

RESOLUTION NO. 2008- 185

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES FOR WATER AND SEWER SERVICE TO OLD MOULTRIE VILLAGE SUBDIVISION AND ACCEPTING A BILL OF SALE CONVEYING ALL OF THE PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.**

**RECITALS**

**WHEREAS**, Lab Investments, Inc., a Florida corporation, have executed and presented to the County two Easements for Utilities, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, for water and sewer service to Old Moultrie Village Subdivision; and

**WHEREAS**, Lab Investments, Inc. has also executed and presented the Bill of Sale and schedule of values conveying all personal property associated with the water and sewer system which is attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department have 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 the 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 Easements for Utilities and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

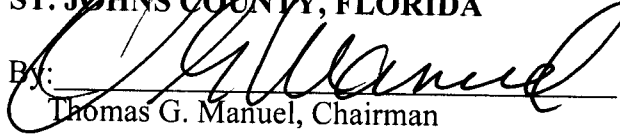
Section 3. The Clerk of the Circuit Court is instructed to record the two original Easements for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 8<sup>th</sup> day of July, 2008.



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

BY:

  
Thomas G. Manuel, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: Pam Halteman  
Deputy Clerk

**RENDITION DATE** 7/11/08

Exhibit "A" to Resolution

Prepared by:  
Lewis, Longman & Walker, P.A.  
245 Riverside Ave., Ste. 150  
Jacksonville, FL 32202

Return to:

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 6<sup>th</sup> day of February, 2008 by **LAB INVESTMENTS, INC.**, with an address of 3674 Beach Boulevard, Suite 1A, Jacksonville, Florida 32207, 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".

**WITNESSETH:**

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

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, gravity sewer collection system, 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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, its 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 and the following terms and conditions:

1. (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. (a) **WATER SYSTEM** - 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.

(b) **GRAVITY SEWER SYSTEM** - 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.

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 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 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:

H. Thomas Rodgers, Esq.  
Witness

LAB INVESTMENTS, INC.

[Signature]  
By: Richard P. Briggs  
Its: President

H. Thomas Rodgers, Esq.  
Print Name

[Signature]  
Witness

Tiffany N. Powell  
Print Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 6th day of February, 2008, by Richard P. Briggs, as President for LAB Investments, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

JUDITH GAIL BRIZENDINE  
Notary Public, State of Florida  
My comm. exp. Apr. 30, 2010  
Comm. No. DD 527245

[Signature]  
Notary Public

**CONSENT AND JOINDER OF MORTGAGEE**

The undersigned, FIFTH THIRD BANK, f/k/a R-G CROWN BANK, a Federal Savings Bank, ("Mortgagee"), whose address is 9716 San Jose Blvd., Jacksonville, FL 32257, the Mortgagee under those certain Mortgages from LAB INVESTMENTS, INC., recorded January 23, 2007, in Official Records Book 2854, page 1920; and on January 27, 2007, in Official Records Book 2857, page 1014; both of the public records of St. Johns County, hereby consents and joins in the foregoing Easement for Utilities from LAB INVESTMENTS, INC., to ST. JOHNS COUNTY, FLORIDA, and subordinates its mortgage liens encumbering all or any part of the property described in the foregoing Easement for Utilities to the Easement for Utilities.

IN WITNESS WHEREOF, this Consent and Joinder of Mortgagee is executed by the undersigned this 6 day of February, 2008.

Witnesses:

Arthur Rodgers Esq  
Name: A. Thomas Rodgers, Esq  
Pat Allen  
Name: PAT ALLEN

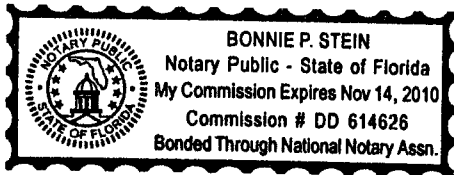
Mortgagee:

FIFTH THIRD BANK  
By: [Signature]  
Printed Name: Rakesh Patel  
Title: VP.

