

RESOLUTION NO. 94-88

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A WARRANTY DEED FROM MARSH CREEK PARTNERSHIP THAT WILL CONVEY A CERTAIN STRIP OF PROPERTY TO ST. JOHNS COUNTY.

WHEREAS, Marsh Creek Partnership, a Florida general partnership, has agreed to convey a sixty foot (60') strip of property, more fully described in the Warranty Deed attached hereto as Exhibit A, incorporated by reference and made a part hereof; and

WHEREAS, temporary access over and across described property is requested by Marsh Creek Partnership for construction traffic.

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

Section 1. The County Administrator is authorized to accept the Warranty Deed in substantially the form attached hereto.

Section 2. The County agrees in good faith to negotiate a Permissive Use License Agreement with Marsh Creek Partnership granting temporary access for construction traffic. The County Administrator in his discretion is hereby authorized to execute such Agreement.

Section 3. The Clerk is instructed to file the Title Opinion and to record the Warranty Deed in the official records of St. Johns County, Florida.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 10th day of May, 1994.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Allan Roberts  
Its Chairman-Allan Roberts

ATTEST: CARL "BUD" MARKEL, Clerk

By: Yvonne Carter  
Deputy Clerk

Prepared by and return to  
Linda Connor Kane, Esquire  
Holland & Knight  
50 North Laura Street, Suite 3900  
Jacksonville, Florida 32202

Property Tax ID No. 16294-0000

**GENERAL WARRANTY DEED**

**THIS GENERAL WARRANTY DEED** is made this 3rd day of August 1994 by **MARSH CREEK PARTNERSHIP**, a Florida general partnership, whose address is 88 Marshside Drive, St. Augustine, Florida 32084, hereinafter called "Grantor", to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 33085, hereinafter called "Grantee":

*(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)*

**WITNESSETH:**

That Grantor, for an in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in St. Johns County, Florida, hereinafter called the "Property", and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Property shall not be used for a public road, but may be used for improvement and maintenance of drainage ditches and easements immediately adjacent to or on the Property. The Grantee may also permit the Property to be used for egress and ingress for traffic created by construction on adjoining property. Other uses of the Property shall be solely limited to non-public road uses that are in the public interest and which do not create an unreasonable nuisance to any owner of land lying adjacent to the Property. The foregoing restriction is a covenant running with the Property, which shall be enforceable by Grantor, its successors and assigns or any owner of land lying adjacent to the Property.

This deed is executed subject to the foregoing covenants, conditions, restrictions and easements of record, zoning, restrictions, prohibitions and other requirements imposed by government authorities, restrictions and matters appearing on any plat and taxes for the year 1994 and thereafter.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND** Grantor hereby covenants with Grantee that Grantor is lawfully seized of this land in fee simple, that Grantor has good right and lawful authority to sell and convey this land, that Grantor hereby fully warrants the title to this land and will defend the same against the lawful claims of all persons whomsoever.

Recorded in Public Records, St. Johns County, FL  
Clerk #: 94035244 O.R. 1079 PG 223 02:36PM 10-26-94  
Recording 21.00 Surcharge 3.00 Doc Stamp 0.70

*In + ket - v. Carter  
Rec - 2100  
Sur 300  
Doc - 70¢ Bill Co-*

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

MARSH CREEK PARTNERSHIP  
BY: PARC GROUP COMMUNITIES,  
f/k/a The Stokes Fidelity Group,  
managing general partner,  
By: FM Southeast, Inc.  
operating venturer

Gene M. Migliorico  
Print Name Gene M. Migliorico  
John D. Cobb  
Print Name John D. Cobb

BY: Arthur W. Mullin  
Print Name Arthur W. Mullin  
Its \_\_\_\_\_ President  
[Corporate Seal]

whose address is:  
88 Marshside Drive  
St. Augustine, Florida 32084

STATE OF PENNSYLVANIA  
COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of August, 1994, by Arthur W. Mullin, the \_\_\_\_\_ President of FM Southeast, Inc., a Florida corporation, operating venturer of PARC Group Communities, f/k/a the Stokes Fidelity Group, a Florida joint venture, which is the managing general partner of Marsh Creek Partnership, a Florida general partnership, on behalf of the partnership. He is personally known to me, or ~~has~~ produced \_\_\_\_\_ as identification and did not take an oath.



