

RESOLUTION NO. 2016- 286

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A ROAD MAINTENANCE COST SHARE AGREEMENT ON BEHALF OF THE COUNTY WITH THE RIVERS EDGE PLANTATION HOMEOWNER'S ASSOCIATION, RELATING TO A ONE-TIME MILLING AND RESURFACING OF THE ROADWAYS WITHIN SAID SUBDIVISION WITH CONTRIBUTIONS BY BOTH PARTIES AS SPECIFIED PER THE AGREEMENT AND AUTHORIZING ITS EXPENDITURE BY THE PUBLIC WORKS DEPARTMENT.

RECITALS

WHEREAS, River's Edge Plantation Homeowners Association, Inc. ("River's Edge") owns the roads and right-of-way ("Roads") in the River's Edge Plantation Subdivision (the "Subdivision"), recorded in Map Book 27, Pages 88 through 98; and

WHEREAS, there is a question whether the Subdivision Roads are to be maintained by St. Johns County and whether the Roads have been accepted in the County Road System; and

WHEREAS, due to this uncertainty, River's Edge has not accrued for the maintenance and repair of the Subdivision Roads; and

WHEREAS, the Subdivision Roads are presently in good condition, but will need maintenance at some future date; and

WHEREAS, in an effort to mutually and amiably resolve this uncertainty, River's Edge and St. Johns County desire to enter into the terms and conditions of a Road Maintenance Cost Share Agreement; and

WHEREAS, under the terms and conditions of the Road Maintenance Cost Share Agreement, St. Johns County would mill and resurface the Subdivision Roads only once at a future date to be determined by the County Engineer and would contribute one-half of the total cost for such work, up to a maximum contribution by St. Johns County of \$69,250.00. River's Edge would contribute one-half of the total cost and, if the total cost exceeds \$138,500.00, would pay all costs in excess of that amount; and

WHEREAS, the Road Maintenance Cost Share Agreement would be a one-time expense by the County incurred when the work is completed and no later than December 31, 2024; and

WHEREAS, once the one-time maintenance is completed, the maintenance of the

Subdivision Roads shall be at the sole expense of River's Edge, its successor or assigns; and

WHEREAS, undertaking such work serves the interests of St. Johns County, and resolves uncertainties in the best interest of the public and for a public benefit; and

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 are adopted as findings of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute the Road Maintenance Cost Share Agreement with River's Edge Plantation Homeowners Association, Inc.

Section 3. 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 20th day of September, 2016.

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

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterum
Deputy Clerk

RENDITION DATE 9/22/16



ROAD MAINTENANCE COST SHARE AGREEMENT

THIS AGREEMENT (“Agreement”) made on this _____ day of _____, 2016, is entered into by and between St. Johns County (“County”), a political subdivision of the State of Florida, whose mailing address is 500 San Sebastian View, St. Augustine, Florida, 32084, and River’s Edge Plantation Homeowners Association, Inc. (River’s Edge), a non-profit corporation authorized to operate in the State of Florida, whose mailing address is P.O. Box 544, St. Augustine, FL 32085 .

RECITALS

WHEREAS, Rivers Edge owns the roads and right-of-way (“Roads”) in the River’s Edge Plantation Subdivision (the “Subdivision”), recorded in Map Book 27, Page 88 – 98 (attached and incorporated herein as “Exhibit A”); and

WHEREAS, there as a question whether the Subdivision Roads are to be maintained by St. Johns County and whether the Roads have been accepted in the County Road System;

WHEREAS, due to this uncertainty River’s Edge has not accrued for the maintenance and repair of the Subdivision Roads;

WHEREAS, the Subdivision Roads are at the date of this Agreement in good condition, but will need maintenance at some future date;

WHEREAS, in an effort to mutually and amiably resolve this uncertainty, River’s Edge and the County desire to enter into the terms and conditions of this Agreement;

WHEREAS, the County and River’s Edge have agreed on a cost-sharing project such that the County shall mill and resurface the Subdivision Roads only once at a future date, with one-half of the cost for such work contributed paid by the County and the other half paid by River’s Edge;

WHEREAS, the estimated total cost amounts are based on a 2024 cost project for a mill and overlay treatment, with costs calculated at 2024 figures; and

WHEREAS, once the one-time maintenance is completed, the maintenance of the Subdivision Roads shall be at the sole expense of River’s Edge, its successor or assigns; and

WHEREAS, undertaking such work serves the interests of the local citizens and visitors of the County, and resolves uncertainties in the best interest of the public and for a public benefit;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which is acknowledged, the County and River’s Edge agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are hereby incorporated into the body of this Agreement by reference.

2. **County Obligations.** The County shall:

- i. **County Inspection.** The County shall inspect the road right-of-ways. The County Engineer shall determine when milling and resurfacing of the Subdivision Roads is warranted. Notwithstanding, the above sentence, the milling and resurfacing of the subdivision roads shall occur no later than December 31, 2024. .
- ii. **Estimated Total Cost.** The County shall provide to River's Edge an Estimated Total Cost for the milling and resurfacing of the Subdivision Roads.
- iii. **County Contribution.** For one time only, the County shall contribute one-half (1/2) of the Total Cost for the milling and resurfacing of the Subdivision Roads, up to a maximum Total Cost amount of \$138,500.00. This amount (1/2 of the Total Cost) shall be known as the County Contribution.
- iv. **One-time Milling and Resurfacing of the Subdivision Roads.** For one time only, at a time when milling and resurfacing of the roads are warranted, as determined by the County Engineer, but in no event later than December 31, 2024. , and provided River's Edge has paid the River's Edge Contribution, and subject to appropriation of funds, the County shall mill and resurface the Subdivision Roads to St. Johns County standards using the funds from the County Contribution and River's Edge Contribution.
- v. **Inspection.** Upon milling and resurfacing, the County shall inspect the work done above for compliance with St. Johns County standards.
- vi. **Warranty Period.** County shall warranty the work done in sub-section 2(iv) above for a period of twelve (12) months beginning the day following the day upon which the work was completed. Upon written notice from River's Edge or its representative to the County that any aspect of the work contemplated in sub-section 2(iv) is found not to be in good repair, the work shall be corrected by the County. Such correction shall be made without further cost the River's Edge and the scope of the warranty shall include all damage caused by such defect, deficiency, deterioration, departure, or other condition necessitating correction along with any correction of damages caused by its repair, replacement, or correction. For the purposes of this provision, "good repair" shall mean a condition free from any defect, functional problem or structural deterioration (except from ordinary and natural wear) which appreciably

reduces the effectiveness or efficiency of the property or material contemplated for the purpose(s) intended, or any departure from the standards of original construction or applicable permits pertaining to the property at issue.

- vii. **Notice to River's Edge prior to Commencement.** The County shall provide a seventy-two (72) hour notice to River's Edge prior to commencement of the milling and resurfacing contemplated in sub-section 2(iv) above.
- viii. **Obligations non-recurring.** The obligations above are non-recurring and shall occur only once. Nothing in this Agreement constitutes a reoccurring obligation by the County for continual inspection, maintenance, warranty, or any other action by the County.

3. **River's Edge Obligations.** River's Edge shall:

- i. **Accrual for Maintenance.** Accrue for the maintenance of the private roads within the River's Edge Plantation Subdivision.
- ii. **Grant of Access.** Upon notice by the County for the commencement of work, grant access to the County to work on the Subdivision Roads.
- iii. **River's Edge Contribution.** At a time when the maintenance and repair of the roads are warranted, as determined by the County Engineer, River's Edge shall pay for the remainder of the Total Cost for the milling and resurfacing of the Subdivision Roads. If the Total Cost exceeds \$138,500.00, a maximum of \$69,250.00 (1/2 of \$138,500.00) shall be contributed by the County and the remainder shall be paid by River's Edge. This amount will be known as the River's Edge Contribution.
- iv. **Acknowledgement.** Acknowledge that the Subdivision Roads are private and shall not be further maintained by the County. Any future maintenance or work on the Subdivision Roads shall be at the sole expense of River's Edge, its successor or assigns.
- v. **Release after Warranty.** After the expiration of the twelve (12) month period of time referenced in Sub-section 2(vi) ("Warranty Period"), release and hold the County harmless from any claims related to the Subdivision Roads as described in this Agreement that are in existence at the time of the expiration of the Warranty Period. Such release shall be self-executing, and no further documentation or action shall be necessary for the release to become effective; provided, however, that any claims or disputes of which the County has been provided notice prior to the expiration of the Warranty Period shall operate to toll the Warranty Period until such claims or disputes have been resolved or abandoned in writing.

4. **Release and Settlement.** River's Edge releases the County from any and all claims that the Subdivision Roads have been offered to and accepted by St. Johns County by any previous actions or actions in connection with or in furtherance of this agreement, and acknowledges that the Subdivision Roads are not owned or maintained by St. Johns County.
5. **Indemnification.** River's Edge, its successors or assigns, shall indemnify, defend, and hold County, its successors and assigns, harmless from and against any and all claims, losses, costs or damages, including without limitation, attorney's fees and costs, occasioned by any act omission to act, or negligence of the Grantee, their agents and employees arising out of, connected with, related with, or growing out of (directly or indirectly) the use, construction, installation, operation, repair, or maintenance of the Subdivision Roads in connection with this Agreement.
6. **Access to Records.** The access to, disclosure, non-disclosure or exemption of records associated with the Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable state or federal law. Access to such public records may not be blocked, thwarted and/or hindered by placing the public records in the possession of a third party or an unaffiliated party.
7. **Review of Records.** As a condition of entering into this Agreement, and to ensure compliance as it relates to any applicable law, rule or regulation, River's Edge authorizes the County to examine, review, inspect and/or audit all records associated with this Agreement, except any materials protected by the attorney-client or other legal privilege. It is specifically noted that River's Edge is under no duty to provide review of records not related to this Agreement, and is otherwise protected by local, state or federal law.
8. **Relationship of County and River's Edge.** This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association or joint venture between the County and River's Edge.
9. **No Offer or Acceptance of Dedication.** Nothing herein shall be deemed as an offer by River's Edge to the County for the dedication of roads or right-of-way, nor shall this be deemed as acceptance by the County of any offer of dedication.
10. **No Third Party Beneficiaries.** Both the County and River's Edge explicitly agree, and this Agreement explicitly provides that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.
11. **Severability.** If any provision of this Agreement or application thereof is declared void, unconstitutional or invalid for any reason, then such provision shall be severable and the remaining provisions of this Agreement shall remain in full force and effect.

12. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.
13. **Dispute Resolution.** The parties expressly acknowledge that litigating disputes arising out of this Agreement in a court of law could result in substantial financial burdens on the members of River's Edge and on the taxpayers of the County. Therefore, the parties agree that all disputes arising out of this agreement regarding: whether the work was performed to the required specifications expressed or incorporated herein; whether a defect or other condition requires correction pursuant to the Warranty provided herein; the scope of the Warranty provided herein; and any other dispute regarding the parties' obligations pursuant to this Agreement shall be decided by the following procedure.
 - i. **Notice.** The party claiming that the other party has failed to satisfy an obligation pursuant to this Agreement ("Aggrieved Party") shall provide written notice to the other party ("Responding Party") of the nature of the alleged breach and provide no fewer than fifteen (15) calendar days from receipt within which to cure the alleged breach or provide a written response to the Aggrieved Party affirmatively disputing the Aggrieved Parties' claim(s). The notice provided by the Aggrieved Party must list with reasonable specificity the actions that must be taken to cure the alleged breach. The notice disputing the breach provided by the Responding Party must be placed in the mail within the time period specified above.
 - ii. **Failure to Cure or Respond.** If the Responding Party fails to cure the breach or dispute the alleged breach in writing within fifteen (15) calendar days from receipt of the Aggrieved Party's notice, then such failure shall constitute an admission of breach of the items specified in the notice and shall entitle the Aggrieved Party to pursue a lawsuit in a court of law for any and all legal and equitable relief available. The Responding Party's failure to respond shall be admissible in evidence and shall be conclusive proof of breach regarding the items listed in the Aggrieved Party's notice, leaving only the issue of damages or nature of injunctive relief to be decided by the court. In any such action, the prevailing party shall be entitled to reasonable attorney's fees and costs, including pre-suit investigation, preparation, and through all appellate proceedings, if any.
 - iii. **Procedure after Written Dispute.** If the Responding Party provides a written response to the Aggrieved Party's notice within the above-prescribed time period disputing the alleged breach, then the parties agree to resolve the dispute as follows:
 - a. The Aggrieved Party shall choose one duly-licensed engineer. After the Aggrieved Party has chosen an engineer, the

Responding Party shall have twenty (20) calendar days within which to choose a duly-licensed engineer. The engineers chosen by each party shall choose a third engineer. In the event that the engineers chosen by each party are unable to agree on a third engineer, then they shall meet and call the Florida Board of Professional Engineers (“FBPE”) for a recommendation as to a third engineer. The engineers recommended by the FBPE shall be contacted in the order recommended and the first to respond and agree shall serve as the third engineer. No engineer shall be liable to any party for any actions, events, or omissions that occur as a result of his or her participation in this dispute resolution process.

- b. After three engineers have been selected, each engineer shall review this Agreement and the notices provided by the Aggrieved and Responding Party to determine whether a breach has occurred. The engineers shall be entitled to perform a physical inspection of the property concerning all items in dispute. The engineers shall be entitled to ask the parties questions regarding the dispute and all responses shall be communicated to both parties and all engineers. Such questions may be posed in writing or at a meeting at which all parties have notice and the right to be present.
 - c. Within sixty (60) calendar days of the selection of the third engineer or fifteen (15) calendar days of the last response to any question posed by the engineers, whichever occurs later, the engineers shall make a decision, by majority vote, as to whether a breach has occurred and what steps the Responding Party must take, if any, to cure the breach or correct the issues listed in the Aggrieved Party’s notice. The engineers shall provide a reasonable time period within which the Responding Party must take the action determined by the engineers, if any. Such decision shall be in writing and shall be admissible in any proceeding to enforce the engineers’ determination. If the Responding Party fails to take the specified action within the time provided by the engineers, the Aggrieved Party shall be entitled to file an action in a court of law to enforce the engineers’ decision. In any such action, the prevailing party shall be entitled to reasonable attorney’s fees and costs, including pre-suit investigation, preparation, and through all appellate proceedings, if any.
- iv. **Costs.** All costs associated with the dispute resolution procedure herein, including any fees charged by the engineers to consider any disputes, shall be borne equally by River’s Edge and the County.

v. **Good Faith.** Failure to comply with the dispute resolution procedures herein in good faith shall also constitute a breach of this agreement.

14. **Amendment.** Both the County and River's Edge acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by duly authorized representatives of each party.

15. **Notices.** All official notices to the County shall be delivered either by hand (receipt of delivery required), or by first class mail to:

Jay Brawley, P.E., County Engineer
2740 Industry Center Road
St. Augustine, FL 32084

With a copy to:

Office of County Attorney
500 San Sebastian View
Saint Augustine, Florida 32084

All official notices to River's Edge shall be delivered either by hand (receipt of delivery required), or by first class mail to:

River's Edge Plantation Homeowner's Association
Attn: Chris A. Rice, President
P.O. Box 544
Saint Augustine, Florida 32085

All other correspondence, not classified as official notice, may be delivered, disseminated or submitted by any means acceptable to both parties.

16. **Authority to Execute.** Each party covenants to the other party that it has lawful authority to enter into this Agreement, and consents to the execution of this Agreement by the party's authorized representative.

17. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

St. Johns County

Signed: _____

Date: ___/___/___

Printed: _____

As its: _____

River's Edge Plantation Homeowner's Association, Inc.

Signed: _____

Date: ___/___/___

Printed: _____

As its: _____

EXHIBIT

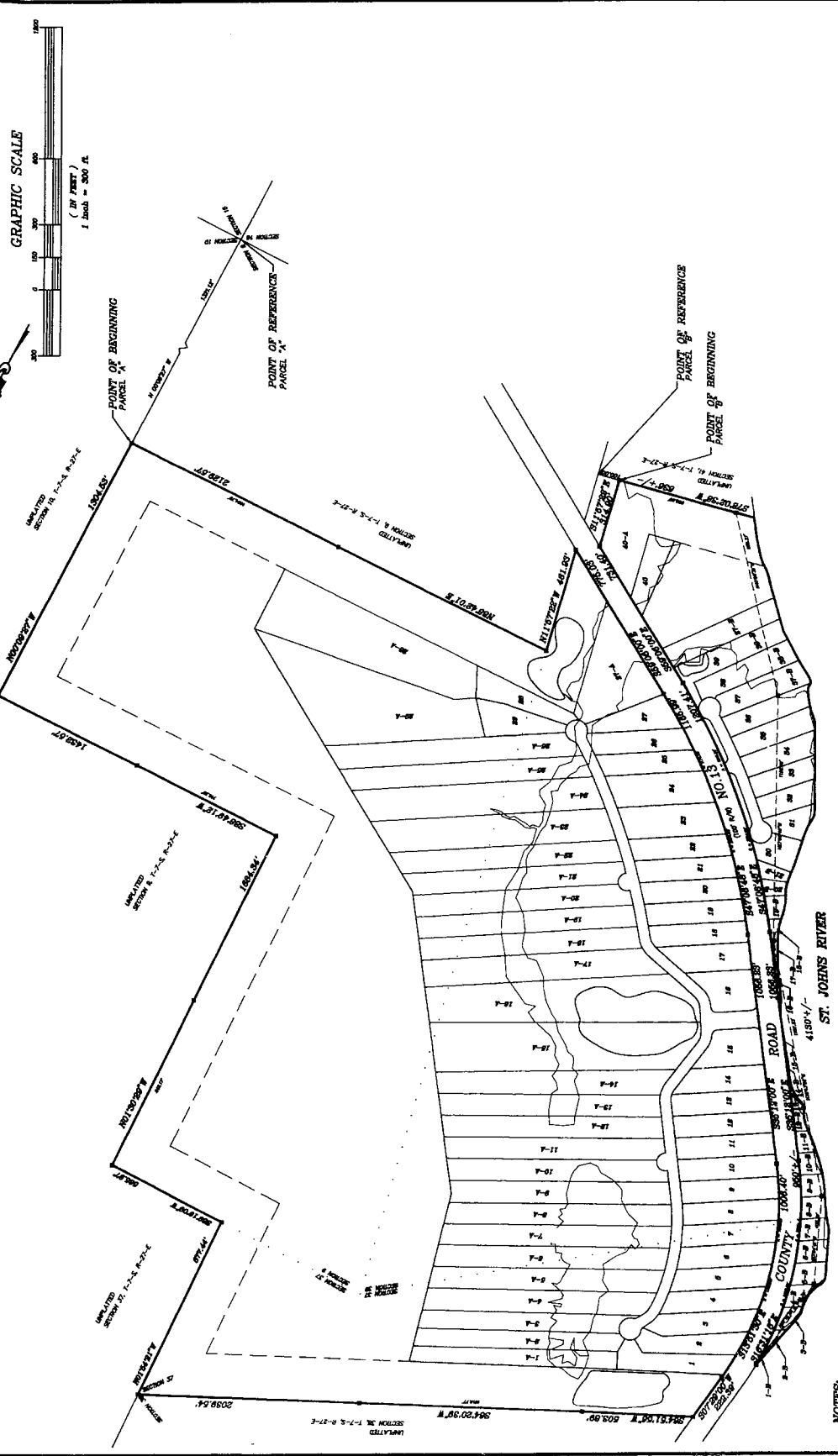
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RIVER'S EDGE PLANTATION

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KEY SHEET

GOVERNMENT LOTS 2 AND 3, SECTION 8, TOWNSHIP 17N, RANGE 27E, COUNTY OF ST. JOHNS COUNTY, FLORIDA, AND A PORTION OF THE E.L. WATSON GRANT, SECTION 9, TOWNSHIP 17N, RANGE 27E, COUNTY OF ST. JOHNS COUNTY, FLORIDA.



