

RESOLUTION NO. 2016- 66

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FOR CONVEYANCE OF A LIFT STATION SITE AND AN EASEMENT FOR UTILITIES TO SERVE PALENCIA EV4 – COSTA DEL SOL.

RECITALS

WHEREAS, Marshall Creek, LTD, a Florida limited partnership, has executed and presented to the County a Special Warranty Deed conveying a lift station site, attached hereto as Exhibit “A”, and an Easement for Utilities and Bill of Sale, attached hereto as Exhibits “B” and “C” incorporated by reference and made a part hereof, to serve Palencia EV4 - Costa Del Sol; 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; and

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

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

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

Section 2. The above described Special Warranty Deed, 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 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 original Special Warranty Deed and Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 15th day of March, 2016.

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

By: _____

Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

Sam Halteeman
Deputy Clerk



RENDITION DATE 3/17/16

EXHIBIT "A" TO RESOLUTION

Prepared By:

Kathryn F. Whittington
Whittington Law, PLLC
24 Cathedral Place Suite 600
St. Augustine, Florida 32084

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the 17th day of August, 2015, by **MARSHALL CREEK, LTD.**, a Florida limited partnership (the "Grantor"), whose mailing address is 605 Palencia Club Drive, St. Augustine, Florida 32095, hereinafter called the Grantor, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in St. Johns County, State of Florida, described as follows:

TRACT A, AS SHOWN ON THE PLAT OF MARSHALL CREEK DRI UNIT EV-4/EV-5B, AS RECORDED IN MAP BOOK 75, PAGES 19 THROUGH 22 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, its successors and assigns and not otherwise; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 28th 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, lift stations 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.

(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 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.

EXHIBIT "A"

EASEMENT AREA

The Easement area granted by this document include all of the road rights of way labeled as North Loop Parkway, Cost Del Sol Drive and Shannon Point along with Tract A all as shown on the plat of Marshall Creek DRI Unit EV-4/EV-5B, recorded in Map Book 15 Pages 19-38 of the public records of St. Johns County, Florida.



EXHIBIT "C" TO RESOLUTION

BILL OF SALE
UTILITY IMPROVEMENTS
for

(Palencia EV-4 Parcel)

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:

(Exhibit 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 14th of August, 2015.

WITNESS:

[Signature]
Witness Signature

JAMES ALAN KENNEDY
Print Witness Name

OWNER:

[Signature]
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 14 day of AUGUST, 2015, 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 Management Schedule of Values

Project Name: Marshall Creek DRI Unit EV-4/EV-5 (fka Palencia EV-4
Contractor: John Woody, Inc. Costa Del Sol)
Developer:

	UNIT	QUANTITY	UNIT COST	TOTAL COST
PIPELINES (SIZES AND MATERIALS)				
8" HDPE DR-11	LF	170	\$ 55.00 -	\$ 9,350.00
6" DR-25 PVC	LF	1,120	\$ 36.00 -	\$ 40,320.00
3" HDPE DR-11	LF	1,400	\$ 16.00 -	\$ 22,400.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
VALVES (SIZES)				
6" Gate Valve	Ea	1	\$ 880.00 -	\$ 880.00
4" Gate Valve	Ea	1	\$ 650.00 -	\$ 650.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
CONCRETE (SIZES AND TYPES)				
8" DR-26 PVC	LF	4,625	\$ 51.00 -	\$ 235,875.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
MANHOLE (SIZES)				
6" PVC	EA	69	\$ 425.00 -	\$ 29,325.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
MANHOLE (SIZES AND TYPES)				
4-6 foot deep Type "A"	EA	1	\$ 3,895 -	\$ 3,895.00
6-8 foot deep Type "A"	EA	6	\$ 4,200 -	\$ 25,200.00
8-10 foot deep Type "A"	EA	6	\$ 4,400 -	\$ 26,400.00
10-12 foot deep Type "A"	EA	5	\$ 4,800 -	\$ 24,000.00
> 12 foot deep Type "A"	EA	9	\$ 5,400 -	\$ 48,600.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Mechanical Equipment	Lump Sum		\$ -	\$ 55,000.00
Process Piping	Lump Sum		\$ -	\$ 12,000.00
Process Structure	Lump Sum		\$ -	\$ 62,150.00
Process Electrical Equipment	Lump Sum		\$ -	\$ 63,000.00
Other Improvements	Lump Sum		\$ -	\$ 17,700.00
Total Sewer System Cost				\$ 676,745.00



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Marshall Creek DRI Unit EV-4/EV-5B (fka
 Contractor: John Woody, Inc. Palencia EV-4 Costa Del Sol
 Developer:

