

**RESOLUTION NO. 98-151**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE EXECUTION OF A COUNTY DEED RE-CONVEYING AN UNUSED ACCESS EASEMENT TO A LIFT STATION IN MARSH CREEK PER FLORIDA STATUTE 255.22(1).**

**WHEREAS**, Marsh Creek Partnership, a Florida general partnership, granted, without receipt of valuable consideration, to St. Johns County an easement dated June 4, 1991 over a portion of Lot 124, Marsh Creek, Unit One, for ingress and egress for the purpose of maintaining and operating a lift station adjacent to Lot 124, as shown in the attached Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, The easement has never been used for that purpose and is no longer required for access and the owner of Lot 124 has requested in writing that the County re-convey the easement rights; and

**WHEREAS**, pursuant to Florida Statute 255.22 (1) property conveyed to the County for a specific purpose that is not used for such purpose for a period of 60 consecutive months the County may execute and deliver a deed conveying the property to the adjoining property owner or his assigns.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

1. The above whereas clauses are hereby incorporated herein by reference, and it is found that requirements of Section 255.22 (1) F.S. conveying property not used for a specific purpose have been met.

2. The County Deed re-conveying easement rights, in substantially the form attached as Exhibit "B", incorporated by reference and made a part hereof, is approved and shall be executed by the Chairman of the Board of County Commissioners.

3. The Clerk is instructed to record the County Deed in the Official Records of St. Johns County, Florida.

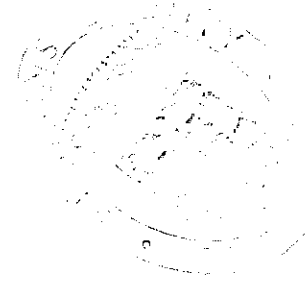
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 11 day of August, 1998.

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

BY: Moses A. Floyd  
Moses A. Floyd, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: Cathleen DeGrande  
Deputy Clerk



O. R. 900 PG 0430

91 17171

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.

O.R. 900 PG 0431

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 [Signature] 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 W. Raebour, 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

O. R. 900 PG 0433

LAW OFFICES

HOLLAND & KNIGHT

1401 MANATEE AVENUE WEST  
P. O. BOX 241  
BRADENTON, FLORIDA 34208  
(813) 747-8350  
FAX (813) 740-8048

2000 INDEPENDENT SQUARE  
P. O. BOX 52687  
JACKSONVILLE, FLORIDA 32201  
(904) 552-2000  
FAX (904) 552-1070

400 NORTH ADKLEY  
P. O. BOX 1200  
TAMPA, FLORIDA 33601  
(813) 227-6500  
FAX (813) 220-0124

52 LAKE WIRE DRIVE  
P. O. BOX 32092  
LAKELAND, FLORIDA 33802  
(813) 682-1101  
FAX (813) 682-1100

CABLE ADDRESS  
H&K MIA  
TELEX 52-3222 MIAMI

1200 BRICKELL AVENUE  
P. O. BOX 015441  
MIAMI, FLORIDA 33101  
(305) 374-2500  
FAX (305) 374-1154

100 NORTH MAGNOLIA AVENUE  
P. O. BOX 1526  
ORLANDO, FLORIDA 32801  
(407) 423-0300  
FAX (407) 423-2327

PLEASE REPLY TO:

Jacksonville

May 20, 1991

One East Broward Blvd.  
P. O. Box 14070  
FORT LAUDERDALE, FLORIDA 33304  
(305) 525-1000  
FAX (305) 403-0000

318 SOUTH CALHOUN STREET  
P. O. DRAWER 810  
TALLAHASSEE, FLORIDA 32309  
(904) 224-7000  
FAX (904) 224-8000

508 SEVENTEENTH STREET, N.W.  
SUITE 400  
WASHINGTON, D. C. 20005  
(202) 555-0550  
FAX (202) 555-0504

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.

O.R. 900 PG 0432

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  $45^{\circ}28'13''$  East, along a Northensterly 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"

Exhibit "B" to Resolution

This Instrument Prepared By:  
Daniel J. Bosanko, Esq.  
Assistant County Attorney  
P.O. Box 1533  
St. Augustine, FL 32085-1533

**COUNTY DEED**

**THIS DEED**, made without warranty of title or warranty of method of conveyance, this \_\_\_\_ day of \_\_\_\_\_, 1998, by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address County Administration Building, 4020 Lewis Speedway, St. Augustine, FL 32095, hereinafter "Grantor", to ALWIN F. REICHERT and JACQUELINE D. REICHERT, his wife, whose address is 329 Marsh Point Circle, St. Augustine, FL, hereinafter called "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

**WITNESSETH;**

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS  
REFERENCE MADE A PART HEREOF (THE "PROPERTY")

Parcel Account Number 172545-1240

This deed is given for the purpose of conveying to the Grantee any and all easement rights granted to St. Johns County, Florida, in Grant of Easement recorded in Official Records Book 900, page 430, of the public records of St. Johns County, Florida.

**TOGETHER** with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**THIS COUNTY DEED** is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;

- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises which may fall within any public street, way or alley;
- e. All acts of Purchases occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.

**RESERVING UNTO THE GRANTOR**, its successors and/or assigns an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

**IN WITNESS WHEREOF** the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

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

BY: \_\_\_\_\_  
Moses A. Floyd, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: \_\_\_\_\_  
Deputy Clerk

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by Moses A. Floyd, Chairman of the Board of County Commissioners of St. Johns County, Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public State of Florida  
My Commission Expires: \_\_\_\_\_



EXHIBIT "A"

A portion of Lot 124, Marsh Creek, Unit One, as recorded in Map Book 20, pages 72 through 92, 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 degrees 28 minutes 18 seconds East, along a Northeasterly line of said Lot 124 a distance of 40.00 feet to a Northwest line of Lot 124; thence South 44 degrees 31 minutes 42 seconds West along a Southwesterly prolongation of said Northwest line a distance of 17.00 feet; thence North 45 degrees 28 minutes 18 seconds 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 degrees 31 minutes 42 seconds East along the last said line 17.00 feet to the Point of Beginning.