

RESOLUTION NO. 2004- 120

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AND A PERMANENT ACCESS/MAINTENANCE EASEMENT FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA TO INSTALL A WATER LINE FOR DOMESTIC/FIRE PROTECTION WATER SERVICE TO THE ST. AUGUSTINE AMPHITHEATER AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID EASEMENTS.

RECITALS

WHEREAS, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereafter "TIITF") has an application process to secure the Easements that require a Resolution be adopted by the Board of County Commissioners before they will execute the Easement documents and allow the installation of the water line to proceed; and

WHEREAS, Upon adoption of this Resolution and after all requirements of the application process have been met, TIITF will execute a Temporary Construction Easement to install a water line for domestic/fire protection water service and execute a permanent Access and Maintenance Easement for water service to the St. Augustine Amphitheater, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, St. Johns County Utility Department has requested the Easements in order to proceed with the St. Augustine Amphitheater project, as stated in a letter attached hereto as Exhibit "C", 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 Temporary Construction Easement and the Access and Maintenance Easement are hereby accepted by the Board of County Commissioners.

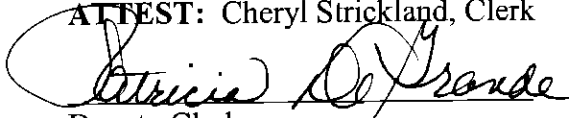
Section 3. The County Administrator is hereby authorized to execute said Temporary Construction Easement and Access and Maintenance Easement.

PASSED AND ADOPTED this 8th day of June, 2004.

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

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk



OAE1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number _____

THIS INDENTURE, made and entered into this _____ day of _____ 2004, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida under Lease Number 4248; and

WHEREAS, GRANTEE desires a Temporary Construction easement across the hereinafter described real property for installation of a water line for domestic/fire protection water service; and

WHEREAS, the managing agency has agreed to the proposed use of this land under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in St. Johns County, Florida, to-wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. TERM: The term of this easement shall be for a period of one hundred twenty days commencing on _____ and ending on _____ with no option for renewal, unless sooner terminated pursuant to the provisions of this easement.

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the construction and maintenance of the water line and water meter box upon and across the property described in Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR, retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or

petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. LIABILITY: To the extent permitted by law, each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.

11. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be

invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. TIME: Time is expressly declared to be of the essence of this easement.

15. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated.

This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

21. SPECIAL CONDITIONS: The following special conditions shall apply to this easement:

IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)
GLORIA C. NELSON, OPERATIONS AND MANAGEMENT CONSULTANT
MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, acting as an agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

ST. JOHNS COUNTY THROUGH
ITS BOARD OF COUNTY COMMISSIONERS

By: _____

Ben W. Adams, Jr.
Print/Type Name

Title: County Administrator

Witness

Print/Type Name

Witness

Print/Type Name

OFFICIAL SEAL

ATTEST: _____
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of St. Johns
County

"GRANTEE"

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____ and _____, as County Administrator and Deputy Clerk respectively, on behalf of the Board of County Commissioners of St. Johns County, Florida. They are personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

Parcel One:

For a point of reference, commence at the point of intersection of the south line of Section 21, Township 7 South, Range 30 East and the easterly right-of-way line of State Road A1A; thence north 11 degrees 35 minutes 35 seconds west along said easterly right-of-way line 135.00 feet to the point of beginning.

Thence continue north 11 degrees 35 minutes 35 seconds west, a distance of 80.00 feet; thence north 78 degrees 24 minutes 25 seconds east, departing said easterly right-of-way line of State Road A1A, a distance of 150.00 feet; thence south 11 degrees 35 minutes 35 seconds east, a distance of 80.00 feet; thence south 78 degrees 24 minutes 25 seconds west, a distance of 150.00 feet to the point of beginning.

Containing 12,000 square feet, 0.27 acres more or less.

Parcel Two:

For a point of reference, commence at the point of intersection of the northerly right-of-way line of Crassoldi Street, a 66 foot wide right-of-way as now established, with the westerly right-of-way line of State Road A1A, a 100 foot wide right-of-way as now established, thence north 88 degrees 54 minutes 13 seconds west, along said northerly right-of-way line of Crassoldi Street, a distance of 105.00 feet to the point of beginning; thence continue north 88 degrees 54 minutes 13 seconds west along said northerly right-of-way line, a distance of 40.00 feet; thence north 04 degrees 02 minutes 01 seconds east, departing said northerly right-of-way line a distance of 60.00 feet; thence north 78 degrees 14 minutes 21 seconds east, a distance of 125.00 feet to said westerly right-of-way line of State Road A1A; thence south 11 degrees 46 minutes 55 seconds east, along said westerly right-of-way line, a distance of 50.00 feet; thence south 77 degrees 11 minutes 39 seconds west, departing said westerly right-of-way line, a distance of 100.00 feet; thence south 02 degrees 40 minutes 22 seconds east, a distance of 15.00 feet to the northerly right-of-way line of Crassoldi Street and the point of beginning.

