

RESOLUTION NO. 2024-500

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT FOR UTILITIES AND A TEMPORARY ACCESS AND CONSTRUCTION EASEMENT FROM FIRST COAST LAND AND TIMBER LLC AND FIRST COAST OSCEOLA LAKES LLC FOR A RECLAIMED WATER TRANSMISSION MAIN TO BE LOCATED WEST OF WATSON ROAD, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE EASEMENTS ON BEHALF OF THE COUNTY.

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, First Coast Land and Timber LLC and First Coast Osceola Lakes LLC have executed and presented to St. Johns County an Easement Agreement for Utilities and a Temporary Access and Construction Easement, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, for a reclaimed water transmission main to be located west of Watson Road; and

WHEREAS, it is in the best interest of the public to accept the Easement Agreement for Utilities and Temporary Access and Construction 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 above-described Easement Agreement for Utilities and Temporary Access and Construction Easement, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners. The County Administrator or designee is hereby authorized to execute the easements on behalf of the County.

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.

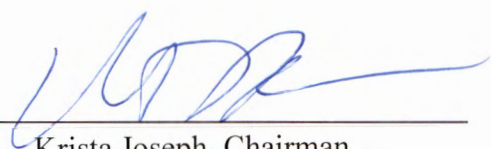
4. The Clerk of Court is instructed to record the original Easement Agreement for Utilities and Temporary Access and Construction Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 19th day of November, 2024.

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

Rendition Date NOV 19 2024

By _____


Krista Joseph, Chairman

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

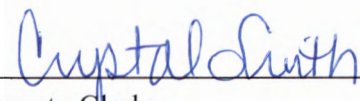

Deputy Clerk

EXHIBIT "A" TO RESOLUTION

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

EASEMENT AGREEMENT FOR UTILITIES

THIS EASEMENT AGREEMENT executed and given this 31 day of October, 2024 by **FIRST COAST LAND AND TIMBER LLC** and **FIRST COAST OSCEOLA LAKES LLC**, Delaware limited liability companies, with an address of 7643 Gate Parkway, Suite 104-334, Jacksonville, FL 32256, 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 and No/100 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 transmission system, sewer force mains, reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility lines (hereinafter referred to as "**Utility Lines and Associated Equipment**") under, over and upon the real property described on Exhibit A attached hereto (the "**Easement Area**"); together with rights of ingress and egress over an area as may be agreed upon (the "**Ingress/Egress Area**") to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This Easement Agreement is for water and/or sewer utility services only and does not convey to Grantee any right to install other utilities or services.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns for the purposes aforesaid. Said Grantor has the organizational authority to grant said easement and will defend the same against the lawful claims of those claiming by, through or under Grantor, but against none other.

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 that does not unreasonably interfere with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utilities, services or other purposes which do not unreasonably 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. Specifically, Grantor retains the right to pave the Easement Area and the Ingress/Egress Area and to install roadways, bike paths, sidewalks and drainage facilities, and Grantee shall install its Utility Lines and Associated Equipment in a reasonable manner that will not be adversely impacted or affected by such improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area and, except in environmentally sensitive areas, at a depth of no less than forty-two (42) inches and no more than fifty-four (54) inches, provided that same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Associated Equipment with a footprint of no more than fifty (50) square feet and that is customarily installed above ground, such as air release valves constructed to St. Johns County Utility Department standards, may be installed above ground within the Easement Area subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion, which such approval shall not be unreasonably withheld. The underground Utility Lines and Associated Equipment will be installed at a depth and in such a manner that permits heavy trucks, including logging trucks, and bulldozers to cross the easement without damage to the underground utilities regardless of whether the Easement Area is paved or unpaved. Grantee expressly exculpates Grantor from any liability for damage caused by surface vehicles and equipment or by Grantor's paving. Grantee shall be responsible for (i) clearing the Easement Area, (ii) removing all roots and debris from the Easement Area, and (iii) periodic mowing of the Easement Area. Without the written consent of the other, neither Grantor nor Grantee shall plant anything (other than grasses, hay, wildflowers or similar ground covers) in the Easement Area.

(c) The Easement Area and the Ingress/Egress Area may be relocated to a location reasonably acceptable to the Grantee at any time upon Grantor's request and with Grantor bearing the cost of relocating the Utility Lines and Associated Equipment located within the Easement Area. Upon relocation of the Utility Lines and Associated Equipment pursuant to this paragraph, Grantee and Grantor shall execute an instrument in recordable form relocating the Easement Area and/or Ingress/Egress Area to the new Easement Area and/or Ingress/Egress Area designated by and in the title of the Grantor.

(d) Grantee agrees that, in the event Grantor develops plans for a proposed development and/or the construction of improvements within the Easement Area and/or Ingress/Egress Area which are inconsistent with the Utility Lines and Associated Equipment, Grantee shall, at its sole cost and expense, relocate such lines and equipment to a location reasonably acceptable to Grantee and Grantor, which approval Grantee shall reasonably and timely furnish. When an area of relocation (including any related Ingress/Egress Area desired by Grantor) has been so determined, in order to avoid delay, Grantor shall have the right to relocate the lines and equipment, which will be reimbursed by Grantee. Grantee shall not be required to relocate such lines and equipment, or to reimburse Grantor for such relocation, until Grantor has received all

necessary governmental approvals for any proposed construction of improvements within the Easement Area which are inconsistent with the location of the Utility Lines and Associated Equipment; provided Grantee does not delay or hinder Grantor's efforts to obtain governmental approvals. Upon relocation of the Utility Lines and Associated Equipment pursuant to this paragraph or re-location of the Ingress/Egress Area, Grantee and Grantor shall execute an instrument in recordable form relocating the Easement Area and any related Ingress/Egress Area to the new areas designated by and in the title of the Grantor.

