

RESOLUTION NO. 2013- 65

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT FROM THE HASTINGS DRAINAGE DISTRICT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO JOIN IN THE EXECUTION OF THE EASEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, per St. Johns County's request, the Hastings Drainage District has presented to the County an Easement Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, said easement will give the County access to Canal 4 and the right to construct, install, operate, repair, maintain and replace sections of the canal in connection with the Masters Tract Regional Stormwater Treatment Facility Project; and

WHEREAS, the County agrees to join in the execution of the easement agreement to acknowledge the terms and conditions as set forth therein; and

WHEREAS, it is in the best interest of the County to accept the easement agreement for the health, safety and welfare of its citizens and move forward with the project.

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 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 on behalf of the County.

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

Section 4. To the extent that there are typographical and/or administrative 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.

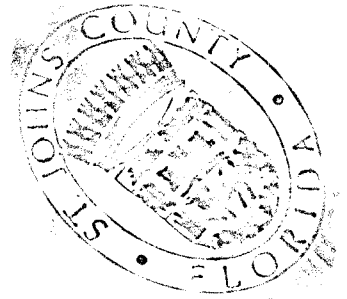
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of April, 2013.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: *John H. Morris*
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: *Pam Halterman*
Deputy Clerk



RENDITION DATE 4/3/13

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this day of _____, 2013, between the HASTINGS DRAINAGE DISTRICT, a Chapter 298, Florida Statutes drainage district, having a mailing address of Post Office Box 561, Hastings, Florida 32145 (hereinafter referred to as "HDD" or "Grantor") and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, having a mailing address of 500 San Sebastian View, St. Augustine, Florida 32084 (hereinafter referred to as "SJC" or "Grantee").

WITNESSETH: That Grantor, for an in consideration of the mutual covenants, terms, conditions and restrictions contained herein, the payment of Ten Dollars and No/100's (\$10.00), and other good and valuable consideration, in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor grants to Grantee an easement over and pertaining to certain real property owned by Grantor, the nature and character of which is set forth herein.

1. **Purpose.** The purpose of this easement is to establish an ingress and egress easement and provide SJC with the right, privilege, and authority to enter, construct, install, operate, repair, maintain and replace sections of Canal 4 adjacent to the County's land as described in the attached plans by utilizing the existing elevations of Canal 4 for the purposes of assuring proper flow, and maintaining vegetation on, along, over, through, across, or under the following described land situated in St. Johns County, Florida, to wit:

That real property as described on attached Exhibit "A" (the "Property") incorporated by reference and made a part hereof.

Any construction, installation, operation, repair, maintenance or replacement which SJC undertakes in connection with Agreement shall be at SJC's sole cost and expense. A copy of the final engineering plans for the improvements to be constructed by SJC pursuant to this Agreement are attached hereto as Exhibit B, and are incorporated herein by reference.

2. **Reservation of Grant.** The HDD reserves, without limitation, the following rights:

a. The right to preserve and protect the drainage conveyance value of the Property;

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Agreement;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times;

d. The right to proceed at law or in equity to enforce the provisions of this Agreement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth;

e. The right to use the Property for all purposes which do not interfere with the rights granted herein; and

f. The right to grant additional easements upon, over and within the Property which do not interfere with the rights granted herein.

3. **Rights and Responsibilities of SJC.** Pursuant to this Agreement, the SJC has the following rights and responsibilities:

a. The right to repair, operate and maintain the portions of Canal 4 depicted on Exhibit "A"; and to construct, repair, operate and maintain such water control structures on the Property as SJC shall, in its reasonable discretion, deem necessary to implement the purpose of this Agreement. In the event construction is not completed within ten years from the date of execution of this Agreement, all rights granted SJC hereunder shall terminate;

b. The right to excavate, dredge or remove vegetation, loam, peat, gravel, soil, rock or other material as needed to construct said improvement(s);

c. SJC shall not be entitled to any payment or contribution of any kind from the HDD for improvements, if any, SJC makes within, or related to, the Property;

d. The responsibility to repair any damage to the HDD's drainage system or obstructions thereto, including any damage to upstream or downstream properties caused by the actions of SJC, created by any actions of SJC impacting or affecting the Property which is the subject of this Agreement;

e. The right to enter upon the Property for the purpose set forth in this Agreement; and

f. SJC reserves unto itself the right and responsibility to enter upon the Property, and to perform all work required to construct, repair, operate

and maintain any improvements installed by SJC on the Property, at SJC's sole cost and expense.

4. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Agreement is prohibited. No amendment of these prohibitions may be made without both the SJC's and the HDD's written approval. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Installation of any structure that permanently restricts or diminishes the drainage flow within the Property (temporary restrictions are addressed above); or

b. Activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation (except as noted during construction as set forth herein).

5. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

6. **Recordation.** SJC shall record this instrument in a timely fashion in the official records of St. Johns County, Florida. SJC shall pay all recording costs and taxes necessary to record this Agreement in the public records. SJC will hold HDD harmless for any recording costs or taxes necessary to record this Agreement in the public records.

7. **Successors.** The covenants, terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

8. **Indemnification/Liability/Insurance.** To the extent allowed by Florida law, SJC indemnifies and holds the HDD, its respective agents, invitees, guests and employees, harmless from any and all liability, injuries, death or damages, including attorneys' fees, resulting from, arising out of or related to the use of the Property and easement by SJC and its respective heirs, personal representatives, successors and assigns, and their respective agents, invitees, guests and employees.

SJC is a self-insured for liability coverage through its self-insurance program. The County's self insurance program operates in accordance with Section 768.28 of the Florida Statutes, and provides applicable statutory limitations for liability coverage without waiver of sovereign immunity.

9. **Dispute Resolution.** In the event of any dispute arising out of this Agreement, the parties shall abide by the provisions of Chapter 164, Florida Statutes, titled *Governmental Disputes*.

10. **Attorneys' Fees.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of the proceedings in addition to any other relief granted.

11. **No Third Party Beneficiaries.** This easement is granted only for the benefit of the parties hereto, and their respective successors and assigns.

12. **Waiver.** No waiver of any portion 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.

13. **Obligation to Comply with all Laws and Regulations.** SJC shall comply with all applicable governmental or quasi-governmental laws, ordinances, rules and regulations of every kind pertaining to their respective interests in the Property and the easement or to the use thereof, including without limitation, any applicable law, ordinance, rule or regulation. SJC shall not commit or suffer any waste in the Property, or violate or breach any law, rule, regulation or ordinance to which SJC's interest in the Property and this easement is subject.

14. **Entire Agreement.** No prior or present agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or termination of the 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.

15. **Severability.** Should any one or more of the provisions of this 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.

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

17. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

18. **Venue.** The parties agree that any suit, action or other legal proceeding arising out of this 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 Agreement be brought in any other jurisdiction or venue.

19. **Reimbursement.** SJC shall reimburse the HDD, in an amount not to exceed \$5,000.00, for all legal fees and costs incurred by the HDD in the review and preparation of this Agreement, said payment to be paid by SJC to the HDD at or prior to the execution of this Agreement. The HDD shall not be responsible for any costs or expenses whatsoever connected with the preparation and recordation of this Agreement, or SJC's use of the Property or the exercise of its rights pursuant to this Agreement.

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

IN WITNESS WHEREOF, the HDD and SJC have set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

HASTINGS DRAINAGE DISTRICT, a Florida Chapter 298, Florida Statutes drainage district

[Signature]
Witness: Polly W. Johns
(Name Printed or Typed)

By: [Signature]
Print Name: JOHNNY C COUNTS
Title: CHAIRMAN

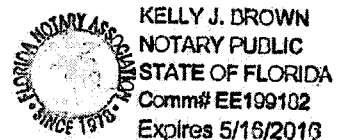
HDD/GRANTOR

[Signature]
Witness: Samuel E. Hurst
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15 day of February, 2013, by Johnny C Counts as Chairman of Hastings Drainage District, a Florida Chapter 298, Florida Statutes drainage district, on behalf of the District. Who is personally known to me or has produced _____ as identification.

