

RESOLUTION NO. 2017- 239

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, RESCINDING THE AUTHORIZATION OF RESOLUTION 2017-171 FOR ACCEPTING A NON-EXCLUSIVE GRANT OF PEDESTRIAN ACCESS EASEMENT FROM PINE ISLAND PROPERTY ACQUISITION, LLC TO ST. JOHNS COUNTY; ACKNOWLEDGING THE OFFER OF AN EASEMENT AND DOCK ON THE PINE ISLAND FISH CAMP PROPERTY AS REQUIRED IN THE PALENCIA NORTH PLANNED UNIT DEVELOPMENT (ST. JOHNS COUNTY ORDINANCE 2005-108, AS AMENDED); NOT ACCEPTING THE OFFERED EASEMENT AND DOCK FOR PUBLIC POLICY REASONS AND CONSIDERATIONS; ACKNOWLEDGING FULLFILLMENT OF CONDITIONS REQUIRED BY THE PALENCIA NORTH PUD AND COMPREHENSIVE PLAN AND ALLOWING THE PROPERTY OWNER TO APPLY FOR AND RECEIVE DEVELOPMENT PLAN APPROVAL.

RECITALS

WHEREAS, Section 8.1.5 of the Palencia North Planned Unit Development (Ordinance 2005-108, as amended), required the developer to grant to St. Johns County a non-exclusive easement over a portion of its property known as the Pine Island Fish Camp to allow public dock/boat access on or before the approval of the Final Development Plan; and

WHEREAS, Pine Island Property Acquisition Company, LLC has presented and offered to St. Johns County a Non-Exclusive Grant of Pedestrian Access Easement (the "Easement"), with certain terms and conditions, to fulfill the requirement; and

WHEREAS, Pine Island Property Acquisition Company, LLC has also represented and offered to St. Johns County that it would convey the existing fixed boat dock located on the northern portion of the Property (the "Dock"); and

WHEREAS, on May 18, 2017, the Board of County Commissioners (the "Board") approved the adoption of Resolution 2017-171, accepting the granting of the Easement and the Dock on the Property contingent on receiving a Bill of Sale for the Dock, attached to this Resolution as "Exhibit A"; and

WHEREAS, on June 20, 2017, the Board unanimously reconsidered the acceptance of the Easement and Dock;; and

WHEREAS, on June 20 2017, the Board discussed and agreed to not accept the easement or dock on the Property due to public policy reasons and considerations and unanimously agreed to allow the Property to proceed with development without an easement granted to St. Johns County; and

WHEREAS, the Board recognizes that the good faith offer of the Easement and Dock to St. Johns County has satisfied the requirements of Section 8.1.5 of the Palencia North PUD (Ordinance 2005-108, as amended), and Policy F.1.1.2 of the St. Johns County Comprehensive Plan.

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 rescinds St. Johns County Resolution 2017-171 and rescinds the authority for accepting a non-exclusive grant of easement and a bill of sale for the Dock.

Section 3. The Board of County Commissioners does not accept the offer of the Easement and does not accept the offer of the bill of sale for the Dock due to public policy reasons and considerations.

Section 4. The Board recognizes that the good faith offer of the Easement and the Dock fulfills the requirements of Section 8.1.5 of the Palencia North PUD (Ordinance 2005-108, as amended) and the Policy F.1.1.2 of the St. Johns County Comprehensive Plan.

Section 5. The property known as the Pine Island Fish Camp in the Palencia North PUD (Ordinance 2005-108, as amended), may proceed with an application for approval of a Final Development Plan (or current equivalent) as provided in Section 8.1.5 of the PUD, notwithstanding St. Johns County's refusal of the offer of the Easement and Dock

Section 6. 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 this 18th day of

July, 2017.

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

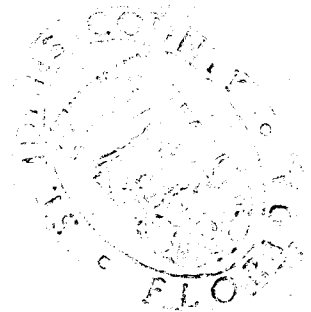
By: _____

[Signature]
James E. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: *Pam Halterman*
Deputy Clerk

RENDITION DATE 7/20/17



RESOLUTION NO. 2017-171

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A NON-EXCLUSIVE GRANT OF PEDESTRIAN ACCESS EASEMENT FROM PINE ISLAND PROPERTY ACQUISITION, LLC TO ST. JOHNS COUNTY TO ALLOW PUBLIC DOCK/BOAT ACCESS AS REQUIRED IN THE PALENCIA NORTH PLANNED UNIT DEVELOPMENT APPROVED UNDER ST. JOHNS COUNTY ORDINANCE 2005-108.

