

RESOLUTION NO. 2016- 87

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO PROVIDE REUSE, WATER AND SEWER SERVICE TO SOUTHAVEN PHASE 1A LOCATED OFF INTERNATIONAL GOLF PARKWAY AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE REUSE, WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, RREF III-P-EP BANNON LAKES JV, LLC, a limited liability company organized and existing under the laws of the State of Delaware, 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 reuse, water and sewer service to serve Southaven Phase 1A located off International Golf Parkway; and

WHEREAS, Southaven Land Associates, LLC, has executed a Bill of Sale and schedule of values conveying all personal property associated with the reuse, 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.

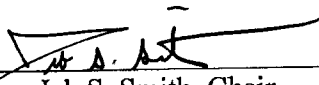
Section 2. The above described Easement for Utilities and Bill of Sale and Schedule of Values attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, 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.

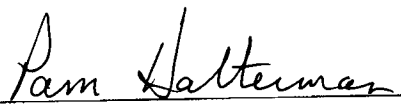
Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 5th day of April, 2016.

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

By: 
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk


Deputy Clerk

RENDITION DATE 4/7/16



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 17 day of ^{February}~~January~~, 2016, by **RREF III-P-EP BANNON LAKES JV, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, with an address of 790 Northwest 107th Avenue, 4th Floor, Miami, Florida 33172, hereinafter called "Grantor," to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, with an address of 500 San Sebastian View, St. Augustine, Florida 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, lift stations, sewer force mains and reuse 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 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) PUMP STATION & 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 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.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the utility system.

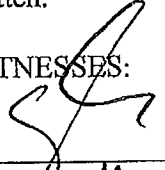
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, 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 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.

WITNESSES:



(Sign on this line.) Michael McCoy

(Print name legibly on this line.)



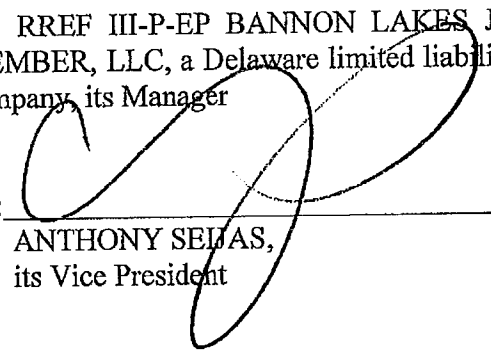
(Sign on this line.) ROBERTO ZABARO

(Print name legibly on this line.)

GRANTOR:

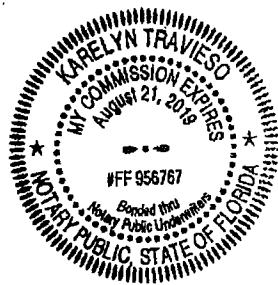
RREF III-P-EP BANNON LAKES JV, LLC, a Delaware limited liability company

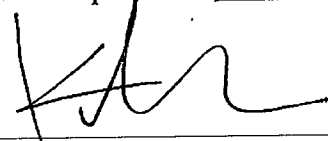
By: RREF III-P-EP BANNON LAKES JV MEMBER, LLC, a Delaware limited liability company, its Manager


By: _____
ANTHONY SEIJAS,
its Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to and subscribed before me this 17 day of January, 2016, by ANTHONY SEIJAS, as Vice President of RREF III-P-EP BANNON LAKES JV MEMBER, LLC, a Delaware limited liability company, as Manager of RREF III-P-EP BANNON LAKES JV, LLC, a Delaware limited liability company, on behalf of the said limited liability companies, who is personally known to me or has produced _____ as identification.





(Sign on this line) Karelyn Travieso

(Legibly print name on this line)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: 8/21/19

(SEAL)

EXHIBIT "A"

Easement Area

A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SECTION 45, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE; THENCE SOUTH 01°39'23" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 45, SECTION 46, THE LORENZO CAPO GRANT, SAID TOWNSHIP AND RANGE AND SECTION 48, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE, A DISTANCE OF 5397.43 FEET; THENCE SOUTH 01°37'40" EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID SECTION 48, A DISTANCE OF 3800.99 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, (ALSO KNOWN AS NINE MILE ROAD, A 66 FOOT RIGHT-OF-WAY PER EXISTING MONUMENTATION AND LOCAL RECOGNITION); THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE No. 1: SOUTH 54°09'58" WEST, 398.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1009.18 FEET, AN ARC DISTANCE OF 308.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°24'41" WEST, 307.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE No. 3: SOUTH 36°39'24" WEST, 1152.36 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 4: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 228.69 FEET, AN ARC DISTANCE OF 209.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°55'41" WEST, 202.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE No. 5: SOUTH 89°11'58" WEST, 2475.72 FEET, TO THE POINT OF BEGINNING; COURSE No. 6: CONTINUE SOUTH 89°11'58" WEST, 1345.18 FEET; COURSE No. 7: SOUTH 89°36'40" WEST, 1915.03 FEET TO THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY OF INTERSTATE NO. 95, A VARIABLE WIDTH RIGHT-OF-WAY, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431; THENCE NORTH 79°53'02" WEST, ALONG LAST SAID LINE, 285.21 FEET; THENCE NORTH 89°36'40" EAST, 1452.78 FEET; THENCE SOUTH 85°37'59" EAST, 90.46 FEET; THENCE NORTH 89°36'40" EAST, 652.37 FEET; THENCE NORTH 89°11'58" EAST, 1359.86 FEET; THENCE SOUTH 17°38'33" WEST, 46.91 FEET; TO THE POINT OF BEGINNING.

