# RESOLUTION NO. 2021- 390

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH MANSUR INDUSTRIAL PARK I, LLC AND CUMBERLAND INDUSTRIAL PARK ASSOCIATION, INC. FOR PROPERTY REQUIRED FOR THE CR210 WIDENING PROJECT OUTSIDE THE TWIN CREEKS DRI.

# **RECITALS**

WHEREAS, Mansur Industrial Park I, LLC and Cumberland Industrial Park Association, Inc. owners of property required for the CR210 widening project has presented a Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, this property is required for the 4-laning and the future 6-laning west of the Twin Creeks DRI; and

WHEREAS, in the Mediated Settlement Agreement executed April 15, 2015 under Section 5. Payment for Additional Right-of-Way, Title, Appraisals and Survey Costs. It states the County shall be responsible for negotiating with the owners of all parcels along the turn lane right-of-way and six-laning right-of-way for the acquisition of such parcels. The County shall use commercially reasonable efforts to obtain contracts to purchase the aforementioned right-of-way in exchange for transportation impact fee credits or for the lowest cost possible; and

WHEREAS, this parcel is included in Resolution No. 2021-320 that authorizes the County to acquire this property through condemnation proceedings if necessary; and

WHEREAS, the attached agreement is a proposed settlement with the owners without having to use condemnation; and

WHEREAS, it is in the best interest of the County to approve acquiring this property for the health, safety and welfare of its citizens.

**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 authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreement and take all steps to move forward to close the transactions.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerk's office.

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 21 st. day of September, 2021.

BOARD OF COUNTY COMMISSIONERS OF

ST. JOHNS COUNTY/FLORIDA

**ATTEST:** Brandon J. Patty

Clerk of the Circuit Court & Comptroller

Deputy Clerk

### PURCHASE AND SALE AGREEMENT

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 Mansur Industrial Park I, LLC, a Florida limited liability company, whose address is 314 Genoa Rd., St. Augustine, FL 32095 and Cumberland Industrial Park Association, Inc. whose address is 12231 Springmoor One Court, Jacksonville, Florida 32225 (collectively, "Seller").

### WITNESSETH:

WHEREAS, the County is desirous of purchasing property interests owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of the approximately 12,456 square foot property shown in Exhibit "A" (hereinafter "Property"); and an approximately 1,099 square foot, thirty-six month Temporary Construction Easement in the property, beginning on the date of closing, as shown on Exhibit "B" (hereinafter "Easement Property"), both being attached hereto, incorporated by reference and made a part hereof, and

# NOW THEREFORE, it is mutually agreed as follows:

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

# 2. Purchase Price.

(a) Mansur Industrial Park I, LLC shall receive \$425,000.00 for its interests in the Property and the Easement Property and Cumberland Industrial Park Association, Inc. shall receive \$50,000.00 for its interest in the Property, for a total purchase price of \$475,000.00, subject to any prorations hereinafter provided ("Purchase Price"). Mansur Industrial Park I, LLC shall also receive \$102,495.00 in statutory attorneys' fees and \$3,375.00 in expert fees. The Purchase Price and the attorneys' and expert fees shall be paid on the day of closing as follows:

<u>Recipient</u>	Amount
(i) Mansur Industrial Park I, LLC	\$425,000.00
(ii) Cumberland Industrial Park Association, Inc.	\$50,000.00
(iii) Foerster, Isaac & Yerkes, P.A.	\$102,495.00 (attorneys' fees)
	\$3,375.00 (expert fees)
TOTAL	\$580,870.00

Payment of these amounts shall be in cash or other immediately available funds.

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# 3. Title Evidence.

- (a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain, within thirty (30) days from the effective date, a title commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price of Property, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):
- (i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;
- (ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;
  - (iii) restrictions and matters appearing on the plat of the Property; and
- (b) Buyer shall notify Seller in writing ("Title Notice") within ten (10) days after Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have thirty (30) days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 30-day period, Seller has not cured title defects or denial, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement and receiving a return of the Deposit.
- 4. <u>Closing.</u> The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, Action Title Services of St. Johns, Inc., on or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.
- 5. <u>Prorations.</u> Mansur Industrial Park I, LLC at closing will provide Buyer a check payable to St. Johns County Property Appraiser for pro rata taxes, which shall be prorated on the basis of the 2020 taxes at the highest allowable discount.
- 6. <u>Seller's Representations.</u> Seller represents to Buyer that Seller collectively owns fee simple title to the Property and Basement Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

### 7. Closing Procedure and Documents.

- (a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:
  - (i) a General Warranty Deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;
    - (ii) a Temporary Construction Easement in a form acceptable to the Buyer ("Easement")

conveying easement rights to Buyer to enter upon and use the Easement Property;

