RESOLUTION NO. 2025- 31

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT FOR UTILITIES, A TEMPORARY ACCESS AND CONSTRUCTION EASEMENT, AND Α MEMORANDUM OF UNDERSTANDING FOR UTILITY TRANSMISSION COMMITMENTS FROM HERITAGE DEVELOPMENT COMPANY OF NE FLORIDA LLC FOR A RECLAIMED WATER TRANSMISSION MAIN TO BE LOCATED ALONG LE PARRISH ROAD AND ALONG THE WEST AND EAST SIDE OF I-95, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THESE DOCUMENTS ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Senate Bill 64 was enacted by the Florida Legislature in 2021, requiring domestic wastewater utilities to reduce or eliminate non-beneficial surface water discharge by January 1, 2032; and

WHEREAS, St. Johns County recently acquired a parcel located off State Road 207, west of I-95, to construct a new Water Reclamation Facility to accept flows from the State Road 207 and Anastasia Island wastewater service areas to reduce the surface water discharge from the Anastasia Island Water Reclamation Facility to meet the goals of Senate Bill 64; and

WHEREAS, the new Water Reclamation Facility will expand the wastewater treatment and water reclamation capacity for the State Road 207 and Anastasia Island wastewater service areas which has recently seen rapid growth; and

WHEREAS, Heritage Development Company of NE Florida LLC has executed and presented to St. Johns County an Easement Agreement for Utilities, a Temporary Access and Construction Easement, and a Memorandum of Understanding for Utility Transmission Commitments, attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C", incorporated by reference and made a part hereof, for a reclaimed water transmission main to be located near LE Parrish Road and along the west and east side of I-95; and

WHEREAS, the Easement Agreement for Utilities, Temporary Access and Construction Easement, and a Memorandum of Understanding for Utility Transmission Commitments also provides St. Johns County the ability to install, construct, operate, maintain, repair, replace and/or remove pipes and mains constituting an underground water distribution system, gravity sewer collection system or sewer force main at this location if needed in the future; and

WHEREAS, it is in the best interest of the public to accept the Easement Agreement for Utilities, Temporary Access and Construction Easement, and Memorandum of Understanding for Utility Transmission Commitments for the health, safety and welfare of the citizens of St. Johns County.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

2. The above-described Easement Agreement for Utilities, Temporary Access and Construction Easement, and Memorandum of Understanding for Utility Transmission Commitments, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners. The County Administrator or designee is hereby authorized to execute the documents on behalf of the County.

3. To the extent that there are typographical, scriveners or administrative errors that <u>do</u> <u>not</u> change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

PASSED AND ADOPTED this 4th day of February, 2025.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date FEB 5 2025

Krista Joseph, Chair

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

L. Platt per Juty Clerk

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

EASEMENT AGREEMENT FOR UTILITIES

THIS EASEMENT AGREEMENT executed and given this ______day of ______, 2025 by HERITAGE DEVELOPMENT COMPANY OF NE FLORIDA LLC, a Florida limited liability company, with an address of 200 Business Park Circle, Suite 105, St. Augustine, FL 32095, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground, water distribution system, gravity sewer collection system, sewer force mains, reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, sewer and/or utility lines (hereinafter referred to as "Utility Lines and Associated Equipment") under, over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress over an area as may be agreed upon (the "Ingress/Egress Area") to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This Easement Agreement is for water, sewer and/or reuse utility services only and does not convey to Grantee any right to install other utilities or services such as cable television service lines.

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

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose that does not unreasonably interfere with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utilities, services or other purposes which do not unreasonably interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications,

telephone, telegraph, electric, gas and drainage facilities. Specifically, Grantor retains the right to pave the Easement Area and the Ingress/Egress Area and to install roadways, bike paths, sidewalks and drainage facilities over the Easement Area and Ingress/Egress Area, and Grantee shall install its Utility Lines and Associated Equipment in a reasonable manner that will not be adversely impacted or affected by such improvements.

All Utility Lines and Associated Equipment will be installed, operated and (b) maintained at all times beneath the surface of the Easement Area and, except in environmentally sensitive areas provided that same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Associated Equipment that is customarily installed above ground, such as air release valves constructed to St. Johns County Utility Department standards, may be installed above ground within the Easement Area subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion, which such approval shall not be unreasonably withheld. The underground Utility Lines and Associated Equipment will be installed at a depth and in such a manner that permits heavy trucks, including logging trucks, and bulldozers to cross the easement without damage to the underground utilities regardless of whether the Easement Area is paved or unpaved. Grantee expressly exculpates Grantor from any liability for damage caused by surface vehicles and equipment or by Grantor's paving. Grantee shall be responsible for (i) the initial clearing of the Easement Area, (ii) the initial removing all roots and debris from the Easement Area, and (iii) periodic mowing of the Easement Area. Without the written consent of the other, neither Grantor nor Grantee shall plant anything (other than grasses, hay, wildflowers or similar ground covers) in the Easement Area.

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

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

Grantee's sole cost and expense. Upon relocation of the Utility Lines and Associated Equipment pursuant to this paragraph or re-location of the Ingress/Egress Area, Grantee and Grantor shall execute an instrument in recordable form relocating the Easement Area and any related Ingress/Egress Area to the new areas designated by and in the title of the Grantor.

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

2. (a) WATER SYSTEM - The Grantee shall maintain in good and working order all water mains and other elements of the water transmission and distribution system up to and including the water meter or meters. Grantee shall provide Grantor the ability to connect to and utilize the water lines as long as there is available capacity. Notwithstanding the previous sentence, County will reserve adequate water capacity for the projects known as "The Quadrant" (Ordinance Number 2022-63) and "Moose Tracks" (Ordinance Number 2022-34) as submitted.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain in good and working order the sewer force mains located within the Easement Area. Grantee shall provide Grantor the ability to connect to and utilize the sewer force mains as long as there is available capacity. Notwithstanding the previous sentence, County will reserve adequate sewer capacity for the projects known as "The Quadrant" (Ordinance Number 2022-63) and "Moose Tracks" (Ordinance Number 2022-34) as submitted.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. Grantee hereby preserves all rights, privileges and immunities of the Grantee as set forth in 768.28, Florida Statutes

(d) REUSE SYSTEM - Grantee shall maintain in good and working order all reuse mains and other elements of the reuse transmission and distribution system up to and including the reuse meter or meters. Grantee shall provide Grantor the ability to connect to and utilize the water re-use lines as long as there is available capacity. Notwithstanding the previous sentence, County will reserve adequate reuse capacity for the projects known as "The Quadrant" (Ordinance Number 2022-63) and "Moose Tracks" (Ordinance Number 2022-34) as submitted.

3. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner and shall restore the Easement Area and the Ingress/Egress Area to the condition existing prior to such installation, construction, repair, replacement or removal, including grassing of the disturbed areas and restoring any paved areas or drainage facilities. To the maximum extent permitted by law Grantee shall be responsible for damage to lands or improvements that are caused by the negligence of Grantee, its employees, agents or contractors; provided, however, that nothing herein shall be construed as a waiver of the County's sovereign immunity nor as its consent to be sued by third parties. As to any damage caused by negligence of any employee of the County, its agents or contractors, the provisions of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, may be applicable and shall be deemed to apply to this contractual agreement to indemnify for negligence.

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

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

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

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

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

Signed, sealed and delivered HERITAGE DEVELOPMENT **COMPANY OF NE FLORIDA LLC** In the presence of. By: Witness Signature Print Name: ETHNER Print Name Title: 200 BUSINESS PARIC CLE Date: ST. AUGUSTINE FL 32095 Witness Address REQUIRED BUSINESS OR PERSONAL Witness Signature Irudie R. Baermgardn Print Name 200 Business Park Cir, StelDS St. Augustine FL 32095 Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF <u>FLorida</u> COUNTY OF <u>St. Johns</u>

The foregoing instrument was acknowledged before me before me by means of Physical presence or an online notarization, this 23 day of December , 2024, by Chris Shee , who is Manager of Heritage Development Company of NE Florida LLC, on behalf of said company. Such person is personally known to me or has produced as identification.



Notary Public

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

Signed, sealed and delivered In the presence of:

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

By:

Witness Signature

Joy Andrews, County Administrator

Print Name

Witness Address: St. Johns County, Florida 4010 Lewis Speedway St. Augustine FL 32084

Witness Signature

Print Name

Witness Address: St. Johns County, Florida 4010 Lewis Speedway St. Augustine FL 32084

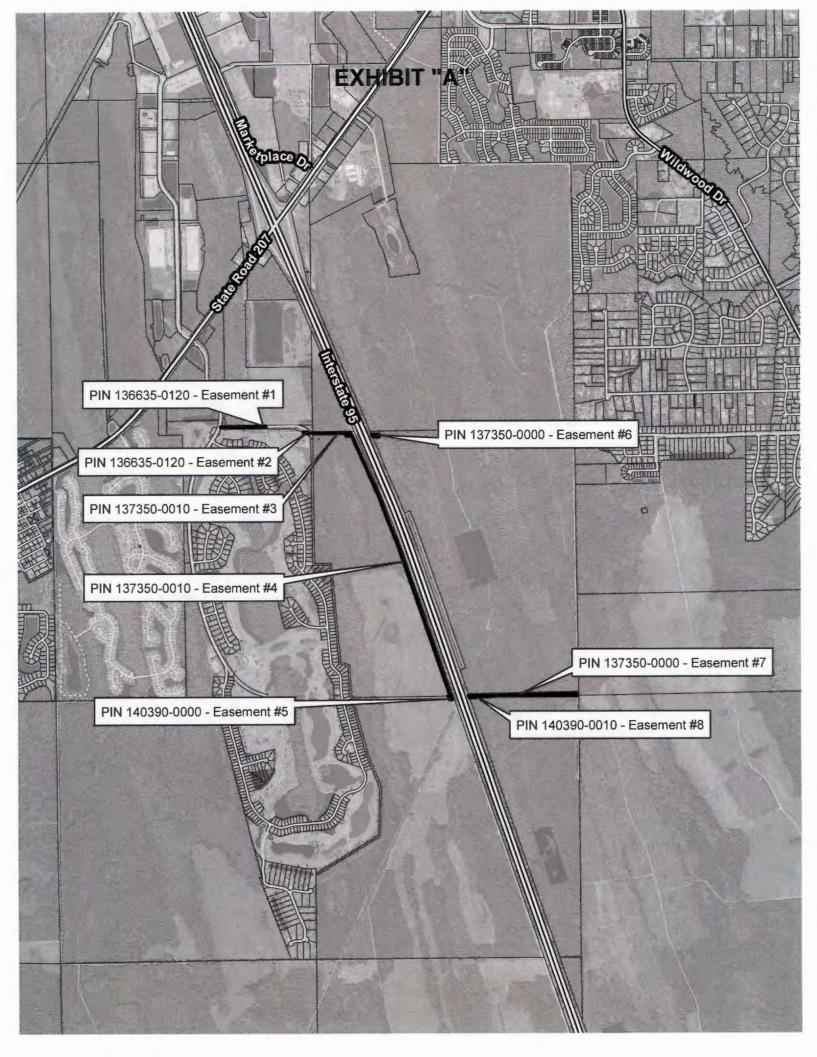
STATE OF FLORIDA COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization, this _____ day of _____, 20____ by Joy Andrews as County Administrator for St. Johns County who is personally known to me.

Notary Public

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

Deputy Clerk



A PART OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 88 DEGREES 54 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 9, 107.63' TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 546 (PARCEL 2) OF THE PUBLIC RECORDS OF SAID COUNTY AND A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE BEING CONCAVE SOUTHWESTERLY AND ALONG SAID SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 546 (PARCEL 2). SAID CURVE HAVING A RADIUS OF 420.00 FEET AND AN ARC LENGTH OF 318.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69 DEGREES 21 MINUTES 57 SECONDS WEST, 310.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88 DEGREES 55 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 546 (PARCEL 2), 516.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 55 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 546 (PARCEL 2), 931.32 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF CYPRESS LINKS BOULEVARD (AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE: THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE BEING CONCAVE WESTERLY AND ALONG SAID WESTERLY RIGHT OF WAY LINE, SAID CURVE HAVING A RADIUS OF 777.81 FEET AND AN ARC LENGTH OF 31.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17 DEGREES 08 MINUTES 24 SECONDS EAST, 31.58 FEET; THENCE 88 DEGREES 55 MINUTES 00 SECONDS EAST, 921.44 FEET; THENCE SOUTH 01 DEGREES 05 MINUTES 00 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING.



NOTES:

I) THIS IS A MAP ONLY AND DOES NOT PURPORT TO REPRESENT A BOUNDARY SURVEY. 2) THE LEGAL DESCRIPTION WAS PREPARED BY THIS OFFICE. 3) BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 9. WHICH IS S 88° 54' 46" W. 4) O.R. - OFFICIAL RECORDS BOOK



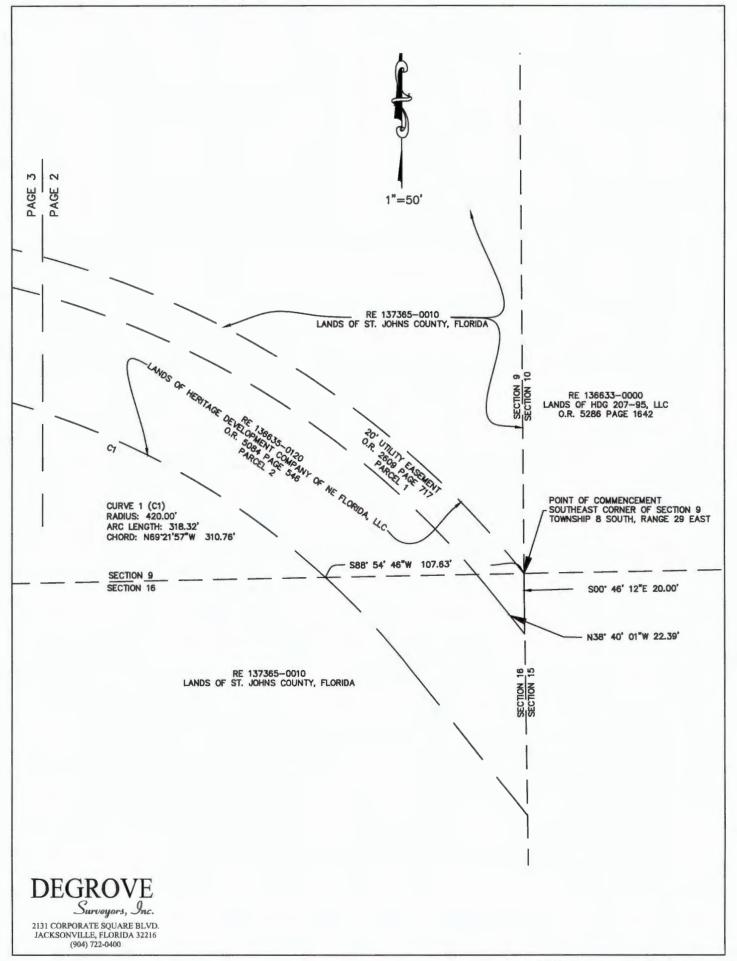
Gordon R. Niles

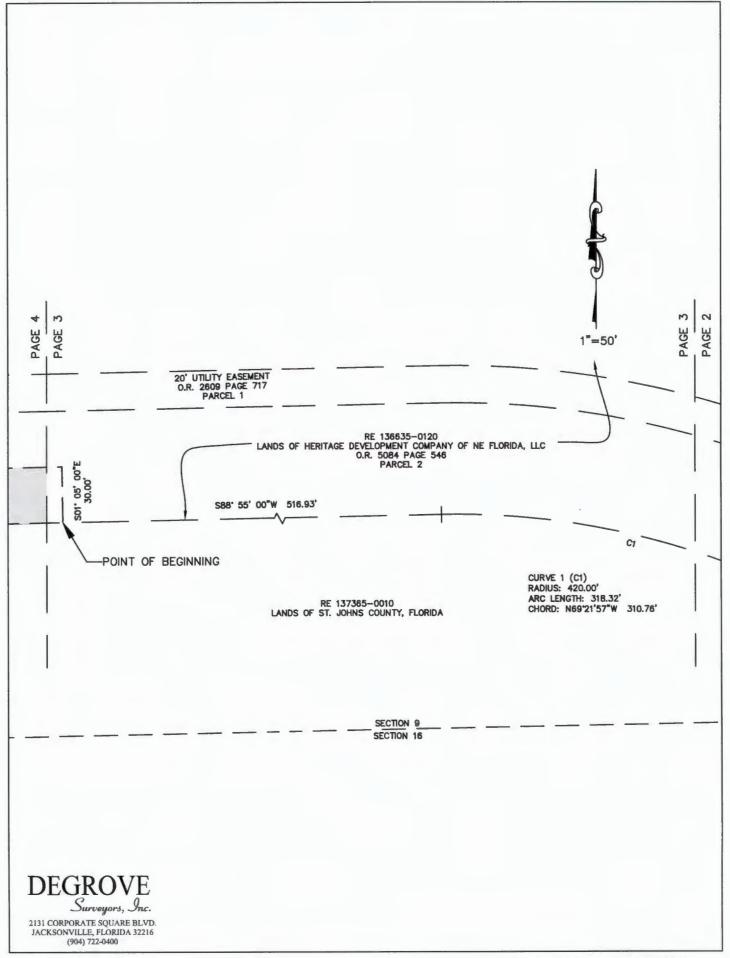
Surveyors, Inc. 2131 CORPORATE SQUARE BLVD. JACKSONVILLE, FLORIDA 32216 (904) 722-0400

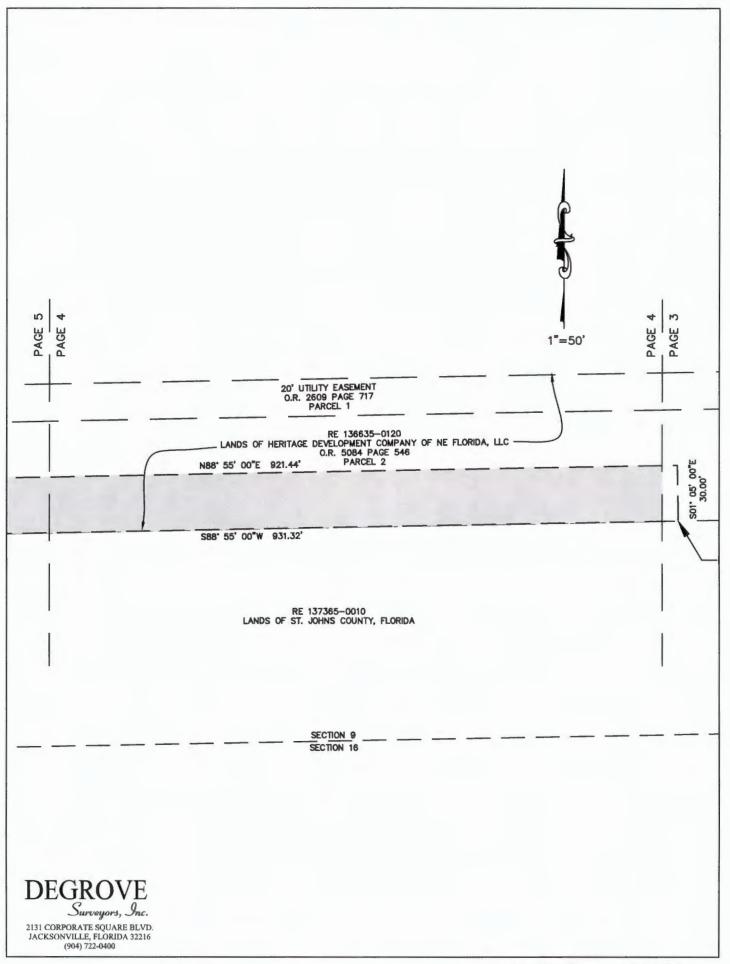
DEGROVE

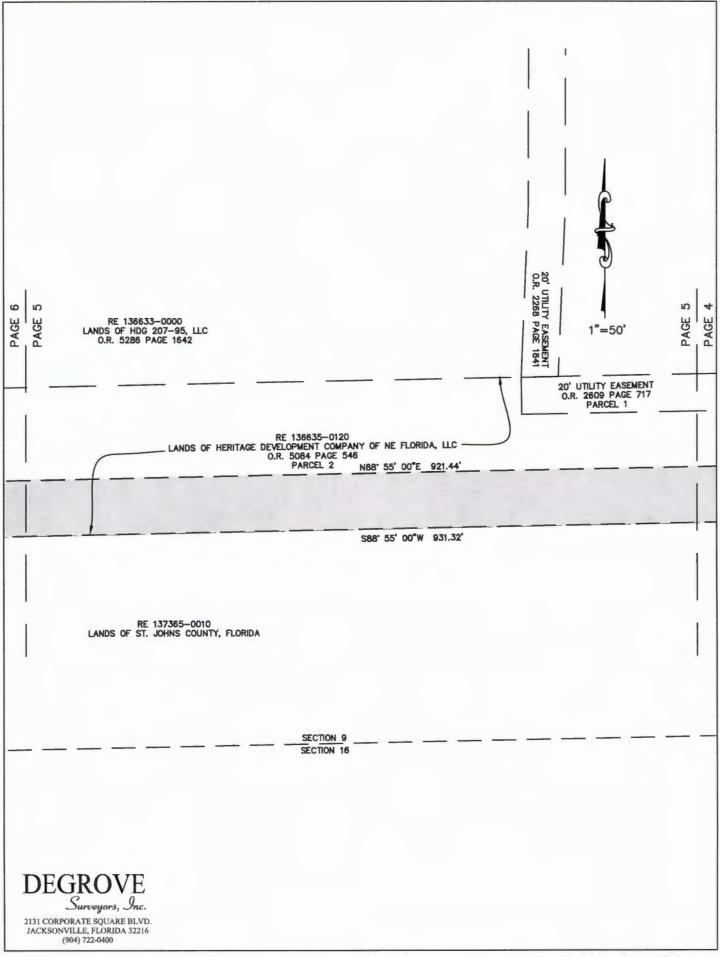
DIK. 2024-02-13 13:52-05:00 SIGNED GORDON R. NILES FLORIDA SURVEYOR AND MAPPER. REGISTRATION # 4112; L.B. # 4603 DATE: 02/09/2024 SCALE 1" = 50

