

RESOLUTION NO. 2003- 206

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR WATER SERVICES TO TOWN CENTER WEST AT ST. JOHNS PHASE 2, PARCEL B.

RECITALS

WHEREAS, TCW Property Management, Inc., a Florida Corporation, has executed and presented to the County an Easement for Water Services, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, primarily for ingress and egress to read and maintain the water meters that are located behind the Town Center.; and

WHEREAS, TCW Property Management, Inc. is the successor for Town Square at Saint Johns Phase II Limited, who granted an Easement for water and sewer to St. Johns County, adopted by Resolution 2000-63 dated May 9, 20003, attached hereto as Exhibit "B", incorporated by reference and made a part hereof. TCW Property Management, Inc. desires to amend their obligations with regard to providing of services for water utilities for the Property since all other water and sewer utility infrastructure is not owned or maintained by the St. Johns County Utility Department; and

WHEREAS, the Utility Appraisal Report value page is included as Exhibit "C", incorporated by reference and made a part hereof. Upon the passage of this Resolution, the complete Appraisal Report will be submitted to the St. Johns County Finance Division to comply with the Government Accounting Standards Board 34 Finance Rule; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept this Easement for the health, safety and welfare of the citizens in that area.

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 above described Easement for Utilities attached and incorporated hereto, is hereby accepted.

Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 4th day of November, 2003.

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

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

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande
Deputy Clerk

[Faint circular stamp or seal, likely the official seal of the Board of County Commissioners, St. Johns County, Florida.]

Exhibit "A" to Resolution

EASEMENT FOR WATER SERVICES

THIS EASEMENT executed and given this 20th day of June, 2003, By and between TCW PROPERTY MANAGEMENT, INC., a Florida Corporation, as Trustee pursuant to that certain Trust Agreement effective June 3, 2002, with an address of 901 S. Federal Highway, Suite 101, Ft. Lauderdale FL 33316, hereinafter called "**Grantor**," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is P.O. Box 349, St. Augustine, FL 32085-0349, hereinafter called "**Grantee**."

WITNESSETH:

Whereas, the Grantor is the owner of that certain real property known as Town Square Center and more specifically described in **Exhibit "A"** attached hereto and made a part hereof ("Property"); and

Whereas, the Grantor's predecessor in interest has granted to the Grantee an easement for water services, among other matters as more specifically described in the Easement for Utilities dated February 16, 2000 and recorded May 16, 2000 in OR Book 1496 Page 1110 of the public records of St. John's County, Florida ("Prior Easement"); and

Whereas, the Grantor and the Grantee desire to amend their obligations of each to the other with regard to the providing of services for water utilities for the Property.

NOW, THEREFORE, 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, the parties hereby agree as follows:

1. The above recitations are true and correct as if fully set forth herein.
2. Effective as of the execution by all the parties hereto and the recordation hereof in the public records of St. John's County, the Prior Easement shall be amended to delete any reference to future obligations of the Grantor/Grantee of each to the other with regard to the providing of water services or utilities for the Property in that in its stead and place this instrument shall supercede and govern. In all other

respects, the Prior Easement shall remain in full force and effect as it relates to sewer utilities provided by the Grantee for the Property.

3. Grantor does grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee a non-exclusive permanent easement and right-of-way to enter upon the Property in order to gain access over and across the vehicular and pedestrian ways otherwise made available to the public for such purposes as otherwise depicted on the Site Plan attached hereto and made a part hereof as **Exhibit "B"**, and as the same may be modified from time to time by the Grantor, in order to gain access to the "Easement Area" as more specifically described and depicted on **Exhibit "C"** attached hereto and made a part hereof, in order to read and inspect the meters installed within the Easement Area for the purpose of regulating and monitoring water consumption on the Property. Together herewith shall be the right 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 reading water meters and monitoring consumption thereof only, and does not convey any right to install other utilities such as cable television service lines.
4. 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 "D"** attached hereto;
5. Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy:
 - a) the surface and air space over the Easement Area for any purpose which consistent with the rights herein granted to Grantee; and
 - b) 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.
6. The water meters, and all water lines, back flow preventors, conduits, pipes, and water distribution systems connected thereto ("Associated Appurtenances") 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 the Associated Appurtenances that are 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.

