

RESOLUTION NO. 2003- 202

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO SIX MILE CREEK NORTH UNIT 3 PARCEL 21 SUBDIVISION AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, SJ Land Associates, LLC, 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 Six Mile Creek North Unit 3 Parcel 21 Subdivision; and

WHEREAS, SJ Land Associates, LLC has also executed and presented the Bill of Sale conveying all personal property associated with the water and sewer system 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 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 28th day of October, 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 11-3-03

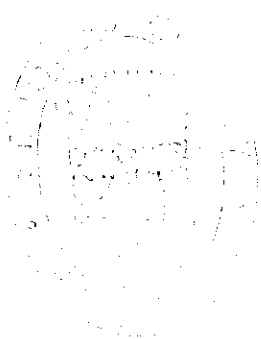


Exhibit "A" to Resolution

THIS DOCUMENT PREPARED
BY AND RETURN TO:

KATHRYN F. WHITTINGTON, ESQUIRE
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202-4327
(904) 353-1980

EASEMENT FOR UTILITIES
SIX MILE CREEK NORTH
[UNIT 3, PARCEL 21 AND ASSOCIATED IMPROVEMENTS]

THIS EASEMENT is executed and given this 27 day of August, 2003, by **SJ LAND ASSOCIATES, LLC**, with an address of c/o Davidson Development, Inc., 101 East Town Place, Suite 200, St. Augustine, Florida, 32092, 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 containing approximately 1.41 acres (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, if any.

(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.

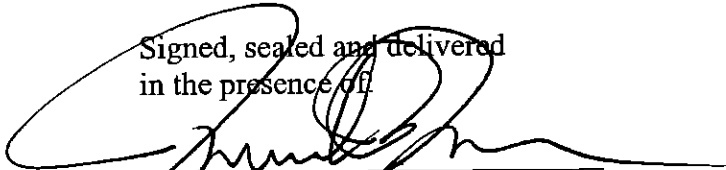
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or 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 to the extent permitted by law for damage caused to improvements by Grantee's negligence.

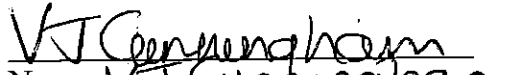
4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

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.

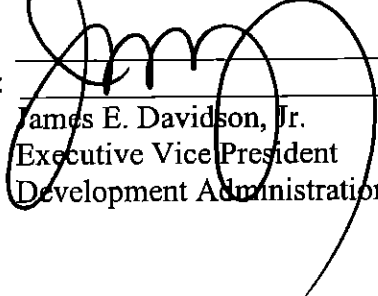
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
in the presence of


Name: RICK PARLANI


Name: VJ Cunningham

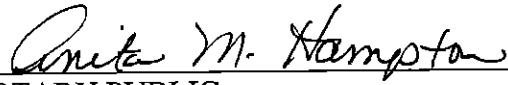
SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

By: 
Name: _____

James E. Davidson, Jr.
Executive Vice President
Development Administration/ Manager

STATE OF FLORIDA)
)SS
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 29th day of August, 2003, by JAMES E. DAVIDSON, JR., as Manager and Executive Vice President of Development Administration of SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company.



NOTARY PUBLIC
State of Florida at Large Commission # _____
My Commission Expires:
Personally Known or Produced I.D. _____
[check one of the above]
Type of Identification Produced



EXHIBIT "A" to Resolution

THE EASEMENT AREA GRANTED BY THIS DOCUMENT SHALL INCLUDE THE RIGHT-OF-WAY OF BERENSTEIN DRIVE AS SHOWN ON THE SAINT JOHNS SIX MILE CREEK NORTH UNIT 3, PARCEL 21 PLAT RECORDED IN MAP BOOK 45, PAGES 76 THROUGH 77 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (THE "PLAT").

THE EASEMENT AREA SHALL NOT INCLUDE THE DRIVEWAYS TO INDIVIDUAL HOMES EXCEPT FOR THE PART OF SUCH DRIVEWAYS WITHIN THE ROAD RIGHT-OF-WAY.

CONSENT AND JOINDER

Regions Bank, an Alabama corporation, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1353, page 1142 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:

REGIONS BANK, an Alabama corporation

Louise Belfi
Name: LOUISE BELFI

By: *Dennis Ward*
Name: DENNIS WARD
Its: PRESIDENT

Mara J Helms
Name: MARA J HELMS

STATE OF FLORIDA }
 }SS
COUNTY OF Seminole }

The foregoing instrument was acknowledged before me this 28th day of AUGUST, 2003, by DENNIS WARD, as PRESIDENT of Regions Bank, an Alabama corporation, on behalf of the corporation.

