

RESOLUTION NO. 2016- 111

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FOR CONVEYANCE OF A LIFT STATION SITE AND AN EASEMENT FOR UTILITIES TO SERVE SOUTHAVEN PHASE ONE.

RECITALS

WHEREAS, Southaven Land Associates, LLC, a Delaware limited liability company, has executed and presented to the County a Special Warranty Deed conveying a lift station site, attached hereto as Exhibit "A", and an Easement for Utilities and Bill of Sale, attached hereto as Exhibits "B" and "C" incorporated by reference and made a part hereof, to serve Southaven Phase One; and

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

WHEREAS, it is in the best interest of the County to accept the Special Warranty Deed and Easement for Utilities 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 Special Warranty Deed, 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, scrivener 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 Special Warranty Deed and Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

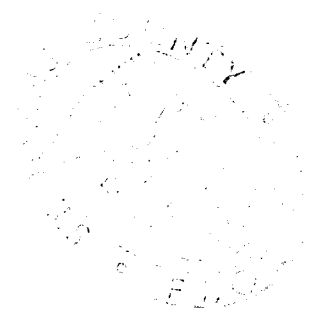
PASSED AND ADOPTED this 19 day of April, 2016.

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

By: 
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk


Deputy Clerk



RENDITION DATE 4/21/16

Exhibit "A" to Resolution

Prepared By:

Kathryn F. Whittington
Whittington Law, PLLC
24 Cathedral Place, Suite 600
St. Augustine, Florida 32084

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the 16 day of December, 2015, by **SOUTHAVEN LAND ASSOCIATES, LLC**, a Delaware limited liability company, whose address is 605 Palencia Club Drive, St. Augustine Florida 32095, hereinafter called the Grantor, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in St. Johns County, State of Florida, described as follows:

TRACT A, AS SHOWN ON THE SOUTHAVEN PHASE 1
PLAT RECORDED IN MAP BOOK 76, PAGES 39-50 OF THE
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, its successors and assigns and not otherwise; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, but this instrument shall not operate to reimpose the same, and

taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Carol Reiser
Print Name: Carol Reiser

Kim Robinson
Print Name: Kim Robinson

SOUTHAVEN LAND ASSOCIATES LLC, a Delaware limited liability company

By: Hines Interests Limited Partnership, a Delaware limited liability partnership, its managing Member

By: Hines Holdings, Inc., a Texas corporation, Its general partner

Michael T. Harrison
Name: Printed: Michael T. Harrison
Title: Senior Managing Director

STATE OF GEORGIA }
 }SS
COUNTY OF DEKALB }

The foregoing instrument was acknowledged before me this 10 day of DEC. 2015, by Michael T. Harrison, as Senior Managing Director of HINES HOLDINGS, INC., a Texas corporation, as the general partner of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited liability partnership, the managing member of SOUTHAVEN LAND ASSOCIATES LLC, a Delaware limited liability company, on behalf of the company.

Trisha J. Lobaack
(Print Name TRISHA J. LOBACK)
NOTARY PUBLIC
State of GA at Large
Commission #
My Commission Expires: 7/5/17
Personally Known
or Produced I.D.
[check one of the above]
Type of Identification Produced _____

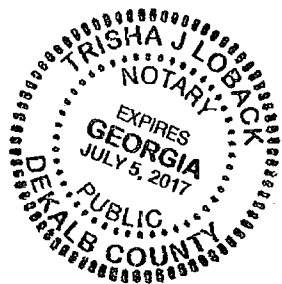


Exhibit "B" to Resolution

Prepared By:

Kathryn F. Whittington
Whittington Law, PLLC
24 Cathedral Place, Suite 600
St. Augustine, Florida 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16 day of December, 2015 by **SOUTHAVEN LAND ASSOCIATES, LLC**, a Delaware limited liability company, with an address of 605 Palencia Club Drive, St. Augustine, Florida 32095, 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, Florida 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. 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 STATIONS AND 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 or Grantor's successors and assigns will indemnify and hold Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT "A"

EASEMENT AREA

BRONSON PARKWAY, HAAS AVENUE, HARKNESS COURT, FREMONT AVENUE, WESTCOTT PARKWAY, AND KIRKSIDE AVENUE, ALL AS SHOWN ON THE SOUTHAVEN PHASE 1 PLAT RECORDED IN MAP BOOK 76, PAGES 39-50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



BILL OF SALE

**UTILITY IMPROVEMENTS
for
Southaven Phase I**

Southaven Community Development District 605 Palencia Club Drive St Augustine FL 32095, (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 Attachment 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 15th of December, 2015.

WITNESS:

Carla Luigs
Witness Signature

Carla Luigs
Witness Name

OWNER:

WFO'S
Owner's Signature

Walter O'Shea
Chairman

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me this 15th day of December 2015, by Walter O'Shea who is personally known to me or has produced _____ as identification.

