

RESOLUTION NO. 2019- 36

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND ACCESS FOR THE RELOCATION AND CONSTRUCTION OF A LIFT STATION SITE AND SEWER LINES LOCATED OFF A1A BEACH BOULEVARD, ST. AUGUSTINE BEACH.**

**RECITALS**

**WHEREAS**, St. Augustine Resorts, Inc., a Florida corporation, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, to relocate an existing lift station and wastewater collection system located off A1A Beach Boulevard, St. Augustine Beach; and

**WHEREAS**, due to the current wet well's insufficient capacity, existing pumps and electrical equipment being near the end of their service life, and the need for physical repairs and replacement of the infrastructure, the lift station is scheduled to be relocated, reconstructed, upgraded, and enlarged so it will operate more efficiently and meet current St. Johns County Utility Department standards; and

**WHEREAS**, it is in the best interest of the County to accept this Easement for the health, safety and welfare of the citizens located within this service 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 Easement for Utilities, attached and incorporated hereto, is 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 Court of St. Johns County is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 5 day of February, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron  
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 2/7/19

By: Pam Halterman

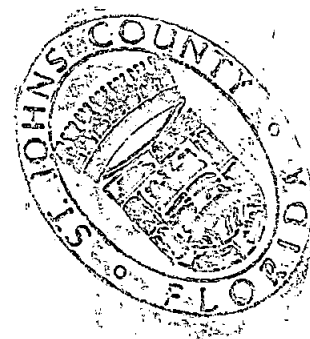


EXHIBIT "A" TO RESOLUTION

PREPARED BY AND WHEN  
RECORDED MAIL TO:

St. Johns County  
Land Management Systems  
500 San Sebastian View  
St. Augustine FL 32084

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(Space Above For Recorder's Use)

**EASEMENT FOR UTILITIES**

THIS EASEMENT FOR UTILITIES ("Easement") executed and given this \_\_\_\_ day of \_\_\_\_\_, 2019 by ST. AUGUSTINE RESORTS, INC., a Florida corporation, with an address of 111 West Fortune Street, Tampa, FL 33602, hereinafter called "Grantor" to ST. JOHNS COUNTY, 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:

Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground gravity sewer collection system (the "Gravity Sewer System"), lift stations and sewer pump station (collectively, the "Lift Station") and sewer force mains (the "Sewer Force Mains"), and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground sewer utility services (hereinafter all of the foregoing referred to collectively as the "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit "A" and depicted on Exhibit "A-1" attached hereto and incorporated herein (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 non-exclusive ingress and egress area to the Easement Area has been mutually agreed upon by the Grantor and Grantee and is described on Exhibit "B" attached hereto and incorporated herein (the "Access Area"). This Easement is for sewer utility services only and does not convey any right to install other utilities, including but not limited to cable television, fiber optic, telecommunications, telephone, telegraph, electric, gas or drainage service lines, and the right of access is a license for ingress and egress only (the "License").

**TO HAVE AND TO HOLD**, unto Grantee, its 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.

1. The Easement herein granted is subject to covenants, restrictions, easements, liens, encumbrances and all matters in the public records and all matters of survey.

2. Grantor reserves the right and privilege to use and occupy and to grant non-exclusive easements and with respect to the Access Area a non-exclusive license to third parties to use and occupy (i) the surface and air space over the Easement Area and the Access Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) the subsurface of the Easement Area and the Access 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, cable television, fiber optic, telegraph, electric, gas and drainage facilities and foundations, footings and/or anchors for surface improvements.

3. 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 the Lift Station and Associated Equipment that are customarily installed above ground may be installed above ground per the Grantee's Lift Station Standards and subject to the right of Grantor, consistent with good engineering practices, to approve the location of such above ground installation in its reasonable discretion.

4. The Easement and the License granted by this instrument may be relocated to a location acceptable to the Grantee in Grantee's reasonable discretion, not to be unreasonably withheld, at any time upon Grantor's request, provided that Grantor bears the cost of relocating the Utility Lines and Associated Equipment necessitated by the relocation. At Grantor's request, and upon relocation of such Utility Lines and Associated Equipment 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 the License to a new Access Area designated by and in the title of the Grantor.

5. Grantee shall exercise the easement and license rights conveyed herein in a manner which will not unreasonably interfere with use, occupancy and redevelopment of residential, hotel, multi-family, retail or commercial improvements constructed or to be constructed upon the Easement Area, the Access Area and adjacent property owned by Grantor more particularly described in Exhibit "C" attached hereto and incorporated herein ("Grantor's Adjacent Property"). Any improvements constructed by Grantor within the Easement Area and Access Area shall not interfere with the rights herein granted to Grantee.

6. Grantee, by acceptance of this Easement, hereby agrees to construct, install, repair, maintain, replace and remove the Lift Station and Sewer Force Mains, including all Utility Lines and Associated Equipment, located within the Easement Area, at Grantee's sole cost and expense.