- NOTES:**
- 1.) ■ Denotes Permanent Reference Monuments Stamped RLS #414.
 - 2.) ○ Denotes Permanent Control Points Stamped RLS #414.
 - 3.) C1 Denotes Radial Curve Data.
 - 4.) C2 Denotes Point of Curvature.
 - 5.) T1 Denotes Point of Tangency.
 - 6.) P.C. Denotes Point of Curvature.
 - 7.) P.C.C. Denotes Point of Compound Curve.
 - 8.) (10) Denotes Road Line.
 - 9.) (10) Denotes Road Line as right-of-way sets of County Road No. 13 per Florida Dept. of Transportation, Right-of-Way Maps.
 - 10.) There may be additional restrictions that are not recorded in the public records of the county.
 - 11.) All easements on the Fishery, Utilities and Sewers and Cable television are shown as noted.
 - 12.) The Lots shown herein are a pictorial representation only and do not represent the actual "AS BUILT" conditions.
 - 13.) Lots 1-10 are designated with an "A" are used for residential and/or agricultural purposes as specified in the platification and/or agricultural purposes as specified in the platification.
 - 14.) Lots 11-30 are designated with a "B" are used for residential and non-residential use and are to be used for residential and non-residential use and other use as specified in the platification documents for the individual lot owners.
 - 15.) The appropriate laws with which this plat is shown herein is not a title property boundary and are not located in accordance with procedures specified in the act and rules of Chapter 17-1, Title of the Department of Natural Resources, as amended to be or be obtainable on a title property boundary and to be obtained before any administrative body or court.
 - 16.) Proposed Fishery, Utilities and Sewers are shown in brackets [] as provided by Hill, Boring and Associates, Inc. project engineers, and are subject to change from time to time at the discretion of the appropriate body thereof.
 - 17.) Correct law provides that in construction, filling, removal of earth, cutting of levees or other works and the maintenance of the jurisdictional wetland line as depicted on this plat without the filing of one with which comply with the jurisdictional line. The owner, his agent and the entity performing any activity with the beginning of any work. This wetland jurisdictional line may be approached and reached from time to time by the appropriate government agencies.
 - 18.) The 200' Buffer Area shown herein is contained under the authority of the Florida Department of Environmental Protection, U.S. Army Corps of Engineers and St. Johns River Water Management District.
 - 19.) The Jurisdictional Area shown herein comes under the control of the following agencies: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; U.S. ARMY CORP OF ENGINEERS AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

ST. JOHNS COUNTY LAND SURVEYORS, INC.
5411 BAYMEADOWS WAY, SUITE #2
JACKSONVILLE, FLORIDA 32256
PHONE (904) 731-7230

RIVER'S EDGE PLANTATION

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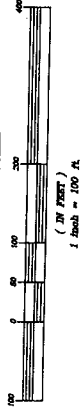
GOVERNMENT LOT 2 AND 3 SECTION 8 AND 9 TOWNSHIP 7 S RANGE 24 E ST. JOHNS COUNTY, FLORIDA
AND A PORTION OF THE E. 1/4 SECTION 8 AND 9 TOWNSHIP 7 S RANGE 24 E ST. JOHNS COUNTY, FLORIDA

TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA	MARKS	GRADE	MARKS	LENGTH	LANESET	COORD.	BEARING	MARKS
C1	100.00'	71.18'	46.87'	58.17'	71.18°	1	100.00'	1	100.00'	100.00'	100.00'	S 18.00° E	1
C2	100.00'	71.18'	46.87'	58.17'	71.18°	2	100.00'	2	100.00'	100.00'	100.00'	S 18.00° E	2
C3	100.00'	71.18'	46.87'	58.17'	71.18°	3	100.00'	3	100.00'	100.00'	100.00'	S 18.00° E	3
C4	100.00'	71.18'	46.87'	58.17'	71.18°	4	100.00'	4	100.00'	100.00'	100.00'	S 18.00° E	4
C5	100.00'	71.18'	46.87'	58.17'	71.18°	5	100.00'	5	100.00'	100.00'	100.00'	S 18.00° E	5
C6	100.00'	71.18'	46.87'	58.17'	71.18°	6	100.00'	6	100.00'	100.00'	100.00'	S 18.00° E	6
C7	100.00'	71.18'	46.87'	58.17'	71.18°	7	100.00'	7	100.00'	100.00'	100.00'	S 18.00° E	7
C8	100.00'	71.18'	46.87'	58.17'	71.18°	8	100.00'	8	100.00'	100.00'	100.00'	S 18.00° E	8
C9	100.00'	71.18'	46.87'	58.17'	71.18°	9	100.00'	9	100.00'	100.00'	100.00'	S 18.00° E	9
C10	100.00'	71.18'	46.87'	58.17'	71.18°	10	100.00'	10	100.00'	100.00'	100.00'	S 18.00° E	10
C11	100.00'	71.18'	46.87'	58.17'	71.18°	11	100.00'	11	100.00'	100.00'	100.00'	S 18.00° E	11
C12	100.00'	71.18'	46.87'	58.17'	71.18°	12	100.00'	12	100.00'	100.00'	100.00'	S 18.00° E	12
C13	100.00'	71.18'	46.87'	58.17'	71.18°	13	100.00'	13	100.00'	100.00'	100.00'	S 18.00° E	13
C14	100.00'	71.18'	46.87'	58.17'	71.18°	14	100.00'	14	100.00'	100.00'	100.00'	S 18.00° E	14
C15	100.00'	71.18'	46.87'	58.17'	71.18°	15	100.00'	15	100.00'	100.00'	100.00'	S 18.00° E	15
C16	100.00'	71.18'	46.87'	58.17'	71.18°	16	100.00'	16	100.00'	100.00'	100.00'	S 18.00° E	16
C17	100.00'	71.18'	46.87'	58.17'	71.18°	17	100.00'	17	100.00'	100.00'	100.00'	S 18.00° E	17
C18	100.00'	71.18'	46.87'	58.17'	71.18°	18	100.00'	18	100.00'	100.00'	100.00'	S 18.00° E	18
C19	100.00'	71.18'	46.87'	58.17'	71.18°	19	100.00'	19	100.00'	100.00'	100.00'	S 18.00° E	19
C20	100.00'	71.18'	46.87'	58.17'	71.18°	20	100.00'	20	100.00'	100.00'	100.00'	S 18.00° E	20

