

RESOLUTION NO. 2011- 71

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO COQUINA CROSSING PHASE TWO LOCATED OFF STATE ROAD 207 AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, MHC Coquina Crossing, LLC, a Delaware 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 Coquina Crossing Phase Two located off State Road 207; and

WHEREAS, MHC Coquina Crossing, 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 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:

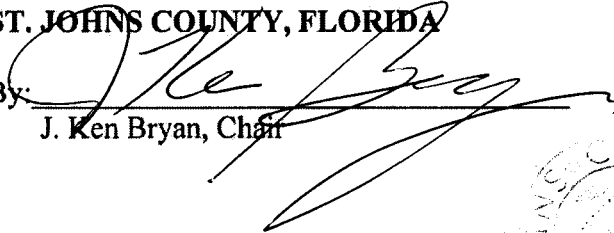
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

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.

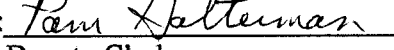
Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

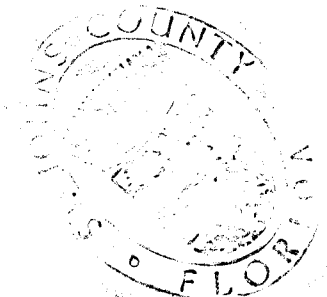
PASSED AND ADOPTED this 5th day of April, 2011.

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

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 4/8/11

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 25th day of February, 2011 by **MHC COQUINA CROSSING, LLC**, a Delaware Limited Liability Company, with an address of Two North Riverside Plaza, Suite 800, Chicago IL 60606, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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, gravity sewer collection system & sewer force mains 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 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 and/or sewer 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.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - 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.

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:

MHC COQUINA CROSSING, LLC

Liisa M. Leers
Witness

By: *Walter Jaccard*
Its: *Vice President - Legal*

Liisa M. Leers
Print Name

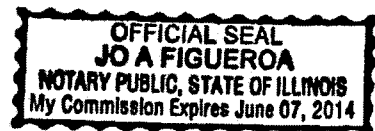
Mary Jo Kucura
Witness

Mary Jo Kucura
Print Name

State of ILLINOIS
County of COOK

The foregoing instrument was acknowledged before me this 25th day of FEBRUARY, 2011, by WALTER JACCARD who is personally known to me or has produced _____ as identification.

