

RESOLUTION NO. 2017- 307

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES AND ACCESS, AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM TO SERVE TRAILMARK (FKA WHISPER CREEK) PHASE 4 UNIT D LOCATED OFF PACETTI ROAD.

RECITALS

WHEREAS, Six Mile Creek Investment Group, LLC, a Delaware limited liability company, has executed and presented to the County Easements for Utilities and Access, attached hereto as Exhibit "A," Exhibit "B," and Exhibit "C," incorporated by reference and made a part hereof; and

WHEREAS, Six Mile Creek Community Development District, a local special purpose government entity, has executed and presented to the County a Bill of Sale and Schedule of Values, attached hereto as Exhibit "D," incorporated by reference and made apart hereof, conveying all personal property associated with the water and sewer lines which provide service to Trailmark (fka Whisper Creek) Phase 4 Unit D located off Pacetti Road; and

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

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easements for Utilities and Bill of Sale and Schedule of Values attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

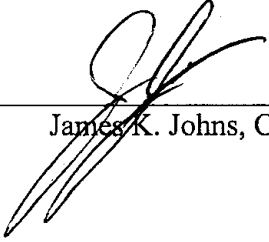
Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

PASSED AND ADOPTED this 3rd day of October, 2017.

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

By: _____


James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 10/5/17



Deputy Clerk

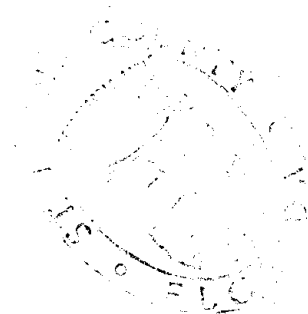


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4th day of MAY, 2017 by Six Mile Creek Investment Group, LLC, with an address of 7807 Baymeadows Road, Suite 205, Jacksonville, FL 32256, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

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

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground gravity sewer collection system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

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

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

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

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

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

2. GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness

By: Michael Taylor
Its: Vice President

Hilary M. Frank
Print Name

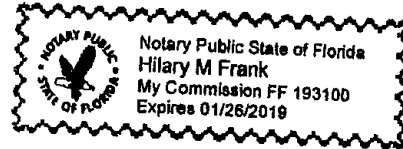
[Signature]
Witness

[Signature] GREGG KERN
Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 4th day of May, 2017, by Michael Taylor who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public Hilary M. Frank



[Handwritten initials]

