

RESOLUTION NO. 2015- 43

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED CONVEYING A LIFT STATION SITE, AN EASEMENT FOR ACCESS AND UTILITIES AND A TEMPORARY EASEMENT FOR ACCESS AND UTILITIES TO SERVE WHISPER CREEK PHASE 1 UNITS A AND B .

RECITALS

WHEREAS, Six Mile Creek Investment Group, LLC, a Delaware limited liability company, has executed and presented to the County a Special Warranty Deed conveying a lift station site, attached hereto as Exhibit "A," and an Easement for Access and Utilities, attached hereto as Exhibit "B," and a Temporary Easement for Access and Utilities, attached hereto as Exhibit "C," incorporated by reference and made a part hereof, to serve to Whisper Creek Phase 1 Units A and B; and

WHEREAS, the Temporary Access and Utility Easement is required due to the right-of-way that provides access to the lift station is not platted. When the plat is approved the Easement will automatically terminate; and

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

WHEREAS, it is in the best interest of the County to accept the Special Warranty Deed and Easements for the health, safety and welfare of the citizens in that area.

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

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

Section 2. The above described Special Warranty Deed and Easements for Access and Utilities attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scrivener or administrative 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.

Section 4. The Clerk of the Circuit Court is instructed to record the original Special Warranty Deed and Easements for Access and Utilities in the Public Records of St. Johns County, Florida.

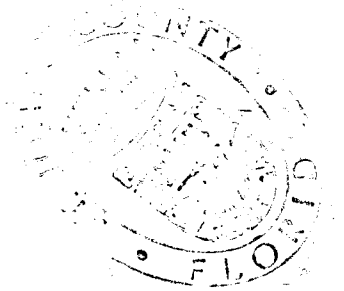
PASSED AND ADOPTED this 3rd day of March, 2015.

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

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk



RENDITION DATE 3/5/15

Prepared By:

Kathryn F. Whittington
Whittington Law, PLLC
24 Cathedral Place Suite 600
St. Augustine, Florida 32084

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the 16th day of January, 2015, by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, hereinafter called the Grantor, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in St. Johns County, State of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF ("THE PROPERTY").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, its successors and assigns and not otherwise; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company

Christian W. Kuhn
Print Name: Christian W. Kuhn

By: CWK
Print Name: CHRISTIAN W. KUHN
Its: Vice-President

Dawn J. Kell
Print Name: Dawn Kell

STATE OF FLORIDA }
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 16th day of January, 2015, by Christian Kuhn as the Vice-President of SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company, on behalf of the company.

Dawn J. Kell
Print Name: Dawn J. Kell
Notary Public
State of Florida at Large
Commission # FF 1166710
My Commission Expires: 10/07/18
Personally Known X or Produced ID
[check one of the above]
Type of Identification Produced



