

RESOLUTION NO. 2012- 47

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING NINE EASEMENTS FOR UTILITIES FOR WATER AND SEWER SERVICE FOR MARSHVIEW ESTATES SUBDIVISION.

RECITALS

WHEREAS, an additional nine property owners within Marshview Estates Subdivision, have executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A" through Exhibit "I," incorporated by reference and made a part hereof, for water and sewer service for the subdivision.; and

WHEREAS, The Easement area is the rights-of-way within the subdivision in addition to platted easement areas recorded in Map Book 15 Page 30 and portions of Map Book 52 Pages 14 and 15; and

WHEREAS, the dedication language of the plat of Marshview Estates requires all property owners to execute an easement for maintenance of the utilities; and

WHEREAS, to the extent that there are scrivener's, typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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 nine Easements for Utilities attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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

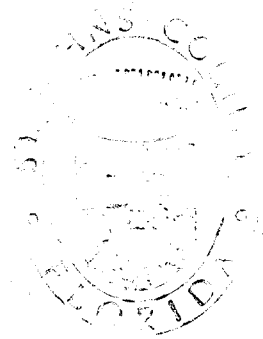
PASSED AND ADOPTED this 21 day of February, 2012.

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

By: [Signature]
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 2/23/12



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4th day of April, 2011 by **ALL LOT OWNERS WITHIN MARSHVIEW ESTATES SUBDIVISION***, hereinafter called "Grantors" to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agrees as follows:

1. Grantors 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, gravity sewer collection system, lift stations & sewer force mains 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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 Grantors have the authority to grant said easement by virtue of the plat dedication recorded in Map Book 15 Page 30 of the public records of St. Johns County, Florida.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors 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 Grantors 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 Grantors.

(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 Grantors.

2. (a) WATER SYSTEM - 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 successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. Grantee shall not be responsible for the maintenance of that portion of the sewer service laterals located on any of the Grantor's properties. Each Grantor and their successors and assigns shall be responsible for the maintenance of such sewer service laterals located on the Grantor's property. Each Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with the installation, maintenance, repair or replacement of sewer service laterals located on that Grantor's property.

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. Grantee shall also be responsible for restoration of 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. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantors and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.

4. This Grant of Easement shall inure to the benefit of and be binding 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, "Grantors" means the owner(s) from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors 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.

***GRANTOR LIST:**

1000 HIGHWAY 98 EAST CORP	10400 NW 33 ST STE 110	MIAMI	FL	331720000
ALAIMO ROY, GLORIA M	212 SANDPIPER ST	SAINT AUGUSTINE	FL	320806984
ASHDJI FARHAD ETAL	36 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
BAYLY CARTER R ETAL	PO BOX 4337	SAINT AUGUSTINE	FL	320854337
COFFEY PAUL J, CHRISTINA D	5 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
CROYLE EUGENE R, RUTH F	39 MARSHVIEW DR	SAINT AUGUSTINE	FL	320809150
DELICH GEORGE M, MERION L	113 SPANISH OAKS LN	SAINT AUGUSTINE	FL	320800000
DIEGUEZ EDUARDO JR ETUX	13 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805877
EWING SONIA, EDGAR MALONE	11 HERON CIR	SAINT AUGUSTINE	FL	320805870
FEBBRORIELLO JOHN P	124 N MAIN ST	EAST GRANBY	CT	060260000
FLOREZ ROBERT S, JILL E	9 HERON CIR	SAINT AUGUSTINE	FL	320805870
GAETANOS MIKAE G, CARMAN L	6 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805872
GREEN KELLY	24 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805873
HORNUNG ARTHUR, PATRICIA	7 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805876
KEE GEOFFREY A, JEANNE C	27 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805868
KENT ROBERT DUANE, LAUREN A	15 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805877
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LLOYD SUSAN J ETAL	25 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805868
MALISZCZAK CHRISTOPHER F	14 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
MC NALLY JAMES P, PHYLLIS M **	12208 DICKENSON LANE	ORLANDO	FL	328210000
MORRIS LORI A ETAL	35 MARSHVIEW DR	SAINT AUGUSTINE	FL	320809149

