

RESOLUTION NO. 2017- 73

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE LION GATE ONE, LLC LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, Lion Gate One, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", and 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, to serve Lion Gate One located off International Golf Parkway; 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 7th day of March, 2017.

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

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

Pam Halterman
Deputy Clerk

RENDITION DATE 3/9/17

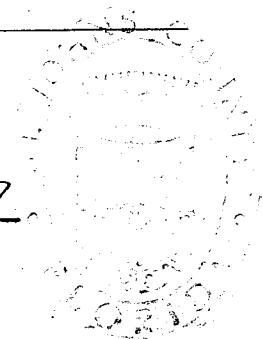


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 28 day of October, 2016
by E. Dayan Sandler, with an address of
13720 Old St. Augustine Rd. 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 meters 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. WATER SYSTEM - The Grantee shall maintain water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.

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:

LION GATE ONE, LLC

Henry L Turner
Witness Signature

HENRY L TURNER
Print Name

[Signature]
Witness Signature

JARCO VINCENT
Print Name

By: [Signature]

Print Name: E. Dayan Sandler

Its: President

By: E. Dayan Sandler
As Managing Partner

State of FL
County of DUVAL

The foregoing instrument was acknowledged before me this 28th day of October, 2016, by E. Dayan Sandler who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



MELANIE HILL
Notary Public - Florida
My Commission # FF 203432
Expires: February 25, 2019

LEGAL DESCRIPTION

SEE SHEET 1 OF 2 FOR SKETCH OF EASEMENT


SOUTHEAST PARCEL 8.2B

A PART OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH 89°32'10" WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 2580.75 FEET; THENCE SOUTH 00°27'50" EAST LEAVING SAID NORTH LINE OF SAID SECTION 14, A DISTANCE OF 447.72 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF CENTER PLACE WAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE SOUTH 00°27'50" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 116.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 03°44'03" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 107.89 FEET; THENCE SOUTH 89°32'10" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 201.06 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL 8.2A AS RECORDED IN OFFICIAL RECORDS BOOK 2149, PAGE 1321 EXHIBIT "A" OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE SOUTH 89°32'10" WEST, A DISTANCE OF 151.45 FEET TO A POINT IN THE EASTERLY LINE OF POND NUMBER 201; THENCE ALONG THE EASTERLY LINE OF SAID POND 201 THE FOLLOWING SIX COURSES: COURSE NO. 1) NORTH 15°12'49" WEST, A DISTANCE OF 9.33 FEET; COURSE NO. 2) NORTH 12°03'59" WEST, A DISTANCE OF 63.92 FEET; COURSE NO. 3) NORTH 08°07'02" WEST, A DISTANCE OF 52.49 FEET; COURSE NO. 4) NORTH 01°17'51" EAST, A DISTANCE OF 95.38 FEET; COURSE NO. 5) NORTH 10°30'47" WEST, A DISTANCE OF 28.01 FEET; COURSE NO. 6) NORTH 32°15'46" WEST, A DISTANCE OF 29.43 FEET; THENCE NORTH 46°12'40" EAST ALONG A SOUTHEASTERLY LINE OF PARCEL 8.1, A DISTANCE OF 45.84 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST TWIN COURT TRAIL (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 177.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°16'17" EAST AND A CHORD DISTANCE OF 172.98 FEET TO POINT IN THE NORTHWEST CORNER OF THE AFORESAID PARCEL 8.2A; THENCE SOUTH 00°27'50" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID PARCEL 8.2A, A DISTANCE OF 232.16 FEET TO THE POINT OF BEGINNING.

