

REPORT OF THE PLANNING AND DEVELOPMENT DEPARTMENT

APPLICATION FOR WAIVER OF MINIMUM REQUIRED ROAD FRONTAGE

ORDINANCE 2016-0530 (WRF-16-13)

SEPTEMBER 20, 2016

Location: 5025 Dixie Landing Drive,
between Dixie Landing Drive and Pablo Creek

Real Estate Number(s): 181768-0150

Waiver Sought: Reduce Minimum Required Road Frontage from 48
Feet to 0 Feet

Present Zoning: Residential Low Density-60 (RLD-60)

Current Land Use Category: Medium Density Residential (MDR)

Planning District: Southeast (3)

City Council Representative: The Honorable Bill Gulliford, District 13

Owner: Federal National Mortgage Association
3900 Wisconsin Avenue NW
Washington, D.C. 20016

Staff Recommendation: DENY

GENERAL INFORMATION

The application for a Waiver of Minimum Required Road Frontage, **Ordinance 2016-0530 (WRF-16-13)**, seeks to reduce the minimum required road frontage for the property at 5025 Dixie Landing Drive from 48 feet to 0 feet. The property is within the Residential Low Density-60 (RLD-60) zoning district and Medium Density Residential (MDR) functional land use category as defined by the Future Land Use Map series (FLUMs) contained within the Future Land Use Element (FLUE) adopted as part of the *2030 Comprehensive Plan*. The site is 1.26 acres and is served by well water and septic system. The subject site consists of a single-family home, built in 2003, but does not adjoin any public road. It has access to San Pablo Road, a 4-lane minor arterial roadway, through a private roadway easement.

The subject site lies in an area that is to the southeast of the intersection at J. Turner Butler Boulevard and San Pablo Road. The area is to the south of a marina off of the Intracoastal Waterway, approximately 900 feet to the east of the subject site. The area surrounding the property is a mix of single-family residential, professional offices, and vacant land. This property is adjacent to single family homes to the south, west, and east, and a marina inlet to the north.

DEFINITION

According to Section 656.1601 of the Zoning Code, the term *waiver* means a relaxation of the Zoning Code minimum distance requirements for liquor license locations, pursuant to Section 656.805 of the Zoning Code, and for minimum street frontage, pursuant to Section 656.407 of the Zoning Code. Waivers of Road Frontage are authorized to be granted by the City Council pursuant to the criteria set forth in Section 656.133(b) of the Zoning Code.

STANDARDS, CRITERIA AND FINDINGS

Pursuant to the provisions of Section 656.133 of the Zoning Code, a waiver for minimum required street frontage may be granted if the City Council makes a positive finding based on substantial, competent evidence that the application meets all of the following criteria:

- (i) *Are there practical or economic difficulties in carrying out the strict letter of the regulation?*

Yes. The parcel contains a single-family dwelling unit which is accessible only through a private roadway easement which was recorded in 1989. The parcel does not adjoin any public road and cannot connect to a public right of way without the owner acquiring adjacent properties or building an approved private road.

- (ii) *Is the request based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations)?*

Yes. The applicant's request appears to be an attempt to provide access to an existing single family dwelling without purchasing additional land to create a valid and conforming lot.

- (iii) *Will the proposed waiver substantially diminish property values in, or alter the essential character of, the area surrounding the site and will the waiver substantially interfere with or injure the rights of others?*

No. The applicant seeks to provide access to an existing single family dwelling on the property. It appears that the dwelling was built without roadway frontage subject to Section 656.407(d) of the Zoning Code which generally states that a recorded easement meeting certain criteria may serve as access to parcels that are owned by related persons if the easement is also under the same ownership. The property is located on a lot that is

surrounded by lots under a single family's ownership. This lot was formerly under that ownership as well, and as such the owner was granted access to the property via a private roadway easement. The proposed waiver would ensure that the current access to the site remains unchanged, and therefore would not alter the character of the area.

- (iv) *Is there a valid and effective easement for adequate vehicular access connected to a public street maintained by the City or an approved private street?*

Yes. There is a valid and effective easement for the current existing lot that connects to San Pablo Road, which is a public street. The grant of roadway easement was recorded in 1989.

- (v) *Will the proposed waiver be detrimental to the public health, safety or welfare, and result in additional expense, the creation of nuisances or conflict with any other applicable law?*

Yes. City services such as garbage, recycling and yard waste do not have access to the property via the granted roadway easement. Based on testimony from an adjacent property owner, homes in the immediate vicinity of the subject site have historically had a consolidated trash pick-up location courtesy of a familial relationship. If approved, the waiver will create a nuisance situation in the provision of city services for the property owner of the subject site because the site would likely not have rights to the consolidated trash pick-up site.

SUPPLEMENTARY INFORMATION

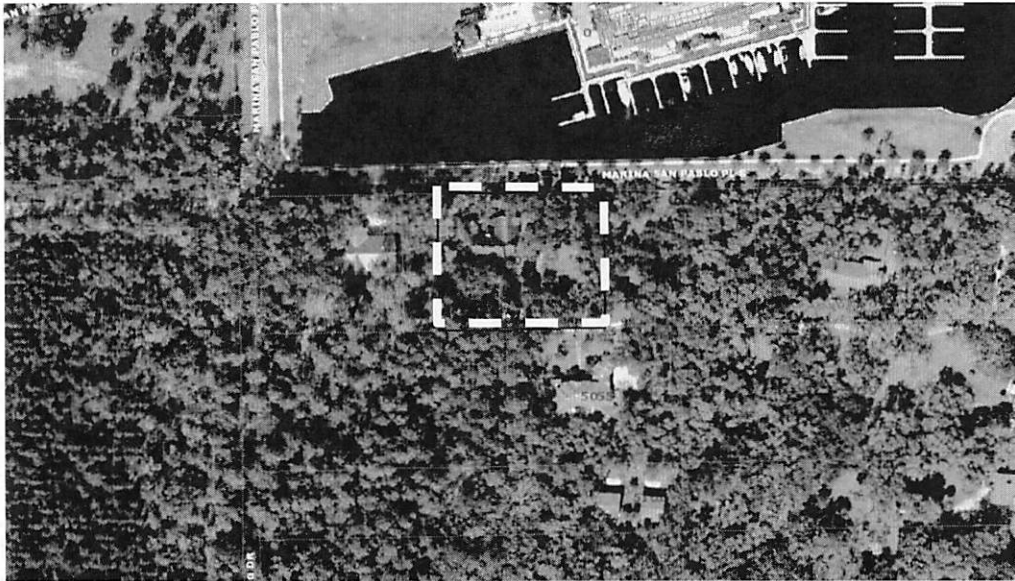
Upon visual inspection of the subject property on August 23, 2016 by the Planning and Development Department the required Notice of Public Hearing signs **were not** posted. New signs were provided to the applicant, and the applicant provided proof that the signs were posted.



