

RESOLUTION NO. 2002- 176

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO IMPROVE A SEWER FORCE MAIN TO THE WASTEWATER TREATMENT PLANT FOR SEWER TO ANASTASIA ISLAND.

RECITALS

WHEREAS, Thompson Bros. Realty, Inc., Zane Ryman Mizell and Judith Z. Allen have executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, which is to improve a sewer force main to the wastewater treatment plant for sewer to Anastasia Island; and

WHEREAS, Marsh Creek Development Corporation, a Florida corporation and Marsh Creek Owners Association, Inc. have executed and presented to the County an Easement Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, to improve a sewer force main to the wastewater treatment plant for sewer to Anastasia Island; and

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

WHEREAS, acceptance of these easements will better serve 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:

Section 1. The above Recitals are incorporated by reference and are findings of fact.

Section 2. The Easement for Utilities and Easement Agreement are hereby accepted and the Chairman of the Board is hereby authorized to execute the easements.

Section 3. The Clerk is instructed to record the original Easement for Utilities and Easement Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of September, 2002.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk
By: Patricia A. Grande

RENDITION DATE 9-6-02

EXHIBIT "A" TO RESOLUTION

Prepared by:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30th day of July, 2002, by **THOMPSON BROS. REALTY, INC., ZANE RYMAN MIZELL AND JUDITH Z. ALLEN**, with an address of P.O. Drawer 70, St. Augustine, Florida 32085, hereinafter called "Grantor", to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called the "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, said Grantors hereby give, grant dedicate and convey to the Grantee, its successors and assigns forever, an unobstructed right-of-way and non-exclusive permanent easement with the right, privilege and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, and improve a sewer force main to the wastewater treatment plant for sewer on, along, over, through, across or under the following described land, situate in St. Johns County, Florida, to wit:

Property as described on attached Exhibit "A", incorporated by reference and made a part hereof.

TOGETHER with the right to said Grantee its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any and all of said improvements upon, over, under or in lands, together with the right, easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

(sign) Lisa A. Mondello
(print) LISA A. MONDELLO

(sign) Lisa A. Mondello
(print) LISA A. MONDELLO

GRANTOR
Thompson Bros. Realty, Inc.

By: Pierre D. Thompson
Print Name: PIERRE D. THOMPSON

Judith Z. Allen
Judith Z. Allen

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30th day of July, 2002, by PIERRE D. THOMPSON its PRESIDENT of **THOMPSON BROS. REALTY, INC.** He is personally known to me or has produced is known as identification.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30th day of July, 2002, by **JUDITH Z. ALLEN** Who is personally known to me or has produced _____ as identification.

Hazel Joyce Fitzsimmons
Notary Public
My Commission expires: _____



SIGNATURE PAGE AND NOTARY PAGE FOR ZANE RYMAN MIZELL

Patsy B. Vestal

Print Witness Name: PATSY B. VESTAL

Zane Ryman Mizell
ZANE RYMAN MIZELL

Kim French

Print Witness Name: Kim French

STATE OF NORTH CAROLINA
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 1ST day
of AUGUST, 2002, by **ZANE RYMAN MIZELL**. Who is personally
known to me or has produced _____ as identification.

Patsy B. Vestal

Notary Public

My Commission expires: 1-20-2006

EXHIBIT "A"

20' SANITARY EASEMENT (MATANZAS RIVER PORTION)

