

RESOLUTION NO. 2009- 117

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO THE NADER'S PEST RAIDERS OFFICE BUILDING LOCATED ON A1A NORTH IN PONTE VEDRA AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM.

RECITALS

WHEREAS, Randal P. Nader and Kimberly D. Nader have 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 Nader's Pest Raiders located on A1A North in Ponte Vedra; and

WHEREAS, Randal P. Nader has executed a Bill of Sale and schedule of values conveying all personal property associated with the water 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, or administrative 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 5th day of May, 2009.

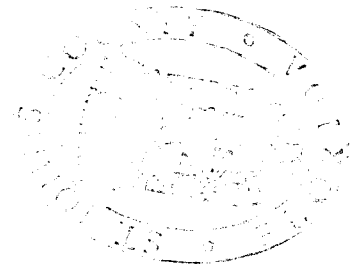
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 5/7/09



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4th day of February, 2009 by **RANDAL P. NADER AND KIMBERLY D. NADER**, with an address of 14689 Plumosa Drive, Jacksonville FL 32250, 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, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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. 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 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.

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:

Sheryll Washburne
Witness

By: Randal P. and Kimberly D. Nader
Its: blown

Sherryn Washburne
Print Name

Leslie A. Bell
Witness

Leslie A. Bell
Print Name

State of Florida
County of Duval

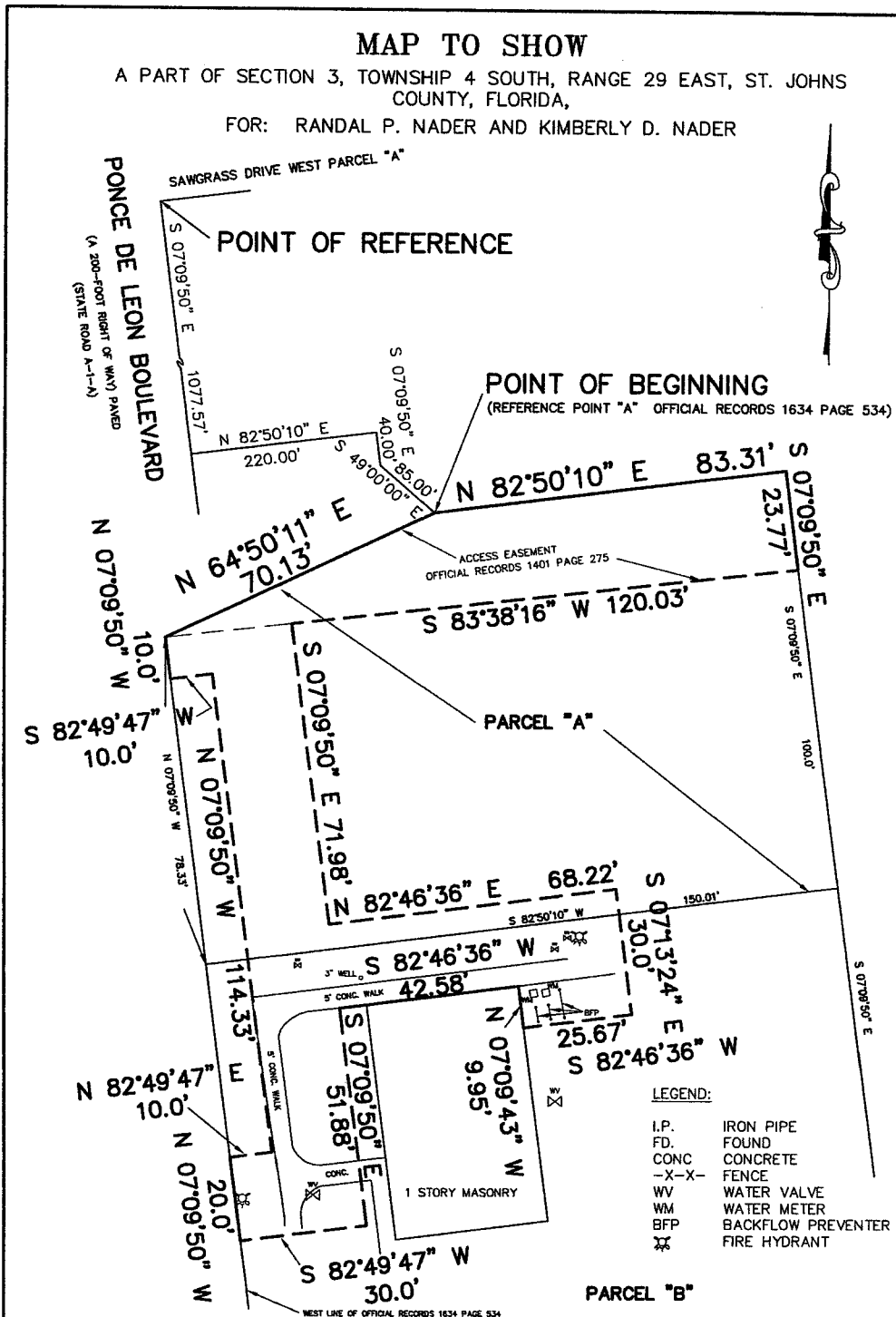
The foregoing instrument was acknowledged before me this 4th day of February, 2009 by Randal P. and Kimberly D. Nader who is personally known to me or has produced _____ as identification.

