

RESOLUTION NO. 2016- 5

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT FOR A SIDEWALK/CART PATH ALONG CROSSWATER PARKWAY IN NOCATEE AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO JOIN IN THE EXECUTION OF THE EASEMENT AGREEMENT.**

**RECITALS**

**WHEREAS**, Sonoc Company, LLC, a Delaware limited liability company, has executed an Easement Agreement for a sidewalk/cart path along Crosswater Parkway in Nocatee, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

**WHEREAS**, the Easement is needed in the event future maintenance is required adjacent to County right-of-way; and

**WHEREAS**, it is in the best interest of the public for the County to accept the Easement for the safety and welfare of the citizens 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 Easement Agreement is hereby accepted by the Board of County Commissioners of St. Johns County and the County Administrator, or designee, is authorized to join in the execution of the Easement Agreement.

Section 3. To the extent that there are typographical, scrivener 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 Easement Agreement in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 19 day of January, 2016.

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

By: [Signature]  
Jeb S. Smith, Chair

**ATTEST:** Hunter S. Conrad, Clerk of Court

By: [Signature]  
Deputy Clerk

**RENDITION DATE** 1/21/16



Exhibit "A" to Resolution

This instrument was prepared by  
and after recording return to:  
Spencer N. Cummings, Esq.  
Gunster, Yoakley & Stewart, P.A.  
225 Water Street, Suite 1750  
Jacksonville, Florida 32202

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this "Agreement") is made as of <sup>Nov</sup>~~October~~ 2, 2015, by **SONOC COMPANY, LLC**, a Delaware 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.

**RECITALS:**

A. Grantor is the owner of the land located in St. Johns County, Florida more particularly described on **Exhibit "A"** attached hereto (the "Easement Property").

B. Grantor or the Tolomato Community Development District has constructed or will construct a sidewalk / cart path on the Easement Property.

C. Grantor and Grantee wish to enter into this Agreement to establish certain easements with respect to the Easement Property.

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

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

2. **Easement**. Grantor hereby grants to Grantee a perpetual, non-exclusive easement over and across the Easement Property, for purposes of the use and maintenance of the sidewalk / cart path constructed or to be constructed on the Easement Property. Grantee may not use the Easement Property for any purpose or use other than as expressly set forth in the preceding sentence.

3. **Work and Indemnity**. With respect to any maintenance work performed by Grantee pursuant to Section 2 above, Grantee shall (i) comply with all applicable laws, permits and approvals applicable to such work, (ii) pay all costs associated with such work as and when due, (iii) perform such work in a good, workmanlike and lien free manner, (iv) use good faith efforts to minimize the disturbance with any use of Grantor's or any affiliates of Grantor's other land in connection with such work, and (v) after performing such work, restore the surface of the affected area to substantially the same condition that existed prior to the commencement of such work, reasonable wear and tear excepted. Subject to and without waiver of any rights of the Grantee under Section 768.28, Florida Statutes, the Grantee agrees to indemnify, defend and hold harmless Grantor from and against any claims, costs, expense and damages arising out of use of the Easement Property by Grantee pursuant to this Agreement.

4. **Running Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, shall run with the title to the Easement Property, and are binding upon and inure to the heirs, successors and assigns of Grantor.

5. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service (e.g., Federal Express or UPS), to the other party, at the address set forth in the first paragraph of this Agreement, or such other address as the parties may specify by notice to the other party from time-to-time.

6. **Controlling Law.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

7. **Default; Attorneys' Fees and Costs.** In the event of any default under this Agreement, the party not in default shall be entitled to any and all remedies available at law or in equity. In the event that any party seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

9. **Entire Agreement; Amendment.** This Agreement may be amended only by an instrument in writing and signed by Grantor and Grantee.

10. **Waiver.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

***[This Space Intentionally Left Blank]***

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

SONOC COMPANY, LLC, a Florida limited liability company

Rachel Ackerman  
(Signature)  
Rachel Ackerman  
(Print Name)

By: Jed V. Davis  
Jed V. Davis  
Vice President

Till Whaley  
(Signature)  
Till Whaley  
(Print Name)

STATE OF FLORIDA )  
                                  ) SS  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me on <sup>Nov 2</sup> ~~October~~ \_\_\_\_, 2015 by Jed V. Davis, the Vice President of SONOC COMPANY, 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 I.D. \_\_\_\_\_  
[check one of the above]  
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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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

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

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

The foregoing instrument was acknowledged before me on ~~October~~ <sup>January</sup> 6, 2018, by  
Michael D. Wanchick, the County Administrator of  
**ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, on behalf of  
the County.

