

RESOLUTION NO. 2001-190

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TEMPORARY DRAINAGE EASEMENTS FROM MARSHALL CREEK, LTD., TO ST. JOHNS COUNTY FOR DRAINAGE PURPOSES.

WHEREAS, Marshall Creek, Ltd., a Florida limited partnership, has submitted to the County executed Temporary Drainage Easements, attached hereto as Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" incorporated by reference and made a part hereof; and

WHEREAS, the County has determined in order to ensure future lot owners sufficient drainage rights temporary easements will be granted to allow use of the adjacent land for drainage by the future lot owners within the Subdivision; and

WHEREAS, the easements will no longer be necessary once the additional land adjacent to the Subdivision is platted.

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

Section 1. The Temporary Drainage Easements attached hereto as Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" are hereby accepted.

Section 2. The Clerk is instructed to record the original Temporary Drainage Easements in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 18~~th~~ day of September, 2001.

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

By: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

Christina A. Strickland
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

TEMPORARY DRAINAGE EASEMENT

This Temporary Drainage Easement is given this 6th day of June, 2001, by **MARSHALL CREEK, LTD.**, a Florida limited partnership ("Grantor") to ST. JOHNS COUNTY ("Grantee").

RECITALS

A. Grantor has submitted to Grantee a proposed plat of a single family subdivision to be known as Marshall Creek DRI Unit A-One (the "Subdivision").

B. Grantor owns additional lands adjacent to the Subdivision which Grantor plans to plat into additional subdivisions in the future.

C. A stormwater drainage pipe is required from South Loop Parkway north to the Village Center lake. A drainage easement is therefore shown over the adjacent lands owned by Grantor to be platted as future subdivisions.

D. In its review of the proposed plat of the Subdivision, Grantee has determined that in order to ensure to future lot owners sufficient drainage rights a temporary easement be granted to allow use of the adjacent land for drainage by the future lot owners within the Subdivision.

E. The temporary drainage easement will no longer be necessary once the additional land adjacent to the Subdivision is platted.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor does grant and declare as follows:

(i) Grantor hereby grants to Grantee, its successors and assigns, a temporary drainage easement over and across the real property described on the attached Exhibit A (the "Easement Area"). The drainage easement shall terminate automatically without necessity of any further documentation immediately upon the recordation of a plat that includes the Easement Area as a drainage easement within its boundaries.

(ii) Grantee, by its acceptance of its easement, agrees that this easement is temporary and shall terminate immediately upon recordation of a plat that includes the Easement Area as a drainage easement within its boundaries.

(iii) Grantor reserves to itself and its successors and assigns all rights in the Easement Area not inconsistent with its use as a temporary drainage easement.

IN WITNESS WHEREOF, Grantor has caused this temporary easement to be executed by its duly authorized officer as of the day and year first above written.

Signed, sealed and delivered in the presence of:

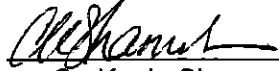
MARSHALL CREEK, LTD., a Florida limited partnership

By: HINES/MARSHALL CREEK, LTD., a Florida limited partnership, as its sole general partner

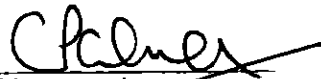
By: HINES MANAGEMENT, L.L.C., a Delaware limited liability company, as its sole general partner

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, as its sole general partner

(MMS) By: 
C. Kevin Shannahan
Its: Executive Vice President
Address: 5 Ravinia Drive
Atlanta, GA 30305

mt


Print: CAROLINE PALMER


Print: Karen Brock

DRAINAGE EASEMENT AREA:

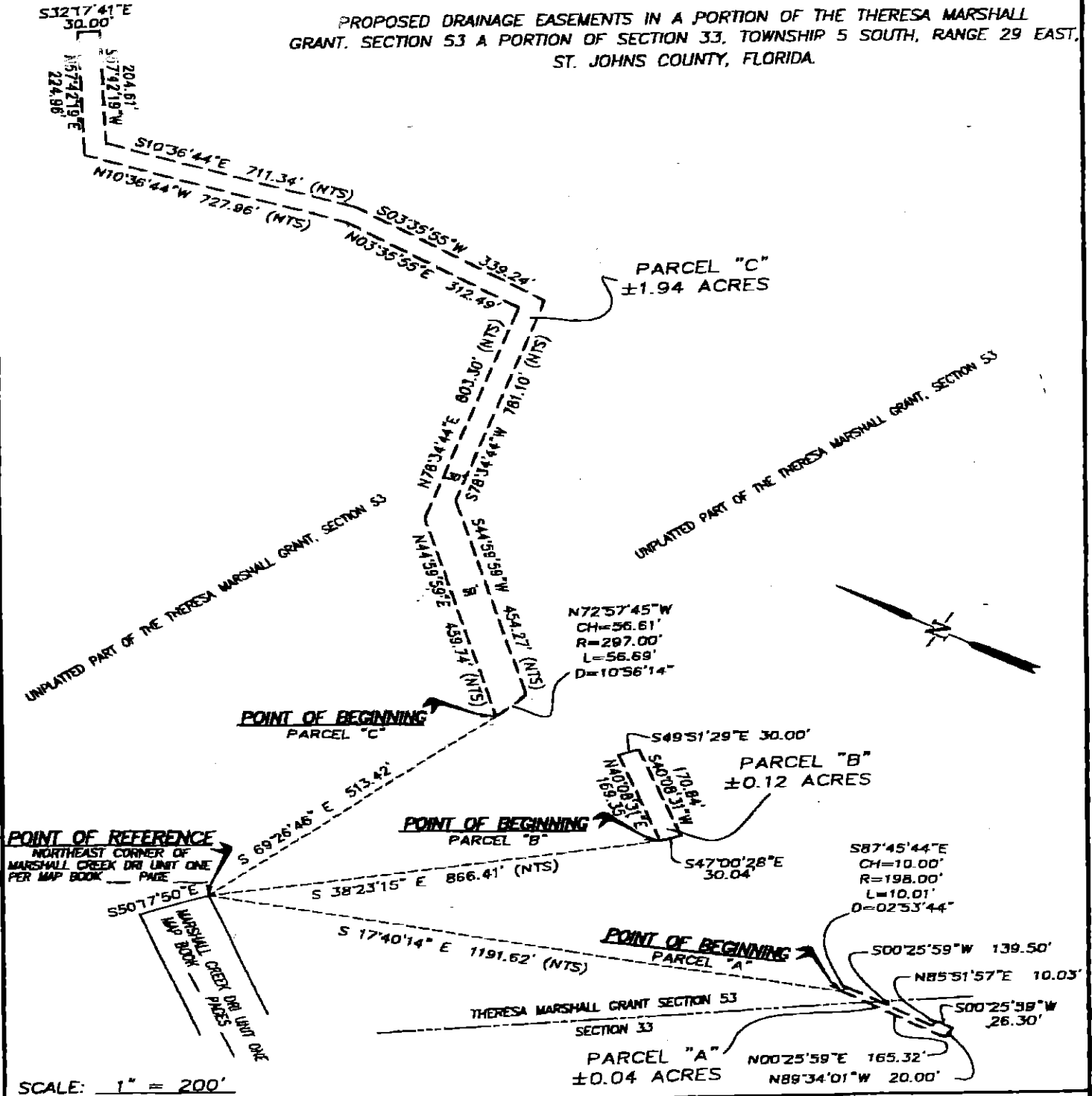
A PORTION OF THE THERESA MARSHALL GRANT, SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF MARSHALL CREEK DRI UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN MAP BOOK , PAGE ; THENCE SOUTH 69°26'46" EAST, 513.42 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE NORTH 44°59'59" EAST, 459.74 FEET; THENCE NORTH 78°34'44" EAST, 803.30 FEET; THENCE NORTH 03°35'55" EAST, 312.49 FEET; THENCE NORTH 10°36'44" WEST, 727.96 FEET; THENCE NORTH 57°42'19" EAST, 224.96 FEET; THENCE SOUTH 32°17'41" EAST, 30.00 FEET; THENCE SOUTH 57°42'19" WEST, 204.61 FEET; THENCE SOUTH 10°36'44" EAST, 711.34 FEET; THENCE SOUTH 03°35'55" WEST, 339.24 FEET; THENCE SOUTH 78°34'44" WEST, 781.10 FEET; THENCE SOUTH 44°59'59" WEST, 454.27 FEET; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 297.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 72°57'45" WEST, 56.61 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.94 ACRES, MORE OR LESS.

