

RESOLUTION NO. 2021- 422

**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 W.R. TOWNSEND AS TRUSTEE OF THE AMENDED AND RESTATED W.R. TOWNSEND REVOCABLE TRUST FOR PROPERTY REQUIRED FOR THE CR210 WIDENING PROJECT OUTSIDE THE TWIN CREEKS DRI.**

**RECITALS**

**WHEREAS**, W.R. Townsend as Trustee of the Amended and Restated W.R. Townsend Revocable Trust is the owner 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 5 day of October, 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 Court & Comptroller

**RENDITION DATE** 10/7/21

By: *Pam Halterman*  
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 **W. R. Townsend as Trustee of the Amended and Restated W. R. Townsend Revocable Living Trust Agreement dated May 7, 1996** ("Seller"), whose address is 971 Baker Avenue Jacksonville, Florida 32209.

**WITNESSETH:**

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

**WHEREAS**, it is in the public interest for the Buyer to acquire fee simple ownership of approximately 40,576 square feet of property (hereinafter "Property") and a thirty-six month Temporary Construction Easement, on approximately 4,141 square feet of property (hereinafter "Easement Property"), both as shown on Exhibit "A," such exhibit being attached hereto, incorporated by reference and made a part hereof.

**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) The purchase price is **\$1,500,000.00**, inclusive of attorneys' fees, costs, interest or any other sums ("Purchase Price"), subject to any prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	<b>\$1,500,000.00</b>
<b>TOTAL PURCHASE PRICE</b>		<b>\$1,500,000.00</b>

Payment of the Purchase Price shall be in cash or other immediately available funds.

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

*mt*  
9/10/21

a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer a full title policy, showing no title defects to the property except 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 (20) days after Buyer's receipt of the full title search report or a denial thereof, if it discloses any defects in the title to the Property or the Easement Property, other than the Permitted Encumbrances. Any such defects appearing in the full title search report not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the full title search report 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 such 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.

4. Closing. The closing of the sale of the Property and the Easement 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. Seller's Representations. Seller represents to Buyer that Seller owns fee simple title to the Property and the Easement 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.

6. 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 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, 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 the 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.

7. Closing Expenses. Buyer shall pay the cost of the full title search report, the cost of recording the Deed and the Easement, 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. Each party shall bear the expense of their own legal counsel and shall be responsible for no other amounts except as provided in this agreement.

8. Survey and Legal Description. Between this date and Closing, Buyer shall have the right to have the Property and the Easement 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 or the Easement 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.

9. 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 Property and the Easement 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

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9/7/02

determine the Property and the Easement Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property and the 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 his possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports relating to the Property and the Easement Property. If Buyer determines that the Property or the 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, this Agreement shall terminate.

10. 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 at its option either may terminate this Agreement and sue for damages or sue for specific performance. (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, Buyer shall have sixty (60) days to cure such default. If Buyer fails to cure such default within the sixty (60) day period, this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

11. 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 Deed and the Easement.

12. 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.

13. 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.

14. 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.

15. Termination of Contract. If Buyer for any reason determines that the Property or the Easement 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, this Agreement shall terminate.

*9-10-21*

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

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

18. 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 that venue for determination of such disputes shall be in St. Johns County.

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

Seller: W. R. Townsend as Trustee  
971 Baker Avenue  
Jacksonville, Florida 32257

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

20. 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.

21. 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.

22. Commissions Due. There are no real estate commissions due as a result of this transaction.

23. 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.

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

*Handwritten:*  
9/10/21

25. 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.)

26. 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.

27. 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.

28. Engineering Adjustments. The County shall modify the construction plans for the project as described and depicted in the attached Exhibit B.

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

WITNESSES:

SELLER: W. R. Townsend as Trustee

[Signature] 9-10-21  
Signature Date

[Signature] Date 9-10-21  
Print Name: W.R. Townsend  
Title Trustee

William E. Doyle  
Print Witness Name

May D. Pardee 09/10/21  
Signature Date

May D. Pardee  
Print Witness Name

(signatures continued next page)

9-10-21



**WITNESSES:**

**BUYER: ST. JOHNS COUNTY, a  
political subdivision of the State of Florida**

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

By: \_\_\_\_\_  
Hunter S. Conrad Date  
County Administrator

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

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

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

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

Legally Sufficient:

