

RESOLUTION NO. 2009- 301

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

**RECITALS**

**WHEREAS**, Hartwick Land Corporation, 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 serve Turtle Crossing Subdivision; and

**WHEREAS**, Hartwick has also executed a Bill of Sale and provided a 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 scrivener, 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 20<sup>th</sup> 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 10/22/09



## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 20 day of July, 2000 by **HARTWICK LAND CORPORATION**, a Florida corporation, with an address of 390 Smugglers Way, St. Augustine Florida, 32080, 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 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 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.

(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 anytime 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 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 any other surface improvements or structures. Grantor or Grantors 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, to the extent permitted by law. *MA*

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 :

Karen B. Kelly  
Print: Karen B. Kelly

Dawn Lange  
Print: Dawn Lange

Grantor Signature Block:

Hartwick Land Corp  
By: Peter Hartwick

State of Florida }  
                          }SS  
County of St. Johns

The foregoing instrument was acknowledged before me this 20 day of July, 2000, by Peter Hartwick, as president of Hartwick Land Corp, on behalf of the \_\_\_\_\_.

Dawn Lange  
Print name Dawn M. Lange  
Notary Public  
State of Florida at Large  
Commission # CC 592032  
Produced ID (type of ID): DL H632-1446-49-362-0



EXHIBIT "A" to Easement

EASEMENT AREA

The easement area granted by this document shall include all project roads and drives in recorded right of way and all areas designated "utility easement areas" all within the plat of Turtle Crossing, recorded in Map Book 36 pages 61 through 64 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".

**Bill of Sale**

THAT Hartwick Land Corporation, a Florida corporation 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 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 materialmen 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.

WITNESSES:

HARTWICK LAND CORPORATION  
a Florida Corporation

Tom Kucharzyle

By: Peter F. Hartwick, President

Signed: Peter F. Hartwick  
Peter F. Hartwick, President

State Of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 20 day of July, 2000, by Peter F. Hartwick, President of Hartwick Land Corporation, a Florida Corporation. He has produced ID: DL - H632-666-49-362-0

Dawn M. Lange Notary Public  
Dawn M. Lange



V.J. USINA CONTRACTING  
 SCHEDULE of VALUES  
 BILL of SALE  
 TURTLE CROSSING

	Quantity	Unit	Unit Cost	Total Cost	Total Installed	Installed Value
Furnish & Install Water Distribution						
DR 25 8"PVC	2700	If	9.67	26109	26109	\$26,109.00
DR 25 6"PVC						
DR 25 4"PVC						
RPBFP						
8" Gate/Valve/Box	10	ea	575	5750	5750	\$5,750.00
6" Gate/Valve/Box	4	ea	1377	5508	5508	\$5,508.00
Fire Hydrant	26	ea	531	13806	16806	\$13,806.00
Services						
Total Water					\$51,173.00	\$51,173.00
Sanitary Sewer						
Type A Manhole	13	ea	1602.53	20,833.00	20,833.00	\$20,833.00
8" SDR 26						
8" SDR 35	2732	If	17	46,444.00	46,444.00	\$46,444.00
6" Service Pipe	1720	If	11	18,920.00	18920	\$18,920.00
Total Sewer					\$86,197.00	\$86,197.00
Lift Station/Force Main						
Lift Station	1	ls	\$58,962.00	\$58,959.00	\$58,959.00	\$58,959.00
Force Main / 6" DR 25	1890	If	11.39	\$21,527.10	\$21,527.10	\$21,527.10
Gate Valves						
Air Release						
Total Lift Station/Force Main					\$80,486.10	\$80,486.10

Exhibit "A" to Bill of Sale



## St. Johns County Board of County Commissioners

Utility Department


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### INTEROFFICE MEMORANDUM

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TO: Nanette Bradbury, Real Estate Coordinator  
FROM:  Melissa Caraway, Utility Review Coordinator  
SUBJECT: Turtle Crossing  
DATE: September 14, 2009

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

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.