MAP SHOWING SKETCH OF

PROPOSED DRAINAGE EASEMENTS IN A PORTION OF THE THERESA MARSHALL GRANT. SECTION 53 A PORTION OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.



LEGEND:
PC=POINT OF CURVATURE
PT=POINT OF TANGENCY
D=DELTA ANGLE
R=RADIUS
CH=CHORD
L=LENGTH
MB=MAP BOOK
PG=PAGE
NTS=NOT TO SCALE

NOTES:
1.) BEARINGS SHOWN HEREON REFER TO THE BEARING S50°17'49"E FOR THE NORTH LINE OF MARSHALL CREEK DRI UNIT ONE.
2.) THIS IS NOT A SURVEY. THE SPECIFIC PURPOSE OF THIS SKETCH IS TO ACCOMPANY LEGAL DESCRIPTIONS OF PROPOSED DRAINAGE EASEMENTS IN THE MARSHALL CREEK DEVELOPMENT.

EXHIBIT "B" TO RESOLUTION

TEMPORARY DRAINAGE EASEMENT

This Temporary Drainage Easement is given this 6 day of JUNE, 2001, by **MARSHALL CREEK, LTD.**, a Florida limited partnership ("Grantor") to **ST. JOHNS COUNTY** ("Grantee").

RECITALS

A. Grantor has submitted to Grantee a proposed plat of a single family subdivision to be known as Marshall Creek DRI Unit A-1 (the "Subdivision").

B. Grantor owns additional lands adjacent to the Subdivision which Grantor plans to plat into additional single family subdivisions in the future.

C. A stormwater drainage pipe is required along the western boundary of Lot 32 from the adjacent roadway to the adjacent wetland. A 10 ft. drainage easement is therefore shown over Lot 32 of the Subdivision, and the drainage easement will be extended 10 ft. into the adjacent lands owned by Grantor in future subdivisions.

D. In its review of the proposed plat of the Subdivision, Grantee has determined that in order to ensure to future lot owners sufficient drainage rights a temporary easement be granted to allow use of the adjacent land for drainage by the future lot owners within the Subdivision.

E. The temporary drainage easement will no longer be necessary once the additional land adjacent to the westerly boundary of Lot 32 of the Subdivision is platted.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor does grant and declare as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a temporary drainage easement over and across the real property described on the attached Exhibit A (the "Easement Area"). The drainage easement shall terminate automatically without necessity of any further documentation immediately upon the recordation of a plat that includes the Easement Area as a drainage easement within its boundaries.

2. Grantee, by its acceptance of its easement, agrees that this easement is temporary and shall terminate immediately upon recordation of a plat that includes the Easement Area as a drainage easement within its boundaries.

3. Grantor reserves to itself and its successors and assigns all rights in the Easement Area not inconsistent with its use as a temporary drainage easement.

IN WITNESS WHEREOF, Grantor has caused this temporary easement to be executed by its duly authorized officer as of the day and year first above written.

