

RESOLUTION NO. 2001-18

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENT FOR UTILITIES FOR THE WATER AND SEWER IMPROVEMENTS SERVICING COQUINA CROSSING, UNIT 1, PHASE 2A.

WHEREAS, MHC COQUINA CROSSING, LLC, has executed and presented to the County the Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, a Bill of Sale conveying all the personal property associated with the extension to the utility system and the complete water and/or wastewater system 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 Easement for Utilities and Bill 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 above-described Easement for Utilities and Bill of Sale, attached hereto is hereby approved.

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

PASSED AND ADOPTED, this 13th day of February, 2001.

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

By: Mary F. Kohnke
Mary F. Kohnke, Chair

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande
Deputy Clerk

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 9th day of November, 2000, by MHC COQUINA CROSSING, LLC, with an address of 2 RIVERSIDE PLAZA, CHICAGO, IL 60606, hereinafter called "Grantor," to ST. JOHN'S 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 32086, 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 any other surface improvements or structures. 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:

Dobna J. Skweres
Print: Dobna J. Skweres

Jennifer L. Usher
Print: Jennifer L. Usher

GRANTOR SIGNATURE BLOCK

MHC COQUINA CROSSING, L.L.C.
Delaware limited liability company

By: MHC Operating Limited Partnership,
an Illinois limited partnership
Its: Managing Member

By: Manufactured Home Communities, Inc
a Maryland corporation
Its: General Partner

By: *Ellen Kelleher*

Name: Ellen Kelleher
Title: Executive Vice President



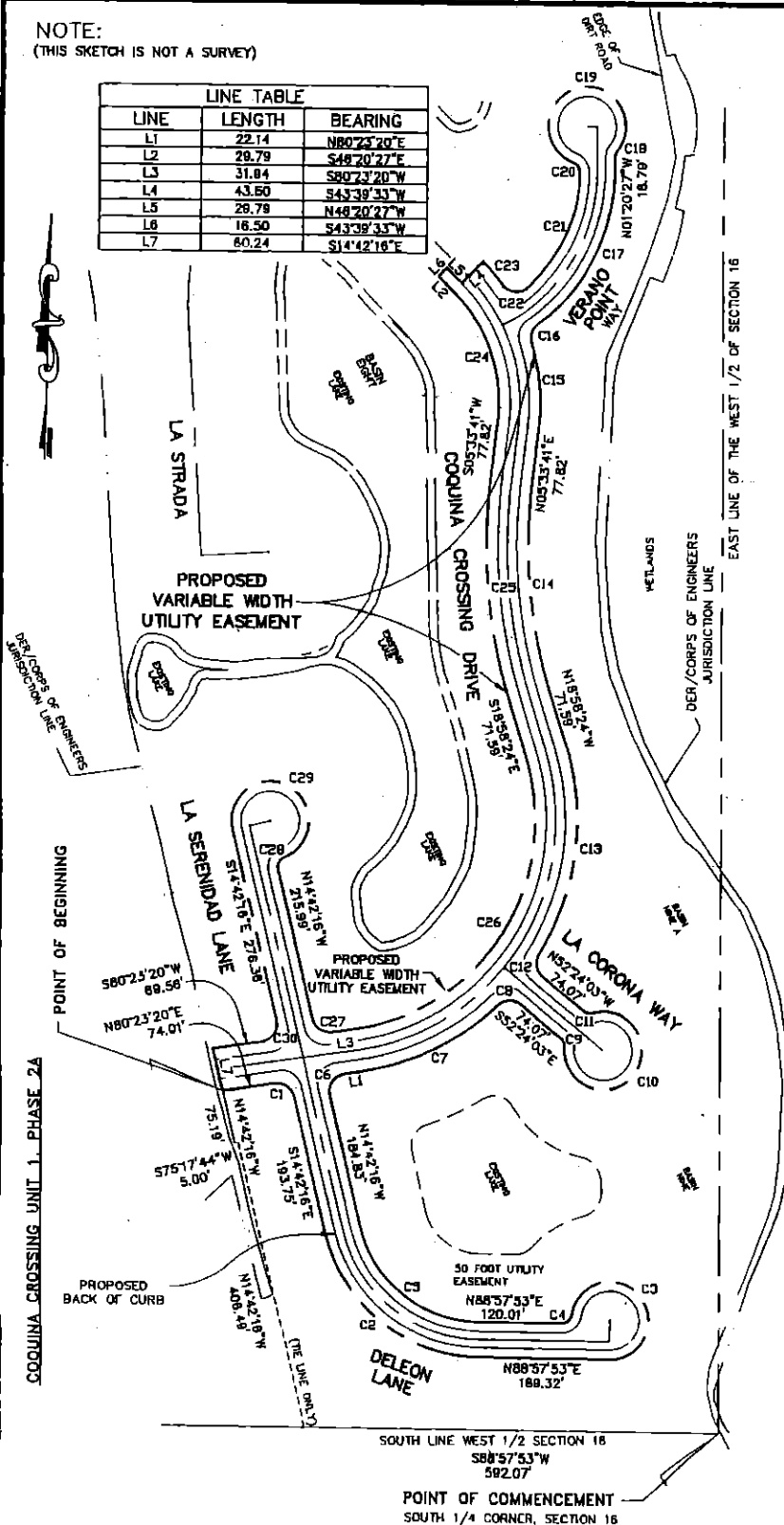
EXHIBIT "A" MAP SHOWING A SKETCH OF:

PROPOSED VARIABLE WIDTH UTILITY EASEMENT
LYING IN A PART OF THE WEST 1/2 OF SECTION 16,
TOWNSHIP 8 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA

(SEE SHEET 2 & 3 OF 3 FOR LEGAL DESCRIPTION)

NOTE:
(THIS SKETCH IS NOT A SURVEY)

LINE	LENGTH	BEARING
L1	22.14	N80°23'20"E
L2	28.79	S48°20'27"E
L3	31.84	S80°23'20"W
L4	43.50	S43°39'33"W
L5	28.79	N48°20'27"W
L6	16.50	S43°39'33"W
L7	60.24	S14°42'16"E



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD DIST	DELTA
C1	37.05	25.00	S57°09'28"E	33.75	84°54'24"
C2	298.75	225.00	S52°32'11"E	278.07	76°18'51"
C3	251.30	55.00	N41°55'43"W	93.15	261°47'12"
C4	21.41	15.00	S48°04'17"W	19.84	81°47'12"
C5	233.14	175.00	N52°52'11"W	216.28	76°18'51"
C6	41.48	25.00	N32°30'37"E	36.08	95°05'36"
C7	221.97	360.00	N62°41'30"E	218.47	85°18'38"
C8	36.01	25.00	N86°18'48"E	32.88	82°32'16"
C9	14.44	15.00	S74°59'37"E	13.68	55°09'00"
C10	278.87	55.00	N37°55'37"E	62.88	280°18'01"
C11	14.44	15.00	N78°58'33"W	13.89	55°09'00"
C12	36.01	25.00	N110°34'37"W	32.88	82°32'16"
C13	360.57	360.00	N68°34'55"E	298.21	48°06'38"
C14	288.86	693.50	N68°42'21"W	284.70	243°32'08"
C15	118.17	280.00	N68°37'52"W	118.27	243°32'08"

