

RESOLUTION NO. 2020- 135

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENTS, A TEMPORARY PIPELINE EASEMENT AND TEMPORARY WORK AREA EASEMENTS FROM BEACHFRONT PROPERTY OWNERS TO ST. JOHNS COUNTY FOR THE ST. JOHNS COUNTY, FLORIDA COASTAL STORM RISK MANAGEMENT PROJECT (SOUTH PONTE VEDRA BEACH AND VILANO BEACH REACHES) PROJECT.**

**RECITALS**

**WHEREAS**, as part of the St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches) Project, certain beachfront property owners within the project have executed and delivered to St. Johns County, Perpetual Beach Storm Damage Reductions Easements, attached hereto as Exhibit "A"; and a Temporary Pipeline Easement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, certain property owners of vacant land within the project that have accepted the one time offer of additional sand on their property landward of the perpetual easement area have executed and delivered to St. Johns County, Temporary Work Area Easements, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

**WHEREAS**, said easements are necessary to allow the County and/or its assigns to construct the project; and

**WHEREAS**, it is in the best interest of St. Johns County for the Board to accept the Perpetual Beach Storm Damage Reduction Easements, Temporary Pipeline Easement and Temporary Work Area Easements for the health, safety and welfare of its citizens.

**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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby accepts the Perpetual Beach Storm Damage Reduction Easements, Temporary Pipeline Easement and the Temporary Work Area Easements for the project to move forward.


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

**PASSED AND ADOPTED** by the Board of County Commissioners this 21 day of April, 2020.

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

By:   
Jeb S. Smith, Chair

**ATTEST:** Brandon Patty, Clerk

By:   
Deputy Clerk

**RENDITION DATE** 4/23/20



**EXHIBIT "A"**  
**TO**  
**RESOLUTION**

148891 0000\_JACKSONVILLE LLC

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

Public Records of St. Johns County, FL  
Clerk number: 2020015932  
BK: 4891 PG: 1794  
2/28/2020 9:42 AM  
Recording \$78.00

### PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 11<sup>th</sup> day of February, 2020, between V.B.H. OF JACKSONVILLE LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose address is PO BOX 2821, PONTE VEDRA BEACH, FL 32004-2821, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

#### WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches) (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the South Ponte Vedra Beach and Vilano Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the South Ponte Beach and Vilano Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach a dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Laurie Ford

Print Witness Name Laurie Ford

Witness Signature Gail Oliver

Print Witness Name GAIL OLIVER

Grantor Signature [Handwritten Signature]

Print Grantor Name DERICK WOOLVERTON

Title VBI MGR

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of February, 2020, by DERICK WOOLVERTON as Managing Member for V.B. H. of Jacksonville, LLC, a Florida Limited Liability Company.

Laurie Ford  
Notary Public  
My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced \_\_\_\_\_



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

EXHIBIT "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE MEAN HIGH WATER OF THE ATLANTIC OCEAN\* AND THE FOLLOWING DESCRIBED LINE: SAID DESCRIBED LINE BEGINNING AT STATE PLANE COORDINATE NORTH 2034720.40 AND EAST 562227.41 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET); THENCE SOUTH 20°15'15" EAST A DISTANCE OF 88 FEET, MORE OR LESS, (SAID LINE IS ALSO 101.00 FEET PERPENDICULAR TO, PARALLEL WITH, EASTERLY OF THE COASTAL CONSTRUCTION CONTROL LINE PER MAP RECORDED JANUARY 28, 1988 IN CCCL LINE BOOK 13B, PAGES 1-15 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA) TO STATE PLANE COORDINATE NORTH 2034637.59 AND EAST 562257.96 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET). SAID DESCRIBED LINE BEING EXTENDING NORTHERLY AND SOUTHERLY TO INTERSECT THE NORTHERLY AND SOUTHERLY BOUNDARIES OF THE FOLLOWING DESCRIBED PARCEL:

A PART OF GOVERNMENT LOT 1 OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A1A AND BOUNDED ON THE EAST BY THE WATERS OF THE ATLANTIC OCEAN.

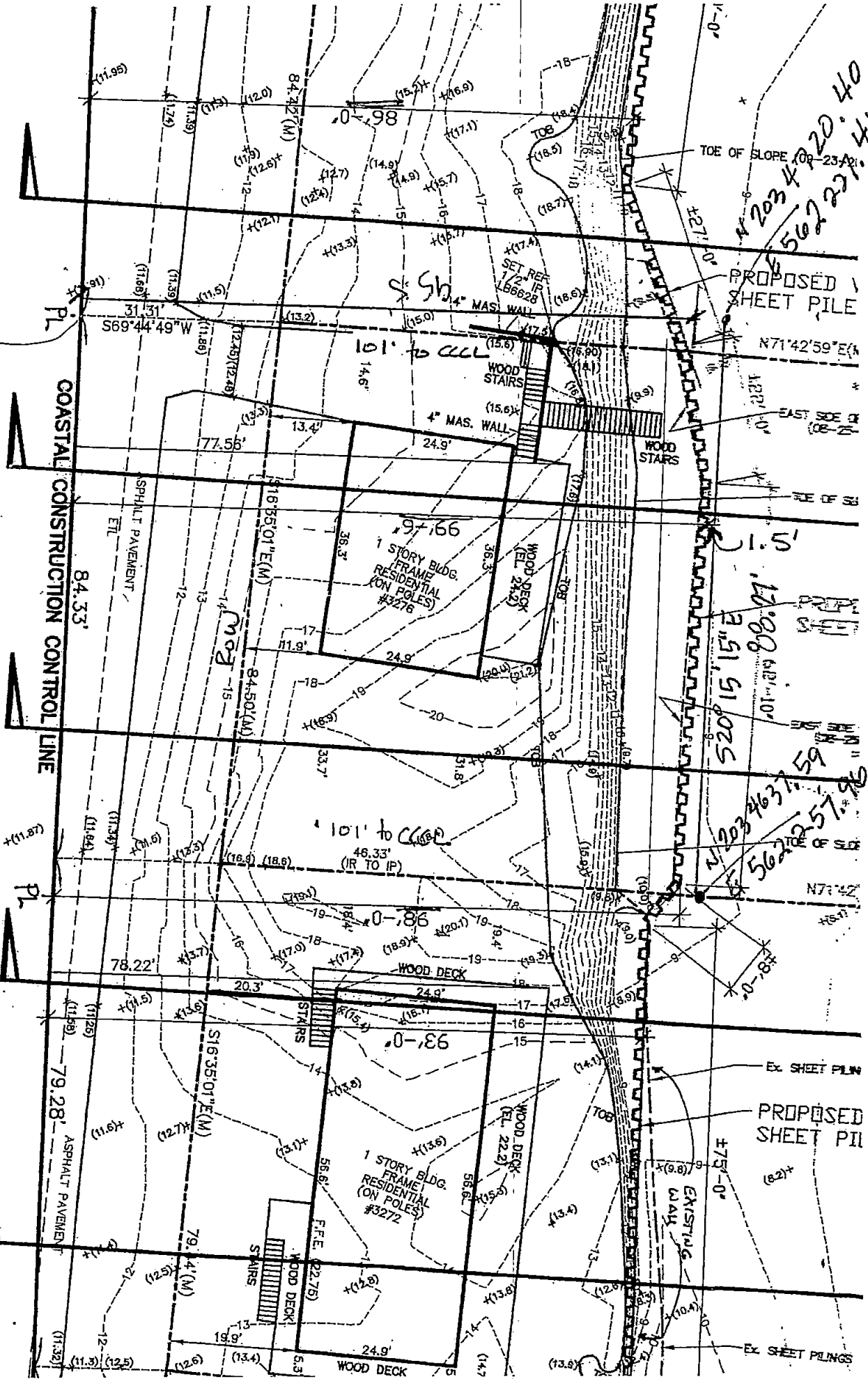
FOR A POINT OF COMMENCEMENT USE THE NORTHWEST CORNER OF "LONDON" AS DESCRIBED IN O.R. BOOK 465, PAGE 739, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF S.R. A1A AND BEING SOUTH 16 DEGREES 30 MINUTES EAST, 6.70 FEET FROM THE SOUTHWEST CORNER OF "ZELLER" (NOW OR FORMERLY) AS RECORDED IN OFFICIAL RECORDS BOOK 141, PAGE 129, ALL REFERENCE BEING OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 16 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF S.R. A1A, 84.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 71 DEGREES 48 MINUTES 00 SECONDS EAST 146 FEET MORE OR LESS TO THE WATERS OF THE ATLANTIC OCEAN; THENCE SOUTHERLY ALONG SAID WATERS, 84.5 FEET MORE OR LESS; THENCE SOUTH 71 DEGREES 48 MINUTES 00 SECONDS WEST 151.00 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF S.R. A1A; THENCE NORTH 16 DEGREES 30 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 33.00 FEET EAST AND PARALLEL TO THE CENTERLINE OF SAID ROAD, 84.50 FEET TO THE POINT OF BEGINNING.

