

RESOLUTION NO. 2005- 102

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A TERMINATION AND VACATION OF EASEMENT FOR CROSSWINDS AT PALENCIA, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO ST. JOHNS COUNTY.

RECITALS

WHEREAS, Marshall Creek, Ltd., a Florida limited partnership granted an Easement for Utilities, attached as Exhibit "A", incorporated by reference and made a part hereof, for water and sewer services to Marshall Creek Village Center Unit One; and

WHEREAS, the original Easement for Utilities was accepted by Resolution No. 2002-170 dated September 3, 2002 and is recorded in Official Records Book 1816 Page 124 of the public records of St. Johns County. The Easement is being terminated due to the fact that Crosswinds at Palencia, LLC, a Florida Limited Liability Company acquired a portion of the property from Marshall Creek, Ltd. and has requested that a portion of the original Easement for Utilities be terminated. The Termination and Vacation of Easement is attached hereto as Exhibit "B", 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 a memo attached hereto as Exhibit "C", incorporated by reference and made a part hereof.

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

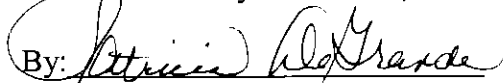
1. The above Recitals are incorporated by reference into the body of this Resolution and adopted as findings of fact.
2. The Board of County Commissioners hereby authorizes the County Administrator to execute the Termination and Vacation of Easement.
3. The Clerk of Court is instructed to record the Termination and Vacation of Easement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 20th day of April, 2005.

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

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 4-21-05



Public Records of
St. Johns County, FL
Clerk# 02-054513
O.R. 1816 PG 124
09:55AM 09/18/2002
REC \$33.00 SUR \$4.50

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2571

PREPARED BY
AND RETURN TO:

GARY B. DAVENPORT, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
200 WEST FORSYTH STREET, # 1400
JACKSONVILLE, FL 32202

EASEMENT FOR UTILITIES
(MARSHALL CREEK)
VILLAGE CENTER PHASE I

THIS EASEMENT executed and given this 6th day of June, 2002 by **MARSHALL CREEK, LTD.**, with an address of 7502-B US Highway 1 North, St. Augustine, Florida 32095, 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 any right to install other utilities such as cable television service lines.

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

Uta Ket - P. Seguardo
- Bill Co -
BCC Secty

(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 of 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 relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(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:

MARSHALL CREEK, LTD., a Florida limited partnership

By: HINES/MARSHALL CREEK, LTD., a Florida limited partnership, as its sole general partner

By: HINES MANAGEMENT, L.L.C., a Delaware limited liability company, as its sole general partner

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, as its sole general partner

By: Michael Harrison (WP)
Print: Michael Harrison
Its: Sr. Vice President
Address: _____

Geri Resster
Print: GERI RESSTER
Suzanne Ritter
Print: SUZANNE RITTER

COPY

EXHIBIT A**Easement Area**

SOUTH END DRIVE, SOUTH COMMON LANE, MIDWAY STREET, AND MARKET STREET, AS WELL AS TRACT C, ALL A PART OF THE PLAT OF MARSHALL CREEK DRI VILLAGE CENTER UNIT ONE RECORDED IN MAP BOOK 43, PAGES 74 -75 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH:

A PORTION OF SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A NORTHWEST CORNER OF SOUTH LOOP PARKWAY, ACCORDING TO MAP OF MARSHALL CREEK DRI UNIT A-ONE, AS RECORDED IN MAP BOOK 41, PAGES 98 THROUGH 103 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY: THENCE NORTH 40°23'29" EAST, ALONG THE NORTHWEST BOUNDARY OF SAID MARSHALL CREEK DRI UNIT A-ONE, 80.00 FEET; THENCE NORTH 49°36'31" WEST, 16.40 FEET TO A POINT OF TANGENCY; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 30°49'21" WEST, 135.25 FEET TO A POINT OF CURVATURE; THENCE NORTH 12°02'12" WEST, 277.03 FEET TO THE POINT OF BEGINNING.

