

RESOLUTION NO. 2022-292

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR TO EXECUTE A RELOCATABLE JOINT STORMWATER EASEMENT AGREEMENT, RELOCATABLE PARKING LOT JOINT USE AND EASEMENT AGREEMENT, AND A RELOCATABLE JOINT USE ACCESS EASEMENT AGREEMENT FOR PROPERTIES LOCATED OFF COUNTY ROAD 16A.**

**RECITALS**

**WHEREAS**, the School Board of St. Johns County, Florida, a political subdivision of the State of Florida, (“School Board”) is requesting from St. Johns County (“County”) a Relocatable Joint Stormwater Easement Agreement (“Stormwater Agreement”), a Relocatable Parking Lot Joint Use and Easement Agreement (“Parking Lot Agreement”), and a Relocatable Joint Use Access Easement Agreement (“Access Agreement”), attached hereto as Exhibits “A”, “B”, and “C”, incorporated by reference and made a part hereof, and

**WHEREAS**, the School Board owns unimproved real property commonly known as the “K-8 School NN”, located on County Road 16A; and

**WHEREAS**, the County owns unimproved real property commonly known as “10 acre park site”, located on Timberwolf Trail adjacent to K-8 School NN site; and

**WHEREAS**, both the School Board and the County could mutually benefit from shared infrastructure, and by jointly contributing to the establishment, operation and maintenance of recreational facilities and shared parking facilities collocated on the school site and the adjacent park site to serve the needs of both the School Board and the general public; and

**WHEREAS**, the County has determined that accepting the terms of the Stormwater Agreement, Parking Lot Agreement and Access Agreement, and entering into said agreements will serve the interests of the County.

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

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

Section 2. The Board of County Commissioners hereby approves the terms and authorizes the Chair to execute the Relocatable Joint Stormwater Easement Agreement, the Relocatable Parking Lot Joint Use and Easement Agreement and the Relocatable Joint Use Access Easement Agreement.

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

Section 4. The Clerk of the Circuit Court is instructed to record the original fully executed Relocatable Joint Stormwater Easement Agreement, Relocatable Parking Lot Joint Use and Easement Agreement and Relocatable Joint Use Access Easement Agreement in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 16 day of August, 2022.

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

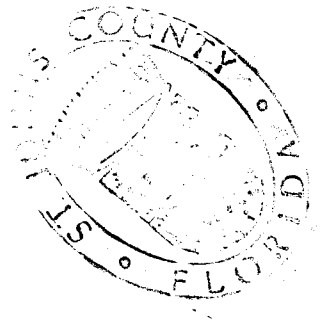
By: 

Christian Whitehurst, Vice Chair

**ATTEST:** Brandon J. Patty, Clerk of the  
Circuit Court & Comptroller

By: 

Deputy Clerk



Rendition Date: 8/18/22

Exhibit "A" to Resolution

Prepared by:  
Sidney F. Ansbacher, Esq.  
Upchurch, Bailey & Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007

**RELOCATABLE JOINT STORMWATER EASEMENT AGREEMENT**

**THIS RELOCATABLE JOINT STORMWATER EASEMENT AGREEMENT** (“**Stormwater Agreement**”), is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the “**County**,” and **SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 40 Orange Street, St. Augustine, Florida 32084, hereinafter called the “**School Board**” (the County and the School Board shall sometimes be called the “**Grantor**” or “**Grantee**,” or “**Party**” or “**Parties**,” as context may dictate).

**RECITALS**

A. The School Board owns the unimproved real property commonly known as the “**K-8 School NN**” or the “**School**,” which is legally described in **Exhibit “A.”**

B. The County owns an adjacent parcel (the “**Park**”), which is legally described in **Exhibit “B.”**

C. The School and the Park shall sometimes be called the “**Parcel**” or “**Parcels**,” as context may dictate.

D. The Parties and local municipalities entered into an Interlocal Agreement that authorizes the local general-purpose governments and the School Board to collocate, maintain and operate joint use facilities in order to reduce capital and operational costs to all governmental jurisdictions and to provide recreational areas for the community as a whole.

E. The School Board and County benefit mutually by contributing jointly to the establishment, operation and maintenance of shared facilities that can serve the needs of both the general public and the School Board.

F. Under this Stormwater Agreement, the County and the School Board will share the relocatable use of portions of their adjacent Parcels for stormwater as originally delineated as SWMF 2 on **Exhibit “C,”** collectively the “**Joint Use Stormwater Property.**”

**NOW THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals are incorporated and binding on the Parties.
2. Each Grantor conveys to the Grantee, and Grantee’s successors and assigns forever, a non-exclusive perpetual drainage easement (the “**Easement**”) with the right, privilege, and authority

for Grantee, its successor and assigns, to use, maintain, improve, and repair, as appropriate, either above or below the surface of stormwater pond and drainage facilities (the “**Joint Use Pond Facilities**”), on, along, over, through, across, or under the following described land in St. Johns County, Florida, lying on Grantor’s respective Parcel, subject to the parameters described below:

The Joint Use Stormwater Property is the property described as SWMF 2 in Exhibit “C,” all as incorporated by reference and made a part hereof (the “**Joint Use Pond Drainage Easement Area**”) (collectively, the Joint Use Pond Facilities and Joint Use Pond Drainage Easement Area constitute the Joint Use Stormwater Property).

**TOGETHER** with the right to the Grantee, its successors and assigns, of ingress and egress, to and over the Property, and for doing anything necessary, useful or convenient for the enjoyment of the Easement.

3. As further consideration for Grantor’s easement, Grantee hereby agrees to:

a. Obtain, or cooperate with the Grantor in obtaining, all necessary approvals and permits from appropriate governmental agencies in connection with the Grantee’s use of the Joint Use Pond Facilities and the Joint Use Pond Drainage Easement Area.

b. Be responsible for the maintenance and repair of said Joint Use Pond Facilities and keep them in good condition and repair and in compliance with all applicable laws, rules, regulations, and ordinances.

c. Construct and maintain the Joint Use Pond in a condition that will lawfully attenuate the stormwater runoff from all contributing drainage basins for 25 year/24 hour storm events so that the post-developed discharge rate is no greater than the pre-developed discharge rate. The resultant hydraulic gradient shall comply with the St. Johns County Land Development Code and applicable St. Johns River Water Management District (“**SJRWMD**”) authority.

d. Construct and maintain the Joint Use Stormwater Property in a condition that does not violate any existing or proposed local, state, or federal permits, including any applicable SJRWMD permit. Without limiting the foregoing, Grantee will be responsible for all costs and requirements associated with gopher tortoise relocation required by the construction of the Joint Use Stormwater Property, all in compliance with Incidental Take Permit STJ-067.

e. Install perimeter fencing around the Joint Use Stormwater Property, whether or not required by the SJRWMD. The fencing shall be black vinyl coated, to match Grantor’s Park Property line fencing.

4. Either Party may, at that Party’s expense, modify, reconfigure, or relocate any or all of the Joint Use Pond Facilities or Joint Use Pond Drainage Easement Area that is subject to this Easement, provided that:

a. The plans for such modification, reconfiguration, or relocation are approved by the other Party, which approval shall not be unreasonably withheld;

b. The Parties coordinate and cooperate in obtaining any and all necessary approvals and permits from appropriate governmental agencies in connection with the modification, reconfiguration, or relocation;

c. The minimum stormwater treatment volumes listed in this Section 4 are maintained for any modification, reconfiguration, or relocation of the Joint Use Stormwater Property; and

d. Any such modification, reconfiguration, or relocation shall be documented and memorialized by amending this Stormwater Agreement.

e. The Parties will bear any costs, permitting and other steps or obligations associated with expansion of any of the Joint Use Pond Facilities proportionately to the additional cubic capacity, as if only added surface, additional square footage, required by each Party. For example, if solely Grantee requires pond expansion, then solely Grantee shall pay all related costs, take all related steps, and incur all related obligations, including but not limited to permitting.

5. The Grantor and Grantee covenant and agree that neither Party shall knowingly discharge or knowingly allow the discharge, through that Party's use of the Joint Use Pond Facilities into or through the Joint Use Pond Drainage Easement Area or the Joint Use Pond Facilities, any hazardous or toxic material or substances, any pollutants, or any other substances or materials prohibited or regulated under a federal, state, or local law, ordinance, rule regulation or permit (collectively or separately, "**Prohibited Discharge**"), except in accordance with such laws, ordinances, rules, regulations and permits ("**Applicable Law**"). The Parties shall each make all reasonable efforts to contact each other regarding any known or suspected Prohibited Discharge into or within the Joint Use Pond Drainage Easement Area or the Joint Use Pond Facilities, whether or not originating from any public right-of-way. The apparently originating Party shall responsibly perform all necessary actions to contain and eliminate the discharge, consistently with all Applicable Law. Any obligation pertaining to a Prohibited Discharge, whether any violation of Applicable Law was known or unknown by the originating Party shall, once known, be performed and paid for in full by the apparently originating Party. In the event of a Prohibited Discharge into or within the Joint Use Pond Facilities or Joint Use Pond Drainage Easement Area, either Party may immediately cure the same and be reimbursed upon demand for reasonable cost thereof as appropriate. Nothing herein shall preclude either Party from seeking reimbursement from any third party identified as the source of any portion of a Prohibited Discharge.

6. To the extent permitted under Florida law, each Party ("**Indemnitor**") agrees to indemnify and hold the other Party ("**Indemnitee**") harmless from any and all claims, loss, cost, damage or expense, including reasonable attorneys' fees, caused to or suffered by Indemnitee attributable directly to any negligent, reckless or intentional act, or any default of this Stormwater Agreement, by any employee, agent, independent contractor or invitee of Indemnitor in connection with the exercise of the rights granted hereunder in this Stormwater Agreement, up to the Sovereign Immunity limits set forth in Section 768.28, Fla. Stat. Nothing in this Stormwater Agreement shall constitute or be deemed a waiver or modification of each Party's Sovereign Immunity protection or defenses under federal, state and local law.

7. Each Grantor represents and warrants to Grantee that Grantor is the true owner of record of Grantor's Parcel, and that it has full power and authority to grant to Grantee the rights granted hereunder.

8. Indemnity. During the term of this Stormwater Agreement, the indemnification requirements in this paragraph 8 and the insurance requirements in paragraph 9 may be satisfied by commercial insurance. Subject to the limits of s. 768.28, Fla. Stat., and without waiving sovereign immunity, each Grantee agrees to defend, indemnify and hold harmless the Grantor and the Grantor's agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent gross negligence, recklessness, or intentional misconduct of the Grantee, and the Grantee's agents, licensees, invitees and employees in connection with the performance of this Use Stormwater Agreement and the use or maintenance of the Joint Use Property. Subject to the limits of s. 768.28, Fla. Stat., and without waiving sovereign immunity, each Grantor agrees to defend, indemnify and hold harmless the Grantee and the Grantee's agents, licensees, invitees and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent gross negligence, recklessness, or intentional misconduct of the Grantor, or any of the Grantor's agents, licensees, invitees and employees in connection with the performance of this Stormwater Agreement and the use or maintenance of the Joint Use Property.

