

RESOLUTION NO. 99- 190

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A UTILITY EASEMENT FOR A LIFT STATION SERVICING SOUTHWOOD PUD, PHASE 1A, UNIT 2 SUBDIVISION.

WHEREAS, Modern Properties of St. Augustine, Inc., a Florida corporation, has executed and presented to the County a Utility Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water and sewer service for Southwood PUD, Phase 1A, Unit 2 Subdivision; and

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, as follows:

1. The acceptance of the Utility Easement for a lift station and the equipment thereon is hereby approved.
2. The Clerk is instructed to record the Utility Easement and Bill of Sale in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21 day of December, 1999.

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

BY: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland

BY: Patricia DeGrande
Deputy Clerk

This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN: 6-99-227

UTILITY EASEMENT
(Southwood PUD, Phase 1A, Unit 2)

THIS EASEMENT is executed and delivered this 23rd day of September, 1999, by MODERN PROPERTIES OF ST. AUGUSTINE, INC., a Florida corporation, ("Grantor") and ST. JOHNS COUNTY, a Political Subdivision of the State of Florida, whose post office address is c/o Clerk of the Court, Post Office Drawer 349, St. Augustine, Florida 32085 ("Grantee").

WITNESSETH:

THAT for and in consideration of the sum of Ten Dollars and No/100's (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain and sell to Grantee, its successors, legal representatives and assigns forever, a non-exclusive easement to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (the "Underground Utility Lines and Facilities") on and under real property located in St. Johns County, Florida, and more particularly described on Exhibit "A" attached hereto (the "Easement Property"), together with the right of ingress and egress over the Easement Property for purposes of installing and maintaining the Underground Utility Lines and Facilities.

THE EASEMENT herein granted is subject to the covenants, restrictions, easements, liens and encumbrances of record, including without limitation those set forth on Exhibit "B" attached hereto.

GRANTOR reserves the right and privileges:

(i) to use and occupy and to grant to others the right to use and occupy the surface and air space over the Easement Area for the purpose which is consistent with the rights herein granted to Grantee;

(ii) to use and occupy and to grant to others the right to use and occupy the 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;

(iii) to use and occupy and to grant to others the right to use and occupy the Easement Property for all purposes which will not interfere with the non-exclusive easement granted herein and further reserves the right to grant easements to other parties on, over and under the Easement Property. Provided, any additional utilities to be installed within the Easement Property shall be installed in accordance with applicable state regulations; and

(iv) to relocate the easement granted herein at any time, provided Grantor pays all cost of relocating the Underground Utility Lines and Facilities located within the Easement Property. At Grantor's request, and upon relocation of the Underground Utility Lines and Facilities at Grantor's expense, Grantee shall execute and deliver to Grantor an instrument in recordable form relocating the easement granted herein to the new location designated by Grantor.

GRANTEE, by its acceptance of this easement, hereby agrees:

(i) at its expense, to maintain the Underground Utility Lines and Facilities installed within the Easement Property. 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. Grantee's responsibility for maintenance of gravity sewer lines shall extend "manhole to manhole" but shall not include responsibility for maintenance of sewer service laterals, which shall be the responsibility of the Grantor or Grantor's successors and assigns. 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;

(ii) to indemnify and hold Grantor, its successors and assigns, to the extent allowed by Florida law, harmless from and against any and all liability, loss or damage, excluding attorneys' fees, occasioned by any negligent act or omission of Grantee, its agents and employees, arising out of or related to Grantee's use of the Easement Property and/or the construction, installation, operation and maintenance of Underground Utility Lines and Facilities located therein; and

(iii) after the installation, construction, repair, replacement or removal of any Underground Utility Lines and Facilities, to 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.

This easement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors and assigns. In the event Grantor assigns its rights hereunder to an Association of owners of the lands served by this utility easement, then Grantor shall be released of all obligations and liabilities hereunder.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

MODERN PROPERTIES OF ST.
AUGUSTINE, INC., a Florida corporation

Leo Bernardo
Witness LEO BERNARDO
(type or print name)

By: Perry Robins
Perry Robins
Its President

Joy Morano
Witness JOY MORANO
(type or print name)

(CORPORATE SEAL)

ST. JOHNS COUNTY, a Political
Subdivision of the State of Florida

Witness _____
(type or print name)

By: _____
Print Name: _____
Title: _____

Witness _____
(type or print name)

Florida
STATE OF ~~NEW YORK~~
COUNTY OF St. Johns

THE FOREGOING instrument was acknowledged before me this 23 day of September, 1999, by Perry Robins, as President of Modern Properties of St. Augustine, Inc., a Florida corporation, formerly known as Robins Properties of St. Augustine, Inc., on behalf of the corporations, who () is personally known to me or () has produced Florida/New York driver's license number _____ as identification.



Angela Bunkelman
Signature of Notary
Angela Bunkelman
(Name of Notary typed or printed)
Commission number: CC779855
Commission expires: Nov. 14, 2002

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this ___ day of September, 1999, by _____, as _____ of St. Johns County, a Political Subdivision of the State of Florida, on behalf of the corporation, who () is personally known to me or () has produced Florida driver's license number _____ as identification.

Signature of Notary

(Name of Notary typed or printed)
Commission number: _____
Commission expires: _____

EXHIBIT "A"

(Easement Property)

Tracts A, B, C, D and E of Southwood PUD, Phase 1A, Unit 2, recorded in Map Book 36, Page 20 of St. Johns County, Florida. The Easement Property shall not include the driveways to individual homes except for the part of such driveways within Tracts A, B, C, D or E.

