

RESOLUTION NO. 2013- 217

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A DEED OF DEDICATION FOR RIGHT-OF-WAY, EASEMENT FOR UTILITIES AND TEMPORARY CONSTRUCTION EASEMENT IN CONNECTION WITH THE PROPOSED SILVER CREEK ASSISTED LIVING FACILITY ON STATE ROAD 207.**

**RECITALS**

**WHEREAS**, JDB, LLC, a Florida limited liability company, has executed and presented a Deed of Dedication for Right-of-Way, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, to be held in escrow until the infrastructure has been constructed and the adjacent owner and the County have accepted the infrastructure within the right-of-way. The conveyance is required pursuant the terms of Section 8 of the Developer's Agreement between St. Johns County and Silver Creek, LLLP, approved by Resolution 2013-70; and

**WHEREAS**, JDB, LLC has also executed and presented an Easement for Utilities and Temporary Construction Easement, attached hereto as Exhibit "B and C," incorporated by reference and made a part hereof.

**WHEREAS**, the Temporary Construction Easement is required for the construction and installation of the infrastructure within the Right-of-Way. The Easement for Utilities is required for installation of the utility lines along State Road 207 to serve the facility; and

**WHEREAS**, the County applied for and received a grant in the amount of \$750,000 from the Florida Department of Economic Opportunity for Community Development Block Grant Program Assistance to help pay for construction of the infrastructure from State Road 207 to the proposed Silver Creek Assisted Living Facility. The Developer is required to pay any additional costs for the construction per the terms of the Developer's Agreement.

**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 Deed of Dedication, Easement for Utilities and Temporary Construction Easement are hereby accepted.

Section 3. To the extent that there are scrivener's, 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.

Section 4. The Clerk of Circuit Court is instructed to file the original Deed of Dedication to be held in escrow with the County Attorney until the terms of the Developer's Agreement have been met and record the Easement for Utilities and Temporary Construction Easement in the Public Records of St. Johns County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, this 1<sup>st</sup> day of October, 2013.

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

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

**John H. Morris, Chair**

Attest: Cheryl Strickland, Clerk of Court

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

**Deputy Clerk**

RENDITION DATE 10/3/13

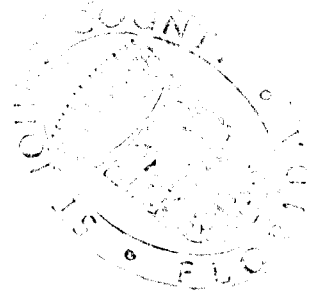


Exhibit "A" to Resolution

Prepared by and Return to:  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

**DEED OF DEDICATION  
RIGHT-OF-WAY  
WITH REVERTER CLAUSE**

**THIS INDENTURE** is made this 11<sup>th</sup> day of September, 2013 (the "Effective Date"), between, **JDB, LLC**, a Florida limited liability company, whose address is 200 West Forsyth Street, 7<sup>th</sup> Floor, Jacksonville, Florida 32202 ("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 ("Grantee").

**WITNESSETH:** that for and in consideration of the acceptance of this Deed of Dedication Dedication by the Grantee, said Grantor does hereby give, grant, dedicate and convey to Grantee, its successors and assigns, the following described land, situate in St. Johns County, Florida, to wit:

**THAT CERTAIN REAL PROPERTY AS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (the "PROPERTY").**

**TO HAVE AND TO HOLD** the same unto Grantee, its successors and assigns, in fee simple for the construction of and use as a public road, including therein the right to construct, maintain, operate, repair and replace, either above or below the surface of the ground, electric light and power, water, sewer and drainage lines and other public utilities.

**AND** Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances, subject, however, to taxes accruing subsequent to December 31, 2012, and to all covenants, restrictions and easement of record, if any; however this reference hereto shall not operate to reimpose same.

**AND** Grantee hereby accepts this Deed of Dedication subject to a restrictive covenant requiring the prior written approval of Grantor, its successors and assigns for any signage to be constructed on the Property that differs from the signage specifications as provided in the Silver Creek PUD Master Development Plan, adopted by County Ordinance 2011-42 and recorded on December 22, 2011, in Official Records Book 3507, Page 704 of the Public Records of St. Johns County, Florida. This restriction is intended to run with the land and to inure to the benefit of, and be binding upon, the successors and assigns of Grantor and Grantee.

AND FURTHER that if Grantee, its successors or assigns, do not construct a public road and public water and sewer utilities that serve, at minimum, lands owned by Grantor adjacent to the Property, as set forth more fully in that certain Development Agreement between Grantee and Silver Creek, LLLP, dated April 2, 2013, within the Property by March 9, 2015, title to the Property shall revert to and vest in Grantor.

