

RESOLUTION NO. 2015- 42

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO SPECIAL WARRANTY DEEDS FOR CONVEYANCE OF TWO LIFT STATION SITES AND TWO EASEMENTS FOR ACCESS AND UTILITIES TO SERVE WHISPER CREEK PHASE 1 UNITS A AND B.**

**RECITALS**

**WHEREAS**, Six Mile Creek Investment Group, LLC, a Delaware limited liability company, has executed and presented to the County two Special Warranty Deeds conveying two lift stations sites, attached hereto as Exhibit "A and B," and two Easements for Access and Utilities, attached hereto as Exhibit "C and D," incorporated by reference and made a part hereof, to serve to Whisper Creek Phase 1 Units A and B; and

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

**WHEREAS**, it is in the best interest of the County to accept the Special Warranty Deeds and Easements 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 Special Warranty Deeds and Easements for Access and Utilities attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

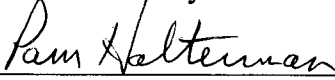
Section 4. The Clerk of the Circuit Court is instructed to record the original Special Warranty Deeds and Easements for Access and Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3<sup>rd</sup> day of March, 2015.

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

By:   
Priscilla L. Bennett, Chair

**ATTEST:** Cheryl Strickland, Clerk

  
Deputy Clerk

**RENDITION DATE** 3/5/15



Exhibit "A" to Resolution

Prepared By:

Kathryn F. Whittington  
Whittington Law, PLLC  
24 Cathedral Place, Suite 600  
St. Augustine, Florida 32084

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made and executed the 16<sup>th</sup> day of January, 2015, by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, hereinafter called the Grantor, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:** That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in St. Johns County, State of Florida, described as follows:

TRACT LS-1, WHISPER CREEK PHASE 1 UNITS A AND B,  
AS SHOWN ON MAP BOOK 73, PAGES 4-27 OF THE  
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA  
AND AS DEPICTED ON EXHIBIT "A" ATTACHED  
HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF ("THE PROPERTY").

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey

said land and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, its successors and assigns and not otherwise; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered in the presence of:

**SIX MILE CREEK INVESTMENT GROUP, LLC,  
a Delaware limited liability company**

Marilyn Simmons  
Print Name: Marilyn Simmons

By: CWK  
Print Name: CHRISTIAN W. KUHN  
Its: Vice-President

D. Keil  
Print Name: Dawn Keil

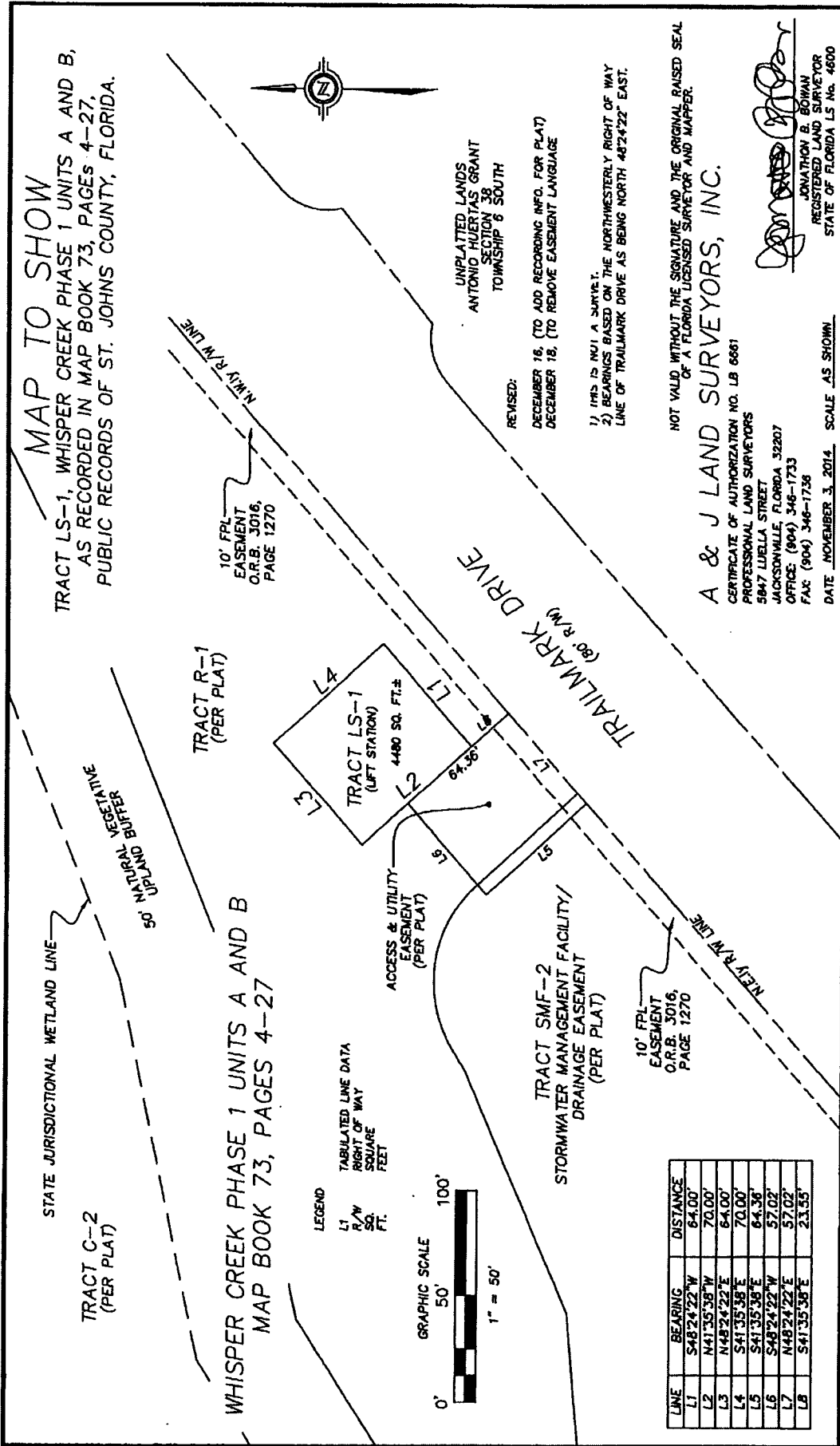
STATE OF FLORIDA }  
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2015, by Christian Kuhn, as the Vice-President of SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company, on behalf of the company.

D. Keil  
Print Name: Dawn J. Keil  
Notary Public  
State of Florida at Large  
Commission # FF 1140710  
My Commission Expires: 10/07/2018  
Personally Known  or Produced ID   
[check one of the above]  
Type of Identification Produced



Exhibit "A" to Special Warranty Deed



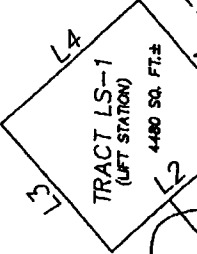
MAP TO SHOW  
TRACT LS-1, WHISPER CREEK PHASE 1 UNITS A AND B,  
AS RECORDED IN MAP BOOK 73, PAGES 4-27,  
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

STATE JURISDICTIONAL WETLAND LINE  
TRACT C-2  
(PER PLAT)

50' NATURAL BUFFER  
VEGETATIVE

TRACT R-1  
(PER PLAT)

WHISPER CREEK PHASE 1 UNITS A AND B  
MAP BOOK 73, PAGES 4-27



ACCESS & UTILITY  
EASEMENT  
(PER PLAT)

TRACT SMF-2  
STORMWATER MANAGEMENT FACILITY/  
DRAINAGE EASEMENT  
(PER PLAT)

10' FPL  
EASEMENT  
O.R.B. 3016,  
PAGE 1270

10' FPL  
EASEMENT  
O.R.B. 3016,  
PAGE 1270

UNPLATTED LANDS  
ANTONIO HUERTAS GRANT  
SECTION 38  
TOWNSHIP 6 SOUTH

REVISED:  
DECEMBER 18, (TO ADD RECORDING INFO. FOR PLAT)  
DECEMBER 18, (TO REMOVE EASEMENT LANGUAGE)

1) THIS IS NOT A SURVEY.  
2) BEARINGS BASED ON THE NORTHWESTERLY RIGHT OF WAY  
LINE OF TRAILMARK DRIVE AS BEING NORTH 48°24'22" EAST.

