

RESOLUTION NO. 2016- 297

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIR OF THE BOARD TO JOIN IN THE EXECUTION OF AN ACCESS, UTILITIES AND FIBER EASEMENT AGREEMENT, ON BEHALF OF THE BOARD, IN CONNECTION WITH THE ACCESS TO THE MARSH LANDING WASTEWATER TREATMENT PLANT IN PONTE VEDRA.

RECITALS

WHEREAS, DFH Land, LLC, a Florida limited liability company, ("DFH") is the owner of the property adjacent to and east of the County property where the Marsh Landing Wastewater Treatment Plant is located; and

WHEREAS, access to the plant and other utilities has been provided by a trail road that runs across the middle of DFH's property; and

WHEREAS, DFH has plans to develop their property and has asked the County and the other entities to join in the execution of an Access, Utilities and Fiber Easement Agreement ("Easement"), attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to relocate the access road and utilities to a more desirable location for the benefit of all parties; and

WHEREAS, as part of their development, DFH shall construct a road and relocate utilities within the new easement area at no expense to the County; and

WHEREAS, granting of the Access, Utilities and Fiber Easement Agreement for purposes mentioned above serves a public purpose.

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 into the body of this Resolution and such Recitals are adopted as findings of fact.

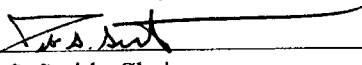
Section 2. The Board of County Commissioners hereby authorizes the Chair of the Board to join in the execution of the Access, Utilities and Fiber Easement Agreement, on behalf of the County.

Section 3. The Clerk is instructed to record the original Access, Utilities and Fiber Easement Agreement in the public records of St. Johns County, Florida.

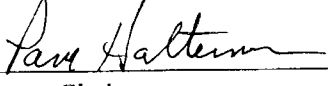
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners this 20th day of September, 2016.

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

By: 
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 9/22/16

[Faint circular stamp or seal, likely the official seal of the Board of County Commissioners of St. Johns County, Florida.]

Prepared by and return to:

Robert E. Riva, Jr., Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

ACCESS, UTILITIES AND FIBER EASEMENT AGREEMENT

THIS ACCESS, UTILITIES AND FIBER EASEMENT AGREEMENT ("Easement Agreement") is made as of September ___, 2016, by **DFH LAND, LLC**, a Florida limited liability company ("DFH"), having an address at 360 Corporate Way, Suite 100, Orange Park, Florida 32073, **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County" and collectively with DFH, "Grantors"), having an address at 500 San Sebastian View, St. Augustine, Florida 32084, in favor of **ST. JOHNS SERVICE COMPANY**, a Florida corporation ("SJS"), having an address at One Independent Drive, Suite 3120, Jacksonville, Florida 32202, **SBA TOWERS VIII, LLC**, a Delaware limited liability company ("SBA"), having an address at 8051 Congress Avenue, Boca Raton, Florida 33487, and **METROPCS FLORIDA, LLC**, a Delaware limited liability company ("MetroPCS" and collectively with SJS and SBA, "Grantees"), having an address at 7025 A.C. Skinner Parkway, Jacksonville, Florida 32256.

RECITALS:

- A. DFH is the fee simple owner of certain real property located in St. Johns County, Florida more particularly described on Exhibit A attached hereto and incorporated herein (the "DFH Property"); and
- B. County is the fee simple owner of certain real property located in St. Johns County, Florida more particularly described on Exhibit B attached hereto and incorporated herein (the "County Property" and collectively with the DFH Property, the "Property"); and
- C. SJS is the fee simple owner of certain real property located in St. Johns County, Florida more particularly described on Exhibit C attached hereto and incorporated herein (the "SJS Property"); and
- D. SBA and MetroPCS have rights as tenants with respect to the SJS Property; and
- E. Grantors have collectively agreed to grant an easement over the Property in favor of Grantees on the terms and conditions more fully set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated herein for all purposes.