Exhibit "A" to Special Warranty Deed

November 4, 2014

Job No. 39648

Whisper Creek Lift Station No. 4

A portion of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

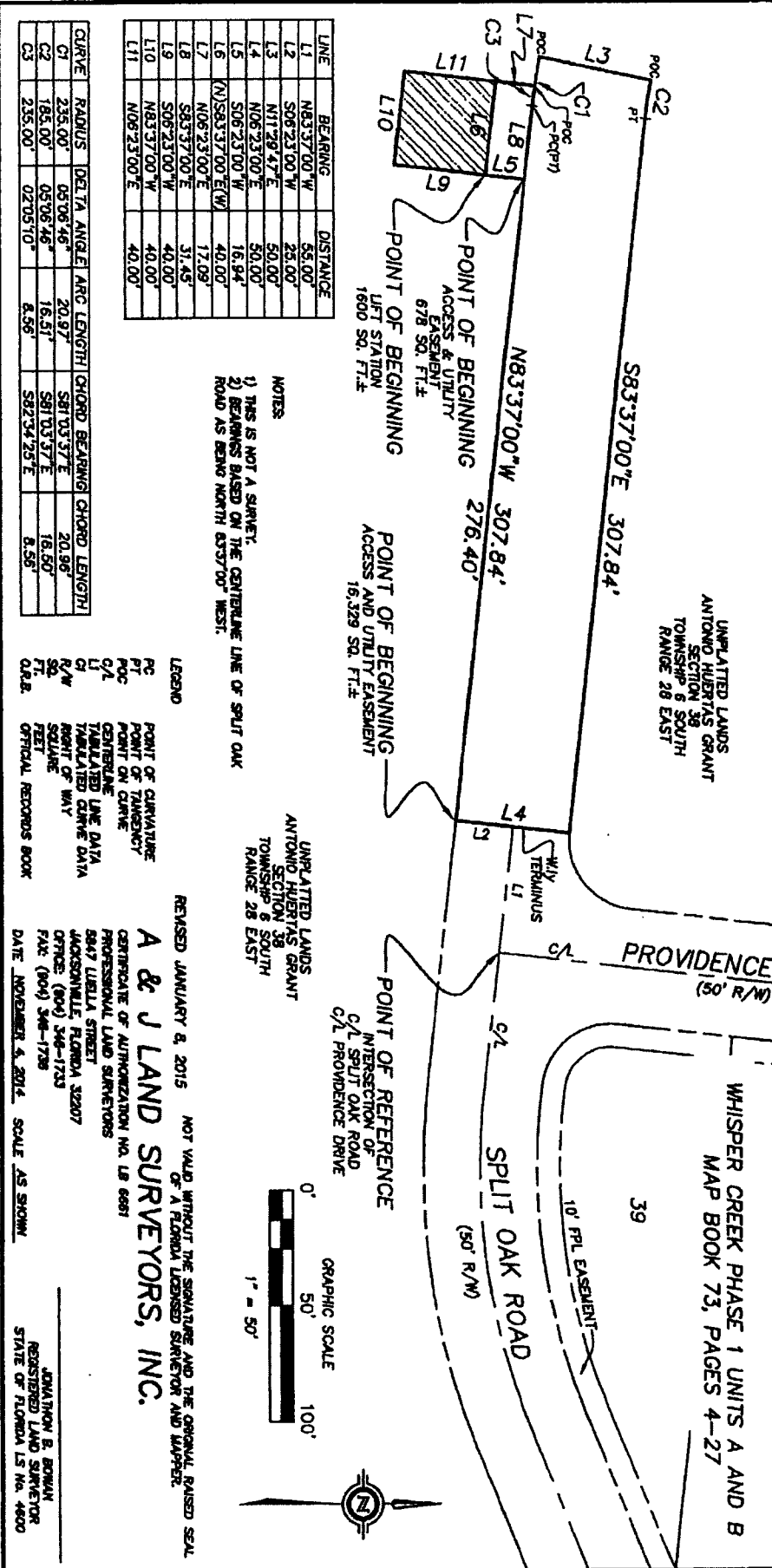
For a Point of Reference, commence at the centerline intersection of Split Oak Road, a 50 foot right of way as presently established and Providence Drive, a 50 foot right of way as presently established and shown on the plat of WHISPER CREEK PHASE 1 UNIT A and B, as shown on the plat thereof, recorded in Map Book 73, pages 4 through 27 of the Public Records of said St. Johns County, Florida ; thence North 83°37'00" West, along said centerline of Split Oak Road, 55.00 feet to the Westerly terminus of said Split Oak Road; thence South 06°23'00" West, along said Westerly terminus, 25.00 feet; thence North 83°37'00" West, 276.40 feet; thence South 06°23'00" West, 16.94 feet to the Point of Beginning.

From said Point of Beginning, thence South 06°23'00" West, 40.00 feet; thence North 83°37'00" West, 40.00 feet; thence North 06°23'00" East, 40.00 feet; thence South 83°37'00" East, 40.00 feet to the Point of Beginning.

Containing 1600 square feet, more or less.

