

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF A SETTLEMENT AGREEMENT AND RELEASE BETWEEN ST. JOHNS COUNTY AND RYFAS, II, L.L.C., AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE SETTLEMENT AGREEMENT AND RELEASE ON BEHALF OF THE COUNTY AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE A COUNTY DEED ON BEHALF OF THE COUNTY AS PART OF THE AGREEMENT.

Recitals

WHEREAS, St. Johns County ("County") acknowledges that Ryfas, II, L.L.C., a Florida limited liability company ("Ryfas") has submitted an inverse condemnation claim suggesting a taking of access and road frontage from a parcel of land owned by Ryfas at the intersection of County Road 210 and the realigned portion of County Road 16A; and

WHEREAS, the County neither admits nor accepts any responsibility and/or liability for any damages (of whatever kind, and of whatever nature) claimed by Ryfas now or in the future in connection with the said claim; and

WHEREAS, notwithstanding the respective legal positions stated above, the County and Ryfas agree to enter into a Settlement Agreement and Release, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, which requires the County to execute a County Deed, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, conveying a remnant parcel left over from the realignment of County Road 16 A; and

WHEREAS, Ryfas agrees to accept the remnant parcel in settlement and release the County from of all claims or damages (of whatever kind, and of whatever nature, including but not limited to compensation, severance damages, attorneys' fees, expert fees and costs) asserted or claimed, now or in the future in connection with the said claim; and

WHEREAS, the County has determined that approving the terms of the Settlement Agreement and Release, and executing said agreement 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 incorporate into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The County hereby approves the Settlement Agreement and Release and authorizes the County Administrator to execute two (2) duplicate original agreements on behalf of the County.

Section 3. The Chair of the Board is hereby authorized to execute the County Deed, attached hereto.

Section 4. The Clerk is instructed to file the Settlement Agreement and Release and record the County Deed in the public records of St. Johns County, Florida.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of December, 2010.

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

By: 

J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 12/28/10



SETTLEMENT AGREEMENT AND RELEASE

This **Settlement Agreement and Release** is entered as of this ____ day of _____, 2010, between St. Johns County, Florida, a political subdivision of the State of Florida ("**County**"), 500 San Sebastian View, St. Augustine, Florida 32084, and Ryfas II, LLC, a Florida limited liability company ("**Ryfas**"), PO Box 3592, Ponte Vedra Beach, Florida 32004.

Acknowledgment and Representation. The **County** acknowledges that **Ryfas** has submitted an inverse condemnation claim, a copy of which is attached as Exhibit A. **Ryfas** represents that it is the sole owner of the claim.

No Admittance by County as to Responsibility and/or Liability. The **County** neither admits nor accepts any responsibility and/or liability for any damages (of whatever kind, and of whatever nature) claimed by **Ryfas** now or in the future in connection with the attached claim.

Settlement of Any and All Current and/or Future Claims. Notwithstanding the respective legal positions stated above, the **County** agrees to convey by County deed and **Ryfas** agrees to accept the remnant parcel described in the attached Exhibit B in settlement of all claims or damages (of whatever kind, and of whatever nature, including but not limited to compensation, severance damages, attorneys' fees, expert fees and costs) asserted or claimed, now or in the future, in connection with the attached claim.

Release. In consideration of the conveyance to **Ryfas** by County deed of the parcel described in the attached Exhibit B, **Ryfas** and its members, employees, agents, attorneys, affiliates, successors, and assigns do release, acquit, and forever discharge the **County**, its departments, officials, employees, attorneys, agents and staff from any and all claims, damages, losses, costs (including attorneys' fees, expert fees and other costs),

suits or administrative actions, now or in the future, that are in any way, form, or fashion associated with the claim attached as Exhibit A.

Absence of Duress. The County and Ryfas enter into and execute this **Settlement and Release** free of any duress or other illegal form of enticement.

Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this **Settlement and Release**, 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, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this **Settlement Agreement and Release**, all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

Governing Law/Venue. This **Settlement Agreement and Release** shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this **Settlement Agreement and Release** shall be St. Johns County, Florida.

Enforcement of this Settlement Agreement and Release. Should any party file suit for the purpose of enforcing or preventing the breach of any provision of this **Settlement Agreement and Release**, the prevailing party shall be entitled to recover all reasonable legal costs and expenses incurred, including, but not limited to, reasonable attorneys' fees and costs for the services rendered to the prevailing party, including on appeal.

