

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO FOREST OAKS ESTATES SUBDIVISION AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, John Ruggeri, president of Forest Oaks Estates Homeowners Association and individually, 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 serve Forest Oaks Estates subdivision; and

WHEREAS, John Ruggeri, has also executed a 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, to the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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 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 2nd day of December, 2008.



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

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 12/4/08

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16 day of October, 2008 by Forest Oaks Estates HOA & John Ruggeri, individually, with an address of 815 S.R. 206 East St. Augustine, FL., 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees 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, & sewer force mains** 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 (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area** ^{→ is} **noted on the attached, and incorporated Exhibit B (Ingress/Egress Area)**. This easement is for water and/or sewer 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 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. (a) WATER SYSTEM - 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.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

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 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 inure to the benefit of and be binding 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:

**John Ruggeri, individually and
Forest Oaks Estates, HOA**

Peggy Sewell
Witness

By: [Signature]
Its: President

Peggy S. Sewell
Print Name

[Signature]
Witness

Stefanie Jackson
Print Name

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me this 17th day of October, 2008 by John R. Ruggeri who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public


NOTARY PUBLIC-STATE OF FLORIDA
 **Martha L. Londono**
Commission # DD384243
Expires: JAN. 05, 2009
Bonded by Atlantic Bonding Co., Inc.

EXHIBIT "A" to Easement

EASEMENT AREA

UTILITY EASEMENT

That certain piece, parcel or tract of land, being described as all of Forest Oaks Drive, a 50 foot private right of way as established and shown on the plat of FOREST OAKS ESTATES, said plat recorded in Map Book 61, pages 79 and 80 of the public records of St. Johns County, Florida.

FOREST OAKS ESTATES

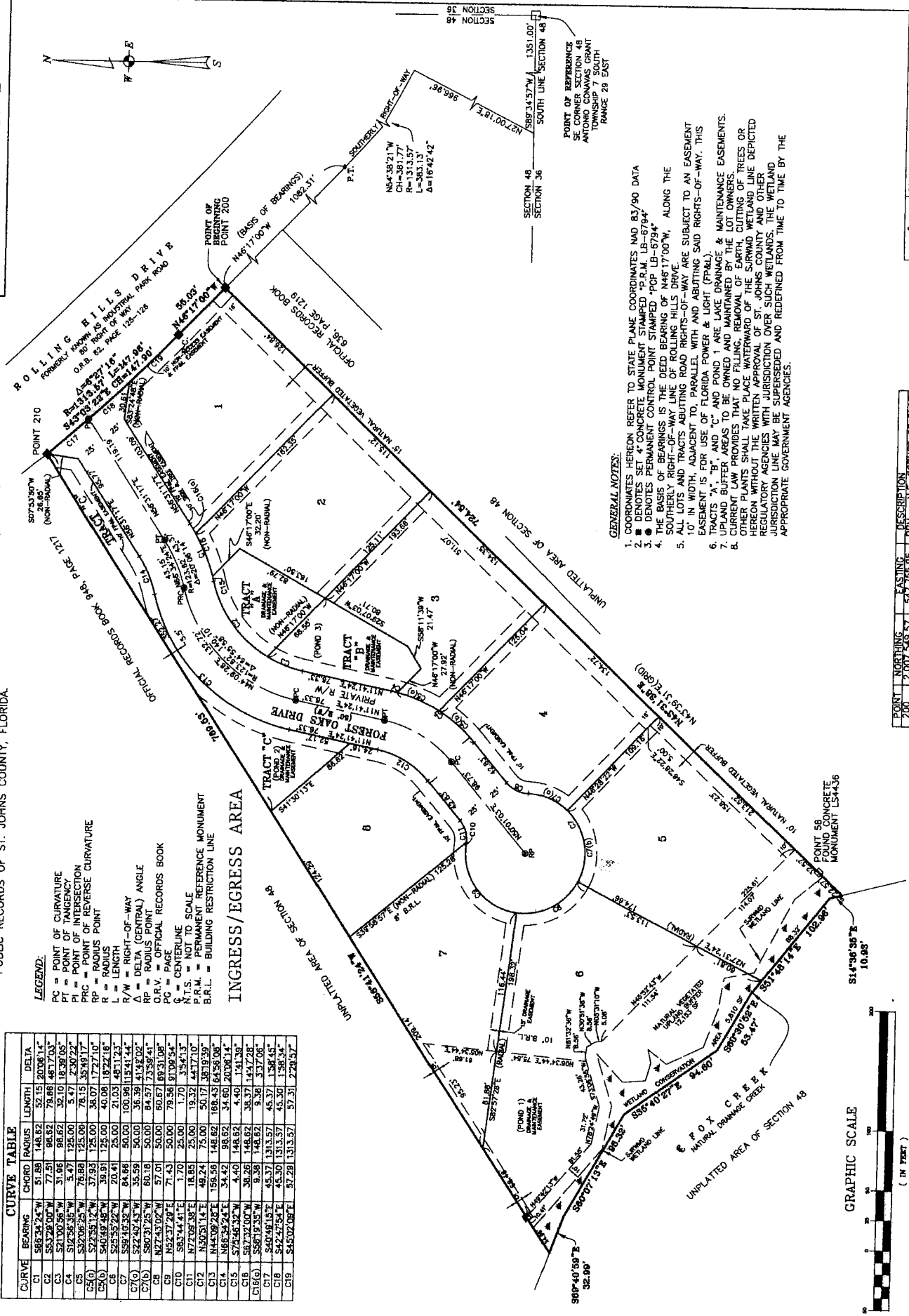
A PARCEL OF LAND IN THE ANTONIO CANOVAS GRANT, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING A PART OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 736, PAGE 799, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 61 PAGE 80
SHEET 2 OF 2

