

RESOLUTION NO. 2001- 88

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES TO PROVIDE WATER AND SEWER SERVICE TO THE PARK AND SWIM AND TENNIS CENTER AT SAINT JOHNS SIX MILE CREEK NORTH UNIT 1.**

**WHEREAS,** IT Land Associates, LLC, and SJ Land Associates, LLC, have executed and presented to the County and Easements for Utilities, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, to provide water and sewer service to the Park and Swim and Tennis Center at Saint Johns Six Mile Creek North Unit 1; and

**WHEREAS,** St. Johns County Utility Department has reviewed and approved the Easements for Utilities as stated in Memorandum attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

**WHEREAS,** it is in the best interest of the public to accept the Easements for Utilities for purposes mentioned above.

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

Section 1. The above described Easements for Utilities, attached hereto, are hereby accepted.

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

**PASSED AND ADOPTED,** this 8<sup>th</sup> day of May, 2001.

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

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

**ATTEST:** Cheryl Strickland, Clerk

Warren King  
Deputy Clerk

Exhibit "A" to Resolution

PREPARED BY  
AND RETURN TO:

GARY G. DAVENPORT, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
200 WEST FORSYTH STREET, # 1400  
JACKSONVILLE, FL 32202

**EASEMENT FOR UTILITIES**  
**(SIX MILE CREEK NORTH)**  
( PARCEL 34 PARK, SANITARY SEWER MANHOLE  
ASSOCIATED IMPROVEMENTS )

THIS EASEMENT executed and given this 5<sup>th</sup> day of April, 2001 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.



