

RESOLUTION NO. 2003- 88

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES FOR WATER SERVICE TO THE RESIDENTS ON BAYFOREST ROAD.**

**RECITALS**

**WHEREAS**, Residents on Bayforest Road, have executed and presented to the County Easements for Utilities, attached hereto as Exhibit "A" through Exhibit "H", incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents mentioned above as stated in the memorandum attached hereto as Exhibit "I", incorporated by reference and made a part hereof; and

**WHEREAS**, it is in the best interest of the County to accept this easement for the health, safety and welfare of the citizens in that area.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easements for Utilities attached and incorporated hereto, is hereby accepted.

Section 3. The Clerk of the Circuit Court is instructed to record the original Easements for Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 6th day of May, 2003.

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

By: James E. Bryant  
James E. Bryant, Chairman

**ATTEST:** Cheryl Strickland, Clerk

Patricia A. Strickland  
Deputy Clerk

RENDITION DATE 5-7-03

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7<sup>th</sup> day of March, 2003, By PATRICK W. CREWS AND TINA R. CREWS, HUSBAND AND WIFE with an address of 1185 BAYFOREST RD. ST. AUGUSTINE, FL 32084, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 LEWIS SPEEDWAY, ST. AUGUSTINE FL 32084, 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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

Nancy Bradley  
Witness

Patrick W. Crews  
PATRICK W. CREWS

Nancy H. Bradley  
Witness Print Name

Tina R. Crews  
TINA R. CREWS

Laurie C. Braddock  
Witness

Laurie C. Braddock  
Witness Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2003, by PATRICK W. CREWS AND TINA R. CREWS, HUSBAND AND WIFE, who has produced personally known as identification.



Laurie C. Braddock  
Commission # CC 928860  
Expires April 17, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Laurie C. Braddock  
Notary Public, State of Florida

Laurie C. Braddock  
Print Name



Laurie C. Braddock  
Commission # CC 928860  
Expires April 17, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

4-17-04  
Commission Expires

EXHIBIT A  
EASEMENT AREA

The North 10 feet of the below described property:

PARCEL ONE: (Lot 4)

Being part of that property described in Official Records Book 380, page 113, public records of St. Johns County, Florida, and being more fully described as follows:

Commence at the Northeast corner of Lot 9, F.N. Holmes property, as recorded in Map Book 2, page 36, public records of St. Johns County, Florida; thence south 19 degrees 52 minutes east, along the east line of said Lot 9, a distance of 784.80 feet, thence south 67 degrees 32 minutes west, a distance of 905.00 feet to the Point of Beginning; thence continue south 67 degrees 32 minutes west a distance of 392.39 feet to the West line of said Lot 9, thence south 30 degrees west, along said west line of Lot 9, a distance of 646.58 feet; thence North 74 degrees east, a distance of 280.34 feet; thence north 19 degrees 57 minutes 45 seconds west, a distance of 673.11 feet to the Point of Beginning.

PARCEL TWO: (Parcel A)

A parcel of land lying between the West line of Lot 9, F.N. Holmes property, as shown on map thereof recorded in Map Book 2, page 36, public records of St. Johns County, Florida, and the East line of Sandy Heights Subdivision, as shown on map thereof recorded in Map Book 12, page 51, public records of St. Johns County, Florida, and being more fully described as follows:

Commence at the Northwest corner of said Lot 9, F.N. Holmes property, thence South 30 degrees East, along the West line of said Lot 9, a distance of 730.42 feet to the Point of Beginning; thence continue South 30 degrees east, along said west line of Lot 9, a distance of 646.58 feet; thence South 74 degrees West, a distance of 41.46 feet to the East line of said Sandy Heights Subdivision; thence North 32 degrees 45 minutes west along said east line of Sandy Heights, a distance of 632.66 feet; thence North 67 degrees 32 minutes East, a distance of 73.96 feet to the West line of said Lot 9 and the Point of Beginning.

