

RESOLUTION NO. 2000 - 166

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES FOR WATER AND SEWER IMPROVEMENTS SERVICING THE SAINT JOHNS SIX MILE CREEK NORTH PART II-B AND PARCELS 15 & 18.**

**WHEREAS**, SJ Land Associates, LLC, has executed and presented to the County Easements for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, Bills of Sale conveying all the personal property associated with sewage collection and potable water distribution system servicing the Saint Johns Six Mile Creek North Part II-B and Parcels 15 & 18 has also been executed and is attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the Easements for Utilities and Bills of Sale; and

**WHEREAS**, acceptance of the easement better serves the health, safety and welfare of the citizens.

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

Section 1. The acceptance of the Easements for Utilities and Bills of Sale, attached hereto, as Exhibit "A" are hereby approved.

Section 2. The Clerk is instructed to record the original Easements for Utilities and Bills of Sale in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 24<sup>th</sup> day of October, 2000.

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

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande  
Deputy Clerk



**EASEMENT FOR UTILITIES**  
**SIX MILE CREEK NORTH**

[ PHASE I PART II-B AND ASSOCIATED IMPROVEMENTS ]

THIS EASEMENT executed and given this 15<sup>th</sup> day of September, 2000, by **SJ LAND ASSOCIATES, LLC**, with an address of c/o Davidson Development, Inc., 101 East Town Place, Suite 200, St. Augustine, Florida 32092, 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 if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (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.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record including but not limited to those set forth on Exhibit "B" attached hereto.

(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. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

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.





## **EXHIBIT A**

THE EASEMENT AREA GRANTED BY THIS DOCUMENT SHALL INCLUDE THE RIGHT-OF-WAY OF THE FOLLOWING LISTED PROJECT ROADS AND DRIVES AS WELL AS THE AREA AND TRACTS LISTED BELOW, WHICH ARE PART OF THE SAINT JOHNS SIX MILE CREEK NORTH UNIT 2 PLAT, RECORDED MAP BOOK 37, PAGES 45-61 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ("PLAT"). THE EASEMENT AREA SHALL NOT INCLUDE THE DRIVEWAYS TO INDIVIDUAL HOMES EXCEPT FOR THE PART OF SUCH DRIVEWAYS WITHIN ROAD RIGHT-OF-WAYS. THE FOLLOWING ROADS WITHIN THE PLAT ARE PART OF THE EASEMENT AREA FOR THE PURPOSES OF THIS DOCUMENT:

OAKGROVE AVENUE AND BERENSTEIN DRIVE.

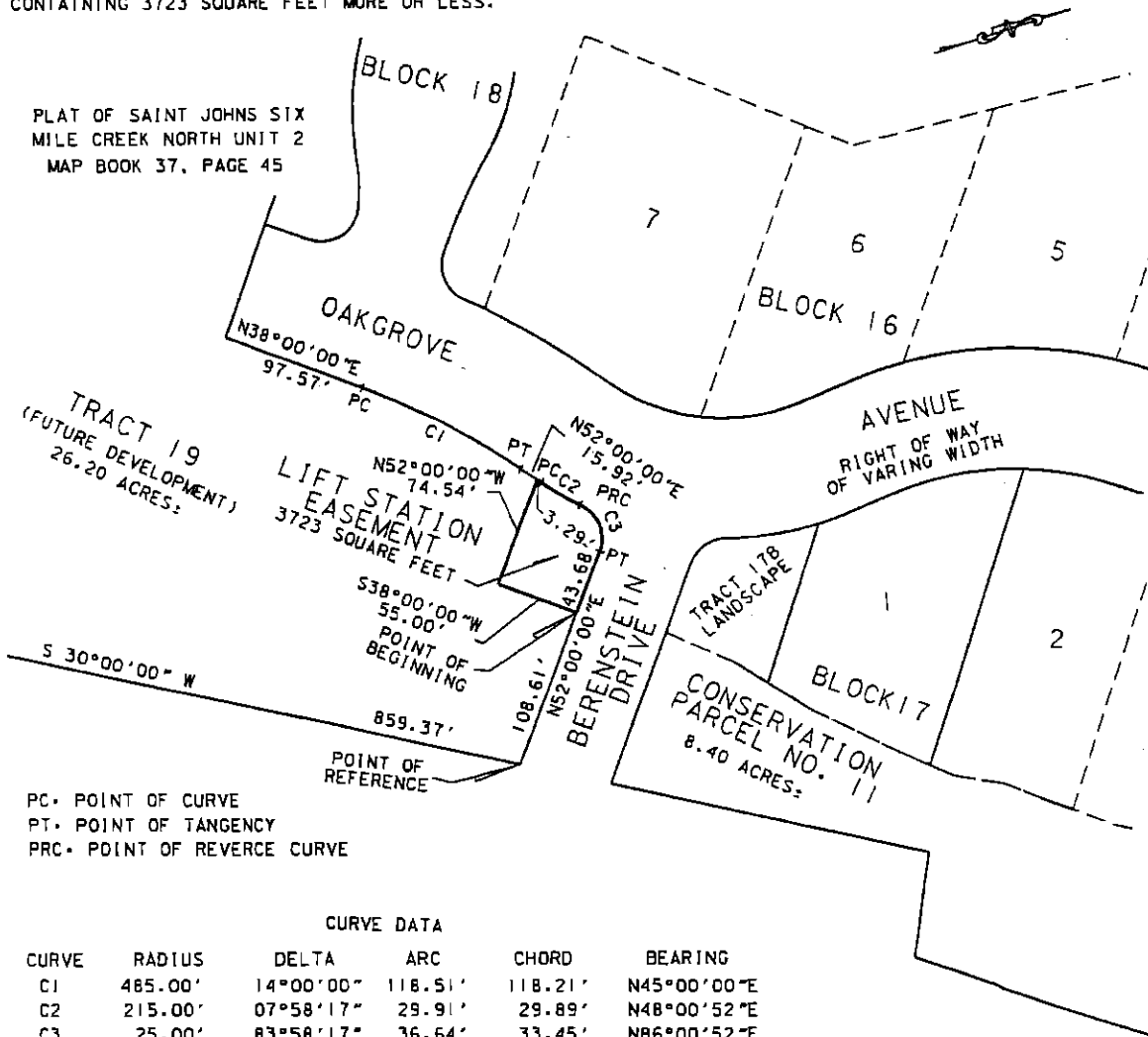
TOGETHER WITH:

MAP OF

ST. JOHNS COUNTY UTILITY DEPARTMENT EASEMENT NO. 1

A PART OF TRACT 19, AS SHOWN ON THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT TWO, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT NORTHEAST CORNER OF SAID TRACT 19 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BERENSTEIN DRIVE (A 50.00 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 52°00'00" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF BERENSTEIN DRIVE, A DISTANCE OF 108.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38°00'00" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET; THENCE NORTH 52°00'00" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (A RIGHT-OF-WAY OF VARYING WIDTH, AS SHOWN ON SAID PLAT), A DISTANCE OF 74.54 FEET; THENCE NORTH 52°00'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, A DISTANCE OF 3.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 215.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF OAKGROVE AVENUE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 48°00'52" EAST AND A CHORD DISTANCE OF 29.89 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG OAKGROVE AVENUE AND BERENSTEIN DRIVE, AN ARC DISTANCE OF 36.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°00'52" EAST AND A CHORD DISTANCE OF 33.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°00'00" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF BERENSTEIN DRIVE, A DISTANCE OF 43.68 FEET TO THE POINT OF BEGINNING.  
CONTAINING 3723 SQUARE FEET MORE OR LESS.

PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2 MAP BOOK 37, PAGE 45



PC - POINT OF CURVE  
PT - POINT OF TANGENCY  
PRC - POINT OF REVERSE CURVE

CURVE DATA

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	485.00'	14°00'00"	118.51'	118.21'	N45°00'00"E
C2	215.00'	07°58'17"	29.91'	29.89'	N48°00'52"E
C3	25.00'	83°58'17"	36.64'	33.45'	N86°00'52"E

BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, WITH THE NORTHEAST LINE OF TRACT 19, PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2 AS DESCRIBED IN MAP BOOK 37, PAGE 45, AS BEING N 52°00'00"W

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

**Bessent, Hammack & Ruckman, Inc.**  
Engineers • Planners • Landscape Architects • Surveyors  
1900 Corporate Square Boulevard  
Jacksonville, Florida 32216  
Phone (904) 721-2991 Fax (904) 725-0171  
Certification Number LB 6739

CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021  
DATED: AUGUST 11, 20 00  
SCALE: 1" = 100'

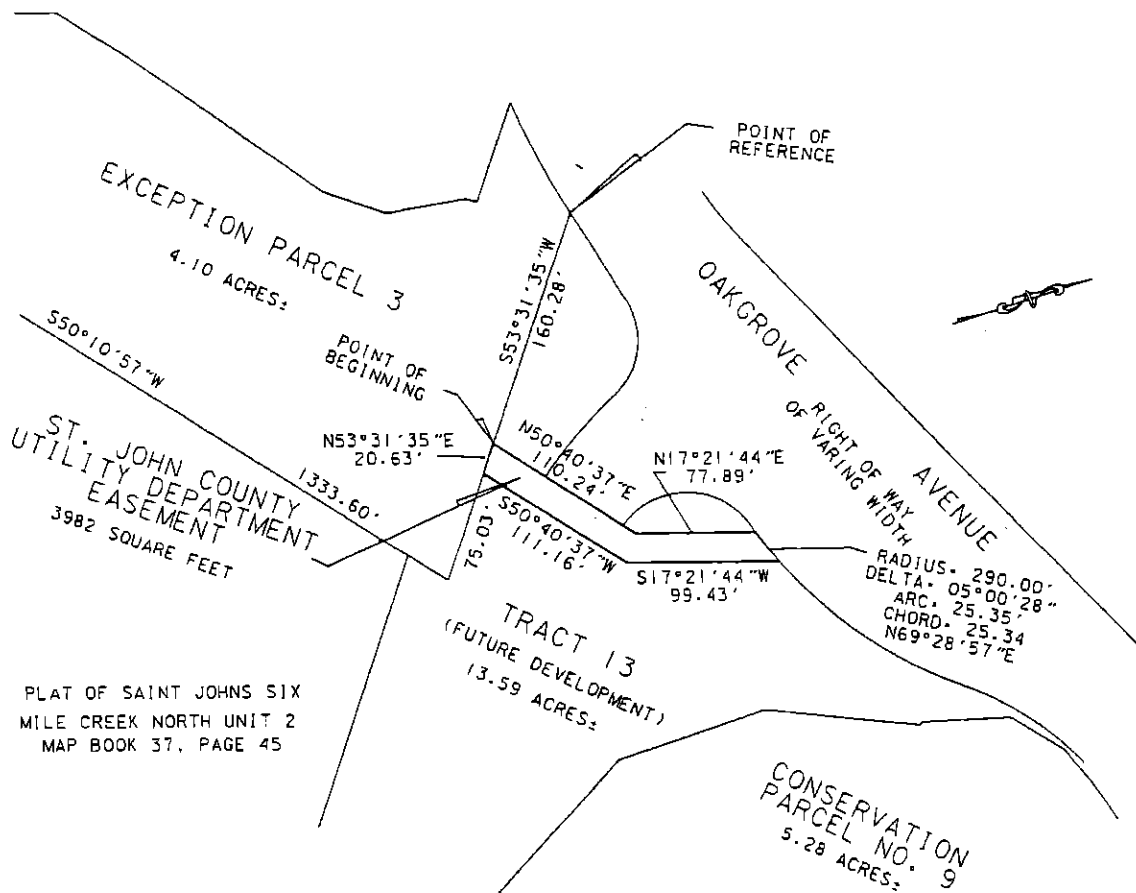
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MAP OF

ST. JOHNS COUNTY UTILITY DEPARTMENT EASEMENT NO.2

A PART OF TRACT 13, AS SHOWN ON THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT TWO, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT COMMON CORNER TO EXCEPTION PARCEL NO. 3 (A 4.10 ACRE TRACT OF LAND) AND THE SOUTHWESTERLY CORNER OF TRACT 13, FUTURE DEVELOPMENT (A 13.59 ACRE TRACT) AS SHOWN ON SAID PLAT AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (A RIGHT-OF-WAY OF VARYING WIDTH, AS SHOWN ON SAID PLAT); THENCE SOUTH 53°31'35" WEST ALONG THE NORTHERLY LINE OF SAID EXCEPTION PARCEL NO. 3, A DISTANCE OF 160.28 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°40'37" EAST, A DISTANCE OF 110.24 FEET; THENCE NORTH 17°21'44" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID OAKGROVE AVENUE, A DISTANCE OF 77.89 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 290.00 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 25.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69°28'57" EAST AND A CHORD DISTANCE OF 25.34 FEET; THENCE SOUTH 77°21'44" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.43 FEET; THENCE SOUTH 50°40'37" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID DIVISION LINE BETWEEN SAID EXCEPTION PARCEL NO. 3 AND SAID TRACT 13, A DISTANCE OF 111.16 FEET; THENCE NORTH 53°31'35" EAST ALONG SAID NORTHERLY LINE OF EXCEPTION PARCEL NO. 3, A DISTANCE OF 20.63 TO THE POINT OF BEGINNING.

CONTAINING 3982 SQUARE FEET MORE OR LESS.



BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, WITH THE SOUTHWEST LINE OF TRACT 13, PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2 AS DESCRIBED IN MAP BOOK 37, PAGE 45, AS BEING N 53°31'35"W

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Bessent, Hammack & Ruckman, Inc.