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

By: \_\_\_\_\_  
County Attorney

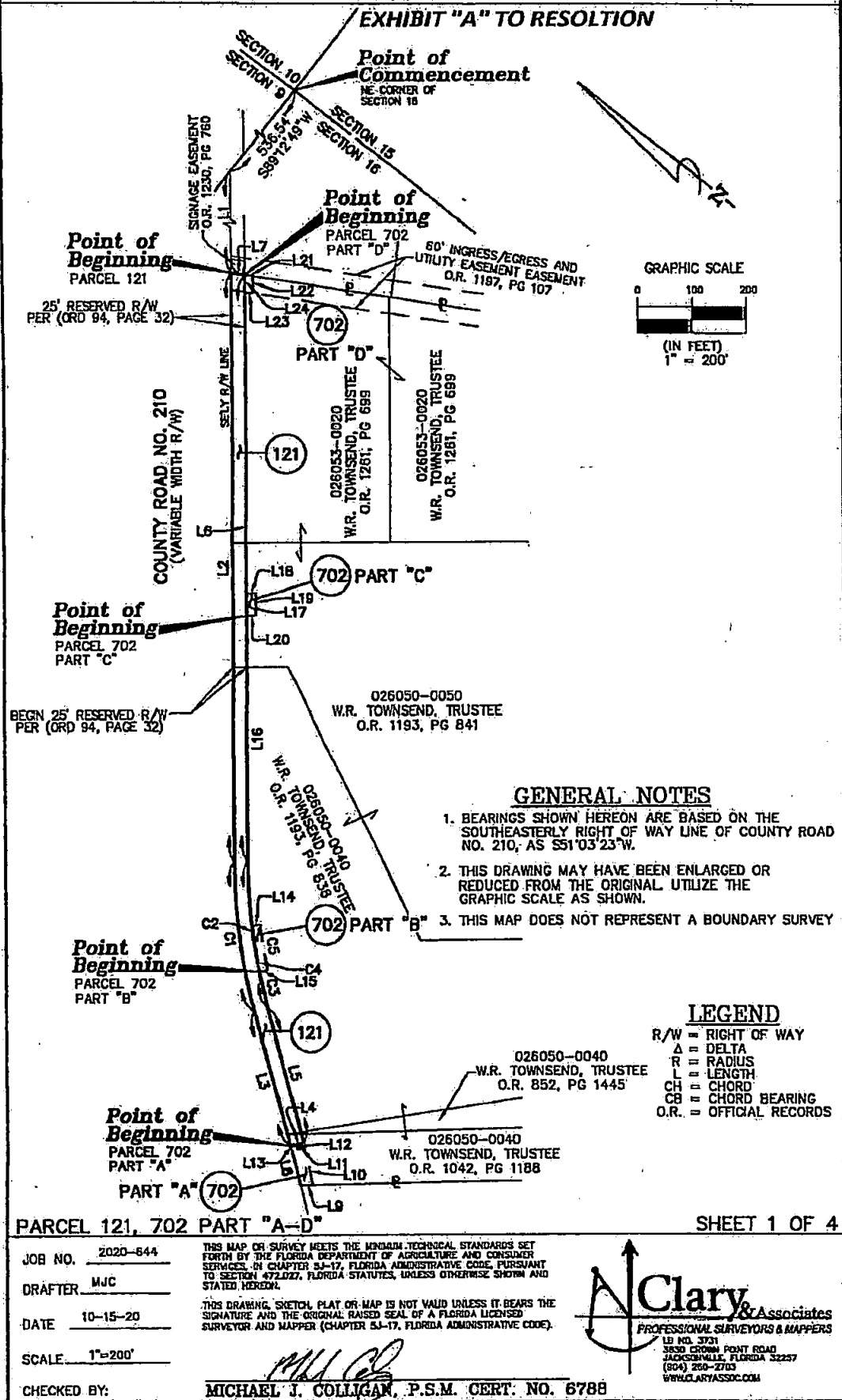
Date: \_\_\_\_\_

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2/10/21

EXHIBIT "A" TO RESOLUTION

MAP SHOWING

EXHIBIT "A" TO RESOLUTION



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, AS S51°03'23"W.
2. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
3. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

LEGEND

- R/W = RIGHT OF WAY
- Δ = DELTA
- R = RADIUS
- L = LENGTH
- CH = CHORD
- CB = CHORD BEARING
- O.R. = OFFICIAL RECORDS

PARCEL 121, 702 PART "A-D"

SHEET 1 OF 4

JOB NO.	2020-844
DRAFTER	MJC
DATE	10-15-20
SCALE	1"=200'
CHECKED BY:	

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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*MJC*  
**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788**

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LB NO. 3731  
 3630 CROWN POINT ROAD  
 JACKSONVILLE, FLORIDA 32227  
 (904) 260-2703  
 WWW.CLARYASSOC.COM