(e) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of agricultural, residential, commercial or other non-agricultural improvements herein constructed upon the adjacent property.

2. (a) WATER SYSTEM - The Grantee shall maintain in good and working order all water mains and other elements of the water transmission and distribution system up to and including the water meter or meters. Grantee shall provide Grantor the ability to connect to and utilize the water lines as long as there is available capacity.

(b) SEWER FORCE MAINS - Grantee hereby agrees to maintain in good and working order the sewer force mains located within the Easement Area. Grantee shall provide Grantor the ability to connect to and utilize the sewer force mains as long as there is available capacity.

(c) REUSE SYSTEM - Grantee shall maintain in good and working order all reuse mains and other elements of the reuse transmission and distribution system up to and including the reuse meter or meters. Grantee shall provide Grantor the ability to connect to and utilize the water re-use lines as long as there is available capacity.

3. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner and shall restore the Easement Area and the Ingress/Egress Area to the condition existing prior to such installation, construction, repair, replacement or removal, including grassing of the disturbed areas and restoring any paved areas or drainage facilities. To the maximum extent permitted by law Grantee shall be responsible for damage to lands or improvements that are caused by the negligence of Grantee, its employees, agents or contractors; provided, however, that nothing herein shall be construed as a waiver of the County's sovereign immunity nor as its consent to be sued by third parties. As to any damage caused by negligence of any employee of the County, its agents or contractors, the provisions of Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time, may be applicable and shall be deemed to apply to this contractual agreement to indemnify for negligence.

4. Nothing in this Easement Agreement for Utilities shall be construed as a waiver by Grantee of any rates, fees or charges, including, but not limited to, unit connection fees or service charges.

5. This Easement Agreement for Utilities shall inure to the benefit of and be binding upon Grantee and its successors and assigns. By acceptance of this Easement Agreement, Grantee agrees to the terms, conditions and agreements hereof.

6. For the purposes of the terms and conditions of this Easement Agreement for Utilities, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

7. Grantor is providing this Easement to Grantee without financial consideration to assist St. Johns County. However, should St. Johns County, other utility or other entity at some later date attempt to acquire or otherwise take the lands or other rights or interests in the Easement Area by eminent domain for an expanded roadway or other public purpose, Grantee agrees that Grantor shall be entitled to its full compensation for such taking as provided under Florida law, without deducting for the Grantee's rights to utilize and occupy areas granted under this Easement. All of the compensation otherwise payable to the Grantee for Grantee's right to occupy and utilize the Easement Area shall be payable to Grantor. However, it is understood that in determining Grantor's compensation with respect to any such taking, Grantee retains all rights to recover its costs of moving, modifying or protecting the utilities, along with any other special or other damages of Grantee that are not includable in amounts payable to Grantor under the two preceding sentences. Grantor further agrees that it shall not contest the necessity of or valid public purpose for the taking of the areas covered by this Easement.

[End of page. Next Page is Signature Page.]

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

Signed, sealed and delivered
In the presence of:

FIRST COAST LAND AND TIMBER LLC
and
FIRST COAST OSCEOLA LAKES LLC

Dawn Bullard
Witness Signature

By: Dennis L Carey

Dawn Bullard
Print Name

Print Name: Dennis L Carey

Title: Authorized Signatory

30 Buckmeadow Cir

Personal
Witness Address **REQUIRED BUSINESS OR PERSONAL**

Leann Maruna
Witness Signature

Leann Maruna
Print Name

161 George Ave

Waynesville, GA 35066
Witness Address **REQUIRED BUSINESS OR PERSONAL**
Personal

STATE OF Georgia
COUNTY OF Glynn

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 31st day of October, 2024, by Dennis L Carey, who is Authorized Signatory of First Coast Land and Timber LLC and FIRST COAST OSCEOLA LAKES LLC, Delaware limited liability companies, on behalf of said company. Such person is personally known to me or has produced Drivers License as identification.

Sherrie Medlin
Notary Public
My Commission Expires: 4/26/2027



IN WITNESS WHEREOF, St. Johns County has accepted and agreed to this Easement Agreement for Utilities.

Signed, sealed and delivered
In the presence of:

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

Witness Signature

By: _____
Joy Andrews, County Administrator

Print Name

Witness Address:
St. Johns County, Florida
500 San Sebastian View,
St. Augustine FL 32084

Witness Signature

Print Name

Witness Address:
St. Johns County, Florida
500 San Sebastian View,
St. Augustine FL 32084

**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 Joy Andrews as County Administrator for St. Johns County who is personally known to me.

