

RESOLUTION NO. 2000- 64

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES FOR THE WATER AND SEWER IMPROVEMENTS SERVICING SIX MILE CREEK NORTH PARCEL OF THE SAINT JOHNS PROJECT.

WHEREAS, SJ Land Associates, LLC, has executed and presented to the County Easements for Utilities, attached hereto as Exhibits "A" and "B", incorporated by reference and made a part hereof, and Partial Assignment of Easement Rights, attached hereto as Exhibit "C", incorporated by reference and made a part hereof, for water and sewer improvements servicing Six Mile Creek North Parcel of the Saint Johns Project; and

WHEREAS, a Bill of Sale conveying all the personal property associated with Six Mile Creek North Parcel has also been executed and is attached hereto as Exhibit "C", incorporated by reference and made a part hereof;

WHEREAS, St. Johns County Utility Department has reviewed and approved the Easements for Utilities and associated documents for the purposes mentioned above; and

WHEREAS, acceptance of the easements 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:

1. The acceptance of the Easements for Utilities and Partial Assignment of Easement Rights for water and sewer improvements are hereby approved.
2. The Clerk is instructed to record the Easements for Utilities, Partial Assignment of Easement Rights and Bill of Sale in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 9th day of May, 2000.

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

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

ATTEST: Cheryl Strickland

By: Patricia A. DeGrade
Deputy Clerk

EASEMENT FOR UTILITIES
(SIX MILE CREEK NORTH)

(REGISTRY BOULEVARD, PARCELS 7 & 8 AND ASSOCIATED IMPROVEMENTS)

THIS EASEMENT executed and given this 24th day of Feb., 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 herelo (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.

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.

Signed, sealed and delivered in the presence of:

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

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

[Signature]
Print: Chris Kizer
[Signature]
Print: Seabac Pro

By: *[Signature]*
James E. Davidson, Jr.
Executive Vice President
Development Administration

[CORPORATE SEAL]

STATE OF Florida)
)SS
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 24TH day of FEB. 2000, by **JAMES E. DAVIDSON, JR.**, as Executive Vice President of Development Administration of **SJ LAND COMPANY**, the managing member of **SJ LAND ASSOCIATES, LLC**, a Delaware Limited Liability Company, on behalf of the company.

[Signature]
(Print Name _____)
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 1 PLAT, RECORDED MAP BOOK 37, PAGES 21-44 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 THE AREAS DESIGNATED ON THE PLAT AS "UTILITY EASEMENT AREAS". THE FOLLOWING ROADS WITHIN THE PLAT ARE PART OF THE EASEMENT AREA FOR THE PURPOSES OF THIS DOCUMENT:

LAND GRANT STREET, REGISTRY BOULEVARD, OAK GROVE AVENUE, CROWN DRIVE, SOLSTICE COURT, CHIMNEY COURT, ST. JAMES AVENUE, BEAR CLAW COURT AND DEN STREET.

THE UTILITY EASEMENT AREAS AND LIFT STATION SITES SHOWN ON THE PLAT WITHIN THE FOLLOWING LISTED TRACTS SHALL ALSO BE A PART OF THE EASEMENT AREA FOR PURPOSES OF THIS DOCUMENT: TRACT 3D, TRACT 5B, TRACT 10A.

THE EASEMENT AREA FOR THE PURPOSE OF THIS DOCUMENT SHALL ALSO INCLUDE THE NORTHERLY MOST 50 FT. OF TRACT 9C AND THE SOUTHERLY MOST 50 FT. OF TRACT 9B.

THE EASEMENT AREA FOR THE PURPOSE OF THIS DOCUMENT SHALL ALSO INCLUDE THE UTILITY EASEMENT SHOWN ON THE PLAT OVER LOTS 32 AND 33 OF BLOCK 8.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2000 and any taxes and assessments levied or assessed subsequent to the date hereof.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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, and 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 and as further modified by Modification of Saint Johns DRI\Development Order Modification under Resolution 99-20, and noticed under Notice of DRI\Development Order Modification recorded in Official Records Book 1388, page 1323, as further modified by Saint Johns DRI/Development Order Modification under Resolution 99-173, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1459, page 983, all of the Official Public Records of St. Johns County, Florida.

7. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
8. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.
9. 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.
10. 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.
11. Right of First Refusal Agreement between Dunavant Enterprises, Inc. and First Union National Bank dated June 26, 1998 and recorded July 2, 1998 in Official Records Book 1330, page 1105, of the public records of St. Johns County, Florida; and Letter Agreement dated June 26, 1998 between Dunavant Enterprises, Inc. and First Union National Bank.
12. 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.

EASEMENT FOR UTILITIES
SAINT JOHNS INTERCHANGE NW PARCEL 19 PARK
(EASEMENT FOR OFFSITE UTILITIES TO SIX MILE PARCEL)

THIS EASEMENT executed and given this 24TH day of Feb., 2000, by **SJH PARTNERSHIP**, 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.

(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

5 FOOT UTILITY EASEMENT

NORTHWEST PARCEL 19

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH $14^{\circ}55'52''$ WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH $53^{\circ}13'38''$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH $50^{\circ}29'50''$ EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 235.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH $53^{\circ}13'38''$ WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.94 FEET; THENCE SOUTH $81^{\circ}46'22''$ WEST, A DISTANCE OF 226.27 FEET; THENCE NORTH $53^{\circ}13'38''$ WEST, A DISTANCE OF 136.72 FEET; THENCE NORTH $36^{\circ}46'22''$ EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH $53^{\circ}13'38''$ EAST, A DISTANCE OF 134.65 FEET; THENCE NORTH $81^{\circ}46'22''$ EAST, A DISTANCE OF 226.27 FEET; THENCE SOUTH $53^{\circ}13'38''$ EAST ALONG A LINE TO ITS INTERSECTION WITH AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 240.23 FEET; THENCE SOUTH $50^{\circ}29'50''$ WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.07 ACRES MORE OR LESS.

Q:\Survey\Legals\sjh\nwpar19util.wpd

PARCEL 19 MAP SHOWING BOUNDARY SURVEY OF

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 214.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 53°13'38" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.77 FEET; THENCE SOUTH 36°46'22" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 53°13'38" WEST, A DISTANCE OF 305.00 FEET; THENCE NORTH 36°46'22" EAST, A DISTANCE OF 305.00 FEET; THENCE NORTH 53°13'38" WEST, A DISTANCE OF 112.00 FEET; THENCE NORTH 36°46'22" EAST, A DISTANCE OF 215.00 FEET; THENCE NORTH 64°00'00" EAST, A DISTANCE OF 173.22 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF PARCEL 18; THENCE SOUTH 61°36'25" EAST, A DISTANCE OF 86.78 FEET; THENCE SOUTH 57°05'41" EAST, A DISTANCE OF 166.10 FEET; THENCE SOUTH 47°51'45" EAST, A DISTANCE OF 174.23 FEET; THENCE SOUTH 39°30'07" EAST, A DISTANCE OF 32.53 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 225.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°57'58" EAST AND A CHORD DISTANCE OF 234.88 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 12°25'48" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 26.34 FEET; THENCE SOUTH 50°29'50" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 584.92 FEET TO THE POINT OF BEGINNING.

