

RESOLUTION NO. 2013- 109

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A DONATION OF PROPERTY FROM ELKTON GREEN, INC. FOR THE FUTURE EXTENSION OF COUNTY ROAD 305 AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A DONATION AGREEMENT AND ACCEPTING THE QUIT CLAIM DEED OF RIGHT OF WAY FOR THE NEEDED PROPERTY.

RECITALS

WHEREAS, Elkton Green, Inc. has offered to donate approximately 71.78 acres of property to St. Johns County for the extension of County Road 305. The Donation Agreement is attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the Quit Claim Deed of Dedication of Right of Way is attached hereto as Exhibit "B", incorporated by reference and made a part hereof, conveying the property free and clear of any encumbrances; and

WHEREAS, the Quit Claim Deed of Dedication of Right of Way holds deed restrictions for Public Road Right of Way and a pond site and limited to these uses only; and

WHEREAS, acceptance of this donation of land would be a public benefit to St. Johns County.

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

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

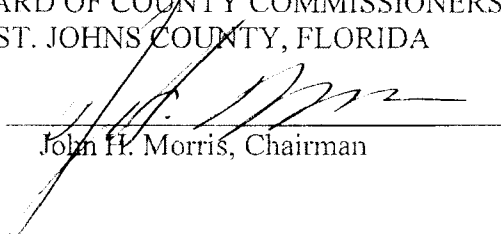
Section 2. The donation of property as described in the Donation Agreement is hereby accepted and the County Administrator is authorized to execute two original agreements and accept the Quit Claim Deed of Dedication of Right of Way conveying the property free and clear of any encumbrances. Take all steps necessary to move forward to close this transaction.

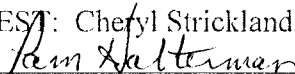
Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to record the Quit Claim Deed of Dedication of Right of Way in the Public Records of St. Johns County, Florida and file the Donation Agreement in the Clerks Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of May, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
John H. Morris, Chairman

ATTEST: Cheryl Strickland, Clerk
By: 
Deputy Clerk

RENDITION DATE 5/23/13



EXHIBIT "A" TO RESOLUTION

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is made and effective as of _____, 2013, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("County") and **ELKTON GREEN, INC.** whose address is 3030 Hartley Road Suite 300, Jacksonville, Florida 32257 ("Elkton Green").

WITNESSETH:

WHEREAS, in the future the County will need property for CR305 and the owner, Elkton Green, is willing to donate a portion of the property required for future CR305 upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the County to acquire fee simple ownership of approximately 71.78 acres located in St. Johns County owned by Elton Green. The property is described in Exhibit "A" and Exhibit "B," attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. Title Evidence.

(a) County agrees, at its sole option and expense, to take all reasonable action to obtain within 45 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to County, upon recording the Deed an owner's policy of title insurance in the amount of the Appraised value, insuring County's title to the property subject only to the following (the "Permitted Encumbrances"):

- (i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;
- (ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;
- (iii) restrictions and matters appearing on the plat of the Property;
- (iv) any other matters disclosed in the Commitment; and
- (v) any matters shown on the Survey.

(b) County shall have the right to terminate this Agreement if the Commitment or Survey discloses any matters of record that are not acceptable to County in its sole discretion. Elkton Green shall have no obligation to cure or attempt to cure any

title defects except any such defects created by Elkton Green after the effective date of this Agreement.

(c) At closing, Elkton Green shall convey fee simple title to the Property to the County by Quit Claim Deed of Dedication (“Deed”). The form of the Quit Claim Deed to be executed by Elkton Green at Closing is attached as Exhibit “C.”

2. Closing. Subject to the terms and conditions in this Agreement, Elkton Green shall execute and deliver the Quit Claim Deed and the County shall accept the Quit Claim Deed on or before 120 days from the date of this Agreement.

3. Prorations. Any real property taxes shall be prorated on the basis of the 2013 taxes at the highest allowable discount.

