

RESOLUTION NO. 2002-96

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ADOPTING AN ANNEXATION COOPERATION INTERLOCAL AGREEMENT AND A SITE-SPECIFIC INTERLOCAL AGREEMENT ACCEPTING THE SELF-TERMINATING GRANT OF EASEMENT; INSTRUCTING THE COUNTY ATTORNEY'S OFFICE TO DISMISS PENDING LITIGATION IN CASE NUMBER CA 01-642 FILED IN THE CIRCUIT COURT.

WHEREAS, the City of St. Augustine Beach (hereinafter the "City") is an incorporated municipality within the boundaries of St. Johns County (hereinafter the "County"), Florida; and

WHEREAS, the City has and may continue periodically to annex into the city limits certain real property located within the unincorporated areas of the County; and

WHEREAS, the parties wish to provide a procedure for cooperation and communication regarding issues pertaining to future annexations generally; and

WHEREAS, pursuant to Resolution No. 2001-156, the County participated in a mediation of the issues being litigated in Circuit Court Case Number CA 01-642; and

WHEREAS, certain issues arising from the City's annexation of property by the passage of Ordinance 01-04 can be resolved under the terms of the proposed Settlement Agreement, Site-Specific Interlocal Agreement, and Self-Terminating Grant of Easement; and

WHEREAS, the City on September 10, 2001 accepted the terms of the proposed Settlement Agreement (attached and incorporated by reference as Exhibit "A") and Annexation Cooperation Interlocal Agreement (attached and incorporated by reference as Exhibit "B").

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The Chairman of the Board of County Commissioners of St. Johns County and the Clerk of the Circuit Court are hereby authorized and directed to sign the Site Specific Interlocal Agreement (attached and incorporated by reference as Exhibit "A") and Annexation Cooperation Interlocal Agreement (attached and incorporated by reference as Exhibit "B").


Section 2. Upon the signed agreement of both parties, the County Administrator is directed to file a duplicate original of the signed interlocal agreement with the Clerk of Courts.

Section 3. The Self-Terminating Grant of Easement (attached and incorporated by reference as Exhibit "C") is hereby accepted by the County, and shall be recorded in the public records of St. Johns County.

Section 4. The Proposed Settlement Agreement (attached and incorporated by reference as composite Exhibit "D") is hereby accepted by the County and the County Attorney's office is directed to dismiss the pending litigation, Case Number CA 01-642.

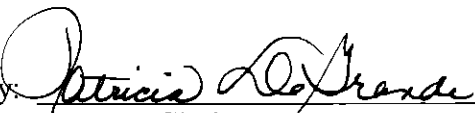
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of May, 2002.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA



James E. Bryant, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: 

Deputy Clerk

RENDITION DATE 5-22-02





City of St. Augustine Beach

2200 A1A SOUTH
ST. AUGUSTINE BEACH, FLORIDA 32080

CITY MGR. (904) 471-2122
FAX (904) 471-4108

BLDG. & ZONING (904) 471-8758
FAX (904) 471-4470

May 7, 2002

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

Subject: Interlocal Agreements re Annexation

Dear Mr. Adams:

Enclosed are two original interlocal agreements between the County and the City of St. Augustine Beach. These agreements were the outcome of a mediation held in late 2001 by County and City officials. The matter concerned the annexation by the City of the Best Western Motel property at 3955 A1A South. This annexation was made at the request of the Best Western owner, Mr. Greg Traska. The County protested the annexation, claiming that it made an enclave of a parcel of unincorporated property to the south of the Best Western.

As a result of the mediation, the County and the City representatives agreed to the terms that were included in these interlocal agreements.

Please schedule these interlocal agreements for review and approved by the County Commission. Once they have been approved and signed, please send a signed copy of each to me.

If you need more background about these agreements, you may ask Isabelle Lopez in the County Attorney's office. She was involved in the mediation. Another person with information is Ms. Paula Delaney, also of the County Attorney's office.

Sincerely,

A handwritten signature in black ink, appearing to read "Max Royle".

Max Royle
City Manager

MR:sw
enc.