MOUNTCASTLE JOHN,DEIRDRE D	16 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
NAYLOR DAVID B,ELIZABETH J	8 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805866
PERKINS PAUL D,DAWN H	33 MARSHVIEW DR	SAINT AUGUSTINE	FL	320809149
POTEAT JOE C REV TRUST	PO BOX 400	DAVIDSON	NC	280360000
R & B MANAGEMENT GROUP INC	318 FIDDLERS POINT	SAINT AUGUSTINE	FL	320800000
RUSSELL TIM,JUDY	40 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805875
SONIER LEONARD R J,DIANA M	10 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805866
STAFFORD/HANNAH FAMILY TRUST	6410 RIVER CHASE CIR NW	ATLANTA	GA	303283551
SULLIVAN ROBERT W,ANN K	22 TEAL CIR	SAINT AUGUSTINE	FL	320805878
THUE EDITH B	20 TEAL CIR	SAINT AUGUSTINE	FL	320805878
THURSTON ROBERT H,WENDY D	5021 DATIL PEPPER RD	SAINT AUGUSTINE	FL	320865691
WELKER STANLEY,JUDY	34 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805874
WELTE RUSSELL PAUL,MIRIAM I	3 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WIATT STEPHEN KNIGHT,NANCY T	26 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WILKINSON BRIAN M ETUX	28 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WRIGHT DOLORES M ***	42 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805875
ZNAMENOK IGOR	38 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805875

MARSHVIEW EXECUTIVE PARK CONDOMINIUM ASSOCIATION, INC.

4075 A1A SOUTH, 100-B
ST. AUGUSTINE FL 32080

Signed, sealed and delivered
In the presence of:

[Signature]
Witness

Kim Henninger
Print Name

[Signature]
Witness

Sheila Allison
Print Name

[Signature]
Brian M. Wilkinson
[Signature]
Jennifer P. Price

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 4th day of April, 2010, by Brian M. Wilkinson and Jennifer P. Price, who is personally known to me or has produced valid Florida Identification identification.

[Signature]
Notary Public



Exhibit "A" to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all rights-of-way as shown on the plat, which includes Marshview Drive, Heron Circle, Teal Circle, Sandpiper Street, Ibis Circle and Coot Circle all within the plat of Marshview Estates as recorded Map Book 15 Page 30 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 areas."

EASEMENT FOR UTILITIES

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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, Grantors agrees as follows:

1. Grantors 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, gravity sewer collection system, lift stations & sewer force mains 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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 Grantors have the authority to grant said easement by virtue of the plat dedication recorded in Map Book 15 Page 30 of the public records of St. Johns County, Florida.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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.

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(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 Grantors 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 Grantors 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 Grantors.

(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 Grantors.

2. (a) **WATER SYSTEM** -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 successors and assigns shall be responsible for maintaining any waterlines between the water meter and the improvements served by the utility system.

(b) **PUMP STATION & SEWER FORCE MAINS** Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

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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. Grantee shall also be responsible for restoration of 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. To the extent

permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantors and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.

4. This Grant of Easement shall inure to the benefit of and be binding 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, "Grantors" means the owner(s) from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors 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.

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RUSSELLTIM, JUDY
SONIER LEONARD R J. DIANA M
STAFFORD/HANNAH FAMILY TRUST
SULLIVAN ROBERT W ANN K
THUE EDITH B
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WELKER STANLEY JUDY
WELTE RUSSELL PAUL MIRIAM I
WIATT STEPHEN KNIGHT. NANCY T
WILKINSON, BRIANM ETUX
WRIGHT DOLORES M ***
ZNAMEK IGOR

8 MARSHVIEW DR
33 MARSHVIEW DR
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318 FIDDLERS POINT
40 MARSHVIEW DR
10 MARSHVIEW DR
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22 TEAL CIR
20 TEAL CIR
5021 DATIL PEPPER RD
34 MARSHVIEW DR
3 MARSHVIEW DR
26 MARSHVIEW DR
28 MARSHVIEW DR
42 MARSHVIEW DR
38 MARSHVIEW DR

SAINT AUGUSTINE FL 320805866
SAINT AUGUSTINE FL 320809149
DAVIDSON NC 280360000
SAINT AUGUSTINE FL 320800000
SAINT AUGUSTINE FL 320805875
SAINT AUGUSTINE FL 320805866
ATLANTA GA 303283551
SAINT AUGUSTINE FL 320805878
SAINT AUGUSTINE FL 320805878
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SAINT AUGUSTINE FL 320805874
SAINT AUGUSTINE FL 320800000
SAINT AUGUSTINE FL 320800000
SAINT AUGUSTINE FL 320800000
SAINT AUGUSTINE FL 320805875
SAINT AUGUSTINE FL 320805875

Signed, sealed and delivered
In the presence of:

John Palmer
Witness Signature
John Palmer

Print Witness' Name

Maurice Thomas
Witness Signature

Maurice Thomas

Print Witness' Name

Jan Miller

Grantor's Signature

Jan Miller
Print Grantor's Name

Print Grantor's Name

Lori Morris
Grantor's Signature

Grantor's Signature

Lori Morris

Print Grantor's Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 4th day of
APRIL, 2010, by JAN MILLER and LORI MORRIS who is
personally known to me or has produced _____ as
identification.

