

RESOLUTION NO. 2024-549

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 ON GREENBRIAR ROAD TO GREENBRIAR PROPERTY HOLDINGS, LLC.

RECITALS

WHEREAS, Greenbriar Property Holdings, LLC, a Foreign Limited Liability Company, (“Greenbriar Property”) owns property surrounding a pond St. Johns County (“County”) owns on Greenbriar Road; and

WHEREAS, Greenbriar Property, has requested conveyance of the County pond (“Pond Parcel”) to have the ability to maintain the pond and to beautify the entrance to its development; and

WHEREAS, Greenbriar Property 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 Greenbriar Property, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, and a Grant of Easement and Covenant from Greenbriar Property 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 Greenbriar Property taking over maintenance responsibilities of the retention pond; and

WHEREAS, passage of this resolution will deem the County’s Pond Parcel 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:

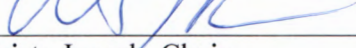
- a. The County Deed attached hereto as Exhibit "A" is hereby approved and the Chair of the Board is hereby authorized to execute the said deed, in substantially the form attached, on behalf of the County.
- b. The Grant of Easement and Covenant attached hereto as Exhibit "B" is hereby accepted and the Chair of the Board is hereby authorized to join in the 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.

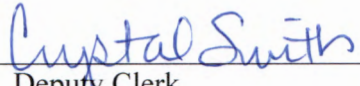
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of December, 2024.

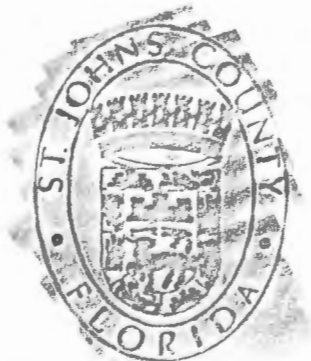
Rendition Date DEC 17 2024

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Krista Joseph, Chair

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

By: 
Deputy Clerk



This Instrument Prepared By:

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

COUNTY DEED

THIS COUNTY DEED, made without warranty of title or warranty of method of conveyance, made this day of December, 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 **GREENBRIAR PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, whose address is 9 Old Kings Highway South, Fourth Floor, Darien, Connecticut 06820 (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 and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency being hereby acknowledged, hereby grants, bargains and conveys, forever unto said 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 Section 125.411(3), Florida Statutes, this County Deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

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 the 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.

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

Witness: _____
Print Witness Name: _____
Address: _____

By: _____
Krista Joseph
Chair of the Board of County
Commissioners

Witness: _____
Print Witness 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 Krista Joseph, Chair of the Board of County Commissioners.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

PARCEL 8A(REVISED) - POND SITE

A PART OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST EASTERLY CORNER OF SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST; SAID CORNER BEING SHOWN ON SURVEY BY ROBERT M. ANGUS AND ASSOCIATES, DATED FEBRUARY 1954, PREPARED FOR CONTAINER CORPORATION OF AMERICA; SAID CORNER ALSO BEING MONUMENTED WITH A 3" IRON FILLED WITH CONCRETE; THENCE NORTH 41°06'02" WEST ALONG THE NORTHEASTERLY LINE OF SAID SECTION 39, A DISTANCE OF 498.40 FEET TO A FOUND CONCRETE MONUMENT AND THE SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY; THENCE CONTINUE NORTH 41°06'02" WEST ALONG SAID NORTHEASTERLY LINE OF SECTION 39, A DISTANCE OF 111.97 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENBRIAR ROAD; THENCE CONTINUE NORTH 41°06'02" WEST ALONG AFOREMENTIONED NORTHEASTERLY LINE, A DISTANCE OF 15.27 FEET; THENCE SOUTH 77°13'02" EAST, PARALLEL WITH, 9.00 FEET PERPENDICULAR TO, AND NORTHERLY OF THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, A DISTANCE OF 250.32 FEET; THENCE NORTH 57°46'58" EAST A DISTANCE OF 28.22 FEET; THENCE NORTH 12°46'55" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 77°13'02" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 12°46'55" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH 32°12'58" EAST A DISTANCE OF 28.22 FEET; THENCE SOUTH 77°13'02" EAST, PARALLEL WITH, 9.00 FEET PERPENDICULAR TO, AND NORTHERLY OF THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, A DISTANCE OF 1999.24 FEET; THENCE NORTH 12°46'54" EAST A DISTANCE OF 269.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77°11 '41" WEST A DISTANCE OF 260.75 FEET; THENCE NORTH 12°46'57" EAST A DISTANCE OF 463.84 FEET; THENCE SOUTH 77°11 '41" EAST A DISTANCE OF 436.00 FEET; THENCE SOUTH 12°46'58" WEST A DISTANCE OF 463.84 FEET; THENCE NORTH 77°11 '41" WEST A DISTANCE OF 175.26 FEET TO THE POINT OF BEGINNING.

