

RESOLUTION NO. 2010- 116

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF THE MUTUAL RELEASE, TERMINATION AND VACATION OF EASEMENT, GRANT OF EASEMENT, AND THE PERMISSIVE USE AGREEMENT IN CONJUNCTION WITH EASEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS BETWEEN ST. JOHNS COUNTY, ALMARIE P. COLEE, AND WAYNE RUSHWORTH.

RECITALS

WHEREAS, the execution by all named parties the Mutual Release will release all claims which were brought or could have been brought in the case of Wayne Rushworth v. St. Johns County and Almarie P. Colee, Seventh Circuit, St. Johns County, Case No. CA09-3041, Division 55, this Mutual Release is attached hereto as **Exhibit "A"** hereby incorporated by reference and made a part hereof; and

WHEREAS, the Termination and Vacation of Easement, attached hereto as Exhibit **"B"**, Grant of Easement, attached hereto as Exhibit **"C"**, Permissive Use Agreement in Conjunction with Easement, attached hereto as Exhibit **"D"**, are all related to the required documentation for this drainage improvement project to move forward; and

WHEREAS, it is in the best interest of all named parties and St. Johns County to move forward with this mutually agreed drainage project on South Francis Road.

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

1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.
2. The Board of County Commissioners hereby approves the terms and conditions of the Mutual Release, Termination and Vacation of Easement, Grant of Easement, and Permissive Use Agreement in Conjunction with Easement, and authorizes the County Administrator, or designee, to execute all necessary documentation for this mutual settlement and drainage project.
3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

4. The Clerk of Court is instructed to record the Mutual Release, Termination and Vacation of Easement, Grant of Easement, and Permissive Use Agreement in Conjunction with Easement, in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of May, 2010.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Ron Sanchez
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk
By: Ran Hattewen
Deputy Clerk

RENDITION DATE 5/20/10

MUTUAL RELEASE

FOR THE MUTUAL CONSIDERATION as set forth below, the undersigned Plaintiff, **Wayne Rushworth** ("the undersigned") does hereby **FULLY RELEASE AND DISCHARGE**:

ST. JOHNS COUNTY, FLORIDA
and
ALMARIE P. COLEE

and all of their legal representatives, owners, successors, agents, assigns, servants, and employees, and insurers, who might be liable (hereinafter referred to as "the released parties" or "said parties") of and from any and every claim, demand, or cause of action whatsoever which the undersigned now has, or may hereafter have, against any of said parties, or any third party related to said parties, including but not limited to any and every claim, demand or cause of action for, or on account of, injuries or damages to person or property, or both, loss of time, loss of services, society, or consortium, expenses, impairment or loss of any right, or any other loss, cost or damage of any nature whatsoever, sustained by or accruing to the undersigned, together with the undersigned's right to assert a claim against or recover from said parties for contribution or indemnity in any action by any party or third party for loss, damage or injury arising out of the Complaint hereafter described, whether now known or unknown, resulting from, or in any manner connected with or growing out of the matters fully described in the operative Complaint, including but not limited to any and all claims which were brought or could have been brought in the case of *Wayne Rushworth v. St. Johns County and Almarie P. Colee, Seventh Circuit, St. Johns County, Case No. CA09-3041, Division 55.*

All the undersigned parties have agreed to settle the above referenced claims, and Plaintiff Wayne Rushworth has agreed to release St. Johns County and Almarie P. Colee from liability as set forth above, pursuant to the following terms describing mutual consideration:

1. Almarie P. Colee will grant a six foot wide easement to St. Johns County at the location described in Exhibit A (the Easement);
2. St. Johns County will release Parcel One of the easement recorded at _____, copy attached hereto as Exhibit B;
3. St. Johns County will, at its expense, install a twenty foot section of forty eight inch diameter culvert on Almarie P. Colee's land at the location described in the six foot easement attached to this Mutual Release as Exhibit A;
4. St. Johns County will, at its expense, perform initial maintenance on the drainage ditch located within the six foot easement referenced above to allow drainage water to flow through said drainage ditch;

5. St. Johns County will, at its expense, perform maintenance work a minimum of once per year on the culvert and drainage ditch located with the above referenced easement, no prisoner work force shall be used at any time; and
6. Almarie P. Colee will sign the irrevocable and permanent permissive use agreement attached as Exhibit C to this Mutual Release, in order to permit St. Johns County to enter upon said lands of Almarie P. Colee and successors in title within twenty-five (25) feet of the Easement to install and maintain the culvert and drainage ditch.
7. St. Johns County will pay Five Thousand Dollars and zero cents (\$5,000.00) in attorneys fees to the counsel of Almarie P. Colee within thirty (30) days of this Mutual Release being fully executed by all the parties.

Almarie P. Colee and St. Johns County hereby release all claims that were asserted or that could have been asserted against each other and against Plaintiff Wayne Rushworth in this action.

All parties further agree that each side in the above referenced action will bear its own attorney's fees and costs in this matter, except that St. Johns County will pay Five Thousand Dollars and zero cents (\$5,000.00) in attorneys fees to the counsel of Almarie P. Colee within thirty (30) days of this Mutual Release being fully executed by all the parties.

All parties agree that this Mutual Release must be approved by the Board of County Commissioners of St. Johns County as a condition to becoming effective.

Wayne Rushworth (the undersigned) further agrees to file a notice of dismissal of the above-referenced Complaint with prejudice, with the exception that the Court shall retain jurisdiction to enforce this settlement agreement. The undersigned further agrees to indemnify, protect, and save harmless the Released Parties from all judgments, costs, and expenses (including reasonable attorneys' fees) whatsoever arising on account of any action, claim or demand, including but not limited to, any brought by any person or entity claiming to have been subrogated to a right or cause of action which anyone, including third parties, may hereafter bring or assert on account of any of the above described injuries, losses, or damages resulting from the incident or occurrence referenced above on account of any services rendered which are, or may be, related to the above-referenced lawsuit and which exist as of the date of this Mutual Release. Mr. Rushworth agrees to pay, compromise or otherwise settle any and all subrogation claims or liens, and furnish to the attorney for said parties copies of releases of such liens or subrogated interests within thirty (30) days of satisfaction of such liens or subrogated interests.

