

RESOLUTION NO. 2007- 9

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THREE EASEMENTS FOR UTILITIES FOR INSTALLATION OF A FORCE MAIN ALONG INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, three property owners have executed and presented to the County three Easements for Utilities, attached hereto as Exhibit "A", "B" and "C", incorporated by reference and made a part hereof, for installation of a force main along International Golf Parkway; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the Utility Easements 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 these Easements to handle increased flows 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 Board of County Commissioners hereby accepts the above described Easements for Utilities attached and incorporated hereto.

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

PASSED AND ADOPTED this ^{9th} 10th day of January, 2007.

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

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

RENDITION DATE 1-11-07

RENDITION DATE 1-11-07

THIS INSTRUMENT WAS PREPARED BY:
RECORD AND RETURN TO:

Sidney S. Simmons, II, Esquire
Stoneburner Berry & Simmons, P.A.
841 Prudential Drive, Suite 1400
Jacksonville, Florida 32207

Public Records of
St. Johns County, FL
Clerk # 2006063541,
O.R. 2769 PG 1340-1344
08/23/2006 at 03:48 PM,
REC. \$21.00 SUR. \$23.00
Doc. D \$.70

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 24 day of August, 2006 by **WORLD COMMERCE CENTER, LLP**, a Florida limited liability partnership (hereinafter referred to as the "Grantor") in favor of **ST. JOHNS COUNTY, FLORIDA** (hereinafter referred to as the "County").

RECITALS:

A. The Grantor is the owner of those certain parcels of real property in St. Johns County, Florida described in **Exhibit A** (the "Utility Areas") and **Exhibit B** (the "Access Areas") attached hereto and incorporated by reference herein.

B. The Grantor now desires to create easements over the Utility Areas and the Access Areas for the benefit of the County on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Grantor hereby declares as follows:

1. **Easement.** Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the County 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 and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the Utility Areas; together with rights of ingress and egress on and over the Utility Areas 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. Further, Grantor hereby grants and creates unto the County a non-exclusive, perpetual easement and right-of-way, on, over and across the Access Areas for ingress and egress for the purpose of doing anything necessary or useful or convenient for the enjoyment of the rights herein granted in connection with the Utility Areas.

The easements herein granted are subject to covenants, restrictions, easements, liens and encumbrances of record.

a. Grantor shall have 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 Utility Areas and the Access Areas for any purpose which is consistent with the rights herein granted to the County; and (ii) subsurface of the Utility Areas and Access Areas for other utility services or other purposes which do not interfere with the rights herein granted to the County, 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 Utility Areas 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 created by this instrument may be relocated to a location acceptable to the County 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 Utility Areas. At Grantors' request, and upon relocation of such lines at Grantor's expense, the Grantor and the County shall execute an instrument in recordable form relocating the easement hereby granted to the new Utility Areas designated by and in the title of the Grantor.

d. The County 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.

e. The County, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Utility Areas. The County's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. Grantor shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds the County harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The County 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.

f. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, the County 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 the County shall not be responsible for restoration of 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. To the extent permitted by law, however, the County shall be responsible for damage to improvements that are caused by the County's negligence.

2. Successors and Assigns. All rights and obligations contained herein shall run with and be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

3. Enforcement; Attorneys Fees. In the event of any default under this Agreement, the benefited party or parties not in default shall be entitled to any and all remedies available at law or

in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

IN WITNESS WHEREOF, the Grantor has executed this Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

**WORLD COMMERCE CENTER, LLP, a
Florida limited liability partnership**

M. Cillb
Print Name: Michael Cillb

Mary B. West
Print Name: MARY B. WEST

By: Steinemann-Wolfe, LLC, a Florida limited
liability company
Its General Partner

By: [Signature]
Frank C. Steinemann, Jr.
Its Managing Member

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8th day of August, 2006, by Frank C. Steinemann, Jr., the Managing Member of Steinemann-Wolfe, LLC, a Florida limited liability company, and a General Partner of World Commerce Center, LLP, a Florida limited liability partnership, on behalf of the company and the partnership. He is (personally known to me) or has produced _____ as identification.