FILED

02 MAY 23 PM 12:26

CLERK
ST. AUGUSTINE

INTERLOCAL AGREEMENT

This Interlocal Agreement, dated as of the 21st day of May, 2002, by and between the City of St. Augustine Beach, Florida ("City") and The Board of County Commissioners of St. Johns County, Florida ("County"),

WITNESSETH:

That for and in consideration of the mutual covenants hereinafter contained the parties mutually agree as follows:

Section 1. **Authority for Agreement.** This agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, and shall be known as the "City of St. Augustine Beach Site Specific Annexation Interlocal Agreement."

Section 2. **Recitals.** The following facts are true:

The City has enacted Ordinance No. 01-04 annexing to the City certain properties therein described. The County has brought an action challenging the validity of the Ordinance in Case No. CA 01-642, presently pending in the Circuit Court. Under date of August 8, 2001, the City and the County participated in a mediation of certain disputes relating to the annexation of property pursuant and the City proposed an agreement for consideration by the Governing Bodies of the parties, a true and correct copy of the proposed mediation agreement is attached at Exhibit

“A.”

Section 3. **Agreement subject to delivery of easement.** That upon the receipt of an easement (the “Easement”) in recordable form from the owners of the parcel to be annexed in accordance with the mediation agreement, the County withdraws its objections to the annexation of the property described in Ordinance No. 01-04 and shall dismiss its action filed in Case No. CA 01-642 presently pending in the Circuit Court of the Seventy Judicial Circuit in and for St. Johns County, Florida.

Section 4. **Approval of Agreement.** The Mediation Agreement is approved by each of the Parties.

Section 5. **Effective Date.** This Interlocal Agreement shall take effect upon approval by all Parties, filed with the Clerk of the Circuit Court as provided by law and the Easement shall be delivered to the County as provided in Section 3 hereof, and shall remain in effect until the termination of the Easement as provided therein.

ATTEST:

CITY OF ST. AUGUSTINE BEACH



City Manager

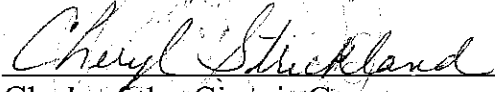


Mayor/Commissioner

Approved by City Commission:

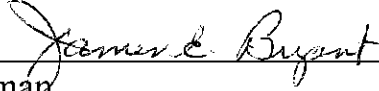
Date: Sept. 10, 2001

ATTEST:



Clerk of the Circuit Court
as Ex Officio Secretary to
the Board of County Commissioners

COUNTY OF ST. JOHNS



Chairman
Board of County Commissioners

Approved by the County Commission:

Date: 05-21-02

Approved as to Form and Legality



City Attorney,
City of St. Augustine Beach



County Attorney,
St. Johns County

FILED

02 MAY 23 PM 12:26

CITY OF ST. AUGUSTINE BEACH
COUNTY OF ST. JOHNS

INTERLOCAL AGREEMENT

This interlocal Agreement is entered into between the City of St. Augustine Beach, Florida (hereinafter "City") and the Board of County Commissioners of St. Johns County, Florida (hereinafter "County").

It is agreed between the City and County as follows:

Section 1.

This interlocal Agreement is entered into between the parties under the general authority provided under Section 163.01, Florida Statutes, and shall be known as the "City of St. Augustine Beach Annexation Cooperative interlocal Agreement".

Section 2.

The purpose of this interlocal Agreement is to provide a procedure for cooperation and communication on matters of land use, traffic and drainage for annexed properties.

Section 3.

Upon receipt of a petition for voluntary annexation to the City pursuant to section 171.044, Florida Statutes, the City will advise the County in writing of the receipt of such petition prior to the time the consideration of the petition is scheduled for first public hearing. The City shall solicit technical input from the County regarding issues raised by the annexation which technical report will be included in the materials delivered to the City Commissioners for consideration as a part of the proposed annexation.

Section 4.

If a parcel of real property within the corporate limits of the City remains subject to the terms and conditions of the St. Johns County Comprehensive Plan as then in existence, or is otherwise subject to County regulations pursuant to Section 171.062(2), Florida Statutes, and the City receives an application for rezoning or for a major modification of a PUD relating to such property, the City shall provide to the County Planning Department a copy of such application in advance of its consideration by the City and shall provide an opportunity for the County Planning Department to provide an opportunity for input concerning such application.

Section 5.