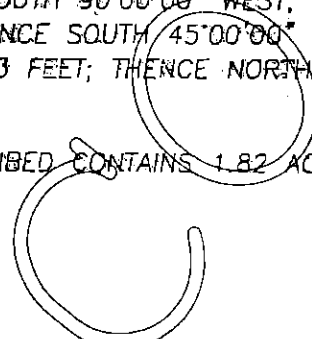
FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE CONTINUE NORTH 12°02'12" WEST, 23.84 FEET; THENCE NORTH 45°00'00" EAST, 686.03 FEET; THENCE NORTH 89°45'34" WEST, 626.70 FEET; THENCE NORTH 44°45'34" WEST, 31.49 FEET; THENCE NORTH 67°15'34" WEST, 38.60 FEET; THENCE NORTH 16°18'20" EAST, 20.13 FEET; THENCE SOUTH 67°15'34" EAST, 44.83 FEET; THENCE SOUTH 44°45'34" EAST, 27.18 FEET; THENCE SOUTH 89°45'34" EAST, 616.15 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 56.50 FEET, A CHORD BEARING AND DISTANCE OF NORTH 48°11'31" EAST, 92.92 FEET; THENCE NORTH 45°00'00" EAST, 26.04 FEET; THENCE NORTH 73°43'43" WEST, 39.26 FEET; THENCE NORTH 90°00'00" WEST, 799.43 FEET; THENCE NORTH 00°00'00" EAST, 20.00 FEET; THENCE SOUTH 90°00'00" EAST, 802.29 FEET; THENCE SOUTH 73°43'43" EAST, 53.09 FEET; THENCE NORTH 45°00'00" EAST, 17.34 FEET; THENCE SOUTH 45°00'00" EAST, 49.52 FEET; THENCE SOUTH 45°00'00" WEST, 61.52 FEET; THENCE SOUTH 54°51'32" WEST, 110.97 FEET; THENCE SOUTH 45°00'00" WEST, 699.71 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.24 ACRES, MORE OR LESS.

TEMPORARY ACCESS EASEMENT ACROSS A PORTION OF THE THERESA MARSHALL GRANT, SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE MOST NORTHERLY CORNER OF CENTRAL STREET ACCORDING TO PLAT OF MARSHALL CREEK DRI VILLAGE CENTER UNIT ONE, AS RECORDED IN MAP BOOK 43, PAGES 74 THROUGH 75 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 45°00'00" EAST, ALONG A NORTHEASTERLY RIGHT OF WAY LINE OF SAID CENTRAL STREET, 18.50 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE NORTH 45°00'00" EAST, 227.50 FEET; THENCE NORTH 90°00'00" EAST, 23.33 FEET; THENCE NORTH 45°00'00" EAST, 169.00 FEET; THENCE NORTH 00°00'00" WEST, 28.28 FEET; THENCE NORTH 45°00'00" WEST, 280.64 FEET TO A POINT OF CURVATURE; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 71°04'43" WEST, 21.98 FEET TO A POINT OF CURVATURE, THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 56.50 FEET, A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" EAST, 69.33 FEET TO A POINT OF CURVATURE, THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 18°55'17" EAST, 21.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°00'00" EAST, 315.28 FEET; THENCE NORTH 90°00'00" EAST, 55.86 FEET; THENCE SOUTH 45°00'00" EAST, 141.00 FEET; THENCE SOUTH 45°00'00" WEST, 163.92 FEET; THENCE SOUTH 45°00'00" EAST, 26.00 FEET; THENCE SOUTH 45°00'00" WEST, 189.58 FEET; THENCE NORTH 45°00'00" WEST, 70.00 FEET; THENCE NORTH 45°00'00" EAST, 172.36 FEET; THENCE NORTH 00°00'00" WEST, 32.53 FEET; THENCE NORTH 45°00'00" EAST, 87.92 FEET; THENCE NORTH 00°00'00" WEST, 28.59 FEET; THENCE NORTH 45°00'00" WEST, 35.12 FEET; THENCE SOUTH 90°00'00" WEST, 35.15 FEET; THENCE SOUTH 45°00'00" WEST, 77.01 FEET; THENCE SOUTH 45°00'00" EAST, 16.50 FEET; THENCE SOUTH 45°00'00" WEST, 370.63 FEET; THENCE NORTH 45°00'00" WEST, 83.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.82 ACRES, MORE OR LESS.



