

RESOLUTION NO. 2025- 293

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING CERTAIN PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENTS FOR THE ST. JOHNS COUNTY SHORE PROTECTION PROJECT TO REQUALIFY FOR FUTURE FEDERAL ASSISTANCE AND APPROPRIATIONS.

RECITALS

WHEREAS, St. Johns County (County) and the Department of the Army, United States Army Corps of Engineers (USACE), entered into a Project Partnership Agreement for the St. Johns County Shore Protection Project (Project) authorized by Resolution 2000-113, dated August 15, 2000, whereby the Department of the Army agrees to restore a portion of the Atlantic Ocean beach in St. Johns County and to provide periodic nourishment for 50 years thereafter and the County agrees to pay a portion of the costs thereof and to maintain, operate, repair, rehabilitate and replace the Project after its initial construction as needed; and

WHEREAS, the USACE has notified the County that the agency has changed its policy from allowing 50-year easements to now requiring perpetual easements; and

WHEREAS, the USACE notified the County of the requirement to obtain the Perpetual Beach Storm Damage Reduction Easements (“Perpetual Easements”) for the St. Johns County Shore Protection Project in the form approved and provided by USACE, without modifications or edits, prior to USACE budgeting or constructing any future renourishments; and

WHEREAS, for the St. Johns County Shore Protection Project, sixty-two (62) Perpetual Easements are required from property owners identified on Exhibit “A”, attached hereto and made a part hereof; twenty-three (23) of which have been executed to date, and are provided in attached Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, the remainder of Perpetual Easements for the project, attached hereto as Exhibit “C”, incorporated by reference and made a part hereof, will be forthcoming; and

WHEREAS, it is in the best interest of St. Johns County to accept the Perpetual Easements for the health, safety and welfare of its citizens.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The executed Perpetual Easements are hereby accepted by the Board of County Commissioners.

Section 2. The Clerk is instructed to record the original Perpetual Easements in the public records of St. Johns County, Florida.

Section 3. The use of the standard USACE provided Perpetual Beach Storm Damage Reduction Easement is approved for the remainder of the required easements and may be recorded by the Clerk in the public records of St. Johns County, Florida, upon execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Rendition Date SEP 02 2025

By: [Signature]
Krista Joseph, Chair

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

By: Crystal Smith
Deputy Clerk

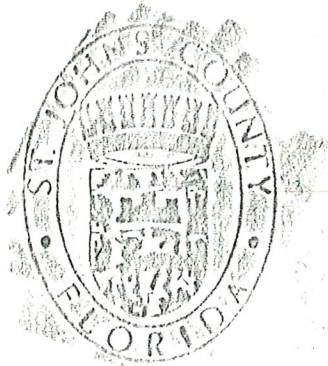


Exhibit "A" to the Resolution

PROPERTY OWNERS IN THE ST. JOHNS COUNTY SHORE PROTECTION PROJECT

- 1 KEY BEACH NORTH LLC
- 2 PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
- 3 ENDLESS SUMMER CONDOMINIUM ASSOCIATION INC.
- 4 BAM PARTNERS LLC
- 5 BENOIT C PINEAU and BONNIE S PINEAU
- 6 CYNTHIA ELLEN BERENS and HENRY JOHN BERENS
- 7 ARVIN ENTERPRISES INC
- 8 SANGEETA BHOOLA and SIMRYN BHOOLA
- 9 HELEN S BAGEN
- 10 GARY B LANDS and VIRGINIA M LANDS
- 11 1 13TH STREET LLC
- 12 BRIAN CHARLES DAUSCH and REBECCA LOUISE DAUSCH
- 13 BRADLEY D LEHAN
- 14 INTERVAL SUNSTATE MARKETING INC
- 15 JONATHAN DEL RE
- 16 THE DONALD AND CLARE BAILEY JOINT REVOCABLE TRUST u/a dated May 16, 2017
- 17 TIMOTHY PATRICK CAMPBELL and LYNNE CAMPBELL
- 18 SURFSIDE SIX CONDOMINIUM ASSOCIATION INC
- 19 SEE-RAY SHORES CONDOMINIUM ASSOCIATION INC
- 20 ST AUGUSTINE RENTAL PROPERTIES LLC
- 21 ST AUGUSTINE RENTAL PROPERTIES LLC
- 22 STEPHEN RAYE and CAROLINE RAYE
- 23 GEORGE J RENNA REVOCABLE TRUST D:05/25/2017
- 24 CHARLES E PELLICER
- 25 ANN MARIE HARRISON
- 26 JAMES N MCGARVEY JR
- 27 BRIAN DEL REY and CAREY DEL REY
- 28 VERSAGGI BEACH HOUSE LLC
- 29 MICHAEL A VERSAGGI and BERNADETTE VERSAGGI
- LARRY G TURNER TRUST D: 05/24/2013 and
- 30 JAMES J PARLAPIANO and LISA J PARLAPIANO
- and ANTHONY J MARTINEZ and BRENDA L MARTINEZ
- 31 HAROLD V GROOME III
- 32 THE ANDERSON PIERCE EVANS FAMILY TRUST and SADIE J EVANS
- 33 BEVERLY A SINCLAIR
- 34 ATLAS AUGUSTINE LLC
- 35 ISLAND SOUTH CONDO ASSOCIATION INC
- 36 OCEAN COTTAGES LLC
- 37 PHILLIP R GODIN and LINDA A GODIN
- 38 SEA BREEZE COTTAGE LLC
- 39 MAURICE W BAEHR JR and MARY ANN PHELPS-BAEHR
- 40 DAVID WHITE
- 41 JAMES WILLIAM BLACK LIVING TRUST

42 LEASE ATOM LLC
43 1ST CRESCENT WAVE LLC
44 SPENGLER REVOCABLE TRUST dated January 31, 2014
45 O'TOOLE FAMILY TRUST D: 7-22-2
46 LINDA BAYLES and BRAD BAYLES
47 MARTA M ROTH and CHARLES B ROTH
48 DADS PROPERTIES LLC
49 INNOVATIVE FUNDING GROUP LLC
50 SURF AND SAND OCEANFRONT LLC
51 MARYBETH ADAMS LIVING TRUST
52 810 BEACH INC
53 DIESEL CONSTRUCTION CO LLC
54 812 A1A BEACH BLVD LLC
55 PONCE LANDING OF ST AUGUSTINE BEACH CONDOMINIUM ASSOCIATION INC
56 SURF CREST VILLAGE SERVICE INC
57 OCEAN VILLAS AT ST AUGUSTINE BEACH CONDOMINIUM ASSOCIATION INC
58 ST AUGUSTINE RESORTS INC
59 ST AUGUSTINE OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION INC
60 SEA WINDS CONDOMINIUM ASSOCIATION, INC.
61 BERMUDA RUN MASTER ASSOCIATION, INC.
62 CITY OF ST. AUGUSTINE BEACH

Exhibit "B" to the Resolution

1686700000_MICHAEL A VERSAGGI and BERNADETTE VERSAGGI

Prepared by:

St. Johns County

500 San Sebastian View

St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 15 day of May, 2025, between MICHAEL A VERSAGGI and BERNADETTE VERSAGGI, whose address is 5195 SAINT AMBROSE CHURCH RD, ELKTON, FL 32033-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature Leannette Torres Grantor Signature Michael Versaggi
Leannette Torres 120 SR 312 W MICHAEL A VERSAGGI

Print Witness Name Bernadette Versaggi
Address 1 1/2 Seventh Lane Grantor Signature Bernadette Versaggi
BERNADETTE VERSAGGI

Witness Signature Amber Santorelli
Print Witness Name Amber Santorelli
Address 120 SR 312 St. Augustine FL 32086

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of May, 2025, by MICHAEL A VERSAGGI and BERNADETTE VERSAGGI.

Daniella Vaughn
Notary Public
My Commission Expires: 11-8-26

Personally Known or Produced Identification
Type of Identification Produced
Driver's License

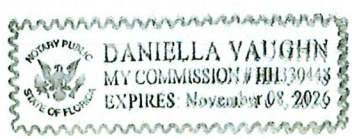


Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

LOT B, BLOCK 5, CHAUTAUQUA BEACH, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 5 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. AND THE NORTH 1/2 OF LAND LOCATED BETWEEN LOTS B & C AND LANDS LYING EAST TO ATLANTIC OCEAN.

1686600000_VERSAGGI BEACH HOUSE, LLC

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 16th day of May, 2025, between VERSAGGI BEACH HOUSE, LLC, whose address is 720 S ORLEANS AVE, TAMPA, FL 33606-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Witness Signature [Signature]

VERSAGGI BEACH HOUSE, LLC

By: Russell Versaggi

Print Witness Name Michael OdeKirk

Its: Manager

Address 252 Lecoln rd
Lakeland Fl. 33809

Witness Signature [Signature]

Print Witness Name Richard Powell

Address 18512 Lake Keen Dr
Lot 2 FL 33549

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of May, 2025, by Russell Versaggi for VERSAGGI BEACH HOUSE, LLC, as its Manager who is personally known to me or has produced personally known as identification.



Shelby Markart
Notary Public
My Commission Expires: June 30, 2027

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot A, Block 5, Anastasia Methodist Assembly according to plat of Chautauqua Beach Subdivision of said Assembly dated April 4, 1913, recorded in Map Book 2, page 8 of the public records of St. Johns County, Florida.

Kelly McTaggart
*Real Estate Coordinator
Land Management Systems*

P: 904.209.1276
500 San Sebastian View
St. Augustine, FL 32084
kmctaggart@sjcfl.us
SJCFL.us



168680000_JAMES J PARLAPIANO and LISA J PARLAPIANO, LARRY G TURNER as Trustee of the LARRY G TURNER TRUST D: 05/24/2013 and ANTHONY J MARTINEZ and BRENDA L MARTINEZ

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 16th day of MAY, 2025, between JAMES J PARLAPIANO and LISA J PARLAPIANO, LARRY G TURNER as Trustee of the LARRY G TURNER TRUST D: 05/24/2013 and ANTHONY J MARTINEZ and BRENDA L MARTINEZ, whose address is 3 7TH LN APT 2, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the

construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and not withstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness Signature Colin Dwyer

Print Witness Name Colin Dwyer

Address 3750 AIA South

Saint Augustine FL 32080

Witness Signature Dons Adwkiewicz

Print Witness Name Dons Adwkiewicz

Address 3750 AIA South

St. Augustine FL 32080

STATE OF FLORIDA
COUNTY OF ST. JOHNS

GRANTORS:

LARRY G TURNER TRUST D: 05/24/2013

By: [Signature]

Its: Trustee

~~JAMES J. PARLAPIANO~~

~~LISA J. PARLAPIANO~~

~~ANTHONY J. MARTINEZ~~

~~BRENDA L. MARTINEZ~~

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of MAY, 2025, by LARRY G TURNER for JAMES J PARLAPIANO and LISA J PARLAPIANO, LARRY G TURNER as Trustee of the LARRY G TURNER TRUST D: 05/24/2013 and ANTHONY J MARTINEZ and BRENDA L MARTINEZ, who are personally known to me or have produced FL DL as identification.

Jasna Barber
Notary Public
My Commission Expires: Aug. 12, 2028

Personally Known or Produced Identification
Type of Identification Produced FL DL

construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

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IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness Signature Dunia Leon

Print Witness Name Dunia Leon

Address 3750 AIA South
St. Augustine, FL 32080

Witness Signature [Signature]

Print Witness Name Doris Adzkiwicz

Address 3750 AIA South
St. Augustine FL 32080

STATE OF FLORIDA
COUNTY OF ST. JOHNS

GRANTORS:

LARRY G TURNER TRUST D: 05/24/2013

By: N/A

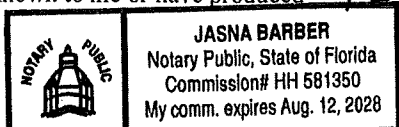
Its: [Signature]
JAMES J. PARLAPIANO

[Signature]
LISA J. PARLAPIANO

N/A
ANTHONY J. MARTINEZ

N/A
BRENDA L. MARTINEZ

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of MAY, 2025, by LARRY G TURNER as Trustee of the LARRY G TURNER TRUST D: 05/24/2013 and ANTHONY J MARTINEZ and BRENDA L MARTINEZ, who are personally known to me or have produced FL DL as identification.



[Signature]
Notary Public
My Commission Expires: Aug. 12. 2028

Personally Known or Produced Identification
Type of Identification Produced FL DL

construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

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IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness Signature Charlyn Czarneki

Print Witness Name Charlyn Czarneki

Address 3750 A1A South
St. Augustine, FL 32080

Witness Signature Carol Eddy

Print Witness Name Carol Eddy

Address 3750 A1A South
St. Augustine, FL 32080

STATE OF Florida
COUNTY OF St. Johns

GRANTORS:

~~LARRY G TURNER TRUST D: 05/24/2013~~

By: _____

Its: _____

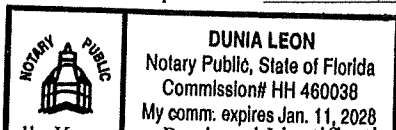
~~JAMES J. PARLAPIANO~~

~~LISA J. PARLAPIANO~~

Anthony J. Martinez
ANTHONY J. MARTINEZ

Brenda L. Martinez
BRENDA L. MARTINEZ

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of May, 2025, by _____ for ~~JAMES J PARLAPIANO and LISA J PARLAPIANO, LARRY G TURNER as Trustee of the LARRY G TURNER TRUST D: 05/24/2013~~ and ANTHONY J MARTINEZ and BRENDA L MARTINEZ, who are personally known to me or have produced LA DL as identification.



Personally Known or Produced Identification
Type of Identification Produced LA DL

Dunia Leon
Notary Public
My Commission Expires: 01/11/2028

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot C of Block 5, Chatauqua Beach Subdivision of the Anastasia Methodist Assembly Grounds, according to plat recorded in Plat Book 2, Page 5 of the Public Records of St. Johns County, Florida;

Also the South half of the land between said Lot C and B of Block 5, Chatauqua Beach Subdivision of the Anastasia Methodist Assembly Grounds, according to map or plat thereof recorded in Map Book 2, Page 5 of the Public Records of St. Johns County, Florida, said land being formerly an unnamed alley and vacated by resolution of the Board of County Commissioners of St. Johns County, Florida, on October 14, 1952, except the West five (5) feet of the South 25.50 feet of Lot C.

1672000000_BAM PARTNERS, LLC
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 20th day of MAY, 2025, between BAM PARTNERS, LLC, whose address is 1200 PLANTATION ISLAND DR STE 210, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature Katharine Alexander
Print Witness Name Katharine Alexander
Address 294 Shores Blvd.
St. Augustine, FL 32086

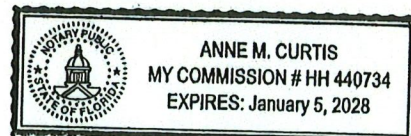
Witness Signature Joan Thornton
Print Witness Name JOAN Thornton
Address 1 16th St., Unit B
St Augustine, FL 32080

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of MAY, 2025, by MARK F. BAILEY for BAM PARTNERS, LLC, as its MEMBER who is personally known to me or has produced _____ as identification.

Anne M. Curtis
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



GRANTOR:

BAM PARTNERS, LLC

By: Mark F. Bailey

Its: Member
Mark F Bailey

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

ALL THAT CERTAIN LAND SITUATE IN ST. JOHNS COUNTY, FLORIDA TO WIT:

PARCEL I: LOT Q AND THE SOUTH 23.50 FEET OF LOT R OF ATLANTIC BEACH SUBDIVISION OF THE ANASTASIA METHODIST ASSEMBLY GROUNDS, ACCORDING TO PLAT RECORDED IN MAP BOOK 2, PAGES 32 AND 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL II: ALL THAT PART OF A PARCEL OF LAND LYING BETWEEN THE HIGH WATER MARK OF THE ATLANTIC OCEAN ON THE EAST AND THE EASTERLY LINE OF LOT Q AND THE SOUTH 23.50 FEET OF LOT R, AS SHOWN ON THE PLAT OF ATLANTIC BEACH SUBDIVISION OF THE ANASTASIA METHODIST ASSEMBLY GROUNDS, ACCORDING TO PLAT RECORDED IN MAP BOOK 2, PAGES 32 AND 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING BETWEEN THE SOUTH LINE OF SAID LOT Q AND THE NORTH LINE OF THE SOUTH 23.50 FEET OF LOT R EXTENDED EASTERLY TO SAID HIGH WATER MARK OF THE ATLANTIC OCEAN.

1672000901_ ENDLESS SUMMER CONDOMINIUM ASSOCIATION ,INC.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 20th day of May, 2025, between ENDLESS SUMMER CONDOMINIUM ASSOCIATION, INC., whose address is 1200 PLANTATION ISLAND DR STE 210, SAINT AUGUSTINE, 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

ENDLESS SUMMER CONDOMINIUM
ASSOCIATION, INC.

Witness Signature Katharine Alexander

By: John D Bailey Jr

Print Witness Name Katharine Alexander

Its: Member
John D Bailey, Jr.

Address 294 Shores Blvd.

St. Augustine, FL 32086

Witness Signature Joan Thornton

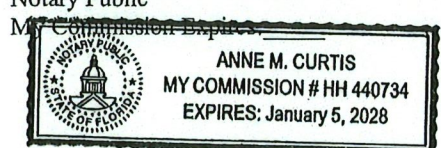
Print Witness Name JOAN Thornton

Address 1 16th St., Unit B
St Augustine, FL 32080

STATE OF Florida
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of MAY, 2025, by JOHN D BAILEY JR for ENDLESS SUMMER CONDOMINIUM ASSOCIATION, INC., as its MEMBER who is personally known to me or has produced _____ as identification.

Anne M. Curtis
Notary Public



Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

PARCEL I:

LOTS "S", "T" AND THE NORTH 23 FEET OF LOT "R" OF THE ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUNDS, ACCORDING TO PLAT BOOK 2, PAGE 50, OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND ALSO RECORDED IN PLAT BOOK 2, PAGE 32 OF SAID RECORDS.

