

RESOLUTION NO. 2002- 72

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO PARCEL A-ONE AND PARCEL C-ONE AT MARSHALL CREEK SUBDIVISION.**

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 Parcel A-One and Parcel C-One at Marshall Creek Subdivision; and

WHEREAS, Bill of Sale conveying all personal property associated with the water and sewer system has also 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 described Easement for Utilities and Bill of Sale, attached hereto, are hereby accepted.

Section 2. 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 7<sup>th</sup> day of May, 2002.

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

By: \_\_\_\_\_

James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia A. Grande  
Deputy Clerk

RENDITION DATE 5-9-02

Exhibit "A" to Resolution

PREPARED BY  
AND RETURN TO:

GARY B. DAVENPORT, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
200 WEST FORSYTH STREET, # 1400  
JACKSONVILLE, FL 32202

**EASEMENT FOR UTILITIES**  
**(MARSHALL CREEK)**  
PARCEL A-ONE AND PARCEL C-ONE

THIS EASEMENT executed and given this 1<sup>st</sup> day of March, 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 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 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:

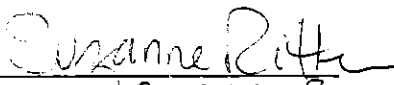
**MARSHALL CREEK, LTD.**, a Florida limited partnership

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

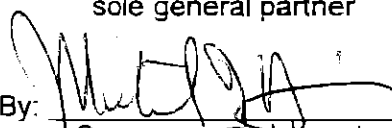
By: HINES MANAGEMENT, L.L.C., a Delaware limited liability company, as its sole general partner

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: SUZANNE RITTER

  
Print: CHEA PITMAN

  
Print: Michael T. Harrison  
Its: Vice President  
Address: Five Rowina Drive  
Atlanta, GA 30346-2102

(W)



**CONSENT AND JOINDER**

**CNB NATIONAL BANK**, as holder of that certain real estate Mortgage recorded in Official Records Book 1634, page 1350 of the public records of St. Johns County, Florida encumbering the real property described in the Easement for Utilities to which this consent is attached ("Easement"), has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the Plat.

Signed, sealed and delivered in the presence of:

Diane Yunkes  
Print: DIANE YUNKES

Karen Funchal  
Print: KAREN FUNCHAL

**CNB NATIONAL BANK**

BY: [Signature]  
PRINT: JOHN R. LAMB  
ITS: SENIOR VICE PRESIDENT

STATE OF FLORIDA        }  
  }SS  
COUNTY OF DUVAL        }

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2002, by John R. Lamb, as Vice President of **CNB NATIONAL BANK**, on behalf of the corporation.



Aureau Diane Yunkes  
(Print Name AUREAU DIANE) YUNKES  
NOTARY PUBLIC  
State of FLORIDA at Large  
Commission # CC 789632  
My Commission Expires: 11.09.2002  
Personally Known ✓  
or Produced I.D. N/A  
[check one of the above]  
Type of Identification Produced  
N/A

## EXHIBIT A

### **Easement Area**

Stokes Common Avenue, Stokes Creek Drive, Cypress Crossing Trail, Hannah Park Lane, Heather Park Lane and Trails Edge Court, as well as Tract B and Tract I all a part of the plat of Marshall Creek DRI Unit A-One Plat recorded in Map Book 41, pages 98-103 of the public records of St. Johns County, Florida, together with North River Drive, Sophia Terrace and Tract A as shown on the plat of Marshall Creek DRI Unit C-One Plat, recorded at Map Book 42, pages 1-3 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. Easement to Florida Power and Light recorded in Official Records Book 779, Page 1267.
5. Easement to Florida Power and Light recorded in Official Records Book 1617, Page 452.
6. Mortgage to CNB National Bank recorded in Official Records Book 1634, Page 1350.
7. UCC-Financing Statement recorded in Official Records Book 1634, Page 1378.
8. The status of taxes is as follows: All taxes for the year 2001 and prior years are paid.
9. Access Easement to Olen J. Williams and Cora L. Williams recorded in Official Records Book 1564, Page 37.
10. Access Easement to Harold C. Thomas, Jr. recorded in Official Records Book 1564, Page 47.