MARA J. HELMS
Notary Public, State of Florida
My comm. exp. Oct. 12, 2005
Comm. No. DD 054886

Mara J Helms
(Print Name MARA J HELMS)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

THIS DOCUMENT PREPARED
BY AND RETURN TO:
KATHRYN F. WHITTINGTON, ESQUIRE
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202-4327
(904) 353-1980

BILL OF SALE

**UTILITY IMPROVEMENTS/SIX MILE CREEK NORTH
UNIT 3, PARCEL 21 AND ASSOCIATED IMPROVEMENTS**

SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, for and in consideration of the sum of Ten and No/100 Dollars (\$10) 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 sewage collection and potable water distribution system (the "Improvements") for portions of Six Mile Creek North within the Saint Johns project. All of the Improvements are included on approved construction plan drawings for Unit 3, Parcel 21 prepared by England-Thims & Miller, titled Six Mile Creek North Parcels 4 & 21, last revision date of July 19, 2002, and marked approved by St. Johns County on September 3, 2002 (the "Plans"). Portions of the Improvements are lying within the right-of-way of Berenstein Drive as shown on the Saint Johns Six Mile Creek North Unit 3, Parcel 21 Plat recorded at Map Book 45, pages 76 through 77 of the public records of St. Johns County, Florida. Said personal property, fixtures and equipment are more particularly described on the attached Exhibit "A."

SJ Land Associates, LLC 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; that it has 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, SJ Land Associates, LLC has caused this instrument to be duly executed and delivered by its duly authorized officer on this __ day of August, 2003.

SJ LAND ASSOCIATES, LLC, a Delaware
limited liability company

By: _____

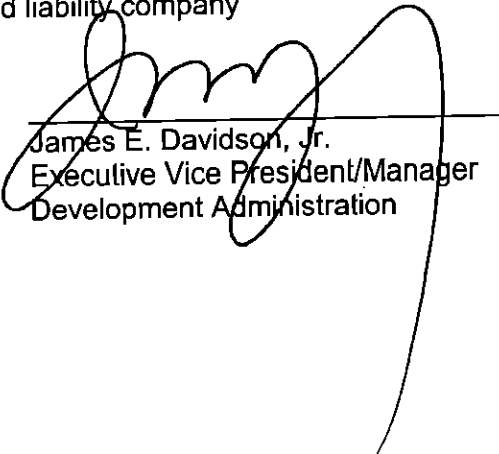

James E. Davidson, Jr.
Executive Vice President/Manager
Development Administration

EXHIBIT "A" to Bill of Sale

SIX MILE CREEK NORTH UNIT 3, PARCEL 21

(Schedule of Values)

VALLENCOURT CONSTRUCTION CO., INC.

P. O. Box 65849

Orange Park, Florida 32065-5849

904-291-9330 FAX 904-291-4922

Six Mile Creek North - Parcel 21

Utility Schedule of Values

1	**** Sanitary Sewer ****				
2	Type "A" Manhole 4-8' deep MH-8	1	EA	51,980.00	51,980.00
3	Type "A" Manhole 6-8' deep MH-5	2	EA	2,520.0000	5,040.00
4	Type "A" Manhole 8-10' deep MH-3 & 4	2	EA	3,200.0000	6,400.00
5	Type "A" Manhole 10-12' deep MH-2	1	EA	3,940.0000	3,940.00
6	Type "A" Manhole 14-16' deep MH-1	1	EA	5,200.0000	5,200.00
7	8" PVC Sewer Pipe 8-8' deep blw 5 & 6	654	LF	20.9200	13,580.88
8	8" PVC Sewer Pipe 8-10' deep blw @ & 4	278	LF	28.4100	7,841.98
9	8" PVC Sewer Pipe 12-14' deep blw 1 & 2	268	LF	38.3200	10,244.56
10	Connect to Existing Stubout 15' Deep	1	EA	1,440.0000	1,440.00
11	8" Sewer Services	27	EA	420.0000	11,340.00
12	Handle Unsub'd in Pipe Trenches	1,330	CY	5.9500	7,913.50
13	T.V. Test and Flush Sewer Main	1,056	LF	3.8500	4,085.60
14	SEWER MAIN PARCEL 21				576,375.32
15					
16	**** WATER ****				
17	8" PVC Water Main	470	LF	512.50	65,875.00
18	8" Joint Restraints	7	EA	180.0000	1,260.00
19	8" 22.5 Bend	8	EA	370.0000	2,960.00
20	8" 11.25 Bend	1	EA	385.0000	385.00
21	8" 45 Bend	1	EA	370.0000	370.00
22	8" sleeve	1	EA	1,290.0000	1,290.00
23	8x8" MJ Tee	1	EA	530.0000	530.00
24	8x5" MJ Reducer	1	EA	340.0000	340.00
25	6" PVC Watermain	250	LF	9.8000	2,450.00
26	6" Joint Restraints	7	EA	135.0000	945.00
27	6" Gate Valve	2	EA	786.0000	1,572.00
28	6" MJ 45 Bend	4	EA	310.0000	1,240.00
29	6" MJ Tee	1	EA	470.0000	470.00
30	6x4" MJ Reducer	1	EA	300.0000	300.00
31	4" PVC Watermain	340	LF	6.1800	2,141.00
32	4" Joint Restraints	6	EA	122.5000	735.00
33	4" Gate Valve	1	EA	658.0000	658.00
34	4" MJ 45 degree Bend	1	EA	200.0000	200.00
35	4" MJ 22 degree Bend	10	EA	205.0000	2,050.00
36	4x2" Tap Cap	10	EA	130.0000	1,300.00
37	Valve Boxes	3	EA	240.0000	720.00
38	Fire Hydrant	2	EA	1,560.0000	3,120.00
39	2" Flushing Hyd	1	EA	780.0000	780.00
40	Double Water Services	13	EA	500.0000	6,500.00
41	Single Water Service	1	EA	275.0000	275.00
42	Sample Point	1	EA	250.0000	250.00
43	Pressure Test	1	LS	3,020.0000	3,020.00
44	SUBTOTAL WATER				41,056.00
45					
46	Surveying/Asbuilts for Water and Sewer	1	LS	5,635.0000	5,635.00
	SUBTOTAL				5,635.00
					\$122,966.32

