

RESOLUTION 2020 - 199

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR TO EXECUTE AND AGREEMENT WITH FLORIDA COMMUNITIES TRUST, ACCEPTING TITLE TO AND MANAGEMENT OF THE CORA HARRISON PRESERVE AS A RESULT OF THE DISSOLUTION OF THE TOWN OF HASTINGS.**

**RECITALS**

**WHEREAS**, Chapter 380, Part III, F.S., the Florida Communities Trust Act (Act), creates the Florida Communities Trust ("FCT"), a non-regulatory agency within the Florida Department of Environmental Protection, to assist local governments in conserving natural resources, resolving land use conflicts, and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to carry out projects and activities authorized by the Act; and

**WHEREAS**, on May 18, 2011 and January 24, 2012, the Town of Hastings (Town) acquired a number of parcels collectively known as the "Cora C. Harrison Preserve" (Preserve), with financial assistance from FCT; and

**WHEREAS**, as required by Section 380.510(3), F.S., the Declaration of Restrictive Covenants (Declaration) executed and recorded by the Town included a provision requiring FCT approval of any transfer of the Preserve; and

**WHEREAS**, the Declaration and also mandated that the Preserve would revert to the Board of Trustees of the Internal Improvement Trust Fund if the Town of Hastings dissolved absent an agreement between FCT and another other eligible agency that would consent to accepting title and management of the Preserve; and

**WHEREAS**, on March 1, 2018, the Town dissolved without FCT approval and quit-claimed the Preserve to St. Johns County (County); and

**WHEREAS**, FCT and the County seeks to enter into an agreement providing for the County to assume title to and management of the Preserve.

**NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida that:**

**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 accepts the terms, provisions, and conditions of the agreement with FCT described herein providing for the County to assume title to and management of the Preserve.

**Section 3.** The Board of County Commissioners hereby authorizes the Chair to execute an agreement in substantially the same form and format as attached hereto on behalf of the County. The Board further authorizes the County Administrator, or designee, execute on behalf of the County any other supplemental documentation providing for the County's assumption of title to and management of the Preserve.

**Section 4.** To the extent that there is are any typographical, administrative, or scrivener's errors contained herein that do change the tone or tenor of this Resolution, then such errors may be corrected with no further action required by the Board.

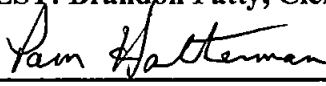
**PASSED AND ADOPTED,** this 2nd day of June, 2020.

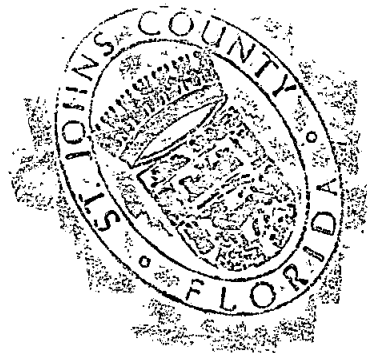
**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

  
\_\_\_\_\_  
Jeb S. Smith, Chair

**RENDITION DATE** 6/4/20

**ATTEST:** Brandon Patty, Clerk of Courts

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



AGREEMENT NUMBER: 08-CT-01-08-F8-A1-044  
FCT PROJECT NUMBER: 08-044-FF8  
PROJECT NAME: CORA C. HARRISON PRESERVE  
CSFA NUMBER: 37.078

### **GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (“Agreement”) is entered into by and between the FLORIDA COMMUNITIES TRUST (“FCT”), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection (“Department”), and ST. JOHNS COUNTY, a Florida local government (“Recipient”). All capitalized terms are used as they are defined in Rules 62-818 and 62-819, F.A.C.

#### **THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:**

**WHEREAS**, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act (“Project Sites”). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes (“F.S.”).

**WHEREAS**, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates the Florida Communities Trust (“FCT”), a non-regulatory agency within the Department, to assist local governments in conserving natural resources, resolving land use conflicts, and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act.

**WHEREAS**, on May 18, 2011 and January 24, 2012, the TOWN OF HASTINGS acquired, with assistance from FCT, the Cora C. Harrison Preserve through Project Number 08-004-FF8 (DEP Agreement Number 08-CT-01-08-F8-A1-044).

