

RESOLUTION NO. 2024-280

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES, IN CONNECTION WITH CONVEYANCE OF A ST. JOHNS COUNTY POND TO PULTE HOME COMPANY, LLC.

RECITALS

WHEREAS, Pulte Home Company, LLC, a Michigan limited liability company, owns property surrounding a pond St. John County owns on Greenbriar Road; and

WHEREAS, St. Johns County (“County”) owns a pond adjacent to Pulte Home Company, LLC, (Pulte Home”) and will be developing the land surrounding the County pond; and

WHEREAS, Pulte Home has requested conveyance of the County pond to have the ability to maintain the pond and to beautify the entrance to its development; and

WHEREAS, Pulte Home and the County have agreed that an exchange of property can be used to allow this request by virtue of conveyance of the Pond Parcel by County Deed from the County to Pulte Home, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, and a Grant of Easement and Covenant from Pulte Home to the County over the Pond Parcel, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, approval of this exchange is beneficial to the County by Pulte Home taking over maintenance responsibilities of the retention pond and passage of this resolution will deem the County’s property is not needed for County purposes as the Grant of Easement and Covenant will grant the County the full rights for adequate stormwater drainage for Greenbriar Road; and

WHEREAS, this proposed exchange has been advertised in accordance with Section 125.37, Florida Statutes.

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. This Resolution is passed and adopted:

- a. The County Deed attached hereto as Exhibit “A” is hereby approved and the Chair of the Board is hereby authorized to execute said deed on behalf of the County.

- b. The Grant of Easement and Covenant attached hereto as Exhibit "B" is hereby accepted and the Chair of the Board is hereby authorized to join in execution of the easement on behalf of the County.
- c. The Clerk is instructed to record the original County Deed and Grant of Easement and Covenant in the public records of St. Johns County, Florida.

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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of July, 2024.

Rendition Date JUL 16 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



Exhibit "A" to Resolution

Prepared by and return to:

St. Johns County, Florida
500 San Sebastian View
St. Augustine, Florida 32084

COUNTY DEED

THIS COUNTY DEED, made without warranty of title or warranty of method of conveyance, made this _____ day of _____, 2024, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter "Grantor", to **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, whose address is 12724 Gran Bay Parkway West, Suite 200, Jacksonville, Florida 32258, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

WITNESSETH;

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys, and confirms forever unto Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

The property attached hereto as Exhibit "A", incorporated by reference and made a part hereof (the "Property").

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

Pursuant to Section 270.11, Florida Statutes, Grantor does NOT reserve any right, title or interest in or to any phosphate, minerals, metals or petroleum that are or may be in, on or under the Property or any right to mine or develop same, and Grantor specifically releases and waives any rights under such statute with respect to the Property.

[Signatures appear on the following page.]

IN WITNESS WHEREOF the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of the Board, the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

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

Witness: _____
Print Name: _____

By: _____
Print Name: Sarah Arnold
Title: Chair of the Board of County Commissioners

(Address)

Witness: _____
Print Name: _____

(Address)

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

Clerk (or Deputy Clerk)

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 _____, 2024, by Sarah Arnold, Chair of the Board of County Commissioners.

Notary Public

My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A" to County Deed

Pond Site

A portion of Section 39 of the Francis P. Fatio Grant, Township 5 South, Range 27 East, St. Johns County, Florida, being Parcel 5B, as described and recorded in Official Records Book 1389, page 1335, of the Public Records of said county, being more particularly described as follows:

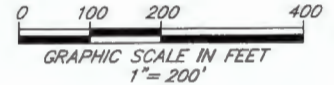
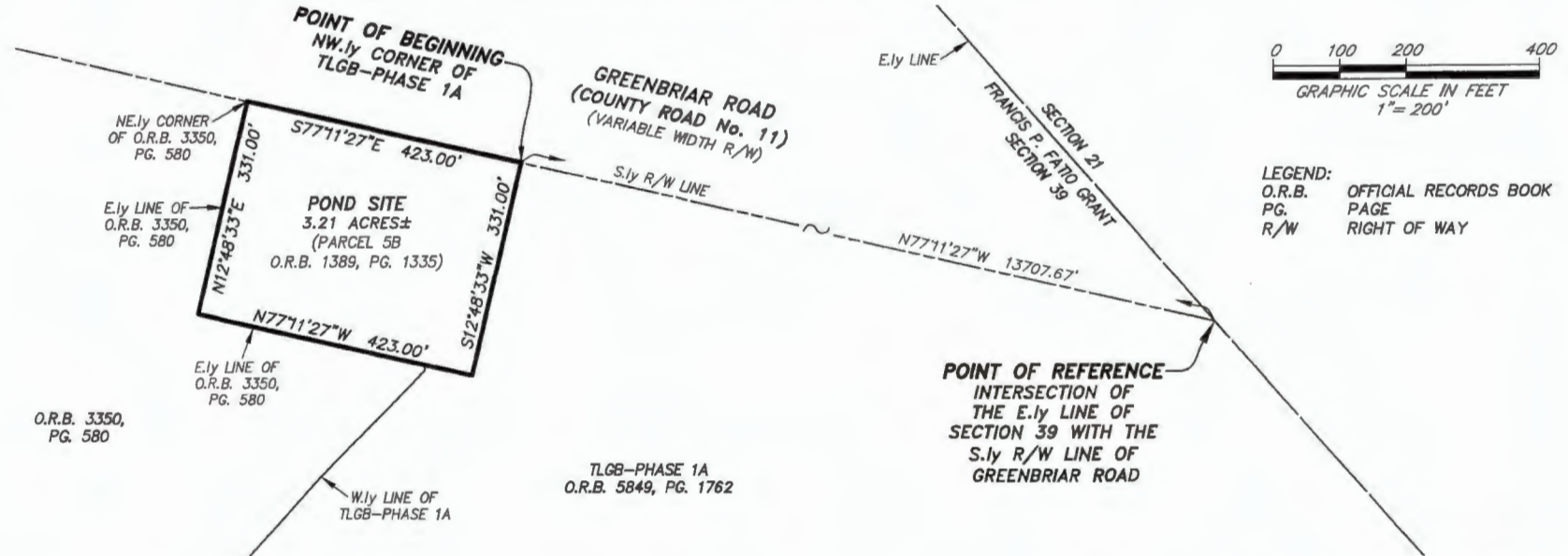
For a Point of Reference, commence at the intersection of the Easterly line of said Section 39 with the Southerly right of way line of Greenbriar Road (County Road No. 11), a variable width right of way as presently established; thence North $77^{\circ}11'27''$ West, along said Southerly right of way line, 13,707.67 feet to the Northwesterly corner of TLGB – Phase 1A, as described and recorded in Official Records Book 5849, page 1762, of said Public Records, and the Point of Beginning.

From said Point of Beginning, thence South $12^{\circ}48'33''$ West, departing said Southerly right of way line of Greenbriar Road and along the Westerly line of said TLGB – Phase 1A, a distance of 331.00 feet; thence North $77^{\circ}11'27''$ West, continuing along said Westerly line and along the Easterly line of those lands described and recorded in Official Records Book 3350, page 580, of said Public Records, 423.00 feet; thence North $12^{\circ}48'33''$ East, along said Easterly line, 331.00 feet to the Northeasterly corner thereof, said corner lying on said Southerly right of way line of Greenbriar Road; thence South $77^{\circ}11'27''$ East, along said Southerly right of way line, 423.00 feet to the Point of Beginning.

Containing 3.21 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 39 OF THE FRANCIS P. FATIO GRANT, TOWNSHIP 5 SOUTH, RANGE 27 EAST,
ST. JOHNS COUNTY, FLORIDA, BEING PARCEL 5B, AS DESCRIBED AND RECORDED IN
OFFICIAL RECORDS BOOK 1389, PAGE 1335, OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
R/W RIGHT OF WAY

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS BEING NORTH 77°11'27" WEST.

ETM
SURVEYING & MAPPING

14775 Old St. Augustine Rd.
Jacksonville, Florida 32258
Certificate of Authorization No: LB 3624

Trusted
Advisors,
Creating
Community.

(904) 642-8550
www.etminc.com



Digital Signature
by: Bob L.
Pittman, P.S.M.

