

RESOLUTION NO. 2013- 90

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 HARBOUR ISLAND IMPROVEMENTS IN PONTE VEDRA AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, Fletcher Realty Investments, Inc., 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, to provide water and sewer service to Harbour Island Improvements in Ponte Vedra; and

WHEREAS, Fletcher Realty Investments, Inc., 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
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: *Pam Halterman*
Deputy Clerk

RENDITION DATE 5/9/13



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4th day of AUGUST, 2010 by **FLETCHER REALTY INVESTMENTS, INC.**, a Florida corporation, with an address of 1548 The Greens Way, Suite 4, Jacksonville Beach, Florida 32250, 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, 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 over the Easement Area as necessary for the use and enjoyment of the easement herein granted.

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 easements herein granted are 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 easements 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 easements hereby granted to the new easement areas 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:

Anita M. Farace

Witness

Anita M. Farace

Print Name

Trisha Barkot

Witness

Trisha Barkot

Print Name

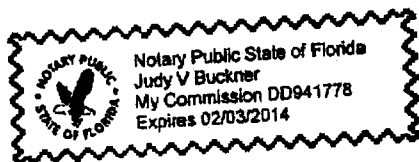
FLETCHER REALTY INVESTMENTS,
INC., a Florida corporation

By: Robert L. Johnson

Its: Vice President

State of Florida
County of Duval

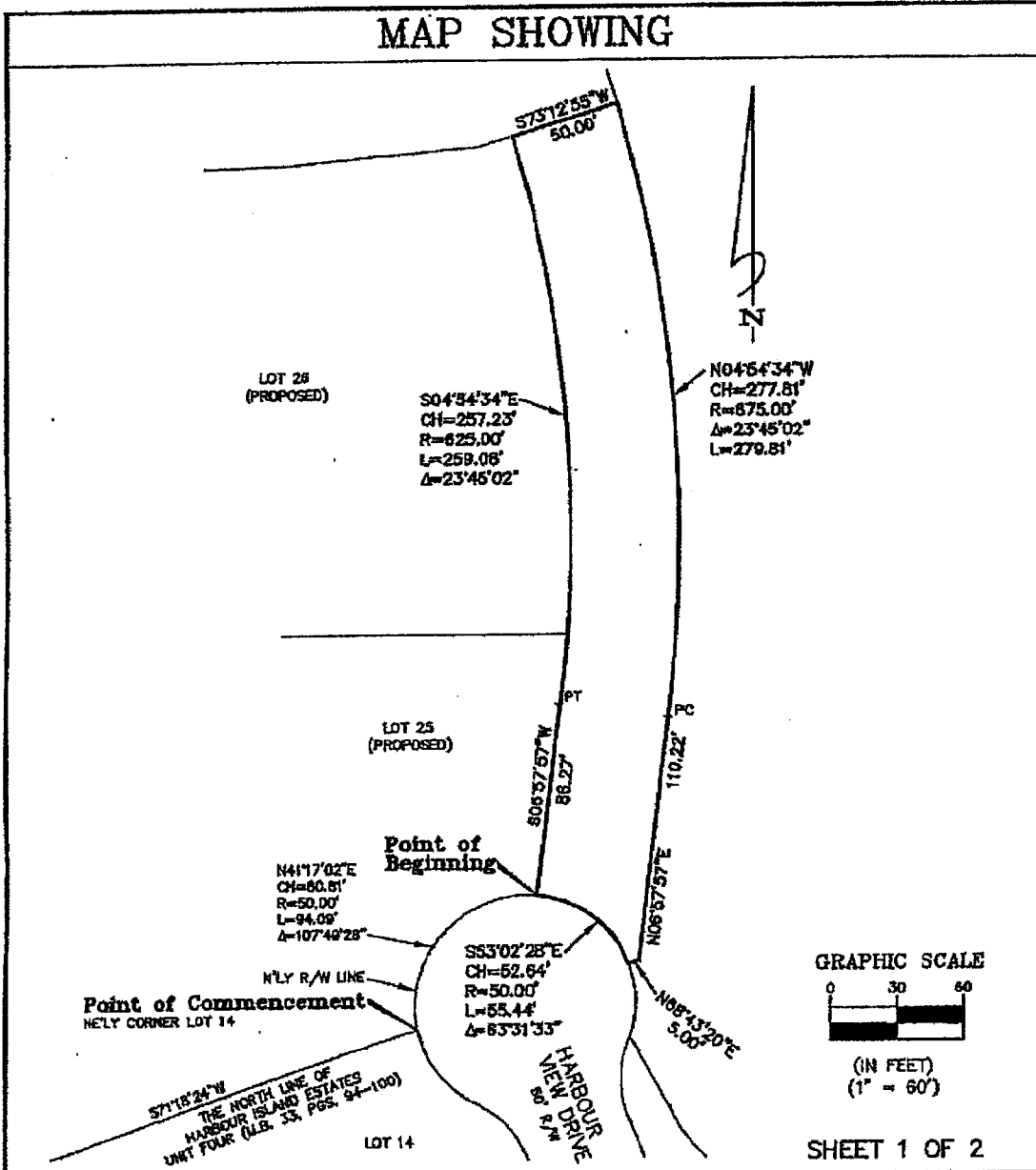
The foregoing instrument was acknowledged before me this 4th day of August, 2010, by Robert L. Johnson, Vice President of FLETCHER REALTY INVESTMENTS, INC., a Florida corporation, who is personally known to me or has produced N/A as identification.