LINE	BEARING	DISTANCE
L1	S48°24'22"W	64.00'
L2	N41°35'38"W	70.00'
L3	N48°24'22"E	64.00'
L4	S41°35'38"E	70.00'
L5	S41°35'38"E	64.36'
L6	S48°24'22"W	57.02'
L7	N48°24'22"E	57.02'
L8	S41°35'38"E	23.55'

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661  
PROFESSIONAL LAND SURVEYORS  
5847 LUELLA STREET  
JACKSONVILLE, FLORIDA 32207  
OFFICE: (904) 346-1733  
FAX: (904) 346-1736

*[Signature]*  
JONATHAN B. BOJAN  
REGISTERED LAND SURVEYOR  
STATE OF FLORIDA LS No. 4680

DATE NOVEMBER 3, 2014 SCALE AS SHOWN

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

Prepared By:

Kathryn F. Whittington  
Whittington Law, PLLC  
24 Cathedral Place Suite 600  
St. Augustine, Florida 32084

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made and executed the 16<sup>th</sup> day of January, 2015, by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, hereinafter called the Grantor, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:** That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in St. Johns County, State of Florida, described as follows:

TRACT LS-2, WHISPER CREEK PHASE 1 UNITS A AND B,  
AS RECORDED IN MAP BOOK 73, PAGES 4-27 OF THE  
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AS  
DEPICTED ON EXHIBIT "A" ATTACHED HERETO AND  
BY THIS REFERENCE MADE A PART HEREOF ("THE  
PROPERTY").

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, its successors and assigns and

not otherwise; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered in the presence of:

**SIX MILE CREEK INVESTMENT GROUP, LLC,**  
a Delaware limited liability company

Marilyn N. Korman  
Print Name: Marilyn N. Korman

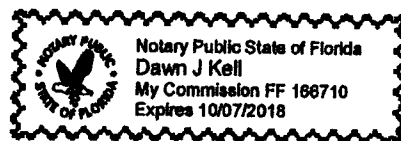
By: [Signature]  
Print Name: CHRISTIAN W. KUHN  
Its: Vice-President

