

RESOLUTION NO. 2014- 287

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR THE WATER METERS TO SERVE THE RESIDENTS OF VILLAS OF CASA BAY AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE OFFSITE WATER AND SEWER LINES.

RECITALS

WHEREAS, Neuland Properties, 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, for the water meters to serve the residents of Villas of Casa Bay subdivision; and

WHEREAS, Putnam State Bank has executed a Bill of Sale and schedule of values conveying all personal property associated with the offsite water and sewer lines, 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 21st day of October, 2014.

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

By: _____

[Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

[Signature]
Deputy Clerk

RENDITION DATE 10/23/14

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 25 day of August, 2014, by **NEULAND PROPERTIES, LLC**, a Florida limited liability company, with an address of 648 Ocean Palm Way, St. Augustine Florida 32080, 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 meter 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 water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines 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.

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:

Diane Schuster
Witness

Diane Schuster
Print Name

Betsy Ostwinkle
Witness

Betsy Ostwinkle
Print Name

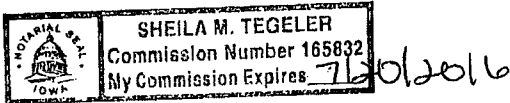
NEULAND PROPERTIES, LLC,
a Florida Limited Liability company

By: Carol C. Hammann
Its: President

State of Iowa

County of Dubuque

The foregoing instrument was acknowledged before me this 25th day of August, 2014, by Carol C. Hammann who is personally known to me or has produced an Iowa Drivers License as identification.



Sheila M. Tegeler
Notary Public

EXHIBIT "A"

EASEMENT AREA

The private right-of-way of Casa Bay Place as shown in the plat of Villas of Casa Bay recorded in Map Book 63, pages 89-91 and Villas of Casa Bay Replat, Map Book 66 Page 98-99 of the public records of St. Johns County, Florida.

Exhibit "B" to Resolution

BILL OF SALE
Utility Improvements
for

The Villas of Casa Bay

Putnam State Bank, 350 North S.R. 19, Palatka, Florida 32177, (the "Seller") 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, the following personal property:

Off Site Utilities for
63/89-91 Villas of Casa Bay, Rows and Tracts A thru C Assessed to individual parcels 159371-0020.

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 officer on this 5th of October, 2010.

WITNESS:

OWNER:

Putnam State Bank

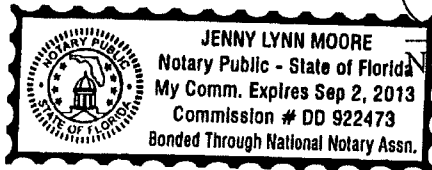
L.W. McClain

By: L. Wayne McClain, President

Adam L. Deputy
Adam L. Deputy
Belinda Placona
Belinda Placona

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 5th day of October, 2010 by L. Wayne McClain, President of Putnam State Bank who is personally known to me.



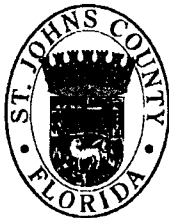
Jenny Lynn Moore
Notary Public



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	VILLAS OF CASA BAY
Contractor:	W.W. CONTRACTORS, INC.
Developer:	TIMBERWOOD SOUTH LLC

Water Mains (Size, Type & Pipe Class)	UNIT	QUANTITY	UNIT COST	TOTAL CO"
8" PVC DR 18	LF	800	\$ 4.75 -	\$ 3800.00
6" PVC DR 18	LF	20	\$ 2.75 -	\$ 55.00
	LF		\$ -	\$
	LF		\$ -	\$
	LF		\$ -	\$
Water Valves (Size and Type)				
6" DUCTILE IRON GATE	Ea	3	\$ 347.00	\$ 1041.00
8" DUCTILE IRON GATE	Ea	3	\$ 560.00 -	\$ 1618.00
	Ea		\$ -	\$
	Ea		\$ -	\$
	Ea		\$ -	\$
Hydrants Assembly (Size and Type)				
6" SUPER CENTURION	Ea	1	\$ 1536.00 -	\$ 1536.00
			\$ -	\$
			\$ -	\$
Services (Size and Type)				
1" DOUBLE WATER SERVICE	Ea	5	\$ 220.00 -	\$ 1100.00
	Ea		\$ -	\$
	Ea		\$ -	\$
			\$ -	\$
Total Water System Cost				\$9150.00



