

RESOLUTION NO. 2015-46

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO SERVE PRAIRIE LAKES PHASE 3 & 4 LOCATED OFF COUNTY ROAD 214 AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER LINE.**

**RECITALS**

**WHEREAS**, Prairie Lakes of St. Augustine, 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 water service to serve Prairie Lakes Phase 3 & 4 located off County Road 214; and

**WHEREAS**, American Investments Associates, Inc., has executed a Bill of Sale and schedule of values conveying all personal property associated with the water line, 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.

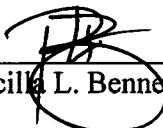
Section 2. The above described Easement for Utilities and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, 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 Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3<sup>rd</sup> day of March, 2015.

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

By:   
Priscilla L. Bennett, Chair

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk



**RENDITION DATE** 3/5/15

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 8<sup>th</sup> day of October, 2014  
by Prairie Lakes of St. Augustine LLC with an address of  
2520 SR 207 St. Aug, FL 32084 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 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** 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 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. 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.

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:

[Signature]  
Witness

Jonathan L Hartfield

Print Name

[Signature]  
Witness

JAMES HARTFIELD

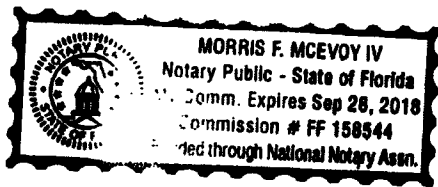
Print Name

By: Charles K Smith  
Its: PROJECT MANAGER

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 8th day of October, 2014 by Charles K. Smith who is personally known to me, or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public



**EXHIBIT "A" to Easement**

**EASEMENT AREA**

**THE 10 FOOT UTILITY EASEMENTS AS DEPICTED ON THE PLAT OF PRAIRIE LAKES PHASES 3 & 4, AS RECORDED IN MAP BOOK, 73, PAGES 39 THROUGH 45 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.**

**EXHIBIT "B" to Easement**

**INGRESS/EGRESS AREA**

**SOUTH PRAIRIE LAKES DRIVE, GOLDENROD LAKE DRIVE AND DIAMOND LAKE DRIVE AS DEPICTED ON THE PLAT OF PRAIRIE LAKES PHASES 3 & 4, AS RECORDED IN MAP BOOK, 73, PAGES 39 THROUGH 45, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.**



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for

**Prairie Lakes Phases 3 & 4**

American Investments Associates Inc. / 99 Orange Street St. Augustine, FL 32084, (the "Seller") for and in consideration of the sum of One hundred Seventy Seven Thousand Six Hundred Ten and No/100 Dollars (\$177,610.81) 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:

Watermain.- See Exhibit A -Schedule of Values Page 1 of 1

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 9 of Sept., 2014

**WITNESS:**

Nicole Besch

Witness Signature

Nicole Besch

Print Witness Name

**OWNER:**

Eddie Smith

Owner's Signature

Eddie Smith

Print Owner's Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 9 day of Sept, 2014, by Eddie Smith who is personally known to me or has produced \_\_\_\_\_ as identification.

**THOMAS A. HOWARD**  
Notary Public, State of Florida  
My Comm. Expires Jan. 7, 2016  
Commission No. EE 152082

Thomas A. Howard  
Notary Public



# St. Johns County Utility Department

Asset Management

Schedule of Values

EXHIBIT A PAGE 1 OF 1 to Bill of Sale

Project Name:

PRAIRIE LAKES PHASE 3 AND 4

Contractor:

JACKSONVILLE EIGHTEEN CONSTRUCTION INC.

