

RESOLUTION NO. 2024-211

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A DEED OF DEDICATION AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN ACCESS EASEMENT AGREEMENT FOR PROPERTY TO BE USED FOR A COMBINED FIRE STATION AND SHERIFF FACILITY OFF OF CR210 ON ACCOLADE AVENUE FROM TWIN CREEKS SPE, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO ST. JOHNS COUNTY AS REQUIRED IN THE DEVELOPMENT ORDER TO DONATE UP TO THREE (3) ACRES OF PROPERTY FOR A FIRE STATION.

RECITALS

WHEREAS, Twin Creeks SPE, LLC, a Florida limited liability company, has presented to St. Johns County a Deed of Dedication for a combined fire station and sheriff facility, attached as Exhibit "A," incorporated by reference and made a part hereof, conveying a 2.52 acre parcel for use as a combined fire station and sheriff facility; and

WHEREAS, SP Legend Point 4, LLC, an Indiana limited liability company, has presented to St. Johns County an Access Easement Agreement over Accolade Avenue, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, which is a private roadway, giving access to the future fire station and sheriff facility; and

WHEREAS, the Deed of Dedication will satisfy a requirement for a fire station as set forth in the Amended and Restated Development Order for a portion of Twin Creeks in Resolution No. 2021-410 and adopted on September 21, 2021; and

WHEREAS, it is in the best interest of the County to accept the Deed of Dedication 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 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 accepts the Deed of Dedication and authorizes the County Administrator or designed, to execute an Access Easement Agreement for the purposes mentioned above.

Section 3. To the extent that there are typographical 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 record the original Deed of Dedication and Access Easement Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of May, 2024.

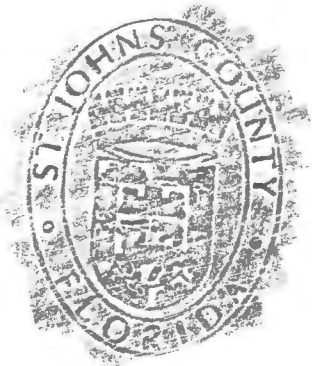
Rendition Date MAY 23 2024

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Sarah Arnold, Chair

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

By: Crystal Smith
Deputy Clerk



Prepared by:
St. Johns County
Debbie Taylor
500 San Sebastian View
St. Augustine, Florida 32084

Exhibit "A" to Resolution

**DEED OF DEDICATION
FIRE STATION and SHERIFF FACILITY**

THIS INDENTURE, made this ____ day of _____, 2024, BETWEEN, **TWIN CREEKS SPE, LLC**, a Florida limited liability company, whose address is One Town Center Road, Ste 600, Boca Raton, Florida 33486 hereinafter called Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called Grantee.

WITNESSETH: that for and in consideration of the acceptance of this Dedication by the Grantee, said Grantor does hereby give, grant, dedicate, and convey to the Grantee, its successors and assigns forever, the following described land, situate in St. Johns County, Florida, to wit:

PROPERTY AS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

TO HAVE AND HOLD the same unto the Grantees, its successors and assigns forever, in fee simple for a combined fire station and sheriff facility.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

**Signed and Sealed
in Our Presence:**

(sign) _____
(print) _____

(sign) _____
(print) _____

**GRANTOR
TWIN CREEKS SPE LLC,
a Florida limited liability company**

By: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024,
by means of () physical presence or () remote notarization
by _____. Who is/are personally known to me or
has/have produced _____ as identification.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