7. Grantee, by acceptance of this Easement, hereby agrees to construct, install, repair, maintain, replace and remove the Gravity Sewer Lines located within the Easement Area at Grantee's sole cost and expense. The Grantee's maintenance of the Gravity Sewer System and sewer lines shall

extend "manhole to manhole" within the Easement Area, but shall not include a responsibility for maintenance of sewer service laterals to Grantor's Adjacent Property (the "Sewer Service Laterals"). The Grantor and 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 to Grantor's Adjacent Property.

8. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment in the Easement Area, including without limitation, the Gravity Sewer System, Lift Station and Sewer Force Mains, 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, together with the 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 and Associated Equipment and the use of the Access Area. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements and injury to persons in the Easement Area, the Access Area and on Grantor's Adjacent Property that are caused by Grantee's negligence or willful misconduct.

9. Grantee shall replace the two (2) backflow preventers located on or in the vicinity of the Easement Area (the "Backflow Preventers") and shall repair, replace or restore any Utility Lines and Associated Equipment in the Easement Area, including without limitation, the Gravity Sewer Mains, Lift Station and Sewer Force Mains impacted by the replacement of the Backflow Preventers. Grantor, at its sole cost and expense, shall be responsible for all future maintenance, repair, replacement, or improvements to the Backflow Preventers.

10. Grantee shall demolish any existing improvements in the Easement Area and shall construct a concrete slab, footer and painted smooth stucco finish CMU block wall with privacy gate around the new Lift Station, at Grantee's cost, in accordance with plans approved by Grantor, in its reasonable discretion. Once construction of the wall has been completed, Grantor shall assume ownership, including maintenance, repair, replacement, or improvement, of equal or greater value, to the wall, the privacy gate and any other equipment or appurtenances comprising the enclosure surrounding the Lift Station. Failure by Grantor to maintain, repair, replace or improve the wall, the gate, or associated appurtenances, may result in Grantee having to expend funds for repair/replacement. If such incident occurs, Grantor shall fully reimburse Grantee, within ten (10) business days of the repair/replacement, for all costs/expenses associated with the repair/replacement.

11. Grantor shall be responsible for all costs associated with design, permitting, and/or installation of any and all signage, graphics or artwork that may be placed on the wall, which shall be subject to permitting by the City of St. Augustine Beach. Grantor shall have the right to add any electrical service, fountains or architectural design elements to the wall, which shall be subject to permitting by the City of St. Augustine Beach. The addition or installation of any signage, graphics, artwork, fountain, or architectural design elements to the wall by Grantor shall not damage or interfere in any way with the operation of Grantee's Lift Station, Sewer Force Main or Gravity Sewer System. In the event that there is damage or interference to Grantee's Utility Lines and Associated Equipment caused by Grantor adding or installing signage, graphics, artwork, fountain, or architectural design elements, Grantor shall promptly cease all operations which are suspected of causing such damage or interference until the damage or interference has been corrected, at Grantor's sole cost and expense.

12. This Easement shall run with the land and shall be binding upon and shall inure to the benefit of Grantor, Grantee and their respective successors and assigns.

13. This Easement is granted and conditioned upon the permitting of the primary roadside signage by the City of St. Augustine Beach as depicted on Exhibit "D" attached hereto in the location shown on the portion of the survey attached hereto as Exhibit "D-1".

14. For the purposes of the terms and conditions of this Easement, "Grantor" means the owner from time to time of the Easement Area, the Access Area and Grantor's Adjacent Property or any part thereof.

15. This Easement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Easement for Utilities.

16. In consideration for the grant of Easement provided herein, to extent permissible by law and without waiving Grantee's sovereign immunity, Grantee shall indemnify, hold harmless, and defend Grantor, its contractors, agents and employees, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, caused by, or arising out of, or resulting from, or in any way associated with Grantee's construction, operation, use, maintenance, repair and/or replacement of Utility Lines and Associated Equipment located on the Easement Area and use of the Access Area, except where such loss, cost, liability, or expense was caused by the negligence of Grantor, its agents, employees, contractors or subcontractors.

17. To the extent permissible by law and without waiving Grantee's sovereign immunity, Grantee shall defend and hold harmless Grantor from any claim or demand, including attorneys' fees, on the part of any person, firm or corporation performing labor or furnishing materials in connection with the construction, use, operation, maintenance, repair or replacement of the Utility Lines and Associated Equipment in the Easement Area or the use of the Access Area undertaken by Grantee or any officers, employees, agents, contractors or invitees of Grantee. Grantee shall not permit its contractor(s) to allow mechanic's, materialman's liens, or any other encumbrances, to file or assert liens or claims of any kind upon Grantor's fee interest in the Easement Area, the Access Area or Grantor's Adjacent Property and shall file a notice to that effect in the Public Records of St. Johns County, Florida. It is distinctly understood and agreed that any person, firm or corporation furnishing materials or performing labor on behalf of Grantee or its contractor(s) within the Easement Area, the Access Area or on Grantor's Adjacent Property in connection with work in the Easement Area and the use of the Access Area shall be advised by Grantee that they may look only to Grantee and/or its contractor(s) for payment, and that no lien or claim shall be allowed to attach to Grantor's fee interest in the Easement Area, the Access Area or Grantor's Adjacent Property.

