

RESOLUTION NO. 2018- 105

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED, FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES, AND BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE REUSE, WATER AND SEWER SYSTEMS TO SERVE OCEAN RIDGE (F/K/A RIDGE AT ST. AUGUSTINE BEACH) LOCATED OFF MICKLER BOULEVARD AND 11TH STREET IN ST. AUGUSTINE BEACH, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A MAINTENANCE AND HOLD HARMLESS AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

RECITALS

WHEREAS, Ocean Ridge Developers, LLC, a Florida limited liability company, has executed and presented to the County a Special Warranty Deed, an Easement for Utilities, and a Bill of Sale and Schedule of Values, attached hereto as Exhibits "A," "B" and "C," incorporated by reference and made a part hereof, conveying all personal property associated with the reuse, water and sewer systems to serve Ocean Ridge (f/k/a Ridge at St. Augustine Beach) located off Mickler Boulevard and 11th Street in St. Augustine Beach; and

WHEREAS, S.E. Cline Construction, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty, attached hereto as Exhibits "D" and "E," incorporated by reference and made a part hereof, for work performed at Ocean Ridge (f/k/a Ridge at St. Augustine Beach); and

WHEREAS, Ocean Ridge Neighborhood Association, Inc. and the City of St. Augustine Beach have requested St. Johns County enter into a Maintenance and Hold Harmless Agreement, attached hereto as Exhibit "F," incorporated by reference and made a part hereof, regarding maintenance of the streets within Ocean Ridge constructed of brick pavers; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "G," 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 Special Warranty Deed, Easement for Utilities, Bill of Sale and Schedule of Values, Final Release of Lien, and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. The Board of County Commissioners hereby approve the terms of the Maintenance and Hold Harmless Agreement and the County Administrator, or designee, is hereby authorized to execute the agreement in substantially the same form attached hereto as Exhibit "F" on behalf of the County for the purposes mentioned above.

Section 4. 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 5. The Clerk of the Court is instructed to record the original Special Warranty Deed, Easement for Utilities, Final Release of Lien, and Maintenance and Hold Harmless Agreement and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3 day of April, 2018.

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

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

Ram Halterman
Deputy Clerk

RENDITION DATE 4/5/18



EXHIBIT "A" TO RESOLUTION

This Instrument Prepared By:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 13th day of September 2017 is by and from **Ocean Ridge Developers, LLC** whose address is 1102 A1A North, Ponte Vedra Beach, FL 32082, hereinafter called the Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee.

(Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows:

Tract C of the plat of Ridge at St. Augustine Beach, as recorded in Plat Book 86, Page 37 of the Public Records of St. Johns County, Florida

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to ad valorem property taxes accruing subsequent to December 31, 2016; and covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

WITNESSES

Patricia H. Gray
Print Name: Patricia H. Gray

T. Cotton
Print Name: T. Cotton

OCEAN RIDGE DEVELOPERS, LLC

By: Neighborhood Realty, Inc

Its: Manager

By: James N. McGarvey Jr.

Its: President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13 day of September, 2017, by James N. McGarvey Jr., its _____ who is personally known to me or has produced _____ as identification.

Patricia H. Gray
Notary Public

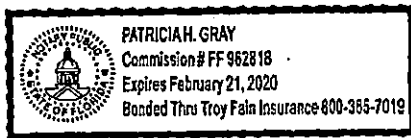


EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 28th day of June, 2017
by Ocean Ridge Developers, LLC, with an address of 1102 A1A North, Suite 102, Ponte
Vedra Beach, FL, 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. 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:

OCEAN RIDGE DEVELOPERS, LLC

Patricia H. Gray
Witness

By: Neighborhood Realty, Inc.
Its: Manager

Patricia H. Gray
Print Name

By: [Signature]
Its: President

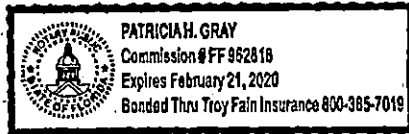
[Signature]
Witness

Diana Robertson
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 28 day of June, 2017, by James N. McGarvey, Jr who is personally known to me or has produced _____ as identification.