Engineers • Planners • Landscape Architects • Surveyors  
 1900 Corporate Square Boulevard  
 Jacksonville, Florida 32216  
 Phone (904) 721-2991 Fax (904) 725-0171  
 Certification Number LB 6739

CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021

DATED: AUGUST 11, 20 00

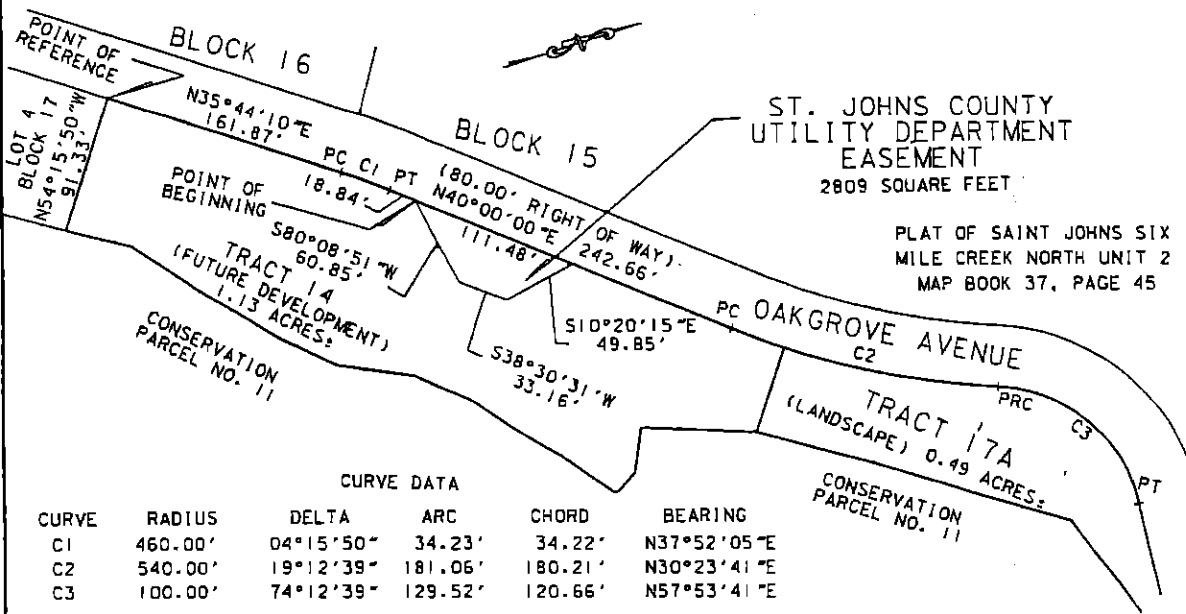
SCALE: 1" = 100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**MAP OF  
ST. JOHNS COUNTY UTILITY DEPARTMENT EASEMENT NO. 3**

A PART OF TRACT 14, FUTURE DEVELOPMENT (A 1.13 ACRE TRACT OF LAND) AS SHOWN ON THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT TWO, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE DIVISION LINE BETWEEN LOTS 4, BLOCK 17 AND SAID TRACT 14 AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH 35°44'10" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, A DISTANCE OF 161.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 34.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°52'05" EAST AND A CHORD DISTANCE OF 34.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°00'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, A DISTANCE OF 18.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 40°00'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.48 FEET; THENCE SOUTH 10°20'15" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, A DISTANCE OF 49.85 FEET; THENCE SOUTH 38°30'31" WEST, A DISTANCE OF 33.16 FEET; THENCE SOUTH 80°08'51" WEST, A DISTANCE OF 60.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 2809 SQUARE FEET MORE OR LESS.



**ST. JOHNS COUNTY  
UTILITY DEPARTMENT  
EASEMENT  
2809 SQUARE FEET**

PLAT OF SAINT JOHNS SIX  
MILE CREEK NORTH UNIT 2  
MAP BOOK 37, PAGE 45

**CURVE DATA**

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	460.00'	04°15'50"	34.23'	34.22'	N37°52'05" E
C2	540.00'	19°12'39"	181.06'	180.21'	N30°23'41" E
C3	100.00'	74°12'39"	129.52'	120.66'	N57°53'41" E

PC - POINT OF CURVE  
PT - POINT OF TANGENCY  
PRC - POINT OF REVERSE CURVE

BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, WITH THE NORTH LINE OF LOT 1, BLOCK 17, PLAT OF SAINT JOHNS SIX MILE AS BEING S54°15'50"E CREEK NORTH UNIT 2 AS DESCRIBED IN MAP BOOK 37, PAGE 45.

**THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY**



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SCALE: 1" = 100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

1. Allocation of Development Rights dated July 20, 1998 by and among SJH Partnership, Ltd., a Florida limited partnership and Dunavant Enterprises, Inc., a Tennessee corporation and SJ Land Associates, LLC, a Delaware limited liability company, dated July 20, 1998 and recorded July 21, 1998 in Official Records Book 1335, page 340 of the public records of St. Johns County, Florida.
2. Saint Johns DRI Development Order approved under St. Johns County, Florida Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as further modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119 and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, page 205, as further modified by Modification of Saint Johns Development of Regional Impact Development Order on September 28, 1998, under Resolution 98-179 as noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883, Notice Of DRI/Development Order Modification, to the Saint Johns Development of Regional Impact Development Order on January 26, 1999, under Resolution 99-20 recorded in Official Records Book 1388, page 1323; as further modified by Modification of Saint Johns Development of Regional Impact Development Order under Resolution 99-173 on November 9, 1999 and Notice of DRI/Development Order Modification recorded in Official Records Book 1459, page 983 all of St. Johns County, Florida.
3. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
4. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.
5. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584, of the Public Records of St. Johns County, Florida.
6. Impact Fee Credit Agreement (Road Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1596; Addendum To Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 590 and Addendum To Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 1826, all of the Public Records of St. Johns County, Florida.

7. Six Mile Creek Water And Wastewater Connection Fee Reimbursement Agreement recorded February 9, 1999 in Official Records Book 1384, page 1780 of the public records of St. Johns County, Florida.
8. MORTGAGE AND SECURITY AGREEMENT SECURING A DEVELOPMENT LOAN from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., dated October 2, 1998 and recorded October 5, 1998 in Official Records Book 1353, page 1142, in the original principal amount of \$20,000,000.00; Acknowledgment Of Additional Intangible Tax Payment recorded December 3, 1998 in Official Records Book 1367, page 1224; Consent And Subordination Agreement (Six Mile Creek Declaration-OR 1374-1850) recorded in Official Records Book 1374, page 1924 and re-recorded in Official Records Book 1381, page 131; Consent And Subordination Agreement (Conveyance Documents) recorded in Official Records Book 1375, page 81; Acknowledgment Of Additional Intangible Tax Payment recorded February 12, 1999 in Official Records Book 1385, page 1929; Acknowledgment Of Additional Intangible Tax Payment recorded April 6, 1999 in Official Records Book 1399, page 930; Acknowledgment Of Additional Intangible Tax Payment recorded June 3, 1999 in Official Records Book 1414, page 877; Acknowledgment Of Additional Intangible Tax Payment recorded June 29, 1999 in Official Records Book 1421, page 964, and Acknowledgment Of Additional Intangible Tax Payment recorded July 14, 1999 in Official Records Book 1425, page 1925, Acknowledgment Of Additional Intangible Tax Payment recorded August 9, 1999 in Official Records Book 1432, page 1699, Acknowledgment Of Additional Intangible Tax Payment recorded September 9, 1999 in Official Records Book 1440, page 626, Acknowledgment Of Additional Intangible Tax Payment recorded October 4, 1999 in Official Records Book 1445, page 618, Acknowledgment Of Additional Intangible Tax Payment recorded November 4, 1999 in Official Records Book 1453, page 123, Acknowledgment Of Additional Intangible Tax Payment recorded December 6, 1999 in Official Records Book 1459, page 369, Acknowledgment Of Additional Intangible Tax Payment recorded January 11, 2000 in Official Records Book 1467, page 54, Acknowledgment Of Additional Intangible Tax Payment recorded March 3, 2000 in Official Records Book 1478, page 640, and Acknowledgment Of Additional Intangible Tax Payment recorded April 3, 2000 in Official Records Book 1485, page 1225, and Acknowledgment Of Additional Intangible Tax Payment recorded July 17, 2000 in Official Records Book 1511, page 1203, all of the public records of St. Johns County, Florida. **(Blanket)**
9. CONDITIONAL ASSIGNMENT OF RENTS, LEASES, REVENUES AND PROFITS from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., dated October 2, 1998 and recorded October 5, 1998 in Official Records Book 1353, page 1171; Consent And Subordination Agreement (Six Mile Creek Declaration-OR 1374-1850) recorded in Official Records Book 1374, page 1924 and re-recorded in Official Records Book 1381, page 131; Consent And Subordination Agreement (Conveyance Documents) recorded in Official Records Book 1375, page 81, all of the public records of St. Johns County, Florida.