18. If Grantee or its agents, employees, contractors or invitees cause any damage to any improvements existing from time to time within the Easement Area, the Access Area or Grantor's Adjacent Property, Grantee shall promptly make any needed repairs at its sole cost and expense.

19. If there is a discharge of hazardous substances on to the Easement Area, the Access Area or Grantor's Adjacent Property, Grantee may take such actions as are necessary to prevent the discharge

from contaminating the Easement Area, the Access Area or Grantor's Adjacent Property. Furthermore, Grantee agrees to hold Grantor harmless, indemnify and defend Grantor from any and all claims, causes of actions, costs, including attorneys' fees and costs, fines or penalties arising from Grantee's acts, events or omissions of its agents, employees, contractors or invitees, resulting in any contaminates and/or pollutants entering the Easement Area, the Access Area or Grantor's Adjacent Property, or from Grantor's attempts to stop any contaminates and/or pollutants from entering the Easement Area, the Access Area or Grantor's Adjacent Property.

20. Notwithstanding anything contained herein, Grantee's indemnification obligations are subject to the limitations set forth in Section 768.28, Florida Statutes, and nothing contained in this Easement shall be construed as a waiver or modification thereof.

21. If legal proceedings are commenced against any party to enforce any term of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceedings and in bankruptcy from the non-prevailing party.

22. Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to Grantee and Grantor as follows, as elected by the party giving such notice:

In the case of Grantor: St. Augustine Resorts, Inc.  
111 West Fortune Street  
Tampa, FL 33602  
Attention: Andre P. Callen, President  
Telephone: (813) 229-6686

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_

In the case of Grantee: St. Johns County  
Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084  
Attention: Sheri Lewis  
Telephone: (904) 209-0764

With a copy to: St. Johns County Utility Department  
1205 State Road 16  
St. Augustine, FL 32084  
Attention: James Overton  
Telephone: (904) 209-2614

Either party may, by subsequent written notice, designate a different address or party for receiving notice. Any successor in interest in title to the Easement Area, the Access Area or Grantor's Adjacent Property, or any portion thereof, shall provide Grantee with written notice of such transfer or conveyance and request to receive notice under this paragraph. Upon receipt of such notice, Grantee shall thereafter provide the successor in title with all future notices pursuant to this Easement without requiring an amendment to this Easement. Notice by mail in the manner herein shall be effective, and deemed received, from and after three (3) days (excluding Saturdays, Sundays and postal holidays) after such deposit; notice by FedEx or other nationally recognized overnight courier shall be deemed effective and received on the next business day (excluding Saturdays, Sundays and postal holidays). Notice given in any other manner shall be effective only if and when delivered to the party to be notified or at such party's address for purposes of notice as set forth herein.

23. This Easement, and the rights and obligations of Grantor and Grantee hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. If any provision of this Easement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(Signatures continue on following page)

IN WITNESS WHEREOF, the parties have 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:

GRANTOR:

ST. AUGUSTINE RESORTS, INC.,  
a Florida corporation

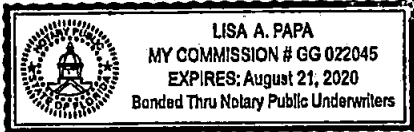
Claire B. Carraway  
Print Name: Claire B. Carraway

Lisa A. Papa  
Print Name: Lisa A. Papa

By: [Signature]  
Name: Andre P. Callen  
Title: President

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 2nd day of January, 2019, by Andre P. Callen, as President of **ST. AUGUSTINE RESORTS, INC.**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced FL Driver license as identification.



[Signature]  
Print Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

(Signatures continue on following page)

Signed, sealed and delivered in the presence of:

GRANTEE:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Michael D. Wanchick, County Administrator

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Michael D. Wanchick, as County Administrator for **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

**EXHIBIT "A"**

**EASEMENT AREA**

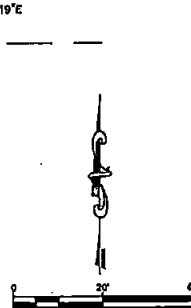
A PART OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY FLORIDA, AND BEING A PART OF OFFICIAL RECORDS 1203, PAGE 1740 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT IN THE SOUTHERLY LINE OF THE NORTH 400 FEET OF GOVERNMENT LOT 5, OF SAID SECTION 3, AT IT'S INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, BEACH BOULEVARD, (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 17°08'31" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 37.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 17°08'31" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 172.59 FEET; THENCE NORTH 89°41'19" EAST, ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS, A DISTANCE OF 10.48 FEET; THENCE SOUTH 17°08'31" WEST A DISTANCE OF 133.11 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 32.48 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 37.79 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 54.60 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 3174 SQUARE FEET, MORE OR LESS.

