

RESOLUTION NO. 2016- 97

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO PROVIDE WATER AND SEWER SERVICE TO PALENCIA MV-4 ADDITIONAL LOTS LOCATED OFF SOUTH LOOP PARKWAY AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.**

**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, to provide water and sewer service to Palencia MV-4 (fka MV-3) Additional Lots located off South Loop Parkway; and

**WHEREAS**, Marshall Creek, Ltd., a Florida limited partnership, 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 "B", 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 "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 and Schedule of Values attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

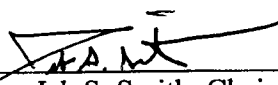
Section 3. To the extent that there are typographical, scriveners or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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 5<sup>th</sup> day of April, 2016.

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

By: \_\_\_\_\_

  
Jeb S. Smith, Chair

**ATTEST:** Hunter S. Conrad, Clerk

  
Deputy Clerk

**RENDITION DATE** 4/7/16

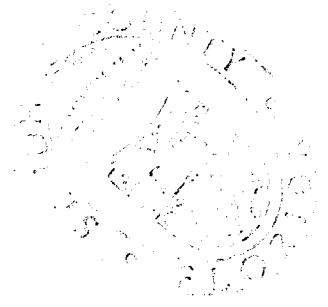


EXHIBIT "A" TO RESOLUTION

**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, 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 Cupola Lane along with Tract A as shown on the plat of Marshall Creek DRI Unit MV-4, recorded in Map Book 75 Pages 29-30 of the public records of St. Johns County, Florida.

EXHIBIT "B" TO RESOLUTION



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
**for**

Palencia Additional Lots MV-4

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 15<sup>th</sup> of October, 2015.

WITNESS:

Carol Reiser  
Witness Signature

Carol Reiser  
Print Witness Name

OWNER:

Michael T. Harrison  
Owner's Signature

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

State of GEORGIA  
County of DEKALB

The foregoing instrument was acknowledged before me this 15 day of October, 2015, by Michael T. Harrison who is personally known to me or has produced \_\_\_\_\_ as identification.

Trisha J. Loback  
Notary Public



Exhibit A



**Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

Project Name: Palencia MV-4 SUBCON 14-15  
 Contractor: Coastal Utility Constructors of Jacksonville, Inc  
 Developer: Marshal Creek Ltd.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
	Ea		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
1" DR 11 poly	Ea	7	\$ 1,809.00	\$ 12,663.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>			\$	<b>12,663.00</b>



**St. Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

Project Name: Palencia MV-4 SUBCON 14-15  
 Contractor: Coastal Utility Constructors of Jacksonville, Inc  
 Developer: Marshal Creek Ltd.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
2" dr 11 poly	LF	84	\$ 125.00	\$ 10,500.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
2" tapping vavle	Ea	1	\$ 500.00	\$ 500.00
2" gate valve	Ea	1	\$ 500.00	\$ 500.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" PVC SDR 26	LF	463	\$ 36.25	\$ 16,783.75
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" SDR 35 PVC	EA	7	\$ 350.00	\$ 2,450.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep type A	EA	2	\$ 3,500.00	\$ 7,000.00
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>			\$ -	\$ -
Mechanical Equioment	Lump Sum	1	\$ 21,250.00	\$ 21,250.00
Process Piping	Lump Sum	1	\$ 20,000.00	\$ 20,000.00
Process Structure	Lump Sum	1	\$ 23,000.00	\$ 23,000.00
Process Electrical Equipment	Lump Sum	1	\$ 45,000.00	\$ 45,000.00
Other Improvements	Lump Sum	1	\$ 18,750.00	\$ 18,750.00
<b>Total Sewer System Cost</b>				<b>\$ 165,733.75</b>



