

RESOLUTION NO. 2013- 87

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO PROVIDE WATER AND SEWER SERVICE TO AZALEA ESTATES SUBDIVISION IN PONTE VEDRA AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, Azalea Estates Holding, 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, to provide water and sewer service to Azalea Estates Subdivision in Ponte Vedra; and

WHEREAS, Azalea Estates Holding, LLC, 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.

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.

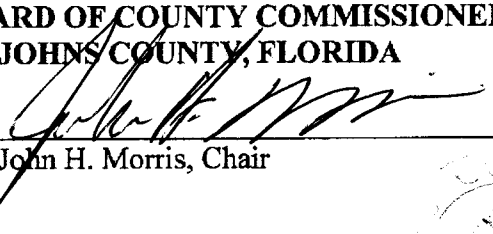
Section 2. The above described Easement for Utilities and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scriveners 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.

Section 4. 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.

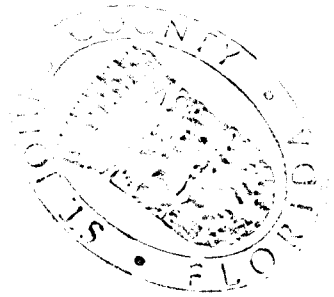
PASSED AND ADOPTED this 7 day of May, 2013.

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

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 5/9/13

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 18 day of October, 2012 by Azalea Estates Holding LLC, with an address of PO Box 5028 Greenwich CT 06831, 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 and gravity sewer collection system 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. 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) 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:

Azalea Estates Holding, LLC
a Florida limited liability company,

By: RHR Capital, LLC
A limited liability company authorized to do
business in Florida
Its: Managing Member

By: [Signature]
Michael Mahaffy

Its: Managing Member

[Signature]
Witness

Valbara Okaj
Print Name

[Signature]
Witness

Thomas Luman
Print Name

State of Ct
County of Fairfield

The foregoing instrument was acknowledged before me this 18 day of Oct, 2012, by Michael Mahaffy who is personally known to me or has produced Drivers License as identification.

[Signature]
Notary Public



EXHIBIT "A" to Easement

EASEMENT AREA

Blooming Lane and Preserve Island Circle as shown on the Azalea Estates plat recorded in Map Book 67, Page 26 of the Public Records of St Johns County, Florida, together with that portion of Blooming Lane shown on the plat of Azalea Estates of Fairfield Ponte Vedra, recorded in Map Book 65, Page 85 of the Public Records of St. Johns County, Florida, which was not subsequently replatted.



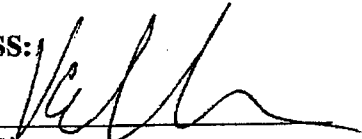
BILL OF SALE
UTILITY IMPROVEMENTS
for
AZALEA ESTATES

Azalea Estates Holdings, LLC - PO Box 5028, Greenwich CT 06831, (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:

EXHIBIT A-1, 2, 3

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 18 of Oct, 2012.

WITNESS:


Witness Signature
Dana Ulej

Print Witness Name


OWNER:
Michael Mahaffy - MANAGER

Owner's Signature
Azalea Estates Holdings LLC,

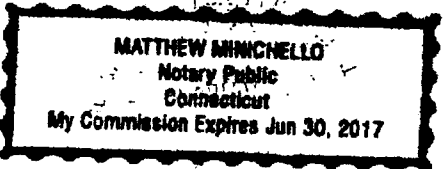
Print Owner's Name

State of Connecticut
County of Fairfield

The foregoing instrument was acknowledged before me this 18 day of Oct, 2012, by Michael Mahaffy who is personally known to me or has produced Drivers License as identification.



Notary Public





St. Johns County Utility Department
 Asset Management
 Schedule of Values
EXHIBIT B-2

Project Name:	<u>Azalea Estates</u>
Contractor:	<u>Florida Roads Contracting</u>
Developer:	<u>Azalea Estates Holdings, LLC</u>

ASSET TYPE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
(1)	Water Mains (Size, Type & Pipe Class)				
	8" C900 PVC	LF	860	\$25.59	\$ 22,007.40
	6" C900 PVC	LF	120	\$19.77	\$ 2,372.40
	4" C900 PVC	LF	140	\$11.39	\$ 1,594.60
	2" SCH40	LF	360	\$7.52	\$ 2,707.20
		LF		\$ -	\$ -
		LF		\$ -	\$ -
		LF		\$ -	\$ -
(1)	Water Valves (Size and Type)				
	8" Tap & Gate Valve	Ea	1	\$2,929.00	\$ 2,929.00
		Ea			\$ -
	8" Gate Valve	Ea	1	\$832.32	\$ 832.32
	6" Gate Valve	Ea	3	\$549.00	\$ 1,647.00
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
(1)	Hydrants Assembly (Size and Type)				
	6" Fire Hydrant	Ea	2	\$3,053.00	\$ 6,106.00
	2" Flush Hydrant	Ea	1	\$376.00	\$ 376.00
		Ea		\$ -	\$ -
(1)	Services (Size and Type)				
	Double Poly	Ea	7	\$613.86	\$ 4,297.02
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
Total Water System Cost					\$ 44,868.94

