

RESOLUTION NO. 2004- 143

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 2, TRACT 13 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 2 Tract 13 Subdivision; and

WHEREAS, SJ Land Associates, LLC, a Delaware limited liability company has executed and presented 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"; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a letter attached hereto as Exhibit "C", 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 of the County.

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 by the Board of County Commissioners.

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 22nd day of June, 2004.

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

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

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande
Deputy Clerk

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 2, TRACT 13 AND ASSOCIATED IMPROVEMENTS]

THIS EASEMENT is executed and given this 15 day of October, 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 9.23 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.

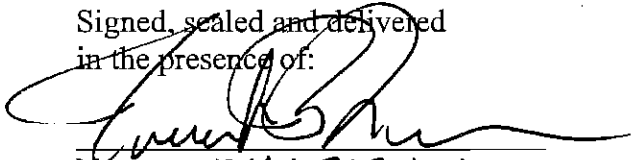
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, 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.

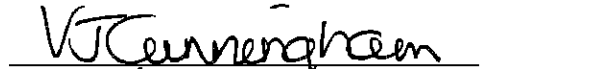
4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

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.

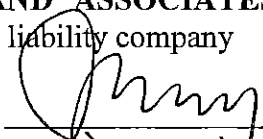
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Name: RICK PARIANI


Name: VANESSA CUNNINGHAM

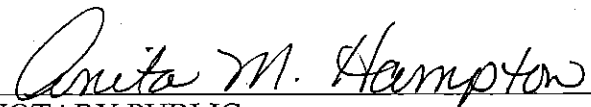
SJ LAND ASSOCIATES, LLC, a Delaware
limited liability company

By: 
Name: JAMES E. DAVIDSON, JR.

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 15 day of October, 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 _____



CONSENT AND JOINDER

Regions Bank, an Alabama corporation, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1602, page 1282 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

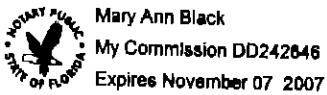
Beverly H. Coble
Name: Beverly H. Coble

By: Dennis T. Ward
Name: DENNIS T. WARD
Its: PRESIDENT

Sherry Hopkins
Name: Sherry Hopkins

STATE OF FLORIDA)
)SS
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 17 day of October, 2003, by DENNIS T. WARD, as PRESIDENT of Regions Bank, an Alabama corporation, on behalf of the corporation.



Mary Ann Black
(Print Name MARY ANN BLACK)
NOTARY PUBLIC
State of FLORIDA at Large
Commission # DD242646
My Commission Expires: 11-7-07
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT "A" to Easement

THE EASEMENT AREA GRANTED BY THIS DOCUMENT SHALL INCLUDE THE RIGHT-OF-WAY OF PADDINGTON PLACE AS SHOWN ON THE SAINT JOHNS SIX MILE CREEK NORTH, UNIT 2, TRACT 13 PLAT RECORDED IN MAP BOOK 47, PAGES 82 THROUGH 83 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.

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 2, TRACT 13 AND ASSOCIATED IMPROVEMENTS**

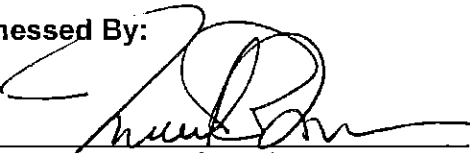
SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

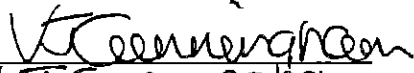
The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system (the "Improvements") for portions of Six Mile Creek North within the Saint Johns project. All of the Improvements are included on approved construction plan drawings for Unit 2, Tract 13 prepared by England-Thims & Miller, titled *Six Mile Creek North Parcel 13*, last revision date of February 28, 2003 and marked approved by St. Johns County on May 23, 2003 (the "Plans"). Portions of the Improvements are lying within the right-of-way of Paddington Place as shown on the Saint Johns Six Mile Creek North, Unit 2, Tract 13 Plat recorded at Map Book 47, pages 82 through 83 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 15 day of October, 2003.

