

RESOLUTION NO. 2021- 126

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ST. JOHNS COUNTY IN CONNECTION WITH THE PROPOSED DEER RUN ROAD EXTENSION ADJACENT TO SR 313 AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, the State of Florida Department of Transportation (“FDOT”) has acquired certain real property that includes limited access right-of-way (“LA ROW”) for the future construction of State Road 313; and

**WHEREAS**, St. Johns County (“County”) owns and maintains Deer Run Road that runs adjacent to the LA ROW and;

**WHEREAS**, the owner of the property south and west of Deer Run Road is in the process of developing its property that will result in an extension of Deer Run Road through access from LA ROW; and

**WHEREAS**, FDOT requires the County to enter into the Maintenance Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, agreeing to perpetually operate, maintain and repair the currently existing portion of Deer Run Road and the proposed Deer Run Road Extension that will ultimately tie into the LA ROW.

**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 into the body of this Resolution and such Recitals are adopted as findings of fact.

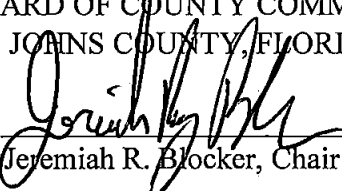
Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Maintenance Agreement and authorizes the County Administrator, or designee to execute the agreement on behalf of the County.

Section 3. The Clerk is instructed to send the original Maintenance Agreement the State of Florida Department of Transportation for execution with a copy of this Resolution to be attached to the agreement.

Section 4. 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 10 day of April, 2021.

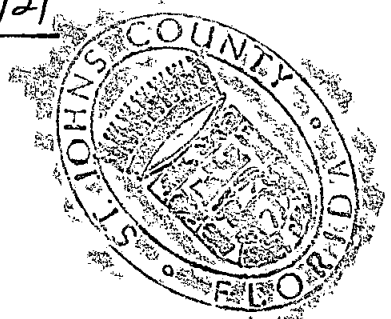
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:   
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty  
Clerk of the Circuit Court & Comptroller

RENDITION DATE 4/8/21

By:   
Deputy Clerk



This Instrument prepared by or under the direction of David M. Robertson, Chief Counsel District 2 Florida Department of Transportation 1109 South Marion Avenue, Mail Station 2009 Lake City, Florida 32025-5874

**MAINTENANCE AGREEMENT**

**THIS MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department"), and St. Johns County, Florida ("Agency").

**-RECITALS-**

1. The Department has acquired certain real property located in St. Johns County, Florida that includes limited access right of way ("LA ROW", as shown on Exhibit "A") for the future construction of State Road 313 ("SR 313"); and
2. A portion of the currently existing Agency road known as Deer Run Road runs southwesterly through the LA ROW and then elbows off at an approximately 90-degree angle continuing in a northwesterly direction through a portion of the LA ROW, as more specifically shown on attached Exhibit "A"; and
3. There is certain real property currently owned by Augustine Properties, LLC ("Augustine Properties"), a Florida Limited Liability company that abuts the LA ROW; and
4. The Department has also purchased Parcel 837 (shown on attached Exhibit "A") and is in the process of purchasing Parcel 839 (shown on attached Exhibit "A"), both of which are to the west of the LA ROW and intended for use by the Department for tie ins and access to intersections built in conjunction with the construction of SR 313, (Parcels 839 and 837, along with the LA ROW will collectively be referred to herein as the "Department Property"); and
5. Augustine Properties is in the process of selling their real property to Lennar Homes, LLC, a Florida Limited Liability Company ("Lennar"), who, in turn, intends to construct a subdivision to be known as St. Augustine Lakes ("Subdivision"); and
6. In order to develop the Subdivision property and provide access to the same, Lennar will be constructing a two-lane access road to the Subdivision property that will tie into and extend Deer Run Road through the portions of Parcel 839 and Parcel 837 ("Deer Run Extension") more specifically highlighted in black on Exhibit "A"; and
7. The Department and Lennar, after such time as Augustine Properties conveys ownership of the Subdivision to Lennar, will enter into a separate written Construction Agreement for construction of the Deer Run Extension; and
8. Upon completion of Deer Run Extension, inclusive of Final Acceptance by the Department, the Agency shall perpetually operate, maintain, and repair the currently existing portion of Deer Run Road that lies within the LA ROW and the Deer Run Extension; and
9. The Agency by Resolution \_\_\_\_\_ dated \_\_\_\_\_ authorizes its representative to enter into this Agreement, see attached Exhibit "B".