7. 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 relocation of the water meters and Associated Appurtenances 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.
8. 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.
9. The Grantee shall maintain all the water meter and meters on the Property. The Grantor, its successors and assigns shall be responsible for maintaining all water mains and the Associated Appurtenances located within the Property.
10. If at any time the Grantor deems it necessary to alter the water meters locations, after any installation, construction, repair, replacement, or removal Grantor 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. Nothing in this section shall relieve Grantor of liability for damage caused to improvements on the Property by Grantor's negligence.
11. This Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.
12. 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered
In the presence of:

Jean T. Sherman
Witness
Print Name: Jean T. Sherman

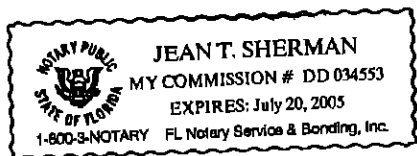
John P. Wilkes
Witness
Print Name John P. Wilkes

TCW PROPERTY MANAGEMENT,
INC., a Florida corporation

By: Williams A. Joyner
Its: Williams A. Joyner, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of June, 2003, by Williams A. Joyner, as President of TCW PROPERTY MANAGEMENT, INC., a Florida corporation, who is personally known to me or who has produced a valid Florida Driver's License as identification.



Jean T. Sherman
Notary Public, State of Florida

Jean T. Sherman
Print Name

Commission Expires

LEGAL DESCRIPTION

PARCEL "A" (Publix Shopping Center Parcel)

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 the Southeast corner of Section 10 of said Township 6 South, Range 28 East, thence South 89° 32' 10" West along the South line of said Section 10 to its intersection with the Westerly right-of-way line of the ramp leading from Interstate 95 to International Golf Parkway (a right-of-way of varying width), a distance of 300.10 feet; thence South 05° 35' 47" West along said right-of-way line, a distance of 798.06 feet to the point of a curve of a curve, said curve being concave Northwesterly having a radius of 336.00 feet; thence Southwesterly continuing along the Northwesterly right-of-way line of said ramp and along the arc of said curve, an arc distance of 209.65 feet, said arc being subtended by a chord bearing of South 23° 28' 17" West and a chord distance of 206.26 feet to the point of tangency of said curve; thence South 41° 20' 46" West continuing along said Northwesterly right-of-way line, a distance of 224.57 feet to an angel point in said right-of-way line; thence South 44° 29' 54" West continuing along said right-of-way line, a distance of 562.78 feet to the point of cusp of a curve, said curve being concave Westerly having a radius of 25.00 feet; thence Northerly leaving said Northwesterly right-of-way line and along the Southerly right-of-way line of WGV Boulevard (a right-of-way of varying width) and along the arc of said curve, an arc distance of 39.27 feet, said arc being subtended by a chord bearing of North 00° 30' 06" West and a chord distance of 35.36 feet to the point of tangency of said curve; thence North 45° 30' 05" West continuing along said Southerly right-of-way line, a distance of 475.00 feet to an angel point in said right-of-way line; thence continuing along said right-of-way line run North 41° 48' 12" West, a distance of 121.81 feet; thence departing said right-of-way line run South 47° 36' 34" West, a distance of 24.95 feet; thence South 53° 32' 55" West, a distance of 26.72 feet; thence North 42° 30' 47" West, a distance of 19.23 feet; thence South 47° 29' 13" West, a distance of 72.00 feet; thence South 42° 30' 47" East a distance of 18.00 feet; thence South 47° 29' 13" West, a distance of 9.00 feet; thence North 42° 30' 47" West, a distance of 18.00 feet; thence South 47° 29' 13" West, a distance of 81.00 feet; thence South 42° 30' 47" East, a distance of 18.00 feet; thence South 47° 29' 13" West, a distance of 22.07 feet, thence North 80° 37' 38" West a distance of 44.20 feet; thence South 47° 54' 27" West, a distance of 30.43 feet; thence North 46° 19' 35" West, a distance of 11.52 feet; to the POINT OF BEGINNING; from the point of beginning thus described run South 54° 47' 03" West, a distance of 552.10 feet; thence South 37° 24' 02" West, a distance of 80.45 feet; thence South 84° 01' 29" West, a distance of 154.48 feet; thence South 88° 06' 58" West, a distance of 49.48 feet; thence South 84° 01' 29" West, a distance of 23.50 feet; thence North 5° 58' 31" West, a distance of 212.19 feet; thence North 22° 20' 26" East, a distance of 375.92 feet; thence North 49° 03' 34" East, a distance of 261.67 feet; thence North 66° 58' 41" East, a distance of 51.26 feet; thence South 20° 53' 39" East, a distance of 5.02 feet; thence South 40° 56' 32" East, a distance of 104.03 feet; thence South 49° 03' 29" West, a distance of 18.00 feet; thence South 40° 56' 32" East, a distance of 9.00 feet; thence North 49° 03' 29" East, a distance of 18.00 feet; thence South 40° 56' 32" East a distance of 40.00 feet; thence South 49° 03' 29" West, a distance of 17.46 feet; thence South 44° 15' 44" East, a distance of 3.88 feet to the point of a curve to the left, said curve being concave to the North and having a radius 50.00 feet; thence Southeasterly along and around said curve, and arc distance of 63.31 feet, said curve being subtended by a chord bearing of South 80° 32' 17" East and a chord distance of 59.17 feet; thence South 47° 55' 42" East, a distance of 45.92 feet; thence North 74° 29' 52" East, a distance of 22.95 feet; thence South 45° 30' 08" East, a distance of 81.00 feet; thence South 74° 29' 52" West, a distance of 23.09 feet; thence South 45° 30' 08" East, a distance of 10.39 feet; thence North 74° 29' 52" East, a distance of 23.09 feet; thence South 45° 30' 08" East, a distance of 92.37 feet; thence South 74° 29' 52" West, a distance of 23.34 feet; thence South 46° 19' 35" East, a distance of 63.61 feet to the POINT OF BEGINNING.