MAP TO SHOW

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE	BEARING	DISTANCE
L1	N83°37'00"W	85.00'
L2	S06°23'00"W	25.00'
L3	N11°29'47"E	50.00'
L4	S06°23'00"E	50.00'
L5	S06°23'00"W	16.94'
L6	N/S83°37'00"E(W)	40.00'
L7	N06°23'00"E	17.09'
L8	S83°37'00"E	31.43'
L9	S06°23'00"W	40.00'
L10	N83°37'00"W	40.00'
L11	N06°23'00"E	40.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	235.00'	05°06'46"	20.97'	S81°03'37"E	20.96'
C2	185.00'	05°06'46"	16.51'	S81°03'37"E	16.50'
C3	235.00'	02°05'10"	8.96'	S82°34'25"E	8.95'

- NOTES
- 1) THIS IS NOT A SURVEY.
 - 2) BEARINGS BASED ON THE CENTRELINE LINE OF SPLIT OAK ROAD AS BEING NORTH 83°37'00" WEST.

LEGEND

PC POINT OF CURVATURE

PT POINT OF TANGENCY

POC POINT ON CURVE

C/L CENTRELINE

LI TANGENT LINE DATA

LI TANGENT CURVE DATA

R/W RIGHT OF WAY

SO SQUARE

FT. FEET

O.R.B. OFFICIAL RECORDS BOOK

REVISED JANUARY 8, 2015 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

A & J LAND SURVEYORS, INC.

CENTRAL OFFICE OF AUTHORIZATION NO. LB 6661

PROFESSIONAL LAND SURVEYORS

9847 LIBELLA STREET

JACKSONVILLE FLORIDA 32207

PHONE: (904) 246-1733

FAX: (904) 246-1738

DATE: NOVEMBER 5, 2014. SCALE AS SHOWN.

JONATHAN B. BOWMAN
REGISTERED LAND SURVEYOR
STATE OF FLORIDA LICENSE NO. 4600

Prepared By:

Kathryn F. Whittington
Whittington Law, PLLC
24 Cathedral Place, Suite 600
St. Augustine, Florida 32084

EASEMENT FOR ACCESS AND UTILITIES

THIS EASEMENT executed and given this 16th day of JANUARY, 2015 by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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, gravity sewer collection system, & sewer force mains 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 and depicted on Exhibit B attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, 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. (a) **WATER SYSTEM** - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor or Grantor's

successors and assigns will indemnify and hold Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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.

GRANTOR:

Signed, sealed and delivered in the presence of:

SIX MILE CREEK INVESTMENT GROUP, LLC a Delaware limited liability company

Christian W. Kuhn
Print Name: Christian W. Kuhn

By: Christian W. Kuhn
Print Name: CHRISTIAN W. KUHN
Its: Vice-President

Dawn J. Kell
Print Name: Dawn Kell

STATE OF FLORIDA }
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 16th day of January 2015, by Christian Kuhn, as the Vice-President of SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company, on behalf of the company.

Dawn J. Kell
Print Name: Dawn J. Kell
Notary Public
State of Florida at Large
Commission # FF 1166710
My Commission Expires: 10/7/18
Personally Known or Produced ID
[check one of the above]
Type of Identification Produced

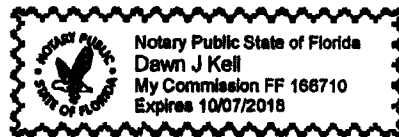


Exhibit "A" to Easement

November 4, 2014

Job No. 39648

Whisper Creek Access & Utility Easement

A portion of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the centerline intersection of Split Oak Road, a 50 foot right of way as presently established and Providence Drive, a 50 foot right of way as presently established and shown on the plat of WHISPER CREEK PHASE 1 UNITS A and B, as shown on the plat thereof, recorded in Map Book 73, pages 4 through 27 of the Public Records of said St. Johns County, Florida; thence North 83°37'00" West, along said centerline of Split Oak Road, 55.00 feet to the Westerly terminus of said Split Oak Road; thence South 06°23'00" West, along said Westerly terminus, 25.00 feet; thence North 83°37'00" West, 276.40 feet to the Point of Beginning.