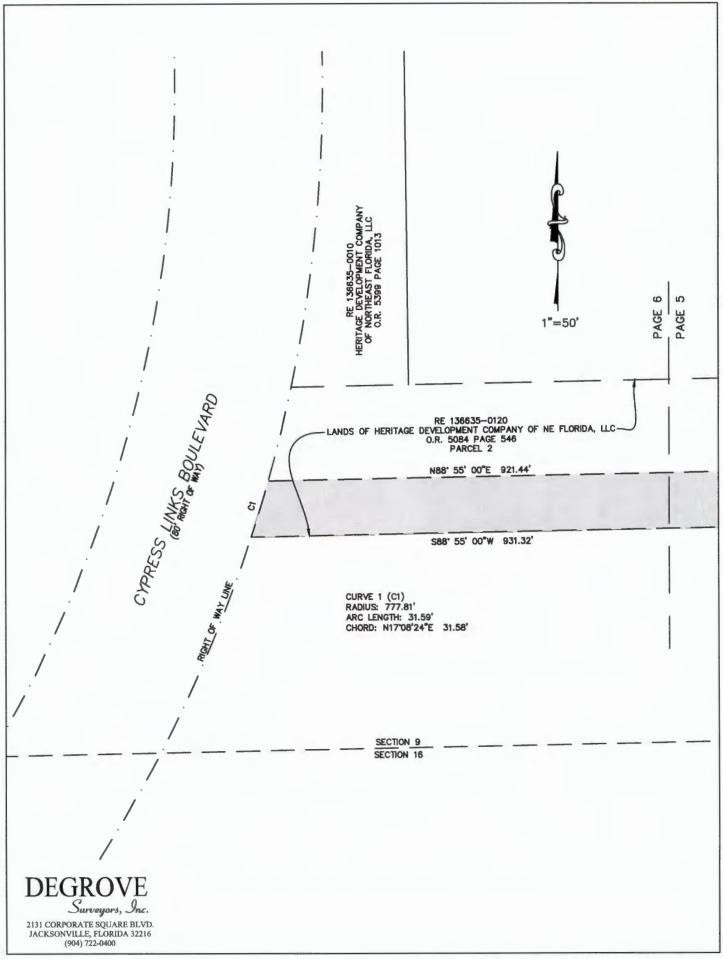
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER JOB #2022203











A PART OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTH 88 DEGREES 54 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 16, 25.74 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A 20-FOOT UTILITY EASEMENT DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2609, PAGE 717 (PARCEL 1) OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE THENCE SOUTH 88 DEGREES 54 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 16, 81,89 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 546 (PARCEL 2) OF SAID PUBLIC RECORDS AND A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE BEING CONCAVE SOUTHWESTERLY AND ALONG SAID SOUTHWESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 546 (PARCEL 2), SAID CURVE HAVING A RADIUS OF 420.00 FEET AND AN ARC LENGTH OF 41.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44 DEGREES 49 MINUTES 13 SECONDS EAST, 41.52 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 46 SECONDS EAST, PARALLEL WITH SAID NORTH LINE OF SECTION 16, 76.60 FEET TO AN INTERSECTION WITH SAID SOUTHWESTERLY LINE OF A 20-FOOT UTILITY EASEMENT DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2609, PAGE 717 (PARCEL 1); THENCE NORTH 38 DEGREES 40 MINUTES 01 SECONDS WEST ALONG LAST SAID LINE, 22.39 FEET TO THE POINT OF CURVATURE OF A CURVE; BEING CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE AND ALONG SAID SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2609, PAGE 717 (PARCEL 1), SAID CURVE HAVING A RADIUS OF 480.00 FEET AND AN ARC LENGTH OF 15.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 39 DEGREES 36 MINUTES 07 SECONDS WEST, 15.67 FEET TO THE POINT OF BEGINNING.





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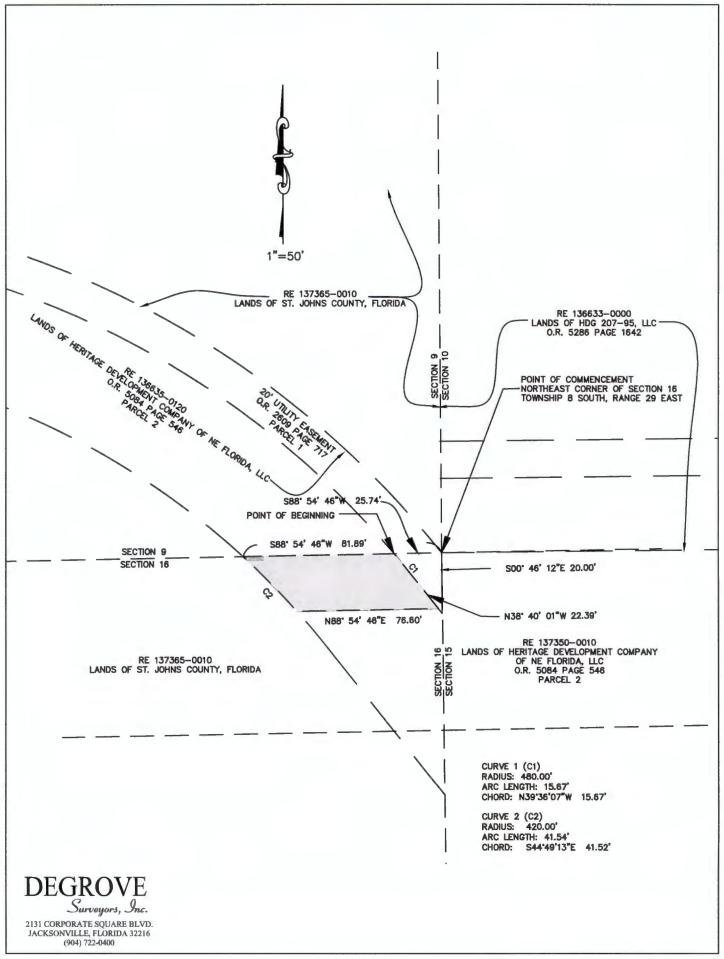
 THIS IS A MAP ONLY AND DOES NOT PURPORT TO REPRESENT A BOUNDARY SURVEY.
THE LEGAL DESCRIPTION WAS PREPARED BY THIS OFFICE.
BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 16, WHICH IS \$ 88° 54' 46" W.
O.R. - OFFICIAL RECORDS BOOK



SIGNED GORDON R. NILES FLORIDA SURVEYOR AND MAPPER REGISTRATION # 4112; L.B. # 4603 DATE: 02/09/2024 SCALE 1° = 50'

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB #2022203



A PART OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 15, 821.69 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9 - FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78080-2443); THENCE SOUTH 23 DEGREES 07 MINUTES 52 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 97.39 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 00 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, 132.51 FEET; THENCE NORTH 01 DEGREES 09 MINUTES 16 SECONDS WEST, 60.00 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 00 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, 739.24 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SECTION 15; THENCE NORTH 00 DEGREES 46 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 15, 30.00 FEET TO THE POINT OF BEGINNING.



DEGROVE Surveyors, Inc. 2131 CORPORATE SOUARE BLVD.

JACKSONVILLE, FLORIDA 32216

(904) 722-0400

NOTES:

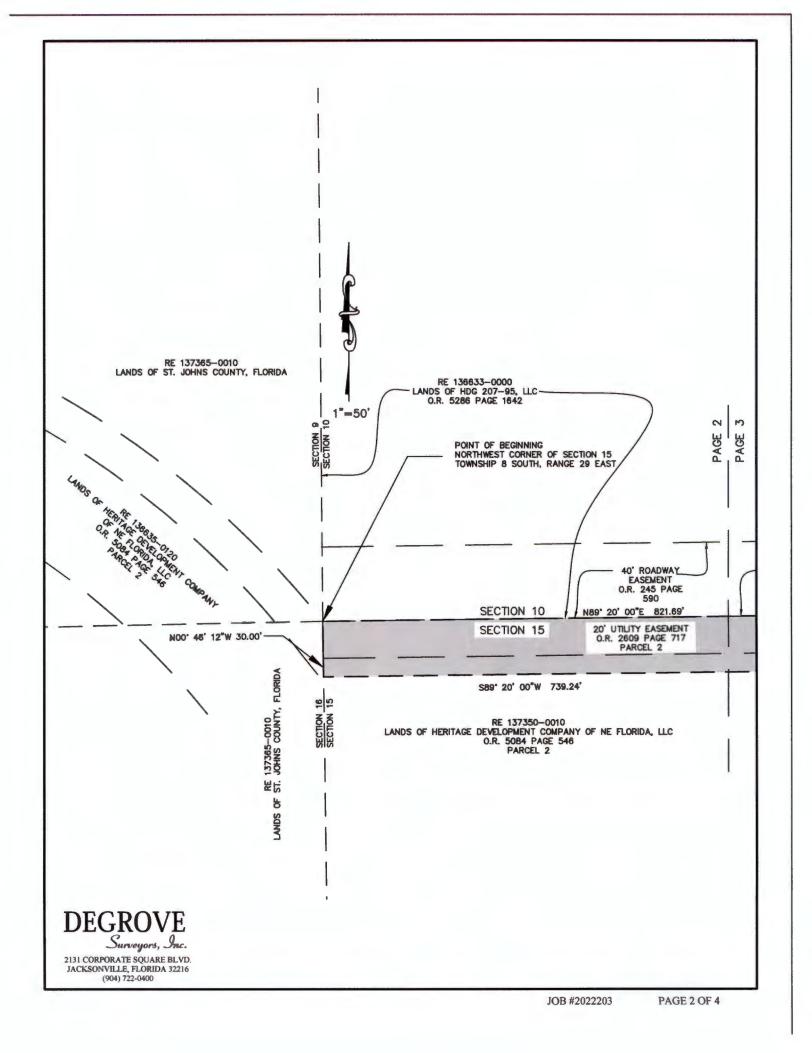
 THIS IS A MAP ONLY AND DOES NOT PURPORT TO REPRESENT A BOUNDARY SURVEY.
THE LEGAL DESCRIPTION WAS PREPARED BY THIS OFFICE.
BEARINGS ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, WHICH IS \$ 23° 07 52" E.
O.R. OFFICIAL RECORDS BOOK I CERTIFY TO: ST. JOHNS COUNTY

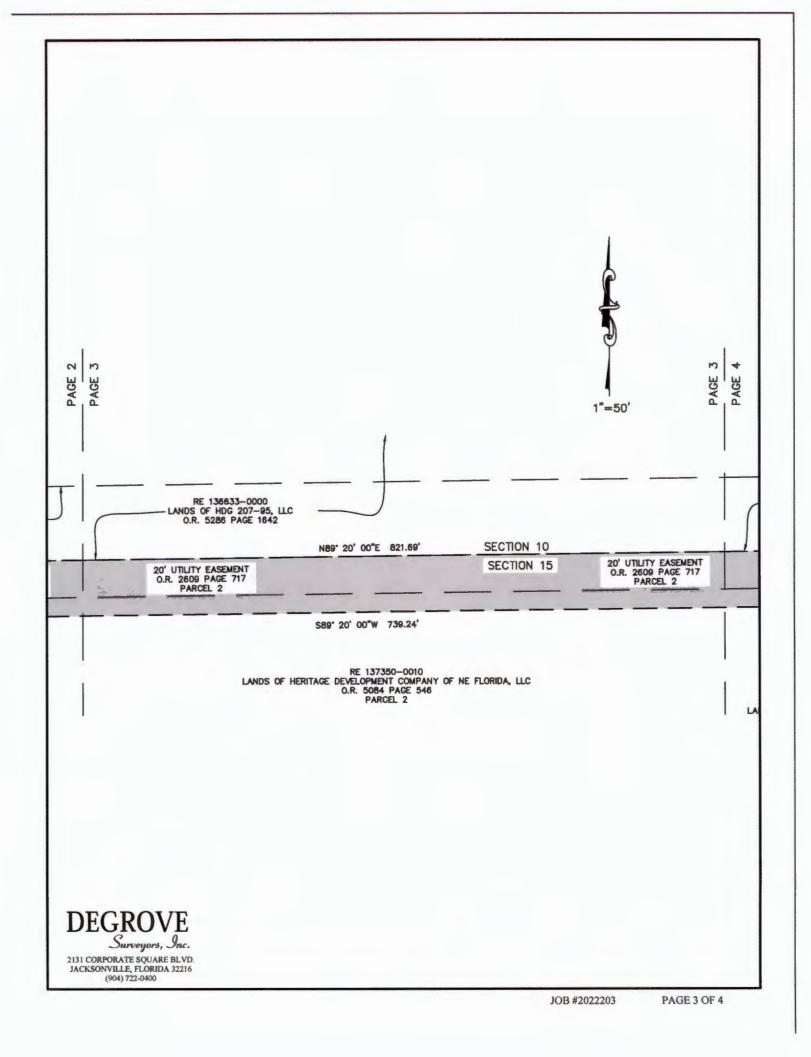


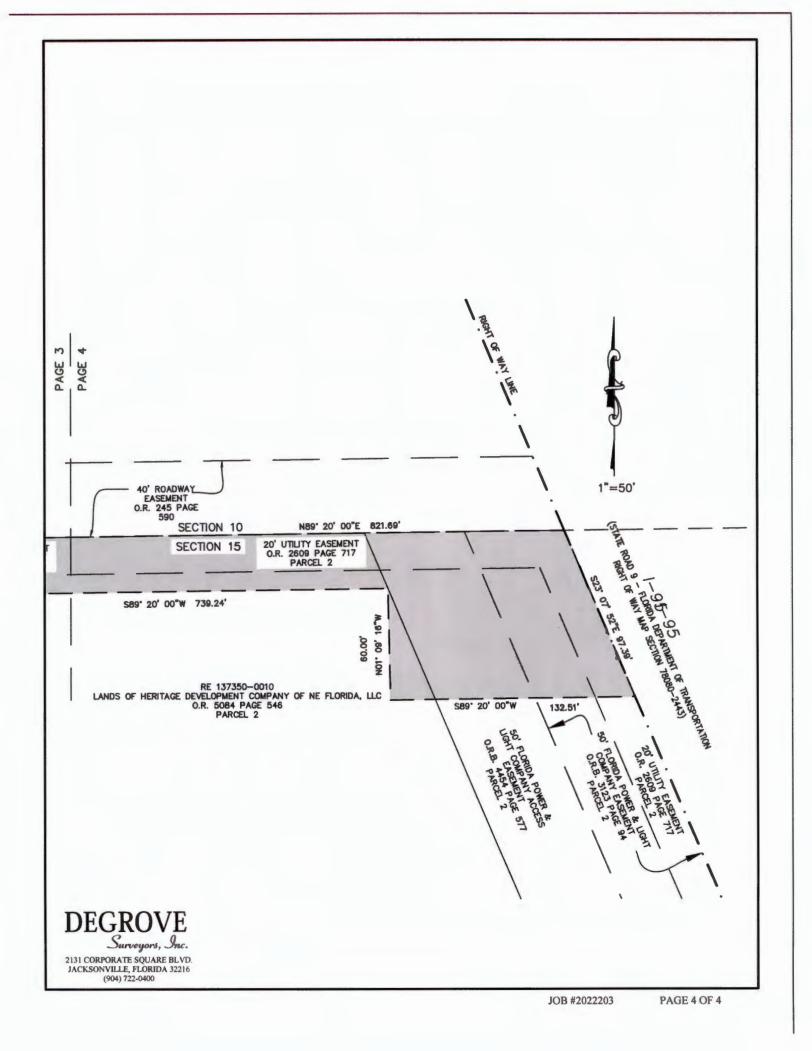
Gordon R. Niles

SIGNED GORDON R. NILES FLORIDA SURVEYOR AND MAPPER REGISTRATION # 4112; L.B. # 4603 DATE: 12/31/2024 SCALE 1" = 50'

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER JOB #2022203







A PART OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST, JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 15, 781,13 FEET TO A POINT ON THE EASTERLY LINE OF A 50' FLORIDA POWER & LIGHT COMPANY ACCESS EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4454, PAGE 577 (PARCEL 2) OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 23 DEGREES 07 MINUTES 52 SECONDS EAST ALONG LAST SAID LINE, 97.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23 DEGREES 07 MINUTES 52 SECONDS EAST ALONG LAST SAID LINE, 1328.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 16988.72 FEET; THENCE SOUTHERLY ALONG AND AROUND THE ARC OF SAID CURVE AND LAST SAID LINE, AN ARC LENGTH OF 1191.14 FEET: SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21 DEGREES 07 MINUTES 12 SECONDS EAST, 1190.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19 DEGREES 06 MINUTES 41 SECONDS EAST ALONG LAST SAID LINE, 3046.26 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTH LINE OF SECTION 15, 21.04 FEET TO A POINT LYING 70.00 FEET WESTERLY AS MEASURED AT RIGHT ANGLES FROM SAID WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE NORTH 19 DEGREES 06 MINUTES 41 SECONDS WEST ALONG LAST SAID LINE, 3036.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 16968.72 FEET; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE AND LAST SAID LINE, AN ARC LENGTH OF 1189.74 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21 DEGREES 07 MINUTES 12 SECONDS WEST, 1189.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 23 DEGREES 07 MINUTES 52 SECONDS WEST ALONG LAST SAID LINE. 1336.27 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 00 SECONDS EAST PARALLEL WITH SAID NORTH LINE OF SECTION 15, 21.64 FEET TO THE POINT OF BEGINNING.





Gordon R. Niles

GORDON R. NILES FLORIDA SURVEYOR AND MAPPER

SCALE 1" = 50"

2024-02-14 06:49-05:00

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

NOTES:

 THIS IS A MAP ONLY AND DOES NOT PURPORT TO REPRESENT A BOUNDARY SURVEY.
THE LEGAL DESCRIPTION WAS PREPARED BY THIS OFFICE.
BEARINGS ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, WHICH IS S 19° 06' 50' E.
O.R.B. OFFICIAL RECORDS BOOK