2. **DFH Property Easement.** DFH hereby grants, conveys and transfers to Grantees, and their respective successors and assigns, agents, lessees, licensees, contractors, invitees and representatives, a non-exclusive perpetual easement for vehicular, cranes and pedestrian ingress and egress over, on, about and across the portion of the DFH Property (as well as the right to park vehicles and stage materials and equipment in locations that do not block or hinder traffic) more particularly depicted on **Exhibit D** attached hereto and incorporated herein (including the portion identified thereon as the "10" AT&T Easement") (the "**DFH Property Easement**"), together with a non-exclusive perpetual easement for Grantees, and their respective successors and assigns, to install, construct, maintain, and connect to electrical, telephone, fiber, conduit, sewer, water, gas and other utility transmission and distribution lines (collectively, "**Utilities**") on, across, through, above and under the DFH Easement for the purposes of providing Utilities to the Property.

3. **County Property Easement.** County hereby grants, conveys and transfers to Grantees, and their respective successors and assigns, agents, lessees, licensees, contractors, invitees and representatives, a non-exclusive perpetual easement for vehicular, cranes and pedestrian ingress and egress over, on, about and across the portion of the County Property (as well as the right to park vehicles and stage materials and equipment in locations that do not block or hinder traffic) more particularly described on **Exhibit E** attached hereto and incorporated herein (the "**County Property Easement**" and collectively with the DFH Property Easement, the "**Easement**"). In addition, County hereby grants to Grantees the right to utilize the current roadway adjacent to and extending from the County Property Easement for purposes of turning vehicles around, provided Grantees verbally coordinate with County's plant site personnel prior to such use.

4. **Maintenance and Repair.** Each Grantee shall, at their respective sole cost and expense, repair and replace the Utilities, right-of-ways, roads and roadways located within the Easement that may be damaged as a result of a Grantee's use of such Utilities, right-of-ways, roads and roadways.

5. **Liability.** Each party to this Easement Agreement agrees to be responsible for its acts of negligence, or its agents' acts of negligence, and agrees to be liable for any damage resulting from said negligence, and unless expressly set forth in this Easement Agreement, neither party assumes any liability for the acts of the other party hereunder.

6. **Non-interference.** Each party agrees to exercise the rights and easements granted herein in a safe and careful manner that will not materially disturb or materially interfere with the rights of Grantors or Grantees.

7. **Governing Law.** This Easement Agreement shall be construed in accordance with the laws of the State of Florida.

8. **Nature of this Easement Agreement.** Except as expressly set forth herein to the contrary, the Easement and all other covenants, conditions, restrictions, reservations and other provisions contained in this Easement Agreement are covenants running with the land or equitable servitudes, as the case may be. The benefits and obligations under this Easement Agreement shall run with the title to the SJS Property, the County Property and the portion of the DFH Property subject to the DFH Property Easement, and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns of the SJS Property, the County Property and the portion of the DFH Property subject to the DFH Property Easement.

9. **Attorneys' Fees.** If any action or proceeding is brought by one party against another to enforce or interpret any provision of this Easement Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other

professionals engaged by the prevailing party, whether incurred before, at trial, on appeal, in bankruptcy or in post-judgment collection. The prevailing party shall be the party whose position is substantially upheld in the final judgment rendered in such action.

10. **Partial Invalidity.** If for any reason whatsoever, any term, obligation or condition of this Easement Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, obligation or condition:

i. shall be deemed to be independent of the remainder of the Easement Agreement and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Easement Agreement or any part thereof; and

ii. the remainder of the Easement Agreement not affected, impaired or invalidated will continue to be applicable and enforceable to the fullest extent permitted by law against any person and circumstance other than those as to which it has been held or rendered invalid, unenforceable and illegal.

11. **Entire Agreement.** This Easement Agreement contains all of the covenants, conditions and agreements between the parties with respect to the easement over the Easement and shall supersede all prior correspondence, agreements and understandings, both oral and written.

12. **Interpretation.** Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Easement Agreement.

13. **Amendments.** No amendment or modification of this Easement Agreement shall be valid unless made in a written instrument duly executed by Grantors and Grantees (or their respective successors or assigns, as applicable).

14. **Counterparts.** This Easement Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument; it being understood that all parties need not sign the same counterparts.

