

RESOLUTION NO. 2017- 53

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND A BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER METERS SERVING THE TRAILMARK AMENITY CENTER IN THE TRAILMARK SUBDIVISION (FKA WHISPER CREEK) LOCATED OFF PACETTI ROAD.**

**RECITALS**

**WHEREAS**, Six Mile Creek Investment Group, LLC, a Delaware 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 the water meters serving the Trailmark Amenity Center in the Trailmark Subdivision (fka Whisper Creek) located off Pacetti Road; and

**WHEREAS**, Six Mile Creek Community Development District, a local special purpose government entity, has executed and presented to the County a Bill of Sale and Schedule of Values, attached hereto as Exhibit "B," incorporated by reference and made apart hereof, conveying all personal property associated with the water meters which provide service to the Trailmark Amenity Center; and

**WHEREAS**, the easement is needed to allow the Utility Department access to the property in the event of a maintenance issue or the need to replace a water meter; 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 and Schedule of Values 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 Easement for Utilities and file the Bill of Sale and Schedule of Values in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21<sup>st</sup> day of February, 2017.

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

By: \_\_\_\_\_  
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Hatterman  
Deputy Clerk

RENDITION DATE 2/23/17



EXHIBIT "A" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this <sup>November</sup> ~~29th~~ day of ~~September~~, 2016 by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, 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 meters 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 water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.

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:

Sara G Zebouni  
Witness

By: CWK  
Print Name: Christian W. Kuhn  
Its: Vice President

SARA G. ZEBOUNI  
Print Name

M Jelle  
Witness

Margaret Jenness  
Print Name

State of FLORIDA  
County of DUVAL

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 2016, by Christian W. Kuhn, Vice President who is personally known to me, or has produced \_\_\_\_\_ as identification.

Sara G. Zebouni  
Notary Public  
SARA G. ZEBOUNI

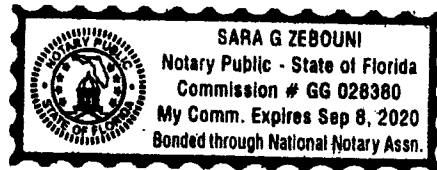


EXHIBIT "A" TO EASEMENT

AN EASEMENT FOR UTILITY PURPOSES, COVERING A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF LOT 140, "WHISPER CREEK PHASE 1 UNIT C", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 73, PAGES 28 THROUGH 38, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH  $51^{\circ}12'29''$  EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 140, (AND ALSO BEING THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRAILMARK DRIVE, AS SHOWN ON AFORESAID PLAT), A DISTANCE OF 83.93 FEET, TO A POINT ON THE EASTERLY LINE OF THAT 10 FOOT F.P.&L. EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 3016, PAGE 1270 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, NORTH  $38^{\circ}48'12''$  WEST, ALONG THE AFORESAID EASTERLY LINE OF SAID EASEMENT, A DISTANCE OF 483.40 FEET, TO THE POINT OF BEGINNING.

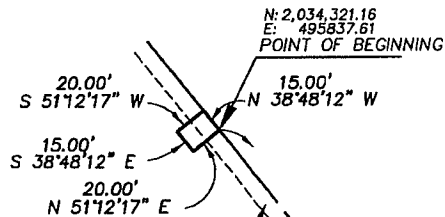
FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH  $38^{\circ}48'12''$  WEST, CONTINUING ALONG THE EASTERLY LINE OF SAID 10 FOOT F.P.&L. EASEMENT, A DISTANCE OF 15.00 FEET, TO A POINT; RUN THENCE, SOUTH  $51^{\circ}12'17''$  WEST, A DISTANCE OF 20.00 FEET, TO A POINT; RUN THENCE, SOUTH  $38^{\circ}48'12''$  EAST, A DISTANCE OF 15.00 FEET, TO A POINT; RUN THENCE, NORTH  $51^{\circ}12'17''$  EAST, A DISTANCE OF 20.00 FEET, TO A POINT ON THE AFORESAID 10 FOOT F.P.& L. EASEMENT, AND THE POINT OF BEGINNING.

