

RESOLUTION NO. 99- 153

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES FOR ACCESS, INSTALLATION AND MAINTENANCE OF WATER AND SEWER LINES ON TOWERVIEW DRIVE AND CENTER PLACE WAY ROADWAY EXTENSIONS.

WHEREAS, the County has agreed to provide water and sewer service within the Saint Johns Project pursuant to the terms of the Easement for Utilities; and

WHEREAS, SJH Partnership, Ltd., a Florida limited partnership, has executed and presented to the County Easements for both Utilities, attached hereto as Exhibit "A" and Exhibit "B," incorporated herein by reference and made a part hereof, for water and sewer service; and

WHEREAS, Bills of Sale conveying all the personal property associated with each said Easement the service to be provided have also been executed and is attached; and

WHEREAS, for acceptance of these easements better serves the health, safety and welfare of the citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS;

1. The acceptance of the above described Easements for Utilities for access, installation and maintenance of water and sewer lines and the equipment thereon is hereby approved.
2. The clerk is instructed to record the Easements for Utilities and Bills of Sale in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 26 day of October, 1999.

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

BY: Marc A. Jozalone
Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DePrande
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

(Center Place Way)

THIS EASEMENT executed and given this 21st day of July, 1999, by **SJH PARTNERSHIP, LTD.**, with an address of 101 East Town Place, Suite 100, St. Augustine, FL 32092, hereinafter called "Grantor," to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

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

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required

to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

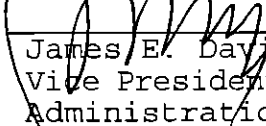
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

By: SJ MEMPHIS, LTD., a Florida limited partnership, its general partner

By: ST. JOHNS HARBOUR, INC., a Florida corporation, its general partner

By: 
James E. Davidson, Jr.
Vice President-Development Administration

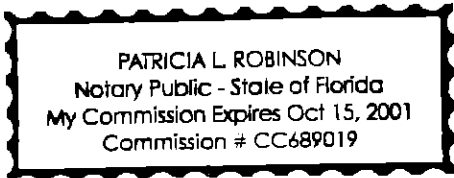
[CORPORATE SEAL]


(Print Name Patricia L. Robinson)


(Print Name RICK PARIANI)

STATE OF FLORIDA)
) SS
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 21 day of July, 1999, by **JAMES E. DAVIDSON, JR.**, Vice President/Development Administration of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.



Patricia L. Robinson
(Print Name Patricia L. Robinson)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