\* In the event an erosion control line is established over the parcel identified above, the reference to the mean high water of the Atlantic Ocean shall mean the erosion control line.

**STATE ROAD NO. A-1-A**  
66' RIGHT OF WAY

POB

ASPHALT PAVEMENT



203420.40  
56227.4

PROPOSED SHEET PILE  
N71°42'59"E (A)

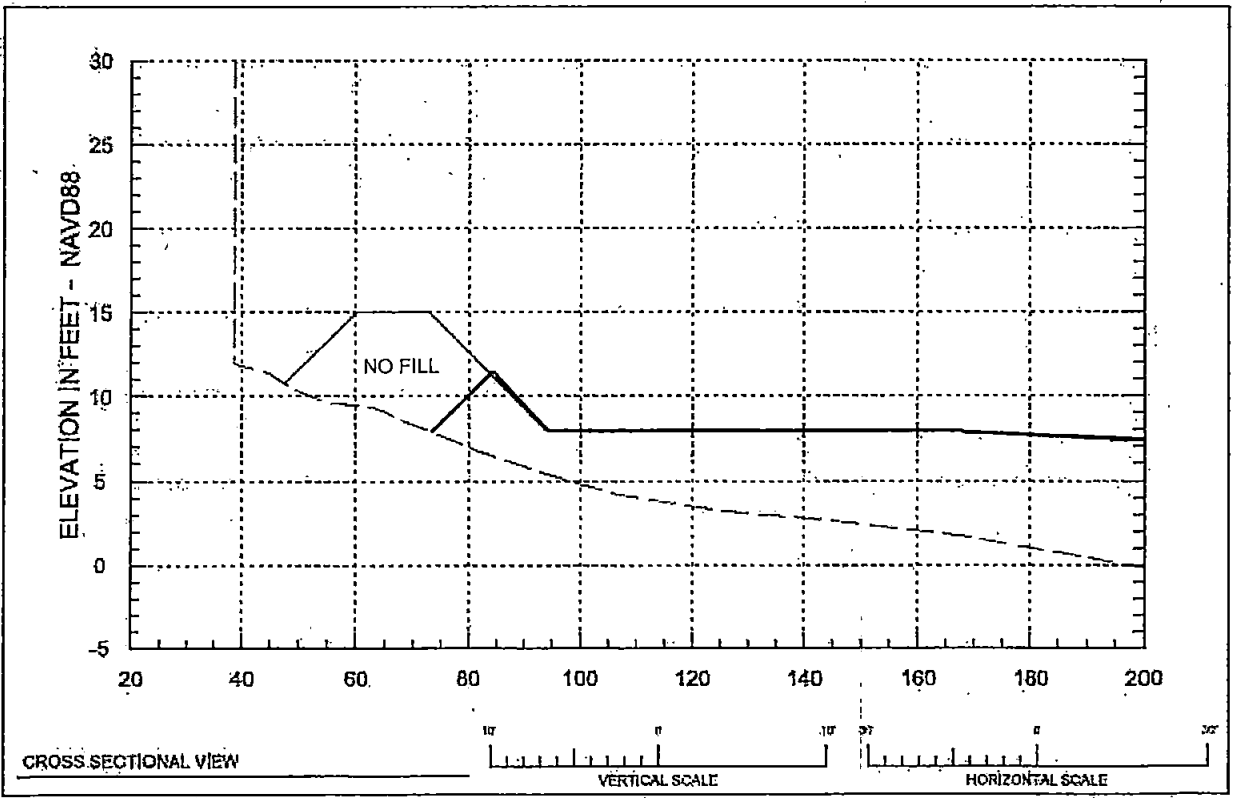
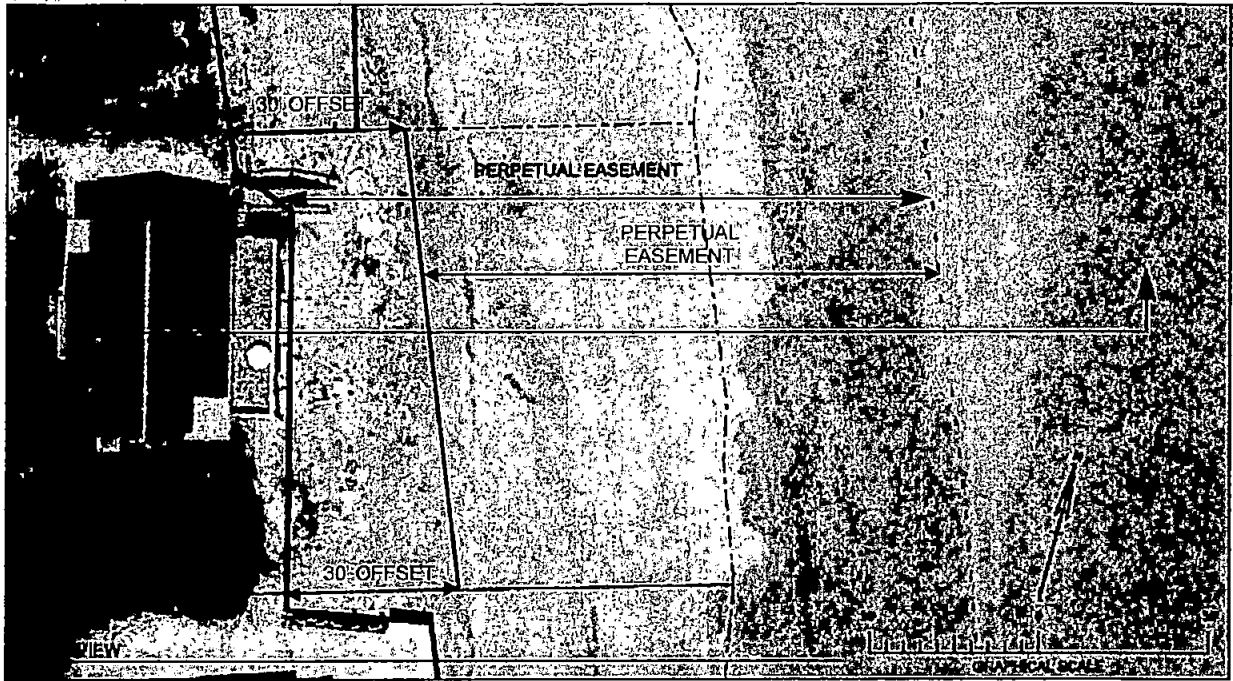
520°15'51.10"  
2034637.59  
56227.57


PROPOSED SHEET PILE  
75'-0"

EXISTING WAY  
EX SHEET PILING

PARCEL ID: 1488910000

3276 COASTAL HWY



 U.S. Army Corps of Engineers 9107 Highway 17 Jacksonville, Florida 32217	PARCEL EXHIBITS NOT FOR CONSTRUCTION	Drawn By: Date: Checked By: Date: Approved By: Date:	<b>COASTAL STORM RISK MANAGEMENT PROJECT</b> <b>SOUTH PONTE VEDRA AND VILANO BEACH</b> <b>ST. JOHN'S COUNTY, FL</b>	1488910000  PARCEL ID
	DEPARTMENT OF THE ARMY JACKSONVILLE DISTRICT, CORPS OF ENGINEERS JACKSONVILLE, FLORIDA	08/27/2010	LOG #152	



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

December 19, 2019

Derick Woolverton  
P.O. Box 2821  
Ponte Vedra Beach, Florida 32004

Via Email: [dwoolverton@bellsouth.net](mailto:dwoolverton@bellsouth.net)

## Approval of Permit Time Extension

Permit File Number: **SJ-1083 AR M1**  
Project Address: 3272, 3276 and 3280 Coastal Highway, St. Augustine

Dear Mr. Wolverton:

Your request for a time extension of permit file number **SJ-1083 AR M1**, for construction or other activities pursuant to Section 161.053, Florida Statutes, is hereby approved. The permit is now valid until **December 2, 2022**.

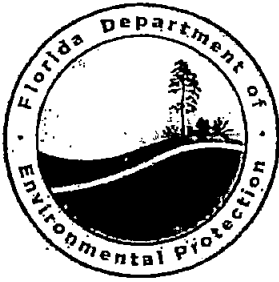
No further extensions of this permit are authorized. You may apply for a new permit. However, there is no assurance that a permit for any of the same construction or activities will be authorized upon future application.

