

RESOLUTION NO. 2019- 447

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A BILL OF SALE FOR BULKHEAD IMPROVEMENTS AT THE EAST OF END OF ELEVENTH STREET IN NORTH BEACH SUBDIVISION.**

**RECITALS**

**WHEREAS**, Harold Gray Buchanan and Barbara McGahee Buchanan, trustees of the Harold Gray Buchanan Trust u/a/d August 15, 2002 and trustees of the Barbara McGahee Buchanan Trust u/a/d August 15, 2002 (“Buchanan”) are the owners of beachfront property north of Eleventh Street (“County right-of-way”) lying east of Coastal Highway in North Beach Subdivision; and

**WHEREAS**, at their expense, Buchanan constructed and installed a bulkhead along their east property line including the County right-of-way; and

**WHEREAS**, in an effort to protect Buchanan’s property and the County right-of-way and the interest of the public from high tides and beach erosion, the County allowed construction of the bulkhead on the County right-of-way; and

**WHEREAS**, Buchanan agreed to execute an indemnity agreement indemnifying and holding the County harmless from any loss or damage incurred during the construction and installation of the bulkhead; and

**WHEREAS**, now that the construction is complete, Buchanan has requested acceptance of the bulkhead by the County as allowed for in the indemnity agreement, and has presented a Bill of Sale, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, conveying the bulkhead to the County, and has provided a Final Release of Lien, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

**WHEREAS**, in connection with this acceptance, Buchanan has executed a Declaration of Restrictive Covenants benefitting the County to run with the land, attached hereto as Exhibit “C”, incorporated by reference and made a part hereof; and

**WHEREAS**, the property owners that connect to the bulkhead on the south side of Eleventh Street, Jennifer Hutcheson and Julie Leigh Hutcheson have executed a Declaration Regarding Eleventh Street Bulkhead, attached hereto as Exhibit “D”, incorporated by reference and made a part hereof; and

**WHEREAS**, acceptance of any improvements in the County right-of-way is at the sole discretion of the Board of County Commissioners.

**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 hereby adopted as findings of fact.

Section 2. The Board of County Commissioners hereby accepts the Bill of Sale and Declaration of Covenants and Restrictions attached hereto.

Section 3. Acceptance of the bulkhead does not require replacement by St. Johns County should any improvements be destroyed or damaged beyond minor repair for any reason or cause whatsoever.

Section 4. Acceptance of the bulkhead shall not be construed as acceptance of any other improvements, nor shall acceptance be construed as replacement of any improvement in the County right-of-way.

Section 5. The Clerk is instructed to file the original Bill of Sale and record the original Final Release of Lien and the Declarations of Restrictive Covenants in the public records of St. Johns County, Florida.

Section 6. 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 17th day of December, 2019.

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

By: [Signature]  
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: [Signature]  
Deputy Clerk

RENDITION DATE 12/19/19  
Clerk





**BILL OF SALE  
BULKHEAD IMPROVEMENTS**

Harold Gray Buchanan and Barbara McGahee Buchanan, trustees of the Harold Gray Buchanan Trust u/a/d August 15, 2002 and trustees of the Barbara McGahee Buchanan Trust u/a/d August 15, 2002, (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 the bulkhead improvements at the east end of Eleventh Street in North Beach Subdivision as recorded in Map Book 3, page 28, of the public records of St. Johns County, 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 9th day of May, 2019.

WITNESS:

Laurie Ford  
Witness Signature

Laurie Ford  
Print Witness Name

Debbie Taylor  
Witness Signature

Debbie Taylor  
Print Witness Name

OWNER:

Harold G. Buchanan  
Harold Gray Buchanan

Barbara McGahee Buchanan  
Barbara McGahee Buchanan

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 9th day of May, 2019 by Harold Gray Buchanan and Barbara McGahee Buchanan, who are personally known to me or have produced \_\_\_\_\_ as identification.

