

RESOLUTION NO. 2015-119

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, APPROVING THE TERMS OF AN ACCESS AND MAINTENANCE AGREEMENT BETWEEN ST JOHNS COUNTY AND FIRST FARM INC., A FLORIDA CORPORATION, ITS HEIRS, SUCCESSORS OR ASSIGNS, ("FIRST FARM") AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, First Farm owns the real property described in Composite Exhibit A attached hereto (the "Property"), with Parcel ID# 0310130000, which is currently zoned Bartram Farms Planned Rural Development (PRD) pursuant to St. Johns County Ordinance 2006-18; and

WHEREAS, the Property is accessible only by way of local County roads situated within the Bartram Farms platted, residential subdivision; and

WHEREAS, the Property is currently used by First Farm for activities associated with Commercial Agriculture Uses, which generates heavy equipment traffic; and

WHEREAS, the County is obligated to reasonably maintain roads accepted into the County Roadway System; and

WHEREAS, the County is further obligated to maintain the health, safety and welfare of local residents; and

WHEREAS, subject to the terms and conditions contained in the attached agreement, the County and First Farm mutually seek to enter into an agreement to provide alternate access to the Property and to divert heavy equipment traffic away from the local County roads situated within the Bartram Farms platted, residential subdivision, and

WHEREAS, entering into this agreement serves a public purpose by aiding in maintaining the integrity of the roads in the County Roadway System and prevents potentially hazardous traffic conditions in residential areas, and

WHEREAS, to the extent that there are typographical, scrivener 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.

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

Section 1. The above recitals as hereby incorporated into the body of this Resolution and adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the attached Access Construction and Maintenance Agreement and authorizes the County Administrator, or designee, to execute said Agreement.

Section 3. The Clerk of Court is instructed to record the original Access and Maintenance Agreement in Official Records of St. Johns County, Florida.

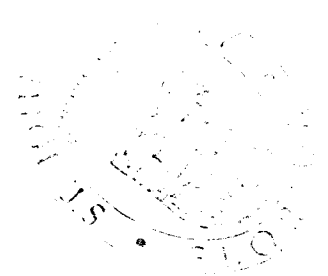
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of May, 2015.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Pam Halterma Deputy Clerk By: [Signature] Priscilla L. Bennett, Chair

Effective Date: May 5, 2015

RENDITION DATE 5/7/15



COMPOSITE EXHIBIT "A"

EXHIBIT "A"

PROPERTY

PART OF SECTIONS 5, 8 AND 9, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH PART OF LOTS 11 AND 12, BLOCK 7, LOTS 6, 7, 8 AND 9, BLOCK 17, LOTS 3, 4, 5 AND 6, BLOCK 18, AND LOTS 1, 2 AND 3, BLOCK 26, LYING SOUTHERLY OF MCCULLOUGH CREEK, AND ALL OF LOTS 10, 11, 12, BLOCK 17; LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 18, LOTS 4, 5, 6, 7, 8, 9, 10, 11 AND 12, BLOCK 26, AND ALL OF BLOCK 27, BLOCK 35, AND BLOCK 36, RIVERDALE FARM TRACTS, AS RECORDED IN MAP BOOK 1, PAGES 148 THROUGH 153, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A FOUND RAILROAD IRON; THENCE SOUTH 00 DEGREES 58 MINUTES 01 SECONDS EAST, ALONG THE PROJECTED EAST LINE OF SAID SECTION 5, A DISTANCE OF 89.38 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 13-A, (HAVING A RIGHT OF WAY WIDTH OF 80 FEET), SAID POINT LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5769.65 FEET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE RIGHT OF WAY OF SAID COUNTY ROAD NO. 13-A, LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5769.65 FEET, DELTA OF 3 DEGREES 19 MINUTES 17 SECONDS, ARC LENGTH OF 334.45 FEET, CHORD BEARING OF SOUTH 37 DEGREES 33 MINUTES 27 SECONDS EAST, AND CHORD DISTANCE OF 334.41 FEET; THENCE SOUTH 50 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE 253.83 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE 823.14 FEET TO THE INTERSECTION WITH A LINE AS DESCRIBED IN A BOUNDARY PROPERTY LINE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1901, PAGE 1294, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 07 MINUTES 43 SECONDS WEST, ALONG SAID BOUNDARY-PROPERTY LINE AGREEMENT, A DISTANCE OF 2618.94 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 14 SECONDS WEST, ALONG SAID BOUNDARY-PROPERTY LINE AGREEMENT, A DISTANCE OF 1543.37 FEET; THENCE SOUTH 05 DEGREES 37 MINUTES 10 SECONDS WEST, ALONG SAID BOUNDARY-PROPERTY LINE AGREEMENT, A DISTANCE OF 1588.42 FEET; THENCE SOUTH 57 DEGREES 36 MINUTES 13 SECONDS WEST, ALONG SAID BOUNDARY-PROPERTY LINE AGREEMENT, A DISTANCE OF 4319.05 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 36, RIVERDALE FARM TRACTS, AS RECORDED IN MAP BOOK 1, PAGES 148 THROUGH 153, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, ALONG THE WEST LINES OF BLOCKS 36, 35, 27 AND 26, OF SAID RIVERDALE FARM TRACTS, A DISTANCE OF 4792 FEET MORE OR LESS TO THE CENTERLINE OF MCCULLOUGH CREEK, ALSO BEING REFERENCE POINT "A"; THENCE BEGIN AGAIN AT THE POINT OF BEGINNING, THENCE NORTHERLY ALONG THE RIGHT OF WAY OF SAID COUNTY ROAD NO. 13-A, LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5769.65 FEET, DELTA OF 2 DEGREES 52 MINUTES 10 SECONDS, ARC DISTANCE OF 288.94 FEET, CHORD BEARING OF NORTH 34 DEGREES 27 MINUTES 44 SECONDS WEST, AND CHORD DISTANCE OF 288.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 33 DEGREES 01 MINUTES 39 SECONDS WEST, ALONG SAID RIGHT OF WAY OF COUNTY ROAD NO. 13-A, A DISTANCE OF 1353.82 FEET; THENCE SOUTH 88 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 1508.18 FEET; THENCE NORTH 33 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 2178.46 FEET; THENCE NORTH 03 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 534 FEET MORE OR LESS TO THE CENTERLINE OF SAID MCCULLOUGH CREEK; THENCE MEANDERING SOUTHERLY ALONG THE CENTERLINE OF SAID MCCULLOUGH CREEK, A DISTANCE OF 7618 FEET MORE OR LESS TO AFOREMENTIONED REFERENCE POINT "A" AND THE LAST CALL OF THIS DESCRIPTION.

LESS AND EXCEPTING LOT 10, BLOCK 7, RIVERDALE FARM TRACTS, AS RECORDED IN MAP BOOK 1, PAGES 148 THROUGH 153, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; TOGETHER WITH THE PORTION OF LOT 10, BLOCK 17, RIVERDALE FARM TRACTS, AS RECORDED IN MAP BOOK 1, PAGES 148 THROUGH 153, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING NORTHERLY OF MCCULLOUGH CREEK.

COMPOSITE EXHIBIT "A"

ALSO TOGETHER WITH A 20 FOOT DRAINAGE EASEMENT LYING ALONG THE WEST LINE OF GOVERNMENT LOT 7, SECTION 8, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 1626, PAGE 459 AND IN DEED BOOK 194, PAGE 321 OF THE PUBLIC RECORDS OF SAID COUNTY.