A 20' STRIP OF LAND IN SECTIONS 31 AND 32, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEASTERLY CORNER OF MARSH CREEK, UNIT SIXTEEN, AS RECORDED IN MAP BOOK 41, PAGES 92 THROUGH 97 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 01'13'29" EAST, ALONG EASTERLY LINE OF SAID MARSH CREEK, UNIT 16, A DISTANCE OF 72.12 FEET; THENCE SOUTH 85'16'56" WEST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 1,087.16 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF MARSH CREEK, UNIT SEVENTEEN, AS RECORDED IN MAP BOOK 42, PAGE 52 THROUGH 61 AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 85'16'56" WEST, A DISTANCE OF 4,677.88 FEET TO THE MEAN HIGH WATER LINE OF THE MATANZAS RIVER; THENCE NORTH 10'27'54" WEST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 20.10 FEET; THENCE NORTH 85'16'56" EAST, DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 4,716.24 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID MARSH CREEK, UNIT SEVENTEEN; THENCE SOUTH 56'27'15" WEST, ALONG SAID NORTHWESTERLY LINE OF MARSH CREEK, UNIT SEVENTEEN, A DISTANCE OF 41.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 93,936 SQUARE FEET OR 2.16 ACRES, MORE OR LESS.

Less and except that part lying within the City of St. Augustine's property.

EXHIBIT "B" TO RESOLUTION

Prepared by and Return to
Linda Connor Kane, Esq.
Holland & Knight LLP
50 North Laura Street Suite 3900
Jacksonville, Florida 32205

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 18 day of JULY, 2002 by and among Marsh Creek Development Corporation, a Florida corporation ("MCDC") and Marsh Creek Owners Association, Inc., a Florida not for profit corporation ("Association") (MCDC and Association are sometimes collectively referred to herein as "Grantor") and St. Johns County ("Grantee").

In consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a perpetual non-exclusive perpetual easement for the construction, operation and maintenance of an underground sanitary sewer pipeline under and across the land more fully described on Exhibits "A" and "B" attached hereto and made a part hereof ("Easement Property").

As consideration for the foregoing, Grantee agrees that it shall:

1. Install, at its cost and expense, the subaqueous fourteen (14') inch sanitary force main from the Mantanzas River to the Shore Drive Pumping Station in accordance with the plans and specifications prepared by Metroplex Industries, Inc. drawing, Project No. 801041, dated February, 2002 and in accordance with the map and sketch prepared by Privett-Niles Associates project number 668-001, dated May 7, 2002 (the foregoing are collectively referred to herein as "Plans and Specifications").
2. Be solely responsible for the installation of the sanitary sewer pipeline line at the current location and depth in accordance with the Plans and Specifications.
3. Repair, at its cost and expense, any and all damage to Grantors' property caused by the Grantee, its agents, employees or contractors arising from or in connection with the installation of the sanitary sewer line or its rights under this Easement Agreement.
4. Indemnify and hold Grantors harmless to the extent allowed by Florida law, from and against all claims, loss, costs or damages which Grantors may incur as a result of the Grantee's installation of the sanitary force main and its ongoing use, operation, and maintenance of such equipment and facilities over, across and under the Easement Property.

In the event that the Grantee is required to make any repairs or maintenance subsequent to the completion of installation, Grantee, shall upon completion of such repairs and operation, restore the Easement Property and surrounding property to substantially its condition prior to such maintenance and repairs. Grantee agrees to perform all work in such a way as to minimize the disturbance to the surrounding residential homeowners.

The foregoing easement is a covenant running with the Easement Property and binding upon the owners of the Easement Property from time to time and shall inure to the benefit of Grantee and Grantors, their successors and assigns, in accordance with the terms hereof.

This Easement shall be construed and governed in accordance with the laws of the State of Florida. Venue for any litigation arising under this Agreement or its subsequent performance shall be St. Johns County, Florida.

This Agreement may not be changed, modified, or supplemented except by an instrument in writing signed by all parties. Any Amendment approved by the Association may be approved by the Board of Directors and no approval of members, owners or mortgagees shall be required. This Agreement shall be binding upon the parties and their respective successors and permitted assigns. This Agreement is made for the sole benefit of Grantors and Grantee and no other persons shall have any right of action hereunder.

If any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

In construing this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include every other. Captions and paragraph headings are inserted for convenience only and shall not affect the construction or interpretation of any provision of this Agreement. Because both parties to this Agreement participated fully in its negotiation and preparation, this Agreement shall not be construed more strictly against either party.

All the attached exhibits are incorporated in, and made a part of, this Agreement.

