| Date Submitted: |
| :---: |
| $8-13-2020$ |
| Date Filed: $8-24-2020$ |

Application Number:
WRF 20-21
Public Hearing:

## Application for Waiver of Minimum Required Road Frontage <br> City of Jacksonville, Florida Planning and Development Department

Please type or print in ink. Instructions regarding the completion and submittal of this application are located at the end of this form. For additional information, please contact the Planning and Development Department at (904) 255-7865.

| For Official Use Only |  |  |  |
| :---: | :---: | :---: | :---: |
| Current Zoning District: $R L D-60$ |  | Current Land Use Category: $\angle D R$ |  |
| Council District: | 6 | Planning District: 3 |  |
| Previous Zoning Applications Filed (provide application numbers): <br> None Found |  |  |  |
| Applicable Section of Ordinance Code: |  |  |  |
| Notice of Violation(5): |  |  |  |
| Neighborhood Associations: Sou ThEast |  |  |  |
| Overlay: |  |  |  |
| LUZ Public Hearing Date: |  | City Council Public Hearing Date: |  |
| Number of Signs to Post: 2 | Amoun |  | Zoning Asst. Initials: |


| PROPERTY JNFORMATION |  |
| :---: | :---: |
| 1. Complete Property Address: <br> 0 HARDY RD. JACKSONVILLE FL 32257 | 2. Real Estate Number: $155767-0020$ |
| 3. Land Area (Acres): 1.92 | 4. Date Lot was Recorded: JULY14TH 2020/ DEED \# 19279/ PG. 2402 |
| 5. Property Located Between Streets: LIVINGSTON RD. \& WINDRIDGE CT. | 6. Utility Services Provider: <br> City Water / City Sewer $\square$ <br> Well / Septic |
| 7. Waiver Sought: <br> Reduce Required Minimum Road Frontage from $\qquad$ feet to $\qquad$ feet. |  |
| 8. In whose name will the Waiver be granted? Javier Castro |  |


| OWNER'S INFORMATION (please attach separate sheet if more than one owner) |  |
| :--- | :--- |
| 9. Name: | 10. E-mail: <br> Javier Castro \& Marines Castro <br> javi00976@yahoo.com / marinesbirrie@ @hotmail.com |
| 11. Address (including city, state, zip): | 12. Preferred Telephone: |
| 13504 Citicards Way Apt.1202 | (904) 5660366 / (904) 5354135 |
| Jacksonville, Florida 32258 |  |

## APPLICANT'S INFORMATION (if different from owner)

| 13. Name: | 14. E-mail: |
| :--- | :--- |
| N/A |  |
|  |  |


#### Abstract

CRITERIA Section 656.101(I), Ordinance Code, defines a waiver as "a relaxation of the Zoning Code minimum street frontage, pursuant to Section 656.407, Ordinance Code."

Section 656.133 (d) 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: i. There are practical or economic difficulties in carrying out the strict letter of the regulation; 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.


Page 2 of 5

PLANNING AND DEVELOPMENT DEPARTMENT
17. Given the above definition of a "waiver" and the aforementioned criteria by which the request will be reviewed against, please describe the reason that the waiver is being sought. Provide as much information as you can; you may attach a separate sheet if necessary. Please note that failure by the applicant to adequately substantiate the need for the request and to meet the criteria set forth may result in a denial.
i. There are practical or economic difficulties in carrying out the strict letter of the regulation?

- Yes. Hardy road is an unproved street that has been utilized by six property owners for years. The parcel of land is the fourth lot on the left when entering Hardy rd. The road is 20 feet wide and every lot owner owns 10 feet from the edge of the lot. The road cannot be widened without affecting other lots.
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)?
- No. The request is not based on exclusively upon the desire to reduce the cost of developing the site or circumvent the requirements of Chapter 654 in that the parcel is situated in around other lots with existing structures and in use.
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?
- No. If approved, the waiver will not substantially diminish property values in, or alter the essential character of, the surrounding the site nor interfere with or injure the rights of others. I am seeking the waiver to build a single-family structure which will be my primary residence which will also be retirement home. After being in the Navy for 25 years I purchased this lot due to the tranquility of where it is situated and the properties built around it. I am planning on building a property that will only increase the value of the surrounding homes.
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?
- Yes. There is a valid and effective easement for adequate vehicular access connected to a public street. Hardy rd. is a road connected to Pine Acres rd. not maintained by the city. Each property owner owns 10 feet from the middle of the road to each lot.
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. No. If approved, the proposed waiver will not be detrimental to the public health, safety or welfare. Planned structure to be built will be a significant improvement as compared to existing structure.


