



RESOLUTION NO. 2002- 64

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, IN CONNECTION WITH THE COBBLESTONE VILLAGE SHOPPING CENTER.

RECITALS

WHEREAS, Cobblestone Village at St. Augustine, LLC, a Florida limited liability company, (hereinafter "Cobblestone"), is in the process of purchasing a certain parcel of land, more particularly described on attached Exhibit "A", incorporated by reference and made a part hereof, on which Cobblestone proposes to construct a commercial shopping center; and

WHEREAS, St. Johns County (hereinafter the "County") is the owner of a parcel of land used as a retention pond for storm water drainage of SR No. 312 and Old Moultrie Road located adjacent to Cobblestone's parcel, being more particularly described in Exhibit "B", attached hereto and made a part hereof; and

WHEREAS, Cobblestone requests to incorporate the County's parcel into their shopping center development by virtue of a conveyance of the parcel from the County to Cobblestone, as more particularly described in County Deed attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, in consideration for the County's parcel, Cobblestone desires to grant to the County certain rights and easements for the discharge and drainage of storm water from Old Moultrie Road onto and across portions of the Shopping Center into a storm water retention pond to be maintained by Cobblestone and its successors, as more particularly described in Grant of Easement and covenants attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, approval of this exchange will ultimately be beneficial to the County by allowing for drainage for future improvements to Old Moultrie Road, as set forth in the Rezoning file of proposed shopping center and passage of this Resolution will deem the County's parcel not needed for County purposes; and

WHEREAS, said proposed exchange has been advertised in accordance with Section 125.37, Florida Statutes; and

WHEREAS, this proposed exchange is contingent upon Cobblestone properly completing fee simple purchase of the property described in the attached Exhibit "A" and contingent upon rezoning of the same property to Planned Unit Development (PUD) by St. Johns County, with no appeal filed, with both contingencies having been met within 60 days of the date this Resolution is passed and adopted.

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

1. We incorporate the above Recitals as Findings of Fact.
2. Contingent upon Cobblestone properly completing fee simple purchase of the properties described in the attached Exhibit "A" and contingent upon rezoning of the same property to Planned Unit Development (PUD) by St. Johns County, with no appeal filed, with both contingencies having been met within 60 days of the date this Resolution is passed and adopted:
 - a. The County Deed in substantially the form attached hereto as Exhibit "C" is hereby approved and the Chairman of the Board is hereby authorized to execute said deed and the Clerk is instructed to record the original deed in the Public Records of St. Johns County, Florida.
 - b. The Grant of Easement in substantially the form attached hereto as Exhibit "D" is hereby approved and the clerk is instructed to record the original easement in the Public records of St. Johns County, Florida.

PASSED AND ADOPTED, this 9th day of April, 2002.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

RENDITION DATE 04-18-02



EXHIBIT "A" to Resolution
Legal Description of the Shopping Center

A portion of Section 25, Township 7 South, Range 29 East, and Section 30, Township 7 South, Range 30 East, St. Johns County, Florida, and being more particularly described as follows: Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 25; thence South $89^{\circ} 39' 22''$ West along the northerly line of said Southeast $\frac{1}{4}$ of said Section 25; thence South $89^{\circ} 39' 22''$ West along the northerly line of said Southeast $\frac{1}{4}$, 1877.10 feet to the easterly right-of-way line of Florida East Coast Railway (a 200 foot right-of-way as now established); thence South $02^{\circ} 58' 28''$ East along said easterly right-of-way line 200.11 feet to the Point of Beginning; thence continue South $02^{\circ} 58' 28''$ East along said easterly right-of-way line 1261.88 feet; thence North $89^{\circ} 39' 10''$ East 300.07 feet; thence North $02^{\circ} 53' 33''$ West 102.63 feet; thence North $89^{\circ} 17' 02''$ East 959.52 feet; thence North $00^{\circ} 13' 02''$ West 533.53 feet; thence South $89^{\circ} 50' 29''$ East 550.85 feet; thence South $89^{\circ} 32' 41''$ East 51.20 feet to the easterly line of said Section 30; thence South $00^{\circ} 44' 06''$ East along said easterly line 89.47 feet; thence South $80^{\circ} 34' 03''$ East 73.63 feet to the westerly right-of-way line of Old Moultrie Road (a 66 foot right-of-way as now established); thence North $09^{\circ} 31' 05''$ East along said westerly right-of-way line 149.84 feet; thence North $80^{\circ} 34' 55''$ West 100.94 feet to the aforesaid easterly line of Section 30; thence North $00^{\circ} 13' 43''$ West along said easterly line 471.07 feet to the southerly right-of-way line of State Road No. 312 (a variable width right-of-way as now established); thence run westerly along said southerly right-of-way line the following seven (7) courses and distance: Course No. (1) North $71^{\circ} 24' 53''$ West 215.18 feet to the point of curvature of a curve to the left; Course No. (2) thence along and around the arc of a curve concave southwesterly and having a radius of 1849.86 feet, a chord bearing and distance of North $80^{\circ} 52' 44''$ West 608.36 feet to the point of tangency of said curve; Course No. (3) South $89^{\circ} 39' 22''$ West 163.69 feet; Course No. (4) South $85^{\circ} 50' 31''$ West 150.33 feet; Course No. (5) South $89^{\circ} 39' 22''$ West 100.00 feet; Course No. (6) South $82^{\circ} 31' 47''$ West 401.58 feet; Course No. (7) South $85^{\circ} 50' 04''$ West 301.33 feet to the Point of Beginning.

