

RESOLUTION NO. 2009- 349

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS AND CONDITIONS OF AN AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS BETWEEN ST. JOHNS COUNTY AND THE FLORIDA COMMUNITIES TRUST (“AMENDMENT”); APPROVING THE TERMS, PROVISIONS AND CONDITIONS OF A MEMORANDUM OF UNDERSTANDING (“MOU”), AND A COST SHARE AGREEMENT (“AGREEMENT”) BETWEEN, AND AMONG, ST. JOHNS COUNTY, FLORIDA, THE WOOLVERTON COMPANY, DERICK WOOLVERTON, BRENDA KOGUT, ET AL., FOR PURPOSES OF ALLOWING FOR DUAL ACCESS TO MUSSALLEM BEACHFRONT PARK AND ADJACENT PROPERTY; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AMENDMENT, MOU AND AGREEMENT, ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, in 2007, St. Johns County, Florida (“County”) acquired 8.62 acres known as Mussallem Beachfront Park (“Project Site”) with funding assistance from the Florida Forever Grant Program, administered by the Florida Communities Trust (“FCT”); and

WHEREAS, upon acquisition of the Project Site, the County and the FCT entered into a Declaration of Restrictive Covenants; and

WHEREAS, in an effort to lessen the environmental impact to the dune ecosystem, and in order to reduce construction costs in an amount totaling approximately \$125,000, the County subsequently worked with adjacent property owners, the Woolverton Company, Derick Woolverton, Brenda Kogut, et al., to provide for dual purpose park access and subdivision access; and

WHEREAS, the FCT approved the use of .0138 acres of land at the Project Site, in order to allow for dual access, subject to release of said land from the Declaration of Restrictive Covenants, and subject to the return of \$63,988 in Florida Forever Grant proceeds, which represents the appraised value of said land; and

WHEREAS, in order to accomplish construction of the said dual access, St. Johns County must execute an Amendment to the Declaration of Restrictive Covenants (attached hereto and incorporated herein), a Memorandum of Understanding (attached hereto and incorporated herein) and a Cost Share Agreement (attached hereto and incorporated herein); and

WHEREAS, the Board of County Commissioners has reviewed the terms, provisions, conditions and requirements of the Amendment to the Declaration of Restrictive Covenants, of the Memorandum of Understanding, and of the Cost Share Agreement, and has determined that acceptance of such will serve the public interests of St. Johns 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, provisions, conditions and requirements of the Amendment to the Declaration of Restrictive Covenants between and among St. Johns County and the Florida Communities Trust (attached hereto), and authorizes the County Administrator, or designee, to execute said Amendment on behalf of St. Johns County.

Section 3. The Board of County Commissioners hereby approves the terms, provisions, conditions and requirements of the Memorandum of Understanding between and among St. Johns County and the Woolverton Company, Derick Woolverton, Brenda Kogut, et al. (attached hereto), and authorizes the County Administrator, or designee, to execute said Memorandum on behalf of St. Johns County.

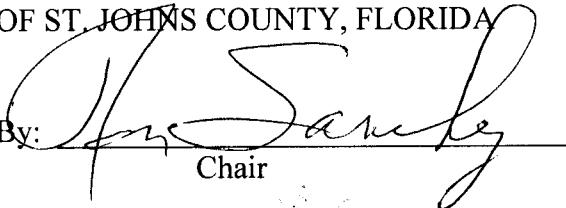
Section 4. The Board of County Commissioners hereby approves the terms, provisions, conditions and requirements of the Cost Share Agreement between and among St. Johns County and the Woolverton Company, Derick Woolverton, Brenda Kogut, et al. (attached hereto), and authorizes the County Administrator, or designee, to execute said Agreement on behalf of St. Johns County.

Section 5. To the extent that there are scrivener's, typographical, and/or administrative errors or omissions 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.

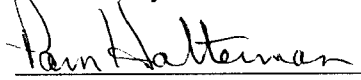
Section 6. The Clerk of Circuit Court is instructed to record the original Amendment to the Declaration of Restrictive Covenants, the original Memorandum of Understanding, and the original Cost Share Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of December, 2009.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 12/3/09



This instrument prepared by:
Kristen L. Coons, Esq.
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

FLORIDA COMMUNITIES TRUST
FF AWARD# 06-033-FF6
FCT Contract#08-CT-11-06-F6-A1-033
MUSSALLEM BEACHFRONT PARK

AMENDMENT I TO THE
DECLARATION OF RESTRICTIVE COVENANTS

THIS AMENDMENT I to the DECLARATION OF RESTRICTIVE COVENANTS is entered into this __ day of _____, 2009, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and ST. JOHNS COUNTY, a political subdivision of the State of Florida ("Recipient"), in order to amend the legal description of the Declaration of Restrictive Covenants.

