

RESOLUTION NO. 2008- 61

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE TO USE / HOLD HARMLESS AGREEMENT BETWEEN ST. JOHNS COUNTY AND DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Durbin Crossing Community Development District ("District") has dedicated to St. Johns County ("County") a certain right-of-way as described on plat known as County Road 244 East; and

WHEREAS, in connection therewith, the District intends to install and maintain signs and related improvements which are to be located within said right-of-way; and

WHEREAS, the County has agreed to allow the District to install and maintain the improvements within the right-of-way and the District has executed a License to Use / Hold Harmless Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to indemnify and hold the County harmless from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the improvements.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows

Section 1. The above recitals are incorporated by reference into the body of this Resolution as findings of fact.

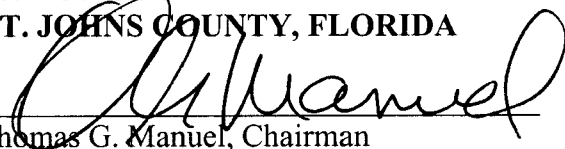
Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms of the License to Use / Hold Harmless Agreement and authorizes the County Administrator to execute said Agreement.

Section 3. The Clerk is instructed to record the original License to Use / Hold Harmless Agreement in the Official Records of St. Johns County, Florida.

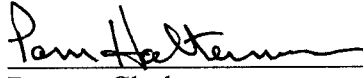
PASSED AND ADOPTED this 4th day of March, 2008.

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

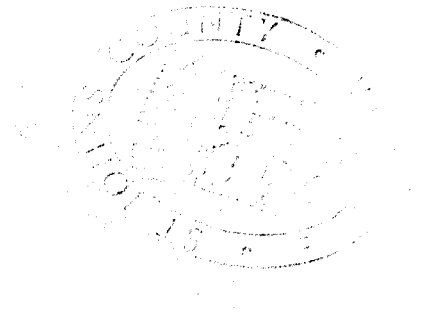
By:


Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

RENDITION DATE 3/7/08



LICENSE TO USE / HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this 18 day of February, 2008, by and between:

St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("County"); and

Durbin Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 14785-4 St. Augustine Road, Jacksonville, Florida 32258 ("District")

Recitals

WHEREAS, the District intends to install and maintain certain signs and related improvements which are located within a portion of lands which have been dedicated to the County as right-of-way within the plat of County Road 244 East as recorded in Map Book 59, pages 13 through 21, of the public records of St. Johns County, Florida, being more particularly described on Exhibit "A", attached hereto incorporated by reference and made a part hereof, ("County's Right-of-Way"); and

WHEREAS, the improvements which are and may be installed within the County's Right-of-Way include signs and other related improvements (collectively the "Right-of-Way Improvements"); and

WHEREAS, the location and design plans for all Right-of-Way Improvements shall be reviewed and approved by the County in advance of construction; and

WHEREAS, all construction of Right-of-Way Improvements shall be by and at the expense of the District; and

WHEREAS, upon completion of the construction of the Right-of-Way Improvements, the District shall have the responsibility for their maintenance, repair and replacement; and

WHEREAS, the County has agreed to allow the Right-of-Way Improvements to be installed, constructed or maintained within the County's Right-of-Way only if the District agrees to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the Right-of-Way Improvements and certain other conditions.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the County agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. The District may place, construct and/or maintain or cause to be placed, constructed and/or maintained the Right-of-Way Improvements in the Right-of-Way under the terms and conditions contained herein. The cost of construction, maintenance, repair or replacement of any Right-of-Way Improvements shall be paid by the District. It is expressly stipulated that this permission is to be considered a license for permissive use only and that the placing of these signs and other related improvements upon public property pursuant to this permit shall not operate to create or vest any property rights to said licensee. Moreover, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, the alteration or relocation of all, or any portion of said County owned right-of-way, road or highway, as solely determined by St. Johns County, any or all of said signs and other related improvements and appurtenances authorized herein under shall be immediately removed from said road, highway and rights-of-ways for reset or relocation thereon as required by St. Johns County, and at the expense of the licensee.

Section 3. Indemnification. To the extent permitted by Florida law, the District agrees to protect, defend, indemnify and hold the County, its tenants, officials, officers, employees and agents, free and unharmed from and against any, and all, third party (including employees of the District and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of the District's staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with the use of the County's right-of-way by the District, and its contractors, including ingress and egress thereto.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the County's Right-of-Way, whether in existence on the date hereto or constructed in the future.

Section 5. Sovereign Immunity. The County agrees that nothing in this Agreement shall constitute or be considered as a waiver of the District's limitation or liability contained in Section 768.28 Florida Statutes, or obligate the District to hold the County harmless in excess of that permitted by Florida law.

