

RESOLUTION NO. 2008- 223

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICES TO PALENCIA NORTH PUD PHASE IIA SUBDIVISION AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.**

**RECITALS**

**WHEREAS**, Intervest Construction of Jax, Inc., a Florida 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 Palencia North PUD Phase IIA Subdivision. The Easement was recorded by the developer in error prior to being submitted to the County; and

**WHEREAS**, Sweetwater Creek Community Development District, a local unit of special purpose government has executed and presented the Bill of Sale and schedule of values conveying all personal property associated with the water and sewer system which is 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:

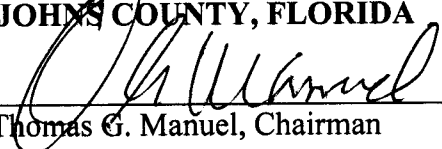
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easement for Utilities and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

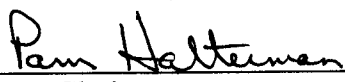
Section 3. The Clerk of the Circuit Court is instructed to file the original Easement for Utilities and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 19<sup>th</sup> day of August, 2008.

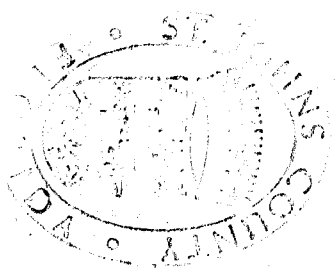
**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By:   
Thomas G. Manuel, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk

**RENDITION DATE** 8/25/08



Public Records of  
St. Johns County, FL  
Clerk # 2008039929,  
O.R. 3104 PG 1949-1954  
07/16/2008 at 08:27 AM,  
REC. \$25.00 SUR. \$27.50

PREPARED BY, RECORD AND RETURN TO:

KATHRYN F. WHITTINGTON, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FL 32202

**EASEMENT FOR UTILITIES**  
**(Palencia North PUD Phase IIA)**

**THIS EASEMENT FOR UTILITIES** executed and given this 10<sup>th</sup> day of <sup>June</sup> ~~February~~, 2008 by **INTERVEST CONSTRUCTION OF JAX, INC.**, a Florida corporation, whose address is 2379 Beville Road, Daytona Beach, Florida, 32119 (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 described on **Exhibit A** attached hereto containing an area of approximately **7.02 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 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.



**EXHIBIT A** to Easement

[Legal Description]

**Palencia North PUD Phase IIA**

LAS CALINAS BOULEVARD, TRACT "E" (LIFT STATION SITE) AND TRACT "L" (LIFT STATION SITE), ALL AS SHOWN ON THE PLAT OF PALENCIA NORTH PHASE IIA RECORDED IN MAP BOOK 65, PAGES 10 THROUGH 18 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



**CONSENT AND JOINDER TO EASEMENT FOR UTILITIES**

**BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation (the "Mortgagee") is a Mortgagee under that certain Mortgage, Financing Statement and Security Agreement executed by Intervest Construction of Jax, Inc., a Florida corporation, in favor of National City Bank, a national banking association ("National City Bank") dated effective March 31, 2006, and recorded in Official Records Book 2690, Page 514, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by National City Bank to Mortgagee pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), all of the current public records of St. Johns County, Florida, encumbering the real property described on Exhibit A of the Easement for Utilities attached hereto to which this Consent and Joinder is attached (the "Easement") and has caused this instrument to be executed solely in evidence of its consent and joinder to the attached Easement.

Signed, sealed and delivered in the presence of:

**BRANCH BANKING AND TRUST COMPANY**,  
a North Carolina banking corporation

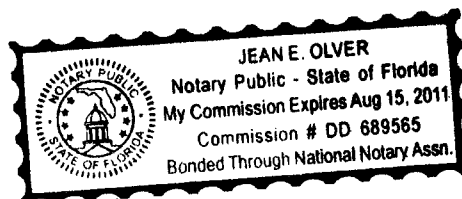
Jean E. Olver  
Name Printed: Jean E. Olver  
Debra K. Hamilton  
Name Printed: Debra K. Hamilton

By: John R. Lamb  
Name: John R. Lamb  
Its: Senior Vice President

STATE OF FLORIDA        }  
  }SS  
COUNTY OF DUVAL        }

The foregoing instrument was acknowledged before me this 13th day of June, 2008, by John R. Lamb, a Senior Vice President of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, on behalf of the banking corporation.