SCALE: 1"=200'
DATE: MARCH 26, 2024
BOB L. PITTMAN
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA PSM No. 4827

Exhibit "B" to Resolution

Prepared by and return to:

David L. Evans, Jr., Esq.
Baker & Hostetler LLP
200 S. Orange Avenue
Suite 2300
Orlando, FL 32801
407.649.4000

GRANT OF EASEMENT AND COVENANT

THIS GRANT OF EASEMENT AND COVENANT (this "Easement"), made this ____ day of _____, 2024 (the "Effective Date"), between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, whose address is 12724 Gran Bay Parkway West, Suite 200, Jacksonville, Florida 32258, hereinafter called the "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 the "Grantee."

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and agreed, has granted, bargained, sold, and conveyed to the Grantee, its successor and assigns forever, a non-exclusive perpetual drainage easement solely for the purpose of draining stormwater, up to the Grantee Volume (defined below), from the Greenbriar Road right-of-way into the stormwater pond and drainage facilities as the same may exist from time to time (collectively, the "Joint Use Pond Facilities"), on, along, over, through, across, or under the following described land situate in St. Johns County, Florida, subject to the terms and conditions set forth below to wit:

The property (expressly subject to Section 3 below) attached hereto as **Exhibit "A,"** incorporated by reference and made a part hereof (the "Joint Use Pond Drainage Easement Area").

1. The foregoing is true and correct and incorporated herein by reference. Per **Exhibit "B"** incorporated by reference and made a part hereof, the Greenbriar Road right-of-way drainage basin to be served by the Joint Use Pond Facilities is approximately 1,737.5 linear feet. Of the total available treatment volume, the treatment volume hereby reserved in the Joint Use Pond Facilities exclusively for Grantee is equivalent to 1,737.5 linear feet of 150-ft right-of-way at 70% impervious (the "Grantee Volume").

2. Subject to Section 4 below, Grantor hereby agrees that Grantor shall be responsible for the operation, maintenance and repair of the Joint Use Pond Facilities and for keeping them in good condition and repair and in compliance with all applicable laws, rules, regulations, and ordinances, subject to and excepting any violations by Grantee.

3. Subject to the Joint Use Pond Facilities being sufficient to accommodate the Grantee Volume, Grantor shall be entitled, at Grantor's expense, to modify, reconfigure, and/or relocate the Joint Use Pond Drainage Easement Area and/or the Joint Use Pond Facilities that are the subject of this Easement, pursuant to plans approved by St. Johns River Water Management District and St. Johns County. Any such modification, reconfiguration, and/or relocation shall be

documented and memorialized by an instrument unilaterally executed and recorded by Grantor, its successors or assigns.

4. Grantee will cooperate with Grantor in connection with obtaining and maintaining any and all necessary approvals and permits from the appropriate governmental agencies in connection with the Joint Use Pond Facilities.

5. Grantor and Grantee each covenant and agree, for itself and its successors and assigns, that it shall not knowingly discharge, through its use of the Joint Use Pond Facilities into or through the Joint Use Pond Drainage Easement Area, any hazardous or toxic material or substances, any pollutants, or any other substances or materials prohibited or regulated under a federal, state, or local law, ordinance, rule regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits. Grantor and Grantee shall each make all reasonable efforts to contact each other regarding any known prohibited discharge into or within the Joint Use Pond Drainage Easement Area. Upon notification, the originating-party receiving said notification shall responsibly perform the necessary action to contain and eliminate the discharge. Any obligation pertaining to a substance, material, or pollutant cleanup of either party, whether such violation of such laws, ordinances, rules, regulations or permits was known or unknown by the originating party shall, once known, be performed and paid for in full by the originating party. In the event of a prohibited discharge into or within the Joint Use Pond Drainage Easement Area, the non-originating party may (but is not required to) cure the same (whenever desired by the non-originating party) and be reimbursed upon demand by the originating party for the reasonable cost thereof. Nothing herein shall preclude the Grantor or Grantee from seeking reimbursement from any other party responsible identified as the source of the prohibited discharge.

