

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING GRANT OF EASEMENTS AND EASEMENT AGREEMENT IN CONNECTION WITH DRAINAGE IMPROVEMENTS ALONG REID PACKING HOUSE ROAD AND AUTHORIZING THE CHAIR OF THE BOARD TO JOIN IN THE EXECUTION OF THE EASEMENT AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, property owners along Reid Packing House Road, just north of its intersection with Kelly Road, have executed and presented to the County Grant of Easements, attached hereto as Exhibits "A", "B", "C", and "D", incorporated by reference and made a part hereof; and

WHEREAS, the Hastings Drainage District has executed and presented to the County an Easement Agreement, attached hereto as Exhibit "E", incorporated by reference and made a part hereof; and

WHEREAS, said easements allow the County access to the canal and surrounding properties to perform drainage and safety improvements; and

WHEREAS, it is in the best interest of the County to accept the Grant of Easements and 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.

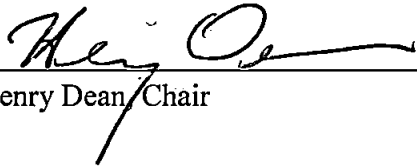
Section 2. The Board of County Commissioners hereby accepts the Grant of Easements and Easement Agreement and authorizes the Chair of the Board to execute the Easement Agreement on behalf of the County.

Section 3. The Clerk is instructed to record the original Grant of Easements and 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 19 day of JUNE, 2018.

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

By: 
Henry Dean / Chair

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 6/22/18



Exhibit "A" to Resolution

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

GRANT OF EASEMENT

THIS INDENTURE, made this 14th day of February, 2018, between PRISCILLA MARLENE PERRY and TIMOTHY PERRY, husband and wife, whose address is 8700 Reid Packing House Road, Hasting, Florida 32145, 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:

Laurie Ford
Signature
Laurie Ford
Print
Laurie Ford
Signature
Laurie Ford
Print

Priscilla Marlene Perry
Priscilla Marlene Perry
Timothy Perry
Timothy Perry

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14th day of February, 2018, by Priscilla Marlene Perry and Timothy Perry, who are personally known to me or have produced 22 Drivers Lic. as identification.

Laurie Ford
Notary Public
My Commission Expires: 4-17-2020



Laurie Ford
MY COMMISSION # FF 944828
EXPIRES: April 17, 2020
Bonded Thru Budget Notary Services

Exhibit "A"

EASEMENT 5

A PARCEL OF LAND IN LOT 15, ESTES AND ERWIN SUBDIVISION, MAP BOOK 1, PAGE 106 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 15 OF SAID ESTES AND ERWIN SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF REID PACKING HOUSE ROAD, A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 00°50'45" EAST , ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 407.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 53°10'44" EAST A DISTANCE OF 18.54 FEET; THENCE SOUTH 00°50'45" EAST A DISTANCE OF 69.11 FEET; THENCE SOUTH 89°09'15" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 00°50'45" WEST, ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE, A DISTANCE OF 58.22 FEET TO THE POINT OF BEGINNING. CONTAINING 956.00 SQUARE FEET, MORE OR LESS.

Exhibit "B" to Resolution

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

GRANT OF EASEMENT

THIS INDENTURE, made this 17th day of April, 2018, between Sandra L. Baker, whose address is 8705 Reid Packing House Road, Hastings, Florida 32145, 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:

Laurie Ford
Signature

Laurie Ford
Print

Gail Oliver
Signature

Gail Oliver
Print

Sandra L. Baker
Sandra L. Baker

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 17th day of April, 2018, by Sandra L. Baker, who is personally known to me or has produced FL. Driver's Lic. as identification.

Laurie Ford

Notary Public

My Commission Expires: 4-17-2020



Exhibit "A"

EASEMENT 1.

A PARCEL OF LAND IN LOT 10, ESTES AND ERWIN SUBDIVISION, MAP BOOK 1, PAGE 106 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 15, OF SAID ESTES AND ERWIN SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF REID PACKING HOUSE ROAD, A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 00°50'45" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 233.46 FEET, TO A POINT ON SAID EAST RIGHT OF WAY LINE; THENCE SOUTH 89°09'15" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID REID PACKING HOUSE ROAD; THENCE SOUTH 00°50'45" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 13.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°50'45" EAST A DISTANCE OF 52.53 FEET; THENCE SOUTH 89°29'15" WEST, ALONG THE SOUTH LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS 3831 PAGE 1019 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 15.32 FEET; THENCE NORTH 00°32'01" WEST A DISTANCE OF 52.66 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 15.03 FEET; TO THE POINT OF BEGINNING. CONTAINING 797.00 SQUARE FEET, MORE OR LESS.

