

RESOLUTION NO. 99-160

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR A LIFT STATION SERVICING ST. JOHNS SIX MILE CREEK NORTH DEVELOPMENT.

WHEREAS, SJ Land Associates, LLC, with an address of 101 East Town Place, Suite 200, St. Augustine, Florida 32095, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for water and sewer service within the St. Johns Six Mile Creek North development.

WHEREAS, St. Johns County Utility department has approved for the purposes mentioned herein, as stated in a memo, attached hereto as, Exhibit "B," incorporated by reference and made a part hereof, and

WHEREAS, acceptance of this easement 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,

1. The acceptance of the Easement for Utilities for a lift station and the equipment thereon is hereby approved.

2. The clerk is instructed to record the Easement for Utilities in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 9th day of November, 1999.

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

BY: Marc Javalone
Chairman

ATTEST: Cheryl Strickland, Clerk

By: Dennis DeGrande
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES
(SIX MILE ENTRANCE ROAD LIFT STATION)

THIS EASEMENT executed and given this ____ day of _____, 1999, by SJ LAND ASSOCIATES, LLC, with an address of 101 East Town Place, Suite 200, St. Augustine, Florida 32095, 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"); subject to the right of Grantor to plat and construct a project roadway over the easternmost sixty (60') feet of 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.

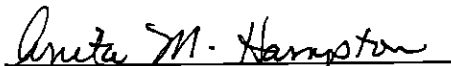
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, 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.

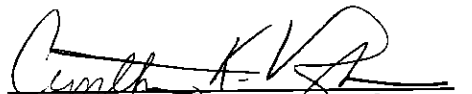
4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

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:

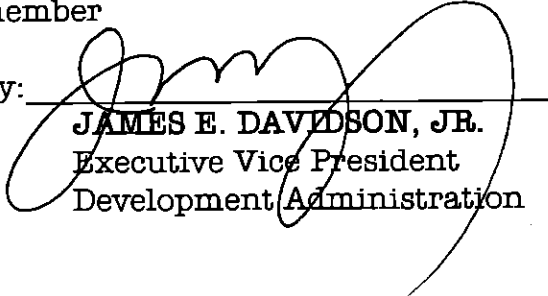

Print: Anita M. Hampton


Print: CYNTHIA R. VAUGHN

GRANTOR:

SJ LAND ASSOCIATES, LLC, a Delaware
Limited Liability Company

By: **SJ LAND COMPANY**, its managing
member

By: 
JAMES E. DAVIDSON, JR.
Executive Vice President
Development Administration

STATE OF FLORIDA }
 SS
COUNTY OF St. Johns }

The foregoing instrument was acknowledged before me this 11 day of October, 1999, by JAMES E. DAVIDSON, JR., as Executive Vice President of Development Administration of SJ LAND COMPANY, the managing member of SJ LAND ASSOCIATES, LLC, a Delaware Limited Liability Company, on behalf of the company.

TRACY G. BOZZETTI
Notary Public, State of Florida
My comm. exp. Jan. 7, 2003
Comm. No. CC800709


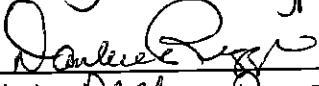
Tracy G. Bozzetti
(Print Name Tracy G. Bozzetti)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

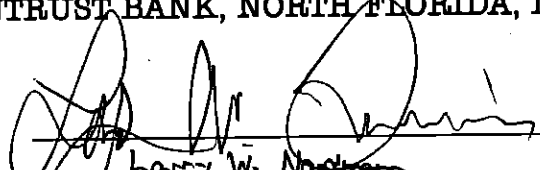
CONSENT AND JOINDER

SUNTRUST BANK, NORTH FLORIDA, N.A., as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1353, page 1142 of the public records of St. Johns County, Florida encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and delivered in the presence of:

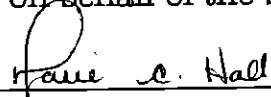
SUNTRUST BANK, NORTH FLORIDA, N.A.


Print: Julie C. Thigpen

Print: Darlene Riggs

BY: 
Harry W. Nordmann
ITS: Vice President

STATE OF FLORIDA }
 }SS
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 13th day of October, 1999, by Harry W. Nordmann, as Vice President of SUNTRUST BANK, NORTH FLORIDA, N.A., on behalf of the bank.