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

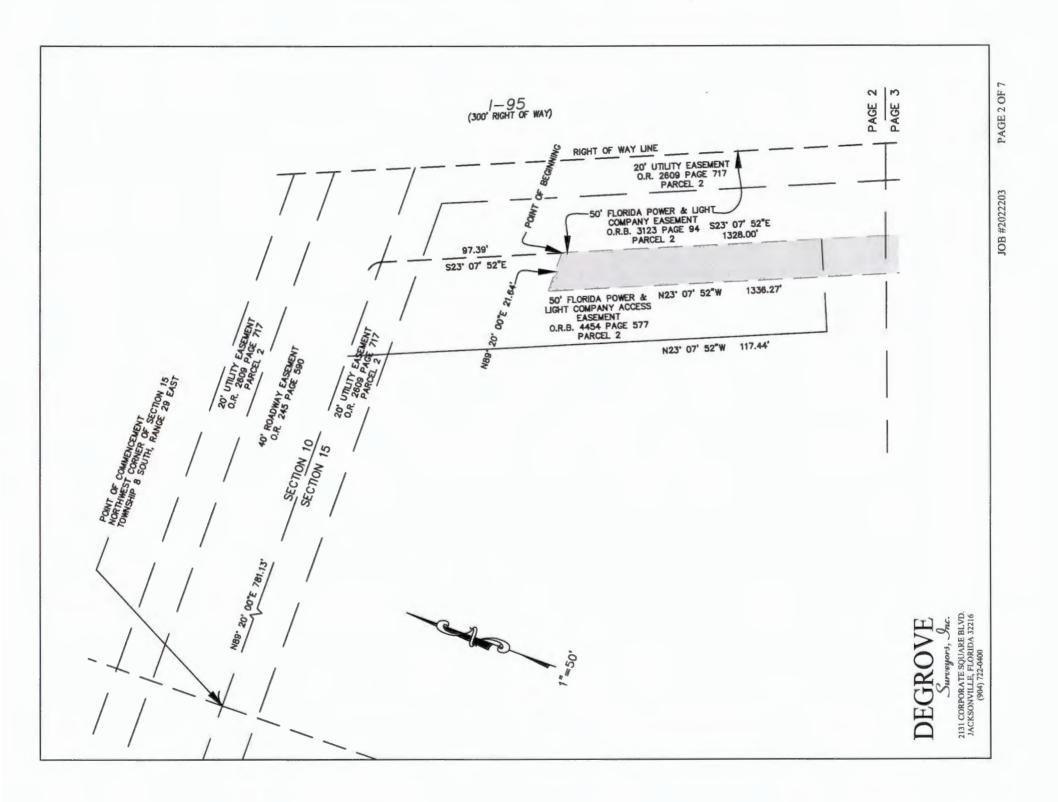
JOB #2022203

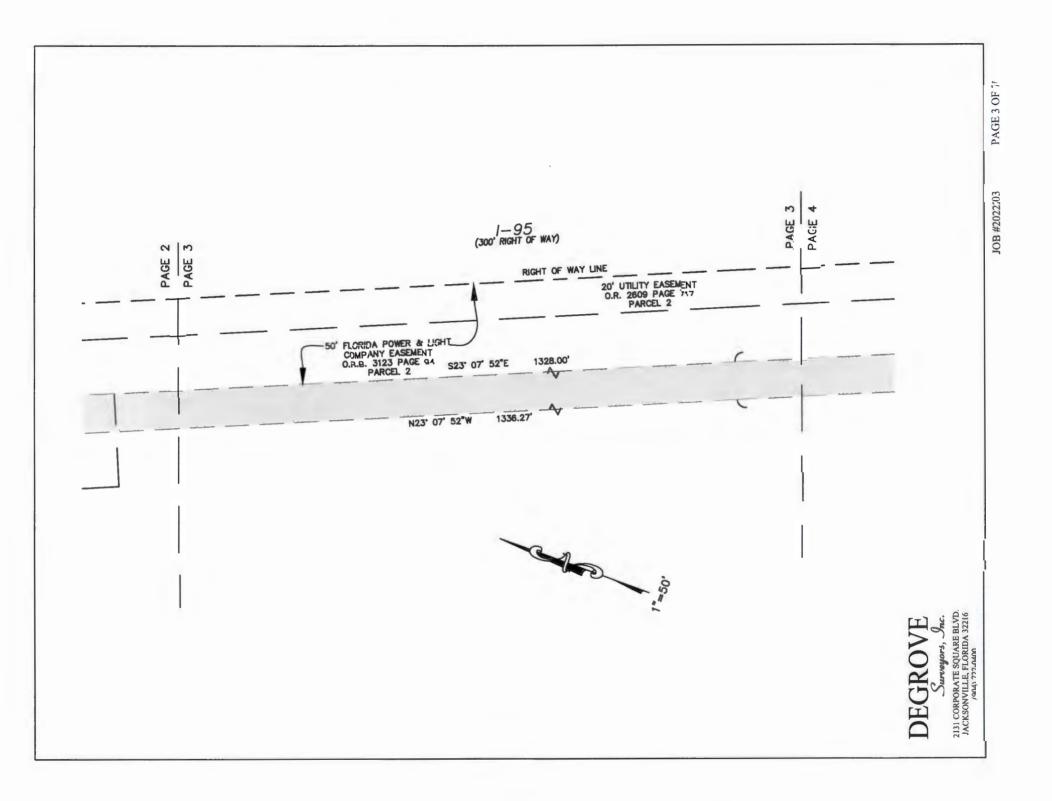
REGISTRATION # 4112; L.B. # 4603

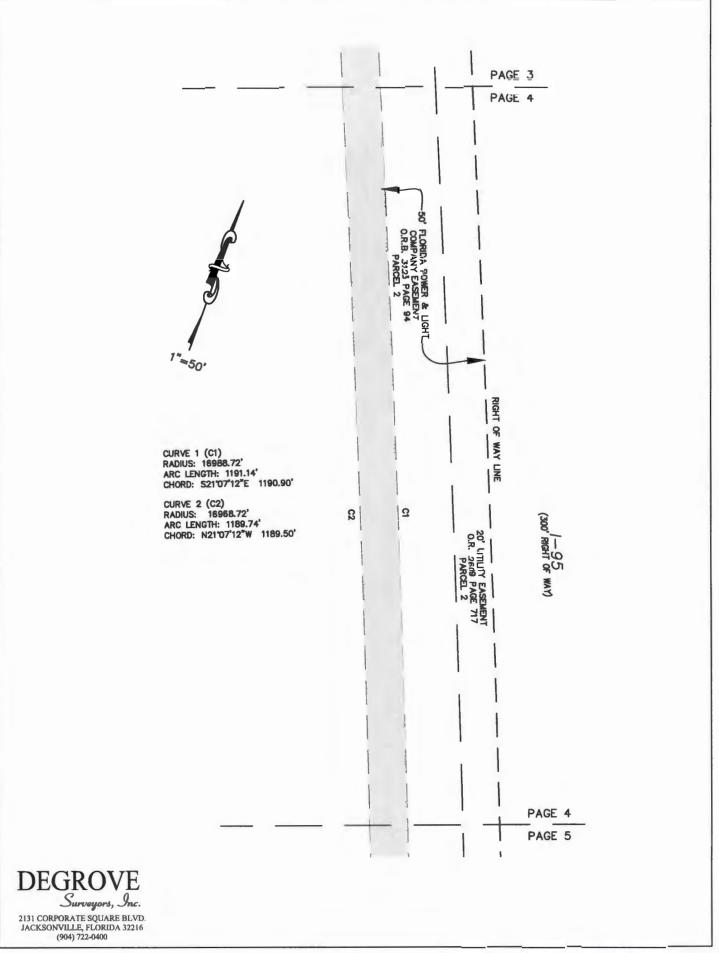
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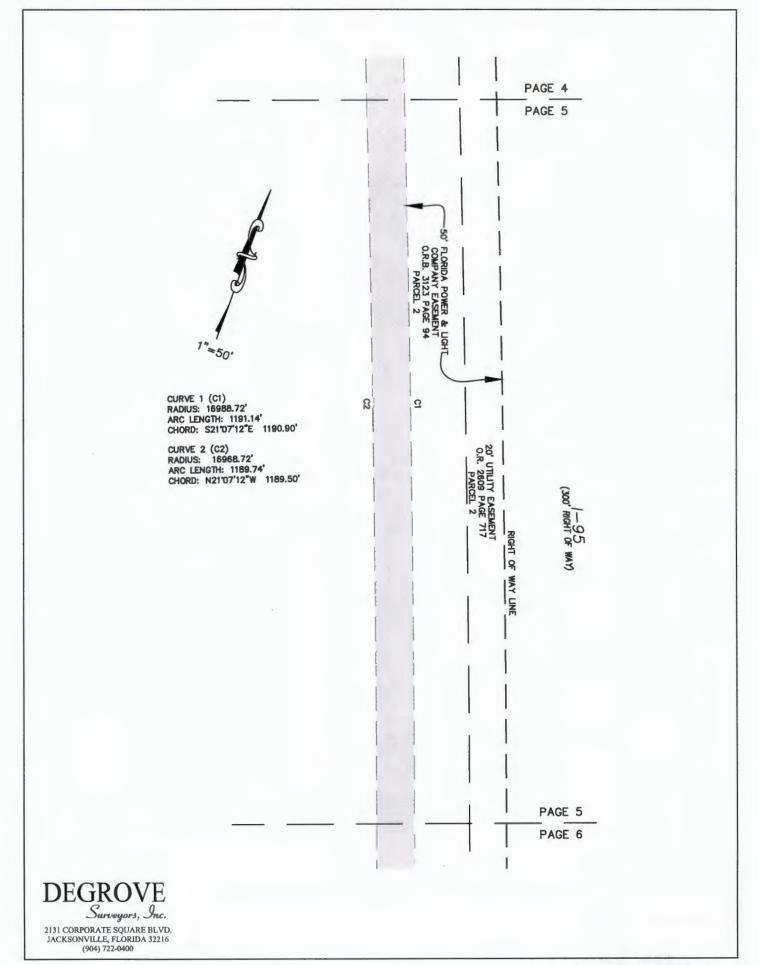
DATE: 02/09/2024

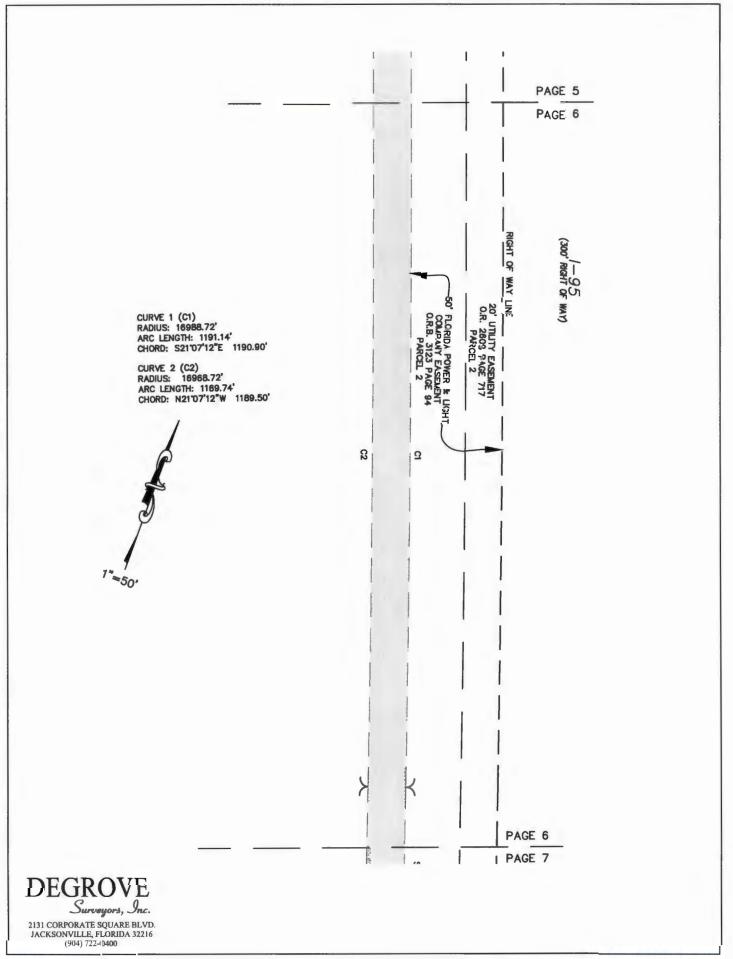
SIGNED



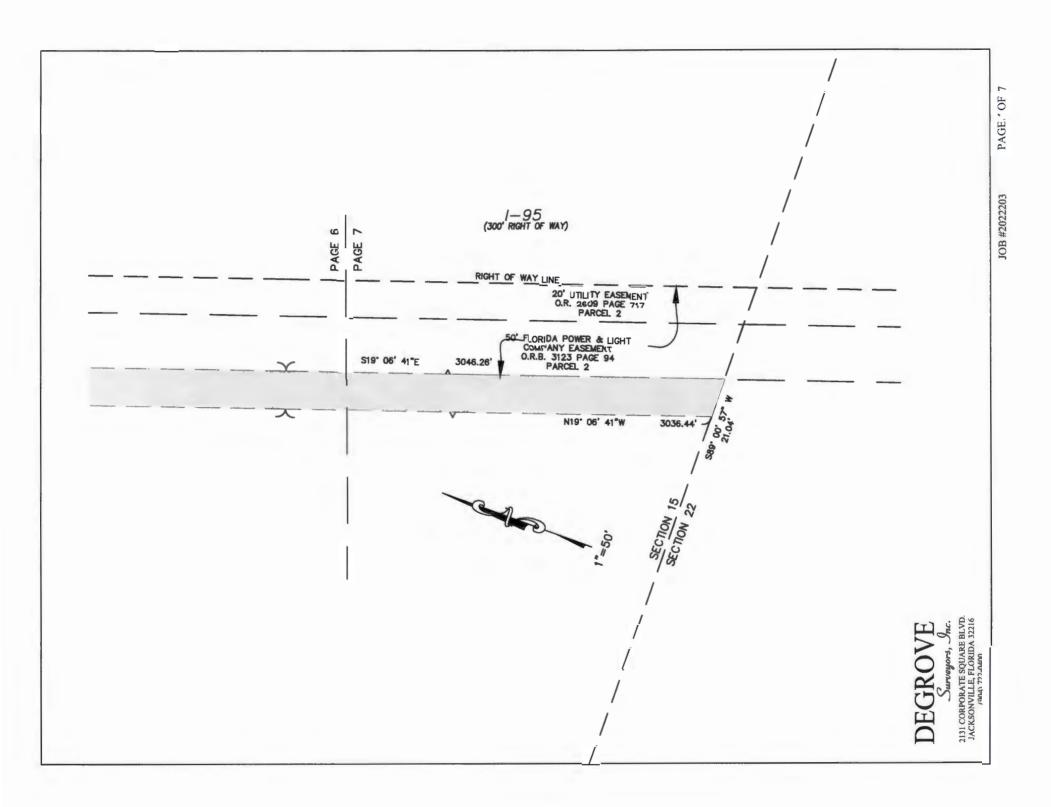








PAGE 6 OF 7



A PART OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 22, WITH THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9 - FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78080-2443); THENCE SOUTH 19 DEGREES 06 MINUTES 50 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 63.13 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 57 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF SECTION 22, 84.23 FEET; THENCE NORTH 19 DEGREES 06 MINUTES 50 SECONDS WEST, 63.13 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF SECTION 22; NORTH 89 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID NORTH LINE OF SECTION 22, 84.23 FEET TO THE POINT OF BEGINNING.



DEGROVE Surveyors, Inc. 2131 CORPORATE SQUARE BLVD.

JACKSONVILLE, FLORIDA 32216

(904) 722-0400

NOTES

1) THIS IS A MAP ONLY AND DOES NOT PURPORT TO REPRESENT A BOUNDARY SURVEY. 2) THE LEGAL DESCRIPTION WAS PREPARED BY THIS OFFICE. 3) BEARINGS ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, WHICH IS S 19° 06' 50" E. 4) O.R.B - OFFICIAL RECORDS BOOK. I CERTIFY TO: ST. JOHNS COUNTY

DATE: 12/31/2024

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SIGNED

2024-12-31 13:51-05:00

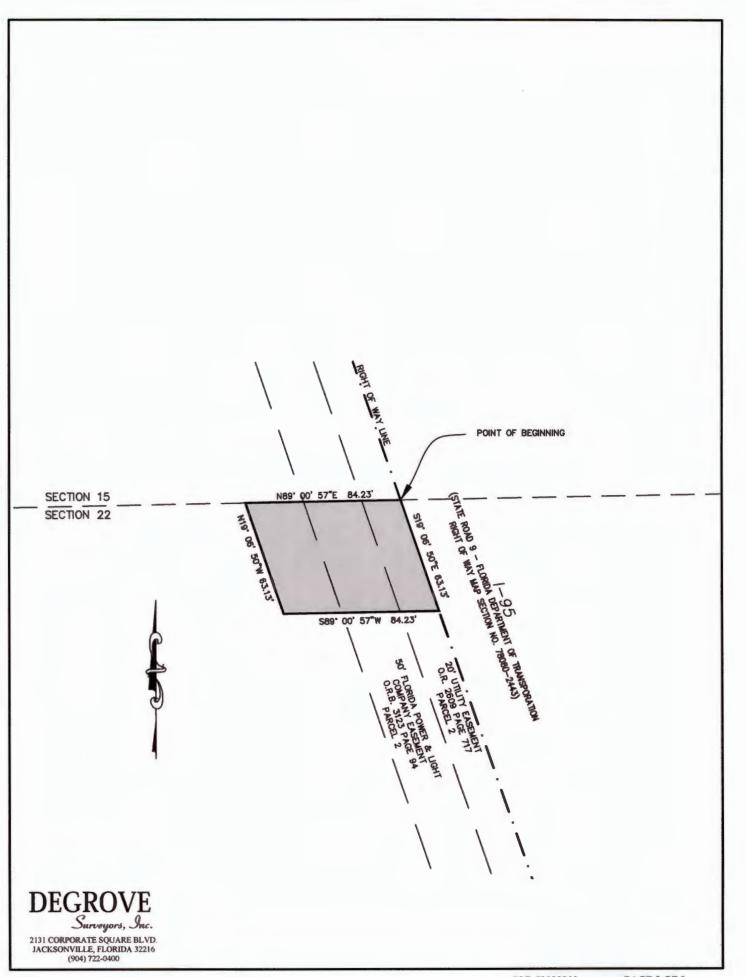
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB #2022203

REGISTRATION # 4112; L.B. # 4603

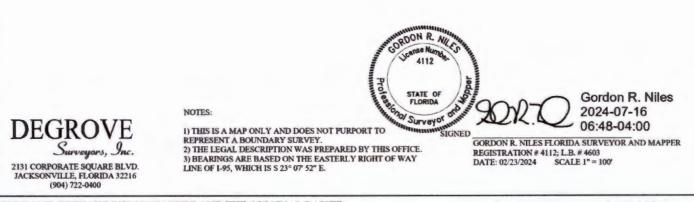
GORDON R. NILES FLORIDA SURVEYOR AND MAPPER

SCALE 1" = 50'



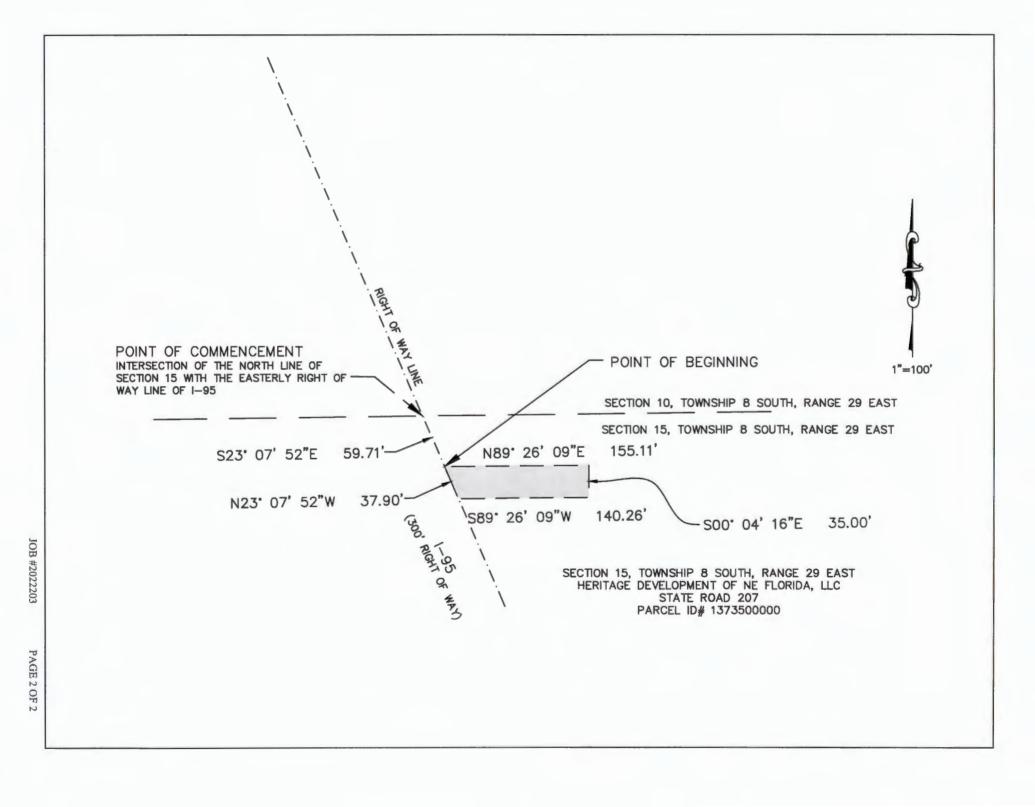
A PART OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 15, WITH THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT OF WAY); THENCE SOUTH 23 DEGREES 07 MINUTES 52 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 59.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 26 MINUTES 09 SECONDS EAST, DEPARTING FROM SAID EASTERLY RIGHT OF WAY LINE, 155.11 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 16 SECONDS EAST, 35.00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 09 SECONDS WEST, 140.26 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 23 DEGREES 07 MINUTES 52 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 23 DEGREES 07 MINUTES 52 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 23 DEGREES 07 MINUTES 52 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 37.90 FEET TO THE POINT OF BEGINNING.



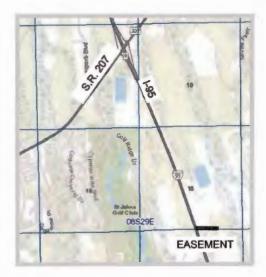


NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB #2022203



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DEGROVE Surveyors, Smc. 2131 CORPORATE SQUARE BLVD. JACKSONVILLE, FLORIDA 32216 (901) 722-0400 NOTES:

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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB #2022203

JCON R. M

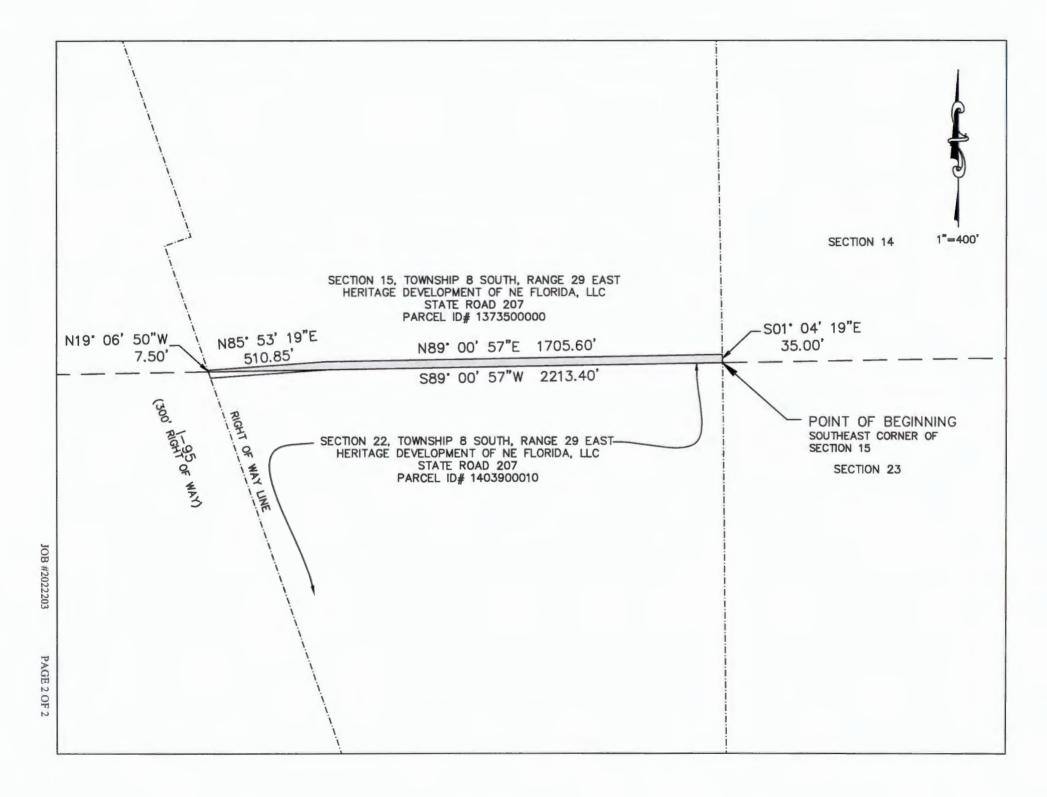
STATE OF

o/ Surveyor

PAGE 1 OF 2

Gordon R. Niles

2024-07-18



A PART OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 00 MINUTES 57 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 22, 1704.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 00 MINUTES 57 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 22, 508.71 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT OF WAY); THENCE SOUTH 19 DEGREES 06 MINUTES 50 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 28.73 FEET; THENCE NORTH 85 DEGREES 53 MINUTES 19 SECONDS EAST, DEPARTING FROM SAID EASTERLY RIGHT OF WAY LINE, 500.51 FEET TO THE POINT OF BEGINNING.



