

RESOLUTION NO. 2006- 29

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO SAINT JOHNS SIX MILE CREEK WEST UNIT TWO SUBDIVISION AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.**

**RECITALS**

**WHEREAS**, D. R. Horton, Inc. - Jacksonville, a Delaware 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 Saint Johns Six Mile Creek West Unit Two Subdivision (Parcels 4, 5, 8 & 13); and

**WHEREAS**, D. R. Horton, Inc. - Jacksonville, 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 Perpetual Easement for Utilities and Bill of Sale attached and incorporated hereto, is hereby accepted.

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 7<sup>th</sup> day of February, 2006.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande  
Deputy Clerk

RENDITION DATE 2-8-06



Exhibit "A" to Resolution

THIS DOCUMENT PREPARED  
BY AND RETURN TO:  
D.R. Horton Inc.  
9456 Phillips Highway Suite 1  
Jacksonville, Florida 32256

**PERPETUAL EASEMENT FOR UTILITIES**  
**SIX MILE CREEK WEST**  
**[UNIT TWO, PARCELS 4, 5, 8 & 13 AND ASSOCIATED IMPROVEMENTS ]**

**THIS EASEMENT** is executed and given this **4th** day of **February 2005**, by **D.R. Horton, Inc.- Jacksonville**, with an address of **9456 Phillips Highway, Suite 1, Jacksonville, Florida 32256** 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 **Utility Early Completion on Swallowtail Lane South of Station 26+50, Trout Creek Court, Fort Caroline Court, and Castnet Court and Remaining Partial on Swallowtail Lane from Station 10+ to 90+, Sheephead Court, Spinnerbait court, Woodstork Court, Otter Totem court Snail Kite Court & Bluegill Court** (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:

**Philip A. Fremento, Vice President**

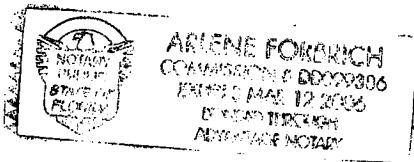
[Signature]  
Name: Regina Nolas  
[Signature]  
Name: Sherry R. Shuman

By: [Signature]  
Name: Philip A. Fremento  
Its: Vice President

STATE OF FLORIDA )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2005, by Philip A. Fremento, as Vice-President of D.R. Horton, Inc. - Jacksonville, a Delaware Corporation, on behalf of the Corporation.

[Signature]  
NOTARY PUBLIC  
State of Florida at Large Commission # DD099386  
My Commission Expires: \_\_\_\_\_  
Personally Known  or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_



[Handwritten mark]



**EXHIBIT "A"** to Easement

**[EASEMENT AREA]**

**Utility Early Completion on Swallowtail Lane South of Station 26+50, Trout Creek Court, Fort Caroline Court, and Castnet Court and Remaining Partial on Swallowtail Lane from Station 10+ to 90+, Sheephead Court, Spinnerbait court, Woodstork Court, Otter Totem court Snail Kite Court & Bluegill Court** (the "Easement Area"); together of the Plat of SAINT JOHNS SIX MILE CREEK WEST UNIT 2 as recorded in Map Book 52, Pages 43-59 of the Public Records of St. Johns County, Florida.



BILL OF SALE

UTILITY IMPROVEMENTS/SIX MILE CREEK WEST UNIT TWO ,  
PARCELS 4, 5, 8 AND 13 AND ASSOCIATED IMPROVEMENTS

D. R. Horton, Inc. - Jacksonville, a Delaware Corporation, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargain, sells, transfers, and delivers to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, the following property:

The personal property, fixtures and equipment comprising the sewage Collection and potable water distribution system (the "improvements" for portions of Six Mile Creek West within the Saint Johns project. All of the improvements are included on approved construction plan drawings for Unit 2, Parcels 4, 5, 8 and 13 prepared by England-Thims and Miller, titled Parcels 4, 5, 8 and 13 - Six Mile Creek West, last revision date of September 30, 2004, and marked approved by St. Johns County on October 8, 2004 (the "Plans). Improvements are as shown on the Saint Johns Six Mile Creek West Unit 2 Plat recorded at Map Book 52 pages 43 thru 59 of the public records of St. Johns County, Florida. Said personal property, fixtures and equipment more particularly described on the attached Exhibit "A".

