

RESOLUTION NO. 2015-226

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A DRAINAGE EASEMENT AGREEMENT FOR LAKESIDE AT TOWN CENTER PHASE 4 IN NOCATEE AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT.**

**RECITALS**

**WHEREAS**, TC Development, LLC, a Florida limited liability company has executed and presented a Drainage Easement Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

**WHEREAS**, the 30 foot relocatable drainage easement is for purposes of draining storm water from the rights-of-way of the subdivision. In the event that the easement is relocated, at the Grantors sole expense, an amendment to the easement will be submitted to the County; and

**WHEREAS**, it is in the best interest of the County to accept the easement for drainage needs in the area.

**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 Board of County Commissioners hereby accepts the terms and conditions contained in the Drainage Easement Agreement and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County.

**Section 3.** To the extent that there are typographical, scrivener 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.

**Section 4.** The Clerk of Circuit Court is instructed to record the Drainage Easement Agreement in the public records of St. Johns County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this 18<sup>th</sup> day of August, 2015.

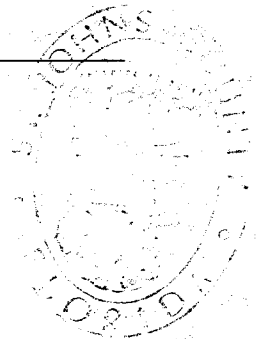
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:   
Priscilla L. Bennett, Chair

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 8/20/15



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

**DRAINAGE EASEMENT AGREEMENT**

**THIS DRAINAGE EASEMENT AGREEMENT** (the "Agreement") is made as of June 22, 2015, by and between **TC DEVELOPMENT, LLC**, a Florida limited liability company ("Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the state of Florida ("Grantee"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

**RECITAL:**

A. Grantor has dedicated and/or intends to dedicate to Grantee the rights-of-way (the "Rights of Way") shown on the plat of Lakeside at Town Center Phase 4 to be recorded in the public records of St. Johns County, Florida. A copy of such plat is attached hereto as **Exhibit "A"**.

B. In connection with the dedication of the Rights of Way, Grantor wishes to enter into this Agreement to grant Grantee a drainage easement over the land shown and described on **Exhibit "B"** attached hereto (the "Easement Property") for purposes of drainage of stormwater from the Rights of Way.

**NOW THEREFORE**, for an in consideration of the agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above stated recitals are true and correct and hereby incorporated by reference.
2. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive easement over, under, across and through the Easement Property, for purposes of drainage stormwater from the Rights of Way through any stormwater improvements located within the Easement Property from time-to-time. Nothing herein shall grant to Grantee the right to install, modify, repair and/or replace any stormwater improvements located within the Easement Property from time-to-time.
3. **Relocation of Easement.** Grantor shall have the right, at its sole cost and expense, to relocate the Easement Property and any improvements located therein, provided that drainage provided by this Agreement is not materially and adversely disrupted or diminished at any time. Upon an election to relocate, Grantor shall record an amendment to this Agreement which shall describe the new Easement Property. The recording of such amendment shall be conclusive proof to any third parties that the easement over the Easement Property has been modified as described in

such amendment. No joinder by Grantee shall be required in the amendment, but Grantee nevertheless agrees to join in any amendment within 15 days of written request by Grantor.

4. Successors and Assigns. This Agreement shall run with title to the Rights of Way and the Easement Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof.

6. Severability and Governing Law. The invalidity of any provision contained in this Agreement shall not affect the remaining portions of this Agreement, provided that such remaining portions remain consistent with the intent of this Agreement and do not violate Florida law, which law shall govern this Agreement.

7. Construction of Terms. The parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

8. Counterparts. This Agreement may be executed by the parties hereto individually or in combination in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

*[This space intentionally left blank]*

IN WITNESS WHEREOF, Grantor and Grantee have executed this Drainage Easement Agreement as of the date first written above.

Signed sealed and delivered  
in the presence of:

GRANTOR:

TC DEVELOPMENT, LLC, a Florida limited liability company

Rachel Ackerman  
Print Name: Rachel Ackerman

By: Jed  
Print Name: Jed Davis  
Its: Vice President

Jill Whalen  
Print Name: Jill Whalen

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22 day of June, 2015, by Jed Davis, the Vice President of TC DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company.

