

RESOLUTION NO. 2016- 200

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO PROVIDE WATER SERVICE WITHIN LEGACY TRAIL SUBDIVISION LOCATED OFF SOUTH LEGACY TRAIL AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM.**

**RECITALS**

**WHEREAS**, Patriot Ridge, LLP, 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 service within Legacy Trail subdivision located off South Legacy Trail; and

**WHEREAS**, Patriot Ridge, LLP, has executed a Bill of Sale and schedule of values conveying all personal property associated with the water 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 and Schedule of Values attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

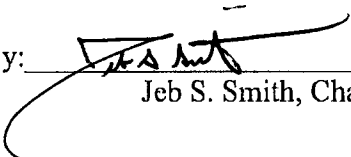
Section 3. To the extent that there are typographical, scrivener's or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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.

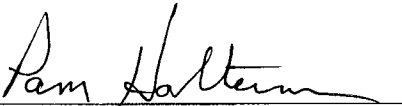
PASSED AND ADOPTED this 19 day of July, 2016.

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

By: \_\_\_\_\_

  
Jeb S. Smith, Chair

**ATTEST:** Hunter S. Conrad, Clerk

  
Deputy Clerk

**RENDITION DATE** 7/21/16



EXHIBIT "A" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 22 day of March, 2016 by **PATRIOT RIDGE, LLP**, a limited liability partnership, with an address of 2955 Hartley Road, Suite 108, Jacksonville, FL 32257, 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 (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 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.

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:

PATRIOT RIDGE, LLP

[Signature]  
Witness

By: [Signature]  
Its: Managing Partner

SARA J. HAU  
Print Name

[Signature]  
Witness

SHARON A. HUDSON  
Print Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 22 day of March, 2016, by Gregory E. Matovina, Managing Partner of Patriot Ridge, LLP, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

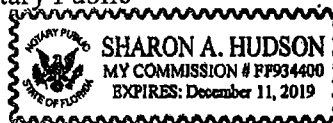
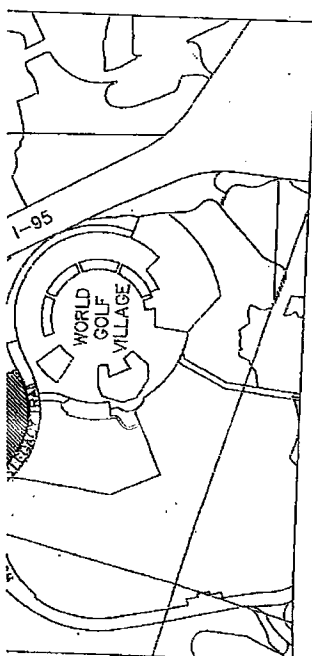


EXHIBIT "A"

Page 1

EASEMENT AREA

The private roads (Back Nine Drive, Perfect Drive, Acé Court), as depicted on the plat of LEGACY TRAIL, according to the plat thereof recorded in Map Book 78, Page 41, et. seq., of the public records of St. Johns County, Florida.



VICINITY MAP N.T.S.

THE VALUES IN PARENTHESES IN THE GEOMETRIC CONTROL RELIED UPON FOR THESE VALUES ARE ST. JOHNS COUNTY GPS MONUMENTS 6010 AND 6031.

NORTHING: 2082987.2768 EASTING: 550860.6542  
 NORTHING: 2086066.2282 EASTING: 530942.5616  
 COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983/1991 - STATE PLANE COORDINATES - FLORIDA EAST ZONE - (U.S. FEET)

POINT	NORTHING	EASTING	DESCRIPTION
1	2088107.577	506478.089	PRM-SW CORNER OF TRACT 'A'
2	2088393.253	507499.234	PRM-NE CORNER OF LOT 20

3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEFINITION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDDED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. (FLORIDA STATUTE 177.051)

- CERTAIN EASEMENTS ARE RESERVED FOR FLORIDA POWER & LIGHT FOR IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE INSTALLATION, OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, WITH THE FACILITIES, MAINTENANCE, AND OPERATION CABLE TELEVISION SERVICE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, SHOW HEREON ARE FOR PICTORIAL PURPOSES ONLY AND DO NOT REPRESENT AN ACTUAL "AS-BUILT" SITUATION. THEY ARE BASED ON THE ENGINE PLANS FOR THIS PLAT. THE LIMITS ARE FROM TOP OF BANK TO TOP OF BANK OF EACH STORMWATER MANAGEMENT FACILITY & DRAINAGE EASEMENT.
- THE SOUTHERLY LIMITS OF LOTS 1, 2, 3, & TRACT 'C' IS THE NORTHERLY LIMIT OF THE SOUTHERLY LIMITS OF LOTS 21, 22, 23, & 30 IS THE NORTHERLY LIMIT. SEE SHEET 3 OF 5 FOR EASEMENTS AFFECTING PROPERTY

