

RESOLUTION NO. 2008- 220

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING FIVE EASEMENTS FOR UTILITIES FOR WATER AND SEWER SERVICE FOR EXISTING FACILITIES AT OCEAN HOUSE, TRADEWINDS, SAND DOLLAR I, AND QUAIL HOLLOW ON THE OCEAN SOUTH CONDOMINIUMS.

RECITALS

WHEREAS, St. Johns County Utility Department merged with Anastasia Sanitary District ("ASD") in 1991. Upon review of the records there are several properties that had never granted an easement to ASD for utility purposes. Five of the representatives from these properties have executed and presented to the County Easements for utility services. There are a few remaining properties that are still in the process of granting the easements and will be presented at a future date for approval; and

WHEREAS, the following properties have executed and presented easements to the County for water and sewer services. Ocean House Condo, attached hereto as Exhibit "A", Tradewinds Condo, attached hereto as Exhibit "B" and "C", Sand Dollar I Condo, attached hereto as Exhibit "D" and Quail Hollow on the Ocean South, attached hereto as Exhibit "E", all incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept these Easements 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 Board of County Commissioners accepts the five above described Easements for Utilities.

Section 3. The Clerk of the Circuit Court is instructed to record the 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



Exhibit "A" to Resolution

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 25th day of April, 2008, by **CARL M. HERBERT, III, TRUSTEE OF THE CARL M. HERBERT REVOCABLE TRUST AGREEMENT**, dated February 3, 2000, with an address of 340 Cannady Court, Sandy Springs GA 30350, 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:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. 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.

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 is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do

not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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

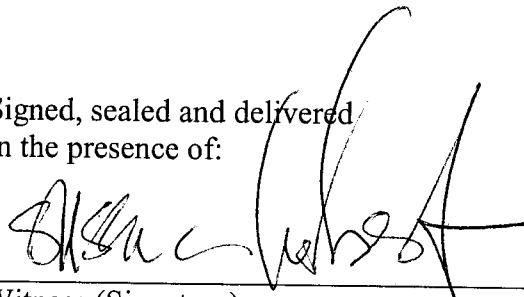
permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding 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.

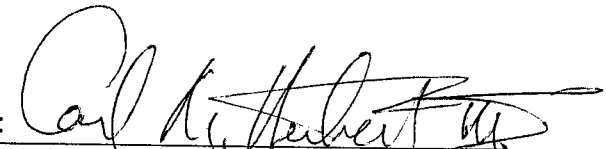
Signed, sealed and delivered
In the presence of:



Witness (Signature)

SUSAN C. HERBERT

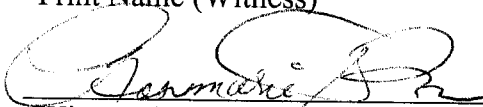
Print Name (Witness)

By: 

(Signature)

Carl M. Herbert, III, as Trustee of the Carl
M. Herbert Revocable Trust

Print Name and Title



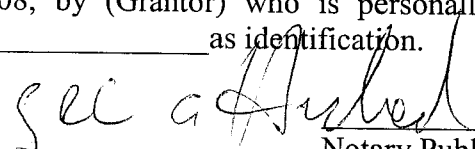
Witness (Signature)

Rosemarie S. Tagle

Print Name (Witness)

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by (Grantor) who is personally known to me or has produced _____ as identification.



Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco

On 4/25/08 before me, Rebecca L. Voigt, Notary Public
(Here insert name and title of the officer)

personally appeared Carl M. Herbert, III

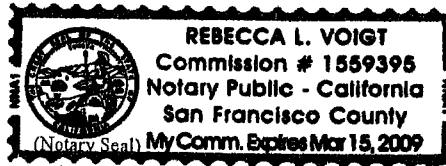
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rebecca L. Voigt

Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Easement for Utilities

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A" TO EASEMENT

PARCEL 3

LEGAL DESCRIPTION FOR UTILITIES EASEMENT

A PART OF SECTION 11, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 2661, PAGE 1452 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 11 WITH THE EAST LINE OF THE 100 FOOT WIDTH RIGHT OF WAY FOR STATE ROAD NO. A1A; THENCE SOUTH 14°31'00" EAST, ON SAID EAST LINE OF RIGHT OF WAY, A DISTANCE OF 753.67 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 230, PAGE 839 THE POINT OF BEGINNING; THENCE NORTH 14°31'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 5.43 FEET; THENCE NORTH 75°29'00" EAST, DEPARTING FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 14°31'00" EAST A DISTANCE OF 5.66 FEET; THENCE SOUTH 76°20'49" WEST, AND ALONG THE NORTHERLY LINE OF THOSE AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS 230, PAGE 839, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 83 SQUARE FEET, MORE OR LESS.

