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RESOLUTION NO. 2005- 231

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING CYPRESS ESTATES DRIVE AS COUNTY RIGHT-OF-WAY FOR ACCESS TO CYPRESS LAKES PHASE 5.

RECITALS

WHEREAS, St. Johns County provided a Temporary Access Easement to BDI of Ponte Vedra, Inc., for access to their property known as Cypress Lakes Phase 5 in Resolution No. 2004-192 attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, in the Temporary Access Easement, BDI of Ponte Vedra, Inc., had to construct a road on County property; and

WHEREAS, Cypress Estates Drive has been constructed and the County accepts the road as County right-of-way for access to Cypress Lakes Phase 5.

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

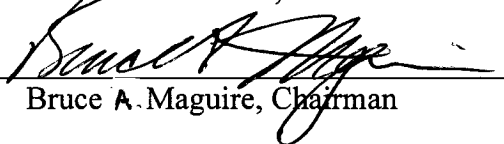
Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

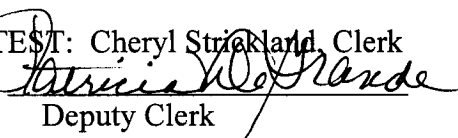
Section 2. The Board of County Commissioners hereby accepts Cypress Estates Drive as County right-of-way.

Section 3. The Clerk is instructed to record this Resolution in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 23rd day of August, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk
By: 
Deputy Clerk

RENDITION DATE 8-29-05

For Let - BCC Secty
P. Degrande

EXHIBIT "A" TO RESOLUTION

RESOLUTION NO. 2004- 192

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A TEMPORARY ACCESS EASEMENT FOR CONSTRUCTION OF A RIGHT OF WAY TO CYPRESS LAKES PHASE 5.

RECITALS

WHEREAS, BDI of Ponte Vedra, Inc. is the owner of property known as Cypress Lakes Phase 5 and plans to develop and plat the property into a residential development with dedicated, public streets approved by Resolution No. 98-225 on April 30, 2004; and

WHEREAS, BDI of Ponte Vedra, Inc. has presented to St. Johns County and is requesting a Temporary Access Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to have access to the property for construction; and

WHEREAS, when St. Johns County purchased the property in Cypress Lakes for a nine-hole expansion to the golf course Resolution No. 98-225, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, per the Contract for Purchase and Sale of Real Property in Section 3(d) St. Johns County, agreed to dedicate a public right-of-way easement of a minimum width of 60 feet for access to the Phase 5 parcel with no obligation to improve, construct or maintain such right-of-way; and

WHEREAS, the owner of the property will construct the road for access to his parcel and once construction is completed it will be dedicated to the County.

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

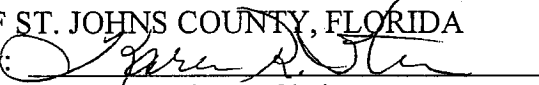
Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and authorizes the County Administrator to execute the Temporary Access Easement Agreement.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 27th day of July, 2004.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
(Deputy Clerk)

RENDITION DATE 7-28-04

9
3759

Public Records of
St. Johns County, FL
Clerk# 04-078568
O.R. 2304 PG 549
02:54PM 10/20/2004
REC \$37.00 SUR \$41.00
Doc Stamps \$0.70

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

St. Johns County
4020 Lewis Speedway
St. Augustne, Florida 32084

TEMPORARY ACCESS EASEMENT AGREEMENT

2nd THIS TEMPORARY ACCESS EASEMENT AGREEMENT (this "Agreement") is made this day of August, 2004, among ST. JOHNS COUNTY, FLORIDA, political subdivision of the State of Florida, (Grantor"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, and BDI of PONTE VEDRA, INC., a Florida corporation ("BDI"), whose address is 135 Professional Drive Suite 101 Ponte Vedra Beach FL 32082.

