

RESOLUTION NO. 2014- 128

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN EASEMENT AGREEMENT FOR ACCESS TO PROPERTY LOCATED AT 7724 A1A SOUTH.

RECITALS

WHEREAS, the property owners, John M. Sullivan and Laura G. Sullivan, have requested a non-exclusive easement from St. Johns County, to access their property over County owned property; and

WHEREAS, they have agreed to pay the County \$2,000 for a year to use the property until they construct a driveway on their property; and

WHEREAS, they will be responsible for maintaining, repairs and insurance on this property during the duration of this easement; and

WHEREAS, it is in the best interest of St. Johns County to agree to this Easement Agreement.

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 approves the terms of the Easement Agreement and authorizes the County Administrator, or designee, to execute said Easement Agreement.

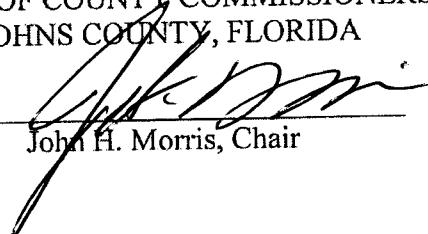
Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Court of St. Johns County is instructed to record the original Easement Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of May, 2014.

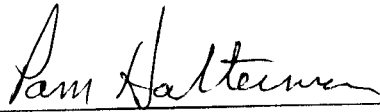
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

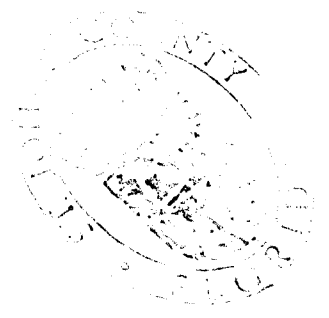
By: _____


John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____





RENDITION DATE 5/22/14

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

EASEMENT AGREEMENT

THIS INDENTURE is made this 23 day of April, 2014, between **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 **GRANTOR**, and **JOHN M. SULLIVAN AND LAURA G. SULLIVAN**, a married couple, whose address is 7724 A1A South, St. Augustine, Florida 32080, hereinafter called **GRANTEES**. As used in this Easement Agreement, all references to Grantor shall include Grantor's successors and assigns and all subsequent owners of the Property described in **EXHIBIT A** (the Premises), and all references to Grantees shall include Grantees' successors and assigns.

Recitals

WHEREAS, Grantor is the fee simple owner of the Premises; and

WHEREAS, Grantor desires to grant a non-exclusive easement on, over, and across the Premises to Grantees for the purpose of (i) ingress and egress to the property located at 7724 A1A South, St. Augustine, Florida 32080, as more particularly described on Exhibit "B" attached hereto (the "Grantee Property"); and (ii) maintenance, repair, and replacement of a driveway, culvert, and related improvements and landscaping on the Premises to facilitate such ingress and egress; and

WHEREAS, Grantees are the fee simple owners of the Grantee Property; and

WHEREAS, Grantees desire to use the Premises for the purpose of ingress and egress to the Grantee Property until a driveway can be constructed on the Grantee Property; and

WHEREAS, the parties desire to memorialize the terms of said easement in this Easement Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. The above recitals are adopted by the parties as findings of fact and are incorporated into this Easement Agreement by reference.
2. The duration of this Easement Agreement shall be for one year from the date of execution by both parties.
3. Grantor, for and in consideration of the sum of two thousand dollars (\$2,000.00) and other good and valuable consideration conveys to Grantees a non-exclusive ingress and egress easement over, across, and on the Premises, with the right, privilege, and authority to Grantees to enter and maintain the Premises and to maintain, repair and replace the driveway, culvert,

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and related improvements located thereon, providing access to improvements on the Grantee Property as such driveway is currently located or such other location as is acceptable to Grantees. The easement shall not convey any additional rights in the Premises upon Grantees except as set forth in this Easement Agreement. Grantor warrants that it is the lawful owner of the Premises in fee simple and that it has the authority to convey this easement.

4. Grantees agree that they shall be responsible for the maintenance of the driveway and culvert located upon the Premises. Grantees shall keep the driveway and culvert in good condition and repair and in compliance with all applicable laws, rules, regulations and ordinances, in their use and operation of the driveway.