Nicki E. Blake
Notary Public, State of Florida
(Print Name) Nicki E. Blake
My Commission Expires: (See Notary Seal)
My Commission Number is: (See Notary Seal)

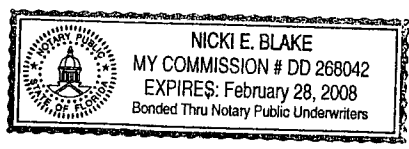


Exhibit A

Parcel 1

A PART OF GOVERNMENT LOT 7, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION BETWEEN GOVERNMENT LOT 2 AND SAID GOVERNMENT LOT 7, A DISTANCE OF 371.01 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2986.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°37'11" EAST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 39°22'49" EAST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.52 FEET; THENCE NORTH 46°21'43" EAST, A DISTANCE OF 141.75 FEET; THENCE NORTH 50°37'11" EAST, A DISTANCE OF 1045.23 FEET; THENCE SOUTH 70°49'40" EAST, A DISTANCE OF 17.58 FEET; THENCE SOUTH 50°37'11" WEST, A DISTANCE OF 1053.84 FEET; THENCE SOUTH 46°17'40" WEST, A DISTANCE OF 157.36 FEET; THENCE NORTH 39°22'49" WEST, A DISTANCE OF 36.87 TO THE POINT OF BEGINNING.

CONTAINING 0.42 ACRES (18,430 SQUARE FEET) MORE OR LESS.

Parcel 2

A PART OF GOVERNMENT LOT 7, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION BETWEEN GOVERNMENT LOT 2 AND SAID GOVERNMENT LOT 7, A DISTANCE OF 371.01 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4181.93 FEET; THENCE SOUTH 70°49'40" EAST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°37'11" EAST, A DISTANCE OF 1123.65 FEET; THENCE SOUTH 28°09'15" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.29 FEET; THENCE SOUTH 50°37'11" WEST, A DISTANCE OF 1111.50 FEET; THENCE NORTH 70°49'40" WEST, A DISTANCE OF 17.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRES (16,763 SQUARE FEET) MORE OR LESS.

Parcel 3

A PART OF GOVERNMENT LOT 1, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION BETWEEN GOVERNMENT LOT 2 AND GOVERNMENT LOT 7, A DISTANCE OF 371.01 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5313.68 FEET TO A BEND POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 44°32'18" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2410.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°32'18" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2487.11 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF FRANCES ROAD (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE SOUTH 45°27'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 44°32'18" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2504.85 FEET; THENCE NORTH 15°08'09" EAST, A DISTANCE OF 20.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.57 ACRES (24,960 SQUARE FEET) MORE OR LESS.

Exhibit B

Parcel 1

A PART OF GOVERNMENT LOT 7, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION LINE BETWEEN GOVERNMENT LOT 2 AND SAID GOVERNMENT LOT 7, A DISTANCE OF 371.01 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3001.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°37'11" EAST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1180.47 FEET; THENCE SOUTH 70°49'40" EAST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.72 FEET; THENCE SOUTH 50°37'11" WEST, A DISTANCE OF 1045.23 FEET; THENCE SOUTH 46°21'43" WEST, A DISTANCE OF 141.75 FEET; THENCE NORTH 39°22'49" WEST, A DISTANCE OF 20.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.29 ACRES (12,580 SQUARE FEET) MORE OR LESS.

Parcel 2

A PART OF GOVERNMENT LOT 7, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION BETWEEN GOVERNMENT LOT 2 AND SAID GOVERNMENT LOT 7, A DISTANCE OF 371.01 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4181.93 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°37'11" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1131.75 FEET; THENCE SOUTH 28°09'15" EAST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.19 FEET; THENCE SOUTH 50°37'11" WEST, A DISTANCE OF 1123.65 FEET; THENCE NORTH 70°49'40" WEST, A DISTANCE OF 11.72 TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES (11,278 SQUARE FEET) MORE OR LESS.

5

THIS INSTRUMENT WAS PREPARED BY:
RECORD AND RETURN TO:

Sidney S. Simmons, II, Esquire
Stoneburner Berry & Simmons, P.A.
841 Prudential Drive, Suite 1400
Jacksonville, Florida 32207

Public Records of
St. Johns County, FL
Clerk # 2006067227,
O.R. 2778 PG 527-531
09/07/2006 at 10:57 AM,
REC. \$21.00 SUR. \$23.00
Doc. D \$.70

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 22 day of August, 2006 by **EARLEY DEVELOPMENT, INC.**, a Florida corporation (hereinafter referred to as the "Grantor") in favor of **ST. JOHNS COUNTY, FLORIDA** (hereinafter referred to as the "County").

RECITALS:

A. The Grantor is the owner of those certain parcels of real property in St. Johns County, Florida described in **Exhibit A** (the "Utility Area") and **Exhibit B** (the "Access Area") attached hereto and incorporated by reference herein.