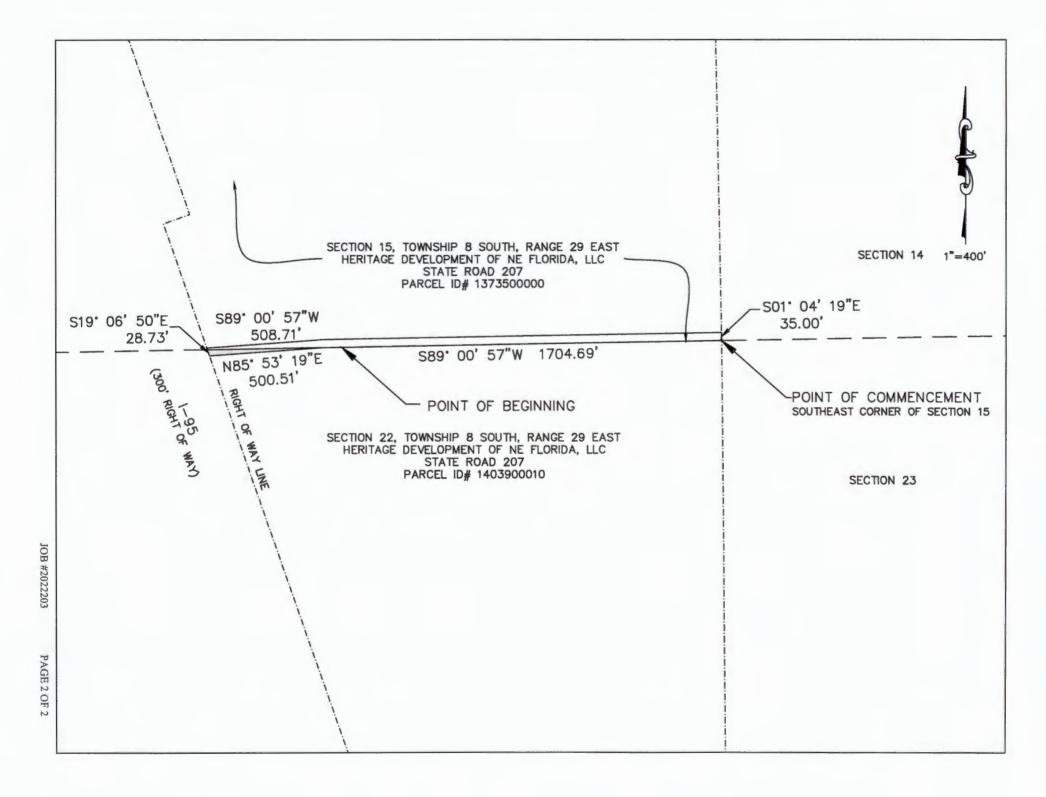
DON R. NU 4112 STATE OF FLORIDA Gordon R. Niles o/ Survey of 2024-07-18 08:24-04:00 SIGNED



NOTES:

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BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 15, WHICH IS S 89° 00' 57" W.

ED GORDON R. NILES FLORIDA SURVEYOR AND MAPPER REGISTRATION # 4112; L.B. # 4603 IDMITH: 002/220/2022# SICONTHE II"=4007 REV: 07/18/2024 SCALE 1" = 4007



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

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT made this day of ______, 2025, by and between HERITAGE DEVELOPMENT COMPANY OF NE FLORIDA LLC, a Florida limited liability company, with an address of 200 Business Park Circle, Suite 105, St. Augustine, FL 32095 as Grantor and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, Grantee.

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

SEE EXHIBIT "A" ATTACHED HERETO

1. Requirements and Terms of Use.

Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use, occupancy or redevelopment of residential, industrial, retail or commercial improvements constructed, or to be constructed, upon the property owned by Grantor. Grantee shall exercise the easement rights conveyed herein in a manner which are in accordance with applicable federal and state statutes, rules and regulations. Grantee shall insure that all gates and chains (which may be located by Grantor across the roads in this Temporary Construction and Access Easement lies) remain locked except when Grantee's vehicles are passing through said gates. In the exercise of its rights hereunder, Grantee shall not permit any persons operating under Grantee's authority to utilize the logging roads except where a legitimate governmental reason exists with respect to construction, inspection, monitoring, maintenance or repair of the facilities located on the Easement Area.

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

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

2. Insurance.

Grantee shall require all of its contractors using the Temporary Access and Construction Easement area for construction purposes to obtain and keep in force general liability insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and \$5,000,000.00 umbrella with general environmental pollution coverage, at all times during the period of contractual obligations and the term of this Easement. Grantee shall promptly deliver written evidence of such insurance to Grantor prior to commencement of construction on the Utility Property in the form of a current certificate of insurance and Grantor shall be listed as an additional insured (instead of a certificate holder) on the certificate of insurance.

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

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

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

Grantee upon request, after Grantor's compliance with section (i) or (ii), shall immediately execute any such termination of the prior trail/logging road and record the same in the public records of St. Johns County, FL.

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

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

Signed, sealed and delivered
In the presence of:
· And
Witness Signature
TODO A ZEHNER
Print Name

HERITAGE DEVELOPMENT COMPANY OF NE FLORIDA LLC By:_______ Print Name:_______ Title:______

200 BUSINESS PARK CIR

Date:

ST, AUGUSTINE, FL 32695 Witness Address REQUIRED BUSINESS OR PERSONAL

Witness Signature

Print Name

200 Business Park Cir. Stelos

St. Augustine, FL 32095 Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF Florida COUNTY OFSt. Johns

The foregoing instrument was acknowledged before me before me by means of physical presence or \Box online notarization, this 23 day of <u>December</u>, 2024, by <u>Chris Shee</u>, who is <u>Maraatr</u> of Heritage Development Company of NE Florida LLC, on behalf of said company. Such person is personally known to me or has produced N|A as identification.



Notary Public

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

Signed, sealed and delivered In the presence of: ST. JOHNS COUNTY, FLORIDA, a

political subdivision of the State of Florida

By:___

Joy Andrews, County Administrator

Witness Signature

Date:

Print Name

Witness Address: St. Johns County 4010 Lewis Speedway St. Augustine FL 32084

Witness Signature

Print Name

Witness Address: St. Johns County 4010 Lewis Speedway St. Augustine FL 32084

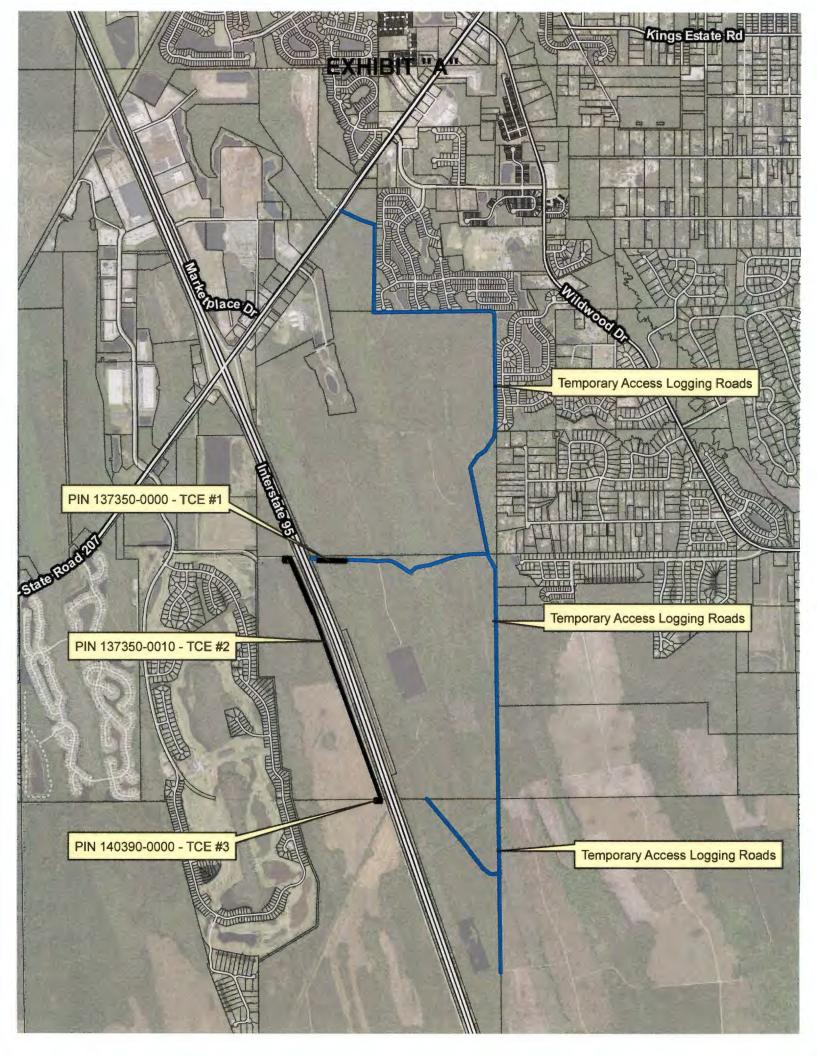
STATE OF FLORIDA COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization, this _____ day of _____, 20____ by Joy Andrews as County Administrator for St. Johns County who is personally known to me.

Notary Public

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

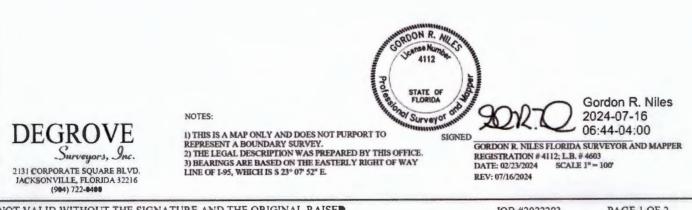
Deputy Clerk



MAP SHOWING

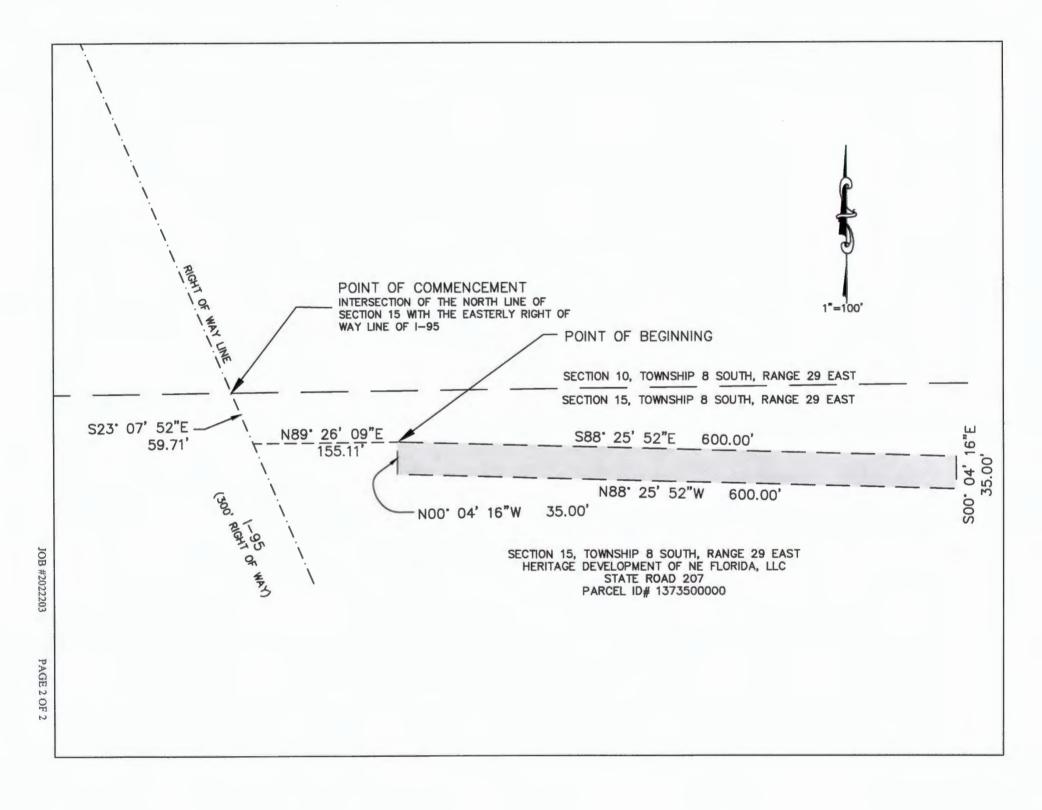
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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB #2022203



MAP SHOWING

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DEGROVE Surveyors, Juc. 2131 CORPORATE SQUARE BLVD. JACKSONVILLE, FLORIDA 32216 (904) 722-0400 NOTES:

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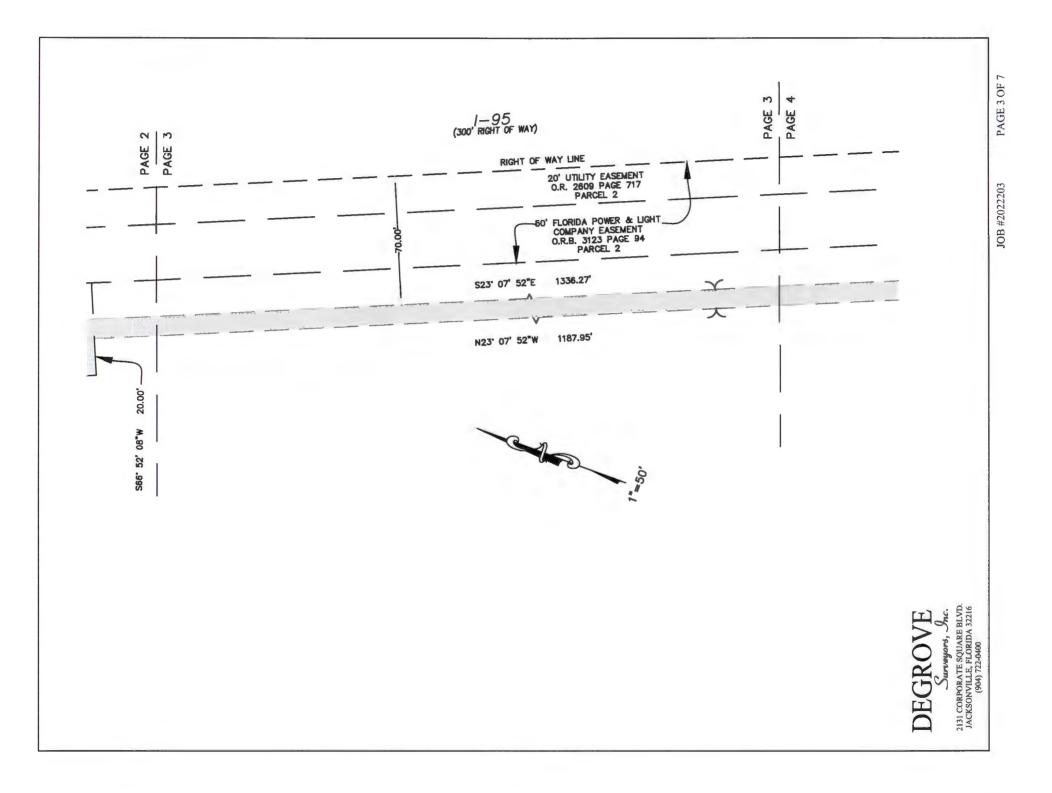
SIGNED GORDON R. NILES FLORIDA SURVEYOR AND MAPPER REGISTRATION # 4112; L.B. # 4603 DATE: 02/09/2024 SCALE 1" = 50

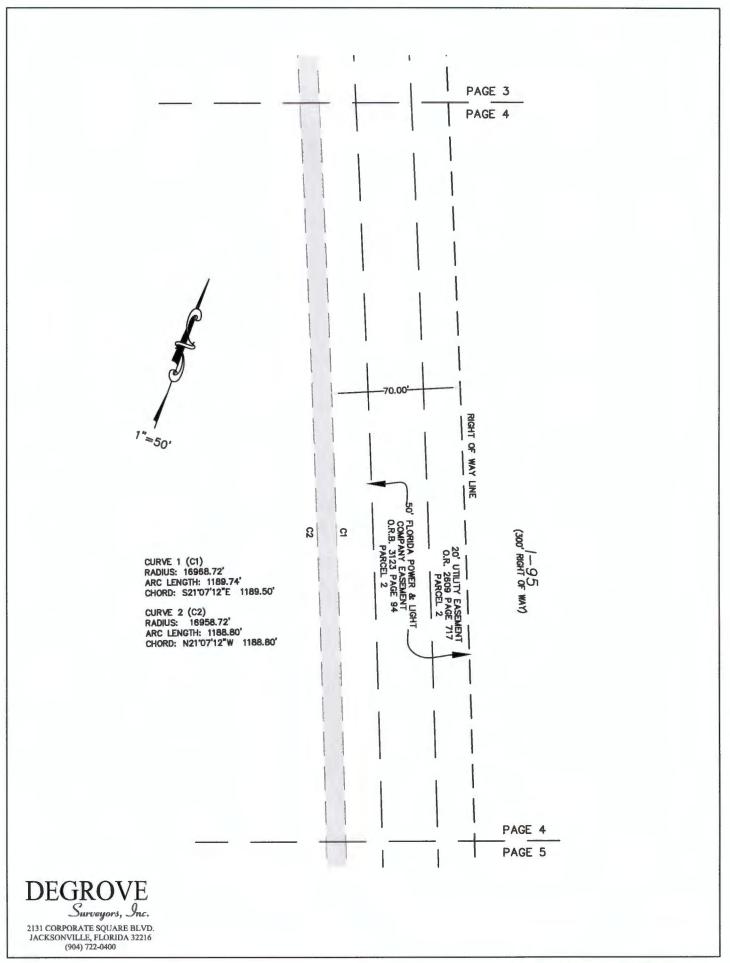
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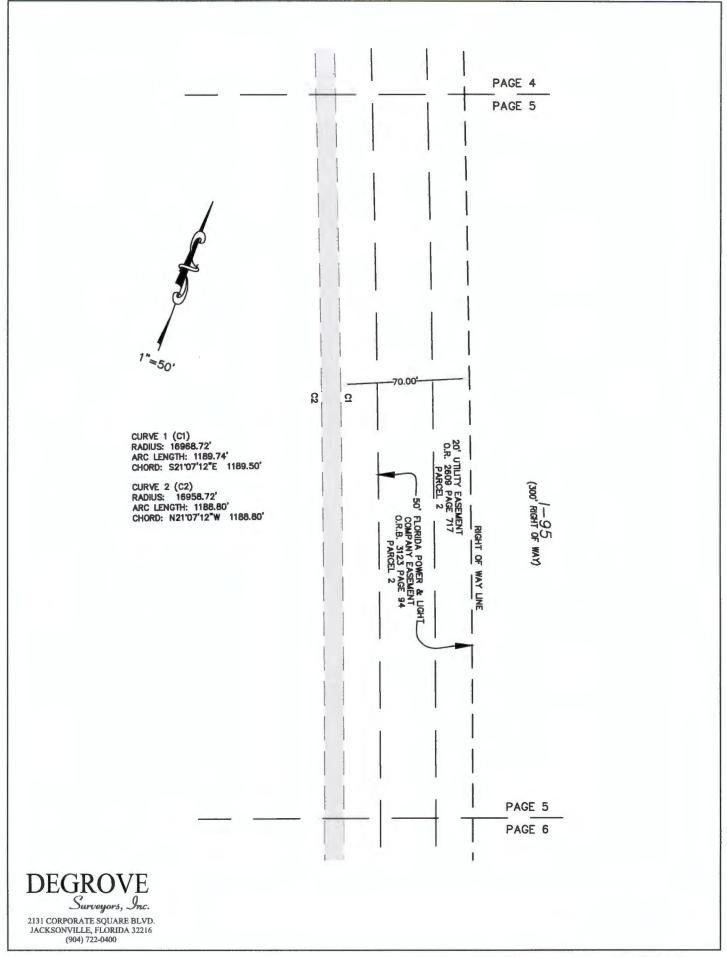
JOB #2022203

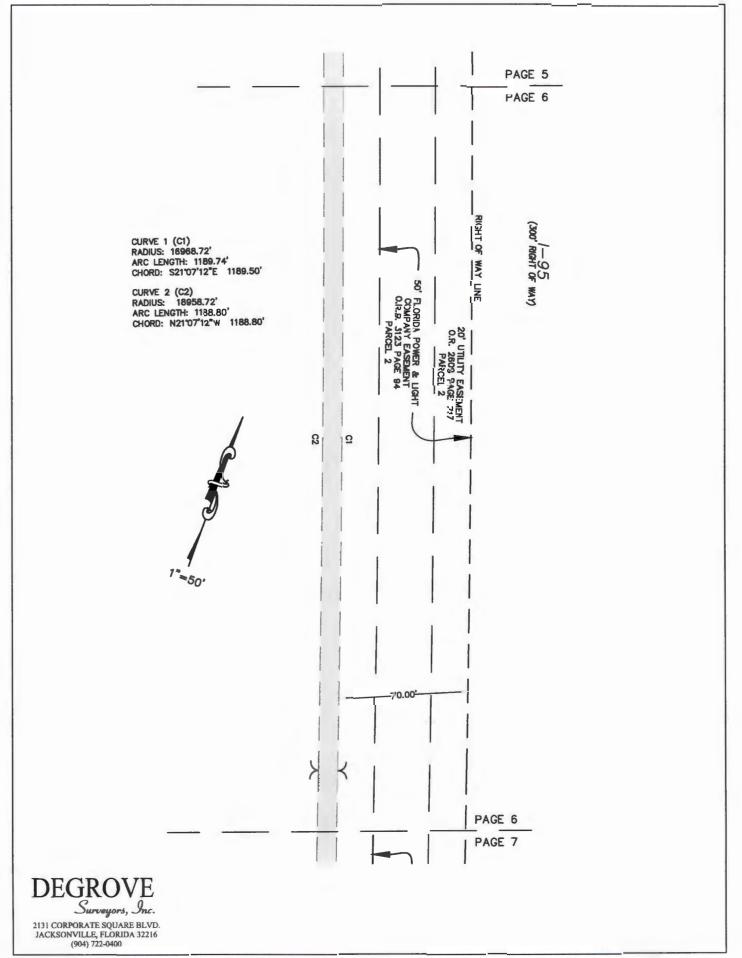
PAGE 1 OF 7

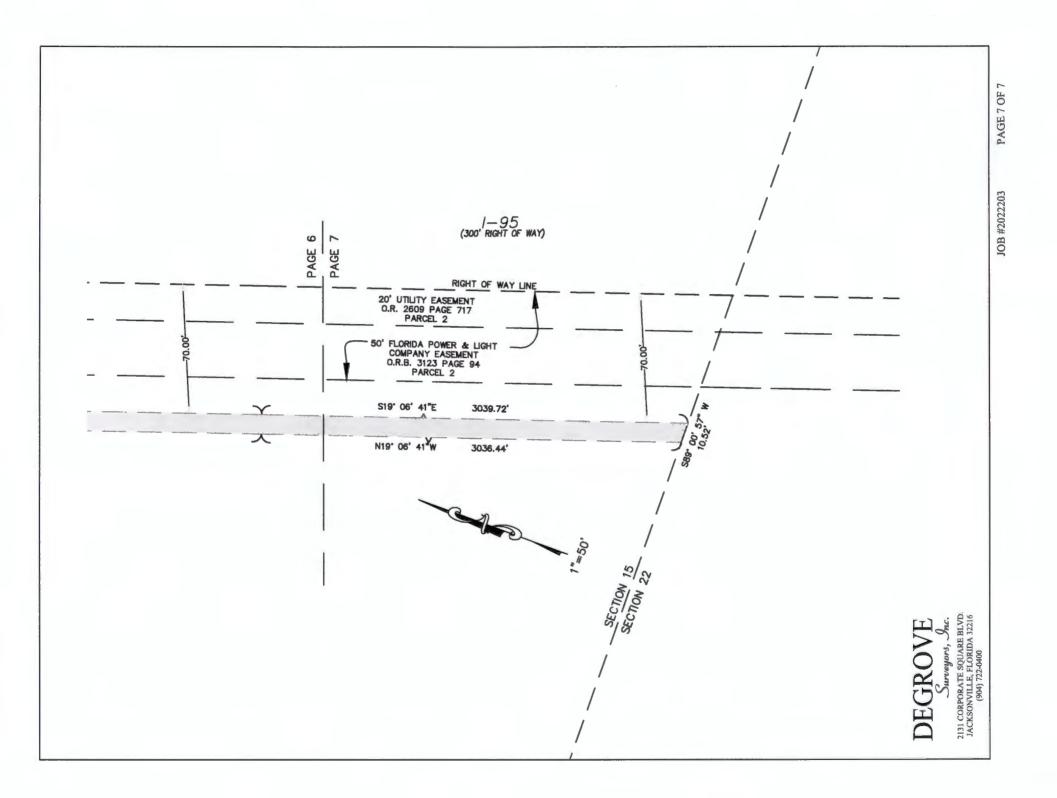












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CORDON R. All Co Usense Number 4112 STATE OF FLORIDA OTO SLEYVEYOF OF