*Source: Applicant
Date: August 25, 2016*

RECOMMENDATION

Based on the foregoing, it is the recommendation of the Planning and Development Department that the Application for Waiver of Minimum Required Road Frontage **Ordinance 2016-0530 / WRF-16-13** be **DENIED**.



Aerial view of property

Source: Planning and Development Department Staff

Date: August 23, 2016



View of entrance on San Pablo Road

Source: Planning and Development Department Staff

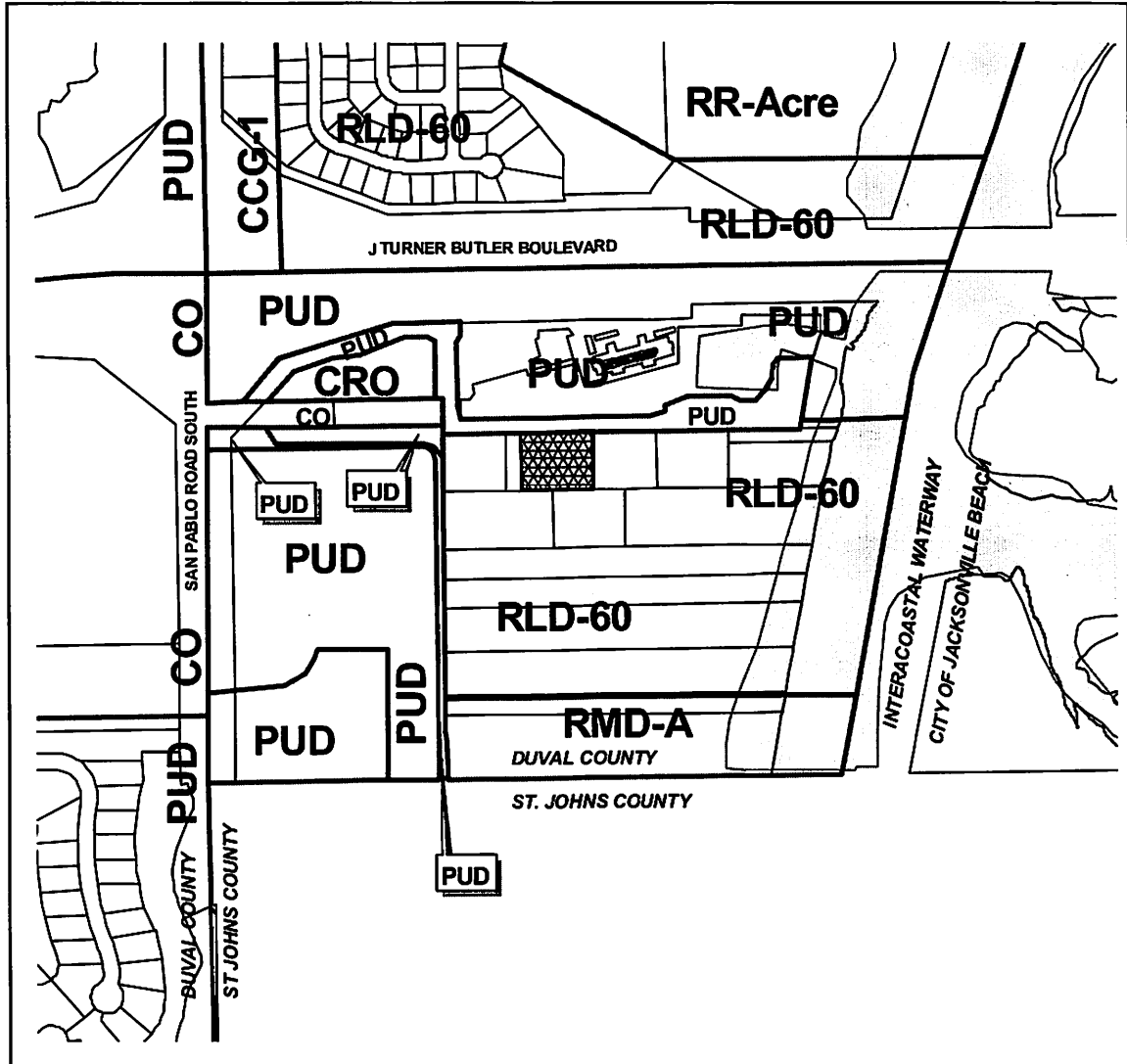
Date: August 23, 2016



View of entrance from San Pablo Road
Source: Planning and Development Department Staff
Date: August 23, 2016



View of entrance from San Pablo Road
Source: Planning and Development Department Staff
Date: August 23, 2016



<p>REQUEST SOUGHT:</p>		
<p>REDUCE ROAD FRONTAGE FROM 48 FT. TO 0 FT.</p>		<p>0100 Feet </p> <p>COUNCIL DISTRICT: 13</p>
<p>APPLICATION NUMBER: WRF-2016-0013</p>		<p>Exhibit 2</p>

APPLICATION FOR WAIVER OF MINIMUM REQUIRED ROAD FRONTAGE

Application No. WRF- 16-13
Set for Public Hearing on:
Notice of Violation:

This application must be typed or printed in black ink and submitted in person with three (3) other copies, for a total of four (4) copies.
Jacksonville,

Planning and Development Department
Zoning Section
Ed Ball Building
214 North Hogan Street, 2nd Floor
Florida 32202

FOR INFORMATION REGARDING THIS FORM, CALL: (904) 255-8300.

For Official Use Only				
1. Date Submitted: 5/20/16	2. Date Filed: 7/20/16 7/25/16	3. Current Zoning District(s): RLD-60	4. Future Land Use Map Category (FLUMs): MDR	5. Applicable Section of Ordinance Code: 656.407(e)
6. LUZ Public Hearing Date: ___/___/___		7. City Council Public Hearing Date: ___/___/___		
8. Neighborhood Association N/A				
9. Number of Signs to be Posted 2				

TO BE COMPLETED BY APPLICANT

10. Complete Property Address: 5025 Dixie Landing Dr., Jacksonville, FL 32224-1861	13. Between Streets: Marina San Pablo Place South (to the North of this lot) and Dixie Landing Drive (to the West of this lot)
11. Real Estate Number: 181768-0150	
12. Date lot was recorded: 12-27-2002	
14. Waiver Sought: Reduce Required Minimum Road Frontage from 30 48' feet to zero feet.	
15. In whose name will the exception be granted? Federal National Mortgage Association, its successors and assigns*	
16. Land Area (1/100 Acres): 1.26 acres	*Applicant requests that the exception be transferable and that it shall run with the land.
17. Utility Services Provider	
Well: <input checked="" type="checkbox"/>	Septic: <input checked="" type="checkbox"/> City Water: _____ City Sewer: _____

*** * * NOTICE TO OWNER/AGENT * * ***

Section 656.101(i), Ordinance Code, defines a waiver as "a relaxation of the Zoning Code minimum street frontage requirements, pursuant to Section 656.407, Ordinance Code, Section 656.133 (b) 1 through 5, Ordinance Code, provides that with respect to action upon applications for Waivers, the City Council shall grant a waiver for reduction of the minimum requirements for road frontage, if the Council makes a positive finding based upon substantial, competent evidence that the application meets all of the following five (5) criteria:

18. Provide answers to the following questions pertaining to the standards and criteria. You may attach a separate sheet if necessary. (Please note that failure by the applicant to adequately substantiate the need for the exception and to meet the criteria set forth below may result in a denial).