Lands thus described contain 45.33 acres more or less.

EXHIBIT "B" to Resolution
Legal Description of the County Tract

A part of the Southeast $\frac{1}{4}$ of Section 25, Township 7 South, Range 29 East, together with a part of Section 30, Township 7 South, Range 30 East, St. Johns County, Florida. Being a part of those lands described in Official Records Book 388, Page 195 of the Public Records of said County, and more particularly described as follows:

Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 25; thence South $80^{\circ} 21' 43''$ East along the South line of those lands described in Official Records Book 99, Page 349, a distance of 48.34 feet to the East line of said Section 30; thence South $00^{\circ} 26' 35''$ East along said East line, a distance of 452.35 feet to the Point of Beginning; thence South $89^{\circ} 33' 25''$ West, a distance of 100.00 feet; thence South $00^{\circ} 26' 35''$ East, a distance of 300.00 feet; thence North $89^{\circ} 03' 25''$ East, a distance of 100.00 feet; thence North $00^{\circ} 26' 35''$ West along the aforementioned East line of Section 30, a distance of 300.00 feet to the Point of Beginning and Point of Terminus.

Exhibit "C" to Resolution

This Instrument Prepared By:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, this _____ day of _____, 2002, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter "Grantor", to **COBBLESTONE VILLAGE AT ST. AUGUSTINE, LLC**, a Florida limited liability company, whose address is 6148 Lee Highway, Chattanooga, Tennessee 37421-6511, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

WITNESSETH;

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF (THE "PROPERTY")

Parcel Account Number 098490-0060

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

THIS COUNTY DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises which may fall within any public street, way or alley;

- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.

RESERVING UNTO THE GRANTOR, its successors and/or assigns an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals and metals that are may be in, on, or under the said land and an undivided one-half interest in all petroleum that is or may be in, or on, or under said land with the privilege to mine and develop the same.

RESERVING UNTO THE GRANTOR, an easement to continue to access, maintain and use the drainage pond on said land until adequate replacement drainage is provided to the Grantor by the Grantee.

IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

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

BY: _____,
_____, Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____, Chairman of the Board of County Commissioners of St. Johns County, Florida, on behalf of the Board, who is personally known to me.

Notary Public State of Florida
My Commission Expires: _____

Exhibit "A" to County Deed

A part of the Southeast $\frac{1}{4}$ of Section 25, Township 7 South, Range 29 East, together with a part of Section 30, Township 7 South, Range 30 East, St. Johns County, Florida. Being a part of those lands described in Official Records Book 388, Page 195 of the Public Records of said County, and more particularly described as follows:

Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 25; thence South $80^{\circ} 21' 43''$ East along the South line of those lands described in Official Records Book 99, Page 349, a distance of 48.34 feet to the East line of said Section 30; thence South $00^{\circ} 26' 35''$ East along said East line, a distance of 452.35 feet to the Point of Beginning; thence South $89^{\circ} 33' 25''$ West, a distance of 100.00 feet; thence South $00^{\circ} 26' 35''$ East, a distance of 300.00 feet; thence North $89^{\circ} 03' 25''$ East, a distance of 100.00 feet; thence North $00^{\circ} 26' 35''$ West along the aforementioned East line of Section 30, a distance of 300.00 feet to the Point of Beginning and Point of Terminus.