In the event either party receives an application for a development permit which development permit involves the establishment of a point of vehicular access to a street, road, or thoroughfare for which the other party has maintenance responsibility, a copy of such application

shall be provided to the other party for technical review.

Section 6.

In the event that either party receives an application for development permit that involves the discharge of surface or storm water into drainage systems under the maintenance or responsibility of the other party, a copy of such application shall be provided to the other party.

Section 7.

This interlocal Agreement may be amended in writing by agreement of the parties. Any amendment must be executed with the same formalities as the original.

Section 8.

If any section, phrase, sentence or portion of this interlocal Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 9.

This interlocal Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

Section 10.

This interlocal Agreement shall be executed in triplicate and shall take effect immediately upon filing with the Clerk of the Circuit Court after its execution by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this interlocal Agreement to be executed by their respective duly authorized officers on the dates set forth below.

EXECUTED by the Chairman, Board of County Commissioners of St. Johns County, Florida, on the 22 day of May, 2002.

COUNTY OF ST. JOHNS

By: James C. Bryant
Chairman, Board of County Commissioners

ATTEST:

By: Charles Strickland
Clerk of the Circuit Court as Ex Officio
Secretary to the Board of County Commissioners

Approved by County Commission:

Date: 05-21-02

Approved as to Form and Legality

By: [Signature]
City Attorney, City of St. Augustine Beach

By: [Signature]
County Attorney, St. Johns County

EXECUTED by the City of St. Augustine Beach, Florida, on the _____ day of _____, 2002.

CITY OF ST. AUGUSTINE
BEACH, FLORIDA

By: Emmett W. Pacelli
Its Mayor/Commissioner

ATTEST:

By: [Signature]
City Manger

Approved by City Commission

Date: Sept. 10, 2001

SELF-TERMINATING GRANT OF EASEMENT

This **GRANT OF EASEMENT** is made this 13th day of May, 2002, between **Best Western Ocean Inn, Inc.**, whose post office address is 3955 A1A South, St. Augustine, Florida, 32080, (hereinafter referred to as the "Grantor") and **St. Johns County, Florida**, whose post office address is 4020 Lewis Speedway, St. Augustine, Florida, 32095 (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land more particularly described in Exhibit "A," attached hereto and hereafter referred to as "Parcel 1."

B. The Grantee desires to have access for delivery of governmental services to an adjacent parcel of land more particularly described in Exhibit "B" attached hereto and hereinafter referenced as "Parcel 2."

C. The Grantor wishes to grant and the Grantee wishes to receive an easement over, under and across that part of Parcel 1 more particularly described in Exhibit "C," attached hereto and hereafter referred to as the "Easement Premises."

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF EASEMENT.** The Grantor hereby grants to the Grantee, a non-exclusive easement for over, under and across the Easement Premises for the purposes of access by Grantee's employees, agents and representatives, access by fire, police, emergency and other public services and installation and maintenance of county utility services.

2. **USE OF EASEMENT PREMISES.** Grantor retains a right of use of the Easement Premises and the maintenance of existing structures and improvements. Exclusive use of the Easement Premises is not hereby granted.

3. **MAINTENANCE.** Grantee shall have no responsibility to keep and maintain the Easement Area, but if improvements are installed by Grantee in the Easement Area, it shall thereafter be restored to its previous condition.

4. **NO THIRD PARTY BENEFICIARIES; RELEASE OF EASEMENT.** This easement is granted only for the benefit of Grantee for access to Parcel 2, and is not intended for the use or benefit of any other real property, nor is it for the use or benefit of any person or entity other than the Grantee.

5. **TERMINATION.** This Easement shall automatically terminate upon the annexation of Parcel 2 into the City of St. Augustine Beach. This easement may further be terminated by an instrument in writing in recordable form signed by an authorized agent of Grantee providing for such termination.

Exhibit "C" Self-Terminating Grant of Easement

6. **ENTIRE AGREEMENT; AMENDMENT.** The parties hereto agree that the entire agreement between the parties with respect to the Easement Premises is set forth in this instrument. This instrument may be amended only by an instrument in writing and signed by the Grantee and the person(s) who is (are) the then owner(s) of the fee simple title to Parcel 1.

7. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

IN WITNESS WHEREOF, the Grantor and the Grantee have hereunto set their hands and seals the day and year first above written.