EXHIBIT "C" TO RESOLUTION

**St. Johns County Board of County Commissioners**

Utility Department

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**INTEROFFICE MEMORANDUM**

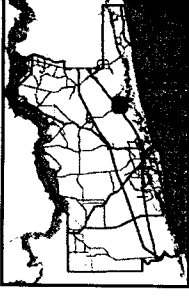
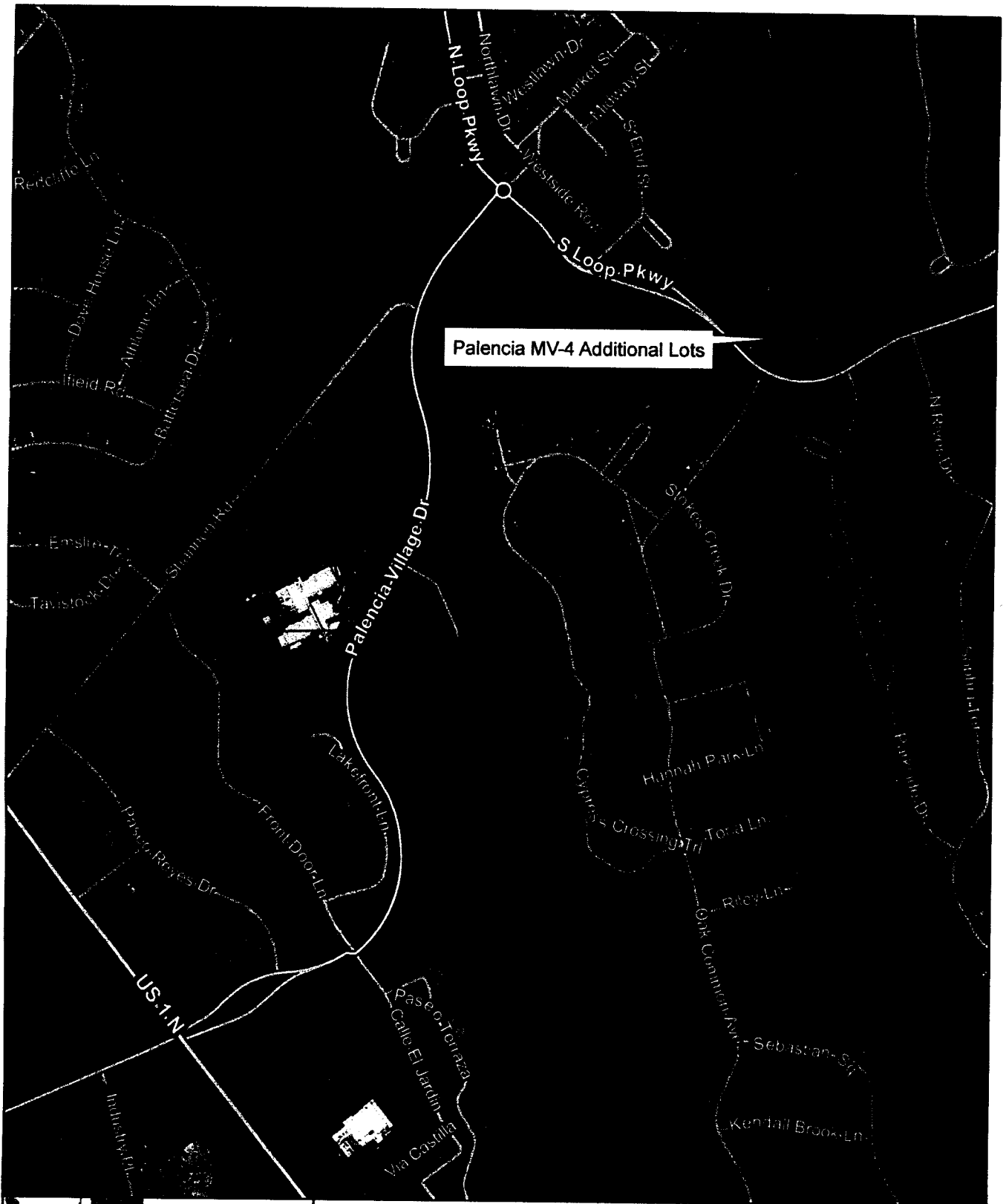
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TO: Sheri Lewis, Real Estate Coordinator  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Palencia MV-4 (fka MV-3) Additional Lots  
DATE: February 23, 2016

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 MV-4 (fka MV-3) Additional Lots.

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      300      600  
 Feet  
 March 2, 2016

**Palencia MV-4  
 Additional Lots**  
  
*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.