Jean E. Olver  
(Print Name JEAN E OLVER)  
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 \_\_\_\_\_



**BILL OF SALE**

**UTILITY IMPROVEMENTS  
FOR SWEETWATER CREEK**

**[ Palencia North PUD Phase IIA]**

**THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida (the "District") 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 are 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 the project. All of the Improvements are included on the following approved construction plan drawings prepared by England Thims & Miller, Inc:

Palencia North PUD Phase IIA as shown within the construction plan drawing titled "Palencia North PUD - Phase II" that was issued for construction on May 31, 2007, and marked approved by St. Johns County on May 31, 2007. All of the Improvements are lying within the right-of-way of Las Calinas Boulevard, Tract "E" and Tract "L," as shown on the plat of Palencia North Phase IIA recorded in Map Book 65, Pages 10 through 18 of the public records of St. Johns County, Florida.

Said personal property, fixtures, and equipment being more particularly described on the attached **Schedule "A."**

The District 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 District has caused this instrument to be duly executed and delivered by its duly authorized officer on this 10<sup>th</sup> day of ~~February~~ JUNE, 2008.

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Kelley McCarrick  
Its: Chairman

Print: KELEY MCCARRICK

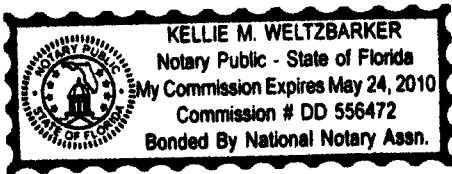
Lane Gardner  
Its: Assistant Secretary

Print: LANE GARDNER

STATE OF FLORIDA

COUNTY OF ST. JOHN

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2008,  
by Kelly McCarrick,  who is personally known to me, or \_\_\_\_\_ who  
has produced \_\_\_\_\_ as identification.



Kellie M. Weltzbarker  
(Print Name Kellie M. Weltzbarker)

NOTARY PUBLIC

State of Florida at Large


Commission #

Personally Known or \_\_\_\_\_ Produced I.D.,

(check on of the above)

