

RESOLUTION NO. 2002- 173

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO MARSHALL CREEK DRI PARCEL SV-4.

WHEREAS, Marshall Creek, Ltd., 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 Marshall Creek Village Center Phase One; and

WHEREAS, The Bill of Sale conveying all personal property associated with the water and sewer system has also been executed and is 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 letter 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 hereto, are hereby accepted.

Section 3. The Clerk 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 3rd day of September, 2002.

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

By: James E. Bryant

James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia Alexande
Deputy Clerk

RENDITION DATE 9-6-02



PREPARED BY AND RETURN TO:

KATHRYN F. WHITTINGTON, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
200 WEST FORSYTH STREET, # 1400
JACKSONVILLE, FL 32202

Exhibit "A" to Resolution

EASEMENT FOR UTILITIES
(MARSHALL CREEK)
Parcel SV-4

THIS EASEMENT executed and given this 12th day of July, 2002 by **MARSHALL CREEK, LTD.**, with an address of 7502-B US Highway 1 North, St. Augustine, Florida 32095, 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 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 and sewer collection system, (including lift stations if applicable) 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. This easement is for water and sewer utility services 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 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. 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:


MARSHALL CREEK, LTD., a Florida limited partnership

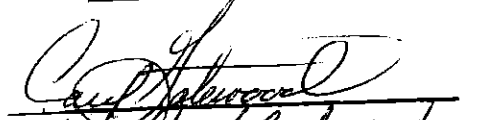
By: HINES/MARSHALL CREEK, LTD., a Florida limited partnership, as its sole general partner

By: HINES MANAGEMENT, L.L.C., a Delaware limited liability company, as its sole general partner

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, as its sole general partner


Print: Walter O'Shea


Print: Carol Cabanood

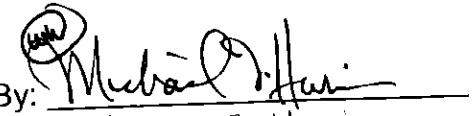

Print: Michael T. Harrison
Its: Sr. Vice President
Address: 5 Ravinia Drive
Atlanta, GA 30341

EXHIBIT A

Easement Area

SOPHIA TERRACE AND PARKSIDE DRIVE, AS WELL AS TRACTS A, B AND C, ALL A PART OF MARSHALL CREEK DRI PARCEL SV-4, RECORDED IN MAP BOOK 43, PAGES 3 - 6 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

EXHIBIT B

Permitted Exceptions

1. Reciprocal Easement agreement recorded in Official Records Book 1431, Page 517.
2. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Book 1510, Page 824.
3. Post Closing Development Agreement recorded in Official Records Book 1431, Page 549.
4. UCC-Financing Statement recorded in Official Records Book 1634, Page 1378.
5. The status of taxes is as follows: All taxes for the year 2001 and prior years are paid.

All of the Public Records of St. Johns County, Florida

Exhibit "B" to Resolution

BILL OF SALE

**UTILITY IMPROVEMENTS
FOR MARSHALL CREEK
[Parcel SV-4]**

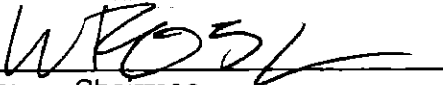
The Marshall Creek Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida (the "District"), for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable 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:

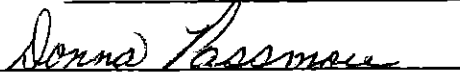
The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system (the "Improvements") for Improvements within the project. All of the Improvements are included on the approved construction plan drawings prepared by Prosser Hallock, Inc., titled Marshall Creek Parcel SV-4 issued for construction on October 5, 2001, and marked approved by St. Johns County on October 3, 2001, (the "Plans"). All of the Improvements are lying within the right-of-way of Sophia Terrace and Parkside Drive, as well as Tracts A, B and C, all a part of the plat of Marshall Creek DRI Parcel SV-4 Plat recorded in Map Book 43, pages 3-6 of the public records of St. Johns County, Florida. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

The District does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right 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 District has caused this instrument to be duly executed and delivered by its duly authorized officer on this 12th day of July, 2002.

