

RESOLUTION NO. 2021- 161

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF TWO PURCHASE AND SALE AGREEMENTS FOR THE ACQUISITION OF EASEMENTS REQUIRED FOR THE PORPOISE POINT DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENTS ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the owners of certain property located on Porpoise Point Drive have executed and presented to St. Johns County Purchase and Sale Agreements, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, for the purchase of easements across their property; and

WHEREAS, the easements are required for the proposed drainage improvements within the Porpoise Point Subdivision; and

WHEREAS, it is in the best interest of the County to acquire the easements for the health, safety and welfare of the citizens of St. Johns County.

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

Section 1. The above Recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Purchase and Sale Agreements and authorizes the County Administrator, or designee the execute the Agreements on behalf of the County and move forward to close the transactions.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreements in the office of the Clerk of the Circuit Court.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
Florida, this 20th day of April, 2021.

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

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit & Comptroller

By: Ivonne King
Deputy Clerk



RENDITION DATE APR 22 2021

**PURCHASE AND SALE AGREEMENT FOR
GRANT OF EASEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2021, 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 **DONNA E. WILLIAMS** ("Seller"), whose address is 111 Porpoise Point Drive, St. Augustine, Florida 32084.

WITNESSETH:

WHEREAS, the County is desirous of purchasing an Easement and Temporary Construction Easement over the Seller's property described on attached EXHIBIT "A", incorporated by reference and made a part hereof, upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire an Easement over for drainage purposes.

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") for the Easement and Temporary Construction Easement is Fifty Thousand and 00/100 Dollars (**\$50,000.00**). The Purchase Price shall be in cash or other immediately available funds.

3. Closing. Unless extended by the terms of Section 24, or other provisions hereof, the closing of the sale of the Easement Area ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, or at a title company, on or before ninety (90) days from the date of this Agreement ("Closing Date"), **TIME BEING OF THE ESSENCE**.

4. Seller's Representations. Seller represents to Buyer that she owns fee simple title to the Easement Area and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

5. 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 a Grant of Easement.

(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.

6. Closing Expenses. Buyer shall pay the cost of recording the, including documentary stamps, and Seller will pay any taxes due. Each party shall bear the expense of its own legal counsel.

7. Condition of Property 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 I Environmental Study, Real Estate Appraisal, and Engineering analysis and Permitting 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 Property 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.

8. Default.

(a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may terminate this Agreement.

(b) Default by Buyer. 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 the Deposit, if there is one, as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

9. 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.

10. 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.

11. 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.

12. 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.

13. Termination of Contract. If Buyer for any reason determines that the Property 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.

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

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

16. 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.

17. 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.

Buyer: St. Johns County, Florida, a political subdivision
of the State of Florida
500 San Sebastian View
St. Augustine, Florida 32084

Seller: Donna E. Williams
111 Porpoise Point
St. Augustine, Florida 32084

18. 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.

19. 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.

20. Commission Dues. There are not any real estate commissions due as a result of this transaction.

21. 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.

22. 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.

23. 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.)

24. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may 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 the 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.

25. 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:

Laurie Ford 3-29-21
Signature Date

Laurie Ford
Print Name

Jessica Getchius 3-29-21
Signature Date

Jessica Getchius
Print Name

SELLER:

Donna E. Williams 3/29/21
Donna E. Williams Date

BUYER:
WITNESSES:

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

Signature Date

By: _____
Hunter S. Conrad Date

Print

County Administrator

Signature Date

Print

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

EXHIBIT "A"

The Southerly 10 feet of Lot 4, Block 2, Porpoise Point, according to the map thereof recorded in Map Book 15 pages 1 through 9, inclusive, of the public records of St. Johns County, Florida. (Easement)