Tina E Miller  
Print Name: Tina E Miller

NOTARY PUBLIC

State of Florida at Large

Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known  or

Produced ID

Type of Identification Produced: \_\_\_\_\_



Signed sealed and delivered  
in the presence of:

**GRANTEE:**

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Michael D. Wanchick  
Its: County Administrator

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LEGAL FORM APPROVED:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
County Attorney's Office

STATE OF FLORIDA

COUNTY OF ST. JOHNS

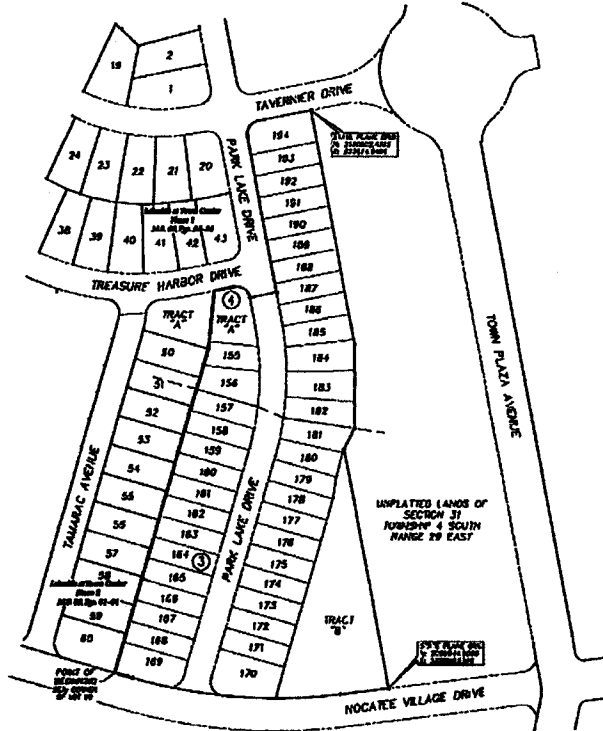
The foregoing instrument was acknowledged before me this \_\_\_ day of <sup>August</sup>~~June~~, 2015, by  
Michael D. Wanchick, the County Administrator of **ST. JOHNS**  
**COUNTY, FLORIDA**, on behalf of the County.

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State of Florida at Large  
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My Commission Expires: \_\_\_\_\_  
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**LAKESIDE AT TOWN CENTER PHASE 4**  
 A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST,  
 ST. JOHNS COUNTY, FLORIDA.

MAP BOOK PAGE  
 SHEET 2 OF 4 SHEETS



**NOTES**  
 1) Boundaries shown are referenced to the State Plane coordinate system and are based on the boundary data of the Florida State Plane 83 datum.  
 2) Dimensions based on DTM elevations of the adjacent natural ground surface shown. Dimensions shown are not to be construed as a representation of the actual ground surface. These dimensions are not to be construed as a representation of the actual ground surface.  
 3) All dimensions shown are based on the ground line. In the case of a curved boundary, the dimensions shown are based on the arc length of the curve. In the case of a straight boundary, the dimensions shown are based on the straight line distance between the two points.  
 4) The boundary data shown on this plan is based on the Florida State Plane 83 datum. The boundary data shown on this plan is not to be construed as a representation of the actual ground surface.  
 5) The boundary data shown on this plan is not to be construed as a representation of the actual ground surface.