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 13<sup>th</sup> day of February, 2003, By WILLIAM B. HARRISS AND SCARLET D. HARRISS, HIS WIFE with an address of 1110 Bayforest Rd ST. AUGUSTINE, FL 32086, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 LEWIS SPEEDWAY. ST. AUGUSTINE FL 32084, 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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

Joan M. Zalkowski  
Witness

William B. Harriss  
WILLIAM B. HARRISS

Joan M. Zalkowski  
Witness Print Name

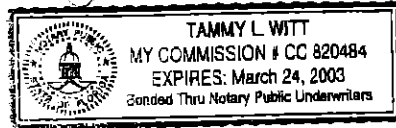
Joan E.  
Witness

Scarlet D. Harriss  
SCARLET D. HARRISS

Joan E.  
Witness Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13 day of February, 2003, WILLIAM B. HARRISS AND SCARLET D. HARRISS, HIS WIFE, who has produced personally known to me as identification.



Notary Public, State of Florida

Tammy L. Witt  
Print Name

March 24, 2003  
Commission Expires



EXHIBIT A

EASEMENT AREA

The South 10 feet of the below described property:

Being part of that property described in Official Records Book 380, Page 113, public records of St. Johns County, Florida, and being more fully described as follows:

Begin at the Northeast corner of Lot 9, F.N. Holmes property, as recorded in Map Book 2, page 36, public records of St. Johns County, Florida; thence south 19 degrees 52 minutes east, along the east line of said Lot 9, a distance of 784.80 feet; thence South 67 degrees 32 minutes West, a distance of 325 feet; Thence north 22 degrees 12 minutes 44 seconds west, a distance of 769.03 feet; thence North 65 degrees 08 minutes East, a distance of 357.5 feet to the Point of Beginning.

Exhibit "C" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 18 day of FEBRUARY, 2003,  
By JEAN E. RUSHWORTH, SINGLE with an address of P.O. BOX  
583, ST. AUGUSTINE, FL 32085, hereinafter called "Grantor," to ST. JOHNS  
COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is  
4020 LEWIS SPEEDWAY, ST. AUGUSTINE FL 32084, 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, and remove pipes  
and mains constituting the underground water distribution system, and all  
other equipment and appurtenances as may be necessary or convenient for  
the operation of the underground water utility service (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 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

Bryson  
Witness

Marilyn White

Jean E. Rushworth  
JEAN E. RUSHWORTH

Bryan Bell  
Witness Print Name

Marilyn White

Jean E. Rushworth

Nancy Bell  
Witness

Vallery L Young  
Vallery L Young

NANCY BELL  
Witness Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 18 day of February, 2003, JEAN E. RUSHWORTH, who has produced FL DL R 263460 47780 as identification.

Vallery L Young  
Notary Public, State of Florida

Vallery L Young  
Print Name

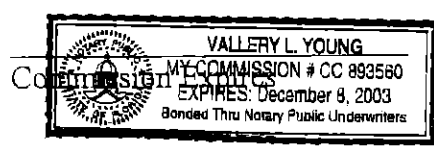


EXHIBIT A  
EASEMENT AREA

The North 10 feet of the below described property:

Parcel "A"

Being part of that property described in Official Records Book 380, page 113, described as follows: Commence at the northeast corner of Lot 9, F.N. Holmes property, as described in Plat Book 2, Page 36, Public Records of St. Johns County, Florida; thence South 19 degrees 52 minutes 00 seconds east along the east line of said Lot 9, a distance of 784.8 feet; thence south 67 degrees 32 minutes 00 seconds west a distance of 288 feet to the point of beginning; thence south 19 degrees 53 minutes 40 seconds east a distance of 742.71 feet to the land of Taylor; thence south 74 degrees 00 minutes 00 seconds west along said north line of Taylor, a distance of 301 feet; thence north 19 degrees 55 minutes 33 seconds west, a distance of 175.06 feet; thence north 74 degrees 00 minutes 00 seconds east a distance of 200.87 feet; thence north 19 degrees 53 minutes 40 seconds west, 555.35 feet; thence north 67 degrees 32 minutes 00 seconds east, 100.10 feet to the point of beginning.