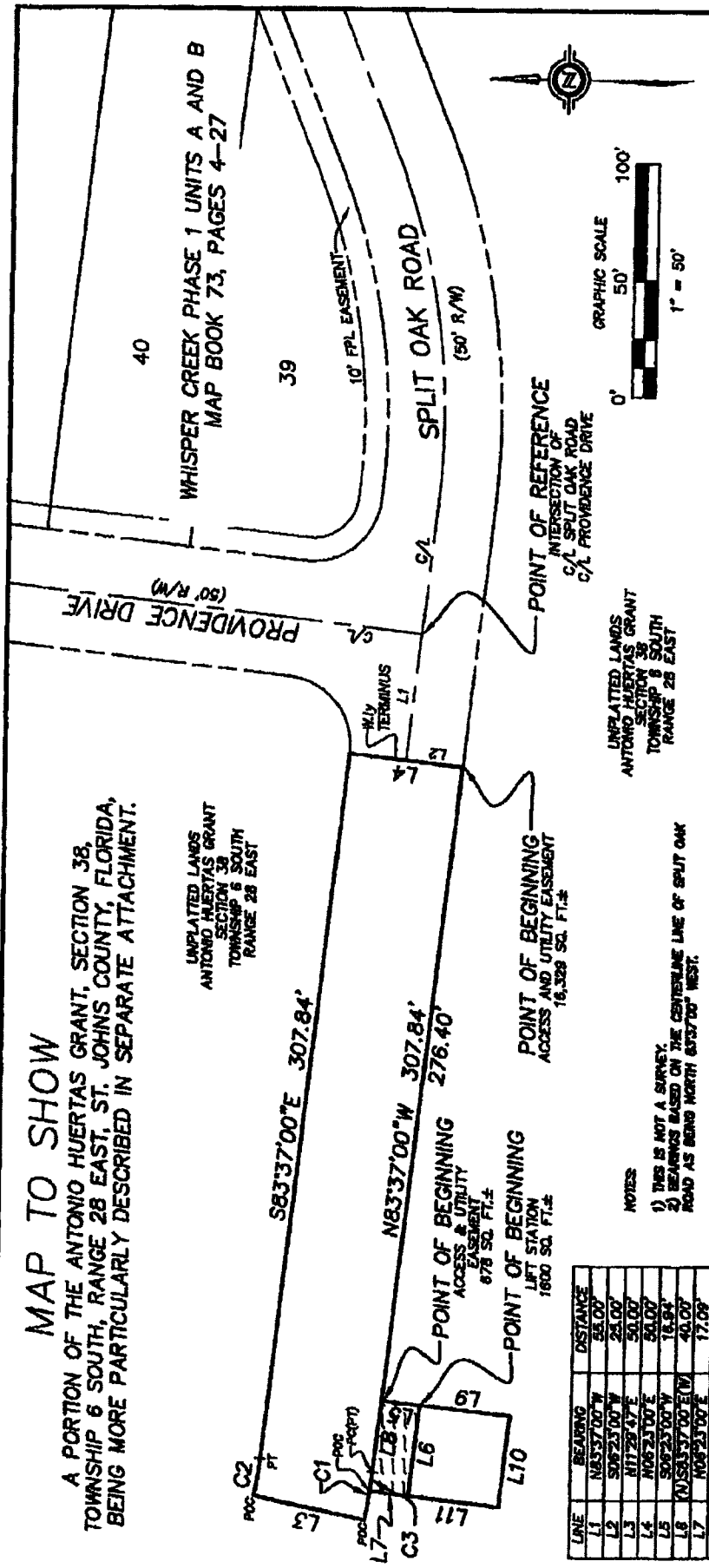
From said Point of Beginning, thence South 06°23'00" West, 16.94 feet; thence North 83°37'00" West, 40.00 feet; thence North 06°23'00" East, 17.09 feet to a point on a curve concave Northerly having a radius of 235.00 feet; thence Easterly along the arc of said curve, through a central angle of 02°05'10", an arc length of 8.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 82°34'25" East, 8.56 feet; thence South 83°37'00" East, 31.45 feet to the Point of Beginning.

Containing 678 square feet, more or less.

MAP TO SHOW

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

UNPLATTED LANDS
ANTONIO HUERTAS GRANT
SECTION 38
TOWNSHIP 6 SOUTH
RANGE 28 EAST



POINT OF REFERENCE
INTERSECTION OF
C/L SPLIT OAK ROAD
C/L PROVIDENCE DRIVE

POINT OF BEGINNING
ACCESS AND UTILITY EASEMENT
16,328 SQ. FT.±

POINT OF BEGINNING
LIFT STATION
1600 SQ. FT.±

UNPLATTED LANDS
ANTONIO HUERTAS GRANT
SECTION 38
TOWNSHIP 6 SOUTH
RANGE 28 EAST

NOTES
1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE CENTERLINE LINE OF SPLIT OAK ROAD AS BEING NORTH 63°57'00" WEST.