WHEREAS, FCT and Recipient entered into a Declaration of Restrictive Covenants ("Declaration") recorded on August 10, 2007, in Official Records Book 2965, pages 1415-1427, Public Records of St. Johns County, Florida, at the time of the acquisition of the Project Site, as described in Exhibit "A" to the Declaration;

WHEREAS, the legal description of the property described in Exhibit A to the Declaration needs to be amended to release a certain portion of the Project Site from the Declaration; and

WHEREAS, all parties to the Declaration desire to amend the legal description to release that certain portion of the Project Site from the Declaration.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and Recipient do hereby contract and agree as follows:

To amend the legal description contained in Exhibit A of the Declaration of Restrictive Covenants recorded August 10, 2007, in Official Records Book 2965, pages 1415-1427, Public Records of St. Johns County, Florida, the legal description described in Exhibit A.1 of this Amendment shall supersede the description attached in Exhibit A of the Declaration of Restrictive Covenants. All restrictions and covenants contained in the Declaration of Restrictive Covenants are applicable and extended to include the property as described in

Exhibit A.1 attached hereto.

This Amendment I to the Declaration of Restrictive Covenants, including Exhibit "A.I", and the Declaration of Restrictive Covenants, embody the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

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

By: _____

Witness Name:

Title: _____

Date: _____

Witness Name:

Accepted as to Legal Form and
Sufficiency for Recipient:

Date: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, as _____ of _____. She/He is personally known to me, or has produced _____ as identification.

Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

FLORIDA COMMUNITIES TRUST

Witness Name:

Ken Reecy
Community Program Manager

Date: _____

Witness Name:

Accepted as to Legal Form and
Sufficiency:

Trust Counsel
Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Ken Reecy, as Community Program Manager. He is personally known to me.

Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

Exhibit "A.F" to Amendment I to Declaration of Restrictive Covenants

West Parcel

A parcel of land in Section 32, Township 6 South, Range 30 East, together with a part of Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, being more fully described as follows:

Commencing at the Southeast corner of Government Lot 1, Section 5, Township 7 South, Range 30 East, as shown on Plat of Surfside, Unit A, as recorded in Map Book 4, page 32, of the current public records of said St. Johns County, Florida; thence Northerly, on the Easterly line of said Government Lot 1, a distance of 318 feet to its intersection with the Westerly right of way line of State Road No. A-1-A, a 66 foot right of way as now established; thence North 16 degrees 30 minutes West, on said Westerly right of way line of State Road No. A-1-A, a distance of 2238.0 feet to the Point of Beginning at the Southeast corner of lands described in Deed Book 211, page 413, public records of said County; thence South 73 degrees 30 minutes West, on the Southerly line of said lands described in Deed Book 211, page 413, a distance of 300.00 feet; thence continuing South 73 degrees 30 minutes West, on the Southerly line of that land described in Official Records Book 460, page 355 of said public records, 360.00 feet; thence North 16 degrees 40 minutes 15 seconds West, on the Westerly line of said land described in Official Records Book 460, page 355, a distance of 380.15 feet; thence North 17 degrees 35 minutes West, on the Westerly line of that land described in Official Records Book 425, page 610, public records of said County, 100.00 feet; thence North 72 degrees 25 minutes East, on the Northerly line of said land described in Official Records Book 425, page 610, a distance of 660.00 feet; thence South 17 degrees 35 minutes East, on said Westerly right of way line of State Road No. A-1-A, a distance of 166.20 feet to an angle in said right of way; thence South 16 degrees 30 minutes East on said Westerly right of way line of State Road No. A-1-A a distance of 326.80 feet to the Point of Beginning.

East Parcel

A parcel of land in Government Lot 2, Section 32, Township 6 South, Range 30 East, St. Johns County, Florida, being part of that land described in deed recorded in Official Records Book 213, page 250, public records of said County and being more fully described as follows:

Commencing at the Southeast corner of Government Lot 1 of Section 5, Township 7 South, Range 30 East, in said County, marked by a concrete monument shown as PRM on Plat of Surfside, recorded in Plat Book 4, at page 32, St. Johns County records; thence North along the East line of said Lot 1, 318 feet to its intersection with the West line of Coastal Highway as shown on said Surfside Plat; thence Northwesterly along West line of State Road A-1-A parallel to and 33 feet from the centerline thereof 2406.4 feet; thence Northeasterly at right angles from said West line of highway, 66.00 feet to the Point of Beginning at the Southwest corner of the herein described parcel of land; thence Northerly along East line of said State Road, parallel to and 33 feet from the centerline thereof, 400 feet; thence Northeasterly at an angle to the right of 88 degrees 49 minutes East to the Atlantic Ocean; thence Southerly along said Atlantic Ocean 400 feet; thence Southwesterly 110 feet, more or less, to the Point of Beginning.

LESS AND EXCEPT:

A parcel of land lying in Section 5, Township 7 South, Range 30 East, St. Johns County, Florida and a part of the West parcel as described in Official Records 2741, Page 423, being more particularly described as follows:

Commencing at the Southeast corner of Government Lot 1, Section 5, Township 7 South, Range 30 East, as shown on plat of Sunrise Unit "A"; as recorded in Map Book 4, Page 32, of the current public records of said St. Johns County, Florida; thence Northerly, on the Easterly line of said Government Lot 1, a distance of 318 feet to its intersection with the Westerly right of way line of State Road No. A1A, a 66 foot right of way as now established, thence North 16'30" West, on said Westerly right of way line of State Road No. A1A, a distance of 2238.00 feet to the point of beginning at the Southeast corner of lands described in Deed Book 211, Page 413 the same being the Southeast corner of lands recorded in Official Records 2741, Page 423, Public Records of said County; thence South 73'30" West on the Southerly line of said lands described in Deed Book 211, Page 413, a distance of 200.00 feet; thence North 16'30" West, a distance of 30.00 feet; thence North 73'30" East, a distance of 200.00 feet; thence South 16'30" East, on said Westerly right of way line of State Road A1A a distance of 30.00 feet to the Point of Beginning. Containing 0.14 acres, more or less.

