

RESOLUTION NO. 2019- 225

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AND AUTHORIZING THE CHAIR OF THE BOARD, ON BEHALF OF THE COUNTY, TO JOIN IN THE EXECUTION OF AN AMENDMENT TO ROADWAY DRAINAGE EASEMENT AGREEMENT IN CONNECTION WITH NOCATEE PHASE 1 ROADWAY DEDICATIONS.

RECITALS

WHEREAS, Sonoc, LLC, a Delaware limited liability company (“Sonoc”); Tolomato Community Development District and St. Johns County (“County”) entered into that certain Roadway Drainage Easement Agreement (“Easement”) dated June 27, 2006 and recorded in Official Records Book 2739, page 1767, for stormwater retention and drainage in connection with Nocatee Phase I Roadway Dedications; and

WHEREAS, Sonoc has conveyed a portion of the property encumbered by the Easement including the portion containing the Relocatable Stormwater Management Facility Pond “U1” (“Pond U1”) to Chadbourne III, LLC, a Florida limited liability company (“Chadbourne”); and

WHEREAS, Chadbourne, as successor in interest to Sonoc, desires to amend the terms of the Easement to revise the legal description for Pond U1 and has asked the County to join in the Amendment to Roadway Drainage Easement Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, approving said revisions subject to the terms and conditions of the Easement as amended.

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 Board of County Commissioners hereby approves the terms of and authorizes the Chair of the Board, on behalf of the County, to join in the execution of an Amendment to Roadway Drainage Easement Agreement, attached hereto.

Section 3. The Clerk is instructed to record the original Amendment to Roadway Drainage Easement Agreement 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 16th day of July, 2019.

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

By: [Signature]
Jeb S. Smith, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 2/18/19



Prepared by and return to:

Matthew S. McAfee, Esq.
Driver, McAfee, Hawthorne & Diebenow PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

AMENDMENT TO ROADWAY DRAINAGE EASEMENT AGREEMENT

[NOCATEE PHASE I ROADWAY DEDICATIONS]

This AMENDMENT TO ROADWAY DRAINAGE EASEMENT AGREEMENT (this "Amendment") is made and entered into as of the 21st day of MAY, 2019 (the "Effective Date") by and between **CHADBOURNE III LLC**, a Florida limited liability company, a Delaware limited liability company, whose address is 1 Independent Drive, Suite 1200, Jacksonville, Florida 32207 ("Chadbourne") and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the state of Florida ("Grantee") whose address is 4020 Lewis Speedway, St. Augustine, Florida 32085.

RECITALS

A. SONOC Company, LLC, a Delaware limited liability company ("SONOC"); Tolomato Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida; and Grantee entered into that certain Roadway Drainage Easement Agreement June 27, 2006 and recorded in Official Records Book 2739, Page 1767 of the public records of St. Johns County, Florida (the "Easement") encumbering certain real property described in Exhibit "A" to the Easement, (the "Easement Property").

B. SONOC has conveyed a portion of the Easement Property to Chadbourne, including the portion of the Easement Property containing the Relocatable Stormwater Management Facility Pond "U1", as described in Exhibit "A" to the Easement.

C. Chadbourne, as successor in interest to SONOC, desires to amend the terms of the Easement to revise the legal description for the Relocatable Stormwater Management Facility Pond "U1", subject to the terms and conditions of this Amendment.

D. Grantee consents to this amendment.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Defined Terms. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings given to them in the Easement.

3. Amendment. Exhibit "A" to the Easement is hereby amended so that the legal description for the Stormwater Management Facility Pond "U1" (Relocatable Drainage Easement) is deleted in its entirety and replaced with the legal description in Schedule A attached hereto and made a part hereof by this reference and with the depiction in Schedule A-1 (the "Relocated Easement Area"). Grantor and Grantee intend that all of the rights, privileges, terms, and provisions of the Easement shall be in full force and effect as to the Relocated Easement Area.

4. Release. Grantee hereby releases and abandons so much of the Easement described in the original legal description for the Stormwater Management Facility Pond "U1" (Relocatable Drainage Easement) included as part of Exhibit "A" that lies outside of the area described in the new Schedule "A" to this Amendment and hereby agrees that from and after the Effective Date that such property shall be freed of said Easement and the rights and privileges granted therein.

5. Monument Sign. Chadbourne and Grantee acknowledge and agree that a monument sign for Chadbourne's use of its property encroaches into the Relocated Easement Area and that such encroachment is permissible.

6. Counterpart Execution. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute the same instrument.

7. Ratification. Except as modified by this Amendment, the Easement remains unchanged and in full force and effect and the parties ratify and confirm the terms of the Easement. In the event of a conflict between the terms and provisions of this Amendment and the Easement, the terms and provisions of this Amendment shall control and be given effect.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment to Roadway Drainage Easement Agreement as of the Effective Date.