**WHEREAS**, as required by Section 380.510(3), the Declaration of Restrictive Covenants executed and recorded by the Town of Hastings included a provision requiring FCT approval of any transfer of the Project Site and also mandated that the Project Site would revert to the Board of Trustees of the Internal Improvement Trust Fund if the Town of Hastings dissolved unless FCT entered an agreement with another local government or other eligible agency who would agree to accept title and manage the Project Site.

**WHEREAS**, on March 1, 2018, the TOWN OF HASTINGS dissolved and, without FCT approval, quit-claimed the FCT parcels known as Cora C. Harrison Preserve to St. Johns County as recorded in O.R. Book 4509, Page 802 of the Official Public Records of St. Johns County.

**WHEREAS**, St. Johns County has agreed to assume title and management of the Cora C. Harrison Preserve parcels as result of the dissolution of the Town of Hastings.

**WHEREAS**, the purpose of this Agreement is to set forth the conditions that must be satisfied by St. Johns County (“the Recipient”), specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

**NOW THEREFORE**, FCT and St. Johns County mutually agree as follows:

**I. PERIOD OF AGREEMENT**

1. This Agreement will begin upon execution by both Parties and will remain in effect unless the Agreement is released by FCT pursuant to the terms of the Agreement, the Dedication and Declaration of Restrictive Covenants, and the rules and statutes governing the program.

**II. MODIFICATION OF AGREEMENT**

Either Party may request modifications of the provisions of this Agreement at any time. Changes that are mutually agreed upon are valid only when reduced to writing and signed by each of the Parties. Signed amendments are incorporated into this Agreement.

**III. NOTICE AND CONTACT**

1. All notices between the Parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. The Parties will consider that a Notice is delivered when the delivery date is reflected in an electronic mail read receipt, a courier service delivery receipt, or other mail service delivery receipt.

2. All correspondence from the Recipient to the FCT should be directed to:

Florida Communities Trust  
3900 Commonwealth Boulevard, MS#115  
Tallahassee, FL 32399  
(850) 245-2501  
floridacommunitiestrust@floridadep.gov

All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rules 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

**Name: Jeremy Cooper**  
**Organization: St. Johns County**  
**Title: Land Resource Coordinator**  
**Address: 4040 Lewis Speedway**  
**St. Augustine, Florida 32084**  
**E-mail: [jicooper@sjcfl.us](mailto:jicooper@sjcfl.us)**

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient's agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, and the Dedication and Declaration of Restrictive Covenants.

**Name: Hunter S. Conrad**  
**Organization: St. Johns County**  
**Title: County Administrator**  
**Address: 500 San Sebastian View**  
**St. Augustine, Florida 32084**  
**E-mail: [hconrad@sjcfl.us](mailto:hconrad@sjcfl.us)**

4. If the Recipient has designated different representatives or addresses for **NOTICE AND CONTACT**, after execution of this Agreement, notice of the changes must be sent to FCT as provided in **NOTICE AND CONTACT**, paragraph III.1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-6000825**.

#### **IV. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT**

1. The Recipient must submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C., and addresses the criteria and conditions set forth in Articles IV, V, VI, VII, and VIII herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

- a. An introduction containing the Project name, location, and other background information.
- b. The Recipient's purpose for acquiring the Project Site and a prioritized list of management objectives.
- c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A description of all proposed uses including existing and proposed physical improvements.
- e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources.
- h. A description of proposed educational displays and programs the Recipient will offer, if applicable.
- i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.
- j. A schedule for implementing the development and management activities of the Management Plan.
- k. Cost estimates and funding sources to implement the Management Plan.
- l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.

3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed management agreement between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one local government, FCT may require the Recipient to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to

take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Dedication and Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient will, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

6. As required by Rule 62-818.013, F.A.C. the Recipient must prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipient must submit the report annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.

7. The FCT is required to report annually on revenue earned on project sites acquired with FCT grant funds. In order to meet this requirement, by July 31 each year, the Recipient must provide an annual report of revenue earned in the previous State Fiscal Year, July 1 through June 30.

