RESOLUTION NO. 2013-__90__

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO PROVIDE WATER AND SEWER SERVICE TO HARBOUR ISLAND IMPROVEMENTS IN PONTE VEDRA AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, Fletcher Realty Investments, 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, to provide water and sewer service to Harbour Island Improvements in Ponte Vedra; and

WHEREAS, Fletcher Realty Investments, Inc., has also executed a Bill of Sale and schedule of values conveying all personal property associated with the water and sewer system, 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.

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. To the extent that there are typographical, scriveners 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.

Section 4. 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 ____ day of May, 2013.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: ____________________________
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: ____________________________
Deputy Clerk

RENDITION DATE 5/9/13
EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4th day of August, 2010 by Fletcher Realty Investments, Inc., a Florida corporation, with an address of 1548 The Greens Way, Suite 4, Jacksonville Beach, Florida 32250, 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, gravity sewer collection system & sewer force mains 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 over the Easement Area as necessary for the use and enjoyment of the easement herein granted.

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 easements herein granted are 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 easements 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 easements hereby granted to the new easement areas 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.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - 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.

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:

Witness
Anita M. Faace
Print Name

Witness
Trisha Barket
Print Name

FLETCHER REALTY INVESTMENTS, INC., a Florida corporation

By: Robert L. Johnson
Its: Vice President

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 4th day of
August 2012, by Robert L. Johnson, Vice President of FLETCHER REALTY INVESTMENTS, INC., a Florida corporation, who is personally known to me or has produced N/A as identification.

Notary Public

(00185423.DOC2)
50' UTILITY EASEMENT
A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 14, AS SHOWN ON THE PLAT OF HARBOUR ISLAND
ESTATES UNIT FOUR, AS RECORDED IN MAP BOOK 33, PAGES 94 THROUGH 100, INCLUSIVE OF THE
PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT LING ON THE NORTHERLY RIGHT
OF WAY LINE OF HARBOUR VIEW DRIVE (AS NOW ESTABLISHED) AND THE ARC OF A CURVE LEADING
NORTHEASTERLY, THENCE NORTHEASTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG
AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET.
AN ARC DISTANCE OF 94.00 FEET, SAID ARC BEING SUBDIVIDED BY A CHORD BEARING AND DISTANCE
OF NORTH 41°17'02" EAST, 80.01 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING:
THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG AND
AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET, AN
ARC DISTANCE OF 55.44 FEET, SAID ARC BEING SUBDIVIDED BY A CHORD BEARING AND DISTANCE OF
SOUTH 53°02'28" EAST, 62.64 FEET; THENCE NORTH 89°43'20" EAST, 6.00 FEET; THENCE NORTH
08°37'37" EAST, 110.23 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY, THENCE
NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS
OF 275.00 FEET, AN ARC DISTANCE OF 27.61 FEET, SAID ARC BEING SUBDIVIDED BY A CHORD BEARING
AND DISTANCE OF NORTH 04°54'34" WEST, 277.81 FEET; THENCE SOUTH 73°12'30" WEST, 50.00 FEET,
TO THE ARC OF A CURVE LEADING SOUTHWASTIERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF
SAID CURVE, CONCAVE WESTIERLY, HAVING A RADIUS OF 625.00 FEET, AN ARC DISTANCE OF 250.08
FEET, SAID ARC BEING SUBDIVIDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°54'34" WEST,
250.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 08°37'37" WEST, 84.27
FEET TO THE POINT OF BEGINNING.
CONTAINING 0.42 ACRES, MORE OR LESS.
FOR: FLETCHER MANAGEMENT GROUP

GENERAL NOTES
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY
BOUNDARY OF HARBOUR ISLAND ESTATES UNIT FOUR
AS 5718'24" N.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM
THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE
COMMITMENT; THEREFORE, THERE COULD BE ADDITIONAL
EASEMENTS, COVENANTS AND RESTRICTIONS OR OTHER
MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT
AFFECT THIS PARCEL.

LEGEND
MB = MAP BOOK
PO = PAGE
R/W = RIGHT OF WAY
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
CH = CHORD
R = RADIUS
L = LENGTH
A = DELTA

SHEET 2 OF 2

JOB NO. 2010-150
DRAFTER JRS
DATE 07-32-10
SCALE 1"=80'
CHECKED BY
GREGORY H. CLARY, P.S.M. CERT. NO. 3577

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
1905 S. 30TH
ORLANDO, FL 32805
PHONE: (407) 894-3333
FAX: (407) 894-3303
WWW.CLARYSURVEYS.COM

{00185423.DOC:2}
BILL OF SALE
UTILITY IMPROVEMENTS
for
HARBOUR ISLAND IMPROVEMENTS

FLETCHER REALTY INVESTMENTS (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:

SEE EXHIBIT “A” ATTACHED

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 the 14th day of March 2007.

WITNESS:
Anita M. Farace
Owner:
Robert L. Johnson

Witness Signature
Owner’s Signature

Print Witness Name
Print Owner’s Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 14th day of March 2007, by Robert L. Johnson, who is personally known to me or has produced N/A as identification.

Notary Public State of Florida
Judy V. Buckner
My Commission 09941778
Expires 03/03/2014

Notary Public
### St. Johns County Utility Department
Asset Management
Schedule of Values
EXHIBIT A PAGE 1 OF 2

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>HARBOUR ISLAND IMPROVEMENTS</th>
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<tbody>
<tr>
<td>Contractor:</td>
<td>BESCH &amp; SMITH CIVIL GROUP INC.</td>
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<td>Developer:</td>
<td>FLETCHER REALTY INVESTMENTS</td>
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<tr>
<th>Water Mains (Size, Type &amp; Pipe Class)</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
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<th>Water Valves (Size and Type)</th>
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<td>FIRE HYDRANT</td>
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<td>1.5&quot; WATER SERVICE SHORT</td>
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Total Water System Cost $35,878.53
## Project Name:
**Harbour Island Improvements**

## Contractor:
**Bensch & Smith Civil Group Inc.**

## Developer:
**Fletcher Realty Investments**

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<tr>
<th>Force Mains (Size, Type &amp; Pipe Class)</th>
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<th>QUANTITY</th>
<th>UNIT COST</th>
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<td>6-8 foot deep</td>
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<tr>
<td>8-10 foot deep</td>
<td>EA</td>
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<tr>
<td>10-12 foot deep</td>
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</tr>
<tr>
<td>&gt; 12 foot deep</td>
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<td>Process Piping</td>
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<td>Process Structure</td>
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<td>Process Electrical Equipment</td>
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<td>Other Improvements</td>
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**Total Sewer System Cost** $18,737.20
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Harbour Island Improvements
DATE: March 27, 2013

Please present the Easement, Bill of Sale, and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Harbour Island Improvements.

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.