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6 day of February, 2008, by Rakesh Patel, as VP, for FIFTH THIRD BANK, who is personally known OR \_\_\_\_\_ who produced \_\_\_\_\_ as identification.

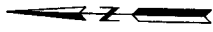
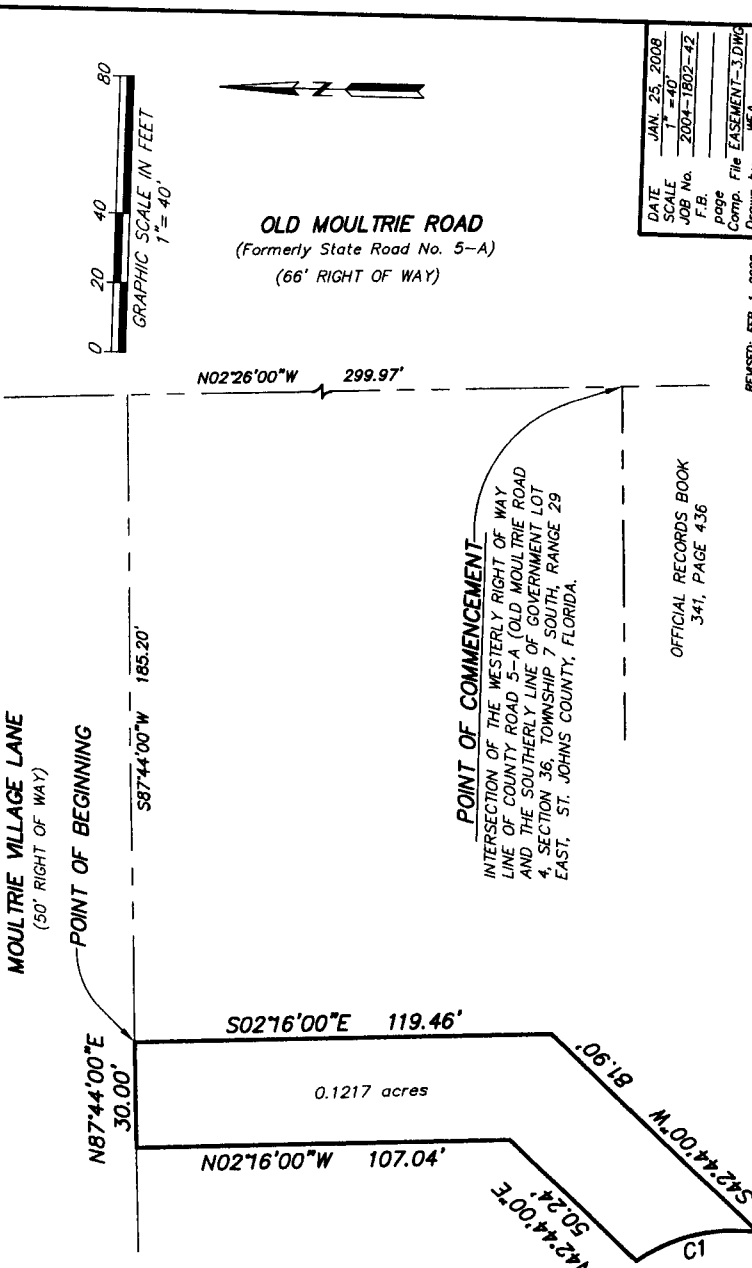
[Signature]  
Notary Public, State of Florida



**MAP SHOWING SKETCH OF**

A portion of Government Lot 4, Section 36, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the intersection of the southerly line of said Government Lot 4 with the westerly right of way line of County Road 5-A and/or Old Moultrie Road (a 66 foot right of way); thence North 02°26'00" West, along said westerly right of way line, 299.97 feet; thence South 87°44'00" West, parallel to said southerly line of Government Lot 4, a distance of 185.20 feet for a POINT OF BEGINNING; thence South 02°16'00" East, 119.46 feet; thence South 42°44'00" West, 81.90 feet to a point on a curve concave westerly, and having a radius of 50.00 feet; thence northerly around and along said arc of curve, 36.64 feet, said arc being subtended by a chord bearing and distance of North 14°35'43" West, 35.64 feet; thence North 42°44'00" East, 50.24 feet; thence North 02°16'00" West, 107.04 feet; thence North 87°44'00" East, 30.00 feet to the POINT OF BEGINNING.