#### **V. SPECIAL MANAGEMENT CONDITIONS**

The Management Plan for the project site is mentioned throughout this Agreement and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 62-818.009, F.A.C.:

1. The future land use and zoning designations of the project site must be changed to conservation, outdoor recreation, open space, or another similar category.
2. The Recipient will maintain a permanent recognition sign, at a minimum size of 3' x 4', at the entrance area of the project site. The sign will acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.
3. The Recipient will provide recreational facilities, including a picnic pavilion, boardwalk, and wildlife observation platform. The Recipient will develop the facilities in a manner that allows

the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

4. The Recipient will locate and design any parking facility to have minimal impact on natural resources. The parking area must incorporate pervious materials wherever feasible.

5. The Recipient will install Bike racks and a bike repair stand to provide an alternative to automobile transportation to the project site.

6. The Recipient will provide sidewalk access that links the project site with adjacent residential neighborhoods.

7. The Recipient will provide interpretive signage on the project site to educate visitors about the natural environment of the project site.

8. The Recipient will provide at least six regularly-scheduled educational classes or programs at the project site per year. These programs must promote the protection of environmental resources.

9. The Recipient will preserve the natural communities that occur on the project site and appropriately manage the site to ensure the long-term viability of these communities.

10. The Recipient will manage the project site to protect and enhance the listed and non-listed native wildlife species and their habitat. The Recipient will conduct periodic surveys of listed species using the project site.

11. The Recipient must implement an ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species at the project site. The objective of the control program will be the elimination of invasive exotic plant species and the maintenance of diverse native vegetation. The Recipient must use the Exotic Pest Plant Council's List of Florida's Most Invasive Species to identify invasive exotics on the project site.

12. The Recipient will develop and implement a feral animal control program for the project site.

13. The quality of surface waters will be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The Recipient will coordinate the development of the stormwater facilities with the St. Johns River Water Management District.

14. Before starting any proposed development activities, the Recipient will determine the presence of any archaeological sites. The Recipient will coordinate all planned activities involving known archaeological sites or potential site areas with the Division of Historical Resources in order to prevent the disturbance of these sites. The Recipient will provide information on significant



historical and archaeological sites to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

15. The Recipient will provide a walking trail of at least ¼ mile on the project site.
16. The Recipient will coordinate the development and management of the project site with the agencies managing the St. Augustine to Lake Butler Trail, to ensure the project site is managed as part of a linked land-based trail system.

#### **VI. DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.**

1. Each parcel in the Project Site must be dedicated in perpetuity as an outdoor recreation site and is subject to a Dedication and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution; and any provision of the Internal Revenue Code or the regulations promulgated thereunder *The Dedication and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon failure to comply with any of the covenants and restrictions, as further described below.*

2. The Dedication and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Dedication and Declaration of Restrictive Covenants must be executed by FCT and the Recipient must be recorded by the Recipient in the county(s) where the Project Site is located.

3. If the Recipient violates any essential term or condition of the Dedication and Declaration of Restrictive Covenants, or if those terms are by some third party with the knowledge of the Recipient, the Department will notify the Recipient of the violation by written notice through personal delivery, registered mail, or registered expedited service. The Recipient will undertake to cure the violation and complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient must submit a written request to FCT for an extension. The request must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT's position that all violations must be cured within one hundred twenty (120) days of the Recipient's notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time-frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site will be automatically conveyed to the Board of Trustees of the Internal Improvement Trust Fund. After reversion, FCT will treat the reverted property in accordance with Section 380.508(4), F.S.

**VII. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING**

1. The interest acquired by the Recipient in the Project Site may not serve as security for any debt of the Recipient.
2. If the existence of the Recipient terminates for any reason, title to the Project Site will be automatically conveyed to the Board of Trustees of the Internal Improvement Trust Fund.
3. FCT staff or its duly authorized representatives have the right to inspect the Project Site and its operation at any time.

**VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS**

1. FCT is required by Section 380.510, F.S. to impose conditions for funding on the Recipient to ensure that the Project complies with all legal requirements.
2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site if they have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed on a temporary basis with FCT written approval up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:
  - a. The Recipient's sale or lease of any interest in the Project Site to a non-governmental person or organization.
  - b. A contract allowing a non-governmental entity to operate any concession on the Project Site.
  - c. An option or sales contract between the Recipient and a non-governmental entity that would allow the non-governmental entity to buy or sell things severed from the Project Site.
  - d. Any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the public.
  - e. A management contract for the Project Site between the Recipient and a non-governmental person or organization.
  - f. Other activity that may FCT may specify from time to time in writing to the Recipient.