The prevailing (or substantially prevailing) party in any dispute arising under this Agreement or its subsequent performance shall be entitled to reimbursement for its reasonable attorney's fees and enforcement costs at all tribunal levels and in all dispute resolution proceedings, including bankruptcy and post-judgment collection, whether or not suit be brought.

IN WITNESS WHEREOF, the undersigned has signed and sealed as first written above.

Signed, sealed and delivered in the presence of:

Tina E. Downs

Print Name: Tina E Downs

Lauren

Print Name: Lauren Owens

Tina E. Downs

Print Name: Tina E Downs

Lauren

Print Name: Lauren Owens

Marsh Creek Development Corporation,
a Florida corporation

By: [Signature]

Gregory J. Barbour, President

Marsh Creek Owners Association, Inc.,
a Florida not for profit corporation

By: [Signature]

Print Name: GREGORY J. BARBOUR

Its: PRESIDENT

Print Name: _____

Print Name: _____

St. Johns County

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 18 day of July, 2002 by Gregory J. Barbour, the President of MARSH CREEK DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation, who is personally known to me ~~or produced~~ as identification.



Lauren L. Owens
My Commission #CC952724
Expires November 3, 2004
Bonded through Troy Fahn Insurance, Inc.

Lauren L. Owens
Print Name: Lauren L. Owens
Notary Public, State and County Aforesaid
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 18 day of July, 2002 by Gregory J. Barbour, the _____ President of MARSH CREEK OWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me ~~or produced~~ as identification.



Lauren L. Owens
My Commission #CC952724
Expires November 3, 2004
Bonded through Troy Fahn Insurance, Inc.

Lauren L. Owens
Print Name: Lauren L. Owens
Notary Public, State and County Aforesaid
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2002 by, the _____ of St. Johns County, on behalf of the County, who is personally known to me or produced _____ as identification.

Print Name: _____
Notary Public, State and County Aforesaid
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

20' SANITARY EASEMENT (MARSH CREEK PORTION)