EXHIBIT "A"
EASEMENT AREA

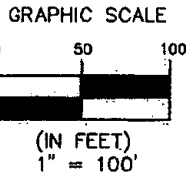
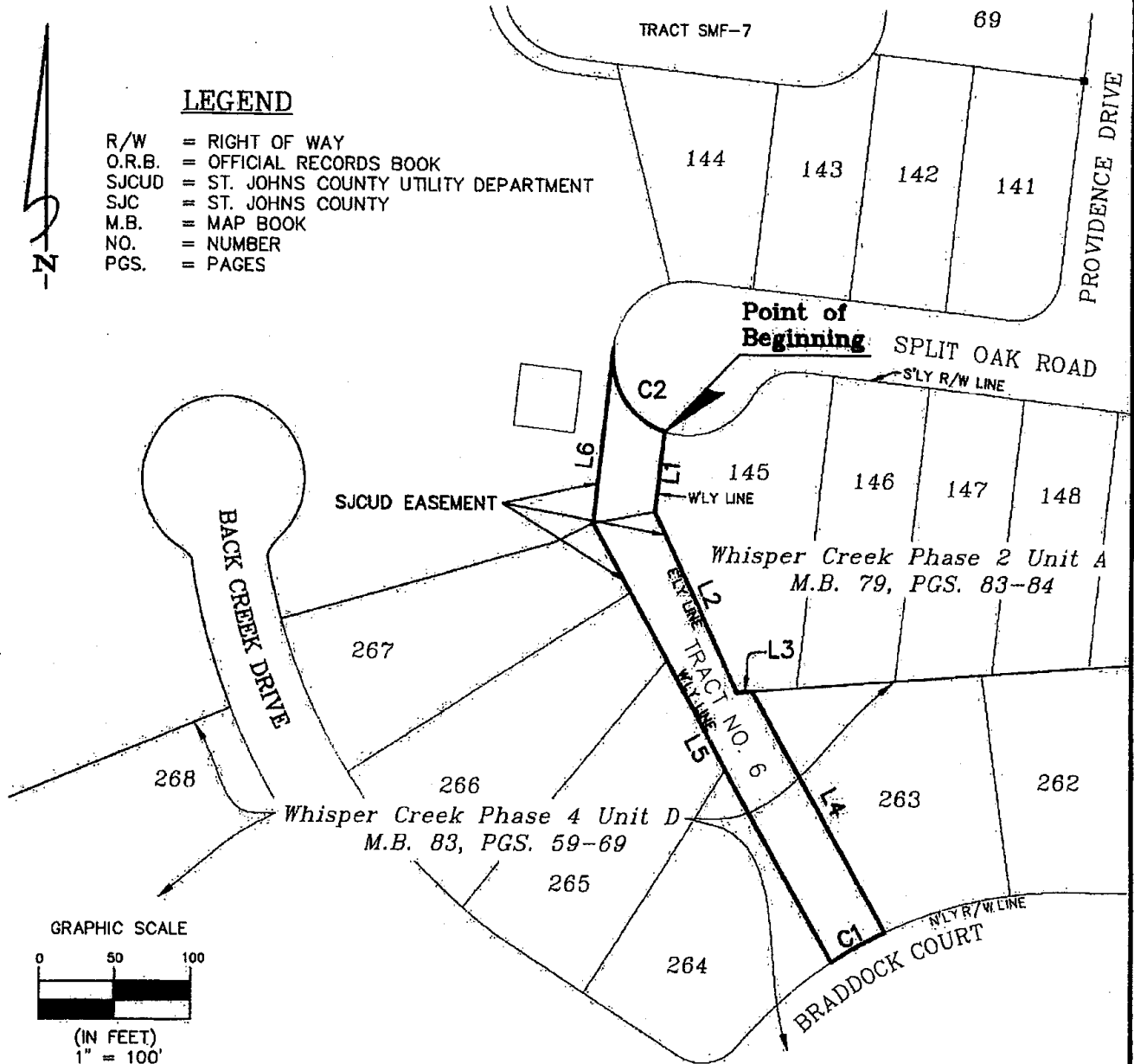
MAP SHOWING

TRACT NO. 6, AS SHOWN ON THE PLAT OF WHISPER CREEK PHASE 4 UNIT D, AS RECORDED IN MAP BOOK 83, PAGES 59 THROUGH 69, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND A PORTION OF SECTION 38, THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA



LEGEND

- R/W = RIGHT OF WAY
- O.R.B. = OFFICIAL RECORDS BOOK
- SJCUD = ST. JOHNS COUNTY UTILITY DEPARTMENT
- SJC = ST. JOHNS COUNTY
- M.B. = MAP BOOK
- NO. = NUMBER
- PGS. = PAGES



SHEET 1 OF 2
SJCUD EASEMENT

JOB NO. 2017-277
 DRAFTER SPB
 DATE 5/9/2017
 SCALE 1"=100'

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

Gregory B. Clary

GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 260-2703
 WWW.CLARYASSOC.COM

CHECKED BY *DS*

MAP SHOWING

TRACT NO. 6, AS SHOWN ON THE PLAT OF WHISPER CREEK PHASE 4 UNIT D, AS RECORDED IN MAP BOOK 83, PAGES 59 THROUGH 69, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 145, AS SHOWN ON THE PLAT OF WHISPER CREEK PHASE 2 UNIT A, AS RECORDED IN MAP BOOK 79, PAGES 83 AND 84, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, SAID CORNER ALSO LYING ON THE SOUTHERLY RIGHT OF WAY OF SPLIT OAK ROAD (A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 06°23'00" WEST, ALONG THE WESTERLY LINE OF SAID LOT 145, A DISTANCE OF 52.81 FEET, TO THE EASTERLY LINE OF SAID TRACT NO. 6; THENCE SOUTHEASTERLY, EASTERLY, SOUTHWESTERLY, AND NORTHWESTERLY, ALONG THE EASTERLY, SOUTHERLY, AND WESTERLY LINES OF SAID TRACT NO. 6, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 25°19'41" EAST, 130.30 FEET; COURSE NO. 2: NORTH 85°32'28" EAST, 9.78 FEET; COURSE NO. 3: SOUTH 29°03'29" EAST, 177.79 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF BRADDOCK COURT (A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 4: SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 40.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°06'38" WEST, 40.00 FEET; COURSE NO. 5: NORTH 29°03'29" WEST, 325.82 FEET; THENCE NORTH 06°23'00" EAST, 113.87 FEET, TO SAID SOUTHERLY RIGHT OF WAY OF SPLIT OAK ROAD, AND THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 68.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°50'53" EAST, 63.25 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.34 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF LOT 263, AS S 29°03'29" E, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD NOT SHOWN HEREON THAT MAY AFFECT THIS PARCEL.
4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	275.00'	40.04'	8°20'32"	S60°06'38"W	40.00'
C2	50.00'	68.47'	78°27'47"	S32°50'53"E	63.25'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S06°23'00"W	52.81'
L2	S25°19'41"E	130.30'
L3	N85°32'28"E	9.78'
L4	S29°03'29"E	177.79'
L5	N29°03'29"W	325.82'
L6	N06°23'00"E	113.87'