(i) There are practical or economic difficulties in carrying out the strict letter of the regulation;

See attached Addendum "A"

(ii) The request is not based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations);

(iii) The proposed waiver will not substantially diminish property values in, nor alter the essential character of the area surrounding the site and will not substantially interfere with or injure the rights of others whose property would be affected by the waiver;

(iv) There is a valid and effective easement for adequate vehicular access connected to a public street which is maintained by the City or approved private street;

(v) The proposed waiver will not be detrimental to the public health, safety or welfare, result in additional expense, the creation of nuisances or conflict with any other applicable law.

19. Attachments - One of each of the following should be included in each copy of the application, providing for four (4) complete copies. All copies, with the exception of the 2 required large site plans, should be on 8 1/2" x 11" paper.

Survey (as required by the Current Planning Section)

Site Plan as required per instructions. (2 copies on 8 1/2 x 11 and 2 copies on 11 x 17 or larger)

Letter of Authorization for Agent/Applicant is required if application is made by any person other than the property owner.

Legal description, may be either lot and block or metes and bounds, including real estate assessment number(s) of the subject property

Proof of valid and effective easement for access to the property.

***** NOTICE TO OWNER / AGENT *****

Please review your application. All spaces noted as "TO BE COMPLETED BY APPLICANT" must be filled in for the application to be accepted.

No application will be accepted as "Complete and filed" until all the requested information has been supplied and the required fee has been paid. The acceptance of an application as being complete does not guarantee its approval by the Planning Commission. You (or your agent) must be present at the public hearing.

The required signs must be posted on the property within five (5) working days after the filing of this application. The sign(s) must remain posted and maintained until a final determination has been made on the application. Proof of notice publication must be submitted to the Current Planning Division, Planning and Development Department, Ed Ball Building, 214 North Hogan Street Suite 300, Jacksonville, Florida 32202, (904) 255-7800 **PRIOR TO THE HEARING.**

Also, an agent's letter of authorization must be attached if the application is not signed by the owner of record and also if someone attends the meeting on the applicant's behalf without prior authorization.

FILING FEES	NOTIFICATION COSTS:
RESIDENTIAL DISTRICTS..... \$1,073.00	\$7.00 PER ADDRESSEE
NON-RESIDENTIAL DISTRICTS..... \$1,091.00	ADVERTISING COSTS:
	BILLED TO OWNER /AGENT

***** Applications filed to correct existing zoning violations are subject to a double fee. *****

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application, and that all of the information contained in this application, including the attachments, is true and correct to the best of my knowledge.

PLEASE PRINT:

Name and address of Owner(s)

Name: Federal National Mortgage Association

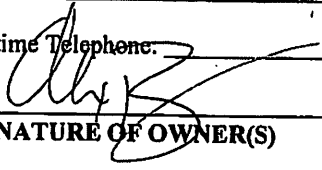
Address: 3900 Wisconsin Avenue NW

City: Washington

State: DC Zip: 20016-2892

Email: _____

Daytime Telephone: _____


SIGNATURE OF OWNER(S) SIGN

Name and address of Authorized Agent(s)

Name: Reese J. Henderson, Jr., Esq.

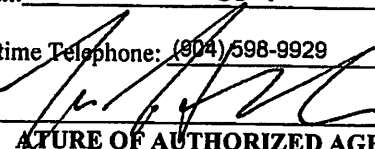
Address: 50 N. Laura Street, Suite 1100

City: Jacksonville

State: FL Zip: 32202

Email: Reese.Henderson@gray-robinson.com

Daytime Telephone: (904) 598-9929


SIGNATURE OF AUTHORIZED AGENT(S)

SIGNATURE OF OWNER(S)

Letter of Authorization for Agent is required if application is made by any person other than the property owner. Also, a larger scale drawing may be required for commercially zoned property with an existing structure or otherwise as required by the Planning and Development Department's Zoning Section.

**Application for Waiver of
Minimum Required Road Frontage**
(RE# 181768-0150)

ADDENDUM "A"

Answers to questions pertaining to the standards and criteria:

- (i) There are practical or economic difficulties in carrying out the strict letter of the regulation

Answer: The subject property was acquired through foreclosure. It contains a single family residence constructed in 2003 and enjoys access to San Pablo Road through a private roadway easement. It does not adjoin any public road and there is no possibility of acquiring the property necessary to connect this parcel to a public right of way.

- (ii) The request is not based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations)

Answer: The property contains an existing single family home constructed in 2003. The owner merely seeks to resolve the nonconforming use issue in order to make the property marketable for sale. No further development is contemplated.

- (iii) The proposed waiver will not substantially diminish property values in, nor alter the essential character of the area surrounding the site and will not substantially interfere with or injure the rights of others whose property would be affected by the waiver

Answer: The property is zoned single family residential which is consistent with the area surrounding the subject property. The property was used as a single family residence since 2003 and will continue to be used as a single family residence if the requested waiver is granted.

- (iv) There is a valid and effective easement for adequate vehicular access connected to a public street which is maintained by the City or approved private street

Answer: There is an existing roadway easement that is valid and effective for adequate vehicular access to San Pablo Road. Certified copies of the Grant of Roadway Easement (OR 6775/220) and Right of Way Easement (OR 677/262), and a survey showing the size and location of the roadway easement relative to the subject property, the right of way easement and San Pablo Road are included in the attachments to this application.

- (v) The proposed waiver will not be detrimental to the public health, safety or welfare, result in additional expense, the creation of nuisances or conflict with any other applicable law.

Answer: The proposed waiver will allow the property to be used as a single family residence as it has been used since 2003 when the residence was first constructed.

Legal Description

A part of the Joseph Peavett Grant, Section 38, Township 3 South, Range 29 East, Duval County, Florida and being more particularly described as follows: for a point of reference, commence at the Northwest corner of those lands described in deed book 1257, page 133 of the current public records of said county; thence North 89 degrees 08 minutes 50 seconds East, along the North Line of last said lands. A distance of 285.00 feet to the point of beginning; thence North 00 degrees 51 minutes 10 seconds West, a distance of 210.00 feet to the South line of those lands described in deed book 1317, page 423 of said county; thence North 89 degrees 08 minutes 50 seconds East along the South line of last said lands, a distance of 260.00 feet; thence South 00 degrees 51 minutes 10 seconds East, a distance of 210.00 feet to the North line of the aforementioned lands described in deed book 1257, page 133; thence South 89 degrees 08 minutes 50 seconds West, along said North line of last said lands, a distance of 260.00 feet to the point of beginning.

