

RESOLUTION NO. 2003-30

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, VENETIAN HOLDINGS, A FLORIDA LIMITED LIABILITY CORPORATION AND THE PANTRY INC, A FLORIDA CORPORATION REGARDING ACCESS ISSUES RELATED TO THE FUTURE CONSTRUCTION OF THE 312 EXTENSION.

WHEREAS, the County in conjunction with the State of Florida Department of Transportation proposes to construct State Road No. 312 Extension at some time in the future, and

WHEREAS, in order to provide for future access to the 312 Extension, Venetian, Pantry and the County have made this Right-of-Way Agreement, and

WHEREAS, this Agreement is attached as **Exhibit "A"** hereto and incorporated herein by reference, and

WHEREAS, this Agreement is for transportation purposes, which are in the public and community interest and are supportive of the public welfare,

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

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 Agreement is hereby approved in the form attached hereto and the County Administrator is hereby authorized to execute said Agreement.

Section 3. A certified copy of this Resolution and an executed copy of the Agreement shall be forwarded forthwith to the Clerk of the Board, Venetian Holding, and the Pantry Inc.

PASSED AND ADOPTED, this 18th day of February, 2003.

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

By: James L. Bryant
James Bryant, Chairman

ATTEST:

Cheryl Strickland, Clerk

Patricia DeGrande
Deputy Clerk

RENDITION DATE 02-18-03

RIGHT -OF-WAY AGREEMENT

This Right-of-Way Agreement ("Agreement") is entered into this 17th day of March, 2007, by Venetian Holdings LLC, a Florida Limited Liability Corporation ("Venetian"), having an address of 238 West King Street, St. Augustine, Florida 32084, The Pantry Inc. ("Pantry"), a Florida Corporation, authorized to do business in Florida, and St. Johns County, Florida, ("County"), a political subdivision of the State of Florida.

1. As noted on Exhibit A, which is attached hereto, and incorporated herein, Venetian and Pantry agree to relocate, at its expense, that portion of the driveway access on its property to the future SR 312 extension at such time as the SR 312 extension is completed. Such relocated driveway access shall be relocated as far northerly as is practicable on Venetian's property.

2. As it relates to operable aspects of this Agreement, and provided the County is not in default under this Agreement, Venetian and Pantry shall hold the County harmless from any claims or damages, or losses arising out of, or attributable to the County, its employees, agents, and officials, except those claims, damages or losses attributable to the wrongful or negligent acts or omissions of the County, its employees, agents or officials. By way of illustration, but not of limitation, Venetian and/or Pantry shall not make a business damage claim against the County, nor shall Venetian and/or Pantry make a claim against the County concerning the construction costs for installing the new proposed driveway access.

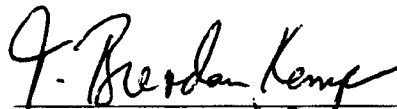
3. The County shall construct the new driveway access up to the westerly edge of the County's designated rights-of-way and the Venetian easterly property line, and Venetian/Pantry shall connect thereto, which is noted and depicted on attached and incorporated **Exhibit A**. For the purposes of construction, Venetian/Pantry shall grant to the County a temporary construction easement that will permit access to the property to complete the construction work. The relocated driveway access and directional left-turn lane shall be designed and constructed at a reasonable elevation, length and width so as to not (i) adversely affect the businesses on the Venetian/Pantry property; or (ii) increase Venetian's and Pantry's construction costs to reconnect the relocated driveway access, beyond that which is required by State and County rules and regulations to maintain and preserve safety and traffic flow.

4. Venetian/Pantry agrees to allow the County to relocate utilities (including, but not limited to water and sewer) running across or under the proposed new right-of-way, provided such utility relocation is at the same level of service as existed prior to the relocation and further provided there is no interruption of service. Such relocation, if necessary, shall be at the sole cost and expense of the County. After such relocation, the County shall restore Venetian/Pantry's property to a condition similar to that which existed prior to the relocation.

5. This Agreement is conditioned upon the County providing at its expense, a right-in/right-out new driveway access, including a directional left turn lane (north bound) at the same time the new SR 312 extension is constructed and completed. **Exhibit "B"** attached hereto, and incorporated by reference, provides a general reference as to a possible design envisioned by the parties. In the event the County does not provide the new driveway access as referenced and detailed above, then this Agreement shall be null and void.

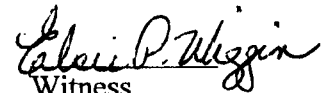
6. This Agreement shall be binding upon the parties for a period of ten (10) years from the complete execution of this document, or December 31, 2012, whichever date is earlier.

7. This Agreement shall not be effective unless executed by all parties, meaning Venetian, Pantry, and St. Johns County. Signatories shall be duly authorized representatives with the power to bind their respective party. All successors and assigns of the parties shall be bound by the terms herein. This Agreement may not be modified and/or revised in way, or manner, except in writing, and properly executed by all parties (Venetian, Pantry, and St. Johns County).