Notary Public

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

Deputy Clerk

EXHIBIT "A"

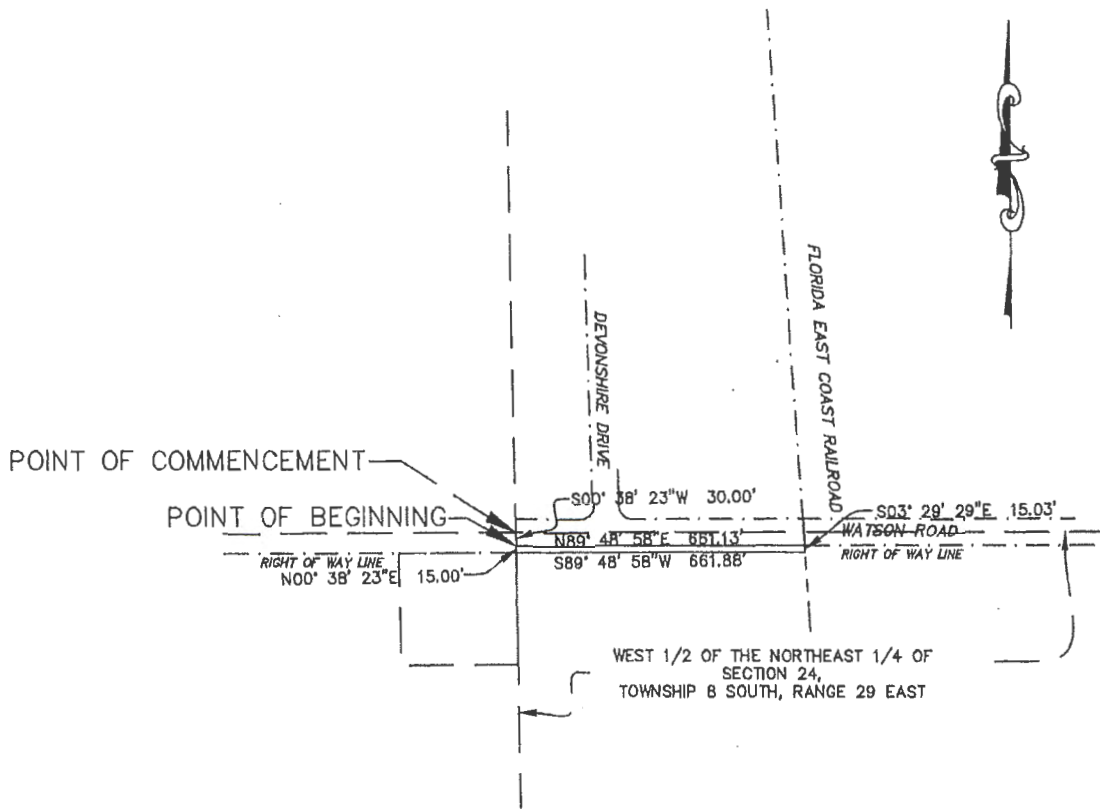
FIRST COAST LAND AND TIMBER LLC

PARCEL NO. 140400-0010

15-FOOT EASEMENT FOR UTILITIES

MAP SHOWING

A PART OF NORTHEAST ¼ OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE NORTHWEST CORNER OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 38 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 24, 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF WATSON ROAD (A VARIABLE WIDTH RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 48 MINUTES 58 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF WATSON ROAD, 661.13 FEET TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE SOUTH 03 DEGREES 29 MINUTES 29 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, 15.03 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 58 SECONDS WEST, PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF WATSON ROAD, 661.88 FEET TO SAID WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 24; THENCE NORTH 00 DEGREES 38 MINUTES 23 SECONDS EAST, ALONG SAID WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 24 AND THE SOUTHERLY RIGHT OF WAY LINE OF WATSON ROAD, 15.00 FEET TO THE POINT OF BEGINNING.



DEGROVE
Surveyors, Inc.

2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FLORIDA 32216
(904) 722-0400

NOTES:

- 1) THIS IS A MAP ONLY AND DOES NOT PURPORT TO REPRESENT A BOUNDARY SURVEY.
- 2) THE LEGAL DESCRIPTION WAS PREPARED BY THIS OFFICE.
- 3) BEARINGS ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF WATSON ROAD, WHICH IS N 89° 48' 58" E.



SIGNED

Gordon R. Niles

Gordon R. Niles
2023-11-16
11:43:05:00

GORDON R. NILES FLORIDA SURVEYOR AND MAPPER
REGISTRATION # 4112; L.B. # 4603
DATE: 11/15/2023 SCALE 1" = 400'
REV: 11/16/2023



First Coast Land and Timber LLC
PIN 140400-0010
15-ft Easement for Utilities

Carter Rd

Oak Ln

Greenwillow Ln

Bella-Terra-Dr

Stone Arbor Ln

Devonshire Dr

Sherlock Pl

Osprey Marsh Ln

Winton Cir

Jacobs Landing Way

Adalyn Ave

Belles Chase Ct

Cambridge Ct

Elementary Way

River Cove Cir

E Watson Rd

Watson Rd

Deerfield Glen Dr

Deerfield Grove Way

Deerfield Forest Dr

Crescent Technical Ct

Meadow Crossing Dr

Deerfield Meadows Ct

Mouline-Resene Ct

US 1 S

First Coast Land and Timber LLC
PIN 140400-0010
15-ft Easement for Utilities

Morningview Pl

Tomoka Ct

Dahl Pepper Rd

Lilke Ln

Santorini Ct

Timucua Cir

Ogilvie Ln

Ellen Ct

Whittaker Pl

Blackford Way

Bramley Harbor Dr

Camden Cay Dr

Talbot Bay Dr

EXHIBIT "B"