9. Insurance. The County shall maintain the following programs of insurance coverage:

General Liability Insurance with limits of not less than the following, and naming the School Board as an addition insured:

General Aggregate:	\$2 million
Personal Injury:	\$1 million
Each Occurrence:	\$1 million
Completed Operations:	\$2 million

The insurance shall terminate when this Stormwater Agreement terminates, except the Completed Operations insurance will remain effective through all applicable Statutes or Repose.

10. The Parties agree that the Easement benefits and burdens the School Parcel and the Park Parcel as stated in this Stormwater Agreement. The Easement covenant and the obligations and rights set forth in this Stormwater Agreement are running with title of each of the School Parcel and the Park Parcel, and shall be binding upon and inure to the benefit and burden of the successors and assigns of the respective Parties hereto.

11. Notices. Any notice required or permitted under this Stormwater Agreement shall be in writing, delivered to the Party at the address set forth below, and shall be deemed effectively delivered upon (i) personal delivery or electronic delivery, (ii) one day after deposit for overnight delivery by Federal Express or a comparable national express courier, (iii) two days after in the United States mail, by first-class mail, postage prepaid, or (iv) receipt via facsimile or electronic mail. A Party may designate another address for notice purposes upon written notice pursuant to

the provisions of this paragraph. The Parties shall provide each other after-hours emergency contact phone numbers of appropriate supervisory staff, which shall be periodically updated.

Notice to School Board: St. Johns County School Board  
Attn: Superintendent Tim Forson  
40 Orange Street  
St. Augustine, Florida 32084  
Phone: (904) 547-7502  
Email: [tforson@stjohns.k12.fl.us](mailto:tforson@stjohns.k12.fl.us)

with a copy to: Upchurch, Bailey and Upchurch, P.A.  
Attn: Sidney F. Ansbacher, Esq.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
Phone: (904) 829-9066  
Facsimile: (904) 825-4862  
Email: [sfansbacher@ubulaw.com](mailto:sfansbacher@ubulaw.com)

Notice to County: St. Johns County Board of County Commissioners  
Attn: Hunter Conrad, County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084  
Phone: (904) 209-0530  
Email: [hconrad@sjfl.us](mailto:hconrad@sjfl.us)

with a copy to: St. Johns County Attorney's Office  
Attn: David Migut, Esq.  
500 San Sebastian View  
St. Augustine, Florida 32084  
Phone: (904) 209-0805  
Email: [dmigut@sjcfl.us](mailto:dmigut@sjcfl.us)

12. Remedies. In the event of a default under this Stormwater Agreement, the Parties shall follow the dispute resolution procedures below.

12.1 Informal Negotiation. The Parties shall use initially the dispute resolution process set forth in ch. 164, Fla. Stat., to negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Stormwater Agreement (“**Dispute**”) after one Party gives written notice of such Dispute to the other Party.

12.2 Venue. If, after the ch. 164 process, the Dispute remains unresolved, the Parties agree that either Party may file suit in St. Johns County, Florida to resolve the Dispute. Each Party shall bear its own costs and attorneys’ fees.

13. Governing Law. The Parties agree that the laws of the State of Florida shall be used in interpreting this Stormwater Agreement, shall govern all disputes under this Stormwater Agreement and will determine all rights thereunder.

14. Non-Merger. This Stormwater Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of both Parcels, or any parts thereof, is vested in one party or entity.

15. Complete Agreement. This Stormwater Agreement contains the complete expression of the whole agreement between the Parties and there are no promises, representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This Stormwater Agreement cannot be amended, enlarged, modified, or changed in any respect except by written agreement between the Parties.

**IN WITNESS WHEREOF**, Grantor and Grantee have hereunto set hand and seal as of the day and year first above written.

WITNESSED BY:

\_\_\_\_\_

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

\_\_\_\_\_

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

**GRANTOR:**

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

By: \_\_\_\_\_  
Henry Dean, Chair

STATE OF FLORIDA        )  
  )ss  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before by means of  physical presence or  online notarization, me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Henry Dean, as Chair of the Board of County Commissioners of St. Johns County, Florida, who (\_\_\_\_) is personally known to me or (\_\_\_\_) has produced his Florida driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, Grantor and Grantee have hereunto set hand and seal as of the day and year first above written.

WITNESSED BY:

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

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

**GRANTEE:**

**SCHOOL BOARD OF ST. JOHNS  
COUNTY, FLORIDA, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_  
William Mignon, Chair

STATE OF FLORIDA        )  
  )ss  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before by means of  physical presence or  online notarization, me this \_\_\_\_ day of \_\_\_\_\_, 2022, by William Mignon, as Chair of the School Board of St. Johns County, Florida, who (\_\_\_\_) is personally known to me or (\_\_\_\_) has produced his Florida driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

(Ashford Mills – Shearwater School Site)

A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 88°59'37" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 84.25 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°59'37" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 20.80 FEET; THENCE NORTH 02°49'00" WEST, 302.95 FEET; THENCE NORTH 34°42'51" EAST, 34.36 FEET; THENCE NORTH 07°01'25" EAST, 18.73 FEET; THENCE SOUTH 83°31'12" EAST, 22.39 FEET; THENCE NORTH 39°18'32" EAST, 36.14 FEET; THENCE NORTH 80°33'32" EAST, 24.06 FEET; THENCE NORTH 21°43'38" EAST, 48.89 FEET; THENCE NORTH 12°49'55" EAST, 50.71 FEET; THENCE NORTH 13°06'53" WEST, 16.86 FEET; THENCE NORTH 67°44'16" WEST, 33.91 FEET; THENCE NORTH 82°32'24" EAST, 72.75 FEET; THENCE NORTH 28°27'57" EAST, 53.84 FEET; THENCE SOUTH 77°09'36" EAST, 42.96 FEET; THENCE NORTH 83°35'48" EAST, 33.54 FEET; THENCE NORTH 43°06'14" EAST, 83.69 FEET; THENCE SOUTH 18°10'39" WEST, 56.44 FEET; THENCE NORTH 24°18'19" EAST, 32.71 FEET; THENCE SOUTH 77°26'35" EAST, 47.14 FEET; THENCE NORTH 01°32'50" WEST, 41.44 FEET; THENCE NORTH 68°01'14" EAST, 18.60 FEET; THENCE SOUTH 45°22'43" EAST, 55.54 FEET; THENCE SOUTH 35°31'53" EAST, 46.99 FEET; THENCE SOUTH 76°06'30" EAST, 47.64 FEET; THENCE NORTH 72°02'58" EAST, 34.15 FEET; THENCE SOUTH 68°05'54" EAST, 43.33 FEET; THENCE NORTH 31°26'01" EAST, 59.62 FEET; THENCE SOUTH 68°02'58" EAST, 15.56 FEET; THENCE SOUTH 10°18'32" WEST, 46.73 FEET; THENCE SOUTH 66°27'36" EAST, 26.59 FEET; THENCE NORTH 79°09'52" EAST, 39.85 FEET; THENCE SOUTH 11°04'45" EAST, 38.83 FEET; THENCE SOUTH 12°44'32" EAST, 49.26 FEET; THENCE SOUTH 20°13'12" EAST, 52.32 FEET; THENCE NORTH 88°38'08" EAST, 48.63 FEET; THENCE NORTH 08°11'56" EAST, 33.20 FEET; THENCE NORTH 05°42'29" WEST, 50.91 FEET; THENCE NORTH 04°48'00" WEST, 46.16 FEET; THENCE NORTH 54°25'27" WEST, 39.21 FEET; THENCE NORTH 59°43'02" WEST, 43.57 FEET; THENCE NORTH 36°22'19" WEST, 21.54 FEET; THENCE NORTH 16°26'22" EAST, 33.05 FEET; THENCE NORTH 01°04'00" EAST, 34.86 FEET; THENCE NORTH 09°21'44" WEST, 54.82 FEET; THENCE NORTH 23°50'41" WEST, 50.24 FEET; THENCE NORTH 58°46'05" EAST, 76.58 FEET; THENCE SOUTH 35°42'10" EAST, 35.25 FEET; THENCE NORTH 50°54'42" EAST, 52.93 FEET; THENCE NORTH 20°54'17" EAST, 23.89 FEET; THENCE NORTH 57°26'08" EAST, 78.05 FEET; THENCE NORTH 56°12'56" EAST, 57.98 FEET; THENCE SOUTH 32°09'53" EAST, 59.39 FEET; THENCE NORTH 10°29'35" WEST, 57.28 FEET; THENCE NORTH 45°11'23" EAST, 56.57 FEET; THENCE NORTH 48°03'43" EAST, 14.86 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC

DISTANCE OF 59.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°31'54" EAST, 56.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37°09'53" EAST, 12.65 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 19.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55°39'43" EAST, 18.88 FEET; THENCE NORTH 35°49'05" EAST, 69.95 FEET; THENCE NORTH 37°57'46" EAST, 56.69 FEET; THENCE SOUTH 68°37'11" EAST, 32.65 FEET; THENCE NORTH 33°02'18" EAST, 67.51 FEET; THENCE NORTH 31°43'07" EAST, 46.75 FEET; THENCE SOUTH 69°12'16" EAST, 53.28 FEET; THENCE NORTH 48°22'20" EAST, 32.02 FEET; THENCE NORTH 51°37'55" WEST, 20.48 FEET; THENCE NORTH 23°32'43" EAST, 112.72 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 369.16 FEET, AN ARC DISTANCE OF 244.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 47°25'06" WEST, 240.38 FEET; THENCE NORTH 21°01'27" WEST, 108.94 FEET; THENCE SOUTH 62°55'47" WEST, 139.69 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 15.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°10'02" WEST, 15.23 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 19.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°21'45" WEST, 19.31 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 59.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°01'07" WEST, 58.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 17.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°46'41" EAST, 17.14 FEET; THENCE SOUTH 20°10'33" WEST, 149.50 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 28.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°43'16" WEST, 28.10 FEET; THENCE NORTH 72°17'10" WEST, 9.23 FEET; THENCE NORTH 10°02'28" WEST, 34.35 FEET; THENCE NORTH 81°31'23" EAST, 15.72 FEET; THENCE NORTH 71°10'31" WEST, 25.65 FEET; THENCE SOUTH 49°29'03" WEST, 25.03 FEET; THENCE SOUTH 68°57'42" WEST, 4.57 FEET; THENCE SOUTH 13°13'02" WEST, 14.57 FEET; THENCE SOUTH 35°52'41" WEST, 11.96 FEET; THENCE NORTH 71°45'05" WEST, 86.86 FEET; THENCE SOUTH 65°45'25" WEST, 22.14 FEET; THENCE SOUTH 75°25'19" WEST,

