

RESOLUTION 93-- 48

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

Approving the Execution of a Certain Reciprocal Grant of Easements more fully described below; and extending the thirty day time requirements in paragraphs three and four of a certain Agreement authorized by St. Johns County Board of County Commissioners Resolution 92-190.

WHEREAS, The Corner at Ponte Vedra, Ltd. and Healthcare Management Services, Inc., hereinafter called "Owners", as owners of land more fully described in Reciprocal Grant of Easements, which is attached hereto as Exhibit A, incorporated by reference and made a part hereof, wish to grant two easements to the Board of County Commissioners of St. Johns County, Florida, hereinafter called "County", for the purpose of conveying stormwater drainage to and from Solano Road and the existing pond on Tract E (as described in Exhibit A hereto) between the fire station and library parcels (County Pond), which easements are more fully described in Exhibit A hereto; and

WHEREAS, the County, as the owner of land more fully described in Reciprocal Grant of Easements (Exhibit A), wishes to grant an easement to the Owners for the purpose of conveying stormwater drainage to the County Pond, which easement is more fully described in Exhibit A hereto; and

WHEREAS, the reciprocal easements were contemplated in paragraphs three and four of the Agreement approved by St. Johns County Board of County Commissioners (Resolution 92-190); and

WHEREAS, although the thirty day time requirement for the reciprocal easements to be granted, as specified in paragraphs three and four of the Agreement authorized by Resolution 92-190 has passed, the County wishes to extend the time requirement to thirty days from the date of this resolution; and

WHEREAS, it would be in the County's best interests and would serve a valid public purpose for the County to enter into the attached Reciprocal Grant of Easements.

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

Section 1. The two easements from the Owners to the County as more fully described in attached Exhibit A as Grantor Easement A and Grantor Easement B are hereby accepted by the County, subject to Section 5 herein.

Section 2. The above described easement from the County to the Owners as more fully described in attached Exhibit A as Grantee Easement is hereby approved, subject to Section 5 herein.

Section 3. The deadline to comply with the thirty day requirement in paragraphs three and four of the December 4, 1992, agreement between The Corner at Ponte Vedra, Ltd. and the County approved by Resolution No. 92-190, is hereby extended to thirty days from the date of this resolution.

Section 4. The Reciprocal Grant of Easements attached to this resolution as Exhibit A is hereby approved, and the County Administrator is hereby authorized to execute the Reciprocal Grant of Easements on behalf of the County.

Section 5. The Owners shall provide a Title Search on the subject property prior to execution of the Reciprocal Grant of Easements.

Section 6. The Clerk is instructed to record the Reciprocal Grant of Easements and to file the Title Search. The cost of recording shall be paid by The Corner at Ponte Vedra, Ltd.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 23rd day of March, 1993.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: Linda Balavage  
its Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: Amy Bennett

Deputy Clerk



**RECIPROCAL GRANT OF EASEMENTS**

This Reciprocal Grant of Easements (Grant Agreement) made the \_\_\_\_\_ day of \_\_\_\_\_, 1993, by and between **THE CORNER AT PONTE VEDRA, LTD.**, a Florida limited partnership, whose address is 1010 East Adams Street, Jacksonville, Florida 32202 ("Grantor"), and **THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, whose address is P. O. Drawer 349, St. Augustine, Florida 32085-0349, Attention: County Administrator ("Grantee"), and **HEALTHCARE MANAGEMENT SERVICES, INC.**, a Florida corporation, whose address is 1325 San Marco Boulevard, Jacksonville, Florida 32207 ("Healthcare").

**WITNESSETH:**

**WHEREAS**, Grantor and Healthcare are the owners of certain parcels of land located in St. Johns County, Florida, more particularly described in Exhibit A attached hereto ("Grantor Easement A") over which they desire to grant to Grantee an easement and Grantee desires to receive from Grantor and Healthcare the right to use the same for the purposes indicated; and

**WHEREAS**, pursuant to a certain agreement between Grantor and Grantee, dated December 4, 1992, and authorized by St. Johns County Board of County Commissioners Resolution 92-190, this reciprocal grant of easements is intended to implement paragraphs 3 and 4 of that agreement; and

**WHEREAS**, pursuant to a certain Grant of Easement (the "Prior Agreement") dated November 4, 1992, and recorded in Official Records Book 971, page 484 of the current public records of St. Johns County, Florida, Healthcare and Grantor, in consideration for certain mutual promises, jointly agreed to share certain costs and expenses with respect to the drainage from the "Benefited Lands", as hereinafter described; and

**WHEREAS**, Grantor is the owner of a certain parcel of land located in St. Johns County, Florida, more particularly described in Exhibit B attached hereto ("Grantor Easement B"), over which it desires to grant to Grantee an easement, and Grantee desires to receive from Grantor the right to use the same for the purposes indicated; and

**WHEREAS**, Grantee is the owner of a certain parcel of land located in St. Johns County, Florida, more particularly described in Exhibit C attached hereto ("Grantee Easement") over which it desires to grant to Grantor certain easements and Grantor desires to receive from Grantee the right to use the same for the purposes indicated and for the benefit of the lands of the Grantor and those of Healthcare, more particularly described in Exhibit D attached hereto (the "Benefited Land").