\_\_\_\_\_  
(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  
\_\_\_\_\_



ROBERT M. ANGAS ASSOCIATES, INC.

www.rmangas.com

tel 904-642-8550 • fax 904-642-4165

14775 Old St. Augustine Road • Jacksonville, Florida 32258

June 30, 2015  
Nocatee/Towncenter Central

Work Order No.15-132.00  
File No. 123I-39.00A

### Cart Path Easement 1

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 1462, page 711, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of the Northerly Terminus of Crosswater Parkway, a variable width right of way as depicted on the plat thereof, recorded in Map Book 58, pages 42 through 48 of said Public Records; thence North 08°31'28" West, along the Southerly right of way line of Nocatee Parkway, a variable width right of way as presently established, 110.72 feet to the Point of beginning.

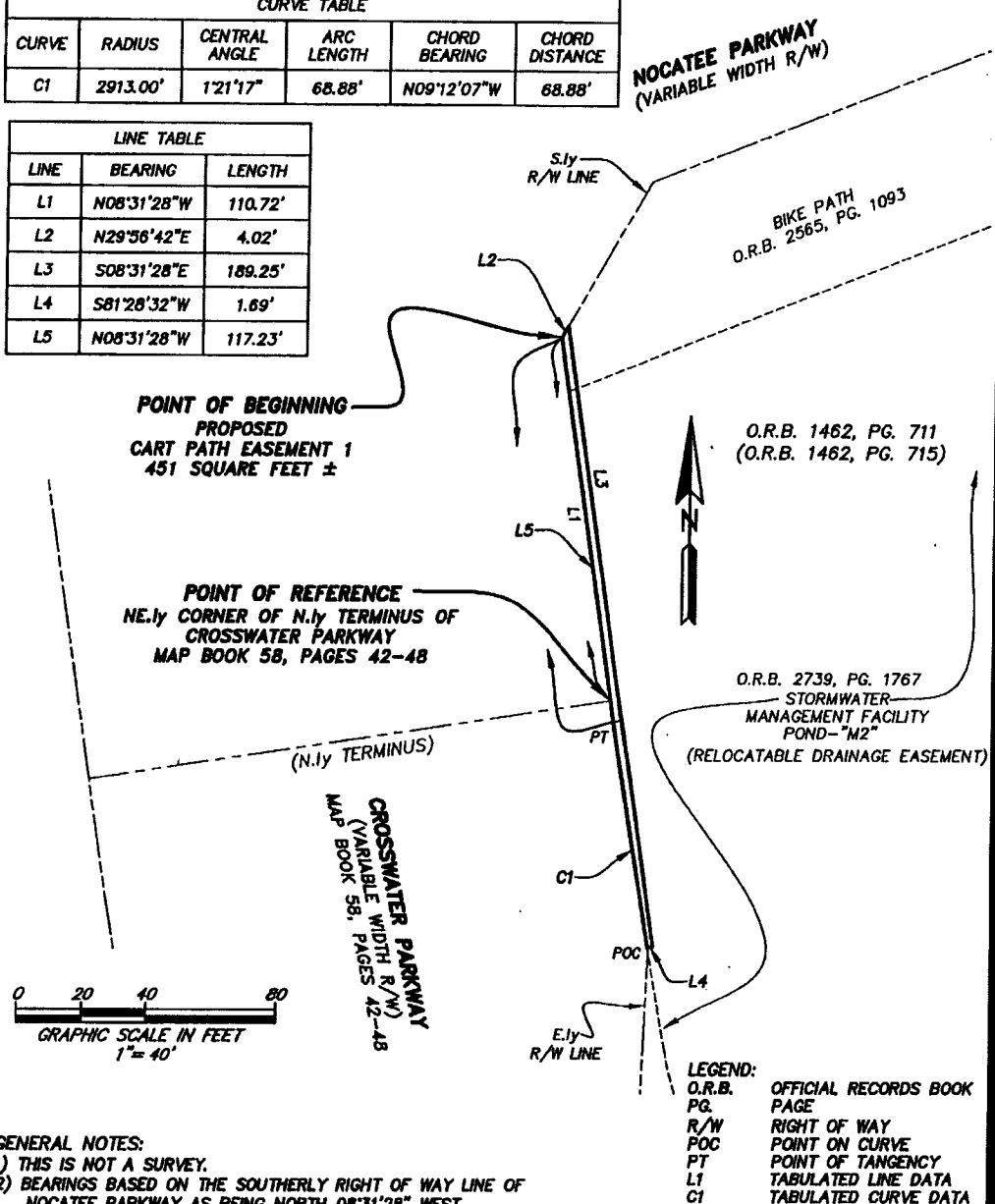
From said Point of Beginning, thence North 29°56'42" East, continuing along said Southerly right of way line, 4.02 feet; thence South 08°31'28" East, departing said Southerly right of way line, 189.25 feet; thence South 81°28'32" West, 1.69 feet to a point lying on the Easterly right of way line of said Crosswater Parkway, said point being a curve concave Easterly having a radius of 2913.00 feet; thence Northerly along said Easterly right of way line and along the arc of said curve, through a central angle of 01°21'17", an arc length of 68.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 09°12'07" West, 68.88 feet; thence North 08°31'28" West, continuing along said Easterly right of way line and along said Southerly right of way line of Nocatee Parkway, 117.23 feet to the Point of Beginning.