(Print Name Marie C. Hall)
NOTARY PUBLIC
State of Florida at Large
Commission # CC717309
My Commission Expires: FEB 18, 02
Personally Known ✓
or Produced I.D.
[check one of the above]
Type of Identification Produced

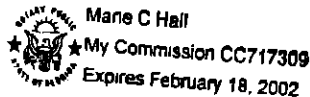


EXHIBIT A

PARCEL B, SAINT JOHNS

LIFT STATION EASEMENT NO. 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF LOT 11 OF SAID ANTONIO HUERTAS GRANT, SECTION 38 AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 13A (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1112.00 FEET; THENCE NORTH 70°12'28" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 13A, A DISTANCE OF 300.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 70°12'28" WEST, A DISTANCE OF 182.29 THENCE NORTH 26°06'05" WEST, A DISTANCE OF 71.84 FEET; THENCE SOUTH 70°12'28" EAST, A DISTANCE OF 234.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.24 ACRES MORE OR LESS.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 1999 and any taxes and assessments levied or assessed subsequent to the date hereof.
2. Mortgage and Security Agreement Securing a Development Loan from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., dated October 2, 1998 and recorded October 5, 1998 in Official Records Book 1353, page 1142, in the original principal amount of \$20,000,000.00.
3. Conditional Assignment of Rents, Leases, Revenues and Profits from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., dated October 2, 1998 and recorded October 5, 1998 in Official Records Book 1353, page 1171.
4. UCC-1 Financing Statement from SJ Land Associates, LLC, a Delaware limited liability corporation to SunTrust Bank, North Florida, N.A., recorded October 5, 1998 in Official Records Book 1353, page 1183, as amended.
5. Allocation of Development Rights dated July 20, 1998 by and among SJH Partnership, Ltd., a Florida limited partnership and Dunavant Enterprises, Inc., a Tennessee corporation and SJ Land Associates, LLC, a Delaware limited liability company, dated July 20, 1998 and recorded July 21, 1998 in Official Records Book 1335, page 340 of the public records of St. Johns County, Florida.
6. Saint Johns DRI Development Order approved under St. Johns County, Florida Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as further modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under 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, modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, page 205, and as further modified by Modification of Saint Johns Development of Regional Impact Development

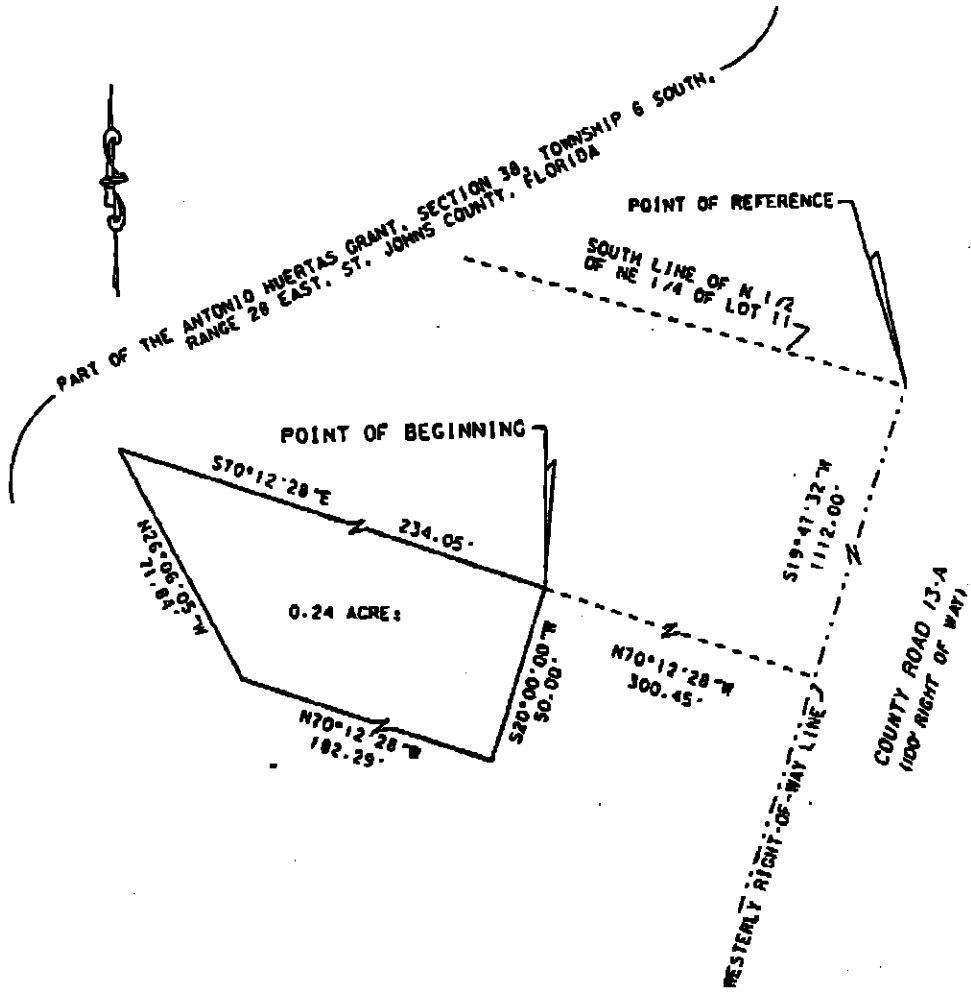
Order on September 28, 1998, under Resolution 98-179 as noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883 and as further modified by Modification of Saint Johns DRI/Development Order Modification under Resolution 99-20, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1388, page 1323, all of St. Johns County, Florida.

7. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
8. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.
9. Impact Fee Credit Agreement (Road Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1596; Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 590; and Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 1826, all of the Public Records of St. Johns County, Florida.
10. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584, of the Public Records of St. Johns County, Florida.
11. Right of First Refusal Agreement between Dunavant Enterprises, Inc. and First Union National Bank dated June 26, 1998 and recorded July 2, 1998 in Official Records Book 1330, page 1105, of the public records of St. Johns County, Florida; and Letter Agreement dated June 26, 1998 between Dunavant Enterprises, Inc. and First Union National Bank.
12. SIX MILE CREEK WATER AND WASTEWATER CONNECTION FEE REIMBURSEMENT AGREEMENT recorded February 9, 1999, in Official Records Book 1384, page 1780 of the public records of St. Johns County, Florida.

MAP OF

PARCEL B, SAINT JOHN'S
LIFT STATION EASEMENT NO. 1

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CONTAINING 0.24 ACRES MORE OR LESS.



NOTES:
1. BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE WITH THE BEARING ON THE WEST LINE OF COUNTY ROAD 13-A BEING S19°47'32\" W.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

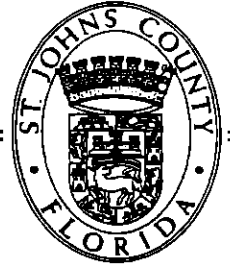
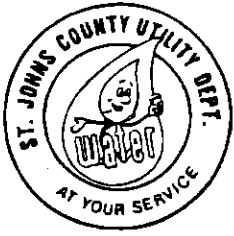
Bessent, Hammack & Ruckman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 725-0171
Certification Number LB 6739

Carl J. Schellhase
CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021
DATED: OCTOBER 5, 1999
SCALE: 1" = 40'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ST. JOHNS COUNTY, FLORIDA