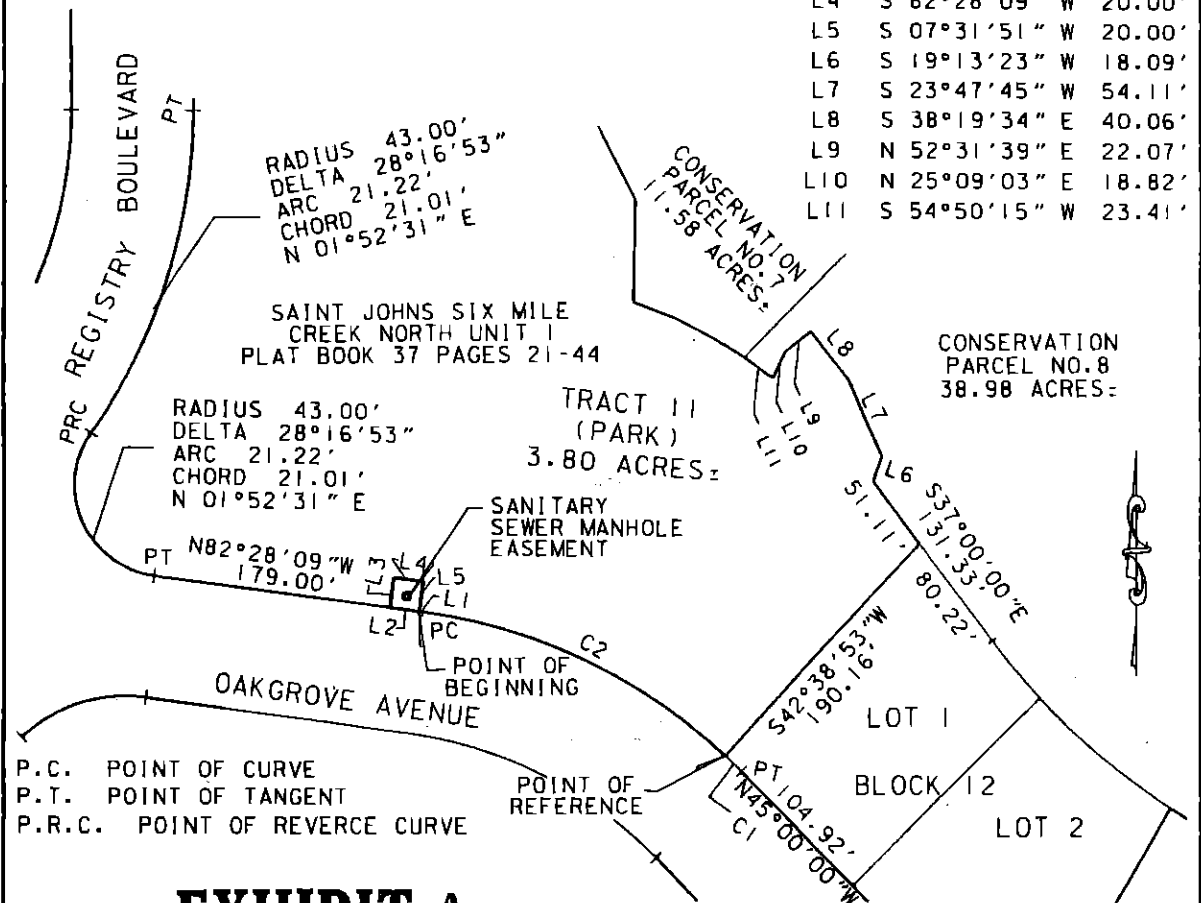


# MAP OF SANITARY SEWER MANHOLE EASEMENT

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF TRACT 11, AS SHOWN ON THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT ONE, AS RECORDED IN PLAT BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 11 AND THE NORTHWEST CORNER OF LOT 1, BLOCK 12 OF THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT TWO, AS RECORDED IN PLAT BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF SAID PUBLIC RECORDS AT THE NORTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 365.00 FEET, THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 223.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°54'38" WEST AND A CHORD DISTANCE OF 220.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 82°28'09" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.49 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 82°28'09" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET, THENCE NORTH 07°31'51" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET, THENCE SOUTH 82°28'09" WEST, A DISTANCE OF 20.00 FEET, THENCE SOUTH 07°31'51" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET MORE OR LESS.

CURVE TABLE					LINE TABLE			
CURVE	RADIUS	DELTA	ARC	CHORD	BEARING	LINE	BEARING	DISTANCE
C1	365.00'	02°21'06"	14.98'	14.98'	N46°10'33"W	L1	N 82°28'09" W	2.49'
C2	365.00'	35°07'03"	223.71'	220.23'	N64°54'38"W	L2	N 82°28'09" W	20.00'
						L3	N 07°31'51" E	20.00'
						L4	S 82°28'09" W	20.00'
						L5	S 07°31'51" W	20.00'
						L6	S 19°13'23" W	18.09'
						L7	S 23°47'45" W	54.11'
						L8	S 38°19'34" E	40.06'
						L9	N 52°31'39" E	22.07'
						L10	N 25°09'03" E	18.82'
						L11	S 54°50'15" W	23.41'



P.C. POINT OF CURVE  
P.T. POINT OF TANGENT  
P.R.C. POINT OF REVERSE CURVE

## EXHIBIT A

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*  
CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5001  
BRENDA D. CATONE FLA. P.S.M. CERT. NO. LS 5447  
DATED: MARCH 30, 20 01  
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. Taxes for the year 2001 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; 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, Acknowledgment Of Additional Intangible Tax Payment recorded April 3, 2000 in Official Records Book 1485, page 1225, Acknowledgment Of Additional Intangible Tax Payment recorded in Official Records Book 1511, page 1203, Acknowledgment Of Additional

Intangible Tax Payment recorded in Official Records Book 1525, page 514, Acknowledgment Of Additional Intangible Tax Payment recorded in Official Records Book 1540, page 647 and Official Records Book 1563, page 814 and Acknowledgment Of Additional Intangible Tax Payment recorded in Official Records Book 1572, page 1788, all of the public records of St. Johns County, Florida.

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; 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.
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 by Statement Of Change - UCC-3 recorded in Official Records Book 1374, page 1847; and Consent And Subordination Agreement (Six Mile Creek Declaration-OR 1374-850) 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.
5. **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.
6. **Allocation of Development Rights** dated July 20, 1998 by and among SJH Partnership, Ltd., a Florida limited liability 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.
7. **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.

8. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
9. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.
10. 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.
11. 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.
12. 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.

13. **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.
14. 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.
15. **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.
16. Matters as shown on the Plat of Saint Johns Six Mile Creek North Unit One, according to plat recorded in Map Book 37, pages 21 through 44 of the Public Records of Saint Johns County, Florida.

Exhibit "B" to Resolution

PREPARED BY  
AND RETURN TO

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

**EASEMENT FOR UTILITIES**  
**(INTERCHANGE NORTHWEST)**  
( PARCEL 19 PARK, SANITARY SEWER LINE  
AND ASSOCIATED IMPROVEMENTS )

THIS EASEMENT executed and given this 5<sup>th</sup> day of April, 2001, by  
**IT 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.