RECITALS:

- A. BDI is the owner of certain real property located in St. Johns County, Florida more particularly described on attached Exhibit A (the "BDI Property").
- B. BDI plans to develop and plat its property into a residential development with platted, dedicated, public streets.
- C. BDI has requested Grantor to convey, grant and declare an easement for temporary access, ingress, and egress over and across portions of the Grantor Property, and Grantor has agreed to convey, grant and declare such easement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and BDI hereby agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Definitions. In addition to the defined terms otherwise set forth in this Agreement, the capitalized terms set forth below shall have the following meanings:
 - (a) "Access Road" shall mean that roadway more particularly described on Exhibit "B" attached hereto.
 - (b) "Legal Requirements" shall mean any and all applicable federal, state, county and municipal laws, ordinances, regulations, codes, rules or orders including without limitation, requirements relating to minimum lot size, handicapped and regular parking, building setbacks, fire codes, lot coverage ratios, frontage, site plan approval, access to public right-of-way, and any other environmental protection, land use, and zoning laws and regulations.

(c) "Permitees" shall mean all persons who from time to time own or are entitled to the use and occupy any portion of the BDI Property under any lease, deed or other arrangement whereunder such person has acquired ownership or a right to the use and occupy of any portion of such lands, and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

3. Easements. Subject to the terms and conditions of this Agreement, Grantor hereby conveys, grants and declares the following temporary easements for the benefit of the BDI Property (including its Permitees) as more particularly set forth below:

(a) Ingress/Egress.

(i) Easement. A non-exclusive, temporary easement for the benefit of the BDI Property (including its Permitees) for pedestrian and vehicular ingress and egress over and across the Access Road.

(ii) Construction of Access Road. A non-exclusive, temporary easement for the benefit of the BDI Property (and its Permitees) for construction of the Access Road (and connecting roads and streets) over and across the Access Road. Such easement shall include the right to enter upon the surface of any portion of the Grantor Property which is located fifteen (15) feet on either side of the Access Road to implement the foregoing rights.

(iii) Termination. The foregoing easements shall continue and shall not expire until completion of construction, platting, dedication, and acceptance by St. Johns County of the Access Road.

4. Use and Alteration. Grantor shall not construct, erect or maintain any barriers, walls, curbs, or blockades on, over or about any of the easement areas granted pursuant to paragraph 3 above (the "Easement Areas") which would materially adversely interfere with the rights granted pursuant to the foregoing easements.

5. Successors and Assigns. The easements conveyed, granted and declared herein shall be deemed to run with title to the benefitted property. This Agreement shall be binding upon and benefit the parties hereto and upon their respective heirs, personal representatives, successors in title, successors and assigns, and all other persons, parties or legal entities claiming by, through or under such parties.

6. Notices. All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given (A) when deposited in the United States mail and sent by United States first class mail, postage prepaid, addressed to the party for whom it is intended, (B) if transmitted by telecopy, when transmitted and confirmation of complete receipt is received by the transmitting party during regular business hours for the recipient (or the day after if not during the regular business hours of the recipient), (C) when received by the addressee if hand delivered, or (D) on the next day after deposit with a nationally recognized or reputable overnight delivery service. A party may designate a change of address by written notice to the other parties, given at least ten (10) days before such change of address is to become effective.

7. No Dedication. Nothing contained in this Agreement shall be deemed to constitute a dedication of the Grantor Property, or any portion or portions thereof, to any governmental body or agency or to the general public, or construed to create any rights in or for the benefit of any persons other than the parties hereto and their Permittees, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed.

8. Effect of Invalidation. If any particular provision of this Agreement is held to be invalid by any court, the validity of such provision shall not affect the validity of the remaining provisions hereof.

9. No Existing Mortgagee. Grantor represents and warrants that no mortgage currently encumbers the Grantor Property.

10. Governing Law. This Agreement shall be governed by and interpreted and construed under the laws of the State of Florida.

11. Entire Agreement. This Agreement constitutes the entire agreement of the Grantor and BDI concerning the subject matter hereof, and any oral agreements or understandings are hereby merged into this Agreement. This Agreement may not be modified or amended except in writing by a document in recordable form, signed by the party bound thereby and against whom enforcement of such modification or amendment would be sought.

12. Venue. In the event any legal or equitable action is brought for the enforcement or interpretation of this Agreement, the venue for such action shall be in St. Johns County, Florida. Each party hereto hereby consents to such venue and waives any right to object thereto for any reason whatsoever.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes stated herein as of the date first above written.

