RESOLUTION NO. 2002- 21

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO ST. JOHNS DRI INTERCHANGE TRACT NORTHEAST QUADRANT.

WHEREAS, IT Land Associates, LLC, 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 to St. Johns DRI Interchange Tract Northeast Quadrant; and

WHEREAS, a Bill of Sale conveying all personal property associated with the water and sewer system has also been executed and is 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 Memorandum 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 described Easement for Utilities and Bill of Sale, attached hereto, are hereby accepted.

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

PASSED AND ADOPTED, this 12th day of February, 2002.

BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA

By: Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

Deputy Clerk

EASEMENT FOR UTILITIES SAINT JOHNS INTERCHANGE NORTHEAST QUADRANT [PARKLAND TRAIL EXTENSION AND ASSOCIATED IMPROVEMENTS]

THIS EASEMENT executed and given this 3/ day of 1, 2001, by IT LAND ASSOCIATES, LLC, with an address of c/o Davidson Development, Inc., 101 East Town Place, Suite 200, St. Augustine, Florida 32092, 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, (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 (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.

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.

00057987.WPD, 167.94204

- (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. 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 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. 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.
- 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 officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and	IT LAND ASSOCIATES, LLC., a Florida limited
delivered in the	liability company
Print: CAUSHY Print: CAUSHY	By: James E. Davidson, Jr. Executive Vice President/Manager Development Administration
	[CORPORATE SEAL]
STATE OF Florida) COUNTY OF ST-Jams)	
by JAMES E. DAVIDSON, JR., as Ex	wledged before me this 3/5d day of December 2001, ecutive Vice President/Manager of Development LC, a Florida Limited Liability Company, on behalf of
ANITA M. HAMPTON MY COMMISSION & CC 938992 EXPIRES: May 21, 2004 Bended Tiru Notary Public Underwriters	(Print Name Ands M. Hampton) NOTARY PUBLIC, State of Florida at Large Commission # My Commission Expires: Personally KnownX or Produced i.D [check one of the above] Type of Identification Produced



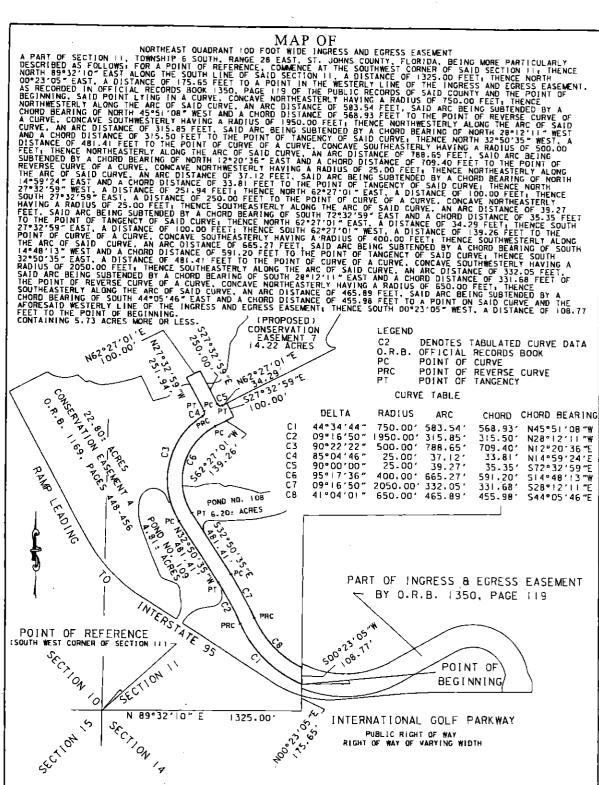
EXHIBIT A Page 1 of 2

SANITARY, SEWER LIFT STATION SITE

A PART OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 89°32'10" EAST, ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 1325.00 FEET; THENCE NORTH 00°23'04" EAST LEAVING SAID SOUTHERLY LINE, A DISTANCE OF 287.42 FEET TO A POINT ON THE WESTERLY LINE OF AN INGRESS/EGRESS EASEMENT, AS RECORDED IN OFFICIAL RECORDS OF BOOK 1350, PAGE 119 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 465.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°05'46" WEST AND A CHORD DISTANCE OF 455.98 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE. AN ARC DISTANCE OF 332.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°12'11" WEST AND A CHORD DISTANCE 331.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 32°50'35" WEST, A DISTANCE OF 481.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 400.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 217.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING ON NORTH 17°15'46" WEST AND A CHORD DISTANCE OF 214.87 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 55.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°18'31" EAST AND A CHORD DISTANCE OF 55.69 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 88°00'00" EAST, A DISTANCE OF 67.87 FEET; THENCE SOUTH 02°00'00" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 84°22'46" WEST, A DISTANCE OF 68.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 3971 SQUARE FEET ACRES, MORE OR LESS.