FIRST COAST OSCEOLA LAKES LLC

PARCEL NO. 137330-0000

35-FOOT EASEMENT FOR UTILITIES

MAP SHOWING

A PART OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 89 DEGREES 00 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 14, 5210.49 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 32 MINUTES 49 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 14, 35.00 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 55 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 14, 5210.81 FEET TO THE WEST LINE OF SAID SECTION 14; THENCE SOUTH 01 DEGREES 04 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 14, 35.00 FEET TO THE POINT OF BEGINNING.

DEGROVE
Surveyors, Inc.

2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FLORIDA 32216
(904) 722-0400

NOTES:

- 1) THIS IS A MAP ONLY AND DOES NOT PURPORT TO REPRESENT A BOUNDARY SURVEY.
- 2) THE LEGAL DESCRIPTION WAS PREPARED BY THIS OFFICE.
- 3) BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 14, WHICH IS N 89° 00' 55" E.



SIGNED

Gordon R. Niles
2023-11-16 11:38-05:00

GORDON R. NILES FLORIDA SURVEYOR AND MAPPER
REGISTRATION # 4112; L.B. # 4603
DATE: 11/15/2023 SCALE 1" = 400'
REV: 11/16/2023



SECTION 13

SECTION 14, TOWNSHIP 8 SOUTH, RANGE 29 EAST

S89° 00' 55"W 5210.81'

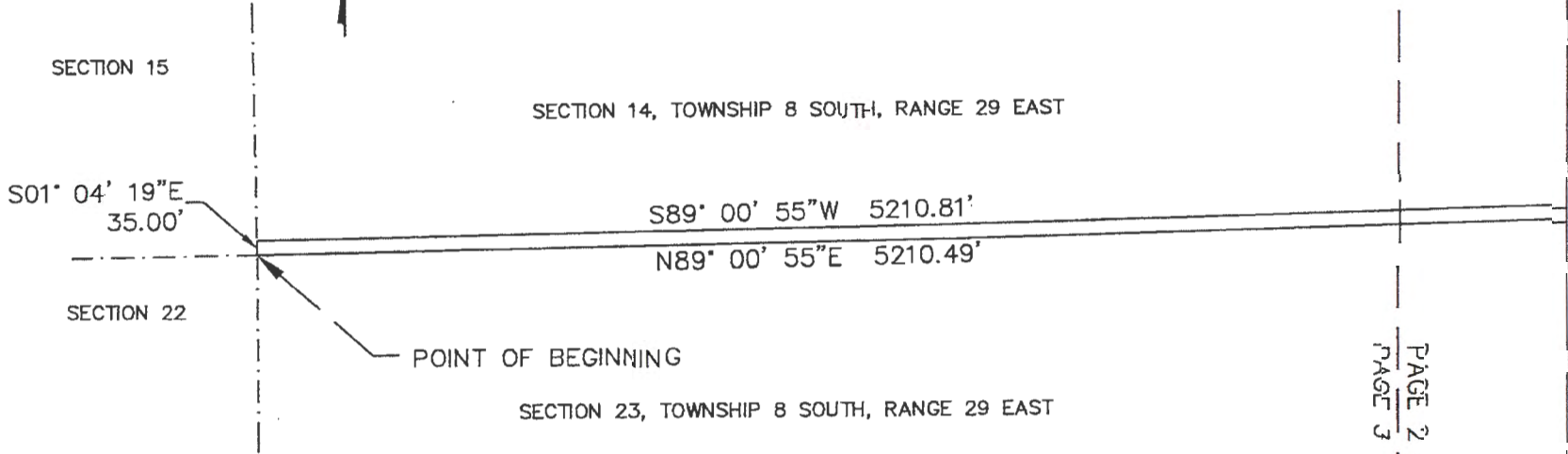
N00° 32' 49"W
35.00'

N89° 00' 55"E 5210.49'

SECTION 24

SECTION 23, TOWNSHIP 8 SOUTH, RANGE 29 EAST

PAGE 2 OF 3
PAGE 3 OF 3



PAGE 2 OF 3
PAGE 3 OF 3

First Coast Osceola Lakes LLC
PIN 137330-0000

35-ft Easement
for Utilities

Wet Area

Watson Rd

Wet Area

Wet Area

First Coast Land and Timber LLC
PIN 140400-0010



EXHIBIT "B" TO RESOLUTION

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

**TEMPORARY ACCESS AND
CONSTRUCTION EASEMENT**

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT made this 31 day of October, 2024, by and between **FIRST COAST LAND AND TIMBER LLC** and **FIRST COAST OSCEOLA LAKES LLC** each a Delaware limited liability company, with an address of 7643 Gate Parkway, Suite 104-334, Jacksonville, FL 32256, each a "Grantor" and collectively "Grantors", and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, Grantee.

