

RESOLUTION NO. 2008- 219

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING FIVE EASEMENTS FOR UTILITIES FOR WATER SERVICES TO FLAGLER PROFESSIONAL CENTER LOCATED OLD MOULTRIE ROAD.

RECITALS

WHEREAS, Flagler Whitehall Office and Storage, LLC, a Florida limited liability company, has executed and presented to the County five Easements for Utilities for water services, attached hereto as Exhibit "A", "B", "C", "D", and "E", incorporated by reference and made a part hereof, to serve Flagler Professional Center located on Old Moultrie Road;. The Easements were recorded by the developer in error prior to being submitted to the County; and

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

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 five Easements for Utilities are hereby accepted by the Board of County Commissioners.

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

PASSED AND ADOPTED this 19th day of August, 2008.



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

By: *Thomas G. Manuel*
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

By: *Pam Halterman*
Deputy Clerk

RENDITION DATE 8/25/08

THIS INSTRUMENT PREPARED BY:

GEORGE ERICKSON, SR
6170 ST. ANDREWS COURT
PUNTE VEDRA, FL 32082

Public Records of
St. Johns County, FL
Clerk # 2008036263,
O.R. 3098 PG 115-118
06/26/2008 at 11:51 AM,
REC. \$17.00 SUR. \$18.50
Doc. D \$.70

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16th day of JUNE, 2008
By FLACER WHITEHALL PROPERTIES, LLC with an address of 6170 ST. ANDREWS COURT PUNTE VEDRA, FL 32082
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 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.

(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:

Donna L. Watkins
Witness

Donna L. Watkins
Witness Print Name

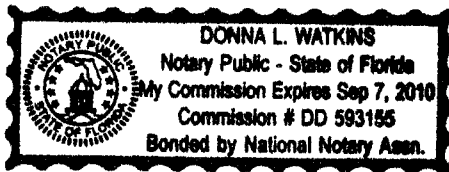
Rebecca L. Hendrick
Witness

Rebecca L. Hendrick
Witness Print Name

By: George Erickson, Sr.
Its: Managing Member
GEORGE ERICKSON, SR

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of June, 2008 by George Erickson who has produced FD. Drivers Lic. as identification or is personally known to me.



Donna L. Watkins
Notary Public, State of Florida

Print Name

Commission Expires

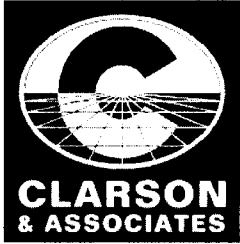


EXHIBIT "A" to Easement

CLARSON & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207

PHONE: 396-2623
FAX: 396-2633

JUNE 11, 2008

WATER METER EASEMENT ADJACENT TO BUILDING #5 AT FLAGLER
PROFESSIONAL CENTER, ST. JOHNS COUNTY, FLORIDA

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND RUN SOUTH $04^{\circ} 39' 56''$ EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA POWER AND LIGHT UTILITY EASEMENT (A 100 FOOT RIGHT OF AS NOW ESTABLISHED); THENCE NORTH $87^{\circ} 46' 28''$ EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 843.20 FEET; THENCE SOUTH $02^{\circ} 13' 32''$ EAST, A DISTANCE OF 45.40 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH $87^{\circ} 46' 28''$ EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH $02^{\circ} 13' 32''$ EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH $87^{\circ} 46' 28''$ WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH $02^{\circ} 13' 32''$ WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

THIS INSTRUMENT PREPARED BY:

GEORGE ERICKSON
6170 ST ANDREWS COURT
PUNTE VEDRA, FL 32084

Public Records of
St. Johns County, FL
Clerk # 2008036261,
O.R. 3098 PG 107-110
06/26/2008 at 11:51 AM,
REC. \$17.00 SUR. \$18.50
Doc. D \$70

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16th day of JUNE, 2008
By FRAGER WHITEHALL OFFICE, LLC with an address of 6170 ST ANDREWS CT, PUNTE VEDRA, FL 32084
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 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.

(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:

Donna L. Watkins
Witness

Donna L. Watkins
Witness Print Name

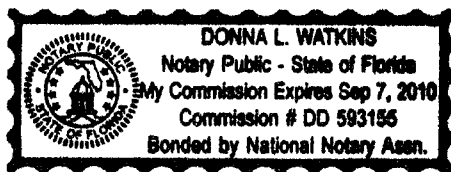
Rebecca L. Hendrian
Witness

Rebecca L. Hendrian
Witness Print Name

By: George Erickson
Its: Managing Member
GEORGE ERICKSON, SP.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of June, 2008 by George Erickson who has produced FD Drivers Lic. as identification or is personally known to me.



