

RESOLUTION NO. 2019- 15

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC REDEVELOPMENT RESIDENTIAL UNITS EXCHANGE PROGRAM EASEMENT AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE EASEMENT, ON BEHALF OF THE COUNTY, IN CONNECTION WITH PROPERTY LOCATED IN THE VILANO BEACH TOWN CENTER.

RECITALS

WHEREAS, Section 3.10.09 of the St. Johns County Land Development Code (“the Code”) establishes standards and approval procedures for the transfer of residential dwelling units in the Town Center Mixed Use District (“TCMUD”) future land use designation within the Vilano Beach Town Center (“VBTC”) for the specific purpose of promoting economic redevelopment within the Vilano Beach area; and

WHEREAS, Section 3.10.09 of the Code recognizes the right of an owner of property in the TCMUD to transfer a certain number of eligible residential dwelling units, provided that such a conveyance contains an easement extinguishing the future right to construct some or all potential residential units on the property; and

WHEREAS, R & R Villano, LLC, a Florida limited liability company, and R & R Hotels, LLC, a Florida limited liability company, (“Owners”) have made application with the County for permission to transfer development rights and have agreed to execute and deliver to the County an Economic Development Residential Units Exchange Program Easement (“Easements”), attached substantially in the form hereto as Exhibit “A” and Exhibit “B”, incorporated by reference and made a part hereof, per the requirement of Section 3.10.09 of the Code and as required by governmental land use regulations; and

WHEREAS, the above mentioned Easements include specific terms and conditions related to the certain property that the easement encumbers consistent with the provisions for the transfer of residential dwelling units in the TCMUD and the Code.

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

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

Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Easements and authorizes the Chair of the Board to execute the Easements, substantially in the forms attached, on behalf of the County.

Section 3. The Clerk is instructed to record the original Easements in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners this 15 day of January, 2019.

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

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 1/17/19



Prepared by and Return to:
Paolo S. Soria
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

**ECONOMIC REDEVELOPMENT RESIDENTIAL UNITS EXCHANGE PROGRAM
EASEMENT**

THIS RESIDENTIAL UNITS EXCHANGE PROGRAM EASEMENT ("Easement"), made this _____ day of _____, 2018, by and between R & R VILLANO, LLC, a Florida limited liability company ("Grantor"), its heirs, successors, and assigns, and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, FL., ("Grantee"), its heirs, successors, and assigns.

RECITALS

WHEREAS, Section 3.10.09 of the St. Johns County Land Development Code ("the Code") establishes standards and approval procedures for the transfer of residential dwelling units in the Town Center Mixed Use District (TCMUD) future land use designation within the Vilano Beach Town Center (VBTC) for the specific purpose of promoting economic redevelopment within the Vilano Beach area ("the Exchange Program"); and

WHEREAS, Further, Section 3.10.09 defines a "Sending Property" as a property located within the Town Center Mixed Use District (TCMUD) future land use designation as shown in exhibit 3.2.5.E of the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, Section 3.10.09 of the Code, further defines a "Receiving Property" as a property eligible to use development rights transferred from the Sending Properties located within the TCMUD future land use designation within the VBTC district; and

WHEREAS, Grantor is the owner in fee simple of 0.99 acres, more or less, of real property more particularly described in Exhibit A, attached hereto and made part hereof, in the Town Center Mixed Use District (TCMUD) future land use designation within the Vilano Beach Town Center (VBTC), located in the Town Center Mixed Use Zoning Designation, in St. Johns County, Florida (the "Property" or "Sending Property"). The Sending Property is now improved with zero (0) single family dwelling units; and

WHEREAS, the Sending Property, as currently unburdened by this Easement, retains 7.92 eligible residential units; and

WHEREAS, Section 3.10.09 of the Code recognizes the right of an owner of property in the TCMUD future land use designation of the VBTC to transfer a certain number of eligible residential dwelling units, provided that such a conveyance contains an easement extinguishing the future right to construct some or all potential residential dwelling units on the property; and

WHEREAS, The parties intend that this Easement restrict the Sending Property and to limit the number of eligible residential dwelling units on the Sending Property to no more than zero (0) units; and

WHEREAS, nothing in this Easement shall restrict the Sending Property from purchasing or repurchasing additional residential development rights pursuant to the Exchange Program from other properties in the VBTC; and

WHEREAS, this Easement may be amended by mutual agreement of Grantor and Grantee in the event the Grantor, its successors and assigns, purchases or repurchases exchanged residential units from an eligible property or no longer wishes to participate in the exchange program; and

WHEREAS, Section 3.10.09 of the Code further regulates residential dwelling units developed on an eligible Receiving Property, including units allowed under current zoning as well as units obtained through a transfer under the Economic Redevelopment Residential Units Exchange program, to have a minimum livable floor area of 1,000 square feet; however, up to 20% or 200 square feet of livable floor area may include uncovered outdoor living areas directly assessable to the unit; and

WHEREAS, Residential Dwelling Units may be conveyed from the Sending Property by a deed in a recordable form approved by the St. Johns County administrator and/or County attorney; and

WHEREAS, A copy of the recorded deed must be provided to the County Administrator or his/her designee; and

WHEREAS, Grantor represents that it is the owner in fee simple of the Property as of the date of execution of this Easement; and

WHEREAS, A current title report for the subject Sending Property, identified as Exhibit B, is attached hereto and made a part hereof; a current tax map for the subject Sending Property, identified as Exhibit C, is attached hereto and made part hereof.

NOW, THEREFORE, to permit the transfer of residential dwelling units and in consideration of the covenants, terms, conditions and restrictions hereafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does grant and convey to Grantee, its successors and assigns, forever and in perpetuity, an interest and Easement of the nature and character and to the extent hereinafter set forth in respect to all of the Sending Property.