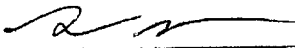
Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.


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


Signed and Sealed  
in Our Presence:

GRANTOR:

JDB, LLC,  
a Florida limited liability company

  
Print Witness Name: MATT MCNULTY


By:   
Print Name: John D. Baker II  
Its: President


  
Print Witness Name: James B. Porter

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2013, by John D. Baker II as Pres. of JDB, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced \_\_\_\_\_ as identification.

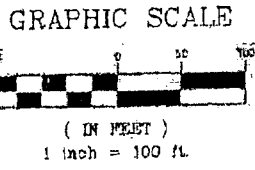
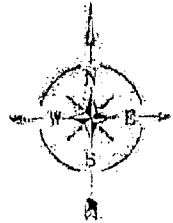
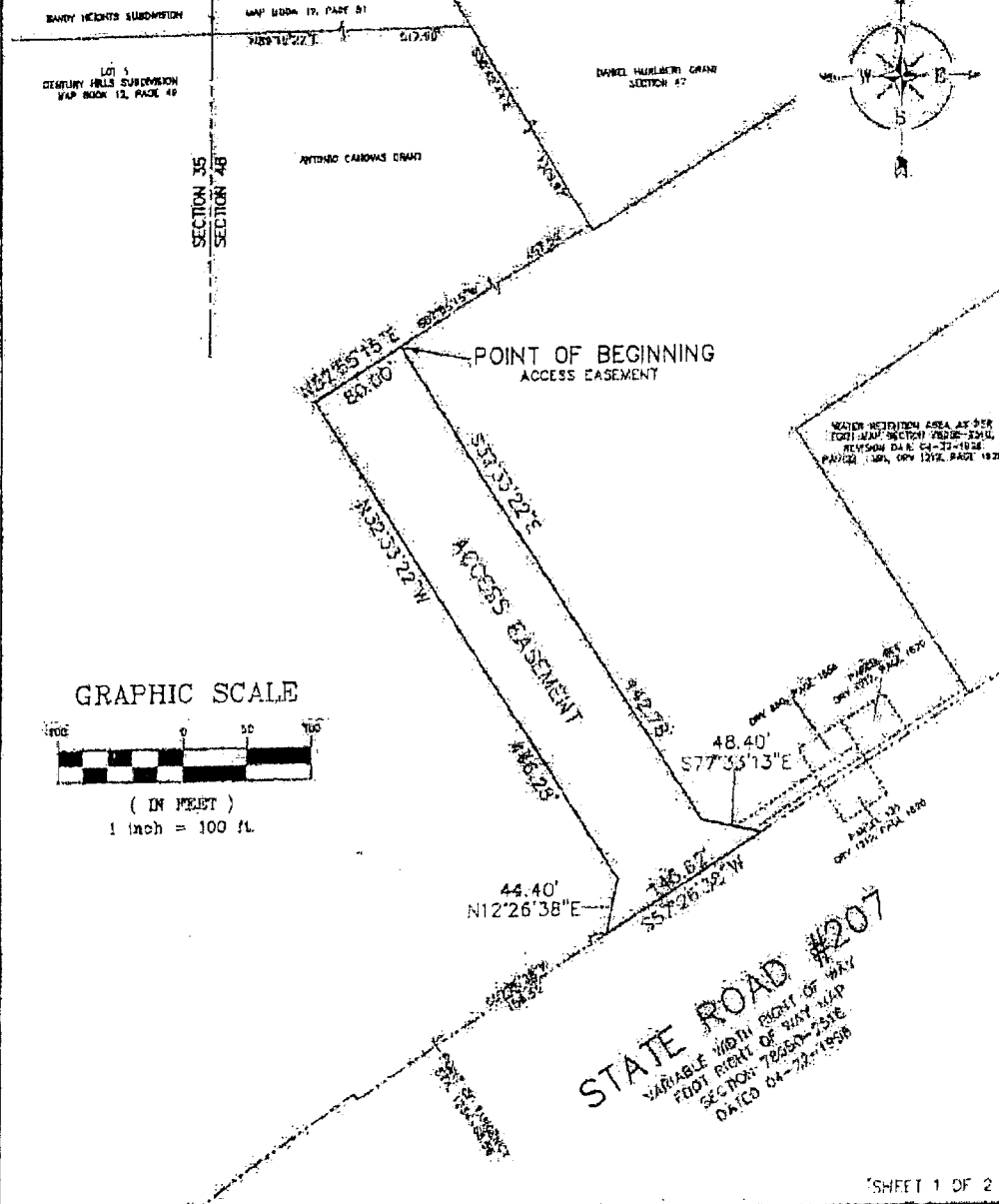
NOTARY PUBLIC STATE OF FLORIDA  
 James B. Porter  
Commission #DD948793  
Expires: DEC. 27, 2013  
BONDED THROUGH ATLANTIC BONDING CO., INC.