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the recitals and the consideration provided in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

**1. RECITALS & EXHIBITS**

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

**2. EFFECTIVE DATE**

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

**3. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. This Agreement shall automatically renew for successive and continuing one (1) year terms or by other mutual agreement of the parties.

**4. E-VERIFY**

The Agency shall: (A) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**5. COMPLIANCE**

The Agency shall perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, rules, regulations, codes, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

**6. DEPARTMENT PERMITS**

In the performance of this Agreement, the Agency may be required to obtain one or more Department permits which may include copies of this Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's standard form Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

**7. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall perpetually operate, maintain, and repair the existing Deer Run Road located within the LA ROW and the Deer Run Extension at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to maintain or repair the currently existing Deer Run Road located within the LA ROW or the Deer Run Extension, said obligations to remain the sole responsibility of the Agency.

B. If the Department determines that the Agency is not maintaining or repairing the existing Deer Run Road located within the LA ROW or the Deer Run Extension in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; or (2) correct the deficiency at the Agency sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

E. If at any time in the sole determination of the Department, the integrity or safety of the existing Deer Run Road located within the LA ROW or the Deer Run Extension requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

#### **8. IMPROVEMENTS & MODIFICATIONS**

A. The Department may require The Agency to improve or modify the Improvements if the Department determines: (1) Improvements or modifications are required by applicable Governmental Law; or (2) Improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, "Operation, Maintenance & Repair" sections of this Agreement.

C. Improvements and modifications shall be constructed and completed by St. Johns County, within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

#### **9. UTILITIES**

The Agency shall bear the sole cost, expense and responsibility of locating, removing and relocating utilities, both aerial and underground, required for the performance of this Agreement. The Agency shall ensure all utility locations are accurately documented on the final as-built plans delivered to the Department. All utility conflicts shall be resolved by the Agency directly with the applicable utility. The Department shall not be responsible for locating, removing or relocating utilities.

#### **10. MAINTENANCE OF TRAFFIC**

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement - when MOT is required by applicable Governmental Law. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Roadway Standard Plans Index 102-600 Series; and (4) other applicable Governmental Law.

B. If the Agency fails to perform MOT as required herein, the Department may perform MOT at St. Johns County's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement. Nothing in this Agreement shall obligate the Department to perform said MOT, said obligation to remain the sole responsibility of St. Johns County.

#### **11. PERMISSIVE USE**

This Agreement creates a permissive use only, and neither the construction of nor the operation, maintenance, or repair of the existing Deer Run Road located within the LA ROW or the Deer Run Extension it bisects shall operate to create or vest any additional property rights to or in the Agency. The Agency shall not acquire any right, title, interest or estate in the Department Property by virtue of the execution, operation, effect or performance of this Agreement.

## **12. RECORDING OF AGREEMENT**

As soon as practicable, and no more than thirty (30) days, following the Effective Date of this Agreement, the Agency, at its sole cost and expense, shall record this Agreement in the St Johns County Public Records and immediately provide the Department with recorded copies of the same upon receipt from the St Johns County recording office.

## **13. NOTICE OF COMPLIANCE**

Within thirty (30) days of its receipt of a written request from an owner or mortgagee of the Agency, or any portion thereof, the Department shall provide written notice: (1) indicating whether the Agency is in default of any obligation set forth in this Agreement and, if so, identifying the default; and (2) indicating whether any funds are due and owing to the Department pursuant to this Agreement.

## **14. PAYMENT**

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within forty-five (45) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

## **15. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which they have, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by St. Johns County, as a result of the Department's exercise of any right provided in this Agreement.

## **16. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to St. Johns County's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). St. Johns County duty to defend, indemnify and hold the Department harmless shall not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. St. Johns County's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to St. Johns County. St. Johns County's inability to evaluate liability, or either one's evaluation of liability, shall not excuse performance of the provisions of this paragraph.