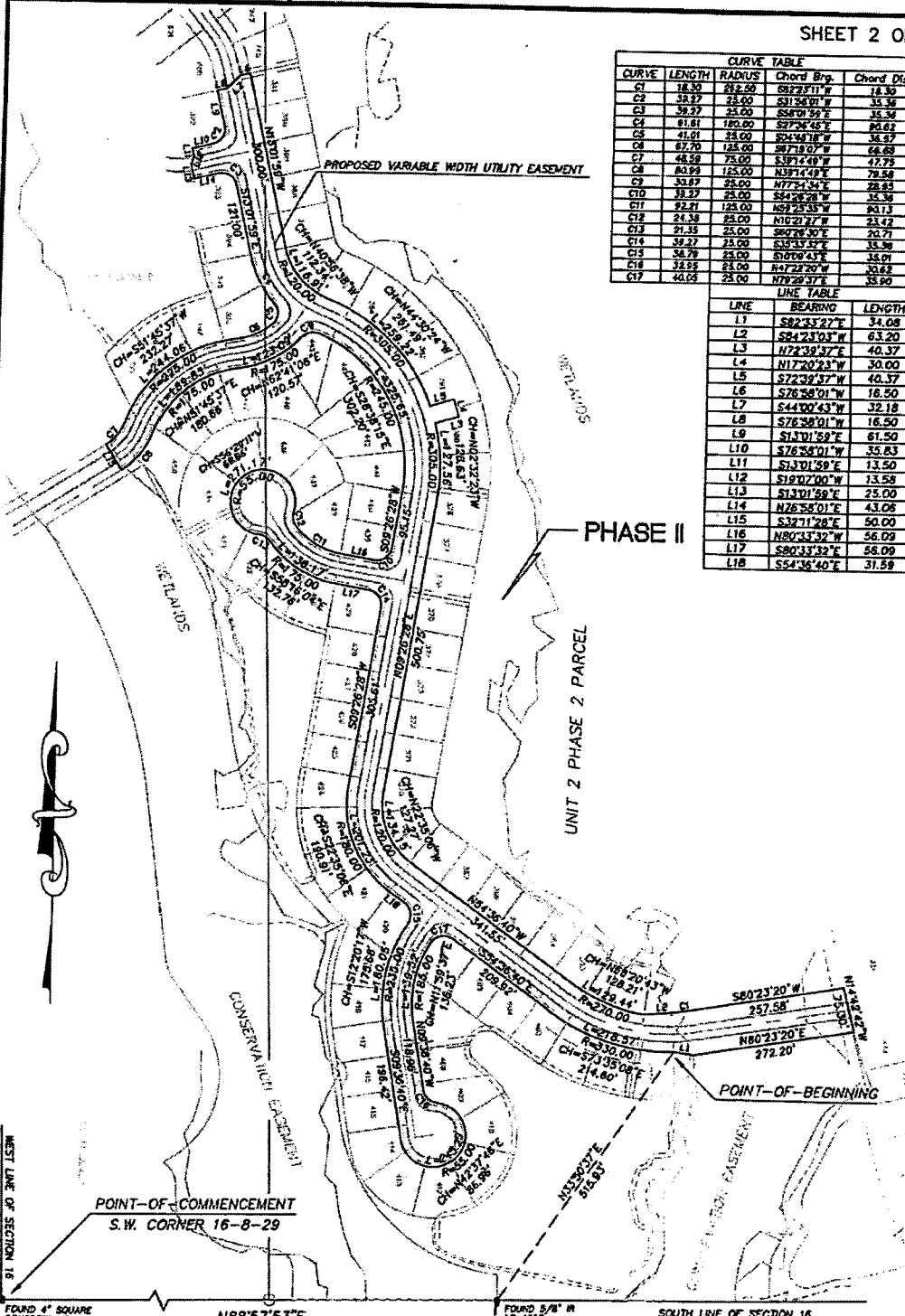
Jo A. Figueroa
Notary Public





MAP SHOWING A SKETCH OF:
PROPOSED VARIABLE WIDTH UTILITY EASEMENT
 LYING IN A PART OF THE WEST 1/2 OF SECTION 16,
 TOWNSHIP 8 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA

SHEET 2 OF 2



CURVE TABLE				
CURVE	LENGTH	RADIUS	Chord Brg.	Chord Dist.
C1	18.30	252.50	S82°23'11"W	18.30
C2	32.57	25.00	S31°56'01"W	35.36
C3	36.57	25.00	S58°01'59"E	35.36
C4	41.61	160.00	S27°20'45"E	22.43
C5	41.61	25.00	S24°54'18"W	36.57
C6	67.70	125.00	S67°18'07"W	66.69
C7	48.29	75.00	S39°14'49"E	47.75
C8	62.69	125.00	N39°14'49"E	79.54
C9	53.67	25.00	N77°24'54"E	28.85
C10	38.27	25.00	S54°38'28"W	35.36
C11	92.47	125.00	N29°25'35"W	90.13
C12	24.38	25.00	N10°21'27"E	23.42
C13	21.35	25.00	S69°04'30"E	20.71
C14	39.27	25.00	S35°33'27"E	35.36
C15	56.79	25.00	S10°09'43"E	54.91
C16	34.83	25.00	N47°22'20"W	30.62
C17	40.02	25.00	N79°29'37"E	35.90

LINE TABLE		
LINE	BEARING	LENGTH
L1	S82°23'27"E	34.08
L2	S84°23'03"W	63.20
L3	N72°39'37"E	40.37
L4	N17°20'23"W	30.00
L5	S72°32'37"W	40.37
L6	S76°58'01"W	16.50
L7	S44°00'43"W	32.18
L8	S76°58'01"W	16.50
L9	S13°01'59"E	61.50
L10	S76°58'01"W	35.83
L11	S13°01'59"E	13.50
L12	S19°07'00"W	13.58
L13	S13°01'59"E	25.00
L14	N26°58'01"E	43.06
L15	S32°11'28"E	50.00
L16	N80°33'32"W	56.09
L17	S80°33'32"E	56.09
L18	S54°36'40"E	31.58

WEST LINE OF SECTION 16

POINT-OF-COMMENCEMENT
S.W. CORNER 16-8-29

FOUND 4" SQUARE CONCRETE MONUMENT NO IDENTIFICATION

N88°57'53"E
1314.13'

POINT-OF-BEGINNING

FOUND 5/8" IR LB 4958 NO ID.

