

RESOLUTION NO. 2017-336

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A DRAINAGE FACILITIES CONSTRUCTION COST SHARING AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND DANIEL A. MOWREY AND HEATHER M. MOWREY; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY, FLORIDA; AND ACCEPTING GRANT OF EASEMENT.

RECITALS

WHEREAS, Daniel A. Mowrey and Heather M. Mowrey (collectively, "the Mowreys") are the owners of certain vacant real property located in St. Johns County, Florida ("County"), bearing the Parcel Identification Numbers 161240-0010 and 161240-0030; and

WHEREAS, since at least as early as 1990, the County has made continual use of a certain portion of the property, including through the construction, placement, and maintenance of a storm and surface water drainage pipe feeding into a ditch or depression, for the purpose of draining storm and surface water from the adjacent Barcelona Park subdivision and the Matanzas Circle right-of-way on, along, over, through, across or under that portion of the property; and

WHEREAS, after diligent search of the public records and other records in their possession, neither the County nor the Mowreys has located any express, written grant of easement relating to the County's use of the Property; and

WHEREAS, the Mowreys desire to develop the property, including that portion used by the County, and have requested to relocate the County's current drainage facilities and to construct new drainage facilities for the County's use at an alternate location on the property; and

WHEREAS, in order to maintain the County's drainage capacity, facilitate the Mowreys' development of the property, and fully and finally resolve any and all disputes between them relating to the County's use of the property, the County and the Mowreys desire to enter into a formal, written Drainage Facilities Construction Cost Sharing Agreement ("Agreement"), attached hereto as Exhibit A and incorporated herein by reference, providing for sharing the costs of constructing drainage facilities at the new site and releasing any and all claims relating to the County's use of the property; and

WHEREAS, entering into the Agreement serves the interest of the County and resolves uncertainties in the best interest of the public and for a public benefit; and

WHEREAS, pursuant to the Agreement, the Mowreys have also agreed to execute a Grant of Easement in favor of the County for its current use of the property, attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, accepting the Grant of Easement is in the best interest of the County for the health, safety, and welfare of its citizens.

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

Section 1. The above Recitals are true and correct and incorporated by reference into the body of this Resolution and adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County, Florida hereby approves the terms, provisions, and conditions of the Drainage Facilities Construction Cost Sharing Agreement between St. Johns County, Florida and Daniel A. Mowrey and Heather M. Mowrey, and authorizes the County Administrator, or designee, to execute the Drainage Facilities Construction Cost Sharing Agreement on behalf of the County, in substantially the same form and format as attached.

Section 3. The Board of County Commissioners of St. Johns County, Florida hereby accepts the Grant of Easement for the purposes described above.

Section 4. The Clerk is instructed to record the original Grant of Easement in the public records of St. Johns County, Florida.

Section 5. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or content of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 3rd day of October, 2017.

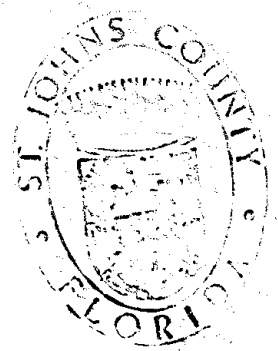
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Ram Halter
Deputy Clerk

RENDITION DATE 10/5/17



DRAINAGE FACILITIES CONSTRUCTION COST SHARING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 14 day of SEPTEMBER, 2017, by and between ST. JOHNS COUNTY, a political subdivision of the state of Florida ("County"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and DANIEL A. MOWREY and HEATHER M. MOWREY, a married couple (collectively, "the Mowreys"), whose address is 24 Marilyn Avenue, St. Augustine, Florida 32080.

