

RESOLUTION NO. 2011- 22

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE TWO PURCHASE AGREEMENTS FOR PROPERTY REQUIRED FOR PHASE II OF THE CR210/I95 ROADWAY IMPROVEMENT PROJECT.

RECITALS

WHEREAS, the property owner, A&S Land Development Company, has executed and presented to the County a Purchase Agreement for fee simple property and a Purchase Agreement for Temporary Construction Easement, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a hereof; and

WHEREAS, the owner has agreed to the appraisal value of \$173,250.00 for the fee simple property and \$23,600.00 for the Temporary Construction Easement, identified by Prosser Hallock Planners & Engineers as needed for the project; and

WHEREAS, per Resolution No. 2008-326, the Board of County Commissioners approved and joined in with the Transportation Regional Incentive Program (TRIP) Agreement executed by the State of Florida Department of Transportation (FDOT); and

WHEREAS, this Phase of the project includes acquisition of 47 parcels for the widening of CR210 at I95 to accommodate dual turn lanes and dual through lanes and ultimate six-lane traffic; and

WHEREAS, this is the tenth and eleventh of 47 parcels for this Capital Improvement Project which is funded jointly with FDOT TRIP funds and St. Johns County 2006 Transportation Bond; and

WHEREAS, it is in the best interest of the County to acquire this property in order to move forward with the needed roadway improvements.

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 of the Purchase Agreements and authorizes the County Administrator, or designee, to execute the original Purchase Agreements and take all steps necessary to move forward to close this transaction.

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

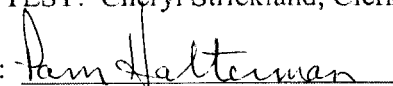
Section 4. The Clerk is instructed to file the original two Purchase Agreements in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of February, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 2/2/11



EXHIBIT "A" TO RESOLUTION

ST. JOHNS COUNTY REAL ESTATE DIVISION
PURCHASE AGREEMENT

DISTRICT NO.: FDOT District #2
STATE ROAD NO.: SR 9/I-95/CR 210
COUNTY: St. Johns
PARCEL NO.: 026341-0190 (141)

Seller: A & S Land Development Company
10175 Fortune Parkway #1005
Jacksonville, FL 32256

Buyer: St. Johns County, Florida, a political subdivision of the State of Florida

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

- (a) Estate being purchased: Fee Simple Permanent Easement Temporary Easement Leasehold
(b) Real Property Described as: (see Exhibit "A")

Buildings, structures, fixtures and other improvements owned by others: none
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property

Land 1. \$ 155,800.00
Improvements 2. \$ 17,400.00
Real Estate Damages 3. \$ 0.00
(Severance/Cost-to-Cure)

Total Real Property 4. \$ 173,250.00

(b) Total Personal Property 5. \$ 0.00

(c) Fees and Costs

Attorney Fees 6. \$ 0.00
Appraiser Fees 7. \$ _____

_____ Fee(s) 8. \$ 0.00

Total Fees and Costs 9. \$ 0.00

(d) Total Business Damages 10. \$ 0.00

(e) Total Other Costs 11. \$ 0.00

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 173,250.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 173,250.00

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ 0.00

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records of arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Exhibit "A"** until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Exhibit "A"** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Exhibit "A"** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Exhibit "A"** shall be conveyed to Buyer by conveyance instruments(s) acceptable to Buyer.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Buyer and Seller agree there are no fees, costs, or business damage claims associated with this agreement.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 120 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

Seller(s)

[Signature] 11/29/16
Signature President Date

A+Shand Development Corp
Type or print name

Signature Date

Type or print name

Buyer

St. Johns County, Florida

BY: _____
Signature Date

Type or print name and title

VII. Final Agency Acceptance

The Buyer has granted Final Agency Acceptance this ____ day of _____, _____.

BY: _____
Signature Type or print name and title

Legal Review: _____
Date

Type or print and title

LEGALLY SUFFICIENT
[Signature]
Name Date 11/17/16

ADDITIONAL SIGNATURES

SELLERS(S):

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

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Signature Date

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EXHIBIT "A" TO PURCHASE AGREEMENT