Also

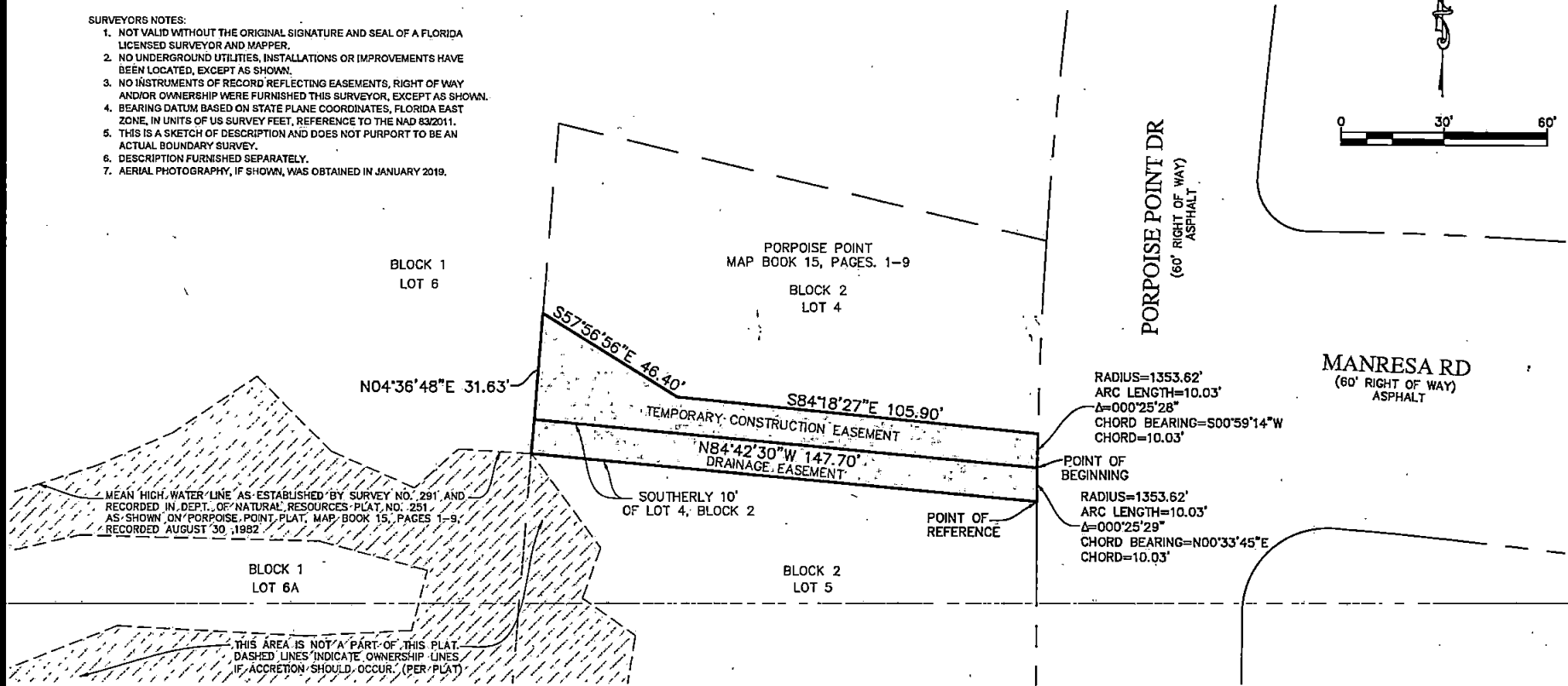
A PART OF LOT 4, BLOCK 2, AS SHOWN ON PLAT OF PORPOISE POINT AS RECORDED IN MAP BOOK 15, PAGES 1 THROUGH 9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 4, SAID POINT IS ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1353.62 FEET; THENCE NORTHEASTERY, ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY RIGHT OF WAY OF PORPOISE POINT DRIVE AS NOW ESTABLISHED AN ARC DISTANCE OF 10.03 FEET, TO THE POINT OF BEGINNING; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°33'45" EAST AND A CHORD DISTANCE OF 10.03 FEET; THENCE NORTH 84°42'30" WEST, ALONG A LINE THAT IS NORTHERLY OF, PARALLEL WITH, AND 10 FEET PERPENDICULAR TO THE SOUTH LOT LINE OF AFOREMENTIONED LOT 4, A DISTANCE OF 147.70 FEET TO A POINT ON THE WEST LOT LINE OF SAID LOT 4; THENCE NORTH 04°36'48" EAST, ALONG SAID WEST LOT LINE, A DISTANCE OF 31.63 FEET; THENCE SOUTH 57°56'56" EAST A DISTANCE OF 46.40 FEET; THENCE SOUTH 84°18'27" EAST, ALONG A LINE THAT IS NORTHERLY OF, PARALLEL WITH AND 20 FEET PERPENDICULAR TO AFOREMENTIONED SOUTH LOT LINE OF LOT 4, A DISTANCE OF 105.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF AFOREMENTIONED PORPOISE POINT DRIVE; SAID POINT IS ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1353.62 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY RIGHT OF WAY OF SAID PORPOISE POINT DRIVE, AN ARC DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°59'14" EAST AND A CHORD DISTANCE OF 10.03 FEET. CONTAINING 1,974 SQUARE FEET MORE OR LESS.

(TEMPORARY CONSTRUCTION EASEMENT)

**MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF LOT 4, BLOCK 2
PORPOISE POINT, MAP BOOK 15, PAGES 1-9, OF THE PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLORIDA.
FOR: ST. JOHNS COUNTY ENGINEERING DIVISION**

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011.
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN JANUARY 2019.