## MAP SHOWING SKETCH WHISPHER CREEK AMENITY CENTER, UTILITY EASEMENT

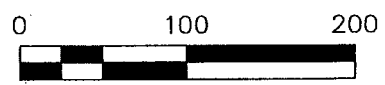
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FOR A POINT OF BEGINNING, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF LOT 140, "WHISPHER CREEK PHASE 1 UNIT C", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 73, PAGES 28 THROUGH 38, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH 51°12'29" EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 140, (AND ALSO BEING THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRAILMARK DRIVE, AS SHOWN ON AFORESAID PLAT), A DISTANCE OF 83.93 FEET, TO A POINT ON THE EASTERLY LINE OF THAT 10 FOOT F.P.&L. EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 3016, PAGE 1270 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, NORTH 38°48'12" WEST, ALONG THE AFORESAID EASTERLY LINE OF SAID EASEMENT, A DISTANCE OF 483.40 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 38°48'12" WEST, CONTINUING ALONG THE EASTERLY LINE OF SAID 10 FOOT F.P.&L. EASEMENT; A DISTANCE OF 15.00 FEET, TO A POINT; RUN THENCE, SOUTH 51°12'17" WEST, A DISTANCE OF 20.00 FEET, TO A POINT; RUN THENCE, SOUTH 38°48'12" EAST, A DISTANCE OF 15.00 FEET, TO A POINT; RUN THENCE, NORTH 51°12'17" EAST, A DISTANCE OF 20.00 FEET, TO A POINT ON THE AFORESAID 10 FOOT F.P.&L. EASEMENT, AND THE POINT OF BEGINNING.



DATE SEPTEMBER 15, 2016  
 SCALE 1" = 100'  
 JOB NO. 42515  
 COMPUTER CONNELLY & WICKER\TRADEMARK  
 FILE NAME EASEMENT\UTILITY EASEMENT



GRAPHIC SCALE  
SCALE: 1" = 100'

**NOTES:**

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR RECORDS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

1. BEARINGS ARE BASED ON THE NORTHWESTERLY LINE OF LOT 140, AS N 51°12'29" E AS PER THE PLAT OF WHISPHER CREEK PHASE 1 UNIT C, AS RECORDED IN MAP BOOK 73, PAGES 28-38 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

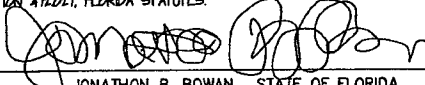
2. THIS IS A SKETCH AND LEGAL DESCRIPTION OF A PROPOSED UTILITY EASEMENT. THE UTILITY EASEMENT GRAPHICALLY SHOWN AND DEPICTED HEREON WAS PROVIDED BY THE ENGINEER OF RECORD FOR THIS PROJECT, CONNELLY & WICKER, INC.

*Unplatted lands of the Antonio  
Huertas Grant, Section 41, Township  
7 South, Range 28 East, St. Johns County, Florida*

### GRAPHIC SKETCH and LEGAL DESCRIPTION

**A & J LAND SURVEYORS, INC.**  
 CERTIFICATE OF AUTHORIZATION NO. LP 6664  
 PROFESSIONAL LAND SURVEYORS OFFICE: (304) 346-1793  
 5847 LUELLA STREET FAX: (304) 346-1736  
 JACKSONVILLE, FLORIDA 32207

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 54-112, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 474.021, FLORIDA STATUTES.