Valerie K. Knight
Notary Public
VALERIE K. KNIGHT
MY COMMISSION # DD 744151
EXPIRES: April 23, 2012
Bonded Thru Notary Public Underwriters

MAP TO SHOW

A PART OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA,

FOR: RANDAL P. NADER AND KIMBERLY D. NADER



NOTES:

1. THIS IS A MAP ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
2. SEE FRANK JONES & ASSOCIATES DRAWING NO. 1035-D FOR BOUNDARY SURVEY.
3. SEE SHEET 2 OF 2 FOR DESCRIPTION.
4. BEARINGS ARE BASED ON THE RIGHT OF WAY OF PONCE DE LEON BOULEVARD BEING S 7°09'50" E ASSUMED.

EXHIBIT "A"
SHEET 1 OF 2

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

Frank W. Jones, Jr.
FRANK W. JONES, JR.
FLORIDA REGISTERED LAND SURVEYOR NO: 2772
COPYRIGHT © ALL RIGHTS RESERVED

FRANK JONES & ASSOCIATES
LAND SURVEYORS AND LAND PLANNERS
LB 6465
6015 CHESTER CIRCLE
SUITE 203
JACKSONVILLE, FLORIDA 32217
TELEPHONE (904) 448-5424

MAP DATE: FEB. 17, 2009 SCALE: 1" = 30'
WORK ORDER NO. 09011-1 DRAWING: 3097-A

MAP TO SHOW


DESCRIPTION

A PART OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAWGRASS DRIVE WEST (PARCEL "A" AS SHOWN ON THE PLAT OF SAWGRASS UNIT ONE, AS RECORDED IN MAP BOOK 12, PAGES 3 THROUGH 18 OF THE PUBLIC RECORDS OF SAID COUNTY) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A, PONCE DE LEON BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 07°09'50" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A, A DISTANCE OF 1077.57 FEET; THENCE NORTH 82°50'10" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 07°09'50" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 49°00'00" EAST, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE NORTH 82°50'10" EAST, A DISTANCE OF 83.31 FEET; THENCE SOUTH 07°09'50" EAST, A DISTANCE OF 23.77 FEET; THENCE SOUTH 83°38'16" WEST A DISTANCE OF 120.03 FEET; THENCE SOUTH 7°10'13" EAST A DISTANCE OF 71.98 FEET; THENCE NORTH 82°46'36" EAST A DISTANCE OF 68.22 FEET; THENCE SOUTH 7°13'24" EAST A DISTANCE OF 30.0 FEET; THENCE SOUTH 82°46'36" WEST A DISTANCE OF 25.67 FEET TO THE FACE OF A ONE STORY MASONRY BUILDING; THENCE NORTH 7°09'43" WEST ALONG THE FACE OF SAID BUILDING A DISTANCE OF 9.95 FEET TO THE NORTHEAST CORNER OF SAID BUILDING; THENCE SOUTH 82°46'36" WEST ALONG THE NORTH FACE OF SAID BUILDING AND ITS WESTERLY PROLONGATION A DISTANCE OF 42.58 FEET; THENCE SOUTH 7°10'13" EAST A DISTANCE OF 51.88 FEET; THENCE SOUTH 82°49'47" WEST A DISTANCE OF 30.0 FEET TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS 1634 PAGE 534 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 7°09'50" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 20.0 FEET; THENCE NORTH 82°49'47" WEST A DISTANCE OF 10.0 FEET; THENCE NORTH 7°09'50" WEST A DISTANCE OF 114.33 FEET; THENCE SOUTH 82°49'47" WEST A DISTANCE OF 10.0 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS 1634 PAGE 534; THENCE NORTH 7°09'50" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 10.0 FEET; THENCE NORTH 64°50'11" EAST ALONG THE NORTHWESTERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS 1634 PAGE 534 A DISTANCE OF 70.13 FEET TO THE POINT OF BEGINNING.