Effective Date. This **Settlement Agreement and Release** shall be effective upon
1) the Board of County Commissioners approving this settlement, 2) authorized representatives of both the County and Ryfas executing this Settlement and Release, and
3) the County conveying the parcel described in Exhibit B as indicated above.

WHEREFORE, in consideration of the covenants and promises contained herein, the County and Ryfas by their authorized representatives' signatures below, agree to be bound by the terms herein, and acknowledge that there exist no other promises, representations, or agreements relating to this Settlement Agreement and Release, except as specifically set forth in this document.

Ryfas II, LLC

By: Rayfas Limited, LLLP
Its Manager

Date: 11-8-2010

By: Mohamed Reza Samiian Revocable Living
Trust Declaration, created April 16, 2004, Its General Partner

By: [Signature]
Mohamed Reza Samiian, Trustee

By: Fariba Ghandi Samiian Revocable Living
Trust Declaration, created February 27, 2004, Its General Partner

By: [Signature]
Fariba Ghandi Samiian, Trustee

STATE OF FLORIDA

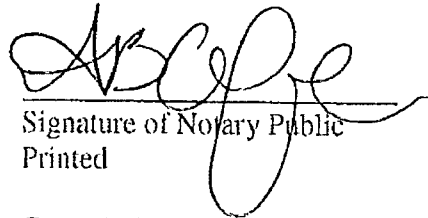
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8th day of November 2010, by Fariba Ghandi Samiian, Trustee of the Fariba Ghandi Samiian Revocable Living Trust Declaration, created February 27, 2004, which is the General Partner of Rayfas Limited, LLLP which is the Manager of Ryfas II, LLC, a Florida limited liability company, on behalf of the company and Mohamed Reza Samiian, Trustee of the Mohamed Reza Samiian Revocable Living Trust Declaration, created April 16, 2004, which is the General Partner of Rayfas Limited, LLLP which is the Manager of Ryfas II, LLC, a Florida limited liability company, on behalf of the company. Such person did take an oath and: *(notary must check applicable box)*

_____ is/are personally known to me.

[Signature] produced a current Florida driver's license as identification.

_____ produced _____ as identification.



Signature of Notary Public
Printed

Commission

Name: _____

Number: _____

**[NOTARY SEAL
MUST BE AFFIXED]
My commission expires:**

NOTARY PUBLIC STATE OF FLORIDA
A. B. Griffin
Commission # DD990201
Expires: MAY 17, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

St. Johns County, Florida

By _____
County Administrator

Date: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, by _____. Such person did take an oath and:
(notary must check applicable box)

_____ is/are personally known to me.

_____ produced a current Florida driver's license as identification.

_____ produced _____ as identification.

Signature of Notary Public

Printed Name: _____

Commission Number: _____

**[NOTARY SEAL
MUST BE AFFIXED]**

My commission expires:

Legally Sufficient:

Michael D. Hunt
Deputy County Attorney

Date: _____

726454

HATHAWAY & REYNOLDS, P.A.

115 PROFESSIONAL DRIVE - SUITE 101
FONTE VEDRA BEACH, FLORIDA 32082

RICHARD G. HATHAWAY, ESQ.
HEATHER M. REYNOLDS, ESQ.
ALEXANDRA "ALEX" GRIFFIN, ESQ.
TIMOTHY M. SHIPPEE, ESQ.

TELEPHONE (904) 280-5155
FACSIMILE (904) 240-5310

RECEIVED

February 23, 2010

MAR 2 2010

VIA U.S. MAIL

St. Johns County
Development Services
Don Hallman dhallman@sjofl.us
500 San Sebastian View
St. Augustine, FL 32084

COUNTY ATTORNEY

Re: The redesign of County Road 16A and St. Johns County's taking of access and road frontage from Real Estate Parcels Identified as 010220-0000 and 010230-0000 (the "Property") owned by Ryfas II LLC

Dear Mr. Hallman:

This firm has the pleasure of representing Ryfas II LLC. This letter is relation to the construction and re-routing of County Road 16A near the intersection of County Road 210W. The re-routing of County Road 16A has resulted in a governmental taking from our client who is the owner of the real estate parcels identified as 010220-0000 and 010230-0000 (hereinafter referred to jointly and severally as the "Property"), for which compensation is due. The Property previously had direct access from County Road 16A and road frontage on County Road 16A. Subsequent to the redesign, the Property no longer has such direct access or road frontage, both of which directly induced my client to purchase the Property. The diminished access and lack of visibility from County Road 16A have substantially diminished the value of the Property and frustrated the purpose for which my client purchased the Property.