EXHIBIT A - Property Ownership Affidavit

Date: _____

City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300,
Jacksonville, Florida 32202

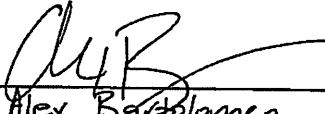
Re: Property Owner Affidavit for the following site location: 5025 Dixie Landing Drive, Jacksonville, FL 32224-1861

To Whom it May Concern:

I _____ hereby certify that I am the Owner of the property described in **Exhibit 1** in connection with filing application(s) for Waiver of Minimum Required Road Frontage submitted to the Jacksonville Planning and Development Department.

If Owner is Corporate Entity:*

FEDERAL NATIONAL MORTGAGE ASSOCIATION

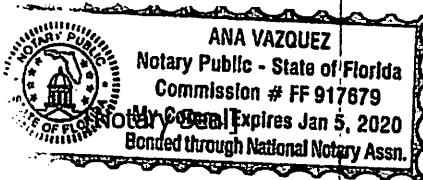
By: 
Name: Alex Bartolomeo
Its: Asst. Vice President

*If Owner is Corporate Entity, please provide documentation illustrating that signatory is an authorized representative of Owner; this may be shown through corporate resolution, power of attorney, printout from sunbiz.org, etc.

NOTE: CORPORATE RESOLUTION/POWER OF ATTORNEY ATTACHED HERETO AS EXHIBIT 2.

STATE OF Florida
COUNTY OF Broward

Sworn to and subscribed and acknowledged before me this 11 day of May 2016, by Alex Bartolomeo, who is personally known to me or who has produced _____ as identification and who took an oath.





Print Name: Ana Vazquez
Notary Public; State of Florida
Commission No.: FF 917879
My Commission Expires: 1/5/20

EXHIBIT 1 - PROOF OF OWNERSHIP

Federal National Mortgage Association owns the property pursuant to the following Certificate of Title, which includes the legal description of the subject property:

DOC # 2013234198, OR BK 16524 Page 201, Number Pages: 3, RECORDED 09/11/2013
02:14 PM, Ronnie Fuselli CLERK CIRCUIT COURT DUVAL COUNTY DEED DOC \$7 \$0.00

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA
CIVIL ACTION**

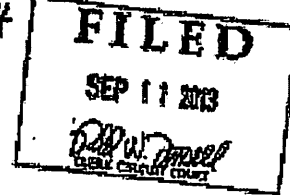
**GMAC MORTGAGE, LLC,
Plaintiff,**

vs.

**BILLY JOE SAWYER, et al,
Defendant(s).**

CASE NO.: 16-2810-CA-001176
DIVISION: CVH-EC

TC-4



CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on AUG 22 2013, 2013, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Duval County, Florida:
A PART OF THE JOSEPH PEAVETT GRANT, SECTION 38,
TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY,
FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT
THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN
DEED BOOK 1257, PAGE 133, OF THE CURRENT PUBLIC
RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES,
08 MINUTES, 50 SECONDS EAST, ALONG THE NORTH LINE
OF LAST SAID LANDS, A DISTANCE OF 285.00 FEET TO THE
POINT OF BEGINNING; THENCE NORTH 80 DEGREES 51

MINUTES 10 SECONDS WEST, A DISTANCE OF 210.00 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 1317, PAGE 413 OF SAID COUNTY; THENCE NORTH 89 DEGREES, 08 MINUTES, 50 SECONDS EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS, A DISTANCE OF 260.00 FEET; THENCE SOUTH 80 DEGREES, 51 MINUTES, 10 SECONDS EAST, A DISTANCE OF 210.00 FEET TO THE NORTH LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN DEED BOOK 1297, PAGE 133; THENCE SOUTH 89 DEGREES, 08 MINUTES, 50 SECONDS WEST, ALONG SAID NORTH LINE OF LAST SAID LANDS, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

A/K/A 5025 DIXIE LANDING DR, JACKSONVILLE, FL 32224-1861

File # 1B1768-0150

was sold to: Federal National Mortgage Association, whose address is: 3900 Wisconsin Avenue NW, Washington DC 20016-2892. The successful bid was in the amount of \$ 250,100.00

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to all parties on the attached service list by mail or e-service on this _____ day of 2013.

WITNESS my hand and the seal of this court on SEP 11 2013 2013, as Clerk of the Circuit Court.

(SHAL)



RONNIE FUSSELL

Clerk of the Circuit Court

By: [Signature] MARINA CARO
Deputy Clerk DEPUTY CLERK

Copies Furnished to:
Abernethy Law
P.O. Box 23028
Tampa, FL 33623
All parties on the attached service list
10-60590

EXHIBIT 2 – CORPORATE RESOLUTION/POWER OF ATTORNEY

[Note: Attach proof of signature authority here]

**FANNIE MAE
CERTIFICATE OF ASSISTANT CORPORATE SECRETARY**

I, Christine E. Reddy, Vice President, Deputy General Counsel and Assistant Corporate Secretary of Fannie Mae ("Fannie Mae"), pursuant to the delegation of authority from the Corporate Secretary to the Assistant Corporate Secretary pursuant to Section 5.13 of the Bylaws of Fannie Mae, do hereby certify as follows:

Alex Bartolomeo has the duly delegated authority to execute documents related to sales of Real Estate Owned Property, including Sales Agreement Contracts and Addendums to Sales Agreement Contracts, in the name and on behalf of Fannie Mae.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Fannie Mae on this 13th, day of November, 2015.

C.E. Reddy

Christine E. Reddy
Assistant Corporate Secretary



EXHIBIT B - AGENT AUTHORIZATION

February _____, 2016

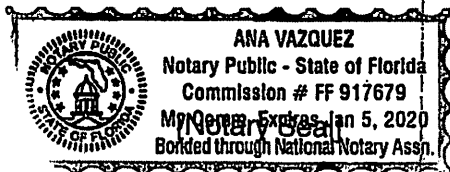
The undersigned, as the Asst. Vice President of Federal National Mortgage Association, a federal corporation, the owner of certain lands located within Section 38, Township 3 South, Range 29 East, Duval County (the "Owner") lying south of J. Turner Butler Boulevard, Jacksonville, Duval County, Florida, as more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property"), hereby designates, authorizes and empowers Reese J. Henderson, Jr., Esquire of the firm of GrayRobinson, P.A., to act as its authorized agent to file any and all applications, papers and documents as may be required to obtain waiver of the road frontage requirement approval from the City of Jacksonville, Planning and Development Department, Zoning Section, including, without limitation, representation at any and all hearings and/or meetings in connection therewith, and to file such other applications, papers and documents as may be necessary in furtherance of obtaining said waiver.