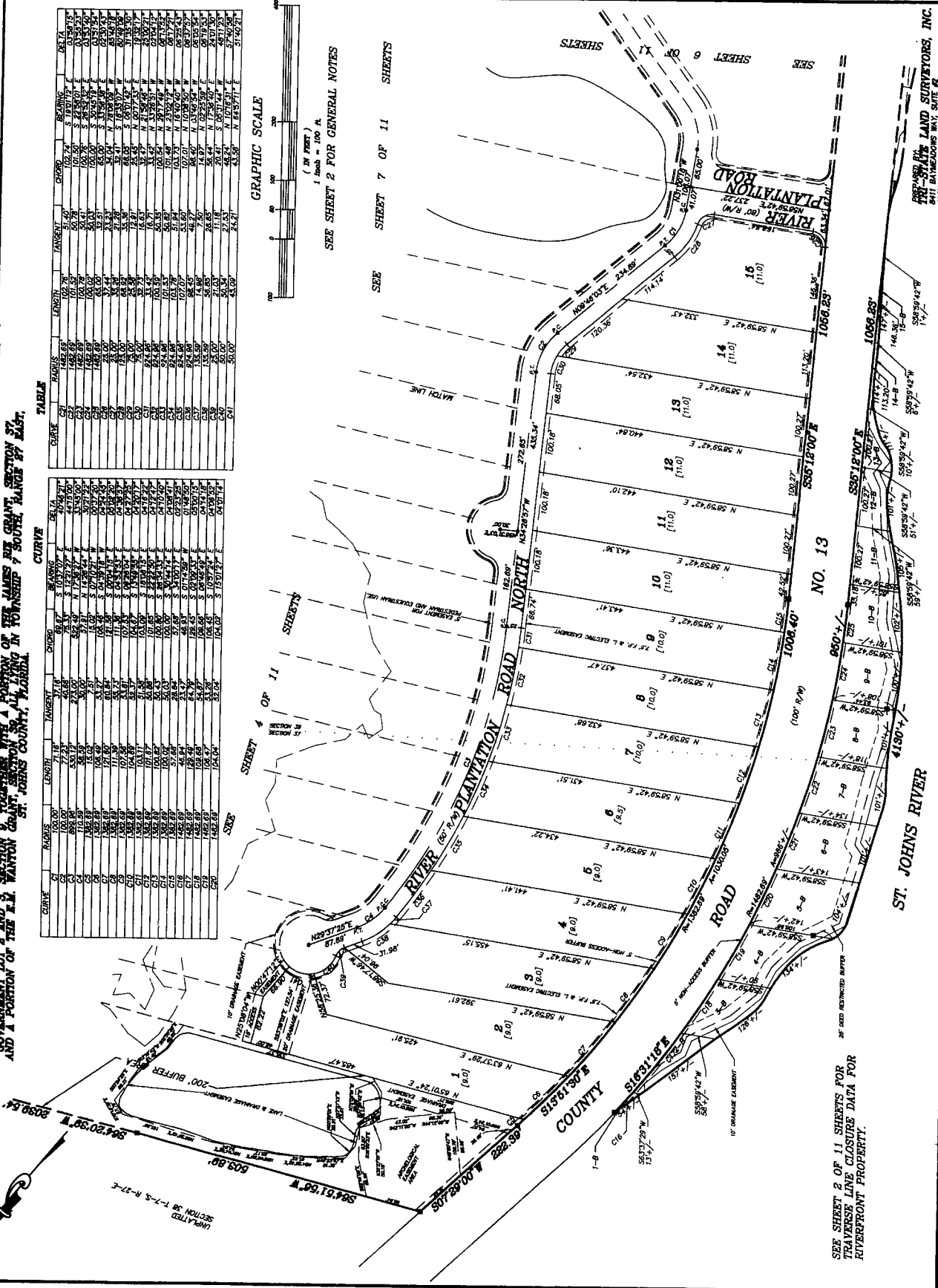
CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA	MARKS	GRADE	MARKS	LENGTH	LANESET	COORD.	BEARING	MARKS
C21	100.00'	71.18'	46.87'	58.17'	71.18°	21	100.00'	21	100.00'	100.00'	100.00'	S 18.00° E	21
C22	100.00'	71.18'	46.87'	58.17'	71.18°	22	100.00'	22	100.00'	100.00'	100.00'	S 18.00° E	22
C23	100.00'	71.18'	46.87'	58.17'	71.18°	23	100.00'	23	100.00'	100.00'	100.00'	S 18.00° E	23
C24	100.00'	71.18'	46.87'	58.17'	71.18°	24	100.00'	24	100.00'	100.00'	100.00'	S 18.00° E	24
C25	100.00'	71.18'	46.87'	58.17'	71.18°	25	100.00'	25	100.00'	100.00'	100.00'	S 18.00° E	25
C26	100.00'	71.18'	46.87'	58.17'	71.18°	26	100.00'	26	100.00'	100.00'	100.00'	S 18.00° E	26
C27	100.00'	71.18'	46.87'	58.17'	71.18°	27	100.00'	27	100.00'	100.00'	100.00'	S 18.00° E	27
C28	100.00'	71.18'	46.87'	58.17'	71.18°	28	100.00'	28	100.00'	100.00'	100.00'	S 18.00° E	28
C29	100.00'	71.18'	46.87'	58.17'	71.18°	29	100.00'	29	100.00'	100.00'	100.00'	S 18.00° E	29
C30	100.00'	71.18'	46.87'	58.17'	71.18°	30	100.00'	30	100.00'	100.00'	100.00'	S 18.00° E	30

GRAPHIC SCALE



SEE SHEET 2 FOR GENERAL NOTES

SEE SHEET 7 OF 11 SHEETS



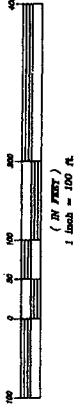
SEE SHEET 2 OF 11 SHEETS FOR TRAVELER LINE CLOSURE DATA FOR RIVERFRONT PROPERTY.

PREPARED BY LAND SURVEYORS, INC.
8411 BAYMEADOWS WAY, SUITE #2
TALLahassee, FLORIDA 32256
PHONE (904) 751-7225

RIVER'S EDGE PLANTATION

MAP BOOK 21 PAGE 9
SHEET 4 OF 11 SHEETS

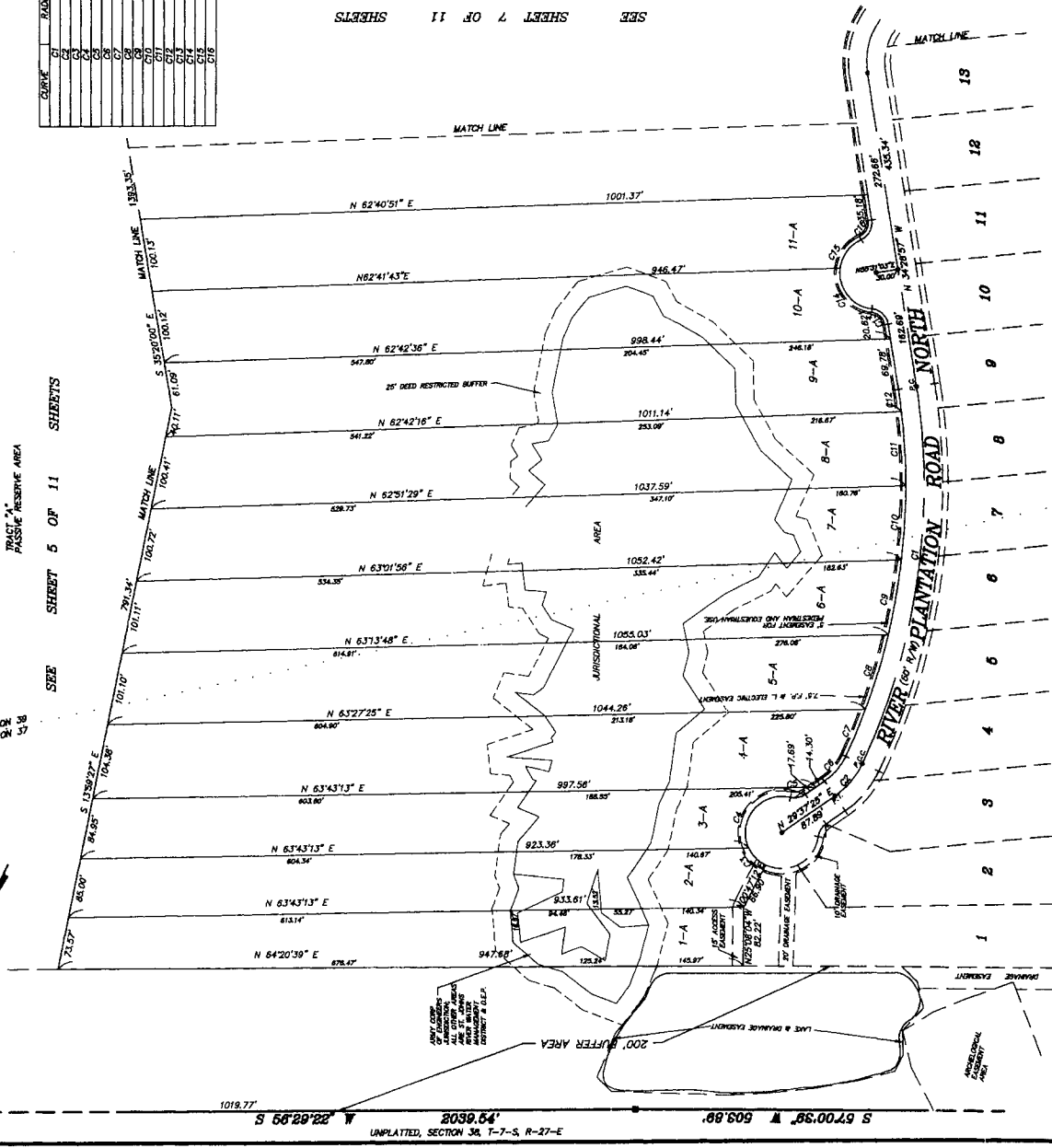
SEE SHEET 2 FOR GENERAL NOTES
GRAPHIC SCALE



CURVE TABLE

CURVE	CL	RADIUS	LENGTH	CHORD	PERCENT	BEARING	STATION
C1	10.39'	10.39'	23.00'	23.00'	100.00%	N 17°30'27" W	851.71
C2	10.39'	10.39'	23.00'	23.00'	100.00%	S 14°28'44" W	872.71
C3	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	976.71
C4	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	1081.43
C5	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	1186.15
C6	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	1290.87
C7	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	1395.59
C8	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	1500.31
C9	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	1605.03
C10	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	1709.75
C11	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	1814.47
C12	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	1919.19
C13	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	2023.91
C14	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	2128.63
C15	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	2233.35
C16	30.00'	30.00'	104.72'	104.72'	100.00%	S 71°03'24" W	2338.07

SECTION 38
SECTION 37
SEE SHEET 5 OF 11 SHEETS



SEE SHEET 7 OF 11 SHEETS

SEE SHEET 8 OF 11 SHEETS

SEE SHEET 3 OF 11 SHEETS

PREPARED BY:
THE STATE LAND SURVEYORS, INC.
111 BANKERS BUILDING, SUITE #2
JACKSONVILLE, FLORIDA 32202
PHONE (904) 731-7233