IT IS FURTHER AGREED and understood that no promise or agreement not expressed herein has been made; this release is not executed in reliance upon any statement or representation made by said parties, or any of them; or by any person employed by or

representing them, or any of them; that said consideration is the sole and only consideration for this release and is accepted in full compromise, settlement and satisfaction of any and every such claim, demand or cause of action, including all claims, demands and causes of action for or on account of all injuries, damages and consequences thereof which may hereafter become known, develop or accrue, as well as those already known, developed or accrued; that the offering of such consideration is not to be construed as an admission of liability, all liability being expressly denied by the Released Parties.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

EXECUTED this 14 day of May, 2010.

Wayne Rushworth
WAYNE RUSHWORTH

Witnessed by:

Judith M. Hamilton
Judith M. Hamilton

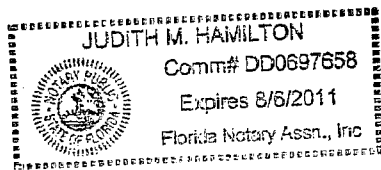
Approved by Counsel for
Rushworth:

Rob Cook

Dated: 5/14/10

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 14th day of May, 2010, by Wayne Rushworth and Rob Cook, who are personally known to me OR produced FL drivers license as identification.



Judith M. Hamilton
Notary Public, State of At Large

Sign, print, or stamp Notary Name
My Commission Expires:
Commission Number:

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

EXECUTED this 11th day of May, 2010.

Almarie P. Colee
ALMARIE P. COLEE

Approved by Counsel for
Colee:

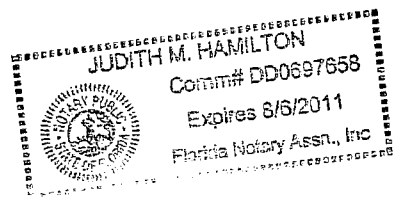
Witnessed by:
J. Steve Alexander
J. Steve Alexander

Witnessed by
Linda White
Linda White
Dated: 5-11-10

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 11th day of May, 2010, by Almarie P. Colee and _____, who are _____ personally known to me OR produced FL drivers license as identification.

Judith M. Hamilton
Notary Public, State of Florida At Large



Sign, print, or stamp Notary Name
My Commission Expires: _____
Commission Number: _____

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

EXECUTED this ____ day of _____, 2010.

Witnessed by:

ST. JOHNS COUNTY

By: _____

Approved by Counsel for
St. Johns County:

Dated: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ and _____, who are ____ personally known to me OR ____ produced _____ as identification.

Notary Public, State of _____ At Large

Sign, print, or stamp Notary Name

My Commission Expires: _____

Commission Number: _____

Exhibit "A"

SIX FOOT DRAINAGE EASEMENT LYING THREE FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: A PART OF SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 558, PAGE 493 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE EASTERLY RIGHT OF WAY LINE OF SOUTH FRANCIS ROAD AS NOW ESTABLISHED AND SHOWN ON ST. JOHNS COUNTY MAINTENANCE MAP RECORDED COUNTY ROAD PLAT MAP BOOK 1 PAGES 22 THROUGH 26 OF SAID PUBLIC RECORDS; THE SAME POINT HAVING A STATE PLANE COORDINATE (FLORIDA EAST ZONE, NAD83/90 DATUM, FEET) VALUE OF N2047412.10 AND E510445.34; THENCE NORTH 21°32'37" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 182.71 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING HAVING A STATE PLANE COORDINATE VALUE OF N2047582.04 AND E510512.43; THENCE SOUTH 81°07'12" EAST A DISTANCE OF 21.25 FEET; THENCE SOUTH 73°25'49" EAST A DISTANCE OF 16.64 FEET; THENCE SOUTH 62°19'53" EAST A DISTANCE OF 34.24 FEET; THENCE SOUTH 50°15'49" EAST A DISTANCE OF 24.93 FEET; THENCE SOUTH 62°44'29" EAST A DISTANCE OF 20.06 FEET; THENCE SOUTH 76°38'09" EAST A DISTANCE OF 51.01 FEET; THENCE SOUTH 88°48'19" EAST A DISTANCE OF 8.12 FEET; THENCE SOUTH 75°54'42" EAST A DISTANCE OF 73.00 FEET; THENCE SOUTH 69°46'52" EAST A DISTANCE OF 33.70 FEET; THENCE SOUTH 73°44'53" EAST A DISTANCE OF 72.54 FEET; THENCE SOUTH 73°40'11" EAST A DISTANCE OF 89.15 FEET; THENCE SOUTH 74°44'31" EAST A DISTANCE OF 92.72 FEET; THENCE SOUTH 74°03'04" EAST 87.95 FEET; THENCE SOUTH 70°33'32" EAST A DISTANCE OF 55.36 FEET; THENCE SOUTH 74°21'06" EAST A DISTANCE OF 79.17 FEET; THENCE SOUTH 71°25'12" EAST A DISTANCE OF 64.76 FEET; THENCE SOUTH 62°03'34" EAST A DISTANCE OF 10.31 FEET; THENCE SOUTH 39°56'06" EAST A DISTANCE OF 6.22 FEET; THENCE SOUTH 81°54'37" EAST A DISTANCE OF 14.88 FEET; THENCE SOUTH 75°31'18" EAST A DISTANCE OF 7.08 FEET; THENCE NORTH 63°25'46" EAST A DISTANCE OF 9.07 FEET; THENCE NORTH 66°21'19" EAST A DISTANCE OF 16.41 FEET; THENCE NORTH 84°37'19" EAST A DISTANCE OF 14.09 FEET TO THE POINT OF TERMINUS OF THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED; SAID POINT ALSO HAVING A COORDINATE VALUE OF N2047335.76 AND E511367.79. FURTHER SAID EASEMENT LINES ON THE WESTERLY END ARE LENGTHENED AND SHORTENED TO INTERSECT THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF SOUTH FRANCIS ROAD. CONTAINING 0.12 ACRES, MORE OR LESS.

