

RESOLUTION NO.92- 185

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS,  
OF ST. JOHNS COUNTY, FLORIDA ACCEPTING GRANT OF  
EASEMENT FROM RAYLAND COMPANY, INC.

WHEREAS, RAYLAND COMPANY, INC., a Delaware Corporation authorized for and doing business in Florida, as owner, has tendered an easement signed by its Vice President and Assistant Secretary on August 6, 1992 to the Board of County Commissioners of St. Johns County, Florida, conveying an easement which consists of the right to establish and use a roadway and overhead power pole utility service (including but not limited to electric, telecommunication and cable media transmission) within the ONE HUNDRED TWENTY-FIVE (125') FOOT WIDTH of the easement premises; and

WHEREAS, the easement is necessary for ingress and egress to County property, that is, Fire Station No. 17 and the mosquito control facilities located off of State Road 210 ; and

WHEREAS. the easement is more fully described in the grant of easement attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, that the above described easement, a copy of which is attached hereto and made a part hereof, is hereby accepted by the Board of County

\ Commissioners for St. Johns County, Florida. This acceptance shall not be deemed as acceptance requiring St. Johns County to establish and use a roadway and overhead power poles utility service (including but not limited to electric, telecommunications and cable media transmission) within the ONE HUNDRED TWENTY FIVE (125') FOOT WIDTH of the easement premises.

THE CLERK is instructed to record the easement at County expense and to file the Title Search.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 10 day of November, 1992

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Fred Billhoff  
Its Chairman

ATTEST: Carl "Bud" Markel, Clerk

BY: Patricia DeHonde  
Deputy Clerk

**E A S E M E N T**

**THIS EASEMENT** is by and between **RAYLAND COMPANY, INC.**, a Delaware Corporation authorized for and doing business in Florida, with a business address at P.O. Box 1188, Fernandina Beach, Florida 32034, (hereinafter Rayland), and **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, whose mailing address is County Clerk, St. Johns County Courthouse, P.O. Drawer 300, St. Augustine, FL 32085 (hereinafter County).

**WITNESSETH** that Rayland, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration, does hereby grant to County, in its proprietary capacity and not as a dedication to the public, a nonexclusive easement for access road right of way, subject to the herein stated terms and conditions, which easement right of way is hereinafter referred to as the "easement premises" and is more particularly described as:

SEE EXHIBIT A, attached hereto and incorporated herein by this reference.

The easement premises constitute the servient tenement. The dominant tenement, to which the easement is appurtenant, is described as:

and 19,

A PARCEL OF LAND lying in Section 18 Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Northwest corner of Section 19; run thence North 90° 00'00" East, assumed bearing, along the North line of said section, a distance of 622.04 feet to the Point of Beginning; thence North 10° 21'14" West 112.42 feet; thence South 75° 28'45" West 396.02 feet; thence South 52° 24'51" East 520.00 feet to the Northerly right of way line of State Road No. 210 (100' right of way); thence North 73° 02'50" East along said Northerly right of way line 46.92 feet; thence North 10° 21'14" West 297.03 feet to the Point of Beginning. The parcel of land contains 2.08 acres, more or less.

**THIS GRANT** is made upon the following terms:

1. **USE:**

(a) The easement herein granted consists of the right to establish and use a roadway and overhead power pole utility service (including but not limited to electric, telecommunications and cable media transmission) within the ONE HUNDRED TWENTY-FIVE (125') FOOT WIDTH of the easement premises.

(b) Exclusive use of the easement premises is NOT hereby granted, and Rayland retains the right to unrestricted access and use of the easement premises, and to grant to others nonexclusive use of the easement premises, for any lawful purpose consistent with its continued use as a private roadway.

(c) All aerial and subsurface rights to the use in the easement premises as may inhere to Rayland or its predecessors in title remain intact, and as to any such rights, this easement is subordinate.

(d) The installation or maintenance by County of pipes, conduits, or culverts under, or within the easement premises, without the prior written consent of Rayland, is forbidden.

(e) Nothing in this easement, by expression or implication, shall create in Rayland or County an obligation to maintain the easement premises as a roadway. If a roadway or way of passage is established in the easement premises by County, all obligations of maintenance and repair relating to the use of the easement premises is the responsibility of County, who covenants to maintain such roadway and the easement premises, as a minimum, in good repair and safe condition. No such construction, repair or maintenance by County shall create a presumption of dedication of the easement premises as a public roadway.