END OF LEGAL DESCRIPTION

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding (“MOU”) (“Agreement”)** is executed this ____ day of _____, 2009 by and between **St. Johns County, Florida (“St. Johns County”)**, a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida 32084, and **The Woolverton Company, Derick Woolverton, Brenda Kogut** (f/k/a Brenda Dryden), (hereafter collectively as **“Woolverton/Kogut”**) as well as their successors and assigns who’s address is PO Box 2821 Ponte Vedra Beach, Florida 32004.

RECITALS:

WHEREAS, St. Johns County and Woolverton/Kogut desire to conserve natural resources and reduce financial expenditures where possible, and recognize that a common Access Roadway for Mussallem Beachfront Park and Tolomato River Farms will reduce ecological impacts and costs for both parties; and

WHEREAS, Woolverton/Kogut has indicated that it is willing to share the cost, 50/50, with **St. Johns County** for the development of a new common Access Roadway that will run east to west along the boundary of the two properties and provide access to **St. Johns County** owned and operated Mussallem Beachfront Park, and also to Tolomato River Farms PUD; and

WHEREAS, the Board of County Commissioners of **St. Johns County** has determined that it is in the long-term interests of **St. Johns County** to accept the offer of shared cost and access with **Woolverton/Kogut** with the conditions set forth in this **MOU**.

NOW THEREFORE, it is mutually understood by both **St. Johns County** and **Woolverton/Kogut** as follows:

1. **Effect of Recitals.** The above recitals are incorporated by reference into the body of this **MOU**, and such recitals are adopted as findings of fact.
2. **Cost of Development of Shared Access Roadway.** The cost and access of the road that will extend 200’ from Highway A1A west through the Mussallem Beachfront Park property and **Woolverton/Kogut** property and will be equally shared between **St. Johns County** and **Woolverton/Kogut** as depicted in Attachment “A”, **Cost Share Agreement**, incorporated herein by this reference and which is to be executed concurrently with this **MOU**.
3. **Design Construction and Implementation of Shared Access Roadway.** Design, construction, and implementation of the Access Roadway shall be determined by the Cost Share Agreement.
4. **Title and Control of the Access Roadway and Improvements.** The Access Roadway shall become a public Right of Way and the title and control of the Access

Roadway and improvements shall be dedicated to **St. Johns County** in accordance with the Cost Share Agreement.

5. Use of Equipment and/or Facilities accessible from the Access Roadway.

Notwithstanding any other language contained in this Section, the local community through the Access Roadway shall have equal and unrestricted access to all park facilities located at Mussallem Beachfront Park, during regular park hours; residents of the adjacent development, who use the Access Roadway, will be subject to the same rules and regulations as the general public.

6. Use of Access Roadway. The use of the Access Roadway shall be unrestricted unless such restrictions are agreed upon mutually by **St. Johns County** and **Woolverton/Kogut**.

7. Maintenance of Access Roadway. It is understood that after the conveyance and acceptance of the Access Roadway by **St. Johns County, St. Johns County** shall be responsible for the maintenance of the Access Roadway at Mussallem Beachfront Park.

8. Responsibility for Insurance. It is understood that **St. Johns County** and **Woolverton/Kogut** shall be responsible for costs associated with any liability insurance that may be secured in connection with the construction of the Access Roadway at Mussallem Beachfront Park.

9. Risk of Loss. It is specifically understood that **St. Johns County** does not accept and/or assume any responsibility whatsoever for any property of the community, or other **St. Johns County** residents, that is left along the Access Roadway at Mussallem Beachfront Park.

10. Public Purpose. The Board recognizes that by **St. Johns County** entering into this MOU with **Woolverton/Kogut** a public purpose is served in the following ways:

A. In development of the overall recreation plan for Mussallem Beachfront Park this MOU will help reduce overall public expenditures;

B. The creation of a common Access Roadway for Mussallem Beachfront Park and Tolomato River Farms PUD will reduce ecological impacts to the natural plant and dune community; and

C. As a result of this public-private partnership **St. Johns County** will foster a co-operative spirit between the public and private sector while enhancing the recreational and ecological experience available at Mussallem Beachfront Park.

11. Termination.

A. Except as noted in subsection B of this Section, this MOU may be terminated only in the case of criminal conduct on the part of either **St. Johns County** or

Woolverton/Kogut. In such a case, the terminating party shall provide written notice to the other party, in the manner noted elsewhere in this **MOU**.

B. This **MOU** will be terminated in its entirety if the Access Roadway is not completed by January 1st, 2015 unless extended by both parties in writing. If such termination occurs, then any portion of property that may have been dedicated to **St. Johns County** by **Woolverton/Kogut** will be deeded back and made part thereof of the original parcel and all agreement pertaining to the Access Roadway shall become null and void.

12. **Modifications.** There shall be no modifications to this **MOU** except those provided in writing and mutually executed by all parties.

