

RESOLUTION NO. 2004- 28

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A UTILITY AND RESTORATION EASEMENT FOR WATER SERVICE TO COBBLESTONE VILLAGE AT ST. AUGUSTINE AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM.**

**RECITALS**

**WHEREAS**, Cobblestone Village at St. Augustine, LLC, a Florida limited liability company, has executed and presented to the County a Utility and Restoration Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water service to Cobblestone Village at St. Augustine; and

**WHEREAS**, Cobblestone Village at St. Augustine, LLC has also executed and presented the Bill of Sale conveying all personal property associated with the water and system and is attached hereto as Exhibit "B", 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 Utility and Restoration Easement attached and incorporated hereto, is hereby accepted.

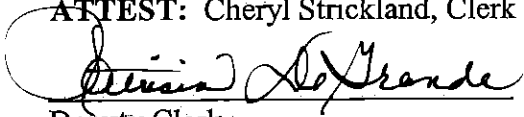
Section 3. The Clerk of the Circuit Court is instructed to record the original Utility and Restoration Easement and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3 day of February, 2004.

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

By:   
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

  
Deputy Clerk

RENDITION DATE 2-4-04

This Instrument Prepared By:  
John D. Bailey, Jr.  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 6-00-466

**UTILITY AND RESTORATION EASEMENT**

**THIS EASEMENT** is executed and delivered this 28<sup>th</sup> day of February, 2003, by **COBBLESTONE VILLAGE AT ST. AUGUSTINE, LLC**, a Florida limited liability company whose address is CBL Center, Suite 500, 2030 Hamilton Place Boulevard, Chattanooga, Tennessee 37421-6000 ("Grantor") and **ST. JOHNS COUNTY**, a Political Subdivision of the State of Florida, whose post office address is c/o Clerk of the Court, Post Office Drawer 349, St. Augustine, Florida 32085 ("Grantee").

**WITNESSETH:**

**THAT** for and in consideration of the sum of Ten Dollars and No/100's (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain and sell to Grantee, its successors, legal representatives and assigns forever, a non-exclusive easement to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water distribution system (the "Underground Utility Lines and Facilities") on and under real property located in St. Johns County, Florida, and more particularly described on Exhibit "A" attached hereto (the "Easement Property"), together with the right of ingress and egress over the Easement Property for purposes of installing and maintaining the Underground Utility Lines and Facilities.

All Water Lines and 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 Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

**THE EASEMENT** herein granted is subject to the covenants, restrictions, easements, liens and encumbrances of record, including without limitation those set forth on Exhibit "B" attached hereto.

**GRANTOR** reserves the right and privilege:

(i) to use and occupy and to grant to others the right to use and occupy the surface and air space over the Easement Area for the purpose which is consistent with the rights herein granted to Grantee;

(ii) to use and occupy and to grant to others the right to use and occupy the 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;

(iii) to use and occupy and to grant to others the right to use and occupy the Easement Property for all purposes which will not interfere with the non-exclusive easement granted herein and further reserves the right to grant easements to other parties on, over and under the Easement Property. Provided, any additional utilities to be installed within the Easement Property shall be installed in accordance with applicable state regulations; and

(iv) to relocate the easement granted herein at any time, to a location acceptable to Grantee provided, Grantor pays all cost of relocating the Underground Utility Lines and Facilities located within the Easement Property. At Grantor's request, and upon relocation of the Underground Utility Lines and Facilities at Grantor's expense, Grantee and Grantor shall execute and an instrument in recordable form relocating the easement granted herein to the new location designated by and in the title of Grantor.

**GRANTEE**, by its acceptance of this easement, hereby agrees:

(i) at its expense, to maintain the Underground Utility Lines and Facilities installed within the Easement Property. 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;

(ii) to indemnify and hold Grantor, its successors and assigns, to the extent allowed by Florida law, harmless from and against any and all liability, loss or damage, excluding attorneys' fees, occasioned by any negligent act or omission of Grantee, its agents and employees, arising out of or related to Grantee's use of the Easement Property and/or the construction, installation, operation and maintenance of Underground Utility Lines and Facilities located therein; and

(iii) after any installation, construction, repair, replacement or removal of any Underground Utility Lines and Facilities, to 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.

This easement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors and assigns.

