

RESOLUTION NO. 2002 - 145

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN SEASIDE\CROSSROADS SUBDIVISION HOME OWNERS ASSOCIATION AND ST. JOHNS COUNTY WHEREBY ST. JOHNS COUNTY WILL OWN AND MAINTAIN THE STREETS, THOROUGHFARES AND RIGHTS-OF-WAY WITHIN THE SEASIDE\CROSSROADS SUBDIVISION PROVIDED THE HOMEOWNERS ASSOCIATION AGREES TO MAKE CERTAIN FINANCIAL PROVISIONS FOR THE REPAIR AND MAINTENANCE OF ROADWAY STRUCTURES, DRAINAGE FACILITES AND OTHER LAND IMPROVEMENTS LOCATED WITHIN THE RIGHTS-OF-WAY.

WHEREAS, Seaside\Crossroads Home Owners Association has requested that St. Johns County, a political subdivision of the State of Florida, accept the streets, thoroughfares and rights-of-way located within Seaside, Units 1, 2, and 3 and Crossroads Unit 1; and

WHEREAS, St. Johns County agrees to accept the streets, thoroughfares, rights-of-way providing sufficient financial provisions are made with regard to the maintenance and repair of existing roadway and drainage facility deficiencies and needed changes to signage and pedestrian facilities.

NOW, THEREFORE, be is **RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows;

Section 1. The Board hereby approves the Agreement in the form attached hereto and authorizes the County Administrator to execute said Agreement.

Section 2. The Clerk is instructed to file the original Agreement and mail executed copies of this Resolution and the Agreement to Seaside\Crossroads Homeowners Association, Inc., Clara Cowan, President, 244 Patrick Mill Circle, Ponte Vedra Beach, Florida 32082.

PASSED and ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 23rd day of July, 2002.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**
By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk
By: Patricia DeGrande
Deputy Clerk

RENDITION DATE 7-24-02

AGREEMENT

THIS AGREEMENT dated as of the _____ day of _____, 2002 by Crossroad Association Inc a.k.a. Seaside\Crossroads Homeowners Association, (hereinafter "Seaside HOA") and St. Johns County, Florida, a political subdivision of the State of Florida (hereinafter "County").

RECITALS

WHEREAS, the Seaside HOA has requested the County accept the streets, thoroughfares and Rights-of-Way as described in the plats as recorded in Map Book 23, pages 1-5 (Crossroads Unit I), Map Book 26, Pages 39-43 (Seaside Unit I); Map Book 27, Pages 29-33 (Seaside Unit II); and Map Book 28, Pages 56-60 (Seaside Unit III) of the public records of St. Johns County, Florida, (hereinafter "Rights-of-Way"). The Seaside HOA is responsible for administration and operation of Seaside at Ponte Vedra Beach Subdivision as authorized by Florida Statutes Chapter 720 and is legally empowered to enter into agreements with respect to the common property of the Home Owners Association. The lands owned by the Seaside HOA and the locations of the subject Rights-of-Way in relationship to such lands are generally depicted on **Exhibit "A"**, attached hereto, and incorporated herein by reference.

WHEREAS, acceptance of these Rights-of-Way by the County requires provisions for the repair, by the Seaside HOA, of deficiencies existing in the **drainage system** in the amount of **\$5,800.00**. These deficiencies are described and itemized in **Exhibit "B"**, attached hereto, and incorporated herein by reference; and

WHEREAS, acceptance of these Rights-of-Way by the County requires provisions for the repair, by the Seaside HOA, of deficiencies existing in the **roadway surface** in the amount of **\$26,184.00**. These deficiencies are described and itemized in **Exhibit "C"**, attached hereto, and incorporated herein by reference; and

WHEREAS, acceptance of these Rights-of-Way by the County requires provisions for the replacement, by the Seaside HOA, of deficiencies existing in **signage**. The St. Johns County Traffic and Transportation Section estimates that the cost to fabricate and install the needed signs will be **\$3,500.00**. This needed work is described and itemized in **Exhibit "D"**, attached hereto, and incorporated herein by reference; and