LINE	BEARING	DISTANCE
L1	N83°37'00" W	25.00'
L2	S06°23'00" W	25.00'
L3	N11°29'47" E	50.00'
L4	N08°23'00" E	50.00'
L5	S06°23'00" W	16.84'
L6	(N)S83°37'00" E (W)	40.00'
L7	N08°23'00" E	17.08'
L8	S83°37'00" E	51.45'
L9	S06°23'00" W	40.00'
L10	N83°37'00" W	40.00'
L11	N08°23'00" E	40.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD	BEARING	CHORD LENGTH
C1	233.00'	02°08'45"	20.87'	581°03'37" E	20.86'	
C2	183.00'	02°08'45"	16.91'	581°03'37" E	16.90'	
C3	233.00'	02°08'45"	20.87'	581°03'37" E	20.86'	

REVISED JANUARY 6, 2015 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6881
PROFESSIONAL LAND SURVEYORS
8047 LIEBELLA STREET
JACKSONVILLE, FLORIDA 32207
OFFICE (904) 348-1733
FAX (904) 348-1728
DATE: NOVEMBER 4, 2014 SCALE: AS SHOWN.
JONATHAN B. BOWMAN
REGISTERED LAND SURVEYOR
STATE OF FLORIDA LS NO. 4620

LENDING
PC
PT
POC
C/L
LI
CI
R/W
SQ.
PT.
Q.A.B.

POINT OF CURVATURE
POINT OF TANGENCY
CENTRAL ANGLE
TANGENTIAL LINE DATA
TANGENTIAL CURVE DATA
ARBITRARY
SQUARE
FEET
OFFICIAL RECORDS BOOK

Prepared By:

Kathryn F. Whittington
Whittington Law, PLLC
24 Cathedral Place, Suite 600
St. Augustine, Florida 32084

TEMPORARY EASEMENT FOR ACCESS AND UTILITIES

THIS EASEMENT executed and given this 16th day of JANUARY, 2015 by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 temporary easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system, & sewer force mains 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 and depicted on Exhibit B attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, 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) This easement shall automatically terminate without the need for further documentation immediately upon approval by St. Johns County of a plat designating the Easement Area as a public or private road.

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

2. (a) **WATER SYSTEM** - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor or Grantor's successors and assigns will indemnify and hold Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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.

GRANTOR:

Signed, sealed and delivered in the presence of:

SIX MILE CREEK INVESTMENT GROUP, LLC a Delaware limited liability company

Marilyn W. Gammery
Print Name: Marilyn W. Gammery

By: CWK
Print Name: CHRISTIAN W. KUHN
Its: Vice-President

Dawn J. Kell
Print Name: Dawn Kell

STATE OF FLORIDA }
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 11th day of January 2015, by Christian Kuhn, as the Vice-President of SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company, on behalf of the company.

Dawn J. Kell
Print Name: Dawn J. Kell
Notary Public
State of Florida at Large
Commission # FF 1166710
My Commission Expires: 10/07/18
Personally Known or Produced ID
[check one of the above]
Type of Identification Produced