PARCEL II:

THAT PIECE OR PARCEL OF LAND LYING BETWEEN THE WATERS OF THE ATLANTIC OCEAN ON THE EAST AND THE EASTERLY BOUNDARY LINE OF LOTS "S", "T" AND THE NORTH 23 FEET OF LOT "R" ON THE WEST, AS SAID LOTS "S", "T" AND "R" ARE SHOWN ON THE PLAT OF ATLANTIC BEACH SUBDIVISION, BEING A SUBDIVISION OF ANASTASIA METHODIST IN PLAT BOOK 2, PAGES 32 AND 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BETWEEN THE NORTH LINE OF LOT "T" AND THE SOUTH LINE OF THE NORTH 23 FEET OF LOT "R" EXTENDED EASTERLY TO SAID WATERS OF THE ATLANTIC OCEAN.

1699000210_OCEAN COTTAGES, LLC
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 22nd day of May, 2025, between OCEAN COTTAGES, LLC, whose address is 109 MARSHALL CREEK DRIVE, ST. AUGUSTINE, FL 32095-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

Witness Signature [Signature]
Print Witness Name G. Preston Keyes
Address 109 Marshall Creek Drive
St. Augustine, Florida 32095

OCEAN COTTAGES, LLC
By: [Signature]
Its: Manager

Witness Signature [Signature]
Print Witness Name Kelly McTaggart
Address 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 22nd day of May, 2025, by Melissa for OCEAN COTTAGES, LLC, as its Manager who is personally known to me or has produced FL Drivers license as identification.

[Signature]
Notary Public
My Commission Expires: 8-24-2025

Personally Known or Produced Identification
Type of Identification Produced
FL DL



KELLY MCTAGGART
Commission # HH 168723
Expires August 24, 2025
Bonded Thru Budget Notary Services

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

LOTS 21 AND 22 IN THE SUBDIVISION OF HOTEL GROUNDS, CHAUTAUQUA BEACH, ST. AUGUSTINE, FLORIDA, AS PER MAP PREPARED BY GOULD T. BUTLER AND FILED IN MAP BOOK 3, PAGE 140 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. TOGETHER WITH A 75 FOOT STRIP OF LAND LYING EAST OF AND ADJACENT TO SAID LOTS 21 AND 22. SAID STRIP BEING BOUNDED ON THE NORTH BY THE EXTENDED NORTH LINE OF LOT 21 AND ON THE SOUTH BY THE EXTENDED SOUTH LINE OF LOT 22.

1630090000_PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 28th day of May, 2025, between PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC., whose address is 390 A1A BEACH BLVD, SAINT AUGUSTINE BEACH, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

PIER POINT SOUTH CONDOMINIUM
ASSOCIATION, INC.

By: Harriet Rawl
Its: Board secretary

Witness Signature Linda A Olson

Print Witness Name Linda Olson

Address 390 AIA Beach Blvd #29

St. Augustine Beach FL 32080

Witness Signature Nora K Rowsey

Print Witness Name NORA K ROWSEY

Address 390 AIA BEACH BLVD #28

St. Augustine Beach, FL 32080

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of May, 2025, by Harriet Rawl for PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC., as its Secretary who is personally known to me or has produced _____ as identification.

Laura Stowers
Notary Public
My Commission Expires: 7/18/28

Personally Known or Produced Identification
Type of Identification Produced



LAURA STOWERS
Commission # HH 573421
Expires July 18, 2028

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

PARCEL I All of that part of the South 237 feet, more or less, of Government Lot 1 of Section 34, Township 7 South, Range 30 East, situate, lying and being Easterly of St. Augustine Beach Road (State Road A1A) as said road is now located and constructed over, upon and across said Government Lot 1, (said land being further, or also, described as all of Government Lot 1 of Section 34, Township 7 South, Range 30, situate East of State Road A1A as now located and South of those certain lands deeded by Model Land Company to County of St. Johns, April 5, 1938, recorded in Deed Book 76, page 301 of St. Johns County Records), excepting and reserving therefrom, a strip of land 20 feet by 125 feet in the Northeast corner thereof, conveyed by the Model Land Company to the County of St. Johns, State of Florida, by public records of St. Johns County, Florida, for boardwalk purposes, and also excepting therefrom the following parcel: Commencing at the intersection of the North line of said Government Lot 1 with the East right of way line of State Road No. A1A, said road being 100 feet in width; thence South $01^{\circ} 12'$ West, on said East right of way line, 1,087 feet to the point of beginning at the Northwest corner of the herein described parcel of land on the North line of the South 237 feet more or less of said Government Lot 1; thence North $89^{\circ} 15'$ East, on said North line of the South 237 feet more or less of Government Lot 1, a distance of 150 feet; thence South $01^{\circ} 12'$ West 100 feet; thence South $89^{\circ} 15'$ West 150 feet; thence North $01^{\circ} 12'$ East, on said East right of way line of road, 100 feet to the point of beginning.

PARCEL II Lots U, V, 142 and 143 of Atlantic Beach Subdivision of Anastasia Methodist Assembly Grounds, according to map recorded in Map Book 2, Page 50, of the public records of St. Johns County, Florida.

PARCEL III All land situate, lying and being between the Atlantic Ocean on the East; and the East line of Lots U and V and the East line of the South 237 feet of Government Lot 1, Section 34, Township 7 South, Range 30 East, on the West, and lying situate and being between the South line of said Lot U of said Atlantic Beach Subdivision extended in a straight line Easterly to the Atlantic Ocean, and the South line of the 20 foot by 125 foot strip of land described in Deed Book 76, page 303 of the public records of St. Johns County, Florida, extended Easterly to the Atlantic Ocean.

PARCEL IV Lots 144, 145, 146, 147 and 148, Atlantic Beach Subdivision, in Government Lot 6, Section 34, Township 7 South, Range 30 East, except any portion thereof lying within the right of way of State Road A1A, as presently established. ALSO all that part of the right of way of the St. Johns Electric Company, shown on map of Atlantic Beach Subdivision, in Government Lot 6, Section 34, Township 7 South, Range 30 East, bounded North by the North line of Lot 143 of Atlantic Beach Subdivision, South by the North line of 16th Street, and west by the East line of Lot 144 of Atlantic Beach Subdivision.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 2nd day of June, 2025, between ARVIN ENTERPRISES, INC., whose address is 45 SETON TRL, ORMOND BEACH, FL 32176-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

Witness Signature *Robin Shults*

ARVIN ENTERPRISES, INC.

Print Witness Name Robin Shults

By: *[Signature]*

Address 45 Seton Trail
Ormond Beach, FL 32174

Its: Manager

Witness Signature *[Signature]*

Print Witness Name Archana Patel

Address 103 Tamoka Ridge Way
Ormond Beach, FL 32174

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of June, 2025, by Mary Breen for ARVIN ENTERPRISES, INC., as its Manager who is personally known to me or has produced [Signature] as identification.

[Signature]
Notary Public
My Commission Expires: 4-8-28

Personally Known or Produced Identification
Type of Identification Produced

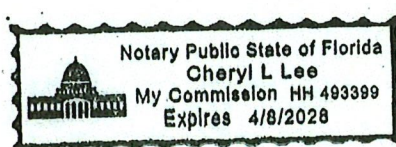


Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Parcel A:

Lots 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 106, 107, 108 and 109 (except those portions of Lots 80, 90, 106, and 107 situate within the right of way of State Road A1A formerly State Road No. 140 deeded by Frank E. Hale and Clara A. Hale, his wife to State of Florida by that certain Quit Claim Deed dated December 19, 1938, recorded in Deed Book 119, Page 248, of the Public Records of St. Johns County, Florida) all in ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds, a subdivision of St. John County, Florida, according to the plat thereof recorded in Plat Book 2, Page 50 of the Public Records of St. Johns County, Florida.

Parcel B:

That portion of a 50 foot strip of land known as St. Johns Electric Railway right of way lying between Lots 81 and 82, as shown on the plat, ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds according to the plat thereof, recorded in Plat Book 2, Page 50 of the Public Records of St. Johns County, Florida, said portion being bounded as follows: On the West by the East line of said Lot 81; on the North by the South right of way line of 14th Street, as now established; on the East by the West line of said Lot 82; and on the South by an Easterly prolongation of the South line of said Lot 81, to its intersection with the Southwest corner of said Lot 82.

Parcel C:

That portion of a 50 foot strip of land known as St. Johns Electric Railway right of way lying between lots 87 and 88, as shown on the plat, ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds according to the plat thereof, recorded in Plat Book 2, Page 50 of the Public Records of St. Johns County, Florida, said portion being bounded as follows: On the West by the East line of said Lot 88; on the North by an Easterly prolongation of the North line of said Lot 88 to its intersection with the Northwest corner of said Lot 87; on the east by the West line of said Lot 87; and on the South the North right of way line of 14th Street, as now established.

Parcel D:

Lot "M" of ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds according to the plat thereof, recorded in Plat Book 2, Page 50, of the Public Records of St. Johns County, Florida.

TOGETHER WITH: That piece or parcel of land lying between the waters of the Atlantic Ocean on the East and the Easterly boundary line of Lot "M" on the West, as said Lot "M" is shown on the plat of ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds according to the plat recorded in Plat Book 2, Page 50 of the Public Records of St. Johns County, Florida, between the North and South lines of said Lot "M" extended Easterly to said waters of the Atlantic Ocean.

Parcel E:

Lot "L" of ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds, according to the plat thereof, recorded in Plat Book 2, Page 50 of the Public Records of St. Johns County, Florida.

TOGETHER WITH: That piece or parcel of land lying between the waters of the Atlantic Ocean on the East and the Easterly boundary line of Lot "L" on the West, as said Lot "L" is shown on the plat of ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds, according to the plat recorded in Plat Book 2, Page 50 of the Public Records of St. Johns County, Florida, and between the North and South lines of said Lot "L" extended Easterly to said waters of the Atlantic Ocean, EXCEPTING from the foregoing the South 4 feet 7 inches (4' 7") of said Lot "L" and of said adjacent piece or parcel of land.

Parcel F:

Lot "N" of ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds, according to the plat thereof, recorded in Plat Book 2, Page 50, of the Public Records of St. Johns County, Florida.

TOGETHER WITH: That piece or parcel of land lying between the waters of the Atlantic Ocean on the East and the Easterly boundary line of Lot "N" on the West, as said Lot "N" is shown on the plat of ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds, according to the plat recorded in Plat Book 2, Page 50, of the Public Records of St. Johns County, Florida, and between the North and South lines of said Lot "N" extended Easterly to said waters of the Atlantic Ocean.

Parcel G:

That portion of Fourteenth Street as shown on the plat of ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds as recorded in Plat Book 2, Page 50 of the Public Records of St. Johns County, Florida, lying Easterly of the Easterly right of way line of County Road A1A (Beach Boulevard)

TOGETHER WITH: That piece or parcel of land lying between the waters of the Atlantic Ocean on the East and the Easterly boundary line of Lot "N" on the West, as said Lot "N" is shown on the plat of ATLANTIC BEACH SUBDIVISION of Anastasia Methodist Assembly Grounds, according to the plat recorded in Plat Book 2, Page 50, of the Public Records of St. Johns County, Florida, and between the North and South lines of said Lot "N" extended Easterly to said waters of the Atlantic Ocean.

1671000000_INTERVAL SUNSTATE MARKETING, INC.
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 3 day of June, 2025, between INTERVAL SUNSTATE MARKETING, INC., whose address is 101 LA QUINTA PL, SAINT AUGUSTINE, FL 32084-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

Witness Signature Judy Bramble

INTERVAL SUNSTATE MARKETING, INC.

By: Norbert Tuseo

Print Witness Name Andr Brulotte

Its: President

Address 101 La Quinta Pl
ST AUG FL 32084

Witness Signature [Signature]

Print Witness Name Daniel Smith

Address 110 old Shell harbor
Road Satsuma FL 32189

STATE OF FL
COUNTY OF ST Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of JUNE, 2025, by NORBERT TUSEO for INTERVAL SUNSTATE MARKETING, INC., as its PRESIDENT who is personally known to me or has produced FL DL as identification.

Molly Devine
Notary Public
My Commission Expires: 3/5/29

Personally Known or Produced Identification
Type of Identification Produced FL DL



MOLLY DEVINE
Commission # HH 647822
Expires March 5, 2029

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot "D", ATLANTIC BEACH SUBDIVISION of the Anastasia Methodist Assembly, according to plat recorded in Plat Book 2, page 32, of the public records of St. Johns County, Florida.

ALSO:

Beginning at the Northwest corner of Lot "D", Atlantic Beach Subdivision of the Anastasia Methodist Assembly Grounds, according to plat thereof recorded in Plat Book 2, page 50, public records of St. Johns County, Florida; run thence Westerly along the North line of Lot 29 of said subdivision a distance of six feet; thence Southerly on a line parallel to the West line of said Lot D a distance of 46.5 feet; thence Easterly on a line parallel to the North line of said Lot 29 a distance of six feet; thence Northerly along the West line of said Lot D 46.5 feet to the Place of Beginning.

1724600000_812 A1A BEACH BLVD., LLC
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 4th day of June, 2025, between 812 A1A BEACH BLVD., LLC, whose address is 201 FRONT ST STE 224, KEY WEST, FL 33040-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the

construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and not withstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature [Signature]

Print Witness Name Freddy Varela

Address 1024 17th St.
Key West, FL 33040

Witness Signature [Signature]

Print Witness Name Emily Varela

Address 3721 Paula Avenue
Key West, FL 33040

STATE OF Florida
COUNTY OF Monroe

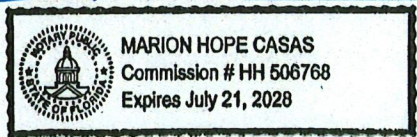
GRANTOR:

812 A1A BEACH BLVD., LLC

By: [Signature]

Its: Manager

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of June, 2025, by Edwin O. Swift, III for 812 A1A BEACH BLVD., LLC, as its Manager who is personally known to me or has produced as identification.



Marion Hope Casas
Notary Public
My Commission Expires: 7-21-28

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Parcel 1:

A parcel of land in Government lot 4, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, being more fully described as follows: commencing at the intersection of the north line of said Government Lot 4, with a line 50 feet easterly, as measured perpendicularly, from the centerline of Beach Boulevard (S.R. #A1 A, Old #140); thence south 00 degrees 29 minutes 17 seconds east (deed S 00 degrees 33 minutes east), on said line 50 feet easterly from the centerline of Beach Boulevard, 298.09 feet to the point of curvature of a curve being concave to the west, having a radius of 3420.34 feet, delta of 00 degrees 02 minutes 57 seconds and arc length of 2.93 feet; thence south 00 degrees 27 minutes 49 seconds east along the chord of said curve, 2.93 feet; thence north 89 degrees 56 minutes 00 seconds east, 370.65 feet to the point of beginning; thence south 00 degrees 04 minutes 00 seconds east, 104.81 feet to the intersection with a line lying 405 feet south of the north line of said Government Lot 4; thence south 89 degrees 58 minutes 25 seconds east, 403 feet more or less to the mean high water line of the Atlantic Ocean; thence meandering northerly along said mean high water line, 105 feet more or less; thence south 89 degrees 56 minutes 00 seconds west, 400 more or less feet to the point of beginning.

Parcel 2:

A parcel of land in Government Lot 4, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, being more fully described as follows: commencing at the intersection of the north line of said Government Lot 4, with a line 50 feet easterly, as measured perpendicularly, from the centerline of Beach Boulevard (S.R. # A1 A, Old # 140); thence south 00 degrees 29 minutes 17 seconds east (deed S 00 degrees 33 minutes east), on said line 50 feet easterly from the centerline of Beach Boulevard, 298.09 feet to the point of curvature of a curve being concave to the west, having a radius of 3420.34 feet, delta of 00 degrees 02 minutes 57 seconds and arc length of 2.93 feet thence south 00 degrees 27 minutes 49 seconds east along the chord of said curve, 2.93 feet to the point of beginning; thence continuing along said curve having a radius of 3420.34 feet, delta of 2 degrees 49 minutes 53 seconds, arc length of 169.03 feet, chord bearing of south 00 degrees 58 minutes 36 seconds west, and chord distance of 169.01 feet to a point being at the intersection of the east right-of-way line of said Beach Boulevard, lying 470 feet south of the north line of said Government Lot 4; thence continue along said curve, having a radius of 3420.34 feet, delta of 00 degrees 30 minutes 11 seconds, arc length of 30.03 feet, chord bearing of south 02 degrees 38 minutes 34 seconds west, and chord distance of 30.03 feet to a point at the intersection of the east right-of-way line of said Beach Boulevard lying 500 feet south of the north line of said Government Lot 4; thence south 89 degrees 56 minutes 25 seconds east along the north line of Ponce Landing as recorded in Map Book 14, Page 32, of the public records of said county, 375.15 feet to the point of beginning; thence continue south 89 degrees 56 minutes 25 seconds east, 405 feet more or less to the mean high water line of the Atlantic Ocean; thence meandering north along said mean high water line, 95 feet more or less to the intersection with a line lying 405 feet south of the north line of said Government Lot 4; thence north 89 degrees 56 minutes 25 seconds west, 403 feet more or less; thence south 00 degrees 04 minutes 00 seconds east, 95.00 feet to the point of beginning.

Parcel 3:

Together with appurtenant easements as set forth in Easement Agreement dated March 3, 2023 and recorded in Official Records Book , Page . (As to the following 4 Parcels)

A SHARED WELL EASEMENT SITUATED IN GOVERNMENT LOT 4, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4, WITH THE EAST RIGHT OF WAY LINE OF A 1-A BEACH BOULEVARD, AS IT CURRENTLY EXISTS; THENCE SOUTH 00 DEGREES 48 MINUTES 19 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE OF A 1-A BEACH BOULEVARD, A DISTANCE OF 298.17 FEET TO A POINT OF

CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 3420.34 FEET, A CENTRAL ANGLE OF 00 DEGREES 02 MINUTES 53 SECONDS, AN ARC LENGTH OF 2.87 FEET, A CHORD LENGTH OF 2.87 AND A CHORD BEARING OF SOUTH 00 DEGREES 46 MINUTES 53 SECONDS EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2.87 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1136, PAGE(S) 1202 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES 32 MINUTES 52 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1136, PAGE(S) 1202, A DISTANCE OF 370.63 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE(S) 1844 OF SAID PUBLIC RECORDS; THENCE SOUTH 00 DEGREES 27 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE(S) 1844, A DISTANCE OF 51.63 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE SOUTH 00 DEGREES 27 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE(S) 1844, A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 27.14 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 27.05 FEET TO THE POINT OF BEGINNING.

