

RESOLUTION NO. 2022- 272

**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 TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT.**

**RECITALS**

**WHEREAS**, WFC Ashford Mills Owner VII, LLC, a Delaware limited liability company (WFC Ashford) and Trout Creek Community Development District (Trout Creek) are requesting a Temporary Construction and Access Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, WFC Ashford and Trout Creek, desire to complete construction of a local roadway known as Timberwolf Trail and a multi-purpose path that runs along the edge of the roadway to the western boundary of the County-owned lands (10ac Park Site), being more particularly described and depicted in Exhibit "B", attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Temporary Construction and Access Easement Agreement will provide WFC Ashford and Trout Creek, access to a 15 foot strip along the westerly boundary of the 10ac Park Site for the limited purpose of construction of the improvements on the adjacent WFC Ashford property, including grading to surface ties to be located within the Temporary Easement area.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

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

Section 2. The Board of County Commissioners hereby approves the terms and authorizes the County Administrator, or designee, to execute the Temporary Construction and Access Easement Agreement.

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

Section 4. The Clerk of the Circuit Court is instructed to record the original Temporary Construction and Access Easement Agreement in the Public Records of St. Johns County, Florida.

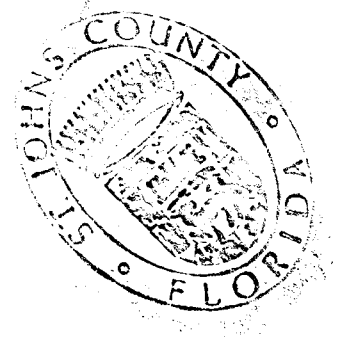
PASSED AND ADOPTED this 2 day of August, 2022.

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

By: Henry Dean  
Henry Dean, Chair

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

Pam Halterman  
Deputy Clerk



Rendition Date 8/4/22

Exhibit "A" to Resolution

**Prepared by and record and return to:**  
Ellen Avery-Smith, Esquire  
Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086

RT: W3979-63379  
Parcel No.: 010330-0040  
Consideration: \$10.00

**TEMPORARY CONSTRUCTION  
AND ACCESS EASEMENT AGREEMENT**  
(Timberwolf Trail)

This **TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (this "**Agreement**") is made as of this \_\_\_ day of \_\_\_\_\_, 2022, by and among **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (the "**County**"), in favor of **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 ("**WFC Ashford**") and the **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government created pursuant to Section 190, Florida Statutes, whose address is c/o Rizzetta & Company, 2806 N. Fifth Street, Unit 403, St. Augustine, Florida 32084 ("**Trout Creek**") (with the County, WFC Ashford and Trout Creek sometimes collectively referred to herein as the "**Parties**" or individually as a "**Party**").

**RECITALS:**

**WHEREAS**, the County is the owner of certain real property located in St. Johns County, Florida and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**County Parcel**").

**WHEREAS**, WFC Ashford is the owner of certain real property located adjacent to the County Parcel in St. Johns County, Florida (the "**WFC Lands**").

**WHEREAS**, WFC Ashford and Trout Creek, the community development district in which the WFC Lands are located, desire to complete construction of a local roadway known as Timberwolf Trail adjacent to the western boundary of the County Parcel (the "**Improvements**").

**WHEREAS**, in order to complete construction of the Improvements, WFC Ashford and Trout Creek require temporary construction access through a portion of the County Parcel, being more particularly described and depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Temporary Easement Parcel**").

**WHEREAS**, WFC Ashford and Trout Creek have requested that the County grant to Trout Creek, and the County has agreed to grant to Trout Creek, temporary access and construction easement rights over, upon and across the Temporary Easement Parcel for certain limited activities, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Grant of Temporary Access Easement. The County does hereby grant to Trout Creek and WFC Ashford for purposes of vehicular and pedestrian ingress and egress by Trout Creek, WFC Ashford and their respective successors, assigns, employees, agents, contractors, subcontractors, tenants, invitees and licensees (all of the foregoing persons and entities, including, without limitation, Trout Creek and WFC Ashford are hereinafter referred to as the "**Permitted Parties**"), to and from the WFC Lands, a temporary, non-exclusive easement in, over, across, upon and through the Temporary Easement Parcel for the limited purpose of construction of the Improvements on the adjacent WFC Lands including, without limitation, grading to surface tie-ins to be located within the Temporary Easement Parcel. Trout Creek and WFC Ashford agree that if the County opens a recreation area or facilities on the County Parcel during the term of this Agreement, the applicable party shall provide to the County at least two (2) business days' written notice prior to entering onto the Temporary Easement Parcel.

