

RESOLUTION NO. 2014- 247

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES, FOR RIGHT-OF-WAY REQUIRED FOR THE RACE TRACK ROAD WIDENING.

RECITALS

WHEREAS, Winslow Farms Ltd., owns 1.842 acres of property that St. Johns County (County) requires to four-lane Race Track Road and the County has 1.842 acres of right-of-way it can exchange for this property not required for the widening; and

WHEREAS, the County will convey property to Winslow Farm, Ltd., by County Deed, attached hereto as Exhibit "A," incorporated by reference and made a part hereof. Winslow Farm Ltd., has sent written request to remove the Mineral Reservation from the County Deed, attached hereto as Exhibit "B," incorporated by reference and made a part hereof; and

WHEREAS, Winslow Farms, Ltd., will convey the property to the County by Special Warranty Deed, attached hereto as Exhibit "C," incorporated by reference and made a part hereof; and

WHEREAS, a Declaration of Temporary Easement, attached hereto as Exhibit "D," incorporated by reference and made a part hereof, is required for operation, maintenance and ultimately, the removal of the road. Once the widening is constructed then this easement will terminate; and

WHEREAS, approval of this property exchange and easement will allow for the future construction of this part of Race Track Road to be completed.

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

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

Section 2. The Board of County Commissioners hereby approves the exchange of the properties for the future construction of Race Track Road for this area.

Section 3. The County Deed is approved for execution by the Chair, or designee, and the Clerk is instructed to record the original County Deed in the Public Records of St. Johns County, Florida.

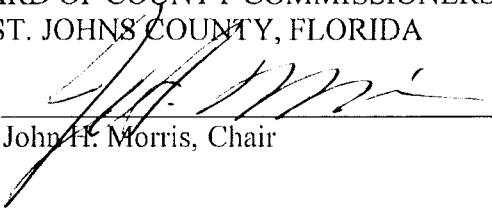
Section 4. The Special Warranty Deed and the Declaration of Temporary Easement, attached hereto, conveying the exchanged property to St. Johns County, are hereby approved and

the Clerk is instructed to record the original Special Warranty Deed and Declaration of Temporary Easement in the Public Records of St. Johns County, Florida.

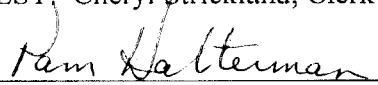
Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16 day of September, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 9/18/14

EXHIBIT "A" TO RESOLUTION

This Instrument Prepared By:
Debbie Taylor
St. Johns County Land Management Systems
500 San Sebastian View
St. Augustine FL 32084

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, this _____ day of _____, 2014, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine FL 32084, hereinafter "Grantor", to **WINSLOW FARMS, LTD.**, a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and mailing address of which is) 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32082, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH;

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF (THE "PROPERTY")

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

THIS DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises which may fall within any public street, way or alley;

- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.

IN WITNESS WHEREOF the St. Johns County Board of County Commissioners has caused the presents to be executed in its name by its Chair the day and year aforesaid.

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

By: _____
John H. Morris, Chair

ATTEST: Cheryl Strickland, Its Clerk

By: _____
Its Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, John H. Morris, the Chair of the Board for St. Johns County Board of County Commissioners, on behalf of the Board. He is personally known to me.

Notary Public State of Florida
My Commission Expires: _____

MAP SHOWING

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6 (ALSO BEING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY); THENCE SOUTH 01°18'46" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 289.89 FEET TO AN INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND TO A POINT ON A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1178.80 FEET, AN ARC DISTANCE OF 303.72 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°26'44" WEST, 302.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: THENCE SOUTH 43°03'51" WEST, 1000.15 FEET TO THE POINT OF BEGINNING; COURSE NO. 3: CONTINUE SOUTH 43°03'51" WEST, 222.01 FEET; COURSE NO. 4: SOUTH 67°46'00" WEST, 110.07 FEET; COURSE NO. 5: SOUTH 43°03'51" WEST, 157.58 FEET TO A POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 6: SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1012.35 FEET, AN ARC DISTANCE OF 713.28 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°14'57" WEST, 698.62 FEET TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 781.00 FEET, AN ARC DISTANCE OF 885.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°06'38" EAST, 838.90 FEET; THENCE NORTH 34°37'35" EAST, 373.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.842 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SOUTH 01°18'46" EAST.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE CLARY & ASSOC. MAP FILE NO. T5S-328

LEGEND

- R\W = RIGHT-OF-WAY
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- ORV = OFFICIAL RECORDS VOLUME
- PB = PLAT BOOK
- PG(S) = PAGE(S)
- L = ARC LENGTH
- T = TANGENT
- R = RADIUS
- CH = CHORD
- Δ = DELTA

SHEET 2 OF 2

JOB NO. 2014-215
 DRAFTER WEA
 DATE 05/16/2014
 SCALE 1"=200'