## **17. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this

Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes, as the same may be amended from time to time.

**18. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Maintenance Engineer  
3600 DOT Road  
St. Augustine, Florida 32084  
Telephone (904) 825-5036

Agency: St. Johns County, Florida  
Attention: St. Johns County Public Works Director  
2740 Industry Center Road  
St. Augustine, Florida 32084

**19. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

**20. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

**21. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment or assumption of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

**22. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

**23. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement except to its successor in title to the property without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

**24. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assign. 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 for herein.

**25. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

**26. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

**27. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

**28. SUFFICIENCY OF CONSIDERATION**

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

**29. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the 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.

**30. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**31. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

**32. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

**33. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**34. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing

and executed with the same formality as the Agreement.

**35. PUBLIC RECORDS**

The Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if the Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of the Agency or keep and maintain public records required by the Department to perform this Agreement. If the Agency transfers all public records to the Department upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Agency and shall promptly provide the Department a copy of St. Johns County's response to each such request.

**IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

District 2  
386-758-3727  
D2prcustodian@ dot.state.fl.us  
Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025

**INTENTIONALLY LEFT BLANK**  
**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of ten (8) pages, exclusive of exhibits.

**St. Johns County**

**Witnesses:**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

State of Florida  
County of Columbia

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, \_\_\_\_\_ for \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  who is personally known to me, or  who produced \_\_\_\_\_ as identification.

**Florida Department of Transportation**

**Witnesses:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_  
Office of the General Counsel  
Florida Department of Transportation  
State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, \_\_\_\_\_ for \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  who is personally known to me, or  who produced \_\_\_\_\_ as identification.



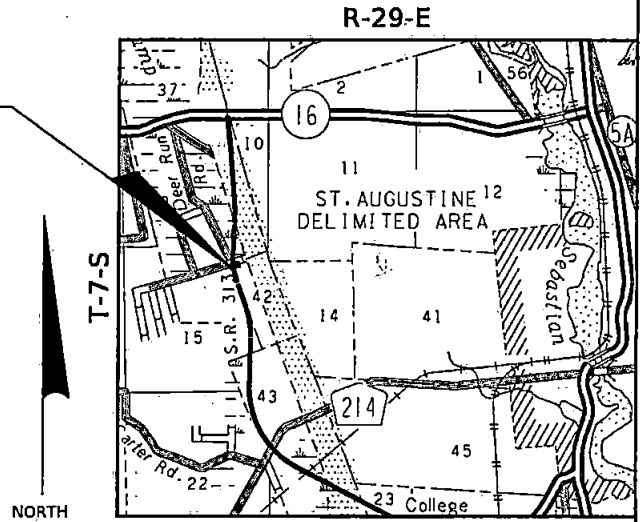
**MAINTENANCE AGREEMENT  
SKETCH OF DESCRIPTION  
F.P. SANCHEZ GRANT, SECTION 40 &  
P. EMBARA GRANT, SECTION 42  
TOWNSHIP 7 SOUTH, RANGE 29 EAST**

**EXHIBIT "A"**

**LEGEND**

Δ	=	CENTRAL ANGLE
&	=	AND
(C)	=	CALCULATED
CH	=	CHORD DISTANCE
C.B.	=	CHORD BEARING
C	=	CENTERLINE
D.B.	=	DEED BOOK
E:	=	EASTING
EXIST.	=	EXISTING
ID.	=	IDENTIFICATION
L	=	ARC DISTANCE
L.A.	=	LIMITED ACCESS
N:	=	NORTHING
NO.	=	NUMBER
N.T.S.	=	NOT TO SCALE
O.R.	=	OFFICIAL RECORD BOOK
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RANGE/RADIUS
R/W	=	RIGHT OF WAY
S.R.	=	STATE ROAD
STA.	=	STATION
T	=	TOWNSHIP/TANGENT
W/	=	WITH

