

RESOLUTION NO. 2009- 180

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO COURTYARD BY MARRIOTT AT WESTPARK LOCATED OFF OF STATE ROAD 16 AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM.**

**RECITALS**

**WHEREAS**, Shaner Select Services Hotel, LLC, a foreign limited liability company 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 Courtyard by Marriott at Westpark located off of State Road 16; and

**WHEREAS**, Shaner Select Service Hotels, IV, LLC, a foreign limited liability company, has executed a Bill of Sale and schedule of values conveying all personal property associated with the water system which 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**, to the extent that there are typographical, 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.

**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 attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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.

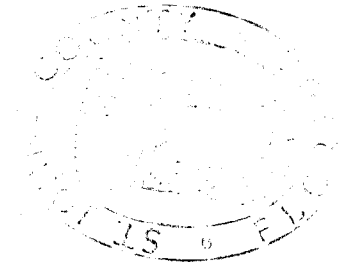
PASSED AND ADOPTED this 7<sup>th</sup> day of July, 2009.

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

By: Cyndi Stevenson  
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk



RENDITION DATE 7/8/09

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 12 day of May, 2009 by Shaner Select Services Hotel, LLC, with an address of 1965 Waddle Road, State College, Pennsylvania 16803, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** 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 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. (a) WATER SYSTEM - 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 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:

Kim Solano  
Witness

Kim Solano  
Print Name

[Signature]  
Witness

[Signature]  
Print Name

By: [Signature]  
Its: Sr. Project Mgr.

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 12 day of May, 2009 by Peter Belmore who is personally known to me or has produced \_\_\_\_\_ as identification.