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS INDENTURE, made this 11th day of May, 2010, between **ALMARIE P. COLEE**, whose address is 4080 South Francis Road, St. Augustine, Florida 32092, hereinafter called **GRANTOR**, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called **GRANTEE**.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollar (\$10.00) and other good and valuable consideration to them, in hand paid by Grantee, the receipt of which hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, its successors and assigns, an ingress and egress easement with the right, privilege, and authority to said Grantee, its successors and assigns, to enter and maintain the drainage of surface waters either above or below the surface of the ground, together with the right to install and maintain drainage facilities, on, along, over through, across, or under the following described land situate in St. Johns County, Florida to wit:

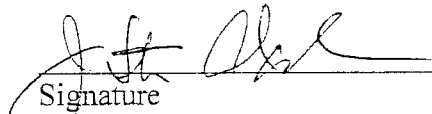
Property as described on attached **EXHIBIT "A"** and depicted in **EXHIBIT "A1"** incorporated by reference and made a part hereof.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

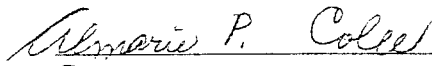
IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

**Signed and Sealed in Our
Presence as Witnesses:**

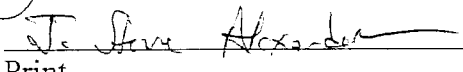
ALMARIE P. COLEE



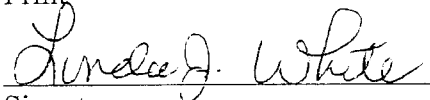
Signature



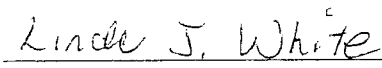
Grantor



Print



Signature



Print

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of May, 2010, by ALMARIE P. COLEE, who is personally known to me, or has produced FL drivers license as identification.

Judith M. Hamilton
Notary Public

My Commission Expires: _____

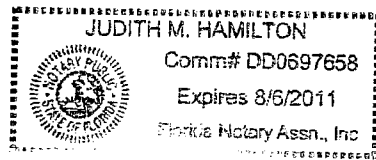
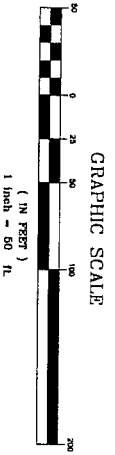


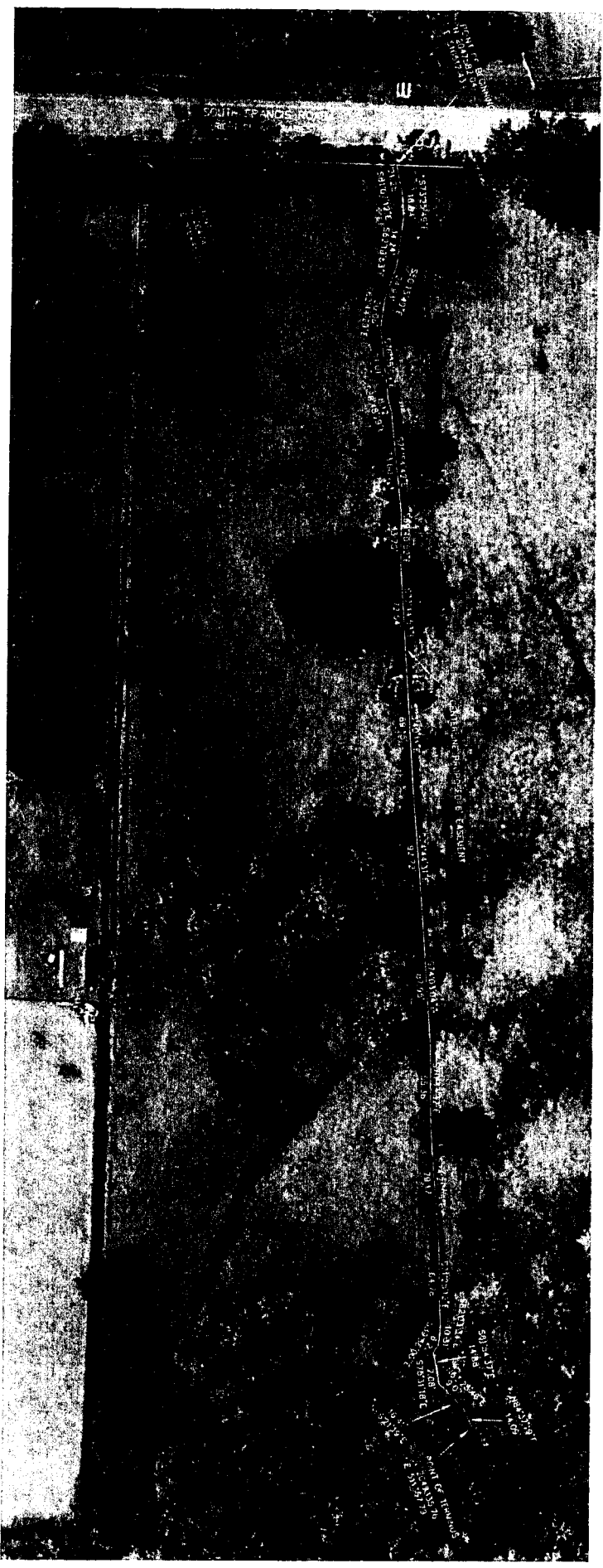
Exhibit "A"