RECITALS

WHEREAS, Section 8.1.5 of the Palencia North Planned Unit Development, requires the developer to grant to St. Johns County a non-exclusive easement over a portion of its property to allow public dock/boat access on or before the approval of the Final Development Plan; and

WHEREAS, Pine Island Property Acquisition Company, LLC has presented to St. Johns County a Non-Exclusive Grant of Pedestrian Access Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, with certain terms and conditions, to fulfill the requirement; and

WHEREAS, Pine Island Property Acquisition Company, LLC has also presented to St. Johns County that it would be granting the existing Boat Dock on the northern portion of the property as depicted in the attached sketch, and the County has indicated acceptance of such boat dock;

WHEREAS, said easement grants pedestrian access for the purpose of providing public boat/dock access as mentioned above from the public right-of-way known as Pine Island Road.

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 Non-Exclusive Grant of Pedestrian Access Easement attached hereto contingent upon acceptance of a Bill of Sale to the County for the existing Boat Dock on the northern portion of the property as depicted in the attached sketch. The Board of County Commissioners also hereby accepts conveyance of the existing Boat Dock as presented and represented on the May 18, 2017 hearing.

Section 3. The Clerk is instructed to record the original Non-Exclusive Grant of Pedestrian Access Easement in the public records of St. Johns County, Florida upon the County accepting a Bill of Sale to the County for the existing Boat Dock on the northern portion of the property as depicted in the attached sketch.

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 this 16 day of May, 2017.

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

By: _____

James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____

Pam Halterma
Deputy Clerk

RENDITION DATE 6/6/17



Exhibit "A" to Resolution

THIS DOCUMENT PREPARED
BY AND RETURN TO:

KATHRYN F. WHITTINGTON, ESQ.
24 CATHEDRAL PLACE, SUITE 400
ST. AUGUSTINE, FL 32084

**NON-EXCLUSIVE GRANT
OF PEDESTRIAN ACCESS EASEMENT**

THIS PEDESTRIAN ACCESS EASEMENT (the "Easement") is executed and given this ____ day of _____, 2017, by **PINE ISLAND PROPERTY ACQUISITION COMPANY, LLC**, a Florida limited liability company, whose address is 605 Palencia Club Drive, St. Augustine, Florida 32095, hereinafter called the "Grantor" (which term shall include its successors and assigns), to **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 the "Grantee" (which term shall include its successors and assigns).

BACKGROUND FACTS

- A. Grantor is the owner of that certain parcel of real property described in **Exhibit "A"** attached to this Easement (the "Grantor's Property") and that certain parcel of real property described in **Exhibit "B"** attached to this Easement (the "Easement Area"). The Easement Area is located entirely within the Grantor's Property in St. Johns County, Florida.
- B. The Grantor's Property and the Easement Area is located within the Palencia North Planned Unit Development approved under St. Johns County Ordinance 2005-108, as amended (the "PUD") and within the Marshall Creek Development of Regional Impact approved under St. Johns County Resolution 98-191, as amended (the "DRI").
- C. Section 8.1.5 of the PUD requires the Grantor to grant the Grantee a non-exclusive easement over the northerly portion of the Grantor's Property to allow public dock/boat access on or before the approval of a Final Development Plan for the Grantor's Property.
- D. Grantor is an affiliated entity of the Master Developer of the DRI and the PUD.

- E. Grantor desires to grant a pedestrian access easement to Grantee for the purpose of providing pedestrian access over and across the Easement Area to Grantee, its authorized agents, employees, guests, invitees and licensees, including, without limitation, a way of passage by foot over, across, and through the Easement Area for the purpose of providing public dock/boat access, ingress, and egress to and from the public right-of-way known as Pine Island Road (the "Benefitted Property") located in St. Johns County, Florida. Such Easement Area includes public access to the existing boat dock located on or adjacent to the Property.
- F. Grantee acknowledges and agrees that the Easement granted herein is in complete satisfaction of the requirements of Special Condition 7(c) of the DRI, Section 8.1.5 of the PUD and Policy F.1.1.2 of the St. Johns County Comprehensive Plan.
- G. The location of the Easement Area has been mutually agreed upon by the Grantor and Grantee.
- H. Grantor is lawfully seized of the Easement Area in fee simple and thereby has the authority to grant the Easement.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantor hereby gives, grants, dedicates and conveys to the Grantee for the use, enjoyment and benefit of Grantee, as the owner and maintenance provider of the Benefitted Property, a non-exclusive permanent public pedestrian access easement and right-of-way (the "Easement") with the right, privilege and authority to said Grantee for the use, enjoyment and benefit of Grantee for the purposes herein expressed, on, along, over and across the Easement Area.