13. **Notice.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other under the terms of this **MOU** shall be in writing and either served personally or sent by registered or certified mail, postage prepaid, to the following addresses, or such other address as either party may hereafter specify by written notice to the other:

St Johns County

County Administrator
BOCC of St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

Woolverton/Kogut

Derick Woolverton
PO Box 2821
Ponte Vedra Beach, FL 32004

14. **Captions.** The captions herein have been inserted solely for convenience of reference, are not a part of this **MOU**, and shall have no effect upon its construction or interpretation.

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

(Signatures continue next page)

IN WITNESS WHEREOF, the parties have set their hands and seals as of this _____ day of _____, 2009.

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

By: _____
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

THE WOOLVERTON COMPANY

By: _____
Derrick R. Woolverton, President

DERICK R. WOOLVERTON

By: _____

BRENDA KOGUT (f/k/a Brenda Dryden)

By: _____

ATTACHMENT "A"

**COST SHARE AGREEMENT
BETWEEN
ST. JOHNS COUNTY, FLORIDA AND WOOLVERTON/KOGUT**

THIS COST SHARE AGREEMENT ("Agreement") is executed this ____ day of _____, 2009 by and between **St. Johns County, Florida ("St. Johns County")**, a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida 32084, and **The Woolverton Company, Derick Woolverton, Brenda Kogut** (f/k/a Brenda Dryden), (hereafter collectively as "**Woolverton/Kogut**") as well as their successors and assigns who's address is PO Box 2821 Ponte Vedra Beach, Florida 32004.

Recitals:

WHEREAS, the parties desire to conserve natural resources and financial expenditures by sharing the cost of designing and constructing a common Access Roadway to serve the adjacent parcels owed by the parties as described below;

WHEREAS, St. Johns County owns the property more particularly described on attached Exhibit "A" (the "North Parcel"); and

WHEREAS, Woolverton/Kogut owns the property more particularly described on attached Exhibit "B" (the "South Parcel"), which is adjacent to the North Parcel;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to enter into this Agreement and to execute it concurrently with the Memorandum of Understanding ("MOU") to which it is incorporated and further agree as follows:

1. **Recitals.** The parties attest that the above recitals and exhibits are deemed true and correct and are herein incorporated by reference into this Agreement.
2. **Intent.** It is the intent of the parties to create a new Right of Way (60' wide by 200' deep, depicted in attached Exhibit "C", incorporated herein) and to jointly undertake the improvements required for constructing a common Access Roadway within the new Right of Way to serve the proposed build out of Mussallem Beachfront Park to the North and development to the South and West. All improvements shall meet the required standards of governmental entities having jurisdiction (see attached Exhibit "D".)
3. **Cost Share.** Both parties agree to share all cost involved in designing and constructing all common Access Roadway improvements serving the North Parcel and the South Parcel 50/50. If St. Johns County is able to procure grants to pay for improvements associated with the Right of Way such funds will be contributed to the overall cost of improvements of the Right of Way and the balance will then be divided between St. Johns County and Woolverton/Kogut. Design and construction shall be based

on acceptable construction methods approved by St. Johns County/Industry standards. The total bid package costs shall be based on the most cost effective options from qualified bidders. Either party may elect to bid the design work and/or the construction of any or all portions of the improvements associated with the common Access Roadway; any subdivision of services shall be mutually agreed between the parties and both parties agree to accept the most cost effective combination of total bids.

4. **Stormwater.** Stormwater generated within the Right of Way shall be treated within the Right of Way unless another method of treatment is mutually agreed between the parties.

5. **Landscaping.** The parties shall mutually agree on a landscaping design and implementation, including but not limited to an irrigation system, for the Right of Way as part of the common Access Roadway improvements. Notwithstanding the foregoing Woolverton/Kogut, with consideration from St. Johns County, may elect to design and install landscaping upgrades within parts or all of the Right of Way and shall be responsible to maintain the same.

6. **Signage.** Each party shall be solely responsible to install and maintain their own respective signage.

7. **Roadway name.** The new common Access Roadway within the Right of Way shall be called "Tolomato River Drive"

8. **Timing.** Both parties agree the Right of Way improvements construction is not required to start until after January 1st, 2010; but should either party need to utilize the common Right of Way to access their respective property prior to the implementation of improvements, they may do so. Should Woolverton/Kogut initiate construction before St. Johns County funding is available for park construction, St. Johns County shall not be obligated for reimbursement until funding is available. Should St. Johns County initiate construction before Woolverton/Kogut begins subdivision development, Woolverton/Kogut shall not be obligated for reimbursement until plat approval. Obligation for reimbursement by either party is due January 1, 2015 regardless of who initiates construction.

9. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties.

10. **Title and Recording of Right of Way.** Each party agrees to contribute a 30' X 200' portion of property to create the new 60' X 200' County Right of Way (as depicted in attached Exhibit "C"); the title and control of the Right of Way and improvements shall be dedicated to St. Johns County. The dedication and recording shall occur after the execution of this document, Florida Communities Trust approval has been received by St. Johns County, County funding for improvements have been procured, bids for improvements have been accepted, but prior to entering a contract for the construction of Right of Way improvements.