3. Temporary Construction Easement. The County hereby grants to the Permitted Parties, a temporary, non-exclusive construction easement over, under, through and across the Temporary Easement Parcel in connection with and for the purpose of the construction the Permitted Parties of the Improvements to be located within the WFC Lands in the location generally shown on the site plan attached hereto as **Exhibit "C"** and incorporated herein by this reference (the "**Site Plan**"). Such easement shall allow for the access of construction vehicles over the Temporary Easement Parcel and County Parcel as reasonably necessary to construct the Improvements; provided, Permitted Parties or governmental authorities performing the work contemplated hereunder shall use commercially reasonable efforts to minimize interference with the development and operation of the County Parcel and after completion of their work, shall regrade, grass and stabilize any access roads used within the County Parcel.

4. Term. The term of the Agreement and the foregoing temporary access and construction easements ("**Term**") shall commence on the Effective Date and automatically expire and terminate upon the completion of the Improvements, without the need for further action on the part of either Party. Notwithstanding the foregoing, within fifteen (15) days of any written request delivered, the Parties agree to execute and record an instrument terminating this Agreement if so requested by either Party.

5. Maintenance and Use. Throughout the duration of construction of the Improvements, Trout Creek and WFC Ashford, in accordance with their respective work, shall keep the Temporary Easement Parcel in good condition and repair, excluding ordinary wear and tear and damage by the elements or by the County, or the County's employees, contractors, agents and/or invitees. Trout Creek or WFC Ashford will repair any damage to the Temporary Easement Parcel, in accordance with its respective work, to the extent that such damage is caused by the Permitted Parties, respectively. Trout Creek and WFC Ashford shall not allow the Temporary Easement Parcel or County Parcel to be used for any unlawful purpose. Trout Creek

and WFC Ashford shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Easement Parcel and County Parcel for the purposes granted herein.

6. Indemnification. WFC Ashford and Trout Creek hereby agree to indemnify, defend and hold harmless the County and their respective officers, directors and members, and its respective heirs, successors and assigns, from and against any and all claims, actions, demands, losses, costs (including, without limitation, court costs), expenses (including, without limitation, attorney's fees), liability (joint or several), penalties or other damages, arising out of or in connection with its construction of the Improvements, use of the temporary easements or any breach of Trout Creek or WFC Ashford's respective obligations contained in this Agreement.

7. Modification. The Parties hereto agree that this Agreement constitutes the entire agreement between the Parties with respect to the temporary easements and obligations established herein, and any oral agreements or understandings are hereby merged into this Agreement. This Agreement may be amended or terminated only by an instrument in writing and signed by the Parties or their respective successors or assigns.

8. Covenant Running with the Land. The Agreement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon the County Parcel and binding upon and inuring to the benefit of the WFC Lands.

9. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

10. Complete Agreement. This Agreement represents the complete and integrated agreement of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements.

11. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Florida.

12. Counterparts. This instrument may be executed in counterparts, each of which shall constitute an original and together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

Signed, sealed and delivered  
in the presence of:

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

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

Printed: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Its: \_\_\_\_\_

Printed: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, as \_\_\_\_\_ of the County of St. Johns County, Florida on behalf of the County. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed \_\_\_\_\_  
Notary Public, State and county aforesaid  
Commission no.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
(Notarial Seal)

Signed, sealed and delivered in the presence of:

**WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company

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

By: WFC Ashford Mills Holdings JV VII, L.L.C., a Delaware limited liability company, Its Sole Member

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

By: FCA Ashford, LLC, a Delaware limited liability company its Administrative Member

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

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

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

COMMONWEALTH OF MASSACHUSETTS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, of FCA Ashford, LLC, a Delaware limited liability company, as Administrative Member of WFC Ashford Mills Holdings JV VII, L.L.C., a Delaware limited liability company, as Sole Member of WFC Ashford Mills Owner VII, L.L.C., a Delaware limited liability company, on behalf of the company, who is (check one)  is personally known to me or  has produced a valid driver's license as identification.