- LEGEND**
- BOUNDARY BY MARK, 1/4" OR 1/2" OR 3/4" OR 1" OR 1 1/2" OR 2" OR 3" OR 4" OR 6" OR 8" OR 12" OR 18" OR 24" OR 30" OR 36" OR 48" OR 60" OR 72" OR 96" OR 120" OR 144" OR 168" OR 192" OR 216" OR 240" OR 264" OR 288" OR 312" OR 336" OR 360" OR 384" OR 408" OR 432" OR 456" OR 480" OR 504" OR 528" OR 552" OR 576" OR 600" OR 624" OR 648" OR 672" OR 696" OR 720" OR 744" OR 768" OR 792" OR 816" OR 840" OR 864" OR 888" OR 912" OR 936" OR 960" OR 984" OR 1008" OR 1032" OR 1056" OR 1080" OR 1104" OR 1128" OR 1152" OR 1176" OR 1200" OR 1224" OR 1248" OR 1272" OR 1296" OR 1320" OR 1344" OR 1368" OR 1392" OR 1416" OR 1440" OR 1464" OR 1488" OR 1512" OR 1536" OR 1560" OR 1584" OR 1608" OR 1632" OR 1656" OR 1680" OR 1704" OR 1728" OR 1752" OR 1776" OR 1800" OR 1824" OR 1848" OR 1872" OR 1896" OR 1920" OR 1944" OR 1968" OR 1992" OR 2016" OR 2040" OR 2064" OR 2088" OR 2112" OR 2136" OR 2160" OR 2184" OR 2208" OR 2232" OR 2256" OR 2280" OR 2304" OR 2328" OR 2352" OR 2376" OR 2400" OR 2424" OR 2448" OR 2472" OR 2496" OR 2520" OR 2544" OR 2568" OR 2592" OR 2616" OR 2640" OR 2664" OR 2688" OR 2712" OR 2736" OR 2760" OR 2784" OR 2808" OR 2832" OR 2856" OR 2880" OR 2904" OR 2928" OR 2952" OR 2976" OR 3000" OR 3024" OR 3048" OR 3072" OR 3096" OR 3120" OR 3144" OR 3168" OR 3192" OR 3216" OR 3240" OR 3264" OR 3288" OR 3312" OR 3336" OR 3360" OR 3384" OR 3408" OR 3432" OR 3456" OR 3480" OR 3504" OR 3528" OR 3552" OR 3576" OR 3600" OR 3624" OR 3648" OR 3672" OR 3696" OR 3720" OR 3744" OR 3768" OR 3792" OR 3816" OR 3840" OR 3864" OR 3888" OR 3912" OR 3936" OR 3960" OR 3984" OR 4008" OR 4032" OR 4056" OR 4080" OR 4104" OR 4128" OR 4152" OR 4176" OR 4200" OR 4224" OR 4248" OR 4272" OR 4296" OR 4320" OR 4344" OR 4368" OR 4392" OR 4416" OR 4440" OR 4464" OR 4488" OR 4512" OR 4536" OR 4560" OR 4584" OR 4608" OR 4632" OR 4656" OR 4680" OR 4704" OR 4728" OR 4752" OR 4776" OR 4800" OR 4824" OR 4848" OR 4872" OR 4896" OR 4920" OR 4944" OR 4968" OR 4992" OR 5016" OR 5040" OR 5064" OR 5088" OR 5112" OR 5136" OR 5160" OR 5184" OR 5208" OR 5232" OR 5256" OR 5280" OR 5304" OR 5328" OR 5352" OR 5376" OR 5400" OR 5424" OR 5448" OR 5472" OR 5496" OR 5520" OR 5544" OR 5568" OR 5592" OR 5616" OR 5640" OR 5664" OR 5688" OR 5712" OR 5736" OR 5760" OR 5784" OR 5808" OR 5832" OR 5856" OR 5880" OR 5904" OR 5928" OR 5952" OR 5976" OR 6000" OR 6024" OR 6048" OR 6072" OR 6096" OR 6120" OR 6144" OR 6168" OR 6192" OR 6216" OR 6240" OR 6264" OR 6288" OR 6312" OR 6336" OR 6360" OR 6384" OR 6408" OR 6432" OR 6456" OR 6480" OR 6504" OR 6528" OR 6552" OR 6576" OR 6600" OR 6624" OR 6648" OR 6672" OR 6696" OR 6720" OR 6744" OR 6768" OR 6792" OR 6816" OR 6840" OR 6864" OR 6888" OR 6912" OR 6936" OR 6960" OR 6984" OR 7008" OR 7032" OR 7056" OR 7080" OR 7104" OR 7128" OR 7152" OR 7176" OR 7200" OR 7224" OR 7248" OR 7272" OR 7296" OR 7320" OR 7344" OR 7368" OR 7392" OR 7416" OR 7440" OR 7464" OR 7488" OR 7512" OR 7536" OR 7560" OR 7584" OR 7608" OR 7632" OR 7656" OR 7680" OR 7704" OR 7728" OR 7752" OR 7776" OR 7800" OR 7824" OR 7848" OR 7872" OR 7896" OR 7920" OR 7944" OR 7968" OR 7992" OR 8016" OR 8040" OR 8064" OR 8088" OR 8112" OR 8136" OR 8160" OR 8184" OR 8208" OR 8232" OR 8256" OR 8280" OR 8304" OR 8328" OR 8352" OR 8376" OR 8400" OR 8424" OR 8448" OR 8472" OR 8496" OR 8520" OR 8544" OR 8568" OR 8592" OR 8616" OR 8640" OR 8664" OR 8688" OR 8712" OR 8736" OR 8760" OR 8784" OR 8808" OR 8832" OR 8856" OR 8880" OR 8904" OR 8928" OR 8952" OR 8976" OR 9000" OR 9024" OR 9048" OR 9072" OR 9096" OR 9120" OR 9144" OR 9168" OR 9192" OR 9216" OR 9240" OR 9264" OR 9288" OR 9312" OR 9336" OR 9360" OR 9384" OR 9408" OR 9432" OR 9456" OR 9480" OR 9504" OR 9528" OR 9552" OR 9576" OR 9600" OR 9624" OR 9648" OR 9672" OR 9696" OR 9720" OR 9744" OR 9768" OR 9792" OR 9816" OR 9840" OR 9864" OR 9888" OR 9912" OR 9936" OR 9960" OR 9984" OR 10000

