

RESOLUTION NO. 2000-37

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR ACCESS, INSTALLATION AND MAINTENANCE OF WATER AND SEWER LINES FOR MARSH CREEK SUBDIVISION UNITS ONE THROUGH FIFTEEN.

WHEREAS, Marsh Creek Owners Association, Inc., 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 for Marsh Creek Subdivision Units One through Fifteen; and

WHEREAS, a Bill of Sale conveying all the personal property associated with the service has also been executed and presented and is attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, acceptance of this easement better serves the health, safety and welfare of the citizens.

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

1. The acceptance of the Easement for Utilities and Bill of Sale for purposes mentioned above is hereby approved.
2. The clerk is instructed to record the Easement for Utilities and Bill of Sale in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21st day of March, 2000.

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

BY: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Yvonne King
Deputy Clerk

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 18th day of OCTOBER, 1999, by Marsh Creek Owners Association, Inc. (owner), with an address of 88 Marshside Drive St. Augustine, Florida 32084 (owner address), hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree 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, underground water distribution system and sewer collection system, (including lift stations if applicable) 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"). This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

(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. 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 shall be responsible for the maintenance of such sewer service laterals located within the remainder of the Easement Area. The sewer service laterals located within the land adjacent to the Easement Area, including within the Lots, will be maintained by the owner of such land. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals specifically located within the Easement Area.

The Grantee shall maintain all water mains and other elements of the water distribution system up to and including water meters. The owner(s) of the land shall maintain the water lines between the water meter and the improvements served by the utility system.

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 similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such 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. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall insure to the benefit of and be binding upon, Grantor, Grantee and their respective 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 instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and
Delivered in the
presence of:

Marsh Creek Owners Association, Inc.



Print Name Tina E Downs



Print Name Laurent Owens




By: Gregory J Barbour
President

STATE OF FLORIDA }
 }
 } SS
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 18TH day of October 1999 by Gregory J. Barbour, as President of Marsh Creek Owners Association, Inc., on behalf of the Grantee.

 Lauren L. Owens
MY COMMISSION # CC595044 EXPIRES
November 3, 2000
BONDED THRU TROY FAIN INSURANCE, INC.


Print Name Lauren L. Owens
State of FLORIDA at large
Commission # CC595044
My Commission Expires: 11-3-2000

Personally known to me.

EXHIBIT "A"

EASEMENT AREA

The Easement Area granted by this document shall include all road right-of-ways and utility easements reflected on the following plats. The Easement Area shall not include the driveways to individual homes except for the part of such driveways within the areas designated "utility easement areas".

PLAT

RECORDED IN PUBLIC RECORDS

Unit One
Unit One, Ph. II
Unit Two
Unit Three
Unit Four
Unit Five
Unit Six
Unit Seven
Unit Eight
Unit Nine
Unit Ten
Unit Eleven
Unit Twelve
Unit Thirteen & Fourteen
Unit Fifteen

Map Book 20, Page 72 - 92
Map Book 22, Page 102 - 103
Map Book 22, Page 104 - 113
Map Book 24, Page 58 - 60
Map Book 24, Page 103 - 107
Map Book 24, Page 44 - 48
Map Book 25, Page 96 - 98
Map Book 26, Page 49 - 52
Map Book 28, Page 102 - 104
Map Book 28, Page 74 - 79
Map Book 30, Page 72 - 77
Map Book 30, Page 78 - 80
Map Book 34, Page 58 - 61
Map Book 34, Page 61 - 71
Map Book 36, Page 101 - 106

BILL OF SALE

THAT Marsh Creek Development Corporation, a Florida corporation conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable considerations to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered and by these presents does grant bargain, sell, transfer, set over and delivered and by these presents does gant bargain, sell, transfer, set over and deliver unto the party of the second part, the extension to the Utility System (constructed by the party of the first part) and the complete water and/or wastewater system located on the real property described in Exhibit "A" attached hereto (being hereinafter collectively referred to as the Extension").

Party of the first part hereby warrants and represents that it has all the requisite right and authority to make this conveyance, and that the Extension is free from all liens and other encumbrances, and that contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the Extension have been paid in full, but except for the foregoing warranties or other expressed warranties given in writing, party of the first part makes no representation or warranties whatsoever, express or implied, and this conveyance as is.

TO HAVE AND TO HOLD the same unto the party of the second party, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name the day and year first above written.

WITNESSES:

[Handwritten signatures of witnesses]

MARSH CREEK DEVELOPMENT CORPORATION
a Florida Corporation

By: *[Handwritten signature of Gregory J. Barbour]*
Gregory J. Barbour, President

STATE OF FLORIDA
COUNTY OF DUVAL

The forgoing instrument was acknowledged before me this 17 Day of Jan., 2000, by Gregory J. Barbour, President of MARSH CREEK DEVELOPMENT CORPORATION, a Florida corporation. He is personally known to me and did not take an oath.

[Handwritten signature of Notary Public]
Notary Public
My Commission No. CC595044



Lauren L. Owens
MY COMMISSION # CC595044 EXPIRES
November 3, 2000
BONDED THRU TROY FARM INSURANCE, INC.

EXHIBIT "A"

All gravity sewer lines and water distribution lines located within the recorded plat of Marsh Creek Unit Fifteen including the following:

Gravity Sewer System:

- 1,514 LF 8" PVC Pipe
- 50 LF 16" Ductile Iron Casing
- 20 LF 14" Ductile Iron Casing
- 7 Man Holes

Water Distribution System:

- 1,655 LF 8" PVC Pipe
- 35 LF 6" PVC Pipe
- 2 Fire Hydrants

In addition, all water distribution lines installed within the Mizell road public right-of-way including:

- 1,250 LF 8" PVC Pipe

Marsh Creek Unit 15 Water and Sewer System Dedicated to St. Johns County

Contractor Values of Improvements Dedicated to St. Johns County.

Gravity Sewer System.

1,514 LF 8" PVC Main	\$42,661
50 LF 16" Ductile Iron Casing	6,250
20 LF 14" Ductile Iron Casing	2,400
7 Man Holes	16,850

Water Distribution System: (On Site)

1,655 LF 8" PVC Pipe	19,860
35 LF 6" PVC Pipe	1,575
2 Fire Hydrants	3,800

Water Distribution System (Off Site)

1,250 LF 8" PVC Pipe	19,375
----------------------	--------

The above values include labor, materials and contractor's overhead and profit but exclude individual water and sewer service, and as-builts.