ALSO TOGETHER WITH A PRESERVATION AND MAINTENANCE EASEMENT LYING OVER AND ACROSS A 50 FOOT WIDE STRIP OF LAND LYING IN SECTION 5, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 1905, PAGE 1451, OF THE PUBLIC RECORDS OF SAID COUNTY, AND REDUCED TO A 20 FOOT WIDE STRIP, BY AMENDMENT TO PRESERVATION AND MAINTENANCE EASEMENT AND GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2605, PAGE 1343 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A FOUND RAILROAD IRON; THENCE SOUTH 00 DEGREES 58 MINUTES 01 SECONDS EAST, ALONG THE PROJECTED EAST LINE OF SAID SECTION 5, A DISTANCE OF 89.38 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 13-A, (HAVING A RIGHT OF WAY WIDTH OF 80 FEET), SAID POINT LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5769.65 FEET; THENCE NORTHERLY ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 13-A, LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5769.65 FEET, DELTA OF 2 DEGREES 52 MINUTES 10 SECONDS, ARC DISTANCE OF 288.94 FEET, CHORD BEARING OF NORTH 34 DEGREES 27 MINUTES 44 SECONDS WEST, AND CHORD DISTANCE OF 288.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 33 DEGREES 01 MINUTES 39 SECONDS WEST, ALONG SAID RIGHT OF WAY OF COUNTY ROAD NO. 13-A, A DISTANCE OF 1353.82 FEET; THENCE SOUTH 88 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 1506.18 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 33 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 2178.46 FEET; THENCE NORTH 03 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 534 FEET MORE OR LESS TO THE INTERSECTION WITH MCCULLOUGH CREEK FOR THE POINT OF TERMINUS OF SAID EASEMENT. SAID EASEMENT LIES 20 FEET EASTERLY OF AND PARALLEL TO SAID DESCRIBED LINE.

A PORTION OF THE ABOVE DESCRIBED LANDS NOW BEING BARTRAM FARMS UNIT ONE, PHASE ONE, RECORDED IN MAP BOOK 63, PAGE 14 THROUGH 18, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, (LESS AND EXCEPT THE FOLLOWING SOLD LOTS: 62, 63, 64, 65, 67, 68, 69, 70, 76, 84, 87, 88, 92, 93, 102 AND 103.)

FURTHER LESS AND EXCEPT FROM THE ABOVE PROPERTY:

ALL of Lots 1, 2, 3, 66, 71, 72, 73, 74, 75, 77, 78, 79, 80, 81, 82, 83, 85, 86, 89, 90, 91, 94, 95, 96, 97, 98, 99, 100, 101, and 154 as shown on that certain plat entitled Bartram Farms, Unit One, Phase One recorded in Map Book 63, Page 14 through 18, of the Public Records of St. Johns County, Florida.

COMPOSITE EXHIBIT "A"

Exhibit "A"

(St. Johns County Property)

A PORTION SECTIONS 5, 8 AND 9 TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND ALL OF BLOCK 27, 35 AND 36, AND A PORTION OF LOTS 1, 2, 3, 11 AND 12 AND ALL OF LOTS 4 THROUGH 10, BLOCK 26 TOGETHER WITH A PORTION OF LOTS 2, 3, 4, 5, 6, 11 AND 12, ALL OF LOTS 7 THROUGH 10, BLOCK 18 AND A PORTION OF LOTS 6 THROUGH 12, BLOCK 17 RIVERDALE FARM TRACTS AS RECORDED IN MAP BOOK 1, PAGES 148-153, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH $00^{\circ}40'42''$ EAST A DISTANCE OF 89.38 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13-A SOUTH (A 80' RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5769.65 FEET AND A CENTRAL ANGLE OF $2^{\circ}52'20''$ (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $34^{\circ}11'24''$ WEST, 289.19 FEET); THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE AND WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AN ARC DISTANCE OF 289.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $32^{\circ}45'55''$ WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 0.80 FEET TO THE SOUTHEASTERLY CORNER OF BARTRAM FARMS UNIT ONE, PHASE ONE AS RECORDED IN MAP BOOK 63 PAGES 14-18; THENCE SOUTH $57^{\circ}14'05''$ WEST ALONG THE SOUTHERLY LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE, ALSO BEING THE SOUTH LINE OF LOT 3 OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE A DISTANCE OF 440.00 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CANNONDALE LANE (A 50' RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $32^{\circ}45'55''$ EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 16.73 FEET TO THE TERMINUS OF SAID LINE; THENCE SOUTH $57^{\circ}14'05''$ WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE THEREOF A DISTANCE OF 50.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE THEREOF; THENCE NORTH $32^{\circ}45'55''$ WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CANNONDALE LANE A DISTANCE OF 100.35 FEET TO THE SOUTHEAST CORNER OF LOT 154 OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE; THENCE SOUTH $76^{\circ}43'24''$ WEST ALONG THE SOUTH LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE AND THE SOUTH LINE OF SAID LOT 154, A DISTANCE OF 903.56 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH $00^{\circ}36'32''$ EAST ALONG SAID SOUTHERLY LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE AND THE EAST LINE OF LOT 82 OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE, A DISTANCE OF 111.99 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH $89^{\circ}23'28''$ WEST ALONG SAID SOUTHERLY LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE A DISTANCE OF 1107.17 FEET; THENCE NORTH $89^{\circ}37'30''$ WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 1948.57 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH $04^{\circ}38'13''$ EAST ALONG THE WESTERLY LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE A DISTANCE OF 1365.51; THENCE NORTH $61^{\circ}34'34''$ EAST ALONG THE WESTERLY LINE THEREOF A DISTANCE OF 559.77 FEET; THENCE NORTH $36^{\circ}46'58''$ EAST ALONG THE WESTERLY LINE THEREOF A DISTANCE OF 415.52 FEET TO THE SOUTHEASTERLY CORNER OF LOT 103 OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE; THENCE NORTH $59^{\circ}08'04''$ WEST ALONG A SOUTHERLY LINE OF SAID BARTRAM FARMS UNIT ONE PHASE ONE AND THE SOUTHERLY LINE OF SAID LOT 103, A DISTANCE OF 453.43 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SMARTY JONES LANE (A 50' RIGHT-OF-WAY AS NOW ESTABLISHED) SAID

File Number: 13-C258

Legal Description with Non Homestead
Closer's Choice

COMPOSITE EXHIBIT "A"

