

RESOLUTION NO. 2001- 141

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

RECITALS

WHEREAS, St. Augustine, L.L.C., a Florida Limited Liability Company, has executed and presented to the County Easements for Utilities, attached hereto as Exhibits "A", "B", "C", "D" and "E", incorporated by reference and made a part hereof, for water and sewer service to subdivisions located within 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 "F", 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 10th 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 Alexander
Deputy Clerk

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30th day of January, 2001, by **ROYAL ST. AUGUSTINE, L.L.C.**, a Florida Limited Liability Company, with an address of 9440 Phillips Highway, Suite 9, Jacksonville, Florida 32256, 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 32086, 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, perpetual 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 portions of the real property known as **STOCKBRIDGE AT ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB**, more particularly 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 convenience, restrictions, easements, liens and encumbrances of record;

(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 anchor 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 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:

Elsa B. Murphy
Elsa B. Murphy

Patsy A. Hill
Patsy A. Hill

Karrie L. Kasey
(Print Name) Karrie L. Kasey

Juanita Hutchison
(Print Name) Juanita Hutchison

ROYAL ST. AUGUSTINE, L.L.C.
a Florida Limited Liability Company

By: Montgomery Land Company
a Florida corporation, as Managing Member

Mitchell R. Montgomery
Mitchell R. Montgomery, President

By: MHK of Volusia County, Inc.
a Florida corporation, as Managing Member

Cynthia C. Jones
Cynthia C. Jones, President

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 30th day of January, 2001, by Mitchell R. Montgomery as President of Montgomery Land Company as Managing Member of Royal St. Augustine, L.L.C., a Florida Limited Liability Company. He is personally known to me and he did not take an oath.

Elsa B. Murphy
Elsa B. Murphy
Notary Public, State of Florida



OFFICIAL SEAL
ELSA B. MURPHY
Notary Public - State of Florida
Commission No. CC 709167
My Commission Expires Feb. 9, 2002

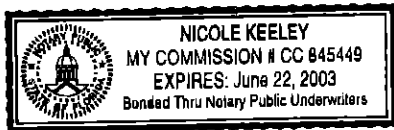
My Commission Expires:

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 02nd day of February, 2001, by Cynthia C. Jones as President of MHK of Volusia County, Inc., as Managing Member of Royal St. Augustine, L.L.C., a Florida Limited Liability Company. She is personally known to me and she did not take an oath.

Nicole Keeley
(Print Name) NICOLE KEELEY
Notary Public, State of Florida

My Commission Expires:



CONSENT AND JOINDER

BANK OF AMERICA, N.A., a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1467, page 383 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:

P. Gail Williamson
(Print Name) P. GAIL WILLIAMSON

Ann E. Muzzy
(Print Name) ANN E Muzzy

BANK OF AMERICA, N.A.
a national banking association

By: [Signature]
Richard S. Wells, Vice President

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 1ST day FEBRUARY, 2001, by Richard S. Wells, the Vice President of Bank of America, N.A., a national banking association. He is personally known to me and he did not take an oath.

My Commission Expires:

P. Gail Williamson
(Print Name) P. GAIL WILLIAMSON
Notary Public, State of Florida



EXHIBIT "A"

EASEMENT AREA

The Easement Area shall include Stockbridge Lane and Remington Way and all areas designated as utility easements on the plat of **STOCKBRIDGE AT ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB**, recorded in Map Book 41, pages 38 through 42 of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways located within the utility easements.

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30th day of January, 2001, by **ROYAL ST. AUGUSTINE, L.L.C.**, a Florida Limited Liability Company, with an address of 9440 Phillips Highway, Suite 9, Jacksonville, Florida 32256, 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 32086, 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, perpetual 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 portions of the real property known as **KESWICK AT ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB**, more particularly 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 convenience, restrictions, easements, liens and encumbrances of record;

(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 anchor 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 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:

Elsa B. Murphy
Elsa B. Murphy
Patsy A. Hite
Patsy A. Hite

ROYAL ST. AUGUSTINE, L.L.C.
a Florida Limited Liability Company

By: Montgomery Land Company
a Florida corporation, as Managing Member

Mitchell R. Montgomery
Mitchell R. Montgomery, President

Karie L. Kasey
(Print Name) Karie L. Kasey

By: MHK of Volusia County, Inc.
a Florida corporation, as Managing Member

Juanita Hutchison
(Print Name) JUANITA HUTCHISON

Cynthia C. Jones
Cynthia C. Jones, President

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 30th day of January, 2001, by Mitchell R. Montgomery as President of Montgomery Land Company as Managing Member of Royal St. Augustine, L.L.C., a Florida Limited Liability Company. He is personally known to me and he did not take an oath.