Joan R. Braude  
Notary Public State of ~~Florida~~ Pennsylvania  
Joan R. Braude

Print Name  
My commission expires  
Commission number: 2/19/96

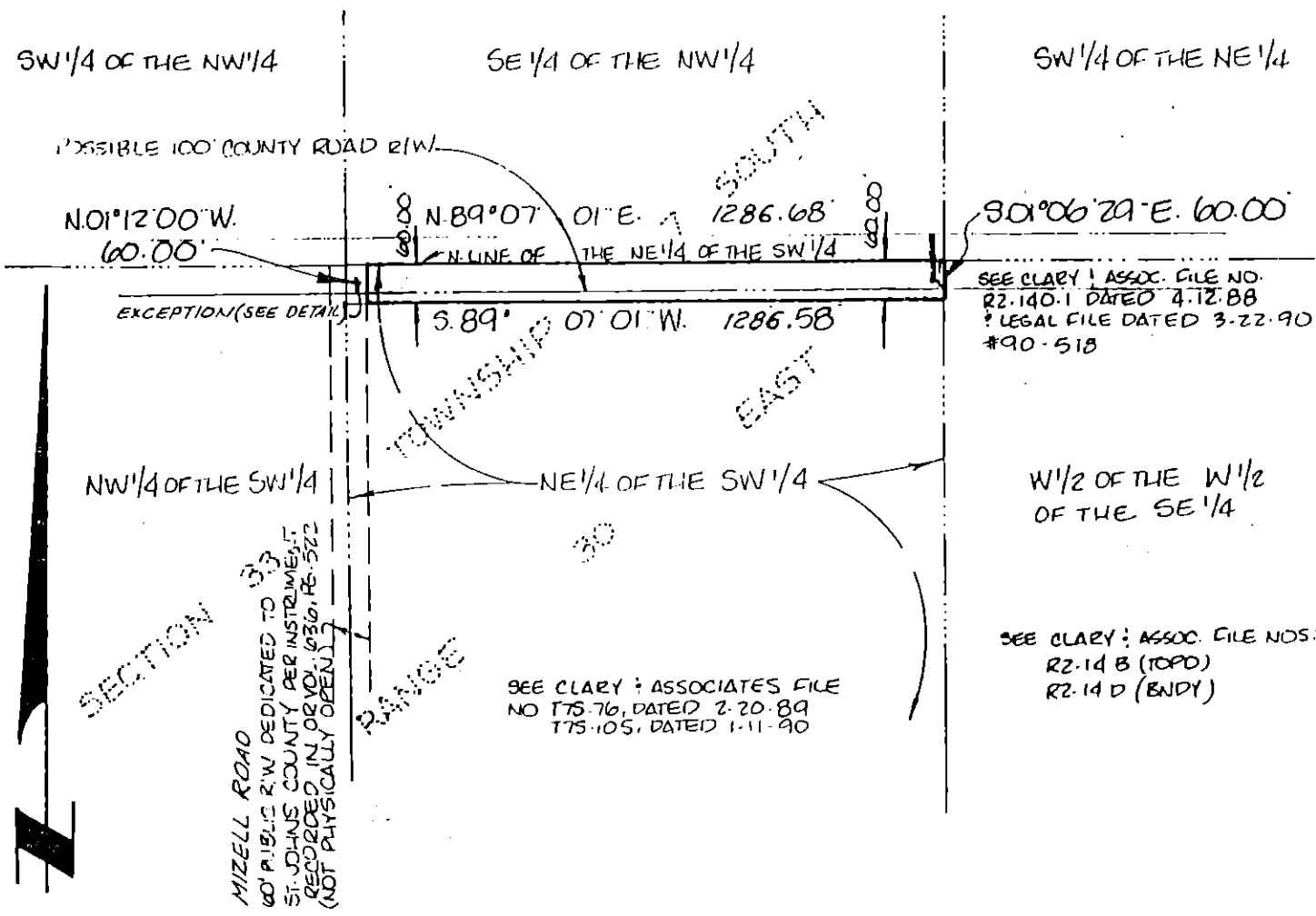
(Notarial Seal)

