

RESOLUTION NO. 87-146

RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF ST. JOHNS COUNTY

WHEREAS, The Almand Companies as owner, has tendered a  
UTILITIES EASEMENT AND AGREEMENT FOR DEED dated  
June 8, 1987 to the BOARD OF COUNTY  
COMMISSIONERS of, ST. JOHNS COUNTY, conveying a UTILITIES  
EASEMENT AND AGREEMENT FOR DEED

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

Section 1. The above described UTILITIES EASEMENT AND  
AGREEMENT FOR DEED June 8, 1987 is hereby accepted by ST.  
JOHNS COUNTY, AND

Section 2. The Clerk is instructed to file the title  
and to record the UTILITIES EASEMENT AND AGREEMENT  
FOR DEED in the official public records of St. Johns County  
at Almand's expense.

ADOPTED by the BOARD OF COUNTY COMMISSIONERS OF ST.  
JOHNS COUNTY, FLORIDA this 14 day of July, 1987.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Phyllis L. Lydon  
Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: Cheryl Kent  
Deputy Clerk

AGREEMENT REGARDING DEED

THIS AGREEMENT, dated this 8<sup>th</sup> day of June, 1987, is entered by ALMAND CONSTRUCTION COMPANY, INC. ("Almand") for the benefit of the COUNTY OF ST. JOHNS, FLORIDA (the "County"):

W I T N E S S E T H :

WHEREAS, Almand is the owner of that certain parcel of real property (the "Roadway Parcel") particularly described in Exhibit "A" attached hereto; and

WHEREAS, Southeast Bank, N.A. ("Southeast"), is the owner and holder of a mortgage (the "Southeast Mortgage") encumbering, among other things, the Roadway Parcel; and

WHEREAS, Almand wishes to improve the Roadway Parcel by constructing a road (the "Road") thereon and to thereafter dedicate the Road to the County as a public right-of-way; and

WHEREAS, the County wishes assurance that the Road will be completed and, following completion, dedicated to the County; and

WHEREAS, Almand wishes to provide the County with such assurance.

NOW, THEREFORE, Almand agrees as follows:

1. Construction. Almand will construct a Road upon the Roadway Parcel. Such Road will be constructed only in accordance with County building codes and requirements.

2. Dedication and Acceptance. Upon completion of the construction of the Road, Almand will dedicate the Road to the County and the County will accept the Road as a public right-of-way. Such dedication and acceptance will occur as soon after the completion of construction as is reasonably possible. Almand agrees to execute such documents, including a one year warranty bond, as are necessary to accomplish such dedication including, without limitation, a deed of the Roadway Parcel to the County. The County agrees to execute such documents as are necessary to evidence its acceptance of the Road as a public right-of-way. At the time of the dedication and acceptance, Southeast agrees to release the Roadway Parcel from the lien, operation and effect of the Southeast Mortgage.

3. Liability. Almand acknowledges, agrees and declares that it, not the County, is the owner of the Roadway Parcel and, thus, any liability arising as a result of ownership of the Roadway Parcel is Almand's, not the County's, for so long as Almand owns the Roadway Parcel.

4. Use of Road. Almand agrees that the Road shall not be open for general use by the public until the Road is dedicated to and accepted by the County. Nothing herein shall prohibit the use of the Road and Roadway Parcel by Almand and the owners of Corporate Square office building, their successors, agents, licensees, invitees, guests and tenants for access to other property owned by either Almand or One Corporate Square, Inc.

*Originals to  
Clark 7-16-87*

Witnesses:

ALMAND CONSTRUCTION COMPANY, INC.

Louise Pool  
Dorothy Shilly

By: [Signature]  
Its: President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 1987, by Amos F. Almond III, the President of Almand Construction Company, Inc., a Florida corporation, on behalf of the corporation.

Dorothy Shilly  
Notary Public, State of Florida  
at Large.