15. **Prior Document of Record.** This Easement Agreement is the "Replacement Easement" as defined in that certain Temporary Utilities, Access and Fiber Easement and Agreement for Vacation of Easement recorded in Official Records Book 4292, Page 1824 of the public records of St. Johns County, Florida.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Parties have set their hands on the day and year first above written.

Witnesses:

Print Name: _____

Print Name: _____

DFH:

DFH LAND, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____,
2016, by _____, as _____ of DFH Land, LLC, a Florida limited liability
company, on behalf of the limited liability company, who is personally know to me or produced
_____ as identification.

Print Name: _____
Notary Public – State of Florida
My commission expires: _____
Commission number: _____

Witnesses:

Print Name: _____

Print Name: _____

COUNTY:

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

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2016,
by _____, as _____ of St. Johns County, Florida, a political subdivision of the
State of Florida, on behalf of the county, who is personally know to me or produced
_____ as identification.

Print Name: _____

Notary Public – State of Florida

My commission expires: _____

Commission number: _____

Witnesses:

Print Name: _____

Print Name: _____

SJS:

ST. JOHNS SERVICE COMPANY,
a Florida corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____,
2016, by _____, as _____ of St. Johns Service Company, a Florida
corporation, on behalf of the corporation, who is personally know to me or produced
_____ as identification.

Print Name: _____
Notary Public – State of Florida
My commission expires: _____
Commission number: _____

Witnesses:

Print Name: _____

Print Name: _____

SBA:

SBA TOWERS VIII, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____,
2016, by _____, as _____ of SBA Towers VIII, LLC, a Delaware limited
liability company, on behalf of the limited liability company, who is personally know to me or
produced _____ as identification.

Print Name: _____

Notary Public – State of Florida

My commission expires: _____

Commission number: _____

Witnesses:

Print Name: _____

Print Name: _____

METROPCS:

METROPCS FLORIDA, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____,
2016, by _____, as _____ of MetroPCS Florida, LLC, a Delaware limited
liability company, on behalf of the limited liability company, who is personally know to me or
produced _____ as identification.

Print Name: _____

Notary Public – State of Florida

My commission expires: _____

Commission number: _____

EXHIBIT "A"

DFH Property

A PART OF GOVERNMENT LOT 11, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 11, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF PONTE VEDRA LANDING, AS RECORDED IN MAP BOOK 17, PAGES 97 THROUGH 99, THENCE SOUTH $01^{\circ} 10' 34''$ EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 11 AND THE WEST LINE OF SAID PONTE VEDRA LANDING, 1,291.60 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 11, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF GOVERNMENT LOT 14 AND ALSO THE NORTHEAST CORNER OF THE PLAT OF MARSH LANDING AT SAWGRASS UNIT FOURTEEN, AS RECORDED IN MAP BOOK 21, PAGES 51 THROUGH 57; THENCE SOUTH $89^{\circ} 14' 06''$ WEST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 11 AND A NORTH LINE OF SAID PLAT OF MARSH LANDING AT SAWGRASS UNIT FOURTEEN, 840.51 FEET; THENCE NORTH $01^{\circ} 10' 34''$ WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 434.83 FEET; THENCE NORTH $89^{\circ} 14' 06''$ EAST, PARALLEL WITH SAID SOUTH LINE OF GOVERNMENT LOT 11, 240.79 FEET; THENCE NORTH $01^{\circ} 10' 34''$ WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 419.61 FEET; THENCE SOUTH $89^{\circ} 14' 06''$ WEST, PARALLEL WITH SAID SOUTH LINE OF GOVERNMENT LOT 11, 98.60 FEET TO THE SOUTHEAST CORNER OF TOWERCOM LEASE PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 3727, PAGE 1125, OFFICIAL RECORDS BOOK 3752, PAGE 178 AND OFFICIAL RECORDS BOOK 3965, PAGE 959, PUBLIC RECORDS OF SAID COUNTY; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE EAST, NORTH, AND WEST LINES OF SAID LEASE PARCEL; FIRST COURSE: NORTH $00^{\circ} 45' 54''$ WEST, 100.00 FEET; SECOND COURSE: SOUTH $89^{\circ} 16' 00''$ WEST, 100.00 FEET; THIRD COURSE: SOUTH $00^{\circ} 45' 54''$ EAST, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LEASE PARCEL; THENCE SOUTH $89^{\circ} 14' 06''$ WEST, 33.47 FEET; THENCE NORTH $41^{\circ} 57' 21''$ WEST, 40.62 FEET; THENCE NORTH $01^{\circ} 10' 34''$ WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 404.85 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 11 AND ALSO THE SOUTH LINE OF THE PLAT OF MARSH COVE II, AS RECORDED IN MAP BOOK 27, PAGES 57 THROUGH 59; THENCE NORTH $89^{\circ} 07' 07''$ EAST, ALONG SAID NORTH LINE OF GOVERNMENT LOT 11 AND SAID SOUTH LINE OF THE PLAT OF MARSH COVE II AND ITS EASTERLY PROLONGATION, 858.61 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 11 AND THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN OFFICIAL RECORDS BOOK 689, PAGE 2097, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