**PORPOISE POINT - LOT 4, BLOCK 2
EASEMENTS**

**SKETCH OF DESCRIPTION
DATE OF FIELD SURVEY: OCTOBER 28, 2020**



**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION**

**500 SAN SEBASTIAN VIEW
ST AUGUSTINE, FLORIDA 32084**

**PATRICIA GAIL OLIVER P.S.M. NO. 4564
Phone (904) 209-0770 Email: goliver@sjcfl.us**

DRAWN BY: J.MANNING

FILE NUMBER: S-969A

SHEET NO. 1

OF 1

**PURCHASE AND SALE AGREEMENT FOR
GRANT OF EASEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2021, 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 **MANOJ PRAKASH and RADHIKA PRAKASH**, husband and wife ("Seller"), whose address is P. O. Box 860120, St. Augustine, Florida 32086-0120.

WITNESSETH:

WHEREAS, the County is desirous of purchasing an Easement over the Seller's property described on attached EXHIBIT "A", incorporated by reference and made a part hereof, upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire an Easement over for drainage purposes.

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") for the Easement Fifteen-Thousand Five-Hundred and 00/100 Dollars (**\$15,500.00**). The Purchase Price shall be in cash or other immediately available funds.
3. Closing. Unless extended by the terms of Section 24, or other provisions hereof, the closing of the sale of the Easement Area ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, or at a title company, on or before ninety (90) days from the date of this Agreement ("Closing Date"), **TIME BEING OF THE ESSENCE**.
4. Seller's Representations. Seller represents to Buyer that she owns fee simple title to the Easement Area and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.
5. 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 a Grant of Easement.
 - (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.

6. Closing Expenses. Buyer shall pay the cost of recording the, including documentary stamps, and Seller will pay any taxes due. Each party shall bear the expense of its own legal counsel.

7. Condition of Property 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 and Permitting 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 Property 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.

8. Default.

(a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may terminate this Agreement.

(b) Default by Buyer. 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 the Deposit, if there is one, as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

9. 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.

10. 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.

11. 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.

12. 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.

13. Termination of Contract. If Buyer for any reason determines that the Property 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.

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

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

16. 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.

17. 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.

Buyer: St. Johns County, Florida, a political subdivision
of the State of Florida
500 San Sebastian View
St. Augustine, Florida 32084

Seller: Manoj and Radhika Prakash
P. O. Box 860120
St. Augustine, Florida 32086-0120

18. 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.

19. 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.

20. Commission Dues. There are not any real estate commissions due as a result of this transaction.

21. 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.

22. 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.

23. 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.)

24. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may 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 the 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.

25. 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.

26. Special Conditions Regarding Rip Rap.

- 1) Rip rap will be installed in the area of the easement west of the existing wooden bulkhead to control erosion.
- 2) Rip rap will also be installed against the existing wooden bulkhead from the existing ground surface up 50% of face of the bulkhead to protect the bulkhead.
- 3) The joint between the existing wooden bulkhead and the new concrete gravity wall will be sealed to prevent the movement/leaking of soil.

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

WITNESSES:

SELLER:

Signature Date

Manoj Prakash Date

Print Name

Radhika Prakash Date

Signature Date

Print Name

BUYER:
WITNESSES:

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

Signature Date

By: _____
Hunter S. Conrad Date

Print

County Administrator

Signature Date

Print

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

EXHIBIT "A"

DRAINAGE EASEMENT

A PART OF LOT 5, BLOCK 2, AS SHOWN ON PLAT OF PORPOISE POINT AS RECORDED IN MAP BOOK 15, PAGES 1 THROUGH 9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH $84^{\circ}42'30''$ EAST, ALONG THE NORTH LOT LINE OF SAID LOT 5, A DISTANCE OF 20.41 FEET; THENCE SOUTH $12^{\circ}01'12''$ EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH $85^{\circ}23'39''$ WEST, A DISTANCE OF 27.50 FEET, TO A POINT ON THE WEST LOT LINE OF SAID LOT 5; THENCE NORTH $04^{\circ}36'21''$ EAST, ALONG SAID LOT LINE, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