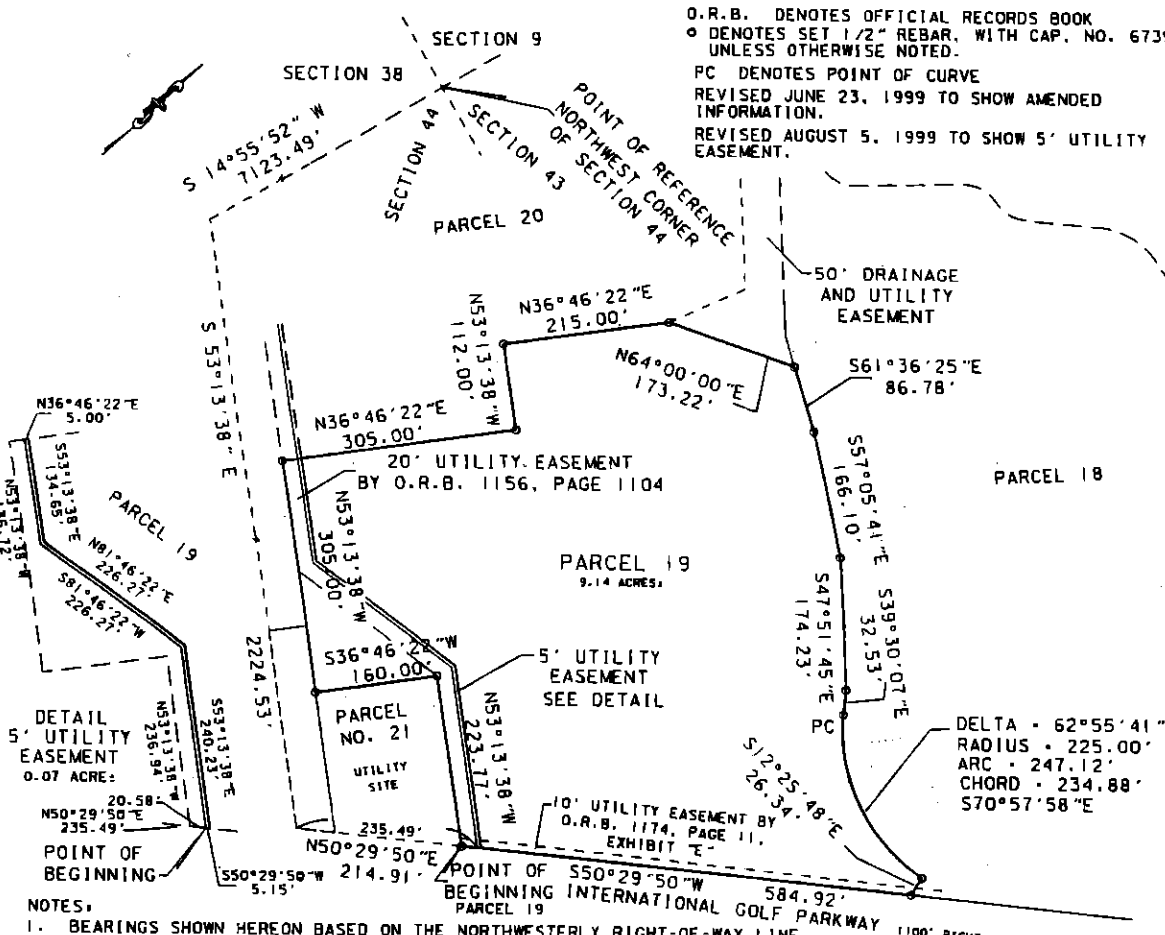
CONTAINING 9.14 ACRES MORE OR LESS.

THE ABOVE DESCRIBED LANDS BEING SUBJECT TO THAT 20 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1156, PAGE 1104 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND TO A PROPOSED 5 FOOT UTILITY EASEMENT AS SHOWN HEREON. SEE ATTACHED FOR LEGAL DESCRIPTION OF THE 5 FOOT UTILITY EASEMENT.

LEGEND

O.R.B. DENOTES OFFICIAL RECORDS BOOK
 ○ DENOTES SET 1/2" REBAR, WITH CAP, NO. 6739, UNLESS OTHERWISE NOTED.

PC DENOTES POINT OF CURVE
 REVISED JUNE 23, 1999 TO SHOW AMENDED INFORMATION.
 REVISED AUGUST 5, 1999 TO SHOW 5' UTILITY EASEMENT.



- NOTES:
1. BEARINGS SHOWN HEREON BASED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AS BEING SOUTH 50°29'50" WEST.
 2. NO INTERNAL FENCES, PONDS, ROADS OR OTHER VISIBLE IMPROVEMENTS EXIST ON THE ABOVE DESCRIBED PARCEL ON THE DATE OF THIS SURVEY.
 3. REVISED JULY 27, 1999 TO SHOW EASEMENTS.