GRANTOR:

BDI:

St. Johns County

BDI of Ponte Vedra, Inc.

By: [Signature]
Name: Karen R. Stern
Title: Chair

By: [Signature]
Name: Baron L. Bartlett
Title: President

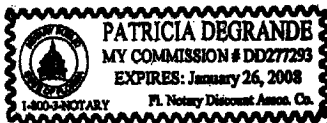
STATE OF FLORIDA
COUNTY OF ST. JOHNS

witness as to Karen R. Stern
Patricia DeGrande
Patricia DeGrande
Yvonne King
Yvonne King

Witnesses as to BDI:
Mallory O'Neil
Mallory O'Neil
Tamara Farrell
Tamara Farrell

I, the undersigned, a Notary Public, do hereby certify that Karen R. Stern, the Chair of The Board of County Commissioners of St. Johns County, Florida personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. ~~He~~/she is personally known to me or produced a driver's license as identification.

Witness my hand and seal this 27th day of July, 2004.



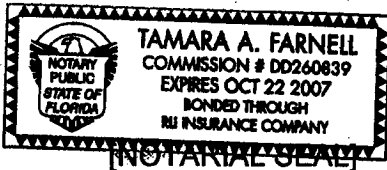
[NOTARIAL SEAL]

Patricia DeGrande
NOTARY PUBLIC, State of _____
Printed name: _____
Commission No.: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF DUVAL

I, the undersigned, a Notary Public, do hereby certify that Baron L. Bartlett, the _____
President of BDI of Ponte Vedra, Inc., a Florida corporation personally appeared before me this
day and acknowledged the due execution of the foregoing instrument on behalf of the company.
He/she is personally known to me or produced a driver's license as identification.

Witness my hand and seal this 2nd day of August 2004.

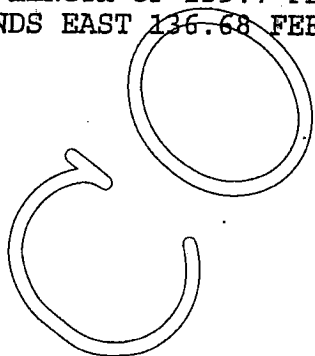


Tamara A. Farnell
NOTARY PUBLIC, State of Florida
Printed name: Tamara A. Farnell
Commission No. DD260839
My Commission expires 10/22/07

COPY

A PORTION OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 29 EAST; THENCE SOUTH 01 DEGREES 23 MINUTES 54 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID SECTION 16, 2616.61 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 59 SECONDS EAST, 341.04 FEET; THENCE SOUTH 05 DEGREES 53 MINUTES 15 SECONDS EAST, 1973.97 FEET; THENCE SOUTH 73 DEGREES 05 MINUTES 19 SECONDS EAST, 189.43 FEET; THENCE SOUTH 03 DEGREES 47 MINUTES 39 SECONDS EAST, 561.17 FEET; THENCE SOUTH 15 DEGREES 38 MINUTES 51 SECONDS EAST, 1272.54 FEET; THENCE SOUTH 23 DEGREES 18 MINUTES 07 SECONDS EAST, 700.55 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, 985.55 FEET; THENCE SOUTH 58 DEGREES 07 MINUTES 59 SECONDS WEST, 1521.63 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS; THENCE SOUTH 01 DEGREES 09 MINUTES 19 SECONDS EAST, 1671.24 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 58 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SECTION 21 OF SAID TOWNSHIP 8 SOUTH, RANGE 29 EAST, 517.14 FEET; THENCE NORTH 21 DEGREES 35 MINUTES 35 SECONDS WEST 1762.10 FEET; THENCE NORTH 76 DEGREES 35 MINUTES 05 SECONDS EAST, 49.89 FEET; THENCE NORTH 15 DEGREES 29 MINUTES 39 SECONDS WEST, 585.87 FEET; THENCE NORTH 71 DEGREES 23 MINUTES 37 SECONDS EAST, 10.31 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE

LEFT HAVING A RADIUS OF 400 FEET, PASSING THROUGH A CENTRAL ANGLE OF 61 DEGREES 13 MINUTES 40 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49 DEGREES 13 MINUTES 15 SECONDS EAST, 407.40 FEET; AN ARC LENGTH OF 427.45 FEET TO A POINT OF TANGENCY; THENCE SOUTH 79 DEGREES 50 MINUTES 05 SECONDS EAST, 691.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 631.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 21 DEGREES 45 MINUTES 54 SECONDS SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89 DEGREES 16 MINUTES 58 SECONDS EAST 238.26 FEET, AN ARC LENGTH OF 239.7 FEET; THENCE SOUTH 01 DEGREES 09 MINUTES 19 SECONDS EAST 136.68 FEET TO THE POINT OF BEGINNING.