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:

IT LAND ASSOCIATES, LLC, a Florida limited liability company

By: SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, its Sole Member

June F. Butler  
Print: JUNE F. BUTLER

By: SJ LAND COMPANY, a Delaware corporation, its Managing Member

Marcy S. Stephens  
Print: MARCY S. STEPHENS

By: [Signature]  
Print: JAMES EDWARDS JR  
Its: VP Development

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

The foregoing instrument was acknowledged before me this 5 day of April, 2001, by Jim Davidson, the Exec. V.P. of Dev. & Admin. of SJ LAND COMPANY, a Delaware corporation, the managing member of SJ Land Associates, LLC, the sole member of IT Land Associates, LLC, a Florida limited liability company, for the corporation.



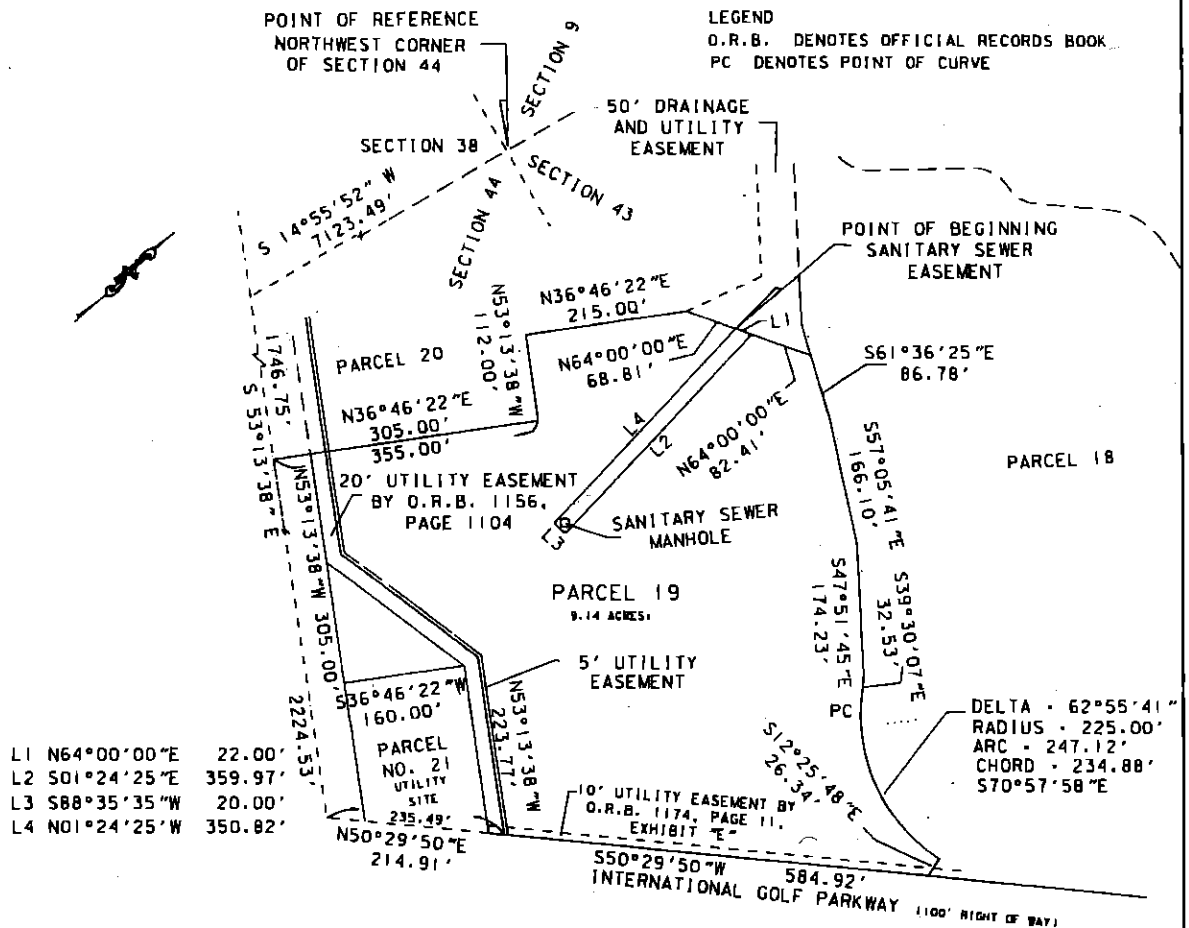
Laura Ashcroft  
(Print Name Laura Ashcroft)  
NOTARY PUBLIC, State of \_\_\_\_\_  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known   
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

# MAP OF SANITARY SEWER LINE EASEMENT

A 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 A NORTHWEST CORNER OF SECTION 44, OF SAID TOWNSHIP AND RANGE, 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, A DISTANCE OF 1746.75 FEET; THENCE NORTH 36°46'22" EAST, A DISTANCE OF 355.00 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 68.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 64°00'00" EAST, A DISTANCE OF 22.00 FEET; THENCE SOUTH 01°24'25" EAST, A DISTANCE OF 359.97 FEET; THENCE SOUTH 88°35'35" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°24'25" WEST, A DISTANCE OF 350.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 7108 SQUARE FEET MORE OR LESS.