POINT LYING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF $11^{\circ}03'26''$ (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $25^{\circ}20'12''$ EAST 96.34 FEET); THENCE ALONG AND WITH THE ARC OF SAID CURVE AND WITH SAID WESTERLY RIGHT-OF-WAY LINE AN ARC DISTANCE OF 96.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $19^{\circ}48'29''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 178.81 FEET TO THE SOUTHEASTERLY CORNER OF LOT 62 OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE; THENCE NORTH $68^{\circ}42'35''$ WEST ALONG THE SOUTHERLY LINE THEREOF AND A SOUTHERLY LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE A DISTANCE OF 1120.01 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF LOT 10, BLOCK 7 OF SAID RIVERDALE FARM TRACTS SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 62; THENCE SOUTH $00^{\circ}16'16''$ EAST ALONG THE WESTERLY LINE OF SAID LOT 10 RIVERDALE FARM TRACTS A DISTANCE OF 11.40 FEET TO THE CENTERLINE OF McCULLOUGH CREEK; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE CENTERLINE MEANDERINGS OF SAID McCULLOUGH CREEK A DISTANCE OF 5409 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 1, BLOCK 26 OF SAID RIVERDALE FARM TRACTS SAID LINE (ALSO BEING THE EASTERLY LINE OF A 110 FOOT FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 46, PAGE 46 AND OFFICIAL RECORDS VOLUME 91, PAGE 296 OF SAID COUNTY; THENCE SOUTH $00^{\circ}15'17''$ EAST ALONG THE WESTERLY LINE OF BLOCKS 26, 27, 35 AND 36 OF SAID RIVERDALE FARM TRACTS AND (THE EASTERLY LINE OF SAID 110 FOOT FLORIDA POWER AND LIGHT EASEMENT) A DISTANCE OF 4791.80 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 36 OF SAID RIVERDALE FARM TRACTS SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2605, PAGE 1350 OF SAID COUNTY; THENCE NORTH $57^{\circ}52'17''$ EAST ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS VOLUME 2605, PAGE 1350 A DISTANCE OF 4319.05 FEET; THENCE NORTH $05^{\circ}53'14''$ EAST ALONG A EASTERLY LINE THEREOF A DISTANCE OF 1588.42 FEET; THENCE SOUTH $89^{\circ}37'10''$ EAST ALONG A SOUTHERLY LINE THEREOF A DISTANCE OF 1543.37 FEET; THENCE NORTH $89^{\circ}23'41''$ EAST ALONG A SOUTHERLY LINE THEREOF A DISTANCE OF 2619.12 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF SAID SECTION 8; THENCE NORTH $00^{\circ}40'42''$ WEST ALONG THE EASTERLY LINE THEREOF AND A EASTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 2605, PAGE 1350 A DISTANCE OF 823.20 FEET; THENCE NORTH $51^{\circ}05'51''$ EAST ALONG A SOUTHERLY LINE OF SAID OFFICIAL RECORDS VOLUME 2605, PAGE 1350 A DISTANCE OF 253.84 FEET TO ITS INTERSECTION WITH THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 13-A SOUTH, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING RADIUS OF 5769.65 FEET AND A CENTRAL ANGLE OF $3^{\circ}19'16''$ (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $37^{\circ}17'12''$ WEST, 334.40 FEET); THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE AND WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AN ARC DISTANCE OF 334.45 FEET TO THE POINT OF BEGINNING.

File Number: 13-C258

Legal Description with Non Homestead
Closer's Choice

ACCESS CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS ACCESS CONSTRUCTION AND MAINTENANCE AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2015, by and between **FIRST FARM, INC.**, a Florida Corporation, its heirs, successors or assigns, ("First Farm") and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, First Farm owns the real property described in **Composite Exhibit A** attached hereto (the "Property"), with Parcel ID# 0310130000, which is currently zoned Bartram Farms Planned Rural Development (PRD) pursuant to St. Johns County Ordinance 2006-18; and

WHEREAS, the Property is accessible only by way of local County roads situated within the Bartram Farms platted, residential subdivision; and

WHEREAS, the property is currently used by First Farm for activities associated with Commercial Agricultural Uses, which generates heavy equipment traffic; and

WHEREAS, the County is obligated to reasonably maintain roads accepted into the County Roadway System; and

WHEREAS, the County is further obligated to maintain the health, safety, and welfare of local residents; and

WHEREAS, subject to the terms and conditions contained herein, the County and First Farm mutually seek to enter into an agreement to provide alternate access to the Property and to divert heavy equipment traffic away from the local County roads situated within the Bartram Farms platted, residential subdivision; and

WHEREAS, entering into this agreement serves a public purpose by aiding in maintaining the integrity of the roads in the County Roadway System and prevents potentially hazardous traffic conditions in residential areas.

NOW, THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the County and First Farm (collectively "Parties") intending to be legally bound, acknowledge and agree as follows:

1. **Recitals and Exhibits.**

The foregoing recitals and all attached exhibits are specifically incorporated by reference and made part of this Agreement

2. **Effective Date and Term.**

The effective date of this Agreement shall be May 30, 2015. The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing one (1) year terms unless terminated by the County.

3. **Obligation.**

a. **The County.**

- i. The County shall construct a permanent thirty foot (30') commercial driveway (the "Improvement") to the Property as described in Right-of-Way Permit Number 15-101 ("Permit"), attached hereto as **Exhibit B**, authorizing First Farm to use of the Improvement for activities conducted on the Property associated with Commercial Agricultural Use, that allows access to County Road 13A, South as an alternate access to the property.
- ii. The County, at its sole cost and expense, shall secure and maintain all required permits, licenses and approvals necessary to complete construction of the Project.
- iii. The County shall complete the Improvement in a good and workmanlike manner, with reasonable care, in accordance with all applicable local, state and federal laws, code, rules, regulations, policies, procedures, guidelines and standards.

b. **First Farm.**

- i. Upon completion, First Farm, its successors and assigns, shall divert all traffic associated with activities conducted on or at the Property, away from County roads situated in the Bartram Farms residential subdivision, and generally identified as Pleasant Colony Lane, Cannondale Lane, Alysheba Court, and Smarty Jones Lane (recorded at Map Book 63, Pages 14-18).
- ii. Upon request, First Farm shall provide to the County all consents and approvals necessary to facilitate the County in securing and maintain all permits, licenses and approvals required to complete construction of the Improvement.
- iii. First Farm shall use the Improvement as alternate access to the Property strictly in accordance with all terms and conditions provided in the Permit.

4. **Operation, Maintenance and Repair.**

- a. First Farm shall operate, maintain and repair the Improvement at its sole cost and expense in a good workmanlike manner, with reasonable care, in accordance to the terms and conditions of this Agreement. Nothing in this Agreement shall obligate the County to maintain or repair the Improvement, said obligations to remain the sole responsibility of First Farm.
- b. If, in its sole discretion, the County determines that First Farm is not maintaining and repairing the Improvement in accordance with the provisions of this Agreement, the County shall deliver written notice to First Farm. First Farm shall have thirty (30) days from the date of the County's written notice, or such other time as the County and First Farm mutually agree in writing, to correct the deficiency and provide the County with written notice of such correction.

- c. In the event First Farm fails to timely correct any deficiency in maintaining or repairing the Improvement, the County may correct the deficiency, and may provide First Farm with an invoice for the costs incurred by the County to correct the deficiency. Any such invoice shall be payable by First Farm to the County within no more than thirty (30) calendar days of the invoice date.
- d. If at any time in the sole determination of the County, the integrity or safety of the Improvement requires immediate maintenance or repair for the benefit of public health safety or welfare, the County may perform such maintenance and repairs it deems appropriate under the circumstances. The County shall provide First Farm written notice of the emergency and repairs performed by the County and invoice the same. First Farm shall pay such invoice within no more than thirty (30) days after the invoice date.

5. **Alterations, Modifications and Removal.**

All alterations and modifications to the Improvement must be authorized in advance, and in writing by the County. Removal of the Improvement shall be subject to prior written approval by the County.

6. **Eminent Domain and Damages.**

It is expressly understood by the Parties that the County's exercise of any right provided in this Agreement shall not create any right, title, interest, or estate entitling First Farm, its successors or assigns, to full and just compensation from the County either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. Accordingly, in consideration of the terms, conditions, and obligations of this Agreement First Farm waives and relinquishes all claims for compensation or damages resulting in any manner from the County's exercise of any right provided in this Agreement.

7. **Payment.**

Any payments due under this Agreement shall be paid within no more than thirty (30) calendar days following the invoice date.

8. **Indemnification.**

First Farm shall indemnify, defend, and hold harmless the County, its officers, employees and agents against all claims, judgments, liabilities, damages, fines, fees, costs and expenses caused by or arising from or related to First Farm's performance or breach of this Agreement. First Farm's duty to defend, indemnify and hold harmless the County, its officers, employees and agents specifically does not encompass indemnifying the County for the County's negligence, intentional or wrongful acts, omissions or breach of this Agreement.

9. **Sovereign Immunity.**

Nothing in this Agreement shall be deemed or otherwise interpreted as a waiver for the County's sovereign immunity protections, or as increasing the limits of liability set forth in section 768.28, Florida Statutes, as amended from time to time.