You are required to post a copy of this letter on the site along with the Notice to Proceed for the entire period of construction. All requirements and conditions of the permit remain in effect. If you have any questions or concerns, or need additional information, please contact me by mail at the letterhead address (add Mail Station 3522), or by telephone at 850-245-7668, or by e-mail at [Celora.A.Jackson@Floridadep.gov](mailto:Celora.A.Jackson@Floridadep.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "C. Jackson", with a long horizontal stroke extending to the right.

Celora Douse Jackson, Permit Manager  
Coastal Construction Control Line  
Division of Water Resource Management



## Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400  
(850) 245-8336

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

December 2, 2016

Derick R. and Mark S. Woolverton, James M. and Audrey J. London,  
and Charles E. and Cynthia A. Doll  
c/o Derick R. Woolverton  
Post Office Box 391  
Ponte Vedra Beach, Florida 32004

### Notice to Proceed

**Permit Number:** SJ-1083 AR  
**Permittee Name:** Derick R. and Mark S. Woolverton, James M. and Audrey J. London,  
and Charles E. and Cynthia A. Doll

Dear Mr. Woolverton:

Your request for a permit pursuant to Section 161.053, Florida Statutes, for construction or other activities seaward of the coastal construction control line, has been approved by the Department of Environmental Protection, enclosed is the permit. However, construction may not commence until after the permittee complies with any preconstruction requirements described in Special Permit Condition 1.

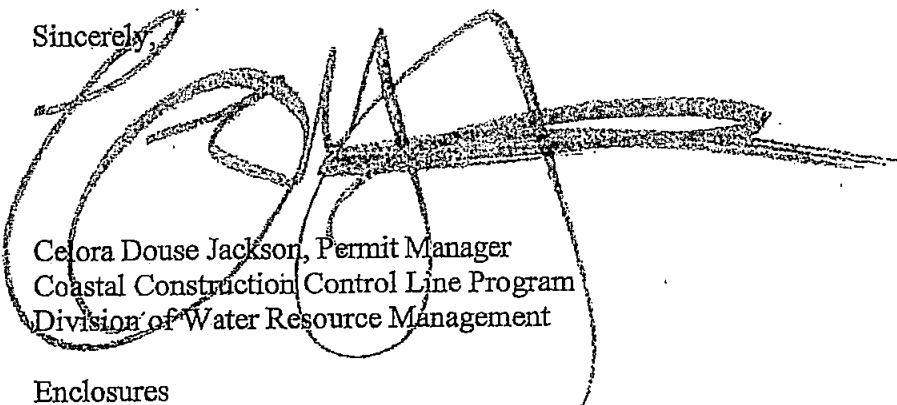
Please read the permit and permit conditions including both the General Permit Conditions and any Special Permit Conditions closely before starting construction. General Permit Conditions 1(q), and 1(s) pertain to written reports which must be submitted to the Department of Environmental Protection at specified times. The forms for the reports: 1(q) Periodic Progress Report (DEP Form 73-111), and 1(s) Final Certification (DEP Form 73-115B) are available by clicking on the following link <http://www.dep.state.fl.us/beaches/forms.htm#CCCL>. Each form may be submitted electronically. The periodic reports are due in the office on a monthly basis. No progress reports are required until such time as construction activities have started.

The permit will expire on December 2, 2019. Upon receipt of a written request signed by the permittee or authorized agent, the Department will consider extending the permit for up to but no more than three years. You must apply for a new permit for completion of any work not accomplished under the original permit. Although you may apply for a new permit, there is no assurance that such new permit for the same construction or activities would be approved.

Derick R. Woolverton  
December 2, 2016  
Page Two

The authorized work is strictly limited to that described on the enclosed permit. If you have any questions pertaining to this permit, please contact me by mail at the letterhead address (add Mail Station 3522), by telephone at (850) 245-7668, or by email at [Celora.A.Jackson@dep.state.fl.us](mailto:Celora.A.Jackson@dep.state.fl.us).

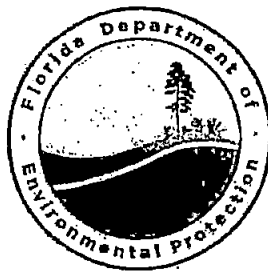
Sincerely,



Celora Douse Jackson, Permit Manager  
Coastal Construction Control Line Program  
Division of Water Resource Management

Enclosures

cc: Permit Information Center  
Trey Hatch, Field Inspector  
St. Johns County, Building Official  
Derick R. and Mark S. Woolverton, James M. and Audrey J. London,  
and Charles E. and Cynthia A. Doll, Property Owner



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Division of Water Resource Management  
2600 Blair Stone Road - Mail Station 3522  
Tallahassee, Florida 32399-2400  
(850) 245-8336

PERMIT NUMBER: SJ-1083 AR

PERMITTEE

Derick R. Woolverton and Mark S. Woolverton, James M. and Audrey J. London,  
and Charles E. and Cynthia A. Doll  
c/o Derick R. Woolverton  
Post Office Box 391  
Ponte Vedra Beach, Florida 32004

PERMIT AND NOTICE TO PROCEED FOR CONSTRUCTION OR OTHER ACTIVITIES  
PURSUANT TO SECTION 161.053, FLORIDA STATUTES

FINDINGS OF FACT: An application for authorization to conduct the activities seaward of the coastal construction control line that are indicated in the project description, was filed by the applicant/permittee named herein on August 27, 2010. On July 25, 2012, the Department issued a notice of denial of the application, to which the applicant timely requested an extension of time to petition for an administrative hearing. The Department issued an order granting the applicant's request for extension of time, which has been subsequently renewed and is still in effect. During the time that the extension has been in effect, the applicant has modified and supplemented the original application. The application, as modified and supplemented, is complete.

CONCLUSIONS OF LAW: After considering the merits of the proposal and any written objections from affected persons, the Department finds that upon compliance with the permit conditions, the activities indicated in the project description of this permit are of such a nature that they will result in no significant adverse impacts to the beach/dune areas or to adjacent properties; that the work is not expected to adversely impact nesting sea turtles, their hatchlings, or their habitat; that the work is expendable in nature and/or is appropriately designed in accordance with Section 62B-33.0051, Florida Administrative Code. Based on the foregoing considerations, the Department approves the application as modified since July 25, 2012; authorizes construction and/or activities at the location indicated below in strict accordance with the project description, the approved plans (if any) and the General Permit Conditions which are attached and are by this reference incorporated herein, and any additional conditions shown below, pursuant to Section 161.053(4), Florida Statutes. This action rescinds and replaces the notice of denial issued on July 25, 2012.

EXPIRATION DATE: December 2, 2019

LOCATION: Between approximately 290 feet and 453.3 feet north of the Department of Environmental Protection's reference monument R-117, in St. Johns County. Project address: 3272, 3276 and 3280 Coastal Highway, St. Augustine.

PROJECT DESCRIPTION:

Bulkhead (3272 and 3276 Coastal Highway)

1. Location relative to control line: A maximum of 93 feet and 99.5 feet seaward at the south and north ends, respectively.
2. Type of bulkhead: Anchored steel sheet pile.

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

**PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT**

**THIS INSTRUMENT**, made this 17 day of February, 2020, between GLENN E. ANDERS AND SUSAN LLOYD ANDERS, HUSBAND AND WIFE, whose address is 3200 COASTAL HWY, SAINT AUGUSTINE, FL 32084-2209, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:**

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches) (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the South Ponte Vedra Beach and Vilano Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the South Ponte Beach and Vilano Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach a dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from

said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of :

Witness Signature [Signature]  
Print Witness Name Marietta E. Workman  
Witness Signature [Signature]  
Print Witness Name Bernard C. Emmons

[Signature]  
Glenn E. Anders  
[Signature]  
Susan Lloyd Anders

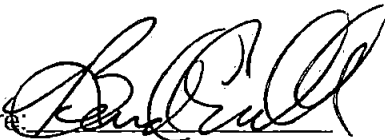
STATE OF FLORIDA  
COUNTY OF ST JOHN

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26 day of FEBRUARY, 2020, by Glenn E. Anders and Susan Lloyd Anders.