6. To the extent permitted under Florida law, Grantee agrees to indemnify and hold Grantor harmless from and against any and all claims, losses, costs, damages or expenses, including, but not limited to, reasonable attorneys' fees and costs, caused to or suffered by Grantor attributable to the extent of any negligent act by any employee, agent, independent contractor or invitee of Grantee in connection with the exercise of the easement rights granted hereunder, up to the Sovereign Immunity limits set forth in Section 768.28, Florida Statutes. Nothing in this Easement shall constitute or be deemed a waiver or modification of Grantee's Sovereign Immunity protection or defenses under federal, state and local law.

7. This Easement and the agreements, obligations and rights set forth herein are covenants running with the land and shall be binding upon, and inure to the benefit and burden of the successors and assigns of the respective parties hereto.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Witness: _____
(Name Printed or Typed)

By: _____
Print Name: _____
Title: _____

(Address)

Witness: _____
(Name Printed or Typed)

(Address)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as _____ of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the company. He/She [] is personally known to me, or [] produced _____ as identification.

Notary Public
Print Name: _____
Notary Public – State of Florida at Large
Commission No.: _____
My Commission Expires: ____

Signed, sealed and delivered in the presence of:

GRANTEE:

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

Witness: _____
Print: _____

By: _____
Print Name: Sarah Arnold, Chair

(Address)

Witness: _____
Print: _____

(Address)

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 _____, 2024, by Sarah Arnold, the Chair of the Board of County Commissioners of ST JOHNS COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida. He/She [] is personally known to me, or [] produced _____ as identification.

Notary Public
Print Name: _____
Notary Public – State of Florida at Large
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"
Joint Use Pond Drainage Easement Area

Pond Parcel

A portion of Section 39 of the Francis P. Fatio Grant, Township 5 South, Range 27 East, St. Johns County, Florida, being a portion of Parcel 5B, as described and recorded in Official Records Book 1389, page 1335, also being a portion of TLGB – Phase 1A, as described and recorded in Official Records Book 5849, page 1762, both of the Public Records of said county, being more particularly described as follows:

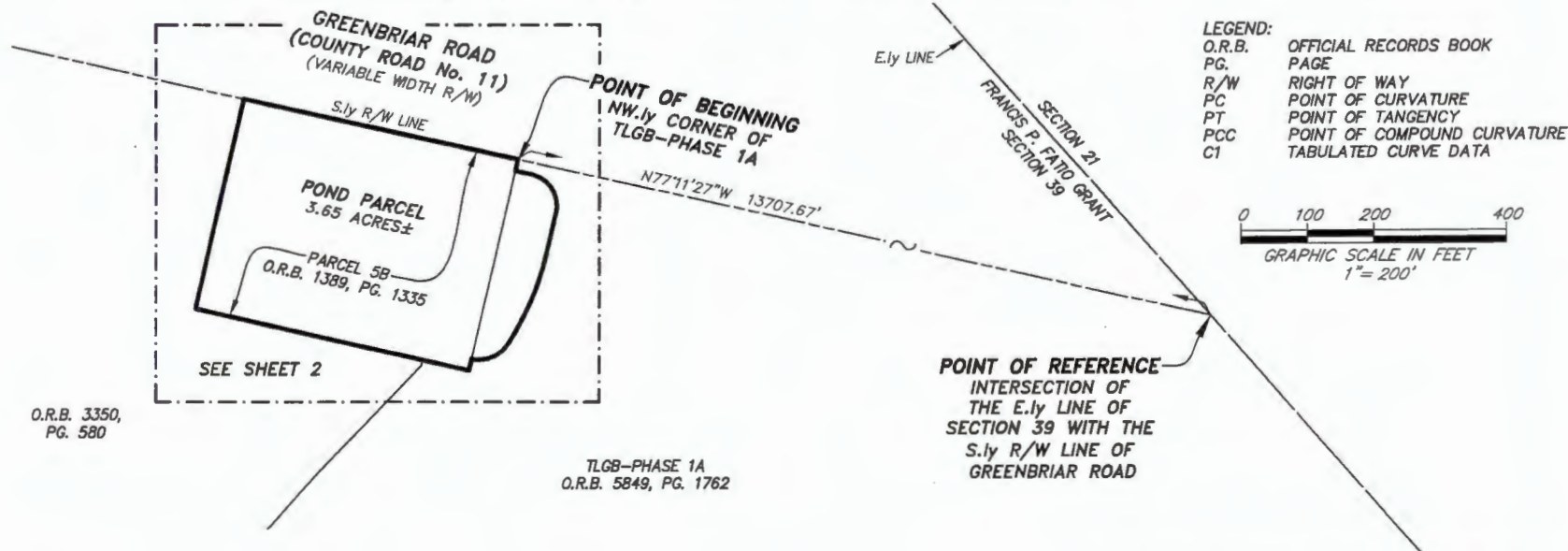
For a Point of Reference, commence at the intersection of the Easterly line of said Section 39 with the Southerly right of way line of Greenbriar Road (County Road No. 11), a variable width right of way as presently established; thence North $77^{\circ}11'27''$ West, along said Southerly right of way line, 13,707.67 feet to the Northwestern corner of said TLGB – Phase 1A and the Point of Beginning.

