

RESOLUTION NO. 2011- 81

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A CORRECTIVE EASEMENT FOR UTILITIES FOR WATER SERVICE TO DOLLAR GENERAL STORE LOCATED ON STATE ROAD 207 AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, SB Hilltop Plaza, LLC, a Florida limited liability company has executed and presented to the County a corrective Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water service to Dollar General Store on State Road 207. The original easement was granted for water and sewer and only an easement for water service is needed due to the sewer being covered by an existing easement; and

WHEREAS, SB Hilltop Plaza has also executed a Bill of Sale and schedule of values conveying all personal property associated with the water and sewer system, 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:

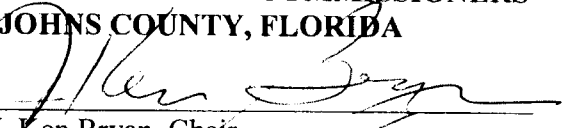
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Corrective Easement for Utilities and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

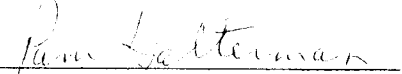
Section 3. The Clerk of the Circuit Court is instructed to record the original Corrective Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 19th 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 04/21/11

Exhibit "A" to Resolution

Prepared by:
Nanette Bradbury
St. Johns County Real Estate Division
500 San Sebastian View
St. Augustine FL 32084

CORRECTIVE EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 18th day of October, 2010 by **SB HILLTOP PLAZA, LLC**, a Florida limited liability company, with an address of 147 2ND Avenue South, Suite 400, St. Petersburg, FL 33701, hereinafter called "Grantor" to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

WHEREAS, SB Hilltop Plaza, LLC, a Florida limited liability company granted an easement for water and sewer service recorded in Official Records Book 3364 Page 1444 of the public records of St. Johns County, Florida (the "Original Easement"); and

WHEREAS, Grantor and Grantee have agreed to terminate the Original Easement since the Grantor granted a water and sewer utility easement in error and grant a new easement for water distribution mains only.

NOW THEREFORE, 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 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 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 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 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.

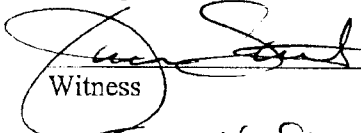
4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

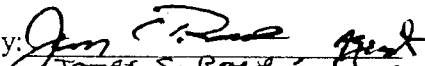

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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:

SB HILLTOP PLAZA, LLC
a Florida limited liability company


Witness
James V. Steadart

By: 
It: 

Print Name

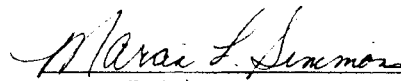

Witness

MARCIA L. SIMMONS
Print Name

State of Florida
County of ~~St. Johns~~
PINELLAS

The foregoing instrument was acknowledged before me this 18TH day of OCTOBER, 2010, by JAMES C. ROWE who is personally known to me or has produced _____ as identification.




Notary Public MARCIA L. SIMMONS

MAP SHOWING SURVEY OF:

A PORTION OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.

LEGAL DESCRIPTION ~ UTILITY EASEMENT

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID LANDS BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3122, PAGE 1765 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4"x4" CONCRETE MONUMENT IDENTIFIED AS "RLS 894", SAID CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35; THENCE NORTH 01°59'30" EAST, ALONG THE WESTERLY LINE OF SECTION 35, A DISTANCE OF 330.32 FEET; THENCE SOUTH 88°45'15" EAST A DISTANCE OF 330.00 FEET; THENCE SOUTH 48°31'33" EAST A DISTANCE OF 172.89 FEET; THENCE SOUTH 48°31'33" EAST, A DISTANCE OF 235.19 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 48°31'33" EAST A DISTANCE OF 20.05 FEET; THENCE SOUTH 37°34'00" WEST A DISTANCE OF 71.06 FEET; THENCE SOUTH 52°26'00" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 37°34'00" WEST A DISTANCE OF 122.15 FEET; THENCE NORTH 52°32'09" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 37°34'00" EAST A DISTANCE OF 103.96 FEET; THENCE NORTH 52°26'00" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 37°34'00" EAST A DISTANCE OF 92.43 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE NORTH-WESTERLY RIGHT OF WAY LINE OF STATE ROAD 207 AS BEING SOUTH 37°34'00" WEST.
2. THIS IS SPECIFIC PURPOSE SURVEY TO GRAPHICALLY DEPICT A SKETCH AND DESCRIPTION ONLY AS REQUESTED BY OUR CLIENT AND DOES NOT ADDRESS ANY UNDERGROUND UTILITIES OR ENVIRONMENTAL CONCERNS AS MAY BE DEEMED AS SUCH BY ANY GOVERNMENT AGENCY OR SPECIAL INTEREST GROUP. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. ADJOINING PROPERTY LINES SHOWN FOR GRAPHIC DEPICTION ONLY.
5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