Carman L. Gaetanos
Notary Public



CARMAN L. GAETANOS
Commission DD 639656
Expires June 12, 2011
Bonded Thru Troy Fair Insurance 800-885-7019

Exhibit "A" to Easement

EASEMENT AREA

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MAR 31 2011

EASEMENT FOR UTILITIES

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BAYLY CARTER R ETAL	PO BOX 4337	SAINT AUGUSTINE	FL	320854337
COFFEY PAUL J, CHRISTINA D	5 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
CROYLE EUGENE R, RUTH F	39 MARSHVIEW DR	SAINT AUGUSTINE	FL	320809150
DELICH GEORGE M, MERION L	113 SPANISH OAKS LN	SAINT AUGUSTINE	FL	320800000
DIEGUEZ EDUARDO JR ETUX	13 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805877
EWING SONIA, EDGAR MALONE	11 HERON CIR	SAINT AUGUSTINE	FL	320805870
FEBBRORIELLO JOHN P	124 N MAIN ST	EAST GRANBY	CT	060260000
FLOREZ ROBERT S, JILL E	9 HERON CIR	SAINT AUGUSTINE	FL	320805870
GAETANOS MIKAE G, CARMAN L	6 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805872
GREEN KELLY	24 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805873
HORNUNG ARTHUR, PATRICIA	7 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805876
KEE GEOFFREY A, JEANNE C	27 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805868
KENT ROBERT DUANE, LAUREN A	15 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805877
KIERNAN RICHARD PAUL, DELMA	41 MARSHVIEW DR	SAINT AUGUSTINE	FL	320809150
LLOYD SUSAN J ETAL	25 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805868
MALISZCZAK CHRISTOPHER F	14 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
MC NALLY JAMES P, PHYLLIS M **	12208 DICKENSON LANE	ORLANDO	FL	328210000
MORRIS LORI A ETAL	35 MARSHVIEW DR	SAINT AUGUSTINE	FL	320809149

MOUNTCASTLE JOHN,DEIRDRE D	16 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
NAYLOR DAVID B,ELIZABETH J	8 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805866
PERKINS PAUL D,DAWN H	33 MARSHVIEW DR	SAINT AUGUSTINE	FL	320809149
POTEAT JOE C REV TRUST	PO BOX 400	DAVIDSON	NC	280360000
R & B MANAGEMENT GROUP INC	318 FIDDLERS POINT	SAINT AUGUSTINE	FL	320800000
RUSSELL TIM,JUDY	40 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805875
SONIER LEONARD R J,DIANA M	10 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805866
STAFFORD/HANNAH FAMILY TRUST	6410 RIVER CHASE CIR NW	ATLANTA	GA	303283551
SULLIVAN ROBERT W,ANN K	22 TEAL CIR	SAINT AUGUSTINE	FL	320805878
THUE EDITH B	20 TEAL CIR	SAINT AUGUSTINE	FL	320805878
THURSTON ROBERT H,WENDY D	5021 DATIL PEPPER RD	SAINT AUGUSTINE	FL	320865691
WELKER STANLEY,JUDY	34 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805874
WELTE RUSSELL PAUL,MIRIAM I	3 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WIATT STEPHEN KNIGHT,NANCY T	26 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WILKINSON BRIAN M ETUX	28 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WRIGHT DOLORES M ***	42 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805875
ZNAMENOK IGOR	38 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805875

MARSHVIEW EXECUTIVE PARK CONDOMINIUM ASSOCIATION, INC.

4075 A1A SOUTH, 100-B
ST. AUGUSTINE FL 32080

Signed, sealed and delivered
In the presence of:

Roberta Russell
Witness

[Signature]
Tim Russel

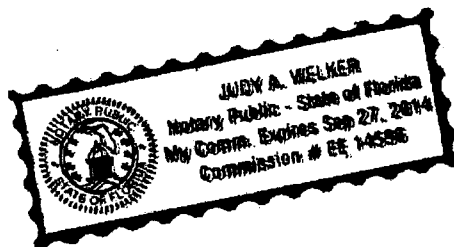
Roberta Russell
Print Name

[Signature]
Judy Russell

[Signature]
Witness
Jamie Dininny
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 16th day of MARCH, 2010, by Tim Russell and Judy Russell who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public

Exhibit "A" to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all rights-of-way as shown on the plat, which includes Marshview Drive, Heron Circle, Teal Circle, Sandpiper Street, Ibis Circle and Coot Circle all within the plat of Marshview Estates as recorded Map Book 15 Page 30 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 areas."

