

RESOLUTION NO. 92-155
RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
RELEASING CERTAIN RESIDENTIAL LAND
FROM THE EASEMENT-SPRAY IRRIGATION CONTRACT

WHEREAS, Marsh Creek Partnership, a Florida general partnership, 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 Five.

WHEREAS, a portion of the land to be subjected to the plat of Marsh Creek Unit Five is subject to that certain Easement-Spray Irrigation Contract recorded in Official Records Book 886, page 1020 of the public records of St. Johns County, Florida ("Easement").

WHEREAS, Marsh Creek Partnership has requested the Board of County Commissioners of St. Johns County, the successor owner and operator of the assets of Anastasia Sanitary District of St. Johns County, Florida, and beneficiary of the terms and conditions of the Easement, to release all the lands described in the plat of Marsh Creek, Unit Five from the term and conditions of the Easement.

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

Section 1. The lands to be subjected to the plat of Marsh Creek, Unit Five shall released from the Easement on the terms and conditions of that certain "Release of Land - Easement-Spray Irrigation Contract", a copy of which is attached hereto and made a part hereof.

Section 2. The Board hereby approves the terms and conditions of the Release and authorizes the Chairmen to execute the Release on its behalf.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 22 day of September, 1992.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Fred Brinkhoff
Its CHAIRMAN FRED BRINKHOFF

Attest:

Carl "Bud" Markel, County Clerk

By: Patricia DeMarkel
Deputy Clerk

EXHIBIT A

RELEASE OF LAND

EASEMENT-SPRAY IRRIGATION CONTRACT

THIS RELEASE is made this 22 day of September, 1992, 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, FL 32085 (hereinafter referred to as "Anastasia") and MARSH CREEK PARTNERSHIP, a Florida general Partnership, whose address is 88 Marshside Drive, St. Augustine FL 32985 (hereinafter referred to as "Marsh Creek").

RECITALS:

A. Marsh Creek and Anastasia entered into that certain Easement-Spray Irrigation Contract recorded in the Official Records Book 886, page 1020 of the public records of St. Johns County, Florida (hereinafter referred to as "Agreement").

B. Pursuant to the terms of paragraph 11 of the Agreement, the parties agreed that Marsh Creek would have the right to modify the legal description of Parcel One provided that the property subject to the easement created in the Agreement would encumber land sufficient for the purposes of the Agreement.

C. The parties agree that the easement granted in the Agreement was not intended to encumber any property which was to be developed for residential purposes.

D. Marsh Creek intends to record a plat of the property more fully described in Exhibit A attach hereto and made a part hereof, which shall be referred to as "Marsh Creek, Unit Five."

E. The legal description of Marsh Creek, Unit Five as described on the plat is slightly different from the legal description which was excluded from Parcel One in the Agreement.

F. Accordingly the parties desire to correct the legal description contained within the Agreement and to clarify that the land more fully described on Exhibit A attached hereto and made a part hereof is released from the terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. The land to be platted as Marsh Creek, Unit Five more fully described on Exhibit A attached hereto and made a part hereof ("Unit Five Property") is hereby released from the terms and conditions of the Agreement and may be held, transferred, encumbered, conveyed, developed and occupied free and clear from

all easements, covenants, conditions, restrictions and obligations contained therein.

2. Except as specifically released herein, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS HEREOF, the undersigned set their hands and seals as of the date first written.

Signed, sealed and delivered in the presence of:

MARSH CREEK PARTNERSHIP, by and through its managing general partner

By PARC Group Communities
By FM Southeast, Inc.

By: _____
Donald L. Goetz
Its President

(Print or type name)

(Print or type name)

(CORPORATE SEAL)

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

By: Fred Brinkhoff
Its Chairman FRED BRINKHOFF

Patricia DeGrande
PATRICIA DEGRANDE
(Print or type name)

Irma Pacetti
IRMA PACETTI
(Print or type name)



(CORPORATE SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, by Donald L. Goetz, President of FM Southeast, Inc., a Florida corporation, operating venturer of PARC Group Communities, a Florida joint venture, general partner of Marsh Creek Partnership, a Florida general partnership on behalf of Marsh Creek Partnership. He is personally known to me or who has produced _____ as identification and did not take an oath.

Notary Public

(Print or type name)

My Commission Expires:
Serial Number:

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22 day of September, 1992, by Fred Brinkhoff, the Chairman of ST. JOHN COUNTY, FLORIDA, the successor owner and operator of the assets of ANASTASIA SANITARY DISTRICT OF ST. JOHNS COUNTY, by and Board of County Commissioners of St. Johns County, Florida as its Governing Body, on behalf of St. Johns County, Florida who is personally known to me ~~or who has produced _____~~ as identification and did not take an oath.

