

RESOLUTION NO. 2016- 201

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES TO PROVIDE WATER AND SEWER SERVICE TO PALENCIA UNIT 9A OFF SAN CRISTOBAL COURT AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, Marshall Creek Community Development District, a local unit of special purpose government, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, permitting sewer lines to cross Unit EV-9, Tract D, to provide service to Palencia Unit 9A located off San Cristobal Court; and

WHEREAS, Marshall Creek, Ltd., a Florida limited partnership, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, to provide water and sewer service to Palencia Unit 9A located off San Cristobal Court; and

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

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "D," 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 Easements for Utilities and Bill of Sale and Schedule of Values attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

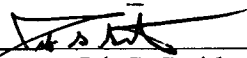
Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Circuit Court is instructed to record the two (2) original Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 19 day of July, 2016.

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

By: _____


Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 7/21/16



Deputy Clerk



EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 1st day of April, 2016 by **MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes (the "Grantee"), whose mailing address is 175 Hampton Point Drive, Suite 4, St. Augustine, Florida 32092, 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:

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 gravity sewer collection system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground 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 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.

1. (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) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain the 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 Easement for Utilities be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Jill Fuhrman

Print Name: Jill Fuhrman

Carla Luigs

Print Name: Carla Luigs

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special purpose government organized and
existing in accordance with Chapter 190, Florida
Statutes

By: R.W. Hurley
Print: Richard W. Hurley
Its: Chairman

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30 day of
March, 2016, by Richard W. Hurley as Chairman
Chairman of MARSHALL CREEK COMMUNITY DEVELOPMENT
DISTRICT, ("CDD"), a local unit of special purpose government organized and existing in
accordance with Chapter 190, Florida Statutes, on behalf of the CDD.

Kellie M. Hines
Notary Public
Print Name: Kellie M. Hines



My Commission Expires:
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

EXHIBIT "A"

EASEMENT AREA

The Easement area granted by this document include Tract D as shown on the plat of Marshall Creek DRI Unit EV-9, recorded in Map Book 58 Pages 3-6 of the public records of St. Johns County, Florida.

EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 1st day of April, 2016 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 and gravity sewer collection system 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.

(b) 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 Utility Easement to be executed as of the day and year first above written.

EXHIBIT "A"

EASEMENT AREA

The Easement area granted by this document include all of the road rights of way labeled as San Cristobal Court all as shown on the plat of Marshall Creek DRI Unit 9A, recorded in Map Book 79 Pages 85-86 of the public records of St. Johns County, Florida.

EXHIBIT "C" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for

Palencia Unit 9A

Marshall Creek, Ltd., (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 EXHIBIT A SCHEDULE OF VALUES FOR PALENCIA UNIT 9A"

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 22 of April, 2016.

WITNESS:

Laci LeDuke
Witness Signature

Laci LeDuke
Print Witness Name

OWNER:

Michael T. Harrison
Owner's Signature

Michael T. Harrison, Senior Managing Director
Print Owner's Name

State of GA
County of DEKALB

The foregoing instrument was acknowledged before me this 22 day of APRIL, 2016, by Michael T. Harrison who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



Exhibit A



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Palencia Parcel 9A

Contractor: Vallencourt Construction Company Inc.

Developer: Marshall Creek LTD

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
Water Mains (12" and 24" Class)					
	6" DR18 PVC	LF	260	\$ 24.11	\$ 6,269.09
	4" DR18 PVC	LF	260	\$ 19.29	\$ 5,015.27
	2" DR18 PVC	LF	100	\$ 12.54	\$ 1,253.82
					\$ -
					\$ -
					\$ -
					\$ -
Water Valves (12" and 18")					
	6" Gate Valve	EA	3	\$ 990.95	\$ 2,972.84
					\$ -
					\$ -
					\$ -
					\$ -
Water Accessories (12" and 18")					
	Fire Hydrant	EA	1	\$ 2,655.82	\$ 2,655.82
	2" Flushing Hydrant	EA	1	\$ 738.34	\$ 738.34
					\$ -
					\$ -
Water Service (12" and 18")					
	1.5" Single Water Service	EA	8	\$ 739.79	\$ 5,918.28
					\$ -
					\$ -
					\$ -
Total Water System Cost				\$	24,823.46



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Palencia Parcel 9A

Contractor: Vallencourt Construction Company Inc.

