

RESOLUTION NO. 2002 -135

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE EXECUTION OF AN AGREEMENT WHICH SECURES A JOINT DRAINAGE DETENTION AND RETENTION FACILITY THAT WILL PROVIDE THE STORMWATER PERMIT REQUIREMENTS FOR THE A1A BEACH BLVD. THREE-LANE TRANSPORTATION PROJECT.

RECITALS

WHEREAS, as part of the capital Improvement Program, St. Johns County owns, and is improving, a public right-of-way known as A1A Beach Blvd., a County road (the "Road"). In order to make these desired Road improvements, St. Johns County (hereinafter "County") will need to provide for the treatment of waters discharged from the Road. There are three retention/detention ponds located proximate to the Road; and

WHEREAS, one pond is located on land comprising the Holiday Inn. The Holiday Inn is owned by St. Augustine Resorts Inc., a Florida corporation. St. Augustine Resorts Inc. (hereinafter "Resorts") is the owner of the retention pond adjacent to the A1A Beach Blvd. Three-Lane Transportation Project; and

WHEREAS, two ponds are located on lands comprising the St. Augustine Ocean and Racquet Club Condominium. The St. Augustine Ocean and Racquet Club Condominium Association ("hereinafter "Association") is authorized by Florida Statutes Chapter 718 to enter into agreements and easements with respect to the common property of the Condominium; and

WHEREAS, through implementation of the provisions of this Agreement said ponds will be improved and interconnected creating a Pond System which will serve all properties as a joint detention and retention facility for storm water drainage depicted herein as **Exhibit "A"**, incorporated by reference and made a part hereof; and

WHEREAS, The proposed Pond System will benefit the Pond System Owners by reducing the likelihood of flooding of these properties after significant rainfall events. Resorts and Association are each willing to enter into this Agreement with the County for the construction and improvement of the Pond System. Discussions between these parties have produced the Pond System Maintenance Agreement (hereinafter called "Agreement"), attached hereto as **Exhibit "B"**, incorporated by reference and made a part hereof; and

WHEREAS, in order to make changes and maintain the Pond System, it is necessary that an easement be granted over a portion of the Resorts property to St. Johns County, more particularly described in the Grant of Easement attached hereto as **Exhibit “C”**, incorporated by reference and made a part hereof; and

WHEREAS, in order to make changes and maintain the Pond System, it is necessary that an easement be granted over a portion of the Association’s property to St. Johns County, more particularly described in the Grant of Easement attached hereto as **Exhibit “D”**, incorporated by reference and made a part hereof; and

WHEREAS, the interconnectivity of said Pond System requires the execution of a reciprocal grant of easement for water flowing between the ponds. This reciprocal grant of easement for water flowing between the Resorts and the Association ponds is more particularly described in the Reciprocal Grant of Easement attached hereto as **Exhibit “E”**, incorporated by reference and made a part hereof; and

WHEREAS, applying the provisions of this Agreement will benefit all parties.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

Section 2. The Pond System Maintenance Agreement between these parties stated in the form attached hereto is hereby accepted, and the County Administrator is authorized to execute the Agreement. The Clerk of St. Johns County (the “Clerk”) is instructed to record the Pond System Maintenance Agreement in the Public Records of St. Johns County, Florida.

Section 3. The Grant of Drainage and Access Easement conveyed from the Resorts to the County in the form attached hereto is hereby accepted and the County Administrator is authorized to execute the document. The Clerk is instructed to record the Grant of Easement in the Public Records of St. Johns County, Florida.

Section 4. The Grant of Drainage and Access Easement conveyed from the Association to the County in the form attached hereto is hereby accepted and the County Administrator is authorized to execute the document. The Clerk is instructed to record the Grant of Drainage and Access Easement in the Public Records of St. Johns County, Florida.

Section 5. The Reciprocal Grant of Easement for flowing water between the Resorts' pond and the Association's ponds in the form attached hereto is hereby acknowledged and the Clerk is instructed to record it in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 16th day of July, 2002

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Strickland
Deputy Clerk

RENDITION DATE 7-18-02

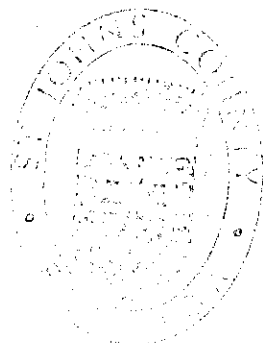


Exhibit "A" to Resolution

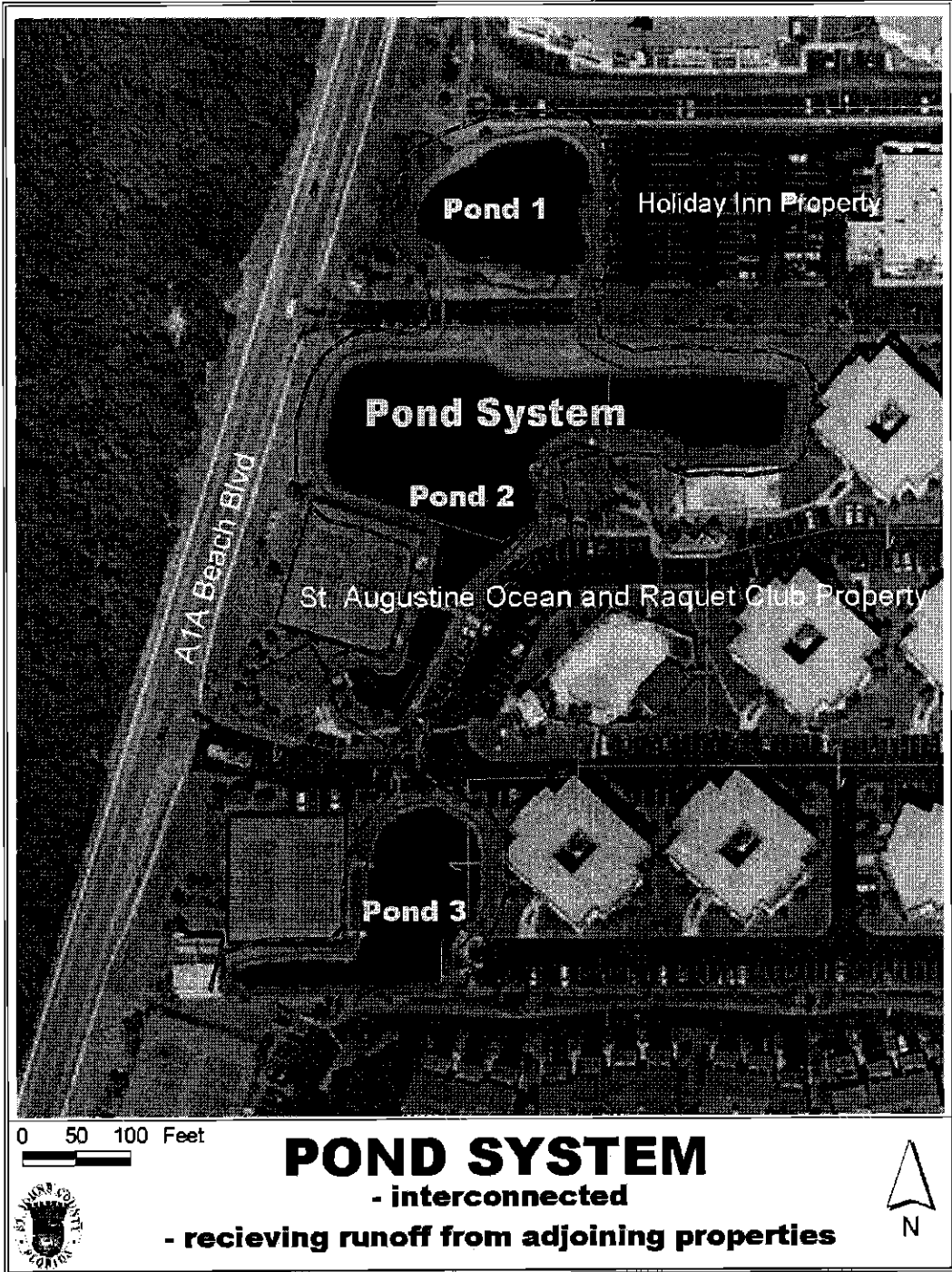


Exhibit "B" to Resolution

POND SYSTEM MAINTENANCE AGREEMENT

This Agreement, dated and effective _____, 2002, by and between ST. AUGUSTINE RESORTS, INC. ("Resorts") and ST. AUGUSTINE OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC. ("Association"), (collectively, the "Pond System Owners") and ST. JOHNS COUNTY, FLORIDA, ("County"), a political subdivision of the state of Florida;

