

RESOLUTION NO. 2005- 248

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO ROLLING HILLS COMMERCIAL PARK AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROEPRTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, Matanzas Mortgage Company, 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 water and sewer service to Rolling Hills Commercial Park; and

WHEREAS, Matanzas Mortgage Company has 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", incorporated by reference and made a part hereof; 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 and Bill of Sale attached are incorporated hereto, and 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 6 day of September, 2005.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Bruce A. Maguire
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

Vivienne King
Deputy Clerk

RENDITION DATE 09/06/05

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 23rd day of March, 2005 by Matanzas Mortgage Company, with an address of P.O. Box 3545, St. Augustine 32085, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees 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 force main 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 (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.

(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 the sewer force mains located within the Easement Area. 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 surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding 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:

Jennifer L. Dawson
Witness

By: Moreau P. Estes
Its: Secretary / Treasurer / Director

Jennifer L. Dawson
Print Name

Patty Wainwright
Witness

Patty Wainwright
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Moreau P. Estes who is personally known to me or has produced _____ as identification.

Jennifer L. Dawson
Notary Public



DESCRIPTION (Canova Court - Ingress/Egress Easement)

A Parcel of land situated in Section 48, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

COMMENCE at the Southeast corner of said Section 48; thence North 00°14'49" West, along the east line of said Section 48, a distance of 113.56 Feet to the **POINT OF BEGINNING** for the herein described Parcel; thence South 89°45'11" West, a distance of 40.00 Feet; thence North 00°14'49" West, a distance of 111.27 Feet to the point of curvature of a non tangent curve to the right, of which the radius point lies North 59°28'09" East, a radial distance of 50.00 Feet and has a chord length of 73.56 Feet which bears North 16°49'41" East; thence northerly along the arc, through a central angle of 94°43'04", a distance of 82.66 Feet to a point of reverse curvature of a curve to the left having a radius of 27.50 Feet and a central angle of 69°12'59" and has a chord length of 31.24 Feet which bears North 29°34'43" East; thence northeasterly along the arc, a distance of 33.22 Feet; thence North 05°01'47" West, a distance of 390.58 Feet to the south Right of Way Line of Rolling Hills Drive; thence North 89°45'11" East, along said south Right of Way Line, a distance of 60.21 Feet; thence South 05°01'47" East, a distance of 522.82 Feet; thence South 89°23'00" West, a distance of 68.37 Feet; thence South 00°14'49" East, a distance of 76.47 Feet to the **POINT OF BEGINNING**.

The aforescribed Parcel contains 39,243.42 Square Feet or 0.90 Acres, more or less.

EXHIBIT "B" TO THE RESOLUTION

BILL OF SALE

THAT Matanzas Mortgage Company, a Florida corporation, by Moreau P. Estes V, acting as its Secretary, Treasurer, and Director, 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 considerations to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 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").

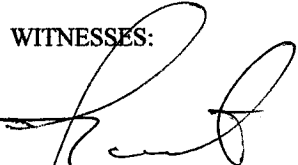
Party of the first part hereby warrants and represents that it has all the requisite right and authority to make this conveyance, and that the Extension is free from all liens and other encumbrances, and that contractors, subcontractors and materialmen furnishing labor or materials relative to the construction 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 as is.

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

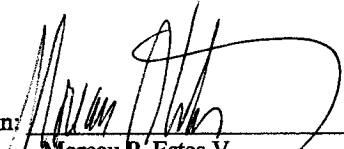
IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name the day and year first above written.

WITNESSES:

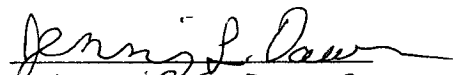
Matanzas Mortgage Company



Rpn Kent

Sign: 

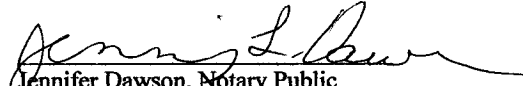
Moreau P. Estes V
Secretary, Treasurer, Director



Jennifer L. Dawson

STATE OF FLORIDA
COUNTY OF ST JOHNS

The foregoing instrument was acknowledged before me this 1 day of April, 2005, by Moreau P. Estes V, Secretary, Treasurer, and Director of Matanzas Mortgage Company, a Florida corporation. He is personally known to me and did not take an oath.


Jennifer Dawson, Notary Public
Commission No. _____



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SCHEDULE OF VALUES

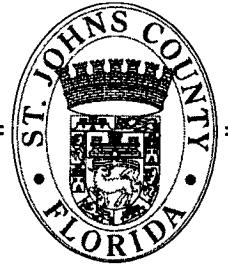
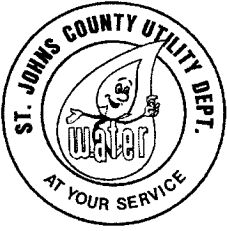
SEWER SECTION	LF	515 \$	17.25	17.25	\$	8,883.75
4" DR-25 Force Main, Valves, & Fittings	LF					
10" PVC Casing with Casing Spacers	LF	120 \$	28.55	28.55	\$	3,426.00
Pressure Testing	LS	1 \$	1,275.00	1,275.00	\$	1,275.00
Connection to existing FM	LS	1 \$	945.00	945.00	\$	945.00
					\$	
SEWER SUBTOTAL:					\$	14,529.75
WATER SECTION						
8" C900 PVC Water Main, Valves, & Fittings	LF	620 \$	21.25	21.25	\$	13,175.00
6" C900 PVC Water Main, Valves, & Fittings	LF	40 \$	19.45	19.45	\$	778.00
16"X8" Tap Saddle w/ Valve	EA	2 \$	5,135.30	5,135.30	\$	10,270.60
Fire Hydrant Assembly	EA	3 \$	3,165.55	3,165.55	\$	9,496.65
8" X 6" Reducer MJ	EA	1 \$	450.00	450.00	\$	450.00
6" Tee, MJ	EA	1 \$	550.00	550.00	\$	550.00
57 Rock Bedding	LS	1 \$	750.00	750.00	\$	750.00
Wet Taps	EA	2 \$	1,150.00	1,150.00	\$	2,300.00
Pressure Test & B.T. Clearance	EA	1 \$	2,150.00	2,150.00	\$	2,150.00
					\$	
WATER SUBTOTAL:					\$	39,920.25
TOTAL PROJECT:					\$	54,450.00

NOTES:

EXHIBIT "C" TO THE RESOLUTION

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

INTEROFFICE MEMORANDUM

To: Nanette Bradbury, Real Estate Coordinator
From: Samuel T. Ramirez, Utility Development Manager
Subject: Rolling Hills Commercial Park
Date: August 10, 2005

Please present the easement documents to the Board of County Commissioners (BCC) 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 the utilities for our files.

Your support and cooperation as always are greatly appreciated.