10. **Notice.**

- a. All notices to the **County** shall be delivered either by hand (receipt of delivery required), or by certified mail to:

County Administrator
500 San Sebastian View
St. Augustine, FL 32084

- b. All notices to **First Farm** shall be delivered either by hand (receipt of delivery required), or by certified mail to:

First Farm, Inc.
1605 Country Walk Dr.
Flemming Island, FL 32003

- c. All other correspondence, not classified as notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties specifically including, faxing, e-mailing, or text messaging.

11. **Governing Law and Venue.**

This Agreement shall be governed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to this Agreement shall be St. Johns County, Florida.

12. **Assignment and Agreement to Run with Title to the Land.**

First Farm shall not assign, pledge or Transfer any of the rights, duties and obligations provided in this Agreement without prior written consent of the County, which such consent shall not be unreasonably withheld by the County. This Agreement shall run with title to the land and shall be binding upon any bonafide purchaser of the Property.

13. **Third Party Beneficiaries.**

This Agreement shall be binding upon and inure to the benefits of the parties hereto and the respective successors and assigns. Nothing in this Agreement is intended to confer any rights privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided herein.

14. **Entire Agreement.**

This Agreement, together with all exhibits and documents incorporated herein, contains the entire agreement of the parties and no representation or promises have been made except those that are specifically provided herein. Any prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter of this Agreement are waived and superseded hereby.

15. **Agreement to be recorded and run with Title to the Land.**

This Agreement shall be recorded in the Official Records of St. Johns County and shall run with title to the Property described in **Exhibit A**.

16. Sufficiency of Consideration.

By their signatures below, the Parties hereby acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement, and waive the right to object to or otherwise challenge the same.

17. Non-Waiver.

The failure of either party hereto to insist upon the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties execute this Agreement on the day and year first above written.

ST. JOHNS COUNTY,
a Political Subdivision of the State of Florida,

By: _____
Print Name/Title: Michael D. Wanchick, County Administrator

FIRST FARMS, INC.,
a Florida Corporation,

By: : _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 2015, by _____ who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

COMPOSITE EXHIBIT "A"

EXHIBIT "A"

PROPERTY

PART OF SECTIONS 5, 8 AND 9, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH PART OF LOTS 11 AND 12, BLOCK 7, LOTS 6, 7, 8 AND 9, BLOCK 17, LOTS 3, 4, 5 AND 6, BLOCK 18, AND LOTS 1, 2 AND 3, BLOCK 26, LYING SOUTHERLY OF MCCULLOUGH CREEK, AND ALL OF LOTS 10, 11, 12, BLOCK 17, LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 18, LOTS 4, 5, 6, 7, 8, 9, 10, 11 AND 12, BLOCK 26, AND ALL OF BLOCK 27, BLOCK 35, AND BLOCK 36, RIVERDALE FARM TRACTS, AS RECORDED IN MAP BOOK 1, PAGES 148 THROUGH 153, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A FOUHO RAILROAD IRON; THENCE SOUTH 00 DEGREES 58 MINUTES 01 SECONDS EAST, ALONG THE PROJECTED EAST LINE OF SAID SECTION 5, A DISTANCE OF 89.38 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 13-A, (HAVING A RIGHT OF WAY WIDTH OF 80 FEET), SAID POINT LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5769.65 FEET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE RIGHT OF WAY OF SAID COUNTY ROAD NO. 13-A, LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5769.65 FEET, DELTA OF 3 DEGREES 19 MINUTES 17 SECONDS, ARC LENGTH OF 334.45 FEET, CHORD BEARING OF SOUTH 37 DEGREES 33 MINUTES 27 SECONDS EAST, AND CHORD DISTANCE OF 334.41 FEET; THENCE SOUTH 50 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE 253.83 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE 823.14 FEET TO THE INTERSECTION WITH A LINE AS DESCRIBED IN A BOUNDARY PROPERTY LINE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1901, PAGE 1294, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 07 MINUTES 43 SECONDS WEST, ALONG SAID BOUNDARY-PROPERTY LINE AGREEMENT, A DISTANCE OF 2618.94 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 14 SECONDS WEST, ALONG SAID BOUNDARY-PROPERTY LINE AGREEMENT, A DISTANCE OF 1543.37 FEET; THENCE SOUTH 05 DEGREES 37 MINUTES 10 SECONDS WEST, ALONG SAID BOUNDARY-PROPERTY LINE AGREEMENT, A DISTANCE OF 1588.42 FEET; THENCE SOUTH 57 DEGREES 36 MINUTES 13 SECONDS WEST, ALONG SAID BOUNDARY-PROPERTY LINE AGREEMENT, A DISTANCE OF 4319.05 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 36, RIVERDALE FARM TRACTS, AS RECORDED IN MAP BOOK 1, PAGES 148 THROUGH 153, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, ALONG THE WEST LINES OF BLOCKS 36, 35, 27 AND 26, OF SAID RIVERDALE FARM TRACTS, A DISTANCE OF 4792 FEET MORE OR LESS TO THE CENTERLINE OF MCCULLOUGH CREEK, ALSO BEING REFERENCE POINT "A"; THENCE BEGIN AGAIN AT THE POINT OF BEGINNING, THENCE NORTHERLY ALONG THE RIGHT OF WAY OF SAID COUNTY ROAD NO. 13-A, LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5769.65 FEET, DELTA OF 2 DEGREES 52 MINUTES 10 SECONDS, ARC DISTANCE OF 288.94 FEET, CHORD BEARING OF NORTH 34 DEGREES 27 MINUTES 44 SECONDS WEST, AND CHORD DISTANCE OF 288.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 33 DEGREES 01 MINUTES 39 SECONDS WEST, ALONG SAID RIGHT OF WAY OF COUNTY ROAD NO. 13-A, A DISTANCE OF 1353.82 FEET; THENCE SOUTH 88 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 1508.18 FEET; THENCE NORTH 33 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 2178.46 FEET; THENCE NORTH 03 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 534 FEET MORE OR LESS TO THE CENTERLINE OF SAID MCCULLOUGH CREEK; THENCE MEANDERING SOUTHERLY ALONG THE CENTERLINE OF SAID MCCULLOUGH CREEK, A DISTANCE OF 7618 FEET MORE OR LESS TO AFOREMENTIONED REFERENCE POINT "A" AND THE LAST CALL OF THIS DESCRIPTION.

LESS AND EXCEPTING LOT 10, BLOCK 7, RIVERDALE FARM TRACTS, AS RECORDED IN MAP BOOK 1, PAGES 148 THROUGH 153, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; TOGETHER WITH THE PORTION OF LOT 10, BLOCK 17, RIVERDALE FARM TRACTS, AS RECORDED IN MAP BOOK 1, PAGES 148 THROUGH 153, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING NORTHERLY OF MCCULLOUGH CREEK.

COMPOSITE EXHIBIT "A"

ALSO TOGETHER WITH A 20 FOOT DRAINAGE EASEMENT LYING ALONG THE WEST LINE OF GOVERNMENT LOT 7, SECTION 8, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 1626, PAGE 459 AND IN DEED BOOK 194, PAGE 321 OF THE PUBLIC RECORDS OF SAID COUNTY.