THIS SURVEY IS CERTIFIED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON AND IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPER OF FLORIDA SHOWN HEREON.

I HEREBY CERTIFY, that this map graphically depicts the results of a field survey made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 5J-17.051 & 5J-17.052, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes, subject to all notes and notations shown hereon.

08/19/2010
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

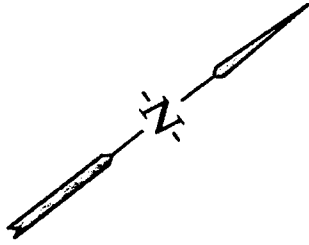
BRADSHAW-NILES and ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS
LICENSED BUSINESS No. 6824

3520 LEWIS SPEEDWAY
ST. AUGUSTINE, FLORIDA 32084
(904) 829-2591 FAX: (904) 829-5070

MAP SHOWING SURVEY OF:

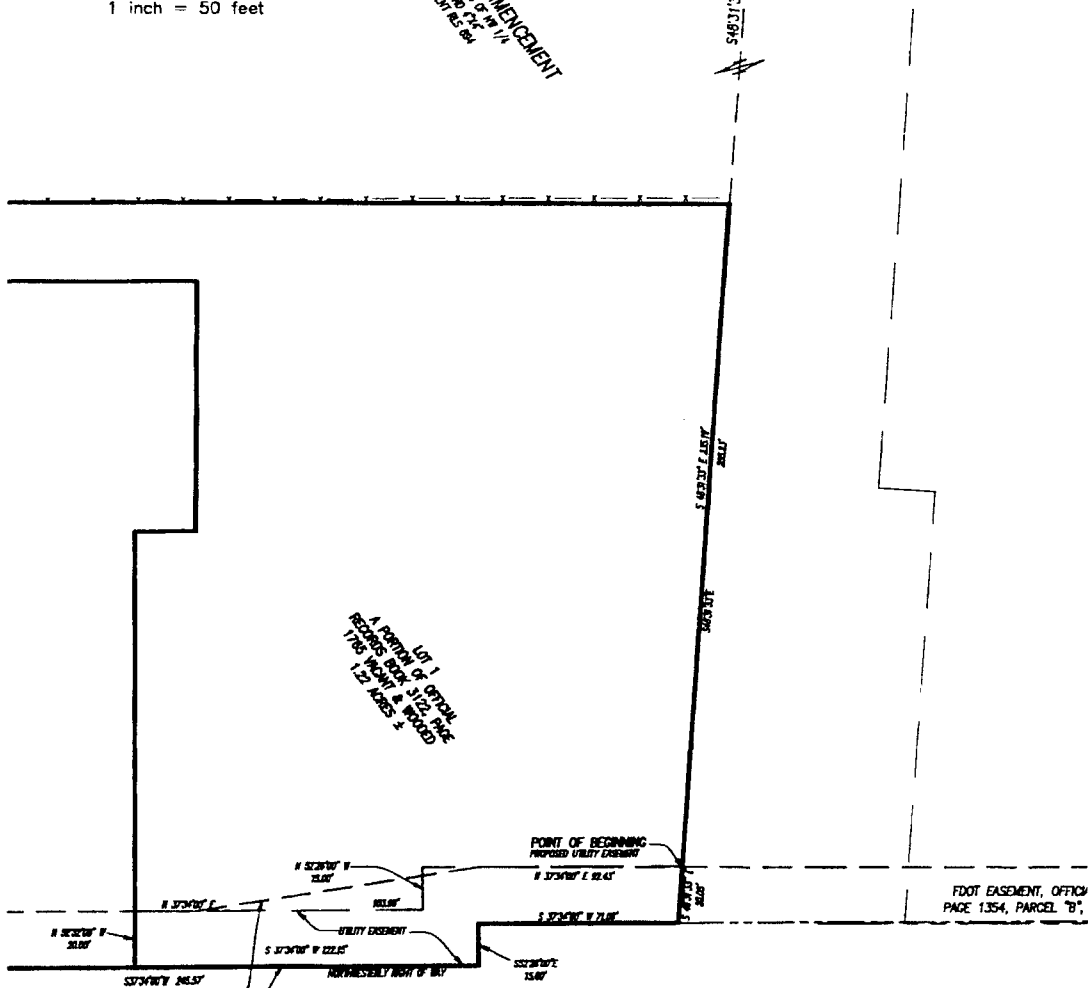
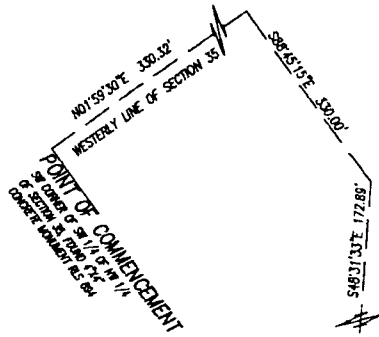
A PORTION OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.