(f) Rayland retains the right to widen, improve or alter the carrying capacity of the easement at its expense. Rayland, within the exercise of this right, may relocate all or any portion of the easement premises, provided it supplies a right of way with the width and construction equivalent to that replaced, terminating at or near its former point of connection with the dominant tenement, and routed over a right of way no more than 75% longer than the present easement. Rayland may tender a new easement document in connection with such relocation, containing terms substantially as in this grant, and demand a Quitclaim of this grant from County, or his successors in title to the dominant tenement.

(g) This grant does not create or convey any rights whatsoever to the public to use the easement, nor grant or convey to County, its successors and assigns, any right or capability to dedicate to the public all or any portion of any right or rights in this easement or in the easement premises.

2. **DURATION:** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors, assigns, tenants and representatives of the parties hereto. Wherever the term Rayland or County may be used in this instrument, the term shall include the successors or assigns of the respective party, and shall not be construed to be solely a personal covenant of the named party.

3. **TITLE:** Rayland makes no warranty whatsoever as to title in and to the easement premises, and grants only so much right, title or claim of interest in and to the easement premises as Rayland may in fact hold as of the date of this easement grant. This grant is subject to any easements, restrictions, covenants and/or reservations of record, or such paramount rights as may be apparent from an inspection or survey of the easement premises.

4. **RELEASE:** This easement may be cancelled, terminated and released by either:

(a) The execution and recording by County, its successors or assigns, of a release in the form of a quitclaim of this easement, which may be delivered to Rayland, or its successors in title to the servient tenement, at its/their last known address(es) as maintained in the records of the County Tax Assessors/Property Appraiser of St. Johns County, Florida, whereupon this easement shall terminate. For convenience, such abandoning instrument may run to the "owner or owners and all parties interested" in the servient tenement.

(b) The offer by Rayland, its successor or assigns, of the easement premises by dedication to the public as a roadway, which when accepted shall automatically terminate this easement.

IN WITNESS WHEREOF THIS EASEMENT grant has been executed by duly authorized corporate officers of Rayland, and accepted in writing by County, upon this date:

DATED November 10, \_\_\_\_\_, 1992.

RAYLAND COMPANY, INC.  
(P.O. Box 188, Fernandina Bch. Fl. 32034)

Witnesses:

#1. [Signature] (Sign)  
Pamela [unclear] (Print)

#2. [Signature] (Sign)  
Charlotte M. KEEFER (Print)

By [Signature] (Sign)  
ARMOND R. TOMASSETTI (Print)  
AS: VP Vice President (Title)

ATTEST: [Signature] (Sign)  
[Signature] (Print)  
AS: Assistant Secretary (Title)

STATE OF FLORIDA  
COUNTY OF NASSAU

BEFORE ME the undersigned authority personally appeared Almond R. Tomassetti and James L. Shroads, as Vice President and Assistant Secretary, respectively, of RAYLAND COMPANY, INC., a Delaware corporation, who acknowledged before me the execution of this instrument by authority and on behalf of said corporation. Both are personally known to me and did not take an oath.

IN WITNESS WHEREOF I have set my hand and seal upon this 6 day of August, 1992.

Deleene B. Goode (Sign)  
Deleene B. Goode (Print)

NOTARY PUBLIC  
State of FLORIDA  
Commission No.                      NOTARY PUBLIC, STATE OF FLORIDA  
Commission Expires:                      My commission expires Sept. 18, 1995  
Commission No. CC140236

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**A C C E P T A N C E**

THE FOREGOING EASEMENT is accepted upon this date:

DATED: November 10, 1992.

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

Witnesses:

#1 Patricia DeGranda (Sign)  
Patricia DeGranda (Print)

#2. Yvonne Carter (Sign)  
Yvonne Carter (Print)

By: Fred Brinkhoff (Sign)  
Fred Brinkhoff (Print)  
As: Chairman (Title)

ATTEST: Carl "Bud" Markel (Sign)  
Carl "Bud" Markel (Print)  
As: Clerk (Title)