[Remainder of page intentionally left blank]

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

COBBLESTONE VILLAGE  
AT ST. AUGUSTINE, LLC

By: CBL & Associates Limited Partnership,  
its sole member and chief manager

By: CBL Holdings I, Inc., its sole general partner

Robert S. Elliott  
Witness: Robert S. Elliott  
(type or print name)

By: Ronald S. Gimple  
Print Name: Ronald S. Gimple  
Title: Sr. Vice President

Yvette L. King  
Witness: YVETTE L. KING  
(type or print name)

Date: 2/28/03

STATE OF Tennessee  
COUNTY OF Hamilton

THE FOREGOING instrument was acknowledged before me this 28<sup>th</sup> day of February, 2003, by Ronald S. Gimple, as Sr. Vice President of CBL Holdings I, Inc., as sole general partner of CBL Associates Limited Partnership, the sole member of Cobblestone Village at St. Augustine, LLC, a Florida Limited Liability Company, of St. Johns County, Florida, on behalf of the LLC, who () is personally known to me or () has produced \_\_\_\_\_ as identification.

Darlene Cranfield  
Signature of Notary  
Darlene Cranfield  
(Name of Notary typed or printed)  
Commission number: \_\_\_\_\_  
Commission expires: MY COMMISSION EXPIRES MAY 8, 2006

ATTEST:

CHERYL STRICKLAND  
Clerk of the Court

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

**THE FOREGOING** instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by \_\_\_\_\_, as \_\_\_\_\_ of St. Johns County, a Political Subdivision of the State of Florida, on behalf of the corporation, who ( ) is personally known to me or ( ) has produced Florida driver's license number \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary  
\_\_\_\_\_  
(Name of Notary typed or printed)  
Commission number: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

EXHIBIT "A" to Easement

(Easement Property)

WATERLINE EASEMENT: A PORTION OF SECTION 25, TOWNSHIP 7, SOUTH, RANGE 29, EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 89°39'22" WEST, ALONG THE NORTHERLY LINE OF SAID SOUTHEAST 1/4, 1877.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILWAY (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 02°58'28" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 200.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°26'21" EAST, 301.33 FEET; THENCE NORTH 82°08'04" EAST, 401.58 FEET; THENCE NORTH 89°15'39" EAST, 100.00 FEET; THENCE NORTH 85°26'48" EAST, 150.33 FEET; THENCE NORTH 89°15'39" EAST, 163.69 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, BEING CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 1,849.86 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 83°11'46" EAST, 485.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 2,385.18 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 86°58'25" WEST, 71.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 1,829.86 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 84°34'59" WEST, 433.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°18'26" WEST, 142.40 FEET; THENCE SOUTH 85°26'48" WEST, 150.32 FEET; THENCE SOUTH 89°21'03" WEST, 98.18 FEET; THENCE SOUTH 82°08'21" WEST, 402.73 FEET; THENCE SOUTH 85°26'21" WEST, 281.42 FEET; THENCE SOUTH 03°21'52" EAST, 260.12 FEET; THENCE NORTH 86°26'44" EAST, 368.75 FEET; THENCE SOUTH 03°33'16" EAST, 10.00 FEET; THENCE SOUTH 86°26'44" WEST, 368.79 FEET; THENCE SOUTH 03°21'52" EAST, 25.03 FEET; THENCE NORTH 86°37'46" EAST, 25.03 FEET; THENCE SOUTH 03°22'14" EAST, 20.00 FEET; THENCE SOUTH 86°37'46" WEST, 25.03 FEET; THENCE SOUTH 03°21'52" EAST, 140.00 FEET; THENCE NORTH 86°37'46" EAST, 80.17 FEET; THENCE SOUTH 03°38'19" EAST, 14.26 FEET; THENCE SOUTH 86°37'46" WEST, 80.24 FEET; THENCE SOUTH 03°21'52" EAST, 18.77 FEET; THENCE SOUTH 14°50'06" EAST, 36.30 FEET; THENCE SOUTH 43°35'19" EAST, 134.47 FEET; THENCE SOUTH 44°24'17" EAST, 163.74 FEET; THENCE NORTH 46°04'34" EAST, 12.04 FEET; THENCE NORTH 43°29'27" WEST, 94.68 FEET; THENCE NORTH 45°51'35" EAST, 33.22 FEET; THENCE SOUTH 43°29'56" EAST, 118.74 FEET; THENCE NORTH 86°42'12" EAST, 103.24 FEET; THENCE SOUTH 03°02'43" EAST, 18.18 FEET; THENCE SOUTH 86°57'17" WEST, 97.01 FEET; THENCE SOUTH 66°17'36" WEST, 40.45