Kelly J. Brown
Notary Public
My Commission expires: 5/16/16



ST. JOHNS COUNTY, FLORIDA

Witness: _____
(Name Printed or Typed)

By: _____
Print Name: Michael D. Wanchick
Title: County Administrator

SJC/GRANTEE

Witness: _____
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

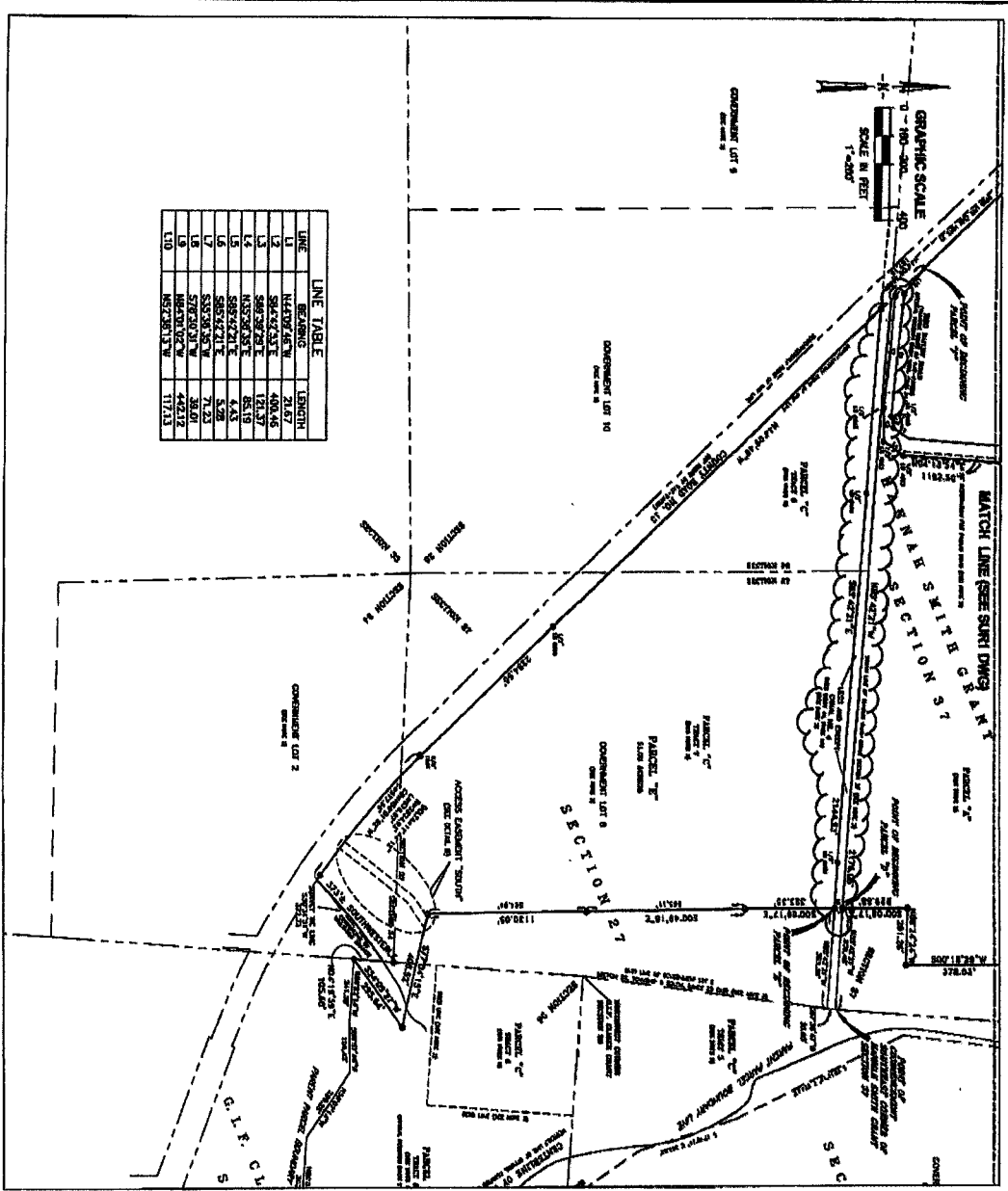
The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Michael D. Wanchick as County Administrator of St. Johns County, Florida, on behalf of the County. Who is personally known to me or has produced _____ as identification.