RECITALS:

- (A) First Coast Osceola Lakes LLC has contemporaneously executed in favor of Grantee an "Easement Agreement for Utilities" providing for a 35-foot easement for utilities in Section 14, T8S, R29E, along the westerly prolongation of Watson Road, more or less in the Southern 35 feet of said Section 14, such area being the "Easement Area";
- (B) First Coast Land and Timber LLC grants the easements herein as to trail/logging roads owned by it in Section 23 and First Coast Osceola Lakes LLC grants the easements as to trail/logging roads owned by it in Section 14.
- (C) This Agreement is provided to afford Grantee with vehicular access to the Easement Area.

WITNESSETH, that for and in consideration of the sum of **\$10.00 (Dollars)** and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, each Grantor hereby gives, grants, bargains and releases to the Grantee, a Temporary Access and Construction Easement to enter upon and use the trail/logging roads on Grantor's property located in St. Johns County, Florida, that are depicted and described on Exhibit "A", for staging and construction for facilities on the Easement Area, together with non-exclusive rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted.

SEE EXHIBIT "A" ATTACHED HERETO

1. Requirements and Terms of Use.

Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with current uses of a Grantor's property or the use, occupancy or redevelopment of residential, industrial, retail or commercial improvements constructed, or to be constructed, upon the property owned by a Grantor. Grantee shall exercise the easement rights conveyed herein in a manner which are in accordance with applicable federal and state statutes, rules and regulations.

Grantee shall insure that all gates and chains (which may be located by a Grantor across the roads in this Temporary Construction and Access Easement lies) remain locked except when Grantee's vehicles are passing through said gates. In the exercise of its rights hereunder, Grantee shall not permit any persons operating under Grantee's authority to utilize the logging roads except where a legitimate governmental reason exists with respect to construction, inspection, monitoring, maintenance or repair of the facilities located on the 35-foot Easement Area.

Grantee shall restore the roads utilized and any areas utilized for storage or staging to their original condition within ninety (90) days after completion of the project's work on the Easement Area. Such restoration will include, but not be limited to, refilling any holes or trenches in a proper and workmanlike manner and seeding and grassing the easement area impacted by the installation, construction, repair, replacement or removal of utility lines or equipment. All such restoration shall be accomplished at Grantee's sole cost and expense.

To the maximum extent permitted by law Grantee shall be responsible for damage to lands or improvements that are caused by the negligence of Grantee, its employees, agents or contractors; provided, however, that nothing herein shall be construed as a waiver of the County's sovereign immunity nor as its consent to be sued by third parties. The County's liability is limited in an amount not to exceed the monetary limits on liability set forth in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, 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.

2. Insurance.

Grantee shall require all of its contractors using the Temporary Access and Construction Easement area for construction purposes to obtain and keep in force general liability insurance in

the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and \$ \$5,000,000.00 umbrella with general environmental pollution coverage, at all times during the period of contractual obligations and the term of this Easement. Grantee shall promptly deliver written evidence of such insurance to Grantors prior to use of the easements contained herein or commencement of construction on the Easement Area in the form of a current certificate of insurance and Grantors shall be listed as an additional insured (instead of a certificate holder) on the certificate of insurance.

3. Relocation or Termination of Temporary Access and Construction Easement.

Grantors' lands on which the trail/logging roads are located are currently undeveloped. The appropriate areas on which roads are or may hereafter be located will undoubtedly change when Grantor's lands are put to other uses, including, without limitation, other plantations of timber. Each party named as Grantor reserves and shall have the right to terminate Grantee's use of the trail/logging roads (including staging areas) herein designated provided that such Grantor (or such Grantor's affiliate(s) owning other lands which may provide suitable access) designates for use by Grantee, by recording it the public records of St. Johns County,

- (i) substitute permanent access roads or areas over which Grantee may have perpetual access, including, prior to completion on Grantor's lands of the SR 207 Water Reclamation Pipeline, areas for staging and construction, or
- (ii) substitute temporary access roads that may be terminated on substitution by Grantor of (A) substitute permanent access roads or areas as set forth in preceding clause (i), or (B) other substitute temporary access roads or areas with similar expiration upon substitution of a permanent access road or areas.

Grantee upon request shall immediately execute any such termination and record the same in the public records of St. Johns County, FL.

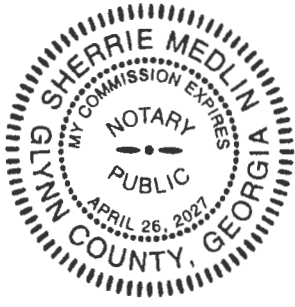
[End of page. Next Page is Signature Page.]