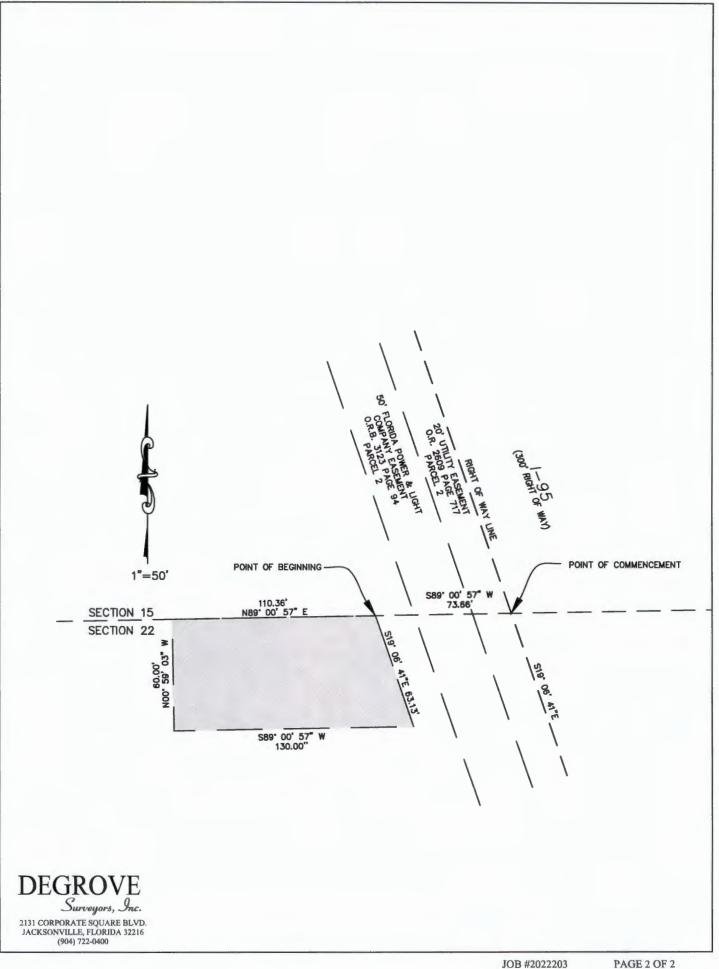
DEGROVE Surveyors, Inc. 2131 CORPORATE SQUARE BLVD. JACKSONVILLE, FLORIDA 32216 (904) 722-0400 NOTES:

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O.R.B - OFFICIAL RECORDS BOOK



NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER JOB #2022203

PAGE 1 OF 2



Prepared By: St. Johns County Utility Department 1205 State Road 16 St. Augustine, FL 32084

MEMORANDUM OF UNDERSTANDING UTILITY TRANSMISSION COMMITMENTS

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") by and between HERITAGE DEVELOPMENT COMPANY OF NE FLORIDA LLC, a Florida limited liability company (the "Owner"), whose mailing address is 200 Business Park Circle, Suite 105, St. Augustine, FL 32095 and ST. JOHNS COUNTY, a political subdivision of the State of Florida (the "County"), whose mailing address is 500 San Sebastian View, St. Augustine, FL 32084 is entered into and effective on the date signed by the last party executing this MOU (the "Effective Date").

RECITALS

- A. Heritage Development Company of NE Florida LLC is the owner of the properties shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. Due to the passing of Senate Bill 64 by the Florida Legislature, which requires a state-wide elimination of non-beneficial surface water discharges of effluent, the County must expand the system capacity for wastewater treatment and water reclamation for the State Road 207 and Anastasia Island wastewater services areas due to growth within the County and limitations on the current system's capacity.
- C. The County is currently constructing a Water Reclamation Facility (WRF) one mile west of I-95 and north of SR 207 and is planning to route infrastructure east from the WRF to US 1 and Watson Road. The WRF and transmission route are shown in Exhibit "B" and herein described as "Project".
- D. The Owner is willing to grant the County easements necessary to facilitate construction of the transmission mains from the WRF to US 1. In lieu of compensation for these easements, the County will provide the Owner two connections to the sanitary sewer force main and will design and permit a future reclaimed water and potable water main under I-95 to terminate just east of I-95. If these transmission mains are needed in the future, the County will construct the mains as shown on Exhibit "D".
- E. The Owner will dedicate Easements for Utilities to the County and the County will own, operate, and maintain the utility mains and all appurtenances thereon. The Easements for Utilities will be executed simultaneously with this MOU.
- F. The Owner will provide the County Temporary Access and Construction Easement(s) permitting the County to enter upon and use the Owner's trail roads for

ingress/egress to the Easement Area(s) and for staging and construction. The Temporary Access and Construction Easement(s) will be executed simultaneously with this MOU.

- G. This MOU, as mutually agreed to by the parties, defines the County's obligations in exchange for the Owner providing the Easements for Utilities and Temporary Access and Construction Easement(s).
- H. The Owner's utility obligations and benefits detailed in this MOU shall inure to the benefit of and be binding upon Owner and its successors and assigns.
- I. The County deems it to be in the public interest to acquire the easements described in this MOU.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this instrument and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. <u>Effect of Recitals.</u> The above recitals are true and correct and are incorporated into the body of this MOU and adopted as findings of fact.
- 2. <u>Term of Agreement</u>. The term of this MOU shall begin on the date upon which the last party has dated and executed the same ("Effective Date") and shall expire upon completion of the Projects described herein, but no later than five (5) years from Effective Date.
- 3. <u>Commencement.</u> The County shall not commence the Project until all documents identified as Exhibits have been fully executed and recorded with the St. Johns County Clerk of Court. Time is of the essence for every aspect of this Project.
- 4. <u>Deliverables.</u> The County is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, the County shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project.
- <u>Permits, Licenses, and Approvals.</u> The County shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. The County shall obtain any and all governmental permits, license, and approvals necessary to implement the Project.

6. SEWER TRANSMISSION FORCE MAIN

- a. Limits and Scope: The County will design and construct 16-inch and 20-inch nominal diameter sanitary sewer force mains as depicted on Exhibit "C". The general limits of the transmission mains are from the WRF to the intersection of US 1 and Watson Road. The 20-inch force main will be constructed from the WRF to a point on the west side of 1-95 approximately 4,500 south of the 1-95 and SR 207 intersection. The 20-inch force main will continue south along the west side of 1-95 and cross under 1-95 to a point 526 feet east of 1-95. The crossing is located approximately 10,080 feet south of the 1-95 and SR 207 intersection. A 16-inch force main will continue east from this point to US 1. For a future connection on the east side of 1-95, one 16-inch tee and gate valve will be installed 600 feet east of 1-95 and will be no deeper than 5' below grade.
- b. **Timing for Construction:** The County shall install and put the sanitary sewer force main infrastructure into service by the end of December 31, 2026.
- c. **Maintenance**: The County shall own, operate, and maintain the transmission main infrastructure and all appurtenances thereon upon completion.

7. RECLAIMED WATER TRANSMISSION MAIN

- a. Limits and Scope: The County will design and construct 24-inch nominal diameter reclaimed water mains as depicted on Exhibit "C". The general limits of the Reclaimed Water Transmission Mains are from the WRF to the west side of I-95 approximately 4,500 feet south of the intersection of I-95 and SR 207. From this point, the County will design and permit a 24-inch reclaimed water main under I-95 to a point 600 feet east of I-95 right-of-way, herein referred as the "I-95 North Utility Crossing". The connection point for this pipe shall be no deeper than 5' below grade. Details of this crossing are defined in paragraph 8 below.
- b. **Timing for Construction:** The County shall install and put the 24-inch reclaimed water main into service by the end of December 31, 2026. The I-95 North Utility Crossing timing is defined in paragraph 8 below.
- c. **Maintenance**: The County shall own, operate, and maintain the transmission main infrastructure and all appurtenances thereon upon completion.

8. <u>I-95 UTILITY NORTH CROSSING</u>

- a. Limits and Scope: The County will design and permit a 20-inch water main and a 24-inch reclaimed water main under I-95 approximately 4,500 feet south of the intersection of I-95 and SR 207 as depicted on Exhibit "D". These water and reclaimed water mains will be needed in the future for improving the County's existing infrastructure.
- b. **Timing for Construction**: The County shall install the I-95 Utility North Crossing at the County's sole cost and expense, but it will not be placed into service until the development demands are needed east of I-95. The I-95

Utility North Crossing shall begin construction no later than 90 days after Owner delivers notice to the County that is has secured all permits for construction and the County will complete the I-95 Utility North Crossing within 270 days after Owner's notice.

- c. **Maintenance**: The County shall own, operate, and maintain the transmission main infrastructure and all appurtenances thereon upon completion.
- 9. <u>Access to Infrastructure</u>. It is understood and agreed by the parties hereto that the rights provided in the Temporary Access and Construction Easement(s) shall be effective until Owner records document(s) in the public records of St. Johns County providing the County perpetual ingress, egress and access to the Easement Area(s) and appurtenances thereon. County will be responsible for the drafting of all documents as well as all fees and expenses related to surveying and creating the legal description of the easement.
- 10. <u>Connection Fees.</u> Nothing in this MOU shall be construed as a waiver by County of any rates, fees or charges, including, but not limited to, unit connection fees or service charges.
- 11. **Notices.** All notices pertaining to this Memorandum of Understanding shall be delivered either by hand or certified mail, return receipt requested to:

Owner:	Heritage Development Company of NE Florida, LLC
	Attention: Chris Shee
	200 Business Park Circle, Suite 105
	St. Augustine, FL 32095
	(904) 838-7153

- With copy to: Ansbacher Law Attention: Zachary Roth 8818 Goodbys Executive Drive, Suite 100 Jacksonville, FL 32217 (904) 737-4600
- County: St. Johns County Utility Department 1205 State Road 16 St. Augustine, FL 32084 (904) 209-2700
- With copy to: St. Johns County Office of the County Attorney 500 San Sebastian View St. Augustine, FL 32084 (904) 209-0806
- 12. <u>Indemnity.</u> To the maximum extent permitted by law County shall be responsible for damage to lands or improvements that are caused by the negligence of County, its employees, agents or contractors; provided, however, that nothing herein shall be

construed as a waiver of the County's sovereign immunity nor as its consent to be sued by third parties. As to any damage caused by negligence of any employee of the County, its agents or contractors, the provisions of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, may be applicable and shall be deemed to apply to this contractual agreement to indemnify for negligence.

- 13. <u>Assignment.</u> In light of the scope and rationale for this MOU, neither the Owner nor the County shall assign, transfer, convey, or sell any of the rights noted in this MOU, or associated with this MOU, without the prior express written approval of the other party, which shall not unreasonably be withheld. The covenants, terms, conditions, provisions, and requirements of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including successors in title to the Property, to whom such benefits shall inure.
- 14. **No Third-Party Beneficiaries.** Both the Owner and the County expressly agree that nothing in this MOU shall be construed to confer or infer third-party beneficiary status or interest to any other person or entity, including but limited to the officers, directors, members, shareholders, and owners of the Property.
- 15. <u>Amendments to this Agreement.</u> Both the Owner and the County acknowledge that this MOU, including the exhibits attached hereto, constitutes the complete agreement and understanding of the parties relating to the subject matter of this agreement and supersedes all previous discussions, understandings, and agreements. Any change, amendment, modification or revision of this MOU shall be in writing and shall be executed by duly authorized representatives of both the Owner and the County.
- 16. <u>Governing Law and Venue</u>. This MOU shall be construed according to the law of the State of Florida without regard to choice or conflict of law provisions. Venue for any administrative and/or legal action arising under this MOU shall be exclusively in state court in St. Johns County, Florida.
- 17. <u>Severability.</u> If any word, phrase, sentence, part, subsection, section, or other portion of this MOU, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this MOU, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

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

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

Date:

Signed, sealed and delivered In the presence of: Witness Signature EHNER

Print Name

200 BUSINESS PARK CIR

HERITAGE DEVELOPMENT COMPANY **OF NE FLORIDA LLC** By:

Print Name: (1) Title:

ST. AUGUSTINE FL 32095 Witness Address REQUIRED BUSINESS OR PERSONAL

Witness Signature

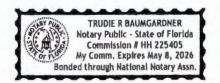
rudge R. Baumgardnes Print Name

200 Business ParkCir, Ste 105

St. AugustineFL 32095 Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLorida COUNTY OF St. Johns

The foregoing instrument was acknowledged before me before me by means of physical presence or \Box online notarization, this 23 day of <u>December</u>, 2024, by <u>Chris Shee</u>, who is <u>Noreaer</u> of Heritage Development Company of NE Florida LLC, on behalf of said company. Such person is personally known to me or has produced NA as identification.



R. Bernard Notary Public My Commission Expires: 05.08.2026

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

Signed, sealed and delivered In the presence of:

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

Witness Signature

By:____

Joy Andrews, County Administrator

Print Name

Witness Address REQUIRED BUSINESS OR PERSONAL

Witness Signature

Print Name

Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization, this ______ day of ______, 20____ by Joy Andrews, County Administrator of the St. Johns County Board of County Commissioners who is personally known to me.

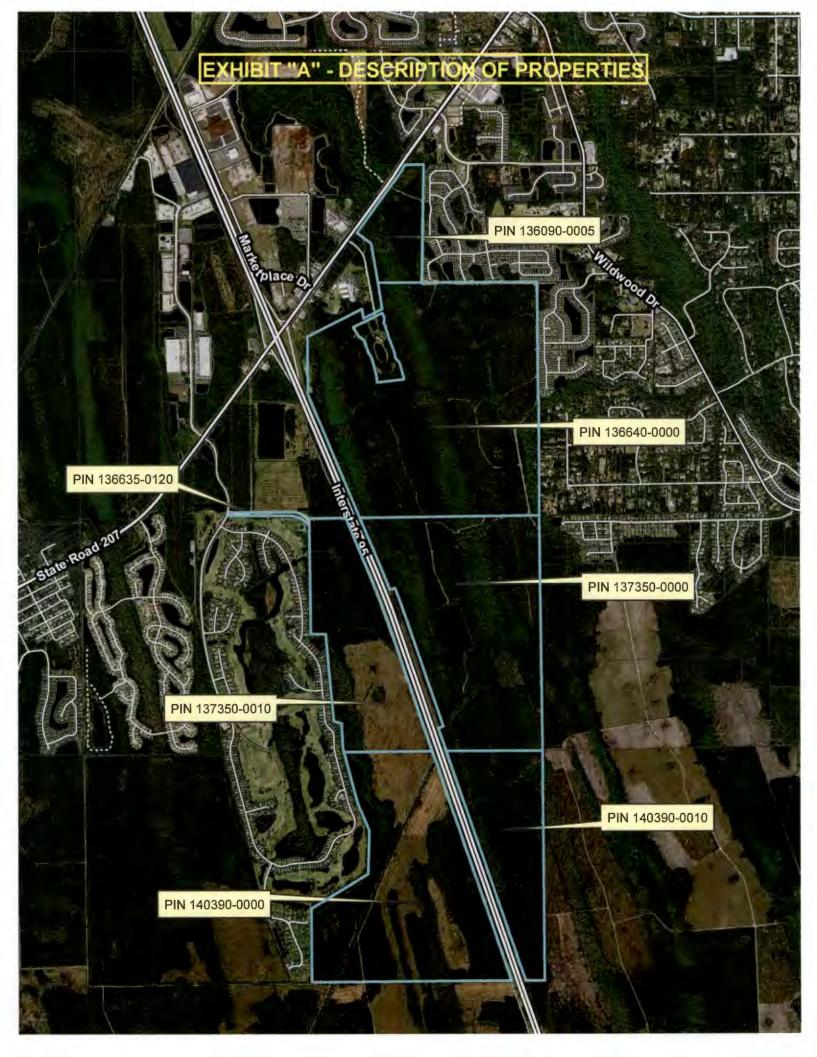
Notary Public My Commission Expires:

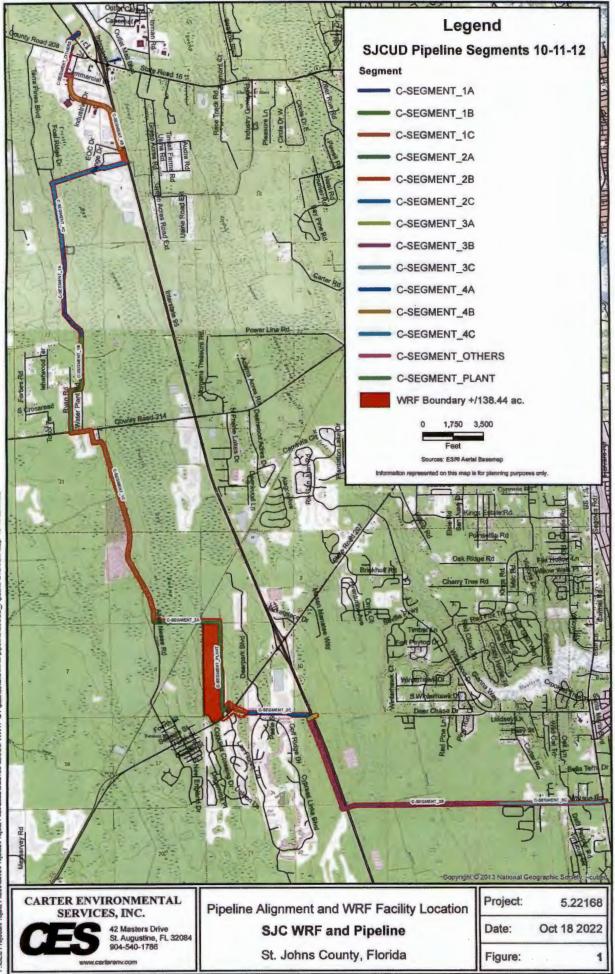
ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

Deputy Clerk

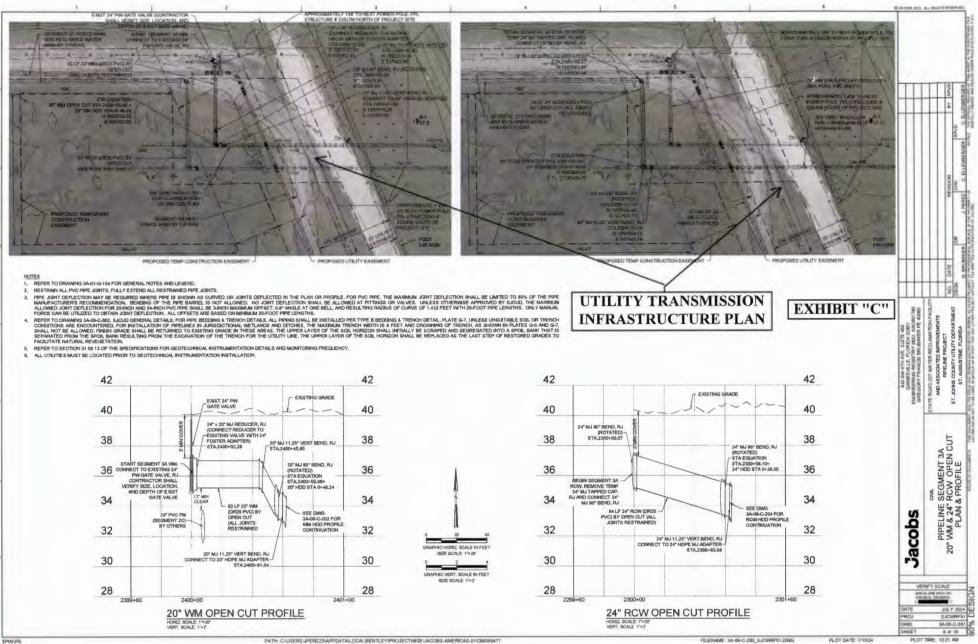
LIST OF EXHIBITS

Exhibit "A"	-	Description of Property
Exhibit "B"	-	General Location Map of Proposed Water Reclamation Facility and Utility Transmission Routes
Exhibit "C"	-	Plans showing the Utility Transmission Infrastructure
Exhibit "D"	-	Utility North Crossing Plan