NOW, THEREFORE, in consideration of the matters set forth herein and the mutual covenants of the parties hereto, Grantor and Grantee and Healthcare agree as follows:

1. **Grantor Easement A.** Grantor and Healthcare, each to the extent of their ownership interest therein, hereby convey, grant and assign to Grantee, its successors and assigns, a non-exclusive right-of-way and easement, with the right, privilege and authority to Grantee, its successors and assigns, to construct, operate, lay, maintain, improve and/or repair or replace subsurface pipes for drainage under Grantor Easement A, as described in Exhibit A, which is attached hereto, incorporated by reference and made a part hereof, and to use in common with Grantor and Healthcare the drainage pipes to be placed by the Grantor in Grantor Easement A together with the right in common with the Grantor and Healthcare to use any outfall ditch, retention ponds, lakes or other areas now owned or to which Grantor and/or Healthcare now hold an assignable easement for drainage, to dispose of or contain the storm water from the Solano Road right-of-way. The Grantee shall have the right of ingress and egress to and over Grantor Easement A for the purpose of doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. If the Grantee, for any reason, conducts any construction, repairs or maintenance or otherwise alters the drainage lines, ways or structures, the Grantee shall restore the surface of the easement area to the condition existing immediately prior to the commencement of same. The use by the Grantee of the above described Grantor Easement A for the purposes set forth herein shall not interfere with or obstruct (except during periods of construction, repair or maintenance) the use of the surface of the Grantor Easement A by the Grantor and/or Healthcare, their successors and assigns.

2. **Maintenance of Grantor Easement A.** The Grantor and Healthcare, pursuant to the terms of the Prior Agreement, have the joint obligation to construct, repair and maintain the drainage lines, ways and structures in Grantor Easement A and will install a stubbed plugged and /or capped pipe at a point approximately 203 feet east of Burts Boulevard right-of-way on Solano road where the County drainage ditch is to enter Grantor Easement A ("Entry Point"), all at their sole cost and expense. The Grantee, upon ten days written notice to Grantor and Healthcare, may perform any repairs or maintenance needed by reason of the Grantor's and Healthcare's failure to comply with the terms of this paragraph 2, the cost of which shall be reimbursed by the Grantor and Healthcare under the terms of paragraph 12 herein. However, in case of an emergency, the requirement for ten days written notice to Grantor and Healthcare is waived, and reasonable notice shall be provided.

3. Relocation Right. The Grantor and/or Healthcare shall have the right to relocate Grantor Easement A and to modify any outfall ditch, retention ponds, lakes or other areas now owned or to which Grantor and/or Healthcare now hold an assignable easement for drainage, at any time but shall not change the Entry Point without the Grantee's prior written consent. Any such relocation shall not diminish the quantity of the Grantee's storm water that is permitted to flow through Grantor Easement A as it is presently designed. The Grantee will not permit any storm water in excess of the present design capacity of the Entry Point to flow into Grantor Easement A. After such relocation, this Grantor Easement A shall be modified to reflect the new legal description of the easement so relocated.

4. Grantor Easement B. Grantor hereby conveys, grants and assigns to Grantee, its successors and assigns, a non-exclusive right-of-way and easement, with the right, privilege and authority to Grantee, its successors and assigns, to construct, operate, lay, maintain, improve and/or repair subsurface pipes for drainage under Grantor Easement B, as described in Exhibit B, which is attached hereto, incorporated by reference and made a part hereof, The Grantee shall have the right of ingress and egress to and over Grantor Easement B for the purpose of doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. Grantee shall, after constructing, repairing, maintaining or otherwise altering the drainage lines, ways and structures, restore the surface of the easement area to the condition existing immediately prior to the commencement of same. The use by the Grantee of the above described Grantor Easement B for the purposes set forth herein shall not interfere with or obstruct (except during periods of construction, repair or maintenance) the use of the surface of Grantor Easement B by the Grantor, its successors and assigns.

5. Maintenance of Grantor Easement B. The Grantee hereby assumes the obligation to improve and maintain the drainage lines, ways and structures constructed by it in Grantor Easement B at its sole cost and expense. On or before thirty days from the effective date of this agreement, the Grantor will reimburse the Grantee Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00) as its share of the cost of same. The Grantee shall maintain the lines, ways and structures and keep the easement area in a good state of repair and in a clean and attractive manner. The Grantor shall have the right to repair or maintain Grantor Easement B if the Grantee fails to comply with the terms if this paragraph 5, provided the Grantor gives the Grantee ten days written notice of its intent to do so.

However, in the case of an emergency, the requirement for ten days written notice is waived and reasonable notice under the circumstances shall be provided. The cost of any repairs or maintenance performed by the Grantee or by the Grantor by reason of the Grantee's failure to comply with the terms of this paragraph 5 shall be at the sole cost and expense and the sole responsibility of the Grantee.

The cost of any improvements deemed necessary by the Grantor and approved by the Grantee; deemed necessary by the Grantee; or required by any governmental authority, including the Grantee, shall be shared by the Grantor and Grantee in amounts proportional to the benefits to each party from the improvements. Any costs paid by one party on behalf of the other party under this paragraph 5 shall be subject to the reimbursement provisions in paragraph 12 herein.

6. **Grantee Easement.** Grantee hereby conveys, grants and assigns to Grantor and Healthcare, their successors and assigns, a non-exclusive right-of-way and easement, with the right, privilege and authority to Grantor and Healthcare, their successors and assigns, to construct, operate, lay, maintain, improve and/or repair subsurface pipes for drainage under the land described in Exhibit C attached hereto, incorporated by reference and made a part hereof, and to use in common with Grantor, Healthcare and Grantee the drainage pipes to be constructed by Grantor and Healthcare in the Grantee Easement together with the right in common with the Grantee to use any outfall drainage way, in particular Grantor Easement A, and the retention and detention ponds, lakes or other areas now owned by the Grantee located at the terminus of the Grantee Easement (the "Retention Facilities"), to dispose of or contain the ground water from the Benefited Land. The Grantor and Healthcare shall have the right of ingress and egress to and over the Grantee Easement for the purpose of doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. Grantor and Healthcare shall, after constructing, repairing, maintaining or otherwise altering the drainage lines, restore the surface of the easement area to the condition existing immediately prior to the commencement of same. The use by the Grantor and Healthcare of the above described Grantee Easement for the purposes set forth herein shall not interfere with or obstruct (except during periods of construction, repair or maintenance) the use of the surface of the Grantee Easement by the Grantee, its successors and assigns.

