

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
THOMAS M. JENKS, ESQ.  
GUNSTER, YOAKLEY & STEWART, P.A.  
225 WATER STREET, SUITE 1750  
JACKSONVILLE, FLORIDA 32202

### **Median Maintenance and Easement Agreement**

This Median Maintenance and Easement Agreement ("Agreement"), effective as of the 11<sup>th</sup> day of September 2020, is entered into between **Saint Johns Northwest Commercial Property Owners Association, Inc.**, a Florida Not for Profit Corporation ("SJNW Commercial") with its principal address at 475 W. Town Place, Suite 112, St. Augustine Florida 32092 and **Cascades at World Golf Village Homeowners' Association, Inc.**, a Florida Not for Profit Corporation ("Cascades") with its principal address at 5455 A1A South, Suite 3, St. Augustine, Florida 32080, regarding the following matters; with Cascades and SJNW Commercial jointly referred to herein as the "Parties" and singly as a "Party."

### **WITNESSETH**

**WHEREAS**, SJNW Commercial is the fee owner of WGV Boulevard (as more particularly described on Attachment A to this Agreement, "WGV Boulevard") pursuant to a Special Warranty Deed recorded at Official Record Book 1373, page 648 of the Public Records of St. Johns County, Florida (the "WGV Deed"); and

**WHEREAS**, attached to and incorporated into the WGV Deed there are certain restrictive covenants and easements which encumber WGV Boulevard and which include but are not limited to, access rights, maintenance obligations and architectural review requirements; and

**WHEREAS**, Cascades is the fee owner of North Legacy Trail as shown on the plat of Cascades at World Golf Village recorded in Map Book 54, at page 15 of the Public Records of St. Johns County pursuant to a Special Warranty Deed recorded in Official Records Book 3475, page 1246 of the Public Records of St. Johns County, Florida (the "Cascades Plat"); and

**WHEREAS**, southeasterly of the Cascades guard house on North Legacy Trail, there is an extension of North Legacy Trail which continues in a southeasterly direction beyond Tract MM as shown on the Cascades Plat, which extension of North Legacy Trail intersects with WGV Boulevard (referred to herein as the "North Legacy Extension") as shown on Attachments B-1 and B-2 to this Agreement; and

**WHEREAS**, the North Legacy Extension is partially located on the lands owned by SJNW Commercial described on Attachment A and shown on Attachment B-1, and partially located on lands owned by Cascades as described on pages 16 and 20 of the Cascades Plat and as shown on Attachment B-2.

**WHEREAS**, a median (the "Common Median") has been constructed on the North

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### Median Maintenance and Easement Agreement

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#### WITNESSETH

**WHEREAS**, SJNW Commercial is the fee owner of WGV Boulevard (as more particularly described on Attachment A to this Agreement, “WGV Boulevard”) pursuant to a Special Warranty Deed recorded at Official Record Book 1373, page 648 of the Public Records of St. Johns County, Florida (the “WGV Deed”); and

**WHEREAS**, attached to and incorporated into the WGV Deed there are certain restrictive covenants and easements which encumber WGV Boulevard and which include but are not limited to, access rights, maintenance obligations and architectural review requirements; and

**WHEREAS**, Cascades is the fee owner of North Legacy Trail as shown on the plat of Cascades at World Golf Village recorded in Map Book 54, at page 15 of the Public Records of St. Johns County pursuant to a Special Warranty Deed recorded in Official Records Book 3475, page 1246 of the Public Records of St. Johns County, Florida (the “Cascades Plat”); and

**WHEREAS**, southeasterly of the Cascades guard house on North Legacy Trail, there is an extension of North Legacy Trail which continues in a southeasterly direction beyond Tract MM as shown on the Cascades Plat, which extension of North Legacy Trail intersects with WGV Boulevard (referred to herein as the “North Legacy Extension”) as shown on Attachments B-1 and B-2 to this Agreement; and

**WHEREAS**, the North Legacy Extension is partially located on the lands owned by SJNW Commercial described on Attachment A and shown on Attachment B-1, and partially located on lands owned by Cascades as described on pages 16 and 20 of the Cascades Plat and as shown on Attachment B-2.