Patricia DeGrande

Notary Public
Patricia DeGrande

(Print or type name)



PATRICIA DEGRANDE
MY COMMISSION # CC 175832 EXPIRES
January 26, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires: 01-26-96
Serial Number: 175632

JAX-36852

EXHIBIT A

PARCEL "A"

A portion of Government Lot 4, Section 4, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the most Northeasterly corner of Lot 21, as shown on the plat of Marsh Creek Country Club Unit Three as recorded in Map Book 24, Pages 58 through 60 inclusive of the Public Records of St. Johns County, Florida; thence North 26°03'25" West, along the Southwesterly right-of-way line of Heron's Nest Lane (a 60 foot right-of-way as shown on said Plat of Marsh Creek Country Club Unit Three), a distance of 166.40 feet to the Point of a Curvature of a curve to the left; thence continuing Northwesterly along the Southwesterly right-of-way line of Heron's Nest Lane and along the arc of a curve concave Southwesterly having a radius of 120.00 feet, an arc distance of 62.84 feet, said arc being subtended by a chord bearing and distance of North 41°03'26" West, 62.12 feet to the Northwesterly right-of-way line of said Heron's Nest Lane; thence North 33°56'22" East, along last said line and the Northwesterly line of Tract "A" as shown on said Plat of Marsh Creek Country Club Unit Three, 100.00 feet to the Southerly right-of-way line of an existing 100 foot County right-of-way, also being the POINT OF BEGINNING; thence North 89°17'53" East, along said Southerly right-of-way line, 284.31 feet, to an intersection with the Northwesterly prolongation of the Northeasterly line of Lot 22 as shown on said plat of Marsh Creek Country Club Unit Three; thence South 23°09'37" East, along last said line 171.85 feet to the Northwesterly line of said Lot 22 Marsh Creek Country Club Unit Three; thence South 67°09'01" West, along last said line, 259.17 feet to the Northeasterly right-of-way line of aforesaid Heron's Nest Lane; thence North 26°03'25" West, along said Northeasterly right-of-way line, 168.87 to the point of curvature of a curve to the left; thence Northwesterly continuing along the Northeasterly right-of-way line of said Heron's Nest Lane and along and around the arc of a curve concave Southwesterly and having a radius of 180.00 feet an arc distance of 59.03 feet, said arc being subtended by a chord bearing and distance of North 35°27'06" West, 58.77 feet, to the Southeasterly line of Tract "A" as shown on the Plat of said Marsh Creek Unit Three; thence North 33°56'22" East, along last said line, 43.44 feet to the Northeasterly line of said Tract "A"; thence North 56°03'38" West, along last said line 35.00 feet to the POINT OF BEGINNING.

Containing, 1.37 acres, more or less

PARCEL B

A portion of Government Lot 4, Section 4, lying in Township 8 South, Range 30 East, St. Johns County, Florida being more particularly described as follows: BEGIN at the most the Northeasterly corner of Lot 21, Marsh Creek Country Club Unit Three, as recorded in Map Book 24, Pages 58 through 60 inclusive of the Public Records of St. Johns County, Florida; thence South $66^{\circ}24'05''$ West, along the Northwesterly line of said Lot 21, a distance of 130.00 feet; thence North $36^{\circ}08'37''$ West, along a traverse line (not a boundary), 330.87 feet, to a point here and after referred to as, Reference Point "A"; thence return to said POINT OF BEGINNING; thence North $26^{\circ}03'25''$ West, along the Southwesterly right-of-way of Heron's Nest Lane, (a 60 foot right-of-way as now established), 166.40 feet to the point of curvature of a curve to the left; thence Northwesterly along the Southwesterly right-of-way line of said Heron's Nest Lane and along and around the arc of a curve concave Southwesterly and having a radius of 120.00 feet, an arc distance of 62.84 feet, said arc being subtended by a chord bearing and distance of North $41^{\circ}03'26''$ West, 62.12 feet, to the most Northwesterly right-of-way of said Heron's Nest Lane; thence North $33^{\circ}56'22''$ East, along said Northwesterly right-of-way line and the Northwesterly line of Tract "A" as shown on said plat of Marsh Creek Country Club Unit Three, a distance of 100.00 feet, to the Southerly right-of-way line of a 100 foot County right-of-way, said right-of-way line lying 50.00 feet South as measured at right angles to the Northerly line of said Section 4 ; thence South $89^{\circ}17'53''$ West, along said Southerly right-of-way line 1035 feet, more or less, to the Mean High Water line of the Marshes of the Matanza River; thence Southerly, Southeasterly and Northeasterly and Northwesterly along the Mean High Water line of the Marshes of the Matanza River, 4520 feet, more or less, to an intersection with a line bearing South $89^{\circ}17'53''$ West, from aforesaid Reference Point "A"; thence North $89^{\circ}17'53''$ East, 110. feet, more or less, to said Reference Point "A"; thence continue North $89^{\circ}17'53''$ East, 10. feet, more or less, to the Mean High Water line of the Marshes of the Matanza River; thence Southeasterly along the Mean High Water line of Marshes of the Matanza River and the Meanderings thereof 380 feet, more or less, to an intersection with the Northwesterly line of aforesaid Lot 21, Marsh Creek Country Club Unit Three; thence North $66^{\circ}24'05''$ East, along last said line 149 feet, more or less, to the POINT OF BEGINNING.

Containing 18.5 acres, more or less