Patricia H. Gray
Notary Public



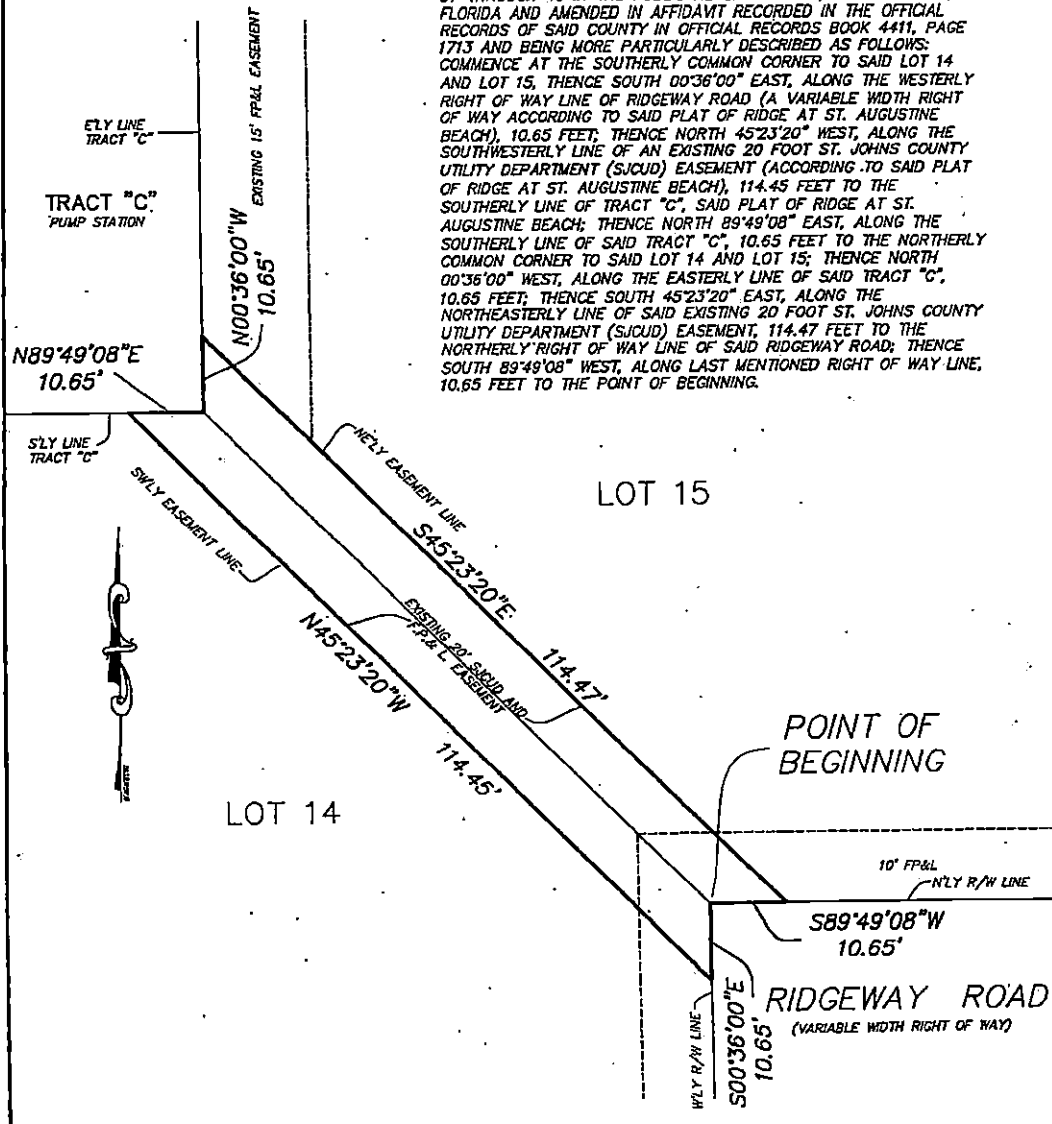
MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PORTION OF LOT 14 AND LOT 15, RIDGE AT ST. AUGUSTINE BEACH ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 86, PAGES 37 THROUGH 40 IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND AMENDED IN AFFIDAVIT RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 4411, PAGE 1713.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF LOT 14 AND LOT 15, RIDGE AT ST. AUGUSTINE BEACH ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 86, PAGES 37 THROUGH 40 IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND AMENDED IN AFFIDAVIT RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 4411, PAGE 1713 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHERLY COMMON CORNER TO SAID LOT 14 AND LOT 15, THENCE SOUTH 00°36'00" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF RIDGEWAY ROAD (A VARIABLE WIDTH RIGHT OF WAY ACCORDING TO SAID PLAT OF RIDGE AT ST. AUGUSTINE BEACH), 10.65 FEET; THENCE NORTH 45°23'20" WEST, ALONG THE SOUTHWESTERLY LINE OF AN EXISTING 20 FOOT ST. JOHNS COUNTY UTILITY DEPARTMENT (SJCUD) EASEMENT (ACCORDING TO SAID PLAT OF RIDGE AT ST. AUGUSTINE BEACH), 114.45 FEET TO THE SOUTHERLY LINE OF TRACT "C", SAID PLAT OF RIDGE AT ST. AUGUSTINE BEACH; THENCE NORTH 89°49'08" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT "C", 10.65 FEET TO THE NORTHERLY COMMON CORNER TO SAID LOT 14 AND LOT 15; THENCE NORTH 00°36'00" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "C", 10.65 FEET; THENCE SOUTH 45°23'20" EAST, ALONG THE NORTHEASTERLY LINE OF SAID EXISTING 20 FOOT ST. JOHNS COUNTY UTILITY DEPARTMENT (SJCUD) EASEMENT, 114.47 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID RIDGEWAY ROAD; THENCE SOUTH 89°49'08" WEST, ALONG LAST MENTIONED RIGHT OF WAY LINE, 10.65 FEET TO THE POINT OF BEGINNING.



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

- NOTES**
1. Bearings are based on the WLY R/W LINE OF RIDGEWAY ROAD AS 500°36'00"E
 2. This is a SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY).
 3. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
 4. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown herein.

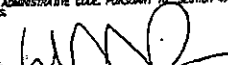
LEGEND		DATE
⊙	DENOTES CONCRETE MONUMENT	9-07-2017
-x-	DENOTES FENCE	SCALE 1"=20'
○	DENOTES 1/2" IRON PIPE SET	JOB No. 2017-356
○	NEW 6" R. MILLER & ASSOC.	F.B. N/A
●	DENOTES IRON PIPE FOUND (NOTED)	page N/A
		Comp. File 17-356
		Drawn by G.J.B.

RICHARD A. MILLER & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 8701 BEACH BOULEVARD, SUITE 200
 JACKSONVILLE, FLORIDA 32216
 Fax (904) 721-5758
 Tele. (904) 721-1226

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP.	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	O.H.L.	Overhead Lines

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 53-17, (Formerly CHAPTER 8103-01, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: 
 WILLIAM J. MELROZE, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 5843

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

ALL OF TRACT "E", RIDGE AT ST. AUGUSTINE BEACH ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 86, PAGES 37 THROUGH 40 IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND AMENDED IN AFFIDAVIT RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 4411, PAGE 1713.

THIS IS NOT A SURVEY

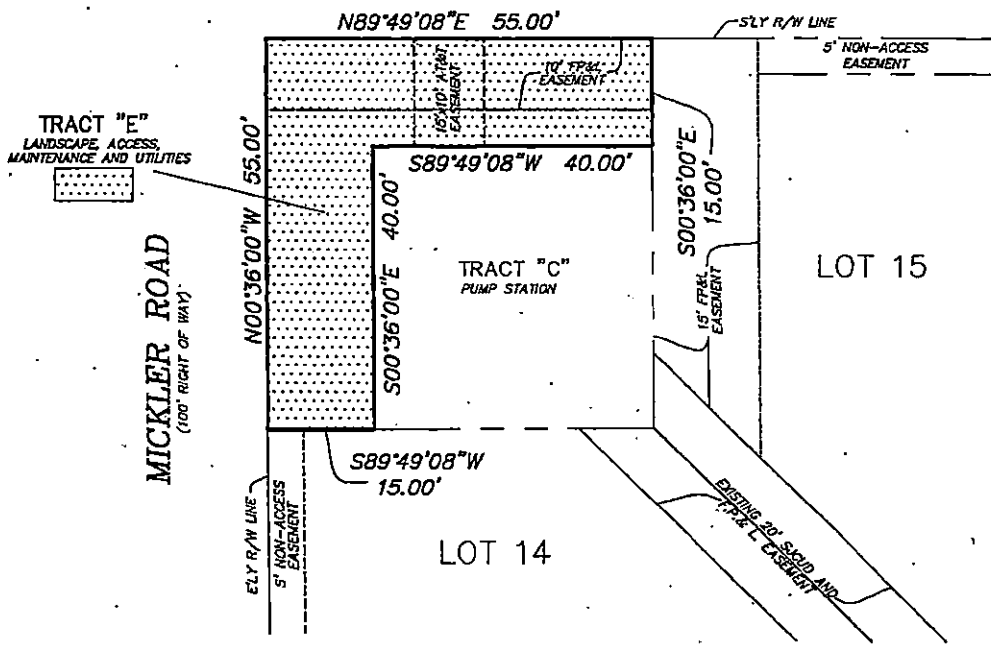
LEGAL DESCRIPTION:

ALL OF TRACT "E", RIDGE AT ST. AUGUSTINE BEACH ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 86, PAGES 37 THROUGH 40 IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND AMENDED IN AFFIDAVIT RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 4411, PAGE 1713.



