

RESOLUTION NO. 2015- 292

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

RECITALS

WHEREAS, Marshall Creek Ltd, a Florida limited partnership, 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 serve Marshall Creek DRI Unit MUA-4; and

WHEREAS, Marshall Creek Ltd. has also executed a Bill of Sale and Schedule of Values, attached hereto as Exhibit "B," incorporated by reference and made a part hereof, conveying all personal property associated with the water and sewer system; and

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

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easement for Utilities and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. 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.

Section 4. The Clerk of the Circuit Court 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 6th day of October, 2015.

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

By: _____


Priscilla L. Bennett, Chair

ATTEST: George Lareau, Clerk

By: Rein L. Platt
Deputy Clerk

RENDITION DATE 10/8/2015

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 28 day of May, 2015 by **MARSHALL CREEK, LTD**, a Florida limited partnership, with an address of 605 Palencia Club Drive, St. Augustine, Florida 32095, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, 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. 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, gravity sewer collection system and 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. 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 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 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. (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 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.

(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 or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor or Grantor's successors and assigns will indemnify and hold 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, but Grantee shall not 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, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

EXHIBIT "A" to Easement

EASEMENT AREA

The Easement area granted by this document include the road right of way labeled as Park Front Lane as shown on the plat of Marshall Creek DRI Unit MUA-4, recorded in Map Book 75 Pages 31-32 of the public records of St. Johns County, Florida.



BILL OF SALE
UTILITY IMPROVEMENTS
for

Palencia MNO Parcel

Marshall Creek Ltd. 605 Palencia Club Drive St Augustine FL 32095, (the "Seller") 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:

See Attachment A

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights 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 Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 17th of July, 2015.

WITNESS:

Jill Fuhrman
Witness Signature

Jill Fuhrman
Witness Name

OWNER:

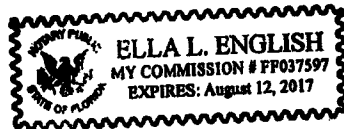
W O Shea
Owner's Signature

Walter O'Shea, Managing Director
Print Owner's Name

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me this 17th day of July, 2015, by Walter O'Shea who is personally known to me or has produced _____ as identification.

Ella L. English
Notary Public





St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Palencia MNO (PH2) - SUBCON 14-23
 Contractor: Coastal Utility Constructors of Jacksonville, Inc
 Developer: Marshall Creek , LTD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
10" HDPE DR 11	LF	45	\$ 160.00	\$ 7,200.00
8" PVC DR 18	LF	60	\$ 45.00	\$ 2,700.00
4" PVC DR 18	LF	370	\$ 30.00	\$ 11,100.00
2" poly DR 11	LF	110	\$ 20.00	\$ 2,200.00
	LF		\$ -	\$ -
Water Valves (Size and Type)				
8" M&H 47451-01 tapping valve	Ea	1	\$ 1,473.00	\$ 1,473.00
6" M&H 4067-01 gate valve	Ea	1	\$ 950.00	\$ 950.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
5 1/4" M&H style 129	Ea	1	\$ 3,000.00	\$ 3,000.00
2" flushing hydrant	Ea	1	\$ 1,000.00	\$ 1,000.00
			\$ -	\$ -
Services (Size and Type)				
1" poly - domestic water	Ea	13	\$ 600.00	\$ 7,800.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 37,423.00



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Project Name: Palencia MNO (PH2) - SUBCON 14-23
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 Developer: Marshall Creek , LTD

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF			\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" PVC SDR 26	LF	472	\$ 35.00	\$ 16,520.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" SDR 35	EA	13	\$ 450.00	\$ 5,850.00
	EA			\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep 4' dia type A	EA	2	\$ 3,490.00	\$ 6,980.00
6-8 foot deep 4' dia type A	EA	1	\$ 3,990.00	\$ 3,990.00
8-10 foot deep 4' dia type A	EA	1	\$ 4,490.00	\$ 4,490.00
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
			Total Sewer System Cost	\$ 37,830.00