D.R. Horton, Inc. - Jacksonville 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 encumbrances; that it has good right to sell the same; and it will warrant and defend the sale of the said personal property against the lawful claims and demands of all persons.

IN WITNESS WHERE OF, Philip A. Fremento has caused this instrument to be duly executed and delivered by its duly authorized officer this 4th day of February, 2005.

D.R. Horton, Inc. - Jacksonville,  
a Delaware Corporation

By:   
Print Name: Philip A. Fremento  
Its: Vice-President

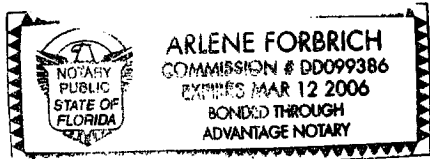


STATE OF FLORIDA        )  
                                      )SS  
COUNTY OF Duval        )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2005, by Philip A. Fremonto, as Vice-President of D.R. Horton, Inc. - Jacksonville, a Delaware Corporation, on behalf of the Corporation.

*Arlene Forbrich*

NOTARY PUBLIC  
State of Florida at Large Commission # \_\_\_\_\_  
My Commission Expires:  Personally Known \_\_\_\_\_ or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced



**SIX MILE CREEK WEST - PHASE II  
UTILITY EARLY COMPLETION SCHEDULE OF VALUES**

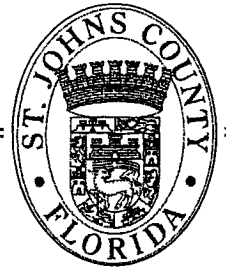
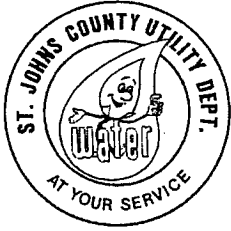
GENERAL DESCRIPTION OF THE EARLY COMPLETION AREA: SWALLOWTAIL LANE SOUTH OF STA 26+50, TROUT CREEK COURT, FORT CAROLINE COURT, AND CASTNET COURT

Description of Work	Quantity	Units	Unit Price	Total
<b>Water Distribution System</b>				
Fire Hydrant	8	EA	\$ 2,275.00	\$ 18,200.00
Sample Point	3	EA	\$ 325.00	\$ 975.00
2" Flushing Hydrant	1	EA	\$ 440.00	\$ 440.00
WM Single Service	10	EA	\$ 400.00	\$ 4,000.00
WM Double Service	42	EA	\$ 510.00	\$ 21,420.00
4" PVC DR 25	245	LF	\$ 13.45	\$ 3,295.25
6" PVC DR 25	1440	LF	\$ 10.00	\$ 14,400.00
8" PVC DR 25	1848	LF	\$ 15.30	\$ 28,274.40
10" PVC DR 25	1194	LF	\$ 27.82	\$ 33,217.08
<b>Sanitary Sewer Collection System</b>				
8" PVC Sanitary Sewer	4538	LF	\$ 28.00	\$ 127,064.00
Television Inspection Report	0.4	LS	\$ 12,000.00	\$ 4,800.00
Sanitary Services	94	EA	\$ 269.00	\$ 25,286.00
Sanitary Manhole Type A	16	EA	\$ 2,750.00	\$ 44,000.00
Sanitary Manhole Type B	5	EA	\$ 4,900.00	\$ 24,500.00
<b>Sanitary Sewer Pump Station &amp; Force Main</b>				
Lift Station	1	EA	\$ 134,000.00	\$ 134,000.00
6" PVC DR 26 Force Main	870	LF	\$ 10.60	\$ 9,222.00
<b>Water &amp; Sanitary Sewer As-Builts</b>				
Water & Sanitary Sewer As-Builts	0.4	LS	\$ 1,500.00	\$ 600.00
<b>Total</b>				<b>\$ 493,693.73</b>

