

RESOLUTION NO. 2023- 158

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 FOR PROPERTY REQUIRED FOR A POND SITE TO SERVE COUNTY ROAD 2209 SEGMENT.

RECITALS

WHEREAS, the owners, TR WCC Property Owner, LLC, a Delaware limited liability company, has agreed to sell property it owns and has executed a Purchase and Sale Agreement for fee simple ownership of 3.70 acres of property for \$1,315,000.00, located off planned County Road 2209, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, the property is required for storm water treatment associated with the construction of a segment of County Road 2209 right of way; and

WHEREAS, it is in the best interest of the County to acquire this property to improve 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 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 of the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the original Purchase and Sale Agreement form attached, and take all steps necessary to move forward to close this transaction.

Section 3. 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.

Section 4. The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerk's Office.

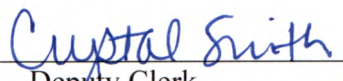
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of may, 2023.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

Christian Whitehurst, Chair

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

By: 
Deputy Clerk

Rendition Date MAY 16 2023



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and effective as of _____, 2023 (the “Effective Date”) 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 **TR WCC Property Owner LLC**, a Delaware limited liability company (“Seller”), whose address is c/o Barings LLC, 300 South Tryon, Suite 2500, Charlotte, NC 28202.

WITNESSETH:

WHEREAS, the County is desirous of purchasing 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 the property shown in **Exhibit “A”**, attached hereto, incorporated by reference and made a part hereof, (hereinafter “Property”); and

NOW THEREFORE, it is mutually agreed as follows:

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

2. Purchase Price and Deposit.

(a) The purchase price (“Purchase Price”) is One million three hundred fifteen thousand dollars (**\$1,315,000**), subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Deposit to be held in Escrow by Escrow Agent (hereinafter defined)	Due within forty-five (45) days of Commission Approval (hereinafter defined)	\$101,500.00
(ii) Impact Fee Credit Agreement ¹	Due within sixty (60) days of Commission Approval and execution of said agreement.	\$300,000.00
(iii) Cash to Close	Closing Day	\$913,500.00
TOTAL PURCHASE PRICE		\$1,315,000.00

Payment of \$1,015,000.00 of the Purchase Price (or \$1,315,000.00 in the case of the circumstances

¹ Per the Impact Fee Credit Agreement, the Buyer will award impact fee credits in the amount of \$300,000.00. In the event that, in order to avoid delay in the construction of Seller’s project, Seller is required to purchase impact fee credits prior to St. Johns County’s approval and signing of the Impact Fee Agreement, then the \$300,000.00 amount set forth above shall convert to a cash payment, such that the total purchase price will remain \$1,315,000.00 but the impact fee credits will no longer be considered partial consideration applied towards the Purchase Price.

described in Footnote 1 on the previous page) shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (45) 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, 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

(iv) Regarding the Corrective Deed recorded in Official Records Book 5680, Page 938, the permitted exceptions described in Exhibit B and the protective covenants described in Exhibit C to the deed for the Property (and other property) to Seller, with the exception of the permitted exceptions in Exhibit B pertaining to special assessments imposed by the World Commerce Community Development District (WC CDD)(Specifically nos. 1, 6, 7, 9 and 10). Seller agrees to execute documents necessary, prior to closing, to release the Property from the imposition of WC CDD special assessments. Buyer will coordinate with WC CDD regarding the documents necessary to release the Property or otherwise ensure that the Property is not subject to such special assessments after closing.

(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 shall have ten (10) days after its receipt of the Title Notice in which to respond to Buyer, which response shall notify Buyer which defects that Seller will elect to cure, if any ("Seller's Response"). If Seller does not send Seller's Response within said 10-day period, Seller shall be deemed to have elected to not cure any defect. In the event Seller elects not to cure any particular defect, Buyer shall have ten (10) days in which to either (i) accept such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price, or (ii) terminate this Agreement and receive a return of the Deposit upon which the parties shall have no further obligations under this Agreement other than those that expressly survive such termination. If Buyer does elect to proceed with the transaction (or if Buyer does not terminate this Agreement within the 10-day time period set forth in the preceding sentence), then Buyer shall be deemed to have elected to move forward and purchase the Property, and the Deposit shall become non-refundable except in the event of a Seller default, or except as to any termination right of Buyer relating to the Inspection Termination Date set forth below, or except in the event that Seller does not cure any defect that it elected to cure within the time period set forth in the following sentences. If Seller elects to cure any particular defects included in the Title Notice, at Seller's sole option and expense, Seller shall have sixty (60) days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension of the Closing

Date as necessary). If after the expiration of such 60-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. **Closing.** The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, Estate Title of St. Augustine, Inc., on or before (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE. The Closing may only be extended by a written agreement between both parties or as otherwise expressly provided in this Agreement.

