

RESOLUTION NO. 2017- 374

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND A BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY SERVING SOUTHAVEN PHASE IIA LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, Southaven Land Associates, LLC, a Delaware 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, serving Southaven Phase IIA located off International Golf Parkway; and

WHEREAS, Southaven Community Development District has executed a Bill of Sale and Schedule of Values conveying all personal property serving Southaven Phase IIA, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, St. Johns County Utility Department has reviewed and recommends acceptance of the documents mentioned above and described in the 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 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.

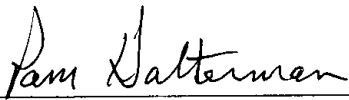
PASSED AND ADOPTED this 21st day of November, 2017.

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

By: 
Henry Dean, Chairman

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 11/22/17


Deputy Clerk

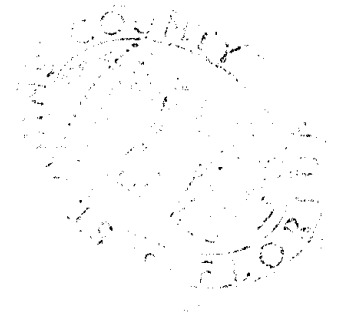


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 10th day of August, 2017 by **SOUTHAVEN LAND ASSOCIATES, LLC**, with an address of 605 Palencia Club Drive St Augustine Florida 32095, 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, reuse 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) 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 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 Signature

[Signature]
Print Name

[Signature]
Witness Signature

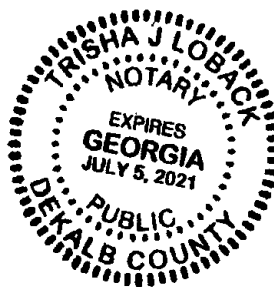
KARI COOPER
Print Name

State of GEORGIA
County of DEKALB

By: [Signature]

[Signature] Print Name: Michael T Harrison

Its: Senior Managing Director



The foregoing instrument was acknowledged before me this 10 day of August, 2017, by Michael T. Harrison who is personally known to me or has produced as identification.

[Signature]
Notary Public

EXHIBIT "A"

EASEMENT AREA

BEING THE PLATTED ROAD RIGHTS-OF-WAY OF RENWICK PARKWAY,
LATROBE AVENUE AND KIRKSIDE AVENUE AS SHOWN ON THE PLAT OF
SOUTHAVEN PHASE IIA AS RECORDED IN MAP BOOK 86, PAGE 77-84 OF THE
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

EXHIBIT "B" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for

SOUTHAVEN PUD PHASE IIA

Southaven Community Development District, 2806 North 5th Street St Augustine Florida 32084, (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:

"EXHIBIT A SCHEDULE OF VALUES FOR SOUTHAVEN PUD PHASE IIA"

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 11th of August, 2017.

WITNESS:

Witness Signature

SEAN MANSON

Print Witness Name

OWNER:

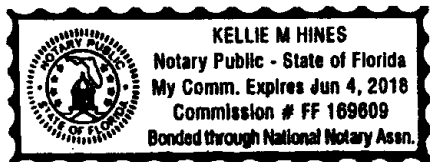
Owner's Signature

Walter O'Shea, Chairman

Print Owner's Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 11th day of August, 2017, by Walter O'Shea who is personally known to me or has produced _____ as identification.