  
Notary Public, State of Florida  
Printed Name: James B. Porter  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

# MAP SHOWING SURVEY OF

A PART OF THE ANTONIO CANOVAS GRANT, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA. LEGAL DESCRIPTION MORE PARTICULARLY DESCRIBED ON SHEET 2 OF 2.

## POINT OF REFERENCE ACCESS EASEMENT



**STATE ROAD #207**  
 VARIABLE WIDTH RIGHT OF WAY  
 FOOT RIGHT OF WAY MAP  
 SECTION 78&80-75'E  
 DATUM 04-22-1958

SHEET 1 OF 2

### CHARLES BASSETT & ASSOCIATES, INC.

SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10048 - FLEMING ISLAND, FLORIDA, 32008 - PHONE (904) 215-0707 - FAX (904) 215-0711

I HEREBY CERTIFY THAT THIS MAP PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61017-8, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

CHARLES H. BASSETT JR., REGISTERED LAND SURVEYOR FLA. NO. 4591  
 GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4716  
 LICENSEE BUSINESS NUMBER: 0698

SURVEYED NOVEMBER 05, 2012

BEARING DATUM BASED ON A BEARING OF SOUTH 57°26'38\"

FIELD BOOK NO.: N/A PAGE(S) N/A LEGAL NOT APPLICABLE WORK ORDER NO.: 07-04-18  
 COMPUTER FILE NAME 020418 CSMT MAPS.DWG SCALE: 1" = 100' FILE NO.: 1-6634-ACCESS

EXHIBIT "A"

## MAP SHOWING SURVEY OF

### ACCESS EASEMENT

A PART OF THE ANTONIO CANOVAS GRANT, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID ANTONIO GRANT, BEING ALSO THE NORTHEAST CORNER OF CENTURY HILLS, AS RECORDED IN MAP BOOK 12, PAGE 49 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE NORTH 89°15'22" EAST ALONG THE NORTH LINE OF SAID GRANT, BEING ALSO THE SOUTH LINE OF SANDY HEIGHTS, AS RECORDED IN MAP BOOK 12, PAGE 51 OF SAID COUNTY, A DISTANCE OF 517.95 FEET TO THE SOUTHEAST CORNER OF SAID SANDY HEIGHTS; THENCE SOUTH 30°42'44" EAST ALONG THE BLAZED PROPERTY LINE OCCUPIED BY THE ST. REGIS COMPANY AND SAID PROPERTY LINE ALSO BEING THE INTENT OF THE WEST LINE OF THE DANIEL HURLBERT GRANT, SECTION 47, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1308.97 FEET; THENCE SOUTH 57°55'15" WEST, A DISTANCE OF 457.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°33'22" EAST, A DISTANCE OF 442.78 FEET; THENCE SOUTH 77°33'13" EAST, A DISTANCE OF 48.40 FEET TO THE FEET TO THE INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207 (A VARYING WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78050-2516, DATED 04/22/1996); THENCE SOUTH 57°26'38" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 145.62 FEET; THENCE NORTH 12°26'38" EAST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 44.40 FEET; THENCE NORTH 32°33'22" WEST, A DISTANCE OF 446.28 FEET; THENCE NORTH 57°55'15" EAST, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING

CERTIFIED TO:  
MONTGOMERY LAND COMPANY  
JOB, LLC  
SILVER CREEK, LLLP

ABBREVIATION	DEFINITION
ORV	OFFICIAL RECORDS VOLUME
FDDT	FLORIDA DEPARTMENT OF TRANSPORTATION

### GENERAL NOTES

1. THIS MAP DOES NOT PURPORT TO BE BOUNDARY SURVEY.
2. THIS SURVEY MAP DOES NOT REFLECT OWNERSHIP.
3. UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.
4. THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000.
5. ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.
7. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL.
8. NO TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY HAVE BEEN PROVIDED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
9. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF SURVEYOR.
10. SEE BOUNDARY SURVEY PREPARED BY CHARLES BASSETT & ASSOCIATES, INC. FILE # S-5715-T. DATED 11-17-2000.