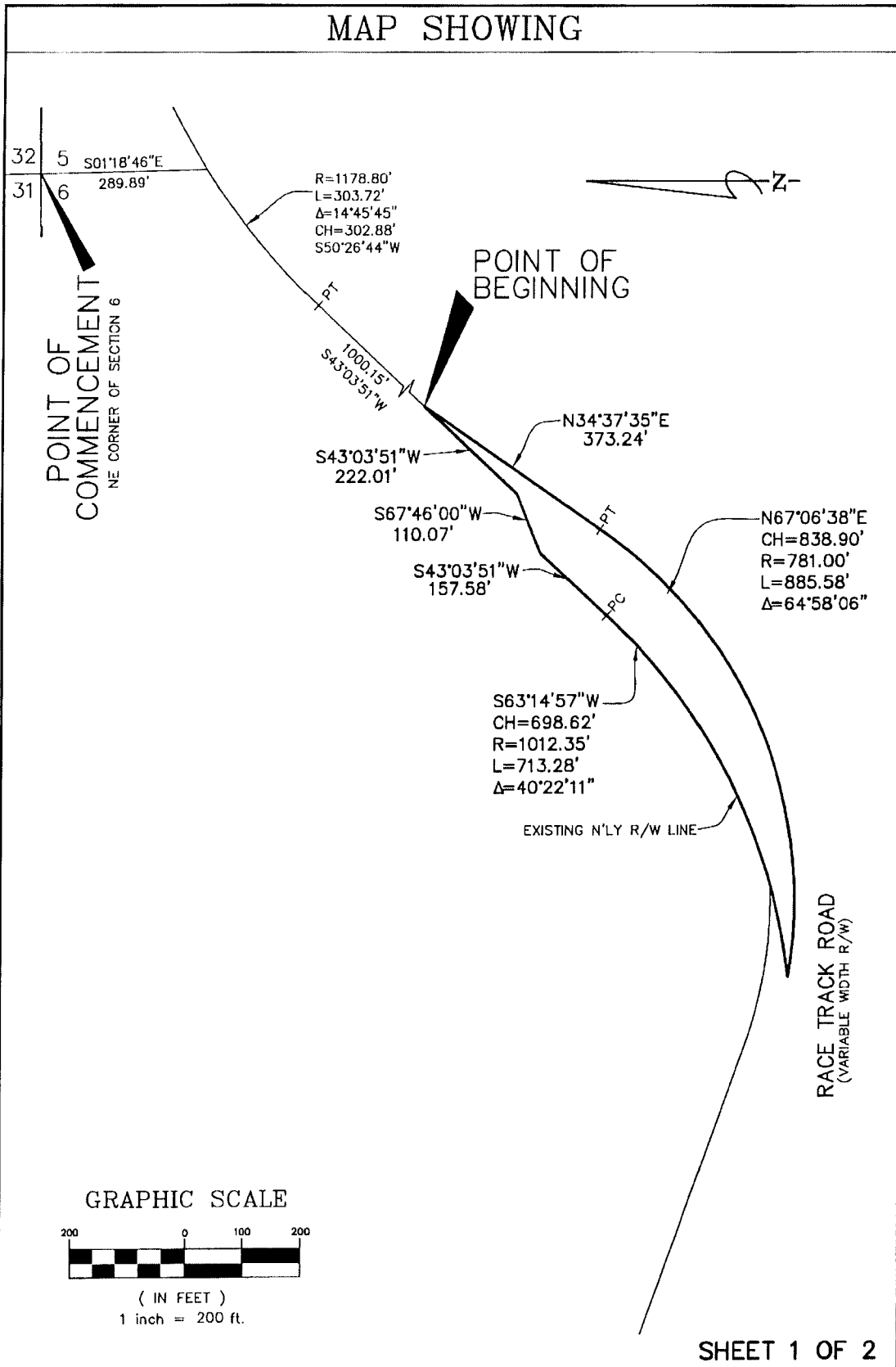
THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).



CHECKED BY: GREGORY B. CLARY, P.S.M. CERT. NO. 3377

MAP SHOWING



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

SHEET 1 OF 2

JOB NO. 2014-215
DRAFTER WEA
DATE 05/16/2014
SCALE 1"=200'

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 380-2703
WWW.CLARYASSOC.COM

CHECKED BY:

GREGORY B. CLARY, P.S.M. CERT. NO. 3377

EXHIBIT "B" TO RESOLUTION

COPYRIGHTED MATERIAL
UNLAWFUL TO REPRODUCE

ATTORNEYS AT LAW
Wagoner, Anderson, Girma, & Information, LLC
1101 N. Bay Street, Suite 1000
Tampa, Florida 33602-1000
Tel: 813.229.7000 | Fax: 813.229.1400
www.wagonerlaw.com

Joel B. Giles
(813) 229-4360 Direct Dial
jgiles@CFJBLaw.com

August 8, 2014

ARL 11
11:00 AM
1000 Avenue
Miami
Miami, FL
33131
Tel: 305.555.1234
www.ari.com

**Via U.S. Mail and
e-mail**

Ms. Debbie Taylor
St. Johns County Land Management Systems
500 San Sebastian View
St. Augustine, Florida 32084

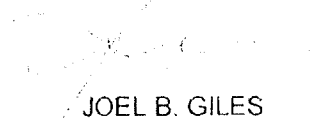
Re: St. Johns County, Florida/Winslow Farms, Ltd.