4. Elkton Green’s Representations. Elkton Green represents to the County that it owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

5. Closing Procedure and Documents. At the Closing, Elkton Green shall deliver or cause to be delivered to County the following:

- (i) the Quit Claim Deed conveying the fee simple title to the Property, subject only to the Permitted Encumbrances;
- (ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number “FIRTA” affidavit to be signed by Elkton Green and
- (iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the “gap” and to remove the standard printed exceptions for mechanics’ lien and parties in possessions (except to the extent the same constitute Permitted Encumbrances).

6. Closing Expenses. County shall pay the cost of a survey, real estate appraisal, phase one environmental report, owner’s title policy issued pursuant to the Commitment, the cost of recording the Deed, documentary stamp taxes and all of the expenses in connection with recording fees. Each party shall bear the expenses of its own legal counsel.

7. Survey. The County will have the Property surveyed prior to closing. Any matters disclosed on the survey (“Survey”) shall be Permitted Encumbrances but if any such matters are not acceptable to County, the County may terminate this Agreement. The County will have the westerly boundary of the Property staked.

8. Appraised Value of Site. It is hereby acknowledged by both the County and Elkton Green that the County will have the subject property appraised and will provide the appraisal report to Elkton Green prior to closing. It is acknowledged by the County that Elkton Green may seek a Tax Deduction, although the County will not participate in the process of Elkton Green obtaining the Tax Deduction.

9. Median Cut. St. Johns County does hereby agree to incorporate into the CR305 right of way plans four (4) full median cuts allowing both North and South bound access for ingress and egress into the adjacent land owned by Elkton Green at no cost to Elkton Green. The location of the median cut shall be as depicted on the attached Exhibit "D." This provision shall survive closing.

10. Timber Rights. Elkton Green will retain the timber rights on the Property for a period not to exceed six (6) months following written notice by the County that all requisite permits for the project have been secured by the County. Elkton Green agrees that CR305 tree removal will not commence until the County receives all permits required for the project. The County will contact Elkton Green in writing when all the permits are received so that Elkton Green may harvest the timber within 6 months after being notified that permits are received. This provision shall survive closing.

11. Fencing. The County agrees to pay to Elkton Green \$58,891.84 in accordance with the estimate provided in Exhibit "E", attached hereto and incorporated herein, to fence the westerly right of way line in order to prevent encroachments onto Elkton Green property.

12. Condition of Property and County's Right of Inspection. County shall have the right for ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property, but is required to contact James E. Davidson, Jr. ("Davidson") for access through the gate for the purpose of physically inspecting the property and conducting surveys, studies and test or assessments including but not limited to phase one environmental study, real estate appraisal, and engineering analysis to determine the Property's suitability for County's intended purpose. Elkton Green hereby gives the County the right to enter upon, test and inspect the Property at County's sole cost and risk and with the permission from Davidson. County agrees to provide Elkton Green with copies of all reports conducted on the Property. If County determines that the Property is unsuitable for any reason, County shall give written notice to Elkton Green advising of such unsuitability and electing to terminate this Agreement. County hereby indemnifies Elkton Green from and against any and all claims for personal injury or property damages arising as a result of its inspection, to the extent allowed by Florida law.

13. Default. If Elkton Green and/or County defaults in the performance of its obligations to close in this Agreement or breaches any warranty or representation, Elkton Green, and/or the County, as its sole remedy, may terminate this Agreement. The parties shall have all remedies at law or in equity to enforce post closing obligations.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall at the Closing be merged into the Quit Claim Deed except for the provisions which expressly survive closing.

15. Modification Must be in Writing. No modification of the Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Elkton Green and County.

16. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing for future waiver.

17. Assignability. This Agreement may not be assigned by Elkton Green or the County without the written consent of all parties.

18. Time. Time is of the essence of all provisions of this Agreement.

19. Governing Law and Venue. This Agreement shall be constructed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of the Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

20. Notice. Any notice hereunder must be in writing and delivered personally or United States Mail, Registered or Certified, Return Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of Notice, the address of the parties shall be set forth below or as may be designed by notice to the other from time to time.