Note: Asset Type (1) Water Pipeline and Appurtenances



St. Johns County Board of County Commissioners

Utility Department

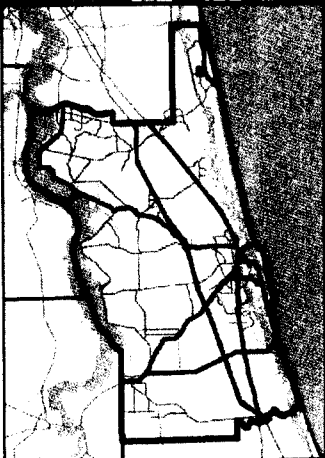
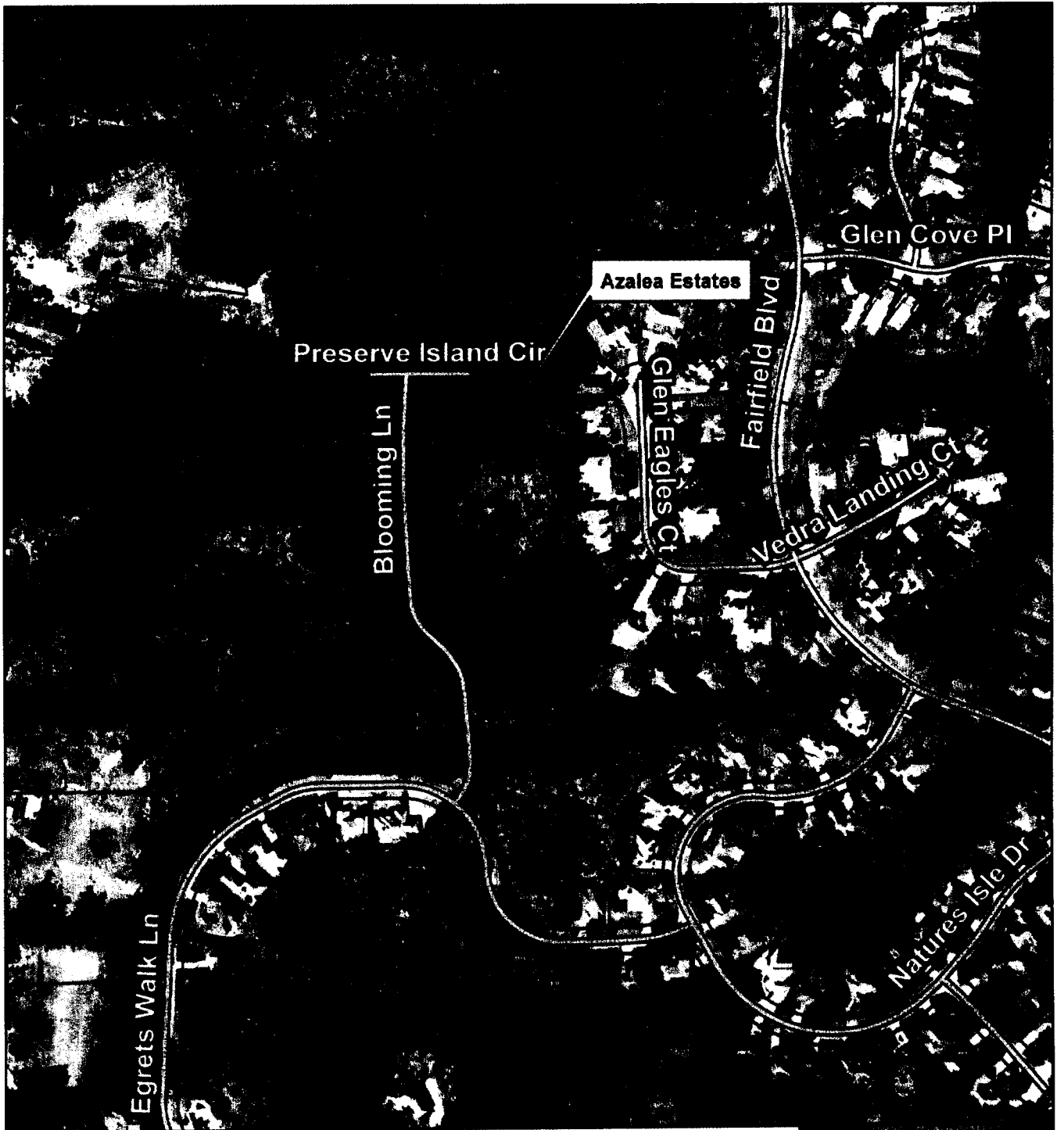
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Azalea Estates
DATE: March 26, 2013

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

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.



Azalea Estates Subdivision Easement for Utilities



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
April 1, 2013
(904) 209-0788

