

RESOLUTION NO. 2008-340

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO SHOPPES OF VALENCIA LOCATED OFF OF EAST WATSON ROAD, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE EASEMENT AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER SYSTEM.

RECITALS

WHEREAS, Watson Rd., LLC and Elliott Ettlinger have executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water service to Shoppes of Valencia located off of East Watson Road; and

WHEREAS, Watson Road, LLC has executed a Bill of Sale and schedule of values conveying all personal property associated with the water system which is attached hereto as Exhibit "B", incorporated by reference and made a part hereof.; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, to the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

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

Section 2. The above described Easement for Utilities and Bill of Sale attached and incorporated hereto, are hereby accepted by the Board of County Commissioners and the County Administrator is authorized to execute said Easement.

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

PASSED AND ADOPTED this 2nd day of December, 2008.



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

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halteman
Deputy Clerk

RENDITION DATE 12/4/08

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 12 day of October, 2008 by **WATSON RD. LLC**, a Florida limited liability company, with an address of 2024 Herschel Street, Jacksonville, Florida 32204 ("Watson"), and **ELLIOTT ETTLINGER**, an individual, with an address of 1230 Ocean Boulevard, Atlantic Beach, Florida 32233 ("Ettlenger"), hereinafter collectively called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine Florida 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. Watson is the owner of the property described in Exhibit "A" attached hereto.
2. Ettlenger is the owner of the property described in Exhibit "B" attached hereto.
3. With regard to the property owned by each respective Grantor, 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 meters and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property delineated on Exhibit "C" attached hereto and described therein as Easement "A", Easement "B", Easement "C" and Easement "D" (collectively, the "Easement Area"); together with rights of ingress and egress over the area noted as the Ingress/Egress Easement on the Exhibit "D" attached hereto (hereinafter referred to as "Ingress/Egress Easement Area") to access the Easement Area 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 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, the Utility Lines and Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices, to approve the location of such above ground installation in its reasonable discretion.

(c) The easement 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 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 and Ingress/Egress Easement Area, if necessary, 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 (i) the use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor, and (ii) any rights set forth in that certain Reciprocal Easement and Development Agreement dated December 14, 2006, and recorded as Instrument Number 2006091400 in Official Records Book 2836, page 674 of the public records of St. Johns County, Florida, as amended.

2. The Grantee shall maintain all water meters and other Utility Lines and Associated Equipment. 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 Easement For Utilities shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. Whenever a transfer of ownership of any portion of the Easement Area or Ingress/Egress Easement Area takes place, liability of the transferor for any breach of any covenant hereunder occurring thereafter automatically terminates.

6. This Agreement shall be construed and enforced according to the laws of the State of Florida.

7. The rule of strict construction does not apply to this instrument. This instrument shall be given a reasonable construction so that the intention of Grantor to confer a usable right of enjoyment of the easement is carried out.

8. The address of Grantor and Grantee is as set forth in the initial paragraph. Either party may give written notice of change of address with the other. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. post office receptacle shall be evidence of such mailing.

9. The easements granted herein are granted only for the benefit of the Grantee, and are not intended for the use or benefit of any other real property nor is it for the use or benefit of any person or entity other than as set forth herein. The Grantee herein may terminate this instrument by recording a release in recordable form, with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties, and liabilities hereby created shall terminate. For convenience, such instrument may run to "the owner or owners and parties interested" in the Easement Area or Ingress/Egress Easement Area.

10. The parties hereto agree that the entire agreement between the parties with respect to the Easement Area and Ingress/Egress Easement Area is set forth in this instrument. This Agreement may be amended only by an instrument in writing and signed by the persons who are the then owners of the fee simple title to the Easement Area, Ingress/Egress Easement Area and by the Grantee.

11. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

12. For the purposes of the terms and conditions of this Easement For Utilities, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed by its duly authorized representative as of the day and year first above written.