**SUBJECT  
PARCEL**



**VICINITY MAP  
(N.T.S.)**

SHEET INDEX	
1	COVER SHEET
2	KEY/DETAIL SHEET
3	DESCRIPTION/CERTIFICATION

**GENERAL NOTES:**

1. THIS SKETCH OF DESCRIPTION IS NOT A FIELD SURVEY.
2. THIS SKETCH OF DESCRIPTION IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT, AS ESTABLISHED FROM THE ST. JOHNS COUNTY GEODETIC CONTROL PROJECT STATIONS, DERIVING A BEARING OF N19°57'25"W ON THE BASELINE OF SURVEY, S.R. No. 313 BETWEEN P.T. STATION 155+96.90 AND P.C. STATION 165+33.47. ALL FLORIDA STATE PLANE COORDINATES SHOWN HEREON ARE ENGLISH AND BASED ON SAME.
3. THE LIMITED ACCESS RIGHT OF WAY LINES FOR S.R. NO. 313 AND THE PROPERTY LINES AS SHOWN HEREON ARE BASED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, STATE ROAD NO. 313, ST. JOHNS COUNTY F.P. NO. 2102302, SECTION 78006.
4. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO GRAPHICALLY ILLUSTRATE AND DESCRIBE THE PROPOSED MAINTENANCE AGREEMENT.

COVER SHEET

**MAINTENANCE AGREEMENT  
SKETCH OF DESCRIPTION**

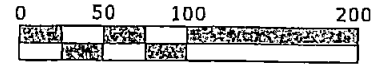
STATE ROAD NO. 313 AT DEER RUN ROAD

ST. JOHNS COUNTY

DRAWN	BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#2648				DATA SOURCE: 7800601		
REVISION	BY	DATE	CHECKED	JAA	09-29-2020	F.P. NO. 2103202		SECTION 78006	SHEET 1 OF 3

F.P. SANCHEZ GRANT, SECTION 40, TOWNSHIP 7 SOUTH, RANGE 29 EAST  
 P. EMBARA GRANT, SECTION 42, TOWNSHIP 7 SOUTH, RANGE 29 EAST

F.P. SANCHEZ GRANT  
SECTION 40



N.W. CORNER  
SECTION 42  
5"X5" COQUINA  
MONUMENT  
NO ID.

3/4" I.R.  
NO ID.  
+83.65  
200.62'LT.

$\Delta=03^{\circ}31'21''$   
 $L=183.82'(C)$   
 $R=2990.00'$   
 $C.B.=N03^{\circ}08'30''W$   
 $CH=183.79'(C)$

$\Delta=50^{\circ}55'09''$   
 $L=275.50'(C)$   
 $R=310.00'$   
 $C.B.=S36^{\circ}05'59''W$   
 $CH=266.52'(C)$

$\Delta=46^{\circ}34'47''$   
 $L=317.06'(C)$   
 $R=390.00'$   
 $C.B.=N33^{\circ}56'12''E$   
 $CH=308.40'(C)$

$175.91'(C)$   
 $S27^{\circ}55'51''E$   
STA. 173+23.63

P. EMBARA GRANT  
SECTION 42

P.O.B.  
N: 2024456.15  
E: 540615.055

$\Delta=01^{\circ}19'33''$   
 $L=63.41'(C)$   
 $R=2,740.00'$   
 $C.B.=S03^{\circ}58'33''E$   
 $CH=63.41'(C)$

P.O.C.  
N: 2024882.28  
E: 541671.39  
6" X 6" C.M.  
TOP BROKEN OFF; NO ID.

To Coorsway Property  
 Port Access Road

LA ROW  
 SP 313

THIS IS NOT A FIELD SURVEY

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

**MAINTENANCE AGREEMENT  
 SKETCH OF DESCRIPTION**

STATE ROAD NO. 313 AT DEER RUN ROAD

ST. JOHNS COUNTY

REVISION	BY	DATE	CHECKED	BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#2648	DATA SOURCE: 7800601
				SRN	09-28-2020		



SECTION 78006  
F.P. NO. 2102302

STATE ROAD NO. 313  
AT DEER RUN ROAD

ST. JOHNS COUNTY

DESCRIPTION


**MAINTENANCE AGREEMENT**

A Part Of F.P. Sanchez Grant, Section 40, Township 7 South, Range 29 East And A Part Of P. Embara Grant, Section 42, Township 7 South, Range 29 East, St. Johns County, Florida, Being More Particularly Described As Follows:

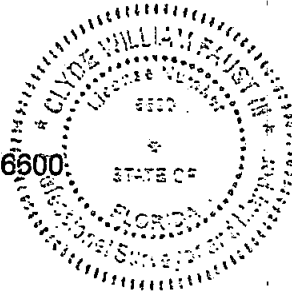
**Commence** At A 6" X 6" Concrete Monument, Broken, No Identification, Marking The Northeast Corner Of P. Embara Grant, Section 42, Township 7 South, Range 29 East, St. Johns County, Florida; Thence South 68°01'50" West, Along The Northerly Line Of Said Section 42, Also Being The Northerly Right Of Way Line Of Deer Run Road As Per Florida Department Of Transportation Right Of Way Map, Section 78006, F.P. No. 2102302), A Distance Of 1,139.05 Feet To The Easterly Existing Limited Access Right Of Way Of State Road No. 313 (A Variable Width Right Of Way, As Per Said Florida Department Of Transportation Right Of Way Map, Section 78006, F.P. No. 2102302) And To The **Point Of Beginning**; Being A Curve To The Left; Having A Radius Of 2,740.00 Feet; Thence Southerly, Along Said Curve And Said Limited Access Right Of Way Line, Through An Angle Of 01°19'33", An Arc Distance Of 63.41 Feet, And A Chord Bearing And Distance Of South 03°58'33" East, 63.41 Feet, To The Southerly Existing Right Of Way Line Of Said Deer Run Road; Thence South 68°06'24" West, Along Said Southerly Existing Right Of Way Line, A Distance Of 227.10 Feet To The West Line Of Said P. Embara Grant, Section 42, Also Being The East Line Of F.P. Sanchez, Section 40, Township 7 South, Range 29 East, St. Johns County, Florida; Thence South 20°24'45" East, Along Said Common Line, A Distance Of 12.73 Feet To A Curve To The Left, Having A Radius Of 310.00 Feet; Thence Southwesterly Along Said Curve, Through An Angle Of 50°55'09", An Arc Distance Of 275.50 Feet, And A Chord Bearing And Distance Of South 36°05'59" West, 266.52 Feet; Thence North 79°19'35" West, A Distance Of 80.00 Feet To A Curve To The Right, Having A Radius Of 390.00 Feet; Thence Northeasterly Along Said Curve, Through An Angle Of 46°34'47", An Arc Distance Of 317.06 Feet, And A Chord Bearing And Distance Of North 33°56'12" East, 308.40 Feet To The Southerly Existing Right Of Way Line Of Thompson Bailey Road, (A 60.00' Right Of Way As Per Said Right Of Way Map); Thence North 71°21'19" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 22.93 Feet To A Curve To The Right, Having A Radius Of 2,990.00 Feet; Thence Northerly Along Said Curve Through An Angle Of 03°31'21", An Arc Distance Of 183.82 Feet, And A Chord Bearing And Distance Of North 03°08'30" West, 183.79 Feet To The Easterly Existing Right Of Way Line Of Said Deer Run Road; Thence South 27°55'51" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 175.91 Feet To The Northerly Line Of Said Section 42 And Said Deer Run Road; Thence North 68°01'50" East Along Said Common Line, A Distance Of 184.73 Feet To The **Point Of Beginning**.

Containing 1.064 Acre, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

 9/30/20  
Date

C.W. Faust, P.S.M.  
Florida Professional Surveyor And Mapper No. 6500  
8001 Belfort Parkway, Suite 200  
Jacksonville, Florida 32256  
Phone: (904) 641-0123 Fax: (904) 641-8858



**This Description And Copies Thereof Are Not Valid Without The Surveyor's Signature And Original Raised Seal.**

**EXHIBIT "B"**

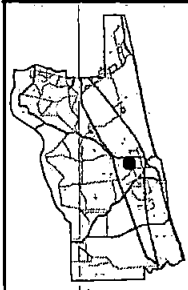
Resolution to be added as Exhibit "B" once it is approved.



Subject Area

Deer Run Rd

Thompson Bailey Rd



2019 Aerial Imagery  
March 11, 2021

*Maintenance Agreement  
St. Augustine Lakes  
Deer Run Road*

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0790

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

