

RESOLUTION NO. 2006- 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 SEVILLA AT WORLD COMMERCE SUBDIVISION PHASE TWO AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

WHEREAS, World Commerce Residential, 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 Sevilla at World Commerce Subdivision Phase Two; and

WHEREAS, World Commerce Community Development District has 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 the Easement for the health, safety and welfare of the citizens in the 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 25th day of July, 2006.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Robin L. Place
Deputy Clerk

RENDITION DATE 7/26/2006

EASEMENT FOR UTILITIES

THIS EASEMENT executed and give this 12th day of June, 2006, by **WORLD COMMERCE RESIDENTIAL, L.L.C.**, a Florida limited liability company, with an address of 414 Old Hard Road, Suite 201, Orange Park, Florida 32003, 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 known as SEVILLA AT WORLD COMMERCE PHASE TWO as recorded in Map Book 56, Pages 91 through 98, Public Records of St. Johns County, Florida and more particularly 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, including but not limited to, those set forth on Exhibit "B" attached hereto and to the following:

(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 to 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 relation 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 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.

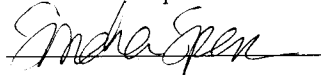
5. For the purposes of the terms and conditions of this grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.


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

**WORLD COMMERCE RESIDENTIAL,
L.L.C.**, a Florida limited liability company

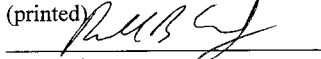
Delivered in the presence of:



By 
James Ricky Wood, Managing Member

Sandra Spencer

(printed)



Ronald B. Lamm Jr.

(printed)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12th day of June, 2006, by James Ricky Wood, Managing Member of WORLD COMMERCE RESIDENTIAL, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me and did not take an oath.



(Print) Sandra Spencer, Notary Public
My Commission expires: _____
Commission Number: _____



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", all within the plat of **SEVILLA AT WORLD COMMERCE PHASE TWO**, recorded in Map Book 56, pages 91 through 98, 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".

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **World Commerce Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("Seller"), and in consideration of the sum of Ten Dollars (\$10.00) and other 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 the Courts, Post Office Drawer 349, St. Augustine, Florida 32085 ("County"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the County, its successors and assigns, the following described property, assets and rights, to-wit:

Utility System and the complete water and/or wastewater system including all water mains, water services between mains and water meters, meters, fire hydrants, sanitary sewer force main, the gravity sewer main, lift station and all sanitary sewer manholes all located on portions of the real property known as SEVILLA AT WORLD COMMERCE PHASE TWO, as recorded in Map Book 56, Pages 91 through 98, Public Records of St. Johns County, Florida, being more particularly described in **Exhibit A** attached hereto.

TO HAVE AND TO HOLD all of the foregoing unto the County, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the County, its successors and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the County, its successors and assigns, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed in its name the day and year first above written.

Signed, Sealed and Attested

**World Commerce
Community Development District**

Mary B. West

MARY B. WEST

(printed)

[Signature]

Ronald B. Lamm Jr.

(printed)

Teri Blake

Name: Teri Blake

Title: Vice Chairman

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 21st day of June, 2006, by Teri Blake, Vice Chairman of the World Commerce Community Development District, on behalf of the District. She is personally known to me or produced _____ as identification and did take an oath.

Nicki E. Blake
(Print) NICKI E. BLAKE, Notary Public
My Commission expires: _____
Commission Number: _____

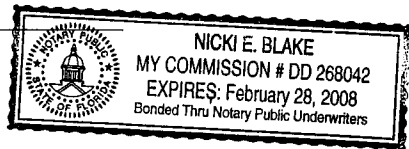


Exhibit A to Bill of Sale



Fifty Years of Service to Northeast Florida

Mike Valencourt
President

Frank Valencourt
Vice-President

F. E. Valencourt
Senior Vice-President

**Sevilla at World Commerce Phase II
Utility Schedule of Values**

<u>Watermain</u>	Quantity	Unit	Unit Price	Project Total
12" DR25 PVC Watermain	2,900	LF \$	45.50 \$	131,950.00
8" DR25 PVC Watermain	2,600	LF \$	17.00 \$	44,200.00
6" DR25 PVC Watermain	600	LF \$	19.36 \$	11,616.00
4" DR25 PVC Watermain	960	LF \$	10.95 \$	10,512.00
12" Gate Valve	7	EA \$	2,010.00 \$	14,070.00
8" Gate Valve	6	EA \$	1,055.00 \$	6,330.00
6" Gate Valves	13	EA \$	740.00 \$	9,620.00
4" Gate Valve	1	EA \$	540.00 \$	540.00
Fire Hydrant	12	EA \$	2,255.00 \$	27,060.00
Flushing Hydrant	3	EA \$	290.00 \$	870.00
Water Services	200	EA \$	350.00 \$	70,000.00
Pressure Test	7,020	LF \$	0.66 \$	4,633.20
Water Main Total			\$	331,401.20

<u>Sanitary Sewer Main</u>	Quantity	Unit	Unit Price	Project Total
Type A Manhole	31	EA \$	4,511.00 \$	139,841.00
Type B Manhole	5	EA \$	9,550.00 \$	47,750.00
8" SDR-26 Sewer Main	6,630	LF \$	50.89 \$	337,400.70
6" Cleanouts	200	EA \$	215.00 \$	43,000.00
Sewer Services	200	EA \$	600.00 \$	120,000.00
TV Test Sewer Main	6,630	LF \$	5.56 \$	36,862.80
Sanitary Sewer Main Total			\$	724,854.50

<u>Forcemain</u>	Quantity	Unit	Unit Price	Project Total
6" Forcemain	2,500	LF \$	14.85 \$	37,125.00
6" Gate Valve	3	EA \$	755.00 \$	2,265.00
Air release Valve	6	EA \$	3,250.00 \$	19,500.00
Forcemain Total			\$	58,890.00

<u>Lift Station</u>	Quantity	Unit	Unit Price	Project Total
Lift Station 20-22' Deep	1	LS \$	177,615.00 \$	177,615.00

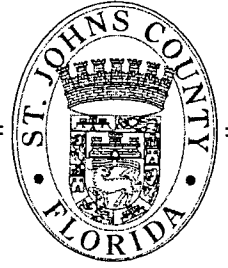
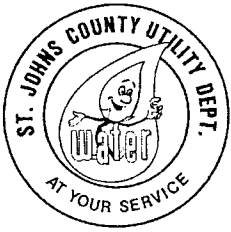
Total Utility Value \$ 1,292,760.70

Thank you,

Steven Jordan - Estimator / Project Manager

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: Sevilla At World Commerce Phase Two
Date: June 29, 2006

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Sevilla At World Commerce Phase Two.

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.