

**RESOLUTION NO. 91-43**

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

WHEREAS, Marsh Creek Partnership, has tendered an Easement-Spray Irrigation Contract dated January 31, 1991, to the Board of County Commissioners of St. Johns County, Florida,

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

Section 1. The above described Easement-Spray Irrigation Contract is hereby accepted by the Board of County Commissioners of St. Johns County, Florida on behalf of the County and the Chairman of the Board is authorized and directed to execute the acceptance thereon.

Section 2. The Clerk is instructed to file the title opinion and to record the Easement-Spray Irrigation Contract in the official public records of St. Johns County at County expense.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 26 day of February, 1991.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Ronald A. Howard  
Chairman

ATTEST: Carl "Bud" Markel, Clerk

BY: Arnold H. Wilkin  
Deputy Clerk

EASEMENT-SPRAY IRRIGATION CONTRACT

THIS EASEMENT-SPRAY IRRIGATION CONTRACT is made by MARSH CREEK PARTNERSHIP, a Florida general partnership, whose mailing address is 88 Marshside Drive, St. Augustine, Florida 32082 (hereinafter referred to as "Marsh Creek"), in favor of St. Johns County, Florida, the successor owner and operator of the assets of the ANASTASIA SANITARY DISTRICT OF ST. JOHNS COUNTY, FLORIDA, a Sanitary District duly created and organized under the laws of the State of Florida, whose mailing address is P. O. Box 1749, St. Augustine, Florida 32085 (hereinafter referred to as "Anastasia").

## R E C I T A L S:

The following recitals are a material part of this instrument.

- A. Marsh Creek is the owner of the following described tract of land herein referred to as "Parcel One" which has been developed as a golf course. Parcel One is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. Anastasia is the owner of the following described tract of land, herein referred to as "Parcel Two", which has been, or will be developed for use as a sewage treatment plant. Parcel Two is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference.

## W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to and received by Marsh Creek, and the considerations hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **GRANT.** Marsh Creek hereby grants to Anastasia, its successors and assigns, as an easement appurtenant to Parcel Two, a perpetual nonexclusive right and easement (a) for access and to deliver reclaimed water to Parcel One; (b) for storage, application and disposal of reclaimed water on Parcel One as irrigation water, up to a maximum volume of 800,000 gallons per day, or such lesser volume as may from time to time be reasonably and practically applied upon Parcel One without adversely affecting the use or enjoyment of Parcel One as a golf course. The daily volume of reclaimed water to be stored, applied or disposed of on Parcel One shall be determined by Marsh Creek, its successors and assigns. In making such determination, Marsh Creek shall use its best effort to accept the maximum amount of reclaimed water as is consistent with the good management of a golf course and as is consistent with the applicable permits for the golf course and the sewage treatment plant. Marsh Creek further covenants that it will not use other sources of irrigation water upon Parcel One if such use would reduce the ability of Parcel One to receive up to 800,000 gallons per day of reclaimed water from Parcel Two.

If Marsh Creek determines that the use of the reclaimed water is detrimental to the normal growth and maintenance of the golf course grass and landscaping, Marsh Creek shall give Anastasia written notice thereof and Anastasia shall have thirty (30) days to modify the quality of the reclaimed water so as to prevent further damage to the golf course and the appurtenant landscaping. In the event of disagreement as to the volume of reclaimed water to be accepted, or as to the quality of the reclaimed water provided either party may initiate any proceeding in law or in equity to resolve the disagreement, provided that in the event of a disagreement with respect to the quality of the

Documentary Tax Pd. \$ 1.55  
 Intangible Tax Pd. \$ 0.00  
 Carl "Bud" Markel, Clerk St. Johns  
 County By: CM D.C.

reclaimed water Marsh Creek may refuse to accept any additional waters until the dispute is resolved.

2. USE OF EASEMENT. The servient use of the easement premises by Marsh Creek is not confined to its present use as a golf course and auxiliary uses of the golf course are permissible so long as the purpose of this easement, i.e. (establishing and maintaining a continuing demand and capacity to receive upon Parcel One the output of reclaimed water from Parcel Two, not to exceed 800,000 gallons per day), is not frustrated, impaired or impeded. The installation of groundwater monitoring wells, pipes, conduits and irrigation system apparatus in or upon Parcel One is specifically contemplated as ancillary structures within the scope of this easement, which may be built, maintained, sited and moved by either party as may be reasonable and practical and consistent with sound engineering requirements, but the listing of these specific structures shall not be construed to preclude other structures. Anastasia has the right of access to Parcel One as necessary or appropriate for proper monitoring of the spray irrigation facilities, but exclusive use of Parcel One is not hereby granted to Anastasia, and Marsh Creek reserves all rights not in conflict with this easement including, but not limited to, the following:

1. The right to establish or maintain any use or occupancy of Parcel One, and to erect a building or buildings, or other improvements on Parcel One, so long as such use, occupancy, constructed building(s) and improvement(s) do not, in the aggregate, create upon Parcel One a total amount of impervious surface and uses inconsistent with the spray irrigation volume capacity requirements of this easement.
2. The right to mortgage, pledge, convey, transfer or encumber Parcel One or portions thereof subsequent to the date of this easement, and subject to the terms of this easement, without the necessity of joinder or consent by Anastasia.

3. LOCATION OF DELIVERY POINT. The parties acknowledge that Anastasia has already constructed a pipeline to deliver the reclaimed water from Parcel Two to Parcel One and they hereby agree that all such reclaimed water shall be delivered to Parcel One at the currently existing terminus of said pipeline.

4. PAYMENTS. On or before the 15th day of each month, Marsh Creek shall pay to Anastasia for the reclaimed water commitment the sum of \$1,505.04 monthly for a period of twenty (20) years. The foregoing payment shall commence on the 15th day of the month that reclaimed water is first delivered to Parcel One. In the event that the delivery of reclaimed water shall be interrupted and no reclaimed water shall be delivered to Parcel One for a period of thirty (30) days, Marsh Creek's obligation to make payments shall be tolled for the period of time during which it does not receive or accept delivery of reclaimed water.

5. LIEN. The obligation of Marsh Creek to make the payments described herein shall be secured by a lien on Parcel One. In the event that Marsh Creek fails to make payment within thirty (30) days from the due date, Anastasia may file a Claim of Lien in the public records of St. Johns County, Florida, which Claim of Lien may be foreclosed in the manner of a mortgage. This lien shall be subordinate to the mortgage as described in Section 9 hereof.

6. USE OF DOMINANT TENEMENT. On or before January 1, 1992, Parcel Two shall be established and placed in use as a sewage treatment plant. If Anastasia should after placing Parcel Two in use as a sewage treatment plant thereafter discontinue use of Parcel Two as a sewage treatment plant, and fail to establish within one (1) year of such discontinuation a replacement sewage

treatment plant supplying reclaimed water for irrigation to Parcel One, then Marsh Creek may demand a release of this easement from Anastasia and Anastasia shall be obligated to execute such a release.

7. **ADDITIONS.** This easement is and shall become appurtenant to any land that may hereinafter come into common ownership with Parcel Two and is contiguous to Parcel Two. In the event that Parcel Two is discontinued in use as a sewage treatment plant site and a substitute site is established within one (1) year, the parties agree that this easement shall become an appurtenance to such replacement site by the recording of a notice referencing this Contract and the substitution of descriptions of the tract of land as would serve as the dominant tenement.

8. **DELETIONS.** If Parcel One is divided or fractionalized into separate ownership whether by deed(s) or by lease(s), all parts of said Parcel One shall enjoy the benefits and suffer the burdens of this Contract.

9. **WARRANTY OF TITLE.** Marsh Creek warrants that it has good and marketable title to Parcel One subject only to a Mortgage presently held by Southeast Bank, N.A. with no other encumbrances thereon and has authorization and power to enter into this Contract. Anastasia warrants and represents that it has full authority and power to enter into this Contract.

10. **BENEFITS/BURDENS.** All provisions of this Contract, including the benefits and burdens, run with the land and are binding upon and inure to the successors, assigns, tenants and representatives of the parties hereto.