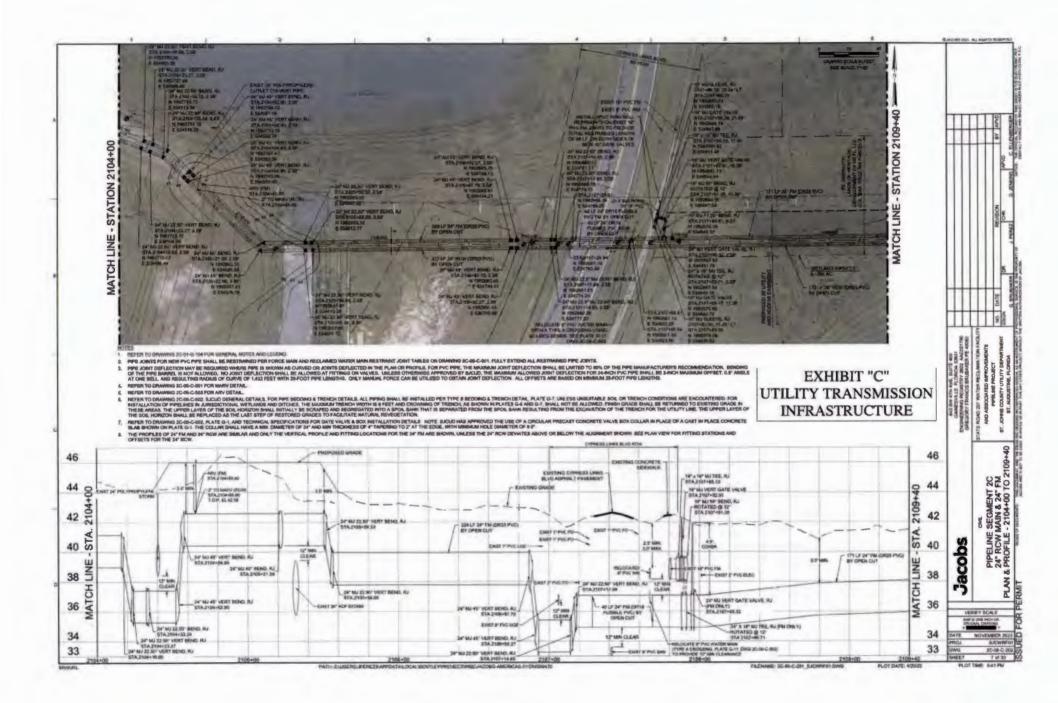


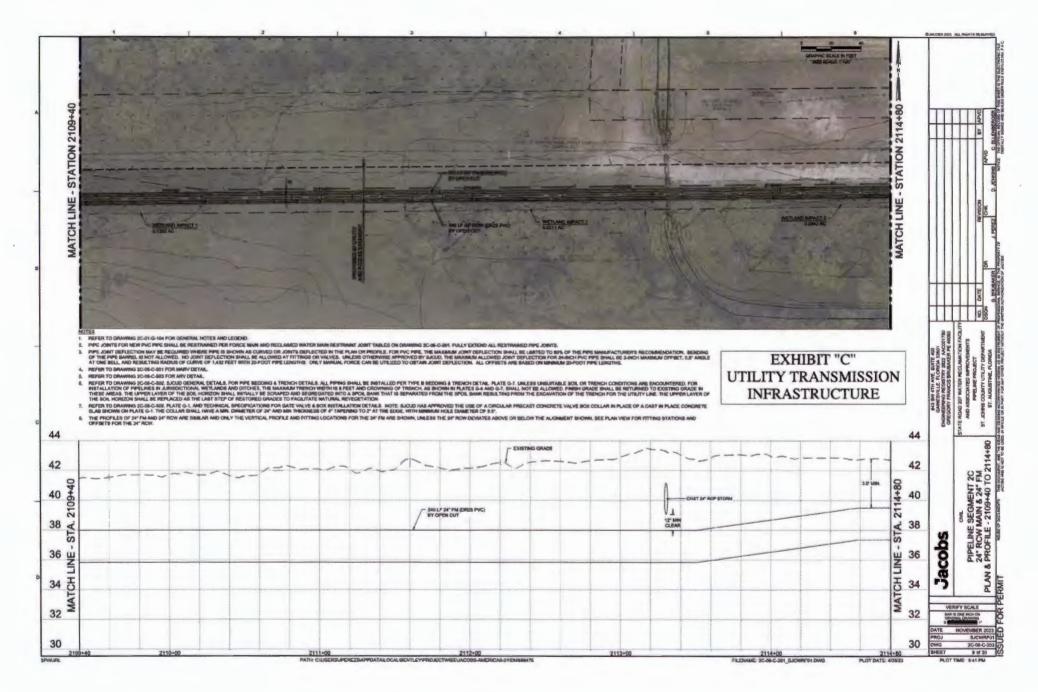


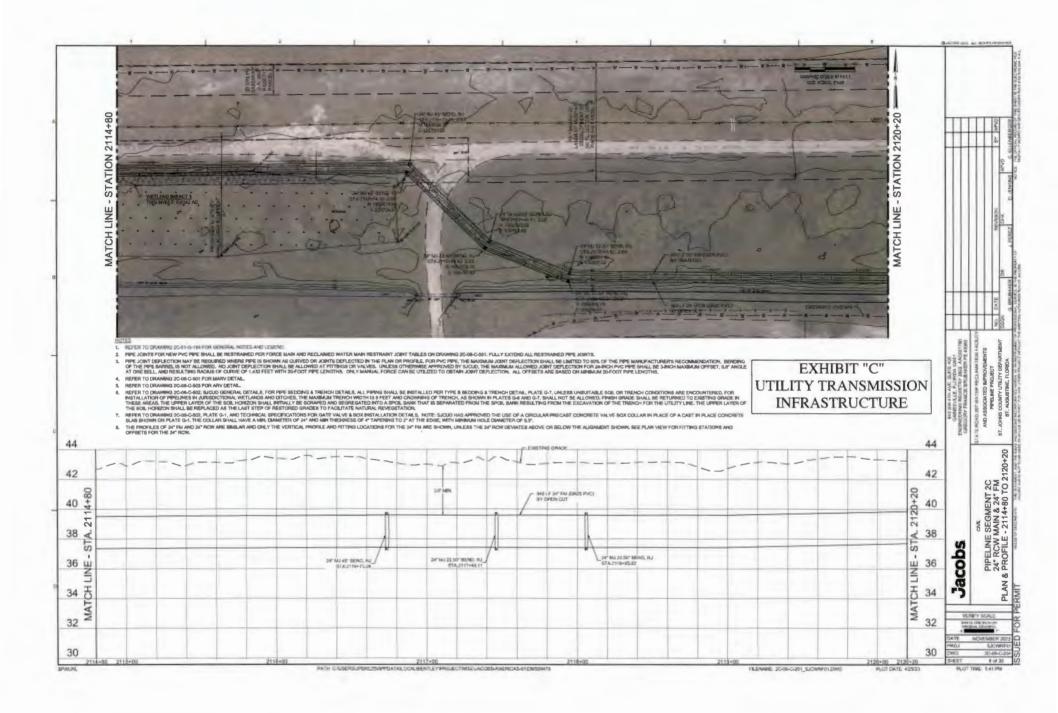


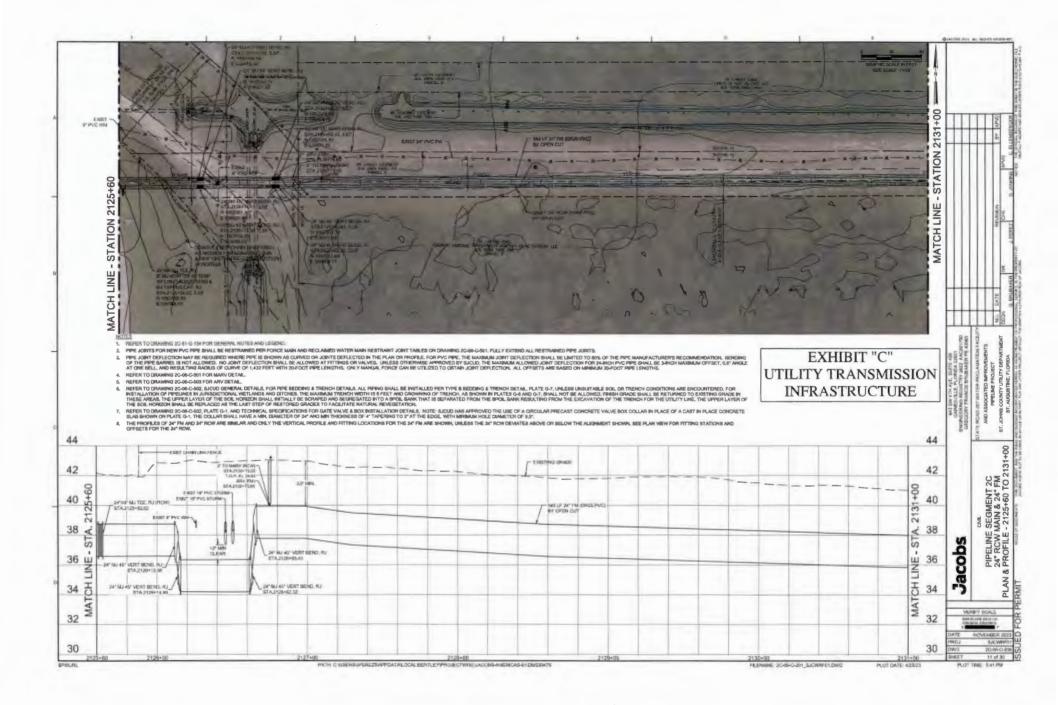
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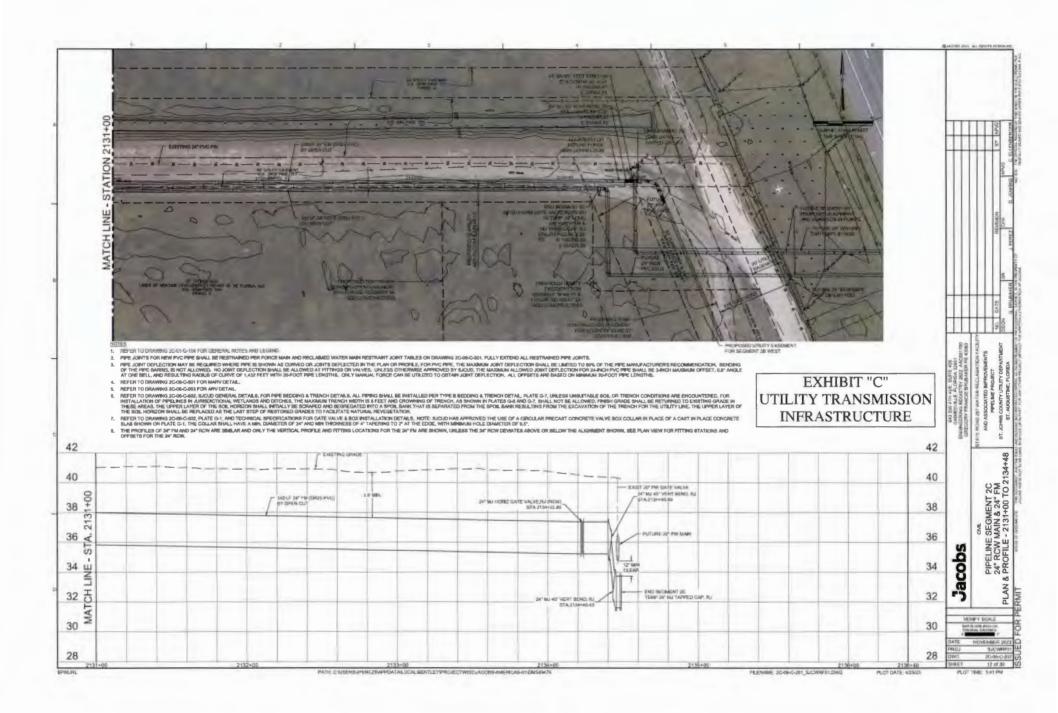