Developer:

AMERICAN INVESTMENT ASSOCIATES INC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
2" SDR 21 PIPE	LF	800	\$ 8.15	\$ 6,520.00
4" DR 25 PIPE	LF	160	\$ 10.03	\$ 1,604.80
6" DR 25 PIPE	LF	60	\$ 15.01	\$ 900.60
8" DR 25 PIPE	LF	920	\$ 13.34	\$ 12,272.80
10" DR 25 PIPE	LF	2080	\$ 25.93	\$ 53,934.40
12" DIRECTIONAL DRILL WATERMAIN	LF	65	\$ 116.09	\$ 7,545.85
21" CASING PIPE	LF	140	\$ 58.51	\$ 8,191.40
8" PIPE BELL RESTRAINTS	EA	22	\$ 85.08	\$ 1,871.76
10" PIPE BELL RESTRAINTS	EA	52	\$ 133.71	\$ 6,952.92
8X6 TEE	EA	2	\$ 336.57	\$ 673.14
10X6 TEE	EA	4	\$ 442.86	\$ 1,771.44
10X8 TEE	EA	2	\$ 467.99	\$ 935.98
12X10 REDUCER	EA	2	\$ 365.12	\$ 730.24
4X2 REDUCER	EA	2	\$ 74.31	\$ 148.62
8X4 REDUCER	EA	2	\$ 160.99	\$ 321.98
10X2 TAPT CAP	EA	1	\$ 213.40	\$ 213.40
2" 22.5 DEG BEND	EA	13	\$ 35.14	\$ 456.82
4" 45 DEG BEND	EA	1	\$ 119.31	\$ 119.31
8" 45 DEG BEND	EA	6	\$ 213.55	\$ 1,281.30
10" 45 DEG BEND	EA	7	\$ 330.26	\$ 2,311.82
10" 22.5 DEG BEND	EA	6	\$ 362.94	\$ 2,177.64
2" PVC CONFLICT CROSSING	EA	1	\$ 767.60	\$ 767.60
4" PVC CONFLICT CROSSING	EA	1	\$ 1,643.02	\$ 1,643.02
10" PVC CONFLICT CROSSING	EA	3	\$ 2,892.69	\$ 8,678.07
10X2 SADDLE	EA	1	\$ 398.37	\$ 398.37
3/4" SAMPLE POINT	EA	4	\$ 293.61	\$ 1,174.44
<b>Water Valves (Size and Type)</b>				
6" GATE VALVE	Ea	6	\$ 730.93	\$ 4,385.58
8" GATE VALVE	Ea	2	\$ 1,033.05	\$ 2,066.10
10" GATE VALVE	Ea	3	\$ 1,532.09	\$ 4,596.27
10X10 TAP SLV & VLV	Ea	1	\$ 4,810.90	\$ 4,810.90
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
FIRE HYDRANT	Ea	6	\$ 2,266.25	\$ 13,597.50
FLUSHING HYDRANT	Ea	3	\$ 1,053.78	\$ 3,161.34
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
1" SHORT SINGLE SERVICE	Ea	6	\$ 500.95	\$ 3,005.70
1" LONG SINGLE SERVICE	Ea	6	\$ 693.45	\$ 4,160.70
1" LONG DOUBLE SERVICE	Ea	7	\$ 893.00	\$ 6,251.00
1" LONG DOUBLE SERVICE	Ea	10	\$ 797.80	\$ 7,978.00
<b>Total Water System Cost</b>				<b>\$ 177,610.81</b>