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept 15, 1990

CONSENT AND JOINDER

The undersigned consents to the foregoing Agreement and agrees to release the Roadway Parcel from the lien, operation and effect of the Southeast Mortgage at such time as the Roadway Parcel is dedicated to and accepted by the County as a public right-of-way as contemplated above.

Witnesses:

SOUTHEAST BANK, N.A.

Brenda Huston  
Cindy [Signature]

By: [Signature]  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 1987, by DAVID SPART the Vice President of Southeast Bank, N.A., a national association, on behalf of the association.

Brenda R. Huston  
Notary Public, State of Florida  
at Large.

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Jan. 20, 1989  
Bonded by Transamerica Insurance Co.

## ATTACHMENT - A

RKZ

### DESCRIPTION: 80-FOOT PROPOSED ROAD RIGHT-OF-WAY TO BE KNOWN AS SOUTH PARK BOULEVARD

A part of the Perpall Grant, lying in Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, described in deed recorded in Deed Book 223, Page 75, Public Records of said County, lying West of the west right-of-way line of U.S. Highway No. 1 (State Road No. 5), being more particularly described as follows: for a point of reference, commence at a concrete monument on the easterly right-of-way line of State Road No. S-5A (Moultrie Road) at a point 33 feet, South 89 degrees 23 minutes 00 seconds East from the West boundary line of said Section 41 and from a point which is 2,376 feet from the southern boundary of said Section 41; thence North 00 degrees 28 minutes 30 seconds East along said easterly right-of-way line State Road S-5A, a distance of 389.94 feet to the point-of-beginning, said point also being the point-of-curvature of a curve concave southeasterly, having a radius of 25.00 feet; thence along and around the arc of said curve an arc distance of 39.33 feet, said arc being subtended by a chord bearing and distance of North 45 degrees 32 minutes 45 seconds East, 35.36; thence South 89 degrees 23 minutes 00 seconds East, a distance of 899.22 feet to the point-of-curvature of a curve concave northwesterly, having a radius of 256.00 feet; thence along and around the arc of said curve a distance of 79.89 feet, said arc being subtended by a chord bearing and distance of North 68 degrees 05 minutes 02 seconds East, 79.57; thence North 59 degrees 08 minutes 39 seconds East, a distance of 30.04 feet to the point-of-curvature of a curve concave

southeasterly, having a radius of 153.50 feet; thence along and around the arc of said curve an arc distance of 83.77 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 46 minutes 40 seconds East, 82.73 feet; thence South 89 degrees 35 minutes 20 seconds East, a distance of 21.05 feet to the westerly right-of-way line of U.S. Highway No. 1 (as now established); thence North 00 degrees 24 minutes 40 seconds East along said westerly right-of-way line, a distance of 104.97 feet to the point-of-cusp of a curve concave northwesterly, having a radius of 25.00 feet; thence along and around the arc of said curve an arc distance of 38.89 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 58 minutes 23 seconds West, 35.08 feet to a point-of-reverse-curvature of a curve concave southeasterly, having a radius of 233.50 feet thence along and around the arc of said curve an arc distance of 123.85 feet, said arc being subtended by a chord bearing and distance of South 74 degrees 20 minutes 22 seconds West, 122.41 feet; thence South 59 degrees 08 minutes 39 seconds West, a distance of 16.31 feet to the point-of-curvature of a curve concave northwesterly, having a radius of 176.00 feet; thence along and around the arc of said curve an arc distance of 96.68 feet, said arc being subtended by a chord bearing and distance of South 74 degrees 52 minutes 50 seconds West, 95.47 feet; thence North 89 degrees 23 minutes 00 seconds West, a distance of 851.10 feet to the point-of-curvature of a curve concave northeasterly, having a radius of 25.00 feet; thence along and around the arc of said curve an arc distance of 39.21 feet, said arc being subtended by a chord bearing and distance of North 44 degrees 27 minutes 15 seconds West, 35.31 feet to the point-of-cusp, said point-of-cusp lying on the easterly right-of-way line of the aforementioned State Road S-5A; thence South 00 degrees 28 minutes 30 seconds West along said right-of-way line, a distance of 130.00 feet. Lands thus described contain 2.10 acres more or less.