Exhibit "B" to Resolution

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

GRANT OF EASEMENT AND COVENANT

THIS GRANT OF EASEMENT AND COVENANT is made this ____ day of _____, 2024, by and between **GREENBRIAR PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, whose address is 9 Old Kings Highway South, Fourth Floor, Darien, Connecticut 06820, its successors and assigns (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**", with Grantor and Grantee sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, a non-exclusive perpetual drainage easement with the right, privilege and authority to said Grantee, and any contractors or subcontractors working under the direction of Grantee, to use, maintain, improve, repair and/or replace, either above or below the surface of the ground, a stormwater pond and drainage facilities (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 described in the obligations of the Grantor set forth below to wit:

Property attached hereto as **Exhibit "A"** incorporated by reference and made a part hereof (the "**Joint Use Pond Drainage Easement Area**").

TOGETHER with the right to said Grantee, and any contractors or subcontractors working under the direction of Grantee, of ingress and egress, to and over the Joint Use Pond Drainage Easement Area, and for doing anything reasonably necessary, useful or convenient for the enjoyment of the easement herein granted.

1. As further consideration for Grantee's consideration, Grantor hereby agrees, on behalf of itself and its successors and assigns, which may include but not be limited to the Greenbriar Community Development District, a local unit of special-purpose government of the State of Florida, created pursuant to Chapter 190, Florida Statutes (the "**Greenbriar CDD**"), to:

a. Obtain, or cooperate with the Grantee in obtaining, all necessary approvals and permits from applicable governmental agencies in connection with the Grantee's use of the Joint Use Pond Facilities.

b. Following construction of the Joint Use Pond Facilities, be responsible for the maintenance, repair and replacement of said Joint Use Pond Facilities and keep them

in good condition and repair and in compliance with all applicable laws, rules, regulations and ordinances.

- i. Notwithstanding the foregoing, if a Party makes any alterations of any kind to the Joint Use Pond Facilities or location thereof once such facilities are constructed, only that Party will pay for and be responsible for constructing, operating, maintaining, repairing and replacing the modification improvements performed or caused to be performed by that Party. Such alterations of the Joint Use Pond Facilities must be done pursuant to applicable governmental approvals, including but not limited to the St. Johns River Water Management District permits described below.
 - ii. If there are improvements to the Joint Use Pond Facility required outside of Subsections 1.b.i above, caused or necessitated by forces or entities outside of either Party's control, including, but not limited to, new code requirements, acts of God, etc., those improvements will be paid for by both Parties on a pro-rated basis based upon a ratio of actual acres owned by the person or entity benefitted by the improvements vs. the total acres benefitted by the Joint Use Pond Facility, as modified.
- c. Construct a joint use stormwater pond within the Joint Use Pond Drainage Easement Area as part of the Joint Use Pond Facilities that will be used by the Grantor and Grantee, jointly, for development of their adjacent properties, pursuant to St. Johns River Water Management District Permit Nos. 107143-6, 107143-7 and 107143-8 (the "**Joint Use Pond**"), which permits are incorporated herein by reference. The minimum volume of stormwater capacity to be provided in the Joint Use Pond for Grantee's use is 50.09 acres of runoff (the "**Existing Volume**") from the impervious area of the roadway intersection of County Road 210, County Road 210 West, Greenbriar Road and Veterans Parkway (the "**CR 210 Intersection**"). The Existing Volume in the Joint Use Pond shall not be reduced or replaced by any other property owner who contributes runoff to the Joint Use Pond. Notwithstanding the foregoing, Grantee acknowledges that the Joint Use Pond will also accommodate stormwater retention for the adjacent residential development being developed by Grantor, known as "Pinewalk."
- d. Construct and maintain the Joint Use Pond in a condition that it will lawfully attenuate the stormwater runoff from all contributing drainage basins for 25-year/24-hour and five-year/24-hour design storm events so that the post-developed discharge rate is no greater than the pre-developed discharge rate. The contributing drainage basins are from: (i) the CR 210 Intersection, and (ii) portions of the Pinewalk residential development only. No other parcels shall be permitted to drain into the Joint Use Pond Drainage Easement Area. The resultant hydraulic gradient shall comply with applicable requirements of the St. Johns County Land Development Code.
- e. Construct and maintain the Joint Use Pond in a condition that does not violate any existing local, state or federal permit, including St. Johns River Water Management District Permit Nos. 107143-6, 107143-7 and 107143-8, and includes

conceptual contributing areas of (i) 64.81 acres of the CR 210 Intersection at 26 percent impervious surface, and (ii) 28.70 acres of Grantor's Pinewalk residential development at 29 percent impervious surface.