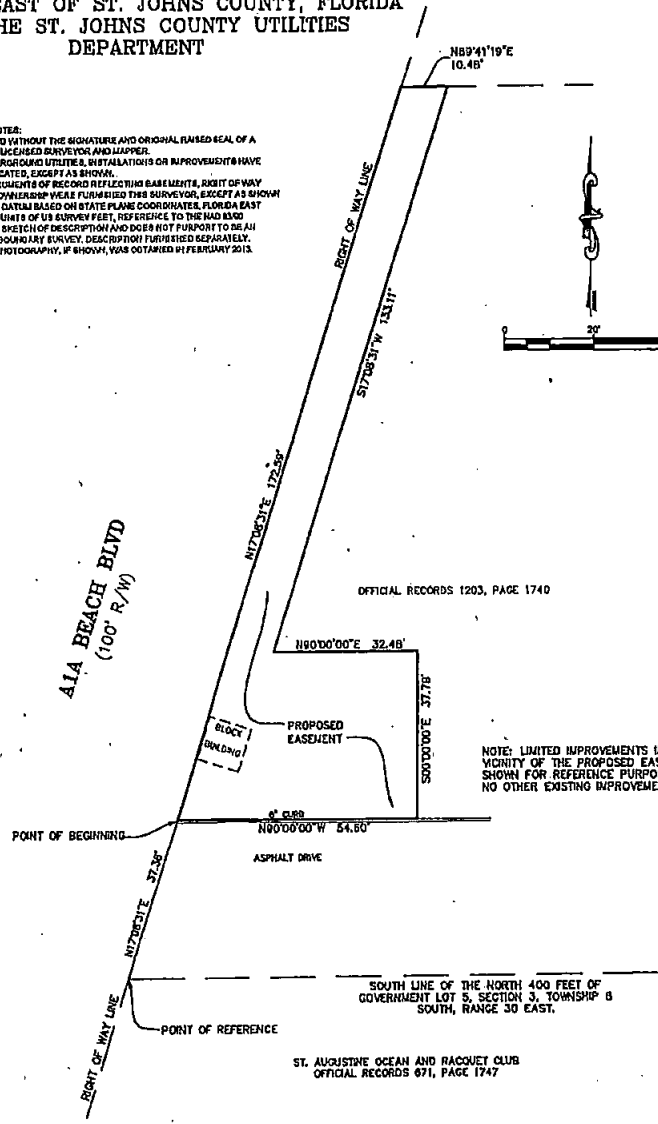
# EXHIBIT "A-1"

## MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST OF ST. JOHNS COUNTY, FLORIDA FOR: THE ST. JOHNS COUNTY UTILITIES DEPARTMENT

- SURVEYOR'S NOTES:**
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING.
  2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
  3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
  4. BEARING DATA IS BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83.
  5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY. DESCRIPTION FURNISHED SEPARATELY.
  6. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2013.



**AIA BEACH BLVD**  
(100' R/W)



OFFICIAL RECORDS 1203, PAGE 1740

NOTE: LIMITED IMPROVEMENTS IN THE VICINITY OF THE PROPOSED EASEMENT SHOWN FOR REFERENCE PURPOSES ONLY. NO OTHER EXISTING IMPROVEMENTS DEPICTED.

ST. AUGUSTINE OCEAN AND RACQUET CLUB  
OFFICIAL RECORDS 671, PAGE 1747

AUGMENTED BASE & 2018 TO SHOW ADDITIONAL SQUARE FOOTAGE, BEAUX, SDI AND REVISE DESCRIPTION.

1" = 40' SCALE DATE: JAN 11, 2017	<b>HOLIDAY INN LIFT STATION</b>	ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION 600 SAN SEBASTIAN VIEW ST AUGUSTINE, FLORIDA 32084 Phone (904) 809-0764 Email: golliver@jocfl.us	
	SKETCH OF DESCRIPTION		