From said Point of Beginning, thence South $12^{\circ}48'33''$ West, departing said Southerly right of way line of Greenbriar Road and along the Westerly line of said TLGB – Phase 1A, a distance of 18.00 feet; thence South $77^{\circ}11'27''$ East, departing said Westerly line, 24.11 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $89^{\circ}59'28''$, an arc length of 78.53 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $32^{\circ}11'43''$ East, 70.71 feet; thence South $12^{\circ}48'01''$ West, 62.50 feet to the point of curvature of a curve concave Northwesterly having a radius of 444.97 feet; thence Southwesterly along the arc of said curve, through a central angle of $19^{\circ}36'02''$, an arc length of 152.22 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $22^{\circ}36'02''$ West, 151.48 feet; thence Westerly along the arc of a curve concave Northerly having a radius of 50.00 feet, through a central angle of $70^{\circ}24'30''$, an arc length of 61.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $67^{\circ}36'18''$ West, 57.65 feet; thence North $77^{\circ}11'27''$ West, 1.25 feet to a point lying on said Westerly line of TLGB – Phase 1A; thence South $12^{\circ}48'33''$ West, along said Westerly line, 18.00 feet; thence North $77^{\circ}11'27''$ West, continuing along said Westerly line and along the Easterly line of those lands described and recorded in Official Records Book 3350, page 580, of said Public Records, 423.00 feet; thence North $12^{\circ}48'33''$ East, along said Easterly line, 331.00 feet to the Northeasterly corner thereof, said corner lying on said Southerly right of way line of Greenbriar Road; thence South $77^{\circ}11'27''$ East, along said Southerly right of way line, 423.00 feet to the Point of Beginning.

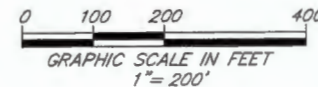
Containing 3.65 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 39 OF THE FRANCIS P. FATO GRANT, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF PARCEL 5B, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1389, PAGE 1335, ALSO BEING A PORTION OF TLGB-PHASE 1A, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5849, PAGE 1762, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND:
 O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
 R/W RIGHT OF WAY
 PC POINT OF CURVATURE
 PT POINT OF TANGENCY
 PCC POINT OF COMPOUND CURVATURE
 C1 TABULATED CURVE DATA



O.R.B. 3350,
PG. 580

TLGB-PHASE 1A
O.R.B. 5849, PG. 1762

POINT OF REFERENCE
 INTERSECTION OF
 THE E.ly LINE OF
 SECTION 39 WITH THE
 S.ly R/W LINE OF
 GREENBRIAR ROAD

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REVISED APRIL 12, 2024 TO AMEND
MAP AND LEGAL DESCRIPTION.

SHEET 1 OF 2

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS BEING NORTH 77°11'27" WEST.