A PORTION OF SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A NORTHWEST CORNER OF SOUTH LOOP PARKWAY, ACCORDING TO MAP OF MARSHALL CREEK DRI UNIT A-ONE, AS RECORDED IN MAP BOOK 41, PAGES 98 THROUGH 103 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY: THENCE NORTH 49°36'31" WEST, 16.40 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 290.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 30°49'21" WEST, 186.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°02'12" WEST, 593.65 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 640.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 06°34'01" WEST, 122.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°05'51" WEST, 196.09 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 800.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 12°00'13" WEST, 302.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 22°54'36" WEST, 54.60 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 04°15'52" WEST, 274.95 FEET; THENCE SOUTH 75°37'07" EAST, 80.00 FEET; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 350.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 04°15'52" EAST, 223.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 22°54'36" EAST, 54.60 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 880.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12°00'13" EAST, 333.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°05'51" EAST, 196.09 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 560.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 06°34'01" EAST, 106.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°02'12" EAST, 593.65 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 30°49'21" EAST, 135.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 49°36'31" EAST, 16.40 FEET TO A NORTHWESTERLY LINE OF AFOREMENTIONED MARSHALL CREEK DRI UNIT A-ONE; THENCE SOUTH 40°23'29" WEST, ALONG SAID NORTHWESTERLY LINE, 80.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 3.15 ACRES, MORE OR LESS.

EXHIBIT B

Permitted Exceptions

1. Reciprocal Easement agreement recorded in Official Records Book 1431, Page 517.
2. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Book 1510, Page 824.
3. Post Closing Development Agreement recorded in Official Records Book 1431, Page 549.
4. UCC-Financing Statement recorded in Official Records Book 1634, Page 1378.
5. The status of taxes is as follows: All taxes for the year 2001 and prior years are paid.

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

COPY

Exhibit "B" to Resolution

Prepared by:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

TERMINATION AND VACATION OF EASEMENT

THIS TERMINATION AND VACATION OF EASEMENT made this _____ day of _____, 2005, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called party of the first part and **CROSSWINDS AT PALENCIA, LLC, a Florida limited liability company**, whose address is 600 Corporate Drive, Suite 102, Ft. Lauderdale, Florida 33334, hereinafter called party of the second part.

WHEREBY, the party of the first part does hereby cancel and vacate that certain easement described in Official Records Book 1816, Page 124, of the public records of St. Johns County, Florida, as to all the land situate, lying and being in St. Johns County, State of Florida and being more particularly described as follows:

PROPERTY AS DESCRIBED ON ATTACHED EXHIBIT "A", INCORPORATED BY REFERENCE AND MADE A PART HEREOF.

In consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged by the party of the first, the party of the first part St. Johns County, Florida, does hereby terminate and vacate that easement described above, effective this date. Nothing herein contained shall in anywise impair, alter or diminish the effect of the remaining part of such land in said easement or any rights of the party of the first thereof.

IN WITNESS WHEREOF, party of the first part has executed this Termination on the day and year first above written.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA

Print Name: _____

By: _____
Ben W. Adams, Jr.,
County Administrator

Print Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

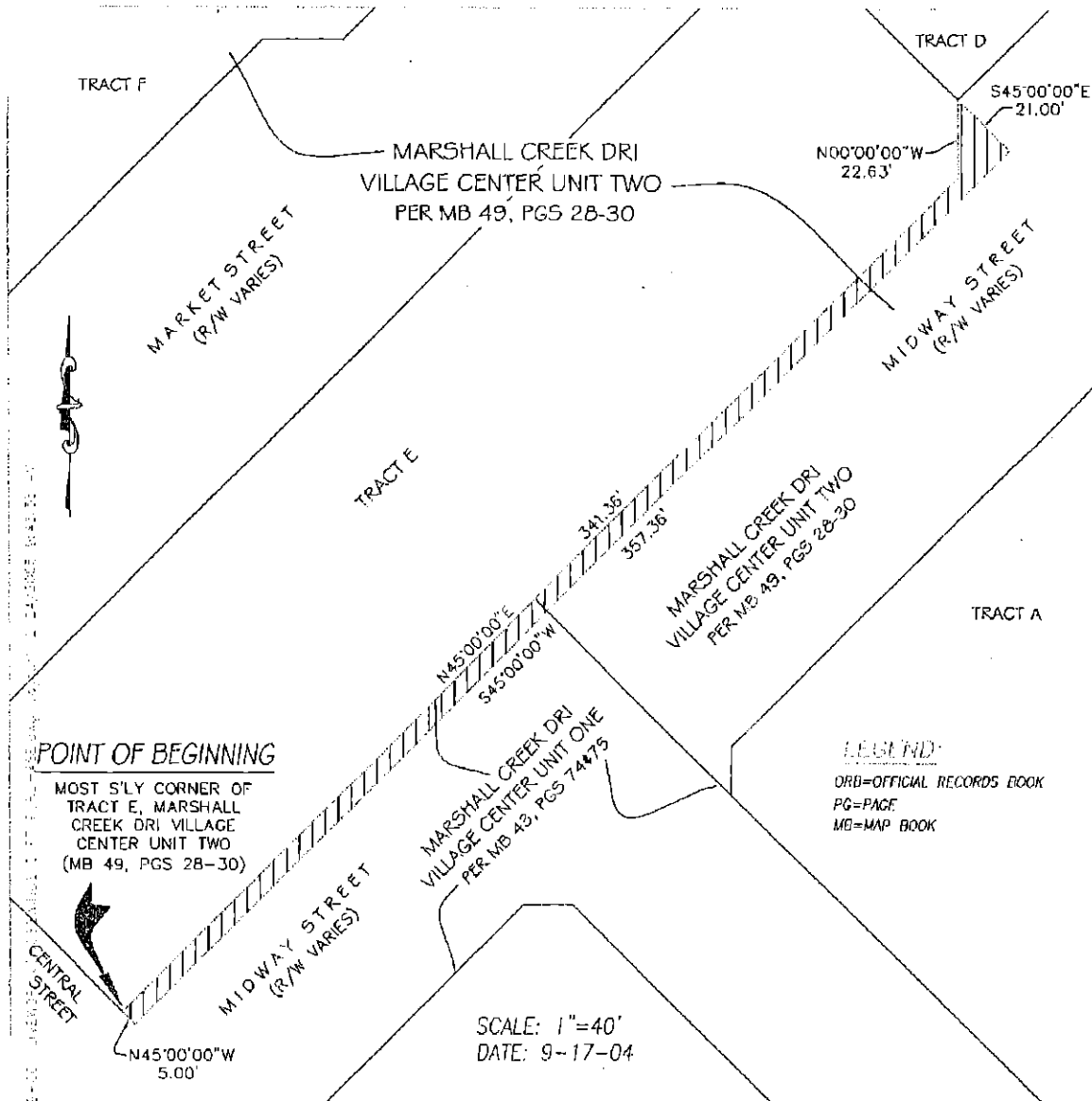
The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Ben W. Adams the County Administrator of St. Johns County, on behalf of the County. He is personally known to me.

Notary Public
My commission expires: _____

Exhibit "A" to Termination of Easement

A PORTION OF MIDWAY STREET, AS SHOWN ON PLAT OF MARSHALL CREEK DRI VILLAGE CENTER UNIT ONE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 43, PAGES 74 AND 75 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ON PLAT OF MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 49, PAGES 28 THROUGH 30 OF SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT E, SAID MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, THE SAME BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF AFOREMENTIONED MIDWAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE THE FOLLOWING (2) COURSES ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, THE SAME BEING THE SOUTHEASTERLY BOUNDARY OF SAID TRACT E: COURSE (1) - NORTH 45°00'00" EAST, 341.36 FEET; COURSE (2) - NORTH 00°00'00" WEST, 22.63 FEET; THENCE SOUTH 45°00'00" EAST, 21.00 FEET; THENCE SOUTH 45°00'00" WEST, 357.36 FEET; THENCE NORTH 45°00'00" WEST, 5.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.04 ACRES, MORE OR LESS.

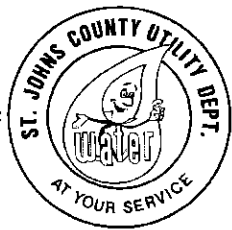


JOHN M. JAMES
REGISTERED SURVEYOR & MAPPER NO. 4774 FL.
CHARLES R. LEE
REGISTERED SURVEYOR & MAPPER NO. 5618 FL.

PRIVETT & ASSOC. OF FLORIDA, INC.
SURVEYORS, MAPPERS AND LAND PLANNERS
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 32211
(904) 743-7658 LB No.4622

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

INTEROFFICE MEMORANDUM

To: Nanette Bradbury, Real Estate Coordinator
From: Samuel T. Ramirez, Utility Development Manager
Subject: Palencia Live/Work Easement Vacation
Date: April 4, 2005

Please find the attached Easement Vacation for Utilities. This easement vacation moves the right of way line five feet north along Midway Street.

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance.

After acceptance by BCC, please provide the utility department with a copy of the executed resolution and a recorded copy of the Easement Vacation for the utilities for our files.

Your support and cooperation as always are greatly appreciated.