Seller: Elkton Green, Inc.
3030 Hartley Road, Suite 300
Jacksonville, Florida 32257

Copies to: Davidson Development, Inc.
James E. Davidson, Jr.
100 East Town Place, Ste. 200
St. Augustine, FL 32092

Buyer: St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

21. Deed Restrictions. This parcel is being restricted for Public Road Right of Way use and limited to this use only. Elkton Green shall also reserve an easement for ingress and egress over the parcel, which shall extinguish upon completion of construction and opening of the extension of CR 305.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.


23. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

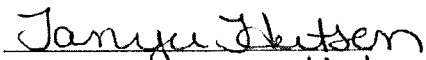
24. Commissions Dues. County and Elkton Green agree that there are no real estate commissions that may be owed as a result of this transaction.

25. Board of County Commissioner Approval. This Agreement is subject to the Adoption of a Resolution by the Board of County Commissioners, of St. Johns County authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by County.

26. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparts are properly executed by all named parties. **IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement or its counterparts.

Witnesses:

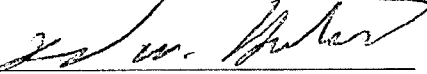

Print Name: Kim Galen


Print Name: Tanya Hutson

Print Name: _____

Print Name: _____

ELKTON GREEN, INC.

By 
David W. Hutson, President

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

By _____
Michael Wanchick
County Administrator

EXHIBIT "A"
RIGHT OF WAY

THE EAST 200 FEET OF SECTIONS 13 AND 24 AND THE EAST 200 FEET OF THE NORTHERLY 3961.53 FEET OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

LESS THAT PORTION OF SAID SECTION 13 LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 206.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 36 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 56.10 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 36 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 5222.16 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 53 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 5320.93 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 3961.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHERLY 3961.53 FEET OF SAID SECTION 25 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2365, PAGE 1811 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88 DEGREES 43 MINUTES 56 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 200.01 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 23 SECONDS WEST, A DISTANCE OF 3961.72 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS WEST, A DISTANCE OF 5321.60 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 5223.27 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206 (THE LAST THREE COURSES AND DISTANCES BEING 200 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTIONS 25, 24 AND 13); THENCE NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" CONTINUED
RIGHT OF WAY

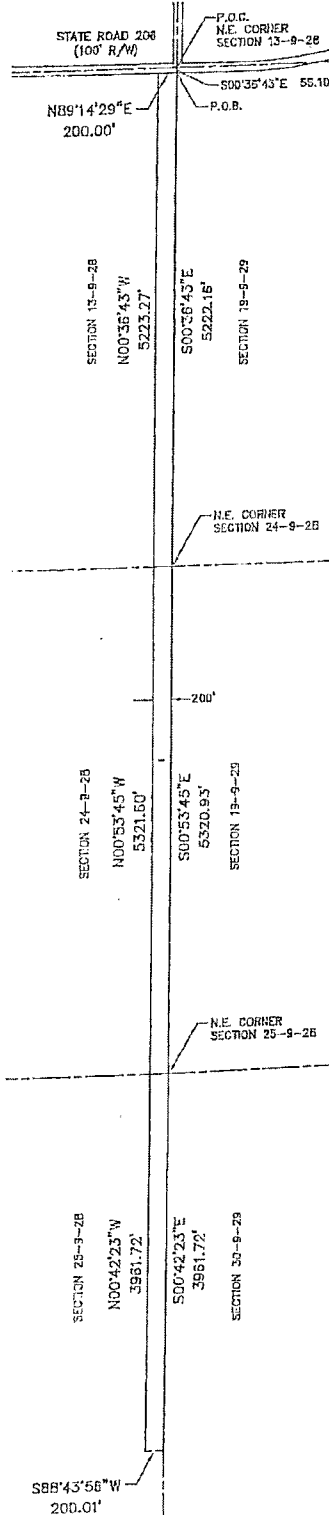
LEGAL DESCRIPTION

THE EAST 200 FEET OF SECTIONS 13 AND 24 AND THE EAST 200 FEET OF THE NORTHERLY 3961.53 FEET OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