**WHEREAS**, a median (the “Common Median”) has been constructed on the North

Legacy Extension as shown on Attachments B-1, B-2 and C to this Agreement; and

**WHEREAS**, Cascades and SJNW Commercial deem it to be in their best interests to jointly and cooperatively maintain the Common Median shown in the manner set forth below.

**NOW THEREFORE**, for good and valuable consideration and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1.0 Obligations as to Common Median**

**1.1 By Cascades**. Cascades shall maintain the landscaping in the Common Median. Cascades acknowledges and agrees that such landscaping (including all hardscaping) shall at all times be subject to the covenants, conditions, restrictions and architectural controls applicable to similar medians located within WGV Boulevard.

**1.2 By SJNW Commercial**. SJNW Commercial shall continue to provide irrigation on and to the Common Median and shall be responsible for all maintenance, repair and replacement of the irrigation system serving the Common Median. Cascades shall provide SJNW Commercial with prompt written notice of any failure of the Irrigation System (as such term is herein defined), and SJNW Commercial shall in good faith commence appropriate repairs to the Irrigation System within fourteen (14) days following the date of such notice and thereafter diligently pursue such repairs to completion. SJNW Commercial shall have no responsibility or liability for any damaged landscaping or hardscaping arising as a result of the failure of the Irrigation System (i) in the event that Cascades fails to provide the foregoing notice of failure of the Irrigation system or (ii) in the event that Cascades provides such notice and SJNW Commercial shall good faith commence appropriate repairs to the Irrigation System within fourteen (14) days following the date of such notice and thereafter diligently pursue such repairs to completion.

## **2.0 Irrigation System and Landscaping Easements**

**2.1 Grant of Easement by Cascades**. The Parties acknowledge that an intake valve for the portion of SJNW Commercial's irrigation system (the "Irrigation System") serving the Common Median is located on Cascades' property (see red arrow marking location of Irrigation System intake valve on Attachment D hereto). In order to maintain, replace and repair the Irrigation System and provide irrigation pursuant to this Agreement, SJNW Commercial requires access to the intake valve as needed for repair, replacement, maintenance and control of the Irrigation System located within and servicing the Common Median. Accordingly, Cascades grants to SJNW Commercial a perpetual, non-exclusive access and maintenance easement over and across North Legacy Trail (as described by pages 16 and 20 the Cascades Plat) to access such intake valve for the day to day operations of the Irrigation System and for maintenance, repair and replacement of the Irrigation System. SJNW Commercial shall be permitted unrestricted access on and across said access and maintenance easement to perform improvements, maintenance, replacements and repairs to the Irrigation System and intake valve

as deemed reasonably necessary by SJNW Commercial. SJNW Commercial agrees to not interrupt Cascades residents and guests' access across North Legacy Trail without first securing the prior written consent of Cascades; excepting however, in the event of emergency repairs. If interruption of Cascades' residents and guests access shall become necessary due to emergency repairs or maintenance, such interruption shall be temporary in nature and designed to minimize any impediment to access across North Legacy Trail.

**2.2** **Grant of Easement by SJNW Commercial.** In order to maintain the landscaping and hardscaping on the entire Common Median, Cascades requires access to that portion of the Common Median located within WGV Boulevard. Accordingly, SJNW Commercial grants to Cascades a perpetual, non-exclusive access and maintenance easement over WGV Boulevard for the purpose of installing, maintaining, repairing and replacing landscaping (including hardscaping) within the portion of the Common Median located within WGV Boulevard.