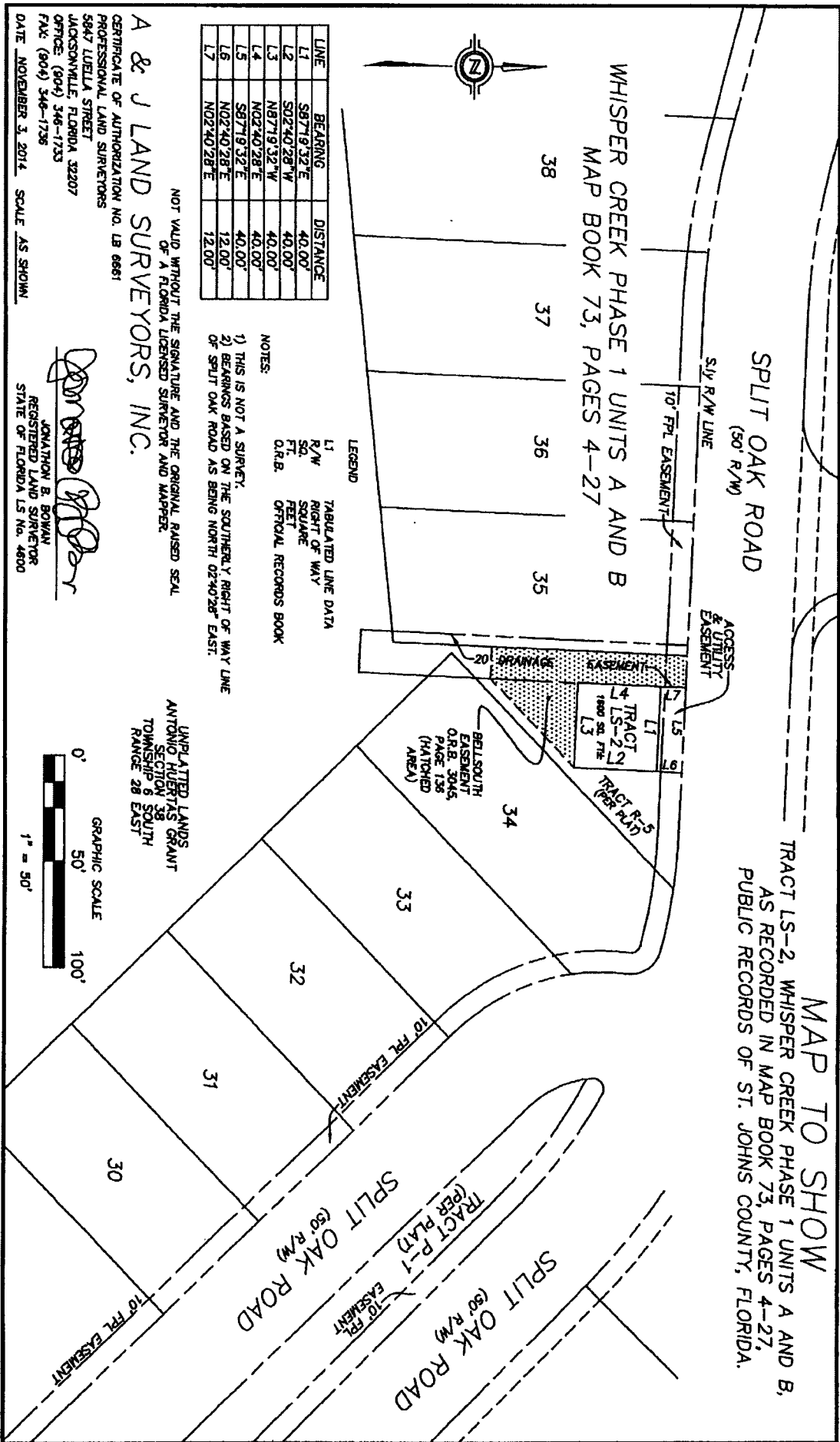
[Signature]  
Print Name: Dawn Kell

STATE OF FLORIDA }  
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2015, by Christian Kuhn, as the Vice-President of SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]  
Print Name: Dawn J. Kell  
Notary Public  
State of Florida at Large  
Commission # FF 1166710  
My Commission Expires: 10/07/18  
Personally Known  or Produced ID   
[check one of the above]  
Type of Identification Produced





**A & J LAND SURVEYORS, INC.**  
 CERTIFICATE OF AUTHORIZATION NO. LB 6661  
 PROFESSIONAL LAND SURVEYORS  
 5847 LOBELLA STREET  
 JACKSONVILLE, FLORIDA 32207  
 OFFICE: (904) 346-1733  
 FAX: (904) 346-1736

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

*[Signature]*  
 JONATHAN B. BOYAN  
 REGISTERED LAND SURVEYOR  
 STATE OF FLORIDA LS No. 4600

DATE NOVEMBER 3, 2014 SCALE AS SHOWN



Prepared By:

Kathryn F. Whittington  
Whittington Law, PLLC  
24 Cathedral Place, Suite 600  
St. Augustine, Florida 32084

**EASEMENT FOR ACCESS AND UTILITIES**

THIS EASEMENT executed and given this 16<sup>th</sup> day of JANUARY, 2015 by **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system, & sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described and depicted on Exhibit A attached hereto as the "Access & Utility Easement" abutting Tract LS-1 as shown on the Whisper Creek Phase 1 Units A and B plat recorded in Map Book 73, Pages 4-27 of the public records of St. Johns County, Florida (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, 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 anchors for surface improvements.

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

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

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

2. (a) **WATER SYSTEM** - 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.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - 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 or Grantor's successors and assigns will indemnify and hold Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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 which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

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.

GRANTOR:

Signed, sealed and delivered in the presence of:

SIX MILE CREEK INVESTMENT GROUP, LLC a Delaware limited liability company

Christian W. Kuhn  
Print Name: Christian W. Kuhn

By: Christian W. Kuhn  
Print Name: CHRISTIAN W. KUHN  
Its: Vice-President

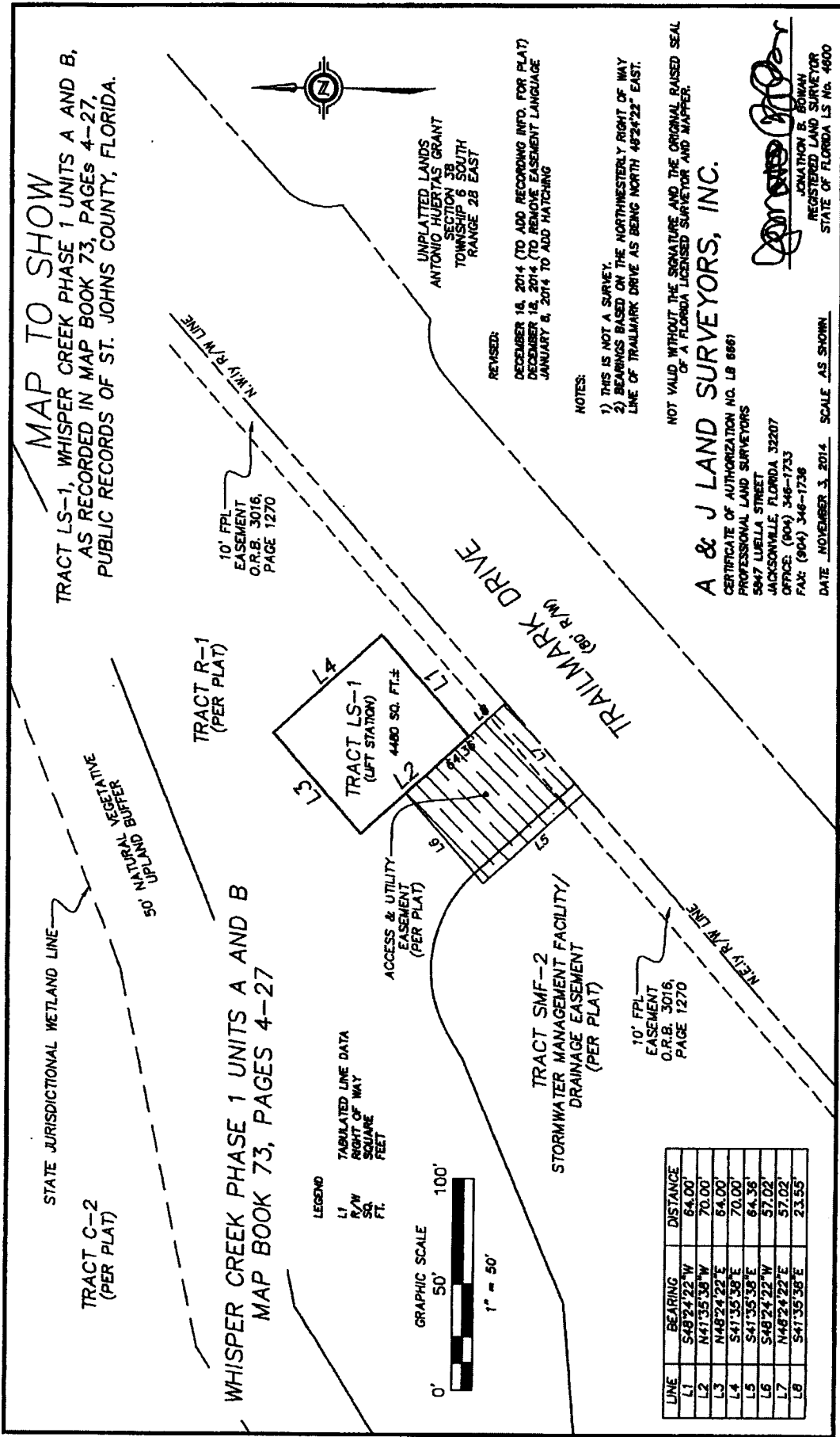
Dawn J. Kell  
Print Name: Dawn Kell

STATE OF FLORIDA }  
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2015, by Christian Kuhn, as the Vice-President of SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company, on behalf of the company.

Dawn J. Kell  
Print Name: Dawn J. Kell  
Notary Public  
State of Florida at Large  
Commission # FF 1106710  
My Commission Expires: 10/07/18  
Personally Known  or Produced ID   
[check one of the above]  
Type of Identification Produced





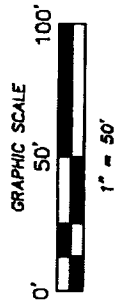
**MAP TO SHOW**

TRACT LS-1, WHISPER CREEK PHASE 1 UNITS A AND B,  
AS RECORDED IN MAP BOOK 73, PAGES 4-27,  
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

STATE JURISDICTIONAL WETLAND LINE  
TRACT C-2  
(PER PLAT)

WHISPER CREEK PHASE 1 UNITS A AND B  
MAP BOOK 73, PAGES 4-27

LEGEND  
L1 TABULATED LINE DATA  
R/W RIGHT OF WAY  
SQ. SQ. SQUARE FEET  
FT. FT.



