

RESOLUTION NO. 2011- 55

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING FIVE TEMPORARY CONSTRUCTION EASEMENTS REQUIRED FOR THE U.S. 1 AND S.R. 312 INTERSECTION IMPROVEMENT PROJECT.

RECITALS

WHEREAS, this project is part of a Second Amendment to Development and Impact Fee Credit Agreement between St. Johns County and SR207 Corridor Improvement Group, LLC., (CIG Developers) attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, five property owners, Crow's Nest LLC., TFSR Properties, LLC., Noble Properties, LTD., Selig Enterprises, Inc. and Home Depot have executed and presented to the County Temporary Construction Easements, attached hereto as Exhibits "B, C, D, E and F", incorporated by reference and made a part hereof; and

WHEREAS, the County is responsible for design and construction with funds provided from CIG Developers accordance with the agreement, and

WHEREAS, the intersection of US 1 and SR312 requires several improvements to improve current transportation capacity conditions; and

WHEREAS, the improvements require a southbound right turn lane, a second eastbound left-turn lane, a second northbound left-turn lane and a third northbound through lane; and

WHEREAS, it is in the best interest of the County to move forward with this project to add the lanes to help with the current capacity conditions.

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 Board of County Commissioners hereby accepts the five Temporary Construction Easements required for this project.

Section 3. To the extent that there are typographical and/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 is instructed to record the five original Temporary Construction Easements in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of March, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 3/18/11



SECOND AMENDMENT TO DEVELOPMENT AND IMPACT FEE CREDIT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AND IMPACT FEE CREDIT AGREEMENT (the "Second Amendment") is made as of this 16th day of DECEMBER, 2008, by and between SR207 CORRIDOR IMPROVEMENT GROUP, LLC, a Florida limited liability company, its successors, or assigns ("CIG DEVELOPERS"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida (the "COUNTY").

WITNESSETH:

WHEREAS, the CIG DEVELOPERS and COUNTY have entered into that certain Development and Impact Fee Credit Agreement (the "Development Agreement"), dated November 14, 2006 and having an Effective Date of January 10, 2007; and

WHEREAS, the Development Agreement was amended by the Amendment to Development and Impact Fee Credit Agreement (the "First Amendment"), dated December 11, 2007; and

WHEREAS, the SR312 Roadway Improvements set forth in the Development Agreement are needed to improve current transportation capacity conditions (e.g., adding dual left turns lanes to the eastbound approach of SR 312 at U.S. 1);

WHEREAS, market and economic conditions warrant the COUNTY taking steps to ensure the construction of the SR312 Roadway Improvements is fully funded, especially where the source of funding is from private development;

WHEREAS, COUNTY desires to accelerate the funding of the design, permitting and construction of the SR312 Roadway Improvements under the Development Agreement by accepting payment from the CIG DEVELOPERS;

WHEREAS, the CIG DEVELOPERS and COUNTY desire to further amend the Development Agreement, as amended by the First Amendment, according to the terms herein.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Amendment.** The Development Agreement is hereby amended as follows:
 - (a) No later than January 10, 2009, the CIG DEVELOPERS shall fund the SR312 Improvements by paying unto the COUNTY in cash or by other financial security converted to cash the total amount of \$1,613,078.00 (\$1,681,436.00 original cost estimate less \$68,358.00 previously paid by CIG DEVELOPERS under agreements or contracts with engineers, surveyors, and other consultants related to or in connection with the SR312 Improvements). No later than January 10, 2009, CIG DEVELOPERS shall also pay a non-refundable extension fee in the total amount of \$252,251.00, to be utilized for transportation improvements as determined by the County Administrator. Further, CIG

Public Records of
St. Johns County, FL
Clerk # 2009001735,
O.R. 3154 PG 706-708
01/13/2009 at 10:02 AM,
REC. \$13.00 SUR. \$14.00

DEVELOPERS shall release to COUNTY any and all information obtained from engineers, surveyors, and other consultants related to or concerning the SR312 Improvements.