Melissa Taylor  
Notary Public



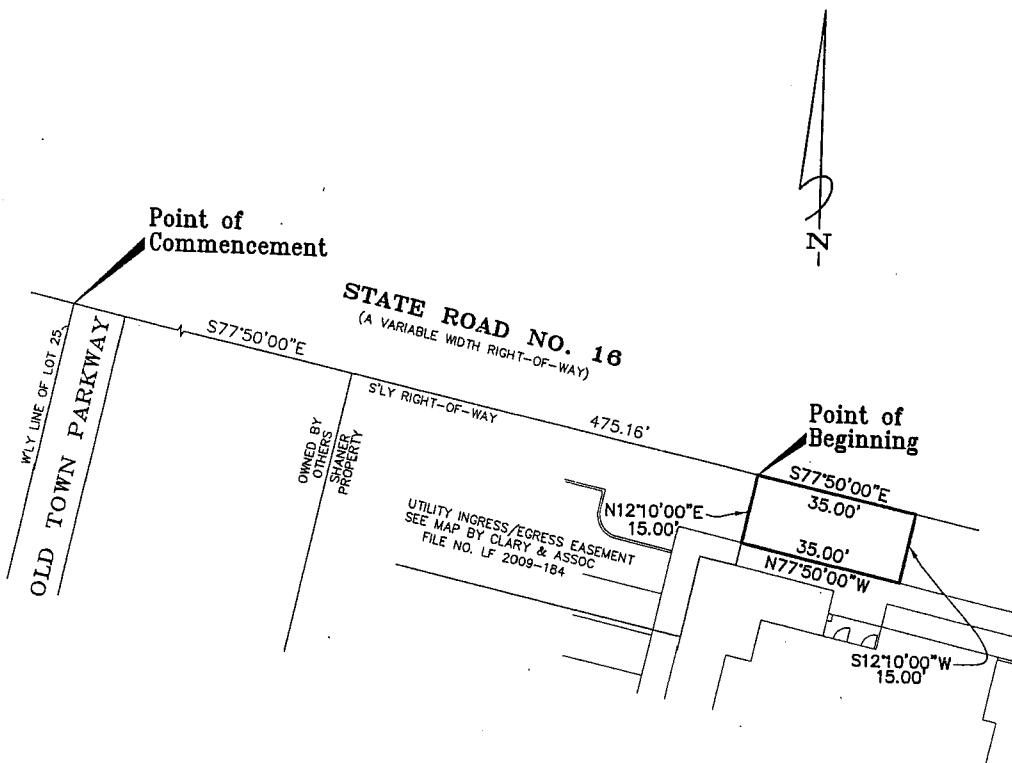
# MAP SHOWING

15' X 35' UTILITY EASEMENT

A PORTION OF LOT 27, AS SHOWN ON THE PLAT OF GREEN ACRES SECTION ONE, RECORDED IN MAP BOOK 6, PAGE 5 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 25 OF SAID GREEN ACRES SECTION ONE, WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 (A VARIABLE WIDTH RIGHT-OF-WAY LINE, AS NOW ESTABLISHED); THENCE SOUTH 77°50'00" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 475.16 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 77°50'00" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 35.00 FEET; THENCE SOUTH 12°10'00" WEST, 15.00 FEET; THENCE NORTH 77°50'00" WEST, 35.00 FEET; THENCE NORTH 12°10'00" EAST, 15.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 525 SQUARE FEET



### GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY R/W LINE OF STATE ROAD NO. 16 AS S77°50'00"E.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY AFFECT THIS PARCEL.
4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

### GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.

JOB NO. 2009-172  
DRAFTER MJC  
DATE 5-7-09  
SCALE 1"=30'  
CHECKED BY *[Signature]*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*[Signature]*  
ROBERT W. GARDNER, P.S.M. CERT. NO. 5603

**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
LB NO. 3731  
3830 CROWN POINT ROAD  
JACKSONVILLE, FLORIDA 32257  
(904) 280-2703  
WWW.CLARYASSOC.COM

Exhibit "B" to Easement

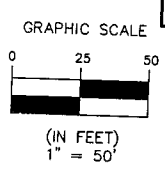
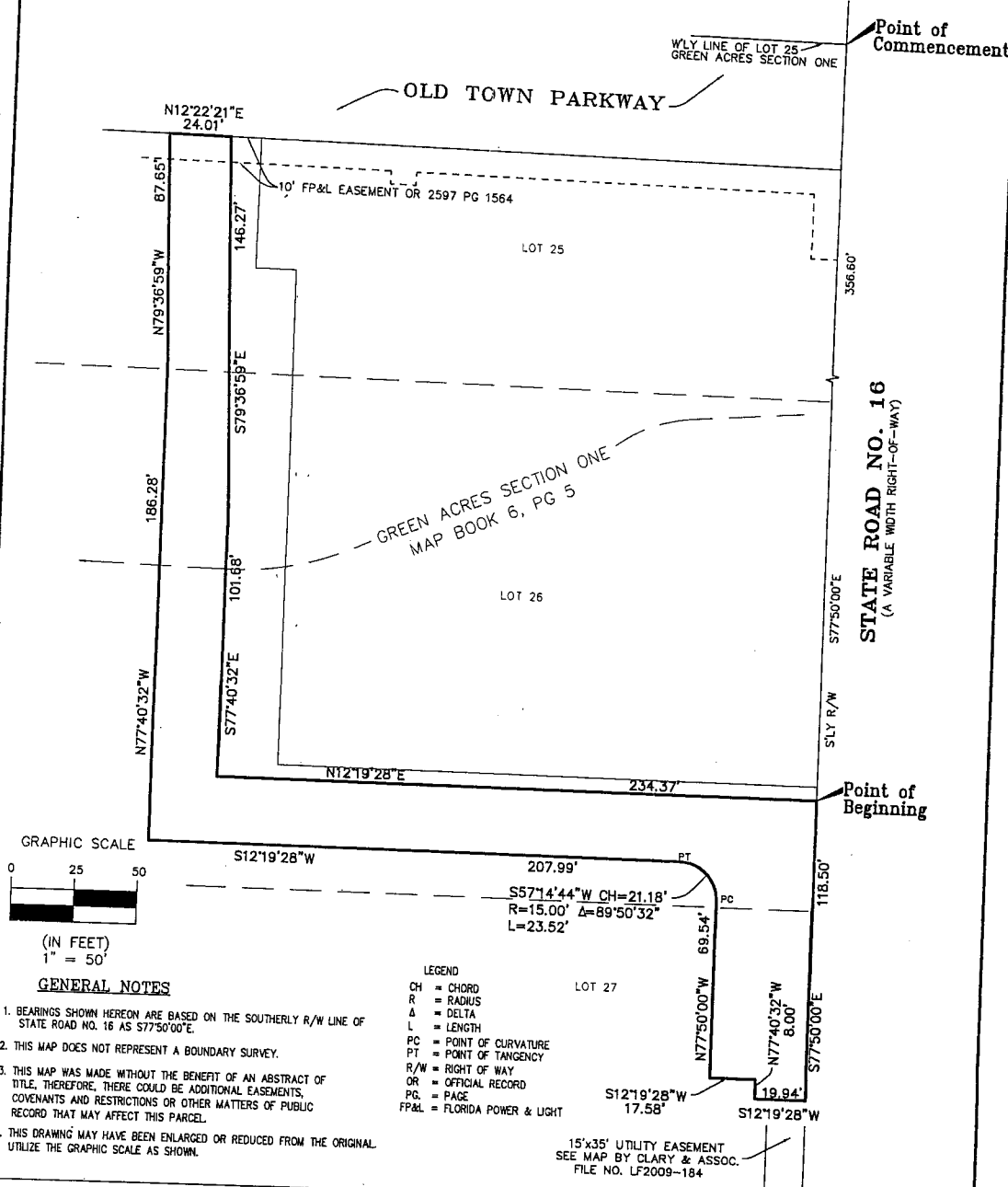
MAP SHOWING