TO HAVE AND TO HOLD the Easement and right-of-way is hereby granted unto Grantee, as an appurtenance to the Benefitted Property, upon and subject to the following terms, conditions and reservations, which terms, conditions and reservations are agreed to and accepted by Grantee as evidenced by Grantee's acceptance and recordation of this instrument in the public records of St. Johns County, Florida for the purposes set forth herein:

1. Grant of Easement.

The Easement shall be and exist for the purpose of providing to Grantee, its guests, invitees and licensees, a way of pedestrian passage by foot, over and across the Easement Area for the purposes of providing ingress and egress to and from the Benefited Property (the "Pedestrian Path") and of providing public dock/boat access to the existing dock located on or adjacent to the Property (the "Dock"). The Easement granted herein includes the right of Grantee to install, repair, maintain, and replace the Path for public use and includes the right to install, repair, maintain and replace the Dock for public use. The Easement is subject to all instruments of public record as of the date hereof, and shall not include the right to drive or park vehicles upon the Easement Area except to maintain the Path or the Dock.

2. Disclaimer of Warranty.

Grantor makes no representations nor grants any warranties of any kind, whether express, implied, statutory, or otherwise, including, without limitation, any warranty for quality or fitness for any particular use or purpose, and Grantee accepts the Easement granted herein over the Easement Area on an "as is, where is" and "with all faults".

3. Reserved Rights.

Grantor reserves unto itself the perpetual the right and privilege to use and occupy and to grant to others the right to use and occupy the surface of, air space over, and subsurface of the Easement Area for any purpose which does not unreasonably interfere with the non-exclusive and perpetual rights herein granted to Grantee. Prohibited uses of the Easement Area shall consist of, but are not limited to, permanent structures, buildings, fences, or any excavation or alteration of the path and earth slope. Grantor shall not permit any utilities, drainage improvements or similar facilities to be located within the Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld.

4. Maintenance.

Grantee shall be solely responsible for the maintenance of the Pedestrian Path and the Dock and earth cut/fill slope, and any related facilities located within the Easement Area, at Grantee's sole cost and expense, which shall be maintained in good condition and repair. If Grantee fails to maintain the Pedestrian Path on the Easement Area in good and safe condition and repair, Grantor shall be entitled to reimbursement from the Grantee of any maintenance costs incurred by Grantor to maintain the Pedestrian Path, provided Grantor provides the Grantee with prior written notice specifying the maintenance deficiency, including a budget setting forth the estimated cost to correct such maintenance deficiency and giving the Grantee thirty (30) days written notice to correct such specified maintenance deficiency in a quality manner. At Grantor's option, Grantor may elect to take over the maintenance of all or a portion of the Grantee's Improvements, as evidenced by the Grantor's recording of an election to take over

maintenance of all or the specified portion of the Pedestrian Path in the public records of St. Johns County, Florida.

5. Relocation.

The Easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the Easement Area. At Grantor's request, Grantee and Grantor shall execute an instrument in recordable form relocating the Easement hereby granted to the new Easement Area designated by and in the title of Grantor.

6. Permits and Improvements.

Any improvements to or within the Easement Area made by the Grantee shall be at the sole expense of the Grantee and shall be subject to the approval of the Grantor, which approval shall not be unreasonably withheld. Any local, state or federal permits necessary to authorize the construction of improvements within the Easement Area proposed by the Grantee shall be obtained by the Grantee and shall not adversely affect any permits needed by the Grantor to facilitate the development of the remainder of the Grantor's Property, or any properties located within the DRI or the PUD.