Print Witness Name: Marietta E. Workman

Print Name: GENE F. ANDERS

Witness Signature:



Date:

2/26/2020

Owner Signature:



Print Witness Name: Bernard C Emswiler

Print Name:

Susan Lloyd Anders

Date:

Feb 26, 2020



**BERNARD C. EMSWILER**  
 Notary Public, State of Florida  
 Commission# GG 302776  
 My comm. expires Feb. 17 2023

*Bernard Emswiler*

Notary Public  
 My Commission Expires: **FEB. 17, 2023**

Personally Known or Produced Identification  
 Type of Identification Produced **STATE OF FLORIDA DRIVER LICENSE**

**EXHIBIT "A"**

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE MEAN HIGH WATER OF THE ATLANTIC OCEAN\* AND THE FOLLOWING DESCRIBED LINE: SAID DESCRIBED LINE BEGINNING AT STATE PLANE COORDINATE NORTH 2033840 AND EAST 562557 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET); THENCE SOUTH 14°32'04" EAST A DISTANCE OF 28 FEET, MORE OR LESS, TO STATE PLANE COORDINATE NORTH 2033813 AND EAST 562564 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET). SAID DESCRIBED LINE EXTENDED TO INTERSECT WITH THE SOUTHERLY BOUNDARY OF SAID DESCRIBED PARCEL:

NORTH 30 FEET OF LOT M, PERKINS ADDITION TO NORTH BEACH CITY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

\* In the event an erosion control line is established over the parcel identified above, the reference to the mean high water of the Atlantic Ocean shall mean the erosion control line.

**WAIVER OF RIGHT TO RECEIVE FAIR MARKET VALUE**

WHEREAS Glenn E. Anders and Susan Lloyd Anders (landowner) desires to donate to St. Johns County, Florida, a political subdivision of the State of Florida, a perpetual beach storm damage reduction easement, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach a dune system and other erosion control and storm damage reduction measures associated with The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches);

WHEREAS landowner is the owner of land identified with St. Johns County Property Appraiser Parcel Identification Number of 148070 0000

5-20 PERKINS ADDN LOTS L & M

AND WHEREAS under the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, any landowner donating lands, easements, rights-of-way, and dredged material disposal areas for construction and subsequent operation and maintenance for Federal or Federally assisted projects is entitled to receive fair market value as compensation for said property.

NOW BE IT KNOWN that the landowner hereby acknowledges the fact that he/she/it is aware of the right to receive fair market value for the above-described easement and does hereby forever waive such right to receive fair market value for the easement. This waiver is binding upon said landowners, his/her/its heirs, successors, and assigns.

Witness Signature: *[Signature]*

Owner Signature: *[Signature]*

142310 0001\_SOUTH PONTE VEDRA LLC  
142310 0041\_SOUTH PONTE VEDRA LLC

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

### PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 13<sup>th</sup> day of March, 2020, between SOUTH PONTE VEDRA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose address is 4800 BEACH BLVD, STE 2, JACKSONVILLE, FL 32207-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

#### WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches) (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the South Ponte Vedra Beach and Vilano Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the South Ponte Beach and Vilano Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement in, on, over, and across the land described in Exhibit "A", (the "Easement Property"), which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach, a dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Local Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

The previous provisions to the contrary notwithstanding it is expressly acknowledged and agreed that this document does not grant any access over the Grantor's property lying west of the Easement Property.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and not withstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered in the presence of:

Witness Signature Debbie Taylor

Print Witness Name Debbie Taylor

Witness Signature Gail Oliver

Print Witness Name GAIL OLIVER

Grantor Signature [Signature]  
Print Grantor Name CARL M. SMITH JR  
Title MANAGING MEMBER

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13th day of March, 2020, by Carl Mel Smith Jr as Managing Member for

Debbie Taylor  
Notary Public  
My Commission Expires: 4-14-20

Personally Known or Produced Identification  
Type of Identification Produced \_\_\_\_\_



DEBBIE TAYLOR  
MY COMMISSION # FF 951061  
EXPIRES: April 14, 2020  
Bonded Thru Budget Notary Services

EXHIBIT "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCELS LYING BETWEEN THE EROISON CONTROL LINE AS RECORDED IN EROISON CONTROL LINE BOOK 14, PAGES 8 THROUGH 14 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE FOLLOWING DESCRIBED LINE: SAID DESCRIBED LINE BEGINNING AT STATE PLANE COORDINATE NORTH 2046885.42 AND EAST 558737.52 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET); THENCE SOUTH 13°22'01" EAST A DISTANCE OF 400 FEET TO STATE PLANE COORDINATE NORTH 2046496.26 AND EAST 558829.99 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET). SAID DESCRIBED LINE BEING EXTENDED OR FORESHORTENED NORTHERLY AND SOUTHERLY TO INTERSECT THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID DESCRIBED PARCELS:

THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND, LYING IN AND BEING PART OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING EAST OF STATE ROAD A-1-A, AS NOW ESTABLISHED, AND DESCRIBED AS FOLLOWS:

THE NORTH 60.73 FEET OF THE SOUTH 971.68 FEET OF SAID SECTION 20, LYING EAST OF STATE ROAD A-1-A, AS NOW ESTABLISHED.

AND

A PART OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 20, NORTH 00°45'00" WEST, BY AND ALONG THE WEST BOUNDARY OF SAID SECTION, A DISTANCE OF 910.95 FEET; THENCE NORTH 89°15'00" EAST, AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID SECTION, A DISTANCE OF 1420.14 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD A-1-A, A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°15'00" EAST, AND PARALLEL WITH SAID SOUTH BOUNDARY, A DISTANCE OF 235.08 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTHEASTERLY BY AND ALONG SAID MEAN HIGH WATER LINE AND FOLLOWING THE MEANDERINGS THEREOF, A DISTANCE OF 312 FEET MORE OR LESS; THENCE SOUTH 89°15'00" WEST AND PARALLEL WITH SAID SOUTH BOUNDARY A DISTANCE OF 235.08 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY OF STATE ROAD A-1-A; THENCE NORTH 14°25'00" WEST BY AND ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 312.50 FEET TO THE POINT OF BEGINNING.

142310-0010 EAST-WEST CONSTRUCTION INC.

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

**PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT**

THIS INSTRUMENT, made this 13<sup>th</sup> day of March, 2020, between EAST-WEST CONSTRUCTION, INC., A FLORIDA CORPORATION, whose address is 4800 BEACH BLVD, STE 2, JACKSONVILLE, FL 32207-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:**

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches) (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the South Ponte Vedra Beach and Vilano Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the South Ponte Beach and Vilano Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement in, on, over, and across the land described in Exhibit "A", (the "Easement Property"), which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

The previous provisions to the contrary notwithstanding it is expressly acknowledged and agreed that this document does not grant any access over the Grantor's property lying west of the Easement Property.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Local Sponsor, not to be unreasonably withheld, conditioned or delayed, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and not withstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered in the presence of:

Witness Signature Debbie Taylor

Print Witness Name Debbie Taylor

Witness Signature Gail Oliver

Print Witness Name GAIL OLIVER

Grantor Signature [Signature]  
Print Grantor Name CARL M SMITH JR  
Title President

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of a  physical presence or  online notarization, this 13<sup>th</sup> day of March, 2020, by Carl M Smith Jr as President for

Debbie Taylor  
Notary Public  
My Commission Expires: 4-14-20

Personally Known or Produced Identification  
Type of Identification Produced Driver's License



DEBBIE TAYLOR  
MY COMMISSION # FF 951061  
EXPIRES: April 14, 2020  
Bonded Thru Budget Notary Services

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCELS LYING BETWEEN THE EROISON CONTROL LINE AS RECORDED IN EROISON CONTROL LINE BOOK 14, PAGES 8 THROUGH 14 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE FOLLOWING DESCRIBED LINE: SAID DESCRIBED LINE BEGINNING AT STATE PLANE COORDINATE NORTH 2046885.42 AND EAST 558737.52 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET); THENCE SOUTH 13°22'01" EAST A DISTANCE OF 400 FEET TO STATE PLANE COORDINATE NORTH 2046496.26 AND EAST 558829.99 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET). SAID DESCRIBED LINE BEING EXTENDED OR FORESHORTENED NORTHERLY AND SOUTHERLY TO INTERSECT THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID DESCRIBED PARCELS:

A PART OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE NORTH 00 DEGREES 41 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 971.68 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 30 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 1413.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES 25 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A (A 66 FOOT RIGHT OR WAY AS NOW ESTABLISHED) A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 171.00 FEET, MORE OR LESS, TO THE APPROXIMATE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN (AS DESCRIBED IN OFFICIAL RECORDS VOLUME 604, PAGES 775 AND 776, OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE MEANDER SOUTHERLY ALONG SAID MEAN HIGH WATER MARK, A DISTANCE OF 10.00 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE THAT BEARS NORTH 89 DEGREES 15 MINUTES 30 SECONDS EAST, FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 167.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, MORE OR LESS.