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 3 day of March, 2011 by ALL LOT OWNERS WITHIN MARSHVIEW ESTATES SUBDIVISION*, hereinafter called "Grantors" to ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agrees as follows:

1. Grantors 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, gravity sewer collection system, lift stations & sewer force mains 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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 Grantors have the authority to grant said easement by virtue of the plat dedication recorded in Map Book 15 Page 30 of the public records of St. Johns County, Florida.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors 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 Grantors 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 Grantors.

(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 Grantors.

2. (a) WATER SYSTEM - 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 successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. Grantee shall not be responsible for the maintenance of that portion of the sewer service laterals located on any of the Grantor's properties. Each Grantor and their successors and assigns shall be responsible for the maintenance of such sewer service laterals located on the Grantor's property. Each Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with the installation, maintenance, repair or replacement of sewer service laterals located on that Grantor's property.

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. Grantee shall also be responsible for restoration of 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. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantors and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.

4. This Grant of Easement shall inure to the benefit of and be binding 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, "Grantors" means the owner(s) from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors 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.

***GRANTOR LIST:**

1000 HIGHWAY 98 EAST CORP	10400 NW 33 ST STE 110	MIAMI	FL	331720000
ALAIMO ROY, GLORIA M	212 SANDPIPER ST	SAINT AUGUSTINE	FL	320806984
ASHDCI FARHAD ETAL	36 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
BAYLY CARTER R ETAL	PO BOX 4337	SAINT AUGUSTINE	FL	320854337
COFFEY PAUL J, CHRISTINA D	5 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
CROYLE EUGENE R, RUTH F	39 MARSHVIEW DR	SAINT AUGUSTINE	FL	320809150
DELICH GEORGE M, MERION L	113 SPANISH OAKS LN	SAINT AUGUSTINE	FL	320800000
DIEGUEZ EDUARDO JR ETUX	13 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805877
EWING SONIA, EDGAR MALONE	11 HERON CIR	SAINT AUGUSTINE	FL	320805870
FEBBRORIELLO JOHN P	124 N MAIN ST	EAST GRANBY	CT	060260000
FLOREZ ROBERT S, JILL E	9 HERON CIR	SAINT AUGUSTINE	FL	320805870
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MOUNTCASTLE JOHN,DEIRDRE D	16 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
NAYLOR DAVID B,ELIZABETH J	8 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805866
PERKINS PAUL D,DAWN H	33 MARSHVIEW DR	SAINT AUGUSTINE	FL	320809149
POTEAT JOE C REV TRUST	PO BOX 400	DAVIDSON	NC	280360000
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THUE EDITH B	20 TEAL CIR	SAINT AUGUSTINE	FL	320805878
THURSTON ROBERT H,WENDY D	5021 DATIL PEPPER RD	SAINT AUGUSTINE	FL	320865691
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MARSHVIEW EXECUTIVE PARK CONDOMINIUM ASSOCIATION, INC.

4075 A1A SOUTH, 100-B
ST. AUGUSTINE FL 32080

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Pam Lawson
Print Name

[Signature]
~~Leonard R. J. Sonier~~
Witness

Maura Zebroski
Print Name

Leonard R. J. Sonier

Leonard R. J. Sonier

Diana M. Sonier

Diana M. Sonier



State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 3rd day of March, 2010, by Leonard R.J. Sonier and Diana Sonier who is personally known to me or has produced FL Drivers Licenses as identification.

[Signature]
Notary Public

Exhibit "A" to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all rights-of-way as shown on the plat, which includes Marshview Drive, Heron Circle, Teal Circle, Sandpiper Street, Ibis Circle and Coot Circle all within the plat of Marshview Estates as recorded Map Book 15 Page 30 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 areas."

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16 day of September, 2011 by **ALL LOT OWNERS WITHIN MARSHVIEW ESTATES SUBDIVISION***, hereinafter called "Grantors" to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agrees as follows:

1. Grantors 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, gravity sewer collection system, lift stations & sewer force mains 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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 Grantors have the authority to grant said easement by virtue of the plat dedication recorded in Map Book 15 Page 30 of the public records of St. Johns County, Florida.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors 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 Grantors 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 Grantors.

(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 Grantors.

2. (a) **WATER SYSTEM** - 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 successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) **PUMP STATION & SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. Grantee shall not be responsible for the maintenance of that portion of the sewer service laterals located on any of the Grantor's properties. Each Grantor and their successors and assigns shall be responsible for the maintenance of such sewer service laterals located on the Grantor's property. Each Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with the installation, maintenance, repair or replacement of sewer service laterals located on that Grantor's property.