ETM
SURVEYING & MAPPING

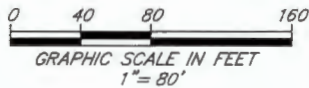
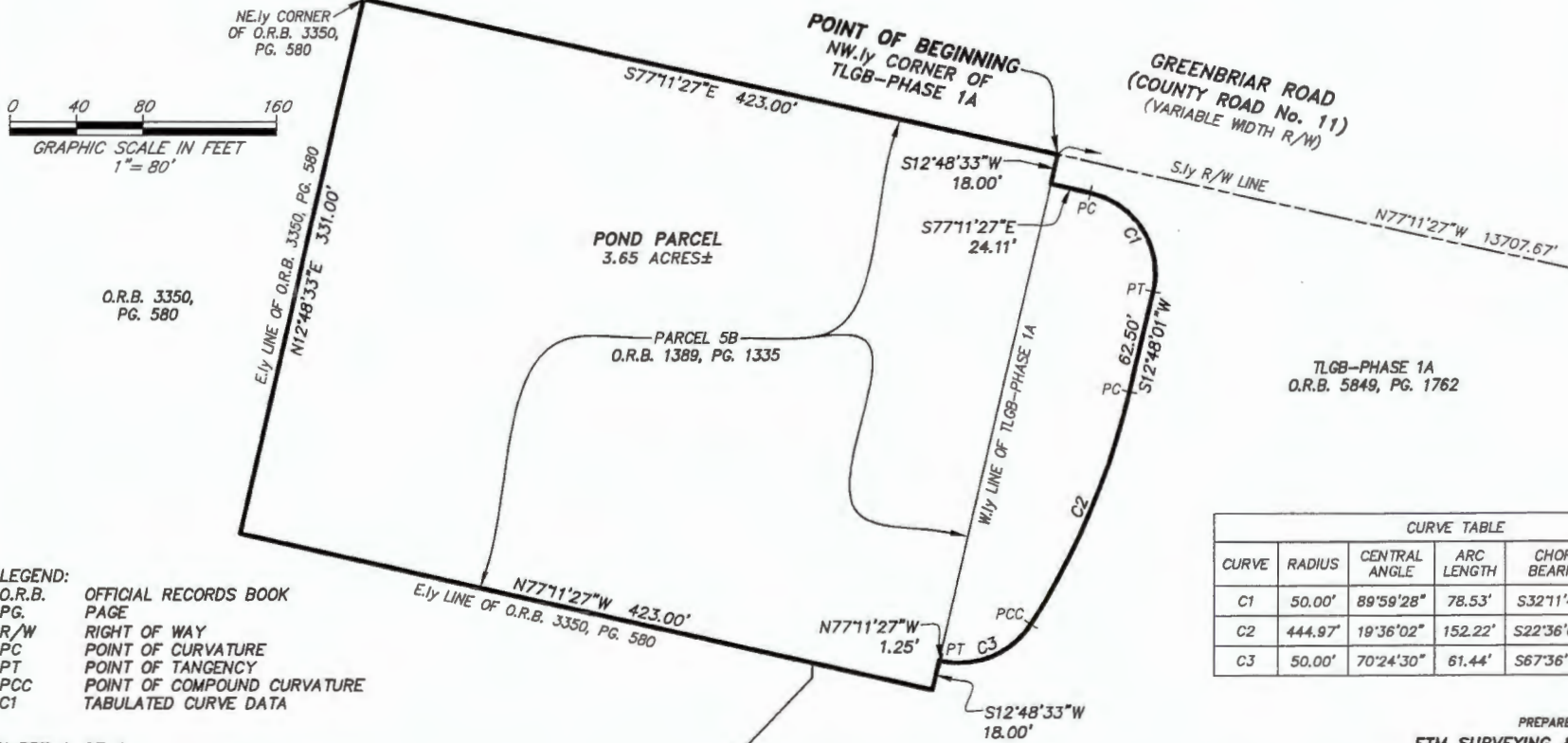
14775 Old St. Augustine Rd. (904) 642-8550
 Jacksonville, Florida 32258 www.etmnc.com
 Certificate of Authorization No: LB 3624

Trusted
Advisors,
Creating
Community.

SCALE: 1"=200'
 DATE: MARCH 26, 2024

BOB L. PITTMAN
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA PSM No. 4827

A PORTION OF SECTION 39 OF THE FRANCIS P. FATIO GRANT, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF PARCEL 5B, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1389, PAGE 1335, ALSO BEING A PORTION OF TLGB-PHASE 1A, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5849, PAGE 1762, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.



