

RESOLUTION NO. 2015- 44

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED CONVEYING A LIFT STATION SITE, AN EASEMENT FOR ACCESS AND UTILITIES AND A TEMPORARY EASEMENT FOR ACCESS AND UTILITIES TO SERVE WHISPER CREEK PHASE 1 UNIT C.

RECITALS

WHEREAS, Six Mile Creek Investment Group, LLC, a Delaware limited liability company, has executed and presented to the County a Special Warranty Deed conveying a lift station site, attached hereto as Exhibit "A," and an Easement for Access and Utilities, attached hereto as Exhibit "B," and a Temporary Easement for Access and Utilities, attached hereto as Exhibit "C," incorporated by reference and made a part hereof, to serve Whisper Creek Phase 1 Unit C; and

WHEREAS, the Temporary Access and Utility Easement is required due to the connector road that provides access to Trailmark Drive is not platted. When the plat is approved the Easement will automatically terminate; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "D," incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept the Special Warranty Deed and Easements for the health, safety and welfare of the citizens in that area.

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.

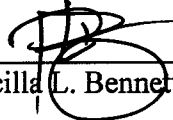
Section 2. The above described Special Warranty Deed and Easements for Access and Utilities attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. 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.

Section 4. The Clerk of the Circuit Court is instructed to record the original Special Warranty Deed and Easements for Access and Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3rd day of March, 2015.

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

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

RENDITION DATE 3/5/15



Exhibit "A" to Resolution

Prepared By:

Kathryn F. Whittington
Whittington Law, PLLC
24 Cathedral Place Suite 600
St. Augustine, Florida 32084

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the 16th day of JANUARY, 2015, by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, hereinafter called the Grantor, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in St. Johns County, State of Florida, described as follows:

TRACT LS-3, WHISPER CREEK PHASE 1 UNIT C, AS RECORDED IN MAP BOOK 73, PAGES 28-38 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AS DEPICTED ON EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF ("THE PROPERTY").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey

said land and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, its successors and assigns and not otherwise; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