Our client and other nearby property owners never received notice of the proposed re-routing of County Road 16A and a sign was never posted in relation to any hearing or meeting regarding the re-routing. As such, our client never received opportunity to voice their opinion regarding the decision to re-route County Road 16A or to object to this interference with access. While our client did receive proper notice regarding a rezoning that would have had an affect on our client's property, it is troubling that our client never received notice prior to the re-routing of County Road 16A as the loss of access and frontage to County Road 16A has been extremely damaging to our client's property rights.

When a landowner has suffered an unreasonable interference with access to an existing street and their right of access has been substantially diminished, a taking has occurred. While St. Johns County added a small side road to the Southwest corner of the Property, to prevent the Property's loss of ingress and egress rights, this did not prevent a taking from occurring. The

EXHIBIT A

Supreme Court of Florida has held that a taking has occurred even if access to property is not entirely cut off. *Palm Beach County v. Tessler*, 538 So. 2d 846, 849 (Fla. 1989). In *Tessler*, the Court upheld that "there is a right to be compensated through inverse condemnation when governmental action causes a substantial loss of access to one's property even though there is no physical appropriation of the property". *Palm Beach County v. Tessler*, 538 So. 2d 846, 849 (Fla. 1989). As it is clearly evident that Ryfas II LLC's access to the Property has substantially diminished, Ryfas II LLC is entitled to compensation for the taking of access to the Property. Our client would be willing to negotiate an easement, (to be constructed and paved by St. Johns County) which would once again, provide direct access to and visibility from County Road 16A or our client would be satisfied by receiving fee simple title to the adjacent triangle of land directly to the west of our client's parcel being parcel number Q10210 0000, which would also provide direct access and visibility to County Road 16A. The third option is for St. Johns County, at their expense, to have an appraisal of the property done to determine the economic loss and loss of value in the Property that our client has suffered and compensate our client accordingly, as the Property will never be able to be used to its full potential. Any compensation offered by St. Johns County for the damage to the Property and the diminishment to the Property's value will have to be in an amount acceptable to our client.

