

RESOLUTION NO. 2006- 428

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO THE STRATFORD MILL APARTMENTS.

RECITALS

WHEREAS, Stratford Mill of St. Johns County Ltd., 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 service to Stratford Mill Apartments; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the document mentioned above, as stated in a memo attached hereto as Exhibit "B", 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 the subdivision.

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 Board of County Commissioners accepts the above described Easement for Utilities.

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

PASSED AND ADOPTED this 14th day of November, 2006.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Atsicia A. Grande
Deputy Clerk

RENDITION DATE 11-16-06

Exhibit A to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16 day of October, 2006, By Stratford Mill of St. Johns Co. Ltd. with an address of 20725 SW 46th Avenue, Newberry, Florida 32669, hereinafter called "**Grantor,**" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32084, 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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens, and encumbrances of record;

(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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced 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 or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements or structures 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.

4. This Grant of Easement shall insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered
In the presence of:

Stratford Mill of St. John's Co. Ltd.
By: Davis Heritage-Stratford Mill,
LLC, its general partner
By: Davis Heritage GP Holdings,
LLC, its sole member

Jessica McLaren
Witness

By: [Signature]
Its: Managing Member

Jessica McLaren
Witness Print Name

Deborah L. Herring
Witness

DEBORAH L. HERRING
Witness Print Name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16th day of October, 2006, by Stefan M. Davis who has produced N/A as identification or is personally known to me.



