

RESOLUTION NO. 2003- 248

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS AND ACCEPTING GRANT OF EASEMENTS NECESSARY FOR THE DRAINAGE IMPROVEMENTS FOR WEB FOOT PLACE IN THE CUNNINGHAM CREEK UNIT III SUBDIVISION.

RECITALS

WHEREAS, in order to correct an existing drainage problem that adversely affects the County roads and adjoining property owners in the Cunningham Creek Unit III Subdivision; and

WHEREAS, St. Johns County owns the right-of-way and drainage in contiguous units of Cunningham Creek Unit III Subdivision; and

WHEREAS, Cunningham Creek Unit III Homeowners Association has agreed to the terms in the Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, that will improve this drainage problem and provide positive outfall for the stormwater; and

WHEREAS, as part of the Cunningham Creek Drainage Project the County obtained Grant of Easements for the Homeowners Association and individual lot owners, attached hereto as Exhibits "B", "C", and "D" incorporated by reference and made a part hereof; and

WHEREAS, the County has requested Susan R. Johnson and George Phillip to execute an Agreement as owners of Lot 52, Cunningham Creek Unit III, attached hereto as Exhibit "E", incorporated by reference and made a part hereof; and

WHEREAS, the owners Johnson and Phillip have executed a Temporary Construction Easement for staging purposes, attached hereto as Exhibit "F" incorporated by reference and made a part hereof.

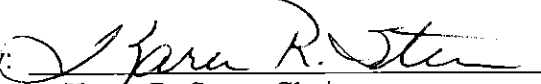
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida; as follows:

1. The above Recitals are hereby incorporated herein by reference and adopted as findings of fact in support of the Resolution.
2. The Board of County Commissioners hereby approves the terms of the Agreement and accepts Grant of Easements authorizes the execution by the County Administrator.
3. The Clerk of the Court is authorized to record the Grant of Easements in the Official Records of St. Johns County, Florida.

4. The Clerk of the Court is instructed to file the Agreements in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16 day of December, 2003.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

EXHIBIT
"A"

TO RESOLUTION

AGREEMENT

THIS AGREEMENT dated 9 day of Nov, 2003 by **CUNNINGHAM CREEK UNIT III HOMEOWNERS ASSOCIATION**, (hereinafter "Homeowners") and **ST. JOHNS COUNTY**, Florida, a political subdivision of the State of Florida (hereinafter "County").

RECITALS

WHEREAS, Cunningham Creek Unit III Homeowners Association has requested the County improve the drainage problems more particularly shown in attached Exhibit "A", attached hereto and made a part hereof.

NOW THEREFORE it is agreed:

1. It is contemplated by the parties that the County will engage in the construction to improve the drainage along Web Foot Place.
2. The Homeowners shall pay the supplier, prior to issuance of a notice to proceed, the bid amount for the cost of the materials that are required to improve the drainage is attached hereto as Exhibit "A".
3. The Homeowners agree to pay, prior to final completion, for any additional materials costs incurred due to change orders. If actual materials costs, at final completion, are less than that in the bid, the County will reimburse the Homeowner's Association for the difference.
4. The County will need to demolish the driveway at Lot 52 for the piping, but will replace the driveway back to its original condition.
5. The trees that lie in the easement area may need to be removed. If they need to be removed the County will not replace the trees but in other areas where landscape or grass may be disturbed those areas will be restored.
6. Preconstruction video and photos shall be required to verify existing conditions. Homeowners agree that the County is not responsible for damages to items put in place by the homeowners after the pre-construction photos.

7. After the completion of the drainage improvements, the County will not be responsible for any maintenance of the easement areas not related to drainage, or storm water discharge.
8. In the event that it becomes necessary for either party to retain an attorney to enforce this agreement, each party shall bear its own attorney's fees and court costs incurred.
9. All of the terms and conditions hereof shall be binding upon and inure the benefit of the parties hereto and their respective legal representatives, successors and assigns.
10. This Agreement shall not be modified without execution in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

Signed, sealed and delivered
In the presence of:

Sheri Mathis
Donald Mathis
Print Witness Name: Donald Mathis
SHERI MATHIS

CUNNINGHAM CREEK UNIT III
HOMEOWNERS ASSOCIATION


By: *Donald Mathis*
Print Name: Donald Mathis
Title: PRESIDENT

Donald F. Black
Print Witness Name: Donald F. Black

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 9th day of November 2003, by Donald Mathis President of Cunningham Creek Unit III Homeowners Association, who produced a driver's license as identification or who is personally known to me.