SHEET 2 OF 2
SJCUD EASEMENT

JOB NO. 2017-277
 DRAFTER SPB
 DATE 5/9/2017
 SCALE 1"=100'

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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Gregory B. Clary

GREGORY B. CLARY, P.S.M. CERT. NO. 3377



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 WWW.CLARYASSOC.COM

CHECKED BY *SPB*

EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4th day of APRIL, 2017 by Six Mile Creek Investment Group, LLC, with an address of 7807 Baymeadows Road, Suite 205, Jacksonville, FL 32256, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

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

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

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

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

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

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

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

2. WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Witness [Signature]

JOHN ZACHARY BREW
Print Name

Witness [Signature]

[Signature]
Print Name

By: [Signature]
Its: Vice President

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 4th day of April, 2017, by Michael C. Taylor who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

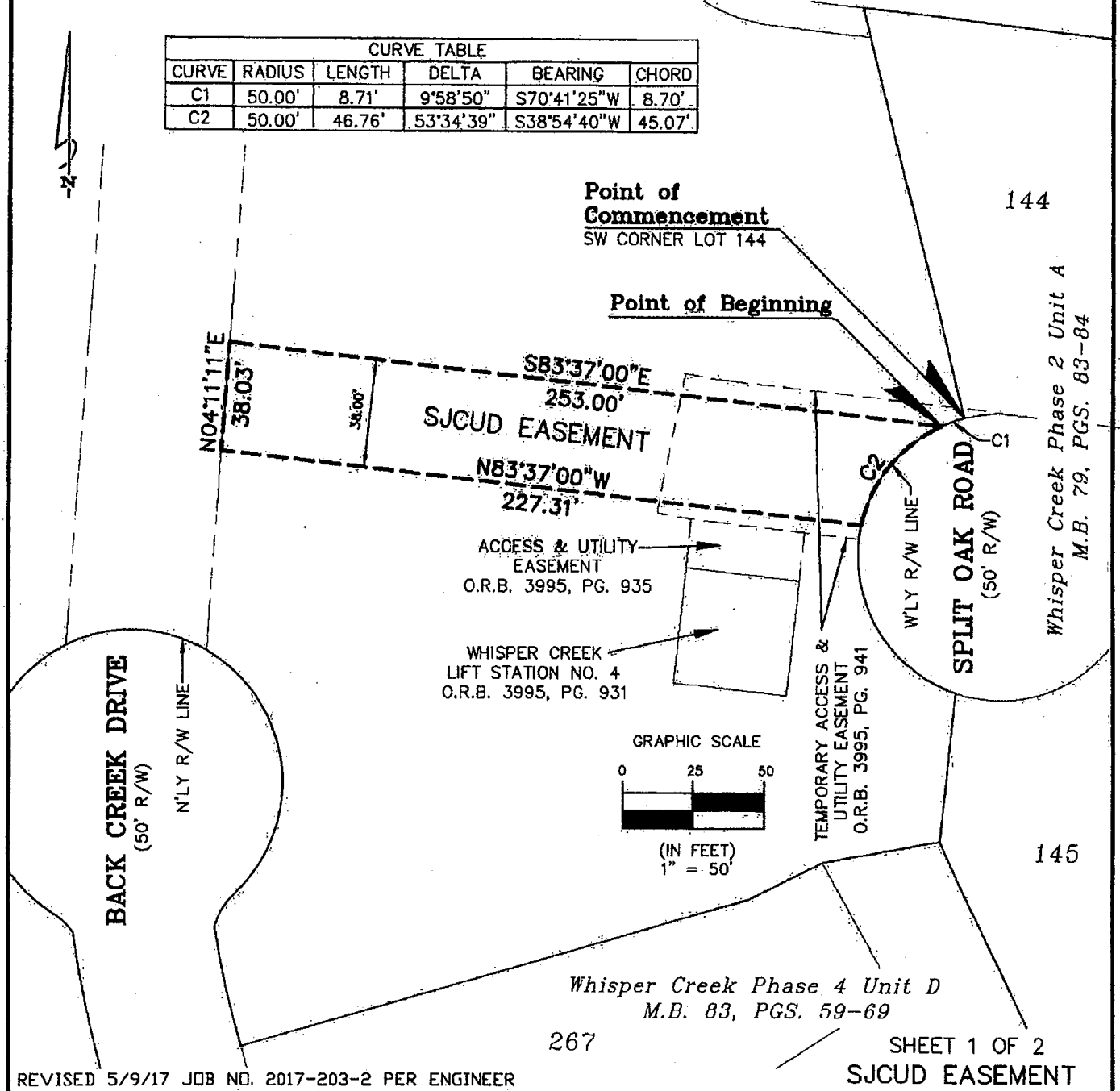
GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires Sep. 25, 2017
Commission No. FF 34039