FEET; THENCE SOUTH 44°24'17" EAST, 9.33 FEET; THENCE SOUTH 31°12'04" WEST, 46.78 FEET; THENCE SOUTH 04°58'27" WEST, 32.88 FEET; THENCE SOUTH 26°52'18" EAST, 48.09 FEET; THENCE SOUTH 66°05'22" EAST, 43.26 FEET; THENCE NORTH 87°26'28" EAST, 111.47 FEET; THENCE NORTH 03°16'47" WEST, 25.27 FEET; THENCE NORTH 86°34'29" EAST, 10.00 FEET; THENCE SOUTH 03°16'47" EAST, 25.42 FEET; THENCE NORTH 87°26'28" EAST, 81.99 FEET; THENCE NORTH 82°42'18" EAST, 87.68 FEET; THENCE NORTH 03°15'02" WEST, 40.74 FEET; THENCE NORTH 86°34'29" EAST, 10.00 FEET; THENCE SOUTH 03°15'02" EAST, 40.06 FEET; THENCE NORTH 82°42'18" EAST, 78.25 FEET; THENCE NORTH 65°38'07" EAST, 41.70 FEET; THENCE NORTH 45°57'36" EAST, 53.85 FEET; THENCE NORTH 85°31'50" EAST, 5.29 FEET; THENCE NORTH 10°11'44" WEST, 33.90 FEET; THENCE SOUTH 87°35'37" WEST, 18.27 FEET; THENCE NORTH 02°24'23" WEST, 25.76 FEET; THENCE NORTH 86°35'59" EAST, 24.22 FEET; THENCE NORTH 03°25'31" WEST, 45.00 FEET; THENCE NORTH 86°34'29" EAST, 65.00 FEET; THENCE SOUTH 03°25'31" EAST, 40.00 FEET; THENCE NORTH 86°34'29" EAST, 58.75 FEET; THENCE SOUTH 02°57'48" EAST, 25.88 FEET; THENCE SOUTH 87°02'12" WEST, 47.12 FEET; THENCE SOUTH 01°09'52" EAST, 41.99 FEET; THENCE SOUTH 57°38'03" EAST, 47.55 FEET; THENCE SOUTH 71°31'19" EAST, 28.31 FEET; THENCE NORTH 86°54'55" EAST, 92.76 FEET; THENCE NORTH 04°22'57" WEST, 18.89 FEET; THENCE NORTH 72°19'33" WEST, 11.75 FEET; THENCE NORTH 04°14'37" WEST, 16.23 FEET; THENCE NORTH 86°34'29" EAST, 29.14 FEET; THENCE NORTH 03°25'31" WEST, 17.37 FEET; THENCE NORTH 86°34'29" EAST, 12.56 FEET; THENCE SOUTH 04°22'57" EAST, 56.91 FEET; THENCE NORTH 86°54'55" EAST, 69.35 FEET; THENCE NORTH 63°58'18" EAST, 57.01 FEET; THENCE NORTH 53°05'02" WEST, 29.95 FEET; THENCE SOUTH 89°51'19" WEST, 49.10 FEET; THENCE NORTH 04°14'37" WEST, 13.20 FEET; THENCE NORTH 86°34'29" EAST, 10.00 FEET; THENCE SOUTH 04°14'37" EAST, 3.75 FEET; THENCE NORTH 89°51'19" EAST, 43.14 FEET; THENCE SOUTH 53°05'02" EAST, 33.00 FEET; THENCE NORTH 28°25'46" EAST, 125.25 FEET; THENCE NORTH 50°46'47" WEST, 118.40 FEET; THENCE NORTH 03°23'50" WEST, 10.66 FEET; THENCE SOUTH 55°12'23" EAST, 70.00 FEET; THENCE SOUTH 50°46'47" EAST, 15.22 FEET; THENCE NORTH 34°10'32" EAST, 27.48 FEET; THENCE NORTH 55°49'28" WEST, 14.88 FEET; THENCE NORTH 34°47'37" EAST, 25.02 FEET; THENCE SOUTH 55°49'28" EAST, 24.61 FEET; THENCE SOUTH 34°10'32" WEST, 56.64 FEET; THENCE SOUTH 50°46'47" EAST, 29.61 FEET; THENCE NORTH 32°22'41" EAST, 73.46 FEET; THENCE NORTH 27°40'58" EAST, 62.18 FEET; THENCE NORTH 56°53'18" WEST, 22.07 FEET; THENCE SOUTH 34°10'32" WEST, 41.38 FEET; THENCE NORTH 55°49'28" WEST, 22.33 FEET; THENCE NORTH 34°47'37" EAST, 34.68 FEET; THENCE NORTH 55°12'23" WEST, 20.00 FEET; THENCE NORTH 34°47'37" EAST, 60.00 FEET; THENCE SOUTH 55°12'23" EAST, 30.00 FEET; THENCE NORTH 34°47'37" EAST, 51.45 FEET; THENCE SOUTH 55°49'28" EAST, 26.33 FEET; THENCE SOUTH 33°09'08" WEST, 21.47 FEET; THENCE SOUTH 56°08'31" WEST, 42.66 FEET; THENCE SOUTH 34°10'32" WEST, 33.60 FEET; THENCE SOUTH 56°53'18" EAST, 35.53 FEET; THENCE NORTH 89°42'54" EAST, 40.53 FEET; THENCE NORTH 00°19'08" EAST, 142.15 FEET; THENCE NORTH 34°47'37" EAST, 1.53 FEET; THENCE NORTH 55°12'23" WEST, 12.47 FEET; THENCE SOUTH 89°41'07" EAST,

