

RESOLUTION NO. 91-20

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY AS THE SUCCESSOR TO THE ASSETS OF
THE ANASTASIA SANITARY DISTRICT

WHEREAS, Marsh Creek Investors Ltd., as owner, has tendered a Deed of Conveyance and Grant of Easement and Bill of Sale, dated July 31, 1990, to the Anastasia Sanitary District conveying to the District certain property in connection with MARSH CREEK UNIT III.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AS THE SUCCESSOR TO THE ASSETS OF THE ANASTASIA SANITARY DISTRICT, as follows:

Section 1. The above described Deed of Conveyance and Grant of Easement and Bill of Sale are hereby accepted by the Board of County Commissioners as the successor to the assets of the Anastasia Sanitary District.

Section 2. The Clerk is instructed to file the title opinion and Bill of Sale and to record the Deed of Conveyance and Grant of Easement, in the official public records of St. Johns County at the County's expense.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida as the successor to the assets of the Anastasia Sanitary District, this 12th day of February, 1991.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *Donald R. Arnold*
Its Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

BY: *Amy B. Mulligan*
Clerk

**DEED OF CONVEYANCE
AND
GRANT OF EASEMENT**

(Water and Sewer Service)

THIS DEED OF CONVEYANCE AND GRANT OF EASEMENT is made as of this 31st day of JULY, 1990 by **MARSH CREEK INVESTORS, LTD.**, a Florida limited partnership ("Grantor") to **ANASTASIA SANITARY DISTRICT** ("Grantee") whose address is Post Office Box 1749, St. Augustine, Florida 32085.

R E C I T A L S

A. Grantor is the developer of Marsh Creek Unit III, a residential subdivision to be created according to plat thereof recorded in Map Book 24, pages 58, 59, and 60, of the public records of St. Johns County, Florida ("Marsh Creek Unit III").

B. Grantee is the entity authorized to provide water and sewer services to Marsh Creek Unit III.

C. Grantee has required that as a condition to providing water and sewer services to Marsh Creek Unit III that Grantor convey to Grantee the land upon which the lift station is constructed and an easement for ingress and egress thereto; Grantor has agreed to these terms.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants the following:

1. Grantor hereby conveys, transfers, grants and sets over to Grantee, its successors and assigns, all that part and parcel of property more fully described as Tract A of Marsh Creek Unit III ("Lift Station Site") according to plat thereof recorded in Map Book 24, pages 58, 59, and 60, of the public records of St. Johns County, Florida, for the purposes of installation, operation and maintenance of lift station.

2. Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual non-exclusive easement for ingress and egress over and under the roads as depicted on the plat of Marsh Creek Unit III for the purposes of installation, operation, maintenance and repair of water and sewer lines, mains, equipment and fixtures. Provided, however, all lines, mains, equipment and fixtures installed thereupon shall be underground. At such time as Grantee utilizes the roads to make such repairs, installations or perform such maintenance as it may deem necessary, Grantee agrees that by acceptance of this conveyance and easement it shall replace and repair any damage to the land including replacement of all grass and landscaping to its condition prior to the entry.

3. Grantor hereby warrants the land described in Exhibit A subject to all covenants, conditions, restrictions and easements of record, taxes subsequent to December 31, 1989, and the non-exclusive easement rights of others in and to the roads and agrees to defend all claims thereto arising from persons claiming through the Grantor.

IN WITNESS WHEREOF, Grantor sets its hand and seal on the date first above written.

Signed, sealed and delivered in the presence of:

MARSH CREEK INVESTORS, LTD.,
A Florida limited partnership,

By: The Cantrell Weaver Company,
general partner

By: [Signature]
Its A President
SENIOR VICE
(CORPORATE SEAL)

[Signature: Amy L. Horton]
[Signature: Susan S. DeWard]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument as acknowledged before me this 31st day of July, 1990, by J. ERIC SCHUHLE the SENIOR VICE President of The Cantrell Weaver Company, a Florida corporation, general partner of Marsh Creek Investors, Ltd., a Florida limited partnership, on behalf of Marsh Creek Investors, Ltd.

[Signature: Amy L. Horton]
Notary Public, State of Florida

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 10, 1994

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

91 FEB 22 PM 3:09

[Signature: Carl "Bud" Mankin]
CLERK OF CIRCUIT COURT

BILL OF SALE

THIS BILL OF SALE, dated as of the 31ST day of July, 1990, is given by MARSH CREEK INVESTORS, LTD., a Florida limited partnership ("Seller") to ANASTASIA SANITARY DISTRICT ("Purchaser").

For the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Purchaser, Seller hereby sells, transfers and delivers to Purchaser all of its rights, title and interest in the personal property more fully described on Exhibit "A" attached hereto and made a part hereof (referred to collectively herein as "Personal Property"). The Personal Property is located upon or attached to the real property more fully described as Marsh Creek Unit III, according to plat thereof recorded in Map Book 24, pages 58, 59, and 60, of the public records of St. Johns County, Florida ("Marsh Creek Unit III").

To have and to hold such Personal Property unto the Purchaser forever.

Seller does hereby represent and warrant to Purchaser that the Seller is the lawful owner of the Personal Property and that the Personal Property is free from all encumbrances and that it has good right and lawful authority to sell the Personal Property and that it will warrant and defend the title of the Personal Property against claims of all persons whatsoever.

As used herein, the terms Seller and Purchaser shall include the singular and plural and the respective heirs, successors and assigns of the parties hereto whenever the context either requires or admits.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date set forth above.

Signed, sealed and delivered in the presence of:

MARSH CREEK INVESTORS, LTD., a Florida limited partnership

By: The Cantrell Weaver Company, general partner

Amy L. Horton
William W. [Signature]

By: [Signature]
Its President
SENIOR VICE
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

31st The foregoing instrument was acknowledged before me this day of July, 1990, by J. ERIC SCHUHLE, the SR. VICE President of The Cantrell Weaver Company, a Florida corporation, general partner of Marsh Creek Investors, Ltd., a Florida limited partnership, on behalf of Marsh Creek Investors, Ltd.

Amy L. Horton
Notary Public, State of Florida

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 10, 1994

EXHIBIT A
TO
BILL OF SALE

Tract "A" Pump House

- (2) Gorman-Rupp Model T3A-B, 3" x 3", 1-1/2 hsp. pumps
1" PVC water service with 1" Hershey back flow preventer
- (1) 6' diameter precast reinforced concrete wetwall and cover with 24" x 24" aluminum hatch
- (1) 10' x 10' pump house constructed of wood frame with wood siding and asphalt shingled roof, exhaust fan and 4' x 7' solid wood door with louver

Sanitary Sewer System

- 4" PVC sewer force main
- 8" SDR 35 PVC
- Sewer services
- Type "A" and Type "B" Manholes

Water Distribution System

- 6" and 8" MJ gate valves
- 2", 6" and 8" SDR 26 PVC
- Fire hydrants
- 2" flushing hydrant
- 8" PVC water main

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA

91 FEB 22 PM 3:09

Paul "Bank" Minkley

CLERK OF CIRCUIT COURT