*Handwritten signature/initials*

## BOUNDARY SURVEY OF 125 FOOT WIDE INGRESS AND EGRESS EASEMENT

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT A LIGHTER WOOD POST MARKING THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST, THENCE SOUTH 02°43'25" EAST ALONG THE WEST LINE OF SAID SECTION 19, 491.10 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 210; THENCE NORTH 73°30'43" EAST ALONG SAID RIGHT OF WAY LINE, 677.83 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE NORTH 9°58'00" WEST ALONG THE EAST LINE OF THE PARCEL CONVEYED IN OFFICIAL RECORDS BOOK 781, PAGE 751 OF THE PUBLIC RECORDS OF SAID COUNTY, 409.60 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE CONTINUE NORTH 09°58'00" WEST 112.61 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 4044.75 FEET; THENCE NORTHERLY, ALONG AND AROUND SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°00'00", AN ARC DISTANCE OF 423.56 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 4169.75 FEET; THENCE ALONG AND AROUND SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°00'00", AN ARC DISTANCE OF 436.66 FEET TO A CONCRETE MONUMENT SAID POINT ALSO BEING THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°58'00" WEST, 397.66 FEET TO A CONCRETE MONUMENT; THENCE NORTH 80°02'00" EAST, 125.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL CONVEYED IN OFFICIAL RECORDS BOOK 909, PAGE 983 OF SAID PUBLIC RECORDS; THENCE SOUTH 9°58'00" EAST ALONG THE WEST LINE AND THE EXTENSION OF THE WEST LINE OF SAID PARCEL, 397.66 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 4044.75 FEET; THENCE ALONG AND AROUND SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°00'00", AN ARC DISTANCE OF 423.56 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 4169.75 FEET; THENCE ALONG AND AROUND SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°00'00", AN ARC DISTANCE OF 436.66 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°58'00" EAST, 507.92 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 210; THENCE SOUTH 73°30'43" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 125.81 FEET TO THE POINT OF BEGINNING, CONTAINING 5.088 ACRES (221,618 SQUARE FEET) MORE OR LESS.

SURVEY FOR: ST. JOHNS COUNTY

11-14-92 Original copy to [unclear]

COMMITMENT

№ 395577

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

AMERICAN PIONEER  
TITLE INSURANCE COMPANY

AMERICAN PIONEER TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

The Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six [6] months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

IN WITNESS WHEREOF, American Pioneer Title Insurance Company has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

ISSUED BY:

AMERICAN PIONEER TITLE INSURANCE COMPANY

NORTH FLORIDA TITLE COMPANY  
83-A ORANGE STREET  
P. O. BOX 2186  
ST. AUGUSTINE, FL 32085-2186



By: *Roy Luscher*  
President

Attest: *Steve Linsay*  
Secretary-Treasurer





# COMMITMENT

Plant #  
( )

SCHEDULE A

Agent/Branch #  
(0269\*92-4356SA)

Commitment Number  
395577

Effective Date & Time  
November 3, 1992  
5:00 PM

Loan Amount

Reinsurance Number

Owner's Amount  
\$2,000.00

Other Amount

1. Policy or Policies to be issued:  
ALTA LOAN - 1970 (Rev. 10-17-70 & 10-17-84)  
Proposed Insured:

ALTA OWNER'S, Form B - 1970 (Rev. 10-17-70 & 10-17-84)  
Proposed Insured:  
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Other Proposed Insured:

2. The estate or interest in the land described or referred to in the Commitment and covered herein is  
FEE SIMPLE

and is at the effective date hereof vested in:  
RAYLAND COMPANY, INC., a Delaware corporation

3. The land is described as follows:

SEE ATTACHED SCHEDULE "A"

  
Countersigned Authorized Signatory

Issued by: 0269  
NORTH FLORIDA TITLE COMPANY  
93-A Orange Street  
St. Augustine, FL 32084

NOTE: This Commitment consists of Insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2.  
This Commitment is of no force and effect unless all schedules are included, along with any Rider pages  
incorporated by reference in the Insert pages.

( ) Original

( ) Home Office Copy

( ) Agent's Copy

( ) Plant Copy

## SCHEDULE "A"

That certain piece, parcel of tract of land located in Sections 18 and 19, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described, as follows:

Commence at a lighter wood post marking the Northwest corner of Section 19, Township 5 South, Range 28 East, thence South 02 degrees 43 minutes 25 seconds East along the West line of said Section 19, 491.10 feet to a concrete monument, said point also being the Northerly Right of Way line of State Road No. 210; thence North 73 degrees 30 minutes 43 seconds East along said Right of Way line, 677.83 feet to a concrete monument and the Point of Beginning; thence North 9 degrees 58 minutes 00 seconds West along the East line of the parcel conveyed in Official Records Book 781, page 751 of the public records of said County, 409.60 feet to the Northeast corner of said parcel; thence continue North 09 degrees 58 minutes 00 seconds West 112.61 feet to a concrete monument, said point also being the point of curvature of a curve to the left, said curve concave Westerly and having a radius of 4044.75 feet; thence Northerly, along and around said curve, through a central angle of 6 degrees 00 minutes 00 seconds, an arc distance of 423.56 feet to a concrete monument, said point also being the point of reverse curvature of a curve to the right, said curve concave Easterly and having a radius of 4169.75 feet; thence along and around said curve, through a central angle of 6 degrees 00 minutes 00 seconds, an arc distance of 436.66 feet to a concrete monument said point also being the point of tangency of said curve; thence North 09 degrees 58 minutes 00 seconds West, 397.66 feet to a concrete monument; thence North 80 degrees 02 minutes 00 seconds East, 125.00 feet to the Northwest corner of the parcel conveyed in Official Records Book 909, page 983 of said public records; thence South 9 degrees 58 minutes 00 seconds East along the West line and the extension of the West line of said parcel, 397.66 feet to a concrete monument, said point also being the point of curvature of a curve to the left, said curve concave Easterly and having a radius of 4044.75 feet; thence along and around said curve, through a central angle of 6 degrees 00 minutes 00 seconds, an arc distance of 423.56 feet to a concrete monument, said point also being the point of reverse curvature of a curve to the right, said curve concave Westerly and having a radius of 4169.75 feet; thence along and around said curve, through a central angle of 6 degrees 00 minutes 00 seconds, an arc distance of 436.66 feet to a concrete monument, said point also being the point of tangency of said curve; thence South 09 degrees 58 minutes 00 seconds East, 507.92 feet to a concrete monument, said point also being on the Northerly Right of Way line of said State Road No. 210; thence South 73 degrees 30 minutes 43 seconds West, along said Northerly Right of Way line, 125.81 feet to the Point of Beginning.

# COMMITMENT

Plant #  
( )

SCHEDULE B - SECTION 1

Agent/Branch #  
(0269\*92-4356SA)

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Commitment Number: 395577

The following are requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record to wit:
  - a. Easement from Rayland Company, Inc., a Delaware corporation, conveying captioned lands to Board of County Commissioners of St. Johns County, Florida.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
5. Exceptions three and four of Schedule B - Section 2 of this commitment may be amended in, or deleted from the policy to be issued if a survey, satisfactory to the company, is furnished to the company.
6. Payment of County taxes for year 1992.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

( ) Original

( ) Home Office Copy

( ) Agent's Copy

( ) Plant Copy

# COMMITMENT

Plant #  
( )

SCHEDULE B - SECTION 2

Agent/Branch #  
(0269\*92-4356SA)

Commitment Number: 395577

## Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records of St. Johns County, Florida.
3. Encroachments, overlaps, boundary lines disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records of St. Johns County, Florida.
5. Taxes or special assessments which are not shown as existing liens by the public records of St. Johns County, Florida.
6. Taxes and assessments for the year 1992 and subsequent years.  
NOTE: Taxes are not payable until November 1, 1992 and are not delinquent until April 1, 1993.
7. SUBJECT TO timber rights reservations as reserved in that certain Deed filed September 15, 1989 in Official Records Book 831, page 1729, of the public records of St. Johns County, Florida.
8. SUBJECT TO easements rights conveyed to St. Johns County Asastasia Mosquito Control District by that certain Deed filed September 23, 1991 in Official Records Book 909, page 983, of the public records of St. Johns County, Florida; and by Deed filed October 19, 1992 in Official Records Book 961, page 1380, of said public records.
9. SUBJECT to the restrictions and requirements of that certain easement recorded in Official Records Book 961, page 1380, of the public records of St. Johns County, Florida; and as set forth in the document insured herein.

NOTE: This Commitment consists of Insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the Insert pages.

( ) Original

( ) Home Office Copy

( ) Agent's Copy

( ) Plant Copy

Recorded in Public Records St. Johns County, FL  
Clerk # 93003505 O.R. 978 PG 80 10:42AM 02-05-93  
Recording 21.00 Surchage 3.00 Doc Stamp 0.70

**E A S E M E N T**

**THIS EASEMENT** is by and between **RAYLAND COMPANY, INC.**, a Delaware Corporation authorized for and doing business in Florida, with a business address at P.O. Box 1188, Fernandina Beach, Florida 32034, (hereinafter Rayland), and **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, whose mailing address is County Clerk, St. Johns County Courthouse, P.O. Drawer 300, St. Augustine, FL 32085 (hereinafter County).