“GRANTOR”

Signed, sealed and delivered
the presence of:

WATSON RD. LLC, a Florida limited In
liability company

Craig Johnson
Witness

By: [Signature]
Name: Thomas J. Purdie
Its: Managing Member

CRAIG JOHNSON
Print Name

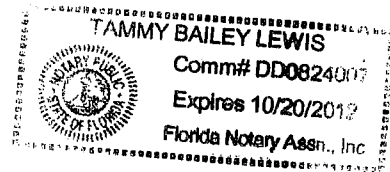
[Signature]
Witness

D. Glynn Taylor, PE
Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 23 day of October, 2008, by Thomas J. Purdie, the Managing Member of Watson Rd. LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced known to me as identification.

Tammy Bailey Lewis
Notary Public



Signed, sealed and delivered
the presence of:

Craig Johnson
Witness

Elliott Ettlenger
ELLIOTT ETLINGER

CRAIG JOHNSON
Print Name

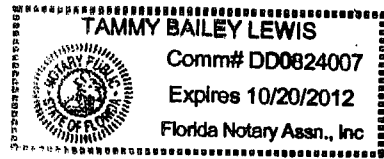
[Signature]
Witness

D. Glynn Taylor, P.E.
Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 23rd day of October, 2008, by Elliott Ettlenger. He is personally known to me or has produced known to me as identification.

Tammy Bailey Lewis
Notary Public



"GRANTEE"

Signed, sealed and delivered
In the presence of:

ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

Michael D. Wanchick

By: _____

Its: County Administrator

Witness

Print Name

Witness

Print Name

State of Florida

County of St. Johns

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Michael D. Wanchick, County Administrator who is personally known to me or has produced _____ as identification.

Notary Public

A parcel of land situated in Section 19, Township 8 South, Range 30 East, St. Johns County, Florida and being a part of MOULTRIE HEIGHTS as recorded in Map Book 4, Page 51, of the Public Records of Saint Johns County, and being more particularly bounded and described as follows:

Commence at the intersection of the South right of way line of Watson Road (a 66-foot right of way) and the East right of way line of U.S. Highway No. 1 (200-foot right of way); thence South $01^{\circ} 11' 19''$ West along said East right of way line of U.S. Highway No. 1, a distance of 14.10 feet to the Point of Beginning for the herein described parcel; thence South $81^{\circ} 56' 13''$ East, 772.51 feet; thence South $08^{\circ} 03' 46''$ West, 669.60 feet to the North line of Lot "II" of said MOULTRIE HEIGHTS; thence North $81^{\circ} 57' 47''$ West along the North line of Lots "II", "HH", "GG", "FF", "Q", and its projection through Johnson Avenue, all as depicted on the plat of said MOULTRIE HEIGHTS, 691.90 feet to the said East right of way line of U.S. Highway No. 1; thence North $01^{\circ} 11' 19''$ East along said right of way line of U.S. Highway No. 1, a distance of 673.65 feet to the Point of Beginning. LESS AND EXCEPT RIGHT OF WAY FOR JOHNSON AVENUE.

ALSO LESS AND EXCEPT the following described parcel deeded to St. Johns County, a political subdivision of the State of Florida, by that certain Special Warranty Deed recorded in Official Records Book 2406, Page 192, Public Records of St. Johns County, Florida:

A parcel of land situated in Section 19, Township 8 South, Range 30 East, St. Johns County, Florida and being part of MOULTRIE HEIGHTS, as recorded in Map Book 4, Page 51, Public Records of St. Johns County, Florida and being more particularly bounded and described as follows:

Commence at the intersection of the South right of way line of Watson Road and the East right of way line of U.S. Highway No. 1; thence South $81^{\circ} 56' 13''$ East along said South right of way line of Watson Road, a distance of 552.98 feet; thence South $08^{\circ} 47' 19''$ West, a distance of 14.00 feet to the Point of Beginning; thence South $81^{\circ} 56' 13''$ East, a distance of 40.0 feet; thence South $08^{\circ} 03' 47''$ West, a distance of 39.50 feet; thence North $81^{\circ} 56' 13''$ West, a distance of 40.0 feet; thence North $08^{\circ} 03' 47''$ East, a distance of 39.50 feet to the Point of Beginning.