B. The Grantor now desires to create easements over the Utility Area and the Access Area for the benefit of the County on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Grantor hereby declares as follows:

1. **Easement.** Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the County 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 and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the Utility Area; together with rights of ingress and egress on and over the Utility 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. Further, Grantor hereby grants and creates unto the County a non-exclusive, perpetual easement and right-of-way, on, over and across the Access Area for ingress and egress for the purpose of doing anything necessary or useful or convenient for the enjoyment of the rights herein granted in connection with the Utility Area.

The easements herein granted are subject to covenants, restrictions, easements, liens and encumbrances of record.

a. Grantor shall have 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 Utility Area and the Access Area for any purpose which is consistent with the rights herein granted to the County; and (ii) subsurface of the Utility Area and Access Area for other utility services or other purposes which do not interfere with the rights herein granted to the County, 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 Utility 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 created by this instrument may be relocated to a location acceptable to the County 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 Utility Area. At Grantors' request, and upon relocation of such lines at Grantor's expense, the Grantor and the County shall execute an instrument in recordable form relocating the easement hereby granted to the new Utility Area designated by and in the title of the Grantor.

d. The County 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.

e. The County, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Utility Area. The County's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. Grantor shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds the County harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The County 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.

f. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, the County 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 the County shall not be responsible for restoration of 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. To the extent permitted by law, however, the County shall be responsible for damage to improvements that are caused by the County's negligence.

2. Successors and Assigns. All rights and obligations contained herein shall run with and be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

3. Enforcement; Attorneys Fees. In the event of any default under this Agreement, the benefited party or parties not in default shall be entitled to any and all remedies available at law or

in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

IN WITNESS WHEREOF, the Grantor has executed this Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

Traci Reagan

Print Name: Traci Reagan

Herbert R. Earley

Print Name: HERBERT R. EARLEY

EARLEY DEVELOPMENT, INC., a
Florida corporation

By: [Signature]

Printed Name: THORPE EARLEY

Title: PRES

Date: 8/22/06

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22nd day of August, 2006, by Thorpe Earley, the President of Earley Development, Inc., a Florida corporation. He/She is personally known to me or has produced _____ as identification.



Traci Reagan
My Commission **DD283078**
Expires June 27, **2007**

Traci Reagan
Notary Public, State of Florida
(Print Name) Traci Reagan
My Commission Expires: *(See Notary Seal)*
My Commission Number is: *(See Notary Seal)*

**EXHIBIT A
UTILITY AREA**

FORCE MAIN EASEMENT THROUGH EARLY DEVELOPMENT, INC.

A PART OF GOVERNMENT LOT 7, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION BETWEEN GOVERNMENT LOT 2 AND SAID GOVERNMENT LOT 7, A DISTANCE OF 371.01 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5313.68 FEET; THENCE SOUTH 28°09'15" EAST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°37'11" EAST, A DISTANCE OF 2.52 FEET; THENCE NORTH 48°16'55" EAST, A DISTANCE OF 601.19 FEET; THENCE NORTH 00°49'44" WEST, A DISTANCE OF 69.21 FEET TO A POINT IN THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE NORTH 44°32'18" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 338.09 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF LANDS NOW OWNED BY JCJ3, LLC; THENCE SOUTH 73°11'14" EAST ALONG SAID SOUTHERLY LINE OF THE JCJ3,LLC PROPERTY, A DISTANCE OF 11.30 FEET; THENCE SOUTH 44°32'18" WEST LEAVING SAID SOUTHERLY LINE, A DISTANCE OF 331.50 FEET; THENCE SOUTH 00°27'42" EAST, A DISTANCE OF 77.26 FEET; THENCE SOUTH 48°16'55" WEST, A DISTANCE OF 609.16 FEET; THENCE SOUTH 50°37'11" WEST, A DISTANCE OF 4.96 FEET; THENCE NORTH 28°09'15" WEST, A DISTANCE OF 15.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.31 ACRES (13,575 SQUARE FEET) MORE OR LESS.

EXHIBIT B
ACCESS AREA

ACCESS EASEMENT FROM INTERNATIONAL GOLF PARKWAY TO FORCE MAIN
EASEMENT FROM EARLY DEVELOPMENT, INC.

A PART OF GOVERNMENT LOT 7, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION BETWEEN GOVERNMENT LOT 2 AND SAID GOVERNMENT LOT 7, A DISTANCE OF 371.01 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5313.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°32'18" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 648.00 FEET; THENCE SOUTH 00°49'44" EAST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.21 FEET; THENCE SOUTH 48°16'55" WEST, A DISTANCE OF 601.19 FEET; THENCE SOUTH 50°37'11" WEST, A DISTANCE OF 2.52 FEET; THENCE NORTH 28°09'15" WEST, A DISTANCE OF 10.19 TO THE POINT OF BEGINNING.

