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April 30, 1918.

Mr. J. E. Ingraham, President,
St. Augustine, Fla.

Dear Sir:-

We have your favor of March 27th with attached proposed description and conditions for deed covering Contract #01218 assigned to Edgar C. Roberts.

The Snapper Creek State Drainage Canal has been constructed all the way through Section 36-54-40, and I understand the State is to widen this at present constructed canal to 26 feet at bottom and 34 feet at top and deepen it to 9 feet from the Bay to the F. E. C. Ry. crossing in Section 35. We understand that you have agreed to allow the State 100 feet right of way for this canal without giving deed. In this Section 36 one deed has been given by metes and bounds to land fronting on the Canal, all other deeds having described the land as: "All that part of _____ lying North or lying South (as the case may be) of the right of way" etc., although two of these descriptions do not mention the right of way as being 100 feet in width.

If you want to have the land not used for the maintenance of the Canal remain with Mr. Roberts and in his control, as in Mr. Griffing's case, ^{in Sec. 35, D. 4610,} and also prevent the State from taking more land from one owner than another by any future considerable widening of the Canal on only one side, we suggest the following description:-

All that part of the SE $\frac{1}{2}$ of SE $\frac{1}{2}$ of SW $\frac{1}{2}$ of Section 36, Township 54 South, Range 40 East, lying North of the center line of the Snapper

only

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Creek State Drainage Canal as now located and constructed over and across said SE $\frac{1}{2}$ of SE $\frac{1}{2}$ of SW $\frac{1}{2}$, containing 2.57 acres, more or less.

The above described land is granted and conveyed, subject to the right of the Trustees of the Internal Improvement Fund of the State of Florida, or their agents, or the officers or agents of the State of Florida, in the execution of the present drainage plans being conducted under the direction of the said Trustees of the Internal Improvement Fund of the State of Florida, to enter upon, and maintain a canal over and across the said land, without expense to said Trustees of said Drainage Board, and for said canal purposes to have the right to use not to exceed Fifty (50) feet in width to the North of said center line as right of way for the maintenance of said State Canal.

We cannot use Mr. Dewhurst's "not to exceed 100 feet in width as right of way", in the conditions he drew, where the Canal has been constructed and where there are owners on both sides of same. We shall have to use some such description as the above to satisfy Mr. Griffing when we make deed to him covering Model Land Company Contract #1908.

The description that has usually been used without objection to the grantees, except Griffing, might be used in this Roberts' deed and later when the Canal has been completed a general deed could be made granting the owners abutting on the Canal the rights mentioned in Mr. Dewhurst's conditions. - All that part of the SE $\frac{1}{2}$ of SE $\frac{1}{2}$ of SW $\frac{1}{2}$ of Section 36, T. 54 S., R. 40 E., lying Northerly of the right of way, 100 feet in width, of the Snapper Creek State Drainage Canal as now located and constructed over and across said SE $\frac{1}{2}$ of SE $\frac{1}{2}$ of SW $\frac{1}{2}$, containing 2.57 acres, more or less.

The Dewling deed, being Deed #4552 Model, described by metes

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and bounds, should not cause any future trouble, although the Jenkins survey of the Canal is not entirely accurate.

Yours very truly,

FSM/C