

RESOLUTION NO. 2006- 4

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE FOR SEA COLONY UNIT FOUR AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM.

RECITALS

WHEREAS, St. Augustine Sea Colony, Ltd., a Florida Limited Partnership, 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 service to Sea Colony Unit Four of the Beach Club at Anastasia Residential Cluster Development; and

WHEREAS, St. Augustine Sea Colony, Ltd., has also executed and presented a Bill of Sale conveying all personal property associated with the water system 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 a memo attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept this Easement for the health, safety and welfare of the citizens in that area.

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 attached and incorporated hereto, is hereby accepted.

Section 3. 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 10th day of January, 2006.

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

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

RENDITION DATE 1-12-06

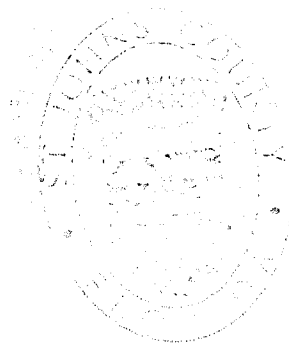


Exhibit "A" to Resolution

Prepared by and Return to:

James N. McGarvey, Jr.
432 Osceola Avenue
Jacksonville Beach, FL 32250

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 29 day of September, 2004, by St. Augustine Sea Colony, Ltd., with an address of 432 Osceola Avenue, Jacksonville Beach, Florida 32250, 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water (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 only and does not convey and right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances, including but not limited to, those set forth on Exhibit "B" attached hereto and to the following:

(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 to 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 lines and facilities located within the Easement area. At Grantor's request, and upon relation 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. 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.

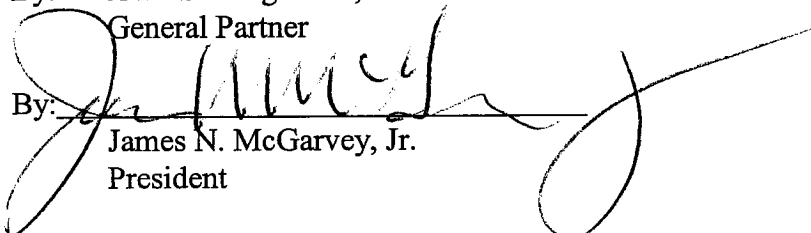
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

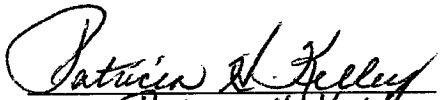
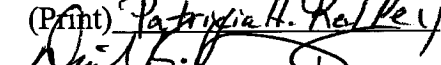
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and
Delivered in the
presence of:

St. Augustine Sea Colony, Ltd; a Florida
limited partnership

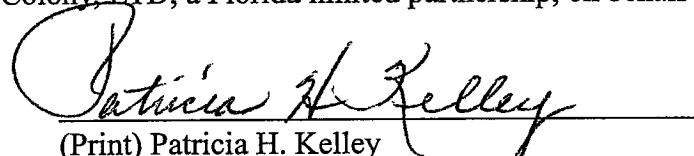
By: JNM St. Augustine, Inc.
General Partner

By: 
James N. McGarvey, Jr.
President


(Print) Patricia H. Kelley

(Print) Dinah K. Herring

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of September, 2004, by James N. McGarvey, Jr., as President of JNM St. Augustine, Inc., a Florida corporation, the general partner of St. Augustine Sea Colony, LTD, a Florida limited partnership, on behalf of the corporation and the partnership.


(Print) Patricia H. Kelley
NOTARY PUBLIC
State of Florida at Large



Patricia H. Kelley
MY COMMISSION # DD101492 EXPIRES
May 21, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

CONSENT AND JOINDER

Wachovia Bank, N.A., a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1399, page 190, of the public records of St. Johns County, Florida encumbering the real property described on the 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:

WACHOVIA BANK, N.A.

Kath C Bateman
(Print) Kathryn C. Bateman
Susan G. Moore
(Print) SUSAN G. MOORE

By: Susan S Beaupre
(Print) Susan S. Beaupre
Its Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of Sept, 2004, by Susan S Beaupre, as VP of Wachovia, N.A., on behalf of the Association.



Kathryn C. Bateman
My Commission DD185850
Expires February 20, 2007

Kathryn C Bateman
(Print)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known
or Produced I.D. _____

EXHIBIT A to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives, and all areas designated "utility easement areas", all within the plat of Sea Colony Unit Four of the Beach Club at Anastasia Residential Cluster Development, recorded in Map Book 49, pages 67 through 70, of St. Johns County, Florida, of St. Johns County, Florida, The Easement Area shall not include the driveways to individual homes except for the part of such driveways within the areas designated "utility easement areas".

