

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE MEMO OF UNDERSTANDING, HOLD HARMLESS AGREEMENT, AND ACCEPTING THE GRANT OF DRAINAGE EASEMENT NECESSARY FOR THE DRAINAGE IMPROVEMENTS ON HILL TOP ROAD.

RECITALS

WHEREAS, St. Johns County is working with an owner on Hill Top Road to improve the drainage in this area which will need to be upgraded and expanded to carry the increased stormwater ; and

WHEREAS, the owners have agreed to the terms in the Memo of Understanding Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, that will improve this drainage problem and provide positive outfall for the stormwater; and

WHEREAS, as part of the drainage improvement project the County obtained a Grant of Drainage Easement from the owner, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the County and the owner will enter into a Hold Harmless Agreement in reference to the Grant of Drainage Easement, attached hereto as Exhibit "C", incorporated by reference and made a part hereof.

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

1. The above Recitals are hereby incorporated herein by reference and adopted as findings of fact in support of the Resolution.
2. The Board of County Commissioners hereby approves the terms of the Memo of Understanding Agreement, Hold Harmless Agreement, and accepts the Grant of Drainage Easement, and authorizes the execution of those documents by the County Administrator.
3. The Clerk of the Court is instructed to file and record the original documents in the Public Records of St. Johns County, Florida.
4. To the extent that there are typographical 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 3rd day of March, 2009.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk
By: Pam Watterman
Deputy Clerk

RENDITION DATE 3/5/09

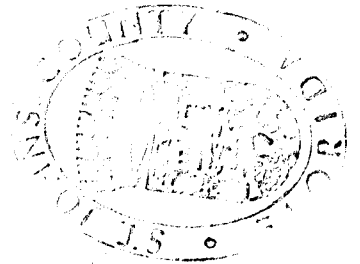


EXHIBIT "A" TO RESOLUTION
MEMO OF UNDERSTANDING
BETWEEN
ST. JOHNS COUNTY, AS GRANTEE
GRACE MARIE FREIGI AND ROBERT L. SUTTLE IRREVOCABLE TRUST,
AS GRANTOR

This Memo of Understanding is related to the improvements and extension of the existing drainage easement adjacent to Hill Top Road.

See the drawing of the improvements delineating the area of relocation of the existing ditch and extension of the drainage easement hereby called drawing in **Exhibit "A"**, incorporated by reference and made a part hereof.

Owner of said adjacent property hereby agrees to give St. Johns County a Drainage Easement on said site attached as **Exhibit "B"**, incorporated by reference and made a part hereof.

A survey of the subject site for the drainage improvements is attached in **Exhibit "C"**, incorporated by reference and made a part hereof.

St. Johns County shall install and complete the following improvements without cost to the owner of subject parcel 101600-0030 St. Johns County, Florida hereby called Scope of Work and Specifications attached as **Exhibit "D"**, incorporated by reference and made a part hereof.

St. Johns County shall install and complete the following improvements on subject drainage easement and the extension of the drainage easement as follows.

Scope of work.

The existing drainage ditch shall be shifted north within the existing drainage easement area and extended to the adjacent property as delineated in the attached drawing identified in **Exhibit "A"**.

St. Johns County will install a minimum of a 48 inch culvert in the ditch at the Hill Top Road end of drainage easement. St. Johns County will install a stabilized access driveway from Hill Top Road to the access gate on parcel 101600-0030 along with installation of a culvert to be sized by engineering on subject parcel 101600-0030 giving site access from Hill Top Road. The stabilized access driveway will end 20 feet north of the center line of the culvert. St. Johns County will install a 12' wide access gate on the Hilltop end of the new easement as well as a 12' wide security gate on the St. Augustine Blvd. end of the easement area as delineated in Exhibit "A". A four foot chain link fence shall be installed

barbs down with a stationary wire near ground level area of fence to secure fence area of fence coverage is delineated on Exhibit "A".

St. Johns County, Grace Marie Freigi and Robert L. Suttle Irrevocable Trust, will enter into a Hold Harmless Agreement in reference to subject Drainage Easement.

Time is of the essence. Construction shall commence within 24 months on this site subject to governmental permitting and approval.

Needs to pass the BCC within 90 days or this agreement is voided.