WEST 11th. STREET

(VARIABLE WIDTH RIGHT OF WAY)



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

NOTES

1. Bearings are based on the WLY R/W LINE OF WEST 11TH STREET AS N89°49'08"E.
2. This is a SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY).
3. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
4. There may be Restrictions or Easements of Record evidenced by Title examination that have not been shown hereon.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.S.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	OHL	Overhead Lines


LEGEND

- ⊙ DENOTES CONCRETE MONUMENT
- X- DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- DENOTES IRON PIPE FOUND (NOTED)

DATE	9-07-2017
SCALE	1"=20'
JOB No.	2017-356
F.B.	N/A
page	N/A
Comp. File	17-356
Drawn by	G.J.B.

RICHARD A. MILLER & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 6701 BEACH BOULEVARD, SUITE 200
 JACKSONVILLE, FLORIDA 32216
 Fax (904) 721-5758
 Tele. (904) 721-1225

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MERICAN TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, §§ 464-17, (formerly CHAPTERS 6101-03, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: 
 WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 5843

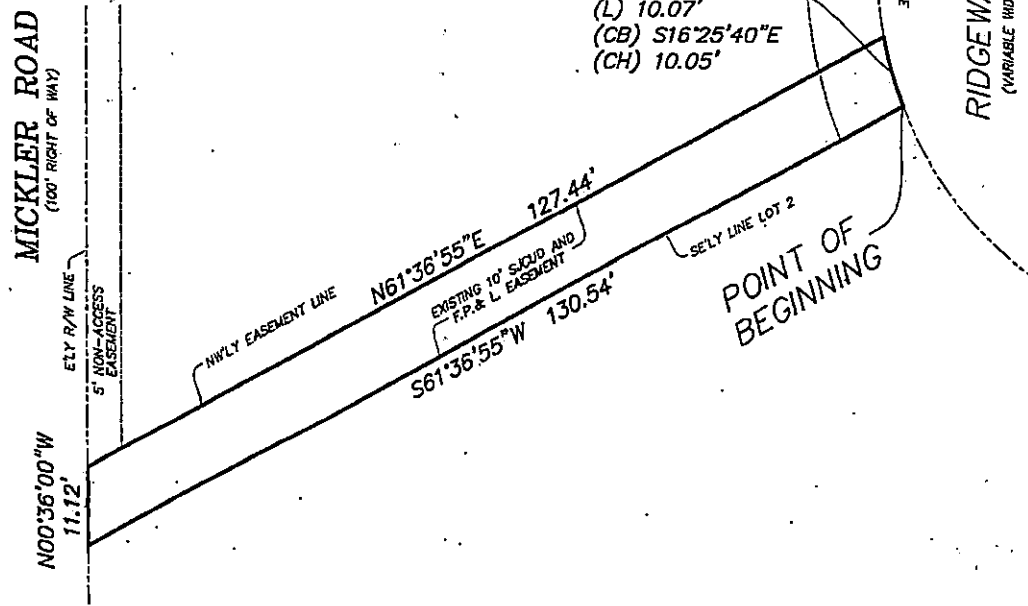
MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PORTION OF LOT 2, RIDGE AT ST. AUGUSTINE BEACH ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 86, PAGES 37 THROUGH 40 IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND AMENDED IN AFFIDAVIT RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 4411, PAGE 1713 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, SAME BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF RIDGEWAY ROAD (A 50 FOOT RIGHT OF WAY ACCORDING TO SAID PLAT OF RIDGE AT ST. AUGUSTINE BEACH), THENCE SOUTH 61°36'55" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 130.54 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MICKLER ROAD (A 100 FOOT RIGHT OF WAY); THENCE NORTH 00°36'00" WEST, ALONG LAST MENTIONED RIGHT OF WAY LINE, 11.12 FEET; THENCE NORTH 61°36'55" EAST, ALONG THE NORTHWESTERLY LINE OF OF AN EXISTING 10 FOOT ST. JOHNS COUNTY UTILITY DEPARTMENT (SJUCUD) EASEMENT (ACCORDING TO SAID PLAT OF RIDGE AT ST. AUGUSTINE BEACH) 127.44 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID RIDGEWAY ROAD; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED RIGHT OF WAY LINE, CONCAVE EASTERLY AND HAVING A RADIUS OF 54.91 FEET, AN ARC DISTANCE OF 10.07 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°25'40" EAST, 10.05 FEET TO THE POINT OF BEGINNING.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF LOT 2, RIDGE AT ST. AUGUSTINE BEACH ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 86, PAGES 37 THROUGH 40 IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND AMENDED IN AFFIDAVIT RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 4411, PAGE 1713 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, SAME BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF RIDGEWAY ROAD (A 50 FOOT RIGHT OF WAY ACCORDING TO SAID PLAT OF RIDGE AT ST. AUGUSTINE BEACH), THENCE SOUTH 61°36'55" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 130.54 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MICKLER ROAD (A 100 FOOT RIGHT OF WAY); THENCE NORTH 00°36'00" WEST, ALONG LAST MENTIONED RIGHT OF WAY LINE, 11.12 FEET; THENCE NORTH 61°36'55" EAST, ALONG THE NORTHWESTERLY LINE OF OF AN EXISTING 10 FOOT ST. JOHNS COUNTY UTILITY DEPARTMENT (SJUCUD) EASEMENT (ACCORDING TO SAID PLAT OF RIDGE AT ST. AUGUSTINE BEACH) 127.44 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID RIDGEWAY ROAD; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED RIGHT OF WAY LINE, CONCAVE EASTERLY AND HAVING A RADIUS OF 54.91 FEET, AN ARC DISTANCE OF 10.07 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°25'40" EAST, 10.05 FEET TO THE POINT OF BEGINNING.