- (iii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.
- (iv) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).
- (b) At the Closing, Buyer shall deliver the cash to close, to Seller and its counsel, in accordance with Section 2. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and Easement Property and to consummate all other actions required to be taken by Buyer under this Agreement.
- (c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.
- (d) 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.
- 8. <u>Closing Expenses.</u> (a) Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, and any other affiliated recording fees. Seller will be responsible for recording fees for documents related to clearing the title of the property for closing and property taxes to the day of closing. (b) Buyer shall pay attorneys' and expert fees as stated in Paragraph 2. The parties shall be responsible for no other amounts except as provided in this agreement.
- 9. <u>Survey and Legal Description.</u> Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 3. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.
- (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property and Basement Property for the purpose of physically inspecting the Property and Easement Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property and Easement 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 Property or Easement Property. If Buyer determines that the Property or Easement Property 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. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

- 11. <u>Default.</u> (a) <u>Default by Seller.</u> If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) <u>Default by Buyer.</u> 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 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.
- 12. <u>Survival.</u> 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 Deed.
- 13. 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.
- 14. <u>Modification Must be in Writing.</u> 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.
- 15. No Waiver. No waiver of any provision of his 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.
- 16. <u>Termination of Contract</u>. 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.
- 17. <u>Assignability.</u> This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.
  - 18. Time. Time is of the essence of all provisions of this Agreement.
- 19. 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.
- 20. <u>Notices.</u> 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.

(continued next page)

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Seller:

Mansur Industrial Park I, LLC

314 Genoa Rd.

St. Augustine, Florida 32095

Cumberland Industrial Park Association, Inc.

12231 Springmoor One Court Jacksonville, Florida 32225

Buyer:

St. Johns County, Florida, a political subdivision

of the State of Florida

500 San Sebastian View, St. Augustine, Florida 32084

- 21. <u>Entire Agreement.</u> 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.
- 22. 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.
  - 23. Commissions Due. There are no real estate commissions due as a result of this transaction.
- 24. <u>Board of County Commission Approval.</u> 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.
- 25. <u>Effective Date.</u> The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by <u>all</u> named parties.
- 26. 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.)
- 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 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.
- 28. 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.

19. Entire Agreement This accrement will be

Nall and void of not closed on or before

December 15, 1202, 29

# Purchase and Sale Agreement SELLER: Mansur Industrial Park I, LLC witnesses: Title: SELLER: Cumberland Industrial Park Association, Inc. Print Witness Name Print Name Title BUYER: ST. JOHNS COUNTY, FLORIDA A political subdivision of the State of Florida WITNESSES: Date Hunter S. Conrad Date Signature County Administrator .... Print Witness Name Signature Date Print Witness Name ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller Legally Sufficient: By:

Date:

Deputy Clerk

County Attorney

# Purchase and Sale Agreement

WITNESSES:	SELLER: Mansur Industrial Park I, LLC
Aut 5/12 9/2	/2/Date
Signature Date	Print Name:
Ribert Jechen	Title:
Print Witness Name	
Kattleen Oayton 9-1	SELLER: Cumberland Industrial Park
Signature Date KATH-SEN PAYTON	Association, Inc.
Print Witness Name	
· ·	Niel le 9/7/21
	Print Name Neil Rose Title President Comborland Industrial Park Owners Association
,	BUYER:
WITNESSES:	ST. JOHNS COUNTY, FLORIDA  A political subdivision of the State of Florida
	A political subdivision of the blate of a tortea
Signature Date	By: Hunter S. Conrad Date
Signature	County Administrator
	,
Print Witness Name	
Signature Date	
Print Witness Name	·
	·
	•
ATTEST: Brandon J. Patty, Clerk of the	
Circuit Court & Comptroller	Legally Sufficient:
Den	Bu
By:	By:
	• •
	Date:

### EXHIBIT "A"

# PARCEL 124

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4655, PAGE 1526 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 536.54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 357.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 51°03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 500.00 FEET; THENCE SOUTH 30°32'41" EAST, A DISTANCE OF 25.27 FEET; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 496.49 FEET; THENCE NORTH 22°53'00" WEST, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,456 SQUARE FEET, MORE OR LESS.

### EXHIBIT "B"

PARCEL 704 PART "A"

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4655, PAGE 1526 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 536.54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 857.19 FEET; THENCE SOUTH 30°32'41" EAST, A DISTANCE OF 25.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 30°32'41" EAST, A DISTANCE OF 15.16 FEET; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 31.75 FEET; THENCE NORTH 38°56'37" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 51°03'23" WEST, A DISTANCE OF 29.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 460 SQUARE FEET, MORE OR LESS.

