

RESOLUTION NO. 2013- 189

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FOR CONVEYANCE OF A SHERIFF/FIRE STATION SITE LOCATED WITHIN NOCATEE DRI PURSUANT TO THE TERMS OF THE DEVELOPMENT ORDER AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE SPECIAL WARRANTY DEED.**

**WHEREAS**, Sonoc Company, LLC, a Delaware limited liability company, has executed and presented a Special Warranty Deed for a three acre sheriff/fire station site located within Nocatee DRI and more particularly described in Exhibit "A," attached hereto, incorporated by reference and made a part hereof; and

**WHEREAS**, the donation of the property for the sheriff/fire station site is required by the Development Order of the Nocatee DRI/DO; and

**WHEREAS**, it is in the best interest of the County to accept this Special Warranty Deed for the health, safety and welfare for the citizens in the area.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissions 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. Upon acceptance of this Resolution by the Board of County Commissioners, the Special Warranty Deed is hereby accepted and the County Administrator, or designee, is authorized to execute the Special Warranty Deed.

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

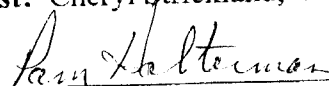
Section 4. The Clerk of Circuit Court is instructed to record the original Special Warranty Deed in the Public Records of St. Johns County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, this 3rd day of September, 2013.

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

By:   
**John H. Morris, Chair**

Attest: Cheryl Strickland, Clerk of Court

By:   
Deputy Clerk

RENDITION DATE 9/9/13



Exhibit "A" to Resolution

PREPARED BY AND AFTER  
RECORDING RETURN TO:  
SPENCER N. CUMMINGS, ESQ.  
GUNSTER, YOAKLEY & STEWART, P.A.  
225 WATER STREET, SUITE 1750  
JACKSONVILLE, FL 32202

**SPECIAL WARRANTY DEED**

**[NOCATEE / FIRE STATION / POLICE STATION SITE]**

**THIS SPECIAL WARRANTY DEED** is made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **SONOC COMPANY, LLC**, a Delaware limited liability company ("Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantee"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

**WITNESSETH:**

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to all restrictions, easements, agreements, reservations and other matters of record, including those set forth on **Exhibit "B"** attached hereto and made a part hereof (the "Permitted Exceptions").

**TO HAVE AND TO HOLD** the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for any Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other. By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions.

1. **Permits.** The Property is subject to the Nocatee Development Order as approved by St. Johns County Resolution No. 2001-30, as amended and as may be amended (the "DRI"), and Nocatee Planned Unit Development Ordinance No. 2002-46, as amended and as may be amended (the "PUD"). Grantee agrees that Grantor's delivery of this Deed to Grantee satisfies all obligations of the Developer under Special Condition 29 of the DRI (as modified in St. Johns County Resolution 2009-87).

2. **Use Restriction.** Grantee shall occupy and use the Property solely for a fire station and/or police station and for no other use or purpose without the prior written consent of Grantor, which may be granted or withheld in Grantor's sole and absolute discretion. If Grantee shall breach the foregoing restriction, then Grantor shall have the right to injunctive relief and any other remedies available to Grantor at law or in equity for such breach and, in addition, at Grantor's option, title to the Property shall revert to Grantor, and Grantor may enforce such reversion by specific performance and any other applicable legal action. This Section shall terminate fifty (50) years from the date hereof.

3. **Development Criteria.** Grantee agrees that all development within the Property shall comply with the development criteria prepared by Grantor pursuant to the PUD and attached hereto as **Exhibit "C"**.

4. **Successors and Assigns.** The terms and provisions contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.

5. **Modification.** The terms and provisions contained herein may be modified by the then owner of any portion of the Property whose lands are affected by such amendment and Grantor and its assignees.

6. **Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

7. **No Implication.** None of the restrictions or covenants contained in this Deed shall constitute restrictions or covenants upon Grantor's adjacent property and the provisions contained herein shall not be construed to create implied covenants or restrictions upon any other property.

8. **Remedies for Default.** To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other party shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

9. **Additional Restrictions.** Grantor may waive or cancel any of the restrictions set forth herein in whole or in part at any time or from time to time without the consent or joinder of any other party. In addition, Grantor may assign any and all of its rights, powers, obligations and privileges under this Deed to any other entity or person, without the consent or joinder of any other party. Upon such assignment, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed.