BROOM, MOODY, JOHNSON & GRAINGER, INC.
REAL ESTATE APPRAISERS - CONSULTANTS
TELEPHONE (904) 296-3000
FAX (904) 296-8722

RONALD K. MOODY, MAI, SRA
ST. CERT. GEN. REA RZ0000864
FARLEY J. GRAINGER, MAI
ST. CERT. GEN. REA RZ0000859
JAMES TORO II, MAI, SRA
ST. CERT. GEN. REA RZ0001291

June 25, 2003

Mr. Ed Gill
Davidson Development
101 E. Townplace, Suite 200
St. Augustine, Florida 32092

RE: Complete Appraisal Summary Report for Utility Easement and Access R-O-W Easement of Parcel 21, located on Berenstein Drive in Six Mile Creek North, St. Johns County, Florida.

Dear Mr. Gill:

As requested, we have performed a **complete appraisal, summary report** of a 50-foot R-O-W access easement, of which a small portion is 60 feet, (Berenstein Drive R-O-W) for Parcel 21 located on Berenstein Drive off Oak Grove Avenue in Six Mile Creek North in St. Johns County, Florida. The value estimate contained herein reflects our opinion of market value of the easements as of June 1, 2003, as legally described in the appraisal that follows.

The **complete appraisal, summary report** will describe the subject property, its general neighborhood environment and influences, the method of approach to the valuation problem and contains data gathered in the investigation for this assignment. The appraisal report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it may not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraisers are not responsible for unauthorized use of this report.

This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in approval of a loan.

The highest and best use analysis of the subject property and the valuation estimates contained in this report are subject to the legal limitations of the land use identified herein. Furthermore, unless otherwise stated, it is assumed that the subject conforms to current zoning and land use requirements and complies with the Comprehensive Land Planning Act of St. Johns County.

Mr. Ed Gill
June 25, 2003
Page Two

Subject to the assumptions and limiting conditions and definition of market value as set forth in the **complete appraisal, summary report**, our opinion of the estimated market value of the easement interest of the property legally described herein, as of June 1, 2003, is as follows:

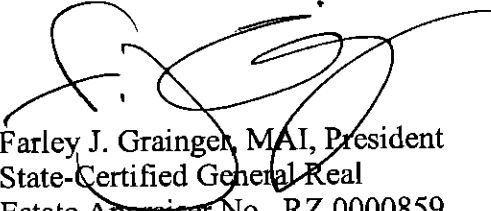
R-O-W Easement

\$20,000

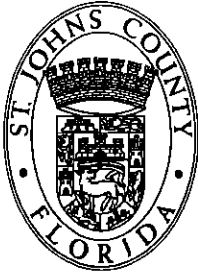
Thank you for the opportunity to have been of service to you in this matter.

Respectfully submitted,

BROOM, MOODY, JOHNSON & GRAINGER, INC.



Farley J. Grainger, MAI, President
State-Certified General Real
Estate Appraiser No. RZ 0000859
FJG/lb/38960



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: Nanette Bradbury, Real Estate Coordinator
FROM: Herbert A. Van Der Mark
Construction Manager of Utilities
SUBJECT: "Easement for Utilities" Six Mile Creek North, Parcel 21
DATE: September 30, 2003

A handwritten signature in black ink, appearing to read "H. Van Der Mark", is written over the name in the "FROM" field.

This is in reference to the transmittal letter to you, dated September 2, 2003 from Rick Pariani of Davidson Development, Inc.

Please be informed that we have reviewed and approved the four documents as referenced in the transmittal letter.

In addition, also find attached the complete appraisal summary report of Utility Easement and access (R-O-W) easement for Parcel 21.

Please submit the above referenced documents to the Board of County Commissioners for their final approval and acceptance.