

RESOLUTION NO. 2007- 240

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO NLS WAREHOUSE LOCATED WITHIN DEERPARK INDUSTRIAL PARK OFF OF STATE ROAD 207.

RECITALS

WHEREAS, Graham & Company Southeast, LLC, a foreign limited liability company, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water service to NLS Warehouse located within Deepark Industrial Park off of State Road 207; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the document mentioned above, as stated in a memo attached hereto as Exhibit "B", 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 the area.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easement for Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

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

PASSED AND ADOPTED this 4th day of September, 2007.

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

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Sam Halter
Deputy Clerk

RENDITION DATE 9/6/07

Prepared by:
St. Johns County Real Estate Division
4020 Lewis Speedway
St. Augustine FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 2006/7.
By ^{*}Graham & Company Southeast ^{**} with an address of 1800 Pembroke Pines Dr. STE 300
hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32084, hereinafter called "Grantee."

*Champions, LLC, a foreign limited liability company, Wild Bucket, LLC, a foreign limited liability company, **WITNESSETH:** Fountain Partners, LLC, a foreign limited liability company, and FCDC Properties, LLC, a foreign limited liability company, Grantors

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, 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 utility service (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 utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens, and encumbrances of record;

(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 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.

**a foreign limited liability company as managing member for Grantors

(b) 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced 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 surface improvements or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements or structures which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered
In the presence of:

Graham & Company Southeast

[Signature]
Witness

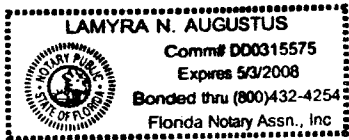
By: [Signature]
Its: [Signature]

Brook Caltop-Fink
Witness Print Name
[Signature]
Witness

John K. Vasilakis
Witness Print Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 20th day of June, 2008, by Quona Lee who has produced [Signature] as identification or is personally known to me.



[Signature]
Notary Public, State of Florida
Lamyra N. Augustus
Print Name

5/3/2008
Commission Expires

DYNAN GROUP
INC.19 SW Second Street, Gainesville, Florida 32601
(352) 378-1511 FAX: (352) 378-4679