TOGETHER WITH:



BEARINGS HEREON BASED ON THE BEARING OF THE SOUTH LINE OF SECTION II, TOWNSHIP 6 SOUTH RANGE 28 EAST BEING N89°32'10" E AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78080-2405.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Bessent, Hammack & Ruckman, Inc.

Engineers • Planners • Landscape Architects • Surveyors 1900 Corporate Square Boulevard Jacksonville, Florida 32216

Phone (904) 721-2991 Fax (904) 725-0171

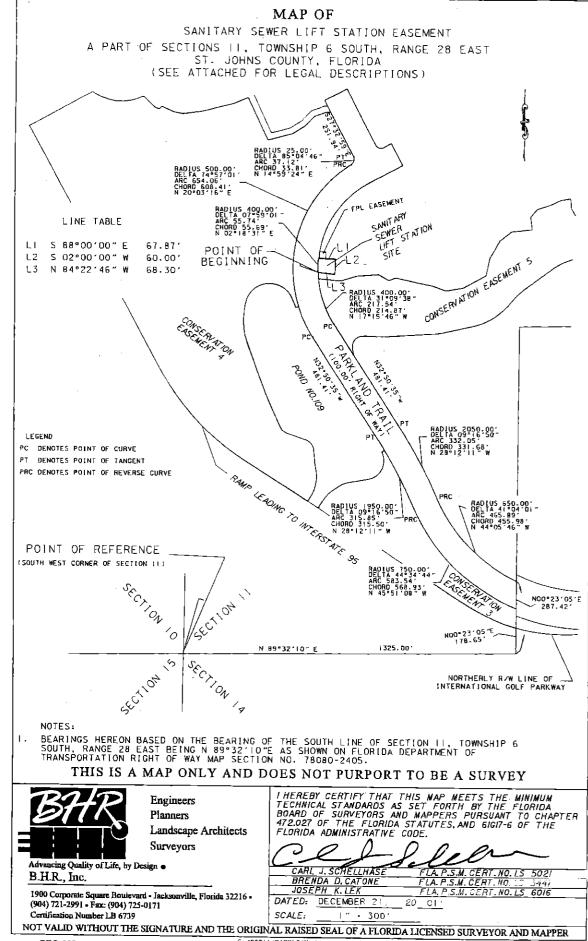
Certification Number LB 6739

CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021
BRENDA D. CATONE FLA. P.S.M. CERT. NO. LS 5447

DATED: NOVEMBER 15, 20 00

SCALE: ___1" - 500'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



BILL OF SALE

UTILITY IMPROVEMENTS / PARKLAND TRAIL, SAINT JOHNS INTERCHANGE NORTHEAST QUADRANT AND ASSOCIATED IMPROVEMENTS

IT LAND ASSOCIATES, LLC, a Florida limited liability company, 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:

The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system (the "Improvements") for portions of Parkland Trail within the Interchange Northeast Quadrant of the Saint Johns project. All of the Improvements are included on approved construction plan drawings prepared by England Thims & Miller, titled Saint Johns DRI-Interchange Tract-Northeast Quadrant, Parkland Trail Extension last revision date of June 22, 2001 and marked approved by St. Johns County on March 27, 2001, and as amended (the "Plans"). Portions of the Improvements are lying within the right-of-way of Parkland Trail as described on the attached Exhibit A. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

IT Land Associates, LLC 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; 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, IT Land Associates, LLC has caused this instrument to be duly executed and delivered by its duly authorized officer on this 1 day of 2001.

IT LAND ASSOCIATES, LLC, a Florida limited liability company

ames E. Davidson, dr.