Donna L. Watkins
Notary Public, State of Florida

Print Name

Commission Expires

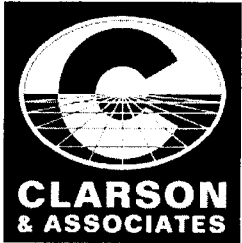


EXHIBIT "A" to Easement

CLARSON & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207

PHONE: 396-2623
FAX: 396-2633

JUNE 11, 2008

WATER METER EASEMENT ADJACENT TO PUMP STATION AT FLAGLER
PROFESSIONAL CENTER, ST. JOHNS COUNTY, FLORIDA

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND RUN SOUTH $04^{\circ} 39' 56''$ EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA POWER AND LIGHT UTILITY EASEMENT (A 100 FOOT RIGHT OF AS NOW ESTABLISHED); THENCE NORTH $87^{\circ} 46' 28''$ EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1494.60 FEET; THENCE SOUTH $02^{\circ} 13' 32''$ EAST, A DISTANCE OF 47.50 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH $87^{\circ} 46' 28''$ EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH $02^{\circ} 13' 32''$ EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH $87^{\circ} 46' 28''$ WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH $02^{\circ} 13' 32''$ WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

Exhibit "C" to Resolution
THIS INSTRUMENT PREPARED BY:

GEORGE ERICKSEN, SR
6170 ST. ANDREWS COURT
PONTE VEDRA, FL 32082

Public Records of
St. Johns County, FL
Clerk # 2008036264,
O.R. 3098 PG 119-122
06/26/2008 at 11:51 AM,
REC. \$17.00 SUR. \$18.50
Doc. D \$.70

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16th day of JUNE, 2008
By FLAGGER WHITEHALL OFFICE, LLC with an address of 6170 ST. ANDREWS CT PONTE VEDRA, FL
hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political 32082
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 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.

(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:

Donna L. Watkins
Witness

Donna L. Watkins
Witness Print Name

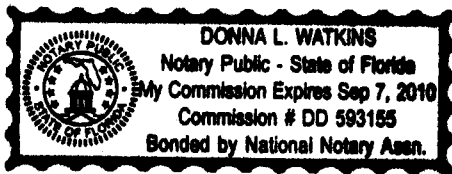
Rebecca L. Hendrian
Witness

Rebecca L. Hendrian
Witness Print Name

By: George Erickson, Sr.
Its: Managing Member
GEORGE ERICKSON, SR

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of June, 2008 by George Erickson who has produced Fd. Drivers Lic. as identification or is personally known to me.

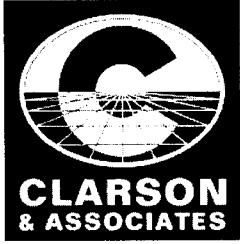


Donna L. Watkins
Notary Public, State of Florida

Print Name

Commission Expires

EXHIBIT "A" to Easement



CLARSON & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207

PHONE: 396-2623
FAX: 396-2633

JUNE 11, 2008

**WATER METER EASEMENT ADJACENT TO BUILDING #2 AT FLAGLER
PROFESSIONAL CENTER, ST. JOHNS COUNTY, FLORIDA**

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND RUN SOUTH 04° 39' 56" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA POWER AND LIGHT UTILITY EASEMENT (A 100 FOOT RIGHT OF AS NOW ESTABLISHED); THENCE NORTH 87° 46' 28" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1255.20 FEET; THENCE SOUTH 02° 13' 32" EAST, A DISTANCE OF 47.30 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 87° 46' 28" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 02° 13' 32" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 87° 46' 28" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 02° 13' 32" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

THIS INSTRUMENT PREPARED BY:

GEORGE ERICKSON, SR.
6170 ST. ANDREWS COURT
PONTE VEDRA, FL 32082

Public Records of
St. Johns County, FL
Clerk # 2008036260,
O.R. 3098 PG 103-106
06/26/2008 at 11:51 AM,
REC. \$17.00 SUR. \$18.50
Doc. D \$.70

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16th day of JUNE, 2008
By FLAGER WHITEHILL OFFICE, LLC with an address of 6170 ST. ANDREWS COURT, PONTE VEDRA, FL 32082
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 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.