**St. Johns County Board of County Commissioners**

Utility Department

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**INTEROFFICE MEMORANDUM**

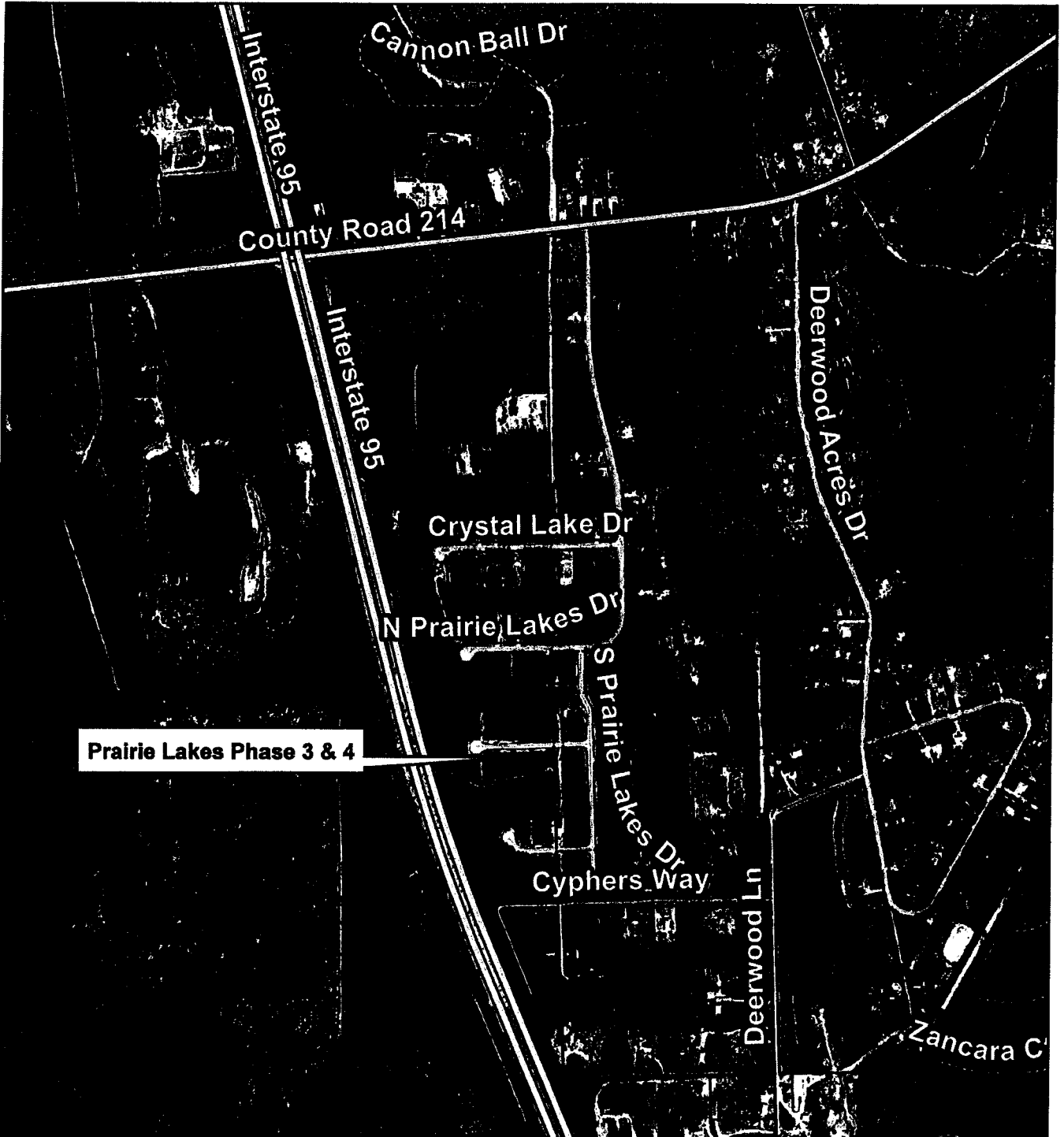
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**TO:** Nanette Bradbury, Real Estate Coordinator  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**SUBJECT:** Prairie Lakes Phase 3 & 4  
**DATE:** January 29, 2015

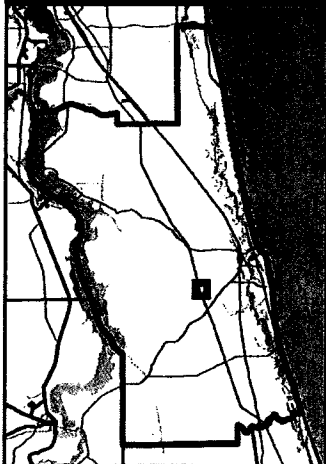
Please present the Easement, Bill of Sale, and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Prairie Lakes Phases 3 & 4.

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.

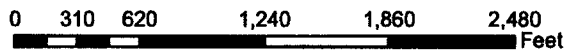


Prairie Lakes Phase 3 & 4



# Prairie Lakes Phase 3 & 4

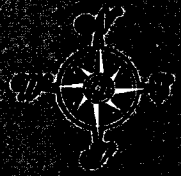
## Easement for Utilities



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
Date: February 2, 2015  
(904) 209-0788



2008 Aerial Imagery

DISCLAIMER  
This map is for general informational purposes only. It is not intended to be used for any legal or financial purposes. The information is derived from multiple sources and is not guaranteed to be accurate. The user assumes all responsibility for any errors or omissions.