Exhibit "D" to Resolution

Prepared by:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

GRANT OF EASEMENT AND COVENANTS

THIS GRANT OF EASEMENT and covenants running with the land, made this _____ day of _____, 2002, between **COBBLESTONE VILLAGE AT ST. AUGUSTINE, LLC**, a Florida limited liability company, whose address is 6148 Lee Highway, Chattanooga, Tennessee 37421-6511, hereinafter called Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called the Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and non-exclusive perpetual easement with the right, privilege, and authority to said Grantee, its successors and assigns, the right to construct, lay, use, maintain, improve, and/or repair either above or below the surface of the ground storm water pond and drainage facilities, on, along, over, through, across, or under the following described land situate in St. Johns County, Florida subject to the parameters described in the obligations of the Grantor set forth below to wit:

Property attached hereto as Exhibit "A", incorporated by reference and made a part hereof.

TOGETHER with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements upon, over, under, or in said lands, together also with the right and easement, privileges, and appurtenances in and to said land which may be required for the enjoyment of rights herein granted.

As further consideration for Grantees consideration, Grantor hereby agrees to:

1. Cooperate with the Grantee in obtaining all necessary approvals and permits from the appropriate governmental agencies in connection with the Grantee's use of the drainage facilities.
2. Be responsible for the maintenance of said drainage facilities and keep it in good condition and repair, and in compliance with all applicable laws, rules, regulations and ordinances.

3. Provide St. Johns County a storm water retention pond with at least 44,000 cubic feet of treatment volume on the subject site. This volume is to be exclusive to St. Johns County and is intended to accommodate 2.5" of runoff from the impervious area of a built out road section of Old Moultrie Road. This conceptual built-out road section consists of 130' right-of-way with one-half mile of 5 -12' wide curb and guttered travel lanes, 2- 5' wide bike lanes and 2 - 5' sidewalks. The 44,000 cubic feet of treatment volume shall not be reduced or replaced by any other property owner who contributes runoff to the stormwater pond.
4. Construct and maintain said storm water pond in a condition that it will lawfully attenuate the stormwater runoff from all contributing drainage basins for the 25/year24/hour and the 5 year/24 hour design storm events so that the post-developed discharge rate is no greater than the pre-developed discharge rate. The contributing drainage basin from Old Moultrie Road shall consist of a conceptual built-out road section consisting of 130' right-of-way with one-half mile 5 - 12' wide curb and guttered travel lanes, 2 - 5' wide bike lanes and 2 - 5' wide sidewalks. The resultant hydraulic gradient shall comply with the St. Johns County Land Development Code.
5. Construct and maintain said stormwater pond in a condition that does not violate any existing or proposed local, state or federal permits and includes a conceptual contributing drainage basin for Old Moultrie Road consisting of 130' right-of-way with one-half mile of 5 -12' wide curb and guttered travel lanes, 2 - 5' wide bike lanes and 2 - 5' wide sidewalks.

This Easement covenant and the obligations and rights set forth above are running with the land and shall be binding upon, and inure to the benefit and burden of the successor and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:
COBBLESTONE VILLAGE
AT ST. AUGUSTINE, LLC
By CBL & Associates Limited Partnership, its sole member
By CBL Holdings I, Inc., its general partner

Print Name _____

By: _____
Title: _____

Print Name _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____, who is personally known to me and who as the _____ of CBL Holdings I, Inc., a Delaware corporation, the General Partner of CBL & Associates Properties, Inc., a Delaware corporation, the sole member of Cobblestone Village at St. Augustine, LLC, a Florida limited liability company, is authorized to act on behalf of the corporation.