10. UCC-1 FINANCING STATEMENT from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., recorded October 5, 1998 in Official Records Book 1353, page 1183, as amended by Statement Of Change – UCC-3 recorded in Official Records Book 1374, page 1847; and Consent And Subordination Agreement (Six Mile Creek Declaration-OR 1374-1850) recorded in Official Records Book 1374, page 1924 and re-recorded in Official Records Book 1381, page 131; and Consent And Subordination Agreement (Conveyance Documents) recorded in Official Records Book 1375, page 81, all of the public records of St. Johns County, Florida.
11. First Amendment To Assignment Of Borrower's Interest In Contract Documents by and between SunTrust Bank, North Florida, N.A. and SJ Land Associates, LLC, a Delaware Limited Liability Company, recorded December 31, 1998 in Official Records Book 1375, page 85 of the public records of St. Johns County, Florida.
12. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in Declaration Of Covenants And Restrictions For Saint Johns – Six Mile Creek North recorded December 31, 1998 in Official Records Book 1374, page 1850; First Amendment To Declaration Of Covenants And Restrictions For St. Johns-Six Mile Creek North recorded May 24, 1999 in Official Records Book 1411, page 1308 and Supplementary Declaration Of Covenants And Restrictions For Saint Johns – Six Mile Creek North And Amendment recorded December 10, 1999 in Official Records Book 1460, page 1305, all of the public records of St. Johns County, Florida.
13. Impact Fee Credit Agreement (Public Capital Facilities Impact Fees) recorded December 1, 1999 in Official Records Book 1458, page 498, of the public records of St. Johns County, Florida.
14. Easements (Lake and Drainage System), as set forth in Special Warranty Deed (Six Mile Creek Central Parcel) to Kernan Mill, Inc., recorded December 17, 1999 in Official Records Book 1462, page 278, of the public records of St. Johns County, Florida. (Note: Limited to Stormwater Drainage System.)
15. Declaration Of Covenants, Easements And Restrictions (Six Mile Creek Parcel), recorded December 31, 1998 in Official Records Book 1374, page 2006, of the public records of St. Johns County, Florida.
16. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in Declaration Of Covenants And Restrictions For Six Mile Creek North Residential Lots, recorded March 8, 2000, in Official Records Book 1479, page 970, of the public records of St. Johns County, Florida.
17. Matters shown on Plat of Saint Johns Six Mile Creek North Unit 2, as recorded in Map Book 37, pages 45 through 61, inclusive, of the public records of St. Johns County, Florida.
18. Taxes for year 2000 and subsequent years.

**EASEMENT FOR UTILITIES**  
**SIX MILE CREEK NORTH**

[ PARCELS 15 AND 18 AND ASSOCIATED IMPROVEMENTS ]

THIS EASEMENT executed and given this 15<sup>th</sup> day of September, 2000, by **SJ LAND ASSOCIATES, LLC**, with an address of c/o Davidson Development, Inc., 101 East Town Place, Suite 200, St. Augustine, Florida 32092, 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 if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (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.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record including but not limited to those set forth on Exhibit "B" attached hereto.

(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. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

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.



**CONSENT AND JOINDER**

**SunTrust Bank, a Georgia banking corporation authorized to transact business in the State of Florida, as successor by merger to SunTrust Bank, North Florida, N.A., as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1353, page 1142 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:

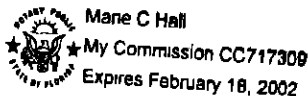
**SunTrust Bank, a Georgia banking corporation authorized to transact business in the State of Florida, as successor by merger to SunTrust Bank, North Florida, N.A.**

*Richard S. Fischer*  
Print: Richard S. Fischer  
*Marie C Hall*  
Print: MARIE C Hall

BY: *[Signature]*  
ITS: Larry W. Nordmann  
ITS: 1st Vice President

STATE OF FLORIDA        }  
  }SS  
COUNTY OF Duval        }

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of Sept, 2000, by Larry W. Nordmann, as 1st VP of SunTrust Bank, a Georgia banking corporation authorized to transact business in the State of Florida, as successor by merger to SunTrust Bank, North Florida, N.A., on behalf of the bank.



*Marie C Hall*  
Print Name Marie Hall  
NOTARY PUBLIC  
State of FLORIDA at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

## EXHIBIT A

THE EASEMENT AREA GRANTED BY THIS DOCUMENT SHALL INCLUDE THE RIGHT-OF-WAY OF THE FOLLOWING LISTED PROJECT ROADS AND DRIVES AS WELL AS THE AREA AND TRACTS LISTED BELOW, WHICH ARE PART OF THE SAINT JOHNS SIX MILE CREEK NORTH UNIT 2 PLAT, RECORDED MAP BOOK 37, PAGES 45-61 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ("PLAT"). THE EASEMENT AREA SHALL NOT INCLUDE THE DRIVEWAYS TO INDIVIDUAL HOMES EXCEPT FOR THE PART OF SUCH DRIVEWAYS WITHIN ROAD RIGHT-OF-WAYS. THE FOLLOWING ROADS WITHIN THE PLAT ARE PART OF THE EASEMENT AREA FOR THE PURPOSES OF THIS DOCUMENT:

EAST HERITAGE COVE DRIVE, WEST HERITAGE COVE DRIVE, CANOPY WAY, CREST STREET AND KINGDOM WAY

TOGETHER WITH:

### UTILITY EASEMENT

A PART OF LOT 1, BLOCK 16 AND A PART OF LOTS 12 AND 13, BLOCK 15, AS SHOWN ON THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGE 45 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT A POINT IN THE DIVISION LINE BETWEEN SAID LOT 1, BLOCK 16 AND SAID LOT 13, BLOCK 15 OF SAID PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 9.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°12'34" WEST AND A CHORD DISTANCE OF 9.45 FEET TO A POINT ON SAID CURVE; THENCE NORTH 48°59'29" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, A DISTANCE OF 119.52 FEET; THENCE NORTH 16°00'00" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST HERITAGE COVE DRIVE (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) A DISTANCE OF 52.29 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST HERITAGE COVE DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°00'00" EAST AND A CHORD DISTANCE OF 30.00 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 16°00'00" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST HERITAGE COVE DRIVE, A DISTANCE OF 33.18 FEET; THENCE SOUTH 49°33'27" EAST ALONG A LINE TO ITS INTERSECTION WITH AFORESAID WESTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, A DISTANCE OF 98.98 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°51'21" WEST AND A CHORD DISTANCE OF 21.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.10 ACRES MORE OR LESS.

## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Allocation of Development Rights dated July 20, 1998 by and among SJH Partnership, Ltd., a Florida limited partnership and Dunavant Enterprises, Inc., a Tennessee corporation and SJ Land Associates, LLC, a Delaware limited liability company, dated July 20, 1998 and recorded July 21, 1998 in Official Records Book 1335, page 340 of the public records of St. Johns County, Florida.
2. Saint Johns DRI Development Order approved under St. Johns County, Florida Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as further modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119 and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, page 205, as further modified by Modification of Saint Johns Development of Regional Impact Development Order on September 28, 1998, under Resolution 98-179 as noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883, Notice Of DRI/Development Order Modification, to the Saint Johns Development of Regional Impact Development Order on January 26, 1999, under Resolution 99-20 recorded in Official Records Book 1388, page 1323; as further modified by Modification of Saint Johns Development of Regional Impact Development Order under Resolution 99-173 on November 9, 1999 and Notice of DRI/Development Order Modification recorded in Official Records Book 1459, page 983 all of St. Johns County, Florida.
3. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
4. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.
5. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584, of the Public Records of St. Johns County, Florida.
6. Impact Fee Credit Agreement (Road Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1596; Addendum To Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 590 and Addendum To Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 1826, all of the Public Records of St. Johns County, Florida.

7. Six Mile Creek Water And Wastewater Connection Fee Reimbursement Agreement recorded February 9, 1999 in Official Records Book 1384, page 1780 of the public records of St. Johns County, Florida.
  
8. MORTGAGE AND SECURITY AGREEMENT SECURING A DEVELOPMENT LOAN from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., dated October 2, 1998 and recorded October 5, 1998 in Official Records Book 1353, page 1142, in the original principal amount of \$20,000,000.00; Acknowledgment Of Additional Intangible Tax Payment recorded December 3, 1998 in Official Records Book 1367, page 1224; Consent And Subordination Agreement (Six Mile Creek Declaration-OR 1374-1850) recorded in Official Records Book 1374, page 1924 and re-recorded in Official Records Book 1381, page 131; Consent And Subordination Agreement (Conveyance Documents) recorded in Official Records Book 1375, page 81; Acknowledgment Of Additional Intangible Tax Payment recorded February 12, 1999 in Official Records Book 1385, page 1929; Acknowledgment Of Additional Intangible Tax Payment recorded April 6, 1999 in Official Records Book 1399, page 930; Acknowledgment Of Additional Intangible Tax Payment recorded June 3, 1999 in Official Records Book 1414, page 877; Acknowledgment Of Additional Intangible Tax Payment recorded June 29, 1999 in Official Records Book 1421, page 964, and Acknowledgment Of Additional Intangible Tax Payment recorded July 14, 1999 in Official Records Book 1425, page 1925, Acknowledgment Of Additional Intangible Tax Payment recorded August 9, 1999 in Official Records Book 1432, page 1699, Acknowledgment Of Additional Intangible Tax Payment recorded September 9, 1999 in Official Records Book 1440, page 626, Acknowledgment Of Additional Intangible Tax Payment recorded October 4, 1999 in Official Records Book 1445, page 618, Acknowledgment Of Additional Intangible Tax Payment recorded November 4, 1999 in Official Records Book 1453, page 123, Acknowledgment Of Additional Intangible Tax Payment recorded December 6, 1999 in Official Records Book 1459, page 369, Acknowledgment Of Additional Intangible Tax Payment recorded January 11, 2000 in Official Records Book 1467, page 54, Acknowledgment Of Additional Intangible Tax Payment recorded March 3, 2000 in Official Records Book 1478, page 640, and Acknowledgment Of Additional Intangible Tax Payment recorded April 3, 2000 in Official Records Book 1485, page 1225, and Acknowledgment Of Additional Intangible Tax Payment recorded July 17, 2000 in Official Records Book 1511, page 1203, all of the public records of St. Johns County, Florida. **(Blanket)**
  
9. CONDITIONAL ASSIGNMENT OF RENTS, LEASES, REVENUES AND PROFITS from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., dated October 2, 1998 and recorded October 5, 1998 in Official Records Book 1353, page 1171; Consent And Subordination Agreement (Six Mile Creek Declaration-OR 1374-1850) recorded in Official Records Book 1374, page 1924 and re-recorded in Official Records Book 1381, page 131; Consent And Subordination Agreement (Conveyance Documents) recorded in Official Records Book 1375, page 81, all of the public records of St. Johns County, Florida.

10. UCC-1 FINANCING STATEMENT from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., recorded October 5, 1998 in Official Records Book 1353, page 1183, as amended by Statement Of Change – UCC-3 recorded in Official Records Book 1374, page 1847; and Consent And Subordination Agreement (Six Mile Creek Declaration-OR 1374-1850) recorded in Official Records Book 1374, page 1924 and re-recorded in Official Records Book 1381, page 131; and Consent And Subordination Agreement (Conveyance Documents) recorded in Official Records Book 1375, page 81, all of the public records of St. Johns County, Florida.
11. First Amendment To Assignment Of Borrower's Interest In Contract Documents by and between SunTrust Bank, North Florida, N.A. and SJ Land Associates, LLC, a Delaware Limited Liability Company, recorded December 31, 1998 in Official Records Book 1375, page 85 of the public records of St. Johns County, Florida.
12. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in Declaration Of Covenants And Restrictions For Saint Johns – Six Mile Creek North recorded December 31, 1998 in Official Records Book 1374, page 1850; First Amendment To Declaration Of Covenants And Restrictions For St. Johns-Six Mile Creek North recorded May 24, 1999 in Official Records Book 1411, page 1308 and Supplementary Declaration Of Covenants And Restrictions For Saint Johns – Six Mile Creek North And Amendment recorded December 10, 1999 in Official Records Book 1460, page 1305, all of the public records of St. Johns County, Florida.
13. Impact Fee Credit Agreement (Public Capital Facilities Impact Fees) recorded December 1, 1999 in Official Records Book 1458, page 498, of the public records of St. Johns County, Florida.
14. Easements (Lake and Drainage System), as set forth in Special Warranty Deed (Six Mile Creek Central Parcel) to Kernan Mill, Inc., recorded December 17, 1999 in Official Records Book 1462, page 278, of the public records of St. Johns County, Florida. (Note: Limited to Stormwater Drainage System.)
15. Declaration Of Covenants, Easements And Restrictions (Six Mile Creek Parcel), recorded December 31, 1998 in Official Records Book 1374, page 2006, of the public records of St. Johns County, Florida.
16. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in Declaration Of Covenants And Restrictions For Six Mile Creek North Residential Lots, recorded March 8, 2000, in Official Records Book 1479, page 970, of the public records of St. Johns County, Florida.
17. Matters shown on Plat of Saint Johns Six Mile Creek North Unit 2, as recorded in Map Book 37, pages 45 through 61, inclusive, of the public records of St. Johns County, Florida.
18. Taxes for year 2000 and subsequent years.

**BILL OF SALE**

**UTILITY IMPROVEMENTS / SIX MILE CREEK NORTH  
PHASE I PART II-B AND ASSOCIATED IMPROVEMENTS**

**SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system (the "Improvements") for portions of Six Mile Creek North within the Saint Johns project. All of the Improvements are included on approved construction plan drawings prepared by England Thims & Miller, titled Six Mile Creek North Phase I, portion of Infrastructure and Entrance Road including Parcels 10, 12, 16 and 17, last revision date of July 13, 1999 and marked approved by St. Johns County on August 6, 1999 (the "Plans"). Portions of the Improvements are lying within the right-of-ways of Oakgrove Avenue and Berenstein Drive, as shown on the Saint Johns Six Mile Creek North Unit 2 Plat recorded at Map Book 37, pages 45-61 of the public records of St. Johns County, Florida, as well as within the areas described on the attached Exhibit A. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

SJ Land Associates, LLC does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

**IN WITNESS WHEREOF**, SJ Land Associates, LLC has caused this instrument to be duly executed and delivered by its duly authorized officer on this 15<sup>th</sup> day of September, 2000.

**SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company

By: **SJ LAND COMPANY**, its managing member

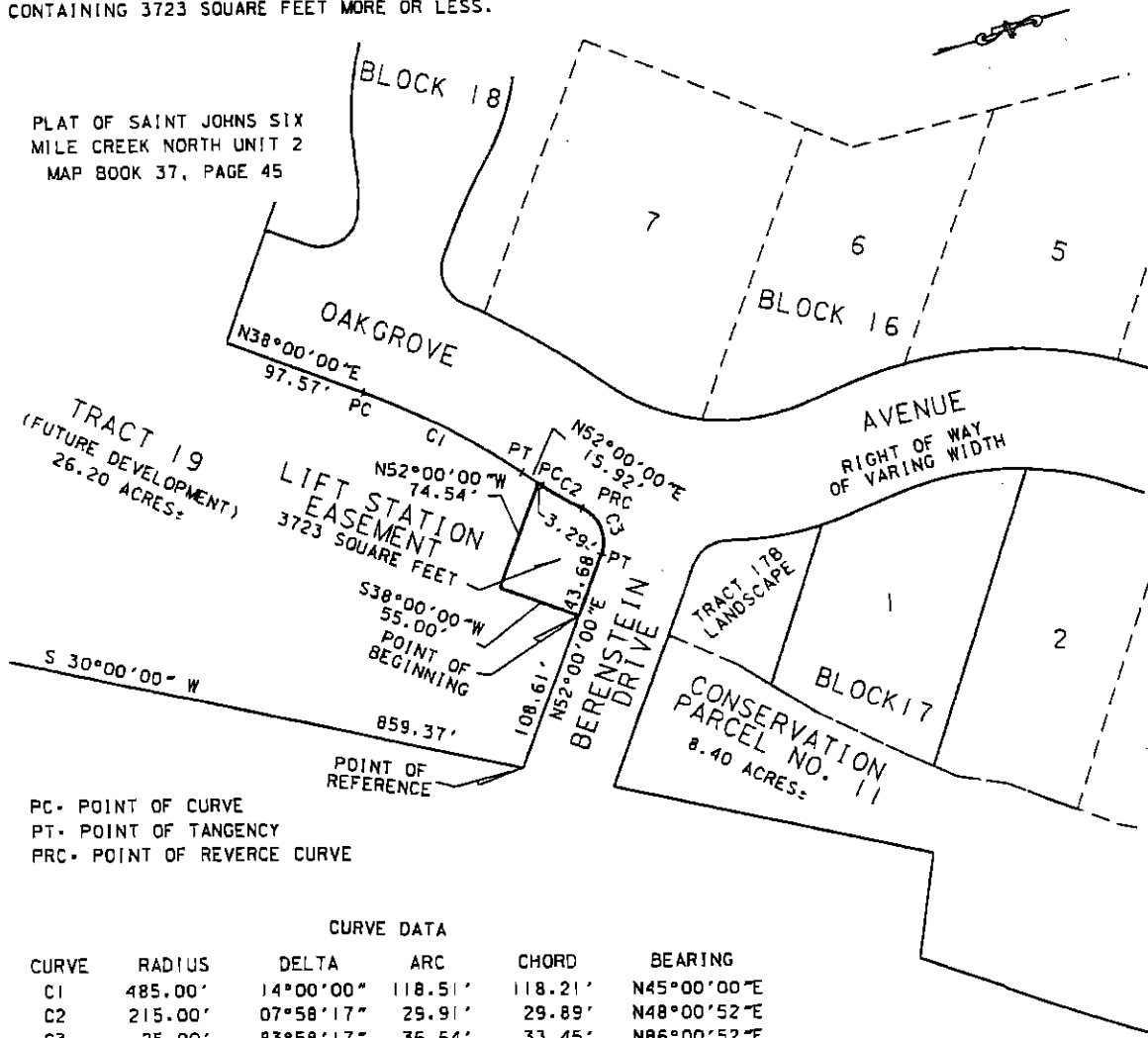
By: \_\_\_\_\_

James E. Davidson, Jr.  
Executive Vice President  
Development Administration

# MAP OF ST. JOHNS COUNTY UTILITY DEPARTMENT EASEMENT NO. 1

A PART OF TRACT 19, AS SHOWN ON THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT TWO, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT NORTHEAST CORNER OF SAID TRACT 19 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BERENSTEIN DRIVE (A 60.00 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 52°00'00" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF BERENSTEIN DRIVE, A DISTANCE OF 108.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38°00'00" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET; THENCE NORTH 52°00'00" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (A RIGHT-OF-WAY OF VARYING WIDTH, AS SHOWN ON SAID PLAT), A DISTANCE OF 74.54 FEET; THENCE NORTH 52°00'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, A DISTANCE OF 3.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 215.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF OAKGROVE AVENUE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 48°00'52" EAST AND A CHORD DISTANCE OF 29.89 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG OAKGROVE AVENUE AND BERENSTEIN DRIVE, AN ARC DISTANCE OF 36.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°00'52" EAST AND A CHORD DISTANCE OF 33.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°00'00" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF BERENSTEIN DRIVE, A DISTANCE OF 43.68 FEET TO THE POINT OF BEGINNING.  
CONTAINING 3723 SQUARE FEET MORE OR LESS.

PLAT OF SAINT JOHNS SIX  
MILE CREEK NORTH UNIT 2  
MAP BOOK 37, PAGE 45



**EXHIBIT A**

PC - POINT OF CURVE  
PT - POINT OF TANGENCY  
PRC - POINT OF REVERSE CURVE

**CURVE DATA**

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	485.00'	14°00'00"	118.51'	118.21'	N45°00'00"E
C2	215.00'	07°58'17"	29.91'	29.89'	N48°00'52"E
C3	25.00'	83°58'17"	36.64'	33.45'	N86°00'52"E

BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE. WITH THE NORTHEAST LINE OF TRACT 19, PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2 AS DESCRIBED IN MAP BOOK 37, PAGE 45, AS BEING N 52°00'00" W

**THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY**



I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

**Bessent, Hammack & Ruckman, Inc.**  
Engineers • Planners • Landscape Architects • Surveyors  
1900 Corporate Square Boulevard  
Jacksonville, Florida 32216  
Phone (904) 721-2991 Fax (904) 725-0171  
Certification Number LB 6739