11. **MODIFICATION OF PARCEL ONE.** The parties agree that Marsh Creek shall have the right to modify or amend the legal description of Parcel One provided that the property subject to this Contract after said modification or amendment shall be useful by Anastasia to the same extent and for the purposes set forth herein. Marsh Creek shall provide to Anastasia acceptable proof that any property to which this Contract is hereafter made subject is usable for the purposes hereof and conforms to the requirements of paragraph 9 hereof. No such modification or amendment shall be effective unless consented to in writing by Anastasia, which consent shall not be unreasonably withheld. Anastasia hereby agrees to cooperate with Marsh Creek by releasing from this Contract any property no longer covered by this Contract after a modification or amendment of the legal description of Parcel One.

12. **MONITORING.** Any monitoring, reporting studies or other activities pertaining to the reclaimed water that are required by the Department of Environmental Regulation and all costs and expenses in connection therewith shall be the sole obligation and responsibility of Anastasia.

13. **STRICT CONSTRUCTION.** The rule of strict construction does not apply to this Contract, and instead, construction shall be applied so as to confer upon the parties commercially usable rights of enjoyment in the easement consistent with the uses and purposes for which it is established.

IN WITNESS WHEREOF, Marsh Creek has granted to Anastasia and Anastasia has accepted from Marsh Creek this Easement-Spray Irrigation Contract upon this date.

Dated: January 31, <sup>1991</sup> 1990

Signed, sealed and delivered in the presence of:

[Signature]

MARSH CREEK PARTNERSHIP  
By The Stokes Fidelity Group  
By Stokes Properties, Ltd.  
By Stokes-O'Steen Communities, Inc.

By: [Signature]  
Its President  
Vice

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 31 day of January, 1991 by Cecily S. Barseuth, the Vice President of Stokes-O'Steen Communities, Inc., a Florida corporation, managing general partner of Stokes Properties, Ltd., a Florida limited partnership, operating venturer of The Stokes Fidelity Group, general partner of Marsh Creek Partnership, a Florida general partnership, on behalf of Marsh Creek Partnership.

[Signature]  
Notary Public

My commission expires: Dec. 15, 1991  
NOTARY PUBLIC, STATE OF FLORIDA  
(SEAL)

ACCEPTANCE

The foregoing Easement - Spray Irrigation Contract is accepted by St. Johns County, Florida, the successor owner and operator of the assets of the Anastasia Sanitary District of St. Johns County as of the date stated above.

[Signature]  
[Signature]  
Witness as to Anastasia

ST. JOHNS COUNTY, FLORIDA,  
the successor owner and operator of the assets of ANASTASIA SANITARY DISTRICT OF ST. JOHNS COUNTY, by the Board of County Commissioners of St. Johns County, Florida as its Governing Body.

BY: [Signature]  
Its Chairman

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28th day of February, 1990 by St. Johns County, Florida, the successor owner and operator of the assets of the Anastasia Sanitary District of St. Johns County, by the Board of County Commissioners of St. Johns County as its Governing Body by Donald H. Herold, Its Chairman on behalf of the County.

[Signature]  
Notary Public

My commission expires: Nov. 16, 1991  
NOTARY PUBLIC  
My Commission Expires Nov. 16, 1991

**CONSENT AND JOINDER**

The undersigned mortgagee is the holder of that certain Mortgage made by MARSH CREEK PARTNERSHIP to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, recorded in Official Records Book \_\_\_\_\_, pages \_\_\_\_\_ of the public records of St. Johns County, Florida, and the undersigned hereby consents to the recording of this Easement-Spray Irrigation Contract dated \_\_\_\_\_, 1990, joins in the terms and conditions thereof and subordinates the lien of its Mortgage to the easement rights set forth therein but specifically does not subordinate the lien of its mortgage to the lien set forth in paragraph 5.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on the 25<sup>th</sup> day of January, 1990.

SOUTHEAST BANK, N. A.  
successor by merger to  
FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF JACKSONVILLE

By: [Signature]  
Vice President

Vice

STATE OF FLORIDA  
COUNTY OF DUVAL

This instrument was acknowledged before me this 25 day of January, 1990, by Nicholas V. Christakis, President of Southeast Bank, N. A., a national association, successor by merger to First Federal Savings and Loan Association of Jacksonville, on behalf of the national association.

[Signature]  
Notary Public, State of Florida  
My Commission Expires: 12/19/91  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires: Dec. 19, 1991



MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTION

U. R. 886 PG 1026

LESS AND EXCEPT (PROPOSED R/W)THE NORTH 60 FEET OF THE NORTHEAST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 7 SOUTH,  
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA.LESS AND EXCEPTMARSH CREEK UNIT THREE AND PROPOSED MARSH CREEK UNIT FIVE

A portion of Section 4, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 33, Township 7 South, Range 30 East; thence South 89°17'53" West, along the Northerly line of said Section 5, a distance of 154.34 feet to the POINT OF BEGINNING; thence North 89°17'53" East along the last said line a distance of 1465.06 feet; thence South 01°13'12" East a distance of 400.64 feet to the point of curvature of a curve concave Westerly, having a radius of 450.00 feet, an arc distance of 223.98 feet, said arc being subtended by a chord bearing and distance of South 13°02'20" West, 221.67 feet to the point of tangency of said curve; thence South 27°17'52" West, a distance of 193.80 feet to the point of curvature of a curve concave Northeasterly, having a radius of 118.92 feet, an arc distance of 373.59 feet, said arc being subtended by a chord bearing and distance of South 62°42'07" East, 237.83 feet; thence North 27°17'52" East, a distance of 370.95 feet to the point of curvature of a curve concave Southeasterly, having a radius of 150.00 feet; thence along and around the arc of said curve, an arc distance of 162.32 feet, said arc being subtended by a chord bearing and distance of North 58°17'53" East, 154.51 feet; thence North 89°17'53" East, a distance of 114.87 feet; thence North 77°09'45" East, a distance of 480.00 feet to a point on a Southerly extension of the Westerly line of Tract "C", as shown on the Plat of Marsh Creek Unit Two, as recorded in Map Book 22, Pages 104, through 113, inclusive of the Public Records of St. Johns County, Florida; thence North 06°45'15" West along last said line, 135.80 feet to the Southwest corner of said Tract "C"; thence North 71°37'52" East along the South line of said Tract "C", 41.25 feet to the Southeast corner of said Tract "C"; thence South 06°45'15" East along a Southerly extension of the Easterly line of said Tract "C", 195.00 feet; thence South 78°13'23" East, 268 feet, more or less, to the Mean High Water Line of the Marshes of the Matanzas River; thence Southwesterly, Northwesterly, Northeasterly, Southeasterly and Southwesterly along the last said line, 8310 feet, more or less to an intersection with a line bearing South 02°06'29" East from said POINT OF BEGINNING; thence North 82°06'29" West, 252 feet, more or less, to aforesaid Northerly line of Section 4 and the POINT OF BEGINNING.

Containing 43 acres more or less.

LESS AND EXCEPT (PARCEL B)

A parcel of land being a portion of Government Lot 2, Section 4, Township 8 South, Range 30 East, St. Johns County, Florida, said parcel being more particularly described as follows: COMMENCE at an intersection of the South line of Lot 2 and the East line of Tract "C" as shown on the plat of Marsh Creek Unit Two, as recorded in Map Book 22, Pages 104 through 113 of the public records of said St. Johns County, Florida; thence South 06°45'15" East, 42.19 feet to the POINT OF BEGINNING; thence South 06°45'15" East, 52.81 feet; thence South 77°09'45" East, 28.96 feet; thence Southeasterly along and around the arc of a curve concave Northwesterly, having a radius of 189.43 feet, an arc distance of 160.15 feet, said arc being subtended by a chord bearing and distance of North 60°21'34" East, 94.99 feet to the POINT OF BEGINNING.

Containing 763 square feet more or less.



MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTION

O.R. 886 PG 1027

LESS AND EXCEPTMARSH CREEK UNIT TWO PHASE II AS RECORDED IN MAP BOOK  
22, PAGES 102 AND 103 OF THE PUBLIC RECORDS OF ST. JOHNS  
COUNTY, FLORIDA.LESS AND EXCEPT (PARCEL C)

A parcel of land being a portion of Section 33, Township 2 South, Range 30 East, St. Johns County, Florida, said parcel being more particularly described as follows: BEGIN at an intersection of the Northeastly line of Lot 26 as shown on the plat of Marsh Creek Unit Two as recorded in Map Book 22, pages 104 through 113 of the public records of said St. Johns County, Florida with the Southeastly right-of-way line of Marshside Drive (a 60 foot right-of-way as shown on said plat of Marsh Creek Unit Two); thence following three courses and distances along the last said line COURSE NO. 1; thence Northeastly along and around the arc of a curve concave Southeastly, having a radius of 460.93 feet, an arc distance of 139.81 feet, said arc being subtended by a chord bearing and distance of North 56°51'51" East, 139.29 feet to the point of compound curvature of a curve leading Northeastly; COURSE NO. 2: thence Northeastly along and around the arc of a curve concave Southeastly, having a radius of 337.51 feet, an arc distance of 133.13 feet, said arc being subtended by a chord bearing and distance of North 71°22'35" East, 138.44 feet to the point of tangency of said curve; COURSE NO. 3: thence North 85°11'52" East, 18.10 feet; thence South 00°48'08" East, 135.00 feet; thence South 79°11'18" West, 158.64 feet; to an intersection with said Northeastly line of Lot 26; thence North 63°27'26" West, along the last said line, 130.00 feet to the POINT OF BEGINNING.

Containing 28749 square feet more or less.

LESS AND EXCEPT (PARCEL A)

A parcel of land being a portion of Government Lot 3, Section 4, Township 2 South, Range 30 East, St. Johns County, Florida, said parcel being more particularly described as follows: BEGIN at an intersection of the South line of Lot 9 and the West line of Tract C as shown on the plat of Marsh Creek Unit Two, as recorded in Map Book 22, pages 104 through 113 of the public records of said St. Johns County, Florida; thence South 86°49'15" East, 42.10 feet to the point of curvature of a curve leading Southwestly; thence Southwestly along and around the arc of a curve concave Northwestly, having a radius of 189.83 feet, an arc distance of 176.18 feet, said arc being subtended by a chord bearing and distance of South 13°49'45" West, 169.89 feet to the point of tangency of said curve; thence South 88°24'44" West, 33.89 feet to the point of curvature of a curve leading Southwestly; thence Southwestly along and around the arc of a curve concave Northwestly, having a radius of 381.87 feet, an arc distance of 27.97 feet, said arc being subtended by a chord bearing and distance of South 51°59'48" West, 73.84 feet to the point of compound curvature of a curve leading Southwestly; thence Southwestly along and around the arc of a curve concave Northwestly, having a radius of 281.13 feet, an arc distance of 25.98 feet, said arc being subtended by a chord bearing and distance of South 61°08'51" West, 25.96 feet; thence North 86°36'14" West, 474.87 feet to the POINT OF BEGINNING; thence continue North 86°36'14" West, 13.26 feet; thence South 31°07'09" West, 486.92 feet; thence Northeastly along and around the arc of a curve concave Northwestly, having a radius of 118.97 feet, an arc distance of 113.64 feet, said arc being subtended by a chord bearing and distance of North 55°11'56" East, 109.36 feet to the point of tangency of said curve; thence North 77°17'57" East, 326.95 feet to the point of curvature of a curve leading Northeastly; thence Northeastly along and around the arc of a curve concave Southeastly, having a radius of 198.88 feet, an arc distance of 96.13 feet, said arc being subtended by a chord bearing and distance of North 45°39'25" East, 94.48 feet to the POINT OF BEGINNING.

Containing 16,213 square feet more or less.

MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTION

O.R. 886 PG 1028

LESS AND EXCEPT (PARCEL D)

A portion of Section 9, Township 8-South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the intersection of the Northwestly right-of-way line of Marsh Point Circle (a 60 foot right-of-way, as now established), with the Northwestly line of Lot 183, as shown on the plat of Marsh Creek Golf Course, recorded in Book 73, Pages 77 through 87 inclusive of the Public Records of St. Johns County, Florida;

Containing 3,100 square feet, more or less.

LESS AND EXCEPT

MARSH CREEK UNIT FOUR AS RECORDED IN MAP BOOK 24, PAGES 103 THROUGH 107 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA.

EXHIBIT "A"

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 33, Township 7 South, Range 30 East, St. Johns County, Florida, more particularly described as follows:

Commence at the intersection of the westerly right of way line of Mizell Road, having a bearing of  $0^{\circ}40'06''$  West, with its northerly right of way line, a distance of 1190 feet to the point of beginning;

thence North  $89^{\circ}19'30''$  East, a distance of 792.0 feet; thence South  $89^{\circ}19'30''$  West, a distance of 990.0 feet; thence South  $00^{\circ}40'06''$  West, parallel with the aforementioned westerly right of way line of Mizell Road, a distance of 442 feet; thence South  $89^{\circ}19'30''$  East, a distance of 160 feet; thence South  $0^{\circ}40'06''$  West, a distance of 350 feet to the point of beginning.

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

91 MAR -1 PM 3:51

Carl "Bud" Minkley  
CLERK OF CIRCUIT COURT

**EASEMENT-SPRAY IRRIGATION CONTRACT**

THIS EASEMENT-SPRAY IRRIGATION CONTRACT is made by **MARSH CREEK PARTNERSHIP**, a Florida general partnership, whose mailing address is 88 Marshside Drive, St. Augustine, Florida 32082 (hereinafter referred to as "Marsh Creek"), in favor of St. Johns County, Florida, the successor owner and operator of the assets of the **ANASTASIA SANITARY DISTRICT OF ST. JOHNS COUNTY, FLORIDA**, a Sanitary District duly created and organized under the laws of the State of Florida, whose mailing address is P. O. Box 1749, St. Augustine, Florida 32085 (hereinafter referred to as "Anastasia").

**R E C I T A L S:**

The following recitals are a material part of this instrument.

- A. Marsh Creek is the owner of the following described tract of land herein referred to as "Parcel One" which has been developed as a golf course. Parcel One is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. Anastasia is the owner of the following described tract of land, herein referred to as "Parcel Two", which has been, or will be developed for use as a sewage treatment plant. Parcel Two is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference.

**W I T N E S S E T H:**

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to and received by Marsh Creek, and the considerations hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **GRANT.** Marsh Creek hereby grants to Anastasia, its successors and assigns, as an easement appurtenant to Parcel Two, a perpetual nonexclusive right and easement (a) for access and to deliver reclaimed water to Parcel One; (b) for storage, application and disposal of reclaimed water on Parcel One as irrigation water, up to a maximum volume of 800,000 gallons per day, or such lesser volume as may from time to time be reasonably and practically applied upon Parcel One without adversely affecting the use or enjoyment of Parcel One as a golf course. The daily volume of reclaimed water to be stored, applied or disposed of on Parcel One shall be determined by Marsh Creek, its successors and assigns. In making such determination, Marsh Creek shall use its best effort to accept the maximum amount of reclaimed water as is consistent with the good management of a golf course and as is consistent with the applicable permits for the golf course and the sewage treatment plant. Marsh Creek further covenants that it will not use other sources of irrigation water upon Parcel One if such use would reduce the ability of Parcel One to receive up to 800,000 gallons per day of reclaimed water from Parcel Two.

If Marsh Creek determines that the use of the reclaimed water is detrimental to the normal growth and maintenance of the golf course grass and landscaping, Marsh Creek shall give Anastasia written notice thereof and Anastasia shall have thirty (30) days to modify the quality of the reclaimed water so as to prevent further damage to the golf course and the appurtenant landscaping. In the event of disagreement as to the volume of reclaimed water to be accepted, or as to the quality of the reclaimed water provided either party may initiate any proceeding in law or in equity to resolve the disagreement, provided that in the event of a disagreement with respect to the quality of the

reclaimed water Marsh Creek may refuse to accept any additional waters until the dispute is resolved.

