

RESOLUTION NO. 2024-18

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 AN EASEMENT FOR UTILITIES FOR A RECLAIMED WATER TRANSMISSION MAIN TO BE LOCATED NEAR LAW ENFORCEMENT WAY.

RECITALS

WHEREAS, Senate Bill 64 was enacted by the Florida Legislature in 2021, requiring domestic wastewater utilities to reduce or eliminate non-beneficial surface water discharge by January 1, 2032; and

WHEREAS, St. Johns County recently acquired a parcel located off State Road 207, west of I-95, to construct a new Water Reclamation Facility to accept flows from the State Road 207 and Anastasia Island wastewater service areas to reduce the surface water discharge from the Anastasia Island Water Reclamation Facility to meet the goals of Senate Bill 64; and

WHEREAS, the new Water Reclamation Facility will expand the wastewater treatment and water reclamation capacity for the State Road 207 and Anastasia Island wastewater service areas which has recently seen rapid growth; and

WHEREAS, Nine Mile Hunt Club, LLC has executed and presented to St. Johns County a Purchase and Sale Agreement for Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, allowing the County to purchase an easement across a portion of their property; and

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

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

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


2. The Board of County Commissioners hereby approves the terms and conditions of the Purchase and Sale Agreement for Easement for Utilities and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County and move forward to close the transaction.

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.

4. The Clerk of Court is instructed to file the original Purchase and Sale Agreement in the office of the Clerk of Court.


PASSED AND ADOPTED this 16th day of January, 2024.

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

BY: 
Sarah Arnold, Chair

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

Rendition Date: JAN 18 2024


Deputy Clerk



**PURCHASE AND SALE AGREEMENT FOR
EASEMENT FOR UTILITIES**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 20____, 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 **NINE MILE HUNT CLUB, LLC**, a Florida limited liability company ("Seller"), whose address is 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32082.

WITNESSETH:

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

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

NOW THEREFORE, it is mutually agreed as follows:

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

2. Purchase Price. The purchase price ("Purchase Price") for the Easement is One Thousand Three Hundred and 00/100 Dollars (\$1,300.00). The Purchase Price shall be in cash or other immediately available funds.

Said Easement for Utilities shall contain substantially the same terms and conditions as set forth on the Easement for Utilities outline attached hereto as Exhibit "B" and by this reference incorporated herein.

3. Closing. Unless extended by the terms of Section 24, or other provisions hereof, the closing of the sale of the Easement Area ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, or at a title company, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

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

5. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer an Easement for Utilities.

(b) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of recording the easement, including documentary stamps and title insurance and Seller will pay costs to clear the title, real estate commission, if any, and property taxes due to day of closing. Buyer shall bear the expense of its own legal counsel and the reasonable expense of legal counsel representing Seller which shall not exceed two thousand dollars (\$2,000.00).

7. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Easement Area for the purpose of physically inspecting the Easement Area and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis and Permitting to determine the Easement Area's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Buyer agrees to provide Seller with copies of all reports conducted on the Easement Area. If Buyer determines that the Easement Area is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date.

8. Default.

(a) Default by Seller. If Seller defaults in performance of any of Seller's obligations in this Agreement, other than a breach of any warranty or representation, Buyer may terminate this Agreement, as Buyer's sole and exclusive remedy for any such default, Buyer 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.

(b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit, if there is one, as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

9. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into

the Easement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

11. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

12. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

13. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit, if there is one, shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

16. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

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

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

Seller: Nine Mile Hunt Club, LLC
700 Ponte Vedra Lakes Boulevard
Ponte Vedra Beach, Florida 32082

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

19. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

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

21. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

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

23. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

24. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and the Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

25. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

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

WITNESSES:

Jean Patton 1/2/24
Signature Date

Jean Patton
Print Name

Mark C. Bryan 1/2/24
Signature Date

MARK C. BRYAN
Print Name

SELLER:

NINE MILE HUNT CLUB, LLC

Arthur E. Lancaster
Print Name: ARTHUR E. LANCASTER

Title: VICE PRESIDENT

Date: 1/2/24

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

WITNESSES:

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

Signature Date

Print

Signature Date

Print

By: _____

Joy Andrews
County Administrator

Date: _____

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

Deputy Clerk

EXHIBIT "A"

EASEMENT A

A PART OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2574, PAGES 1558 THROUGH 1559 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 76 DEGREES 25 MINUTES 23 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS AND ITS WESTERLY PROLONGATION AND THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 874, PAGE 1140 OF SAID PUBLIC RECORDS, 664.21 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4301, PAGE 871 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 76 DEGREES 25 MINUTES 23 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 38.90 FEET; THENCE SOUTH 60 DEGREES 48 MINUTES 58 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 95.40 FEET; THENCE SOUTH 72 DEGREES 59 MINUTES 46 SECONDS WEST DEPARTING FROM SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 196.32 FEET TO AN INTERSECTION WITH SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140; THENCE SOUTH 84 DEGREES 14 MINUTES 17 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 153.89 FEET; THENCE NORTH 72 DEGREES 59 MINUTES 46 SECONDS EAST DEPARTING FROM SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 337.47 FEET TO THE POINT OF BEGINNING.

