

RESOLUTION NO. 92- 190

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING AN AGREEMENT BETWEEN THE CORNER AT PONTE VEDRA, LTD., A FLORIDA LIMITED PARTNERSHIP, AND THE COUNTY RELATED TO STORMWATER DRAINAGE AND RETENTION ON PROPERTY MORE FULLY DESCRIBED BELOW; AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT.

WHEREAS, The Corner at Ponte Vedra, Ltd., a Florida limited partnership, and the Board of County Commissioners of St. Johns County wish to cooperate in management of stormwater drainage and retention on property located in the northeast part of the County bounded by Solano Road on the north, A1A on the east and Burts Boulevard on the west, more particularly described in the agreement attached to this resolution as Exhibit A;

WHEREAS, it would be in the County's best interest and would serve a valid public purpose for the County to enter into the attached agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA as follows:

The agreement attached to this resolution as Exhibit A is hereby approved, and the County Administrator is hereby authorized to execute the agreement on behalf of the County.

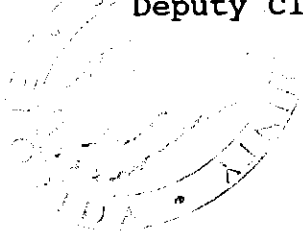
Date of Commission action: NOVEMBER 10, 1992

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Frank B. ...*
Its Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

By: *Carl "Bud" Markel*
Deputy Clerk



AGREEMENT

This agreement, dated this _____ day of _____, 1992, is between **The Corner at Ponte Vedra, Ltd., a Florida limited partnership (The Corner)**, whose address is 1010 East Adams St., Jacksonville, FL 32202, and its successors and assigns, and the **Board of County Commissioners of St. Johns County, Florida (County)**.

Whereas, in Resolution No. 91-149, the County and the Resolution Trust Corporation, acting as receiver for Sandia Federal Savings Association (RTC), accomplished an exchange of lands whereby the County received Tract E from RTC and RTC received Tracts B and C from the County, giving RTC ownership of Tracts A, B, C, and D, all of which tracts are shown on Exhibit A, attached hereto, incorporated and made a part hereof; and

Whereas, as part of Resolution No. 91-149, the parties agreed to cooperate in retention and drainage matters along the eastern boundary of Burts Blvd. and further agreed to share the cost of any culvert installed along Burts Blvd. to Solano Road; and

Whereas, The Corner has succeeded RTC as owner of Tracts A, B, and C; and

Exhibit A

Whereas, Healthcare Management Services, Inc., a Florida corporation, has succeeded RTC as owner of Tract D and has granted certain non-exclusive easements over Tract D to The Corner for roadway, utility, drainage and parking purposes; and

Whereas, The Corner's responsibilities and duties related to Tract D are authorized by and may be accomplished under that certain agreement dated October 30, 1992 between The Corner and Healthcare Management Services, Inc., recorded in the official public records of St. Johns County at volume _____ pages _____; and

Whereas, The Corner is now ready to begin development of the property and the parties wish to set forth the responsibilities of each regarding drainage and retention issues on Tracts A, B, C, D, and E; and

Whereas, The Corner has requested the County to allow it to expand the existing pond on Tract E between the fire station and library parcels (County Pond) for the purpose of allowing The Corner to use the County Pond to meet retention and drainage requirements for Tracts A, B, C, and D. The expansion would allow the County Pond to handle retention and drainage for Tracts A, B, C, and D in addition to drainage and retention for Tract E, the Solano Road expansion, and future expansion of the library and the library parking site.