EXHIBIT "B"

(Permitted Exceptions)

1. Taxes for the year 1999 and subsequent years.
2. Covenants, conditions and restrictions recorded in Official Records Book 1205, Page 1664, as supplemented in Official Records Book 1389, Page 1428, of the public records of St. Johns County, Florida, which contain provisions creating easements and/or assessments.
3. Declaration of Covenants and Restrictions for Southwood recorded in Official Records Book 1276, Page 976, of the public records of St. Johns County, Florida.
4. Easement to BellSouth Telecommunications, Inc., recorded in Official Records Book 1255, Page 2065, of the public records of St. Johns County, Florida.
5. Mortgage and Security Agreement to Barnett Bank, N.A., recorded in Official Records Book 1258, Page 324, as subordinated in Official Records Book 1244, of the public records of St. Johns County, Florida, securing \$650,000.
6. UCC-1 Financing Statement securing Barnett Bank, N.A., recorded in Official Records Book 1258, Page 347, of the public records of St. Johns County, Florida.
7. Federal liens, if any, filed with the Office of the Secretary of State.
8. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the property, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
9. Easements or claims of easements not shown by the public records.
10. Any unpaid and unrecorded mechanics' and materialmens' liens for labor or materials furnished beginning with ninety (90) days prior to July 3, 1999.
11. Rights of parties in possession other than the record owner.
12. Applicable zoning ordinances and other governmental regulations.
13. Any state of facts which an accurate survey might show.
14. Any liens or encumbrances on record after July 3, 1999.

CONSENT AND JOINDER

NationsBank, N.A., a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1258, Page 324 of the public records of St. Johns County, Florida encumbering the real property described on that attached Exhibit "A", has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and delivered
in the presence of:

NATIONSBANK, N.A., a national banking
association

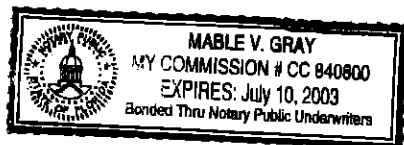
Mable V. Gray
Witness **MABLE V. GRAY**
(type or print name)

By: [Signature]
Michael Fritsch
Senior Vice President
8130 Baymeadows Circle West, Ste. 206
Jacksonville, Florida 32256-1880

Betty J. Johnson
Witness **BETTY J. JOHNSON**
(type or print name)

STATE OF FLORIDA
COUNTY OF Duval

THE FOREGOING instrument was acknowledged before me this 6th day of ~~September~~ October, 1999, by Michael Fritsch, as Senior Vice President of NationsBank, N.A., a national banking association, on behalf of the corporation, who () is personally known to me or () has produced Florida driver's license number _____ as identification.



Mable V. Gray
Signature of Notary
MABLE V. GRAY
(Name of Notary typed or printed)
Commission number: _____
Commission expires: _____

BILL OF SALE

UTILITY IMPROVEMENTS / SOUTHWOOD PUD PHASE 1A UNIT II

Modern Properties of St. Augustine, Inc., a Florida Corporation, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) 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:

The personal property, fixtures and equipment comprising the gravity sewer lines "manhole to manhole" (but shall not include sewer service laterals) and the potable water distribution system including all water mains and other elements of the potable water distribution system up to the point of the connection with the water meter or meters for Phase 1A, Unit II of the Southwood PUD located at 4480-1 U.S. Highway 1 South, St. Augustine, Florida 32086.

Modern Properties of St. Augustine, Inc. does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances and hereby makes reference to that certain Easement For Utilities to St. Johns County, Florida dated _____ and recorded in O.R Book _____ Page _____ of the Public Records of St. Johns County Florida; that it has a 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, Modern Properties of St. Augustine, Inc. has caused this instrument to be duly executed and delivered by its duly authorized officer on this 7th day of October, 1999.

Signed, Sealed and
Delivered in the
presence of:

Modern Properties of St. Augustine, Inc.
a Florida Corporation

[Signature]
Witness
Carol Hatfield
Witness

By: Angela Bunkelman
Angela Bunkelman
Its: Vice President

The forgoing instrument was acknowledged before me this 7th day of October, 1999 by Angela Bunkelman who is personally known to me.

Teresa K. Doyle
Notary Public

St. Johns County, Florida



TERESA K. DOYLE
Notary Public, State of Florida
My Comm. expires Oct. 26, 1999
Comm. No. CC 501030

OWNERS AUTHORIZATION
FOR AGENT

Angela M. Bunkelman is hereby authorized to act on behalf of Modern Properties of St. Augustine, Inc, a Florida Corporation, owner of the property described as Southwood Planned Unit Development, St. Augustine, St. Johns County, Florida in all matters pertaining to the permitting and development of said property. Should you have any questions or comments, please contact me at (212) 686-4663.

Modern Properties of St. Augustine, Inc.

By: [Signature]
Perry Robins, MD
Its: President

State of: NEW YORK County of: NEW YORK

Signed and sworn to/before me on the 21 day of MAY, 1999 JLS
by PERRY ROBINS, M.D.

Identification Presented: _____ Personally Known _____
Oath taken: Yes No

[Signature]
Notary Signature

HARRIET SCHACHTMAN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 408877
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES MAY 28, 1999

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328-1864
328-8041

DECEMBER 07, 1999

SOUTHWOOD PUD PHASE I-UNIT II

SEWER

6" SERVICE LINE- 1800 LIN. FT.
10" SERVICE LINE- 175 LIN FT.
8" SERVICE LINE- 1625 LIN FT.
8 MANHOLES

COST - \$ 98,347.00

WATER

10" LINE -320 FT.
8" LINE -1700 FT.
SERVICES-\$40.00 EACH

COST - \$ 40,000.00