Kellie M Hines
Notary Public



Exhibit A



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name:	SOUTHAVEN PUD
Contractor:	JOHN WOODY, INC.
Developer:	Southaven Community Development District

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
12" DR 18 PVC	LF	300	\$ 37.00	\$ 11,100.00
10" DR 18 PVC	LF	500	\$ 33.00	\$ 16,500.00
8" DR 18 PVC	LF	8100	\$ 28.00	\$ 226,800.00
6" DR 18 PVC	LF	160	\$ 23.00	\$ 3,680.00
12" & 10" DR 11 HDPE	LF	640	\$ 48.00	\$ 30,720.00
Water Valves (Size and Type)				
12" GATE VALVE AMERICAN	Ea	2	\$ 1,725.00	\$ 3,450.00
10" GATE VALVE AMERICAN	Ea	2	\$ 1,450.00	\$ 2,900.00
8" GATE VALVE AMERICAN	Ea	23	\$ 1,050.00	\$ 24,150.00
12" BACKFLOW PREVENTER	Ea	1	\$ 10,830.00	\$ 10,830.00
			\$ -	\$ -
Hydrants Assembly (Size and Type)				
FIRE HYDRANT 6" AMERICAN	Ea	15	\$ 3,275.00	\$ 49,125.00
FIRE HYDRANT 2" AMERICAN	Ea	4	\$ 700.00	\$ 2,800.00
			\$ -	\$ -
Sevices (Size and Type)				
1" POLY	Ea	187	\$ 345.00	\$ 64,515.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Water System Cost			\$ -	\$ 446,570.00



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name:
 Contractor:
 Developer:

SOUTHAVEN PUD
JOHN WOODY, INC.
 Southaven Community Development District

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
8" DR 11 HDPE	LF	40	\$ 30.00	\$ 1,200.00
6" DR 25/18 PVC	LF	2900	\$ 17.00	\$ 49,300.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sewer Valves (Size and Type)				
6" GATE VALVE AMERICAN	Ea	3	\$ 775.00	\$ 2,325.00
2" AIR RELEASE VALVE	Ea	2	\$ 4,762.50	\$ 9,525.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR 26 PVC	LF	9130	\$ 50.60	\$ 461,978.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Laterals (Size and Type)				
6" PVC	EA	176	\$ 430.00	\$ 75,680.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA	11	\$ 3,760.00	\$ 41,360.00
6-8 foot deep	EA	3	\$ 3,960.00	\$ 11,880.00
8-10 foot deep	EA	6	\$ 4,147.00	\$ 24,882.00
10-12 foot deep	EA	3	\$ 6,200.00	\$ 18,600.00
> 12 foot deep	EA	15	\$ 9,700.00	\$ 145,500.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 83,480.00	\$ 83,480.00
Process Piping	Lump Sum	1	\$ 34,500.00	\$ 34,500.00
Process Structure	Lump Sum	1	\$ 101,150.00	\$ 101,150.00
Process Electrical Equipment	Lump Sum	1	\$ 71,000.00	\$ 71,000.00
Other Improvements	Lump Sum	1	\$ 19,900.00	\$ 19,900.00
Total Sewer System Cost				\$ 1,152,260.00



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name:	SOUTHAVEN PUD
Contractor:	JOHN WOODY, INC.
Developer:	Southaven Community Development District

Reuse Mains (Size, Type & Pipe-Clase)	UNIT	QUANTITY	UNIT COST	TOTAL COST
12" DR 18 PVC	LF	300	\$ 38.00	\$ 11,400.00
8" DR 18 PVC	LF	6740	\$ 27.00	\$ 181,980.00
6" DR 18 PVC	LF	1420	\$ 22.00	\$ 31,240.00
4" DR 18 PVC	LF	100	\$ 19.00	\$ 1,900.00
16", 10" & 6" DR 11 HDPE	LF	540	\$ 55.00	\$ 29,700.00
Reuse Valves (Size and Type)				
12" GATE VALVE AMERICAN	Ea	2	\$ 1,725.00	\$ 3,450.00
8" GATE VALVE AMERICAN	Ea	21	\$ 1,050.00	\$ 22,050.00
6" GATE VALVE AMERICAN	Ea	3	\$ 775.00	\$ 2,325.00
4" GATE VALVE AMERICAN	Ea	1	\$ 595.00	\$ 595.00
	Ea		\$ -	\$ -
Hydrants (Size and Type)				
2" FLUSHING HYDRANT	Ea	4	\$ 700.00	\$ 2,800.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
1" POLY	Ea	187	\$ 345.00	\$ 64,515.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ 351,955.00