EXHIBIT "B"

County Property

The East one-half (1/2) and the North one-half (1/2) of the West one-half (1/2) and the Southwest one-quarter (1/4) of Government Lot 11, Section 16, Township 3 South Range 29 East, St. Johns County, Florida, LESS AND EXCEPT the following described land:

A part of Government Lot 11, Section 16, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: begin at the northeast corner of said Government Lot 11, said northeast corner also being the northwest corner of the plat of Ponte Vedra Landing, recorded in Map Book 17, pages 97 through 99, thence South 01 degrees 10 minutes 34 seconds east, along the east line of said Government Lot 11 and the west line of said Ponte Vedra Landing, 1291.60 feet to the southeast corner of said Government Lot 11, said corner also being the northeast corner of Government Lot 14 and also the northeast corner of the plat of Marsh Landing at Sawgrass Unit Fourteen, recorded in Map Book 21, pages 51 through 57; thence south 89 degrees 14 minutes 06 seconds west, along the south line of said Government Lot 11 and a north line of said plat of Marsh Landing at Sawgrass Unit Fourteen, 840.51 feet; thence north 01 degrees 10 minutes 34 seconds west, parallel with said east line of Government Lot 11, 434.83 feet; thence north 89 degrees 14 minutes 06 seconds east, parallel with said south line of Government Lot 11, 240.79 feet; thence north 01 degrees 10 minutes 34 seconds west, parallel with said east line of Government Lot 11, 419.61 feet; thence south 89 degrees 14 minutes 06 seconds west, parallel with said south line of Government Lot 11, 232.37 feet; thence north 41 degrees 57 minutes 21 seconds west, 40.62 feet; thence north 01 degrees 10 minutes 34 seconds west, parallel with said east line of Government Lot 11, 404.85 feet to the north line of said Government Lot 11 and also the south line of the plat of Marsh Cove II, recorded in Map Book 27, pages 57 through 59; thence north 89 degrees 07 minutes 07 seconds east, along said north line of Government Lot 11 and said south line of the plat of Marsh Cove II and its easterly prolongation, 858.61 feet, to the northeast corner of said Government Lot 11 and the Point of Beginning.

EXHIBIT "C"

SJS Property

TOWERCOM LEASE PARCEL

A PARCEL OF LAND LYING IN GOVERNMENT LOT 11, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT 11, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF PONTE VEDRA LANDING, RECORDED IN MAP BOOK 17, PAGES 97-99 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S89° 07' 07"W ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 11 FOR 852.61 FEET; THENCE S01° 10' 34"E FOR 404.85 FEET; THENCE S41° 57' 21"E FOR 40.62 FEET; THENCE N89° 14' 06"E FOR 33.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N00° 45' 54"W FOR 100.00 FEET; THENCE N89° 14' 06"E FOR 100.00 FEET; THENCE S00° 45' 54"E FOR 100.00 FEET; THENCE S89° 14' 06"W FOR 100.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA, CONTAINING 10,000 SQUARE FEET, MORE OR LESS.

