

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO SILVER CREEK ASSISTED LIVING FACILITY ON STATE ROAD 207.

RECITALS

WHEREAS, Silver Creek, LLLP, a Florida limited liability 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 and sewer service to Silver Creek Assisted Living Facility on State Road 207; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the document mentioned above, as stated in a memo attached hereto as Exhibit "B," incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept the Easement for the health, safety and welfare of the residents of the facility.

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 by the Board of County Commissioners.

Section 3. To the extent that there are scrivener's, 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.

Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

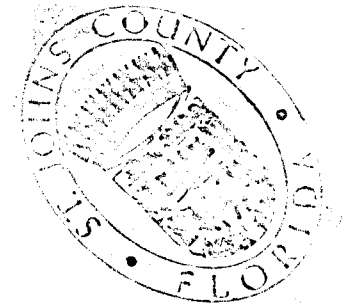
PASSED AND ADOPTED this 21st day of January, 2014.

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

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 1/23/14

PREPARED BY:
DUSS, KENNEY, SAFER, HAMPTON & JOOS, P.A.
4348 SOUTHPPOINT BLVD.
SUITE 101
JACKSONVILLE, FL 32216

Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 23rd day of December, 2013 by SILVER CREEK ST. AUGUSTINE LLLP, a Florida limited liability limited partnership with an address of 1500 S. Central Expressway, Suite 500, McKinney, Texas 75075, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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, lift station & 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 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. 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 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. (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) PUMP STATION & 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.

[Signature pages to follow.]

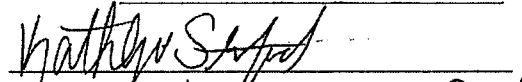
Signed, sealed and delivered in our presence:

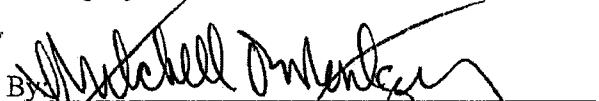
By: Silver Creek St. Augustine LLLP, a Florida limited liability limited partnership

By: Silver Creek Genpar, LLC, a Florida limited liability company, its General Partner

By: Silver Creek - MRM, LLC, Florida limited liability company, one of two Managing Members


Printed Name **MARIE ALEXANDER**

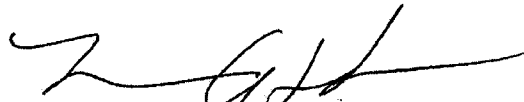

Printed Name Kathryn Stamford

By: 
Mitchell R. Montgomery, Managing Member

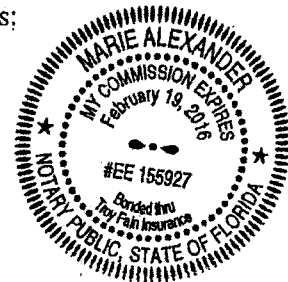
(Seal)

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 23rd day of December, 2013, by Mitchell R. Montgomery, as Managing Member of Silver Creek - MRM, LLC, a Florida limited liability company, as one of two Managing Members of Silver Creek GENPAR LLC, a Florida limited liability company, General Partner of Silver Creek St. Augustine LLLP, a Florida limited liability limited partnership on behalf of the partnership.


Notary Public, State and County aforesaid
My commission expires:
Commission No.:

He: (please check appropriate statement)
 is personally known to me
 produced identification (specify type)



By: ZKV LLC, a Texas limited liability company

[Signature]

Printed Name Greg Lambert

[Signature]

Printed Name JAMES KERIS

By: [Signature]
Jerry Green, Member

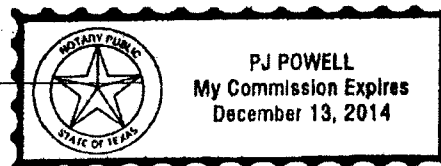
State of Texas
County of Collin

The foregoing instrument was acknowledged before me this 30th day of December, 2013, by Jerry Green, as Member of ZKV LLC, a Texas limited liability company, as one of two Managing Members of Silver Creek GENPAR LLC, a Florida limited liability company, General Partner of Silver Creek St. Augustine LLLP, a Florida limited liability limited partnership on behalf of the partnership.