Signed, sealed and delivered in the presence of:

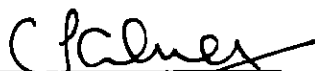
MARSHALL CREEK, LTD., a Florida limited partnership

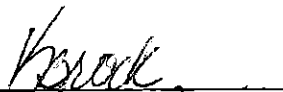
By: HINES/MARSHALL CREEK, LTD., a Florida limited partnership, as its sole general partner


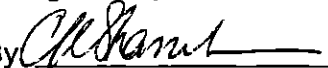
By: HINES MANAGEMENT, L.L.C., a Delaware limited liability company, as its sole general partner

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, as its sole general partner


Print: CAROLINE PALMER

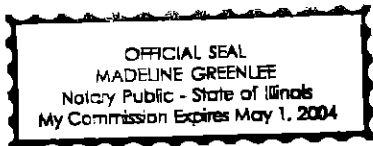

Print: Karen Brock

 By 
C. Kevin Shannahan
Its: Executive Vice President
Address: 5 Ravinia Drive
Atlanta, GA 30305

MA

STATE OF Illinois }
COUNTY OF Cook }SS

The foregoing instrument was acknowledged before me this 6 day of June, 2001, by **C. KEVIN SHANNAHAN**, as Executive Vice President of HINES HOLDINGS, INC., a Texas corporation, as the sole general partner of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, the sole member of HINES MANAGEMENT, L.L.C., a Delaware limited liability company, as the sole general partner of HINES/MARSHALL CREEK, LTD., a Florida limited partnership, as the sole general partner of **MARSHALL CREEK, LTD.**, a Florida limited partnership, on behalf of the partnership.



Madeline Greenlee
(Print Name Madeline Greenlee)
NOTARY PUBLIC,
State of Illinois at Large
Commission # 418197
My Commission Expires: 5/1/04
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

MGT

DRAINAGE EASEMENT AREA:

A PORTION OF THE THERESA MARSHALL GRANT, SECTION 53 AND A PORTION OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF MARSHALL CREEK DRI UNIT ONE, ACCORDING TO MAP THEREOF. RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN MAP BOOK , PAGE ; THENCE SOUTH 17°40'14" EAST, 1191.62 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 198.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 87°45'44" EAST, 10.00 FEET; THENCE SOUTH 00°25'59" WEST, 139.50 FEET; THENCE NORTH 85°51'57" EAST, 10.03 FEET; THENCE SOUTH 00°25'59" WEST, 26.30 FEET; THENCE NORTH 89°34'01" WEST, 20.00 FEET; THENCE NORTH 00°25'59" EAST, 165.32 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.04 ACRES, MORE OR LESS.

EXHIBIT "C" TO RESOLUTION

TEMPORARY DRAINAGE EASEMENT

This Temporary Drainage Easement is given this 6 day of JUNE, 2001, by **MARSHALL CREEK, LTD.**, a Florida limited partnership ("Grantor") to **ST. JOHNS COUNTY** ("Grantee").

RECITALS

- A. Grantor has submitted to Grantee a proposed plat of a single family subdivision to be known as Marshall Creek DRI Unit A-1 (the "Subdivision").
- B. Grantor owns additional lands adjacent to the Subdivision which Grantor plans to plat into additional subdivisions in the future.
- C. A stormwater drainage pipe is required from the Tract A lake northeast approximately 175 ft. to an outfall within Stokes Creek. A 30 ft. drainage easement is therefore shown over the adjacent lands owned by Grantor which may be platted as future subdivisions.
- D. In its review of the proposed plat of the Subdivision, Grantee has determined that in order to ensure to future lot owners sufficient drainage rights a temporary easement be granted to allow use of the adjacent land for drainage by the future lot owners within the Subdivision.
- E. The temporary drainage easement will no longer be necessary if the additional land adjacent to the Subdivision is platted.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor does grant and declare as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a temporary drainage easement over and across the real property described on the attached Exhibit A (the "Easement Area"). The drainage easement shall terminate automatically without necessity of any further documentation immediately upon the recordation of a plat that includes the Easement Area as a drainage easement within its boundaries.
2. Grantee, by its acceptance of its easement, agrees that this easement is temporary and shall terminate immediately upon recordation of a plat that includes the Easement Area as a drainage easement within its boundaries.
3. Grantor reserves to itself and its successors and assigns all rights in the Easement Area not inconsistent with its use as a temporary drainage easement.