**SIX MILE CREEK INVESTMENT GROUP, LLC,
a Delaware limited liability company**

Christian W. Kuhn
Print Name: Christian W. Kuhn

By: *CWK*
Print Name: CHRISTIAN W. KUHN
Its: Vice-President

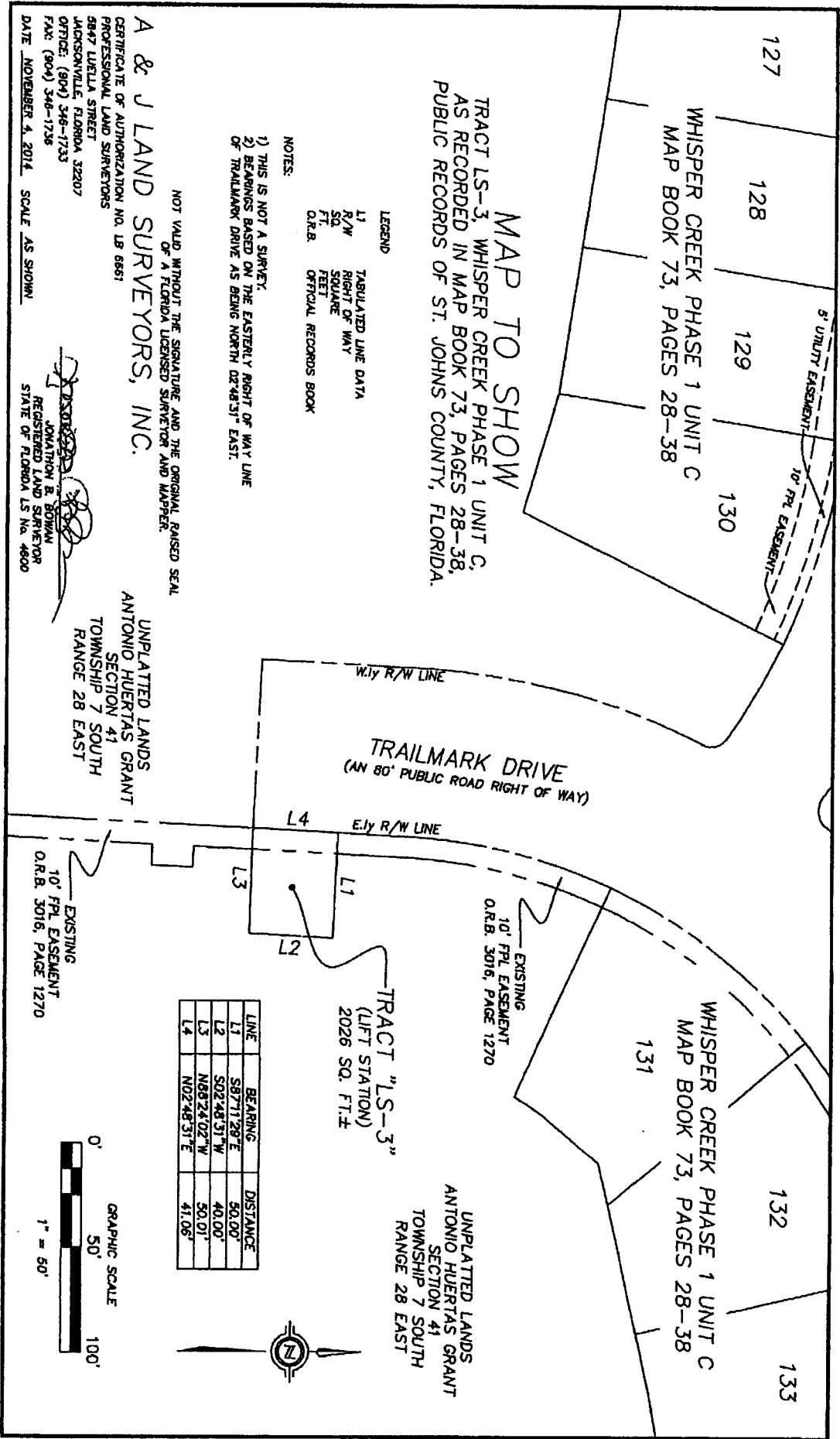
Dawn J. Keel
Print Name: Dawn Keel

STATE OF FLORIDA }
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 16th day of January, 2015, by Christian Kuhn, as the Vice-President of SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company, on behalf of the company.

Dawn J. Keel
Print Name: Dawn J. Keel
Notary Public
State of Florida at Large
Commission # FF 1106710
My Commission Expires: 10/7/18
Personally Known or Produced ID
[check one of the above]
Type of Identification Produced





A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6861
 PROFESSIONAL LAND SURVEYORS
 5847 LURELLA STREET
 JACKSONVILLE, FLORIDA 32207
 OFFICE (904) 346-1733
 FAX: (904) 346-1736
 DATE NOVEMBER 4, 2014 SCALE AS SHOWN

Jonathan E. Bidman
 JONATHAN E. BIDMAN
 REGISTERED LAND SURVEYOR
 STATE OF FLORIDA LS No. 4600

UNPLATTED LANDS
 ANTONIO HUERTAS GRANT
 SECTION 41
 TOWNSHIP 7 SOUTH
 RANGE 28 EAST

Exhibit "B" to Resolution

Prepared By:

Kathryn F. Whittington
Whittington Law, PLLC
24 Cathedral Place, Suite 600
St. Augustine, Florida 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16th day of JANUARY, 2015 by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, 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 and depicted on Exhibit B 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) **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 or Grantor's successors and assigns will indemnify and hold 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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.

GRANTOR:

Signed, sealed and delivered in the presence of:

SIX MILE CREEK INVESTMENT GROUP, LLC a Delaware limited liability company

Christian W. Kuhn
Print Name: Christian W. Kuhn

By: *CK*
Print Name: CHRISTIAN W. KUHN
Its: Vice-President

Dawn J. Kell
Print Name: Dawn Kell

STATE OF FLORIDA }
COUNTY OF Deval }

The foregoing instrument was acknowledged before me this 16th day of January 2015, by Christian Kuhn, as the Vice-President of SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company, on behalf of the company.

