

RESOLUTION NO. 2014- 185

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING DRAINAGE EASEMENTS FOR STORMWATER DRAINAGE FOR ST. JOHNS PARKWAY IN CONNECTION WITH DURBIN CROSSING PARCEL Y AND AUTHORIZING THE COUNTY ADMINSTRATOR TO JOIN IN THE EXECUTION OF THE DRAINAGE EASEMENTS ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Mattamy (Jacksonville) Partnership, a Florida general partnership, ("Mattamy") has executed and presented to St. Johns County ("County") Drainage Easements, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the easements allow for stormwater from St. Johns Parkway to drain into stormwater management facilities located within the development of Durbin Crossing Parcel Y; and

WHEREAS, it is in the best interest of the County to accept the easements for the health, safety and welfare of its citizens.

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 into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Drainage Easements are hereby accepted by the Board of County Commissioners and the County Administrator is hereby authorized to join in the execution of the easements on behalf of the County.

Section 3. The Clerk is instructed to record the original Drainage Easements in the public records of St. Johns County, Florida.

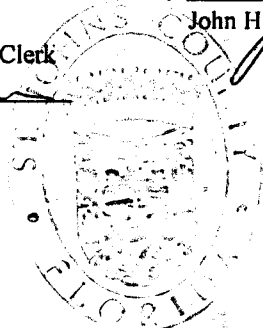
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of July, 2014.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk



RENDITION DATE 7/17/14

Prepared by, Record and Return to:
Brian M. Jones, Esquire
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1000
Orlando, Florida 32801

Parcel No. 2014-84

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 12th day of ~~April~~^{MAY}, 2014, by MATTAMY (JACKSONVILLE) PARTNERSHIP, a Florida general partnership ("Mattamy") to ST. JOHN'S COUNTY, a political subdivision of the State of Florida ("County").

RECITALS

1. Mattamy owns certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property").
2. The County desires to utilize the Property for stormwater drainage upon the terms and conditions and as more particularly set forth below.

NOW THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and are expressly incorporated herein by this reference.
2. **Easement.** Mattamy hereby grants and conveys to the County a perpetual non-exclusive easement ("Easement") over, under and across the Property, for the following limited purposes: (i) The storage and conveyance of stormwater and surface water over or under the Property; (ii) Construction of improvements necessary for the storage and/or conversion of stormwater and surface water ("Improvements"); and (iii) Access for ingress and egress over the Property for the construction and/or maintenance of the Improvements.
3. **Restrictions.** Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the subsurface, surface and air space over the Easement Area for any purpose which does not interfere with the rights herein granted to Grantee.
4. **Relocation.** The Easement Area may be relocated at any time upon Grantor's request, provided that the location provides reasonably equivalent access to the Land, is acceptable to Grantee, and Grantor bears the cost of such relocation. At Grantor's request, and upon relocation of the Easement Area at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form evidencing the relocation of the Easement hereby granted to the new Easement Area designated by and in the title of Grantor.
5. **Permits.** Grantee shall be required to abide by the terms and conditions of any and all applicable permits governing the Easement Area.

6. **Other Uses.** Grantee shall exercise the easement rights conveyed herein in a manner which will not interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

7. **Limitation of Liability.** Grantor shall have no liability to Grantee or its employees, licensees, guests, invitees, lessees, agents or independent contractors for loss of personal property, death or personal injury incurred by Grantee or any such third parties on or about the Easement Area, and by its acceptance hereof Grantee hereby agrees to the extent permitted by law to indemnify, defend and hold harmless Grantor from and against any claim, demand, loss, cost, damage, expense, liability, cause of action, judgment or attorneys' fees asserted against or incurred by Grantor, its successors and assigns as the owner of the Easement Area, arising out of or in connection with the use of the Easement Area by Grantee or such third parties.

This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

THIS DRAINAGE EASEMENT is entered into as of the date first stated above.