5. **Prorations.** Any real property taxes and special assessments shall be prorated on the basis of the 2022 taxes at the highest allowable discount.

6. **Seller's Representations.** Seller represents to Buyer that it owns fee simple title to the 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) Special 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 Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by Seller.

(iii) 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 (as hereinafter defined)(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 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. **Closing Expenses.** Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed. Seller will be responsible for recording fees for documents related to clearing the title of the property for closing, documentary stamps on the deed and

property taxes to the day of Closing. Each party shall bear the expense of its own legal counsel.

9. **Survey and Legal Description.** Between this date and Closing, Buyer, at its sole discretion, may 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.

10. **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 for the purpose of physically inspecting the 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; provided that Buyer shall not perform any invasive testing such as a Phase 2 Environmental Study without the prior written approval of Seller, which will not be unreasonably withheld. 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 non-proprietary documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within its 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. If Buyer determines that the 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 and the parties shall have no further rights or obligations under this Agreement except for those that expressly survive such termination.

11. **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 receive an immediate refund of the Deposit, and then at its option either may terminate this Agreement and sue for damages, not to exceed \$100,000 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, 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. **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.

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. **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.

15. **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.

16. **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 and the parties hereto shall have no further rights or obligations hereunder, except those that expressly survive such termination.

17. **Assignability.** 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. **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: **TR WCC Property Owner LLC
c/o Barings LLC
300 South Tyson, Suite 2500
Charlotte, NC 28202**

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

21. **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.

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. Commission Dues. If real estate commission is due, the Seller will be responsible for that payment.

24. 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. Buyer's signature below shall constitute Buyer's representation that this requirement/condition has been satisfied.

25. 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.

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.)

27. Amendment. Notwithstanding any other provision contained in this Agreement, the Closing Date may be extended by the County and the Seller (by mutual agreement of the parties) 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 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.

29. Construction Agreement. During the design phase for the construction of the future CR 2209, the Buyer will coordinate with the Seller regarding design and construction of the item set forth below. The County will include this design item in the CR 2209 construction contract. Buyer shall construct the below item concurrently with the construction of CR 2209.

(a) Median Opening. The Buyer shall provide the Seller with one full median opening at its primary access connection to CR 2209, as allowed by the St. Johns County Land Development Code at the time of design for CR 2209 and consistent with the site plan attached hereto as Exhibit "B".

30. Utility Easement. Seller is in the process of relocating certain utility lines located on the Property and Seller's remaining property, which relocation will be memorialized by an easement recorded in the Public Records of St. Johns County, Florida. Said utility lines will be relocated to an area shown on Exhibit "C" attached hereto. Notwithstanding any prohibition herein relating to further encumbering the Property after the Effective Date hereof and prior to Closing, the parties acknowledge the relocation and the Buyer hereby agrees that Seller may record a document in the Public Records of St. Johns County,

Florida evidencing and memorializing the relocation, and if the same is not recorded prior to Closing, then Buyer agrees that it will, as the then-owner of the Property, execute any such easement/memorandum evidencing the relocation, provided that the same is materially the same as the relocation identified in **Exhibit "C"**.

[Signature Page(s) Follow]

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

WITNESSES:

Chelsey Horan 4/26/23
Signature Date

Chelsey Horan
Print Witness Name

Cole Wasowicz 4/26/23
Signature Date

Cole Wasowicz
Print Witness Name

SELLER:

TR WCC PROPERTY OWNER LLC,
a Delaware limited liability company

By: TR-Foundry WCC JV LLC,
a Delaware limited liability company,
its Sole Member

By: TR World Commerce Center LLC,
a Delaware limited liability company,
its Managing Member

By: Barings LLC,
a Delaware limited liability company,
its non-member manager

By: Cassie McCrain
Name: Cassie McCrain
Title: Managing Director

WITNESSES:

Signature Date

Print Witness Name

Signature Date

Print Witness Name

ATTEST:

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

By: _____
Deputy Clerk

BUYER:

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

By: _____
Name: Hunter S. Conrad Date
Title: County Administrator

Legally Sufficient:

By: _____
County Attorney Date

Deposit received by

_____,
(Escrow Agent), which the Escrow Agent agrees to
return in accordance with the terms and conditions
within the Agreement.