32.03 FEET; THENCE NORTH 72°53'29" WEST, 32.20 FEET; THENCE NORTH 47°17'02" WEST, 22.98 FEET; THENCE SOUTH 32°12'19" WEST, 20.36 FEET; THENCE NORTH 65°29'07" WEST, 40.81 FEET; THENCE NORTH 08°00'39" EAST, 66.15 FEET; THENCE NORTH 19°58'19" WEST, 53.43 FEET; THENCE NORTH 70°30'47" WEST, 46.85 FEET; THENCE NORTH 11°23'11" EAST, 33.81 FEET; THENCE NORTH 03°18'50" EAST, 77.15 FEET; THENCE NORTH 32°00'48" WEST, 7.72 FEET; THENCE NORTH 20°27'28" EAST, 28.16 FEET; THENCE NORTH 76°18'05" WEST, 27.49 FEET; THENCE SOUTH 34°35'27" WEST, 24.80 FEET; THENCE NORTH 84°51'41" WEST, 34.49 FEET; THENCE NORTH 44°05'54" EAST, 66.99 FEET; THENCE NORTH 11°42'27" WEST, 44.99 FEET; THENCE NORTH 61°29'11" EAST, 33.91 FEET; THENCE SOUTH 41°11'50" EAST, 18.54 FEET; THENCE SOUTH 57°30'48" EAST, 14.58 FEET; THENCE NORTH 76°58'39" EAST, 57.37 FEET; THENCE SOUTH 61°26'52" EAST, 27.07 FEET; THENCE NORTH 79°44'47" EAST, 35.29 FEET; THENCE NORTH 60°49'12" EAST, 40.23 FEET; THENCE NORTH 63°01'42" WEST, 25.14 FEET; THENCE SOUTH 84°18'41" WEST, 42.16 FEET; THENCE NORTH 04°14'14" WEST, 93.16 FEET; THENCE NORTH 08°39'35" EAST, 18.06 FEET; THENCE SOUTH 87°36'18" WEST, 752.82 FEET; THENCE SOUTH 02°49'00" EAST, 1718.22 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°54'41" EAST, 34.79 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

**EXHIBIT "B"**

**Legal Description**

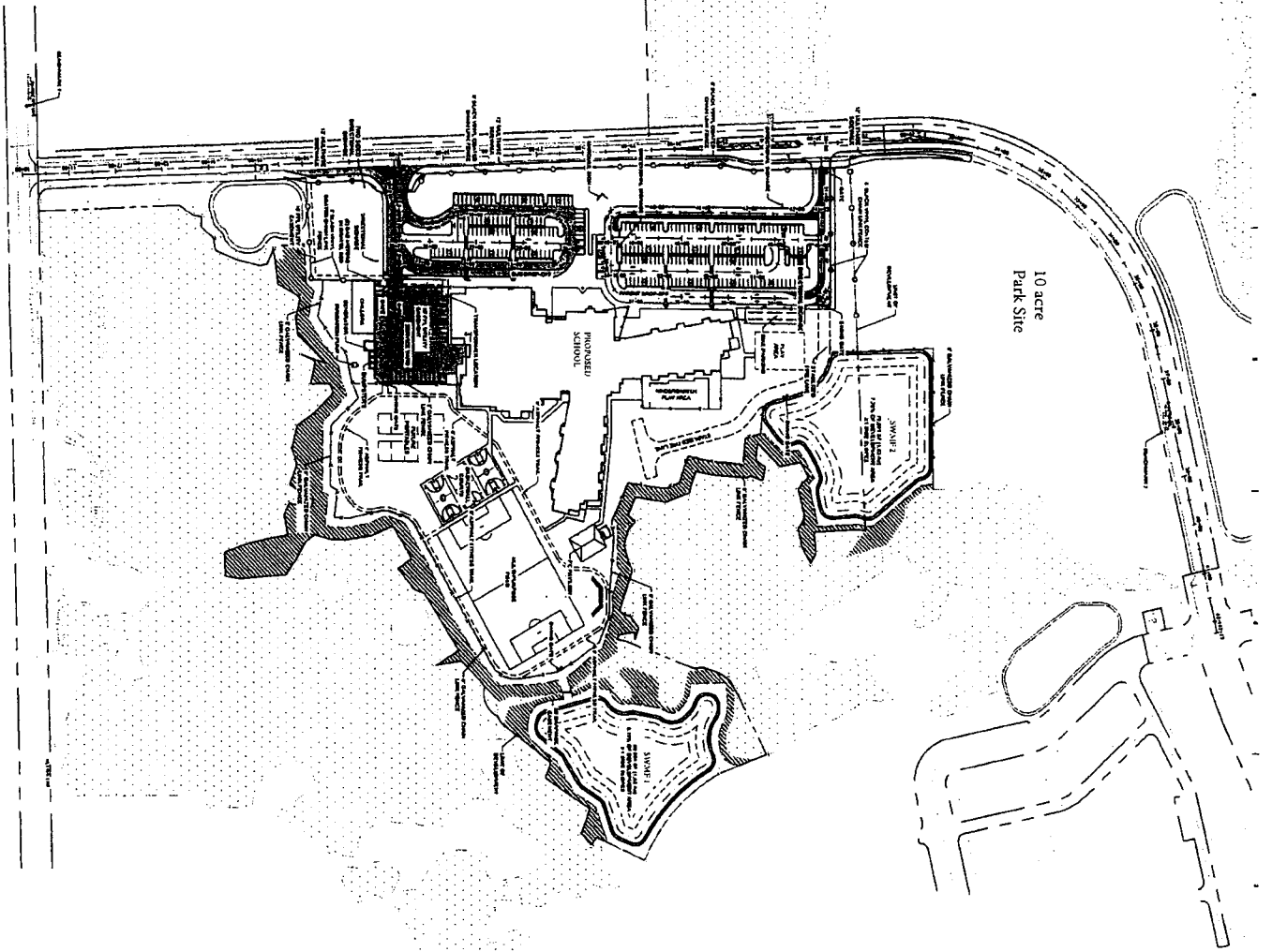
PARK SITE

A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 02°49'00" WEST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, AND ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, A DISTANCE OF 1740.55 FEET; THENCE NORTH 87°11'00" EAST, 60.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 02°49'00" WEST, 121.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 698.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°12'16" EAST, 643.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°13'32" EAST, 460.35 FEET; THENCE SOUTH 12°46'28" EAST, 28.86 FEET; THENCE SOUTH 05°10'17" WEST, 28.24 FEET; THENCE SOUTH 14°12'12" WEST, 57.53 FEET; THENCE SOUTH 40°36'44" EAST, 25.35 FEET; THENCE SOUTH 26°20'36" EAST, 25.67 FEET; THENCE SOUTH 12°33'52" WEST, 45.90 FEET; THENCE SOUTH 50°59'24" WEST, 40.24 FEET; THENCE SOUTH 04°54'45" EAST, 27.17 FEET; THENCE SOUTH 37°00'46" WEST, 29.51 FEET; THENCE SOUTH 46°05'12" WEST, 56.19 FEET; THENCE SOUTH 27°12'10" WEST, 34.99 FEET; THENCE NORTH 75°41'53" WEST, 59.34 FEET; THENCE SOUTH 16°01'44" EAST, 19.62 FEET; THENCE SOUTH 44°26'41" WEST, 20.43 FEET; THENCE SOUTH 28°59'17" WEST, 32.49 FEET; THENCE SOUTH 22°05'52" EAST, 39.70 FEET; THENCE SOUTH 38°46'18" WEST, 28.90 FEET; THENCE SOUTH 14°31'19" EAST, 24.58 FEET; THENCE SOUTH 26°23'49" EAST, 27.15 FEET; THENCE SOUTH 03°16'43" WEST, 40.64 FEET; THENCE SOUTH 03°22'29" EAST, 41.67 FEET; THENCE SOUTH 48°26'50" EAST, 26.99 FEET; THENCE SOUTH 27°58'18" EAST, 18.20 FEET; THENCE SOUTH 76°51'38" EAST, 33.24 FEET; THENCE SOUTH 54°17'34" EAST, 62.23 FEET; THENCE SOUTH 16°28'47" EAST, 87.08 FEET; THENCE NORTH 53°41'19" WEST, 66.42 FEET; THENCE SOUTH 87°36'18" WEST, 752.82 FEET, TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES, MORE OR LESS.

**EXHIBIT "C"**



**MATTHEWS DESIGN GROUP**  
 10 BOX 316, 1 WALDO DRIVE  
 ST. AUGUSTINE, FL 32084  
 PHONE: 321.286.4411  
 WWW.MATTHEWSDG.COM



**SITE DATA TABLE**

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
1	LOT AREA	1,000,000	100%
2	IMPERVIOUS SURFACE	100,000	10%
3	PERMEABLE SURFACE	900,000	90%
4	PAVING CALCULATION	100,000	10%
5	PERMEABLE CALCULATION	900,000	90%
6	TOTAL	1,000,000	100%

**REMARKS**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

**LEGEND**  
 - - - - - Proposed Building Footprint  
 - - - - - Proposed Parking Area  
 - - - - - Proposed Landscape Area

**GENERAL NOTES**  
 1. THE SITE PLAN IS TO BE USED AS A GUIDE ONLY.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

Exhibit "B" to Resolution

Prepared by:  
Sidney F. Ansbacher, Esq.  
Upchurch, Bailey & Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007

**RELOCATABLE PARKING LOT JOINT USE AND EASEMENT AGREEMENT**

This **PARKING LOT JOINT USE AND EASEMENT AGREEMENT** (“**Joint Use Agreement**”) is effective \_\_\_\_\_, 2022, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (the “**County**”) and **THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 40 Orange Street, St. Augustine, Florida 32084 (the “**School Board**”) (the County and School Board may be referred to in this Joint Use Agreement individually as a “**Party**,” and collectively as the “**Parties**”).

**RECITALS**

A. The School Board owns the unimproved real property commonly known as the “**K-8 School NN**” or the “**School**,” as legally described in **Exhibit “A.”**

B. The County owns an adjacent parcel (the “**Park**”), as legally described in **Exhibit “B.”**

C. The Parties and local municipalities entered into an Interlocal Agreement that authorizes the local general-purpose governments and the School Board to collocate, maintain and operate joint use facilities such as schools for recreational purposes in order to reduce capital and operational costs to all governmental jurisdictions and to provide recreational areas for the community as a whole.

D. The Interlocal Agreement provides that the School Board may use or grant the use of grounds of the School to any other public authority for the purposes of joint use, whenever such use does not interfere with school uses.

E. The School Board and County benefit mutually by contributing jointly to the establishment, operation and maintenance of recreational facilities and shared parking facilities that can serve the needs of both the general public and the School Board.

F. Under this Joint Use Agreement, the County and the School Board will share the use of the School Parking Lots as defined in subparagraph 2.1, and delineated initially on the preliminary site plan for the School attached as **Exhibit “C,”** collectively the “**Joint Use Property.**” This Agreement will be amended as soon as possible after the Commencement Date, as defined in paragraph 3 below, to depict the Joint Use Property as built.

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals are true and correct and are incorporate herein by reference.
2. Joint Use Property. The Joint Use Property consists of the following:

2.1 Parking Area. The marked parking spaces on the Property (“**Parking Lots**” or “**Parking**”), which will be designated by the School Board.

2.2 Access to Joint Use Property. Each Party shall have access to the Joint Use Property according to the terms and conditions of this Joint Use Agreement.

3. Term Commencement Date. This Joint Use Agreement shall become effective upon approval by both of the governing boards of both Parties and full execution of the Joint Use Agreement (“**Effective Date**”). The term of the Joint Use Agreement shall commence on the last date of completion of construction of the School Board’s K-8 School NN and the County’s Park, and both Parties’ acceptance of all construction improvements associated with each parcel (“**Commencement Date**”). Within thirty (30) days after the Commencement Date, the Parties agree to memorialize the Term Commencement Date and record it as an amendment to this Joint Use Agreement.

