

RESOLUTION NO. 2007- 258

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT FOR A RETENTION POND REQUIRED FOR THE DRAINAGE TO BRINKHOFF ROAD AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE EASEMENT AGREEMENT.**

**RECITALS**

**WHEREAS**, Resolution No. 2006-57 accepted an Easement Agreement from K. S. Toney (hereinafter "Toney") to St. Johns County (hereinafter "County") for a retention pond needed for drainage in connection with the construction of Brinkhoff Road; and

**WHEREAS**, in order to meet the requirements of the St. Johns River Water Management District Permit, it was determined that the retention pond needed to be enlarged; and

**WHEREAS**, Toney has agreed to convey to the County an Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to include more land for the retention pond and replace the prior easement agreement; and

**WHEREAS**, acceptance of this Easement Agreement is in the best interest of the County for the purposes mentioned above.

**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 by reference 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 Easement Agreement and authorizes the County Administrator to execute the Easement Agreement.

**Section 3.** The Clerk is instructed to record the original Easement Agreement in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18<sup>th</sup> day of September, 2007.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

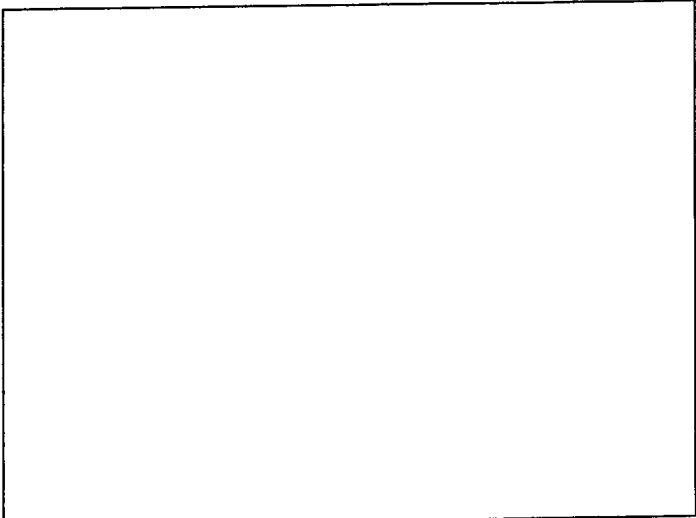
By: Ben Rich  
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 9/21/07

THIS INSTRUMENT PREPARED BY:  
Douglas N. Burnett, Esquire  
Rogers Towers, P.A.  
170 Malaga Street, Suite A  
St. Augustine, FL 32084



**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2007, BETWEEN K.S. Toney, whose address is 572 Park Place Drive, Elgin, South Carolina, 29045, as Grantor, and St. Johns County Florida, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32080, as Grantee.

**RECITALS**

A. Grantor is the owner of Property located in St. Johns County, Florida, more particularly described in **Exhibit "A"** attached hereto and referred to herein as the Grantor's Property:

B. Grantee is the owner of benefited property, including adjacent and connecting roadways, as well as the Treaty Park. Grantee is also the owner of right-of-way for the future construction of Brinkhoff Road.

C. Grantor desires to grant and Grantee desires to receive an easement for a retention pond and for drainage for the construction of Brinkhoff Road and the related right-of-way over, under and across a part of Grantors' Property.

D. This Easement Agreement replaces, and takes the place of, that certain Easement Agreement between Grantor and Grantee recorded at **O.R. Book 2656, Page 1417**, of the Official Public Records of St. Johns County, Florida, hereinafter the "Prior Easement".

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

**EASEMENT AGREEMENT**

**Confirmation of Recitals.** The foregoing recitals are incorporated herein by reference.

**Grant of Easement.** Grantor hereby grants, conveys and transfers to Grantee, his successors, and assigns, a perpetual, non-exclusive easement for a retention pond and for drainage of storm and surface waters on or over property located in St. Johns County, Florida, being described more particularly in the attached **Exhibit "B,"** hereinafter the Easement Premises

**Reservation of Grant.** Grantor hereby reserves the following rights:

**Continued Use.** The right to use the Easement Premises for all purposes which do not interfere with the rights granted herein. Notwithstanding the foregoing, Grantee expressly consents and agrees to Grantor's continued use of the Easement Premises for his own drainage of storm and surface waters from Grantor's Property to the extent there is excess capacity in the retention pond area after the construction of Brinkhoff Road.