ESCROW AGENT

By:

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

The Property

A PORTION OF LOT 7 OF THE SUBDIVISION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST JOHNS COUNTY, FLORIDA

WORLD COMMERCE CENTER (SWMF)

A PORTION OF LOT 7 OF THE SUBDIVISION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1368, PAGE 301 OF THE PUBLIC RECORDS OF SAID COUNTY, WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (FORMERLY KNOWN AS NINE MILE ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 50 DEGREES 37 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, 1219.18 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 2209 (A 200' RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3202, PAGE 580 OF SAID PUBLIC RECORDS); THENCE ALONG SAID RIGHT OF WAY SOUTH 1 DEGREE 47 MINUTES 49 SECONDS WEST, 131.02; THENCE CONTINUE ALONG THE RIGHT OF WAY SOUTH 47 DEGREES 01 MINUTES 43 SECONDS EAST, 1060.47 FEET TO A CURVE OF TANGENCY, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 884.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 57 MINUTES 39 SECONDS EAST AND A CHORD DISTANCE OF 878.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 37 MINUTES 53 SECONDS EAST, 480.00 FEET; THENCE SOUTH 39 DEGREES 38 MINUTES 54 SECONDS EAST, 335.00 FEET TO THE NORTHWESTERLY LINE OF CONSERVATION EASEMENT NO. 1 AS RECORDED IN SAID OFFICIAL RECORDS BOOK 1974, PAGE 1082; THENCE ALONG THE LINES OF SAID CONSERVATION EASEMENT NO. 1, SOUTH 57 DEGREES 22 MINUTES 39 SECONDS WEST, 179.58 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1106, PAGE 68 OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE NORTH 72 DEGREES 04 MINUTES 27 SECONDS WEST, ALONG SAID NORTHERLY LINE, 61.31 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 36 SECONDS WEST 43.75 FEET; THENCE S 72 DEGREES 05 MINUTES 33 SECONDS EAST, 75.67 FEET; THENCE SOUTH 57 DEGREES 22 MINUTES 39 SECONDS WEST, 375.28 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 2209 (A 200' RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3202, PAGE 580 OF SAID PUBLIC RECORDS, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 293.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 18 DEGREES 53 MINUTES 45 SECONDS WEST AND A CHORD DISTANCE OF 292.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING

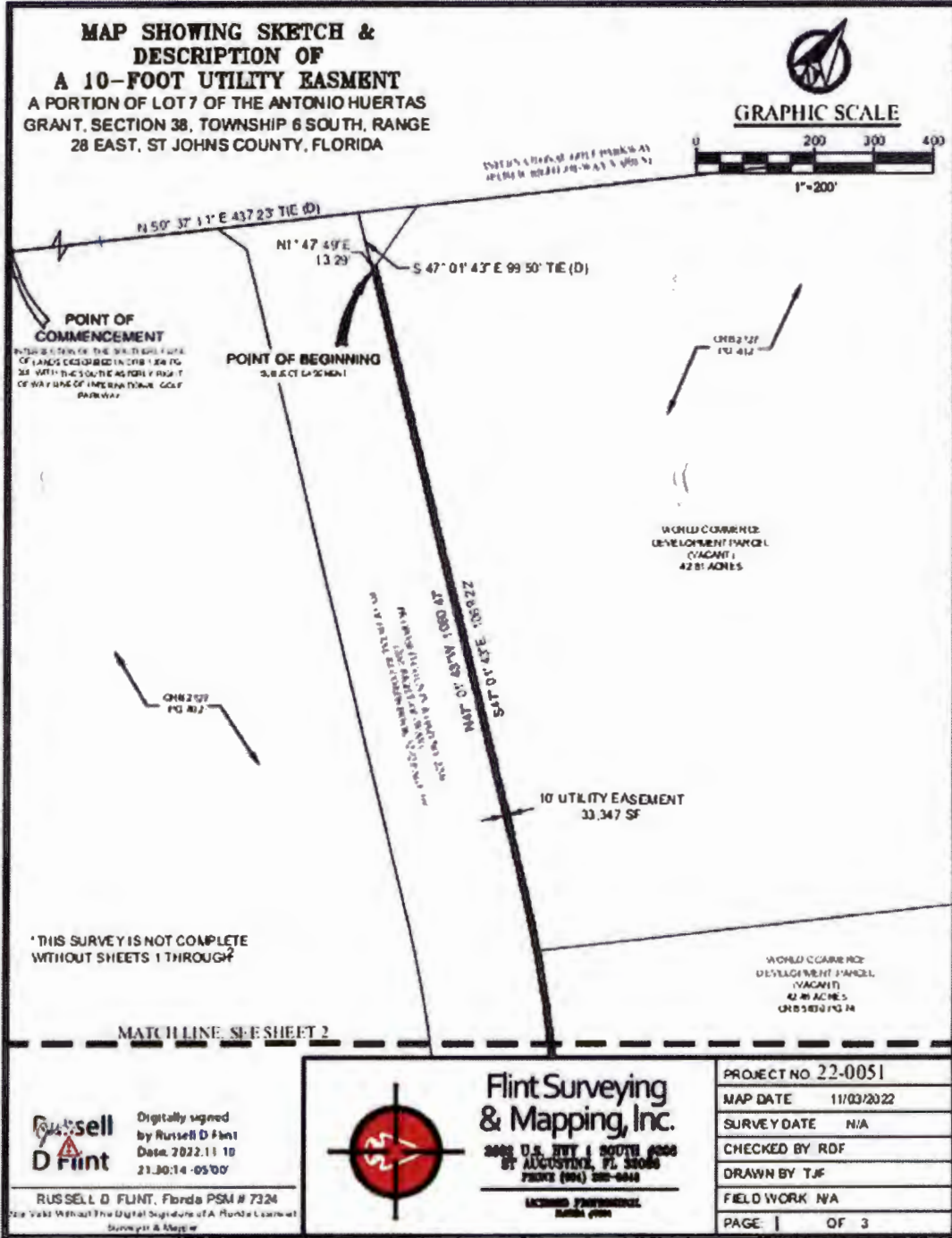
CONTAINING 3.70 ACRES MORE OR LESS

EXHIBIT "B"

CR 2209 Median Site Plan



EXHIBIT "C"
Relocation Easement Area

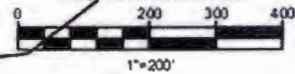


**MAP SHOWING SKETCH &
DESCRIPTION OF
A 10-FOOT UTILITY EASEMENT
A PORTION OF LOT 7 OF THE ANTONIO HUERTAS
GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE
28 EAST, ST JOHNS COUNTY, FLORIDA**

WORLD CORNERSTONE
DEVELOPMENT PARCEL
(VACANT)
42.41 ACRES



GRAPHIC SCALE



MATCH LINE: SEE SHEET 1

WORLD CORNERSTONE
DEVELOPMENT PARCEL
(VACANT)
42.48 ACRES

PARTIAL OF AN ORIGINAL SURVEY
 OF THE ANTONIO HUERTAS GRANT
 SECTION 38, TOWNSHIP 6 SOUTH,
 RANGE 28 EAST, ST. JOHNS COUNTY,
 FLORIDA. RECORDED IN THE PUBLIC
 RECORDS OF ST. JOHNS COUNTY,
 FLORIDA, BOOK 2291, PAGE 25A.

L=1177.63, R=2100.00
Δ=32°07'48"
CB N30°57'48"W
CD 1162.28

L=1169.55, R=2110.00
Δ=31°49'31"
CB S31°08'57"E
CD 1154.64

10' UTILITY EASEMENT
33,347 SF

ORB 2127 PG 402

ORB 5630 PG 74

N49°57'07"E 10.00'

N32°37'20"W 30.51'

N57°22'39"E 1068.29'

S57°22'39"W 1091.93'

S32°37'20"E 41.82'

PART OF CONSERVATION
EASEMENT

CONSERVATION EASEMENT
PARCEL 1
OFFICIAL RECORDS BOOK
2018, PAGE 25A/P18

*THIS SURVEY IS NOT COMPLETE
WITHOUT SHEETS 1 THROUGH 2



**Flint Surveying
& Mapping, Inc.**

2002 U.S. HWY 1 SOUTH #200
ST AUGUSTINE, FL 32086
PHONE (904) 282-0240

LICENSED PROFESSIONAL
SURVEYOR

PROJECT NO	22-0051
MAP DATE	11/03/2022
SURVEY DATE	N/A
CHECKED BY	RDF
DRAWN BY	TJF
FIELD WORK	N/A
PAGE	2 OF 3

RUSSELL D. FLINT, Florida PS&M # 7324
 (Do Not Write The Digital Signature of A Florida Licensed
 Surveyor & Mapper)