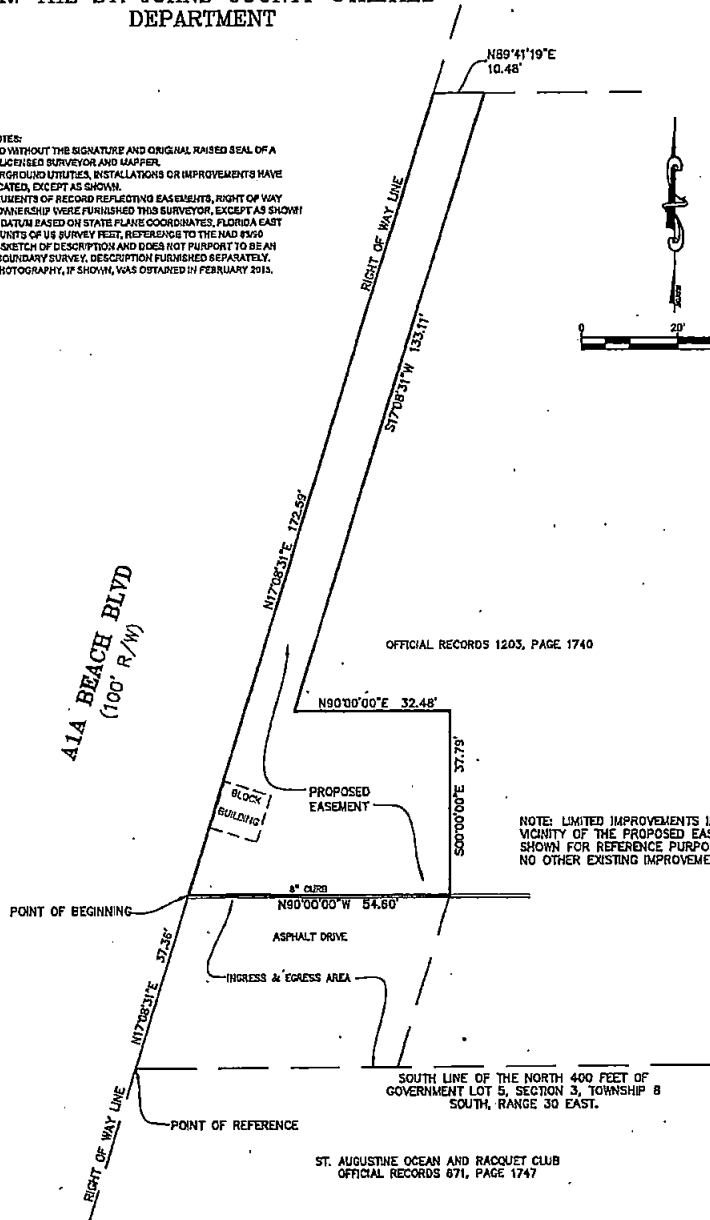
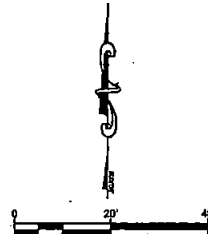
**EXHIBIT "B"**

**ACCESS AREA**

THE SOUTHERLY 37.36 FEET OF THE WESTERLY 54.60 FEET OF THE GRANTOR'S  
ADJACENT PROPERTY DESCRIBED ON EXHIBIT C.

MAP SHOWING A SKETCH OF DESCRIPTION OF A  
 PORTION OF SECTION 3, TOWNSHIP 8 SOUTH,  
 RANGE 30 EAST OF ST. JOHNS COUNTY, FLORIDA  
 FOR: THE ST. JOHNS COUNTY UTILITIES  
 DEPARTMENT

- SURVEYOR'S NOTES:**
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
  3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
  4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/90.
  5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY. DESCRIPTION FURNISHED SEPARATELY.
  6. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2013.



NOTE: LIMITED IMPROVEMENTS IN THE VICINITY OF THE PROPOSED EASEMENT SHOWN FOR REFERENCE PURPOSES ONLY. NO OTHER EXISTING IMPROVEMENTS DEPICTED.

REVISED DECEMBER 10, 2018 TO SHOW INGRESS & EGRESS AREA.  
 AMENDED JUNE 8, 2019 TO SHOW ADDITIONAL SQUARE FOOTAGE, REMOVE SIGN AND REVISE DESCRIPTION.

14 1" = 40' BLOCK NUMBER PART 3 OF BOOK	HOLIDAY INN LEFT STATION	 GAIL OLIVER PROFESSIONAL SURVEYOR AND MAPPER EXPIRES 6/30/2021	ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION 600 SAN SEBASTIAN VIEW ST AUGUSTINE, FLORIDA 32084 Phone (904) 209-0764 Email: goliver@sjclm.us	
	SKETCH OF DESCRIPTION			