Exhibit "C" to Resolution

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

GRANT OF EASEMENT

THIS INDENTURE, made this 26th day of April, 2018, between STEPHEN J. SINGLETON and APRIL SINGLETON, husband and wife,, whose address is 680 Old San Mateo Road, San Mateo, Florida 32187, 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:

Laurie Ford
Signature
Laurie Ford
Print
Debbi Taylor
Signature
Debbi Taylor
Print

Stephen J. Singleton
Stephen J. Singleton
April Singleton
April Singleton

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26th day of April, 2018, by Stephen J. Singleton and April Singleton, who are personally known to me or have produced _____ as identification.

Laurie Ford
Notary Public
My Commission Expires: 4-17-2020



Exhibit "A"

EASEMENT 6

A PARCEL OF LAND IN LOT 10, ESTES AND ERWIN SUBDIVISION, MAP BOOK 1, PAGE 106 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 15, OF SAID ESTES AND ERWIN SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF REID PACKING HOUSE ROAD, A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 00°50'45" EAST , ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 233.46 FEET, TO A POINT ON SAID EAST RIGHT OF WAY LINE; THENCE SOUTH 89°09'15" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID REID PACKING HOUSE ROAD; THENCE SOUTH 00°50'45" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 166.50 FEET TO THE POINT OF BEGINNING.; THENCE CONTINUE SOUTH 00°50'45" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 87.17 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 00°50'45" WEST A DISTANCE OF 67.13 FEET; THENCE SOUTH 72°40'41" WEST A DISTANCE OF 21.65 FEET; THENCE NORTH 53°10'44" EAST, ALONG THE SOUTHERLY LINE OF HASTINGS DRAINAGE DISTRICT CANAL NUMBER 5, A DISTANCE OF 44.19 FEET TO THE POINT OF BEGINNING; CONTAINING 1,317.00 SQUARE FEET, MORE OR LESS.

EASEMENT 8

A PARCEL OF LAND IN LOT 10, ESTES AND ERWIN SUBDIVISION, MAP BOOK 1, PAGE 106 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 15, OF SAID ESTES AND ERWIN SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF REID PACKING HOUSE ROAD, A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 00°50'45" EAST , ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 233.46 FEET, TO A POINT ON SAID EAST RIGHT OF WAY LINE; THENCE SOUTH 89°09'15" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID REID PACKING HOUSE ROAD; THENCE SOUTH 00°50'45" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 65.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°50'45" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 26.51 FEET; THENCE SOUTH 53°10'44" WEST, ALONG THE NORTHERLY LINE OF HASTINGS DRAINAGE DISTRICT CANAL NUMBER 5, A DISTANCE OF 125.95 FEET; THENCE NORTH 00°03'33" WEST A DISTANCE OF 46.54 FEET; THENCE NORTH 56°59'52" EAST A DISTANCE OF 101.55 FEET; THENCE NORTH 89°29'15" EAST, ALONG THE SOUTH LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS 3831 PAGE 1019 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 15.32 FEET TO THE POINT OF BEGINNING. CONTAINING 4,104.00 SQUARE FEET, MORE OR LESS.

Exhibit "D" to Resolution

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

GRANT OF EASEMENT

THIS INDENTURE, made this 4th day of May, 2018, between EDMOND H. MALTBY, III, whose address is 8710 Reid Packing House Road, Hastings, Florida 32145, 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:

Laurie Ford
Signature

Laurie Ford
Print

Debbie Taylor
Signature

Debbie Taylor
Print

Edmond H Maltby III
Edmond H. Maltby, III

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 4th day of May, 2018, by Edmond H. Maltby, III, who is personally known to me or has produced _____ as identification.