CURVE	BEARING	CHORD	RADIUS	LENGTH	DELTA
C1	S86°34'24"W	51.89	148.62	52.15	2006.14
C2	S85°29'00"W	77.51	96.62	79.88	4817.03
C3	S21°00'56"W	51.96	96.62	32.10	1839.05
C4	S72°09'25"W	76.88	125.06	5.47	2307.27
C5(1)	S72°35'12"W	37.93	125.06	78.15	3549.17
C5(2)	S40°49'45"W	39.91	125.06	38.07	1772.10
C6	S43°35'22"W	20.41	25.00	40.08	1872.16
C7	S59°49'32"W	84.66	50.00	21.03	4811.23
C7(1)	S72°49'43"W	35.59	50.00	100.98	11541.44
C7(2)	S92°31'25"W	60.18	50.00	36.39	4134.09
C8	N21°51'02"E	77.01	50.00	84.57	7338.41
C9	S84°17'29"E	71.50	50.00	50.57	8931.08
C10	S84°17'29"E	71.50	50.00	79.36	9709.54
C11	S77°47'41"E	18.84	25.00	1.70	3254.13
C12	N43°51'14"E	49.24	25.00	19.32	4471.10
C13	N43°51'14"E	49.24	25.00	50.17	919.39
C14	N43°51'14"E	156.64	178.49	168.43	6436.08
C15	S72°46'32"E	34.42	34.42	34.42	2036.14
C16	S72°46'32"E	4.40	18.62	4.39	141.38
C17	S40°46'15"E	45.37	1313.57	45.37	337.08
C18	S42°47'54"E	45.30	1313.57	45.30	336.49
C19	S45°02'08"E	57.28	1313.57	57.31	728.57

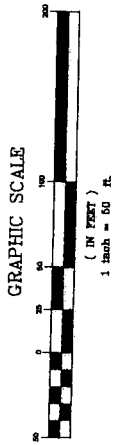
LEGEND:
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 PI = POINT OF INTERSECTION
 PRC = POINT OF REVERSE CURVATURE
 RP = RADIUS POINT
 R = RADIUS
 L = LENGTH
 R/W = RIGHT-OF-WAY
 Δ = DELTA (CENTRAL) ANGLE
 Δ = RADIUS POINT
 C.R.V. = CURVE RECORDS BOOK
 P.C. = PAGE
 G = CENTERLINE
 N.T.S. = NOT TO SCALE
 P.M. = PERMANENT REFERENCE MONUMENT
 B.R.L. = BUILDING RESTRICTION LINE