LOT 2
 (CA) 10°30'23"
 (R) 54.91'
 (L) 10.07'
 (CB) S16°25'40"E
 (CH) 10.05'

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

- NOTES**
1. Bearings are based on the CHORD BEARING for the WLY R/W LINE of RIDGEWAY ROAD AS S16°25'40"E.
 2. This is a SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY).
 3. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
 4. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown herein.

LEGEND		DATE
⊙	DENOTES CONCRETE MONUMENT	9-07-2017
⊙	DENOTES FENCE	SCALE 1"=20'
⊙	DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.	JOB No. 2017-356
⊙	DENOTES IRON PIPE FOUND (NOTED)	F.B. N/A
		page N/A
		Comp. File 17-356
		Drawn by G.J.B.

RICHARD A. MILLER & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 6701 BEACH BOULEVARD, SUITE 200
 JACKSONVILLE, FLORIDA 32216
 Fax (904) 721-5758
 Tele. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE USUAL TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 54-11, (formerly CHAPTER #1027-01, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION #72022, FLORIDA STATUTES.

BY: 
 WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 5843

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY			
ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP.	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	O.H.L.	Overhead Lines

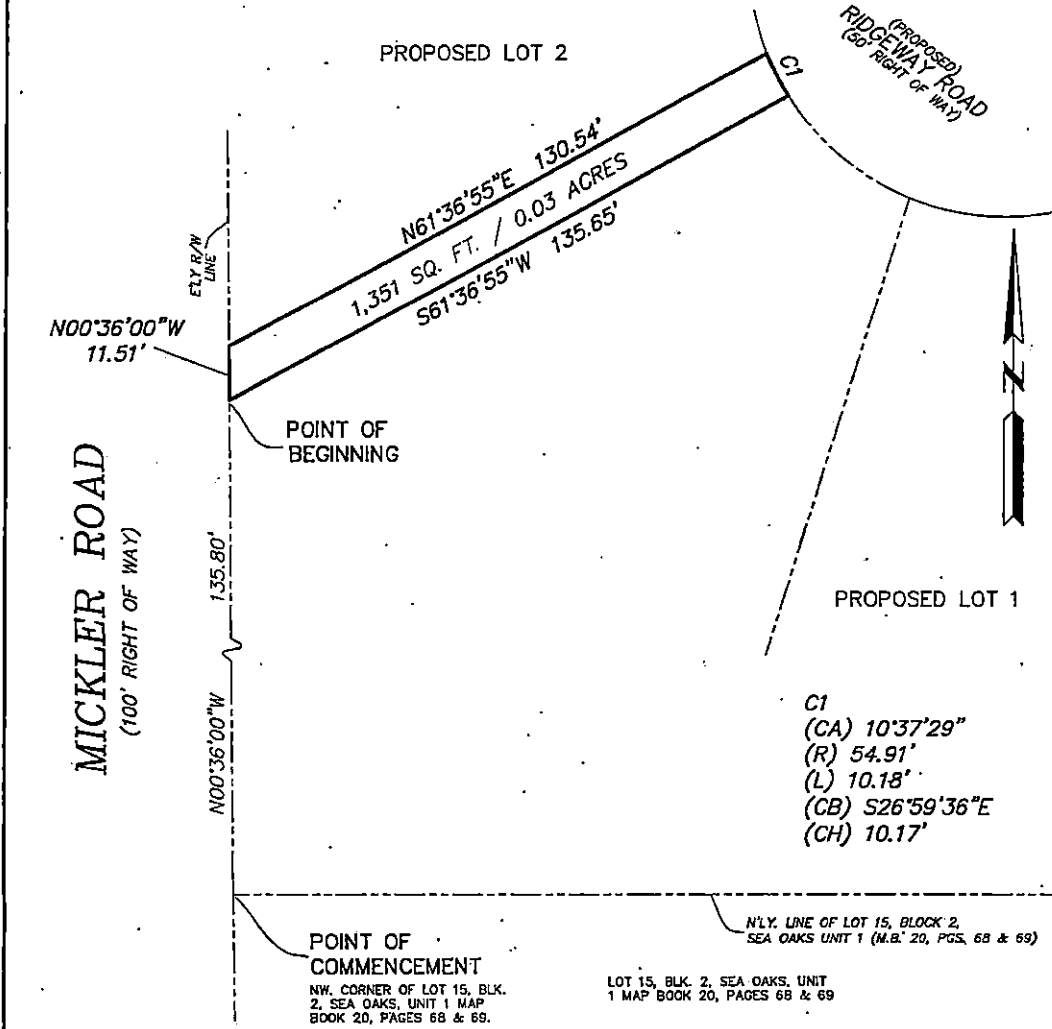
MAP SKETCH AND LEGAL DESCRIPTION OF:

A PORTION OF GOVERNMENT LOT 7, SECTION 34, TOWNSHIP 7 SOUTH,
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA,

LEGAL DESCRIPTION:

A PARCEL OF LAND IN GOVERNMENT LOT 7, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCEMENT AT THE NORTHWEST CORNER OF LOT 15, BLOCK 2, SEA OAKS UNIT 1, AS RECORDED IN MAP BOOK 20, PAGES 68 AND 69, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MICKLER BOULEVARD, SAID EAST LINE OF BOULEVARD BEING 50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 7, A DISTANCE OF 135.80 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, ALONG LAST MENTIONED EAST LINE, A DISTANCE OF 11.51 FEET; THENCE NORTH 61 DEGREES 36 MINUTES 55 SECONDS EAST, DEPARTING AFOREMENTIONED EAST LINE, 130.54 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 54.91 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, AN ARC DISTANCE OF 10.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27 DEGREES 00 MINUTES 49 SECONDS EAST, 10.17 FEET; THENCE SOUTH 61 DEGREES 36 MINUTES 55 SECONDS WEST, 135.65 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 1,351 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

- NOTES**
- Bearings are based on the BEARINGS BASED ON THE EASTERLY RIGHT OF WAY LINE OF MICKLER ROAD, BEARING N00°36'00"W.
 - This is NOT A SURVEY.
 - Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
 - There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

LEGEND

- ⊙ DENOTES CONCRETE MONUMENT
- X--- DENOTES 6" WOOD FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- DENOTES IRON PIPE FOUND (GLAITS, UNLESS NOTED)
- X DENOTES CROSS CUT

Date: 4-12-2017
 Scale: 1"=30'
 Job No. 2006-244-17
 F.B. N/A
 Page: N/A
 Comp. File: 6-244-17.dwg
 Drawn By: G.J.B.