SIX FOOT DRAINAGE EASEMENT LYING THREE FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: A PART OF SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 558, PAGE 493 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE EASTERLY RIGHT OF WAY LINE OF SOUTH FRANCIS ROAD AS NOW ESTABLISHED AND SHOWN ON ST. JOHNS COUNTY MAINTENANCE MAP RECORDED COUNTY ROAD PLAT MAP BOOK 1 PAGES 22 THROUGH 26 OF SAID PUBLIC RECORDS; THE SAME POINT HAVING A STATE PLANE COORDINATE (FLORIDA EAST ZONE, NAD83/90 DATUM, FEET) VALUE OF N2047412.10 AND E510445.34; THENCE NORTH 21°32'37" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 182.71 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING HAVING A STATE PLANE COORDINATE VALUE OF N2047582.04 AND E510512.43; THENCE SOUTH 81°07'12" EAST A DISTANCE OF 21.25 FEET; THENCE SOUTH 73°25'49" EAST A DISTANCE OF 16.64 FEET; THENCE SOUTH 62°19'53" EAST A DISTANCE OF 34.24 FEET; THENCE SOUTH 50°15'49" EAST A DISTANCE OF 24.93 FEET; THENCE SOUTH 62°44'29" EAST A DISTANCE OF 20.06 FEET; THENCE SOUTH 76°38'09" EAST A DISTANCE OF 51.01 FEET; THENCE SOUTH 88°48'19" EAST A DISTANCE OF 8.12 FEET; THENCE SOUTH 75°54'42" EAST A DISTANCE OF 73.00 FEET; THENCE SOUTH 69°46'52" EAST A DISTANCE OF 33.70 FEET; THENCE SOUTH 73°44'53" EAST A DISTANCE OF 72.54 FEET; THENCE SOUTH 73°40'11" EAST A DISTANCE OF 89.15 FEET; THENCE SOUTH 74°44'31" EAST A DISTANCE OF 92.72 FEET; THENCE SOUTH 74°03'04" EAST 87.95 FEET; THENCE SOUTH 70°33'32" EAST A DISTANCE OF 55.36 FEET; THENCE SOUTH 74°21'06" EAST A DISTANCE OF 79.17 FEET; THENCE SOUTH 71°25'12" EAST A DISTANCE OF 64.76 FEET; THENCE SOUTH 62°03'34" EAST A DISTANCE OF 10.31 FEET; THENCE SOUTH 39°56'06" EAST A DISTANCE OF 6.22 FEET; THENCE SOUTH 81°54'37" EAST A DISTANCE OF 14.88 FEET; THENCE SOUTH 75°31'18" EAST A DISTANCE OF 7.08 FEET; THENCE NORTH 63°25'46" EAST A DISTANCE OF 9.07 FEET; THENCE NORTH 66°21'19" EAST A DISTANCE OF 16.41 FEET; THENCE NORTH 84°37'19" EAST A DISTANCE OF 14.09 FEET TO THE POINT OF TERMINUS OF THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED; SAID POINT ALSO HAVING A COORDINATE VALUE OF N2047335.76 AND E511367.79. FURTHER SAID EASEMENT LINES ON THE WESTERLY END ARE LENGTHENED AND SHORTENED TO INTERSECT THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF SOUTH FRANCIS ROAD. CONTAINING 0.12 ACRES, MORE OR LESS.



MAP SHOWING SKETCH OF DESCRIPTION OF
A PART OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA.
FOR: ST. JOHNS COUNTY ENGINEERING DIVISION

1. BEARING DATA BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD83/90.
2. THIS IS A SKETCH ONLY AND DOES NOT PURPORT TO BE AN ACTUAL FIELD DRAWING.
3. THE DESCRIPTION IS FURNISHED SEPARATELY OF PROPOSED 6' DRAINAGE EASEMENT.
4. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



DRAWN BY: C. OLIVER					
FILE NUMBER: S-858					
SHEET NO. I					
OF 1					
AMENDMENTS					
6' DRAINAGE EASEMENT COLEE PROPERTY					
SKETCH OF DESCRIPTION					
ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION 500 SAN SEBASTIAN VIEW ST AUGUSTINE, FLORIDA 32084 Phone (904) 209-0764					
					
FLORIDA CIVIL ENGINEER P.E. NO. 4564 PROFESSIONAL ENGINEER AND MAPPER DATE DRAWN: 12/21/2009					

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

TERMINATION AND VACATION OF AN EASEMENT

THIS TERMINATION AND VACATION OF AN EASEMENT made this _____ day of _____, 2010, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called party of the first part and **ALMARIE P. COLEE**, whose address is 4080 South Francis Road, St. Augustine, Florida 32095, hereinafter called party of the second part.

WHEREBY, the party of the first part does hereby cancel and vacate that certain easement described in Deed Book 205 Page 156, of the public records of St. Johns County, Florida, as identified as Parcel One to all the land situate, lying and being in St. Johns County, State of Florida and being more particularly described as follows:

PROPERTY AS DESCRIBED ON ATTACHED EXHIBIT "A", INCORPORATED BY REFERENCE AND MADE A PART HEREOF.

In consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged by the party of the first, the party of the first part St. Johns County, Florida, does hereby terminate and vacate that easement described above, effective this date. Nothing herein contained shall in anywise impair, alter or diminish the effect of the remaining part of such land in said easement or any rights of the party of the first thereof.

IN WITNESS WHEREOF, party of the first part has executed this Termination on the day and year first above written.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA

Print Name: _____

By: _____
Michael D. Wanchick
County Administrator

Print Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Michael D. Wanchick the County Administrator of St. Johns County, on behalf of the County. He is personally known to me.

Notary Public
My commission expires: _____

Legally Sufficient

By: _____
Deputy County Attorney

Date: _____

Exhibit "A"

PARCEL ONE: A strip of land 6 feet wide in the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, the center line of which is described as follows: Starting at a cypress post generally accepted as being the point of intersection of the south line of the NE ¼ of Lot 8 of the Subdivision of said Antonio Huertas Grant as recorded in Deed Book "Q", Page 495, public records of St. Johns County, Florida and the east line of an existing county road known as the Freddie Francis Road, run thence northeasterly and along the east line of said road a distance of 873 feet to the point of beginning of said center line of said easement, run thence in a southeasterly direction a distance of 700 feet as shown by plat of survey made by J.W. Summerville, Florida Registered Land Surveyor Number 22, dated June 25, 1953, which is attached hereto and by reference made a part hereof.

PERMISSIVE USE AGREEMENT IN CONJUNCTION WITH EASEMENT

This Agreement is to certify that I, **ALMARIE P. COLEE**, am the Owner of land in St. Johns County, described as Parcel Number 028240-0803.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration:

I hereby grant permission for St. Johns County, to enter upon said land for the purpose to install and maintain drainage facilities that shall be located in the Grant of Easement dated _____, 2010, between ALMARIE P. COLEE and ST. JOHNS COUNTY (copy of such GRANT OF EASEMENT attached hereto as Exhibit "A").

Such entrance upon said land shall be limited to the land lying twenty-five (25) feet adjacent to and parallel with the GRANT OF EASEMENT. Maintenance shall be for no more than two (2) times per calendar year; each maintenance period shall not exceed five (5) days in duration and the County shall give seven (7) days written notice to the property owner prior to each exercise of this permissive use. This Permissive Use is irrevocable, shall run with the land as an easement, and be enforceable against successors in title and is required for the permanent servicing of the Grant of Easement attached as Exhibit "A."

Agreed to this 11 day of May, 2010.

Signed, sealed and delivered in our presence:

Witnesses:

Owner:

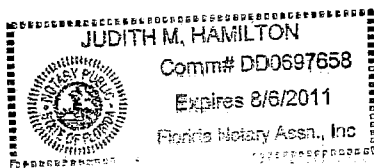
[Signature]
Print Name: J. Steve Alexander

[Signature]
Almarie P. Colee
Almarie P. Colee

[Signature]
Print Name: Linda J. White

STATAE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of May, 2010, by ALMARIE P. COLEE, who is personally known to me, or has produced FL driver's license C40-015-23-7A-D as identification.