- (b) No later than January 10, 2011, the individual CIG DEVELOPERS shall fund the Corridor Improvements in the amount of \$14,520,896.00 in accordance with the individual amounts set forth in Exhibit "J" for which Road Impact Fee credits will be granted in accordance with Paragraph 9 of the Development Agreement.
- (c) The CIG DEVELOPERS shall no longer be required to construct the SR312 Improvements.
- (d) Paragraph 1.(a)(ii.) of the First Amendment is deleted and the CIG DEVELOPERS shall not be required to pay a "Cost Increase Percentage" on the individual CIG DEVELOPER's Exhibit "J" amount.
- (e) The bonds or other security currently posted or to be posted by the CIG DEVELOPERS to ensure the construction of the SR312 Improvements shall be extinguished and returned to the individual CIG DEVELOPERS upon the full payment by the CIG DEVELOPERS to the COUNTY of the funds to construct the SR312 Improvements set forth hereinabove. The CIG DEVELOPERS may cause the individual \$148,742.00 letters of credit to be converted to cash in connection with making the \$1,613,078.00 and \$252,251.00 payments as set forth herein.
- (f) The COUNTY agrees to attempt in good faith to commence construction of the SR312 Improvements by June 10, 2010 and commence construction of the other Corridor Improvements (subject to adjustment as set forth in Paragraph 4.d. of the Development Agreement and consistent with the order of priority identified in Exhibit "M") within three (3) years of January 10, 2011 or within three (3) years of issuance of a building permit or its functional equivalent that results in traffic generation for that portion of the Development Property and associated improvements being funded by its cash payments as identified in Exhibit "M," whichever is sooner.

2. Miscellaneous Provisions:

- (a) All capitalized terms used but not defined herein shall have the meanings assigned in the Development Agreement.
- (b) In the event of any conflict between the terms of the Development Agreement or the First Amendment and the terms of this Second Amendment, the terms of this Second Amendment shall control.
- (c) Except as specifically modified and amended hereby, the Development Agreement remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Amendment on the day(s) and year set forth below.

Witness:

SR207 CORRIDOR IMPROVEMENT GROUP, LLC

David Hamell
Name: DAVID HAMPELL

By: [Signature]
Name: DOUGLAS N. BURNETT
Its: AUTHORIZED AGENT

Cynthia W. Strickland
Name: Cynthia W. Strickland

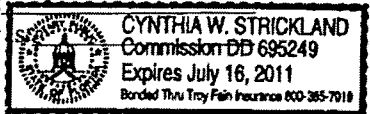
Date: 1/9/09

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 9th day of DECEMBER, 2008, by DOUGLAS N. BURNETT of SR207 CORRIDOR IMPROVEMENT GROUP, LLC, a Florida limited liability company on behalf of the company. He has produced FL DL as identification and (did) take an oath.

Cynthia W. Strickland
NOTARY PUBLIC, State of FLORIDA
Name: Cynthia W. Strickland

My Commission Expires:
My Commission Number:



ST. JOHNS COUNTY, FLORIDA

Witness:

Pam Halterman
Name: Pam Halterman
Jerry Bulla
Name: JERRY BULLA

By: Cyndi Stevenson
Chairman
Date: 12/18/08

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 18th day of December, 2008, by Cyndi Stevenson, as the Chair for St. Johns County, Florida, on behalf of St. Johns County, Florida. She has produced _____ as identification and (did) take an oath.

Pamela Halterman
NOTARY PUBLIC, State of Florida
Name: _____
PAMELA HALTERMAN
Notary Public, State of Florida
My Commission Expires Aug. 15, 2009
My Commission Number is: Comm. No. DD 441350

EXHIBIT "B" TO RESOLUTION

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 8th day of Dec, 2010, by and between Crow's Nest LLC., a Florida limited liability company whose address is 402A High Point Drive, Cocoa, FL 32926 as grantor and St. Johns County, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property located in St. Johns County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein will terminate when the project is complete.

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

Signed, sealed and delivered in
Our presence as Witnesses:

GRANTOR:
Crow's Nest, LLC.

Laurie D. Paulin
Print Witness Name: Laurie D. Paulin

By: M. M.
Print Name: MARSH B. SHAM
Title: Pres

Penny Butts
Print Witness Name: Penny Butts

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8th day of December, 2010, by Crow's Nest, LLC., its President who is personally known to me, or has produced _____ as identification.

Melissa M Lemois
Notary Public

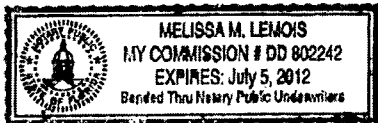


EXHIBIT "A" TO TCE

TEMPORARY CONSTRUCTION EASEMENT

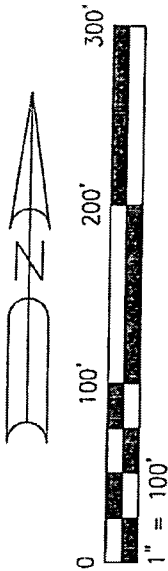
LOCATED IN A PART OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, BEING A PORTION OF LAND, AS DESCRIBED AND RECORDED IN PLAT BOOK 3023, PAGES 459 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 312 AND THE EAST RIGHT-OF-WAY LINE OF U.S. 1 (DIXIE HIGHWAY); THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID U.S. 1, NORTH 01°03'25" WEST, A DISTANCE OF 650.08 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 01°03'25" WEST, A DISTANCE OF 45.00 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3023, PAGE 459, SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH LINE, NORTH 88°56'33" EAST, A DISTANCE OF 40.00 FEET; THENCE, DEPARTING SAID NORTH LINE AND ALONG A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°03'25" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 88°56'33" WEST, A DISTANCE OF 25.00 FEET; THENCE, ALONG A LINE 15.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°03'25" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 88°56'33" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