**Relocation.** The right to relocate the Easement Premises on Grantor's Property and the retention pond and any drainage pipes and facilities located therein at anytime, provided:

- (i) Grantor pays all costs of relocating the retention pond and drainage pipes and facilities within the Easement Premises; and
- (ii) the relocated retention pond and drainage pipes and facilities have the same capacity as the original retention pond; and
- (iii) the relocated retention pond and drainage pipes and facilities are installed and constructed in compliance with all governmental regulations.

At Grantor's request, and upon relocation of such retention pond and drainage pipes and facilities at Grantor's expense, Grantee shall execute and deliver to Grantor an instrument in recordable form relocating the Easement granted herein to the new location designated by Grantor.

**Maintenance of the Easement Premises/Improvements.** Grantee may improve the Easement Premises by installing and constructing a retention pond, a paved access road and utilities for water, sewer or other services, at its expense. Grantee shall, at its expense, maintain all improvements installed or constructed by Grantee. Grantee shall hold the Grantor harmless from any liability for injuries or damages arising out of Grantee's use of the Easement Premises and/or the installation and maintenance of any improvements therein.

**Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto.

**Entire Agreement.** No prior or present agreements or representations shall be binding upon the parties unless included in this easement agreement. No modification or termination in this easement agreement shall be valid or binding upon the parties unless it is in writing and executed by the party or parties to be bound thereby.

**Severability.** Should any one or more of the provisions of this easement agreement be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto.

**Section Headings.** Section headings in this easement agreement are intended for convenience only, and shall not be taken into consideration in any construction or interpretation of this easement agreement or any of its provisions.

**Governing Law.** This easement agreement shall be governed by the laws of the State of Florida.

**Venue.** The parties agree that any suit, action or other legal proceeding arising out of this easement agreement shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action or proceeding arising out of this easement agreement be brought in any other jurisdiction or venue and specifically waive any right to trial by jury.

**Effective Date.** This easement agreement shall be effective on the date of the last signature of the parties hereto.

**Termination of Prior Easement.** This Easement Agreement replaces and supersedes in its entirety the Prior Easement. At such time as this Easement Agreement has been executed by both parties, the Easement Premises described in the Prior Easement will be released from all burdens imposed by the Prior Easement and any and all rights of Grantor under the Prior Easement to utilize such Easement Premises described therein shall automatically terminate.

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

GRANTOR:

K.S. Toney

Witness: Kenesha D. Berton  
Kenesha D. Berton  
(type or print name)

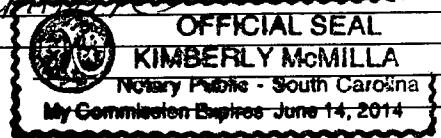
K.S. Toney

Witness: Kendra Bunnick  
Kendra Bunnick  
(type or print name)

STATE OF South Carolina  
COUNTY Bamberg

The foregoing instrument was acknowledged before me this 2nd day of August, 2007, by K.S. Toney who is personally known to me or who has produced FLDL T500-517-13-003-0 as identification.

Kimberly McMilla  
Notary Public, State of Florida South Carolina  
Name: Kimberly McMilla



My Commission Expires \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

GRANTEE:

St. Johns County, Florida

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name Printed)

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(type or print name)

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, 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: \_\_\_\_\_