Also together with the following easement being more particularly described as follows:

A 20 FOOT EMERGENCY ACCESS EASEMENT SITUATED IN GOVERNMENT LOT 4, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4, WITH THE EAST RIGHT OF WAY LINE OF A-1-A BEACH BOULEVARD, AS IT CURRENTLY EXISTS; THENCE SOUTH 00 DEGREES 48 MINUTES 19 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE OF A-1-A BEACH BOULEVARD, A DISTANCE OF 298.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 3420.34 FEET, A CENTRAL ANGLE OF 00 DEGREES 31 MINUTES 16 SECONDS, AN ARC LENGTH OF 31.11 FEET, A CHORD LENGTH OF 31.11 AND A CHORD BEARING OF SOUTH 00 DEGREES 32 MINUTES 41 SECONDS EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.11 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE SOUTH 89 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 370.61 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE(S) 1844 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00 DEGREES 27 MINUTES 10 SECONDS EAST, ALONG SAID EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE(S) 1844, A DISTANCE OF 20.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 370.73 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF A-1-A BEACH BOULEVARD, SAID POINT BEING A POINT ON A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 3420.34 FEET, A CENTRAL ANGLE OF 00 DEGREES 20 MINUTES 06 SECONDS, AN ARC LENGTH OF 20.00 FEET, A CHORD LENGTH OF 20.00 FEET AND A CHORD BEARING OF NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

Also together with the following easement being more particularly described as follows:

A 7.5 FOOT BUFFER SITUATED IN GOVERNMENT LOT 4, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4, WITH THE EAST RIGHT OF WAY LINE OF A-1-A BEACH BOULEVARD, AS IT CURRENTLY EXISTS; THENCE SOUTH 00 DEGREES 48 MINUTES 19 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE OF A-1-A BEACH BOULEVARD, A DISTANCE OF 298.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 3420.34 FEET, A CENTRAL ANGLE OF 00 DEGREES 02 MINUTES 53 SECONDS, AN ARC LENGTH OF 2.87 FEET, A CHORD LENGTH OF 2.87 AND A CHORD BEARING OF SOUTH 00 DEGREES 46 MINUTES 53 SECONDS EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2.87 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1136, PAGE(S) 1202 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES 32 MINUTES 52 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1136, PAGE(S) 1202, A DISTANCE OF 363.13 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED BUFFER; THENCE CONTINUE

NORTH 89 DEGREES 32 MINUTES 52 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1136, PAGE(S) 1202, A DISTANCE OF 7.50 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE(S) 1844 OF SAID PUBLIC RECORDS; THENCE SOUTH 00 DEGREES 27 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE(S) 1844, A DISTANCE OF 169.93 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE(S) 1844 OF SAID PUBLIC RECORDS; THENCE SOUTH 89 DEGREES 41 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE(S) 1844, A DISTANCE OF 7.50 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 10 SECONDS WEST, A DISTANCE OF 169.91 FEET TO THE POINT OF BEGINNING.

Also together with a 30 foot wide ingress, egress and utility easement, being more fully described as follows:

Commencing at the Intersection of the north line of said Government Lot 4, with a line 50 feet easterly, as measured perpendicularly from the centerline of Beach Boulevard (SR #A1 A, Old # 140); thence south 00 degrees 29 minutes 17 seconds east (deed S 00 degrees 33 minutes east), on said line 50 feet easterly from the centerline of Beach Boulevard, 298.09 feet to the point of curvature of a curve being concave to the west, having a radius of 3420.34 feet, delta or 00 degrees 02 minutes 57 seconds and arc length of 2.93 feet; thence south 00 degrees 27 minutes 49 seconds east along the chord of said curve, 2.93 feet; thence continuing along said curve having a radius of 3420.34 feet, delta of 2 degrees 49 minutes 53 seconds, arc length of 169.03 feet, chord bearing of south 00 degrees 58 minutes 36 seconds west, and chord distance or 169.01 feet to the point of beginning, said point being at the intersection of the east right-of-way line of said Beach Boulevard, lying 470 feet south of the north line of said Government Lot 4; thence continue along said curve, having a radius of 3420.34 feet, delta of 00 degrees 30 minutes 11 seconds, arc length of 30.03 feet, chord bearing of south 02 degrees 38 minutes 38 seconds west and chord distance of 30.03 feet to a point at the Intersection of the east right-of-way line of said Beach Boulevard, lying 50 feet south of the north line of said Government Lot 4; thence south 89 degrees 56 minutes 25 seconds east along the north line of Ponce Landing as recorded in Map Book 14, Page 32, of the public records of said county, 405.15 feet; thence north 00 degrees 04 minutes 00 seconds east, 95.00 feet; thence north 89 degrees 56 minutes 25 seconds west, 30.00 feet; thence south 00 degrees 04 minutes 00 seconds east, 65.00 feet; thence north 89 degrees 56 minutes 25 seconds west, 373.73 feet to the point of beginning.

168500060_STEPHEN RAYE and CAROLINE RAYE
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 4th day of June, 2025, between STEPHEN RAYE and CAROLINE RAYE, whose address is 2801 SE 27TH AVE, GAINESVILLE, FL 32641-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature Hlyn

Grantor Signature [Signature]
STEPHEN RAYE

Print Witness Name Hallie Morgan

Address 1200 SW 5th Ave
Gainesville, FL 32601

Grantor Signature [Signature]
CAROLINE RAYE

Witness Signature [Signature]

Print Witness Name Jaylynn Smith

Address 1200 SW 5th Ave
Gainesville, FL 32601

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of July, 2025, by STEPHEN RAYE and CAROLINE RAYE.

[Signature]
Notary Public
My Commission Expires: 2029

Personally Known or Produced Identification
Type of Identification Produced FLDL



Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot F, Block 3 of CHATAUQUA BEACH SUBDIVISION, according to the map thereof, as recorded in Map Book 2 at Page 5, of the Public Records of St. Johns County, Florida.

1688800010_LEASE ATOM, LLC
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 6th day of June, 2025, between LEASE ATOM, LLC, whose address is 1408 SOUTH BATES ST, BIRMINGHAM, MI 48009-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

Witness Signature Neal Blocher

LEASE ATOM, LLC

By: Lisa Nardone

Print Witness Name Neal Blocher

Its: sole manager, Lease Atom, LLC

Address 36050 Woodward Ave.

Bloomfield Hills, MI 48304

Witness Signature Kiera Mosley

Print Witness Name Kiera Mosley

Address 36050 Woodward Ave.

Bloomfield Hills, MI 48304

STATE OF Michigan
COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of June, 2025, by Mandy Noel Wesson for LEASE ATOM, LLC, as its Lisa Ann Nardone who is personally known to me or has produced Michigan Driver License as identification.

Mandy Noel Wesson
Notary Public
My Commission Expires: 10/01/2029

Personally Known or Produced Identification
Type of Identification Produced
Michigan Driver License
N635522067667
ISS: 06:13:2023
Exp: 08:24:2027

MANDY NOEL WESSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires October 01, 2029
Acting in the County of Oakland

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

THE SOUTH 40.50 FEET OF LOT A, BLOCK 10, TOGETHER WITH THE NORTH 9.50 FEET OF A VACATED ALLEY LYING SOUTH OF AND ADJACENT TO LOT A, BLOCK 10, CHATAUQUA BEACH SUBDIVISION, OF THE ANASTASIA METHODIST ASSEMBLY AS PER PLAT RECORDED IN MAP BOOK 2, PAGE 5, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH A UTILITY EASEMENT OVER, UNDER AND ACROSS THE WEST 5 FEET OF LOT 4, BLOCK 10, ALSO TOGETHER WITH A 15 FOOT UTILITY, INGRESS AND EGRESS EASEMENT LYING OVER THE VACATED ALLEY, FROM THE WEST LINE OF LOT 4, BLOCK 10, TO A POINT BEING 70 FEET EAST OF THE WEST LINE OF LOT 4, BLOCK 10, CHATAUQUA BEACH.

1725310000_SEA WINDS CONDOMINIUM ASSOCIATION, INC.
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 13th day of June, 2025, between SEA WINDS CONDOMINIUM ASSOCIATION, INC., whose address is 890 A1A Beach Boulevard, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature [Signature]

SEA WINDS CONDOMINIUM ASSOCIATION, INC.

Print Witness Name Sloane Stephens
Address 4502 Sandcastle Circle
St. Aug. FL 32084

By: [Signature]
Title: President

Witness Signature [Signature]

Print Witness Name Lauren Strickland
Address 3171 Coastal Hwy 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 13th day of June, 2025, by NELSON M. Petrone, as its President SeaWinds condo assoc, who is personally known to me or has produced [Signature] as identification.

[Signature]
Notary Public
My Commission Expires: 8-24-2025

Personally Known or Produced Identification
Type of Identification Produced



Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF BASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

Sea Winds Condominium together with common areas according to the Declaration of Condominium recorded in Official Records Book 595, page 230, of the public records of St. Johns County, Flo

1671900000_CYNTHIA ELLEN BERENS and HENRY JOHN BERENS
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 13th day of June, 2025, between CYNTHIA ELLEN BERENS and HENRY JOHN BERENS, whose address is 1 B 15TH ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness Signature *I. Wolfe*

Grantor Signature *Cynthia Ellen Berens*
CYNTHIA ELLEN BERENS

Print Witness Name Isaiah M. Wolfe

Address 120 Perpetua Village Dr Ste 5 Grantor Signature *Henry John Berens*
St. Augustine FL 32091 HENRY JOHN BERENS

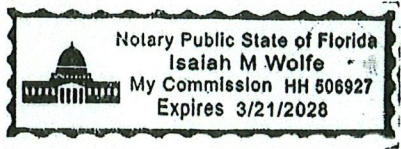
Witness Signature *JB*

Print Witness Name Jad Butrus

Address 120 Perpetua Village Dr Ste 5
St. Augustine FL 32092

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of June, 2025, by CYNTHIA ELLEN BERENS and HENRY JOHN BERENS.



I. Wolfe
Notary Public
My Commission Expires: 3-21-28

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

The South 44.0 feet of Lot "O", of Atlantic Beach Subdivision of Anastasia Methodist Assembly Grounds, in Lot 6, Section 34, Township 7 South, Range 30 East, according to Map Book 2, page 50, filed July 11, 1997, in the public records of St. Johns County, Florida.

Together with the South 44.0 feet of Parcel 2, as recorded in Official Records Book 1192, page 881, of the public records of St. Johns County, Florida.

Together with a 10 foot wide easement over the West 10 feet of Lot "P", of said Atlantic Beach Subdivision of Anastasia Methodist Assembly Grounds, and the West 10 feet of the North 2.50 feet of Lot "O", of Atlantic Beach Subdivision of Anastasia Methodist Assembly Grounds, in Lot 6, Section 34, Township 7 South, Range 30 East, according to Map Book 2, page 50, filed July 11, 1997, in the public records of St. Johns County, Florida; as more particularly described in instrument recorded in Official Records Book 2724, pages 536, 537 and 538, of the public records of St. Johns County, Florida.

1671600000_SANGEETA BHOOLA and SAMRYN BHOOLA
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 13 day of June, 2025, between SANGEETA BHOOLA and SAMRYN BHOOLA, whose address is 45 SETEN TRAIL, ORMOND BEACH, FLORIDA 32176-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered in the presence of:

Witness Signature [Signature]

Grantor Signature [Signature]
SANGEETA BHOOLA

Print Witness Name Munij Bhock
Address 45 Selva Trail, Woodbury FL 32276

Grantor Signature [Signature]
SAMRYN BHOOLA

Witness Signature [Signature]

Print Witness Name Archeen Patel
Address 103 Tamika Ridge, Woodbury, FL 32274

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of June, 2025, by Sangeeta and Samryn Bhoola.

[Signature]
Notary Public
My Commission Expires: 4-8-28

Personally Known or Produced Identification
Type of Identification Produced

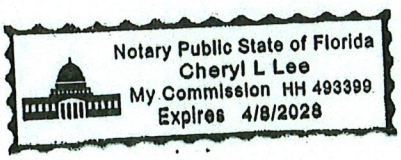


Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

LOT "K" AND THE SOUTH 4.7' OF LOT "L" ATLANTIC BEACH SUBDIVISION ANASTASIA METHODIST ASSEMBLY GROUNDS, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH: THAT PIECE OF PARCEL OF LAND LYING BETWEEN THE WATERS OF THE ATLANTIC OCEAN ON THE EAST AND THE EASTERLY BOUNDARY LINE OF LOT "K" ON THE WEST, AS SAID LOT "K" IS SHOWN ON THE PLAT OF ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY, ACCORDING TO PLAT RECORDED IN MAP BOOK 2, PAGE 40 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BETWEEN THE SOUTH LINE OF SAID LOT "L" AND ON THE NORTH BY PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 804, PAGE 596, EXTENDED EASTERLY TO SAID WATERS OF THE ATLANTIC OCEAN.

1698400000_ SADIE J EVANS and PAMELA JEAN KELBER as co-Trustees of THE ANDERSON PIERCE EVANS FAMILY TRUST and SADIE J EVANS
Individually
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 17TH day of JUNE, 2025, between SADIE J EVANS and PAMELA JEAN KELBER as co-Trustees of THE ANDERSON PIERCE EVANS FAMILY TRUST and SADIE J EVANS individually, whose address is 1 6TH ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTORS:

TRUST

Witness Signature

[Handwritten Signature]

Print Witness Name

Richard Hadsack

Address

16286 Wild Azalea LN
Brooksville FL 34601

Witness Signature

[Handwritten Signature]

Print Witness Name

Sandra E Hadsack

Address

16286 Wild Azalea Ln
Brooksville FL 34601

STATE OF

FLORIDA

COUNTY OF

ST JOHN'S

THE ANDERSON PIERCE EVANS FAMILY

By:

[Handwritten Signature]

Its:

and

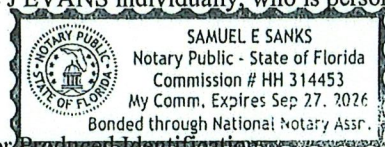
By:

PAMELA JEAN KELBER

Its:

[Handwritten Signature]
Sadie J. Evans, individually

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17TH day of JUNE, 2025, by SADIE EVANS / PAMELA KELBER for SADIE J EVANS and PAMELA JEAN KELBER as co-Trustees of THE ANDERSON PIERCE EVANS FAMILY TRUST and SADIE J EVANS individually, who is personally known to me or has produced FL DRIVER LICENSE as identification.



[Handwritten Signature]

Notary Public

My Commission Expires: 09/27/2026

Personally Known or Produced Identification

Type of Identification Produced

FL DRIVER LICENSE

1698400000_SADIE J EVANS and PAMELA JEAN KELBER as co-Trustees of THE ANDERSON PIERCE EVANS FAMILY TRUST and SADIE J EVANS
individually

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot 1, excepting the West two feet thereof, ST. AUGUSTINE BEACH SUBDIVISION, of Hotel Grounds, Chatauqua Beach, as recorded in Map Book 3, page 140, of the public records of St. Johns County, Florida, and lands lying East to the mean high water mark of the Atlantic Ocean per final judgment in Case 90-914, including the 75 foot strip, Case 90-801.

ALSO: A permanent unobstructed easement for ingress and egress for the parties of the second part, their heirs, legal representatives, assigns, servants, invitees, guests and tenants over and across said excepted West 2 feet of Lot 1, and in addition thereto, said easement shall include the East 12 feet of Lot 5 of said St. Augustine Beach Subdivision.

1671100000_BRADLEY D LEHAN
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 17th day of June, 2025, between BRADLEY D LEHAN, whose address is 4 12TH ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness Signature

[Handwritten Signature]

Grantor Signature

[Handwritten Signature]
BRADLEY D LEHAN

Print Witness Name

Delida Aletis

Address

4000 N Federal Hwy

Witness Signature

[Handwritten Signature]

Print Witness Name

Maria Rielly

Address

*4000 N Federal Hwy,
Boca Raton, FL 33431*

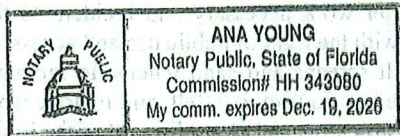
STATE OF

Palm Beach

COUNTY OF

Florida

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *17th* day of *June*, 2025, by BRADLEY D LEHAN.



Notary Public

Ana Young

My Commission Expires:

Dec 19/2025

Personally Known or Produced Identification

Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lots "E" and "F" and (30), Atlantic Beach Subdivision of the Anastasia Methodist Assembly Grounds, in Government Lots Six (6), of the Section thirty-four (34), Township seven (7) South, Range, thirty (30) East, according plat thereof recorded in Plat Book 2, pages 32 and 50, of the Public Records of Saint John County, Florida.

1671200000_BRIAN CHARLES DAUSCH and REBECCA LOUISE DAUSCH
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 19th day of June, 2025, between BRIAN CHARLES DAUSCH and REBECCA LOUISE DAUSCH, whose address is 17 HILLSYDE CT, COCKEYSVILLE, MD 21030-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness Signature Matthew Lee Davis Grantor Signature Brian Charles Dausch
BRIAN CHARLES DAUSCH

Print Witness Name Matthew Lee Davis

Address 9B W Ridgely Road
Lutherville, MD 21093

Grantor Signature Rebecca Louise Dausch
REBECCA LOUISE DAUSCH

Witness Signature Matthew Lee Davis

Print Witness Name Matthew Lee Davis

Address 9B W Ridgely Road
Lutherville, MD 21093

STATE OF Maryland
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of June, 2025, by BRIAN CHARLES DAUSCH and REBECCA LOUISE DAUSCH.

Matthew Lee Davis
Notary Public Matthew Lee Davis
My Commission Expires: January 27, 2026

Personally Known or Produced Identification
Type of Identification Produced

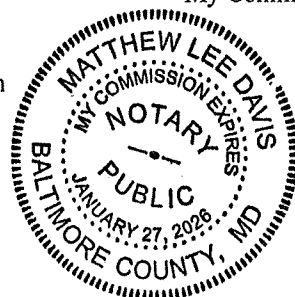


Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

LOT "G", ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUNDS, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 50 OF THE PUBLIC RECORDS OF ST, JOHNS COUNTY, FLORIDA

AND ALSO:

ALL LAND SITUATE, LYING AND BEING BETWEEN THE ATLANTIC OCEAN ON THE EAST AND LOT "G" OF ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY ACCORDING TO MAP RECORDED IN MAP BOOK 2, PAGE 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ON THE WEST, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL LAND BOUNDED ON THE EAST BY THE ATLANTIC OCEAN, ON THE WEST BY THE EAST LINE OF SAID LOT "G", AND ON THE NORTH AND SOUTH BY THE NORTH AND SOUTH BOUNDARY LINES OF SAID LOT "G" EXTENDED EASTERLY IN STRAIGHT LINES TO THE ATLANTIC OCEAN. THE LAST ABOVE DESCRIBED LANDS ARE PART AND PARCEL OF THE SUBDIVIDED PORTION OF GOVERNMENT LOT 6 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST.