**IN WITNESS WHEREOF**, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered  
in the presence of:

**SONOC COMPANY, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

[CORPORATE SEAL]

STATE OF FLORIDA            )  
  )SS  
COUNTY OF DUVAL         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, the \_\_\_\_\_ of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

**GRANTEE:**

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

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

By: \_\_\_\_\_  
Name: Michael D. Wanchick  
Title: County Administrator

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

Legal form approved:

\_\_\_\_\_  
County Attorney

STATE OF FLORIDA        )  
                                  )SS  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Michael D. Wanchick, as County Administrator of **ST. JOHNS COUNTY, FLORIDA**, on behalf of the County.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires:

Personally known \_\_\_\_\_ or  
Produced I.D. \_\_\_\_\_  
[Check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

## LIST OF EXHIBITS

Exhibit "A"	Property
Exhibit "B"	Permitted Exceptions
Exhibit "C"	Development Criteria

**EXHIBIT "A"**

**Property**

A TRACT OF LAND LYING IN THE F.P. SANCHEZ GRANT, SECTION 63 , TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF CROSSWATER PARKWAY AS SHOWN ON THE PLAT OF CROSSWATER PARKWAY, AS RECORDED IN MAP BOOK 58, PAGES 42 THROUGH 48 AND MAVERICK WAY AS SHOWN ON THE PLAT OF TOWN CENTER COMMUNITY PARK, AS RECORDED IN MAP BOOK 65, PAGES 90 THROUGH 97, BOTH OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 67°55'25" EAST A DISTANCE OF 102.05 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID CROSSWATER PARKWAY AND BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 975.00 FEET, A CHORD BEARING OF NORTH 55°49'16" WEST AND A CHORD DISTANCE OF 370.37 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 372.64 FEET TO A POINT ON SAID CURVE; THENCE NORTH 54°11'13" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE OF CROSSWATER PARKWAY, A DISTANCE OF 418.12 FEET; THENCE SOUTH 12°13'48" EAST A DISTANCE OF 46.81 FEET; THENCE SOUTH 16°52'56" EAST A DISTANCE OF 129.36 FEET; THENCE SOUTH 23°23'52" EAST A DISTANCE OF 114.39 FEET; THENCE SOUTH 15°31'14" EAST A DISTANCE OF 90.45 FEET; THENCE SOUTH 37°17'02" EAST A DISTANCE OF 147.63 FEET; THENCE SOUTH 00°11'54" EAST A DISTANCE OF 47.64 FEET; THENCE SOUTH 27°34'08" WEST A DISTANCE OF 29.54 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1075.00 FEET AND A CHORD BEARING OF NORTH 64°36'02" WEST AND A DISTANCE OF 81.39 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 81.41 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66°46'12" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 165.61 FEET TO THE POINT OF BEGINNING. CONTAINING 3.0 ACRES MORE OR LESS.

## **EXHIBIT "B"**

### **Permitted Exceptions**

All recording references below shall refer to the public records of St. Johns County, Florida.

1. Notice of DRI Development Order (Nocatee) as set out in instrument recorded October 1, 2001 in Official Records Book 1656, page 1887; First Amendment recorded March 12, 2007 in Official Records Book 2881, page 156; Modification recorded July 20, 2009 in Official Records Book 3219, page 725; Modification recorded January 20, 2010 in Official Records Book 3279, page 486; Modification recorded October 26, 2010 in Official Records Book 3369, page 258; and Modification recorded November 7, 2012 in Official Records Book 3640, page 998.
2. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded August 18, 2004 in Official Records Book 2263, page 1747; Validation recorded December 21, 2004 in Official Records Book 2340, page 1966.
3. Developer and Utility Service Agreement between SONOC Company, LLC and JEA, as set out in instrument recorded January 20, 2005 in Official Records Book 2359, page 1979, as amended by First Amendment recorded April 16, 2010 in Official Records Book 3305, page 571; Subordination of Utility Interests recorded October 25, 2012 in Official Records Book 3633, page 1782.
4. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded February 24, 2005 in Official Records Book 2381, page 524.
5. Unrecorded Installation and Service Agreement by and between Comcast of Greater Florida/Georgia, Inc. and SONOC Company, LLC dated June 2, 2006; First Amendment dated April 12, 2007; Second Amendment dated September 22, 2009.
6. Tolomato Community Development District's Notice of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded June 14, 2007 in Official Records Book 2934, page 154.
7. Tolomato Community Development District's Supplemental Notice of Special Assessments for Neighborhood Improvements as set out in instrument recorded June 14, 2007 in Official Records Book 2934, page 166.
8. Easement in favor of Florida Power & Light Company as set out in instrument recorded June 21, 2007 in Official Records Book 2937, page 86.
9. Landowner's Declaration of Covenant and Consent to Amend the External Boundaries of the Tolomato Community Development District and/or to Merger with the Split Pine