Dear Debbie:

With regard to the attached form of County Deed to be given by St. Johns County, Florida, to Winslow Farms, Ltd., please consider this a formal request that the County waive the rights to entry and surface exploration associated with the mineral rights reservation in the form. Obviously, surface exploration for minerals on this property is highly impractical, but the reservation of the right to do so still would render the property virtually worthless. Consequently, I shall very greatly appreciate favorable consideration of this request. Please call me if you have any questions about it.

Sincerely,

CARLTON FIELDS JORDEN BURT, P.A.


JOEL B. GILES

Enc.

c: Arthur E. Lancaster (via e-mail)
John T. Dodson, III (via e-mail)

EXHIBIT "C" TO RESOLUTION

Recording _____
Doc. stamps: _____
Int. tax: _____
TOTAL: _____

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:
Joel B. Giles, Esquire
Florida Bar No.: 0350591
Carlton Fields, P.A.
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
(813) 223-7000
(813) 229-4133 (Facsimile)
jgiles@CFJBlaw.com

Grantee's TIN: _____
Parcel No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is given this ____ day of August, 2014, by **WINSLOW FARMS, LTD.**, a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32082, ("Grantor") to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida with its principal place of business at (and the mailing address of which is) 500 San Sebastian View, Attention: Real Estate Department, St. Augustine, Florida 32084, ("Grantee").

WITNESSETH:

THAT GRANTOR, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and legal sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, and sold to Grantee, and Grantee's successors and assigns forever, all of the real property in St. Johns County, Florida, described in Exhibit "A," which is attached hereto and, by this reference, made a part hereof, (the "Property");

TOGETHER with (i) all and singular, the benefits, rights, privileges, easements, tenements, hereditaments, and other appurtenances pertaining to the Property, if any, and (ii) all improvements of whatever kind, character, or description to or on the Property, if any;

SUBJECT TO ad valorem taxes for the year 2014 (which became a lien on the Property as of January 1, 2014) and any other taxes or assessments levied or assessed against the Property subsequent to the date hereof; matters arising prior to the date of Grantor's acquisition of the Property; and easements, covenants, conditions, restrictions, and other such matters of record arising subsequent to the date of Grantor's acquisition of the Property (collectively, the "Permitted Exceptions");

This conveyance of unencumbered real property is made for no consideration and, under Rule 12B-4.014(2)(b) of the Rules of the Florida Department of Revenue, requires only the payment of the minimum documentary stamp tax.

TO HAVE AND TO HOLD the same in fee simple forever; and

GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that, subject to the Permitted Exceptions, it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through, or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the day and year first above written.

WITNESSES:

WINSLOW FARMS, LTD.

By: WINSLOW FARMS, INC.,
its sole General Partner

(Sign on this line.)

(Print name legibly on this line.)

By: _____
ARTHUR E. LANCASTER,
its Vice President

(Sign on this line.)

(Print name legibly on this line.)

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this ____ day of August, 2014, by ARTHUR E. LANCASTER, as Vice President of WINSLOW FARMS, INC., a corporation organized and existing under the laws of the State of Florida, as sole General Partner of WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has produced _____ as identification.

(Sign on this line.)

(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

MAP SHOWING

A PORTION OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 78080-2403, DATED APRIL 1, 1964), AND THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF RACETRACK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 83°00'39" EAST, ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 681.53 FEET TO THE END OF THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF RACE TRACK ROAD; THENCE EASTERLY, NORTHEASTERLY, AND SOUTHERLY, ALONG THE EXISTING NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 88°19'04" EAST, 270.00 FEET; COURSE NO. 2: SOUTH 01°40'56" WEST, 17.00 FEET; COURSE NO. 3: SOUTH 88°19'04" EAST, 135.31 FEET TO THE POINT OF BEGINNING; COURSE NO. 4: CONTINUE SOUTH 88°19'04" EAST, 155.37 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 5: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET, AN ARC DISTANCE OF 450.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°05'15" EAST, 448.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 6: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET, AN ARC DISTANCE OF 450.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°05'15" EAST, 448.33 FEET; THENCE NORTH 88°19'04 WEST, 1041.97 FEET; THENCE SOUTH 01°40'56" WEST, 134.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.842 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE N'LY R/W LINE OF RACE TRACK ROAD, AS SOUTH 88°19'04" EAST.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE CLARY & ASSOC. MAP FILE NO. T5S-328

LEGEND

R\W = RIGHT-OF-WAY
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 ORV = OFFICIAL RECORDS
 VOLUME
 PB = PLAT BOOK
 PG(S) = PAGE(S)
 L = ARC LENGTH
 T = TANGENT
 R = RADIUS
 CH = CHORD
 Δ = DELTA

