

RESOLUTION NO. 2004- 249

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES FOR WATER AND SEWER SERVICE TO ANASTASIA DUNES UNIT TWO AND UNIT THREE SUBDIVISION.

RECITALS

WHEREAS, JNM Makarios Development Venture, Ltd., has executed and presented to the County two Easements for Utilities, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, for water and sewer service to Anastasia Dunes Unit One and Unit Two Subdivision; and

WHEREAS, two Bills of Sale conveying all personal property associated with the water and sewer system has also been executed and is attached hereto as Exhibit "C" and Exhibit "D", incorporated by reference and made a part hereof; and

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

WHEREAS, it is in the best interest of the County to accept these Easements for the health, safety, and well being of the citizens in this area of the County.

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 Easements for Utilities attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

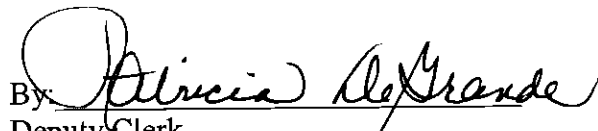
Section 3. The Clerk of the Circuit Court is instructed to record the original Easements for Utilities and file the Bills of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 22 day of September, 2004.

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

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 9-23-04



Exhibit "A" to Resolution

Prepared by and Return to:

James N. McGarvey, Jr.
432 Osecola Avenue
Jacksonville Beach, FL 32250

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EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 3rd day of October, 2002, by JNM MAKARIOS DEVELOPMENT VENTURE, LTD., with an address of 432 Osecola Avenue, Jacksonville Beach, Florida 32250, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey and right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances, including but not limited to, those set forth on Exhibit "B" attached hereto and to the following:

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate,

maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right to Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

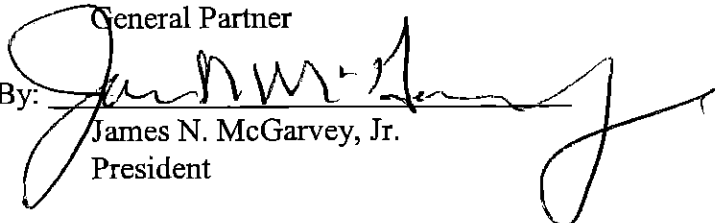
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

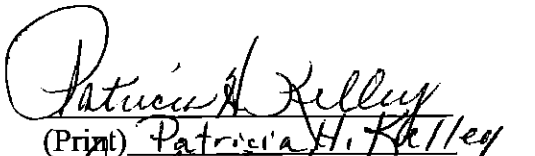
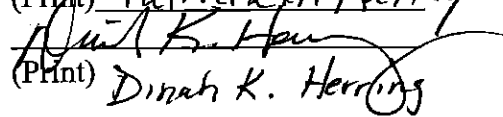
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and
Delivered in the
presence of:

JNM Makarios Development Venture, Ltd.; a
Florida limited partnership

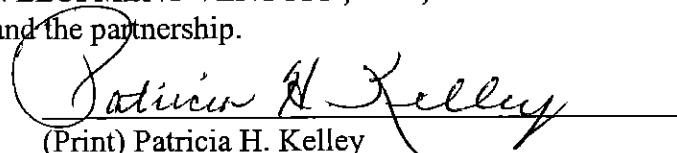
By: JNM Makarios, Inc.
General Partner

By: 
James N. McGarvey, Jr.
President


(Print) Patricia H. Kelley

(Print) Dinah K. Herring

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of October, 2002, by James N. McGarvey, Jr., as President of JNM Makarios, Inc., a Florida corporation, the general partner of JNM MAKARIOS DEVELOPMENT VENTURE, LTD, a Florida limited partnership, on behalf of the corporation and the partnership.


(Print) Patricia H. Kelley
NOTARY PUBLIC
State of Florida at Large



Patricia H. Kelley
MY COMMISSION # DD101492 EXPIRES
May 21, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT A to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives, all areas designated "utility easement areas", all within the plat of Anastasia Dunes Unit Two, recorded in Map Book 42, pages 14 through 18, of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways within the areas designated "utility easement areas".