MATCHLINE SEE SHEET 1

LEGEND:
 O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
 R/W RIGHT OF WAY
 PC POINT OF CURVATURE
 PT POINT OF TANGENCY
 PCC POINT OF COMPOUND CURVATURE
 C1 TABULATED CURVE DATA

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	50.00'	89°59'28"	78.53'	S32°11'43"E	70.71'
C2	444.97'	19°36'02"	152.22'	S22°36'02"W	151.48'
C3	50.00'	70°24'30"	61.44'	S67°36'18"W	57.65'

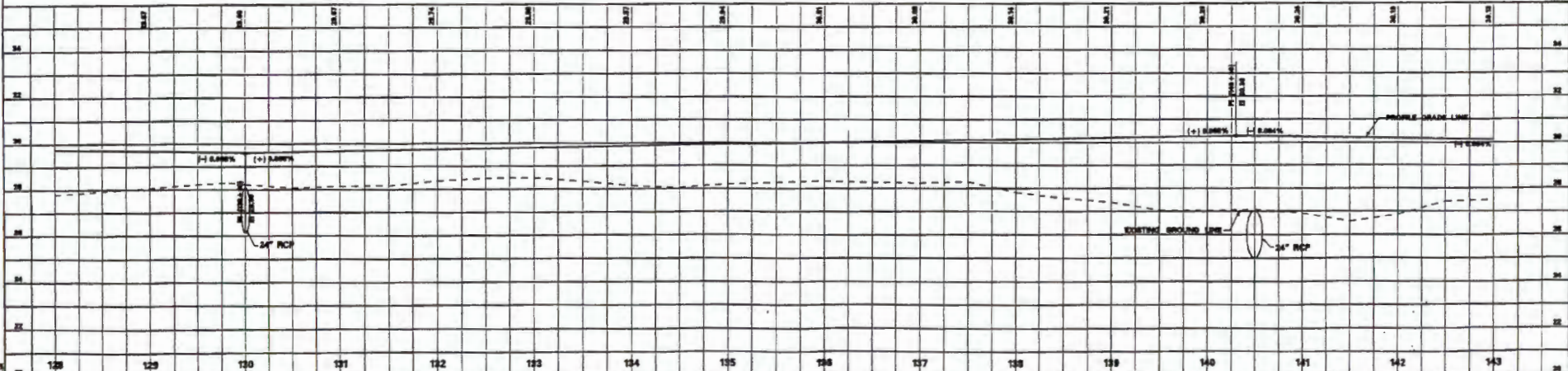
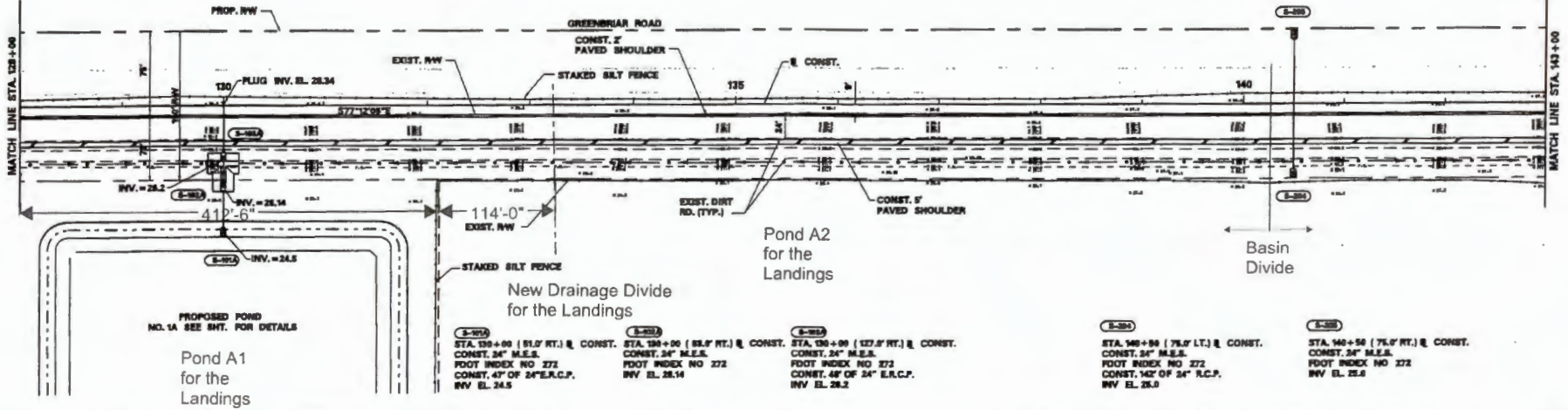
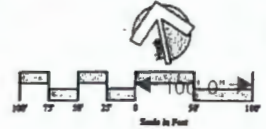
SHEET 2 OF 2
 SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
 14775 OLD ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32258 (904) 642-8550
 CERTIFICATE OF AUTHORIZATION NO. LB 3524