Section 6. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 7. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 8. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor the District may assign, transfer and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either County or the District, assign, transfer or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the part of either the County or the District, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 9. Amendments to Agreement. Both the County and the District acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and the District acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the District.

Section 10. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

IN WITNESS WHEREOF, the County and the District have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as Witnesses:

(sign) _____
(print) _____

(sign) _____
(print) _____

ST. JOHNS COUNTY, a political
subdivision of the State Florida

By: _____
Its _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____ as _____ of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

(sign) [Signature]
(print) Scott A. Wind

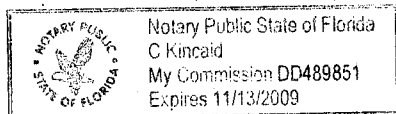
(sign) [Signature]
(print) Nancy J. Lawton

DURBIN CROSSING
COMMUNITY DEVELOPMENT
DISTRICT

By: [Signature]
Its Vice Chairman

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 18th day of February, 2008, by Jason Sessions as Vice Chairman of Durbin Crossing Community Development District, on behalf of the District. Who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: 11/13/09

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Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 Old St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

June 21, 2007

Work Order Number 03-093.02

County Road 244 East Sign Parcel A

A portion of Section 7, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

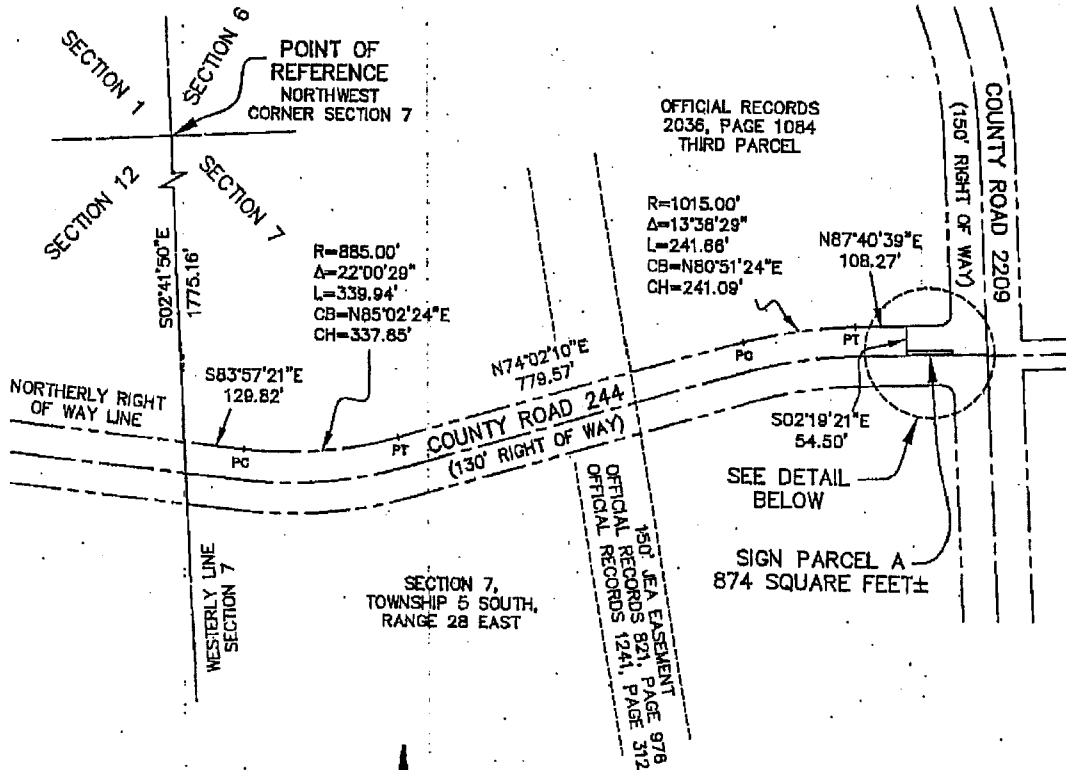
For a Point of Reference, commence at the Northwest corner of said Section 7; thence South $02^{\circ}41'50''$ East, along the Westerly line of said Section 7, a distance of 1775.16 feet to the Northerly right of way line of County Road 244, a 130 foot right of way as presently established; thence Easterly, along said right of way line, the following 5 courses; course 1, South $83^{\circ}57'21''$ East, departing said Westerly line, 129.82 feet to the point of curvature of a curve concave Northerly, having a radius of 885.00 feet; course 2, Easterly, along the arc of a curve, through a central angle of $22^{\circ}00'29''$, an arc length of 339.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $85^{\circ}02'24''$ East, 337.85 feet; course 3, North $74^{\circ}02'10''$ East, 779.57 feet to the point of curvature of a curve concave Southerly, having a radius of 1015.00 feet; course 4, Easterly, along the arc of said curve, through a central angle of $13^{\circ}38'29''$, an arc length of 241.66 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $80^{\circ}51'24''$ East, 241.09 feet; course 5, North $87^{\circ}40'39''$ East, 108.27 feet; thence South $02^{\circ}19'21''$ East, departing said right of way line, 54.50 feet to the Point of Beginning.

