

RESOLUTION NO. 2009- 184

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FOR CONVEYANCE OF A COMMUNITY PARK LOCATED WITHIN NOCATEE DRI PURSUANT THE REQUIREMENTS WITHIN THE DEVELOPMENT ORDER AND APPROVING THE TERMS OF A LICENSE AGREEMENT TO NAME THE PARK "NOCATEE COMMUNITY PARK" AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LICENSE AGREEMENT.**

**WHEREAS**, Tolomato Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, has executed and presented a Special Warranty Deed for a fifty acre +/- community park located within Nocatee DRI and more particularly described in Exhibit "A" attached hereto, incorporated by reference and made a part hereof; and

**WHEREAS**, Sonoc Company, LLC, a Delaware limited liability company has presented a License Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, to allow use of the "Nocatee" name for the park. The proposed name of the park is "Nocatee Community Park"; and

**WHEREAS**, the donation of the park and improvements is required by the Development Order of the Nocatee DRI/DO; and

**WHEREAS**, it is in the best interest of the County to accept this Special Warranty Deed to provide the citizens in the area with a recreational facility; and

**WHEREAS**, to the extent that there are typographical, 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.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissions 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. Upon acceptance of this Resolution by the Board of County Commissioners, the Special Warranty Deed and License Agreement are hereby accepted and the County Administrator, or designee, is authorized to execute the License Agreement.

Section 3. The Clerk of Circuit Court is instructed to record the original Special Warranty Deed and file the License Agreement in the Public Records of St. Johns County.

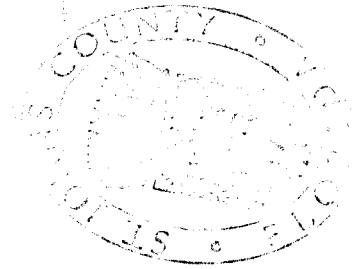
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, this 7<sup>th</sup> day of July, 2009.

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

By: Cyndi Stevenson  
Cyndi Stevenson, Chair

Attest: Cheryl Strickland, Clerk of Court

By: Pam Halterman  
Deputy Clerk



RENDITION DATE 7/8/09

PREPARED BY:  
SPENCER CUMMINGS, ESQ.

AFTER RECORDING, RETURN TO:  
GLENN THOMPSON, LEGAL ASSISTANT  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FL 32202

**SPECIAL WARRANTY DEED**

**[NOCATEE / COMMUNITY PARK SITE]**

**THIS SPECIAL WARRANTY DEED** is made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by **TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida statutes ("Grantor"), to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantee").

**WITNESSETH:**

Grantor hereby grants, bargains, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached hereto (the "Property"), together with all improvements thereon and all tenements, hereditaments, and appurtenances pertaining to the Property, including (and subject to) all rights and obligations under any permits (to the extent affecting the Property) which Grantee hereby accepts and assumes by acceptance of this Deed, subject to all restrictions, easements, agreements, reservations and other matters of record, including those matters set forth on **Exhibit "B"** attached hereto and made a part hereof (the "Permitted Exceptions").

**TO HAVE AND TO HOLD** the same in fee simple forever.

Reserving unto Grantor and its successors and assigns (including any owner of Tract "D" hereinafter described, or any portion thereof), a non-exclusive easement over and across the Property for purposes of vehicular and pedestrian access to and from Tract "D" as shown on the Plat described on **Exhibit "A"** attached to this Deed. Also reserving unto Grantor, and its successors and assigns, the right and easement to add and withdraw water (including reuse water) to and from any ponds located on the Property (directly or via such ponds' interconnection with other ponds), for irrigation purposes, in accordance with applicable permits.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other.

**{This Space Intentionally Left Blank}**

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal the day and year first above written.

**GRANTOR:**

**TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

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

By: \_\_\_\_\_  
Name: Richard T. Ray  
Title: Chairman

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

STATE OF FLORIDA        )  
                                      )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Richard T. Ray, as Chairman of **TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida statutes, on behalf of the District.

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

NOTARY PUBLIC

State of \_\_\_\_\_ at Large

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

My Commission Expires:

Personally known \_\_\_\_\_ or

Produced I.D. \_\_\_\_\_

[Check one of the above]

Type of Identification Produced

\_\_\_\_\_

## **EXHIBIT "A"**

### **The Property**

Tract "C" as shown on the Plat of Town Center Community Park at Nocatee, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of St. Johns County, Florida (the "Plat").