Elsa B. Murphy
Elsa B. Murphy
Notary Public, State of Florida



My Commission Expires:

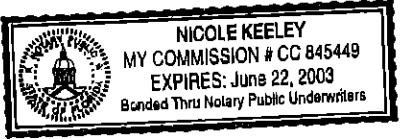
OFFICIAL SEAL
ELSA B. MURPHY
Notary Public - State of Florida
Commission No. CC 709167
My Commission Expires Feb. 9, 2002

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 02nd day of February, 2001, by Cynthia C. Jones as President of MHK of Volusia County, Inc., as Managing Member of Royal St. Augustine, L.L.C., a Florida Limited Liability Company. She is personally known to me and she did not take an oath.

Nicole Keeley
(Print Name) NICOLE KEELEY
Notary Public, State of Florida

My Commission Expires:



CONSENT AND JOINDER

BANK OF AMERICA, N.A., a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1467, page 383 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:

P. Gail Williamson
(Print Name) P. GAIL WILLIAMSON

Ann E. Mully
(Print Name) ANNE MULLY

BANK OF AMERICA, N.A.
a national banking association

By:

[Signature]
Richard S. Wells, Vice President

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 1ST day FEBRUARY, 2001, by Richard S. Wells, the Vice President of Bank of America, N.A., a national banking association. He is personally known to me and he did not take an oath.

My Commission Expires:

P. Gail Williamson
(Print Name) P. GAIL WILLIAMSON
Notary Public, State of Florida



P. Gail Williamson
Commission # CC 918212
Expires March 13, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

EASEMENT AREA

The Easement Area shall include Keswick Road and all areas designated as utility easements on the plat of **KESWICK AT ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB**, recorded in Map Book 41, pages 25 through 29 of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways located within the utility easements.

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30th day of January, 2001, by **ROYAL ST. AUGUSTINE, L.L.C.**, a Florida Limited Liability Company, with an address of 9440 Phillips Highway, Suite 9, Jacksonville, Florida 32256, 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 32086, 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, perpetual 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 portions of the real property known as **BLACKMOOR GATE AT ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB**, more particularly 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 convenience, restrictions, easements, liens and encumbrances of record;

(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 anchor 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 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:

Elsa B. Murphy
Elsa B. Murphy
Patsy A. Hite
Patsy A. Hite

Karie L. Hasey
(Print Name) Karie L. Hasey

Juanita Hutchison
(Print Name) JUANITA HUTCHISON

ROYAL ST. AUGUSTINE, L.L.C.
a Florida Limited Liability Company

By: Montgomery Land Company
a Florida corporation, as Managing Member
Mitchell R. Montgomery
Mitchell R. Montgomery, President

By: MHK of Volusia County, Inc.
a Florida corporation, as Managing Member
Cynthia C. Jones
Cynthia C. Jones, President

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 30th day of January, 2001, by Mitchell R. Montgomery as President of Montgomery Land Company as Managing Member of Royal St. Augustine, L.L.C., a Florida Limited Liability Company. He is personally known to me and he did not take an oath.

Elsa B. Murphy
Elsa B. Murphy
Notary Public, State of Florida



My Commission Expires:

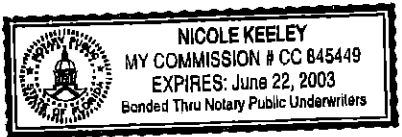
OFFICIAL SEAL
ELSA B. MURPHY
Notary Public - State of Florida
Commission No. CC 709167
My Commission Expires Feb. 9, 2002

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 02nd day of February, 2001, by Cynthia C. Jones as President of MHK of Volusia County, Inc., as Managing Member of Royal St. Augustine, L.L.C., a Florida Limited Liability Company. She is personally known to me and she did not take an oath.