Containing 451 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 1462,**  
**PAGE 711, OF THE PUBLIC RECORDS OF SAID COUNTY,**  
**BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	2913.00'	1'21'17"	68.88'	N09°12'07"W	68.88'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N08°31'28"W	110.72'
L2	N29°56'42"E	4.02'
L3	S08°31'28"E	189.25'
L4	S81°28'32"W	1.89'
L5	N08°31'28"W	117.23'



**GENERAL NOTES:**  
 1) THIS IS NOT A SURVEY.  
 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF NOCATEE PARKWAY AS BEING NORTH 08°31'28" WEST.

**LEGEND:**  
 O.R.B. OFFICIAL RECORDS BOOK  
 PG. PAGE  
 R/W RIGHT OF WAY  
 POC POINT ON CURVE  
 PT POINT OF TANGENCY  
 L1 TABULATED LINE DATA  
 C1 TABULATED CURVE DATA

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 3624

*Damon R. Kelly*  
 DAMON R. KELLY  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LS No. 6284

DATE: JUNE 30, 2015 SCALE: 1"=40'



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Nocatee/Towncenter Central

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### **Cart Path Easement 2**

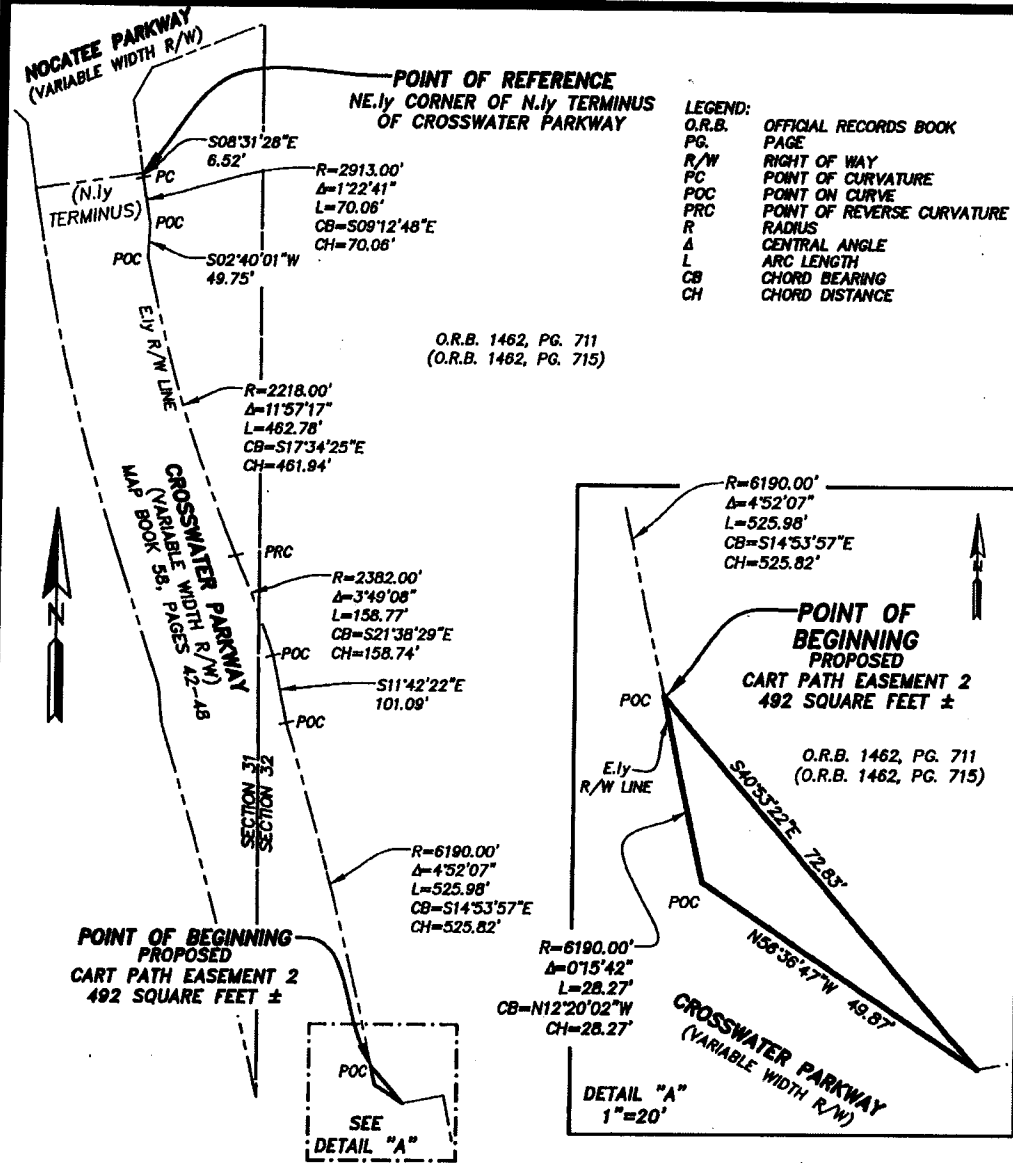
A portion of Section 32, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 711, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of the Northerly Terminus of Crosswater Parkway, a variable width right of way, as depicted on the plat thereof, recorded in Map Book 58, pages 42 through 48 of said Public Records; thence Southerly along the Easterly right of way line of said Crosswater Parkway, the following 7 courses; Course 1, thence South  $08^{\circ}31'28''$  East, 6.52 feet to the point of curvature of a curve concave Easterly having a radius of 2913.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of  $01^{\circ}22'41''$ , an arc length of 70.06 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $09^{\circ}12'48''$  East, 70.06 feet; Course 3, thence South  $02^{\circ}40'01''$  West, 49.75 feet to a point on a curve concave Easterly having a radius of 2218.