

RESOLUTION NO. 2010- 8

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE, AN EASEMENT FOR ACCESS TO SHORES VILLAGE AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM.

RECITALS

WHEREAS, Shores Village Retail Investors, LLC, a North Carolina 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 service to serve Shores Village located off U.S. 1 South; and

WHEREAS, Shores Village Retail Investors, LLC, has also 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, Shores Commercial Owners' Association, Inc., a Florida not-for-profit corporation, has executed and presented an Easement for Access to Shores Village, attached hereto as Exhibit "C", 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 "D", 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, Easement for Access and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

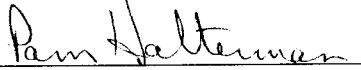
Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and Easement for Access and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 19th day of January, 2010.

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

By: 
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 1/20/10

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of November, 2009 by **SHORES VILLAGE RETAIL INVESTORS, LLC**, a North Carolina limited liability company, with an address of 3735 Beam Road, Suite B, Charlotte, NC 28217, 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 County-owned water meters 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 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 the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.

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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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.

SHORES VILLAGE RETAIL INVESTORS, LLC

Signed, sealed and delivered
In the presence of:

By: JDH Capital, LLC, its Manager

[Signature]
Witness

By: [Signature]
Name: William L Allen
Its: Manager

Brendan McGinn
Print Name

[Signature]
Witness

Angela Fuceman
Print Name

STATE OF NORTH CAROLINA

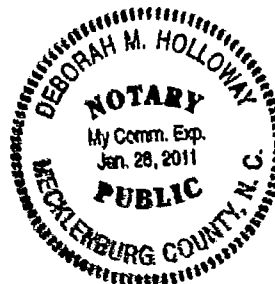
COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County and State aforesaid, certify that William L Allen, personally known to me to be Manager of JDH Capital, LLC, a North Carolina limited liability company, which is the Manager of SHORES VILLAGE RETAIL INVESTORS, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal, this 20 day of November, 2009.

[Signature]
Notary Public
Print Notary Name: Deborah M Holloway

My Commission Expires: 1/28/2011





BILL OF SALE
UTILITY IMPROVEMENTS
for
SHORES COMMERCIAL

Shores Village Retail Investors, LLC – 3735 Beam Road, Suite B, Charlotte, North Carolina 28217, (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:

See attached Schedule of Values and Final Release of Lien

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 4th of December, 2009.

WITNESS:

St. S. McKeithan
Witness Signature

Stacey S. McKeithan
Print Witness Name

OWNER:

William L. Allen
Owner's Signature

William L. Allen, Member/Manager
Print Owner's Name

State of North Carolina
County of Mecklenberg

The foregoing instrument was acknowledged before me this 4th day of December, 2009, by William L. Allen, Member/Manager of Shores Village Retail Investors, LLC who is personally known to me.

Lori M. Montero
Lori M. Montero
Notary Public
NOTARY PUBLIC
UNION COUNTY, N. C.
MY COMMISSION
JULY 8, 2014
EXPIRES



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: US1 South @ Blackford Way Shores Commercial Food Lion
 Contractor: VJ Usina Contracting
 Developer: JDH Capital

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" DR11 HDPE directional drill	LF	170	\$ 60.00	\$ 10,200.00
8" PVC DR-18	LF	48	\$ 33.95	\$ 1,629.68
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" Gate Valve	Ea	2	\$ 1,186.00	\$ 2,372.00
Air Release Valve with Manhole	Ea	1	\$ 7,605.00	\$ 7,605.00
8"x12" Service Saddle	Ea	1	\$ 527.00	\$ 527.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 22,333.68

EASEMENT FOR ACCESS

THIS EASEMENT executed and given this 20th day of November, 2009 by **SHORES COMMERCIAL OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, with an address of 3735 Beam Road, Suite B, Charlotte, NC 28217, 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 for the ingress and egress area noted on the attached, and incorporated Exhibit A (Ingress/Egress Area). 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 ingress/egress 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 the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee.

(b) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request. At Grantor's

request, 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.

(c) 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. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

3. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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.

SHORES COMMERCIAL OWNERS' ASSOCIATION, INC.

Signed, sealed and delivered
In the presence of:

By: *William L. Allen*
William L. Allen, President

[Signature]
Witness

DRENDAN McGINN
Print Name

[Signature]
Witness

ANGELA FREEMAN
Print Name

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person, being personally known to me, personally appeared before me this day acknowledging to me that he or she signed the foregoing document:
WILLIAM L. ALLEN

Witness my hand and official stamp or seal, this 20 day of November, 2009.



Deborah M Holloway
Notary Public
Deborah M Holloway
Printed or typed Notary Public Name
My Commission Expires: 1/28/2011



St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Shores Village
DATE: December 16, 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 Shores Village.

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.