Notary Public
My Commission expires: _____

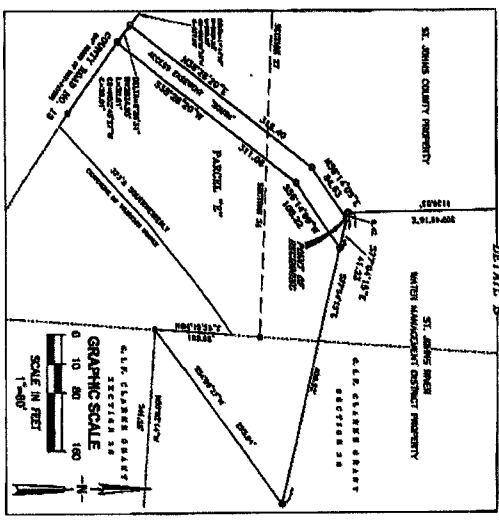
Exhibit "A"

A strip of land thirty (30) feet in width along the North line of Lot Ten (10) of Section 28, Township 9 South, Range 28 East, St. Johns County, Florida. And

A strip of land thirty (30) feet in width along the North line of Lot Eight (8) of Section 27, township 9 South, Range 28 East, St. Johns County, Florida.



LINE	BEARING	LENGTH
L1	N44°00'48"W	21.67
L2	S84°52'53"E	400.46
L3	S86°28'27"E	121.37
L4	N53°28'25"E	85.19
L5	S82°42'21"E	4.48
L6	S83°53'11"E	71.23
L7	S78°50'31"W	38.01
L8	N64°01'02"W	444.12
L9	N52°28'13"W	117.13



A SKETCH AND DESCRIPTION OF THE MASTERS PARCEL
 BEING A PORTION OF SECTIONS 27, 28 AND 29 AND A PORTION OF THE HERRING SOUTH CANAL, SECTIONS 27
 AND A PORTION OF THE ELLI, CUMBER CREEK, SECTIONS 28 AND 29, IN SPANISH 9 SOUTH, RANGE 28 EAST,
 21, 22ND COUNTY, FLORIDA.