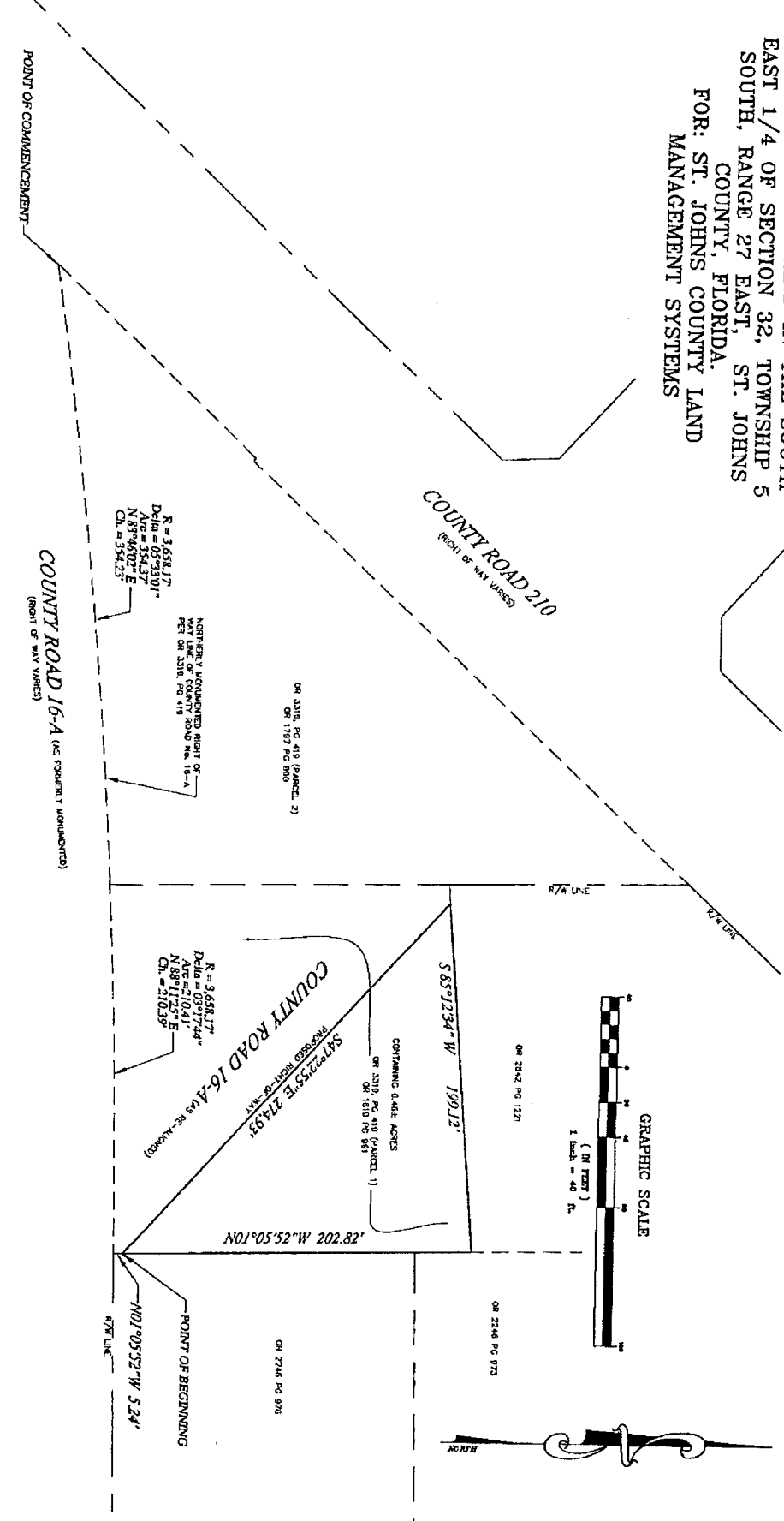
We look forward to hearing from St. Johns County in relation to how this matter can be resolved and how our client will be compensated.

Sincerely,



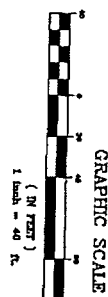
Heather M. Reynolds, Esq.

MAP SHOWING A SKETCH OF DESCRIPTION
OF A PARCEL OF LAND IN THE SOUTH
EAST 1/4 OF SECTION 32, TOWNSHIP 5
SOUTH, RANGE 27 EAST, ST. JOHNS
COUNTY, FLORIDA.
FOR: ST. JOHNS COUNTY LAND
MANAGEMENT SYSTEMS



LEGEND
CR - CR-16 AND CR-210
RYSAS II, LLC
ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION
ST AUGUSTINE, FLORIDA 32084
Phone (904) 209-0764

SHORING NOTES:
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGIN, BASED ONLY ON A GENERAL SURVEY AND BANNER
2. DRAWING DATA BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, NAD 83, 4840 FEET GROUND
3. THIS IS A SKETCH OF DESCRIPTION AND NOT A FINAL SURVEY. A FINAL SURVEY SHOULD BE OBTAINED BY AN ACTUAL FIELD SURVEY.
4. AERIAL PHOTOGRAPHS, IF SHOWN, WERE OBTAINED IN JANUARY 2002
5. DESCRIPTION FURNISHED SEPARATELY.



PROJECT BY: C. FLETCHER	AMENDMENTS	
SHEET NO. 1		
FILE NUMBER: 5-437		
PATRICK DONALD DIVER, P.S. 14, NO. 1424 PROFESSIONAL SURVEYOR AND MAPPING SECTION DATED SEPTEMBER 15, 2010	CR-16 AND CR-210 RYSAS II, LLC	SKETCH OF DESCRIPTION
	ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION ST AUGUSTINE, FLORIDA 32084 Phone (904) 209-0764	