LESS THAT PORTION OF SAID SECTION 13 LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 206.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00°36'43" EAST ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 56.10 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE FOR STATE ROAD 206 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°36'43" EAST ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 5222.16 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 00°53'45" EAST ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 5320.93 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00°42'23" EAST ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 3961.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHERLY 3961.53 FEET OF SAID SECTION 25 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2365, PAGE 1811 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°43'56" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 200.01 FEET; THENCE NORTH 00°42'23" WEST, A DISTANCE OF 3961.72 FEET; THENCE NORTH 00°53'45" WEST, A DISTANCE OF 5321.60 FEET; THENCE NORTH 00°36'43" WEST, A DISTANCE OF 5223.27 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE FOR STATE ROAD 206 (THE LAST THREE COURSES AND DISTANCES BEING 200 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTIONS 25, 24 AND 13); THENCE NORTH 89°14'29" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.



GENERAL NOTES

- 1) NO TITLE SEARCH OR ABSTRACT HAS BEEN FURNISHED TO THE UNDERSIGNED. DEEDS, EASEMENTS, DESCRIPTIONS, OR OTHER INSTRUMENTS MAY EXIST THAT AFFECT THE SUBJECT PROPERTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED.
- 2) BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NAD 83/90 WITH THE EAST LINE OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 28 EAST HAVING A BEARING OF SOUTH 00°36'43" EAST. DISTANCES SHOWN ARE GRID DISTANCES.
- 3) THIS IS NOT A BOUNDARY SURVEY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

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

WILLIAM J. NEUROSE IV, PSH
FLORIDA REGISTRATION No. 5943

ABBREVIATIONS

- S.J.C.R. = ST. JOHNS COUNTY RECORDS
- O.R.B. = OFFICIAL RECORDS BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- R/W = RIGHT-OF-WAY

	SEC. 13-9-28 TYP. 13-9-28 REG. 13-9-28	TYPE OF SURVEY: LEGAL DESCRIPTION	RECORDED: 07-0010.000
	DATE: 07/07 DRAWN BY: WJM	PROJECT NO. 07-0010.000 DATE: 07/07 SCALE: 1" = 1500'	SKETCH OF LEGAL DESCRIPTION (NOT A SURVEY)

EXHIBIT "B"
POND SITE PARCEL

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A NAIL AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 28 EAST; THENCE SOUTH 0 DEGREES 45 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13, A DISTANCE OF 56.07 FEET TO A POINT ON THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 206, (A 100 FOOT RIGHT OF WAY PER THE FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 7809-201); THENCE SOUTH 89 DEGREES 14 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 16 SECONDS EAST, DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE, ALONG A LINE BEING 200 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 13 WHEN MEASURED PERPENDICULARLY, A DISTANCE OF 4078.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 45 MINUTES 16 SECONDS EAST, A DISTANCE OF 559.00 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 52 SECONDS WEST, A DISTANCE OF 403.60 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 16 SECONDS WEST, A DISTANCE OF 559.00 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 403.60 FEET TO THE POINT OF BEGINNING.

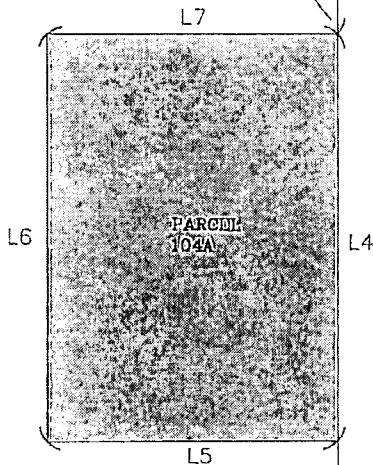
SKETCH OF DESCRIPTION
SECTION 13, TOWNSHIP 9 SOUTH,
RANGE 28 EAST
ST. JOHNS COUNTY, FLORIDA

LINE	LENGTH	BEARING
L1	56.07'	S0°45'16"E
L2	200.00'	S89°14'28"W
L3	4078.53'	S0°45'16"E
L4	559.00'	S0°45'16"E
L5	403.60'	S89°13'52"W
L6	559.00'	N0°45'16"W
L7	403.60'	N89°13'52"E

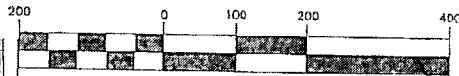
BASELINE CONSTRUCTION
C.R. NO. 305
PER DESIGN PLANS

ELKTON GREEN, INC
O.R. 309 PG. 1674

POB
 □ SURVEY C.R. No. 305
 STA. 304+91.16; 176.04 LT.
 □ CONST. C.R. No. 305
 STA. 188+89.37; 115.00' LT.