7. **Maintenance of Grantee Easement.** The Grantor and Healthcare hereby assume the obligation to improve and maintain the drainage lines constructed by it in the Grantee Easement at their sole cost and expense in a good state of repair and in a clean and attractive manner. As to all Retention Facilities located outside of the confines of the

Grantee Easement, used in common by the Grantor, Healthcare and Grantee for the disposal, retention and detention of ground water, the Grantee shall improve and maintain the same in a good state of repair and in a clean and attractive manner. Provided, however, the Grantor and Healthcare shall be responsible for the initial expansion of the Retention Facilities to service the Benefited Land.

As to the Grantee Easement, the Grantee shall have the right to repair or maintain the Grantee Easement if the Grantor and Healthcare fail to comply with the terms of this paragraph 7, provided the Grantee gives the Grantor and Healthcare ten days written notice of its intent to do so. However, in the case of an emergency, the requirement for ten days written notice is waived, and reasonable notice under the circumstances shall be provided. The cost of any repairs or maintenance on the Grantee Easement performed by the Grantor and Healthcare or by the Grantee by reason of the Grantor's or Healthcare's failure to comply with the terms of this paragraph 7 shall be at the sole cost and expense and the sole responsibility of the Grantor and Healthcare. The cost of any improvements to the Grantee Easement deemed necessary by the Grantee and approved by the Grantor and Healthcare; deemed necessary by the Grantor and Healthcare; or required by any governmental authority, including the Grantee, shall be shared by the Grantor, Healthcare and the Grantee in amounts proportional to the benefits to each party from the improvements.

As to the Retention Facilities, the Grantor and Healthcare shall have the right to repair or maintain the Retention Facilities if the Grantee fails to comply with the terms of this paragraph 7, provided the Grantor or Healthcare gives the Grantee ten days written notice of its intent to do so. However, in the case of an emergency, the requirement for ten days written notice is waived, and reasonable notice under the circumstances shall be provided. The cost of any repairs or maintenance performed on the Retention Facilities by the Grantee or by the Grantor and Healthcare by reason of the Grantee's failure to comply with the terms of this paragraph 7 shall be at the sole cost and expense and the sole responsibility of the Grantee. The cost of any improvements to the Retention Facilities deemed necessary by the Grantor and Healthcare and approved by the Grantee; deemed necessary by the Grantee; or required by any governmental authority, including the Grantee, shall be shared by the Grantor, Healthcare and Grantee in amounts proportional to the benefits to each party from the improvements.

Any costs paid by one party on behalf of the other party under this paragraph 7 shall be subject to the reimbursement provisions in paragraph 12 herein.

8. **Miscellaneous.** The Grantor and Healthcare make no warranties hereunder and assume no liability for maintenance

of any easements or improvements thereon except as expressly set out herein. Neither the Grantor nor Healthcare nor the Grantee have made any warranties, express or implied, in executing this agreement.

9. **Indemnification.** To the extent allowed by law, Grantee, Grantor and Healthcare each agree to indemnify and hold each other harmless from and against any and all loss, cost, liability or damage arising out of or occasioned by their respective use of the easements herein granted.

10. **Easements Running with Land.** The easements and rights herein granted are and shall be an appurtenance to the lands of the Grantor, Healthcare and Grantee benefited thereby, shall run with and bind the lands of the Grantor, Healthcare and Grantee burdened thereby, and shall be binding upon the parties hereto and their respective successors and assigns throughout the term of this agreement.

11. **Mortgages.** It is understood and agreed that this Grant Agreement shall be effective after the execution thereof by Grantor, Healthcare and Grantee, and joinder herein by all mortgagees, if any, with interests in Grantor Easement A and Grantor Easement B. Any encumbrances now or hereafter placed upon Grantor Easement A and Grantor Easement B shall be subordinated to the rights of the parties hereunder.

12. **Reimbursable Expenses.** All expenses required to be reimbursed between the parties hereto shall bear interest at the rate of eighteen percent (18%) per annum from and after thirty (30) days after the same have been submitted for payment until the same have been paid in full. All billings shall be accompanied by paid invoices evidencing the nature of the work performed and itemizing the cost thereof. The parties agree to cooperate with each other in performing any required maintenance or repairs and to agree in writing in advance of the expenditure of funds as to the nature and extent of the maintenance and repairs required, for which the other party is responsible, except as to emergency repairs which the Grantor or Grantee determine must be performed immediately to avoid damages to their lands or the use thereof. All such repairs and maintenance must be proximately related to the Grant of Easement herein, and the use being made of same by the Grantor or by the Grantee as the case may be.

13. This Grant Agreement may be amended in writing executed with the same formalities as the original.

14. This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Jurisdiction and venue for any dispute hereunder shall be in the Circuit Court of St. Johns County, Florida. The prevailing party in any dispute arising hereunder shall be entitled to recover all costs and expenses incurred at or before trial, including reasonable attorneys' fees.

15. The executed original of this Grant Agreement shall be filed with the Clerk of the St. Johns County Board of County Commissioners, and each party shall receive a certified copy of the recorded Grant Agreement.

16. This Grant Agreement shall be effective upon approval of a resolution by the Board of County Commissioners authorizing the execution of the Grant Agreement by the County Administrator, and execution by all parties thereto. The effective date of the agreement shall be the latest date it is executed by any party.

17. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties thereto.

18. Notices or correspondence related to this Grant Agreement shall be sent to the following:  
For the Corner at Ponte Vedra, Ltd.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Healthcare Management Services, Inc.  
Harvey Granger, Esq., Gen. Counsel  
Baptist Health Systems, Inc.  
1325 San Marco Blvd., Suite 902  
Jacksonville FL 32207

For St. Johns County:  
County Administrator  
P. O. Drawer 349  
St. Augustine FL 32085

19. If any section, phrase, sentence or portion of this Grant Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Grantor, Healthcare, and Grantee have caused this Reciprocal Grant of Easements to be executed.