- g. Any activities that potentially violate the Internal Revenue Service's Private Activity regulations.

3. If the Project Site, after its acquisition by the Recipient, is to remain subject to any of the disallowable activities, **the Recipient must provide notice to FCT, as provided for in paragraph III.1., at least sixty (60) calendar days** in advance of any such transactions, events, or circumstances. The Recipient will provide FCT with any information that FCT reasonably requests to allow FCT to evaluate whether the activity will cause adverse tax consequences and should therefore be limited or eliminated.

4. If the FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT will have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

#### **IX. RECORDKEEPING; AUDIT REQUIREMENTS**

1. The Recipient will maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.). The Department, the State or their authorized representatives will have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient will require each subcontractor to maintain and allow access to such records for audit purposes.

- a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that any subcontracts issued under this Grant impose this written requirement on its subcontractors.

#### **X. DEFAULT; REMEDIES; TERMINATION**

1. If any Defaults occur, as described below, FCT may exercise any of the remedies set forth herein.
2. The following constitute a Default:

- a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT, or in any document provided to FCT is false or misleading in any respect.
- b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or
- c. If any material adverse change in the Recipient's financial condition occurs during the term of this Agreement and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or
- d. If the Recipient fails to timely submit any reports or documents required by this Agreement or if the Recipient submits those reports with incorrect, incomplete, or insufficient information; or
- e. If the Recipient fails to perform any of its obligations under this Agreement in a timely fashion; or
- f. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan; or
- g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies does not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Agreement.
- b. Commence an appropriate legal or equitable action against the Recipient to enforce performance of this Agreement.
- c. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that FCT may take more serious measures if the situation is not corrected.
- d. Exercise any other rights or remedies that are otherwise available under law, including those described in paragraph VI.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. The Recipient may request termination of this Agreement by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination will be provided to FCT in a manner described in paragraph III.1. Termination of the Agreement will result in the Project Site reverting to the Board of Trustees of the Internal Improvement Trust Fund unless the FCT negotiates an Agreement with another eligible entity to manage the site.

#### **XI. PUBLIC RECORDS ACCESS:**

1. Recipient is required to comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipient will keep and maintain public records required by the Department to perform the services under this Agreement.
2. This Agreement may be unilaterally canceled by the Department if the Recipient refuses to either provide to the Department upon request, or to allow the Department to inspect and copy, all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.
3. If Recipient meets the definition of "Contractor" found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. Pursuant to Section 119.0701, F.S., any public request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department will immediately notify the Recipient of the request, and the Recipient will provide the records to the Department or allow the Department to inspect or copy the records within a reasonable time. If Recipient fails to provide the public records to the Department within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.

- ii. Upon request from the Department's custodian of public records, Recipient will provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- iii. Recipient will identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed to the public except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.
- iv. Recipient may transfer, at no cost to Department, all public records in possession of Recipient or keep and maintain public records required by the Department. If the Recipient transfers all public records to the Department the Recipient may destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient must meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

**D. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

## **XII. LEGAL AUTHORIZATION**

The Recipient certifies with respect to this Agreement that its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement. The

Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

### **XIII. STANDARD CONDITIONS**

1. This Agreement will be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision will be deemed null and void to the extent of such conflict and will be severable but will not invalidate any other provision of this Agreement.

2. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

3. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

4. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Recipient is responsible for including this provision in all subcontracts with private organizations issued pursuant to this Agreement.

5. The Recipient will comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.

6. The Recipient will require any subcontractors under this Contract to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract issued pursuant to this Contract.

7. To the extent required by law, the Recipient will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Recipient will require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient will provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

- a. Recipient's chief financial officer ("CFO") must provide self-insurance documentation to FCT prior to execution of this Agreement and upon any subsequent changes relating to the terms or insurance carrier.

8. The Recipient, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department will have no liability except as specifically provided in this Agreement.

9. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature page were an original.

10. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement will only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.