EXHIBIT "C" to Easement

EASEMENT AREA

Easement "1" as depicted on that survey by All American Surveyors of Florida, Inc.,
Project No. 98-899-14, revised and certified 5-30-03.

EASEMENT "1"

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 THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 89° 32' 10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05° 35' 47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.08 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 338.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23° 28' 17" WEST AND A CHORD DISTANCE OF 206.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41° 20' 48" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44° 29' 54" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 582.78 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00° 30' 08" WEST AND A CHORD DISTANCE OF 35.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45° 30' 05" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE RUN NORTH 41° 48' 12" WEST, A DISTANCE OF 121.81 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN SOUTH 47° 38' 34" WEST, A DISTANCE OF 24.95 FEET; THENCE SOUTH 53° 32' 55" WEST, A DISTANCE OF 28.72 FEET; THENCE NORTH 42° 30' 47" WEST, A DISTANCE OF 19.23 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 72.00 FEET; THENCE SOUTH 42° 30' 47" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 9.00 FEET; THENCE NORTH 42° 30' 47" WEST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 81.00 FEET; THENCE SOUTH 42° 30' 47" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 22.07 FEET; THENCE NORTH 80° 37' 38" WEST, A DISTANCE OF 44.20 FEET; THENCE SOUTH 47° 54' 27" WEST, A DISTANCE OF 30.43 FEET; THENCE NORTH 48° 19' 35" WEST, A DISTANCE OF 11.52 FEET; THENCE SOUTH 54° 47' 03" WEST, A DISTANCE OF 552.10 FEET; THENCE SOUTH 37° 24' 02" WEST, A DISTANCE OF 80.45 FEET; THENCE SOUTH 84° 01' 29" WEST, A DISTANCE OF 154.48 FEET; THENCE SOUTH 88° 08' 58" WEST, A DISTANCE OF 49.48 FEET; THENCE SOUTH 84° 01' 29" WEST, A DISTANCE OF 23.50 FEET; THENCE NORTH 05° 58' 31" WEST, A DISTANCE OF 212.19 FEET; THENCE SOUTH 78° 25' 04" EAST, A DISTANCE OF 43.39 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 22° 18' 02" EAST, A DISTANCE OF 189.48 FEET; THENCE NORTH 38° 09' 11" EAST, A DISTANCE OF 6.02 FEET; THENCE NORTH 49° 03' 48" EAST, A DISTANCE OF 135.84 FEET; THENCE SOUTH 40° 58' 14" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 49° 03' 48" WEST, A DISTANCE OF 133.58 FEET; THENCE SOUTH 38° 09' 11" WEST, A DISTANCE OF 1.33 FEET; THENCE SOUTH 22° 18' 02" WEST, A DISTANCE OF 213.75 FEET; THENCE NORTH 67° 41' 58" WEST, A DISTANCE OF 5.63 FEET; THENCE NORTH 05° 58' 01" WEST, A DISTANCE OF 30.35 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 8,875 SQUARE FEET.

