\$801
4" DR25 pipe	565	LF	\$17.50	\$9,888
fire hydrants	2	EA	\$3,200.00	\$6,400
12" GV	1	EA	\$2,200.00	\$2,200
10" GV	3	EA	\$2,150.00	\$6,450
6" GV	2	EA	\$1,875.00	\$3,350
4" GV	4	EA	\$1,425.00	\$5,700
Water Services	22	EA	\$180.00	\$3,520
TOTAL WATER				\$59,755

SANITARY SEWER

SDR 35 PVC \ 8"	241	lf	\$17.25	\$4,157
SDR 26 PVC \ 8"	793	H	\$20.00	\$15,860
Sewer Manhole(s)	7	ea	\$3,413.00	\$23,991
Sewer Services	26	ea	\$2,045.45	\$53,182
TOTAL SANITARY SEWER				\$97,090

LIFT STATION \ FORCE MAIN

		ea		\$0
		lf		\$0
TOTAL LIFT STATION \ FM		ea	\$0.00	\$0

TOTAL \$156,845

IMPROVEMENTS

EXHIBIT B to Bill of Sale

CRENSHAW • WILLIAMS APPRAISAL COMPANY
REAL ESTATE APPRAISERS - CONSULTANTS
5150 BELFORT ROAD SOUTH, BUILDING 600, SUITE B
JACKSONVILLE, FLORIDA 32256

ROBERT D. CRENSHAW, MAI
President
Florida State-Certified General Appraiser 0000709
Georgia State-Certified General Appraiser CG002546

J. Mark Williams
Vice President
Florida State-Certified General
Appraiser 0001501

Deborah L. Cervi, SRA
Florida State-Certified General
Appraiser 0001522

June 30, 2003

Mr. Robert Johnson
Fletcher Land Corporation
1548 Green Way, Suite 4
Jacksonville Beach, Florida 32250

Re: Appraisal of the Utility Easement (Villas of Monterey - Marshall Creek DRI EV-3 in the Marshall Creek Subdivision containing 1.21 acres of land within the Palencia golf and country club in the Northeast Planning District of St. Johns County, St. Augustine, Florida 32095.

Dear Mr. Johnson:

As requested, I have prepared a limited restricted appraisal of the utilities easement for located within the roadway for the Marshall Creek Subdivision.

The subject property is a utility easement containing 1.21 acres of land. It is dedicated as an easement area for water and sewer utility services within the Marshall Creek Subdivision and is considered to be entirely usable. The property is located within Palencia, a gated golf and country club community located along the west bank of the Intracoastal Waterway.

The value is for 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 and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer collection system, over and upon the real property containing 1.21 acres together with rights of ingress and egress on and over the easement.

This appraisal has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation.

This appraisal was not rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.

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JUL - 2 2003

Page Two
June 30, 2003

Subject to the definition of market value as set forth in this report, as well as the General Assumptions and Limiting Conditions, it is our opinion the value of the easement as of June 30, 2003 is as follows:

**Value of the 1.21-Acre Utility Easement in Courtyard
Villas of Monterey \$9,100.00**

Thank you for the opportunity to have been of service to you in this matter.

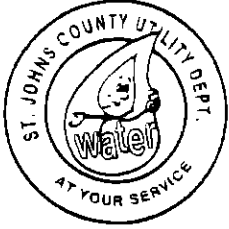
Respectfully submitted,

Crenshaw • Williams Appraisal Company



Robert D. Crenshaw, MAI
State-Certified General Real
Estate Appraiser No. RZ709

ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners



P.O. Box 3006
St. Augustine, Florida 32085-3006
Phone: (904) 471-2161 • Toll Free: 1-877-837-2311
Administrative Fax: (904) 461-7619
Billing Dept. Fax: (904) 461-3995

July 21, 2003

St. Johns County Real Estate Department
Attn: Nanette Bradbury
Real Estate Coordinator
P.O. Box 349
St. Augustine, FL 32095-0349

**RE: Easement for Utilities and Bill of Sale for Water and Wastewater
Infrastructure for Marshall Creek DRI – Palencia Parcel MV-1**

Dear Ms. Bradbury:

This is in reference to the transmittal letter to Laurie Braddock, dated June 30, 2003 from Gary B. Davenport of the law firm, Chiumento & Associates, P.A.

Please be informed that we have reviewed and approved the reference documents for the utility easements. Please submit to the Board of County Commissioners for their final approval and acceptance.

Sincerely,

Herbert A. Van Der Mark
Construction Manager of Utilities
St. Johns County

cc: Gary B. Davenport, fax: 386-447-1336