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

RECIPIENT: ST. JOHNS COUNTY,  
a Florida local government

FLORIDA COMMUNITIES TRUST,  
STATE OF FLORIDA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

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

By: \_\_\_\_\_  
Secretary or designee

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality:

Approved as to Form and Legality:

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This instrument was prepared by:  
Lois E. La Seur, Esquire  
Florida Communities Trust  
Department of Environmental Protection  
3900 Commonwealth Boulevard, MS #115  
Tallahassee, Florida 32399

**FLORIDA COMMUNITIES TRUST**

Project Number: 08-044-FF8

Agreement Number: 08-CT-01-08-F8-A1-044

Project Name: CORA C. HARRISON PRESERVE

Project Location Address: 8988 West Church Street; 9040 State Road 207; 88989 West Church Street; 9001 State Road 207; and S Dancy Avenue, Hastings, Florida

Parcel ID(s): 046500 0000; 046505 0000; 045790 0000; 045795 0000; 046490 0120

**DEDICATION TO PUBLIC USE**  
**And**  
**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS** ("DDRC") is between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a non-regulatory agency and instrumentality within the State of Florida Department of Environmental Protection ("Department"), and the **ST. JOHNS COUNTY** ("Recipient"), a Florida local government.

**THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:**

**WHEREAS**, this DDRC is to impose terms and conditions to implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes ("F.S.");

**WHEREAS**, Chapter 380, Part III, F.S., (the "Florida Communities Trust Act"), creates FCT, a non-regulatory agency within the Department, to assist local governments to implement the conservation, recreation and open space, and coastal elements of their comprehensive plans, conserve natural resources, and resolve land use conflicts. The FCT is empowered to provide financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

**WHEREAS**, FCT is funded through the Florida Legislature to provide land acquisition grants for community-based conservation and recreation projects, urban open spaces, parks, and greenways;

**WHEREAS**, FCT has approved the terms under which the Recipient acquired the land described in Exhibit "A" ("Project Site") and has approved a grant supporting that acquisition. Consequently, the Project Site is subject to the restrictions set by the Florida Communities Trust Act and by Rule 62-818.009(1), Florida Administrative Code ("F.A.C.");

**WHEREAS**, this DDRC provides covenants and restrictions sufficient to ensure that the use of the Project Site complies with Section 9, Article XII and Section 28, Article X of the Florida State Constitution and Section 375.051, F.S., and it contains clauses providing that title to the Project Site will be conveyed to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site for the required purposes; and

**WHEREAS**, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions that are imposed on the Project Site subsequent to FCT disbursing Florida Forever funds to the Recipient.

**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 the Recipient agree as follows:

**I. PERIOD AND APPLICABILITY OF DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS**

Pursuant to the requirements of Section 380.510(3)(d), F.S., the Project Site (as more fully described in Exhibit A) is hereby dedicated in perpetuity to the use of the general public for conservation, outdoor recreation, and related activities. If the Recipient uses the property for other than conservation or recreation or allows a third party to do so, title to the property shall immediately vest in the Board of Trustees of the Internal Improvement Trust Fund.

This DDRC begins upon execution by both Parties. The covenants and restrictions contained herein will run with the Project Site and will bind FCT and the Recipient and their respective successors and assigns.

**II. MODIFICATION OF DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS**

Either Party may request modification of the provisions of this DDRC at any time. FCT will review any changes requested by the Recipient to ensure that the requested changes will not violate the statutes, rules, or other regulations governing the FCT program. Changes that are mutually agreed upon will be valid only when reduced to writing, signed by the Parties, and recorded in the public record.

**III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS**

Upon execution by the Parties hereto, the Recipient will cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of **Alachua County, Florida**, within thirty (30) days of execution and in such manner and in such other places as FCT may reasonably request. The Recipient will pay all fees and charges incurred in connection therewith.

#### **IV. NOTICE AND CONTACT**

All notices provided pursuant to this Declaration will be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. The Department will consider that the notice is received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust  
Department of Environmental Protection  
3900 Commonwealth Boulevard, MS# 115  
Tallahassee, Florida 32399-3000  
[FloridaCommunitiesTrust@floridadep.gov](mailto:FloridaCommunitiesTrust@floridadep.gov)

Recipient: Jeremy Cooper  
St. Johns County  
Land Resource Coordinator  
4040 Lewis Speedway  
St. Augustine, Florida 32084  
[jicooper@sjcfl.us](mailto:jicooper@sjcfl.us)

If the Recipient's address or representative changes after execution of this DDRRC, the Recipient must notify FCT of the change as provided above.