Nicole Keeley
(Print Name) NICOLE KEELEY
Notary Public, State of Florida

My Commission Expires:



CONSENT AND JOINDER

BANK OF AMERICA, N.A., a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1467, page 383 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:

BANK OF AMERICA, N.A.
a national banking association

P. Gail Williamson
(Print Name) P. GAIL WILLIAMSON

By:

[Signature]
Richard S. Wells, Vice President

Ann E. Murray
(Print Name) ANN E MURRAY

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 1ST day FEBRUARY 2001, by Richard S. Wells, the Vice President of Bank of America, N.A., a national banking association. He is personally known to me and he did not take an oath.

My Commission Expires:

P. Gail Williamson
(Print Name) P. GAIL WILLIAMSON
Notary Public, State of Florida



P. Gail Williamson
Commission # CC 918212
Expires March 13, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

EASEMENT AREA

The Easement Area shall include Blackmoor Gate Lane and Brampton Lane and all areas designated as utility easements on the plat of **BLACKMOOR GATE AT ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB**, recorded in Map Book 41, pages 20 through 24 of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways located within the utility easements.

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30th day of January, 2001, by **ROYAL ST. AUGUSTINE, L.L.C.**, a Florida Limited Liability Company, with an address of 9440 Phillips Highway, Suite 9, Jacksonville, Florida 32256, 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 32086, 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, perpetual 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 portions of the real property known as **OXFORD AT ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB**, more particularly 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 convenience, restrictions, easements, liens and encumbrances of record;

(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 anchor 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 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:

Elsa B. Murphy
Elsa B. Murphy
Patsy A. Hite
Patsy A. Hite

ROYAL ST. AUGUSTINE, L.L.C.
a Florida Limited Liability Company

By: Montgomery Land Company
a Florida corporation, as Managing Member

Mitchell R. Montgomery
Mitchell R. Montgomery, President

Karie L. Kasey
(Print Name) Karie L. Kasey

By: MHK of Volusia County, Inc.
a Florida corporation, as Managing Member

Juanita Hutchison
(Print Name) JUANITA HUTCHISON

Cynthia C. Jones
Cynthia C. Jones, President

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 30th day of January, 2001, by Mitchell R. Montgomery as President of Montgomery Land Company as Managing Member of Royal St. Augustine, L.L.C., a Florida Limited Liability Company. He is personally known to me and he did not take an oath.

Elsa B. Murphy
Elsa B. Murphy

My Commission Expires:



OFFICIAL SEAL
ELSA B. MURPHY
Notary Public - State of Florida
Commission No. CC 709167
My Commission Expires Feb. 9, 2002

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 02nd day of February, 2001, by Cynthia C. Jones as President of MHK of Volusia County, Inc., as Managing Member of Royal St. Augustine, L.L.C., a Florida Limited Liability Company. She is personally known to me and she did not take an oath.

Nicole Keeley
(Print Name) NICOLE KEELEY
Notary Public, State of Florida

My Commission Expires:



CONSENT AND JOINDER

BANK OF AMERICA, N.A., a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1467, page 383 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:

BANK OF AMERICA, N.A.
a national banking association

P. Gail Williamson
(Print Name) P. GAIL WILLIAMSON

By:

[Signature]
Richard S. Wells, Vice President

Ann E. Murray
(Print Name) ANN E. MURRAY

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 1ST day FEBRUARY, 2001, by Richard S. Wells, the Vice President of Bank of America, N.A., a national banking association. He is personally known to me and he did not take an oath.

P. Gail Williamson
(Print Name) P. GAIL WILLIAMSON
Notary Public, State of Florida

My Commission Expires:

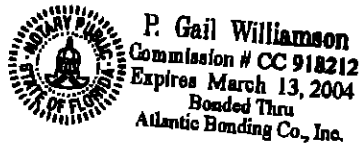


EXHIBIT "A"

EASEMENT AREA

The Easement Area shall include Oxford Road, Kilmarin Court, Ellington Court, and Kinsington Court and all areas designated as utility easements on the plat of **OXFORD AT ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB**, recorded in Map Book 41, pages 30 through 37 of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways located within the utility easements.

