

RESOLUTION NO. 2001- 230

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING AN EXCHANGE OF REAL PROPERTY, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, FOR THE RELOCATION OF A PORTION OF THE ANASTASIA ISLAND WASTEWATER TREATMENT PLANT EFFLUENT OUTFALL PIPELINE EASEMENT.

RECITALS

WHEREAS, St. Johns County was granted an easement for a wastewater treatment plant effluent outfall pipeline over and across certain property now owned by Marsh Creek Development Corporation; and

WHEREAS, during the engineering phase of Marsh Creek Unit No. 17, St. Johns County Utility Department requested an additional easement be granted to accommodate any future maintenance and to align the center of the easement with the existing pipeline; as stated in memo attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Marsh Creek Development Corporation has agreed to grant St. Johns County an additional easement for said purposes and in exchange St. Johns County will terminate that portion of the original easement not used or needed for the pipeline, both more particularly described in Termination of Grant of Easement and Grant of Easement attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, said proposed exchange of property is in the best interest of the public and has been advertised in accordance with the requirements of Section 125.37, Florida Statutes.

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

1. The above stated recitals are incorporated by reference as findings of fact and conclusions of law.
2. The exchange of real property is hereby authorized pursuant to law.

3. The Termination of Grant of Easement and Grant of Easement as described in Exhibit "B", is hereby approved for execution by the Chairman of the Board and the Clerk in instructed to record the original in the public records of St. Johns County, Florida.

PASSED AND ADOPTED, this 4th day of December, 2001.

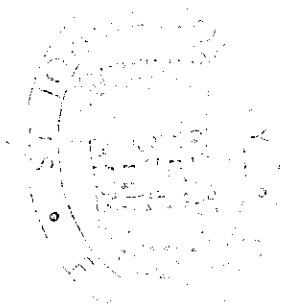
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeStande
Deputy Clerk

Rendition Date 12-06-01





ST. JOHNS COUNTY
UTILITY DEPARTMENT
2175 Mizell Road
P.O. Drawer 3006
St. Augustine, Florida 32085-3006

I N T E R O F F I C E M E M O R A N D U M

TO: Mary Ann Blount, Real Estate Manager
Laurie Braddock, Real Estate Officer

FROM: Herbert A. Van Der Mark
Construction Manager of Utilities *H.A.V.*

SUBJECT: Marsh Creek Unit 17 Plat
Relocation of a portion of the Anastasia Island Wastewater Treatment Plant
Outfall Utility Easement.

DATE: November 14, 2001

Please be informed that the survey maps and the legal description of the easement to be abandoned and the easement to be granted as replacement have been reviewed in reference to the existing 27" PVC wastewater effluent outfall piping.

The relocation of the outfall easement is required to provide an increase in width to accommodate any future maintenance and to align the center of the easement with the existing pipeline.

Prepared by and Return to:
Linda Connor Kane, Esquire
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, FL 32202

**TERMINATION OF GRANT OF EASEMENT
AND
GRANT OF EASEMENT**

THIS INSTRUMENT is made this ____ day of _____, 2001, by and between **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation, successor to Thompson Bros. Realty, Inc., a Florida corporation, Marion J. Ryman, individually, and Barnett Banks Trust Company, National Association and Marion J. Ryman as Co-Trustees of the Trust under the Will of Harold E. Ryman, deceased ("Thompson/Ryman") ("Grantor"), whose address is 4314 Pablo Oaks Court, Jacksonville, Florida 32224, and **ST. JOHNS COUNTY, FLORIDA**, successor to Anastasia Sanitary District ("Grantee"), whose address is Post Office Drawer 349, St. Augustine, Florida 32058-0349.

WITNESSETH:

WHEREAS, Thompson/Ryman granted an easement for a sewer treatment plant outfall line, access thereto, and other services beneficial to the public, over and across the easement parcels contained in that certain Grant of Easement dated March 9, 1987, and recorded March 13, 1987, in Official Records Book 737, page 1921 of the public records of St. Johns County, Florida (the "Original Easement"); and

WHEREAS, Grantor and Grantee have agreed to terminate the Original Easement and substitute therefor and grant a new easement for the same purposes.

WHEREAS, Grantee is authorized to enter into this agreement pursuant to the terms of Section 125.37 of the Florida Statutes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantee does hereby remise, release and forever terminate all easement rights granted over and across the portion of the land subject to the Original Easement as more particularly described on Exhibit "A" attached hereto and by reference made a part hereof and as depicted on Exhibit "A-1" attached hereto (referred to herein as "Released Easement Property"), and said portion of the Original Easement over and across the Released Easement Property is terminated and shall be of no further force, effect or encumbrance on the Released Easement Property and the owner of all or any part of the Released Easement Property may occupy, transfer, encumber or convey the Released Easement Property free and clear of the terms and conditions of the Original Easement.