RECITALS

1. The County owns, and is desirous of improving, a public right-of-way known as A1A Beach Blvd., a County road (the "Road"). In order to make these desired Road improvements, the County will need to provide for the treatment of waters discharged from the Road. For purposes of this Agreement, there are three retention/detention ponds located proximate to the Road: one pond is located on the real property owned by Resorts and two ponds are located on lands comprising the St. Augustine Ocean and Racquet Club Condominium ("Condominium"). Association is the condominium association responsible for administration and operation of the St. Augustine Ocean and Racquet Club Condominium and is authorized by Chapter 718 to enter into agreements and easements with respect to the common property of the Condominium. The lands owned by Resorts, the Condominium, and the location of the ponds on such lands in relationship to the Road are depicted on **Exhibit "A"**.
2. The County proposes certain modifications and improvements to the pond located on the lands owned by Resorts and the lands administered by Association, which modifications are more fully depicted in **Exhibit "B"**. In general, these plans provide for the removal of silt from the existing ponds, deepening and connecting the ponds by and through underground piping, installing weirs or other water control devices, enlarging the southerly pond on the Condominium property, and installing underground drainage piping within and along the Road right of way which connects with the pond on the Resorts' property and the southerly pond on the Condominium property in order to convey storm water to an outfall lying southerly of the Condominium property, all so that the three (3) ponds will provide retention/detention for the Condominium property and the properties of Resorts and County (the "Pond System") as depicted on **Exhibit "C"**.
3. The proposed Pond System will benefit the Pond System Owners by reducing the likelihood of flooding of these properties after significant rainfall events. Resorts and Association are each willing to enter into this Agreement with the County for the construction and improvement of the Pond System.

NOW, THEREFORE, in consideration of the sum of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Undertakings of the County. The County will construct, at its sole cost and expense and in a good and workmanlike manner, the proposed modifications and improvements to the ponds located on the lands owned by Resorts and on the lands administered by Association, which modifications are more fully depicted in **Exhibit "B"**. All of such modifications and improvements will be constructed and located within the lands described in the Easements set forth in Section 2 below.

2. Easements among the Parties. The Pond System Owners acknowledge that County's performance of this Agreement requires easements from Resorts and Association to County to permit the flow of water into, out of, over and through the Pond System, to permit the installation of underground drainage pipes, to allow for storm water drainage and retention from the Road, and to permit the County to construct the Pond System. The easement from Resorts to the County will be substantially in the form attached hereto as **Exhibit "D-1"**. The easement from Association to the County will be substantially in the form attached hereto as **Exhibit "D-2"**. This Agreement also requires a reciprocal easement between Resorts and Association to permit the flow of water to and from the ponds on the Condominium property and the pond on the Resorts' property and to provide for the installation of underground drainage pipes, which easement will be substantially in the form attached hereto as **Exhibit "E"**.

3. Pond System Maintenance Responsibility - Resorts. Resorts, during its period of ownership of the Resorts' property, and thereafter by its successors in title, shall be responsible at its cost for:

a. All routine maintenance of the portion of the Pond System located on the Resorts' property, which includes mowing the grass around the pond and controlling vegetation within the pond whether by spraying or by using natural controls such as any fish population used to control vegetation, as required to keep the pond in a condition acceptable to permitting agencies. Resorts will refrain from depositing any organic materials, such as grass clippings of landscape materials, in the pond on Resorts' property.

b. Repair or replacement of pipes and structures serving the Pond System which are damaged by the negligent or willful actions of Resorts or its guests or invitees.

4. Pond System Maintenance Responsibility - Association. Association, during the time that it operates the Condominium property and thereafter by its successors or assigns, shall be responsible at its cost for:

a. All routine maintenance of the portion of the Pond System located on the Condominium property, which includes mowing the grass around the pond and controlling vegetation within the pond whether by spraying or by using natural controls

such as any fish population used to control vegetation, as required to keep the pond in a condition acceptable to permitting agencies. Association will refrain from depositing any organic materials, such as grass clippings or landscape materials, in the ponds on the Condominium property.

b. Repair or replacement of pipes and structures serving the Pond System which are damaged by the negligent or willful actions of Association, the owners of the Condominium property, or their guests or invitees.

5. County Responsibility. The County shall be responsible at its cost for:

1. Performance of all non-routine maintenance of the Pond System including without limitation:
2. Repair to the portion of the Pond System on Resorts' property or Condominium property caused by a storm event.
3. Maintenance and repair of the portion of the Pond System which is located within the Road right of way, including opening and cleaning drainage pipes,
4. Maintenance and repair of underground drainage pipes and structures located on Resorts' property and Condominium property which were not damaged by the willful action or negligence of the Pond System Owners, their guests or invitees,
5. Maintenance of Pond System's control structures in a manner that ensures the Pond System will operate as designated and permitted.
6. Repair and replacement of any damage to concrete, pavement or landscaping as a result of County's construction or maintenance activity within the easements granted by Resorts or by Association to the County;
7. De-silting of the Pond System at a rate no greater than once every 10 years from the date of this agreement unless the depth of the ponds should be less than two feet at the source of the irrigation pumps. The County agrees to dredge this area within 10 days of notification that the two-foot minimum condition exists.
8. Installation of bulkhead per approved plans and any subsequent repair or replacement to said bulkhead due to normal wear or County drainage requirements. If either Resorts or Association damages the bulkhead, the party causing the damage shall be responsible for its repair at their sole cost and expense

9. County shall notify Resorts and Association, as the case may be, in writing 48 hours prior to conducting any maintenance within the land owned by Resorts or within the Condominium lands administered by Association.

10. Should these Ponds water level be permanently lowered as a result of the activities of the County, exposing a bare muddy bank, the County will install sod around the exposed bank. Maintenance of this sod, once installed, will become the responsibility of the respective property owners.

6. Miscellaneous. This Agreement governed by Florida law, is binding upon the successors and assigns of the parties hereto and may be amended only in writing. No obligation of the County hereunder shall be secured by any obligations of the County to expend ad valorem tax monies. Any future modification of or improvements to the Pond System within the lands of Resorts shall be subject to the mutual agreement of Resorts and the County. Any future modification of or improvements to the Pond System within the Condominium property shall be subject to the mutual agreement of Association and the County.

7. Notices. All notices, demands or requests provided for or permitted pursuant to this Agreement must be in writing, and shall be deemed to have been properly given or served by hand or by depositing the same in the United States Mail, postage prepaid by Registered or Certified Mail with Return Receipt Requested and sent to each of the parties at the following addresses:

St. Johns County
4020 Lewis Speedway
St. Augustine Florida 32084

St. Augustine Resorts, Inc.
111 West Fortune Street
Tampa, Florida 33602

St. Augustine Ocean and Racquet Club Condominium, Inc.
880 A1A Beach Boulevard
St. Augustine, Florida 32080

Any party may change its address for purposes of this paragraph by written notice to the other parties in accordance with the terms of this paragraph. All notices shall be deemed to have been given upon receipt or inability to deliver because of refusal to accept.

8. Equitable Remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and agrees that in the event of a breach or a threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or

other equitable remedy, in addition to such other remedies as may be available to the aggrieved party at law.

9. Binding Agreement; Recording of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, members, successors and assigns. This Agreement shall be recorded in the public records of St. Johns County, Florida.

10. Attorneys Fees. In the event of any litigation involving this Agreement, the prevailing party shall be entitled to reimbursement for its attorneys' fees incurred at trial and all appellate proceedings.

IN WITNESS WHEREOF, this Agreement has been executed the ____ day of _____, 2002.

WITNESSES:

FOR ST. AUGUSTINE OCEAN
& RACQUET CLUB CONDOMINIUM
ASSOCIATION, INC.

Print Name: _____
Augustine

BY: _____ as
_____, for St.
Ocean and Racquet Club
Condominium Association, Inc.

Print Name: _____

(corporate seal)

Signed, sealed and delivered in the
Presence of:

The foregoing instrument was acknowledged before me this __ day of _____, 2002 by _____, as _____ of St. Augustine Ocean and Racquet Club Condominium Association, Inc., a Florida non-profit corporation. On behalf of this corporation, who is personally known or who has produced _____ as identification.

Notary Public
My commission expires:
State of Florida, County of St. Johns

IN WITNESS WHEREOF, this Agreement has been executed the ____ day of _____, 2002.

WITNESSES:

FOR RESORTS

St. Augustine Resorts, Inc.
a Florida corporation

BY: _____
**Andre P. Callen, as President of
Augustine Resorts Inc.**

Print Name: _____
St.

Print Name: _____

Signed, sealed and delivered in the
Presence of:

The foregoing instrument was acknowledged before me this ___ day of _____,
2002 by Andre P. Callen, as President of St. Augustine Resorts, Inc., a Florida
corporation. On behalf of this corporation, who is personally known or who has
produced _____ as identification.

Notary Public
My commission expires:
State of Florida, County of St. Johns

IN WITNESS WHEREOF, this Agreement has been executed the _____ day of
_____, 2002.

WITNESSES:

FOR ST. JOHNS COUNTY, a political
subdivision of the State of Florida

Print Name: _____

BY: _____,
_____, for St. Johns
County, a political subdivision of the State
of Florida

Witness Name: _____

Signed, sealed and delivered in the
Presence of:

The foregoing instrument was acknowledged before me this ___ day of _____,
2002 by _____, as _____ of St. Johns County, a
political subdivision of the State of Florida. On behalf of this political subdivision, who
is personally known or who has produced _____ as identification.