EXHIBIT B to Easement

1. MASTER DECLARATION OF AGREEMENTS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAKARIOS ON THE ISLAND recorded February 16, 2000 in Official Records Book 1474, page 1317; FIRST AMENDMENT thereto recorded November 27, 2000 in Official Records Book 1545, page 978 and SECOND AMENDMENT thereto recorded November 27, 2000 in Official Records Book 1545, page 983, of the public records of St. Johns County, Florida.
2. FINAL DEVELOPMENT ORDER recorded July 17, 2001 in Official Records Book 1627, page 1330, of the public records of St. Johns County, Florida.
3. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS FOR ANASTASIA DUNES recorded August 3, 2001 in Official Records Book 1635, page 23, of the public records of St. Johns County, Florida,
4. ADOPTION AND DEDICATION, GENERAL NOTES, EASEMENTS and other matters as set forth on the plat of ANASTASIA DUNES UNIT ONE, recorded in Map Book 40, pages 80 through 88, of the public records of St. Johns County, Florida.
5. ADOPTION AND DEDICATION, GENERAL NOTES, EASEMENTS and other matters as set forth on the plat of ANASTASIA DUNES UNIT TWO, recorded in Map Book 42, pages 14 through 18, of the public records of St. Johns County, Florida.

All of the Public Records of St. Johns County, Florida

CONSENT AND JOINDER

SouthTrust Bank, N.A., a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1474, page 1284, of the public records of St. Johns County, Florida encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and delivered in the presence of:

SOUTHTRUST BANK, N.A.

[Signature]
(Print) Dimah K. Herring
[Signature]
(Print) Patricia H. Kelley

By: [Signature]
(Print) Jamie Buckland
Its [Signature]
Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of October, 2002, by Jamie Buckland, as Service President of SouthTrust Bank, N.A., on behalf of the Association.

[Signature]
(Print) Patricia H. Kelley
NOTARY PUBLIC
State of Florida at Large
Commission # DD101492
My Commission Expires: 5-21-06
Personally known
or Produced I.D.


 Patricia H. Kelley
MY COMMISSION # DD101492 EXPIRES
May 21, 2006
BONDED THRU TROY FAIR INSURANCE, INC

Exhibit "B" to Resolution

Prepared by and Return to:

James N. McGarvey, Jr.
432 Osecola Avenue
Jacksonville Beach, FL 32250

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4 day of February 2004, by JNM MAKARIOS DEVELOPMENT VENTURE, LTD., with an address of 432 Osecola Avenue, Jacksonville Beach, Florida 32250, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey and right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances, including but not limited to, those set forth on Exhibit "B" attached hereto and to the following:

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate,

maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right to Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

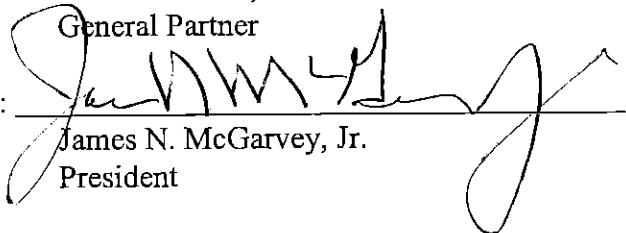
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

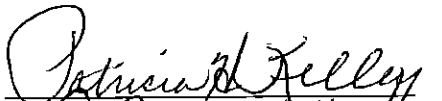
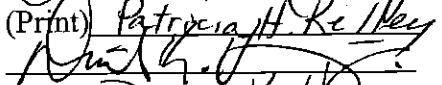
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and
Delivered in the
presence of:

JNM Makarios Development Venture, Ltd.; a
Florida limited partnership

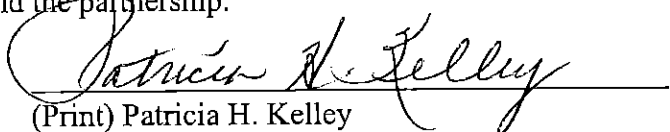
By: JNM Makarios, Inc.
General Partner

By: 
James N. McGarvey, Jr.
President


(Print) Patricia H. Kelley

(Print) Dinah B. Herring

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4 day of February, 2004, by James N. McGarvey, Jr., as President of JNM Makarios, Inc., a Florida corporation, the general partner of JNM MAKARIOS DEVELOPMENT VENTURE, LTD, a Florida limited partnership, on behalf of the corporation and the partnership.