EXHIBIT "A"
EASEMENT AREA
(SEE ATTACHED)

MAP SHOWING

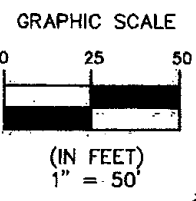
A PORTION OF SECTION 38, THE ANTONIO HUERTAS GRANT,
TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	50.00'	8.71'	9°58'50"	S70°41'25"W	8.70'
C2	50.00'	46.76'	53°34'39"	S38°54'40"W	45.07'



Point of Commencement
SW CORNER LOT 144

Point of Beginning



REVISED 5/9/17 JOB NO. 2017-203-2 PER ENGINEER

SHEET 1 OF 2
SJCUD EASEMENT

JOB NO. 2017-203-1
 DRAFTER SPB
 DATE 4/7/2017
 SCALE AS NOTED
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

GREGORY B. CLARY, P.S.M., CERT. NO. 3377

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 280-2703
 WWW.CLARYASSOC.COM

MAP SHOWING

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 144, AS SHOWN ON THE PLAT OF WHISPER CREEK PHASE 2 UNIT A, AS RECORDED IN MAP BOOK 79, PAGES 83 AND 84, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID CORNER ALSO LYING ON THE WESTERLY RIGHT OF WAY OF SPLIT OAK ROAD (A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 8.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°41'25" WEST, 8.70 FEET, TO A POINT ON SAID CURVE, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 46.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°54'40" WEST, 45.07 FEET; THENCE NORTH 83°37'00" WEST, 227.31 FEET; THENCE NORTH 04°11'11" EAST, 38.03 FEET; THENCE SOUTH 83°37'00" EAST, 253.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.21 ACRES, MORE OR LESS.

LEGEND

R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
SJCUD = ST. JOHNS COUNTY UTILITY DEPARTMENT
SJC = ST. JOHNS COUNTY
M.B. = MAP BOOK
NO. = NUMBER
PG(S). = PAGE(S)

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY R/W LINE OF SPLIT OAK ROAD, AS NORTH 83°37'00" WEST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. INTERIOR IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD NOT SHOWN HEREON THAT MAY AFFECT THIS PARCEL.
5. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

SHEET 2 OF 2
SJCUD EASEMENT


REVISED 5/9/17 JOB NO. 2017-203-2 PER ENGINEER

JOB NO. 2017-203-1

DRAFTER SPB

DATE 4/7/2017

SCALE AS NOTED

CHECKED BY: 

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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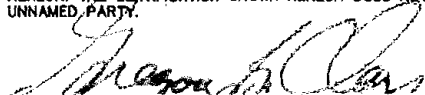

GREGORY B. CLARY, P.S.M. CERT. NO. 3377



EXHIBIT "C" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4th day of APRIL, 2017 by Six Mile Creek Investment Group, LLC, with an address of 7807 Baymeadows Road, Suite 205, Jacksonville, FL 32256, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

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

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and gravity sewer collection system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

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

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

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

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

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

2. (a) WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

John Z. Brecht
Witness

By: Michael C. Taylor
Its: Vice President

JOHN ZACHARY BRECHT
Print Name
[Signature]
Witness

Scott A. Wild
Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 4th day of April, 2017, by Michael C. Taylor who is personally known to me or has produced _____ as identification.