142580 0000\_DELORENZO WILMA R REVOCABLE TRUST OF 1995  
142590 0000\_DELORENZO WILMA R REVOCABLE TRUST OF 1995

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

### CORRECTIVE PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 23<sup>rd</sup> day of March, 2020, between MICHAEL A. DELORENZO, TRUSTEE OF THE WILMA R. DELORENZO REVOCABLE TRUST OF 1995, AMENDED AND RESTATED JUNE 17, 2005 AND DAVID A. DELORENZO AND ANNABELLA C. DELORENZO, HUSBAND AND WIFE, whose address is 20 OCEAN WAY, SAINT AUGUSTINE, FL 32080-4604, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

#### WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches) (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the South Ponte Vedra Beach and Vilano Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the South Ponte Beach and Vilano Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach a dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

This Corrective Perpetual Beach Storm Damage Reduction Easement is given to correct the legal description of that certain Perpetual Beach Storm Damage Reduction Easement recorded in Official Records Book 4825, page 1938, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Laurie Ford

Print Witness Name Laurie Ford

Witness Signature Debbie Taylor

Print Witness Name Debbie Taylor

Grantor Signature Michael A. DeLorenzo  
Michael A. DeLorenzo

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of March, 2020, by Michael A. DeLorenzo.

Laurie Ford  
Notary Public  
My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Laurie Ford

Print Witness Name Laurie Ford

Witness Signature Debbie Taylor

Print Witness Name Debbie Taylor

Grantor Signature David A. DeLorenzo  
David A. DeLorenzo

Grantor Signature Annabella C. DeLorenzo  
Annabella C. DeLorenzo

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this 23<sup>rd</sup> day of March, 2020, by David A. DeLorenzo and Annabella C. DeLorenzo.

Laurie Ford  
Notary Public  
My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

EXHIBIT "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCELS LYING BETWEEN THE MEAN HIGH WATER OF THE ATLANTIC OCEAN\* AND THE FOLLOWING DESCRIBED LINE: SAID DESCRIBED LINE BEGINNING AT STATE PLANE COORDINATE NORTH 2036637 AND EAST 561619 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET); THENCE SOUTH 17°33'0124" EAST A DISTANCE OF 185.65 FEET TO STATE PLANE COORDINATE NORTH 2036460 AND EAST 561675 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET). SAID DESCRIBED LINE BEING EXTENDED NORTHERLY AND SOUTHERLY TO INTERSECT THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID DESCRIBED PARCELS:

PARCEL 1:

PART OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 7 SOUTH, RANGE 30 EAST, SHOWN AS PRM ON PLAT OF SURFSIDE AS PER PLAT BOOK 4, PAGE 32; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 318 FEET TO ITS INTERSECTION WITH THE WEST LINE OF COASTAL HIGHWAY AS SHOWN ON SAID PLAT OF SURFSIDE; THENCE EASTERLY, AT RIGHT ANGLES TO SAID HIGHWAY, 66 FEET TO ITS EAST LINE; THENCE NORTHWESTERLY, ALONG THE EAST LINE OF SAID HIGHWAY AND STATE ROAD A1A, 3696.4 FEET TO A POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE EASTERLY AT AN ANGLE TO THE RIGHT OF SAID ROAD OF 88 DEGREES 49 MINUTES 125 FEET MORE OR LESS TO THE SHORE OF THE ATLANTIC OCEAN; THENCE NORTHERLY, ALONG THE SHORE OF THE ATLANTIC OCEAN, 100 FEET, AS MEASURED ON A LINE PARALLEL TO SAID STATE ROAD A1A; THENCE WESTERLY, PARALLEL TO THE SOUTH LINE 125 FEET MORE OR LESS TO THE EAST LINE OF STATE ROAD A1A; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID ROAD, 100 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 5 TOWNSHIP 7 SOUTH, RANGE 30 EAST, SHOWN AS PRM ON PLAT OF SURFSIDE AS PER PLAT BOOK 4, PAGE 32, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 318 FEET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF COASTAL HIGHWAY (STATE ROAD A1A) AS SHOWN ON SAID PLAT OF SURFSIDE; THENCE EASTERLY, AT RIGHT ANGLE TO SAID HIGHWAY, 66 FEET TO THE EAST RIGHT OF WAY LINE OF SAID A1A; THENCE NORTH 17 DEGREES 36 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE OF A1A, 3796.4 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 17 DEGREES 36 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE OF A1A, 49.00 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 988, PAGE 1035, OF SAID PUBLIC RECORDS; THENCE NORTH 71 DEGREES 13 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 988, A DISTANCE OF 125 FEET MORE OR LESS TO THE ATLANTIC OCEAN; THENCE SOUTHERLY, ALONG THE ATLANTIC OCEAN, 49 FEET, AS MEASURED ON A LINE PARALLEL TO SAID STATE ROAD A1A; THENCE SOUTH 71 DEGREES 13 MINUTES WEST, ALONG THE SOUTH LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 176, PAGE 114, OF SAID PUBLIC RECORDS, 125 FEET MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD A1A AND THE POINT OF BEGINNING.

\* In the event an erosion control line is established over the parcel identified above, the reference to the mean high water of the Atlantic Ocean shall mean the erosion control line.

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

**PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT**

THIS INSTRUMENT, made this 14 day of October, 2019, between ELIZABETH H. RIDEMAN AND LARRY A. RIDEMAN AND CAROL ANN SIMON, whose address is 830 A1A N STE 13, PONTE VEDRA BEACH, FL 32082-3287, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:**

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches) (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the South Ponte Vedra Beach and Vilano Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the South Ponte Beach and Vilano Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach a dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Tiffany Jackson

Print Witness Name Tiffany Jackson


Witness Signature Julien Small

Print Witness Name Julien Small

Grantor Signature Elizabeth H. Rideman  
Elizabeth H. Rideman

Grantor Signature Larry A. Rideman  
Larry A. Rideman

STATE OF South Carolina  
COUNTY OF Kershaw

The foregoing instrument was acknowledged before me this 9 day of October, 2019, by Elizabeth H. Rideman and Larry A. Rideman who are personally known to me or have produced  as identification.

Rachel Summerton Rachel Summerton  
Notary Public South Carolina  
My Commission expires: Dec 08 2020

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Tiffany Jackson

Print Witness Name Tiffany Jackson

Witness Signature Julian Small

Print Witness Name Julian Small

Grantor Signature Carol Ann Simon  
Carol Ann Simon

STATE OF South Carolina  
COUNTY OF Kershaw

The foregoing instrument was acknowledged before me this 9 day of October, 2019, by Carol Ann Simon who is personally known to me or has produced FLDL # [REDACTED] s identification.

Rachel Sumner  
Notary Public South Carolina  
My Commission expires: Dec 08 2024

EXHIBIT "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE MEAN HIGH WATER OF THE ATLANTIC OCEAN\* AND THE "LANDWARD LIMIT OF BASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS 4786, PAGE 1224 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

A PART OF LOTS 2,3,5 AND 6, BLOCK 32, NORTH BEACH, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 28, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF EIGHTH STREET OF SAID NORTH BEACH WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, SAID RIGHT OF WAY LINE BEING 33 FEET EASTERLY FROM AND PARALLEL WITH THE CENTER LINE OF SAID STATE ROAD NO. A1A; THENCE NORTHERLY AND ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, 75.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID RIGHT OF WAY LINE 66.77 FEET; THENCE EASTERLY AND PARALLEL TO EIGHTH STREET 122.0 FEET MORE OR LESS, TO THE WESTERLY LINE OF ATLANTIC AVENUE; THENCE SOUTHERLY AND ALONG SAID WESTERLY LINE BEING THE EASTERLY LINE OF SAID BLOCK 32, 66.7 FEET, MORE OR LESS, THENCE WESTERLY AND PARALLEL TO SAID EIGHTH STREET 125.0 FEET MORE OR LESS TO THE POINT OF BEGINNING.

\* In the event an erosion control line is established over the parcel identified above, the reference to the mean high water of the Atlantic Ocean shall mean the erosion control line.

**EXHIBIT "B"**  
**TO**  
**RESOLUTION**

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

### TEMPORARY PIPELINE EASEMENT

THIS INSTRUMENT, made this 14 day of FEBRUARY, 2020, between VILANO SPRINGS RESORTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose address is C/O GROWING WELL PARTNERS LLC, 60 STATE ST, STE 700, BOSTON, MA 02109-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

#### WITNESSETH:

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary pipeline easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period of 24 months beginning on April 10, 2020 and terminating with the earlier of the completion of the remediation or the filing in the local land records by the representative of the GRANTEE in charge of the Project of a notice of termination, to locate, construct, operate, maintain, repair, replace and/or remove (a) (monitoring) (injection) (extraction) well(s), pipeline(s) and appurtenances thereto in connection with The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches); subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature A. Shuruyeva

Print Witness Name ANTONIA SHURUYEVA

Witness Signature [Signature]

Print Witness Name ANVIEL P. MORALES

STATE OF FLORIDA MASS  
COUNTY OF ESSEX

GRANTOR: Vilano Springs Resorts, LLC, a Florida  
limited liability company

By: Rolando Rabinec

Print Name ROLANDO RABINEC

Title MANAGER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of FEBRUARY, 2020, by ROLANDO RABINEC as MANAGER for Vilano Springs Resorts, LLC, a Florida limited liability company, on behalf of the company.