(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:

Donna L. Watkins
Witness

Donna L. Watkins
Witness Print Name

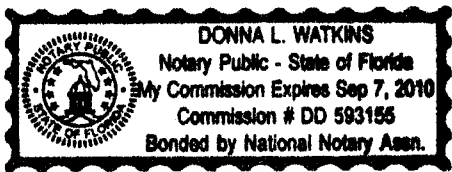
Rebecca L. Hendrian
Witness

Rebecca L. Hendrian
Witness Print Name

By: George Erickson, Sr.
Its: Managing Member
GEORGE ERICKSON, SR

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of June, 2008 by George Erickson who has produced FL Drivers Lic. as identification or is personally known to me.



Donna L. Watkins
Notary Public, State of Florida

Print Name

Commission Expires

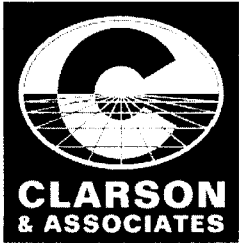


EXHIBIT "A" to Easement

CLARSON & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207

PHONE: 396-2623
FAX: 396-2633

JUNE 11, 2008

**WATER METER EASEMENT ADJACENT TO BUILDING # 3 AT FLAGLER
PROFESSIONAL CENTER, ST. JOHNS COUNTY, FLORIDA**

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND RUN SOUTH 04° 39' 56" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA POWER AND LIGHT UTILITY EASEMENT (A 100 FOOT RIGHT OF AS NOW ESTABLISHED); THENCE NORTH 87° 46' 28" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1112.10 FEET; THENCE SOUTH 02° 13' 32" EAST, A DISTANCE OF 46.40 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 87° 46' 28" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 02° 13' 32" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 87° 46' 28" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 02° 13' 32" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

THIS INSTRUMENT PREPARED BY:

GEORGE ERICKSON, SR
6170 ST. ANDREWS CT.
PUNTE VEDRA, FL 32082

Public Records of
St. Johns County, FL
Clerk # 2008036262,
O.R. 3098 PG 111-114
06/26/2008 at 11:51 AM,
REC. \$17.00 SUR. \$18.50
Doc. D \$.70

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16th day of JUNE, 2008
By FRAGER WIRELESS TELEPHONE LLC with an address of 6170 ST ANDREWS CT PUNTE VEDRA, FL 32082
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 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.

(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.

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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:

Donna L. Watkins
Witness

By: [Signature]
Its: Managing Member

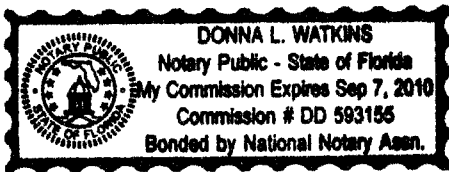
Donna L. Watkins
Witness Print Name

[Signature]
Witness

Rebecca L. Hendrian
Witness Print Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of June, 2008 by George Erickson who has produced FD Drivers Lic. as identification or is personally known to me.



Donna L. Watkins
Notary Public, State of Florida

Print Name

Commission Expires



EXHIBIT "A" to Easement

CLARSON & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207

PHONE: 396-2623
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JUNE 11, 2008

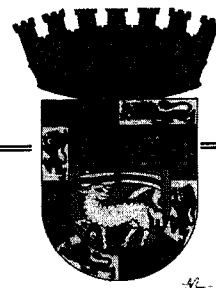
WATER METER EASEMENT ADJACENT TO BUILDING #4 AT FLAGLER
PROFESSIONAL CENTER, ST. JOHNS COUNTY, FLORIDA

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH $87^{\circ} 46' 28''$ EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH $02^{\circ} 13' 32''$ EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH $87^{\circ} 46' 28''$ WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH $02^{\circ} 13' 32''$ WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

St. Johns County Board of County Commissioners



UTILITY DEPARTMENT
Engineering Division

1205 STATE ROAD 16
SAINT AUGUSTINE, FLORIDA
32084-8646

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

INTEROFFICE MEMORANDUM

TO: NANETTE BRADBURY, REAL ESTATE COORDINATOR
FROM: VICKIE BATTELL, CONSTRUCTION TECH, ENGINEERING
THROUGH: ROBERT ZAMMATARO, CHIEF ENGINEER - DEVELOPMENT
SUBJECT: EASEMENT FOR FLAGLER PROFESSIONAL CENTER
DATE: JULY 14, 2008

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

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.