\_\_\_\_\_  
Printed \_\_\_\_\_

Notary Public, State and county aforesaid

Commission no.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Notarial Seal)

Signed, sealed and delivered  
in the presence of:

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

Printed: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Its: \_\_\_\_\_

Printed: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by, \_\_\_\_\_, as \_\_\_\_\_ of Trout Creek Community Development District, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, on behalf of the district. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed \_\_\_\_\_  
Notary Public, State and county aforesaid  
Commission no.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
(Notarial Seal)





PARK SITE

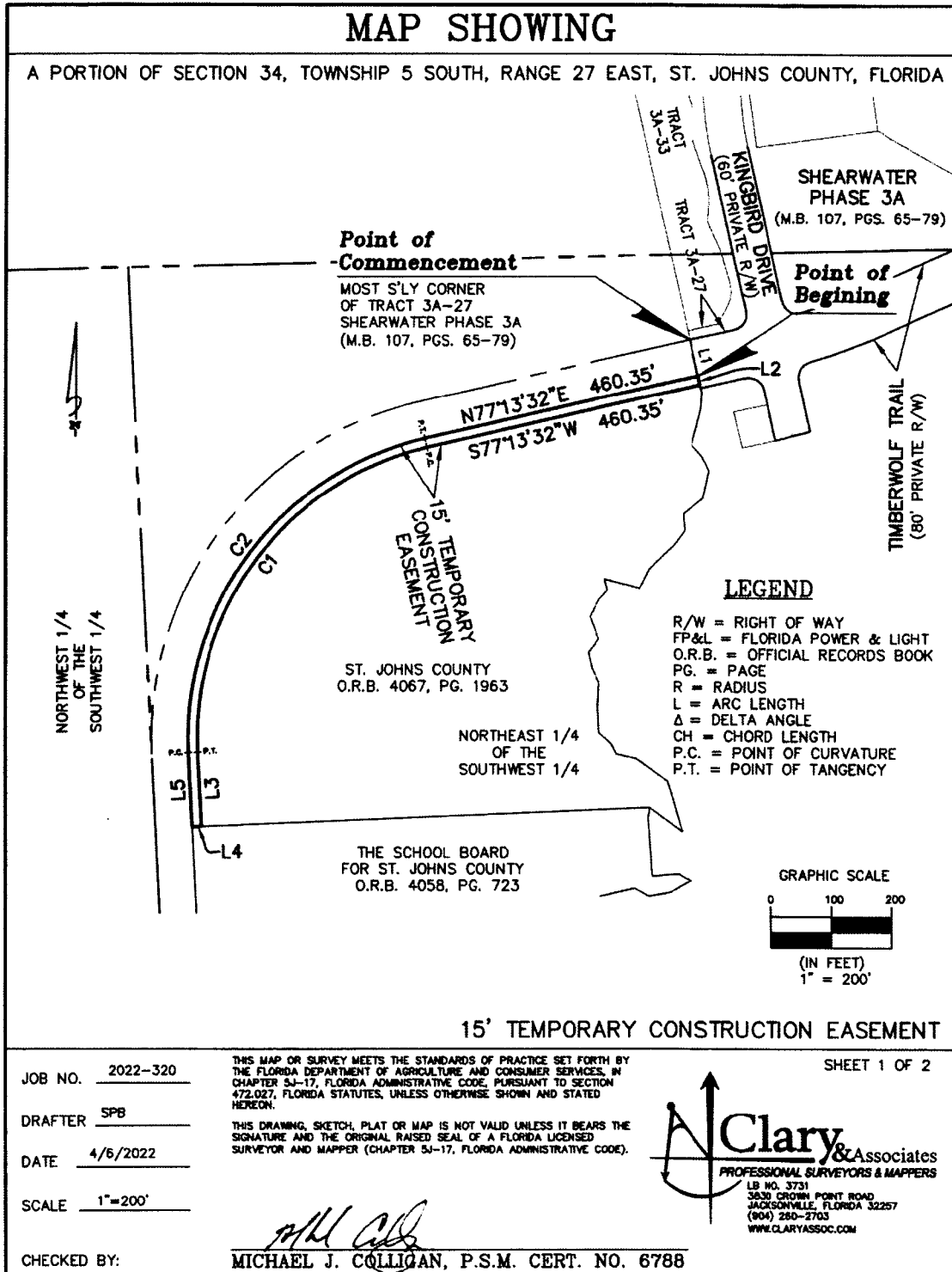
A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 02°49'00" WEST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, AND ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, A DISTANCE OF 1740.55 FEET; THENCE NORTH 87°11'00" EAST, 60.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 02°49'00" WEST, 121.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 698.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°12'16" EAST, 643.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°13'32" EAST, 460.35 FEET; THENCE SOUTH 12°46'28" EAST, 28.86 FEET; THENCE SOUTH 05°10'17" WEST, 28.24 FEET; THENCE SOUTH 14°12'12" WEST, 57.53 FEET; THENCE SOUTH 40°36'44" EAST, 25.35 FEET; THENCE SOUTH 26°20'36" EAST, 25.67 FEET; THENCE SOUTH 12°33'52" WEST, 45.90 FEET; THENCE SOUTH 50°59'24" WEST, 40.24 FEET; THENCE SOUTH 04°54'45" EAST, 27.17 FEET; THENCE SOUTH 37°00'46" WEST, 29.51 FEET; THENCE SOUTH 46°05'12" WEST, 56.19 FEET; THENCE SOUTH 27°12'10" WEST, 34.99 FEET; THENCE NORTH 75°41'53" WEST, 59.34 FEET; THENCE SOUTH 16°01'44" EAST, 19.62 FEET; THENCE SOUTH 44°26'41" WEST, 20.43 FEET; THENCE SOUTH 28°59'17" WEST, 32.49 FEET; THENCE SOUTH 22°05'52" EAST, 39.70 FEET; THENCE SOUTH 38°46'18" WEST, 28.90 FEET; THENCE SOUTH 14°31'19" EAST, 24.58 FEET; THENCE SOUTH 26°23'49" EAST, 27.15 FEET; THENCE SOUTH 03°16'43" WEST, 40.64 FEET; THENCE SOUTH 03°22'29" EAST, 41.67 FEET; THENCE SOUTH 48°26'50" EAST, 26.99 FEET; THENCE SOUTH 27°58'18" EAST, 18.20 FEET; THENCE SOUTH 76°51'38" EAST, 33.24 FEET; THENCE SOUTH 54°17'34" EAST, 62.23 FEET; THENCE SOUTH 16°28'47" EAST, 87.08 FEET; THENCE NORTH 53°41'19" WEST, 66.42 FEET; THENCE SOUTH 87°36'18" WEST, 752.82 FEET, TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES, MORE OR LESS.