LEGAL DESCRIPTION

CENTER PLACE WAY EXTENSION

A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 14 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH $89^{\circ}32'10''$ WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF INTERNATIONAL GOLF PARKWAY (A 88 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 1390.91 FEET; THENCE SOUTH $00^{\circ}27'30''$ EAST LEAVING SAID NORTHERLY LINE OF SECTION 14 TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL GOLF PARKWAY WITH THE WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD (A 88 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 33.00 FEET; THENCE SOUTH $00^{\circ}24'16''$ WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 1183.66 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 583.89 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 214.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $10^{\circ}58'22''$ WEST AND A CHORD DISTANCE OF 213.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $21^{\circ}28'28''$ WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 206.71 FEET; THENCE SOUTH $81^{\circ}19'58''$ WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 198.00 FEET; THENCE SOUTH $21^{\circ}28'28''$ WEST, A DISTANCE OF 216.68 FEET; THENCE SOUTH $81^{\circ}19'58''$ WEST, A DISTANCE OF 435.88 FEET; THENCE SOUTH $25^{\circ}06'46''$ WEST, A DISTANCE OF 281.02 FEET; THENCE SOUTH $81^{\circ}18'57''$ WEST, A DISTANCE OF 649.70 FEET; THENCE SOUTH $12^{\circ}19'58''$ EAST, A DISTANCE OF 148.69 FEET; THENCE SOUTH $81^{\circ}19'58''$ WEST, A DISTANCE OF 598.47 FEET TO A POINT IN THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 95 (A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $27^{\circ}32'59''$ WEST ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 154.32 FEET; THENCE NORTH $24^{\circ}32'59''$ WEST CONTINUING ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 212.09 FEET; THENCE NORTH $81^{\circ}19'58''$ EAST LEAVING SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 302.36 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 114.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $57^{\circ}02'15''$ EAST AND A CHORD DISTANCE OF 91.14 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $77^{\circ}57'44''$ EAST AND A CHORD DISTANCE OF 21.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $81^{\circ}19'58''$ EAST, A DISTANCE OF 185.69 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $54^{\circ}47'29''$ EAST AND A CHORD DISTANCE OF 89.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $28^{\circ}15'00''$ EAST, A DISTANCE OF 140.71 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $16^{\circ}45'00''$ WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP OF SAID CURVE LYING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COMMERCE LAKE DRIVE (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE SOUTH $61^{\circ}45'00''$ WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 142.91 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 380.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COMMERCE LAKE DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $82^{\circ}53'21''$ EAST AND A CHORD DISTANCE OF 15.11 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF COMMERCE LAKE DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $72^{\circ}06'39''$ WEST AND A CHORD DISTANCE OF 69.29 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $28^{\circ}15'00''$ WEST, A DISTANCE OF 141.05 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 160.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 148.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $54^{\circ}47'29''$ WEST AND A CHORD DISTANCE OF 142.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $81^{\circ}19'58''$ WEST, A DISTANCE OF 185.69 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $60^{\circ}37'41''$ WEST AND A CHORD DISTANCE OF 21.21 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 114.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $74^{\circ}22'19''$ WEST AND A CHORD DISTANCE OF 91.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.90 ACRES (39,127 SQUARE FEET) MORE OR LESS.

EXHIBIT B

PERMITTED EXCEPTIONS

(Center Place Way)

1. Notification of DRI/Development Order recorded in Official Records Book 922, Page 219, as modified by Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119, and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, as modified by Notification of DRI/Development Order recorded in Official Records Book 1338, page 205; modified by Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883, and as further modified by Notice of DRI\Development Order Modification recorded in Official Records Book 1388, page 1323, of the public records of St. Johns County, Florida.
2. Saint Johns Water and Wastewater Utility Service Agreement between Northwest Utilities I, Inc., SJH Partnership, Ltd. and St. Johns County, Florida, recorded in Official Records Book 1094, Page 332, public records of St. Johns County, Florida.
3. Declaration of Covenants and Restrictions for Saint Johns Southeast Master dated July 24, 1996, recorded in Official Records Book 1185, page 1669, as amended by Official Records Book 1261, page 13, and Supplementary Declaration of Covenants and Restrictions for Saint Johns - Southeast Master recorded in Official Records Book 1235, page 992, Official Records Book 1254, page 1398, and Official Records Book 1282, page 1655, and Supplementary Declaration of Covenants and Restrictions for Saint Johns - Southeast Master recorded in Official Records Book 1373, page 635, all of the public records of St. Johns County, Florida.

EXHIBIT "A" TO RESOLUTION

BILL OF SALE

UTILITY IMPROVEMENTS /
CENTER PLACE WAY EXTENSION

SJH PARTNERSHIP, LTD. a Florida limited partnership, for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, the following personal property:

The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system for Center Place Way Extension within the Saint Johns project, lying within the right-of-way of the roads shown by the Final Development Plan of Center Place Way Extension at PUD Official Records Book M, page 280 of the public records of St. Johns County, Florida. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

SJH Partnership, Ltd. does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, SJH Partnership, Ltd. has caused this instrument to be duly executed and delivered by its duly authorized officer on this 21 day of July, 1999.