Notary Public



St. Johns County Utility Department
 Asset Management
 Schedule of Values

EXHIBIT A

Project Name: SOUTHAVEN PUD PHASE IIA
 Contractor: A. J. JOHNS, INC.
 Developer: SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Main (8" to 10" DR-18 PVC)				
10" PVC DR-18 WATER MAIN	LF	293	\$ 27.23	\$ 7,978.39
8" PVC DR-18 WATER MAIN	LF	1914	\$ 17.65	\$ 33,782.10
6" PVC DR-18 WATER MAIN	LF	141	\$ 12.04	\$ 1,697.64
4" PVC DR-18 WATER MAIN	LF	101	\$ 9.22	\$ 931.22
2" POLY SDR 9	LF	118	\$ 10.89	\$ 1,285.02
10" HDPE DR 11	LF	81	\$ 75.52	\$ 6,117.12
4" HDPE DR 11	LF	34	\$ 32.30	\$ 1,098.20
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Main (8" and 10" GATE VALVE)				
8" GATE VALVE	EA	6	\$ 2,052.77	\$ 12,316.62
6" GATE VALVE	EA	5	\$ 1,268.88	\$ 6,344.40
4" GATE VALVE	EA	2	\$ 900.43	\$ 1,800.86
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Water Main (8" and 10" FIRE HYDRANT)				
6" FIRE HYDRANT	EA	4	\$ 3,888.82	\$ 15,555.28
2" FLUSHING HYDRANT	EA	1	\$ 816.75	\$ 816.75
			\$ -	\$ -
Service (8" and 10")				
1" LONG DOUBLE SERVICES	EA	8	\$ 809.11	\$ 6,472.88
1" SHORT SINGLE SERVICES	EA	39	\$ 537.02	\$ 20,943.78
1" LONG SINGLE SERVICES	EA	1	\$ 687.02	\$ 687.02
4" LONG SINGLE SERVICE	EA	1	\$ 985.22	\$ 985.22
			\$ -	\$ -
TOTAL WATER SYSTEM COST				\$ 118,812.50



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: SOUTHAVEN PUD PHASE IIA
 Contractor: A. J. JOHNS, INC.
 Developer: SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" PVC SDR-26	LF	2077	\$ 17.64	\$ 36,638.28
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
SEWER SERVICES	EA	55	\$ 522.33	\$ 28,728.15
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
TYPE A	EA	7	\$ 3,222.56	\$ 22,557.85
TYPE B	EA	1	\$ 8,214.34	\$ 8,214.34
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
TOTAL SEWER SYSTEM COST				\$ 96,138.62



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: SOUTHAVEN PUD PHASE IIA
 Contractor: A. J. JOHNS, INC.
 Developer: SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
10" HDPE DR 11	LF	67	\$ 78.65	\$ 5,269.55
8" PVC DR 18	LF	1349	\$ 16.88	\$ 22,771.12
6" PVC DR 18	LF	484	\$ 15.09	\$ 7,303.56
4" PVC DR 18	LF	202	\$ 13.77	\$ 2,781.54
2" POLY SDR 9	LF	168	\$ 7.71	\$ 1,295.28
Reuse Valves (Size and Type)				
8" GATE VALVE	EA	5	\$ 2,052.87	\$ 10,264.35
6" GATE VALVE	EA	1	\$ 1,268.88	\$ 1,268.88
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Hydrants (Size and Type)				
2" FLUSHING HYDRANT	EA	1	\$ 803.91	\$ 803.91
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Services (Size and Type)				
1" LONG DOUBLE SERVICES	EA	15	\$ 765.75	\$ 11,486.25
1" LONG SINGLE SERVICES	EA	2	\$ 655.95	\$ 1,311.90
1" SHORT SINGLE SERVICES	EA	24	\$ 522.41	\$ 12,537.84
	EA		\$ -	\$ -
Total Reuse System Cost				\$ 77,094.18