[Signature]

Notary Public, State and County aforesaid
My commission expires: 12/13/14
Commission No.:

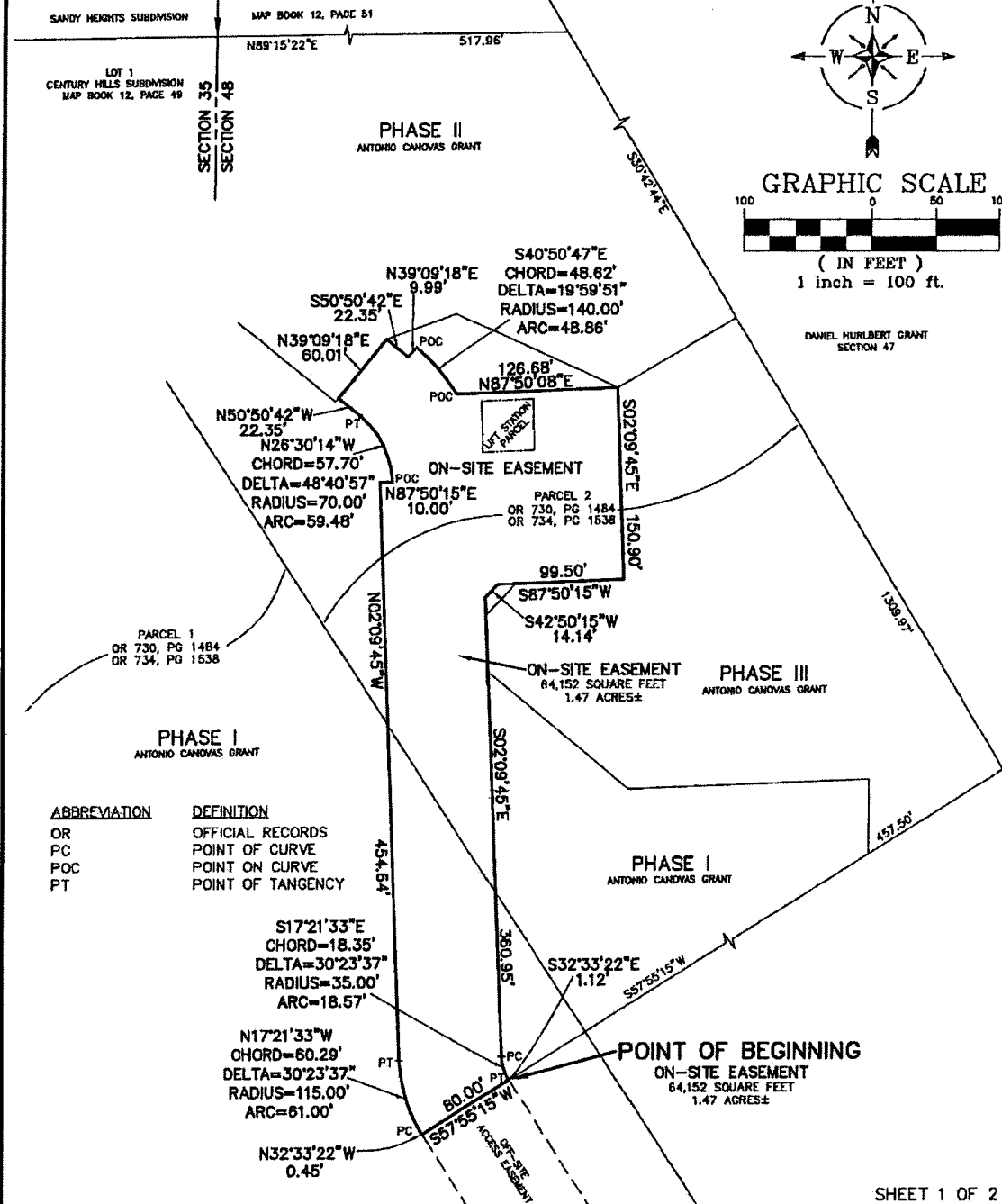
He: (please check appropriate statement)
 is personally known to me
 produced identification (specify type)



MAP SHOWING

A PART OF THE ANTONIO CANOVAS GRANT, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA. LEGAL DESCRIPTION MORE PARTICULARLY DESCRIBED ON SHEET 2 OF 2.

POINT OF REFERENCE ON-SITE EASEMENT



ABBREVIATION	DEFINITION
OR	OFFICIAL RECORDS
PC	POINT OF CURVE
POC	POINT ON CURVE
PT	POINT OF TANGENCY

SHEET 1 OF 2

CHARLES BASSETT & ASSOCIATES, INC.

SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10046 - FLEMING ISLAND, FLORIDA, 32006 - PHONE (904) 215-0707 - FAX (904) 215-0711

I HEREBY CERTIFY THAT THIS MAP PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61G17-8, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

Charles R. Bassett Jr.

CHARLES R. BASSETT JR., REGISTERED LAND SURVEYOR FLA. NO. 4591
GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 8628

SURVEYED DECEMBER 18, 2013

BEARING DATUM BASED ON A BEARING OF SOUTH 57°26'38" WEST ALONG THE NORTHERLY R/W OF STATE ROAD #207.