Dawn J. Kell
Print Name: Dawn J. Kell
Notary Public



State of Florida at Large
Commission # FF 166710
My Commission Expires: 10/7/18
Personally Known or Produced ID
[check one of the above]
Type of Identification Produced

Whisper Creek
Trailmark Drive Connector (Edenton)

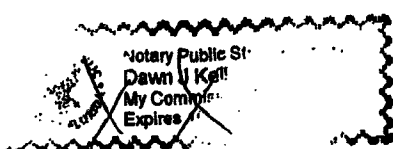


Exhibit "A" to Easement

Revised October 8, 2014

Revised September 29, 2014

Access & Utility Easement

A portion of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, together with a portion of the Antonio Huertas Grant, Section 41, Township 7 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

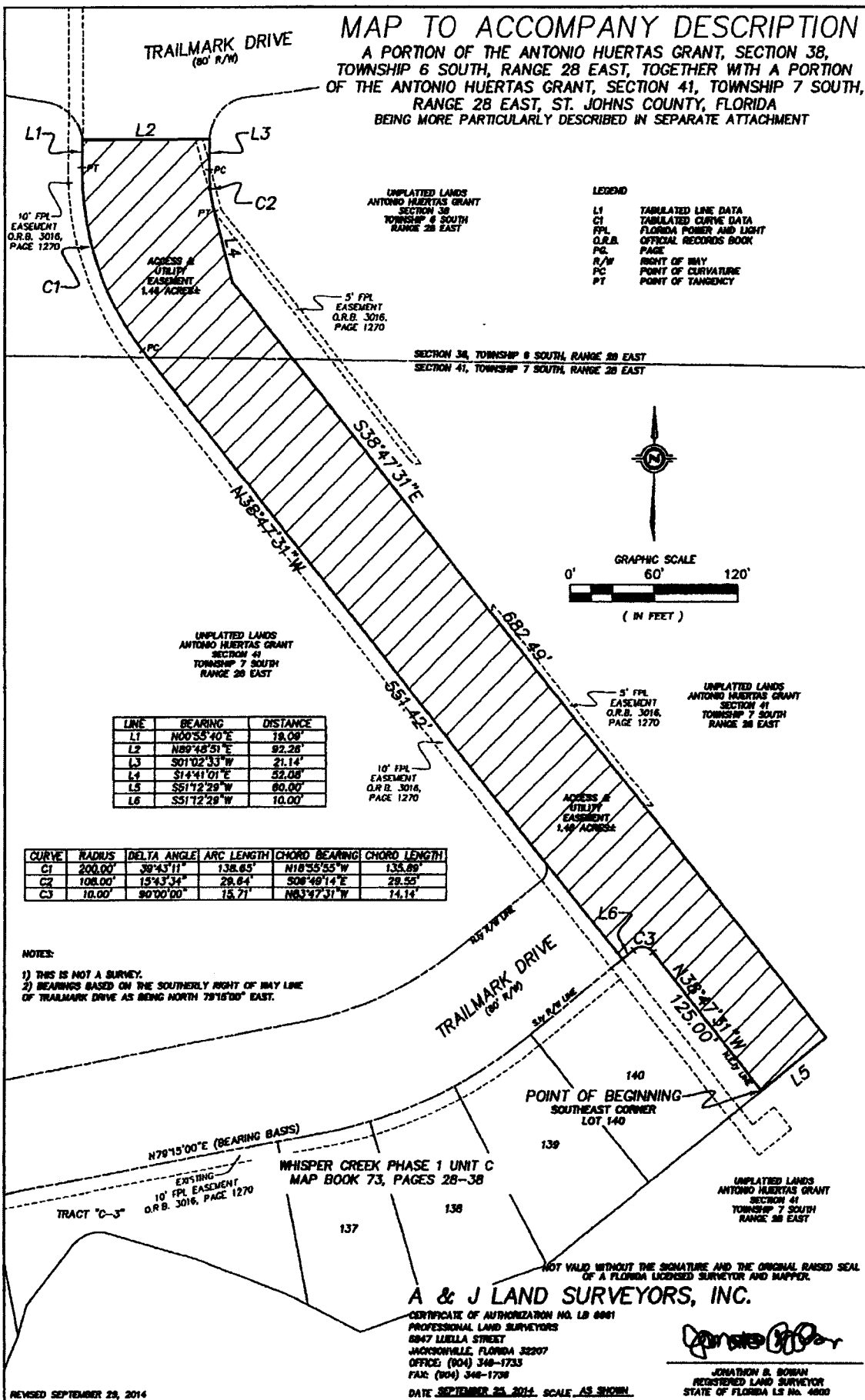
For a Point of Beginning, commence at the Southeast corner of Lot 140, Whisper Creek Phase 1 Unit C, as recorded in Map Book 73, pages 28 through 38, of the Public Records of said St. Johns County, Florida; thence along said Easterly line the following two (2) courses: 1) North $38^{\circ}47'31''$ West, 125.00 feet to the point of curvature of a curve concave Southerly having a radius of 10.00 feet; 2) Westerly along the arc of said curve, through a central angle of $90^{\circ}00'00''$, an arc length of 15.