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of  $11^{\circ}57'17''$ , an arc length of 462.78 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $17^{\circ}34'25''$  East, 461.94 feet; Course 5, thence Southerly along the arc of a curve concave Westerly having a radius of 2382.00 feet, through a central angle of  $03^{\circ}49'08''$ , an arc length of 158.77 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $21^{\circ}38'29''$  East, 158.74 feet; Course 6, thence South  $11^{\circ}42'22''$  East, 101.09 feet to a point on a curve concave Westerly having a radius of 6190.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of  $04^{\circ}52'07''$ , an arc length of 525.98 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $14^{\circ}53'57''$  East, 525.82 feet.

From said Point of Beginning, thence South  $40^{\circ}53'22''$  East, departing said Easterly right of way line, 72.83 feet to a point lying on said Easterly right of way line; thence North  $56^{\circ}36'47''$  West, along said Easterly right of way line, 49.87 feet to a point on a curve concave Westerly having a radius of 6190.00 feet; thence Northerly continuing along said Easterly right of way line and along the arc of said curve, through a central angle of  $00^{\circ}15'42''$ , an arc length of 28.27 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North  $12^{\circ}20'02''$  West, 28.27 feet.

Containing 492 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF**  
**A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 29 EAST,**  
**ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS**  
**DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462,**  
**PAGE 711, OF THE PUBLIC RECORDS OF SAID COUNTY,**  
**BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



**GENERAL NOTES:**  
 1) THIS IS NOT A SURVEY.  
 2) BEARINGS BASED ON THE EASTERLY RIGHT OF WAY LINE OF  
 CROSSWATER PARKWAY AS BEING SOUTH 11°42'22" EAST.