The terms, conditions and restrictions, of this Easement are as follows:

1. The above stated recitals are incorporated herein by reference for the purpose of this Easement.
2. This Easement shall be perpetual. It is an easement in gross, and as such, is inheritable and assignable and runs with the land as an incorporeal interest in the Property enforceable with respect to the Property.
3. A dwelling unit may not be constructed, occupied, or maintained on the Sending Property unless one eligible residential unit is retained with the Sending Property for each dwelling unit constructed, occupied, or maintained on the Sending Property.
4. The restrictions imposed by this Easement shall operate independently of the restrictions imposed by the zoning of the Property.
5. The Sending Property contains a total of 0.99 acres, more or less. There are 7.92 existing residential dwelling units on the Sending Property. As a result of this Easement, the Parties intend that Grantor

shall convey eight (8) residential dwelling units. From this date forward, no more than a total of zero (0) residential dwelling units may be constructed on the Sending Property, unless additional rights to develop residential density pursuant to the Exchange Program are recorded on the Sending Property. This may not be interpreted to prevent the reconstruction of existing residential dwellings which complied with the terms of this Easement in the event such dwellings may be destroyed or damaged.

6. The Grantor's, and the Grantor's heirs, successors and assigns, right to construct or maintain more than eight (8) residential dwelling units on the Sending Property is affirmatively extinguished by this Easement, unless additional rights to develop residential density pursuant to the Exchange Program are recorded on the Property.
7. Grantee, its successors and assigns, with reasonable notice, may enter the Sending Property from time to time for the sole purpose of inspecting and enforcing the terms, conditions and restrictions of this Easement. This right of inspection does not include the interior of dwellings.
8. Nothing herein may be construed to convey to the public a right of access or use of the Sending Property, and the Grantor, and the Grantor's heirs, successors and assigns, retain exclusive right to such access and use, subject only to the provisions of this Easement.
9. The Parties agree that monetary damages would not be adequate remedy for breach of any of the terms, conditions and restrictions herein contained, and, therefore, in the event that the Grantor, or the Grantor's heirs, successors and assigns, violate or breach any of such terms, conditions and restrictions, herein contained, the Grantee, its successors and assigns, may institute a suit to enjoin by ex parte, preliminary and/or permanent injunction such violation and to require the restoration of the Property to its prior conditions. The Grantee, its successors and assigns, by any prior failure to act, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions and purposes of this Easement.

10. General Provisions

- a. **Applicable Law.** All uses, practices, specific improvements, construction or other activities permitted under this Easement shall be in accordance with applicable law and any permits or approval required thereby.
- b. **Jurisdiction and Venue.** The interpretation and performance of this Easement shall be governed by the laws of the State of Florida. Venue shall be St. Johns County, Florida.
- c. **Recorded.** This easement shall be recorded and shall run with title to the Sending Property.
- d. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the property for the duration of this Easement.
- e. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer, termination, or expiration of the party's interest in the Easement or Property, except that liability for acts of omissions occurring prior to transfer, expiration, or termination shall survive.
- f. **Amendment.** This Easement may only be amended by mutual agreement of the Parties.

[Signatures begin on the following page.]

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

WITNESS/ATTEST GRANTOR

Witness:

Grantor:

R & R VILLANO, LLC, a Florida limited liability company

Name: _____
Print: _____

By: _____

Named Printed: _____

Its: _____

Name: _____
Print: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this _____ day of _____ 2018, before me, the undersigned officer, personally appeared _____, the _____ of R & R VILLANO, LLC, a Florida limited liability company, on behalf of the company. He/she is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement and acknowledged that (s)he executed the same as his/her act for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

WITNESS GRANTEE

ST. JOHNS COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM AND LEGALITY

OFFICE OF THE COUNTY ATTORNEY

BY _____

DATE _____

STATE OF FLORIDA *

*

COUNTY OF ST. JOHNS *

I HEREBY CERTIFY that on this _____ day of _____ 2018, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared _____, Administrator or his/her designee of St. Johns County, Florida, who executed the foregoing Easement on behalf of St. Johns County, Florida, for the purposes therein contained, and further acknowledged the foregoing Easement to be the act and deed of said St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SENDING PROPERTY

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 3, VILANO BEACH SUBDIVISION, Unit A, according to the map or plat thereof, as recorded in Plat Book 4, at Page 48, of the Public Records of St. Johns County, Florida.

TOGETHER WITH that certain parcel of land situate in St. Johns County, Florida, bounded on the South by the Northerly line of Lots 5 through 16, inclusive of Block 3, VILANO BEACH SUBDIVISION, Unit A, according to the map thereof, recorded in Map Book 4, page 48, of the Public Records of St. Johns County, Florida, bounded on the North by a line parallel to and situate 25 feet Northerly of the Northerly line of said Lots 5 through 16, Block 3, VILANO BEACH SUBDIVISION, Unit A; bounded on the East by the Northerly extension of the Easterly line of said Lot 16, Block 3, VILANO BEACH SUBDIVISION, Unit A; and bounded on the West by the Northerly extension of the West line of the said Lot 5, Block 3, VILANO BEACH SUBDIVISION, Unit A. (The "Land"). Parcel ID No.:148230-0000

EXHIBIT "B"
TITLE REPORT FOR THE SENDING PROPERTY



Fidelity National Title Insurance Company

PROPERTY INFORMATION REPORT

Order No.: 7115966
Customer Reference Number 11311.00010 (R&R Vilano LLC)

Addressee:
Driver, McAfee, Hawthorne & Diebenow, P.L.L.C.
One Independent Drive Suite 1200
Jacksonville, FL 32202
904-301-1269
904-301-1279

Fidelity National Title Insurance Company has caused to be made a search of the Public Records of St. Johns County, Florida, ("Public Records"), from 10/25/2017, through 07/24/2018 5:00 PM, as to the following described real property lying and being in the aforesaid County, to-wit:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block 3, Vilano Beach Subdivision, Unit A, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 48, of the Public Records of St. Johns County, Florida.