SHEET 2 OF 2

JOB NO. 2014-216
 DRAFTER WEA
 DATE 05/29/2014
 SCALE 1"=300'

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

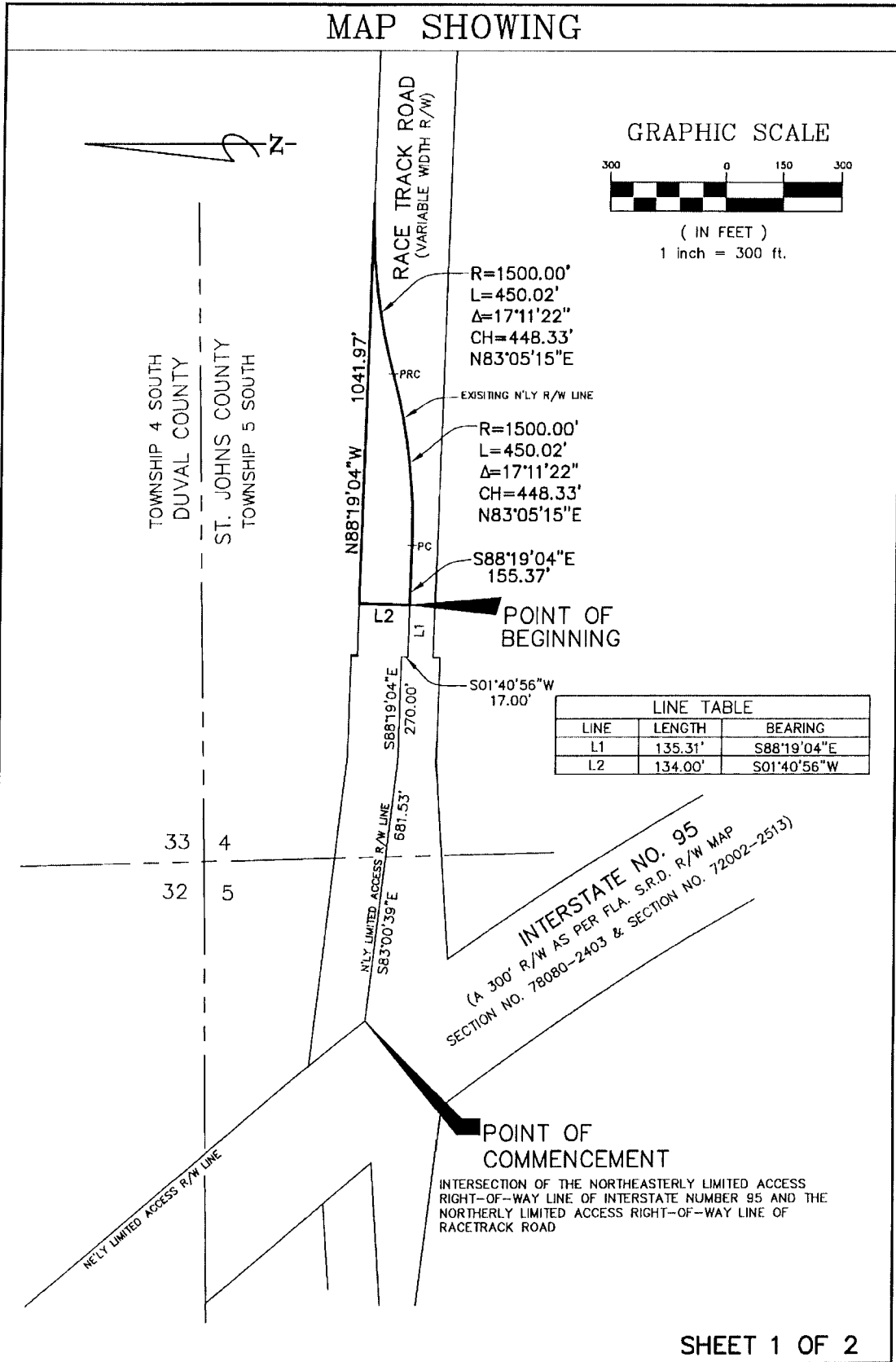
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CHECKED BY:

GREGORY B. CLARY, P.S.M. CERT. NO. 3377

MAP SHOWING



SHEET 1 OF 2

JOB NO. 2014-216
 DRAFTER WEA
 DATE 05/29/2014
 SCALE 1"=300'

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3030 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 260-2703
 WWW.CLARYASSOC.COM

CHECKED BY: GREGORY B. CLARY, P.S.M. CERT. NO. 3377

EXHIBIT "D" TO RESOLUTION

Recording: _____
Doc. stamps: _____
Int. tax: _____
TOTAL: _____

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

Joel B. Giles, Esquire
Florida Bar No.: 350591
CARLTON FIELDS JORDEN BURT, P.A.
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5736
(813) 223-7000
(813) 229-4133 (Facsimile)
jgiles@CFJBlaw.com