Frances E. Roe
Notary

 Frances E. Roe
My Commission DD127452
Expires June 20, 2008

ST. JOHNS COUNTY

Print Witness Name _____

Ben W. Adams, Jr.

Print Witness Name _____

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Ben W. Adams, Jr. who is personally known to me.

Notary

Cunningham Creek Drainage Improvements
 WEB FOOT PLACE
 CONSTRUCTION COST ESTIMATE
 3/28/2003

Item Description	Quantity	Unit	Material Unit Cost	Total Material Cost	Labor & Equip Unit Cost	Total Labor & Equip Cost
Mobilization	1	LS	\$0.00	\$0.00	\$920.83	\$920.83
Maintenance of Traffic	1	LS	\$0.00	\$0.00	\$413.45	\$413.45
Erosion Control	1	LS	\$300.00	\$300.00	\$200.00	\$200.00
Excavation	49	CY	\$0.00	\$0.00	\$4.65	\$227.85
Fill	49	CY	\$4.00	\$196.00	\$2.00	\$98.00
SOD	583.7	SY	\$2.10	\$1,225.77	\$2.79	\$1,628.52
Removal Existing Concrete Driveway	422.5	SF	\$0.00	\$0.00	\$2.00	\$845.00
Install Concrete Driveway	422.5	SF	\$1.29	\$545.03	\$0.50	\$211.25
15" HDPE Pipe	233	LF	\$6.80	\$1,584.40	\$3.22	\$750.26
Concrete for Structures	3	EA	\$25.00	\$75.00	\$50.00	\$150.00
Remove Existing Driveway Culvert	20	LF	\$0.00	\$0.00	\$8.20	\$164.00
Mitered End Section 15"	1	EA	\$100.00	\$100.00	\$200.00	\$200.00
Type C Ditch Bottom Inlet	3	EA	\$550.00	\$1,650.00	\$440.00	\$1,320.00
Utility Locates	10	EA	\$0.00	\$0.00	\$300.00	\$3,000.00
SUBTOTAL COST				\$5,676.20		\$10,129.17
CONTINGENCY SUPPLEMENTAL FUNDS 10%	1	LS		\$573.81		\$1,012.92
SUBTOTAL COST				\$6,250.00		\$11,142.08

Grand total Material, Labor and Equipment Costs

\$17,392.09

EXHIBIT
"B"
TO RESOLUTION

Prepared by:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 9 day of Nov, 2003, between **CHARLES W. HAWKINS and KENNA L. HAWKINS, his wife**, whose address is 1918 Web Foot Place, Jacksonville, Florida 32259, hereinafter called Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereafter called Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, the right to construct, lay, maintain improve, and/or repair a drainage ditch and associated equipment either or all, on, along, over, through, across, or under the following described land situate in St. Johns County, Florida to wit:

The northwesterly 7.5 feet of Lot 53, Cunningham Creek, Unit III, as described in Officials Records Book 1778, page 351 of the public records of St. Johns County, Florida.

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, or removing at any time any and all of said improvements upon, over, under, or in said lands, together also with the right and easement, privileges, and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

Donald F. Black
Print Name: Donald F. Black

Sheri A. Mathis
Print Name: Sheri Mathis

CUNNINGHAM CREEK UNIT III HOMEOWNERS ASSOCIATION

By: Donald Mathis
Print Name: Donald Mathis
Title: President



STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of November 2003 by **DONALD MATHIS** as President of **CUNNINGHAM CREEK UNIT III HOMEOWNERS ASSOCIATION** who has produced a drivers license as identification or who is personally known to me.

Frances E Roe
Notary Public
My Commission expires: June 20, 2008



(Lot 53)

Donald S. Lee
Witness: DONALD SLEE, JR

Yvonne D. Slee
Witness: YVONNE D. SLEE

Charles W. Hawkins
Charles W. Hawkins
Kenna L. Hawkins
Kenna L. Hawkins



STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of October 2003 by **CHARLES W. HAWKINS** and **KENNA L. HAWKINS**, who has produced a driver's license as identification or who is personally known to me.