190.15 FEET; THENCE SOUTH 00°18'53" WEST, 23.36 FEET; THENCE NORTH 89°40'52" WEST, 169.78 FEET; THENCE SOUTH 00°19'08" WEST, 127.01 FEET; THENCE NORTH 89°42'54" EAST, 189.99 FEET; THENCE NORTH 00°10'44" WEST, 42.37 FEET; THENCE SOUTH 89°41'07" EAST, 17.00 FEET; THENCE SOUTH 00°10'44" EAST, 42.19 FEET; THENCE NORTH 89°42'54" EAST, 211.73 FEET; THENCE NORTH 00°05'27" EAST, 125.97 FEET; THENCE SOUTH 89°41'07" EAST, 10.00 FEET; THENCE SOUTH 00°05'27" WEST, 125.87 FEET; THENCE NORTH 89°42'54" EAST, 15.17 FEET; THENCE NORTH 00°10'44" WEST, 125.71 FEET; THENCE SOUTH 89°41'07" EAST, 14.00 FEET; THENCE SOUTH 00°10'44" EAST, 125.57 FEET; THENCE NORTH 89°42'54" EAST, 45.87 FEET; THENCE NORTH 00°19'08" EAST, 225.04 FEET; THENCE CONTINUE NORTH 00°19'08" EAST ALONG LAST SAID LINE, 80.76 FEET; THENCE SOUTH 88°56'07" EAST, 20.00 FEET; THENCE SOUTH 00°19'08" WEST, 80.50 FEET; THENCE CONTINUE SOUTH 00°19'08" WEST ALONG LAST SAID LINE, 224.83 FEET; THENCE NORTH 89°42'54" EAST, 36.22 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, BEING CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 114.70 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 50°09'12" EAST, 63.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°59'08" EAST, 19.78 FEET; THENCE SOUTH 09°07'22" WEST, 20.00 FEET; THENCE NORTH 80°59'08" WEST, 19.87 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, BEING CONCAVE TO THE WEST, AND HAVING A RADIUS OF 102.00 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 10°54'26" EAST, 52.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80°57'46" WEST, 20.10 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 82.00 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 33°44'59" WEST, 97.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°07'49" WEST, 6.55 FEET; THENCE SOUTH 89°47'19" WEST, 602.05 FEET; THENCE SOUTH 00°36'45" EAST, 8.49 FEET; THENCE SOUTH 27°40'58" WEST, 41.82 FEET; THENCE SOUTH 32°22'41" WEST, 91.29 FEET; THENCE SOUTH 28°23'38" WEST, 128.38 FEET; THENCE SOUTH 52°58'14" WEST, 41.08 FEET; THENCE SOUTH 75°29'50" WEST, 34.38 FEET; THENCE SOUTH 86°54'55" WEST, 199.07 FEET; THENCE NORTH 71°31'19" WEST, 34.56 FEET; THENCE NORTH 57°38'03" WEST, 50.22 FEET; THENCE SOUTH 85°31'50" WEST, 63.05 FEET; THENCE SOUTH 45°57'36" WEST, 50.12 FEET; THENCE SOUTH 65°38'07" WEST, 48.17 FEET; THENCE SOUTH 82°42'18" WEST, 179.79 FEET; THENCE SOUTH 87°26'28" WEST, 208.99 FEET; THENCE NORTH 66°05'22" WEST, 55.09 FEET; THENCE NORTH 26°52'18" WEST, 60.92 FEET; THENCE NORTH 04°58'27" EAST, 43.24 FEET; THENCE NORTH 31°12'04" EAST, 35.92 FEET; THENCE NORTH 44°24'17" WEST, 185.12 FEET; THENCE NORTH 43°35'19" WEST, 139.74 FEET; THENCE NORTH 14°50'06" WEST, 44.79 FEET; THENCE NORTH 03°22'11" WEST, 508.44 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 3.20 ACRES, MORE OR LESS.

**EXHIBIT "B"** to Easement

**("Permitted Exceptions")**

1. Taxes for the year 2003 and subsequent years.
2. Covenants, conditions, restrictions and easements of record, if any.
3. Easements or claims of easements not shown by the public records.
4. Applicable zoning and other governmental regulations.
5. Any state of facts which an accurate survey might show.

**BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS**, that COBBLESTONE VILLAGE AT ST. AUGUSTINE, LLC, a Florida Limited Liability Company, of St. Johns County, Florida, First Party, for and in consideration of the sum of Ten Dollars and No/100's (\$10.00) and other good and valuable considerations, to it paid by ST. JOHNS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, of St. Johns County, Florida, Second Party, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said Second Party, the following goods and chattels:

**THE UNDERGROUND WATER DISTRIBUTION SYSTEM, INCLUDING ALL MAINS, LINES, AND ASSOCIATED APPURTENANCES WITH THE POTABLE WATER SYSTEM LOCATED WITHIN THE WATER MAIN EASEMENT DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, FURTHER DESCRIBED IN THE ATTACHED LETTER FROM EMJ CORPORATION TO BOB ELLIOTT DATED FEBRUARY 11, 2003 (THE "PERSONAL PROPERTY").**

**THE PERSONAL PROPERTY IS TRANSFERRED IN ITS "AS IS" CONDITION.**

**TO HAVE AND TO HOLD** the same unto the said Second Party, its executors, administrators and assigns forever.

And it does covenant to and with Second Party that it is the lawful owner of the Personal Property, that said Personal Property is being transferred free and clear of all encumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the sale of said Personal Property hereby made, unto the said Second Party, against the lawful claims and demands of all persons whomsoever.

[Remainder of page intentionally left blank]

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

COBBLESTONE VILLAGE  
AT ST. AUGUSTINE, LLC

By: CBL & Associates Limited Partnership, its sole member and chief manager

By: CBL Holdings I, Inc., its sole general partner

Robert S. Elliott  
Witness: Robert S. Elliott  
(type or print name)

By: [Signature]  
Print Name: Ronald S. Gimple  
Title: Sr. Vice President

[Signature]  
Witness: WETTER, DWG  
(type or print name)

Date: 2/28/03

STATE OF Tennessee  
COUNTY OF Hamilton

THE FOREGOING instrument was acknowledged before me this 28<sup>th</sup> day of February, 2003, by Ronald S. Gimple, as Sr. Vice President of CBL Holdings I, Inc., as sole general partner of CBL Associates Limited Partnership, the sole member of Cobblestone Village at St. Augustine, LLC, a Florida Limited Liability Company, of St. Johns County, Florida, on behalf of the LLC, who () is personally known to me or () has produced \_\_\_\_\_ as identification.

Darlene Cranfield  
Signature of Notary  
Darlene Cranfield  
(Name of Notary typed or printed)

Commission number: \_\_\_\_\_  
Commission expires: MY COMMISSION EXPIRES MAY 8, 2006

**EXHIBIT "A"** to Bill of Sale

**(Easement Property)**

WATERLINE EASEMENT: A PORTION OF SECTION 25, TOWNSHIP 7, SOUTH, RANGE 29, EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 89°39'22" WEST, ALONG THE NORTHERLY LINE OF SAID SOUTHEAST 1/4, 1877.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILWAY (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 02°58'28" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 200.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°26'21" EAST, 301.33 FEET; THENCE NORTH 82°08'04" EAST, 401.58 FEET; THENCE NORTH 89°15'39" EAST, 100.00 FEET; THENCE NORTH 85°26'48" EAST, 150.33 FEET; THENCE NORTH 89°15'39" EAST, 163.69 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, BEING CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 1,849.86 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 83°11'46" EAST, 485.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 2,385.18 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 86°58'25" WEST, 71.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 1,829.86 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 84°34'59" WEST, 433.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°18'26" WEST, 142.40 FEET; THENCE SOUTH 85°26'48" WEST, 150.32 FEET; THENCE SOUTH 89°21'03" WEST, 98.18 FEET; THENCE SOUTH 82°08'21" WEST, 402.73 FEET; THENCE SOUTH 85°26'21" WEST, 281.42 FEET; THENCE SOUTH 03°21'52" EAST, 260.12 FEET; THENCE NORTH 86°26'44" EAST, 368.75 FEET; THENCE SOUTH 03°33'16" EAST, 10.00 FEET; THENCE SOUTH 86°26'44" WEST, 368.79 FEET; THENCE SOUTH 03°21'52" EAST, 25.03 FEET; THENCE NORTH 86°37'46" EAST, 25.03 FEET; THENCE SOUTH 03°22'14" EAST, 20.00 FEET; THENCE SOUTH 86°37'46" WEST, 25.03 FEET; THENCE SOUTH 03°21'52" EAST, 140.00 FEET; THENCE NORTH 86°37'46" EAST, 80.17 FEET; THENCE SOUTH 03°38'19" EAST, 14.26 FEET; THENCE SOUTH 86°37'46" WEST, 80.24 FEET; THENCE SOUTH 03°21'52" EAST, 18.77 FEET; THENCE SOUTH 14°50'06" EAST, 36.30 FEET;