Laurie Ford
Notary Public

My Commission Expires: 4-17-2020



Laurie Ford
MY COMMISSION # FF 944828
EXPIRES: April 17, 2020
Bonded Thru State Notary Service

Exhibit "A"

EASEMENT 2

A PARCEL OF LAND IN LOT 15, ESTES AND ERWIN SUBDIVISION, MAP BOOK 1, PAGE 106 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 15 OF SAID ESTES AND ERWIN SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF REID PACKING HOUSE ROAD, A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 00°50'45" EAST , ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 233.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°09'15" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 00°50'45" EAST A DISTANCE OF 27.98 FEET; THENCE NORTH 90°00'00" EAST, 31.65 FEET; THENCE SOUTH 44°31'09" EAST A DISTANCE OF 16.07 FEET; THENCE SOUTH 43°16'51" WEST, ALONG THE NORTHERLY LINE OF HASTINGS DRAINAGE DISTRICT CANAL NUMBER 5, A DISTANCE OF 82.94 FEET; THENCE NORTH 00°50'45" WEST, ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE, A DISTANCE OF 99.60 FEET TO THE POINT OF BEGINNING. CONTAINING 2,760.00 SQUARE FEET, MORE OR LESS.

EASEMENT 4

A PARCEL OF LAND IN LOT 15, ESTES AND ERWIN SUBDIVISION, MAP BOOK 1, PAGE 106 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 15 OF SAID ESTES AND ERWIN SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF REID PACKING HOUSE ROAD, A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 00°50'45" EAST , ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 370.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 53°10'44" EAST, ALONG THE SOUTHERLY LINE OF HASTINGS DRAINAGE DISTRICT CANAL NUMBER 5, A DISTANCE OF 84.82 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 37.48 FEET; THENCE SOUTH 53°10'44" WEST A DISTANCE OF 84.13 FEET; THENCE NORTH 00°50'45" WEST, ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE, A DISTANCE OF 37.07 FEET TO THE POINT OF BEGINNING. CONTAINING 2,534.00 SQUARE FEET, MORE OR LESS

Exhibit "E" to Resolution

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

EASEMENT AGREEMENT (REID PACKING HOUSE ROAD)

THIS EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2018, 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 and conveys 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, its successors and assign, with the right, privilege, and authority 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:

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 construct, repair, operate and maintain the improvements depicted on Exhibit "B"; and to construct, repair, operate and maintain such improvements and 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 effective date 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 prior 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 prior 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 self-insured for liability coverage through its self-insurance program. SJC's self-insurance program operates in accordance with Section 768.28, 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.

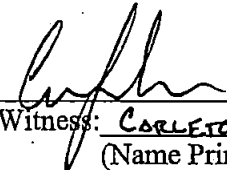
19. **Reimbursement.** SJC shall reimburse the HDD, in an amount not to exceed \$1,500.00, for all legal fees and costs incurred by the HDD in the review and preparation of this Agreement, said payment to be paid by SJC to the HDD at or prior to the execution of this Agreement. The HDD shall not be responsible 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.

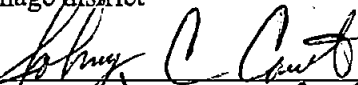
20. **Effective Date.** This Agreement shall be effective on the date of the last signature of the parties hereto.

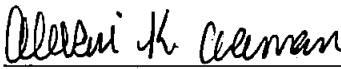
IN WITNESS WHEREOF, the HDD and SJC have set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

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

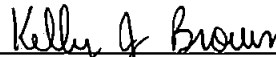

Witness: CORLETON JOHNS
(Name Printed or Typed)

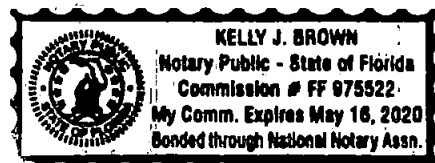
By:  CHAIRMAN
Print Name: JOHNNY C. COUNTS CHAIRMAN
Title: CHAIRMAN


Witness: Allison K. Coleman
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12th day of April, 2018, 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.


Notary Public
My Commission expires: 5/16/20



ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

Witness: _____
(Name Printed or Typed)

By: _____
Henry Dean, Chair

Witness: _____
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Henry Dean, as Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County, who is personally known to me.