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD DIST	DELTA
C16	31.18	25.00	N18°54'02"E	29.19	71°27'00"
C17	248.60	265.00	N23°38'34"E	240.48	53°58'00"
C18	10.00	15.00	N17°45'57"E	9.82	38°12'48"
C19	275.75	55.00	S73°12'44"W	85.23	287°15'53"
C20	18.32	15.00	S35°23'48"E	17.21	69°59'33"
C21	181.05	215.00	S23°57'25"W	175.75	48°14'56"
C22	41.06	25.00	N85°08'12"W	36.60	84°05'44"
C23	41.69	280.00	N42°18'15"W	41.65	08°31'50"
C24	200.34	220.00	S20°31'38"E	193.49	92°10'57"
C25	322.66	763.50	S68°42'21"E	320.20	233°32'05"
C26	830.26	300.00	S30°52'28"W	457.47	97°21'44"
C27	37.05	25.00	N57°09'28"W	33.75	84°54'24"
C28	21.41	15.00	N28°11'20"E	19.84	81°47'12"
C29	251.30	55.00	N63°48'40"W	83.15	281°43'17"
C30	11.48	25.00	S32°50'32"W	36.89	85°05'36"

ATLANTIC ~ GULF SURVEYING CO.
LAND & ENGINEERING SURVEYS
LICENSED BUSINESS NUMBER 6226
6495 POWERS AVENUE
JACKSONVILLE, FLORIDA 32217
PH. 804-731-8341
FAX 804-638-8828

Brian R. Marie 10/23/00
BRIAN R. MARIE, P.S.M., FL REG. # 4852

JOB NO. 008888
SCALE: 1"=200'

DATE 10/18/00
DRAFTER J.A.P.

REVISIONS:
DATE _____
DATE _____
DATE _____



MAP SHOWING A SKETCH OF:

PROPOSED VARIABLE WIDTH UTILITY EASEMENT
LYING IN A PART OF THE WEST 1/2 OF SECTION 16,
TOWNSHIP 8 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA

(SEE SHEET 1 OF 3 FOR SKETCH)

LEGAL DESCRIPTION

A VARIABLE WIDTH OF LAND, BEING IN A PART OF THE WEST 1/2 OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 16 AND THE SOUTH LINE OF THE WEST 1/2 OF SAID SECTION 16; THENCE SOUTH 88°57'53" WEST ALONG THE SOUTH LINE OF THE WEST 1/2 OF SAID SECTION, A DISTANCE OF 592.07 FEET; THENCE, DEPARTING THE LAST DESCRIBED LINE, NORTH 14°42'16" WEST, A DISTANCE OF 406.49 FEET; THENCE SOUTH 75°17'44" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 14°42'16" WEST, A DISTANCE OF 75.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 80°23'20" EAST, A DISTANCE OF 74.01 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 37.05 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 57°09'28" EAST AND A CHORD DISTANCE OF 33.75 FEET, TO THE POINT OF TANGENCY; THENCE SOUTH 14°42'16" EAST, A DISTANCE OF 193.75 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 225.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 299.75 FEET; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 52°52'11" EAST AND A CHORD DISTANCE OF 278.07 FEET, TO THE POINT OF TANGENCY; THENCE NORTH 88°57'53" EAST, A DISTANCE OF 189.32 FEET TO A POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 55.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 251.30 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°55'43" WEST, AND A CHORD DISTANCE OF 83.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 15.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE 21.41 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 48°04'17" WEST AND A CHORD DISTANCE OF 19.64 FEET, TO THE POINT OF TANGENCY; THENCE NORTH 88°57'53" EAST, A DISTANCE OF 120.01 FEET, TO A POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 175.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 233.14 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°52'11" WEST AND A CHORD DISTANCE OF 216.28 FEET, TO THE POINT OF TANGENCY; THENCE NORTH 14°42'16" WEST, A DISTANCE OF 184.83 FEET, TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.49 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°50'32" EAST AND A CHORD DISTANCE OF 36.89 FEET, TO THE POINT OF TANGENCY; THENCE NORTH 80°23'20" EAST, A DISTANCE OF 22.14 FEET, TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 360.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 221.97 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 62°43'30" EAST AND A CHORD DISTANCE OF 218.47 FEET, TO A POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 36.01 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°19'49" EAST AND A CHORD DISTANCE OF 32.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 52°24'03" EAST, A DISTANCE OF 74.07 FEET, TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 15.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 14.44 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°49'32" EAST AND A CHORD DISTANCE OF 13.89 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 55.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 278.67 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°35'57" EAST AND A CHORD DISTANCE OF 62.86 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 15.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 14.44 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°58'33" WEST AND A CHORD DISTANCE OF 13.89 FEET, TO THE POINT OF TANGENCY; THENCE NORTH 52°24'03" WEST, A DISTANCE OF 74.07 FEET TO A POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 36.01 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°07'54" WEST AND A CHORD DISTANCE OF 32.98 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 360.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 308.57 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°34'55" EAST AND A CHORD DISTANCE OF 299.21 FEET TO THE POINT OF TANGENCY; THENCE NORTH 18°58'24" WEST, A DISTANCE OF 71.59 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 693.50 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 296.96 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°42'21" WEST AND A CHORD DISTANCE OF 294.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 05°33'41" EAST, A DISTANCE OF 77.82 FEET TO