**3.0** **Term.** The term of this Agreement shall be contemporaneous with the term the Cascades Declaration.

**4.0** **Miscellaneous.**

**4.1** Nothing contained herein shall limit in any manner the terms, conditions, restrictions or agreements related to WGV Boulevard or North Legacy Trail contained in the applicable PUD zoning ordinance, any applicable declaration of covenants and restrictions or any other agreement that is binding on the Parties, including without limitation, the WGV Deed.

**4.2** Each Party shall bear and promptly pay all costs related to their respective obligations arising under this Agreement.

**4.3** In the event the surface of any portion of the property subjected to an easement by this Agreement (the "Easement Areas") shall be disturbed by a Party in the performance of such Party's obligations hereunder, such area shall be restored to substantially the condition in which it existed as of the commencement of such activity.

**4.4** All remaining right, title and interest to the Easement Areas are reserved to the fee owners named herein, and holders of easement rights created by this Agreement shall not assign or grant such easement rights to any other party without the prior written consent of the fee owner of such property.

**4.5** The Parties to this Agreement each represent to the other that such Party has the full right, title and authority to enter into this Agreement.

**4.6** In the event of default by a Party under the terms of this Agreement (a "Default"), the non-defaulting Party may seek any and all remedies permitted by law or at equity.

**4.7** In the event of any Default, neither Party shall be liable to the other Party for any indirect, punitive, special, consequential or incidental damages whatsoever.

**4.8** In the event of a dispute between the Parties' regarding the enforcement or

interpretation of this Agreement, the prevailing Party in such dispute shall be entitled to reasonable attorney's fees and costs, whether incurred in preparation for trial, at trial or on appeal.

**4.9** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any such proceedings shall be in the courts of St. Johns County, Florida.

**4.10** Notice provided hereunder shall be to the Parties and at the addresses set forth above by hand delivery, by nationally recognized overnight courier or by registered US Mail, where signature is required upon receipt. A Party may change its address by giving written notice to the other Party as provided in this Section 4.10.

**4.11** This Agreement may not be modified, amended or terminated except in a writing signed by each Party hereto.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date and year first above written.

**[Signatures begin on next page]**







Attachment A

WGV BOULEVARD

A PART OF SECTIONS 10, 43 AND 44 TOGETHER WITH A PART OF THE ANTONIOHUERTASGRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 475.00 FEET; THENCE NORTH 49°24'42" WEST, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 702.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°23'58" WEST AND A CHORD DISTANCE OF 633.17 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE



BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2600.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 409.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09 °12'18" WEST AND A CHORD DISTANCE OF 409.39 FEET TO THE END OF SAID CURVE; THENCE NORTH 77°57'05" EAST, A DISTANCE OF 50.46 FEET; THENCE NORTH 14°27'25" WEST, A DISTANCE OF 100.09 FEET; THENCE NORTH 77°57'04" EAST, A DISTANCE OF 25.01 FEET; THENCE NORTH 13°29'58" WEST, A DISTANCE OF 100.03 FEET; THENCE SOUTH 77°57'04" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 12°31'49" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 77°57'05" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°46'20" WEST AND A CHORD DISTANCE OF 57.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°29'43" WEST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 561.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°35'09" EAST AND A CHORD DISTANCE OF 554.00 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 196.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°09'22" EAST AND A CHORD DISTANCE OF 195.50 FEET TO THE END OF SAID CURVE; THENCE SOUTH 54°21'18 " EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 730.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 470.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 54°07'01" EAST AND A CHORD DISTANCE OF 462.59 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 870.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66 °37'24" EAST AND A CHORD DISTANCE OF 180.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 60°39'29" EAST, A DISTANCE OF 118.25 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 193.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°17 '43" EAST AND A CHORD DISTANCE OF 180.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°14'56" EAST, A DISTANCE OF 167.91 FEET; THENCE NORTH 44°45'04" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 45°14'56" WEST, A DISTANCE OF 257.40 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