2. USE OF EASEMENT. The servient use of the easement premises by Marsh Creek is not confined to its present use as a golf course and auxiliary uses of the golf course are permissible so long as the purpose of this easement, i.e. (establishing and maintaining a continuing demand and capacity to receive upon Parcel One the output of reclaimed water from Parcel Two, not to exceed 800,000 gallons per day), is not frustrated, impaired or impeded. The installation of groundwater monitoring wells, pipes, conduits and irrigation system apparatus in or upon Parcel One is specifically contemplated as ancillary structures within the scope of this easement, which may be built, maintained, sited and moved by either party as may be reasonable and practical and consistent with sound engineering requirements, but the listing of these specific structures shall not be construed to preclude other structures. Anastasia has the right of access to Parcel One as necessary or appropriate for proper monitoring of the spray irrigation facilities, but exclusive use of Parcel One is not hereby granted to Anastasia, and Marsh Creek reserves all rights not in conflict with this easement including, but not limited to, the following:

1. The right to establish or maintain any use or occupancy of Parcel One, and to erect a building or buildings, or other improvements on Parcel One, so long as such use, occupancy, constructed building(s) and improvement(s) do not, in the aggregate, create upon Parcel One a total amount of impervious surface and uses inconsistent with the spray irrigation volume capacity requirements of this easement.
2. The right to mortgage, pledge, convey, transfer or encumber Parcel One or portions thereof subsequent to the date of this easement, and subject to the terms of this easement, without the necessity of joinder or consent by Anastasia.

3. LOCATION OF DELIVERY POINT. The parties acknowledge that Anastasia has already constructed a pipeline to deliver the reclaimed water from Parcel Two to Parcel One and they hereby agree that all such reclaimed water shall be delivered to Parcel One at the currently existing terminus of said pipeline.

4. PAYMENTS. On or before the 15th day of each month, Marsh Creek shall pay to Anastasia for the reclaimed water commitment the sum of \$1,505.04 monthly for a period of twenty (20) years. The foregoing payment shall commence on the 15th day of the month that reclaimed water is first delivered to Parcel One. In the event that the delivery of reclaimed water shall be interrupted and no reclaimed water shall be delivered to Parcel One for a period of thirty (30) days, Marsh Creek's obligation to make payments shall be tolled for the period of time during which it does not receive or accept delivery of reclaimed water.

5. LIEN. The obligation of Marsh Creek to make the payments described herein shall be secured by a lien on Parcel One. In the event that Marsh Creek fails to make payment within thirty (30) days from the due date, Anastasia may file a Claim of Lien in the public records of St. Johns County, Florida, which Claim of Lien may be foreclosed in the manner of a mortgage. This lien shall be subordinate to the mortgage as described in Section 9 hereof.

6. USE OF DOMINANT TENEMENT. On or before January 1, 1992, Parcel Two shall be established and placed in use as a sewage treatment plant. If Anastasia should after placing Parcel Two in use as a sewage treatment plant thereafter discontinue use of Parcel Two as a sewage treatment plant, and fail to establish within one (1) year of such discontinuation a replacement sewage

treatment plant supplying reclaimed water for irrigation to Parcel One, then Marsh Creek may demand a release of this easement from Anastasia and Anastasia shall be obligated to execute such a release.

7. ADDITIONS. This easement is and shall become appurtenant to any land that may hereinafter come into common ownership with Parcel Two and is contiguous to Parcel Two. In the event that Parcel Two is discontinued in use as a sewage treatment plant site and a substitute site is established within one (1) year, the parties agree that this easement shall become an appurtenance to such replacement site by the recording of a notice referencing this Contract and the substitution of descriptions of the tract of land as would serve as the dominant tenement.

8. DELETIONS. If Parcel One is divided or fractionalized into separate ownership whether by deed(s) or by lease(s), all parts of said Parcel One shall enjoy the benefits and suffer the burdens of this Contract.

9. WARRANTY OF TITLE. Marsh Creek warrants that it has good and marketable title to Parcel One subject only to a Mortgage presently held by Southeast Bank, N.A. with no other encumbrances thereon and has authorization and power to enter into this Contract. Anastasia warrants and represents that it has full authority and power to enter into this Contract.

10. BENEFITS/BURDENS. All provisions of this Contract, including the benefits and burdens, run with the land and are binding upon and inure to the successors, assigns, tenants and representatives of the parties hereto.

11. MODIFICATION OF PARCEL ONE. The parties agree that Marsh Creek shall have the right to modify or amend the legal description of Parcel One provided that the property subject to this Contract after said modification or amendment shall be useful by Anastasia to the same extent and for the purposes set forth herein. Marsh Creek shall provide to Anastasia acceptable proof that any property to which this Contract is hereafter made subject is usable for the purposes hereof and conforms to the requirements of paragraph 9 hereof. No such modification or amendment shall be effective unless consented to in writing by Anastasia, which consent shall not be unreasonably withheld. Anastasia hereby agrees to cooperate with Marsh Creek by releasing from this Contract any property no longer covered by this Contract after a modification or amendment of the legal description of Parcel One.

12. MONITORING. Any monitoring, reporting studies or other activities pertaining to the reclaimed water that are required by the Department of Environmental Regulation and all costs and expenses in connection therewith shall be the sole obligation and responsibility of Anastasia.

13. STRICT CONSTRUCTION. The rule of strict construction does not apply to this Contract, and instead, construction shall be applied so as to confer upon the parties commercially usable rights of enjoyment in the easement consistent with the uses and purposes for which it is established.

IN WITNESS WHEREOF, Marsh Creek has granted to Anastasia and Anastasia has accepted from Marsh Creek this Easement-Spray Irrigation Contract upon this date.

Dated: JANUARY 31, <sup>1991</sup> 1990

Signed, sealed and delivered in the presence of:

[Signature]

MARSH CREEK PARTNERSHIP  
By The Stokes Fidelity Group  
By Stokes Properties, Ltd.  
By Stokes-O'Steen Communities, Inc.

By: [Signature]  
Its President  
VICE

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 31 day of JANUARY, 1991 by GREGORY J. BARBOUR, the Vice President of Stokes-O'Steen Communities, Inc., a Florida corporation, managing general partner of Stokes Properties, Ltd., a Florida limited partnership, operating venturer of The Stokes Fidelity Group, general partner of Marsh Creek Partnership, a Florida general partnership, on behalf of Marsh Creek Partnership.

[Signature]  
Notary Public

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA  
(SEAL) My Commission Expires Dec. 15, 1991

ACCEPTANCE

The foregoing Easement - Spray Irrigation Contract is accepted by St. Johns County, Florida, the successor owner and operator of the assets of the Anastasia Sanitary District of St. Johns County as of the date stated above.

[Signature]  
[Signature]  
Witness as to Anastasia

ST. JOHNS COUNTY, FLORIDA,  
the successor owner and operator of the assets of ANASTASIA SANITARY DISTRICT OF ST. JOHNS COUNTY, by the Board of County Commissioners of St. Johns County, Florida as its Governing Body,

BY: [Signature]  
Its Chairman

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28th day of February, 1990 by St. Johns County, Florida, the successor owner and operator of the assets of the Anastasia Sanitary District of St. Johns County, by the Board of County commissioners of St. Johns County as its Governing Body by Donald H. Herold, Its Chairman on behalf of the County.

[Signature]  
Notary Public

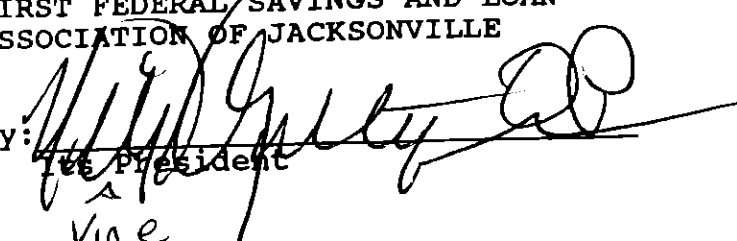
My commission expires:

**CONSENT AND JOINDER**

The undersigned mortgagee is the holder of that certain Mortgage made by MARSH CREEK PARTNERSHIP to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, recorded in Official Records Book \_\_\_\_\_, pages \_\_\_\_\_ of the public records of St. Johns County, Florida, and the undersigned hereby consents to the recording of this Easement-Spray Irrigation Contract dated \_\_\_\_\_, 1990, joins in the terms and conditions thereof and subordinates the lien of its Mortgage to the easement rights set forth therein but specifically does not subordinate the lien of its mortgage to the lien set forth in paragraph 5.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on the 25<sup>th</sup> day of January, 1990.