Parcel "B"

Being part of that property described in Official Records Book 380, Page 113 describes as follows: Commence at the northeast corner of Lot 9, F.N. Holmes property, as described in Plat Book 2, page 36, Public Records of St. Johns County, Florida; thence south 19 degrees 52 minutes 00 seconds east, along the east line of said Lot 9, a distance of 784.8 feet; thence south 67 degrees 32 minutes 00 seconds west a distance of 388.10 feet to the point of beginning; thence south 19 degrees 53 minutes 40 seconds east, a distance of 555.35 feet; thence south 74 degrees 00 minutes 00 seconds west, a distance of 200.87 feet; thence north 19 degrees 55 minutes 33 seconds west 532.70 feet, thence north 67 degrees 32 minutes 00 seconds east to the point of beginning.

Exhibit "D" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 14 day of Feb, 2003, By ALLAN D. GIESELMAN AND ANITA C. GIESELMAN, HIS WIFE with an address of 1105 BAYFOREST ROAD, ST. AUGUSTINE, FL 32084, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 LEWIS SPEEDWAY, ST. AUGUSTINE FL 32084, 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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

Laura Johnson  
Witness

Allen D. Gieselman  
ALLAN D. GIESELMAN

Laura Johnson  
Witness Print Name

Laura Johnson  
Witness

Anita C. Gieselman  
ANITA C. GIESELMAN

Laura Johnson  
Witness Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2003, ALLAN D. GIESELMAN and ANITA C. GIESELMAN, HIS WIFE who ~~has produced~~ is personally known ~~as by me~~ as by me identification.

Jean D. Crouse  
Notary Public, State of Florida

JEAN D. CROUSE  
Print Name

8-1-04  
Commission Expires



Jean D. Crouse  
MY COMMISSION # CC758179 EXPIRES  
August 1, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.



EXHIBIT A  
EASEMENT AREA

The North 10 feet of the below described property:

Being part of that property described in Official Records Book 380, page 113, Public Records of St. Johns County, Florida, and being more fully described as follows:

Commence at the northeast corner of Lot 9, F.N. Holmes property, as described in Plat Book 2, Page 36, Public Records of St. Johns County, Florida; thence South 19 degrees 52 minutes 00 seconds east along the east line of said Lot 9, a distance of 784.8 feet to the point of beginning; thence south 67 degrees 32 minutes 00 seconds west a distance of 288 feet; thence south 19 degrees 53 minutes 40 seconds east a distance of 371.36 feet; thence north 70 degrees 46 minutes east, a distance of 287.54 feet to the east line of said Lot 9; thence north 19 degrees 52 minutes west, along the east line of said Lot 9, a distance 387.60 feet to the Point of Beginning.

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7<sup>th</sup> day of March, 2003, By ALBERT A. MALITZ or JANICE M. MALITZ, trustees, or successor trustee(s) of the ALBERT A. MALITZ AND JANICE M. MALITZ TRUST DATED MARCH 29, 2000 with an address of 1140 BAYFOREST ROAD, ST. AUGUSTINE, FL 32086, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 LEWIS SPEEDWAY, ST. AUGUSTINE FL 32084, 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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

Nanette Braddock  
Witness

Nanette Braddock  
Witness Print Name

Laurie C. Braddock  
Witness

Laurie C. Braddock  
Witness Print Name

Albert A. Malitz  
ALBERT A. MALITZ, TRUSTEE

Janice M. Malitz  
JANICE M. MALITZ, TRUSTEE

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2003, ALBERT A. MALITZ AND JANICE M. MALITZ, TRUSTEE, who has produced FL. Driver's Lic. as identification.

Laurie C. Braddock  
Notary Public, State of Florida

Laurie C. Braddock  
Print Name

4-17-04  
Commission Expires



Laurie C. Braddock  
Commission # CC 928860  
Expires April 17, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

EXHIBIT A

EASEMENT AREA

The South 10 feet of the below described property:

Part of Lot 9, Holmes Subdivision, Map Book 2, Page 36, of the Public Records of St. Johns County, Florida, more particularly described as follows and being a portion of those lands conveyed to Webster Felix by virtue of deed recorded in Official Records Book 400, page 646, of said Public Records.