EXHIBIT "D"





DFH Property Easement

A PART OF GOVERNMENT LOT 11, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 11, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF PONTE VEDRA LANDING, AS RECORDED IN MAP BOOK 17, PAGES 97 THROUGH 99, THENCE SOUTH 89° 05' 14" WEST, ALONG NORTH LINE OF SAID GOVERNMENT LOT 11, 60.00 FEET TO A POINT; THENCE SOUTH 01° 10' 34" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE SOUTH 01° 10' 34" EAST, A DISTANCE OF 29.21 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 55.94 FEET TO A POINT; THENCE NORTH 32° 53' 57" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 00° 54' 46" WEST, A DISTANCE OF 21.87 FEET; THENCE SOUTH 89° 05' 14" WEST, A DISTANCE OF 754.02 FEET; THENCE SOUTH 43° 48' 48" WEST, A DISTANCE OF 22.18 FEET; THENCE NORTH 01° 11' 12" WEST, A DISTANCE OF 65.76 FEET; THENCE NORTH 89° 05' 14" EAST, A DISTANCE OF 798.32 FEET TO THE POINT OF BEGINNING.

MAP SHOWING EXHIBIT OF
**PROPOSED CELL TOWER EASEMENTS TO
 ST. JOHNS SERVICE COMPANY, SBA
 TOWERS V, LLC AND METROPCS
 FLORIDA, LLC**
 BEING A PART OF SECTION 16, TOWNSHIP 3 SOUTH,
 RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

-  CELL TOWER INGRESS & EGRESS EASEMENT #1 FROM DFH LAND, LLC TO BE CONVEYED BY RECORDING OF PROPOSED PLAT
-  CELL TOWER INGRESS & EGRESS EASEMENT #2 FROM DFH LAND, LLC TO BE CONVEYED BY RECORDING OF PROPOSED PLAT
-  CELL TOWER INGRESS & EGRESS EASEMENT #1 FROM ST. JOHNS COUNTY UTILITY DEPARTMENT TO BE CONVEYED BY RECORDING OF PROPOSED PLAT
-  CELL TOWER INGRESS & EGRESS EASEMENT #2 FROM ST. JOHNS COUNTY UTILITY DEPARTMENT. SEE ATTACHED LEGAL DESCRIPTION

LEGEND	
CH	CHORD DISTANCE
R	RADIUS
L	ARC LENGTH
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
O.R.	OFFICIAL RECORDS BOOK OR VOLUME
DFH	DFH LAND, LLC
SJCD	ST. JOHNS COUNTY UTILITY DEPARTMENT

- NOTES:
- THIS SKETCH IS NOT A SURVEY.
 - BEARING REFERENCE: S01°10'34"E FOR THE EAST LINE OF GOVERNMENT LOT 11 PER O.R. 599, PAGE 460.
 - SEE ATTACHED LEGAL DESCRIPTION OF SJCD EASEMENT #2.
 - SEE PROPOSED PLAT OF PRESERVE AT PONTE VEDRA LAKES FOR ADDITIONAL INFORMATION.