Signed, sealed and delivered in the presence of:

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

By: SJ MEMPHIS, LTD., a Florida limited partnership, its general partner

By: ST. JOHNS HARBOUR, INC., a Florida corporation, its general partner

By: [Signature]
James E. Davidson, Jr.
Vice President-Development Administration

[CORPORATE SEAL]

[Signature]
(Print Name Patricia L. Robinson)

[Signature]
(Print Name RICK PARIANI)

SCHEDULE A

POTABLE WATER

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1	10" WATERLINE	540	LF
2	8" WATERLINE	125	LF
3	10" GATE VALVE	1	EA
4	8" GATE VALVE	1	EA
5	10" WET TAPPING SLEEVE	1	EA
6	FIRE HYDRANT	1	EA
7	2" FLUSHING VALVE	1	EA
8	18" CASING	76	LF
9	FITTINGS MISC	1	LS
10	RESTRAINING JOINTS	1	LS

SANITARY SEWER

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1	MANHOLE	2	EA
2	SANITARY SEWER 8"	704	LF
3			

REUSE MAIN

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1	4" REUSE MAIN	840	LF
2	4" TEE	1	EA
3	4" GATE VALVE	3	EA
4	FITTINGS MISC	1	LS
5	RESTRAINING JOINTS	1	LS

Prepared by
England - Thims & Miller, Inc.
Consulting & Design Engineers
3131 St Johns Bluff Road S.
Jacksonville, FL 32246
Tel (904) 642-8880 Fax (904) 646-8486

J. B. COXWELL CONTRACTING, INC.
 6741 LLOYD ROAD WEST
 JACKSONVILLE, FL 32254
 PHONE 786-1120
 FAX 783-2970

**CENTER PLACE WAY EXTENSION
 AT SAINT JOHNS
 FOR
 SJH PARTNERSHIP, LTD.**

ITEM	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	CURRENT	TOTAL TO DATE	% COMP	BALANCE TO FINISH	RETAINAGE
1	MISC CLEARING & GRUBBING	1,830.00	1,830.00	-	1,830.00	100%	-	-
2	EARTHWORK	12,211.00	12,211.00	-	12,211.00	100%	-	-
3	SEEDING AND MULCHING	1,053.00	1,053.00	-	1,053.00	100%	-	-
4	SOD	6,308.00	6,308.00	-	6,308.00	100%	-	-
5	DRAINAGE	18,031.00	18,031.00	-	18,031.00	100%	-	-
6	PAVING AND CURBS	48,555.00	48,555.00	-	48,555.00	100%	-	-
7	PAVING & DRAINAGE AS-BUILTS	1,584.00	1,584.00	-	1,584.00	100%	-	-
8	SANITARY SEWER COLL. SYSTEM	30,470.00	30,470.00	-	30,470.00	100%	-	-
9	TV & INSPECTION REPORT	796.00	796.00	-	796.00	100%	-	-
10	WATER DISTRIBUTION SYSTEM	33,553.00	33,553.00	-	33,553.00	100%	-	-
11	WATER & SEWER AS-BUILTS	1,584.00	1,584.00	-	1,584.00	100%	-	-
12	UNDERDRAIN / EDGEDRAIN	16,800.00	16,800.00	-	16,800.00	100%	-	-
13	EROSION AND SEDIMENT CONTROL	4,510.00	4,510.00	-	4,510.00	100%	-	-
14	STORM WATER POLLUTION PLAN	678.00	678.00	-	678.00	100%	-	-
15	STRIPING AND SIGNAGE	475.00	475.00	-	475.00	100%	-	-
16	PAYMENT & PERFORMANCE BOND	1,000.00	1,000.00	-	1,000.00	100%	-	-
17	DELETE UNDERDRAIN	(16,800.00)	(16,800.00)	-	(16,800.00)	100%	-	-
TOTAL ORIGINAL CONTRACT		162,638.00	162,638.00	-	162,638.00	100%	-	-

J. B. Coxwell Contracting, Inc.

STATE OF FLORIDA

COUNTY OF DUVAL

SUBCONTRACTOR'S ONE YEAR WARRANTY

Date: February 16, 1999

Project: Center Place Way Extension

The undersigned warrants all its work performed in connection with the above project to be in conformance with drawings and specifications and free from all defects in material and workmanship for a period of one (1) year from approval date by FDEP, and agrees to remedy all defects arising within that period at its own expense, including the cost of repair or replacement of items damaged by such defects, or damaged in the course of repairing such defects.

The term A defects \equiv shall not be construed as embracing damage arising from misuse, negligence, acts of God, normal wear and tear or failure to follow maintenance or operating instructions.

Company: J.B. Coxwell Contracting, Inc.