[Signature]
Notary Public
My Commission Expires: _____

Exhibit "A"

SIX FOOT DRAINAGE EASEMENT LYING THREE FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: A PART OF SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 558, PAGE 493 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE EASTERLY RIGHT OF WAY LINE OF SOUTH FRANCIS ROAD AS NOW ESTABLISHED AND SHOWN ON ST. JOHNS COUNTY MAINTENANCE MAP RECORDED COUNTY ROAD PLAT MAP BOOK 1 PAGES 22 THROUGH 26 OF SAID PUBLIC RECORDS; THE SAME POINT HAVING A STATE PLANE COORDINATE (FLORIDA EAST ZONE, NAD83/90 DATUM, FEET) VALUE OF N2047412.10 AND E510445.34; THENCE NORTH 21°32'37" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 182.71 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING HAVING A STATE PLANE COORDINATE VALUE OF N2047582.04 AND E510512.43; THENCE SOUTH 81°07'12" EAST A DISTANCE OF 21.25 FEET; THENCE SOUTH 73°25'49" EAST A DISTANCE OF 16.64 FEET; THENCE SOUTH 62°19'53" EAST A DISTANCE OF 34.24 FEET; THENCE SOUTH 50°15'49" EAST A DISTANCE OF 24.93 FEET; THENCE SOUTH 62°44'29" EAST A DISTANCE OF 20.06 FEET; THENCE SOUTH 76°38'09" EAST A DISTANCE OF 51.01 FEET; THENCE SOUTH 88°48'19" EAST A DISTANCE OF 8.12 FEET; THENCE SOUTH 75°54'42" EAST A DISTANCE OF 73.00 FEET; THENCE SOUTH 69°46'52" EAST A DISTANCE OF 33.70 FEET; THENCE SOUTH 73°44'53" EAST A DISTANCE OF 72.54 FEET; THENCE SOUTH 73°40'11" EAST A DISTANCE OF 89.15 FEET; THENCE SOUTH 74°44'31" EAST A DISTANCE OF 92.72 FEET; THENCE SOUTH 74°03'04" EAST 87.95 FEET; THENCE SOUTH 70°33'32" EAST A DISTANCE OF 55.36 FEET; THENCE SOUTH 74°21'06" EAST A DISTANCE OF 79.17 FEET; THENCE SOUTH 71°25'12" EAST A DISTANCE OF 64.76 FEET; THENCE SOUTH 62°03'34" EAST A DISTANCE OF 10.31 FEET; THENCE SOUTH 39°56'06" EAST A DISTANCE OF 6.22 FEET; THENCE SOUTH 81°54'37" EAST A DISTANCE OF 14.88 FEET; THENCE SOUTH 75°31'18" EAST A DISTANCE OF 7.08 FEET; THENCE NORTH 63°25'46" EAST A DISTANCE OF 9.07 FEET; THENCE NORTH 66°21'19" EAST A DISTANCE OF 16.41 FEET; THENCE NORTH 84°37'19" EAST A DISTANCE OF 14.09 FEET TO THE POINT OF TERMINUS OF THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED; SAID POINT ALSO HAVING A COORDINATE VALUE OF N2047335.76 AND E511367.79. FURTHER SAID EASEMENT LINES ON THE WESTERLY END ARE LENGTHENED AND SHORTENED TO INTERSECT THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF SOUTH FRANCIS ROAD. CONTAINING 0.12 ACRES, MORE OR LESS.

Exhibit "B" To Resolution

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS INDENTURE, made this 11th day of May, 2010, between **ALMARIE P. COLEE**, whose address is 4080 South Francis Road, St. Augustine, Florida 32092, hereinafter called **GRANTOR**, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called **GRANTEE**.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollar (\$10.00) and other good and valuable consideration to them, in hand paid by Grantee, the receipt of which hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, its successors and assigns, an ingress and egress easement with the right, privilege, and authority to said Grantee, its successors and assigns, to enter and maintain the drainage of surface waters either above or below the surface of the ground, together with the right to install and maintain drainage facilities, on, along, over through, across, or under the following described land situate in St. Johns County, Florida to wit:

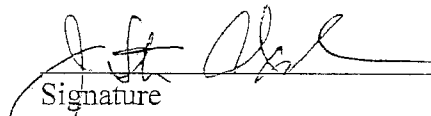
Property as described on attached **EXHIBIT "A"** and depicted in **EXHIBIT "A1"** incorporated by reference and made a part hereof.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

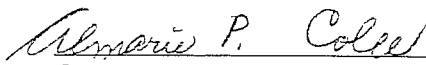
IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

**Signed and Sealed in Our
Presence as Witnesses:**

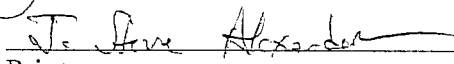
ALMARIE P. COLEE



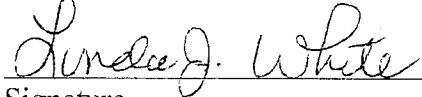
Signature



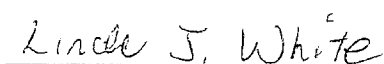
Grantor



Print



Signature



Print

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of May, 2010, by ALMARIE P. COLEE, who is personally known to me, or has produced FL drivers license as identification.

