

RESOLUTION NO. 2005- 373

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

RECITALS

WHEREAS, Makarios, 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 Makarios Condominiums; and

WHEREAS, Makarios, LLC, has also executed and presented a Bill of Sale, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, conveying all personal property associated with the water and sewer system; 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 of St. Johns 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 29 day of November, 2005.

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

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia De Grande
Deputy Clerk

RENDITION DATE 11-30-05



Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 9th day of October, 2003 by MAKARIOS LLC, with an address of 5366 Fifth Street, St. Augustine, Florida 32080, 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, convey and confer unto Grantee a non-exclusive permanent easement and right-of-way 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 and 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 above ground may be installed above ground subject to the right Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

© 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 the 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. Thy 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, by 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 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 purpose of the terms and conditions of the Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any area 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:

MAKARIOS LLC

Ava Pifer
Print Name Ava Pifer

By: Joan M. Brush
Its: Managing Member

Eric Rockwell
Print Name ERIC ROCKWELL

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 9th day of October, 2003 by Joan M. Brush, as Managing Member of Makarios LLC on behalf of the limited liability corporation.

Ava Pifer
Notary Public
State of Florida at Large

Personally known ✓
or Produced I.D. _____
Type of Identification Produced _____



AVA PIFER
Notary Public, State of Florida
My comm. expires Aug. 13, 2006
Comm. No. DD 136753

PARCEL "A" - MULTI-FAMILY:

A portion of Government Lots 4 and 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the intersection of the Westerly right of way line of County Road No. A-1-A and/or Beach Boulevard (as established for a width of 66 feet at this point, per State of Florida Department of Transportation Right of Way Map Section 78040, Sheets 1, 2, 3 and 4 and recorded in County Right of Way Map, Road Plat Book 1, Pages 34, 35, 36 and 37 of the Public Records of said St. Johns County, being an amendment to County Right of Way Map recorded in Road Plat Book 1, Pages 11, 12, 13 and 14 of said Public Records) with the Southerly line of Coquina Gables, Subdivision No. 1, as recorded in Map Book 3, Page 30 of said Public Records; thence South $00^{\circ}50'04''$ West, along said Westerly right of way line of County Road No. A-1-A, a distance of 299.50 feet to the point of curvature of a curve to the right, concave Westerly and having a radius of 3,337.34 feet, through a central angle of $17^{\circ}33'36''$; thence Southerly around and along the arc of said curve and continuing along said Westerly right of way line, a distance of 1,022.83 feet, said arc being subtended by a chord bearing and distance of South $09^{\circ}36'52''$ West, 1,018.83 feet; thence North $71^{\circ}36'20''$ West, and continuing along the right of way line of said County Road No. A-1-A, a distance of 17.00 feet, said right of way of County Road No. A-1-A being 100 feet in width Southerly from this point, and being concentric with the aforementioned curve; thence Southerly around and along the arc of said curve and continuing along said Westerly right of way line of County Road No. A-1-A, through a central angle of $00^{\circ}25'37''$, a distance of 24.74 feet, said arc being subtended by a chord bearing and distance of South $18^{\circ}36'29''$ West, 24.74 feet to the point of tangency of said curve; thence South $18^{\circ}49'17''$ West, and continuing along said Westerly right of way line, a distance of 241.72 feet to the point of curvature of a curve to the right, concave Northwesterly and having a radius of 25.00 feet; thence Southwesterly around and along the arc of said curve, through a central angle of $90^{\circ}00'00''$, a distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South $63^{\circ}49'40''$ West, 35.36 feet to the point of tangency of said curve; thence North $71^{\circ}10'20''$ West, a distance of 137.73 feet to the point of curvature of a curve to the left, having a radius of 425.00 feet; thence Westerly around and along the arc of said curve, through a central angle of $11^{\circ}50'28''$, a distance of 87.83 feet, said arc being subtended by a chord bearing and distance of North $77^{\circ}05'34''$ West, 87.68 feet; thence North $14^{\circ}30'51''$ West, a distance of 225.19 feet; thence North $02^{\circ}30'51''$ East, a distance of 1,298.25 feet to a point situate in said South line of Coquina Gables; thence South $88^{\circ}45'30''$ East, a distance of 151.82 feet to an angle point; thence South $88^{\circ}34'17''$ East, and continuing along said Southerly line of Coquina Gables, a distance of 371.82 feet to the POINT OF BEGINNING.