ALSO TOGETHER WITH A PRESERVATION AND MAINTENANCE EASEMENT LYING OVER AND ACROSS A 50 FOOT WIDE STRIP OF LAND LYING IN SECTION 5, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 1905, PAGE 1451, OF THE PUBLIC RECORDS OF SAID COUNTY, AND REDUCED TO A 20 FOOT WIDE STRIP, BY AMENDMENT TO PRESERVATION AND MAINTENANCE EASEMENT AND GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2605, PAGE 1343 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A FOUND RAILROAD IRON; THENCE SOUTH 00 DEGREES 58 MINUTES 01 SECONDS EAST, ALONG THE PROJECTED EAST LINE OF SAID SECTION 5, A DISTANCE OF 89.38 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 13-A, (HAVING A RIGHT OF WAY WIDTH OF 80 FEET), SAID POINT LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5769.65 FEET; THENCE NORTHERLY ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 13-A, LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5769.65 FEET, DELTA OF 2 DEGREES 52 MINUTES 10 SECONDS, ARC DISTANCE OF 288.94 FEET, CHORD BEARING OF NORTH 34 DEGREES 27 MINUTES 44 SECONDS WEST, AND CHORD DISTANCE OF 288.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 33 DEGREES 01 MINUTES 39 SECONDS WEST, ALONG SAID RIGHT OF WAY OF COUNTY ROAD NO. 13-A, A DISTANCE OF 1353.82 FEET; THENCE SOUTH 88 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 1506.18 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 33 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 2178.46 FEET; THENCE NORTH 03 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 534 FEET MORE OR LESS TO THE INTERSECTION WITH MCCULLOUGH CREEK FOR THE POINT OF TERMINUS OF SAID EASEMENT. SAID EASEMENT LIES 20 FEET EASTERLY OF AND PARALLEL TO SAID DESCRIBED LINE.

A PORTION OF THE ABOVE DESCRIBED LANDS NOW BEING BARTRAM FARMS UNIT ONE, PHASE ONE, RECORDED IN MAP BOOK 63, PAGE 14 THROUGH 18, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, (LESS AND EXCEPT THE FOLLOWING SOLD LOTS: 52, 63, 64, 65, 67, 68, 69, 70, 76, 84, 87, 88, 92, 93, 102 AND 103.)

FURTHER LESS AND EXCEPT FROM THE ABOVE PROPERTY:

ALL of Lots 1, 2, 3, 66, 71, 72, 73, 74, 75, 77, 78, 79, 80, 81, 82, 83, 85, 86, 89, 90, 91, 94, 95, 96, 97, 98, 99, 100, 101, and 154 as shown on that certain plat entitled Bartram Farms, Unit One, Phase One recorded in Map Book 63, Page 14 through 18, of the Public Records of St. Johns County, Florida.

COMPOSITE EXHIBIT "A"

Exhibit "A"

(St. Johns County Property)

A PORTION SECTIONS 5, 8 AND 9 TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND ALL OF BLOCK 27, 35 AND 36, AND A PORTION OF LOTS 1, 2, 3, 11 AND 12 AND ALL OF LOTS 4 THROUGH 10, BLOCK 26 TOGETHER WITH A PORTION OF LOTS 2, 3, 4, 5, 6, 11 AND 12, ALL OF LOTS 7 THROUGH 10, BLOCK 18 AND A PORTION OF LOTS 6 THROUGH 12, BLOCK 17 RIVERDALE FARM TRACTS AS RECORDED IN MAP BOOK 1, PAGES 148-153, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH $00^{\circ}40'42''$ EAST A DISTANCE OF 89.38 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13-A SOUTH (A 80' RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5769.65 FEET AND A CENTRAL ANGLE OF $2^{\circ}52'20''$ (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $34^{\circ}11'24''$ WEST, 289.19 FEET); THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE AND WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AN ARC DISTANCE OF 289.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $32^{\circ}45'55''$ WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 0.80 FEET TO THE SOUTHEASTERLY CORNER OF BARTRAM FARMS UNIT ONE, PHASE ONE AS RECORDED IN MAP BOOK 63 PAGES 14-18; THENCE SOUTH $57^{\circ}14'05''$ WEST ALONG THE SOUTHERLY LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE, ALSO BEING THE SOUTH LINE OF LOT 3 OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE, A DISTANCE OF 440.00 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CANNONDALE LANE (A 50' RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $32^{\circ}45'55''$ EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 16.73 FEET TO THE TERMINUS OF SAID LINE; THENCE SOUTH $57^{\circ}14'05''$ WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE THEREOF A DISTANCE OF 50.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE THEREOF; THENCE NORTH $32^{\circ}45'55''$ WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CANNONDALE LANE A DISTANCE OF 100.35 FEET TO THE SOUTHEAST CORNER OF LOT 154 OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE; THENCE SOUTH $76^{\circ}43'24''$ WEST ALONG THE SOUTH LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE AND THE SOUTH LINE OF SAID LOT 154, A DISTANCE OF 903.56 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH $00^{\circ}36'32''$ EAST ALONG SAID SOUTHERLY LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE AND THE EAST LINE OF LOT 82 OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE, A DISTANCE OF 111.99 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH $89^{\circ}23'28''$ WEST ALONG SAID SOUTHERLY LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE A DISTANCE OF 1107.17 FEET; THENCE NORTH $89^{\circ}37'30''$ WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 1948.57 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH $04^{\circ}38'13''$ EAST ALONG THE WESTERLY LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE A DISTANCE OF 1365.51; THENCE NORTH $61^{\circ}34'34''$ EAST ALONG THE WESTERLY LINE THEREOF A DISTANCE OF 559.77 FEET; THENCE NORTH $36^{\circ}46'58''$ EAST ALONG THE WESTERLY LINE THEREOF A DISTANCE OF 415.52 FEET TO THE SOUTHEASTERLY CORNER OF LOT 103 OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE; THENCE NORTH $59^{\circ}08'04''$ WEST ALONG A SOUTHERLY LINE OF SAID BARTRAM FARMS UNIT ONE PHASE ONE AND THE SOUTHERLY LINE OF SAID LOT 103, A DISTANCE OF 453.43 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SMARTY JONES LANE (A 50' RIGHT-OF-WAY AS NOW ESTABLISHED) SAID

File Number: 13-C258

Legal Description with Non Homestead
 Closes's Choice

COMPOSITE EXHIBIT "A"