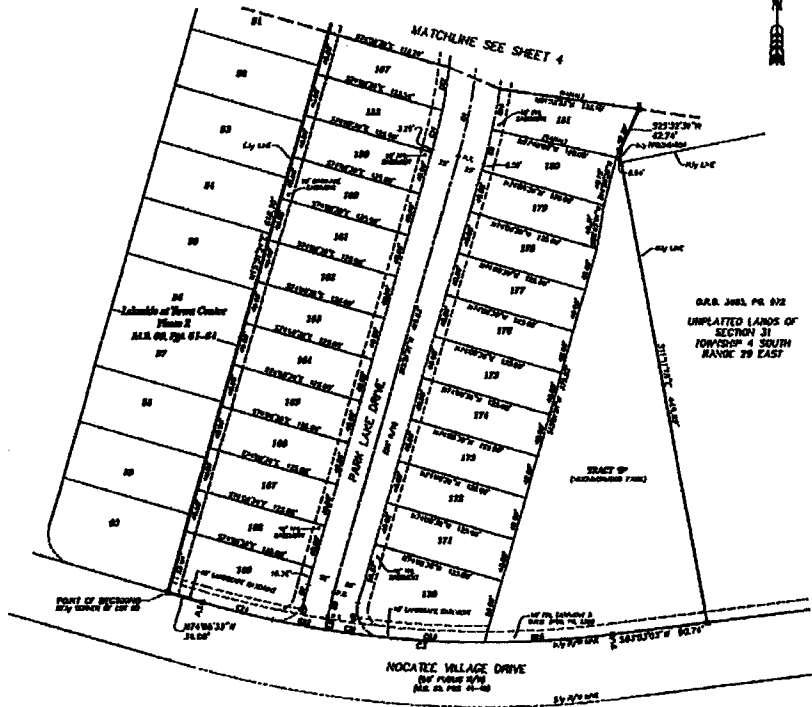
PRELIMINARY

PREPARED BY:  
**ROBERT M. ANGLAS ASSOCIATES, INC.**  
 14075 W. 31st, Jacksonville, Florida  
 JACKSONVILLE, FL 32256 (904) 844-2880  
 CITY/COUNTY OF ANGLETON, FL, U.S.A. 3234

**LAKESIDE AT TOWN CENTER PHASE 4**  
 A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST,  
 ST. JOHNS COUNTY, FLORIDA.

MAP BOOK PAGE

SHEET 3 OF 4 SHEETS  
 SEE SHEET 2 FOR NOTES



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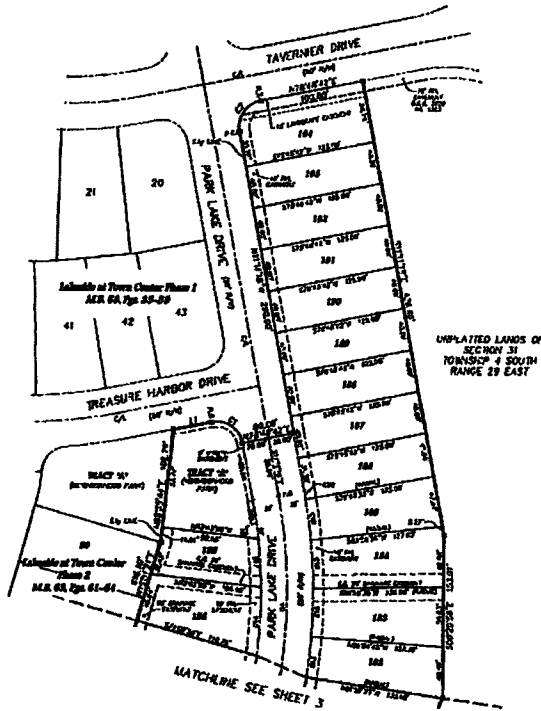
PRELIMINARY

