

RESOLUTION NO. 2017- 127

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN AMENDED AND RESTATED GRANT OF DRAINAGE EASEMENT TO DRAIN STORMWATER RUNOFF FROM COUNTY ROAD 210 IN CONNECTION WITH THE TWIN CREEK DRI AND AUTHORIZING THE COUNTY ADMINISTRATOR TO JOIN IN THE EXECUTION OF THE EASEMENT.

RECITALS

WHEREAS, Heartwood 23, LLC., a Florida limited liability company, executed the Grant of Easement recorded in Official Records Book 4127, page 345 per Resolution No. 2015-378; and

WHEREAS, they are requesting an Amended and Restated Grant of Drainage Easement, to relocate the pond, more particularly described in Exhibit "A," attached hereto incorporated and made a part hereof; and

WHEREAS, the easement will allow the County to drain storm water off of County Road 210 into this drainage pond in connection with the Twin Creek DRI.

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 approves the terms and authorizes the County Administrator to join in the Amended and Restated Grant of Drainage Easement.

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 original Amended and Restated Grant of Drainage Easement.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 13th day of April, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Brian Halterman
Deputy Clerk

RENDITION DATE 4/20/17

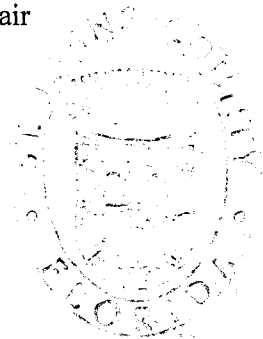


EXHIBIT "A" TO RESOLUTION

Instrument Prepared By and Return To:
Zach Miller, Esq.
501 Riverside Avenue,
Suite 901
Jacksonville, Florida 32250

**AMENDED AND RESTATED GRANT OF DRAINAGE
EASEMENT**
(Pond 4)

THIS AMENDED AND RESTATED GRANT OF DRAINAGE EASEMENT (this "Amended Easement") is made effective as of the ____ day of _____, 2017, between **HEARTWOOD 23, LLC**, a Florida limited liability company, whose address is 401 East Las Olas Blvd., Suite 800, Fort Lauderdale, Florida 33301 (hereinafter called "Grantor"), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (hereinafter called "Grantee").

BACKGROUND

A. Grantor executed in favor of Grantee that certain Grant of Drainage Easement recorded on December 22, 2015 in Official Records Book 4127, Page 345 of the Public Records for St. Johns County, Florida (the "Easement Agreement").

B. Grantor and Grantee wish to amend and restate the Easement Agreement in its entirety.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration in the amount of ten dollars (\$10.00), the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee hereby agree as follows:

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

2. **Grantee Disclaims Interest.** By execution of this Amended Easement, Grantee does hereby release, remise and quitclaim unto the Grantor, its successor and assigns forever, all of Grantee's right, title, and interest in and to the Easement Agreement in exchange for the non-exclusive rights granted under this Amended Easement.

3. **Amended and Restated Easement.** The Easement Agreement is hereby modified, amended and restated in its entirety as follows. From and after the date of this Amended Easement, this Amended Easement shall and does hereby supersede and replace the Easement Agreement in all respects.

4. **Grant of Easement.** Grantor, for and in consideration of the benefit that Grantor will receive, the receipt of which is hereby acknowledged, has granted and conveyed to the Grantee, its successors and assigns, a non-exclusive easement for ingress and egress with the

right, privilege, and authority to said Grantee, its successors and assigns, to drain stormwater run-off from County Road 210, together with the right to install, construct, maintain, operate and use a stormwater drainage pond (the "**Drainage Pond**") and a drainage pipe and related drainage structures (the "**Drainage Facilities**") to accept the drainage of stormwater run-off from County Road 210, on, along, over, through, across, or under the following land situated in St. Johns County, Florida and more particularly described on **EXHIBIT "A"** attached hereto and incorporated by reference and made a part hereof (the "**Easement Area**").

Grantee, by acceptance of this Amended Easement, agrees that the Easement Area and the Drainage Pond may be jointly used by Grantee, Grantor and such other parties as Grantor elects.

Grantor and its successors and assigns shall be solely responsible for and shall at all times maintain at its sole cost and expense the Drainage Pond, provided, however that Grantee shall have the right, but not the obligation, to perform such maintenance in the event that Grantor and its successors and assigns fail to do so.

