

RESOLUTION NO. 2009- 123

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO SERVE THE SHOPPES OF MURABELLA LOCATED ON MURA BELLA PARKWAY AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM.

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 serve the Shoppes of Murabella located on Murabella Parkway. The Easement was recorded by the developer prior to being submitted to the County; and

WHEREAS, S/Palm Lakes PUB, Ltd., has executed a Bill of Sale and presented a 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 file the original Easement for Utilities and 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

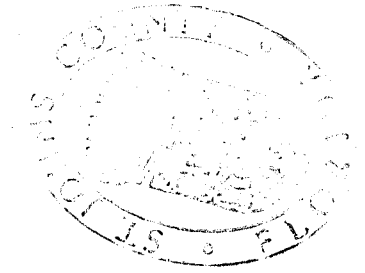


Exhibit "A" to Resolution

6
JAW
Prepared by and return to:
James B. Porter, Esq.
Fowler White Boggs P.A.
50 North Laura St., Suite 2200
Jacksonville, FL 32202
→
(EAW)

Public Records of
St. Johns County, FL
Clerk # 2009015245,
O.R. 3178 PG 1062-1067
03/31/2009 at 11:19 AM,
REC. \$25.00 SUR. \$27.50
Doc. D \$.70

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 31 day of December, 2008, by S/PALM LAKES PUB, LTD., a Florida limited partnership, with an address of 6675 Corporate Center Parkway, Suite 100, 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 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 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 inure 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.

Witnesses:

Jennifer Cites

Name: Jennifer Cites

MARKER CONN

Name: MARKER CONN

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

By: HP/Palm Lakes Pub, Inc., a Florida corporation,
Its Managing General Partner

By: Jeffrey A. Conn
President

ADDRESS:

6675 Corporate Center Pkwy, Suite 100
Jacksonville, Florida 32216

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 31 day of December, 2008, by Jeffrey A. Conn, President of HP/Palm Lakes Pub, Inc., a Florida corporation, on behalf of the corporation as Managing General Partner of S/PALM LAKES PUB, 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.

STEPHANIE BLACK
Notary Public, State of Florida
My Comm. Expires March 25, 2011
Comm. No. DD 654984

Stephanie Black
Notary Public, State of Florida
Printed Name: Stephanie Black
Commission No. DD 654984
My Commission Expires: 3/25/11

SKETCH OF DESCRIPTION

**THIS IS NOT A SURVEY
PROPOSED 10' SJCUD EASEMENT**

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 831.59 feet, said point being a point of curvature of a curve concave southwesterly having a radius of 25.00 feet and a central angle of 97°09'27", thence run southerly along the arc of said curve and the westerly right-of-way of Murabella Parkway a distance of 42.39 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South 32°36'01" East, 37.49 feet; thence run southerly along the arc of said curve having a radius of 570.00 feet and a central angle of 04°45'42" for a distance of 47.37 feet to a point of tangency, said arc being subtended by a chord bearing and distance of South 18°21'34" West, 47.36 feet; thence run South 20°44'25" West for a distance of 503.17 feet to the Point of Beginning; thence run South 20°44'25" West continuing along said right-of-way line for a distance of 10.00 feet; thence departing said line run North 69°15'35" West for a distance of 5.69 feet; thence run 5.69 feet west of and parallel to the westerly right-of-way line of Murabella Parkway, North 20°44'25" East for a distance of 10.00 feet; thence run South 69°15'35" East for a distance of 5.69 feet to the aforementioned westerly right-of-way line of Murabella Parkway and the Point of Beginning.

Containing 56.90 Square feet.

LEGEND:

- R/W - RIGHT OF WAY
- ORB - OFFICIAL RECORDS BOOK
- PG - PAGE
- CHB - CHORD BEARING
- CH - CHORD
- Δ - DELTA ANGLE
- L - LENGTH
- R - RADIUS
- N.T.S. - NOT TO SCALE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- SJCUD - ST. JOHNS COUNTY UTILITY DEPARTMENT

NOTES:

1. "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER."
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATA, BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 16 AS BEING SOUTH 81°10'44" EAST.
4. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY.
6. 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".