Notary Public
My Commission expires:



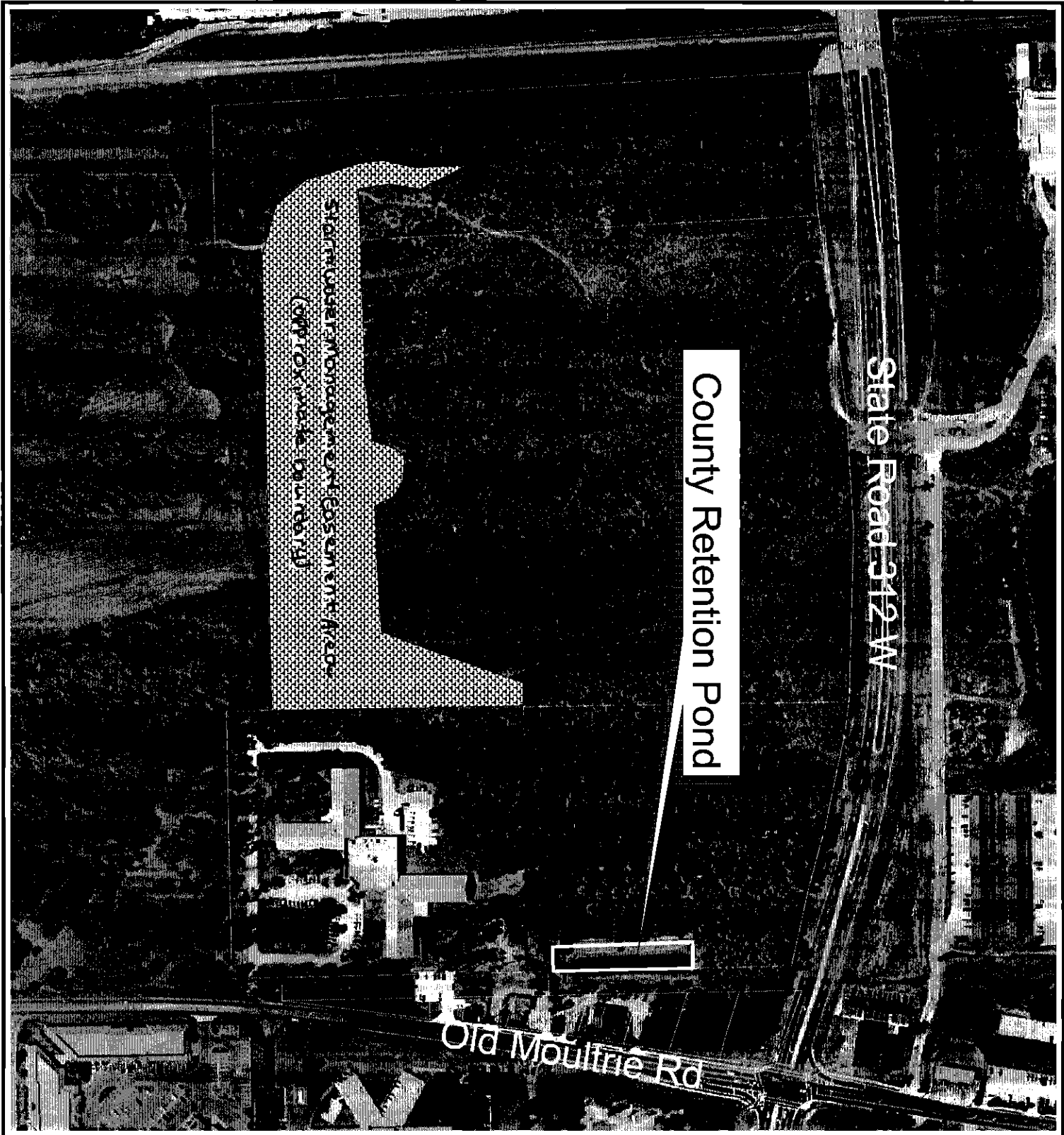
EXHIBIT "A" TO GRANT OF EASEMENT

**STORMWATER MANAGEMENT AREA
LEGAL DESCRIPTION**

A portion of Section 25, Township 7 South, Range 29 East, together with a portion of Section 30 and Section 41, Township 7 South, Range 30 East St. Johns County, Florida and being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 25; Thence South 89 degrees-39 minutes-22 seconds West along the Northerly line of said Southeast 1/4 1877.10 feet to the easterly Right-of-Way line of Florida East Coast Railway (A 200 foot Right-of-Way as now established), Thence South 02 degrees-58 minutes-28 seconds East along said Easterly Right-of-Way line 200.11 feet to an intersection with the Southerly Right-of-Way line of State Route No. 312 (a variable width Right-of-Way as now established), Thence continue South 02 degrees-58 minutes-28 seconds East along said Easterly Right-of-Way line 1261.88 feet; Thence North 89 degrees-39 minutes-10 seconds East 300.07 feet; Thence North 02 degrees-53 minutes-33 seconds West 102.63 feet to the point of beginning; Thence North 66 degrees-09 minutes-59 seconds West 10.23 feet; Thence North 23 degrees-50 minutes-01 seconds East 18.94 feet; Thence North 78 degrees-15 minutes-43 seconds East 115.07 feet; Thence South 77 degrees-09 minutes-06 seconds East 190.20 feet; Thence South 89 degrees-28 minutes-18 seconds East 194.42 feet; Thence North 79 degrees-53 minutes-44 seconds East 212.03 to a point in the Westerly Right-of-Way line