**EXHIBIT "C"**

**GRANTOR'S ADJACENT PROPERTY**

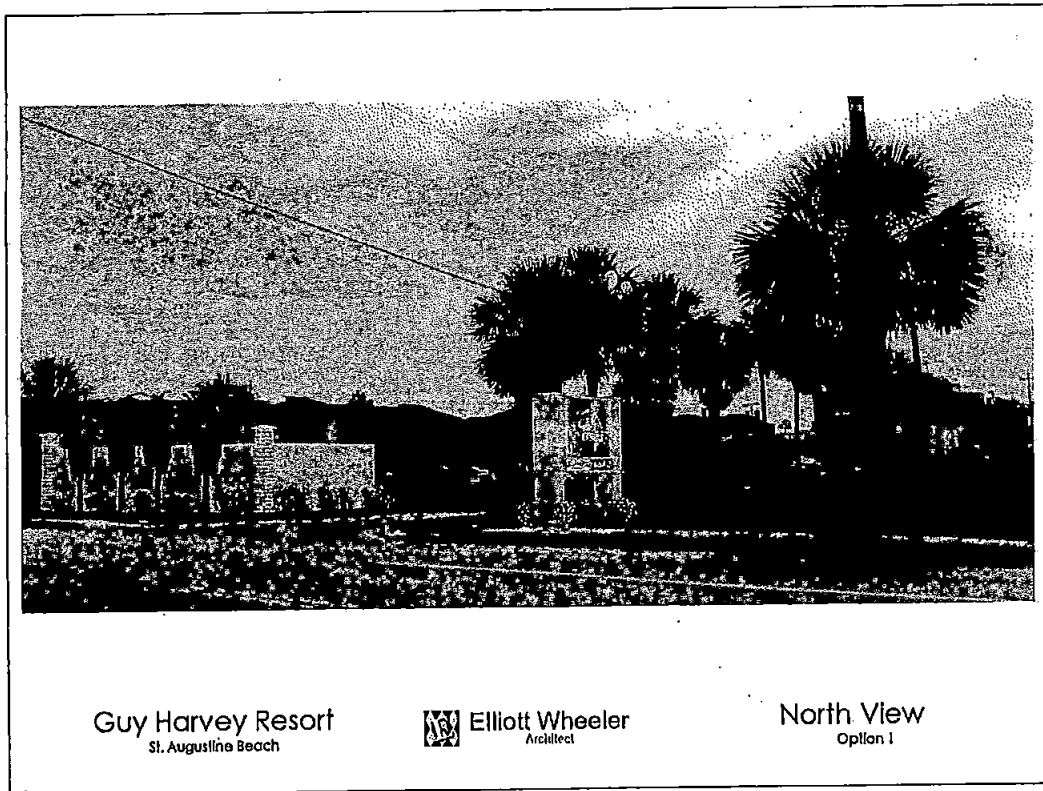
The South 200 feet of the North 400 feet of Lot 5, in Section 3, Township 8 South, Range 30 East, which lies East of a line running parallel with and 50 feet East of the center line of State Road A1A (formerly State Road 140) as now located, in St. Johns County, Florida.

The foregoing real property is also described as:

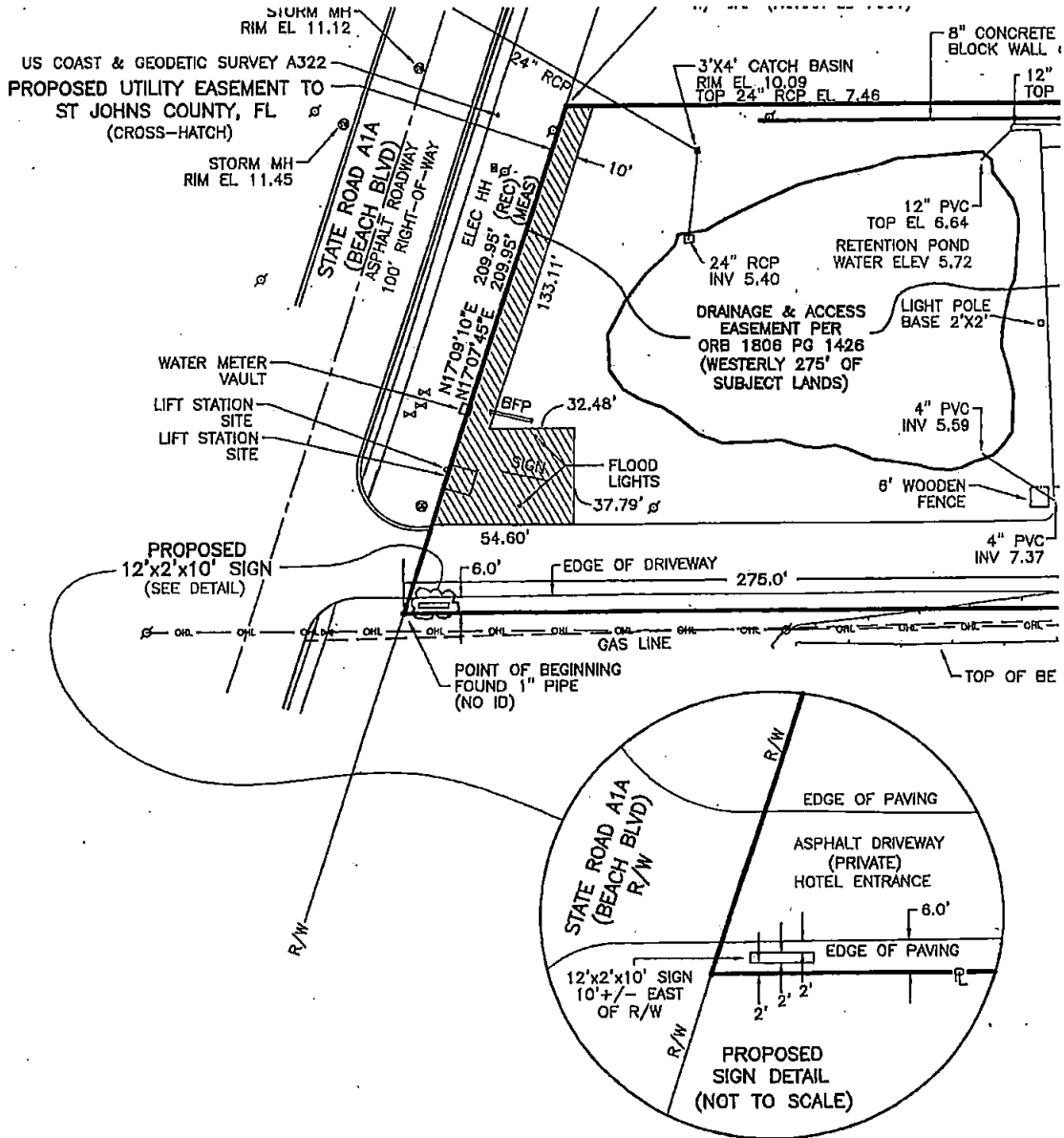
THE SOUTH 200 FEET OF THE NORTH 400 FEET OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT A POINT IN THE SOUTHERLY LINE OF THE NORTH 400 FEET OF SAID GOVERNMENT LOT 5 AT ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A, FORMERLY STATE ROAD NO. 140 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT ALSO BEING A FOUND IRON PIPE; THENCE NORTH 17°09'10" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A, A DISTANCE OF 209.95 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 89°41'58" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A, A DISTANCE OF 923.11 FEET TO A FOUND CONCRETE MONUMENT; THENCE CONTINUE NORTH 89°41'58" EAST, A DISTANCE OF 235.00 FEET TO THE APPROXIMATE HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTH 02°20'32" EAST ALONG SAID APPROXIMATE HIGH WATER LINE, A DISTANCE OF 200.41 FEET; THENCE SOUTH 89°41'58" WEST LEAVING SAID APPROXIMATE HIGH WATER LINE, A DISTANCE OF 213.00 FEET TO A FOUND CONCRETE MONUMENT; THENCE CONTINUE SOUTH 89°41'58" WEST, A DISTANCE OF 1015.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 238,972 SQUARE FEET OR 5.486 ACRES MORE OR LESS.