12-10-08



Engineers
Architects
Surveyors
Planners
Landscape Architects
Environmental Scientists
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Design / Build

The Concourse III
5200 Belfort Road
Suite 220
Jacksonville, FL 32256
Phone 904 332-0999
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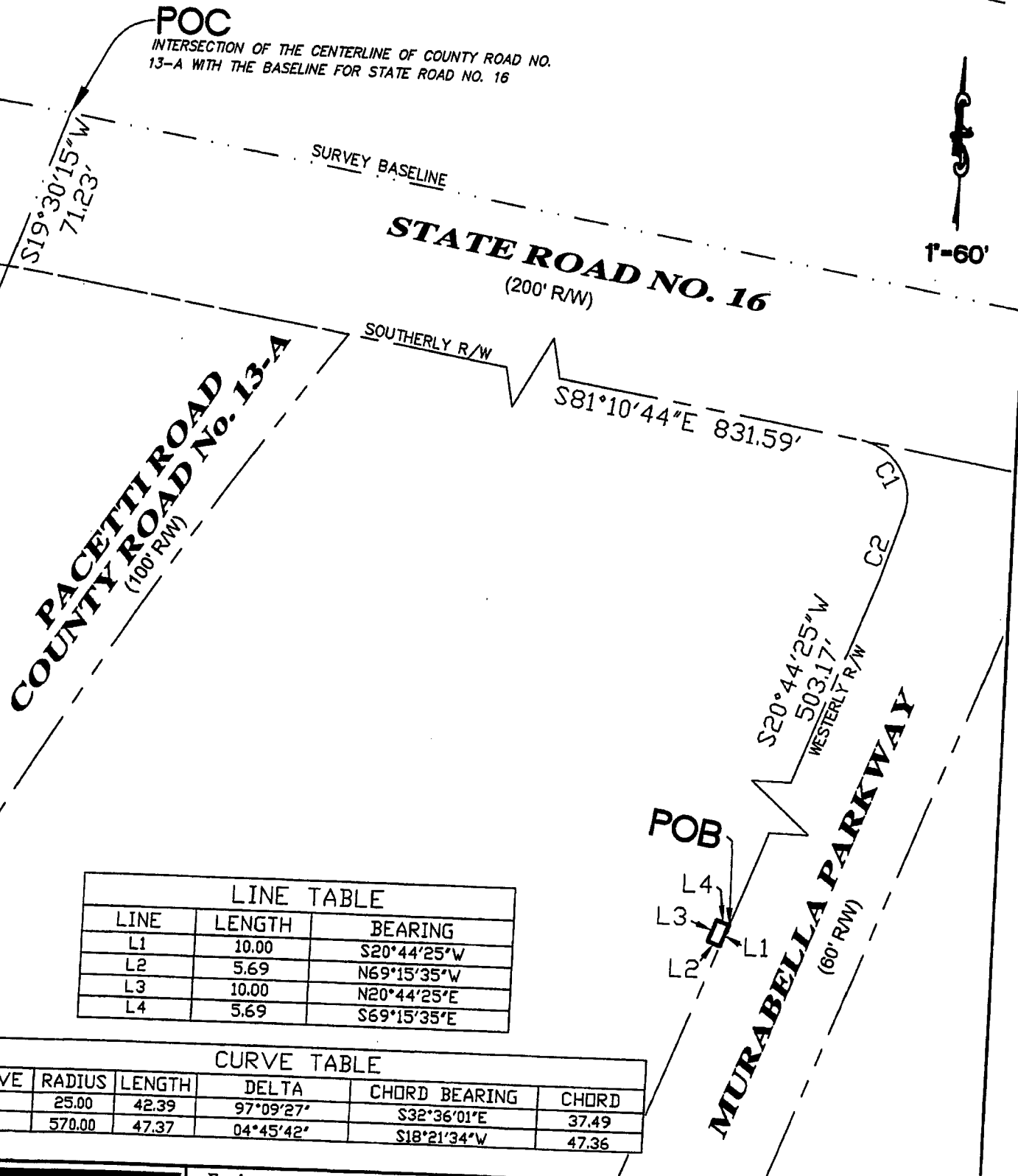
SKETCH OF DESCRIPTION
**MURABELLA
PROPOSED 10' SJCUD
EASEMENT**
ST. JOHNS COUNTY, FLORIDA

PAGE
1 OF 2
H7304

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY
PROPOSED 10' SJUD EASEMENT

POC
INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 13-A WITH THE BASELINE FOR STATE ROAD NO. 16



LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	S20°44'25"W
L2	5.69	N69°15'35"W
L3	10.00	N20°44'25"E
L4	5.69	S69°15'35"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00	42.39	97°09'27"	S32°36'01"E	37.49
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Phone 904 332-0999
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SKETCH OF DESCRIPTION
MURABELLA
PROPOSED 10' SJUD
EASEMENT
ST. JOHNS COUNTY, FLORIDA

PAGE
2 OF 2
H7304

Exhibit "B" to Resolution

PREPARED BY AND RETURN TO:

James B. Porter, Esq.
Fowler White Boggs P.A.
50 North Laura St., Suite 2200
Jacksonville, FL 32202

BILL OF SALE

S/PALM LAKES PUB, LTD, a Florida limited partnership (collectively the "Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration received from **ST. JOHNS COUNTY FLORIDA**, a political subdivision of the State of Florida (the "Grantee"), hereby on this 31 day of January, 2009 conveys, grants and transfers to the Grantee the personal property described as:


All underground utility improvements located in that certain Proposed 10' SJCUD Easement more particularly depicted and described in the attached Exhibit A and made a part hereof, and existing Turin Terrace 62.5' non-exclusive easement and utility easement;

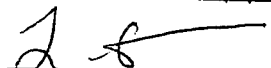
and warrants that said personal property is free of all encumbrances; that good title and right to sell such personal property are vested in the Grantor; and that the Grantor will defend the title against the lawful claims of all persons.

Grantee, by the acceptance of this Bill of Sale, hereby assumes all responsibility for the maintenance and repair of the above described lines, facilities and equipment and to hold Grantor harmless in connection therewith.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Bill of Sale.

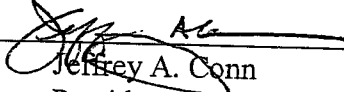
Witnesses:


Name: Jennifer Cites


Name: MARK CONN

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

By: HP/Palm Lakes Pub, Inc., a Florida corporation,
Its Managing General Partner

By: 
Jeffrey A. Conn
President


ADDRESS:

6675 Corporate Center Parkway, Suite 100
Jacksonville, Florida 32216

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 29 day of ~~December~~ ^{January 2009} 2008, by Jeffrey A. Conn, President of HP/Palm Lakes Pub, Inc., a Florida corporation, on behalf of the corporation as Managing General Partner of **S/PALM LAKES PUB, 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.

STEPHANIE BLACK
Notary Public, State of Florida
My Comm. Expires March 25, 2011
Comm. No. DD 654984


Notary Public, State of Florida
Printed Name: Stephanie Black
Commission No. DD 654984
My Commission Expires: 3/25/11

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For the Firm By:

Arthur A. Mastronicola Jr., P.S.M.
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SKETCH OF DESCRIPTION

MURABELLA
PROPOSED 10' SJCUD
EASEMENT
ST. JOHNS COUNTY, FLORIDA

Certificate of Authorization No. LB7143

PAGE
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H7304

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SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY
PROPOSED 10' SJUD EASEMENT

POC

INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 13-A WITH THE BASELINE FOR STATE ROAD NO. 16



1"=60'

SURVEY BASELINE

STATE ROAD NO. 16
(200' R/W)

PACETTI ROAD
COUNTY ROAD No. 13-A
(100' R/W)

SOUTHERLY R/W

S81°10'44"E 831.59'

S20°44'25"W
503.17'
WESTERLY R/W

POB

L4
L3
L2
L1

MURABELLA PARKWAY
(60' R/W)

LINE TABLE

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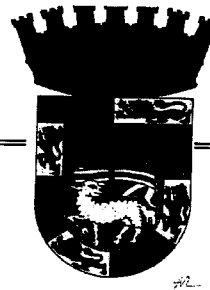
Certificate of Authorization No. LB7143

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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