**WITNESSETH** that Rayland, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration, does hereby grant to County, in its proprietary capacity and not as a dedication to the public, a nonexclusive easement for access road right of way, subject to the herein stated terms and conditions, which easement right of way is hereinafter referred to as the "easement premises" and is more particularly described as:

SEE EXHIBIT A, attached hereto and incorporated herein by this reference.

The easement premises constitute the servient tenement. The dominant tenement, to which the easement is appurtenant, is described as:

and 19,

A PARCEL OF LAND lying in Section 18 Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Northwest corner of Section 19; run thence North 90° 00'00" East, assumed bearing, along the North line of said section, a distance of 622.04 feet to the Point of Beginning; thence North 10° 21'14" West 112.42 feet; thence South 75° 28'45" West 396.02 feet; thence South 52° 24'51" East 520.00 feet to the Northerly right of way line of State Road No. 210 (100' right of way); thence North 73° 02'50" East along said Northerly right of way line 46.92 feet; thence North 10° 21'14" West 297.03 feet to the Point of Beginning. The parcel of land contains 2.08 acres, more or less.

**THIS GRANT** is made upon the following terms:

1. **USE:**

(a) The easement herein granted consists of the right to establish and use a roadway and overhead power pole utility service (including but not limited to electric, telecommunications and cable media transmission) within the ONE HUNDRED TWENTY-FIVE (125') FOOT WIDTH of the easement premises.

*Wit Ret Cheryl Kent  
5 Rec 21+3  
Copy - Stuart Craig*

(b) Exclusive use of the easement premises is NOT hereby granted, and Rayland retains the right to unrestricted access and use of the easement premises, and to grant to others nonexclusive use of the easement premises, for any lawful purpose consistent with its continued use as a private roadway.

(c) All aerial and subsurface rights to the use in the easement premises as may inhere to Rayland or its predecessors in title remain intact, and as to any such rights, this easement is subordinate.

(d) The installation or maintenance by County of pipes, conduits, or culverts under, or within the easement premises, without the prior written consent of Rayland, is forbidden.

(e) Nothing in this easement, by expression or implication, shall create in Rayland or County an obligation to maintain the easement premises as a roadway. If a roadway or way of passage is established in the easement premises by County, all obligations of maintenance and repair relating to the use of the easement premises is the responsibility of County, who covenants to maintain such roadway and the easement premises, as a minimum, in good repair and safe condition. No such construction, repair or maintenance by County shall create a presumption of dedication of the easement premises as a public roadway.

(f) Rayland retains the right to widen, improve or alter the carrying capacity of the easement at its expense. Rayland, within the exercise of this right, may relocate all or any portion of the easement premises, provided it supplies a right of way with the width and construction equivalent to that replaced, terminating at or near its former point of connection with the dominant tenement, and routed over a right of way no more than 75% longer than the present easement. Rayland may tender a new easement document in connection with such relocation, containing terms substantially as in this grant, and demand a Quitclaim of this grant from County, or his successors in title to the dominant tenement.

(g) This grant does not create or convey any rights whatsoever to the public to use the easement, nor grant or convey to County, its successors and assigns, any right or capability to dedicate to the public all or any portion of any right or rights in this easement or in the easement premises.

2. **DURATION:** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors, assigns, tenants and representatives of the parties hereto. Wherever the term Rayland or County may be used in this instrument, the term shall include the successors or assigns of the respective party, and shall not be construed to be solely a personal covenant of the named party.

3. **TITLE:** Rayland makes no warranty whatsoever as to title in and to the easement premises, and grants only so much right, title or claim of interest in and to the easement premises as Rayland may in fact hold as of the date of this easement grant. This grant is subject to any easements, restrictions, covenants and/or reservations of record, or such paramount rights as may be apparent from an inspection or survey of the easement premises.

4. **RELEASE:** This easement may be cancelled, terminated and released by either:

(a) The execution and recording by County, its successors or assigns, of a release in the form of a quitclaim of this easement, which may be delivered to Rayland, or its successors in title to the servient tenement, at its/their last known address(es) as maintained in the records of the County Tax Assessors/Property Appraiser of St. Johns County, Florida, whereupon this easement shall terminate. For convenience, such abandoning instrument may run to the "owner or owners and all parties interested" in the servient tenement.

(b) The offer by Rayland, its successor or assigns, of the easement premises by dedication to the public as a roadway, which when accepted shall automatically terminate this easement.

