

RESOLUTION NO: 91- 95

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

WHEREAS, MARSH CREEK PARTNERSHIP, a Florida general partnership as owners has tendered a easement dated June 4th 1991 to the Board of County Commissioners of St. Johns County, Florida, conveying an easement for Ingress and Egress to the Pump Station Site located on Lot 124 , Marsh Creek Unit #1 .

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, that the above described easement is hereby accepted by the Board of County Commissioners of St. Johns County, Florida. This acceptance shall not be deemed an acceptance requiring construction or maintenance on the above described easement.

THE CLERK is instructed to record the easement at County expense and to file the Title Opinion.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 25th day of June,1991.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: *[Signature]*

ATTEST: Carl "Bud" Markel, Clerk

By: *[Signature]*

Deputy Clerk

Originals sent  
to [unclear]  
[unclear]

GRANT OF EASEMENT

The Grant of Easement is made as of this 4<sup>th</sup> day of JUNE, 1991 by Marsh Creek Partnership, a Florida general partnership ("Grantor") to St. Johns County, Florida ("Grantee") whose address is P. O. Box 1749, St. Augustine, Florida 32085.

Grantor, for itself, successors and assigns hereby conveys and grants to Grantee, its successors and assigns, a perpetual non-exclusive easement for ingress and egress over the property more fully described as Exhibit "A" for the purposes of maintaining and operating the existing sewer lift station owned by the Grantee.

Grantor understands that this easement shall be used by Grantee's employees and vehicles and that periodic maintenance work to the lift station and its pumps and equipment will be performed by Grantee.

Grantor reserves the right to sod and landscape the property subject to this easement, at its option, however such landscaping shall not impede Grantee's access to its lift station via this easement. All normal day to day maintenance shall be the responsibility of 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 PARTNERSHIP

By: The Stokes Fidelity Group, Managing Joint Venturer

By: Stokes Properties, Ltd., Operating Venturer

By: Stokes-O'Steen Communities, Inc., Managing General Partner

By: [Signature]

Its Vice President

[CORPORATE SEAL]

[Signature]  
[Signature]

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 4th day of JUNE, 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, a Florida general partnership, Managing General Venturer of Marsh Creek Partnership, a Florida general partnership, on behalf of Marsh Creek Partnership.

[Signature]  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Dec. 15, 1991

A portion of Lot 124, Marsh Creek Unit One as recorded in Map Book 20, Pages 72 through 92 inclusive of the Public Records of St. Johns County, Florida and being more particularly described as follows:

BEGIN at the most Northerly corner of said Lot 124; thence South  $45^{\circ}28'18''$  East, along a Northeasterly line of said Lot 124, a distance of 40.00 feet to a Northwest line of said Lot 124; thence South  $44^{\circ}31'42''$  West, along a Southwesterly prolongation of said Northwest line, a distance of 17.00 feet; thence North  $45^{\circ}28'18''$  West, a distance of 40.00 feet to the Southeasterly right-of-way line of Marsh Point Circle (a 60 foot right-of-way as shown on said Plat of Marsh Creek Unit One; thence North  $44^{\circ}31'42''$  East, along the last said line, 17.00 feet to the POINT OF BEGINNING. Containing 680 square feet more or less.

EXHIBIT "A"

## HOLLAND & KNIGHT

1401 MANATEE AVENUE WEST  
P. O. Box 241  
BRADENTON, FLORIDA 34206  
(813) 747-5550  
FAX (813) 748-6945

2000 INDEPENDENT SQUARE  
P. O. Box 52687  
JACKSONVILLE, FLORIDA 32201  
(904) 353-2000  
FAX (904) 358-1872

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

92 LAKE WIRE DRIVE  
P. O. Box 32092  
LAKELAND, FLORIDA 33802  
(813) 682-1161  
FAX (813) 688-1186

CABLE ADDRESS  
H&K MIA  
TELEX 52-2233 MIAMI

1200 BRICKELL AVENUE  
P. O. Box 015441  
MIAMI, FLORIDA 33101  
(305) 374-8500  
FAX (305) 374-1164

PLEASE REPLY TO:

**Jacksonville**

**May 20, 1991**

800 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  
(305) 525-1000  
FAX (305) 463-2030

315 SOUTH CALHOUN STREET  
P. O. DRAWER 810  
TALLAHASSEE, FLORIDA 32302  
(904) 224-7000  
FAX (904) 224-8832

888 SEVENTEENTH STREET, N. W.  
SUITE 900  
WASHINGTON, D. C. 20006  
(202) 955-5550  
FAX (202) 955-5564

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

Re: Grant of Easement/Marsh Creek  
Lift Station Maintenance Easement

Dear Jim:

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. 5591-343) the undersigned hereby states that as of May 10, 1991 at 5:00 p.m., title to the property described in Exhibit A attached hereto and made a part hereof is vested in Donald R. Liesen and Larae A. Liesen, subject to a reserved easement vested in Marsh Creek Partnership, all as more fully described in the deed recorded in Official Records Book 894, page 188 of the public records of St. Johns County, Florida. The foregoing reserved easement is a perpetual, non-exclusive assignable easement for ingress and egress for the purpose of maintaining and operating the adjacent lift station site owned by St. Johns County, Florida. The reserved easement owned by Marsh Creek Partnership is also subject to the following:

1. Easements to Florida Power & Light Company recorded in Official Records Book 808, page 1512 and in Official Records Book 808, page 1513, of the public records of St. Johns County, Florida.

2. Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easement, as amended from time to time, recorded in Official Records Book 793, page 1756 of the public records of St. Johns County, Florida.

Clay County Commissioner  
September 25, 1990  
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3. Easement Deed to Cablevision Industries recorded in Official Records Book 846, page 844 of the public records of St. Johns County, Florida.

Taxes for the year 1991 are not yet due and payable until November, 1991 and are not delinquent until April 1, 1992.

HOLLAND & KNIGHT

By: 

cc: Mr. Gregory J. Barbour

# MAP SHOWING BOUNDARY SURVEY OF

## EXHIBIT "A"

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Containing 680 square feet more or less.