WITNESS WHEREOF, Grantor has caused this temporary easement to be executed by its duly authorized officer as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MARSHALL CREEK, LTD., a Florida limited partnership

By: HINES/MARSHALL CREEK, LTD., a Florida limited partnership, as its sole general partner

By: HINES MANAGEMENT, L.L.C., a Delaware limited liability company, as its sole general partner

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member


By: Hines Holdings, Inc., a Texas corporation, as its sole general partner


(MA)

By: 

C. Kevin Shannahan
Its: Executive Vice President
Address: 5 Ravinia Drive
Atlanta, GA 30305

MCT


Print: CAROLINE PALMER


Print: Karen Brock

STATE OF Illinois }
COUNTY OF Cook }SS

The foregoing instrument was acknowledged before me this 6 day of June, 2001, by C. **KEVIN SHANNAHAN**, as Executive Vice President of HINES HOLDINGS, INC., a Texas corporation, as the sole general partner of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, the sole member of HINES MANAGEMENT, L.L.C., a Delaware limited liability company, as the sole general partner of HINES/MARSHALL CREEK, LTD., a Florida limited partnership, as the sole general partner of **MARSHALL CREEK, LTD.**, a Florida limited partnership, on behalf of the partnership.



Madeline Greenlee
(Print Name Madeline Greenlee)
NOTARY PUBLIC,
State of Illinois at Large
Commission # 418197
My Commission Expires: 5/1/04
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

MCT

DRAINAGE EASEMENT AREA:

A PORTION OF THE THERESA MARSHALL GRANT, SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF MARSHALL CREEK DRI UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN MAP BOOK , PAGE ; THENCE SOUTH 38°23'15" EAST, 866.41 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE NORTH 40°08'31" EAST, 169.35 FEET; THENCE SOUTH 49°51'29" EAST, 30.00 FEET; THENCE SOUTH 40°08'31" WEST, 170.84 FEET; THENCE SOUTH 47°00'28" EAST, 30.04 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.12 ACRES, MORE OR LESS.

EXHIBIT "D" TO RESOLUTION
TEMPORARY DRAINAGE EASEMENT

This Temporary Drainage Easement is given this 2 day of August, 2001, by **MARSHALL CREEK, LTD.**, a Florida limited partnership ("Grantor") to **ST. JOHNS COUNTY** ("Grantee").

RECITALS

A. Grantor has submitted to Grantee a proposed plat of a single family subdivision to be known as Marshall Creek DRI Unit C-One (the "Subdivision").

B. Grantor owns additional lands adjacent to the Subdivision which Grantor plans to plat into additional subdivisions in the future.

C. A stormwater drainage pipe is required outside of the plat boundaries and parallel along the northern boundary of Lots 1-6 as well as from the northern boundary of Lot 2 to storm water pond 1-2 associated with the golf course. A 20 ft. drainage easement is therefore shown adjacent to Lots 1 and 2, a 5 ft. easement is shown adjacent to Lots 2-6 and a 30 ft. easement is shown north from Lot 2 to pond 1-2, all within the adjacent lands owned by Grantor to be platted as future subdivisions.

D. In its review of the proposed plat of the Subdivision, Grantee has determined that in order to ensure to future lot owners sufficient drainage rights a temporary easement be granted to allow use of the adjacent land for drainage by the future lot owners within the Subdivision.