CONTAINING 0.44 ACRES (18, 980 SQUARE FEET) MORE OR LESS.

THIS INSTRUMENT WAS PREPARED BY:
RECORD AND RETURN TO:

Sidney S. Simmons, II, Esquire
Stoneburner Berry & Simmons, P.A.
841 Prudential Drive, Suite 1400
Jacksonville, Florida 32207

Public Records of
St. Johns County, FL
Clerk # 2006063544,
O.R. 2769 PG 1348-1351
08/23/2006 at 03:51 PM,
REC. \$17.00 SUR. \$18.50
Doc. D \$.70

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 16th day of AUGUST, 2006 by JCJ3, LLC, a Florida limited liability company (hereinafter referred to as the "Grantor") in favor of ST. JOHNS COUNTY, FLORIDA (hereinafter referred to as the "County").

RECITALS:

A. The Grantor is the owner of that certain parcel of real property in St. Johns County, Florida described in Exhibit A (the "Easement Area") attached hereto and incorporated by reference herein.

B. The Grantor now desires to create easements over the Easement Area for the benefit of the County on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Grantor hereby declares as follows:

1. Easement. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the County 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 and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon 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 are subject to covenants, restrictions, easements, liens and encumbrances of record.

a. Grantor shall have 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 does not interfere with the rights herein granted to the County; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to the County, 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 Utility Lines and 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 created by this instrument may be relocated to a location acceptable to the County 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 Grantors' request, and upon relocation of such lines at Grantor's expense, the Grantor and the County 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. The County 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.

e. The County, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The County's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. Grantor shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds the County harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The County shall install and 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.

f. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, the County 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 the County shall not be responsible for restoration of 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. To the extent permitted by law, however, the County shall be responsible for damage to improvements that are caused by the County's negligence.

2. Successors and Assigns. All rights and obligations contained herein shall run with and be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

3. Enforcement; Attorneys Fees. In the event of any default under this Agreement, the benefited party or parties not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

IN WITNESS WHEREOF, the Grantor has executed this Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lucinda L. Gallagher

Print Name: Lucinda L. Gallagher

[Signature]

Print Name: BRIAN G. PINCKET

JCJ3, LLC, a Florida limited liability
company

By: [Signature]

Printed Name: John B Campbell Jr

Title: V.P.

Date: 8/16/06

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 16th day of August, 2006, by
John Campbell Jr., the V.P. of JCJ3, LLC, a Florida limited liability company.
(He) She is personally known to me or has produced _____ as identification.

Amy Nourse

Notary Public, State of Florida

(Print Name) Amy Nourse

My Commission Expires: (See Notary Seal) 9-20-07

My Commission Number is: (See Notary Seal) DD 214674



**EXHIBIT A
EASEMENT AREA**

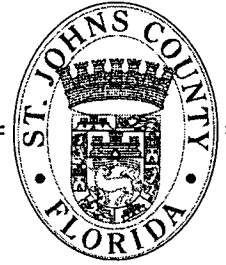
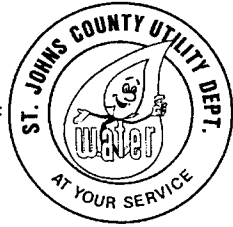
FORCE MAIN EASEMENT THROUGH JCJ3, LLC PROPERTY

A PART OF GOVERNMENT LOT 1, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION BETWEEN GOVERNMENT LOT 2 AND GOVERNMENT LOT 7, A DISTANCE OF 371.01 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5313.68 FEET TO A BEND POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 44°32'18" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 986.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°32'18" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 854.30 FEET; THENCE NORTH 60°29'01" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 36.40 FEET; THENCE SOUTH 44°32'18" WEST, A DISTANCE OF 884.04 FEET; THENCE NORTH 73°11'14" WEST, A DISTANCE OF 11.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.20 ACRES (8,692 SQUARE FEET) MORE OR LESS.

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



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

INTEROFFICE MEMORANDUM

To: Nanette Bradbury, Real Estate Coordinator
From: Larry Miller, P.E., Utility Project Manager
Subject: World Commerce Center Force Main Easement
Date: December 4, 2006

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of World Commerce Center Force Main Easement located along International Golf Parkway.

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.