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

**BILL OF SALE**

**UTILITY IMPROVEMENTS  
FOR MARSHALL CREEK  
[ PARCEL A-ONE AND PARCEL C-ONE ]**


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 ("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:

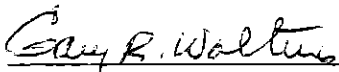
The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system (the "Improvements") for Improvements within the project. All of the Improvements are included on two sets of approved construction plan drawings prepared by Prosser Hallock, Inc., titled Marshall Creek Phase A-One issued for June 18, 1999, and marked approved by St. Johns County on December 7, 2000, and Marshall Creek Phase C-One issued for January 2, 2001 and marked approved by St. Johns County on January 9, 2001, as amended and approved by St. Johns County (collectively the "Plans"). All of the Improvements are lying within the right-of-way of Stokes Creek Drive, Trails Edge Court, Cypress Crossing Trail, Hannah Park Lane, Stokes Common Avenue and Heather Park Lane, as well as Tract B and Tract I, all a part of the plat of Marshall Creek DRI Unit A-One Plat recorded in Map Book 41, pages 98-103 of the public records of St. Johns County, Florida, together with North River Drive, Sophia Terrace and Tract A, as shown on the plat of Marshall Creek DRI Unit C-One Plat, recorded at Map Book 42, pages 1-3 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 13<sup>th</sup> day of March, 2002.

**MARSHALL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

  
Its: Chairman  
Print: Walter O'Shea

  
Its: Assistant Secretary  
Print: Gary R. Walters

# Marshall Creek CDD Phase I, Parcel A Schedule of Values

Prepared by: Douglas M. Davis, Jr., PE - Prosser Hallock, District Engineer  
Prepared for: St. Johns County Utility Department

ITEM	DESCRIPTION OF WORK	CONTRACT SCHEDULED VALUE		SCHEDULED VALUE AMOUNT	WORK COMPLETED		TOTAL COMPLETED TO DATE	% COMP.	BALANCE TO FINISH
		QTY	UNIT		UNIT PRICE	FROM PREVIOUS APPLICATION			
1	<b>SANITARY SEWER SYSTEM</b>								
a	Manhole								
b	0-5' Deep	5	EA	1,800.00		5	9,000.00	100%	0.00
c	6-8' Deep	1	EA	1,850.00		1	1,850.00	100%	0.00
d	9-10' Deep	7	EA	2,300.00		7	16,100.00	100%	0.00
e	10-12' Deep	6	EA	3,400.00		6	20,400.00	100%	0.00
f	8" PVC Gravity Sewer Pipe								
g	0-5' Cut	1219	LF	16.00		1219	19,504.00	100%	0.00
h	6-8' Cut	435	LF	17.00		435	7,395.00	100%	0.00
i	8-10' Cut	964	LF	22.50		964	21,690.00	100%	0.00
j	10-12' Cut	935	LF	25.00		935	23,375.00	100%	0.00
k	12-14' Cut	546	LF	27.00		546	14,742.00	100%	0.00
l	14-16' Cut	442	LF	29.00		442	12,818.00	100%	0.00
m	6" PVC Gravity Laterals - 80 Lots								
n	4" PVC Force Main	1715	LF	5.00		1715	8,575.00	100%	0.00
o	4" Resilient Seated Gate Valve and 8"								
p	Air Release Valve, Check Valve and	2	EA	3,000.00		2	6,000.00	100%	0.00
q	Wastewater Pumping Station	1	EA	90,000.00		1	90,000.00	100%	0.00
2	<b>FIRE AND POTABLE WATER SYSTEMS</b>								
a	8" DR-25 Fire Main	4275	LF	8.00		4275	34,200.00	100%	0.00
b	8" Gate Valve & Box	12	EA	2,000.00		12	24,000.00	100%	0.00
c	Fire Hydrant & Assembly	6	EA	2,000.00		6	12,000.00	100%	0.00
d	Flushing Hydrant	2	EA	500.00		2	1,000.00	100%	0.00
e	4" PVC Potable Water Main	660	LF	5.00		660	3,300.00	100%	0.00
f	2" PVC Potable Water Main	220	LF	4.00		220	880.00	100%	0.00
g	1" PVC Potable Water Service Line	1	EA	1,500.00		1	1,500.00	100%	0.00
h	4" Gate Valve & Box	2	EA	400.00		2	800.00	100%	0.00
i	1 1/2" Sample Tap	6	EA	350.00		6	2,100.00	100%	0.00
j	Fittings	65	EA	300.00		65	19,500.00	100%	0.00
3	<b>ADDITIONAL ITEMS</b>								
a	Sanitary Manhole 12-14	3	EA	5,000.00		3	15,000.00	100%	0.00
b	Sanitary Manhole 14-16	1	EA	8,500.00		1	8,500.00	100%	0.00
c	Forcemain Fittings	1	LS	1,600.00		1	1,600.00	100%	0.00
d	Road Crossing Water	9	EA	3,000.00		9	27,000.00	100%	0.00
e	Water Services	85	EA	400.00		85	34,000.00	100%	0.00
				<b>PARCEL A - PHASE I - TOTALS</b>			<b>466,579.00</b>	<b>100%</b>	<b>0.00</b>