## ATTACHMENTS

The following attachments must accompany each copy of the application.


Survey
Site Plan - two (2) copies on $81 / 2 \times 11$ and two (2) copies on $11 \times 17$ or larger Property Ownership Affidavit (Exhibit A)
Agent Authorization if application is made by any person other than the property owner (Exhibit B)
Legal Description - may be written as either lot and block, or metes and bounds (Exhibit 1)
Proof of property ownership - may be print-out of property appraiser record card if individual owner, http://apps.coj.net/pao propertySearch/Basic/Search.aspx, or print-out of entry from the

Florida Department of State Division of Corporations if a corporate owner,
http://search.sunbiz.org/Inquiry/CorporationSearch/ByName.
Proof of valid and effective easement for access to the property.

## FILING FEES

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

| Base Fee | Public Notices | Advertisement |
| :--- | :--- | :--- |
| Residential Districts: $\$ 1,161.00$ | $\$ 7.00$ per Addressee | Billed directly to owner/agent |
| Non-residential Districts: $\$ 1,173.00$ |  |  |

## AUTHORIZATION

Please review your application. No application will be accepted until all of 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 City Council. The owner and/or authorized agent must be present at the public hearing.

The required public notice signs must be posted on the property within five (5) working days after the filing of this application. Sign(s) must remain posted and maintained until a final determination has been made on the application.

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.


## SUBMITTAL

This application must be typed or printed in ink and submitted along with three (3) copies for a total of four (4) applications. Each application must include all required attachments.

## Submit applications to:

Planning and Development Department, Zoning Section
214 North Hogan Street, $2^{\text {nd }}$ Floor
Jacksonville, Florida 32202
(904) 255-8300

## Instructions for Completing an Application for Waiver of Road Frontage

business. When the use requires licensure or other approvals by the State or any other governmental entity, such as a liquor license approval, the waiver granted in connection with such use shall be granted to the applicant or the State license holder.

## - Owner's Information Box

## Items 9-12

Please provide the full name, address, e-mail address, and preferred telephone number for the owner(s) of the property. Use a separate sheet of paper if necessary.

## - APPLICANT'S INFORMATION BOX

## Items 13-16

If the applicant is not the property owner, please provide the full name, address, e-mail address, and preferred telephone number for the applicant or authorized agent.

- Criteria

Item 17
Please read the criteria against which the request will be reviewed, and use the area on the application, or if needed a separate piece of paper, to provide as much detail as possible to describe the reason for the application. This is your opportunity to provide as much information as you can to assist the planner assigned to your application in understanding your request. This is critical and may impact the Planning Department's recommendation. Be specific about what you're trying to do or accomplish.

## - ATTACHMENTS

All applications must consist of four (4) complete sets of the application and all required attachments. All required attachments should be provided on $81 / 2^{\prime \prime} \times 11^{\prime \prime}$ paper, with the exception of two (2) of the four (4) application sets, which will include site plans at $11^{\prime \prime} \times 17^{\prime \prime}$ or larger.
$>$ Survey, signed and sealed by a licensed surveyor within the last five (5) years or as required by the Current Planning Division
$>$ Legal description, may be written as either lot and block, or metes and bounds (Exhibit 1)
$>$ Site plan, drawn to scale
$>$ Agent Authorization Letter is required if application is made by any person other than the property owner. (Exhibit B)
$>$ Property Ownership Affidavit (Exhibit A)
$>$ Proof of property ownership, may be a print-out of property appraiser record card if individual owner (http://apps.coj.net/pao propertySearch/Basic/Search.aspx); or print-out of entry from the Florida Department of State Division of Corporations if a corporate owner (http://search.sunbiz.org/Inquiry/CorporationSearch/ByName).
$>$ Proof of valid and effective easement for access to the property.

## PLANNINGAND DEVELOPMENT DEPARTMENT

## Instructions for Completing an Application for Waiver of Road Frontage

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. The same shall also show existing improvements on the property.

The following information must be shown on the site plan:

```
\(>\) Property dimensions and total land area
\(>\) Buildings (including dimensions and total lot coverage area)
\(>\) Parking spaces and dimensions (including handitap) - commercial only
\(>\) Loading and unloading area, if applicable, with turn-around area and dimensions - commercial
    only
\(>\) Landscape areas and dimensions - commercial only
\(>\) Ingress and egress (driveways, alleys and easements)
> Adjacent streets and rights-of-way
\(>\) North arrow, map scale, and date of drawing
\(>\) Signage (if any)
\(>\) Building setbacks per Zoning Code
\(>\) Adjacent zoning districts and property uses
```

All drawings must be drawn to scale. Failure to have a "to-scale" drawing with each of the items above shown could result in your application being deferred or denied.