Personally Known or Produced Identification  
Type of Identification Produced \_\_\_\_\_

[Signature]  
Notary Public  
My Commission Expires 09/04/2020  
DANIEL P. MURPHY  
Notary Public, Massachusetts  
My Commission Expires September 4, 2020

EXHIBIT "A"

ALL OF THE FOLLOWING DESCRIBED LAND LYING SEAWARD OF THE ESTABLISHED CONTINUOUS DUNE VEGETATION:

BEGINNING AT A POINT WHERE THE NORTHERLY LINE OF SECTION NINE (9) TOWNSHIP SEVEN (7) SOUTH, RANGE THIRTY (30) EAST, MEETS THE ATLANTIC OCEAN, RUNNING THENCE; (1) WESTERLY ALONG THE SAID NORTHERLY LINE OF SECTION NINE (9) TO A POINT WHERE THE SAME IS INTERSECTED BY THE DIVIDING LINE, AS EXTENDED, BETWEEN LOTS THIRTEEN AND FOURTEEN (13 AND 14) BLOCK FOUR (4) AS LAID OUT ON SAID MAP; THENCE (2) SOUTHERLY ALONG THE SAID DIVIDING LINE BETWEEN SAID LOTS THIRTEEN AND FOURTEEN (13 AND 14) TO THE NORTH SIDE OF VILANO ROAD; THENCE (3) EASTERLY ALONG THE NORTH SIDE OF VILANO ROAD TO THE ATLANTIC OCEAN; THENCE (4) NORTHERLY ALONG THE ATLANTIC OCEAN TO THE POINT OR PLACE OF BEGINNING, TOGETHER WITH THE RIPARIAN RIGHTS THEREUNTO BELONGING; EXCEPTING THEREFROM THE WESTERLY EIGHTEEN (18) FEET OF THE PARCEL OF LAND DESCRIBED.

**EXHIBIT "C"**

**TO**

**RESOLUTION**

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

Public Records of St. Johns County, FL  
Clerk number: 2020019788  
BK: 4900 PG: 853  
3/11/2020 11:18 AM  
Recording \$27.00

### TEMPORARY WORK AREA EASEMENT

THIS INSTRUMENT, made this 10<sup>th</sup> day of March, 2020, between JAMES M. LONDON, Trustee of the James M. London Revocable Trust dated 12-17-2018, whose address is 6170 A1A S., Unit 223, St. Augustine, Florida 32080-7540, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

#### WITNESSETH:

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 months beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR

Witness Signature

Sheri Lewis

Grantor Signature

James M. London

Print Witness Name

Sheri Lewis

Print Name: James M. London

Witness Signature

Laurie Fod

Grantor Signature

Print Witness Name

Laurie Fod

Print Name

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT OF WAY LINE STATE ROAD A1A AS NOW ESTABLISHED AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS 4786, PAGE 1224 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING BETWEEN STATE ROAD NO. A-1-A AND THE ATLANTIC OCEAN, BEING THE NORTH 86.45 FEET OF THAT LAND DESCRIBED IN DEED RECORDED IN DEED BOOK 216, PAGE 251, PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THAT LAND DESCRIBED IN DEED BOOK 216, PAGE 251; THENCE NORTH 16 DEGREES 30 MINUTES WEST ON THE EAST LINE OF STATE ROAD NO. A-1-A, SAID EAST LINE OF ROAD BEING 33 FEET EAST FROM AND PARALLEL WITH THE CENTER LINE OF SAID ROAD, 14.61 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 16 DEGREES 30 MINUTES WEST, ON SAID EAST LINE OF ROAD 86.45 FEET; THENCE NORTH 71 DEGREES 48 MINUTES EAST, ON THE NORTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 216, PAGE 251, TO THE ATLANTIC OCEAN; THENCE SOUTHERLY ALONG THE ATLANTIC OCEAN, 86.5 FEET MORE OR LESS; THENCE SOUTH 71 DEGREES 48 MINUTES WEST TO POINT OF BEGINNING.

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

TEMPORARY WORK AREA EASEMENT

THIS INSTRUMENT, made this 2<sup>nd</sup> day of March, 2020, between RICHARD M. TISDALE, whose address is P. O. Box 444, Melrose, Florida 32666, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 months beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR

Witness Signature Bruce A. Ford

Grantor Signature Richard M. Tisdale

Print Witness Name Bruce A. Ford

Print Name: Richard M. Tisdale

Witness Signature Ronnie Ford

Print Witness Name Ronnie Ford

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this 24 day of March, 2020, by Richard M. Tisdale.

Laurie Ford

Notary Public

My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT OF WAY LINE STATE ROAD A1A AS NOW ESTABLISHED AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS 4786, PAGE 1224 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

PARCEL ONE:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT "O" OF PERKINS ADDITION AS RECORDED IN MAP BOOK 5, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WITH THE EAST LINE OF STATE ROAD A1A (AS IT CURRENTLY EXISTS) ALSO KNOWN AS STATE ROAD 140; THENCE NORTH 16°30' WEST ALONG SAID EAST LINE OF STATE ROAD A1A, 1192.14 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID EAST LINE, NORTH 16°30' WEST, 98.43 FEET; THENCE NORTH 71°21'03" EAST, A DISTANCE OF 138 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE MEANDER IN A SOUTHERLY DIRECTION ALONG SAID MEAN HIGH WATER LINE 98 FEET MORE OR LESS TO A POINT WHICH BEARS NORTH 71°21'03" EAST AT A DISTANCE OF 142 FEET MORE OR LESS FROM THE POINT OF BEGINNING; THENCE SOUTH 71°21'03" WEST, 142 FEET MORE OR LESS TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART THEREOF AS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT OF QUIET TITLE AS RECORDED IN OFFICIAL RECORDS BOOK 1333, PAGE 1795.

PARCEL TWO

A PART OF GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT "O" OF PERKINS ADDITION, AS RECORDED IN MAP BOOK 5, PAGE 20 OF THE PUBLIC RECORDS OF SAID COUNTY, WITH THE EAST RIGHT OF WAY LINE OF STATE ROAD 140, NOW STATE ROAD A1A; THENCE NORTH 16°30'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1291.30 FEET TO THE POINT OF BEGINNING FOR THE LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 16°30'00" WEST, A DISTANCE OF 115.00 FEET TO THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 879, PAGE 828 OF SAID PUBLIC RECORDS; THENCE NORTH 71°48'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 134 FEET, MORE OR LESS TO THE WATERS OF THE ATLANTIC OCEAN; THENCE SOUTHERLY, ALONG SAID WATERS OF THE ATLANTIC OCEAN, A DISTANCE OF 115 FEET, MORE OR LESS TO THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 483, PAGE 205 OF SAID PUBLIC RECORDS; THENCE SOUTH 71°48'00" WEST, ALONG LAST SAID LINE, A DISTANCE OF 138 FEET, MORE OR LESS TO THE POINT OF BEGINNING. BEING THE SAME LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 879, PAGE 828 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 483, PAGE 205 AND IN OFFICIAL RECORDS BOOK 1341, PAGE 1843 OF SAID PUBLIC RECORDS.

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

**TEMPORARY WORK AREA EASEMENT**

THIS INSTRUMENT, made this 23<sup>rd</sup> day of March, 2020, between MICHAEL A. DELORENZO, TRUSTEE OF THE WILMA R. DELORENZO REVOCABLE TRUST OF 1995, AMENDED AND RESTATED JUNE 17, 2005, AND DAVID A. DELORENZO AND ANNABELLA C. DELORENZO, HUSBAND AND WIFE,, whose address is 20 Ocean Way, St. Augustine, Florida 32080-4604, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:**

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 months beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Louise Ford

Print Witness Name Louise Ford

Witness Signature Debbie Taylor

Print Witness Name Debbie Taylor

GRANTOR

Grantor Signature Michael A. DeLorenzo

Print Name Michael A. DeLorenzo

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of March, 2020, by Michael A. DeLorenzo.

Laurie Ford  
Notary Public  
My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR

Witness Signature Laurie Ford

Grantor Signature David A. Delorenzo

Print Witness Name Laurie Ford

Print Name David A. Delorenzo

Witness Signature Debbie Taylor

Grantor Signature Annabella C. DeLorenzo

Print Witness Name Debbie Taylor

Print Name Annabella C. Delorenzo

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of March, 2020, by David A. Delorenzo and Annabella C. Delorenzo.