of Old Moultrie Road (a 66 foot Right-of-Way as now established); Thence North 09 degrees-31 minutes-05 seconds East along said Westerly Right-of-Way line 6.43 feet; Thence North 80 degrees-34 minutes-55 seconds West 41.72 feet; Thence South 79 degrees-53 minutes-44 seconds West 173.01 feet; Thence North 89 degrees-28 minutes-18 seconds West 190.40 feet; Thence North 77 degrees-09 minutes-06 seconds West 192.40 feet; Thence South 78 degrees-15 minutes-43 seconds West 129.70 feet; Thence South 23 degrees-50 minutes-01 seconds West 95.07 feet; Thence South 33 degrees-32 minutes-43 seconds West 78.76 feet; Thence South 10 degrees-49 minutes-50 seconds East 32.87 feet to a point 8 feet more or less behind the proposed curb line of the rear drive of the of the proposed Cobblestone Village at St. Augustine Shopping Center. Said point also being the Design High Water Level Elevation of 31.9 for said Shopping Center Stormwater Detention Pond; Thence meandering along and with the Design High Water Level Elevation of 31.9 in a Westerly direction around the Stormwater Detention Pond 1815 feet more or less to a point in the South corner of said Stormwater Detention Pond; Thence South 02 degrees-53 minutes-33 seconds East 6.10 feet more or less to the point of beginning.

Land thus described contains 7.46 acres more or less.



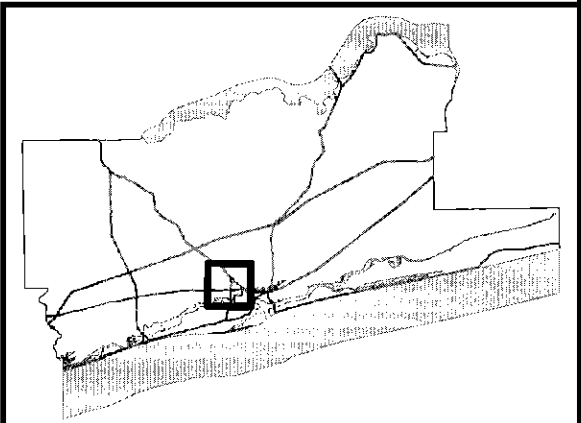
County Retention Pond

State Road 312 W

Old Moultrie Rd

ST. JOHN'S COBBLER MANAGEMENT (SOS) 51111111 AVENUE
(OFFICE) (MADE BY JERRY)

[Small rectangular box]