TOGETHER WITH that certain parcel of land situate in St. Johns County, Florida, bounded on the South by the Northerly line of Lots 5 through 16, inclusive of Block 3, VILANO BEACH SUBDIVISION, Unit A, according to the map thereof, recorded in Map Book 4, page 48, of the Public Records of St. Johns County, Florida, bounded on the North by a line parallel to and situate 25 feet Northerly of the Northerly line of said Lots 5 through 16, Block 3, VILANO BEACH SUBDIVISION, Unit A; bounded on the East by the Northerly extension of the Easterly line of said Lot 16, Block 3, VILANO BEACH SUBDIVISION, Unit A; and bounded on the West by the Northerly extension of the West line of the said Lot 5, Block 3, VILANO BEACH SUBDIVISION, Unit A. (The "Land")

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

R & R VILLANO LLC, a Florida limited liability company by virtue of that Quit Claim Deed recorded in Official Records Book 4453, Page 685 and Corrective Quit Claim Deed recorded in Official Records Book 4480, Page 1214, Public Records of St. Johns County, Florida.

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. Memorandum of Agreement recorded in Official Records Book 4500, Page 1823, Public Records of St. Johns County, Florida.
2. Mortgage and Security Agreement between R&R Villano LLC, a Florida limited liability company and Atlantic Coast Bank recorded in Official Records Book 4501, Page 1295, Public Records of St. Johns County, Florida.

Order No.: 7115966
Customer Reference Number 11311.00010 (R&R Vilano LLC)

5. Notice of Commencement recorded in Official Records Book 4527, Page 1854, Public Records of St. Johns County, Florida.

NOTE: 2017 Real Property Taxes in the gross amount of \$11,074.96 are Paid, under Tax I.D. No. 1482300000.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Fidelity National Title Insurance Company

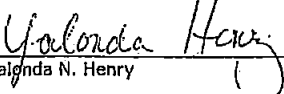
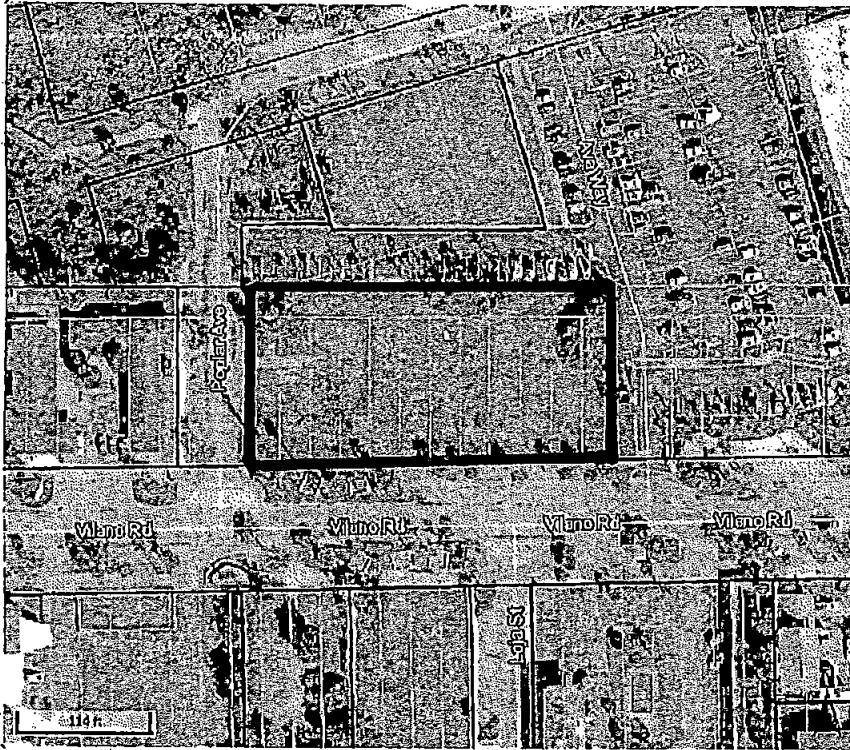

Yalonda N. Henry

EXHIBIT "C"

TAX MAP FOR THE SENDING PROPERTY



St. Johns County, FL



Overview

Legend

- Parcels
- Cities

Parcel ID	1482300000	Physical Address	140 VILANO RD SAINT AUGUSTINE	Building Value	N/A	Last 2 Sales			
Property Class	1000 - Vacant Commercial	Mailing Address	R & R VILLANO LLC 28 TALAQUAH BLVD ORMOND BEACH FL 32174-0000	Extra Feature Value	N/A	Data	Price	Reason	Qual
Taxing District	Vilano Beach Lighting			Total Land Value	\$763,090	9/14/2015	\$1000000	01	Q
Acres	0.99			Just Value	\$763,090	11/23/2005	\$1500000	01	Q
				Total Deferred	N/A				
				Assessed Value	\$763,090				
				Total Exemptions	N/A				
				Taxable Value	\$763,090				

Exhibit "B" to Resolution

Prepared by and Return to:
Paolo S. Soria
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

**ECONOMIC REDEVELOPMENT RESIDENTIAL UNITS EXCHANGE PROGRAM
EASEMENT**

THIS RESIDENTIAL UNITS EXCHANGE PROGRAM EASEMENT ("Easement"), made this ____ day of _____, 2018, by and between **R&R HOTELS, LLC**, a Florida limited liability company ("Grantor"), its heirs, successors, and assigns, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, FL., ("Grantee"), its heirs, successors, and assigns.