FEDERAL NATIONAL MORTGAGE ASSOCIATION, a federal corporation

By: [Signature]
Print Name: Alex Bartolomeo
Title: Asst. Vice President

STATE OF Florida
COUNTY OF Broward

May The foregoing Agent Authorization was acknowledged before me this 11 day of February, 2016, by Alex Bartolomeo, as Asst. VP of Federal National Mortgage Association, a federal corporation, who is personally known to me or has produced _____, as identification



[Signature]
Print Name: Ana Vazquez
Notary Public; State of Florida
Commission No.: FF917679
My Commission Expires: 1/5/20

EXHIBIT A – LEGAL DESCRIPTION

A part of the Joseph Peavett Grant, Section 38, Township 3 South, Range 29 East, Duval County, Florida and being more particularly described as follows: for a point of reference, commence at the Northwest corner of those lands described in deed book 1257, page 133 of the current public records of said county; thence North 89 degrees 08 minutes 50 seconds East, along the North Line of last said lands. A distance of 285.00 feet to the point of beginning; thence North 00 degrees 51 minutes 10 seconds West, a distance of 210.00 feet to the South line of those lands described in deed book 1317, page 423 of said county; thence North 89 degrees 08 minutes 50 seconds East along the South line of last said lands, a distance of 260.00 feet; thence South 00 degrees 51 minutes 10 seconds East, a distance of 210.00 feet to the North line of the aforementioned lands described in deed book 1257, page 133; thence South 89 degrees 08 minutes 50 seconds West, along said North line of last said lands, a distance of 260.00 feet to the point of beginning.

OFFICIAL RECORDS

GRANT OF ROADWAY EASEMENT

THIS EASEMENT GRANT is made between LOUISE S. DIXON, single, (hereinafter referred to as "First Party") and CHARLES E. DIXON, JR., and JUANITA P. DIXON, his wife, (hereinafter referred to as "Second Party").

The following recitals of fact are a material part of this investment:

A. First Party is the owner of a tract of land described as follows:

A tract of land in the Jos. Peavett Grant, Section 38, Township 3 South, Range 29 East, more particularly described as commencing at a U.S. Government permanent reference monument located at the intersection of the West right of way line of the Intra-coastal waterway with the County line between Duval and St. Johns Counties; thence North 10 deg. 48 min. East, 465.4 feet to a U.S. Government permanent reference monument; thence along said West right of way line of the Intra-coastal waterway North 12 deg. 41 min. East, 384.3 feet to the point of beginning; being the Southeast corner of the Dixon Tract; thence South 88 deg. 51 min. West, 1242.2 feet along the South line of the Dixon Tract to a point; thence North 1 deg. 09 min. West, 210 feet to a point; thence North 88 deg. 51 min. East, 1293.9 feet to a point on said West right of way line of the Intra-coastal waterway; thence South 12 deg. 41 min. West, 188.3 feet along said West right of way line of the Intra-coastal waterway to a U.S. Government permanent reference monument; thence along same line 27.7 feet to the point of beginning, containing 6.1 acres, more or less.

and
Part of the Joseph Peavett Grant, Section 38, Township 3 South, Range 29 East, more particularly described as all that piece, parcel or tract of land lying between the Westerly right of way line of the U.S. Government easement and the Intra-coastal Waterway and bounded on the North and South by an extension Easterly to said Intra-coastal Waterway of the Northerly and Southerly boundaries of that tract of land heretofore conveyed by the Grantors herein to the Grantees herein; said tract of land heretofore conveyed being that described in deed recorded in Deed Book 1446, page 156, of said Duval County, Florida records.

B. Second Party is the owner of a tract of land described as follows:

A parcel of land situate in the Jos. Peavett Grant, Section 38, Township 3 South, Range 29 East, more particularly described as commencing at a U.S. Government permanent reference monument located at the intersection of the West right of way line of the Intra-coastal waterway with the County line between Duval and St. Johns Counties; thence North 10 deg. 48 min. East, 465.4 feet to a U.S. Government permanent reference monument; thence along said West right of way line of the Intra-coastal waterway, North 12 deg. 41 min. East, 407 feet to a U.S. Government permanent reference monument; thence along same line 188.3 feet to the point of beginning; thence South 88 deg. 51 min. West, 1293.9 feet to a point; thence North 1 deg. 09 min.

Oliver Dixon
14324
John Kraft Dr
3

OFFICIAL RECORDS

West, 210 feet to a point; thence North 88 deg. 51 min. East, 1345.6 feet to a point on said West right of way line of the Intra-coastal waterway; thence South 12 deg. 41 min. West, 216.5 feet along said West right of way line of Intra-coastal waterway to the point of beginning; containing 6.4 acres, more or less.

and

Part of the Joseph Peavett Grant, Section 38, Township 3 South, Range 29 East, more particularly described as all that piece, parcel or tract of land lying between the Westerly right of way line of the United States Government easement and the Intra-coastal Waterway and bounded on the North and South by an extension Easterly to said Intra-coastal Waterway of the Northerly and Southerly boundaries of that tract of land heretofore conveyed to Elizabeth B. Croom, the deceased spouse of W.C. Croom, one of the Grantors to the Grantor herein, being that property described in deed recorded in Deed Book 1075, page 254, of said Duval County, Florida, records.

C. The properties described in paragraphs A and B above shall collectively be called "the Property".

D. First Party wishes to grant and Second Party wishes to receive an easement over, under, and across a portion of First Party's property described as follows: See Parcel 1 attached hereto as Exhibit A and made a part hereof by reference.

E. Second Party wishes to grant and First Party wishes to receive an easement over, under, and across a portion of Second Party's property described as follows: See Parcel 2 attached hereto as Exhibit B and made a part hereof by reference.

F. "Parcel 1" and "Parcel 2" shall be collectively hereinafter referred to as "the Roadway Easement". A copy of the survey delineating the Roadway Easement is attached hereto as Exhibit C and made a part hereof by reference.

NOW, THEREFORE, in consideration of premises and the mutual covenants contained herein, the parties agree as follows:

1. Mutuality. The easements and agreements set forth in this Grant are made for the mutual and reciprocal benefit of all present and future owners of portions of the Property, and are intended to create mutual equitable servitudes on each ownership interest in favor of all other ownership interests in the Property, to create reciprocal rights among the respective owners, and to create privity of contract and an estate between the grantees of parcels within the Property, the rights and all their heirs, successors and assigns.

2. Benefits and Burdens. Every person or entity becoming an owner of any portion of the Property shall by reason of taking title to a portion of the Property be subject to all terms and provisions of this Grant and shall be entitled to its benefits and subject to its burdens.

3. Easement. First Party and Second Party hereby grant to each other and to each future owner of each parcel of the Property, their successors and assigns, for the benefit of the owners, guests, invitees, fire protection services, police, United States mail carriers, representatives of utilities authorized by Grantor to serve the Property, holders of a mortgage lien on any of the Property, and such other persons as the Grantor may from time to time designate, a non-exclusive and perpetual right of ingress and egress over and across the "Roadway Easement".