EXHIBIT "C-4" to Easement

EXHIBIT "D" to Easement

"Permitted Exceptions"

1. Taxes for the year 2003 and any taxes and assessments levied or assessed subsequent to the date hereof. Said taxes become a lien as of January 1, 2003, but not due and payable until November 1, 2003.
2. Saint Joins 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. 183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, Page 219, as further modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, Page 1119, and Notification of DRI/Development Order recorded in Official Records Book 1217, Page 437, modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, Page 205, as further modified by Modification of Saint Johns Development of Regional Impact Development Order on September 28, 1998, under Resolution 98-179 as noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, Page 1883, Notice of DRI/Development Order Modification to the Saint Johns Development Regional Impact Development Order on January 26, 1999, under Resolution 99-20 recorded in Official Records Book 1388, Page 1323 and Assignment of Development Rights (Northwest Parcel 9) recorded December 17, 1997 in Official Records Book 1283, Page 1920, all 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 dated January 24, 1995, and recorded in Official Records Book 1094, Page 332, of the 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, of the Public Records of St. Johns County, Florida.
6. Declaration of Covenants and Restrictions for Saint Johns - Northwest Commercial recorded in Official Records Book 1185, Page 645, as amended by Notice of Relocation of Roadways - Saint Johns - Northwest Commercial recorded in Official Records Book 1198, Page 866, and Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Commercial recorded in Official Records Book 1198, Page 948, all of the Public Records of St. Johns County, Florida.

7. Declaration of Covenants, Easements and Restrictions, World Golf Village Golf Course and Hall of Fame recorded in Official Records Book 1185, Page 1023, of the Public Records of St. Johns County, Florida.
8. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, Page 1831, of the Public Records of St. Johns County, Florida.
9. 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.
10. 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.
11. 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.
12. 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.
13. Impact Fee Credit Agreement (Park Impact Fees) as contained in instrument recorded November 24, 1997 in Official Records Book 1278, Page 1584, of the Public Records of St. Johns County, Florida.
14. Covenants, Conditions, Restrictions, Easements and Reservations as set forth in Special Warranty Deed (Northwest Parcel 9) recorded December 17, 1997 in Official Records Book 1283, Page 1871 and Consent recorded in Official Records Book 1468, Page 1915, of the Public Records of St. Johns County, Florida.
15. Terms, conditions and reservations as set forth in Access Easement (Northwest Parcel 9) recorded December 17, 1997 in Official Records Book 1283, Page 1903, of the Public Records of St. Johns County, Florida.
16. Lease dated October 2, 1998 as contained in Memorandum of Lease by and between Town Square At Saint Johns Limited Partnership ("Landlord") and Publix Super Markets, Inc. ("Tenant") recorded October 13, 1998, in Official Records Book 1355, Page 436, First Addendum thereto recorded November 20, 1998 in Official Records Book 1364, Page 1670, Second Addendum thereto recorded March 28, 2000, in Official Records Book 1483, Page 1746, and Third Addendum thereto recorded April 17, 2000 in Official Records Book 1489, Page 197, all of the Public Records of St. Johns County, Florida.