Witnessed By:


Print Name: RICK PARIANI


Print Name: W. Cunningham

SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

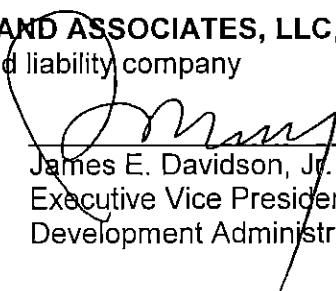
By: 
James E. Davidson, Jr.
Executive Vice President/Manager
Development Administration

EXHIBIT "A" to Bill of Sale

SIX MILE CREEK NORTH UNIT 2, TRACT 13

(Schedule of Values)

VALLENCOURT CONSTRUCTION CO., INC.

Six Mile Creek North Parcel 13

Final Pricing - April 25, 2003

Code	Description	Quantity	UM	Unit Price	Total Price
10	Bonds	1	LS	7,100.00	\$7,100.00
20	Mobilization	1	LS	4,210.00	4,210.00
30	NPDES Paperwork	1	LS	5,070.00	5,070.00
40	Testing	1	LS	1,830.00	1,830.00
50	As Built Drawings	1	LS	4,180.00	4,180.00
60	Construction Stakeout	80	HR	100.00	8,000.00
Subtotal General Conditions					530,390.00
70	Erosion Control	3,550	LF	1.90	6,745.00
80	Trees Protection	3,550	LF	2.00	7,100.00
Subtotal Tree Protection & Silt Fence					13,845.00
90	Clear & Grub	2	AC	6,430.00	14,789.00
100	Demo Asphalt	100	SY	5.00	500.00
110	Demo 24" RCP	48	LF	21.00	1,008.00
Subtotal Clear & Grub, Demo Asph & Pipe					16,297.00
120	Strip Topsoil	2,160	CY	1.40	3,024.00
130	Site Cut	400	CY	2.25	900.00
140	Import Fill Dirt	6,500	CY	5.00	32,500.00
150	Rough Grade Rd & ROW	11,100	SY	1.10	12,210.00
160	Grade & Backfill Curbs	3,000	LF	1.20	3,600.00
170	Final Grade	4	DA	2,080.00	8,240.00
180	Final Dress & Cleanup	2	DA	980.00	1,960.00
190	Remove unsuit - Sewer & Storm	2,290	CY	3.70	8,473.00
200	Fill for Pipe	2,540	CY	4.80	12,192.00
Subtotal Earthwork					83,099.00
210	Core Exst Inlet	1	EA	335.00	335.00
212	Core Exst Inlet for Udrain	1	EA	335.00	335.00
220	Dewater for Storm Drainage	538	LF	8.10	4,341.60
230	15" RCP <4'	52	LF	28.20	1,466.40
240	24" RCP 4-8'	578	LF	31.20	18,033.60
250	24" Headwalls	2	EA	960.00	1,920.00
260	30" RCP 4-8'	788	LF	40.30	31,758.40
270	36" RCP 6-8'	116	LF	56.40	6,542.40
280	Type "E" Inlet 4-6' S-4	1	EA	1,450.00	1,450.00
290	J 4' dia MH 4-6' S-3	1	EA	1,105.00	1,105.00
300	J 4' dia MH 6-8' S-6, 9	2	EA	2,000.00	4,000.00
310	J MH 5' dia 6-8' S-5	1	EA	2,740.00	2,740.00
320	J MH 5' dia 8-10' S-10	1	EA	3,410.00	3,410.00
330	Curb Inlets, 3x3 <4' S-1, 2	2	EA	1,460.00	2,920.00
340	Curb Inlets, 3x3 4-6' S-7	1	EA	1,770.00	1,770.00
350	Curb Inlet, 6' dia 4-6' S-8	1	EA	2,500.00	2,500.00
360	Underdrain	434	LF	16.00	6,944.00
362	Underdrain - Stubouts	80	LF	16.00	1,280.00
Subtotal Storm Drainage					92,849.40

VALLENCOURT CONSTRUCTION CO., INC.

