

RESOLUTION NO. 2015- 93

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A TEMPORARY GRANT OF EASEMENT FOR DRAINAGE PURPOSES LOCATED IN THE PROPOSED PLAT OF DEERFIELD PRESERVE PHASE 1, FOR PUBLIC SAFETY PURPOSES UNTIL THE SUBDIVISION IS PLATTED AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE EASEMENT.

RECITALS

WHEREAS, D.R. Horton, Inc. – Jacksonville, a Delaware corporation, (“Developer”) has submitted to St. Johns County (“County”) a proposed plat of a single family subdivision to be known as Deerfield Preserve Phase 1 (the “Subdivision”); and

WHEREAS, Developer owns additional lands adjacent to the proposed Subdivision which Developer plans to plat into additional phases of Deerfield Preserve in the future; and

WHEREAS, until the proposed Subdivision is platted, the County has determined that public safety considerations require the Temporary Drainage Easement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, the easement for drainage will no longer be necessary once the additional land adjacent to the Subdivision is platted.

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.

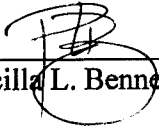
Section 2. The Board of County Commissioners hereby accepts the Temporary Drainage Easement attached hereto and authorizes the County Administrator, or designee, to execute said Easement.

Section 3. The Clerk is instructed to record the original Temporary Drainage Easement in the public records of St. Johns County, Florida.

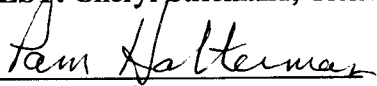
Section 4. To the extent that there are typographical, scrivener's and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of April, 2015.

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

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 4/23/15

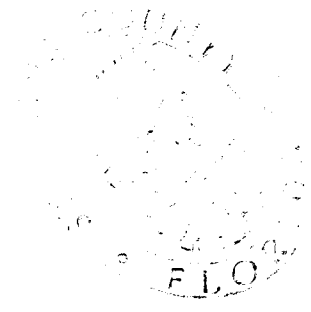


Exhibit "A" to Resolution

Record and Return to:
Mark C. Dearing, Esquire
9456 Philips Highway, Suite 1
Jacksonville, FL 32256

TEMPORARY GRANT OF EASEMENT
(Drainage)

THIS TEMPORARY GRANT OF EASEMENT, is made this _____ day of _____ 20___, between **D. R. Horton, Inc. - Jacksonville**, a Delaware corporation, whose address is 9456 Philips Highway, Suite 1, Jacksonville, Florida 32256 ("*Grantor*"), and **St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085 ("*Grantee*").

RECITALS:

- A. Grantor is the owner of a tract of land more particularly described in Exhibit "A", attached hereto and made a part hereof (the "*Easement Parcel*"); and
- B. Grantor wishes to grant, and Grantee wishes to receive an easement over and across the Easement Parcel, for the purposes more particularly provided herein.

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a temporary, nonexclusive easement for the construction, installation, use, maintenance, repair and removal of underground drainage lines and related facilities over, under, above and across the Easement Parcel.
2. Use and Limitations. Exclusive use of the Easement Parcel is not hereby granted.
3. Termination of Easement. This Easement shall automatically terminate and be of no further force or effect when a plat, which includes the Easement Parcel, is recorded by Grantor in the public records of St. Johns County, Florida. Such termination shall be self-executing and no further instrument(s) shall be required in order to evidence the termination of this Easement.
4. Enforcement; Attorneys' Fees. In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

5. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Contract.

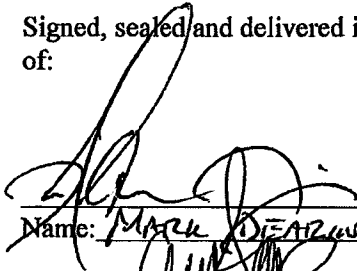
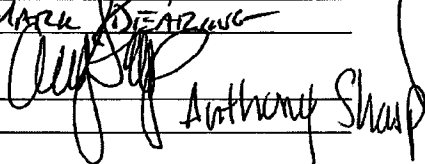
6. Notice. All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address aforementioned, or (iii) when deposited with any nationally recognized overnight delivery service for next day delivery, addressed to the appropriate party. Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

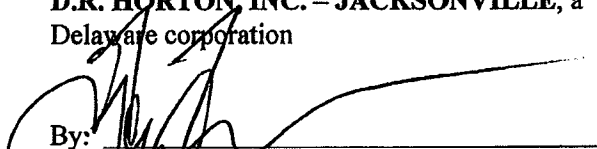
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year first above written.