Containing 16.82 acres, more or less.

CONSENT AND JOINDER

ATLANTIC STATES BANK, a banking association, as holder of that certain Mortgage and Security Agreement in Official Records Book 1545, page 989 of 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:


[Signature]
Print Name Michael K. Leiber
[Signature]
Print Name Angela Jones

Atlantic States Bank

By [Signature]
Its: SCOTT TACCATI

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10 day of October, 2003 by Scott Taccati, as Service President of Atlantic States Bank, on behalf of the _____.

 Kim M. Steeg
My Commission DD193384
Expires March 13, 2007

[Signature]
Notary Public
State of Florida at Large

Personally Known X
or Produced I.D. _____
Type of Identification Produced _____

**BILL OF SALE
UTILITY IMPROVEMENTS/MAKARIOS**

MAKARIOS LLC, A Florida corporation, for and in consideration of the sum of TEN and no/100(\$10.00) 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 for Makarios Condominium located at Makarios Drive, Anastasia Dunes Subdivision, St. Augustine Beach, Florida 32080. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

Makarios LLC does, for itself and its successors and assigns, covenant to 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, Makarios LLC has caused this instrument to be dully executed and delivered by its duly authorized officer on this 9th day of October, 2003.

Signed, Sealed and
Delivered in the
presence of:

MAKARIOS LLC
a Florida Corporation

By *Sam Brush*
Its: Managing Member

Alva Ryer
Witness

Cie Rockwell
Witness

STATE OF Florida
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day personally appeared before me, an officer of Makarios LLC, a Florida corporation, duly authorized to administer oaths and take acknowledgments, Joan M. Brush who is personally known to me or who produced _____ as identification, to me well known to be the person described in and who executed the foregoing Bill of Sale, and he acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at St. Augustine, County of St. Johns and State of Florida October 7, 2003.

Ava Pifer
Notary Public, State of Florida at Large



AVA PIFER
Notary Public, State of Florida
My comm. expires Aug. 13, 2006
Comm. No. DD 136753

Schedule "A" to Bill of Sale

Makarios – Schedule of Values

Phase II

Water

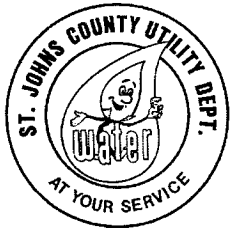
| | | |
|-------------------|---------------------|--------------|
| 8" DR Pipe | 1,911 LF (\$ 17.50) | \$ 33,442.50 |
| Fire Hydrant | 6 EA (\$1,980) | 11,880.00 |
| 8" Gate Valve | 2 EA (\$ 719) | 1,438.00 |
| 6" Gate Valve | 6 EA (\$ 633) | 3,798.00 |
| Case B Drops | 3 EA (\$1,900) | 5,700.00 |
| Services (Double) | 55 EA (\$ 423) | 23,265.00 |
| | | <hr/> |
| | | \$ 79,523.50 |

Sewer

| | | |
|---------------|------------------|--------------|
| Manholes | 13 EA (\$1,850) | \$ 24,050.00 |
| 8" DR 35 Pipe | 1,880 LF (\$ 21) | 39,480.00 |
| Services | 40 EA (\$ 450) | 18,000.00 |
| | | <hr/> |
| | | \$ 81,530.00 |

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: Makarios Phase II
Date: November 11, 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.