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30th day of January, 2001, by **ROYAL ST. AUGUSTINE, L.L.C.**, a Florida Limited Liability Company, with an address of 9440 Phillips Highway, Suite 9, Jacksonville, Florida 32256, 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 32086, 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, perpetual 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 portions of the real property known as **LYMINGTON AT ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB**, more particularly 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 convenience, restrictions, easements, liens and encumbrances of record;

(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 anchor 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 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:

Elsa B. Murphy
Elsa B. Murphy
Patsy A. Hite
Patsy A. Hite

Karie L. Kasey
(Print Name) KARIE L. KASEY

Juanita Hutchison
(Print Name) JUANITA HUTCHISON

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 30th day of January, 2001, by Mitchell R. Montgomery as President of Montgomery Land Company as Managing Member of Royal St. Augustine, L.L.C., a Florida Limited Liability Company. He is personally known to me and he did not take an oath.

ROYAL ST. AUGUSTINE, L.L.C.
a Florida Limited Liability Company

By: Montgomery Land Company
a Florida corporation, as Managing Member

Mitchell R. Montgomery
Mitchell R. Montgomery, President

By: MHK of Volusia County, Inc.
a Florida corporation, as Managing Member

Cynthia C. Jones
Cynthia C. Jones, President

Elsa B. Murphy
Elsa B. Murphy
Notary Public, State of Florida

OFFICIAL SEAL
ELSA B. MURPHY
Notary Public - State of Florida
Commission No. CC 709167
My Commission Expires Feb. 9, 2002

My Commission Expires:



STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 02nd day of February, 2001, by Cynthia C. Jones as President of MHK of Volusia County, Inc., as Managing Member of Royal St. Augustine, L.L.C., a Florida Limited Liability Company. She is personally known to me and she did not take an oath.

Nicole Keeley
(Print Name) NICOLE KEELEY
Notary Public, State of Florida

My Commission Expires:



CONSENT AND JOINDER

BANK OF AMERICA, N.A., a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1467, page 383 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:

BANK OF AMERICA, N.A.
a national banking association

P. Gail Williamson
(Print Name) P. GAIL WILLIAMSON

By:

[Signature]
Richard S. Wells, Vice President

(Print Name)

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 1ST day FEBRUARY, 2001, by Richard S. Wells, the Vice President of Bank of America, N.A., a national banking association. He is personally known to me and he did not take an oath.

My Commission Expires:

P. Gail Williamson
(Print Name) P. GAIL WILLIAMSON
Notary Public, State of Florida

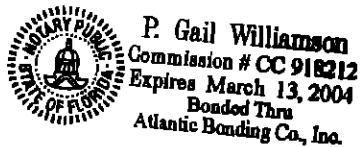


EXHIBIT "A"

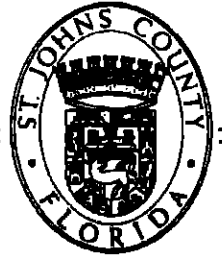
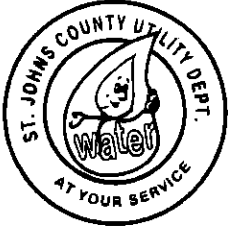
EASEMENT AREA

The Easement Area shall include East Lymington Way, Royal St. Augustine Parkway and West Lymington Way and all areas designated as utility easements on the plat of **LYMINGTON AT ROYAL ST. AUGUSTINE GOLF AND COUNTRY CLUB**, recorded in Map Book 41, pages 47 through ___ of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways located within the utility easements.

Exhibit "F" to Resolution

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006

St. Augustine, Florida 32085-3006

Phone: (904) 471-2161 • Toll Free: 1-877-837-2311

Administrative Fax: (904) 461-7619

Billing Dept. Fax: (904) 461-3995

IOM

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

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

DATE : April 27, 2001

SUBJECT: **"Easements for Utilities", Royal St. Augustine Golf and Country Club,
Parcel A-Stockbridge, Parcel B-Keswick, Parcel C-Blackmoor Gate,
Parcel D-Oxford, and Parcel E-Lymington.**