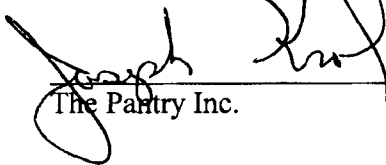


Venetian Holdings LLC Managing Member

12/31/02
Date

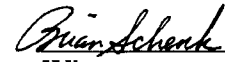


Witness

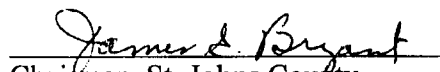


The Pantry Inc.

12/23/02
Date

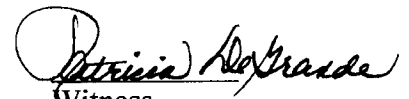


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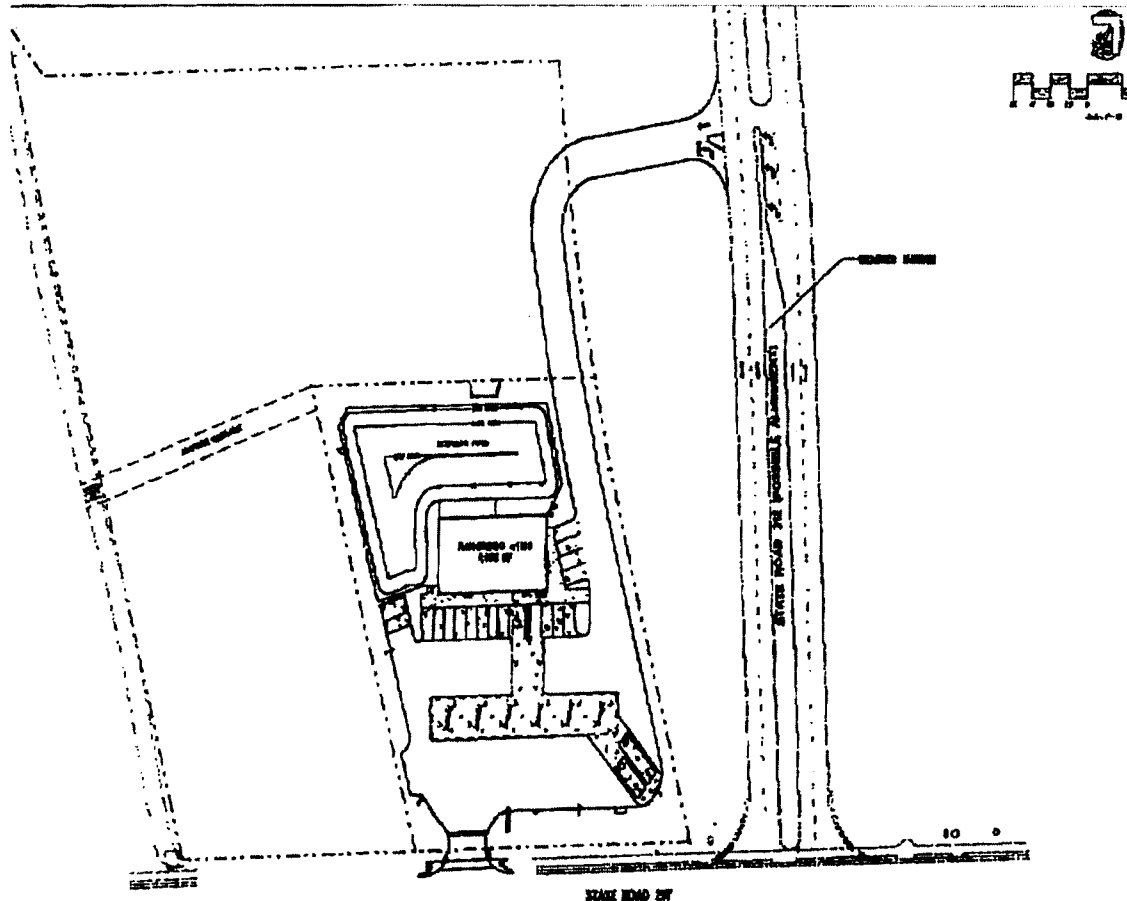
Chairman, St. Johns County
Board of County Commissioners

3-17-03
Date



Witness

Exhibit "A"





	Date: _____ Drawn by: _____ Checked by: _____ Scale: 1/8" = 1'-0" No. 10	 THE FENTRY, INC. ENGINEERS AND ARCHITECTS 1111 N. 10th Street Oklahoma City, Oklahoma 73102	Kangaroo  S.R. 207 / S.R. 312 The Fentry, Inc.	ROBERT M. STEWART	
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Exhibit "B"