A PARCEL OF LAND, BEING A PORTION OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OR2304PG 555

FOR A POINT OF REFERENCE COMMENCE AT THE COMMON CORNER OF SECTIONS 9, 10, 15 AND 16, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING MONUMENTED BY A 4 INCH BY 4 INCH FOUND CONCRETE MONUMENT, STAMPED PLS 894; RUN THENCE SOUTH 01°23'54" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 16, (ALSO BEING THE WESTERLY LINE OF SAID SECTION 15), A DISTANCE OF 5,278.15 FEET TO THE COMMON CORNER OF SAID SECTIONS 15, 16, 21 AND 22, TOWNSHIP 8 SOUTH, RANGE 29 EAST; RUN THENCE SOUTH 88°21'01" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 16, (ALSO BEING THE NORTHERLY LINE OF SAID SECTION 21), A DISTANCE OF 1,857.16 FEET, TO A POINT SITUATE IN A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 96.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°57'52" EAST, 96.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15°29'39" EAST, A DISTANCE OF 1,774.57 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,000.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 73.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°22'33" EAST, 73.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 823.20 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 765.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°53'56" EAST, 738.26 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°32'26" EAST, A DISTANCE OF 71.50 FEET, TO A POINT; THENCE SOUTH 25°27'34" WEST, A DISTANCE OF 50.00 FEET, TO A POINT; THENCE NORTH 64°32'26" WEST, A DISTANCE OF 48.84 FEET, TO A POINT; THENCE SOUTH 21°32'31" WEST, A DISTANCE OF 138.74 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 21°32'31" WEST, A DISTANCE OF 119.43 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 730.00 FEET; THENCE SOUTHERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 466.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°14'08" WEST, 458.48 FEET TO A POINT OF CUSP ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, BEING CONCAVE NORTHEASTERLY, SAID CURVE BEING A PORTION OF THE NORTHERLY BOUNDARY OF CYPRESS LAKES UNIT 5 (PROPOSED); THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, AND ALONG SAID NORTHERLY BOUNDARY OF CYPRESS LAKES UNIT 5 (PROPOSED), A DISTANCE OF 69.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°07'11" WEST, 69.60 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE EASTERLY, HAVING A RADIUS OF 780.00 FEET; THENCE DEPARTING SAID BOUNDARY OF CYPRESS LAKES UNIT 5 (PROPOSED), AND RUNNING ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 448.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°04'26" EAST, 442.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°32'31" EAST, A DISTANCE OF 119.43 FEET TO A POINT; THENCE SOUTH 68°27'29" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 28,895 SQUARE FEET OR 0.66 ACRES MORE OR LESS.

SAID LANDS BEING THE SAME LANDS DESCRIBED AS PARCE 16 ON THAT CERTIAN MAP PREPARED BY RICHARD A. MILLER & ASSOCIATES FILE # LG 815-E DATED FEB. 9, 1999.

WEIR
CREST EL. = 41.30
WEIR LENGTH = 8.0 FT.