11. **Miscellaneous.** The general provisions of the MOU regarding Modifications, Notice, Captions, and Severability shall also govern this Agreement.

(Signatures appear next page)

IN WITNESS WHEREOF, the parties have set their hands and seals as of the _____ day of _____, 2009.

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

By: _____
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

Signed, sealed and delivered
In the presence of:

THE WOOLVERTON COMPANY

Witness

By: _____
Derrick R. Woolverton, President

Print Name

Witness

Print Name

Signed in the presence of:

DERICK R. WOOLVERTON

Witness

By: _____

Print Name

Witness

Print Name

(Signatures continue next page)

Signed in the presence of:

BRENDA KOGUT (f/k/a Brenda Dryden)

Witness

By: _____

Print Name

Witness

Print Name

(This space intentionally left blank)

Exhibit "A"

West Parcel

A parcel of land in Section 32, Township 6 South, Range 30 East, together with a part of Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, being more fully described as follows:

Commencing at the Southeast corner of Government Lot 1, Section 5, Township 7 South, Range 30 East, as shown on Plat of Surfside, Unit A, as recorded in Map Book 4, page 32, of the current public records of said St. Johns County, Florida; thence Northerly, on the Easterly line of said Government Lot 1, a distance of 318 feet to its intersection with the Westerly right of way line of State Road No. A-1-A, a 66 foot right of way as now established; thence North 16 degrees 30 minutes West, on said Westerly right of way line of State Road No. A-1-A, a distance of 2238.0 feet to the Point of Beginning at the Southeast corner of lands described in Deed Book 211, page 413, public records of said County; thence South 73 degrees 30 minutes West, on the Southerly line of said lands described in Deed Book 211, page 413, a distance of 300.00 feet; thence continuing South 73 degrees 30 minutes West, on the Southerly line of that land described in Official Records Book 460, page 355 of said public records, 360.00 feet; thence North 16 degrees 40 minutes 15 seconds West, on the Westerly line of said land described in Official Records Book 460, page 355, a distance of 380.15 feet; thence North 17 degrees 35 minutes West, on the Westerly line of that land described in Official Records Book 425, page 610, public records of said County, 100.00 feet; thence North 72 degrees 25 minutes East, on the Northerly line of said land described in Official Records Book 425, page 610, a distance of 660.00 feet; thence South 17 degrees 35 minutes East, on said Westerly right of way line of State Road No. A-1-A, a distance of 166.20 feet to an angle in said right of way; thence South 16 degrees 30 minutes East on said Westerly right of way line of State Road No. A-1-A a distance of 326.80 feet to the Point of Beginning.

East Parcel

A parcel of land in Government Lot 2, Section 32, Township 6 South, Range 30 East, St. Johns County, Florida, being part of that land described in deed recorded in Official Records Book 213, page 250, public records of said County and being more fully described as follows:

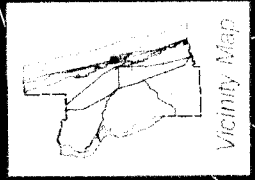
Commencing at the Southeast corner of Government Lot 1 of Section 5, Township 7 South, Range 30 East, in said County, marked by a concrete monument shown as PRM on Plat of Surfside, recorded in Plat Book 4, at page 32, St. Johns County records; thence North along the East line of said Lot 1, 318 feet to its intersection with the West line of Coastal Highway as shown on said Surfside Plat; thence Northwesterly along West line of State Road A-1-A parallel to and 33 feet from the centerline thereof 2406.4 feet; thence Northeasterly at right angles from said West line of highway, 66.00 feet to the Point of Beginning at the Southwest corner of the herein described parcel of land; thence Northerly along East line of said State Road, parallel to and 33 feet from the centerline thereof, 400 feet; thence Northeasterly at an angle to the right of 88 degrees 49 minutes East to the Atlantic Ocean; thence Southerly along said Atlantic Ocean 400 feet; thence Southwesterly 110 feet, more or less, to the Point of Beginning.

Exhibit "B"

The North 200 feet of the following described parcel of land:

A tract of land in Government Lots 1 and 2 of Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, described as follows:

Commence at the Southeast corner of said Lot 1, marked by a concrete monument and shown as "PRM" on plat of SURFSIDE, Plat Book 4, page 32, St. Johns County records; thence North along East line of said Section 5, 318 feet to a concrete monument which is 33 feet West of the center line of State Road No. 140, shown as Coastal Highway on said Plat of Surfside; thence North 16 degrees 30 minutes West parallel to and 33 feet West of center line of said Highway being the prolongation of the West line of said Coastal Highway, 1588 feet to point of beginning of tract herein described; thence South 73 degrees 30 minutes West 2339 feet more or less to the shore on North River; thence Northerly along the shore of North River, 50 feet more or less to the Southwest corner of the PARCEL ONE; thence North 73 degrees 30 minutes East along the South line of said Parcel One 195 feet more or less to the Southeast corner thereof; thence North 16 degrees 30 minutes West 550 feet to the Northeast corner thereof; thence South 73 degrees 30 minutes West 283.5 feet more or less to the Northwest corner of said Parcel One and the shore of North River; thence Northerly along the shore of North River to a point 50 feet from as measured at right angles to the North line of Parcel One; thence North 73 degrees 30 minutes East parallel to and 650 feet from the South boundary line of Tract herein described (Parcel Two), 2427.5 feet more or less to a line which is 33 feet West of the center line of said Road 140; thence South 16 degrees 30 minutes East parallel to and 33 feet from said center line, 650 feet to point of beginning. Less and except any portion thereof described in deeds recorded in Official Records Book 1279, page 1543 and Official Records Book 1595, page 1493, of the public records of said County.