4. Use. The Joint Use Property shall be used by the Parties for parking as described below.

5. School Board and County Use.

5.1 School Board.

5.1.1 Parking. The Parking Lots shall be available for use by the School Board at all times.

5.2 County.

5.2.1 Parking. The County shall have use of the Parking Lots for community uses after school hours and on weekends as authorized by the School Board or its designee at K-8 School NN.

6. Special Events. The Parties shall meet annually (at a minimum) prior to the beginning of each school year to schedule use of the Joint Use Property (“**the Master Schedule**”). The Parties shall also meet as needed for special events and changes to the schedule only if those special events and changes to the schedule could not have been included in the Master Schedule despite reasonable and good faith efforts.

7. Supervision and Compliance with Law. The County is responsible for supervision of the Joint Use Property during the time of that Party’s use. The County shall comply with, and shall ensure compliance by persons within its control and authority, including all members of the public and invitees, with all state, federal and local laws, rules, regulations, and policies now in force, or which may be in force in the future, pertaining to the Joint Use Property. The County shall comply with the School Board’s rules and policies during the time of County’s use of that portion of the Joint Use Property.

8. Maintenance and Repair.

8.1 Routine Clean-up of Joint Use Property During Exclusive Use. The County shall be responsible for the routine clean-up of the Joint Use Property during the time of the County’s use. Such routine clean-up includes maintaining the area in good order and condition and free of litter (“**Routine Clean-up**”).

9. General Terms and Conditions.

9.1 Indemnity. During the term of this Joint Use Agreement, the indemnification requirements in this paragraph 9.1 and the insurance requirements in paragraph 9.2 may be satisfied by a program of self-insurance and commercial insurance, as applicable. Subject to the limits of s. 768.28, Fla. Stat., and without waiving sovereign immunity, the County agrees to defend, indemnify and hold harmless the School Board, its agents and employees from any and all liability, claims, damages, or injuries to any person caused by the independent gross negligence, recklessness, or intentional misconduct of the County, its agents, licensees, invitees and employees in connection with the performance of this Joint Use Agreement and the use or maintenance of the Joint Use Property. Subject to the limits of s. 768.28, Fla. Stat., and without waiving sovereign immunity, the School Board agrees to defend, indemnify and hold harmless the County, its agents, licensees, invitees and employees from any and all liability, claims, damages, or injuries to any person caused by the independent gross negligence, recklessness, or intentional misconduct of the School Board, or any of the School Board's agents, licensees, invitees and employees in connection with the performance of this Joint Use Agreement and the use or maintenance of the Joint Use Property.

9.2 Insurance. The County shall, at all times between the Effective Date and termination of this Joint Use Agreement, maintain the following programs of insurance coverage:

9.2.1 General Liability Insurance with limits of not less than the following, and naming the School Board as an addition insured:

General Aggregate:	\$2 million
Personal Injury:	\$1 million
Each Occurrence:	\$1 million

10. Waiver. The waiver by either Party of any breach or of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other breach, term, covenant, or condition of this Joint Use Agreement.

11. Notices. Any notice required or permitted under this Joint Use Agreement shall be in writing, delivered to the Party at the address set forth below, and shall be deemed effectively delivered upon (i) personal delivery or electronic delivery, (ii) one day after deposit for overnight delivery by Federal Express or a comparable national express courier, (iii) two days after in the United States mail, by first-class mail, postage prepaid, or (iv) receipt via facsimile or electronic mail. A Party may designate another address for notice purposes upon written notice pursuant to the provisions of this paragraph. The Parties shall provide each other after-hours emergency contact phone numbers of appropriate supervisory staff, which shall be periodically updated.

Notice to School Board:	St. Johns County School Board Attn: Superintendent Tim Forson 40 Orange Street St. Augustine, Florida 32084 Phone: (904) 547-7502 Email: <a href="mailto:tforson@stjohns.k12.fl.us">tforson@stjohns.k12.fl.us</a>
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with a copy to: Upchurch, Bailey and Upchurch, P.A.  
Attn: Sidney F. Ansbacher, Esq.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
Phone: (904) 829-9066  
Facsimile: (904) 825-4862  
Email: [sfansbacher@ubulaw.com](mailto:sfansbacher@ubulaw.com)

Notice to County: St. Johns County Board of County Commissioners  
Attn: Hunter Conrad, County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084  
Phone: (904) 209-0530  
Email: [hconrad@sjfl.us](mailto:hconrad@sjfl.us)

with a copy to: St. Johns County Attorney's Office  
Attn: David Migut, Esq.  
500 San Sebastian View  
St. Augustine, Florida 32084  
Phone: (904) 209-0805  
Email: [dmigut@sjcfl.us](mailto:dmigut@sjcfl.us)

12. Remedies. In the event of a default under this Joint Use Agreement, the Parties shall follow the dispute resolution procedures below.

12.1 Informal Negotiation. The Parties shall use initially the dispute resolution process set forth in ch. 164, Fla. Stat., to negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Joint Use Agreement (“**Dispute**”) after one Party gives written notice of such Dispute to the other Party.

12.2 Venue. If, after the ch. 164 process, the Dispute remains unresolved, the Parties agree that either Party may file suit in St. Johns County, Florida to resolve the Dispute. Each Party shall bear its own costs and attorneys’ fees.

13. Governing Law. The Parties agree that the laws of the State of Florida shall be used in interpreting this Joint Use Agreement, shall govern all disputes under this Joint Use Agreement and will determine all rights thereunder.

14. Non-Merger. This Joint Use Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of both Parcels, or any parts thereof, is vested in one party or entity.

15. Covenants. The Parties agree that the obligations and rights set forth in this Agreement are running with title of each of the School and the Park Parcel, and shall be binding upon and inure to the benefit and burden of the successors and assigns of the respective Parties hereto.

16. Complete Agreement. This Joint Use Agreement contains the complete expression of

the whole agreement between the Parties and there are no promises, representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This Joint Use Agreement cannot be amended, enlarged, modified, or changed in any respect except by written agreement between the Parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES FOUND ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have hereunto set hand and seal as of the day and year first above written.

WITNESSED BY:

COUNTY:

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

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

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

By: \_\_\_\_\_  
Henry Dean, Chair

STATE OF FLORIDA        )  
  )ss  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before by means of  physical presence or  online notarization, me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Henry Dean, as Chair of the Board of County Commissioners of St. Johns County, Florida, who (\_\_\_\_) is personally known to me or (\_\_\_\_) has produced his Florida driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have hereunto set hand and seal as of the day and year first above written.

WITNESSED BY:

**SCHOOL BOARD:**

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

**SCHOOL BOARD OF ST. JOHNS  
COUNTY, FLORIDA, a political  
subdivision of the State of Florida**

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

By: \_\_\_\_\_  
William Mignon, Chair

STATE OF FLORIDA        )  
  )ss  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before by means of  physical presence or  online notarization, me this \_\_\_\_ day of \_\_\_\_\_, 2022, by William Mignon, as Chair of the School Board of St. Johns County, Florida, who (\_\_\_\_) is personally known to me or (\_\_\_\_) has produced his Florida driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

(Ashford Mills – Shearwater School Site)

A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 88°59'37" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 84.25 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°59'37" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 20.80 FEET; THENCE NORTH 02°49'00" WEST, 302.95 FEET; THENCE NORTH 34°42'51" EAST, 34.36 FEET; THENCE NORTH 07°01'25" EAST, 18.73 FEET; THENCE SOUTH 83°31'12" EAST, 22.39 FEET; THENCE NORTH 39°18'32" EAST, 36.14 FEET; THENCE NORTH 80°33'32" EAST, 24.06 FEET; THENCE NORTH 21°43'38" EAST, 48.89 FEET; THENCE NORTH 12°49'55" EAST, 50.71 FEET; THENCE NORTH 13°06'53" WEST, 16.86 FEET; THENCE NORTH 67°44'16" WEST, 33.91 FEET; THENCE NORTH 82°32'24" EAST, 72.75 FEET; THENCE NORTH 28°27'57" EAST, 53.84 FEET; THENCE SOUTH 77°09'36" EAST, 42.96 FEET; THENCE NORTH 83°35'48" EAST, 33.54 FEET; THENCE NORTH 43°06'14" EAST, 83.69 FEET; THENCE SOUTH 18°10'39" WEST, 56.44 FEET; THENCE NORTH 24°18'19" EAST, 32.71 FEET; THENCE SOUTH 77°26'35" EAST, 47.14 FEET; THENCE NORTH 01°32'50" WEST, 41.44 FEET; THENCE NORTH 68°01'14" EAST, 18.60 FEET; THENCE SOUTH 45°22'43" EAST, 55.54 FEET; THENCE SOUTH 35°31'53" EAST, 46.99 FEET; THENCE SOUTH 76°06'30" EAST, 47.64 FEET; THENCE NORTH 72°02'58" EAST, 34.15 FEET; THENCE SOUTH 68°05'54" EAST, 43.33 FEET; THENCE NORTH 31°26'01" EAST, 59.62 FEET; THENCE SOUTH 68°02'58" EAST, 15.56 FEET; THENCE SOUTH 10°18'32" WEST, 46.73 FEET; THENCE SOUTH 66°27'36" EAST, 26.59 FEET; THENCE NORTH 79°09'52" EAST, 39.85 FEET; THENCE SOUTH 11°04'45" EAST, 38.83 FEET; THENCE SOUTH 12°44'32" EAST, 49.26 FEET; THENCE SOUTH 20°13'12" EAST, 52.32 FEET; THENCE NORTH 88°38'08" EAST, 48.63 FEET; THENCE NORTH 08°11'56" EAST, 33.20 FEET; THENCE NORTH 05°42'29" WEST, 50.91 FEET; THENCE NORTH 04°48'00" WEST, 46.16 FEET; THENCE NORTH 54°25'27" WEST, 39.21 FEET; THENCE NORTH 59°43'02" WEST, 43.57 FEET; THENCE NORTH 36°22'19" WEST, 21.54 FEET; THENCE NORTH 16°26'22" EAST, 33.05 FEET; THENCE NORTH 01°04'00" EAST, 34.86 FEET; THENCE NORTH 09°21'44" WEST, 54.82 FEET; THENCE NORTH 23°50'41" WEST, 50.24 FEET; THENCE NORTH 58°46'05" EAST, 76.58 FEET; THENCE SOUTH 35°42'10" EAST, 35.25 FEET; THENCE NORTH 50°54'42" EAST, 52.93 FEET; THENCE NORTH 20°54'17" EAST, 23.89 FEET; THENCE NORTH 57°26'08" EAST, 78.05 FEET; THENCE NORTH 56°12'56" EAST, 57.98 FEET; THENCE SOUTH 32°09'53" EAST, 59.39 FEET; THENCE NORTH 10°29'35" WEST, 57.28 FEET; THENCE NORTH 45°11'23" EAST, 56.57 FEET; THENCE NORTH 48°03'43" EAST, 14.86 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC

DISTANCE OF 59.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°31'54" EAST, 56.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37°09'53" EAST, 12.65 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 19.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55°39'43" EAST, 18.88 FEET; THENCE NORTH 35°49'05" EAST, 69.95 FEET; THENCE NORTH 37°57'46" EAST, 56.69 FEET; THENCE SOUTH 68°37'11" EAST, 32.65 FEET; THENCE NORTH 33°02'18" EAST, 67.51 FEET; THENCE NORTH 31°43'07" EAST, 46.75 FEET; THENCE SOUTH 69°12'16" EAST, 53.28 FEET; THENCE NORTH 48°22'20" EAST, 32.02 FEET; THENCE NORTH 51°37'55" WEST, 20.48 FEET; THENCE NORTH 23°32'43" EAST, 112.72 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 369.16 FEET, AN ARC DISTANCE OF 244.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 47°25'06" WEST, 240.38 FEET; THENCE NORTH 21°01'27" WEST, 108.94 FEET; THENCE SOUTH 62°55'47" WEST, 139.69 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 15.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°10'02" WEST, 15.23 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 19.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°21'45" WEST, 19.31 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 59.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°01'07" WEST, 58.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 17.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°46'41" EAST, 17.14 FEET; THENCE SOUTH 20°10'33" WEST, 149.50 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 28.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°43'16" WEST, 28.10 FEET; THENCE NORTH 72°17'10" WEST, 9.23 FEET; THENCE NORTH 10°02'28" WEST, 34.35 FEET; THENCE NORTH 81°31'23" EAST, 15.72 FEET; THENCE NORTH 71°10'31" WEST, 25.65 FEET; THENCE SOUTH 49°29'03" WEST, 25.03 FEET; THENCE SOUTH 68°57'42" WEST, 4.57 FEET; THENCE SOUTH 13°13'02" WEST, 14.57 FEET; THENCE SOUTH 35°52'41" WEST, 11.96 FEET; THENCE NORTH 71°45'05" WEST, 86.86 FEET; THENCE SOUTH 65°45'25" WEST, 22.14 FEET; THENCE SOUTH 75°25'19" WEST,

32.03 FEET; THENCE NORTH 72°53'29" WEST, 32.20 FEET; THENCE NORTH 47°17'02" WEST, 22.98 FEET; THENCE SOUTH 32°12'19" WEST, 20.36 FEET; THENCE NORTH 65°29'07" WEST, 40.81 FEET; THENCE NORTH 08°00'39" EAST, 66.15 FEET; THENCE NORTH 19°58'19" WEST, 53.43 FEET; THENCE NORTH 70°30'47" WEST, 46.85 FEET; THENCE NORTH 11°23'11" EAST, 33.81 FEET; THENCE NORTH 03°18'50" EAST, 77.15 FEET; THENCE NORTH 32°00'48" WEST, 7.72 FEET; THENCE NORTH 20°27'28" EAST, 28.16 FEET; THENCE NORTH 76°18'05" WEST, 27.49 FEET; THENCE SOUTH 34°35'27" WEST, 24.80 FEET; THENCE NORTH 84°51'41" WEST, 34.49 FEET; THENCE NORTH 44°05'54" EAST, 66.99 FEET; THENCE NORTH 11°42'27" WEST, 44.99 FEET; THENCE NORTH 61°29'11" EAST, 33.91 FEET; THENCE SOUTH 41°11'50" EAST, 18.54 FEET; THENCE SOUTH 57°30'48" EAST, 14.58 FEET; THENCE NORTH 76°58'39" EAST, 57.37 FEET; THENCE SOUTH 61°26'52" EAST, 27.07 FEET; THENCE NORTH 79°44'47" EAST, 35.29 FEET; THENCE NORTH 60°49'12" EAST, 40.23 FEET; THENCE NORTH 63°01'42" WEST, 25.14 FEET; THENCE SOUTH 84°18'41" WEST, 42.16 FEET; THENCE NORTH 04°14'14" WEST, 93.16 FEET; THENCE NORTH 08°39'35" EAST, 18.06 FEET; THENCE SOUTH 87°36'18" WEST, 752.82 FEET; THENCE SOUTH 02°49'00" EAST, 1718.22 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°54'41" EAST, 34.79 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

**EXHIBIT "B"**

**Legal Description**

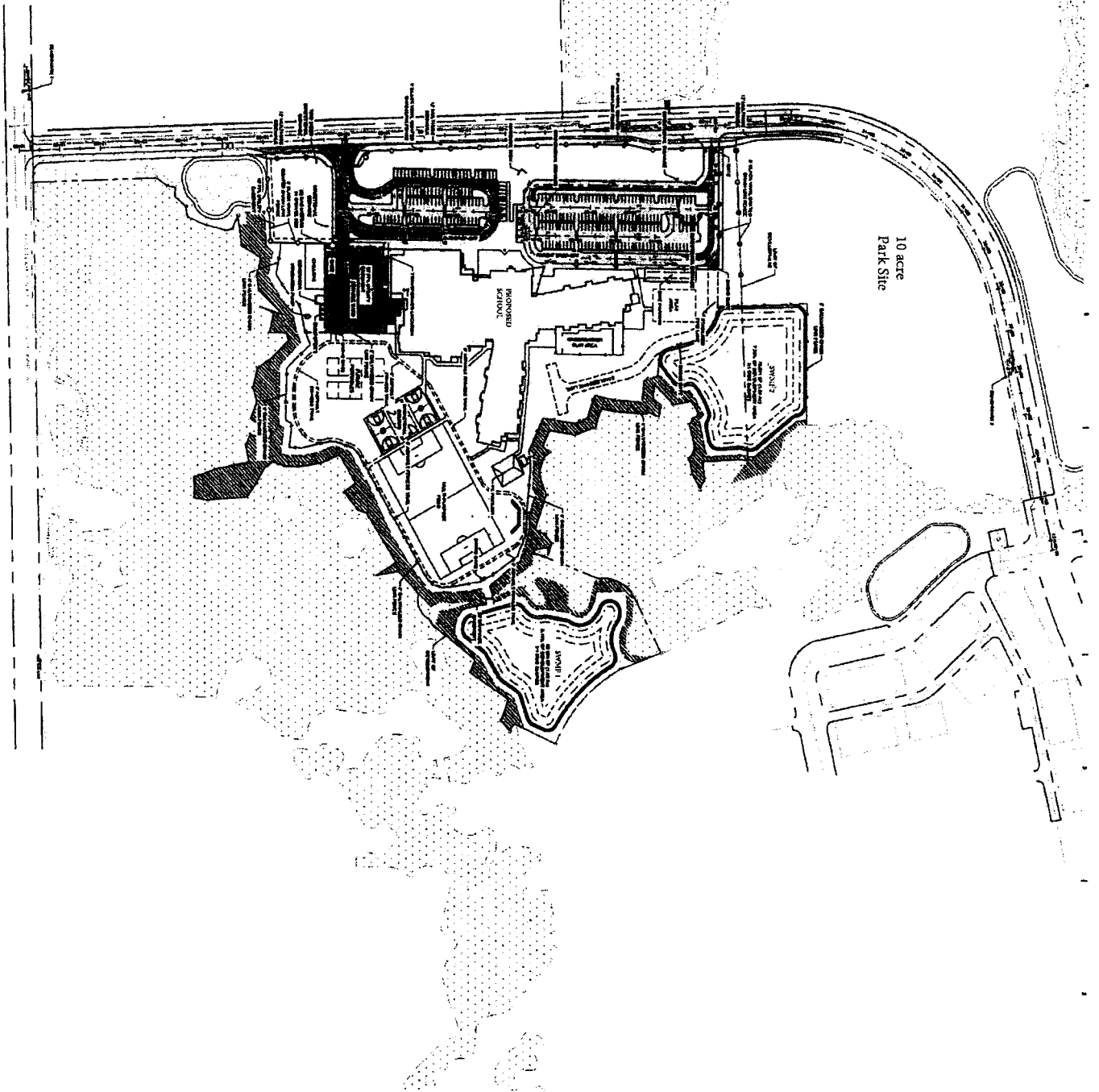
**PARK SITE**

A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 02°49'00" WEST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, AND ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, A DISTANCE OF 1740.55 FEET; THENCE NORTH 87°11'00" EAST, 60.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 02°49'00" WEST, 121.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 698.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°12'16" EAST, 643.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°13'32" EAST, 460.35 FEET; THENCE SOUTH 12°46'28" EAST, 28.86 FEET; THENCE SOUTH 05°10'17" WEST, 28.24 FEET; THENCE SOUTH 14°12'12" WEST, 57.53 FEET; THENCE SOUTH 40°36'44" EAST, 25.35 FEET; THENCE SOUTH 26°20'36" EAST, 25.67 FEET; THENCE SOUTH 12°33'52" WEST, 45.90 FEET; THENCE SOUTH 50°59'24" WEST, 40.24 FEET; THENCE SOUTH 04°54'45" EAST, 27.17 FEET; THENCE SOUTH 37°00'46" WEST, 29.51 FEET; THENCE SOUTH 46°05'12" WEST, 56.19 FEET; THENCE SOUTH 27°12'10" WEST, 34.99 FEET; THENCE NORTH 75°41'53" WEST, 59.34 FEET; THENCE SOUTH 16°01'44" EAST, 19.62 FEET; THENCE SOUTH 44°26'41" WEST, 20.43 FEET; THENCE SOUTH 28°59'17" WEST, 32.49 FEET; THENCE SOUTH 22°05'52" EAST, 39.70 FEET; THENCE SOUTH 38°46'18" WEST, 28.90 FEET; THENCE SOUTH 14°31'19" EAST, 24.58 FEET; THENCE SOUTH 26°23'49" EAST, 27.15 FEET; THENCE SOUTH 03°16'43" WEST, 40.64 FEET; THENCE SOUTH 03°22'29" EAST, 41.67 FEET; THENCE SOUTH 48°26'50" EAST, 26.99 FEET; THENCE SOUTH 27°58'18" EAST, 18.20 FEET; THENCE SOUTH 76°51'38" EAST, 33.24 FEET; THENCE SOUTH 54°17'34" EAST, 62.23 FEET; THENCE SOUTH 16°28'47" EAST, 87.08 FEET; THENCE NORTH 53°41'19" WEST, 66.42 FEET; THENCE SOUTH 87°36'18" WEST, 752.82 FEET, TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES, MORE OR LESS.