Notary Public
My commission expires:
State of Florida, County of St. Johns

Exhibit "A" to Pond System Maintenance Agreement

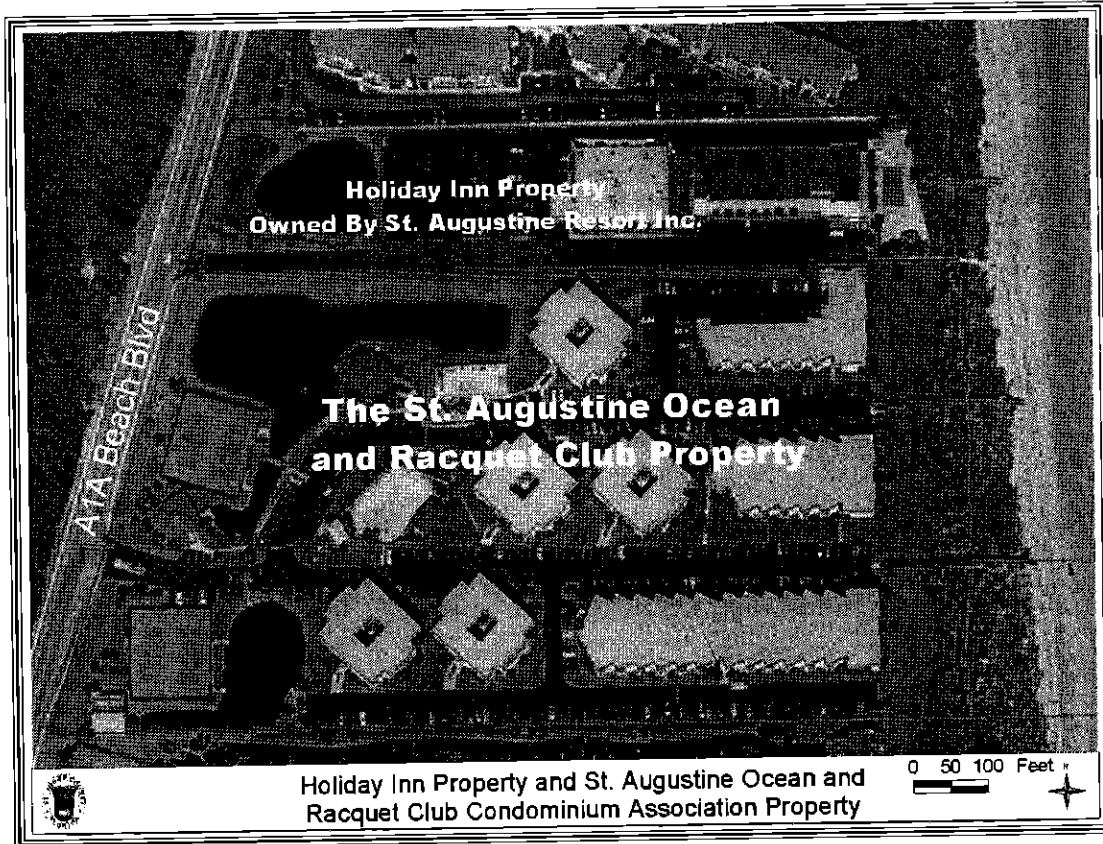
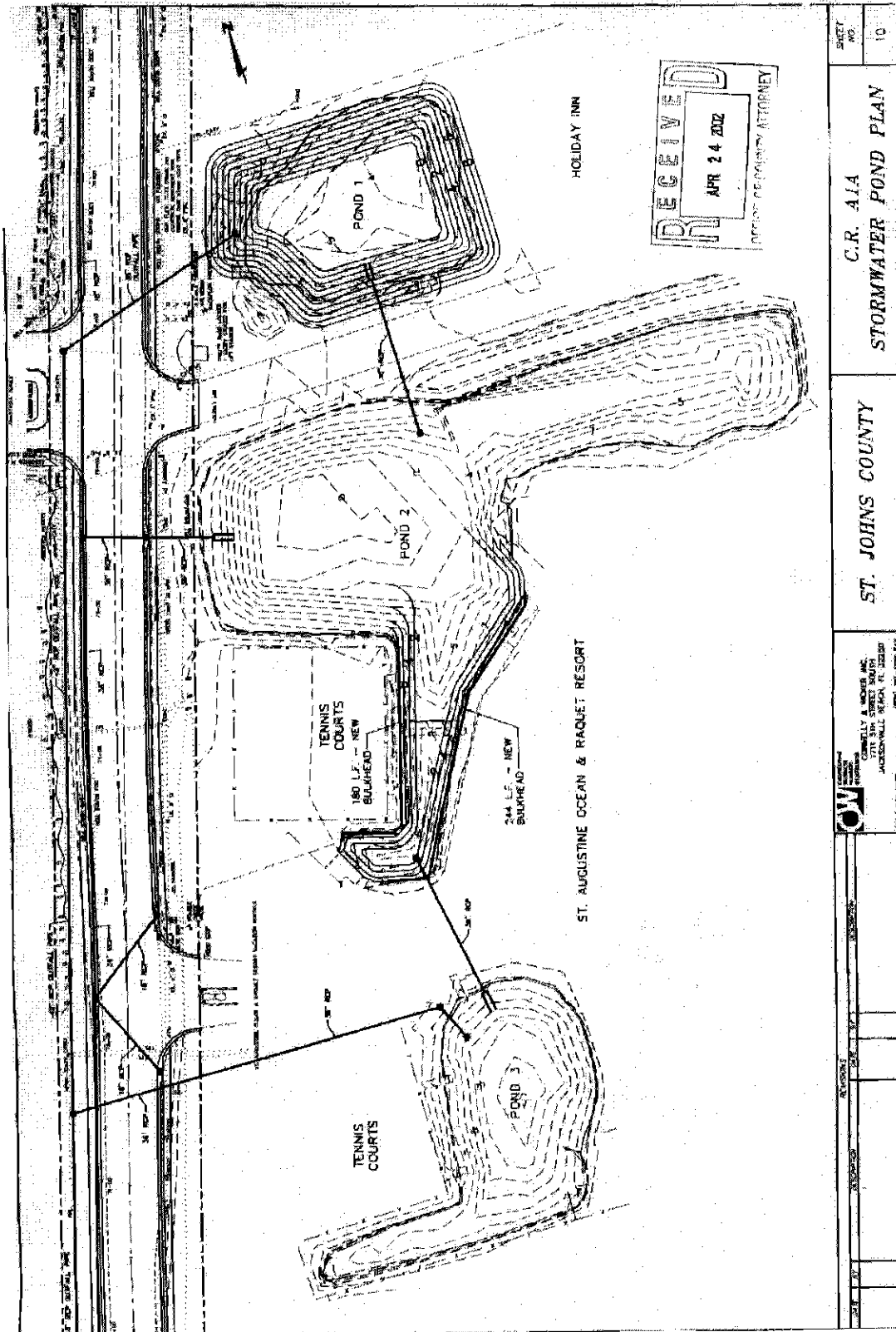