UTILITY INGRESS/EGRESS EASEMENT

A PORTION OF LOT 25, 26 AND 27, AS SHOWN ON THE PLAT OF GREEN ACRES SECTION ONE, RECORDED IN MAP BOOK 6, PAGE 5 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 25 OF SAID GREEN ACRES SECTION ONE, WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 (A VARIABLE WIDTH RIGHT-OF-WAY LINE, AS NOW ESTABLISHED); THENCE SOUTH 77°50'00" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 356.60 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 77°50'00" NORTH 77°40'32" WEST, 8.00 FEET; THENCE SOUTH 12°19'28" WEST, 17.58 FEET; THENCE SOUTH 12°19'28" WEST, 19.94 FEET; THENCE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°14'44" WEST, 21.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°19'28" WEST, 207.99 FEET; THENCE NORTH 77°40'32" WEST, 186.28 FEET; THENCE NORTH 79°36'59" WEST, 87.65 FEET TO THE LINE, 24.01 FEET; THENCE SOUTH 79°36'59" EAST, 146.27 FEET; THENCE NORTH 12°22'21" EAST, 101.68 FEET; THENCE NORTH 12°19'28" EAST, 234.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRES, MORE OR LESS.



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- LEGEND
- CH = CHORD
  - R = RADIUS
  - Δ = DELTA
  - L = LENGTH
  - PC = POINT OF CURVATURE
  - PT = POINT OF TANGENCY
  - R/W = RIGHT OF WAY
  - OR = OFFICIAL RECORD
  - PR = PAGE
  - FP&L = FLORIDA POWER & LIGHT

JOB NO. 2009-184  
DRAFTER MMS  
DATE 5-12-09  
SCALE 1"=50'  
CHECKED BY *[Signature]*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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*[Signature]*  
ROBERT W. GARDNER, P.S.M. CERT. NO. 5603

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WWW.CLARYASSOC.COM



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
**for**

**Courtyard by Marriott**

Shaner Select Service Hotels IV, LLC 1965 Waddle Road, State College, Pennsylvania, 16803, (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:

The personal property, fixtures and equipment comprising the potable water distribution system (The "Improvements") within the project. All of the improvements are included on the approved construction plan drawings and modification to construction plan drawings prepared by Taylor & "White, Inc., titled Courtyard By Marriott and marked approved by St Johns County, respectively (the "Plans"). All of the Improvements are lying within Parcel "B" a portion of lot 25, 26 and 27, as shown on the plat of Green Acres Section one, as recorded in Map Book 6, pages 5 of the public records of St. Johns County, Florida. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

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 15 of May, 2009

WITNESS:

[Signature]  
Witness Signature

Kim Solano  
Print Witness Name

OWNER:

[Signature]  
Owner's Signature

[Signature]  
Print Owner's Name  
Witness

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 12 day of May, 2009, by Peter Belmore who is personally known to me or has produced \_\_\_\_\_ as identification.

Melissa Taylor  
Notary Public



**Melissa Taylor**  
Commission # DD441680  
Expires June 16, 2009  
Bonded Troy Fain - Insurance, Inc 800-385-7019

Owner:  
[Signature]

Signature

Peter Belmore

Print Name



Schedule "A" to Bill of Sale  
**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

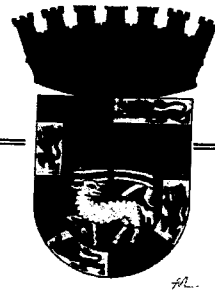
Project Name: Marriott Courtyard  
 Contractor: Garrard Building Contractors  
 Developer: \_\_\_\_\_

<b>Water Mains (Size, Type &amp; Pipe Class)</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
8" PVC DR-14	LF	40	\$ 12.71	\$ 508.40
6" PVC DR-14	LF	70	\$ 11.35	\$ 794.50
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>			\$ -	\$ -
8" Mueller	Ea	1	\$ 1,463.00	\$ 1,463.00
6" Mueller	Ea	3	\$ 1,248.00	\$ 3,744.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Water Meter Vault</b>			\$ -	\$ -
Water Meter Vault	Ea	1	\$ 4,138.00	\$ 4,138.00
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>			\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Force Main (Size and Type)</b>			\$ -	\$ -
8" PVC C900 DR21	LF	780	\$ 16.22	\$ 12,651.60
Air Release Valve	Ea	1	\$ 2,365.50	\$ 2,365.50
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 25,665.00</b>

