

RESOLUTION NO. 2004- 13

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

RECITALS

WHEREAS, Cedars Development of St. Augustine Beach, Inc., a Florida Corporation, 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 sewer service to The Sanctuary Unit One and Two Subdivision; and

WHEREAS, the Bill of Sale conveying all personal property associated with the 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 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 20 day of January, 2004.

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

By: *Karen R. Stern*
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

Patricia Alex Grande
Deputy Clerk



Exhibit "A" to Resolution

This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN. 6-96-258

UTILITY EASEMENT

THIS UTILITY EASEMENT is executed and delivered this 10 day of Dec-
ember, 2003, by CEDARS DEVELOPMENT OF ST. AUGUSTINE BEACH, INC.,
a Florida corporation, ("Grantor") to 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").

PRELIMINARY STATEMENT

A. Grantor is the Declarant described in that certain Declaration of Covenants
and Restrictions for the Sanctuary - Unit One recorded in Official Records 1273, page
1168, as amended in Official Records 1602, page 1940, and Official Records 2010,
page 935, all of the public records of St. Johns County, Florida ("the Declaration").

B. In Article VIII, Section 8.1 of the Declaration Grantor reserved the right to
grant to any governmental unit an easement over a ten foot strip of land located along and
adjacent to the front line of all lots subject to the Declaration for all purposes, including the
construction, maintenance, operation and repair of sewer lines, without the consent of any
Lot Owner.

NOW, THEREFORE, 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
and its successors, legal representatives and assigns forever a non-exclusive easement for
the purpose of construction, installation, operation and maintenance of underground sewer
lines ("the Underground Sewer Lines") on and under the following real property located in
St. Johns County, Florida:

**A TEN FOOT WIDTH STRIP OF LAND BEING THE EAST 10 FEET OF
LOT 7, BLOCK 1, THE SANCTUARY UNIT 1, RECORDED IN MAP BOOK
31, PAGES 3 THRU 6, PUBLIC RECORDS OF ST. JOHNS COUNTY,
FLORIDA; AND THE EAST 10 FEET OF LOT 8 AND THE EAST 10 FEET
OF THE SOUTH 30 FEET OF LOT 9, BLOCK 1, SANCTUARY UNIT 2,**



**RECORDED IN MAP BOOK 45, PAGES 16 THRU 20, PUBLIC RECORDS
OF SAID COUNTY. CONTAINING 2,140 SQUARE FEET / 0.05 ACRES
MORE OR LESS ("THE EASEMENT PROPERTY").**

together with the right of ingress and egress over the Easement Property as necessary for the use and enjoyment of such easement.

1. Reservation of Rights. Grantor reserves the right:

a. To use 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, however, that any additional utilities to be installed within the Easement Property shall be installed in accordance with applicable state regulations.

b. To relocate the easement granted herein at any time, provided Grantor pays all cost of relocating the Underground Sewer Lines 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.

2. Obligations of Grantee. By its acceptance of this easement, Grantee hereby agrees:

a. At its expense, to maintain the Underground Sewer Lines installed within the Easement Property. Grantor shall not be responsible for the maintenance of sewer service laterals, which shall be the responsibility of the Grantee and Grantee's successors and assigns. To the extent permitted by law, Grantee hereby specifically indemnifies and holds Grantor harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

b. To the extent permitted by law, to indemnify and hold Grantor and its successors and assigns harmless from and against any and all liability, loss or damage, including attorneys' fees, occasioned by any negligent act or omission of Grantee or its agents and employees arising out of or related to Grantee's use of the Easement Property or the construction, installation, operation and maintenance of Underground Sewer Lines located therein.

c. After the installation, construction, repair, replacement or removal of any Underground Sewer Lines, 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 and 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 the Underground Sewer Lines or related equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

d. To exercise its easement rights in a manner which will not unreasonably interfere with the use and occupancy of improvements constructed on the adjacent property.

3. **Binding Effect.** This easement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective legal representatives, 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.

4. **Conditions.** The easement granted by this agreement is subject to the Declaration and any other covenants, restrictions, easements, liens, and encumbrances of record.

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

Signed, sealed and delivered
in the presence of:

CEDARS DEVELOPMENT OF ST.
AUGUSTINE BEACH, INC., a Florida
corporation,

Bonnie Garrison
Witness BONNIE GARRISON
(type or print name)

By: John A. Lester
John A. Lester
Its President

F. Neil Capella
Witness F. Neil Capella
(type or print name)

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 10 day of December, 2003, by John A. Lester, as president of Cedars Development of St. Augustine Beach, Inc., a Florida corporation, who () is personally known to me or () has produced _____ as identification.



BONNIE A. GARRISON
Notary Public, State of Florida
My comm. expires July 4, 2007
Comm. No. DD 218800

Bonnie A. Garrison
Signature of Notary
BONNIE A. GARRISON
(Name of Notary typed or printed)
Commission number: DD 218800
Commission expires: 7-4-07

A handwritten signature or set of initials, possibly "JL", located in the bottom right corner of the page.

CEDARS DEVELOPMENT

Of St. Augustine Beach, Inc.
2752 West Hannon Hill Drive
Tallahassee, Florida 32309

BILL OF SALE

Cedars Development of St. Augustine Beach, a Florida corporation, for and in consideration of the sum of ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, the following personal property:

"All personal property, fixtures and equipment comprising the entire sewage collection and potable water distribution system (the "Improvements") within the subdivision known as Sanctuary Unit Two, said subdivision lying and being in St. Johns County, Florida, and as shown on the plat recorded in the public records of said St. Johns County in Map Book 45, Page 16. All of these Improvements are included in the construction plans for Sanctuary Unit Two, as prepared by Jones & Pellicer, Inc., and stamped approved by St. Johns County on May 26, 1998 and valid through September, 2004. All of the Improvements lie within the rights of way or upon other parcels dedicated to St. Johns County in said plat. Said Improvements consist of sewer pipes, manholes, covers, lift station (including wet well, electrical components, valves, pipes, and fence), service laterals, water pipes, valves, and service laterals, as well as every other item included in the consist of the sewage collection and potable water distribution system in Sanctuary Unit Two."