1684700010_GEORGE J. RENNA REVOCABLE TRUST D:05/25/2017
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 25 day of June, 2025, between the GEORGE J. RENNA REVOCABLE TRUST D:05/25/2017, GEORGE J. RENNA, Trustee, whose address is 3 9th Street, St. Augustine, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR: The GEORGE J. RENNA REVOCABLE TRUST
D: 05/25/2017

Witness Signature Deborah Pinner

By: George J Renna
Its:

Print Witness Name Deborah Pinner
Address 1490 1st Ave
Deland FL 32124

Witness Signature Joey Jordan

Print Witness Name Joey Jordan
Address 2143 Candleridge Ct
Oviedo FL 32765

STATE OF Florida
COUNTY OF Geminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of June, 2025, by by GEORGE J. RENNA, Trustee, for the GEROGE J. RENNA REVOCABLE TRUST D:05/25/2017.



Notary Public
My Commission Expires: July 19, 2029

alison Marie Funderburk

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

Lot E, Block 3, Chataqua Beach Subdivision as described in OR 486, page 339, public records of St. Johns County, Florida – subject to Final Judgement Case No. 90-914 in Official Records Book 990, Page 256, public records of St. Johns County, Florida.

1688800000_JAMES WILLIAM BLACK LIVING TRUST, JAMES WILLIAM BLACK as Trustee

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 3rd day of July, 2025, between JAMES WILLIAM BLACK as Trustee of the JAMES WILLIAM BLACK LIVING TRUST, whose address is 104 SANTA MARIA PL, SANTA CRUZ, CA 95062-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

JAMES WILLIAM BLACK LIVING TRUST

Witness Signature Charles J. Valorz

By: [Signature]
Its:

Print Witness Name CHARLES J. VALORZ

Address 102 SANTA MARIA PLACE

SANTA CRUZ, CA 95062

Witness Signature Suzanne Valorz

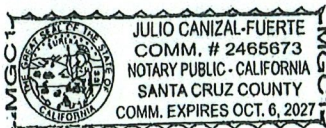
Print Witness Name Suzanne Valorz

Address 102 Santa Maria Place

Santa Cruz, CA 95062

STATE OF CA
COUNTY OF Santa Cruz

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of July, 2025, by James William Black for JAMES WILLIAM BLACK LIVING TRUST, as its GRANTOR who is personally known to me or has produced CADL as identification.



[Signature]
Notary Public
My Commission Expires: Oct 6, 2027

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot 2 and the North 6 Feet of Lot A, Block 10, CHAUTAUQUA BEACH SUBDIVISION OF THE ANASTASIA METHODIST ASSEMBLY GROUNDS, according to the map or plat thereof, as recorded in Map Book 2, Page 5, of the Public Records of St. Johns County, Florida.

1683450000_SURFSIDE SIX CONDOMINIUM ASSOCIATION, INC.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 24 day of July, 2025, between SURFSIDE SIX CONDOMINIUM ASSOCIATION, INC., whose address is 2 10th Street, St. Augustine, Florida 32080, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

SURFSIDE SIX CONDOMINIUM
ASSOCIATION, INC.

Witness Signature Carmen M. Allen

By: [Signature]

Print Witness Name Carmen M. Allen

Its: President

Address 3577 Cardinal Point Dr.
Jacksonville, FL 32257

Witness Signature [Signature]

Print Witness Name Christine Sahyers

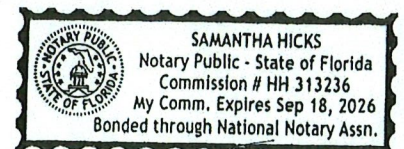
Address 3577 Cardinal Pt. Dr.
Jacksonville 71 32257

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of July, 2025, by Kelly B. Mathis for SURFSIDE SIX CONDOMINIUM ASSOCIATION INC, as its President who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



1683450000_SURFSIDE SIX CONDOMINIUM ASSOCIATION, INC.

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lots "C" and "D", except the West 10 feet thereof, in Block 1, of the Chautauqua Beach Subdivision of the Anastasia Methodist Assembly, Inc., according to plat as recorded in Plat Book 2, page 5, of the public records of St. Johns County, Florida.

1671950000_BENOIT C PINEAU and BONNIE S PINEAU
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 25th day of July, 2025, between BENOIT C PINEAU and BONNIE S PINEAU, whose address is 1 A 15TH ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness Signature Misty Miller Grantor Signature Benoit C Pineau
BENOIT C PINEAU

Print Witness Name Misty Miller
Address 140 Nancy Place Grantor Signature Bonnie S Pineau
BONNIE S PINEAU

Witness Signature [Signature]
Print Witness Name Kimberly Dedmon
Address 255 King Arthur Court

STATE OF Florida
COUNTY OF Saint Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of July, 2025, by BENOIT C PINEAU and BONNIE S PINEAU.

[Signature]
Notary Public
My Commission Expires: 2/5/2027

Personally Known or Produced Identification
Type of Identification Produced



Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot "P" and the North 2.50 feet of Lot "O" of Atlantic Beach Subdivision of Anastasia Methodist Assembly Grounds, in Lot 6, Section 34, Township 7 South, Range 30 East, according to the Map Book 2, Page(s) 50, filed July 11, 1917, Public Records of St. Johns County, Florida.

Together with North 49.00 feet of Parcel 12 as recorded in Official Records Book 1192, Page 881, of the Public Records of St. Johns County, Florida.

1725000000_OCEAN VILLAS AT ST AUGUSTINE BEACH CONDOMINIUM ASSOCIATION, INC.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 31 day of July, 2025, between OCEAN VILLAS AT ST AUGUSTINE BEACH CONDOMINIUM ASSOCIATION, INC., whose address is , , FL , hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this

Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

OCEAN VILLAS AT ST AUGUSTINE
BEACH CONDOMINIUM ASSOCIATION, INC.

Witness Signature [Signature]

By: [Signature]

Print Witness Name Lauren Strickland

Its:

Address 3171 Coastal Hwy
St. Augustine, FL 32084

Witness Signature [Signature]

Print Witness Name Sloane Stephens

Address 4582 Sandcastle Cir.
St. Augustine, FL 32084

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31st day of July, 2025, by Joseph Melli for OCEAN VILLAS AT ST AUGUSTINE BEACH CONDOMINIUM ASSOCIATION, INC., as its President who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: 8/24/2025

Personally Known or Produced Identification
Type of Identification Produced



Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

A PARCEL OF LAND IN THE SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND IN THE NORTH 200 FEET OF GOVERNMENT LOT 5 OF SAID SECTION 3; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A (SAID RIGHT OF WAY LINE BEING 50 FEET EAST OF THE CENTER LINE OF SAID ROAD) WITH THE NORTH LINE OF SAID SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST, ON SAID NORTH LINE OF THE SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3, A DISTANCE OF 303.83 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND: THENCE CONTINUING SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 22 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST 250.79 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 73 DEGREES 00 MINUTES, AN ARC DISTANCE OF 12.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16 DEGREES 35 MINUTES 10 SECONDS WEST 131.35 FEET TO A POINT; THENCE, ON A CURVE EASTERLY, SOUTHERLY AND SOUTHWESTERLY ON A CURVE WITH RADIUS OF 30.5 FEET (BEARING FROM SAID LAST NAMED POINT TO THE CENTER OF SAID CURVE BEING SOUTH 00 DEGREES 16 MINUTES 24 SECONDS WEST), THROUGH A CENTRAL ANGLE OF 179 DEGREES 21 MINUTES 46 SECONDS, AN ARC DISTANCE OF 95.48 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST, TANGENT TO SAID CURVE, 12.93 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 10 SECONDS WEST 52.08 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 108 FEET: THENCE ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17 DEGREES 00 MINUTES, AN ARC DISTANCE OF 32.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 41.32 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES, AN ARC DISTANCE OF 15.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 306.97 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 22 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST, 25 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH 200 FEET OF GOVERNMENT LOT 5, A DISTANCE OF 306.97 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 32 FEET; THENCE, ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES, AN ARC DISTANCE OF 50.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST 41.32 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 130 FEET; THENCE, ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17 DEGREES 00 MINUTES, AN ARC DISTANCE OF 38.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16 DEGREES 38 MINUTES 10 SECONDS EAST 31.13 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 107 DEGREES 00 MINUTES, AN ARC DISTANCE OF 18.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST 21 FEET; THENCE NORTH 17 DEGREES 04 MINUTES EAST, ON SAID EAST RIGHT OF WAY LINE OF STATE ROAD, 8.65 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 3,085.15 FEET; THENCE ON SAID CURVE TO THE LEFT AND ON SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 1 DEGREE 01 MINUTE 25 SECONDS, AN ARC DISTANCE OF 55.12 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 21.74 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 73 DEGREES 11 MINUTES, AN ARC DISTANCE OF 12.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16 DEGREES 38 MINUTES 10 SECONDS EAST 130.68 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 32 FEET; THENCE, ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 73 DEGREES 00 MINUTES, AN ARC DISTANCE OF 40.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 250.79 FEET TO THE POINT OF BEGINNING.

1630000000_KEY BEACH NORTH LLC

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between KEY BEACH NORTH, LLC, whose address is 848 BRICKELL AVE STE 1100, MIAMI, FL 33131-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

KEY BEACH NORTH, LLC

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for KEY BEACH NORTH LLC, as its _____ 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

1630000000 KEY BEACH NORTH, LLC

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

The North 537 Feet of Government Lot 1, Section 34, Township 7 South, Range 30 East, lying East of the East right-of-way line of State Road A-1-A, EXCEPTING THEREFROM a strip of land 20 Feet by 125 Feet along the East side thereof conveyed by Model Land Company to the County of St. Johns, April 8, 1938, by deed recorded in Deed Book 76, Page 303. The South line of the said lands is the same as the North Line of that certain tract conveyed by Model Land Company to the County of St. Johns by Deed No. 7254 dated April 5, 1938, and recorded in Deed Book 76, Page 301.

1671500000_HELEN S BAGEN
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between HELEN S BAGEN, whose address is 424 SW 93RD ST, GAINESVILLE, FL 32607-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
HELEN S BAGEN

Print Witness Name _____

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by HELEN S BAGEN.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot J, in Atlantic Beach Subdivision of Anastasia Methodist Assembly Grounds, as per plat thereof recorded in Map Book 2, Page 32 and 50, of the Public Records of St. Johns County, Florida, and that piece or parcel of land lying between the high water mark of the Atlantic Ocean on the East and the Easterly boundary line of Lot "J" on the West, as said Lot "J" is shown on the plat of Atlantic Beach Subdivision, being a subdivision of Anastasia Methodist Assembly Camp Grounds, according to the map or plat recorded in Map Book 2, Page 32 and 50, of the Public Records of St. Johns County, Florida, between the North and South line of said Lot "J" extended Easterly to said high water mark of the Atlantic Ocean.

1671400000_GARY B LANDS and VIRGINIA M LANDS, 1 13TH STREET, LLC
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between GARY B. and VIRGINIA M. LANDS, and 1 13TH STREET, LLC, whose address is 2 13TH STREET, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement **and right-of-way** in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR: 1 13TH STREET, LLC

By: _____

Witness Signature _____

Its: _____

Print Witness Name _____

Address _____

Grantor Signature _____

Witness Signature _____

Print Witness Name _____

Address _____

Grantor Signature _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot I and the South 1/2 of Lot 59, ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUNDS, according to the map or plat thereof as recorded in Map Book 2, Page 32 and Map Book 2, Page 50, Public Records of St. Johns County, Florida. Also that piece or parcel of land lying between the waters of the Atlantic Ocean on the East and the Easterly boundary line of Lot "I" of said Lot as shown on the plat of ATLANTIC BEACH SUBDIVISION, being a subdivision of ANASTASIA METHODIST ASSEMBLY CAMP GROUNDS, according to the map or plat thereof as recorded in Map Book 2, Page 32 and Map Book 2, Page 50, Public Records of St. Johns County, Florida, between the North line of Lot "I" and the South line of Lot "I", extended Easterly to said waters of the Atlantic Ocean.

1671300000_1 13TH STREET, LLC
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between 1 13TH STREET LLC, whose address is 30 IROQUOIS AVE UNIT A, SAINT AUGUSTINE, FL 32084-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

1 13TH STREET, LLC

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for 1 13TH STREET, LLC, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot H, Atlantic Beach Subdivision of the Anastasia Methodist Assembly Grounds, according to the map or plat thereof, as recorded in Map Book 2, Page 32 and 50, of the Public Records of St. Johns County, Florida.

1670900000_JONATHAN DEL RE
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between JONATHAN DEL RE, whose address is 25 MIDWOOD DR, GREENWICH, CT 06831-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
JONATHAN DEL RE

Print Witness Name _____

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by JONATHAN DEL RE.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

All of Lot C and the East 6 feet of the South 46 and 1/2 feet of Lot 29, ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUNDS, as recorded in Map Book 2, Page 32, also recorded in Map Book 2, Page 50, Public Records of St. Johns County, Florida, together with all rights, title, and interest in those lands East of the aforescribed lands, lying between the Easterly extension the North and South lines of the aforescribed extending to the mean high water line of the Atlantic Ocean.

Together with the use of the artesian well located on Lot 26, Atlantic Beach Subdivision of Anastasia Methodist Assembly Grounds, as reserved in Deed Book 143, Page 541, Public Records of St. Johns County, Florida.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between THE DONALD & CLARE BAILEY JOINT REVOCABLE TRUST u/a dated May 16, 2017, whose address is 2 11TH ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

THE DONALD AND CLARE BAILEY JOINT
REVOCABLE TRUST u/a dated May 16, 2017

Witness Signature _____

DONALD RYAN BAILEY as Acting Trustee

Print Witness Name _____

Address _____

Witness Signature _____

CLARE C. BAILEY as Acting Trustee

Print Witness Name _____

Address _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Donald Ryan and Clare C. Bailey for THE DONALD AND CLARE BAILEY JOINT REVOCABLE TRUST u/a dated May 16, 2017, as its Acting Trustees who are 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

LOTS A AND B OF ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUNDS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH THAT PIECE OR PARCEL OF LAND LYING BETWEEN THE WATERS OF THE ATLANTIC OCEAN ON THE EAST AND THE EASTERLY BOUNDARY LINE OF LOTS A AND B ON THE WEST, AS SAID LOTS A AND B IS SHOWN ON THE PLAT OF ATLANTIC BEACH SUBDIVISION, BEING A SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY CAMP GROUNDS, ACCORDING TO PLAT RECORDED IN PLAT BOOK 2, PAGES 32 AND 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BETWEEN THE SOUTH LINE OF LOT A AND THE NORTH LINE OF LOT B EXTENDED EASTERLY TO SAID WATERS OF THE ATLANTIC OCEAN.

1683300000_TIMOTHY PATRICK CAMPBELL and LYNNE CAMPBELL
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between TIMOTHY PATRICK CAMPBELL and LYNNE CAMPBELL, whose address is 1 11TH ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
TIMOTHY PATRICK CAMPBELL

Print Witness Name _____

Address _____

Grantor Signature _____
LYNNE CAMPBELL

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by TIMOTHY PATRICK CAMPBELL and LYNNE CAMPBELL.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lots A, E, and F, Block 1 of CHAUTAUQUA BEACH SUBDIVISION OF THE ANASTASIA METHODIST ASSEMBLY, INC., according to the Plat thereof as recorded in Plat Book 2, Page(s) 5, of the Public Records of St. Johns County, Florida.

1684210000_SEE-RAY SHORES CONDOMINIUM ASSOCIATION, INC.

Prepared by:

St. Johns County

500 San Sebastian View

St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between SEE-RAY SHORES CONDOMINIUM ASSOCIATION, INC., whose address is 1 10th Street, St. Augustine, Florida 32080, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

SEE-RAY SHORES CONDOMINIUM
ASSOCIATION, INC.

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for SEE-RAY SHORES CONDOMINIUM ASSOCIATION, INC., as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

PHASE ONE

A parcel of land in part of Lot 2 and all of Lots "A", "E" and "F" and part of vacated alley in Block 2, Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, said parcel of land being more fully described as follows:

Beginning at the northeast corner of said Lot "F"; thence south 1 degree 42 minutes 13 seconds west, on the east line of said Lots "F" and "E" and on the east end of said alley, 100.50 feet; thence north 88 degrees 33 minutes 47 seconds west, on the center of said alley, 150.00 feet; thence south 1 degree 42 minutes 13 seconds west 7.50 feet; thence north 88 degrees 33 minutes 47 seconds west, on the south line of said alley, 18.00 feet; thence north 1 degree 42 minutes 13 seconds east 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east, on the north line of said block 2, a distance of 168.00 feet to the point of beginning.

TOGETHER with a non-exclusive easement for placement, construction, maintenance and repair of sanitary sewer lines and lift station over and across the following described parcels:

A strip of land 10 feet in width in a vacated alley on the southerly side of Lots 2 and 4, Block 2 and in a 25 foot width vacated alley on the west side of said Lot 4 in Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, said strip of land being more fully described as follows:

Commencing at the northeast corner of Lot 8 of said Block 2; thence south 1 degree 42 minutes 13 seconds west, on the east line of said Lot 8 and the west line of said 25 foot width vacated alley, 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east, on the south line of said vacated alley on the southerly side of Lots 2 and 4, a distance of 20.00 feet to the point of beginning; thence north 1 degree 42 minutes 13 seconds east 10.00 feet; thence south 88 degrees 3 minutes 47 seconds east 87.00 feet; thence south 1 degree 42 minutes 13 seconds west 10.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on said south line of alley on the southerly side of Lots 2 and 4, a distance of 87.00 feet to the point of beginning.