Laurie Ford  
Notary Public



LAURIE FORD  
MY COMMISSION # FF 944828  
EXPIRES: April 17, 2020  
Bonded Thru Budget Notary Services

Exhibit "A"

Schedule of Values

**Hayward Construction Group, LLC**

Construction of 850 series Navy Style Vinyl Bulkhead Per plans dated 3-9-18

• Price per linear foot \$1060.00 -	\$74,200.00
• Beach approved sand for backfill 61 loads	\$18,021.50
• Permitting fees	\$ 1,300.00
• Removal of Steps from Beach	450.00

**Total Investment - \$93,971.50**



**FINAL RELEASE OF LIEN**

**BULKHEAD IMPROVEMENTS**

The undersigned lienor, in consideration of the sum \$ 93,971.50 <sup>Paid 2018</sup> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 7/16/2018 to Harold Gray Buchanan and Barbara McGahee Buchanan to the following described property:

See Exhibit "A" for "Schedule of Values" for the bulkhead located at the east end of Eleventh Street in North Beach Subdivision.

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

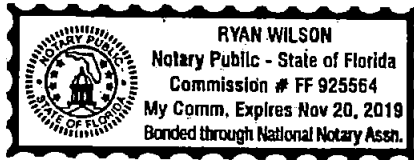
**IN WITNESS WHEREOF**, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 11 of July 2019

WITNESS:  
Sarah Perez-Guerra  
Witness Signature  
Sarah Perez-Guerra  
Print Witness Name

Hayward Construction and Development  
Kathleen Hayward  
Lienor's Signature  
Kathleen Hayward  
Print Lienor's Name

State of FL  
County of Duval

The foregoing instrument was acknowledged before me this 11 day of July, 2019, by Kathleen Hayward who is personally known to me or has produced \_\_\_\_\_ as identification.



Ryan Wilson  
Notary Public

Exhibit "A"

Schedule of Values

**Hayward Construction Group, LLC**

Construction of 850 series Navy Style Vinyl Bulkhead Per plans dated 3-9-18

• Price per linear foot \$1060.00 -	\$74,200.00
• Beach approved sand for backfill 61 loads	\$18,021.50
• Permitting fees	\$ 1,300.00
• Removal of Steps from Beach	450.00

**Total Investment - \$93,971.50**

This instrument prepared by:  
St. Johns County Real Estate Division  
500 San Sebastian View  
St. Augustine, Florida 32084

**DECLARATION OF RESTRICTIVE COVENANTS**

This **DECLARATION OF RESTRICTIVE COVENANTS (Declaration)**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between **HAROLD GRAY BUCHANAN** and **BARBARA MCGAHEE BUCHANAN**, as trustees of the Harold Gray Buchanan Trust u/a/d August 15, 2002 and trustees of the Barbara McGahee Buchanan Trust a/u/d August 15, 2002, ("Buchanan") whose mailing address is P. O. Box 17705, Jacksonville, Florida 32245, first party, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, ("County") whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, second party:

- A. "Buchanan" at their expense, constructed and installed a bulkhead along their east property line including the County right-of-way at the end of Eleventh Street.
- B. The bulkhead was constructed for the purpose of assisting oceanfront property owners against high tides, beach erosion, and to assist in protecting oceanfront property.
- C. "Buchanan" is requesting acceptance of the bulkhead by the "County".
- D. Pursuant to the Board of County Commissions acceptance of the Bill of Sale, Schedule of Values, and Release of Lien for said bulkhead "Buchanan" and the "County" wish to enter into this Declaration, to be recorded in the public records of St. Johns County, Florida ("Public Records") for the purpose of providing record notice that the lands described in EXHIBIT "A" ("Lands") are subject to certain conditions for the acceptance of said bulkhead.

**NOW THEREFORE**, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. "Buchanan" acknowledges the "County" is not required to replace the bulkhead should it be destroyed or damaged beyond repair for any reason or by any cause whatsoever.
- 2. Nothing herein shall be construed to obligate the County to perform maintenance, repair, or replacement of any portion of the bulkhead.
- 3. The "County" reserves the right to remove all or any portion of the bulkhead from the County right-of-way at any time whatsoever.
- 4. The "County" is not responsible for any property damage to the "Lands" resulting from the failure of the bulkhead, or any portion thereof.