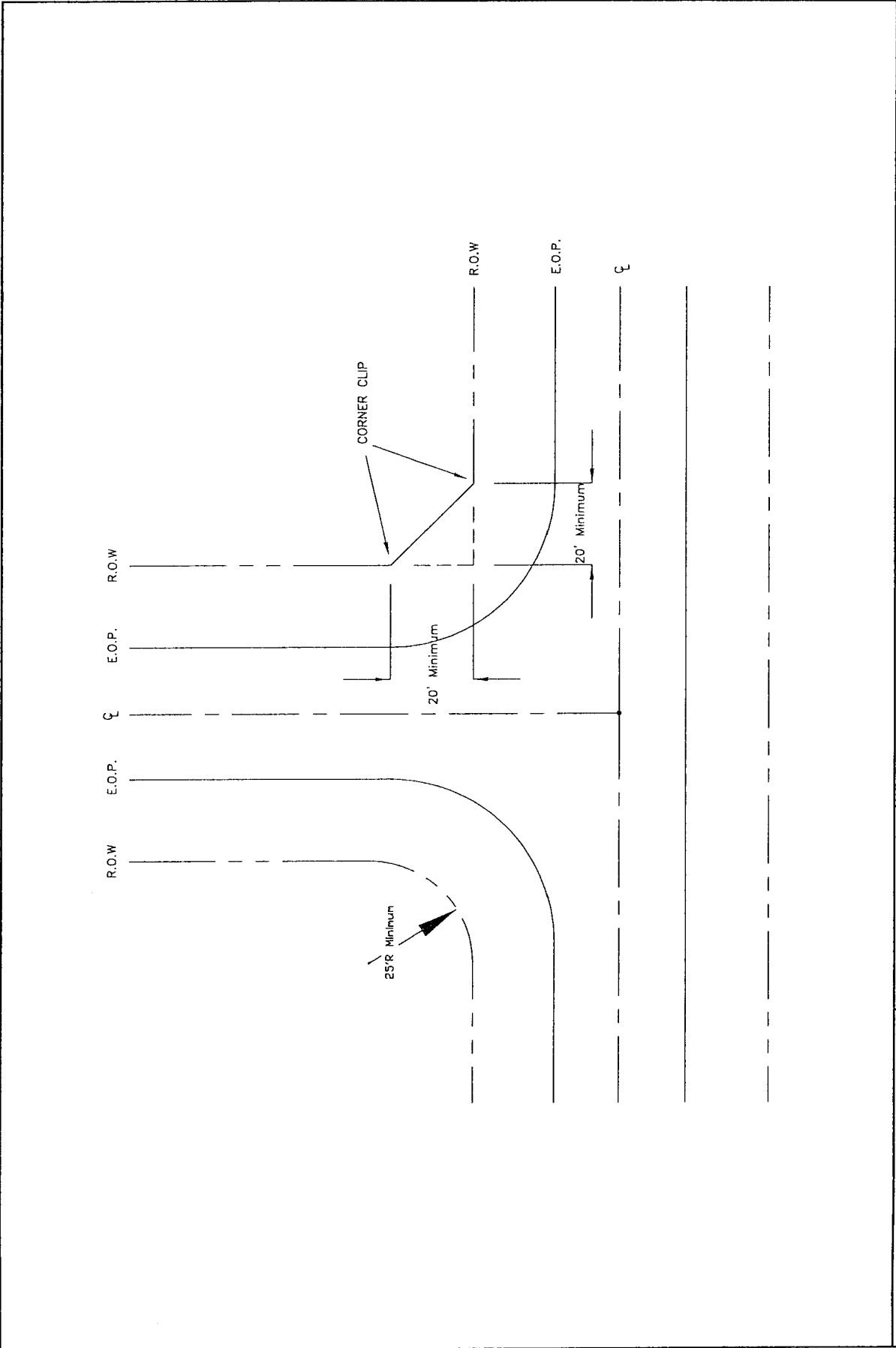


Legend
 Mussallem Parcel
 Parcel Lines

Mussallem Beachfront Park Shared Access

St. Johns County Florida
 Florida Communities Trust
www.co.stjohns.fl.us/ftct

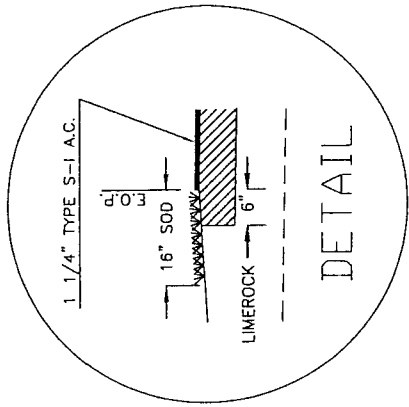
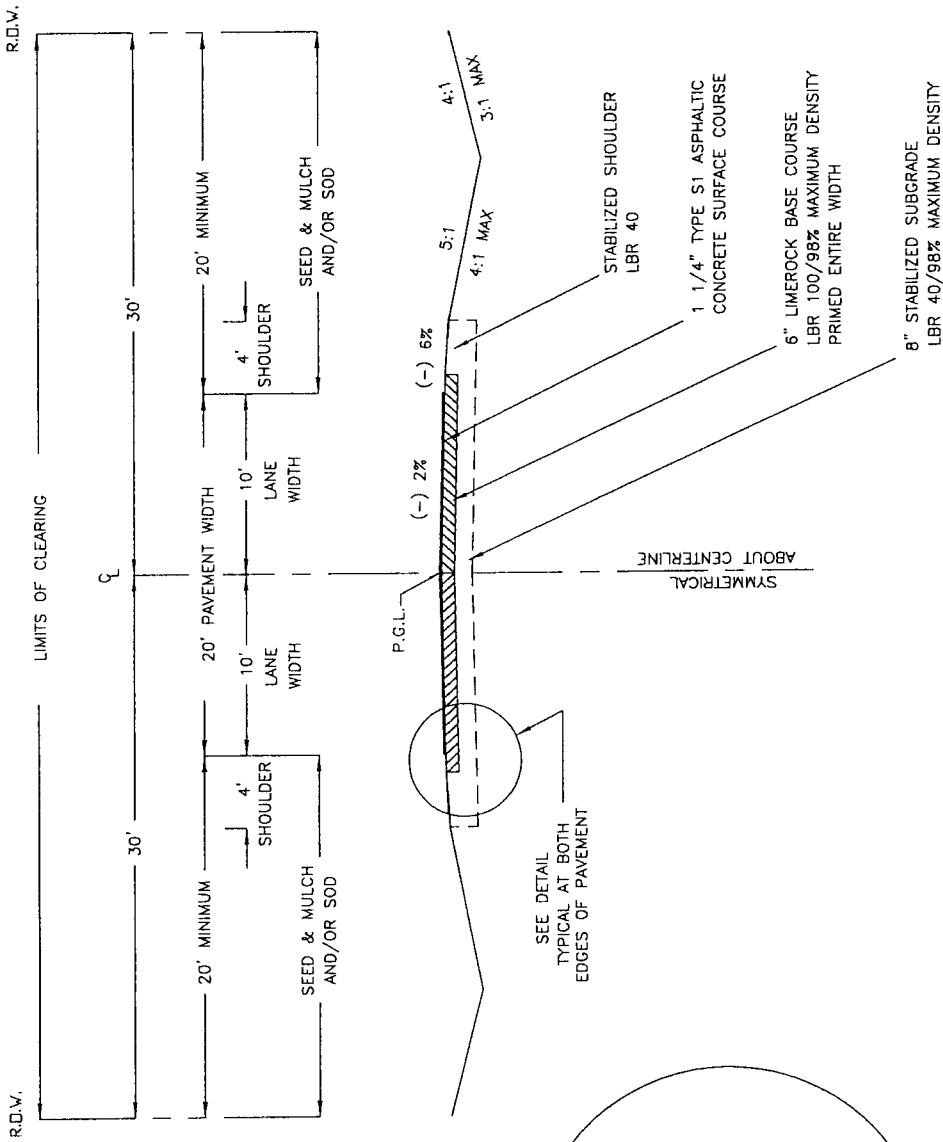
St. Johns County
 Disclaimer: The map is for reference only and is not intended to be used as a legal document. It is derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Department assumes no liability for the accuracy or completeness of the data shown herein.
www.co.stjohns.fl.us



LAND DEVELOPMENT CODE STANDARDS AND DETAILS ST. JOHNS COUNTY	REVISION DATES		DETAIL NO. 99A
	<input type="checkbox"/>	<input type="checkbox"/>	DWG: D99A-----DWG
	<input type="checkbox"/>	<input type="checkbox"/>	ADOPTED:

RIGHT-OF-WAY CORNER CLIPS

RIGHT-OF-WAY WIDTH: 60 FEET



STRUCTURAL NUMBER: 2.27

OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE
UPON APPROVAL BY THE PUBLIC WORKS DEPARTMENT

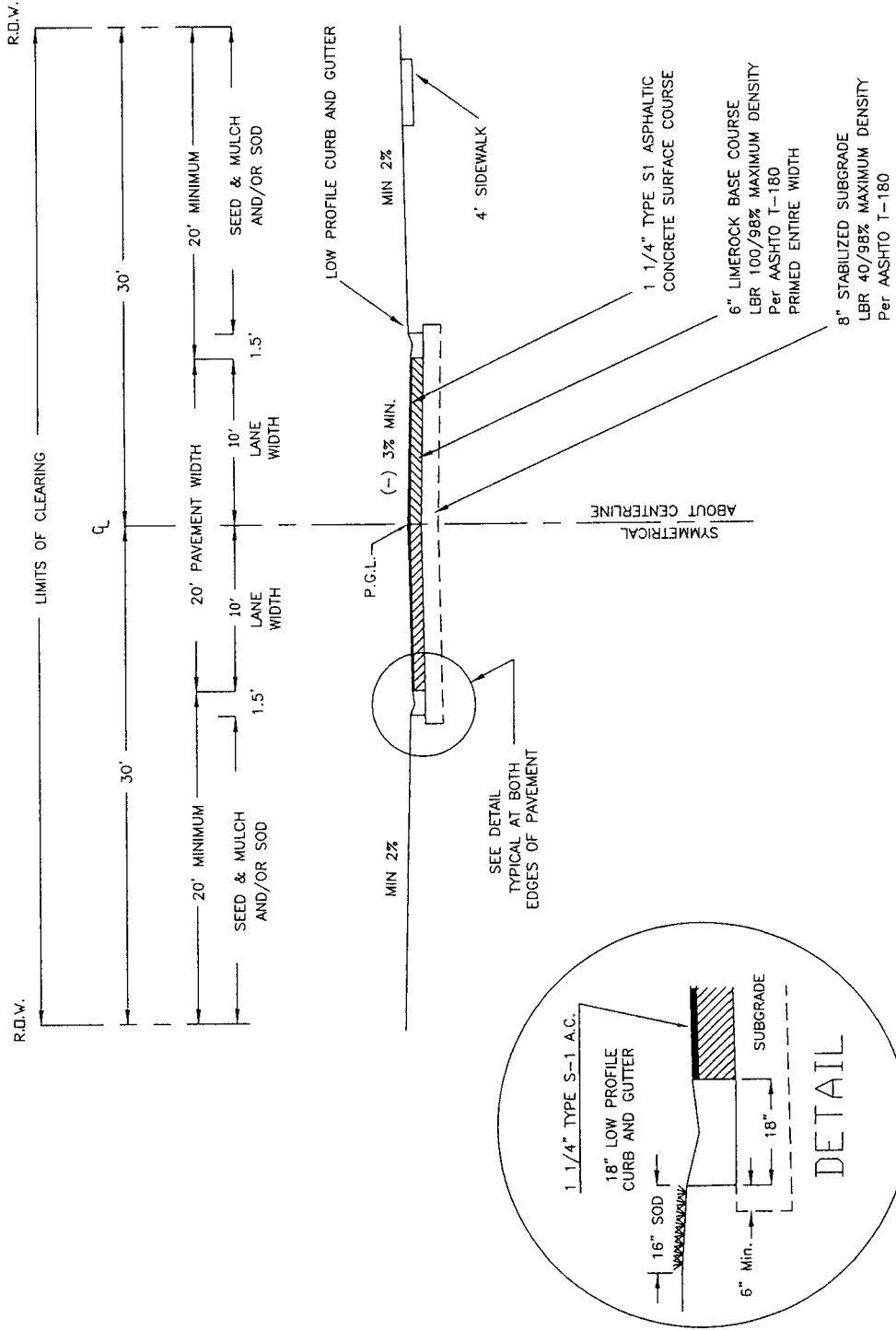
DETAIL NO. 100A
DWG: D100A____DWG
ADOPTED: 6/25/96

LOCAL ROAD - 2 LANE TYPICAL SWALED SECTION

REVISION DATES	
10/02	

ROADWAY AND DRAINAGE STANDARDS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
ST. JOHNS COUNTY

RIGHT-OF-WAY WIDTH: 60 FEET



STRUCTURAL NUMBER: 2.27

OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE
UPON APPROVAL BY THE DEVELOPMENT REVIEW DEPARTMENT

LAND DEVELOPMENT CODE STANDARDS AND DETAILS ST. JOHN'S COUNTY	REVISION DATES 10/02	LOCAL ROAD--2 LANE--60' R.O.W. TYPICAL CURB & GUTTER SECTION
		DETAIL NO. 101A DWG: D101A---.DWG ADOPTED:



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

September 25, 2009

Wil Smith, Administrative Manager
Parks and Recreation Department
St. Johns County
2175 Mizell Road
St. Augustine, Florida 32080

RE: *Shared Access Road*
Mussallem Beachfront Park
FCT Project # 06-033-FF6

Dear Mr. Smith:

The Florida Communities Trust (FCT) has approved the County's request to use 0.138 acres of land at Mussallem Beachfront Park for dual purpose 200' x 30' park access and subdivision access road off of A1A.

Please execute the amendment to the Declaration of Restrictive Covenants to release this area from the terms of the agreement. The County must return the signed agreement to FCT with a payment for the value of the land encumbered.

In calculating the dollar amount to be returned to FCT, staff relied on the appraisal report, which concluded a unit value of \$618,238 per acre for the upland area. The concluded unit value of \$618,238 per acre to the area removed from the project site indicates a value of \$85,317(0.138 acres x \$618,238/acre).

The grant award provided to the County for the acquisition of this property was 75% of the total costs. Applying this percentage to the above value indicates a price of \$63,988 that is due to FCT from the County for this project. Payment for the area released from the Declaration of Restrictive Covenants in the amount of \$63,988 is required prior to any road construction activities. Please execute the amendment and submit the payment of \$63,988 to FCT no later than October 30, 2009.

Thank you for your cooperation in this matter. If you have any questions please contact Kristen Coons at kristen.coons@dca.state.fl.us or (850) 922-1700.

Sincerely,

Ken Reecy
Community Program Manager

KR/ca

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us
♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