Frances E Roe
Notary



Frances E Roe
My Commission DD127452
Expires June 20, 2008

EXHIBIT
"C"
TO RESOLUTION

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 9 day of Nov, 2003 between **CUNNINGHAM CREEK UNIT III HOMEOWNERS ASSOCIATION**, whose address is 2146 Hawkecrest Drive East, Jacksonville, Florida, 32259 hereinafter called Grantor, and **ST. JOHNS COUNTY, FLORIDA**, political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called the Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever a perpetual non-exclusive easement for the construction and installation of pipes and other equipment constituting the underground drainage system. This easement shall permit the Grantee, its successors and assigns, to discharge all storm water which may fall or come upon all street rights of way dedicated, into, over, across or through said private unobstructed easements as shown on recorded plat, which are dedicated to a property owner association, or other such entity. Cunningham Creek Homeowners Association retains the obligation for maintenance and operation of the drainage easements and will assume all obligation of said maintenance and operation thereof under this plat of the following described real property situated in St. Johns County, Florida, to wit:

Those certain private unobstructed drainage easements in the Cunningham Creek Unit III Subdivision, as recorded in Map Book 21, page 104, of the public records of St. Johns County, Florida.

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, or removing at any time any and all of said improvements upon, over, under, or in said lands, together also with the right and easement, privileges, and appurtenances in and to said land which may be required for the enjoyment of rights herein granted.

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal the day and year first above written.

(Lot 54)

Witness: _____

Peter B. Calabrese



Witness: _____

Martha J. Calabrese

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by **PETER B. CALABRESE** and **MARTHA J. CALABRESE** who has produced a driver's license as identification or who is personally known to me.

Notary

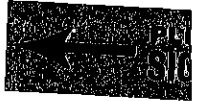
(Lot 55)

Donald Slee, Jr
Witness: DONALD SLEE, JR

Yvonne D. Slee
Witness: YVONNE D. SLEE

Roosevelt Harris
Roosevelt Harris

Velma N. Harris
Velma N. Harris



STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of October, 2003 by **ROOSEVELT HARRIS** and **VELMA N. HARRIS** who has produced a driver's license as identification or who is personally known to me.

Frances E Roe
Notary



Frances E Roe
My Commission DD127482
Expires June 20, 2008

(Lot 54)

Donald Slee Jr.
Witness: DONALD SLEE JR.

Yvonne A. Slee
Witness: YVONNE A. SLEE

Peter B. Calabrese

Peter B. Calabrese

Martha J. Calabrese

Martha J. Calabrese



STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of October 2003 by **PETER B. CALABRESE** and **MARTHA J. CALABRESE** who has produced a driver's license as identification or who is personally known to me.

Frances E. Roe
Notary



Frances E. Roe
My Commission DD127452
Expires June 20, 2006

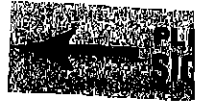
(Lot 55)

Witness: _____

Roosevelt Harris

Witness: _____

Velma N. Harris



STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by **ROOSEVELT HARRIS** and **VELMA N. HARRIS** who has produced a driver's license as identification or who is personally known to me.

Notary

(Lot 56)

Witness: _____

John D. Smith

Witness: _____

Laura P. Smith

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by **JOHN D. SMITH and LAURA P. SMITH** who has produced a driver's license as identification or who is personally known to me.

Notary

(Lot 57)

Donald D. Slez
Witness: DONALD D. SLEZ, Jr.

Francis E. Roe
Witness: FRANCIS E. ROE

John E. Bedford, II

John E. Bedford, II
Allison R. Bedford

Allison R. Bedford

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 15th day of October, 2003 **JOHN E. BEDFORD, II and ALLISON R. BEDFORD** who has produced a driver's license as identification or who is personally known to me.