2. Grantor does hereby and by these presents assign, convey, remise, release and grant unto Grantee a thirty (30) foot perpetual, non-exclusive easement for a sewer treatment plant outfall line, access thereto, and other services beneficial to the public, over, under and across the parcel or parcels of real property described on Exhibit "B" attached hereto and by reference made a part hereof and depicted on Exhibit B-1 attached hereto (the "Easement Property"). The foregoing easement is a covenant running with the land and shall be binding upon the owners of the Easement Property, their successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of

MARSH CREEK DEVELOPMENT
CORPORATION, a Florida corporation

Sign: _____

Print Name: _____

By: _____

Gregory J. Barbour,
Its President

Sign: _____

Print Name: _____

"GRANTOR"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by Gregory J. Barbour, the President of Marsh Creek Development Corporation, a Florida corporation, for and on behalf of said corporation. He is personally known to the undersigned or has produced _____ as identification.

(Signature of Notary Public)

(Print Name of Notary Public)
NOTARY PUBLIC, State of Florida
My Commission expires:
Commission No.:

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA

Sign: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____

Sign: _____
Print Name: _____

"GRANTEE"

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____, the _____ of the Board of County Commissioners of St. Johns County, Florida, for and on behalf of said Board. He is personally known to the undersigned or has produced _____ as identification.

(Signature of Notary Public)

(Print Name of Notary Public)
NOTARY PUBLIC, State of Florida
My Commission expires:
Commission No.:

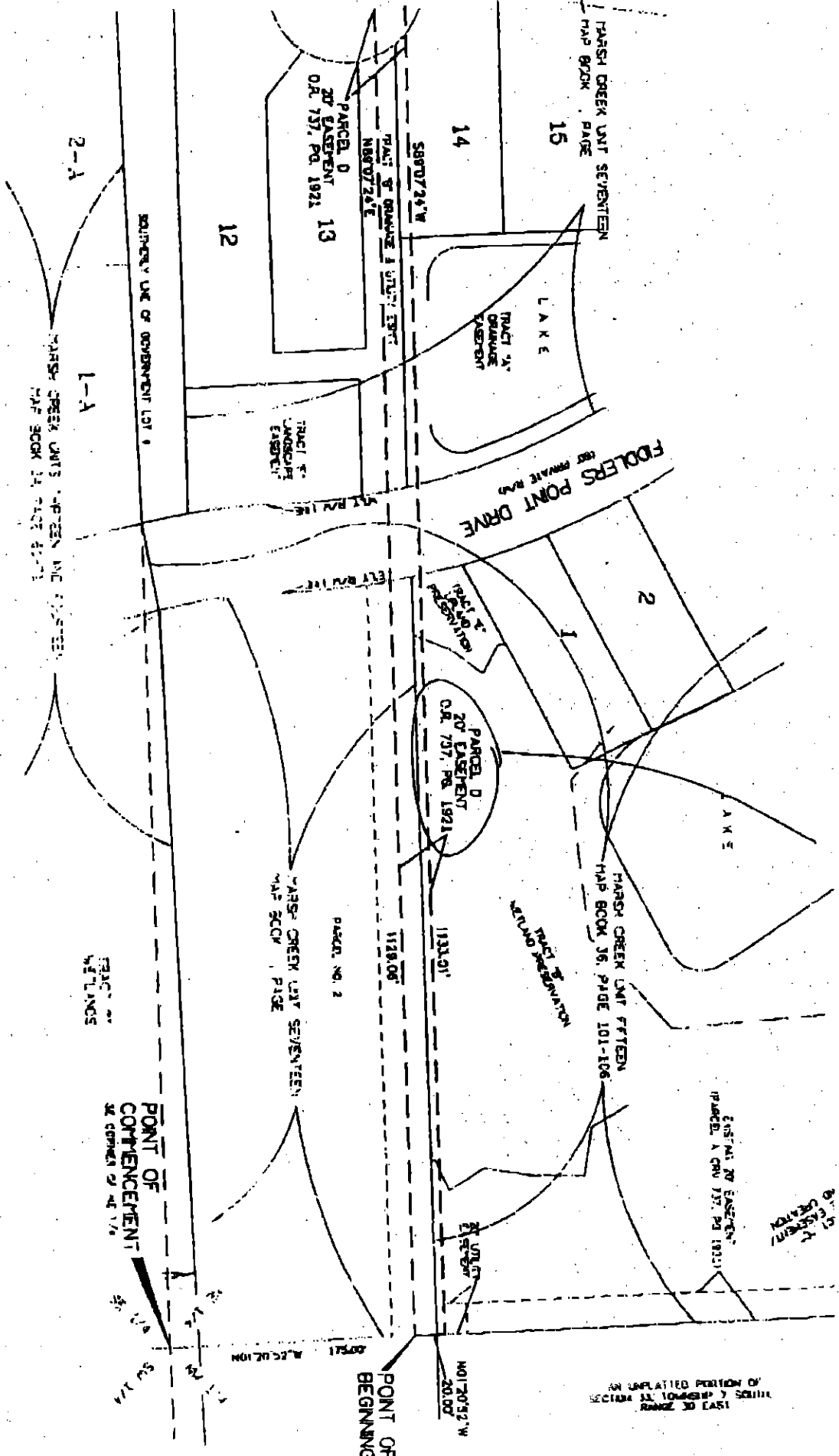
EXHIBIT "A"