## EXHIBIT A



**NOTES:**

- BEARINGS SHOWN HEREON BASED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AS BEING SOUTH 50°29'50" WEST.

**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*  
CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021  
BRENDA D. CATONE FLA. P.S.M. CERT. NO. LS 5447  
DATED: MARCH 30, 20 01  
SCALE: 1" = 200'

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

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

#### **[NORTHWEST]**

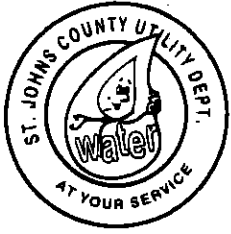
1. Ad valorem taxes and assessments required to be paid in the year of closing, and subsequent years.
2. Saint Johns DRI Development Order approved under Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Volume 922, page 219, as further modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, as noticed under Notification of DRI/Development Order recorded in Official Records Volume 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, 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, 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, and as further modified by Modification of 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 public records of St. Johns County, Florida.
3. St. Johns County Ordinance No. 91-36 granting Planned Unit Development Rezoning dated August 27, 1991, as amended.
4. Saint Johns Water and Wastewater Utility Service Agreement between Northwest Utilities I, Inc., SJH Partnership, Ltd. and St. Johns County, Florida, recorded in Official Records Volume 1094, page 332, public records of St. Johns County, Florida.

5. Declaration of Covenants and Restrictions for Saint Johns - Northwest Master recorded in Official Records Book 1185, page 595, together with supplement recorded in Official Records Book 1373, page 627, all of the public records of St. Johns County, Florida.
6. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831 of the public records of St. Johns County, Florida.
7. Exclusive rights as to development of timeshare estates, timeshare licenses or vacation clubs as such programs are defined under Chapter 721, F.S. contained in Special Warranty Deed in favor of Vistana WGV, Ltd. dated July 24, 1996, recorded in Official Records Book 1185, page 1409 of the public records of St. Johns County, Florida.
8. Terms and provisions of Section 9.7 of the Agreement for Sale and Purchase by and between SJH Partnership, Ltd. and Broudy Brothers, Inc. dated May 24, 1996, restricting the Property from being used for the sale of package liquor for off-premises consumption.
9. Exclusive rights as to golf products store contained in Section 5.13, of Special Warranty Deed in favor of WGV Retail, General Partnership dated July 24, 1996, recorded in Official Records Book 1185, page 1519, of the public records of St. Johns County, Florida.
10. Impact Fee Credit Agreement dated November 18, 1997 and recorded November 24, 1997 in Official Records Book 1278, page 1584 of the public records of St. Johns County, Florida.
11. Impact Fee Credit Agreement dated November 8, 1997 and recorded November 24, 1997 in Official Records Book 1278, page 1596, together with Addendum recorded in Official Records Book 1391, page 590 and Official Records Book 1391, page 1826, and addendum recorded in Official Records Book 1563, page 800, all of the public records of St. Johns County, Florida.
13. Impact Fee Credit Agreement (Public Capital Facilities) dated November 29, 1999, and recorded in Official Records Book 1458, page 498, of the public records of St. Johns County, Florida.
14. Any lien, or right of lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law, and not shown by public records, which may take priority over the estate or interest insured by reason of the Notice of Commencement recorded August 31, 2000 in Official Records Book 1524, page 144 of the Public Records of St. Johns County, Florida.

Exhibit "C" to Resolution

# ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006

St. Augustine, 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 : April 20, 2001

SUBJECT: **Utility Easements for Utility Lines within the Northwest Interchange  
Quadrant on Parcel 19, and on Parcel 34 within the Six Mile Creek  
North Development.**

This is in reference to the transmittal letter to Laurie Braddock dated April 18, 2001 from Gary Davenport of the law firm, Pappas Metcalf Jenks & Miller.

Please be informed that we have reviewed and approved the referenced documents for the utility easements. Please submit to the Board of County Commissioners for their final approval and acceptance.