Notarial Seal  
Joan R. Braude, Notary Public  
Whitpain Twp., Montgomery County  
My Commission Expires Feb. 19, 1996

# MAP SHOWING

O. R. 1079 PG 0225

The North 60.00 feet of the Northeast 1/4 of the Southwest 1/4 of Section 33, Township 7 South, Range 30 East, St. Johns County, Florida, LESS AND EXCEPT that portion lying within the right-of-way of Mizell Road (a 60 foot right-of-way as now established), being more particularly described as the West 30.00 feet of the North 60.00 feet of the Northeast 1/4 of the Southwest 1/4 of Section 33, Township 7 South, Range 30 East of said county.



SEE CLARY & ASSOC. FILE NO. R2-140-1 DATED 4-12-88  
LEGAL FILE DATED 3-22-90 #90-518

SEE CLARY & ASSOC. FILE NOS. R2-14 B (TOPD) R2-14 D (ENDY)

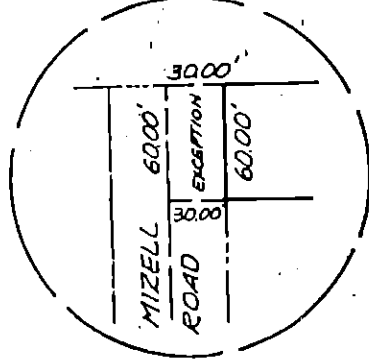
SEE CLARY & ASSOCIATES FILE NO T75-76, DATED 2-20-89 T75-105, DATED 1-11-90

**GENERAL NOTES**

- 1) Bearings shown hereon are based on the NORTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SECTION 33 AS N-89° 07' 01" E.
- 2) This map was made without benefit of an abstract or title. Therefore, there could be additional easements, covenants and restrictions or other matters of public record that may or may not affect this parcel.
- 3) This map does not represent an actual boundary survey. Its sole purpose is to graphically illustrate the legal description prepared by this firm and attached hereto.

**DETAIL**

SCALE: 1" = 100'



REVISED: 4-18-94 (W.O. #94-302) TO SHOW EXCEPTION PARCEL  
AMENDED: 5-10-93 (W.O. #93-263)

NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

I HEREBY CERTIFY THAT THE ABOVE LANDS WERE MAPPED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE MAP SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SIGNED JUNE 17 19 90  
SCALE: 1" = 300'  
DWN: ARCH