GRANTOR:

THE CORNER AT PONTE VEDRA, LTD.  
By: LDP, Inc.  
Its General Partner

\_\_\_\_\_  
Print Name\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name\_\_\_\_\_

Date Signed: \_\_\_\_\_

GRANTEE:

ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Print Name\_\_\_\_\_

By: \_\_\_\_\_  
Nicholas M. Meiszer  
County Administrator

\_\_\_\_\_  
Print Name\_\_\_\_\_

Date Signed: \_\_\_\_\_

HEALTHCARE:

HEALTHCARE MANAGEMENT SERVICES  
INC.

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

Date Signed: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LDP, Inc., general partner on behalf of The Corner At Ponte Vedra, Ltd., a Florida limited partnership, who did / did not take an oath.

\_\_\_\_\_  
Name:  
Notary Public, State and  
County Aforesaid

My Commission Expires:

\_\_\_\_\_ Personally known or \_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
ST. JOHNS COUNTY

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by \_\_\_\_\_ as \_\_\_\_\_ (name and title of position) on behalf of St. Johns County, who did / did not take an oath.

\_\_\_\_\_  
Name:  
Notary Public, State and  
County Aforesaid

My Commission Expires:

\_\_\_\_\_ Personally known or \_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1993, by \_\_\_\_\_ as  
\_\_\_\_\_ of Healthcare Management Services, Inc.,  
a Florida corporation, on behalf of the corporation, who did  
/ did not take an oath.

\_\_\_\_\_  
Name:  
Notary Public, State and  
County Aforesaid

My Commission Expires:

\_\_\_\_\_ Personally known or \_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

" GRANTOR EASEMENT A "

AS TO GRANTOR

A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THE SAME BEING THE NORTHEAST CORNER OF INLET BEACH UNIT EIGHT, AS RECORDED IN MAP BOOK 13, PAGES 111, 112 AND 113 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89° 04' 18" WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, THE SAME BEING THE NORTH LINE OF SAID INLET BEACH UNIT EIGHT, A DISTANCE OF 500.90 FEET; THENCE NORTH 01° 12' 00" WEST, PARALLEL WITH THE WESTERLY LINE OF SAID GOVERNMENT LOT 12, A DISTANCE OF 1267.24 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOLANO ROAD, AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY; THENCE NORTH 88° 36' 36" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SOLANO ROAD, A DISTANCE OF 193.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01° 12' 00" EAST, A DISTANCE OF 164.34 FEET; THENCE SOUTH 88° 58' 14" WEST, A DISTANCE OF 26.70 FEET; THENCE SOUTH 02° 57' 26" EAST, A DISTANCE OF 88.66 FEET; THENCE SOUTH 10° 38' 48" EAST, A DISTANCE OF 114.35 FEET; THENCE SOUTH 89° 14' 51" EAST, A DISTANCE OF 3.92 FEET; THENCE NORTH 63° 07' 45" EAST, A DISTANCE OF 33.07 FEET; THENCE NORTH 88° 36' 36" FEET, A DISTANCE OF 11.98 FEET; THENCE NORTH 06° 48' 34" EAST, A DISTANCE OF 4.24 FEET; THENCE NORTH 89° 14' 51" WEST, A DISTANCE OF 29.27 FEET; THENCE NORTH 10° 38' 48" WEST, A DISTANCE OF 96.64 FEET; THENCE NORTH 02° 57' 26" WEST, A DISTANCE OF 66.64 FEET; THENCE NORTH 88° 58' 14" EAST, A DISTANCE OF 26.07 FEET; THENCE NORTH 01° 12' 00" WEST, A DISTANCE OF 184.47 FEET TO A POINT LYING ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SOLANO ROAD; THENCE SOUTH 88° 36' 36" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

*Parcel A as described on Pg 2 of Exhibit "A"*

LANDS THUS DESCRIBED CONTAIN 8,007 SQUARE FEET / 0.18 ACRES, MORE OR LESS.

AS TO HEALTHCARE

A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THE SAME BEING THE NORTHEAST CORNER OF INLET BEACH UNIT EIGHT, AS RECORDED IN MAP BOOK 13, PAGES 111, 112 AND 113 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89° 04' 18" WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, THE SAME BEING THE NORTH LINE OF SAID INLET BEACH UNIT EIGHT, A DISTANCE OF 500.90 FEET; THENCE NORTH 01° 12' 00" WEST, PARALLEL WITH THE WESTERLY LINE OF SAID GOVERNMENT LOT 12, A DISTANCE OF 1267.24 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOLANO ROAD, AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY; THENCE NORTH 88° 36' 36" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SOLANO ROAD A DISTANCE OF 193.19 FEET; THENCE SOUTH 01° 12' 00" EAST, A DISTANCE OF 164.34 FEET; THENCE SOUTH 88° 58' 14" WEST, A DISTANCE OF 26.70 FEET; THENCE SOUTH 02° 57' 26" EAST, A DISTANCE OF 88.66 FEET; THENCE SOUTH 10° 38' 48" EAST, A DISTANCE OF 114.35 FEET; THENCE SOUTH 89° 14' 51" EAST, A DISTANCE OF 3.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 14' 51" EAST, A DISTANCE OF 19.49 FEET; THENCE SOUTH 06° 48' 34" WEST, A DISTANCE OF 73.90 FEET; THENCE SOUTH 18° 59' 08" EAST, A DISTANCE OF 4.04 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 285.00 FEET THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF SOUTH 53° 09' 31" EAST, 26.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50° 30' 07" EAST, A DISTANCE OF 9.87 FEET; THENCE NORTH 18° 59' 08" WEST, A DISTANCE OF 29.74 FEET; THENCE NORTH 06° 48' 34" EAST, A DISTANCE OF 87.31 FEET; THENCE SOUTH 88° 36' 36" WEST, A DISTANCE OF 11.98 FEET; THENCE SOUTH 63° 07' 45" WEST, A DISTANCE OF 33.07 FEET TO THE POINT OF BEGINNING.