Judith M. Hamilton
Notary Public

My Commission Expires: _____

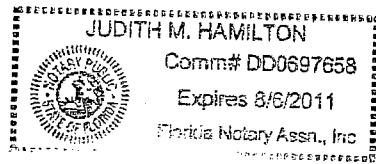
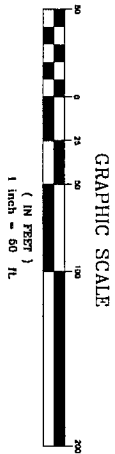


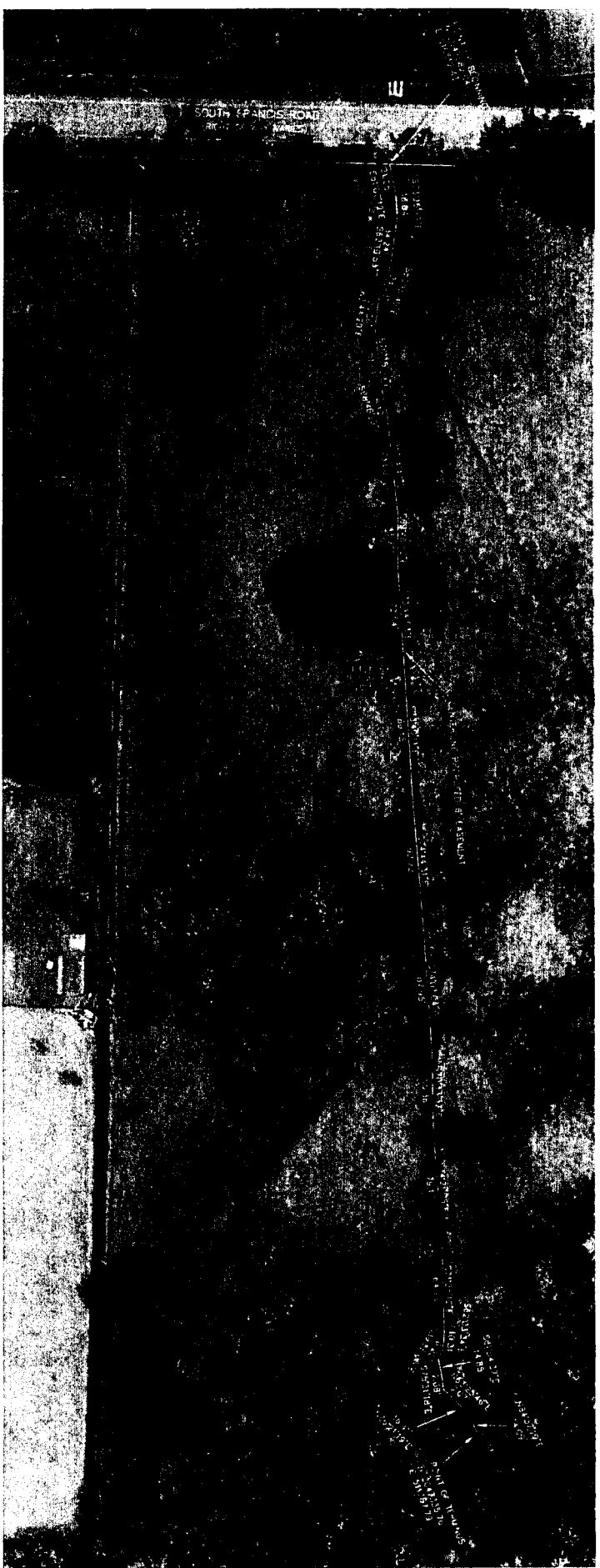
Exhibit "A"

SIX FOOT DRAINAGE EASEMENT LYING THREE FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: A PART OF SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 558, PAGE 493 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE EASTERLY RIGHT OF WAY LINE OF SOUTH FRANCIS ROAD AS NOW ESTABLISHED AND SHOWN ON ST. JOHNS COUNTY MAINTENANCE MAP RECORDED COUNTY ROAD PLAT MAP BOOK 1 PAGES 22 THROUGH 26 OF SAID PUBLIC RECORDS; THE SAME POINT HAVING A STATE PLANE COORDINATE (FLORIDA EAST ZONE, NAD83/90 DATUM, FEET) VALUE OF N2047412.10 AND E510445.34; THENCE NORTH 21°32'37" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 182.71 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING HAVING A STATE PLANE COORDINATE VALUE OF N2047582.04 AND E510512.43; THENCE SOUTH 81°07'12" EAST A DISTANCE OF 21.25 FEET; THENCE SOUTH 73°25'49" EAST A DISTANCE OF 16.64 FEET; THENCE SOUTH 62°19'53" EAST A DISTANCE OF 34.24 FEET; THENCE SOUTH 50°15'49" EAST A DISTANCE OF 24.93 FEET; THENCE SOUTH 62°44'29" EAST A DISTANCE OF 20.06 FEET; THENCE SOUTH 76°38'09" EAST A DISTANCE OF 51.01 FEET; THENCE SOUTH 88°48'19" EAST A DISTANCE OF 8.12 FEET; THENCE SOUTH 75°54'42" EAST A DISTANCE OF 73.00 FEET; THENCE SOUTH 69°46'52" EAST A DISTANCE OF 33.70 FEET; THENCE SOUTH 73°44'53" EAST A DISTANCE OF 72.54 FEET; THENCE SOUTH 73°40'11" EAST A DISTANCE OF 89.15 FEET; THENCE SOUTH 74°44'31" EAST A DISTANCE OF 92.72 FEET; THENCE SOUTH 74°03'04" EAST 87.95 FEET; THENCE SOUTH 70°33'32" EAST A DISTANCE OF 55.36 FEET; THENCE SOUTH 74°21'06" EAST A DISTANCE OF 79.17 FEET; THENCE SOUTH 71°25'12" EAST A DISTANCE OF 64.76 FEET; THENCE SOUTH 62°03'34" EAST A DISTANCE OF 10.31 FEET; THENCE SOUTH 39°56'06" EAST A DISTANCE OF 6.22 FEET; THENCE SOUTH 81°54'37" EAST A DISTANCE OF 14.88 FEET; THENCE SOUTH 75°31'18" EAST A DISTANCE OF 7.08 FEET; THENCE NORTH 63°25'46" EAST A DISTANCE OF 9.07 FEET; THENCE NORTH 66°21'19" EAST A DISTANCE OF 16.41 FEET; THENCE NORTH 84°37'19" EAST A DISTANCE OF 14.09 FEET TO THE POINT OF TERMINUS OF THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED; SAID POINT ALSO HAVING A COORDINATE VALUE OF N2047335.76 AND E511367.79. FURTHER SAID EASEMENT LINES ON THE WESTERLY END ARE LENGTHENED AND SHORTENED TO INTERSECT THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF SOUTH FRANCIS ROAD. CONTAINING 0.12 ACRES, MORE OR LESS.