RECITALS

WHEREAS, Section 3.10.09 of the St. Johns County Land Development Code ("the Code") establishes standards and approval procedures for the transfer of residential dwelling units in the Town Center Mixed Use District (TCMUD) future land use designation within the Vilano Beach Town Center (VBTC) for the specific purpose of promoting economic redevelopment within the Vilano Beach area ("the Exchange Program"); and

WHEREAS, Further, Section 3.10.09 defines a "Sending Property" as a property located within the Town Center Mixed Use District (TCMUD) future land use designation as shown in exhibit 3.2.5.E of the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, Section 3.10.09 of the Code, further defines a "Receiving Property" as a property eligible to use development rights transferred from the Sending Properties located within the TCMUD future land use designation within the VBTC district; and

WHEREAS, Grantor is the owner in fee simple of 1.58 acres, more or less, of real property more particularly described in Exhibit A, attached hereto and made part hereof, in the Town Center Mixed Use District (TCMUD) future land use designation within the Vilano Beach Town Center (VBTC), located in the Town Center Mixed Use Zoning Designation, in St. Johns County, Florida (the "Property" or "Sending Property"). The Sending Property is now improved with zero (0) single-family dwelling units; and

WHEREAS, the Sending Property, as currently unburdened by this Easement, retains 12.64 eligible residential units; and

WHEREAS, Section 3.10.09 of the Code recognizes the right of an owner of property in the TCMUD future land use designation of the VBTC to transfer a certain number of eligible residential dwelling units, provided that such a conveyance contains an easement extinguishing the future right to construct some or all potential residential dwelling units on the property; and

WHEREAS, The parties intend that this Easement restrict the Sending Property and to limit the number of eligible residential dwelling units on the Sending Property to no more than zero (0) units; and

WHEREAS, nothing in this Easement shall restrict the Sending Property from purchasing or repurchasing additional residential development rights pursuant to the Exchange Program from other properties in the VBTC; and

WHEREAS, this Easement may be amended by mutual agreement of Grantor and Grantee in the event the Grantor, its successors and assigns, purchases or repurchases exchanged residential units from an eligible property or no longer wishes to participate in the exchange program; and

WHEREAS, Section 3.10.09 of the Code further regulates residential dwelling units developed on an eligible Receiving Property, including units allowed under current zoning as well as units obtained through a transfer under the Economic Redevelopment Residential Units Exchange program, to have a minimum livable floor area of 1,000 square feet; however, up to 20% or 200 square feet of livable floor area may include uncovered outdoor living areas directly assessable to the unit; and

WHEREAS, Residential Dwelling Units may be conveyed from the Sending Property by a deed in a recordable form approved by the St. Johns County administrator and/or County attorney; and

WHEREAS, A copy of the recorded deed must be provided to the County Administrator or his/her designee; and

WHEREAS, Grantor represents that it is the owner in fee simple of the Property as of the date of execution of this Easement; and

WHEREAS, A current title report for the subject Sending Property, identified as Exhibit B, is attached hereto and made a part hereof; a current tax map for the subject Sending Property, identified as Exhibit C, is attached hereto and made part hereof.

NOW, THEREFORE, to permit the transfer of residential dwelling units and in consideration of the covenants, terms, conditions and restrictions hereafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does grant and convey to Grantee, its successors and assigns, forever and in perpetuity, an interest and Easement of the nature and character and to the extent hereinafter set forth in respect to all of the Sending Property.

The terms, conditions and restrictions, of this Easement are as follows:

1. The above stated recitals are incorporated herein by reference for the purpose of this Easement.
2. This Easement shall be perpetual. It is an easement in gross, and as such, is inheritable and assignable and runs with the land as an incorporeal interest in the Property enforceable with respect to the Property.
3. A dwelling unit may not be constructed, occupied, or maintained on the Sending Property unless one eligible residential unit is retained with the Sending Property for each dwelling unit constructed, occupied, or maintained on the Sending Property.
4. The restrictions imposed by this Easement shall operate independently of the restrictions imposed by the zoning of the Property.
5. The Sending Property contains a total of 1.58 acres, more or less. There are 12.64 existing residential dwelling units on the Sending Property. As a result of this Easement, the Parties intend that Grantor

may convey thirteen (13) residential dwelling units. From this date forward, no more than a total of zero (0) residential dwelling units may be constructed on the Sending Property, unless additional rights to develop residential density pursuant to the Exchange Program are recorded on the Sending Property. This may not be interpreted to prevent the reconstruction of existing residential dwellings which complied with the terms of this Easement in the event such dwellings may be destroyed or damaged.

6. The Grantor's, and the Grantor's heirs, successors and assigns, right to construct or maintain more than thirteen (13) residential dwelling units on the Sending Property is affirmatively extinguished by this Easement, unless additional rights to develop residential density pursuant to the Exchange Program are recorded on the Property.
7. Grantee, its successors and assigns, with reasonable notice, may enter the Sending Property from time to time for the sole purpose of inspecting and enforcing the terms, conditions and restrictions of this Easement. This right of inspection does not include the interior of dwellings.
8. Nothing herein may be construed to convey to the public a right of access or use of the Sending Property, and the Grantor, and the Grantor's heirs, successors and assigns, retain exclusive right to such access and use, subject only to the provisions of this Easement.
9. The Parties agree that monetary damages would not be adequate remedy for breach of any of the terms, conditions and restrictions herein contained, and, therefore, in the event that the Grantor, or the Grantor's heirs, successors and assigns, violate or breach any of such terms, conditions and restrictions, herein contained, the Grantee, its successors and assigns, may institute a suit to enjoin by ex parte, preliminary and/or permanent injunction such violation and to require the restoration of the Property to its prior conditions. The Grantee, its successors and assigns, by any prior failure to act, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions and purposes of this Easement.