5. Covenant running with the "Lands"; Successors and Assigns; the parties acknowledge and agree that the terms of this Declaration specifically touch and concern the use and maintenance of said bulkhead and "Lands", and, therefore, the provisions of this Declaration shall constitute covenants running with the land, burdening the "Lands" and binding on any future owner with respect to the "Lands" or portion thereof.
6. No Third Part Beneficiaries. Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of "County", and any Designated Successor only, and may not be relied upon, or enforced by any person or entity other than the "County" or its Designated Successor(s).
7. Amendment Waiver. This Declaration may not be modified or amended without the written consent of "County" or the Designated Successor, on the one hand, and "Buchanan" or any Future Owner, on the other hand. Any such amendment shall be recorded in the Public Records. The failure by "County" or the Designated Successor to enforce any covenant, condition or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach of violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.
8. Effect of Declaration. This Declaration is intended to memorialize the agreement between "County" and "Buchanan" under the Agreement with respect to the matters set forth herein. Nothing in this Declaration is intended to limit "County's" rights under the Agreement, whether or not full set forth herein as to any other matter, including other provisions of the Agreement, which survive any Closing and termination of the Agreement.
9. Termination of Declaration. Notwithstanding anything to the contrary contained herein, this Declaration shall terminate automatically in thirty (30) years. "County" agrees that after this Declaration has automatically terminated, within ten (10) days after written request from "Buchanan" or any third party purchaser of the "Lands", deliver to the requesting party a document in recordable form acknowledging such termination. Requests for such documentation acknowledging termination of this Declaration must be sent to "County" at the address first set forth above, or such other address as "County" may designate by recorded amendment to this Declaration, from time to time.
10. Notices. Any notice to be given or to be served upon any party hereto in connection with this Declaration must be in writing, and may be given by certified mail, hand delivery or overnight receipt delivery service, and shall be deemed to have been given and received; (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; or (b) if given by overnight delivery or courier service, when received by the party to whom it is addressed or such party's agent or representative. Such notices shall be given to the parties at the addresses set forth in the preamble of this Declaration.
11. Enforcement. In the event of the breach of any of the provisions set forth in this Declaration, "County" or Designated Successor, shall be entitled to all rights and remedies available at law (except for the recovery of special, consequential or punitive damages which are hereby waived) or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by "Buchanan" or any Future Owner to comply with the terms of this Declaration. In the event of any action for enforcement of this Declaration by "County" or its Designated Successors, such enforcing

party shall be entitled, in addition to all other relief granted by the court, to a judgement for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

12. Governing Law and Venue. This Declaration shall be construed by and controlled under the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Declaration shall be exclusively in the courts located in the County, or the United States District Court for the Middle District of Florida.
13. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Declaration including, by way of example but not limitations, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Declaration. The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.
14. Severability. In case any one (1) or more of the provisions contained in this Declaration is found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Declaration or the failure of consideration.
15. Construction. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Declaration and that this Declaration has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Declaration shall not be construed or interpreted for or against any party hereto based upon authorship.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date and year set forth above.

Laurie Ford  
Witness (Print Name): Laurie Ford  
Debbi Taylor  
Witness (Print Name): Debbi Taylor

Harold Gray Buchanan  
Harold Gray Buchanan, Trustee  
Barbara McGahee Buchanan  
Barbara McGahee Buchanan, Trustee

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2019, by Harold Gray Buchanan and Barbara McGahee Buchanan. They are personally known to me or have produced \_\_\_\_\_ as identification.

Laurie Ford  
Notary Public, State of Florida  
My commission expires: 4-17-2020



LAURIE FORD  
MY COMMISSION # FF 944828  
EXPIRES: April 17, 2020  
Bonded Thru Budget Notary Services

St. Johns County, Florida

\_\_\_\_\_  
Witness (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Jeb S. Smith, Chair

\_\_\_\_\_  
Witness (Print Name): \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jeb S. Smith, Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County. He is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

("Buchanan" Property)

Lots 3, 4, 6 and all that part of Lot 8, lying east of State Road A1A Block 52, North Beach, as recorded in Map Book 3, page 28, of the public records of St. Johns County, Florida.