E. The temporary drainage easement will no longer be necessary once the additional land of the Subdivision is platted.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor does grant and declare as follows:

(i) Grantor hereby grants to Grantee, its successors and assigns, a temporary drainage easement over and across the real property described on the attached Exhibit A (the "Easement Area"). The drainage easement shall terminate automatically without necessity of any further documentation immediately upon the recordation of a plat that includes the Easement Area as a drainage easement within its boundaries.

(ii) Grantee, by its acceptance of its easement, agrees that this easement is temporary and shall terminate immediately upon recordation of a plat that includes the Easement Area as a drainage easement within its boundaries.

(iii) Grantor reserves to itself and its successors and assigns all rights in the Easement Area not inconsistent with its use as a temporary drainage easement.

IN WITNESS WHEREOF, Grantor has caused this temporary easement to be executed by its duly authorized officer as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MARSHALL CREEK, LTD., a Florida limited partnership

By: **HINES/MARSHALL CREEK, LTD.**, a Florida limited partnership, as its sole general partner

By: **HINES MANAGEMENT, L.L.C.**, a Delaware limited liability company, as its sole general partner

By: **Hines Interests Limited Partnership**, a Delaware limited partnership, its sole member

By: **Hines Holdings, Inc.**, a Texas corporation, as its sole general partner

By: Michael T. Harrison
Michael T. Harrison
Its: Vice President
Address: 5 Ravinia Drive
Atlanta, GA 30305

H. Thomas Rodgers
Print: H. Thomas Rodgers

Michael C. Taylor
Print: Michael C. Taylor

STATE OF Florida }
COUNTY OF St. Johns } SS

The foregoing instrument was acknowledged before me this 2nd day of August, 2001, by **MICHAEL T. HARRISON**, as Vice President of **HINES HOLDINGS, INC.**, a Texas corporation, as the sole general partner of **HINES INTERESTS LIMITED PARTNERSHIP**, a Delaware limited partnership, the sole member of **HINES MANAGEMENT, L.L.C.**, a Delaware limited liability company, as the sole general partner of **HINES/MARSHALL CREEK, LTD.**, a Florida limited partnership, as the sole general partner of **MARSHALL CREEK, LTD.**, a Florida limited partnership, on behalf of the partnership.

Carla Marie Luigs
(Print Name Carla Marie Luigs)
NOTARY PUBLIC



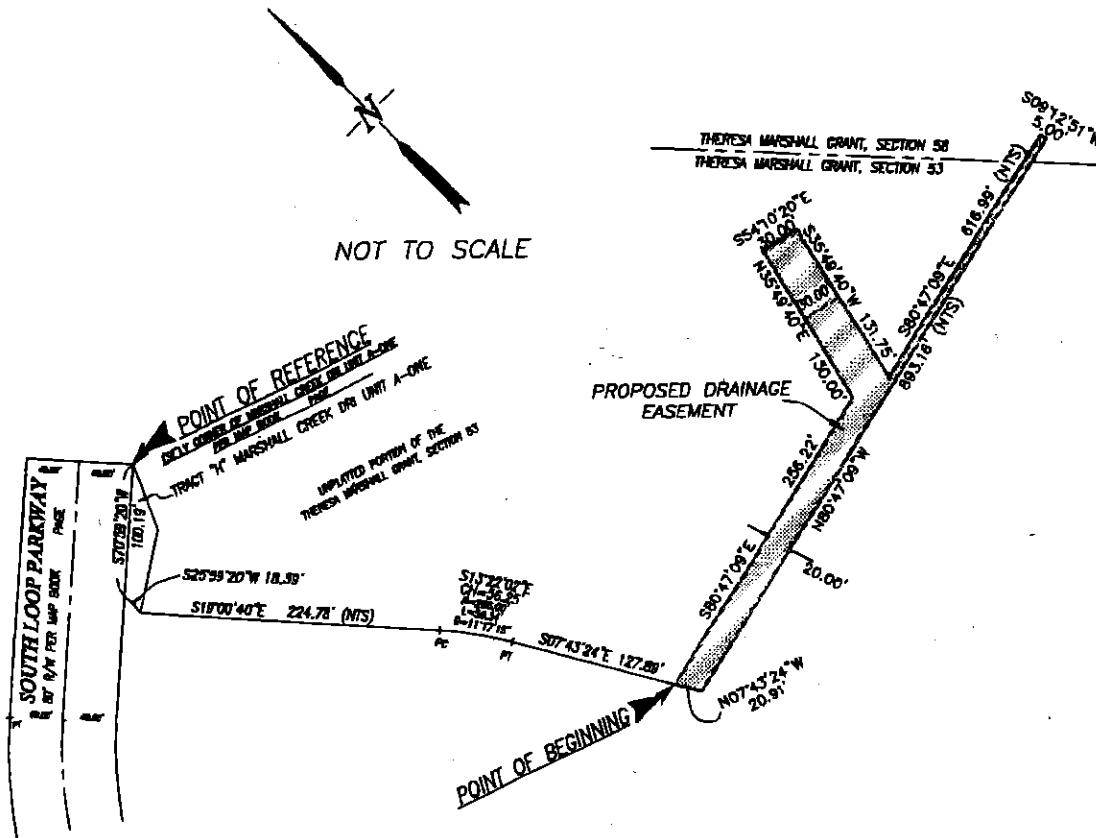
State of Florida at Large
Commission # DD011641
My Commission Expires: May 29, 2005
Personally Known
or Produced I.D.
[check one of the above]
Type of Identification Produced _____