Containing 0.1217 acres, more or less.



**OLD MOULTRIE ROAD**  
(Formerly State Road No. 5-A)  
(66' RIGHT OF WAY)

**POINT OF COMMENCEMENT**  
INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 5-A (OLD MOULTRIE ROAD) AND THE SOUTHERLY LINE OF GOVERNMENT LOT 4, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK  
341, PAGE 436

TABULATED CURVE DATA				
CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE
C1	50.00'	36.44'	19.07'	35.64'
				CHORD BEARING
				N14°35'43"W
				DELTA
				47°45'25"

EXHIBIT "A"  
EASEMENT AREA  
Pg. 1 of 3

DATE JAN. 25, 2008  
SCALE 1" = 40'  
JOB No. 2004-1802-42  
F.B.  
page  
Cont'd. File EASEMENT-3.DWG  
Drawn by WEA

REvised: FEB. 1, 2008

**RICHARD A. MILLER & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
6701 BEACH BLVD., SUITE #200  
JACKSONVILLE, FLORIDA 32216  
Fax (904) 721-5758  
Tele. (904) 721-1226

THIS IS TO CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA. I HAVE REVIEWED THE SURVEY AND SET DATA BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AS OUTLINED AND SET FORTH BY THE FLORIDA STATUTES, CHAPTER 471, PART 4-6, FLORIDA ADMINISTRATIVE CODE, PARAGRAPH 1D-6.00, AND THE FLORIDA PROFESSIONAL SURVEYOR BOARD OF PRACTICE, STATUTE 471.001, FLORIDA ADMINISTRATIVE CODE, PARAGRAPH 1D-6.00.

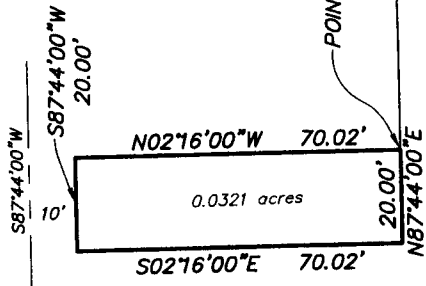
*Richard A. Miller*  
RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE NO. 3084

# MAP SHOWING SKETCH OF

A portion of Government Lot 4, Section 36, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the intersection of the Southerly line of said Government Lot 4, with the Westerly right of way line of County Road 5-A and/or Old Moultrie Road (a 66 foot right of way); thence North 02°26'00" West, along said Westerly right of way line, 349.98 feet; thence South 87°44'00" West, parallel to said Southerly line of Government Lot 4, a distance of 222.14 feet for a POINT OF BEGINNING; thence North 02°16'00" West, 70.02 feet; thence South 87°44'00" West, 20.00 feet; thence South 02°16'00" East, 70.02 feet; thence North 87°44'00" East, 20.00 feet to the POINT OF BEGINNING.

Containing 0.0321 acres, more or less.

