

RESOLUTION NO. 2009- 272

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO ESPANITA SUBDIVISION LOCATED OFF OF A1A SOUTH IN THE CRESCENT BEACH AREA AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, Espanita, LLC, a Florida limited liability company 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 Espanita Subdivision located off of A1A South; and

WHEREAS, Espanita, LLC, 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, scrivener's 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 6th day of October, 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 10/8/09

Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and give this 15 day of MARCH, 2004, by **ESPANITA, L.L.C.**, a Florida limited liability company, with an address of 4729 U.S. Highway 17, Suite 204, Orange Park, Florida 32003, 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 (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 and right to install other utilities such as cable televisions service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances, including but not limited to, those set forth on Exhibit "B" attached hereto and to the following:

(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 to 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 relation 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.

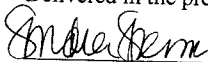
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, 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 or liability for damage caused to improvements 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.

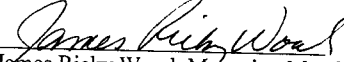
5. For the purposes of the terms and conditions of this grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

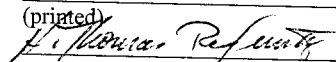
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and
Delivered in the presence of:


Sandra Spencer

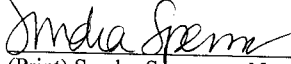
ESPANITA, L.L.C., a Florida
limited liability company

By: 
James Ricky Wood, Managing Member

(printed)

H. Thomas Rodgers, Esq.
(printed)

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 15 day of March, 2004, by James Ricky Wood, Managing Member of ESPANITA, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me and did not take an oath.


(Print) Sandra Spencer, Notary Public
My Commission expires: 6/4/2007
Commission Number: DD0197586

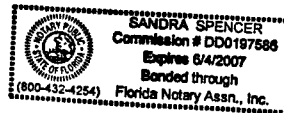


EXHIBIT "A" to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives, all areas designated "utility easement areas", all within the plat of **ESPANITA**, recorded in Map Book 47, pages 1 through 5, of the public records of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways within the areas designated "utility easement areas".

Exhibit "B" to Resolution

BILL OF SALE

THAT ESPANITA, LLC, a Florida limited liability company conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable considerations to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, the extension to the Utility System (constructed by the party of the first part) and the complete water and/or wastewater system located on the real property described in Exhibit "A" attached hereto (being hereinafter collectively referred to as the Extension").

Party of the first part hereby warrants and represents that it has all the requisite right and authority to make this conveyance, and that the Extension is free from all liens and other encumbrances, and that contractors, subcontractors and material men furnishing labor or materials relative to the construction of the Extension have been paid in full, but except for the foregoing warranties or other expressed warranties given in writing, party of the first part makes no representation or warranties whatsoever, express or implied, and this conveyance as is.

TO HAVE AND TO HOLD the same unto the party of the second party, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name the day and year first above written.

Signed, Sealed and
Delivered in the presence of:

Sandra Spencer

Sandra Spencer

(printed)

H. Thomas Rodgers, Jr.

H. Thomas Rodgers, Jr.

(printed)

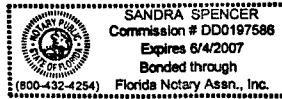
STATE OF FLORIDA
COUNTY OF CLAY

ESPANITA, L.L.C., a Florida
limited liability company

By: James Ricky Wood
James Ricky Wood, Managing Member

The foregoing instrument was acknowledged before me this 15 day of March, 2004, by James Ricky Wood, Managing Member of ESPANITA, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me and did not take an oath.

Sandra Spencer
(Print) Sandra Spencer, Notary Public
My Commission expires: 6/4/2007
Commission Number: DD0197586



ESPANITA
Schedule of Values for Acceptance

Water Distribution Systems

Mains, Account No. 343

700	lf	8" PVC (DR 25)	\$	19,200.00
680	lf	6" PVC (DR 25)	\$	10,200.00
340	lf	4" PVC (DR 25)	\$	3,910.00
280	lf	2" PVC (Schedule 40)	\$	2,380.00

Valves, Account No. 343

3	each	6" Gate Valve	\$	10,010.00
4	each	4" Gate Valve	\$	2,400.00

Hydrants, Account No. 348

2	each	Fire Hydrants	\$	4,400.00
2	each	Flushing Hydrants	\$	800.00

Services, Account No. 245

24	each	Services	\$	11,100.00
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SUB-TOTAL WATER DISTRIBUTION SYSTEM \$ 64,400.00

Sanitary Sewer Collection System

Mains, Account No. 411

1,157	lf	8" PVC (SDR 26)	\$	16,504.00
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Manholes, Account No. 411

6	each	"A" Manhole	\$	55,716.00
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Services, Account No. 411

24	each	Services	\$	11,280.00
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SUB-TOTAL SANITARY SEWER COLLECTION SYSTEM \$ 83,500.00

Upgrade to Lift Station \$ 135,200.00

Force Main \$ 18,300.00

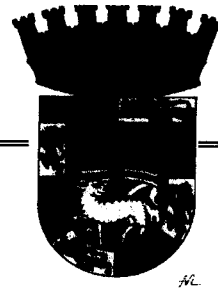
TOTAL WATER/SEWER ESPANITA: \$ 301,400.00

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*



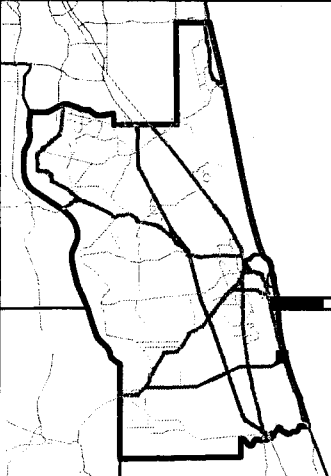
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Robert Zammataro, Chief Engineer - Development
SUBJECT: Espanita
DATE: August 31, 2009

Please present the Easement, Schedule of Values, and the Bill of Sale to the Board of County Commissioners (BCC) for final approval and acceptance of Espanita.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution and a recorded copy for the utilities for our files.

Your support and cooperation as always are greatly appreciated.



Easement for Utilities

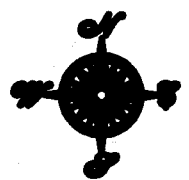
Espanita Subdivision

220 440 880 1,320

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
September 2, 2009
(904) 209-0788



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