FILE: ST. JOHNS COUNTY REAL ESTATE DIVISION

LEGEND

- 1 FOUND FROM AND CAP DESCRIBED
- 2 FOUND FROM PERM AND CAP DESCRIBED
- 3 FOUND FROM PERM AND CAP DESCRIBED
- 4 FOUND 3" CHAINED BENTONITE ALUMINUM BREAKAWAY SIGNPOST US 9000
- 5 "1/2" IRON PIPE AND CAP 18 8073
- 6 BENCHMARK
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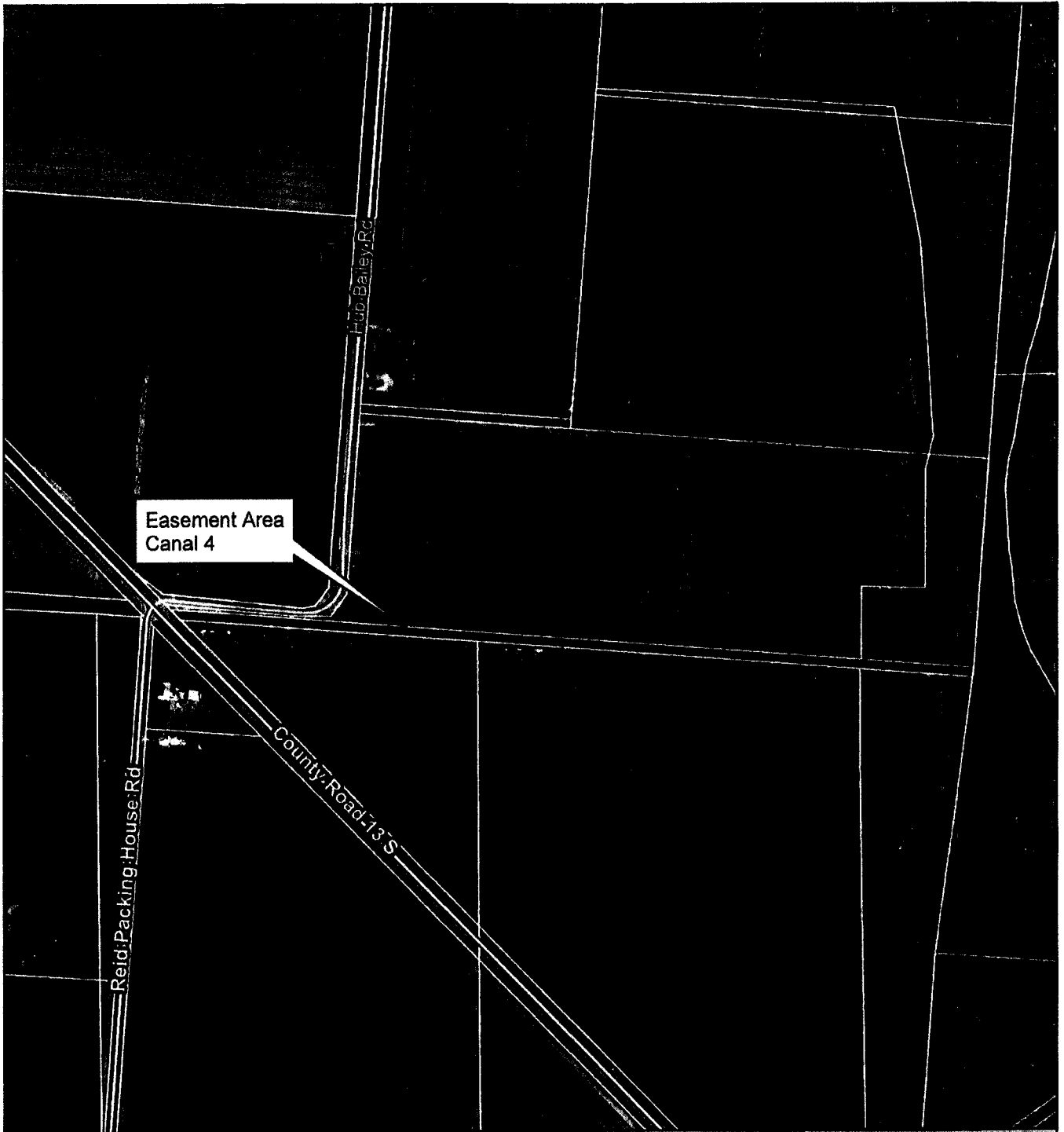
JONES EDMUNDS
 2700 WASHINGTON BLVD., SUITE 1000, ARLINGTON, VA 22201-4411
 PHONE: (703) 475-7000 FAX: (703) 475-7001
 WWW: JONES-EDMUNDS.COM

MASTERS TRACT
 REGIONAL STORMWATER TREATMENT FACILITY
 ST. JOHNS COUNTY, FLORIDA

BOUNDARY SURVEY - SOUTH

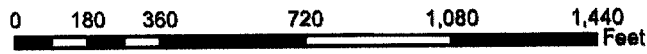
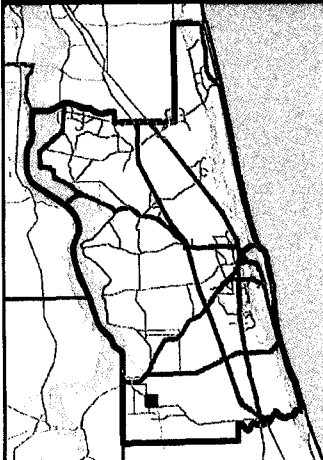
DATE: NOV 2010
 SCALE: AS SHOWN
 PROJECT NO.: 19270-04-01
 SHEET NO.: 18 OF 24

80% SUBMITTAL



Easement Area
Canal 4

**Easement Agreement
Masters Tract Regional
Stormwater Treatment Facility**



2010 Aerial Imagery

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
March 12, 2013
(904) 209-0790

DISCLAIMER
This map is for reference use
only. Data provided are derived
from multiple sources with
varying levels of accuracy.