Signed, sealed and delivered in the presence of:

"Grantor"
D.R. HORTON, INC. - JACKSONVILLE, a
Delaware corporation


Name: MARK DEARING

Name: Anthony Sharp

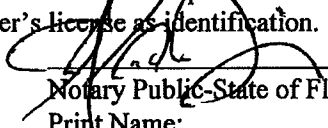
By: 
Print: JOHN E. ZAKOSKE
Its: VICE PRESIDENT
Date: 3/6/2015

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of MARCH, 2015, by JOHN E. ZAKOSKE, as VICE PRESIDENT of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the corporation. He (check one) is personally known to me or has produced a valid driver's license as identification.

(NOTARIAL SEAL)


Notary Public - State of Florida
Print Name: _____
My Commission Expires: _____



MARK C DEARING
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF081868
Expires 2/11/2018

[SIGNATURES CONTINUED ON NEXT PAGE]

"Grantee"
St. Johns County, Florida

Name: _____

By: _____

Name: Michael D. Wanchick

Its: County Administrator

Name: _____

Date: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this ____ day of _____, 200 15, by Michael Wanchick as County Admn. of St. Johns County, on behalf of the County. He/she (check one) is personally known to me or has produced a valid driver's license as identification.

(NOTARIAL SEAL)

Notary Public-State of Florida
Print Name: _____
My Commission Expires: _____

Exhibit "A" to Easement

JANUARY 16, 2015

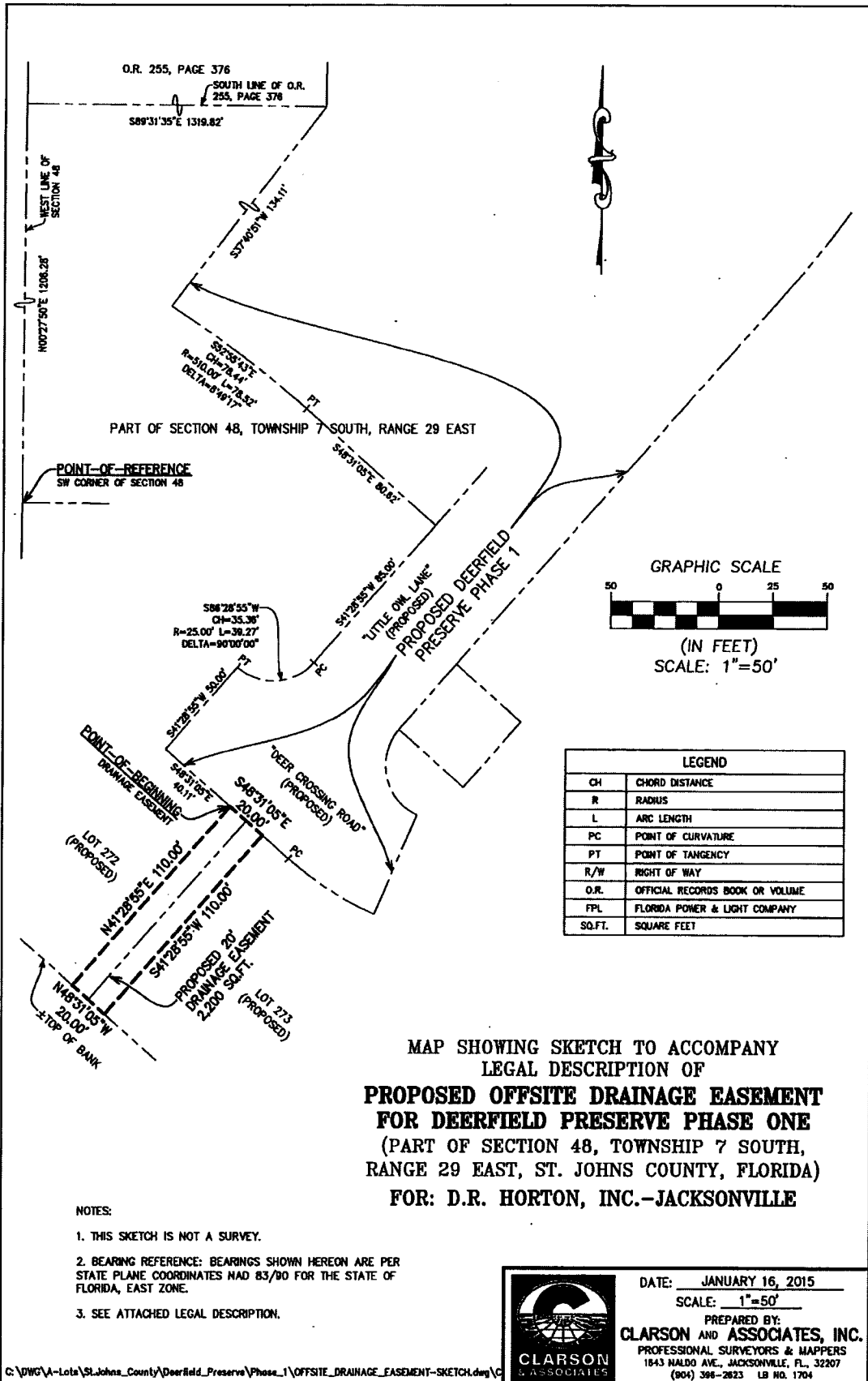
**OFF-SITE DRAINAGE EASEMENT FOR DEERFIELD PRESERVE PHASE ONE
(BETWEEN PROPOSED LOTS 272 & 273)**