And also;

A strip of land 10 feet in width in a 25 foot width vacated alley on the west side of Lot 4, Block 2, Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, said strip of land being more fully described as follows:

Beginning at the northeast corner of Lot 8 of said Block 2; thence south 88 degrees 33 minutes 47 seconds east, on the north end of said vacated alley, 10.00 feet; thence south 1 degree 42 minutes 13 seconds west 88.00 feet; thence north 88 degrees 33 minutes 47 seconds west 10.00 feet; thence north 1 degree 42 minutes 13 seconds east, on the west line of said vacated alley, 88.00 feet to the point of beginning.

And also;

A parcel of land in the 25 foot width vacated alley in Block 2, Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, more fully described as follows:

Commencing at the northeast corner of Lot 8 of said Block 2; thence south 1 degree 42 minutes 13 seconds west, on the west line of said alley, 88.00 feet to the point of beginning at the northwest corner of the herein described parcel of land; thence south 88 degrees 33 minutes 47 seconds east 20.00 feet; thence south 1 degree 42 minutes 13 seconds west 20.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on the westerly extension of the south line of a vacated alley on the southerly side of Lots 2 and 4 of said Block 2, a distance of 20.00 feet; thence north 1 degree 42 minutes 13 seconds east, on said west line of 25 foot width vacated alley, 20.00 feet to the point of beginning.

AND SUBJECT to a non-exclusive easement for placement, construction, repair and maintenance of sanitary sewer lines over and across the following described parcel:

A strip of land 10 feet in width in Lots 2, "A" and "F" and in the 15 foot width vacated alley on the southerly side of Lots 2 and 4, Block 2, Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, said strip of land being more fully described as follows:

Commencing at the northeast corner of said Lot "F"; thence north 88 degrees 33 minutes 47 seconds west, on the north line of said Block 2, a distance of 79.00 feet to the point of beginning; thence south 1 degree 42 minutes 13 seconds west 10.00 feet; thence north 88 degrees 33 minutes 47 seconds west 79.00 feet; thence south 1 degree 42 minutes 13 seconds west 98.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on the south line of said vacated alley, 10.00 feet; thence north 1 degree 42 minutes 13 seconds east 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east 89.00 feet to the point of beginning.

PHASE TWO

A parcel of land in part of Lot 2, all of Lot 4; in part of a vacated alley on the southerly side of said Lots 2 and 4, and in part of a 25 foot width vacated alley on the west side of Lot 4, all in Block 2, Chautauqua Beach Subdivision as recorded in map Book 2, Page 5, Public Records of St Johns County, Florida, said parcel of land being more fully described as follows:

Commencing at the northeast corner of Lot "F" of said Block 2; thence north 88 degrees 33 minutes 47 seconds west, on the north line of said Block 2, a distance of 168.00 feet to the point of beginning at the northeast corner of the herein described parcel of land; thence south 1 degree 42 minutes 13 seconds west 108.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on the south line of said alley on the southerly side of Lots 2 and 4 and across said 25 foot width alley, 107.00 feet; thence north 1 degree 42 minutes 13 seconds east, on the west line of said 25 foot width alley, 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east, on said north line of Block 2, a distance of 107.00 feet to the point of beginning.

SUBJECT TO a non-exclusive easement for placement, construction, maintenance and repair of sanitary sewer lines and lift station over and across the following described parcels:

A strip of land 10 feet in width in a vacated alley on the southerly side of Lots 2 and 4, Block 2 and in a 25 foot width vacated alley on the west side of said Lot 4 in Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, said strip of land being more fully described as follows:

Commencing at the northeast corner of Lot 8 of said Block 2; thence south 1 degree 42 minutes 13 seconds west, on the east line of said Lot 8 and the west line of said 25 foot width vacated alley, 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east, on the south line of said vacated alley on the southerly side of Lots 2 and 4, a distance of 20.00 feet to the point of beginning; thence north 1 degree 42 minutes 13 seconds east 10.00 feet; thence south 88 degrees 33 minutes 47 seconds east 87.00 feet; thence south 1 degree 42 minutes 13 seconds west 10.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on said south line of alley on the southerly side of Lots 2 and 4, a distance of 87.00 feet to the point of beginning.

And also;

A strip of land 10 feet in width in a 25 foot width vacated alley on the west side of Lot 4, Block 2, Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, said strip of land being more fully described as follows:

Beginning at the northeast corner of Lot 8 of said Block 2; thence south 88 degrees 33 minutes 47 seconds east, on the north end of said vacated alley, 10.00 feet; thence south 1 degree 42 minutes 13 seconds west 88.00 feet; thence north 88 degrees 33 minutes 47 seconds west 10.00 feet; thence north 1 degree 42 minutes 13 seconds east, on the west line of said vacated alley, 88.00 feet to the point of beginning.

And also;

A parcel of land in the 25 foot width vacated alley in Block 2, Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, more fully described as follows:

Commencing at the northeast corner of Lot 8 of said Block 2; thence south 1 degree 42 minutes 13 seconds west, on the west line of said alley, 88.00 feet to the point of beginning at the northwest corner of the herein described parcel of land; thence south 88 degrees 33 minutes 47 seconds east 20.00 feet; thence south 1 degree 42 minutes 13 seconds west 20.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on the westerly extension of the south line of a vacated alley on the southerly side of Lots 2 and 4 of said Block 2 a distance of 20.00 feet; thence north 1 degree 42 minutes 13 seconds east, on said west line of 25 foot width vacated alley, 20.00 feet to the point of beginning.

TOGETHER with a non-exclusive easement for placement, construction, repair and maintenance of sanitary sewer lines over and across the following described parcel:

A strip of land 10 feet in width in Lots 2, "A" and "F" and in the 15 foot width vacated alley on the southerly side of Lots 2 and 4, Block 2, Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, said strip of land being more fully described as follows:

Commencing at the northeast corner of said Lot "F"; thence north 88 degrees 33 minutes 47 seconds west, on the north line of said Block 2, a distance of 79.00 feet to the point of beginning; thence south 1 degree 42 minutes 13 seconds west 10.00 feet; thence north 88 degrees 33 minutes 47 seconds west 79.00 feet; thence south 1 degree 42 minutes 13 seconds west 98.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on the south line of said vacated alley, 10.00 feet; thence north 1 degree 42 minutes 13 seconds east 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east 89.00 feet to the point of beginning.

1684500001_ST AUGUSTINE RENTAL PROPERTIES, LLC

Prepared by:

St. Johns County

500 San Sebastian View

St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between ST AUGUSTINE RENTAL PROPERTIES, LLC, whose address is 4535 WAYLAND DR, NASHVILLE, TN 37215-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and not withstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

ST AUGUSTINE RENTAL PROPERTIES, LLC

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for ST AUGUSTINE RENTAL PROPERTIES, LLC, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lots B, C, and D, Block 2, Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds, together with the Southerly 15 feet of that certain vacated alley lying immediately North of and adjoining said lots, all according to plat recorded in Map Book 2, page 5, public records of St. Johns County, Florida.

ALSO KNOWN AS:

PARCEL ONE:

The East 65 feet of Lots C and D, Block 2 of Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds, also the Southerly half of that certain 15 feet vacated alley lying immediately North of and adjoining said East 65 feet of Lots C and D, all according to plat recorded in Map Book 2, page 5, public records of St. Johns County, Florida.

PARCEL TWO:

The West 35 feet of Lots C and D and all of Lot B, Block 2 of Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds, also the Southerly half of that certain 15 foot vacated alley lying immediately North of and adjoining said West 35 feet of Lots C and D and all of Lot B, all according to plat recorded in Map Book 2, page 5, public records of St. Johns County, Florida.

NOW KNOWN AS:

PARCEL ONE

A parcel of land being a part of Lots B, C, D and the South 1/2 of a vacated alley all in Block 2, Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds as recorded in Map Book 2, page 5 of the Public Records of St. Johns County, Florida and being more particularly bounded and described as follows:

BEGIN at the Southwest Corner of Lot B of said Block 2; thence North 00°14'46" West, a distance of 101.28 feet to the centerline of said vacated alley; thence North 89°33'13" East, along said centerline, a distance of 53.13 feet; thence South 00°26'03" East, a distance of 40.73 feet; thence South 89°58'28" East, a distance of 10.33 feet; thence South 01°15'07" East, a distance of 61.00 feet to the south line of said Block 2; thence North 89°58'28" West, along said south line a distance of 64.66 feet to the POINT OF BEGINNING.

TOGETHER with an Ingress/Egress Easement described as follows:

COMMENCE at the Southwest Corner of Lot B of said Block 2; thence South 89°58'28" East, along the south line of said Block 2, a distance of 64.66 feet to the POINT OF BEGINNING for the herein described Easement; thence North 01°15'07" West, a distance of 61.00 feet; thence North 89°58'28" West, a distance of 10.33 feet; thence North 00°26'03" West, a distance of 26.77 feet; thence North 85°14'24" East, a distance of 33.87 feet; thence South 01°53'52" East, a distance of 90.63 feet; thence North 89°58'28" West, a distance of 24.89 feet to the POINT OF BEGINNING.

PARCEL TWO

A parcel of land being a part of Lot D and the South 1/2 of Vacated Alley, all in Block 2, Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds as recorded in Map Book 2, page 5 of the Public Records of St. Johns County, Florida and being more particularly bounded and described as follows:

COMMENCE at the Southwest Corner of Lot B of said Block 2; thence South 89°58'28" East, along the south line of said Block 2, a distance of 64.66 feet; thence North 01°15'07" West, a distance of 61.00 feet to the POINT OF

BEGINNING for the herein described Parcel; thence North 89°58'28" West, a distance of 10.33 feet; thence North 00°26'03" West, a distance of 40.73 feet to the center of said vacated alley; thence North 89°33'13" East, along said centerline and its easterly extension thereof, a distance of 440 feet more or less to the Mean High Water Line of the Atlantic Ocean; thence meander southerly along said Mean High Water Line, a distance of 55 feet more or less to reference point A; thence return to the Point of Beginning; thence South 89°58'28" East, a distance of 24.20 feet; thence South 01°53'52" East, a distance of 10.01 feet; thence South 89°58'28" East, a distance of 414 feet more or less to reference point A and the point of closure for this description;

TOGETHER with and SUBJECT to an Ingress/Egress Easement described as follows:

COMMENCE at the Southwest Corner of Lot B of said Block 2; thence South 89°58'28" East, along the south line of said Block 2, a distance of 64.66 feet to the POINT OF BEGINNING for the herein described Easement; thence North 01°15'07" West, a distance of 61.00 feet; thence North 89°58'28" West, a distance of 10.33 feet; thence North 00°26'03" West, a distance of 26.77 feet; thence North 85°14'24" East, a distance of 33.87 feet; thence South 01°53'52" East, a distance of 90.63 feet; thence North 89°58'28" West, a distance of 24.89 feet to the POINT OF BEGINNING.

PARCEL THREE

A parcel of land being a part of Lots C and D, Block 2, Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds as recorded in Map Book 2, page 5 of the Public Records of St. Johns County, Florida and being more particularly bounded and described as follows:

COMMENCE at the Southwest Corner of Lot B of said Block 2; thence South 89°58'28" East, along the south line of said Block 2, a distance of 64.66 feet to the POINT OF BEGINNING for the herein described Parcel; thence North 01°15'07" West, a distance of 61.00 feet; thence South 89°58'28" East, a distance of 24.20 feet; thence South 01°53'52" East, a distance of 10.01 feet; thence South 89°58'28" East, a distance of 414 feet more or less to the Mean High Water Line of the Atlantic Ocean; thence meander Southerly along said Mean High Line, a distance of 51 feet more or less to a point which bears South 89°58'28" East, a distance of 440 feet more or less from the Point of Beginning; thence North 89°58'28" West, along said South Line of Block 2 and its easterly extension thereof a distance of 440 feet more or less to the POINT OF BEGINNING.

SUBJECT TO an Ingress/Egress Easement described as follows:

COMMENCE at the Southwest Corner of Lot B of said Block 2; thence South 89°58'28" East, along the south line of said Block 2, a distance of 64.66 feet to the POINT OF BEGINNING for the herein described Easement; thence North 01°15'07" West, a distance of 61.00 feet; thence North 89°58'28" West, a distance of 10.33 feet; thence North 00°26'03" West, a distance of 26.77 feet; thence North 85°14'24" East, a distance of 33.87 feet; thence South 01°53'52" East, a distance of 90.63 feet; thence North 89°58'28" West, a distance of 24.89 feet to the POINT OF BEGINNING.

1684500002_ST AUGUSTINE RENTAL PROPERTIES, LLC

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between ST AUGUSTINE RENTAL PROPERTIES, LLC, whose address is 4535 WAYLAND DR, NASHVILLE, TN 37215-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

ST AUGUSTINE RENTAL PROPERTIES, LLC

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for ST AUGUSTINE RENTAL PROPERTIES, LLC, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lots B, C, and D, Block 2, Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds, together with the Southerly 15 feet of that certain vacated alley lying immediately North of and adjoining said lots, all according to plat recorded in Map Book 2, page 5, public records of St. Johns County, Florida.

ALSO KNOWN AS:

PARCEL ONE:

The East 65 feet of Lots C and D, Block 2 of Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds, also the Southerly half of that certain 15 feet vacated alley lying immediately North of and adjoining said East 65 feet of Lots C and D, all according to plat recorded in Map Book 2, page 5, public records of St. Johns County, Florida.

PARCEL TWO:

The West 35 feet of Lots C and D and all of Lot B, Block 2 of Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds, also the Southerly half of that certain 15 foot vacated alley lying immediately North of and adjoining said West 35 feet of Lots C and D and all of Lot B, all according to plat recorded in Map Book 2, page 5, public records of St. Johns County, Florida.

NOW KNOWN AS:

PARCEL ONE

A parcel of land being a part of Lots B, C, D and the South 1/2 of a vacated alley all in Block 2, Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds as recorded in Map Book 2, page 5 of the Public Records of St. Johns County, Florida and being more particularly bounded and described as follows:

BEGIN at the Southwest Corner of Lot B of said Block 2; thence North 00°14'46" West, a distance of 101.28 feet to the centerline of said vacated alley; thence North 89°33'13" East, along said centerline, a distance of 53.13 feet; thence South 00°26'03" East, a distance of 40.73 feet; thence South 89°58'28" East, a distance of 10.33 feet; thence South 01°15'07" East, a distance of 61.00 feet to the south line of said Block 2; thence North 89°58'28" West, along said south line a distance of 64.66 feet to the POINT OF BEGINNING.

TOGETHER with an Ingress/Egress Easement described as follows:

COMMENCE at the Southwest Corner of Lot B of said Block 2; thence South 89°58'28" East, along the south line of said Block 2, a distance of 64.66 feet to the POINT OF BEGINNING for the herein described Easement; thence North 01°15'07" West, a distance of 61.00 feet; thence North 89°58'28" West, a distance of 10.33 feet; thence North 00°26'03" West, a distance of 26.77 feet; thence North 85°14'24" East, a distance of 33.87 feet; thence South 01°53'52" East, a distance of 90.63 feet; thence North 89°58'28" West, a distance of 24.89 feet to the POINT OF BEGINNING.

PARCEL TWO

A parcel of land being a part of Lot D and the South 1/2 of Vacated Alley, all in Block 2, Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds as recorded in Map Book 2, page 5 of the Public Records of St. Johns County, Florida and being more particularly bounded and described as follows:

COMMENCE at the Southwest Corner of Lot B of said Block 2; thence South 89°58'28" East, along the south line of said Block 2, a distance of 64.66 feet; thence North 01°15'07" West, a distance of 61.00 feet to the POINT OF

BEGINNING for the herein described Parcel; thence North 89°58'28" West, a distance of 10.33 feet; thence North 00°26'03" West, a distance of 40.73 feet to the center of said vacated alley; thence North 89°33'13" East, along said centerline and its easterly extension thereof, a distance of 440 feet more or less to the Mean High Water Line of the Atlantic Ocean; thence meander southerly along said Mean High Water Line, a distance of 55 feet more or less to reference point A; thence return to the Point of Beginning; thence South 89°58'28" East, a distance of 24.20 feet;

thence South 01°53'52" East, a distance of 10.01 feet; thence South 89°58'28" East, a distance of 414 feet more or less to reference point A and the point of closure for this description;

TOGETHER with and SUBJECT to an Ingress/Egress Easement described as follows:

COMMENCE at the Southwest Corner of Lot B of said Block 2; thence South 89°58'28" East, along the south line of said Block 2, a distance of 64.66 feet to the POINT OF BEGINNING for the herein described Easement; thence North 01°15'07" West, a distance of 61.00 feet; thence North 89°58'28" West, a distance of 10.33 feet; thence North 00°26'03" West, a distance of 26.77 feet; thence North 85°14'24" East, a distance of 33.87 feet; thence South 01°53'52" East, a distance of 90.63 feet; thence North 89°58'28" West, a distance of 24.89 feet to the POINT OF BEGINNING.

PARCEL THREE

A parcel of land being a part of Lots C and D, Block 2, Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds as recorded in Map Book 2, page 5 of the Public Records of St. Johns County, Florida and being more particularly bounded and described as follows:

COMMENCE at the Southwest Corner of Lot B of said Block 2; thence South 89°58'28" East, along the south line of said Block 2, a distance of 64.66 feet to the POINT OF BEGINNING for the herein described Parcel; thence North 01°15'07" West, a distance of 61.00 feet; thence South 89°58'28" East, a distance of 24.20 feet; thence South 01°53'52" East, a distance of 10.01 feet; thence South 89°58'28" East, a distance of 414 feet more or less to the Mean High Water Line of the Atlantic Ocean; thence meander Southerly along said Mean High Line, a distance of 51 feet more or less to a point which bears South 89°58'28" East, a distance of 440 feet more or less from the Point of Beginning; thence North 89°58'28" West, along said South Line of Block 2 and its easterly extension thereof a distance of 440 feet more or less to the POINT OF BEGINNING.

SUBJECT TO an Ingress/Egress Easement described as follows:

COMMENCE at the Southwest Corner of Lot B of said Block 2; thence South 89°58'28" East, along the south line of said Block 2, a distance of 64.66 feet to the POINT OF BEGINNING for the herein described Easement; thence North 01°15'07" West, a distance of 61.00 feet; thence North 89°58'28" West, a distance of 10.33 feet; thence North 00°26'03" West, a distance of 26.77 feet; thence North 85°14'24" East, a distance of 33.87 feet; thence South 01°53'52" East, a distance of 90.63 feet; thence North 89°58'28" West, a distance of 24.89 feet to the POINT OF BEGINNING.