BEST WESTERN OCEAN INN, INC.

GRANTOR

Susan S. Bloodworth
Name: SUSAN S. BLOODWORTH
Melanie J. McQuig
Name: Melanie J. McQuig

By: [Signature]
Name: Greg Trzaska
Its: President

ST. JOHNS COUNTY, FLORIDA

GRANTEE

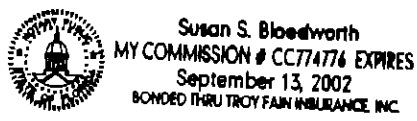
Name: _____

Name: _____

By: _____
Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13th day of May, 2002, by Greg Trzaska, who is personally known to me or ~~who has produced~~ as identification.



Susan S. Bloodworth
Notary Public, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of May, 2002, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____

EXHIBIT "A"

PARCEL 1:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING WEST OF STATE ROAD NO. A-1-A AND BEING MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE NORTH BOUNDARY OF THE SOUTH 363.42' OF SAID GOVERNMENT LOT 4 AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, 100' TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY, 200'; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND 300' SOUTHERLY FROM SAID NORTH BOUNDARY, FOR A DISTANCE OF 299.44' (DEED-300'); THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND 300' WESTERLY FROM SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 200.01' (DEED-200'); THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 100' SOUTHERLY FROM SAID NORTH BOUNDARY A DISTANCE OF 299.49' (DEED-300') TO THE POINT OF BEGINNING.

EXHIBIT "B"

PARCEL 2:

A PARCEL OF IN GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 8 SOUTH,
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING WEST OF STATE ROAD
A-1-A AND BEING MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER
OF LANDS NOW OR FORMERLY DESCRIBED IN O.R. BOOK 805, PAGE
0573, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING
THE POINT OF BEGINNING; THENCE SOUTH 89°55'32" WEST, 299.44'; THENCE
SOUTH 14°17'28" EAST, 63.42'; THENCE NORTH 89°55'32" EAST, 299.43';
THENCE NORTH 14°16'38" WEST, 63.42' TO THE POINT OF BEGINNING.

EXHIBIT "C"

A 30-foot strip along the eastern boundary of the following described lands:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING WEST OF STATE ROAD NO. A-1-A AND BEING MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE NORTH BOUNDARY OF THE SOUTH 363 42' OF SAID GOVERNMENT LOT 4 AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, 100' TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY, 200'; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND 300' SOUTHERLY FROM SAID NORTH BOUNDARY, FOR A DISTANCE OF 299.44' (DEED-300'); THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND 300' WESTERLY FROM SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 200.01'(DEED-200'); THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 100' SOUTHERLY FROM SAID NORTH BOUNDARY A DISTANCE OF 299.49'(DEED-300') TO THE POINT OF BEGINNING.

St. John's County ("County")

vs.

City of St Augustine Beach ("City")

Mediation Agreement

① The parties have mediated this matter and have agreed upon the following terms subject to approval by the Board of County Commissioners for St John's County and the City Commissioners for the City of St Augustine.

② The parties agree to negotiate and enter into two separate interlocal agreements.

a) The first inter local agreement shall provide a mechanism whereby the City will provide advance notification ^{to} & review ^{by} to the County of all future annexations.

This agreement shall be similar to the one entered by the County & City of St Augustine.

b) The second interlocal agreement shall provide the details for resolving the dispute in this litigation and will include the following:

i) a 30' easement shall be created running along the front or eastern side of the annexed property, that shall run from the south end to north end

ii) of the annexed property. The easement shall be vacated when the property to

Q.B.H.
the south is annexed, vacated.

ii) the City shall allow the County to provide utilities

to the property. and assess impact fees on the annexed property.

iii) The County shall continue to collect impact fees for the annexed properties.

iv) When the property to the South of the annexed property becomes developed (applies for permits) it will become subject to

3) The parties shall each bear its own fees and costs.

involuntary
annexation
under section
171.046 Fla Stat.
The County ~~shall~~
will agree to
the annexation
to the property to
the south.

Allet Holmberg
City St. Augustine Beach

[Signature]
Attorney for City St Augustine
Beach

James D. Bryant
County of St. Johns
[Signature]
Attorney for St. Johns

[Signature]
Mediator