POINT LYING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF $11^{\circ}03'26''$ (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $25^{\circ}20'12''$ EAST 96.34 FEET); THENCE ALONG AND WITH THE ARC OF SAID CURVE AND WITH SAID WESTERLY RIGHT-OF-WAY LINE AN ARC DISTANCE OF 96.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $19^{\circ}48'29''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 178.81 FEET TO THE SOUTHEASTERLY CORNER OF LOT 62 OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE; THENCE NORTH $68^{\circ}42'35''$ WEST ALONG THE SOUTHERLY LINE THEREOF AND A SOUTHERLY LINE OF SAID BARTRAM FARMS UNIT ONE, PHASE ONE A DISTANCE OF 1120.01 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF LOT 10, BLOCK 7 OF SAID RIVERDALE FARM TRACTS SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 62; THENCE SOUTH $00^{\circ}16'16''$ EAST ALONG THE WESTERLY LINE OF SAID LOT 10 RIVERDALE FARM TRACTS A DISTANCE OF 11.40 FEET TO THE CENTERLINE OF McCULLOUGH CREEK; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE CENTERLINE MEANDERINGS OF SAID McCULLOUGH CREEK A DISTANCE OF 5409 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 1, BLOCK 26 OF SAID RIVERDALE FARM TRACTS SAID LINE (ALSO BEING THE EASTERLY LINE OF A 110 FOOT FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 46, PAGE 46 AND OFFICIAL RECORDS VOLUME 91, PAGE 296 OF SAID COUNTY; THENCE SOUTH $00^{\circ}15'17''$ EAST ALONG THE WESTERLY LINE OF BLOCKS 26, 27, 35 AND 36 OF SAID RIVERDALE FARM TRACTS AND (THE EASTERLY LINE OF SAID 110 FOOT FLORIDA POWER AND LIGHT EASEMENT) A DISTANCE OF 4791.80 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 36 OF SAID RIVERDALE FARM TRACTS SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2605, PAGE 1350 OF SAID COUNTY; THENCE NORTH $57^{\circ}52'17''$ EAST ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS VOLUME 2605, PAGE 1350 A DISTANCE OF 4319.05 FEET; THENCE NORTH $05^{\circ}53'14''$ EAST ALONG A EASTERLY LINE THEREOF A DISTANCE OF 1588.42 FEET; THENCE SOUTH $89^{\circ}37'10''$ EAST ALONG A SOUTHERLY LINE THEREOF A DISTANCE OF 1543.37 FEET; THENCE NORTH $89^{\circ}23'41''$ EAST ALONG A SOUTHERLY LINE THEREOF A DISTANCE OF 2619.12 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF SAID SECTION 8; THENCE NORTH $00^{\circ}40'42''$ WEST ALONG THE EASTERLY LINE THEREOF AND A EASTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 2605, PAGE 1350 A DISTANCE OF 823.20 FEET; THENCE NORTH $51^{\circ}05'51''$ EAST ALONG A SOUTHERLY LINE OF SAID OFFICIAL RECORDS VOLUME 2605, PAGE 1350 A DISTANCE OF 253.84 FEET TO ITS INTERSECTION WITH THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 13-A SOUTH, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING RADIUS OF 5769.65 FEET AND A CENTRAL ANGLE OF $3^{\circ}19'16''$ (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $37^{\circ}17'12''$ WEST, 334.40 FEET); THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE AND WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AN ARC DISTANCE OF 334.45 FEET TO THE POINT OF BEGINNING.

File Number: 13-C258

Legal Description with Non Homestead
Closer's Choice



PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

Zone: 3
Activated: 2/11/15
NBR: 2/11/15

RIGHT-OF-WAY USE PERMIT APPLICATION

Phone: (904)209-0134 Fax: (904)209-0135

PERMIT NUMBER: 15-101

For construction within County road rights-of-ways requiring this permit in accordance with the provisions of the St. Johns County Land Development Code, Standards & Detail Manual, and the St. Johns County Water & Wastewater Design Standards & Specifications Resolution No. 92-189, with revisions.

1. Applicant's Name First Farm Inc
Mailing Address 1605 Country Walk Dr
Fleming Island, FL 32003
Telephone 904-742-7826 Contact Name (Print only) Cristal Lee
Project Number (Utility Use Only) _____ Contractor License Number: _____

2. Proposed construction (Check the appropriate box and provide the required information).
 A. Commercial Driveway Check One: Permanent Temporary _____ Paver Construction _____
911 address connecting to county road: _____

Legal description of property to be served: See attached 2 Full Business Days

B. Utilities Type none Before You Dig Call 811
SUNSHINE STATE ONE CALL

C. Other Describe 30' driveway requested IT'S THE LAW IN FLORIDA
Location *RCP MUST BE USED.
*OWNERSHIP CONFIRMED.

3. I HEREBY CERTIFY THAT I HAVE MADE APPLICATION FOR THE PERMIT DESCRIBED ABOVE, THAT I HAVE PROPER AUTHORITY TO APPLY FOR SUCH PERMIT AND WILL ABIDE WITH ALL OF THE CONDITIONS ATTACHED TO THE PERMIT, INCLUDING THE STATED SPECIAL AND GENERAL CONDITIONS ATTACHED HERETO.

Date: 2/11/15

Signature of Applicant: (Required) [Signature]

FOR ST. JOHNS COUNTY OFFICE USE ONLY

Permission for the above-described construction is granted subject to these additional requirements:
CALL 904-209-0126 for FINAL INSPECTION after completion of all work. (Refer to Note 9)

EFFECTIVE DATE OF PERMIT: 02/11/15 EXPIRATION DATE OF PERMIT: 08/11/15
EXTENSION DATE OF PERMIT: _____

*CALL APPLICANT FOR SITE VISIT.

Final Inspection:
Permit Fee: \$ 250.00 Extension Fee: \$ _____
 Paid by Check # _____

RIGHT OF WAY PERMITS
 APPROVED APPROVED AS NOTED

ADDITIONAL INFO NEEDED REJECTED

ST. JOHNS COUNTY ENGINEERING DIVISION

[Signature] 02/11/15
Signature/Date

SPECIAL CONDITIONS:

1. Call Sunshine 48 hours before you dig at 1-800-432-4770. It's the Law in Florida
2. Approval of this permit does not exclude the applicant from obtaining other approvals or exclude requirements based on PUD's, DRI's, Building Department, NPDES, etc. Note 14 of the attached "General Conditions" becomes an integral part of this permit when signed by the applicant.
3. *MAJOR COLLECTOR ROAD.
4. *LOCATION/CENTER OF REQUESTED DRIVEWAY WAS BEEN MARKED WITH A STAKE.

Exhibit "B", cont.

GENERAL CONDITIONS

Revised 04/10

1. All authorized work shall be completed in accordance with this approved application, the provisions of the St. Johns County Land Development Code and St. Johns County Water & Wastewater Design Standards & Specifications, Resolution No. 92-189 with revisions, and requirements of all other federal, state and local agencies having jurisdiction over the project. In addition, all construction must meet standards as set forth in the **Americans With Disabilities Act of 1990, Title II**.
2. Public safety shall be maintained at all times during construction in accordance with the Provisions of Part VI, Work Zone Traffic Control, of the Manual on Uniform Traffic Control Devices. **Maintenance of Traffic** plans are required with the application submittal package prior to approval.
3. When excavation is included in this permit, all gas companies must be consulted for information as to existing gas pipelines and appurtenances, pursuant to the provision of Chapter 553.851 Florida Statutes. All other utilities likewise shall be consulted for location on all existing underground construction.
4. Private driveways, public utilities, and other such improvements permitted herewith which are not available for immediate use by the general public are considered as remaining in private ownership and accommodated within the public right-of-way or other public areas. The owners of such facilities, or their successors or assigns, shall be responsible for maintaining such facilities in good and safe repair.
5. This application shall become a permit with signature of authorization, and number assigned. Applicant is responsible for supplying the approved permit to their contractor or subcontractor who must have it on site during construction at all times. **Failure to present the approved permit upon demand may result in immediate shutdown of any and all construction activities as determined by the St Johns County Inspector.**
6. The construction and maintenance of such utility shall not interfere with the property and rights of a prior permittee.
7. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property rights to said holder.
8. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, the alteration or relocation of all, or any portion of said road or highway as determined by St. Johns County, any or all of said poles, wires, pipes, cables or other facilities and appurtenances authorized herein under shall be immediately removed from said road, highway and rights-of-ways for reset or relocation thereon as required by St. Johns County, and at the expense of the permittee unless reimbursement was preauthorized in writing.
9. **All materials, equipment and workmanship shall be subject to inspection by the St. Johns County Engineering Department, phone (904) 209-0119 for all inspections.**
10. All St. Johns County rights-of-ways shall be restored to its original or better condition, in keeping with St. Johns County specifications, and in a manner satisfactory to the Engineering Operations, Public Works Division and /or Development Services Department. See also General Conditions, Note#20 for other important requirements.
11. All installation shall conform where applicable, to the Utility Accommodation Guide, FDOT, and latest edition.
12. Attached drawings covering details of this installation shall be made a part of this permit. Final sketches or drawings showing installation "as built" shall be filed with Engineering Operations within Thirty (30) days of completion. All changes made during construction shall be recorded on the "as built" drawings. Drawings shall give accurate dimensions of concealed and underground construction with vertical and horizontal locations of work from easily identified fixed reference points. **A set of stamped drawings signed and sealed by a Florida Registered Engineer may be required with the submittal drawings as determined by the Engineering Right-of-Way Division Manager.**
13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of St. Johns County's right, title and interest in the land to be entered upon and used by the holder, and the holder, will at all times, assume all risk and indemnify, defend and save harmless the County of St. Johns and all of its Departments from and against any and all loss, damage, cost or expense arising in any manner on account of the exercises or attempted exercises by said holder of the aforesaid rights and privileges. (FS 125.42(1)c)

Exhibit "B", cont.