LEGEND:

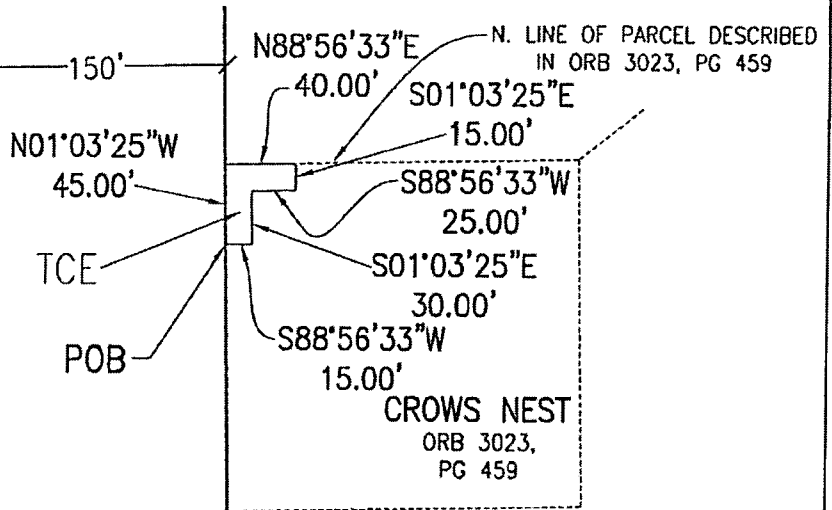
- ORB - OFFICAL RECORDS BOOK
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- R/W - RIGHT OF WAY
- SR - STATE ROAD
- TCE - TEMPORARY CONSTRUCTION EASEMENT

SECTION 41
TOWNSHIP 7
RANGE 30

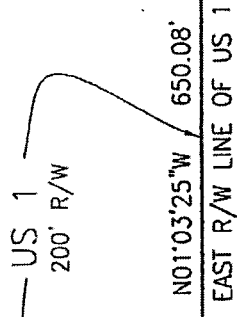


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SECTION 41
TOWNSHIP 7
RANGE 30



POC
NORTHEAST CORNER
OF INTERSECTION
SR 312 & US 1

NORTH R/W LINE OF SR 312

SR 312

NOTE: NOT VALID WITHOUT THE DESCRIPTION ON PAGE 1 OF 2

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50 Leanni Way
Unit C4
Palm Coast, FL 32137
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www.arcadis-us.com