Notary Public
My Commission expires: _____

EXHIBIT "A"

Exhibit "A"

EASEMENT 3

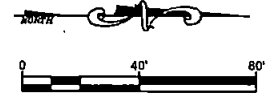
A PARCEL OF LAND IN LOT 15, ESTES AND ERWIN SUBDIVISION, MAP BOOK 1, PAGE 106 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 15 OF SAID ESTES AND ERWIN SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF REID PACKING HOUSE ROAD, A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 00°50'45" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 333.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43°16'51" EAST, ALONG THE NORTHERLY LINE OF HASTINGS DRAINAGE DISTRICT CANAL NUMBER 5, A DISTANCE OF 82.94 FEET; THENCE SOUTH 44°31'09" EAST A DISTANCE OF 16.54 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 35.61 FEET; THENCE SOUTH 53°10'44" WEST, ALONG THE SOUTHERLY LINE OF HASTINGS DRAINAGE DISTRICT CANAL NUMBER 5, A DISTANCE OF 84.82 FEET; THENCE NORTH 00°50'45" WEST, ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE, A DISTANCE OF 37.86 FEET TO THE POINT OF BEGINNING.
CONTAINING 3,203.00 SQUARE FEET, MORE OR LESS.

EASEMENT 7

A PARCEL OF LAND IN LOT 10, ESTES AND ERWIN SUBDIVISION, MAP BOOK 1, PAGE 106 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 15, OF SAID ESTES AND ERWIN SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF REID PACKING HOUSE ROAD, A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 00°50'45" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 233.46 FEET, TO A POINT ON SAID EAST RIGHT OF WAY LINE; THENCE SOUTH 89°09'15" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID REID PACKING HOUSE ROAD; THENCE SOUTH 00°50'45" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 92.36 FEET TO THE POINT OF BEGINNING.; THENCE CONTINUE SOUTH 00°50'45" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 74.14 FEET; THENCE SOUTH 53°10'44" WEST, ALONG THE SOUTHERLY LINE OF HASTINGS DRAINAGE DISTRICT CANAL NUMBER 5, A DISTANCE OF 97.33 FEET; THENCE NORTH 36°49'16" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 00°03'33" WEST A DISTANCE OF 24.96 FEET; THENCE NORTH 53°10'44" EAST, ALONG THE NORTHERLY LINE OF HASTINGS DRAINAGE DISTRICT CANAL NUMBER 5, A DISTANCE OF 125.95 FEET TO THE POINT OF BEGINNING.
CONTAINING 6,997.00 SQUARE FEET, MORE OR LESS.

MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF
 LOTS 10 AND 15, ESTES AND ERWIN SUBDIVISION, MAP BOOK
 1, PAGE 106, ALL IN SECTION 33, TOWNSHIP 8 SOUTH,
 RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
 FOR: ST. JOHNS COUNTY LAND MANAGEMENT DEPARTMENT

- SURVEYOR'S NOTES:**
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
 3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
 4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF SURVEY FEET.
 5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL FIELD SURVEY.
 6. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2018.
 7. DESCRIPTION FURNISHED SEPARATELY.