A PORTION OF SECTION 10, LYING IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD RIGHT OF WAY, (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA EAST COAST RAILWAY COMPANY RIGHT OF WAY AND TRACK MAP, DATED DECEMBER 31, 1927) AND THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 RE-ALIGNMENT, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78020; THENCE SOUTHWESTERLY, NORTHEASTERLY, NORTHWESTERLY, AND SOUTHEASTERLY, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210 RE-ALIGNMENT, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 48°59'07" WEST, 118.10 FEET; COURSE NO. 2: SOUTH 44°53'31" WEST, 682.53 FEET; COURSE NO. 3: SOUTH 69°13'29" WEST, 48.54 FEET; COURSE NO. 4: NORTH 44°53'31" EAST, 8.89 FEET; COURSE NO. 5: NORTH 40°36'08" WEST, 266.33 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 43°53'55" WEST, 238.00 FEET; THENCE SOUTH 48°59'58" WEST, ALONG AN EASTERLY LINE AND IT EASTERLY PROLONGATION OF THE ROADWAY PARCEL DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5722, PAGES 1800 THROUGH 1855 OF THE PUBLIC RECORDS OF SAID COUNTY, 330.75 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID ROADWAY PARCEL AND A POINT ON THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE AND SAID EASTERLY LINE OF THE ROADWAY PARCEL, BEING CONCAVE WESTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 199.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°41'08" EAST, 198.26 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°41'52" WEST ALONG SAID EASTERLY LINE OF THE ROADWAY PARCEL, 162.77 FEET, TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID ROADWAY PARCEL; THENCE NORTH 46°06'05" EAST ALONG AN EASTERLY LINE OF SAID ROADWAY PARCEL AND SAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 RE-ALIGNMENT, 584.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.52 ACRES, MORE OR LESS.

Exhibit “B” to Resolution

PREPARED BY AND AFTER
RECORDING RETURN TO:

Julie Elliott, Esq.
Scannell Properties
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

Parcel No.: Portion of 0237000180

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this “Agreement”), is made as of the ____ day of _____, 2024, by and between SP LEGEND POINT 4, LLC, an Indiana limited liability company (“Grantor”), and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (“Grantee”).

RECITALS

A. Grantor is the fee simple owner of certain real property located in St. Johns County, Florida, which property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (“Grantor Property”).

B. Grantee is the fee simple owner of certain real property located in St. Johns County, Florida, which property is adjacent to the Grantor Property and is more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. (“Grantee Property”).

C. Grantor desires to grant to Grantee and Grantee desires to obtain from Grantor a non-exclusive access easement on, over and across the Grantor Property for the purpose of providing the Grantee Property with vehicular and pedestrian access over and across the Roadway (as defined herein) for the benefit of the Grantee Property.

GRANT AND AGREEMENT

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The foregoing recitals are hereby affirmed by the parties as true and correct and each such recital is incorporated herein by this reference.

2. Grant of Access Easement. Grantor hereby grants and conveys a perpetual, non-exclusive easement (the “Access Easement”) on, over, and across the Grantor Property (hereinafter also referred to as the “Access Easement Area”), to Grantee for the purpose of providing the Grantee Property and Grantee and its invitees, contractors, employees, grantees, successors and assigns with vehicular and pedestrian access on, over and across the Access Easement Area and paved roadway that has been constructed by Grantor in the Access Easement Area commonly known as “Accolade Avenue” (the

“Roadway”). Any uses of the Access Easement Area by Grantee other than as expressly provided for herein are prohibited without the prior written consent of Grantor.

3. Grantee Covenants.

- (a) Grantee’s rights under this Agreement are contingent upon the Grantee Property being utilized as a fire station. Grantee hereby covenants that the Grantee Property will be developed and utilized by Grantee as a fire station. In the event the Grantee Property is no longer utilized as a fire station, this Agreement shall automatically terminate and be of no further force and effect.
- (b) Grantee hereby covenants not to disturb, interfere, obstruct, or impede the use and enjoyment of the Access Easement Area and Roadway by Grantor or any others who have rights to the Roadway, including, without limitation not interfering with ingress and egress along the Roadway. Grantee shall at all times use the Access Easement Area in compliance with all applicable laws.
- (c) Grantee agrees that no building, structure, or other improvement or obstruction of any kind shall be located in the Access Easement Area or Roadway. Grantor may, without liability to Grantor and at the expense of Grantee, upon at least seven (7) days prior notice to Grantee (except in the case of an emergency, when reasonable notice given the circumstances shall be provided), remove and dispose of any of the aforesaid made or installed in violation of the above and restore such portion of the Access Easement Area to its prior condition.

