

RESOLUTION NO. 2007- 122

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO THE SHOPPES OF MURABELLA ON THE CORNER OF PACETTI ROAD AND STATE ROAD 16.

RECITALS

WHEREAS, S/Palm Lakes Pub, Ltd., a Florida limited 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 service to the Shoppes of Murabella on the corner of Pacetti Road and State Road 16; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents 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 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.

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

PASSED AND ADOPTED this 1st day of May, 2007.

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

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Robin L. Rich
Deputy Clerk

RENDITION DATE 5/3/07

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

William C. Hagin, Esq.
LeBoeuf, Lamb, Greene & MacRae, L.L.P.
50 North Laura Street, Suite 2800
Jacksonville, Florida 32202

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 3rd day of April, 2007, by **S/PALM LAKES PUB, LTD.**, a Florida limited partnership, with an address of 6675 Corporate Center Parkway, Jacksonville, Florida, 32216, 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:

Coer A. P. [Signature]
Print Name: GOEN V. PURVISTII

[Signature]
Print Name: TERA FRASER

GRANTOR:

S/PALM LAKES PUD, LTD., a Florida limited partnership

By: HP/Palm Lakes Pub, Inc., its General Partner

By: [Signature]
Name: Jeffrey A. Conn
Title: President

Address: 6675 Corporate Center Parkway
Suite 100
Jacksonville, Florida 32216

STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 4 day of April, 2007, by Jeffery A. Conn, the President of HP/Palm Lakes Pud, Inc., a Florida Corporation that is the General Partner of **S/Palm Lakes Pud, Ltd.**, a Florida limited partnership, on behalf of the partnership, who either [] is personally known to me or [] has produced a _____ state driver's licenses as identification.

[Signature]

Notary Public, State of Florida
Printed Name: Stephanie Black
Commission No. 20191177
My Commission Expires: 3/19/11

[NOTARIAL SEAL]

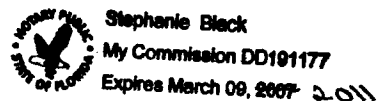


EXHIBIT A to Easement

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

A portion of Subsection 10, lying with Section 38, of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the centerline of County Road No. 13-A (a 100 foot right-of-way as presently established) with the survey baseline for State Road No. 16 (a 200 foot right-of-way as shown on the Florida Department of Transportation right-of-way map, Section 78060-2522, dated November 16, 1998); thence South 19°30'15" West, along the centerline of County Road No. 13-A, a distance of 71.23 feet to its intersection with the westerly prolongation of the southerly right-of-way line of State Road No. 16; thence South 81°10'44" East along last said line, a distance of 348.83 to the Point of Beginning; thence departing said line run South 08°49'16" West for a distance of 15.00 feet; thence run 15.00 feet south of and parallel to the said southerly right-of-way South 81°10'44" East for a distance of 53.05 feet; thence run South 08°49'16" West for a distance of 60.00 feet; thence run 75.00 feet south of and parallel to the said southerly right-of-way South 81°10'44" East for a distance of 20.00 feet; thence run North 08°49'16" East for a distance of 60.00 feet; thence run 15.00 feet south of and parallel to the said southerly right-of-way South 81°10'44" East for a distance of 207.58 feet; thence run South 08°49'16" West for a distance of 60.00 feet; thence run 75.00 feet south of and parallel to the said southerly right-of-way South 81°10'44" East for a distance of 20.00 feet; thence run North 08°49'16" East for a distance of 60.00 feet; thence run 15.00 feet south of and parallel to the said southerly right-of-way South 81°10'44" East for a distance of 205.04 feet to the Westerly right-of-way line of proposed Murabella Parkway (a 60' R/W) and a point on a curve concave southerly having a central angle of 66°25'19" and a radius of 25.00 feet run northwesterly along the said westerly right-of-way along the arc of said curve 28.98 feet to the Southerly right-of-way line of State Road No. 16, said arc being subtended by a chord bearing and distance of North 47°58'05" West, 27.39 feet; thence run along said southerly right-of-way of State Road No. 16 North 81°10'44" West for a distance of 482.76 feet to the Point of Beginning.

Containing 9,889 square feet or 0.23 acres more or less.

LEGEND:

- PC - POINT OF CURVATURE
- PI - POINT OF INTERSECTION
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- CA - CENTERLINE
- OR - OFFICIAL RECORDS BOOK
- R/W - RIGHT OF WAY

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED "SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTHERLY NW/4 LINE OF STATE ROAD 16 BEING S 81°10'44" E
3. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY.
5. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.