Executive Vice President/Manager Development Administration

EXHIBIT A

"Improvements"

SCHEDULE A

"Personal Property, Fixtures and Equipment"

PARKLAND TRAIL EXTENSION ST. JOHNS COUNTY UTILITY DEPARTMENT

BILL OF MATERIALS

	POTABLE WATER				
ITEM	DESCRIPTION	QUANTITY	UNII		
			1		
1_	16" DR25 PVC	2,280	LF		
2	12" DR25 PVC	280	ĹF		
3	16" Gate Valve	2	EA		
4	12" Gate Valve	1	EA		
5	16"x12" Tee	1	EA		
6	16" 45 Degree Bend	5	EA		
7	16" 11 1/2 Degree Bend	10	EA		
8	16" D.I.P.	40	LF		
9	12" D.I.P.	20	LF		
10	Fire Hydrants (assembly)	2	EA		
11	2" Flushing Hydrants	2	EA		
12	Water Services	1	EA		
13	3/4" Water Service	1	EA		

SANITARY SEWER				
ITEM	DESCRIPTION	QUANTITY	UNII	
			į.	
1	Sanitary Sewer Lift Station	1	LS	
2	Manholes	5	EA	
3	12" Sewer Pipe	79	LF	
4	10" Sewer Pipe	579	LF	
5	8" Sewer Pipe	884	LF	
6	18" Casing	40	LF	

SEWER FORCE MAIN				
ITEM	DESCRIPTION	QUANTITY	UNIT	
<u>i</u>	10" DR25 PVC	1,840	LF	
2	10" Gate Valve	1	EA	
3	10"45 Degree Bend	5	EA	
4	10" 11 1/2 Degree Bend	1	EA	
5	10" 90 Degree Bend	2	EA	

Materials and Quantities shown are taken from as-builts provided by Grimes Contracting. Inc. Prepared by Eiland Associates dated November 28, 2001.

Page 1 of I



ST. JOHNS COUNTY

UTILITY DEPARTMENT 2175 Mizell Road P.O. Drawer 3006 St. Augustine, Florida 32085-3006

INTEROFFICE MEMORANDUM

TO:

Mary Ann Blount, Real Estate Manager

Laurie Braddock, Real Estate Officer

FROM:

Herbert A. Van Der Mark

Construction Manager of Utilities

SUBJECT:

St. Johns DRI Interchange Tract Northeast Quadrant - Parkland Trail

Extension, Easement for Utilities and Bill of Sale

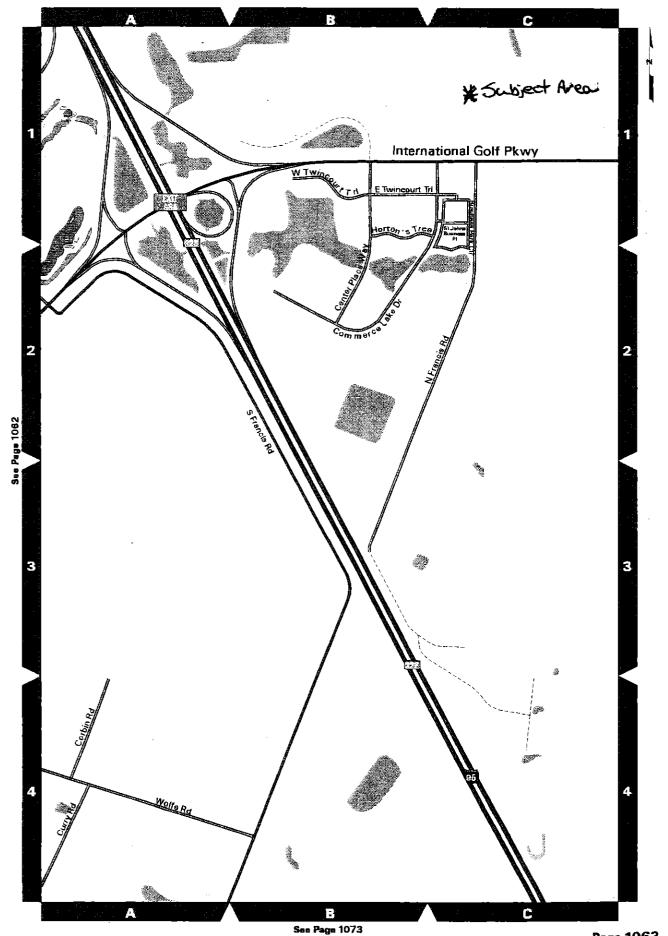
DATE:

January 10, 2002

Please be informed that the water and sewer infrastructure for the subject referenced development has been completed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards and Specifications.

The attached documents, "Easement for Utilities" and "Bill of Sale" have been reviewed by the St. Johns County Utility Department. The Utility Department is in concurrence with the subject easement.

The Florida Department of Environmental Protection – Certification of Construction Completion Forms have been filed with the Florida Department of Environmental Protection and the acceptance letters for placing the systems in service have been received for both water and sewer.



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