OFFICIAL RECORDS

a. Appurtenance. This easement is an appurtenance to all the Property and to any land that may hereafter come into common ownership with any of the Property which is contiguous thereto. An area physically separated from the Property having access thereto by means of public way or private easements, rights or licenses is deemed to be contiguous to the Property. Any contiguous land hereafter coming into common ownership with any owner of the Property shall, if such land benefits from the use of the Roadway Easement, be subject to the benefits and burdens of all terms in this agreement including but not limited to the maintenance of the Roadway Easement.

b. Division of Property. If any portion of the Property is hereafter divided into two (2) or more portions by separation of ownership or by lease, all parts shall enjoy the benefit of the Roadway Easement hereby created.

c. Repair and Maintenance of Roadway Easement. The cost of reasonable repair and maintenance of the Roadway Easement shall be shared by all owners of the Property in the proportion which is a fraction, the numerator of which is the total square footage the owner has within the Property and the denominator of which is the total square footage of the Property.

4. Use of Easement Premises. Use of the Roadway Easement premises is not limited to the present or future owners of the Property or present means of transportation. The Roadway Easement is not exclusive and First Party and/or Second Party may grant the right to use the easement property to others. The non-exclusive right to use the Roadway Easement, for ingress and egress, is expressly reserved by First Party and Second Party, for themselves and their successors and assigns. First Party and Second Party reserve the right to all rights to their property described in the Roadway Easement not specifically granted herein, including without limitation all subsurface uses which do not unreasonably interfere with the use of the Roadway Easement by the owners of the Property.

5. Termination. The restrictions and easements may be terminated only upon the recording in the Duval County Official Records of a written agreement executed and acknowledged by all owners of the affected Property described in "Parcel 1" and "Parcel 2" and holders of recorded mortgage liens thereon.

6. Severability. All provisions therein are intended to be severable. If any provision or part thereof is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has executed this Grant this 21st day of September, 1989.

Signed, sealed and delivered in the presence of:

Kathryn S. Dicks
Karen K. Heale
As to First Party

Kathryn S. Dicks
Karen K. Heale
As to Second Party

Louise S. Dixon
LOUISE S. DIXON

Charles E. Dixon, Jr.
CHARLES E. DIXON, JR.

Juanita P. Dixon
JUANITA P. DIXON

OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF DUVAL

I certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LOUISE S. DIXON, to me well known and known to be the person described in and who executed the foregoing Grant of Roadway Easement, and she acknowledged to and before me that she signed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 21st day of September, 1989.

Arthur S. Plank
Notary Public
State of Florida at Large
My commission expires: 4/21/91

STATE OF FLORIDA
COUNTY OF DUVAL

I certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CHARLES E. DIXON, JR., and JUANITA P. DIXON, to me well known and known to be the persons described in and who executed the foregoing Grant of Roadway Easement, and they acknowledged to and before me that they signed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 21st day of September, 1989.

Arthur S. Plank
Notary Public
State of Florida at Large
My commission expires: 4/21/91

OFFICIAL RECORDS

BOATWRIGHT

LAND

SURVEYORS, INC.

PARCEL 1

A PART OF THE JOSEPH PEAVETT GRANT, SECTION 38, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 28 EAST, SAID CORNER BEING ON THE LINE DIVIDING RANGE 29 EAST FROM RANGE 28 EAST, AND ON THE LINE DIVIDING DUVAL COUNTY FROM ST. JOHNS COUNTY; THENCE NORTH 89°08'50" EAST, ALONG SAID LINE DIVIDING DUVAL AND ST. JOHNS COUNTIES, A DISTANCE OF 850.00 FEET; THENCE NORTH 00°51'10" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF A 20 FOOT ROADWAY EASEMENT RECORDED IN OFFICIAL RECORDS VOLUME 677 PAGE 262 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A DISTANCE OF 1037.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°08'50" EAST, ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 1257 PAGE 133 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1293.90 FEET TO THE EAST LINE OF SAID SECTION 38; THENCE SOUTH 28°49'50" WEST, ALONG SAID EAST LINE, A DISTANCE OF 34.53 FEET; THENCE SOUTH 89°08'50" WEST, ALONG A LINE LYING 30 FEET SOUTHERLY OF AND PARALLEL TO SAID NORTHERLY LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 1257 PAGE 133 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1276.80 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED 20 FOOT ROADWAY EASEMENT; THENCE NORTH 00°51'10" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

1401 PENMAN ROAD SUITE "D"
JACKSONVILLE BEACH, FLORIDA 32250

TELEPHONE
241-8550

Vol 6775 P60225

EXHIBIT B

OFFICIAL RECORDS

BOATWRIGHT

LAND

SURVEYORS, INC.

PARCEL 2

A PART OF THE JOSEPH PEAVETT GRANT, SECTION 38, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 28 EAST, SAID CORNER BEING ON THE LINE DIVIDING RANGE 29 EAST FROM RANGE 28 EAST, AND ON THE LINE DIVIDING DUVAL COUNTY FROM ST. JOHNS COUNTY; THENCE NORTH 89°09'50" EAST, ALONG SAID LINE DIVIDING DUVAL AND ST. JOHNS COUNTIES, A DISTANCE OF 850.00 FEET; THENCE NORTH 00°51'10" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF A 20 FOOT ROADWAY EASEMENT RECORDED IN OFFICIAL RECORDS VOLUME 677 PAGE 262 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A DISTANCE OF 1037.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°51'10" WEST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°08'50" EAST, ALONG A LINE LYING 30.00 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 1257 PAGE 133 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1311.00 FEET TO A POINT LYING ON THE EAST LINE OF SAID SECTION 38; THENCE SOUTH 28°49'50" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 34.53 FEET TO A POINT LYING ON THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 1257 PAGE 133 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 89°08'50" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1293.99 FEET TO THE POINT OF BEGINNING.