168480000_CHARLES E PELLICER and MOLLIE W PELLICER
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between CHARLES E PELLICER and MOLLIE W PELLICER, whose address is 2 8TH ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and not withstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
CHARLES E PELLICER

Print Witness Name _____

Address _____

Grantor Signature _____
MOLLIE W PELLICER

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by CHARLES E PELLICER and MOLLIE W PELLICER.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lots 'B, C & D, Block 3, Chautauqua Beach Subdivision, according to the public records of St. Johns County, together with that portion of land lying between the east lines of said property and the mean high water mark of the Atlantic Ocean per Final Judgement in Case No. 90-914 CA and recorded in Official Record Book 990, page 256, and Case No. 90-801 CA recorded in Official Records Book 1102, page 557, of the public records of St. Johns County, Florida.

1684800010_ANN MARIE HARRISON
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between ANN MARIE HARRISON, whose address is 2808 S KINGS CT, BLOOMINGTON, IN 47401-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
ANN MARIE HARRISON

Print Witness Name _____

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by ANN MARIE HARRISON.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot C, Block 3, Chautauqua Beach, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 5, of the Public Records of St. Johns County, Florida.

1685600010_NEIGHBORHOOD REALTY INC
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between NEIGHBORHOOD REALTY, INC. whose address is 1102 A1AN, Ste. 102, PONTE VEDRA BEACH, FLORIDA 32082-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches;

and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the

construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

NEIGHBORHOOD REALTY, INC.

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for NEIGHBORHOOD REALTY INC, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lots A, B & 2, Block 4, Anastasia Methodist Assembly Subdivision, according to the map thereof, as recorded in Plat Book 2, Page(s) 5, of the Public Records of St. Johns County, Florida, said subdivision being commonly known as the Chautauqua Beach Subdivision of the Anastasia Methodist Church Assembly Grounds.

1685700000_BRIAN DEL REY and CAREY DEL REY

Prepared by:

St. Johns County

500 San Sebastian View

St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between BRIAN DEL REY and CAREY DEL REY, whose address is 2 7TH ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
LEANORA V. PORTER

Print Witness Name _____

Address _____

Grantor Signature _____
CAREY DEL REY

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by BRIAN DEL REY and CAREY DEL REY.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

LOTS C AND D, BLOCK 4, CHAUTAUQUA BEACH SUBDIVISION OF THE ANASTASIA METHODIST ASSEMBLY, ACCORDING TO THE PL.AT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 5, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH THOSE LANDS LYING EAST OF THE EASTERN BOUNDARY OF SAID LOTS BETWEEN SAID EASTERN BOUNDARY AND THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN AS PER FINAL JUDGMENTS RECORDED IN OFFICIAL RECORDS BOOK 968, PAGE 437 AND OFFICIAL RECORDS BOOK 990, PAGE 256 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

1686900000_HAROLD V GROOME III
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between HAROLD V GROOME III, whose address is 688 OCEAN PALM WAY, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
HAROLD V GROOME III

Print Witness Name _____

Address _____

Grantor Signature _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by HAROLD V GROOME III.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot "D" of Block Five (5) of the Chautauqua Beach Subdivision of the Anastasia Methodist Assembly, Inc., according to plat as recorded in Plat Book 2, Page 5, of the Public Records of St. Johns County, Florida.

and

A parcel of land lying East of the East line of Lot "D", Block 5, Chautauqua Beach Subdivision of Anastasia Methodist Assembly Grounds, as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, said parcel of land being more fully described as the follows: Beginning at the Northeast corner of said Lot "D"; thence Easterly, on the Easterly extension of the North line of said Lot "D", 111 feet more or less to the mean high water line of the Atlantic Ocean; thence Southerly, on said mean high water line, 46.5 feet more or less; thence Westerly on the Easterly extension of the South line of said Lot "D", 113 feet more or less to the Southeast corner of said Lot "D"; thence Northerly, on the East line of said Lot "D", 46.50 feet to the Point of Beginning.

1698500000_BEVERLY A SINCLAIR
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between BEVERLY A SINCLAIR, whose address is 1B 6TH ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
BEVERLY A SINCLAIR

Print Witness Name _____

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by BEVERLY A SINCLAIR.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

LOTS (2) AND THREE (3) AND THE WEST TWO (2) FEET OF LOT ONE (1) AND THE EAST TWELVE (12) OF LOT FIVE (5) OF ST. AUGUSTINE BEACH, A SUBDIVISION OF THE HOTEL GROUNDS, CHAUTAUQUA BEACH, ANASTASIA ISLAND, FLORIDA, ACCORDING TO THE MAP MADE BY GOULD T. BUTLER FILED FEBRUARY 5, 1926, IN MAP BOOK 3, PAGE 140, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF LAND LYING BETWEEN THE EAST LINES OF LOTS TWO (2) AND THREE (3) AND THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN PER FINAL JUDGMENT IN CASE NO. 90-914, INCLUDING THE SEVENTY-FIVE (75) FOOT STRIP PER FINAL JUDGMENT IN CASE NO. 90-801, AS RECORDED IN OFFICIAL RECORDS BOOKS 990, PAGE 256, OFFICIAL RECORDS BOOK 1149, PAGE 1564, AND OFFICIAL RECORDS BOOK 1102, AND PAGE 557 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO A WELL AGREEMENT RECORDED IN DEED BOOK 221, PAGE 22 AND EASEMENT FOR INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 461, PAGE 558, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

1698600000_ATLAS AUGUSTINE, LLC

Prepared by:

St. Johns County

500 San Sebastian View

St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between ATLAS AUGUSTINE, LLC, whose address is 328 MADAKET RD, NANTUCKET, MA 02554-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

ATLAS AUGUSTINE LLC

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for ATLAS AUGUSTINE, LLC, as its _____ 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

1698600000_ATLAS AUGUSTINE, LLC

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot 4, St. Augustine Beach, a Subdivision of Hotel Grounds, Chautauqua Beach, Anastasia Island, Florida, as recorded in Map Book 3, page 140, of the public records of St. Johns County, Florida.

1699900003_ISLAND SOUTH CONDO ASSOCIATION, INC.

Prepared by:

St. Johns County

500 San Sebastian View

St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between ISLAND SOUTH CONDO ASSOCIATION, INC., whose address is 3942 A1A South, ST AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

ISLAND SOUTH CONDO ASSOCIATION, INC.

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for ISLAND SOUTH CONDO ASSOCIATION INC, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Island South Condominium with common areas according to the Declaration of Condominium recorded in Official Records Book 625, page 29, of the public records of St. Johns County, Florida.

1700100040_PHILLIP R GODIN and LINDA A GODIN
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between PHILLIP R GODIN and LINDA A GODIN, whose address is 6301 GREEN BAY RD, KENOSHA, WI 53142-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of

such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
PHILLIP R GODIN

Print Witness Name _____

Address _____

Grantor Signature _____
LINDA A GODIN

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by PHILLIP R GODIN and LINDA A GODIN.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

PARCEL 1:

A PART OF THE "BATHHOUSE LOT" AS SHOWN ON THE MAP OF ST. AUGUSTINE BEACH, A SUBDIVISION OF HOTEL GROUNDS, CHAUTAUQUA BEACH, AS RECORDED ON MAP BOOK 3, PAGE 140, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT USE THE SOUTHWEST CORNER OF LOT 31 OF ABOVE-REFERENCED SUBDNISION, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF THIRD STREET; THENCE NORTH 89°43'01" EAST ALONG SAID NORTHERLY LINE 150 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°44'35" WEST ALONG A LINE PARALLEL WITH WESTERLY LINE OF SAID LOT 31, 150 FEET EASTERLY THEREOF, 108.00 FEET TO A POINT THAT IS NORTH 89°43'01" EAST AND 150 FEET DISTANT FROM THE NORTHWEST CORNER OF SAID LOT 31; THENCE NORTH 89°43'01" EAST, 13.90 FEET TO THE SOUTHEAST CORNER OF LOT 23 OF ABOVE-REFERENCED SUBDIVISION; THENCE NORTH 00°35'59" WEST ALONG THE EAST LINE OF SAID LOT 23, 15 FEET TO THE SOUTHWEST CORNER OF LOT 22 OF THE ABOVE-REFERENCED SUBDIVISION; THENCE NORTH 89°43'01" EAST OF THE SOUTHERLY LINE OF SAID LOT 22, 94.00 FEET TO A CONCRETE MONUMENT ON THE SOUTHEAST CORNER OF SAID LOT 22; THENCE SOUTH 00°35'59" EAST ON AN EXTENSION SOUTHERLY OF THE EAST LINE OF SAID LOT 22, 61.50 FEET; THENCE SOUTH 89°43'01" WEST ALONG A LINE PARALLEL WITH AND 61.50 FEET DISTANT FROM THE SAID SOUTHERLY LINE OF SAID LOT 22, 89.78 FEET; THENCE SOUTH 00°44'35" EAST, 61.50 FEET TO THE NORTH RIGHT OF WAY LINE OF THIRD STREET; THENCE SOUTH 89°43'01" WEST ALONG SAID NORTH LINE, 18.00 FEET TO THE POINT OF BEGINNING. PARCEL IS SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT: A 7 1/2 FOOT EASEMENT IN THE BATHHOUSE LOT AS SHOWN ON THE MAP OF ST. AUGUSTINE BEACH, A SUBDIVISION OF HOTEL GROUNDS, CHAUTAUQUA BEACH AS RECORDED IN MAP BOOK 3, PAGE 140, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF COMMENCEMENT, USE THE NORTHEAST CORNER OF LOT 31 OF THE ABOVE REFERENCED SUBDIVISION; THENCE NORTH 89°43'01" EAST ALONG THE PROJECTION OF THE NORTH LINE OF SAID LOT 31, 103.75 FEET FOR THE POINT OF BEGINNING OF THE CENTERLINE OF THIS 7 1/2 FOOT EASEMENT; EASEMENT LIES AT RIGHT ANGLES EACH SIDE AND 3.75 FEET DISTANT FROM SAID CENTERLINE; THENCE SOUTH 00°44'35" EAST, 50.25 FEET; THENCE NORTH 89°43'01" EAST, 14.25 FEET TO THE POINT OF TERMINUS OF SAID EASEMENT.

PARCEL 2:

ALL LAND BOUNDED ON THE EAST BY THE ATLANTIC OCEAN, ON THE WEST BY THE EAST BOUNDARY LINE OF PARCEL #1 DESCRIBED ABOVE, AND ON THE NORTH BY THE NORTH BOUNDARY LINE OF SAID PARCEL #1, BEING THE SOUTH LINE OF SAID LOT 22, EXTENDED EASTERLY IN A STRAIGHT LINE TO THE ATLANTIC OCEAN, AND ON THE SOUTH BY THE SOUTH BOUNDARY LINE OF SAID PARCEL #1, EXTENDED EASTERLY IN A STRAIGHT LINE TO THE ATLANTIC OCEAN; TOGETHER WITH ALL ALLUVION, ALLUVIUM, A VULSION, RELICTION AND ACCRETIONS AND ALL RIPARIAN AND LITTORAL RIGHTS NOW, HERETOFORE AND HEREAFTER BELONGING OR IN ANYWISE APPERTAINING TO THE ABOVE-DESCRIBED LANDS.

1700100030_SEA BREEZE COTTAGE, LLC

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between SEA BREEZE COTTAGE, LLC, whose address is 6301 GREEN BAY RD, KENOSHA, WI 53142-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

SEA BREEZE COTTAGE, LLC

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for SEA BREEZE COTTAGE, LLC, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Parcel #1

A part of the "Bathhouse Lot" as shown on the Map of St. Augustine Beach, a Subdivision of Hotel Grounds Chatauqua Beach, as recorded on Map Book 3, Page 140 of the Public Records of St. Johns County, Florida and being more particularly described as follows: For a Point of Commencement use the Southwest corner of Lot 31 of above referenced subdivision, said point lying on the Northerly right-of-way line of Third Street; thence North 89°43'01" East along said Northerly line 168 feet to the Point of Beginning; thence North 00°44'35" West along a line parallel with and 168 feet distant from the Westerly line of said Lot 31, 6 I.S.O feet; thence North 89°43'01" East on a line that is parallel with and 61.50 feet distant from the Southerly line of Lot 22 of the above referenced subdivision, 89.78 feet to a point on the Southerly extension of the Easterly line, of said Lot 22; thence South 00°35'59" East along said Southerly extension 61.50 feet to the Northerly right-of-way line of Third Street; thence South 89°43'01" West on said Northerly line, 89.63 feet to the Point of Beginning.

Parcel #2

All land bounded on the East by the Atlantic Ocean, on the West by the East boundary line of Parcel #1 described above, and on the North by the North boundary line of said Parcel# 1 extended easterly in a straight line to the Atlantic Ocean; and on the South by the South boundary line of said Parcel #1, being the Northerly right-of-way line of Third Street, extended easterly in a straight line to the Atlantic Ocean; together with all alluvion, alluvium, avulsion, reliction and accretions and all riparian and littoral rights now, heretofore and hereafter belonging or in anywise appertaining to the above described lands.

1688100000_MAUURICE W BAEHR JR and MARY ANN PHELPS-BAEHR
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between MAURICE W BAEHR JR and MARY ANN PHELPS-BAEHR, whose address is 1 3RD ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
MAURICE W BAEHR JR

Print Witness Name _____

Address _____

Grantor Signature _____
MARY ANN PHELPS-BAEHR

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by MAURICE W BAEHR JR and MARY ANN PHELPS-BAEHR.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot A and Lot 2, Block 9 (excepting the West 6 feet thereof), CHAUTAUQUA BEACH SUBDIVISION, according to the map or plat thereof as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida.

ALSO:

A STRIP OF LAND IN BLOCK 9, CHAUTAUQUA BEACH SUBDIVISION, BEING THAT LAND DESCRIBED AS AN EASEMENT LYING EAST OF THE WEST LINE OF SAID BLOCK 9 AND WEST OF THE EAST LINE OF SAID BLOCK 9, NORTH OF THE NORTH LINE OF LOTS B, 3, 5, 7, 9, 11, 13, 15, AND 17 AND SOUTH OF THE SOUTH LINES OF LOTS A, 4, 6, 8, 10, 12, 14 AND 16, EAST OF A1A BEACH BOULEVARD, IN BETWEEN 2ND AND 3RD STREETS IN SAID BLOCK 9, ALL IN SECTION 34, TOWNSHIP 7, RANGE 30, AS RECORDED IN MAP BOOK 2, PAGE 5, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

1688200000_DAVID WHITE
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between DAVID WHITE, whose address is 2 2ND ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of

such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
DAVID WHITE

Print Witness Name _____

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by DAVID WHITE.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

PARCEL 1:

All of Lot "B" and Lots 1, 3 and 5 of Block 9 of CHAUTAUQUA BEACH SUBDIVISION of the Anastasia Methodist Assembly as per plat or map recorded in Map Book 2, page 5, of the public records of St, Johns County, Florida.

PARCEL 2:

All of Grantor's right, title and interest, if any, in and to all lands situate, lying and being between the Atlantic Ocean on the East, and Lots B, 1, 3 and 5 of Block 9, of CHAUTAUQUA BEACH SUBDIVISION, as recorded in the public records of St, Johns County, Florida, on the West and more particularly described as follows:

All land bounded on the east by the Atlantic Ocean, on the West by the East line of said Lots "B" and "ONE" (1), and on the North by the North boundary line of said Lot "B" extended easterly in a straight line to the Atlantic Ocean; and on the South by the South Boundary Line of said Lot "One" extended Easterly in a straight line to the Atlantic Ocean.

1688900000_1ST CRESCENT WAVE LLC
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between 1ST CRESCENT WAVE, LLC, whose address is 24114 BLANCO ROAD, SAN ANTONIO, TX 78260-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of

such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

Witness Signature _____

1ST CRESCENT WAVE, LLC

Print Witness Name _____

By: _____

Address _____

Its:

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for 1ST CRESCENT WAVE LLC, as its _____, 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

LOT B AND THE NORTH HALF OF LOT 3, BLOCK 10, TOGETHER WITH THE SOUTH 5.5 FEET OF AN UNNAMED 15 FOOT ALLEY LYING BETWEEN LOTS A AND B, BLOCK 10, OF CHAUTAUQUA BEACH SUBDIVISION OF THE ANASTASIA METHODIST ASSEMBLY, AS PER PLAT RECORDED IN MAP BOOK 2, PAGE 5, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. TOGETHER WITH THE SOUTH HALF OF AN UNNAMED 15 FOOT ALLEY LYING BETWEEN LOTS 3 AND 4 OF BLOCK 10, OF CHAUTAUQUA BEACH SUBDIVISION OF THE ANASTASIA METHODIST ASSEMBLY, AS PER PLAT RECORDED IN MAP BOOK 2, PAGE 5, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

1689300000_JOHN D SPENGLER and BARBARA A SPENGLER as Trustees or successors in Trust under the SPENGLER REVOCABLE TRUST dated January 31, 2014

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between JOHN D SPENGLER and BARBARA A SPENGLER as Trustees or successors in Trust under the SPENGLER REVOCABLE TRUST dated January 31, 2014, whose address is PO BOX 605, SAINT AUGUSTINE, FL 32085-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and

assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

Signatures on next page

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

SPENGLER REVOCABLE TRUST dated
January 31, 2014

Witness Signature _____

Print Witness Name _____

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

By: _____

By: _____

Its: Trustees or successors in Trust

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by JOHN D. SPENGLER and BARBARA A. SPENGLER as Trustees or successors in Trust under the SPENGLER REVOCABLE TRUST dated January 31, 2014, who are personally known to me or has produced _____ as identification.

Personally Known or Produced Identification
Type of Identification Produced

Notary Public
My Commission Expires: _____

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lots 8, 10, 12 and 14, Block 11 of CHAUTAUQUA BEACH SUBDIVISION of the Anastasia Methodist Assembly according to map on file in Map Book 2 page 5 of the public records of St. Johns County, Florida.

-AND-

Lot one (1), South ½ of Lot Three (3), and all of Lots 5, 7, 9 & 11, in Block 10 of CHAUTAUQUA BEACH SUBDIVISION of the Anastasia Methodist Assembly according to map on file in Map Book 2 page 5 of the public records of St. Johns County, Florida.