Witness

Witness

Scott Lane
Print Name Scott Lane

Owner

Grace Marie Freigi Date 1/6/09
Grace Marie Freigi

Debbie Taylor
Print Name Debbie Taylor

Owner
Robert L. Suttle Irrevocable Trust
By: Robert L. Suttle Date 1/6/09
Grace Marie Freigi, Trustee

Print Name _____

Print Name _____

Witness

St. Johns County, a political
Subdivision in the State of
Florida

Print Name _____

By: _____ Date _____
Michael D. Wanchick
County Administrator

Print Name _____

EXHIBIT "B" TO MEMO OF UNDERSTANDING

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF DRAINAGE EASEMENT

THIS INDENTURE, made this ____ day of _____, 2009, between **GRACE MARIE FREIGI**, whose address is 2590 Hill Top Road, St. Augustine, Florida 32086, hereinafter called **GRANTOR**, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called **GRANTEE**.

WITNESSETH: That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them, in hand paid by Grantee, the receipt of which hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, his successors and assigns, an ingress and egress easement with the right, privilege, and authority to said Grantee, its successors and assigns, to enter and maintain the drainage of surface waters either above or below the surface of the ground, together with the right to install and maintain drainage facilities, on, along, over through, across, or under the following described land situate in St. Johns County, Florida to wit:

Property as described on attached **EXHIBIT "A"**, incorporated by reference and made a part hereof.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

Grantor

Signature

Grace Marie Freigi

Print

Signature

Print

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by **GRACE MARIE FREIGI**, who is personally known to me, or has produced _____ as identification.

Notary Public

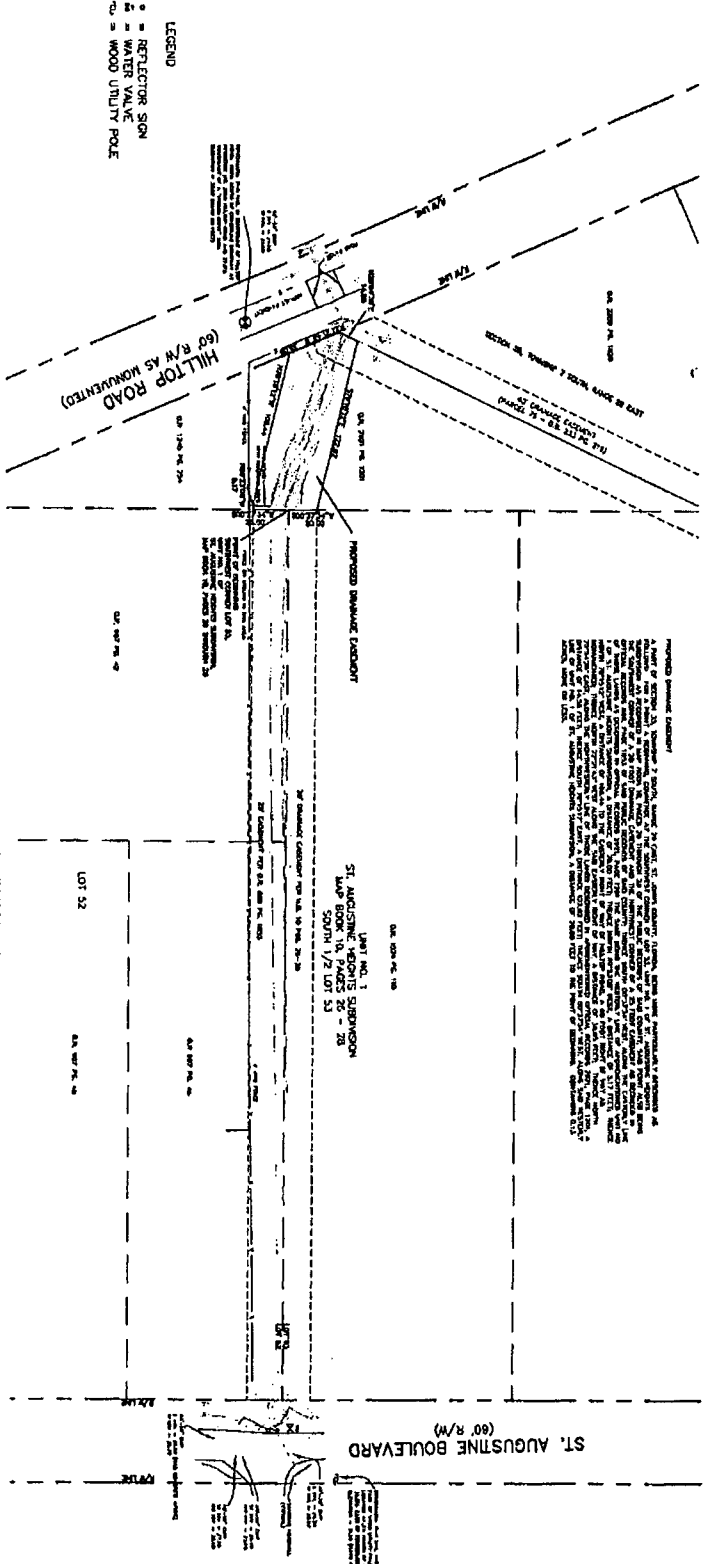
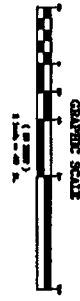
My Commission Expires: _____