NOW, THEREFORE, in consideration of the mutual benefits, promises and considerations herein set forth, the parties agree to the following terms and conditions:

1. The Corner agrees as follows:

a) The Corner will pay any and all costs associated with designing and permitting changes to the existing St. Johns River Management District General Permit for stormwater discharge into and out of the County Pond;

b) The Corner will expand the County Pond to allow it to handle drainage and retention for Tracts A, B, C, D, and E; the Solano Road expansion; the proposed 5,000 square feet expansion of the library; and a 50% increase in the library parking spaces and drive area; and will pay any and all costs associated with the expansion of the County Pond. The expansion will meet County approved standards and specifications and will be done under the guidance of a Florida registered professional engineer;

c) The Corner will pay any and all costs associated with the construction and maintenance of all drainage facilities on Tracts A, B, C, and D;

d) The Corner will pay any and all costs related to the construction and maintenance of the stormwater discharge system connecting Tracts A, B, C, and D to the County Pond including a stubbed plugged/capped pipe at the Solano Road right-of-way edge;

e) The Corner will pay \$13,500.00 to the County for The Corner's share of the cost of construction and maintenance of all stormwater discharge systems required

by the amended St. Johns River Management District General Permit for discharge from the County Pond including, but not limited, to approximately 1,550 feet of discharge pipe of appropriate size and materials as required for disposal of stormwater from the County Pond to the Dave Barr property on the north side of Solano Road just west of Solano Cay. The \$13,500.00 shall be paid within thirty (30) days from the date of this agreement;

f) The Corner will provide additional landscaping at the southwest corner of Library Blvd. and A1A and the southeast corner of Burts Blvd. and Library Blvd. and will pay any and all costs associated with the additional landscaping installed by The Corner;

g) The Corner will maintain landscaping in the median strips of Burts Blvd. and Library Blvd. between Solano Road and Library Blvd. and between A1A and Burts Blvd.;

2. The County will assume responsibility for the following:

a) Any and all costs of stormwater discharge systems required for the Solano Road expansion, including the connection between the Solano Road stormwater system and The Corner's stormwater system constructed on Tracts A, B, C, and D;

b) All costs associated with maintenance of the County Pond and landscaping on County property except

for the landscaping on the median strips described in paragraph (g) above;

3. Within 30 days from the date of this agreement, in a separate document to be approved by the Board of County Commissioners, The Corner will grant two easements to the County over Tracts A, B, C, and D between Library Blvd. and Solano Road, one for the purpose of conveying the stormwater discharge system's outflow from the County Pond to Solano Road, and the other for the purpose of conveying stormwater from Solano Road to the County Pond. Prior to consideration by the Board of County Commissioners, The Corner will submit an up-to-date title search on Tracts A, B, C, and D.

4. Within 30 days from the date of this agreement, in a separate document to be approved by the Board of County Commissioners, the County will grant an easement to The Corner over Library Blvd., Library Blvd. right-of-way, and the library parcel on Tract E for the purpose of conveying the stormwater discharge system's outflow from Tracts A, B, C, and D to the County Pond.

5. In consideration for The Corner's expansion of the County Pond outlined in paragraph 1(b) above, The Corner will have all right, title, and interest to fill dirt borrowed from the expansion of the County Pond and will be responsible for proper removal of all dirt excavated from the County Pond expansion site.

6. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7. This agreement may be amended in writing executed with the same formalities as the original.

8. This agreement shall be construed and enforced in accordance with the laws of the State of Florida. Jurisdiction and venue for any dispute hereunder shall be in the Circuit Court of St. Johns County, Florida.

9. The executed original of this agreement shall be filed with the Clerk of the St. Johns County Board of County Commissioners.

10. This agreement shall be effective upon approval of a resolution of the Board of County Commissioners authorizing the execution of the agreement by the County Administrator.