GENERAL CONDITIONS –CONTINUED

Revised 04/10

14. *In case of noncompliance with any St. Johns County requirements, this permit is void and the facility will have to be brought into compliance or removed from the right-of-way immediately at no cost to St. Johns County.*
15. St. Johns County reserves the right to withhold issuance of current and future permits to the applicant for failing to comply with St. Johns County or the Engineering Operations Division requests, General Conditions, Ordinances, permit request, Resolutions, or ANY part of the St. Johns County's Land Development Code.
16. Applicant/Licensee agrees to indemnify, hold harmless, defend from, and release the County, its Board of County Commissioners, and members thereof, from any loss, damage, suit, judgment, action, cost, or expense incurred, or brought against St. Johns County, its Board of County Commissioners, and members thereof, including personal injury, damage to vehicles, and damage to property, resulting from or arising out of the exercise of the rights and privileges granted by this permit.
17. Pavers are allowed within the St. Johns County rights-of-ways for use as commercial driveways. If there is a new or existing sidewalk within any portion of the new or replacement section of the permitted driveway, no modifications or alterations may be made to the sidewalk in any way without prior written authorization. ADA (Americans with Disabilities Act) standards must be strictly followed and those standards will be noted on your approved permit. Should any portion of the permitted COMMERCIAL DRIVEWAY be determined to be out of compliance with county standards and/or ADA standards, the applicant or the applicant's contractor will be required to remove this non-conforming section and replace it within 48 (forty-eight) hours of written notice by St. Johns County. This requirement will be enforced even if the existing sidewalk or modifications to the sidewalk are not shown on the drawings as submitted with the Commercial Driveway Permit Application. See also Note 14 of the GENERAL CONDITIONS.
18. IMPORTANT WARRANTY INFORMATION: All work performed within the St. Johns County rights-of-ways under an approved Engineering Division right-of-way permit will be warranted for a period not less than (12) twelve months from the expiration date as shown on the permit. However, in the event the project includes open road cuts, roadway cuts, roadway patches, directional drilling or any type of activities conducted under roadways as issued with the approved right-of-way permit, the warranty period shall be indefinite unless compaction test reports, asphalt test reports, reports showing depth of bores and as-builts are provided to the St. Johns County inspector prior to final inspection.
19. Jetting of utilities under roadways is **PROHIBITED** within any and all rights-of-ways of St. Johns County per Section 6.04.04.E.3, page VI-32 of the St. Johns County Land Development Code, Adopted July 29, 1999.
20. It is the sole responsibility of the applicant to video and / or provide detailed digital photographs of the proposed construction site prior to commencing any and all work in order to protect the applicant's interest in the event of disputes between residents, subcontractors, St. Johns County inspectors, etc. In the event of a dispute the applicant will provide St. Johns County a copy of the original video / digital photographs for review. All rights-of-ways must be restored to existing or better conditions as set forth and detailed within the St. Johns County Land Development Code Section 6.04.04.E.5, page VI-32.
21. Applicant must assure that any and all work as permitted is performed within the county owned rights-of-ways only and NOT encroaching in whole or in part onto private property by means of conducting a survey, survey staking, as-builts, etc. It is not the responsibility of the Right-of-Way Permitting Division to ensure the exact location of any proposed work. In the event of a conflict, it will be the responsibility of the permittee to resolve the issue.

EXEMPTIONS

1. Utilities performing emergency maintenance or emergency repair work do not require a right of way permit. However, the Utility must set up a safe work zone in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, (MUTCD) and call (904) 209-0119 to inform the St. Johns County inspector of the unscheduled work and its location. Scheduled work IS NOT considered an emergency. In addition should any damage occur to the roadway system, drainage system, etc. due to the maintenance or emergency repair work a Right-of-Way permit will be required and a fee will be assessed.
2. Developments with approved construction plans by the Development Review Committee (DRC) are exempt from obtaining a separate right of way permit providing ALL on-site and off-site utility work within the rights of ways are shown on the approved engineering plans and constructed prior to final acceptance by St. Johns County.

Exhibit "B", cont.

FEE SCHEDULE FOR RIGHT – OF – WAY PERMITTING

PERMIT APPLICATION NUMBER: #15-101

A) COMMERCIAL DRIVE WAY CONNECTION PERMIT \$150.00 X 1 + \$150.00
B) NEW POLE/STRUCTURE INSTALLATIONS \$27.00 X = \$

INVOLVING NO MORE THAN THREE STRUCTURES
SUBJECT TO:

- ANY EXTENSION TO AN EXISTING OVERHEAD ALIGNMENT
• INSTALLATIONS WITHIN RIGHT-OF-WAY WHICH ARE OUTSIDE OF EXISTING ALIGNMENT

C) CONDUIT SERVICE LATERAL INSTALLATIONS \$35.00 X = \$
WHICH DO NOT CROSS A ROADWAY AND ARE PLACED PERPENDICULAR TO THE RIGHT-OF-WAY LINE

D) ALL OTHER USES, INCLUDING UTILITIES REVIEW AND INSPECTION
• BASE REVIEW FEE \$100.00 X 1 = \$100.00
• PER EACH BORE LOCATION \$50.00 X = \$
• PER EACH ROADWAY CUT LOCATION \$250.00 X = \$
• PER 1,000 LINEAR FT. OF OVERHEAD \$16.00 / 1000' X = \$
• PER 1,000 LINEAR FT. OF UNDERGROUND \$35.00 / 1000' X = \$

E) LANDSCAPING (PLUS BASE FEE) \$108.00 X = \$

F) IRRIGATION \$130.00 BASE = \$20.00 / 1000 LINEAR FEET X = \$

G) HOUSE MOVING (COST/HOUSE) \$108.00 X = \$

H) SIDEWALK CONSTRUCTION \$75.00 / 100' X = \$

I) ROADWAY/DRAINAGE CONSTRUCTION \$150.00 / 1/4 MILE (1,320') X = \$

J) RIGHT-OF-WAY PERMIT TIME EXTENSION TOTAL COST \$54.00 \$
(ONE YEAR MAXIMUM FROM ORIGINAL APPROVAL DATE)