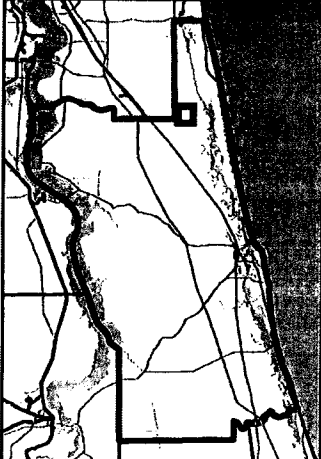
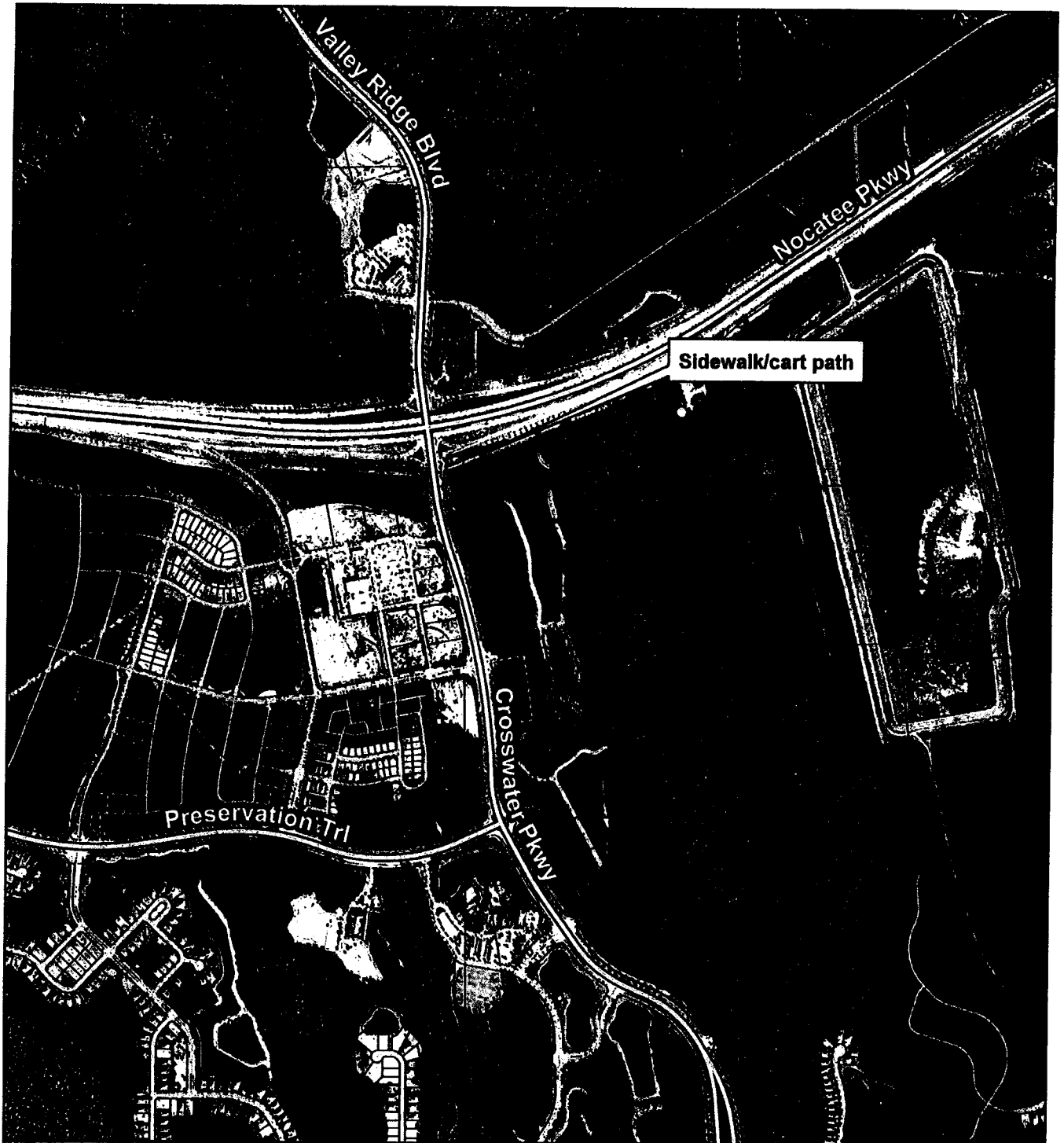
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*Damon J. Kelly*  
 DAMON J. KELLY  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LS No. 6284

DATE: JUNE 30, 2015 SCALE: 1"=200'



# Easement Agreement

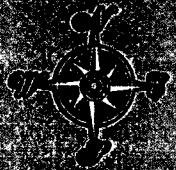
## Sidewalk/cart path

0 412.5 825 1,650 2,475 3,300 Feet

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
ate: November 19, 2015  
(904) 209-0788



**2013 Aerial Imagery**

DISCLAIMER:  
This map is for informational  
only. Data provided is derived  
from multiple sources with  
varying levels of accuracy.