Frances E. Roe

Notary



Frances E. Roe
My Commission DD127452
Expires June 20, 2008

(Lot 56)

Witness: Arnold Mathis (hus)
Sheri A Mathis
Witness: SHERI MATHIS

John D. Smith
John D. Smith
Laura P. Smith
Laura P. Smith

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of November 2003 by **JOHN D. SMITH** and **LAURA P. SMITH** who has produced a driver's license as identification or who is personally known to me.

Frances E Roe
Notary
Francis E Roe
My Commission DD127452
Expires June 20, 2006

(Lot 57)

Witness: _____

John E. Bedford, II

Witness: _____

Allison R. Bedford

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 **JOHN E. BEDFORD, II** and **ALLISON R. BEDFORD** who has produced a driver's license as identification or who is personally known to me.

Notary

(Lot 58)

Witness: _____

Richard K. Girgasky

Witness: _____

Linda A. Girgasky

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by **RICHARD K. GIRGASKY and LINDA A. GIRGASKY** who has produced a driver's license as identification or who is personally known to me.

Notary

(Lot 59)

Donald S. Search, Jr.

Witness: DONALD SEARCH, JR.

Yvonne D. Slett

Witness: YVONNE D. SLETT

Daniel B. Search

Daniel B. Search

Karen L. Search

Karen L. Search

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of October, 2003 by **DANIEL B. SEARCH and KAREN L. SEARCH**, who has produced a driver's license as identification or who is personally known to me.

Frances E. Roe
Notary



Frances E Roe
My Commission DD127452
Expires June 20, 2008

(Lot 58)

Donald Slee Jr
Witness: DONALD SLEE JR

Yvonne D. SLEE
Witness: YVONNE D. SLEE

Richard K. Girkasky
Richard K. Girkasky

Linda A. Girkasky
Linda A. Girkasky

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of October 2003 by **RICHARD K. GIRGASKY** and **LINDA A. GIRGASKY** who has produced a driver's license as identification or who is personally known to me.

Frances E Roe
Notary



Frances E Roe
My Commission DD127452
Expires June 20, 2006

(Lot 59)

Witness: _____

Daniel B. Search

Witness: _____

Karen L. Search

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by **DANIEL B. SEARCH** and **KAREN L. SEARCH**, who has produced a driver's license as identification or who is personally known to me.

Notary

(Lot 60)

Witness: _____

Therese A. Stern



Witness: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by **THERESE A. STERN**, who has produced a driver's license as identification or who is personally known to me.

Notary

(Lot 61)

Donald Slee, Jr
Witness: DONALD SLEE, JR

Mary Lowery Smith
Mary Lowery Smith



Yvonne D. SLEE
Witness: YVONNE D. SLEE

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of October 2003 by **MARY LOWERY SMITH**, who has produced a driver's license as identification or who is personally known to me.


Frances E Roe
Notary



Frances E Roe
My Commission DD127462
Expires June 20, 2006

(Lot 60)

Donald Mathis
Witness: Donald Mathis

Therese A. Stern
Therese A. Stern 

Sheri A. Mathis
Witness: SHERI A MATHIS

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of October 2003 by **THERESE A. STERN**, who has produced a driver's license as identification or who is personally known to me.

Frances E Roe
Notary



Frances E Roe
My Commission DD127452
Expires June 20, 2006

(Lot 61)

Witness: _____

Mary Lowery Smith 

Witness: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by **MARY LOWERY SMITH**, who has produced a driver's license as identification or who is personally known to me.

Notary

(Lot 62)

Frances E Roe
Witness: _____

Witness: Donald M. Smith (Pres)

Mark L. Self
Mark L. Self
Linda H. Self
Linda H. Self



STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 13th day of October 2003 by **MARK L. SELF and LINDA H. SELF** who has produced a driver's license as identification or who is personally known to me.

Frances E Roe
Notary



Frances E Roe
My Commission DD127452
Expires June 20, 2006

EXHIBIT
"D"

TO RESOLUTION

Prepared by:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 9 day of Nov, 2003, between **SUSAN R. JOHNSON and GEORGE PHILLIP, her husband**, whose address is 1909 Web Foot Place, Jacksonville, Florida 32259, hereinafter called Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereafter called Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, the right to construct, lay, maintain improve, and/or repair a drainage ditch and associated equipment either or all, on, along, over, through, across, or under the following described land situate in St. Johns County, Florida to wit:

The southwesterly 7.5 feet of Lot 52, Cunningham Creek, Unit III, as described in Officials Records Book 1778, page 351 of the public records of St. Johns County, Florida.