Gloria J. Stephens
Notary Public

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires Sep. 25, 2017
Commission No. FF 34039

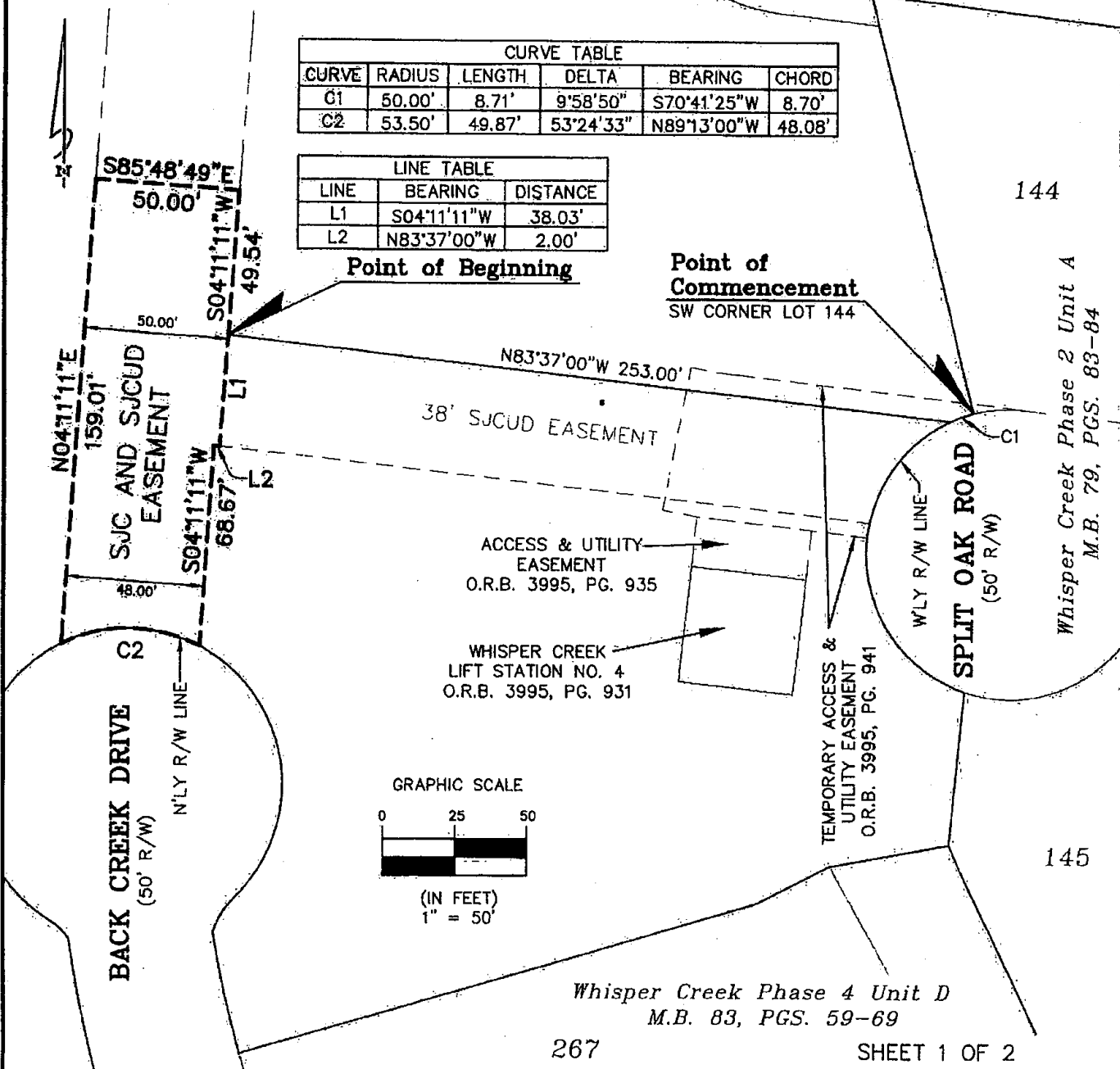
EXHIBIT "A"
EASEMENT AREA
(SEE ATTACHED)