## NOTIFICATIONS

$\Rightarrow$ When your completed application is submitted and accepted as sufficient, a list of property owners (addressee) within a 350-feet radius of the property will be prepared by the Department. These property owners will be mailed a notice of public hearing.
$>$ For all applications, except Administrative Deviations, the applicant will receive an invoice from the Financial News \& Daily Record for the advertisement of their notice of public hearing. This invoice must be paid prior to the application being heard by the Land Use \& Zoning Committee.
$>$ The applicant will be provided with signs to post on their property. The required signs must be posted on the property within five (5) working days after the application is filed. Sign(s) must be visible and maintained until a final determination has been made on the application.

## PLANNING AND DEVELOPMENT DEPARTMENT

## EXHIBIT 1

Legal Description

PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF JACKSONVILLE, COUNTY OF DUVAL AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: START AT THE SOUTHEAST CORNER OF SECTION FIVE (5), TOWNSHIP FOUR (4), SOUTH RANGE TWENTY-SEVEN (27) EAST; THENCE NORTH 1 DEGREE, 54 MINUTES WEST 300.6 FEET TO A STAKE ON THE SOUTH BOUNDARY OF A ROAD 60 FEET WIDE; THENCE SOUTH 89 DEGREES, 40 MINUTES WEST ALONG THE SOUTH BOUNDARY OF THE SAID ROAD 567 FEET TO A POINT; THENCE IN A SOUTH 00 DEGREES, 20 MINUTES EAST, 227.48 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 00 DEGREES, 20 MINUTES EAST, 322.52 FEET; THENCE SOUTH 89 DEGREES, 40 MINUTES WEST, 259.2 FEET; THENCE NORTH 00 DEGREES, 20 MINUTES EAST, 322.52 FEET; THENCE NORTH 89 DEGREES, 40 MINUTES EAST, 259.2 FEET TO THE POINT OF BEGINNING. AN EASEMENT OVER A STRIP OF LAND 10 FEET ALONG THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED LAND IS RESERVED FOR A ROAD

## EXHIBIT A

## Property Ownership Affidavit - Individual

Date: 11 AUG 2020
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 in Jacksonville, Florida:
Address: 0 HARDY RD. Jacksonville, FL 32258
RE\#(s): 155767-0020
To Whom it May Concern:
1 Javier Castro hereby certify that I am the Owner of the property described in Exhibit 1 in connection with filing application(s) for Application for Waiver of Minimum Required Fronlage submitted to the Jacksonville Planning and Development Department.


Print Name: Savier Castro

## STATE OF FLORIDA

## COUNTY OF DUVAL

Sworn to and subscribed and acknowledged before me this llth, day of AuGLSI 2020, by JAVIER CRSTROMARIINEZ, who is personally known to me or who has produced Mihritary AD ID as identification and who took an oath.


State of Florida at Large.
My commission expires: $\qquad$


$\square$

PROPERTY ADDRESS: - 0 Hardy Dr, JACKSONVILLE, FL32257

LEGAL DESCRIPTION: THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF JACKSONVILLE, COUNTY OF DUVAL AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: START AT THE SOUTHEAST CORNER OF SECTION FIVE (5), TOWNSHIP FOUR (4), SOUTH RANGE TWENTY-SEVEN (27) EAST; THENCE NORTH 1 DEGREE, 54 MINUTES WEST 300.6 FEET TO A STAKE ON THE SOUTH BOUNDARY OF A ROAD 60 FEET WIDE; THENCE SOUTH 89 DEGREES, 40 MINUTES WEST ALONG THE SOUTH BOUNDARY OF THE SAJD ROAD 567 FEET TO A POINT; THENCE IN A SOUTH 00 DEGREES, 20 MINUTES EAST, 227.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES, 20 MINUTES EAST, 322.52 FEET; THENCE SOUTH 89 DEGREES, 40 MINUTES WEST, 259.2 FEET; THENCE NORTH 00 DEGREES, 20 MINUTES EAST, 322.52 FEET; THENCE NORTH 89 DEGREES, 40 MINUTES EAST ALONG THE SAID BOUNDARY OF THE SAID ROAD 259.2 FEET TO THE POINT OF beginning. AN EASEMENT OVER ASTRIP OF LAND 10 FEET ALONG THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED LAND IS RESERVED FOR A ROAD