PARCEL 141

FEE SIMPLE

PROJECT NO. 08/811
SHEET NO. 4

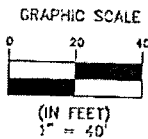
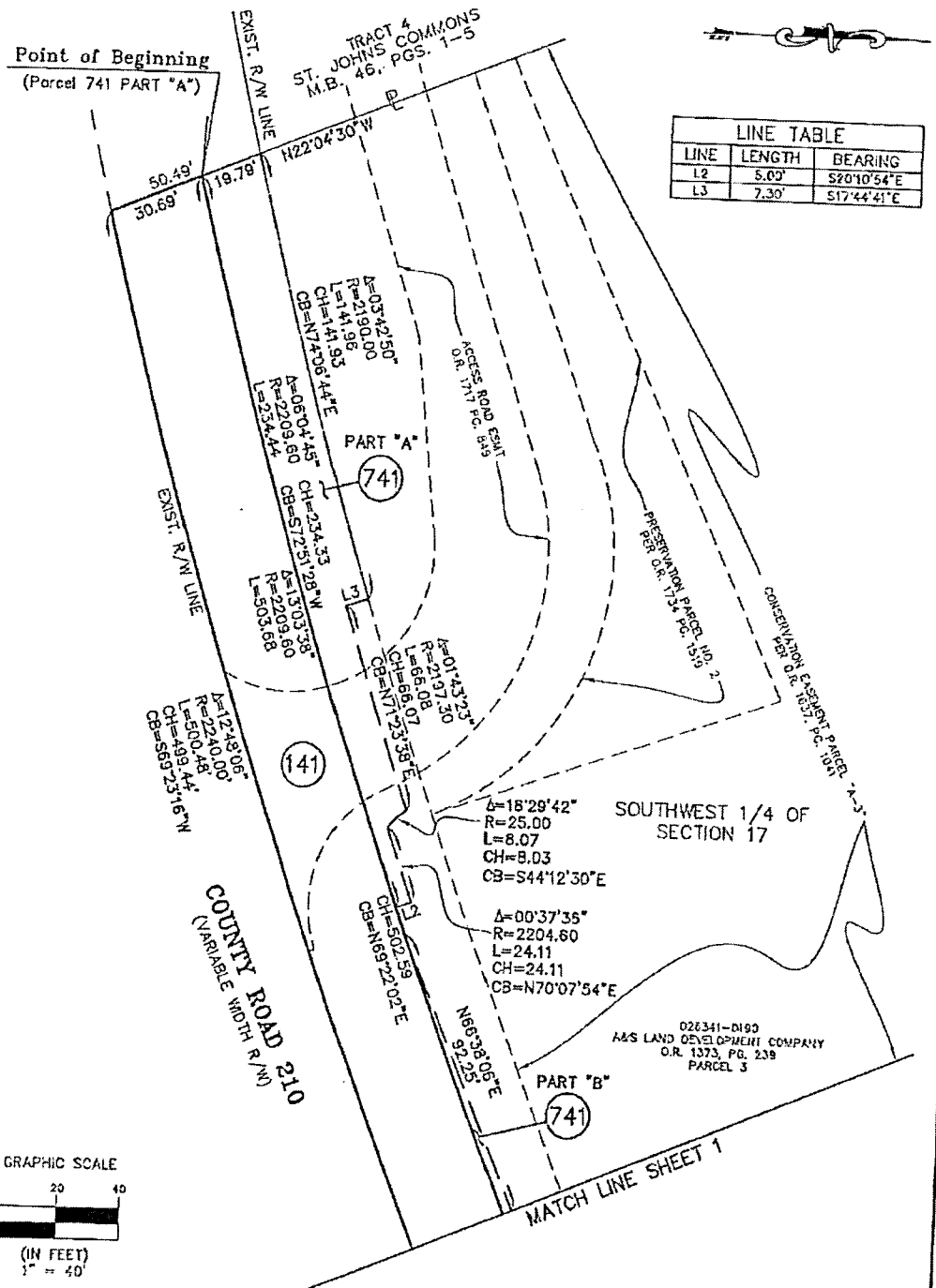
A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1373, PAGE 239 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 5, SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH $89^{\circ}38'16''$ WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 17, A DISTANCE OF 1210.45 FEET TO THE WESTERLY LINE OF SAID GOVERNMENT LOT 5; THENCE NORTH $02^{\circ}25'37''$ WEST, DEPARTING SAID SOUTHERLY LINE OF SECTION 17, ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 5, A DISTANCE OF 389.94 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHWESTERLY, DEPARTING SAID WESTERLY LINE OF GOVERNMENT LOT 5, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING 2 COURSES AND DISTANCES: (1) THENCE SOUTH $57^{\circ}49'15''$ WEST, 29.41 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2229.01 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $05^{\circ}07'17''$, AN ARC DISTANCE OF 199.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $60^{\circ}22'54''$ WEST, 199.17 FEET TO A JOG IN SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND THE POINT OF BEGINNING; THENCE SOUTH $16^{\circ}14'22''$ EAST, ALONG LAST SAID JOG, A DISTANCE OF 13.11 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2240.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $12^{\circ}48'06''$, AN ARC DISTANCE OF 500.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $69^{\circ}23'16''$ WEST, 499.44 FEET TO A JOG IN SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210; THENCE NORTH $22^{\circ}04'30''$ WEST, ALONG LAST SAID JOG, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, DEPARTING SAID JOG, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2209.60 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $13^{\circ}03'38''$, AN ARC DISTANCE OF 503.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $69^{\circ}22'02''$ EAST, 502.59 FEET TO THE WESTERLY LINE OF TRACT C-1, ST. JOHNS FOREST, UNIT ONE, AS RECORDED IN MAP BOOK 50, PAGES 5 THROUGH 24 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH $16^{\circ}14'22''$ EAST, ALONG SAID WESTERLY LINE OF TRACT C-1, A DISTANCE OF 17.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,263 SQUARE FEET, MORE OR LESS.

SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA,



SEE SHEET 1 FOR GENERAL NOTES & LEGEND

SHEET 2 OF 4

JOB NO. 2008-811-B
 DRAFTER JES
 P.C. N/A
 F.B. N/A PG. N/A
 SCALE 1"=40'
 DATE MAY 24, 2010
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MAXIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Dennis W. Elswick
 DENNIS W. ELSWICK, P.L.S. CERT. NO. 3190

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 L.S. NO. 3731
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32217
 (904) 266-2703
 WWW.CLARYASSOCIATES.COM

EXHIBIT "B" TO RESOLUTION

ST. JOHNS COUNTY REAL ESTATE DIVISION
PURCHASE AGREEMENT

DISTRICT NO.: FDOT District #2
STATE ROAD NO.: SR 9/I-95/CR 210
COUNTY: St. Johns
PARCEL NO.: 026341-0190 (741A & B)

Seller: A & S Land Development Company
10175 Fortune Parkway #1005
Jacksonville, FL 32256

Buyer: St. Johns County, Florida, a political subdivision of the State of Florida

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

- (a) Estate being purchased: Fee Simple Permanent Easement Temporary Easements Leasehold
(b) Real Property Described as: (see Exhibit "A")

Buildings, structures, fixtures and other improvements owned by others: none
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property

Land 1. \$ 23,600.00
Improvements 2. \$ 0.00
Real Estate Damages 3. \$ 0.00
(Severance/Cost-to-Cure)

Total Real Property 4. \$ 23,600.00

(b) Total Personal Property 5. \$ 0.00

(c) Fees and Costs

Attorney Fees 6. \$ 0.00
Appraiser Fees 7. \$ _____

_____ Fee(s) 8. \$ 0.00

Total Fees and Costs 9. \$ 0.00

(d) Total Business Damages 10. \$ 0.00

(e) Total Other Costs 11. \$ 0.00

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 23,600.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 23,600.00

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ 0.00

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records of arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Exhibit "A"** until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
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- (g) Seller agrees that the real property described in **Exhibit "A"** shall be conveyed to Buyer by conveyance instruments(s) acceptable to Buyer.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Buyer and Seller agree there are no fees, costs, or business damage claims associated with this agreement.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 120 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

Seller(s)

[Handwritten Signature] 11/28/10
Signature President Date

ADS Land Development Company
Type or print name

Signature Date

Type or print name

Buyer

St. Johns County, Florida

BY: _____
Signature Date

Type or print name and title

VII. Final Agency Acceptance

The Buyer has granted Final Agency Acceptance this ____ day of _____, _____.

BY: _____
Signature Type or print name and title

Legal Review: _____
Date

Type or print and title

LEGALLY SUFFICIENT
[Handwritten Signature]
Date 11/1/10

ADDITIONAL SIGNATURES

SELLERS(S):

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Prepared by: ADDENDUM TO PURCHASE AGREEMENT
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this ____ day of _____, 2011, by and between A&S Land Development Company, a Florida corporation whose address is 10175 Fortune Pkwy. #1005, Jacksonville, FL 32256 as grantor and St. Johns County, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSTEH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property located in St. Johns County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein will terminate when the project is complete. The property will be put back to its original or better condition when the project is complete.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:

GRANTORS:
A&S Land Development Company

Print Witness Name: _____

By: _____
Print Name: _____
Title: _____

Print Witness Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ of A&S Land Development Company, who is personally known to me, or has produced _____ as identification.