*St. Johns County Board of County Commissioners*

UTILITY DEPARTMENT  
Engineering Division

1205 STATE ROAD 16  
SAINT AUGUSTINE, FLORIDA  
32084-8646



PHONE: (904) 209-2700  
FAX: (904) 209-2601

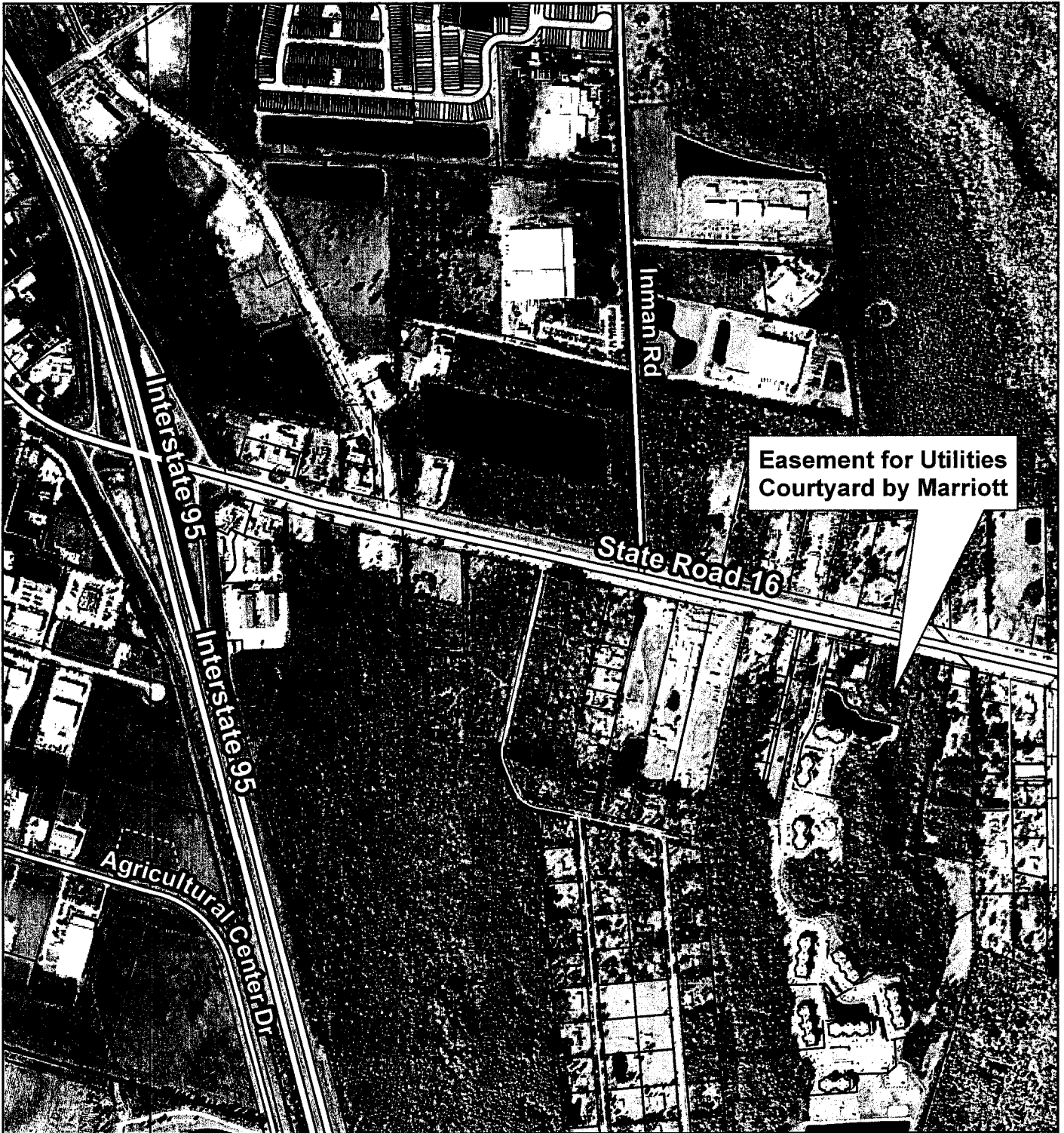
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator  
FROM: Robert Zammataro, Chief Engineer - Development  
SUBJECT: Courtyard by Marriott at Westpark  
DATE: May 19, 2009

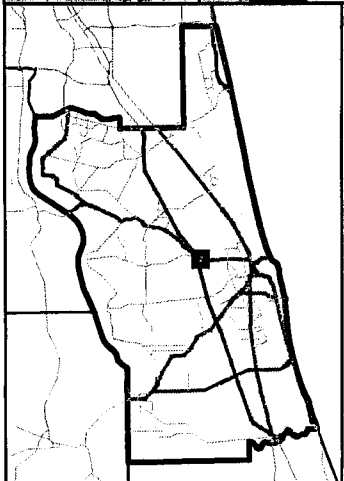
Please present the Easement, Bill of Sale, and Utility Construction Value documents to the Board of County Commissioners (BCC) for final approval and acceptance of Courtyard by Marriott at Westpark.

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

Your support and cooperation as always are greatly appreciated.



Easement for Utilities  
Courtyard by Marriott



## Easement for Utilities Courtyard by Marriott

0 300 600 1,200 1,800 2,400  
Feet

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
May 29, 2009  
(904) 209-0788



**DISCLAIMER.**  
This map is for reference use  
only. Data provided are derived  
from multiple sources with  
varying levels of accuracy.