**EXHIBIT "B"**

**Temporary Easement Parcel**



# MAP SHOWING

## 15 FOOT TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE MOST SOUTHERLY CORNER OF THE TRACT 3A-27, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3A, AS RECORDED IN MAP BOOK 107, PAGES 65 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 12°46'28" EAST, ALONG THE WESTERLY TERMINUS OF TIMBERWOLF TRAIL, AN 80 FOOT RIGHT OF WAY, AS SHOWN ON SAID PLAT OF SHEARWATER PHASE 3A, 60.00 FEET, TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 12°46'28" EAST, ALONG SAID WESTERLY TERMINUS OF TIMBERWOLF TRAIL, 15.00 FEET; THENCE SOUTH 77°13'32" WEST, 460.35 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 485.00 FEET, AN ARC DISTANCE OF 677.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°12'16" WEST, 623.78 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°49'00" EAST, 121.70 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4067, PAGE 1963, OF SAID PUBLIC RECORDS; THENCE SOUTH 87°36'18" WEST, ALONG LAST SAID LINE, 15.00 FEET, TO THE WESTERLY LINE OF LAST SAID LANDS; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE WESTERLY AND NORTHERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: **COURSE NO. 1**; NORTH 02°49'00" WEST, 121.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; **COURSE NO. 2**; NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 698.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°12'16" EAST, 643.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; **COURSE NO. 3**; NORTH 77°13'32" EAST, 460.35 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 0.44 ACRES FEET, MORE OR LESS.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	485.00'	677.55'	80°02'33"	S37°12'16"W	623.78'
C2	500.00'	698.50'	80°02'33"	N37°12'16"E	643.07'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S12°46'28"E	60.00'
L2	S12°46'28"E	15.00'
L3	S02°49'00"E	121.70'
L4	S87°36'18"W	15.00'
L5	N02°49'00"W	121.59'

## GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY TERMINUS OF TIMBERWOLF TRAIL, AS S12°46'28"E, PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 NGS ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT AFFECT THIS PARCEL.
5. CROSS REFERENCE SURVEY BY CLARY & ASSOCIATES, FILE NO. T55-814

## 15' TEMPORARY CONSTRUCTION EASEMENT

JOB NO. 2022-320  
 DRAFTER SPB  
 DATE 4/6/2022  
 SCALE 1"=200'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE 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, PLAT 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).

