

RESOLUTION NO. 98- 203

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR A LIFT STATION SERVICING MARSH CREEK UNIT THIRTEEN AND FOURTEEN SUBDIVISION.

WHEREAS, Marsh Creek Development 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, for water and sewer service for Marsh Creek Unit Thirteen and Fourteen Subdivision.

WHEREAS, a Bill of Sale conveying all the personal property associated with the operation of the described lift station has also been executed and presented and is attached hereto as Exhibit "B", incorporated by reference and made a part hereof.

WHEREAS, St. Johns County's acceptance of this easement better serves the health, safety and welfare of the citizens.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

1. The acceptance of the Easement for Utilities for a lift station and the equipment thereon is hereby approved.
2. The clerk is instructed to record the Easement for Utilities and Bill of Sale in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 10 day of November, 1998.

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

BY: Moses A. Floyd
Chairman

ATTEST: Cheryl Strickland

By: Patricia A. Glade
Deputy Clerk

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 26th day of OCTOBER, 1998 by Marsh Creek Development Corporation, 4314 Pablo Oaks Court Jacksonville, Florida, 32224, hereinafter called "Grantor", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called, "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree 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 sewer collection system, (including lift station) 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 on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record including but not limited to those set forth on Exhibit "B" attached hereto;

(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 purposes 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 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 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 or its assigns.

2. 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. 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 similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such 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. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit 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:

[Signature]
(Print Name) Tina G. Owens

[Signature]
(Print Name) Lauren L. Owens

Marsh Creek Development Corporation

[Signature]
By: Gregory J. Barbour - ITS PRESIDENT

STATE OF FLORIDA }
 } SS
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 26 day of October 1998, by Gregory J. Barbour as President of Marsh Creek Development Corp. on behalf of the Corporation.



Lauren L. Owens
MY COMMISSION # CC595044 EXPIRES
November 3, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]
(Print Name) Lauren L. Owens
NOTARY PUBLIC
State of FLORIDA at Large
Commission # CC595044
My Commission Expires: 11-3-2000

Personally known YES
or Produced I.D. _____
(check one of the above)

Type of Identification Produced

EXHIBIT A

EASEMENT AREA

The Easement Area granted by this document shall include all platted roadways, all areas designated "Utility easements and Tract "T", (Lift Station); all within the plat of Marsh Creek Unit Thirteen and Fourteen, recorded in Map Book 34 , pages 61 through 71 of the public records of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways within the areas designated "utility easement".

EXHIBIT B

PERMITTED EXCEPTIONS

Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in the public records of St. Johns County, Official Records Book 753, page 1756 thru page 1782 and;

Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Thirteen and Fourteen), recorded in the public records of St. Johns County, Official Record Book 1338, page 472 thru page 476 and;

Marsh Creek Unit Thirteen and Fourteen plat recorded in the public records of St. Johns County, Map Book 34, page 61 thru page 71.

CONSENT AND JOINDER

Nations Bank, N.A. fka. Barnett Bank of Jacksonville, Inc. a National banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1143 page 715 of the public records of St. Johns County, Florida encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and delivered in the presence of

[Signature]
(Print Name) Chik Rothholder

Martha M. Havill
(Print Name) MARTHA M. HAVILL

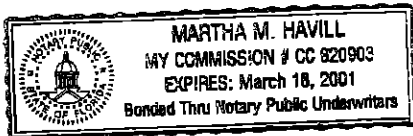
Nations Bank, N.A.
fka Barnett Bank of Jacksonville, Inc.

By: [Signature]
G. Ross McWilliams

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26 day of OCTOBER, 1998, by G. ROSS McWILLIAMS, as VICE PRESIDENT of NATIONS BANK, on behalf of the NATIONAL ASSOC..

Martha M. Havill
(Print Name) MARTHA M. HAVILL
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____