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

315+00

310+00

305+00

300+00

195+00

190+00

185+00

N 00°50'52" W



BASELINE SURVEY C.R. No. 305
PER RIGHT OF WAY MAP
PREPARED BY DRMP, INC. UNDER
PROJECT NUMBER 07-0010.004
DATED JANUARY 2008
(VARIABLE WIDTH R/W)

FREDERICK G. CRACK
O.R. 2663 PG. 1643

SURVEYOR'S NOTES, LEGEND, AND
VICINITY MAP ON SHEET 3 OF 4

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

PARCEL 104A

DESCRIPTION ON SHEET 4 OF 4

SHEET 2 OF 4

PREPARED FOR:
ST. JOHNS COUNTY, FLORIDA
DATE: OCTOBER 1, 2009 SCALE: 1"=200'
PROJECT #: 07-0010.004
DESIGN: WJM CHECKED: JAA

ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Phone: (904) 641-0123
L.D. #2648

PREPARED BY: EXHIBIT "C" TO DONATION AGREEMENT
St. Johns County
Debbie Taylor
500 San Sebastian View
St. Augustine, Florida 32084

**QUIT CLAIM DEED
DEDICATION OF RIGHT OF WAY**

Made this _____ day of _____, 2013 by **ELKTON GREEN, INC.**, hereinafter called the grantor, whose mailing address is 3030 Hartley Road, Suite 300, Jacksonville, Florida 33257 to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the grantee:

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in St. Johns County, Florida, viz:

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO

DEED RESTRICTIONS

The property is restricted for Public Road Right of Way and a pond site and limited to this use only. Elkton Green, Inc. shall reserve an easement for ingress and egress over the parcel, which shall extinguish upon completion and opening of the extension of CR305. Grantor reserves the timber and the right to harvest trees after the CR305 extension is permitted and prior to construction of the CR305 extension.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

GRANTOR:
Elkton Green, Inc.

By: _____
David W. Hutson, President

Print Name _____

Print Name _____

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this ____ day of _____ 2013,
by **David W. Hutson** who is the President **of Elkton Green, Inc.**, who is personally
known to me.

Notary Public

EXHIBIT "A"
RIGHT OF WAY

THE EAST 200 FEET OF SECTIONS 13 AND 24 AND THE EAST 200 FEET OF THE NORTHERLY 3961.53 FEET OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

LESS THAT PORTION OF SAID SECTION 13 LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 206.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 36 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 56.10 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 36 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 5222.16 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 53 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 5320.93 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 3961.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHERLY 3961.53 FEET OF SAID SECTION 25 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2365, PAGE 1811 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88 DEGREES 43 MINUTES 56 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 200.01 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 23 SECONDS WEST, A DISTANCE OF 3961.72 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS WEST, A DISTANCE OF 5321.60 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 5223.27 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206 (THE LAST THREE COURSES AND DISTANCES BEING 200 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTIONS 25, 24 AND 13); THENCE NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
Pond Site Parcel

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A NAIL AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 28 EAST; THENCE SOUTH 0 DEGREES 45 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13, A DISTANCE OF 56.07 FEET TO A POINT ON THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 206, (A 100 FOOT RIGHT OF WAY PER THE FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 7809-201); THENCE SOUTH 89 DEGREES 14 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 16 SECONDS EAST, DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE, ALONG A LINE BEING 200 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 13 WHEN MEASURED PERPENDICULARLY, A DISTANCE OF 4078.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 45 MINUTES 16 SECONDS EAST, A DISTANCE OF 559.00 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 52 SECONDS WEST, A DISTANCE OF 403.60 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 16 SECONDS WEST, A DISTANCE OF 559.00 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 403.60 FEET TO THE POINT OF BEGINNING.