St. Johns County Board of County Commissioners

Utility Department

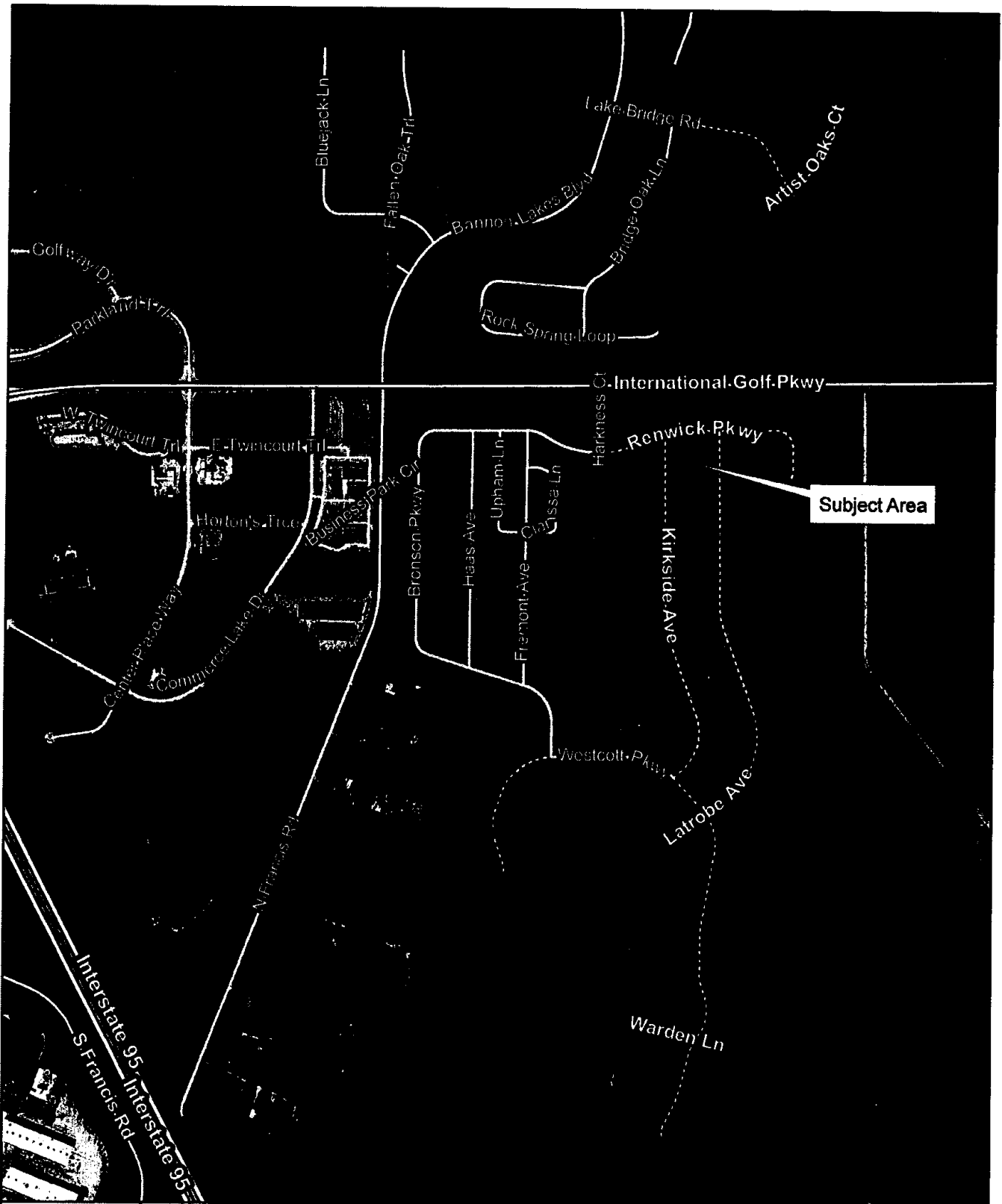
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Southaven PUD Phase 2A
DATE: October 17, 2017

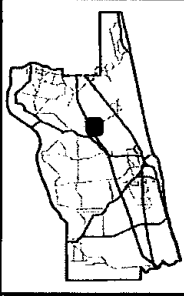
Please present the Easement, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Southaven PUD Phase 2A.

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.



Subject Area




 2013 Aerial Imagery
 0 150300
 Feet
 October 23, 2017

Easement for Utilities
 and Bill of Sale

Southaven Phase IIA

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.