ALSO LESS AND EXCEPT the following:
A parcel of land situated in Section 19, Township 8 South, Range 30 East, St. Johns County, Florida and being a part of MOULTRIE HEIGHTS as recorded in Map

Book 4, Page 51, of the Public Records of Saint Johns County, and being more particularly bounded and described as follows:

Commence at the intersection of the South right of way line of Watson Road (a 66-foot right of way) and the East right of way line of U.S. Highway No. 1 (200-foot right of way); thence South $01^{\circ}11'19''$ West along said East right of way line of U.S. Highway No. 1, a distance of 14.10 feet to the Point of Beginning for the herein described parcel; thence South $81^{\circ}56'18''$ East, 242.68 feet; thence South $01^{\circ}11'20''$ West, 281.09 feet; thence North $88^{\circ}48'41''$ West, 240.93 feet to the east right of way line of U.S. Highway No. 1; thence North $01^{\circ}11'19''$ East along said right of way line of U.S. Highway No. 1, a distance of 310.14 feet to the point of beginning.

ALSO LESS AND EXCEPT THE FOLLOWING:

A parcel of land situated in Section 19, Township 8 South, Range 30 East St. Johns County, Florida and being a part of Lot P, Moultrie Heights as recorded in Map Book 4, Page 51 of the public records of said St. Johns County and being more particularly bounded and described as follows:

Begin at the Southwest corner of said Lot P; thence N $01^{\circ}11'20''$ E, along the east Right-of-way line of U.S. Highway No.1 (a 200 foot right of way), a distance of 162.38 feet; thence S $88^{\circ}48'46''$ E, a distance of 254.44 feet; thence S $01^{\circ}11'19''$ W, a distance of 193.39 feet to the South line of said Lot P; thence N $81^{\circ}51'47''$ W, along said South line, a distance of 256.32 feet to the point of beginning.

The aforescribed parcel contains 1.039 acres more or less

EXHIBIT "B" to Easement

A parcel of land situated in Section 19, Township 8 South, Range 30 East St. Johns County, Florida and being a part of Lot P, Moultrie Heights as recorded in Map Book 4, Page 51 of the public records of said St. Johns County and being more particularly bounded and described as follows:

Begin at the Southwest corner of said Lot P; thence N 01°11'20" E, along the east Right-of-way line of U.S. Highway No.1 (a 200 foot right of way), a distance of 162.38 feet; thence S 88°48'46" E, a distance of 254.44 feet; thence S 01°11'19" W, a distance of 193.39 feet to the South line of said Lot P; thence N 81°51'47" W, along said South line, a distance of 256.32 feet to the point of beginning.

The aforescribed parcel contains 1.039 acres more or less

DESCRIPTION EASEMENT "A"

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 8 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA AND BEING A PART OF LOT P, MOULTRIE HEIGHTS AS RECORDED IN MAP BOOK 4, PAGE 51 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT P; THENCE N 01°11'20" E, ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 200 FOOT RIGHT OF WAY), A DISTANCE OF 673.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF WATSON ROAD, AS IT CURRENTLY EXISTS, THENCE SOUTH 81°56'12" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 242.68 FEET; THENCE SOUTH 01°11'20" WEST, A DISTANCE OF 281.09 FEET; THENCE SOUTH 00°56'37" WEST, A DISTANCE OF 81.01 FEET, TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°56'37" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°48'41" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°56'37" W, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°48'41" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 100 SQUARE FEET MORE OR LESS.

DESCRIPTION EASEMENT "B"

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 8 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA AND BEING A PART OF LOT P, MOULTRIE HEIGHTS AS RECORDED IN MAP BOOK 4, PAGE 51 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT P; THENCE N 01°11'20" E, ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 200 FOOT RIGHT OF WAY), A DISTANCE OF 673.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF WATSON ROAD, AS IT CURRENTLY EXISTS, THENCE SOUTH 81°56'12" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 292.74 FEET; THENCE SOUTH 08°05'26" WEST, A DISTANCE OF 93.71 FEET; THENCE SOUTH 19°14'58" WEST, A DISTANCE OF 38.50 FEET; THENCE SOUTH 01°11'20" WEST, A DISTANCE OF 260.01; THENCE SOUTH 88°48'41" EAST, A DISTANCE OF 21.26 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE NORTH 01°11'19" EAST, A DISTANCE OF 5.10 FEET; THENCE SOUTH 88°48'41" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01°11'19" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°48'41" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°11'19" EAST, A DISTANCE OF 14.90 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 400 SQUARE FEET MORE OR LESS.