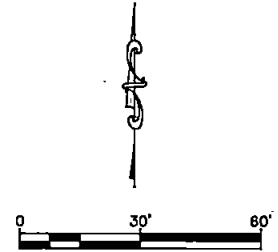
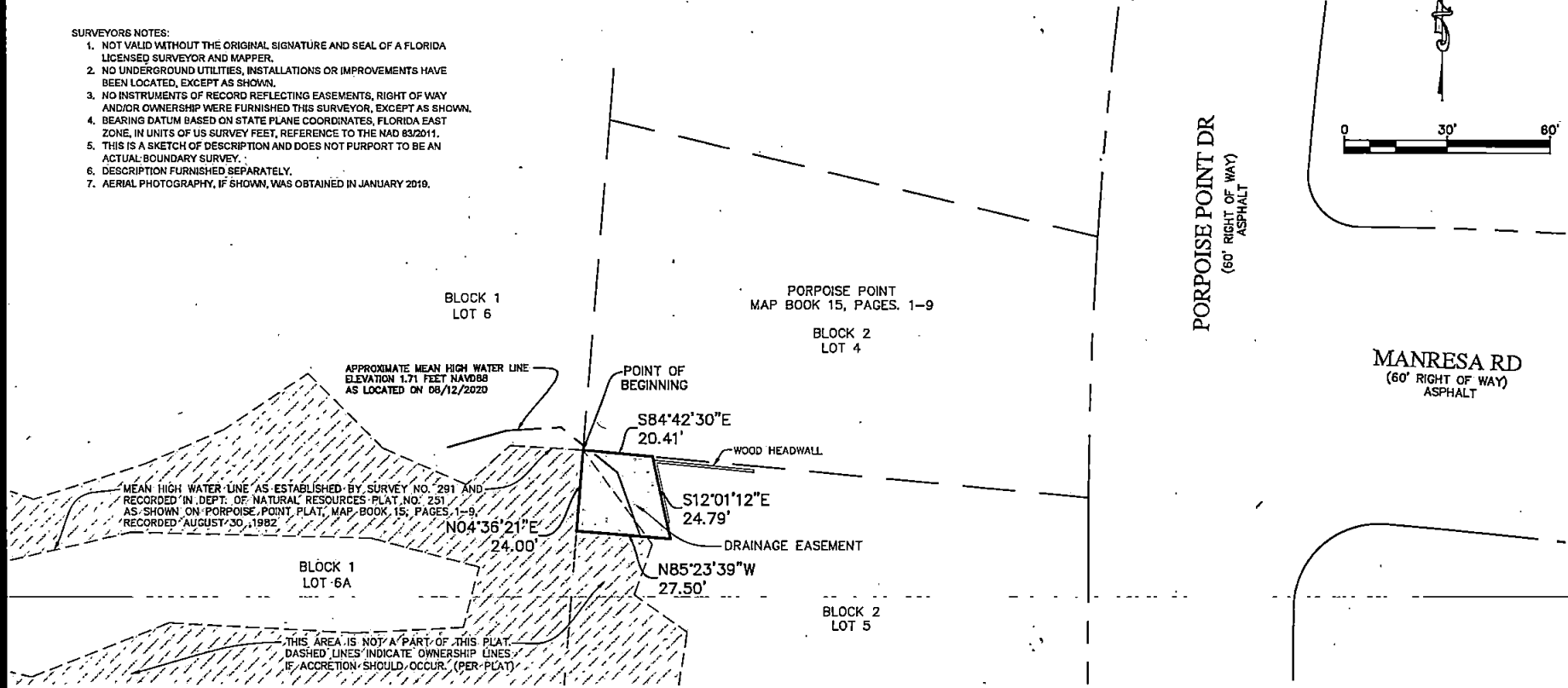
CONTAINING 572 SQUARE FEET, MORE OR LESS.

LESS AND EXCEPT ANY LANDS BELOW THE MEAN HIGH WATER LINE.

**MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF LOT 5, BLOCK 2
PORPOISE POINT, MAP BOOK 15, PAGES 1-9, OF THE PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLORIDA.
FOR: ST. JOHNS COUNTY ENGINEERING DIVISION**

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011.
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN JANUARY 2019.



**PORPOISE POINT - LOT 5, BLOCK 2
DRAINAGE EASEMENT**

**SKETCH OF DESCRIPTION
DATE OF SKETCH: JANUARY 19, 2021**



**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION**

**500 SAN SEBASTIAN VIEW
ST AUGUSTINE, FLORIDA 32084**

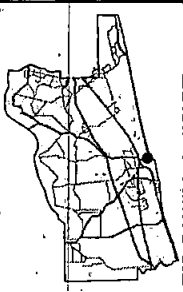
**PATRICIA GAIL OLIVER P.S.M. NO. 4564
Phone (904) 209-0770 Email: goliver@sjcfl.us**

DRAWN BY: J.MANNING

FILE NUMBER: S-969D

SHEET NO. 1

OF 1



2019 Aerial Imagery
March 17, 2021

*Porpoise Point Subdivision
Drainage Improvement Project
Purchase and Sale Agreements*

Land Management
Systems
Real Estate
Division
(904) 209-0790

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 hereon.