GRAPHIC SCALE



1 inch = 50 feet



NOTE:
FOOT EASEMENT IS SHOWN ON THE
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP FOR STATE ROAD NO. 207
MAP SECTION NO. 7000-2500, PARCEL NO. 090.
SUPPORTING DOCUMENT NOT FURNISHED.

STATE ROAD # 207
(A VARIABLE WIDTH RIGHT OF WAY - PAVED)

BRADSHAW-NILES and ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
LICENSED BUSINESS No. 8824
3520 LEWIS SPEEDWAY
ST. AUGUSTINE, FLORIDA 32084
(904) 829-2591 FAX: (904) 829-5070



BILL OF SALE
UTILITY IMPROVEMENTS
for

Dollar General – St. Augustine

SB Hilltop Plaza, LLC, 147 2nd Ave. S., Ste 400, St. Petersburg, FL 33701-4399 (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 Exhibit A (Sewer Force Main)

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 11th of October 2010

WITNESS:

James C. Rouse
Witness Signature

James C. Rouse
Print Witness Name

OWNER:

Bill Lloyd
Owner's Signature

Bill Lloyd
Print Owner's Name

State of FLORIDA
County of PIWALAS

The foregoing instrument was acknowledged before me this 11th day of October 2010, 2007, by Bill Lloyd who is personally known to me or has produced _____ as identification.

Sara K. Ward
Notary Public SARA K. WARD





St. Johns County Utility Department
 Asset Management
 Schedule of Values
 EXHIBIT A WATER

Project Name: Dollar General - St. Augustine
 Contractor: Philco Construction, Inc.
 Developer: SB Hilltop Plaza, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" x 2" wet tap	EA	1	\$ 300.00	\$ 300.00
2" poly tubing DR-14	LF	60	\$ 4.17	\$ 250.00
2" curb stop	EA	1	\$ 75.00	\$ 75.00
Meter Box	EA	1	\$ 75.00	\$ 75.00
	LF		\$ -	\$ -
Water Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 700.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values
EXHIBIT A SEWER FORCE MAIN

Project Name: Dollar General - St. Augustine
 Contractor: Philco Construction, Inc.
 Developer: SB Hilltop Plaza, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
10" x 2" wet tap	EA	1	\$ 300.00	\$ 300.00
2" poly tubing DR-14	LF	60	\$ 10.42	\$ 625.00
* 2" check valve	EA	1	\$ 75.00	\$ 75.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 1,000.00

* item not within easement boundaries, actually privately owned and maintained by owner. MHC * 3/10/11