OFFICIAL RECORDS BOOK  
1846, PAGE 1521



POINT OF BEGINNING

S87°44'00" W 222.14'

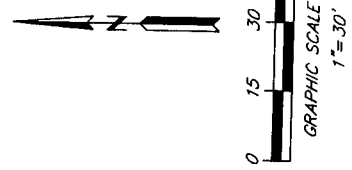
N02°26'00" W 349.98'

MOULTRIE VILLAGE LANE  
(50' RIGHT OF WAY)

POINT OF COMMENCEMENT

INTERSECTION OF THE WESTERLY RIGHT OF WAY  
LINE OF COUNTY ROAD 5-A (OLD MOULTRIE ROAD  
AND THE SOUTHERLY LINE OF GOVERNMENT LOT  
4, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29  
EAST, ST. JOHNS COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK  
341, PAGE 436



**OLD MOULTRIE ROAD**  
(FORMERLY STATE ROAD NO. 5-A)  
(66' RIGHT OF WAY)

DATE	JAN. 22, 2008
SCALE	1" = 30'
JOB No.	2004-1802-42
F.B.	
page	
Comp.	File EASEMENTS.DWG
Drawn by	WEA

REVISED: JAN. 31, 2008

**RICHARD A. MILLER & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
6701 BEACH BLVD., SUITE #200  
JACKSONVILLE, FLORIDA 32216  
Fax (904) 721-5798  
Tel. (904) 721-1226

THIS IS TO CERTIFY THAT THE SURVEY OF THIS PROPERTY WAS  
MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE  
REQUIREMENTS OF THE FLORIDA STATUTES AS ENACTED AND SET FORTH BY THE FLORIDA  
BOARD OF PROFESSIONAL LAND SURVEYORS AS AUTHORIZED BY THE FLORIDA  
LEGISLATURE AND THE FLORIDA ADMINISTRATIVE CODE PARAGRAPH 17-4.4  
SECTION 17-4.4(1) FLORIDA STATUTES.

BY: *Richard A. Miller*  
RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED  
LAND SURVEYOR, CERTIFICATE No. 38448

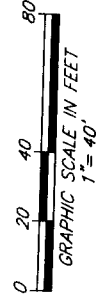
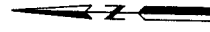
EXHIBIT "A"  
EASEMENT AREA  
Pg. 2 of 3

**MAP SHOWING SKETCH OF**

A portion of Government Lot 4, Section 36, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the intersection of the Southerly line of said Government Lot 4, with the Westerly right of way line of County Road 5-A and/or Old Moultrie Road (a 66 foot right of way); thence North 02°26'00" West, along said Westerly right of way line, 349.98 feet; thence South 87°44'00" West, parallel to said Southerly line of Government Lot 4, a distance of 222.14 feet; thence North 02°16'00" West, 70.02 feet to the POINT OF BEGINNING; thence North 02°16'00" West, 10.00 feet; thence South 87°44'00" West, along the Southerly line of those certain lands as shown on the Plat of Hideaway at Old Moultrie, as recorded in Map Book 55, Pages 77 through 88 (inclusive), all of the of the Public Records of said County, a distance of 86.00 feet; thence South 02°16'00" East, 10.00 feet; thence North 87°44'00" East, 86.00 feet to the POINT OF BEGINNING.

Containing 0.0197 acres, more or less.

**OLD MOULTRIE ROAD**  
(Formerly State Road No. 5-A)  
(66' RIGHT OF WAY)



N02°26'00"W 349.98'

S87°44'00"W 222.14'

**MOULTRIE VILLAGE LANE**  
(50' RIGHT OF WAY)

**POINT OF COMMENCEMENT**

INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 5-A (OLD MOULTRIE ROAD) AND THE SOUTHERLY LINE OF GOVERNMENT LOT 4, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK  
341, PAGE 436

N02°16'00"W 10.00'  
N02°16'00"W 70.02'

POINT OF BEGINNING

OFFICIAL RECORDS BOOK  
1846, PAGE 1521

S87°44'00"W 86.00'

0.0197 acres

N87°44'00"E 86.00'

15' UTILITY/SEWER ESMT.  
ORB 2512, PAGE 1574

TRACT "A"

HIDEAWAY AT OLD MOULTRIE  
MAP BOOK 55, PAGES 77-88

S02°16'00"E 10.00'