LINE	BEARING	DISTANCE
L1	S48°24'22"W	64.00'
L2	N41°35'38"W	70.00'
L3	N48°24'22"E	64.00'
L4	S41°35'38"E	70.00'
L5	S41°35'38"E	64.36'
L6	S48°24'22"W	57.02'
L7	N48°24'22"E	57.02'
L8	S41°35'38"E	23.55'

10' FPL EASEMENT  
O.R.B. 3016,  
PAGE 1270

TRACT R-1  
(PER PLAT)

TRACT LS-1  
(LIFT STATION)  
4400 SQ. FT.±

ACCESS & UTILITY  
EASEMENT  
(PER PLAT)

TRACT SMF-2  
STORMWATER MANAGEMENT FACILITY/  
DRAINAGE EASEMENT  
(PER PLAT)

10' FPL EASEMENT  
O.R.B. 3016,  
PAGE 1270



UNPLATTED LANDS  
ANTONIO HUERTAS GRANT  
SECTION 38  
TOWNSHIP 6 SOUTH  
RANGE 28 EAST

REVISED:

DECEMBER 18, 2014 (TO ADD RECORDING INFO. FOR PLAT)  
DECEMBER 18, 2014 (TO REMOVE EASEMENT LANGUAGE)  
JANUARY 8, 2014 TO ADD HATCHING

NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF TRAILMARK DRIVE AS BEING NORTH 48°24'22" EAST.

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

**A & J LAND SURVEYORS, INC.**

CERTIFICATE OF AUTHORIZATION NO. LB 8861  
PROFESSIONAL LAND SURVEYORS  
5947 LUELLA STREET  
JACKSONVILLE, FLORIDA 32207  
OFFICE: (904) 346-1733  
FAX: (904) 346-1736

*[Signature]*  
JONATHAN B. BOWAN  
REGISTERED LAND SURVEYOR  
STATE OF FLORIDA LS NO. 4600

DATE NOVEMBER 3, 2014 SCALE AS SHOWN

Prepared By:

Kathryn F. Whittington  
Whittington Law, PLLC  
24 Cathedral Place, Suite 600  
St. Augustine, Florida 32084

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**WITNESSETH:**

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

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system, & sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described and depicted on Exhibit A attached hereto as the "Access & Utility Easement" abutting Tract LS-2 as shown on the Whisper Creek Phase 1 Units A and B plat recorded in Map Book 73, Pages 4-27 of the public records of St. Johns County, Florida (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress is also shown in Exhibit A attached hereto. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, 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 anchors for surface improvements.

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

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

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

2. (a) **WATER SYSTEM** - 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.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - 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 or its successors and assigns will indemnify and hold Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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 which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



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.

GRANTOR:

Signed, sealed and delivered in the presence of:

SIX MILE CREEK INVESTMENT GROUP, LLC a Delaware limited liability company

Marilyn N. Simon  
Print Name: Marilyn N. Simon

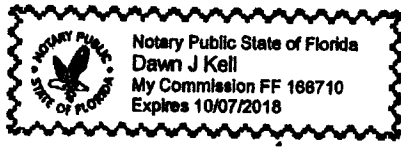
By: [Signature]  
Print Name: CHRISTIAN W. KUHN  
Its: Vice-President