Together with a non-exclusive perpetual easement for drainage of the above described Property, over and across Tract "B" shown on the Plat.

**EXHIBIT "B"** to Special Warranty Deed

**Permitted Exceptions**

1. Notice of DRI Development Order (Nocatee) as set out in instrument recorded October 1, 2001 in Official Records Book 1656, page 1887; First Amendment recorded March 12, 2007 in Official Records Book 2881, page 156, in the public records of St. Johns County, Florida.
2. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded August 18, 2004 in Official Records Book 2263, page 1747; Validation recorded December 21, 2004 in Official Records Book 2340, page 1966, in the public records of St. Johns County, Florida.
3. Developer and Utility Service Agreement between SONOC Company, LLC and JEA, as set out in instrument recorded January 20, 2005 in Official Records Book 2359, page 1979, in the public records of St. Johns County, Florida.
4. Tolomato Community Development District Notice of Imposition of Special Assessments for Neighborhood Infrastructure Improvements as set out in instrument recorded February 24, 2005 in Official Records Book 2381, page 514, in the public records of St. Johns County, Florida.
5. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded February 24, 2005 in Official Records Book 2381, page 524, in the public records of St. Johns County, Florida.
6. Impact Fee Credit Agreement (Park Impact Fees) as set out in instrument recorded January 19, 2007 in Official Records Book 2853, page 731, in the public records of St. Johns County, Florida.
7. Impact Fee Credit Agreement (Road Impact Fees) as set out in instrument recorded January 19, 2007 in Official Records Book 2853, page 749, in the public records of St. Johns County, Florida.
8. Tolomato Community Development District's Notice of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded June 14, 2007 in Official Records Book 2934, page 154, in the public records of St. Johns County, Florida.
9. Tolomato Community Development District's Supplemental Notice of Special Assessments for Neighborhood Improvements as set out in instrument recorded June 14, 2007 in Official Records Book 2934, page 166, in the public records of St. Johns County, Florida.
10. Landowner's Declaration of Covenant and Consent to Amend the External Boundaries of the Tolomato Community Development District and/or to Merger with the Split Pine Community Development District recorded August 9, 2007 in Official Records Book 2965, page 211, in the public records of St. Johns County, Florida.

11. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Service 2007 Special Assessments as set out in instrument recorded November 30, 2007 in Official Records Book 3013, page 1247, in the public records of St. Johns County, Florida.
12. Declaration of Restricted Use and Right of First Refusal as set out in instrument recorded December 21, 2007 in Official Records Book 3022, page 1747, in the public records of St. Johns County, Florida.
13. Restrictions, covenants and conditions as contained in the Special Warranty Deed dated March 7, 2008 by SONOC Company, LLC and Tolomato Community Development District, recorded March 12, 2008 in Official Records Book 3055, page 1078; Corrective Special Warranty Deed recorded September 30, 2008 in Official Records Book 3127, page 157, of the public records of St. Johns County, Florida.
14. Access and Utility Easement from Tolomato Community Development District to SONOC Company, LLC, recorded March 13, 2008 in Official Records Book 3055, page 1096; Subordination Agreement recorded July 12, 2008 in Official Records Book 3093, page 507; Corrective Access and Utility Easement recorded September 30, 2008 in Official Records Book 3127, page 187, in the public records of St. Johns County, Florida; Temporary Access Easement from Ponte Vedra Tower Development, LLC to St. Johns County recorded in Official Records Book 3183, Page 1717 of the public records of St. Johns County, Florida.
15. Conservation Easement as set out in instrument recorded June 12, 2008 in Official Records Book 3093, page 460, in the public records of St. Johns County, Florida.
16. Conservation Easement for a portion of the Nocatee Greenway as set out in instrument recorded June 12, 2008 in Official Records Book 3093, page 482, in the public records of St. Johns County, Florida.
17. Notice of Commencement recorded August 11, 2008 in Official Records Book 3113, page 836, in the public records of St. Johns County, Florida.
18. Easement in favor of Florida Power & Light Company recorded February 11, 2009 in Official Records Book 3163, page 414, in the public records of St. Johns County, Florida.
19. Any matters as would be shown on an accurate survey of the Property.