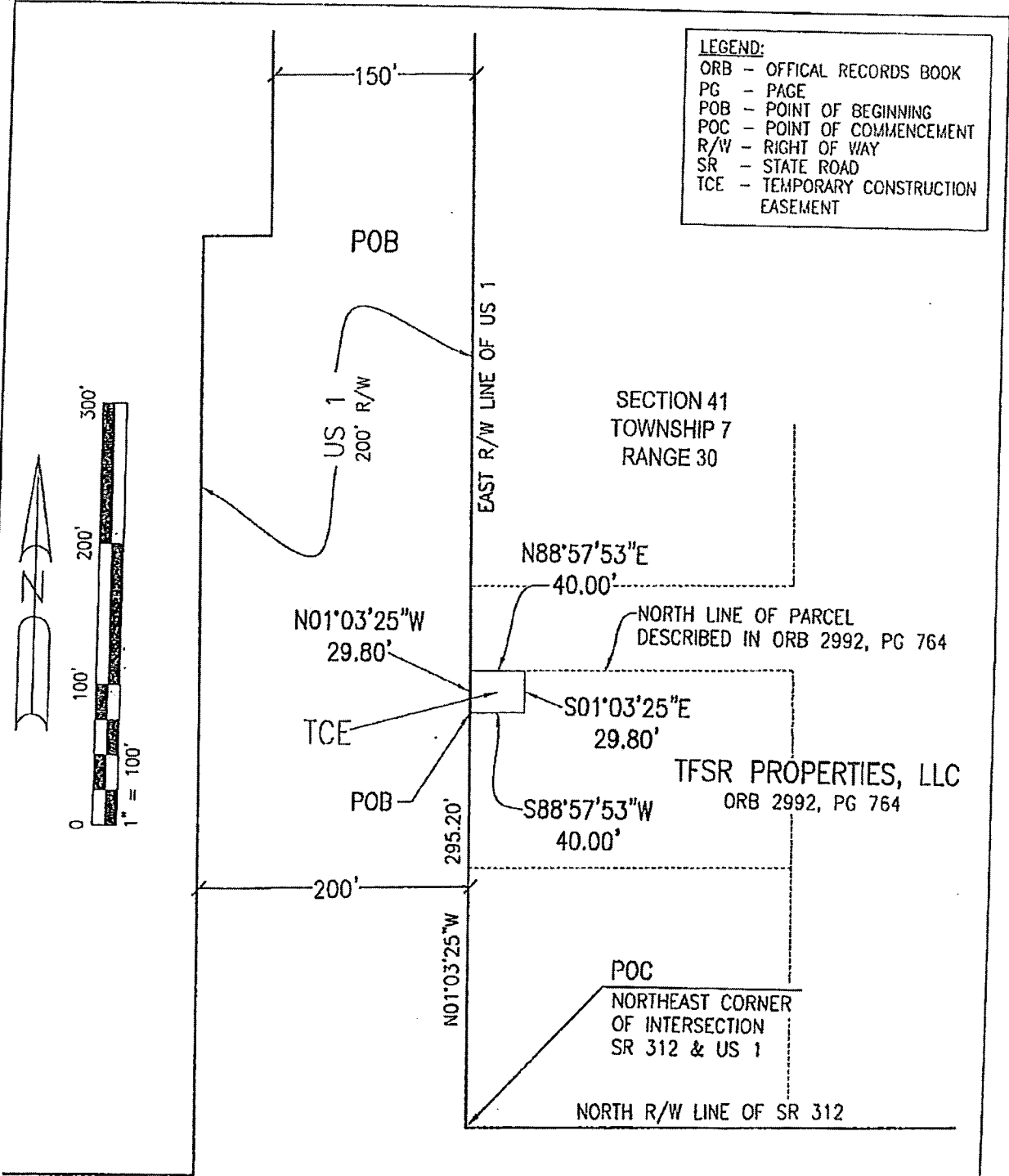
PROJECT MANAGER J. HOFIUS	DEPARTMENT MANAGER	LEAD DESIGN PROF. J. HOFIUS	CHECKED BY J. HOFIUS
SHEET TITLE SKETCH OF DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT U.S. 1, ST. JOHNS COUNTY		TASK/PHASE NUMBER	DRAWN BY BEJ
		PROJECT NUMBER JK009020	DRAWING NUMBER 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT

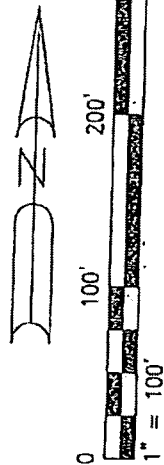
LOCATED IN A PART OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, BEING A PORTION OF LAND, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2992, PAGE 764 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 312 AND THE EAST RIGHT-OF-WAY LINE OF U.S. 1 (DIXIE HIGHWAY); THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID U.S. 1, NORTH 01°03'25" WEST, A DISTANCE OF 295.20 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 01°03'25" WEST, A DISTANCE OF 29.80 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2992, PAGE 764, SAID PUBLIC RECORDS, NORTH 88°57'53" EAST, A DISTANCE OF 40.00 FEET; THENCE, DEPARTING SAID NORTH LINE AND ALONG A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°03'25" EAST, A DISTANCE OF 29.80 FEET; THENCE SOUTH 88°57'53" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

LEGEND:
 ORB - OFFICIAL RECORDS BOOK
 PG - PAGE
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT
 R/W - RIGHT OF WAY
 SR - STATE ROAD
 TCE - TEMPORARY CONSTRUCTION EASEMENT



Current Plotstyle: BColor
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NOTE: NOT VALID WITHOUT THE DESCRIPTION ON PAGE 1 OF 2


 50 Leavitt Way Unit C4 Palm Coast, FL 32137 Tel: 386-447-4993 Fax: 386-246-3787 www.arcadis-us.com	PROJECT MANAGER J. HOFIUS	DEPARTMENT MANAGER	LEAD DESIGN PROF. J. HOFIUS	CHECKED BY J. HOFIUS
	SHEET TITLE SKETCH OF DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT U.S. 1, ST. JOHNS COUNTY		TASK/PHASE NUMBER	DRAWN BY BEJ
			PROJECT NUMBER JK009020	DRAWING NUMBER 2 OF 2

EXHIBIT "D" TO RESOLUTION

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this ____ day of _____, 2010, by and between **Noble Properties, LTD.**, a Florida limited partnership whose address is 5821 C Lake Worth Road, Greenacres, FL 33463 as grantor and **St. Johns County**, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSTEH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property. The project will begin in January 2011 and will be completed in October 2011. If there is any damage to the property during construction the property will be put back to its original or better condition by St. Johns County or the contractor the County hires for the improvements. St. Johns County and/or its contractors will be doing all of the improvements at night to limit any blockage of access to businesses located in this area.