**EXHIBIT "D"**



**EXHIBIT "D-1"**



**SURVEYOR'S CERTIFICATE**

PREPARED BY AND WHEN  
RECORDED MAIL TO:

St. Johns County  
Land Management Systems  
500 San Sebastian View  
St. Augustine FL 32084

(Space Above For Recorder's Use)

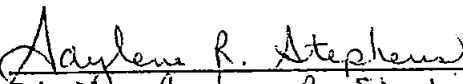
**LENDER CONSENT AND SUBORDINATION**

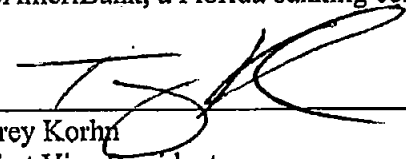
The undersigned, Valley National Bank, a national banking association, successor in interest to USAmeriBank, a Florida banking corporation, is the owner and holder of (i) that certain Mortgage, Security Agreement and Fixture Filing recorded in O.R. Book 4138, at Page 7, and re-recorded in O.R. Book 4151, at Page 587; (ii) that certain Assignment of Rents and Leases recorded in O.R. Book 4138, at Page 34; (iii) that certain Financing Statement recorded in O.R. Book 4138, Page 42; (iv) that certain Second Mortgage and Security Agreement recorded in O.R. Book 4577, at Page 1933; (v) that certain Assignment of Rents and Leases recorded in O.R. Book 4577, at Page 1961; (vi) that certain Financing Statement recorded in O.R. Book 4577, at Page 1969, all of the Public Records of St. Johns County, Florida (collectively the "Loan Documents") hereby consents to and subordinates the Loan Documents, including any lien created by or arising under the Loan Documents, to that certain Easement For Utilities, to which this Lender Consent and Subordination is attached.

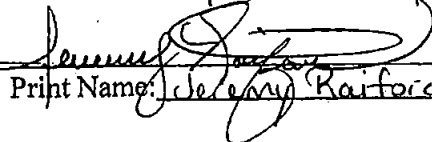
IN WITNESS WHEREOF, the undersigned has executed this Lender Consent and Subordination this 19<sup>th</sup> day of December, 2018.