MAP SHOWING

A PORTION OF SECTION 38, THE ANTONIO HUERTAS GRANT,
TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	50.00'	8.71'	9°58'50"	S70°41'25"W	8.70'
C2	53.50'	49.87'	53°24'33"	N89°13'00"W	48.08'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S04°11'11"W	38.03'
L2	N83°37'00"W	2.00'



REVISED 5/9/17 JOB NO. 2017-203-2 PER ENGINEER

267 SHEET 1 OF 2
SJC AND SJCUD EASEMENT

JOB NO. 2017-203-2
DRAFTER SPB
DATE 4/7/2017
SCALE AS NOTED

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 GROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

MAP SHOWING

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 144, AS SHOWN ON THE PLAT OF WHISPER CREEK PHASE 2 UNIT A, AS RECORDED IN MAP BOOK 79, PAGES 83 AND 84, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, SAID CORNER ALSO LYING ON THE WESTERLY RIGHT OF WAY LINE OF SPLIT OAK ROAD (A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 8.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°41'25" WEST, 8.70 FEET; THENCE NORTH 83°37'00" WEST, 253.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 04°11'11" WEST, 38.03 FEET; THENCE NORTH 83°37'00" WEST, 2.00 FEET; THENCE SOUTH 04°11'11" WEST, 68.67 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF BACK CREEK DRIVE (A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED), AS SHOWN ON THE PLAT OF WHISPER CREEK PHASE 4 UNIT D, AS RECORDED IN MAP BOOK 83, PAGES 59 THROUGH 69, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, AND THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 53.50 FEET, AN ARC DISTANCE OF 49.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°13'00" WEST, 48.08 FEET; THENCE NORTH 04°11'11" EAST, 159.01 FEET; THENCE SOUTH 85°48'49" EAST, 50.00 FEET; THENCE SOUTH 04°11'11" WEST, 49.54 FEET, TO THE POINT OF BEGINNING,

CONTAINING 0.17 ACRES, MORE OR LESS.

LEGEND

R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
SJCUD = ST. JOHNS COUNTY UTILITY DEPARTMENT
SJC = ST. JOHNS COUNTY
M.B. = MAP BOOK
NO. = NUMBER
PG(S). = PAGE(S)

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY R/W LINE OF SPLIT OAK ROAD, AS NORTH 83°37'00" WEST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. INTERIOR IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD NOT SHOWN HEREON THAT MAY AFFECT THIS PARCEL.
5. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

SHEET 2 OF 2

REVISED 5/9/17 JOB NO. 2017-203-2 PER ENGINEER

SJC AND SJCUD EASEMENT

JOB NO. 2017-203-2
DRAFTER SPB
DATE 4/7/2017
SCALE AS NOTED

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.


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THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



GREGORY B. CLARY, P.S.M. CERT. NO. 3377



CHECKED BY 

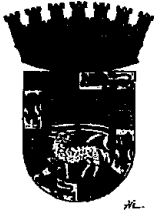


EXHIBIT "D" TO RESOLUTION
BILL OF SALE
UTILITY IMPROVEMENTS
 for

TrailMark Phase 4D

Six Mile Creek Community Development District, (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

See Exhibit 'A' – Construction Schedule of Values

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 29 of DECEMBER, 2016

WITNESS:

Sara G. Zebouni
 Witness Signature

SARA G. ZEBOUNI
 Print Witness Name

OWNER:

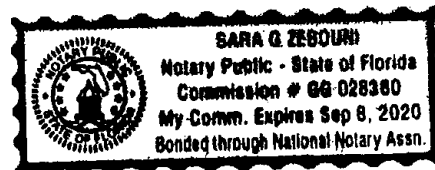
Christian W. Kuhn
 Owner's Signature

CHRISTIAN W. KUHN
 Print Owner's Name

State of Florida
 County of DUVAL

The foregoing instrument was acknowledged before me this 29 day of DECEMBER, 2016, by CHRISTIAN W. KUHN who is personally known to me or has produced _____ as identification.