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $83^{\circ}47'31''$ West, 14.14 feet; thence South $51^{\circ}12'29''$ West, along the Southerly right of way line of Trailmark Drive, an 80 foot right of way as presently established, a distance of 10.00 feet; thence North $38^{\circ}47'31''$ West, 551.42 feet to the point of curvature of a curve concave Northeasterly having a radius of 200.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $39^{\circ}43'11''$, an arc length of 138.65 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $18^{\circ}55'55''$ West, 135.89 feet; thence North $00^{\circ}55'40''$ East, 19.09 feet to a point lying on the Southerly right of way line of said Trailmark Drive, an 80 foot right of way as presently established; thence North $89^{\circ}48'51''$ East, along said Southerly right of way line, 92.26 feet; thence South $01^{\circ}02'33''$ West, departing said Southerly right of way line, 21.14 feet to the point of curvature of a curve concave Easterly having a radius of 108.00 feet; thence Southerly along the arc of said curve, through a central angle of $15^{\circ}43'34''$, an arc length of 29.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $06^{\circ}49'14''$ East, 29.55 feet; thence South $14^{\circ}41'01''$ East, 52.08 feet; thence South $38^{\circ}47'31''$ East, 682.49 feet; thence South $51^{\circ}12'29''$ West, 60.00 feet to the Point of Beginning.