Signed, sealed and delivered in the presence of:

VALLEY NATIONAL BANK,  
a national banking association, successor in interest to USAmeriBank, a Florida banking corporation

  
Print Name: Gaylene R. Stephens

By:   
Trey Korhn  
First Vice President

  
Print Name: Jeremy Raiford

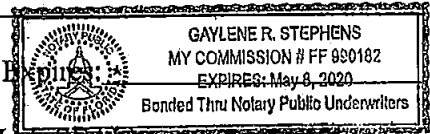
Dated: December 19, 2018

[ACKNOWLEDGMENT TO FOLLOW]

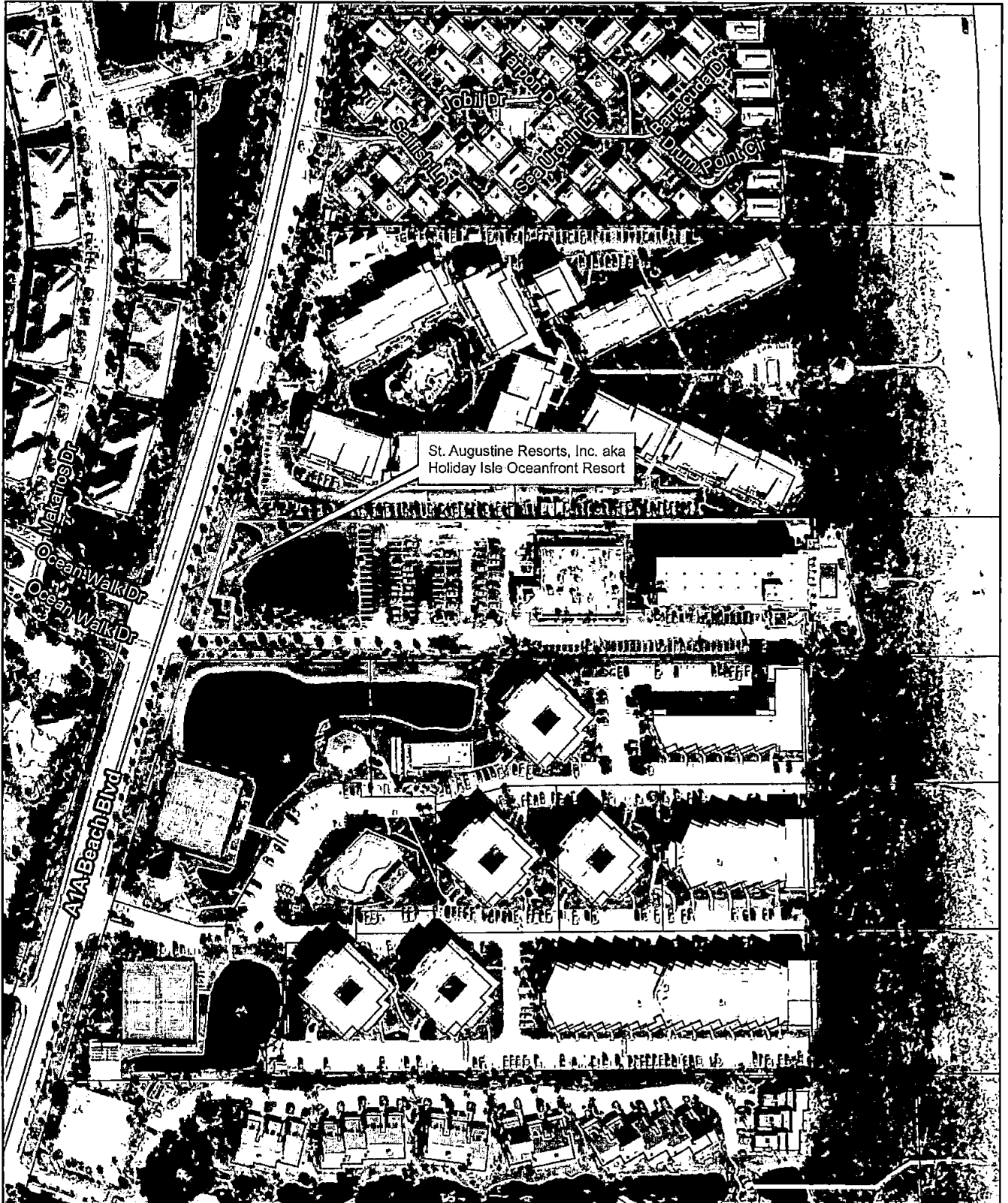
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2018, by  
Trey Korhn, as First Vice President of **VALLEY NATIONAL BANK**, a national banking association,  
successor in interest to USAmeriBank, a Florida banking corporation, on behalf of the bank. He is  
personally known to me or who has produced \_\_\_\_\_ as identification.

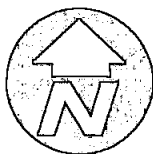
Gaylene R. Stephens  
Print Name:  
Notary Public  
My Commission Expires: \_\_\_\_\_



(NOTARIAL SEAL)



St. Augustine Resorts, Inc. aka  
Holiday Isle Oceanfront Resort



2013 Aerial Imagery  
0 100 200  
Feet  
January 4, 2019

### Easement for Utilities

*St. Augustine Resorts, Inc.*

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0764

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.