MAP SHOWING SURVEY  
OF  
A PART OF SECTION 2,  
TOWNSHIP 8 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA,  
BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 2, THENCE SOUTH  $00^{\circ}47'42''$  WEST, ALONG THE WEST LINE OF SAID SECTION 2, AS MONUMENTED, 1726.70'; THENCE NORTH  $89^{\circ}16'36''$  EAST, 100.00' TO THE POINT OF BEGINNING; THENCE NORTH  $89^{\circ}16'36''$  EAST, 150.00' THENCE SOUTH  $00^{\circ}47'42''$  WEST, 367.21'; THENCE NORTH  $89^{\circ}19'31''$  EAST, ALONG THE PROJECTED SOUTH LINE OF PARCEL RECORDED IN O.R. 775, PAGE 1994, OF THE PUBLIC RECORDS OF SAID COUNTY, 683.65' TO THE WEST RIGHT-OF-WAY LINE OF WILDWOOD DRIVE; THENCE SOUTH  $18^{\circ}39'44''$  EAST, ALONG SAID RIGHT-OF-WAY LINE, 199.82' TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 922.37', DELTA OF  $18^{\circ}20'22''$  AND TANGENT LENGTH OF 148.89'; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 295.24' TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}18'37''$  EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 23.39' TO THE NORTH RIGHT-OF-WAY LINE OF BRINKHOFF ROAD, AS MONUMENTED; THENCE SOUTH  $89^{\circ}16'36''$  WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 953.22'; THENCE NORTH  $00^{\circ}47'42''$  EAST, ALONG THE EAST LINE OF A PARCEL DESCRIBED IN O.R. 836, PAGE 1610, OF SAID PUBLIC RECORDS, 872.00' TO THE POINT OF BEGINNING.