SPECIAL PURPOSE EASEMENT FOR SAINT JOHNS COUNTY UTILITIES DEPARTMENT TO INCLUDE RIGHT OF ACCESS TO WATER SUPPLY MAINTENANCE;

THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL 8.2A AS RECORDED IN OFFICIAL RECORDS BOOK 2149, PAGE 1321 EXHIBIT "A" OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE SOUTH 89°32'10" WEST, A DISTANCE OF 151.45 FEET TO A POINT IN THE EASTERLY LINE OF POND NUMBER 201; THENCE ALONG THE EASTERLY LINE OF SAID POND 201 THE FOLLOWING SIX COURSES: COURSE NO. 1) NORTH 15°12'49" WEST, A DISTANCE OF 9.33 FEET; COURSE NO. 2) NORTH 12°03'59" WEST, A DISTANCE OF 63.92 FEET; COURSE NO. 3) NORTH 08°07'02" WEST, A DISTANCE OF 52.49 FEET; COURSE NO. 4) NORTH 01°17'51" EAST, A DISTANCE OF 95.38 FEET; COURSE NO. 5) NORTH 10°30'47" WEST, A DISTANCE OF 28.01 FEET; COURSE NO. 6) NORTH 32°15'46" WEST, A DISTANCE OF 29.43 FEET; THENCE NORTH 46°12'40" EAST ALONG A SOUTHEASTERLY LINE OF PARCEL 8.1, A DISTANCE OF 45.84 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST TWIN COURT TRAIL (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 11.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°39'12" EAST AND A CHORD DISTANCE OF 11.79 FEET TO POINT OF BEGINNING OF THE AFORE MENTIONED EASEMENT;

THENCE FROM THE POINT OF BEGINNING OF SAID EASEMENT SOUTH 41°37'56" WEST, A DISTANCE OF 10.00 FEET, THENCE SOUTH 48°22'04" EAST, A DISTANCE OF 10.00 FEET, THENCE NORTH 41°37'56" EAST, A DISTANCE OF 10.00 FEET, TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST TWIN COURT TRAIL (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 230.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 10.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 48°22'04" WEST AND A CHORD DISTANCE OF 10.00 FEET TO POINT OF BEGINNING OF THE AFORE MENTIONED EASEMENT;


ANTHONY PAUL O'NEIL
FLORIDA PSM #5684

4521 ST. AUGUSTINE RD, SUITE 8
JACKSONVILLE FL 32207
904-379-6908
NOVEMBER 1, 2016

NOT VALID WITHOUT THE SIGNATURE
AND SEAL OF A STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER



BILL OF SALE
UTILITY IMPROVEMENTS
for

Lion Gate One

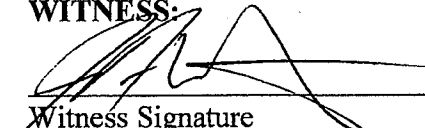
Lion Gate One, LLC, 533 West Twincourt Trail, St. Augustine, FL 32095, (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

See attached Exhibit "A" schedule of values for Lion Gate One

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 15th of Dec., 2016.

WITNESS:

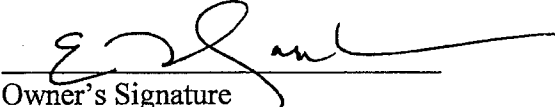


Witness Signature

JARED VINCENT

Print Witness Name

OWNER:



Owner's Signature

E Dayan Sandler


Print Owner's Name

State of FL
County of Duval

The foregoing instrument was acknowledged before me this 15th day of December, 2016 by E. Dayan Sandler who is personally known to me or has produced _____ as identification.



MELANIE HILL
Notary Public - Florida
My Commission # FF 203432
Expires: February 25, 2019



Notary Public



Exhibit "A"
St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Lion Gate One
 Contractor: Walding Contracting, Inc /Auld & White Constructors, LLC
 Developer: Lion Gate One, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" GV, Tee & Fire Hydrant	Ea	1	\$ -	\$ 5,586.00
			\$ -	\$ -
			\$ -	\$ -
Services (Size and Type)				
1.5" Domestic Water Service	Ea	6	\$ 535.00	\$ 3,210.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 8,796.00