Laurie Ford  
Notary Public  
My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT OF WAY LINE STATE ROAD A1A AS NOW ESTABLISHED AND THE FOLLOWING DESCRIBED LINE: SAID DESCRIBED LINE BEGINNING AT STATE PLANE COORDINATE NORTH 2036637 AND EAST 561619 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET); THENCE SOUTH 17°33'0124" EAST A DISTANCE OF 185.65 FEET TO STATE PLANE COORDINATE NORTH 2036460 AND EAST 561675 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET). SAID DESCRIBED LINE BEING EXTENDED NORTHERLY AND SOUTHERLY TO INTERSECT THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID DESCRIBED PARCELS:

PARCEL 1:

PART OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:  
COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 7 SOUTH, RANGE 30 EAST, SHOWN AS PRM ON PLAT OF SURFSIDE AS PER PLAT BOOK 4, PAGE 32; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 318 FEET TO ITS INTERSECTION WITH THE WEST LINE OF COASTAL HIGHWAY AS SHOWN ON SAID PLAT OF SURFSIDE; THENCE EASTERLY, AT RIGHT ANGLES TO SAID HIGHWAY, 66 FEET TO ITS EAST LINE; THENCE NORTHWESTERLY, ALONG THE EAST LINE OF SAID HIGHWAY AND STATE ROAD A1A, 3696.4 FEET TO A POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE EASTERLY AT AN ANGLE TO THE RIGHT OF SAID ROAD OF 88 DEGREES 49 MINUTES 125 FEET MORE OR LESS TO THE SHORE OF THE ATLANTIC OCEAN; THENCE NORTHERLY, ALONG THE SHORE OF THE ATLANTIC OCEAN, 100 FEET, AS MEASURED ON A LINE PARALLEL TO SAID STATE ROAD A1A; THENCE WESTERLY, PARALLEL TO THE SOUTH LINE 125 FEET MORE OR LESS TO THE EAST LINE OF STATE ROAD A1A; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID ROAD, 100 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:  
COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 5 TOWNSHIP 7 SOUTH, RANGE 30 EAST, SHOWN AS PRM ON PLAT OF SURFSIDE AS PER PLAT BOOK 4, PAGE 32, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 318 FEET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF COASTAL HIGHWAY (STATE ROAD A1A) AS SHOWN ON SAID PLAT OF SURFSIDE; THENCE EASTERLY, AT RIGHT ANGLE TO SAID HIGHWAY, 66 FEET TO THE EAST RIGHT OF WAY LINE OF SAID A1A; THENCE NORTH 17 DEGREES 36 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE OF A1A, 3796.4 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 17 DEGREES 36 MINUTES 00 SECONDS WEST; ALONG SAID EAST LINE OF A1A, 49.00 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 988, PAGE 1035, OF SAID PUBLIC RECORDS; THENCE NORTH 71 DEGREES 13 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 988, A DISTANCE OF 125 FEET MORE OR LESS TO THE ATLANTIC OCEAN; THENCE SOUTHERLY, ALONG THE ATLANTIC OCEAN, 49 FEET, AS MEASURED ON A LINE PARALLEL TO SAID STATE ROAD A1A; THENCE SOUTH 71 DEGREES 13 MINUTES WEST, ALONG THE SOUTH LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 176, PAGE 114, OF SAID PUBLIC RECORDS, 125 FEET MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD A1A AND THE POINT OF BEGINNING.

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

Public Records of St. Johns County, FL  
Clerk number: 2020023186  
BK: 4907 PG: 1533  
3/23/2020 1:32 PM  
Recording \$27.00

**TEMPORARY WORK AREA EASEMENT**

THIS INSTRUMENT, made this 9<sup>th</sup> day of March, 2020, between BANASREE DAS, Trustee and Her Successor Trustees, Under the BANASREE DAS LIVING TRUST, Dated July 20, 2016, whose address is 7709 Watermark Lane South, Jacksonville, Florida 32256, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:**

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 months beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Laurie Ferd  
Print Witness Name Laurie Ferd  
Witness Signature Debbi Taylor  
Print Witness Name Debbi Taylor

GRANTOR

Grantor Signature Banasree Das

Print Name: Banasree Das

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of March, 2020, by Banasree Das.

Laurie Ford  
Notary Public  
My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced

 NOTARY PUBLIC  
Laurie Ford  
MY COMMISSION # FF 944828  
EXPIRES: April 17, 2020  
Bonded Thru Budget Notary Services

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT OF WAY LINE STATE ROAD A1A AS NOW ESTABLISHED AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS 4786, PAGE 1224 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

ALL OF THE SOUTH ONE-HALF (S ½) OF BLOCK 109 LYING EAST OF STATE ROAD A1A, NORTH BEACH, AS RECORDED IN MAP BOOK 3, PAGE 28, OF THE 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 ARNAU GRANT), ALL IN TOWNSHIP 6 SOUTH, RANGE 30 EAST.

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

TEMPORARY WORK AREA EASEMENT

THIS INSTRUMENT, made this 20 day of MARCH, 2020, between DAVID L. ROWE and AMANDA M. ROWE, husband and wife, whose address is 4510 W. Dale Avenue, Tampa, Florida 33609, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature [Signature]

Print Witness Name Dennis Ryan

Witness Signature [Signature]

Print Witness Name Michael Honey

GRANTOR

Grantor Signature [Signature]

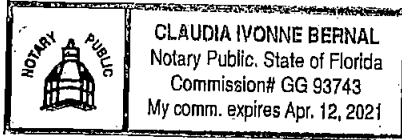
Print Name: David M. Rowe


Grantor Signature [Signature]

Print Name: Amanda M. Rowe

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of March, 2020, by David M. Rowe and Amanda M. Rowe.



  
Notary Public

My Commission Expires: Apr. 12, 2021

Personally Known or Produced Identification

Type of Identification Produced Florida Driver License / Florida Driver License.

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT-OF-WAY OF STATE ROAD A1A (COASTAL HIGHWAY) AND A LINE 10 FEET EASTERLY OF AND PARALLEL WITH THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS BOOK 4786, PAGE 1224 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THE SOUTH ONE-HALF (S1/2) OF BLOCK 63, LYING EASTERLY OF THE RIGHT OF WAY OF HIGHWAY A1A, NORTH BEACH, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 28, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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

Public Records of St. Johns County, FL  
Clerk number: 2020021876  
BK: 4904 PG: 1185  
3/18/2020 12:44 PM  
Recording \$27.00

### TEMPORARY WORK AREA EASEMENT

THIS INSTRUMENT, made this 16<sup>th</sup> day of March, 2020, between FRANK D. USINA and ELIZABETH K. USINA, husband and wife, and ROBERT F. USINA, as Personal Representative of the Estate of Mary K. Usina, deceased whose address is 4125 Coastal Highway, St. Augustine, Florida 32084-1418, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

### WITNESSETH:

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 months beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Laurie Ford

Print Witness Name Laurie Ford

Witness Signature Debbie Taylor

Print Witness Name Debbie Taylor

GRANTOR

Grantor Signature Frank D. Usina

Print Name: Frank D. Usina

Grantor Signature Elizabeth K. Usina

Print Name: Elizabeth K. Usina

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6<sup>th</sup> day of March, 2020, by Frank D. Usina and Elizabeth K. Usina.

Laurie Ford  
Notary Public  
My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of :

GRANTOR

Witness Signature Laurie Ford

Grantor Signature [Signature]

Print Witness Name Laurie Ford

Print Name: Robert F. Usina

Witness Signature Debbie Taylor

Print Witness Name Debbie Taylor

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6<sup>th</sup> day of March, 2020, by Robert F. Usina.

Laurie Ford  
Notary Public  
My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT OF WAY LINE STATE ROAD A1A AS NOW ESTABLISHED AND 25 FEET FROM THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS 4786, PAGE 1224 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

ALL OF LOTS 1, 2, 3, 4 AND 8, BLOCK 23, NORTH BEACH SUBDIVISION, LYING EAST OF STATE ROAD A1A, AS RECORDED IN MAP BOOK 3, PAGE 28, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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

TEMPORARY WORK AREA EASEMENT

THIS INSTRUMENT, made this 9<sup>th</sup> day of March, 2020, between ASLAN BEACH, LLC, a Florida limited liability company, whose address is 77 Almeria Street, St. Augustine, FL 32084, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 months beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Laura Ford

Print Witness Name Laura Ford

Witness Signature Debra Taylor

Print Witness Name Debra Taylor

GRANTOR

Grantor Signature D.R. Repass

Print Name D.R. Repass, Mayor

Grantor Signature \_\_\_\_\_

Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this 9<sup>th</sup> day of March, 2020, by  
D. K. Leppers as Manager for Aslan Beach, LLC, a  
Florida limited liability company.