1401 PENMAN ROAD SUITE "D"
JACKSONVILLE BEACH, FLORIDA 32250

TELEPHONE
241-8550

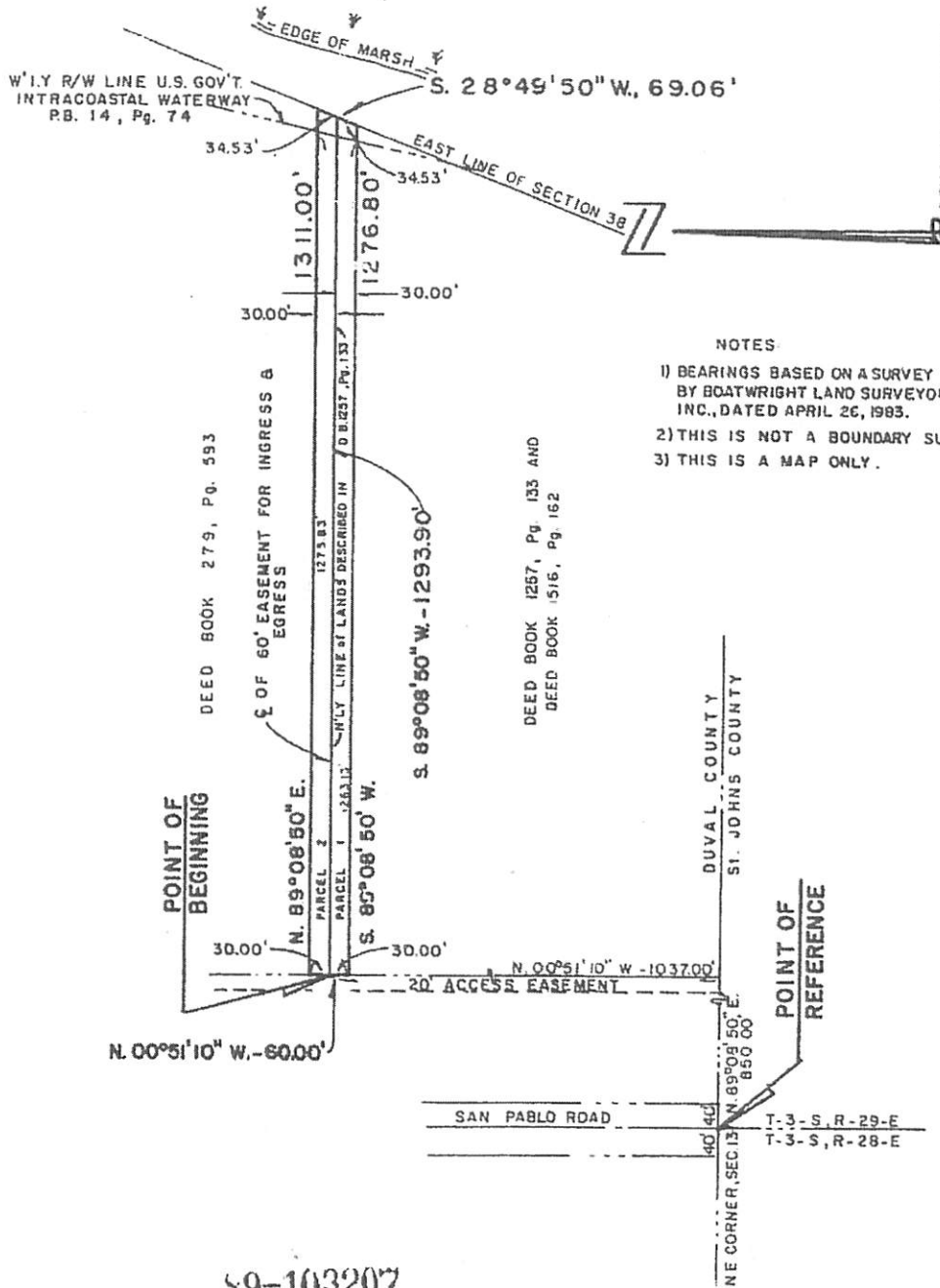
EXHIBIT C

MAP OF

A PART OF THE JOSEPH PEAVETT GRANT, SECTION 38, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA. (SEE ATTACHED LEGAL DESCRIPTIONS).

VOL 5775 PG 226

OFFICIAL RECORDS



NOTES

- 1) BEARINGS BASED ON A SURVEY BY BOATWRIGHT LAND SURVEYORS, INC., DATED APRIL 26, 1983.
- 2) THIS IS NOT A BOUNDARY SURVEY.
- 3) THIS IS A MAP ONLY.

DEED BOOK 279, P. 593

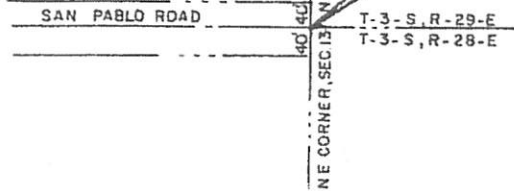
60' EASEMENT FOR INGRESS & EGRESS

DEED BOOK 1257, Pg. 133 AND DEED BOOK 516, Pg. 162

POINT OF BEGINNING
N. 89°08'50" E.
30.00'
PARCEL 2
PARCEL 1
S. 85°08'50" W.
30.00'

DUVAL COUNTY
ST. JOHNS COUNTY

POINT OF REFERENCE
N. 89°08'50" E.
850.00'



89-103207

20 01

HENRY W. COOK

THIS SURVEY NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL OF SURVEYOR SIGNED HEREON

REVISED: SEPT. 20, 1989
REVISED: SEPT. 5, 1989

DONN W. BOATWRIGHT, L.S.
FLORIDA REG. LAND SURVEYOR No 3295

SCALE: 1" = 200'
DRAWN BY: KAREN HETS
F.B. #: 88-2802

BOATWRIGHT LAND SURVEYORS, INC.
1401 PENMAN ROAD SUITE D
JACKSONVILLE BEACH, FLORIDA 241-8550

DATE SIGNED
MAY 22 1989
SHEET 1 OF 1

STATE OF FLORIDA
DUVAL COUNTY

I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing, consisting of 2 pages, is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 16 day of MAY A.D., 2016.

RONNIE FUSSELL
Clerk, Circuit and County Courts
Duval County, Florida

By John R. Theis
Deputy Clerk

OFFICIAL RECORDS
RIGHT OF WAY EASEMENT

THIS INDENTURE, Made in duplicate this 9th day of December, A. D. 1957, by and between EUNICE P. ODOM, as Administratrix c. t. a. of the Estate of William H. Pitt, deceased, hereinafter called the ADMINISTRATRIX, of Duval County, Florida, party of the first part, and LILLIAN SHEPPARD LITTLE, a widow, of Duval County, Florida, hereinafter called the GRANTEE, party of the second part,

W I T N E S S E T H :

WHEREAS, William H. Pitt during his lifetime was the owner of the following described property, which is now a part of his estate, lying, being and situate in St. Johns and Duval Counties, Florida, namely:

Those parts of the Jos. Peavett Grant, Section 38, Township 3 South, Range 29 East, more particularly described as follows:

For point of beginning, begin at the concrete monument situate on the line dividing Duval and St. Johns Counties, Florida, as that line is now situate at the Southerly end of San Pablo Road, a public road in Duval County, as that road is now located, which point is also on the range line dividing Township 3 South, Range 28 East, from Township 3 South, Range 29 East; run thence South along the range line dividing said Townships 1,506 feet to a point; run thence North 89 degrees 8 minutes 50 seconds East, 850 feet, more or less, to a concrete monument at the South-west corner of those certain lands constituting lands of Cornelia Yerkes Kafka and known as the residue of the lands described in Deeds recorded in Deed Book 197, pages 143 and 192, of the public records of St. Johns County, Florida; run thence Northerly along the Westerly line of the lands of the said Cornelia Yerkes Kafka and the lands of Scott, Cowles, Mitchell and Davis, Dickinson, Wilson, Marvin, Little and Dixon, North 0 degrees 51 minutes 10 seconds West, 2,753 feet to a point located in the Southerly line of other lands of the said Marvin as the same are described in Deed recorded in Deed Book 1317, page 423, of the public records of Duval County, Florida; run thence South 89 degrees 8 minutes 50 seconds West, 811.83 feet to a concrete monument in the Easterly line of said San Pablo Road; run thence South 0 degrees 57 minutes 50 seconds East, 1,247 feet along the Easterly boundary of San Pablo Road to a point at its Southerly end; run thence South 89 degrees 8 minutes 50 seconds West, 40 feet, along the Southerly end of said San Pablo Road, to the concrete monument at the point of beginning;

and

WHEREAS, the Grantee owns lands lying adjacent to the Easterly line of the aforescribed lands of Pitt, that is to say, the lands described in Deed recorded in Deed Book 1082, page 325, Duval County public records; and

