

RESOLUTION NO. 98- 70

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A UTILITY EASEMENT FOR A LIFT STATION SERVICING PINEHURST POINT AND ST. ANDREWS, BOTH LOCATED WITHIN THE SAINT JOHNS PROJECT.

WHEREAS, the County has agreed to provide water and sewer service within the Saint Johns Project pursuant to the terms of the Utility Agreement; and

WHEREAS, St. Andrews One Partnership, Ltd. has executed and presented to St. Johns County, an Easement for the lift station, landscape and access area which will provide water and sewer service within a portion of that development.

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

Section 1. The above described Easement for Utilities, attached hereto as Exhibits "A", incorporated by reference and made a part hereof, is hereby accepted by the Board of County Commissioners of St. Johns County, Florida.

Section 2. The Clerk is instructed to record the Easement for Utilities in the official records of St. Johns County, Florida and forward a certified copy of this Resolution and Easement to Pappas, Metcalf and Jenks, Attn: Gary B. Davenport, 200 West Forsyth Street, Suite 1400, Jacksonville, Fl 32202-4327.

PASSED AND ADOPTED this 24 day of March, 1998.

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

BY: _____

Moses A. Floyd, Chairman

ATTEST: Cheryl Strickland, Clerk

BY: _____

Deputy Clerk

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 5th day of February, 1998, by ST. ANDREWS ONE PARTNERSHIP, LTD., Florida limited partnership, with an address of P.O. Box 3487, St Augustine, Florida 32085, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P. O Drawer 349, St Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter collectively referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Lift Station Easement Area") and on Exhibit B attached hereto (the "Landscape and Access Easement Area"), (collectively the Lift Station Easement Area and the Landscape and Access Easement Area shall hereinafter be referred to as the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

Grantor does hereby warrant that the easement herein granted is free and clear of covenants, restrictions, easements, liens and encumbrances, except zoning and other regulations imposed by governmental authorities having jurisdiction, real estate taxes, all encumbrances, liens, easements, dedications, agreements, licenses, restrictions, rights of way and other matters of record, any and all encroachments upon the Property by or from contiguous lands, and all rights existing as of the date of this Deed of access to or use of the Property, but such recitals shall not operate to reimpose the same.

Recorded in Public Records St. Johns County, FL
Clerk# 98013923 O.R. 1308 PG 665
Recording \$33.00 Sufcharge \$4.50
04:20PM 04/02/1998

17860.1

Bill Co -
Kec Sur 33.00
P. DeGrande
BCC Sec'y

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping,

planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

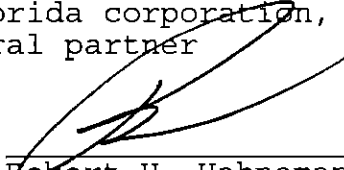
4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

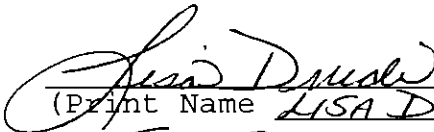
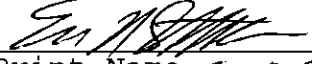
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

ST. ANDREWS ONE PARTNERSHIP, LTD., a Florida limited partnership

By: OXFORD COMMUNITIES, INC., a Florida corporation, its general partner

By: 
Robert H. Hahnemann
Its President


(Print Name LISA DRUDI)

(Print Name ERIC R. STEINHILBER)

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF St Johns)

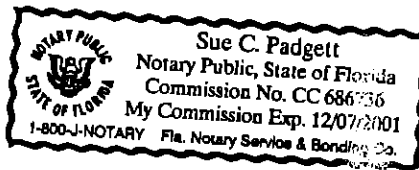
The foregoing instrument was acknowledged before me this 5th day of February, 1998, by **ROBERT H. HAHNEMANN**, the President of Oxford Communities, Inc., a Florida corporation, the general partner of **ST. ANDREWS ONE PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.