EXHIBIT "B" to Easement

1. Conditions as set forth in Final Development Order(s) recorded June 3, 1997 in Official Records Book 1243, page 550, January 25, 1999 in Official Records Book 1380, page 942, recorded June 23, 1999 in Official Records Book 1419, page 1668 and in Official Records Book 1627, page 1334.
2. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the Sea Colony at St. Augustine Beach DECLARATION of Charter, Easements, Covenants and Restrictions, recorded March 9, 2000 in Official Records Book 1479, page 1603, as amended.
3. EASEMENT FOR UTILITIES recorded August 23, 2000 in Official Records Book 1522, page 392.
4. Easement recorded in Official Records Book 1707, Page 1498, of the public records of St. Johns County, Florida.
5. Those matters contained on the Plat of Sea Colony Unit Four of the Beach Club at Anastasia Residential Cluster Development as recorded in Map Book 49, Page 67.

Exhibit "B" to Resolution

BILL OF SALE

THAT ST. AUGUSTINE SEA COLONY, LTD., a Florida limited partnership conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable considerations to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered and by these presents does grant bargain, sell, transfer, set over and deliver unto the party of the second part, the extension to the Utility System (constructed by the party of the first part) and the complete water located on the real property described in Exhibit "A" attached hereto (being hereinafter collectively referred to as the Extension").

Party of the first part hereby warrants and represents that it has all the requisite right and authority to make this conveyance, and that the Extension is free from all liens and other encumbrances, and that contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the Extension have been paid in full, but except for the foregoing warranties or other expressed warranties given in writing, party of the first part makes no representation or warranties whatsoever, express or implied, and this conveyance as is.

TO HAVE AND TO HOLD the same unto the party of the second party, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name the day and year first above written.

WITNESSES:

Patricia H. Kelley
Patricia H. Kelley
Dinah K. Herring
Dinah K. Herring

ST. AUGUSTINE SEA COLONY, LTD.
a Florida Limited Partnership

By: JNM St. Augustine, Inc.
General Partner

Sign: *James N. McGarvey, Jr.*
James N. McGarvey, Jr. President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29 day of September, 2004, by JAMES N. McGARVEY, JR., President of JNM St. Augustine, Inc., a Florida corporation. He is personally known to me and did not take an oath.

Patricia H. Kelley
Patricia H. Kelley, Notary Public
Commission No. DD101492



Patricia H. Kelley
MY COMMISSION # DD101492 EXPIRES
May 21, 2006
BONDED THRU TROY FARM INSURANCE, INC.

Sea Colony Phase 4 Schedule of Values.

Potable Water

6" DR 25, VLV'S, & FTTGS.	320	37.29	11933.58	
8" DR 25, VLV'S, & FTTGS.	1190	26.73	31808.70	
SINGLE SERVICES	8	508.17	4065.32	
DOUBLE SERVICES	9	785.81	7072.28	
2" SCH 40 CASINGS	320	5.06	1617.67	
18" PVC CASINGS	60	87.66	5259.77	
FIRE HYDRANTS	3	3169.00	9507.00	
<hr/>				
S/T WATER	1	71264.32	71264.32	71264.32

Low Pressure Force Main System

1.5" SDR-21 PVC	500	8.11	4053.44	
2" SDR-21 PVC	1040	7.58	7884.64	
1.25" SVCS TO LOTS	26	378.40	9838.48	
2" CASINGS	60	4.98	298.93	
TYPE A LINED MH 8-10'	1	6458.67	6458.67	
1.5" AIR RELEASE VLVS	2	1645.38	3290.76	
2" AIR RELEASE VLVS	2	1975.09	3950.18	
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S/T L/P FORCE MAIN	1	35775.10	35775.10	35775.10