CONTAINING 3.71 ACRES, MORE OR LESS.

A PORTION OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SECTION 45, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE; THENCE SOUTH 01°39'23" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 45, SECTION 46, THE LORENZO CAPO GRANT, SAID TOWNSHIP AND RANGE AND SECTION 48, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE, A DISTANCE OF 5397.43 FEET; THENCE SOUTH 01°37'40" EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID SECTION 48, A DISTANCE OF 3800.99 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, (ALSO KNOWN AS NINE MILE ROAD, A 66 FOOT RIGHT-OF-WAY PER EXISTING MONUMENTATION AND LOCAL RECOGNITION); THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE No. 1: SOUTH 54°09'58" WEST, 398.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1009.18 FEET, AN ARC DISTANCE OF 308.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°24'41" WEST, 307.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE No. 3: SOUTH 36°39'24" WEST, 1152.36 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 4: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 228.69 FEET, AN ARC DISTANCE OF 209.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°55'41" WEST, 202.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE No. 5: SOUTH 89°11'58" WEST, 2475.72 FEET; COURSE No. 6: CONTINUE SOUTH 89°11'58" WEST, 1345.18 FEET; COURSE No. 7: SOUTH 89°36'40" WEST, 882.27 FEET; THENCE NORTH 00°23'20" WEST, DEPARTING LAST SAID LINE, 52.00 FEET, TO AN INTERSECTION WITH A LINE LYING 52.00 FEET NORTHERLY OF AND PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, AND THE POINT OF BEGINNING; THENCE SOUTH 89°36'40" WEST, ALONG SAID PARALLEL LINE, 1313.18 FEET, TO THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95, A VARIABLE WIDTH RIGHT-OF-WAY, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431; THENCE NORTH 79°53'02" WEST, ALONG LAST SAID LINE, 109.69 FEET; THENCE NORTH 89°36'40" EAST, 873.45 FEET; THENCE NORTH 45°00'00" EAST, 7.12 FEET; THENCE NORTH 00°00'00" EAST, 35.00 FEET; THENCE NORTH 90°00'00" EAST, 129.00 FEET; THENCE SOUTH 00°00'00" EAST, 34.38 FEET; THENCE SOUTH 45°00'00" EAST, 6.67 FEET; THENCE NORTH 89°36'40" EAST, 409.24 FEET; THENCE SOUTH 00°45'36" WEST, 20.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.75 ACRES, MORE OR LESS.



BILL OF SALE
UTILITY IMPROVEMENTS
for

Southaven PUD Off-Site Utility

Southaven Land Associates, LLC 605 Palencia Club Drive St Augustine, Florida
(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 "Attachment 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 25 of September, 2015.

WITNESS:

Laci LeDuke
Witness Signature

Laci LeDuke
Print Witness Name

OWNER:

Michael T. Harrison
Owner's Signature

Michael T. Harrison, Senior Managing Director
Print Owner's Name

State of GA
County of DEKALB

The foregoing instrument was acknowledged before me this 25 day of SEPTEMBER, 2015, by Michael T. Harrison who is personally known to me or has produced _____ as identification.

Trisha J. Loback
Notary Public





St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:
 Contractor:
 Developer:

SOUTHAVEN PUD / OFFSITE UTILITY REUSE
GLOBAL CONTRACTING GROUP, LLC
SOUTHAVEN LAND ASSOCIATES, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
16" DR 25 North American	LF	1420	\$ 69.00	\$ 97,980.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
16" American	Ea	3	\$ 4,660.00	\$ 13,980.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ 111,960.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:
 Contractor:
 Developer:

SOUTHAVEN PUD / OFFSITE UTILITY SEWER
GLOBAL CONTRACTING GROUP LLC
SOUTHAVEN LAND ASSOCIATES, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
10" DR 25 PVC NORTH AMERICAN	LF	1130	\$ 51.00	\$ 57,630.00
8" HDPE OPEN CUT	LF	60	\$ 47.00	\$ 2,820.00
8" HDPE DIRECTIONAL DRILL	LF	80	\$ 120.00	\$ 9,600.00
8" DR 25 PVC NORTH AMERICAN	LF	1560	\$ 43.00	\$ 67,080.00
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
10" AMERICAN	EA	3	\$ 4,725.00	\$ 14,175.00
6" AMERICAN	EA	4	\$ 1,575.00	\$ 6,300.00
AIR RELEASE VALVE ASSEMBLY	EA	5	\$ 5,276.00	\$ 26,380.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
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			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
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				\$ 183,985.00



Exhibit "C" to Resolution

St. Johns County Board of County Commissioners

Utility Department

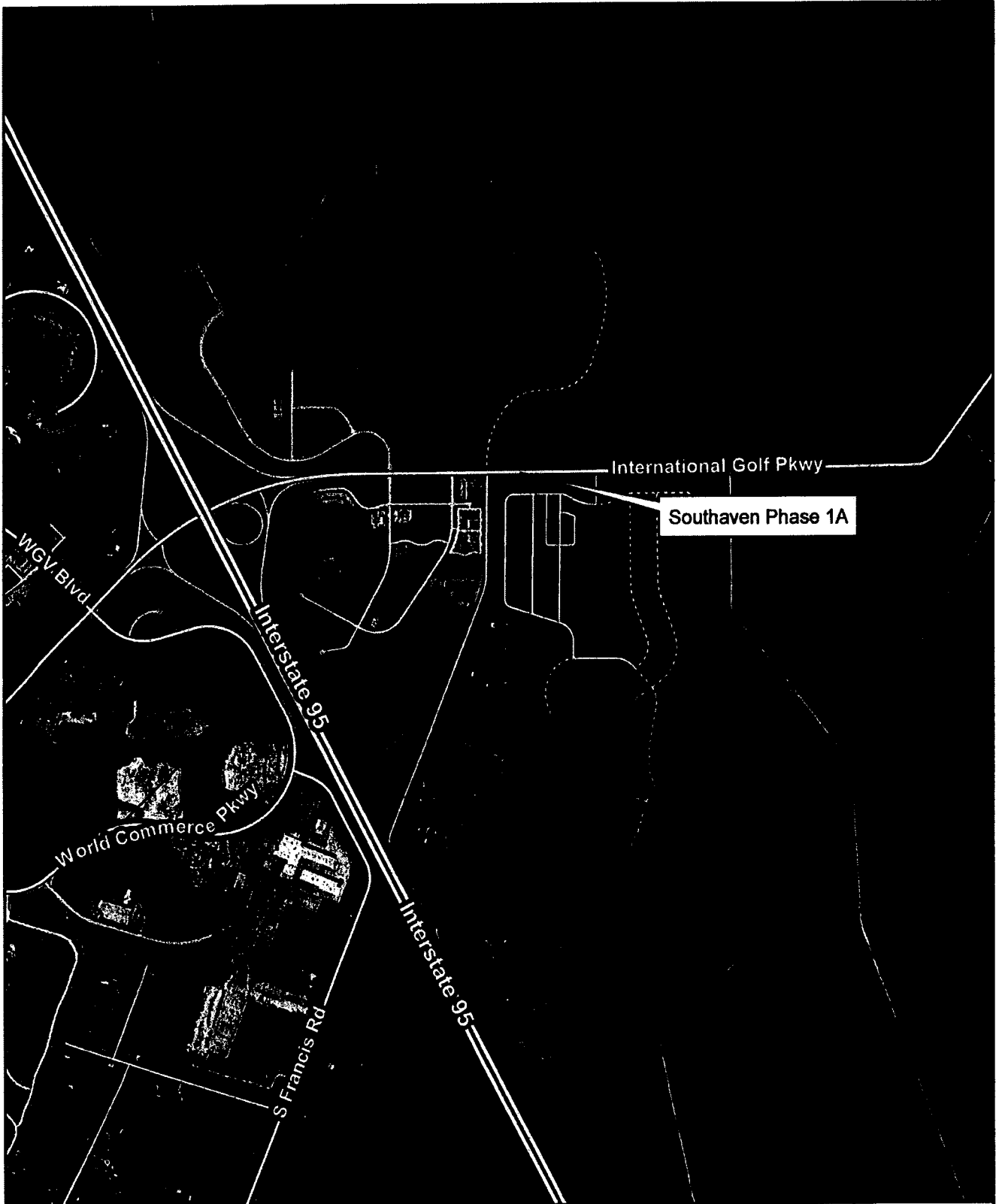
INTEROFFICE MEMORANDUM

TO: Sheri Lewis, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Southhaven PUD Phase 1A
DATE: February 23, 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 Southhaven PUD Phase 1A.

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
0 500 1,000
Feet
February 29, 2016

Southaven Phase 1A

*Easement for Utiliteis
and Bill of Sale*

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.