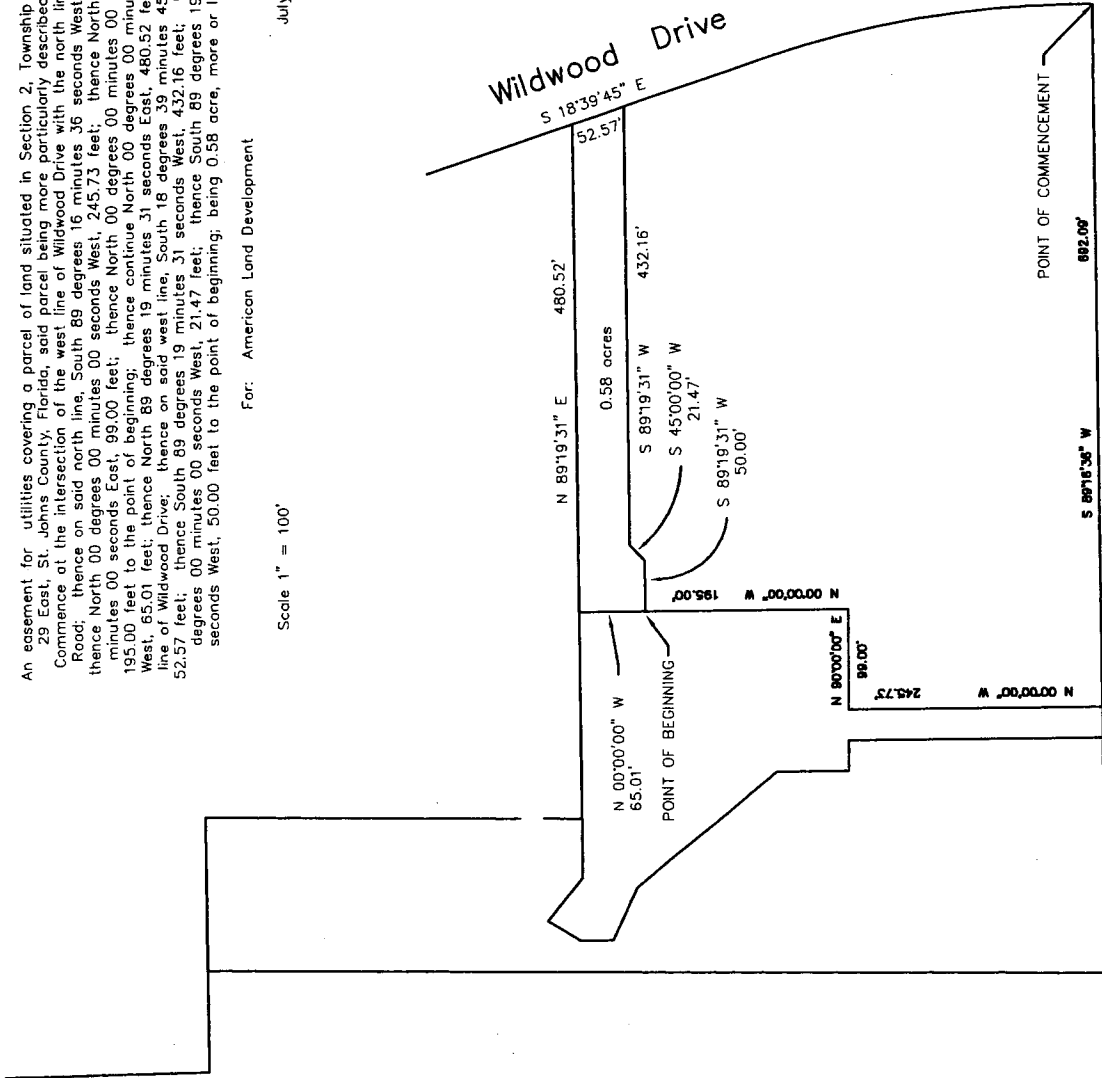
MAP OF

An easement for utilities covering a parcel of land situated in Section 2, Township 8 South, Range 29 East, St. Johns County, Florida, said parcel being more particularly described as follows:  
 Commence at the intersection of the west line of Wildwood Drive with the north line of Brinkhoff Road; thence on said north line, South 89 degrees 16 minutes 36 seconds West, 692.09 feet; thence North 00 degrees 00 minutes 00 seconds West, 245.73 feet; thence North 90 degrees 00 minutes 00 seconds East, 99.00 feet; thence continue North 00 degrees 00 minutes 00 seconds West, 195.00 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds West, 65.01 feet; thence North 89 degrees 19 minutes 31 seconds East, 480.52 feet to said west line of Wildwood Drive; thence on said west line, South 18 degrees 39 minutes 45 seconds East, 52.57 feet; thence South 89 degrees 19 minutes 31 seconds West, 432.16 feet; thence South 45 degrees 00 minutes 00 seconds West, 21.47 feet; thence South 89 degrees 19 minutes 31 seconds West, 50.00 feet to the point of beginning, being 0.58 acre, more or less, in area.

For: American Land Development

July 12, 2007

Scale 1" = 100'



Bearing shown hereon are based on the record bearing of S 89°16'36" W for the north line of Brinkhoff Road.  
 This map was prepared for descriptive purposes only and does not represent an actual survey.

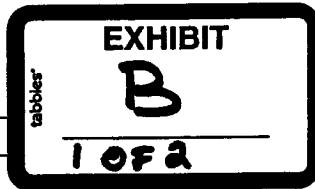
*Harold T. Eiland*

Not valid without the signature and the original rolled map of a Florida licensed surveyor and mapper.

*Harold T. Eiland*

Harold T. Eiland  
 License No. LS 2518

Eiland & Associates, Inc.  
 Professional Surveyors & Mappers  
 Certificate of Authorization No. LB 1381  
 615 Blanding Boulevard  
 Orange Park, Florida 32065  
 Telephone 904-272-1000