S 56°28'22" W 1019.77'
S 67°00'38" W 609.88'
2039.54'
UNPLATTED, SECTION 38, T-7-S, R-27-E

RIVER'S EDGE PLANTATION

MAP BOOK 27 PAGE 92
SHEET 6 OF 11 SHEETS

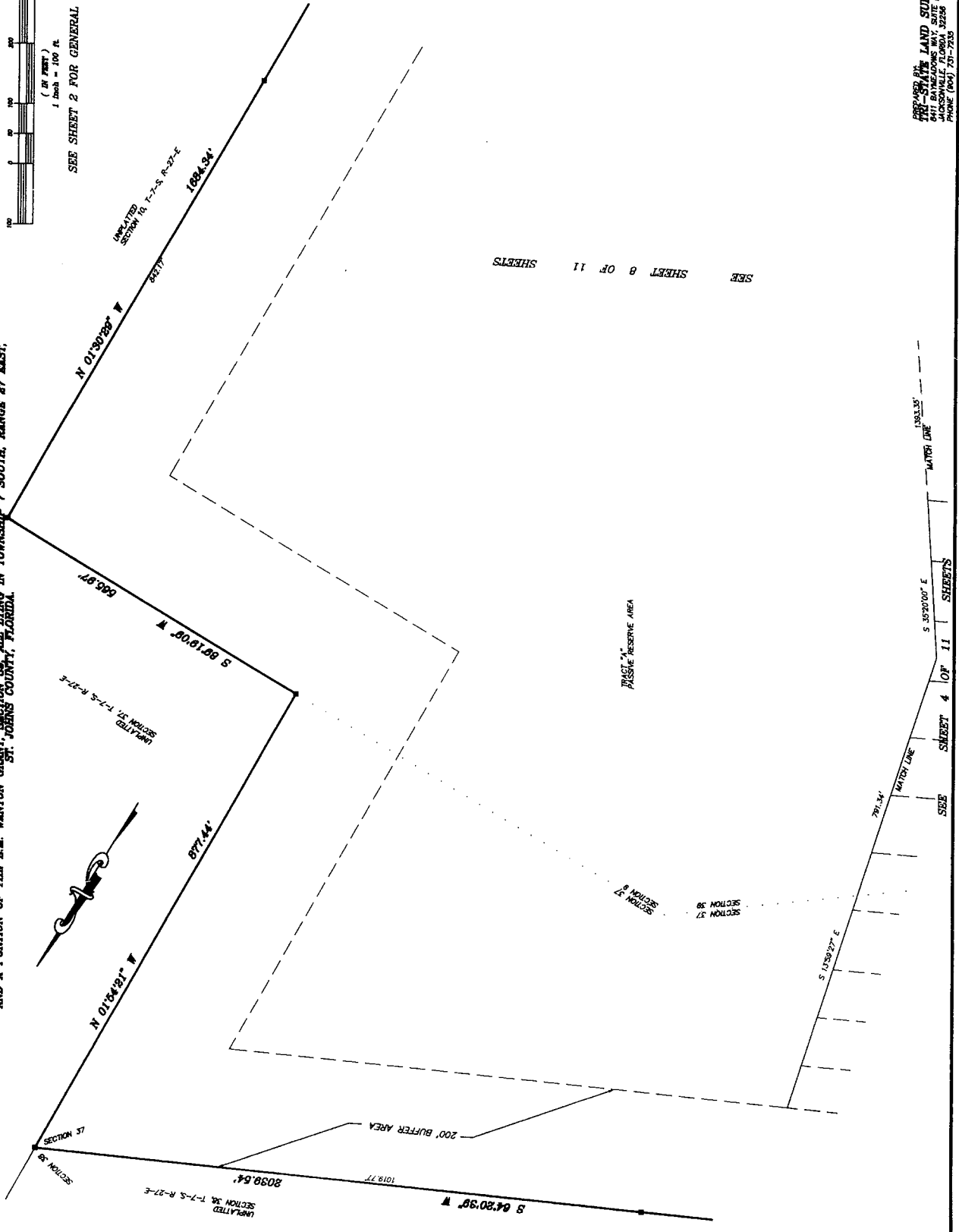
GOVERNMENT LOT 8 AND 2 SECTION 9, TOGETHER WITH A PORTION OF THE JAMES PEE GRANT, SECTION 27,
AND A PORTION OF THE E.L. WATSON GRANT, SECTION 36, ALL LING IN TOWNSHIP 7 SOUTH, RANGE 27 EAST,
ST. JOHNS COUNTY, FLORIDA.

GRAPHIC SCALE



(1 IN PART)
1 inch = 100 ft.

SEE SHEET 2 FOR GENERAL NOTES



SEE SHEET 8 OF 11 SHEETS

SEE SHEET 4 OF 11 SHEETS

THE STATE OF FLORIDA
LAND SURVEYORS, INC.
6411 BAYMEADOWS WAY, SUITE #2
JACKSONVILLE, FLORIDA 32256
PHONE (904) 759-7330

RIVER'S EDGE PLANTATION

GOVERNMENT LOT 8 AND 9, SECTION 9, TOGETHER WITH A PORTION OF THE JAMES RE GRANT, SECTION 37, AND A PORTION OF THE E.M. WATSON GRANT, SECTION 30, ALL BEING IN TOWNSHIP 7 SOUTH, RANGE 87 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 27 OF 11 SHEETS
PAGE 93

GRAPHIC SCALE

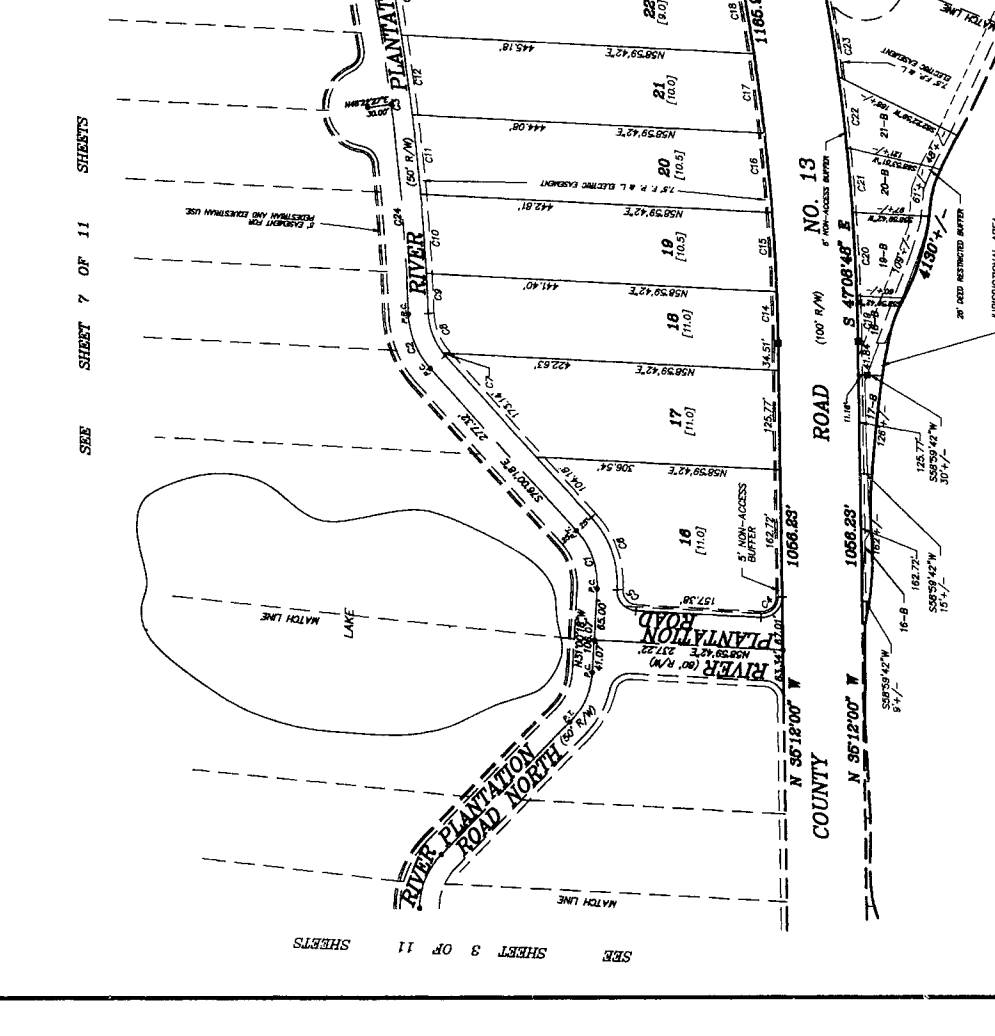


SEE SHEET 2 FOR GENERAL NOTES

TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	102.87	56.81	52.57	78.77	65.0019° W	48.0000°
C2	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C3	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C4	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C5	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C6	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C7	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C8	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C9	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C10	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C11	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C12	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C13	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C14	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C15	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C16	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C17	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C18	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C19	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C20	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C21	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C22	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C23	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C24	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C25	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C26	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C27	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C28	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C29	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
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C34	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
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C36	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C37	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C38	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C39	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C40	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C41	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C42	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C43	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C44	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C45	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C46	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C47	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C48	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
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C56	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C57	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C58	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C59	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C60	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C61	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C62	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C63	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C64	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
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C71	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C72	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
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C81	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C82	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C83	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C84	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C85	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C86	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
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C90	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C91	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C92	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C93	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C94	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C95	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C96	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C97	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C98	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C99	283.33	162.00	150.00	216.00	56.3014° W	108.0000°
C100	283.33	162.00	150.00	216.00	56.3014° W	108.0000°

SEE SHEET 7 OF 11 SHEETS



SEE SHEET 9 OF 11 SHEETS

SEE SHEET 2 OF 11 SHEETS FOR TRAVERSE LINE CLOSURE DATA FOR RIVERFRONT PROPERTY.