FLOOD ZONE: -12031C0561H ZONE: X EFF: 06/03/2013

On File


THIS INSTRUMENT PREPARED BY AND RETURN TO:
Title America Real Estate Closings
10448 Old Saint Augustine Road Jacksonvilile, FL 32257
904.262.6400w

FILE: T39549
Parcel DH:155767-0020
SALE PRICE: $\$ 190,000,00$
SPACE ABOVE THIS LINE FOR RECORDING DATA

## WARRANTY DEED

THIS WARRANTY DEED, made the 8th day of July, 2020 by

Richard A. Barkoskie and Sharon L. Barkoskie, Husband and Wife,

whose post office address is 108 Riverwalk Boulevard, St. Johns, FL 32259 herein called the Grantors, to

## Javier Castro and Marines Castro, Husband and Wife

whose post office address is 4654 Silverthorn Dr., Jacksonville, FL 32258, hereinafter called the Grantees: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Duval County, State of Florida, viz.:

That certain Piece, Parcel or Tract of land situate, lying and being in the City of Jacksonville, County of Duval and State of Florida, more particularly described as follows:

Start at the Southeast corner of Section 5, Township 4 South, Range 27 East; thence North 1 degrees 54 minutes West 300.6 feet to a stake on the South boundary of a Road 60 feet wide; thence South 89 degrees, 40 minutes West along the South boundary of the said Road 567 feet to a point; thence in a South 00 degrees, 20 minutes East, 227.48 feet to the Point of Beginning; thence continue South 00 degrees, 20 minutes East, 322.52 feet; thence South 89 degrees, 40 minutes West, 259.2 feet; thence North 00 degrees, 20 minutes East, 322.52 feet; thence North 89 degrees, 40 minutes East, 259.2 feet to the Point of Beginning. An easement over a strip of land 10 feet along the South boundary of the above described land is reserved for a road.

Subject to easements, restrictions and reservations of record and taxes for the year 2020 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.
AND, the Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:



Witness \#1 Printed Name


Witness \#2 Printed Name

## STATE OF FLORA

## COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ( $V$ ) physical presence or ( ) online notarization, this 8th day of July, 2020 by Sharon Lynne Barkoskie as attorney-in-fact for Richard A. Barkoskje and Sharon L. Barkoskie, individually, who ( ) is personally known to me or (c) Has produced Drluep Rlagasen as identification.

## SEAL



My Commission Expires:

Prepared by and return to:
Zachary Roth
Ansbacher Law
8818 Goodbys Executive Drive
Jacksonville, FL 32217
File No, 120134-20


## ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Easement") is made by DAVID CLARENCE HARTLEY and ELLEN CAMERON HARTLEY, a married couple ("Hartley"), whose address is 11031 Pine Acres Road, Jacksonville, Florida 32257; KHALIL H. SAKAKINI, a single man ("Sakakini"), whose address is 4035 Hardy Drive, Jacksonville, Florida 32257; ALTI NDREKA, joined by his spouse, Blerina Ndreka ("A. Ndreka"), whose address is 11065 Pine Acres Road, Jacksonville, Florida 32257; EDUARD NDREKA, joined by his spouse, Kristiana Vinjari Ndreka ("E. Ndreka"), whose address is 4038 Hardy Drive, Jacksonville, Florida 32257; MARK V. JOHNS, a single man ("Johns"), whose address is 4060 Hardy Drive, Jacksonville, Florida 32257; RICHARD A. BARKOSKIE and SHARON L. BARKOSKIE, married couple ("Barkoskie"), whose address is 108 Riverwalk Boulevard, St. Johns, Florida 32259; and. Hartley, Sakakini, A. Ndreka, E. Ndreka, Johns, Barkoski, are collectively referred to as "Parties" and may be individually referred to as a "Party."

## Recitals:

A. Hartley is the owner of that certain parcel of land located in Duval County, Florida and more particularly described in Exhibit A (the "Hartley Property").
B. Sakakini is the owner of certain parcels of land located in Duval County, Florida and more particularly described in Exhibit B (the "Sakakini Properties").
C. A. Ndreka is the owner of that certain parcel of land located in Duval County, Florida and more particularly described in Exhibit C (the "A. Ndreka Property").
D. E. Ndreka is the owner of that certain parcel of land located in Duval County, Florida and more particularly described in Exhibit D (the "E. Ndreka Property").
E. Johns is the owner of that certain parcel of land located in Duval County, Florida and more particularly described in Exhibit E (the "Johns Property").
F. Barkoskie is the owner of that certain parcel of land located in Duval County, Florida and more particularly described in Exhibit F (the "Barkoskie Property").
G. Portions of the Hartley Property, the Sakakini Properties, the A. Ndreka Property, the E. Ndreka Property and the Johns Property, Property (collectively, the "Grantor Properties") are utilized by the Parties to access their respective properties.
H. The Parties (the "Grantees") have requested and Hartley, Sakakini, A. Ndreka, E. Ndreka, and Johns (the "Grantors") have agreed to memorialize an easement for ingress, egress, utilities, and municipal services over, through, and under a portion of the Grantor Properties as depicted on Exhibit G (the "Easement Property").