Exhibit "A" to Easement

Revised January 8, 2015
November 4, 2014

Job No. 39648

Whisper Creek Access and Utility Easement

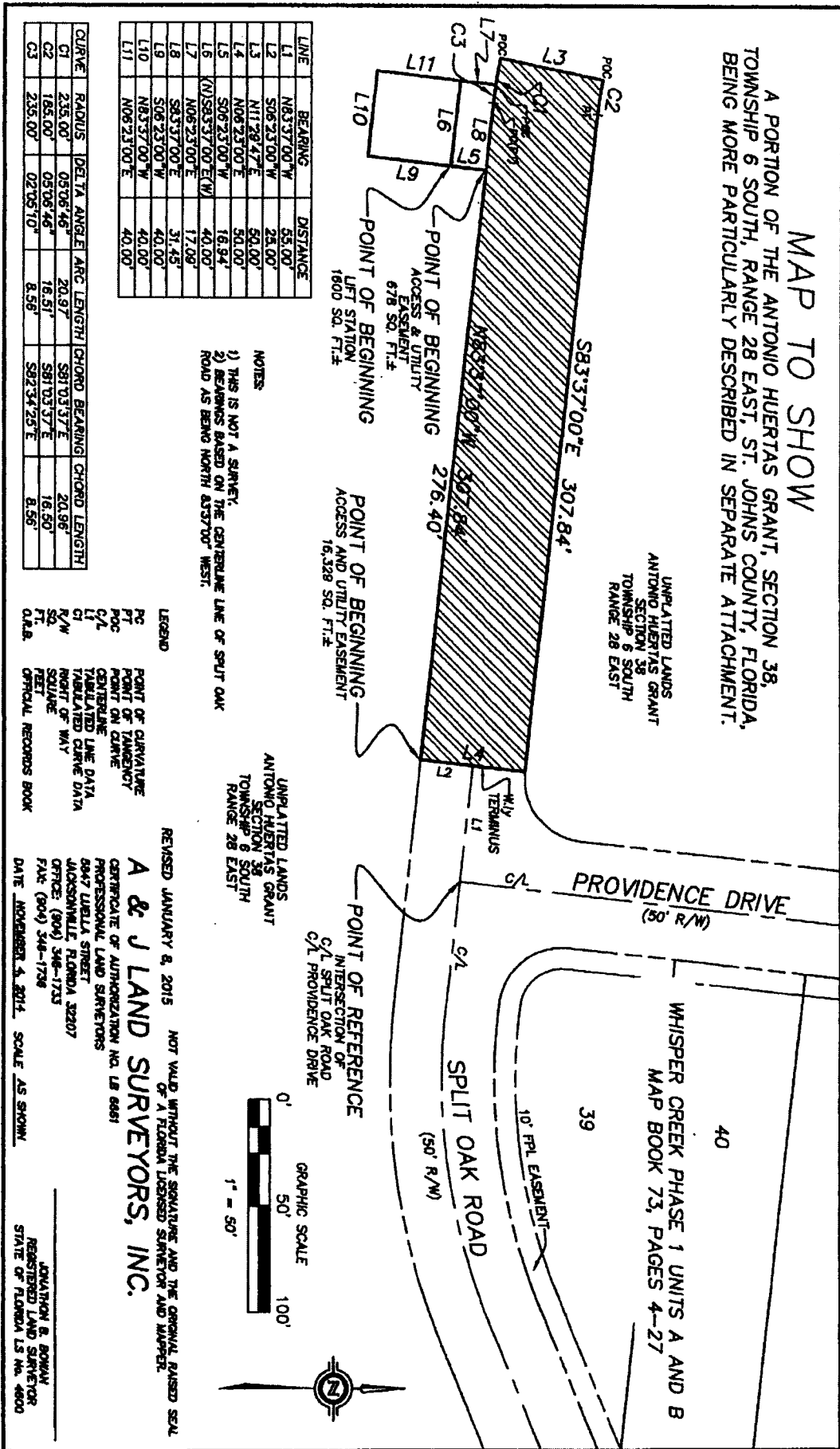
A portion of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the centerline intersection of Split Oak Road, a 50 foot right of way as presently established and Providence Drive, a 50 foot right of way as presently established and shown on the plat of WHISPER CREEK PHASE 1 UNITS A and B, as shown on the plat thereof, recorded in Map Book 73, pages 4 through 27 of the Public Records of said St. Johns County, Florida; thence North $83^{\circ}37'00''$ West, along said centerline of Split Oak Road, 55.00 feet to the Westerly terminus of said Split Oak Road; thence South $06^{\circ}23'00''$ West, along said Westerly terminus, 25.00 feet to the Point of Beginning.