SHEET 2 OF 2

## CHARLES BASSETT & ASSOCIATES, INC.

SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10046 - FLEMING ISLAND, FLORIDA, 32006 - PHONE (904) 215-0707 - FAX (904) 215-0711

I HEREBY CERTIFY THAT THIS PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61C17-6, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

SURVEYED NOVEMBER 05, 2012

*Charles H. Bassett Jr.*  
CHARLES H. BASSETT JR., REGISTERED LAND SURVEYOR FLA. NO. 4181  
GIL G. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718  
LICENSED BUSINESS NUMBER 6122

BEARING DATUM BASED ON A BEARING OF SOUTH 57°26'38" WEST ALONG THE NORTHERLY R/W OF STATE ROAD #207

FIELD BOOK NO.: <u>N/A</u>	PAGE(S): <u>N/A</u>	LEGAL: <u>NOT APPLICABLE</u>	WORK ORDER NO.: <u>02-04-18</u>
COMPUTER FILE NAME: <u>020418 ESMT MAPS.DWG</u>	SCALE: <u>1" = 100'</u>	FILE NO.: <u>1-5634-ACCESS</u>	

Exhibit "B" to Resolution

Prepared by and Return to:  
James B. Porter, Esquire  
Smith, Gambrell & Russell, LLP  
50 North Laura Street, Suite 2600  
Jacksonville, Florida 32202

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 11<sup>th</sup> day of September, 2013 by **JDB, LLC**, a Florida limited liability company, with an address of 200 West Forsyth Street, 7<sup>th</sup> Floor, Jacksonville, Florida 32202, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system & sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over, under and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement Area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove

telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the Utility Lines and Associated Equipment located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. (a) WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; the Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.



4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

JDB, LLC,  
a Florida limited liability company

[Signature]  
Witness

By: [Signature]  
Its: President

James B. Porter  
Print Name

[Signature]  
Witness

MATT McNUITY  
Print Name

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2013 by John D. Baker II, as President of JDB, LLC, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
James B. Porter  
Commission #DD948793  
Expires: DEC. 27, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

# MAP SHOWING SURVEY OF

A PART OF THE ANTONIO CANOVAS GRANT, SECTION 4B, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA. LEGAL DESCRIPTION MORE PARTICULARLY DESCRIBED ON SHEET 2 OF 2.

POINT OF REFERENCE  
TO FOOT UTILITY EASEMENT

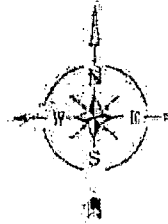
GANDY HEIGHTS SUBDIVISION MAP BOOK 12, PAGE 61

LOT 1  
CENTURY HILLS  
SUBDIVISION  
MAP BOOK 12, PAGE 49

SECTION 35  
SECTION 4B

ANTONIO CANOVAS GRANT

DANIEL HAMILTON GRANT  
SECTION 47



GRAPHIC SCALE



( IN FEET )

1 inch = 100 ft.

STATE ROAD #207  
VARIABLE WIDTH RIGHT OF WAY  
FOOT RIGHT OF WAY  
SECTION 78050-7516  
DATED 04-22-1998

POINT OF BEGINNING  
PROPOSED  
TO FOOT UTILITY EASEMENT

SHEET 1 OF 2

## CHARLES BASSETT & ASSOCIATES, INC. SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10048 - PLEWING ISLAND, FLORIDA, 32008 - PHONE (904) 215-0707 - FAX (904) 215-0711

I HEREBY CERTIFY THAT THIS MAP PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 81G17-8, F.L.A. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

SURVEYED NOVEMBER 05, 2012

CHARLES R. BASSETT JR., REGISTERED LAND SURVEYOR FLA. NO. 4581  
DIL. G. HOWARTH, REGISTERED LAND SURVEYOR FLA. NO. 4710  
LICENSED BUSINESS NUMBER 8828

BEARING DATUM BASED ON A BEARING OF SOUTH 67°28'38" WEST, ALONG THE NORTHERLY R/W OF STATE ROAD #207.

FIELD BOOK NO.: N/A PAGE(S): N/A LEGAL: NOT APPLICABLE WORK ORDER NO.: 02-04-18

COMPUTER FILE NAME: 020418 ESMT MAPS.DWG SCALE: 1" = 100' FILE NO.: L-6634-UTIL

EXHIBIT "A"