5. Grantees, in consideration for the use of the Premises, do hereby release and discharge and further will indemnify and save harmless the Grantor from any claims for personal injuries or property damages, including reasonable costs and attorney's fees, arising in any manner by virtue of the use or occupancy of the Premises by the Grantees, whether existing at the time of execution of this Easement Agreement or arising during the duration of this Easement Agreement. Grantees further agree to indemnify and save harmless the Grantor from any liability for damage, injury, or death to any person or persons arising out of the use of the Premises by Grantees, Grantees' licensees, or Grantees' invitees, including reasonable costs and attorney's fees, provided such damage, injury, or death is not due to Grantor's own negligence.

6. Grantees agree to provide and maintain a public liability policy on the Premises in the amount of one hundred thousand dollars (\$100,000.00) and shall provide a certificate of insurance to Grantor showing that Grantees have obtained such a policy. The certificate of insurance shall clearly indicate the type and amount of insurance obtained by Grantees and shall provide that no material change or cancellation of the insurance shall be effective without 30 days prior written notice to Grantor. Grantor shall be identified as an additional insured on the policy.

7. If Grantees sell, or otherwise transfer, the property located at 7724 A1A South, St. Augustine, Florida 32084, Grantees shall assign their interest in this Easement Agreement to the buyer or transferee and shall notify Grantor in writing within 30 days of such assignment.

8. Grantor reserves all rights and interests in the Premises not inconsistent with the use specified in this Easement Agreement.

9. Grantees acknowledge that they have inspected the Premises and accept the easement as is with full knowledge of the condition of the Premises. Grantor makes no representations to Grantees with respect to the Premises other than those set forth in this Easement Agreement.

10. This Easement Agreement runs with the land and is binding on both parties and their successors and assigns.

11. Both parties acknowledge that they have participated in the drafting of this Easement

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Agreement and have had the opportunity to have this Easement Agreement reviewed by legal counsel of their choosing. Therefore, this Easement Agreement shall not be construed against the drafter.

12. This Easement Agreement shall be construed in accordance with the laws of the state of Florida. Venue for any legal, equitable, or administrative dispute arising in connection with this Easement Agreement shall lie exclusively in St. Johns County. Should any such dispute arise, the prevailing party shall be entitled to receive reasonable costs and attorney's fees incurred in connection with the dispute.

13. If any part of this Easement Agreement, or any application thereof, is declared invalid for any reason, then such part, or the proscribed application, shall be severable, and the remaining portions of this Easement Agreement, and all applications thereof, not having been declared invalid shall remain in effect.

14. The failure of either party to insist upon strict performance of any requirement of this Easement Agreement shall not be construed as a waiver of such requirement on any subsequent occasion.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth above.

Signed and Sealed in Our
Presence as Witnesses:

ST. JOHNS COUNTY, FLORIDA

Signature

Print

Signature

Print

By: _____

Michael D. Wanchick
County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23rd day of April, 2014, by Michael D. Wanchick, County Administrator who is personally known to me.

JS

Signed and Sealed in Our Presence as Witnesses:

[Signature]
Signature

KAIS ECKLAR
Print

[Signature]
Signature

Beth P Glavin
Print

Notary Public

My Commission Expires: _____

[Signature]
John M. Sullivan

[Signature]
Laura G. Sullivan

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23rd day of April, 2014, by John M. Sullivan and Laura G. Sullivan, who is personally known to me or has produced FLDL as identification.



[Signature]
Notary Public

My Commission Expires: 10.4.15

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EXHIBIT "A"

The West 320 feet of the North 70 feet of Lot 45, Boys Work Subdivision as recorded in Map 3, page 13 of the Public Records of St. Johns County, Florida, lying East of SRA1A, as presently established.

EXHIBIT "B"

All that portion of Lot 44 of the Boy's Work Incorporated Subdivision, as per map or plat thereof recorded in Map Book 3, page 13, Public Records of St. Johns County, Florida, lying east of the road now known as Ocean Shore Boulevard Road.



Easement Area
(Yellow)

11A S



2013 Aerial Imagery

0 25 50

Feet
April 28, 2014

Easement Area

County owned lot

Land Management
Systems
Real Estate
Division
(904) 209-0796

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
The St. Johns County Real Estate
Division disclaims all responsibility
for the accuracy or completeness
of the data shown hereon.

