

RESOLUTION NO. 99- 100

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING AN EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES, BETWEEN VCP-COQUINA CROSSING, LTD. AND ST. JOHNS COUNTY.

RECITALS

WHEREAS, VCP- Coquina Crossing, Ltd., the developers of Coquina Crossing project have agreed to convey to the County four (4) acres of their property located on SR 207 as more particularly described and shown on Exhibit "A", attached hereto, incorporated by reference and made a part hereof; and

WHEREAS, in exchange for said land, VCP-Coquina Crossing, Ltd., has requested a 3/4 acre easement parcel from St. Johns County as described in the Lake Easement Agreement attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the four (4) acre parcel offered to St. Johns County is contiguous to other County property and is wetlands and would be deed restricted for the purpose of preserving the property as wetlands for conservation and drainage purposes; and

WHEREAS, the 3/4 acre easement parcel would become part of a larger retention pond required for the third phase of development of Coquina Crossing; and

WHEREAS, said exchange parcel is not needed for County purposes and this exchange of property would be in the best interest of the public and has been advertised in accordance with the requirements of Section 125.37, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED, by the St. Johns County Board of County Commissioners, as follows:

1. We incorporate the above Recitals as findings of fact.
2. The Warranty Deed conveying to St. Johns County the land as described in Exhibit "A", is hereby accepted and the Clerk is instructed to record the Deed in the Public Records of St. Johns County, Florida.
3. The Lake Easement Agreement conveying the easement rights for pond construction over the Easement parcel is hereby approved for execution in a form substantially as that attached and the Clerk is instructed to record subsequent to the above Warranty Deed in the Public Records of St. Johns County, Florida after its execution by the County Administrator.

PASSED AND ADOPTED, this 22 day of June, 1999.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeStande
Deputy Clerk

Exhibit "A" to Resolution

THIS DOCUMENT PREPARED
BY AND RETURN TO:
GARY B. DAVENPORT, ESQUIRE
PAPPAS METCALF JENKE MILLER
& REINSCH, P.A.
200 WEST FORSYTH STREET
SUITE 1400
JACKSONVILLE, FL 32202-4327

WARRANTY DEED

THIS DEED made this _____ day of _____, 1999, by VCP-COQUINA CROSSING, LTD., a Florida limited partnership, ("Grantor"), to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, ("Grantee"), whose address is 4020 Lewis Speedway, St. Augustine, FL 32095.

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns, the following described land, in St. Johns County, Florida, (the "Property"):

See Attached Exhibit "A"

Subject to covenants, easements and restrictions of record, and ad valorem real estate taxes for the year 1999 and subsequent years.

THIS DEED IS ALSO SUBJECT TO THE FOLLOWING RESTRICTIONS, for the purpose of preserving the Property as wetlands for conservation purposes.

- A. No use of the Property shall be permitted which would be inconsistent with use of the Property for a conservation easement as described in Section 704.06 Florida Statutes. Specifically, use of the Property shall be subject to those limitations listed in Section 704.06(1)(a) through (h) Florida Statutes.
- B. There shall be no timber harvest, land clearing or construction permitted on the Property,

- C. There shall be no public access permitted on the Property. Access shall be limited only to those persons required to monitor, maintain or perform mitigation work on the Property, which is consistent with the Restrictions of this Deed.

RESERVING TO GRANTOR, for the benefit of Grantor and its successors and assigns forever as owner of Coquina Crossing Manufactured Home Community as described on the attached Exhibit B (the "Benefitted Property").

- A. A drainage easement over the Property for the benefit of the Benefitted Property.
- B. All rights to any density credit for the Property under St. Johns County PUD Ordinance 93-47, as amended.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining forever; and Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal by and through its authorized representative the date first above written.

GRANTOR

Signed sealed and delivered in the presence of:

Print: _____

Print: _____

VCP-COQUINA CROSSING, LTD., a Florida limited partnership

By: VCP-COQUINA CROSSING, INC., a Florida corporation, its general partner

By: _____
Mark T. Farrell
Its Vice President

STATE OF FLORIDA }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by **MARK T. FARRELL**, Vice President of VCP-Coquina Crossing, Inc., a Florida corporation, general partner of VCP-COQUINA CROSSING, LTD., a Florida limited partnership on behalf of the partnership.