("County" Property)

Eleventh Street, North Beach, as recorded in Map Book 3, page 28, of the public records of St. Johns County, Florida, lying east of Coastal Highway.

This instrument prepared by:  
St. Johns County Real Estate Division  
500 San Sebastian View  
St. Augustine, Florida 32084

**DECLARATION REGARDING ELEVENTH STREET BULKHEAD**

This **DECLARATION RE ELEVENTH STREET BULKHEAD (Declaration)**, made this 9<sup>th</sup> day of October, 2019, between **JENNIFER HUTCHESON**, whose address is 3358 Jordan Road, Oakland, California 94602 and **JULIE LEIGH HUTCHESON**, whose address is 914 Granada Boulevard South, Jacksonville, Florida 32207, ("Hutcheson"), first party, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, ("County") whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, second party:

- A. The property owner on the north side of Eleventh Street, Harold and Gray Buchanan ("Buchanan") at their expense, constructed and installed a bulkhead along their east property line including the County right-of-way at the end of Eleventh Street. "Hutcheson" at their expense, constructed and installed a bulkhead along their east property adjoining the County right-of-way.
- B. The bulkhead was constructed for the purpose of protecting oceanfront property against high tides and beach erosion.
- C. "Buchanan" is requesting acceptance of the bulkhead by the "County".
- D. Pursuant to the Board of County Commissions acceptance of the Bill of Sale, Schedule of Values, and Release of Lien for said bulkhead "Hutcheson" and the "County" wish to enter into this Declaration, to be recorded in the public records of St. Johns County, Florida ("Public Records") for the purpose of providing record notice that the lands described in EXHIBIT "A" ("Lands") are subject to certain conditions for the acceptance of said bulkhead.

**NOW THEREFORE**, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. "Hutcheson" acknowledges the "County" is not required to replace the bulkhead should it be destroyed or damaged beyond repair for any reason or by any cause whatsoever.
2. Nothing herein shall be construed to obligate the County to perform maintenance, repair, or replacement of any portion of the bulkhead.
3. The "County" reserves the right to remove all or any portion of the bulkhead from the County right-of-way at any time whatsoever.
4. The "County" is not responsible for any property damage to the "Lands" resulting from the failure of the bulkhead, or any portion thereof.

5. Covenant running with the "Lands"; Successors and Assigns; the parties acknowledge and agree that the terms of this Declaration specifically touch and concern the use and maintenance of said bulkhead, and, therefore, the provisions of this Declaration shall constitute covenants running with the land, burdening the "Lands" and binding on any future owner with respect to the "Lands" or portion thereof.
6. Nothing in this Declaration is intended to restrict Hutcheson's use of their Land.
7. No Third Part Beneficiaries. Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of "County", and any Designated Successor only, and may not be relied upon, or enforced by any person or entity other than the "County" or its Designated Successor(s).
8. Amendment Waiver. This Declaration may not be modified or amended without the written consent of "County" or the Designated Successor, on the one hand, and "Hutcheson" or any Future Owner, on the other hand. Any such amendment shall be recorded in the Public Records. The failure by "County" or the Designated Successor to enforce any covenant, condition or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach of violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.
9. Effect of Declaration. This Declaration is intended to memorialize the agreement between "County" and "Hutcheson" with respect to the matters set forth herein. Nothing in this Declaration is intended to limit "County's" or "Hutcheson's" rights as to any other matter.
10. Termination of Declaration. Notwithstanding anything to the contrary contained herein, this Declaration shall terminate automatically in thirty (30) years. "County" agrees that after this Declaration has automatically terminated, within ten (10) days after written request from "Hutcheson" or any third party purchaser of the "Lands", deliver to the requesting party a document in recordable form acknowledging such termination. Requests for such documentation acknowledging termination of this Declaration must be sent to "County" at the address first set forth above, or such other address as "County" may designate by recorded amendment to this Declaration, from time to time.
11. Notices. Any notice to be given or to be served upon any party hereto in connection with this Declaration must be in writing, and may be given by certified mail, hand delivery or overnight receipt delivery service, and shall be deemed to have been given and received; (a) if given by certified mail, seven (7) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; or (b) if given by overnight delivery or courier service, when received by the party to whom it is addressed or such party's agent or representative. Such notices shall be given to the parties at the addresses set forth in the preamble of this Declaration.
12. Enforcement. In the event of the breach of any of the provisions set forth in this Declaration, "County" or Designated Successor, shall be entitled to all rights and remedies available at law (except for the recovery of special, consequential or punitive damages which are hereby waived) or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by "Hutcheson" or any Future Owner to comply with the terms of this Declaration, In the event of any successful action for enforcement of this Declaration by "County" or its Designated Successors, such enforcing