Signed, sealed, and delivered
in in the presence of:

CHADBOURNE:

CHADBOURNE III LLC, a Delaware
limited liability company

Maggie Howell

Print Name: Maggie Howell

Patricia H. Todd

Print Name: Patricia H. Todd

By: [Signature]

Name: Matthew McAfee

Title: Vice President

ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21 day of May, 2019,
by Matthew S. McAfee as Vice President of CHADBOURNE III LLC, a Delaware
limited liability company, on behalf of the company, who:

- is personally known to me;
- has produced a _____ Driver's License as identification; or
- has produced a _____ as identification.

NOTARY SEAL MUST BE AFFIXED:



[Signature]
Signature of Notary Public

Print Name: Patricia H. Todd

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

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: _____

Name: _____

Print Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____, as _____ of **ST. JOHNS COUNTY, FLORIDA**, on
behalf of the County, who:

- is personally known to me;
- has produced a _____ Driver's License as identification; or
- has produced a _____ as identification.

NOTARY SEAL MUST BE AFFIXED:

Signature of Notary Public

Print Name: _____

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

May 03, 2019
Nocatee
Page 1 of 2

Work Order No.17-020.00
File No. 123Q-31.00B

SCHEDULE A

Relocatable Stormwater Management Facility Pond U1

A portion of Section 1, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 667, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southerly corner of the Westerly terminus of Cross Town Drive, a variable width right of way as depicted on the plat thereof, recorded in Map Book 65, pages 98 and 99, said Public Records; thence Easterly along the Southerly right of way line of said Cross Town Drive and along the arc of a curve concave Northerly having a radius of 956.00 feet, through a central angle of $23^{\circ}55'06''$, an arc length of 399.09 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $88^{\circ}16'54''$ East, 396.20 feet.

From said Point of Beginning, thence continue Easterly along said Southerly right of way line of Cross Town Drive the following 6 courses: Course 1, thence Easterly along the arc of a curve concave Northerly having a radius of 956.00 feet, through a central angle of $16^{\circ}41'43''$, an arc length of 278.57 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $71^{\circ}24'41''$ East, 277.58 feet; Course 2, thence Easterly along the arc of a curve concave Southerly having a radius of 1131.00 feet, through a central angle of $10^{\circ}00'35''$, an arc length of 197.59 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $68^{\circ}04'07''$ East, 197.34 feet; Course 3, thence South $57^{\circ}57'34''$ East, 39.95 feet; Course 4, thence South $12^{\circ}57'34''$ East, 3.72 feet to the point of curvature of a curve concave Westerly having a radius of 150.00 feet; Course 5, thence Southerly along the arc of said curve, through a central angle of $05^{\circ}43'49''$, an arc length of 15.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $10^{\circ}05'39''$ East, 15.00 feet; Course 6, thence North $82^{\circ}46'16''$ East, 19.35 feet; thence South $12^{\circ}57'34''$ East, departing said Southerly right of way line, 58.20 feet to the point of curvature of a curve concave Westerly having a radius of 84.50 feet; thence Southerly along the arc of said curve, through a central angle of $70^{\circ}52'34''$, an arc length of 104.53 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $22^{\circ}28'43''$ West, 97.99 feet; thence South $57^{\circ}55'00''$ West, 70.68 feet to the point of curvature of a curve concave Southeasterly having a radius of 215.50 feet; thence Southwesterly along the arc of said curve, through a central angle of $15^{\circ}38'59''$, an arc length of 58.86 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $50^{\circ}05'30''$ West, 58.68 feet; thence South $42^{\circ}16'01''$ West, 327.84 feet to the point of curvature of a curve concave Northwesterly having a radius of 94.50 feet; thence Southwesterly along the arc of said curve, through a central

May 03, 2019
Nocatee
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Work Order No.17-020.00
File No. 123Q-31.00B