4. Nature and Assignment of Easement and Rights. The Access Easement and rights granted herein, and, together with the burdens thereof and obligations associated therewith, shall: (a) run with and burden the Access Easement Area; (b) inure to the benefit of Grantee and its grantees, successors, and assigns; and (c) bind Grantor (as the owner of the Access Easement Area) and its grantees, successors, and assigns. References in this Agreement to Grantor and Grantee shall be construed to refer to Grantor, Grantee, their respective successors in title to the Grantor Property and Grantee Property, respectively, and otherwise to any owners of the Grantor Property and Grantee Property, respectively, from time to time.

5. Condition of the Access Easement Area. Grantee agrees that all of Grantee’s personal property of every kind or description which may at any time be on or in the Access Easement Area shall be on or in the Access Easement Area at Grantee’s sole risk or at the risk of those claiming through or under Grantee, and in no event shall Grantor be liable for the same, except as a result of the gross negligence or intentional misconduct of Grantor or its officers, members, managers, agents, employees, and contractors.

6. Reservation of Rights. Grantor hereby reserves to itself, its tenants, invitees, licensees, employees, successors and assigns the right to use the Access Easement Area for any lawful purpose, including but not limited to use of the Access Easement Area as improved driveway, or the location of utilities; provided any such use does not frustrate the purpose of this Agreement.

7. Indemnification. In consideration of the granting of the license, Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such claims are caused by the negligence of Grantee or any officer, employee, representative or agent of Grantee, including losses, damages, causes of action, claims, liabilities, cost and expenses and reasonable attorneys'

fees and court costs. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity nor as its consent to be sued by third parties. Grantee's liability is limited in an amount not to exceed the monetary limits on liability and attorney's fees and costs set forth in Section 768.28, Florida Statutes (2023), as may be amended. The provisions and limitations of Section 768.28, Florida Statutes (2023), as may be amended, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

8. Maintenance. Grantor shall be responsible for the maintenance and repairs of the Roadway, including those portions of the Roadway, all of which shall be maintained in a commercially reasonable manner. Notwithstanding the foregoing sentence, to the extent any maintenance or repair costs are incurred or necessitated resulting from the negligence or intentional misconduct of Grantee or its employees, agents, invitees or contractors, then Grantee shall pay all reasonable, direct and necessary costs and expenses for such maintenance and repair.

9. Owner. Grantor represents and warrants that (a) it is the fee simple owner of the Access Easement Area, and to the Grantor's knowledge, the Access Easement Area is encumbered only by easements, agreements and restrictions of record, and the lien of non-delinquent real estate taxes and assessments; and (b) it has the right to grant and convey the easement herein and all necessary organizational consents and requirements to execute this instrument have been obtained and satisfied.

10. Address and Notice. All communications directed to the parties shall be sent to the following address:

If to Grantor: SP Legend Point 4, LLC
Attn: Julie M. Elliott, Counsel
8801 River Crossing Blvd., Suite 300
Indianapolis, Indiana 46240

If to Grantee: St. Johns County, Florida
Attn: Joy Andrews, County Administrator
500 San Sebastian View
Saint Augustine, FL 32084

Attn: County Attorney's Office
500 San Sebastian View
Saint Augustine, FL 32804

Either party may change its address by giving written notice to the other party at the address above (or to which the above has been validly changed pursuant to this Section 10). All notices shall be sent certified or registered U.S. Mail or by national overnight delivery service, postage prepaid, and shall be deemed given the next business day after mailing for overnight delivery or three (3) business days after mailing for certified or registered mail.

11. Property Taxes. Grantor shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against the Grantor Property. Grantee shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against the Grantee Property.

12. Mechanic's Liens. Grantee agrees to promptly discharge (or cause to be discharged) all mechanic's, laborer's, materialmen's, supplier's or vendor's liens arising out of or connected with any activities by or through Grantee in, on or about the Access Easement Area.