**LICENSE AGREEMENT**

**[NOCATEE / COMMUNITY PARK]**

**THIS LICENSE AGREEMENT** (this "Agreement") between **SONOC COMPANY, LLC**, a Delaware limited liability company, having an address at 4310 Pablo Oaks Court, Jacksonville, Florida 32224 (the "Licensor") and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (the "Licensee"), is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009.

IN CONSIDERATION of the mutual promises contained in this instrument, the parties agree as follows:

**I. BACKGROUND.**

1.1 Name. Licensor has used the name "Nocatee" (the "Name") in promoting and developing a mixed use development located in Duval County and St. Johns County, Florida and has registered the Name under the following registration (the "Registration"): U.S. Patent and Trademark Office Registration No. 2,976,409, registered July 26, 2005 for Class 36 Real Estate Property Management Services (namely, the operation of planned community utilities, park, clinic, recreational and athletic facilities).

1.2 Property. On or about the date of this Agreement, the Tolomato Community Development District has conveyed to Licensee Tract "C", as shown on the Plat of Town Center Community Park at Nocatee, as recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_ of the public records of St. Johns County, Florida (the "Property"). The Property is located within Licensor's development known as the Nocatee Development and is subject to a Development of Regional Impact Order and a Planned Unit Development Ordinance.

1.3 Purpose. Licensee has requested that Licensor grant a right to use the Name in connection with ownership of the Property. Licensor is willing to allow the limited use of the Name provided for in this Agreement.

**II. LICENSE.**

2.1 Non-Exclusive Right of Use. Upon and subject to the terms of this Agreement, Licensor hereby grants to Licensee the non-exclusive right and license to use the Name, consistent with the Registration, solely and exclusively in connection with Licensee's use and ownership of the Property. Specifically, Licensee may refer to the Property and improvements thereon as the "Nocatee Community Park" and promote the park under such name, subject to the terms of this Agreement. Licensee is authorized by Licensor to use the Name solely and only in the aforementioned manner and Licensee has no right to utilize the Name for any other purpose or at any other location. The Agreement does not extend to any other name or trademarks or service marks owned by Licensor.



2.2 Term. Licensee's right and license to use the Name shall begin upon the date of this Agreement and shall continue in full force and effect for a period of fifty (50) years, unless extended or sooner terminated in accordance with the provisions hereof.

2.3 Approval. For use of the "Nocatee" Name other than in a style and use previously approved by Licensor, Licensee shall obtain the prior written approval of Licensor of any other publication of the "Nocatee" Name, prior to any publication thereof by or for Licensee. Licensor's approval rights shall extend to the specific name or names with which the Name is associated by Licensee and the order, context or emphasis supplied as to such use, and the general look and appearance of the Name and the material and context in which the Name is used. If Licensor approves a particular usage or appearance of the "Nocatee" Name under this Agreement, then subsequent re-approval by Licensor shall not be required in the event Licensee wishes to use the name in the same manner in the future. In addition, without prior approval of Licensor, Licensee may publish or cause to be published (a) standard type (non-stylized) legal notices relating to the Nocatee Community Park or (b) any flyers promoting events at the Nocatee Community Park, provided the "Nocatee" Name is used in a style consistent with a style used by Licensor or otherwise previously approved by Licensor.

2.4 Approval Process. All requests for Licensor's approval under this Agreement shall be delivered by Licensee in writing to Portland Swan at 4314 Pablo Oaks Court, Jacksonville, Florida 32224 (telephone of (904) 992-9750 and email of pswan@parcgroup.net) or to such other person as Licensor may specify by written notice to Licensee. Any request for approval shall be sent by Federal Express or other nationally recognized overnight delivery service, hand delivery, U.S. Mail or by Email, and shall contain all materials for which Licensee is requesting approval for the use of the Name. Licensor shall have ten (10) business days after receipt of a written request for approval within which to approve or disapprove the request by written notice to Licensee. If Licensor does not approve a request, then Licensor shall provide Licensee with reasons for the disapproval and suggested improvements to the submittal that will bring the item to the standards established by Licensor for the Name. Response by Licensor by email to Licensee shall be sufficient and emails to Licensee may be sent by Licensor to the person representing Licensee who is requesting approval and the email address shall be included in the correspondence requesting approval from Licensee. Licensor shall not arbitrarily withhold its approval of a submission by Licensee, but the parties recognize that disapproval may be based upon purely aesthetic grounds determined in the discretion of Licensor.