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**


Its: Chairman
Print: Walter R. O'Shea


Its: Assistant Secretary
Print: DONNA PASSMORE

SCHEDULE A

WATER AND SEWER SCHEDULE OF VALUES

LOCATION: MARSHALL CREEK (PALENCIA)

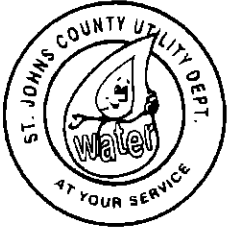
PROJECT: PARCEL SV-4

CONTRACTOR: SOUTHERN DEVELOPMENT CORPORATION

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Sanitary Sewer System				
1	Sewer MH, 5-10 feet 4' diam	1	EA	\$2,100.00	\$2,100.00
2	Sewer MH, 10-15 feet 4' diam	10	EA	\$2,500.00	\$25,000.00
3	Sewer MH, 15-20 feet 5' diam	2	EA	\$10,100.00	\$20,200.00
	8" PVC Gravity Sewer Pipe				
4	San PVC 8 - 10' Cut	500	LF	\$18.00	\$9,000.00
5	San PVC 10 - 12' Cut	1180	LF	\$20.00	\$23,600.00
6	San PVC 12 - 14' Cut	870	LF	\$22.00	\$19,140.00
7	San PVC 14 - 20' Cut	580	LF	\$29.00	\$16,820.00
8	Laterals, 6" PVC	1710	LF	\$12.00	\$20,520.00
9	4" PVC Force Main	985	LF	\$7.00	\$6,895.00
10	Fittings	1	LS	\$5,500.00	\$5,500.00
11	Wastewater Pumping Station	1	EA	\$115,000.00	\$115,000.00
				Subtotal	\$263,775.00
2	Fire & Potable Water Systems				
1	Connect to exist. 8" Water Main	1	EA	\$1,400.00	\$1,400.00
2	Connect to exist. 12" Water Main	1	EA	\$1,500.00	\$1,500.00
3	8" Pipe,PVC DR25, Water Main	580	LF	\$8.00	\$4,640.00
4	12" Pipe,PVC DR25, Water Main	2190	LF	\$14.00	\$30,660.00
5	8" Gate Valve & Box	1	EA	\$900.00	\$900.00
6	12" Gate Valve & Box	4	EA	\$1,600.00	\$6,400.00
7	Fire Hydrant Assembly	5	EA	\$2,300.00	\$11,500.00
8	Flushing Hydrant	1	EA	\$500.00	\$500.00
9	Water service Dual, Long, Casing	17	EA	\$500.00	\$8,500.00
10	Water Service Single, Short	10	EA	\$350.00	\$3,500.00
11	Fittings	1	LS	\$32,000.00	\$32,000.00
				Subtotal	\$101,500.00
				TOTAL	\$365,275.00

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006

St. Augustine, Florida 32085-3006

Phone: (904) 471-2161 • Toll Free: 1-877-837-2311

Administrative Fax: (904) 461-7619

Billing Dept. Fax: (904) 461-3995

August 12, 2002

St. Johns County Real Estate Department
Attn: Nanette Bradbury
Real Estate Coordinator
P.O. Box 349
St. Augustine, FL 32095-0349


**RE: Easement for Utilities and Bill of Sale for Water and Wastewater
Infrastructure for Marshall Creek DRI Parcel SV-4.**

Dear Ms. Bradbury:

This is in reference to the transmittal letter to Laurie Braddock, dated July 22, 2002 from Kathryn F. Whittington of the law firm, Pappas Metcalf Jenks & Miller.

Please be informed that we have reviewed and approved the reference documents for the utility easements. Please submit to the Board of County Commissioners for their final approval and acceptance.

Sincerely,


Herbert A. Van Der Mark
Construction Manager of Utilities
St. Johns County

cc: Kathryn F. Whittington , fax : 904-353-1980

