

RESOLUTION NO. 2024-87

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN EASEMENT AND INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE CHAIR TO EXECUTE THE EASEMENT AND AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County (“County”) owns certain property located on Islesbrook Parkway known as Durbin Crossing Park (“Park Property”); and

WHEREAS, Durbin Crossing Community Development District (“CDD”) maintains the landscaping along Islesbrook Parkway and within Durbin Crossing; and

WHEREAS, CDD has requested an easement and interlocal agreement to allow the use of the reclaimed water equipment and the meter located along the front of the Park Property for irrigation purposes; and

WHEREAS, County has agreed to grant an Easement to CDD, subject to terms and conditions, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, and enter into an Interlocal Agreement, subject to terms and conditions, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, the purpose of this Easement and Interlocal Agreement is in the public interest and welfare of the citizens of the County.

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 and conditions of the Easement and authorizes the Chair to execute the Easement and Interlocal Agreement on behalf of the County.

Section 3. The Clerk is instructed to record the original Easement and Interlocal 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 5th day of March, 2024.

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

By: 
Sarah Arnold, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk

Rendition Date: MAR 05 2024

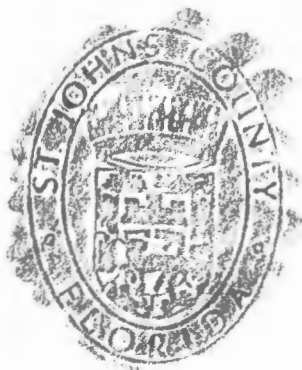


Exhibit "A" to Resolution

Prepared by and after recording return to:
Michael C. Eckert
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301

Parcel ID No.: 0096350006; 0096349998

----- (Space above this line for recording data) -----

EASEMENT

THIS EASEMENT ("Easement") is made and granted this ____ day of _____, 2024, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County" and "Grantor"), and **DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government of the State of Florida created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes ("CDD" and "Grantee").

RECITALS:

- A. County is the fee simple owner of certain real property located in St. Johns County, Florida as more particularly described in Exhibit A attached hereto (the "County Property").
- B. County wishes to grant CDD an easement over a portion of the County Property described in Exhibit B attached hereto (the "Easement Area").

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, County does hereby authorize the use of and hereby grants to CDD, its successors and assigns, a non-exclusive easement across the Easement Area for the purpose of ingress and egress to and installing, maintaining, repairing, refiguring, or reconstructing reclaimed water utilities and associated facilities within the Easement Area.

County may continue to use the Easement Area for any lawful purposes that does not unreasonably interfere with the easement rights granted herein.

The use of the easement granted herein does not run to the public and no rights hereunder are granted or approved except for the purposes and use by CDD, and its agents, successors and assigns for the uses and purposes stated herein.

CDD will, at its sole cost and expense, restore the surface of all disturbed areas on the Easement Area to its original condition as near as is reasonably practicable, the damage or disturbance to which shall have been occasioned by the maintenance, operation, repair, inspection, replacement or removal of the reclaimed water utilities and associated facilities within the Easement Area or other exercise by CDD of its rights under this Easement.

CDD shall have the right and authority to clear the Easement Area of trees, roots, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, or maintenance of CDD facilities existing within the easement.

In consideration of the granting of this easement, CDD hereby agrees to indemnify, defend and hold the County harmless from and against any and all losses, damages, causes of action, claims, liabilities, claims alleging personal injury, including bodily injury or death, and/or property damage, and cost and expenses relating to the foregoing, including reasonable attorneys' fees and court costs, but only to the extent that such claims arise out of CDD's activities on the County Property, arise out of CDD's use of the County Property, and/or are caused by CDD or any officer, employee, representative or agent of CDD.

This Easement may be terminated without cause upon either the County or the District providing at least one hundred eighty (180) days' advance written notice to the other party of such termination. Such written notification shall indicate that either the County or the District intends to terminate this Easement one hundred eighty (180) days from the date of notification (unless a date greater than one hundred eighty (180) days is specified). After such time period has passed, either party may record a notice of the termination of this Easement in the Official Records of St. Johns County, Florida.