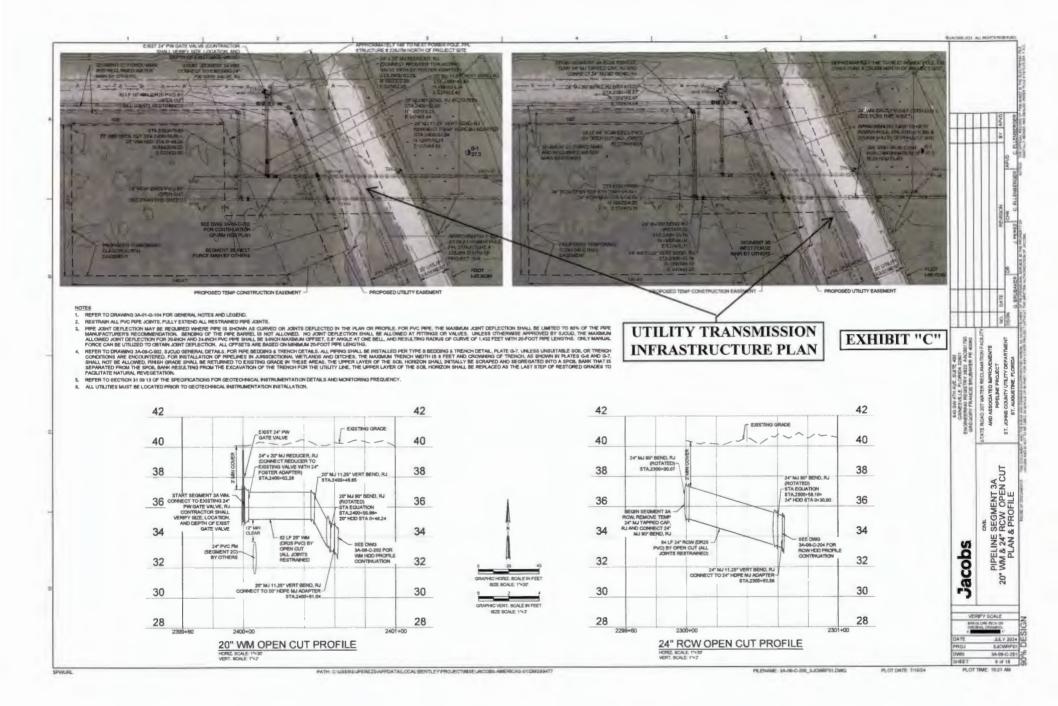


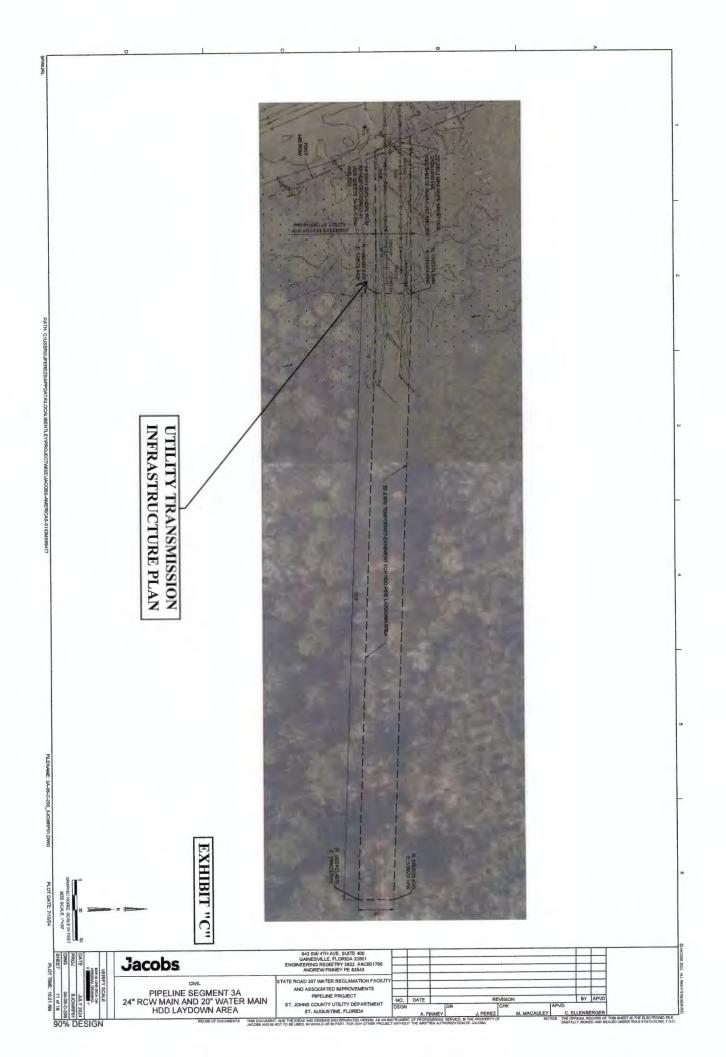


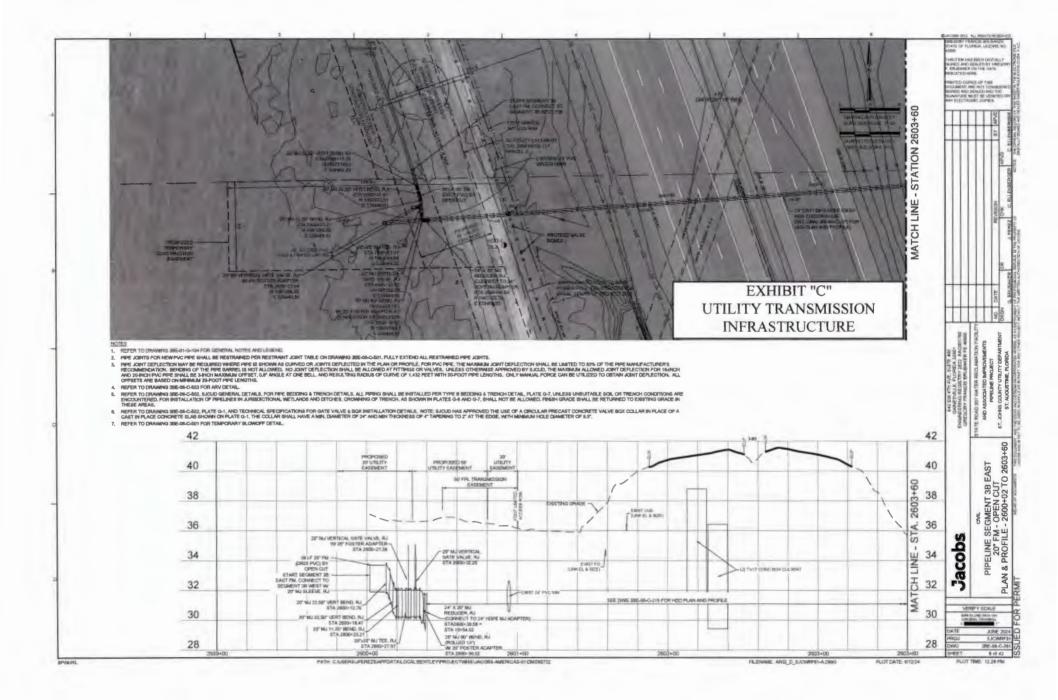


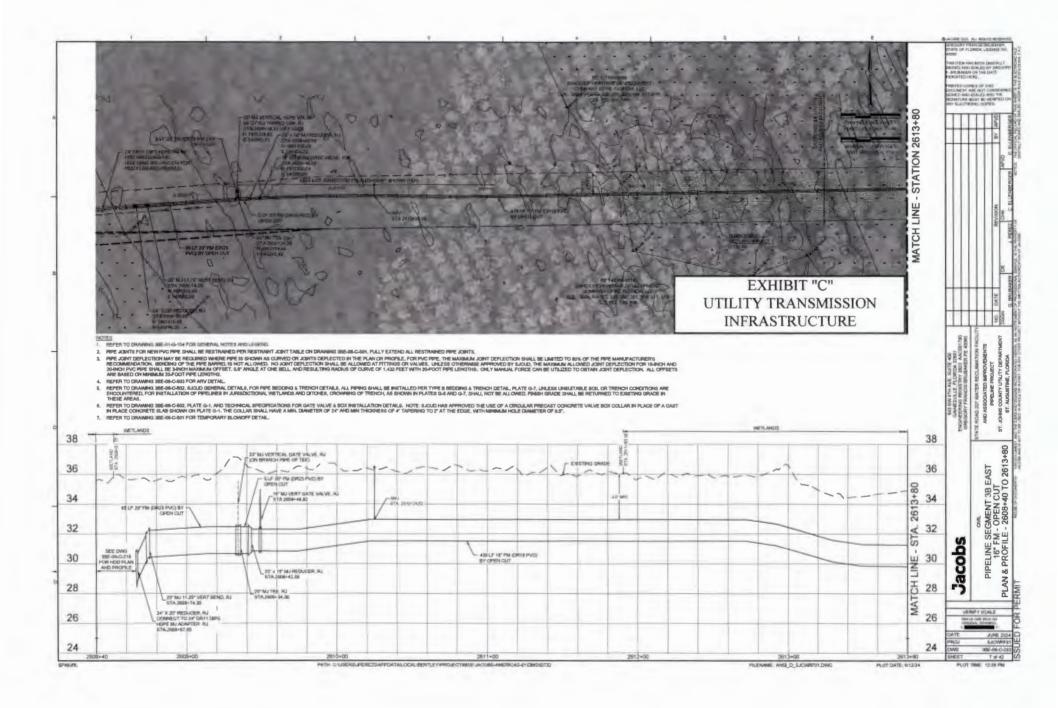


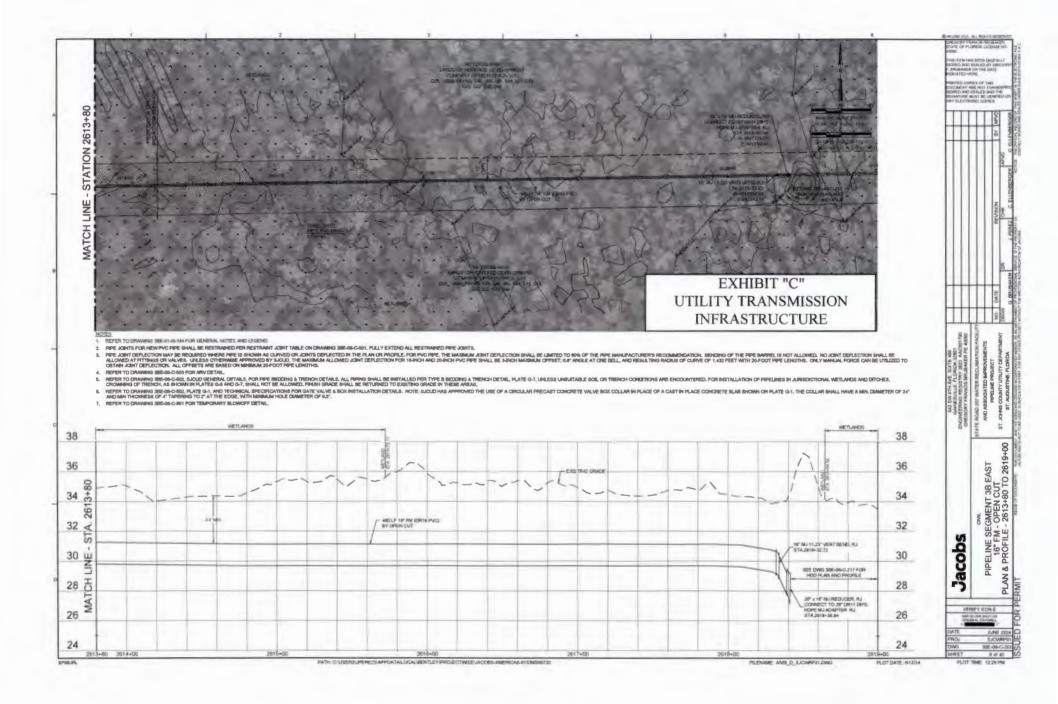


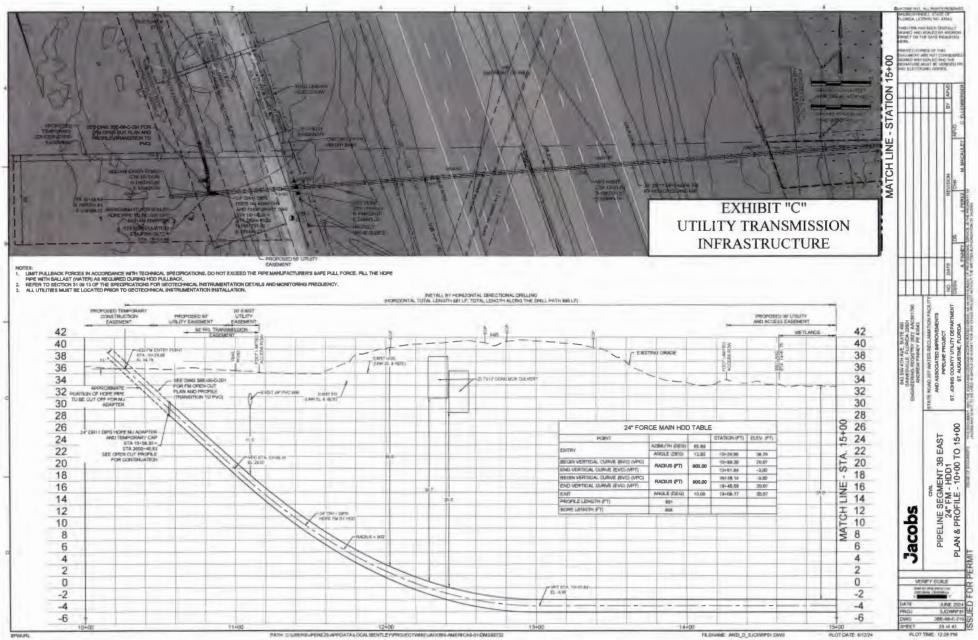


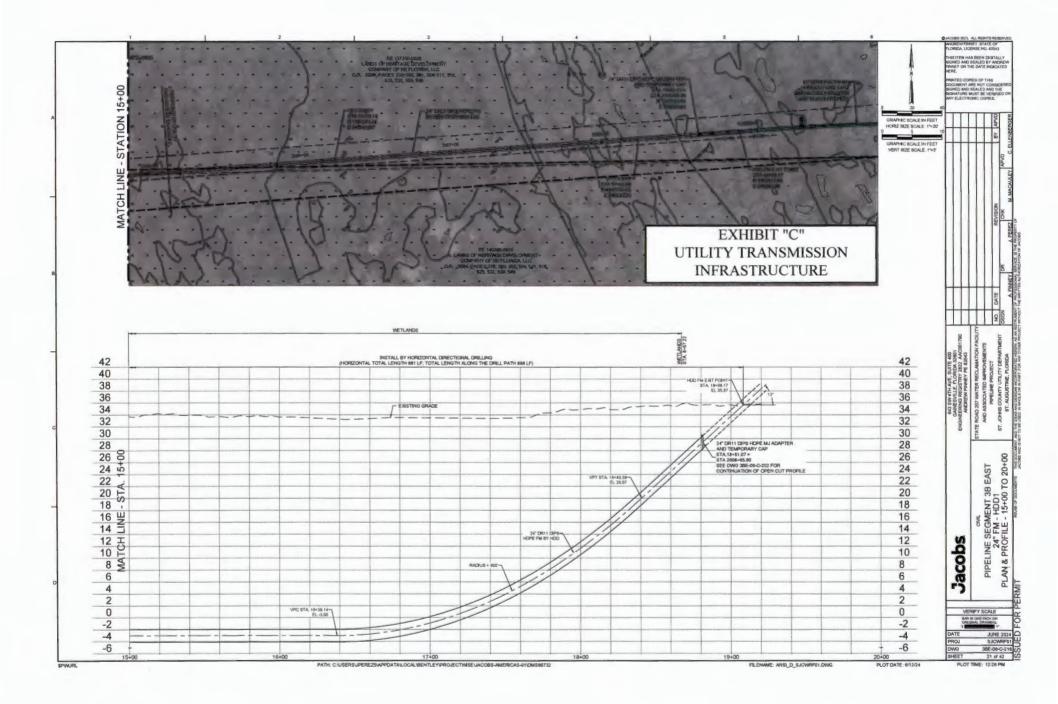


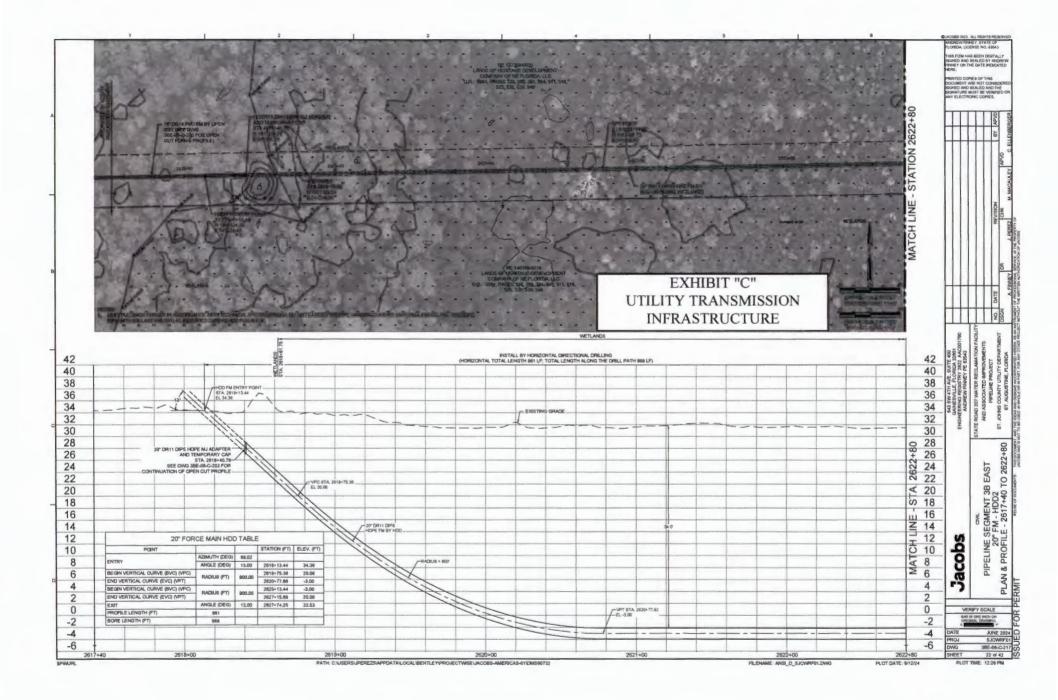


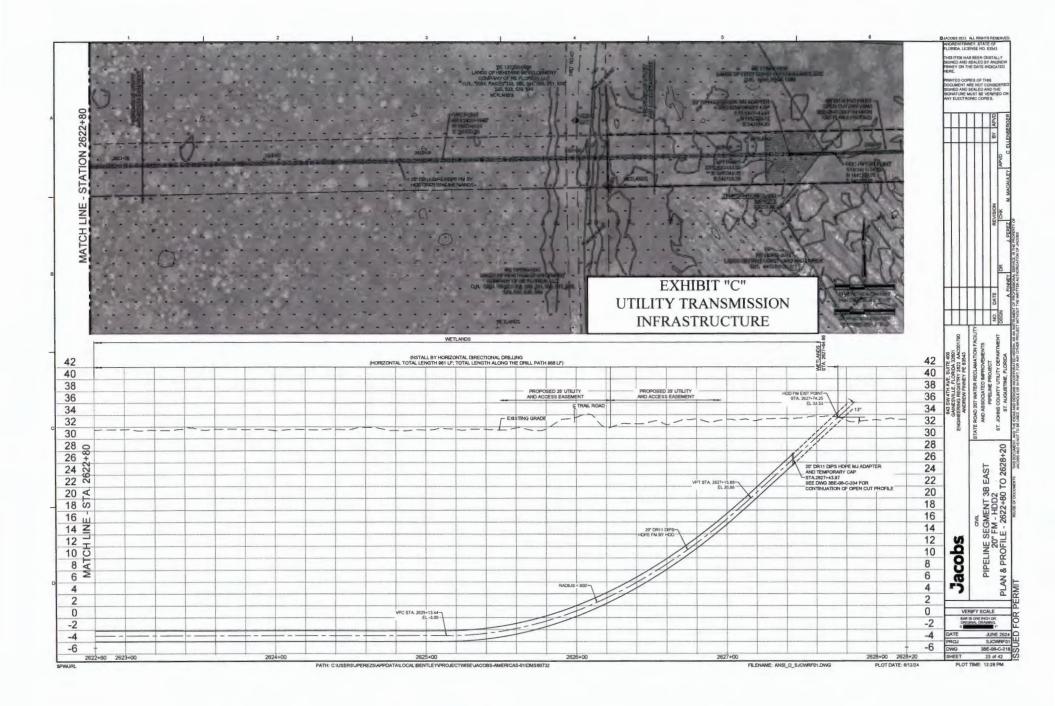


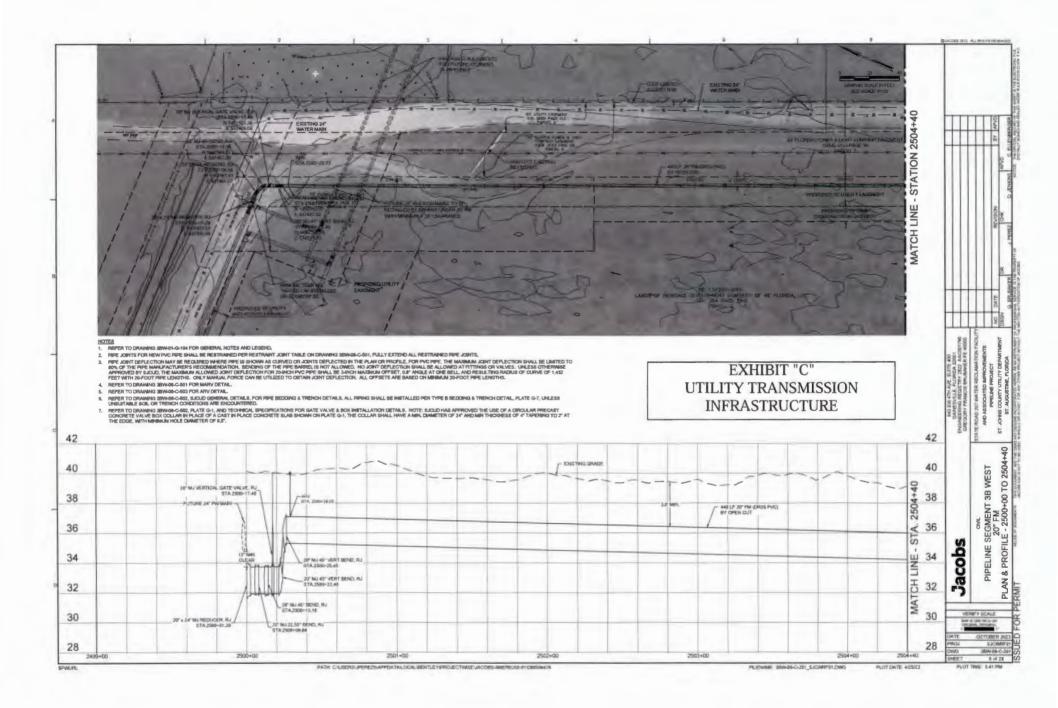


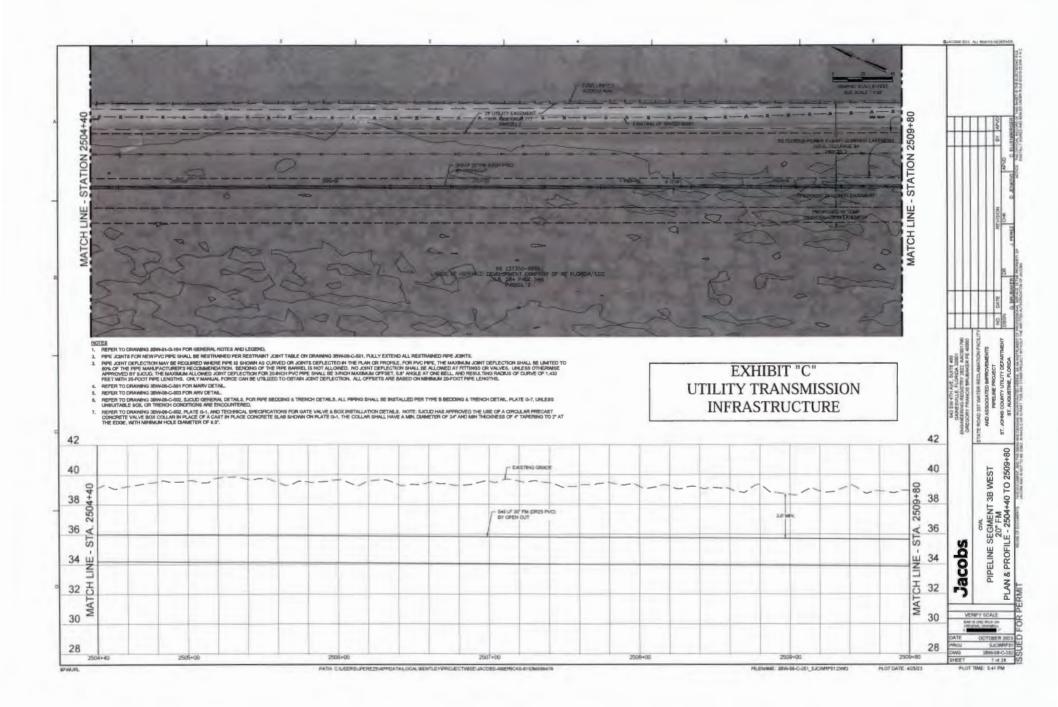


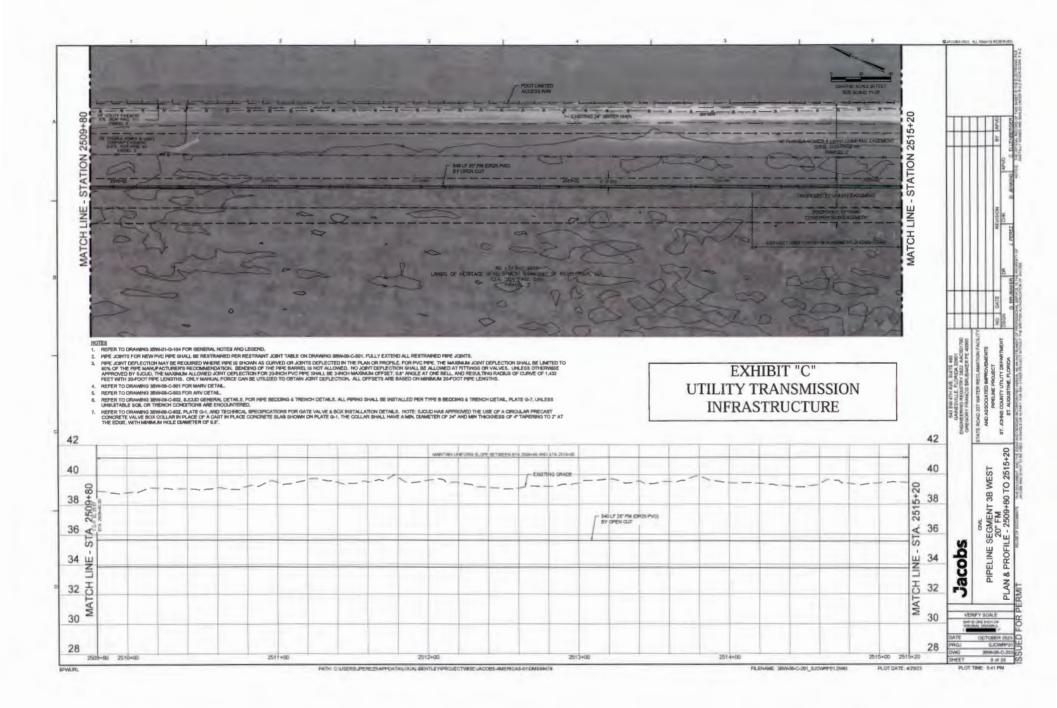


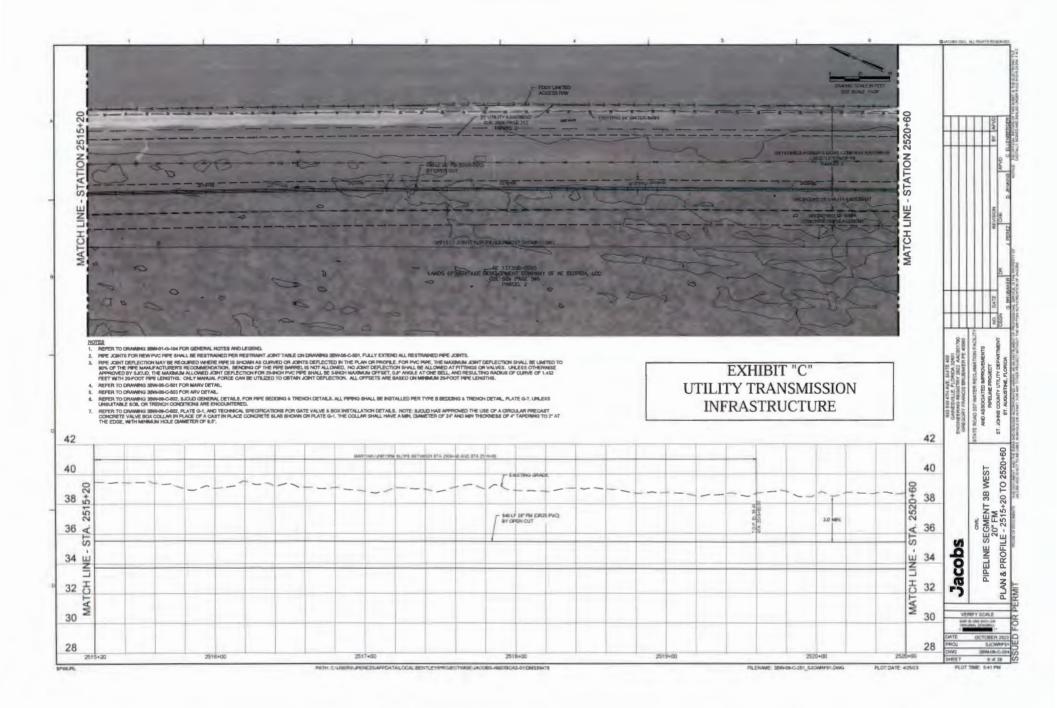


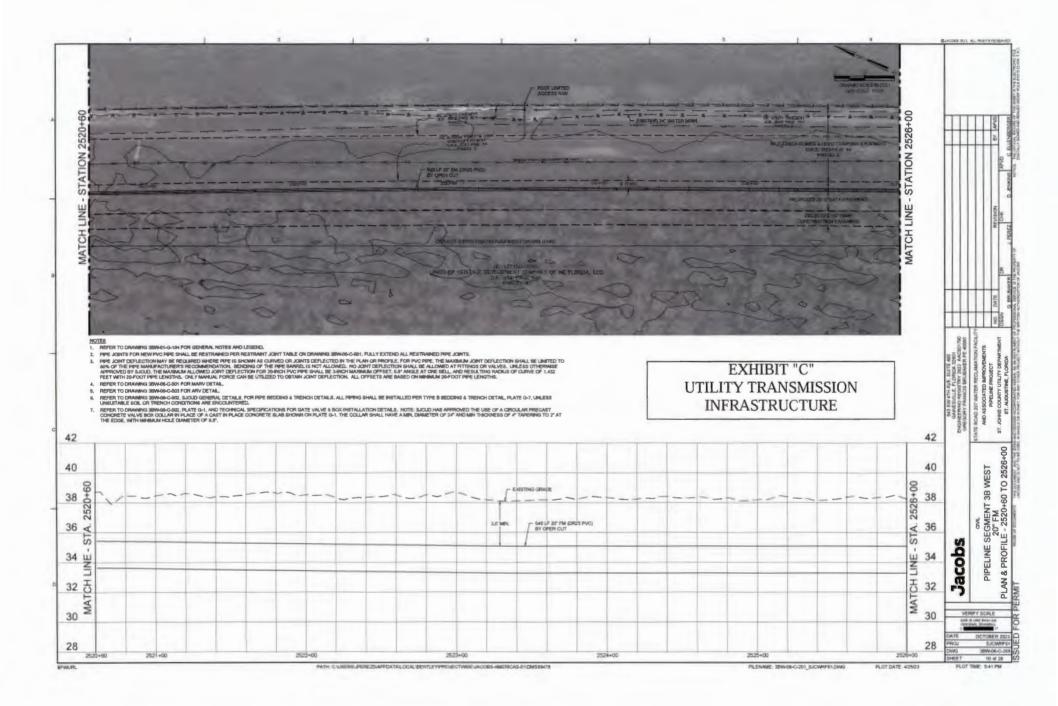


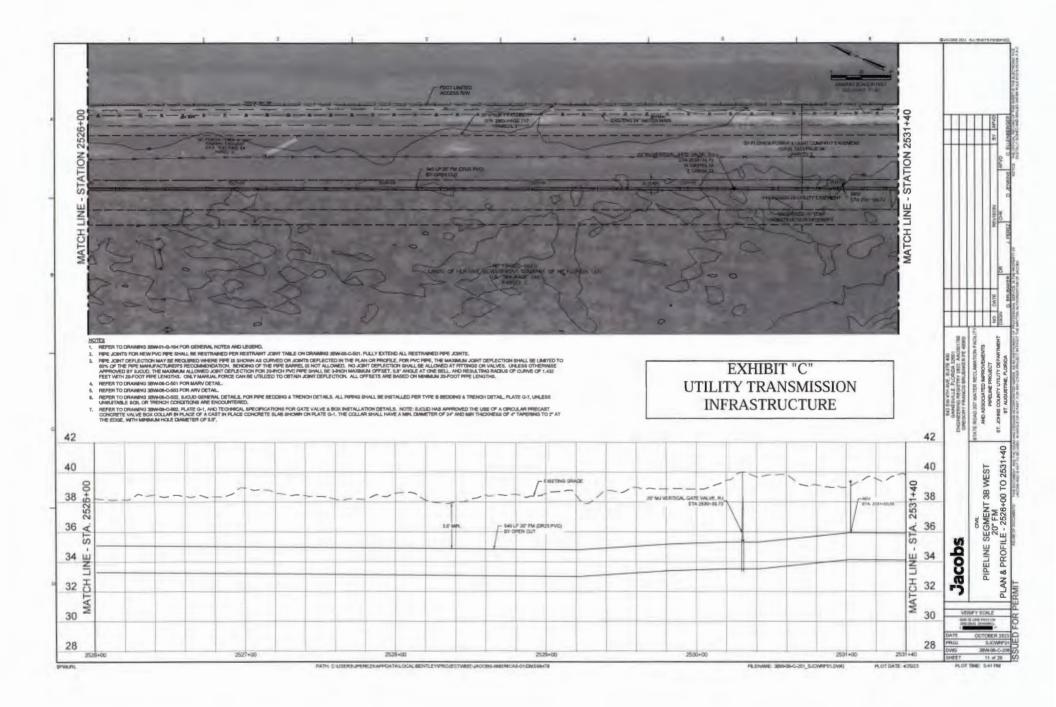


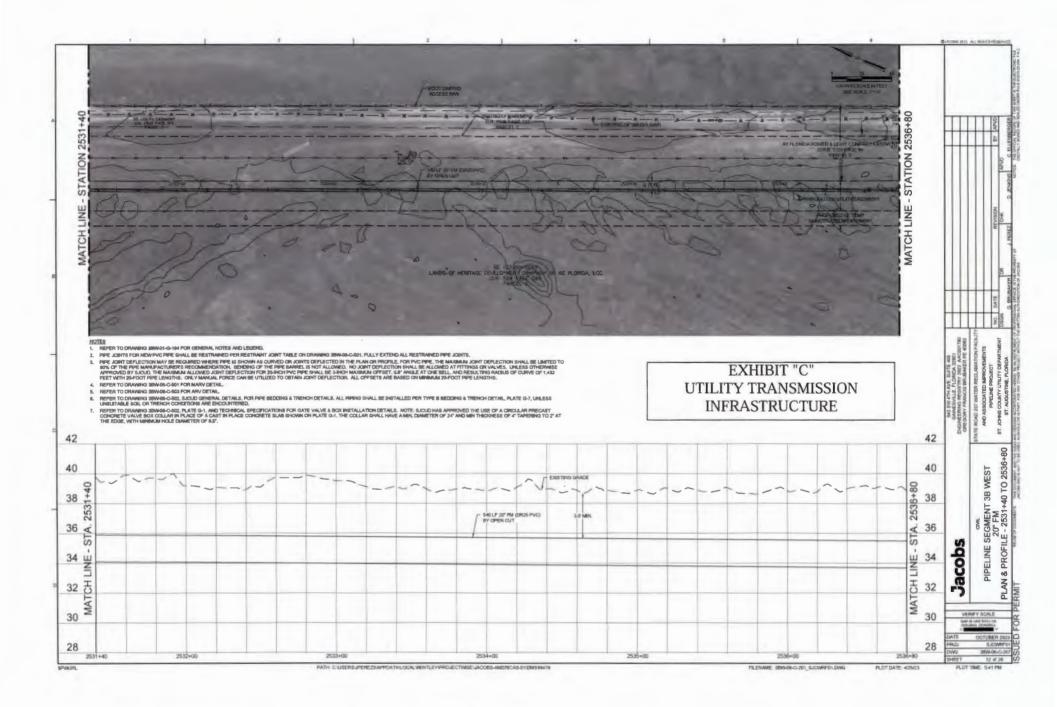


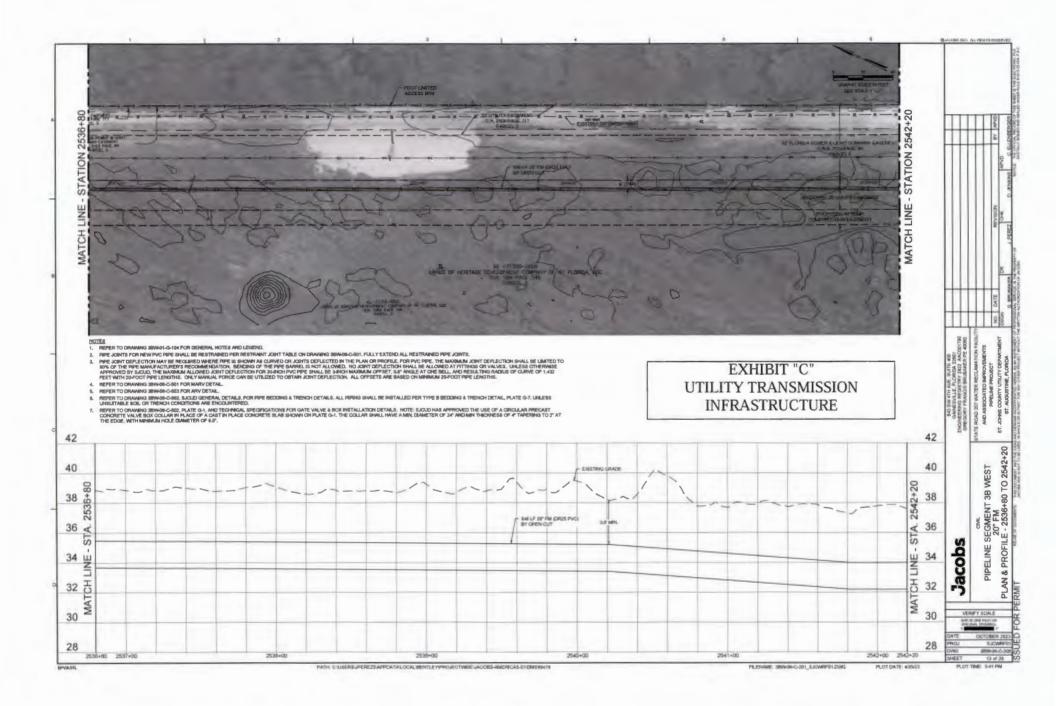


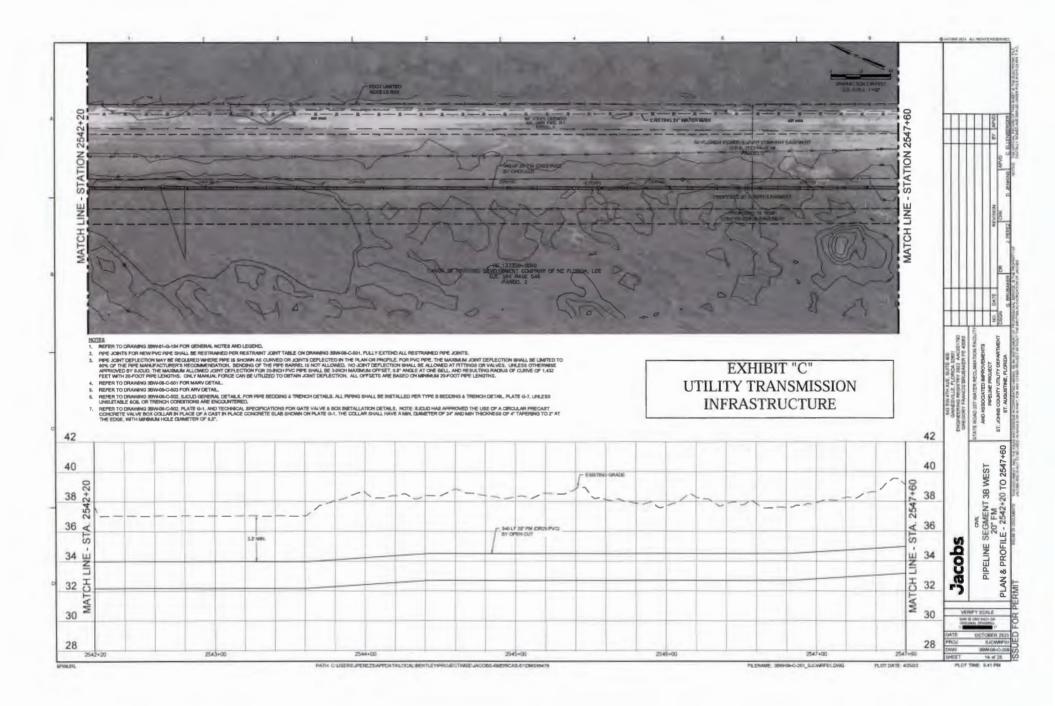


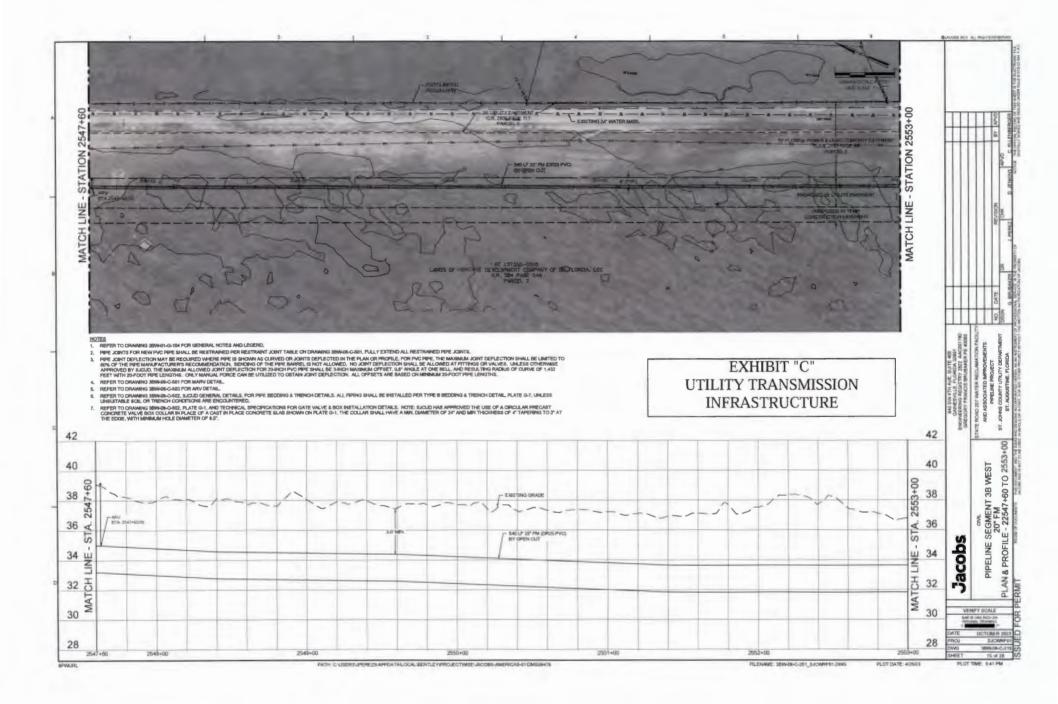


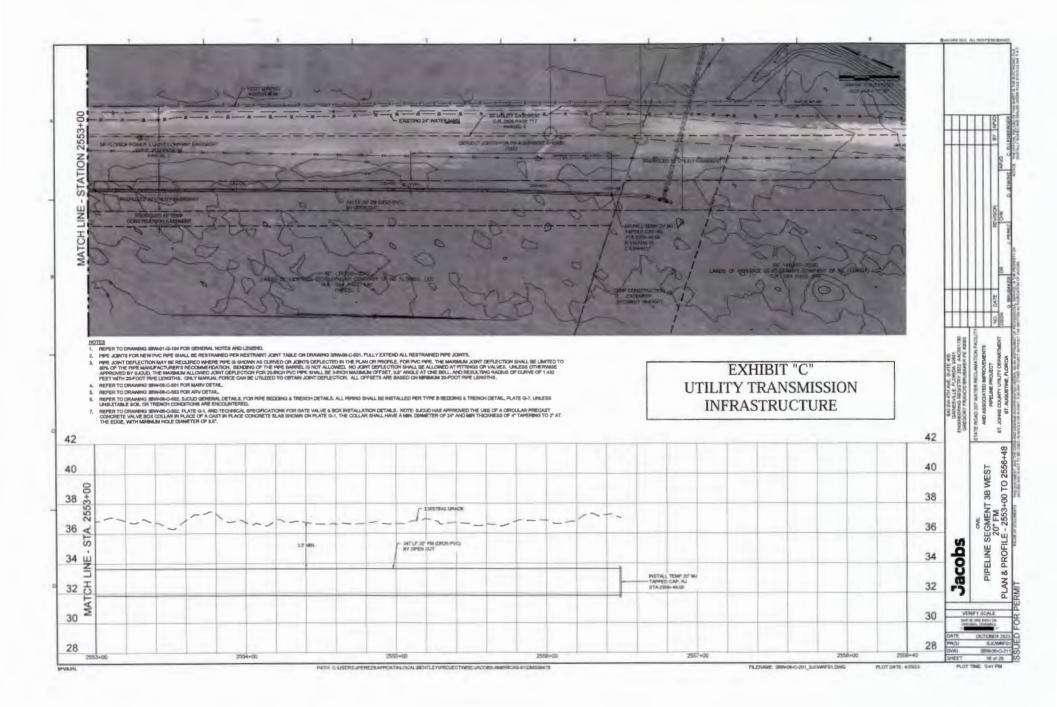


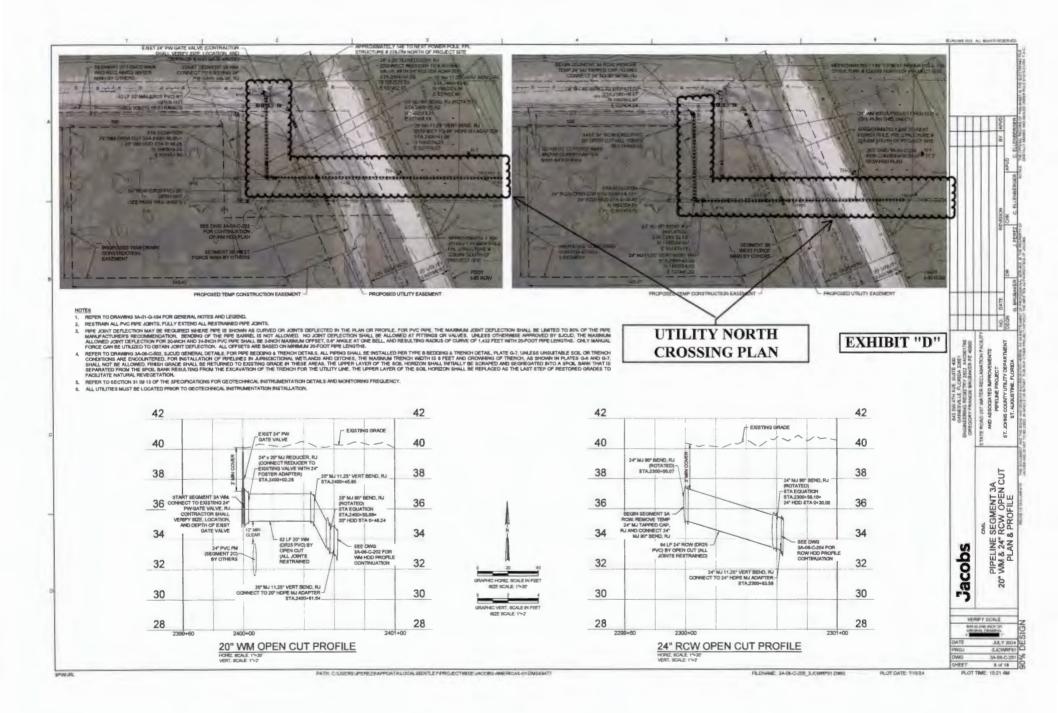


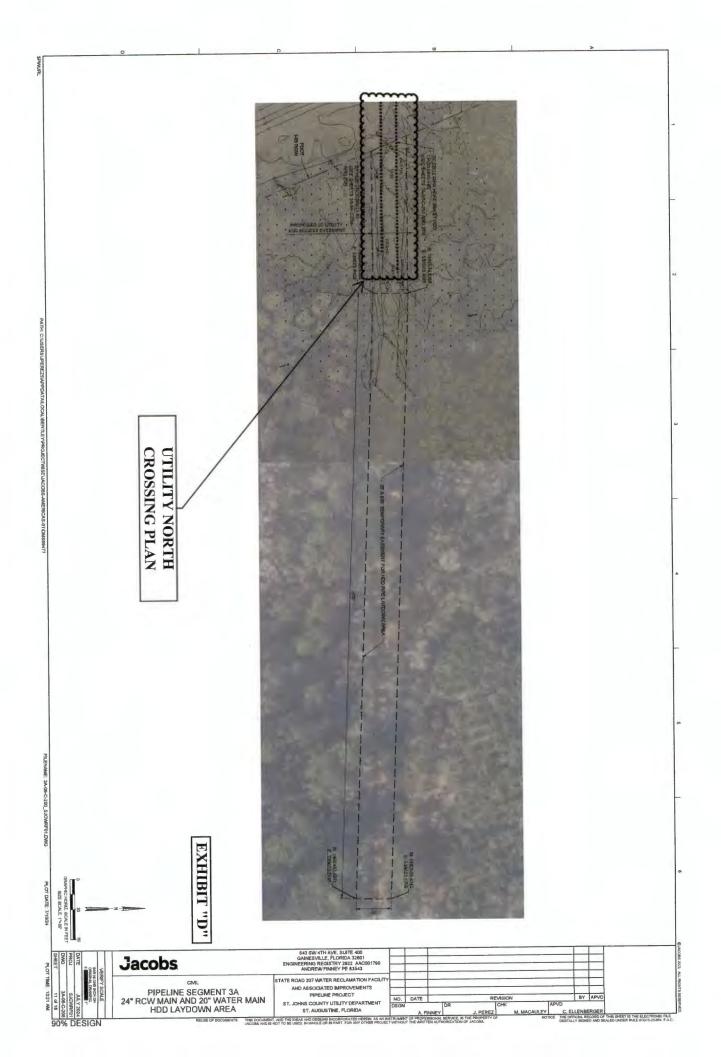
















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Detail by Entity Name

Florida Limited Liability Company HERITAGE DEVELOPMENT COMPANY OF NE FLORIDA LLC

Filing Information

Document Number	L16000063254	
FEI/EIN Number	81-2454345	
Date Filed	03/30/2016	
Effective Date	03/28/2016	
State	FL	
Status	ACTIVE	
Last Event	LC AMENDMENT	
Event Date Filed	06/09/2017	
Event Effective Date	NONE	
Principal Address		
200 Business Park Cir		
Ste 105		
Saint Augustine, FL 32095		
Changed: 06/01/2020		
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Mailing Address		
200 Business Park Cir Ste 105		