St. Johns County Board of County Commissioners

Utility Department

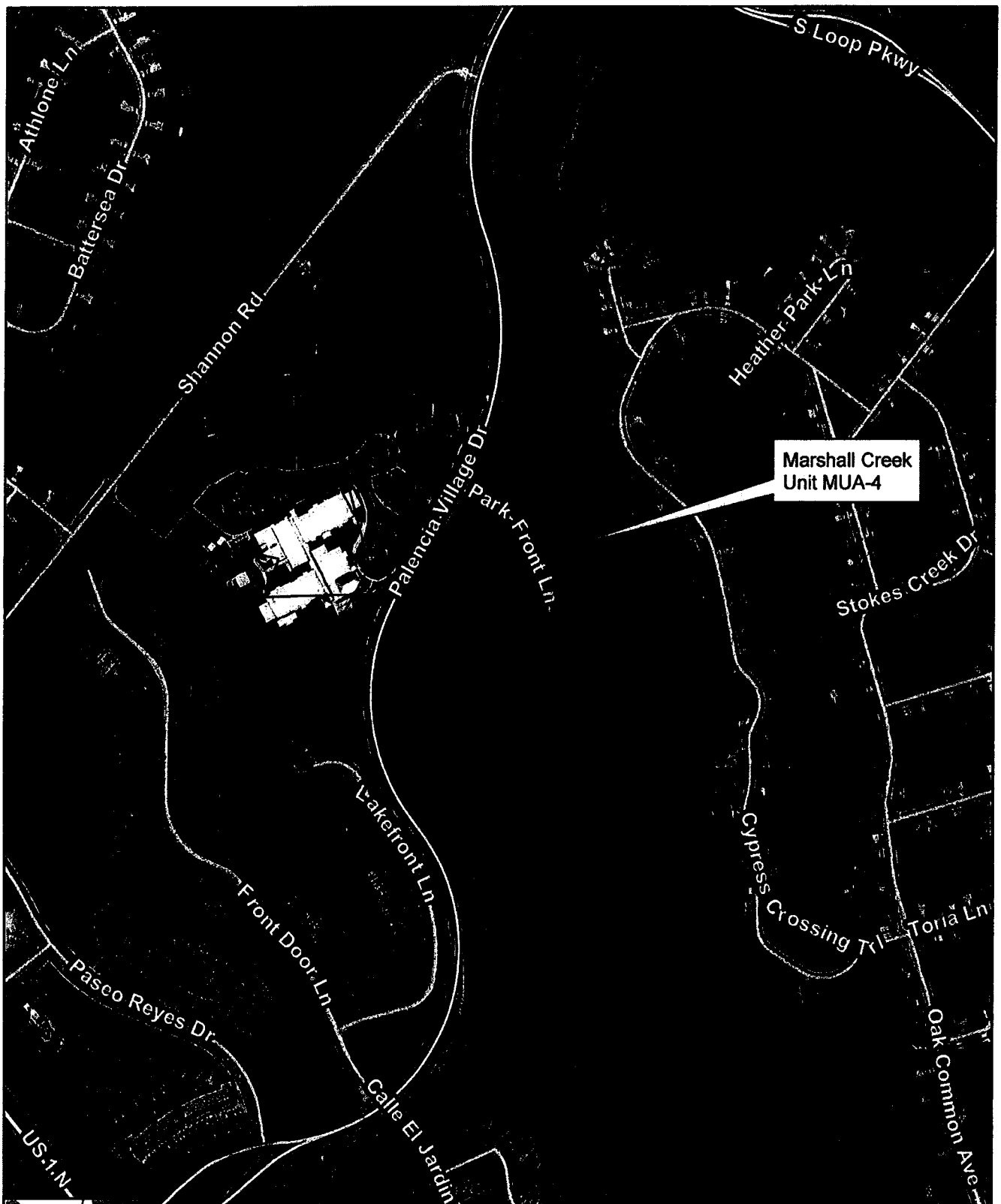
INTEROFFICE MEMORANDUM


TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Palencia - MNO
DATE: August 31, 2015

Please present the Easement, Bill of Sale, and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Palencia - MNO.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.




 2013 Aerial Imagery
 0 100 200
 Feet
 September 2, 2015

Marshall Creek DRI
Unit MUA-4
Easement for Utilities

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0762

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