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

<p>Signed, sealed and delivered</p> <p>In the presence of:</p> <p><u>Dawn Bullard</u> Witness Signature</p> <p>..... Dawn Bullard</p> <p>Printed Name of Witness</p> <p>..... 30 Buckmeadow Cir</p> <p>..... Personal</p> <p>Witness Address REQUIRED BUSINESS OR PERSONAL</p> <p><u>Leann Maruna</u> Witness Signature</p> <p>..... Leann Maruna</p> <p>Printed Name of Witness</p> <p>..... 111 George Ave</p> <p>..... Waynesville, GA 31566</p> <p>Witness Address REQUIRED BUSINESS OR PERSONAL</p> <p>Personal</p>	<p>FIRST COAST LAND AND TIMBER LLC, a Delaware limited liability company</p> <p>By: <u>Dennis L Carey</u></p> <p>Print Name: <u>Dennis L Carey</u></p> <p>Title: <u>Authorized Signatory</u></p> <p>FIRST OSCEOLA LAKES LLC, a Delaware limited liability company</p> <p>By: <u>Dennis L Carey</u></p> <p>Print Name: <u>Dennis L Carey</u></p> <p>Title: <u>Authorized Signatory</u></p>
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STATE OF Georgia
COUNTY OF Glynn

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 31st day of October, 2024, by Dennis L. Carey, who is Authorized Signatory of **First Coast Land and Timber LLC and First Coast Osceola Lakes LLC**, each a Delaware limited liability company, on behalf of said company. Such person is personally known to me or has produced Drivers license as identification.



Sherrie Medlin
Notary Public
My Commission Expires: 4/26/2027

IN WITNESS WHEREOF, St. Johns County as hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered
In the presence of:

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

Witness Signature

By: _____
Joy Andrews, County Administrator

Print Name

Witness Address:
St. Johns County, Florida

St. Augustine FL 32084

Witness Signature

Print Name

Witness Address:
St. Johns County, Florida

St. Augustine FL 32084

**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 Joy Andrews as County Administrator for St. Johns County who is personally known to me.

Notary Public

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

Deputy Clerk

EXHIBIT "A"

ACCESS EASEMENT

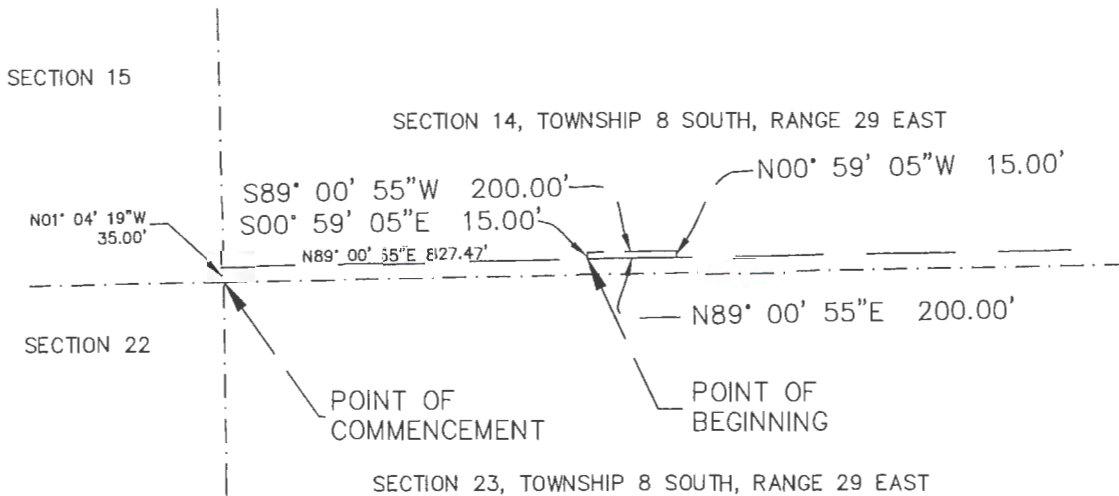
THOSE CERTAIN LOGGING ROADS (AS SHOWN ON THE MAP ATTACHED AS THE LAST PAGE OF THIS INSTRUMENT) LOCATED IN SECTION 23, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4472, PAGE 377, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

AND

THOSE CERTAIN LOGGING ROADS (AS SHOWN ON THE MAP ATTACHED AS THE LAST PAGE OF THIS INSTRUMENT) LOCATED IN SECTION 14, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4664, PAGE 1890, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

MAP SHOWING

A PART OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 01 DEGREES 04 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 14, 35.00 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 55 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 14, 827.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THENCE NORTH 89 DEGREES 00 MINUTES 55 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 14, 200.00 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 05 SECONDS WEST, 15.00 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 55 SECONDS WEST, PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 14, 200.00 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 05 SECONDS EAST, 15.00 FEET TO THE POINT OF BEGINNING.



DEGROVE
Surveyors, Inc.

2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FLORIDA 32216
(904) 722-0400

NOTES:

- 1) THIS IS A MAP ONLY AND DOES NOT PURPORT TO REPRESENT A BOUNDARY SURVEY.
- 2) THE LEGAL DESCRIPTION WAS PREPARED BY THIS OFFICE.
- 3) BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 14, WHICH IS N 89° 00' 55" E.