To the extent permitted by Florida law, St. Johns County agrees to protect, defend, indemnify and hold Nobel Properties, LTD., free and unharmed from and against any, and all, third party (including employees of St. Johns County and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of the staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with US1/SR312 Improvement Project.

The property located in St. Johns County, Florida, described as follows:

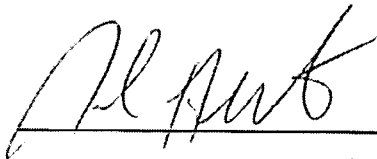
SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein will terminate when the project is complete.

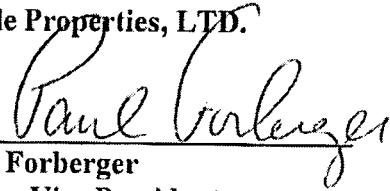
IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

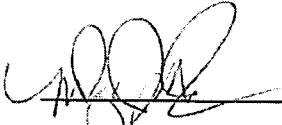
Signed, sealed and delivered in
Our presence as Witnesses:

GRANTOR:
Noble Properties, LTD.



Print Witness Name: Neil Albritton

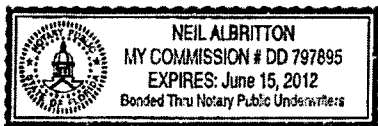
By: 
Paul Forberger
Senior Vice President
NP II, Inc as General Partner

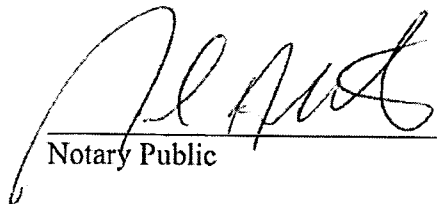


Print Witness Name: Maggie Dove

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of October, 2010,
by Paul Forberger as Senior Vice President of NP II, Inc as General Partner of Noble
Properties, LTD., who is personally known to me.





Notary Public

EXHIBIT "E" TO RESOLUTION

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between Selig Enterprises, Inc., whose address is 1100 Spring Street NW, Atlanta, GA 30309-2857 as grantor and St. Johns County, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSTEH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property located in St. Johns County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein will terminate when the project is complete.

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

Signed, sealed and delivered in
Our presence as Witnesses:

GRANTORS:
Selig Enterprises, Inc.

Kendra S. Murray
Print Witness Name: Kendra S. Murray

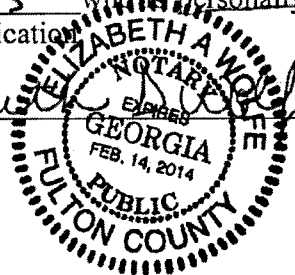
By: S. Kevin Curry
Print Name: S. KEVIN CURRY
Title: V.P.

Tracy Jordan
Print Witness Name: Tracy Jordan

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF ~~ST. JOHNS~~ Fulton

The foregoing instrument was acknowledged before me this 1st day of Dec., 2010, by Selig Enterprises, Inc., its Vice Pres who is personally known to me, or has produced _____ as identification

Elizabeth A. Wood
Notary Public



TEMPORARY CONSTRUCTION EASEMENT

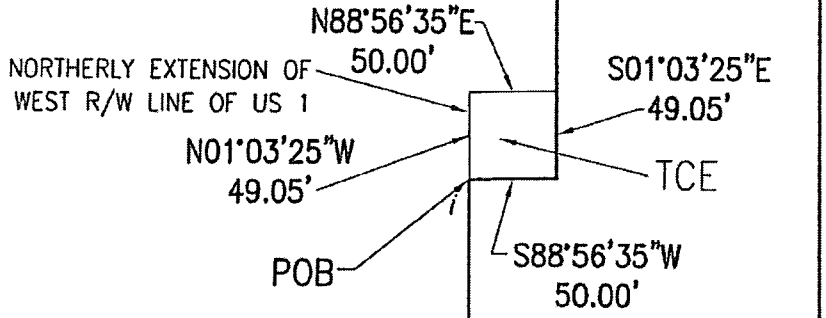
LOCATED IN A PART OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, BEING A PORTION OF LAND, AS DESCRIBED AND RECORDED IN PLAT BOOK 43, PAGES 45 THROUGH 45B OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 312 AND THE WEST RIGHT-OF-WAY LINE OF U.S. 1 (DIXIE HIGHWAY); THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID U.S. 1, NORTH 01°03'25" WEST, A DISTANCE OF 569.19 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE ALONG THE NORTHERLY EXTENSION ON SAID WEST RIGHT-OF-WAY LINE, NORTH 01°03'25" WEST, A DISTANCE OF 49.05 FEET; THENCE DEPARTING SAID NORTHERLY EXTENSION, NORTH 88°56'35" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE; THENCE, ALONG SAID WEST LINE FOR THE FOLLOWING TWO COURSES, SOUTH 01°03'25" EAST, A DISTANCE OF 49.05 FEET; THENCE SOUTH 88°56'35" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

