

RESOLUTION NO. 88-323

RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS, OF ST. JOHNS COUNTY, FLORIDA

WHEREAS, Marsh Creek Partnerships, as Owner, has applied to the Board of County Commissioners of St. Johns County, Florida, for approval to record a subdivision plat known as Marsh Creek Unit One Phase II and,

WHEREAS, the Owner and Mortgagee have dedicated certain roads, streets, easements, rights-of-way or other areas as shown on the subdivision plat for the uses and purposes thereon stated,

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

Section 1. The above-described subdivision plat is conditionally approved by the Board of County Commissioners of St. Johns County, Florida, subject to Section #6.

Section 2. The dedicated roads, streets, easements, rights-of-way and other areas shown on the plat are conditionally accepted by the Board of County Commissioners of St. Johns County on behalf of the beneficiaries to the dedication. This acceptance shall not be deemed an acceptance requiring construction or maintenance of the roads, streets, easements, rights-of-way or other areas by the County. This acceptance is subject to Section #6.

Section 3. The ^{existing} Construction Bond ^{for Marsh Creek Unit I projects shall be amended} ~~is set in the amount of~~ ~~_____~~ and shall be submitted to the Clerk of Courts for his approval prior to recording the plat.

Section 4. The Warranty Bond is set in the amount of \$ ZERO and the record title owner has agreed that it will, upon request, provide such Bond.

Section 5. The Clerk is instructed to file the title OPINION.

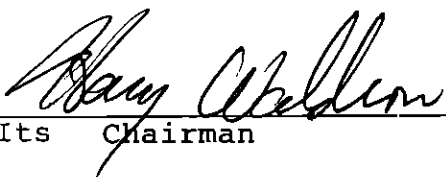
Section 6. The approval described in Section #1 and the Acceptance described in Section #2 shall not take effect until the plat has been signed by each of the following departments, persons or offices;

- a) Chairman or Vice-Chairman of the Board of County Commissioners of St. Johns County, Florida
- b) County Attorney
- c) County Planning Department or Office
- d) County Zoning Department or Office
- e) Clerk of Courts

The Clerk shall not sign or accept the plat for recording until it has been signed by each of the above persons or entities described in a) through d) above and the construction bond, unless waived, has been delivered to the Clerk and approved by him. If the plat is not signed and accepted by the Clerk for recording within 14 days from the date hereof, then the above-described conditional approval and acceptance shall automatically terminate. If the plat is signed by the Clerk on or before such time, the conditions described herein shall be deemed to have occurred.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 13 day of December 1988.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: 
Its Chairman

ATTEST: Connie E. McDaniel
Deputy Clerk

GALLAGHER, BAUMER, MIKALS, BRADFORD, CANNON & WALTERS

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December 8, 1988

St. Johns County Commissioners
St. Johns County Courthouse
St. Augustine, Florida 32084

Re: Marsh Creek, Unit One
Phase II

Dear Gentlemen:

The undersigned is the attorney for Marsh Creek Partnership. Based upon a search of the title records performed by the Title Insurance Company of Minnesota (File No. 5586-108) the undersigned hereby states that as of December 2, 1988 at 5:00 p.m., title to the property described in Exhibit "A" attached hereto and by this reference made a part hereof and is vested in Marsh Creek Partnership subject to the following:

1. Mortgage from Marsh Creek Partnership and Marsh Creek Commercial Partnership to First Federal Savings and Loan Association of Jacksonville, dated October 27, 1987 and recorded October 28, 1987 in Official Records Book 761, page 1443 of the public records of St. Johns County, Florida as modified by that certain First Amendment to Mortgage and Security Agreement recorded in Official Records Book 780, page 1314 of the public records of St. Johns County, Florida.

2. UCC-Financing Statement from Marsh Creek Partnership and Marsh Creek Commercial Partnership recorded in Official Records Book 761, page 1486 of the public records of St. Johns County, Florida.

Taxes for the year 1987 are paid; 1988 taxes are due and owing but are not in default until April 1, 1989.

This certificate is issued solely for the purpose of complying with Section 177.041, Florida Statutes, St. Johns County Ordinance No. 78-38, as amended from time to time.

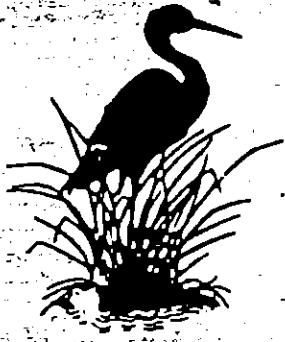
The undersigned has reviewed the Adoption and Dedication language contained on the front page of the referenced proposed plat and the language is in compliance with the requirements of Florida Statutes 177.081. In addition, I have reviewed the revised signature block and it contains the correct partnership designations.

GALLAGHER, BAUMER, MIKALS,
BRADFORD, CANNON & WALTERS, P. A.

BY:


Its Shareholder

LCKLETTER.7



Marsh Creek UNIT ONE PHASE II

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CAPTION

A portion of Government Lot 5, Section 4, Township 0 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the Northeast corner of Lot 244 of Marsh Creek Unit One as recorded in Map Book 20, Pages 72 through 92, inclusive; thence Southwesterly along the North line of said Lot 244 South $03^{\circ}43'35''$ West, 140.00 feet; thence North $12^{\circ}52'09''$ West, 100.00 feet; thence North $23^{\circ}20'41''$ West, 180.64 feet; thence North $72^{\circ}39'07''$ East, 110.00 feet; thence North $59^{\circ}28'16''$ East, 60.00 feet to an intersection with the arc of a curve leading Southeasterly; thence along and around the arc of a curve concave Northeasterly and having a radius of 417.57 feet, an arc distance of 21.42 feet, said arc being subtended by a chord bearing and distance of South $31^{\circ}59'56''$ East, 21.42 feet to the point of tangency of said curve; thence South $33^{\circ}28'07''$ East, 92.45 feet to the point of curvature of a curve leading Southeasterly; thence along and around the arc of a curve concave Southwesterly and having a radius of 459.19 feet, an arc distance of 74.90 feet, said arc being subtended by a chord bearing and distance of South $20^{\circ}47'20''$ East, 74.09 feet to an intersection with the North line of Marshside Drive (a 60 foot private right-of-way), Marsh Creek Unit One, as shown in Map Book 20, Pages 72 through 92; thence along last said line South $65^{\circ}53'12''$ East, 60.00 feet to an intersection with the Southwesterly right-of-way line of said Marshside Drive; thence Southeasterly along and around the arc of a curve concave Southwesterly and having a radius of 399.19 feet, an arc distance of 130.50 feet, said arc being subtended by a chord bearing and distance of South $14^{\circ}44'33''$ East, 130.00 feet to the POINT OF BEGINNING.

Containing 49,547 square feet, more or less.