FIELD BOOK NO.: N/A PAGE(S) N/A LEGAL: NOT APPLICABLE WORK ORDER NO.: 02-04-18
COMPUTER FILE NAME: Q20418C.DWG SCALE: 1" = 100' FILE NO.: L-6634-ON E

MAP SHOWING

(ON-SITE EASEMENT)

A PART OF THE ANTONIO CANOVAS GRANT, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID ANTONIO GRANT, BEING ALSO THE NORTHEAST CORNER OF CENTURY HILLS, AS RECORDED IN MAP BOOK 12, PAGE 49 IN THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE NORTH 89°15'22" EAST ALONG THE NORTH LINE OF SAID GRANT, BEING ALSO THE SOUTH LINE OF SANDY HEIGHTS, AS RECORDED IN MAP BOOK 12, PAGE 51 AS RECORDED IN SAID PUBLIC RECORDS, A DISTANCE OF 517.96 FEET TO THE SOUTHEAST CORNER OF SAID SANDY HEIGHTS; THENCE SOUTH 30°42'44" EAST ALONG THE BLAZED PROPERTY LINE OCCUPIED BY THE ST. REGIS COMPANY AND SAID PROPERTY LINE ALSO BEING THE INTENT OF THE WEST LINE OF THE DANIEL HURLBERT GRANT, SECTION 47, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1309.97 FEET; THENCE SOUTH 57°55'15" WEST, A DISTANCE OF 457.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 57°55'15" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 32°33'22" WEST, A DISTANCE OF 0.45 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 115.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 61.00 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 17°21'33" WEST AND CHORD DISTANCE OF 60.29 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 02°09'45" WEST, A DISTANCE OF 454.64 FEET; THENCE NORTH 87°50'15" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 59.48 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°30'14" WEST AND CHORD DISTANCE OF 57.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°50'42" WEST, A DISTANCE OF 22.35 FEET; THENCE NORTH 39°09'18" EAST, A DISTANCE OF 60.01 FEET; THENCE SOUTH 50°50'42" EAST, A DISTANCE OF 22.35 FEET; THENCE NORTH 39°09'18" EAST, A DISTANCE OF 9.99 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 48.86 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 40°50'47" EAST AND CHORD DISTANCE OF 48.62 FEET TO A POINT ON SAID CURVE; THENCE NORTH 87°50'08" EAST, A DISTANCE OF 126.68 FEET; THENCE SOUTH 02°09'45" EAST, A DISTANCE OF 150.90 FEET; THENCE SOUTH 87°50'15" WEST, A DISTANCE OF 99.50 FEET; THENCE SOUTH 42°50'15" WEST, A DISTANCE OF 14.14 FEET; THENCE SOUTH 02°09'45" EAST, A DISTANCE OF 360.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 18.57 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 17°21'33" EAST AND CHORD DISTANCE OF 18.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 32°33'22" EAST, A DISTANCE OF 1.12 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:
MONTGOMERY LAND COMPANY
JDB, LLC
SILVER CREEK, LLLP

GENERAL NOTES

1. THIS SURVEY MAP DOES NOT REFLECT OWNERSHIP.
2. THIS MAP DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
3. UNDERGROUND PORTION OF FOUNDATION/FOOTER NOT LOCATED.
4. THERE MAY BE UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY.
5. UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.
6. THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000.
7. ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
8. THIS SURVEY MAP AND/OR SURVEY REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE OF A LICENSED SURVEYOR AND MAPPER AND THE ORIGINAL RAISED SEAL.
9. SEE SURVEY PREPARED BY CHARLES BASSETT & ASSOCIATES, INC., FILE # S-5715-T, DATED NOVEMBER 07, 2000, LAST AMENDED, APRIL 20, 2004.
10. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF SURVEYOR.
11. TITLE COMMITMENT FOR SUBJECT PROPERTY AND LEGAL DESCRIPTION FURNISHED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ALL EASEMENTS HAVE BEEN SHOWN HEREON IF THEY AFFECT SUBJECT PROPERTY, TITLE COMMITMENT #13101217.

SHEET 2 OF 2

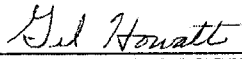
CHARLES BASSETT & ASSOCIATES, INC.

SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10046 - FLEMING ISLAND, FLORIDA, 32006 - PHONE (904) 215-0707 - FAX (904) 215-0711

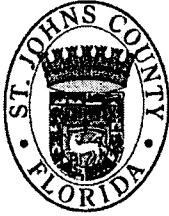
I HEREBY CERTIFY THAT THIS MAP PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61G17-6, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

SURVEYED DECEMBER 18, 2013


CHARLES R. BASSETT JR., REGISTERED LAND SURVEYOR FLA. NO. 4591
GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
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St. Johns County Board of County Commissioners

Utility Department

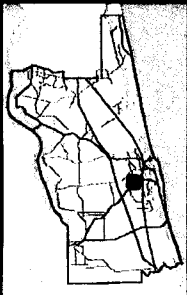
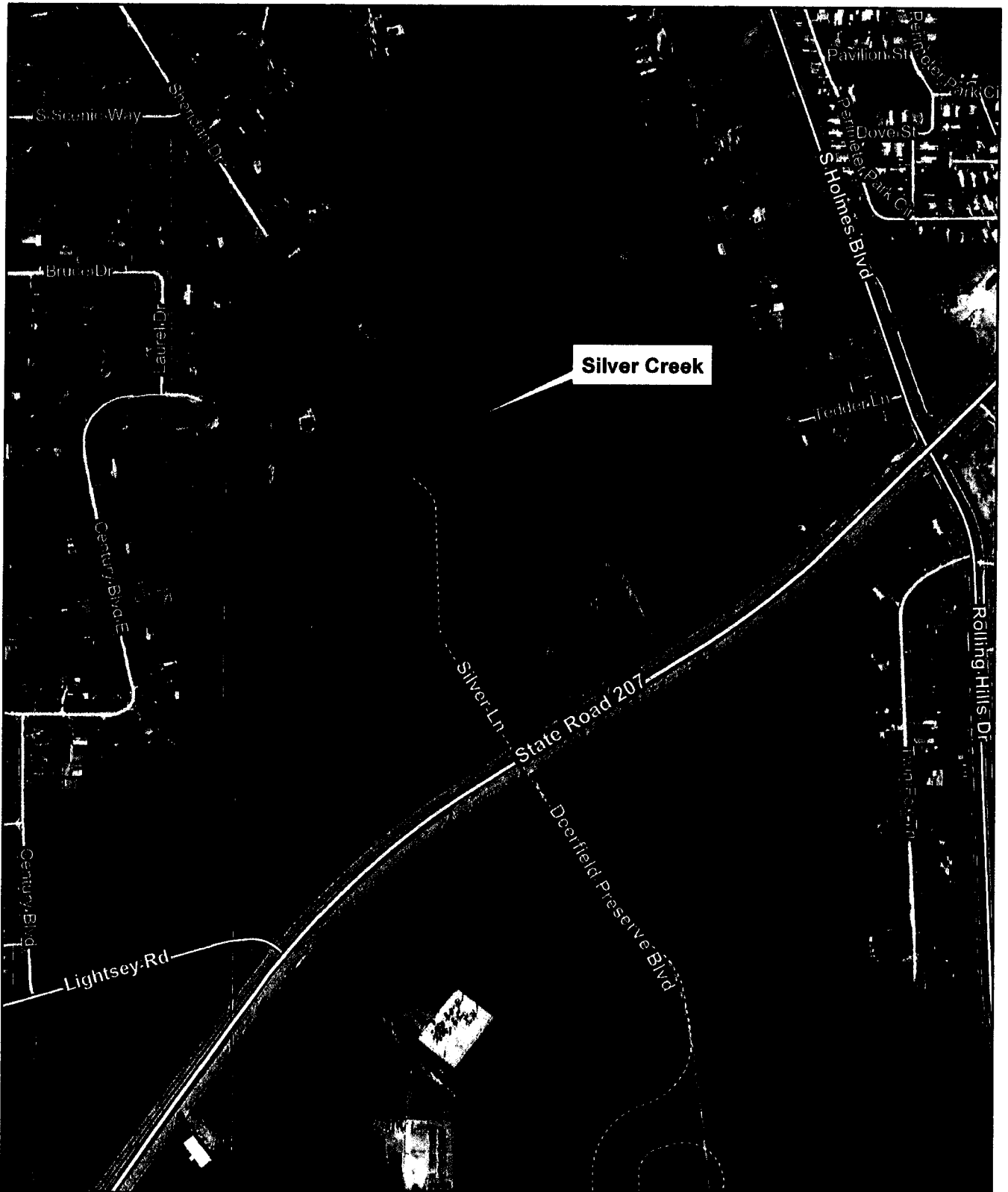
INTEROFFICE MEMORANDUM


TO: Nanette Bradbury, Real Estate Coordinator
FROM: Chris Cannan, Utility Review
SUBJECT: Silver Creek Assisted Living Facility
DATE: December 17, 2013

Please present the Easement to the Board of County Commissioners (BCC) for approval and acceptance of Silver Creek Assisted Living Facility.

After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and a copy of the recorded Easement for our files.

Your support and cooperation as always are greatly appreciated.




 2013 Aerial Imagery
 0 100 200
 Feet
 December 17, 2013

Easement for Utilities Silver Creek Assisted Living Facility

**Land Management
Systems
Real Estate
Division
(904) 209-0788**

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