10. General Provisions

- a. **Applicable Law.** All uses, practices, specific improvements, construction or other activities permitted under this Easement shall be in accordance with applicable law and any permits or approval required thereby.
- b. **Jurisdiction and Venue.** The interpretation and performance of this Easement shall be governed by the laws of the State of Florida. Venue shall be St. Johns County, Florida.
- c. **Recorded.** This easement shall be recorded and shall run with title to the Sending Property.
- d. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the property for the duration of this Easement.
- e. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer, termination, or expiration of the party's interest in the Easement or Property, except that liability for acts of omissions occurring prior to transfer, expiration, or termination shall survive.
- f. **Amendment.** This Easement may only be amended by mutual agreement of the Parties.

[Signatures begin on the following page.]

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

WITNESS/ATTEST GRANTOR

Witness:

Grantor:

R&R HOTELS, LLC, a Florida limited liability company

Name: _____
Print: _____

By: _____

Named Printed: _____

Its: _____

Name: _____
Print: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this _____ day of _____ 2018, before me, the undersigned officer, personally appeared _____, the _____ of R&R HOTELS, LLC, a Florida limited liability company, on behalf of the company. He/she is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement and acknowledged that (s)he executed the same as his/her act for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

WITNESS GRANTEE

ST. JOHNS COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM AND LEGALITY

OFFICE OF THE COUNTY ATTORNEY

BY _____

DATE _____

STATE OF FLORIDA *

COUNTY OF ST. JOHNS *

I HEREBY CERTIFY that on this ____ day of _____ 2018, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared _____, Administrator or his/her designee of St. Johns County, Florida, who executed the foregoing Easement on behalf of St. Johns County, Florida, for the purposes therein contained, and further acknowledged the foregoing Easement to be the act and deed of said St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SENDING PROPERTY

The North 100 feet of Lots 9, 10 & 11, Block B, Vilano Beach Amended, according to the map or plat thereof, as recorded in Map Book 7, Page 10, of the Public Records of St. Johns County, Florida.

TOGETHER WITH,

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block B, map of VILANO BEACH AMENDED, according to the plat thereof as recorded in Map Book 7, Page 10, of the Public Records of St. Johns County, Florida (the "Land").

TOGETHER WITH,

The South 150 feet of Lots 9, 10, and 11, Block B, Vilano Beach Amended, according to the map or plat thereof, as recorded in Map Book 7, Page 10, of the Public Records of St. Johns County, Florida. TOGETHER with non-exclusive, perpetual easement for ingress and egress over and across the East 10 feet of the North 100 feet of Lot 11, Block B, VILANO BEACH AMENDED, as recorded in Map Book 7, page 10, public records of St. Johns County, Florida.

Parcel Identification Number: 148160-0100

EXHIBIT "B"

TITLE REPORT FOR THE SENDING PROPERTY



Fidelity National Title Insurance Company

PROPERTY INFORMATION REPORT

Order No.: 7115993
Customer Reference Number 11311.00010 (R&R Hotels, LLC)

Addressee:
Driver, McAfee, Hawthorne & Diebenow, P.L.L.C.
One Independent Drive Suite 1200
Jacksonville, FL 32202
904-301-1269
904-301-1279

Fidelity National Title Insurance Company has caused to be made a search of the Public Records of St. Johns County, Florida, ("Public Records"), from 01/15/2016, through 07/24/2018 5:00 PM, as to the following described real property lying and being in the aforesaid County, to-wit:

Parcel 1:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block B, map of Vilano Beach Amended, according to the plat thereof as recorded in Map Book 7, Page 10, of the Public Records of St. Johns County, Florida.

Parcel 2:

The North 100 feet of Lots 9, 10 and 11, Block B, Vilano Beach Amended, according to the map or plat thereof, as recorded in Map Book 7, page 10, of the Public Records of St. Johns County, Florida.

Parcel 3:

The South 150 feet of Lots 9, 10 and 11, Block B, Vilano Beach Amended, according to the map or plat thereof, as recorded in Map Book 7, Page 10, of the Public Records of St. Johns County, Florida. Together with non-exclusive, perpetual easement for ingress and egress over and across the East 10 feet of the North 100 feet of Lot 11, Block B, Vilano Beach Amended, as recorded in Map Book 7, Page 10, Public Records of St. Johns County, Florida.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

R&R HOTELS, LLC, a Florida limited liability company, formerly known as Sitaraz, LLC, a Florida limited liability company by virtue of that Special Warranty Deed recorded in Official Records Book 4138, Page 1911, Public Records of St. Johns County, Florida. (As to Parcel 1)

R&R HOTELS, LLC, a Florida limited liability company, formerly known as Sitaraz, LLC, a Florida limited liability company by virtue of that Special Warranty Deed recorded in Official Records Book 4137, Page 1084, Public Records of St. Johns County, Florida. (As to Parcel 2)

R&R HOTELS, LLC, a Florida limited liability company, formerly known as Sitaraz, LLC, a Florida limited liability company by virtue of that Special Warranty Deed recorded in Official Records Book 4278, Page 1569, Public Records of St. Johns County, Florida. (As to Parcel 3)

The following liens against the said real property recorded in the aforesaid Public Records have been found:

Order No.: 7115993
Customer Reference Number 11311.00010 (R&R Hotels, LLC)

As to Parcel 1:

1. Certificate recorded in Official Records Book 4205, Page 1990, Public Records of St. Johns County, Florida.
2. Compliance Order recorded in Official Records Book 4228, Page 1597, Public Records of St. Johns County, Florida.