Exhibit "B" to Pond System Maintenance Agreement



SHEET NO. 10

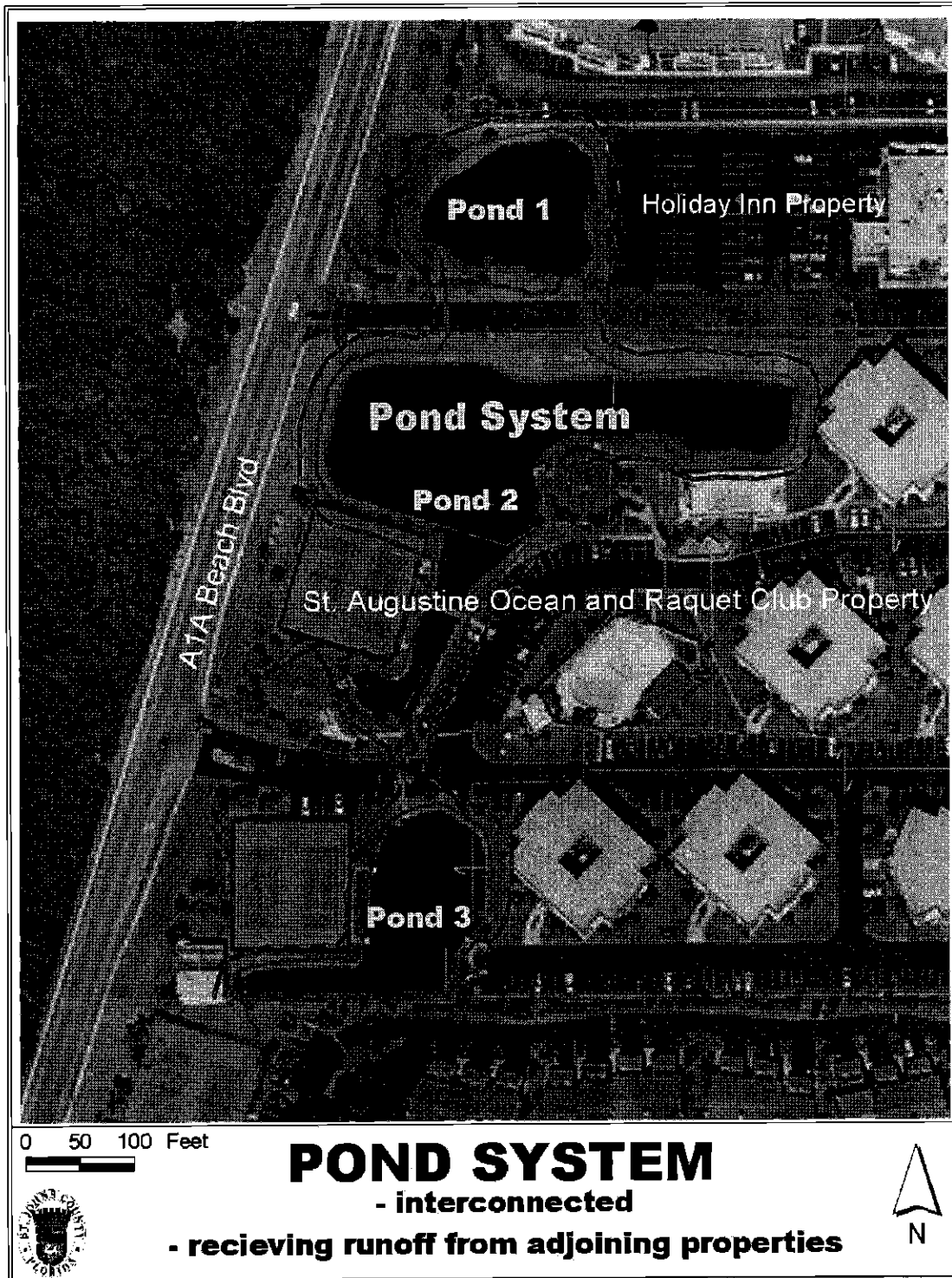
C.R. AIA
STORMWATER POND PLAN

ST. JOHNS COUNTY

OW
CORRELLY & MOYER INC.
7711 3th STREET SOUTH
JACKSONVILLE, FLORIDA 32216
(904) 744-1000
(904) 744-1001 FAX

DATE	DESCRIPTION	BY	CHECKED

Exhibit "C" to Pond System Maintenance Agreement



STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2002 by Andre P. Callen, the President of St. Augustine Resorts, Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

Accepted on behalf of
St. Johns County, a political subdivision of the State of Florida

County Administrator

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2002
by _____ as, _____ St. Johns County, on
behalf of the county, who is personally known to me.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

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Exhibit "A" of Grant of Drainage and Access Easement Between County and St. Augustine Resorts

LEGAL DESCRIPTION OF GRANT OF DRAINAGE AND ACCESS EASEMENT OVER PROPERTY OWNED BY ST. AUGUSTINE RESORTS

A drainage and access easement over the Westerly 275 feet of the following described parcel:

The South 200 feet of the North 400 feet of Lot 5, in Section 3, Township 8 South, Range 30 East, which lies East of a line running parallel with and 50 feet East of the center line of State Road A1A (formally State Road 140) as now located in St. Johns County, Florida, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: The South 200 feet of the North 400 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: For a point of beginning, commence at a point in the southerly line of the North 400 feet of said Government Lot 5 at its intersection of the easterly right-of-way line of State Road No. A1A, formerly State Road No 140, (a 100 foot right-of-way as now established), said point also being a found iron pipe, thence North $17^{\circ}09'10''$ East along said easterly right-of-way line of State Road No. A1A, a distance of 209.95 feet to a found concrete monument; thence North $89^{\circ}41'58''$ East leaving said easterly right-of-way line of State Road No. A1A, a distance of 923.11 feet to a found concrete monument; thence continue North $89^{\circ}41'58''$ East, a distance of 235.00 feet to the approximate high water line of the Atlantic Ocean; thence south $02^{\circ}20'32''$ East along said approximate high water line, a distance of 200.41 feet; thence South $89^{\circ}41'58''$ West, leaving said approximate high water line, a distance of 213.00 feet to a found concrete monument; thence continue South $89^{\circ}41'58''$ West, a distance of 1015.22 feet to the point of beginning. [This parcel containing 238,972 square feet or 5.486 acres more or less].

Note: This easement covers the Pond Area and also provides for use of the driveway and parking spaces for access to the Pond Area.

Exhibit "A" to Grant of Drainage and Access Easement
(Resorts to County)

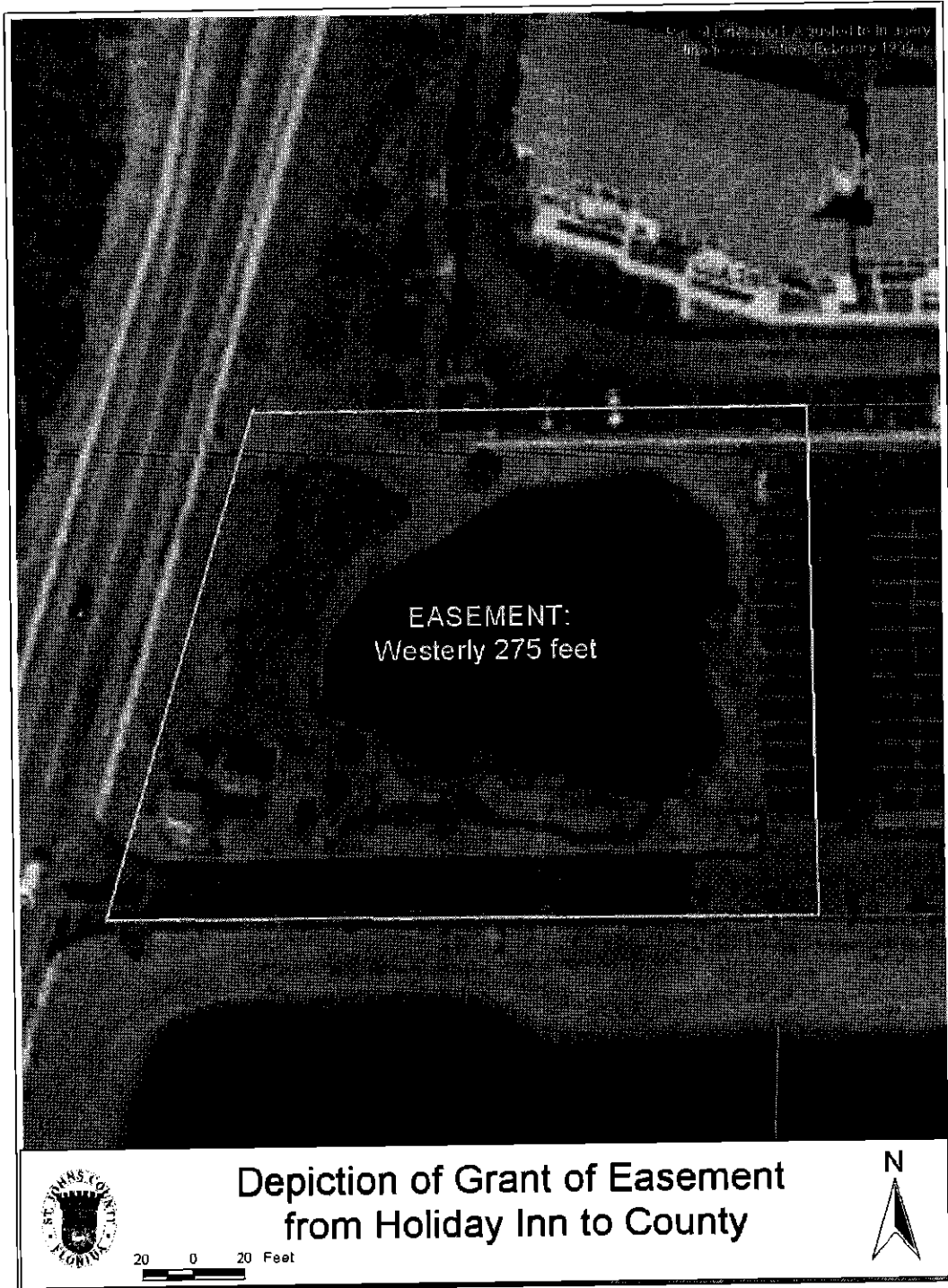


Exhibit "D-2" to Pond System Maintenance Agreement

GRANT OF DRAINAGE AND ACCESS EASEMENT

THIS INDENTURE, made this ____ day of _____, 2002, between St. Augustine Ocean and Racquet Club Condominium Association, whose address is 880 A1A Beach Blvd., St. Augustine, Florida, hereinafter called Grantor, and St. Johns County, a political subdivision of the State of Florida whose post office address is 4020 Lewis Speedway, St. Augustine Florida, hereinafter called Grantee.