GRANT OF UTILITIES EASEMENT

THIS GRANT, made this 8th day of June, 1987, between ALMAND CONSTRUCTION COMPANY, INC., a Florida corporation (hereinafter "Grantor"), and COUNTY OF ST. JOHNS, a political subdivision of the State of Florida (hereinafter "Grantee").

W I T N E S S E T H :

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, dedicates, releases and quit claims to Grantee, its successors and assigns forever, a non-exclusive utilities easement over the Easement Parcel hereinafter described for the purpose of constructing, operating, laying, maintaining, improving and/or repairing lines, pipes and appurtenant facilities relating to utilities, including, without limitation, lines, pipes and appurtenant facilities relating to water, sewer, natural gas, electrical, telephone and storm water drainage. This Grant of Utilities Easement shall be on, along, over, through, across and under the parcel of land located in St. Johns County, Florida (the "Easement Parcel") specifically described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER, with the right to the Grantee, its successors and assigns, of ingress and egress, to and over the Easement Parcel, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.

PROVIDED, HOWEVER, that Grantor retains the right to use the Easement Parcel for landscaping, surface parking and driveways when such use will not interfere with the rights granted hereby to Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this 5th day of June, 1987.

Signed, sealed and delivered in our presence

ALMAND CONSTRUCTION COMPANY, INC.

Louise Ford

By: [Signature]  
Its: \_\_\_\_\_

Patsy A. Zate

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Amos S. Almond, III, the \_\_\_\_\_ President of ALMAND CONSTRUCTION COMPANY, INC., a Florida corporation, and that he severally acknowledged executing the foregoing instrument freely and voluntarily under the authority vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 5th day of June, 1987.

Patsy A. Zate  
Notary Public in and for the County and State Aforesaid.

My commission expires:

2-12-90

CONSENT AND JOINDER

The undersigned consents to the foregoing Grant of Utilities Easement and agrees that the lien, operation and effect of its mortgage upon the Easement Parcel is subordinate to and inferior to the lien, operation and effect of the foregoing Grant of Utilities Easement.

Signed, sealed and delivered  
in our presence

Brenda Houston

SOUTHEAST BANK, N.A.

By:

David S Pratt  
Its: the bank

Cindy Price

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID S PRATT the Vice President of SOUTHEAST BANK, N.A. a national association, and that he severally acknowledged executing the foregoing instrument freely and voluntarily under the authority vested in him by said association, and that the seal affixed thereto is the true corporate seal of said association.

WITNESS my hand and official seal this 8th day of June, 1987.

Brenda R Houston

Notary Public in and for the  
County and State Aforesaid.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires Jan. 20, 1989

Bonded By Transamerica Insurance Co.

2371w

Tim Gabriel & Associates, Inc.

Land Planning, Engineering & Surveying

18 May 1987  
TGA #87-123

EXHIBIT - A - ALMOND

DESCRIPTION: PARCEL "F" (By Surveyor)

A parcel of land for utility easement and /or right-of-way expansion purposes being a part of the Perpall Grant, lying in Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, described in Deed Book 223, Page 75 of the Public Records of St. Johns County, Florida, lying West of U.S. Highway No. 1 (State Road No. 5), being described as follows: For a point-of-reference commence at a concrete monument on the easterly right-of-way line of State Road No. S-5A (Moultrie Road) at a point 33 feet, South 89 degrees 23 minutes 00 seconds East from the West boundary line of said Section 41 and from a point which is 2,376 feet from the southern boundary of said Section 41; thence North 00 degrees 28 minutes 30 seconds East along said right-of-way line a distance of 519.94 feet to the point of beginning of the herein described parcel; thence continue North 00 degrees 28 minutes 30 seconds East along said right-of-way line a distance of 10.00 feet to the point-of-cusp of a curve concave to the northeast and having a radius of 25.00 feet; thence from a tangent bearing of South 00 degrees 28 minutes 30 seconds West run southeasterly along the arc of said curve through a central angle of 89 degrees 51 minutes 30 seconds for a distance of 39.21 feet to the point-of-tangency; thence South 89 degrees 23 minutes 00 seconds East a distance 851.12 feet to the point-of-curvature of a curve concave to the northwest and having a radius of 166.00 feet; thence northeasterly along the arc of said curve through a central angle of 31 degrees 28 minutes 21 seconds for a distance of 91.18 feet to the point-of tangency; thence North 59 degrees 08 minutes 39 seconds East a distance of 16.31 feet to the