ASSET TYPE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
	12" DR-18 PVC	LF	640	\$ 44.00 -	\$28,160.00
	12" DR-11 HDPE	LF	100	\$ 50.00 -	\$ 5,000.00
	10" DR-18 PVC	LF	2,320	\$ 42.00 -	\$97,440.00
	8" DR-18 PVC	LF	1,000	\$ 33.00 -	\$33,000.00
	4" DR-18 PVC	LF	120	\$ 18.00 -	\$ 2,160.00
	2" Poly	LF	400	\$ 11.00 -	\$ 4,400.00
		LF		\$ -	\$ -
	12x10 TS&Valve	Ea	1	\$ 5,950.00	\$ 5,950.00
	12x6 TS&Valve	Ea	1	\$ 4,505.00	\$ 4,505.00
	12" Gate Valve	Ea	1	\$ 1,950.00	\$ 1,950.00
	10" Gate Valve	Ea	5	\$ 1,700.00	\$ 8,500.00
	8" Gate Valve	Ea	3	\$ 1,100.00	\$ 3,300.00
		Ea		\$ -	\$ -
	Fire Hydrant 6"	Ea	10	\$ 3,425.00	\$34,250.00
	Flush Hydrants 2"	Ea	2	\$ 1,100.00	\$ 2,200.00
		Ea		\$ -	\$ -
	1" Poly	Ea	71	\$ 410.00 -	\$29,110.00
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
Total Water System Cost					\$259,925.00

Note: Asset Type (1) Water Pipeline and Appurtenances



EXHIBIT "D" TO RESOLUTION
St. Johns County Board of County Commissioners

Utility Department

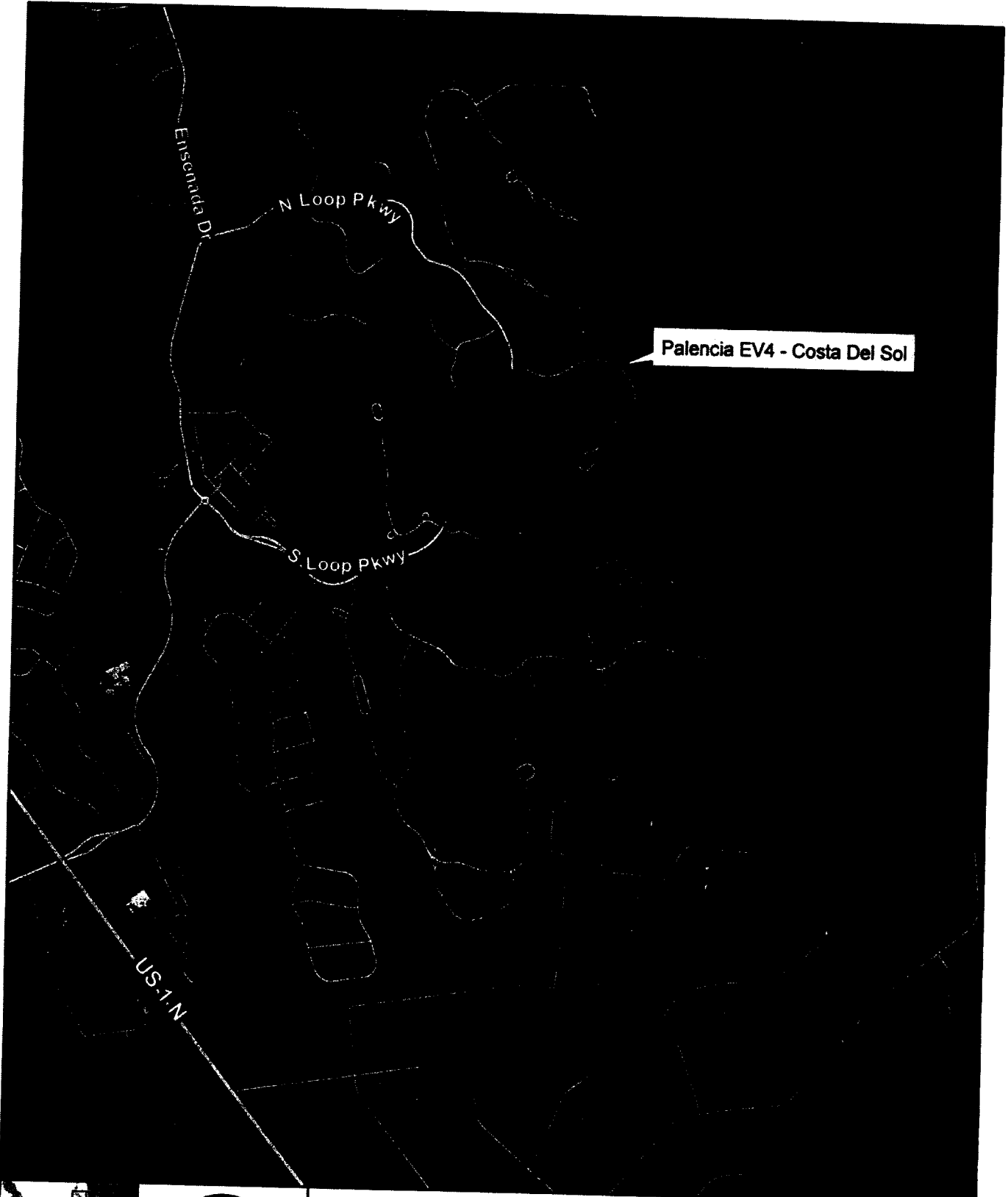
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Palencia EV4 – Costa Del Sol
DATE: February 9, 2016

Please present the Easement, Bill of Sale, Schedule of Values and Warranty Deed to the Board of County Commissioners (BCC) for final approval and acceptance of Palencia EV4 – Costa Del Sol.

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 EV4 - Costa Del Sol



2013 Aerial Imagery
 0 500 1,000
 Feet
 February 12, 2016

**Palencia EV4 -
 Costa Del Sol**

*Special Warranty Deed,
 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.