Containing 1.46 acres, more or less.

Exhibit "B" to Easement

MAP TO ACCOMPANY DESCRIPTION

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, TOGETHER WITH A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT



Prepared By:

Kathryn F. Whittington
Whittington Law, PLLC
24 Cathedral Place, Suite 600
St. Augustine, Florida 32084

TEMPORARY GRANT OF ACCESS EASEMENT

THIS INDENTURE, made this 16th day of JANUARY, 2015, between **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, hereinafter called "Grantor", and **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 Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, its successors and assigns, a non-exclusive temporary easement for ingress and egress over and across the following described real property situate in St. Johns County, Florida, to-wit:

Property as described on the attached Exhibit "A" and depicted on the attached Exhibit "B", incorporated by reference and made a part hereof (hereinafter referred to as "Edenton Road").

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid.

This Easement shall automatically terminate without the need for further documentation immediately upon approval by St. Johns County of a plat that includes a new public or private road that replaces Edenton Road with a new connector road that completes the loop of the existing Trailmark Drive located within the subdivision known as Whisper Creek of the Six Mile Creek Planned Unit Development and shown on the plat of Whisper Creek Phase 1, Units A and B recorded at Map Book 73, Pages 4 through

27 and the plat of Whisper Creek Phase 1 Unit C recorded at Map Book 73, Pages 28 through 38, all of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

SIX MILE CREEK INVESTMENT GROUP, LLC a Delaware limited liability company

Christian W. Kuhn
Print Name: Christian W. Kuhn

By: *Christian W. Kuhn*
Print Name: CHRISTIAN W. KUHN
Its: Vice-President

Dawn J. Kell
Print Name: Dawn Kell

STATE OF FLORIDA }
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 11th day of January, 2015, by Christian Kuhn, as the Vice-President of SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company, on behalf of the company.

Dawn J. Kell
Print Name: Dawn J. Kell
Notary Public
State of Florida at Large
Commission # FF 1166710
My Commission Expires: 10/07/2018
Personally Known or Produced ID
[check one of the above]
Type of Identification Produced

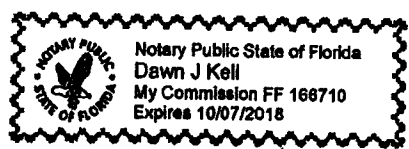


Exhibit "A" to Easement

Revised October 8, 2014

Revised September 29, 2014

Access Easement

A portion of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, together with a portion of the Antonio Huertas Grant, Section 41, Township 7 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southeast corner of Lot 140, Whisper Creek Phase 1 Unit C, as recorded in Map Book 73, pages 28 through 38, of the Public Records of said St. Johns County, Florida; thence along said Easterly line the following two (2) courses: 1) North 38°47'31" West, 125.00 feet to the point of curvature of a curve concave Southerly having a radius of 10.00 feet; 2) Westerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 15.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 83°47'31" West, 14.14 feet; thence South 51°12'29" West, along the Southerly right of way line of Trailmark Drive, an 80 foot right of way as presently established, a distance of 10.00 feet; thence North 38°47'31" West, 551.42 feet to the point of curvature of a curve concave Northeasterly having a radius of 200.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 39°43'11", an arc length of 138.65 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 18°55'55" West, 135.89 feet; thence North 00°55'40" East, 19.09 feet to a point lying on the Southerly right of way line of said Trailmark Drive, an 80 foot right of way as presently established; thence North 89°48'51" East, along said Southerly right of way line, 92.26 feet; thence South 01°02'33" West, departing said Southerly right of way line, 21.14 feet to the point of curvature of a curve concave Easterly having a radius of 108.00 feet; thence Southerly along the arc of said curve, through a central angle of 15°43'34", an arc length of 29.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 06°49'14" East, 29.55 feet; thence South 14°41'01" East, 52.08 feet; thence South 38°47'31" East, 682.49 feet; thence South 51°12'29" West, 60.00 feet to the Point of Beginning.

Containing 1.46 acres, more or less.