RICHARD A. MILLER & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 6701 BEACH BLVD., SUITE #200
 JACKSONVILLE, FLORIDA 32216
 Fax (904) 721-5758
 Tele. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MODERN TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 34-17, (formerly CHAPTER 6107-60), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.

BY: WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 5843

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY			
ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
PCP	Permanent Control Point	LB	Licensed Business
PRM	Permanent Reference Monument	RLS	Registered Land Surveyor
POB	Point of Beginning	SEA	Seal of the State of Florida
PC	Point of Curvature	EA	Equipment
PT	Point of Tangency	A/C	Air Conditioner
PRC	Point of Reverse Curvature	CAV	Cable Television
PCC	Point of Compound Curvature	(R)	Record Plot
R/W	Right of Way	(F.M.)	Field Measured
OR	Official Records Book or Volume	(L)	Radius equals
PB	Plot Book	L=	Arc Length equals
PS	Post	Ch=	Chord Bearing & Distance equals
BRL	Building Restriction Line	Δ=	Delta or Central Angle equals
ESMT	Easement	IP	Iron Pipe
(R)	Radial	CONC	Concrete

EXHIBIT "C" TO RESOLUTION



BILL OF SALE
UTILITY IMPROVEMENTS
for

Ocean Ridge (Ridge at St. Augustine Beach)

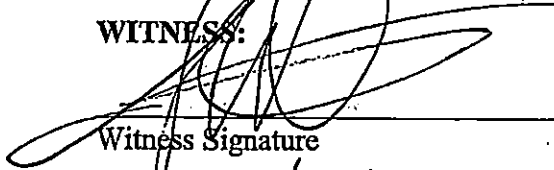
OCEAN RIDGE DEVELOPERS, LLC, (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**,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

SEE EXHIBIT A SCHEDULE OF VALUES FOR Potable water mains, valves, fittings, services and hydrants, reuse water mains, valves, fittings and services, gravity sewer lines, manholes and laterals, lift station and force main located in right of ways, easements and deeded parcels in the platted lands of Ridge at St. Augustine Beach, as recorded in Plat Book 86, Page 37 of the Public Records of St. Johns County, Florida and as constructed in the adjacent right of ways of 11th Street and Mickler Blvd., St Augustine Beach, Florida.

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 6 of Sept, 2017

WITNESS:

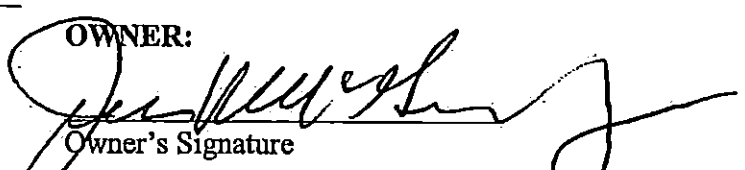


Witness Signature

Steve Austin

Print Witness Name

OWNER:



Owner's Signature

James N McGarvey Jr.

Print Owner's Name Mar.

State of FLORIDA
County of CLAY

The foregoing instrument was acknowledged before me this 6th day of SEPTEMBER, 2017, by JAMES N. McGARVEY JR. who is personally known to me or has produced KNOWN TO ME as identification.

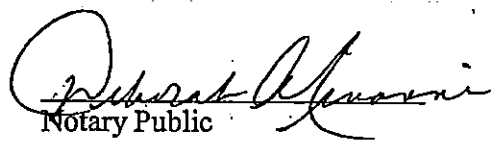

Notary Public



EXHIBIT "A" TO BILL OF SALE



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Ocean Ridge Subdivision
 Contractor: S.E. Cline Construction, Inc.
 Developer: Ocean Ridge Developers, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
6" DR-18 PVC	LF	240	\$ 24.40	\$ 5,856.00
4" DR-18 PVC	LF	3,680	\$ 22.80	\$ 83,904.00
6" DR-11 directional drill pipe	LF	280	\$ 35.00	\$ 9,800.00
8" DR-11 directional drill pipe	LF	120	\$ 40.20	\$ 4,824.00
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
6" gate valves	Ea	3	\$ 745.00	\$ 2,235.00
4" gate valves	Ea	10	\$ 590.00	\$ 5,900.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Services (Size and Type)				
1" HDPE SDR 9 reuse services	Ea	73	\$ 1,487.00	\$ 108,551.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost			\$	221,070.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	Ocean Ridge Subdivision
Contractor:	S.E. Cline Construction, Inc.
Developer:	Ocean Ridge Developers, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR-18 PVC	LF	4,480	\$ 24.40	\$ 109,312.00
4" DR-18 PVC	LF	140	\$ 22.80	\$ 3,192.00
8" DR-11 directional drill pipe	LF	460	\$ 40.20	\$ 18,492.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6" gate valves	Ea	22	\$ 795.00	\$ 17,490.00
6" tapping valve	Ea	1	\$ 1,238.00	\$ 1,238.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants/Assembly (Size and Type)				
6" Mueller hydrant assembly	Ea	6	\$ 3,012.00	\$ 18,072.00
			\$ -	\$ -
			\$ -	\$ -
Services (Size and Type)				
1" HDPE SDR 9 water services	Ea	73	\$ 1,510.00	\$ 110,230.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 278,026.00



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Ocean Ridge Subdivision
 Contractor: S.E. Cline Construction, Inc.
 Developer: Ocean Ridge Developers, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
6" DR-11 directional drill pipe	LF	40	\$ 35.00	\$ 1,400.00
4" SDR-25 PVC	LF	35	\$ 29.00	\$ 1,015.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
4" tapping valve	Ea	1	\$ 2,190.00	\$ 2,190.00
4" gate valve	Ea	1	\$ 865.00	\$ 865.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" SDR-26 PVC (4'-6' deep)	LF	678	\$ 28.25	\$ 19,153.50
8" SDR-26 PVC (6'-8' deep)	LF	1,449	\$ 31.60	\$ 45,788.40
8" SDR-26 PVC (8'-10' deep)	LF	158	\$ 35.25	\$ 5,569.50
8" SDR-26 PVC (10'-12' deep)	LF	853	\$ 39.00	\$ 33,267.00
Laterals (Size and Type)				
6" sewer lateral standard length	EA	68	\$ 910.00	\$ 61,880.00
6" sewer lateral extra long length	EA	4	\$ 1,140.00	\$ 4,560.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA	5	\$ 3,670.00	\$ 18,350.00
6-8 foot deep	EA	8	\$ 3,995.00	\$ 31,960.00
6-8 foot deep with liner	EA	1	\$ 6,120.00	\$ 6,120.00
8-10 foot deep	EA	2	\$ 4,600.00	\$ 9,200.00
10-12 foot deep	EA	1	\$ 4,970.00	\$ 4,970.00
10-12 foot deep with liner	EA	2	\$ 7,985.00	\$ 15,970.00
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 44,104.00	\$ 44,104.00
Process Piping	Lump Sum	1	\$ 33,285.00	\$ 33,285.00
Process Structure	Lump Sum	1	\$ 40,120.00	\$ 40,120.00
Process Electrical Equipment	Lump Sum	1	\$ 35,091.00	\$ 35,091.00
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 414,858.40