DECLARATION OF TEMPORARY EASEMENT

THIS DECLARATION OF TEMPORARY EASEMENT (this "Declaration") is made as of the _____ day of _____, 2014, (the "Effective Date") by **BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, The Uniform Community Development District Act of 1980, as amended, and established by Ordinance Number 2000-451-E of the Board of County Commissioners of Duval County, Florida, the mailing address of which is c/o District Manager, Governmental Management Services, LLC, Attention: Jim Oliver, 14785-4 St. Augustine Road, Jacksonville, Florida 32258, (the "CDD") to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida the mailing address of which is 500 San Sebastian View, St. Augustine, Florida 32084, ("St. Johns County") in reference to the following facts:

(A) The CDD is the owner of the real property in St. Johns County, Florida, more particularly described in Exhibit "A," which is attached hereto and, by this reference, made a part hereof, (the "Easement Property").

(B) The CDD desires to declare, establish, grant, convey, and reserve to and for St. Johns County, and St. Johns County's successors and assigns, temporary easements for the operation and maintenance and, ultimately, the removal of a public road and associated public utilities; for the use of such road by the general public; and for ingress, egress, and access upon, over, and across the Easement Property for such purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Declaration, Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. **Recitals.** The statements contained in the recitals of fact set forth above (the “Recitals”) are true and correct and the Recitals are, by this reference, made a part of this Declaration.

2. **Exhibits.** The exhibits attached to this Declaration are, by this reference, made a part of this Declaration.

3. **Definitions and Abbreviation.** The following terms are used in this Declaration as defined in this Section 3:

(a) The terms defined in the preamble of this Declaration are used in this Declaration as defined therein.

(b) The terms defined in the Recitals are used in this Declaration as defined therein.

4. **Declaration of Temporary Easements for Operation and Maintenance of Public Road and for Ingress, Egress, and Access.** The CDD hereby declares, establishes, grants, conveys, and reserves to and for the benefit of St. Johns County, and St. Johns County’s successors and assigns, temporary easements upon, over, and across the Easement Property for the purposes of: (a) the operation and maintenance and, ultimately, the removal of a public road and associated public utilities; (b) the use of such road by the general public; (c) pedestrian and vehicular ingress, egress, and access for purposes of such operation and maintenance and removal; and (d) other purposes incidental to the foregoing, but for no other purposes whatsoever.

5. **St. Johns County’s Covenants.** St. Johns County, by the acceptance and use of the easements hereby granted, covenants and agrees to indemnify the CDD and hold the CDD harmless from and against any and all claims, demands, liabilities, losses, costs, or expenses arising from personal injuries or property damage resulting from St. Johns County’s or the general public’s use of the Easement Property. The foregoing obligation to indemnify the CDD and hold the CDD harmless shall survive any termination of this Declaration or the easements created hereby.

6. **Termination of Easement.** The road on the Easement Property, a segment of Race Track Road, is being reconstructed in such a way that, on the completion of the reconstruction, this segment of Race Track Road no longer will be located on the Easement Property and, consequently, the easements created hereby no longer will be needed. At such time as this segment of Race Track Road is reconstructed and relocated, such that Race Track Road is no longer located on the Easement Property, and this segment of Race Track Road, as reconstructed and relocated, is accepted by St. Johns County, the easements hereby granted upon, over, and across Easement Property shall terminate. Notwithstanding any provision or implication of this Declaration to the contrary, as between the CDD and St. Johns County, St. Johns County shall be responsible for the timely removal of this segment of Race Track Road, and any associated public utilities, from the Easement Property.

7. **Priority Over Liens.** The easements and other rights granted St. Johns County under this Declaration have priority over and are superior to any mortgages or other liens (excluding the lien for ad valorem real property taxes) that may encumber the Easement Property or any part thereof, and in no event shall the foreclosure of any mortgage or other lien encumbering all or any part of the Easement Property or any conveyance in lieu of foreclosure of any such mortgage or other lien terminate any easements and other rights granted St. Johns County under this Declaration. The CDD represents and warrants to St. Johns County that no mortgage or other lien (excluding the lien for ad valorem real property taxes not yet due and payable) encumbers the Easement Property or any part thereof, and the CDD shall not grant or permit the granting of any mortgage or other lien on the Easement Property or any part thereof prior to the recordation of this Declaration in the public records of St. Johns County, Florida.

8. **Running of Benefits and Burdens.** The provisions of this Declaration and all easements established hereby shall constitute covenants running with, and shall be appurtenant to, the land affected. All provisions of this Declaration and all easements established hereby shall inure to the benefit of and be binding upon any party which has, or obtains, an interest in the Easement Property. References herein to the "CDD" and "St. Johns County" shall refer to the CDD or St. Johns County and their respective successors and assigns, as the case may be.

9. **Not a Public Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Easement Property to the general public, it being the intention of the parties that this Declaration and the grant and reservation set forth herein shall be strictly limited to and for the purposes herein expressed.

10. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Declaration become illegal, null, or void for any reason or are held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

11. **Enforcement.** In the event of any violation or threatened violation of the provisions of this Declaration, the aggrieved party shall have the right to seek to enjoin such violation or threatened violation in a court of competent jurisdiction, in addition to any other remedies available at law or in equity, and the prevailing party in any action or proceeding shall recover from the other party any attorneys' fees and costs incurred in such action or proceeding, including, without limitation, attorneys' fees and costs in any trial, appellate, bankruptcy, and post-judgment proceedings.

12. **Entire Agreement; Amendment.** This Declaration contains all of the agreements and understandings of the parties with respect to the subject matter hereof. This Declaration may not be modified or amended in any respect whatsoever, or rescinded, in whole or in part, except with the consent of the CDD, St. Johns County, and WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, ("Winslow") and then only by a written instrument duly executed and acknowledged by the CDD, St. Johns County, and Winslow duly recorded in the public records of St. Johns County, Florida. Any owner of all or any portion of the Easement Property other than the CDD hereby is put on notice that this instrument may be modified or amended, for the purposes of complying

with the requirements of any development order applicable generally to the Bartram Park Development of Regional Impact or specifically to the Easement Property, or subordinated, released, or rescinded without the necessity of obtaining its consent. In addition to any other rights reserved herein, there is reserved to the CDD the right to amend this Declaration without the joinder and consent of any owner of all or any portion of the Easement Property other than the CDD or any other party for the purpose of:

(a) correcting scrivener's errors; and/or

(b) complying with the laws, ordinances, rules, and regulations of the United States, the State of Florida, St. Johns County, and any other governmental authority having jurisdiction over the Easement Property.

13. **Governing Law.** This Declaration will be governed by and construed in accordance with the laws of the State of Florida.

(Signatures appear on following pages.)

IN WITNESS WHEREOF, the Parties have executed this Declaration, and shall be deemed to have executed the same, as of the day and year first above written.

WITNESSES:

CDD:

(Sign on this line.)

BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT,

(Print name legibly on this line.)

By: _____

(Sign on this line.)

(Print name legibly on this line.)

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, The Uniform Community Development District Act of 1980, as amended, and established by Ordinance Number 2000-451-E of the Board of County Commissioners of Duval County, Florida, who is personally known to me or has shown _____ as identification.

(Sign on this line.)

(Print name legibly on this line.)