(Print) Patricia H. Kelley
NOTARY PUBLIC
State of Florida at Large



Patricia H. Kelley
MY COMMISSION # DD101492 EXPIRES
May 21, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT A to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives, all areas designated "utility easement areas", all within the plat of Anastasia Dunes Unit Three, recorded in Map Book 46, pages 28 through 32, of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways within the areas designated "utility easement areas".

EXHIBIT B to Easement

1. MASTER DECLARATION OF AGREEMENTS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAKARIOS ON THE ISLAND recorded February 16, 2000 in Official Records Book 1474, page 1317; FIRST AMENDMENT thereto recorded November 27, 2000 in Official Records Book 1545, page 978 and SECOND AMENDMENT thereto recorded November 27, 2000 in Official Records Book 1545, page 983, of the public records of St. Johns County, Florida.
2. FINAL DEVELOPMENT ORDER recorded July 17, 2001 in Official Records Book 1627, page 1330, of the public records of St. Johns County, Florida.
3. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS FOR ANASTASIA DUNES recorded August 3, 2001 in Official Records Book 1635, page 23, of the public records of St. Johns County, Florida.
4. FIRST SUPPLEMENTARY DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS, recorded September 12, 2003 in Official Records Book 2044, page 1001, of the public records of St. Johns County.
5. ADOPTION AND DEDICATION, GENERAL NOTES, EASEMENTS and other matters as set forth on the plat of ANASTASIA DUNES UNIT ONE, recorded in Map Book 40, pages 80 through 88, of the public records of St. Johns County, Florida.
6. ADOPTION AND DEDICATION, GENERAL NOTES, EASEMENTS and other matters as set forth on the plat of ANASTASIA DUNES UNIT TWO, recorded in Map Book 42, pages 14 through 18, of the public records of St. Johns County, Florida.
7. ADOPTION AND DEDICATION, GENERAL NOTES, EASEMENTS and other matters as set forth on the plat of ANASTASIA DUNES UNIT THREE, recorded in Map Book 46, Pages 28 through 32 of the Public Records of St. Johns County, Florida ("Unit Three").

All of the Public Records of St. Johns County, Florida

Exhibit "C" to Resolution

BILL OF SALE

THAT JNM MAKARIOS DEVELOPMENT VENTURE, LTD., a Florida limited partnership conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable considerations to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered and by these presents does grant bargain, sell, transfer, set over and deliver unto the party of the second part, the extension to the Utility System (constructed by the party of the first part) and the complete water and/or wastewater system located on the real property described in Exhibit "A" attached hereto (being hereinafter collectively referred to as the Extension").

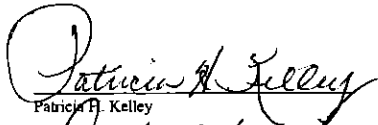
Party of the first part hereby warrants and represents that it has all the requisite right and authority to make this conveyance, and that the Extension is free from all liens and other encumbrances, and that contractors, subcontractors and materialmen furnishing labor or materials relative to the construction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

TO HAVE AND TO HOLD the same unto the party of the second party, its successors and assigns.

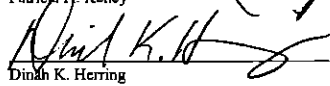
IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name the day and year first above written.

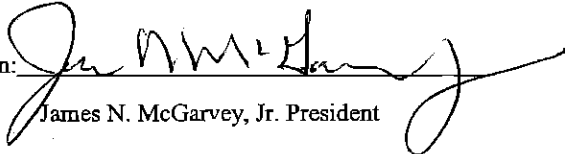
WITNESSES:

JNM MAKARIOS DEVELOPMENT VENTURE, LTD.
a Florida Limited Partnership


Patricia H. Kelley

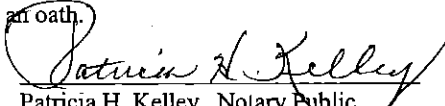
By: JNM MAKARIOS, INC.
General Partner


Dinda K. Herring

Sign: 
James N. McGarvey, Jr. President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of October, 2002, by JAMES N. McGARVEY, JR., President of JNM Makarios, Inc., a Florida corporation. He is personally known to me and did not take an oath.