EASEMENT B

A PART OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2574, PAGES 1558 THROUGH 1559 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 76 DEGREES 25 MINUTES 23 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS AND ITS WESTERLY PROLONGATION AND THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 874, PAGE 1140 OF SAID PUBLIC RECORDS, 703.11 FEET; THENCE SOUTH 60 DEGREES 48 MINUTES 58 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 287.97 FEET; THENCE SOUTH 84 DEGREES 14 MINUTES 17 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 375.04 FEET; THENCE SOUTH 12 DEGREES 04 MINUTES 14 SECONDS EAST

DEPARTING FROM SAID NORTHERLY LINE, 20.12 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 874, PAGE 1140, THENCE NORTH 84 DEGREES 14 MINUTES 17 SECONDS EAST ALONG SAID SOUTHERLY LINE, 63.81 FEET; THENCE SOUTH 72 DEGREES 59 MINUTES 46 SECONDS WEST DEPARTING FROM SAID SOUTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 579.61 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140; THENCE NORTH 71 DEGREES 37 MINUTES 05 SECONDS EAST ALONG SAID SOUTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 517.17 FEET TO THE POINT OF BEGINNING.

EASEMENT C

A PART OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2574, PAGES 1558 THROUGH 1559 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 76 DEGREES 25 MINUTES 23 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS AND ITS WESTERLY PROLONGATION AND THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 874, PAGE 1140 OF SAID PUBLIC RECORDS, 703.11 FEET; THENCE SOUTH 60 DEGREES 48 MINUTES 58 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 287.97 FEET; THENCE SOUTH 84 DEGREES 14 MINUTES 17 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 375.04 FEET; THENCE SOUTH 71 DEGREES 37 MINUTES 05 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 103.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 71 DEGREES 37 MINUTES 05 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 617.53 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2996, PAGE 1088 OF SAID PUBLIC RECORDS; THENCE NORTH 11 DEGREES 28 MINUTES 58 SECONDS WEST ALONG SAID WESTERLY LINE, 14.92 FEET THENCE NORTH 72 DEGREES 59 MINUTES 46 SECONDS EAST DEPARTING FROM SAID WESTERLY LINE, 615.92 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" TO PURCHASE & SALE AGREEMENT

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 20__ by **NINE MILE HUNT CLUB, LLC**, a Florida limited liability company, with an address of 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, FL 32082, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground, water distribution system, gravity sewer collection system, and sewer force mains, reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, sewer and/or reuse utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water, sewer and/or reuse utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water, sewer and/or reuse utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. (a) WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, and shall be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

NINE MILE HUNT CLUB, LLC

Witness Signature

By: _____

Print Name: _____

Print Name

Title: _____

Witness Signature

Print Name

**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 _____, 20____, by _____, on behalf of Nine Mile Hunt Club, LLC, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public: _____

My Commission Expires: _____

EXHIBIT "A"

EASEMENT AREA

EASEMENT A

A PART OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2574, PAGES 1558 THROUGH 1559 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 76 DEGREES 25 MINUTES 23 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS AND ITS WESTERLY PROLONGATION AND THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 874, PAGE 1140 OF SAID PUBLIC RECORDS, 664.21 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4301, PAGE 871 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 76 DEGREES 25 MINUTES 23 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 38.90 FEET; THENCE SOUTH 60 DEGREES 48 MINUTES 58 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 95.40 FEET; THENCE SOUTH 72 DEGREES 59 MINUTES 46 SECONDS WEST DEPARTING FROM SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 196.32 FEET TO AN INTERSECTION WITH SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140; THENCE SOUTH 84 DEGREES 14 MINUTES 17 SECONDS WEST ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 153.89 FEET; THENCE NORTH 72 DEGREES 59 MINUTES 46 SECONDS EAST DEPARTING FROM SAID NORTHERLY LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, 337.47 FEET TO THE POINT OF BEGINNING.

EASEMENT B

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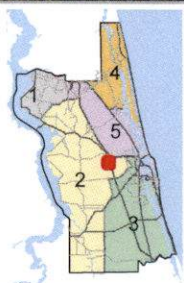
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EASEMENT C

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Easement Area



2023 Aerial Imagery

Date: 12/21/2023

Nine Mile Hunt Club, LLC

Easement for Utilities



Land Management
Systems
(904) 209-0764

Disclaimer:
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