2. The Parties acknowledge and agree that following construction of the Joint Use Pond Facilities, such facilities and the Joint Use Pond Drainage Easement Area may be conveyed to the Greenbriar CDD for ownership, operation, maintenance, repair and replacement.

3. Grantor may, at Grantor's expense, modify, reconfigure and/or relocate the Joint Use Pond, the Joint Use Pond Facilities and Joint Use Pond Drainage Easement Area pursuant to plans approved by St. Johns River Water Management District and St. Johns County, and provided the minimum stormwater treatment volumes listed in Subsection 1.e above are maintained. Any such modification, reconfiguration and/or relocation shall be documented and memorialized by an amendment to this Easement, to which Grantee shall not withhold consent or execution of the amendment.

4. Grantor and Grantee covenant and agree that neither Party shall 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. The Parties shall contact one another regarding any known prohibited discharge into or within the Joint Use Pond Drainage Easement Area originating from any public right-of-way. Upon notification, the Party responsible for such discharge shall timely and responsibly perform the necessary action to contain and eliminate the discharge. Any obligation pertaining to a substance, material or pollutant cleanup by either Party, whether such violation of such laws, ordinances, rules, regulations or permits was known or unknown by the responsible Party shall, once known, be performed and paid for in full by the responsible Party. In the event of a prohibited discharge into or within the Joint Use Pond Drainage Easement Area, either Party may immediately cure the same and be reimbursed within a period of thirty (30) days of receipt of notice of discharge by the responsible Party upon demand for reasonable cost thereof as appropriate. Nothing herein shall preclude the Grantor or Grantee from seeking reimbursement from another person or entity responsible identified as the source of the prohibited discharge.

5. To the extent permitted under Florida law, Grantee agrees to indemnify and hold Grantor harmless from any and all claims, loss, cost, damage or expense, including reasonable attorneys' fees, caused to or suffered by Grantor attributable directly to 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.

6. Notwithstanding anything to the contrary in this Grant of Easement and Covenant, no direct or indirect partner, member, shareholder, manager, officer, director, agent, personal representative, trustee or employee of Grantor or Grantee or their successors and assigns (or any partner, member, shareholder, officer, director, agent, manager, personal representative, trustee or employee of any of the foregoing) shall be personally liable for the performance of the obligations

of, or in respect of any claims against, Grantor or Grantee arising under this Grant of Easement and Covenant. No personal judgment shall be sought or obtained against any of the foregoing in connection with this Grant of Easement and Covenant.

This Grant of Easement and Covenant and the obligations and rights set forth above are running with the land and shall be binding upon and inure to the benefit and burden of the successors and assigns of the 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.

GRANTOR:

GREENBRIAR PROPERTY HOLDINGS, LLC, a Delaware limited liability company

By: [Signature]
Print Name: Jordan Socaransky Vice President

Title:

By: [Signature]
Print Name: Marc Porosoff Vice President and Secretary

Title:

Signed, sealed and delivered in the presence of:

Witness: [Signature]
(Name Printed or Typed) Amy Sargent

PO Address: 9 Old Kings Hwy S., FL4 Darien, CT 06820

Witness: [Signature]
(Name Printed or Typed) Lizette Cervantes

PO Address: 9 Old Kings Hwy S., FL4 Darien, CT 06820

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me by means of [X] physical presence or online notarization this 19th day of November, 2024, by Jordan Socaransky, VP and as Marc Porosoff, VP + Secy of Greenbriar Property, Holdings, LLC, a Delaware limited liability company, who is authorized to act on behalf of the corporation, and who is personally known to me or has produced as identification.