Witnesses:

"MATTAMY"

MATTAMY (JACKSONVILLE)
PARTNERSHIP, a Florida general partnership

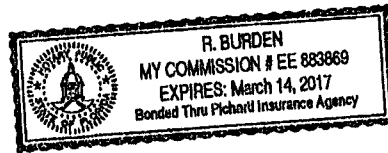
[Handwritten signature]
Print name: Christie Windsor
[Handwritten signature]
Print name: Joni Stewart

By: *[Handwritten signature]*
Name: Cliff Nelson
Title: V.P.

STATE OF FLORIDA)
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 12 day of May, 2014, by Cliff Nelson as VP of MATTAMY (JACKSONVILLE) PARTNERSHIP, a Florida general partnership, on behalf of the partnership. He/she is personally known to me or () has produced _____ as identification.

B. Burden
Notary Public, State of Florida
Print Name: B. Burden
Commission No.: _____
My Commission Expires: _____



Witnesses:

“COUNTY”

ST. JOHN’S COUNTY, a political subdivision
of the State of Florida

Print name: _____

By: _____

Print name: _____

Name: _____

Title: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

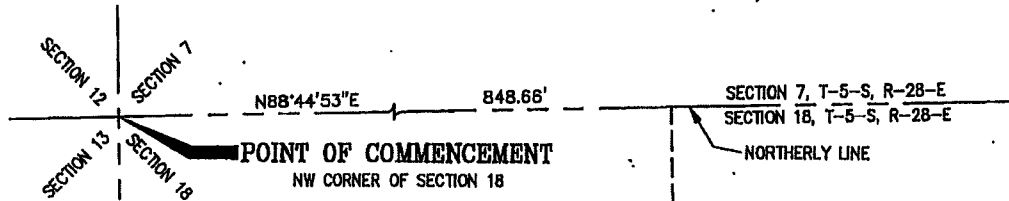
The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ of ST. JOHN’S COUNTY, a political subdivision of the State of Florida, on behalf of the political subdivision. He/she is () personally known to me or () has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

MAP SHOWING

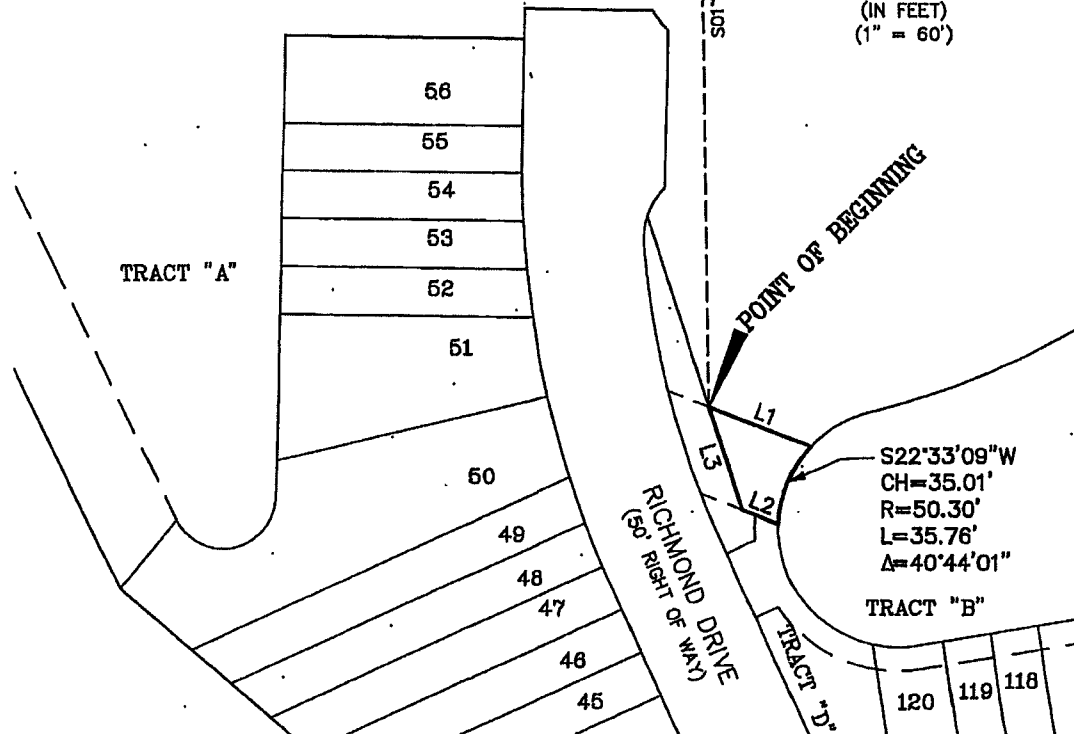
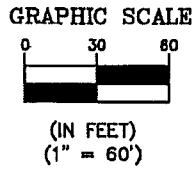
A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST
ST. JOHNS COUNTY, FLORIDA
(SEE SHEET 2 FOR LEGAL DESCRIPTION & GENERAL NOTES)