SOUTH LINE OF SECTION 16

CONSERVATION EASEMENT

UNIT 2 PHASE 2 PARCEL

PROPOSED VARIABLE WIDTH UTILITY EASEMENT

PHASE II

THIS IS NOT A BOUNDARY SURVEY
 THIS IS A SKETCH OF A LEGAL DESCRIPTION

JOB NO. 5898	DATE 3/23/04
DATE OF SURVEY N/A	DRAFTER JAP
FIELD BOOK N/A	SCALE 1" = 200'

NOT VALID UNLESS SURVEYOR'S OFFICIAL SEAL IS EMBOSSED HEREON

5898_rec-plot.dwg 3-24-04 4:458 pm EST

BILL OF SALE
UTILITY IMPROVEMENTS
FOR COQUINA CROSSING PUD
PHASE II
Page 1

RECEIVED

MAY 24 2005

SJCUD

MHC Coquina Crossing, LLC, located in Elkton, Florida 32033, for and in consideration of the sum of ten and No/100 Dollars (\$10.00) 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:

The personal property, fixtures and equipment comprising the Coquina Crossing Phase II sewage collection/transmission and potable water distribution systems, (the "Improvements"), for improvements within the project. All of the improvements are included on the approved construction plan drawings (Sheets C-6, C-7, C-11, C-12, C-13), prepared by Eisman & Russo, Inc., titled "Coquina Crossing Phase Two" marked "Approved" by St. Johns County on July 28, 2003 (the "Plan"). All of the Improvements are lying within the rights-of-way of Coquina Crossing Drive, Americo Lane, Basco Court and Marbella Circle and including the pump station site located between Lot 380 and Lot 381, a part of Coquina Crossing PUD, recorded in Map Book 1811 Pages 11 through 32 of the public records of St. Johns County, Florida. Said personal property, fixtures and equipment being more particularly described on Exhibit A (the Plans) and Exhibit B (Schedule of Values).

MHC Coquina Crossing, LLC does for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property, that the personal property is free of all encumbrances; that it has good right 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 THEREOF, MHC Coquina Crossing, LLC has caused this instrument to be duly executed and delivered by its duly authorized officer on this 19th day of May, 2005.

MHC COQUINA CROSSING, LLC

By: David W. Fell
Title: Vice President

Print: David W. Fell

WITNESS

Jennifer Usher
Title:
Print: Jennifer Usher

BILL OF SALE
UTILITY IMPROVEMENTS
FOR COQUINA CROSSING PUD
PHASE II
Page 2

STATE OF ILLINOIS

COUNTY OF COOK

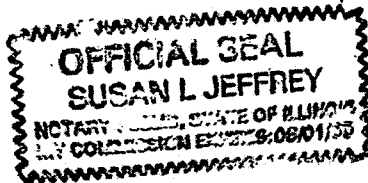
BEFORE ME, the undersigned authority, this day personally appeared David W. Fell, well known to me to be the individual who acknowledged that he executed the foregoing document for the uses and purposes described herein.

WITNESS my hand and official seal this 19th day of May, 2005.