[Signature] Margaret Ficano

Notary Public

My Commission Expires: 7-31-25

Personally Known or Produced Identification

Type of Identification Produced

MARGARET FICANO
Notary Public, State of Connecticut
My Commission Expires July 31, 2025

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2024, by _____ as _____ of Greenbriar Property, Holdings, LLC, a Delaware limited liability company, who is authorized to act on behalf of the corporation, and who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

Personally Known or Produced Identification

Type of Identification Produced

[the remainder of this page is intentionally left blank; signature page follows]

GRANTEE:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

By: _____

Print Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

Witness: _____
(Name Printed or Typed)

Witness: _____
(Name Printed or Typed)

PO Address: _____

PO 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 as _____ of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida and who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

Personally Known or Produced Identification

Type of Identification Produced

Exhibit "A"

Revised December 11, 2024
June 21, 2024
Page 1 of 2

Work Order No. 23-378.04
File No. 129G-35.04A

Joint-Use Pond Easement

A portion of Section 22, Township 5 South, Range 27 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 5685, page 1522, together with Parcel 8A(Revised) as described and recorded in Official Records Book 1404, page 199, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of Mill Creek Forest Phases 2 and 3, as recorded in Map Book 112, page 86, of said Public Records, said corner lying on the Northerly right of way line of Greenbriar Road, a variable width right of way as presently established; thence South $77^{\circ}11'39''$ East, along said Northerly right of way line, 2323.78 feet to the Point of Beginning.

From said Point of Beginning, thence North $58^{\circ}23'06''$ West, departing said Northerly right of way line, 52.73 feet; thence North $77^{\circ}09'47''$ West, 396.11 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $49^{\circ}52'46''$, an arc length of 21.76 feet to a point on a non-tangent curve concave Easterly having a radius of 693.37 feet, said arc being subtended by a chord bearing and distance of North $52^{\circ}13'24''$ West, 21.08 feet; thence Northerly along the arc of said curve, through a central angle of $03^{\circ}51'21''$, an arc length of 46.66 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $13^{\circ}05'26''$ East, 46.65 feet; thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 55.83 feet, through a central angle of $33^{\circ}01'44''$, an arc length of 32.19 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $31^{\circ}31'59''$ East, 31.74 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 121.22 feet, through a central angle of $63^{\circ}17'40''$, an arc length of 133.92 feet to a point on a non-tangent curve concave Easterly having a radius of 73.04 feet, said arc being subtended by a chord bearing and distance of North $16^{\circ}24'01''$ East, 127.21 feet; thence Northerly along the arc of said curve, through a central angle of $23^{\circ}40'11''$, an arc length of 30.17 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $02^{\circ}54'30''$ West, 29.96 feet; thence North $21^{\circ}10'13''$ East, along a non-tangent line, 76.22 feet to the point of curvature of a curve concave Westerly having a radius of 1039.50 feet; thence Northerly along the arc of said curve, through a central angle of $14^{\circ}24'31''$, an arc length of 261.41 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $13^{\circ}57'57''$ East, 260.72 feet; thence Northerly along the arc of a curve concave Easterly having a radius of 73.00 feet, through a central angle of $11^{\circ}10'27''$, an arc length of 14.24 feet to a point of said curve, said arc being subtended by a chord bearing and distance of North $12^{\circ}20'55''$ East, 14.21 feet; thence North $45^{\circ}49'59''$ East, along a non-tangent line, 152.46 feet to a point on a non-tangent curve concave Northeasterly having a radius of 290.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $32^{\circ}46'30''$, an arc length of 165.89 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $60^{\circ}47'00''$ East, 163.64 feet; thence South