EXHIBIT "A" TO DRAINAGE EASEMENT

A PART OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT A BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF LOT 53, UNIT NO. 1 OF ST. AUGUSTINE HEIGHTS SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A 20 FOOT DRAINAGE EASEMENT AND THE NORTHWEST CORNER OF A 25 FOOT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS 889, PAGE 1853 OF SAID PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $00^{\circ}37'34''$ WEST, ALONG THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 2921, PAGE 1201 THE SAME BEING THE WESTERLY LINE OF AFOREMENTIONED UNIT NO. 1 OF ST. AUGUSTINE HEIGHTS SUBDIVISION, A DISTANCE OF 25.00 FEET; THENCE NORTH $89^{\circ}23'08''$ WEST, A DISTANCE OF 5.17 FEET; THENCE NORTH $76^{\circ}15'12''$ WEST, A DISTANCE OF 108.44 TO THE EASTERLY RIGHT OF WAY OF HILLTOP ROAD, A 60 FOOT RIGHT OF WAY AS MONUMENTED; THENCE NORTH $22^{\circ}21'43''$ WEST ALONG THE SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 38.05 FEET; THENCE NORTH $25^{\circ}54'38''$ EAST, ALONG THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN AFOREMENTIONED OFFICIAL RECORDS 2921, PAGE 1201, A DISTANCE OF 14.58 FEET; THENCE SOUTH $76^{\circ}15'12''$ EAST, A DISTANCE 122.62 FEET; THENCE SOUTH $00^{\circ}37'34''$ WEST, ALONG SAID WESTERLY LINE OF UNIT NO. 1 OF ST. AUGUSTINE HEIGHTS SUBDIVISION, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.13 ACRES, MORE OR LESS.

EXHIBIT "C" TO MEMO OF UNDERSTANDING

MAP SHOWING A TOPOGRAPHIC SURVEY OF A
 DITCH BETWEEN ST. AUGUSTINE BOULEVARD AND HILLTOP ROAD
 LYING IN A PART OF LOTS 52 AND 53, ST. AUGUSTINE HEIGHTS
 AS RECORDED IN MAP BOOK 10, PAGES 26 THROUGH 28 OF THE
 PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO
 LYING IN A PART OF SECTION 35, TOWNSHIP 7 SOUTH,
 RANGE 29 EAST OF SAID COUNTY,
 FOR THE ST. JOHNS COUNTY ROAD AND BRIDGE DIVISION



LEGEND
 ■ REFLECTOR SIGN
 ● WATER VALVE
 ○ WOOD UTILITY POLE

DATE: MAY 17, 2008 BY: [Name] FOR: [Client Name]

PROJECT: ST. JOHNS COUNTY ROAD AND BRIDGE DIVISION

DESCRIPTION: TOPOGRAPHIC SURVEY OF A DITCH BETWEEN ST. AUGUSTINE BOULEVARD AND HILLTOP ROAD, LYING IN A PART OF LOTS 52 AND 53, ST. AUGUSTINE HEIGHTS, AS RECORDED IN MAP BOOK 10, PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO LYING IN A PART OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST OF SAID COUNTY.