#### **V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, F.S.**

1. If Recipient seeks to transfer title to the Project Site, FCT must pre-approve the transfer. FCT will enter into a new DDRRC with the transferee to ensure the Project Site remains dedicated to conservation, outdoor recreation, and related activities, and to protect the interest of the State of Florida.

2. The Recipient cannot use the interest acquired by the Recipient in the Project Site as security for any of Recipient's debt.

3. If the Recipient fails to remedy a violation of any essential term or condition of this DDRRC, or if the existence of the Recipient terminates for any reason, title to all interest in the Project Site acquired with state funds will automatically vest in the Trustees unless FCT negotiates an agreement with another local government or nonprofit environmental organization that agrees to accept title to and manage the Project Site.

4. If the Project Site is damaged or destroyed the Recipient will deposit any insurance proceeds with FCT. The Recipient must rebuild, replace, repair, or restore the Project Site consistent with this DDRRC and the terms of the original grant. FCT will make the insurance proceeds available to the Recipient to provide funds for restoration work. If the Recipient fails to complete the rebuilding, repair, replacement, or restoration of the Project Site after notice from FCT, FCT has the right, in addition to any other remedies at law or in equity, to use those proceeds to repair, restore, rebuild, or replace the Project Site to prevent the occurrence of a default.

5. If title to the Project Site, or any part thereof, is taken by a governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient must deposit the condemnation award with FCT. The Recipient must rebuild, replace, repair, or restore the Project Site consistent with this DDRC and the terms of the original grant. FCT will make the condemnation award available to the Recipient to provide funds for restoration work. If the Recipient fails to complete the rebuilding, repair, replacement, or restoration of the Project Site after notice from FCT, FCT has the right, in addition to any other remedies at law or in equity, to use those proceeds to repair, restore, rebuild, or replace the Project Site to prevent the occurrence of a default.

6. FCT has the right to seek specific performance of any of the covenants and restrictions of this DDRC concerning the construction and operation of the Project Site.

## **VI. MANAGEMENT OF PROJECT SITE**

1. The Project Site must be managed only for the conservation, protection, and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT, which is hereby incorporated by reference. A copy of the Management Plan can be obtained by contacting FCT per Section IV.

2. The Recipient will ensure that the future land use designation assigned to the Project Site is a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the Recipient will propose the amendment at the next available comprehensive plan amendment cycle. The Recipient will provide FCT with documentation of the change.

3. The Recipient will ensure that all activities under this DDRC comply with all applicable local, state, regional, and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction.

4. The Recipient will prevent the unauthorized use of the Project Site or any use that does not comply with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives have the right to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements, and signs not authorized by the approved Management Plan will require the prior written approval of FCT. Major land alterations not authorized by the approved Management Plan will require the written approval of FCT. FCT will approve the proposed changes if the proposed structures, buildings, improvements, signs, vegetation removal, or land alterations will not adversely impact the natural resources of the Project Site.

7. If archaeological and historic sites are located on the Project Site, the Recipient must comply with Chapter 267, F.S. The collection of artifacts from the Project Site or the

disturbance of archaeological and historic sites on the Project Site are prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 62-818.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient will submit to FCT an annual stewardship report documenting the Recipient's progress in implementing the Management Plan. The initial stewardship report will document any necessary change to the future land use designation for the site. Once the Project Site is fully developed as outlined in the approved Management Plan, the Recipient may request transition to five-year stewardship report reviews pursuant to Rule 62-818.013, F.A.C. In addition to the annual stewardship report, the Recipient must report any revenue generated on the Project Site by July 31<sup>st</sup> of each year. The Recipient will report revenue on a form approved by FCT staff.

## **VII. SPECIAL MANAGEMENT CONDITIONS**

The Management Plan for the Project Site is mentioned throughout the Grant Award Agreement and this DDRC, and is particularly described in Section VI. above. In addition to the various conditions already described in the Grant Award Agreement and this DDRC, the Management Plan requires the following conditions that are specific to the Project Site:

1. The future land use and zoning designations of the project site must be changed to conservation, outdoor recreation, open space, or another similar category.

