

RESOLUTION NO. 2005- 73

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO WORLD COMMERCE CENTER, ALONG THE RIGHT-OF-WAY OF RING WAY AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, World Commerce Center, LLP, a Florida limited liability partnership, 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 World Commerce Center, along the Right-of-Way of Ring Way; and

WHEREAS, World Commerce Center, LLP, has 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:

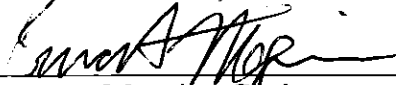
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

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 23rd day of March, 2005.

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

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

RENDITION DATE March 24, 2005

Exhibit "A" to the Resolution

EASEMENT FOR UTILITIES
WORLD COMMERCE CENTER, LLP

THIS EASEMENT executed and given this 31 day of Jan., 2005 by **WORLD COMMERCE CENTER, LLP**, a Florida limited liability partnership, whose address is 13901 Sutton Park Drive, Suite 100, Jacksonville, Florida 32224, 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 consideration, 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 an area of approximately 4.23 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 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. (2)

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:

William L. Mason
Printed Name: William L. Mason

Charles W. Young
Printed Name: Charles W. Young

WORLD COMMERCE CENTER, LLP, a Florida limited liability partnership

By: Steinemann-Wolfe, LLC, a Florida limited liability company, its General Partner

By: Frank C. Steinemann, Jr.
Its Managing Member

STATE OF Florida }
COUNTY OF St. Johns }

The foregoing instrument was acknowledged before me this 31 day of January, 2005, by Frank C. Steinemann, Jr. as managing member of Steinemann-Wolfe, LLC, a Florida limited liability company, the general partner of World Commerce Center, LLP, a Florida limited liability partnership, on behalf of the partnership.



Teri Blake

Printed Name: Teri Blake

NOTARY PUBLIC

State of FL at Large

Commission # DD 307904

My commission expires: May 10, 2008

Personally Known

Or Produced I.D.

[check one of the above]

Type of Identification Produced

to the Easement for Utilities

ROAD DEDICATION PARCEL FOR RING WAY

A PART OF GOVERNMENT LOT 1 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, ALSO KNOWN AS NINE MILE ROAD (A RIGHT-OF-WAY OF VARYING WIDTH, AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A RIGHT-OF-WAY OF VARYING WIDTH ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 78080-2431; THENCE SOUTH 44°32'18" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 2837.69 FEET; THENCE SOUTH 45°27'42" EAST, LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°01'18" EAST, A DISTANCE OF 105.44 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 412.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 336.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°03'38" EAST AND A CHORD DISTANCE OF 327.41 FEET; THENCE SOUTH 14°21'06" WEST, A DISTANCE OF 63.79 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 645.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 905.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°50'52" EAST AND A CHORD DISTANCE OF 832.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 73°11'14" EAST, A DISTANCE OF 360.31 FEET TO A POINT ON CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 785.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 277.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°46'30" EAST AND A CHORD DISTANCE OF 275.81 FEET TO A POINT ON SAID CURVE; THENCE NORTH 84°35'28" EAST, A DISTANCE OF 78.51 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°31'43" EAST AND A CHORD DISTANCE OF 164.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°43'42" EAST, A DISTANCE OF 292.53 FEET; THENCE SOUTH 34°43'42" WEST, A DISTANCE OF 96.39 FEET; THENCE SOUTH 00°38'13" WEST, A DISTANCE OF 62.07 FEET; THENCE SOUTH 44°43'41" EAST, A DISTANCE OF 302.81 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 680.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 335.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°52'18" EAST AND A CHORD DISTANCE OF 332.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 73°00'55" EAST, A DISTANCE OF 713.73 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 990.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 739.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°34'39" EAST AND A CHORD DISTANCE OF 722.68 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 17°45'04" EAST, A DISTANCE OF 80.74 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1070.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 788.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°52'53" WEST AND A CHORD DISTANCE OF 770.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 73°00'55" WEST, A DISTANCE OF 713.73 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 760.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 375.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°52'17" WEST AND A CHORD DISTANCE OF 371.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44°43'40" WEST, A DISTANCE OF 302.81 FEET; THENCE NORTH 82°02'37" WEST, A DISTANCE OF 118.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.23 ACRES MORE OR LESS.