Background. Grantor owns certain lands in St. Johns County which abut A1A Beach Road ("Road"). A Condominium Complex is located on the lands owned by Grantor and a drainage and retention pond, driveway, and parking area serve the condominium improvements (collectively, the "Property"). Grantee desires to use and improve a drainage and retention pond on a portion of the Property, to install and maintain underground drainage pipes to connect the pond with another similar pond on adjoining property, and to construct other drainage structures within this easement, all as provided in a "Pond System Maintenance Agreement" ("Agreement") recorded contemporaneously herewith. Grantor agreed to grant this easement to Grantee to effect the terms and conditions of the Agreement.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, its successors and assigns forever, a non-exclusive easement for the purpose of using, maintaining, improving and repairing an existing retention/detention pond on, over and across the following described land together with the right to use a portion of the parking area and driveway on the Premises for access to the pond (the "Premises"), situate in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto:

- a. For the purpose of providing drainage and retention for all storm water which may enter the drainage collection structure located along the frontage of the St. Augustine Ocean and Racquet Club in the right-of-way, Beach Blvd.
- b. Ingress and Egress to perform all necessary maintenance activities on the lands more particularly described in Exhibit "A" attached hereto.

GRANTOR hereby covenants with **GRANTEE** that it is lawfully seized of this land in fee simple and that it has good right and legal authority to sell and convey the described interest in land.

GRANTOR hereby reserves the right and privilege to use the above-described easement for all purposes except as might interfere with the Grantee's use as aforescribed or as might cause a hazardous condition.

TOGETHER, with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful which may be required for the enjoyment of the rights herein granted subject to the reservations, limitations, and conditions set forth below.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Grantor:

Print Name: _____

**ST. AUGUSTINE OCEAN AND RACQUET
CLUB CONDOMINIUM ASSOCIATION,
INC.**

Print Name: _____

BY: _____
Print Name: _____
Its: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2002 by _____ of St. Augustine Ocean and Racquet Club Association Inc. ,

who is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

Accepted on behalf of
St. Johns County, a political subdivision of the State of Florida

County Administrator

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2002
by _____ as, _____ St. Johns County, on
behalf of the County, who is personally known to me.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

**Exhibit "A" to Grant of Drainage and Access Easement Between County and St. Augustine
Ocean and Racquet Club Home Owners Association**

LEGAL DESCRIPTION OF DRAINAGE AND ACCESS EASEMENT OVER PROPERTY
OWNED BY ST. AUGUSTINE OCEAN AND RACQUET CLUB CONDOMINIUM
ASSOCIATION:

THE SOUTH 600 FEET OF THE NORTH 1000 FEET OF GOVERNMENT LOT 5, SECTION
3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA; LYING
EAST OF STATE ROAD NO. A1A, FORMERLY STATE ROAD NO. 140.

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF
THE ABOVE DESCRIBED LANDS, SAID POINT ALSO BEING THE EASTERLY RIGHT
OF WAY LINE OF SAID ROAD, THENCE EAST, ALONG THE NORTHERLY LINE OF
SAID LANDS, SAID LINE ALSO BEING THE SOUTHERLY LINE OF LANDS
BELONGING TO ST. AUGUSTINE RESORT, INC., A DISTANCE OF 432± FEET; THENCE
SOUTH A DISTANCE OF 195± FEET; THENCE RUN WESTERLY MEANDERING
ALONG THE CENTER LINE OF PAVED DRIVEWAY THE FOLLOWING SIX COURSES:
SOUTH 77°35'06" WEST A DISTANCE OF 67 FEET; SOUTH 88°01'37" WEST A
DISTANCE OF 96 FEET; SOUTH 83°29'11" WEST A DISTANCE OF 81 FEET; SOUTH
29°53'13" WEST A DISTANCE OF 204 FEET; EAST A DISTANCE OF 55.00 FEET; AND
SOUTH A DISTANCE OF 210 FEET TO THE SOUTHERLY LINE OF SAID LANDS;
THENCE WESTERLY, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 330± FEET
TO THE EASTERLY LINE OF SAID ROAD, ALSO KNOWN AS BEACH BOULEVARD;
THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID ROAD, A DISTANCE
OF 637± FEET TO THE POINT OF BEGINNING.

Exhibit "A" to Grant of Drainage
Easement Between County and St.
Augustine Ocean and Racquet Club
Condominium Association



Exhibit "E" To Pond System Maintenance Agreement

RECIPROCAL GRANT OF EASEMENT

THIS EASEMENT DEED is made and executed the ___ day of _____, 2002 by **ST. AUGUSTINE OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION INC.**, 880 A1A Beach Blvd, St. Augustine, Florida 32080 ("Association") and **ST. AUGUSTINE RESORTS, INC.** 111 West Fortune Street, Tampa, Florida ("Resorts").

RECITALS:

- A. **Whereas**, Resorts owns the property more particularly described on **Exhibit "A"** attached hereto; and
- B. **Whereas**, Association is responsible for the administration of the St. Augustine Ocean and Racquet Club Condominium which is described on **Exhibit "B"** attached hereto ("Condominium property") and has the power to grant easements over the Condominium property as provided in Section 718.111(10) Florida Statutes;
- C. **Whereas**, St. Johns County has proposed to improve and connect the stormwater retention and detention pond on Resorts' property and the stormwater retention and detention ponds on the Condominium property administered by Association so that such ponds will serve the county, the Condominium property and Resorts' property as a joint drainage and retention facility and amenity as more particularly described in that certain Pond System Maintenance Agreement recorded contemporaneously herewith ("Pond System"); and
- D. **Whereas**, the Pond System Maintenance Agreement contemplates and requires the execution of a Reciprocal Easement between Resorts and Association to permit the flow of water to and from the Pond System on Resorts' land and to and from the Pond System on the Condominium property

NOW THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Resorts **HEREBY GRANTS**, bargains, sells and conveys to Association (and its members, successors and assigns) and Association **HEREBY GRANTS**, bargains, sells and conveys to Resorts (and its successors and assigns), the following:

A perpetual, non-exclusive, reciprocal easement for the flow of water in, out and through the ponds, for the location and maintenance of underground pipes to connect the ponds each to the other, for stormwater pipes comprising a part of the Pond System, for drainage into and out of such ponds within the Pond System; and for the use of all underground structures comprising a part of the Pond

System, which are located on their lands described in **Exhibits A and B**, subject to the right of each party to reasonably use any water retained in the pond on their respective properties for any lawful purpose.

Notwithstanding the foregoing, each party shall remain responsible for the storage and treatment of storm and surface water from their respective properties consistent with the water management permits issued to each of them by applicable governmental authorities.

Each party agrees that the inter-connection of the ponds on their properties creates no responsibility for maintenance or repair of improvements or for damage to improvements on the lands of the other party caused by overflowing of the ponds or storm water inundation, unless the need for such maintenance or repair results solely from the other party's willful failure to perform required routine maintenance of the portion of the Pond System on such party's property, as more fully set forth in the Pond System Maintenance Agreement.

Each Party hereby covenants that such party has the good right and legal authority to sell and convey the easement described herein and that the granting of the same has been duly approved in accordance with applicable law. This easement shall be subject to the terms, conditions, and provisions of the Pond System Maintenance Agreement recorded contemporaneously herewith.

IN WITNESS WHEREOF, this Agreement has been executed the ___ day of _____, 2002.

WITNESSES:
**For ST. AUGUSTINE OCEAN
& RACQUET CLUB CONDOMINIUM
ASSOCIATION INC**

**ST. AUGUSTINE OCEAN & RACQUET
CLUB CONDOMINIUM ASSOCIATION,
INC.**

Print Name: _____

By: _____
_____, for **St. Augustine
Ocean and Racquet Club
Condominium Association Inc.**

Print Name: _____

State of Florida

County of St. Johns

The foregoing instrument was acknowledged before me this ___ day of _____, 2002 by _____, as _____ of St. Augustine Ocean and Racquet Club Condominium Association, Inc., a Florida corporation. On behalf of this corporation, who is personally known or who has produced _____ as identification.

Notary Public
My commission expires:
State of Florida, County of St. Johns

IN WITNESS WHEREOF, this Agreement has been executed the ___ day of _____, 2002.

WITNESSES:

**For ST. AUGUSTINE RESORTS
INC.**

**ST. AUGUSTINE RESORTS, INC.,
A FLORIDA CORPORATION**

Print Name: _____

By: _____

**Andre P. Callen as President of St.
Augustine Resorts Inc.**

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this __ day of _____, 2002 by Andre P. Callen, as President of St. Augustine Resorts, Inc., a Florida corporation. On behalf of this corporation, who is personally known or who has produced _____ as identification.