By delivery and acceptance hereof, the parties and their successors intend to and shall be bound by the terms and conditions hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and Grantee have authorized and caused the execution of this instrument effective as of the date first above written.

GRANTOR

ST. JOHNS COUNTY, FLORIDA

ATTEST: _____ BY: _____
Sarah Arnold, Chair

Print Name: _____

Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

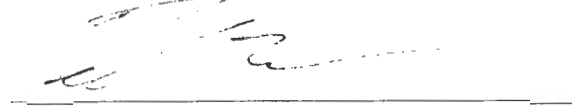
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Sarah Arnold, Chair of the Board of County Commissioners.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

GRANTEE:

DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT



Peter Pollicino
Chair, Board of Supervisors

ATTEST:

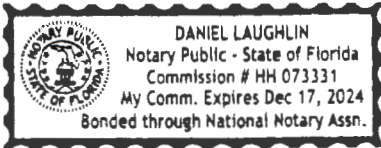


Ass't. Secretary, Board of Supervisors

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of January, 2024, by Peter Pollicino as the Chair of the Board of Supervisors for the Durbin Crossing Community Development District, and who has acknowledged that he executed the same on behalf of the Community Development District and that he was authorized to do so.



Notary Public, State of Florida

Daniel Laughlin

Printed Name

Personally Known or Produced Identification

Type of Identification Produced

EXHIBIT A

COUNTY PROPERTY

Islesbrook Parkway, Parcel S (Community Park) and Parcel T (Community Park) as shown on the plat of Durbin Crossing South Phase 1, as recorded in Map Book 59, Pages 73 through 100 of the Public Records of St. Johns County, Florida.

EXHIBIT "B"
EASEMENT AREA



14775 Old St. Augustine Road, Jacksonville, Florida 32258
etmnc.com | 904.642.8550

September 26, 2023
Page 1 of 2

Work Order No. 23-359.00
File No. 129G-22.00A

Irrigation Easement 1

A portion of Community Park Parcel T, as depicted on Durbin Crossing South Phase 1, recorded in Map Book 59, page 73, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Easterly most corner of Lot 79, said Durbin Crossing South Phase 1, said corner lying on the Northerly right of way line of Islesbrook Parkway, a variable width right of way as presently established; thence North $39^{\circ}40'21''$ East, along said Northerly right of way line, 85.66 feet to the point of curvature of a curve concave Southeasterly having a radius of 285.00 feet; thence Northeasterly, continuing along said Northerly right of way line and along the arc of said curve, through a central angle of $36^{\circ}05'48''$, an arc length of 179.55 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North $57^{\circ}43'15''$ East, 176.60 feet.

From said Point of Beginning, thence North $14^{\circ}13'51''$ West, departing said Northerly right of way line, 8.00 feet to a point on a non-tangent curve concave Southerly having a radius of 293.00 feet; thence Easterly along the arc of said curve, through a central angle of $15^{\circ}03'21''$, an arc length of 76.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $83^{\circ}17'49''$ East, 76.77 feet; thence South $89^{\circ}10'30''$ East, 197.10 feet; thence North $02^{\circ}05'54''$ East, 10.40 feet; thence South $87^{\circ}54'06''$ East, 36.00 feet; thence South $02^{\circ}05'54''$ West, 9.49 feet to a point on a non-tangent curve concave Northerly having a radius of 392.00 feet; thence Easterly along the arc of said curve, through a central angle of $27^{\circ}30'18''$, an arc length of 188.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $75^{\circ}42'50''$ East, 186.38 feet; thence North $30^{\circ}40'14''$ West, along a non-tangent line, 9.59 feet; thence North $59^{\circ}19'46''$ East, 36.00 feet; thence South $30^{\circ}40'14''$ East, 9.59 feet to a point on a non-tangent curve concave Northwesterly having a radius of 392.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $04^{\circ}58'21''$, an arc length of 34.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $54^{\circ}12'41''$ East, 34.01 feet; thence North $38^{\circ}16'30''$ West, along a non-tangent line, 12.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 380.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $02^{\circ}24'45''$, an arc length of 16.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $50^{\circ}31'08''$ East, 16.00 feet; thence South $40^{\circ}41'15''$ East, along a non-tangent line, 12.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 392.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $07^{\circ}28'55''$, an arc length of 51.19 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $45^{\circ}34'17''$ East, 51.15 feet; thence South $48^{\circ}10'10''$ East, along a non-tangent line, 8.00 feet to a point lying on said Northerly right of way line of Islesbrook Parkway; thence