Notary Public

LEGALLY SUFFICIENT
Michael D. Fisher
Date: 11/1/11

EXHIBIT "A" TO TEMPORARY CONSTRUCTION EASEMENT

PARCEL 741
PART "A"

TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO. 08/811
SHEET NO. 4

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1373, PAGE 239 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 5, SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 89°38'16" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 17, A DISTANCE OF 1210.45 FEET TO THE WESTERLY LINE OF SAID GOVERNMENT LOT 5; THENCE NORTH 02°25'37" WEST, DEPARTING SAID SOUTHERLY LINE OF SECTION 17, ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 5, A DISTANCE OF 389.94 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHWESTERLY, DEPARTING SAID WESTERLY LINE OF GOVERNMENT LOT 5, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING 2 COURSES AND DISTANCES: (1) THENCE SOUTH 57°49'15" WEST, 29.41 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2229.01 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 05°07'17", AN ARC DISTANCE OF 199.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°22'54" WEST, 199.17 FEET TO A JOG IN SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210; THENCE SOUTH 16°14'22" EAST, ALONG LAST SAID JOG, A DISTANCE OF 13.11 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2240.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 12°48'06", AN ARC DISTANCE OF 500.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°23'16" WEST, 499.44 FEET TO A JOG IN SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210; THENCE NORTH 22°04'30" WEST, ALONG LAST SAID JOG, A DISTANCE OF 30.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 22°04'30" WEST, ALONG SAID JOG, A DISTANCE OF 19.79 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, DEPARTING SAID JOG, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2190.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 03°42'50", AN ARC DISTANCE OF 141.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°06'44" EAST, 141.93 FEET; THENCE SOUTH 17°44'41" EAST, A DISTANCE OF 7.30 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2197.30 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 01°43'23", AN ARC DISTANCE OF 66.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°23'38" EAST, 66.07 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 18°29'42", AN ARC DISTANCE OF 8.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°12'30" EAST, 8.03 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2204.60 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 00°37'36", AN ARC DISTANCE OF 24.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°07'54" EAST, 24.11 FEET; THENCE SOUTH 20°10'54" EAST, A DISTANCE OF 5.00 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2209.60 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 06°04'45", AN ARC DISTANCE OF 234.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°51'28" WEST, 234.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,731 SQUARE FEET, MORE OR LESS.

PARCEL 741
PART "B"

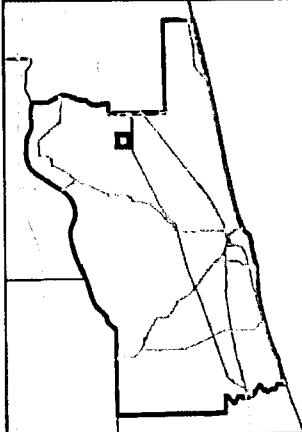
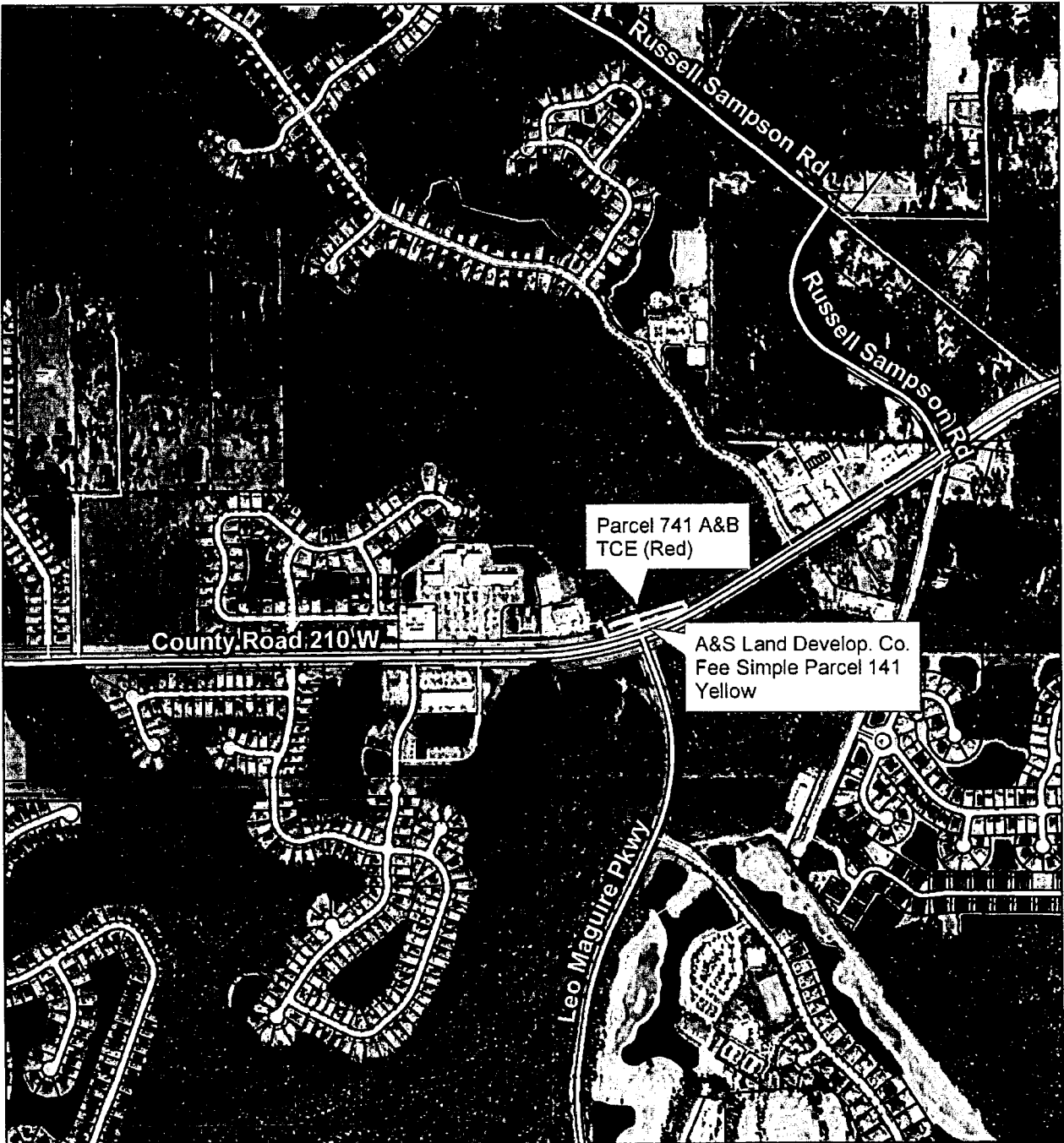
CONTINUED EXHIBIT "A" TO
TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO. 08/811
SHEET NO. 4