LEGEND

- Δ = DELTA
- R = RADIUS
- T = TANGENT
- L = LENGTH
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY

LINE TABLE		
LINE	LENGTH	BEARING
L1	46.09'	S68°51'53\"E
L2	16.17'	N68°51'53\"W
L3	45.49'	N18°33'47\"W



SHEET 1 OF 2

JOB NO. 2014-84
 DRAFTER WEA
 DATE 02/26/2014
 SCALE 1"=60'
 CHECKED BY: *JS*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 64-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 64-17, FLORIDA ADMINISTRATIVE CODE).

Gregory B. Clary
 GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3336 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 260-2703
 WWW.CLARYASSOC.COM

MAP SHOWING

A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 88°44'53" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 848.66 FEET; THENCE SOUTH 01°15'07" EAST, 854.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68°51'53" EAST, 46.09 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.30 FEET, AN ARC DISTANCE OF 35.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°33'09" WEST, 35.01 FEET; THENCE NORTH 68°51'53" WEST, 16.17 FEET; THENCE NORTH 18°33'47" WEST, 45.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.02 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE N'LY LINE OF SECTION 18 AS BEING N88°44'53"E.
(STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1990 NGS ADJUSTMENT.)
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE EASEMENTS, COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.

SHEET 2 OF 2

JOB NO. 2014-84
DRAFTER WEA
DATE 02/26/2014
SCALE 1"=60'
CHECKED BY *JES*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE).

Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377



Exhibit "B" to Resolution

Prepared by, Record and Return to:
Brian M. Jones, Esquire
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1000
Orlando, Florida 32801

Parcel No. 2014-85

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 12th day of ~~April~~^{MAY}, 2014, by MATTAMY (JACKSONVILLE) PARTNERSHIP, a Florida general partnership ("Mattamy") to ST. JOHN'S COUNTY, a political subdivision of the State of Florida ("County").

RECITALS

1. Mattamy owns certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property").

2. The County desires to utilize the Property for stormwater drainage upon the terms and conditions and as more particularly set forth below.

NOW THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and are expressly incorporated herein by this reference.

2. **Easement.** Mattamy hereby grants and conveys to the County a perpetual non-exclusive easement ("Easement") over, under and across the Property, for the following limited purposes: (i) The storage and conveyance of stormwater and surface water over or under the Property; (ii) Construction of improvements necessary for the storage and/or conversion of stormwater and surface water ("Improvements"); and (iii) Access for ingress and egress over the Property for the construction and/or maintenance of the Improvements.

3. **Restrictions.** Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the subsurface, surface and air space over the Easement Area for any purpose which does not interfere with the rights herein granted to Grantee.

4. **Relocation.** The Easement Area may be relocated at any time upon Grantor's request, provided that the location provides reasonably equivalent access to the Land, is acceptable to Grantee, and Grantor bears the cost of such relocation. At Grantor's request, and upon relocation of the Easement Area at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form evidencing the relocation of the Easement hereby granted to the new Easement Area designated by and in the title of Grantor.

5. **Permits.** Grantee shall be required to abide by the terms and conditions of any and all applicable permits governing the Easement Area.