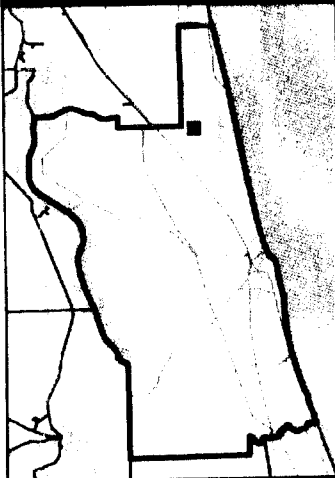
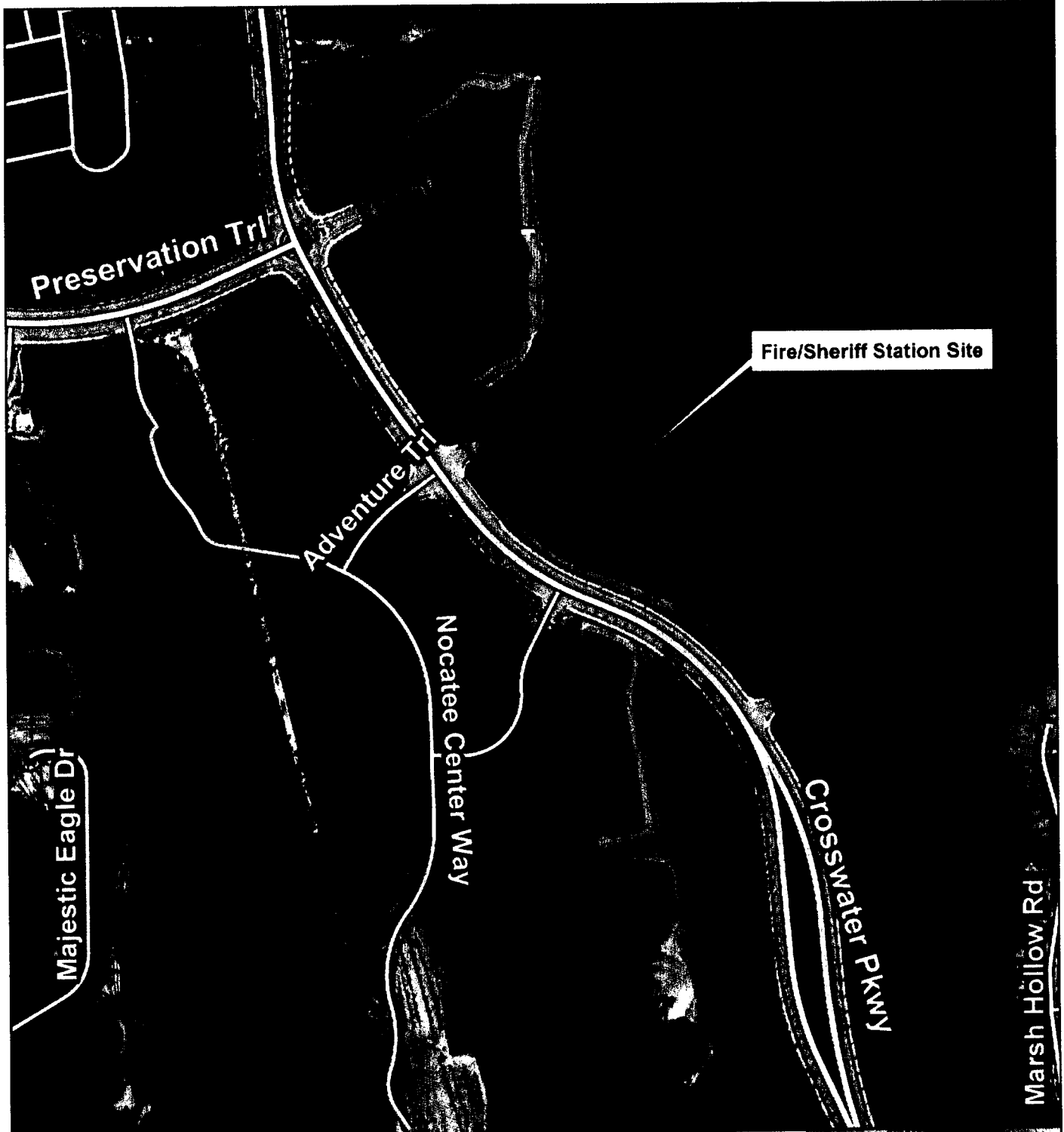
Community Development District recorded August 9, 2007 in Official Records Book 2965, page 211.

10. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Series 2007 Special Assessments as set out in instrument recorded November 30, 2007 in Official Records Book 3013, page 1247.
11. Declaration of Restricted Use and Right of First Refusal as set out in instrument recorded December 21, 2007 in Official Records Book 3022, page 1747.
12. Merger Implementation Agreement by and between the Tolomato Community Development District and the Split Pine Community Development District, naming the Tolomato Community Development District the surviving entity, as set out in instrument recorded March 5, 2010 in Official Records Book 3292, page 1673.
13. Notice of Merger of the Split Pine Community Development District into and with the Tolomato Community Development District as set out in instrument recorded March 19, 2010 in Official Records Book 3296, page 1812.
14. First Amended Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Tolomato Community Development District as set out in instrument recorded April 19, 2010 in Official Records Book 3305, page 1930.
15. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments as set out in instrument recorded August 29, 2012 in Official Records Book 3607, page 1186.
16. Amended and Restated Notice of Special Assessments and Lien of Record of the Tolomato Community Development District as set out in instrument recorded September 19, 2012 in Official Records Book 3616, page 1693.
17. Notice as to Allocation of Developments Rights as set out in instrument recorded September 24, 2012 in Official Records Book 3618, page 1350.
18. Any matters as would be shown by an accurate survey and inspection of the Property.

## EXHIBIT "C"

### **Development Criteria**

1. Buffers – no improvement may be located on any building lot in a location that violates any set-back requirement of any applicable zoning law or other governmental requirements.
2. Landscape requirements – all landscaped areas shall be irrigated with a fully automatic irrigation system. Landscape material shall consist primarily of indigenous species. All disturbed areas shall be landscaped with plantings or grassed areas. Irrigation water source shall be reuse water.
3. Building material and type – No vinyl siding or horizontal wood siding shall be allowed.
4. Color scheme – exterior colors shall be soft, natural, muted colors. The use of loud colors such as chartreuse, bright pink or red is prohibited.
5. Roof treatments and materials – roof materials shall consist of architectural grade asphalt shingles, barrel or flat concrete tile, metal standing seam, slate or composite.
6. Screening of dumpsters and mechanical equipment:
  - all exterior air conditioner compressors, pool equipment or other mechanical equipment shall be screened by wood or masonry walls or landscaping.
  - all dumpsters shall be screened by wood or masonry walls and landscaping.
7. Pavement designs – use of decorative concrete pavers within driving areas is allowed.
8. Wells – no individual ground water wells shall be installed on the Property.



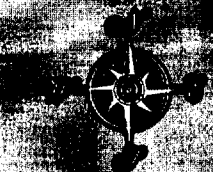
## Proposed Nocatee Sheriff/Fire Station Site

0 187.5 375 750 1,125 1,500 Feet

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
Date: July 23, 2013  
(904) 209-0788



2007 Aerial Imagery

**DISCLAIMER:**  
This map is for informational use only. Data was derived from public records with varying degrees of accuracy.