PROF. W. W. LAND SURVEYORS, INC.
1411 BAYMEADOWS WAY, SUITE #2
JACKSONVILLE, FLORIDA 32256
PHONE (904) 731-7232

RIVER'S EDGE PLANTATION

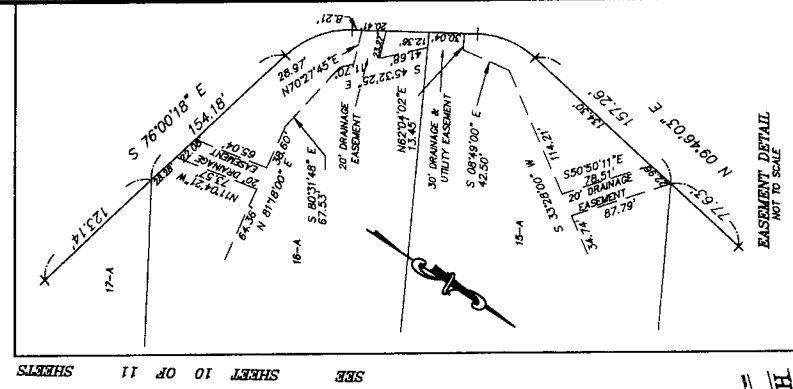
GOVERNMENT LOT 8 AND 9, SECTION 9, TOGETHER WITH A PORTION OF THE JAMES MIZ GRANT, SECTION 37, AND A PORTION OF THE E.M. WANTON GRANT, SECTION 30, ALL LYING IN TOWNSHIP 7 SOUTH, RANGE 87 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 21 PAGE 94
SHEET 7 OF 11 SHEETS

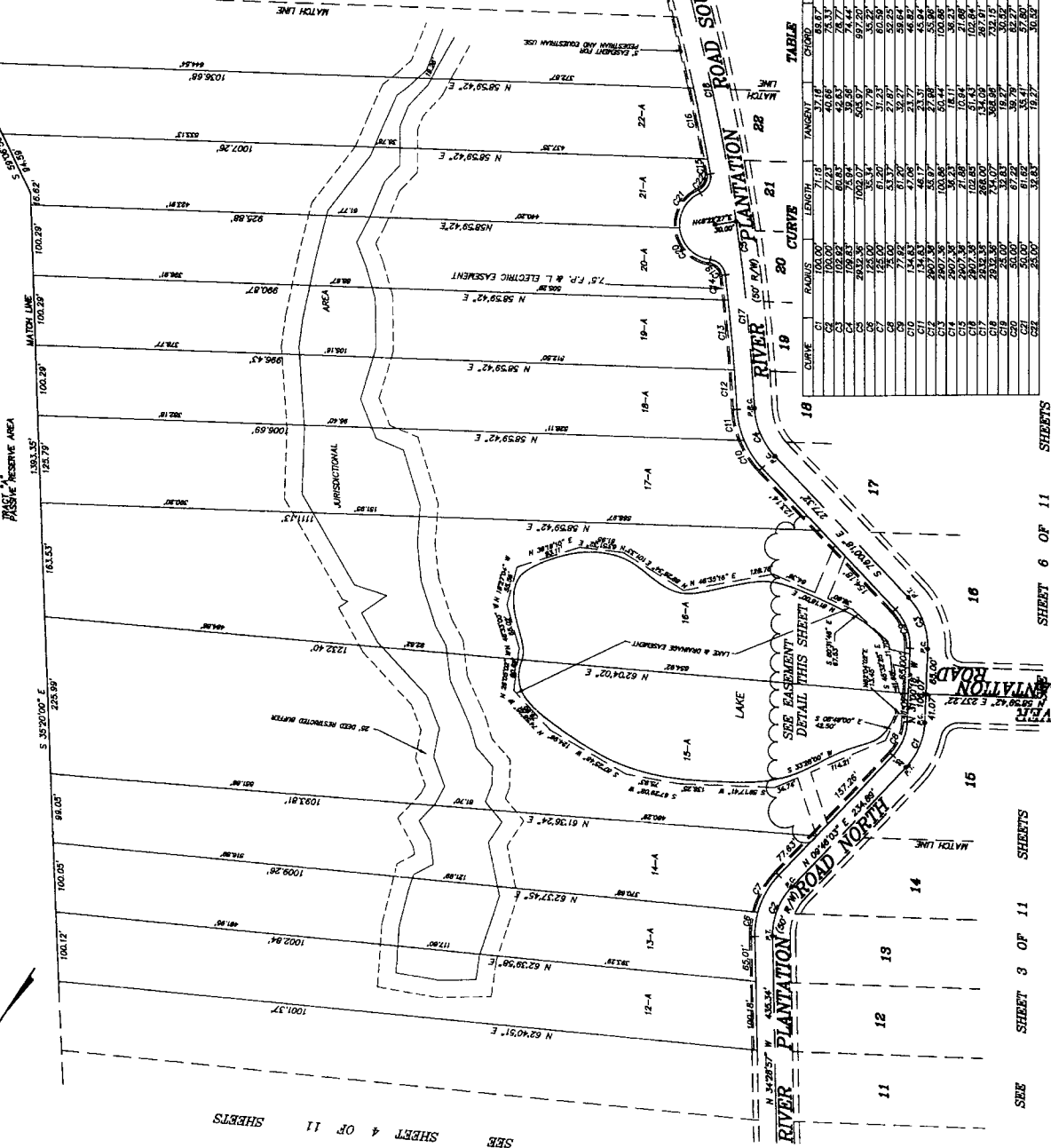
SEE SHEET 2 FOR GENERAL NOTES

SEE SHEET 8 OF 11 SHEETS

PASSIVE RESERVE AREA



SEE SHEET 10 OF 11 SHEETS



SEE SHEET 4 OF 11 SHEETS

SEE SHEET 3 OF 11 SHEETS

SEE SHEET 6 OF 11 SHEETS

TABLE

CURVE	CL	RADIUS	LENGTH	TANGENT	CHORD	AREA	DELTA
C1	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C2	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C3	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C4	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C5	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C6	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C7	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C8	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C9	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C10	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C11	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C12	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C13	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C14	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C15	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C16	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C17	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C18	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C19	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C20	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C21	100.00	100.00	71.62	40.87	71.62	100.00	90.00
C22	100.00	100.00	71.62	40.87	71.62	100.00	90.00