THENCE SOUTH 43°35'19" EAST, 134.47 FEET; THENCE SOUTH 44°24'17" EAST, 163.74 FEET; THENCE NORTH 46°04'34" EAST, 12.04 FEET; THENCE NORTH 43°29'27" WEST, 94.68 FEET; THENCE NORTH 45°51'35" EAST, 33.22 FEET; THENCE SOUTH 43°29'56" EAST, 118.74 FEET; THENCE NORTH 86°42'12" EAST, 103.24 FEET; THENCE SOUTH 03°02'43" EAST, 18.18 FEET; THENCE SOUTH 86°57'17" WEST, 97.01 FEET; THENCE SOUTH 66°17'36" WEST, 40.45 FEET; THENCE SOUTH 44°24'17" EAST, 9.33 FEET; THENCE SOUTH 31°12'04" WEST, 46.78 FEET; THENCE SOUTH 04°58'27" WEST, 32.88 FEET; THENCE SOUTH 26°52'18" EAST, 48.09 FEET; THENCE SOUTH 66°05'22" EAST, 43.26 FEET; THENCE NORTH 87°26'28" EAST, 111.47 FEET; THENCE NORTH 03°16'47" WEST, 25.27 FEET; THENCE NORTH 86°34'29" EAST, 10.00 FEET; THENCE SOUTH 03°16'47" EAST, 25.42 FEET; THENCE NORTH 87°26'28" EAST, 81.99 FEET; THENCE NORTH 82°42'18" EAST, 87.68 FEET; THENCE NORTH 03°15'02" WEST, 40.74 FEET; THENCE NORTH 86°34'29" EAST, 10.00 FEET; THENCE SOUTH 03°15'02" EAST, 40.06 FEET; THENCE NORTH 82°42'18" EAST, 78.25 FEET; THENCE NORTH 65°38'07" EAST, 41.70 FEET; THENCE NORTH 45°57'36" EAST, 53.85 FEET; THENCE NORTH 85°31'50" EAST, 5.29 FEET; THENCE NORTH 10°11'44" WEST, 33.90 FEET; THENCE SOUTH 87°35'37" WEST, 18.27 FEET; THENCE NORTH 02°24'23" WEST, 25.76 FEET; THENCE NORTH 86°35'59" EAST, 24.22 FEET; THENCE NORTH 03°25'31" WEST, 45.00 FEET; THENCE NORTH 86°34'29" EAST, 65.00 FEET; THENCE SOUTH 03°25'31" EAST, 40.00 FEET; THENCE NORTH 86°34'29" EAST, 58.75 FEET; THENCE SOUTH 02°57'48" EAST, 25.88 FEET; THENCE SOUTH 87°02'12" WEST, 47.12 FEET; THENCE SOUTH 01°09'52" EAST, 41.99 FEET; THENCE SOUTH 57°38'03" EAST, 47.55 FEET; THENCE SOUTH 71°31'19" EAST, 28.31 FEET; THENCE NORTH 86°54'55" EAST, 92.76 FEET; THENCE NORTH 04°22'57" WEST, 18.89 FEET; THENCE NORTH 72°19'33" WEST, 11.75 FEET; THENCE NORTH 04°14'37" WEST, 16.23 FEET; THENCE NORTH 86°34'29" EAST, 29.14 FEET; THENCE NORTH 03°25'31" WEST, 17.37 FEET; THENCE NORTH 86°34'29" EAST, 12.56 FEET; THENCE SOUTH 04°22'57" EAST, 56.91 FEET; THENCE NORTH 86°54'55" EAST, 69.35 FEET; THENCE NORTH 63°58'18" EAST, 57.01 FEET; THENCE NORTH 53°05'02" WEST, 29.95 FEET; THENCE SOUTH 89°51'19" WEST, 49.10 FEET; THENCE NORTH 04°14'37" WEST, 13.20 FEET; THENCE NORTH 86°34'29" EAST, 10.00 FEET; THENCE SOUTH 04°14'37" EAST, 3.75 FEET; THENCE NORTH 89°51'19" EAST, 43.14 FEET; THENCE SOUTH 53°05'02" EAST, 33.00 FEET; THENCE NORTH 28°25'46" EAST, 125.25 FEET; THENCE NORTH 50°46'47" WEST, 118.40 FEET; THENCE NORTH 03°23'50" WEST, 10.66 FEET; THENCE SOUTH 55°12'23" EAST, 70.00 FEET; THENCE SOUTH 50°46'47" EAST, 15.22 FEET; THENCE NORTH 34°10'32" EAST, 27.48 FEET; THENCE NORTH 55°49'28" WEST, 14.88 FEET; THENCE NORTH 34°47'37" EAST, 25.02 FEET; THENCE SOUTH 55°49'28" EAST,