WHEREAS, the parties hereto mutually desire to arrange access from said San Pablo Road to said properties East of the lands of the said Pitt, which access will be by private road, subject only to use by the respective parties hereto and their respective heirs, executors, administrators and assigns, which access will be in common with others and not exclusive; and

DUVAL
COUNTY



LAW OFFICES
SMITH & AXTELL
AMERICAN NATIONAL
BANK BUILDING
JACKSONVILLE 7, FLA.

OFFICIAL RECORDS

WHEREAS, the parties hereto hereby recognize that there are no public roads across said lands of Pitt; and

WHEREAS, the Administratrix has, by Petition, obtained leave and approval of the County Judge for Duval County, Florida, out of whose Court her Letters as Administratrix c. t. a. issue, to construct the road hereinafter described:

NOW, THIS INDENTURE WITNESSETH that, in consideration of the sum of ONE (\$1.00) DOLLAR to her in hand paid, the receipt whereof is hereby acknowledged, the Administratrix hereby grants unto the Grantee, her heirs and assigns:

The full and free non-exclusive right and liberty for her, her tenants, servants, visitors and licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the said lands of the said Grantee, for whatever purpose the said land may be from time to time lawfully used and enjoyed, to pass and re-pass by vehicular means or otherwise along the hereinafter described private road for the purpose of going from San Pablo Road to the said lands of the Grantee, or vice versa, always reserving similar right to the use thereof unto the said Administratrix, her successors and assigns. Said road is described as follows:

A dirt road on a right of way 20 feet in width, lying, being and situate on the Northerly 20 feet and on the Easterly 20 feet of the aforesaid lands of the said Pitt, deceased.

TO HAVE AND TO HOLD the said easement or right of way hereby granted unto the said Grantee, her heirs and assigns, as appurtenant to the said lands of the said Grantee.

Except as aforesaid, it is expressly understood and agreed by and between the parties hereto that all expense connected with the care and maintenance of the roadway constructed on said easement shall, at all times, be borne by the Grantee and the other owners of lands adjacent to said lands of Pitt on the East, their heirs and assigns, and that the said Administratrix, her successors and assigns, shall have no obligation in connection with such care and maintenance.

By her acceptance of this indenture, the Grantee, her heirs and assigns, covenant to and with the Administratrix, her successors and assigns, that they will, at all times, jointly with the other owners of lands to the East of the said lands of Pitt, indemnify and hold harmless the said Administratrix, her successors and assigns, for and on account of any and all damages which may be suffered by any parties due to the negligent or faulty maintenance or care of said right of way and road and any of its appurtenances.

In consideration of this grant, and of the original construction of said road by the Administratrix, the Grantee disclaims any right to cross said Pitt lands at any other place than on the right of way area hereby granted.

OFFICIAL RECORDS

Edda Cook Pitt, widow of William H. Pitt, joins in this instrument to evidence the subordination of her right to claim dower against the Estate of William H. Pitt to the right of way hereby granted. And the said Edda Cook Pitt does, hereby, remise, release and quit-claim to the Grantee, her heirs and assigns, all right, title and interest she may have in and to the aforementioned properties of the Grantee.

IN WITNESS WHEREOF, the parties have caused these presents to be executed under their hands and seals, in duplicate, the day and year first aforesaid.

Signed, sealed and delivered in the presence of:

James S. Scudder
Geo. W. Semmes
As to the Administratrix

Eunice P. Odom (SEAL)
Eunice P. Odom, as Administratrix
c. t. a. of the Estate of William H. Pitt, deceased.

Dorothy L. Hoover
W. S. Howell
As to the Grantee

Lillian Sheppard Little (SEAL)
Lillian Sheppard Little
Grantee

John S. Szmania
N. in South
As to Edda Cook Pitt

Edda Cook Pitt (SEAL)
Edda Cook Pitt

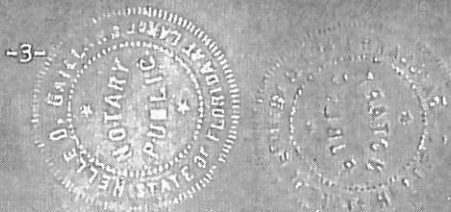
STATE OF FLORIDA }
COUNTY OF DUVAL }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared EUNICE P. ODOM, to me known to be the person described in and who executed the foregoing instrument as Administratrix c. t. a. of the Estate of William H. Pitt, deceased, and she acknowledged before me that she executed the same as such Administratrix.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1957.

James S. Scudder
Notary Public, State of Florida at
Large.
My commission expires: 9-23-58

LAW OFFICES
SMITH & AXTELL
AMERICAN NATIONAL
BANK BUILDING
JACKSONVILLE 7, FLA.



OFFICIAL RECORDS

STATE OF FLORIDA }
COUNTY OF DUVAL }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, in the State and County aforesaid, personally appeared LILLIAN SHEPPARD LITTLE, a widow, to me known to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of ~~December~~, 1958.
JANUARY

Wm. S. Howell

Notary Public, State of Florida
at Large.

My commission expires: 3/11/58



STATE OF FLORIDA }
COUNTY OF Pinellas }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared EDDA COOK PITT, to me known to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same.

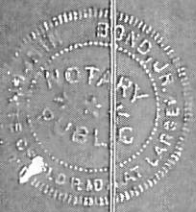
WITNESS my hand and official seal in the County and State last aforesaid this 17 day of December, 1957.

Nin Boudin

Notary Public, State of Florida
at Large.

My commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires Sept. 19, 1960
Bonded by American Fire & Casualty Co.



59- 4644

1958 JAN 25 AM 10:51

-4-

LAW OFFICES
SMITH & AXTELL
AMERICAN NATIONAL
BANK BUILDING
JACKSONVILLE 7, FLA.

FILED AND RECORDED IN PUBLIC
RECORDS OF DUVAL COUNTY, FLA.

By: [Signature]
CLERK OF CIRCUIT COURT

STATE OF FLORIDA
DUVAL COUNTY

I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing, consisting of 4 pages, is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 16 day of May, A.D. 2016.

RONNIE FUSSELL
Clerk, Circuit and County Courts
Duval County, Florida

By Joh P. Heil
Deputy Clerk