

RESOLUTION NO. 2016- 181

**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 A PURCHASE AND SALE AGREEMENT FOR A PERMANENT WATER AND WASTEWATER UTILITY EASEMENT NEEDED FOR IMPROVEMENTS TO THE ST. ANDREWS COURT LIFT STATION.**

**RECITALS**

**WHEREAS**, the water and wastewater system along St. Andrews Court became a St. Johns County asset with the acquisition of St. Johns Service Company in 2005. A search of our records revealed St. Johns Service Company did not have a permanent utility easement for the property located at 6080 St. Andrews Court; and

**WHEREAS**, due to existing pumps and electrical equipment being near the end of their service life, and the need for physical repairs and replacement of the infrastructure to extend the service life of the lift station, the St. Andrews Lift Station is scheduled to be upgraded, rehabilitated, and improved so it will operate more efficiently and meet current St. Johns County Utility Department standards. A permanent Easement Agreement for Water and Wastewater Utilities is necessary to effect these repairs; and

**WHEREAS**, property owners, Herbert W. Gray III and Robin M. Gray, have executed and presented to the County a Purchase and Sale Agreement for a Water and Wastewater Utility Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, the property owners have agreed for St. Johns County to purchase a permanent Water and Wastewater Utility Easement for the water/sewer lines and lift station located on their property for \$1,800 which is at or below the assessed value; and

**WHEREAS**, it is in the best interest of the County to acquire this property for improvements to the St. Andrews Court Lift Station.

**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 approve the terms of the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreement, accept the Easement Agreement for Water and Wastewater Utilities, and move forward to close this transaction.

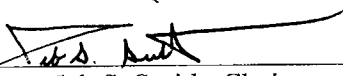
**Section 3.** To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4.** The Clerk of the Court of St. Johns County is instructed to file the original Purchase and Sale Agreement in the Clerk's Office and record the original Easement Agreement for Water and Wastewater Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 21<sup>st</sup> day of June, 2016.

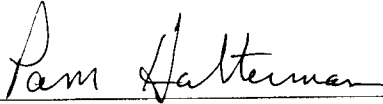
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_

  
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: \_\_\_\_\_



RENDITION DATE 6/23/16

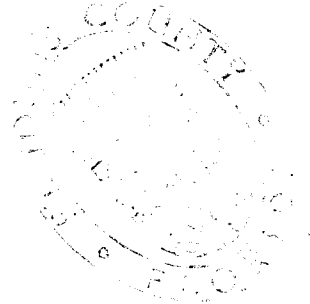


EXHIBIT "A" TO RESOLUTION

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2016, 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 ("Buyer") and **HERBERT W. GRAY III AND ROBIN M. GRAY** ("Seller"), whose address is 6080 Saint Andrews Court, Ponte Vedra Beach, FL 32082.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing an Easement for Utilities on property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest for the Buyer to acquire certain water and wastewater utility easement rights (the "Easement") over the property shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Easement Area"); and

**NOW THEREFORE**, it is mutually agreed as follows:

1. Recitals. The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as Findings of Fact.

2. Purchase Price. The purchase price ("Purchase Price") is **(\$1,800.00)**, subject to the prorations hereinafter provided. Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (45) days from the effective date, a title commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Easement, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Easement Area; and

(b) Buyer shall notify Seller in writing ("Title Notice") within ten (10) days after Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Easement Area, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense (but without obligation), shall have sixty (60) days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects or denial, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Easement Area as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement.

4. Identity and Obligation of Closing Agent.

(a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine FL 32086, shall be Closing Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

5. Closing. Unless extended by the terms of Section 3, or other provisions hereof, the closing of the sale of the Easement Area ("Closing") shall take place at the offices of the Closing Agent, Action Title Services of St. Johns County, Inc., on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

6. Prorations. Any real property taxes shall be prorated on the basis of the 2016 taxes at the highest allowable discount.

7. Seller's Representations. Seller represents to Buyer that they own fee simple title to the Easement Area and that subject any recorded mortgage or other matters of record, Seller has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

8. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) an Easement for Utilities ("Easement") substantially in the form attached as Exhibit "B";

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

9. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the Easement, documentary stamps and any other affiliated recording fees. Buyer will be responsible for recording fees for documents related to clearing the title of the property for closing. Each party shall bear the expense of its own legal counsel.