Exhibit "D" to Resolution

St. Johns County Board of County Commissioners

Utility Department

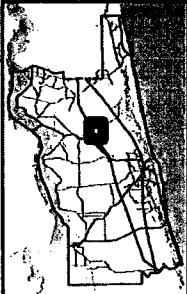
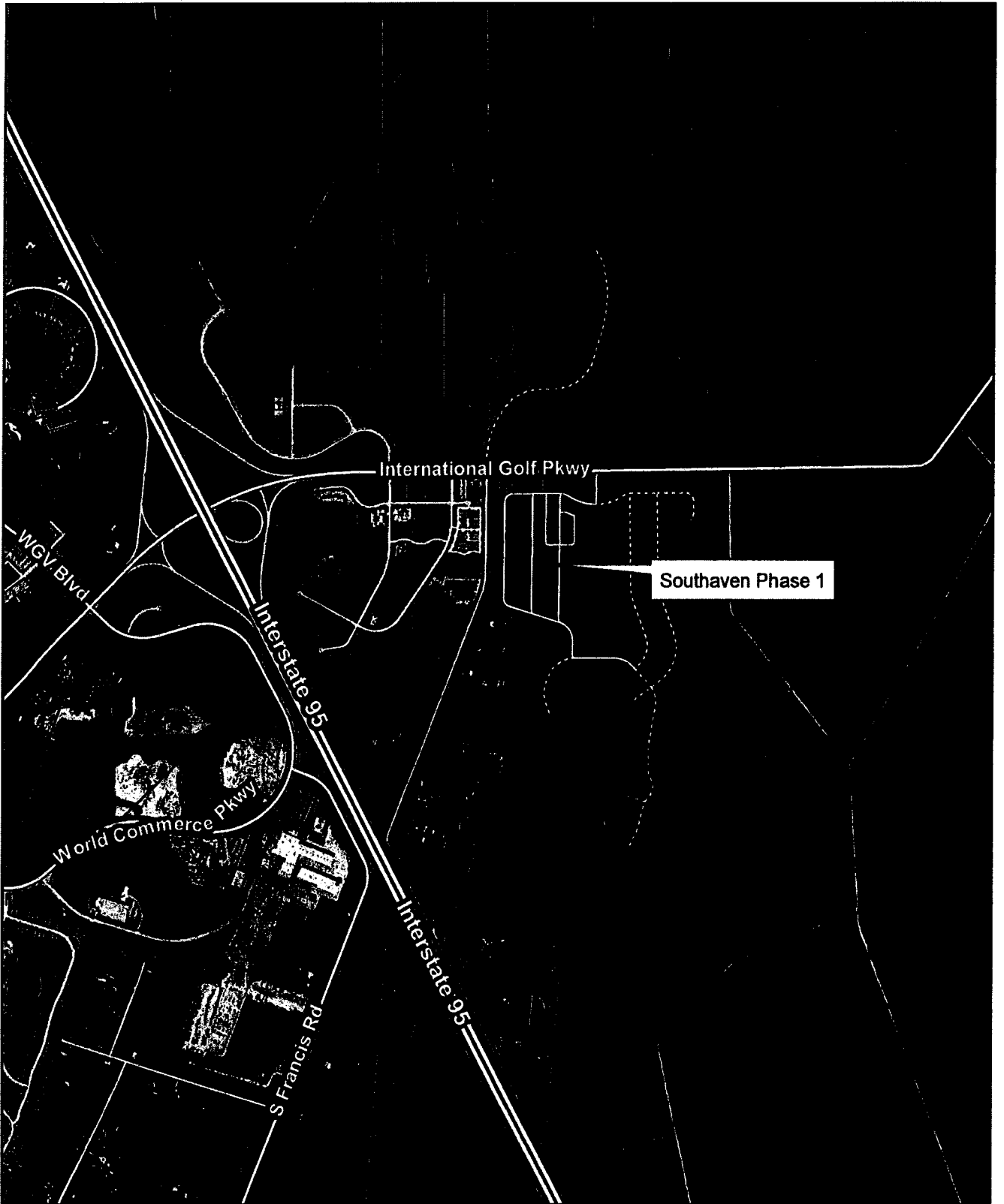
INTEROFFICE MEMORANDUM


TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Southhaven Phase 1
DATE: March 7, 2016

Please present the Easement, Bill of Sale, Schedule of Values, and Special Warranty Deed to the Board of County Commissioners (BCC) for final approval and acceptance of Southhaven Phase 1.

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

Your support and cooperation as always are greatly appreciated.




 2013 Aerial Imagery
 0 500 1,000
 Feet
 March 9, 2016

Southaven Phase 1
*Special Warranty Deed,
 Easement for Utilities,
 and Bill of Sale*

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764
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.