Commence at the northeast corner of said Lot 9, Holmes Subdivision, and run thence South 65 degrees 06 minutes west, along the north line of said Lot 9, 715 feet to the point of beginning; and the northeast corner of the parcel herein conveyed; run thence south 24 degrees 39 minutes 06 seconds east, 754.60 feet; run thence south 67 degrees 32 minutes west, 300 feet; run thence north 29 degrees 06 minutes 02 seconds west, 744.06 feet; run thence north 65 degrees 06 minutes east along the north line of said Lot 9, 357.5 feet to the Point of Beginning.

Exhibit "F" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 7<sup>th</sup> day of March, 2003, By BARRY M. HARRISS AND PHYLLIS W. HARRISS, HIS WIFE with an address of 1120 BAYFOREST ROAD, ST. AUGUSTINE, FL 32084, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 LEWIS SPEEDWAY, ST. AUGUSTINE FL 32084, 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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

Janette Bradley  
Witness

Janette Bradbury  
Witness Print Name

Ramona C. Braddock  
Witness

Laurie C. Braddock  
Witness Print Name

Barry M. Harriss  
BARRY M. HARRISS

Phyllis W. Harriss  
PHYLLIS W. HARRISS

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2003, BARRY M. HARRISS AND PHYLLIS W. HARRIS, HIS WIFE, who has produced Fl. Driver's Lic. as identification.

Laurie C. Braddock  
Notary Public, State of Florida

Laurie C. Braddock  
Print Name

4-17-04  
Commission Expires



Laurie C. Braddock  
Commission # CC 928860  
Expires April 17, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.



EXHIBIT A

EASEMENT AREA

The South 10 feet of the below described property:

Being part of that property described in Official Records Book 380, Page 113, public records of St. Johns County, Florida, and being more fully described as follows:

Begin at the Northeast corner of Lot 9, F.N. Holmes property, as recorded in Plat Book 2, page 36, public records of St. Johns County, Florida; thence south 19 degrees 52 minutes east, along the east line of said Lot 9, a distance of 784.80 feet; thence South 67 degrees 32 minutes West, a distance of 650 feet; thence north 24 degrees 39 minutes 06 seconds west, a distance of 754.60 feet; thence north 65 degrees 08 minutes east a distance of 715.0 feet to the point of beginning.

Exhibit "G" to Resolution

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 10 day of March, 2003, By JAMES W. HICKS with an address of 1155 BAYFOREST RD. ST. AUGUSTINE, FL 32084, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 LEWIS SPEEDWAY, ST. AUGUSTINE FL 32084, 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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

William Hicks  
Witness

James W. Hicks  
JAMES W. HICKS

WILLIAM HICKS  
Witness Print Name

Shawna Hicks  
Witness

Shawna Hicks  
Witness Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10 day of March, 2003, by JAMES W. HICKS, who has produced personally known to me as identification.



JOANNA MARIE HILLENBURG  
MY COMMISSION # DD 153790  
EXPIRES: September 29, 2006  
Bonded Thru Budget Notary Services

Joanna Marie Hillenburg  
Notary Public, State of Florida

Joanna Marie Hillenburg  
Print Name

Sept 29, 2006  
Commission Expires

EXHIBIT A

EASEMENT AREA

The North 10 feet of the below described property:

Begin a part of that property described in Official Records Book 380, page 113 described as follows: Commence at the Northeast corner of Lot 9, F.M. Holmes property as recorded in Plat Book 2, page 36 of the public records of St. Johns County, Florida; thence South 19 degrees, 52 minutes East, along the East line of said Lot 9, a distance of 784.80 feet; thence South 67 degrees 32 minutes west a distance of 589 feet to the Point of Beginning; thence South 19 degrees, 55 minutes 33 seconds East, a distance of 708.76 feet to the land of Taylor; thence south 74 degrees west, along said north line of Taylor, a distance of 316 feet; thence North 19 degrees, 57 minutes, 45 seconds west, a distance of 673.11 feet; thence North 67 degrees, 32 minutes East, a distance of 316 feet to the Point of Beginning.