7. Indemnification and Hold Harmless.

Grantee hereby agrees that Grantor shall have no liability arising from public use of the Path or facilities located thereon or the Dock. Grantee further agrees to indemnify, defend and hold harmless Grantor, for any loss, damage, claim, cost or expense incurred by Grantor, including reasonable attorneys' fees at the trial level or on appeal, involving the Pedestrian Path or the Dock or arising out of the exercise by Grantee or its agents, invitees or designees, or members of the public, of the easement rights herein granted, excluding the gross negligence of Grantor or its agents, employees, guests, invitees, licensees and designees, and subject to the statutory limitations of Section 768.28 of the *Florida Statutes*. Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver or abrogation of Grantee's right of sovereign immunity Section 768.28, *Florida Statutes*, or any successor statute.

[THIS SPACE INTENTIONALLY LEFT BLANK]



ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS
Since 1974

www.rmangas.com

tel 904-642-8550 • fax 904-642-4165

14775 Old St. Augustine Road • Jacksonville, Florida 32258

Revised May 11, 2017
April 28, 2017
Ball Tract

Work Order No.17-088.00
File No. 124A-08.00A

Pedestrian Easement

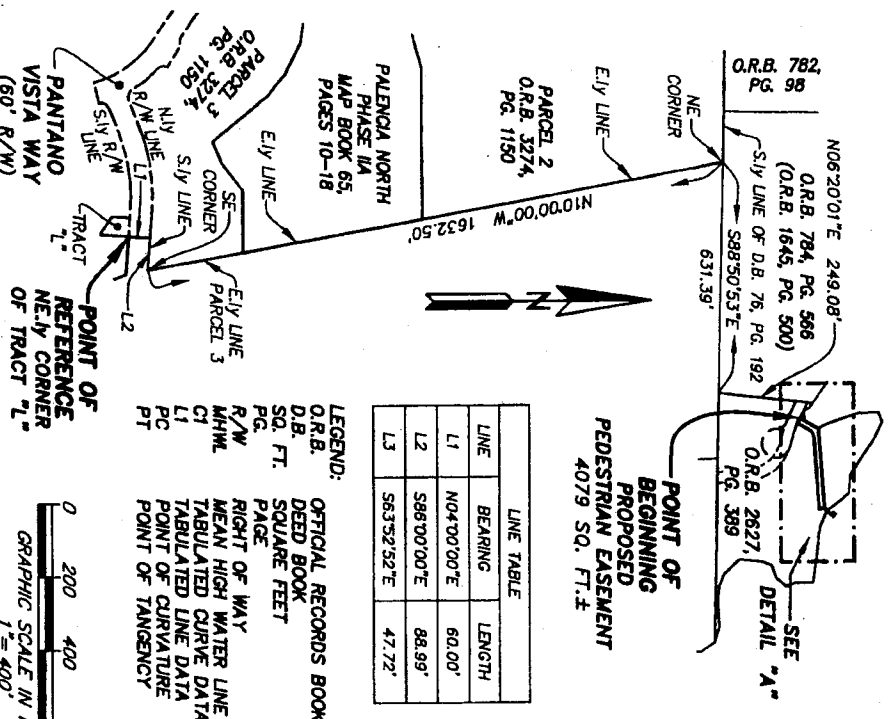
A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 389, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Tract "L", Palencia North Phase IIA, recorded in Map Book 65, pages 10 through 18, said Public Records; thence North 04°00'00" East, along the Easterly line of said Palencia North Phase IIA, a distance of 60.00 feet to a point lying on the Southerly line of Parcel 3 as described and recorded in Official Records Book 3274, page 1150, said Public Records; thence South 86°00'00" East, departing said Easterly line and along said Southerly line, 88.99 feet to the Southeast corner thereof; thence North 10°00'00" West, along the Easterly line of said Parcel 3, along said Easterly line of Palencia North Phase IIA and along the Easterly line of Parcel 2 as described and recorded in said Official Records Book 3274, page 1150, a distance of 1632.50 feet to the Northeast corner of said Parcel 2, said corner lying on the Southerly line of those lands described and recorded in Deed Book 76, page 192, said Public Records; thence South 88°50'53" East, along said Southerly line, 631.39 feet to its intersection with the boundary line of said Official Records Book 2627, page 389; thence North 06°20'01" East, departing said Southerly line and along said boundary line, 249.08 feet to the Northwesterly corner of Easement Parcel as described and recorded in Official Records Book 1785, page 1225, said Public Records; thence South 63°52'52" East, departing said boundary line and along the Northerly line of said Easement Parcel, 47.72 feet to its intersection with the Southerly prolongation of the Southerly Mean High Water Line of Deep Creek and the Point of Beginning.