RECITALS

WHEREAS, the Mowreys are the owners of certain vacant real property located in St. Johns County, Florida, which is more particularly described in attached Exhibit A, incorporated by reference and made a part hereof ("Property"), and which is illustrated in the sketch of depiction on attached Exhibit B, incorporated by reference and made a part hereof; and

WHEREAS, since at least as early as 1990, the County has made continual use of a certain portion of the Property ("Current Site"), as depicted in Exhibit B, incorporated by reference and made a part hereof, including through the construction, placement, and maintenance of a storm and surface water drainage pipe feeding into a ditch or depression, for the purpose of draining storm and surface water from the adjacent Barcelona Park subdivision and the Matanzas Circle right-of-way on, along, over, through, across or under that portion of the Property; and

WHEREAS, after diligent search of the public records and other records in their possession, neither the County nor the Mowreys has located any express, written grant of easement relating to the County's use of the Property; and

WHEREAS, the Mowreys desire to develop the Property, including that portion used by the County, and have requested to relocate the County's current drainage facilities and to construct new drainage facilities for the County's use at an alternate location on the Property ("New Site"); and

WHEREAS, a preliminary estimate of the total cost of relocating the County's current drainage facilities and constructing new drainage facilities at the New Site is \$27,082.00; and

WHEREAS, in order to maintain the County's drainage capacity, facilitate the Mowreys' development of the Property, and fully and finally resolve any and all disputes between them relating to the County's use of the Property, the County and the Mowreys desire to enter into a formal, written agreement providing for sharing the costs of constructing drainage facilities at the New Site; granting easements for the County's use of the New Site and of Current Site, until the drainage facilities at the New Site are complete; and releasing any and all claims relating to the County's use of the Property; and

WHEREAS, entering into this Agreement serves the interest of the County and resolves uncertainties in the best interest of the public and for a public benefit.

NOW THEREFORE, in consideration of the mutual obligations set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, the County and the Mowreys, do hereby agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein as part of this Agreement for all purposes.

2. The Mowreys' Obligations.

a. Construction of Drainage Facilities. The Mowreys shall construct and install, or have constructed and installed, at the New Site drainage facilities to the specifications of the design plan provided by the County and in compliance with any and all applicable County standards. Any changes or modifications to the design plan must be approved by the County. The drainage facilities shall be for the exclusive use of the County.

b. The Mowreys' Contribution. The Mowreys shall fund the work specified in subsection 2.a., above, and be reimbursed by the County for up to one-half (1/2) of the total cost, up to a maximum total cost of \$27,082.00. If the total cost exceeds \$27,082.00, a maximum of \$13,541.00 shall be contributed by the County, and the Mowreys shall pay the remainder.

c. Grant of Access. The Mowreys shall provide the County access to the Property during, and upon completion of, the work specified in subsection 2.a, above, for purposes of inspecting the work.

d. Grant of Easements. The Mowreys shall execute such grants of easement, to be prepared by the County, as necessary to permit the County's use of the Property at New Site and the use of the Property at the Current Site until the work specified in subsection 2.a., above, is complete.

e. Warranty Period. The Mowreys shall warranty the work specified in subsection 2.a, above, for a period of twelve (12) months after the completion of the work and acceptance by the County ("Warranty Period"). Upon written notice from the County to the Mowreys that any aspect of the work specified in subsection 2(a) is found not to be in good repair, the work shall be corrected by the Mowreys. Such correction shall be made without further cost to, or contribution by, the County. The scope of the warranty shall include all damage caused by such defect, deficiency, deterioration, departure, or other condition necessitating correction, along with any correction of damages caused by its repair, replacement, or correction. For the purposes of this provision, "good repair" shall mean a condition free from any defect, functional problem, or structural deterioration (except from ordinary and natural wear) which appreciably reduces the effectiveness or efficiency of the property or material contemplated for the purpose(s) intended, or any departure from the standards of original construction or applicable permits pertaining to the property at issue.