SHEET 2 OF 2



CHECKED BY:

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

# EXHIBIT "C"

## Site Plan

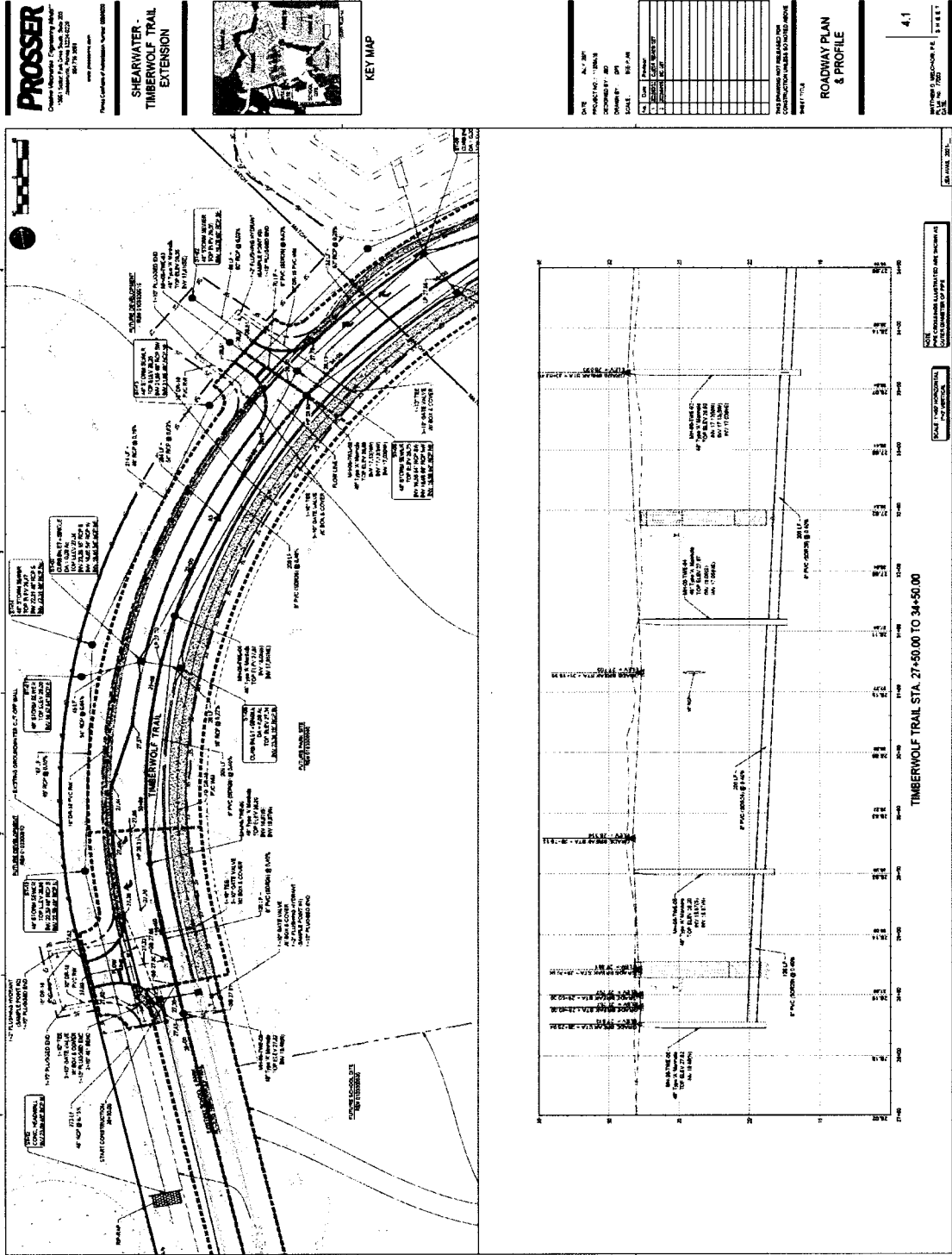
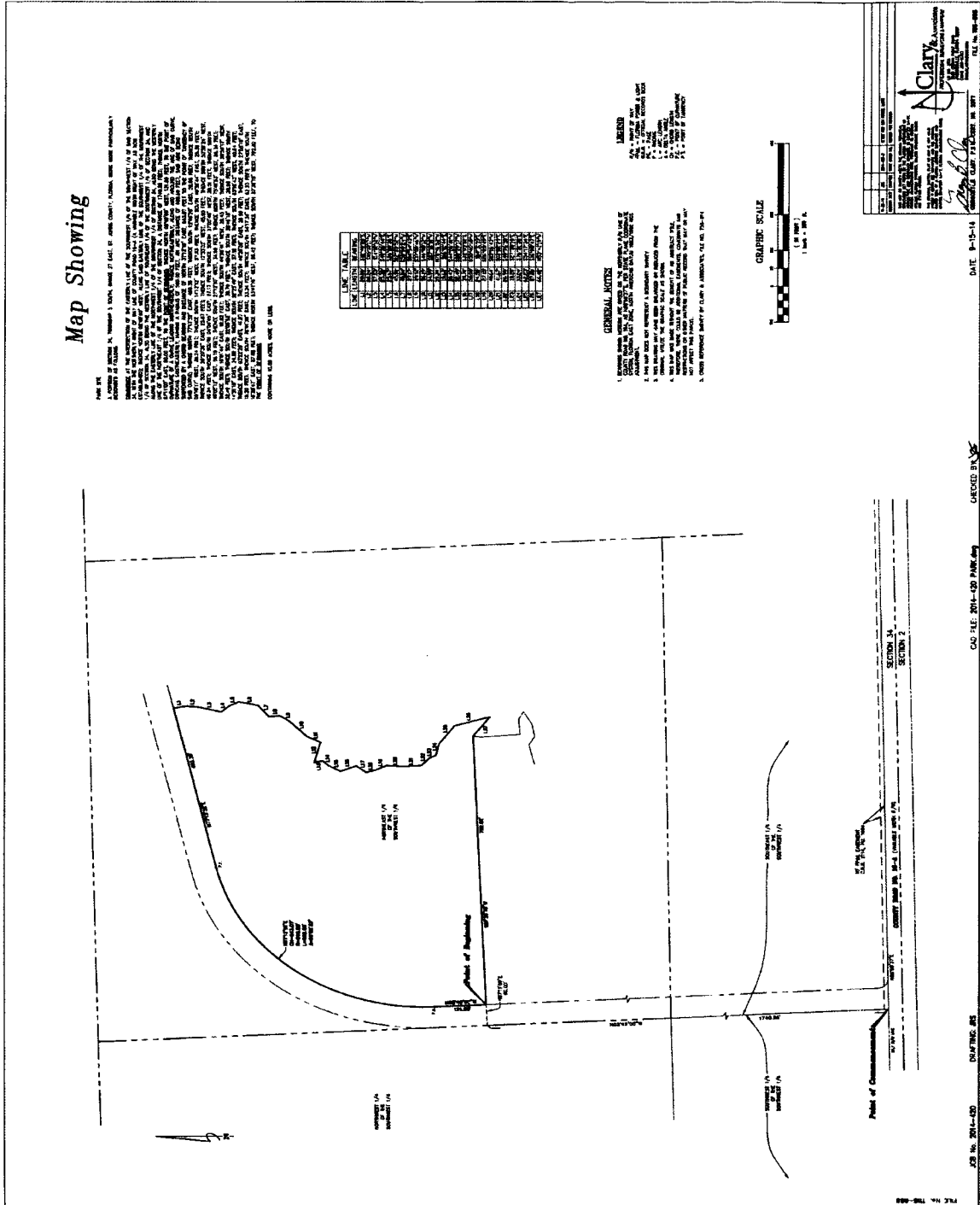