EXHIBIT "C"



10 acre  
Park Site

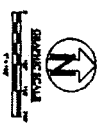
**LEGEND**  
 - - - - - Proposed  
 - - - - - Existing  
 - - - - - Utility

**LEGEND**  
 - - - - - Proposed  
 - - - - - Existing  
 - - - - - Utility

**REMARKS**  
 1. SEE SITE PLAN FOR ALL DIMENSIONS.  
 2. SEE SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.

**PLANNING CONSULTANTS**  
 MATTHEWS DESIGN GROUP  
 1000 UNIVERSITY AVENUE, SUITE 200  
 ST. AUGUSTINE, FLORIDA 32080  
 PHONE: 321-286-1111 FAX: 321-286-1112  
 WWW.MATTHEWSGROUP.COM

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	10/15/11	JL	MM
2	ISSUED FOR BIDDING	11/15/11	JL	MM
3	ISSUED FOR CONSTRUCTION	12/15/11	JL	MM
4	ISSUED FOR AS-BUILT	01/15/12	JL	MM
5	ISSUED FOR RECORD	02/15/12	JL	MM
6	ISSUED FOR FINAL	03/15/12	JL	MM
7	ISSUED FOR ARCHIVE	04/15/12	JL	MM
8	ISSUED FOR DESTRUCTION	05/15/12	JL	MM
9	ISSUED FOR REDEMPTION	06/15/12	JL	MM
10	ISSUED FOR CLOSURE	07/15/12	JL	MM
11	ISSUED FOR RE-ENTRY	08/15/12	JL	MM
12	ISSUED FOR RE-ENTRY	09/15/12	JL	MM
13	ISSUED FOR RE-ENTRY	10/15/12	JL	MM
14	ISSUED FOR RE-ENTRY	11/15/12	JL	MM
15	ISSUED FOR RE-ENTRY	12/15/12	JL	MM
16	ISSUED FOR RE-ENTRY	01/15/13	JL	MM
17	ISSUED FOR RE-ENTRY	02/15/13	JL	MM
18	ISSUED FOR RE-ENTRY	03/15/13	JL	MM
19	ISSUED FOR RE-ENTRY	04/15/13	JL	MM
20	ISSUED FOR RE-ENTRY	05/15/13	JL	MM



**MATTHEWS DESIGN GROUP**  
 1000 UNIVERSITY AVENUE, SUITE 200  
 ST. AUGUSTINE, FLORIDA 32080  
 PHONE: 321-286-1111 FAX: 321-286-1112  
 WWW.MATTHEWSGROUP.COM

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	10/15/11	JL	MM
2	ISSUED FOR BIDDING	11/15/11	JL	MM
3	ISSUED FOR CONSTRUCTION	12/15/11	JL	MM
4	ISSUED FOR AS-BUILT	01/15/12	JL	MM
5	ISSUED FOR RECORD	02/15/12	JL	MM
6	ISSUED FOR FINAL	03/15/12	JL	MM
7	ISSUED FOR ARCHIVE	04/15/12	JL	MM
8	ISSUED FOR DESTRUCTION	05/15/12	JL	MM
9	ISSUED FOR REDEMPTION	06/15/12	JL	MM
10	ISSUED FOR CLOSURE	07/15/12	JL	MM
11	ISSUED FOR RE-ENTRY	08/15/12	JL	MM
12	ISSUED FOR RE-ENTRY	09/15/12	JL	MM
13	ISSUED FOR RE-ENTRY	10/15/12	JL	MM
14	ISSUED FOR RE-ENTRY	11/15/12	JL	MM
15	ISSUED FOR RE-ENTRY	12/15/12	JL	MM
16	ISSUED FOR RE-ENTRY	01/15/13	JL	MM
17	ISSUED FOR RE-ENTRY	02/15/13	JL	MM
18	ISSUED FOR RE-ENTRY	03/15/13	JL	MM
19	ISSUED FOR RE-ENTRY	04/15/13	JL	MM
20	ISSUED FOR RE-ENTRY	05/15/13	JL	MM

**K-8 SCHOOL "NN"**  
 ST. JOHNS COUNTY SCHOOL DISTRICT - BID # 2022-30  
 855 TIMBERWOLF TRAIL  
 ST. AUGUSTINE, FLORIDA 32092



**HARVARD • JOLLY**  
**ARCHITECTURE**  
 2007 Yale Parkway, Suite 200 West Palm Beach, FL 33411 | 561-476-1427 | www.harvardjolly.com | JH0000140

006  
 MASTER SITE PLAN

Prepared by:  
Sidney F. Ansbacher, Esq.  
Upchurch, Bailey & Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007

Exhibit "C" to Resolution

## **RELOCATABLE JOINT USE ACCESS EASEMENT AGREEMENT**

This **RELOCATABLE JOINT USE ACCESS EASEMENT AGREEMENT** ("**Joint Use Access Easement**" or "**Agreement**") is effective \_\_\_\_\_, 2022, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (the "**County**") and **THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 40 Orange Street, St. Augustine, Florida 32084 (the "**School Board**") (the County and School Board may be referred to in this Joint Use Access Easement, individually as a "**Party**," and collectively as the "**Parties**").

### **RECITALS**

A. The School Board currently owns the unimproved real property commonly known as the "**K-8 School NN**" or the "**School**", as legally described in **Exhibit "A."**

B. The County owns an adjacent parcel (the "**Park**"), as legally described in **Exhibit "B."**

C. The School and the Park Parcel may be referred to in this Joint Use Access Easement individually as a "**Parcel**," and collectively as the "**Parcels**."

D. The Parties and local municipalities entered into an Interlocal Agreement that authorizes the local general-purpose governments and the School Board to collocate, maintain and operate joint use facilities such as schools for recreational purposes in order to reduce capital and operational costs to all governmental jurisdictions and to provide recreational areas for the community as a whole.

E. The Interlocal Agreement provides that the School Board may use or grant the use of grounds of the School to any other public authority for the purposes of joint use, whenever such use does not interfere with school uses.

F. The School Board and County benefit mutually by contributing jointly to the establishment, operation and maintenance of recreational facilities and shared parking facilities that can serve the needs of both the general public and the School Board, wherever collocation is feasible and practicable.

G. Under this Joint Use Access Easement, the County and the School Board agree to share the use of portions of their adjacent properties, wherever collocation is feasible and practicable, as delineated generally on **Exhibit "C,"** which is the preliminary site plan for the School, and which depicts the Park as well. The proposed, conceptual joint access property, or "**Access Tract**," will be described generally, at the Effective Date as defined in paragraph 3 below. This Agreement will be amended as soon as possible after the Commencement Date, to depict the Access Tract specifically, wherever the Parties determine jointly that collocation is feasible and practicable.

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals are true and correct and are incorporate herein by reference.

2. Each Party declares that both Parcels must be held, sold, and conveyed subject to the following easements and restrictions to assure access to and from each Parcel for pedestrian and vehicular traffic.

3. Definitions.

3.1 “Access Tract” means land located on each of the School and the Park and upon the Commencement Date, described in metes and bounds and accompanying sketch attached, which are to be incorporated respectively as Exhibits C.1 and C.2.

3.2 “Improvements” means all driveway; curb and gutter, if any; drainage, if any; and all other access related improvements installed within the Access Tract.

4. Reservation of Easements and Term Commencement Date.

4.1 Effective Date. This Joint Use Access Easement shall become effective upon approval by both of the governing boards of both Parties and full execution of the Joint Use Access Easement (“**Effective Date**”).

4.2 Coordination. The Parties will coordinate between the Effective Date and Commencement Date as defined in Section 4.3, with a primary goal of determining if and where the collocation of joint access would be feasible and practicable.

4.3 Term Commencement Date. The term of the Joint Use Access Easement shall commence on the last date of completion of construction of the School and the Park, and each Party’s acceptance of all construction improvements associated with the Party’s respective Parcel (“**Commencement Date**”), if and where the collocation has been determined feasible and practicable. Within thirty (30) days after the Commencement Date, the Parties agree to memorialize the Term Commencement Date and record it as an amendment to this Joint Use Access Easement.

4.4 Use. The Access Tract will be used for the non-exclusive right for vehicular and pedestrian ingress and egress for the Parties’ respective use of the School and Park, and the Parties’ respective successors, assigns, tenants, employees and invitees, to and from the adjacent right-of-way (name street), and across common boundaries across, between, and among the School and the Park.

4.5 Access. Each Party must maintain its Parcel, and that portion of the Access Tract located on its Parcel, if any, and all Improvements, to allow continuous free vehicular and pedestrian ingress and egress.

4.6 Inurement. Each right and obligation under this Section inures to each Party and its respective successors and assigns, including future owners of any part of each Parcel.

4.7 Indemnity. During the term of this Stormwater Agreement, the indemnification requirements in this paragraph 8 and the insurance requirements in paragraph 9 may be satisfied by commercial insurance. Subject to the limits of s. 768.28, Fla. Stat., and without waiving sovereign immunity, each Grantee agrees to defend, indemnify and hold harmless the Grantor and the Grantor's agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent gross negligence, recklessness, or intentional misconduct of the Grantee, and the Grantee's agents, licensees, invitees and employees in connection with the performance of this Use Stormwater Agreement and the use or maintenance of the Joint Use Property. Subject to the limits of s. 768.28, Fla. Stat., and without waiving sovereign immunity, each Grantor agrees to defend, indemnify and hold harmless the Grantee and the Grantee's agents, licensees, invitees and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent gross negligence, recklessness, or intentional misconduct of the Grantor, or any of the Grantor's agents, licensees, invitees and employees in connection with the performance of this Stormwater Agreement and the use or maintenance of the Joint Use Property.

5. Enforcement. Either may enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Joint Use Access Easement. Failure to enforce any easement or restriction created in this Joint Use Access Easement does not waive the future right to do so.

6. Modification. This Joint Use Access Easement may be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the real property records of St. Johns County, Florida in which the Property is located, executed, acknowledged, and approved by (a) each of the Parties, and (b) as deemed appropriate, including but not limited to termination if collocation of a joint access is reasonably analyzed and determined not to be feasible and practicable.

7. Conformity with All Applicable Laws. Nothing in this Joint Use Access Easement will be construed as requiring or permitting any person or entity to perform any act or omission that violates any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this Agreement which may require or permit such a violation will yield to the law, regulation or requirement.

8. Obligations to Run with the Land. The obligations of each Party created in this Joint Use Access Easement run with the land defined as the Property.

9. Severability. If any part, or the application of, this Joint Use Access Easement is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Joint Use Access Easement are not affected thereby. All provisions of this Joint Use Access Easement are severable to maintain in full force and effect the remaining provisions of this Joint Use Access Easement.

10. Non-Merger. This Joint Use Access Easement shall not be subject to the doctrine of merger, even though the underlying fee ownership of both Parcels, or any parts thereof, is vested in one party or entity.

11. Waiver. The waiver by either Party of any breach or of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other breach, term, covenant, or condition of this Joint Use Access Easement.

12. Notices. Any notice required or permitted under this Joint Use Access Easement shall be in writing, delivered to the Party at the address set forth below, and shall be deemed effectively delivered upon (i) personal delivery or electronic delivery, (ii) one day after deposit for overnight delivery by Federal Express or a comparable national express courier, (iii) two days after in the United States mail, by first-class mail, postage prepaid, or (iv) receipt via facsimile or electronic mail. A Party may designate another address for notice purposes upon written notice pursuant to the provisions of this paragraph. The Parties shall provide each other after-hours emergency contact phone numbers of appropriate supervisory staff, which shall be periodically updated.

Notice to School Board:            St. Johns County School Board  
   Attn: Superintendent Tim Forson  
   40 Orange Street  
   St. Augustine, Florida 32084  
   Phone: (904) 547-7502  
   Email: [tforson@stjohns.k12.fl.us](mailto:tforson@stjohns.k12.fl.us)

with a copy to:                        Upchurch, Bailey and Upchurch, P.A.  
   Attn: Sidney F. Ansbacher, Esq.  
   Post Office Drawer 3007  
   St. Augustine, Florida 32085-3007  
   Phone: (904) 829-9066  
   Facsimile: (904) 825-4862  
   Email: [sfansbacher@ubulaw.com](mailto:sfansbacher@ubulaw.com)

Notice to County:                    St. Johns County Board of County Commissioners  
   Attn: Hunter Conrad, County Administrator  
   500 San Sebastian View  
   St. Augustine, Florida 32084  
   Phone: (904) 209-0530  
   Email: [hconrad@sjfl.us](mailto:hconrad@sjfl.us)

with a copy to:                        St. Johns County Attorney's Office  
   Attn: David Migut, Esq.  
   500 San Sebastian View  
   St. Augustine, Florida 32084  
   Phone: (904) 209-0805  
   Email: [dmigut@sjcfl.us](mailto:dmigut@sjcfl.us)

13. Remedies. In the event of a default under this Joint Use Access Easement the Parties shall follow the dispute resolution procedures below.