149

SELIG ENTERPRISES
 1795 S. US 1, ST AUGUSTINE, FL
 ORB 657, PG 524 & 528

- LEGEND:**
 ORB - OFFICAL RECORDS BOOK
 PG - PAGE
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT
 R/W - RIGHT OF WAY
 SR - STATE ROAD
 TCE - TEMPORARY CONSTRUCTION EASEMENT



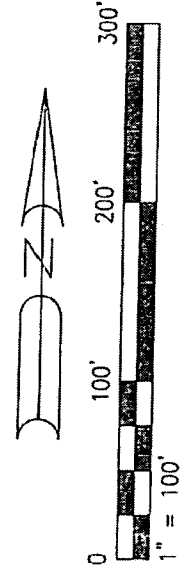
SECTION 41
 TOWNSHIP 7
 RANGE 30

WEST R/W LINE OF US 1
 N01°03'25\"/>

U.S. 1
 200' R/W

POC
 INTERSECTION OF
 N R/W OF LINE SR 312
 & W R/W LINE OF US 1

SR 312



NOTE: NOT VALID WITHOUT THE
 DESCRIPTION ON PAGE 1 OF 2

Current Platting: By Gaber
 Layout Tab: SHEET (2)

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 User Name: jhofius

ARCADIS
 50 Leanni Way
 Unit C4
 Palm Coast, FL 32137
 Tel: 386-447-4993 Fax: 386-246-3787
 www.arcadis-us.com

PROJECT MANAGER J. HOFIUS	DEPARTMENT MANAGER	LEAD DESIGN PROF. J. HOFIUS	CHECKED BY J. HOFIUS
SHEET TITLE SKETCH OF DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT U.S. 1, ST. JOHNS COUNTY		TASK/PHASE NUMBER	DRAWN BY BEJ
		PROJECT NUMBER JK009020	DRAWING NUMBER 2 OF 2

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EXHIBIT "F" TO RESOLUTION

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this ____ day of _____, 2010, by and between **HOME DEPOT USA, INC.**, a Delaware corporation whose address is Property Tax Dept. 6334, P.O. Box 105842, Atlanta, GA 30348-5842 as grantor and **St. Johns County**, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSTEH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property located in St. Johns County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein will terminate when the project is complete.

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

Signed, sealed and delivered in
Our presence as Witnesses:

GRANTORS:
Home Depot USA, Inc.

Print Witness Name: _____

By: _____
Print Name: _____
Title : _____

Print Witness Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by **Home Depot USA, Inc.** its _____ who is personally known to me, or has produced _____ as identification.