Patricia H. Kelley, Notary Public
Commission No. DD101492



Patricia H. Kelley
MY COMMISSION # DD101492 EXPIRES
May 21, 2006
BONDED THROUGH TROY FAIR INSURANCE, INC.

ANASTASIA DUNES UNIT TWO**ST. AUGUSTINE BEACH, ST. JOHNS COUNTY, FLORIDA.**

Being a portion of Government Lots 4 and 5, Section 3, Township 8 South, Range 30 East, St. Augustine Beach, St. Johns County, Florida, and being a REPLAT of a portion of Anastasia Dunes Unit One, as recorded in Map Book 40, Pages 80, 81, 82, 83, 84, 85, 86, 87 and 88 of the Public Records of St. Johns County, Florida.

CAPTION

A portion of Government Lots 4 and 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, together with a portion of Anastasia Dunes Unit One, as recorded in Map Book 40, Pages 80, 81, 82, 83, 84, 85, 86, 87 and 88 of the Public Records of said County, being more particularly described as follows: BEGIN at the Northwest corner of Lot 42, as shown on said plat of Anastasia Dunes Unit One, said point being situate in the West line of said Government Lot 5, Section 3; thence North $00^{\circ}50'08''$ East, along last said line and along the Easterly boundary line of Magnolia Dunes, as recorded in Map Book 31, Pages 83, 84, 85, 86 and 87 of said Public Records, a distance of 957.47 feet to the Northwest corner of said Government Lot 5, the same being the Southwest corner of said Government Lot 4; thence North $00^{\circ}49'02''$ East, along the West line of said Government Lot 4 and along the Easterly boundary line of Atlantic Oaks, as recorded in Map Book 14, Page 39 of said Public Records, a distance of 518.84 feet; thence South $89^{\circ}56'58''$ East, 252.19 feet; thence South $84^{\circ}44'52''$ East, 54.50 feet; thence South $88^{\circ}12'13''$ East, 237.26 feet to a point situate in the Easterly boundary line of said Anastasia Dunes Unit One; thence Southerly and Westerly along last said line, run the following courses and distances: Course No. 1: South $02^{\circ}03'13''$ West, 206.62 feet; Course No. 2: South $85^{\circ}37'45''$ West, 117.07 feet; Course No. 3: South $00^{\circ}57'23''$ East, 138.45 feet; Course No. 4: South $15^{\circ}21'20''$ West, 50.32 feet; Course No. 5: South $00^{\circ}57'23''$ East, 128.48 feet; Course No. 6: thence Westerly along the arc of a curve concave Northerly, having a radius of 418.00 feet, through a central angle of $02^{\circ}23'26''$, an arc distance of 17.45 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $82^{\circ}31'48''$ West, 17.45 feet; Course No. 7: thence Westerly along and around the arc of a curve concave Southerly, having a radius of 64.00 feet, through a central angle of $57^{\circ}08'33''$, an arc distance of 63.83 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $70^{\circ}05'40''$ West, 61.22 feet; thence South $03^{\circ}12'28''$ West, and departing said Westerly boundary line, a distance of 59.80 feet; thence South $26^{\circ}16'05''$ East, 83.42 feet to a point on said Westerly boundary line of Anastasia Dunes Unit One, said boundary line being a curve concave Southwesterly, having a radius of 753.00 feet; thence Southerly along the arc of said curve and along last said line, through a central angle of $03^{\circ}02'12''$, an arc distance of 39.91 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $30^{\circ}28'27''$ East, 39.80 feet; thence North $90^{\circ}00'00''$ East, and continuing along last said line, 142.06 feet; thence South $00^{\circ}00'00''$ West, and continuing along last said line and its Southerly prolongation thereof, a distance of 595.89 feet; thence South $38^{\circ}15'18''$ West, 78.56 feet to the most Easterly corner of Lot 40, of said Anastasia Dunes Unit One; thence South $30^{\circ}19'24''$ West, along the Southerly line of said Lot 40, a distance of 128.00 feet to a point lying on the Northerly right of way line of Ocean Forest Drive (a 50 foot private right of way as presently established), said right of way line being a curve concave Northeasterly and having a radius of 200.00 feet; thence Northwesterly along the arc of said curved Northerly right of way line, through a central