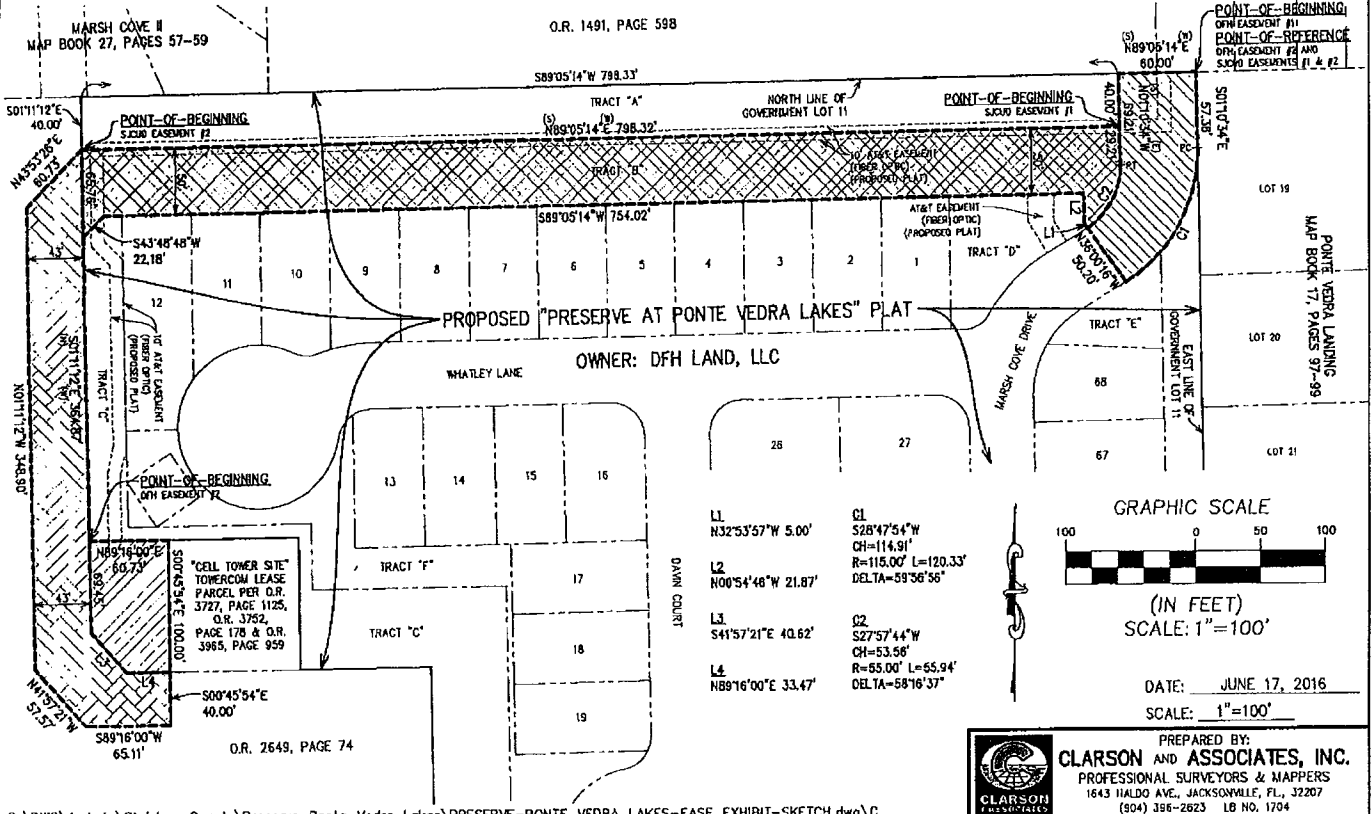


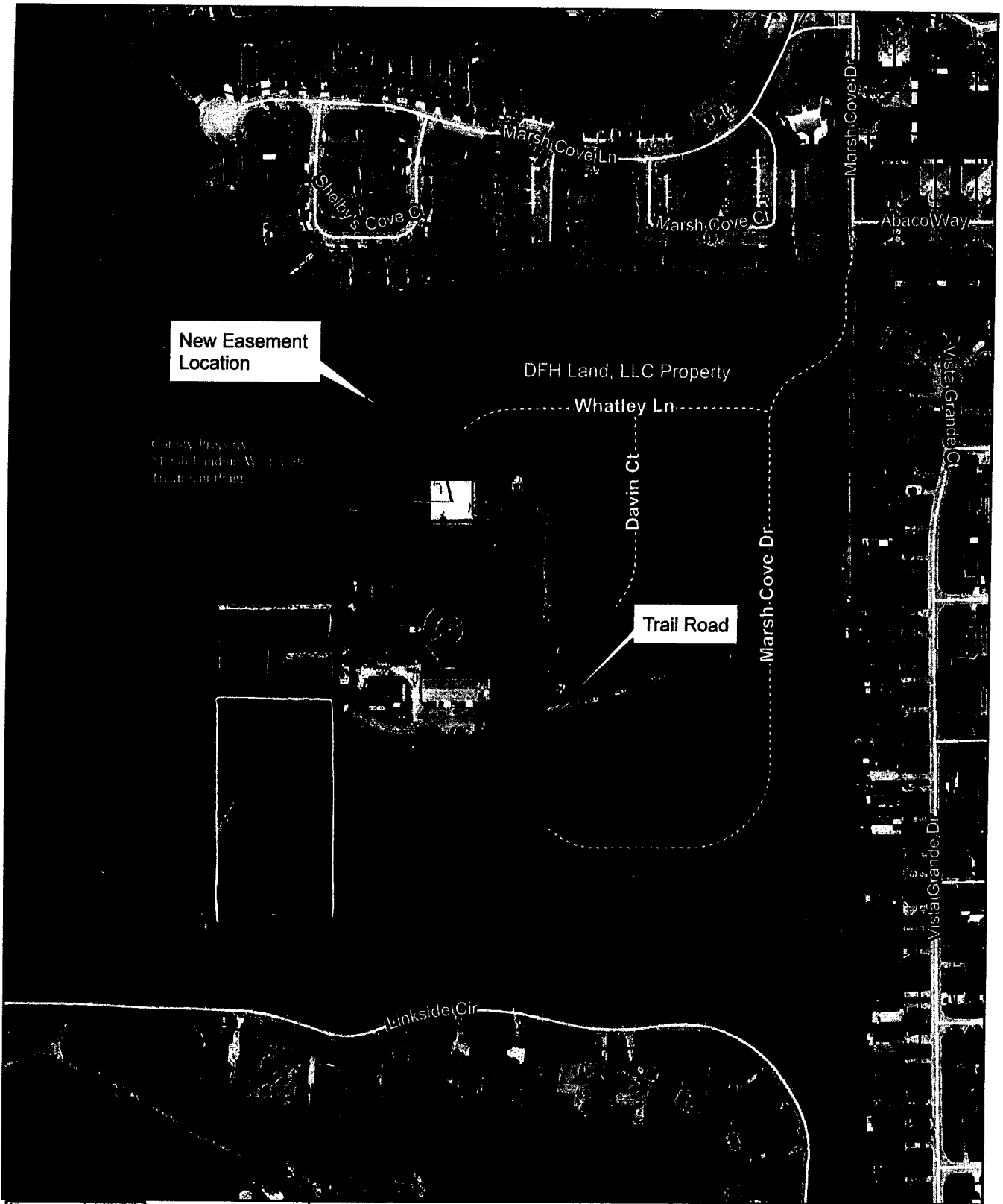
EXHIBIT "E"


County Property Easement

A PORTION OF THE GOVERNMENT LOT 11, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF SAID GOVERNMENT LOT 11, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, AND THENCE RUN SOUTH 89° 05' 14" WEST, ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 11, A DISTANCE OF 60.00 FEET; THENCE SOUTH 01° 10' 34" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 89° 05' 14" WEST, A DISTANCE OF 798.32 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE SOUTH 01° 11' 12" EAST, A DISTANCE OF 364.87 FEET; THENCE SOUTH 41° 57' 21" EAST, A DISTANCE OF 40.62 FEET; THENCE NORTH 89° 16' 00" EAST, A DISTANCE OF 33.47 FEET TO THE SOUTHWEST CORNER OF TOWERCOM LEASE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 3965, PAGE 959 OF THE PUBLIC RECORDS OF SAID COUNTY THENCE SOUTH 00° 45' 54" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 89° 16' 00" WEST, A DISTANCE OF 65.11 FEET; THENCE NORTH 41° 57' 21" WEST, A DISTANCE OF 57.57 FEET; THENCE NORTH 01° 11' 12" WEST, A DISTANCE OF 348.90 FEET; THENCE NORTH 43° 53' 26" EAST, A DISTANCE OF 60.73 FEET TO THE POINT OF BEGINNING.




 2013 Aerial Imagery
 0 100 200
 Feet
 September 8, 2016

**Access, Utilities and Fiber
 Easement Agreement**
*Marsh Landing Wastewater
 Treatment Plant*

**Land Management
 Systems
 Real Estate
 Division**
 (904) 209-0790
Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