Notary Public

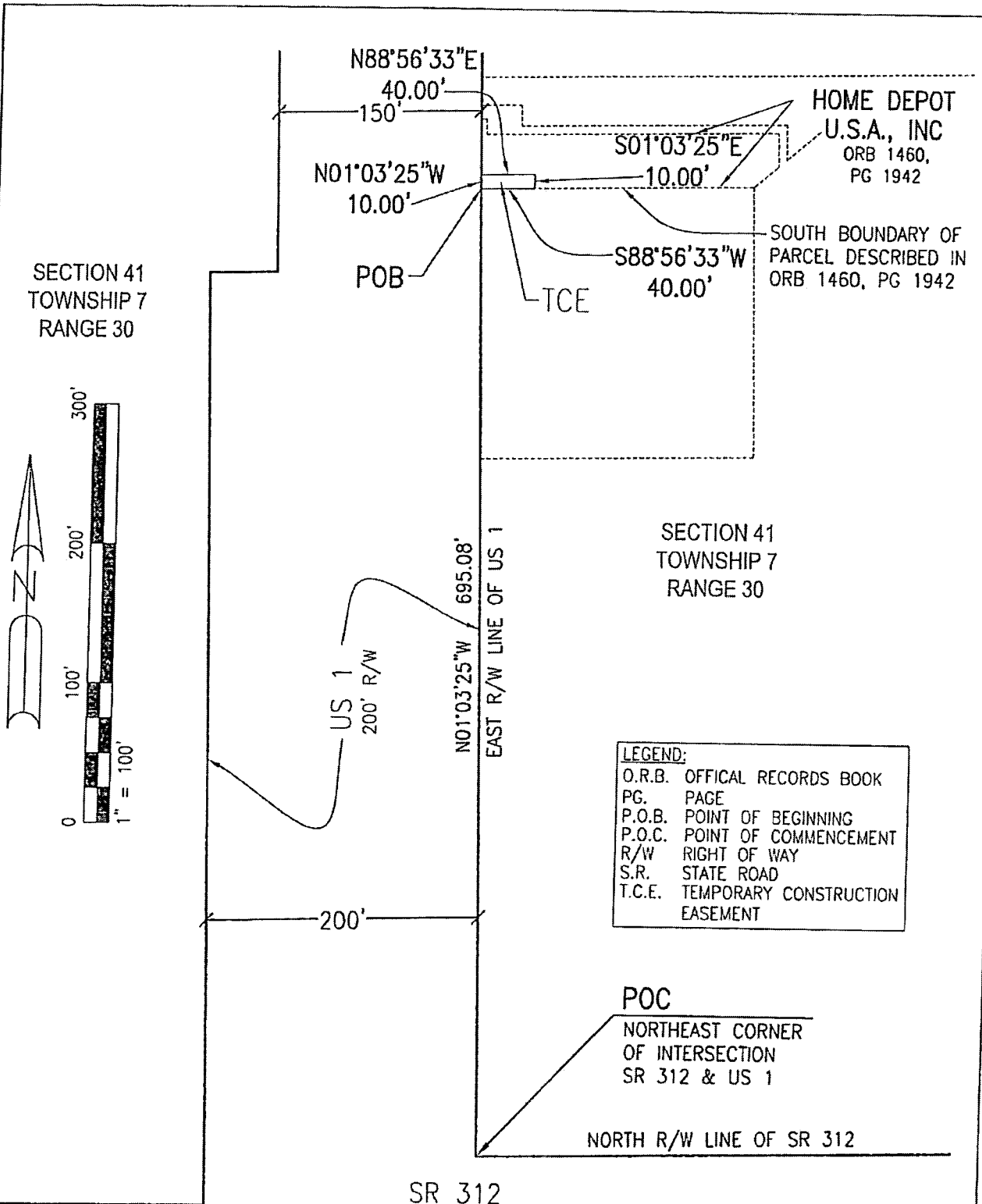
EXHIBIT "A" TO TCE

TEMPORARY CONSTRUCTION EASEMENT

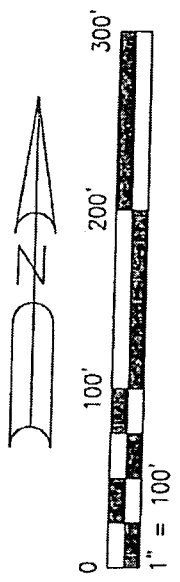
LOCATED IN A PART OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, BEING A PORTION OF LAND, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1460, PAGE 1942 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 312 AND THE EAST RIGHT-OF-WAY LINE OF U.S. 1 (DIXIE HIGHWAY); THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID U.S. 1, NORTH 01°03'25" WEST, A DISTANCE OF 695.08 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 01°03'25" WEST, A DISTANCE OF 10.12 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°56'33" EAST, A DISTANCE OF 40.00 FEET; THENCE, ALONG A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°03'25" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A THE SOUTH BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1460, PAGE 1942; THENCE, ALONG SAID SOUTH BOUNDARY, SOUTH 88°56'33" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

Acad Version : R18.0s (LMS Tech) Date\Time : Mon, 13 Sep 2010 -- 9:28am
 User Name : jhofius Path\Name : C:\SRV\JK009020-US 1 & 312\DWG\Easements REV 09-10-10\JK009020S005.dwg
 Current Plotstyle : ByColor Layout Tab: SHEET (2)