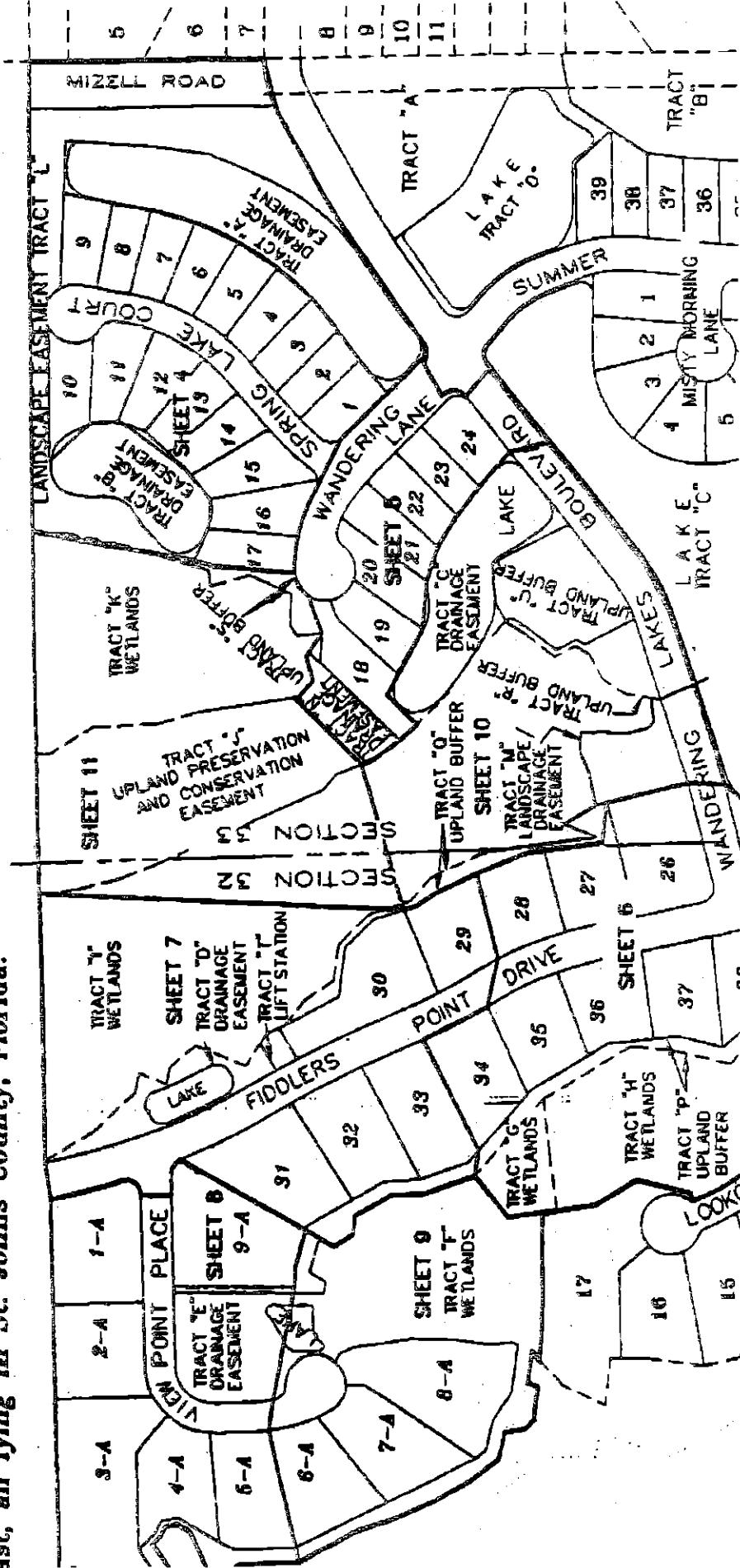
Personally Known _____
or Produced I.D. _____
(check one of the above)
Type of Identification Produced _____

Tracts Thirteen and Fourteen

of Sections 32 and 33, Township 7 South,
East, all lying in St. Johns County, Florida.

SHEET 3 OF 11 SHEETS
46 LOTS IN THIS UNIT

MARSH CREEK UNIT SEVEN
(MAP BOOK 26, PAGES 49-52)



Bill of Sale

Marsh Creek Development Corporation, 4314 Pablo Oaks Court, Jacksonville, Florida 32224, "Seller", in consideration of the sum of One Dollar and other valuable consideration received from ST. JOHNS COUNTY, FLORIDA, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida, 32085, "Buyer", hereby, on this 26th day of October, 1998, sell to Buyer the personal property described in Exhibit "A".

AND, warrants that the property is free of all encumbrances, that good title to and right to sell that property is vested in "Seller", and that "Seller" will defend the title against the lawful claims of all persons.

Witness: *Tina E Downs*
Print: Tina E Downs

Marsh Creek Development Corporation
Gregory J. Barbour
Gregory J. Barbour
Its President

Witness: *Lauren L. Owens*
Print: Lauren L. Owens

State of Florida
County of Duval

Before me, the undersigned authority, this day personally appeared Gregory J. Barbour, well known to me to be the individual who acknowledged that he executed the foregoing document for the uses and purposes described herein.

Witness my hand and official seal this 26th day of October, 1998.

Lauren L. Owens
Notary Public, State of Florida at Large
My Commission Expires: 11-3-2000



EXHIBIT "A"

All gravity sewer lines, lift station, force main lines and water distribution lines located in the recorded plat of Marsh Creek Unit Thirteen and Fourteen including the following:

Gravity Sewer Including:

- 4.060 LF of 8 inch PVC Main Pipe
- 16 LF of 8 inch Ductile Iron Pipe
- 18 type "A" Man Holes

Lift Station/Force Main Including:

- Pump & Mechanical Controls
- Wet Well
- Telemetry Control
- Fencing
- 2430 LF of 4 inch PVC Force Main Pipe

Water Distribution System Including:

- 1.300 LF of 8 inch PVC Main Pipe
- 1.420 LF of 6 inch PVC Main Pipe
- 550 LF of 4 inch PVC Main Pipe
- 830 LF of 2 inch PVC Main Pipe
- 3 Fire Hydrants
- Misc. Valves & Fittings