Containing 7,184 square feet or 0.16 acres, more or less

Exhibit "B" to Resolution

OAE1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number _____

THIS INDENTURE, made and entered into this _____ day of _____
20___, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section
253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and St. Johns
County, Florida, a political subdivision of the State of Florida, whose
address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter referred
to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real
property, which is managed by the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida under Lease Number 4248; and

WHEREAS, GRANTEE desires an easement across the hereinafter described
real property for access and maintenance; and

WHEREAS, the managing agency has agreed to the proposed use of this land
under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and
agreements hereinafter contained, has granted, and by these presents does
grant, a non-exclusive easement unto GRANTEE over and across the following
described real property in St. Johns County, Florida, to-wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations
herein shall be exercised by the Division of State Lands, Department of
Environmental Protection.

2. TERM: The term of this easement shall be for a period of fifty years commencing on _____ and ending on _____ with no option for renewal, unless sooner terminated pursuant to the provisions of this easement.

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the construction and maintenance of the water line and water meter box upon and across the property described in Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR, retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or

petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. LIABILITY: To the extent permitted by law, each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.

11. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be

invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. TIME: Time is expressly declared to be of the essence of this easement.

15. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated.

This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

21. SPECIAL CONDITIONS: The following special conditions shall apply to this easement:

IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)
GLORIA C. NELSON, OPERATIONS AND MANAGEMENT CONSULTANT
MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, acting as an agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

ST. JOHNS COUNTY THROUGH
ITS BOARD OF COUNTY COMMISSIONERS

By: _____

Ben W. Adams, Jr.

Print/Type Name

Title: County Administrator

Witness

Print/Type Name

Witness

Print/Type Name

OFFICIAL SEAL

ATTEST: _____
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of St. Johns
County

"GRANTEE"

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of
____ 2004, by Ben W. Adams, Jr. and _____, as
County Administrator and Deputy Clerk respectively, on behalf of the Board of
County Commissioners of St. Johns County, Florida. They are personally known
to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

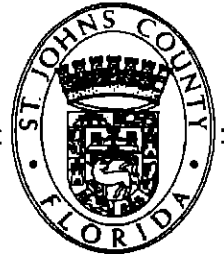
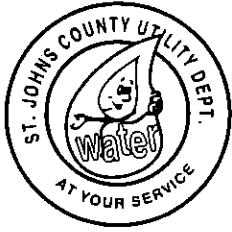
For a Point of Reference, Commence at the point of intersection of the South line of Section 21, Township 7 South, Range 30 East and the easterly right-of-way line of State Road A1A, thence north 11 degrees 35 minutes 35 seconds west along said easterly right-of-way line 135.00 feet to the point of beginning.

Thence continue north 11 degrees 35 minutes 35 seconds west, a distance of 30.00 feet; thence north 78 degrees 24 minutes 25 seconds east, departing said easterly right-of-way line of State Road A1A, a distance of 100.00 feet; thence south 11 degrees 35 minutes 35 seconds east, a distance of 30.00 feet; thence south 78 degrees 24 minutes 25 seconds west, a distance of 100.00 feet to the point of beginning.

Containing 3,000 square feet, 0.07 acres more or less.

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006
St. Augustine, Florida 32085-3006
Phone: (904) 471-2161 • Toll Free: 1-877-837-2311
Administrative Fax: (904) 461-7619
Billing Dept. Fax: (904) 461-3995

March 4, 2004

SJC Real Estate Division
Attn: Mary Ann Blount
4020 Lewis Speedway
St. Augustine, FL 32084

RE: St. Augustine Amphitheater, Water Service Easements

Dear Ms. Blount:

We will be providing a domestic/fire protection water service to the St. Augustine Amphitheater site. Normally our ownership and maintenance responsibilities for a service terminate at the water meter box, which is located within the public right of way. In this case, we cannot open cut a trench across the roadway, therefore we must utilize subsurface directional drilling technology. Furthermore, due to an existing storm pipe under the easterly curb line of SR-A1A, our exit point for this directionally drilled pipe will be located approximately 75 feet inside the State Park property. This will also be the location of the new meter box.

We will need to secure a perpetual access and maintenance easement for the new water service up to the meter box location.

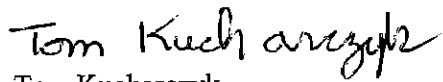
We have also been informed by the Florida Park Service that temporary construction easements must be obtained prior to the start of our intended installation. The easement on the west side of SR-A1A will be for the drilling equipment setup site, and the east side easement for the drilling mud equipment and lay down area for the fusing of pipe sections prior to the pull back operation.

I have prepared a plan showing our proposed perpetual easement and temporary easement locations. For simplicity, tie distances have been made to property corners or right of way intersection points and the proposed easement lines are all perpendicular to the right of way lines. I hope that this information will be sufficient to prepare descriptions for the necessary easements.

The Park Service has informed us that the contact person for securing these easements is Gemech Debbo at the Office of Park Planning, Tallahassee, Florida, telephone number: 850-245-3051.

Please do not hesitate to call if you have any questions or require additional information. Your help in this matter will be greatly appreciated.

Sincerely,



Tom Kucharczyk
Project Manager of Utilities
St. Johns County

Attachment

cc: Paul E. Crawford, Anastasia State Park Manager
Susan Harrison, SJC
Rick Gentile, Trafford Corp.



St. Augustine Amphitheater

Easement Area



**2002 CIR AERIAL
IMAGERY MAP**



Map Prepared: 5/28/2004

*Depicts General Project Boundary

**St. Augustine
Amphitheater
Utility Easements**

File: BCC June 8, 2004



St. Johns County
Public Works Dept.
Real Estate