LAKE J
NWL = 41.30
TOB = 43.5
5 YR HWL = 42.09
10 YR HWL = 42.28
25 YR HWL = 42.48

BASIN I
BA = 14.01
CA = 75.53
TC = 20 MN

BASIN J
DA = 28.79 AC
CA = 75.94
TC = 20 MN

LAKE K
NWL = 39.5
TOB = 43.5
5 YR HWL = 41.67
10 YR HWL = 42.16
25 YR HWL = 42.48

BASIN L-1
DA = 24.58 AC
CA = 82.89
TC = 20 MN

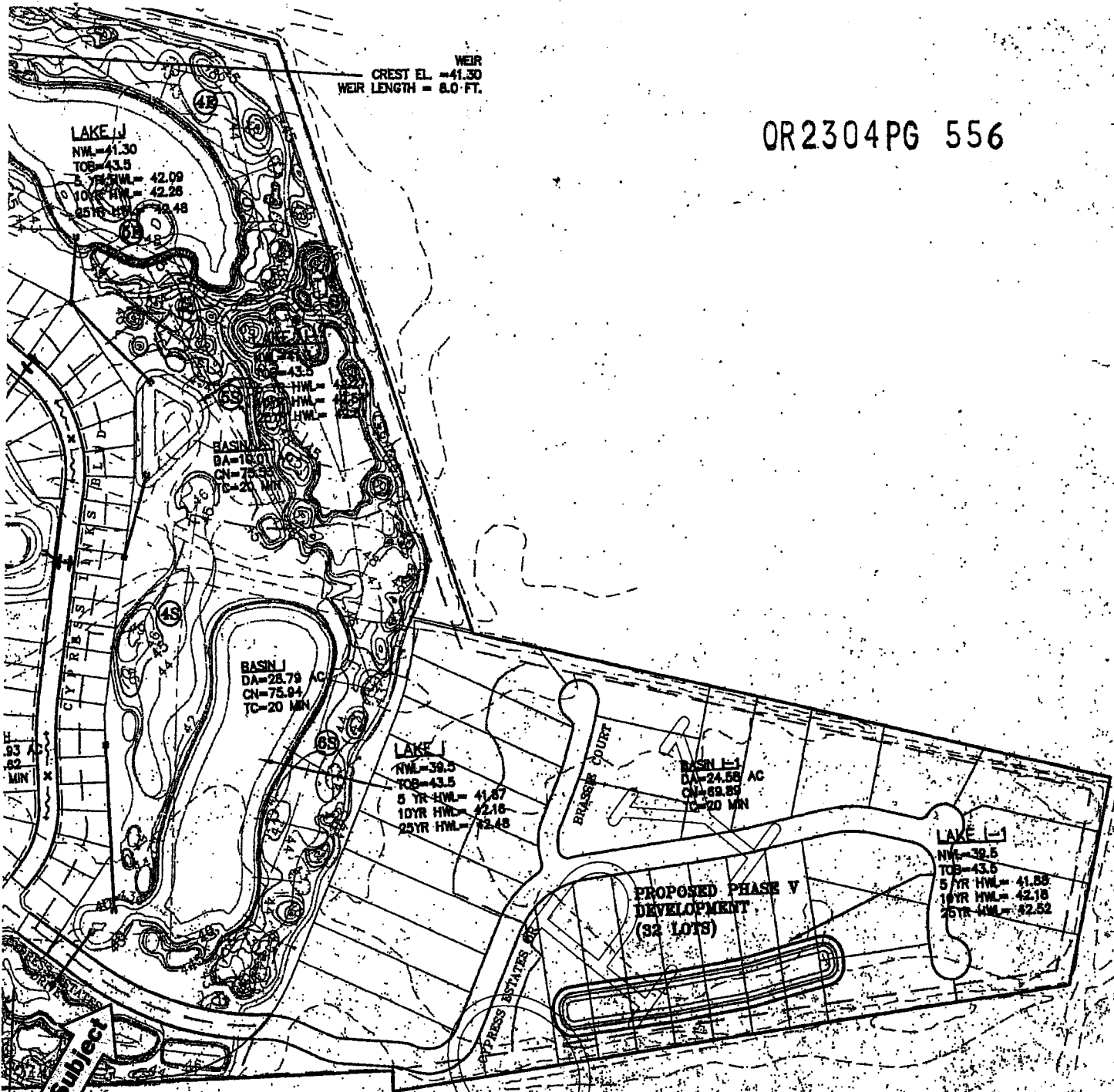
LAKE L-1
NWL = 39.5
TOB = 43.5
5 YR HWL = 41.68
10 YR HWL = 42.18
25 YR HWL = 42.52