Laurie Ford

Notary Public

My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT OF WAY LINE STATE ROAD A1A AS NOW ESTABLISHED AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS 4786, PAGE 1224 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

LOTS 14, 15, AND 16, ASLAN BEACH HOUSE UNIT 2, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 69, PAGES 40 THROUGH 43, INCLUSIVE, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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

**TEMPORARY WORK AREA EASEMENT**

THIS INSTRUMENT, made this 9th day of March, 2020, between JK VILANO BEACH, LLC, a Florida limited liability company, whose address is c/o D. R. Repass, Esq., 501 Riverside Avenue, Suite 901, Jacksonville, FL 32202, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:**

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 months beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Lauree Ford  
Print Witness Name Lauree Ford  
Witness Signature Debbie Taylor  
Print Witness Name Debbie Taylor

GRANTOR

Grantor Signature Jessie Kilbourn  
Print Name Jessie Kilbourn  
Grantor Signature \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this 9<sup>th</sup> day of March, 2020, by  
Tesse Killebrew as manager for JK Vilano Beach, LLC,  
a Florida limited liability company.

Laurie Ford

Notary Public

My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT OF WAY LINE STATE ROAD A1A AS NOW ESTABLISHED AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS 4786, PAGE 1224 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

TRACT E, ASLAN BEACH HOUSE UNIT 2, RECORDED IN MAP BOOK 69, PAGES 40-43, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Public Records of St. Johns County, FL  
Clerk number: 2020019786  
BK: 4900 PG: 847  
3/11/2020 11:18 AM  
Recording \$27.00

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

**TEMPORARY WORK AREA EASEMENT**

THIS INSTRUMENT, made this 11<sup>th</sup> day of March, 2020, between ASLAN BEACH INVESTMENT, LLC, a Florida limited liability company, whose address is 77 Almeria Street, St. Augustine, FL 32084, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:**

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 months beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Laurie Reed

Print Witness Name Laurie Reed

Witness Signature Debbie Taylor

Print Witness Name Debbie Taylor

GRANTOR

Grantor Signature [Signature]

Print Name Jesse Killebrew

Grantor Signature \_\_\_\_\_

Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this 9<sup>th</sup> day of March, 2020, by  
Jesse Killebrew as Manager for Aslan Beach Investment, LLC, a  
Florida limited liability company.

Laurie Ford

Notary Public

My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



LAURIE FORD  
MY COMMISSION # FF 944828  
EXPIRES 4/17/2020  
Bonded Through [unclear] Services

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT OF WAY LINE STATE ROAD A1A AS NOW ESTABLISHED AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS 4786, PAGE 1224 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

LOT 14 OF ASLAN BEACH HOUSE UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 69, PAGE(S) 40-43, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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

**TEMPORARY WORK AREA EASEMENT**

THIS INSTRUMENT, made this 19<sup>th</sup> day of March, 2020, between SOUTH PONTE VEDRA BEACH, LLC, a Florida limited liability company, whose address is 4800 Beach Boulevard, Suite 2, Jacksonville, Florida 32207, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:**

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

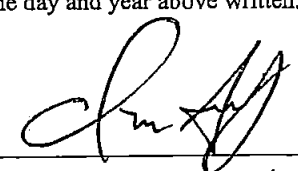
Witness Signature Laurie Ford

Print Witness Name Laurie Ford

Witness Signature Debbie Taylor

Print Witness Name Debbie Taylor

GRANTOR

Grantor Signature 

Print Name CARL M. SMITH/JR

Grantor Signature managing member

Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of March, 2020, by Mel Smith as ~~management~~ member for South Ponte Vedra, LLC, a Florida limited liability company. Mel Smith

Laurie Ford

Notary Public

My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT-OF-WAY OF STATE ROAD A1A (COASTAL HIGHWAY) AND THE FOLLOWING DESCRIBED LINE: SAID DESCRIBED LINE BEGINNING AT STATE PLANE COORDINATE NORTH 2046885.42 AND EAST 558737.52 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET); THENCE SOUTH 13°22'01" EAST A DISTANCE OF 400 FEET TO STATE PLANE COORDINATE NORTH 2046496.26 AND EAST 558829.99 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET). SAID DESCRIBED LINE BEING EXTENDED OR FORESHORTENED NORTHERLY AND SOUTHERLY TO INTERSECT THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID DESCRIBED PARCELS:

THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND, LYING IN AND BEING PART OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA , LYING EAST OF STATE ROAD A-1-A, AS NOW ESTABLISHED, AND DESCRIBED AS FOLLOWS:

THE NORTH 60.73 FEET OF THE SOUTH 971.68 FEET OF SAID SECTION 20; LYING EAST OF STATE ROAD A-1-A, AS NOW ESTABLISHED.

AND

A PART OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
FROM THE SOUTHWEST CORNER OF SAID SECTION 20, NORTH 00°45'00" WEST, BY AND ALONG THE WEST BOUNDARY OF SAID SECTION, A DISTANCE OF 910.95 FEET; THENCE NORTH 89°15'00" EAST, AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID SECTION, A DISTANCE OF 1420.14 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD A-1-A, A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°15'00" EAST, AND PARALLEL WITH SAID SOUTH BOUNDARY, A DISTANCE OF 235.08 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTHEASTERLY BY AND ALONG SAID MEAN HIGH WATER LINE AND FOLLOWING THE MEANDERINGS THEREOF, A DISTANCE OF 312 FEET MORE OR LESS; THENCE SOUTH 89°15'00" WEST AND PARALLEL WITH SAID SOUTH BOUNDARY A DISTANCE OF 235.08 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY OF STATE ROAD A-1-A; THENCE NORTH 14°25'00" WEST BY AND ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 312.50 FEET TO THE POINT OF BEGINNING.

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

TEMPORARY WORK AREA EASEMENT

THIS INSTRUMENT, made this 19<sup>th</sup> day of March, 2020, between EAST-WEST CONSTRUCTION, INC., a Florida corporation, whose address is 4800 Beach Boulevard, Suite 2, Jacksonville, Florida 32207, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby bargain, convey, and grant a temporary easement and right-of-way in, on, over and across the land described in Exhibit "A" for a period not to exceed 36 beginning with date possession of the land is granted to the GRANTEE, for use by the GRANTEE, its representatives, agents, and contractors as a work area, including the right to deposit fill, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of The St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Temporary Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

IN WITNESS WHEREOF, Grantor has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered  
in the presence of:

Witness Signature Laurie Ford

Print Witness Name Laurie Ford

Witness Signature Debbie Taylor

Print Witness Name Debbie Taylor

GRANTOR

Grantor Signature 

Print Name CARL M. SMITH  
President

Grantor Signature \_\_\_\_\_

Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of March, 2020, by Mel Smith as President for South Ponte Vedra, LLC, a Florida limited liability company. Mel Smith

Laurie Ford  
Notary Public  
My Commission Expires: 4-17-2020

Personally Known or Produced Identification  
Type of Identification Produced



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

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING BETWEEN THE EASTERLY RIGHT-OF-WAY OF STATE ROAD A1A (COASTAL HIGHWAY) AND THE FOLLOWING DESCRIBED LINE: SAID DESCRIBED LINE BEGINNING AT STATE PLANE COORDINATE NORTH 2046885.42 AND EAST 558737.52 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET); THENCE SOUTH 13°22'01" EAST A DISTANCE OF 400 FEET TO STATE PLANE COORDINATE NORTH 2046496.26 AND EAST 558829.99 (NAD83/HARN - FLORIDA EAST- U.S. SURVEY FEET). SAID DESCRIBED LINE BEING EXTENDED OR FORESHORTENED NORTHERLY AND SOUTHERLY TO INTERSECT THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID DESCRIBED PARCELS:

A PART OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE NORTH 00 DEGREES 41 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 971.68 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 30 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 1413.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES 25 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A (A 66 FOOT RIGHT OR WAY AS NOW ESTABLISHED) A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 171.00 FEET, MORE OR LESS, TO THE APPROXIMATE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN (AS DESCRIBED IN OFFICIAL RECORDS VOLUME 604, PAGES 775 AND 776, OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE MEANDER SOUTHERLY ALONG SAID MEAN HIGH WATER MARK, A DISTANCE OF 10.00 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE THAT BEARS NORTH 89 DEGREES 15 MINUTES 30 SECONDS EAST, FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 30- SECONDS WEST, A DISTANCE OF 167.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 0.04 ACRES, MORE OR LESS.