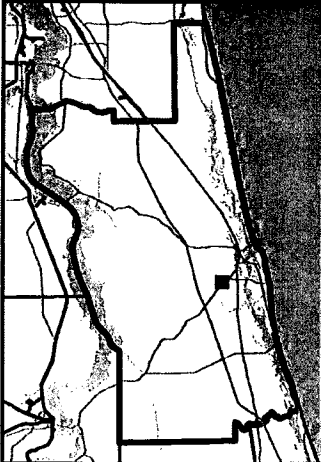
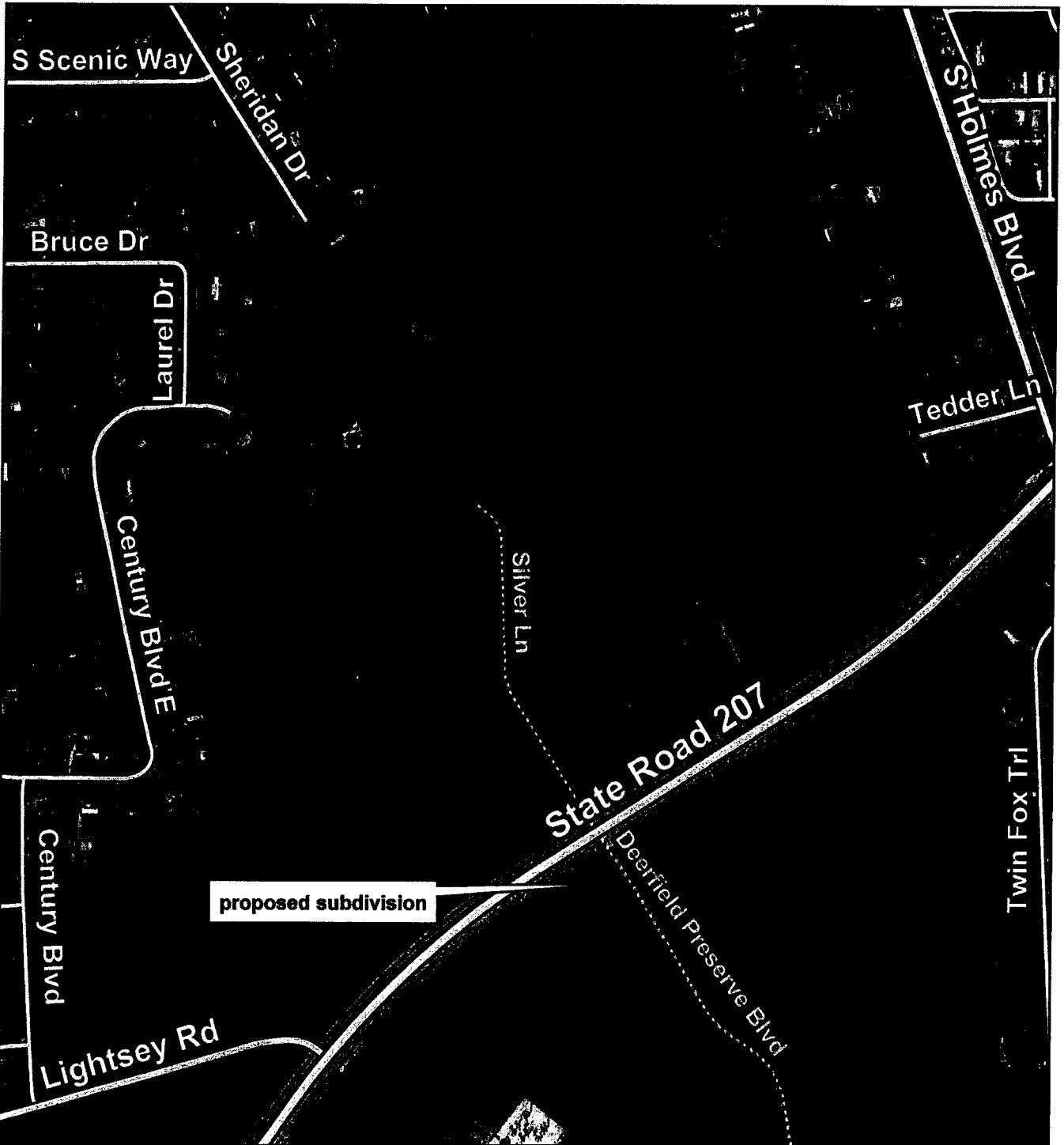
THAT PORTION OF SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 48 AND RUN NORTH $00^{\circ} 27' 50''$ EAST, ALONG THE WESTERLY LINE OF SAID SECTION 48, A DISTANCE OF 1,206.28 FEET TO THE SOUTHWESTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 255, PAGE 376; THENCE SOUTH $89^{\circ} 31' 35''$ EAST, ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 255, PAGE 376, A DISTANCE OF 1,319.82 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE SOUTH $37^{\circ} 40' 51''$ WEST, 134.11 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 510.00 FEET, AN ARC DISTANCE OF 78.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $52^{\circ} 55' 43''$ EAST, 78.44 FEET; THENCE SOUTH $48^{\circ} 31' 05''$ EAST, 80.62 FEET; THENCE SOUTH $41^{\circ} 28' 55''$ WEST, 85.00 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $86^{\circ} 28' 55''$ WEST, 35.36 FEET; THENCE SOUTH $41^{\circ} 28' 55''$ WEST, 50.00 FEET; THENCE SOUTH $48^{\circ} 31' 05''$ EAST, 40.11 FEET TO THE POINT OF BEGINNING.

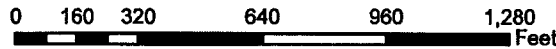
FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH $48^{\circ} 31' 05''$ EAST, 20.00 FEET; THENCE SOUTH $41^{\circ} 28' 55''$ WEST, 110.00 FEET; THENCE NORTH $48^{\circ} 31' 05''$ WEST, 20.00 FEET; THENCE NORTH $41^{\circ} 28' 55''$ EAST, 110.00 FEET TO THE POINT OF BEGINNING.







Deerfield Preserve Drainage Easement



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: March 18, 2015
(904) 209-0788

2008 Aerial Imagery

DISCLAIMER:
This map and its contents are
only to be used as a reference
from another source with
varying levels of accuracy.