  
 \_\_\_\_\_  
 JONATHON B. BOWAN, STATE OF FLORIDA,  
 REGISTERED LAND SURVEYOR, CERTIFICATE No. 4600

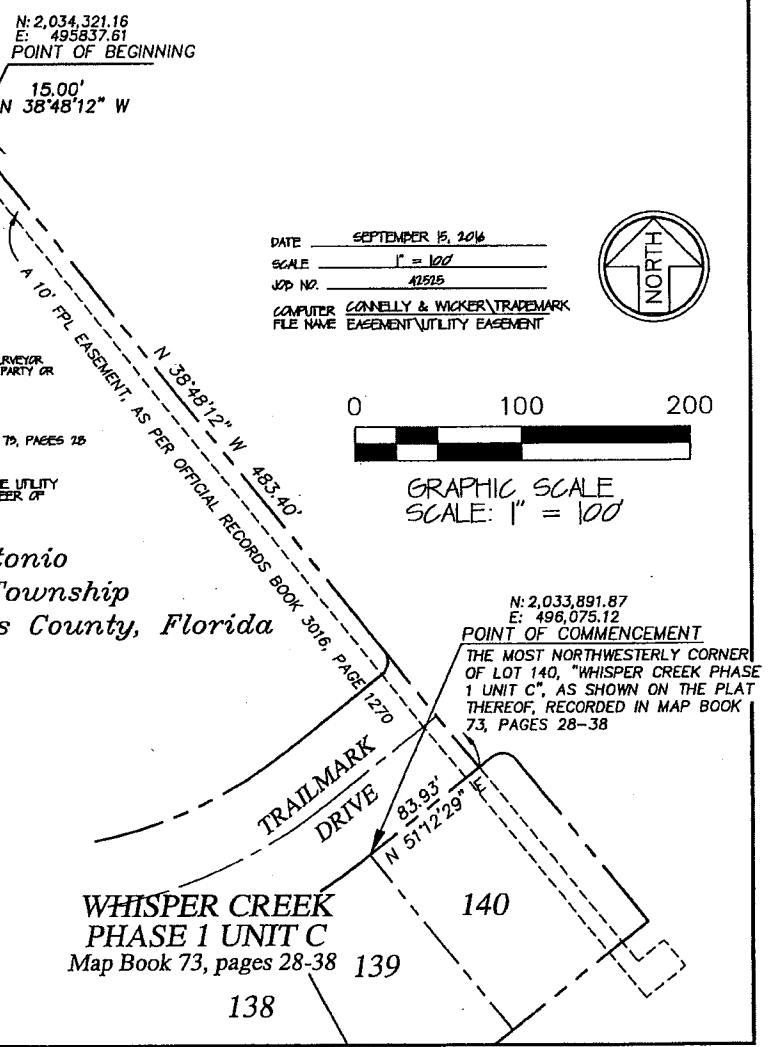


EXHIBIT "B" TO RESOLUTION

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



**Whisper Creek Phase 3 Improvements, Amenity Center Only**

Six Mile Creek Community Development District c/o GMS at 475 West Town Place, Suite 114, St. Augustine, FL 32092, (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:

Potable Water Main & Appurtenances which provide service to the "Trailmark Amenity Center"

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 29 of November, 2016.

WITNESS:

Witness Signature

SARA G. ZEBOUNI  
Print Witness Name

OWNER:

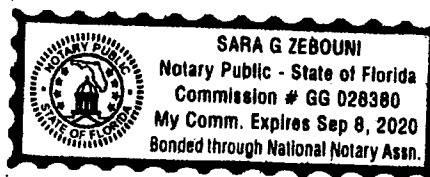
Owner's Signature

Chris Kuhn, Chairman  
Print Owner's Name

State of FLORIDA  
County of DUVAL

The foregoing instrument was acknowledged before me, this 29<sup>th</sup> day of November, 2016, by Christian W. Kuhn, Vice President who is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public







**St. Johns County Utility Department**

Asset Mangement

Schedule of Values

Project Name: Trallmark Amenity Center

Contractor: Vallencourt Construction Company Inc.

Developer: Six Mile Creek CDD

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	<b>Water Mains (Size, type, and Pipe Class)</b>				
	6" DR18 PVC	LF	120	\$ 11.00	\$ 1,320.00
	2" Poly	LF	400	\$ 6.00	\$ 2,400.00
	1.5" Poly	LF	120	\$ 5.50	\$ 660.00
					\$ -
					\$ -
					\$ -
					\$ -
(1)	<b>Water Valves (Size and type)</b>				
	6" Gate Valve	EA	2	\$ 825.00	\$ 1,650.00
	2" Gate Valve	EA	2	\$ 415.00	\$ 830.00
					\$ -
					\$ -
					\$ -
					\$ -
(1)	<b>Hydrant Assembly (Size and type)</b>				
					\$ -
					\$ -
					\$ -
					\$ -
(1)	<b>Service (Size and type)</b>				
	1" Single Water Service	EA	1	\$ 435.00	\$ 435.00
					\$ -
					\$ -
					\$ -
<b>Total Water System Cost</b>					<b>\$ 7,295.00</b>