2.5 Quality. Licensee shall operate the Property in a manner generally consistent with the image established by Licensor for the Name.

2.6 Remedies of Licensor. In the event that Licensee breaches this Agreement and fails to cure such default within thirty (30) days, or Licensee persistently breaches this Agreement (whether or not Licensor gives notice of default and whether or not Licensee cures defaults after notices), Licensor may cancel the license to use the Name granted by Section 2.1 of this Agreement by giving written notice to Licensee. In the event of such termination, Licensee shall immediately cease all use of the Name and deliver to Licensor, free of any charge to Licensor, all signs, labels, advertising or the like bearing the Name that are then in the possession of the Licensee. Licensor shall also have the right to specifically enforce the terms of this

Agreement and shall be entitled to damages, injunctive and other relief at law or in equity for breach of this Agreement by Licensee.

2.7 Assignment. This Agreement and the right of use granted hereby is personal to Licensee and Licensee shall not make any assignment or transfer of any rights granted by this Agreement or grant any sublicense hereunder without the express written consent of Licensor. Licensor's consent to any such assignment or sublicense may be withheld in its absolute and uncontrolled discretion. If Licensee conveys the Property or any portion thereof, then Licensor may terminate this Agreement by delivering written notice to Licensee.

2.8 Limitation. The Licensee agrees that nothing in this Agreement shall give the Licensee any right, title, or interest in the Name except the right to use the Name in accordance with the terms of this Agreement, that the Name is the sole property of the Licensor, and Licensee agrees to make no further or other use of the Name or any colorable imitations thereof, alone or in combination with any other word, words or designs, for any reason whatsoever, other than those specified in this Agreement. Licensee further agrees not to question or object to the validity of the Name, or of Licensor's right to the Name on any grounds whatsoever.

2.9 Royalty. The license granted herein shall be royalty free.

### III. MISCELLANEOUS.

3.1 No Joint Venture. Licensee agrees that it shall not represent to any person, or publish any statement or material which could be construed as a representation, that Licensor is a joint venturer with or guarantor of Licensee or that Licensor in any way warrants the quality of the Property or its operations associated with the Name. The relationship between the parties is not intended to be a joint venture or partnership and no party shall be agent of the other for any purpose. No party shall hold itself out as an agent, partner or joint venturer with the other against any claim of liability arising out of an asserted agency or partnership contrary to the provisions of this paragraph.

3.2 Indemnity. Licensee agrees to indemnify, defend and hold Licensor harmless from any claims, demands, lawsuits, damages, actions, causes of action, reasonable attorneys' fees or costs of litigation in the event that Licensor is sued or threatened to be sued as a result of the use of the Name by Licensee.

3.3 Other Infringers. Licensee agrees to notify Licensor of any unauthorized use of the Name by others as soon as such use comes to Licensee's attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Name.

3.4 Florida Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

3.5 Non-Exclusive License. It is understood that the license granted by this Agreement is non-exclusive and nothing in this Agreement shall be construed to prevent

Licensors from granting licenses to other persons for the use of the Name or from using the Name or permitting it to be used by others in any manner whatsoever.

3.6 Severability. If any provision of this Agreement is held invalid, all other provisions of this Agreement shall remain in full force and effect.

3.7 Notices. Except as otherwise set forth to the contrary in this Agreement, all notices shall be delivered or sent in writing to the respective addresses of the parties set forth in the first paragraph of this Agreement, or as the addresses may be changed from time to time by written notice given by a party to the other party.

3.8 Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations and representations (if any) made by and between such parties. This Agreement may not be modified except in writing, executed by all parties hereto.

3.9 Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

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

“LICENSOR”

Signed, sealed and delivered  
in the presence of:

**SONOC COMPANY, LLC,**  
a Delaware limited liability company

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

[CORPORATE SEAL]

“LICENSEE”