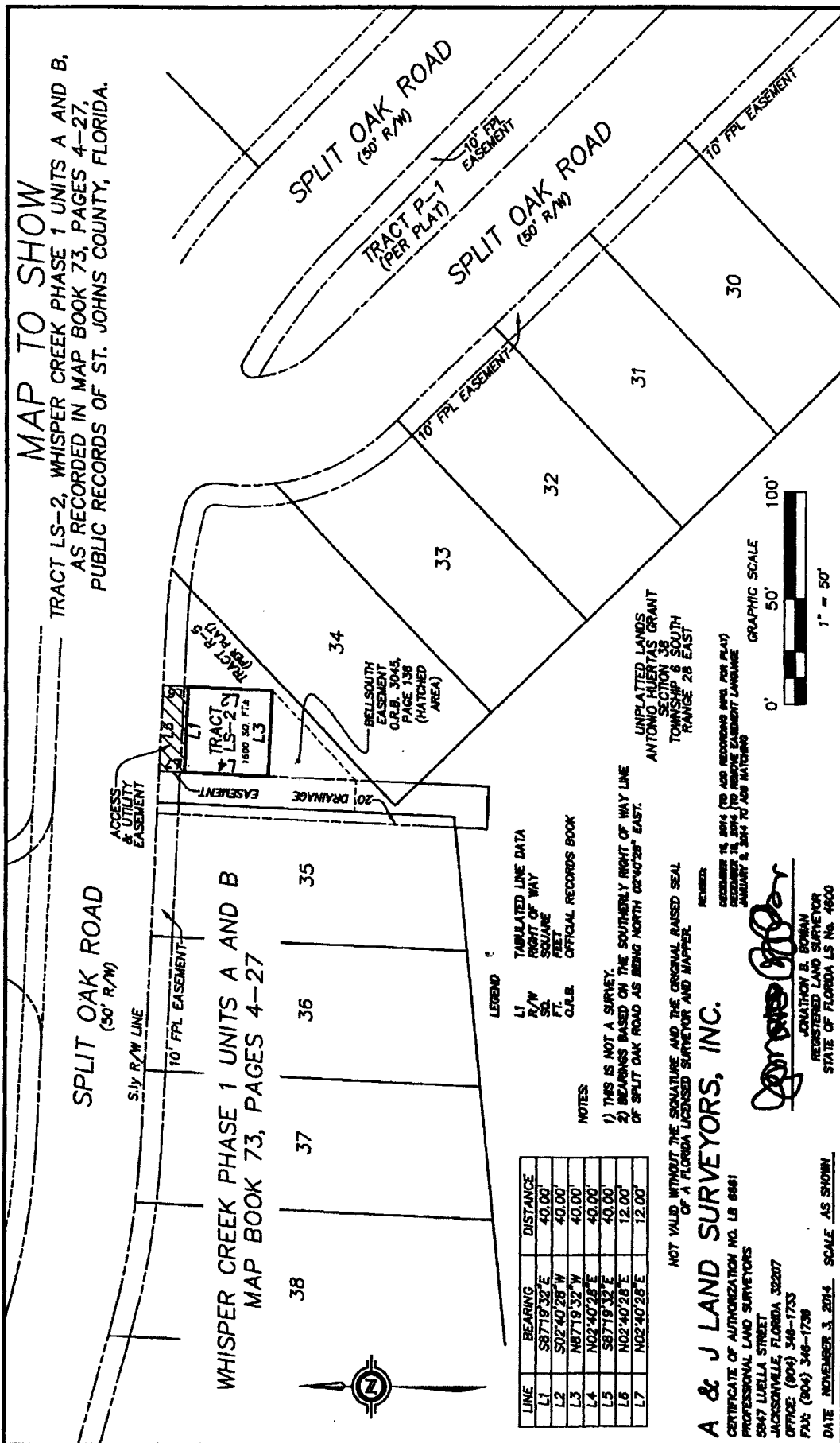
[Signature]  
Print Name: Dawn Kell

STATE OF FLORIDA }  
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January 2015 by Christian Kuhn, as the Vice-President of SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]  
Print Name: Dawn J. Kell  
Notary Public  
State of Florida at Large  
Commission # FF 1160710  
My Commission Expires: 10/07/18  
Personally Known  or Produced ID   
[check one of the above]  
Type of Identification Produced