1999 Aerial Photography



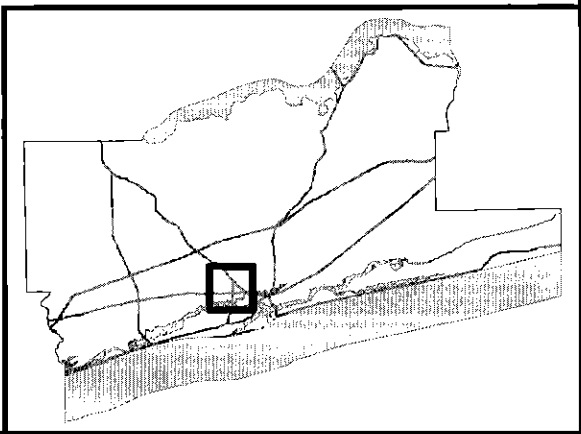
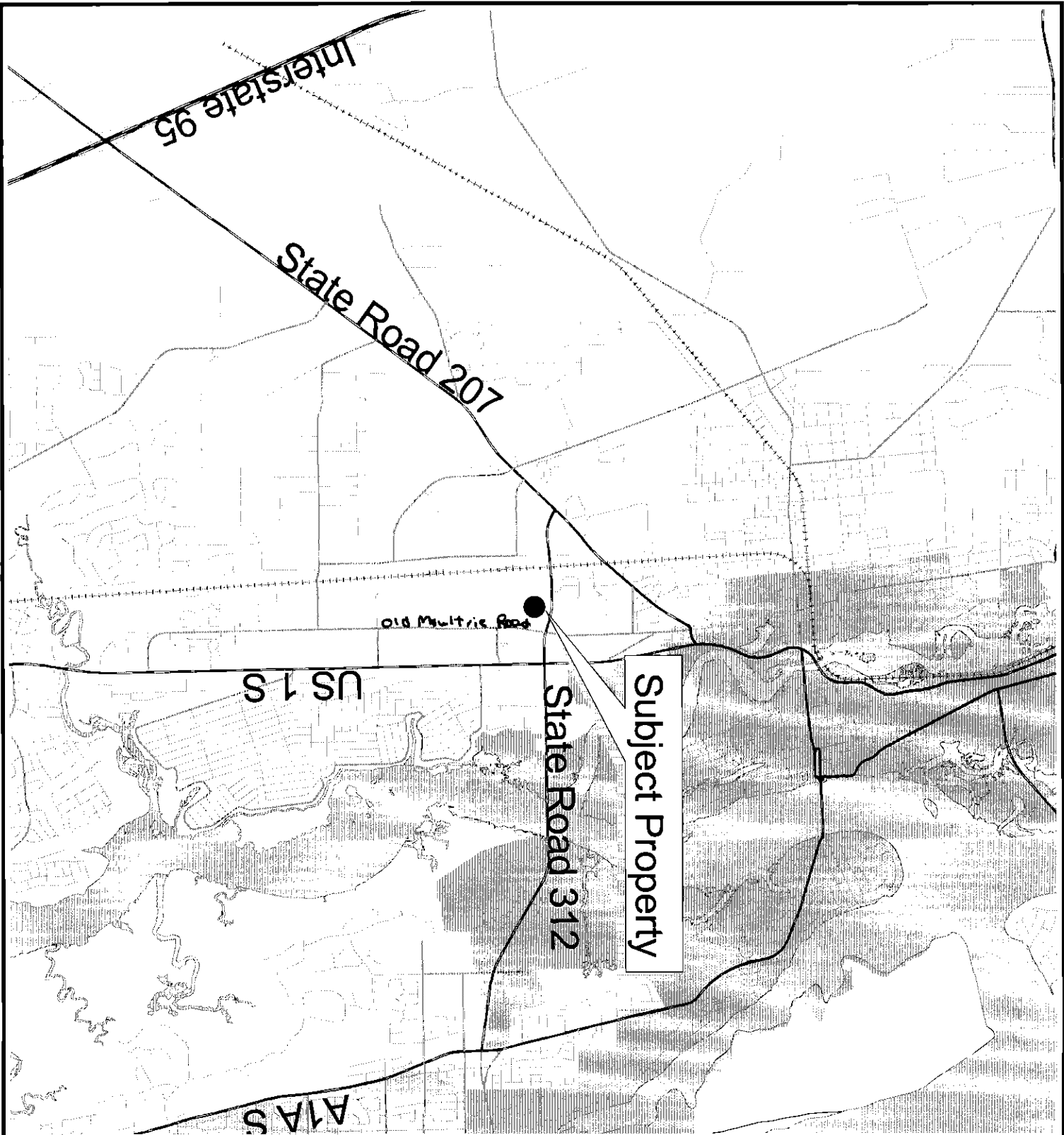
Map Prepared: Mar 14, 2002
*Depicts General Project Boundary

Cobblestone Shopping Center

Property Exchange



St. Johns County
Real Estate Division



Project

Location Map



Map Prepared: Mar 28, 2002
 *Depicts General Project Boundary

**Cobblestone
 Shopping Center
 Property Exchange**



St. Johns County
 Public Works Department
 Real Estate Division