

RESOLUTION NO. 98-201

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR A LIFT STATION SERVICING COMMODORE'S CLUB PHASES 2A AND 2B SUBDIVISION.

WHEREAS, Runk Properties, Inc., a Florida corporation, 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 and sewer service for Commodore's Club Phases 2A and 2B Subdivision.

WHEREAS, a Bill of Sale conveying all the personal property associated with the operation of the described lift station has also been executed and presented and is attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, acceptance of this easement better serves the health, safety and welfare of the citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA,

1. The acceptance of the Easement for Utilities for a lift station and the equipment thereon is hereby approved.

2. The clerk is instructed to record the Easement for Utilities and Bill of Sale in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 10 day of November, 1998.

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

BY: Moses A. Floyd
Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grande
Deputy Clerk

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 1 day of October, 1998, by Runk Properties, Inc. a Florida Corporation, with an address of 1985-A Mizell Road, St. Augustine, FL 32084 Hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree 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 sewer collection 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 on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

Grantor does hereby warrant that the easement herein granted is free and clear of covenants, restrictions, easements, liens and encumbrances, except as set forth on Exhibit "B" attached hereto;

(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 will not interfere 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 the use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and 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 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. The Grantee shall maintain all water mains and other elements of the water distribution system up to the point of connection with 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 similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such 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. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements 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 officers 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:

Witness

Runk Properties, Inc.,
A Florida Corporation

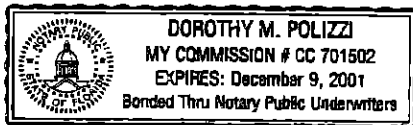
By: Christopher Runk
Its _____ President

Witness

Date of Execution 1 October 98

STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS}

This instrument was acknowledged before me this 1st day of October, 1998 by Christopher Runk as _____ President of Runk Properties Inc., a Florida corporation, on behalf of said corporation.



Dorothy M. Polizzi
(Print Name) DOROTHY M. POLIZZI
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:

Personally known ✓
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

EXHIBIT A

LEGAL DESCRIPTION

ALL OF COMMODORE'S CLUB BOULEVARD, A 50' RIGHT-OF-WAY LYING IN COMMODORE'S CLUB - PHASES 2A AND 2B AS RECORDED IN MAP BOOK 35, PAGES 1 THRU 4 PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

ALL OF CAPTAINS DRIVE, 1 50' RIGHT-OF-WAY LYING IN COMMODORE'S CLUB - PHASE 2A AND 2B AS RECORDED IN MAP BOOK 35, PAGES 1 THRU 4, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

ALL OF COMPASS ROW, A 50' RIGHT-OF-WAY, LYING IN COMMODORE'S CLUB PHASES 2A AND 2B AS RECORDED IN MAP BOOK 35, PAGES 1 THRU 4, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

ALL OF TRACT H, UTILITY EASEMENT LYING IN COMMODORE'S CLUB 2A AND 2B AS RECORDED IN MAP BOOK 35, PAGES 1 THRU 4, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

EXHIBIT "B"

1. Taxes accruing subsequent to the date hereof.
2. Easements, reservations and other rights reserved in the plats of Commodore's Club Phase I-A, recorded in Map Book 24, Pages 46-47 and in Commodore's Club Phase 1B, recorded in Map Book 28, Pages 80-84, both of the public record of St. Johns County, Florida.
3. Terms, conditions, restrictions and easements contained in the Commodore's Club Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 898, Pages 0778-0799, as amended in Official Records Book 929, page 1317, as modified by Supplemental Amendment thereto recorded in Official Records Book 1105, Pages 1030-1037, and in Official Records Book 1252, page 284 all of the public record of St. Johns County, Florida.
4. Rights of the public, abutting lot owners and the Commodore's Club Homeowners' Association, Inc. to utilize the property described on Exhibit "A" for ingress and egress and such other purposes as may be authorized by the plats and declaration described above.

BILL OF SALE

UTILITY IMPROVEMENTS/ Commodore's Club

Runk Properties, Inc. Florida Corporation, 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, sell, transfers, and delivers to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, the following personal property:

The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system for The Master Pumping Station for Commodore's Club located at 2355 Commodore's Club Boulevard. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

Runk Properties, Inc. does, for itself and its successors and assigns, covenant that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right 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, Runk Properties, Inc. has caused this instrument to be duly executed and delivered by its duly authorized officer on this 17 day of March 1998.

Signed, Sealed and
Delivered in the
presence of:

Arthur A. Runk

Witness

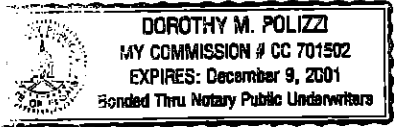
[Signature]
Witness

Runk Properties, Inc.
a Florida corporation,

By: Christopher Runk
Its: _____ President

STATE OF Florida }
COUNTY OF St. Johns } SS

This instrument was acknowledged before me this 17 day of March, 1998
by Christopher Runk as _____ President of Runk Properties, Inc., a
Florida corporation, on behalf of said corporation.



Dorothy M. Polizzi
(Print Name DOROTHY M. POLIZZI)
NOTARY PUBLIC
State of Florida at Large
Commission # CC 701502
My Commission Expires: 12/9/2001

Personally known
or produced I.D. _____
[check one of the above]

Type of Identification Produced

Schedule "A"

Master Pumping Station at Commodore's Club

Water Distribution System

a) 1 Ea. Water Service \$ 500.00

Total Water Distribution System \$ 500.00

Sanitary Sewer Collection and Distribution System

Mains

a) 358 LF 8" PVC (SDR-26) \$ 4,833.00

Manholes

a) 2 Ea. 4' Diameter \$ 3,250.00

Pumping Station

a) 1 Ea. Sanitary Sewer Pumping Station, including Wetwell Fencing, Pumps, Driveway, Electric and all fixtures \$ 91,620.00

Force Main

a) 860 LF 6" PVC (DR-25) valves \$ 10,320.00

b) 1 Ea. 6" Gate Valve \$ 510.00

TOTAL SANITARY SEWER COLLECTION AND DISTRIBUTION SYSTEM

\$110,533.00