Six Mile Creek North Parcel 13

Final Pricing - April 25, 2003

Code	Description	Quantity	UM	Unit Price	Total Price
370	18" Miami Curb	3,000	LF	5.20	15,600.00
373	Valley Gutter	90	LF	11.00	990.00
375	Concrete Sidewalk	100	SF	2.50	250.00
377	HC Ramps	2	EA	300.00	600.00
380	12" Slab to LBR 40	4,810	SY	2.00	9,620.00
390	6" Limerock Base - 24' wide	4,140	SY	7.00	28,980.00
400	Prime Base - 24' wide	4,140	SY	0.28	1,159.20
410	1.5" Type S-1 Asph - 24' wide	4,140	SY	4.33	17,926.20
Subtotal Curbs & Paving					75,125.40
420	Seed & Mulch	8,000	SY	0.52	4,160.00
430	Sod to ROW - Bermuda	3,840	SY	2.00	7,680.00
440	Install FPL Sleeves	1,500	LF	7.70	11,550.00
450	Utility Sleeves 2-6" & 2-4" PVC Sch 40	60	LF	10.50	630.00
Subtotal Grass & Sleeves					24,020.00
460	Survey & As-builts for Utilities	1	LS	7,320.00	7,320.00
470	8" DR18 PVC Watermain	640	LF	11.00	7,040.00
480	6" DR18 PVC Watermain	420	LF	9.80	4,116.00
490	4" DR18 PVC Watermain	325	LF	8.10	2,632.50
500	8" Joint Restraints	20	EA	133.00	2,660.00
510	6" Joint Restraints	7	EA	108.00	756.00
520	4" Joint Restraints	6	EA	84.82	508.92
530	6x12 gradelok anchor offset	2	EA	620.11	1,240.22
540	Water peg	4	EA	88.32	345.28
550	8" Sleeve	1	EA	648.00	648.00
560	6" Gate Valves	3	EA	814.00	1,842.00
570	4" Gate Valve	1	EA	456.00	456.00
580	Valve Box	4	EA	160.00	640.00
590	Fire Hydrant	2	EA	1,560.00	3,120.00
600	Flushing Hydrant	1	EA	367.00	367.00
610	Sample Point	3	EA	250.00	750.00
620	8 x 6" Tee	1	EA	394.00	394.00
630	6 x 6" Tee	1	EA	359.00	359.00
640	8" 22.5 Bend	1	EA	250.00	250.00
650	4" 22.5 Bend	7	EA	183.00	1,141.00
660	8" 11.25 Bend	13	EA	253.00	3,289.00
670	6" 11.25 Bend	7	EA	180.00	1,330.00
680	4" 11.25 Bend	1	EA	170.00	170.00
690	8x6" Reducer	1	EA	231.00	231.00
700	6"x4" Reducer	1	EA	195.00	195.00
710	4" Cap	1	EA	106.00	106.00
720	8" Conflict	1	EA	2,029.00	2,029.00
730	8" Mega Lugs	33	EA	38.00	1,254.00
740	6" Mega Lugs	20	EA	27.00	540.00
750	4" Mega Lugs	20	EA	23.00	460.00
760	Single Water Services	3	EA	273.00	819.00
770	Double Water Services	11	EA	500.00	5,500.00
780	Service Markers	25	EA	16.00	400.00
790	Pressure Test	1,680	LF	0.80	1,344.00
Subtotal Water					54,252.92

VALLENCOURT CONSTRUCTION CO., INC.