-AND-

Lot 13 of Block 10 in Chautauqua Beach in Government Lots 7 and 10 of Section 34 in Township 7 South of Range 30 East, according to plat of a part of said Government lots filed and recorded in Map Book 2, Page 5, Public records of St. Johns County, Florida.

1689300000_SYLVIA J SPENGLER
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between SYLVIA J SPENGLER, whose address is PO BOX 605, SAINT AUGUSTINE, FL 32085-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public

beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

Signature on next page

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

Witness Signature _____

Sylvia J. Spengler

Print Witness Name _____

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this _____ day of _____, 2025 by SYLVIA J SPENGLER
who is personally known to me or has produced _____ as identification.

Personally Known or Produced Identification
Type of Identification Produced

Notary Public
My Commission Expires: _____

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lots 8, 10, 12 and 14, Block 11 of CHAUTAUQUA BEACH SUBDIVISION of the Anastasia Methodist Assembly according to map on file in Map Book 2 page 5 of the public records of St. Johns County, Florida.

-AND-

Lot one (1), South ½ of Lot Three (3), and all of Lots 5, 7, 9 & 11, in Block 10 of CHAUTAUQUA BEACH SUBDIVISION of the Anastasia Methodist Assembly according to map on file in Map Book 2 page 5 of the public records of St. Johns County, Florida.

-AND-

Lot 13 of Block 10 in Chautauqua Beach in Government Lots 7 and 10 of Section 34 in Township 7 South of Range 30 East, according to plat of a part of said Government lots filed and recorded in Map Book 2, Page 5, Public records of St. Johns County, Florida.

1689900000_ O'TOOLE FAMILY TRUST D: 7-22-2010, NICHOLAS D O'TOOLE and SUZANNE MARIE O'TOOLE as Trustees

Prepared by:

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between NICHOLAS D O'TOOLE and SUZANNE MARIE O'TOOLE as Trustees of the O'TOOLE FAMILY TRUST D: 7-22-2010, whose address is 1 1ST ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the

construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

O'TOOLE FAMILY TRUST D: 7-22-2010

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

By: _____

Its:

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for NICHOLAS D O'TOOLE and SUZANNE MARIE O'TOOLE as Trustees of the O'TOOLE FAMILY TRUST D: 7-22-2010, as its _____ who is personally known to me or has produced _____ as identification.

Personally Known or Produced Identification
Type of Identification Produced

Notary Public
My Commission Expires: _____

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot 2, of the 11 Block of Chautauqua Beach Subdivision of the Anastasia Methodist Assembly, according to the Plat Book 2, Page 5, public records of the St. Johns County, Florida. Also all right, title and interest of the first party in and to all that tract of land East of and adjoining Lot 2 of Block 11, Chautauqua Beach Subdivision of the Anastasia Methodist Assembly, according to plat recorded in Plat Book 2, Page 5, public records of St. Johns County, Florida and lying between the North line of said Lot 2, extended to the Atlantic Ocean and the South line of said Lot 2, extended to the Atlantic Ocean.

1689700000_LINDA BAYLES and BRAD BAYLES
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between LINDA BAYLES and BRAD BAYLES, whose address is 28 SARAGOSSA ST, SAINT AUGUSTINE, FL 32084-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
LINDA BAYLES

Print Witness Name _____

Address _____

Grantor Signature _____
BRAD BAYLES

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by LINDA BAYLES and BRAD BAYLES.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

1689700000_LINDA BAYLES and BRAD BAYLES

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot "A" of Block 11 of the Chautauqua Beach Subdivision of Anastasia Methodist Assembly as per plat recorded in Map Book 2, Page 5, public records of St. Johns County, Florida. Together with all that portion of land lying between the North and South lines of Lot "A", Block 11 of the Chautauqua Beach Subdivision of Anastasia Methodist Assembly, as per said plat, said lines being extended Easterly to the waters of the Atlantic Ocean.

1689800000_MARTA M ROTH and CHARLES B ROTH
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between MARTA M ROTH and CHARLES B ROTH, whose address is 1575 NOTTINGHAM KNOLL DR, JACKSONVILLE, FL 32225-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

Grantor Signature _____
MARTA M ROTH

Print Witness Name _____

Address _____

Grantor Signature _____
CHARLES B ROTH

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by MARTA M ROTH and CHARLES B ROTH.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

PARCEL ONE:

LOT "B" OF BLOCK ELEVEN (11), OF CHAUTAUQUA BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY, INC., ACCORDING TO PLAT RECORDED IN PLAT BOOK TWO (2), PAGE FIVE (5), OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL TWO:

BEGINNING AT THE SOUTHEAST CORNER OF LOT "B", BLOCK 11, CHAUTAUQUA BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY, INC., RECORDED IN MAP BOOK 2, PAGE 5, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT "B" A DISTANCE OF 46.5 FEET TO THE NORTHEAST CORNER OF SAID LOT "B", THENCE RUN NORTH 89 DEGREES 41'19" EAST, ON THE EASTLERLY EXTENTION OF THE NORTH LINE OF SAID LOT "B" TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE RUN SOUTHERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 46.5 FEET; THENCE RUN S 89 DEGREES 41'19" WEST, ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT "B". TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT "B".

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between DADS PROPERTIES, LLC, whose address is 213 N FOREST DUNES DR, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

DADS PROPERTIES LLC

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for DADS PROPERTIES LLC, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

PARCEL ONE: Lot 1 of Block 11, of CHAUTAUQUA BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY, INC., according to plat recorded in Plat Book 2, Page 5 of the public records of St Johns County, Florida.

PARCEL TWO: COMMENCING at the Southeast corner of Lot 1, Block 11, CHAUTAUQUA BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY, INC., recorded in Map Book 2, Page 5 of the public records of St Johns County, Florida; thence run Northerly along the Easterly lot line of said Lot 1 a distance of 46.5 feet to a point at intersection of the Northerly Line of said Lot 1; thence run North 89 degrees, 41 minutes, 19 seconds East a distance of 186 feet, more or less, to the approximate vegetation line of mean high water line of the Atlantic Ocean; thence run Southerly along said mean high water line a distance of 46.5 feet; thence run South 89 degrees, 41 minutes, 19 seconds West 186 feet, more or less, to the point of beginning at the Southeast corner of said Lot 1.

And

LOT THREE (3), BLOCK ELEVEN (11), CHAUTAUQUA BEACH SUBDIVISION OF THE ANASTASIA METHODIST ASSEMBLY, INC., ACCORDING TO MAP BOOK 2, PAGE 5, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH ALL OF GRANTOR'S RIGHT, INTEREST AND TITLE IN AND TO THAT CERTAIN WELL AGREEMENT DATED DECEMBER 1, 1948, RECORDED IN DEED BOOK 176, PAGE 513, BOTH OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

1700600020_INNOVATIVE FUNDING GROUP, LLC

Prepared by:

St. Johns County

500 San Sebastian View

St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between INNOVATIVE FUNDING GROUP, LLC, whose address is 32 PENNSYLVANIA AVE, AVON, NY 14414-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

INNOVATIVE FUNDING GROUP LLC

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for INNOVATIVE FUNDING GROUP, LLC, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

All lands situate lying and being between the Atlantic Ocean on the East, and the East line of Lot 2, Block 34, Ocean Beach Addition to the Subdivision of the Anastasia Methodist Assembly, according to the map or plat thereof as recorded in Plat Book 2, Page 10, Public Records of St. Johns County, Florida, on the West, more particularly described as follows:

All land bounded on the East by the Atlantic Ocean, on the West by the East line of said Lot Two (2) in Block Thirty-Four (34) on the North by the North boundary line of said Lot Two (2) extended Easterly in a straight line to the Atlantic Ocean, and on the South by the South boundary line of said Lot Two (2) extended easterly in a straight line to the Atlantic Ocean.

And also all alluvium, alluvion, avulsion, reliction and accretions, and all riparian and littoral rights now, heretofore and hereafter belonging or in anywise appertaining to said lands now, heretofore and hereafter belonging or in anywise appertaining to said lands above described.

1700500000_SURF AND SAND OCEANFRONT LLC
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between SURF AND SAND OCEANFRONT, LLC, whose address is 4410 GADSDEN CT, JACKSONVILLE, FL 32207, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

SURF AND SAND OCEANFRONT, LLC

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for SURF AND SAND OCEANFRONT, LLC, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

PARCEL 1:

Lot A, Block 34, OCEAN BEACH ADDITION to the Subdivision of the Anastasia Methodist Assembly according to Map Book 2, Page 10 of the public records of St. Johns County, Florida.

also known as: Lot A, Block 34, COQUINA GABLES SUBDIVISION NO. 1, according to Map Book 3, Page 30 of the public records of St. Johns County, Florida

Together with a 10.00 foot access easement across the West 10.00 feet of Lot 2, Block 34, of said records of St. Johns County, Florida

PARCEL 2:

All lands situate lying and being between the Atlantic Ocean of the East Line of Lot "A" in Block 34, OCEAN BEACH ADDITION to the Subdivision of the Anastasia Methodist Assembly, as per Plat Book 2, Page 10, public records of St. Johns County, Florida on the West. and more particularly described as follows:

All land bounded on the East by the Atlantic Ocean, on the West by the East line of said Lot "A" in Block 34, on the North by the North boundary line of said Lot "A" extended Easterly in a straight line to the Atlantic Ocean and on the South by the South boundary line of said Lot "N extended Easterly In a straight line to the Atlantic Ocean

Also;

A STRIP OF LAND 15 (FIFTEEN) FEET IN WIDTH IN BLOCK 34, COQUINA GABLES SUBDIVISION, BEING ALL THAT STRIP OF LAND DESCRIBED AS AN EASEMENT LYING EAST OF THE WEST LINE OF SAID BLOCK 34 AND EAST OF A1A BEACH BOULEVARD, IN BETWEEN A AND B STREETS IN SAID BLOCK 34, ALL IN SECTION 3, TOWNSHIP 8, RANGE 30, AS RECORDED IN MAP BOOK 3, PAGE 30, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

1702900000_MARYBETH ADAMS LIVING TRUST, MARYBETH ADAMS as Trustee
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between MARYBETH ADAMS LIVING TRUST, MARYBETH ADAMS, as Trustee, whose address is 2 D ST, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

MARYBETH ADAMS LIVING TRUST

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by MARYBETH ADAMS as Trustee for the MARYBETH ADAMS LIVING TRUST, 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Lot 1 and the South 7 feet of Lot "B", Block 36, according to Plat of Ocean Beach Addition to the Subdivision of the Anastasia Methodist Assembly, as platted by Jacksonville District Church Extension Mission Society, recorded July 11, 1913, in Plat Book 2, Page 10, public records of St. Johns County, Florida.

TOGETHER WITH ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO: All lands situate, lying and being between the Atlantic Ocean, on the East, and the East line of Lot 1, and the South 7 feet of Lot "B", Block 36, according to plat of Ocean Beach Addition to the Subdivision of the Anastasia Methodist Assembly, as per Plat Book 2, Page 10, public records of St. Johns County, Florida, on the West, more particularly described as follows:

All land bounded on the East by the Atlantic Ocean, on the West by the East line of said Lot 1 and South 7 feet of Lot "B", on the North by the North Boundary Line of the South 7 feet of said Lot "B", extended Easterly in a straight line to the Atlantic Ocean, and on the South by the South Boundary Line of said Lot 1 extended Easterly in a straight line to the Atlantic Ocean.

1724200000_810 BEACH, INC.
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between 810 BEACH, INC., whose address is 1093 A1A BEACH BLVD PMB 196, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

810 BEACH, INC.

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for 810 BEACH, INC., as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

Commencing at a point on the North line of U.S. Government Lot 4, in Section 3, Township 8 South, Range 30 East, said point being the Southeast corner of Coquina Gables Subdivision, as per plat thereof recorded in Plat Book 3, Page 30, of the Public Records of St. Johns County, Florida, thence run South 2 degrees East (magnetic) a distance of 100 feet to a point the Northeast corner of property heretofore conveyed by George Reddington and wife to Frederick G. Francis, thence run South 88 degrees and 36 minutes West along Francis' North line a distance of 481 feet to the East line of Lew Boulevard, thence run North 2 degrees West (magnetic) along the East line of Lew Boulevard a distance of 100 feet to the South line of said Coquina Gables Subdivision, thence run North 88 degrees and 36 minutes East (magnetic) along the South line of said Coquina Gables Subdivision a distance of 481 feet to the point of beginning.

ALSO: Lots One (1), Two (2) and Three (3) in Block Fifty-nine (59) OCEAN BEACH ADDITION to the Subdivision of the Anastasia Methodist Assembly as per plat recorded in Plat Book 2, Page 1 O, Public Records of St. Johns County, Florida.

ALSO: All lands and accretions adjacent to and East of the aforesaid described property line between the East line of said lands and the mean high water line of the Atlantic Ocean.

EXCEPTING THEREFROM so much as was conveyed by Deed to Thomas Edward Faircloth and Hilda Duckhardt Faircloth, his wife, as described in Deed Book 241, Page 238-9, Public Records of St. Johns County, Florida.

ALSO EXCEPTING THEREFROM those lands conveyed by Warranty Deed recorded in Official Records Book 715, Page 722, Public Records of St. Johns County, Florida.

Said property also being described as: Lots 1, 2 & the East 24.50' of Lot 3, Block 59, Coquina Gables, as recorded in Map Book 3, page 30, public records of St. Johns County, Florida.

TOGETHER WITH the North 100' of Government Lot 4, Section 3, Township 8 South, Range 30 East, Lying South of and adjacent to said described lots.

TOGETHER WITH all lands and accretions adjacent to and East of the aforesaid described property line between the East line of said lands and the mean high water line of the Atlantic Ocean.

1724300000_DIESEL CONSTRUCTION CO., LLC
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between DIESEL CONSTRUCTION CO., LLC, whose address is 500 WORLD COMMERCE PKWY, SAINT AUGUSTINE, FL 32092-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained

from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

DIESEL CONSTRUCTION CO., LLC

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for DIESEL CONSTRUCTION CO., LLC, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

All those certain pieces, parcels or tracts of land in Government Lot 4, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, more particularly described in that certain deed dated December 1, 1961 and recorded in Official Records Book 16, pages 29 and 30, Public Records of St. Johns County, Florida, EXCEPT THAT PORTION THEREOF conveyed to Louis C. LaSalle and Inez L. LaSalle, his wife, by deed dated November 1, 1966, and recorded in Official Records Book 93, pages 206 and 207, Public Records of St. Johns County, Florida;

TOGETHER WITH all alluvium, avulsion, reliction and accretions, which now heretofore or hereafter may belong to the hereinabove mentioned lands conveyed hereby, and also all riparian and littoral rights which now, heretofore and hereafter may belong to said lands.

1724700001_PONCE LANDING OF ST AUGUSTINE BEACH HOMEOWNERS ASSOCIATION, INC.

Prepared by:

St. Johns County

500 San Sebastian View

St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between PONCE LANDING OF ST AUGUSTINE BEACH HOMEOWNERS ASSOCIATION, INC., whose address is 120 SEA GROVE MAIN STREET STE A, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

PONCE LANDING OF ST AUGUSTINE
BEACH HOMEOWNERS ASSOCIATION, INC.

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for PONCE LANDING OF ST AUGUSTINE BEACH HOMEOWNERS ASSOCIATION, INC., as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

That part of Government Lot Four (4), Section Three (3), Township Eight (8) South, Range Thirty (30) East, which is described as follows:

Commencing at the Point of Intersection of the north line of said Government Lot 4 with a line running parallel with and fifty (50) feet easterly from the center line of State Road A-1-A, formerly known as State Road No. 140, and run southerly along said line, parallel with and fifty (50) feet easterly from, the center line of said State Road A-1-A to a point which, measured at right angles from the said north line of Government 4, which is five hundred (500) feet distant there-from, thence departing said line running parallel with and fifty (50) feet easterly from the center line of State Road A-1-A and run parallel to the north line of Government Lot 4, N. 89°46'47" E., 354.44 feet to the POINT OF BEGINNING; thence continue N. 89°46'47" E., 393.46 feet; thence S. 5°14'10" E. approximately parallel to the shore line of the Atlantic Ocean, 301.16 feet; thence S. 89°46'47" W., 406.46 feet; thence N. 0°13'13" E., 101.33 feet; thence S. 89°46'47" W., 73.34 feet; thence N. 0°13'13" E. 97.35 feet; thence N. 89 46'47" E. 60.00 feet; thence N. 0° 13'13" E. 101.33 feet to the POINT OF BEGINNING; containing 2.90 acres more or less.

Commencing at the Point of Intersection of the north line of said Government Lot 4 with a line running parallel with and fifty (50) feet easterly from the center line of State Road A-1-A, formerly known as State Road No. 140, and run southerly along said line, parallel with and fifty (50) feet easterly from, the center line of said State Road A-1-A to a point which, measured at right angles from the said north line of Government Lot 4, which is five hundred (500) feet distant therefrom, for the POINT OF BEGINNING, which point is now marked by an iron pipe and is the northwest corner of the parcel. From this POINT OF BEGINNING, run parallel to the north line of Government Lot 4, N. 89°46'47" E., 354.44 feet; thence S. 0°13'13" W. 101.33 feet; thence S. 89°46'47" W., 60.00 feet; thence S. 0° 3' 13" W., 97.35 feet; thence N., 89°46'47" E., 73.34 feet; thence S., 0°13'13" W., 101.33 feet; thence S., 89°46'47" W., 395.64 feet to a point in a line being fifty (50) feet easterly of and parallel with said center line of A-1-A; thence N. 5° 05' 10" E., along said line being fifty (50) feet easterly of and parallel with said center line of A-1-A, 310.28 feet to the POINT OF BEGINNING; containing 2.43 acres more or less.

Excepting therefrom those certain Lots #1 through 57, inclusive, PONCE LANDING SUBDIVISION, as recorded in Map Book 14, Page 32, Public Records of St. Johns County, Florida;

Together with all that land lying Easterly thereof, Easterly of State Road A-1-A, and all littoral and riparian rights appertaining thereto.

1724800005_SURF CREST VILLAGE SERVICE, INC.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between SURF CREST VILLAGE SERVICE, INC., whose address is 2273 Main Street, Coventry, CT 06238-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

SURF CREST VILLAGE SERVICE, INC.