*9/10/21*

# MAP SHOWING

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°03'23"W	857.19'
L2	S51°03'23"W	1090.16'
L3	S36°29'44"W	259.40'
L4	S53°30'16"E	25.00'
L5	N38°29'44"E	259.40'
L6	N51°03'23"E	1086.47'
L7	N30°32'41"W	25.27'
L8	S36°29'44"W	76.48'
L9	S39°59'40"E	23.99'
L10	N36°29'44"E	72.86'
L11	N53°30'16"W	13.33'
L12	N36°29'44"E	9.23'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	N53°30'16"W	10.00'
L14	S45°15'51"E	15.00'
L15	S49°50'41"E	15.00'
L16	N51°03'23"E	456.83'
L17	N51°03'23"E	41.98'
L18	S38°56'37"E	16.21'
L19	S51°03'23"W	41.98'
L20	N38°56'37"W	16.21'
L21	S30°32'41"E	15.16'
L22	S51°03'23"W	29.58'
L23	N38°56'37"W	15.00'
L24	N51°03'23"E	31.79'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1095.92'	278.51'	14°33'39"	S43°46'33"W	277.76'
C2	1070.92'	272.16'	14°33'39"	N43°46'33"E	271.42'
C3	1070.92'	68.40'	3°39'35"	N38°19'31"E	68.39'
C4	1070.92'	85.62'	4°34'50"	N42°26'44"E	85.59'
C5	1055.92'	84.42'	4°34'50"	S42°26'44"E	84.39'

SHEET 2 OF 4

JOB NO. 2020-644

DRAFTER MJC

DATE 10-15-20

SCALE 1"=200'

CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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*[Handwritten Signature]*

**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788**



*9-16-21*

# MAP SHOWING

**PARCEL 121**

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 852, PAGE 1445, OFFICIAL RECORDS VOLUME 1042, PAGE 1188, OFFICIAL RECORDS VOLUME 1193, PAGE 838, OFFICIAL RECORDS VOLUME 1193, PAGE 841, AND OFFICIAL RECORDS VOLUME 1261, PAGE 699 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 SOUTHWESTERLY, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 51°03'23" WEST, A DISTANCE OF 857.19 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 51°03'23" WEST, A DISTANCE OF 1090.16 FEET TO A POINT OF CURVATURE; COURSE NO. 3: SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1095.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14°33'39", AN ARC DISTANCE OF 278.51 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°46'34" WEST, 277.76 FEET TO A POINT OF TANGENCY; COURSE NO. 4: SOUTH 36°29'44" WEST, A DISTANCE OF 259.40 FEET; THENCE SOUTH 53°30'16" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 36°29'44" EAST, A DISTANCE OF 259.40 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1070.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14°33'39", AN ARC DISTANCE OF 272.16 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°48'33" EAST, 271.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 1088.47 FEET; THENCE NORTH 30°32'41" WEST, A DISTANCE OF 25.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,576 SQUARE FEET, 0.931 ACRES, MORE OR LESS.

**PARCEL 702 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 1042, PAGE 1188 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 SOUTHWESTERLY, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 51°03'23" WEST, A DISTANCE OF 1947.35 TO A POINT OF CURVATURE; COURSE NO. 2: SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1095.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14°33'39", AN ARC DISTANCE OF 278.51 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°46'34" WEST, 277.76 FEET TO A POINT OF TANGENCY; COURSE NO. 3: SOUTH 36°29'44" WEST, A DISTANCE OF 259.40 FEET TO THE POINT OF BEGINNING; COURSE NO. 4: CONTINUE SOUTH 36°29'44" WEST, A DISTANCE OF 76.48 FEET; THENCE SOUTH 39°59'40" EAST, A DISTANCE OF 23.99 FEET; THENCE NORTH 36°29'44" EAST, A DISTANCE OF 72.86 FEET; THENCE NORTH 53°30'16" WEST, A DISTANCE OF 13.33 FEET; THENCE NORTH 36°29'44" EAST, A DISTANCE OF 9.23 FEET; THENCE NORTH 53°30'16" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,726 SQUARE FEET, MORE OR LESS.