## MAP SHOWING SURVEY OF

### 10 FOOT UTILITY EASEMENT

A PART OF THE ANTONIO CANOVAS GRANT, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID ANTONIO GRANT, BEING ALSO THE NORTHEAST CORNER OF CENTURY HILLS, AS RECORDED IN MAP BOOK 12, PAGE 49 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE NORTH 89°15'22" EAST ALONG THE NORTH LINE OF SAID GRANT, BEING ALSO THE SOUTH LINE OF SANDY HEIGHTS, AS RECORDED IN MAP BOOK 12, PAGE 51 OF SAID COUNTY, A DISTANCE OF 517.96 FEET TO THE SOUTHEAST CORNER OF SAID SANDY HEIGHTS; THENCE SOUTH 30°42'44" EAST ALONG THE BLAZED PROPERTY LINE OCCUPIED BY THE ST. REGIS COMPANY AND SAID PROPERTY LINE ALSO BEING THE INTENT OF THE WEST LINE OF THE DANIEL HURLBERT GRANT, SECTION 47, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1309.97 FEET; THENCE SOUTH 57°55'15" WEST, A DISTANCE OF 457.50 FEET; THENCE SOUTH 32°33'22" EAST, A DISTANCE OF 442.78 FEET; THENCE SOUTH 77°33'13" EAST, A DISTANCE OF 27.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 57°26'38" EAST, ALONG A LINE 15.00 FEET NORTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 207, SECTION 78050-2516, DATED 4-22-96, A DISTANCE OF 114.04 FEET; THENCE SOUTH 32°33'22" EAST, 10.00 FEET; THENCE SOUTH 57°26'38" WEST, ALONG A LINE 5.00 FEET NORTHWESTERLY AND PARALLEL WITH SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 104.04 FEET; THENCE NORTH 77°33'13" WEST, A DISTANCE OF 14.15 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:  
MONTGOMERY LAND COMPANY  
JDB, LLC  
SILVER CREEK, LLLP

ABBREVIATION	DEFINITION
DRY	OFFICIAL RECORDS VOLUME
FOOT	FLORIDA DEPARTMENT OF TRANSPORTATION

### GENERAL NOTES

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2. THIS SURVEY MAP DOES NOT REFLECT OWNERSHIP.
3. UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.
4. THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000.
5. ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.
7. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL.
8. NO TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY HAVE BEEN PROVIDED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
9. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED FOR THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF SURVEYOR.
10. SEE BOUNDARY SURVEY PREPARED BY CHARLES BASSETT & ASSOCIATES, INC., FILE # S-3715-1, DATED 11-17-2000.

SHEET 2 OF 2

## CHARLES BASSETT & ASSOCIATES, INC.

SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10046 - FLEMING ISLAND, FLORIDA, 32008 - PHONE (904) 215-0707 - FAX (904) 215-0711

I HEREBY CERTIFY THAT THIS PERFORMED UNDER MY RESPONSIBLE DIRECTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61D17-5, F.A. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

SURVEYED NOVEMBER 05, 2012

*[Signature]*  
CHARLES R. BASSETT JR., REGISTERED LAND SURVEYOR FLA. NO. 4591  
GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718  
LICENSED BUSINESS NUMBER 8828

HEARING DATUM BASED ON A BEARING OF SOUTH 57°26'38" WEST ALONG THE NORTHERLY R/W OF STATE ROAD #207

FIELD BOOK NO. N/A PAGE(S) N/A LEGAL: NOT APPLICABLE WORK ORDER NO. 02-01-18  
COMPUTER FILE NAME: 020418 ESMT MAPS.DWG SCALE: 1" = 100' FILE NO.: 1-6034-111

Exhibit "C" to Resolution

Prepared by and Return To:  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT** is made this 11<sup>th</sup> day of September, 2013, by and between **JDB, LLC**, a Florida limited liability company, whose address is 200 West Forsyth Street, 7<sup>th</sup> Floor, Jacksonville, Florida 32202 ("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 ("Grantee").

**WITNESSETH**, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby gives, grants, bargains and releases to the Grantee, a non-exclusive Temporary Construction Easement to enter upon and use the Grantor's property located in St. Johns County, Florida, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE (the "Property").**

It is understood and agreed by the parties hereto that the rights granted herein shall terminate when the Grantee, its successors or assigns, completes construction of an access road and installation of water and sewer lines within the Property, but in no event shall this Temporary Construction Easement extend beyond March 9, 2015. In any event, the Grantee will return the Property to its original or better condition when the construction project is complete.

Grantee covenants and agrees to defend, protect, indemnify and hold harmless Grantor, its officers, directors and other representatives ("Indemnitees") from and against all claims, including any actions or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees and costs of suit) arising from or as a result of the injury to or death of any person, or damage to the property of any person which shall occur as a result of the exercise of the use rights herein granted except for claims caused by the negligence or willful act or omission of the Indemnitees, their agents, servants or employees.

In the event that any claim of lien is filed against the Property arising from any act of the Grantee or its employees, agents, contractors or other representatives, Grantee shall promptly have such claim of lien canceled and discharged of record as a claim against the Property (either by payment and satisfaction or by removal by transfer to bond or deposit as permitted by law) within thirty (30) days after Grantee receives notice of the filing of such claim of lien.

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

Signed, sealed and delivered in  
Our presence as Witnesses:

GRANTOR:

JDB, LLC, a Florida limited liability company

[Signature]  
Print Witness Name: MATT MCNULTY

By: [Signature]  
Print Name: John D Baker II  
Title: President

[Signature]  
Print Witness Name: James B. Porter

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2013, by John D. Baker II as President of JDB, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me, or has produced \_\_\_\_\_ as identification.