For the Firm By: _____

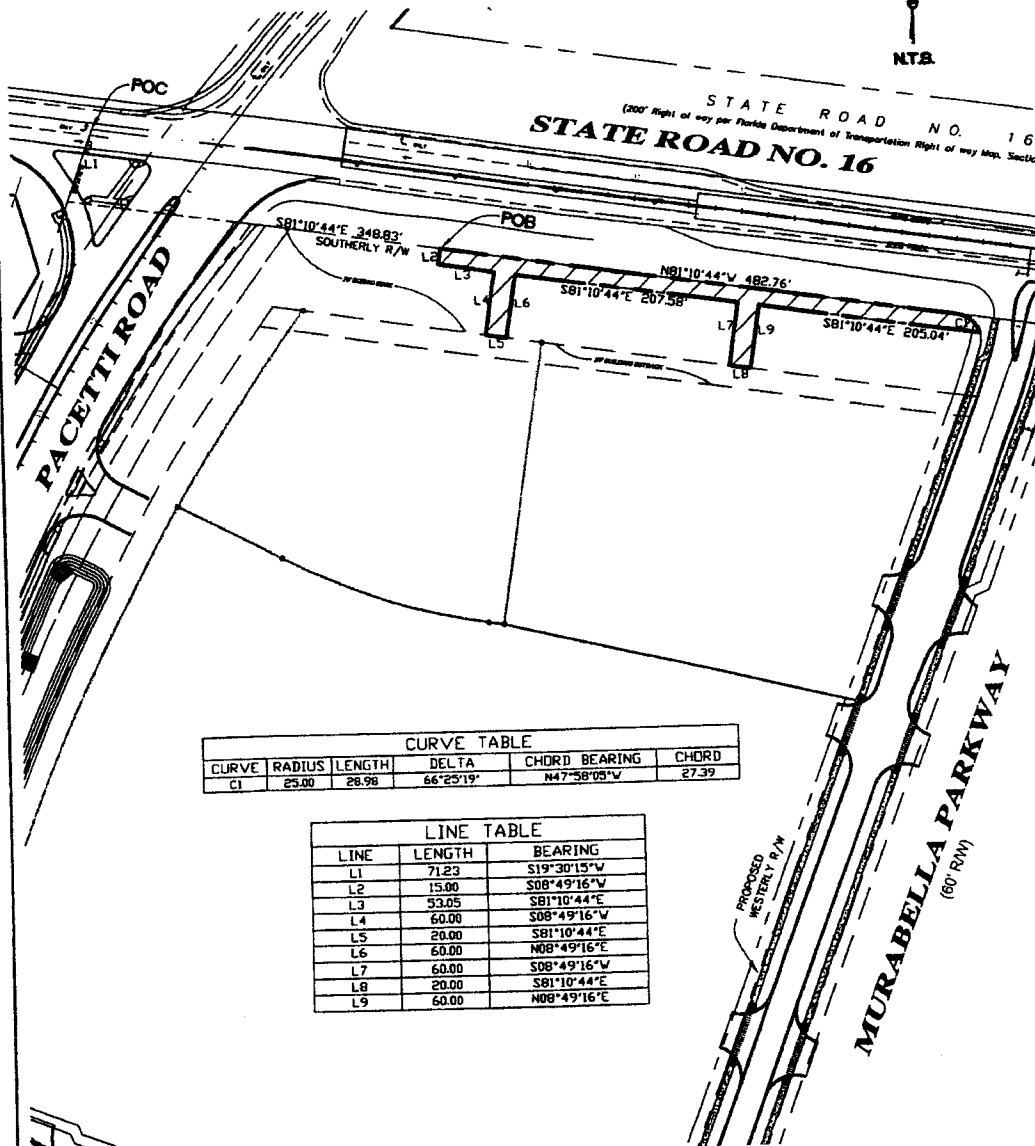
Arthur A. Mastronicola Jr., P.S.M.
Professional Surveyor and Mapper
Florida Registration No. LS 4166

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

	Engineers Architects Surveyors Planners Landscape Architects Environmental Scientists Construction Management Design / Build	6675 Corporate Center Parkway, Suite 312 Jacksonville, FL 32216 Phone 904 332-0899 Fax 904 332-0997	SKETCH OF DESCRIPTION	PAGE 1 OF 2
			MURABELLA UTILITY EASEMENT ST. JOHNS COUNTY, FLORIDA	H7304 © 2007


SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



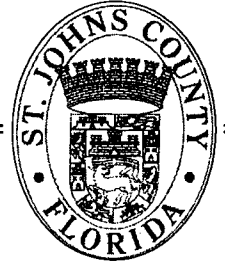
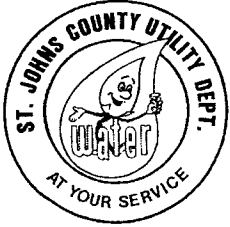
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00	28.98	66°25'19"	N47°58'05"W	27.39

LINE TABLE		
LINE	LENGTH	BEARING
L1	71.23	S19°30'15"W
L2	15.00	S08°49'16"W
L3	53.05	S81°10'44"E
L4	60.00	S08°49'16"W
L5	20.00	S81°10'44"E
L6	60.00	N08°49'16"E
L7	60.00	S08°49'16"W
L8	20.00	S81°10'44"E
L9	60.00	N08°49'16"E

	Engineers Architects Surveyors Planners Landscape Architects Environmental Scientists Construction Management Design / Build	6675 Corporate Center Parkway, Suite 112 Jacksonville, FL 32216 Phone 904 332-0999 Fax 904 332-0997	SKETCH OF DESCRIPTION	PAGE 2 OF 2	
			MURABELLA UTILITY EASEMENT ST. JOHNS COUNTY, FLORIDA		H7304
			Certificate of Authorization No. LB7143		© 2007

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: Murabella Roads A, B & C
Date: April 11, 2007

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Murabella Roads A, B & C.

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.