WHEREAS, acceptance of these Rights-of-Way by the County requires provisions for the repair, by the Seaside HOA, of deficiencies existing in the **pedestrian facilities**. Through mutual assent, the County and the Home Owner's Association have agreed that monies, in the amount of **\$30,000.00**, are **adequate and sufficient compensation** for costs associated with the correction of deficiencies in existing sidewalks located within these Rights-of-Way. These facts are hereby incorporated herein by reference; and

WHEREAS, the Seaside HOA have persevered in their request that the County accept streets, thoroughfares and Rights-of-Way of the Seaside/Crossroads Subdivision - Seaside Units 1, 2, and 3 and Crossroad Unit 1 and the County Engineer has inspected and verified that with

the changes and repairs as described in Exhibits "B", "C" and "D", the roads will meet County standards as outlined in St. Johns County Ordinance 86-4 . Further, that an agreement between St. Johns County and the Seaside HOA, has been reached providing compensation for work related to all non ADA-compliant Sidewalks.

NOW THEREFORE, in consideration of the sum of mutual promises and other good and valuable consideration herein contained the parties agree as follows:

1. The above recitals are incorporated by reference and made a part hereof.
2. *Compensation.* The County will accept ownership and maintenance of the Rights-of-Way and the drainage facilities located within the Rights-of-Way after the deposit of **\$65,484.00**, monies sufficient to correct drainage system and roadway deficiencies, and bring aforementioned signage into compliance have been placed in Escrow. These monies are to be used for the purposes indicated in Exhibits "B", "C" and "D" as well as providing compensation for work related to non-ADA compliant Sidewalks located within these Rights-of-Way. Such funds shall be deposited in a specified Escrow account directly subsequent to the acceptance of this Agreement.
3. *HOA Easements.* The Seaside HOA will maintain all other drainage facilities not located within the Rights-of-Way: drainage ways, ponds, lakes and tracts together with all easements for conservation, water, sewer, drainage, maintenance, cable television and telephone service and other easements as dedicated to them in the plats of Seaside Units 1, 2, and 3, and Crossroads Unit I according to plats thereof recorded in Map Book 23, Pages 1-5 (Crossroads Unit I); Map Book 26, Pages 39-43; (Seaside Unit I), Map Book 27, Pages 29-33 (Seaside Unit II) and Map Book 28, pages 56-60 (Seaside Unit III) of the public records of St. Johns County, Florida, (hereinafter "HOA Easements") and will insure that drainage from the road Rights-of-Way will have "Positive Legal Outfall" as defined in the St. Johns County Land Development Code through the drainage easements to the lakes and/or other outfalls. Should Seaside HOA not satisfactorily maintain said HOA Easements, the County may, at its election, enter said HOA Easements for the purpose of conducting necessary maintenance. If the County so elects, it shall first give the Seaside HOA 30 days written notice in which time the Seaside HOA may correct or complete the necessary maintenance. In any event, the Seaside HOA shall be responsible for all costs associated with said maintenance.
4. *Property Interest.* The Seaside HOA will provide to the County for the subject property the following documentation: (a) a title opinion or title certificate confirming current ownership in the Home Owners Association and listing all record encumbrances; (b) delivery to the County of a Warranty Deed, free and clear of all encumbrances conveying fee simple title from the current owners to St. Johns County, Florida, a political subdivision of the State of Florida; (c) an Appraisal by a County-approved, state certified General Appraiser, reflecting the current value of these Rights-of-Way and their appurtenant facilities; and (d) payment of the cost of such Title Insurance Policy whose insured value amount will be established by the above mentioned Appraisal. This Policy is intended to insure the County's interest in these Rights-of-Way.

5. *Property Taxes.* The Seaside HOA will be responsible for all Property Taxes until the County accepts the road Rights-of-Way.