From said Point of Beginning, thence North 29°19'41" East, departing said Northerly line of Easement Parcel, along said Southerly prolongation and along said Southerly Mean High Water Line of Deep Creek, 59.82 feet; thence North 85°44'12" East, departing said Southerly Mean High Water Line, 217.96 feet; thence South 04°15'48" East, 15.00 feet; thence South 85°44'12" West, 193.83 feet to the point of curvature of a curve concave Southeasterly having a radius of 30.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 56°24'31", an arc length of 29.54 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 57°31'56" West, 28.36 feet; thence South 29°19'41" West, 34.85 feet to a point lying on said Northerly line of Easement Parcel; thence North 63°52'52" West, along said Northerly line, 15.02 feet to the Point of Beginning.

Containing 4079 square feet, more or less.

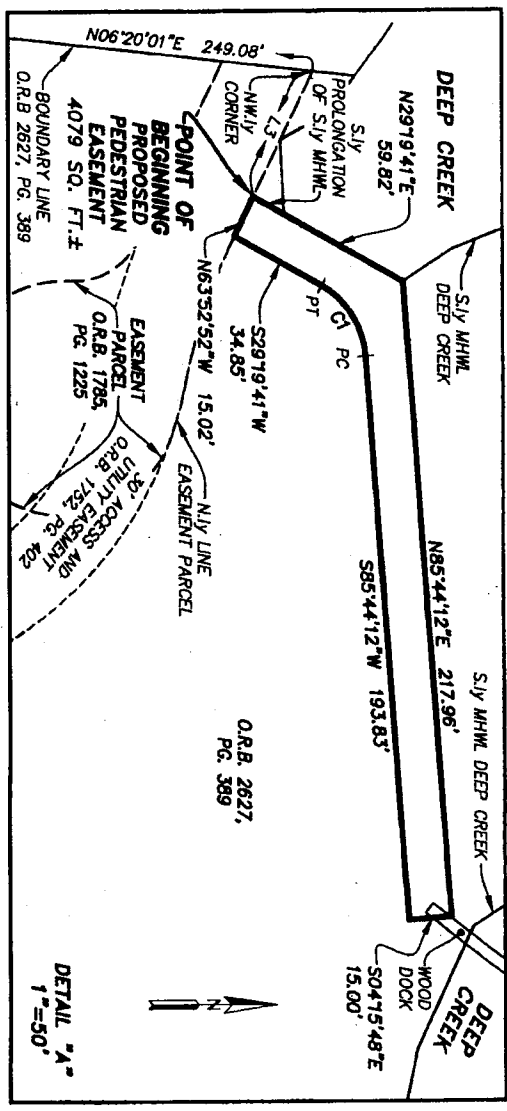
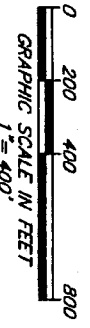
**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5
SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A
PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS
BOOK 2627, PAGE 389, OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



LINE TABLE

LINE	BEARING	LENGTH
L1	N04°00'00"E	60.00'
L2	S88°00'00"E	88.99'
L3	S63°52'52"E	47.72'

LEGEND:
 O.R.B. OFFICIAL RECORDS BOOK
 D.B. DEED BOOK
 SQ. FT. SQUARE FEET
 PG. PAGE
 R/W RIGHT OF WAY
 MHW MEAN HIGH WATER LINE
 C1 TABULATED CURVE DATA
 L1 POINT OF CURVATURE
 L2 POINT OF TANGENCY



CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	30.00'	56°24'31"	29.54'	S57°31'56"W	28.36'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