I HEREBY CERTIFY THAT THIS SURVEY 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.

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

DATED: JUNE 11, 1999
 SCALE: 1" = 200'

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

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

Exhibit "C" to Resolution

THIS DOCUMENT
PREPARED BY AND RETURN TO:

GARY B. DAVENPORT, ESQ.
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.
200 WEST FORSYTH STREET, SUITE 1400
JACKSONVILLE, FL 32202-4327

PARTIAL ASSIGNMENT OF EASEMENT RIGHTS

This **PARTIAL ASSIGNMENT OF EASEMENT RIGHTS** ("Assignment") is executed as of the 24th day of Feb., 2000 by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, whose mailing address is c/o Davidson Development, Inc., 101 East Town Place Suite 200, St. Augustine, FL 32092 ("Assignor") in favor of **ST. JOHNS COUNTY, FLORIDA**, whose mailing address is 4020 Lewis Speedway, St. Augustine, FL 32095 ("Assignee").

WITNESSETH:

WHEREAS, Richard Pacetti and Barbara Pacetti granted to Assignor an easement pursuant to that certain Easement for Utilities dated July 9, 1999 and recorded in Official Records Book 1427, page 622 of the Official Public Records of St. Johns County, Florida ("Easement"); and


WHEREAS, the Easement granted to Assignor certain rights and easements for utilities over and across the Easement Area (as described in the Easement); and

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee the non-exclusive right in common with others to use the utility easement described in the Easement over, across, under and through the parcels of real property described on Exhibit "A" attached to the Easement.

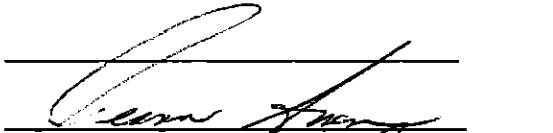
IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.


Signed, Sealed and delivered
in the presence of:

SJ LAND ASSOCIATES, LLC, a Delaware Limited Liability Company


Print: Chris Kyza

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


Print: Jeanne

By: 
JAMES E. DAVIDSON, JR.
Executive Vice President
Development Administration

STATE OF FLORIDA }
 }SS
COUNTY OF St. Johns }

The foregoing instrument was acknowledged before me this 24TH day of FEB., 2000, by **JAMES E. DAVIDSON, JR.**, as Executive Vice President of Development Administration of **SJ LAND COMPANY**, the managing member of **SJ LAND ASSOCIATES, LLC**, a Delaware Limited Liability Company, on behalf of the company.



Juanita D. Roberts

(Print Name)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____
Personally known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

BILL OF SALE

**UTILITY IMPROVEMENTS /
SIX MILE CREEK NORTH OFFSITE, REGISTRY BLVD.,
PARCELS 7 & 8, 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 Phase I, Part 2A within the Saint Johns project. All of the Improvements are included on approved construction plan drawings prepared by England Thims & Miller, 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 Land Grant Street, Registry Boulevard, Oakgrove Avenue, Crown Drive, Solstice Court, Chimney Court, St. James Avenue, Bear Claw Court, and Den Street, as well as the utility easements and the lift station site within Tract 3D, Tract 5B, Tract 9B, Tract 9C, and Tract 10A, and over lots 32 and 33 of Block 8, all as shown on the Saint Johns Six Mile Creek North Unit 1 Plat recorded at Map Book 37, pages 21-44 of the public records of St. Johns County, Florida. The Improvements include the lift station located on Parcel 2 and the associated connections to the Registry Boulevard improvements, as well as the 10" gravity sewer line across the golf course from the easement between lots 32 and 33 Block 8, connecting to the associated connections to the Registry Boulevard improvements, adjacent to the line between Tracts 9C and 9B as shown on the plans. The Improvements also include certain off-site improvements within the rights-of-ways and adjacent to the rights-of-ways of Pacetti Road, State Road 16, and International Golf Parkway, as well as within Parcels 19, 20 and 21 of the Saint Johns Interchange Northwest Quadrant, also as shown on the Plans. 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 24th day of FEB., 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