10. Survey and Legal Description. Between this date and Closing, Buyer shall have the Easement Area surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Easement Area (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 3. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

11. Condition of Easement Area and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Easement Area for the purpose of physically inspecting the Easement Area and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Easement Area's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Easement Area at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Easement Area. If Buyer determines that the Easement Area is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date.

12. Default.

(a) Default by Seller Before Closing. Before closing, if Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may then terminate this Agreement and sue for specific performance.

(b) Default by Buyer Before Closing. Before closing, if Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive reimbursement for reasonable attorney's fees expended to negotiate the terms and conditions of this Agreement as Seller's sole and exclusive remedy for any such default, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate. Seller hereby waives rights it might otherwise have to sue for damages or specific performance.

13. Replacement of Lift Station. The parties contemplate that the County will be replacing components of the lift station within one year following Closing. As part of this effort, the County commits to the following:

(a) install a below-grade stabilized driveway similar to the TuffTrack grass paver system for access purposes between Marsh Landing Parkway and the Easement Area, without encroachment into property owned by Sellers that is not part of the Easement Area.

(b) Buyer shall maintain or replace any yard drains in the Easement Area that would be affected by construction of the driveway area in (a) above.

(c) Buyer shall maintain or replace an 8 foot tall wood fence in its existing location; if replaced, it will be of the same height and have a substantially similar type and design.

(d) Buyer shall install seven to ten 7-gallon (container size) Viburnum shrubs along the side of the 8 foot tall wood fence that is between the fence and Sellers's residence.

(e) The County's obligations under this section 13 shall survive Closing, notwithstanding anything in this Agreement to the contrary.

14. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Easement.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

16. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

17. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

18. Termination of Contract. If Buyer for any reason determines that the Easement Area is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

19. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

20. Time. Time is of the essence of all provisions of this Agreement.

21. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

22. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: **Herbert W. Gray III and Robin M. Gray**  
6080 Saint Andrews Court  
Ponte Vedra Beach FL 32082

with copy to:

**Thomas O. Ingram, Esq.**  
Akerman LLP  
50 N. Laura Street, Suite 3100  
Jacksonville, FL 32202  
(904) 798-3700

Buyer: **St. Johns County, Florida**  
500 San Sebastian View  
St. Augustine, Florida 32084

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

24. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

25. Commission Dues. No brokers were used in this transaction.

26. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

27. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

28. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

29. Amendment. Notwithstanding any other provision contained in this Agreement, the County, through the County Administrator, and the Seller may agree to extend the closing date without further action of the Board of County Commissioners of St. Johns County. Similarly, the County Administrator may agree on the County's behalf with the Seller to execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

30. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.



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

WITNESSES:

\_\_\_\_\_  
 Signature Date  
 Gillian Cox 5-2-16  
 \_\_\_\_\_  
 Print  
 \_\_\_\_\_  
 Signature Date  
 Lori C. Shapiro  
 \_\_\_\_\_  
 Print

SELLER:

\_\_\_\_\_  
 Herbert W. Gray III 5/2/16  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Robin M. Gray 5/2/16  
 \_\_\_\_\_  
 Date

WITNESSES:

\_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Print  
 \_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Print

BUYER:

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

By: \_\_\_\_\_  
Michael D. Wanchick Date  
County Administrator

ATTEST: Hunter S. Conrad, Clerk

By: \_\_\_\_\_  
Deputy Clerk

Legally Sufficient:

By: \_\_\_\_\_  
Senior Assistant County Attorney Date

Exhibit "A" to Agreement

A PORTION OF LOT 8, MARSH LANDING AT SAWGRASS UNIT SIX, ACCORDING TO MAP BOOK 17, PAGES 74-77, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, MARSH LANDING AT SAWGRASS UNIT SIX, ACCORDING TO MAP BOOK 17, PAGES 74-77, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID CORNER BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF MARSH LANDING PARKWAY (A VARIABLE WIDTH RIGHT OF WAY) AND BEING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,500 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8, THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID MARSH LANDING PARKWAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $01^{\circ}59'40''$ , AN ARC LENGTH OF 52.22 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $41^{\circ}09'05''$  WEST, 52.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8, THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID MARSH LANDING PARKWAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE  $00^{\circ}56'28''$ , AN ARC LENGTH OF 24.64 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $39^{\circ}41'01''$  WEST, 24.64 FEET; THENCE NORTH  $63^{\circ}24'30'$  EAST, A DISTANCE OF 24.51 FEET; THENCE SOUTH  $26^{\circ}35'30''$  EAST, A DISTANCE OF 24.00 FEET; THENCE SOUTH  $63^{\circ}24'30'$  WEST, A DISTANCE OF 18.93 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 522 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