Tim Gabriel & Associates, Inc.

Land Planners/Consulting Engineers

18 May 1987

TGA #87-123

point-of-curvature of a curve concave to the southeast and having a radius of 243.50 feet; thence northeasterly along the arc of said curve through a central angle of 30 degrees 25 minutes 24 seconds for a distance of 129.29 feet to the point-of-reverse-curvature of a curve concave to the northwest and having a radius of 25.00 feet; thence northeasterly along the arc of said curve through a central angle of 89 degrees 09 minutes 23 seconds for a distance of 38.90 feet to a point on the westerly right-of-way line of U.S. Highway No. 1 (State Road No.5); thence South 00 degrees 24 minutes 40 seconds West along said westerly right-of-way line a distance of 10.00 feet to the point-of-curvature of a curve concave to the northwest and having a radius of 25.00 feet; thence southwesterly along the arc of said curve through a central angle of 89 degrees 07 minutes 25 seconds for a distance of 38.89 feet to a point on the northerly right-of-way line of an 80.00 foot wide roadway; thence the following courses along said northerly right-of-way line, said point also being the point-of-reverse-curvature of a curve concave to the southeast and having a radius of 233.50 feet; thence southwesterly along the arc of said curve through a central angle of 30 degrees 23 minutes 26 seconds for a distance of 123.85 feet to the point-of-tangency; thence South 59 degrees 08 minutes 39 seconds West for a distance of 16.31 feet to the point-of-curvature of a curve concave to the northwest having a radius of 176.00 feet; thence southwesterly along the arc of said curve through a central angle of 31 degrees 28 minutes 21 seconds for a distance of 96.68 feet to the point-of-tangency; thence North 89 degrees 23 minutes 00 seconds West a distance of 851.10 feet to the point-of-curvature of a curve concave to the northeast and having a radius of 25.00 feet; thence northwesterly along the arc of said curve through a central angle of 89 degrees 51 minutes 30 seconds for a distance of 39.21 feet to the point-of-beginning. Containing 0.261 acre of land, more or less.

GRANT OF UTILITIES EASEMENT

THIS GRANT, made this 9<sup>th</sup> day of June, 1987, between ONE CORPORATE SQUARE, INC., a Florida corporation (hereinafter "Grantor"), and COUNTY OF ST. JOHNS, a political subdivision of the State of Florida (hereinafter "Grantee").

W I T N E S S E T H :

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, dedicates, releases and quit claims to Grantee, its successors and assigns forever, a non-exclusive utilities easement over the Easement Parcel hereinafter described for the purpose of constructing, operating, laying, maintaining, improving and/or repairing lines, pipes and appurtenant facilities relating to utilities, including, without limitation, lines, pipes and appurtenant facilities relating to water, sewer, natural gas, electrical, telephone and storm water drainage. This Grant of Utilities Easement shall be on, along, over, through, across and under the parcel of land located in St. Johns County, Florida (the "Easement Parcel") specifically described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER, with the right to the Grantee, its successors and assigns, of ingress and egress, to and over the Easement Parcel, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.

PROVIDED, HOWEVER, that Grantor retains the right to use the Easement Parcel for landscaping, surface parking and driveways when such use will not interfere with the rights granted hereby to Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this 9<sup>th</sup> day of June, 1987.