KELLY RD
 (40' RIGHT OF WAY)
 ASPHALT

O.R. 3603 PG. 1160

O.R. 3603 PG. 1160

O.R. 3631 PG. 1018

REID PACKING HOUSE RD
 (40' RIGHT OF WAY)
 ASPHALT

O.R. 3603 PG. 1144

O.R. 1604 PG. 753

LOT 15
 ESTES & ERWIN SUBDIVISION
 M.B. 1 PG. 106

LEGEND
 O.R. OFFICIAL RECORDS
 PG. PAGE
 POB POINT OF BEGINNING
 ESMT EASEMENT

POINT OF REFERENCE
 THE NORTH LINE OF LOT 15
 ESTES & ERWIN SUBDIVISION
 M.B. 1 PG. 106 AND THE
 EAST RIGHT OF WAY LINE

AMENDMENTS

PATRICIA GAIL OLIVER,
 P.S.M. NO. 4564
 PROFESSIONAL SURVEYOR
 AND MAPPER

REID PACKING HOUSE ROAD EASEMENTS

SKETCH DATE: 08/03/2017

SKETCH OF DESCRIPTION



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION

500 SAN SEBASTIAN VIEW
 ST AUGUSTINE, FLORIDA 32084

Phone (904) 209-0770 Email: goliver@sjcfl.us

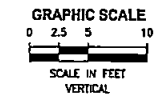
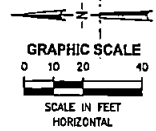
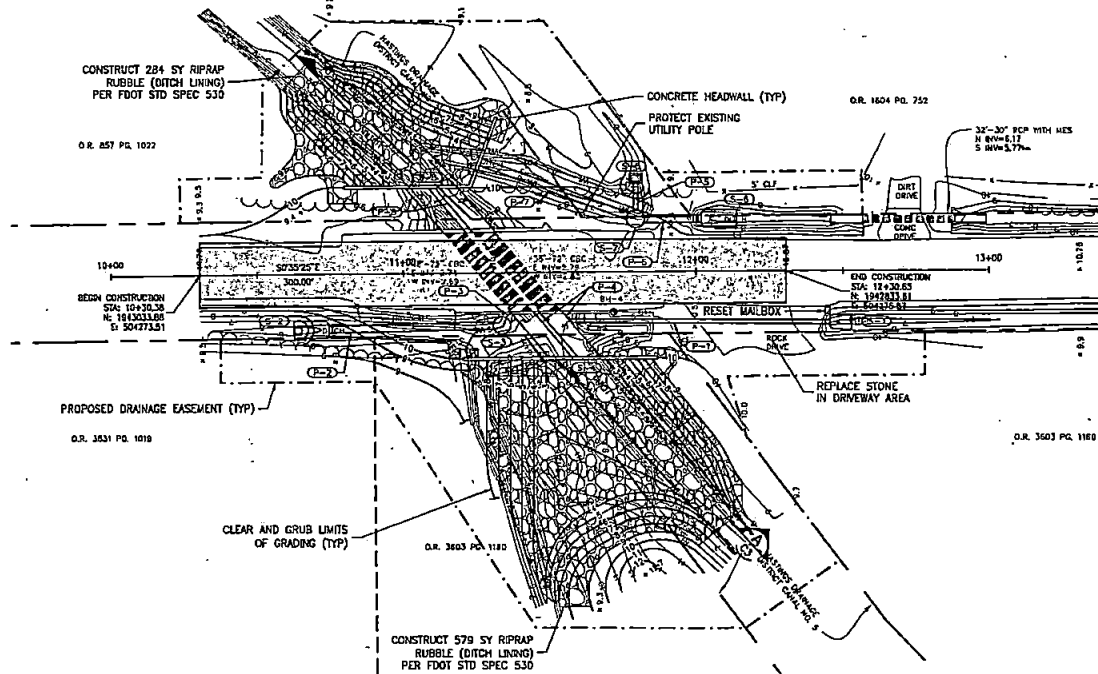
DRAWN BY: C. RILEY
 FILE NUMBER: S-911
 SHEET NO. 1
 OF 1

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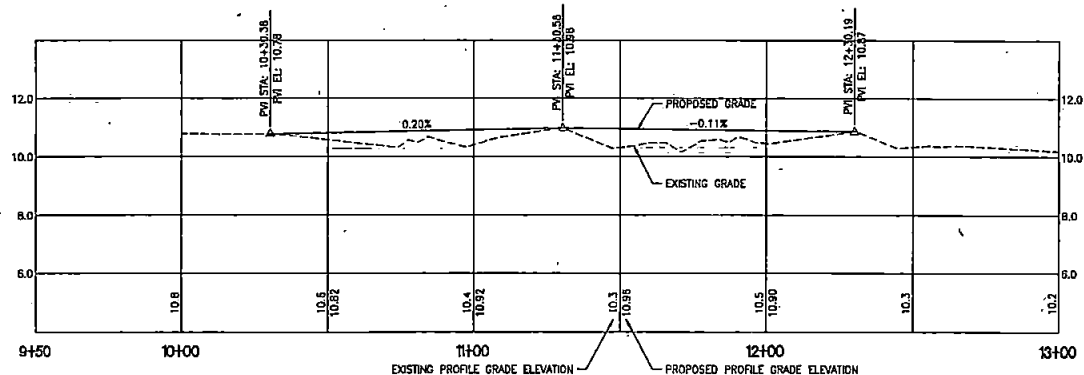
EXHIBIT "A"

EXHIBIT "B"

