

RESOLUTION NO. 2007- 68

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE FOR THE ESTUARIES CONDOMINIUM OFF OF A1A SOUTH.

RECITALS

WHEREAS, Marshview Development, LLC, a Florida 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 water service to The Estuaries condominium off of A1A South; and

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

WHEREAS, it is in the best interest of the County to accept this Easement for the health, safety and welfare of the citizens in that area.

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 attached and incorporated hereto, is hereby accepted.

Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 1st day of March, 2007.

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

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterum
Deputy Clerk

RENDITION DATE 3/8/07

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 6 day of February, 2008,
By MARSHVIEW DEVELOPMENT, LLC with an address of 2251 ST JOHNS BLUFF ROAD
hereinafter called "**Grantor**," to **ST. JOHNS COUNTY, FLORIDA**, a political Jacksonville, FL
subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St.
Augustine, FL 32084, hereinafter called "**Grantee**." 32246

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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced 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 surface improvements or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements or structures 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 insure 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 the instrument to be executed by its duly authorized officer to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered
In the presence of:

MARSHVIEW DEVELOPMENT, LLC
A Florida Limited Liability company

H. Thomas Rodgers
Witness

TIMOTHY G. SHEA
President

H. THOMAS RODGERS
Witness Print Name

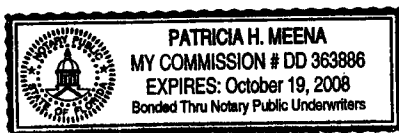
Aileen A. Toce
Witness

AILEEN A. TOCE
Witness Print Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6 day of February 2007, by TIMOTHY G. SHEA, President MARSHVIEW DEVELOPMENT, LLC, a Florida Limited liability company, on behalf of the company. He is personally known to me and did not take an oath.

Patricia H. Meena
Notary Public, State of Florida
My Commission expires: 10/19/08
Commission: Number: DD 363886



MAP SHOWING SPECIFIC PURPOSE SURVEY OF:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA,

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

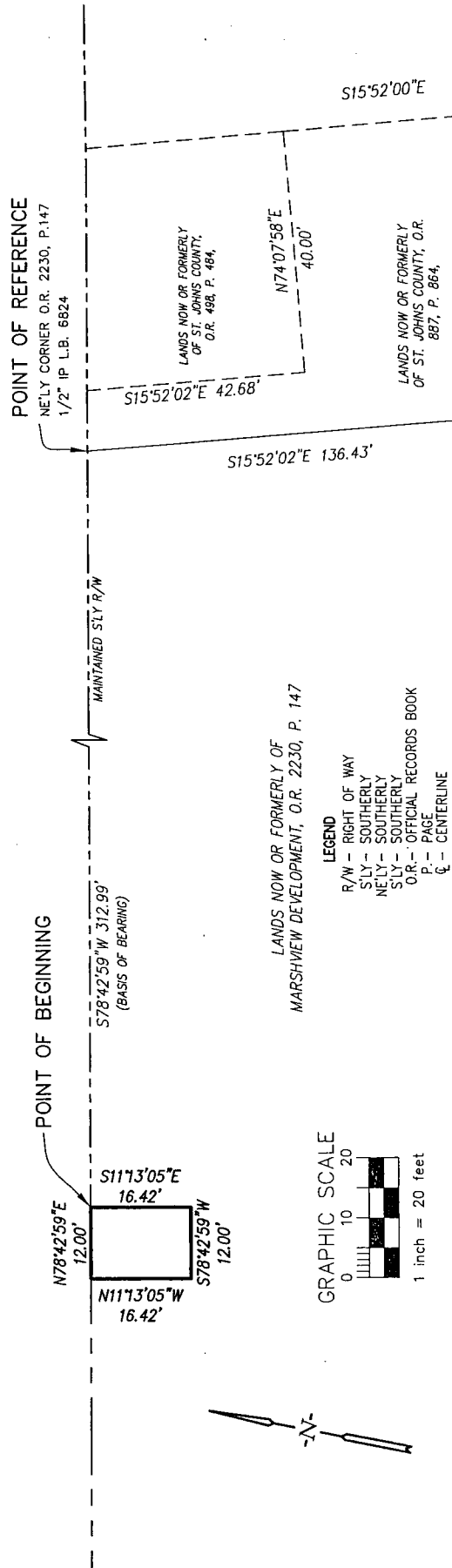
FOR A POINT OF REFERENCE COMMENCE AT A 1/2" IRON PIPE L.B. 6824, SAID POINT LYING ON THE SOUTHERLY MAINTAINED RIGHT OF WAY OF RIVERSIDE BOULEVARD. PER COUNTY ROAD PLAT BOOK 1, PAGE 29, ST. JOHNS COUNTY, FLORIDA AND BEING THE NORTHEASTERLY CORNER OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 2230, PAGE 147, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 78°42'59" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 312.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 111°13'05" EAST, DEPARTING SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 16.42 FEET; THENCE NORTH 111°13'05" WEST, A DISTANCE OF 16.42 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF RIVERSIDE BOULEVARD; THENCE NORTH 78°42'59" EAST ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

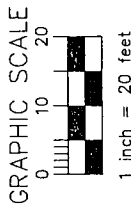
CONTAINING 197 SQUARE FEET OR MORE OR LESS.

RIVERSIDE BOULEVARD

A VARIABLE WIDTH RIGHT OF WAY



LANDS NOW OR FORMERLY OF MARSHVIEW DEVELOPMENT, O.R. 2230, P. 147



- LEGEND**
- R/W - RIGHT OF WAY
 - SLY - SOUTHERLY
 - NELY - SOUTHERLY
 - S'LY - SOUTHERLY
 - O.R. - OFFICIAL RECORDS BOOK
 - P. - PAGE
 - ⊕ - CENTERLINE

PROJECT NO. 484-023 DRAWING NO. 484-023/BST-ESMT-WATER ESMT.dwg

SHEET 1 OF 1

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF RIVERSIDE BOULEVARD AS BEING SOUTH 78°42'59" WEST.
2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.

PRIVETT-NILES and ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS
 LICENSED BUSINESS NO. 6824
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"
 ST. AUGUSTINE, FLORIDA 32084
 (904) 829-2591

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code, effective 07/20/07, Florida Statutes, subject to all notes and notations shown herein.

02/05/2007

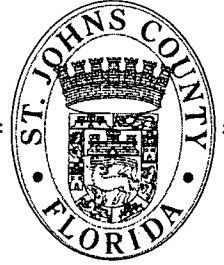
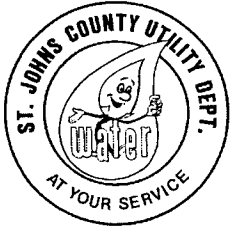
DATE OF SIGNATURE

Albert D. Bradshaw

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

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

INTEROFFICE MEMORANDUM

To: Nanette Bradbury, Real Estate Coordinator

From: Vickie Battell, Construction Tech III – Utility Engineering

Subject: The Estuaries

Date: February 7, 2007

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of The Estuaries.

After acceptance by BCC, please provide the utility department with a copy of the executed resolution and a recorded copy of the Easement for the utilities for our files.

Your support and cooperation as always are greatly appreciated.