SHEET 3 OF 4

JOB NO: 2020-644  
 DRAFTER: NJC  
 DATE: 10-15-20  
 SCALE: 1"=200'  
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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*Michael J. Coligan*  
**MICHAEL J. COLIGAN, P.S.M. CERT. NO. 6788**



**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
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 JACKSONVILLE, FLORIDA 32257  
 (904) 260-2703  
 WWW.CLARYASSOC.COM

*MJC  
 9-16-14*

# MAP SHOWING

**PARCEL 702 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 1193, PAGE 838 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 SOUTHWESTERLY, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 51°03'23" WEST, A DISTANCE OF 1947.35 TO A POINT OF CURVATURE; COURSE NO. 2: SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1095.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14°33'39", AN ARC DISTANCE OF 278.51 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°46'34" WEST, 277.76 FEET TO A POINT OF TANGENCY; COURSE NO. 3: SOUTH 36°29'44" WEST, A DISTANCE OF 259.40 FEET; THENCE SOUTH 53°30'16" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 36°29'44" EAST, A DISTANCE OF 259.40 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1070.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 03°39'35", AN ARC DISTANCE OF 68.40 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°19'31" EAST, 68.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1070.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 04°34'50", AN ARC DISTANCE OF 85.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°26'44" EAST, 85.59 FEET; THENCE SOUTH 45°15'51" EAST, A DISTANCE OF 15.00 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 04°34'50", AN ARC DISTANCE OF 84.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°26'44" WEST, 84.39 FEET; THENCE NORTH 49°50'41" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,275 SQUARE FEET, MORE OR LESS.

**PARCEL 702 PART 'C'**

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 1193, PAGE 841 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 SOUTHWESTERLY, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 51°03'23" WEST, A DISTANCE OF 1947.35 TO A POINT OF CURVATURE; COURSE NO. 2: SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1095.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14°33'39", AN ARC DISTANCE OF 278.51 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°46'34" WEST, 277.76 FEET TO A POINT OF TANGENCY; COURSE NO. 3: SOUTH 36°29'44" WEST, A DISTANCE OF 259.40 FEET; THENCE SOUTH 53°30'16" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 36°29'44" EAST, A DISTANCE OF 259.40 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1070.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14°33'39", AN ARC DISTANCE OF 272.16 FEET; SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°46'33" EAST, 271.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 456.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 51°03'23" EAST, A DISTANCE OF 41.98 FEET; THENCE SOUTH 38°56'37" EAST, A DISTANCE OF 16.21 FEET; THENCE SOUTH 51°03'23" WEST, A DISTANCE OF 41.98 FEET; THENCE NORTH 38°56'37" WEST, A DISTANCE OF 16.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 680 SQUARE FEET, MORE OR LESS.

**PARCEL 702 PART 'D'**

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 1261, PAGE 699 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 SOUTH 51°03'23" WEST, A DISTANCE OF 29.58 FEET; THENCE NORTH 38°56'37" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 31.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 480 SQUARE FEET, MORE OR LESS.

SHEET 4 OF 4

JOB NO. 2020-844  
 DRAFTER MJC  
 DATE 10-15-20  
 SCALE 1"=200'  
 CHECKED BY: \_\_\_\_\_

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

*MJC*  
**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788**



**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LB NO. 3731  
 3630 CROWN POINT ROAD  
 JACKSONVILLE, FLORIDA 32237  
 (904) 280-2703  
 WWW.CLARYASSOC.COM

*2021  
 7-10-21*

## Exhibit B

Approximate centerline location of three driveways:

- 1) Station 1013+26
- 2) Station 1017+28
- 3) Station 1023+70

Construction of the three driveway will be as follows:

- 1) Constructed from the edge of pavement to the proposed right-of-way
- 2) Constructed with curb and gutter from edge of pavement of the proposed right-of-way
- 3) Constructed with a radius of 30 FT
- 4) Constructed with a width of 45 FT at the proposed right-of-way (Minimum 100 FT at the proposed edge of pavement)
- 5) Constructed with a pavement section will match that of the proposed roadway.