PLOTTED: 6/2/2017 11:20 AM BUCK GOLDEN



- (E-1) 18" MES IE=6.70
- (E-2) 30" MES W/ GRATES IE=5.60
- (E-3) 4'-8" MANHOLE TOP=10.62 IE=4.00 (N,E,S)
- (E-4) CONC HEADWALL IE=2.80
- (E-5) TYPE C DBI TOP=7.00 IE=4.80 (W)
- (E-6) 30" MES IE=5.80
- (E-7) 4'-8" MANHOLE TOP=10.23 IE=4.80 (N,E,S)
- (E-8) CONC HEADWALL IE=2.80 (CBC) IE=3.50 (30" RCP)
- (P-1) 88 LF 18" RCP IE=4.00 (N)
- (P-2) 56 LF 30" RCP
- (P-3) 4 LF 30" RCP IE=3.90 (S)
- (P-4) 22 LF DBL 6"x6" CBC
- (P-5) 12 LF 18" RCP
- (P-6) 20 LF 30" RCP
- (P-7) 56 LF 30" RCP
- (P-8) 22 LF DBL 6"x6" CBC



SAVED: 6/2/2017 11:17 AM BRUCK Y:\19270-ST JOHNS CO PROJECTS\127-01-REIDPACKINGHOUSE\CAD\DWG\SCV\19270127-012-DWG
 PERMIT

REV	DATE	REVISION	BY	APPR

DESIGNED: MO'BRIEN
 DRAWN: AGOLDEN
 CHECKED: BUNTYRE



REID PACKING HOUSE ROAD
 CULVERT EXTENSION
 ST. JOHNS COUNTY, FLORIDA

REID PACKING HOUSE ROAD
 PLAN AND PROFILE

CERTIFICATE OF AUTHORIZATION #1841	DATE	PROJECT NO.
APPROVED BY	JUNE 2017	19270-127-01
MATTHEW J. O'BRIEN	SCALE	INDEX NO.
P.E. # 73893	AS NOTED	5
		DWG. NO.
		C2

EXHIBIT "B"

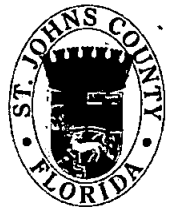


2016 Aerial Imagery
 0 500 1,000
 Feet
 May 25, 2018

Reid Packing House Road Project

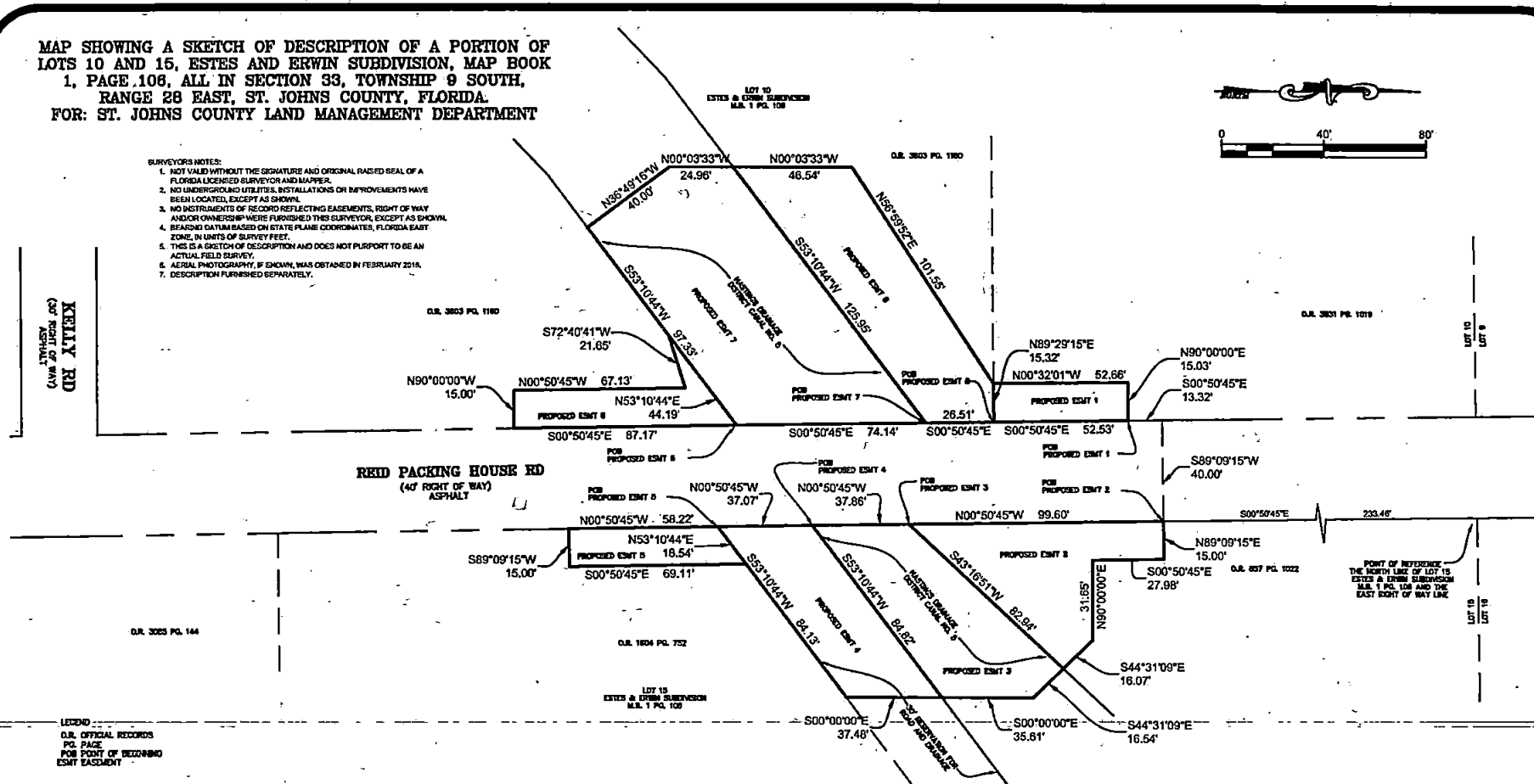
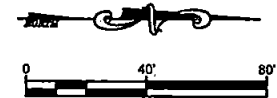
Land Management Systems Real Estate Division
 (904) 209-0764