17. Easement for Utilities recorded May 16, 2000 in Official Records Book 1496, Page 1110, of the Public Records of St. Johns County, Florida.
18. Declaration of Easements and Restrictive Covenants as recorded in Official Records Book 1812, Page 134, of the Public Records of St. Johns County, Florida.
19. Assignment of Development Rights by TOWN SQUARE AT SAINT JOHNS PHASE II LIMITED, a Florida limited partnership ("assignor") for the benefit of TCW PROPERTY MANAGEMENT, INC., a Florida corporation, as Trustee pursuant to that certain Trust Agreement effective June 3, 2002, as amended August 14, 2002 (assignee), dated September 6, 2002 and recorded September 11, 2002 in Official Records Book 1812, Page 257, of the Public Records of St. Johns County, Florida.
20. Assignment of Leases by and between TOWN SQUARE AT SAINT JOHNS PHASE II LIMITED, a Florida limited partnership ("assignor") for the benefit of TCW PROPERTY MANAGEMENT, INC., a Florida corporation, as Trustee pursuant to that certain Trust Agreement effective June 3, 2002 (assignee) dated August 30, 2002 and recorded September 11, 2002 in Official Records Book 1812, Page 265, of the Public Records of St. Johns County, Florida.
21. Mortgage, Security Agreement and Financing Statement by and between TCW PROPERTY MANAGEMENT, INC., a Florida corporation, as Trustee pursuant to that certain Trust Agreement effective June 3, 2002 and COMPASS BANK, dated September 6, 2002 and recorded September 11, 2002 in Official Records Book 1812, Page 269, and that certain Note, Mortgage and Assignment Modification Evidencing Future Advance and Restated Note dated January 14, 2003, recorded January 28, 2003, in Official Records Book 1887, Page 1700, of the Public Records of St. Johns County, Florida.
22. Subordination, Non-Disturbance and Attornment Agreement executed by Publix Super Markets, Inc., a Florida corporation and Compass Bank, dated September 6, 2002, and recorded September 11, 2002 in Official Records Book 1812, Page 291, of the Public Records of St. Johns County, Florida.
23. Conditional Assignment of Rents, Leases and Revenues between TCW PROPERTY MANAGEMENT, INC., a Florida corporation, as Trustee pursuant to that certain Trust Agreement effective June 3, 2002 in favor of Compass Bank, dated September 6, 2002 recorded September 11, 2002 in Official Records Book 1812, Page 301, of the Public Records of St. Johns County, Florida.
24. Notice limiting the amount of Future Advances between TCW PROPERTY MANAGEMENT, INC., a Florida corporation, as Trustee and COMPASS BANK, as recorded September 11, 2002 in Official Records Book 1812, Page 311, of the Public Records of St. Johns County, Florida.

25. Survey prepared by All American Surveyors of Florida, Inc., Project No. 98-899-14, revised and certified 5-30-03:

- a) Encroachment of concrete curbing and sidewalk from Parcel "B" into WGV Boulevard;
- b) Encroachment of concrete curbing over the southern boundary line of the property;
- c) Encroachment of concrete curbing over the northwestern boundary line of Parcel "B" of the insured property; and
- d) Encroachment of curbing on southern most boundary line of the insured property and to adjacent outparcels.

Exhibit "B" to Resolution

RESOLUTION NO. 2000-63

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES FOR ACCESS, INSTALLATION AND MAINTENANCE OF WATER AND SEWER LINES FOR ST. AUGUSTINE CENTRE, DRI/PUD PHASE I AND TOWN CENTER WEST OFFICE BUILDING AND TOWN SQUARE AT ST. JOHNS.

WHEREAS, St. Johns County has agreed to provide water and sewer service within the St. Augustine Centre, DRI/PUD Phase I and Town Center West Office Building and Town Square at St Johns pursuant to the terms of the Easements for Utilities; and

WHEREAS, St. Augustine Associates, Inc. a Florida corporation, as Trustee under Land Trust Agreement for St. Augustine Centre Land Trust, and Town Center West Office Building and Town Square at St. Johns Phase II Limited, a Florida limited partnership, have executed and presented to the County, Easements for Utilities, for the purposes mentioned above, attached hereto as Exhibit "A" and Exhibit "B", incorporated herein by reference and made a part hereof; and

WHEREAS, Bills of Sale conveying all the personal property associated with St. Augustine Centre, DRI/PUD Phase I and Town Center West Office Building and Town Square at St. Johns have also been executed and is hereto attached as Exhibit "C" and Exhibit "D"; and

WHEREAS, acceptance of these easements better serves the health, safety and welfare of the citizens.