Name: Thomas Kayser, Vice President

Signature: Thomas Kayser

Sworn to and subscribed before me this

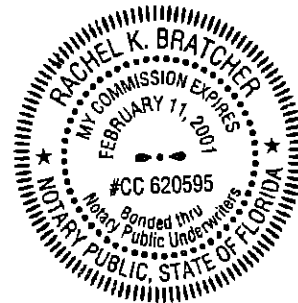
21st Day of June, 1999

Rachel K. Bratcher
Notary Public

Identification

X or

Personally Known



J. B. COXWELL CONTRACTING, INC.

**CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**


The undersigned lienor, in consideration of the sum of **\$16,263.80**, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to SJH Partnership, Ltd. On the job of SJH Partnership, Ltd. To the following described property:

**CENTER PLACE WAY EXTENSION AT ST. JOHNS
ST. AUGUSTINE, FLORIDA**

This Conditional Waiver and Release of Lien Upon Final Payment is conditioned upon the undersigned receiving collected funds in the amount of **\$16,263.80** for the work described herein. Should these funds not be received within 10 days of the date hereof, this Conditional Waiver and Release of Lien is void.

Dated on June 14, 1999

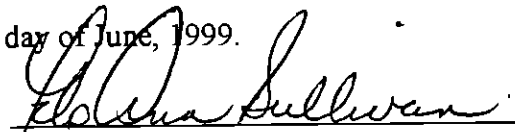
J. B. COXWELL CONTRACTING, INC.


Michael G. Bailey, Asst. Sec./Treasurer

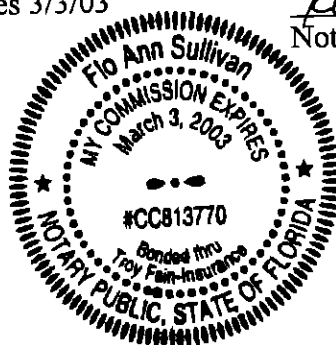
STATE OF FLORIDA
COUNTY OF DUVAL

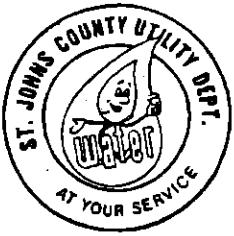
Sworn to and subscribed before me this 14th day of June, 1999.

My commission expires 3/3/03


Notary Public

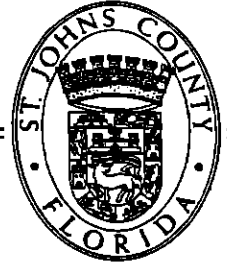
NOTARY SEAL





ST. JOHNS COUNTY, FLORIDA

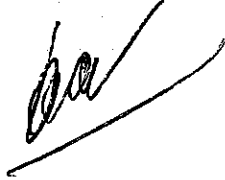
Board of County Commissioners



P.O. Box 3006
St. Augustine, Florida 32085-3006
Phone: (904) 471-2161 • Fax : (904) 461-7619

IOM

TO: Mary Ann Blount, Real Estate Officer
Laurie Braddock, Assistant Real Estate Officer

FROM: Herbert A. Van Der Mark
Construction Manager of Utilities 

DATE : October 11, 1999

SUBJECT: **Center Place Way-Roadway Extension
South East Quadrant - St. Johns DRI
Easement for Water and Sewer Utilities, Bill of Sale,
Warranty, and Conditional Waiver/Release of Lien
Upon Final Payment.**

Please be informed that the water and sewer infrastructure for the above referenced roadway extension will be utilized by the St. Johns County Utility Department to provide services for future commercial development.

The water and sewer extensions have been completed in accordance with the St. Johns County Utility Department's Design Standards and Specifications. The Florida Department of Environmental Protection - Certification of Construction Completion forms have been filed with the F.D.E. P. and the acceptance letters for placing the systems in service have been received for both water and sewer.

The easement for Utilities and associated documents have been reviewed by the St. Johns County Utility Department and are attached for your review and approval by BCC.

EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

(Towerview Drive)

THIS EASEMENT executed and given this 21st day of July, 1999, by **SJH PARTNERSHIP, LTD.**, with an address of 101 East Town Place, Suite 100, St. Augustine, FL 32092, hereinafter called "Grantor," to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

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

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping,

planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

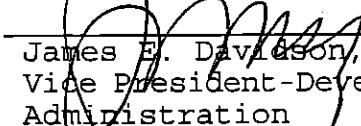
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

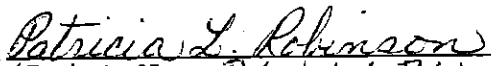
SJH PARTNERSHIP, LTD.,
a Florida limited partnership

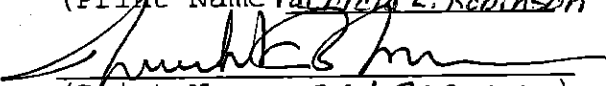
By: SJ MEMPHIS, LTD., a Florida limited partnership, its general partner

By: ST. JOHNS HARBOUR, INC., a Florida corporation, its general partner

By: 
James E. Davidson, Jr.
Vice President-Development Administration

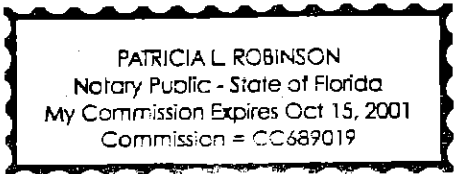
[CORPORATE SEAL]


(Print Name Patricia L. Robinson)


(Print Name RICK PARIANI)

STATE OF FLORIDA)
)SS
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 21
day of July, 1999, by **JAMES E. DAVIDSON, JR.**, Vice
President Development Administration of ST. JOHNS HARBOUR, INC., a
Florida corporation, the general partner of SJ MEMPHIS, LTD., a
Florida limited partnership, the general partner of **SJH**
PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the
partnership.



Patricia L. Robinson
(Print Name Patricia L. Robinson)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

EXHIBIT A
TOWERVIEW DRIVE

PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 1295.90 FEET; THENCE SOUTH 75°04'08" EAST LEAVING SAID WESTERLY LINE OF SECTION 44, A DISTANCE OF 1910.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59°21'36" EAST, A DISTANCE OF 21.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 440.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 431.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°25'35" EAST AND A CHORD DISTANCE OF 414.00 FEET TO A POINT ON SAID CURVE; THENCE NORTH 24°54'33" EAST, A DISTANCE OF 10.73 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 440.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 62°42'38" EAST AND A CHORD DISTANCE OF 40.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°06'02" EAST, A DISTANCE OF 25.69 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°12'45" EAST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AN ARC DISTANCE OF 175.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°23'16" WEST AND A CHORD DISTANCE OF 174.70 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AND THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°26'14" WEST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°07'25" WEST, A DISTANCE OF 38.20 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 360.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 373.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°07'10" WEST AND A CHORD DISTANCE OF 357.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°21'36" WEST, A DISTANCE OF 18.80 FEET; THENCE NORTH 32°40'18" WEST, A DISTANCE OF 80.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.99 ACRES MORE OR LESS.

EXHIBIT B

PERMITTED EXCEPTIONS

(Towerview Drive)

1. Ad valorem taxes and assessments required to be paid in the year 1999, and subsequent years.
2. Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as modified by Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119, and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, as modified by Notification of DRI/Development Order recorded in Official Records Book 1338, page 205, modified by Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883, and as further modified by Notice of DRI\Development Order Modification recorded in Official Records Book 1388, page 1323, all of St. Johns County, Florida; and further amended to the date hereof.
3. Saint Johns Water and Wastewater Utility Service Agreement between Northwest Utilities I, Inc., SJH Partnership, Ltd. and St. Johns County, Florida, recorded in Official Records Book 1094, page 332, public records of St. Johns County, Florida.
4. Declaration of Covenants and Restrictions for Saint Johns - Northwest Master recorded in Official Records Book 1185, page 595, and Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Master recorded in Official Records Book 1373, page 627, of the public records of St. Johns County, Florida.
5. Declaration of Covenants and Restrictions for Saint Johns - Northwest Commercial recorded in Official Records Book 1185, page 645, as amended by Notice of Relocation of Roadways - Saint Johns - Northwest Commercial recorded in Official Records Book 1198, page 866, and supplemented by Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Commercial recorded in Official Records Book 1198, page 948, all of the public records of St. Johns County, Florida.

6. Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential recorded in Official Records Book 1185, page 740, as amended by First Amendment to Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential recorded in Official Records Book 1198, page 872, and supplemented by Supplementary Declaration of Covenants and Restrictions recorded in Official Records Book 1198, page 890, Official Records Book 1230, page 1358, Official Records Book 1252, page 1479, Official Records Book 1279, page 286, and Official Records Book 1314, page 1544, and supplemented by Supplementary Declaration of Covenants and Restrictions recorded in Official Records Book 1373, page 630, all of the public records of St. Johns County, Florida.

BILL OF SALE

UTILITY IMPROVEMENTS /
TOWERVIEW DRIVE

SJH PARTNERSHIP, LTD. a Florida limited partnership, for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, the following personal property:

The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system for Towerview Drive within the Saint Johns project, lying within the right-of-way of the roads shown by the Final Development Plan of Towerview Drive at PUD Official Records Book L, page 26 of the public records of St. Johns County, Florida. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

SJH Partnership, Ltd. does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

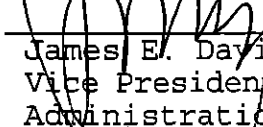
IN WITNESS WHEREOF, SJH Partnership, Ltd. has caused this instrument to be duly executed and delivered by its duly authorized officer on this 21 day of July, 1999.

Signed, sealed and delivered in the presence of:

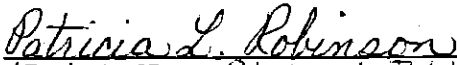
SJH PARTNERSHIP, LTD.,
a Florida limited partnership


By: SJ MEMPHIS, LTD., a Florida limited partnership, its general partner

By: ST. JOHNS HARBOUR, INC., a Florida corporation, its general partner

By: 
James E. Davidson, Jr.
Vice President-Development Administration

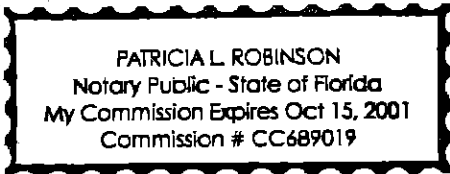
[CORPORATE SEAL]


(Print Name Patricia L. Robinson)


(Print Name RIK PARIANI)

STATE OF FLORIDA)
)SS
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 21 day of July, 1999, by **JAMES E. DAVIDSON, JR.**, Vice President-Development Administration of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.



Patricia L. Robinson
(Print Name Patricia L. Robinson)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

SCHEDULE A

AIA DOCUMENT G703 PAGE OF PAGES

APPLICATION NUMBER: 6
 APPLICATION DATE: MAY 25, 1999
 PERIOD FROM: MAR. 26, 1999
 TO: MAY 25, 1999
 ARCHITECT'S PROJECT NO:

TOWERVIEW DRIVE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E	F	G TOTAL COM- PLETED & STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			Previous Applications	This application Work in Place Stored Mail's not in D or E					
1	CLEAR & GRUB	20,427.02	0.00	0.00	0.00	0.00	20,427.02	0.00	0.00
2	EARTHWORK	68,830.86	0.00	0.00	0.00	0.00	68,830.86	0.00	0.00
3	SEED & MULCH	840.00	0.00	0.00	0.00	0.00	840.00	0.00	0.00
4	SOD	15,348.96	0.00	0.00	0.00	0.00	15,348.96	0.00	0.00
5	DRAINAGE	27,156.01	0.00	0.00	0.00	0.00	27,156.01	0.00	0.00
6	PAVING & CURBS	55,781.38	0.00	0.00	0.00	0.00	55,781.38	0.00	0.00
7	PAVING & DRAINAGE AS-BUILTS	500.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00
8	SANITARY SEWER COLLECTION SYST	31,099.38	0.00	0.00	0.00	0.00	31,099.38	0.00	0.00
9	TV INSPECTION	424.00	0.00	0.00	0.00	0.00	424.00	0.00	0.00
10	WATER DISTRIBUTION SYSTEM	28,143.51	0.00	0.00	0.00	0.00	28,143.51	0.00	0.00
11	WATER & SEWER AS-BUILTS	500.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00
12	UNDERDRAIN/EGEDRAIN	16,776.00	0.00	0.00	0.00	0.00	16,776.00	0.00	0.00
13	EROSION & SEDIMENT CONTROL	1,917.16	0.00	0.00	0.00	0.00	1,917.16	0.00	0.00
14	STORM WATER POLLUTION PREV. PL	275.00	0.00	0.00	0.00	0.00	275.00	0.00	0.00
15	STRIPING & SIGNAGE	940.61	0.00	940.61	0.00	0.00	940.61	0.00	0.00
16	PAYMENT & PERFORMANCE BOND	4,184.39	0.00	0.00	0.00	0.00	4,184.39	0.00	0.00
17	CHANGE ORDER NO. 1	(9,259.70)	0.00	0.00	0.00	0.00	(9,259.70)	0.00	0.00
18	CHANGE ORDER NO. 2	(12,938.96)	0.00	0.00	0.00	0.00	(12,938.96)	0.00	0.00
		250,945.62	250,005.01	940.61	0.00	0.00	250,945.62	0.00	0.00

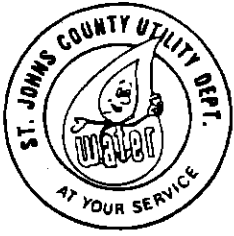
DATE: AUGUST 24,1999
PROJECT NO: 98-177

TOWERVIEW DRIVE

NW QUAD SAINT JOHNS

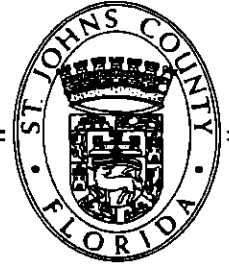
<u>POTABLE WATER</u>		<u>QUANTITY</u>	<u>UNIT</u>
<u>ITEM NO.</u>	<u>DESCRIPTION</u>		
1	10" WATERLINE	600	LF
2	10" GATE VALVE	1	EA
3	10' PLUG	1	EA
4	20" CASING	195	LF
5	FITTINGS MISC	1	LS
6	RESTRAINING JOINTS	1	LS
1	2" FLUSHING VALVE	1	EA
<u>SANITARY SEWER</u>		<u>QUANTITY</u>	<u>UNIT</u>
<u>ITEM NO.</u>	<u>DESCRIPTION</u>		
1	MANHOLE	2	EA
2	SANITARY SEWER 10"	529	L.F.
3	SANITARY SEWER 8"	20	L.F.

Prepared by:
England - Thims & Miller, Inc.
 Consulting & Design Engineers
 3131 St. Johns Bluff Road S.
 Jacksonville, Fl. 32246
 Tel: (904) 642-8990 Fax: (904) 646-9485



ST. JOHNS COUNTY, FLORIDA


Board of County Commissioners



P.O. Box 3006
St. Augustine, Florida 32085-3006
Phone: (904) 471-2161 • Fax: (904) 461-7619

IOM

TO: Mary Ann Blount, Real Estate Officer
Laurie Braddock, Assistant Real Estate Officer

FROM: Herbert A. Van Der Mark
Construction Manager of Utilities 

DATE : October 12, 1999

SUBJECT: **Townview Drive - Roadway Extension
Northwest Quadrant - St. Johns DRI
Easement for Water and Sewer Utilities, Bill of Sale,
Warranty, and Waiver/Release of Lien upon Final Payment**

Please be informed that the water and sewer infrastructure for the above referenced roadway extension will be utilized by the St. Johns County Utility Department to provide services for future commercial development.

The water and sewer extensions have been completed in accordance with the St. Johns County Utility Department's Design Standards and Specifications. The Florida Department of Environmental Protection - Certification of Construction Completion forms have been filed with the F.D.E. P. and the acceptance letters for placing the systems in service have been received for both water and sewer.

The easement for Utilities and associated documents have been reviewed by the St. Johns County Utility Department and are attached for your review and approval by BCC.