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.



MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF LOTS 10 AND 15, ESTES AND ERWIN SUBDIVISION, MAP BOOK 1, PAGE 108, ALL IN SECTION 33, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
FOR: ST. JOHNS COUNTY LAND MANAGEMENT DEPARTMENT

- SURVEYOR'S NOTES:**
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
 3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
 4. BEARING DATA BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF SURVEY FEET.
 5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL FIELD SURVEY.
 6. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2014.
 7. DESCRIPTION FURNISHED SEPARATELY.



LEGEND:
O.R. OFFICIAL RECORDS
P.G. PAGE
P.O.B. POINT OF BEGINNING
E.M.T. EASEMENT

AMENDMENTS

PATRICIA GAIL OLIVER,
P.S.M. NO. 4564
PROFESSIONAL SURVEYOR
AND MAPPER

REID PACKING HOUSE ROAD EASEMENTS



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION

500 SAN SEBASTIAN VIEW
ST AUGUSTINE, FLORIDA 32084

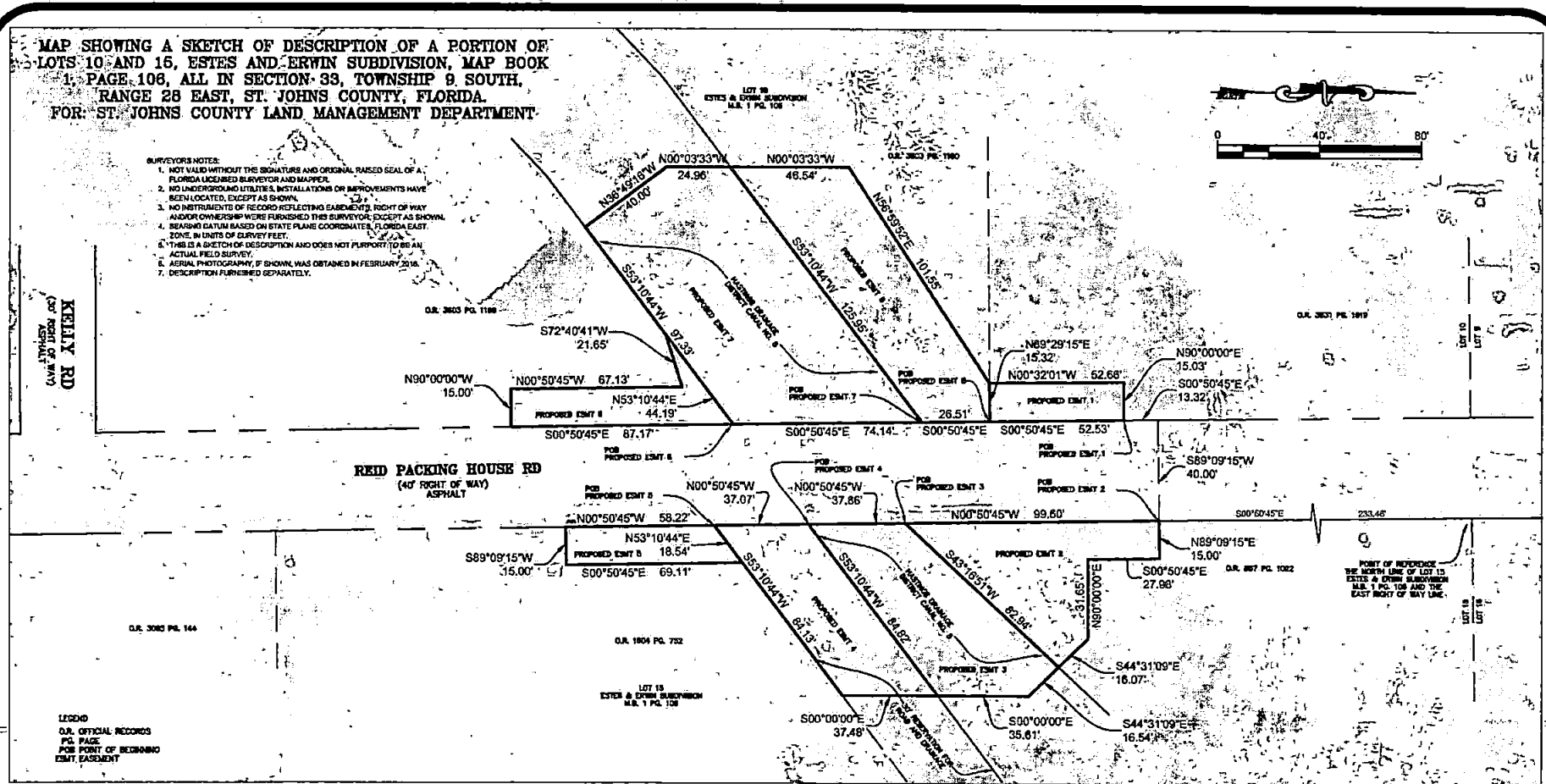
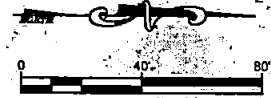
Phone (904) 209-0770 Email: goliver@sjcfl.us

DRAWN BY: C. RILEY
FILE NUMBER: S-911
SHEET NO. 1
OF 1

SKETCH OF DESCRIPTION

MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF LOTS 10 AND 16, ESTES AND ERWIN SUBDIVISION, MAP BOOK 1, PAGE 108, ALL IN SECTION 33, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
FOR: ST. JOHNS COUNTY LAND MANAGEMENT DEPARTMENT

- SURVEYORS NOTES:**
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
 3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
 4. BEARING DATA IS BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF SURVEY FEET.
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 6. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2018.
 7. DESCRIPTION FURNISHED SEPARATELY.



LEGEND
O.R. OFFICIAL RECORDS
P.L. PAGE
FOR POINT OF BEGINNING
EASMT EASEMENT

POINT OF REFERENCE
THE NORTH LINE OF LOT 15
ESTES & ERWIN SUBDIVISION
M.B. 1 PG. 108 AND THE
EAST RIGHT OF WAY LINE.

AMENDMENTS

PATRICIA GAIL OLIVER,
P.S.M. NO. 4584
PROFESSIONAL SURVEYOR
AND MAPPER

REID PACKING HOUSE ROAD EASEMENTS



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION

500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

DRAWN BY: C. RILEY
FILE NUMBER: S-911

SKETCH DATE: 08/03/2017

SKETCH OF DESCRIPTION

Phone (904) 209-0770 Email: goliver@sjclm.us

SHEET NO. 1
OF 1