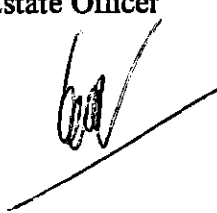
Board of County Commissioners



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 

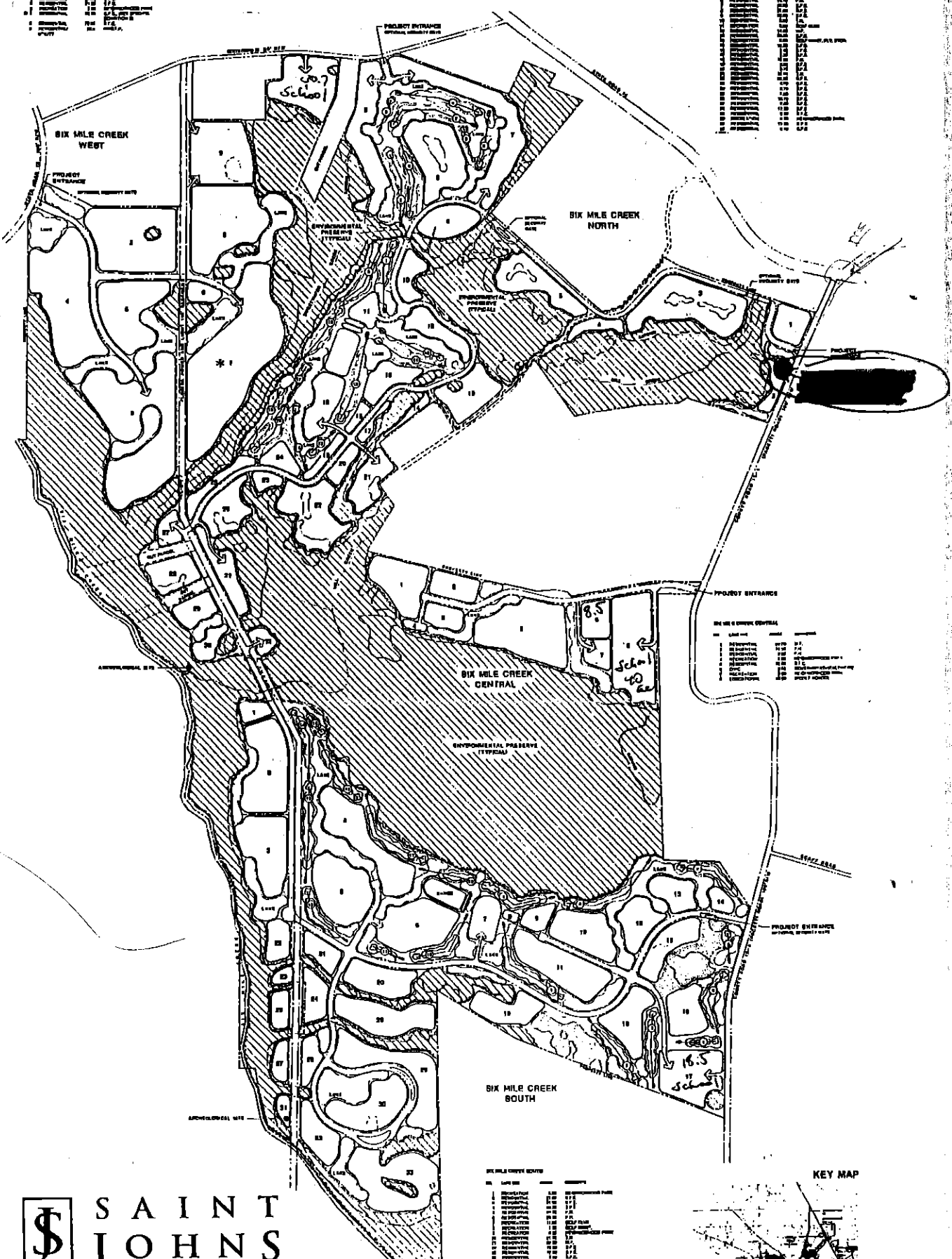
DATE : October 19, 1999

SUBJECT: **Six Mile Entrance Road; Master Lift Station #1
Easement for Water and Sewer Utilities**

Please be informed that the above referenced easement dated October 11, 1999, has been reviewed and approved by the St. Johns County Utility Department.

The Entrance Road lift station #1 will serve the St. Johns Six Mile Creek North development that includes the unit one and two platted commercial/residential areas. There are other satellite lift stations within Six Mile Creek North which will pump to the subject master station, currently under construction. The typical Bill of Sale, Warranty, and Release of Lien documents will be forth coming upon completion of construction.

PROPOSED



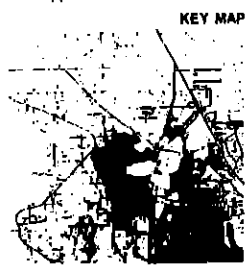
Symbol	Description
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[Symbol]	Proposed Lot
[Symbol]	Proposed Structure
[Symbol]	Proposed Water Feature
[Symbol]	Proposed Environmental Feature
[Symbol]	Proposed Boundary
[Symbol]	Proposed Easement
[Symbol]	Proposed Right-of-Way
[Symbol]	Proposed Access Point
[Symbol]	Proposed Survey Point
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[Symbol]	Proposed Utility Valve
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[Symbol]	Proposed Utility Cable
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[Symbol]	Proposed Utility Tray
[Symbol]	Proposed Utility Ladder

SIX MILE CREEK CENTRAL

Lot No.	Area (Ac.)	Notes
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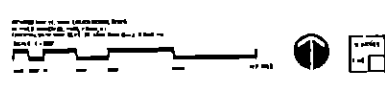
SIX MILE CREEK SOUTH

Lot No.	Area (Ac.)	Notes
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SAINT JOHNS
 A DIANAVANT ENTERPRISES, INC. DEVELOPMENT

DESIGNED BY: [Firm Name]
 ENGINEERED BY: [Firm Name]
 ARCHITECT: [Firm Name]
 LANDSCAPE ARCHITECT: [Firm Name]
 CIVIL ENGINEER: [Firm Name]
 ENVIRONMENTAL ENGINEER: [Firm Name]
 SURVEYOR: [Firm Name]



THIS IS A LOCATION, INFORMATION AND REFERENCE MAP. IT DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND INFORMATION SHOWN ON THIS MAP. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

EXHIBIT 4- NOPO / EXHIBIT A- PUD ORDINANCE
MAP H
 MASTER DEVELOPMENT PLAN
 SIX MILE CREEK PARCEL