

RESOLUTION NO. 93-143

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 Two Phase III.

WHEREAS, a portion of the land to be subjected to the plat of Marsh Creek Unit Two Phase III 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 Two Phase III from the terms and conditions of the Easement.

WHEREAS, the release of all lands described in the plat of Marsh Creek Unit Two Phase III from the terms and conditions of said easement will not adversely effect the purpose of said easement and such reliance is in accordance with the terms and limitations providing for such modification as a contingent provision of said 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 subject to the plat of Marsh Creek Unit Two Phase III shall be 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 Chair to execute the Release on its behalf.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 14th day of September, 1993.

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

By: *Simon Balawage*
Its Chair

Attest: Carl "Bud" Markel, Clerk

By: *Patricia G. Grande*
Deputy Clerk



RELEASE OF LAND

EASEMENT-SPRAY IRRIGATION CONTRACT

THIS RELEASE is made this 14th day of September, 1993, by and between THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA, THE SUCCESSOR OWNER AND OPERATOR OF THE ASSETS OF 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 "County") 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 Sanitary District 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 Two Phase III."

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

1. The land more fully described on Exhibit A attached hereto and made a part hereof ("Unit Two-Phase III 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, including without limitation, all payments due in connection therewith, 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

PARC Group Communities
By FM Southeast, Inc.

[Handwritten Signature]
Linda Connors Kous
(Print or type name)

By: Arthur W. Mullin
Arthur W. Mullin
Its President

[Handwritten Signature]
Marsha T. Shamm
(Print or type name)

(CORPORATE SEAL)

THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA, the successor owner and operator of the assets of ANASTASIA SANITARY DISTRICT OF ST. JOHNS COUNTY

By: [Handwritten Signature]

Attest: Carl "Bud" Markel
County Clerk
By [Handwritten Signature]
(Print or type name) Amy Bennett
Deputy Clerk

Its Chairman

(COUNTY SEAL)



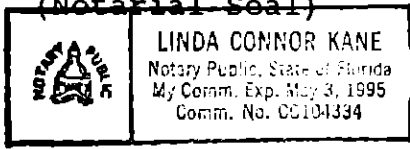
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of August, 1993, by Arthur W. Mullin, Vice 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 and did not take an oath.

Linda Connor Kane

Notary Public
Linda Connor Kane
(Print or type name)
My Commission Expires:
Commission Number:
(Notarial Seal)



STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14 day of September, 1993, by Linda Balsavage, the Chairman of the Board of County Commissioners, ST. JOHN COUNTY, FLORIDA, the successor owner and operator of the assets of ANASTASIA SANITARY DISTRICT OF ST. JOHNS COUNTY, by and for the 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)
My Commission Expires: 01-26-96
Commission Number: 175632
(Notarial Seal)

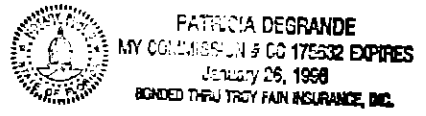


EXHIBIT A

CAPTION:

A portion of Section 33, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: BEGIN at the intersection of the Northeasterly line of Lot 26, as shown on the plat of Marsh Creek Unit Two, as recorded in Map Book 22, Pages 104 through 113, inclusive of said Public Records with the Southeasterly right-of-way line of Marshside Drive (a 60 foot right-of-way, as now established), said right-of-way line being the arc of a curve leading Northeasterly; thence along and around the arc of said curve, concave Southeasterly, having a radius of 460.93 feet, an arc distance of 139.83 feet, said arc being subtended by a chord bearing and distance of North 56°51'54" East, 139.30 feet to the point of compound curvature of a curve leading Easterly; thence along and around the arc of said curve, concave Southeasterly, having a radius of 337.91 feet, an arc distance of 62.92 feet, said arc being subtended by a chord bearing and distance of North 70°53'25" East, 62.83 feet; thence South 21°18'22" East, 106.52 feet; thence South 42°52'47" West, 79.18 feet; thence North 86°50'11" West, 44.61 feet; thence North 63°27'26" West, 130.00 feet, to the POINT OF BEGINNING.

Containing 19,667 square feet, more or less, in area.