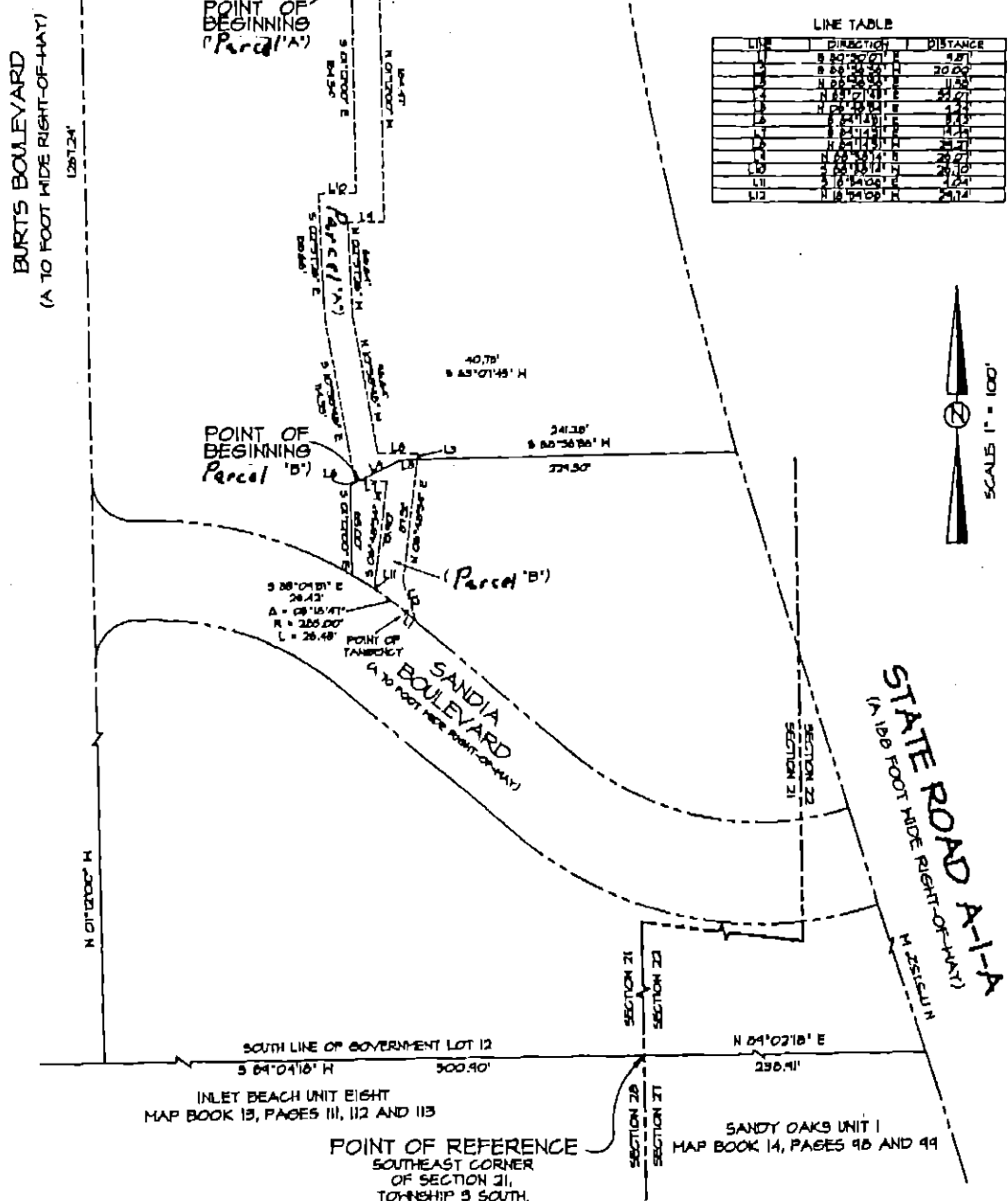
*Parcel B as described on Exhibit "A"*

LANDS THUS DESCRIBED CONTAIN 2,188 SQUARE FEET / 0.05 ACRES, MORE OR LESS.

**SOLANO ROAD**  
(A 60 FOOT WIDE RIGHT-OF-WAY)

**MAP SHOWING**  
A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP  
3 SOUTH, RANGE 24 EAST, ST. JOHNS COUNTY, FLORIDA.

FOR DEVELOPMENT SERVICES GROUP



THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.  
LEGAL DESCRIPTIONS FURNISHED ON SHEET 2 OF 2.

**SOUTHTECH SURVEYORS, INC.**

6501 ARLINGTON EXPRESSEWAY BUILDING "B" SUITE 210  
JACKSONVILLE, FLORIDA 32211 PHONE NO. (904) 720-0291

I HEREBY CERTIFY THAT THIS MAP  
PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 21HH-6, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 412.021, FLORIDA STATUTES).

SIGNED FEB. 16, 1993.