43°37'09" WEST AND A CHORD DISTANCE OF 224.40 FEET TO THE END OF SAID CURVE; THENCE SOUTH 59°31'58" WEST, A DISTANCE OF 470.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1363.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°01'08" WEST AND A CHORD DISTANCE OF 1277.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°29'43" EAST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 6100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°01'28" EAST AND A CHORD DISTANCE OF 325.56 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 430.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°37'17" EAST AND A CHORD DISTANCE OF 429.88 FEET TO THE POINT OF ANOTHER REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 858.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°23'58" EAST AND A CHORD DISTANCE OF 773.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°53'25" EAST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 517.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°21' 20" EAST AND A CHORD DISTANCE OF 506.98 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2922.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 397.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°42'21" EAST AND A CHORD DISTANCE OF 397.00 FEET TO THE END OF SAID CURVE; THENCE SOUTH 41°48'12" EAST, A DISTANCE OF 375.77 FEET; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 475.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°30'06" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF CUSP OF A CURVE, SAID POINT ALSO BEING IN THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY; THENCE NORTH 44°29'54" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 18.86 ACRES MORE OR LESS.

# Attachment B-1





Attachment B-2



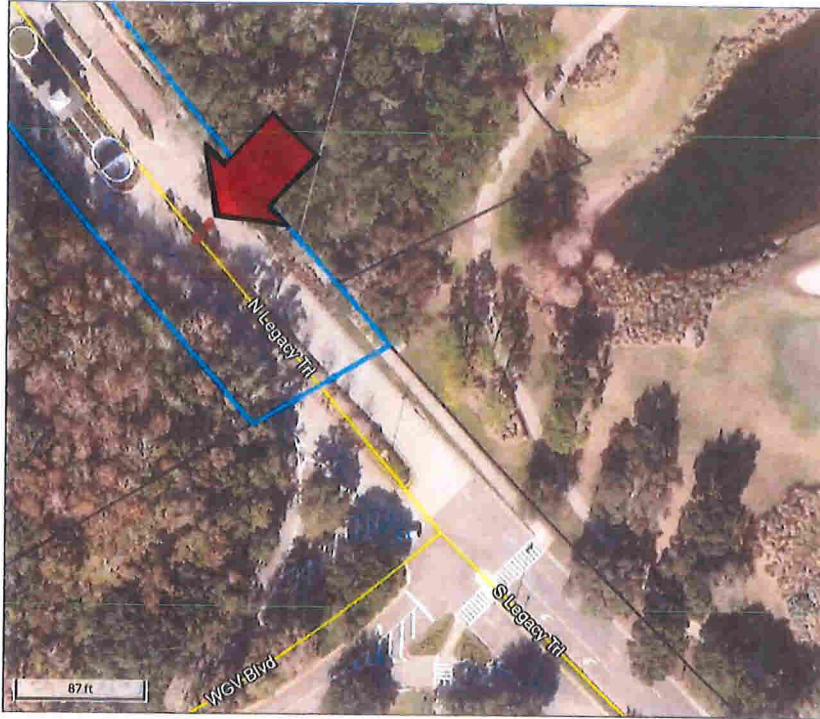
# Attachment C



COMMON MEDIAN



## Attachment D



Parcel ID	0292210001	Physical Address	100 N LEGACY TRL SAINT AUGUSTINE	Building Value	N/A	Last 2 Sales			
Property Class	0900	Mailing Address	CASCADES WGV HOMEOWNERS ASSN	Extra Feature Value	N/A	Date	Price	Reason	Qual
Taxing District	County		400 N LEGACY TRL SAINT AUGUSTINE FL 32092-0000	Total Land Value	N/A	n/a	0	n/a	n/a
Acres	67.44			Just Value	N/A	n/a	0	n/a	n/a
				Total Deferred Assessed Value	N/A				
				Total Exemptions	N/A				
				Taxable Value	N/A				

IRRIGATION SYSTEM VALVE