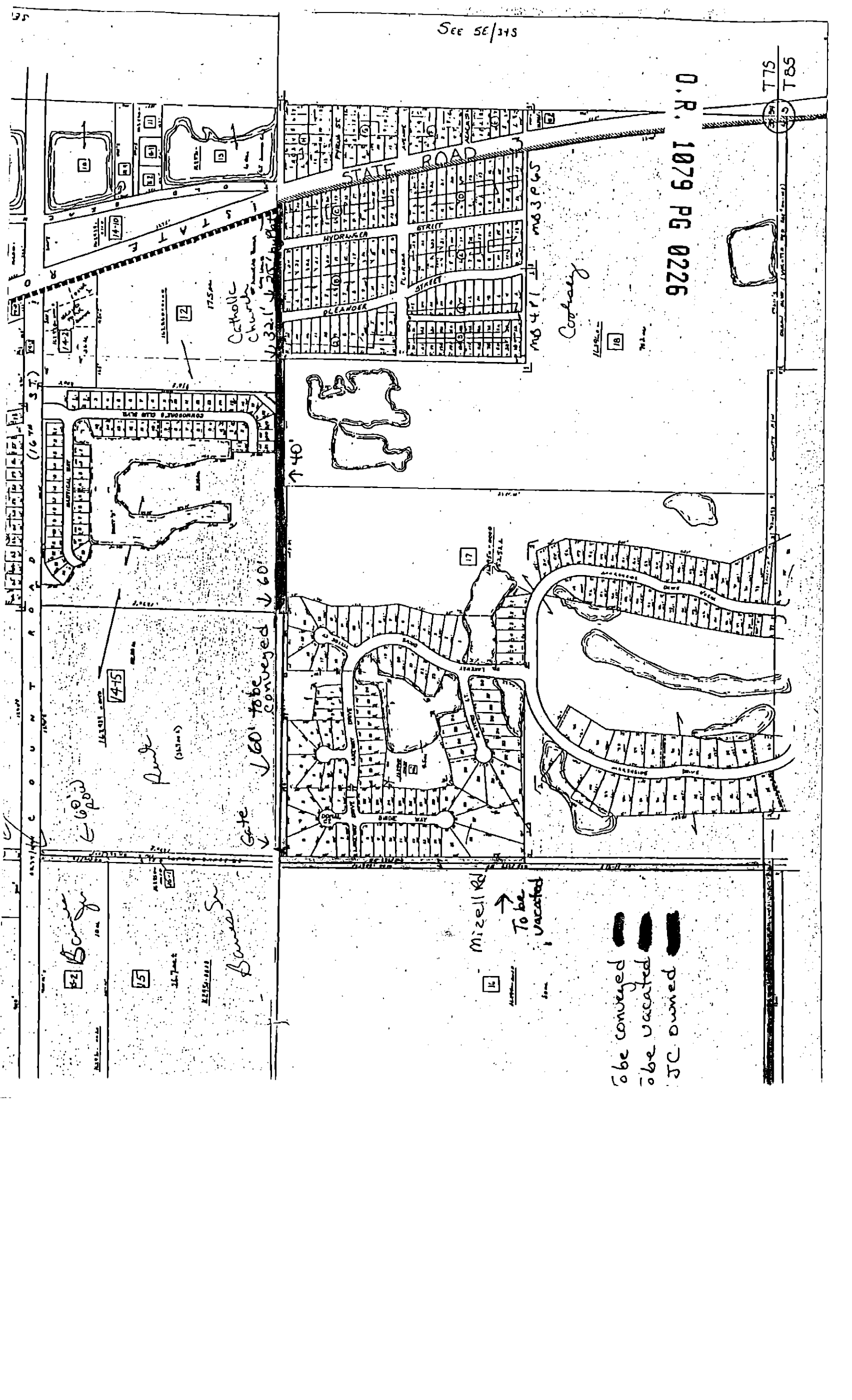
**CLARY & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD  
JACKSONVILLE, FLORIDA 32217  
(904) 260-2703  
*Gregory B. Clary*  
GREGORY B. CLARY, P.L.S. CERT. NO. 3377