April L. Cliche
Notary Public, State of Florida

APRIL L. CLICHE
Print Name

May 21, 2010
Commission Expires

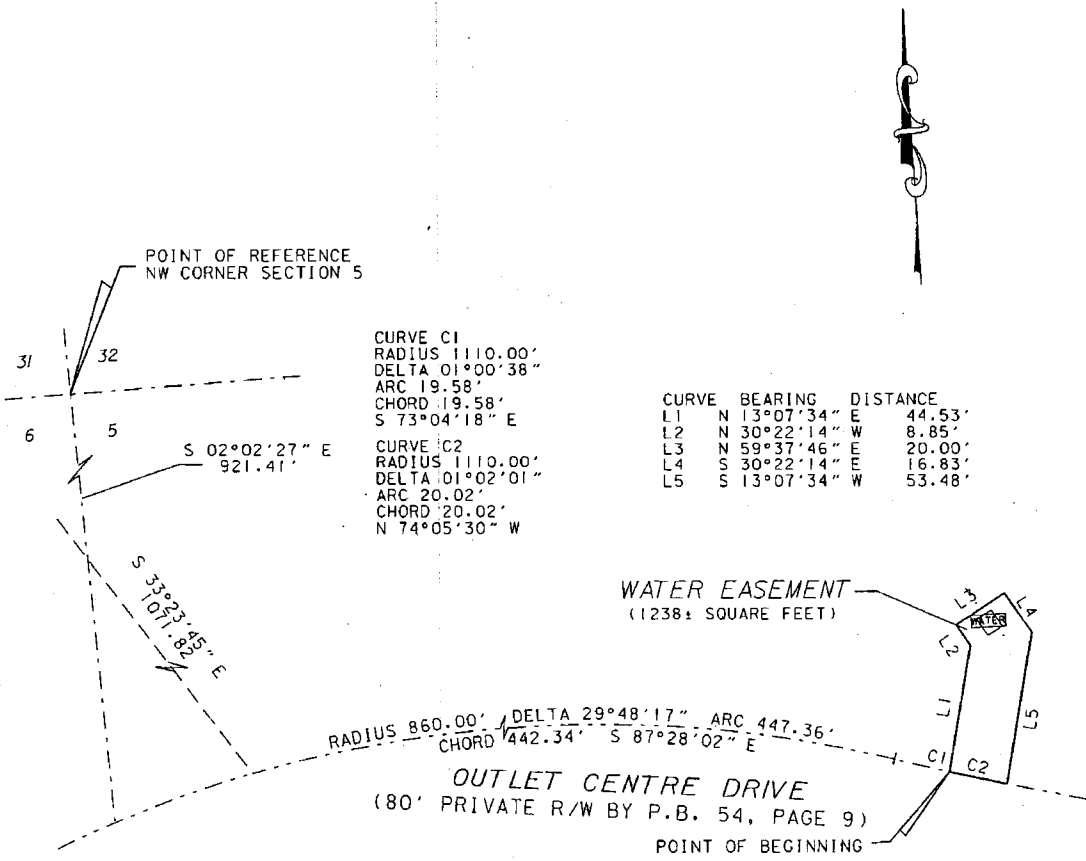
Exhibit "A" to Easement - Easement Area

MAP OF

STRATFORD MILL APARTMENTS - WATER EASEMENT

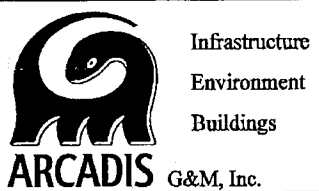
A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 02°02'27" EAST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 921.41 FEET; THENCE DEPARTING SAID SECTION LINE, SOUTH 33°23'45" EAST, A DISTANCE OF 1071.82 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OUTLET CENTRE DRIVE, (AN 80.00 FOOT RIGHT-OF-WAY BY PLAT OF OUTLET CENTRE DRIVE, AS RECORDED IN PLAT BOOK 54, PAGE 9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA) AND A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 860.00 FEET; THENCE EASTERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 447.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°28'02" EAST AND A CHORD DISTANCE OF 442.34 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1110.00 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 19.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°04'18" EAST, AND A CHORD DISTANCE OF 19.58 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 13°07'34" EAST, A DISTANCE OF 44.53 FEET; THENCE NORTH 30°22'14" WEST, A DISTANCE OF 8.85 FEET; THENCE NORTH 59°37'46" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 30°22'14" EAST, A DISTANCE OF 16.83 FEET; THENCE SOUTH 13°07'34" WEST, A DISTANCE OF 53.48 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF OUTLET CENTRE DRIVE, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1110.00 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°05'30" WEST, AND A CHORD DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 1238 SQUARE FEET, MORE OR LESS.



1. BEARINGS SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, WITH THE BEARING ON THE NORTH LINE OF SECTION 5 BEING N 89°15'19" E.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



Infrastructure
Environment
Buildings

1650 Prudential Drive, Suite 400 • Jacksonville, Florida 32207 -
(904) 721-2991 • Fax: (904) 861-2450
FL Certification Number: EB 7917 LC 0269 LB 7062

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Brenda D. Catone
 CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021
 BRENDA D. CATONE FLA. P.S.M. CERT. NO. LS 5447

DATE SEPTEMBER 12, 2006 SCALE 1" = 50'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

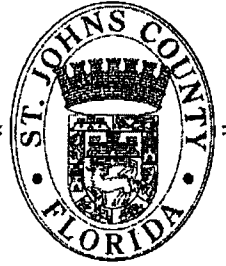
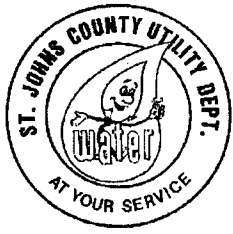
REQ. NO.