ST. JOHNS COUNTY

Witness _____
Printed or _____
Typed name: _____

By: _____
Nicholas Meiszer
County Administrator

Witness _____
Printed or _____
Typed name: _____

Date: _____

THE CORNER AT PONTE VEDRA, LTD.
a Florida Limited Partnership
by its General Partner, LDP,
Inc., a Florida Corporation

Witness _____
Printed or
Typed name: _____

By: _____
Printed or
Typed name: _____
Its _____

Witness _____
Printed or
Typed name: _____

SEAL

Date: _____

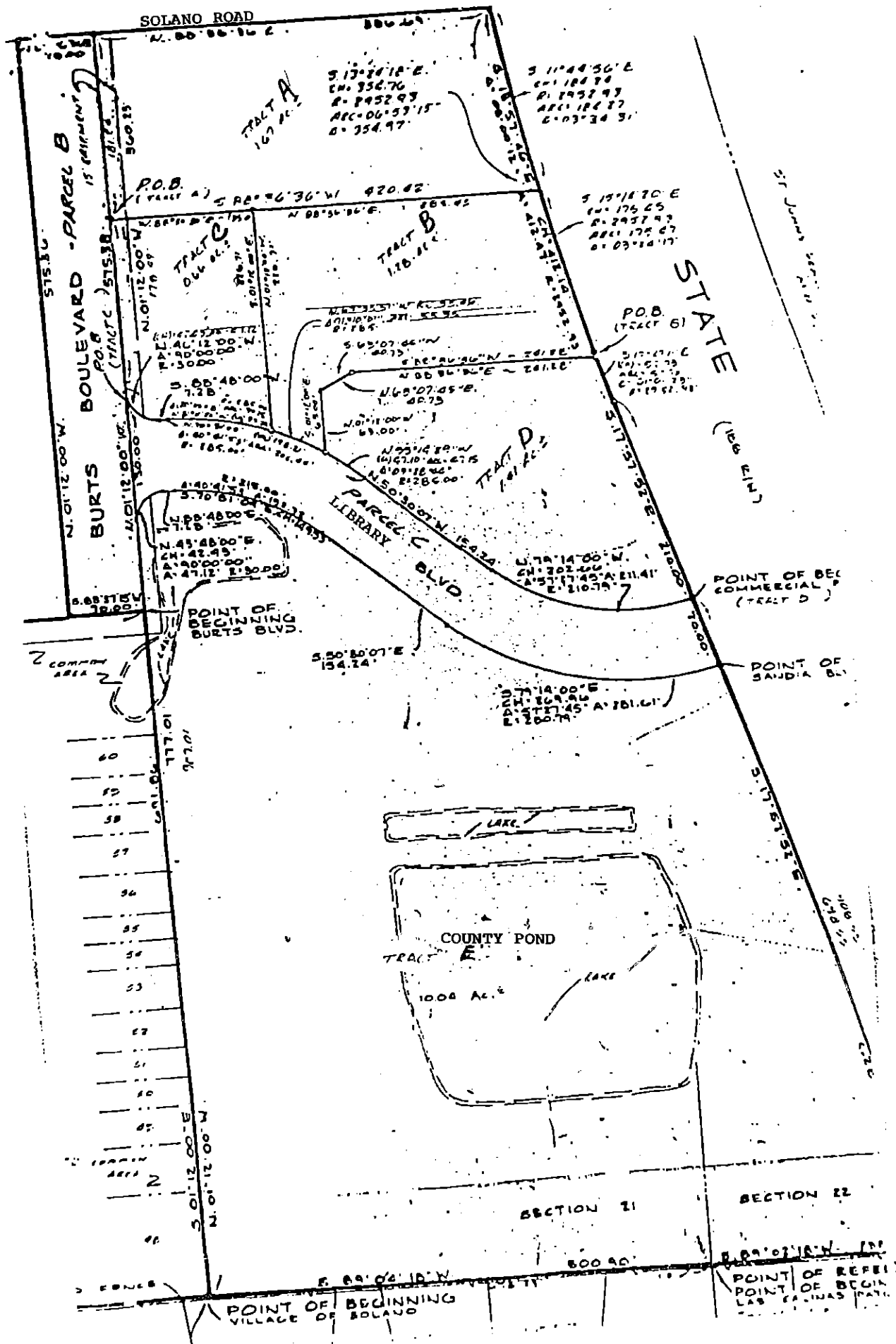


EXHIBIT A