3. The County's Obligations.

a. Design of Drainage Facilities. At its sole expense, the County shall provide the Mowreys with a design plan for the construction and installation of drainage facilities at the New Site. Any changes or modifications to the design plan must be approved by the County.

b. County Reimbursement. The County shall reimburse the Mowreys one-half (1/2) of the total cost for the work specified in subsection 2.a, above, up to a maximum County reimbursement of \$13,541.00.

c. Inspection. During and upon completion of the work specified in subsection 2.a, above, the County shall inspect the work for compliance with the design specifications and any and all applicable County standards.

d. Maintenance and Release after Warranty Period. Upon the expiration of the Warranty Period, the County shall operate and maintain, at its sole expense, the drainage facilities constructed and installed pursuant to subsection 2.a., above, and shall release and hold the Mowreys harmless from any claims related to the drainage facilities that are in existence at the time of the expiration of the Warranty Period. Such release shall be self-executing, and no further documentation or action shall be necessary for the release to become effective; provided, however, that any claims or disputes of which the Mowreys have been provided notice prior to the expiration of the Warranty Period shall operate to toll the Warranty Period until such claims or disputes have been resolved or abandoned in writing.

4. Availability of Funds. The parties understand and acknowledge that the County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts in order to provide funds needed for the County's performance under this Agreement, the County makes no express commitment to provide such funds in any given County fiscal year. Moreover, it is expressly noted that the Mowreys cannot demand that the County provide any such funds in any given County fiscal year. The parties further understand and acknowledge that, pursuant section 129.07, Florida Statutes, funds expended by the County under this Agreement shall not exceed the amount appropriated in the County's budget for that purpose.

5. Release and Settlement. The Mowreys, their successors and assigns, hereby release and discharge the County of and from any and all claims, lawsuits, liability, damages, costs, expenses, and fees, including attorneys' fees, of every kind and nature, whether known or unknown, which the Mowreys have, may have, or at any time heretofore had, related to or by reason of the County's use of the Property or the drainage, intrusion, entry, or presence of stormwater or surface water on, along, over, through, across, or under the Property.

6. Relationship of the Parties. The parties agree that this Agreement does not and shall not be construed as or constitute an agency, partnership, joint venture, or other fiduciary or confidential relationship between the County and the Mowreys.

7. Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent occasion. No waiver of any portion of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

8. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

9. Compliance with all Local, State, and Federal Rules, Regulations, and Laws. Each of the parties shall abide by and comply with all applicable local, state, and federal laws, rules, regulations, orders, and policies in performance of this Agreement. To the extent that any party must obtain any permit, license, or approval in order to perform its obligations under this Agreement, that party shall be responsible for obtaining such permit, license, or approval at its own expense.

10. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall lie exclusively in St. Johns County, Florida.

11. Severability. If any part of this Agreement is declared illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such part shall be severable, and the remainder of this Agreement shall remain in effect.

12. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, either oral or written, among the parties hereto relating to the subject matter of this Agreement except those fully expressed herein, and each party agrees that, in entering into this Agreement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

13. Negotiated Agreement. This Agreement was negotiated and prepared by both parties with each party having had the opportunity to consult with counsel and advisers of their own choosing. The parties have agreed to the text of this Agreement, and none of the provisions hereof shall be construed against either party on the ground that such party is the author of this Agreement or any part thereof.

14. Section Headings. Section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

15. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile, and each counterpart shall be deemed an original and all of which together will constitute one and the same instrument.

16. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

17. Authority to Execute. Each party to this Agreement covenants to the other party that it has the lawful authority to enter into this Agreement and that it has authorized the execution of this Agreement by the representative noted below.

18. Effective Date. This Agreement shall be effective on the date of the last signature of the parties hereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the County and the Mowreys have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

(sign) _____
(print) _____

By: _____
Michael D. Wanchick
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by MICHAEL D. WANCHICK, as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

(sign) [Signature]
(print) Margo Greer

(sign) [Signature]
(print) Margo Greer

DANIEL A. MOWREY AND HEATHER
M. MOWREY, A MARRIED COUPLE

By: [Signature]
Daniel A. Mowrey

By: [Signature]
Heather M. Mowrey

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of September, 2017, by DANIEL A. MOWREY, who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of September, 2017, by HEATHER M. MOWREY, who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF "THE PROPERTY"