Signed, sealed and delivered ONE CORPORATE SQUARE, INC. in our presence

PH Eberling  
C. D. Sankersley

By: [Signature]  
Its: President

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared George D. Dennis the \_\_\_\_\_ President of ONE CORPORATE SQUARE, INC., a Florida corporation, and that he severally acknowledged executing the foregoing instrument freely and voluntarily under the authority vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 9<sup>th</sup> day of June, 1987.

Elizabeth D. Sankersley  
Notary Public in and for the  
County and State Aforesaid.

My commission expires:

4-1-88

CONSENT AND JOINDER

The undersigned consents to the foregoing Grant of Utilities Easement and agrees that the lien, operation and effect of its mortgage upon the Easement Parcel is subordinate to and inferior to the lien, operation and effect of the foregoing Grant of Utilities Easement.

Signed, sealed and delivered in our presence

Brenda R. Huston

Cindy R. Price

SOUTHEAST BANK, N.A.

BY:

David S. Pratt  
As: Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David S. Pratt the Vice President of SOUTHEAST BANK, N.A. a national association, and that he severally acknowledged executing the foregoing instrument freely and voluntarily under the authority vested in him by said association, and that the seal affixed thereto is the true corporate seal of said association.

WITNESS my hand and official seal this 8th day of June, 1987.

Brenda R. Huston  
Notary Public in and for the  
County and State Aforesaid.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires Jan. 20, 1989

Bonded By Transamerica Insurance Co.

0533g

18 May 1987  
TGA #87-123

EXHIBIT - A - ONE CORPORATE SQUARE

DESCRIPTION: PARCEL "B" (By Surveyor)

A parcel of land for utility easement and /or right-of-way expansion purposes being a part of the Perpall Grant, lying in Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, described in Deed Book 223, Page 75 of the Public Records of St. Johns County, Florida, lying West of U.S. Highway No. 1 (State Road No. 5), being described as follows: For a point-of-reference commence at a concrete monument on the easterly right-of-way line of State Road No. S-5A (Moultrie Road) at a point 33 feet, South 89 degrees 23 minutes 00 seconds East from the West boundary line of said Section 41, and from a point which is 2,376 feet from the southern boundary of said Section 41; Thence South 89 degrees 23 minutes 00 seconds East, along the southerly line of those lands as described in Deed Book 223, Page 75 of the Public Records of said County, a distance of 654.75 feet; thence North 00 degrees 24 minutes 40 seconds East a distance of 405.00 feet to the point-of-beginning of the herein described parcel; thence continue North 00 degrees 24 minutes 40 seconds East a distance of 10.00 feet to the southerly right-of-way line of an 80.00 foot wide roadway; thence South 89 degrees 23 minutes 00 seconds East along said southerly right-of-way line a distance of 270.00 feet; thence South 00 degrees 24 minutes 40 seconds West a distance of 10.00 feet to the point of beginning. Containing 0.062 acre of land, more or less.

GRANT OF UTILITIES EASEMENT

THIS GRANT, made this 8<sup>th</sup> day of June, 1987, between ALMAND CONSTRUCTION COMPANY, INC., a Florida corporation (hereinafter "Grantor"), and COUNTY OF ST. JOHNS, a political subdivision of the State of Florida (hereinafter "Grantee").

W I T N E S S E T H :

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, dedicates, releases and quit claims to Grantee, its successors and assigns forever, a non-exclusive utilities easement over the Easement Parcel hereinafter described for the purpose of constructing, operating, laying, maintaining, improving and/or repairing lines, pipes and appurtenant facilities relating to utilities, including, without limitation, lines, pipes and appurtenant facilities relating to water, sewer, natural gas, electrical, telephone and storm water drainage. This Grant of Utilities Easement shall be on, along, over, through, across and under the parcel of land located in St. Johns County, Florida (the "Easement Parcel") specifically described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER, with the right to the Grantee, its successors and assigns, of ingress and egress, to and over the Easement Parcel, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.

PROVIDED, HOWEVER, that Grantor retains the right to use the Easement Parcel for landscaping, surface parking and driveways when such use will not interfere with the rights granted hereby to Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this 5<sup>th</sup> day of June, 1987.