**LEGEND**

- CONCRETE MONUMENT
- x-x FENCE
- IRON PIPE SET
- IRON PIPE FOUND
- x CROSS CUT

O.R. 1079 PG 0226



Catholic Church  
17.5 ac  
132' x 257' Plat

Copied

Gate  
60' to be conveyed

Mizzell Rd  
To be vacated

[Symbol] to be conveyed  
 [Symbol] to be vacated  
 [Symbol] JC owned

14-10  
14-11  
14-12  
14-13  
14-14  
14-15  
14-16  
14-17  
14-18  
14-19  
14-20  
14-21  
14-22  
14-23  
14-24  
14-25  
14-26  
14-27  
14-28  
14-29  
14-30  
14-31  
14-32  
14-33  
14-34  
14-35  
14-36  
14-37  
14-38  
14-39  
14-40  
14-41  
14-42  
14-43  
14-44  
14-45  
14-46  
14-47  
14-48  
14-49  
14-50  
14-51  
14-52  
14-53  
14-54  
14-55  
14-56  
14-57  
14-58  
14-59  
14-60  
14-61  
14-62  
14-63  
14-64  
14-65  
14-66  
14-67  
14-68  
14-69  
14-70  
14-71  
14-72  
14-73  
14-74  
14-75  
14-76  
14-77  
14-78  
14-79  
14-80  
14-81  
14-82  
14-83  
14-84  
14-85  
14-86  
14-87  
14-88  
14-89  
14-90  
14-91  
14-92  
14-93  
14-94  
14-95  
14-96  
14-97  
14-98  
14-99  
14-100

15

16

17

12

18

14-15

Point  
(15.5 ac)

40'

C O O U N T Y

T 7 5  
T 8 5

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I, CARL "BUD" MARKEL, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

**GENERAL WARRANTY DEED**

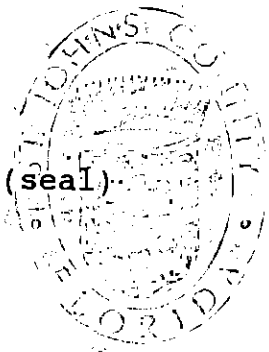
**ACCEPTED FROM MARSH CREEK PARTNERSHIP THAT  
WILL CONVEY A CERTAIN STRIP OF PROPERTY TO ST.  
JOHNS COUNTY; ACCEPTED ON MAY 10, 1994**

as the same appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

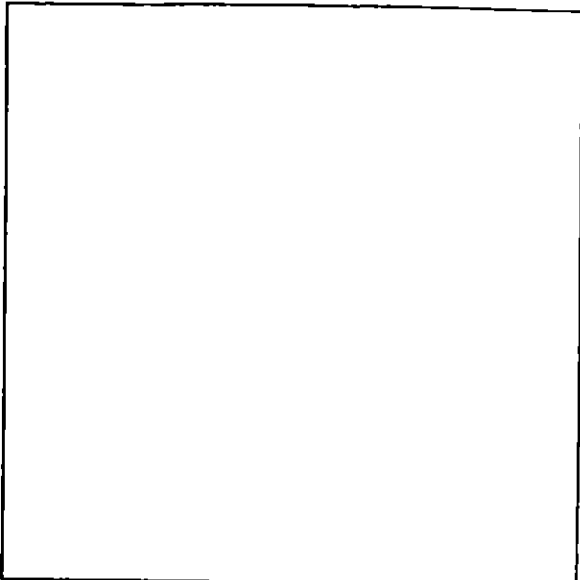
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 26th day of October, 1994.

CARL "BUD" MARKEL,  
CLERK OF THE CIRCUIT COURT  
Ex-officio Clerk of the Board of County  
Commissioners of St. Johns County, Florida

By: Yvonne Carter  
Yvonne Carter, Deputy Clerk



Prepared by and Return to  
Linda Connor Kane  
Holland & Knight  
50 North Laura Street, Suite 3900  
Jacksonville, Florida 32202



**PERMISSIVE USE LICENSE  
AND CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** is made this 24 day of October, 1994, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida Corporation ("Corporation").

**RECITALS:**

A. On or about the date hereof Marsh Creek Partnership has conveyed to the County a parcel of land which is intended to be used for certain public purposes and improvements to be constructed and maintained by the County, a copy of the deed and the legal description of the property ("Property") conveyed is set forth in Exhibit A attached hereto and made a part hereof ("Deed").