24.61 FEET; THENCE SOUTH 34°10'32" WEST, 56.64 FEET; THENCE SOUTH 50°46'47" EAST, 29.61 FEET; THENCE NORTH 32°22'41" EAST, 73.46 FEET; THENCE NORTH 27°40'58" EAST, 62.18 FEET; THENCE NORTH 56°53'18" WEST, 22.07 FEET; THENCE SOUTH 34°10'32" WEST, 41.38 FEET; THENCE NORTH 55°49'28" WEST, 22.33 FEET; THENCE NORTH 34°47'37" EAST, 34.68 FEET; THENCE NORTH 55°12'23" WEST, 20.00 FEET; THENCE NORTH 34°47'37" EAST, 60.00 FEET; THENCE SOUTH 55°12'23" EAST, 30.00 FEET; THENCE NORTH 34°47'37" EAST, 51.45 FEET; THENCE SOUTH 55°49'28" EAST, 26.33 FEET; THENCE SOUTH 33°09'08" WEST, 21.47 FEET; THENCE SOUTH 56°08'31" WEST, 42.66 FEET; THENCE SOUTH 34°10'32" WEST, 33.60 FEET; THENCE SOUTH 56°53'18" EAST, 35.53 FEET; THENCE NORTH 89°42'54" EAST, 40.53 FEET; THENCE NORTH 00°19'08" EAST, 142.15 FEET; THENCE NORTH 34°47'37" EAST, 1.53 FEET; THENCE NORTH 55°12'23" WEST, 12.47 FEET; THENCE SOUTH 89°41'07" EAST, 190.15 FEET; THENCE SOUTH 00°18'53" WEST, 23.36 FEET; THENCE NORTH 89°40'52" WEST, 169.78 FEET; THENCE SOUTH 00°19'08" WEST, 127.01 FEET; THENCE NORTH 89°42'54" EAST, 189.99 FEET; THENCE NORTH 00°10'44" WEST, 42.37 FEET; THENCE SOUTH 89°41'07" EAST, 17.00 FEET; THENCE SOUTH 00°10'44" EAST, 42.19 FEET; THENCE NORTH 89°42'54" EAST, 211.73 FEET; THENCE NORTH 00°05'27" EAST, 125.97 FEET; THENCE SOUTH 89°41'07" EAST, 10.00 FEET; THENCE SOUTH 00°05'27" WEST, 125.87 FEET; THENCE NORTH 89°42'54" EAST, 15.17 FEET; THENCE NORTH 00°10'44" WEST, 125.71 FEET; THENCE SOUTH 89°41'07" EAST, 14.00 FEET; THENCE SOUTH 00°10'44" EAST, 125.57 FEET; THENCE NORTH 89°42'54" EAST, 45.87 FEET; THENCE NORTH 00°19'08" EAST, 225.04 FEET; THENCE CONTINUE NORTH 00°19'08" EAST ALONG LAST SAID LINE, 80.76 FEET; THENCE SOUTH 88°56'07" EAST, 20.00 FEET; THENCE SOUTH 00°19'08" WEST, 80.50 FEET; THENCE CONTINUE SOUTH 00°19'08" WEST ALONG LAST SAID LINE, 224.83 FEET; THENCE NORTH 89°42'54" EAST, 36.22 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, BEING CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 114.70 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 50°09'12" EAST, 63.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°59'08" EAST, 19.78 FEET; THENCE SOUTH 09°07'22" WEST, 20.00 FEET; THENCE NORTH 80°59'08" WEST, 19.87 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, BEING CONCAVE TO THE WEST, AND HAVING A RADIUS OF 102.00 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 10°54'26" EAST, 52.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80°57'46" WEST, 20.10 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE TO

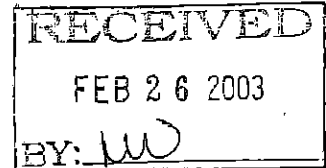
THE SOUTHWEST, AND HAVING A RADIUS OF 82.00 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 33°44'59" WEST, 97.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°07'49" WEST, 6.55 FEET; THENCE SOUTH 89°47'19" WEST, 602.05 FEET; THENCE SOUTH 00°36'45" EAST, 8.49 FEET; THENCE SOUTH 27°40'58" WEST, 41.82 FEET; THENCE SOUTH 32°22'41" WEST, 91.29 FEET; THENCE SOUTH 28°23'38" WEST, 128.38 FEET; THENCE SOUTH 52°58'14" WEST, 41.08 FEET; THENCE SOUTH 75°29'50" WEST, 34.38 FEET; THENCE SOUTH 86°54'55" WEST, 199.07 FEET; THENCE NORTH 71°31'19" WEST, 34.56 FEET; THENCE NORTH 57°38'03" WEST, 50.22 FEET; THENCE SOUTH 85°31'50" WEST, 63.05 FEET; THENCE SOUTH 45°57'36" WEST, 50.12 FEET; THENCE SOUTH 65°38'07" WEST, 48.17 FEET; THENCE SOUTH 82°42'18" WEST, 179.79 FEET; THENCE SOUTH 87°26'28" WEST, 208.99 FEET; THENCE NORTH 66°05'22" WEST, 55.09 FEET; THENCE NORTH 26°52'18" WEST, 60.92 FEET; THENCE NORTH 04°58'27" EAST, 43.24 FEET; THENCE NORTH 31°12'04" EAST, 35.92 FEET; THENCE NORTH 44°24'17" WEST, 185.12 FEET; THENCE NORTH 43°35'19" WEST, 139.74 FEET; THENCE NORTH 14°50'06" WEST, 44.79 FEET; THENCE NORTH 03°22'11" WEST, 508.44 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 3.20 ACRES, MORE OR LESS.