5. **Entire Agreement; Amendment.** This Amended Easement constitutes the entire agreement of the Grantor and Grantee concerning the subject matter hereof, and any oral agreements or understandings are hereby merged into this Amended Easement. This Amended Easement may be amended only by an instrument in writing and signed by Grantee and the person(s) who are the then owner(s) of the fee simple title to the Easement Area.

6. **Counterparts.** This instrument may be executed in counterparts each of which shall constitute an original and together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Grantor:

Signed, sealed and delivered in the presence of:

HEARTWOOD 23, LLC, a Florida
limited liability company

Witness #1
Printed Name: _____

By: _____
Name: Bruce J. Parker
Title: Vice President

Witness #2
Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, Bruce J. Parker, as Vice President of Heartwood 23, LLC, a Florida limited liability company, on behalf of the company. He is ____ personally known to me or has ____ produced _____ as identification.

(NOTARY SEAL)

Notary Public
Print Name: _____
My commission expires: _____

Grantee:

Signed, sealed and delivered in the presence of:

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

Witness #1
Printed Name: _____

By: _____
Print Name: _____
Title: _____

Witness #2
Printed Name: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by _____, as _____ of St. Johns
County, Florida. He/She is ____ personally known to me or has ____ produced
_____ as identification.

(NOTARY SEAL)

Notary Public
Print Name: _____
My commission expires: _____

EXHIBIT "A"