Signed, sealed and delivered in our presence

ALMAND CONSTRUCTION COMPANY, INC.

Louise Pool

By: [Signature]  
Its: \_\_\_\_\_

[Signature]

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Amos S. Nunn II, the \_\_\_\_\_ President of ALMAND CONSTRUCTION COMPANY, INC., a Florida corporation, and that he severally acknowledged executing the foregoing instrument freely and voluntarily under the authority vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 5<sup>th</sup> day of June, 1987.

[Signature]  
Notary Public in and for the County and State Aforesaid.

My commission expires:

2-12-80

CONSENT AND JOINDER

The undersigned consents to the foregoing Grant of Utilities Easement and agrees that the lien, operation and effect of its mortgage upon the Easement Parcel is subordinate to and inferior to the lien, operation and effect of the foregoing Grant of Utilities Easement.

Signed, sealed and delivered in our presence

Brenda Huston  
Cindy G. Green

SOUTHEAST BANK, N.A.

By:

David S. Pratt  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID S. PRATT the Vice President of SOUTHEAST BANK, N.A. a national association, and that he severally acknowledged executing the foregoing instrument freely and voluntarily under the authority vested in him by said association, and that the seal affixed thereto is the true corporate seal of said association.

WITNESS my hand and official seal this 8th day of June, 1987.

Brenda R. Huston  
Notary Public in and for the  
County and State Aforesaid.

My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Jan. 20, 1989  
Bonded By Transamerica Insurance Co.

2371w

## EXHIBIT A - ALMAUD LAND

### DESCRIPTION: PARCEL "A" (By Surveyor)

A parcel of land for utility easement and /or right-of-way expansion purposes being a part of the Perpall Grant, lying in Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, described in Deed Book 223, Page 75 of the Public Records of St. Johns County, Florida, lying West of U.S. Highway No. 1 (State Road No. 5), being described as follows: For a point-of-reference commence at a concrete monument on the easterly right-of-way line of State Road No. S-5A (Moultrie Road) at a point 33 feet, South 89 degrees 23 minutes 00 seconds East from the West boundary line of said Section 41 and from a point which is 2,376 feet from the southern boundary of said Section 41; thence North 00 degrees 28 minutes 30 seconds East along said right-of-way line a distance of 379.94 feet to the point-of-beginning of the herein described parcel; thence continue North 00 degrees 28 minutes 30 seconds East along said right-of-way line a distance of 10.00 feet to the point-of-curvature of a curve concave to the southeast and having a radius of 25.00 feet; thence northeasterly along the arc of said curve through a central angle of 90 degrees 08 minutes 30 seconds for a distance of 39.33 feet to the point-of-tangency and a point on the southerly right-of-way line of an 80.00 foot wide roadway; thence South 89 degrees 23 minutes 00 seconds East along said southerly right-of-way line a distance of 629.22 feet; thence South 00 degrees 24 minutes 40 seconds West a distance of 10.00 feet; thence North 89 degrees 23 minutes 00 seconds West a distance of 629.23 feet to the point-of-curvature of a curve concave to the southeast and having a radius of 25.00 feet; thence southwesterly along the arc of said curve through a central angle of 90 degrees 08 minutes 30 seconds for a distance of 39.33 feet to the point-of-beginning. Containing 0.150 acre of land, more or less.

GRANT OF UTILITIES EASEMENT

THIS GRANT, made this 15<sup>th</sup> day of June, 1987, between CHARLES M. NEVIASER, (hereinafter "Grantor"), and COUNTY OF ST. JOHNS, a political subdivision of the State of Florida (hereinafter "Grantee").