Exhibit "A" to Resolution

SEA COLONY PHASE FOUR UNIT FOUR

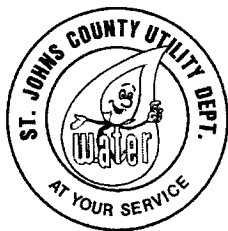
A portion of Government Lot 8, Section 3, together with a portion of Government Lot 1, Section 10, both lying within Township 8 South, Range 30 East, St. Johns County, Florida, together with all of Lots 10, 11 and 12, as shown on the plat of Sea Colony Unit One of The Beachclub At Anastasia Residential Cluster Development, as recorded in Map Book 36, Pages 1 through 11, inclusive, of the Public Records of said County, and all being more particularly described as follows: BEGINNING at the Northeast corner of said Lot 12; thence South 00°00'12" West, along the East line of said Lot 12, a distance of 31.90 feet to a point situate in the Northerly right of way line of North Forest Dune Drive, said right of way being a cul-de-sac, having a radius of 50.00 feet and being concave Southeasterly; thence Southwesterly, Southerly and Southeasterly around and along the arc of said curve and along the Westerly right of way line of said cul-de-sac, 79.14 feet, said arc being subtended by a chord bearing and distance of South 15°26'26" West, 71.13 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 25.00 feet; thence Southerly around and along the arc of said curve and continuing along said Westerly right of way line of North Forest Dune Drive, 21.03 feet, said arc being subtended by a chord bearing and distance of South 24°36'10" East, 20.41 feet to the point of tangency of said curve; thence South 00°30'28" West, continuing along said Westerly right of way line of North Forest Dune Drive, being a 50 foot right of way, 16.10 feet to the point of curvature of a curve concave Westerly and having a radius of 75.00 feet; thence Southerly around and along the arc of said curve and continuing along said Westerly right of way line, 22.65 feet, said arc being subtended by a chord bearing and distance of South 08°08'34" West, 22.56 feet to the point of tangency of said curve; thence South 16°47'37" West, continuing along said Westerly right of way line, 71.96 feet to the point of curvature of a curve concave Easterly and having a radius of 75.00 feet; thence Southerly around and along the arc of said curve and continuing along said Westerly right of way line, 22.06 feet, said arc being subtended by a chord bearing and distance of South 08°22'06" West, 21.98 feet to the point of tangency of said curve; thence South 00°03'25" East, continuing along said Westerly right of way line, 25.24 feet to the Southeast corner of said Lot 10; thence North 89°59'48" West, along the South line of said Lot 10, a distance of 108.98 feet to the Southwest corner thereof; thence North 18°54'47" East, along the Westerly line of said Lot 10, a distance of 58.23 feet to an angle point in said lot line; thence North 11°59'02" West, continuing along the Westerly line of said Lot 10, and along the Westerly line of said Lot 11, a distance of 132.21 feet to the Northwest corner of said Lot 11; thence South 89°30'37" West, along the North line of Tract "A-1" (Conservation Tract) as shown on said aforementioned plat, 239.19 feet to the Northwest corner thereof; thence the following 11 courses and distances along the Westerly boundary of said Tract "A-1": Course No. 1: South 11°34'35" East, 89.14 feet; Course No. 2: South 10°16'50" West, 49.24 feet; Course No. 3: South 03°45'15" East, 152.07 feet; Course No. 4: South 18°31'17" East, 114.02 feet; Course No. 5: South 34°26'59" West, 52.45 feet; Course No. 6: South 07°42'29" East, 196.98 feet; Course No. 7: South 00°15'30" West, 101.07 feet; Course No. 8: South 32°53'33" West, 35.87 feet; Course No. 9: South 24°53'32" East, 123.90 feet; Course No. 10: South 02°37'09" West, 140.14 feet; Course No. 11: South 26°50'13" East, 69.64 feet to the Southwest corner of said Tract "A-1" and a point situate in the Northerly right

of way line of Sea Colony Parkway (a variable width private right of way as shown on said aforementioned plat); thence the following eight (8) courses and distances along said Northerly right of way line: Course No. 1: thence Westerly around and along the arc of a curve concave Northerly and having a radius of 74.55 feet, a distance of 45.65 feet, said arc being subtended by a chord bearing and distance of North 86°06'52" West, 44.94 feet to the point of tangency of said curve; Course No. 2: North 68°34'15" West, 21.65 feet; Course No. 3: North 75°08'52" West, 18.79 feet to the point of curvature of a curve concave Southerly and having a radius of 163.00 feet; Course No. 4: thence Westerly around and along the arc of said curve, 62.56 feet, said arc being subtended by a chord bearing and distance of North 86°08'34" West, 62.18 feet to the point of tangency of said curve; Course No. 5: South 82°51'44" West, 185.17 feet to the point of curvature of a curve concave Northerly and having a radius of 232.50 feet; Course No. 6: thence Westerly around and along the arc of said curve, 98.44 feet, said arc being subtended by a chord bearing and distance of North 85°00'28" West, 97.71 feet to the point of tangency of said curve; Course No. 7: North 72°52'41" West, 134.55 feet to the point of curvature of a curve concave Easterly and having a radius of 25.00 feet; Course No. 8: thence Northerly around and along the arc of said curve, 39.27 feet, said arc being subtended by a chord bearing and distance of North 27°52'23" West, 35.36 feet to the point of tangency of said curve and a point situate in the Easterly right of way line of County Road No. A1A (also known as Beach Boulevard, a 100 foot right of way); thence North 17°07'55" East, along said Easterly right of way line, 1,154.00 feet; thence North 89°31'03" East, along the Westerly prolongation of the North line of said Lot 12 and along the North line of said Lot 12, a distance of 506.04 feet to the POINT OF BEGINNING.

Containing 10.48 acres, more or less.

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006
St. Augustine, Florida 32085-3006
Phone: (904) 471-2161 • Toll Free: 1-877-837-2311
Administrative Fax: (904) 461-7619
Billing Dept. Fax: (904) 461-3995

INTEROFFICE MEMORANDUM

To: Nanette Bradbury, Real Estate Coordinator

From: Samuel T. Ramirez, Utility Development Manager

Subject: Sea Colony Phase IV

Date: December 9, 2005


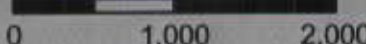
Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance for the water distribution system only in Sea Colony Phase IV.

After acceptance by BCC, please provide the utility department with a copy of the executed resolution and a recorded copy of the Easement for the utilities for our files.

Your support and cooperation as always are greatly appreciated.




**GENERAL
LOCATION MAP**



 0 1,000 2,000
 Feet

Map Prepared: 12/21/2005
 *Depicts General Project Boundary

**Easement for
Utilities for
Sea Colony
Unit Four**

File: BCC January 10, 2006



St. Johns County
Land Mgmt. Systems
Real Estate