Sue C. Padgett
(Print Name SUE C. Padgett)

NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

Personally Known X
or Produced I.D. _____
[check one of the above]

Type of Identification Produced _____



CONSENT AND JOINDER

AmSouth Bank of Florida, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1230, Page 1451 of the public records of St. Johns County, Florida encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and delivered in the presence of:

AmSouth Bank of Florida

M. Jean Mason
(Print Name) M. Jean Mason

By: Gary E. Hollifield
(Print Name) Gary E. Hollifield
Its Vice President

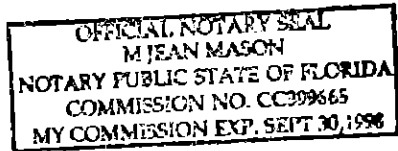
Rana Issa
(Print Name) Rana Issa

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6th day of February, 1998, by Gary E. Hollifield, as Vice President of AmSouth Bank, on behalf of the Company.

M. Jean Mason
Print Name: M. Jean Mason
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____



Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

EASEMENT NO. 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST, ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST, 2224.53 FEET, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A PROPOSED 100 FOOT RIGHT-OF-WAY); THENCE NORTHEASTERLY ALONG LAST SAID RIGHT OF WAY LINE RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 50°29'50" EAST, 2492.30 FEET; COURSE NO. 2: NORTH 44°29'54" EAST, 906.96 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST AND THE WESTERLY RIGHT OF WAY LINE OF ROYAL PINES PARKWAY (A VARIABLE WIDTH RIGHT OF WAY); THENCE NORTHWESTERLY ALONG LAST SAID RIGHT OF WAY LINE RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°30'40" WEST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 45°30'05" WEST, 71.99 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 31°53'47" WEST, 258.75 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: NORTH 18°17'27" WEST, 225.47 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTH; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°25'50" WEST, 263.51 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 314.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°27'23" WEST, 312.22 FEET; THENCE SOUTH 81°33'31" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, 62.76 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 81°33'31" WEST, 40.00 FEET; THENCE NORTH 08°26'29" EAST, 40.00 FEET; THENCE NORTH 81°33'31" EAST, 40.00 FEET; THENCE SOUTH 08°26'29" EAST, 40.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET, MORE OR LESS.

EXHIBIT B

EASEMENT NO. 2

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST, ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST, 2224.53 FEET, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A PROPOSED 100 FOOT RIGHT-OF-WAY), THENCE NORTHEASTERLY ALONG LAST SAID RIGHT OF WAY LINE RUN THE FOLLOWING TWO(2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 50°29'50" EAST, 2492.30 FEET; COURSE NO. 2: NORTH 44°29'54" EAST 906.96 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST AND THE WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE NORTHWESTERLY ALONG LAST SAID RIGHT OF WAY LINE, RUN THE FOLLOWING SIX(6) COURSES AND DISTANCES: COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°30'40" WEST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 45°30'05" WEST, 71.99 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 31°53'47" WEST 258.75 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: NORTH 18°17'27" WEST 225.47 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTH; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°25'50" WEST 263.51 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 314.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°27'23" WEST 312.22 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 81°33'31" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, 62.76 FEET; THENCE SOUTH 08°26'29" EAST, 40.00 FEET; THENCE SOUTH 81°33'31" WEST, 14.96 FEET; THENCE NORTH 46°43'46" EAST, 76.43 FEET, TO THE ARC OF A CURVE TO THE SOUTHEAST AND THE AFORESAID WESTERLY RIGHT OF WAY LINE OF ROYAL PINES PARKWAY; THENCE SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO(2) COURSES AND DISTANCES: COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 76.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°27'22" EAST, 76.12 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 8.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°12'50" EAST, 8.94 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4,009 SQUARE FEET MORE OR LESS.

S11°12'50"E
CH.=8.94'
Δ = 10'15'26"
R = 50.00'
T = 4.49'
L = 8.95'

PARKWAY

PINES

S19°27'22"E
CH.=76.12'
Δ = 06°14'03"

R = 700.00'
T = 38.12'
L = 76.16'

EASEMENT
NO. 2

Point Of
Beginning
(ESMT. NO. 2)

N46°43'46"E
76.43'

S81°33'31"W
62.76'

S08°26'29"E
40.00'

Point Of
Beginning
(ESMT. NO. 1)

EASEMENT
NO. 1

S81°33'31"W
40.00'

14.96'
40.00'
S81°33'31"W
25.04'

N08°26'29"W
40.00'

SEE MAP BY CLARY & ASSOC.
FILE NO., T6S-199

ROYAL
(VARIABLE WIDTH R/W LINE)