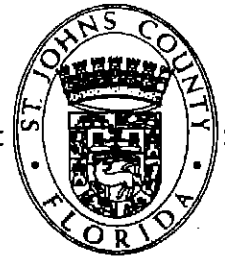
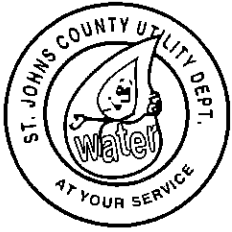
Six Mile Creek North Parcel 13

Final Pricing - April 25, 2003

Code	Description	Quantity	UM	Unit Price	Total Price
800	Type A Manhole 4-6' deep	1	EA	1,960.00	1,960.00
810	Type A Manhole 6-8' deep	3	EA	2,520.00	7,560.00
820	Type A Manhole 8-10' deep	2	EA	3,200.00	6,400.00
830	Type "A" MH Lined 10-12' deep	1	EA	5,500.00	5,500.00
840	8" SDR 35 Sewer Main 4-6' Deep	128	LF	16.50	2,112.00
850	8" SDR 35 Sewer Main 6-8' Deep	430	LF	18.90	8,127.00
860	8" SDR 35 Sewer Main 8-10' Deep	324	LF	23.80	7,711.20
870	8" SDR 35 Sewer Main 10-12' Deep	50	LF	29.00	1,450.00
880	Dewater Sewermain	932	LF	12.20	11,370.40
890	6" Cleanouts	24	EA	70.00	1,680.00
900	Sewer Services	24	EA	380.00	9,120.00
920	TV Test Sewer Main	932	LF	3.60	3,355.20
Subtotal Sanitary Sewer System					66,345.80
930	4" PVC Force Main	520	LF	8.40	4,368.00
940	4" Restrainers	3	EA	85.00	255.00
950	Valve Box	1	EA	160.00	160.00
960	Flushing Hydrant	1	EA	430.00	430.00
970	4 x 4" Tapping Sleeve and Valve	1	EA	2,512.00	2,512.00
980	4" 90 Bend	2	EA	227.00	454.00
990	4" 22.5 Bend	1	EA	169.00	169.00
1000	4" Conflict	1	EA	1,475.00	1,475.00
1010	4" Mega Lugs	7	EA	22.00	154.00
1020	Pressure Test	520	LF	2.64	1,372.80
Subtotal Force Main System					11,343.80
1030	Lift Station 14-16' deep	1	EA	136,880.00	136,880.00
Subtotal Sanitary Lift Station					136,880.00
Sub-Total					\$604,448.32
To reduce the Roadway Pavement from 24 ft wide to 20 ft					
	12" Stab to LBR 40	-620	SY	2.00	-1,240.00
	6" Limerock Base- 24' wide	-620	SY	7.00	-4,340.00
	Prime Base - 24' wide	-620	SY	0.28	-173.60
	1.5" Type S-1 Asph - 24' wide	-620	SY	4.33	-2,684.80
	Added Sod due to wider ROW	660	SY	2.00	1,320.00
	Curb - No change in Quantity	0		0.00	0.00
Subtotal for Roadway Deductions					-7,118.20
Project TOTAL					\$587,330.12
EXCLUSIONS:					
1. Clearing or Grading the Lots					

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006

St. Augustline, Florida 32085-3006

Phone: (904) 471-2161 • Toll Free: 1-877-837-2311

Administrative Fax: (904) 461-7619

Billing Depl. Fax: (904) 461-3995

June 07, 2004

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 Six Mile Creek, Parcel 13, North Unit 2.**

Dear Ms. Bradbury:

This is in reference to the transmittal letter to you, from Rick Pariani, with Davidson Development.