6. **Other Uses.** Grantee shall exercise the easement rights conveyed herein in a manner which will not interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

7. **Limitation of Liability.** Grantor shall have no liability to Grantee or its employees, licensees, guests, invitees, lessees, agents or independent contractors for loss of personal property, death or personal injury incurred by Grantee or any such third parties on or about the Easement Area, and by its acceptance hereof Grantee hereby agrees to the extent permitted by law to indemnify, defend and hold harmless Grantor from and against any claim, demand, loss, cost, damage, expense, liability, cause of action, judgment or attorneys' fees asserted against or incurred by Grantor, its successors and assigns as the owner of the Easement Area, arising out of or in connection with the use of the Easement Area by Grantee or such third parties.

This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

THIS DRAINAGE EASEMENT is entered into as of the date first stated above.

Witnesses:

"MATTAMY"

MATTAMY (JACKSONVILLE)
PARTNERSHIP, a Florida general partnership

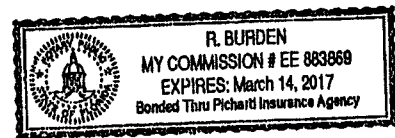
Christe Windsor
Print name: Christe Windsor
Joni Stewart
Print name: Joni Stewart

By: Cliff Nelson
Name: Cliff Nelson
Title: V.P.

STATE OF FLORIDA)
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 12 day of May, 2014, by Cliff Nelson as VP of MATTAMY (JACKSONVILLE) PARTNERSHIP, a Florida general partnership, on behalf of the partnership. He/she is personally known to me or () has produced _____ as identification.

R. Burden
Notary Public, State of Florida
Print Name: R. Burden
Commission No.: _____
My Commission Expires: _____



Witnesses:

“COUNTY”

ST. JOHN’S COUNTY, a political subdivision
of the State of Florida

Print name: _____

By: _____

Print name: _____

Name: _____

Title: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

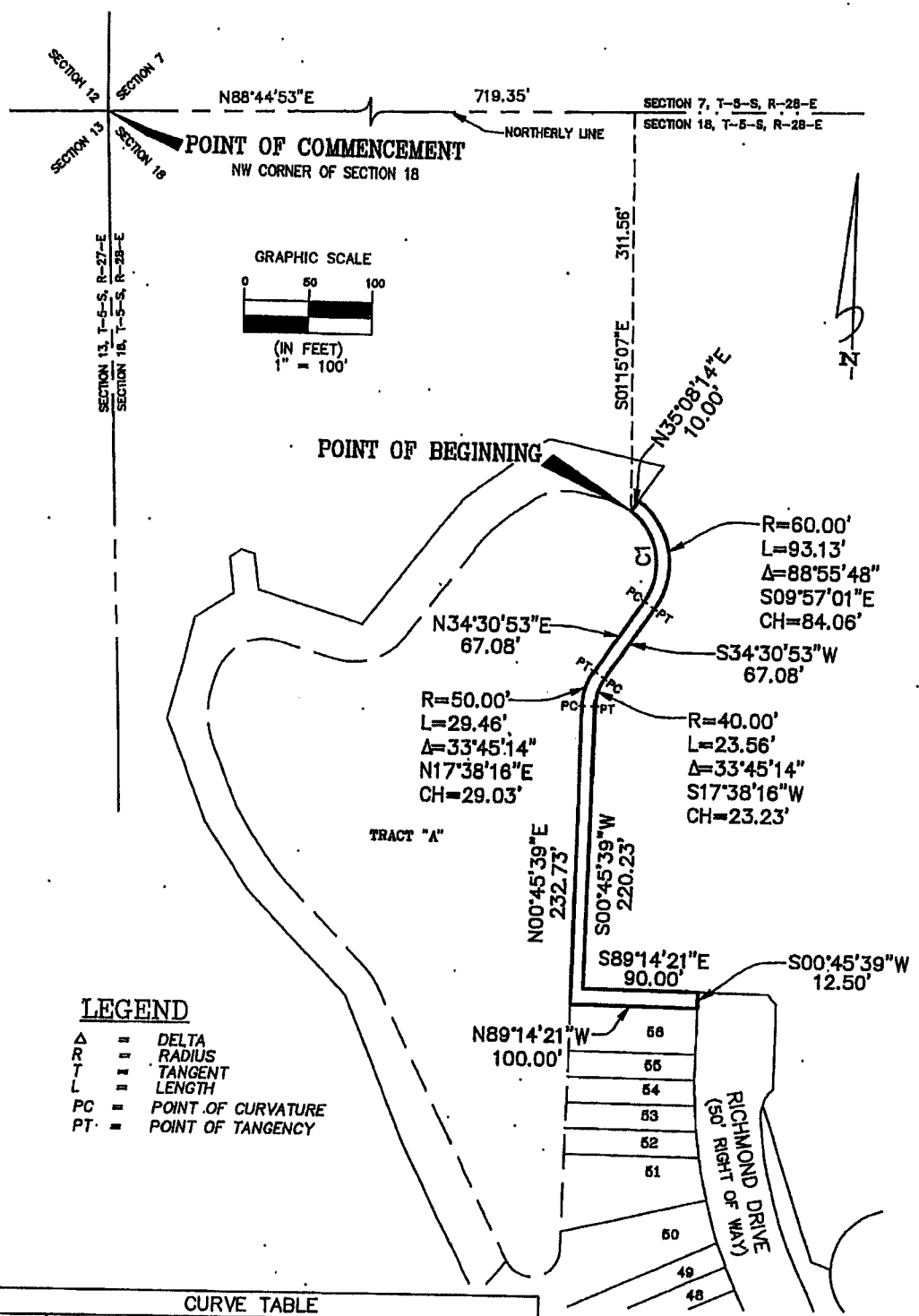
The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ of ST. JOHN’S COUNTY, a political subdivision of the State of Florida, on behalf of the political subdivision. He/she is () personally known to me or () has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