EXHIBIT "C" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

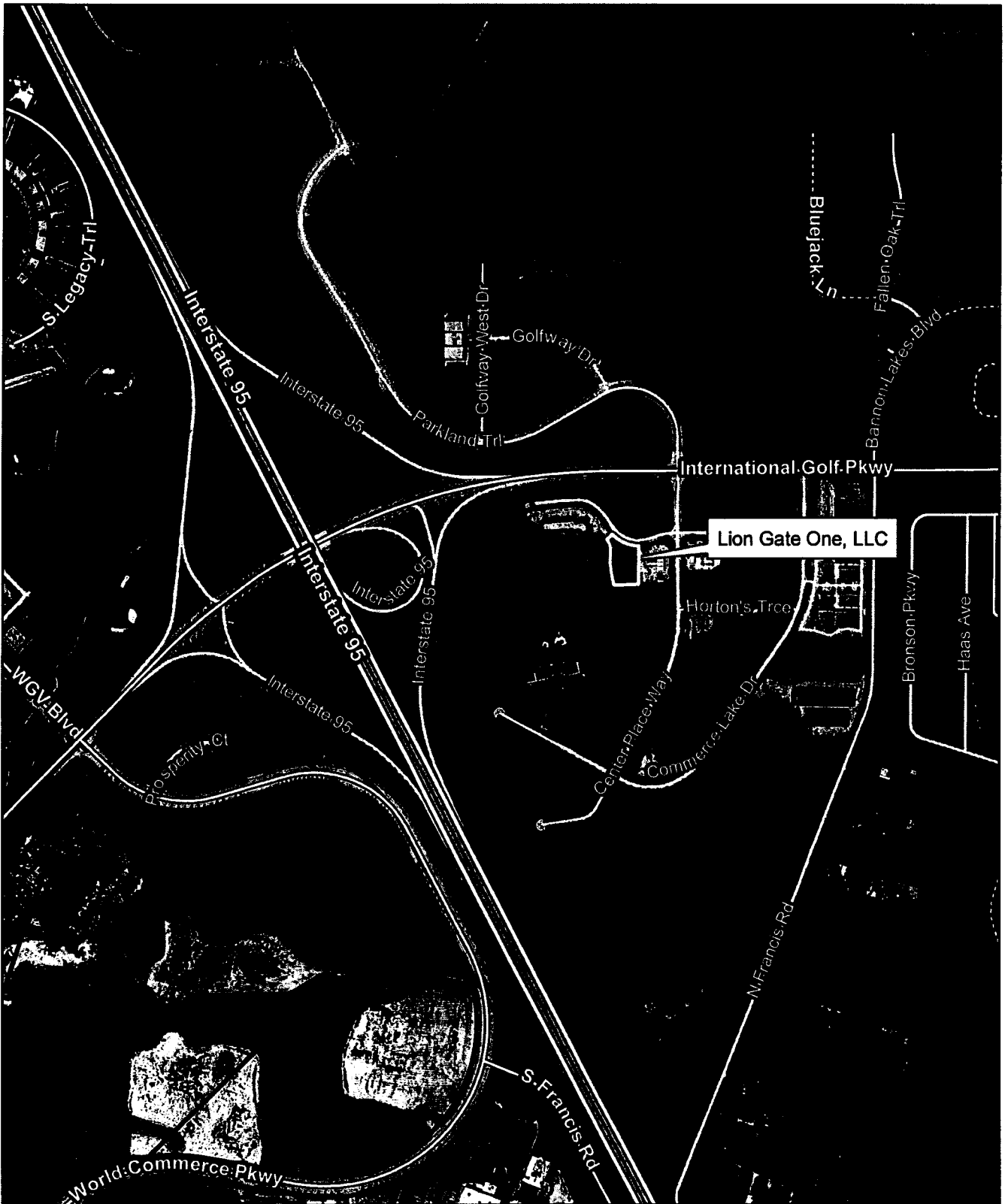
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Lion Gate One
DATE: January 26, 2017

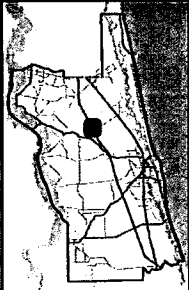
Please present the Easement, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Lion Gate One.

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.



Lion Gate One, LLC



2013 Aerial Imagery

0 250 500

Feet
February 1, 2016

Lion Gate One, LLC

*Easement 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.