PARCEL A

Parcel 1 -

A part of the East 1/2 of the Northwest 1/4 and also a part of the portion of the Northeast 1/4 of the Southwest 1/4 lying Northerly of Fish Island Road both lying in Section 28, Township 7 South, Range 30 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Beginning use the Southwest corner of Barcelona Park, as recorded in Plat Book 8, Page 97, public records of said County; thence North 00 degrees 42 minutes 00 seconds East 550.29 feet along the West line of said Barcelona Park, thence North 89 degrees 16 minutes 30 seconds West, along the South boundary of El Granada Unit 2 as recorded in Plat Book 14, Page 84, public records of said County 290 feet to the Marsh line; thence continue North 89 degrees 16 minutes 30 seconds West 50.00 feet; thence South 00 degrees 42 minutes 00 seconds West, parallel with said West line of Barcelona Park, 550.29 feet to the intersection with a line that bears North 89 degrees 16 minutes 30 seconds West from the Point of Beginning; thence South 89 degrees 16 minutes 30 seconds East, parallel with said South boundary of El Granada Unit 2 a distance of 275.49 feet to said marsh line; thence continue South 89 degrees 16 minutes 30 seconds East 64.51 feet to the Point of Beginning.

Parcel 2-

A PARCEL OF LAND IN EAST HALF OF THE NORTHWEST QUARTER IN SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BARCELONA PARK, AS RECORDED IN PLAT BOOK 8, Page 97, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00 DEGREES 42 MINUTES 00 SECONDS EAST 230.00 FEET ALONG THE WEST LINE OF SAID BARCELONA PARK TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 42 MINUTES 00 SECONDS EAST 155.00 FEET ALONG THE WEST LINE OF SAID BARCELONA PARK; THENCE NORTH 89 DEGREES 16 MINUTES 30 SECONDS WEST 340.00 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 00 SECONDS WEST 155.00 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 30 SECONDS EAST 340.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT from both parcels that certain property conveyed by Warranty Deed to James J. McAdams and Lucienne Z. McAdams, husband and wife as tenants by the entirety, dated that 11th day of January 1991 and recorded in Official Records 884, page 1264, public records of St. Johns County, Florida.

Parcels 1 and 2 also described as follows:

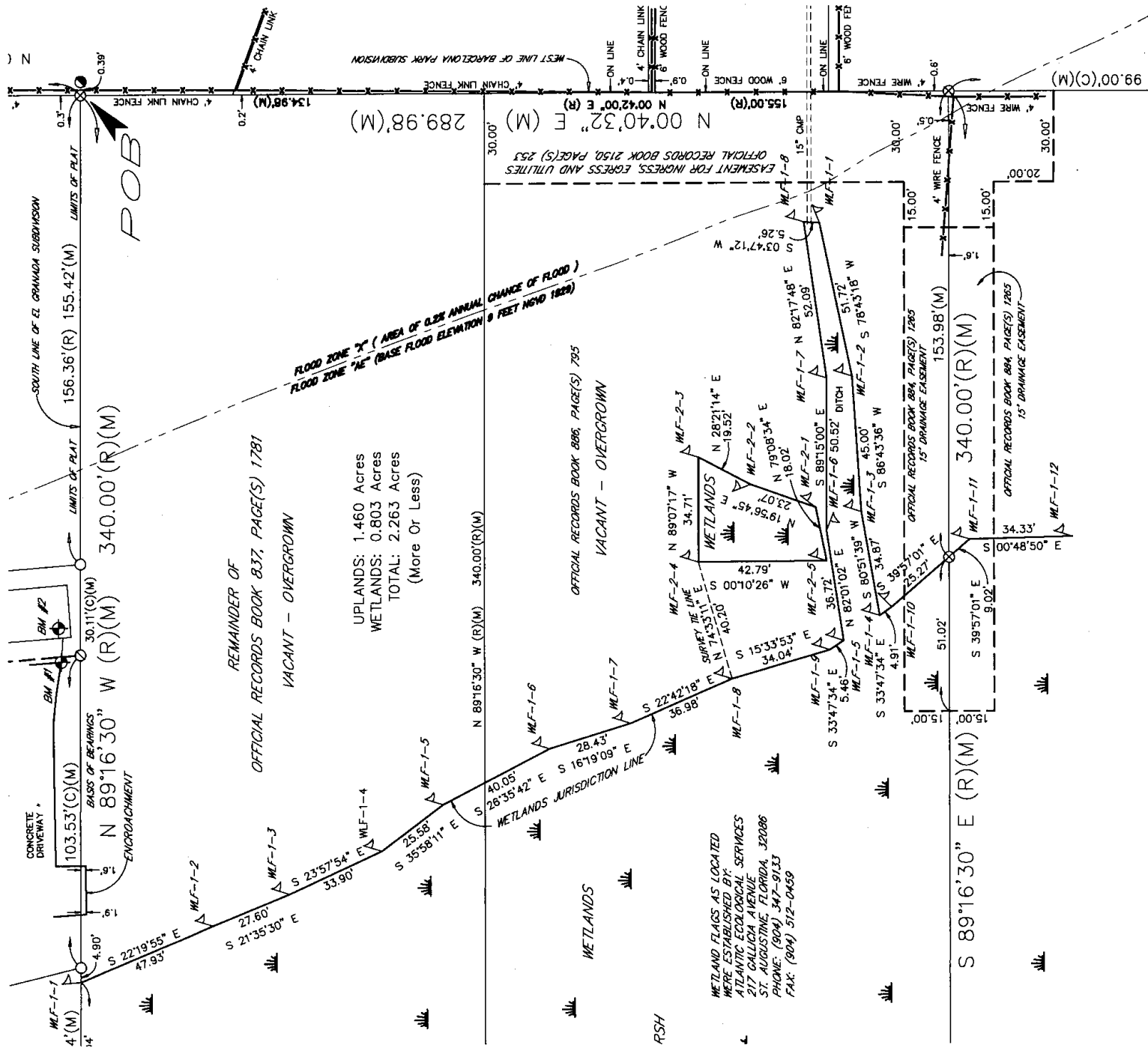
A part of the East 1/2 of the Northwest 1/4 and also a part of the portion of Northwest 1/4 of the Southwest 1/4 lying Northerly of Fish Island Road, both lying in Section 28, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Being at the intersection of the South line of El Granda Subdivision – Unit 2, as recorded in Plat Book 8, Page 84, of the public records of said county, with the West line of Barcelona Park, as recorded in Plat Book 8, Page 97, of said public records; thence N 89°16'30" W, along said south line of El Granda Subdivision a distance of 340.00 feet to the East line of those lands described in O.R. Book 748, Page 1922 of said public records; thence S 00°40'32" W, along said East line of said lands described in O.R. Book 748, Page 1922, a distance of 289.98 feet, to the Northwest corner of those lands described in O.R. Book 884, Page 1265, of said public records; thence S 89°16'30" E, along the North line of said lands described in O. R. Book 884, Page 1265, a distance of 340.00 feet to the West line of said Barcelona Park; thence N 00°40'32" E, along said West line of Barcelona Park, a distance of 289. 98 feet to the Point of Beginning of the herein described parcel.

Said Parcel being those lands previously described in O.R. Book 837, Page 1781 , Less and Except those lands described in O.R. Book 884, Page 1265, public records of said county.

PARCEL B

For a point of beginning use the Southwest corner of Barcelona Park, as recorded in Plat Book 8, Page 97, Public Records of said county; thence S 00°42'00" W 50.0 feet, thence N 89°16'30" W 340.00 feet, thence N 00°42'00" E 50.0 feet, thence South 89°16'30" E 340.00 feet to the point of beginning.