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
 Jacksonville, Florida 32254
 Office (904) 786-1120 Fax (904) 783-2970

**RING WAY Water & Sewer
 Schedule of Values**

ITEM	DESCRIPTION	PLANNED QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
0200	6" DR-18 Storm Forcemain	45.0	LF	\$ 27.64	\$ 1,243.80
0350	8" DR26	1,459.0	LF	\$ 96.31	\$ 140,516.29
0360	8" DR36	304.0	LF	\$ 41.87	\$ 12,728.48
0370	Type A Manholes	3.0	EA	\$ 4,508.86	\$ 13,526.58
0380	Type A Manholes Lined	2.0	EA	\$ 6,892.26	\$ 13,784.50
0390	Type B Manholes Lined	3.0	EA	\$ 13,113.40	\$ 39,340.20
0400	Boots	20.0	EA	\$ 53.25	\$ 1,065.00
0410	8" Plugs	4.0	EA	\$ 219.71	\$ 878.84
0420	4" Force Main	1,689.0	LF	\$ 15.98	\$ 26,990.22
0430	6" Force Main	513.0	LF	\$ 18.91	\$ 9,700.83
0440	6" HDPE (Direct Bury)	50.0	LF	\$ 42.01	\$ 2,100.50
0450	Air Release Valves	4.0	EA	\$ 4,192.23	\$ 16,768.92
0460	4" Gate Valve	3.0	EA	\$ 487.93	\$ 1,463.79
0470	6" Gate Valve	1.0	EA	\$ 546.37	\$ 546.37
0480	Fittings	1.0	LS	\$ 6,002.00	\$ 6,002.00
0490	Lift Station	1.0	LS	\$ 164,146.01	\$ 164,146.01
0495	15" Casing for 6" FM	42.0	LF	\$ 61.74	\$ 2,593.08
0500	HDPE/PVC Transactions	4.0	EA	\$ 1,184.05	\$ 4,736.20
0510	6" DR 25	96.0	LF	\$ 16.74	\$ 1,607.04
0520	8" DR 25	228.0	LF	\$ 20.19	\$ 4,603.32
0525	12" DR 25	2,162.0	LF	\$ 27.11	\$ 58,340.72
0530	14" HDPE DR 11 (Direct Bury)	24.0	LF	\$ 121.73	\$ 2,921.52
0540	1" 3/4" Services	2.0	EA	\$ 1,082.73	\$ 2,165.46
0550	Fire Hydrants	4.0	EA	\$ 1,785.51	\$ 7,142.04
0560	Flushing Hydrant	5.0	EA	\$ 858.29	\$ 4,291.45
0570	6" Gate Valves	5.0	EA	\$ 546.70	\$ 2,733.50
0580	8" Gate Valves	4.0	EA	\$ 848.37	\$ 3,393.48
0590	12" Gate Valve	6.0	EA	\$ 1,686.73	\$ 10,120.38
0600	Sample Points	7.0	EA	\$ 345.89	\$ 2,421.93
0610	HDPE/PVC Transactions	2.0	EA	\$ 2,368.99	\$ 4,737.98
0615	18" Casing for 8" Water (4 Run)	163.0	LF	\$ 62.72	\$ 10,223.36
0620	Fittings	1.0	LS	\$ 8,197.09	\$ 8,197.09
TOTAL ORIGINAL CONTRACT					\$ 1,647,713.72
TOTAL CONTRACT INCLUDING CHANGE ORDERS					\$ 1,647,713.72

Exhibit "B" to the Resolution

BILL OF SALE

UTILITY IMPROVEMENTS
FOR WORLD COMMERCE CENTER RING WAY

WORLD COMMERCE CENTER, LLP, a Florida limited liability partnership, whose address is 13901 Sutton Park Drive South, Suite 100, Jacksonville, Florida 32224 (the "Grantor"), 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 Improvements within Ring Way. All of the Improvements are included on the approved construction plan drawings prepared by Prosser Hallock, Inc., titled "World Commerce Parkway (Ring Way)", permitted with St. Johns County as "World Commerce Center Roads and ACC", issued for construction on December 3, 2003 and reissued March 30, 2004, and marked approved by St. Johns County on November 18, 2003 (the "Plans"). All of the Improvements are lying within the property that is the subject of the Deed of Dedication in favor of St. Johns County recorded at Volume 2374 Page 1826 of the current public records of St. Johns County, Florida. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

The Grantor 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, the Grantor has caused this instrument to be duly executed and delivered by its duly authorized officer on this 7 day of February, 2005.

WORLD COMMERCE CENTER, LLP, a Florida
limited liability partnership

By: Steinemann-Wolf, LLC
Its: General Partner

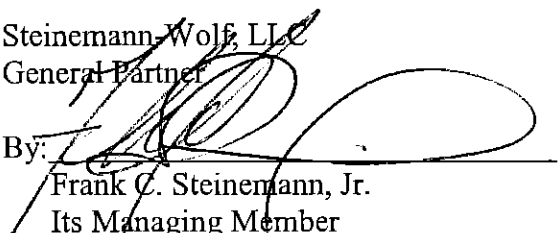
By: 
Frank C. Steinemann, Jr.
Its Managing Member



Exhibit "C" to the Resolution

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: World Commerce Center - Ring Way
DATE: March 8, 2005

Please be informed that the Utility Department has reviewed and approved the above subject Utility Easement and Bill of Sale for World Commerce Center – Ring Way.

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.



**GENERAL
LOCATION MAP**



Map Prepared: 3/11/2005
 *Depicts General Project Boundary

**World Commerce
Center Utility
Easements**

File: BCC March 23, 2005



St. Johns County
 Land Mgmt. Systems
 Real Estate