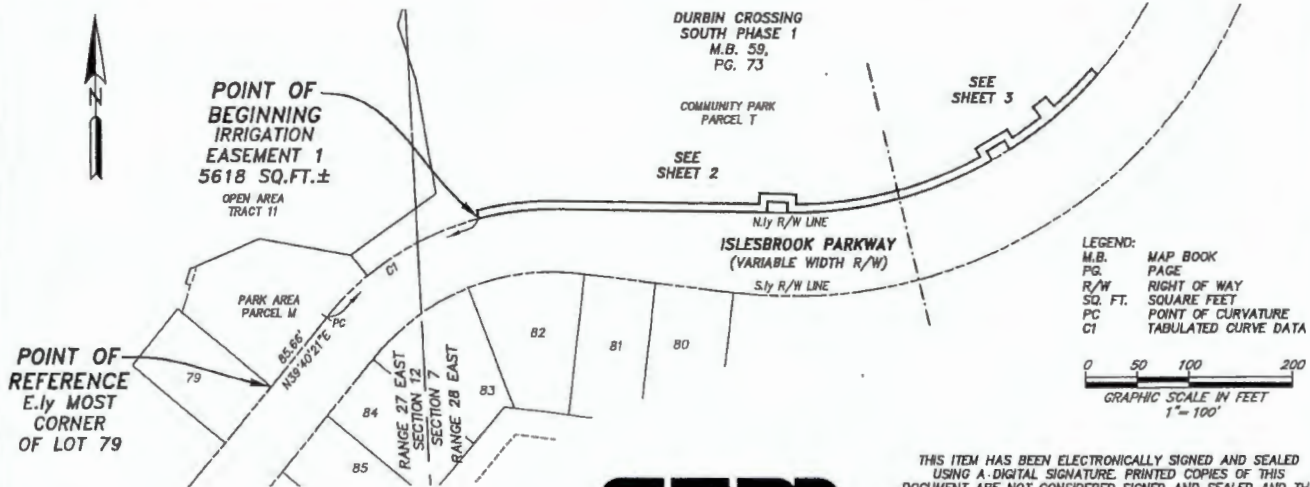
Irrigation Easement 1 (continued)

Southwesterly along said Northerly right of way line and along a non-tangent curve concave Northwesterly having a radius of 400.00 feet, through a central angle of $16^{\circ}03'59''$, an arc length of 112.16 feet to the Easterly most corner of that certain 10 foot by 20 foot JEA Equipment Easement as depicted on said Durbing Crossing South Phase 1, said arc being subtended by a chord bearing and distance of South $49^{\circ}51'49''$ West, 111.80 feet; thence along the boundary line of said 10 foot by 20 foot JEA Equipment Easement, the following 3 courses: Course 1, thence North $30^{\circ}40'14''$ West, departing said Northerly right of way line, 9.87 feet; Course 2, thence South $59^{\circ}19'46''$ West, 20.00 feet; Course 3, thence South $30^{\circ}40'14''$ East, 9.87 feet the Southerly most corner of said 10 foot by 20 foot JEA Equipment Easement, said corner lying on said Northerly right of way line; thence Westerly along said Northerly right of way line and along a non-tangent curve concave Northerly having a radius of 400.00 feet, through a central angle of $29^{\circ}54'13''$, an arc length of 208.77 feet to the Southeast corner of that certain 10 foot by 20 foot JEA Equipment Easement as depicted on said Durbing Crossing South Phase 1, said arc being subtended by a chord bearing and distance of South $75^{\circ}42'50''$ West, 206.41 feet; thence along the boundary line of said 10 foot by 20 foot Equipment Easement, the following 3 courses: Course 1, thence North $02^{\circ}05'54''$ East, departing said Northerly right of way line, 9.78 feet; Course 2, thence North $87^{\circ}54'06''$ West, 20.00 feet; Course 3, thence South $02^{\circ}05'54''$ West, 10.22 feet to the Southwest corner of said 10 foot by 20 foot JEA Equipment Easement, said corner lying on said Northerly right of way line; thence North $89^{\circ}10'30''$ West, along said Northerly right of way line, 204.92 feet to the point of curvature of a curve concave Southerly having a radius of 285.00 feet; thence Westerly along the arc of said curve, through a central angle of $15^{\circ}03'21''$, an arc length of 74.89 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $83^{\circ}17'50''$ West, 74.68 feet.

