

RESOLUTION NO. 2019- 453

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A GRANT OF EASEMENT FROM PONTE VEDRA CORPORATION, INC. TO ST. JOHNS COUNTY FOR THE SAN DIEGO ROAD DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZING THE CHAIR TO JOIN IN THE EXECUTION OF THE EASEMENT ON BEHALF OF THE COUNTY; RESCINDING COUNTY RESOLUTION NO. 2019-339.

RECITALS

WHEREAS, per the County's request, Ponte Vedra Corporation, Inc., a Florida corporation, has executed and presented to the County a Grant of Easement, attached hereto as Exhibit "A", incorporation by reference and made a part hereof; and

WHEREAS, the easement allows the County to perform the necessary drainage improvements and provide future maintenance to the drainage system in connection with the San Diego Road Drainage Improvement Project; and

WHEREAS, the easement has been modified to include certain terms and conditions that will replace the easement accepted by Resolution No. 2019-339; and

WHEREAS, it is in the best interest for the County to accept the Grant of Easement for the health, safety and welfare of its citizens and authorize the Chair to join in the execution of the easement.

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. County Resolution No. 2019-339 is hereby rescinded.

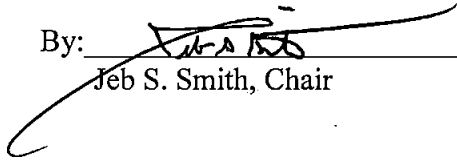
Section 3. The Board of County Commissioners hereby accepts the Grant of Easement and authorizes the Chair to join in the execution of the easement on behalf of the County.

Section 4. The Clerk is instructed to record the original Grant of Easement in the public records of St. Johns County, Florida.

Section 5. 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 17th of December, 2019.

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

By: 
Jeb S. Smith, Chair

RENDITION DATE 12/19/19

ATTEST: Brandon Patty, Clerk

By: 
Deputy Clerk

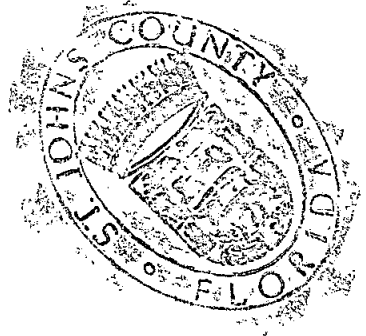


Exhibit "A" to Resolution

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

EASEMENT AGREEMENT

THIS EASEMENT is made this 26 day of November, 2019, by and between **PONTE VEDRA CORPORATION, INC.**, a Florida corporation, whose address is 200 Ponte Vedra Boulevard, Ponte Vedra Beach, Florida 32082-1810, ("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, ("Grantee").

WITNESSETH

WHEREAS, Grantor is the record owner of fee simple title to that certain real property situate in St. Johns County, Florida (the "Property" or "Easement Area"), more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference and made part hereof; and

WHEREAS, Grantee desires to acquire an easement over, upon, under, and across the Property for the purpose of installing and constructing drainage structures or equipment; and

WHEREAS, Grantor is willing to grant to Grantee an easement for the aforesaid purposes, and for ingress/egress to maintain, improve and/or repair the drainage structures or equipment, on the terms and conditions set forth herein; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibits. The above recitals and all Exhibits attached to this Easement Agreement are true and correct and are incorporated herein by this reference.
2. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns forever, a non-exclusive, unobstructed and perpetual easement on, along, over, through, across or under the Property, with the right, privilege and authority to said Grantee, its successors and assigns, to construct, lay, install, maintain, improve and/or repair underground drainage facilities and associated drainage utilities (the "Facilities"), together with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the right and easement, privileges and appurtenances in and to said land which may be required for the enjoyment of rights herein granted.
3. Use of Easement.
 - (a) Grantee shall use the easement in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operation of Grantor or its permittees' business conducted on Easement Area and/or on Grantor's property adjacent to the Easement Area.
 - (b) Grantee shall at all times maintain and keep the Facilities, equipment and any other improvements within the Easement Area in good order, condition, and repair and free from defects. Grantee's construction and maintenance activities within the Easement

Area shall be completed in a good and workmanlike manner within a reasonable period of time.

- (c) Grantee shall provide reasonable written notice to Grantor prior to the commencement of any work, maintenance, repairs, or replacement within the Easement Area or any modification of the Facilities or the Easement Area.

4. Restoration of Property. After any installation, construction, maintenance, repair, replacement, addition, or removal of improvements, or similar activities within the Easement Area, Grantee shall, at its expense, promptly remove all materials, debris, and construction equipment and restore the surface of the Easement Area and any damage to the real or personal property of Grantor, in a proper and workmanlike manner to substantially the same condition as existed prior to the work, including but not limited to refilling any holes or trenches, replacement of roads, drives, curbs, walks, parking areas, fences, cart paths, landscaping and ground cover; provided however, that to the extent replacement of items such as large or mature trees is not reasonably feasible, Grantee shall replace same with the closest reasonable replacement therefore. This restoration requirement shall not include replacement of any buildings or permanent structures within the Easement Area.

5. Relocation. The Grantor retains the right to relocate the Facilities on its property upon prior written notice to, and cooperation with, the Grantee, provided such relocation:

- (a) shall be to a location mutually agreed upon by the Grantor and Grantee;
- (b) shall not reduce or unreasonably impair the usefulness or function of such Facilities, as determined by the Grantee;
- (c) shall be performed without cost or expense to the Grantee; and
- (d) shall be completed using materials and design standards, in accordance with generally accepted industry standards and practices, approved by the Grantee, which approval shall not be unreasonably withheld.