As to Parcel 1, Parcel 2 and Parcel 3:

3. Memorandum of Agreement recorded in Official Records Book 4500, Page 1819, Public Records of St. Johns County, Florida.
4. Mortgage and Security Agreement between R&R Hotels, LLC, a Florida limited liability company and Atlantic Coast Bank recorded in Official Records Book 4501, Page 1333, Public Records of St. Johns County, Florida.
5. Assignment of Lessor's Interest in Rents and Leases between R&R Hotels, LLC, a Florida limited liability company and Atlantic Coast Bank recorded in Official Records Book 4501, Page 1356, Public Records of St. Johns County, Florida.
6. State of Florida Uniform Commercial Code Financing Statement Form between R&R Hotels, LLC and Atlantic Coast Bank recorded in Official Records Book 4501, Page 1361, Public Records of St. Johns County, Florida.

NOTE: 2017 Real Property Taxes in the gross amount of \$14,437.80 are Paid, under Tax I.D. No. 148150-0000.

NOTE: 2017 Real Property Taxes in the gross amount of \$3,688.64 are Paid, under Tax I.D. No. 148160-0090.

NOTE: 2017 Real Property Taxes in the gross amount of \$5,720.33 are Paid, under Tax I.D. No. 148160-0100.

NOTE: Name change for Sitaraz, LLC, a Florida limited liability company into R&R Hotels, LLC, a Florida limited liability company was not recorded in the Public Records of St. Johns County, Florida.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Order No.: 7115993
Customer Reference Number 11311.00010 (R&R Hotels, LLC)

Fidelity National Title Insurance Company

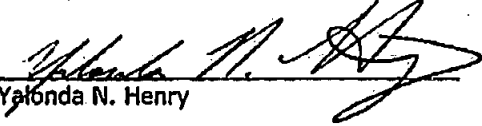
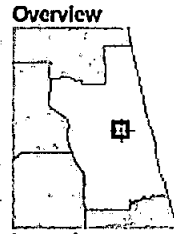
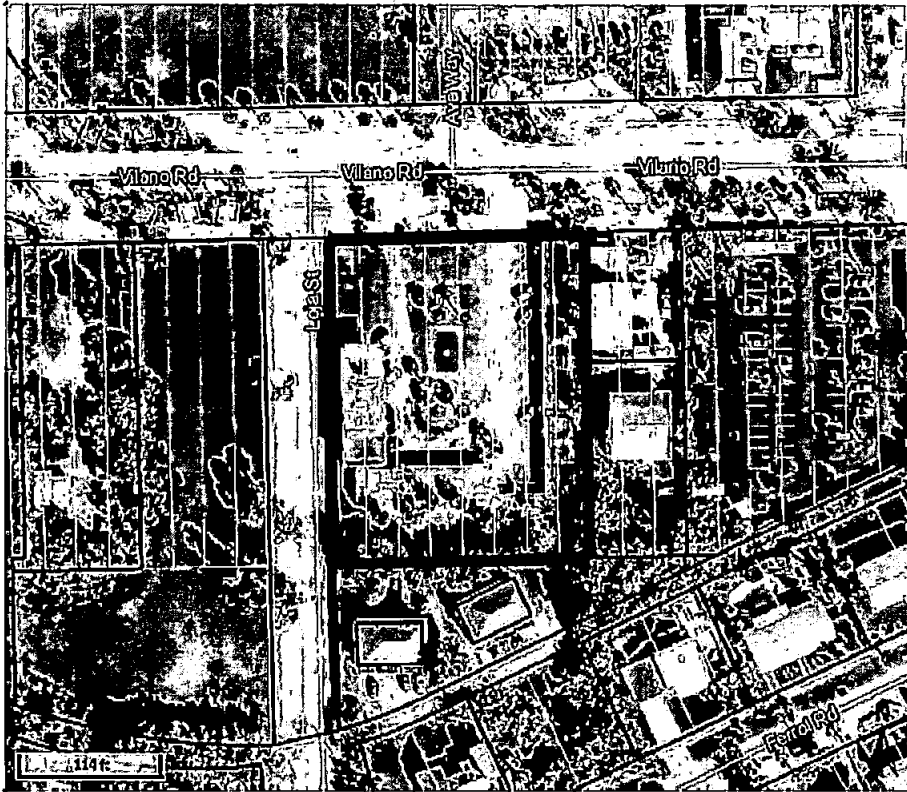

Yafonda N. Henry

EXHIBIT "C"