K) PENALTY FOR WORK WITHOUT A PERMIT (*FIRST OFFENSE)-DOUBLE THE APPLICABLE FEE + \$250.00

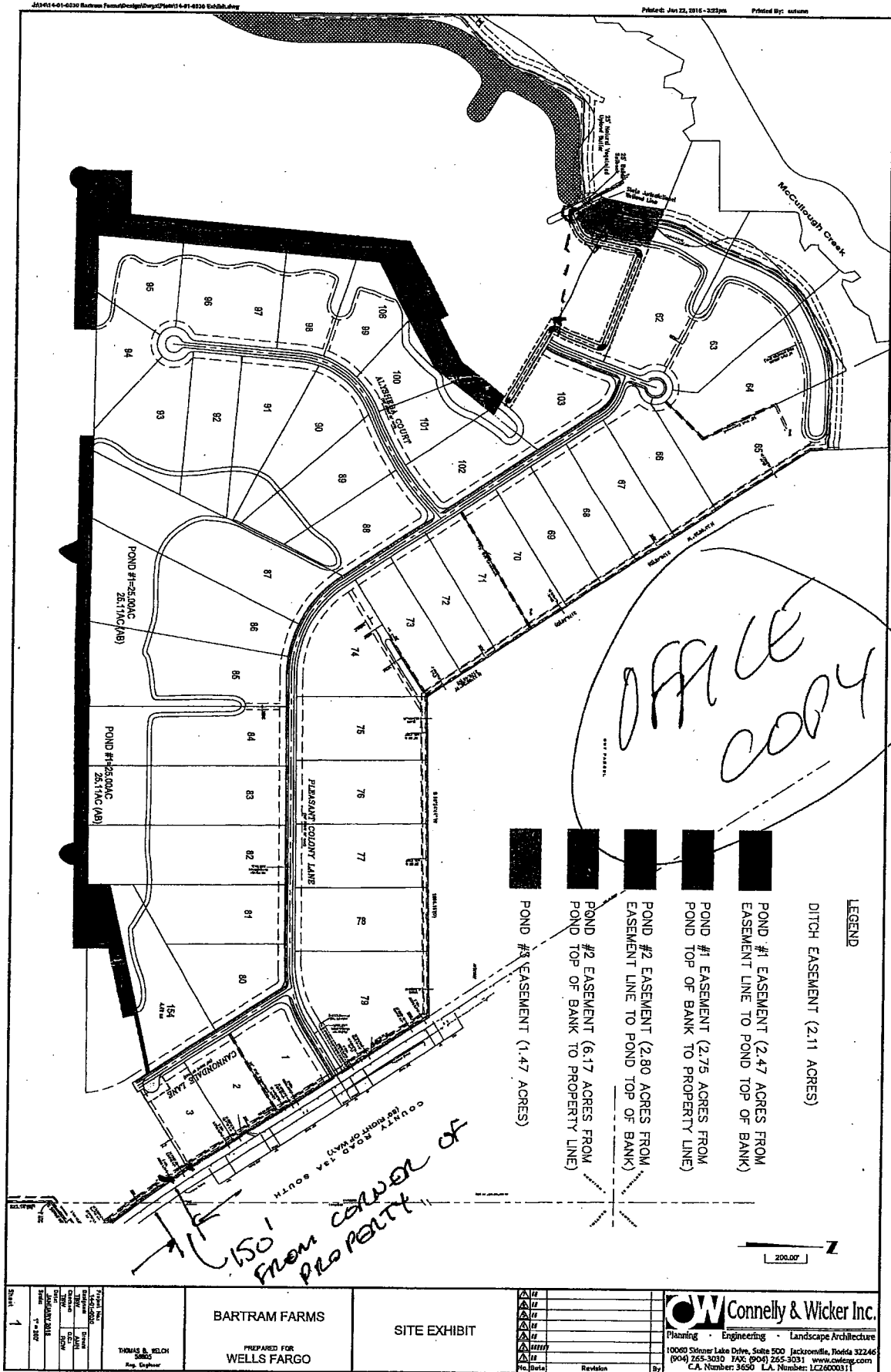
L) PENALTY FOR WORK WITHOUT A PERMIT (**SECOND OFFENSE)-DOUBLE THE APPLICATION FEE + \$1,000.00 **WITHIN A ONE (1) YEAR PERIOD OF FIRST OFFENSE

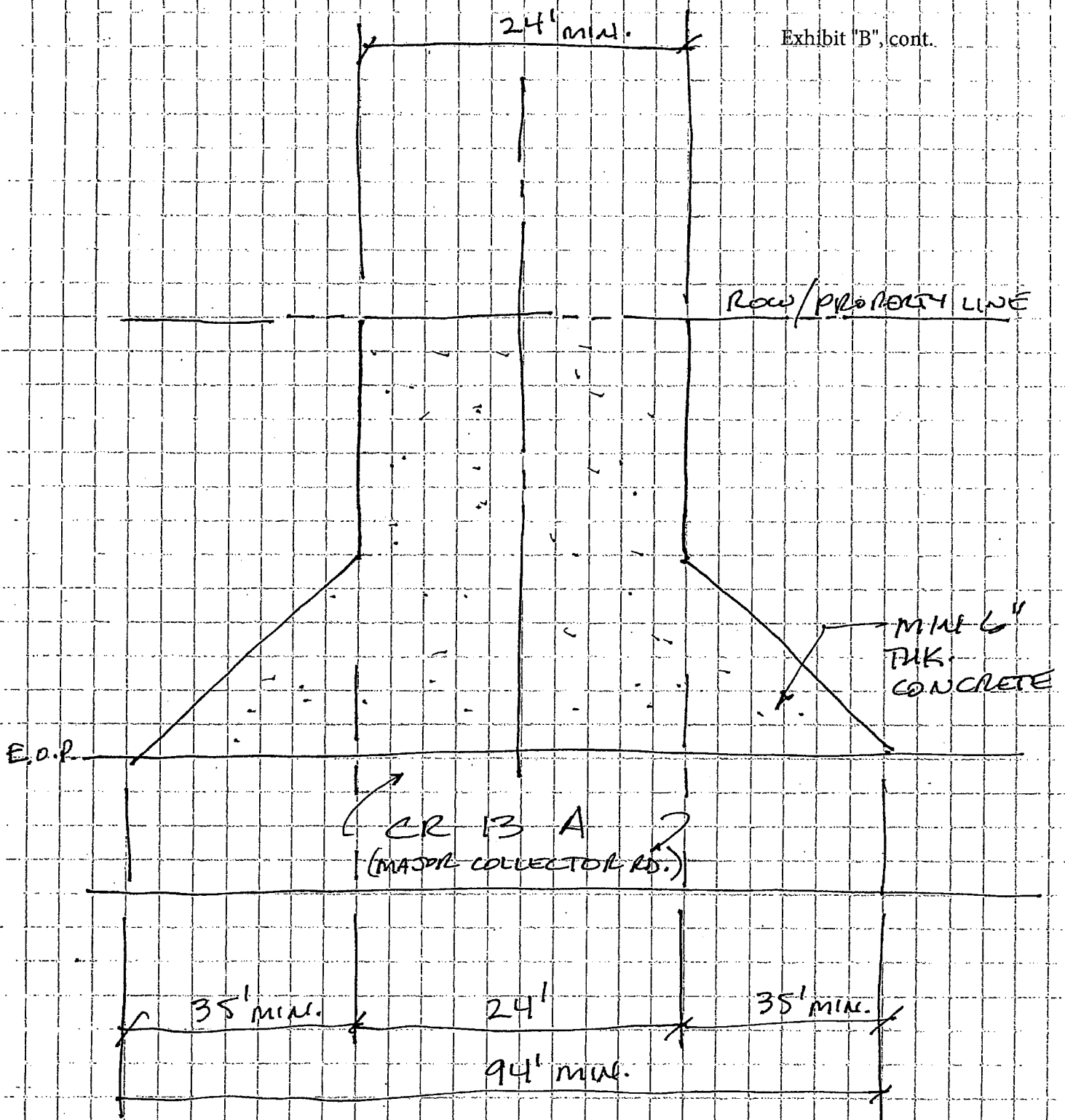
TOTAL COST: \$250.00
ADDITIONAL COST: \$

NOTES:

REVIEWED BY: [Signature] (SJC PERSONNEL) DATE: 02/11/15

15-101





*ROAD & BRIDGE TO VISIT SITE & DETERMINE IF A CULVERT (RCP) IS REQUIRED.

* IF A CULVERT (RCP) IS REQUIRED, ROAD & BRIDGE TO SIZE & SET CULVERT ELEVATIONS.

[Signature]