6. *Landscaping Maintenance.* The Seaside HOA will be responsible for all mowing and landscaping of the Rights-of-Way. The Seaside HOA will ensure that mowing, edging, sweeping, tree-trimming, fertilizing and litter removal will be performed in a manner that is consistent with the minimum County standards for subdivision Rights-of-Way, and that landscaping shall not interfere with applicable County and State sight-distance requirements pertaining to intersections and driveways.

7. *Future Permitting.* The Parties acknowledge that this Agreement will allow the County to permit future utility installation and repair work on the Rights-of-Way in the sole discretion of the County without payment to the HOA.

8. *Fencing.* The Seaside HOA will be responsible for the maintenance of fencing in the Rights-of-Way.

9. The Seaside HOA has the right to, in its sole discretion, remove some or all of the fencing from the Rights-of-Way. The County reserves the right to remove, or, to ask Seaside HOA for the removal, of any fencing which interferes with work within the Rights-of-Way.

10. *Pedestrian Facilities.* The County will be responsible for installing and the maintenance of sidewalks within the Rights-of-Ways. This improvement's cost is Thirty Thousand Dollars (\$30,000.00) and this cost will be included in the Escrow deposit as stipulated in Section 2 of this Agreement.

11. *Street Lighting.* The Seaside HOA will be responsible for the maintenance of the street lighting in the Rights-of-Way, and the operation and expense of said street lighting.

12. *Signage.* All traffic regulatory and street name signage shall be brought into compliance with St. Johns County Standards at the expense of the Seaside HOA. The Seaside HOA will deposit in said Escrow account, monies sufficient to bring said Signage into compliance based on the attached estimate (See **Exhibit "D"**). Following installation, inspection and approval of the replacement signs, the County shall maintain this signage.

13. *Environment.* A Level One Environmental Study shall be completed by the Seaside HOA, and reviewed and approved by the County, prior to adoption of this Agreement.

14. *Indemnification.* The Seaside HOA will indemnify and hold harmless the County from and against all claims, damages, losses and actions resulting from or arising out of any negligent act performed by the Home Owners Association or its officers, employees, or agents in the performance of any of the duties required of the Home Owners Association in the Rights-of-Way according to this Agreement.

15. *Amendments.* This agreement may be amended in writing executed with the same formalities as the original.

16. *Enforcement.* This agreement shall be construed and enforced in accordance with the laws of the State of Florida. The jurisdiction and venue for any dispute hereunder shall be in the Circuit Court of St. Johns County

17. The executed original of this agreement shall be filed with the Clerk of the Board of County Commissioners of St. Johns County, and each party shall receive a certified copy of the recorded agreement.

18. *Effective Date.* This agreement shall be effective upon approval by the St. Johns County Board of County Commissioners authorizing the execution of the agreement by the County Administrator, executed by all parties hereto.

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

20. *Severability.* If any section, phrase, sentence or portion of the agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions thereof.

22. *Notice.* Notices or correspondence related to this agreement shall be sent to the following:

For Seaside at Ponte Vedra Beach

Crossroads Association, Inc.
C/O Clara Cowan, President
244 Patrick Mill Circle
Ponte Vedra Beach, FL 32082

For St. Johns County

County Administrator
P. O. Drawer 349
St. Augustine, FL 32085-0349

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

Signed, sealed and delivered
In the presence of

**Seaside at Ponte Vedra Beach Home
Owners Association Inc.**

Witness Mary Ann Blount

Mary Ann Blount
(type or print name)

Witness Charles E Cowan
Charles E Cowan
(type or print name)

By: Clara Cowan
Clara Cowan
President
244 Patrick Mill Circle
Ponte Vedra, FL 32082