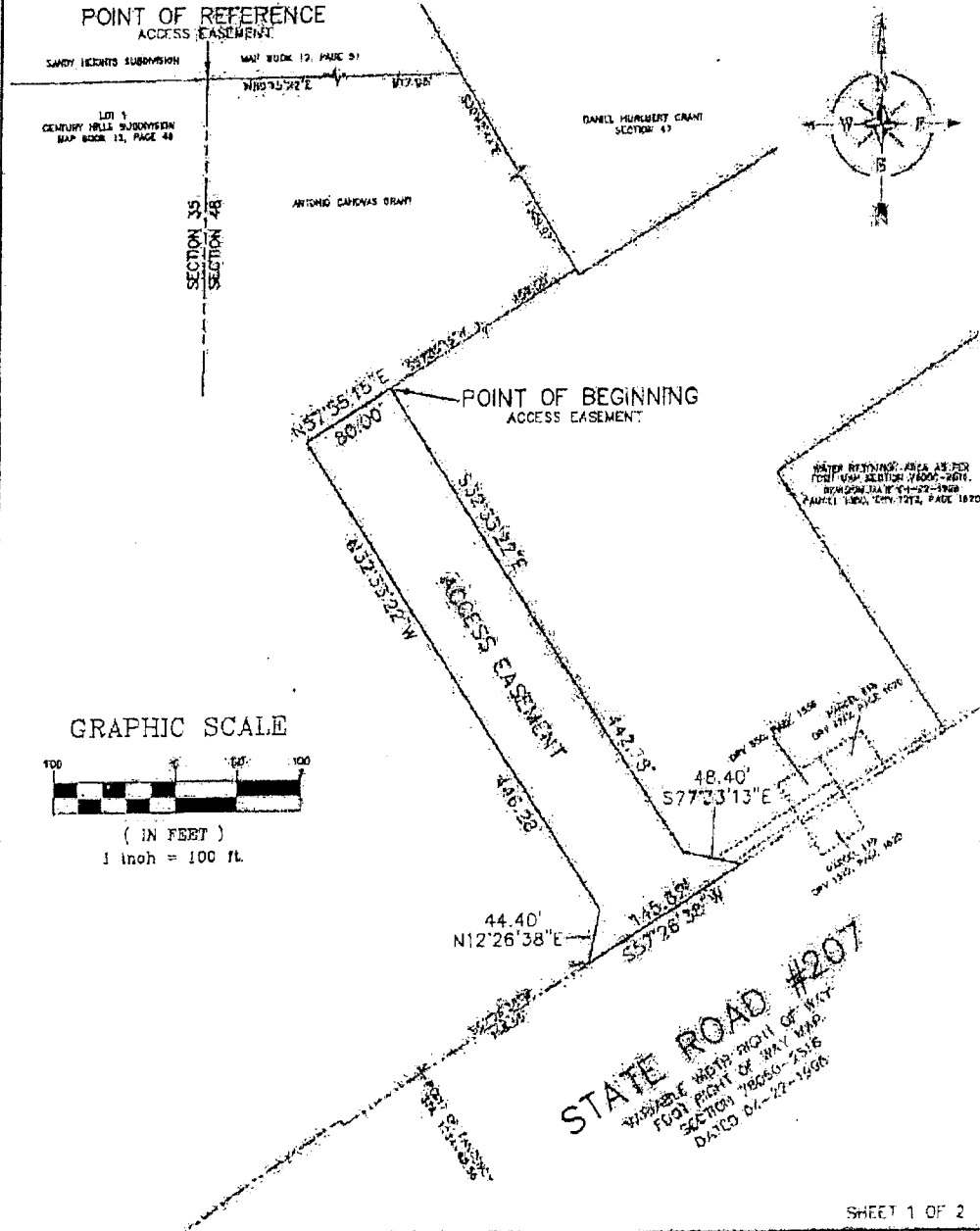
NOTARY PUBLIC-STATE OF FLORIDA  
James B. Porter  
Commission # DD948793  
Expires: DEC. 27, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]  
Notary Public, State of Florida  
Printed Name: James B. Porter  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

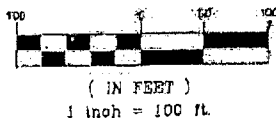
# MAP SHOWING SURVEY OF

A PART OF THE ANTONIO CANOVAS GRANT, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA. LEGAL DESCRIPTION MORE PARTICULARLY DESCRIBED ON SHEET 2 OF 2.