Sara G. Zebouni
 Notary Public
SARA G. ZEBOUNI





St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Trailmark 4D
 Contractor: Florida Roads Contracting, LLC
 Developer: Six Mile Creek Community Development District

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
16" DR 18 PVC	LF	660.00	\$ 59.56	\$ 39,310.11
10" HDPE	LF	320.00	\$ 41.70	\$ 13,342.71
8" DR 18 PVC	LF	4,960.00	\$ 18.66	\$ 92,576.85
4" DR 18 PVC	LF	1,060.00	\$ 15.14	\$ 16,050.98
			\$ -	\$ -
Water Valves (Size and Type)				
M&H AWWA C509 - 16" Valve	Ea	2	\$ 4,521.01	\$ 9,042.02
M&H AWWA C509 - 10" Valve	Ea	1	\$ 1,041.98	\$ 1,041.98
M&H AWWA C509 - 8" Valve	Ea	14	\$ 911.07	\$ 12,754.98
			\$ -	\$ -
			\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" - M & H AWWA C 502 Fire Hydrant	Ea	10	\$ 3,224.79	\$ 32,247.90
2" - Carson MSCBC - 1118 Flushing Hyd.	Ea	8	\$ 868.13	\$ 6,945.04
			\$ -	\$ -
Services (Size and Type)				
6" DR 18 - Long Double	Ea	12	\$ 753.04	\$ 9,036.48
6" DR 18 - Short Double	Ea	7	\$ 649.85	\$ 4,548.95
6" DR 18 - Long Single	Ea	8	\$ 609.96	\$ 4,879.68
6" DR 18 - Short Single	Ea	19	\$ 515.80	\$ 9,800.20
			\$ -	\$ -
Total Water System Cost				\$ 251,577.88



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Trailmark 4D
 Contractor: Florida Roads Contracting, LLC
 Developer: Six Mile Creek Community Development District

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
8" DR HDPE	LF	120	\$ 37.02	\$ 4,442.37
6" DR 25 PVC	LF	600	\$ 29.33	\$ 17,597.83
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
2" Air Release Valve	Ea	1	\$ 5,348.47	\$ 5,348.47
6" Valve	Ea	2	\$ 648.48	\$ 1,296.96
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR 26 PVC 4-6'	LF	515.00	\$ 32.47	\$ 16,721.88
8" DR 26 PVC 6-8'	LF	1,143.00	\$ 33.08	\$ 37,810.07
8" DR 26 PVC 8-10'	LF	1,059.00	\$ 35.37	\$ 37,456.48
8" DR 26 PVC 10-12'	LF	769.00	\$ 38.63	\$ 29,706.22
8" DR 26 PVC 12-14'	LF	288.00	\$ 26.35	\$ 7,588.20
8" DR 26 PVC 14-16'	LF	487.00	\$ 41.74	\$ 20,327.22
Laterals (Size and Type)				
6" DR 35	EA	66	\$ 901.47	\$ 59,497.02
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
Type A Manhole 0-4'	EA	1	\$ 5,668.02	\$ 5,668.02
Type A Manhole 4-6'	EA	5	\$ 3,833.56	\$ 19,167.79
Type A Manhole 6-8'	EA	6	\$ 4,791.47	\$ 28,748.81
Type A Manhole 8-10'	EA	4	\$ 5,719.28	\$ 22,877.11
Type A Manhole 10-12'	EA	4	\$ 5,345.88	\$ 21,383.51
Type A Manhole 12-14'	EA	1	\$ 5,755.40	\$ 5,755.40
Type B Manhole 10-12'	EA	1	\$ 8,992.60	\$ 8,992.60
Type B Manhole 12-14'	EA	1	\$ 10,082.62	\$ 10,082.62
Type B Manhole 14-16'	EA	1	\$ 10,552.33	\$ 10,552.33
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 371,020.89