St. Johns County, Florida

Witness: _____

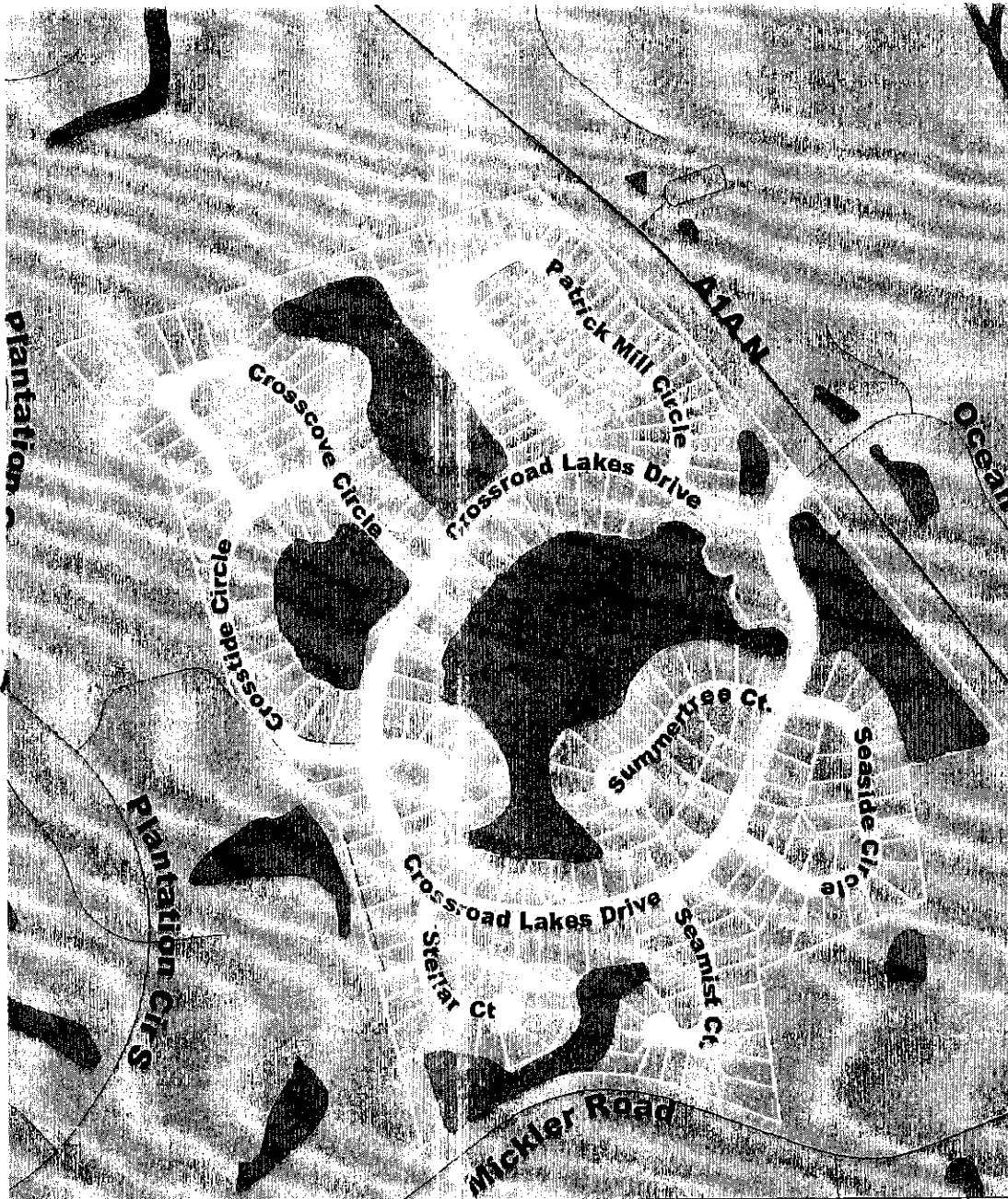
(type or print name)

Witness: _____

(type or print name)

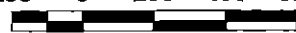
By: _____
Ben W. Adams, Jr.
County Administrator
P. O. Drawer 349
St. Augustine, FL 32085-0349

Exhibit "A"



 Subject Property: Rights-of-Way

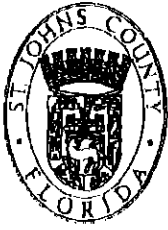
200 0 200 400 600 Feet



Seaside at Ponte Vedra Beach
Acceptance of Rights-of-Way



Exhibit "B"