**MAP SHOWING SKETCH & DESCRIPTION OF
A 10-FOOT UTILITY EASEMENT**

A PORTION OF LOT 7 OF THE ANTONIO HUERTAS GRANT, SECTION 38,
TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

DESCRIPTION 10' UTILITY EASEMENT

A 10 FOOT WIDE UTILITY EASEMENT SITUATED WITHIN A PORTION OF LOT 7 OF THE ANTONIA HUERTAS GRANT TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO ADJACENT TO AND ON THE NORTHEASTERLY SIDE OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO 2209 (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), ALSO ADJACENT TO AND ON THE NORTHWESTERLY SIDE OF THE SOUTHEASTERLY LINE OF A PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 5830 PAGE 74 & OFFICIAL RECORDS BOOK 2127 PAGE 402, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING FROM A POINT BEING THE INTERSECTION OF THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1388 PAGE 301 WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, THENCE NORTH 50° 37' 11" E A DISTANCE OF 437.21 FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL GOLF PARKWAY, THENCE S 47° 01' 43" E A DISTANCE OF 99.50 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID CR 2209 TO THE POINT OF BEGINNING

THENCE FROM SAID POINT OF BEGINNING N 01° 47' 49" E A DISTANCE OF 13.29 FEET TO A POINT WHICH LIES 10 FEET NORTHEASTERLY AND PERPENDICULARLY FROM SAID CR 2209, THENCE ALONG A LINE WHICH RUNS 10 FEET SOUTHEASTERLY AND PARALLEL TO SAID CR 2209 THE FOLLOWING 2 CALLS (1) S 47° 01' 43" E A DISTANCE OF 1089.22 FEET, (2) THENCE ALONG A 2110 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY A DISTANCE OF 1169.55 FEET, (CHORD BEARS S 31° 08' 57" E, 1154.64 FEET), TO A POINT WHICH LIES 10 FEET NORTHWESTERLY AND PERPENDICULAR TO THE SOUTHEASTERLY PROPERTY LINE OF A PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 2127 PAGE 402 AND OFFICIAL RECORDS BOOK 5830 PAGE 74, THENCE NORTHEASTERLY ALONG A LINE BEING PARALLEL TO AND 10 FEET NORTHWESTERLY OF SAID SOUTHEASTERLY LINE OF THE PARCEL, N 57° 22' 39" E A DISTANCE OF 1088.29 FEET (SAID LINE CROSSES THROUGH A CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3008 PAGE 237-288), THENCE N 32° 37' 20" W A DISTANCE OF 30.51 FEET TO THE SOUTHERLY LINE OF A CELL TOWER PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1075 PAGE 250, THENCE N 49° 57' 07" E A DISTANCE OF 10.08 FEET ALONG SAID SOUTH LINE OF CELL TOWER PARCEL, THENCE LEAVING SAID CELL TOWER PARCEL LINE S 32° 37' 20" E A DISTANCE OF 41.82 FEET TO THE SOUTH LINE OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 5830 PAGE 74 AND OFFICIAL RECORDS BOOK 2127 PAGE 402, THENCE S 57° 22' 39" W A DISTANCE OF 1091.93 FEET ALONG SAID SOUTH BOUNDARY LINE AND CROSSING SAID CONSERVATION EASEMENT, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO 2209, THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 CALLS (1) THENCE ALONG A 2100 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY A DISTANCE OF 1177.63 FEET (CHORD BEARS N 30° 57' 48" W, 1162.28 FEET), (2) THENCE N 47° 01' 43" W A DISTANCE OF 1080.47 FEET TO THE POINT OF BEGINNING CONTAINS 33.347 SQ FT MORE OR LESS

NOTES

- 1 THIS IS NOT A BOUNDARY SURVEY
- 2 THE BEARINGS SHOWN UPON THIS SURVEY ARE BASED ON (NAD 83) NORTH AMERICAN DATUM OF 1983 2011 ADJUSTMENT, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE WITH THE WEST RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY AS BEING N 50° 37' 11" E

ABBREVIATION

- PID # - PARCEL IDENTIFICATION NUMBER
- (P) - PER PLAT
- (M) - MEASURED
- ℄ - PROPERTY LINE


*THIS SURVEY IS NOT COMPLETE WITHOUT SHEETS 1 THROUGH 2



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SURVEYOR

PROJECT NO	22-0051
MAP DATE	11/03/2022
SURVEY DATE	N/A
CHECKED BY	ROF
DRAWN BY	TJF
FIELD WORK	N/A
PAGE	3 OF 3




 Aerial Photography 2021
 Date: 6/1/2022

CR 2209
 Storm water
 pond site

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