2. The Recipient will maintain a permanent recognition sign, at a minimum size of 3' x 4', at the entrance area of the project site. The sign will acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.

3. The Recipient will provide recreational facilities, including a picnic pavilion, boardwalk, and wildlife observation platform. The Recipient will develop the facilities in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

4. The Recipient will locate and design any parking facility to have minimal impact on natural resources. The parking area must incorporate pervious materials wherever feasible.

5. The Recipient will install Bike racks and a bike repair stand to provide an alternative to automobile transportation to the project site.

6. The Recipient will provide sidewalk access that links the project site with adjacent residential neighborhoods.

7. The Recipient will provide interpretive signage on the project site to educate visitors about the natural environment of the project site.

8. The Recipient will provide at least six regularly-scheduled educational classes or programs at the project site per year. These programs must promote the protection of environmental resources.

9. The Recipient will preserve the natural communities that occur on the project site and appropriately manage the site to ensure the long-term viability of these communities.

10. The Recipient will manage the project site to protect and enhance the listed and non-listed native wildlife species and their habitat. The Recipient will conduct periodic surveys of listed species using the project site.

11. The Recipient must implement an ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species at the project site. The objective of the control program will be the elimination of invasive exotic plant species and the maintenance of diverse native vegetation. The Recipient must use the Exotic Pest Plant Council's List of Florida's Most Invasive Species to identify invasive exotics on the project site.

12. The Recipient will develop and implement a feral animal control program for the project site.

13. The quality of surface waters will be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The Recipient will coordinate the development of the stormwater facilities with the St. Johns River Water Management District.

14. Before starting any proposed development activities, the Recipient will determine the presence of any archaeological sites. The Recipient will coordinate all planned activities involving known archaeological sites or potential site areas with the Division of Historical Resources in order to prevent the disturbance of these sites. The Recipient will provide information on significant historical and archaeological sites to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

15. The Recipient will provide a walking trail of at least ¼ mile on the project site.

16. The Recipient will coordinate the development and management of the project site with the agencies managing the St. Augustine to Lake Butler Trail, to ensure the project site is managed as part of a linked land-based trail system.

## **VIII. COVENANTS RELATING TO USE OF THE PROPERTY**

1. FCT is authorized by Section 380.510, F.S., to impose conditions for funding on the Recipient to ensure that the Project complies with the requirements for the use of Florida Forever funds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on certain guidelines established by the Florida Communities Trust.

a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;

- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from the use expected at the date of the issuance of any series of Bonds contributing to the funding of the Project;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as specified from time to time in writing by FCT to the Recipient; or

3. If the Project Site, after its acquisition by the Recipient, is to remain subject to any of the disallowable activities, the Recipient will provide notice to FCT, as provided for in paragraph IV.1. above, at least sixty (60) calendar days in advance of any such transactions, events, or circumstances, and will provide FCT such information as FCT reasonably requests in order to evaluate the consequences of such disallowable activities.

4. If FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

## **IX. DEFAULT; REMEDIES; TERMINATION**

1. If the Recipient (or some third party with the knowledge of the Recipient) violates any essential term or condition of this DDRC, FCT will notify the Recipient of the violation by written notice given by personal delivery, registered mail, or registered expedited service. The Recipient will immediately act to cure the violation and must complete the cure within thirty (30) days after receiving notice of the violation. If the situation cannot reasonably be cured within thirty (30) days, the Recipient will submit a timely written request to the FCT Program Manager for additional time. The request must include the current status of the violation, the reasons for the delay, and a time frame for completing the cure. FCT will approve or deny the request, in writing, within thirty (30) days of receiving the request. Any violation must be resolved within one hundred twenty (120) days of the Recipient's receiving notice of the violation unless the Recipient can demonstrate extenuating circumstances to justify a greater extension of time. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the



Project Site will vest in the Trustees as described in Section V, paragraph (3). FCT will treat such property in accordance with Section 380.508(4)(e), F.S.

**X. STANDARD CONDITIONS**

1. This DDRC shall will be construed under the laws of the State of Florida, and venue for any actions arising out of this DDRC shall will lie in Leon County. If any provision of this DDRC conflicts with any applicable statute or rule, or is otherwise unenforceable, that provision will be deemed null and void to the extent of the conflict and will be severable, but will not invalidate any other provision of this DDRC.