EXHIBIT "D" TO RESOLUTION



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$ 913,954.40 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 8/31/2017 to Ocean Ridge Developers, LLC . to the following described property:

Potable water mains, valves, fittings, services and hydrants, reuse water mains, valves, fittings and services, gravity sewer lines, manholes and laterals, lift station and force main located in right of ways, easements and deeded parcels in the platted lands of Ridge at St. Augustine Beach, as recorded in Plat Book 86, Page 37 of the Public Records of St. Johns County, Florida and as constructed in the adjacent right of ways of 11th Street and Mickler Blvd., St Augustine Beach, Florida.

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 5th of September 2017

WITNESS:

[Signature]
Witness Signature
Jackson Sampselle
Print Witness Name

LIENOR:

[Signature]
Lienor's Signature
Scott Sowers
Print Lienor's Name

State of FL
County of Flagler

The foregoing instrument was acknowledged before me this 5th day of Sept, 2017, by Scott Sowers who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



EXHIBIT "E" TO RESOLUTION



**WARRANTY
UTILITY IMPROVEMENTS**

Date: September 5, 2017

Project Title: Ocean Ridge Subdivision
St. Johns County, Florida

FROM: S.E. Cline Construction, Inc.
18 Utility Drive
Palm Coast, FL 32137

TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

Contractor:

Scott Sowers
Contractor's Signature

Scott D. Sowers
Print Contractor's Name

State of FL
County of Flagler

The foregoing instrument was acknowledged before me this 5th day of Sept-, 2007, by Scott Sowers who is personally known to me or has produced _____ as identification.

Maria Ayala
Notary Public

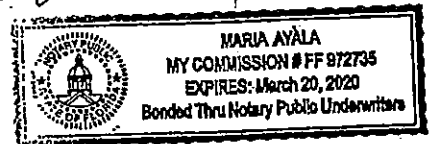


EXHIBIT "F" TO RESOLUTION

**MAINTENANCE
AND HOLD HARMLESS AGREEMENT**

This **MAINTENANCE AND HOLD HARMLESS AGREEMENT** ("**Agreement**") is made and entered into this ____ day of _____, 2018, by and among **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("**County**"), **THE CITY OF ST. AUGUSTINE BEACH**, a municipal corporation of the State of Florida, whose address is 2200 A1A South, St. Augustine, Florida 32080 ("**City**"), and **OCEAN RIDGE NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 1102 A1A North, Suite 102, Ponte Vedra Beach, Florida 32082 ("**HOA**").

Recitals

WHEREAS, the HOA is the homeowners association for the Ocean Ridge community located in the City of St. Augustine Beach, Florida ("**Ocean Ridge**");

WHEREAS, the streets within Ocean Ridge were dedicated to the City for ownership and maintenance and a water and sewer utility easement was granted to the County, both pursuant to the Plat of Ridge at St. Augustine Beach, recorded at Map Book 86, Page 37, as Amended by Affidavit recorded in OR Book 4411, Page 1713 of the Public Records of St. Johns County, Florida (the "**Plat**");

WHEREAS, Ocean Ridge Developers, LLC, the developer of Ocean Ridge, has constructed the streets within Ocean Ridge, including brick pavers within portions of such streets, at its expense, in the locations shown on attached **Exhibit "A"** incorporated and made a part hereof;

WHEREAS, the City and County agreed to allow the construction of brick pavers within the Ocean Ridge streets, including within the utility easement granted to the County on the Plat (the "**Improvements**"), with the understanding that the HOA would indemnify and hold the City and County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of the installation, maintenance or construction of such pavers and certain other conditions;

WHEREAS, the HOA shall have the responsibility for the maintenance, repair and replacement of such Improvements.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the City, the County and the HOA agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. The HOA may maintain or cause to be maintained the Improvements in the City's right-of-way and the County's water and sewer utility easement as shown on Exhibit "A", subject to the terms and conditions contained herein. The cost of maintenance, repair or replacement of such Improvements shall be paid by the HOA. It is expressly stipulated that this Agreement is a license for permissive use only and that the placement of the Improvements shall not operate to create or vest any property rights to said HOA. Moreover, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all or any portion of said City owned right-of-way or County-held utility easement, as solely determined by the City or County, as applicable, in its reasonable discretion, any or all of said Improvements shall be promptly removed from said road or easement at the expense of the HOA and relocated or reset as the parties agree.

Section 3. Indemnification. To the extent permitted by Florida law, the HOA, agrees to protect, defend, indemnify and hold the City and County, their tenants, elected officials, officers, employees and agents, harmless from and against any and all third party (including employees of the Association and its contractors and subcontractors) claims, liability, losses and /or causes of action, which may arise from any act or omission of the HOA staff, employees or agents (including court costs, reasonable attorneys' fees, and any costs associated with administrative actions, arbitration, or mediation) associated with or connected with the construction or use of the City's right-of-way and the County's water and sewer utility easement in connection with the Improvements.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying such Improvements located on the City's right-of-way and County's water and sewer utility easement, whether in existence on the date hereto or constructed in the future.

Section 5. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 6. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 7. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the City, the County nor the HOA may assign, transfer and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the City, the County or the HOA assign, transfer or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the

part of either the City, the County or the HOA shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 8. Amendments to Agreement. The City, the County and the HOA acknowledge that this Agreement constitutes the complete agreement and understating of the parties. The City, the County and the HOA acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of the City, the County, and the HOA.

Section 9. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable state or federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party.