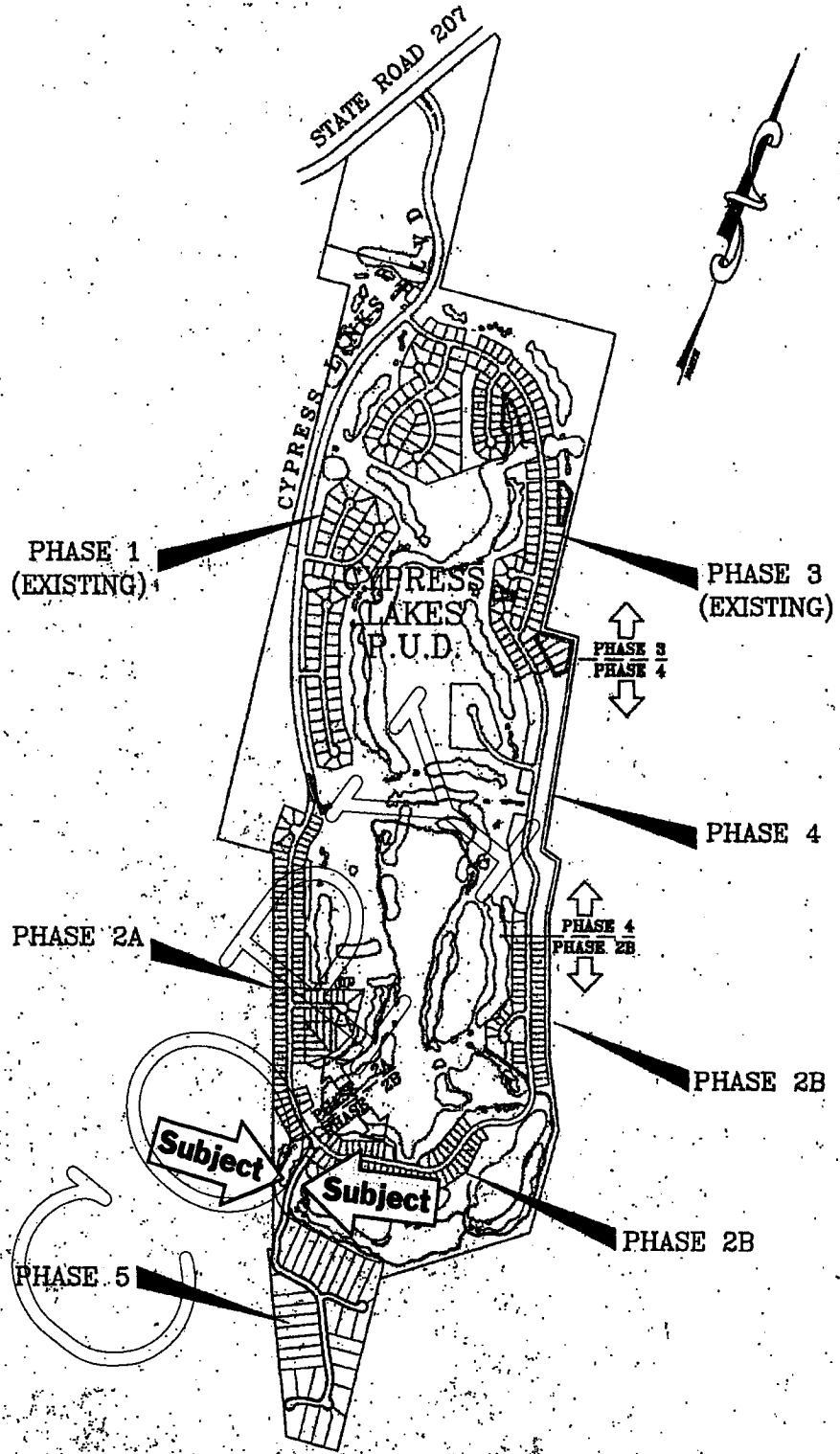
PROPOSED PHASE V
DEVELOPMENT
(32 LOTS)

83 AC
MIN

Subject

LAKE M
NWL = 38.5
TOB = 43.5
5 YR HWL = 41.88
10 YR HWL = 42.15
25 YR HWL = 42.45





LOCATION MAP

NOT TO SCALE