

RESOLUTION NO. 2005- 37

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 SUBDIVISION UNIT FIVE PARCELS 22 AND 23 AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, SJ Land Associates, LLC, a Delaware 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 Six Mile Creek North Subdivision, Unit Five Parcels 22 and 23; and

WHEREAS, SJ Land Associates, LLC has also executed and presented a Bill of Sale conveying all personal property associated with the water and sewer system, 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:

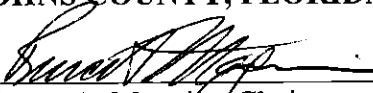
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easement for Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

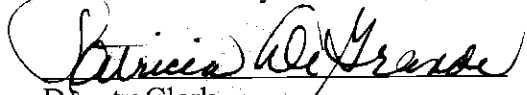
Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 9th day of February, 2005.

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

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

RENDITION DATE 2-11-05

EXHIBIT "A" TO THE 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 FIVE PARCELS 22 AND 23
AND ASSOCIATED IMPROVEMENTS**

THIS EASEMENT is executed and given this 14th day of January, 2005, 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 **7.68** 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:

VJ Cunningham
Name: VJ Cunningham

Marion L. King
Name: MARION L. KING

SJ LAND ASSOCIATES, LLC, a Delaware
limited liability company

By: [Signature]
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 14th day of January, 2005, 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.

Anita M. Hampton
NOTARY PUBLIC Anita M. Hampton
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

Susan D. Smith
Name: Susan D. Smith

By: [Signature]
Name: DENNIS T. WARD
Its: PRESIDENT

[Signature]
Name: Jennifer L Gladney

STATE OF FLORIDA)
)SS
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 13 day of January, 2005, 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 FLA. at Large
Commission # _____
My Commission Expires:
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

EXHIBIT "A" TO THE EASEMENT

THE EASEMENT AREA GRANTED BY THIS DOCUMENT SHALL INCLUDE THE RIGHTS-OF-WAY OF N. FRANKLINIA STREET, S. FRANKLINIA STREET, WILDBAY COURT, N. ALATAMAHA STREET, S. ALATAMAHA STREET, E. CORDUROY COURT, W. CORDUROY COURT, TRACT C, AND THE 10' UTILITY EASEMENTS, AS SHOWN ON THE SAINT JOHNS SIX MILE CREEK NORTH UNIT 5, PARCELS 22 & 23 PLAT RECORDED IN MAP BOOK 51, PAGES 88 THROUGH 93 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.

EXHIBIT "B" TO THE 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

BILL OF SALE

UTILITY IMPROVEMENTS / SIX MILE CREEK NORTH

**UNIT FIVE PARCELS 22 AND 23
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 PARCELS 22 AND 23 SIX MILE CREEK NORTH AT ST. JOHNS DRI/PUD ST. JOHNS COUNTY, FLORIDA prepared for Davidson Development, Inc. as agents for S.J. Lands Associates, LLC by England-Thims & Miller, dated October 6, 2003, as revised on March 1, 2004, and marked approved by St. Johns County on March 1, 2004 (the "Plans"). Portions of the Improvements are lying within the rights-of-way of N. Franklina Street, S. Franklina Street, Wildbay Court, N. Alatomaha Street, S. Alatomaha Street, E. Corduroy Court, W. Corduroy Court, Tract C and the 10' utility easements, as shown on the Saint Johns Six Mile Creek North, Unit 5, Parcels 22 and 23 Plat recorded at Map Book 51, pages 88 through 93 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 14th day of January, 2005.

Witnessed By:

Sharon L. King
Print Name: SHARON L. KING

VJ Cunningham
Print Name: VJ Cunningham

SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

By: *[Signature]*
James E. Davidson, Jr.
Executive Vice President/Manager
Development Administration

EXHIBIT "A" TO THE BILL OF SALE
SIX MILE CREEK NORTH UNIT 5
PARCELS 22 & 23
(Schedule of Values)

VALLENCOURT CONST. CO., INC.

Mike Vallencourt – President

F.E. Vallencourt – Vice President

P.O. Box 65849 Orange Park, FL 32065 Phone: 291-9330 Fax: 291-4922

SCHEDULE OF VALUES SIX MILE CREEK PARCEL 22 AND 23

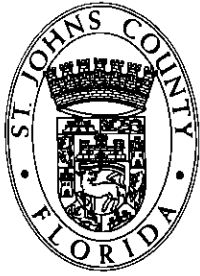
Potable Watermain System

Item Number	Item Description	Quantity	Unit Cost	Unit	Total Cost
1	10" DR 25 Watermain, Valves and Fittings	314.00	\$ 35.55	Lf	\$ 11,162.70
2	8" DR 25 Watermain, Valves and Fittings	1266.00	\$ 31.88	Lf	\$ 40,359.00
3	6" DR 25 Watermain, Valves and Fittings	1168.00	\$ 16.68	Lf	\$ 19,482.24
4	4" DR 25 Watermain, Valves and Fittings	1379.00	\$ 13.80	Lf	\$ 19,030.20
5	Water Services	59.00	\$ 252.00	Ea	\$ 14,868.00
6	Casing	220.00	\$ 47.19	Ea	\$ 10,381.80
7	Fire Hydrant	5.00	\$ 1,490.00	Ea	\$ 7,450.00
8	Flushing Hydrant	5.00	\$ 384.05	Ea	\$ 1,920.23
Total Parcel 22 & 23 Watermain Construction Schedule of Value					\$ 113,491.46

Sanitary Sewer

Item Number	Item Description	Quantity	Unit Cost	Unit	Total Cost
1	Testing	1	\$ 4,444.18	LS	\$ 4,444.18
4	Survey/Layout/Asbuilts	1	\$ 13,887.75	LS	\$ 13,887.75
5	Type A Manhole	12	\$ 2,901.41	EA	\$ 34,816.92
6	Type B Manhole	3	\$ 6,870.00	EA	\$ 20,610.00
2	8" SDR 26 Sewer Main	3,313	\$ 34.81	LF	\$ 115,325.20
3	6" Cleanouls	59	\$ 71.58	EA	\$ 4,223.22
4	Sewer Services	59	\$ 365.59	EA	\$ 21,569.81
5	TV Test Sewer Main	3,313	\$ 3.30	LF	\$ 10,932.90
Total Sanitary Sewer Value					\$ 225,809.98

EXHIBIT "A"
(Schedule of Values)
Page 1 of 1



ST. JOHNS COUNTY
UTILITY DEPARTMENT
2175 Mizell Road
P.O. Drawer 3006
St. Augustine, Florida 32085-3006
904-471-2161

M E M O R A N D U M

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Debbie Sileo, Construction Tech III *DS*
SUBJECT: Six Mile Creek North Unit Five Parcels 22, & 23
DATE: January 26, 2005

Please be informed that the Utility Department has reviewed and approved the above subject Utility Easement and Bill of Sale for Six Mile Creek North Unit Five Parcels 22, & 23.

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.