### Cumberland Park Drive

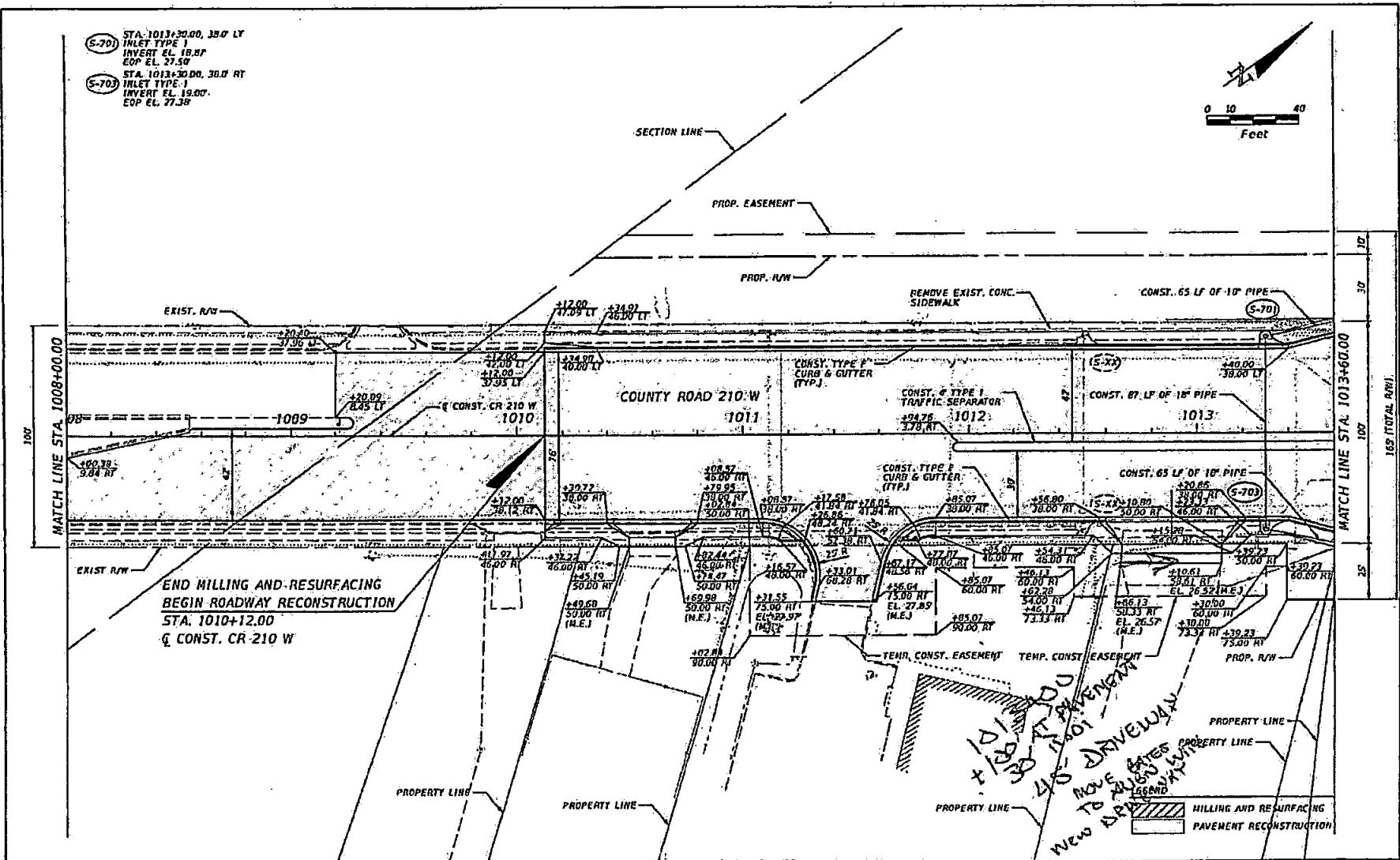
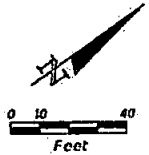
The widening of County Road 210 will include an approximately 400 LF turn lane at Cumberland Park Drive. This feature will be similar to the turn lane that currently exists on east bound County Road 210 into Cumberland Park.

Stationing per 60% Plans Submitted to St Johns County on May 28, 2020 (attached).

*Handwritten signature and date:*  
12/10/21

1/26/21

(S-70) STA. 1013+30.00, 38.0' LY  
INLET TYPE 1  
INVERT EL. 19.87  
EOP EL. 27.50  
(S-70) STA. 1013+30.00, 30.0' RT  
INLET TYPE 1  
INVERT EL. 19.07  
EOP EL. 27.38



REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

**PROSSER**  
CREATIVE SOLUTIONS ENGINEERS, LP  
12911 Quaker Park Circle South, Suite 100  
Jacksonville, Florida 32216  
www.prosser.com  
WILLIAM L. VICK, P.E. REG. 10808  
Data Collection & Analysis, Inc. 1/26/2021