St. Johns County Board of County Commissioners

Utility Department

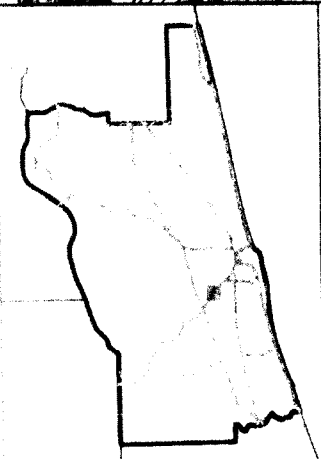
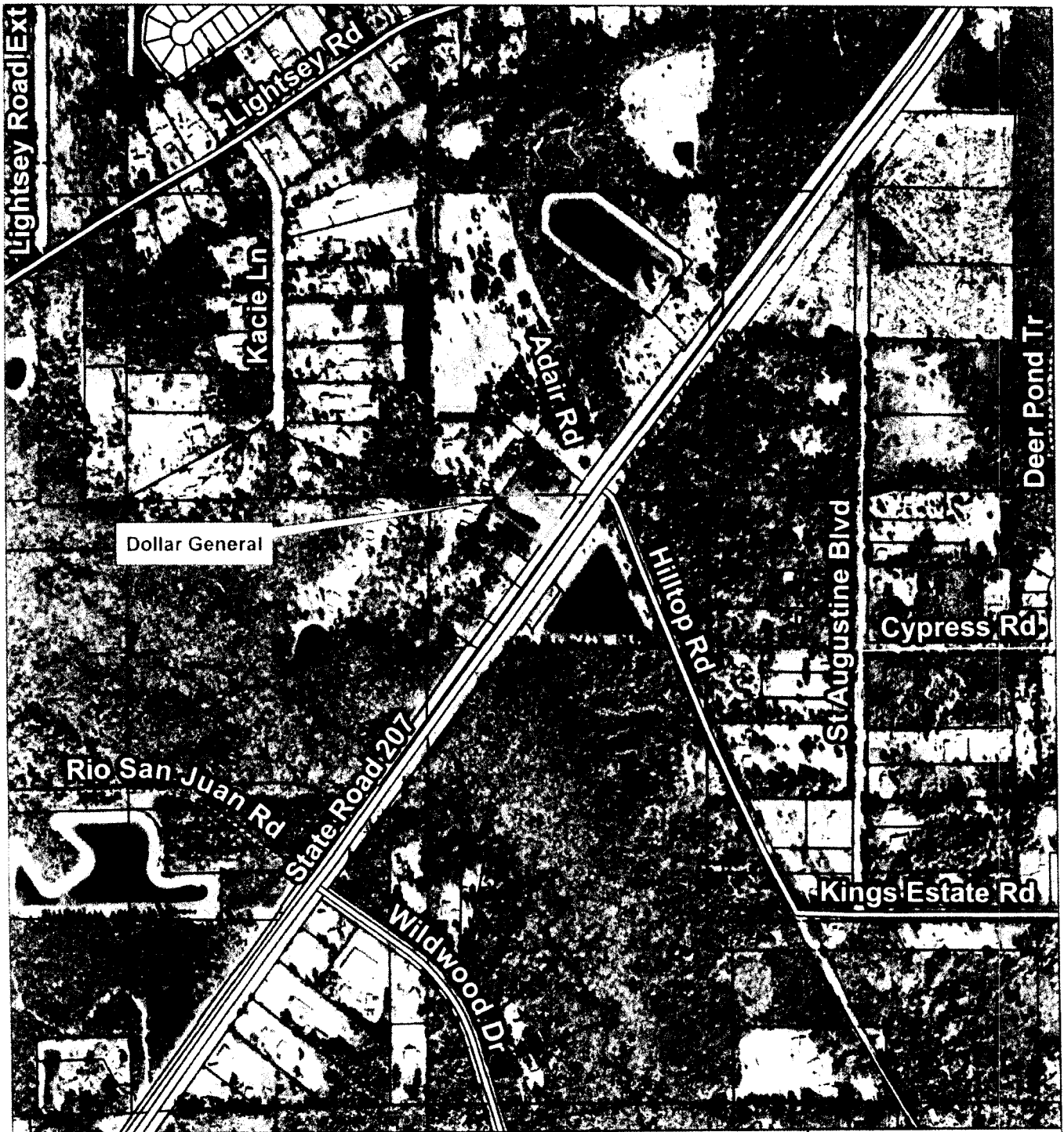
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Dollar General
DATE: January 31, 2011

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

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.



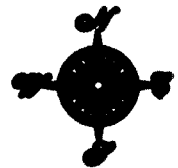
Dollar General Store Easement for Utilities

0 260 520 1040 1560 2080 Feet

St Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared
March 14, 2011
(904) 209-0788



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