UPLANDS: 1.460 Acres
 WETLANDS: 0.803 Acres
 TOTAL: 2.263 Acres
 (More Or Less)

WETLAND FLAGS AS LOCATED
 WERE ESTABLISHED BY:
 ATLANTIC ECOLOGICAL SERVICES
 217 GALLIOLA AVENUE
 ST. AUGUSTINE, FLORIDA 32086
 PHONE: (904) 342-9133
 FAX: (904) 512-0469

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS EASEMENT executed and given this 7th day of SEPTEMBER, 2017, by DANIEL A. MOWREY and HEATHER M. MOWREY, A MARRIED COUPLE, whose address is 24 Marilyn Avenue, St. Augustine, Florida 32080, hereinafter called the "Grantors," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantors hereby give, grant, dedicate, and convey to the Grantee, its successors and assigns forever, an unobstructed right-of-way and non-exclusive permanent easement with the right, privilege, and authority to said Grantee, its successors and assigns, the right to construct, lay, use, maintain, improve, and/or repair either above or below the surface of the ground storm and surface water drainage facilities, on, along, over, through, across or under the following described land, situate in St. Johns County, Florida, to wit:


Property as described on attached Exhibit "A", incorporated by reference and made a part hereof, and as illustrated in the sketch of description on attached Exhibit "B", incorporated by reference and made a part hereof.

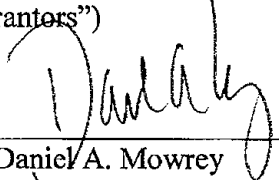
TOGETHER with the right to said Grantee its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.


IN WITNESS WHEREOF, Grantors have hereunto set hand and seal on the day and year first above written.

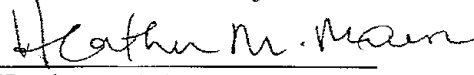
Signed, sealed and delivered in the presence of:

DANIEL A. MOWREY and HEATHER M. MOWREY, A MARRIED COUPLE
("Grantors")

(sign) 
(print) Margo Geer

By: 
Daniel A. Mowrey

(sign) 
(print) Margo Geer

By: 
Heather M. Mowrey

STATE OF FLORIDA
COUNTY OF ST. JOHNS

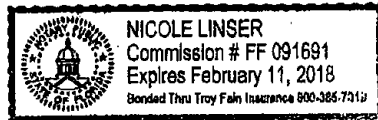
The foregoing instrument was acknowledged before me this 7th day of September, 2017, by DANIEL A. MOWREY, who is personally known to me or has produced _____ as identification.



Nicole Linsler
Notary Public
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of September, 2017, by HEATHER M. MOWREY, who is personally known to me or has produced _____ as identification.