MAP SHOWING

A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST
ST. JOHNS COUNTY, FLORIDA
(SEE SHEET 2 FOR LEGAL DESCRIPTION & GENERAL NOTES)



- LEGEND**
- Δ = DELTA
 - R = RADIUS
 - T = TANGENT
 - L = LENGTH
 - PC = POINT OF CURVATURE
 - PT = POINT OF TANGENCY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	77.53'	50.00'	88°50'26"	69.99'	N09°54'20"W

SHEET 1 OF 2

JOB NO. 2014-85
 DRAFTER WEA
 DATE 02/28/2014
 SCALE 1"=100'
 CHECKED BY: *[Signature]*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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[Signature]
 GREGORY B. CLARY, P.S.M., CERT. NO. 3377

Clary & Associates
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 3630 CROWN POINT ROAD
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MAP SHOWING

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COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 88°44'53" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 719.35 FEET; THENCE SOUTH 01°15'07" EAST, 311.56 FEET TO THE POINT OF BEGINNING; THENCE NORTH 35°08'14" EAST, 10.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 93.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°57'01" EAST, 84.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°30'53" WEST, 67.08 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE 23.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°38'16" WEST, 23.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°45'39" WEST, 220.23 FEET; THENCE SOUTH 89°14'21" EAST, 90.00 FEET; THENCE SOUTH 00°45'39" WEST, 12.50 FEET; THENCE NORTH 89°14'21" WEST, 100.00 FEET; THENCE NORTH 00°45'39" EAST, 232.73 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 29.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°38'16" EAST, 29.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°30'53" EAST, 67.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 77.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°54'20" WEST, 89.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.12 ACRES, MORE OR LESS.