[CORPORATE SEAL]

SIXMILE CREEK NORTH - PART IIA
St. Johns County Utility Department
Bill of Materials

POTABLE WATER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	20" DR25 PVC	5,465	LF
2	16" DR25 PVC	11,600	LF
3	12" DR25 PVC	256	LF
4	10" DR25 PVC	127	LF
5	8" DR25 PVC	1,010	LF
6	6" DR25 PVC	39	LF
7	4" DR25 PVC	161	LF
8	20" Gate Valve	2	EA
9	16" Gate Valve	11	EA
10	12" Gate Valve	2	EA
11	10" Gate Valve	2	EA
12	8" Gate Valve	8	EA
13	6" Gate Valve	13	EA
14	4" Gate Valve	1	EA
15	16" Tapping Sleeve	1	EA
16	20" x 16" Reducer	2	EA
17	20" x 8" Tee	1	EA
18	20" x 6" Tee	1	EA
19	20" 45 degree bend	15	EA
20	20" 11 1/4 degree bend	1	EA
21	20" 90 degree bend	2	EA
22	16" x 16" Tee	2	EA
23	16" x 12" Tee	1	EA
24	16" x 10" Tee	2	EA
25	16" x 8" Tee	6	EA
26	16" x 6" Tee	2	EA
27	16" x 4" Reducer	1	EA
28	16" 45 degree bend	46	EA
39	16" 22 1/2 degree bend	11	EA
30	16" 11 1/4 degree bend	7	EA
31	16" x 12" Reducer	1	EA
32	12" x 6" Tee	1	EA
33	12" 45 degree bend	2	EA
34	12" 22 1/2 degree bend	3	EA
35	10" 45 degree bend	6	EA
36	10" x 6" Tee	1	EA
37	8" x 6" Tee	1	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
38	8" 11 1/4 degree bend	1	EA
39	8" 45 degree bend	5	EA
40	4" 45 degree bend	2	EA
41	Fire Hydrants (assembly)	13	EA
42	2" Flushing Hydrants	5	EA
43	Water Services	12	EA
44	36" Casing	140	LF

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	Lift Station No. 1 Pump Station	1	LS
2	Lift Station No. 1 Generator	1	LS
3	Lift Station No. 2 Pump Station	1	LS
4	Manholes	27	EA
5	15" Sewer Pipe	504	LF
6	10" Sewer Pipe	1,023	LF
7	8" Sewer Pipe	1,092	LF
8	24" Casing	70	LF
9	30" Casing	100	LF

SEWER FORCE MAIN

ITEM	DESCRIPTION	QUANTITY	UNIT
1	16" DR25 PVC	7,568	LF
2	12" DR25 PVC	4,670	LF
3	10" DR25 PVC	7,250	LF
4	8" DR25 PVC	155	LF
5	6" DR25 PVC	108	LF
6	16" Gate Valve	3	EA
7	12" Gate Valve	1	EA
8	10" Gate Valve	3	EA
9	8" Gate Valve	1	EA
10	6" Gate Valve	3	EA
11	16" 45 degree bend	28	EA
12	16" 11 1/4 degree bend	3	EA
13	16" 90 degree bend	9	EA
14	16" x 10" Tee	1	EA
15	16" x 6" Tee	1	EA
16	12" 45 degree bend	2	EA
17	12" 22 1/2 degree bend	3	EA
18	12" 11 1/4 degree bend	8	EA
19	12" x 10" Reducer	1	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
20	12" x 6" Tee	1	EA
21	10" 45 degree bend	14	EA
22	10" 11 1/4 degree bend	1	EA
23	10" 90 degree bend	4	EA
24	10" x 8" Tee	1	EA
25	8" 45 degree bend	1	EA
26	Air Release Valve & Manhole	5	EA
27	2" Tapping Saddle/Service	1	EA
28	16" HDPE Pipe	20	LF
29	16" HDPE 90 degree bend	1	EA
30	30" Casing	236	LF