EXHIBIT "B" TO PURCHASE AND SALE AGREEMENT

Return to:  
Sheri Lewis  
St. Johns County, Florida  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT AGREEMENT FOR WATER AND WASTEWATER UTILITIES**

THIS EASEMENT AGREEMENT FOR WATER AND WASTEWATER UTILITIES ("Easement") executed and given this \_\_\_\_ day of \_\_\_\_\_, 2016 by **HERBERT W. GRAY III AND ROBIN M. GRAY**, with an address of 6080 Saint Andrews Court, Ponte Vedra Beach, Florida 32082, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee."

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system, & sewer force mains (the "Utility Lines") and a sewer lift station and all other equipment and appurtenances as may be necessary or convenient for the operation of the Utility Lines (the "Associated Equipment"), over and upon the real property described on Exhibit A attached hereto (the "Easement Area"). All of Grantee's rights of ingress and egress to the Easement Area are via Marsh Landing Parkway and are not across property held by Grantor that is not contained within the Easement Area. Grantee's right to install permanent improvements for access to any Associated Equipment shall consist only of the right to install a below-grade stabilized driveway constructed with a panel turf reinforcement system, planted with (and which supports continued survival of) turfgrass, and shall not have a ground surface consisting of gravel, asphalt, concrete or other similar surface unless approved in writing by Grantor, which may be approved or disapproved in its sole and absolute discretion. This easement is for Utility Lines and Associated Equipment only and does not convey any right to install other utilities such as cable television service lines.

2. This Easement is subject to covenants, restrictions, easements, liens and encumbrances of record.

3. Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

4. All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

5. The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

6. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

7. Grantee shall maintain any and all Utility Lines and Associated Equipment within the Easement Area.

8. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, together with the restoration of sod and landscaping over areas where the utilities are located underground. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

9. This Easement shall run with the land and inure to the benefit of and be binding upon Grantor, Grantee and their respective successors and assigns.

10. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Herbert W. Gray III

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robin M. Gray

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

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Herbert W. Gray III and Robin M. Gray, who are \_\_\_\_\_ personally known to me or have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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**WITNESSES:**

**ST. JOHNS COUNTY, FLORIDA**

A political subdivision of the  
State of Florida

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Michael D. Wanchick

County Administrator

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

\_\_\_\_\_  
Witness

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

**ATTEST:** Hunter S. Conrad, Clerk

**Legally Sufficient:**

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Senior Assistant County Attorney

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Michael D. Wanchick, County Administrator, who is \_\_\_\_\_ personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