*Charles R. Bassett Jr.*

CHARLES R. BASSETT JR. REG. LAND SURVEYOR FLA. NO. 4591  
SOUTHTECH SURVEYORS, INC. L. S. NO. 3619

BEARING DATUM BASED ON THE SOUTH RIGHT-OF-WAY LINE OF SOLANO ROAD AS BEING N.80°36'36"E.  
FLOOD ZONE(S) N.A. AS BEST ASCERTAINED FROM THE FLOOD INSURANCE RATE MAP,  
COMMUNITY PANEL NUMBER N.A. DATED N.A.  
FIELD BOOK NO. N.A. PAGE(S) N.A. LEGAL SOLEAS ORDER NO. 1-42-10  
COMPUTER FILE N.A. ACAD FILE A9310 SCALE 1"=100' FILE NO. ST-327A

## "GRANTOR EASEMENT B"

## EXHIBIT B

A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THE SAME BEING THE NORTHEAST CORNER OF INLET BEACH UNIT EIGHT, AS RECORDED IN MAP BOOK 13, PAGES 111, 112, AND 113 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH  $89^{\circ} 04' 18''$  WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, THE SAME BEING THE NORTH LINE OF SAID INLET BEACH UNIT EIGHT, A DISTANCE OF 500.90 FEET; THENCE NORTH  $01^{\circ} 12' 00''$  WEST, PARALLEL WITH THE WESTERLY LINE OF SAID GOVERNMENT LOT 12, A DISTANCE OF 907.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $01^{\circ} 12' 00''$  WEST, A DISTANCE OF 360.23 FEET TO THE SOUTHERLY RIGHT OF WAY OF SOLANO ROAD (AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY); THENCE NORTH  $88^{\circ} 36' 36''$  EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID SOLANO ROAD, A DISTANCE OF 25.00 FEET; THENCE SOUTH  $01^{\circ} 12' 00''$  EAST, A DISTANCE OF 352.81 FEET; THENCE SOUTH  $74^{\circ} 21' 25''$  EAST, A DISTANCE OF 158.71 FEET; THENCE SOUTH  $20^{\circ} 02' 54''$  EAST, A DISTANCE 37.09 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF NORTH  $62^{\circ} 04' 07''$  WEST AND A CHORD DISTANCE OF 29.86 FEET; THENCE NORTH  $20^{\circ} 02' 54''$  WEST, A DISTANCE OF 4.64 FEET; THENCE NORTH  $74^{\circ} 21' 25''$  WEST, A DISTANCE OF 167.86 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF NORTH  $07^{\circ} 04' 55''$  WEST AND A CHORD DISTANCE OF 6.13 FEET TO THE POINT OF BEGINNING.

# ST. JOHNS COUNTY, FLORIDA

## Board of County Commissioners



PUBLIC WORKS DEPARTMENT  
Office of County Engineer

P.O. DRAWER 349  
SAINT AUGUSTINE, FLORIDA  
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### "GRANTEE EASEMENT"

#### Exhibit C

MARCH 19, 1993

A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID SECTION 21; THENCE NORTH  $89^{\circ} 02' 18''$  EAST, ALONG THE SOUTHERLY LINE OF SECTION 22, SAID TOWNSHIP AND RANGE, THE SAME BEING THE NORTHERLY LINE OF SANDY OAKS UNIT 1 AS RECORDED IN MAP BOOK 14, PAGES 98 AND 99 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 238.91 FEET FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A AS NOW ESTABLISHED AS A 188 FOOT RIGHT OF WAY; THENCE NORTH  $17^{\circ} 57' 52''$  WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 628.55 FEET TO A POINT, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SANDIA BOULEVARD (ALSO KNOWN AS LIBRARY BOULEVARD) AS NOW ESTABLISHED AS A 70 FOOT RIGHT OF WAY, A CHORD BEARING OF NORTH  $79^{\circ} 14' 00''$  WEST AND A CHORD DISTANCE OF 269.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $50^{\circ} 30' 07''$  WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 29.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $50^{\circ} 30' 07''$  WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 38.26 FEET; THENCE NORTH  $19^{\circ} 03' 32''$  WEST A DISTANCE OF 131.85 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED SANDIA BOULEVARD. SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A CHORD BEARING OF SOUTH  $53^{\circ} 09' 31''$  EAST AND A CHORD DISTANCE OF 26.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $50^{\circ} 30' 07''$  EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 9.87 FEET; THENCE SOUTH  $19^{\circ} 03' 26''$  EAST A DISTANCE OF 134.20 FEET TO THE POINT OF BEGINNING.

Together with the following described parcel:

## "GRANTEE EASEMENT"

## EXHIBIT C continued

A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE NORTH 89° 02' 18" EAST ALONG THE SOUTH LINE OF SECTION 22, OF SAID TOWNSHIP AND RANGE, THE SAME BEING THE NORTH LINE OF SANDY OAKS UNIT 1, AS RECORDED IN THE MAP BOOK 14, PAGES 98 AND 99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 238.91 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A ( AS NOW ESTABLISHED AS A 188 FOOT RIGHT OF WAY); THENCE NORTH 17° 57' 52" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 628.55 TO A POINT, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 280.79 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 79° 14' 00" WEST, AND A CHORD DISTANCE OF 269.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50° 30' 07" WEST A DISTANCE OF 29.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 18° 59' 08" EAST, A DISTANCE OF 20.15 FEET; THENCE SOUTH 61° 03' 47" EAST, A DISTANCE OF 113.96 FEET; THENCE SOUTH 28° 56' 13" WEST, A DISTANCE OF 72.00 FEET; THENCE NORTH 61° 03' 47" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 28° 56' 13" EAST, A DISTANCE OF 52.00 FEET; THENCE NORTH 61° 03' 47" WEST, A DISTANCE OF 101.65 FEET; THENCE NORTH 18° 59' 08" WEST, A DISTANCE OF 60.46 FEET; THENCE SOUTH 50° 30' 07" EAST, A DISTANCE OF 38.26 FEET TO THE POINT OF BEGINNING.