Section 10. Permits and Licenses. To the extent that the HOA is required by any federal, state, or local statute, rule, regulation, or ordinance to secure, obtain, or maintain permits or licenses in order to install, maintain, repair, or replace the Improvements, the HOA shall be responsible for securing, obtaining, and maintaining such permits or licenses at its sole expense.

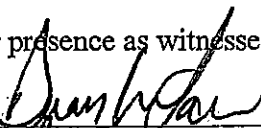
Section 11. Maintenance of Improvements. It shall be the responsibility of the HOA to keep Improvements in good repair and in a safe condition. If the City or County determines in its sole discretion that the Improvements need to be removed, replaced, or repaired, the HOA will have sixty (60) days from the time of notification to remove, replace, or repair the Improvements. If the City or County determines that the condition of the Improvements poses an immediate danger to public safety, the City or County may require less than sixty (60) days for the HOA's removal, replacement, or repair of the Improvements. If the repair, removal, or replacement is not completed within the required time frame, the City or County, as applicable, shall have the right, but not the obligation, to make the removal, repair or replacement and invoice the HOA for reimbursement.

Section 12. Effect of Failure to Insist on Strict Compliance. The failure of any party to insist upon strict performance of any term, condition, provision, or requirement of this Agreement shall not be construed as a waiver of such term, condition, provision, or requirement on any subsequent occasion.

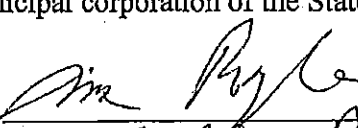
IN WITNESS WHEREOF, the City, the County and the HOA have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered

in our presence as witnesses:

(sign) 
(print) CRANLEY LAW

CITY OF ST. AUGUSTINE BEACH, a
municipal corporation of the State of Florida

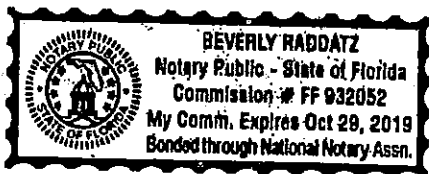
By: 
Print Name: MRR RON LEE

(sign) [Signature]
(print) Danielle Fitzgerald

Its: CITY MANAGED

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 9th day of February, 2018, by MAX ROYLE, as CITY MANAGER of the City of St. Augustine Beach, on behalf of the City, who is personally known to me.



Beverly Raddatz
Notary Public, State of Florida
Name Printed: Beverly RADDATZ
My Commission Expires: 10/29/19

[Notary Seal]

Signed, sealed and delivered
in our presence as witnesses:

**OCEAN RIDGE NEIGHBORHOOD
ASSOCIATION, INC.**, a Florida not-for-
profit corporation

(sign) [Signature]
(print) Dinan Robertson

By: [Signature]
Print Name: JAMES N. MCGARVEY, JR.
Its: President

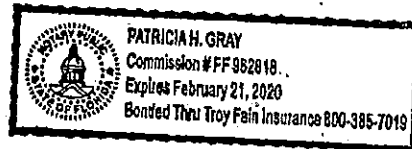
(sign) [Signature]
(print) SEAN MCGARVEY

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th day of March, 2018,
by James N. McGarvey, Jr. as President of Ocean Ridge
Neighborhood Association, Inc., a Florida not-for-profit corporation, who is personally known to
me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Name Printed: Patricia H. Gray
My Commission Expires: 2-21-2020

[Notary Seal]



Signed, sealed and delivered
in our presence as witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State Florida.

(sign) _____
(print) _____

By: _____
Michael D. Wanchick
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Michael D. Wanchick, as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me.

Notary Public, State of Florida
Name Printed: _____
My Commission Expires: _____

[Notary Seal]

SUNSHINE STATE
CALL BEFORE YOU DIG
800-432-4770

LEGEND	
[Symbol]	PROPERTY LINE
[Symbol]	BUILDING S.S. LINE
[Symbol]	CENTRLINE OF ROADWAY
[Symbol]	PROPOSED H.C. RAMP
[Symbol]	PROPOSED SIGN & POST
[Symbol]	PROPOSED CURB & GUTTER
[Symbol]	STREET NAME
[Symbol]	36 LOT NUMBER
[Symbol]	SEUDO - ST. JOHNS COUNTY UTILITY DEPARTMENT
[Symbol]	S.S. - SETBACK

Curve Table					
Curve #	Length	Radius	Delta	Chord (Distance)	Chord Length
C1	12.08	184.63	16.78	38.97	31.71
C2	197.43	274.88	37.88	387.19	378.34
C3	23.82	178.29	16.27	58.94	52.49
C4	20.18	130.23	17.84	50.17	43.88
C5	42.41	180.00	14.28	104.16	112.37
C6	34.91	150.00	22.48	89.40	83.89
C7	43.32	150.00	16.32	107.16	101.88
C8	76.48	20.00	88.23	194.07	194.07
C9	26.52	100.00	17.23	54.17	50.50
C10	133.73	200.00	33.00	289.10	289.10
C11	30.42	100.00	17.23	54.17	50.50
C12	74.91	20.00	88.23	194.07	194.07
C13	23.82	100.00	16.27	58.94	52.49
C14	28.14	107.28	23.32	67.39	61.02
C15	78.42	100.00	16.27	58.94	52.49
C16	16.91	100.00	16.27	58.94	52.49
C17	12.74	100.00	16.27	58.94	52.49
C18	26.18	100.00	17.23	54.17	50.50
C19	27.44	124.13	24.43	69.17	63.64

Parcel Line Table	
Line #	Description
L1	117.02
L2	110.00
L3	48.42
L4	413.43
L5	43.33
L6	238.29
L7	26.71
L8	63.27
L9	79.18
L10	121.43
L11	18.82
L12	189.00

NOTE: CAUTION TO BE EXERCISED TO PROTECT EXISTING TREES. EXISTING TREES SHALL BE MAINTAINED IN ORDER TO SAVE TREES.