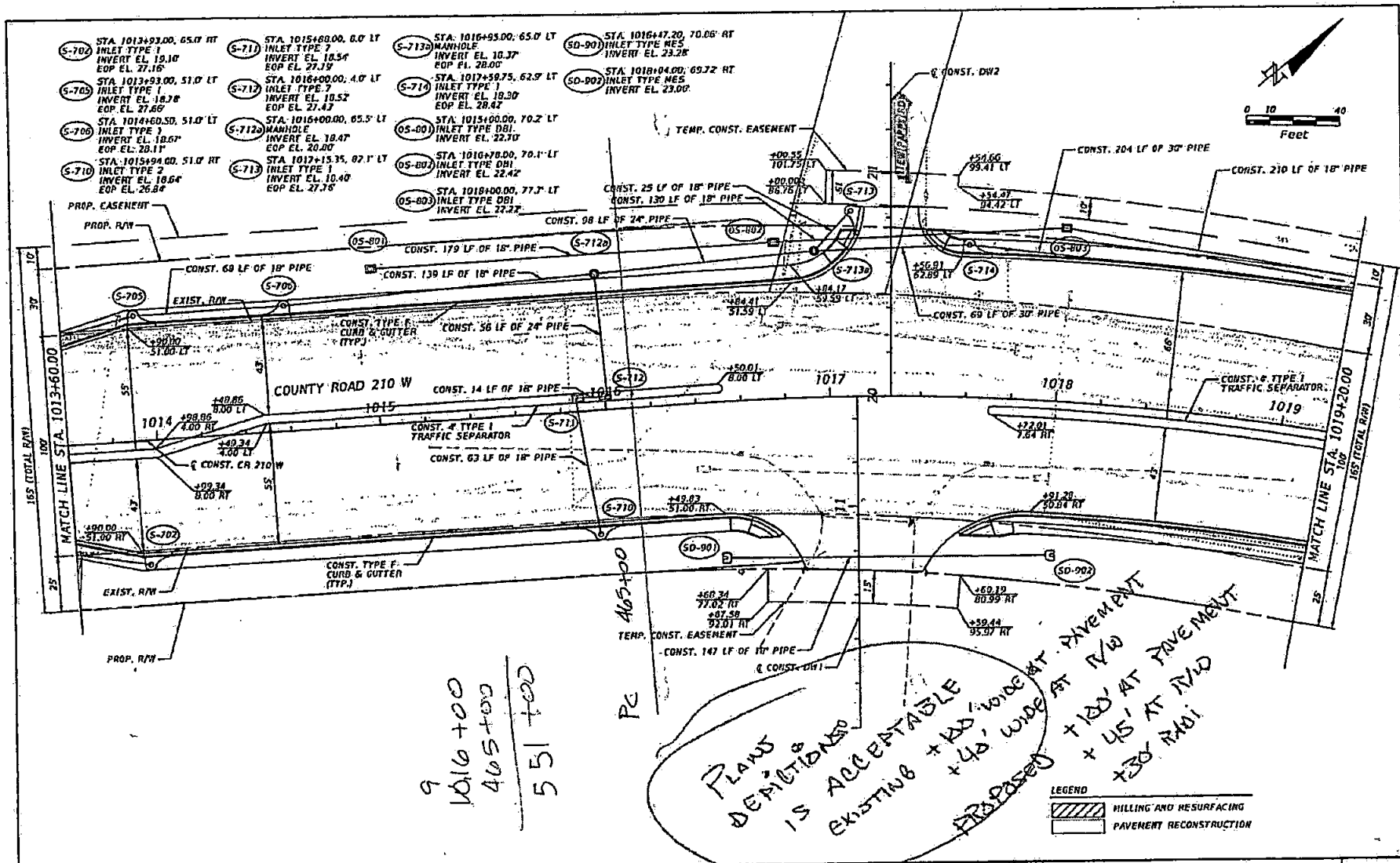
COUNTY ROAD 210 W  
WIDENING  
ST. JOHNS COUNTY, FLORIDA

ROADWAY PLAN

SHEET NO.  
14

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-22.004, F.A.C.

1-6-11-21



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 Jacksonville, FL 32225  
 (904) 722-1111  
 www.prosser.com