E M J CORPORATION

Corporate Office

2030 HAMILTON PLACE BOULEVARD  
SUITE 200  
CHATTANOOGA, TENNESSEE 37421  
TELEPHONE: (423) 855-1550  
FACSIMILE: (423) 855-6857



Boston Office:  
WATERMILL CENTER - SUITE 395  
800 SOUTH STREET  
WALTHAM, MASSACHUSETTS 02453  
TELEPHONE: (781) 891-0101  
FACSIMILE: (781) 891-5559

Dallas Office:  
1303 WALNUT HILL LANE  
SUITE 130  
IRVING, TEXAS 75038  
TELEPHONE: (972) 580-1210  
FACSIMILE: (972) 580-8202

February 24, 2003

Bob Elliott  
CBL Associates, Inc.  
2030 Hamilton Place Boulevard  
Suite 500  
Chattanooga, TN 37421

Re: Cobblestone Village  
St. Augustine, FL  
2150-01-1

Dear Bob:

This shall serve as a final accounting of the cost of the utility work to be dedicated to St. John's County at the Cobblestone Village project in St. Augustine, FL.

This total cost of the dedicated utilities is \$411,999 (including EMJ OH&P). The breakdown is as follows:

Water Main Extension from Old Moultrie Road to Dobbs Road	\$184,032
Domestic and Fire Main Distribution Network	<u>227,967</u>
	\$411,999

The pricing for this work has been provided by the site utility contractor, Ray's Plumbing Contractors, currently contracted for all of the water system work on site. Ray's Plumbing was the low bidder at bid time and has since revised their cost to incorporate additional revisions.

If you have any questions about the above information, please call me.

Sincerely,

Doug Martin  
Vice President

# PACETTI APPRAISAL SERVICES

Real Estate Appraisers and Consultants

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

February 24, 2003

Mr. Bob Elliot  
CBL & Associates Properties, Inc.  
2030 Hamilton Place Blvd. - Suite 500  
Chattanooga, Tennessee 37421

Property Desc. : Utility easement containing 3.20 acres.  
Property Location : Within the Cobblestone Village Shopping Center which is  
located in the southwest quadrant of S.R. 312 and Old  
Moultrie Road, St. Johns County, Florida.

Dear Mr. Elliot:

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 utility easement, as of February 21, 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 a 3.2+ acre utility easement that runs throughout the 45.4 acre Cobblestone Village Shopping Center Site. The 3.2 acre easement is being used for a force main and a water line.

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 utility easement onto and across the site described herein, as of February 21, 2003, is:

**THREE HUNDRED THIRTY-SIX THOUSAND DOLLARS**  
**(\$336,000)**

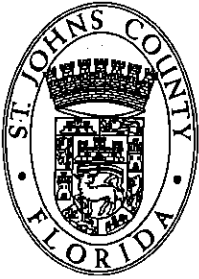
Thank you for the opportunity to be of service to you in this matter.

Respectfully submitted,

PACETTI APPRAISAL SERVICES



Ronald N. Pacetti, MAI  
State-Certified General Real  
Estate Appraiser No. RZ 0000677  
File # 2003-27

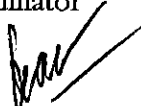


**ST. JOHNS COUNTY**  
UTILITY DEPARTMENT  
2175 Mizell Road  
P.O. Drawer 3006  
St. Augustine, Florida 32085-3006

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

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**TO:** Nanette Bradbury, Real Estate Coordinator  
**FROM:** Herbert A. Van Der Mark   
Construction Manager of Utilities  
**SUBJECT:** Cobblestone Village at St. Augustine, LLC, On-site Utility and Restoration Easement.  
**DATE:** December 19, 2003

Please find attached "On-site" Utility and restoration agreement for 3.20 acres more or less, Bill of Sale, Letter from CBL Associates, Inc., the total cost of the dedicated utilities, and a complete restricted use appraisal and map.

Please present these documents to the Board of County Commissioners for their final approval and acceptance.

Your support as always is greatly appreciated.