EXHIBIT "A"  
EASEMENT AREA  
Pg. 3 of 3

DATE	JAN 22 2008
SCALE	1" = 40'
JOB No.	2004-1803-42
P.B.	
Comp. File	EASEMENT-2.DWG
Drawn by	WEA

**RICHARD A. MILLER & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
6701 BEACH BLVD SUITE 600  
JACKSONVILLE, FLORIDA 32216  
For (904) 721-5736  
Fax: (904) 721-1226

WE, R. A. MILLER, CERTIFY THAT THIS SKETCH OF LAND INFORMATION WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR AS SET FORTH IN THE FLORIDA STATUTES. I AM NOT PROVIDING THIS SKETCH AS EVIDENCE OF TITLE OR AS A BASIS FOR ANY LEGAL ACTION. I AM PROVIDING THIS SKETCH AS A SERVICE TO MY CLIENT AND AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS SKETCH.

BY: *Richard A. Miller*  
RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED  
LAND SURVEYOR, CERTIFICATE No. 3848

REVISED: FEB. 1, 2008

Exhibit "B" to Resolution

Prepared by:  
Lewis, Longman & Walker, P.A.  
245 Riverside Ave., Ste. 150  
Jacksonville, FL 32202

Return to:

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 6<sup>th</sup> day of February, 2008  
by **LAB INVESTMENTS, INC.**, with an address of 3674 Beach Boulevard, Suite 1A,  
Jacksonville, Florida 32207, 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".

**WITNESSETH:**

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

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  
gravity sewer collection system and all other equipment and appurtenances as may be  
necessary or convenient for the operation of the underground sewer utility services  
(hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the  
real property described on Exhibit A attached hereto, and further described in that certain  
Easement Agreement recorded in Official Records Book 2512, page 1574, of the Public  
Records of St. Johns County, Florida (the "Easement Area"); together with rights of  
ingress and egress to access the Easement Area as necessary for the use and enjoyment of  
the easement herein granted. This easement is for water and/or sewer 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, its 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 and the following terms and conditions:

1. (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 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. GRAVITY SEWER SYSTEM - 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.

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 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 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:

LAB INVESTMENTS, INC.

Tiffany N. Powell  
Witness

[Signature]  
By: Richard P. Briggs  
Its: President

Tiffany N. Powell  
Print Name

[Signature]  
Witness

H. Thomas Rodgers  
Print Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2008, by Richard P. Briggs, as President for LAB Investments, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

JUDITH GAIL BRIZENDINE  
Notary Public, State of Florida  
My comm. exp. Apr. 30, 2010  
No. DD 527245

[Signature]  
Notary Public



Exhibit "C" to Resolution

BILL OF SALE

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

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

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

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

Signed, Sealed and Delivered in the presence of:

[Signature]

Tiffany N. Powell  
(printed)

[Signature]

H. THOMAS RODGERS, ESQ.  
(printed)

LAB INVESTMENTS, Inc.  
A Florida Corporation

By: [Signature]  
RICHARD P. BRIGGS  
President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of January, 2008 by RICHARD P. BRIGGS, President, LAB INVESTMENTS, Inc., a Florida Corporation, on behalf of the corporation He is personally known to me and did not take an oath.

[Signature]  
(Print) Notary Public

April 30, 2010  
My Commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

JUDITH GAIL BRIZENDINE  
Notary Public, State of Florida  
My comm. exp. Apr. 30, 2011  
Comm. No. DD 527245

# OLD MOULTRIE VILLAGE

Being a portion of Government Lot 4, Section 36, Township 7 South, Range 29 East  
St. Johns County, Florida.