St. Johns County Board of County Commissioners

Utility Department

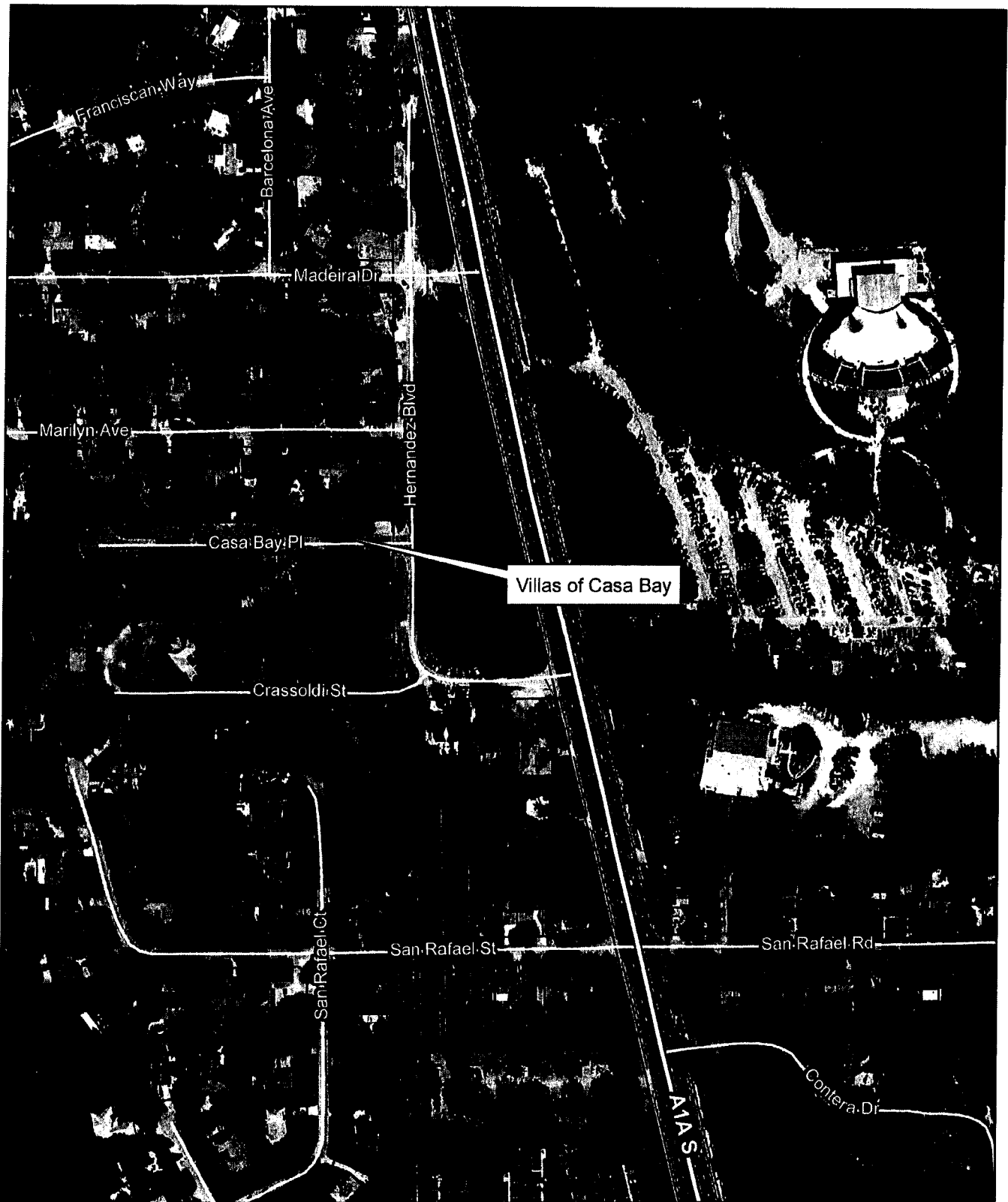
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Villas of Casa Bay
DATE: July 31, 2014

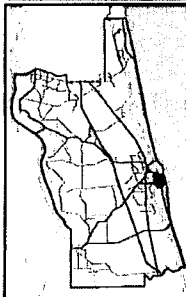
Please present the Easement, Bill of Sale, and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Villas of Casa Bay.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.



Villas of Casa Bay



2013 Aerial Imagery
 0 100 200
 Feet
 September 11, 2014

Villas of Casa Bay Easement for Utilities

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0762

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