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PORTION OF SECTIONS 53 AND 58 OF THE THERESA MARSHALL GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


FOR POINT OF REFERENCE COMMENCE AT THE SOUTHEASTERLY CORNER OF MARSHALL CREEK DRI UNIT ONE, THENCE SOUTH 70°59'20" WEST, 100.19 FEET; THENCE SOUTH 25°59'20" WEST, 18.39 FEET; THENCE SOUTH 19°00'40" EAST, 224.78 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 286.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 13°22'02" EAST, 56.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°43'24" EAST, 127.89 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE SOUTH 80°47'09" EAST, 256.22 FEET; THENCE NORTH 35°49'40" EAST, 130.00 FEET; THENCE SOUTH 54°10'20" EAST, 30.00 FEET; THENCE SOUTH 35°49'40" WEST, 131.75 FEET; THENCE SOUTH 80°47'09" EAST, 616.99 FEET; THENCE SOUTH 09°12'51" WEST, 5.00 FEET; THENCE NORTH 80°47'09" WEST, 893.16 FEET; THENCE NORTH 07°43'24" WEST, 20.91 FEET TO THE POINT OF BEGINNING.



LEGEND:
 PC=POINT OF CURVATURE
 PT=POINT OF TANGENCY
 D=DELTA ANGLE
 R=RADIUS
 CH=CHORD
 PRC=POINT OF REVERSE CURVATURE
 L=LENGTH
 MB=MAP BOOK
 PG=PAGE
 NTS=NOT TO SCALE

NOTES:
 1.) BEARINGS SHOWN HEREON REFER TO THE BEARING S50°17'49"E FOR THE NORTH LINE OF MARSHALL CREEK DRI UNIT ONE.
 2.) THIS IS NOT A SURVEY. THE SPECIFIC PURPOSE OF THIS SKETCH IS TO ACCOMPANY LEGAL DESCRIPTION OF A PROPOSED DRAINAGE EASEMENT IN THE MARSHALL CREEK DEVELOPEMENT.

PREPARED BY:
PRIVETT & ASSOC.
OF FLORIDA, INC.
 SURVEYORS AND LAND PLANNERS
 2732 TOWNSEND BOULEVARD
 JACKSONVILLE, FLORIDA, 32211
 (904) 743-7658 LB# 4622

 CHARLES ROBERT LEE
 PROFESSIONAL SURVEYOR & MAPPER NO. 5618 FL