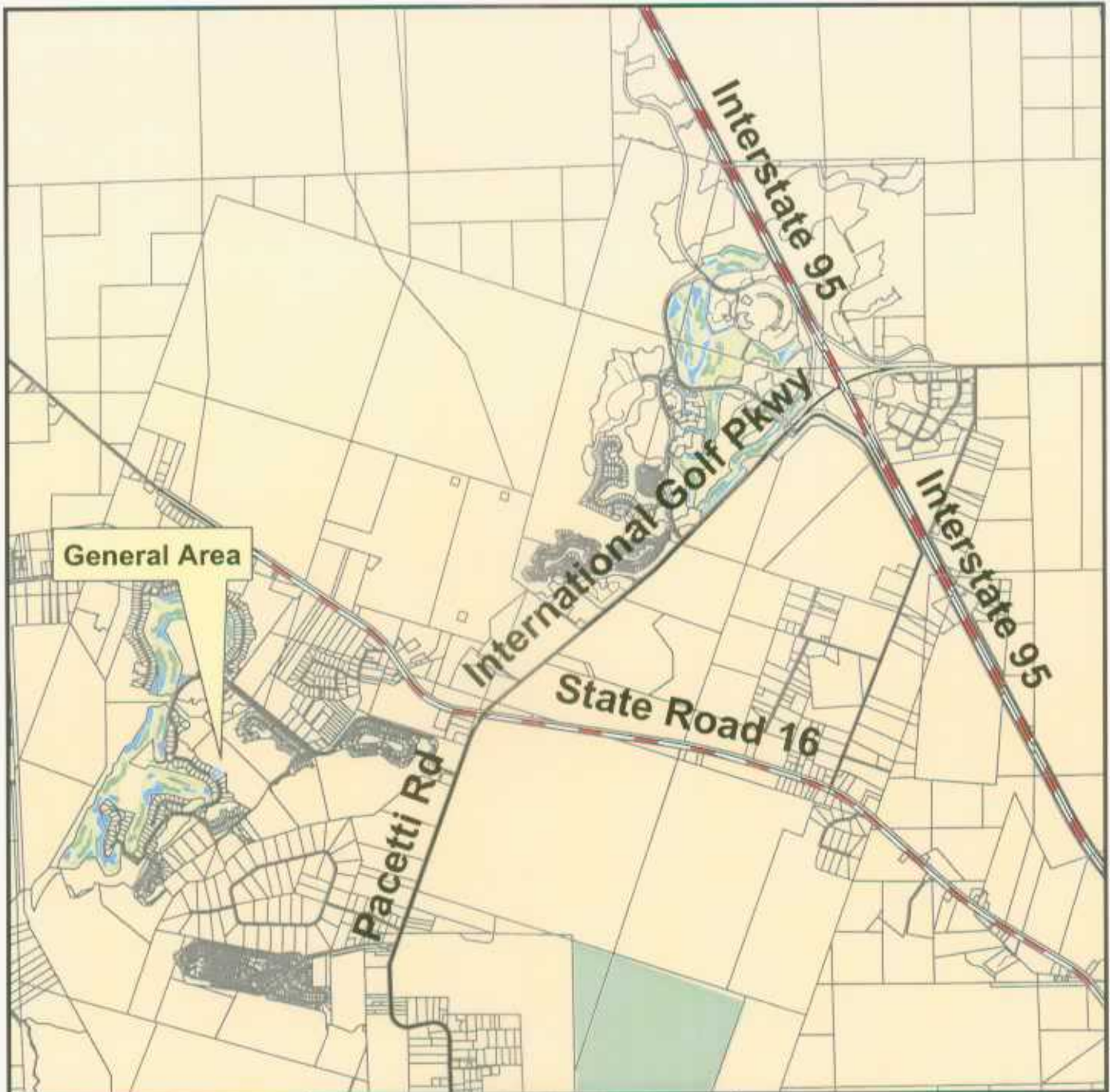
Please be informed that we have reviewed and approved the reference documents for the utility easements. Please submit to the Board of County Commissioners for their final approval and acceptance.

Your support is most appreciated.

Sincerely,

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

cc: Kathryn F. Whittington , fax : 904-353-5217
Rick Pariani, fax: 904-940-5057




**GENERAL
LOCATION MAP**

0 4,300 8,600
Feet

Map Prepared: 6/10/2004
*Depicts General Project Boundary

**Six Mile Creek
North Unit 2 Tract 13
Subdivision**

File: BCC June 22, 2004



St. Johns County
Public Works Dept.
Real Estate