GENERAL NOTES

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SHEET 2 OF 2

JOB NO. 2014-85

DRAFTER WEA

DATE 02/26/2014

SCALE 1"=100'

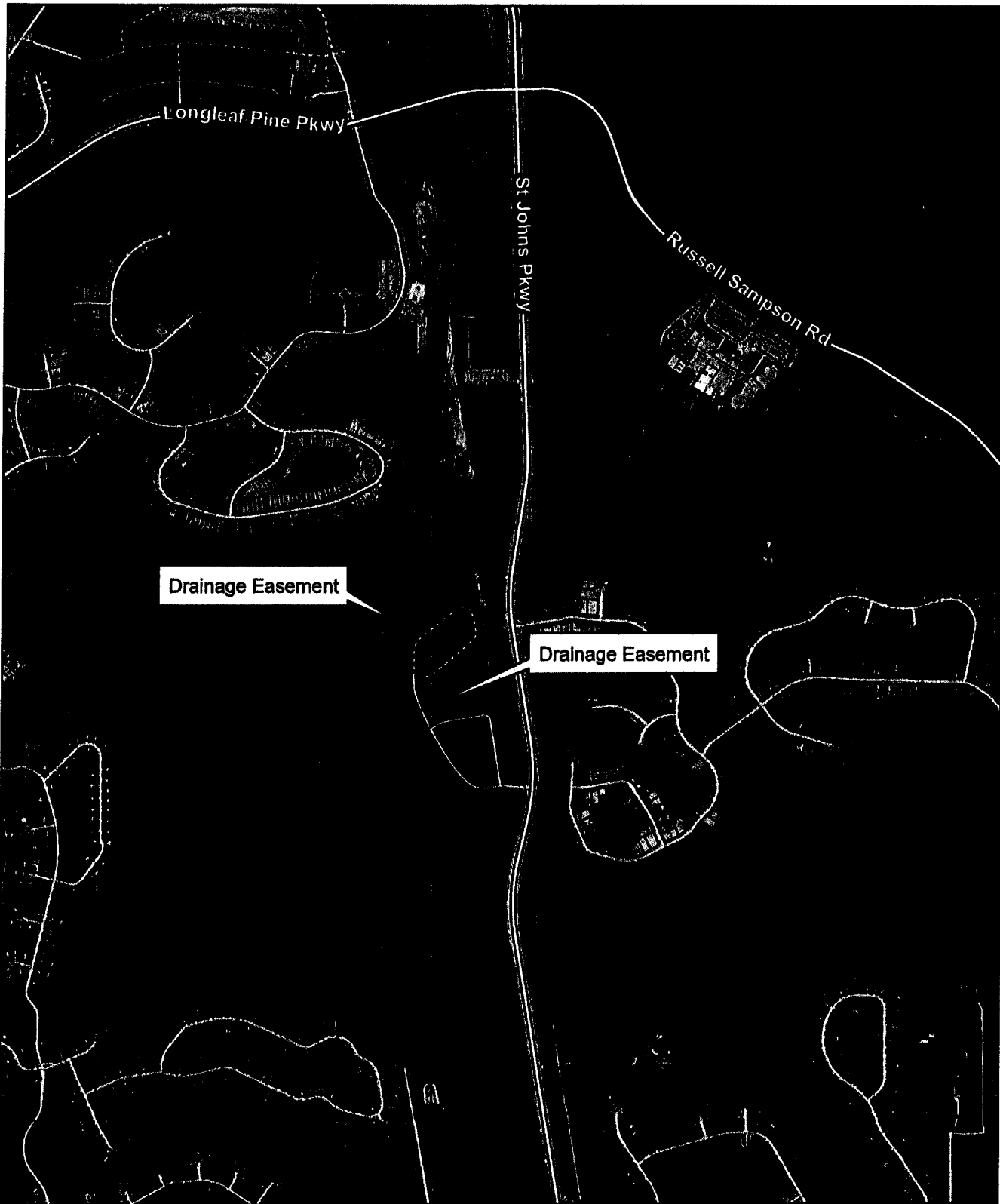
CHECKED BY *JES*

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Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377





Drainage Easement

Drainage Easement



2013 Aerial Imagery
 01.02.00
 Feet
 May 7, 2014

Durbin Crossing Parcel Y

Drainage Easements

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0790

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