Containing 5618 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF
 A PORTION OF COMMUNITY PARK PARCEL T, AS DEPICTED ON
 DURBIN CROSSING SOUTH PHASE 1, RECORDED IN MAP BOOK 59,
 PAGE 73 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,
 BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	285.00'	36°05'48"	176.55'	N57°43'15"E	176.60'



GENERAL NOTES:
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE NORTHERLY RIGHT OF WAY LINE OF ISLESBROOK PARKWAY AS BEING NORTH 39°40'21" EAST.

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

14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 842-8550 Fax: (904) 842-4183
 Certificate of Authorization No.: LB 3624

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.



Digitally signed by Gilmore C Colyer III
 G. C. COLYER III
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6963

SCALE: 1"=100'
 DATE: SEPTEMBER 26, 2023

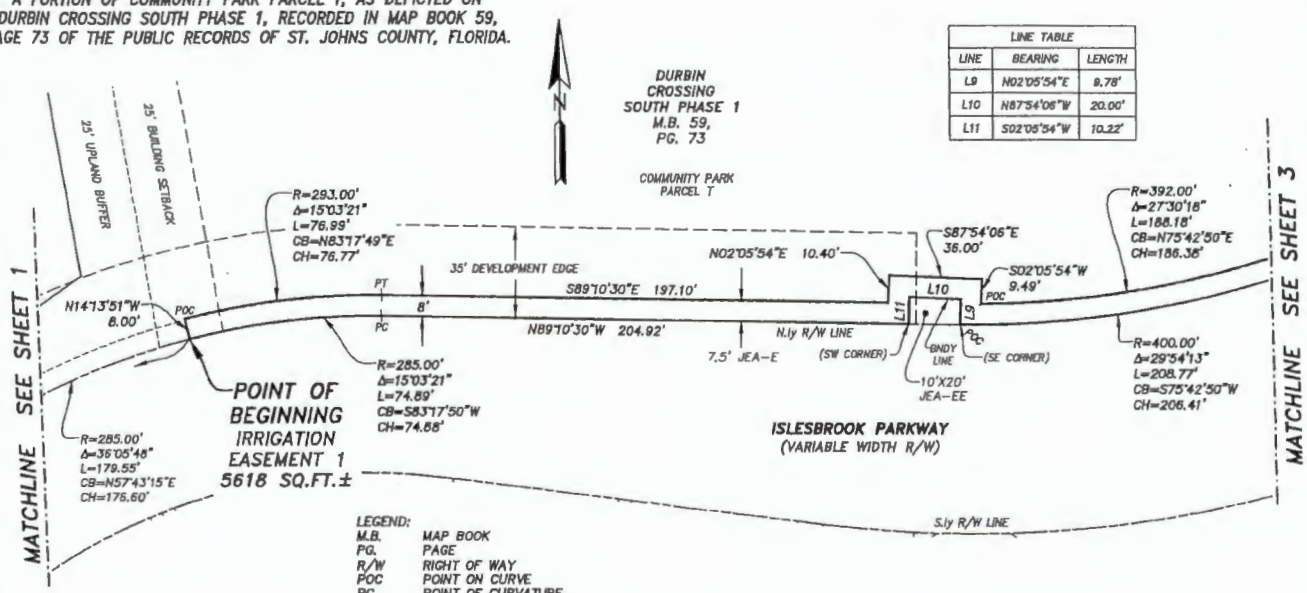
SHEET 1 OF 3

A PORTION OF COMMUNITY PARK PARCEL T, AS DEPICTED ON DURBIN CROSSING SOUTH PHASE 1, RECORDED IN MAP BOOK 59, PAGE 73 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

DURBIN CROSSING SOUTH PHASE 1
M.B. 59, PG. 73

COMMUNITY PARK PARCEL T

LINE	BEARING	LENGTH
L9	N02°05'54"E	8.78'
L10	N87°54'08"W	20.00'