Notary Public

My commission expires:

State of Florida, County of St. Johns

**Exhibit "A" to Reciprocal Grant of Easement
Between St. Augustine Resorts and St. Augustine Ocean and Racquet
Club Condominium Association**

LEGAL DESCRIPTION OF LAND SUBJECT TO THE RECIPROCAL GRANT OF
EASEMENT OWNED BY ST. AUGUSTINE RESORTS, INC.:

The Westerly 275 feet of the following described parcel:

The South 200 feet of the North 400 feet of Lot 5, in Section 3, Township 8 South, Range 30 East, which lies East of a line running parallel with and 50 feet East of the center line of State Road A1A (formally State Road 140) as now located in St. Johns County, Florida, BEING ALSO DESCRIBED AS: The South 200 feet of the North 400 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: For a point of beginning, commence at a point in the southerly line of the North 400 feet of said Government Lot 5 at its intersection of the easterly right-of-way line of State Road No. A1A, formerly State Road No 140, (a 100 foot right-of-way as now established), said point also being a found iron pipe, thence North 17°09'10" East along said easterly right-of-way line of State Road No. A1A, a distance of 209.95 feet to a found concrete monument; thence North 89°41'58" East leaving said easterly right-of-way line of State Road No. A1A, a distance of 923.11 feet to a found concrete monument; thence continue North 89°41'58" East, a distance of 235.00 feet to the approximate high water line of the Atlantic Ocean; thence south 02°20'32" East along said approximate high water line, a distance of 200.41 feet; thence South 89°41'58" West, leaving said approximate high water line, a distance of 213.00 feet to a found concrete monument; thence continue South 89°41'58" West, a distance of 1015.22 feet to the point of beginning [This parcel containing 5.486 acres more or less].

**Exhibit "B" to Reciprocal Grant of Easement
Between St. Augustine Resorts and St. Augustine Ocean and Racquet
Club Condominium Association**

LEGAL DESCRIPTION OF LAND SUBJECT TO RECIPROCAL GRANT OF EASEMENT OVER PROPERTY OWNED BY ST. AUGUSTINE OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION:

THE SOUTH 600 FEET OF THE NORTH 1000 FEET OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA; LYING EAST OF STATE ROAD NO. A1A, FORMERLY STATE ROAD NO. 140.

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF THE ABOVE DESCRIBED LANDS, SAID POINT ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF SAID ROAD, THENCE EAST, ALONG THE NORTHERLY LINE OF SAID LANDS, SAID LINE ALSO BEING THE SOUTHERLY LINE OF LANDS BELONGING TO ST. AUGUSTINE RESORT, INC., A DISTANCE OF 432± FEET; THENCE SOUTH A DISTANCE OF 195± FEET; THENCE RUN WESTERLY MEANDERING ALONG THE CENTER LINE OF PAVED DRIVEWAY THE FOLLOWING SIX COURSES: SOUTH 77°35'06" WEST A DISTANCE OF 67 FEET; SOUTH 88°01'37" WEST A DISTANCE OF 96 FEET; SOUTH 83°29'11" WEST A DISTANCE OF 81 FEET; SOUTH 29°53'13" WEST A DISTANCE OF 204 FEET; EAST A DISTANCE OF 55.00 FEET; AND SOUTH A DISTANCE OF 210 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE WESTERLY, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 330± FEET TO THE EASTERLY LINE OF SAID ROAD, ALSO KNOWN AS BEACH BOULEVARD; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID ROAD, A DISTANCE OF 637± FEET TO THE POINT OF BEGINNING.

Note: This easement covers the Pond Area.

Exhibit "D-1" to Pond System Maintenance Agreement

GRANT OF DRAINAGE AND ACCESS EASEMENT

THIS INDENTURE, made this ____ day of _____, 2002, between St. Augustine Resorts, Inc., a Florida corporation, whose address is 111 West Fortune Street, Tampa, Florida 33602, hereinafter called Grantor, and St. Johns County, a political subdivision of the State of Florida whose post office address is 4020 Lewis Speedway, St. Augustine Florida, 32084 hereinafter called Grantee.

Background. Grantor owns certain lands in St. Johns County which abut A1A Beach Blvd. ("Road"). A "Holiday Inn®" franchise hotel is located on the lands owned by Grantor and a drainage and retention pond, driveway, and parking area serve the hotel improvements (collectively, the "Property"). Grantee desires to use and improve a drainage and retention pond on a portion of the Property, to install and maintain underground drainage pipes to connect the pond with other similar ponds on adjoining properties, and to construct other drainage structures within this easement, all as provided in a "Pond System Maintenance Agreement" ("Agreement") recorded contemporaneously herewith. Grantor agreed to grant this easement to Grantee to effect the terms and conditions of the Agreement.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, its successors and assigns forever, a non-exclusive easement for the purpose of using, maintaining, improving and repairing an existing retention/detention pond on, over and across the following described land together with the right to use a portion of the parking area and driveway on the premises for access to the pond (the "Premises"), situate in St. Johns County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

TOGETHER, with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful which may be required for the enjoyment of the rights herein granted subject to the reservations, limitations, and conditions set forth below.

PROVIDED, however, that this Grant of Easement is subject to the following reservations, limitations and conditions:

1. Grantor reserves the right to use the stormwater pond on the Premises for the treatment and storage of stormwater from its property and for any other use or purpose which does not materially obstruct the Grantee from using the Premises for the purposes described hereinabove. Grantee may deepen the existing

stormwater pond on the Premises so that it will accommodate a greater volume of water, but Grantee will not otherwise enlarge the surface of stormwater pond within the easement without the prior written consent of Grantor nor will Grantee materially impair the ability of the stormwater pond to treat surface and stormwater discharged from Grantor's Property. In event of any conflict, it is agreed that Grantor's right to discharge stormwater into the pond for the benefit of the Property shall be superior to and take precedence over Grantee's right to discharge stormwater into the pond from the Road.

2. Grantee recognizes that part of the Premises is improved with a driveway that provides access to the hotel on the Property owned and operated by Grantor. Grantee will not disturb the driveway located on the Premises except for the purpose of installing and maintaining the underground drainage pipes under the driveway on the Premises. At all times, Grantee will schedule and time the construction its underground drainage improvements and its repairs of such drainage improvements in a manner that access over the driveway on the Premises for vehicular traffic to and from the hotel is not substantially impaired. In addition, Grantee may use the parking spaces located on the Premises for access to the pond, for parking purposes to maintain the pond (but not for public parking) but Grantee shall not otherwise disturb such parking improvements on the Premises. Grantee will not construct any open ditches or canals on the Premises and all structures for the conveyance of water from the pond or to the pond on the Premises shall be by underground piping.
3. Upon completion of any construction, repair, restoration, replacement, maintenance or other alteration, Grantee shall restore in a good and workmanlike manner the surface of the Premises in the same manner as if the Premises were within a public right-of-way, with respect to trench repair, restoration of grass areas and landscaping, paving, walks, driveways, curbs and gutters, storm drains, culverts and drainage structures on, in, through, or under the Premises. Any further repair or restoration beyond the scope of any of the standards shall be the responsibility of the Grantor or its successors or assigns in and to the Premises, all at the expense of Grantor or any such successor or assign.
4. Except in the case of emergency repairs, Grantee shall notify Grantor of Grantee's plans to construct, repair, restore, replace, maintain or otherwise alter any part of the drainage facilities on the Premises, prior to undertaking such activity so that Grantor may identify improvements on, in, through, or under the portion of the Premises to be affected by such activity. In the case of emergency repairs, Grantee shall provide notice of the same as soon as reasonably possible after the completion of such construction and repairs.
5. Grantee will not assign its right, title and interest in the Premises and will not grant any sub-easements, partial assignments, licenses or other permissions to any other person to use any part of the Premises for the construction or placement of any drainage lines or facilities or for any other purpose whatsoever.

6. Grantee shall comply with all governmental or quasi-governmental laws, ordinances, rules, regulations of every kind pertaining to the Premises or to the use and occupancy thereof, including, without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety and will not impair any permits issued to Grantor by any such governmental agencies. Grantee will not commit or suffer any waste at the Premises and will not use or permit any use of the Premises for any illegal purpose or in such a way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which the Premises are subject.

7. Grantee agrees that it will be responsible for the removal, cleanup and remediation of any hazardous or toxic chemicals which enter the Premises from the Grantee's public right of way at Grantee's sole cost and expense, including but not limited to the cost of obtaining all governmental authorizations, filing all governmental forms, and obtaining all final governmental approval of the remediation.