FOR: RANDAL P. NADER AND KIMBERLY D. NADER

EXHIBIT "A"
SHEET 2 OF 2

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


FRANK W. JONES, JR.
FLORIDA REGISTERED LAND SURVEYOR NO: 2772
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FRANK JONES & ASSOCIATES

LAND SURVEYORS AND LAND PLANNERS

LB 6465

6015 CHESTER CIRCLE
SUITE 203

JACKSONVILLE, FLORIDA 32217
TELEPHONE (904) 448-5424

MAP DATE: FEB. 17, 2009 SCALE: 1" = 30'
WORK ORDER NO. 09011-1 DRAWING: 3097-A



BILL OF SALE
UTILITY IMPROVEMENTS
for

Nader's Pest Raiders

Randal P. Nader, with an address of 14689 Plumosa Drive, Jacksonville, FL 32250 (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:

Nader's Office Building - Section 3, Township 4S, Range 29E, St. Johns County, FL. Further described in Exhibit "A".

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 4 of March, 2009.

WITNESS:

Rafael A. Morla

Witness Signature

RAFAEL A. MORLA

Print Witness Name

OWNER:

Randal P. Nader

Owner's Signature

Randy Nader

Print Owner's Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 4th day of March, 2009 by Randal P. Nader who is personally known to me or has produced _____ as identification.

Valerie K. Knight
Notary Public
VALERIE K. KNIGHT
MY COMMISSION # DD 744151
EXPIRES: April 23, 2012
Bonded Thru Notary Public Underwriters



Exhibit "A" to Bill of Sale
St. Johns County Utility Department
 Asset Management
 Schedule of Values

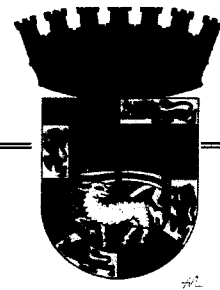
Project Name: Nader's Office Building
 Contractor: Braddock Construction Inc.
 Developer: Naders Pest Raiders

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" PVC DR18	LF	82	\$ 10.00	\$ 820.00
2" PVC SDR9	LF	26	\$ 7.00	\$ 182.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6" Wet Tap	Ea	1	\$ 2,400.00	\$ 2,400.00
6" Valves	Ea	2	\$ 1,000.00	\$ 2,000.00
2" Corp Stops	Ea	2	\$ 260.00	\$ 520.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant Assembly	Ea	1	\$ 3,900.00	\$ 3,900.00
			\$ -	\$ -
			\$ -	\$ -
Services (Size and Type)				
2" Water	Ea	2	\$ 190.00	\$ 380.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 10,202.00