A PARCEL OF LAND BEING A PART OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, LYING SOUTHEAST OF THE RIGHT OF WAY FOR COUNTY ROAD NO. C-210 (FORMERLY STATE ROAD NO. S-210), SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-210, (FORMERLY STATE ROAD NO. S-210, A 100 FOOT PUBLIC ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), WITH THE NORTHERLY MONUMENTED RIGHT WAY LINE OF COUNTY ROAD NO. C-16A, (FORMERLY STATE ROAD NO. S-16 AND STATE ROAD NO. S-16A, A 66 FOOT PUBLIC ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), SAID POINT LYING ON THE ARC OF A CURVE, LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, AND BEING THE AFORESAID NORTHERLY MONUMENTED RIGHT OF WAY LINE OF COUNTY ROAD NO. C-16A, HAVING A RADIUS OF 3658.17 FEET, THROUGH A CENTRAL ANGLE OF 05 °33'01" TO THE RIGHT, AN ARC DISTANCE OF 354.37 FEET, TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1797, PAGE 990 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, (AND ALSO BEING THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1619, PAGE 991 OF THE AFORESAID PUBLIC RECORDS), LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°46'02" EAST, 354.23 FEET; THENCE CONTINUE ALONG THE ARC OF LAST SAID CURVE HAVING A RADIUS OF 3658.17 FEET, THROUGH A CENTRAL ANGLE OF 03°17'44" TO THE RIGHT, AN ARC DISTANCE OF 210.41 FEET, TO A POINT ON THE EAST LINE OF THOSE LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1619, PAGE 991, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°11'25" EAST, 210.39 FEET; RUN THENCE NORTH 01°05'52" WEST, DEPARTING FROM AFORESAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-16A AND RUNNING ALONG THE AFORESAID EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1619, PAGE 991 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 5.24 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 01°05'52" WEST, ALONG THE AFORESAID EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1619, PAGE 991 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 202.82 FEET, TO THE NORTHEAST CORNER OF LAST SAID LANDS, RUN THENCE SOUTH 85°12'34" WEST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE 199.12 FEET; THENCE SOUTH 47°22'55" EAST A DISTANCE OF 274.93 FEET TO THE POINT OF BEGINNING. CONTAINING 0.46 ACRES, MORE OR LESS.

This Instrument Prepared By:
Michael D. Hunt, Deputy County Attorney
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, this ____ day of _____, 2010, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida, 32084, hereinafter "Grantor", to **RYFAS II, L.L.C.**, a Florida limited liability company, whose address is P.O. Box 3592, Ponte Vedra Beach, Florida 32004, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

WITNESSETH;

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF (THE "PROPERTY")

Parcel Account Number 010210-0000

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

- THIS COUNTY DEED** is subject to the following non-exclusive list of exceptions:
- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
 - b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
 - c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
 - d. Rights, if any, of the public in any portion of the premises which may fall within any public street, way or alley;

- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.

RESERVING UNTO THE GRANTOR, its successors and/or assigns an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals and metals that are may be in, on, or under the said land and an undivided one-half interest in all petroleum that is or may be in, or on, or under said land with the privilege to mine and develop the same.

IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

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

BY: _____
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by J. Ken Bryan, Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County. Who is personally known to me.