"BENEFITTED LAND"

EXHIBIT D

A part of Government Lot 12, Section 21, and a part of Government Lot 7, Section 22, all in Township 3 South, Range 29 East, St. Johns County, Florida, all being more particularly described as follows: For a point of reference, commence at the Southeast corner of said Section 21, thence North  $89^{\circ}02'18''$  East, along the South line of said Section 22, the same being the North line of Sandy Oaks Unit 1, as recorded in Map Book 14, pages 98 and 99 of the public records of St. Johns County, Florida, a distance of 238.91 feet to the Westerly right-of-way line of State Road A-1-A (as now established as a 188 foot right-of-way); thence North  $17^{\circ}57'52''$  West, along said Westerly right-of-way line, a distance of 698.55 feet to the Point of Beginning; said point being on a curve concave Northeastly having a radius of 210.79 feet; thence Northwestly along the arc of said curve subtended by a chord bearing of North  $79^{\circ}14'00''$  West and a chord distance of 202.66 feet to the Point of Tangency of said curve; thence North  $50^{\circ}30'07''$  West, a distance of 154.24 feet to the point of curve of a curve concave Southwestly having a radius of 285.00 feet; thence Northwestly along the arc of said curve subtended by a chord bearing of North  $55^{\circ}14'29''$  West and a chord distance of 47.10 feet to a point on said curve; thence North  $01^{\circ}12'00''$  West, parallel with the West line of aforementioned Government Lot 12, a distance of 63.00 feet; thence North  $63^{\circ}07'45''$  East, a distance of 40.73 feet; thence North  $88^{\circ}36'36''$  East parallel with the Southerly right-of-way line of Solano Road (as now established as a 60 foot right-of-way), a distance of 241.28 feet to the aforementioned Westerly right-of-way line of State Road A-1-A, said right-of-way line being a curve concave Northeastly having a radius of 2,952.93 feet; thence Southeastly along the arc of said curve and along said Westerly right-of-way line subtended by a chord bearing of South  $17^{\circ}27'11''$  East and a chord distance of 52.73 feet to the Point of Tangency of said curve; thence South  $17^{\circ}57'52''$  East, along said Westerly right-of-way line a distance of 210.00 feet to the Point of Beginning.

Together with

A part of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: For a point of reference, commence at the Southeast corner of said Section 21; thence North  $09^{\circ}02'18''$  East along the South line of Section 22 of said Township and Range, the same being the North line of Sandy Oaks Unit 1, as recorded in Map Book 14, pages 98 and 99 of the public records of St. Johns County, Florida, a distance of 238.91 feet to the Westerly right of way line of State Road A-1-A (as now established as a 188 foot right of way); thence North  $17^{\circ}51'52''$  West, along said Westerly right of way line

a distance of 698.55 feet to a point, said point being on a curve concave Northeasterly, having a radius of 210.79 feet; thence Northwesterly along the arc of said curve, a chord bearing of North  $79^{\circ}14'00''$  West and a chord distance of 202.66 feet to the point of tangency of said curve; thence North  $50^{\circ}30'01''$  West a distance of 154.24 feet to a point of curve of a curve concave Southwesterly having a radius of 285.00 feet; thence Northwesterly along the arc of said curve a chord bearing of North  $70^{\circ}51'04''$  West and a chord distance of 198.21 feet to the point of tangency of said curve; thence South  $88^{\circ}48'00''$  West a distance of 7.28 feet to a point of curve of a curve concave Northeasterly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve a chord bearing of North  $46^{\circ}12'00''$  West and a chord distance of 42.43 feet to the point of tangency of said curve; thence North  $01^{\circ}12'00''$  West a distance of 178.99 feet to the point of beginning; thence continue North  $01^{\circ}12'00''$  West, along last said line, a distance of 181.24 feet to the Southerly right of way of Solano Road (as now established as a 60 foot right of way); thence North  $88^{\circ}36'36''$  East, along said Southerly right of way line of Solano Road, a distance of 386.69 feet to the aforementioned Westerly right of way line of State Road A-1-A, said right of way line being a curve concave Northeasterly, having a radius of 2952.93 feet; thence Southeasterly along the arc of said curve and along said Westerly right of way line a chord bearing of South  $11^{\circ}44'56''$  East and a chord distance of 184.24 feet to a point on said curve; thence South  $88^{\circ}36'36''$  West, parallel with the Southerly right of way line of aforementioned Solano Road, a distance of 420.42 feet to the point of beginning.

Together with

A part of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: for a point of reference, commence at the Southeast corner of said Section 21; thence North  $89^{\circ}02'18''$  East, along the South line of Section 22, of said Township and Range, the same being the North line of Sandy Oaks Unit 1, as recorded in Map Book 14, pages 98 and 99 of the public records of St. Johns County, Florida, a distance of 238.91 feet to the Westerly right of way line of State Road A-1-A (as now established as a 188 foot right of way); thence North  $17^{\circ}51'52''$  West, along said Westerly right of way line, a distance of 908.55 feet to the point of curve of a curve concave Northeasterly having a radius of 2952.93 feet; thence Northwesterly along the arc of said curve and along said right of way line subtended by a chord bearing of North  $17^{\circ}27'11''$  West and a chord distance of 52.73 feet to a point on said curve and said right of way line and the point of beginning; thence South  $88^{\circ}36'36''$  West parallel with the Southerly right of way line of Solano Road (as now established as a 60 foot right of way), a distance of 241.28 feet; thence South  $63^{\circ}07'45''$  West, a distance of 40.73 feet; thence South  $01^{\circ}12'00''$  East parallel with the West line of aforementioned Government Lot 12, a distance of 63.00 feet to a