NOW, THEREFORE, in consideration of Ten and $\mathrm{No} / 100$ Dollars ( $\$ 10.00$ ), the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. Recitals. The Recitals are incorporated by this reference thereto.
2. Grant of Easement. The Grantors hereby grant to the Grantees, and their respective employees, agents, guests, customers, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors and assigns, as an easement appurtenant to the Hartley Property, the Sakatini Properties, the A. Ndreka Property, the E. Ndreka Property, the Johns Property, and the Barkoskie Property, Property, respectively, a non-exclusive perpetual easement for an access way for vehicular, pedestrian, and municipal service ingress and egress over, on and across portions of the Easement Property located on each of the Grantor Properties, and a non-exclusive perpetual easement for the construction, replacement, maintenance and operation of electric, water, sewer, gas, telecommunication, and data utilities and related facilities.
3. Use by Grantor. Each of the Grantors may utilize the portions of the Easement Property on their property for any purpose so long as such use does not unreasonably interfere with the Grantees' rights under this Easement.
4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the lands described herein and are binding upon and inure to the heirs, successors and assigns of the parties hereto.
5. Enforcement. In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance.
6. No Third Party Beneficiaries. This Easement is granted only for the benefit of the Grantee Parcel, and is not intended for the use or benefit of any other real property, nor is it for the use or benefit of any person or entity other than those set forth above.
7. Entire Agreement; Amendment. The parties hereto agree that the entire agreement between the parties with respect to the easement is set forth in this instrument. This Easement may be amended only by an instrument in writing and signed by the persons who are the then owners of the fee simple title to the Grantor Parcel and the Grantee Parcel.
8. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any filture matter.
9. Indemnification. The owner of the Grantee Parcel agrees to indemnify, defend and hold harmless the Grantor, their respective successors and/or assigns, and their respective tenants, invitees and employees, from all costs, claims, obligations, liabilities, penalties and expenses, including reasonable attorneys' fees and costs incurred by any such indemnified party, arising from or in connection with the use of the easement granted herein.
10. Severability. If any provision of this Easement shall to any extent be found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of this Easement nor the application of the provisions to other persons, entities or circumstances, shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law or equity.
11. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any conflict of laws principles.
12. Notices. Any notice required or permitted by this Easement shall be delivered by certified mail, return receipt requested or overnight delivery to the address listed above or such alternate address as provided in writing in compliance with this paragraph by any Party. Such notices shall be deemed effective when sent unless they are returned to sender as unable to be delivered.
13. Attorneys' Fees and Costs. In the event of any litigation with respect to the rights and obligations of the parties to this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, whether incurred at trial, on appeal, or in any bankruptcy proceedings.
[Signatures appear on the following pages.]

Signed, sealed and delivered in the presence of:


Richard A. Barkosxid by Steve Ky wu Baikaskie as attaney in fact by Sharon Lynne Barkoskie as attorney in fact

Printed $\qquad$ Sharon L. Barkoskie

## STATE OF FLORIDA

## COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of presence or $\qquad$ online notarization, this $O 8$ day of July, 2020, by Sharon Lynn Barkoskie as attorney in fact for Richard A. Barkoskie and Sharon L. Barkoskie, individually, who is personally known to me or who has produced $\qquad$ Driver immense as identification.


IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this $\qquad$ day of $\qquad$ 2020.

Signed, sealed and delivered in the presence of:


STATE OF FLORIDA
COUNTY OF I leal
The foregoing instrument was acknowledged before me, by means of physical presence or $\qquad$ online notarization, this $\not \approx \mathcal{F}$ day of Sure, 2020, by David Clarence Hartley and Ellen Cameron Hartley who is/are personally known to me or who has produced Drivers License as identification.

$$
\begin{aligned}
& \text { LUANN BROWN } \\
& \text { Notary Public, State of Florida } \\
& \text { My Comm. Expires } 8 / 20 / 2020 \\
& \text { Commission }
\end{aligned}
$$



Signed, sealed and delivered in the presence of:


## STATE OF FLORIDA



The foregoing instrument was acknowledged before me, by means of physical presence or $\qquad$ online notarization, this $30^{\circ}$ day of Sun e, 2020, by Khalil H. Sakakini, who is/are personally known to me or who has produced Livers breanse as identification.