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

Section 1. The acceptance of the above described Easements for Utilities for access, installation and maintenance of water and sewer lines and the equipment thereon are hereby approved.

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

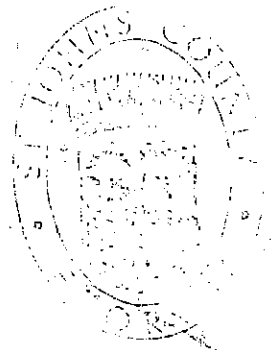
PASSED AND ADOPTED, this 9th day of May, 2000.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk



PACETTI APPRAISAL SERVICES

Real Estate Appraisers and Consultants

Ronald N. Pacetti, MAI
State Certified General Appraiser
License No. RZ 0000677

June 16, 2003

Mr. William A. Joyner
President
TCW Property Management, Inc.
Suite 101
901 S. Federal Highway
Fort Lauderdale, Florida 33316-1213

Property Desc.: Proposed 6,875± square foot access easement that will cross along the back side of the proposed 20,000 square retail center to be constructed adjacent to the Publix Grocery Store.

Property Location: Located on the west side of World Golf Village Blvd., approximately 700 feet north of International Golf Parkway, St. Johns County, Florida.

Dear Mr. Joyner:

As requested, I have made an investigation and analysis of the above referenced property. The purpose of the investigation and analysis was to provide my opinion of the Market Value of the proposed access easement, as of June 12, 2003. It should be pointed out that this is a Complete Restricted Use Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2© of the Uniform Standards of Professional Appraisal Practice for a Restricted Use Appraisal Report. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

The Subject Property consists of an irregular shaped access easement that contains 6,875± square feet (according to a survey). The easement in question runs along the northwest corner of a 7.1 acre site currently improved with a 28,000 square foot Publix Grocery Store. TCW Property Management, Inc. is giving St. Johns County Utility Department a non-exclusive, permanent easement for access purposes along the 6,875 square foot site. The easement will reportedly be used by the county to read the water meters for the proposed 20,000 square foot retail center.

Therefore, subject to the assumptions and limiting conditions and to the definition of Market Value, as defined in this report, it is my opinion that the Market Value of the Fee Simple Interest in the access easement onto and across the site described herein, as of June 12, 2003, is:

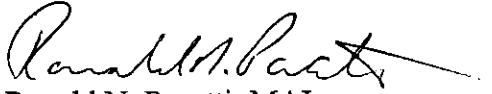
FOUR THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS
(\$4,125)

Mr. Joyner
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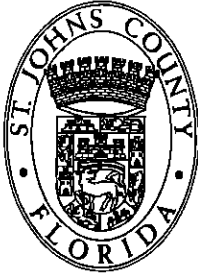
Thank you for the opportunity to be of service to you in this matter.

Respectfully submitted,

PACETTI APPRAISAL SERVICES

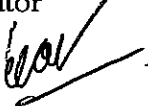


Ronald N. Pacetti, MAI
State-Certified General Real
Estate Appraiser No. RZ 0000677
File # 2003-84



ST. JOHNS COUNTY
UTILITY DEPARTMENT
2175 Mizell Road
P.O. Drawer 3006
St. Augustine, Florida 32085-3006

I N T E R O F F I C E M E M O R A N D U M

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Herbert A. Van Der Mark 
Construction Manager of Utilities
SUBJECT: "Easement for Water Service" Town Center West at St. Johns Phase 2, Parcel B-
Easement for Ingress and Egress and Easement "1".
DATE: October 6, 2003

Please find attached the above referenced easement. This easement is primarily for ingress and egress to read and maintain the water meters that are located at the rear of the concrete block building. All other water and sewer utility infrastructure is not owned or maintained by the St. Johns County Utility Department.

Also included is the "Complete Restricted Use Appraisal" for the access easement.

Please submit the above referenced documents to the Board of County Commissioners for their final approval and acceptance.