DESCRIPTION EASEMENT "C"

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 8 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA AND BEING A PART OF LOT P, MOULTRIE HEIGHTS AS RECORDED IN MAP BOOK 4, PAGE 51 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT P; THENCE N 01°11'20" E, ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 200 FOOT RIGHT OF WAY), A DISTANCE OF 673.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF WATSON ROAD, AS IT CURRENTLY EXISTS, THENCE SOUTH 81°56'12" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 292.74 FEET; THENCE SOUTH 08°05'26" WEST, A DISTANCE OF 93.71 FEET; THENCE SOUTH 19°14'58" WEST, A DISTANCE OF 38.50 FEET; THENCE SOUTH 01°11'20" WEST, A DISTANCE OF 339.47 FEET; THENCE SOUTH 07°34'25" EAST, A DISTANCE OF 31.93 FEET; THENCE SOUTH 01°11'19" WEST, A DISTANCE OF 7.18 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 88°48'41" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01°11'19" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°48'41" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 01°11'19" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 100 SQUARE FEET MORE OR LESS.

DESCRIPTION EASEMENT "D"

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING A PART OF LOT P, MOULTRIE HEIGHTS AS RECORDED IN MAP BOOK 4, PAGE 51 OF THE PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT P; THENCE NORTH 01°11'20" EAST, ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1, AS IT CURRENTLY EXISTS, A DISTANCE OF 143.35 FEET; THENCE SOUTH 88°48'41" EAST, A DISTANCE OF 211.44 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND CHORD DISTANCE OF SOUTH 43°48'41" EAST, 42.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 47.12 FEET; THENCE SOUTH 01°11'19" WEST, A DISTANCE OF 27.75 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 01°42'16" WEST, A RADIAL DISTANCE OF 26.70 FEET AND HAVING A CHORD BEARING AND CHORD DISTANCE OF NORTH 61°35'25" EAST, 24.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 53°24'39", A DISTANCE OF 24.89 FEET; THENCE SOUTH 01°11'19" WEST, A DISTANCE OF 44.16 FEET; THENCE NORTH 88°48'41" WEST, A DISTANCE OF 17.13 FEET TO POINT OF BEGINNING FOR THE FOR THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 01°11'19" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°48'41" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 01°11'19" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°48'41" EAST, A DISTANCE OF 10.00 POINT OF BEGINNING

THE AFOREDESCRIBED PARCEL CONTAINS 100.00 SQUARE FEET, MORE OR LESS

Exhibit "D" to Easement

INGRESS/EGRESS EASEMENT Description

A parcel of land situated in Section 19, Township 8 South, Range 30 East, St. Johns County, Florida and being a part of Lot P, Moultrie Heights as recorded in Map Book 4, page 51 of the Public Records of said County and being more particularly bounded and described as follows:

COMMENCE at the Southwest corner of said Lot P; thence North $01^{\circ}11'20''$ East, along the East Right of Way Line of U.S. Highway No.1, as it currently exists, a distance of 162.38 feet to the POINT OF BEGINNING for the herein described Parcel; thence continue North $01^{\circ}11'20''$ East, along said East Right of Way Line, a distance of 38.06 feet; thence South $88^{\circ}48'41''$ East, a distance of 211.59 feet to a point of curvature to the left having a radius of 30.00 feet, a central angle of $90^{\circ}14'42''$, and a chord bearing and chord distance of North $46^{\circ}03'58''$ East, 42.52 feet; thence northeasterly along the arc a distance of 47.25 feet; thence North $00^{\circ}56'37''$ East, a distance of 151.87 feet; thence North $01^{\circ}11'20''$ East, a distance of 281.21 feet to the South Right of Way Line of Watson Road, as it currently exists; thence South $81^{\circ}56'14''$ East, along said South Right of Way Line, a distance of 50.06 feet; thence South $08^{\circ}05'26''$ West, a distance of 93.71 feet; thence South $19^{\circ}14'58''$ West, a distance of 38.50 feet; thence South $01^{\circ}11'20''$ West, a distance of 260.01 feet; thence South $88^{\circ}48'41''$ East, a distance of 21.26 feet; thence South $01^{\circ}11'19''$ West, a distance of 10.00 feet; thence North $88^{\circ}48'41''$ West, a distance of 21.26 feet; thence South $01^{\circ}11'20''$ West, a distance of 69.47 feet; thence South $07^{\circ}34'25''$ East, a distance of 31.93 feet; thence South $01^{\circ}11'19''$ West, a distance of 94.55 feet; thence North $88^{\circ}48'41''$ West, a distance of 27.13 feet; thence North $01^{\circ}11'19''$ East, a distance of 10.00 feet; thence South $88^{\circ}48'41''$ East, a distance of 17.13 feet; thence North $01^{\circ}11'19''$ East, a distance of 44.16 feet to the point of curvature of a non tangent curve to the right, of which the radius point lies North $55^{\circ}06'55''$ West, a radial distance of 26.70 feet and having a chord bearing and chord distance of South $61^{\circ}35'24''$ West, 24.00 feet; thence southwesterly along the arc, through a central angle of $53^{\circ}24'39''$, a distance of 24.89 feet; thence North $01^{\circ}11'19''$ East, a distance of 27.75 feet to a point of curvature to the left having a radius of 30.00 feet, a central angle of $90^{\circ}00'00''$, and a chord bearing and chord distance of North $43^{\circ}48'41''$ West, 42.43 feet; thence northwesterly along the arc a distance of 47.12 feet; thence North $88^{\circ}48'41''$ West, a distance of 211.44 feet to the POINT OF BEGINNING. The aforescribed Parcel contains 27,248.25 square feet or 0.63 acres, more or less

BILL OF SALE

Watson Road, LLC., a Florida Limited Liability Corporation, whose address is 2024 Herschel Street, Jacksonville, FL 32204, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers St. Johns County Florida, a political subdivision of the State of Florida, the following personal property:

The personal property, fixtures and equipment comprising the 10" water main extension within the East Watson Road Right of Way (the "Improvements") for Improvements within the Shoppes of Valencia project. All of the Improvements are included on the approved construction plan drawings prepared by Taylor & "White, Inc., titled Shoppes of Valencia Phase I issued for construction and marked approved by St. John's County on July 10, 2007 (the "Plans"). All of the Improvements are lying within the right-of-way of East Watson Road. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

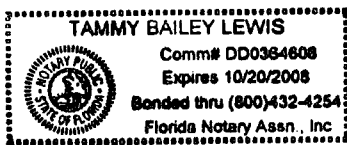
Watson Road, LLC, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the perusal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hands and seals, this 7th day of MARCH, 2008.

*Thomas Purdie, known to me,
appeared before me on March
7, 2008.*

Tammy Bailey Lewis

*Duval County
Florida.*



Watson Road, LLC

Tom Purdie
Its: Managing Member
Print: Mr. Tom Purdie



Schedule "A" to Bill of Sale
St. Johns County Utility Department
 Asset Management
 Schedule of Values

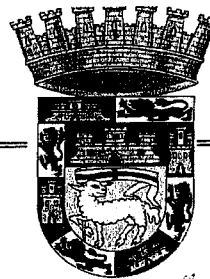
Project Name: Shoppes of Valencia
 Contractor: VJ Usina Contracting
 Developer: Watson Road, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
10" DR 18 PVC	LF	520	\$ 24.20	\$ 12,584.00
	LF		\$ -	\$ -
Water Valves (Size and Type)				
10" tapping valve	EA	1	\$ 1,732.84	\$ 1,732.84
10" x 8" tee	EA	1	\$ 326.48	\$ 326.48
12" x 10" tapping sleeve & valve w/ box	EA	1	\$ 2,537.00	\$ 2,537.00
8" MJ gate valve w/ box	EA	1	\$ 2,437.00	\$ 2,437.00
10" MJ 45 bend	EA	1	\$ 375.33	\$ 375.33
Hydrants Assembly (Size and Type)				
			\$ -	\$ -
Sevices (Size and Type)				
			\$ -	\$ -
Total Water System Cost			\$	19,992.65

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: Robert Zammataro, Chief Engineer - Development
SUBJECT: Shoppes of Valencia
DATE: October 31, 2008

Please present the easement, Bill of Sale and Utility Construction Value documents to the Board of County Commissioners (BCC) for final approval and acceptance of Shoppes of Valencia.

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.