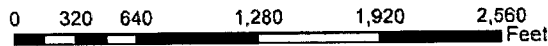
A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1373, PAGE 239 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 5, SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH $89^{\circ}38'16''$ WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 17, A DISTANCE OF 1210.45 FEET TO THE WESTERLY LINE OF SAID GOVERNMENT LOT 5; THENCE NORTH $02^{\circ}25'37''$ WEST, DEPARTING SAID SOUTHERLY LINE OF SECTION 17, ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 5, A DISTANCE OF 389.94 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHWESTERLY, DEPARTING SAID WESTERLY LINE OF GOVERNMENT LOT 5, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING 2 COURSES AND DISTANCES: (1) THENCE SOUTH $57^{\circ}49'15''$ WEST, 29.41 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2229.01 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $05^{\circ}07'17''$, AN ARC DISTANCE OF 199.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $60^{\circ}22'54''$ WEST, 199.17 FEET TO THE WESTERLY LINE OF TRACT C-1, ST. JOHNS FOREST, UNIT ONE, AS RECORDED IN MAP BOOK 50, PAGES 5 THROUGH 24 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; THENCE NORTH $16^{\circ}14'22''$ WEST, ALONG SAID WESTERLY LINE OF TRACT C-1, A DISTANCE OF 17.84 FEET TO A POINT ON A CURVE AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, DEPARTING SAID WESTERLY LINE OF TRACT C-1, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2209.60 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $06^{\circ}45'31''$, AN ARC DISTANCE OF 260.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $66^{\circ}12'58''$ WEST, 260.49 FEET; THENCE NORTH $66^{\circ}38'06''$ EAST, A DISTANCE OF 92.25 FEET; THENCE NORTH $65^{\circ}54'31''$ EAST, A DISTANCE OF 96.42 FEET; THENCE NORTH $64^{\circ}01'01''$ EAST, A DISTANCE OF 72.23 FEET TO THE SAID WESTERLY LINE OF TRACT C-1; THENCE SOUTH $16^{\circ}14'22''$ EAST, ALONG SAID WESTERLY LINE OF TRACT C-1, A DISTANCE OF 2.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 684 SQUARE FEET, MORE OR LESS.



CR210/I95 Phase II
A&S Land Develop. Co.



2008 Aerial Imagery

St. Johns County
 Land Mgmt Systems
 Real Estate Division



Map Prepared:
 Date: 1/3/11
 (904) 209-0796

DISCLAIMER.
 This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.