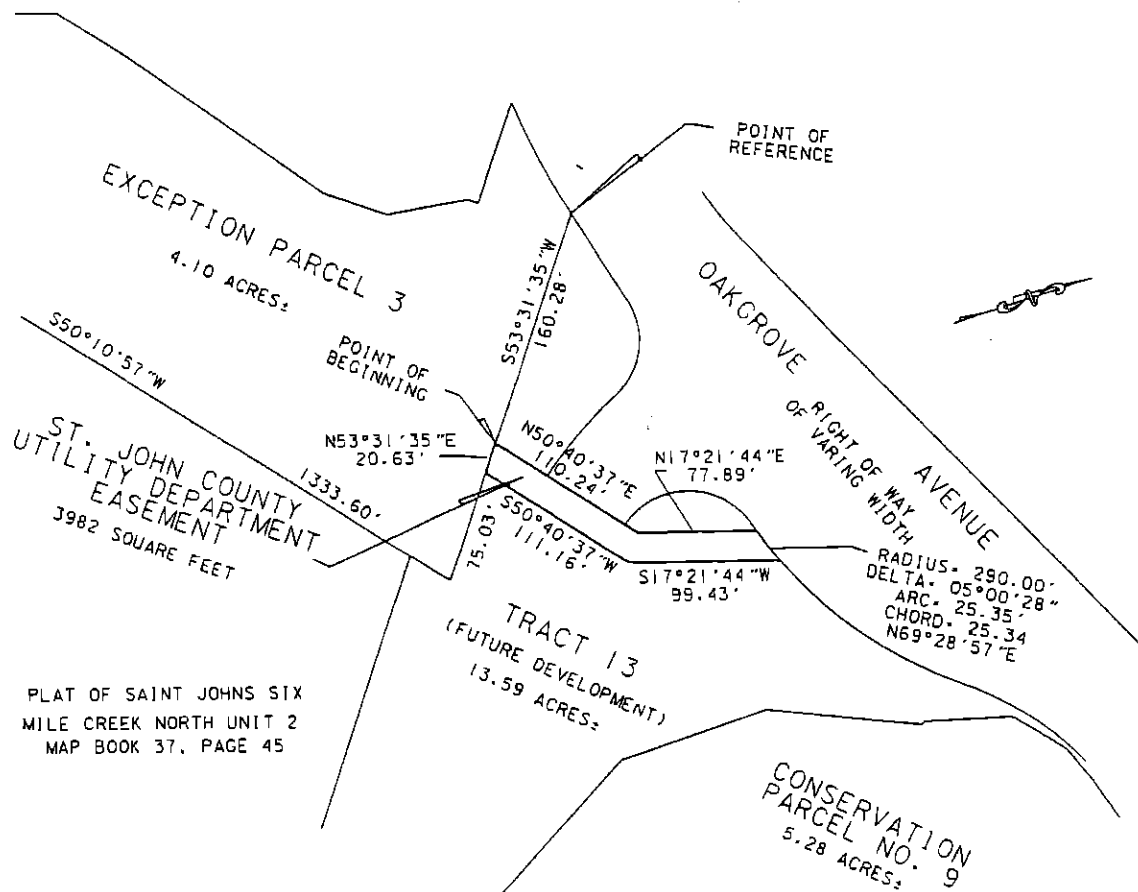
CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021  
DATED: AUGUST 11, 20 00  
SCALE: 1" = 100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

# MAP OF ST. JOHNS COUNTY UTILITY DEPARTMENT EASEMENT NO.2

A PART OF TRACT 13, AS SHOWN ON THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT TWO, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A COMMON CORNER TO EXCEPTION PARCEL NO. 3 (A 4.10 ACRE TRACT OF LAND) AND THE SOUTHWESTERLY CORNER OF TRACT 13, FUTURE DEVELOPMENT (A 13.59 ACRE TRACT) AS SHOWN ON SAID PLAT AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (A RIGHT-OF-WAY OF VARYING WIDTH, AS SHOWN ON SAID PLAT); THENCE SOUTH 53°31'35" WEST ALONG THE NORTHERLY LINE OF SAID EXCEPTION PARCEL NO. 3, A DISTANCE OF 160.28 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°40'37" EAST, A DISTANCE OF 110.24 FEET; THENCE NORTH 17°21'44" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID OAKGROVE AVENUE, A DISTANCE OF 77.89 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 290.00 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 25.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69°28'57" EAST AND A CHORD DISTANCE OF 25.34 FEET; THENCE SOUTH 77°21'44" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.43 FEET; THENCE SOUTH 50°40'37" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID DIVISION LINE BETWEEN SAID EXCEPTION PARCEL NO. 3 AND SAID TRACT 13, A DISTANCE OF 111.16 FEET; THENCE NORTH 53°31'35" EAST ALONG SAID NORTHERLY LINE OF EXCEPTION PARCEL NO. 3, A DISTANCE OF 20.63 TO THE POINT OF BEGINNING.

CONTAINING 3982 SQUARE FEET MORE OR LESS.



PLAT OF SAINT JOHNS SIX  
MILE CREEK NORTH UNIT 2  
MAP BOOK 37, PAGE 45

BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, WITH THE SOUTHWEST LINE OF TRACT 13, PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2 AS DESCRIBED IN MAP BOOK 37, PAGE 45, AS BEING N 53°31'35"W

**THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY**



I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

**Bessent, Hammack & Ruckman, Inc.**

Engineers • Planners • Landscape Architects • Surveyors  
1900 Corporate Square Boulevard  
Jacksonville, Florida 32216  
Phone (904) 721-2991 Fax (904) 725-0171  
Certification Number LB 6739

CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021

DATED: AUGUST 11, 20 00

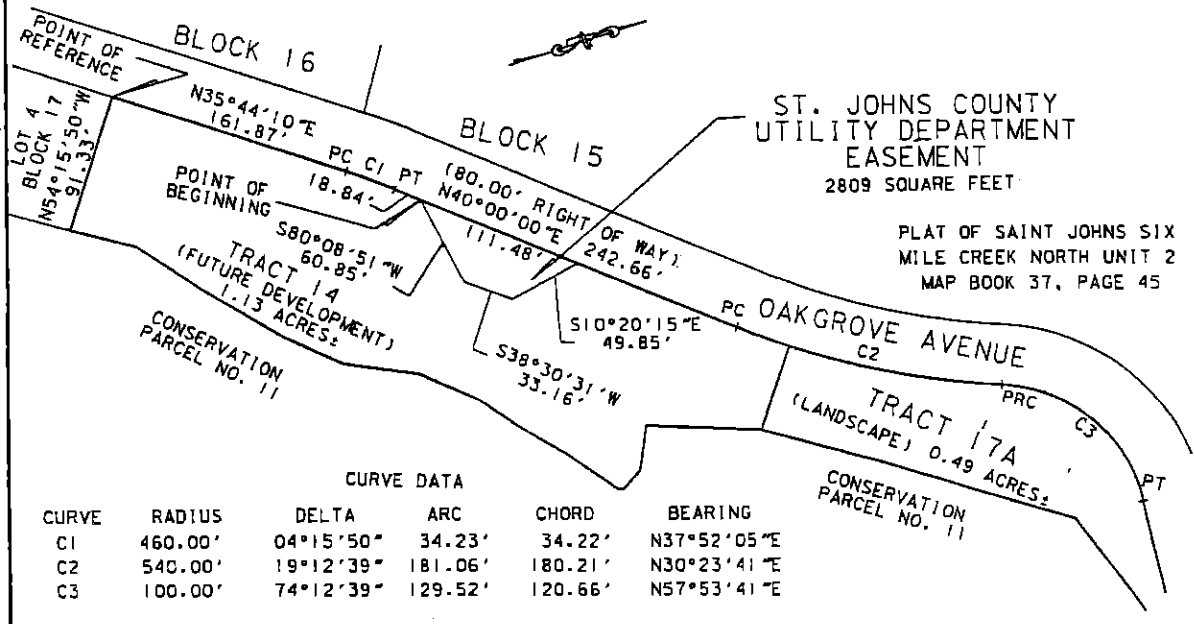
SCALE: 1" = 100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**MAP OF  
ST. JOHNS COUNTY UTILITY DEPARTMENT EASEMENT NO. 3**

A PART OF TRACT 14, FUTURE DEVELOPMENT (A 1.13 ACRE TRACT OF LAND) AS SHOWN ON THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT TWO, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE DIVISION LINE BETWEEN LOTS 4, BLOCK 17 AND SAID TRACT 14 AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH 35°44'10" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, A DISTANCE OF 161.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 34.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°52'05" EAST AND A CHORD DISTANCE OF 34.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°00'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, A DISTANCE OF 18.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 40°00'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.48 FEET; THENCE SOUTH 10°20'15" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, A DISTANCE OF 49.85 FEET; THENCE SOUTH 38°30'31" WEST, A DISTANCE OF 33.16 FEET; THENCE SOUTH 80°08'51" WEST, A DISTANCE OF 60.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 2809 SQUARE FEET MORE OR LESS.