party shall be entitled, in addition to all other relief granted by the court, to a judgement for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

13. Governing Law and Venue. This Declaration shall be construed by and controlled under the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Declaration shall be exclusively in the courts located in the County, or the United States District Court for the Middle District of Florida.

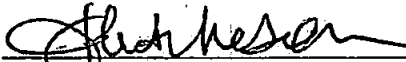
14. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding against each other based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Declaration including, by way of example but not limitations, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Declaration. The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

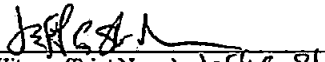
15. Severability. In case any one (1) or more of the provisions contained in this Declaration is found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Declaration or the failure of consideration.

16. Construction. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Declaration and that this Declaration has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Declaration shall not be construed or interpreted for or against any party hereto based upon authorship.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date and year set forth above.

  
Witness (Print Name): DANIEL GODDEL

  
Jennifer Hutcheson

  
Witness (Print Name): Jeff G. Steven Mihalek

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jennifer Hutcheson. Who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

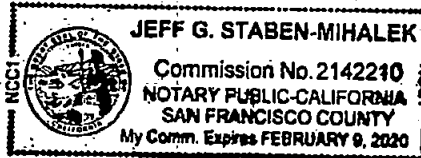
A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

On 10/9/19, before me, Jeff G. Staben-Mihalek, a Notary Public, personally appeared Jennifer Hutcheson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Jeff G. Staben-Mihalek

(Seal)

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

Derrick Joyce  
Witness (Print Name): Derrick Joyce

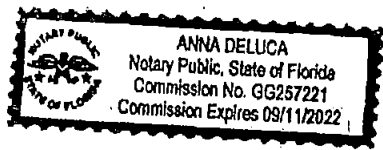
Julie Hutcherson  
Julie Leigh Hutcherson

Anna Deluca  
Witness (Print Name): Anna Deluca

STATE OF FL  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 11 day of OCT, 2019, by Julie Leigh Hutcherson. Who is personally known to me or has produced Driver's License as identification.

Anna Deluca



Notary Public, State of Florida  
My commission expires: 9/11/22

St. Johns County, Florida

\_\_\_\_\_  
Witness (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Jeb S. Smith, Chair

\_\_\_\_\_  
Witness (Print Name): \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jeb S. Smith, Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County. He is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

("Hutcheson" Property)

All that part of the North one-half (N1/2) of Block 53, lying East of State Road A-1-A, North Beach Subdivision, as recorded in Map Book 3, page 28, public records of St. Johns County, Florida. A subdivision of U.S. Lots 2 and 3 of Section 29, all of Fractional Section 30 and all of Section 44 (Joseph Arnall Grant) all in Township 6 South, Range 30 East.

("County" Property)

Eleventh Street, North Beach, as recorded in Map Book 3, page 28, of the public records of St. Johns County, Florida, lying east of Coastal Highway.

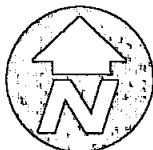


Subject Area

Eleventh St

Coastal Hwy

Twelfth St



2019 Aerial Imagery

0 50 100

Feet

August 13, 2019

### North Beach Bulkhead Eleventh Street

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0790

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.