L11	S02°08'54"W	10.22'



POINT OF BEGINNING IRRIGATION EASEMENT 1
5618 SQ.FT.±

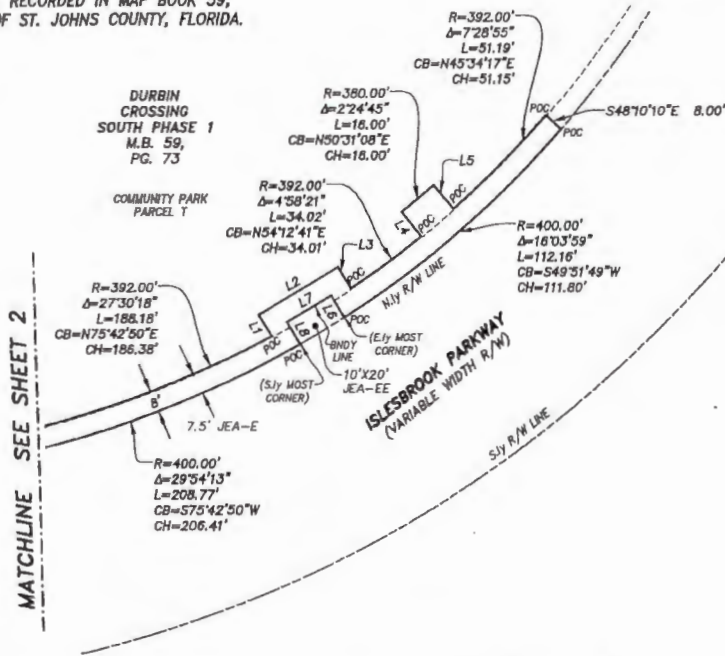
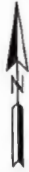
- LEGEND:
- M.B. MAP BOOK
 - PG. PAGE
 - R/W RIGHT OF WAY
 - POC POINT ON CURVE
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - SQ. FT. SQUARE FEET
 - L1 TABULATED LINE DATA
 - BNDY BOUNDARY
 - JEA-E JEA ELECTRIC EASEMENT
 - JEA-EE JEA EQUIPMENT EASEMENT



SHEET 2 OF 3
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32228 (904) 642-8350
CERTIFICATE OF AUTHORIZATION NO. LD 3624

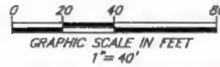
A PORTION OF COMMUNITY PARK PARCEL T, AS DEPICTED ON DURBIN CROSSING SOUTH PHASE 1, RECORDED IN MAP BOOK 59, PAGE 73 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



- LEGEND:
- M.B. MAP BOOK
 - P.G. PAGE
 - R/W RIGHT OF WAY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - SQ. FT. SQUARE FEET
 - LI TABULATED LINE DATA
 - LI BOUNDARY
 - JEA-E JEA ELECTRIC EASEMENT
 - JEA-EE JEA EQUIPMENT EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N30°40'14"W	8.59'
L2	N50°19'48"E	36.00'
L3	S30°40'14"E	8.59'
L4	N38°16'30"W	12.00'
L5	S40°41'15"E	12.00'
L6	N30°40'14"W	9.87'
L7	S59°18'46"W	20.00'
L8	S30°40'14"E	9.87'

SHEET 3 OF 3
SEE SHEET 1 FOR GENERAL NOTES.



PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32238 (904) 442-8350
CERTIFICATE OF AUTHORIZATION NO. LB 3924

September 26, 2023

Work Order No. 23-359.00
File No. 129G-22.05B**Irrigation Easement 2**

A portion of Community Park Parcel S, as depicted on Durbin Crossing South Phase 1, recorded in Map Book 59, page 73, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Lot 80, said Durbin Crossing South Phase 1, said corner lying on the Southerly right of way line of Islesbrook Parkway, a variable width right of way as presently established; thence South $83^{\circ}02'19''$ East, along said Southerly right of way line, 74.74 feet to the point of curvature of a curve concave Northerly having a radius of 480.00 feet; thence Easterly, continuing along said Southerly right of way line and along the arc of said curve, through a central angle of $03^{\circ}51'26''$, an arc length of 32.31 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $84^{\circ}58'02''$ East, 32.31 feet.

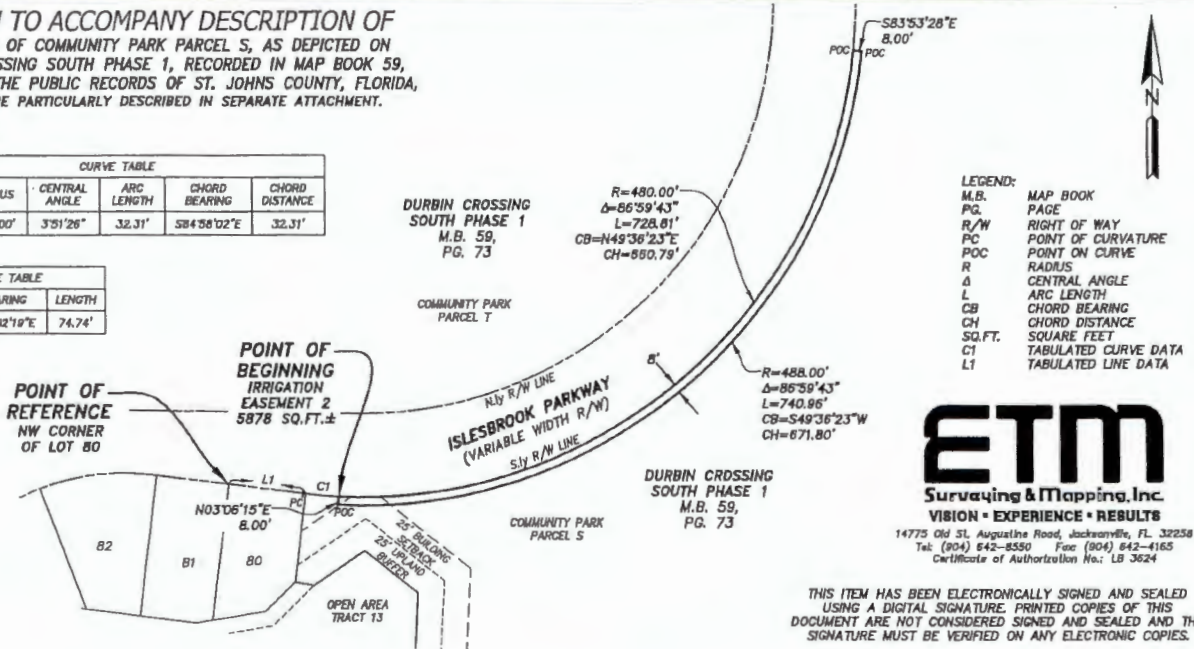
From said Point of Beginning, thence Northeasterly continuing along said Southerly right of way line and along the arc of a curve concave Northwesterly having a radius of 480.00 feet, through a central angle of $86^{\circ}59'43''$, an arc length of 728.81 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $49^{\circ}36'23''$ East, 660.79 feet; thence South $83^{\circ}53'28''$ East, departing said Southerly right of way line and along a non-tangent line, 8.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 488.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $86^{\circ}59'43''$, an arc length of 740.96 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $49^{\circ}36'23''$ West, 671.80 feet; thence North $03^{\circ}06'15''$ East, along a non-tangent line, 8.00 feet to the Point of Beginning.