REUSE MAIN

ITEM	DESCRIPTION	QUANTITY	UNIT
1	8" DR25 PVC	9,920	LF
2	8" Gate Valve	1	EA
3	8" x 8" Tee	1	EA
4	8" 45 degree bend	3	EA
5	8" 90 degree bend	3	EA
6	8" 11 1/4 degree bend	1	EA
7	18" Casing	110	LF

SIXMILE CREEK NORTH - PARCELS 7 & 8
St. Johns County Utility Department
Bill of Materials

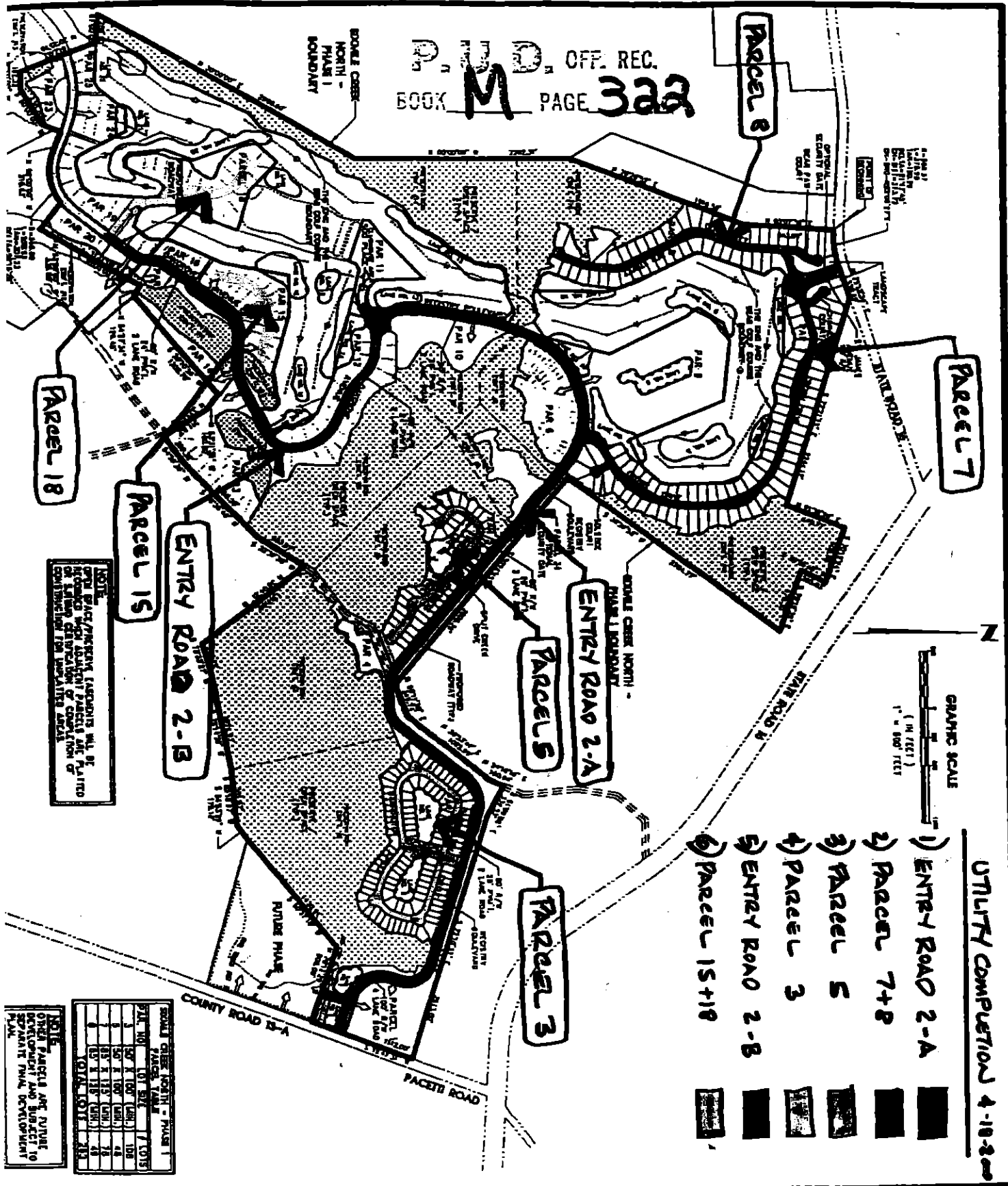
POTABLE WATER

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" DR25 PVC	4,936	LF
2	8" DR25 PVC	2,211	LF
3	6" DR25 PVC	543	LF
4	4" DR25 PVC	499	LF
5	2" DR25 PVC	667	LF
6	12" Gate Valve	5	EA
7	8" Gate Valve	2	EA
8	4" Gate Valve	3	EA
9	2" Gate Valve	2	EA
10	12" 45 degree bend	11	EA
11	12" 22 1/2 degree bend	1	EA
12	12" 11 1/4 degree bend	21	EA
13	12" x 8" Tee	1	EA
14	12" x 4" Tee	3	EA
15	8" 45 degree bend	3	EA
16	8" 11 1/4 degree bend	8	EA
17	8" x 8" Tee	1	EA
18	8" x 4" Reducer	1	EA
19	6" x 4" Reducer	1	EA
20	6" 11 1/4 degree bend	1	EA
21	4" 45 degree bend	2	EA
22	4" 22 1/2 degree bend	1	EA
23	4" x 2" Reducer	5	EA
24	Fire Hydrant Assemblies	11	EA
25	Flushing Hydrants	5	EA
26	24" Casing	60	LF
27	Restraining Joints	1	LS

SANITARY SEWER

1	10" Sewer Pipe	2,489	LF
2	8" Sewer Pipe	5,519	LF
3	Manholes	32	EA

OFF. REC.
BOOK **M** PAGE **322**



GRAPHIC SCALE