Released Easement Property

A PORTION OF PARCEL "D" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 737, PAGE 1921, SAID PORTION LYING WITHIN THE PLATS OF MARSH CREEK UNIT FIFTEEN AS RECORDED IN MAP BOOK 36, PAGES 101 THROUGH 106, AND MARSH CREEK UNIT SEVENTEEN AS RECORDED IN MAP BOOK , PAGES , ALL INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 30 EAST, SAID ST JOHNS COUNTY, FLORIDA; THENCE NORTH 01°20'52" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 32, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°20'52" WEST, ALONG LAST SAID LINE, 20.00 FEET TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 737, PAGE 1921; THENCE SOUTH 89°07'24" WEST, ALONG LAST SAID LINE, 1133.01 FEET TO THE EASTERLY LINE OF TRACT "D" AS SHOWN ON SAID PLAT OF MARSH CREEK UNIT SEVENTEEN; THENCE SOUTHEASTERLY, AND SOUTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 31°36'12" EAST, 13.31 FEET; COURSE NO. 2: SOUTH 16°33'03" WEST, 8.97 FEET THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 737, PAGE 1921; THENCE NORTH 89°07'24" EAST, ALONG LAST SAID LINE, 1129.06 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-1



GRAPHIC SCALE



THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATUTE IN THIS RESPECT. I AM A LICENSED SURVEYOR IN THE STATE OF CALIFORNIA, LICENSE NO. 12711.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
1810 N. 17TH ST.
SANTA ANA, CALIF. 92704

POINT OF COMMENCEMENT
AT CORNER OF 417 1/2'