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. Grantee shall also be responsible for restoration of 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. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantors and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.

4. This Grant of Easement shall inure to the benefit of and be binding 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, "Grantors" means the owner(s) from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors 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.

***GRANTOR LIST:**

1000 HIGHWAY 98 EAST CORP	10400 NW 33 ST STE 110	MIAMI	FL	331720000
ALAIMO ROY, GLORIA M	212 SANDPIPER ST	SAINT AUGUSTINE	FL	320806984
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BAYLY CARTER R ETAL	PO BOX 4337	SAINT AUGUSTINE	FL	320854337
HENRIKSEN INVEST LLC	5 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
CROYLE EUGENE R, RUTH F	39 MARSHVIEW DR	SAINT AUGUSTINE	FL	320809150
DONALD N. RADBILL TRUST	PO BOX 590	SAINT AUGUSTINE	FL	320850590
DIEGUEZ EDUARDO JR ETUX	13 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805877
EWING SONIA, EDGAR MALONE	11 HERON CIR	SAINT AUGUSTINE	FL	320805870
JAMES P MCNALLY ETAL	26020 SPLENDID MEADOW CT	ASTATULA	FL	347050000
FLOREZ ROBERT S, JILL E	9 HERON CIR	SAINT AUGUSTINE	FL	320805870
GAETANOS MIKAE G, CARMAN L	6 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805872
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MC NALLY JAMES P, PHYLLIS M **	12208 DICKENSON LANE	ORLANDO	FL	328210000
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MOUNTCASTLE JOHN,DEIRDRE D	16 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
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THURSTON ROBERT H,WENDY D	5021 DATIL PEPPER RD	SAINT AUGUSTINE	FL	320865691
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WELTE RUSSELL PAUL,MIRIAM I	3 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WIATT STEPHEN KNIGHT,NANCY T	26 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WILKINSON BRIAN M ETUX	28 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WRIGHT DOLORES M ***	42 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805875
ANDREW AND JOANNE FAWCETT	65 CHERRY AVE.	WEST SAYVILLE	NY	11796

MARSHVIEW EXECUTIVE PARK CONDOMINIUM ASSOCIATION, INC.

Signed, sealed and delivered
In the presence of:



Witness

Duane Lasher

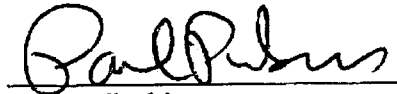
Print Name



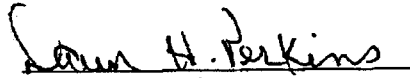
Witness

Duane Lasher

Print Name



Paul D. Perkins



Dawn H. Perkins

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 16th day of September, 2011, by Paul D. Perkins and Dawn H. Perkins who is personally known to me or has produced PID as identification.



Notary Public



Exhibit "A" to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all rights-of-way as shown on the plat, which includes Marshview Drive, Heron Circle, Teal Circle, Sandpiper Street, Ibis Circle and Coot Circle all within the plat of Marshview Estates as recorded Map Book 15 Page 30 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 areas."

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 14th day of September, 2011 by ALL LOT OWNERS WITHIN MARSHVIEW ESTATES SUBDIVISION*, hereinafter called "Grantors" to ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agrees as follows:

1. Grantors 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, gravity sewer collection system, lift stations & sewer force mains 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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 Grantors have the authority to grant said easement by virtue of the plat dedication recorded in Map Book 15 Page 30 of the public records of St. Johns County, Florida.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors 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 Grantors 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 Grantors.

(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 Grantors.

2. (a) WATER SYSTEM - 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 successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. Grantee shall not be responsible for the maintenance of that portion of the sewer service laterals located on any of the Grantor's properties. Each Grantor and their successors and assigns shall be responsible for the maintenance of such sewer service laterals located on the Grantor's property. Each Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with the installation, maintenance, repair or replacement of sewer service laterals located on that Grantor's property.

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. Grantee shall also be responsible for restoration of 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. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantors and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.

4. This Grant of Easement shall inure to the benefit of and be binding 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, "Grantors" means the owner(s) from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors 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.