13.1 Informal Negotiation. The Parties shall, pursuant to the process set out in ch. 164, Fla. Stat., negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Joint Use Access Easement ("**Dispute**") once one Party gives written notice of such Dispute to the other Party.

13.2 Venue. If the Dispute remains unresolved after the ch. 164 process, the Parties agree that either Party may file suit in St. Johns County, Florida. Each Party shall bear its own costs and attorneys' fees.

14. Governing Law. The Parties agree that the laws of the State of Florida shall be used in interpreting this Joint Use Access Easement, shall govern all disputes under this Joint Use Access Easement and will determine all rights thereunder.

15. Complete Agreement. This Joint Use Access Easement contains the complete expression of the whole agreement between the Parties and there are no promises, representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This Joint Use Access Easement cannot be amended, enlarged, modified, or changed in any respect except by written agreement between the Parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES FOUND ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the Parties have hereunto set hand and seal as of the day and year first above written.

WITNESSED BY:

COUNTY:

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

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

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

By: \_\_\_\_\_  
Henry Dean, Chair

STATE OF FLORIDA        )  
  )ss  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before by means of  physical presence or  online notarization, me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Henry Dean, as Chair of the Board of County Commissioners of St. Johns County, Florida, who (\_\_\_\_) is personally known to me or (\_\_\_\_) has produced his Florida driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have hereunto set hand and seal as of the day and year first above written.

WITNESSED BY:

**SCHOOL BOARD:**

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

**SCHOOL BOARD OF ST. JOHNS  
COUNTY, FLORIDA, a political  
subdivision of the State of Florida**

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

By: \_\_\_\_\_  
William Mignon, Chair

STATE OF FLORIDA        )  
  )ss  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before by means of  physical presence or  online notarization, me this \_\_\_\_ day of \_\_\_\_\_, 2022, by William Mignon, as Chair of the School Board of St. Johns County, Florida, who (\_\_\_\_) is personally known to me or (\_\_\_\_) has produced his Florida driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

(Ashford Mills – Shearwater School Site)

A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 88°59'37" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 84.25 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°59'37" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 20.80 FEET; THENCE NORTH 02°49'00" WEST, 302.95 FEET; THENCE NORTH 34°42'51" EAST, 34.36 FEET; THENCE NORTH 07°01'25" EAST, 18.73 FEET; THENCE SOUTH 83°31'12" EAST, 22.39 FEET; THENCE NORTH 39°18'32" EAST, 36.14 FEET; THENCE NORTH 80°33'32" EAST, 24.06 FEET; THENCE NORTH 21°43'38" EAST, 48.89 FEET; THENCE NORTH 12°49'55" EAST, 50.71 FEET; THENCE NORTH 13°06'53" WEST, 16.86 FEET; THENCE NORTH 67°44'16" WEST, 33.91 FEET; THENCE NORTH 82°32'24" EAST, 72.75 FEET; THENCE NORTH 28°27'57" EAST, 53.84 FEET; THENCE SOUTH 77°09'36" EAST, 42.96 FEET; THENCE NORTH 83°35'48" EAST, 33.54 FEET; THENCE NORTH 43°06'14" EAST, 83.69 FEET; THENCE SOUTH 18°10'39" WEST, 56.44 FEET; THENCE NORTH 24°18'19" EAST, 32.71 FEET; THENCE SOUTH 77°26'35" EAST, 47.14 FEET; THENCE NORTH 01°32'50" WEST, 41.44 FEET; THENCE NORTH 68°01'14" EAST, 18.60 FEET; THENCE SOUTH 45°22'43" EAST, 55.54 FEET; THENCE SOUTH 35°31'53" EAST, 46.99 FEET; THENCE SOUTH 76°06'30" EAST, 47.64 FEET; THENCE NORTH 72°02'58" EAST, 34.15 FEET; THENCE SOUTH 68°05'54" EAST, 43.33 FEET; THENCE NORTH 31°26'01" EAST, 59.62 FEET; THENCE SOUTH 68°02'58" EAST, 15.56 FEET; THENCE SOUTH 10°18'32" WEST, 46.73 FEET; THENCE SOUTH 66°27'36" EAST, 26.59 FEET; THENCE NORTH 79°09'52" EAST, 39.85 FEET; THENCE SOUTH 11°04'45" EAST, 38.83 FEET; THENCE SOUTH 12°44'32" EAST, 49.26 FEET; THENCE SOUTH 20°13'12" EAST, 52.32 FEET; THENCE NORTH 88°38'08" EAST, 48.63 FEET; THENCE NORTH 08°11'56" EAST, 33.20 FEET; THENCE NORTH 05°42'29" WEST, 50.91 FEET; THENCE NORTH 04°48'00" WEST, 46.16 FEET; THENCE NORTH 54°25'27" WEST, 39.21 FEET; THENCE NORTH 59°43'02" WEST, 43.57 FEET; THENCE NORTH 36°22'19" WEST, 21.54 FEET; THENCE NORTH 16°26'22" EAST, 33.05 FEET; THENCE NORTH 01°04'00" EAST, 34.86 FEET; THENCE NORTH 09°21'44" WEST, 54.82 FEET; THENCE NORTH 23°50'41" WEST, 50.24 FEET; THENCE NORTH 58°46'05" EAST, 76.58 FEET; THENCE SOUTH 35°42'10" EAST, 35.25 FEET; THENCE NORTH 50°54'42" EAST, 52.93 FEET; THENCE NORTH 20°54'17" EAST, 23.89 FEET; THENCE NORTH 57°26'08" EAST, 78.05 FEET; THENCE NORTH 56°12'56" EAST, 57.98 FEET; THENCE SOUTH 32°09'53" EAST, 59.39 FEET; THENCE NORTH 10°29'35" WEST, 57.28 FEET; THENCE NORTH 45°11'23" EAST, 56.57 FEET; THENCE NORTH 48°03'43" EAST, 14.86 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC

DISTANCE OF 59.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°31'54" EAST, 56.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37°09'53" EAST, 12.65 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 19.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55°39'43" EAST, 18.88 FEET; THENCE NORTH 35°49'05" EAST, 69.95 FEET; THENCE NORTH 37°57'46" EAST, 56.69 FEET; THENCE SOUTH 68°37'11" EAST, 32.65 FEET; THENCE NORTH 33°02'18" EAST, 67.51 FEET; THENCE NORTH 31°43'07" EAST, 46.75 FEET; THENCE SOUTH 69°12'16" EAST, 53.28 FEET; THENCE NORTH 48°22'20" EAST, 32.02 FEET; THENCE NORTH 51°37'55" WEST, 20.48 FEET; THENCE NORTH 23°32'43" EAST, 112.72 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 369.16 FEET, AN ARC DISTANCE OF 244.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 47°25'06" WEST, 240.38 FEET; THENCE NORTH 21°01'27" WEST, 108.94 FEET; THENCE SOUTH 62°55'47" WEST, 139.69 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 15.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°10'02" WEST, 15.23 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 19.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°21'45" WEST, 19.31 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 59.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°01'07" WEST, 58.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 17.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°46'41" EAST, 17.14 FEET; THENCE SOUTH 20°10'33" WEST, 149.50 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 28.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°43'16" WEST, 28.10 FEET; THENCE NORTH 72°17'10" WEST, 9.23 FEET; THENCE NORTH 10°02'28" WEST, 34.35 FEET; THENCE NORTH 81°31'23" EAST, 15.72 FEET; THENCE NORTH 71°10'31" WEST, 25.65 FEET; THENCE SOUTH 49°29'03" WEST, 25.03 FEET; THENCE SOUTH 68°57'42" WEST, 4.57 FEET; THENCE SOUTH 13°13'02" WEST, 14.57 FEET; THENCE SOUTH 35°52'41" WEST, 11.96 FEET; THENCE NORTH 71°45'05" WEST, 86.86 FEET; THENCE SOUTH 65°45'25" WEST, 22.14 FEET; THENCE SOUTH 75°25'19" WEST,

32.03 FEET; THENCE NORTH 72°53'29" WEST, 32.20 FEET; THENCE NORTH 47°17'02" WEST, 22.98 FEET; THENCE SOUTH 32°12'19" WEST, 20.36 FEET; THENCE NORTH 65°29'07" WEST, 40.81 FEET; THENCE NORTH 08°00'39" EAST, 66.15 FEET; THENCE NORTH 19°58'19" WEST, 53.43 FEET; THENCE NORTH 70°30'47" WEST, 46.85 FEET; THENCE NORTH 11°23'11" EAST, 33.81 FEET; THENCE NORTH 03°18'50" EAST, 77.15 FEET; THENCE NORTH 32°00'48" WEST, 7.72 FEET; THENCE NORTH 20°27'28" EAST, 28.16 FEET; THENCE NORTH 76°18'05" WEST, 27.49 FEET; THENCE SOUTH 34°35'27" WEST, 24.80 FEET; THENCE NORTH 84°51'41" WEST, 34.49 FEET; THENCE NORTH 44°05'54" EAST, 66.99 FEET; THENCE NORTH 11°42'27" WEST, 44.99 FEET; THENCE NORTH 61°29'11" EAST, 33.91 FEET; THENCE SOUTH 41°11'50" EAST, 18.54 FEET; THENCE SOUTH 57°30'48" EAST, 14.58 FEET; THENCE NORTH 76°58'39" EAST, 57.37 FEET; THENCE SOUTH 61°26'52" EAST, 27.07 FEET; THENCE NORTH 79°44'47" EAST, 35.29 FEET; THENCE NORTH 60°49'12" EAST, 40.23 FEET; THENCE NORTH 63°01'42" WEST, 25.14 FEET; THENCE SOUTH 84°18'41" WEST, 42.16 FEET; THENCE NORTH 04°14'14" WEST, 93.16 FEET; THENCE NORTH 08°39'35" EAST, 18.06 FEET; THENCE SOUTH 87°36'18" WEST, 752.82 FEET; THENCE SOUTH 02°49'00" EAST, 1718.22 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°54'41" EAST, 34.79 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

EXHIBIT "B"