MAP OF

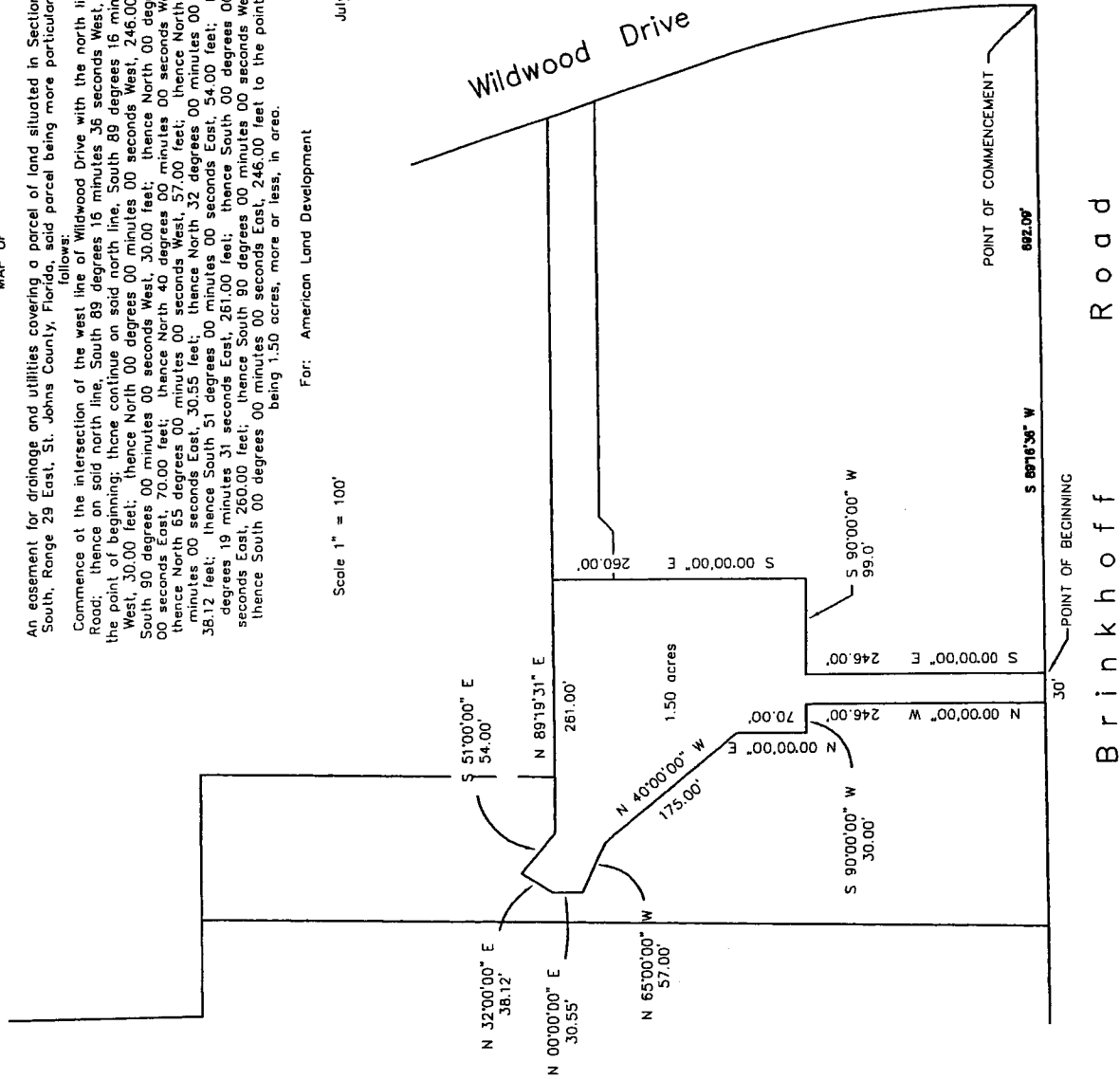
An easement for drainage and utilities covering a parcel of land situated in Section 2, Township 8 South, Range 29 East, St. Johns County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the west line of Wildwood Drive with the north line of Brinkhoff Road; thence on said north line, South 89 degrees 16 minutes 36 seconds West, 692.09 feet to the point of beginning; thence continue on said north line, South 89 degrees 16 minutes 36 seconds West, 30.00 feet; thence North 00 degrees 00 minutes 00 seconds West, 246.00 feet; thence South 90 degrees 00 minutes 00 seconds West, 30.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 70.00 feet; thence North 40 degrees 00 minutes 00 seconds West, 175.00 feet; thence North 85 degrees 00 minutes 00 seconds West, 57.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 30.55 feet; thence North 32 degrees 00 minutes 00 seconds East, 38.12 feet; thence South 51 degrees 00 minutes 00 seconds East, 54.00 feet; thence North 89 degrees 19 minutes 31 seconds East, 261.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 260.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 246.00 feet to the point of beginning; being 1.50 acres, more or less, in area.

For: American Land Development

Scale 1" = 100'

July 23, 2007



Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

*Harold T. Elland*

Harold T. Elland  
License No. LS 2518

Elland & Associates, Inc.  
Professional Surveyors & Mappers  
Certificate of Authorization No. LB 1381  
615 Blanding Boulevard  
Orange Park, Florida 32065  
Telephone 904-272-1000

Searches shown herein are based on the record bearing of S 89°16'36" W for the north line of Brinkhoff Road.  
This map was prepared for descriptive purposes only and does not represent an actual survey.



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**EXHIBIT**

**B**

**2 OF 2**