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
 14770 SW 30th Avenue, Suite 200  
 Jacksonville, FL 32259 (904) 641-8300  
 LICENSE NO. 12000

**LAKESIDE AT TOWN CENTER PHASE 4**  
 A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST,  
 ST. JOHNS COUNTY, FLORIDA.

MAP BOOK PAGE

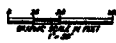
SHEET 4 OF 4 SHEETS  
 SEE SHEET 2 FOR NOTES



BLK	FRONT	DEPTH	AREA	FRONT	DEPTH	AREA
181	30.00'	100.00'	3000.00	30.00'	100.00'	3000.00
182	30.00'	100.00'	3000.00	30.00'	100.00'	3000.00
183	30.00'	100.00'	3000.00	30.00'	100.00'	3000.00
184	30.00'	100.00'	3000.00	30.00'	100.00'	3000.00
185	30.00'	100.00'	3000.00	30.00'	100.00'	3000.00
186	30.00'	100.00'	3000.00	30.00'	100.00'	3000.00
187	30.00'	100.00'	3000.00	30.00'	100.00'	3000.00
188	30.00'	100.00'	3000.00	30.00'	100.00'	3000.00
189	30.00'	100.00'	3000.00	30.00'	100.00'	3000.00
190	30.00'	100.00'	3000.00	30.00'	100.00'	3000.00

LINE	THICKNESS	WIDTH	HEIGHT
1	1/8"	1/8"	1/8"
2	1/4"	1/4"	1/4"
3	3/8"	3/8"	3/8"

- LEGEND
- 10 BOUNDARY LINE
  - 11 CENTER LINE
  - 12 EASEMENT
  - 13 EASEMENT
  - 14 EASEMENT
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  - 100 EASEMENT



PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
 14725 SW 28th Avenue, Suite 200  
 Jacksonville, FL 32226 (904) 812-6300  
 GEORGE W. ANTHONY JR., L.S. 3454