(SEE SHEET 3 OF 3)



MAP SHOWING A SKETCH OF:

PROPOSED VARIABLE WIDTH UTILITY EASEMENT
LYING IN A PART OF THE WEST 1/2 OF SECTION 16,
TOWNSHIP 8 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA

(SEE SHEET 1 OF 5 FOR SKETCH)

LEGAL DESCRIPTION CONTINUES...

THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 280.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.17 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°37'52" WEST AND A CHORD DISTANCE OF 118.27 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°54'05" EAST AND A CHORD DISTANCE OF 29.19 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 265.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 249.60 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°38'34" EAST AND A CHORD DISTANCE OF 240.48 FEET, TO THE POINT OF TANGENCY; THENCE NORTH 01°20'27" WEST, A DISTANCE OF 18.79 FEET, TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 15.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 10.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°45'57" EAST AND A CHORD DISTANCE OF 9.82 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 55.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 275.75 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°14'24" WEST AND A CHORD DISTANCE OF 65.23 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 15.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 18.32 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 35°23'46" EAST AND A CHORD DISTANCE OF 17.21 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 215.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 181.05 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°43'28" WEST AND A CHORD DISTANCE OF 175.75 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.06 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°06'12" WEST AND A CHORD DISTANCE OF 36.60 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 280.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.69 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 42°19'15" WEST AND A CHORD DISTANCE OF 41.65 FEET; THENCE, DEPARTING THE LAST DESCRIBED CURVE, SOUTH 43°39'33" WEST, A DISTANCE OF 43.50 FEET; THENCE NORTH 46°20'27" WEST, A DISTANCE OF 29.79 FEET; THENCE SOUTH 43°39'33" WEST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 46°20'27" EAST, A DISTANCE OF 29.79 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 220.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE A DISTANCE OF 200.34 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°31'38" EAST AND A CHORD DISTANCE OF 193.49 FEET, TO THE POINT OF TANGENCY; THENCE SOUTH 05°33'41" WEST, A DISTANCE OF 77.82 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 753.50 FEET, THENCE, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 322.66 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 08°42'21" EAST AND A CHORD DISTANCE OF 320.20 FEET, TO THE POINT OF TANGENCY; THENCE SOUTH 18°58'24" EAST, A DISTANCE OF 71.59 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 300.00 FEET; THENCE, ALONG AND THE ARC OF SAID CURVE, A DISTANCE OF 520.28 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 30°42'28" WEST AND A CHORD DISTANCE OF 457.47 FEET, TO THE POINT OF TANGENCY; THENCE SOUTH 80°23'20" WEST, A DISTANCE OF 31.94 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.05 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°09'28" WEST AND A CHORD DISTANCE OF 33.75 FEET, TO THE POINT OF TANGENCY; THENCE NORTH 14°42'16" WEST, A DISTANCE OF 215.99 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 15.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.41 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°11'20" EAST AND A CHORD DISTANCE OF 19.64 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 55.00 FEET; THENCE, ALONG AND AROUND THE ARC OF SAID CURVE, A DISTANCE OF 251.30 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°48'40" WEST AND A CHORD DISTANCE OF 83.15 FEET, TO THE POINT OF TANGENCY; THENCE SOUTH 14°42'16" EAST, A DISTANCE OF 276.36 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.49 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32°50'32" WEST, AND A CHORD DISTANCE OF 38.89 FEET, TO THE POINT OF TANGENCY; THENCE SOUTH 80°23'20" WEST, A DISTANCE OF 69.58 FEET; THENCE SOUTH 14°42'16" EAST, A DISTANCE OF 60.24 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" TO RESOLUTION

