

RESOLUTION NO. 2001- 140

**A RESOLUTION BY THE BOARD COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES FOR WATER AND SEWER SERVICE TO ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB.**

**RECITALS**

**WHEREAS**, RSA Parcel Owners, FL, L.T.D., Florida Apt. St. Augustine Limited Partnership and RSA Golf, Inc., a Florida corporation, have executed and presented to the County Easement for Utilities, attached hereto as Exhibits "A", "B", "C" and "D", incorporated by reference and made a part hereof, for water and sewer service to Royal St. Augustine Golf and Country Club; and

**WHEREAS**, said Easements for Utilities have been reviewed and approved by the St. Johns County Utility Department as stated in Memorandum attached hereto as Exhibit "E", incorporated by reference and made a part hereof; and

**WHEREAS**, acceptance of these easements better serves the health, safety and welfare of the citizens of St. Johns County.

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

1. The above Recitals are incorporated by reference and adopted as findings of fact.
2. The above mentioned Easements for Utilities are hereby accepted.
3. The Clerk is instructed to record the original Easements for Utilities in the Official Records of St. Johns County, Florida,

**PASSED AND ADOPTED** this 10<sup>th</sup> day of July, 2001.

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

By: Marc A. Jacalone  
Marc A. Jacalone, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: Patricia A. Strickland  
Deputy Clerk

Prepared by and  
Return to:  
Royal St. Augustine Golf  
3117 Mohave Way  
Jacksonville, FL 32259

Exhibit "A" to Resolution

EX-100-10

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 7th day of February, 2001  
by RSA Parcel Owners (OWNER) FL, L.T.D., with an address of  
3117 Mohave Way (owner address) Jacksonville, FL 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 32088, 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 any other surface improvements or structures. 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.


R.S.A. Parcel Owners, FL L.T.D.

Signed, Sealed and  
Delivered in the  
presence of:

  
Print: LaVada Bolling

  
Print: Katie Billy

GRANTOR SIGNATURE BLOCK

  
BY: Michael A. Murphy, VP



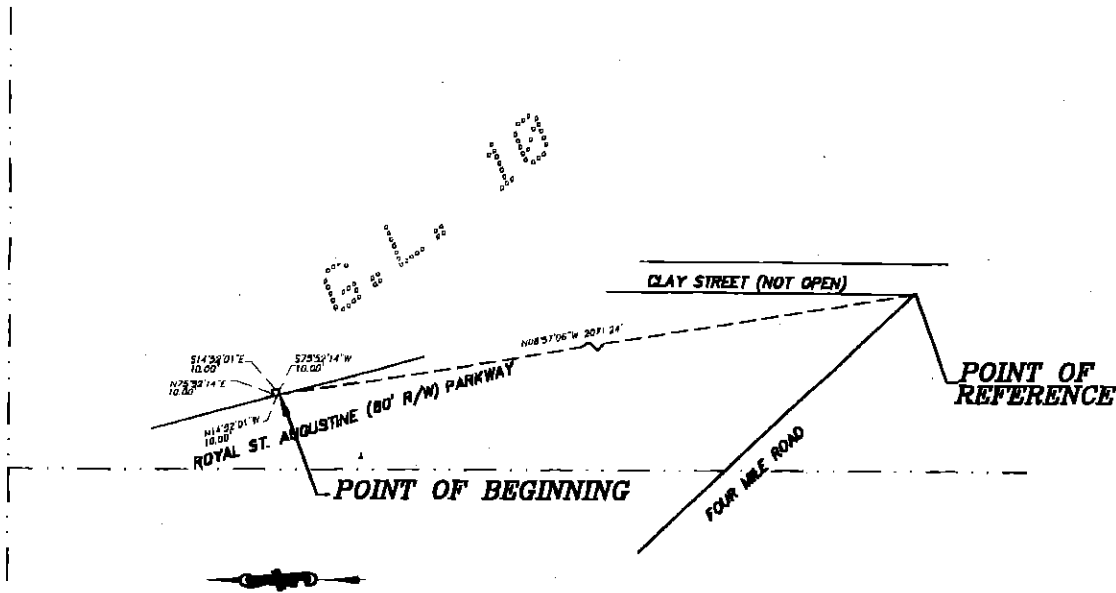
# MAP SHOWING

WATER METER

### EASEMENT

A PORTION OF GOVERNMENT LOT 10, SECTION 11, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET AS SHOWN ON THE PLAT OF THE AFRO AMERICAN SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 08°57'06" WEST 2071.24 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL ST. AUGUSTINE PARKWAY (AN 80 FOOT RIGHT-OF-WAY) FOR THE POINT OF BEGINNING; THENCE NORTH 14°32'01" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 10.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 75°52'14" EAST 10.00 FEET; THENCE SOUTH 14°52'01" EAST 10.00 FEET; THENCE SOUTH 75°52'14" WEST 10.00 FEET; THENCE SOUTH 20°13'52" EAST 116.96 FEET TO THE POINT OF BEGINNING.

EASEMENT THUS DESCRIBED CONTAINS 100 SQUARE FEET MORE OR LESS.



CERTIFIED FOR: RSA GOLF, INC.

## TRI-STATE LAND SURVEYORS, INC.

8411 BAYMEADOWS WAY SUITE #2, JACKSONVILLE, FLORIDA 32256 (904) 731-7235

### LEGEND

- CONC. MON.
- IRON COR.
- (MET WITH CAP # LB 4821)
- FENCE
- IRON COR. (FOUND)
- ⊙ CROSS CUT
- B.R.L. BUILDING RESTRICTION LINE
- E.S.M.T. EASEMENT
- R/W RIGHT-OF-WAY
- CON. CONCRETE AREA
- E CENTERLINE
- A/C AIR CONDITIONING PAD
- (R) RADIAL DISTANCE
- CONCRETE

BEARINGS BASED ON R/W LINE AS SHOWN.

THIS MAP DOES NOT REFLECT OR DETERMINE OWNERSHIP.

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

SCALE: 1" = 200'

DATE: 9-28-2000

LARRY G. EDDY, P.L.S. No. 4144  
 GLENN M. BROADSTREET, P.S.M. NO. 5814

*[Signature]*  
 REGISTERED SURVEYOR AND MAPPER,  
 STATE OF FLORIDA (LB #4921)



**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Taxes for year 2000 and all subsequent years.
2. Declaration of Master Covenants and Restrictions for Royal St. Augustine recorded in OR 1467, page 345, as thereafter amended.
3. Terms and Conditions of Plat of Royal St. Augustine Parkway.

EXAMPLE

Exhibit "B" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 8th day of February, 2001, by FLORIDA Apt. St. August (Apt. Limited Partnership) with an address of 848 Brickell Ave (owner address) Suite 810, MIAMI, FL, 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 32088, 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 (1) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (2) 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 any other surface improvements or structures. 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:

Edmundo Lopez  
Print: EDMUNDO LOPEZ  
Olivia Quintana  
Print: Olivia Quintana.

FLORIDA APARTMENT CLUB, ST.  
AUGUSTINE LIMITED PARTNERSHIP  
By: FLORIDA APARTMENT CLUB INC.  
A GENERAL PARTNER,  
GRANTOR SIGNATURE BLOCK

Lou Lamar  
BY: Lou Lamar, Vice President



## PARCEL H

A PORTION OF GOVERNMENT LOTS 6, AND 7, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $00^{\circ}27'17''$  EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 498.25 FEET; THENCE NORTH  $12^{\circ}13'56''$  WEST 2341.77 FEET; THENCE NORTH  $09^{\circ}38'31''$  EAST 151.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $09^{\circ}38'31''$  EAST 40.00 FEET; THENCE SOUTH  $80^{\circ}21'29''$  EAST 40.00 FEET; THENCE SOUTH  $09^{\circ}38'31''$  WEST 40.00 FEET; THENCE NORTH  $80^{\circ}21'29''$  WEST 40.00 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 0.04 ACRES MORE OR LESS.

Prepared by and  
Return to:  
Royal St. Augustine Golf  
3117 Mohave Way  
Jacksonville, FL 32259

Exhibit "C" to Resolution ~~2877~~ 2

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 7th day of February, 2001  
by RSA Parcel Owners (owner) FL, L.T.D. with an address of  
3117 Mohave Way (owner address) Jacksonville, FL 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 32088, 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 any other surface improvements or structures. 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.