## CAPTION

A parcel of land in Government Lot 4, Section 36, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: COMMENCE at the intersection of the Westerly right of way line of County Road 5-A (Old Moultrie Road), a 66 foot wide right of way as presently established, and the Southerly line of said Government Lot 4, said Southerly line also being the Northerly line of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 87°44'00" West, assumed bearing on said Southerly line of Government Lot 4, a distance of 200.00 feet to the POINT OF BEGINNING of the parcel of land to be described; thence North 02°26'00" West, parallel to said Westerly right of way line of County Road 5-A, a distance of 130.00 feet; thence North 87°44'00" East, parallel to said Southerly line of Government Lot 4, a distance of 200.00 feet to said Westerly right of way line of County Road 5-A; thence North 02°26'00" West, along said Westerly right of way line, 300.00 feet; thence South 87°44'00" West, parallel to said Southerly line of Government Lot 4, a distance of 872.00 feet; thence South 02°26'00" East, parallel to said Westerly right of way line, 430.00 feet to said Southerly line of Government Lot 4; thence North 87°44'00" East, along said Southerly line, 672.00 feet to the POINT OF BEGINNING.

Containing 8.0110± acres, more or less.

OLD MOULTRIE VILLAGE

WATER AND SANITARY SCHEDULE OF VALUES

Innovative Site Solutions and Braddock Construction, Contractors  
 LAB Investments, Inc., Developer

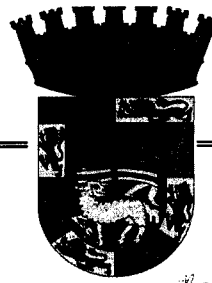
	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
<b>Sanitary Sewer - Gravity Mains</b>				
8" PVC Sewer Main SDR-26	LF	482	33.50	16,147.00
8" PVC Sewer Main SDR-18	LF	1288	33.50	43,148.00
Connect to Existing Main	EA	1	25,500.00	25,500.00
TV	LF	1770	2.50	4,425.00
<b>Laterals</b>				
8" PVC Sewer Service	EA	84	830.00	69,720.00
<b>Manholes</b>				
Type A Manhole 4'-6' Deep	EA	2	2,450.00	4,900.00
Type A Manhole 6'-8' Deep	EA	3	2,750.00	8,250.00
Type A Manhole 8'-10' Deep	EA	3	3,150.00	9,450.00
Type A Manhole 10'-12' Deep	EA	3	4,050.00	12,150.00
Type B Manhole 10'-12' Deep	EA	1	5,400.00	5,400.00
Adjustments/Inverts	EA	12	2,080.00	24,960.00
<b>TOTAL SANITARY SEWER</b>				<b>224,050.00</b>
<b>Water</b>				
10" Directional Drill HPDE DR-11	LF	56	400.00	22,400.00
8" PVC Water Main DR-25 C-900	LF	1,825	28.00	51,100.00
8" Tapping Valve & Sleeve	EA	1	3,150.00	3,150.00
8" Gate Valves	EA	4	1,100.00	4,400.00
8" Fittings	EA	18	400.00	7,200.00
Fire Hydrants w/Gate Valves	EA	4	3,800.00	15,200.00
Long Water Services	EA	21	1,150.00	24,150.00
Short Water Services	EA	21	825.00	17,325.00
Testing	EA	1	3,460.00	3,460.00
<b>TOTAL WATER</b>				<b>148,385.00</b>

*St. Johns County Board of County Commissioners*

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UTILITY DEPARTMENT  
Engineering Division

1205 STATE ROAD 16  
SAINT AUGUSTINE, FLORIDA  
32084-8646



PHONE: (904) 209-2700  
FAX: (904) 209-2601

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INTEROFFICE MEMORANDUM

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TO: NANETTE BRADBURY, REAL ESTATE COORDINATOR  
FROM: VICKIE BATTELL, CONSTRUCTION TECH, ENGINEERING  
THROUGH: ROBERT ZAMMATARO, CHIEF ENGINEER - DEVELOPMENT  
SUBJECT: EASEMENT AND BILL OF SALE FOR OLD MOULTRIE VILLAGE  
DATE: JUNE 10, 2008

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

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.