B. Corporation has a development agreement with the Marsh Creek Partnership to develop lands which have been incorporated into the Marsh Creek PUD, and as a part of the development agreement, Corporation has agreed to make a contribution to the cost of construction of the road and bridge on 11th Street.

C. In connection with the conveyance, the County and the Corporation, on behalf of the Partnership, have made certain agreements, some of which are set forth in the Deed and the parties desire to set forth the other agreements herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The County hereby agrees that the Partnership and Corporation, and their respective successors, assigns and mortgagees, shall have the right to continue to use the Property for ingress and egress of construction traffic until such time as the completion of the construction of the Mizell Road extension by the County and the County shall not deny or

Recorded in Public Records St. Johns County, FL  
Clerk # 94035245 O.R. 1079 PG 228 02:40PM 10-26-94  
Recording 17.00 Surcharge 2.50

Rec-1700  
Sur. 250 - Bill Co -  
J. Carter

restrict the access of Corporation or Partnership to their properties until alternative access is available. In connection with such use, the Partnership and Corporation shall be permitted to lock or otherwise restrict access to the construction entrance with a locked gate, guard personnel or the methods of restricting access, at the Corporation's cost and expense, provided that the County shall have access thereto.

2. In connection with their use of the Property, Marsh Creek Development Corporation agrees, to the extent permitted by law, to indemnify and hold the Grantee harmless from any and all injury, loss or damage to persons to property arising from or in connection with the use of the Property permitted herein.

3. The Corporation shall pay to the County the sum of Sixty Five Thousand and 00/100 Dollars (\$65,000.00) as a contribution to the construction of the bridge to be constructed by the County, which is intended to cross over the proposed drainage facility at the intersection of Mizell Road and 11th Street. The bridge will be constructed to the St. Johns County standards for private roadways with a paved surface of twenty four (24') feet in width.

The foregoing payment shall be made within ninety (90) days prior to the beginning of the construction of the bridge as requested by the County or prior to the approval of the third Final Development Plan, whichever shall first occur.

4. Corporation shall pay to the County the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) as a contribution for the construction of the proposed extension of Mizell Roadway from 11th Street to 16th Street. Mizell Road shall be constructed to St. Johns County standards for an approved public roadway.

The foregoing payment shall be made within ninety (90) days prior to the beginning of the construction of the extension of the road as requested by the County or prior to the approval of the third Final Development Plan, whichever shall first occur.

5. In consideration of the conveyance of the additional land and the agreement to make the foregoing contributions, St. Johns County agrees to proceed in good faith to expedite the construction of both the bridge crossing and the extension of Mizell Road as soon as reasonably possible.



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

Witnesses:

Yvonne Carter  
Print Name Yvonne Carter  
Patricia DeGrande  
Print Name Patricia DeGrande

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

By: Nicholas M. Meiszer  
Nicholas M. Meiszer  
County Administrator

whose address is:  
P.O. Drawer 349  
St. Augustine, FL 32085

MARSH CREEK DEVELOPMENT  
CORPORATION

By: Roger M. O'Steen  
Roger M. O'Steen  
Its President

whose address is:  
9250 Baymeadows Road, Suite 200  
Jacksonville, Florida 32256

Gregory J. Barbanz  
Print Name GREGORY J. BARBANZ  
Tanya Pederson  
Print Name Tanya Pederson

JAX-98789



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I, CARL "BUD" MARKEL, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

**PERMISSIVE USE LICENSE  
AND CONSTRUCTION AGREEMENT**

**THAT WAS MADE AND ENTERED INTO BY AND BETWEEN  
ST. JOHNS COUNTY AND MARSH CREEK DEVELOPMENT  
CORPORATION ON OCTOBER 24, 1994**

as the same appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 26th day of October, 1994.

CARL "BUD" MARKEL,  
CLERK OF THE CIRCUIT COURT  
Ex-officio Clerk of the Board of County  
Commissioners of St. Johns County, Florida

By: Yvonne Carter  
Yvonne Carter, Deputy Clerk