PREPARED BY: EXHIBIT "B" TO RESOLUTION
St. Johns County
Debbie Taylor
500 San Sebastian View
St. Augustine, Florida 32084

QUIT CLAIM DEED
DEDICATION OF RIGHT OF WAY

Made this _____ day of _____, 2013 by **ELKTON GREEN, INC.**, hereinafter called the grantor, whose mailing address is 3030 Hartley Road, Suite 300, Jacksonville, Florida 33257 to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the grantee:

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in St. Johns County, Florida, viz:

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO

DEED RESTRICTIONS

The property is restricted for Public Road Right of Way and a pond site and limited to this use only. Elkton Green, Inc. shall reserve an easement for ingress and egress over the parcel, which shall extinguish upon completion and opening of the extension of CR305. Grantor reserves the timber and the right to harvest trees after the CR305 extension is permitted and prior to construction of the CR305 extension.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

GRANTOR:
Elkton Green, Inc.

By: _____
David W. Hutson, President

Print Name _____

Print Name _____

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this ____ day of _____ 2013,
by **David W. Hutson** who is the President of **Elkton Green, Inc.**, who is personally
known to me.

Notary Public

EXHIBIT "A"
RIGHT OF WAY

THE EAST 200 FEET OF SECTIONS 13 AND 24 AND THE EAST 200 FEET OF THE NORTHERLY 3961.53 FEET OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

LESS THAT PORTION OF SAID SECTION 13 LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 206.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

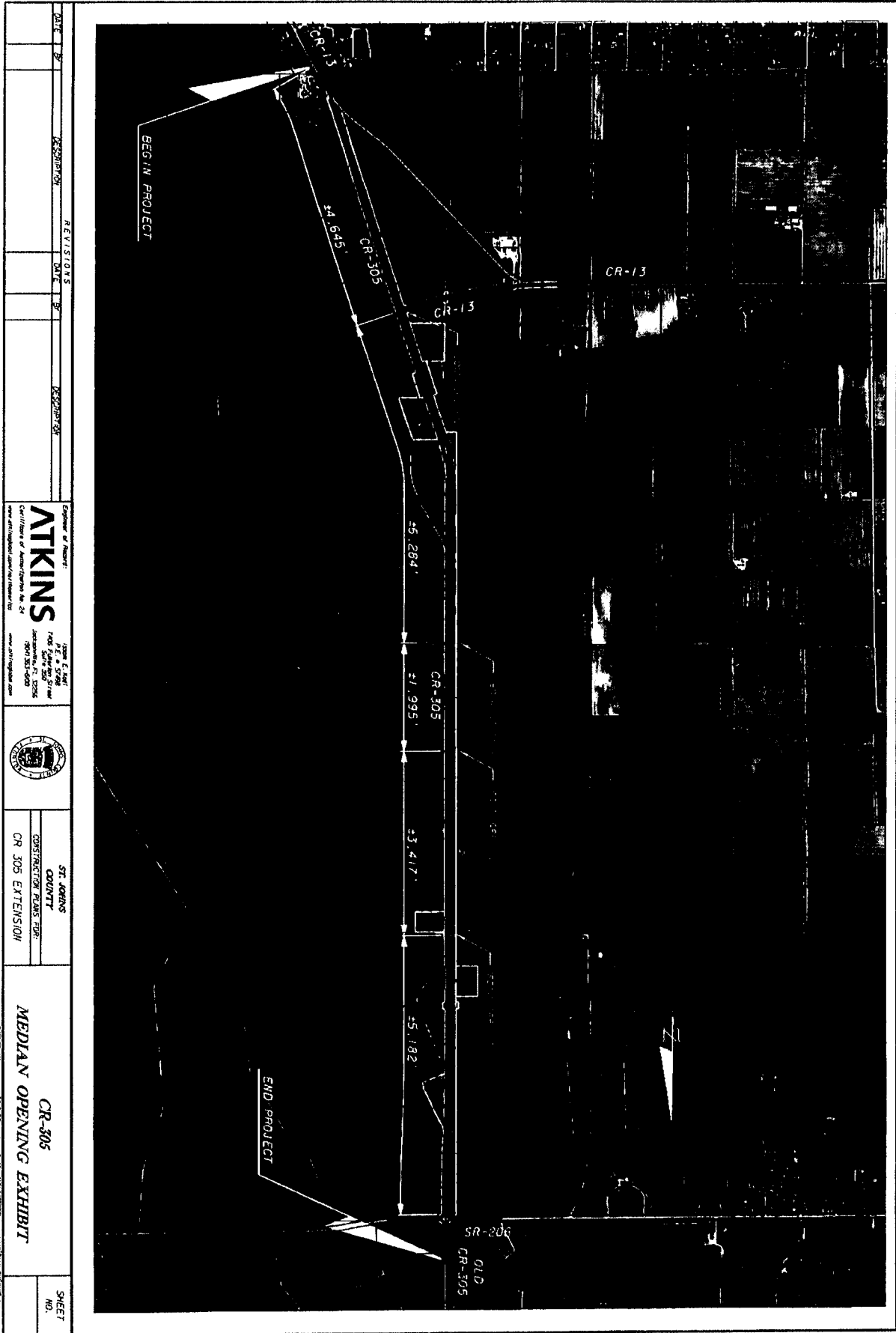
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 36 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 56.10 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 36 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 5222.16 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 53 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 5320.93 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 3961.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHERLY 3961.53 FEET OF SAID SECTION 25 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2365, PAGE 1811 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88 DEGREES 43 MINUTES 56 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 200.01 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 23 SECONDS WEST, A DISTANCE OF 3961.72 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS WEST, A DISTANCE OF 5321.60 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 5223.27 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206 (THE LAST THREE COURSES AND DISTANCES BEING 200 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTIONS 25, 24 AND 13); THENCE NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
Pond Site Parcel