SCALE: 1" = 40'

PROJECTED: ST. JOHNS COUNTY ROAD AND BRIDGE DIVISION

ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION
 4820 JAMES SPRENGER - P.O. DRAWER 349
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: (904) 298-0764

HILLTOP ROAD
 TOPOGRAPHIC SURVEY
 FILE NUMBER: 2008-001

EXHIBIT "D" TO MEMO OF UNDERSTANDING

Scope of Work

St. Johns County will:

1. Shift the existing drainage ditch north within the existing drainage easement and extend it to the adjacent property as delineated in the attached drawing identified in Exhibit "A"
2. Install a 48" x 30' aluminized culvert across the drainage ditch on Parcel 101600-0030
3. Stabilize a 90' driveway over Parcel 101600-0030 with a blend of limerock and sandy shell. Stabilized driveway will end 20' north of new 48" culvert.
4. Install 2 galvanized steel cattle gates on the Hilltop end of the easement and one (1) on the St. Augustine Boulevard end.
5. Install 630' of 4' high chain link fence on south side of easement.

EXHIBIT "B" TO RESOLUTION

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF DRAINAGE EASEMENT

THIS INDENTURE, made this ____ day of _____, 2009, between GRACE MARIE FREIGI, whose address is 2590 Hill Top Road, St. Augustine, Florida 32086, hereinafter called GRANTOR, and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called GRANTEE.

WITNESSETH: That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them, in hand paid by Grantee, the receipt of which hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, his successors and assigns, an ingress and egress easement with the right, privilege, and authority to said Grantee, its successors and assigns, to enter and maintain the drainage of surface waters either above or below the surface of the ground, together with the right to install and maintain drainage facilities, on, along, over through, across, or under the following described land situate in St. Johns County, Florida to wit:

Property as described on attached EXHIBIT "A", incorporated by reference and made a part hereof.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our
Presence as Witnesses:

Grantor

Signature

Grace Marie Freigi

Print

Signature

Print

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by **GRACE MARIE FREIGI**, who is personally known to me, or has produced _____ as identification.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

A PART OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT A BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF LOT 53, UNIT NO. 1 OF ST. AUGUSTINE HEIGHTS SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A 20 FOOT DRAINAGE EASEMENT AND THE NORTHWEST CORNER OF A 25 FOOT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS 889, PAGE 1853 OF SAID PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°37'34" WEST, ALONG THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 2921, PAGE 1201 THE SAME BEING THE WESTERLY LINE OF AFOREMENTIONED UNIT NO. 1 OF ST. AUGUSTINE HEIGHTS SUBDIVISION, A DISTANCE OF 25.00 FEET; THENCE NORTH 89°23'08" WEST, A DISTANCE OF 5.17 FEET; THENCE NORTH 76°15'12" WEST, A DISTANCE OF 108.44 TO THE EASTERLY RIGHT OF WAY OF HILLTOP ROAD, A 60 FOOT RIGHT OF WAY AS MONUMENTED; THENCE NORTH 22°21'43" WEST ALONG THE SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 38.05 FEET; THENCE NORTH 25°54'38" EAST, ALONG THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN AFOREMENTIONED OFFICIAL RECORDS 2921, PAGE 1201, A DISTANCE OF 14.58 FEET; THENCE SOUTH 76°15'12" EAST, A DISTANCE 122.62 FEET; THENCE SOUTH 00°37'34" WEST, ALONG SAID WESTERLY LINE OF UNIT NO. 1 OF ST. AUGUSTINE HEIGHTS SUBDIVISION, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.13 ACRES, MORE OR LESS.

EXHIBIT "C" TO RESOLUTION

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS ("Agreement") entered into this _____ day of _____, 2009, by **GRACE MARIE FREIGI and ROBERT L. SUTTLE IRREVOCABLE TRUST** ("Grantor") whose address is 2590 Hill Top Road, St. Augustine, Florida 32086, in favor of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantee") whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

RECITALS:

WHEREAS, as a condition of the Memo of Understanding a Hold Harmless Agreement with the County, to further insulate the Grantor and the Grantee from any liability (administrative, legal, equitable or otherwise) for any negligent or intentional act or omission caused or directed by , which is related to, and/or associated with granting this Grant of Drainage Easement; and

WHEREAS, this Agreement pertains only to the property described in **Exhibit "A"** attached hereto and made a part hereof and confers no rights upon any other property as stipulated by Florida Statute.