COUNTY ROAD 210 W  
 WIDENING  
 ST. JOHNS COUNTY, FLORIDA

**ROADWAY PLAN**

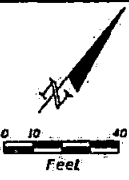
SHEET NO.
15

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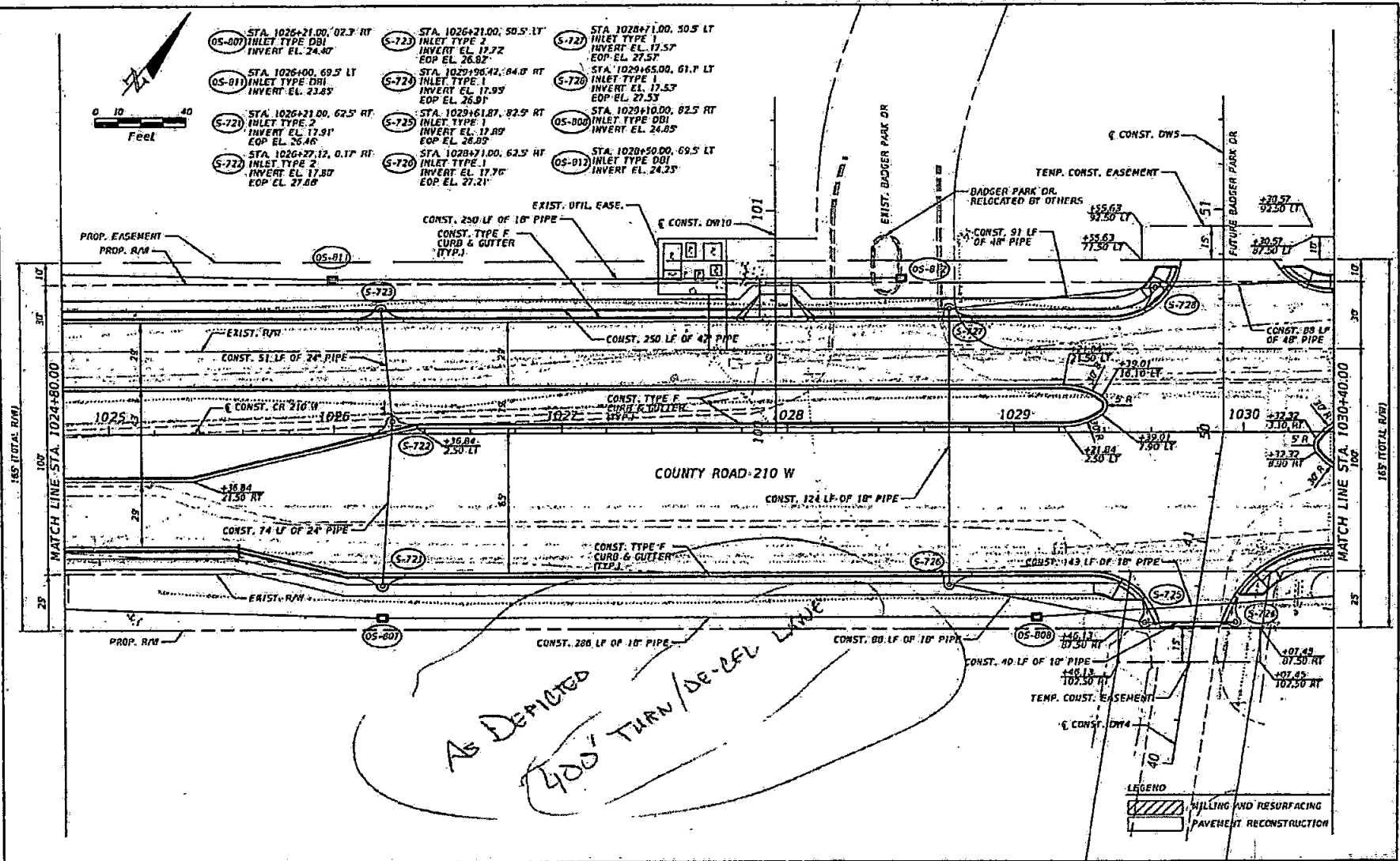




2/10/21



- |  |  |  |
|--|--|--|
| (05-007) STA. 1026+21.00, 02.3' RT<br>INLET TYPE DBI<br>INVERT EL. 24.80'                | (5-723) STA. 1026+21.00, 50.5' LT<br>INLET TYPE 2<br>INVERT EL. 17.72'<br>EOP EL. 26.82' | (5-727) STA. 1028+71.00, 10.5' LT<br>INLET TYPE 1<br>INVERT EL. 17.57'<br>EOP EL. 27.57' |
| (05-011) STA. 1026+00, 69.5' LT<br>INLET TYPE DBI<br>INVERT EL. 23.85'                   | (5-723) STA. 1029+05.42, 04.0' RT<br>INLET TYPE 1<br>INVERT EL. 17.99'<br>EOP EL. 26.91' | (5-720) STA. 1029+65.00, 61.7' LT<br>INLET TYPE 1<br>INVERT EL. 17.53'<br>EOP EL. 27.53' |
| (5-721) STA. 1026+21.00, 62.5' RT<br>INVERT EL. 17.91'<br>EOP EL. 26.46'                 | (5-723) STA. 1029+61.87, 82.5' RT<br>INLET TYPE 1<br>INVERT EL. 17.89'<br>EOP EL. 26.89' | (05-800) STA. 1029+10.00, 82.5' RT<br>INLET TYPE DBI<br>INVERT EL. 24.85'                |
| (5-722) STA. 1026+27.12, 0.17' RT<br>INLET TYPE 2<br>INVERT EL. 17.87'<br>EOP EL. 27.88' | (5-720) STA. 1028+71.00, 62.5' RT<br>INLET TYPE 1<br>INVERT EL. 17.70'<br>EOP EL. 27.21' | (05-012) STA. 1029+50.00, 69.5' LT<br>INLET TYPE DBI<br>INVERT EL. 24.25'                |