8. All rights to use easement granted hereby shall impose an obligation of reasonableness in such use. Grantee will not unreasonably burden the pond with stormwater and will not cause the pond to violate any permit issued by any governmental agency or to fail to provide adequate retention and detention for the benefit of the Property.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Grantor:

Print Name: _____

**ST. AUGUSTINE RESORTS, INC.,
A FLORIDA CORPORATION**

Print Name: _____

BY: _____
Print Name: Andre P. Callen
Its: President

(corporate seal)

Exhibit "A" of Grant of Drainage and Access Easement Between County and St. Augustine Resorts

**LEGAL DESCRIPTION OF GRANT OF DRAINAGE AND ACCESS EASEMENT
OVER PROPERTY OWNED BY ST. AUGUSTINE RESORTS**

A drainage and access easement over the Westerly 275 feet of the following described parcel:

The South 200 feet of the North 400 feet of Lot 5, in Section 3, Township 8 South, Range 30 East, which lies East of a line running parallel with and 50 feet East of the center line of State Road A1A (formally State Road 140) as now located in St. Johns County, Florida, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:___The South 200 feet of the North 400 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: For a point of beginning, commence at a point in the southerly line of the North 400 feet of said Government Lot 5 at its intersection of the easterly right-of-way line of State Road No. A1A, formerly State Road No 140, (a 100 foot right-of-way as now established), said point also being a found iron pipe, thence North 17°09'10" East along said easterly right-of-way line of State Road No. A1A, a distance of 209.95 feet to a found concrete monument; thence North 89°41'58" East leaving said easterly right-of-way line of State Road No. A1A, a distance of 923.11 feet to a found concrete monument; thence continue North 89°41'58" East, a distance of 235.00 feet to the approximate high water line of the Atlantic Ocean; thence south 02°20'32" East along said approximate high water line, a distance of 200.41 feet; thence South 89°41'58" West, leaving said approximate high water line, a distance of 213.00 feet to a found concrete monument; thence continue South 89°41'58" West, a distance of 1015.22 feet to the point of beginning. [This parcel containing 238,972 square feet or 5.486 acres more or less].

Note: This easement covers the Pond Area and also provides for use of the driveway and parking spaces for access to the Pond Area.

Exhibit "A" to Grant of Drainage and Access Easement
(Resorts to County)



Exhibit "D" to Resolution

Exhibit "D-2" to Pond System Maintenance Agreement

GRANT OF DRAINAGE AND ACCESS EASEMENT

THIS INDENTURE, made this ____ day of _____, 2002, between St. Augustine Ocean and Racquet Club Condominium Association, whose address is 880 A1A Beach Blvd., St. Augustine, Florida, hereinafter called Grantor, and St. Johns County, a political subdivision of the State of Florida whose post office address is 4020 Lewis Speedway, St. Augustine Florida, hereinafter called Grantee.

Background. Grantor owns certain lands in St. Johns County which abut A1A Beach Road ("Road"). A Condominium Complex is located on the lands owned by Grantor and a drainage and retention pond, driveway, and parking area serve the condominium improvements (collectively, the "Property"). Grantee desires to use and improve a drainage and retention pond on a portion of the Property, to install and maintain underground drainage pipes to connect the pond with another similar pond on adjoining property, and to construct other drainage structures within this easement, all as provided in a "Pond System Maintenance Agreement" ("Agreement") recorded contemporaneously herewith. Grantor agreed to grant this easement to Grantee to effect the terms and conditions of the Agreement.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, its successors and assigns forever, a non-exclusive easement for the purpose of using, maintaining, improving and repairing an existing retention/detention pond on, over and across the following described land together with the right to use a portion of the parking area and driveway on the Premises for access to the pond (the "Premises"), situate in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto:

- a. For the purpose of providing drainage and retention for all storm water which may enter the drainage collection structure located along the frontage of the St. Augustine Ocean and Racquet Club in the right-of-way, Beach Blvd.
- b. Ingress and Egress to perform all necessary maintenance activities on the lands more particularly described in Exhibit "A" attached hereto.

GRANTOR hereby covenants with **GRANTEE** that it is lawfully seized of this land in fee simple and that it has good right and legal authority to sell and convey the described interest in land.

GRANTOR hereby reserves the right and privilege to use the above-described easement for all purposes except as might interfere with the Grantee's use as aforescribed or as might cause a hazardous condition.

TOGETHER, with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful which may be required for the enjoyment of the rights herein granted subject to the reservations, limitations, and conditions set forth below.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Grantor:

Print Name: _____

**ST. AUGUSTINE OCEAN AND
RACQUET CLUB CONDOMINIUM
ASSOCIATION, INC.**

Print Name: _____

BY: _____
Print Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2002
by _____ of St. Augustine Ocean and Racquet Club Association
Inc. ,
who is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

Accepted on behalf of
St. Johns County, a political subdivision of the State of Florida

County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of
_____, 2002 by _____ as,

St. Johns County, on behalf of the County, who is personally
known to me.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

Exhibit "A" to Grant of Drainage and Access Easement Between County and St. Augustine Ocean and Racquet Club Home Owners Association

LEGAL DESCRIPTION OF DRAINAGE AND ACCESS EASEMENT OVER PROPERTY OWNED BY ST. AUGUSTINE OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION:

THE SOUTH 600 FEET OF THE NORTH 1000 FEET OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA; LYING EAST OF STATE ROAD NO. A1A, FORMERLY STATE ROAD NO. 140.

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF THE ABOVE DESCRIBED LANDS, SAID POINT ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF SAID ROAD, THENCE EAST, ALONG THE NORTHERLY LINE OF SAID LANDS, SAID LINE ALSO BEING THE SOUTHERLY LINE OF LANDS BELONGING TO ST. AUGUSTINE RESORT, INC., A DISTANCE OF 432± FEET; THENCE SOUTH A DISTANCE OF 195± FEET; THENCE RUN WESTERLY MEANDERING ALONG THE CENTER LINE OF PAVED DRIVEWAY THE FOLLOWING SIX COURSES: SOUTH 77°35'06" WEST A DISTANCE OF 67 FEET; SOUTH 88°01'37" WEST A DISTANCE OF 96 FEET; SOUTH 83°29'11" WEST A DISTANCE OF 81 FEET; SOUTH 29°53'13" WEST A DISTANCE OF 204 FEET; EAST A DISTANCE OF 55.00 FEET; AND SOUTH A DISTANCE OF 210 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE WESTERLY, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 330± FEET TO THE EASTERLY LINE OF SAID ROAD, ALSO KNOWN AS BEACH BOULEVARD; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID ROAD, A DISTANCE OF 637± FEET TO THE POINT OF BEGINNING.

Exhibit "A" to Grant of Drainage
Easement Between County and St.
Augustine Ocean and Racquet Club
Condominium Association