Susan L. Jeffrey
Notary Public, State of Illinois

Large

My Commission expires: 08/01/05



PIPE SCHEDULE			
PIPE DIA.	LENGTH	SIZ.	SLOPE
12"		12"	0.00%
15"		15"	0.00%
18"		18"	0.00%
21"		21"	0.00%
24"		24"	0.00%
30"		30"	0.00%
36"		36"	0.00%
42"		42"	0.00%
48"		48"	0.00%
54"		54"	0.00%
60"		60"	0.00%
72"		72"	0.00%
84"		84"	0.00%
96"		96"	0.00%
108"		108"	0.00%
120"		120"	0.00%
144"		144"	0.00%
168"		168"	0.00%
192"		192"	0.00%
216"		216"	0.00%
240"		240"	0.00%
288"		288"	0.00%
336"		336"	0.00%
384"		384"	0.00%
432"		432"	0.00%
480"		480"	0.00%
528"		528"	0.00%
576"		576"	0.00%
624"		624"	0.00%
672"		672"	0.00%
720"		720"	0.00%
768"		768"	0.00%
816"		816"	0.00%
864"		864"	0.00%
912"		912"	0.00%
960"		960"	0.00%
1008"		1008"	0.00%
1056"		1056"	0.00%
1104"		1104"	0.00%
1152"		1152"	0.00%
1200"		1200"	0.00%
1248"		1248"	0.00%
1296"		1296"	0.00%
1344"		1344"	0.00%
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1920"		1920"	0.00%
1968"		1968"	0.00%
2016"		2016"	0.00%
2064"		2064"	0.00%
2112"		2112"	0.00%
2160"		2160"	0.00%
2208"		2208"	0.00%
2256"		2256"	0.00%
2304"		2304"	0.00%
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4704"		4704"	0.00%
4752"		4752"	0.00%
4800"		4800"	0.00%
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9648"		9648"	0.00%
9696"		9696"	0.00%
9744"		9744"	0.00%
9792"		9792"	0.00%
9840"		9840"	0.00%
9888"		9888"	0.00%
9936"		9936"	0.00%
9984"		9984"	0.00%
10032"		10032"	0.00%
10080"		10080"	0.00%

Sanitary Sewer Structure Table

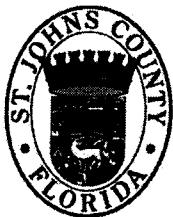
STATION/VERT.	IN. DIA.	TYPE	CONC.	DEPTH	DIAMETER	INVERT	OUTLET	MANHOLE	COVER	STRUCTURE	REMARKS
1+00.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+05.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+10.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+15.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+20.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+25.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+30.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+35.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+40.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+45.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+50.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+55.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+60.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+65.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+70.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+75.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+80.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+85.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+90.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
1+95.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+00.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+05.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+10.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+15.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+20.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+25.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+30.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+35.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+40.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+45.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+50.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+55.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+60.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+65.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+70.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+75.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+80.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+85.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+90.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
2+95.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
3+00.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
3+05.00	36"	1	1	4.00'	36"	1.00'	1.00'	1	1	1	MANHOLE
3+10.00	36"	1	1	4.0							

Coastline Utility Contractors
 Ponte Vedra Beach, Fl.
 Schedule of Values
FORCE MAIN

COQUINA CROSSING PHASE2

85 CODE

Furnish and Install	Quantit	Unit	Material	Total Mater	Labor unit	Total Labor	Total Unit	Total Cost
Main			unit cost	cost	cost	Cost	cost	
	1		\$0.00	\$10.00	0.00	\$0.00	\$0.00	\$0.00
6" CL100 PVC DR25 PIPE	1340'		\$0.00	\$0.00	0.00	\$0.00	\$10.89	\$14,592.60
6" SDR-11 HDPE PIPE	400		\$0.00	\$0.00	0.00	\$0.00	\$12.90	\$5,160.00
4" CL100 PVC DR25 PIPE	700'		\$0.00	\$0.00	0.00	\$0.00	\$8.45	\$5,915.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
AIR RELEASE VALVE/VAULT	2		\$0.00	\$0.00	0.00	\$0.00	\$1,140.00	\$2,280.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	1		\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Total Cost			\$0.00	\$10.00	0.00	\$0.00	\$1,172.24	\$27,948