angle of $17^{\circ}47'12''$, an arc distance of 62.09 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $50^{\circ}47'01''$ West, 61.84 feet; thence South $48^{\circ}06'59''$ West, 50.00 feet to a point situate on the Southerly right of way line of said Ocean Forest Drive, said right of way line being a curve concave Northeasterly, having a radius of 250.00 feet; thence Southeasterly along the arc of said curved Southerly right of way line, through a central angle of $09^{\circ}17'23''$, an arc distance of 23.08 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South $44^{\circ}32'01''$ East, 23.07 feet; thence Southerly along the arc of a curve concave Westerly, having a radius of 25.00 feet and along the Northwesterly right of way line of Island Way (a 50 foot private right of way as presently established), through a central angle of $93^{\circ}20'13''$, an arc distance of 40.73 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $00^{\circ}30'36''$ East, 36.37 feet; thence Southwesterly along the arc of a curve concave Northwesterly and having a radius of 83.00 feet and continuing along last said line, through a central angle of $20^{\circ}47'23''$, an arc distance of 34.47 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $56^{\circ}33'12''$ West, 34.28 feet; thence South $66^{\circ}58'54''$ West, continuing along last said line, 44.67 feet to the point of curvature of a curve concave Northerly, having a radius of 25.00 feet; thence Westerly along the arc of said curved Northwesterly right of way line, through a central angle of $64^{\circ}20'15''$, an arc distance of 28.07 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $80^{\circ}52'59''$ West, 26.62 feet; thence Westerly along the arc of a curve concave Southerly, having a radius of 30.00 feet, and continuing along last said line, through a central angle of $39^{\circ}39'08''$, an arc distance of 34.06 feet to the Southwest corner of Lot 41 of said Anastasia Dunes Unit One, said arc being subtended by a chord bearing and distance of North $68^{\circ}32'28''$ West, 33.82 feet; thence North $47^{\circ}16'28''$ West, along the Southwesterly line of said Lot 41, a distance of 82.02 feet; thence North $24^{\circ}05'13''$ West, and continuing along last said line, 57.89 feet to a point lying on said Westerly boundary line of Anastasia Dunes Unit One, said boundary line being a curve concave Northerly, having a radius of 30.00 feet; thence Westerly along the arc of said curve and along last said line, through a central angle of $27^{\circ}44'38''$, an arc distance of 14.53 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $77^{\circ}15'42''$ West, 14.38 feet; thence North $88^{\circ}51'59''$ West, along last said line, 144.05 feet to the POINT OF BEGINNING.

Containing 16.83 acres, more or less.

BILL OF SALE

THAT JNM MAKARIOS DEVELOPMENT VENTURE, LTD., a Florida limited partnership conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable considerations to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered and by these presents does grant bargain, sell, transfer, set over and deliver unto the party of the second part, the extension to the Utility System (constructed by the party of the first part) and the complete water and/or wastewater system located on the real property described in Exhibit "A" attached hereto (being hereinafter collectively referred to as the Extension").

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

TO HAVE AND TO HOLD the same unto the party of the second party, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name the day and year first above written.

WITNESSES:

JNM MAKARIOS DEVELOPMENT VENTURE, LTD.
a Florida Limited Partnership

Patricia H. Kelley
Patricia H. Kelley
Dinah K. Herring
Dinah K. Herring

By: JNM MAKARIOS, INC.
General Partner

Sign: *James N. McGarvey, Jr.*
James N. McGarvey, Jr. President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4 day of February, 2004, by JAMES N. MCGARVEY, JR., President of JNM Makarios, Inc., a Florida corporation. He is personally known to me and did not take an oath.