SOUTHEAST BANK, N. A.  
successor by merger to  
FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF JACKSONVILLE

BY:   
President  
Vice

STATE OF FLORIDA

COUNTY OF DUVAL

This instrument was acknowledged before me this 25 day of January, 1990, by Nicholas V. Christopoulos, President of Southeast Bank, N. A., a national association, successor by merger to First Federal Savings and Loan Association of Jacksonville, on behalf of the national association.

  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Nov. 16, 1993



MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTIONPARCEL NO. 1

A portion of government Lot 7, Section 3, TOGETHER WITH a portion of Government Lots 2, 3, 4, 5, 6, 7 and 8, Section 4, TOGETHER WITH a portion of Government Lots 1 and 2, Section 9, all lying within Township 8 South, Range 30 East, TOGETHER WITH a portion of Section 33, Township 7 South, Range 30 East, Anastasia Island, St. Johns County, Florida, being more particularly described as follows: BEGIN at the corner common to said Sections 3, 4, 9 and 10; thence North  $89^{\circ}17'40''$  East along the southerly line of said Section 3, a distance of 602.07 feet; thence North  $00^{\circ}45'00''$  West, 301.37 feet; thence North  $73^{\circ}01'30''$  East, ~~111.10 feet~~ to the westerly right-of-way line of State Road No. S-3 (as now established); thence Northwesterly ~~around the arc of a curve~~ around the arc of a curve concave Southwesterly and along said westerly right-of-way line ~~and curve~~ having a radius of 5679.64 feet, an arc distance of 240.03 feet, said arc being subtended by a chord bearing and distance of North  $16^{\circ}27'30''$  West, 240.01 feet; thence South  $73^{\circ}01'30''$  West, 358.37 feet; thence North  $25^{\circ}17'53''$  West, 184.36 feet; thence North  $14^{\circ}56'50''$  West, 500.91 feet; thence North  $11^{\circ}08'05''$  West, 131.66 feet to the North line of said Government Lot 7, Section 3; thence South  $89^{\circ}50'20''$  West, along last said line 369.31 feet to the Easterly line of said Government Lot 6, Section 4; thence North  $00^{\circ}56'33''$  West, along last said line 1320.25 feet; thence North  $40^{\circ}46'13''$  West, 156.20 feet; thence North  $11^{\circ}09'41''$  West, 340.59 feet; thence North  $03^{\circ}03'28''$  West, 242.18 feet; thence North  $24^{\circ}57'03''$  West, 176.93 feet; thence North  $04^{\circ}58'24''$  West, 332.42 feet; thence North  $35^{\circ}58'52''$  West, 161.25 feet to the North line of said Government Lot 5; thence South  $89^{\circ}20'19''$  West, along last said line 954.56 feet to the Westerly line of Government Lot 1, said Section 4; thence North  $00^{\circ}57'19''$  West along last said line, 1321.72 feet to the North line of said Section 4; thence South  $89^{\circ}19'05''$  West along last said line, 655.86 feet to the East line of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 33, said Township 7 South, Range 30 East; thence North  $01^{\circ}04'33''$  West, along last said line 2641.91 feet to the Northerly line of the West 1/2 of the West 1/2 of the Southeast 1/4 of said Section 33; thence South  $89^{\circ}07'01''$  West along last said line, 657.34 feet to the West line of the West 1/2 of the West 1/2 of the Southeast 1/4 of said Section 33; thence South  $01^{\circ}06'29''$  East along last said line 1319.37 feet to the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 33; thence South  $89^{\circ}11'52''$  West along last said line, 1314.59 feet to the Westerly line of the Southeast 1/4 of the Southwest 1/4 of said Section 33; thence South  $01^{\circ}12'00''$  East along last said line, 1317.96 feet to the said Northerly line of said Section 4; thence South  $89^{\circ}17'53''$  West along last said line 1465 feet, more or less, to the Mean High Water Line of the Marshes of the ~~St. Johns~~ River; thence Southwesterly, Southeasterly, Northwesterly and Northeasterly along said Mean High Water Line and the meanderings thereof, 31400 feet, more or less, to an intersection with a line bearing South  $00^{\circ}45'00''$  East, from said POINT OF BEGINNING; thence North  $00^{\circ}45'00''$  West along the line dividing said Sections 9 and 10, a distance of 1800 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO: a 100 foot County Road Right-of-Way, as per Deed Book 216, page 97 of the Public Records of St. Johns County, Florida.

Containing 363 acres, more or less, in area.

PARCEL NO. 3 (ISLAND)

TOGETHER WITH all of that particular island lying within Government Lots 5 and 6, Section 4, Township 8 South, Range 30 East, St. Johns County, Florida, lying Westerly of the Mean High Water Line.

LESS AND EXCEPT the plat of MARSH CREEK UNIT ONE, as shown in Map Book 20, Pages 72 through 92, inclusive of the Public Records of St. Johns County, Florida.

LESS AND EXCEPT THE PLAT OF MARSH CREEK UNIT ONE, PHASE II, AS SHOWN IN MAP BOOK 22, PAGES 102 AND 103, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

LESS AND EXCEPT THE PLAT OF MARSH CREEK UNIT TWO, AS SHOWN IN MAP BOOK 22, PAGES 104 - 113 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTION

LESS AND EXCEPT (PROPOSED R/W)

THE NORTH 60 FEET OF THE NORTHEAST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 7 SOUTH,  
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA.

LESS AND EXCEPT

MARSH CREEK UNIT THREE AND PROPOSED MARSH CREEK UNIT FIVE

A portion of Section 4, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:  
**COMMENCE** at the Southwest corner of Section 33, Township 7 South, Range 30 East; thence South 89°17'53" West, along the Northerly line of said Section 5, a distance of 154.34 feet to the POINT OF BEGINNING; thence North 89°17'53" East along the last said line a distance of 1465.00 feet; thence South 01°13'12" East a distance of 400.64 feet to the point of curvature of a curve concave Westerly, having a radius of 450.00 feet, an arc distance of 223.98 feet, said arc being subtended by a chord bearing and distance of South 13°02'20" West, 221.67 feet to the point of tangency of said curve; thence South 27°17'52" West, a distance of 193.80 feet to the point of curvature of a curve concave Northeasterly, having a radius of 118.92 feet, an arc distance of 373.59 feet, said arc being subtended by a chord bearing and distance of South 62°42'07" East, 237.83 feet; thence North 27°17'52" East, a distance of 320.95 feet to the point of curvature of a curve concave Southeasterly, having a radius of 150.00 feet; thence along and around the arc of said curve, an arc distance of 162.32 feet, said arc being subtended by a chord bearing and distance of North 58°17'53" East, 154.51 feet; thence North 89°17'53" East, a distance of 114.87 feet; thence North 77°09'45" East, a distance of 480.00 feet to a point on a Southerly extension of the Westerly line of Tract "C", as shown on the Plat of Marsh Creek Unit Two, as recorded in Map Book 22, Pages 104, through 113, inclusive of the Public Records of St. Johns County, Florida; thence North 06°45'15" West along last said line, 135.00 feet to the Southwest corner of said Tract "C"; thence North 71°37'52" East along the South line of said Tract "C", 61.25 feet to the Southeast corner of said Tract "C"; thence South 06°45'15" East along a Southerly extension of the Easterly line of said Tract "C", 195.00 feet; thence South 78°13'23" East, 268 feet, more or less, to the Mean High Water Line of the Marshes of the Matanzas River; thence Southwesterly, Northwesterly, Northeasterly, Southeasterly and Southwesterly along the last said line, 8318 feet, more or less to an intersection with a line bearing South 02°06'29" East from said POINT OF BEGINNING; thence North 02°06'29" West, 252 feet, more or less, to aforesaid Northerly line of Section 4 and the POINT OF BEGINNING.