13. Governing Law. The terms, covenants, conditions, and provisions of this Agreement shall be governed by (and construed in accordance with) the internal laws of the State of Florida. The paragraph headings are included only for convenience and shall not be construed to modify or affect the covenants, terms, or provisions of any paragraph herein.

14. Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

15. Enforcement. Failure to comply with the provisions of this Agreement shall be grounds for an action by the aggrieved party and such action may be maintained at the election of the aggrieved party against a non-complying party. Appropriate relief in any action brought to enforce this Agreement shall include, without limitation, damages, injunctive relief, specific performance, declaratory relief and the recovery of any damages, costs and reasonable attorney fees incurred by any party successfully enforcing this Agreement, as well as any and all other remedies available to the aggrieved party at law or in equity.

16. Amendment; Counterpart Execution. This Agreement may be amended, modified, or terminated at any time, but only by a written instrument executed by the Parties and their respective successors in title to their respective properties, cross-referencing this Agreement and recorded in the office of the Clerk of the Circuit Court and County Comptroller St. Johns County, Florida. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

17. General Agreements. This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein. This Agreement has been prepared as a result of the joint efforts of the parties hereto and, accordingly, the parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship. The paragraph headings used in this Agreement are for convenience of reference only and are not to be construed in interpreting this Agreement. The exhibits are attached hereto and made a part hereof. The recitals above are incorporated by reference and shall be a part of this Agreement.

18. Subordination of Liens. Grantor agrees that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon the Grantor Property shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, Grantor shall secure an executed consent and subordination from the holder thereof which shall be recorded in conjunction herewith.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK;

SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Access Easement Agreement as of the date first written above.

GRANTOR:

Signed and delivered in the presence of:

SP LEGEND POINT 4, LLC,
an Indiana limited liability company

Print Name: _____
8801 River Crossing Blvd, Suite 300
Indianapolis, IN 46240

By: _____
Marc D. Pflieger, Manager

Print Name: _____
8801 River Crossing Blvd, Suite 300
Indianapolis, IN 46240

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2024, by Marc D. Pflieger, the Manager of SP LEGEND POINT 4, LLC, an Indiana limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Witness my hand and notarial seal this ___ day of _____ 2024.

Notary Public

Printed Name

GRANTEE:

Signed and delivered in the presence of:

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

Print Name: _____
Address: _____

Print Name: _____
Address: _____

By: _____
Printed: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF ST. JOHNS)

Before me, a Notary Public in and for the above County and State, personally appeared _____, the _____ of St. Johns County, Florida, a political subdivision of the State of Florida, who acknowledged the execution of the foregoing Access Easement Agreement for and on behalf of said _____, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and notarial seal this ____ day of _____, 2024.

Notary Public

Printed Name

Exhibit A

Legal Description of Grantor Property and Access Easement Area

ROADWAY PARCEL:

A PORTION OF SECTIONS 3 AND 10, LYING IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD RIGHT OF WAY, (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA EAST COAST RAILWAY COMPANY RIGHT OF WAY AND TRACK MAP, DATED DECEMBER 31, 1927), WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 RE-ALIGNMENT, (AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78020); THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210 RE-ALIGNMENT, RUN THE FOLLOWING TWELVE COURSES: COURSE NO. 1) SOUTH 48 DEGREES 59 MINUTES 07 SECONDS WEST, 117.57 FEET; COURSE NO. 2) SOUTH 44 DEGREES 53 MINUTES 31 SECONDS WEST, 682.53 FEET; COURSE NO. 3) SOUTH 69 DEGREES 13 MINUTES 29 SECONDS WEST, 48.54 FEET; COURSE NO. 4) NORTH 44 DEGREES 53 MINUTES 31 SECONDS EAST, 8.89 FEET; COURSE NO. 5) NORTH 40 DEGREES 36 MINUTES 08 SECONDS WEST, 266.33 FEET; COURSE NO. 6) SOUTH 46 DEGREES 06 MINUTES 05 SECONDS WEST, 560.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING FOUR COURSES: COURSE NO. 1) SOUTH 38 DEGREES 56 MINUTES 37 SECONDS EAST, 245.85 FEET; COURSE NO. 2) SOUTH 51 DEGREES 03 MINUTES 21 SECONDS WEST, 181.31 FEET; COURSE NO. 3) NORTH 57 DEGREES 05 MINUTES 49 SECONDS WEST, 52.17 FEET; COURSE NO. 4) SOUTH 62 DEGREES 16 MINUTES 40 SECONDS WEST, 119.40 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF PHASE 3 CONSERVATION EASEMENT NO. 4, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4224, PAGE 769 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERLY LINE OF SAID CONSERVATION EASEMENT NO. 4, THE FOLLOWING TEN COURSES: COURSE NO. 1) NORTH 37 DEGREES 48 MINUTES 51 SECONDS WEST, 31.65 FEET; COURSE NO. 2) SOUTH 72 DEGREES 29 MINUTES 28 SECONDS WEST, 17.27 FEET; COURSE NO. 3) NORTH 61 DEGREES 05 MINUTES 32 SECONDS WEST, 23.21 FEET; COURSE NO. 4) NORTH 18 DEGREES 39 MINUTES 30 SECONDS WEST, 102.93 FEET; COURSE NO. 5) NORTH 34 DEGREES 37 MINUTES 00 SECONDS EAST, 29.84 FEET; COURSE NO. 6) NORTH 67 DEGREES 48 MINUTES 24 SECONDS WEST, 3.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 104.13 FEET; COURSE NO. 7) THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 65.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34 DEGREES 19 MINUTES 26 SECONDS WEST, 64.44 FEET TO A POINT ON SAID CURVE; COURSE NO. 8) NORTH 03 DEGREES 40 MINUTES 16

SECONDS WEST, 49.69 FEET; COURSE NO. 9) NORTH 00 DEGREES 47 MINUTES 00 SECONDS EAST, 161.37 FEET; COURSE NO. 10) NORTH 14 DEGREES 41 MINUTES 14 SECONDS EAST, 29.15 FEET; THENCE NORTH 49 DEGREES 05 MINUTES 59 SECONDS EAST, 174.10 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 50 SECONDS EAST, 146.44 FEET A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 83.94 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 68.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 01 MINUTES 12 SECONDS WEST, 66.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38 DEGREES 14 MINUTES 58 SECONDS WEST, 187.49 FEET; THENCE NORTH 41 DEGREES 01 MINUTES 56 SECONDS WEST, 382.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 333.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 23 MINUTES 39 SECONDS WEST, 93.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55 DEGREES 32 MINUTES 30 SECONDS WEST, 130.21 FEET; THENCE NORTH 78 DEGREES 06 MINUTES 18 SECONDS WEST, 142.13 FEET TO THE AFORESAID EASTERLY LINE OF CONSERVATION EASEMENT NO. 4; THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID CONSERVATION EASEMENT NO. 4, THE FOLLOWING NINE COURSES: COURSE NO. 1) NORTH 70 DEGREES 18 MINUTES 49 SECONDS WEST, 31.94 FEET; COURSE NO. 2) NORTH 01 DEGREES 31 MINUTES 47 SECONDS WEST, 13.47 FEET; COURSE NO. 3) NORTH 43 DEGREES 40 MINUTES 54 SECONDS WEST, 51.98 FEET; COURSE NO. 4) NORTH 64 DEGREES 33 MINUTES 44 SECONDS WEST, 49.77 FEET; COURSE NO. 5) SOUTH 61 DEGREES 06 MINUTES 46 SECONDS WEST, 43.38 FEET; COURSE NO. 6) SOUTH 41 DEGREES 04 MINUTES 10 SECONDS WEST, 27.43 FEET; COURSE NO. 7) SOUTH 64 DEGREES 10 MINUTES 40 SECONDS WEST, 40.36 FEET; COURSE NO. 8) SOUTH 28 DEGREES 56 MINUTES 44 SECONDS WEST, 20.18 FEET; COURSE NO. 9) SOUTH 68 DEGREES 43 MINUTES 39 SECONDS WEST, 11.95 FEET TO THE SOUTHEAST CORNER OF PHASE 5 CONSERVATION EASEMENT NO. 3, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4224, PAGE 931 OF SAID PUBLIC RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID CONSERVATION EASEMENT NO. 3, THE FOLLOWING TWO COURSES: COURSE NO. 1) NORTH 01 DEGREES 59 MINUTES 06 SECONDS WEST, 42.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 318.58 FEET; COURSE NO. 2) NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 157.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 10 MINUTES 42 SECONDS WEST, 155.49 FEET TO A POINT ON SAID CURVE; THENCE NORTH 48 DEGREES 59 MINUTES 41 SECONDS EAST, LEAVING SAID EASTERLY LINE, 151.88 FEET; THENCE SOUTH 55 DEGREES 32 MINUTES 30 SECONDS EAST, 385.40 FEET; THENCE NORTH 48 DEGREES 59 MINUTES 41 SECONDS EAST, 54.50 FEET; THENCE SOUTH 41 DEGREES 01 MINUTES 56 SECONDS EAST, 423.57 FEET; THENCE SOUTH 48 DEGREES 59 MINUTES 41 SECONDS WEST, 5.00 FEET; THENCE SOUTH 41 DEGREES 01 MINUTES 33 SECONDS EAST, 574.41 FEET; THENCE SOUTH 48 DEGREES 59 MINUTES 58 SECONDS WEST, 75.74 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 199.35 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 41 MINUTES 08 SECONDS EAST, 198.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06 DEGREES 41 MINUTES 52 SECONDS WEST, 162.77 FEET TO THE SOUTHWESTERLY PROJECTION OF SAID NORTHERLY RIGHT OF WAY LINE COUNTY ROAD NO. 210 RE-ALIGNMENT; THENCE NORTH 46 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG SAID PROJECTION, 23.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.41 ACRES MORE OR LESS.