PRELIMINARY

**EXHIBIT "B" to Agreement**

**EASEMENT PROPERTY**

**30 Foot Temporary Relocatable Drainage Easement**

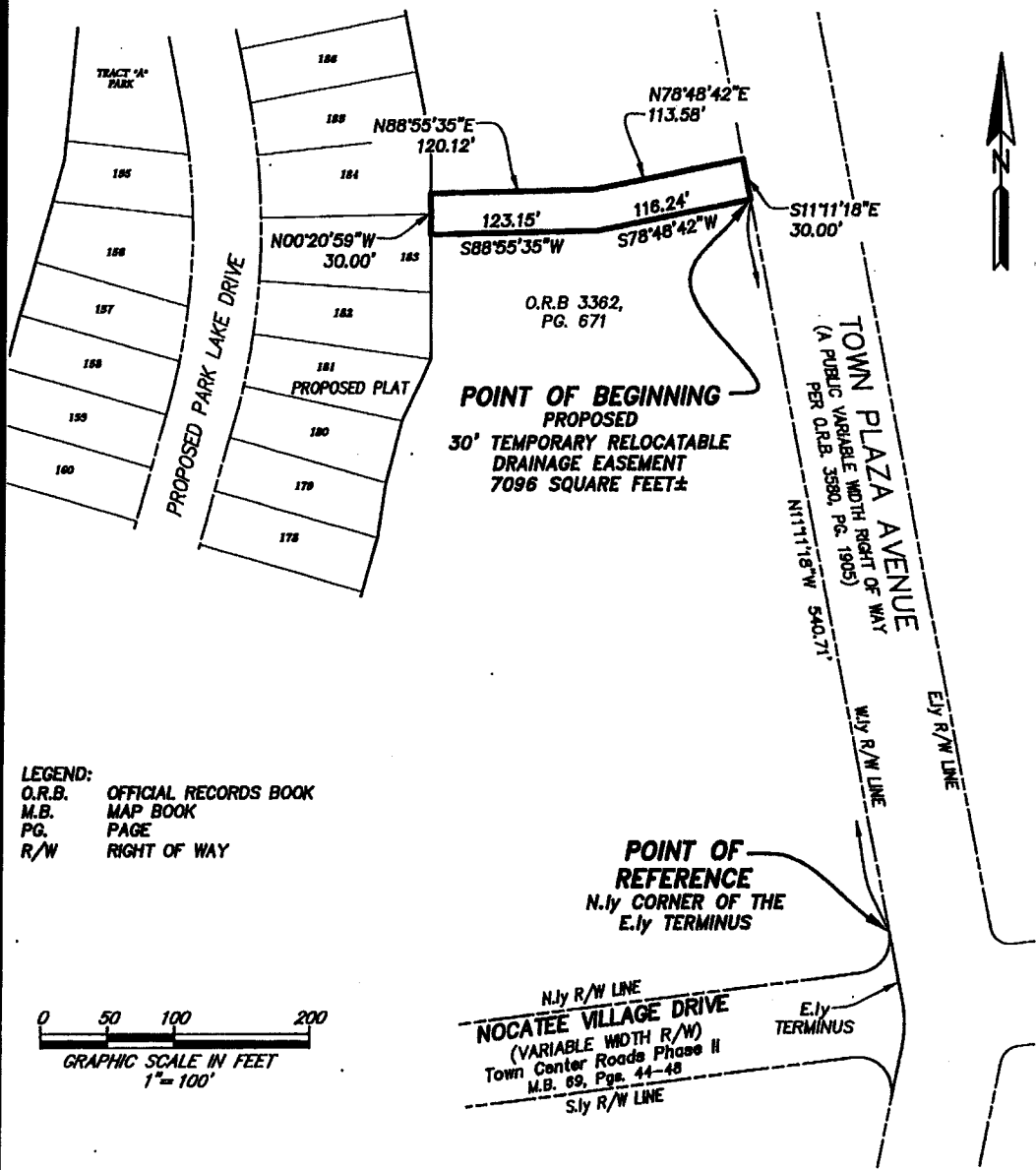
A portion of Section 31, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Record Book 3362, page 671, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northerly corner of the Easterly terminus of Nocatee Village Drive, a variable width right of way, as depicted on Town Center Roads Phase II, recorded in Map Book 69, pages 44 through 48 of said Public Records, said corner lying on the Westerly right of way line of Town Plaza Avenue, a variable width right of way as recorded in Official Records Book 3580, page 1905 of said Public Records; thence North  $11^{\circ}11'18''$  West, along said Westerly right of way line, 540.71 feet to the Point of Beginning.

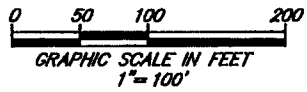
From said Point of Beginning, thence South  $78^{\circ}48'42''$  West, departing said Westerly right of way line, 116.24 feet; thence South  $88^{\circ}55'35''$  West, 123.15 feet; thence North  $00^{\circ}20'59''$  West, 30.00 feet; thence North  $88^{\circ}55'35''$  East, 120.12 feet; thence North  $78^{\circ}48'42''$  East, 113.58 feet; to a point lying on said Westerly right of way line; thence South  $11^{\circ}11'18''$  East, along said Westerly right of way line, 30.00 feet to the Point of beginning.

Containing 7096 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS  
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3362, PAGE 671,  
OF THE PUBLIC RECORDS OF SAID COUNTY,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



**LEGEND:**  
O.R.B. OFFICIAL RECORDS BOOK  
M.B. MAP BOOK  
PG. PAGE  
R/W RIGHT OF WAY



**POINT OF REFERENCE**  
N.ly CORNER OF THE  
E.ly TERMINUS

- GENERAL NOTES:**
- 1) THIS IS NOT A SURVEY.
  - 2) BEARINGS BASED ON THE WESTERLY RIGHT OF WAY LINE OF TOWN PLAZA AVENUE AS BEING NORTH 11°11'18" WEST.
  - 3) LOT LINES DEPICTED HEREON ARE GRAPHIC REPRESENTATION ONLY.