SETBACK DISTANCES (MINIMUMS METERS)	
FRONT	3.0
SIDE	3.0
BACK	3.0
CORNER	3.0

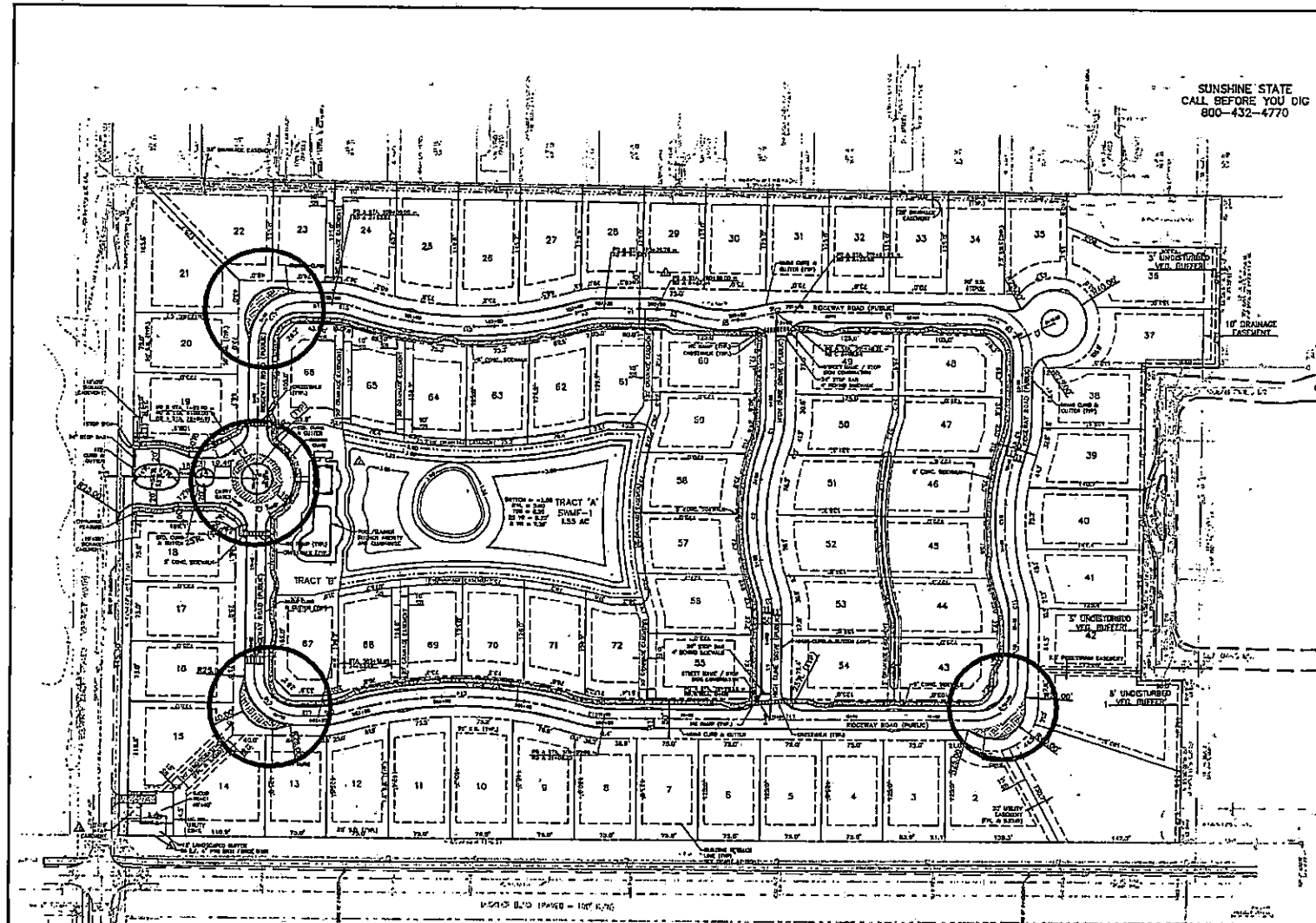


Exhibit A

Designer: MCL Drawn: ANB Checked: MEL Date: RCW	Released For Construction By: OW Connelly & Wicker Inc. Planning • Engineering • Landscape Architecture 70000 Summer Lake Dr., Suite 500 Jacksonville, Florida 32246 (904) 225-3630 Fax: (904) 225-3631 www.owcwi.com CA NUMBER: 3600 CA NUMBER: 1226000311	OCEAN RIDGE PREPARED FOR: OCEAN RIDGE DEVELOPERS, LLC	SITE GEOMETRY PLAN	<table border="1"> <tr> <td>1/3/2017</td> <td>Rev. per Tree at Lot 30</td> <td>RAM</td> </tr> <tr> <td>2/2/2018</td> <td>Plan updates per client</td> <td>RAM</td> </tr> <tr> <td>1/25/2018</td> <td>Rev. per Construction Review</td> <td>RAM</td> </tr> <tr> <td>4/24/18</td> <td>Rev. per S&UD</td> <td>RAM</td> </tr> <tr> <td>6/13/18</td> <td>Client Revisions</td> <td>RAM</td> </tr> <tr> <td>7/18/18</td> <td>Internal QC</td> <td>RAM</td> </tr> <tr> <td>2/2/19</td> <td>Update plans, letter & layout</td> <td>RAM</td> </tr> <tr> <td>RAM</td> <td>Date</td> <td>Revision</td> </tr> </table>	1/3/2017	Rev. per Tree at Lot 30	RAM	2/2/2018	Plan updates per client	RAM	1/25/2018	Rev. per Construction Review	RAM	4/24/18	Rev. per S&UD	RAM	6/13/18	Client Revisions	RAM	7/18/18	Internal QC	RAM	2/2/19	Update plans, letter & layout	RAM	RAM	Date	Revision	Project No.: 18-01-0014 Drawing: Scale: 1" = 50' Date: FEBRUARY 2018 Sheet: 7 of 26
1/3/2017	Rev. per Tree at Lot 30	RAM																											
2/2/2018	Plan updates per client	RAM																											
1/25/2018	Rev. per Construction Review	RAM																											
4/24/18	Rev. per S&UD	RAM																											
6/13/18	Client Revisions	RAM																											
7/18/18	Internal QC	RAM																											
2/2/19	Update plans, letter & layout	RAM																											
RAM	Date	Revision																											

EXHIBIT "G" 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: Ocean Ridge Subdivision (f/n/a Ridge at St. Augustine Beach)
DATE: February 21, 2018

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, Special Warranty Deed, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Ocean Ridge Subdivision. Also, please present the enclosed Maintenance and Hold Harmless Agreement between the City of St. Augustine Beach, the County and the Developer to the Board of County Commissioners (BCC) for approval and acceptance.

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.




 2013 Aerial Imagery
 0 250 500
 Feet
 March 8, 2018

**Easement for Utilities, Final
 Release of Lien, Warranty,
 Bill of Sale, Special Warranty
 Deed and Maintenance and
 Hold Harmless Agreement**

Ocean Ridge Subdivision

**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 hereon.