St. Johns County Board of County Commissioners

Utility Department

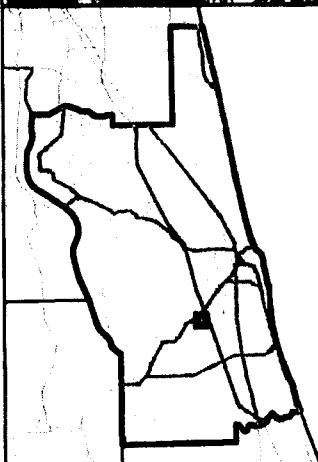
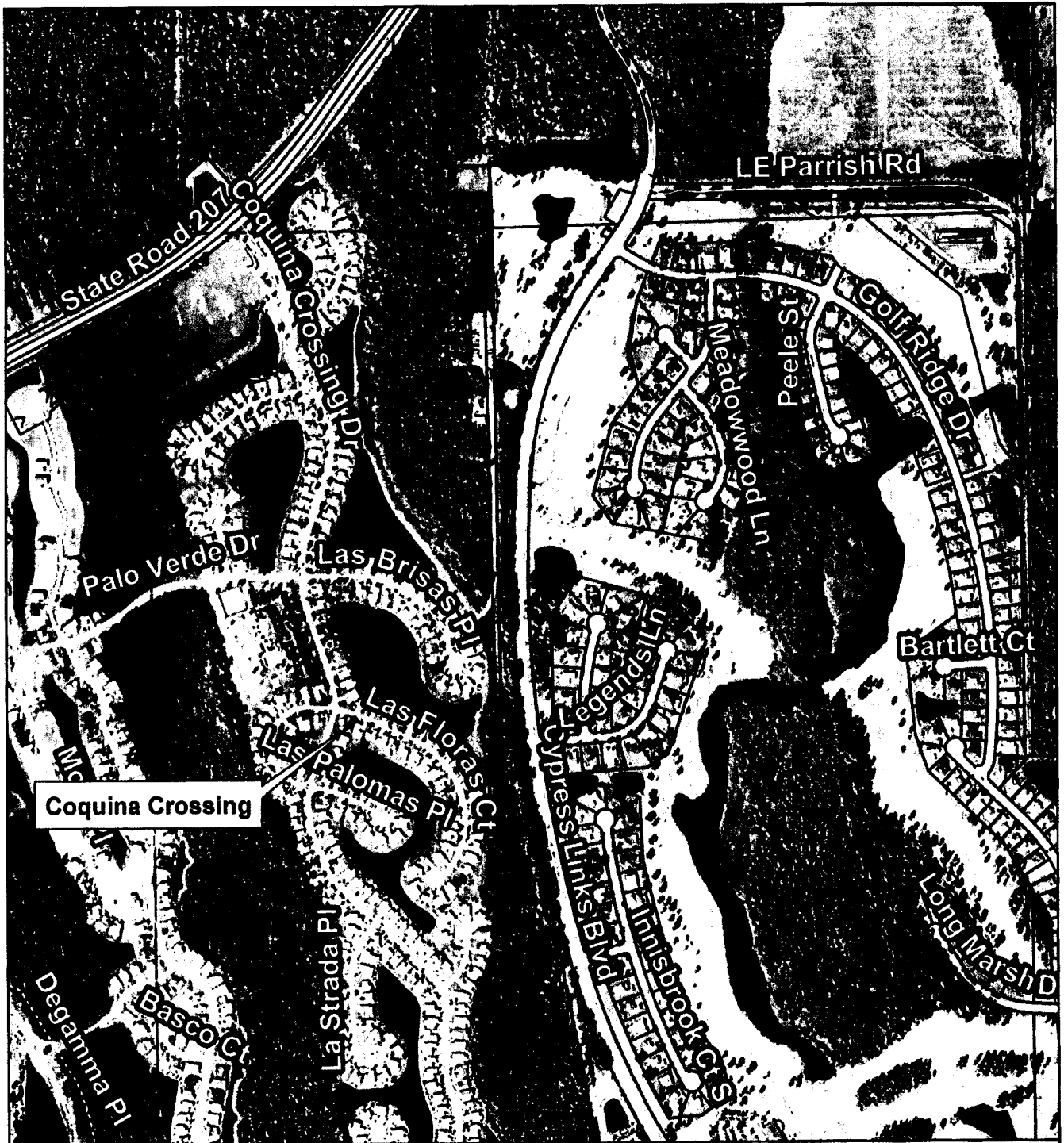
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Karri Thomas, Asset Management Tech *KT*
SUBJECT: Coquina Crossing Unit 2
DATE: March 1, 2011

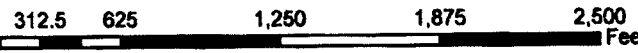
Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Coquina Crossing Unit 2.

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 Coquina Crossing Phase Two



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
December 11, 2009
(904) 209-0788



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