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally known _____ or
Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



MAP SHOWING A SKETCH OF:

LYING IN A PART OF THE SOUTHWEST 1/4 OF SECTION 9,
TOWNSHIP 8 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

EXHIBIT A to Warranty Deed

LYING IN A PART OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 9, PROCEED SOUTH 88°17'23" WEST, ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 314.83 FEET TO THE SOUTHEAST CORNER OF SUBJECT PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°17'23" WEST, ALONG THE SAID SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 166.75 FEET TO A CORNER; THENCE NORTH 01°07'01" WEST, A DISTANCE OF 935.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207 (AN EXISTING 100' RIGHT OF WAY); THENCE NORTH 35°50'00" EAST, ALONG THE SAID SOUTHEASTERLY RIGHT OF WAY LINE THEREOF, A DISTANCE OF 277.38 FEET, TO THE NORTHEASTERLY CORNER OF SUBJECT PARCEL; THENCE SOUTH 01°07'01" EAST, A DISTANCE OF 1154.94 FEET, TO THE POINT OF BEGINNING.

SUBJECT PARCEL THUS DESCRIBED CONTAINS 4.000 ACRES, MORE OR LESS.

ATLANTIC ~ GULF SURVEYING CO.
LAND & ENGINEERING SURVEYS
6455 POWERS AVENUE
JACKSONVILLE, FLORIDA 32217
904-731-8341

Brian R. Marie
BRIAN R. MARIE, P.S.M., FL. REG. #4852

NOTE: LEGAL DESCRIPTION OF PARCEL IS BASED UPON AN ASSUMED BEARING, AS DESCRIBED IN EXHIBIT "A", ORV 107B, PAGE 1517, ST. JOHNS COUNTY, FLORIDA

JOB NO. 98 S 598C
DATE OF SURVEY N/A
FIELD BOOK N/A

DATE 3/28/98
DRAFTER B.R.M.
SCALE 1" = 250'



MAP SHOWING A SKETCH OF:

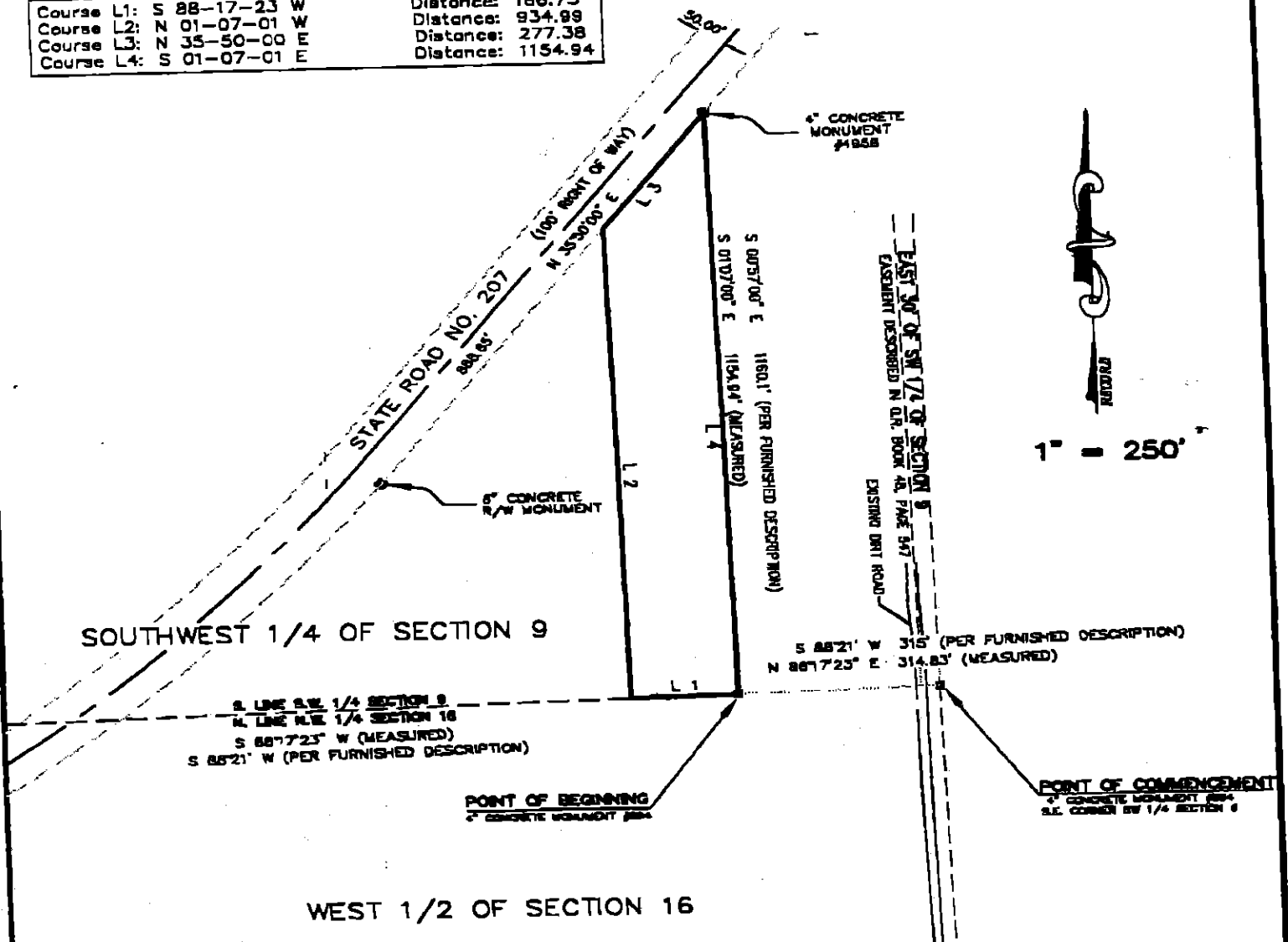
LYING IN A PART OF THE SOUTHWEST 1/4 OF SECTION 9,
TOWNSHIP 8 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA

SHEET 2 OF 2

SEE SHEET 1 FOR LEGAL DESCRIPTION

EXHIBIT A
(Continued)

Course (L)	BEARING	DISTANCE
Course L1:	S 88-17-23 W	Distance: 166.75
Course L2:	N 01-07-01 W	Distance: 934.89
Course L3:	N 35-50-00 E	Distance: 277.38
Course L4:	S 01-07-01 E	Distance: 1154.94



LEGEND

- WOOD POWER POLE
- GUY ANCHOR
- WELL
- OVERHEAD UTILITY LINES
- WETLAND JURISDICTION LINES

THIS IS A SKETCH ONLY
AND DOES NOT PURPORT
TO BE A SURVEY

EXHIBIT B to Warranty Deed

LEGAL DESCRIPTION

That part of the southwest 1/4 of Section 9 and that part of the west 1/2 of Section 16, Township 8 South, Range 29 East, St. Johns County, Florida, described as follows:

Commencing at the intersection of the west line of said west 1/2 of Section 16 and the southerly right-of-way line of State Road 207 (100 foot right-of-way); thence North 61 degrees 59 minutes 00 seconds East, assumed bearing along said southerly right-of-way line, 856.56 feet to the point of curvature of a curve concave to the northwest having a radius of 2914.93 feet; thence northeasterly 174.86 feet along said southerly right-of-way line and along said curve, through a central angle of 3 degrees 26 minutes 14 seconds, and a chord bearing North 60 degrees 15 minutes 53 seconds East a chord distance of 174.84 feet to the Point of Beginning of the parcel of land to be described; thence, continue northeasterly 1155.52 feet along said curve, through a central angle of 22 degrees 42 minutes 46 seconds, and a chord bearing North 47 degrees 11 minutes 23 seconds East a chord distance of 1147.96 feet to the point of tangency; thence North 35 degrees 50 minutes 00 seconds East, along said southerly right-of-way line of State Road 207, a distance of 888.85 feet; thence South 01 degree 07 minutes 00 seconds East 1154.94 feet to a point on the south line of said southwest 1/4 of Section 9; thence North 88 degrees 17 minutes 23 seconds East, along said south line, 314.83 feet to the southeast corner of said southwest 1/4, said corner also being the northeast corner of said west 1/2 of Section 16; thence South 01 degree 20 minutes 27 seconds East, along the east line of said west 1/2 of Section 16, a distance of 5269.71 feet to the south line of said west 1/2 of Section 16; thence South 88 degrees 57 minutes 53 seconds West along said south line 1696.56 feet; thence North 01 degree 28 minutes 07 seconds West 4945.13 feet to the Point of Beginning. Together with an easement over the east 30 feet of said southwest 1/4 of Section 9 lying south of State Road 207.

Exhibit "B" to Resolution

THIS DOCUMENT PREPARED
BY AND RETURN TO:

GARY B. DAVENPORT, ESQUIRE
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.
200 WEST FORSYTH STREET, SUITE 1400
JACKSONVILLE, FL 32202-4327

LAKE EASEMENT AGREEMENT

This LAKE EASEMENT AGREEMENT ("Easement Agreement") is made this _____ day of _____, 1999, between ST. JOHNS COUNTY FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("Grantor"), and VCP-COQUINA CROSSING, LTD., a Florida limited partnership, whose address is 3030 Hartley Road, Suite 100, Jacksonville, Florida 32257 ("Grantee").

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a parcel of land more particularly described in Exhibit "A" attached hereto (the "Easement Property").

B. Grantee is the owner of certain real property adjacent to and abutting portions of the Easement Property and which real property is known as The Coquina Crossing Manufactured Home Communities, as described on the attached Exhibit "B", referred to herein as the "Benefitted Property".

C. The Grantee requires this Easement to construct a lake for the Benefitted Property. The Grantor wishes to grant and the Grantee wishes to receive an easement over, under, across and through the Easement Property on the terms provided herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the following grants and agreements are made by the Grantor and the Grantee:

1. **Grant of Easement.** The Grantor hereby grants to the Grantee, its successors and assigns, as an easement appurtenant to the Benefitted Property, a perpetual exclusive easement over, under, across and through the Easement Property for the use, maintenance and operation by the Grantee of a stormwater retention lake, drainage easement and related surface and subsurface improvements as described below.

2. Use and Limitations on Use of Easement Property. Exclusive use of the Easement Property is hereby granted to Grantee. However, the Grantee may not use the Easement Property for any purpose other than as set forth in this Agreement.

3. Construction of Lake Improvements on Easement Property. Grantee shall submit to St. Johns County Development Services Department for approval, construction plans for construction of the lake as an amendment to the existing construction plans on the Benefitted Property, pursuant to St. Johns County Ordinance 96-40. Grantee shall install, construct and thereafter may modify or alter the Lake in accordance with approved construction plans as is reasonably necessary to enable the Grantee to enjoy and use the Easement Property for the purposes set forth herein.

The Grantee shall be responsible, at its sole cost and expense, to obtain and comply with any and all permits, including, but not limited to, the required permits from the St. Johns River Water Management District (the "District"), licenses or other governmental requirements and approvals needed for the use of the Easement Property and/or the installation, construction or modifications by the Grantee of the Lake (collectively, the "Permits").

4. Maintenance Responsibility. Grantee shall maintain and operate the Lake located upon the Easement Property.

5. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto as the owners of the Easement Property, and the Benefitted Property.

6. Entire Agreement, Amendment. The parties hereto agree that the entire agreement between the parties with respect to the Easement Property is set forth in this instrument and the Agreement. This Easement Agreement may be amended only by an instrument in writing and signed by the persons who are the then owners of the Easement Property, and Grantor or their successors and assigns.

7. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

8. Indemnification and Hold Harmless. Grantee, by acceptance of this Easement Agreement, hereby agrees to indemnify, defend and hold harmless Grantor from any loss, damage, claim, cost or expense incurred by Grantor, arising out of the exercise by the Grantee, or its successors, assigns, invitees or designees of the easement rights herein granted, excluding the negligence of Grantor.

9. Interpretation. This Easement Agreement will be interpreted, construed, applied and enforced according to the laws of the State of Florida. If all or any portion of the provisions of this Easement Agreement shall be declared invalid by laws applicable thereto, such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions of this Easement Agreement. All captions and headings appearing are for convenience only and shall not be considered in construing or giving effect to the provisions hereof. Any date that falls on a Saturday, Sunday or legal holiday shall automatically be extended to the next business day.

10. Time of the Essence. The Grantor and Grantee expressly acknowledge and agree that time is of the essence with respect to the performance of all obligations under this Easement Agreement and with respect to any other requirements, rights, privileges, benefits, obligations or any other matters arising under this Easement Agreement.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals the day and year first above written.

"GRANTOR"

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

ST. JOHNS COUNTY, BOARD OF
COUNTY COMMISSIONERS

Attest:

Clerk of Circuit Court

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

"GRANTEE"

VCP-COQUINA CROSSING, LTD., a
Florida limited partnership

By: VCP-COQUINA CROSSING, INC.,
a Florida corporation, its
general partner

By: _____
Print Name: _____
Its: _____ President

(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this ____
day of _____, 1999, by _____ as _____
of VCP-COQUINA CROSSING, INC., a Florida corporation, the general
partner of VCP-COQUINA CROSSING, LTD., a Florida limited
partnership on behalf of the partnership.

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

Personally Known _____
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

EXHIBIT A to Lake Easement Agreement

That parcel or tract of land lying in and being a part of the South $\frac{1}{2}$ of section 16, Township 8 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the South line of said section 16 and the East line of the West $\frac{1}{2}$ of said section 16; thence proceed North $01^{\circ}20'27''$ West, along the aforementioned East line of the West $\frac{1}{2}$ of said section 16, a distance of 78.08 feet to the point of beginning; thence continue North $01^{\circ}20'27''$ West, still along the East line of the West $\frac{1}{2}$ of said section 16, a distance of 710.26 feet; thence departing aforementioned line, South $36^{\circ}54'37''$ East, a distance of 64.18 feet; thence South $25^{\circ}52'14''$ East, a distance of 70.54 feet; thence South $17^{\circ}47'44''$ East, a distance of 64.66 feet; thence South $10^{\circ}08'15''$ East, a distance of 94.08 feet; thence South $00^{\circ}45'11''$ East, a distance of 58.16 feet; thence South $00^{\circ}59'25''$ West, a distance of 105.63 feet; thence South $11^{\circ}18'35''$ West, a distance of 38.29 feet; thence South $18^{\circ}23'42''$ West, a distance of 34.37 feet; thence South $22^{\circ}12'41''$ West, a distance of 78.96 feet; thence South $16^{\circ}31'04''$ West, a distance of 139.85 feet to a point of intersection with the aforementioned East line of the West $\frac{1}{2}$ of section 16, said point also being the point of beginning.

Containing 0.7987 acres, more or less.

EXHIBIT B

to Lake Easement Agreement

LEGAL DESCRIPTION

That part of the southwest 1/4 of Section 9 and that part of the west 1/2 of Section 16, Township 8 South, Range 29 East, St. Johns County, Florida, described as follows:

Commencing at the intersection of the west line of said west 1/2 of Section 16 and the southerly right-of-way line of State Road 207 (100 foot right-of-way); thence North 61 degrees 59 minutes 00 seconds East, assumed bearing along said southerly right-of-way line, 856.56 feet to the point of curvature of a curve concave to the northwest having a radius of 2914.93 feet; thence northeasterly 174.86 feet, along said southerly right-of-way line and along said curve, through a central angle of 3 degrees 26 minutes 14 seconds, and a chord bearing North 60 degrees 15 minutes 53 seconds East a chord distance of 174.84 feet to the Point of Beginning of the parcel of land to be described; thence, continue northeasterly 1155.52 feet along said curve, through a central angle of 22 degrees 42 minutes 46 seconds, and a chord bearing North 47 degrees 11 minutes 23 seconds East a chord distance of 1147.96 feet to the point of tangency; thence North 35 degrees 50 minutes 00 seconds East, along said southerly right-of-way line of State Road 207, a distance of 888.85 feet; thence South 01 degree 07 minutes 00 seconds East 1154.94 feet to a point on the south line of said southwest 1/4 of Section 9; thence North 88 degrees 17 minutes 23 seconds East, along said south line, 314.83 feet to the southeast corner of said southwest 1/4, said corner also being the northeast corner of said west 1/2 of Section 16; thence South 01 degree 20 minutes 27 seconds East, along the east line of said west 1/2 of Section 16, a distance of 5269.71 feet to the south line of said west 1/2 of Section 16; thence South 88 degrees 57 minutes 53 seconds West along said south line 1696.56 feet; thence North 01 degree 28 minutes 07 seconds West 4945.13 feet to the Point of Beginning. Together with an easement over the east 30 feet of said southwest 1/4 of Section 9 lying south of State Road 207.

THE ST. AUGUSTINE RECORD

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **Linda Y. Murray**
who on oath says that she is Accounting Clerk of the St. Augustine Record,
a daily newspaper published at St. Augustine in St. Johns County, Florida:
that the attached copy of advertisement, being a Notice of Proposed Exchange
of County Property-
in the matter of VCP- Coquina Crossing
in the Court, was published in said newspaper in the issues of
June 9 & 16, 1999

Affiant further says that the St. Augustine Record is a newspaper published
at St. Augustine, in said St. Johns County, Florida, and that the said newspaper
heretofore been continuously published in said St. Johns County, Florida, each
day and has been entered as second class mail matter at the post office in the
City of St. Augustine, in said St. Johns County, for a period of one year preceding
the first publication of the copy of advertisement; and affiant further says that
she has neither paid nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing the advertisement for
publication in the said newspaper.

Sworn to and subscribed before me this 16th day of JUNE , 1999,

by Linda Y. Murray who is personally known to me
or who has produced PERSONALLY KNOWN as identification.

Zoe Ann Moss
(Signature of Notary Public)



Zoe Ann Moss
MY COMMISSION # CC641814 EXPIRES
August 22, 2001
BONDED THRU TROY (Seal) FINANCE, INC.

Zoe Ann Moss

NOTICE OF PROPOSED EXCHANGE OF COUNTY PROPERTY
On Tuesday, June 22, 1999, the Board of County Commissioners of St. Johns County, Florida, in the St. Johns County Auditorium, County Administration Building, #4020 Lewis Speedway (County Road 18-A and U.S. 91 North) St. Augustine, Florida, will consider and may take action on a Resolution approving an exchange of real property between St. Johns County (owner of property as described in Exhibit A, of the Lake Esplanade) and VCP-Coquina Crossing, Ltd. (owner of property as described in Exhibit A, of the Wansley Dunes). This exchange of property includes a 4 acre parcel of wetlands to be conveyed to the County and 3/4 acre easement parcel to VCP-Coquina Crossing, required for a larger retention pond for the third phase of Coquina Crossing.
The proposed legal descriptions and maps of the real property to be exchanged are shown in the Exhibits of the Resolution which is available for inspection by the public in the Office of the Clerk of Courts, Ex-Officio Clerk to the Board of County Commissioners located in the St. Johns County Administration Building #4020 Lewis Speedway, St. Augustine, Florida.
NOTICE OF PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact, ADA Coordinator, at 904-823-2501 or at the County Administration Building, #4020 Lewis Speedway, St. Augustine, Florida 32095. For hearing impaired individuals: Florida Relay Service: 1-800-955-8770 no later than 5 days prior to the date of the meeting.
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND,
ITS CLERK
By: Yvonne King,
Deputy Clerk
L001A June 9, 16, 1999