Nicole Linsler
Notary Public
My Commission Expires: _____

EXHIBIT "A" TO GRANT OF EASEMENT

LEGAL DESCRIPTION

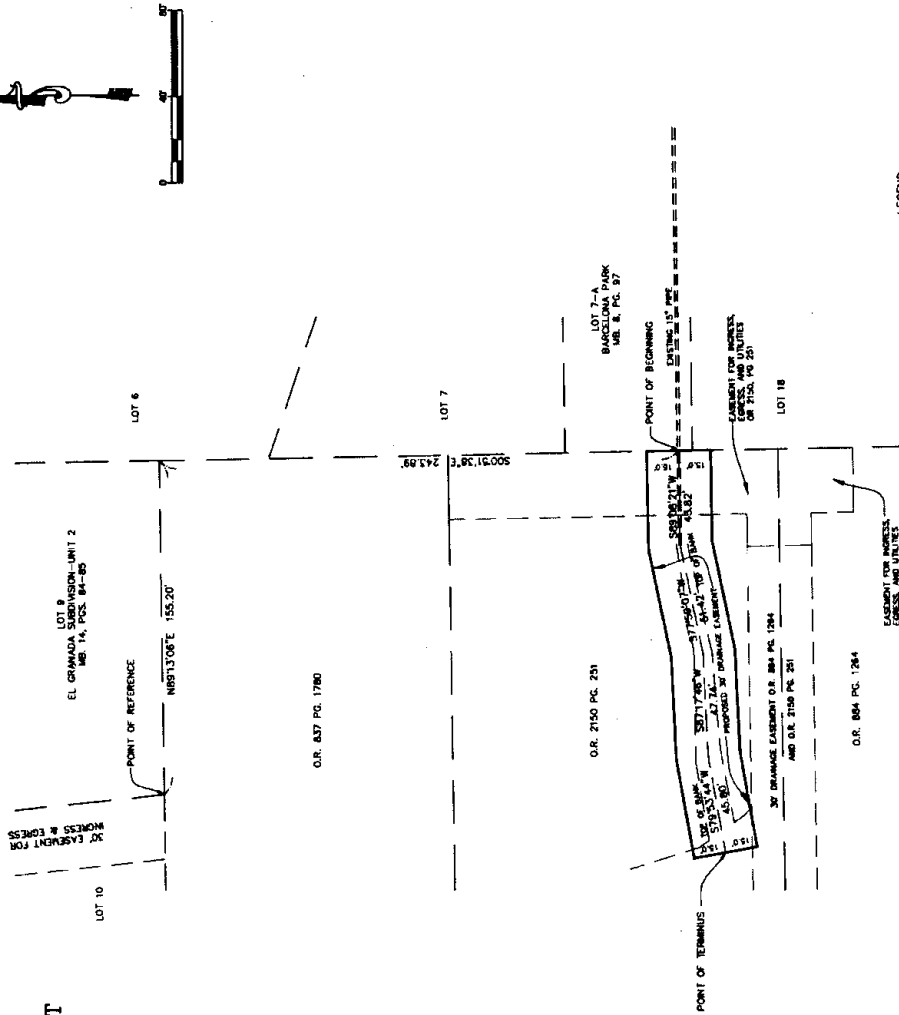
A THIRTY FOOT EASEMENT LYING FIFTEEN FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

A PORTION OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 9, EL GRANADA SUBDIVISION-UNIT 2, AS RECORDED IN MAP BOOK 14, PAGES 84 AND 85, OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 89°13'06" EAST, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 155.20 FEET; THENCE SOUTH 00°51'38" EAST, ALONG THE WEST LINE OF BARCELONA PARK, AS RECORDED IN MAP BOOK 8, PAGE 97 OF AFOREMENTIONED PUBLIC RECORDS, A DISTANCE OF 243.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°08'21" WEST A DISTANCE OF 43.82 FEET; THENCE SOUTH 77°59'07" WEST A DISTANCE OF 51.33 FEET; THENCE SOUTH 87°17'46" WEST A DISTANCE OF 47.74 FEET; THENCE SOUTH 79°53'44" WEST A DISTANCE OF 45.80 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE BEING DESCRIBED.

PARCEL CONTAINING 5,663.0 SQUARE FEET, MORE OR LESS.

MAP SHOWING A SKETCH OF DESCRIPTION OF A
 PORTION OF SECTION 28,
 TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST.
 JOHNS COUNTY, FLORIDA.
 FOR: ST. JOHNS COUNTY UTILITY DEPARTMENT



LEGEND
 MB: MAP BOOK
 PA: PLAT
 OF: OFFICIAL RECORDS
 PG(S): PAGE(S)

- SURVEYOR'S NOTES:
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
 3. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/90.
 4. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
 5. TOP OF BANK AND EXISTING PIPE WERE TAKEN FROM A DRAWING BY ANCIENT CITY SURVEYORS, INC. JOB NO. 16-576, DATED 12/12/2016.
 6. DESCRIPTION FURNISHED SEPARATELY.
 7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2018.

AMENDMENTS

PATRICIA GAIL OLIVER, P.S.M. NO. 4544
 PROFESSIONAL SURVEYOR AND MAPPER
 SKETCH DATE: AUGUST 11, 2017

MOWREY DRAINAGE EASEMENT

SKETCH OF DESCRIPTION



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION

500 SAN SEBASTIAN VIEW
 ST AUGUSTINE, FLORIDA 32084

Phone: (904) 808-0770 Email: gcoliver@sjct.us

DRAWN BY: CILEY
 FILE NUMBER: S-2744
 SHEET NO. 1
 OF 1