## SCHEDULE A

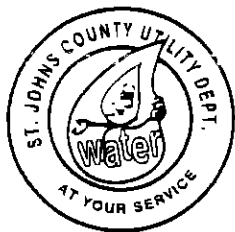
# Marshall Creek CDD Phase I, Parcel C Schedule of Values

Prepared by: Douglas M. Davis, Jr., PE - Prosser Hallock, District Engineer  
Prepared for: St. Johns County Utility Department

ITEM	DESCRIPTION OF WORK	CONTRACT SCHEDULED VALUE			SCHEDULED VALUE AMOUNT	WORK COMPLETED			TOTAL COMPLETED TO DATE	% COMP.	BALANCE TO FINISH
		QTY	UNIT	UNIT PRICE		FROM PREVIOUS APPLICATION	QUANTITY TOTAL	THIS PERIOD			
1	SANITARY SEWER SYSTEM										
a	Sanitary Manholes	8	EA	1,800.00	14,400.00		8	14,400.00	100%	0.00	
b	8" PVC Gravity Sewer Pipe	1,400	LF	30.00	42,000.00		1,400	42,000.00	100%	0.00	
m	6" PVC Gravity Laterals	11	EA	350.00	3,850.00		11	3,850.00	100%	0.00	
n	4" PVC Force Main	1,450	LF	9.00	13,050.00		1,450	13,050.00	100%	0.00	
o	12" Resilient Seated Gate Valve and	5	EA	4,000.00	20,000.00		4,000	20,000.00	100%	0.00	
q	Temp. Wastewater Pumping Station	1	EA	25,000.00	25,000.00		1	25,000.00	100%	0.00	
2	FIRE AND POTABLE WATER SYSTEMS										
a	12" DR 25 Main	2,045	LF	15.00	30,675.00		2,045	30,675.00	100%	0.00	
c	Fire Hydrant & Assembly	4	EA	2,000.00	8,000.00		4	8,000.00	100%	0.00	
d	Flushing Hydrant	2	EA	750.00	1,500.00		2	1,500.00	100%	0.00	
i	Sample Tap	12	EA	600.00	7,200.00		12	7,200.00	100%	0.00	
l	Fittings	1	LS	9,500.00	9,500.00		1	9,500.00	100%	0.00	
3	ADDITIONAL ITEMS										
c	Forcemain Fittings	1	LS	1,600.00	1,600.00		1	1,600.00	100%	0.00	
d	Road Crossing Water	1	EA	3,000.00	3,000.00		1	3,000.00	100%	0.00	
e	Water Services	6	EA	400.00	2,400.00		6	2,400.00	100%	0.00	
<b>PARCEL C - PHASE I - TOTALS</b>					<b>182,175.00</b>			<b>182,175.00</b>	<b>100%</b>	<b>0.00</b>	

# 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

March 19, 2002

Laurie Braddock  
Real Estate Officer  
St. Johns County Real Estate Department  
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 Parcel A-1 and Parcel B-1**

Dear Laurie:

This response is in reference to the transmittal letter to you dated March 14, 2002 from Gary Davenport 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: Gary B. Davenport [via fax: (904) 353-5217]