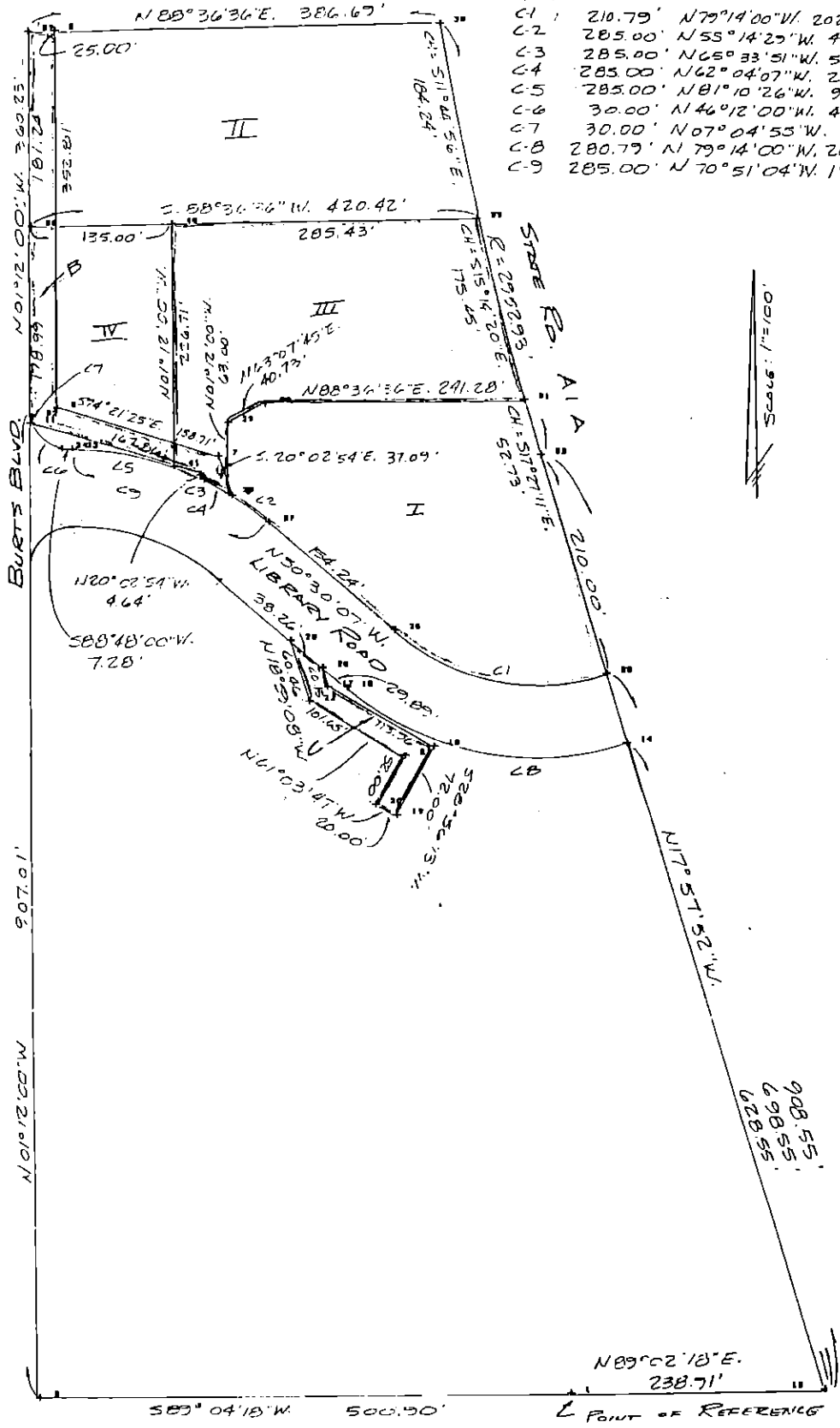
point on a curve concave Southwesterly having a radius of 285.00 feet; thence Northwesterly along the arc of said curve subtended by a chord bearing of North 65°33'51" West and a chord distance of 53.46 feet to a point on said curve; thence North 01°12'00" West, parallel with the West line of aforementioned Government Lot 12, a distance of 226.71 feet; thence North 88°36'36" East, parallel with the aforementioned Southerly right of way line of Solano Road, a distance of 285.43 feet to the aforementioned Westerly right of way line of State Road A-1-A, said right of way being a curve concave Northeasterly having a radius of 2952.93 feet; thence Southeasterly along the arc of said curve and said right of way line subtended by a chord bearing of South 15°14'20" East and a chord distance of 173.45 feet to the point of beginning.

Together with

A part of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: for a point of reference commence at the Southeast corner of said Section 21, the same being the Northeast corner of Inlet Beach Unit Eight, as recorded in Map Book 13, pages 111, 112 and 113 of the public records of said county; thence South 89°04'18" West, along the South line of said Section 21, the same being the North line of said Inlet Beach Unit Eight, a distance of 500.90 feet; thence North 01°12'00" West, parallel with the Westerly line of said Government Lot 12, a distance of 907.01 feet to the point of beginning; thence continue North 01°12'00" West, a distance of 178.99 feet; thence North 88°36'36" East, parallel with the Southerly right of way line of Solano Road (as now established as a 60 foot right of way), a distance of 135.00 feet; thence South 01°12'00" East, a distance of 226.71 feet to a point on a curve concave Southerly having a radius of 285.00 feet; thence Northwesterly along the arc of said curve subtended by a chord bearing of North 81°10'26" West and a chord distance of 99.24 feet to the point of tangency of said curve; thence South 88°48'00" West, a distance of 7.28 feet to a point of curve of a curve concave Northeasterly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve subtended by a chord bearing of North 46°12'00" West and a chord distance of 42.43 feet to the point of tangency of said curve and the point of beginning.

COORDINATE PLOT FILE NAME IS LIB A MESSAGE OR DATE CAN GO HERE  
 POINT 2 IS NORTH 9991.885 EAST 4499.166  
 NORTH IS UP THE PAGE, SCALE IS 1 INCH = 100.00 FEET.

CURVE NO.	RADIUS	CHORD
C-1	210.79'	N79°14'00"W 202.66'
C-2	285.00'	N55°14'25"W 47.10'
C-3	285.00'	N65°33'51"W 55.46'
C-4	285.00'	N62°04'07"W 29.88'
C-5	285.00'	N81°10'26"W 99.24'
C-6	30.00'	N46°12'00"W 42.43'
C-7	30.00'	N07°04'55"W 6.13'
C-8	280.79'	N79°14'00"W 269.96'
C-9	285.00'	N70°51'04"W 198.21'



Sketch of Exhibits B, C and D.