Legal Description

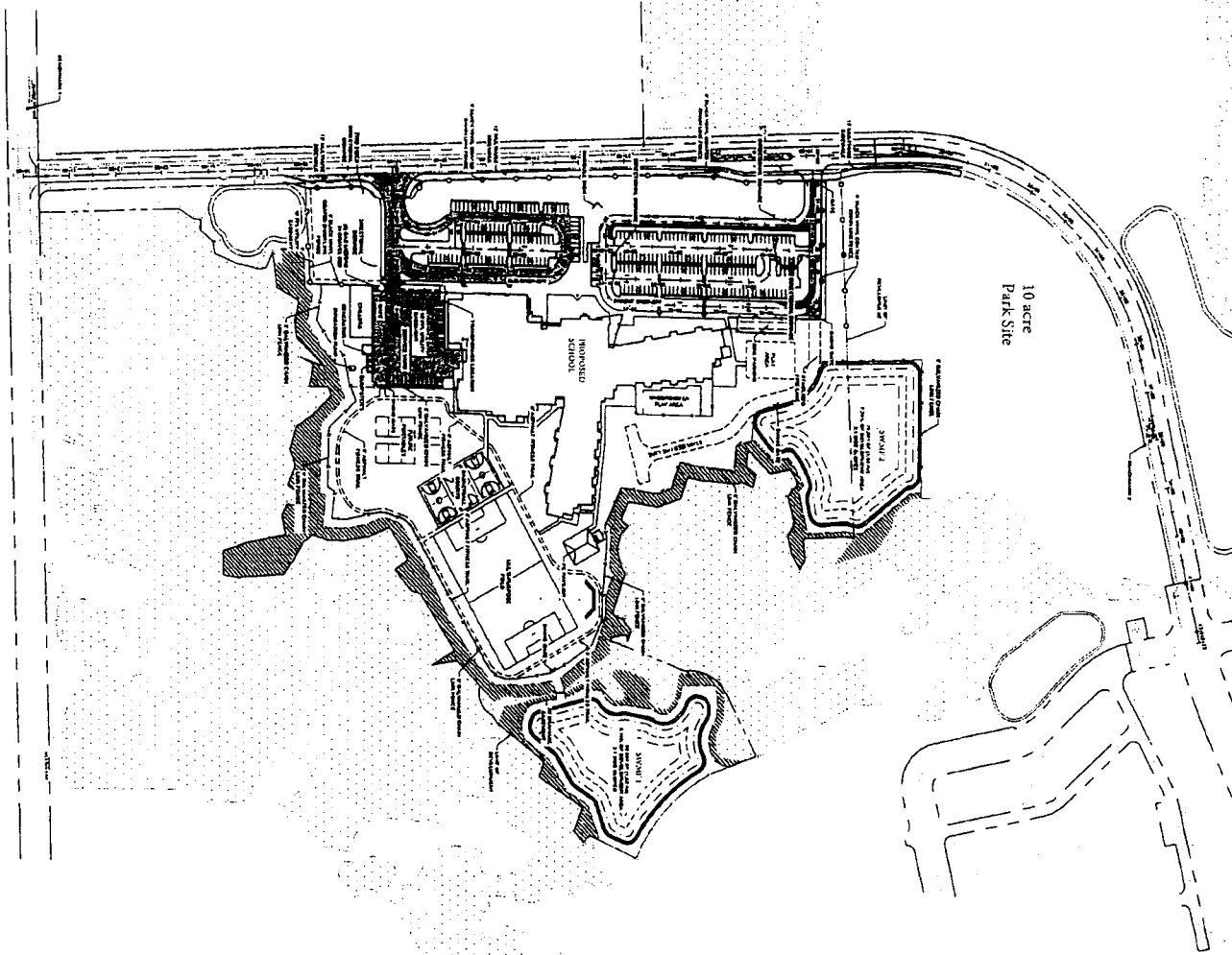
PARK SITE

A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 02°49'00" WEST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, AND ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, A DISTANCE OF 1740.55 FEET; THENCE NORTH 87°11'00" EAST, 60.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 02°49'00" WEST, 121.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 698.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°12'16" EAST, 643.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°13'32" EAST, 460.35 FEET; THENCE SOUTH 12°46'28" EAST, 28.86 FEET; THENCE SOUTH 05°10'17" WEST, 28.24 FEET; THENCE SOUTH 14°12'12" WEST, 57.53 FEET; THENCE SOUTH 40°36'44" EAST, 25.35 FEET; THENCE SOUTH 26°20'36" EAST, 25.67 FEET; THENCE SOUTH 12°33'52" WEST, 45.90 FEET; THENCE SOUTH 50°59'24" WEST, 40.24 FEET; THENCE SOUTH 04°54'45" EAST, 27.17 FEET; THENCE SOUTH 37°00'46" WEST, 29.51 FEET; THENCE SOUTH 46°05'12" WEST, 56.19 FEET; THENCE SOUTH 27°12'10" WEST, 34.99 FEET; THENCE NORTH 75°41'53" WEST, 59.34 FEET; THENCE SOUTH 16°01'44" EAST, 19.62 FEET; THENCE SOUTH 44°26'41" WEST, 20.43 FEET; THENCE SOUTH 28°59'17" WEST, 32.49 FEET; THENCE SOUTH 22°05'52" EAST, 39.70 FEET; THENCE SOUTH 38°46'18" WEST, 28.90 FEET; THENCE SOUTH 14°31'19" EAST, 24.58 FEET; THENCE SOUTH 26°23'49" EAST, 27.15 FEET; THENCE SOUTH 03°16'43" WEST, 40.64 FEET; THENCE SOUTH 03°22'29" EAST, 41.67 FEET; THENCE SOUTH 48°26'50" EAST, 26.99 FEET; THENCE SOUTH 27°58'18" EAST, 18.20 FEET; THENCE SOUTH 76°51'38" EAST, 33.24 FEET; THENCE SOUTH 54°17'34" EAST, 62.23 FEET; THENCE SOUTH 16°28'47" EAST, 87.08 FEET; THENCE NORTH 53°41'19" WEST, 66.42 FEET; THENCE SOUTH 87°36'18" WEST, 752.82 FEET, TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES, MORE OR LESS.

# EXHIBIT "C"



10 acre  
Park Site

**GENERAL NOTES:**  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. SEE ALL NOTES TO THE GENERAL NOTES FOR THE PROJECT.



**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMITTING
2	11/15/11	REVISED PER PERMITTING COMMENTS
3	12/15/11	REVISED PER PERMITTING COMMENTS

**PERMITS AND REGULATIONS**

- ST. JOHNS COUNTY PERMITTING DEPARTMENT
- ST. JOHNS COUNTY PLANNING DEPARTMENT
- ST. JOHNS COUNTY ENVIRONMENTAL DEPARTMENT

**SITE DATA TABLE**

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
1	TOTAL SITE AREA	435,600	100%
2	IMPROVED SCHOOL	150,000	34.4%
3	PARKING LOT	100,000	23.0%
4	LANDSCAPING	185,600	42.6%



**MATTHEWS DESIGN GROUP**  
120 BENTLEY LANE  
ST. AUGUSTINE, FL 32084  
PHONE: 321.287.1111  
WWW.MATTHEWSDESIGN.COM

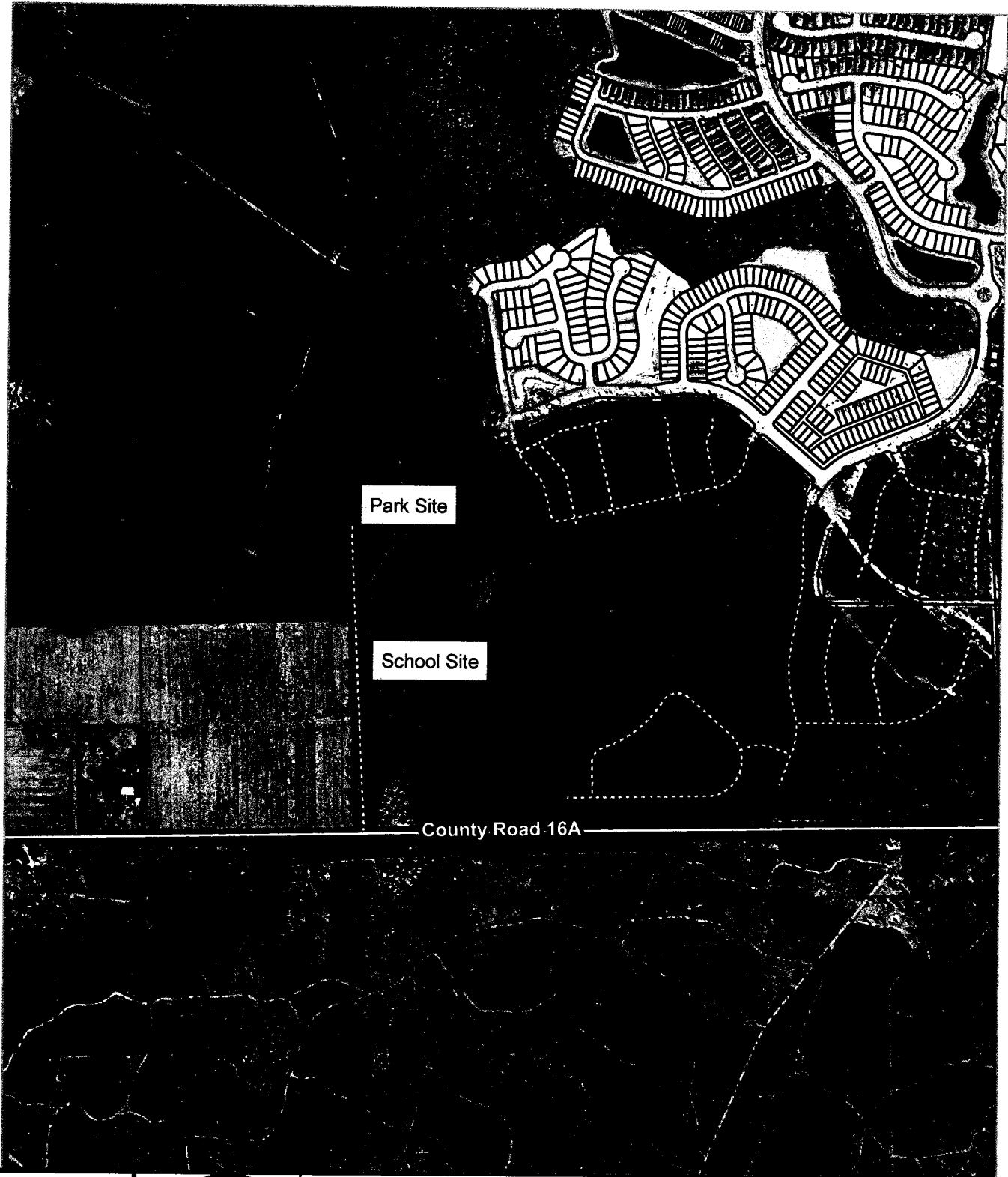
10/15/11  
K-8 SCHOOL "NN"  
MASTER SITE PLAN

NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMITTING
2	11/15/11	REVISED PER PERMITTING COMMENTS
3	12/15/11	REVISED PER PERMITTING COMMENTS

K-8 SCHOOL "NN"  
ST. JOHNS COUNTY SCHOOL DISTRICT - BID # 2022-30  
855 TIMBERWOLF TRAIL  
ST. AUGUSTINE, FLORIDA 32092



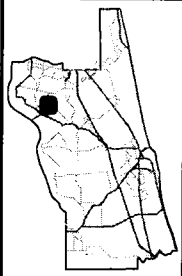
**HARVARD • JOLLY ARCHITECTURE**  
2007 York Parking, Suite 200, Palm Beach, FL 33411 | 561-726-1117 | www.harvardjolly.com | A0901310



Park Site

School Site

County Road 16A



*Aerial Photography 2021*

0 34,000 68,000 136,000

Feet

Date: 7/21/2022

3 - Relocatable Joint Easement Agreements

St. Johns County  
10 acre Park Site &  
St. Johns County School Board  
K-8 School NN Site

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

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