Note: Asset Type (1) Water Pipeline and Appurteances



EXHIBIT "C" TO RESOLUTION

**St. Johns County Board of County Commissioners**

Utility Department

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INTEROFFICE MEMORANDUM

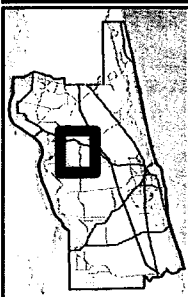
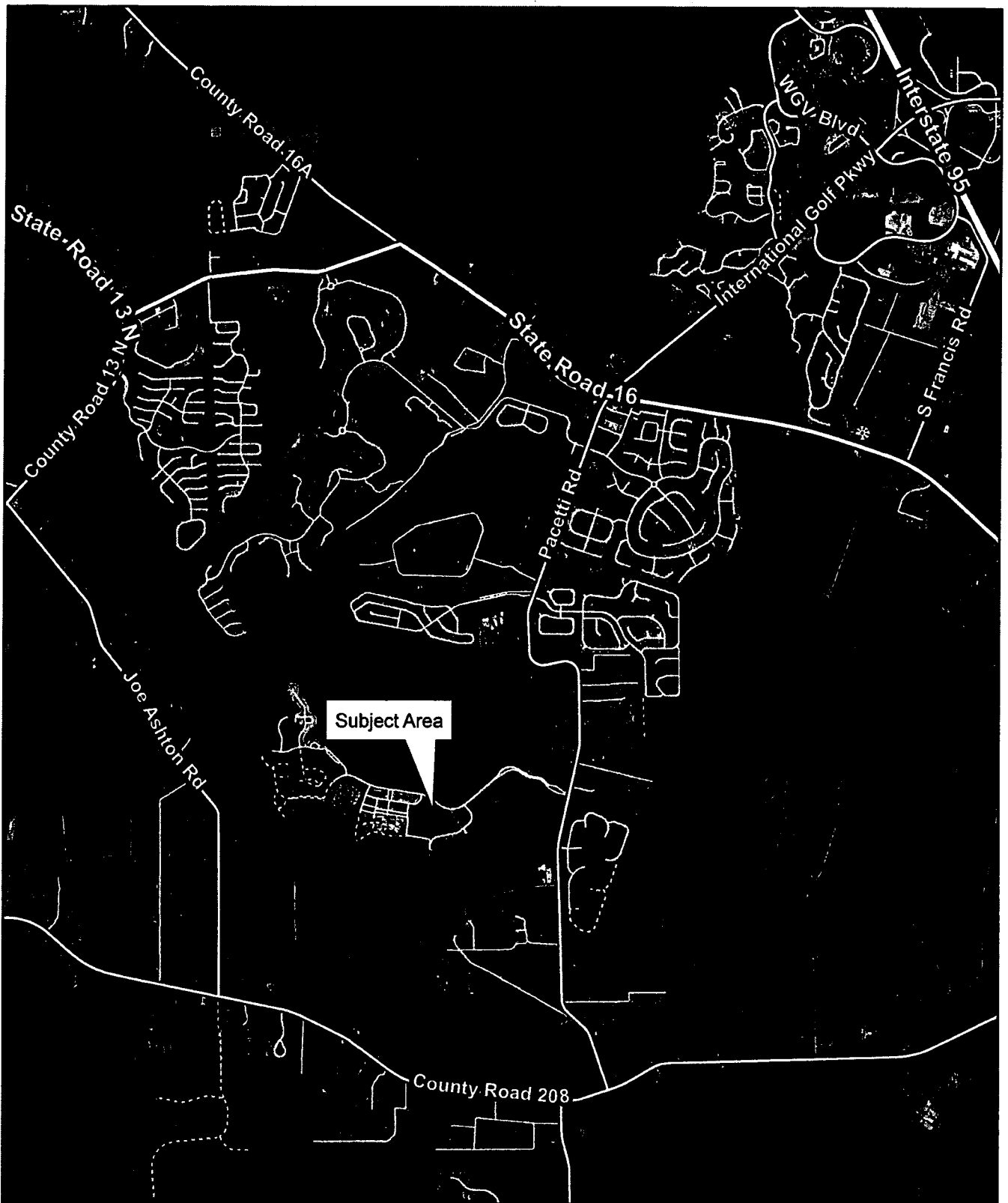
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Whisper Creek Phase 3 Improvements – Phase 1  
DATE: January 4, 2017

Please present the Easement, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Whisper Creek Phase 3 Improvements – 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 1,000,000  
 Feet  
 January 24, 2017

Trailmark Amenity Center

*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.