*L*

# 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

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## INTEROFFICE MEMORANDUM

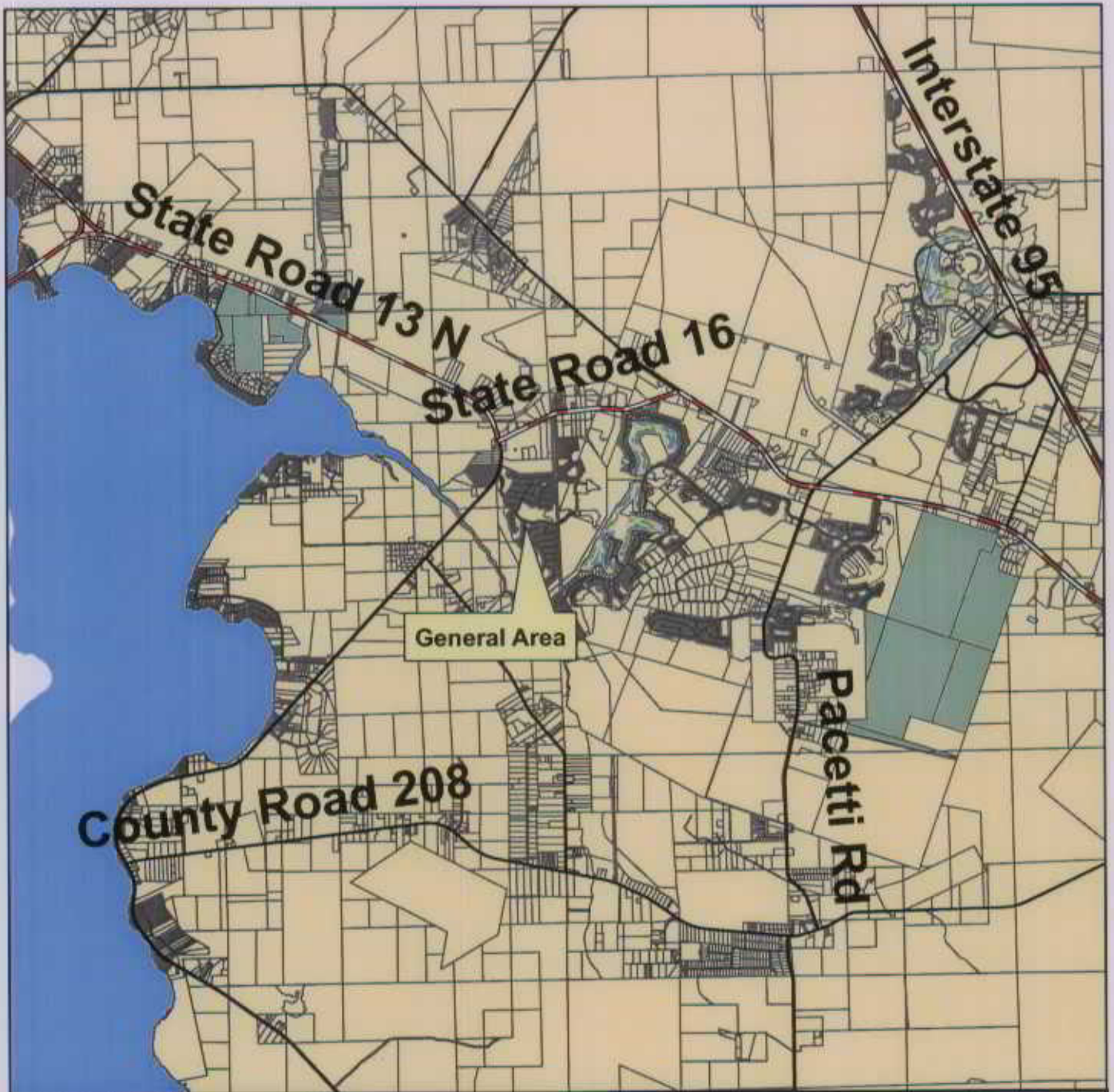
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**To:** Nanette Bradbury, Real Estate Coordinator  
**From:** Samuel T. Ramirez, Utility Development Manager  
**Subject:** Six Mile Creek West, Unit 2, Parcels 4, 5, 8 & 13  
**Date:** January 12, 2006

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Six Mile Creek West, Unit 2, Parcels 4, 5, 8 & 13.

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.



**GENERAL  
LOCATION MAP**



Map Prepared: 1/17/2006  
 \*Depicts General Project Boundary

**Easement for  
Utilities - Saint Johns  
Six Mile Creek West  
Unit Two Subdivision**

File: BCC February 7, 2006



St. Johns County  
 Land Mgmt. Systems  
 Real Estate