LUANN BROWN
tary Public, State of Florida
y Comm. Expires $8 / 20 / 2020$
Wu mic, State $8 / 2012020$
Notary Public Expires $8 / 21238$
Ny Commission No. FF 9318
Commits


Signed, sealed and delivered in the presence of:


Blerina Ndreka

STATE OF FLORIDA

## county of Duval

The foregoing instrument was acknowledged before me, by means of physical presence or $\qquad$ online notarization, this $\sim$ ? day of Sun \& , 2020, by Alti Ndreka and Blerina Ndreka, who, is/are personally known to me or who has produced Drivers License as identification.


Signed, sealed and delivered in the presence of:


Eduardes Ndreka
 Kristiana Vinjari Ndreka

STATE OF FLORIDA
COUNTY OF \& Duce
The foregoing instrument was acknowledged before me, by means of $\qquad$ physical presence or online notarization, this $\mathcal{Z 7}$ day of Sue, 2020, by Eduardo Ndreka and Kristiana Vinjari Ndreka, who is/are personally known to me or who has produced Drivers License as identification.

LUANN BROWN
Notary Public, State of Florida Why Comm en Expires 8/20/2020
Print Name: $\qquad$ My Commission Expires:

Signed, sealed and delivered
in the presence of:


STATE OF FLORIDA
COUNTY of \& level
The foregoing instrument was acknowledged before me, by means of $\square$ physical presence or $\qquad$ online notarization, this $27^{+}$ day of June, 2020, by Mark V. Johns, who is/are personally known to me or who has produced Drivers License as identification.

$$
\begin{aligned}
& \text { LUANN BRown } \\
& \text { Notary Public, State of Florida } \\
& \text { My Comm. Expires } 8 / 20 / 2020 \\
& \text { Commission No. FF } 19318
\end{aligned}
$$



# EXHIBIT "A" 

Hartley Property

A portion of Section 5 and Sucrion 8, Township 4 South Range 27 East, Duval County, Florida, being more partio cularly described as follows:

Comence at the Southeasterly corster of sadd Section 5 ; thence South $01^{\circ} 54^{\prime} 00^{\prime \prime}$ East, 253.00'feet; thence South $89^{\circ} 40^{\prime} 00^{\prime \prime}$ West, 1115.20 feet to the point of beginning; thence continue South $89^{\circ} 40^{\prime} 00^{1 \mathrm{~F}}$ Weat, 190.00 Eeet, to a point situate on the Easterly tight-of-way Ine of Pine Acres Road, ( 466 foot right-of-way, as now established); thence North $03^{\circ} 14^{\prime} 25^{\prime \prime}$ West: along said Easterly right-of-way line 202.64 feet; thance North $01^{\circ} 15^{\prime} 29^{\prime \prime}$ West, continuing along said Fasterly Eight-of-way line, 47.36 feot; thence North $89^{\circ} 35^{\prime} 26^{\prime \prime}$ Enat, departing from said Easterly right-of-way line, 201.04 feet; thence South $00^{\circ}$ $20^{\prime} 00^{\prime \prime}$ East, 250.00 fect to the point of beginning.