Exhibit B

Legal Description of Grantee Property

A PORTION OF SECTION 10, LYING IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD RIGHT OF WAY, (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA EAST COAST RAILWAY COMPANY RIGHT OF WAY AND TRACK MAP, DATED DECEMBER 31, 1927) AND THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 RE-ALIGNMENT, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78020; THENCE SOUTHWESTERLY, NORTHEASTERLY, NORTHWESTERLY, AND SOUTHEASTERLY, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210 RE-ALIGNMENT, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 48°59'07" WEST, 118.10 FEET; COURSE NO. 2: SOUTH 44°53'31" WEST, 682.53 FEET; COURSE NO. 3: SOUTH 69°13'29" WEST, 48.54 FEET; COURSE NO. 4: NORTH 44°53'31" EAST, 8.89 FEET; COURSE NO. 5: NORTH 40°36'08" WEST, 266.33 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 43°53'55" WEST, 238.00 FEET; THENCE SOUTH 48°59'58" WEST, ALONG AN EASTERLY LINE AND IT EASTERLY PROLONGATION OF THE ROADWAY PARCEL DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5722, PAGES 1800 THROUGH 1855 OF THE PUBLIC RECORDS OF SAID COUNTY, 330.75 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID ROADWAY PARCEL AND A POINT ON THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE AND SAID EASTERLY LINE OF THE ROADWAY PARCEL, BEING CONCAVE WESTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 199.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°41'08" EAST, 198.26 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°41'52" WEST ALONG SAID EASTERLY LINE OF THE ROADWAY PARCEL, 162.77 FEET, TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID ROADWAY PARCEL; THENCE NORTH 46°06'05" EAST ALONG AN EASTERLY LINE OF SAID ROADWAY PARCEL AND SAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 RE-ALIGNMENT, 584.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.52 ACRES, MORE OR LESS.



Fire Station
Sheriff Facility

Access Easement

Accolade Ave

County Road 210 W

County Road 210 W

Alternate County Road 210



2023 Aerial Imagery
Date: 5/6/2024

Twin Creeks
Fire Station
Sheriff Facility

Deed of Dedication
Access Easement



Land Management
Systems
(904) 209-0796

Disclaimer:
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