Containing 43 acres more or less.

LESS AND EXCEPT (PARCEL B)

A parcel of land being a portion of Government Lot 9, Section 4, Township 8 South, Range 30 East, St. Johns County, Florida, said parcel being more particularly described as follows: **COMMENCE** at an intersection of the South line of Lot 9 and the West line of Tract C as shown on the Plat of Marsh Creek Unit Two, as recorded in Map Book 22, Pages 104 through 113 of the public records of said St. Johns County, Florida; thence South 06°45'15" East, 42.19 feet to the POINT OF BEGINNING; thence continue South 06°45'15" East, 92.81 feet; thence South 77°09'45" West, 29.96 feet; thence Northeasterly along and around the arc of a curve concave Northeasterly, having a radius of 189.83 feet, an arc distance of 100.15 feet, said arc being subtended by a chord bearing and distance of North 08°21'34" East, 98.99 feet to the POINT OF BEGINNING.  
Containing 762 square feet more or less.

MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTION

LESS AND EXCEPT

MARSH CREEK UNIT TWO PHASE II AS RECORDED IN MAP BOOK 22, PAGES 102 AND 103 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

LESS AND EXCEPT (PARCEL C)

A parcel of land being a portion of Section 13, Township 7 South, Range 30 East, St. Johns County, Florida, said parcel being more particularly described as follows: BEGIN at an intersection of the Northeasterly line of Lot 26 as shown on the plat of Marsh Creek Unit Two as recorded in Map Book 22, pages 104 through 113 of the public records of said St. Johns County, Florida with the Southeasterly right-of-way line of Marshside Drive (a 60 foot right-of-way as shown on said plat of Marsh Creek Unit Two) thence run the following three courses and distances along the last said line COURSE NO. 1: thence Northeasterly, along and around the arc of a curve concave Southeasterly, having a radius of 460.93 feet, an arc distance of 139.83 feet, said arc being subtended by a chord bearing and distance of North 56°51'54" East, 139.29 feet to the point of compound curvature of a curve leading Northeasterly; COURSE NO. 2: thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 337.91 feet, an arc distance of 139.43 feet, said arc being subtended by a chord bearing and distance of North 77°22'36" East, 138.44 feet to the point of tangency of said curve; COURSE NO. 3: thence North 89°11'52" East, 18.50 feet; thence South 00°48'08" East, 135.00 feet; thence South 79°11'18" West, 158.64 feet; to an intersection with said Northeasterly line of Lot 26; thence North 53°23'26" West, along the last said line, 130.00 feet to the POINT OF BEGINNING.

Containing 28749 square feet more or less.

LESS AND EXCEPT (PARCEL A)

A parcel of land being a portion of Government Lot 1, Section 8, Township 8 South, Range 30 East, St. Johns County, Florida, said parcel being more particularly described as follows: BEGIN at an intersection of the South line of Lot 9 and the West line of Tract C as shown on the plat of Marsh Creek Unit Two, as recorded in Map Book 22, pages 104 through 113 of the public records of said St. Johns County, Florida; thence South 06°45'15" East, 42.19 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Northwesterly, having a radius of 189.83 feet, an arc distance of 176.14 feet, said arc being subtended by a chord bearing and distance of South 19°49'45" West, 169.89 feet to the point of tangency of said curve; thence South 16°24'44" West, 33.09 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Northwesterly, having a radius of 384.07 feet, an arc distance of 173.97 feet, said arc being subtended by a chord bearing and distance of South 51°53'48" West, 73.86 feet to the point of compound curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Northwesterly, having a radius of 201.19 feet, an arc distance of 25.98 feet, said arc being subtended by a chord bearing and distance of South 61°06'51" West, 25.96 feet; thence North 86°56'14" West, 474.02 feet to the POINT OF BEGINNING; thence continue North 86°56'14" West, 53.28 feet; thence South 31°07'09" West, 486.52 feet; thence Northeasterly along and around the arc of a curve concave Northwesterly, having a radius of 118.92 feet, an arc distance of 113.64 feet, said arc being subtended by a chord bearing and distance of North 55°11'56" East, 109.36 feet to the point of tangency of said curve; thence North 27°17'52" East, 320.95 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 150.00 feet, an arc distance of 96.13 feet, said arc being subtended by a chord bearing and distance of North 45°39'25" East, 94.40 feet to the POINT OF BEGINNING.

Containing 16,213 square feet more or less.

MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTION

LESS AND EXCEPT (PARCEL D)

A portion of Section 9, Township 6 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the intersection of the Northwesterly right-of-way line of Marsh Point Circle (a 60 foot right-of-way, as now established), with the Northeasterly line of Lot 189, as shown on the plat of Marsh Creek Unit One, as recorded in Map Book 20, Pages 72 through 97 inclusive of the Public Records of said County; thence North  $29^{\circ}01'54''$  West, along last said line, a distance of 120.00 feet to the Northeast corner of said Lot 189; thence South  $82^{\circ}09'42''$  East, 200.00 feet to an intersection with said Northwesterly right-of-way line of Marsh Point Circle; thence South  $69^{\circ}58'06''$  West, along said right-of-way line, a distance of 160.00 feet to the POINT OF BEGINNING.

Containing 9,600 square feet, more or less, in area.

LESS AND EXCEPT

MARSH CREEK UNIT FOUR AS RECORDED IN MAP BOOK 24, PAGES 103 THROUGH 107 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

EXHIBIT "B"

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 33, Township 7 South, Range 30 East, St. Johns County, Florida, more particularly described as follows:

Commence at the intersection of the westerly right of way line of Mizell Road, having a right of way width of 60 feet, with the northerly right of way line of 16th Street, having a right of way width of 100 feet; thence North  $89^{\circ}18'30''$  West, along said northerly right of way line of 16th Street, being also a line parallel with and 50 feet North of the South line of the North One-half of the Northwest Quarter of Section 33, a distance of 140 feet to the point of beginning of the herein described parcel; thence continuing along said northerly right of way line of 16th Street, North  $89^{\circ}18'30''$  West, a distance of 1150 feet to the West line of Section 33; thence Northerly along said west line of Section 33, a distance of 792.0 feet; thence South  $89^{\circ}18'30''$  East, parallel with the aforementioned right of way line of 16th Street, a distance of 990.0 feet; thence South  $00^{\circ}40'06''$  West, parallel with the aforementioned westerly right of way line of Mizell Road, a distance of 442 feet; thence South  $89^{\circ}18'30''$  East, a distance of 160 feet; thence South  $0^{\circ}40'06''$  West, a distance of 350 feet to the point of beginning.

HOLLAND & KNIGHT  
Law Offices  
FAX COVER PAGE

Bradenton, FL 34206  
(813) 747-5550  
Fax: (813) 748-6945

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Lakeland, FL 33802  
(813) 682-1161  
Fax: (813) 688-1186

Miami, FL 33101  
(305) 374-8500  
Fax: (305) 374-1164

Orlando, FL 32802  
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Fax: (407) 423-3397

Tallahassee, FL 32302  
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Fax: (904) 224-8832

Tampa, FL 33601  
(813) 227-8500  
Fax: (813) 229-0134

Jacksonville, FL 32202  
(904) 353-2000  
Fax: (904) 358-1872

Washington, DC 20006  
(202) 955-5550  
Fax: (202) 955-5564

REPLY TO: JACKSONVILLE

TO: James Sisco  
CITY: \_\_\_\_\_

FROM: Linda Connor Kane

MESSAGE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

URGENCY OF FAX: SUPER RUSH (Immediate)  RUSH (Within 1 hour)

EMPLOYEE NAME: Marsha Isham LOCATION: Jacksonville EXT: 234

Client Initial	Number	Matter	Area Code	Fax #	Time	Zone
m	43199	9	904	8232507		
Atty. #	No. of Pages (Inc. Cover)	Other Amt.	Area Code	Telephone #	Date (00/00/00)	
CL	4				2/11/91	