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, or removing at any time any and all of said improvements upon, over, under, or in said lands, together also with the right and easement, privileges, and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

Donald Mathis
Print Witness Name: Donald Mathis

Susan R. Johnson
SUSAN R. JOHNSON

Sheri A. Mathis
Print Witness Name: SHERI MATHIS

George Phillip
GEORGE PHILLIP

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of November, 2003 by **SUSAN R. JOHNSON** and **GEORGE PHILLIP**, her husband, as Grantors. They are personally known to me or have produced a driver's license as identification.

Frances E. Roe
Notary Public


 Frances E Roe
My Commission DD127452
Expires June 20, 2006

EXHIBIT
"E"
TO RESOLUTION

AGREEMENT

THIS AGREEMENT dated 9 day of Nov 2003 by **SUSAN R. JOHNSON and GEORGE PHILLIP, her husband**, (hereinafter "Homeowners") and **ST. JOHNS COUNTY**, Florida, a political subdivision of the State of Florida (hereinafter "County").

RECITALS

WHEREAS, Susan R. Johnson and George Phillip, her husband, has requested that the County have an agreement with them on a few issues listed below to the work that will be done on Web Foot Place, Lot 52, Cunningham Creek, Unit III, as follows:

NOW THEREFORE it is agreed:

1. The work on our property that will interfere with the driveway will be completed within 7 working days.
2. Repairs will be made promptly of damages caused to appurtenances in connection with the work, such as the mailbox and the fence.
3. Replacement of all grass, landscaping and shrubbery damaged as part of the drainage work. All trees that are cut down must have the stumps removed.
4. None of the work will interfere with or reduce existing drainage on our property or cause backups that do not currently occur in the easement area only. If this does happen, the county will promptly correct the problem to satisfaction of the homeowners.
5. No work will be done other than in the easement area (the ditch along our property line) without our prior written consent.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

Signed, sealed and delivered

In the presence of:

Donald Mathis
Print Witness Name: Donald Mathis

Sheri A. Mathis
Print Witness Name: SHERI MATHIS

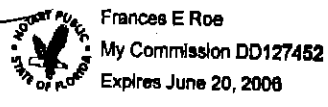
Susan R. Johnson
Susan R. Johnson

George Phillip Johnson
George Phillip

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 9th day of November, 2003, by SUSAN R. JOHNSON and GEORGE PHILLIP, her husband, who produced a driver's license as identification or who is personally known to me.

Frances E. Roe
Notary



ST. JOHNS COUNTY

Print Witness Name _____

Ben W. Adams, Jr.

Print Witness Name _____

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Ben W. Adams, Jr. who is personally known to me.

Notary

EXHIBIT
"F"

TO RESOLUTION

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 9 day of Nov, 2003, by and between **SUSAN R. JOHNSON and GEORGE PHILLIP**, her husband, whose address is 1909 Web Foot Place, Jacksonville, Florida 32259, grantor and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32086, grantee and.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations; receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary construction easement to enter upon and use the grantor's property as described below for such purposes as saw cut the driveway to place a pipe for drainage improvements in that area. The construction to be undertaken by the grantee, in Cunningham Creek Unit 3 adjacent thereto, in, upon, over, and through the following described land in St. Johns County, Florida, described as follows:


Lot 52, Cunningham Creek, Unit 3 as recorded in Map Book 21, page 104 recorded in the Official Records of St. Johns County, Florida.

It is understood and agreed by the parties hereto that the rights granted herein should terminate three (3) years from the time this document is executed.

Project Name: Web Foot Place, Cunningham Creek, Unit 3


IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:


Print Name: Donald Mathis


Print Name: SHERI MATHIS

GRANTOR:


Susan R. Johnson


George Phillip

State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 9th day of November, 2003
by SUSAN R. JOHNSON and GEORGE PHILLIP, her husband. They are personally
known or have produced a driver's license as identification.

Frances E Roe

Notary Public



Frances E Roe
My Commission DD127452
Expires June 20, 2008