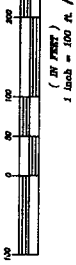
EASEMENT DETAIL
NOT TO SCALE

PREPARED BY
STATE LAND SURVEYORS, INC.
9411 BAYWOODS WAY, SUITE #2
DADE COUNTY, FLORIDA 33148
PHONE (305) 731-7233

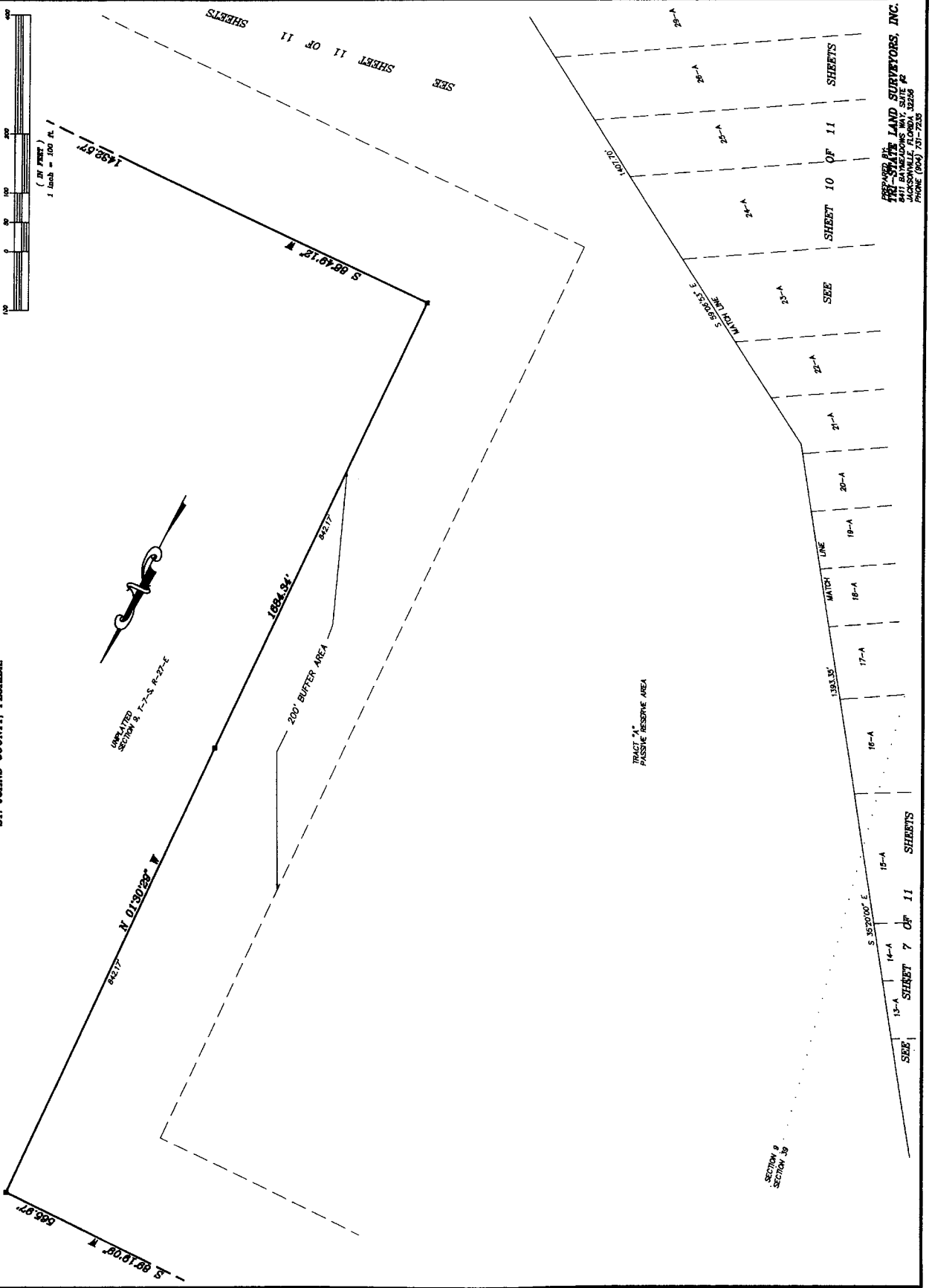
RIVER'S EDGE PLANTATION

MAP BOOK 21 PAGE 95
SHEET 8 OF 11 SHEETS

SEE SHEET 2 FOR GENERAL NOTES
GRAPHIC SCALE



GOVERNMENT LOT 8 AND 1/2 SECTION 8 TOWNSHIP 17 N RANGE 17 E
AND A PORTION OF THE S.E. QUARTER SECTION 8 TOWNSHIP 17 N RANGE 17 E
ST. JOHNS COUNTY, FLORIDA



THE LAND SURVEYORS, INC.
4411 PARKWAY, SUITE #4
JACKSONVILLE, FLORIDA 32256
PHONE (904) 751-7205

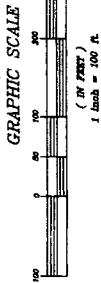
RIVER'S EDGE PLANTATION

MAP BOOK 21 PAGE 96
SHEET 8 OF 11 SHEETS

SEE SHEET 2 FOR GENERAL NOTES
CURVE

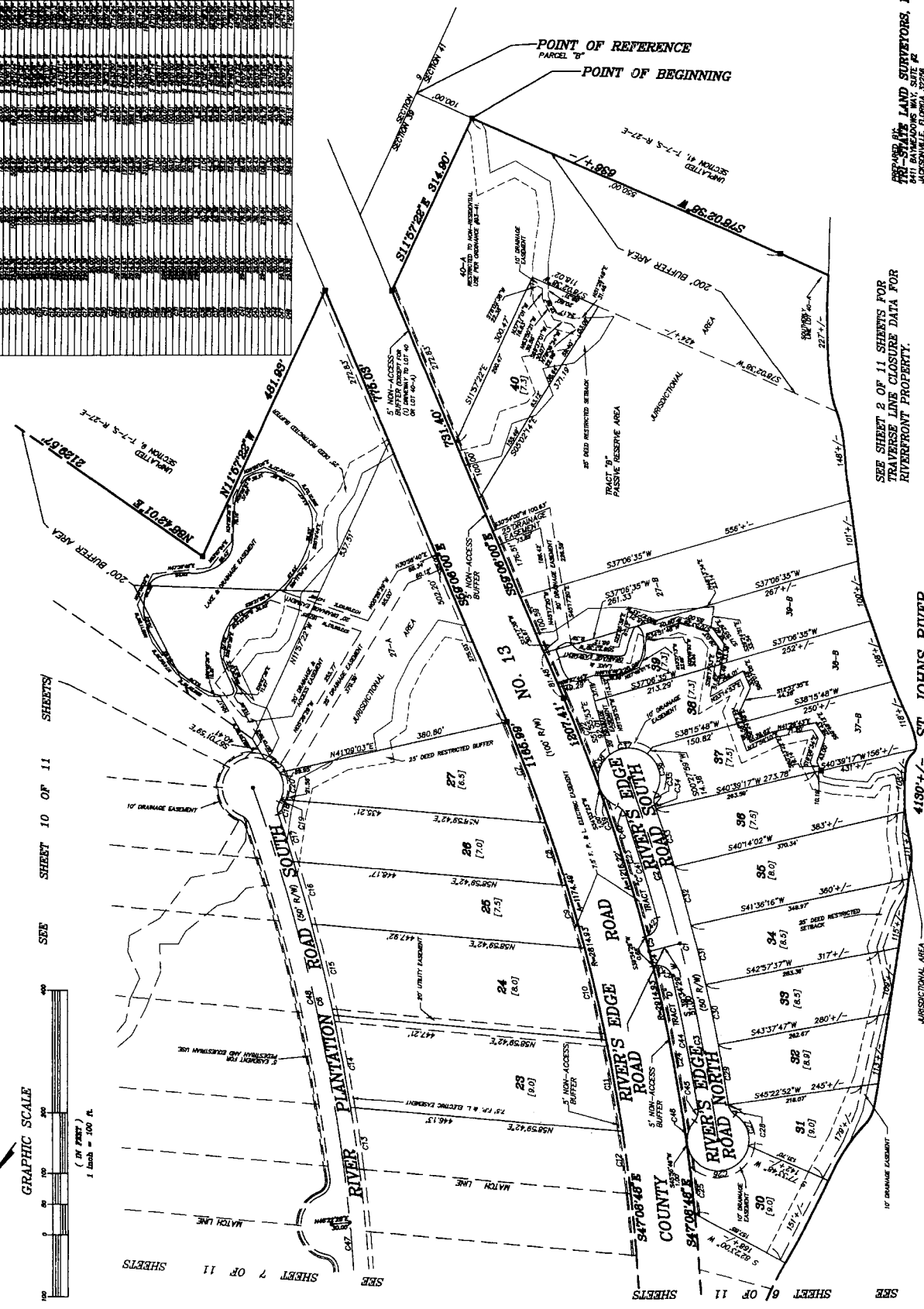
SECTION	LENGTH	BEARING	AREA
SECTION 1	100.00'	N 89° 59' 30" E	10000.00
SECTION 2	100.00'	N 89° 59' 30" E	10000.00
SECTION 3	100.00'	N 89° 59' 30" E	10000.00
SECTION 4	100.00'	N 89° 59' 30" E	10000.00
SECTION 5	100.00'	N 89° 59' 30" E	10000.00
SECTION 6	100.00'	N 89° 59' 30" E	10000.00
SECTION 7	100.00'	N 89° 59' 30" E	10000.00
SECTION 8	100.00'	N 89° 59' 30" E	10000.00
SECTION 9	100.00'	N 89° 59' 30" E	10000.00
SECTION 10	100.00'	N 89° 59' 30" E	10000.00
SECTION 11	100.00'	N 89° 59' 30" E	10000.00

GOVERNMENT LOT 8 AND 9, TOGETHER WITH A PORTION OF THE JAMES RIE GRANT, SECTION 37,
AND A PORTION OF THE R.M. WATSON GRANT, SECTION 36, ALL LIVING IN TOWNSHIP 7 SOUTH, RANGE 37 EAST,
ST. JOHNS COUNTY, FLORIDA.



SEE SHEET 10 OF 11 SHEETS

SEE SHEET 7 OF 11 SHEETS



SEE SHEET 2 OF 11 SHEETS FOR
TRAVERSE LINE CLOSURE DATA FOR
RIVERFRONT PROPERTY.