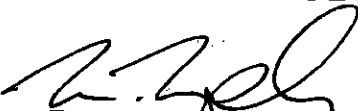
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and  
Delivered in the  
presence of:

  
Print: LaVada Bolling

  
Print: Katie Billy

R.S.A. Parcel Owners, FL L.T.D.  
GRANTOR SIGNATURE BLOCK

  
BY: Michael A. Murphy, VP

STATE OF FLORIDA }  
 }SS  
COUNTY OF St. Johns }

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of FEBRUARY, 1999, by Michael Murphy, as VP of R.S.A. PARCEL OWNERS, P.L.L.C., on behalf of the CORPORATION.



LOIS R. DAHLIN  
COMMISSION # CC 684519  
EXPIRES OCT 6, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.

Lois R. Dahlin

(Print Name \_\_\_\_\_)

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  
\_\_\_\_\_



A PORTION OF GOVERNMENT LOTS 2, 6, 7, 10, 11, 14 AND 15, SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

PARKWAY

A PORTION OF GOVERNMENT LOTS 2, 6, 7, 10, 11, AND 14, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 00°27'17" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET 36.42 FEET; THENCE NORTH 42°53'42" WEST 1129.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 42°53'42" WEST 132.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONTINUING AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 285.82 FEET, A CHORD BEARING AND DISTANCE OF NORTH 84°53'24" EAST 39.52 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE ALONG REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 364.59 FEET, A CHORD BEARING AND DISTANCE OF NORTH 31°5'09" EAST 455.54 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 285.36 A CHORD BEARING AND DISTANCE OF NORTH 27°31'25" EAST 184.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°52'01" WEST 784.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 366.88 FEET, A CHORD BEARING AND DISTANCE OF NORTH 02°36'45" WEST 155.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°38'31" EAST 534.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 368.08 FEET, A CHORD BEARING AND DISTANCE OF NORTH 15°54'14" WEST 80.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 22°09'57" EAST 1072.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 639.30 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°43'14" EAST 253.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°43'28" WEST 225.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 45°43'28" WEST 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE SAID POINT OF TANGENCY LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°16'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 160.00 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 44°16'32" WEST 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°43'28" EAST 225.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 368.33 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 10°43'14" WEST 146.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 22°09'57" WEST 1220.44 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 288.1 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 15°54'14" WEST 62.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°38'31" WEST 534.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 286.88 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 02°36'45" EAST 121.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°52'01" EAST 784.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 365.36 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 27°31'25" WEST 46 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 284.59 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 31°5'09" WEST 355.58 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 365.82 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 15°03'40" WEST 279.64 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 02°40'54" EAST 32.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE FOR THE POINT OF BEGINNING.

TRACT "A"

A PORTION OF GOVERNMENT LOTS 11, 14 AND 15, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 42°53'42" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 1644.96 FEET TO THE POINT OF CURVATURE OF A CURVE; THENCE CONTINUE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1216.81 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°29'11" WEST 321.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°52'33" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 30.92 FEET; THENCE NORTH 00°45'20" EAST 34.85 FEET; THENCE SOUTH 54°45'01" EAST 121.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1241.81 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 48°49'22" EAST 256.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°53'42" EAST 1618.27 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET; THENCE SOUTH 00°27'17" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 36.42 FEET TO THE POINT OF BEGINNING.

TRACT "B"

A PORTION OF GOVERNMENT LOTS 11, 14 AND 15, SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET A 50 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°27'17" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 36.43 FEET; THENCE NORTH 42°53'42" WEST 1724.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1141.81 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°06'53" WEST 286.97 FEET; THENCE NORTH 00°45'28" EAST 29.33 FEET TO THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD; THENCE SOUTHEASTERLY AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1166.81 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 50°29'43" EAST 308.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°53'42" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE 1697.71 FEET TO THE POINT OF BEGINNING.

CERTIFICATE OF APPROVAL OF PLANNING AND ZONING BOARD

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Taxes for year 2000 and all subsequent years.
2. Declaration of Master Covenants and Restrictions for Royal St. Augustine recorded in OR 1467, page 345, as thereafter amended.
3. Terms and Conditions of Plat of Royal St. Augustine Parkway.

Prepared by and Return to:  
Richard G. Hathaway, P.A.  
50 AlA N., Suite 102  
Ponte Vedra Beach, FL  
32082

EXHIBIT C  
Exhibit "D" to Resolution

**EASEMENT FOR UTILITIES**

**THIS EASEMENT** executed and given this 7th day of February, 2001 by RSA Golf, Inc., a (owner) FL. Corp., with an address of 3117 Mohave Way (owner address) Jacksonville, FL 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 32088, 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 any other surface improvements or structures. 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.