2. If FCT waives a right or remedy granted by this DDRC or fails to insist on strict performance of any term of this DDRC, those actions will not act as a waiver of any of FCT's rights or remedies nor will it affect the subsequent exercise of the same right or remedy by FCT for any subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the area of public accommodations and State and local government services.

4. This DDRC may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature page were an original.

5. Any alterations, variations, changes, modifications or waivers of provisions of this DDRC will only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and recorded in the public record.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

**ST. JOHNS  
CLERK OF THE CIRCUIT COURT**

**ST. JOHNS COUNTY**  
a Florida Local Government

By: \_\_\_\_\_  
**DEPUTY CLERK**

By: \_\_\_\_\_  
**COUNTY ADMINISTRATOR**

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

Witnesses:

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

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

FLORIDA COMMUNITIES TRUST

By: \_\_\_\_\_  
Secretary or Designee

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality:

By: \_\_\_\_\_  
Trust Counsel

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

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, Secretary or Designee, Florida Communities Trust. He/She is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

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

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### Parcel:

A parcel of land being a part of Lot 12 of the J.M. Dancy Subdivision as recorded in Map Book 2, page 80 of the Public Records of St. Johns County and situated in Southeast  $\frac{1}{4}$  of Section 18, Township 99 South, Range 28 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Commence at the Southeast corner of said Section 18; thence North 89 degrees 59'38" West, along the south line of said Section 18, a distance of 1334.52 feet to the West Right of Way Line of a County Road known as South Dancy Avenue; thence North 00 degrees 38'07" West along said West Right of Way Line, a distance of 624.12 feet to the South Right of Way Line Hastings Drainage District Canal No. 24; thence South 89 degrees 33'18" West, along said South Right of Way Line, a distance of 1058.89 feet to the Point of Beginning for the herein described parcel; thence South 00 degrees 07'49" West, a distance of 438.19 feet to the northeasterly Right of Way Line of Hastings Drainage District Canal No. 18-A; thence North 54 degrees 03'57" West, along said northeasterly Right of Way of a Hastings Drainage District Canal, a distance of 332.91 feet; thence North 00 degrees 07'49" East, along the west line of said Lot 12, a distance of 240.72 feet; thence North 89 degrees 33'18" East, along said South Right of Way Line of Hastings Drainage District Canal No. 24 a distance of 270.01 feet to the POINT OF BEGINNING.

### Parcel 2:

A parcel of land situated in the Southeast Quarter of Section 18, Township 9 South, Range 28 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Commence at the Southeast corner of said Section 18; thence North 89 degrees 56'27" West, along the south line of said Section 18, a distance of 1334.52 feet to the West Right of Way Line of a County Road known as South Dancy Avenue; thence North 00 degrees 38'07" West, along said West Right of Way Line, a distance of 1252.96 feet to the South Right of Way Line of State Road No. 207; thence South 89 degrees 39'23" West, along said South Right of Way Line, a distance of 414.35 feet; thence continuing along said South Right of Way Line, South 82 degrees 55'18" West, a distance of 273.08 feet; thence continuing along said South Right of Way Line, South 89 degrees 39'23" West, a distance of 350.49 feet to the POINT OF BEGINNING for the herein described Parcel; thence South 00 degrees 07'49" West along the West Line of Lot 6 of J.M. Dancys Subdivision as recorded in Map Book 2, page 80 of the Public Records of said County, and its southerly extension thereof, a distance of 548.67 feet to the North Right of Way Line of Hastings Drainage District Cancel No. 24; thence South 89 degrees 33'18" West, along said North Right of Way Line, a distance of 285.01 feet; thence North 00 degrees 07'49" East, a distance of 549.18 feet to said South Right of Way Line of State Road No. 207; thence North 89 degrees 39'23" East a distance of 285.01 feet to the POINT OF BEGINNING.

**Exhibit A  
(Continued)**

**And**

Lots 3 and 4 of Block 44 of Town of Hastings, more particularly described as NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  and SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  South of F.E.C. Rwy. Section 18, Township 9 South, Range 28 East  
(Ex Part of Lot 4 in Deed Book 180 at Page 343, RW RD #207).