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 11 day of March, 2003, By HERMAN CAUDILL JR. AND FAITH CAUDILL, HUSBAND AND WIFE with an address of 1193 BROOKSIDE COURT, ST. AUGUSTINE, FL 32086, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 LEWIS SPEEDWAY, ST. AUGUSTINE FL 32084, 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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 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 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. 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's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other 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 insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

Deborah Povia  
Witness

Herman Caudill, Jr.  
HERMAN CAUDILL, JR.

Deborah Povia  
Witness Print Name

Crystal Knighten  
Witness

Faith Caudill  
FAITH CAUDILL

Crystal Knighten  
Witness Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2003, HERMAN CAUDILL JR. AND FAITH CAUDILL, HUSBAND AND WIFE, who has produced FL Drivers License as identification.



Deborah Povia  
My Commission DD080527  
Expires December 25, 2005

Deborah Povia  
Notary Public, State of Florida

Deborah Povia  
Print Name

12-25-05  
Commission Expires



EXHIBIT A

EASEMENT AREA

The South 10 feet of the below described property:

PARCEL ONE: (Lot 5)

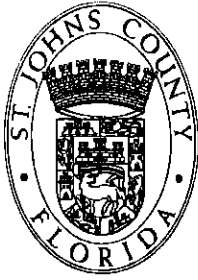
Being part of that property described in Official Records Book 380, Page 113, public records of St. Johns County, Florida, and being more fully described as follows:

Commence at the Northeast corner of Lot 9, F.N. Holmes property, as recorded in Map Book 2, page 36, public records of St. Johns County, Florida; thence south 19 degrees 52 minutes east, along the east line of said Lot 9, a distance of 784.80 feet; thence South 67 degrees 32 minutes West, a distance of 950 feet to the Point of Beginning; thence continue South 67 degrees 32 minutes West a distance of 347.39 feet to the West line of said Lot 9; thence North 30 degrees West, along said west line of Lot 9, a distance of 730.42 feet to the Northwest corner of said Lot 9; thence North 65 degrees 08 minutes East, along the North line of said Lot 9, a distance of 357.5 feet; thence South 29 degrees 06 minutes 02 seconds east, a distance of 744.06 feet to the Point of Beginning.

PARCEL TWO: (Parcel B)

A parcel of land lying between the West line of Lot 9, F.N. Holmes property, as recorded in Map Book 2, page 36, public records of St. Johns County, Florida, and the East line of Sandy Heights Subdivision, as recorded in Map Book 12, page 51, public records of St. Johns County, Florida, and being more fully described as follows:

From the Point of Beginning at the Northwest corner of said Lot 9, run South 65 degrees 08 minutes West, along the Westerly extension of the North line of said Lot 9, a distance of 110.78 feet to the East line of said Sandy Heights Subdivision; thence South 32 degrees 45 minutes West along said East line of Sandy Heights Subdivision, a distance of 731.57 feet; thence North 67 degrees 32 minutes East, a distance of 73.96 feet; thence North 30 degrees West, a distance of 730.42 feet to the Northwest corner of said Lot 9, and the Point of Beginning.



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

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

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TO: Nanette Bradbury, Real Estate Coordinator  
FROM: Neal S Shinkre, P.E, MBA, Utility Engineering Manager NS  
SUBJECT: Easement for Utilities to provide water service to the residents on Bay forest Road  
DATE: April 7, 2003

The "Easement for Utilities" and the appraisal report has been reviewed by the Utility Department staff and found acceptable.

The easement is needed to provide water service to the residences on Bay Forest Road.

Please submit to the Board of County Commissioners for their final approval and acceptance.

Your support is most appreciated