From said Point of Beginning, thence North $83^{\circ}37'00''$ West, 307.84 feet to the point of curvature of a curve concave Northerly having a radius of 235.00 feet; thence Westerly along the arc of said curve, through a central angle of $05^{\circ}06'46''$, an arc length of 20.97 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $81^{\circ}03'37''$ West, 20.96 feet; thence North $11^{\circ}29'47''$ East, 50.00 feet to a point on a curve concave Northerly having a radius of 185.00 feet; thence Easterly along the arc of said curve, through a central angle of $05^{\circ}06'46''$, an arc length of 16.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $81^{\circ}03'37''$ East, 16.50 feet; thence South $83^{\circ}37'00''$ East, 307.84 feet; thence South $06^{\circ}23'00''$ West, along said Westerly terminus, 50.00 feet to the Point of Beginning.

Containing 16,329 square feet, more or less.

MAP TO SHOW
 A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38,
 TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA,
 BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



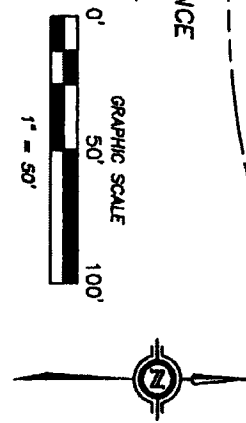
LINE	BEARINGS	DISTANCE
L1	N83°37'00" W	55.00'
L2	S06°23'00" W	25.00'
L3	N11°28'47" E	50.00'
L4	N06°23'00" E	50.00'
L5	S06°23'00" W	16.94'
L6	(N)S83°37'00" E(W)	40.00'
L7	N06°23'00" E	17.09'
L8	S83°37'00" E	31.45'
L9	S06°23'00" W	40.00'
L10	N83°37'00" W	40.00'
L11	N06°23'00" E	40.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	235.00'	05°06'45"	20.97'	S81°03'37" E	20.96'
C2	185.00'	05°08'45"	18.51'	S81°03'37" E	18.50'
C3	235.00'	02°05'10"	8.56'	S82°34'25" E	8.56'

NOTES
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE CENTERLINE LINE OF SPLIT OAK ROAD AS BEING NORTH 83°37'00" WEST.

LEGEND
 PC POINT OF CURVATURE
 PT POINT OF TANGENCY
 POC POINT OF BEGINNING
 L1 CENTERLINE
 C/L CENTERLINE
 R/W RIGHT OF WAY
 SO SQUARE
 FT. FEET
 O.R.B. OFFICIAL RECORDS BOOK

REVISED JANUARY 8, 2015 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
A & J LAND SURVEYORS, INC.
 CERTIFICATE OF AUTHORIZATION NO. 19 6661
 PROFESSIONAL LAND SURVEYORS
 8847 LABEL STREET
 JACKSONVILLE, FLORIDA 32207
 OFFICE (904) 348-1733
 FAX (904) 348-1738