Exhibit "B" to Resolution

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7th day of February, 2008, by **BILTMORE CORPORATION OF GAINESVILLE**, a Florida Corporation with an address of 4907 NW 43rd Street, Suite F, Gainesville, FL 32606, 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:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. 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.

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 is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate,

maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals, The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 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:

[Signature]
Witness (Signature)

CARL L JOHNSON
Print Name (Witness)

[Signature]
Witness (Signature)

Lisa Taylor
Print Name (Witness)

For Biltmore Corporation of Gainesville:
By: [Signature]
(Signature)

John M Pla, President
Print Name and Title

State of Florida
County of ~~St. Johns~~ Alachua

The foregoing instrument was acknowledged before me this 7th day of February, 2008, by John M Pla, as President of Biltmore Corporation of Gainesville ~~Crescent Beach Properties, Inc.~~, who is personally known to me or has produced [Signature] as identification.

[Signature]
Notary Public

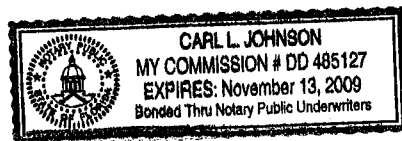


EXHIBIT "A" to Easement

LEGAL DESCRIPTION FOR UTILITIES EASEMENT

PARCEL "A"

A PART OF LOT 46 OF BOYS WORK INCORPORATED SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 2305, PAGE 599 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT WHERE THE NORTH LINE OF LOT 47 MEETS THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. A1A; THENCE NORTH 14°31'00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 4.00 FEET; THENCE NORTH 72°58'06" EAST, A DISTANCE OF 13.72 FEET; THENCE SOUTH 14°31'00" EAST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 72°58'06" WEST, A DISTANCE OF 13.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 55 SQUARE FEET, MORE OR LESS.

Exhibit "C" to Resolution

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 29th day of October, 2007, by **CRESCENT BEACH PROPERTIES, INC.**, with an address of 7750 A1A South, Trade-Winds Condo A1A South Unit #121, St. Augustine, Florida, 32080, 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:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. 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.

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 is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate,

maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals, The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 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:

Kathy Edwards
Witness (Signature)

Kathy Edwards
Print Name (Witness)

J.D. Hensley
Witness (Signature)

J.D. Hensley
Print Name (Witness)

For Crescent Beach Properties, Inc.:
By: [Signature]
(Signature)

Lester Weight Vice President
Print Name and Title

~~State of Florida~~ STATE of Georgia
~~County of St. Johns~~ County of WAYNE

The foregoing instrument was acknowledged before me this 29th day of October, 2007, by _____, as _____ of Crescent Beach Properties, Inc., who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

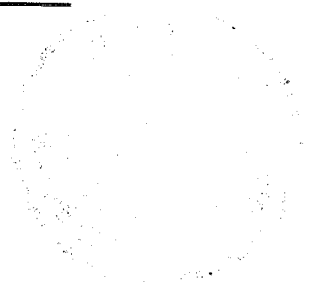


EXHIBIT "A" to Easement

LEGAL DESCRIPTION FOR UTILITIES EASEMENT

PARCEL "B"

A PART OF LOT 47 OF BOYS WORK INCORPORATED SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 239, PAGE 599 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT WHERE THE NORTH LINE OF LOT 47 MEETS THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A1A; THENCE NORTH 72°58'06" EAST, ALONG SAID NORTH LINE OF LOT 47, A DISTANCE OF 13.72 FEET; THENCE SOUTH 14°31'00" EAST, A DISTANCE OF 21.24 FEET; THENCE SOUTH 76°20'39" WEST, A DISTANCE OF 13.71 FEET; THENCE NORTH 14°31'00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 286 SQUARE FEET, MORE OR LESS.

Exhibit "D" to Resolution

Prepared by:

St. Johns County Real Estate Division

4020 Lewis Speedway

St. Augustine FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 1st day of November, 2007, by **SAND DOLLAR I, INC.**, with an address of 7990 Highway A1A South, St. Augustine, Florida, 32080, 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:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit "A" attached

hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. 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.