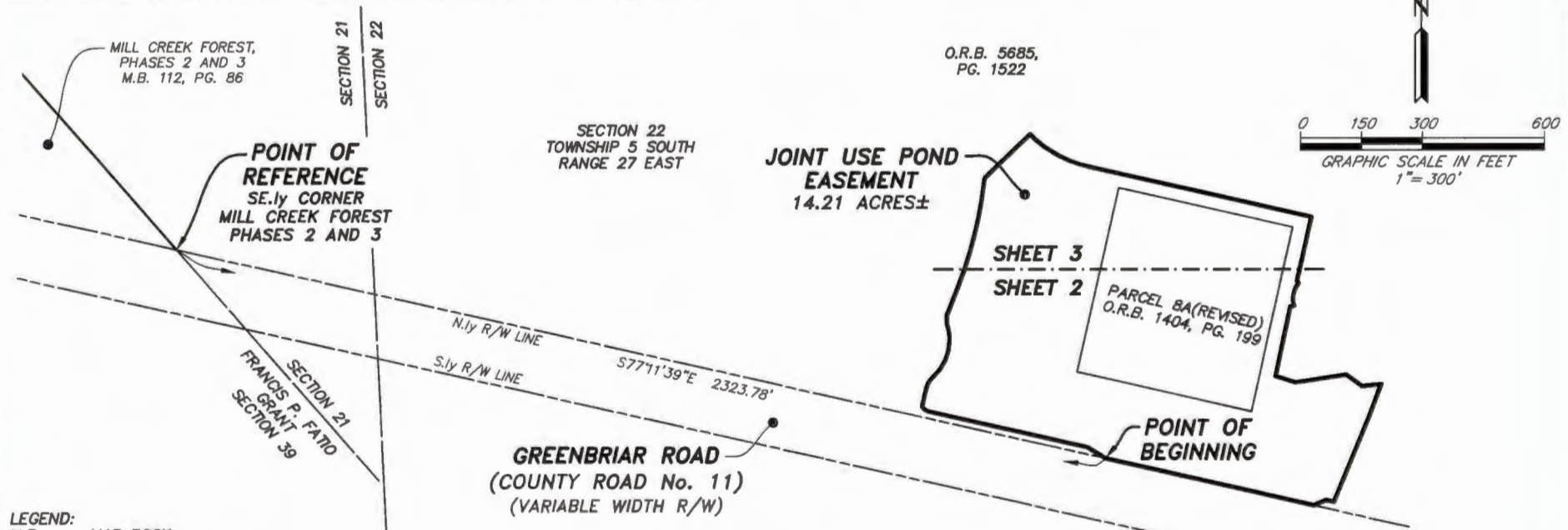
Joint-Use Pond Easement (continued)

77°10'15" East, 559.28 feet; thence South 12°50'51" West, 160.92 feet; thence South 38°21'46" East, 6.90 feet to a point on a non-tangent curve concave Easterly having a radius of 62.00 feet; thence Southerly along the arc of said curve, through a central angle of 53°38'01", an arc length of 58.04 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 11°34'47" West, 55.94 feet; thence South 74°45'47" West, along a non-tangent line, 9.22 feet; thence South 12°11'23" West, 175.16 feet; thence South 72°16'11" East, 50.23 feet; thence North 81°20'51" East, 126.62 feet; thence South 53°55'52" East, 47.44 feet; thence North 84°34'31" East, 48.82 feet; thence South 20°57'51" West, 89.59 feet; thence South 22°17'34" West, 212.37 feet; thence South 20°31'02" West, 10.56 feet; thence North 77°12'16" West, 20.96 feet; thence South 65°50'35" West, 32.51 feet to a point lying on said Northerly right of way line; thence North 77°11'39" West, along said Northerly right of way line, 522.72 feet to the Point of Beginning.

Containing 14.21 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522, TOGETHER WITH PARCEL 8A(REVISED) AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1404, PAGE 199, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND:
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
P.G. PAGE
R/W RIGHT OF WAY

GENERAL NOTES:
1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS BEING SOUTH 77°11'39" EAST.

SHEET 1 OF 3

REVISED DECEMBER 11, 2024 TO AMEND MAP AND DESCRIPTION (23-378.06)
REVISED PER CLIENT: SEPTEMBER 25, 2024

ETM
SURVEYING & MAPPING

14775 Old St. Augustine Rd.
Jacksonville, Florida 32258
(904) 642-8550
www.etmnc.com
Certificate of Authorization No: LB 3824

Trusted
Advisors,
Creating
Community.

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.

SCALE: 1"=300'
DATE: JUNE 21, 2024

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

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522, TOGETHER WITH PARCEL 8A(REVISED) AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1404, PAGE 199, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.
MATCHLINE SEE SHEET 3

LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
R/W RIGHT OF WAY
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
PRC POINT OF REVERSE CURVATURE
PCC POINT OF COMPOUND CURVATURE
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
C1 TABULATED CURVE DATA

O.R.B. 5685,
PG. 1522

PARCEL 8A(REVISED)
O.R.B. 1404, PG. 199

JOINT USE POND EASEMENT
14.21 ACRES±

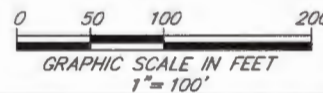
POINT OF BEGINNING

SECTION 22
TOWNSHIP 5 SOUTH
RANGE 27 EAST

GREENBRIAR ROAD
(COUNTY ROAD No. 11)
(VARIABLE WIDTH R/W)