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

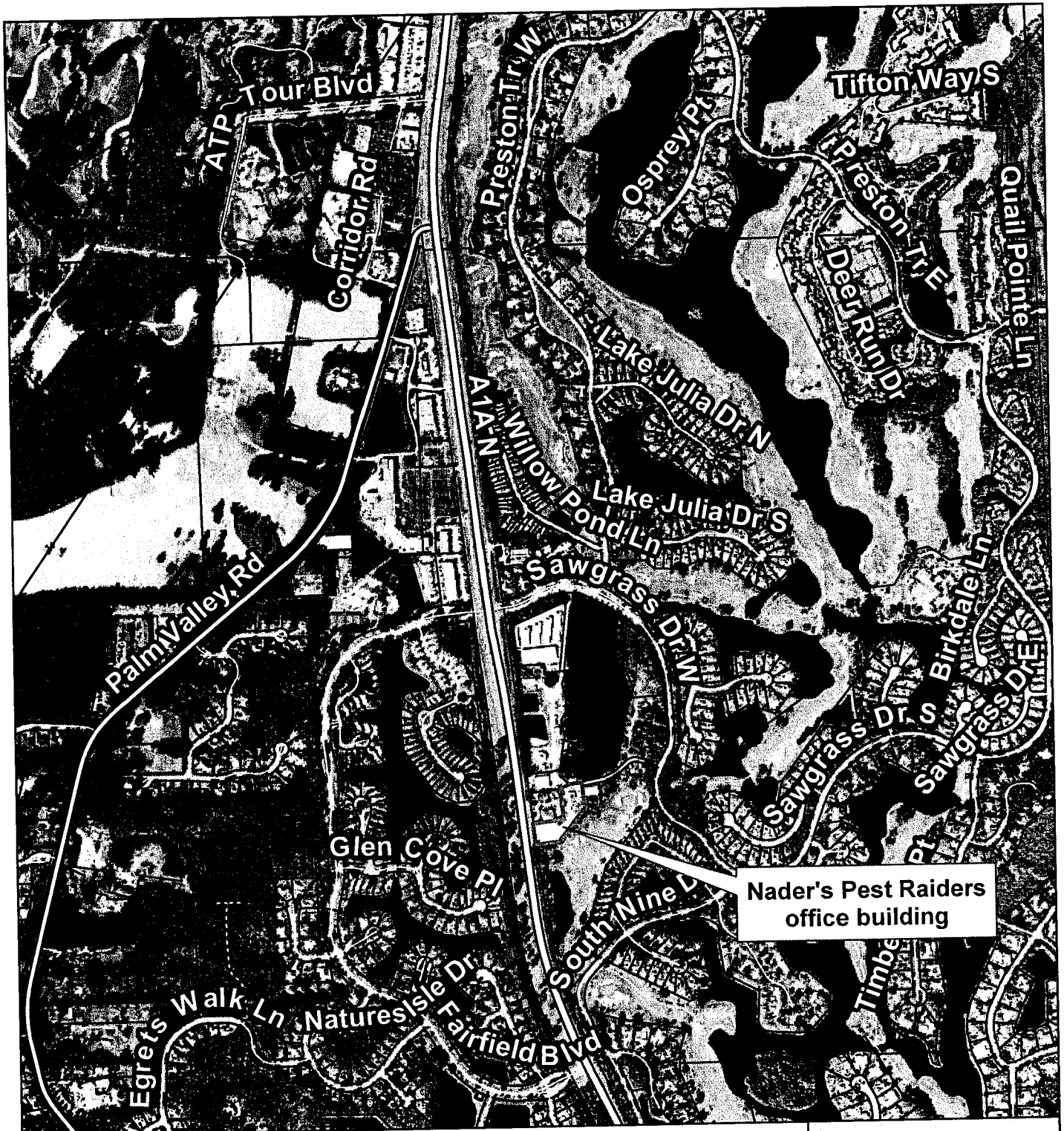
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Robert Zammataro, Chief Engineer - Development
SUBJECT: Nader's Pest Raiders
DATE: March 23, 2009

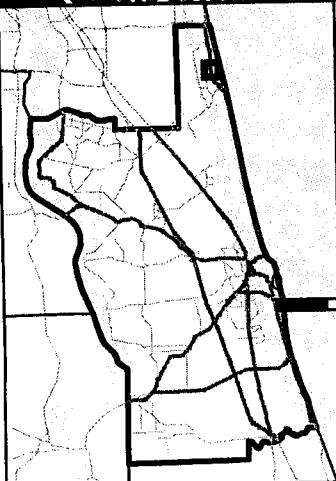
Please present the easement, Bill of Sale and Utility Construction Value documents to the Board of County Commissioners (BCC) for final approval and acceptance of Nader's Pest Raiders.

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.

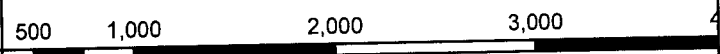
Your support and cooperation as always are greatly appreciated.



Nader's Pest Raiders
office building



Nader's Pest Raiders Easement for Utilities



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
April 3, 2009
(904) 209-0788

DISCLAIMER.
This map is for reference use
only. Data provided are derived
from multiple sources with
varying levels of accuracy.