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 is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location

acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals, The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility

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:

Jennie Hoffman
Witness (Signature)

JENNIE HOFFMAN
Print Name (Witness)

Heather Boren
Witness (Signature)

HEATHER BOREN
Print Name (Witness)

For Sand Dollar I, Inc.:
By: David K. Sullivan
(Signature)

David K. Sullivan, President
Print Name and Title

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 9th day of November, 2007, by me, as _____ of Sand Dollar I, Inc., who is personally known to me or has produced D.L. as identification.


 Suzann Holbrook
Commission # DD342455
Expires: JULY 29, 2008
AARONNOTARY.COM

EXHIBIT "A" to Easement

LEGAL DESCRIPTION FOR UTILITIES EASEMENT

A PART OF GOVERNMENT LOT 2, SECTION 11, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING A PART OF OFFICIAL RECORDS 229, PAGE 696 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 1, IN SECTION 12, TOWNSHIP 9 SOUTH, RANGE 30 EAST, WITH THE EAST RIGHT OF WAY LINE FOR STATE ROAD NO. A1A, SAID RIGHT OF WAY BEING 100 FEET IN WIDTH; THENCE NORTH $17^{\circ}13'00''$ WEST, ON SAID RIGHT OF WAY LINE, A DISTANCE OF 2033.16 FEET TO THE POINT OF BEGINNING OF SAID OFFICIAL RECORDS 229, PAGE 696; THENCE CONTINUE NORTH $17^{\circ}13'00''$ WEST ON SAID RIGHT OF WAY LINE, A DISTANCE OF 3.28 FEET TO A POINT OF CURVE OF A CURVE TO THE RIGHT WITH A RADIUS OF 11,409.20 FEET; THENCE ON SAID CURVE AND ON SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $0^{\circ}01'20''$, AN ARC DISTANCE OF 4.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE CONTINUE ON SAID CURVE WITH A RADIUS OF 11,409.20 FEET, THROUGH A CENTRAL ANGLE OF $0^{\circ}06'55''$, AN ARC DISTANCE OF 22.96; THENCE NORTH $72^{\circ}53'03''$ EAST, LEAVING SAID RIGHT OF WAY LINE, A DISTANCE OF 25.50 FEET; THENCE SOUTH $17^{\circ}07'55''$ EAST, A DISTANCE OF 22.96 FEET; THENCE SOUTH $72^{\circ}53'03''$ WEST, A DISTANCE OF 25.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 586 SQUARE FEET, MORE OR LESS.

Exhibit "E" to Resolution

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 20 day of October, 2007, by **QUAIL HOLLOW ON THE OCEAN, SOUTH CONDOMINIUM ASSOCIATION, INC.**, with an address of 7990 Highway A1A South, St. Augustine, Florida, 32080, 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:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. 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.

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 is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate,

maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals, The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 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:

Gaura Kellan
Witness (Signature)

Laura Kelley
Print Name (Witness)

Judy Alligood
Witness (Signature)

Judy S. Alligood
Print Name (Witness)

For Quail Hollow On The Ocean, South
Condominium Association, Inc.:

By: Michael J. Katoch
(Signature)

Michael J. Katoch
Print Name and Title President

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 20 day of October, 2007, by Michael J. Katoch, as President of Quail Hollow on the Ocean, South Condominium Association, Inc., who is personally known to me or has produced _____ as identification.

Judy Alligood
Notary Public

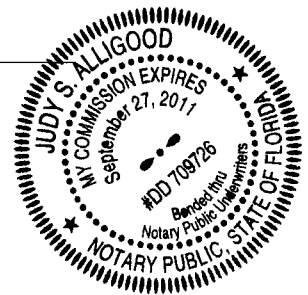


EXHIBIT "A" to Easement

LEGAL DESCRIPTION FOR UTILITIES EASEMENT

A PART OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING A PART OF OFFICIAL RECORDS 220, PAGE 576 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET AT A CONCRETE MONUMENT STAMPED "894" AND AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION CONTROL SURVEY MAP OF STATE ROAD NO. A1A, (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SECTION 78040-1511, SHEET 6 OF 14, AS A CONCRETE MONUMENT "394," SAID POINT LYING ON THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. A1A, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF QUAIL HOLLOW CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS 249, PAGE 104 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, CHORD BEARING OF NORTH 09°55'09" WEST AND A CHORD DISTANCE OF 302.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06°50'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 185.51 FEET; THENCE NORTH 83°09'34" EAST DEPARTING FROM SAID RIGHT OF WAY, A DISTANCE OF 94.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06°50'26" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 83°09'34" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 06°50'26" EAST A DISTANCE OF 35.00; THENCE SOUTH 83°09'34" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,050 SQUARE FEET, MORE OR LESS.