Exhibit "B" to Resolution

10 ac Park Site

County Parcel



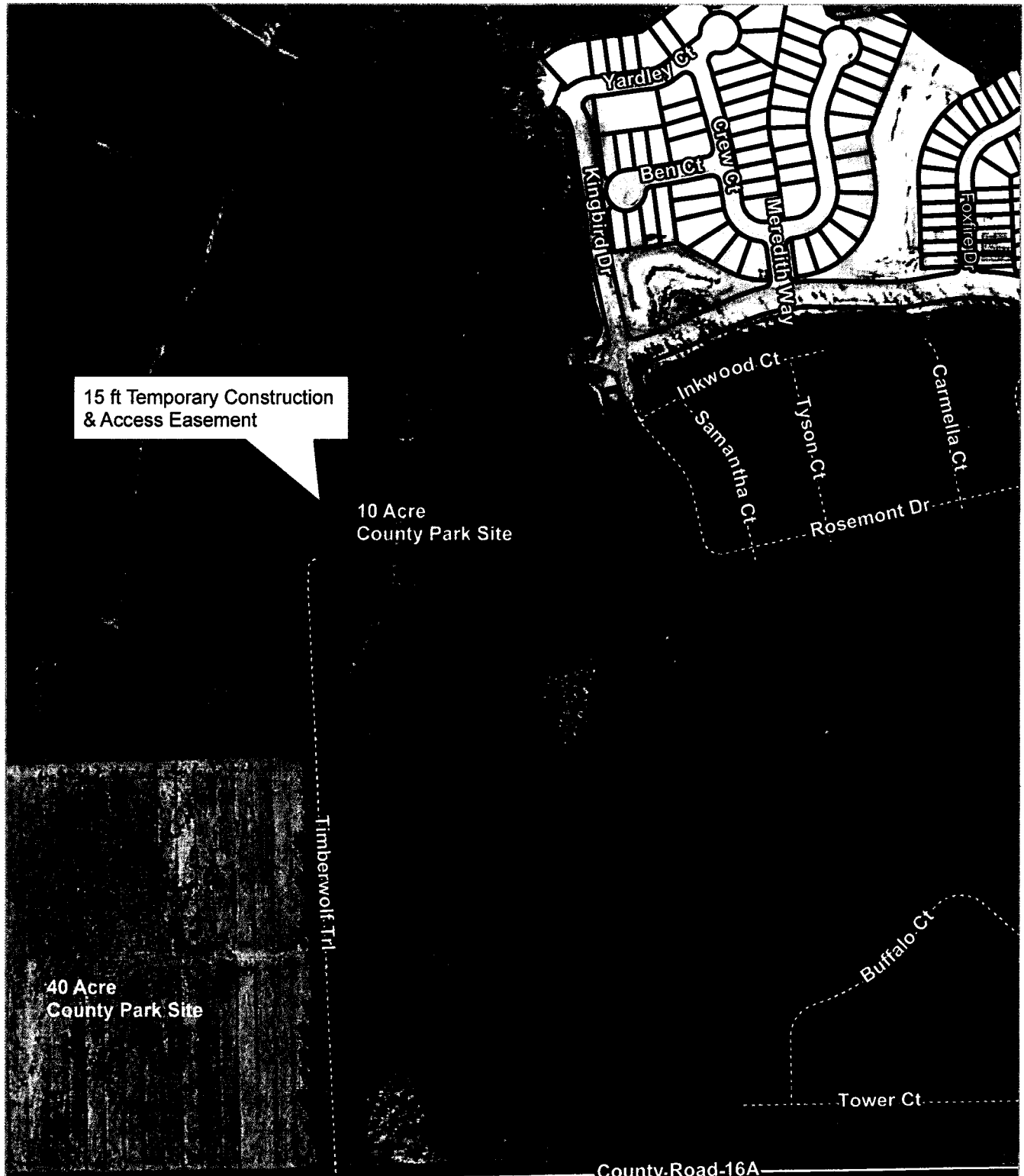
PARK SITE

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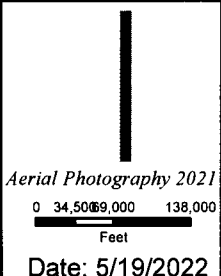
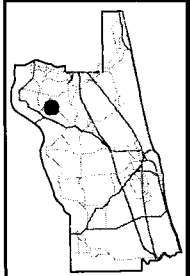


15 ft Temporary Construction & Access Easement

10 Acre County Park Site

40 Acre County Park Site

County Road-16A



Temporary Construction and Access Easement Agreement

10 ac County Park Site

Land Management Systems Real Estate Division (904) 209-0782

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.