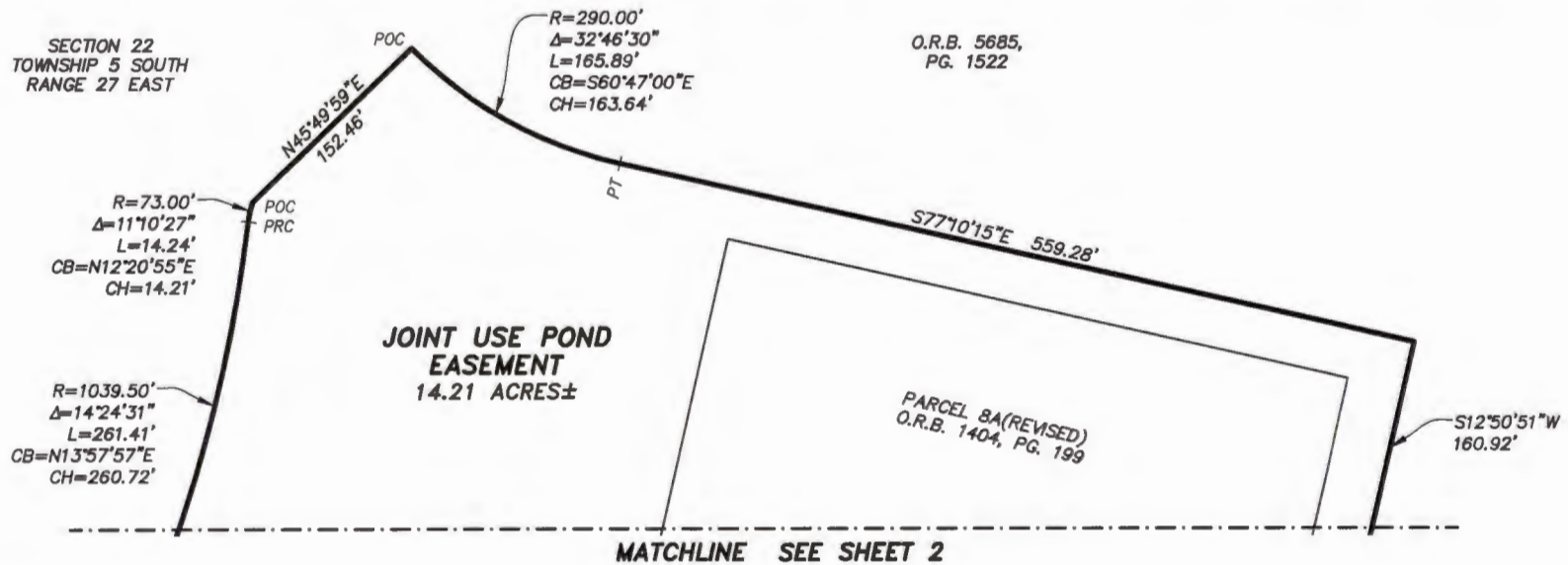
CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	693.37'	3°51'21"	46.66'	N13°05'26"E	46.65'
C2	55.83'	33°01'44"	32.19'	N31°31'59"E	31.74'

SHEET 2 OF 3
SEE SHEET 1 FOR GENERAL NOTES.



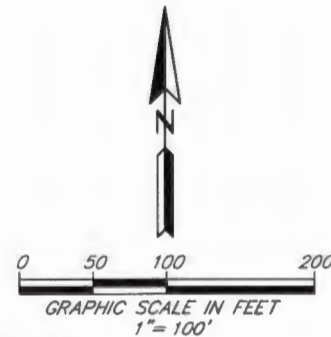
PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522, TOGETHER WITH PARCEL 8A(REVISED) AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1404, PAGE 199, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.



LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
R/W RIGHT OF WAY
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
PRC POINT OF REVERSE CURVATURE
PCC POINT OF COMPOUND CURVATURE
R RADIUS
 Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
C1 TABULATED CURVE DATA

SHEET 3 OF 3
SEE SHEET 1 FOR GENERAL NOTES.



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2023 Aerial Imagery

Date: 6/26/2024

Property Exchange
Greenbriar Property
Holdings, LLC.