Notary Public State of Florida
My Commission Expires: _____

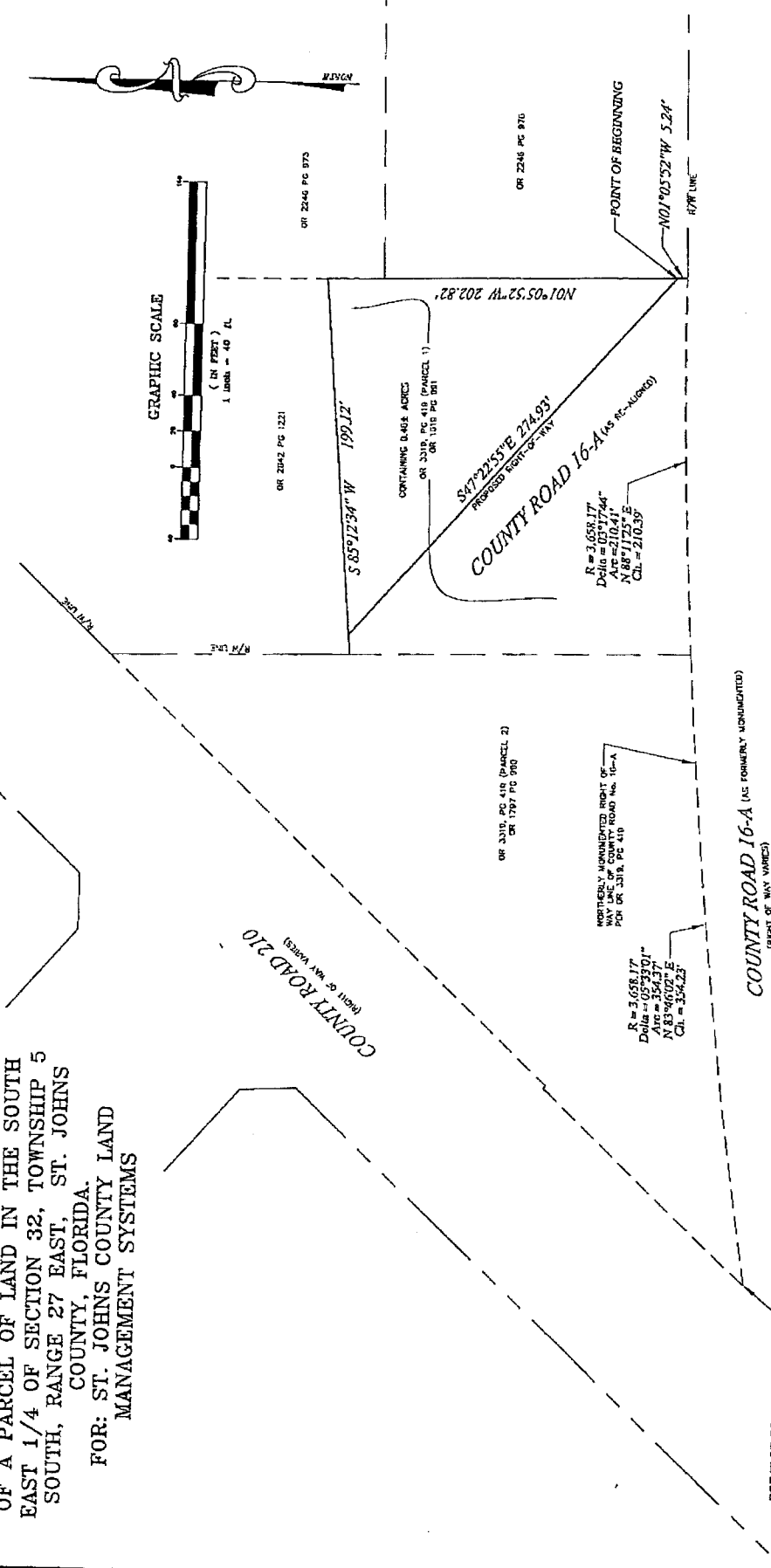
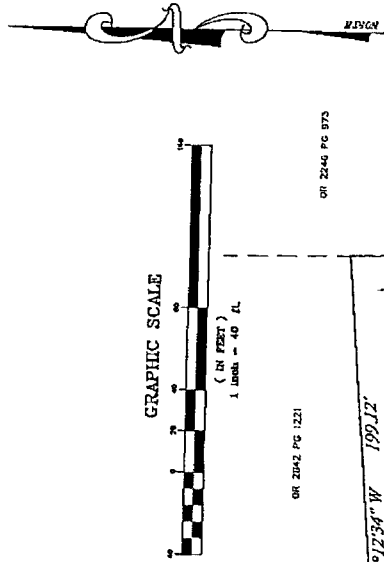
EXHIBIT "A" to County Deed