EXHIBIT "B"
Drainage Plans

(see attached)

$$1,211 \text{ LF} + 412.6 \text{ LF} + 114 \text{ LF} = 1,737.6 \text{ LF}$$



Scale:	
Project Mgr.:	W. RYAN
Designed by:	M. BERRY
Drawn by:	M. PAVLIK
QC/CC:	

BHR Bessent, Hammack & Ruckman, Inc.
 Engineers • Planners • Landscape Architects • Surveyors
 2200 North Ponce De Leon Boulevard
 St. Augustine, Florida 32084
 Phone (904) 824-6242 Fax (904) 824-7768

Greenbriar Road
St. Johns County

ROADWAY PLAN & PROFILE
 FROM STA. 128+00 TO STA. 143+00

Sheet No. **PP-8**
 Issue Date: **ALBUQUERQUE 7, 1999**
 Project No. **99007**



County Pond

Pulte Home Company, LLC



2023 Aerial Imagery
Date: 6/3/2024

Property Exchange
St. Johns County
Pulte Home Company, LLC



Land Management
Systems
(904) 209-0796

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.

LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Brandon Patty, Clerk of Circuit Attn: Artricia Allen Deputy Cler
CLERK OF THE COURTS
Minutes And Records
500 San Sebastian View

Saint Augustine FL 32084

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Bids & Proposals, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

06/10/2024, 06/17/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/17/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$151.60

Tax Amount: \$0.00

Payment Cost: \$151.60

Order No: 10252884

Customer No: 764114

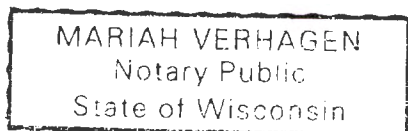
PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



NOTICE OF PROPOSED EXCHANGE OF COUNTY PROPERTY

On Tuesday, July 16, 2024, the Board of County Commissioners of St. Johns County, Florida, in the St. Johns County Auditorium, County Administration Building, 500 San Sebastian View (U.S. #1 North), St. Augustine, Florida, 32084, will consider and may take action on a Resolution approving an exchange of real property between St. Johns County (owner of real property described in County Deed - Exhibit "A" to the Resolution) and Pulte Home Company, LLC, a Michigan limited liability company in connection with a pond site on southside of Greenbriar Road across from Brambly Vine Drive.

The proposed legal descriptions and maps of the real property to be exchanged are shown in the Exhibits of the Resolution which are available for inspection by the public in the Office of the Clerk of Courts, Ex-Officio Clerk to the Board of County Commissioners located in the St. Johns County Richard O. Watson Judicial Center, 4010 Lewis Speedway, St. Augustine, Florida.

NOTICE OF PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS:

In accordance with the Americans with Disabilities Act, persons needing special accommodations to participate in these proceedings should contact, ADA Coordinator, at (904) 209-0400 or at the Facilities Management Department, 2416 Dabbs Road, St. Augustine, FL 32086. For hearing impaired individuals: Florida Relay Service: 1-800-955-8770 no later than 5 days prior to the date of the meeting.

BOARD OF COUNTY COMMISSIONERS

OF ST. JOHNS COUNTY, FLORIDA
BRANDON J. PATTY, ITS CLERK
By: Artricia Allen, Deputy Clerk
Pub: 6/10, 17/24; #10252884