## EXHIBIT "B"

## Sakakini Properties

PARCEL I:
Start at the Southeast comer of Section 5. Township 4 South, Range 27 East. Thence North $1^{\circ} 544^{\prime \prime}$ West, 300.60 feet to the South right of way line of livingston Road: thence South $89^{\circ} 40^{\prime}$ West, 915.2 feet, thence South $2^{\circ} 30^{\circ}$ West. 202.30 feet to the Point of Beginning: thence North $86^{\circ} 20^{\prime}$ West 141.5 feet: thence South $1^{\circ} 27^{\prime}$ East, 107.52 feet; thence South $88^{\circ} 33^{\prime \prime}$ West, 28 feet: thence South $1^{\circ} 27^{\prime \prime}$ East, 240 feet: thence North $88^{\circ} 33^{\prime}$ East, 158.64 feet; thence North $00^{\circ} 18^{\prime} 30^{\prime \prime}$ East, 335.07 feet to the Point of Beginning. Further described as: Beginning at the Southeast comer of Section 5, Township 4 South, Range 27 East; thence North $1^{\circ} 54^{\circ}$ West, 300.60 feet thence South $89^{\circ} 40^{\circ}$ West, 915.2 feet: thence South $2^{\circ} 30^{\prime}$ West, 202.3 feet to the Point of Beginning; thence North $86^{\circ} 20^{\prime}$ West. 141.5 fect; thence South $1^{\circ} 27^{\prime}$ East. 107.52 feet; thence South $88^{\circ} 33^{\prime}$ West, 28 feet; thence South $1^{\circ} 27^{\prime}$ East, 240 feet; thence North $88^{\circ} 33^{\prime}$ East. 158.64 feer; thence North $00^{\circ} 18^{\prime} 30^{\prime \prime}$ East, 335.07 feet to the Point
of Beginning.
PARCEL 2:
A parcel of land in Sections 5 and 8. Township 4 South. Range 27 East. Duval County. Florida.
Said Parcel of land being more particularly described as foilows: For Point of reference commence at the Southeast comer of said Section 5 and run North $1^{〔} 26^{\prime \prime}$ West, along the East line of Section 5. a distance of 304.1 feet to a point of the Southerly right of way line of Livingston Road, having a 60 foot right of way; thence South $80^{\circ} 40^{\prime}$ West, along said Southerly right of way tine, 826.2 fect to an iron pie at the Northeast comer of lands described in Deed recorded in the Official Records of said County in Volume 2579, Page 14; thence South $0^{\circ} 11$ ' East along the East line of said lands, 209.1 feet to an iron pipe for the Point of Beginning.

From the Point of Beginning thus described continue South $0^{2} 11^{\prime}$ East, along the East line of said lands and along a fence, 340.90 feet to the Southeast comer of said lands: thence South $89^{\circ} 43^{\prime}$ West along the South line of said lands, 114.96 feet to the Southeast comer of lands described in Deed recorded in said Official Records in Volume 2632, Page 13; thence North $1^{\circ} 19^{\prime}$ East, 348.33 feet to the Northeast comer of last mentioned lands: thence South $86^{\circ} 20^{\prime}$ East. 106.07 feet to the Point of Beginning.

## EXHIBIT "C"

## A. Ndreka Property

A PORTION OF THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH 02037'07"EAST, ALONG THE EAST LINE OF SAID SECTION 8, 245.68 FEET; THENCE SOUTH $89^{\circ} 32^{\prime} 40^{\prime \prime}$ WEST, 1095.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $00^{\circ} 27^{\prime} 20^{\prime \prime} \mathrm{EAST}, 238.27 \mathrm{FEET}$; THENCE SOUTH $87^{\circ} 50^{\prime} 20^{\prime \prime}$ WEST, 200.81 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PINE ACRES ROAD (A 66.00 FOOT RIGHT OF WAY); THENCE NORTH 03005'29"WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINE ACRES ROAD 244.51 FEET; THENCE NORTH 89032'40"EAST, 211.97 FEET TO THE POINT OF BEGINNING.

## EXHIBIT "D"

## E. Ndreka Property

A PORTION OF THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH $02^{\circ} 37^{\prime} 07^{\prime \prime}$ EAST, ALONG THE EAST LINE OF SAID SECTION 8, 245.68 FEET; THENCE SOUTHI $89^{\circ} 32^{\prime} 40^{\prime \prime}$ WEST, 906.52 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUNIE 11865, PAGE 938, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $89^{\circ} 32^{\prime} 40^{\prime \prime}$ WEST, 188.61 FEET; THENCE SOUTH $00^{\circ} 27^{\prime} 20^{\prime \prime}$ EAST, 238.27 FEET; THENCE SOUTH $87^{\circ} 5^{\prime} 0^{\prime 2} 20^{\prime \prime}$ WEST, 200.81 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PINE ACRES ROAD (A 66.00 FOOT RIGHT OF WAY) THENCE SOUTH $03^{\circ} 05^{\prime} 29^{\prime \prime} E A S T$, ALONG SAID EASTERLY RIGHT OF WAY LINE, 10.00 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICLAL RECORDS VOLUME 3079, PAGE 1115, AS MONUMENTED; THENCE NORTH $87^{\circ} 50^{\prime 2} 20^{\prime \prime}$ EAST, ALONG THE NORTH LINE OF SAID OFFICLAL RECORDS VOLUME 3079, PAGE 1115, AS MONUMENTED 288.65 FEET; THENCE SOUTH 00 $22^{\prime} 27^{\prime \prime} E A S T, 9.60$ FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 16979, PAGE 770, AND THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 3079, PAGE 1115, OF THE CURRENT PUBLIC RECORDS OF SADD COUNTY AS MONUMENTED; THENCE NORTH $88^{\circ} 43^{\prime} 47^{\prime \prime} E A S T$, ALONG THE SOUTH LINE OF SAID OFFICLAL RECORDS VOLUME 16979, PAGE 770, 103.97 FEET TO ITS INTERSECTION WITH THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 11865, PAGE 938, OF THE CURRENT PUBLIC RECORDS OF SADD COUNTY; THENCE NORTH 01016'04"WEST, ALONG THE WEST LINE OF SAID OFFICIAL RECORDS VOLUME 11865, PAGE 938, 253.80 FEET TO THE POINT OF BEGINNING.