ST. JOHNS COUNTY
PUBLIC WORKS DEPARTMENT
 1625 State Road 16
 St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Mary Ann Blount - Real Estate
FROM: Ivan Burrell - Road & Bridge Superintendent
SUBJECT: Seaside Subdivision Storm Sewer & Road Repairs
DATE: March 4, 2002

The total repair cost to bring Seaside Subdivision roads up to a level where the County will accept them is \$31,984.00. Costs are \$26,184 for road repairs and \$5,800 for storm drain repairs. The following is a breakdown of the cost estimate.

Seaside Subdivision Estimate Storm Drain

Road Name	Description	Unit	Qty	Unit Cost	Total Cost
Patrick Mill Cir/Crosstern Cir	Pump Down System	L.S.	1 Ea	\$1,000.00	\$1,000.00
Patrick Mill Cir/Crosstern Cir	Pressure Clean & Grout Leak in 24" RCP Joint	L.S.	1 Ea	\$2,400.00	\$2,400.00
Patrick Mill Cir/Crosstern Cir	Repair 2 Tie-ins to Storm Manhole	L.S.	1 Ea	\$1,200.00	\$2,400.00
				TOTAL	\$ 5,800.00

Exhibit "C"



ST. JOHNS COUNTY
PUBLIC WORKS DEPARTMENT
 1625 State Road 16
 St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Mary Ann Blount - Real Estate
FROM: Ivan Burrell - Road & Bridge Superintendent
SUBJECT: Seaside Subdivision Storm Sewer & Road Repairs
DATE: March 4, 2002

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Seaside Subdivision Estimate Road Repairs

Road Name	Description	Unit	Qty	Unit Cost	Total
Crossroad Lakes Drive	Type S Asphaltic Concrete	Ton	135	\$ 60.00	\$ 8,100.00
	Type S Asphaltic Concrete (patch)	Ton	5	150.00	750.00
	Concrete Curb and Gutter	L.F.	30	20.00	600.00
Seaside Circle	Asphalt Crack Sealing	L.F.	647	2.00	1,294.00
	Asphalt Crack Sealing	L.F.	25	2.00	50.00
	Asphalt Crack Sealing	L.F.	70	2.00	140.00
Summer Tree Court	Asphalt Crack Sealing	L.F.	110	2.00	220.00
Stellar Court	Asphalt Crack Sealing	L.F.	160	2.00	320.00
Crosstide Court	Asphalt Crack Sealing	L.F.	125	2.00	250.00
Canary Island Court	Asphalt Crack Sealing	L.F.	125	2.00	250.00
	Type S Asphaltic Concrete (patch)	Ton	2	150.00	300.00
Patrick Mill Circle	Type S Asphaltic Concrete	Ton	187	60.00	11,220.00
	Concrete Curb and Gutter	L.F.	20	20.00	400.00
Crosstern Court	Type S Asphaltic Concrete	Ton	29	60.00	1,740.00
	Full Depth Patch	L.S.	1 Ea		
				TOTAL	\$26,184.00

Exhibit "D"

NO. 887

ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners

PURCHASING DEPARTMENT

2740 INDUSTRY CENTER ROAD
ST. AUGUSTINE, FLORIDA 32084



PHONE: (904) 823-3540
FAX: (904) 823-4546

7/20/02

Price Quote: Seaside Subdivision - TRAFFIC SIGNS

Price Includes fabrication, installation, and removal of obsolete signs.

Prices are as follows

20 Stop Signs - \$1360

4 Speed Limit - \$180

2 Keep Right - \$90

15 Street Sign Assemblies - \$600

Labor for this Project should run in the 50-60 hour area.

Labor Total - \$500 - \$600

Equipment Usage should run in the 40-50 hour area.

Equipment Usage Total - \$500 - \$625

Total Cost for Project \$ 3200 \$ 3500 GBK 7/20/02