(IN FEET)
1" = 800 FEET

- UTILITY COMPLETION 4-18-2000**
- 1) ENTRY ROAD 2-A
 - 2) Parcel 7+8
 - 3) Parcel 5
 - 4) Parcel 3
 - 5) ENTRY ROAD 2-B
 - 6) Parcel 15+18

NOTE:
OTHER ROAD/INFRASTRUCTURE IMPROVEMENTS WILL BE REQUIRED TO ACCOMMODATE TRAFFIC AND TO MAINTAIN THE CHARACTER OF THE DEVELOPMENT.

PARCEL NO.	LOT SIZE	7 LOTS
1	50' x 100' (5,000)	108
2	50' x 100' (5,000)	48
3	50' x 115' (5,750)	24
4	50' x 115' (5,750)	24
5	50' x 115' (5,750)	24
6	50' x 115' (5,750)	24
7	50' x 115' (5,750)	24
8	50' x 115' (5,750)	24
9	50' x 115' (5,750)	24
10	50' x 115' (5,750)	24
11	50' x 115' (5,750)	24
12	50' x 115' (5,750)	24
13	50' x 115' (5,750)	24
14	50' x 115' (5,750)	24
15	50' x 115' (5,750)	24
16	50' x 115' (5,750)	24
17	50' x 115' (5,750)	24
18	50' x 115' (5,750)	24

NOTE:
OTHER PARCELS ARE SUBJECT TO SEPARATE FINAL DEVELOPMENT PLAN.

England-Thimly & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
3225 ST. JOHN'S BLVD SOUTH
JACKSONVILLE, FLORIDA 32241
PHONE NUMBER (904) 942-9888 FAX NUMBER (904) 942-9400

FINAL DEVELOPMENT PLAN
EXHIBIT B OF RESOLUTION 98-
SAINT JOHN'S DRI
SODDLE CREEK NORTH - PHASE I
FOR DAVIDSON DEVELOPMENT INC.

DATE: JULY 13, 1999

REVISIONS
1-20-99 REVISED TO ADD STREET MARKS