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, LYING SOUTHEAST OF THE RIGHT OF WAY FOR COUNTY ROAD NO. C-210 (FORMERLY STATE ROAD NO. S-210), SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-210, (FORMERLY STATE ROAD NO. S-210, A 100 FOOT PUBLIC ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), WITH THE NORTHERLY MONUMENTED RIGHT WAY LINE OF COUNTY ROAD NO. C-16A, (FORMERLY STATE ROAD NO. S-16 AND STATE ROAD NO. S-16A, A 66 FOOT PUBLIC ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), SAID POINT LYING ON THE ARC OF A CURVE, LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, AND BEING THE AFORESAID NORTHERLY MONUMENTED RIGHT OF WAY LINE OF COUNTY ROAD NO. C-16A, HAVING A RADIUS OF 3658.17 FEET, THROUGH A CENTRAL ANGLE OF $05^{\circ}33'01''$ TO THE RIGHT, AN ARC DISTANCE OF 354.37 FEET, TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1797, PAGE 990 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, (AND ALSO BEING THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1619, PAGE 991 OF THE AFORESAID PUBLIC RECORDS), LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $83^{\circ}46'02''$ EAST, 354.23 FEET; THENCE CONTINUE ALONG THE ARC OF LAST SAID CURVE HAVING A RADIUS OF 3658.17 FEET, THROUGH A CENTRAL ANGLE OF $03^{\circ}17'44''$ TO THE RIGHT, AN ARC DISTANCE OF 210.41 FEET, TO A POINT ON THE EAST LINE OF THOSE LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1619, PAGE 991, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $88^{\circ}11'25''$ EAST, 210.39 FEET; RUN THENCE NORTH $01^{\circ}05'52''$ WEST, DEPARTING FROM AFORESAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-16A AND RUNNING ALONG THE AFORESAID EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1619, PAGE 991 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 5.24 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH $01^{\circ}05'52''$ WEST, ALONG THE AFORESAID EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1619, PAGE 991 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 202.82 FEET, TO THE NORTHEAST CORNER OF LAST SAID LANDS, RUN THENCE SOUTH $85^{\circ}12'34''$ WEST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE 199.12 FEET; THENCE SOUTH $47^{\circ}22'55''$ EAST A DISTANCE OF 274.93 FEET TO THE POINT OF BEGINNING. CONTAINING 0.46 ACRES, MORE OR LESS.

MAP SHOWING A SKETCH OF DESCRIPTION
OF A PARCEL OF LAND IN THE SOUTH
EAST 1/4 OF SECTION 32, TOWNSHIP 5
SOUTH, RANGE 27 EAST, ST. JOHNS
COUNTY, FLORIDA.

FOR: ST. JOHNS COUNTY LAND
MANAGEMENT SYSTEMS



SURVEYOR'S NOTES:
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND JUPPER.
2. ZONE DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET.
3. THIS IS A SKETCH OF DESCRIPTION AND NOT A FINAL SURVEY. IT IS NOT TO BE USED FOR AN ACTUAL FIELD SURVEY.
4. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN JANUARY 2008.
5. DESCRIPTION FURNISHED SEPARATELY.

LEGEND:
S/S = SURVEY
CR = CHORD
OR = OFFICIAL RECORDS
R/W = RIGHT OF WAY

AMENDMENTS

DRAWN BY: C. FLELY
FILE NUMBER: S-EB7
SHEET NO. 1
of 1



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION
500 SAN SEBASTIAN VIEW
ST AUGUSTINE, FLORIDA 32084
Phone (904) 209-0764

CR-16 AND CR-210
RYFAS II, LLC

SKETCH OF DESCRIPTION

PATRICIA GAIL OLIVER, P.E., No. 3504
PROFESSIONAL SURVEYOR AND MAPPING
SKETCH DATE: SEPTEMBER 15, 2010

COUNTY ROAD 16-A (AS FORMERLY MONUMENTED)
(RIGHT OF WAY VARIES)

R = 3,658.17
Delta = 05°33'01"
N 88°40'07" E
Ch = 354.23'

NORTHERLY MONUMENTED RIGHT OF WAY
LINE OF COUNTY ROAD NO. 16-A
PCB OR 3318, PG 410

OR 3315, PG 415 (PARCEL 2)
OR 1787 PG 980

CONTAINING 0.465 ACRES
OR 3318, PG 418 (PARCEL 1)
OR 1016 PG 981

OR 2042 PG 1221

OR 2246 PG 973

OR 2248 PG 970

POINT OF BEGINNING
N01°05'52"W 5.24'
R/W LINE

N01°05'52"W 202.82'

S 85°12'34" W 199.12'
S 47°22'33" E 274.93'
PROPOSED RIGHT-OF-WAY

R = 3,658.17
Delta = 05°37'44"
N 88°17'15" E
Ch = 210.39'

POINT OF COMMENCEMENT