**IN WITNESS WHEREOF THIS EASEMENT** grant has been executed by duly authorized corporate officers of Rayland, and accepted in writing by County, upon this date:

DATED \_\_\_\_\_, 1992.

**RAYLAND COMPANY, INC.**

(P.O. Box 188, Fernandina Bch. Fl. 32034)

Witnesses:

#1. [Signature] (Sign)  
Dawn SKEARLEY (Print)

By [Signature] (Sign)  
ARMOND R. TOMASETTI (Print)  
As: VP President (Title)

#2. [Signature] (Sign)  
Charlotte M. KEEFER (Print)

ATTEST: [Signature] (Sign)  
JAMES E. SHROADS (Print)  
As: Assistant Secretary (Title)

*[Handwritten initials]*

*[Faint circular stamp]*

STATE OF FLORIDA  
COUNTY OF NASSAU

BEFORE ME the undersigned authority personally appeared Almond R. Tomassetti and James L. Shroads, as Vice President and Assistant Secretary, respectively, of RAYLAND COMPANY, INC., a Delaware corporation, who acknowledged before me the execution of this instrument by authority and on behalf of said corporation. Both are personally known to me and did not take an oath.

IN WITNESS WHEREOF I have set my hand and seal upon this 6 day of August, 1992.

Deleene B. Goode (Sign)  
Deleene B. Goode (Print)  
NOTARY PUBLIC  
State of \_\_\_\_\_ DELEENE B. GOODE  
Commission No. \_\_\_\_\_ NOTARY PUBLIC, STATE OF FLORIDA  
Commission Expires: My commission expires Sept. 18, 1995  
Commission No. CC140236

\*\*\*\*\*

**A C C E P T A N C E**

THE FOREGOING EASEMENT is accepted upon this date:

DATED: November 10, 1992.

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

Witnesses:

#1 Patricia DeGranda (Sign)  
Patricia DeGranda (Print)

By: Fred Brinkhoff (Sign)  
Fred Brinkhoff (Print)  
As: Chairman (Title)

#2. Yvonne Carter (Sign)  
Yvonne Carter (Print)

ATTEST: Carl "Bud" Markel (Sign)  
Carl "Bud" Markel (Print)  
As: Clerk (Title)

*Handwritten signature and date: 11/10/92*



## BOUNDARY SURVEY OF 125 FOOT WIDE INGRESS AND EGRESS EASEMENT

O.R. 978 PG 0084

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT A LIGHTER WOOD POST MARKING THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST, THENCE SOUTH 02°43'25" EAST ALONG THE WEST LINE OF SAID SECTION 19, 491.10 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 210; THENCE NORTH 73°30'43" EAST ALONG SAID RIGHT OF WAY LINE, 677.83 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE NORTH 9°58'00" WEST ALONG THE EAST LINE OF THE PARCEL CONVEYED IN OFFICIAL RECORDS BOOK 781, PAGE 751 OF THE PUBLIC RECORDS OF SAID COUNTY, 409.60 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE CONTINUE NORTH 09°58'00" WEST 112.61 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 4044.75 FEET; THENCE NORTHERLY, ALONG AND AROUND SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°00'00", AN ARC DISTANCE OF 423.56 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 4169.75 FEET; THENCE ALONG AND AROUND SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°00'00", AN ARC DISTANCE OF 436.66 FEET TO A CONCRETE MONUMENT SAID POINT ALSO BEING THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°58'00" WEST, 397.66 FEET TO A CONCRETE MONUMENT; THENCE NORTH 80°02'00" EAST, 125.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL CONVEYED IN OFFICIAL RECORDS BOOK 909, PAGE 983 OF SAID PUBLIC RECORDS; THENCE SOUTH 9°58'00" EAST ALONG THE WEST LINE AND THE EXTENSION OF THE WEST LINE OF SAID PARCEL, 397.66 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 4044.75 FEET; THENCE ALONG AND AROUND SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°00'00", AN ARC DISTANCE OF 423.56 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 4169.75 FEET; THENCE ALONG AND AROUND SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°00'00", AN ARC DISTANCE OF 436.66 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°58'00" EAST, 507.92 FEET TO A CONCRETE MONUMENT, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 210; THENCE SOUTH 73°30'43" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 125.81 FEET TO THE POINT OF BEGINNING, CONTAINING 5.088 ACRES (221,618 SQUARE FEET) MORE OR LESS.

**SURVEY FOR: ST. JOHNS COUNTY**