Cedars Development of St. Augustine Beach, Inc., its successors and assigns, does hereby warrant to St. Johns County, its successors and assigns, that Cedars Development of St. Augustine Beach, Inc., is lawfully seized of all said personal property; that said personal property is free of all encumbrances; that it has the right to sell the same, and that it will defend the sale of the personal property against the lawful claims and demands of all persons and entities not a party to this agreement.

In witness whereof, the President of Cedars Development of St. Augustine Beach, Inc., its duly authorized officer, has hereunto attached his hand and the Corporation's seal this 4th day of September, 2003.

SEAL

Cedars Development of St.
Augustine Beach, Inc.

by John A. Lester President
John A. Lester

County of St. Johns, State of Florida

I hereby certify that before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared John A. Lester, personally known to me, and known to be the President of the above noted corporation, and that he executed the same for such corporation under authority vested in him by said corporation, and that the seal affixed hereto is the correct and true corporate seal.

W. Frank DiMare
W. Frank DiMare



W. FRANK DIMARE
Notary Public, State of Florida
My comm. expires Sept. 15, 2005
Comm. No. DD 052228

Andy Campbell

SCHEDULE of VALUES
BILL of SALE
The Sanctuary

Furnish & Install	Quantity	Unit	Unit Cost	Total Cost
WATER DISTRIBUTION				
8" DR 25	1340	LF	\$12.43	\$16,656
6" DR 25	300	LF	\$11.20	\$3,360
4" DR 35	600	LF	\$9.50	\$5,700
2" DR 21	500	LF	\$8.21	\$4,105
6" Gate Valve	6	EA	\$275.00	\$1,650
Fire Hydrant	3	EA	\$365.00	\$1,095
Services	47	EA	\$685.00	\$32,195
TOTAL WATER				\$0
TOTAL WATER				\$64,761
SANITARY SEWER				
8" SDR 35	2457	lf	\$12.70	\$31,204
6" SDR 35	1612	lf	\$10.30	\$16,604
Manhole	11	ea	\$979.00	\$10,769
Sewer Services	46	ea	\$1,126.00	\$51,796
TOTAL SANITARY SEWER				\$0
TOTAL SANITARY SEWER				\$110,373
LIFT STATION \ FORCE MAIN				
Lift Station	1	ea	\$86,164.00	\$86,164
Forcemain	760	lf	\$30.00	\$22,800
		ea	\$0.00	\$0
TOTAL LIFT STATION\ FM				\$108,964
TOTAL				\$284,098

PACETTI APPRAISAL SERVICES

Real Estate Appraisers and Consultants

Ronald N. Pacetti, MAI
State Certified General Appraiser
License No. RZ 0000677

July 31, 2003

Mr. John Lester
Crown Commercial Properties
3545 U.S. 1 South
St. Augustine, Florida 32086

Property Desc.:	Proposed 2,140± square foot utility easement.
Property Location:	Located within the Sanctuary Development on the northwest corner of Whipoorwill Drive and Gold Finch Place, St. Johns County, Florida.

Dear Mr. Lester:

As requested, I have made an investigation and analysis of the above referenced property. The purpose of the investigation and analysis was to provide my opinion of the Market Value of the utility easement, as of November 11, 2002. It should be pointed out that this is a Complete Restricted Use Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2© of the Uniform Standards of Professional Appraisal Practice for a Restricted Use Appraisal Report. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

The Subject Property consists of a 10' wide nearly rectangular shaped, utility easement that travels in a north/south direction and contains 2,140± square feet (according to a sketch). The county is being given a non-exclusive, permanent easement to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services.

Therefore, subject to the assumptions and limiting conditions and to the definition of Market Value, as defined in this report, it is my opinion that the Market Value of the Fee Simple Interest in the utility easement onto and across the site described herein, as of July 30, 2003, is:

THREE THOUSAND TWO HUNDRED FIFTY DOLLARS
\$3,250

Mr. Lester

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

Respectfully submitted,

PACETTI APPRAISAL SERVICES

A handwritten signature in cursive script that reads "Ronald N. Pacetti". The signature is written in black ink and is positioned above the printed name and title.

Ronald N. Pacetti, MAI
State-Certified General Real
Estate Appraiser No. RZ 0000677
File # 2003-106



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: "Utility Equipment", Located in The Sanctuary, Units 1 and 2
DATE: October 20, 2003

A handwritten signature in black ink, appearing to read "H.A. Van Der Mark", is written over a horizontal line that extends from the end of the subject line.

Please find attached Utility Easement and associated documents for a ten foot width strip of land that adjoins a St. Johns County Right of Way that was dedicated by plat.

The sewer lines located within the easement in addition to all the other water and sewer utility infrastructure within Units 1 and 2 were installed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards and Specifications, and have been approved for service by the Florida Department of Environmental Protection.

Please present the easement documents to the Board of County Commissioners for final approval and acceptance.

After acceptance by BCC, please provide the utility department with a copy of the Executed Resolution and a recorded copy of the Easement for Utilities and Bill of Sale for our files.

Your support and cooperation as always are greatly appreciated.