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

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

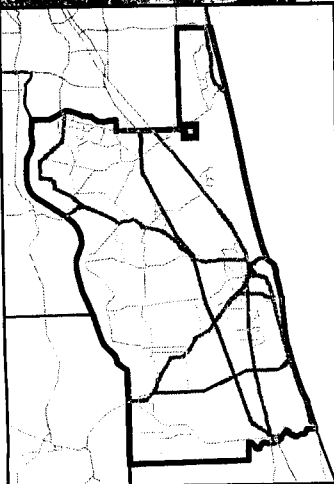
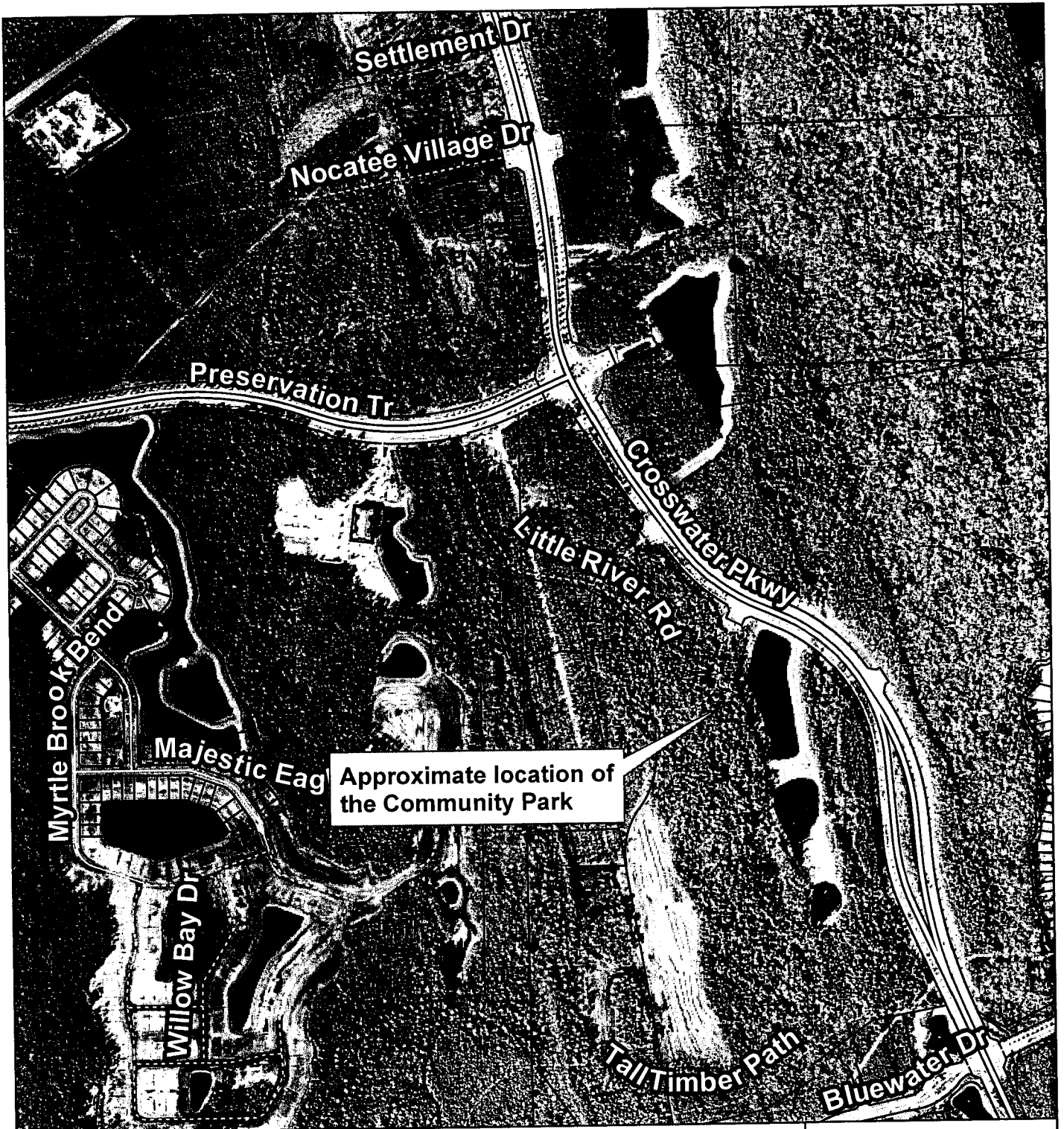
By: \_\_\_\_\_

Name: Michael D. Wanchick

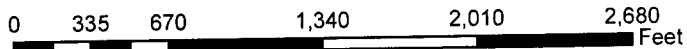
\_\_\_\_\_  
(Print Name \_\_\_\_\_)

Title: County Administrator

[CORPORATE SEAL]



## Community Park donation



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
June 10, 2009  
(904) 209-0788



**DISCLAIMER.**  
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.