

RESOLUTION NO. 2004- 246

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

**RECITALS**

**WHEREAS**, Promenade Point, LLC, a Florida limited liability company, 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 Promenade Pointe Subdivision; and

**WHEREAS**, Promenade Point, 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"; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo 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.

**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 22 day of September, 2004.

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

By: Karen R. Stern

Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

Patricia DeYeaude  
Deputy Clerk

RENDITION DATE 9-23-04

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

**EASEMENT FOR UTILITIES**  
**(PROMENADE POINTE)**

THIS EASEMENT executed and given this 10<sup>th</sup> day of August, 2004, by **Promenade Development, 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."

W I T N E S S E T H:

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.



**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", including Promenade Pointe Drive and Tract "A", all within the plat of Promenade Pointe, recorded in Map Book 48, pages 102, 103 and 104, of the Public Records 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."

CONSENT AND JOINDER OF EASEMENT FOR UTILITIES

Ironstone Bank (formerly Atlantic States Bank) ("Mortgagee") is the holder of that certain Real Estate Mortgage ("Mortgage") recorded in Official Records Book 1956 at page 1608 of the public records of St. Johns County, Florida. Mortgagee joins in the foregoing Easement for Utilities for Promenade Pointe Residential Lots to which this Consent is attached ("Easement for Utilities") to evidence its consent and joinder to the provisions of the Easement for Utilities and its agreement that its security interest as evidenced by the Mortgage shall be subordinated thereto.

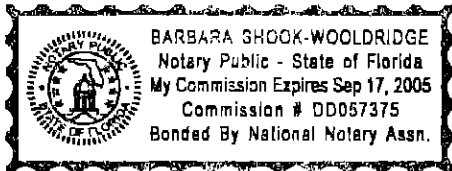
IRONSTONE BANK (FORMERLY ATLANTIC STATES BANK)

By: [Signature]  
Print Name: SCOTT TACCATI  
Its: SENIOR VICE PRESIDENT

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2004, by Scott Taccati, as Sr. VP of Ironstone Bank (formerly Atlantic States Bank).

Barbara Shook-Wooldridge  
(Print Name) Barbara Shook-Wooldridge  
Notary Public, State of Florida  
Commission # DD 057375  
My Commission Expires 9/17/05  
Personally known   
or Produced I.D. \_\_\_\_\_  
(check one of the above)  
Type of identification produced:  
\_\_\_\_\_



**BILL OF SALE  
(PROMENADE POINTE)**

THAT PROMENADE DEVELOPMENT, 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:

PROMENADE DEVELOPMENT, LLC, A  
FLORIDA LIMITED LIABILITY COMPANY

Anita M. Fara  
Print: Anita M. FARA

By: Robert L. Johnson

Frances F. Hutchinson  
Print: Frances F. Hutchinson

Print Name: Robert L. Johnson

Title: Vice President/Member

STATE OF FLORIDA        )  
  ) ss  
COUNTY OF St Johns )

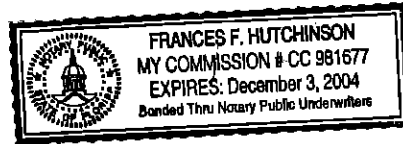
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2004,  
by Robert L. Johnson, as V. President of PROMENADE DEVELOPMENT, LLC, on  
behalf of the company.

Frances F. Hutchinson  
NOTARY PUBLIC

(SEAL)

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

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**EXHIBIT A** to Bill of Sale

**EASEMENT AREA**

All project roads and drives, and all areas designated "utility easement areas", all within the plat of Promenade Pointe, recorded in Map Book 48, pages 102, 103 and 104 of the Public Records of St. Johns County, Florida.

Exhibit "B" to Bill of Sale

8/30/04  
 SCHEDULE of VALUES  
 BILL of SALE  
 MV-2, Phase 1 (Promenade)

Andy Campbell

30-Aug-04

Furnish & Install

Quantity

Unit

Unit Cost

Total Cost

WATER DISTRIBUTION

8" DR 25	1640	If	\$18.00	\$29,520
6" DR 25	680	If	\$15.00	\$10,200
4" DR 25	380	If	\$13.00	\$4,940
8" Gate Valve	1	ea	\$1,909.00	\$1,909
6" Gate Valve	5	ea	\$1,600.00	\$8,000
4" Gate Valve	2	ea	\$1,100.00	\$2,200
Fire Hydrant	4	ea	\$3,100.00	\$12,400
Services	28	ea	\$490.00	\$13,720
TOTAL WATER		ea	\$0	\$82,889

SANITARY SEWER

8" SDR 35 (6-8)	772	If	\$16.00	\$12,352
8" SDR 35 (8-10)	164	If	\$19.00	\$3,116
8" DR 26 (8-10)	170	If	\$21.00	\$3,570
8" DR 26 (10-12)	308	If	\$24.00	\$7,392
8" DR 26 (12-14)	369	If	\$26.00	\$9,594
8" DR 26 (14-16)	216	If	\$28.00	\$6,048
8" DR 26 (16-18)	42	If	\$30.00	\$1,260
6" SDR 35	2002	If	\$31.00	\$62,062
Manhole (4-6)	1	If	\$1,042.00	\$1,042
Manhole (6-8)	3	ea	\$1,350.00	\$4,050
Manhole (8-12)	1	ea	\$1,925.00	\$1,925
Manhole (10-12)	4	ea	\$2,100.00	\$8,400
Manhole (12-14)	1	ea	\$2,935.00	\$2,935
Manhole (14-16)	3	ea	\$3,175.00	\$9,525
Services	28	ea	\$805.00	\$22,540
TOTAL SANITARY SEWER				\$155,811

LIFT STATION \ FORCE MAIN

Lift Station	1	ea	\$125,626.00	\$125,626
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TOTAL LIFT STATION FM

\$125,626

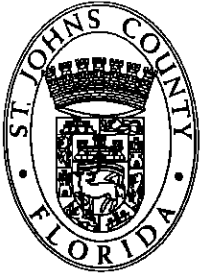
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V. J. Usina Contracting Inc.

TOTAL

\$364,326

BILL OF SALE

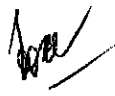


**ST. JOHNS COUNTY**  
**UTILITY DEPARTMENT**  
2175 Mizell Road  
P.O. Drawer 3006  
St. Augustine, Florida 32085-3006

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Nanette Bradbury, Real Estate Coordinator  
**FROM:** Herbert A. Van Der Mark   
Construction Manager of Utilities  
**SUBJECT:** Marshall Creek DRI, Unit MV-2, Promenade Pointe.  
**DATE:** August 27, 2004

Please be informed that the Utility Department has reviewed and approved the Utility Easement for Unit MV-2, Promenade Pointe.

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

Your support and cooperation as always are greatly appreciated.