Type of Identification Produced

**Schedule "A" to Bill of Sale**

<b>PBG</b> 1250 Gateway Rd Lake Park, FL 33403 (561) 842-9551 OFC		 <b>Schedule of Values</b> Phase 2A		DATE: 7/10/2008	
Quote To:				Project Information: Palencia North PUD Ph:2-A	
Item No	Line Bid Items Description	QTY	UT	UT Rate	Line Totals
<b>Water Distribution System</b>					
1	10" PVC Watermain	5010	LF	\$ 20.00	\$ 100,200.00
2	8" PVC Watermain	95	LF	\$ 17.00	\$ 1,615.00
3	6" PVC Watermain	390	LF	\$ 14.00	\$ 5,460.00
4	4" PVC Watermain	235	LF	\$ 12.50	\$ 2,937.50
5	10" Gate Valve	13	EA	\$ 1,300.00	\$ 16,900.00
6	8" Gate Valve	4	EA	\$ 750.00	\$ 3,000.00
7	6" Gate Valve	4	EA	\$ 650.00	\$ 2,600.00
8	4" Gate Valve	3	EA	\$ 575.00	\$ 1,725.00
9	10"x 10" Tee	1	EA	\$ 350.00	\$ 350.00
10	10"x 8" Tee	2	EA	\$ 350.00	\$ 700.00
11	10"x 6" Tee	3	EA	\$ 350.00	\$ 1,050.00
12	10"x 4" Tee	2	EA	\$ 350.00	\$ 700.00
13	10"x 8" Cross	1	EA	\$ 350.00	\$ 350.00
14	Fire Hydrant Assembly	7	EA	\$ 2,600.00	\$ 18,200.00
15	Sample Point	11	EA	\$ 300.00	\$ 3,300.00
16	2" Flushing Hydrant	11	EA	\$ 600.00	\$ 6,600.00
17	Fittings	90	EA	\$ 300.00	\$ 27,000.00
18	Water Connections	6	EA	\$ 650.00	\$ 3,900.00
19	21" Casing	183	LF	\$ 62.00	\$ 11,346.00
20	16" Casing	113	LF	\$ 29.00	\$ 3,277.00
21	14" Casing	122	LF	\$ 28.00	\$ 3,416.00
22	10" Restraint Joints	86	EA	\$ 89.00	\$ 7,654.00
				<b>Total</b>	<b>\$ 222,280.50</b>
<b>Sanitary Gravity Mains and Sewer Collection System</b>					
1	8" PVC Sewer (0-6 Cut) SDR-35	117	LF	\$ 26.00	\$ 3,042.00
2	8" PVC Sewer (6-8 Cut) SDR-35	525	LF	\$ 31.00	\$ 16,275.00
3	8" PVC Sewer (8-10 Cut) SDR-35	371	LF	\$ 33.00	\$ 12,243.00
4	8" PVC Sewer (6-8 Cut) SDR-26	85	LF	\$ 36.00	\$ 3,060.00
5	8" PVC Sewer (8-10 Cut) SDR-26	214	LF	\$ 39.00	\$ 8,346.00
6	8" PVC Sewer (10-12 Cut) SDR-26	461	LF	\$ 39.00	\$ 17,979.00
7	8" PVC Sewer (12-14 Cut) SDR-26	507	LF	\$ 39.00	\$ 19,773.00
8	8" PVC Sewer (14-16 Cut) SDR-26	269	LF	\$ 39.00	\$ 10,491.00
9	8" PVC Sewer (18-20 Cut) SDR-26	16	LF	\$ 39.00	\$ 624.00
10	8" PVC Sewer (14-16 Cut) DR-18	809	LF	\$ 42.00	\$ 33,978.00
11	8" PVC Sewer (16-18 Cut) DR-18	563	LF	\$ 43.00	\$ 24,209.00
12	8" PVC Sewer (18-20 Cut) DR-18	44	LF	\$ 45.00	\$ 1,980.00
13	Sanitary Manhole (0-6 Cut)	2	EA	\$ 2,600.00	\$ 5,200.00
14	Sanitary Manhole (6-8 Cut)	3	EA	\$ 2,900.00	\$ 8,700.00
15	Sanitary Manhole (8-10 Cut)	3	EA	\$ 3,000.00	\$ 9,000.00
16	Sanitary Manhole (10-12 Cut)	1	EA	\$ 3,600.00	\$ 3,600.00
17	Sanitary Manhole (12-14 Cut)	2	EA	\$ 4,200.00	\$ 8,400.00
18	Sanitary Manhole (14-16 Cut)	7	EA	\$ 4,800.00	\$ 33,600.00
19	Sanitary Manhole (16-18 Cut)	3	EA	\$ 5,000.00	\$ 15,000.00
20	Sanitary Manhole (18-20 Cut)	1	EA	\$ 5,000.00	\$ 5,000.00
21	Type - B Manhole (10-12 Cut)	1	EA	\$ 3,100.00	\$ 3,100.00
22	Type - B Manhole (14-16 Cut)	1	EA	\$ 3,100.00	\$ 3,100.00
23	Lift Stations w/ Access	2	EA	\$ 250,000.00	\$ 500,000.00
24	Sewer Connections	11	EA	\$ 350.00	\$ 3,850.00
				<b>Total</b>	<b>\$ 750,550.00</b>
<b>Sanitary Sewer Force main</b>					
1	8" PVC Force main	952	LF	\$ 21.00	\$ 19,992.00
2	6" PVC Force main	1070	LF	\$ 13.50	\$ 14,445.00
3	4" PVC Force main	3245	LF	\$ 13.75	\$ 44,618.75
4	8" Plug Valve	1	EA	\$ 800.00	\$ 800.00
5	6" Plug Valve	2	EA	\$ 700.00	\$ 1,400.00
6	4" Plug Valve	10	EA	\$ 550.00	\$ 5,500.00
7	8"x 4" Tee	1	EA	\$ 400.00	\$ 400.00
8	6"x 4" Tee	3	EA	\$ 375.00	\$ 1,125.00
9	4"x 4" Tee	1	EA	\$ 375.00	\$ 375.00
10	4" Air Release Valve	2	EA	\$ 3,100.00	\$ 6,200.00
11	Restrained Joints	65	EA	\$ 118.00	\$ 7,670.00
12	Fittings	83	EA	\$ 250.00	\$ 20,750.00
13	20" Casing	34	LF	\$ 62.00	\$ 2,108.00
14	12" Casing	253	LF	\$ 29.00	\$ 7,337.00
				<b>Total</b>	<b>\$ 132,720.75</b>
				<b>Grand Total</b>	<b>\$ 1,105,551.25</b>

*St. Johns County Board of County Commissioners*



UTILITY DEPARTMENT  
Engineering Division

1205 STATE ROAD 16  
SAINT AUGUSTINE, FLORIDA  
32084-8646

PHONE: (904) 209-2700  
FAX: (904) 209-2601

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INTEROFFICE MEMORANDUM

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TO: NANETTE BRADBURY, REAL ESTATE COORDINATOR  
FROM: VICKIE BATTELL, CONSTRUCTION TECH, DEVELOPMENT  
THROUGH: ROBERT ZAMMATARO, CHIEF ENGINEER - DEVELOPMENT  
SUBJECT: EASEMENT PALENCIA NORTH PUD PHASE II  
DATE: JULY 22, 2008

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Palencia North PUD Phase II.

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.