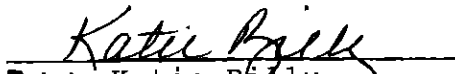
4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

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: LaVada Bolling

  
Print: Katie Billy

GRANTOR SIGNATURE BLOCK

RSA Golf, Inc.

  
BY: Michael A. Murphy, VP



**EXHIBIT B**

**PERMITTED EXCEPTIONS**

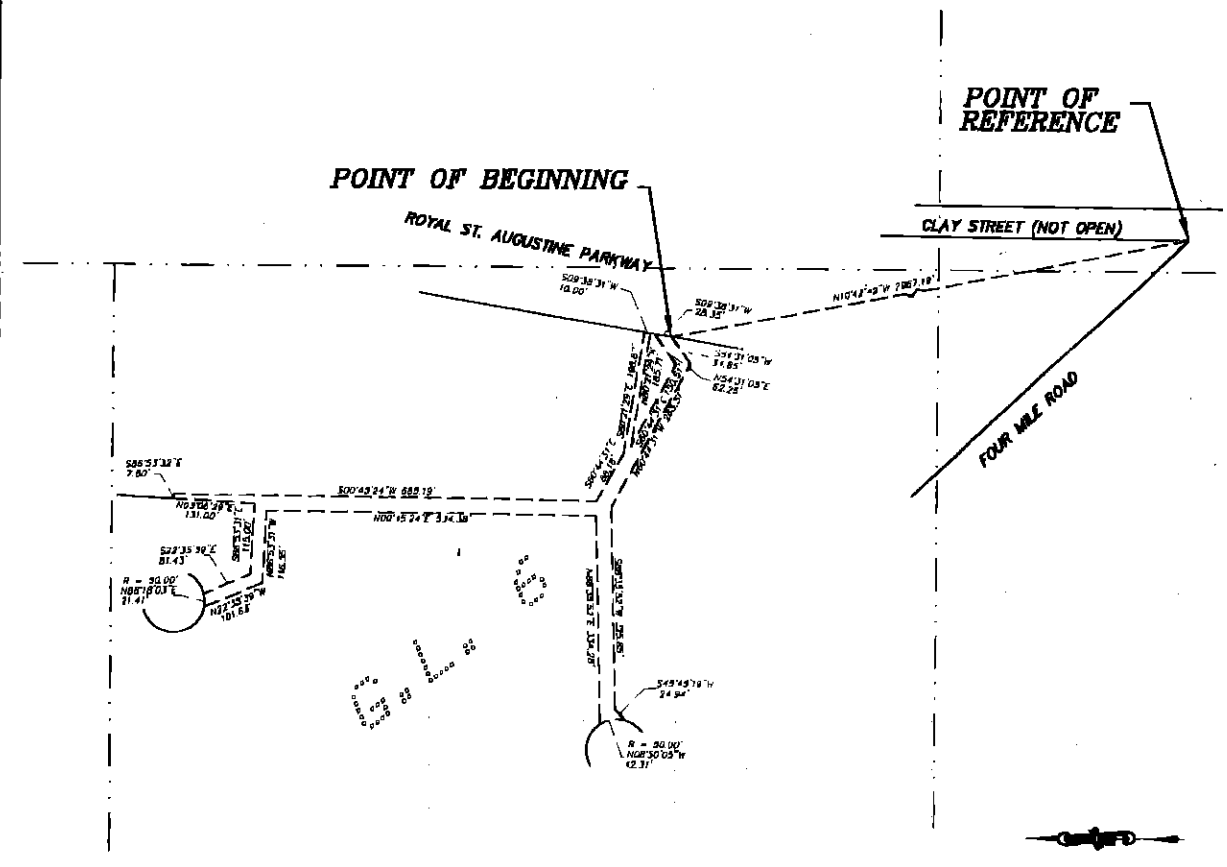
1. Taxes for year 2000 and all subsequent years.
2. Declaration of Master Covenants and Restrictions for Royal St. Augustine recorded in OR 1467, page 345, as thereafter amended.
3. Terms and Conditions of Plat of Royal St. Augustine Parkway.