POINT OF REFERENCE  
ACCESS EASEMENT



GRAPHIC SCALE



**STATE ROAD #207**  
 WIDENING PROJECT RIGHT OF WAY  
 FIRST RIGHT OF WAY MAP  
 SECTION 110000-2016  
 DATED 07-27-1998

SHEET 1 OF 2

## CHARLES BASSETT & ASSOCIATES, INC.

SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10048 - FLEMING ISLAND, FLORIDA, 32006 - PHONE (904) 215-0707 - FAX (904) 215-0711

I HEREBY CERTIFY THAT THIS MAP PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61G17-8, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

SURVEYED NOVEMBER 05, 2012

*Charles R. Bassett Jr.*  
 CHARLES R. BASSETT JR., REGISTERED LAND SURVEYOR FLA. NO. 4591  
 DR. D. HOWART, REGISTERED LAND SURVEYOR FLA. NO. 4715  
 LICENSED SURVEYORS PARTNERSHIP

BEARING DATUM BASED ON A BEARING OF SOUTH 57°26'38" WEST ALONG THE NORTHERLY R/W OF STATE ROAD #207

FIELD BOOK NO.: N/A PAGE(S): N/A LEGAL: NOT APPLICABLE WORK ORDER NO.: 02-04-18  
 COMPUTER FILE NAME: 020418 ESMT MAPS.DWG SCALE: 1" = 100' FILE NO.: L-6834-ACCESS

# MAP SHOWING SURVEY OF

## ACCESS EASEMENT

A PART OF THE ANTONIO CANOVAS GRANT, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID ANTONIO GRANT, BEING ALSO THE NORTHEAST CORNER OF CENTURY HILLS, AS RECORDED IN MAP BOOK 12, PAGE 49 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE NORTH 89°15'22" EAST ALONG THE NORTH LINE OF SAID GRANT, BEING ALSO THE SOUTH LINE OF SANDY HEIGHTS, AS RECORDED IN MAP BOOK 12, PAGE 51 OF SAID COUNTY, A DISTANCE OF 517.96 FEET TO THE SOUTHEAST CORNER OF SAID SANDY HEIGHTS; THENCE SOUTH 30°42'44" EAST ALONG THE BLAZED PROPERTY LINE OCCUPIED BY THE ST. REGIS COMPANY AND SAID PROPERTY LINE ALSO BEING THE INTENT OF THE WEST LINE OF THE DANIEL HURLBERT GRANT, SECTION 47, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1309.97 FEET; THENCE SOUTH 57°55'15" WEST, A DISTANCE OF 457.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°33'22" EAST, A DISTANCE OF 442.78 FEET; THENCE SOUTH 77°33'13" EAST, A DISTANCE OF 48.40 FEET TO THE FEET TO THE INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207 (A VARYING WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78050-2516, DATED 04/22/1996); THENCE SOUTH 57°26'38" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 145.62 FEET; THENCE NORTH 12°26'38" EAST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 44.40 FEET; THENCE NORTH 32°33'22" WEST, A DISTANCE OF 446.25 FEET; THENCE NORTH 57°55'15" EAST, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING

CERTIFIED TO:  
 MONTGOMERY LAND COMPANY  
 JDB, LLC  
 SILVER CREEK, LLLP

<u>ABBREVIATION</u>	<u>DEFINITION</u>
ORV	OFFICIAL RECORDS VOLUME
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION

### GENERAL NOTES

1. THIS MAP DOES NOT PURPORT TO BE BOUNDARY SURVEY.
2. THIS SURVEY MAP DOES NOT REFLECT OWNERSHIP.
3. UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.
4. THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000.
5. ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.
7. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL.
8. NO TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY HAVE BEEN PROVIDED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
9. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF SURVEYOR.
10. SEE BOUNDARY SURVEY PREPARED BY CHARLES BASSETT & ASSOCIATES, INC., FILE # S-5715-T, DATED 11-17-2000.