Civil Engineers, Land Surveyors

Revised August 7, 2007

EASEMENT FOR UTILITIES
LEGAL DESCRIPTION

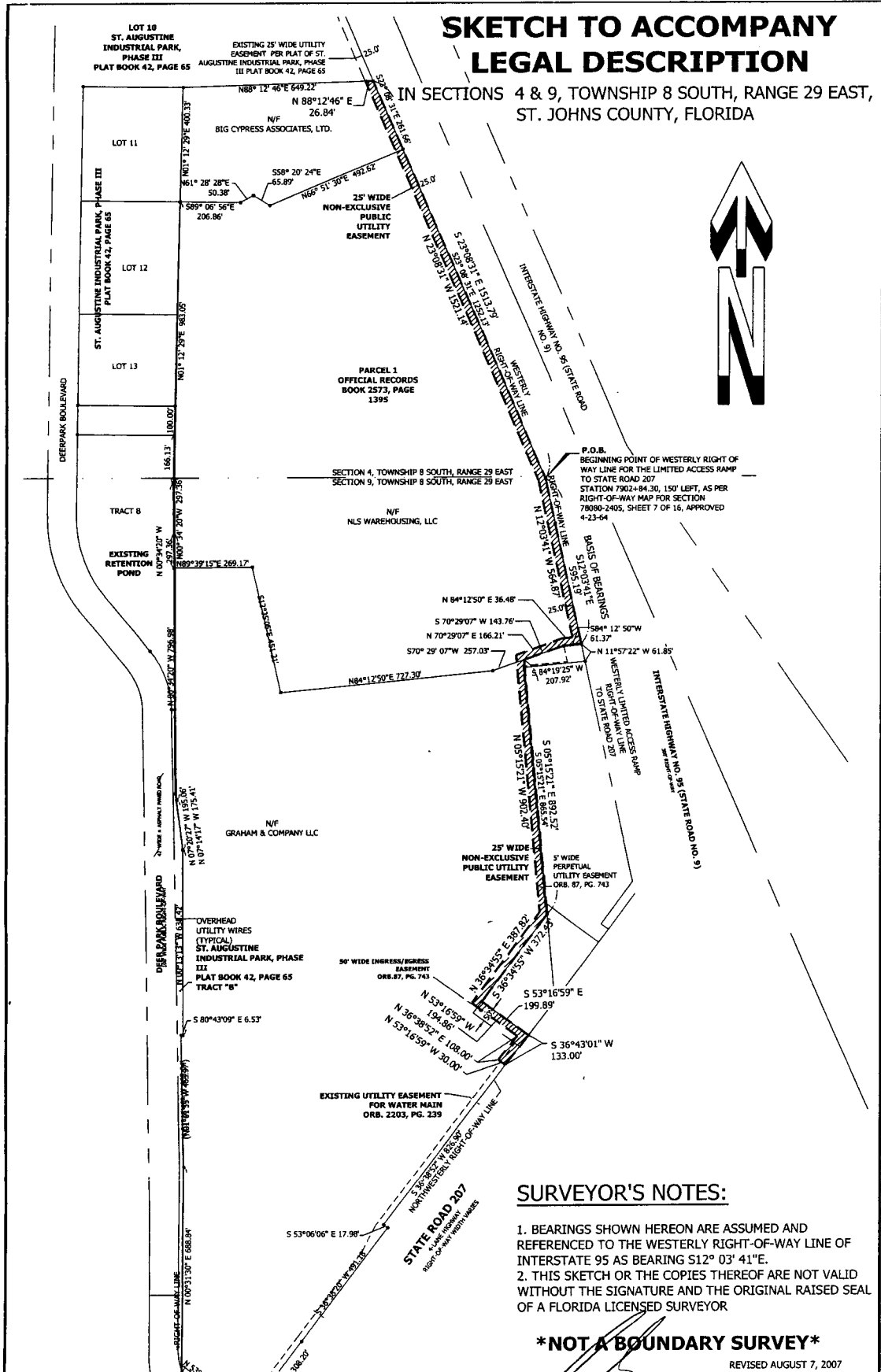
A 25 FOOT WIDE EASEMENT (30 FOOT WIDE ALONG STATE ROAD 207) FOR THE PURPOSE OF UTILITIES LYING IN SECTION 9 AND SECTION 4, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 95 MARKING THE BEGINNING OF THE WESTERLY RIGHT-OF-WAY LINE FOR THE LIMITED ACCESS RAMP TO STATE ROAD NO. 207, SAID POINT BEING 150 FEET LEFT OF CENTERLINE SURVEY STATION 7902+84.30 AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SECTION 78080-2405, STATE ROAD NO. 9 (I-95), SHEET 7 OF 16, APPROVED 4-23-64; THENCE S12°03'41"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 595.19 FEET; THENCE S84°12'50"W FOR 61.37 FEET; THENCE S70°29'07"W FOR 143.76 FEET; THENCE S05°15'21"E FOR 892.52 FEET; THENCE S36°34'55"W FOR 372.43 FEET; THENCE S53°16'59"E FOR 199.89 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 207; THENCE S36°43'01"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE FOR 133.00 FEET; THENCE N 53°16'59" W FOR 30.00 FEET; THENCE N 36°38'52" E FOR 108.00 FEET; THENCE N53°16'59"W FOR 194.86 FEET; THENCE N36°34'55"E FOR 387.82 FEET; THENCE N05°15'21" W FOR 902.40 FEET; THENCE N70°29'07"E FOR 166.21 FEET; THENCE N84°12'50"E FOR 36.48 FEET; THENCE N12°03'41"W FOR 564.87 FEET; THENCE N 23°08'31"W FOR 1521.14 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF LOT 10, ST. AUGUSTINE INDUSTRIAL PARK, PHASE III, PLAT BOOK 42, PAGE 65 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE N88°12'46"E ALONG SAID SOUTH LINE OF LOT 10 FOR 26.84 FEET TO THE INTERSECTION WITH THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE S23°08'31" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 1513.79 FEET TO THE POINT OF BEGINNING.

ALL ACCORDING TO A SKETCH ATTACHED
HERETO AND MADE
A PART HEREOF

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

IN SECTIONS 4 & 9, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AS BEARING S12° 03' 41"E.
2. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR

NOT A BOUNDARY SURVEY

REVISED AUGUST 7, 2007



DYNAN GROUP INC.
CIVIL ENGINEERS AND LAND SURVEYORS

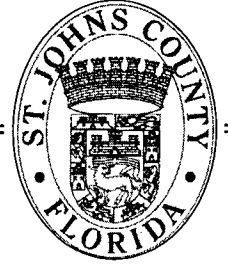
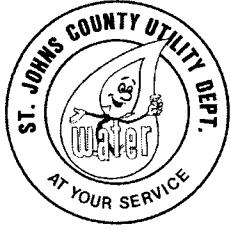
19 SW SECOND STREET
GAINESVILLE, FL 32601
Tel.: (352) 378-1511 Fax: (352) 378-4679

Professional Surveying & Mapping Certificate of Authorization No.: LB 6792

BOOK/PAGE	N/A	THIS MAP/DRAWING BY	SCALE	1"=400'
DRAWN	J.A.E.	JAMES R. EHRKE	DATE	AUGUST 2, 2007
CHECKED	D.W.S.	PROFESSIONAL SURVEYOR & MAPPER FLA. LICENSE NO. 6653	PROJECT #	103-033-09
SKETCH TO ACCOMPANY LEGAL DESCRIPTION 25' WIDE NON-EXCLUSIVE PUBLIC UTILITIES EASEMENT				
DRAWING #	LEGAL & SKETCH WATERLINE.DWG	SHEET #	2 OF 2	

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: Vickie Battell, Construction Tech III – Utility Development

Subject: NLS Warehouse

Date: August 8, 2007

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

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

Your support and cooperation as always are greatly appreciated.