**CURVE DATA**

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	460.00'	04°15'50"	34.23'	34.22'	N37°52'05"E
C2	540.00'	19°12'39"	181.06'	180.21'	N30°23'41"E
C3	100.00'	74°12'39"	129.52'	120.66'	N57°53'41"E

PC- POINT OF CURVE  
PT- POINT OF TANGENCY  
PRC- POINT OF REVERSE CURVE

BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, WITH THE NORTH LINE OF LOT 1, BLOCK 17, PLAT OF SAINT JOHNS SIX MILE AS BEING S54°15'50"E CREEK NORTH UNIT 2 AS DESCRIBED IN MAP BOOK 37, PAGE 45.

**THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY**



I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

**Bessent, Hammack & Ruckman, Inc.**

Engineers • Planners • Landscape Architects • Surveyors  
1900 Corporate Square Boulevard  
Jacksonville, Florida 32216  
Phone (904) 721-2991 Fax (904) 725-0171  
Certification Number LB 6739

CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021

DATED: AUGUST 11, 20 00

SCALE: 1" = 100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

# SCHEDULE A

## SIXMILE CREEK NORTH – Part IIB St. Johns County Utility Department Bill of Materials

### POTABLE WATER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" DR25 PVC	4,775	LF
2	8" DR25 PVC	175	LF
3	12" Gate Valve	3	EA
4	8" Gate Valve	4	EA
5	12" 45° Bend	18	EA
6	12" 22.5° Bend	6	EA
7	8" 45° Bend	2	EA
8	12" Tee	1	EA
9	12"x 8" Tee	4	EA
10	12"x 6" Tee	4	EA
11	12"x 8" Reducer	1	EA
12	12" Cap	1	EA
13	8" Cap	3	EA
14	Fire Hydrant Assemblies	8	EA
15	Flushing Hydrants	3	EA
16	Restraining Joints		LS

### SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	10" Sewer Pipe	646	LF
2	8" Sewer Pipe	2,370	LF
3	Manholes	12	LF

### SANITARY FORCE MAIN

ITEM	DESCRIPTION	QUANTITY	UNIT
1	10" Force Main	4,522	LF
2	8" Force Main	426	LF
3	6" Force Main	80	LF
4	4" Force Main	870	LF
5	8" Gate Valve	1	EA
6	6" Gate Valve	1	EA
7	10" x 6" Tee	1	EA
8	10" x 8" Reducer	1	EA
9	10"-90° Bends	1	EA
10	10"-45° Bends	14	EA
11	10"-22.5° Bends	1	EA
12	2"-Air Release Valves	1	EA
13	8"-Capes	1	EA

**BILL OF SALE**

**UTILITY IMPROVEMENTS / SIX MILE CREEK NORTH  
PARCELS 15 AND 18 AND ASSOCIATED IMPROVEMENTS**

**SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

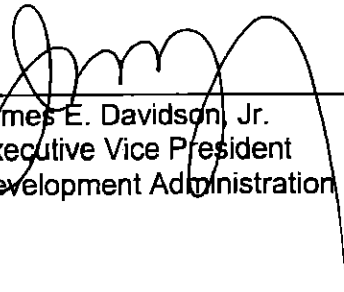
The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system (the "Improvements") for portions of Six Mile Creek North within the Saint Johns project. All of the Improvements are included on approved construction plan drawings prepared by England Thims & Miller, titled Six Mile Creek North Parcels 15 and 18, last revision date of May 17, 1999 and marked approved by St. Johns County on August 6, 1999 (the "Plans"). Portions of the Improvements are lying within the right-of-ways of East Heritage Cove Drive, West Heritage Cove Drive, Canopy Way, Crest Street and Kingdom Way, all as shown on the Saint Johns Six Mile Creek North Unit 2 Plat recorded at Map Book 37, pages 45-61 of the public records of St. Johns County, Florida. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A. Improvements also lying within area described on Exhibit A.

SJ Land Associates, LLC does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

**IN WITNESS WHEREOF**, SJ Land Associates, LLC has caused this instrument to be duly executed and delivered by its duly authorized officer on this 15<sup>th</sup> day of September, 2000.

**SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company

By: **SJ LAND COMPANY**, its managing member

By:   
James E. Davidson, Jr.  
Executive Vice President  
Development Administration

# SCHEDULE A

## SIXMILE CREEK NORTH – PARCEL 15

St. Johns County Utility Department

Bill of Materials

### POTABLE WATER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	8" DR25 PVC	280	LF
2	6" DR25 PVC	575	LF
3	4" DR25 PVC	272	LF
4	2" DR25 PVC	325	LF
5	8" Gate Valve	1	EA
6	8" 45 degree bend	2	EA
7	8"x 8" Tee	2	EA
8	8"x 6" Reducer	4	EA
9	6"x 4" Reducer	3	EA
10	4"x 2" Reducer	1	EA
11	Fire Hydrant Assemblies	2	EA
12	Flushing Hydrants (2")	2	EA
13	Restraining Joints	1	LS
14	6" Gate Valve	5	EA
15	6" Tee	2	EA
16	22.5° Bend 8"	1	EA

### SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	8" Sewer Pipe	1,167	LF
2	Manholes	4	EA

# SCHEDULE A

## SIXMILE CREEK NORTH – PARCEL 18

### St. Johns County Utility Department Bill of Materials

#### POTABLE WATER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	8" DR25 PVC	1,210	LF
2	6" DR25 PVC	400	LF
3	4" DR25 PVC	180	LF
4	2" DR25 PVC	150	LF
5	8" Gate Valve	2	EA
6	4" Gate Valve	3	EA
7	8" 45 degree bend	5	EA
8	8"x 6" Reducer	2	EA
9	6"x 4" Reducer	3	EA
10	4"x 2" Reducer	2	EA
11	Fire Hydrant Assemblies	4	EA
12	Flushing Hydrants (2")	2	EA
13	Restraining Joints	1	LS
14	6" Gate Valve	4	EA
15	8 x 6 Tee	3	EA
16	8" 11 ¼ bend	11	EA
17	4"x 8" Tee	1	EA
18	6" 11 ¼ bend	7	EA
19	6" Tee	1	EA

#### SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	Lift Station No. 4	1	LS
2	10" Sewer Pipe	1,512	LF
3	Manholes	11	EA