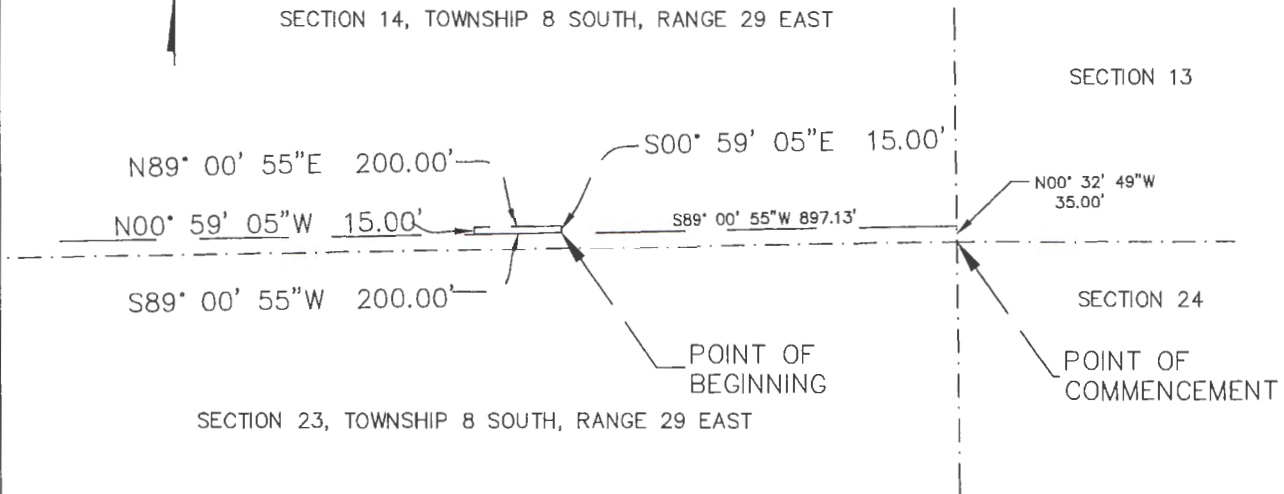
Gordon R. Niles
SIGNED

Gordon R. Niles
2023-11-16
11:47-05:00

GORDON R. NILES FLORIDA SURVEYOR AND MAPPER
REGISTRATION # 4112, L.B. # 4603
DATE: 11/15/2023 SCALE 1" = 400'
REV: 11/16/2023

MAP SHOWING

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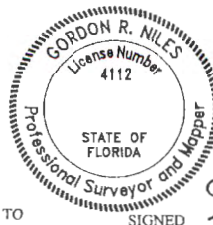


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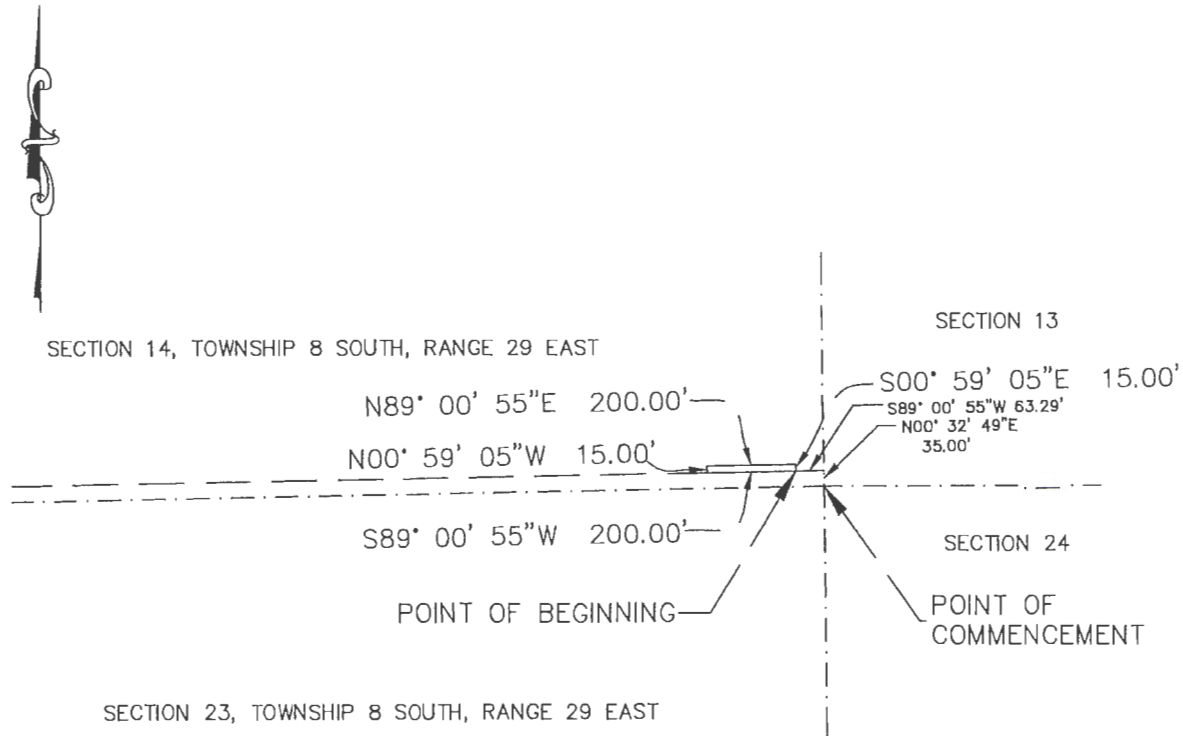
SIGNED

Gordon R. Niles
2023-11-16
11:49-05:00

GORDON R. NILES FLORIDA SURVEYOR AND MAPPER
REGISTRATION # 4112, L.B. # 4603
DATE: 11/15/2023 SCALE 1" = 400'
REV: 11/16/2023

MAP SHOWING

A PART OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW; COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 32 MINUTES 49 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 14, 35.00 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 55 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 14, 63.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THENCE SOUTH 89 DEGREES 00 MINUTES 55 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 14, 200.00 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 05 SECONDS WEST, 15.00 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 55 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 14, 200.00 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 05 SECONDS EAST, 15.00 FEET TO THE POINT OF BEGINNING.