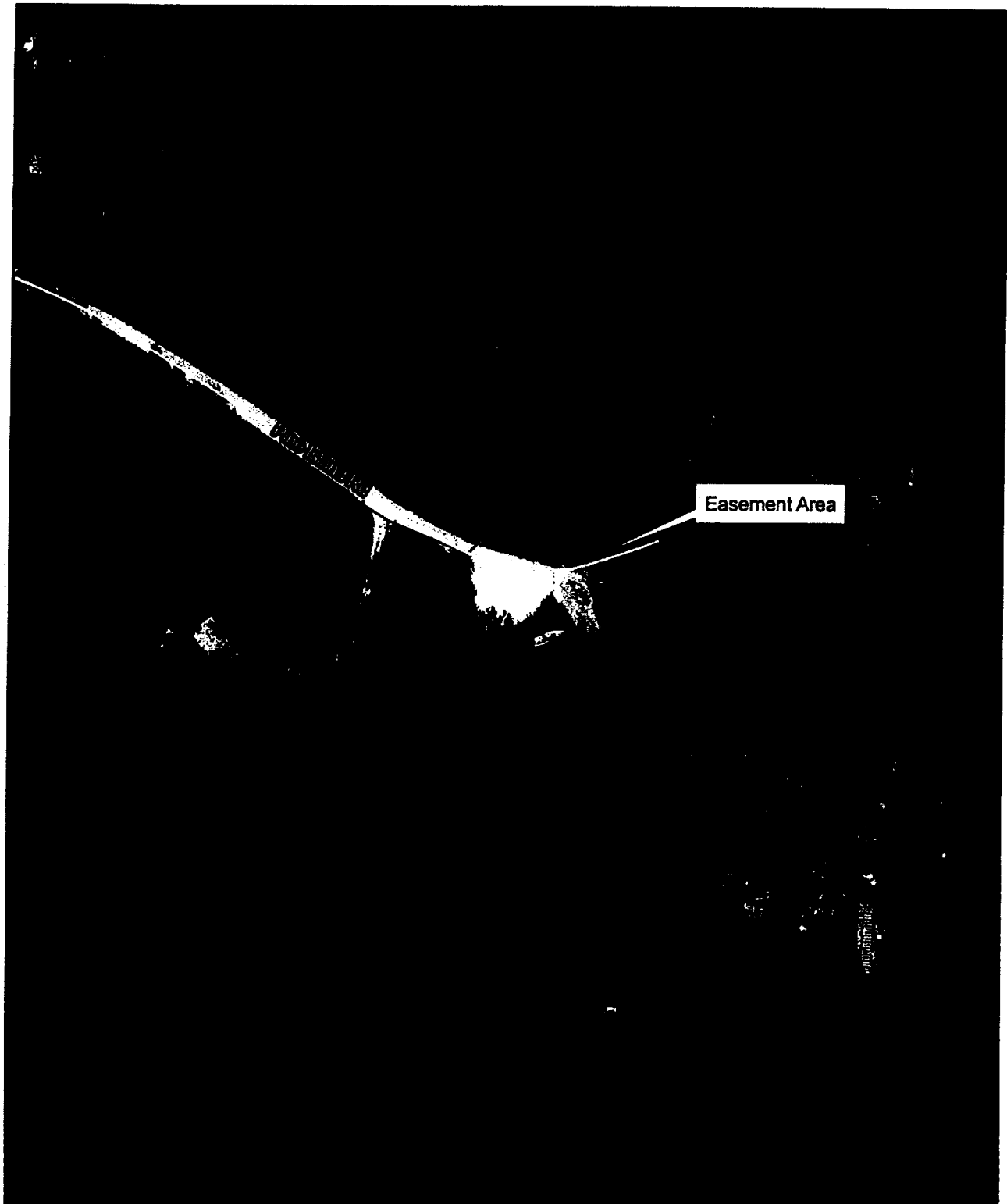
- GENERAL NOTES:**
- 1) THIS IS NOT A SURVEY.
 - 2) BEARINGS BASED ON THE EASTERLY LINE OF PALENCIA NORTH PHASE IIA AS BEING NORTH 10°00'00" WEST.
 - 3) MEAN HIGH WATER LINES DEPICTED HEREON PER PREVIOUS SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., FILE NO. 1180-07, DATED NOVEMBER 21, 2005.



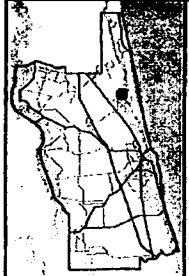
ROBERT M. ANGAS ASSOCIATES, INC.
 SURVEYORS • PLANNERS • CIVIL ENGINEERS
 14375 Old St. Augustine Road, Jacksonville, FL 32208
 Tel: (904) 842-6550 Fax: (904) 842-4165
 Certificate of Authorization No.: LB 3824

DATE: **APRIL 28, 2017**
 SCALE: **1"=400'**
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA

[Signature]
DAMON J. KELLY
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA



Easement Area



2013 Aerial Imagery

April 12, 2017

Non-Exclusive Grant of Pedestrian
Access Easement

Pine Island Road

Land Management
Systems
Real Estate
Division
(904) 209-0790

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.