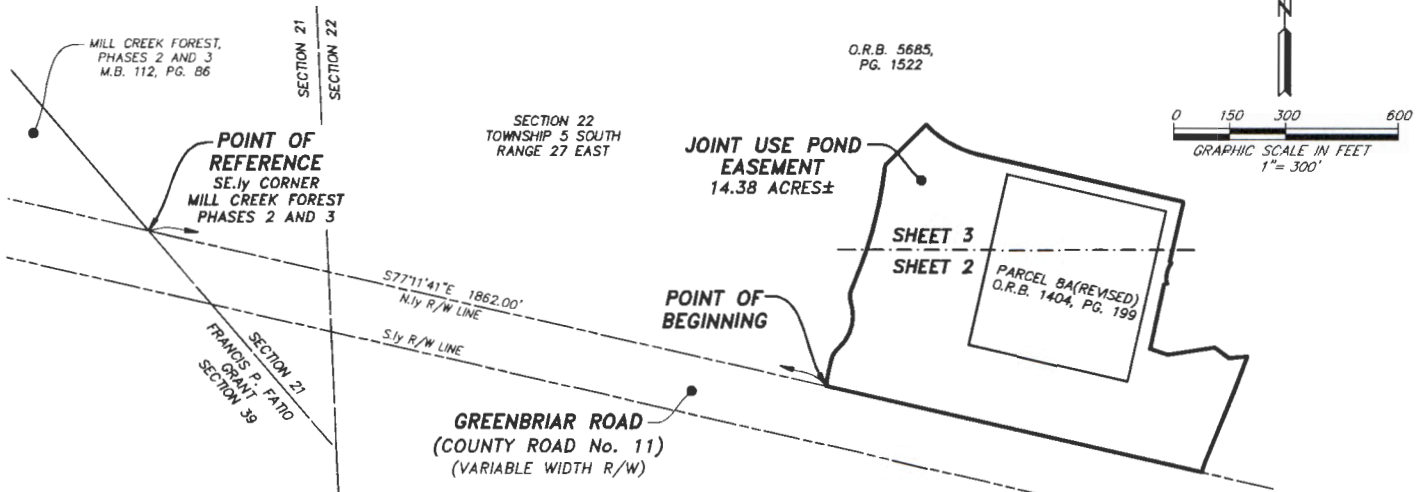


Land Management
Systems
(904) 209-0796

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.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522, TOGETHER WITH PARCEL 8A(REVISED) AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1404, PAGE 199, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND:
 M.B. MAP BOOK
 O.R.B. OFFICIAL RECORDS BOOK
 P.C. PAGE
 R/W RIGHT OF WAY

GENERAL NOTES:
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS BEING SOUTH 77°11'41" EAST.

SHEET 1 OF 3

ETM | Trusted Advisors, Creating Community.
 SURVEYING & MAPPING

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

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.