SHEET 2 OF 2

## CHARLES BASSETT & ASSOCIATES, INC.

SURVEYORS - MAPPERS - LAND PLANNERS

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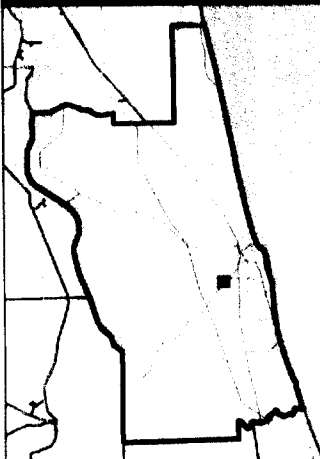
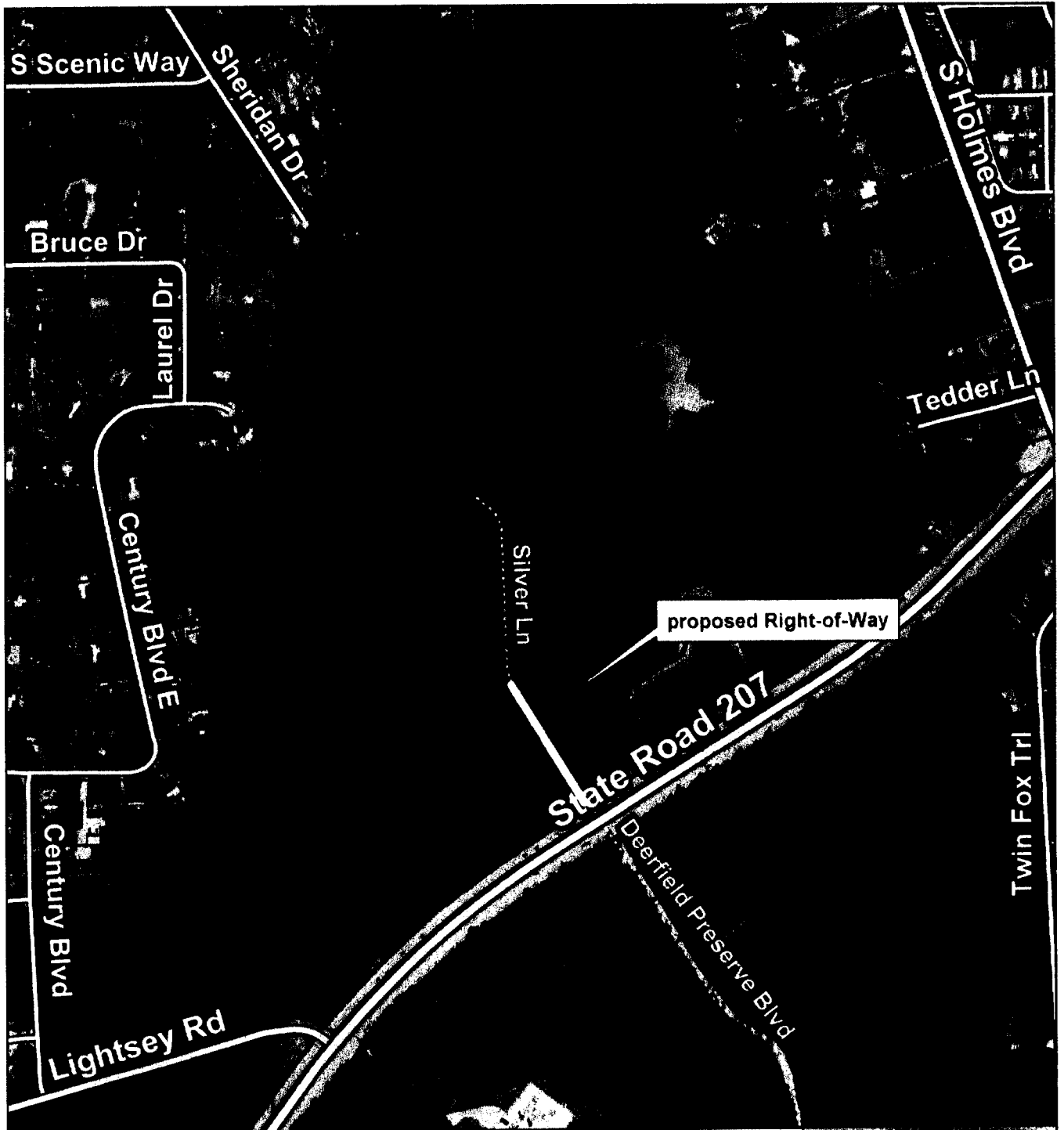
I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61G17-6, F.L.A. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

SURVEYED NOVEMBER 05, 2012

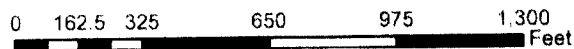
*Charles R. Bassett, Jr.*  
 CHARLES R. BASSETT, JR., REGISTERED LAND SURVEYOR (FLA. NO. 4591)  
 CL. D. HOWATT, REGISTERED LAND SURVEYOR (FLA. NO. 6715)  
 LICENSED BUSINESS TRADER #025

BEARING DATUM BASED ON A BEARING OF SOUTH 57°26'38" WEST ALONG THE NORTHERLY R/W OF STATE ROAD #207

FIELD BOOK NO.: N/A PAGE(S) N/A LEGAL: NOT APPLICABLE WORK ORDER NO.: 02-06-18  
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## Silver Creek Deed of Dedication for Right-of-Way



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
Date: September 3, 2013  
(904) 209-0788

**2008 Aerial Imagery**

**DISCLAIMER**  
This map is for informational purposes only. Data provided is derived from various sources and may vary from actual conditions.