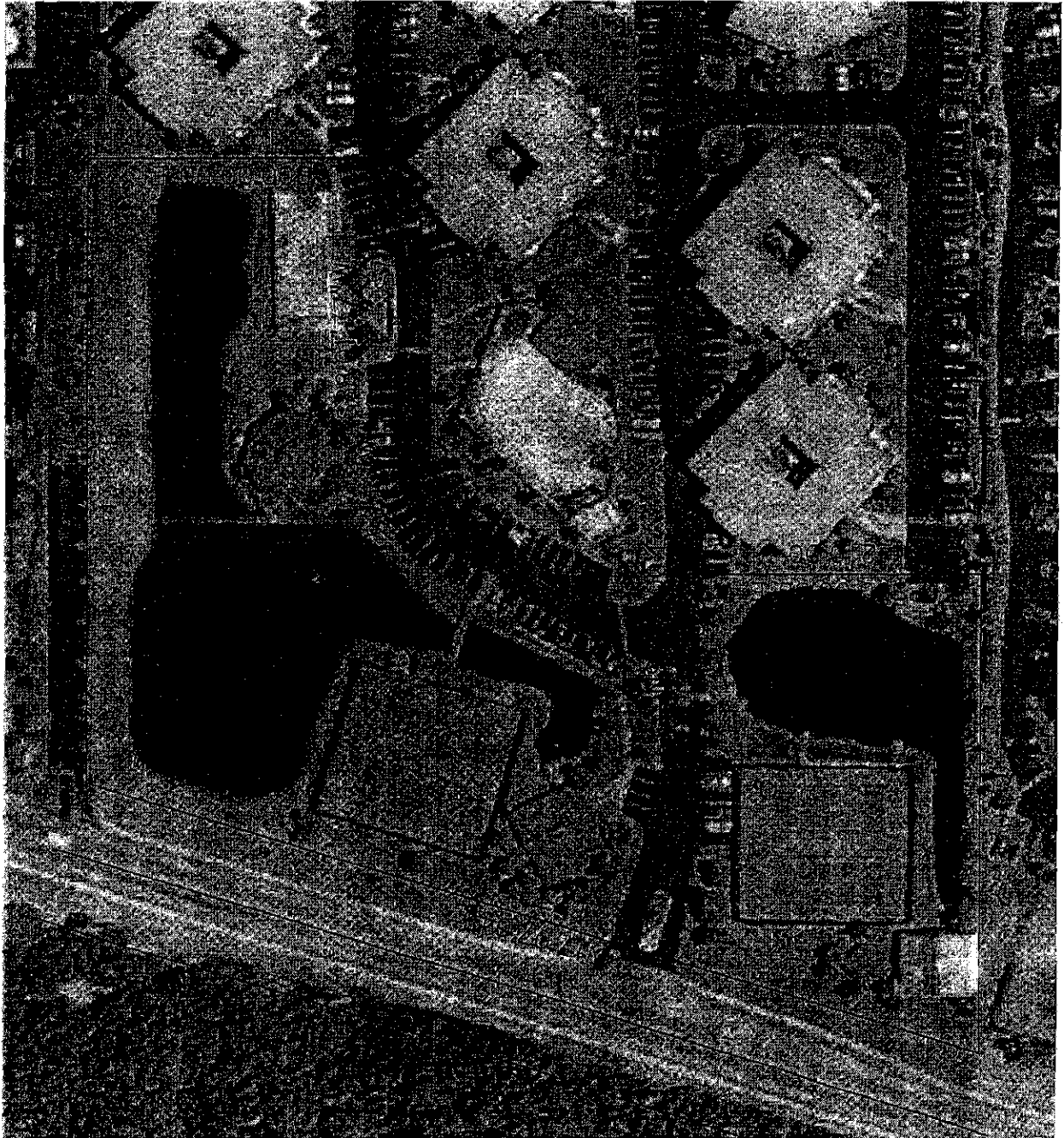


Exhibit "E" to Resolution

Exhibit "E" To Pond System Maintenance Agreement

RECIPROCAL GRANT OF EASEMENT

THIS EASEMENT DEED is made and executed the ___ day of _____, 2002 by **ST. AUGUSTINE OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION INC.**, 880 A1A Beach Blvd, St. Augustine, Florida 32080 ("Association") and **ST. AUGUSTINE RESORTS, INC.** 111 West Fortune Street, Tampa, Florida ("Resorts").

RECITALS:

- A. **Whereas**, Resorts owns the property more particularly described on **Exhibit "A"** attached hereto; and
- B. **Whereas**, Association is responsible for the administration of the St. Augustine Ocean and Racquet Club Condominium which is described on **Exhibit "B"** attached hereto ("Condominium property") and has the power to grant easements over the Condominium property as provided in Section 718.111(10) Florida Statutes;
- C. **Whereas**, St. Johns County has proposed to improve and connect the storm water retention and detention pond on Resorts' property and the storm water retention and detention ponds on the Condominium property administered by Association so that such ponds will serve the county, the Condominium property and Resorts' property as a joint drainage and retention facility and amenity as more particularly described in that certain Pond System Maintenance Agreement recorded contemporaneously herewith ("Pond System"); and
- D. **Whereas**, the Pond System Maintenance Agreement contemplates and requires the execution of a Reciprocal Easement between Resorts and Association to permit the flow of water to and from the Pond System on Resorts' land and to and from the Pond System on the Condominium property

NOW THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Resorts **HEREBY GRANTS**, bargains, sells and conveys to Association (and its members, successors and assigns) and Association **HEREBY GRANTS**, bargains, sells and conveys to Resorts (and its successors and assigns), the following:

A perpetual, non-exclusive, reciprocal easement for the flow of water in, out and through the ponds, for the location

and maintenance of underground pipes to connect the ponds each to the other, for storm water pipes comprising a part of the Pond System, for drainage into and out of such ponds within the Pond System; and for the use of all underground structures comprising a part of the Pond System, which are located on their lands described in **Exhibits A and B**, subject to the right of each party to reasonably use any water retained in the pond on their respective properties for any lawful purpose.

Notwithstanding the foregoing, each party shall remain responsible for the storage and treatment of storm and surface water from their respective properties consistent with the water management permits issued to each of them by applicable governmental authorities.

Each party agrees that the inter-connection of the ponds on their properties creates no responsibility for maintenance or repair of improvements or for damage to improvements on the lands of the other party caused by overflowing of the ponds or storm water inundation, unless the need for such maintenance or repair results solely from the other party's willful failure to perform required routine maintenance of the portion of the Pond System on such party's property, as more fully set forth in the Pond System Maintenance Agreement.

Each Party hereby covenants that such party has the good right and legal authority to sell and convey the easement described herein and that the granting of the same has been duly approved in accordance with applicable law. This easement shall be subject to the terms, conditions, and provisions of the Pond System Maintenance Agreement recorded contemporaneously herewith.

IN WITNESS WHEREOF, this Agreement has been executed the ___ day of _____, 2002.

WITNESSES:
**For ST. AUGUSTINE OCEAN
& RACQUET CLUB CONDOMINIUM
ASSOCIATION INC**

**ST. AUGUSTINE OCEAN & RACQUET
CLUB CONDOMINIUM ASSOCIATION,
INC.**

Print Name: _____

By: _____
_____, for **St. Augustine
Ocean and Racquet Club
Condominium Association Inc.**

Print Name: _____

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this ___ day of _____, 2002 by _____, as _____ of St. Augustine Ocean and Racquet Club Condominium Association, Inc., a Florida corporation. On behalf of this corporation, who is personally known or who has produced _____ as identification.

Notary Public
My commission expires:
State of Florida, County of St. Johns

IN WITNESS WHEREOF, this Agreement has been executed the ___ day of _____, 2002.

WITNESSES:

**For ST. AUGUSTINE RESORTS
INC.**

ST. AUGUSTINE RESORTS, INC.,
A FLORIDA CORPORATION

Print Name: _____

By: _____
Andre P. Callen as President of St.
Augustine Resorts Inc.

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ___ day of _____, 2002 by Andre P. Callen, as President of St. Augustine Resorts, Inc., a Florida corporation. On behalf of this corporation, who is personally known or who has produced _____ as identification.

Notary Public
My commission expires:
State of Florida, County of St. Johns

**Exhibit "A" to Reciprocal Grant of Easement
Between St. Augustine Resorts and St. Augustine Ocean and Racquet
Club Condominium Association**

LEGAL DESCRIPTION OF LAND SUBJECT TO THE RECIPROCAL GRANT OF EASEMENT OWNED BY ST. AUGUSTINE RESORTS, INC.:

The Westerly 275 feet of the following described parcel:

The South 200 feet of the North 400 feet of Lot 5, in Section 3, Township 8 South, Range 30 East, which lies East of a line running parallel with and 50 feet East of the center line of State Road A1A (formally State Road 140) as now located in St. Johns County, Florida, BEING ALSO DESCRIBED AS: The South 200 feet of the North 400 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: For a point of beginning, commence at a point in the southerly line of the North 400 feet of said Government Lot 5 at its intersection of the easterly right-of-way line of State Road No. A1A, formerly State Road No 140, (a 100 foot right-of-way as now established), said point also being a found iron pipe, thence North 17°09'10" East along said easterly right-of-way line of State Road No. A1A, a distance of 209.95 feet to a found concrete monument; thence North 89°41'58" East leaving said easterly right-of-way line of State Road No. A1A, a distance of 923.11 feet to a found concrete monument; thence continue North 89°41'58" East, a distance of 235.00 feet to the approximate high water line of the Atlantic Ocean; thence south 02°20'32" East along said approximate high water line, a distance of 200.41 feet; thence South 89°41'58" West, leaving said approximate high water line, a distance of 213.00 feet to a found concrete monument; thence continue South 89°41'58" West, a distance of 1015.22 feet to the point of beginning [This parcel containing 5.486 acres more or less].

**Exhibit "B" to Reciprocal Grant of Easement
Between St. Augustine Resorts and St. Augustine Ocean and Racquet
Club Condominium Association**

LEGAL DESCRIPTION OF LAND SUBJECT TO RECIPROCAL GRANT OF EASEMENT OVER PROPERTY OWNED BY ST. AUGUSTINE OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION:

THE SOUTH 600 FEET OF THE NORTH 1000 FEET OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA; LYING EAST OF STATE ROAD NO. A1A, FORMERLY STATE ROAD NO. 140.

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF THE ABOVE DESCRIBED LANDS, SAID POINT ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF SAID ROAD, THENCE EAST, ALONG THE NORTHERLY LINE OF SAID LANDS, SAID LINE ALSO BEING THE SOUTHERLY LINE OF LANDS BELONGING TO ST. AUGUSTINE RESORT, INC., A DISTANCE OF 432± FEET; THENCE SOUTH A DISTANCE OF 195± FEET; THENCE RUN WESTERLY MEANDERING ALONG THE CENTER LINE OF PAVED DRIVEWAY THE FOLLOWING SIX COURSES: SOUTH 77°35'06" WEST A DISTANCE OF 67 FEET; SOUTH 88°01'37" WEST A DISTANCE OF 96 FEET; SOUTH 83°29'11" WEST A DISTANCE OF 81 FEET; SOUTH 29°53'13" WEST A DISTANCE OF 204 FEET; EAST A DISTANCE OF 55.00 FEET; AND SOUTH A DISTANCE OF 210 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE WESTERLY, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 330± FEET TO THE EASTERLY LINE OF SAID ROAD, ALSO KNOWN AS BEACH BOULEVARD; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID ROAD, A DISTANCE OF 637± FEET TO THE POINT OF BEGINNING.

Note: This easement covers the Pond Area.