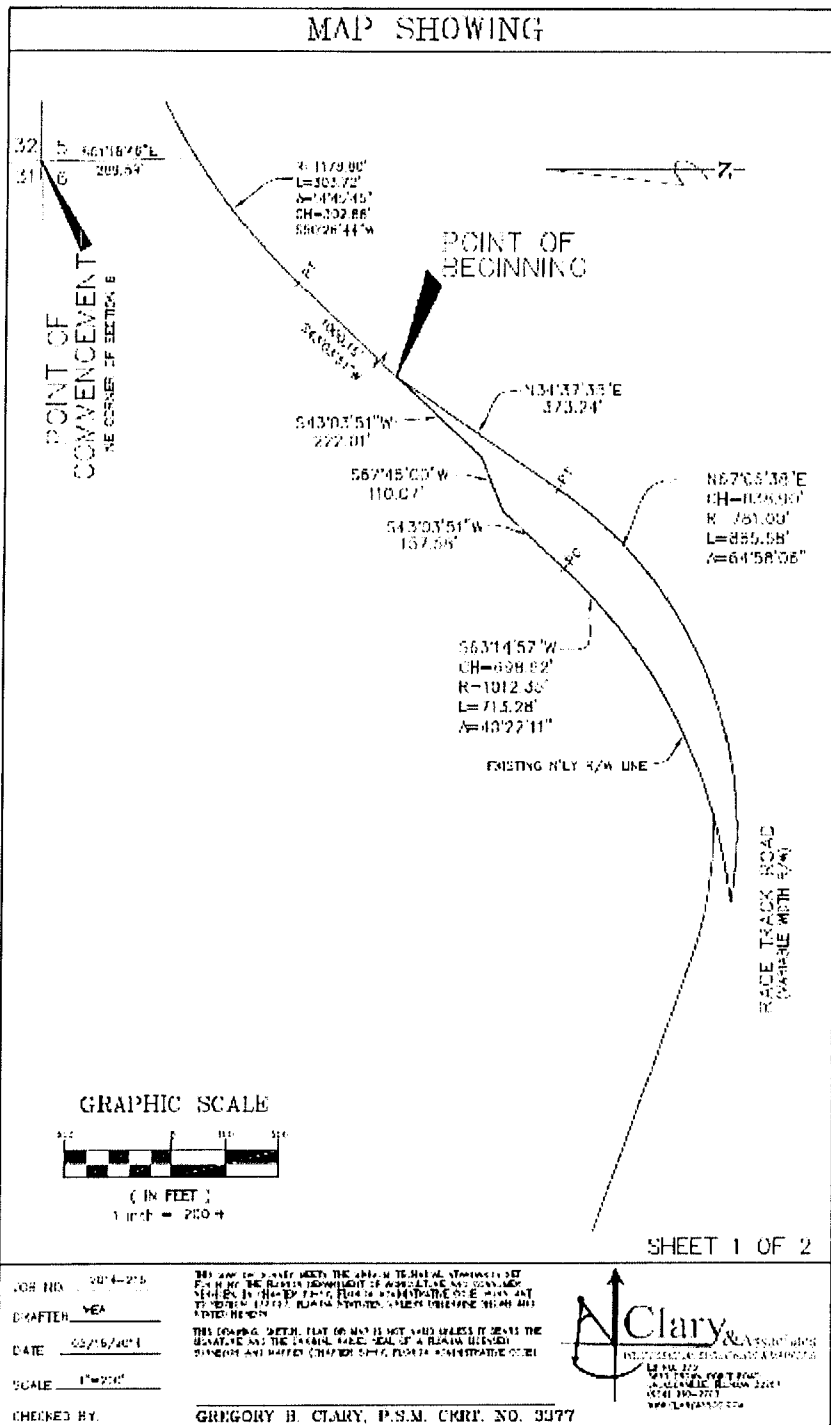
NOTARY PUBLIC, State of Florida

COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

EXHIBIT "A"

Easement Property



MAP SHOWING

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6 (ALSO BEING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY); THENCE SOUTH 01°12'46" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 289.69 FEET TO AN INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND TO A POINT ON A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1178.80 FEET, AN ARC DISTANCE OF 303.72 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°26'44" WEST, 302.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: THENCE SOUTH 43°03'51" WEST, 1000.15 FEET TO THE POINT OF BEGINNING; COURSE NO. 3: CONTINUE SOUTH 43°03'51" WEST, 222.01 FEET; COURSE NO. 4: SOUTH 67°46'00" WEST, 110.07 FEET; COURSE NO. 5: SOUTH 43°03'51" WEST, 157.58 FEET TO A POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 6: SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1002.35 FEET, AN ARC DISTANCE OF 713.28 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°14'57" WEST, 658.52 FEET TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 781.00 FEET, AN ARC DISTANCE OF 695.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°06'38" EAST, 835.30 FEET; THENCE NORTH 34°37'35" EAST 373.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.647 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SOUTH 01°12'46" EAST.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE CLARY & ASSOC. MAP FILE NO. T85-028

LEGEND

- RAW = RIGHT-OF-WAY
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- CR = OFFICIAL RECORDS VOLUME
- FR = FLAT ROCK
- PA(3) = PAREN(3)
- L = ARC LENGTH
- T = TANGENT
- R = RADIUS
- CH = CHORD
- Δ = DELTA

SHEET 2 OF 2

JOB NO. T85-028

DRAWN BY WEA

DATE 05/25/2014

SCALE 1"=200'

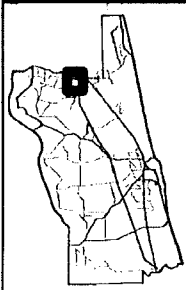
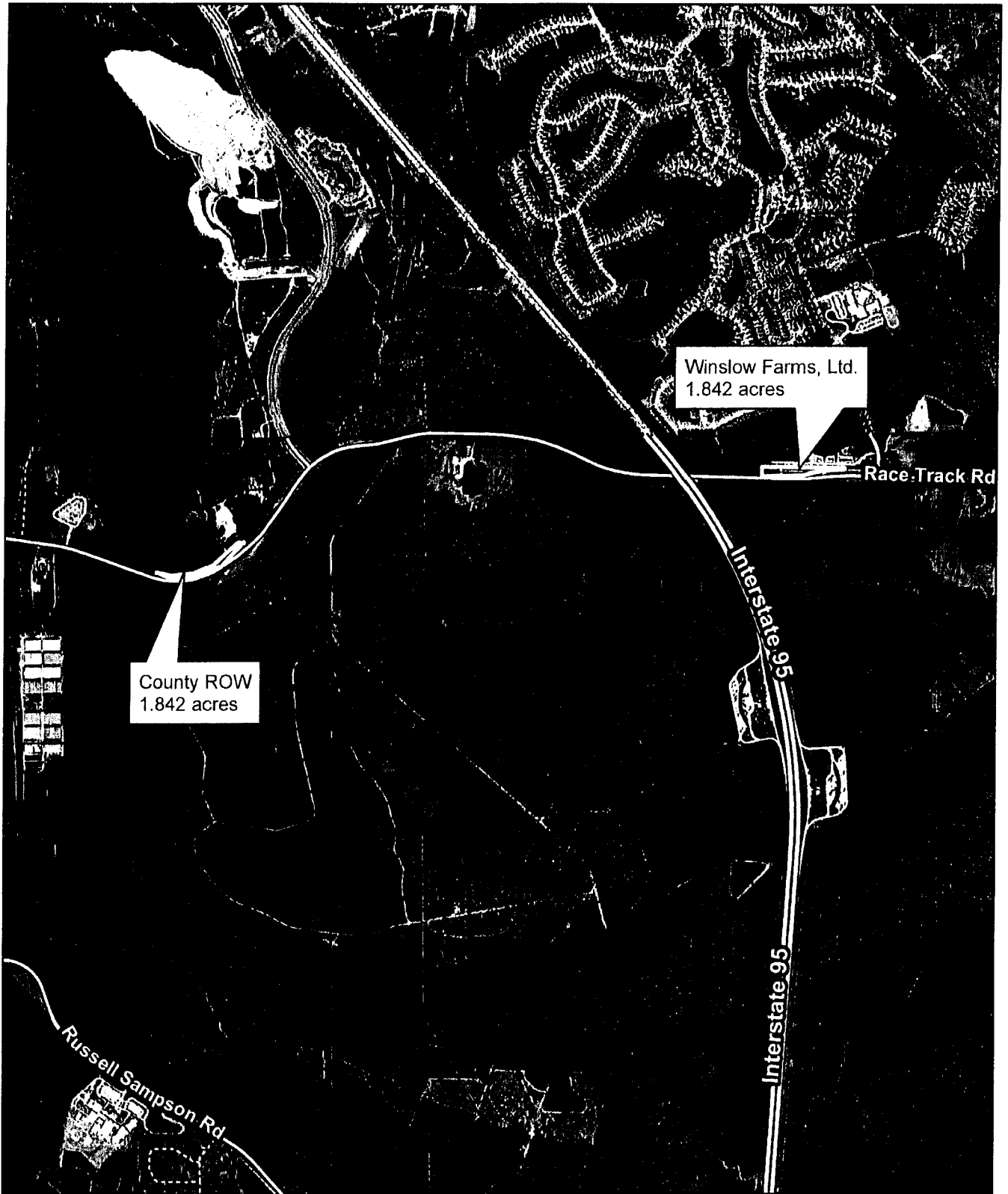
CHECKED BY:


THIS MAP DOES NOT MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THEREFORE IS NOT A STATE-APPROVED OR STATE-REGISTERED ENGINEERING PLAN. ANY REVISIONS TO THIS PLAN MUST BE MADE BY THE ORIGINAL DESIGNER AND MUST BE APPROVED BY THE ORIGINAL DESIGNER.

THIS DRAWING, WHETHER PRINTED OR NOT, IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL PAPER SEAL OF A LICENSED SURVEYOR AND MUST BE FILED WITH THE FLORIDA ADMINISTRATIVE CENTER.

GREGORY B. CLARY, P.S.M. CHART. NO. 3377



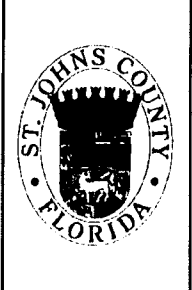



 2013 Aerial Imagery
 0000000000
 Feet
 August 14, 2014

Race Track Road

Land Exchange

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0796
Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.



THE ST. AUGUSTINE RECORD

COP

NOTICE OF PROPOSED EXCHANGE OF COUNTY PROPERTY

MINUTES AND RECORDS
500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE FL. 32084

Ref.#: 1.2363-14
P.O.#: 1.2363-14

PUBLISHED EVERY MORNING SUNDAY THRU SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **SHAWNE' H ORDONEZ** who on oath says that he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **MISC NOTICE** In the matter of **PROPERTY EXCHANGE - TO BE CONSIDERED 9-16-14** was published in said newspaper on **08/26/2014, 09/02/2014**

On Tuesday, September 16, 2014, the Board of County Commissioners of St. Johns County, Florida, in the St. Johns County Auditorium, County Administration Building, 500 San Sebastian View (U.S.#1 North) St. Augustine, Florida, will consider and may take action on a resolution approving an exchange of real property between St. Johns County (owner of 1.842 acres of property described in Exhibit "A" of the county deed) and Bartram Park Development, Ltd., Bartram Park Associates, LLC., and Winstlow Farms, LTD., (owners of 1.842 acres of property described in Exhibit "A" of the special warranty deed). These strips of property and this exchange of property is for the widening of Race Track Road and the property the County owns is not needed for these improvements.

The proposed legal descriptions and maps of the real property to be exchanged are shown in the exhibits of the resolution, which are available for inspection by the public in the office of the Clerk of Courts, ex-officio clerk to the Board of County Commissioners, located in the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine, Florida.

NOTICE OF PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations to participate in these proceedings should contact, ADA Coordinator, at 904-209-0650 or at the County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084. For hearing impaired individuals: Florida Relay Service: 1-800-955-8770 no later than 5 days prior to the date of the meeting.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, ITS CLERK
By: Yvonne King, Deputy Clerk
L2363-14 Aug 26, Sep 2, 2014

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

SEP 02 2014

Sworn to and subscribed before me this _____ day of _____

by  who is personally known to me or who has produced as identification


(Signature of Notary Public) (Seal)