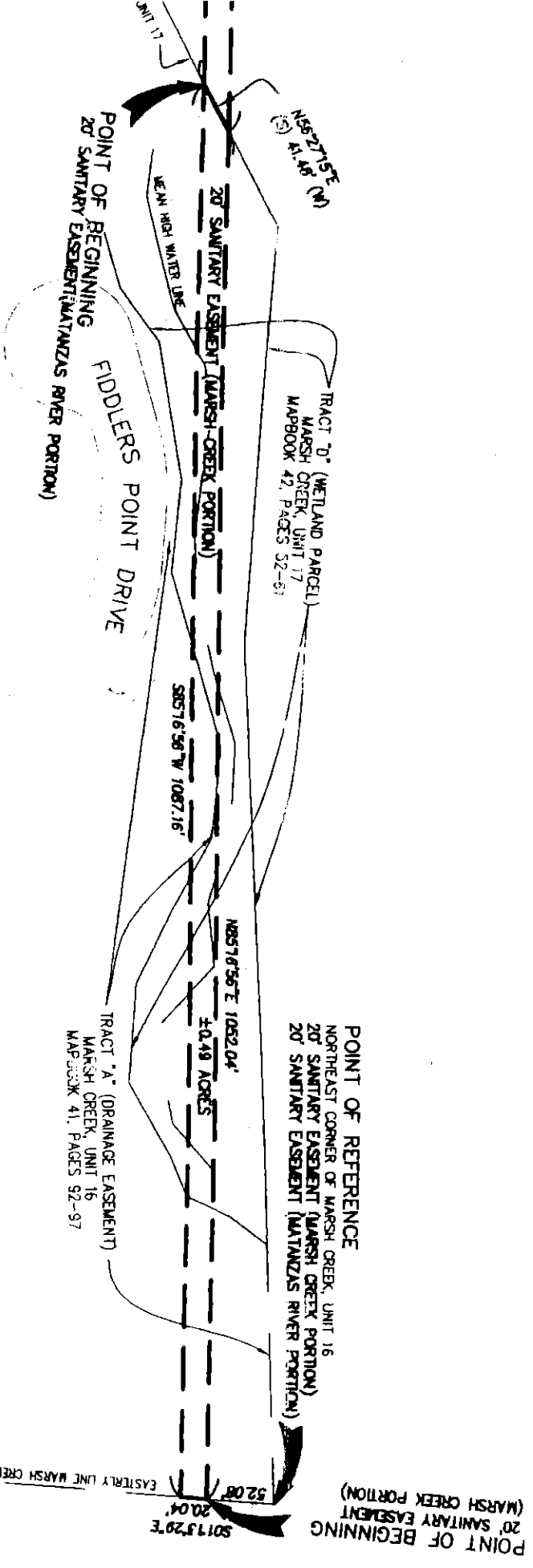
A PARCEL OF LAND IN SECTION 32, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, SAID LANDS ALSO BEING A PORTION OF TRACT "A", MARSH CREEK, UNIT SIXTEEN AS RECORDED IN MAP BOOK 41, PAGES 92 THROUGH 97 AND TRACT "D", MARSH CREEK, UNIT SEVENTEEN AS RECORDED IN MAP BOOK 42, PAGES 52 THROUGH 61, AS RECORDED IN THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEASTERLY CORNER OF SAID MARSH CREEK, UNIT SIXTEEN; THENCE SOUTH 01°13'29" EAST, ALONG THE EASTERLY LINE OF SAID MARSH CREEK, UNIT 16, A DISTANCE OF 52.08 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 01°13'29" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 20.04 FEET; THENCE SOUTH 85°16'56" WEST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 1,087.16 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID MARSH CREEK, UNIT SEVENTEEN; THENCE NORTH 56°27'15" EAST ALONG SAID NORTHWESTERLY LINE OF SAID MARSH CREEK, UNIT SEVENTEEN, A DISTANCE OF 41.48 FEET; THENCE NORTH 85°16'56" EAST, DEPARTING SAID NORTHWESTERLY LINE, A DISTANCE OF 1,052.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 21,393 SQUARE FEET OR 0.49 ACRES, MORE OR LESS.

EXHIBIT "B"






ST. JOHNS COUNTY
UTILITY DEPARTMENT
2175 Mizell Road
P.O. Drawer 3006
St. Augustine, Florida 32085-3006

I N T E R O F F I C E M E M O R A N D U M

TO: Debbie Taylor, Real Estate Coordinator

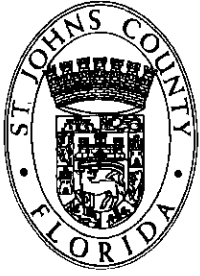
FROM: Herbert A. Van Der Mark
Construction Manager of Utilities 

SUBJECT: A Twenty Foot Sewer Force Main "Easement for Utilities" as executed by
Thompson Brothers Realty, Inc., Zane Rymman Mizell and Judith Z. Allen

DATE: July 23, 2002

Please be informed that the above referenced easement has been reviewed and approved by the St. Johns County Utility Department.


Please draft and execute the documents necessary for acceptance by the Board of County Commissioners.



ST. JOHNS COUNTY
UTILITY DEPARTMENT
2175 Mizell Road
P.O. Drawer 3006
St. Augustine, Florida 32085-3006

I N T E R O F F I C E M E M O R A N D U M

TO: Debbie Taylor, Real Estate Coordinator

FROM: Herbert A. Van Der Mark 
Construction Manager of Utilities

SUBJECT: A Twenty Foot Sewer Force Main "Easement Agreement" as executed by and among Marsh Creek Development Corporation, A Florida Corporation ("MCDC") and Marsh Creek Owners Association, Inc., A Florida Non Profit Corporation ("Association").