# MAP SHOWING

**WATER AND SEWER EASEMENT**

A PORTION OF GOVERNMENT LOT 6 SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET AS SHOWN ON THE PLAT OF THE AFRO AMERICAN SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 10°42'42" WEST 2957.19 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF ROYAL ST. AUGUSTINE PARKWAY (AN 80 FOOT RIGHT-OF-WAY) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54°31'05" WEST 54.85 FEET; THENCE NORTH 80°44'31" WEST 260.51 FEET; THENCE SOUTH 88°35'52" WEST 325.85 FEET; THENCE SOUTH 45°43'19" WEST 24.94 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY; THENCE ALONG AND AROUND THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 08°50'09" WEST 42.31 FEET; THENCE NORTH 88°35'52" EAST 334.28 FEET; THENCE NORTH 00°45'24" EAST 334.38 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 88°18'03" EAST 21.41 FEET; THENCE SOUTH 22°35'39" EAST 81.43 FEET; THENCE SOUTH 86°53'31" EAST 115.00 FEET; THENCE NORTH 03°06'29" EAST 131.00 FEET; THENCE SOUTH 88°53'32" EAST 7.80 FEET; THENCE SOUTH 00°45'24" WEST 885.19 FEET; THENCE SOUTH 60°44'31" EAST 88.18 FEET; THENCE SOUTH 80°21'29" EAST 198.87 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF ROYAL ST. AUGUSTINE PARKWAY; THENCE SOUTH 09°38'31" WEST ALONG SAID RIGHT-OF-WAY LINE 10.00 FEET; THENCE NORTH 80°21'29" WEST 185.71 FEET; THENCE SOUTH 80°44'31" EAST 150.51 FEET; THENCE NORTH 54°31'05" EAST 82.28 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 09°38'31" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 28.35 FEET TO THE POINT OF BEGINNING.

EASEMENT THUS DESCRIBED CONTAINS 36,833 SQUARE FEET MORE OR LESS.



CERTIFIED FOR: **RSA GOLF, INC.**

**TRI-STATE LAND SURVEYORS, INC.**  
 8411 BAYMEADOWS WAY SUITE #2, JACKSONVILLE, FLORIDA 32256 (904) 731-7235

- LEGEND**
- CONC. MON.
  - IRON COR.
  - (NET WITH CAP & LB. MARK)
  - X- FENCE
  - IRON COR. (FOUND)
  - ⊙ CROSS CUT
  - R.R.L. BUILDING RESTRICTION LINE
  - EASMT. EASEMENT
  - R/W RIGHT-OF-WAY
  - COV. COVERED AREA
  - E CENTERLINE
  - A/D AIR CONDITIONING PAD
  - (R) RADIAL DISTANCE
  - CONCRETE

BEARINGS BASED ON R/W LINE AS SHOWN.  
 THIS MAP DOES NOT REFLECT OR DETERMINE OWNERSHIP.  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE: 1" = 300'

DATE: 9-28-2000

LARRY G. EDDY, P.L.S. No. 4144  
 GLENN M. BROADSTREET, P.S.M. NO. 5814

*[Signature]*  
 REGISTERED SURVEYOR AND MAPPER,  
 STATE OF FLORIDA (LB #4821)








**ST. JOHNS COUNTY**  
**UTILITY DEPARTMENT**  
2175 Mizell Road  
P.O. Drawer 3006  
St. Augustine, Florida 32085-3006

---

**I N T E R O F F I C E M E M O R A N D U M**

---

**TO:** Mary Ann Blount, Real Estate Manager  
Laurie Braddock, Real Estate Officer

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

**SUBJECT:** "Easements for Utilities", Royal St. Augustine Golf and Country Club  
Entrance road known as "Royal St. Augustine Parkway" and other  
Associated easements.

**DATE:** April 27, 2001

Please find attached "Easement for Utilities" for Royal St. Augustine Parkway; adjoining sewer lift station, golf course crossing, and the 100 square feet water meter easement.

Please note that the lift station easement was executed by an officer of the Florida Apartment Club because the site easement was not executed before the sale of the property.

The easements are for water and or sewer mains and the construction has been completed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards and Specifications.

The attached documents have been reviewed and approved by the St. Johns County Utility Department.

The Florida Department of Environmental Protection - Certification of Construction Completion Form was filed with the FDEP and the acceptance letter for placing the water/sewer systems in service have been received.