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## LAW OFFICES

## HOLLAND &amp; KNIGHT

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BRADENTON, FLORIDA 34206  
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JACKSONVILLE, FLORIDA 32201  
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FAX (904) 358-1872

400 NORTH ASHLEY  
P. O. Box 1288  
TAMPA, FLORIDA 33601  
(813) 227-8500  
FAX (813) 229-0134

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H&K MIA  
TELEX 52-2233 MIAMI

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P. O. Box Q15441  
MIAMI, FLORIDA 33101  
(305) 374-8500  
FAX (305) 374-1164

PLEASE REPLY TO:

500 NORTH MAGNOLIA AVENUE  
P. O. Box 1526  
ORLANDO, FLORIDA 32802  
(407) 425-8500  
FAX (407) 423-3397

ONE EAST BROWARD BLVD.  
P. O. Box 14070  
FORT LAUDERDALE, FLORIDA 33302  
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FAX (305) 463-2030

BARNETT BANK BLDG.  
P. O. DRAWER 810  
TALLAHASSEE, FLORIDA 32302  
(904) 224-7000  
FAX (904) 224-8832

888 SEVENTEENTH STREET, N.W.  
SUITE 900  
WASHINGTON, D. C. 20005  
(202) 955-5550  
FAX (202) 955-5564

Jacksonville

February 11, 1991

St. Johns County Commissioners  
St. Johns County Courthouse  
St. Augustine, Florida 32084  
Attention: James Sisco, Esquire

Re: Marsh Creek Golf Course/Spray Irrigation Easement

Dear Mr. Sisco:

The undersigned firm represents Marsh Creek Partnership, a Florida general partnership. Based upon the search of the public records of St. Johns County, Florida through January 31, 1991 to the extent the same are maintained in the office of the Clerk of the Circuit Court on the property more fully described on Exhibit A attached hereto and made a part hereof, the record owner of the lands described in Exhibit A is Marsh Creek Partnership and the lands are subject to the following:

Mortgage made by Marsh Creek Partnership to First Federal Savings and Loan Association of Jacksonville, now held by Southeast Bank, N.A. successor by merger to First Federal and recorded in Official Records Book 761, page 1443, as modified in Official Records Book 780, page 1314 and Official Records Book 808, page 370, all in the public records of St. Johns County, Florida.

Financing Statement made by Marsh Creek Partnership to First Federal Savings and Loan Association of Jacksonville, now held by Southeast Bank, N.A. successor by merger to First

James Sisco, Esquire  
St. Johns County Commissioner  
February 11, 1991  
Page 2

Federal and recorded in Official Records Book 761, page 1486 of the public records of St. Johns County, Florida.

Title to that portion of the subject property lying below the normal high water mark of marsh are hereby excepted.

Riparian, littoral rights are hereby excepted.

Taxes for the year 1990 are due but are not delinquent until April, 1991.

Very truly yours,

HOLLAND & KNIGHT

  
Linda Connor Kane

LCK/mi

LCKMC4 OPINLTR:wp377



MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTION

## PARCEL NO. 1

A portion of government Lot 7, Section 3, TOGETHER WITH a portion of Government Lots 2, 3, 4, 5, 6, 7 and 8, Section 4, TOGETHER WITH a portion of Government Lots 1 and 2, Section 9, all lying within Township 8 South, Range 30 East, TOGETHER WITH a portion of Section 33, Township 7 South, Range 30 East, Anastasia Island, St. Johns County, Florida, being more particularly described as follows: BEGIN at the corner common to said Sections 3, 4, 9 and 10; thence North  $89^{\circ}17'40''$  East along the Southerly line of said Section 3, a distance of 602.07 feet; thence North  $00^{\circ}45'00''$  West, 301.37 feet; thence North  $73^{\circ}01'30''$  East, 412.13 feet to the Westerly right-of-way line of State Road No. S-3 (as now established); thence Northwestery ~~side~~ and around the arc of a curve concave Southwesterly and along said Westerly right-of-way line, said curve having a radius of 5679.64 feet, an arc distance of 240.03 feet, said arc being subtended by a chord bearing and distance of North  $16^{\circ}27'30''$  West, 240.01 feet; thence South  $73^{\circ}01'30''$  West, 358.37 feet; thence North  $25^{\circ}17'53''$  West, 184.36 feet; thence North  $14^{\circ}56'50''$  West, 500.91 feet; thence North  $11^{\circ}08'05''$  West, 131.66 feet to the North line of said Government Lot 7, Section 3; thence South  $89^{\circ}50'20''$  West, along last said line 369.31 feet to the Easterly line of said Government Lot 6, Section 4; thence North  $00^{\circ}56'33''$  West, along last said line 1320.25 feet; thence North  $40^{\circ}46'13''$  West, 156.20 feet; thence North  $11^{\circ}09'41''$  West, 340.59 feet; thence North  $03^{\circ}03'28''$  West, 242.18 feet; thence North  $24^{\circ}57'03''$  West, 176.93 feet; thence North  $04^{\circ}58'24''$  West, 332.42 feet; thence North  $35^{\circ}58'52''$  West, 161.25 feet to the North line of said Government Lot 5; thence South  $89^{\circ}20'19''$  West, along last said line 954.56 feet to the Westerly line of Government Lot 1, said Section 4; thence North  $00^{\circ}57'19''$  West along last said line, 1321.72 feet to the North line of said Section 4; thence South  $89^{\circ}19'05''$  West along last said line, 655.86 feet to the East line of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 33, said Township 7 South, Range 30 East; thence North  $01^{\circ}04'33''$  West, along last said line 2641.91 feet to the Northerly line of the West 1/2 of the West 1/2 of the Southeast 1/4 of said Section 33; thence South  $89^{\circ}07'01''$  West along last said line, 657.34 feet to the West line of the West 1/2 of the West 1/2 of the Southeast 1/4 of said Section 33; thence South  $01^{\circ}06'29''$  East along last said line 1319.37 feet to the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 33; thence South  $89^{\circ}11'52''$  West along last said line, 1314.59 feet to the Westerly line of the Southeast 1/4 of the Southwest 1/4 of said Section 33; thence South  $01^{\circ}12'00''$  East along last said line, 1317.96 feet to the said Northerly line of said Section 4; thence South  $89^{\circ}17'53''$  West along last said line 1465 feet, more or less, to the Mean High Water Line of the marshes of the ~~St. Johns~~ River; thence Southwesterly, Southeasterly, Northwestery and Northeasterly along said Mean High Water Line and the meanderings thereof, 3140 feet, more or less, to an intersection with a line bearing South  $00^{\circ}45'00''$  East from said POINT OF BEGINNING; thence North  $00^{\circ}45'00''$  West along the line dividing said Sections 9 and 10, a distance of 1800 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO: a 100 Foot County Road Right-of-Way, as per Deed Book 216, page 97 of the Public Records of St. Johns County, Florida.

Containing 363 acres, more or less, in area.

## PARCEL NO. 3 (ISLAND)

TOGETHER WITH all of that particular island lying within Government Lots 5 and 6, Section 4, Township 8 South, Range 30 East, St. Johns County, Florida, lying Westerly of the Mean High Water Line.

LESS AND EXCEPT the plat of MARSH CREEK UNIT ONE, as shown in Map Book 20, Pages 72 through 92, inclusive of the Public Records of St. Johns County, Florida.

LESS AND EXCEPT THE PLAT OF MARSH CREEK UNIT ONE, PHASE II, AS SHOWN IN MAP BOOK 22, PAGES 102 AND 103, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

LESS AND EXCEPT THE PLAT OF MARSH CREEK UNIT TWO, AS SHOWN IN MAP BOOK 22, PAGES 104 - 113 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTION

LESS AND EXCEPT (PROPOSED RIW)

THE NORTH 60 FEET OF THE NORTHEAST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 7 SOUTH,  
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA.