Judy V. Buckner
Notary Public

EXHIBIT "A"

EASEMENT AREA
MAP SHOWING



JOB NO. 2010-150
 DRAFTER JRS
 DATE 07-22-10
 SCALE 1" = 60'
 CHECKED BY: *JRS*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 64-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED OTHERWISE.

THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A LEGAL DOCUMENT. (CHAPTER 64-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Gregory B. Clary
 GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3734
 3830 CRUSH POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 286-1703
 WWW.CLARYASSOC.COM

MAP SHOWING

50' UTILITY EASEMENT

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 14, AS SHOWN ON THE PLAT OF HARBOUR ISLAND ESTATES UNIT FOUR, AS RECORDED IN MAP BOOK 33, PAGES 94 THROUGH 100, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF HARBOUR VIEW DRIVE (AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 94.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°17'02" EAST, 80.81 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 55.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53°02'28" EAST, 52.64 FEET; THENCE NORTH 68°43'20" EAST, 5.00 FEET; THENCE NORTH 06°57'57" EAST, 110.22 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 875.00 FEET, AN ARC DISTANCE OF 279.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°54'34" WEST, 277.81 FEET; THENCE SOUTH 73°12'55" WEST, 50.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 825.00 FEET, AN ARC DISTANCE OF 259.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°54'34" WEST, 259.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°57'57" WEST, 88.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.42 ACRES, MORE OR LESS.

FOR: FLETCHER MANAGEMENT GROUP

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY BOUNDARY OF HARBOUR ISLAND ESTATES UNIT FOUR AS S71°18'24"W.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.

LEGEND

- MB = MAP BOOK
- PG. = PAGE
- R/W = RIGHT OF WAY
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- CH = CHORD
- R = RADIUS
- L = LENGTH
- Δ = DELTA

SHEET 2 OF 2

JOB NO. 2010-150
 DRAFTER JRS
 DATE 07-22-10
 SCALE 1" = 60'
 CHECKED BY: *JRS*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND COMMERCE SERVICES IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID, (CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Gregory B. Clary
 GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3337
 3125 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 260-2765
 WWW.CLARYASSOC.COM



BILL OF SALE
UTILITY IMPROVEMENTS
for

HARBOUR ISLAND IMPROVEMENTS

FLETCHER REALTY INVESTMENTS (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 EXHIBIT "A" ATTACHED

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 March 2013

WITNESS:

Anita M. Farace
Witness Signature

Anita M. Farace
Print Witness Name

OWNER:

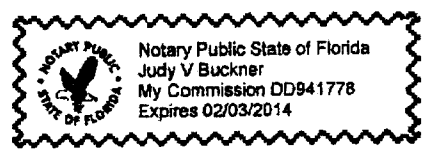
Robert L. Johnson
Owner's Signature

Robert L. Johnson
Print Owner's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 14th day of March, 2013, by Robert L. Johnson who is personally known to me or has produced N/A as identification.

Judy V. Buckner
Notary Public





St. Johns County Utility Department

Asset Management

Schedule of Values

EXHIBIT A PAGE 1 OF 2

Project Name:

HARBOUR ISLAND IMPROVEMENTS

Contractor:

BESCH & SMITH CIVIL GROUP INC.

Developer:

FLETCHER REALTY INVESTMENTS

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" WATERMAIN DR 11	LF	203	\$ 67.55	\$ 13,712.65
8" WATERMAIN DR 18	LF	402	\$ 33.41	\$ 13,430.82
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" GATE VALVE	Ea	2	\$ 845.88	\$ 1,691.76
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
FIRE HYDRANT	Ea	1	\$ 3,335.50	\$ 3,335.50
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
1.5" WATER SERVICE SHORT	Ea	5	\$ 741.56	\$ 3,707.80
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 35,878.53



St. Johns County Utility Department
 Asset Management
 Schedule of Values
 EXHIBIT A PAGE 2 OF 2

Project Name: HARBOUR ISLAND IMPROVEMENTS
 Contractor: BESCH & SMITH CIVIL GROUP INC.
 Developer: FLETCHER REALTY INVESTMENTS

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
4" DR 18 FORCEMAIN	LF	570	\$ 13.42	\$ 7,649.40
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4" GATE VALVE FORCEMAIN	Ea	1	\$ 626.31	\$ 626.31
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 GRAVITY SEWER	LF	179	\$ 22.17	\$ 3,968.43
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" SDR 35 SEWER LATERALS	EA	2	\$ 821.62	\$ 1,643.24
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep TYPE A SEWER MANHOLE	EA	2	\$ 2,424.91	\$ 4,849.82
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				\$ 18,737.20



St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Harbour Island Improvements
DATE: March 27, 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 Harbour Island Improvements.

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.



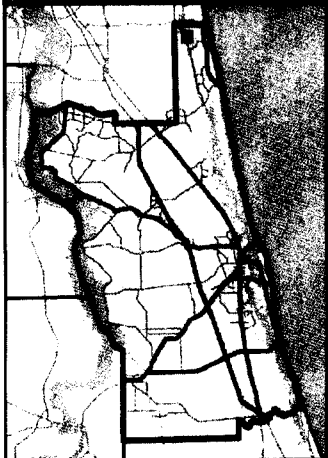
Improvements

Harbour View Dr

Teal Pointe Ln

Newport Ln

Deer Haven Dr



Harbour Island improvements Easement for Utilities

0 160 320 640 960 1,280 Feet

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
April 3, 2013
(904) 209-0788