TAX MAPS FOR THE SENDING PROPERTY



St. Johns County, FL

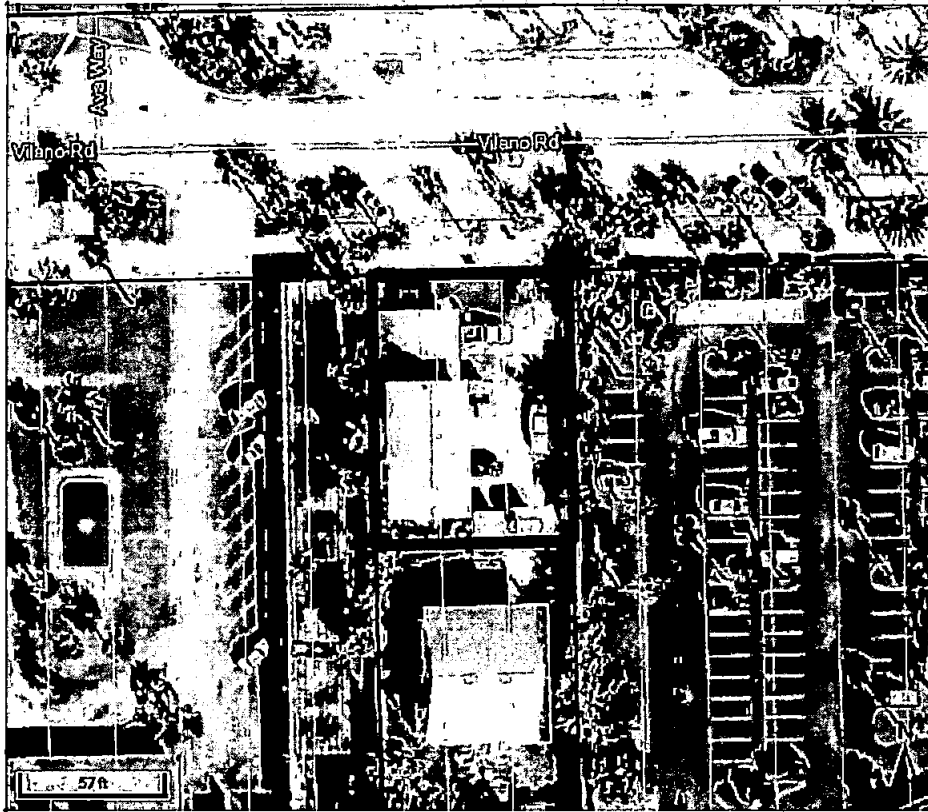


Legend
 Parcels
 Cities

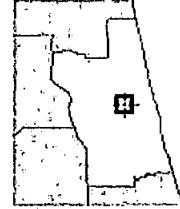
Parcel ID	148150000	Physical Address	125 VILANO RD SAINT AUGUSTINE	Building Value	N/A	Last 2 Sales			
Property Class	1000 - Vacant Commercial	Mailing Address	SITARAZ LLC 103 TOMOKA RIDGE WAY ORMOND BEACH FL 32174-0000	Extra Feature Value	N/A	Date	Price	Reason	Qual
Taxing District	Vilano Beach Lighting			Total Land Value	\$962,500	1/15/2016	\$1200000	03	Q
Acreage	1.15			Just Value	\$962,500	6/4/2015	\$1200000	01	Q
				Total Deferred	N/A				
				Assessed Value	\$962,500				
				Total	N/A				
				Exemptions					
				Taxable Value	\$962,500				

Date created: 7/12/2010
 Last Data Uploaded: 7/11/2018 11:27:34 PM

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Overview



Legend

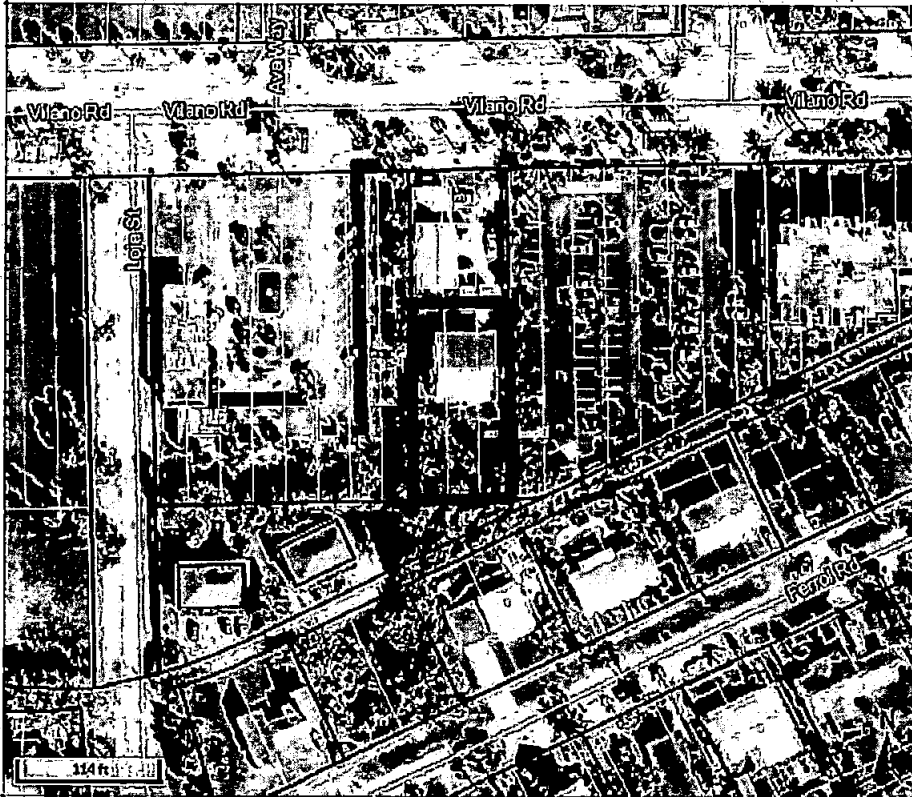
- Parcels
- Cities

Parcel ID	1481600090	Physical Address	115 VILANO RD	Building Value	N/A	Last 2 Sales			
Property Class	1000 - Vacant Commercial	Mailing Address	SAINT AUGUSTINE SITARAZ LLC	Extra Feature Value	N/A	Date	Price	Reason	Qual
Taxing District	Vilano Beach Lighting	Address	103 TOMOKA RIDGEWAY ORMOND BEACH FL 32174-0000	Total Land Value	\$165,000	6/20/1977	\$197000	01	Q
Acres	0.17			Just Value	\$165,000				
				Total Deferred	\$4,125				
				Assessed Value	\$160,875				
				Total Exemptions	N/A				
				Taxable Value	\$160,875				