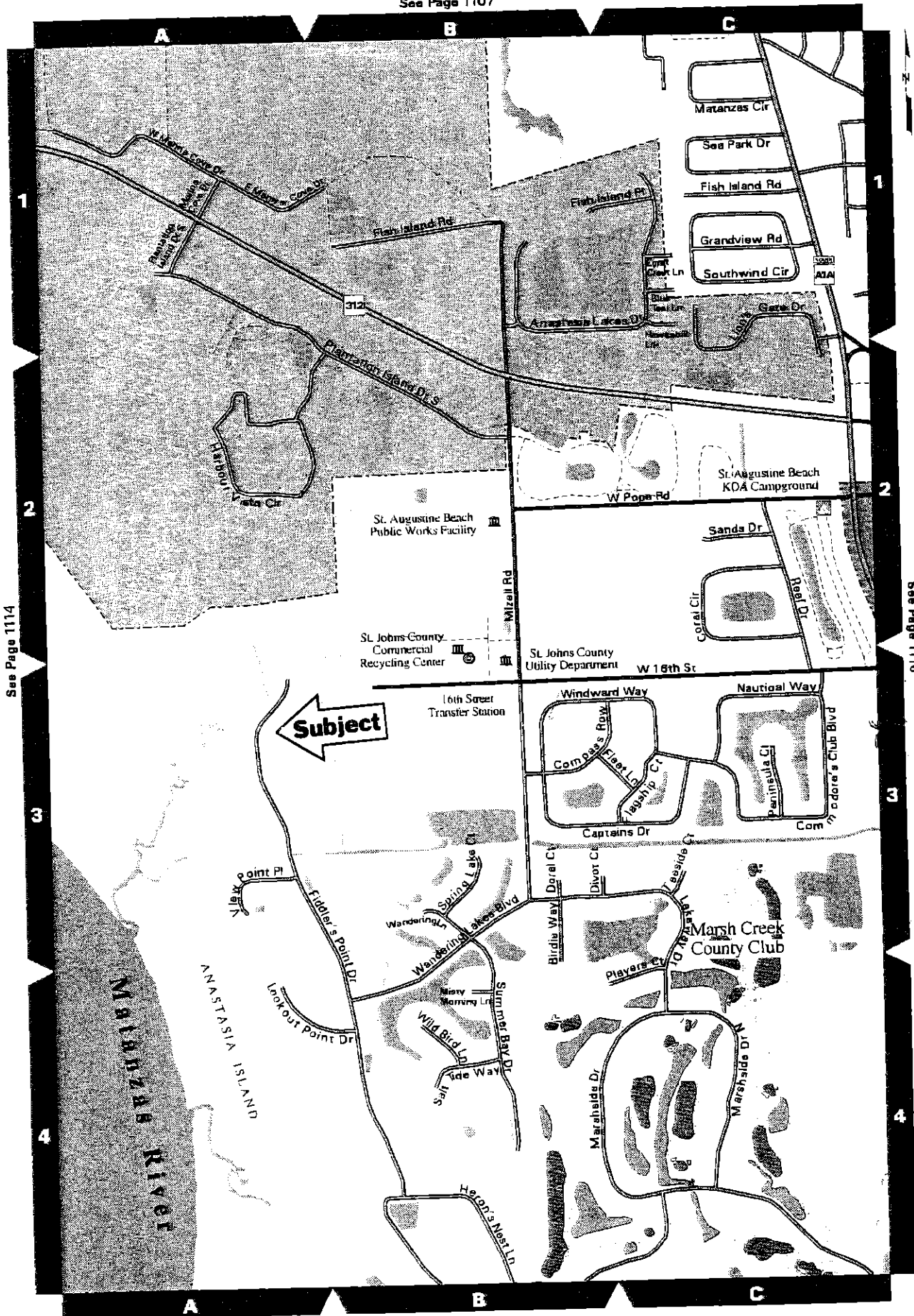
DATE: July 23, 2002

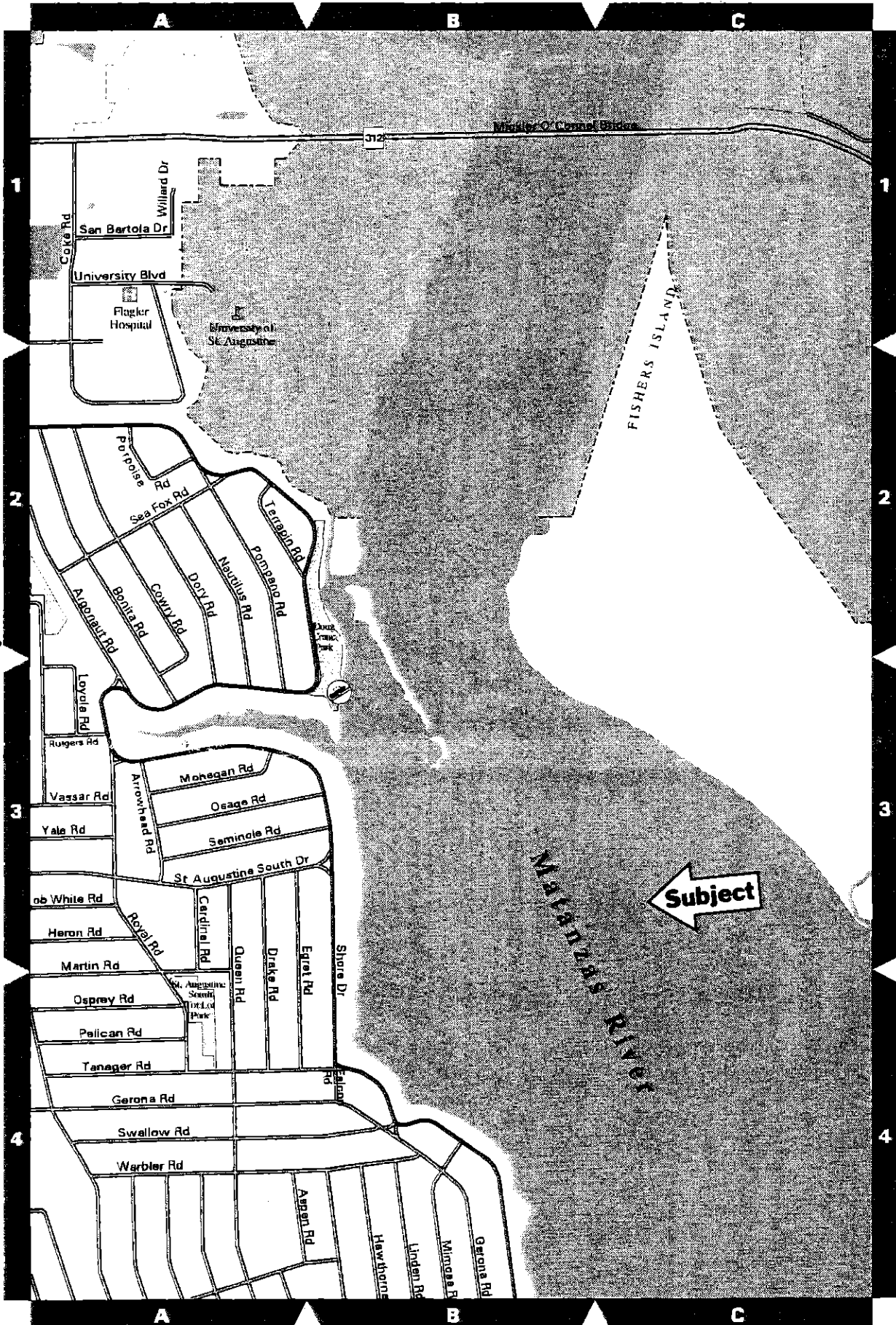
Please be informed that the above referenced easement has been reviewed and approved by the St. Johns County Utility Department.

Please draft and execute the documents necessary for acceptance by the Board of County Commissioners.

See Page 1114

See Page 1116





See Page 1113

See Page 1115