LESS AND EXCEPT

MARSH CREEK UNIT THREE AND PROPOSED MARSH CREEK UNIT FIVE

A portion of Section 4, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

COMMENCE at the southwest corner of Section 33, Township 7 South, Range 30 East; thence South 89°17'53" West, along the northerly line of said Section 5. A distance of 154.34 feet to the POINT OF BEGINNING; thence North 89°17'53" East along the last said line a distance of 1465.00 feet; thence South 01°13'12" East a distance of 400.61 feet to the point of curvature of a curve concave Westerly, having a radius of 450.00 feet, an arc distance of 223.98 feet, said arc being subtended by a chord bearing and distance of South 13°02'20" West, 221.67 feet to the point of tangency of said curve; thence South 27°17'52" West, a distance of 193.80 feet to the point of curvature of a curve concave Northeasterly, having a radius of 118.92 feet, an arc distance of 373.59 feet, said arc being subtended by a chord bearing and distance of South 62°42'07" East, 237.83 feet; thence North 27°17'52" East, a distance of 320.95 feet to the point of curvature of a curve concave Southeasterly, having a radius of 150.00 feet; thence along and around the arc of said curve, an arc distance of 162.32 feet, said arc being subtended by a chord bearing and distance of North 58°17'53" East, 154.51 feet; thence North 89°17'53" East, a distance of 114.87 feet; thence North 77°09'45" East, a distance of 480.00 feet to a point on a southerly extension of the westerly line of Tract "C", as shown on the Plat of Marsh Creek Unit Two, as recorded in Map Book 22, Pages 104, through 113, inclusive of the Public Records of St. Johns County, Florida; thence North 06°45'15" West along last said line, 135.00 feet to the southwest corner of said Tract "C"; thence North 71°37'52" East along the South line of said Tract "C", 61.25 feet to the Southeast corner of said Tract "C"; thence South 06°45'15" East along a southerly extension of the Easterly line of said Tract "C", 195.00 feet; thence South 78°13'23" East, 268 feet, more or less, to the Mean High Water Line of the Marshes of the Matanzas River; thence Southwesterly, Northwesterly, Northeasterly, Southeasterly and Southwesterly along the last said line, 8318 feet, more or less to an intersection with a line bearing South 02°06'29" East from said POINT OF BEGINNING; thence North 02°06'29" West, 252 feet, more or less, to aforesaid Northerly line of Section 4 and the POINT OF BEGINNING.

Containing 43 acres more or less.

N  
LESS AND EXCEPT (PARCEL B)

A parcel of land being a portion of Government Lot 3, Section 4, Township 8 South, Range 30 East, St. Johns County, Florida, said parcel being more particularly described as follows: COMMENCE at an intersection of the South line of Lot 3 and the West line of Tract "C" as shown on the Plat of Marsh Creek Unit Two, as recorded in Map Book 22, Pages 104 through 113, of the public records of said St. Johns County, Florida; thence South 06°45'15" East, 42.19 feet to the POINT OF BEGINNING; thence continue South 06°45'15" East, 92.81 feet; thence South 77°09'45" West, 25.96 feet; thence Northeasterly along and around the arc of a curve concave Northwesterly, having a radius of 169.83 feet, an arc distance of 100.15 feet, said arc being subtended by a chord bearing and distance of North 08°11'37" East, 98.78 feet to the POINT OF BEGINNING.

Containing 762 square feet more or less.

MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTION

LESS AND EXCEPT

MARSH CREEK UNIT TWO PHASE II AS RECORDED IN MAP BOOK 22, PAGES 102 AND 103 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

LESS AND EXCEPT (PARCEL C)

A parcel of land being a portion of Section 33, Township 7 South, Range 30 East, St. Johns County, Florida, said parcel being more particularly described as follows: BEGIN at an intersection of the Northeastly line of Lot 26 as shown on the plat of Marsh Creek Unit Two as recorded in Map Book 22, pages 104 through 113 of the public records of said St. Johns County, Florida, with the Southeastly right-of-way line of Marshside Drive (a 60 foot right-of-way as shown on said plat of Marsh Creek Unit Two, thence run the following three courses and distances along the last said line COURSE NO. 1: thence Northeastly along and around the arc of a curve concave Southeastly, having a radius of 460.93 feet, an arc distance of 139.83 feet, said arc being subtended by a chord bearing and distance of North 56°51'54" East, 139.29 feet to the point of compound curvature of a curve leading Northeastly; COURSE NO. 2: thence Northeastly along and around the arc of a curve concave Southeastly, having a radius of 337.91 feet, an arc distance of 139.43 feet, said arc being subtended by a chord bearing and distance of North 77°27'36" East, 138.44 feet to the point of tangency of said curve; COURSE NO. 3: thence North 39°11'52" East, 18.50 feet; thence South 00°48'08" East, 135.00 feet; thence South 79°11'18" West, 158.64 feet; to an intersection with said Northeastly line of Lot 26; thence North 53°27'26" West, along the last said line, 130.00 feet to the POINT OF BEGINNING. Containing 28749 square feet more or less.

LESS AND EXCEPT (PARCEL A)

A parcel of land being a portion of Government Lot 3, Section 4, Township 8 South, Range 30 East, St. Johns County, Florida, said parcel being more particularly described as follows: COMMENCE at an intersection of the South line of Lot 9 and the West line of Tract C-12 shown on the plat of Marsh Creek Unit Two, as recorded in Map Book 22, pages 104 through 113 of the public records of said St. Johns County, Florida, thence South 06°15'15" East, 42.19 feet to the point of curvature of a curve leading Southwestly; thence Southwestly along and around the arc of a curve concave Northwestly, having a radius of 189.83 feet, an arc distance of 176.14 feet, said arc being subtended by a chord bearing and distance of South 19°49'45" West, 169.89 feet to the point of tangency of said curve; thence South 76°24'44" West, 33.09 feet to the point of curvature of a curve leading Southwestly; thence Southwestly along and around the arc of a curve concave Northwestly, having a radius of 384.07 feet, an arc distance of 247.32 feet, said arc being subtended by a chord bearing and distance of South 51°55'18" West, 73.86 feet to the point of compound curvature of a curve leading Southwestly; thence Southwestly along and around the arc of a curve concave Northwestly, having a radius of 201.19 feet, an arc distance of 25.98 feet, said arc being subtended by a chord bearing and distance of South 61°08'51" West, 25.96 feet; thence North 86°56'14" West, 474.02 feet to the POINT OF BEGINNING; thence continue North 86°56'14" West, 53.20 feet; thence South 31°07'09" West, 3486.52 feet; thence Northeastly along and around the arc of a curve concave Northwestly, having a radius of 118.57 feet, an arc distance of 113.64 feet, said arc being subtended by a chord bearing and distance of North 55°11'56" East, 109.36 feet to the point of tangency of said curve; thence North 27°17'52" East, 320.95 feet to the point of curvature of a curve leading Northeastly; thence Northeastly along and around the arc of a curve concave Southeastly, having a radius of 150.00 feet, an arc distance of 96.13 feet, said arc being subtended by a chord bearing and distance of North 45°39'25" East, 94.40 feet to the POINT OF BEGINNING. Containing 16,213 square feet more or less.

MARSH CREEK COUNTRY CLUB  
GOLF COURSE LEGAL DESCRIPTION

LESS AND EXCEPT (PARCEL D)

A portion of Section 9, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the intersection of the Northwesterly right-of-way line of Marsh Point Circle (a 60 foot right-of-way, as now established), with the Northeastly line of Lot 189, as shown on the plat of Marsh Creek Unit One, as recorded in Map Book 20, Pages 72 through 97 inclusive of the Public Records of said County; thence North  $29^{\circ}01'54''$  West, along East said line, a distance of 120.00 feet to the Northeast corner of said Lot 189; thence South  $42^{\circ}09'42''$  East, 200.00 feet to an intersection with said Northwesterly right-of-way line of Marsh Point Circle; thence South  $59^{\circ}58'06''$  West, along said right-of-way line, a distance of 160.00 feet to the POINT OF BEGINNING.

Containing 9,600 square feet, more or less, in area.

LESS AND EXCEPT

MARSH CREEK UNIT FOUR AS RECORDED IN MAP BOOK 24, PAGES 103 THROUGH 107 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.