From said Point of Beginning, thence North $87^{\circ}40'39''$ East, 97.13 feet; thence South $02^{\circ}19'39''$ East, 9.00 feet; thence South $87^{\circ}40'39''$ West, 97.14 feet; thence North $02^{\circ}19'21''$ West, 9.00 feet to the Point of Beginning.

Containing 874 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

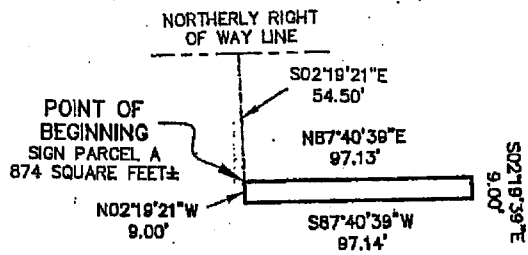
A PORTION OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



GRAPHIC SCALE



(IN FEET)
1" = 300'



DETAIL
NOT TO SCALE

LEGEND

- Δ CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD DISTANCE
- L ARCH LENGTH
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- R RADIUS

NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE WESTERLY LINE OF SECTION 7 AS BEING SOUTH 02°41'50" EAST.
- 3) SECTION LINES DEPICTED HEREON ARE GRAPHIC REPRESENTATIONS ONLY AND DO NOT REPRESENT FIELD MEASURE, UNLESS OTHERWISE NOTED.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



Robert M. Angas Associates, inc.

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL 32258 Tel: (804) 642-8550
Certificate of Authorization No.: LB 3824

SCALE: 1" = 300' DATE: JUNE 21, 2007

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5517



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 Old St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

June 21, 2007

Work Order Number 03-093.02

County Road 244 East Sign Parcel B

A portion of Section 11, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 7, Township 5 South, Range 28 East, St. Johns County, Florida; thence South $02^{\circ}41'50''$ East, along the Westerly line of said Section 7, a distance of 1775.16 feet to the Northerly right of way line of County Road 244, a 130 foot right of way as presently established; thence Westerly, along said right of way line, the following 11 courses; course 1, North $83^{\circ}57'21''$ West, departing said Westerly line, 653.81 feet to the point of curvature of a curve concave Southeasterly, having a radius of 1440.00 feet; course 2, Southwesterly, along the arc of said curve, through a central angle of $39^{\circ}43'10''$, an arc length of 998.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $76^{\circ}11'04''$ West, 978.39 feet; course 3, South $56^{\circ}19'29''$ West, 609.93 feet to the point of curvature of a curve concave Northwesterly, having a radius of 935.00 feet; course 4, Southwesterly, along the arc of said curve, through a central angle of $29^{\circ}53'25''$, an arc length of 487.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ}16'11''$ West, 482.26 feet; course 5, South $86^{\circ}12'54''$ West, 606.63 feet to the point of curvature of a curve concave Southeasterly, having a radius of 1015.00 feet; course 6, Southwesterly, along the arc of said curve, through a central angle of $27^{\circ}04'51''$, an arc length of 479.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $72^{\circ}40'28''$ West, 475.29 feet; course 7, South $59^{\circ}08'03''$ West, 651.22 feet to the point of curvature of a curve concave Northerly, having a radius of 950.00 feet; course 8, Westerly, along the arc of said curve, through a central angle of $49^{\circ}24'37''$, an arc length of 819.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $83^{\circ}50'21''$ West, 794.10 feet; course 9, North $71^{\circ}27'20''$ West, 1165.83 feet to the point of curvature of a curve concave Southwesterly, having a radius of 2090.00 feet; course 10, Northwesterly, along the arc of said curve, through a central angle of $17^{\circ}39'04''$, an arc length of 643.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $80^{\circ}16'52''$ West, 641.33 feet; course 11, North $89^{\circ}06'24''$ West, 59.35 feet; thence South $00^{\circ}53'36''$ West, departing said Northerly right of way line, 54.50 feet to the Point of Beginning.

From said Point of Beginning, thence continue South $00^{\circ}53'36''$ West, 21.00 feet; thence North $89^{\circ}06'24''$ West, 141.42 feet; thence North $00^{\circ}53'36''$ East, 21.00 feet; thence South $89^{\circ}06'24''$ East, 141.42 feet to the Point of Beginning.

Containing 2970 square feet, more or less.