E:\295148\wateresmt.dgn

Exhibit B to Resolution

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: Vickie Battell, Construction Tech III – Utility Engineering

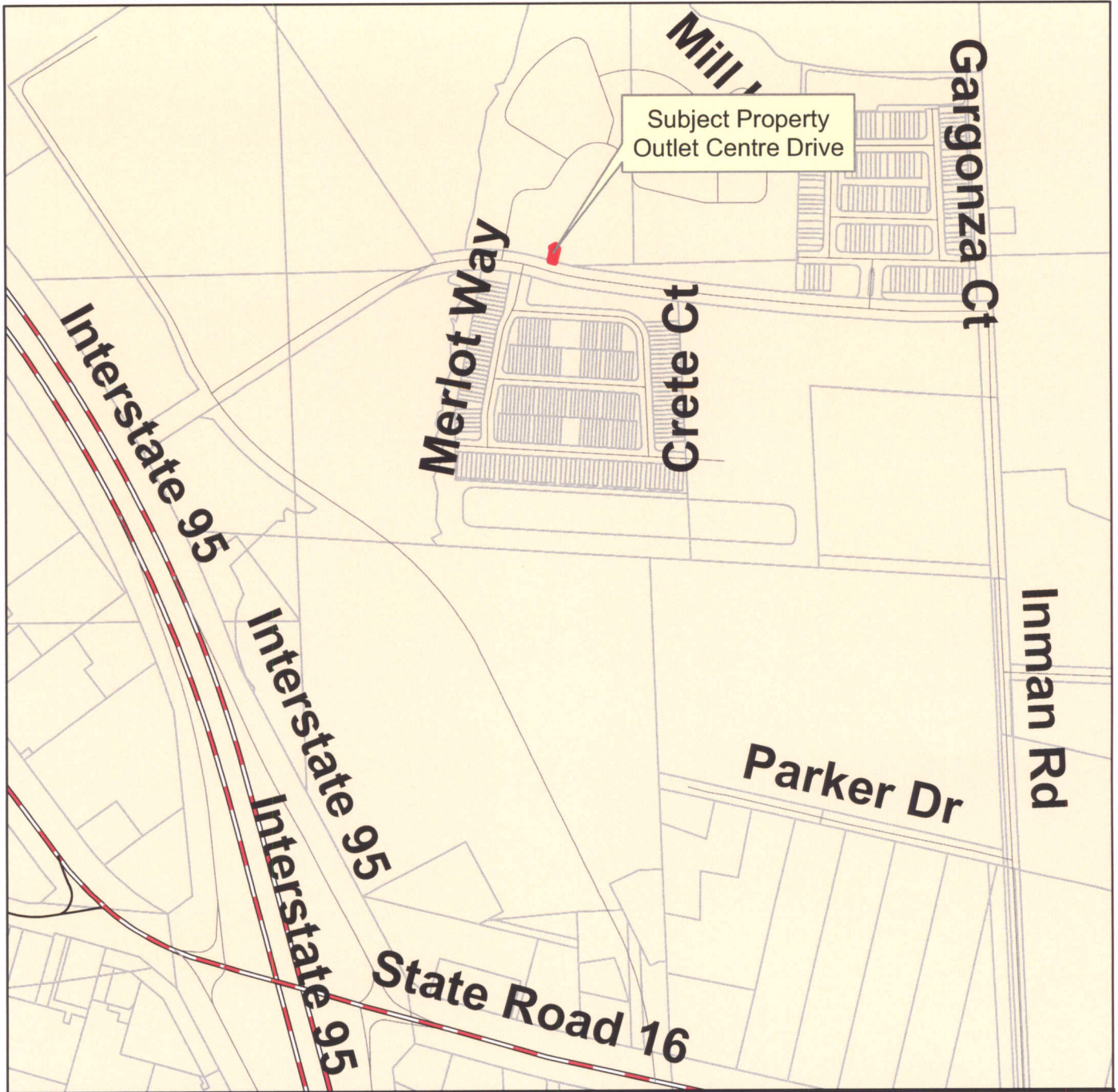
Subject: Stratford Mill Apartments – MODCP 2004000005

Date: October 17, 2006

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Stratford Mill Apartments.

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: 10/24/2006

*Depicts General Project Boundary

**Utility Easement
For
Stratford
Mill
Apartments**

File: BCC 2006_1114



St. Johns County
Land Mgmt. Systems
Real Estate