Containing 5878 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF COMMUNITY PARK PARCEL S, AS DEPICTED ON
DURBIN CROSSING SOUTH PHASE 1, RECORDED IN MAP BOOK 59,
PAGE 73 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	480.00'	3°51'26"	32.31'	S84°58'02"E	32.31'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S83°02'19"E	74.74'



LEGEND:
M.B. MAP BOOK
PG. PAGE
R/W RIGHT OF WAY
PC POINT OF CURVATURE
POC POINT ON CURVE
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
SQ.FT. SQUARE FEET
C1 TABULATED CURVE DATA
L1 TABULATED LINE DATA

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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.



Digitally signed
by Gilmore C
Colyer III

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF ISLESBROOK PARKWAY AS BEING SOUTH 83°02'19" EAST.



SCALE: 1"=100'
DATE: SEPTEMBER 26, 2023
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6963

**INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE
DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT REGARDING THE
SHARED USE OF CERTAIN RECLAIMED WATER IRRIGATION SYSTEM
INFRASTRUCTURE**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2024, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida ("County") and **DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government ("District", together with the County, the "Parties").

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement to permit and authorize the County and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Agreement pursuant to Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 ("Cooperation Act"); and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the County and the District may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, the District was created pursuant to Chapter 190, Florida Statutes ("Act"), for the purpose of delivering certain community development services and facilities within and outside the boundaries of the District; and

WHEREAS, all of the lands contained within the boundaries of the District are located entirely within the boundaries of the unincorporated County; and

WHEREAS, pursuant to its authority under the Act, the District constructed various infrastructure improvements including a reclaimed water irrigation system located at the north end of Islesbrook Parkway (the "Reclaimed Water Irrigation System"), the primary purpose of which is to irrigate landscaping and turf within County-owned right-of-way; and

WHEREAS, the County owns and maintains a 6" meter (the "Meter"), the location of which is set forth on **Exhibit A** hereto; and

WHEREAS, the Reclaimed Water Irrigation system was once connected to the Meter; and

WHEREAS, the County no longer needs to use the Meter to obtain its primary source of irrigation water due to the construction of well(s); and

WHEREAS, the County desires to have the ability to use the Meter as a secondary source of irrigation water for County-owned recreation lands in the future; and

WHEREAS, the District desires to reconnect to and continue to use the Meter as its primary source of irrigation water; and

WHEREAS, the Reclaimed Water Irrigation System and the Meter benefit both the County and the District;

WHEREAS, the District agrees to operate and maintain the Reclaimed Water Irrigation System and the Meter (to the extent not maintained by JEA); and

WHEREAS, the County and the District desire to memorialize and set forth clearly their understanding and agreement with respect to the billing, maintenance and allocation and payment of costs between the Parties for the monthly JEA bills for the Meter.

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained herein, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement, and said Recitals are adopted as Findings of Fact.

Section 2. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 3. Effective Date and Term of the Agreement. This Agreement shall be effective as of the date first written above through September 30, 2024, and shall be automatically renewed for additional one (1) year periods commencing October 1, 2024, unless terminated by either party in accordance with section 11 herein.

Section 4. Operation and Maintenance of Meter and Reclaimed Water Irrigation System. The District shall operate and maintain the Reclaimed Water Irrigation System. To the extent not maintained by JEA, the District shall operate and maintain the Meter.

Section 5. Billing. The District and County shall cooperate to cause JEA to change the registered billing party for the Meter from the County to the District. The District shall be responsible for directly paying JEA for all charges associated with the Meter.