ADATHON B. BOWMAN
 REGISTERED LAND SURVEYOR
 STATE OF FLORIDA L.S. NO. 4800
 DATE: NOVEMBER 4, 2014 SCALE: AS SHOWN



St. Johns County Board of County Commissioners

Utility Department

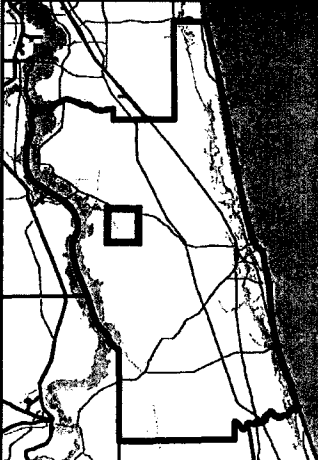
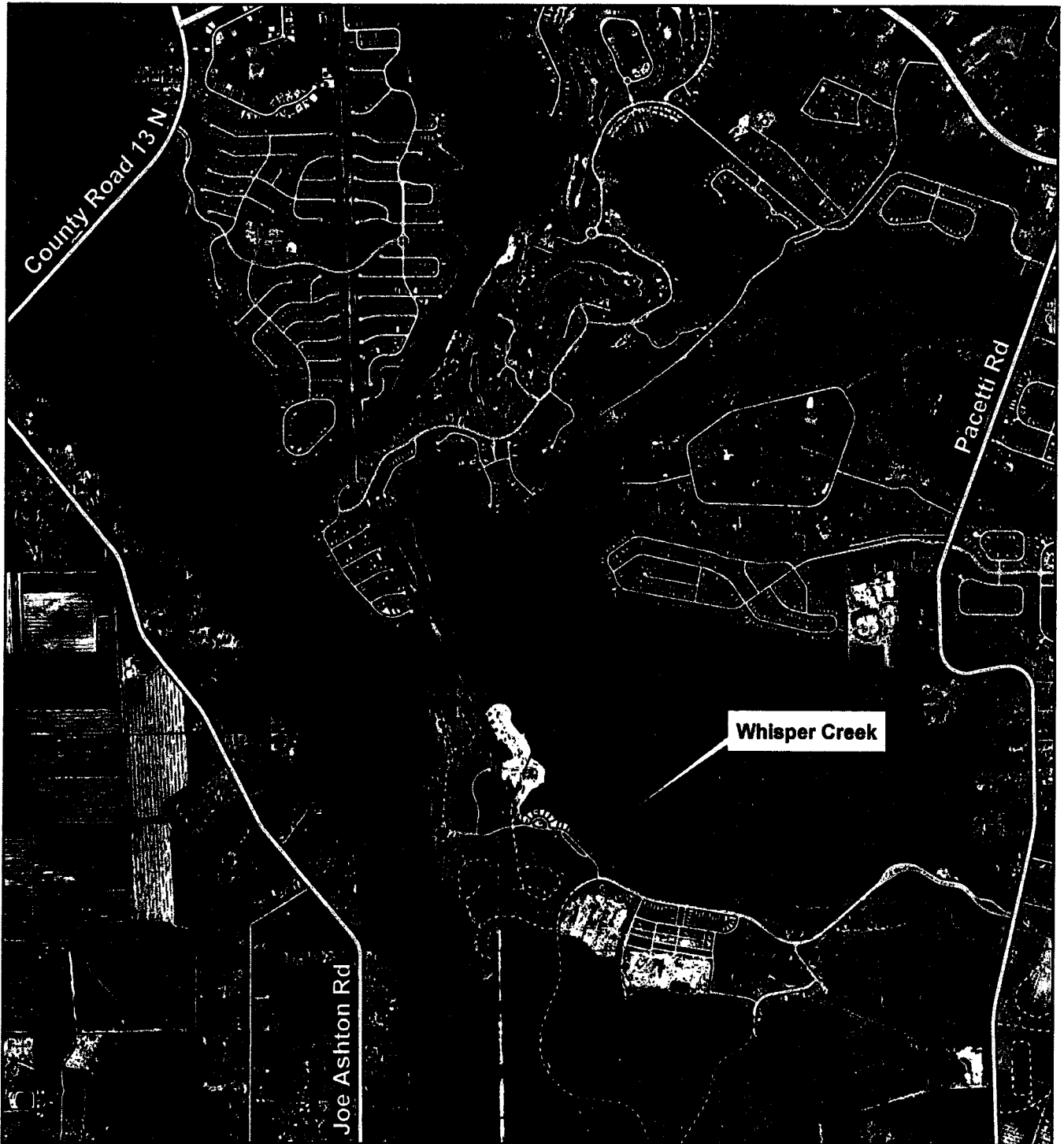
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Karri Thomas, Asset Management Tech
SUBJECT: Whisper Creek Phase 1 Units A and B
DATE: January 28, 2015

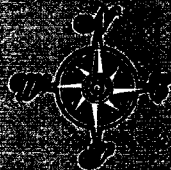
Please present the Deed and Easements to the Board of County Commissioners (BCC) for final approval and acceptance of Lift Station 4 in Whisper Creek subdivision Phase 1 Units A and B.

After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and the recorded Deed and Easements for our files.

Your support and cooperation as always are greatly appreciated.



Whisper Creek Utilities



2008 Aerial Imagery

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: January 28, 2015
(904) 209-0788

Whisper Creek
This map is provided as a
service to the public and is
not intended to be used as
evidence in any legal proceeding.
It is provided as a courtesy
and does not constitute a
warranty of any kind, with
varying levels of accuracy.