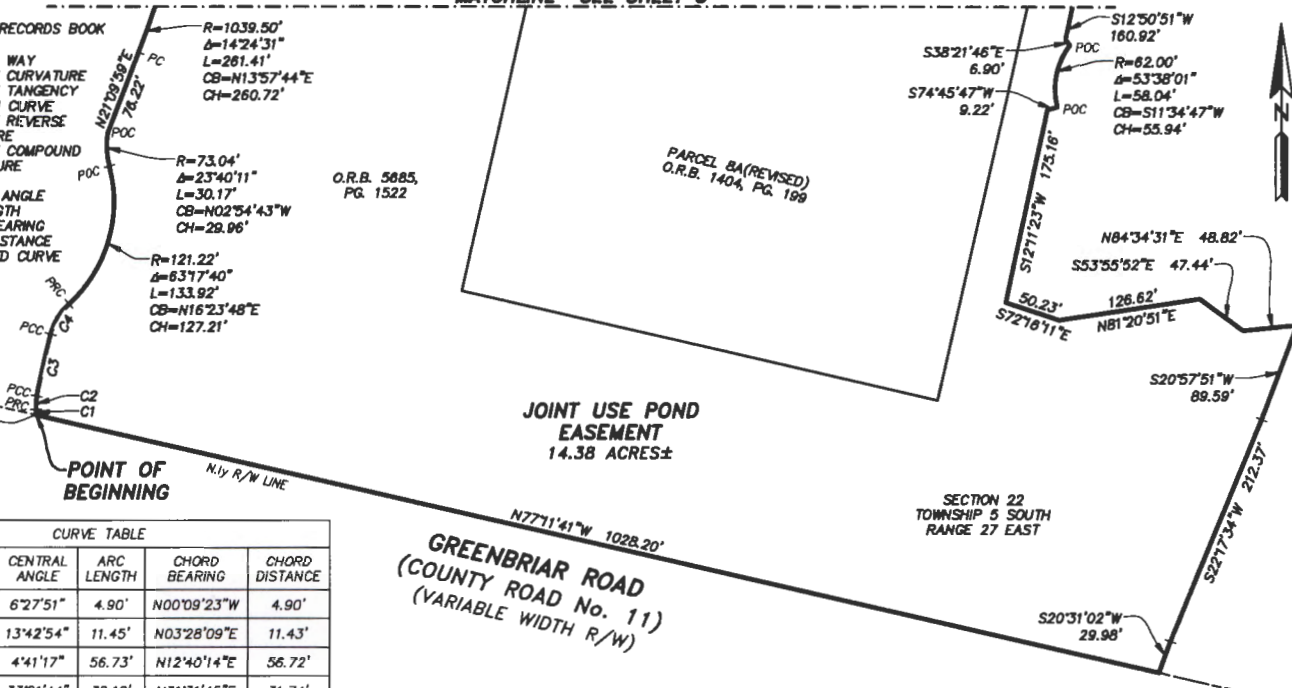


Digital Signature by: Bob L. Pittman, P.S.M.

SCALE: 1" = 300'
 DATE: JUNE 21, 2024
 BOB L. PITTMAN
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA PSM No. 4827

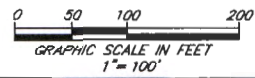
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MATCHLINE SEE SHEET 3

- LEGEND:**
 O.R.B. OFFICIAL RECORDS BOOK
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 TABULATED CURVE DATA



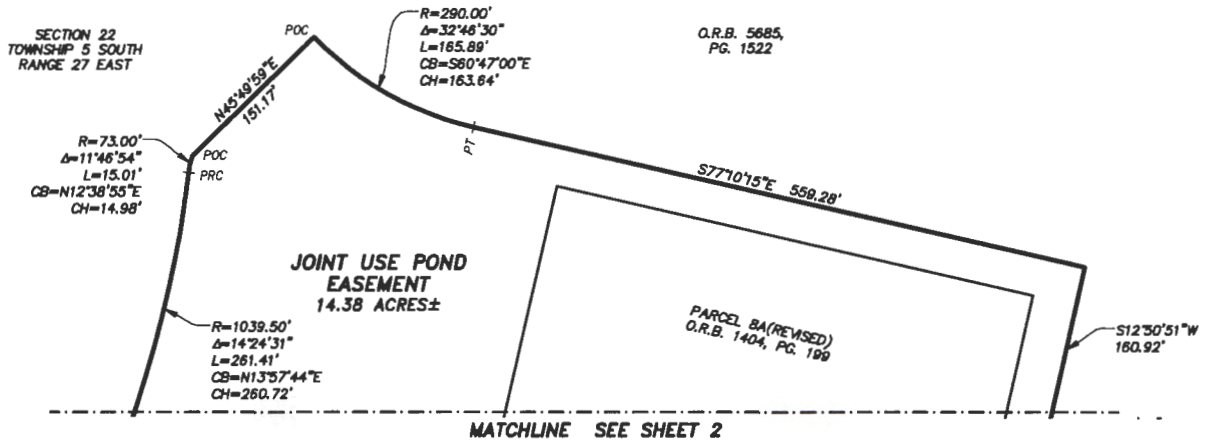
CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	43.47'	6°27'51"	4.90'	N00°09'23"W	4.90'
C2	47.85'	13°42'54"	11.45'	N03°28'09"E	11.43'
C3	693.37'	4°41'17"	56.73'	N12°40'14"E	56.72'
C4	55.83'	33°01'44"	32.19'	N31°31'45"E	31.74'

SHEET 2 OF 3
 SEE SHEET 1 FOR GENERAL NOTES.



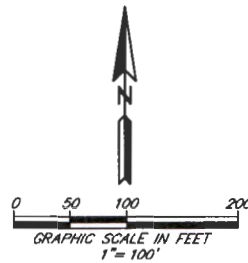
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 JACKSONVILLE, FL 32256 (904) 642-8550
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LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Brandon Patty, Clerk of Circuit Attn: Artricia Allen Deputy Cler
Brandon Patty, Clerk of Circuit Court & Comptroller
4010 Lewis Speedway
St Augustine FL 32084-8637

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 Govt Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

12/03/2024, 12/10/2024

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 12/10/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$140.60	
Tax Amount:	\$0.00	
Payment Cost:	\$140.60	
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Customer No:	764114	1
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MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PROPOSED EXCHANGE OF COUNTY PROPERTY

On Tuesday, December 17, 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 Greenbriar Property Holdings, LLC, a Foreign limited liability company in connection with a pond site on north-side of Greenbriar Road east of Limber Pine Blvd and west of Veterans Pkwy.

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 32084.

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 Dobbs 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: 12/3/24 12/10/24 #10793836