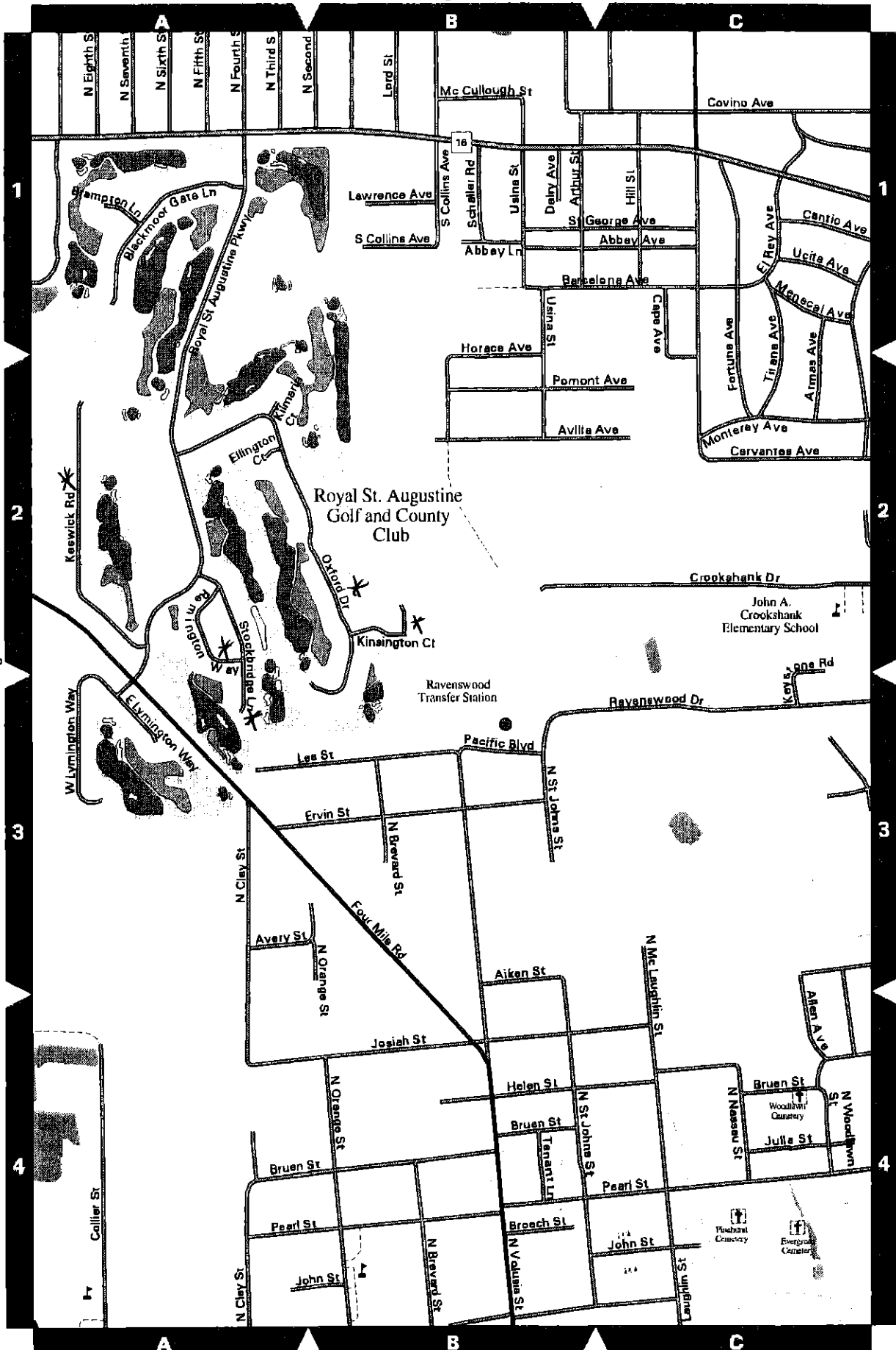
Please find attached "Easement for Utilities" for the above referenced development. The easement is for water and sewer mains and the construction has been completed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards and Specifications.

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 Forms were filed with the FDEP and the acceptance letters for placing the water/sewer systems in service have been received.

Subject *

See Page 1084



See Page 1095

See Page 1097

See Page 1104