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, THAT MHC COQUINA CROSSING, L.L.C. ("MHC"), a Delaware limited liability company conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable consideration to it paid by St. JOHNS COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered and by these presents does grant bargain, sell, transfer, set over and deliver unto the County all of MHC's right, title and interest in and to the extension to the utility system and the complete water and/or wastewater system located on the real property described in Exhibit "A" attached hereto (being hereinafter collectively referred to as the "Extension").

MHC hereby warrants and represents that it has all the requisite right and authority to make this conveyance, and that to its knowledge the Extension is free from all liens and other encumbrances and contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the Extension have been paid in full, but except for the foregoing warranties or other expressed warranties given in writing, MHC makes no representations or warranties whatsoever, express or implied, and this conveyance is "as is".

TO HAVE AND TO HOLD the same unto the County, its successors and assigns.

IN WITNESS WHEREOF, MHC has caused this instrument to be executed in its name the day and year first above written.

WITNESSES:

MHC COQUINA CROSSING, L.L.C.,
a Delaware limited liability company

Cheryl DePaula
Print Name: Cheryl DePaula

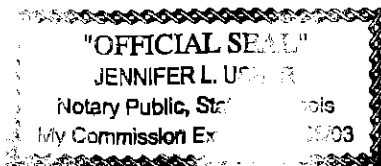
By: David W. Fell
David W. Fell, Vice President of the General
Partner of its Managing Member

Donna J. Skweres
Print Name: Donna J. Skweres

STATE OF ILLINOIS

COUNTY OF COOK

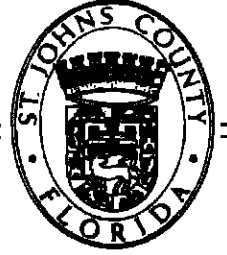
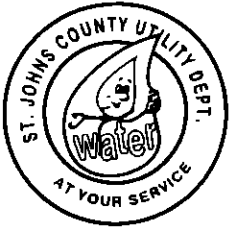
David W. Fell, Vice President of the General Partner of the Managing Member of MHC COQUINA CROSSING, L.L.C., a Delaware limited liability company, acknowledged the foregoing instrument before me this first day of December, 2000. He is personally known to me and did not take an oath.



Jennifer L. Usher
Print Name: Jennifer Usher
My Commission Expires: 01/06/03

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006

St. Augustline, Florida 32085-3006

Phone: (904) 471-2161 • Toll Free: 1-877-837-2311

Administrative Fax: (904) 461-7619

Billing Dept. Fax: (904) 461-3995

IOM

TO: Mary Ann Blount, Real Estate Manager
Laurie Braddock, Real Estate Officer

FROM: Herbert A. Van Der Mark
Construction Manager of Utilities

DATE : January 4, 2001

SUBJECT: **“Easements for Utilities”, Coquina Crossing, Unit 1, Phase 2A**

Please find attached “Easement for Utilities” for the above referenced development. The easement is for water and sewer mains and the construction has been completed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards and Specifications.

The attached documents have been reviewed and approved by the St. Johns County Utility Department.

The Florida Department of Environmental Protection – Certification of Construction Completion Forms were filed with the FDEP and the acceptance letters for placing the water/sewer systems in service have been received.