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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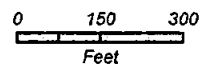
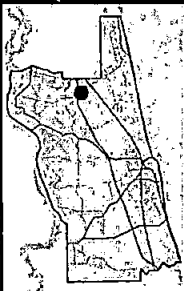
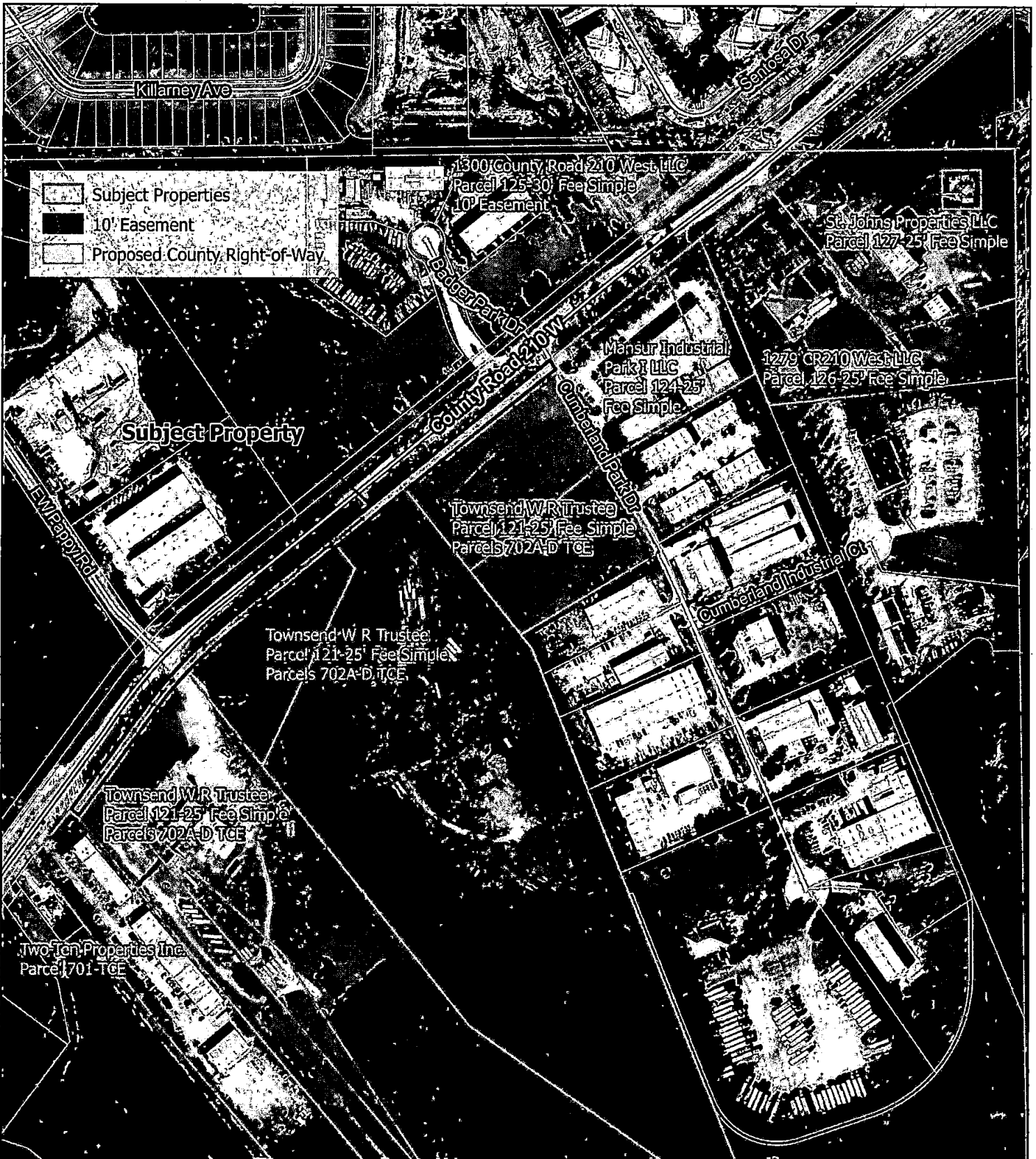


COUNTY ROAD 210 W  
WIDENING  
ST. JOHNS COUNTY, FLORIDA

**ROADWAY PLAN**

SHEET NO.  
17

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2019 Aerial Imagery  
September 1, 2021

## CR 210 Widening Project

### W R Townsend

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 herein.

