

RESOLUTION NO. 96 - 59

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO DRAINAGE EASEMENTS FOR THE REPLACEMENT OF AN EXISTING PIPE IN THE ARAQUAY PARK SUBDIVISION.

WHEREAS, drainage improvements are necessary in the Araquay Park Subdivision; and

WHEREAS, no record easement currently exists for a drainage pipe that needs replacing that extends easterly from a catch basin in the right-of-way of Indian Bend Road to the Intracoastal Waterway; and

WHEREAS, the owners of both abutting properties have granted to St. Johns County the Drainage Easements, attached hereto as Exhibits A and B, incorporated by reference and made a part hereof.

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

Section 1. The above described Drainage Easements are hereby accepted by the Board of County Commissioners of St. Johns County, Florida.

Section 2. The Clerk is instructed to record the Easements in the official records of St. Johns County, Florida and forward a certified copy of this Resolution and Easements to each Grantor.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 9th day of April, 1996.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Ronald Jordan
Chairman - Donald Jordan

ATTEST: Carl "Bud" Markel, Clerk

By: Worrene Carter
Deputy Clerk

4448

DRAINAGE EASEMENT

THIS GRANT OF EASEMENT made as of March 12, 1996, by and between Melvin D. Harvey and Shirley J. Harvey, his wife, ("Grantors"), whose address is 417 Indian Bend Road, St. Augustine, Florida 32095, and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 349, St. Augustine, Florida, 32085-0349, Attn: County Administrator, ("Grantee").

W I T N E S S E T H :

Grantors, for ten dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant to Grantee, its successors and assigns forever, a non-exclusive perpetual easement and right to maintain, repair and improve a drainage system under and/or through the property owned by the Grantors more particularly shown and described on Exhibit A, attached hereto, incorporated by reference and made a part hereof.

TOGETHER, with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful or convenient in said lands, together also with the right and easements, privileges, and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

Grantors reserve for itself and its successors and assigns the right to use the easement area for all purposes that do not interfere with the easement rights granted herein. Grantors existing structure within the easement does not and will not interfere with the easement rights. By acceptance of this Drainage Easement Grantee agrees for itself and its successors and assigns to promptly restore the surface of the land to its condition existing prior to any construction. Grantee further agrees to diligently complete any construction or maintenance activities so as to minimize the interference with Grantor's use of the easement area and adjacent property. Upon Grantee's completion of the construction of the improvements on Grantor's property, the Grantee shall repair and restore as completely as practicable the vegetation and surface, but not necessarily the elevation of Grantor's property to a condition comparable to the condition it was in immediately prior to initial entry.

Rec-13⁰⁰
Sur-2⁰⁰
Doc-70¢
Sirket - Y. Carter
Bill Co -

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement on the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTORS

(sign) [Signature]
(print) _____

Melvin D Harvey
Melvin D. Harvey

(sign) Mary A Blount
(print) Mary Ann Blount

(sign) [Signature]
(print) _____

Shirley J Harvey
Shirley J. Harvey


(sign) Mary A Blount
(print) Mary Ann Blount

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I am a notary public of the State of Florida, and my commission expires: 12-21-98.

THE FOREGOING INSTRUMENT was acknowledged before me on March 12, 1996, by Melvin D. Harvey and Shirley J. Harvey, who are personally known to me or who have produced _____ as identification and they did / did not take an oath.

Mary A Blount
Notary Public, State of FL

Seal  MARY ANN BLOUNT
Notary Public, State of Florida
My comm. expires Dec. 21, 1998
Comm. No. CC 428448

Print Name: Mary Ann Blount

EXHIBIT "A"

The Southerly five (5') feet of the following described property:

The north half of Lot 25 and all of Lot 26 of Block "C", Araquay Park Subdivision as recorded in Map Book 3, Page 66 of the Public Records of St. Johns County, Florida.

DRAINAGE EASEMENT

THIS GRANT OF EASEMENT made as of March 18, 1996, by and between Roger C. Mussells and Martha A. Mussells, his wife, ("Grantors"), whose address is 41739 Indian Bend Road, St. Augustine, Florida 32095, and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 349, St. Augustine, Florida, 32085-0349, Attn: County Administrator, ("Grantee").

W I T N E S S E T H :

Grantors, for ten dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant to Grantee, its successors and assigns forever, a non-exclusive perpetual easement and right to maintain, repair and improve a drainage system under and/or through the property owned by the Grantors more particularly shown and described on Exhibit A, attached hereto, incorporated by reference and made a part hereof.

TOGETHER, with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful or convenient in said lands, together also with the right and easements, privileges, and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

Grantors reserve for itself and its successors and assigns the right to use the easement area for all purposes that do not interfere with the easement rights granted herein. Grantors existing structure within the easement does not and will not interfere with the easement rights. By acceptance of this Drainage Easement Grantee agrees for itself and its successors and assigns to promptly restore the surface of the land to its condition existing prior to any construction. Grantee further agrees to diligently complete any construction or maintenance activities so as to minimize the interference with Grantor's use of the easement area and adjacent property. Upon Grantee's completion of the construction of the improvements on Grantor's property, the Grantee shall repair and restore as completely as practicable the vegetation and surface, but not necessarily the elevation of Grantor's property to a condition comparable to the condition it was in immediately prior to initial entry.

Dr + Let - Y. Carter
Bill Co -
Rec - 13.00
Sur - 2.00
Doc - 70¢

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement on the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTORS

(sign) [Signature]
(print) STUART CANN

[Signature]
Roger C. Mussells

(sign) [Signature]
(print) Mary Ann Blount

[Signature]
Martha A. Mussells

(sign) [Signature]
(print) STUART CANN

(sign) [Signature]
(print) Mary Ann Blount

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I am a notary public of the State of Florida, and my commission expires: 12-21-98.

THE FOREGOING INSTRUMENT was acknowledged before me on March 18, 1996, by Roger C. Mussells and Martha A. Mussells, who are personally known to me or who have produced _____ as identification and they did / did not take an oath.

[Signature]
Notary Public, State of Fla.

Seal

Print Name: Mary Ann Blount



MARY ANN BLOUNT
Notary Public, State of Florida
My comm. expires Dec. 21, 1998
Comm. No. CC 428448

EXHIBIT "A"

The Northerly five (5') feet of the following described property:

Lot 24 and the South one-half of Lot 25 Block "C", Unit 1, Araquay Park, according to map thereof as recorded in Map Book 3, Page 66 of the Public Records of St. Johns County, Florida.