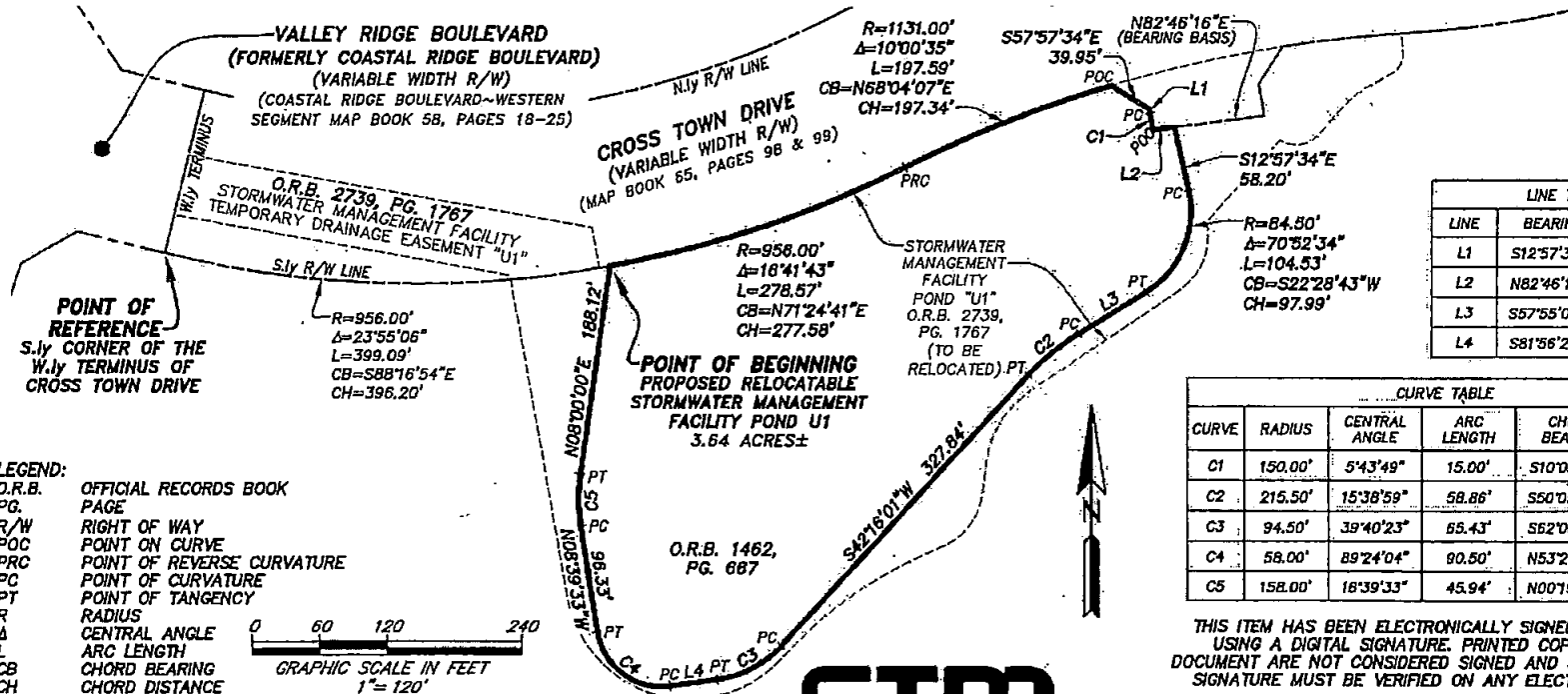
Relocatable Stormwater Management Facility Pond U1 (continued)

angle of $39^{\circ}40'23''$, an arc length of 65.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $62^{\circ}06'12''$ West, 64.13 feet; thence South $81^{\circ}56'24''$ West, 42.55 feet to the point of curvature of a curve concave Northeasterly having a radius of 58.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $89^{\circ}24'04''$, an arc length of 90.50 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $53^{\circ}21'34''$ West, 81.59 feet; thence North $08^{\circ}39'33''$ West, 96.33 feet to the point of curvature of a curve concave Easterly having a radius of 158.00 feet; thence Northerly along the arc of said curve, through a central angle of $16^{\circ}39'33''$, an arc length of 45.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $00^{\circ}19'46''$ West, 45.78 feet; thence North $08^{\circ}00'00''$ East, 188.12 feet to the Point of Beginning.

Containing 3.64 acres, more or less.

SCHEDULE A-1

SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY,
FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN
OFFICIAL RECORDS BOOK 1462, PAGE 667, OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

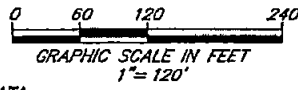


LINE TABLE		
LINE	BEARING	LENGTH
L1	S12°57'34"E	3.72'
L2	N82°46'16"E	19.35'
L3	S57°55'00"W	70.88'
L4	S81°58'24"W	42.55'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	150.00'	5°43'49"	15.00'	S10°05'39"E	15.00'
C2	215.50'	15°38'59"	58.86'	S50°05'30"W	58.68'
C3	94.50'	39°40'23"	65.43'	S62°06'12"W	64.13'
C4	58.00'	89°24'04"	80.50'	N53°21'34"W	81.59'
C5	158.00'	18°39'33"	45.94'	N00°19'46"W	45.78'

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.


- LEGEND:**
- O.R.B. OFFICIAL RECORDS BOOK
 - PG. PAGE
 - R/W RIGHT OF WAY
 - POC POINT ON CURVE
 - PRC POINT OF REVERSE CURVATURE
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - L1 TABULATED LINE DATA
 - C1 TABULATED CURVE DATA



- GENERAL NOTES:**
- THIS IS NOT A SURVEY.
 - BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF CROSS TOWN DRIVE AS BEING NORTH 82°46'16" EAST.

ETM
Surveying & Mapping, Inc.
VISION - EXPERIENCE - RESULTS

14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4185
 Certificate of Authorization No.: LB 3624


 Digital Signature By:
 Damon J. Kelly, PSM
DAMON J. KELLY
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6284
 KellyD@etmsurvey.com

SCALE: 1"=120'
 DATE: MAY 3, 2019



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.

*Amendment to Roadway Drainage
Easement Agreement
Pond U1 - Cross Town Drive - Nocatee*

2016 Aerial Imagery
June 19, 2019