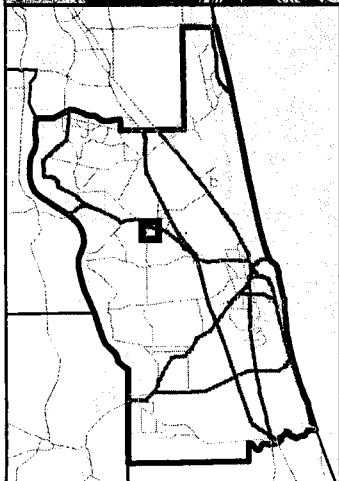
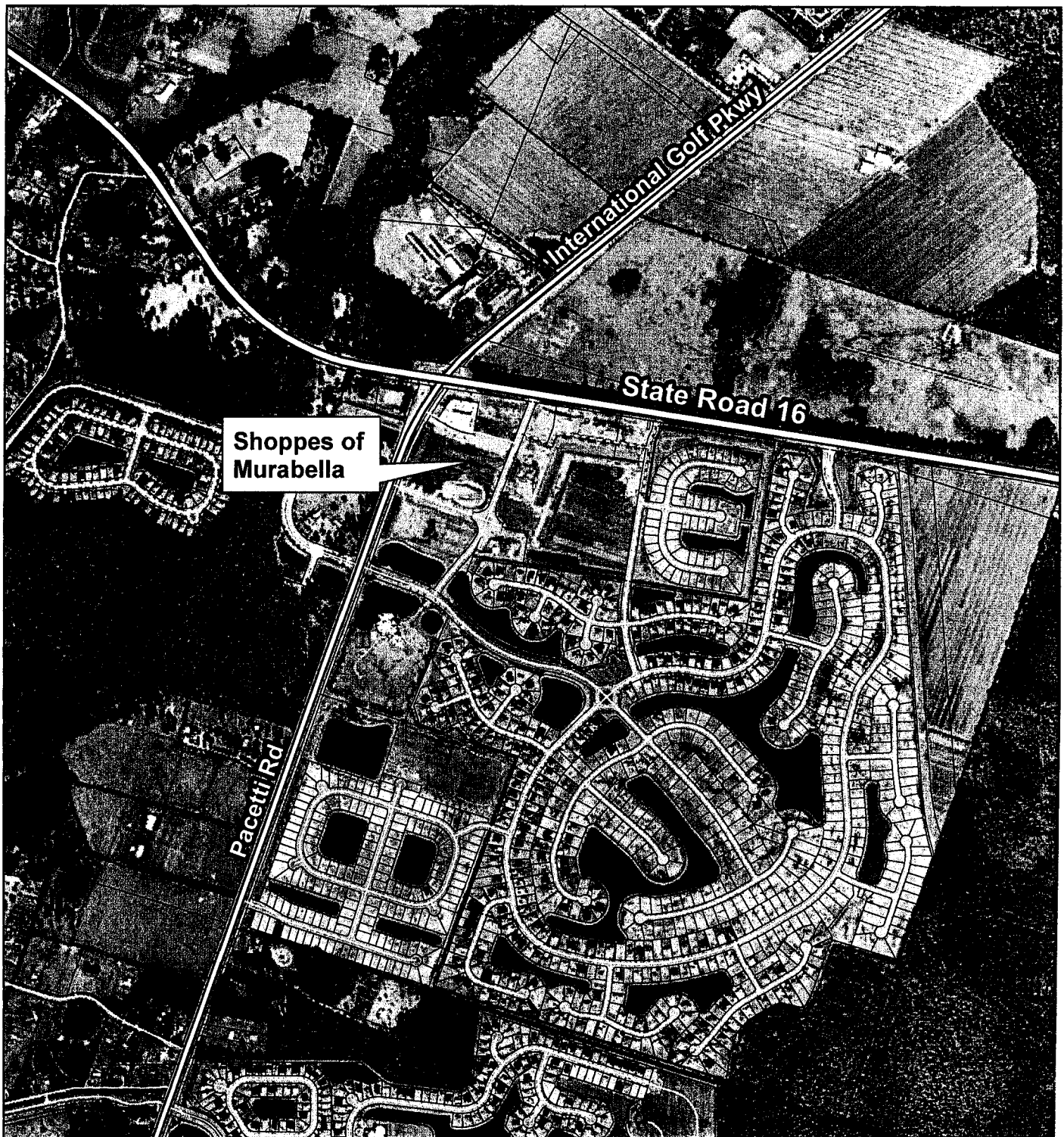
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Robert Zammataro, Chief Engineer - Development
SUBJECT: Shoppes at Murabella Phase II
DATE: April 13, 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 Shoppes at Murabella 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.



Shoppes of Murabella Easement for Utilities

0 430 860 1,720 2,580 3,440 Feet

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
April 13, 2009
(904) 209-0788



2008 Aerial Imagery

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