THE STATE LAND SURVEYORS, INC.
1100 W. BAYVIEW BLVD.
MIDDLEVILLE, FLORIDA 32051
PHONE (904) 791-7235

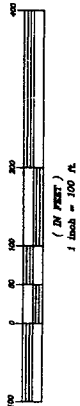
RIVER'S EDGE PLANTATION

MAP BOOK 21 PAGE 91
SHEET 10 OF 11 SHEETS

SEE SHEET 2 FOR GENERAL NOTES

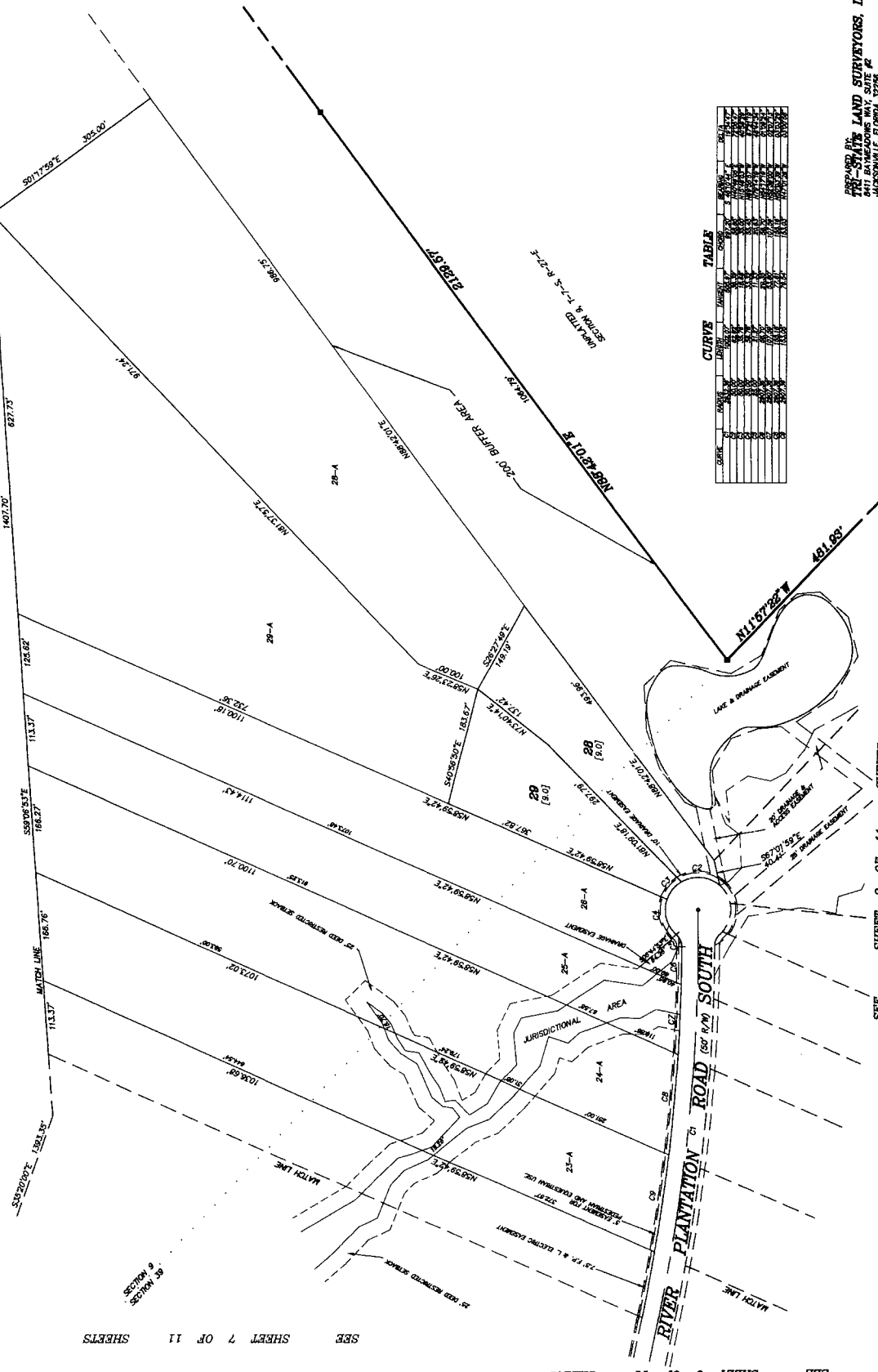
GOVERNMENT LOT 8 AND 9 SECTION 8 TOWNSHIP 31 NORTH R1E GRANT SECTION 37, 38 AND 39 TOWNSHIP 30 NORTH R1E GRANT SECTION 34, 35 AND 36 TOWNSHIP 30 SOUTH R1E GRANT SECTION 28, 29 AND 30 TOWNSHIP 30 SOUTH RANGE 87 WEST, ST. JOHNS COUNTY, FLORIDA.

GRAPHIC SCALE



SEE SHEET 11 OF 11 SHEETS

PUBLIC RESERVE AREA



SEE SHEET 7 OF 11 SHEETS

SEE SHEET 6 OF 11 SHEETS

SEE SHEET 9 OF 11 SHEETS

CURVE	TABLE			
	CHORD	ANGLE	ARC	AREA
C1	100.00'	90°	157.08'	7854.00
C2	150.00'	120°	225.00'	22500.00
C3	200.00'	150°	306.15'	47123.75
C4	250.00'	180°	392.70'	76687.50
C5	300.00'	210°	484.81'	110625.00
C6	350.00'	240°	582.58'	149962.50
C7	400.00'	270°	686.00'	204000.00
C8	450.00'	300°	795.15'	274725.00
C9	500.00'	330°	909.00'	363000.00
C10	550.00'	360°	1027.50'	469725.00

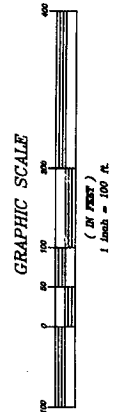
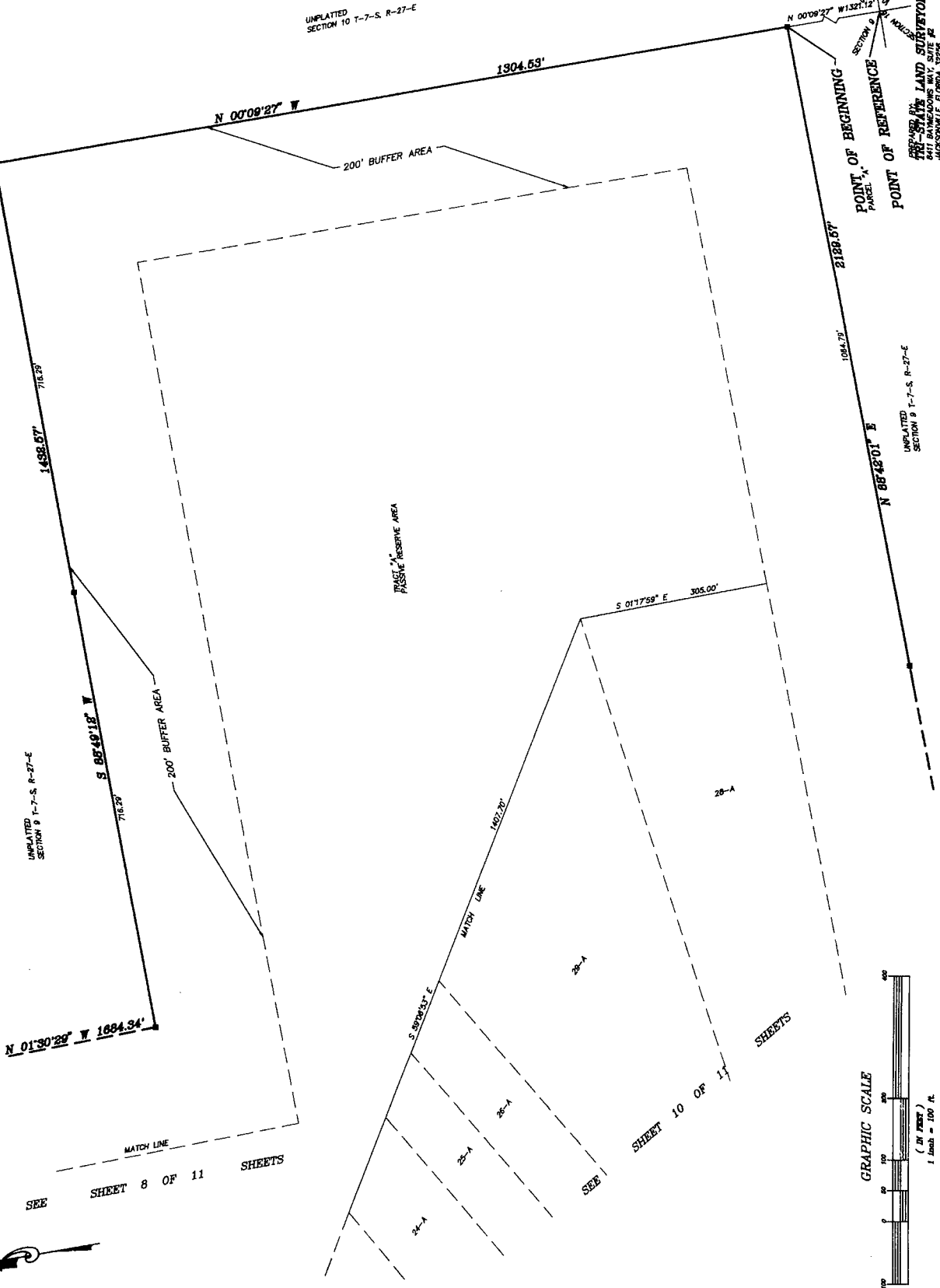
ROSEMARY W. LAND SURVEYORS, INC.
3411 BAYMEADOWS WAY, SUITE #2
MOSSBLISS, FLORIDA 32966
PHONE (407) 731-1230

RIVER'S EDGE PLANTATION

MAP BOOK 27 OF 11 SHEETS PAGE 98

SEE SHEET 2 FOR GENERAL NOTES

GOVERNMENT LOT 2 AND 3, SECTION 9, TOGETHER WITH A PORTION OF THE JAMES PEE GRANT, SECTION 37, AND A PORTION OF THE E.L. WANTON GRANT, SECTION 36, ALL LIVING IN TOWNSHIP 7 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.



UNPLATTED SECTION 10 T-7-S, R-27-E

UNPLATTED SECTION 9 T-7-S, R-27-E

UNPLATTED SECTION 16 T-7-S, R-27-E

UNPLATTED SECTION 15 T-7-S, R-27-E

UNPLATTED SECTION 14 T-7-S, R-27-E

UNPLATTED SECTION 13 T-7-S, R-27-E

UNPLATTED SECTION 12 T-7-S, R-27-E

UNPLATTED SECTION 11 T-7-S, R-27-E

UNPLATTED SECTION 10 T-7-S, R-27-E

UNPLATTED SECTION 9 T-7-S, R-27-E

UNPLATTED SECTION 8 T-7-S, R-27-E

UNPLATTED SECTION 7 T-7-S, R-27-E

UNPLATTED SECTION 6 T-7-S, R-27-E

UNPLATTED SECTION 5 T-7-S, R-27-E

UNPLATTED SECTION 4 T-7-S, R-27-E

UNPLATTED SECTION 3 T-7-S, R-27-E

UNPLATTED SECTION 2 T-7-S, R-27-E

UNPLATTED SECTION 1 T-7-S, R-27-E

POINT OF BEGINNING
PARCEL "A"

POINT OF REFERENCE

FRANKLIN LAND SURVEYORS, INC.
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