## EXHIBIT "E"

## Johns Property

That certah piece, parcel or tract of land, shuated, lying and being a part of the North $1 / 2$ ol Government Lot 1 , Section 8 , Townshlp 4 South, Range 27 East, Duval County, Florida, more partcularly deserbed as follows:
Commenchg at the Northeast comer of sald Section 8, thence South 01 dag 54 min 00 sec Easl, along the East line of said Section 8, a distance of 245.68 feet; thence North 89 deg 44 min 13 sec West, a distance of 669.73 feel for a point of beginning, sald point tying at the Northwest comer of those lands described in Officlal Records Volume 9394, Paga 626 of the current public records of said County; thence South 00 dog 30 min 00 sec West along the West line of sald lands, a distance of 212.75 leal; thence South 68 deg 11 min 06 sac Eest along the South fine of said lands and along the South linte of those lands described in Official Recerds Volume 8905, Page 218 to the Southeast comer thereof, a distance of 220.81 feet; thence North 86 deg 31 min 13 sec East, a dlstance of 44.64 leat; thencs South 00 deg 25 min 15 sec West, along the West lina of those lands described to Oticial Fecords Vohme 8213, Page 1951 of sald current public records, a distance of 216.63 feet; thence South 87 dag 33 min 37 sec Wast along the South line of sald North $1 / 2$ of Govarnment Lot 1 , a distance of 496.16 leat; thence North 00 deg 21 min $4558 c$ West, along the Easterly line of those certain lands deserfoed in Offlcial Records Volume 3079. Page 1115 and in Oflictal Fecords Vokume 81, Page 247 of satd currant pubilc records, a distance of 455.87 fest; thance South 89 deg 44 min 11 sec East, a distance of 236.79 feat to the polint of beginning. Containing 3.77 acres, more or less.

## EXHIBIT "F"

Barkoskie Property
THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF JACKSONVILLE, COUNTY OF DUVAL AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
START AT THE SOUTHEAST CORNER OF SECTION FIVE (5), TOWNSHIP FOUR (4), SOUTH RANGE TWENTY-SEVEN (27) EAST; THENCE NORTH 1 DEGREE, 54 MINUTES WEST 300.6 FEET TO A STAKE ON THE SOUTH BOUNDARY OF A ROAD 60 FEET WIDE; THENCE SOUTH 89 DEGREES, 40 MINUTES WEST ALONG THE SOUTH BOUNDARY OF THE SAID ROAD 567 FEET TO A POINT; THENCE IN A SOUTH 00 DEGREES, 20 MINUTES EAST, 227.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES, 20 MINUTES EAST, 322.52 FEET; THENCE SOUTH 89 DEGREES, 40 MINUTES WEST, 259.2 FEET; THENCE NORTH 00 DEGREES, 20 MINUTES EAST, 322.52 FEET; THENCE NORTH 89 DEGREES, 40 MINUTES EAST, 259.2 FEET TO THE POINT OF BEGINNING. AN EASEMENT OVER A STRIP OF LAND 10 FEET ALONG THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED LAND IS RESERVED FOR A ROAD.

## EXHIBIT "G"

## Easement Property

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[^0]:    20.00 FOOT EASEMENT FOR INGRESS, EGRESS AND UTLITIES A PORTION OF THE NORTHEAST CORNER OF SECTON B, TOWNSHIP 4 SOUTH. RANGE 27 EAST. DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

    COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH 02.37'O7"EAST, ALONG THE EAST LINE OF SAID SECTION 8, 255.69 FEET: THENCE SOUTH 89'32'40"WEST, 583.81 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 89.32'40"WE'ST, 723.21 FEET TO ITS INTERSECTION WIH THE EASIERLY RIGHT OF WAY LINE OF PINE ACRES ROAD (A 66.00 FOOT RIGHT OF WAY); THENCE NORTH O305'39"HEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINE ACRES ROAD 20.02 FEET: THENCE NORTH $89^{\circ} 32^{\circ} 40^{\circ} E A S T$. 724.17 FEET. THENCE SOUTH 00:27'20"EAST, 20.00 FEET TO THE POINT OF EEGINNING.