Patricia H. Kelley
Patricia H. Kelley, Notary Public
Commission No. DD101492



Patricia H. Kelley
MY COMMISSION # DD101492 EXPIRES
May 21, 2006
BONDED THROUGH FAIR INSURANCE, INC.

EXHIBIT A to Bill of Sale

ANASTASIA DUNES UNIT THREE

ST. AUGUSTINE BEACH, ST. JOHNS COUNTY, FLORIDA.

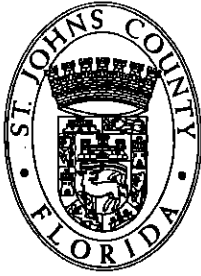
Being a portion of Government Lot 4, Section 3, Township 8 South, Range 30 East, St. Augustine Beach, St. Johns County, Florida.

CAPTION

A portion of Government Lot 4, Section 3, Township 8 South, Range 30 East, St. Augustine Beach, St. Johns County, Florida, being more particularly described as follows: BEGIN at the Northeast corner of Tract "E" as shown on the plat of Anastasia Dunes Unit One, as recorded in Map Book 40, Pages 80, 81, 82, 83, 84, 85, 86, 87 and 88 of the Public Records of said County; thence along the Northerly boundary line of said last mentioned plat, run the following seven (7) courses and distances: Course No. 1: North 88°45'30" West, 492.96 feet; Course No. 2: South 76°52'57" West, 50.00 feet; Course No. 3: thence Southerly along the arc of a curve concave Westerly, having a radius of 200.00 feet, a distance of 51.85 feet, said arc being subtended by a chord bearing and distance of South 05°41'27" East, 51.70 feet to a point of reverse curvature; Course No. 4: thence Southerly along the arc of a curve concave Easterly, having a radius of 200.00 feet, a distance of 39.32 feet, said arc being subtended by a chord bearing and distance of South 03°53'46" East, 39.25 feet to a point on said curve; Course No. 5: South 80°28'20" West, 128.00 feet; Course No. 6: thence Southerly along the arc of a curve concave Easterly, having a radius of 328.00 feet, a distance of 125.02 feet, said arc being subtended by a chord bearing and distance of South 20°26'51" East, 124.27 feet to a point on said curve; Course No. 7: South 02°03'13" West, 247.61 feet to the Northeast corner of Tract B-2, as shown on the plat of Anastasia Dunes Unit Two, as recorded in Map Book 42, Pages 14, 15, 16, 17 and 18 of said Public Records; thence Westerly along the Northerly boundary line of said last mentioned plat, run the following three (3) courses and distances: Course No. 1: North 88°12'13" West, 237.26 feet; Course No. 2: North 64°44'52" West, 54.50 feet; Course No. 3: North 89°56'58" West, 252.19 feet to the Northwest corner of Tract A-2, as shown on said plat of Anastasia Dunes Unit Two, said point lying on the West line of said Government Lot 4, said line also being the Easterly boundary line of Atlantic Oaks as recorded in Map Book 14, Page 39 of said Public Records; thence North 00°49'02" East, along last said line, 800.72 feet to the Northwest corner of said Government Lot 4, said point lying on the Southerly boundary line of Coquina Gables Subdivision No. 1, as recorded in Map Book 3, Page 30 of said Public Records; thence South 88°45'30" East, along last said line and along the North line of said Government Lot 4, a distance of 1,167.41 feet; thence South 02°30'51" West, 330.21 feet to the POINT OF BEGINNING.


Containing 14.894 acres, more or less.

RECEIVED AUG 30 2004



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: Anastasia Dunes Unit Two and Three, Easement for Utilities and Bill of Sale.
DATE: August 27, 2004

Please be informed that the Water and Sewer Infrastructure for the above referenced development has been completed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards and Specifications.

The attached document, "Easement For Utilities" has been reviewed and approved by the St. Johns County Utility Department.

The Florida Department of Environmental Protection - Certification of Construction Completion forms have been filed with the F.D.E.P. and the acceptance letters for placing the systems in service have been received for both water and sewer.