St. Johns County Board of County Commissioners

Utility Department

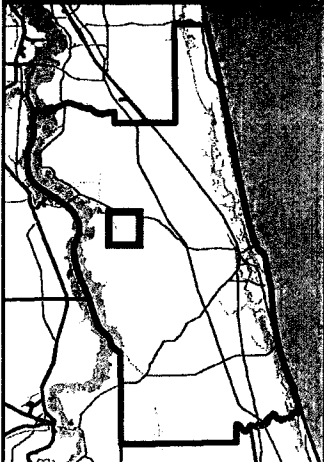
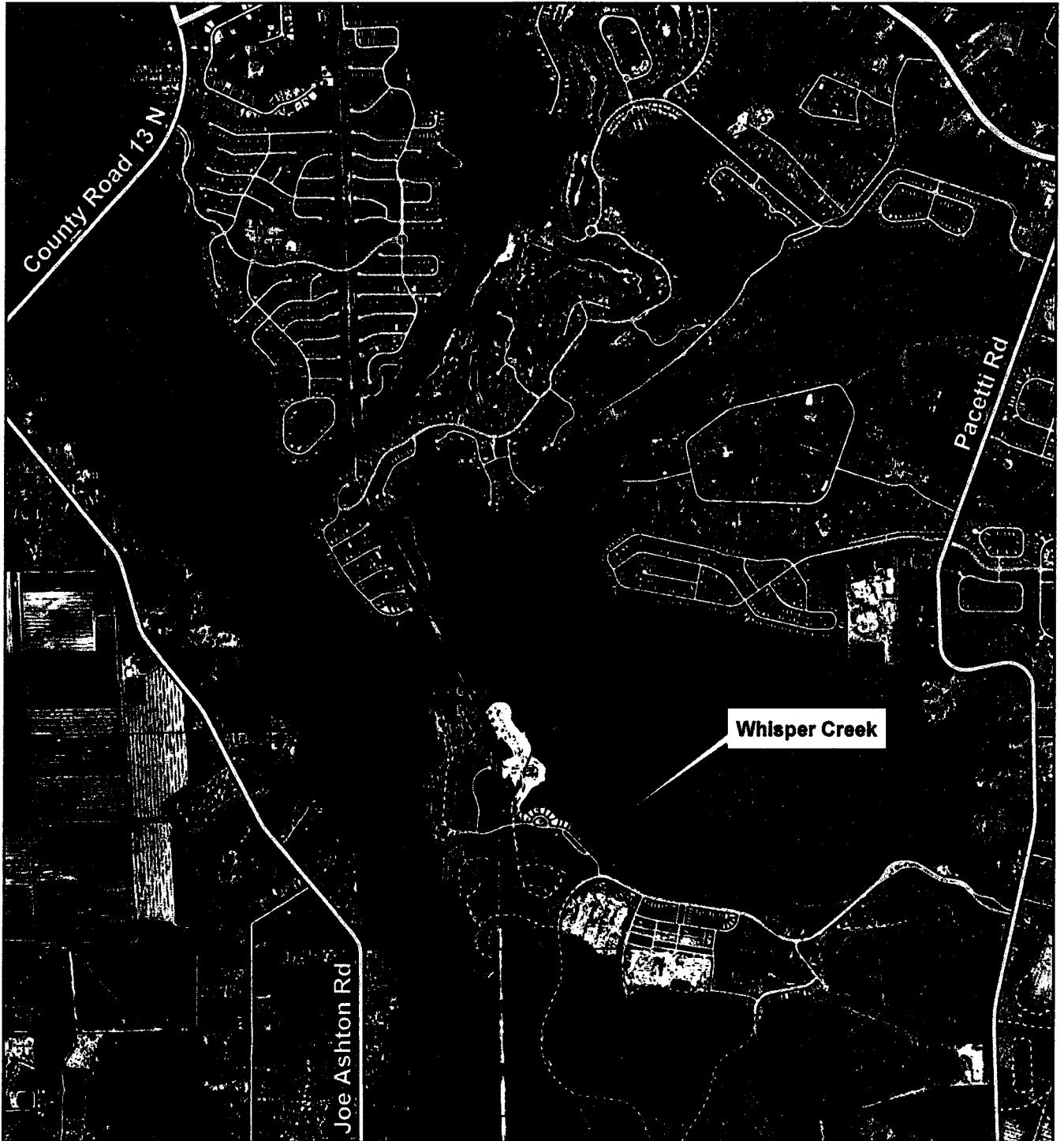
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Karri Thomas, Asset Management Tech
SUBJECT: Whisper Creek Future Phase
DATE: January 28, 2015

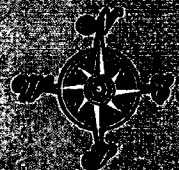
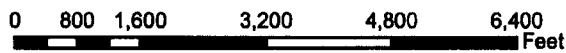
Please present the Easements to the Board of County Commissioners (BCC) for final approval and acceptance of the utility lines for a future phase of Whisper Creek subdivision.

After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and the recorded Easements for our files.

Your support and cooperation as always are greatly appreciated.



Whisper Creek Utilities



2008 Aerial Imagery

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: January 28, 2015
(904) 209-0788

DISCLAIMER
This map is for reference only. Only data provided received from multiple sources with varying levels of accuracy.