**St. Johns County Board of County Commissioners**

Utility Department

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**INTEROFFICE MEMORANDUM**

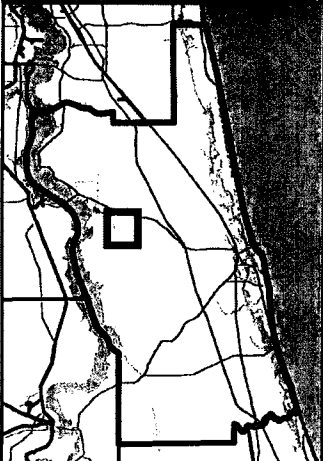
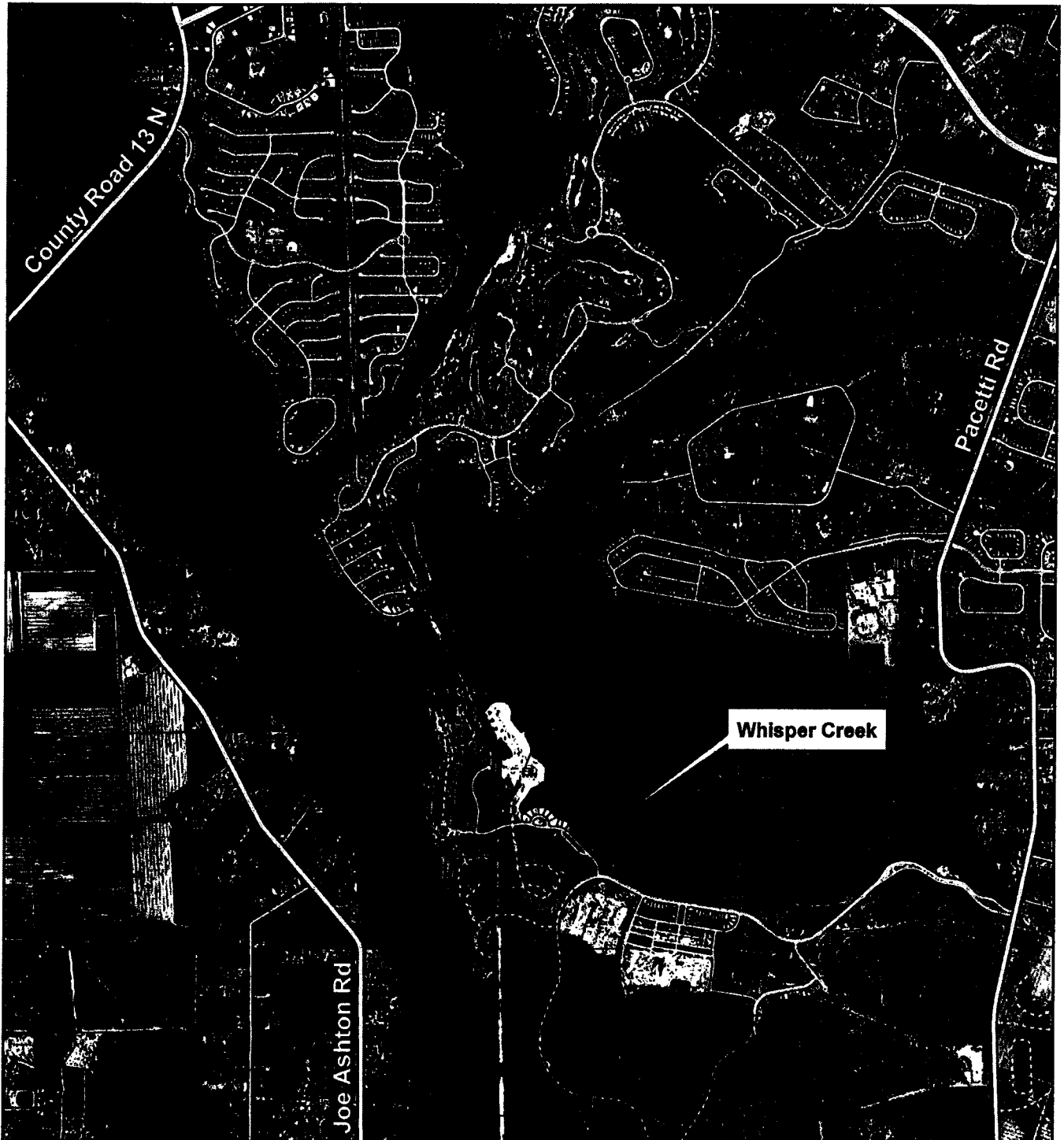
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TO: Nanette Bradbury, Real Estate Coordinator  
FROM: Karri Thomas, Asset Management Tech  
SUBJECT: Whisper Creek Phase 1 Units A and B  
DATE: January 28, 2015

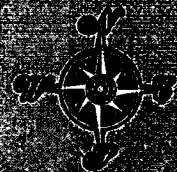
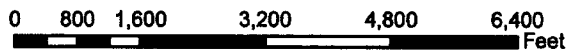
Please present the Deeds and Easements to the Board of County Commissioners (BCC) for final approval and acceptance of Lift Station 1 and 2 in Whisper Creek subdivision Phase 1 Units A and B.

After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and the recorded Deeds and Easements for our files.

Your support and cooperation as always are greatly appreciated.



## Whisper Creek Utilities



2008 Aerial Imagery

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
Date: January 28, 2015  
(904) 209-0788

**DISCLAIMER**  
This map is for reference use only. Data provided is derived from multiple sources with varying levels of accuracy.