POINT # 2  
 N 2058393.253  
 E 507499.234

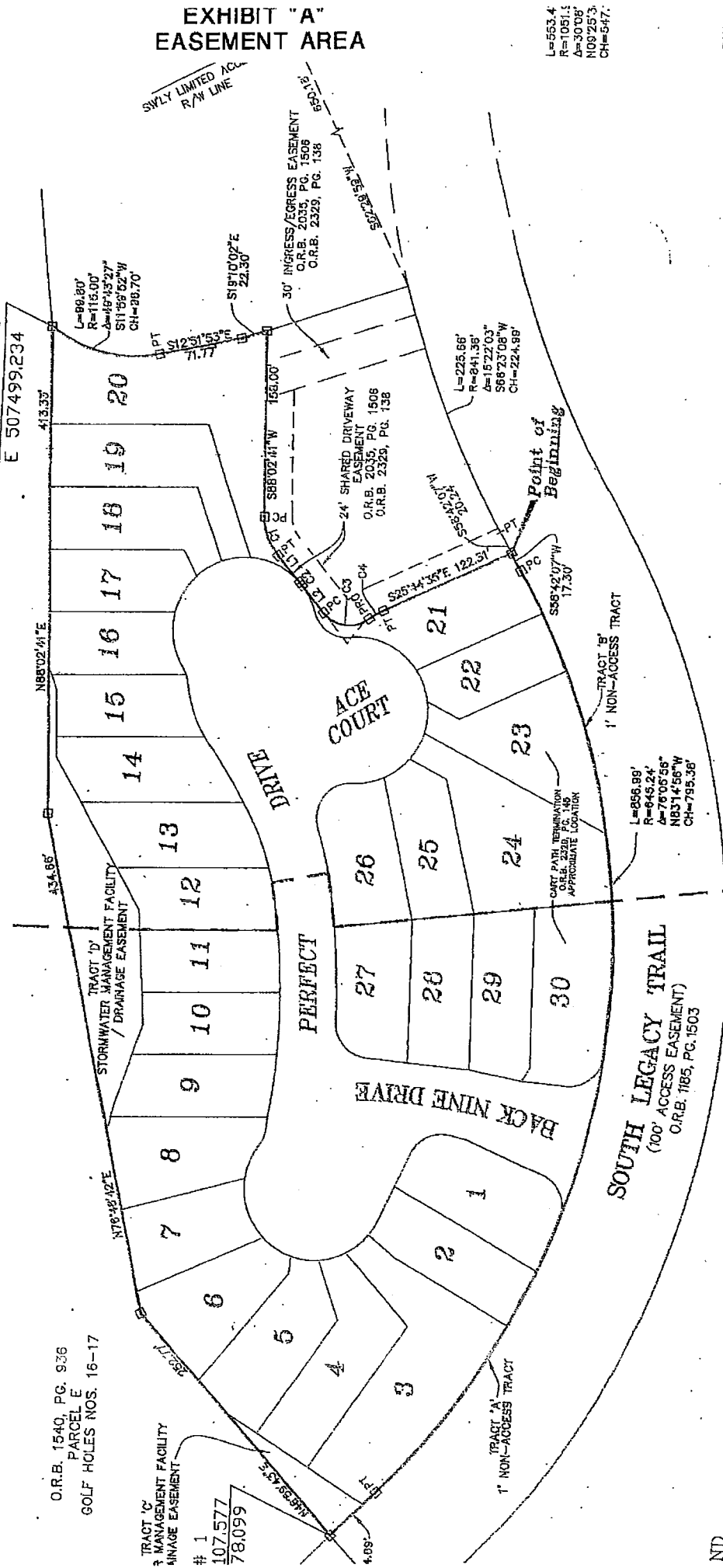


EXHIBIT 'A'  
 EASEMENT AREA

L=563.4  
 R=1051.5  
 Δ=30°08'  
 N09°25'3"  
 CH=547.7

SOUTH  
 SECTIC

SHEET 5 OF 5

SHEET 4 OF 5

ND  
 -OF-WAY  
 H  
 S

EXHIBIT "B" TO RESOLUTION



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for  
**LEGACY TRAIL**

PATRIOT RIDGE, LLP, (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:

In accordance with Exhibit "A"

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 3<sup>RD</sup> of FEBRUARY, 2016

WITNESS:

Sara J. Hall  
Witness Signature  
Sara J. Hall  
Print Witness Name

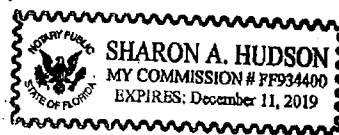
OWNER:

Gregory E. Matovina  
Owner's Signature  
GREGORY E MATOVINA  
Print Owner's Name

State of Florida  
County of DUVAL

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of FEBRUARY, 2016, by GREGORY E MATOVINA, MANAGING PARTNER who is personally known to me or has produced \_\_\_\_\_ as identification.

Sharon A. Hudson  
Notary Public





# St. Johns County Utility Department

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## Schedule of Values

Project Name:

LEGACY TRAIL

Contractor:

JAX UTILITIES MANAGEMENT, INC.

Developer:

PATRIOT RIDGE, LLP

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
		0	\$ -	\$ -
2" POLY	LF	120	\$ 12.00	\$ 1,440.00
4" DR 18	LF	930	\$ 16.00	\$ 14,880.00
6" DR 18	LF	530	\$ 21.00	\$ 11,130.00
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
4" GATE VALVE	Ea	3	\$ 900.00	\$ 2,700.00
6" GATE VALVE	Ea	2	\$ 1,100.00	\$ 2,200.00
6" TAPPING VALVE	Ea	1	\$ 2,500.00	\$ 2,500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
6" FIRE HYDRANT	Ea	1	\$ 2,800.00	\$ 2,800.00
FLUSH HYDRANT	Ea	1	\$ 1,440.00	\$ 1,440.00
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
SINGLE 1" SERVICE	Ea	2	\$ 650.00	\$ 1,300.00
DOUBLE 1" SERVICE	Ea	14	\$ 1,150.00	\$ 16,100.00
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 56,490.00</b>



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

Utility Department

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**INTEROFFICE MEMORANDUM**

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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Legacy Trail  
DATE: May 26, 2016

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

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.



  
 2013 Aerial Imagery  
 0    250    500  
 Feet  
 June 7, 2016

# LEGACY TRAIL

## *Easement for Utilities*

Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0764

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.