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

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EXHIBIT "D" TO DONATION AGREEMENT



DATE	BY	REVISIONS	DATE	BY
ENGINEER OF RECORD: ATKINS 1500 E. 57th Ave Suite 300 Jacksonville, FL 32216 904.386.9200 www.atkinsgroup.com				
ST. JOHNS COUNTY CONSTRUCTION POINTS FOR CR 305 EXTENSION		CR-305 MEDIAN OPENING EXHIBIT		
				SHEET NO.

DATE PLOTTED: 11/17/2009 11:48:03 AM

EXHIBIT "E" TO DONATION AGREEMENT

MOTES HAY AND LAWN SERVICE,

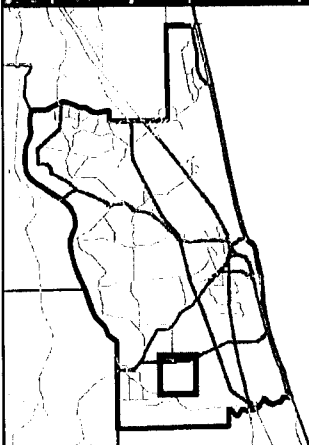
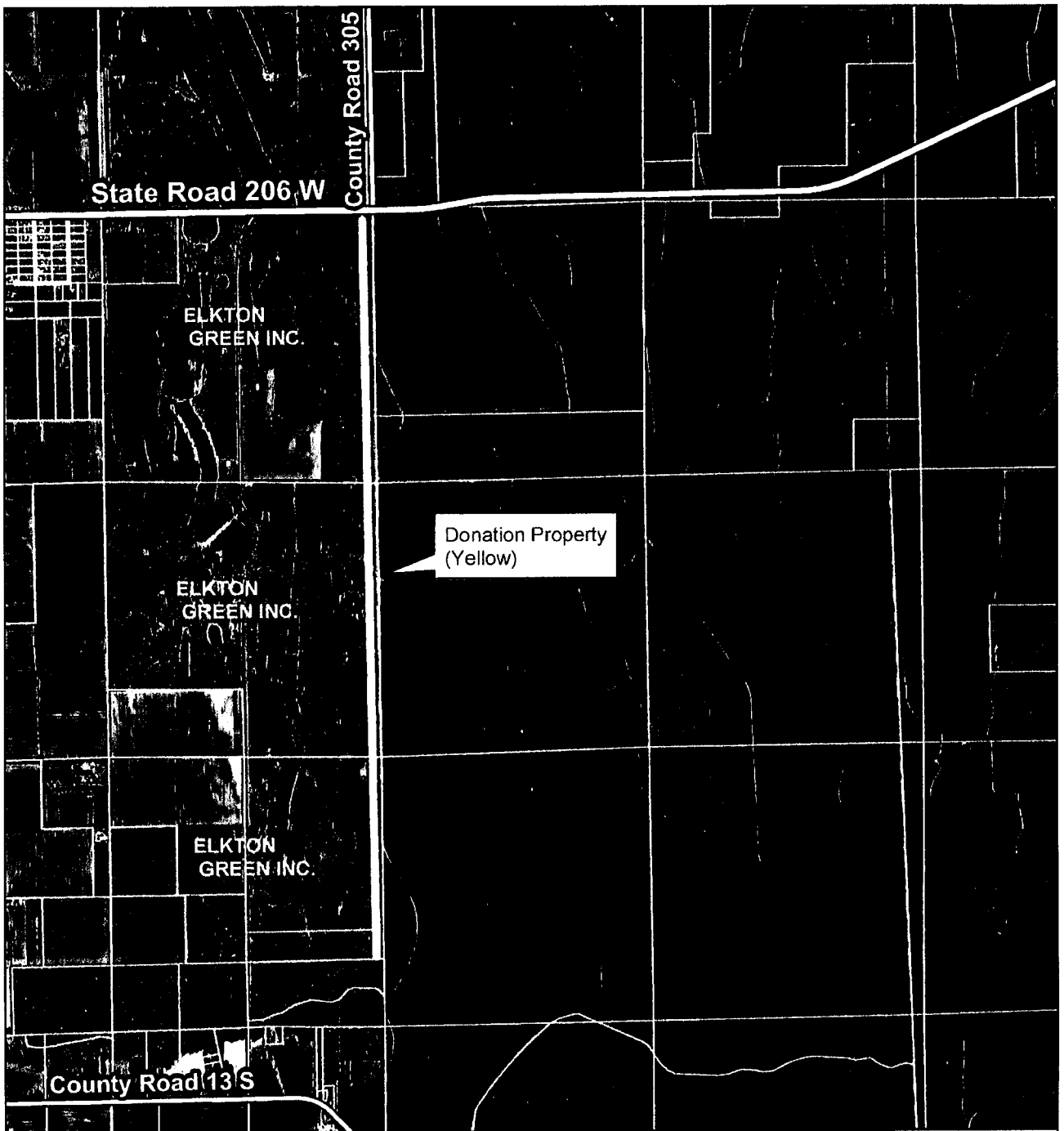
125 LIVE OAK ~~LINE~~
 PALATKA, FL 32177

Estimate

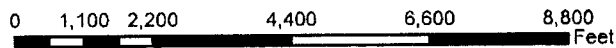
Date	Invoice #
4/17/2013	309

Prepared For:
ELKTON GREEN

Description	Qty	Rate	Total
TO INSTALL 16751 ' OF 72" HI TEN FIELD FENCE WITH 10' GREEN T POST AND BRACE EVERY 660 ' .BRACE WILL BE THREE POST BRACE USING 6-7" BY 10' POST AND HORIZONTAL POST IS 3-4 BY 8 CORNER WILL BE ALSO THREE BRACE CORNER WITH STRAND OF BARBER WIRE TOP AND BOTTOM .TO HAND TRIMM THROUGH PONDS .	3.17	12,818.06	40,633.25
LABOR TO INSTALL FENCE AND DO ANY TRIMMING PER MILE IS \$ 5755.20	16,751	1.09	18,258.59
Thank you for your business and support.		Total	\$58,891.84



**CR 305 EXTENSION
DONATION PROPERTY**



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 5/6/2013
(904) 209-0796



2008 Aerial Imagery

DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.