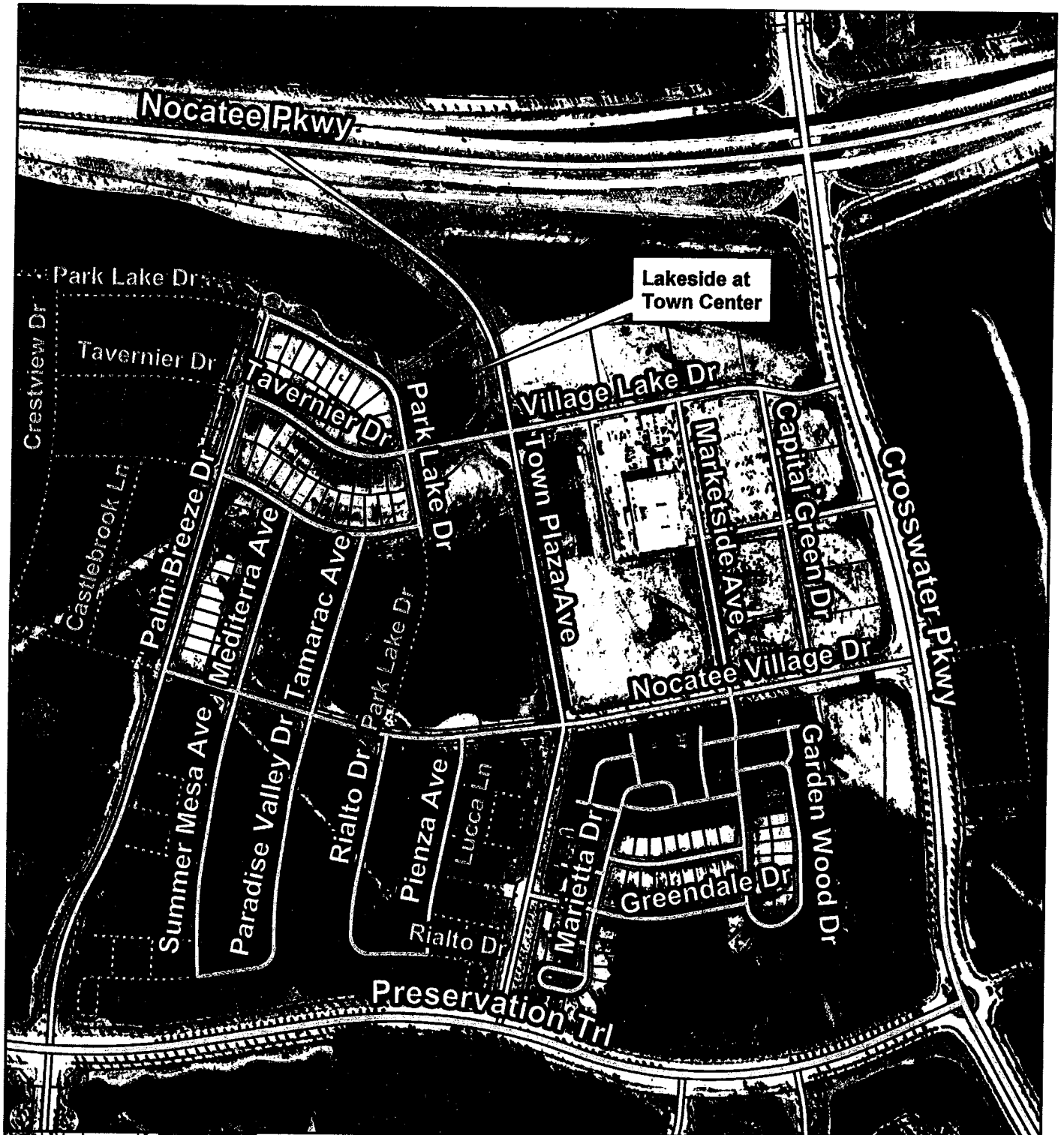
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



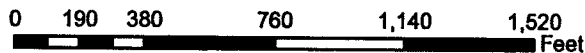
**ROBERT M. ANGAS ASSOCIATES, INC.**  
SURVEYORS • PLANNERS • CIVIL ENGINEERS  
14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3824

DAMON J. KELLY  
No. 6284  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA J.E.S. No. 6284

DATE: JANUARY 13, 2015 SCALE: 1"=100'



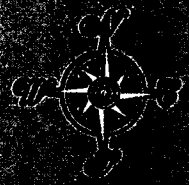
# Lakeside at Town Center Drainage Easement



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
Date: July 24, 2015  
(904) 209-0788



2008 Aerial Imagery

DISCLAIMER:  
This map is for informational  
only. It is not intended to be used  
for multiple purposes with  
varying levels of accuracy.