SECTION 41
 TOWNSHIP 7
 RANGE 30



HOME DEPOT
 U.S.A., INC
 ORB 1460,
 PG 1942

SOUTH BOUNDARY OF
 PARCEL DESCRIBED IN
 ORB 1460, PG 1942


SECTION 41
 TOWNSHIP 7
 RANGE 30

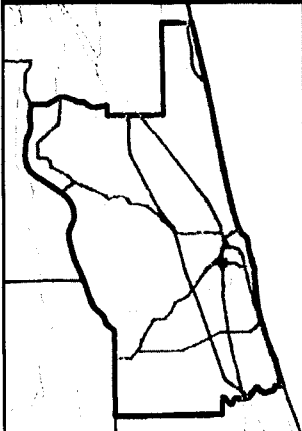
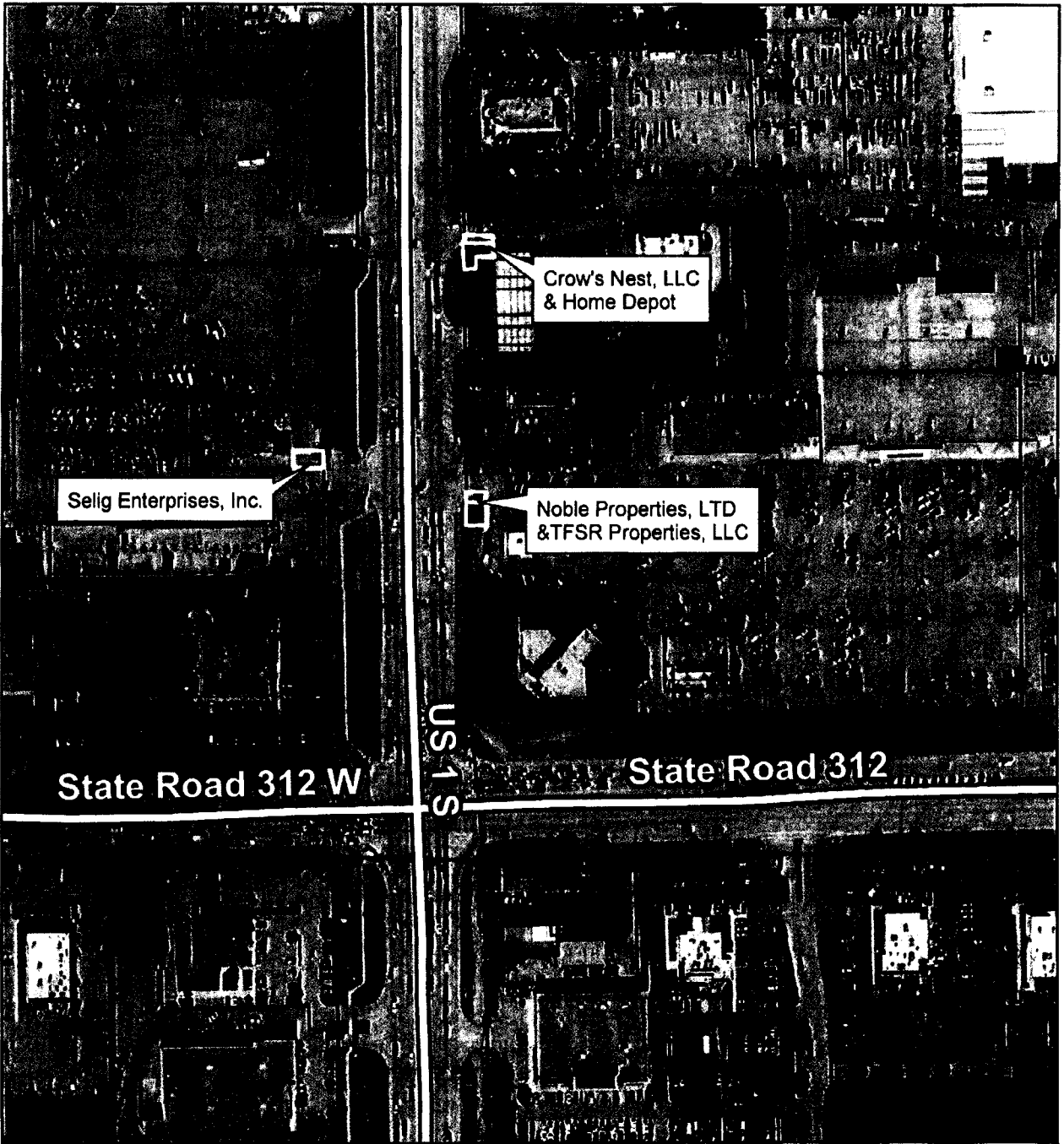
LEGEND:
 O.R.B. OFFICAL RECORDS BOOK
 PG. PAGE
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 R/W RIGHT OF WAY
 S.R. STATE ROAD
 T.C.E. TEMPORARY CONSTRUCTION
 EASEMENT

POC
 NORTHEAST CORNER
 OF INTERSECTION
 SR 312 & US 1

SR 312

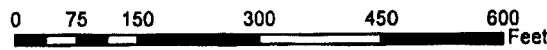
NOTE: NOT VALID WITHOUT THE
 DESCRIPTION ON PAGE 1 OF 2

 50 Leonard Way Unit C4 Palm Coast, FL 32137 Tel: 386-447-4993 Fax: 386-246-3787 www.arcadis-us.com	PROJECT MANAGER J. HOFIUS	DEPARTMENT MANAGER	LEAD DESIGN PROF. J. HOFIUS	CHECKED BY J. HOFIUS
	SHEET TITLE SKETCH OF DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT U.S. 1, ST. JOHNS COUNTY		TASK/PHASE NUMBER	DRAWN BY BEJ
			PROJECT NUMBER JK009020	DRAWING NUMBER 2 OF 2



US1 & SR312

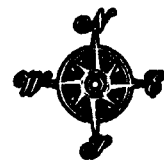
Temporary Construction Easements



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 2/16/11
(904) 209-0796



2008 Aerial Imagery

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