Saint Augustine, FL 32095		
Changed: 06/01/2020		
Registered Agent Name & Ad dress		
Ansbacher Law		
8818 Goodbys Executive Drive		
Suite 100		
Jacksonville, FL 32217		
Name Changed: 02/19/2024		
Address Changed: 05/01/2023		
Authorized Person(s) Detail		
Name & Address		

Title MGR

HERITAGE DEVELOPMENT GROUP LLC 200 Business Park Cir Ste 105 Saint Augustine, FL 32095

Annual Reports

Report Year	Filed Date
2022	04/30/2022
2023	05/01/2023
2024	02/19/2024

Document Images

02/19/2024 ANNUAL REPORT	View image in PDF format
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Detail by Entity Name Florida Limited Liability Company HERITAGE DEVELOPMENT GROUP, LLC Filing Information Document Number L17000123954 FEI/EIN Number 82-1802858 Date Filed 06/06/2017 Effective Date 06/01/2017 State FL ACTIVE Status Principal Address 200 Business Park Cir Ste 105 Saint Augustine, FL 32095 Changed: 06/01/2020 Mailing Address 200 Business Park Cir Ste 105 Saint Augustine, FL 32095 Changed: 06/01/2020 Registered Agent Name & Address Ansbacher Law 8818 Goodbys Executive Drive Suite 100 Jacksonville, FL 32217 Name Changed: 02/19/2024 Address Changed: 04/30/2022 Authorized Person(s) Detail Name & Address Title MGR

SHEE, CHRIS 200 Business Park Cir Ste 105 Saint Augustine, FL 32095

Title MGR

Zehner, Todd 200 Business Park Cir Ste 105 Saint Augustine, FL 32095

Annual Reports

Report Year	Filed Date
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2023	05/01/2023
2024	02/19/2024

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