***GRANTOR LIST:**

1000 HIGHWAY 98 EAST CORP	10400 NW 33 ST STE 110	MIAMI	FL	331720000
ALAIMO ROY, GLORIA M	212 SANDPIPER ST	SAINT AUGUSTINE	FL	320806984
ASHDI FARHAD ETAL	36 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
BAYLY CARTER R ETAL	PO BOX 4337	SAINT AUGUSTINE	FL	320854337
HENRIKSEN INVEST LLC	5 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
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DONALD N. RADBILL TRUST	PO BOX 590	SAINT AUGUSTINE	FL	320850590
DIEGUEZ EDUARDO JR ETUX	13 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805877
EWING SONIA, EDGAR MALONE	11 HERON CIR	SAINT AUGUSTINE	FL	320805870
JAMES P MCNALLY ETAL	26020 SPLENDID MEADOW CT	ASTATULA	FL	347050000
FLOREZ ROBERT S, JILL E	9 HERON CIR	SAINT AUGUSTINE	FL	320805870
GAETANOS MIKAE G, CARMAN L	6 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805872
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KEE GEOFFREY A, JEANNE C	27 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805868
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MC NALLY JAMES P, PHYLLIS M **	12208 DICKENSON LANE	ORLANDO	FL	328210000
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R & B MANAGEMENT GROUP INC	318 FIDDLERS POINT	SAINT AUGUSTINE	FL	320800000
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STAFFORD/HANNAH FAMILY TRUST	6410 RIVER CHASE CIR NW	ATLANTA	GA	303283551
SULLIVAN ROBERT W,ANN K	22 TEAL CIR	SAINT AUGUSTINE	FL	320805878
THUE EDITH B	20 TEAL CIR	SAINT AUGUSTINE	FL	320805878
THURSTON ROBERT H,WENDY D	5021 DATIL PEPPER RD	SAINT AUGUSTINE	FL	320865691
WELKER STANLEY,JUDY	34 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805874
WELTE RUSSELL PAUL,MIRIAM I	3 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WIATT STEPHEN KNIGHT,NANCY T	26 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WILKINSON BRIAN M ETUX	28 MARSHVIEW DR	SAINT AUGUSTINE	FL	320800000
WRIGHT DOLORES M ***	42 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805875
ANDREW AND JOANNE FAWCETT	65 CHERRY AVE.	WEST SAYVILLE	NY	11796

MARSHVIEW EXECUTIVE PARK CONDOMINIUM ASSOCIATION, INC.

Signed, sealed and delivered

In the presence of:

Gregory R. Swain
Witness

Arthur Hornung
Arthur Hornung

GREGORY R. SWAIN
Print Name

Patricia Hornung
Patricia Hornung

Cindy Carter
Witness

Cindy Carter
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 14 day of September, 2011, by Arthur Hornung and Patricia Hornung who is personally known to me or has produced DRIVERS LICENSE as identification.

Gregory R. Swain
Notary Public

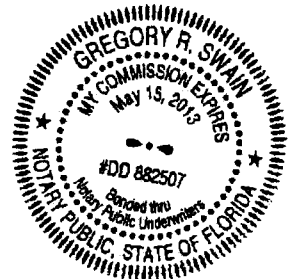


Exhibit "A" to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all rights-of-way as shown on the plat, which includes Marshview Drive, Heron Circle, Teal Circle, Sandpiper Street, Ibis Circle and Coot Circle all within the plat of Marshview Estates as recorded Map Book 15 Page 30 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 areas."

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 20th day of September, 2011 by **ALL LOT OWNERS WITHIN MARSHVIEW ESTATES SUBDIVISION***, hereinafter called "Grantors" to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agrees as follows:

1. Grantors 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, gravity sewer collection system, lift stations & sewer force mains 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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 Grantors have the authority to grant said easement by virtue of the plat dedication recorded in Map Book 15 Page 30 of the public records of St. Johns County, Florida.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors 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 Grantors 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 Grantors.

(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 Grantors.

2. (a) WATER SYSTEM - 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 successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. Grantee shall not be responsible for the maintenance of that portion of the sewer service laterals located on any of the Grantor's properties. Each Grantor and their successors and assigns shall be responsible for the maintenance of such sewer service laterals located on the Grantor's property. Each Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with the installation, maintenance, repair or replacement of sewer service laterals located on that Grantor's property.

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. Grantee shall also be responsible for restoration of 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. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantors and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.

4. This Grant of Easement shall inure to the benefit of and be binding 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, "Grantors" means the owner(s) from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors 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.

***GRANTOR LIST:**

1000 HIGHWAY 98 EAST CORP	10400 NW 33 ST STE 110	MIAMI	FL	331720000
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WRIGHT DOLORES M ***	42 MARSHVIEW DR	SAINT AUGUSTINE	FL	320805875
ANDREW AND JOANNE FAWCETT	65 CHERRY AVE.	WEST SAYVILLE	NY	11796

MARSHVIEW EXECUTIVE PARK CONDOMINIUM ASSOCIATION, INC.