Section 6. Installation of Sub-Meter by County; Reimbursement by County to District. The County shall arrange and pay for the installation of a sub-meter between the Meter and the County's irrigation infrastructure serving County-owned recreation lands. The County shall arrange and pay for all modifications to, and maintenance of, the County's irrigation infrastructure from the Meter to the County's recreation lands. In the event the County needs to

draw water through the Meter for its recreation lands, the County shall notify the District and promptly reimburse to the District the costs of the water as measured through the sub-meter.

Section 7. Potential Reduction of Meter Size. Upon the written concurrence of County Administrator and the District Manager that a smaller water meter would provide sufficient water for each of the parties intended future use, the District may seek permission from JEA to install a smaller meter to replace the Meter and implement such change. All costs associated with installing a smaller meter shall be the District's responsibility.

Section 8. Permission to Enter Lands. For the duration of this Agreement, both parties shall have the right to access and perform work on the real property owned by the other party to accomplish the responsibilities set forth in this Agreement.

Section 9. Assignment. Neither the County nor the District may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without the prior express written approval of the other party.

Section 10. Amendments to this Agreement. Both the County and District acknowledge that this Agreement constitutes the complete agreement and understanding of the Parties. Further, both the County and the District acknowledge that any change, amendment, modification, revision or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County and the District.

Section 11. Termination. This Agreement may be terminated without cause upon either the County or the District providing at least one hundred eighty (180) days' advance written notice to the other party of such termination without cause. Such written notification shall indicate that either the County or the District intends to terminate this Agreement one hundred eighty (180) days from the date of notification (unless a date greater than one hundred eighty (180) days is specified). This Agreement may be terminated with cause upon either the County or the District providing at least thirty (30) days' advance written notice to the other party of such termination with cause. Such written notification shall indicate that either the County or the District intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Provided, however, that either party shall be provided a reasonable opportunity to cure any failure under this Agreement. Consistent with other provisions of this Agreement, the Parties shall be compensated for any services and/or expenses that are both authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement.

Section 12. Execution in Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida

Statutes), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Section 14. Limitation on Governmental Liability. Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of the County or the District beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 15. Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows.

If to the County:	County Administrator 500 San Sebastian View St. Augustine, Florida 32084
With a Copy to:	David Migut St. Johns County Attorney's Office 500 San Sebastian View St. Augustine, Florida 32084
If to the District:	Durbin Crossing Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attention: District Manager
With a Copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

Section 16. Filing. After approval of this Agreement by the respective governing bodies of the County and the District, and its execution by the duly qualified and authorized officers of each of the Parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

Section 17. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

Section 18. Entire Agreement. This instrument and the attached exhibit constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the County and the District have each caused this Agreement to be executed and delivered as of the date indicated above:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Clerk of the Board of County
Commissioners of St. Johns County, Florida


Chair

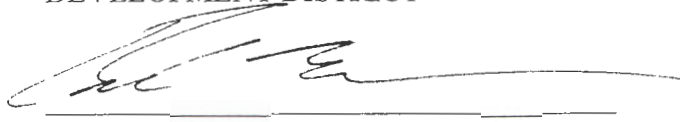
SEAL

Date:

ATTEST:

DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT


Secretary, Board of Supervisors



Peter Pollicino
Chair, Board of Supervisors

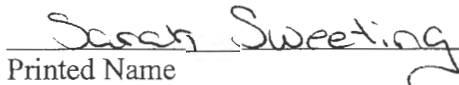
STATE OF FLORIDA)
COUNTY OF St Johns)

The foregoing instrument was acknowledged before me this 15th day of February 2024, by Peter Pollicino as the Chair of the Board of Supervisors for the Durbin Crossing Community Development District, and who has acknowledged that he executed the same on behalf of the Community Development District and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

In witness whereof, I have hereunto set my hand and official seal.




Notary Public, State of Florida


Printed Name



2023 Aerial Imagery

Date: 2/6/2024

Easement and Interlocal Agreement

**Reclaimed Water System
Islesbrook Parkway
Durbin Crossing Park**



Land Management Systems

(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.