POINT OF BEGINNING

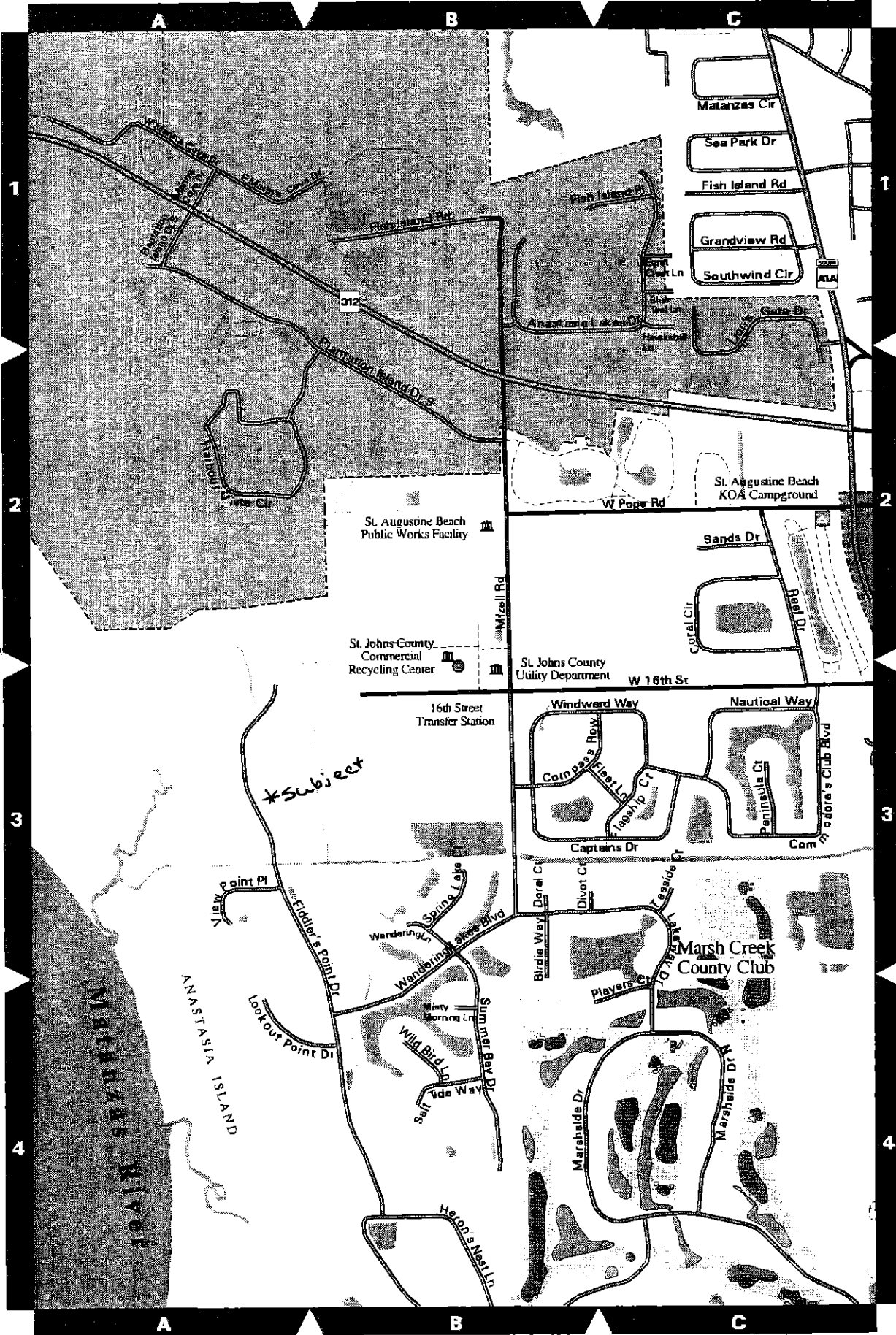
AN UNPLATTED PORTION OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 30 EAST

EXHIBIT "B"

The Easement Property

A PORTION OF FIDDLERS POINT DRIVE (A 60 FOOT PRIVATE RIGHT-OF-WAY) AS SHOWN ON THE PLAT OF MARSH CREEK UNIT FIFTEEN AS RECORDED IN MAP BOOK 36, PAGES 101 THROUGH 106, TOGETHER WITH A PORTION OF MARSH CREEK UNIT SEVENTEEN, AS RECORDED IN MAP BOOK PAGES , ALL INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF TRACT "C" AS SHOWN ON SAID PLAT OF MARSH CREEK UNIT FIFTEEN; THENCE SOUTH $01^{\circ}20'52''$ EAST, ALONG THE EASTERLY BOUNDARY OF PARCEL NO. 2, AS SHOWN ON SAID PLAT OF MARSH CREEK UNIT SEVENTEEN, A DISTANCE OF 30.00 FEET; THENCE SOUTH $89^{\circ}04'59''$ WEST, 506.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID FIDDLERS POINT DRIVE; THENCE SOUTH $87^{\circ}33'07''$ WEST, 60.20 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIDDLERS POINT DRIVE; THENCE SOUTH $89^{\circ}07'24''$ WEST, 290.74 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF RIA MIRADA COURT AS SHOWN ON SAID PLAT OF MARSH CREEK UNIT SEVENTEEN; THENCE SOUTH $89^{\circ}04'35''$ WEST, 99.96 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID RIA MIRADA COURT; THENCE SOUTH $89^{\circ}07'24''$ WEST, 177.18 FEET TO THE EASTERLY LINE OF TRACT "D" AS SHOWN ON SAID PLAT OF MARSH CREEK UNIT SEVENTEEN; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $16^{\circ}33'03''$ EAST, 27.07 FEET; COURSE NO. 2: NORTH $31^{\circ}36'12''$ WEST, 4.86 FEET; THENCE NORTH $89^{\circ}07'24''$ EAST, 172.95 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF RIA MIRADA COURT; THENCE NORTH $89^{\circ}04'11''$ EAST, 87.46 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF RIA MIRADA COURT; THENCE NORTH $89^{\circ}07'24''$ EAST, 297.38 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF FIDDLERS POINT DRIVE; THENCE NORTH $87^{\circ}33'57''$ EAST, 60.63 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF FIDDLERS POINT DRIVE; THENCE NORTH $89^{\circ}04'59''$ EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID MARSH CREEK UNIT FIFTEEN, A DISTANCE OF 510.33 FEET TO THE POINT OF BEGINNING.



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See Page 1118