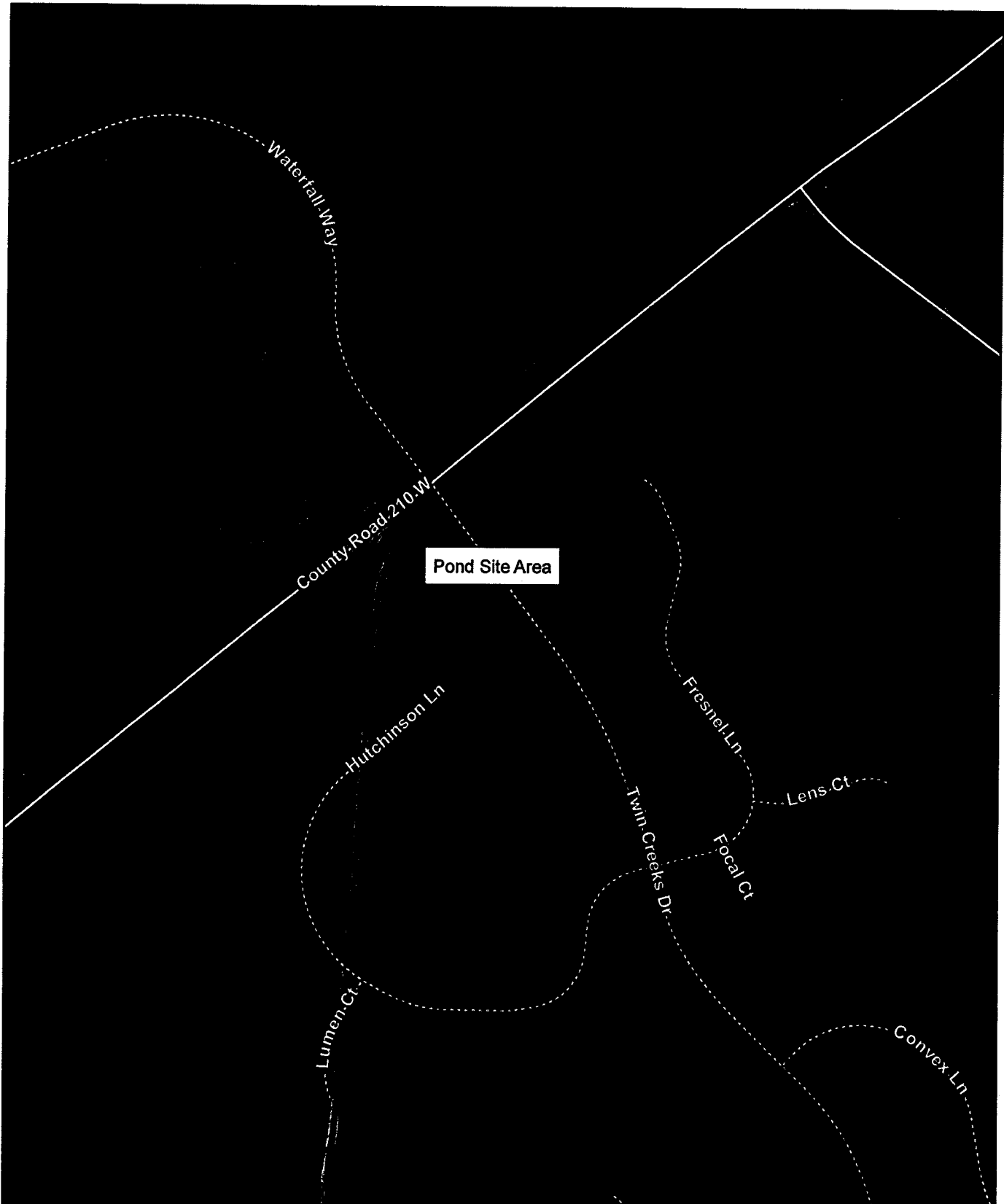
DRAINAGE EASEMENT

A PORTION OF SECTION 10, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210; THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 3461.54 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 722.54 FEET; THENCE SOUTH 38°56'37" EAST, 49.91 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 78.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°33'36" EAST, 76.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 83°55'48" EAST, 154.60 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 81.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°41'44" EAST, 78.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 29.68 FEET, TO THE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 114.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°55'59" WEST, 90.92 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET, AN ARC DISTANCE OF 295.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°18'27" WEST, 276.39 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 133.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°02'22" WEST, 132.43 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 840.00 FEET, AN ARC DISTANCE OF 88.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°48'15" WEST, 88.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°49'04" WEST, 109.63 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 41.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°56'02" WEST, 37.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°57'00" EAST, 96.67 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 441.37 FEET, AN ARC DISTANCE OF 268.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°56'36" WEST, 264.68 FEET; THENCE NORTH 79°32'07" WEST, 94.67 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 25.00 FEET, AN ARC DISTANCE OF 40.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°07'32" WEST, 36.17 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE

SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 560.00 FEET, AN ARC DISTANCE OF 195.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°12'00" EAST, 194.22 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 26.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°34'19" WEST, 26.16 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15°19'48" WEST, 32.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 7.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°22'22" WEST, 7.76 FEET; THENCE SOUTH 66°35'04" EAST, 30.85 FEET; THENCE SOUTH 15°19'48" WEST, 23.95 FEET; THENCE SOUTH 15°19'48" WEST, 23.95 FEET; THENCE NORTH 55°08'44" WEST, 52.24 FEET; THENCE NORTH 29°44'42" WEST, 64.50 FEET; THENCE NORTH 67°40'17" WEST, 60.54 FEET; THENCE SOUTH 52°25'53" WEST, 32.80 FEET; THENCE SOUTH 27°15'19" WEST, 37.12 FEET; THENCE NORTH 85°41'02" WEST, 29.82 FEET; THENCE NORTH 08°51'32" WEST, 40.68 FEET; THENCE NORTH 19°37'38" EAST, 20.45 FEET; THENCE NORTH 51°22'44" EAST, 25.05 FEET; THENCE NORTH 65°20'11" EAST, 28.96 FEET; THENCE NORTH 19°17'30" EAST, 42.80 FEET; THENCE NORTH 18°50'09" WEST, 68.04 FEET; THENCE NORTH 34°48'19" WEST, 47.11 FEET; THENCE NORTH 12°22'36" EAST, 147.91 FEET; THENCE NORTH 63°26'06" EAST, 106.50 FEET; THENCE NORTH 29°53'56" WEST, 123.14 FEET; THENCE NORTH 12°22'36" EAST, 93.88 FEET; THENCE NORTH 63°35'00" WEST, 146.05 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8.64 ACRES, MORE OR LESS.



Pond Site Area

County Road 210-W

Waterfall Way

Hutchinson Ln

Lumen Ct

Twin Creeks Dr

Fresnel Ln

Focal Ct

Lens Ct

Convex Ln



2013 Aerial Imagery



March 27, 2017

HEARTWOOD 23, LLC

Beacon Lake

Land Mngt. Systems
Real Estate Division
209-0796

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.