\$ 371,020.89



EXHIBIT "E" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

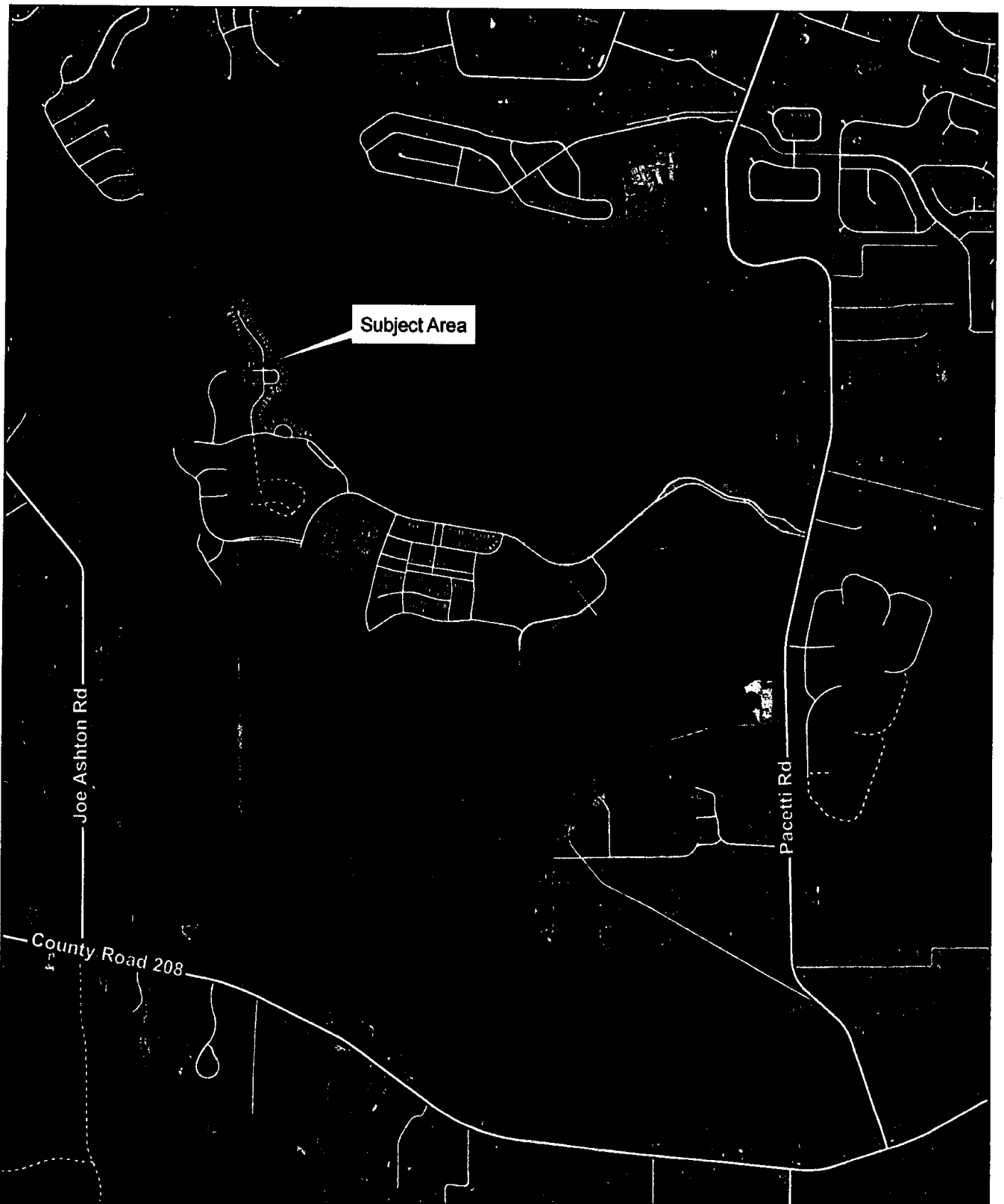
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Trailmark Phase 4D
DATE: July 11, 2017

Please present the Easement, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Trailmark Phase 4D.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.

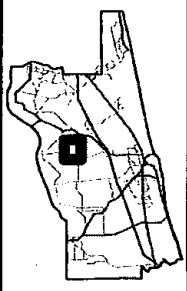


Subject Area

Joe Ashton Rd

Pacetti Rd

County Road 208



2013 Aerial Imagery
 0 500 1,000
 Feet
 August 14, 2017

Trailmark (Whisper Creek)
 Phase 4 Unit D

Easement & Bill of Sale

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown herein.