MAP SHOWING SKETCH OF DESCRIPTION OF
 A PART OF SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,
 ST. JOHNS COUNTY, FLORIDA.
 FOR: ST. JOHNS COUNTY ENGINEERING DIVISION

1. BEARING GIVEN BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD83/90.
2. THE DESCRIPTION IS FURNISHED SEPARATELY OF PROPOSED 6' DRAINAGE EASEMENT.
3. THE DESCRIPTION IS FURNISHED SEPARATELY OF PROPOSED 6' DRAINAGE EASEMENT.
4. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



AMENDMENTS		FABRIZIO GIL QUIVER, P.E., S.U., NO. 2564 PROFESSIONAL SURVEYOR AND MAPPER DATE DRAWN: 12/21/2009	6' DRAINAGE EASEMENT COLEE PROPERTY SKETCH OF DESCRIPTION	ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION 500 SAN SEBASTIAN VIEW ST AUGUSTINE, FLORIDA 32084 Phone (904) 209-0764
SHEET NO. 1 FILE NUMBER: S-653 DRAWN BY: G. QUIVER				



Exhibit "C" To Resolution

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

TERMINATION AND VACATION OF AN EASEMENT

THIS TERMINATION AND VACATION OF AN EASEMENT made this ____ day of _____, 2010, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called party of the first part and **ALMARIE P. COLEE**, whose address is 4080 South Francis Road, St. Augustine, Florida 32095, hereinafter called party of the second part.

WHEREBY, the party of the first part does hereby cancel and vacate that certain easement described in Deed Book 205 Page 156, of the public records of St. Johns County, Florida, as identified as Parcel One to all the land situate, lying and being in St. Johns County, State of Florida and being more particularly described as follows:

PROPERTY AS DESCRIBED ON ATTACHED EXHIBIT "A", INCORPORATED BY REFERENCE AND MADE A PART HEREOF.

In consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged by the party of the first, party of the first part St. Johns County, Florida, does hereby terminate and vacate that easement described above, effective this date. Nothing herein contained shall in anywise impair, alter or diminish the effect of the remaining part of such land in said easement or any rights of the party of the first thereof.

IN WITNESS WHEREOF, party of the first part has executed this Termination on the day and year first above written.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA

Print Name: _____

By: _____
Michael D. Wanchick
County Administrator

Print Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Michael D. Wanchick the County Administrator of St. Johns County, on behalf of the County. He is personally known to me.

Notary Public
My commission expires: _____

Legally Sufficient

By: _____
Deputy County Attorney

Date: _____

Exhibit "A"

PARCEL ONE: A strip of land 6 feet wide in the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, the center line of which is described as follows: Starting at a cypress post generally accepted as being the point of intersection of the south line of the NE ¼ of Lot 8 of the Subdivision of said Antonio Huertas Grant as recorded in Deed Book "Q", Page 495, public records of St. Johns County, Florida and the east line of an existing county road known as the Freddie Francis Road, run thence northeasterly and along the east line of said road a distance of 873 feet to the point of beginning of said center line of said easement, run thence in a southeasterly direction a distance of 700 feet as shown by plat of survey made by J.W. Summerville, Florida Registered Land Surveyor Number 22, dated June 25, 1953, which is attached hereto and by reference made a part hereof.

PERMISSIVE USE AGREEMENT IN CONJUNCTION WITH EASEMENT

This Agreement is to certify that I, **ALMARIE P. COLEE**, am the Owner of land in St. Johns County, described as Parcel Number 028240-0803.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration:

I hereby grant permission for St. Johns County, to enter upon said land for the purpose to install and maintain drainage facilities that shall be located in the Grant of Easement dated _____, 2010, between ALMARIE P. COLEE and ST. JOHNS COUNTY (copy of such GRANT OF EASEMENT attached hereto as Exhibit "A").

Such entrance upon said land shall be limited to the land lying twenty-five (25) feet adjacent to and parallel with the GRANT OF EASEMENT. Maintenance shall be for no more than two (2) times per calendar year; each maintenance period shall not exceed five (5) days in duration and the County shall give seven (7) days written notice to the property owner prior to each exercise of this permissive use. This Permissive Use is irrevocable, shall run with the land as an easement, and be enforceable against successors in title and is required for the permanent servicing of the Grant of Easement attached as Exhibit "A."

Agreed to this 11 day of May, 2010.

Signed, sealed and delivered in our presence:

Witnesses:

Owner:

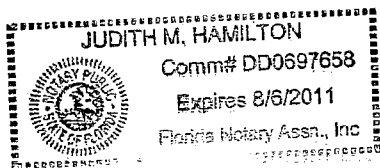
[Signature]
Print Name: St. Steve Aked

[Signature]
Almarie P. Colee
Almarie P. Colee

[Signature]
Print Name: Linda J. White

STATE OF FLORIDA
COUNTY OF ST. JOHNS

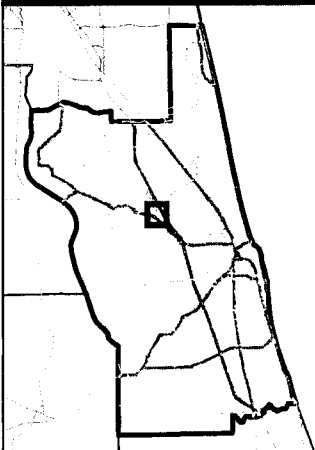
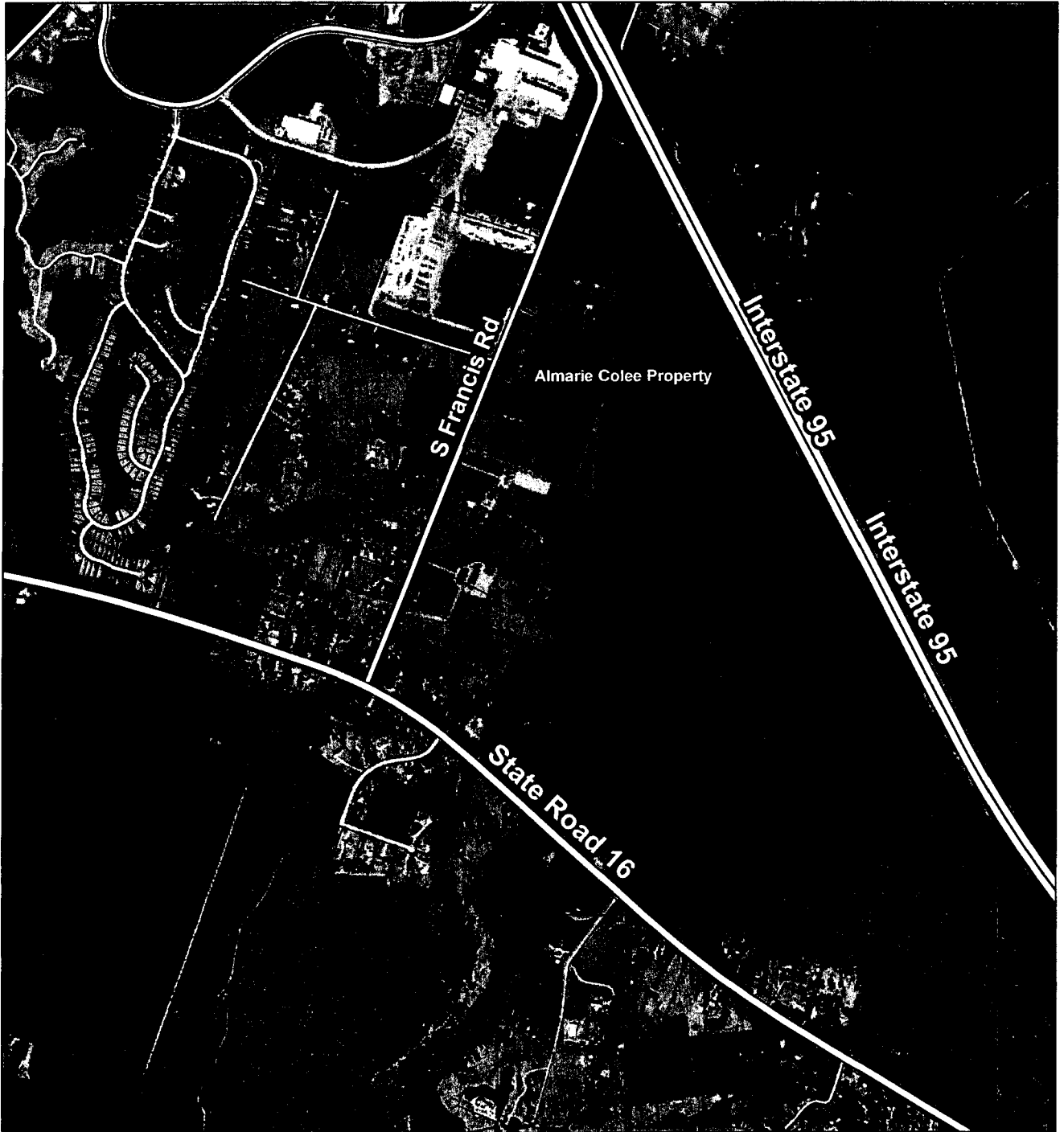
The foregoing instrument was acknowledged before me this 11th day of May, 2010, by ALMARIE P. COLEE, who is personally known to me, or has produced FL driver's license C40-015-23-74-0 as identification.



[Signature]
Notary Public
My Commission Expires: _____

Exhibit "A"

SIX FOOT DRAINAGE EASEMENT LYING THREE FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: A PART OF SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 558, PAGE 493 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE EASTERLY RIGHT OF WAY LINE OF SOUTH FRANCIS ROAD AS NOW ESTABLISHED AND SHOWN ON ST. JOHNS COUNTY MAINTENANCE MAP RECORDED COUNTY ROAD PLAT MAP BOOK 1 PAGES 22 THROUGH 26 OF SAID PUBLIC RECORDS; THE SAME POINT HAVING A STATE PLANE COORDINATE (FLORIDA EAST ZONE, NAD83/90 DATUM, FEET) VALUE OF N2047412.10 AND E510445.34; THENCE NORTH 21°32'37" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 182.71 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING HAVING A STATE PLANE COORDINATE VALUE OF N2047582.04 AND E510512.43; THENCE SOUTH 81°07'12" EAST A DISTANCE OF 21.25 FEET; THENCE SOUTH 73°25'49" EAST A DISTANCE OF 16.64 FEET; THENCE SOUTH 62°19'53" EAST A DISTANCE OF 34.24 FEET; THENCE SOUTH 50°15'49" EAST A DISTANCE OF 24.93 FEET; THENCE SOUTH 62°44'29" EAST A DISTANCE OF 20.06 FEET; THENCE SOUTH 76°38'09" EAST A DISTANCE OF 51.01 FEET; THENCE SOUTH 88°48'19" EAST A DISTANCE OF 8.12 FEET; THENCE SOUTH 75°54'42" EAST A DISTANCE OF 73.00 FEET; THENCE SOUTH 69°46'52" EAST A DISTANCE OF 33.70 FEET; THENCE SOUTH 73°44'53" EAST A DISTANCE OF 72.54 FEET; THENCE SOUTH 73°40'11" EAST A DISTANCE OF 89.15 FEET; THENCE SOUTH 74°44'31" EAST A DISTANCE OF 92.72 FEET; THENCE SOUTH 74°03'04" EAST 87.95 FEET; THENCE SOUTH 70°33'32" EAST A DISTANCE OF 55.36 FEET; THENCE SOUTH 74°21'06" EAST A DISTANCE OF 79.17 FEET; THENCE SOUTH 71°25'12" EAST A DISTANCE OF 64.76 FEET; THENCE SOUTH 62°03'34" EAST A DISTANCE OF 10.31 FEET; THENCE SOUTH 39°56'06" EAST A DISTANCE OF 6.22 FEET; THENCE SOUTH 81°54'37" EAST A DISTANCE OF 14.88 FEET; THENCE SOUTH 75°31'18" EAST A DISTANCE OF 7.08 FEET; THENCE NORTH 63°25'46" EAST A DISTANCE OF 9.07 FEET; THENCE NORTH 66°21'19" EAST A DISTANCE OF 16.41 FEET; THENCE NORTH 84°37'19" EAST A DISTANCE OF 14.09 FEET TO THE POINT OF TERMINUS OF THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED; SAID POINT ALSO HAVING A COORDINATE VALUE OF N2047335.76 AND E511367.79. FURTHER SAID EASEMENT LINES ON THE WESTERLY END ARE LENGTHENED AND SHORTENED TO INTERSECT THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF SOUTH FRANCIS ROAD. CONTAINING 0.12 ACRES, MORE OR LESS.



South Francis Road Almarie Colee Drainage Improvement

0 550 1,100 2,200 3,300 4,400 Feet

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 5/13/10
(904) 209-0796



2008 Aerial Imagery

DISCLAIMER
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.