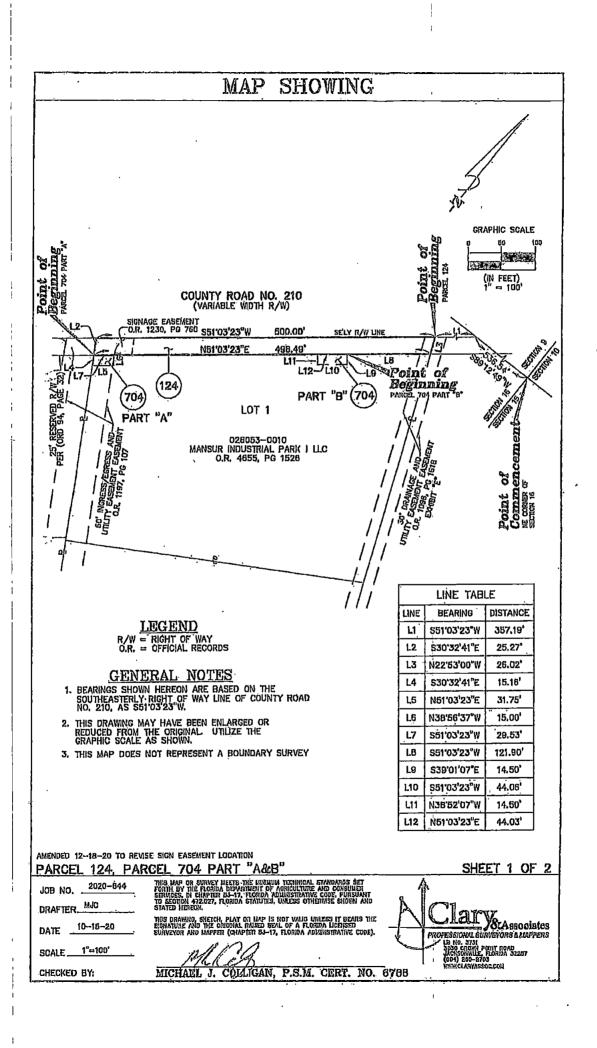
PARCEL 704 PART "B"

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4655, PAGE 1526 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

<u>COMMENCE</u> AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID

SECTION 16, A DISTANCE OF 536.54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 357.19 FEET; THENCE SOUTH 22°53'00" EAST, A DISTANCE OF 26.02 FEET; THENCE SOUTH 51°03'23" WEST, 121.90 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39°01'07" EAST, A DISTANCE OF 14.50 FEET; THENCE SOUTH 51°03'23" WEST, A DISTANCE OF 44.06 FEET; THENCE NORTH 38°52'07" WEST, A DISTANCE OF 14.50 FEET; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 44.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 639 SQUARE FEET, MORE OR LESS.



# MAP SHOWING

#### PARCEL 124

A PART OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4855, PAGE 1528 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89'12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 538.54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH ST'03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 357.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 50'03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 600.00 FEET; THENCE SOUTH 30'32'41" EAST, A DISTANCE OF 25.27 FEET; THENCE NORTH 51'03'23" EAST, A DISTANCE OF 496.49 FEET; THENCE NORTH 22'63'00" WEST, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,456 SQUARE FEET, MORE OR LESS. -

#### PARCEL 704 PART "A"

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4855, PAGE 1528 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 80'12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 538.54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51'03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 857.19 FEET; THENCE SOUTH 30'32'41" EAST, A DISTANCE OF 25.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 30'32'41" EAST, A DISTANCE OF 15.16 FEET; THENCE NORTH 51'03'23" EAST, A DISTANCE OF 31.76 FEET; THENCE NORTH 38'56'37" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 50'03'23" WEST, A DISTANCE OF 29.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 460 SQUARE FEET, MORE OR LESS.

### PARCEL 704 PART 'B"

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4655, PAGE 1626 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY; FLORIDA; THENCE SOUTH 89'12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 536.54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51'03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 357.19 FEET; THENCE SOUTH 22'33'00" EAST, A DISTANCE OF 26.02 FEET; THENCE SOUTH 51'03'23" WEST, 121,90 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39'01'07" EAST, A DISTANCE OF 14.50 FEET; THENCE SOUTH 51'03'23" WEST, A DISTANCE OF 44.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 639 SQUARE FEET, MORE OR LESS.

amended	12-18-20 TO REVISE	SIGN EASEMENT LOCATION
	2020-844	THIS MAP OR BURVEY MEETB THE MINIMUM TECHNICAL STANDARDS SET

SHEET 2 OF 2

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RAFTER MUC	STINGES IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472-027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.
ATE	THIS DRAWNO, SHETCH, PLAY OR MAP IS NOT VALID UNLESS IT DEARS THE SIGNATURE AND THE ORIGINAL MAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 63-17, FLORIDA ADMINISTRATIVE CODE).

CHECKED BY:

MICHAEL J. COLLIGAN; P.S.M. CERT. NO. 6788

Alf y& Associates PROFESSIONAL SURVEYORS & MAPPERS PESSIONAL BUTVETURG & MAL LB 110, 57.11 3030 CROWN FORTH ROAD JACKSONVILLE, HONDA 32207 (004) 280—2703 VMW.CLARYASSOC.COM