INGRESS/EGRESS AREA



GENERAL NOTES:
 1. COORDINATES HEREON REFER TO STATE PLANE COORDINATES NAD 83/90 DATA
 2. ● DENOTES SET 4" CONCRETE MONUMENT STAMPED P.M. LB-6794
 3. ● DENOTES PERMANENT CONTROL POINT STAMPED "P.C. LB-6794"
 4. THE BASIS OF BEARINGS IS THE DEED BEARING "PCH LB-6794"
 5. SOUTHERLY RIGHT-OF-WAY LINE OF ROLLING HILLS DRIVE
 6. ALL LOTS AND TRACTS ABUTTING ROAD RIGHTS-OF-WAY ARE SUBJECT TO AN EASEMENT 10' IN WIDTH, ADJACENT TO, PARALLEL WITH AND ABUTTING SAID RIGHTS-OF-WAY. THIS EASEMENT IS FOR USE OF FLORIDA POWER & LIGHT (FP&L)
 7. TRACTS "A", "B", AND "C" ARE LAKE DRAINAGE & MAINTENANCE EASEMENTS.
 8. UPLAND BUFFER AREAS TO BE OWNED AND MAINTAINED BY THE LOT OWNERS.
 9. CURRENT LAW PROVIDES THAT NO FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE SURWARD WETLAND LINE DEPICTED HEREON WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. THE WETLAND JURISDICTION LINE IS BEING RECORDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENT AGENCIES.

POINT	NORTHING	EASTING	DESCRIPTION
200	2,007,549.53	547,743.93	POINT 1 - CORNER OF PLAT 200
58	2,007,045.30	547,714.73	POINT 58 - CORNER OF PLAT 58
210	2,007,685.98	547,615.54	POINT 210 - N.W. CORNER OF PLAT 210



MOORE SURVEYING & DESIGN, INC.
 1000 W. UNIVERSITY BLVD., SUITE 100
 TAMPA, FLORIDA 33606
 (813) 834-1111
 MOORE



BILL OF SALE
UTILITY IMPROVEMENTS
for
FOREST OAKS ESTATES

John Ruggeri, 815 S.R. 206 East, St. Augustine, FL 32086 (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is 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:

Parcel of land in the Antonio Canovas Grant, Section 48, Township 7 South, Range 29 East, St. Johns County-Florida

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights 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 Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 6th of Aug., 2008

WITNESS:

Peggy S. Sewell
Witness Signature

Peggy S. Sewell
Print Witness Name

OWNER:

[Signature]
Owner's Signature

John R. Ruggeri
Print Owner's Name

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me this 6th day of August, 2008, by John R. Ruggeri who is personally known to me or has produced _____ as identification.

Martha L. Londono
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Martha L. Londono
Commission # DD384243
Expires: JAN. 05, 2009
Bonded Thru Atlantic Bonding Co., Inc.



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: FOREST OAKS
 Contractor: G&H Underground
 Developer: _____

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" PVC DR 18	LF	520	\$ 29.71	\$ 15,450.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" Tapping Valve	Ea	1	\$ 3,500.00	\$ 3,500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" Muler Hydrant Assembly	Ea	1	\$ 3,750.00	\$ 3,750.00
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1" Poly	Ea	8	\$ 875.00	\$ 7,000.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
			Total Water System Cost	\$ 29,700.00



St. Johns County Utility Department
Asset Management
Schedule of Values

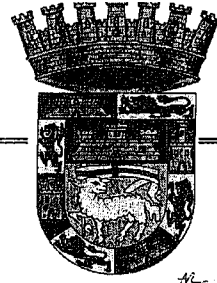
Project Name: FOREST OAKS
 Contractor: G&H Underground Construction, Inc.
 Developer: _____

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
2" Poly	LF	980	\$ 20.32	\$ 19,915.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
2" Gate Valve	Ea	9	\$ 525.00	\$ 4,725.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equioment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
			Total Sewer System Cost	\$ 24,640.00

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

INTEROFFICE MEMORANDUM

TO: NANETTE BRADBURY, REAL ESTATE COORDINATOR
FROM: VICKIE BATTELL, CONSTRUCTION TECH - DEVELOPMENT
THROUGH: ROBERT ZAMMATARO, CHIEF ENGINEER - DEVELOPMENT
SUBJECT: FOREST OAKS ESTATES
DATE: OCTOBER 23, 2008

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Forest Oaks Estates.

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.