Developer: Marshall Creek LTD

Item	Unit	Quantity	Unit Cost	Total Cost
Force Mains (Size, Type & Pipe Class)				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sewer Valves (Size and Type)				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR 26 PVC	LF	565	\$ 27.73	\$ 15,665.05
				\$ -
				\$ -
				\$ -
Laterals (Size and Type)				
6" SDR 26 PVC	EA	8	\$ 542.03	\$ 4,336.24
				\$ -
				\$ -
				\$ -
Manholes (Size and Type)				
Type A				
4-6 Foot Deep	EA			
6-8 Feet Deep	EA	1	\$ 4,342.24	\$ 4,342.24
8-10 Feet Deep	EA	3	\$ 5,790.46	\$ 17,371.40
10-12 Feet Deep	EA			
Type B				
				\$ -
				\$ -
Other Station				
Mechanical Equipment	LS			\$ -
Process Piping	LS			\$ -
Process Structure	LS			\$ -
Process Electrical Equipment	LS			\$ -
Other Improvements	LS			\$ -
Total Sewer System Cost				\$ 41,715.50



EXHIBIT "D" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

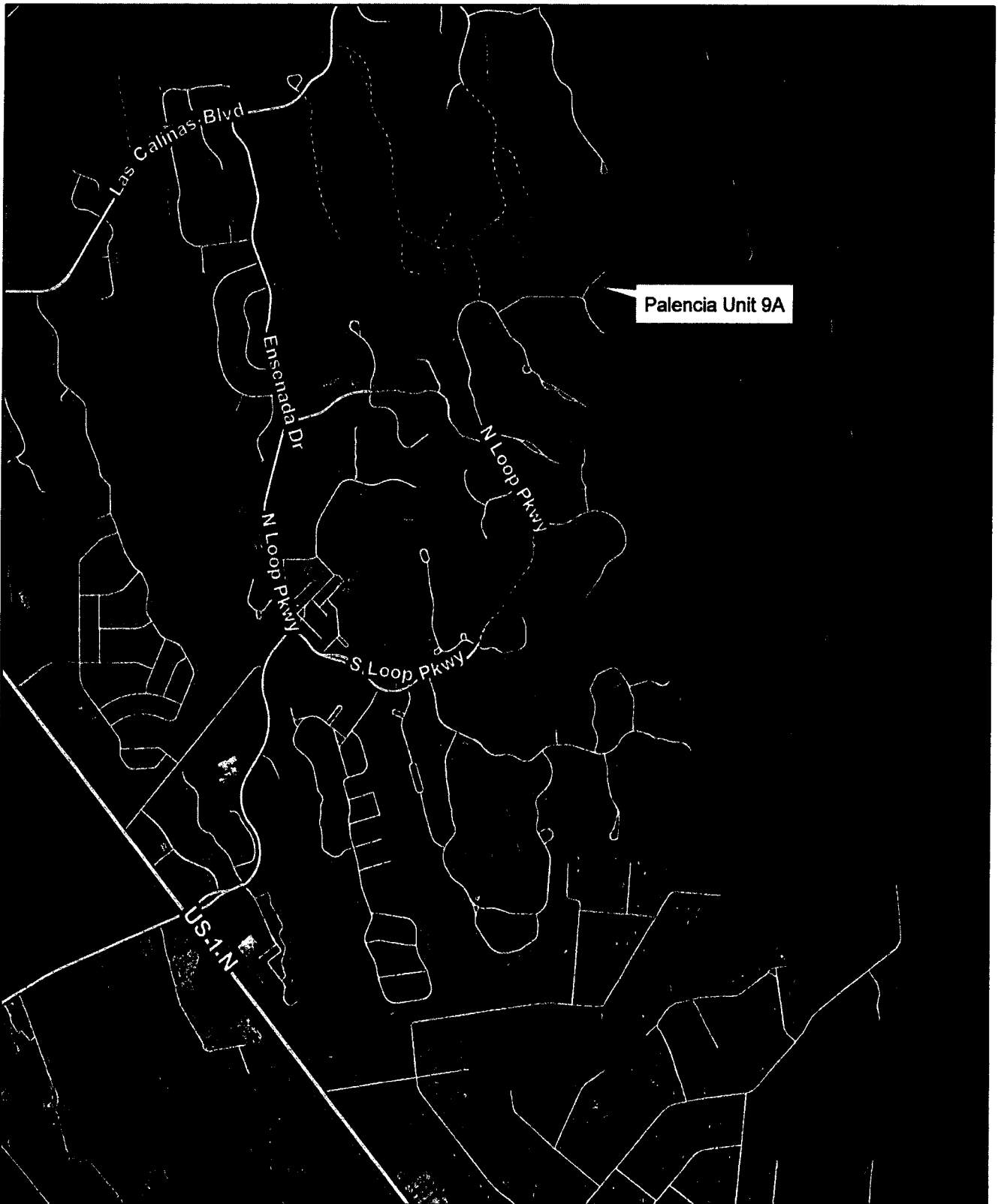
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Palencia Parcel 9A
DATE: June 9, 2016

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 Parcel 9A.

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.



Palencia Unit 9A

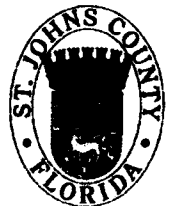


2013 Aerial Imagery
0 500 1,000
Feet
June 16, 2016

Palencia Unit 9A

*Easement for Utilities,
and Bill of Sale*

Land Management
Systems
Real Estate
Division
(904) 209-0764



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.