Signed, sealed and delivered

In the presence of:

Linda Collins
Witness

Dolores M. Wright
Dolores M. Wright

LINDA COLLINS
Print Name

Jennifer E Burgess
Witness

Jennifer E. Burgess
Print Name

State of Florida

County of St. Johns

The foregoing instrument was acknowledged before me this 30th day of September, 2011, by Dolores M. Wright, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Bonnie Fausey
Commission #DD796939
Expires: JULY 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Bonnie Fausey
Notary Public

Exhibit "A" to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all rights-of-way as shown on the plat, which includes Marshview Drive, Heron Circle, Teal Circle, Sandpiper Street, Ibis Circle and Coot Circle all within the plat of Marshview Estates as recorded Map Book 15 Page 30 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 areas."

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 13th day of September, 2011, by **THOMAS W. SCHEIRER, LYNN P. SCHEIRER, LASTRADA ITALIAN RESTAURANT, BOOKTOWN, INC., MARSHVIEW REALTY, LLC, ROBERT E. BOWKER III, JOHN C. PARR, BEVERLY I. PARR, TAMMY LAGASSE AND AVERY C. ROBERTS**, hereinafter called "Grantors" to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine FL 32084, 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. Grantors 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, gravity sewer collection system, lift stations & sewer force mains 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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 Grantors have the authority to grant said easement by virtue of the plat dedication recorded in Map Book 15 Page 30 of the public records of St. Johns County, Florida.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors 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 Grantors 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 Grantors.

(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 Grantors.

2. (a) **WATER SYSTEM** - 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 successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) **PUMP STATION & SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - 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's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantors hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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. Grantee shall also be responsible for restoration of 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. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantors and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

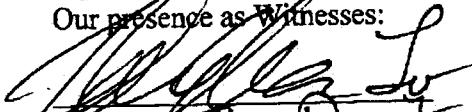
b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.


4. This Grant of Easement shall inure to the benefit of and be binding 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, "Grantors" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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
Our presence as Witnesses:


Print Name: Thom Dorn


Print Name: Melinda Dorn

MARSHVIEW REALTY, LLC

By: 

Its: Member

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 13th day of September, 2011, by Ghanas Dorn who is personally known to me or has produced drivers license as identification.

Catherine S. Dodd-Nettles
Notary Public

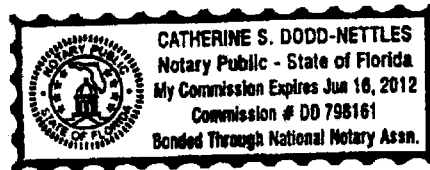


EXHIBIT "A" TO EASEMENT

EASEMENT AREA

The Easement Area granted by this document shall include all rights-of-way as shown on the plat, which includes Marshview Drive, Heron Circle, Teal Circle, Sandpiper Street, Ibis Circle and Coot Circle all within the plat of Marshview Estates as recorded Map Book 15 Page 30 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 areas."

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 29th day of September, 2011, by **THOMAS W. SCHEIRER, LYNN P. SCHEIRER, LASTRADA ITALIAN RESTAURANT, BOOKTOWN, INC., MARSHVIEW REALTY, LLC, ROBERT E. BOWKER III, JOHN C. PARR, BEVERLY I. PARR, TAMMY LAGASSE AND AVERY C. ROBERTS**, hereinafter called "Grantors" to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine FL 32084, 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. Grantors 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, gravity sewer collection system, lift stations & sewer force mains 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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 Grantors are 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) Grantors 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 Grantors, 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 Grantors 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 Grantors 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 Grantors.

(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 Grantors.

2. (a) **WATER SYSTEM** - 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 successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) **PUMP STATION & SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - 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's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantors hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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. Grantee shall also be responsible for restoration of 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. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantors and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.

4. This Grant of Easement shall inure to the benefit of and be binding 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, "Grantors" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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
Our presence as Witnesses

Denise C. Howard
Print Name: Denise C. Howard
Linda C. Boles
Print Name: Linda C. Boles

Avery C. Roberts
Avery C. Roberts

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 28th day of September, 2011, by Avery C. Roberts, who is personally known to me or has produced _____ as identification.