W I T N E S S E T H :

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, dedicates, releases and quit claims to Grantee, its successors and assigns forever, a non-exclusive utilities easement over the Easement Parcel hereinafter described for the purpose of constructing, operating, laying, maintaining, improving and/or repairing lines, pipes and appurtenant facilities relating to utilities, including, without limitation, lines, pipes and appurtenant facilities relating to water, sewer, natural gas, electrical, telephone and storm water drainage. This Grant of Utilities Easement shall be on, along, over, through, across and under the parcel of land located in St. Johns County, Florida (the "Easement Parcel") specifically described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER, with the right to the Grantee, its successors and assigns, of ingress and egress, to and over the Easement Parcel, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.

PROVIDED, HOWEVER, that Grantor retains the right to use the Easement Parcel for landscaping, surface parking and driveways when such use will not interfere with the rights granted hereby to Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this 15<sup>th</sup> day of June, 1987.

Signed, sealed and delivered in our presence

[Signature]  
[Signature]

[Signature]  
CHARLES M. NEVIASER

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES M. NEVIASER, an individual, and that he severally acknowledged executing the foregoing instrument freely and voluntarily.

WITNESS my hand and official seal this 15<sup>th</sup> day of June, 1987.

[Signature]  
Notary Public in and for the  
County and State Aforesaid.

My commission expires:

Notary Public, State of Florida  
My Commission Expires Sept 15, 1990



18 May 1987  
TGA #87-123

EXHIBIT - A - CHARLES NEVIASER

DESCRIPTION: PARCEL "G" (By surveyor)

A parcel of land for utility easement and /or right-of-way expansion purposes being a part of the Perpall Grant, lying in Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, described in Deed Book 223, Page 75 of the Public Records of St. Johns County, Florida, lying West of U.S. Highway No. 1 (State Road No. 5), being described as follows: For a point-of-reference commence at a concrete monument on the easterly right-of-way line of State Road No. S-5A (Moultrie Road) at a point 33 feet, South 89 degrees 23 minutes 00 seconds East from the West boundary line of said Section 41, and from a point which is 2,376 feet from the southern boundary of said Section 41; thence South 89 degrees 23 minutes 00 seconds East, along the southerly line of those lands as described in Deed Book 223, Page 75 of the Public Records of said County, a distance of 924.75 feet; thence North 00 degrees 24 minutes 40 seconds East a distance of 405.00 feet to the point-of-beginning of the herein described parcel; thence continue North 00 degrees 24 minutes 40 seconds East a distance of 10.00 feet to the southerly right-of-way line of an 80.00 foot wide roadway; said point also being a point on a curve concave to the northwest and having a radius of 256.00 feet; thence from a tangent bearing of North 77 degrees 01 minutes 28 seconds East run northeasterly along the arc of said curve through a central angle of 17 degrees 52 minutes 52 seconds for a distance of 79.89 feet to the point-of-tangency; thence North 59 degrees 08 minutes 39 seconds East a distance of 30.04 feet to the point-of-curvature of a curve concave to the southeast and having a radius of 153.50 feet; thence northeasterly along the arc of said curve through a central angle of 31 degrees 16 minutes 00 seconds for a distance of 83.77 feet to the point-of-tangency; thence South 89 degrees 35 minutes 20 seconds East a distance of 21.05 feet to the westerly right-of-way line of U.S. Highway No. 1 (State Road No. 5); thence departing from said southerly right-of-way line run South 00 degrees 24 minutes 40 seconds West along said westerly right-of-way line a distance of 10.00 feet; thence North 89 degrees 35 minutes 20 seconds West a distance of 21.05 feet to the point-of-curvature of a curve concave to the southeast and having a radius of 143.50 feet; thence southwesterly along the arc of said curve through a central angle of 31 degrees 16 minutes 00 seconds for a distance of 78.31 feet to the point-of-tangency; thence South 59 degrees 08 minutes 39 seconds West for a distance of 30.04 feet to the point-of-curvature of a curve concave to the northwest and having a radius of 266.00 feet; thence southwesterly along the arc of said curve through a central angle of 18 degrees 08 minutes 24 seconds for a distance of 84.22 feet to the end of said curve; thence North 89 degrees 23 minutes 00 seconds West for a distance 1.14 feet to the point-of-beginning. Containing 0.049 acre of land, more or less.

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