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SIGNED

Gordon R. Niles
2024-03-07
07:05:05.00

GORDON R. NILES FLORIDA SURVEYOR AND MAPPER
REGISTRATION # 4112, L.B. # 4603
DATE: 11/15/2023 SCALE 1" = 400'
REV: 11/16/2023, 03/07/2024

First Coast Osceola Lakes LLC
PIN 137330-0000

TCE

TCE

TCE

Wet Area

Wet Area

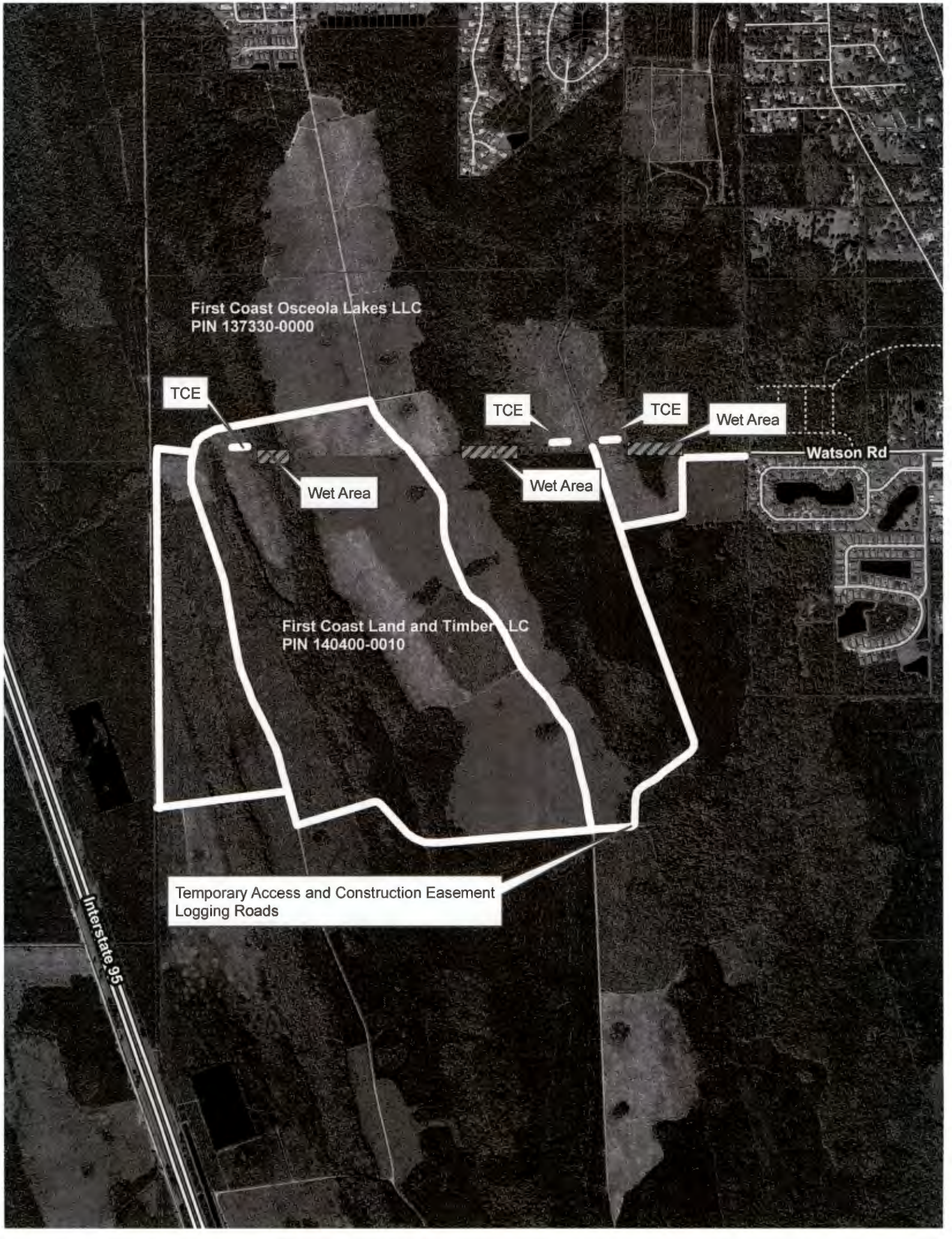
Wet Area

Watson Rd

First Coast Land and Timber, LC
PIN 140400-0010

Temporary Access and Construction Easement
Logging Roads

Interstate 95





2023 Aerial Imagery
Date: 10/14/2024

**EASEMENT AGREEMENT
FOR UTILITIES AND
TEMPORARY ACCESS AND
CONSTRUCTION EASEMENT**

**FIRST COAST LAND AND
TIMBER LLC AND FIRST
COAST OSCEOLA LAKES LLC**



**Land Management
Systems
(904) 209-0764**

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.