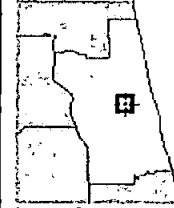
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Overview



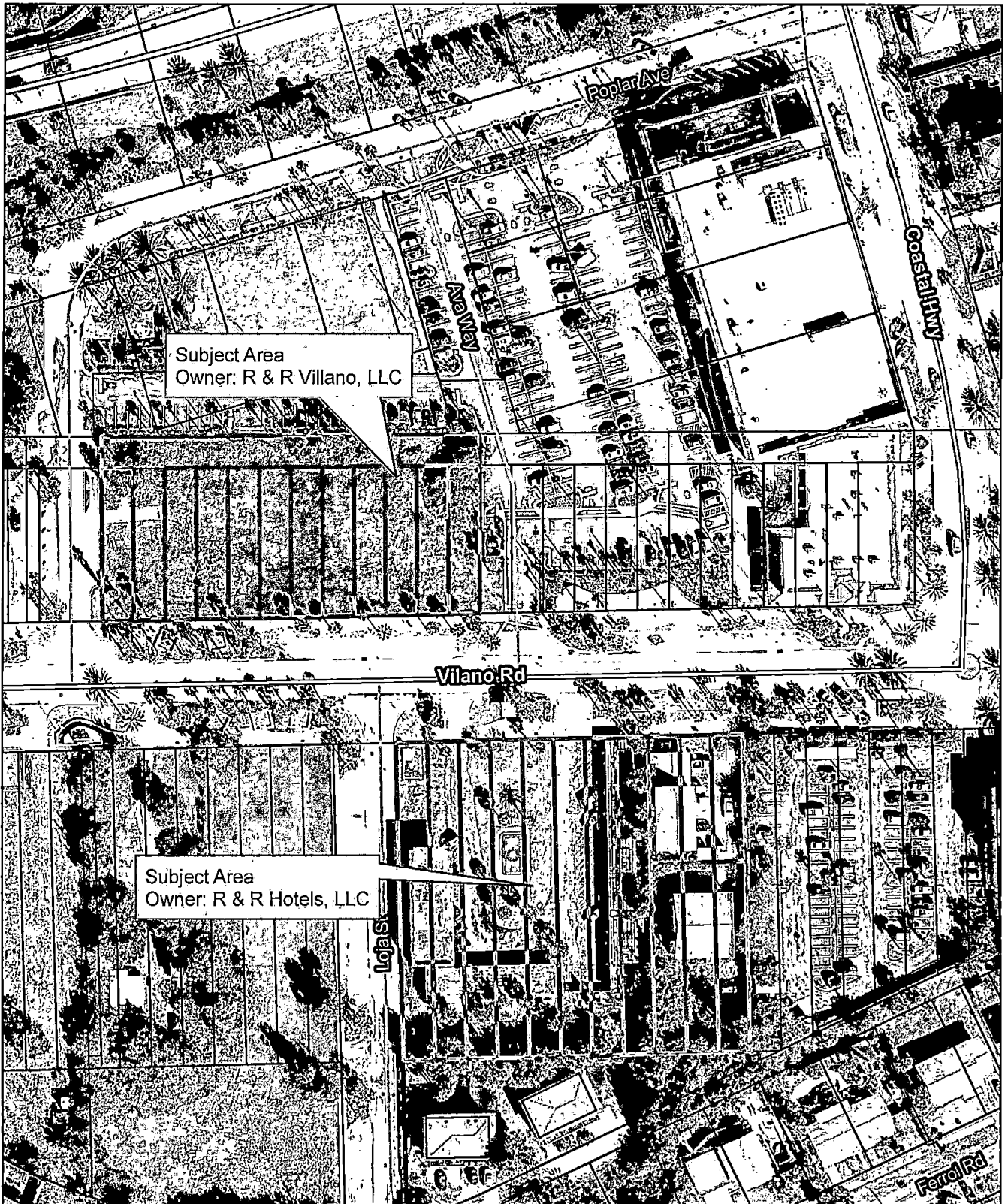
Legend

- Parcels
- Cities

Parcel ID	1481600100	Physical Address	105 VILANO RD SAINT AUGUSTINE	Building Value	\$110,932	Last 2 Sales Date		Price		Reason		Qual
Property Class	0800 - Multi-Family (Less than 10 Units)	Mailing Address	SITARAZ LLC 28 TALAQUAH BLVD	Extra Feature Value	N/A	Date	10/31/2016	\$450000	37	U		
Taxing District	Vilano Beach Lighting	Address	ORMOND BEACH FL 32174-0000	Total Land Value	\$219,375	Date	12/23/2003	\$105000	11	U		
Acres	0.26			Just Value	\$330,307							
				Total	N/A							
				Deferred Assessed Value	\$330,307							
				Total	N/A							
				Exemptions								
				Taxable Value	\$330,307							

Date created: 7/12/2018
 Last Data Uploaded: 7/11/2018 11:27:34 PM

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Subject Area
Owner: R & R Villano, LLC

Subject Area
Owner: R & R Hotels, LLC



2016 Aerial Imagery
Date: 12/27/2018

*Vilano Town Center
Economic Redevelopment
Residential Units Exchange
Program Easement*

Land Management
Systems
Real Estate
Division
(904) 209-0782

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
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Division disclaims all responsibility
for the accuracy or completeness
of the data shown hereon.