NOW THEREFORE, the Applicant hereto, and in consideration of being granted the above referenced Grant of Drainage Easement, does hereby agree as follows:

Section 1. **Findings.** The above Recitals are incorporated by reference into the body of this Agreement, and such Recitals are acknowledged as Findings of Fact.

Section 2. **Definitions.** Construction – any improvements made to the land.

Section 3. **Duration of Agreement.** Agreement is to run with the land as described herein, to all subsequent heirs, successors, legal representatives, and assigns.

Section 4. **Intent of County with Respect to utilization of the easement,** With respect to Grantor utilization of the easement described herein for ingress and egress, it is the intent of the County to ensure that utilization of the easement for ingress and egress is inspected periodically, maintained, and repaired, as the need arises by the Grantee. In addition, Grantor will hold the County harmless, thereafter indemnifying the County from any third party, known or unknown at the time of this Agreement.

Section 5. **Indemnification.** The Grantor and Grantee shall indemnify, defend, and hold each other harmless from, and against, all claims to the extent permitted by law (including contractual, and injunctive), losses (including property, personal and/or real, and bodily injury), costs (including attorney's fees), suits, administrative actions, arbitration, originating from, incident to, connected with, or growing out of the County's authorization for Applicant to the County accepting the Grant of Drainage Easement.

Section 6. **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof; shall be severable, and the remaining portions of this Agreement, and all thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 7. **Amendments to this Agreement.** Both the Grantor and the Grantee acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the Grantor, and Grantee acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the Grantor, and Grantee.

Section 8. **Governing Law/Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the Permittee has signed and sealed these presents the day and year first written above.

Signed and sealed in our
presence as Witnesses:

Grantor

Print Name: _____

Grace Marie Freigi

Print Name: _____

Robert L. Suttle, Trustee

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Grace Marie Freigi and Trustee of the Robert L. Suttle Irrevocable Trust. Who are personally known to me or have produced _____ as identification.

Notary public
My Commission expires: _____

Signed and sealed in our
presence as Witnesses:

Grantee
St. Johns County , a political
subdivision in the State of Florida

Print Name: _____

Michael D. Wanchick
County Administrator

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Michael D. Wanchick. Who are personally known to me or have produced _____ as identification.

Notary public
My Commission expires: _____

EXHIBIT "A"

A PART OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT A BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF LOT 53, UNIT NO. 1 OF ST. AUGUSTINE HEIGHTS SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A 20 FOOT DRAINAGE EASEMENT AND THE NORTHWEST CORNER OF A 25 FOOT BASEMENT AS DESCRIBED IN OFFICIAL RECORDS 889, PAGE 1853 OF SAID PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $00^{\circ}37'34''$ WEST, ALONG THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 2921, PAGE 1201 THE SAME BEING THE WESTERLY LINE OF AFOREMENTIONED UNIT NO. 1 OF ST. AUGUSTINE HEIGHTS SUBDIVISION, A DISTANCE OF 25.00 FEET; THENCE NORTH $89^{\circ}23'08''$ WEST, A DISTANCE OF 5.17 FEET; THENCE NORTH $76^{\circ}15'12''$ WEST, A DISTANCE OF 108.44 TO THE EASTERLY RIGHT OF WAY OF HILLTOP ROAD, A 60 FOOT RIGHT OF WAY AS MONUMENTED; THENCE NORTH $22^{\circ}21'43''$ WEST ALONG THE SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 38.05 FEET; THENCE NORTH $25^{\circ}54'38''$ EAST, ALONG THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN AFOREMENTIONED OFFICIAL RECORDS 2921, PAGE 1201, A DISTANCE OF 14.58 FEET; THENCE SOUTH $76^{\circ}15'12''$ EAST, A DISTANCE 122.62 FEET; THENCE SOUTH $00^{\circ}37'34''$ WEST, ALONG SAID WESTERLY LINE OF UNIT NO. 1 OF ST. AUGUSTINE HEIGHTS SUBDIVISION, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.13 ACRES, MORE OR LESS.