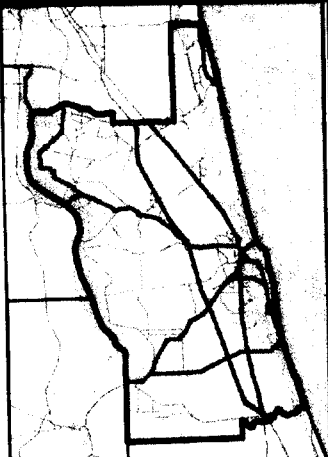
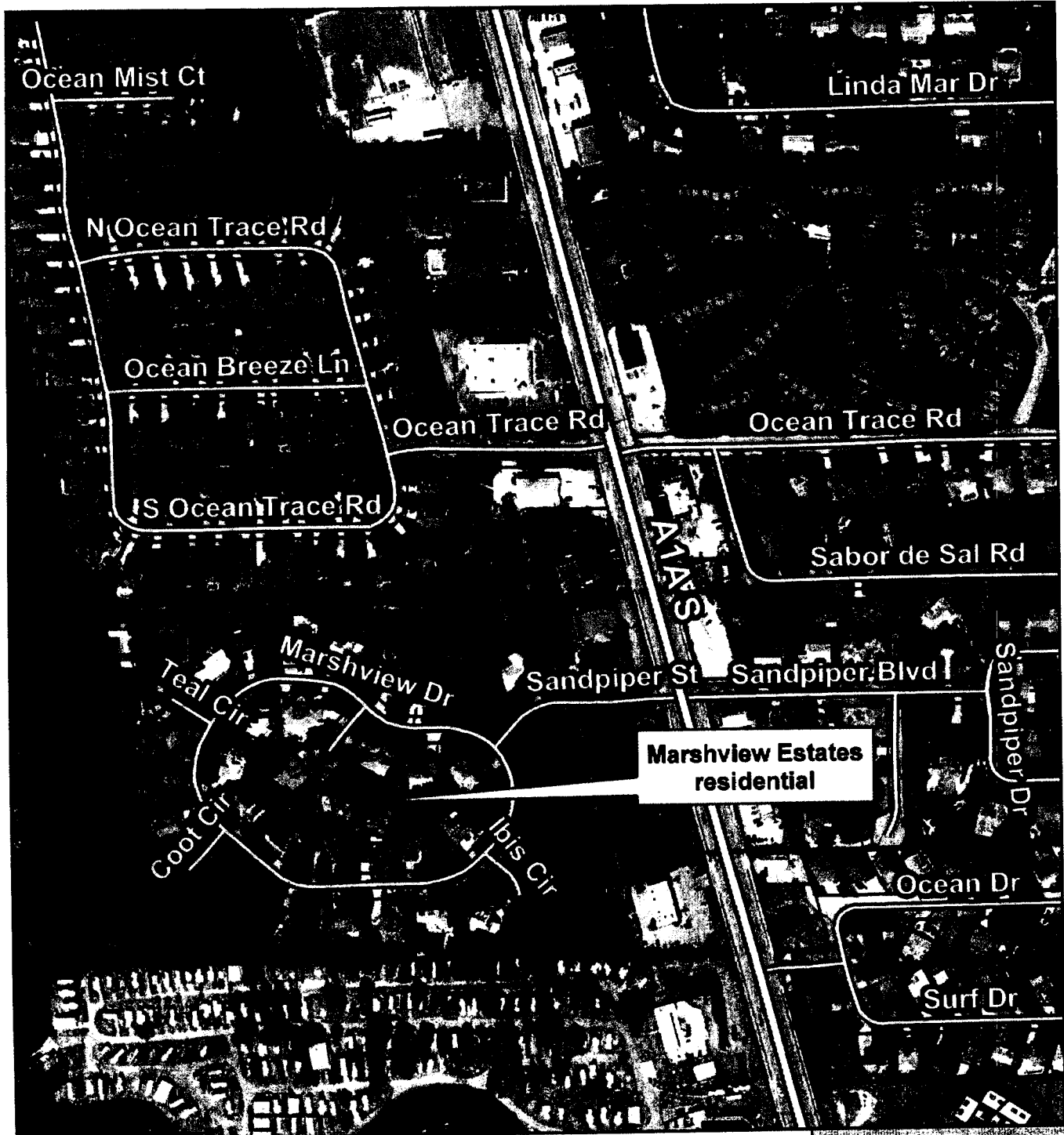
Denise C. Howard
Notary Public



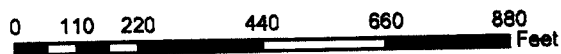
EXHIBIT "A" TO EASEMENT

EASEMENT AREA

The Easement Area granted by this document shall include all rights-of-way as shown on the plat, which includes Marshview Drive, Heron Circle, Teal Circle, Sandpiper Street, Ibis Circle and Coot Circle all within the plat of Marshview Estates as recorded Map Book 15 Page 30 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 areas."



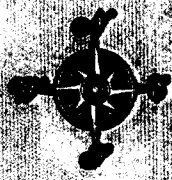
Marshview Estates Easements for Utilities



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
January 23, 2012
(904) 209-0788



DISCLAIMER
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.