EASEMENT AREA

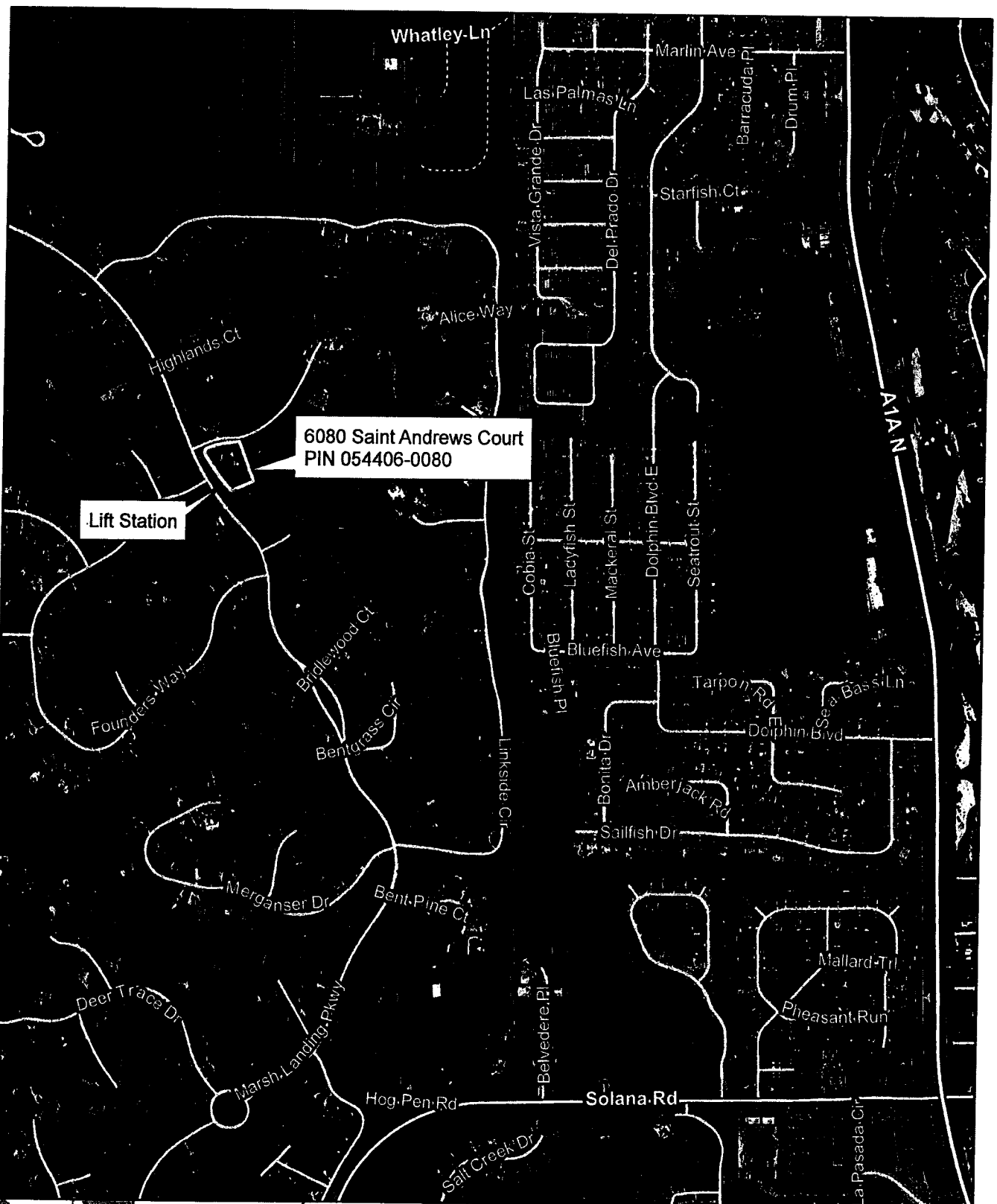
A PORTION OF LOT 8, MARSH LANDING AT SAWGRASS UNIT SIX, ACCORDING TO MAP BOOK 17, PAGES 74-77, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, MARSH LANDING AT SAWGRASS UNIT SIX, ACCORDING TO MAP BOOK 17, PAGES 74-77, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID CORNER BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF MARSH LANDING PARKWAY (A VARIABLE WIDTH RIGHT OF WAY) AND BEING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,500 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8, THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID MARSH LANDING PARKWAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $01^{\circ}59'40''$ , AN ARC LENGTH OF 52.22 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $41^{\circ}09'05''$  WEST, 52.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8, THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID MARSH LANDING PARKWAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE  $00^{\circ}56'28''$ , AN ARC LENGTH OF 24.64 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $39^{\circ}41'01''$  WEST, 24.64 FEET; THENCE NORTH  $63^{\circ}24'30'$  EAST, A DISTANCE OF 24.51 FEET; THENCE SOUTH  $26^{\circ}35'30''$  EAST, A DISTANCE OF 24.00 FEET; THENCE SOUTH  $63^{\circ}24'30'$  WEST, A DISTANCE OF 18.93 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 522 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS AND ALL OTHER MATTERS OF RECORD.



6080 Saint Andrews Court  
PIN 054406-0080

Lift Station



2013 Aerial Imagery  
0 250 500  
Feet  
May 10, 2016

Easement Agreement for  
Water and Wastewater Utilities

6080 Saint Andrews Court

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0764

**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 herein.