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for SURF CREST VILLAGE SERVICE, INC., as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

ALL of SURF CREST VILLAGE, A Planned Single Family Development, St. Johns County, Florida (which encompasses all of the following: The South 300.00 feet of the North 1100.00 feet of U. S. Government Section Lot 4, Section 3, Township 8 South, Range 30 East, lying between the Atlantic Ocean on the East and the East line of the 100.00 foot right-of-way of the County Road (now known as State Road A-1-A) on the West except for the following:

1. The forty-seven (47) numbered lots defined and located in said plat.
2. The following described parcel of land:

From the Southwesterly corner of said SURF CREST VILLAGE, also being the intersection of the South line of the South 300.00 feet of the North 1100.00 feet of U. S. Government Lot 4, Section 3, Township 8 South, Range 30 East, with the Easterly right-of-way boundary of State Road A-1-A as presently located, bear North 89°46'47" East along the South line of SURF CREST VILLAGE a distance of 37.31 feet, thence North 44°46'47" East a distance of 29.72 feet to the Point of Beginning; and thence continuing North 44°46'47" East a distance of 38.33 feet, thence North 45°13'13" West a distance of 38.33 feet, thence South 44°46'47" West a distance 38.33 feet to the Point of Beginning, containing 1469.19 square feet more or less,

AND ALSO RESERVING unto the grantors herein and their successors and assigns the right of ingress and egress from the Northwest side of the last-stated parcel to the parking lot located Northwest of the last-stated parcel on plat or map thereof recorded at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida.

1725100000_ST AUGUSTINE RESORTS, INC.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between ST AUGUSTINE RESORTS, INC., whose address is 111 W FORTUNE ST, TAMPA, FL 33602-0000, hereinafter referred to as 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 referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

ST AUGUSTINE RESORTS, INC.

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for ST AUGUSTINE RESORTS, INC., as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

The South 200 feet of the North 400 feet of Lot 5, in Section 3, Township 8 South, Range 30 East, which lies East of a line running parallel with and 50 feet East of the center line of State Road A1A (formerly State Road 140) as now located, in St. Johns County, Florida.

The foregoing property is also described as:

THE SOUTH 200 FEET OF THE NORTH 400 FEET OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED .AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT A POINT IN THE SOUTHERLY LINE OF THE NORTH 400 FEET OF SAID GOVERNMENT LOT 5 AT ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A, FORMERLY STATE ROAD NO.140 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, SAID POINT ALSO BEING A FOUND IRON PIPE; THENCE NORTH 17°09'10 EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A, A DISTANCE OF 209.95 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 89°41'58" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A, . A DISTANCE OF 209.95 FEET TO A FOUND CONCRETE MONUMENT; THENCE CONTINUE NORTH 89°41'58" EAST, A DISTANCE OF 235.00 FEET TO THE APPROXIMATE HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTH 02°20'32" EAST ALONG SAID APPROXIMATE' HIGH WATER LINE, A DISTANCE OF 200.41 FEET; THENCE SOUTH 89°41'58" WEST LEAVING SAID APPROXIMATE HIGH WATER LINE, A DISTANCE OF 213.00 FEET TO A FOUND CONCRETE MONUMENT; THENCE CONTINUE SOUTH 89°41'58" WEST, A DISTANCE OF 015.22 FEET TO THE POINT OF BEGINNING.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between ST AUGUSTINE OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., whose address is 880 A1A BEACH BLVD, SAINT AUGUSTINE, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR:

ST AUGUSTINE OCEAN AND RACQUET
CLUB CONDOMINIUM ASSOCIATION, INC.

Witness Signature _____

By: _____

Print Witness Name _____

Its:

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for ST AUGUSTINE OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS, BOOK 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida more particularly described as follows: Commence at the intersection of the Southeasterly right of way line of State Road Number A1A (Old number 140) with the Southerly line of the South 600 feet of the North 1000 feet of said Government lot 5; thence North 89°34'54" East along said line 298 feet to the POINT OF BEGINNING; thence continue North 89°34'54" East, 791.39 feet to an intersection with the coastal construction control line as recorded in Map Book 13A pages 1-14 of the public records of said county; thence North 03°06'13" West along said coastal construction control line, 49.82 feet to an angle point in said line; thence continue along said coastal construction control line, North 01°16'15" West, 157.42 feet; thence South 89°34'54" West, 654.89 feet; thence South 00°25'06" East, 12.0 feet; thence South 89°34'54" West, 102.00 feet; thence South 00°25'06" East, 130.0 feet; thence South 55°30'27" West; 36.0 feet; thence South 00°25'06" East, 45.0 feet to the POINT OF BEGINNING.

Together with and subject to a non-exclusive easement for ingress and egress described as:

Easement for Ingress and Egress Phase I and Phase II.

A 24 foot easement across a part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East; St. Johns County, Florida the Centerline described as follows: Commence at the intersection of the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5 with the Southeasterly right of way line of State Road Number A1A (Old number 140) s established for a width of 100 feet; thence North 17°09'10" East along said Southeasterly right of way line, 244.60 feet to the POINT OF BEGINNING; thence South 72°50'50" East, 86.18 feet; thence North 89°34'54" East, 25.82 feet to the terminus of said centerline.

Together with a non-exclusive easement for ingress and egress described as:

Parcel 4B:

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County; being more particularly described as follows: BEGIN at the intersection of the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5, with the Southeasterly right of way line of State Road No. A1A (Old No. 140) as established for a width of 100 feet; thence North 17°09'10" East, along said southeasterly right of way line, 269.60 feet; thence South 72°50'50" East, 125.38 feet; thence North 89°34'54" East, 38.88 feet; thence North 29°34'54" East, 88.33 feet; thence North 72°50'50" West; 181.46 feet to an intersection with said Southeasterly right of way line of said State Road No. A1A; thence North 17°09'10" East, along said Southeasterly right of way line, 129.64 feet; thence South 72°50'50" East, 220 feet; thence North 63°48'40" East, 35 feet; thence North 89°34'54" East, 47.46 feet; thence South 00°25'06" East, 20 feet; thence North 89°34'54" East, 108 feet; thence South 00°25'06" East, 163.67 feet; thence South 89°34'54" West, 117 feet; thence South 00°25'06" East, 44 feet; thence South 89°34'54" West, 102 feet; thence South 00°25'06" East, 130 feet; thence South 55°30'27" West, 36 feet; thence south 00°25'06" East, 45 feet to the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence South 89° 34'54" West, along said Southerly line 298 feet to the POINT OF BEGINNING.

Parcel 8

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida more particularly described as follows: Commence at the intersection of the Southeasterly right of way line of State Road Number A1A (Old number 140) as established for a width of 100 feet with the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence North 89°34'54" East along said Southerly line, 1089.39 feet to the POINT OF BEGINNING; thence continuing North 89°34'54" East along Southerly line, 383.0 feet more or less to the approximate Mean High Water line of the Atlantic Ocean; thence Northerly along the approximate Mean High Water line of the Atlantic Ocean, 209.0 feet more or less; thence South 89°34'54" West, 360.0 feet, more or less, to an intersection with the coastal construction control line as recorded in Map Book 13A, pages 1-14 of the public records of said county; thence South 01°16'15" East along the coastal construction control line, 157.42 feet to an angle point in said line, thence continue along said coastal construction control line, South 03°06'13" East, 49.82 feet to the POINT OF BEGINNING.

1721090000_BERMUDA RUN MASTER ASSOCIATION, INC.
Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between BERMUDA RUN MASTER ASSOCIATION, INC., whose address is 13 Bermuda Run Way, St. Augustine, FL 32080-0000, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

Witness Signature _____

BERMUDA RUN MASTER ASSOCIATION, INC.

Print Witness Name _____

Address _____

By: _____

Title: _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ for _____, as its _____ 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"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFIDAVIT RECORDED IN OFFICIAL RECORDS 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

Bermuda Run Condominium together with common areas according to the Declaration of Condominium recorded in Official Records Book 715, page 1076, of the public records of St. Johns County, Florida.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this ____ day of _____, 2025, between CITY OF ST. AUGUSTINE BEACH, a municipal corporation existing under the laws of the State of Florida, whose address is 2200 A1A South, St. Augustine, Florida 32080, hereinafter referred to as 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 referred to as the “Grantee”.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the “Project”) whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain “perpetual beach storm damage reduction” easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement and right-of-way in, on, over, and across the land described in Exhibit “A”, which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors’ expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of :

GRANTOR: CITY OF ST. AUGUSTINE BEACH

Witness Signature _____

By: _____
Its: _____

Print Witness Name _____

Address _____

Witness Signature _____

Print Witness Name _____

Address _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

THAT PART OF THE FOLLOWING DESCRIBED PARCEL BETWEEN THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN AND THE "LANDWARD LIMIT OF EASEMENT LINE" AS DESCRIBED IN AFFADAVIT RECORDED IN OFFICIAL RECORDS 6109, PAGE 178, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA:

All the Street ends and all unvacated alleys owned by the City of St. Augustine Beach lying between 16th Street and F Street in the City of St. Augustine Beach; and

Also Parcel 1725700000:

THE NORTH ½ OF GOVERNMENT LOT 8, LYING EAST OF STATE ROAD A1A, EXCEPT THE NORTH 202.5 FEET THEREOF, IN SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA; and

THE NORTHERLY 66 FEET OF THAT PART OF THE SOUTH ½ OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, WHICH LIES EAST OF THE RIGHT OF WAY OF STATE ROAD A1A.

TOGETHER WITH THE APPURTENANT EASEMENTS AS SET FORTH IN EASEMENT AGREEMENT FOR ACCESS, DRAINAGE, UTILITIES AND SIGNAGE RECORDED IN OFFICIAL RECORDS BOOK 3219, PAGE 535, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM, THOSE LANDS CONVEYED IN SPECIAL WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS 2780, PAGE 104 AS CORRECTED IN CORRECTIVE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3219, PAGE 526; AND SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3219, PAGE 553, ALL AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THE ABOVE PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT PART OF THE NORTH ½ OF GOVERNMENT LOT 8 AND A PORTION OF THAT PART OF THE NORTHERLY 66 FEET OF THE SOUTH ½ OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA LYING EAST OF A1A BEACH BOULEVARD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF BERMUDA RUN SUBDIVISION, MAP BOOK 19, PAGE 76 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, AND THE EASTERLY RIGHT-OF-WAY LINE OF A1A BEACH BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND FORMERLY KNOWN AS STATE ROAD A1A). SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT B OF SAID BERMUDA RUN SUBDIVISION; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BERMUDA RUN SUBDIVISION, 867.96 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3219, PAGE 583 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST, ALONG SAID SOUTH LINE OF BERMUDA RUN SUBDIVISION, 1049.95 FEET TO ITS INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN AS FIELD LOCATED OCTOBER, 1, 2015 AT AN ELEVATION OF 1.62 FEET, NORTH AMERICAN VERTICAL DATUM OF 1088; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES: SOUTH 06 DEGREES 17 MINUTES 40 SECONDS EAST, 126.13 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, 123.90 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 23 SECONDS WEST, 126.36 FEET;

THENCE SOUTH 02 DEGREES 05 MINUTES 35 SECONDS EAST, 150.79 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHERLY 66 FEET OF THE SOUTH ½ OF SAID GOVERNMENT LOT 8; THENCE DEPARTING SAID MEAN HIGH WATER LINE, SOUTH 89 DEGREES 31 MINUTES, 03 SECONDS WEST, ALONG LAST SAID SOUTH LINE, 503.40 FEET TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE AFOREMENTIONED EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3219, PAGE 583 AND ON SAID EASTERLY LINE; THENCE ALONG LAST SAID EASTERLY LINE THE FOLLOWING COURSES: NORTH 01 DEGREES, 11 MINUTES, 19 SECONDS WEST, 94.67 FEET, THENCE SOUTH 89 DEGREES, 59 MINUTES, 56 SECONDS WEST, 444.05 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 03 SECONDS WEST, 351.90 FEET; THENCE SOUTH 89 DEGREES, 22 MINUTES, 07 SECONDS WEST, 118.69 FEET; THENCE NORTH 00 DEGREES, 37 MINUTES, 34 SECONDS WEST, 75.73 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE APPURTENANT EASEMENTS AS SET FORTH IN EASEMENT AGREEMENT FOR ACCESS, DRAINAGE UTILITIES AND SIGNAGE RECORDED IN OFFICIAL RECORDS BOOK 3219, PAGE 535, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; and

Also Parcel 1725700020:

A portion of Government Lot 8, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

As a point of reference, commence at the Southwest corner of Tract B, BERMUDA RUN SUBDIVISION, as recorded in Map Book 19, Page 76, Public Records of St. Johns County, Florida, and the Easterly right-of-way line of A1A Beach Boulevard (formerly State Road A1A) (a 100 foot right-of-way); run thence North 89 degrees 28 minutes 30 seconds East along the South line of said BERMUDA RUN SUBDIVISION for a distance of 160.34 feet for the POINT OF BEGINNING; thence continue North 89 degrees 28 minutes 30 seconds East for a distance of 707.62 feet; thence South 00 degrees 37 minutes 34 seconds East, departing said South line for a distance of 75.73 feet; thence North 89 degrees 22 minutes 07 seconds East for a distance of 118.69 feet; thence South 00 degrees 00 minutes 03 seconds East for a distance of 351.90 feet; thence North 89 degrees 59 minutes 56 seconds East for a distance of 444.05 feet; thence South 01 degrees 11 minutes 19 seconds East for a distance of 64.63 feet; thence South 89 degrees 31 minutes 16 seconds West for a distance of 126.85 feet; thence South 02 degrees 22 minutes 05 seconds East for a distance of 15.01 feet; thence South 89 degrees 30 minutes 57 seconds West, along said North line for a distance of 637.78 feet; thence North 80 degrees 58 minutes West for a distance of 89/41 feet; thence South 89 degrees 30 minutes 59 seconds West for a distance of 97.21 feet; thence South 83 degrees 38 minutes 38 seconds West for a distance of 114.93 feet; thence South 89 degrees 30 minutes 59 seconds West for a distance of 198.25 feet; thence North 75 degrees 08 minutes 21 seconds West for a distance of 40.93 feet; thence South 88 degrees 31 minutes 41 seconds West for a distance of 75.19 feet; thence North 78 degrees 18 minutes 33 seconds West for a distance of 49.99 feet; thence North 17 degrees 24 minutes 34 seconds East for a distance of 15.60 feet; thence North 59 degrees 41 minutes 30 seconds West for a distance of 58.36 feet; thence North 51 degrees 27 minutes 00 seconds West for a distance of 57.36 feet; thence North 72 degrees 35 minutes 26 seconds West for a distance of 40.25 feet to the Easterly right-of-way of the aforesaid A1A Beach Boulevard; thence North 17 degrees 08 minutes 40 seconds East along said Easterly right-of-way for a distance of 109.96 feet; thence South 72 degrees 35 minutes 26 seconds East for a distance of 31.15 feet; thence South 17 degrees 24 minutes 34 seconds West for a distance of 7.77 feet; thence South 65 degrees 15 minutes 14 seconds East for a distance of 55.70 feet; thence South 32 degrees 52 minutes 36 seconds East for a distance of 84.19 feet; thence North 17 degrees 24 minutes 34 seconds East for a distance of 421.25 feet returning to the South line of the aforesaid BERMUDA RUN SUBDIVISION and the POINT OF BEGINNING; and

Also Parcel 1725800020:

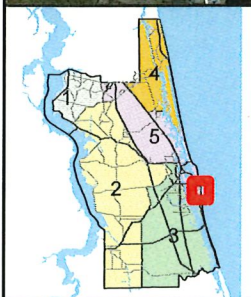
A portion of Government Lot 8, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a point of reference being the Southwest corner of Tract B, BERMUDA RUN SUBDIVISION, as recorded in Map Book 19, Page 76, Public Records of St. Johns County, Florida and the Easterly right-of-way line of A1A Beach Boulevard (formerly state Road A1A) (a 100 foot right-of-way); run thence South 17 degrees 08 minutes 40 seconds West along the easterly right-of-way line of said A1A Beach Boulevard for a distance of 413.17 feet for the POINT OF BEGINNING; thence South 72 degrees 35 minutes 26 seconds East, departing said East line for a distance of 40.25 feet; thence South 51 degrees 27 minutes 00 seconds East for a distance of 57.36 feet; thence South 59 degrees 41 minutes 30 seconds East for a distance of 58.36 feet; thence South 17 degrees 24 minutes 34 seconds West for a distance of 15.60 feet; Thence South 78 degrees 18 minutes 33 seconds East for a distance of 49.99 feet; thence North 88 degrees 31 minutes 41 seconds East for a distance of 75.19 feet; thence South 75 degrees 08 minutes 21 seconds East for a distance of 40.93 feet; thence North 89 degrees 30 minutes 59 seconds East for a distance of 198.25 feet; thence North 83 degrees 38 minutes 38 seconds East for a distance of 114.94 feet; Then North 89 degrees 30 minutes East for a distance of 97.21 feet; thence South 89 degrees 58 minutes 56 seconds East for a distance of 89.41 feet; thence North 89 degrees 30 minutes 57 seconds East for a distance of 637.78 feet; thence North 02 degrees 22 minutes 05 seconds West for a distance of 15.01 feet; thence North 89 degrees 31 minutes 16 seconds East for a distance of 126.85 feet; thence South 00 degrees 11 minutes 19 seconds East for a distance of 30.03 feet to a join on the Easterly extension of the North line of SEA COLONY, UNIT 1 OF THE BEACH CLUB AT ANASTASIA RESIDENTIAL CLUSTER DEVELOPMENT, as recorded in Map Book 36, Pages 1 through 11, of the Public Records of St. Johns County, Florida; thence South 89 degrees 31 minutes 03 seconds West along said North line for a distance of 1595.91 feet to a point on the aforesaid Easterly right-of-way line of A1A Beach Boulevard; thence North 17 degrees 08 minutes 40 seconds East, along said right-of-way line for distance of 137.75 feet to the POINT OF BEGINNING.



Atlantic Ocean

Easement Area



Imagery Date: 12/2024

Date: 8/8/2025

**St. Johns County
Shore Protection Project**

**Perpetual Beach Storm
Damage Reduction
Easement Area**



Land Management
Systems

Real Estate Division

(904) 209-0790

Disclaimer:
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