Documentation of the relocated easement area, including the furnishing of an "as-built" survey to the Grantee, shall be at the Grantor's expense and shall be accomplished as soon as possible following completion of such relocation. In the event Grantor relocates the Facilities on its property pursuant to this Section, Grantor and Grantee agree to execute an amendment to this Easement Agreement substituting Exhibit A hereto with an exhibit setting forth the legal description of the relocated easement area, and terminating the easement and associated rights and privileges, along, over, through, across or under the original easement area.

6. Damages. To the extent permitted by law, Grantee shall be responsible for damage to improvements on Grantors' real property to the extent caused by the negligence of Grantee or its employees, agents, or licensees, in connection with the use of the easement granted herein. This provision shall not operate or be construed to operate as a waiver of Grantee's limitation of liability under Section 768.28, Florida Statutes, or of Grantee's sovereign immunity.

7. Indemnification. To the extent permitted by law, Grantee shall indemnify and hold the Grantor and its directors, officers, members, and employees harmless from and against all claims, liabilities, actions, suits, demands, damages, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and costs) relating to accidents, environmental reporting and/or clean-up requirements, injuries, loss, or damage of or to any person or property arising from the negligent, willful acts or omissions of Grantee, its contractors, employees, agents, or other acting on behalf of Grantee and which arise out of or relate to Grantee's construction, maintenance, repair, replacement, addition or removal of the Facilities or use of the Easement Area. This provision shall not operate or be construed to operate as a waiver of Grantee's limitation of liability under Section 768.28, Florida Statutes, or of Grantee's sovereign immunity.

8. Grantor's Right to Use Easement Area. Except as specifically granted herein, Grantor, its successor and assigns, shall retain full use and control of the Easement Area for any purpose not inconsistent with, and that does not interfere with or impair, Grantee's use of the Easement Area and the rights granted herein. Grantor expressly reserves the right to improve the Easement Area, including, without limitation, the installation of fencing, cart paths, sand traps, and landscaping improvements.

9. Future Connection to Facilities. Grantor reserves the right to request permission and approval from Grantee to tie-in to and utilize Grantee's planned, existing, or future drainage facilities in the Easement Area, including without limitation, the installation and maintenance of a private drainage connection, at Grantor's sole expense. A drainage connection shall mean and include any structure, pipe, culvert, device, paved or unpaved area, swale, ditch, canal, or any other appurtenance or feature, whether naturally occurring or created, that is used or functions as a link to convey stormwater. Grantor shall not install or maintain any such drainage connection without the prior written permission and approval of the Grantee, which such permission and approval is at the sole and absolute discretion of the Grantee.

10. Termination. In the event the Grantee ceases to use the Facilities or otherwise abandons the easement granted herein, this Easement Agreement shall terminate. In the event of termination, Grantee agrees to execute any documents acknowledging the partial or complete termination of this Easement Agreement.

11. Attorneys' Fees. If any action or proceeding is brought by one party against another to enforce or interpret any provision of this Easement Agreement, the prevailing party shall be entitled to recover from the nonprevailing party all its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers, expert witnesses or other professionals engaged by the prevailing party, whether incurred before, at trial, on appeal, in bankruptcy or in post-judgment collection. The prevailing party shall be the party whose position is substantially upheld in the final judgment rendered in such action.

12. Entire Agreement; Modification. The parties acknowledge that this Easement Agreement, together with all exhibits and documents incorporated herein, contains the complete agreement and understanding between the parties. No representations or promises have been made except those that are specifically provided herein. This Easement Agreement supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, relating to the subject matter of this Easement Agreement. This Easement Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records of St. Johns County, Florida.

13. Miscellaneous. The easements, covenants, agreements and conditions contained or expressed herein shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee, their mortgagees, any purchaser at a foreclosure sale, and each of the successors and assigns of all of such parties.

14. Counterparts. This Easement Agreement may be executed in counterparts, each of which shall constitute an original and complete agreement.

15. Governing Law and Venue. This Easement Agreement shall be governed by the laws of the State of Florida without regard to choice of law provisions. Venue for any administrative and/or legal action related to this Easement Agreement shall lie exclusively in St. Johns County, Florida.

16. Access to Public Records. The access to, disclosure, non-disclosure, or exemption of public records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

17. Negotiated Agreement. This Easement Agreement was negotiated and prepared by both parties with the participation of counsel and advisers of their own choosing. The parties have agreed to the text of this Easement Agreement, and none of the provisions hereof shall be construed against either party on the ground that such party is the author of this Easement Agreement or any part thereof.

18. Partial Invalidity. If for any reason whatsoever, any term, obligation or condition of this Easement Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unconstitutional, unenforceable or illegal, then such term, obligation or condition:

- (a) Shall be deemed to be independent of the remainder of the Easement Agreement and to be severable and divisible therefrom, and its invalidity, unconstitutionality, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Easement Agreement or any part thereof; and
- (b) the remainder of the Easement Agreement not affected, impaired or invalidated will continue to be applicable and enforceable to the fullest extent permitted by law against any person and circumstance other than those as to which it has been held or rendered invalid, unconstitutional, unenforceable and illegal.

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

Signed, sealed and delivered in
Our presence as Witnesses:

(sign) Valerie Putnick
(print) Valerie Putnick
(sign) Cindy Spurgeon
(print) Cindy Spurgeon

Ponte Vedra Corporation,
Inc., a Florida corporation

By: [Signature] Dale Haney
Its: V.P.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26th day of November, 2019, by Dale Haney as Vice President of Ponte Vedra Corporation, Inc., a Florida corporation, on behalf of the corporation. Who is personally known to me or has produced Personally Known as identification.

Cynthia S. Corwin
Notary Public
My commission expires:



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

Signed, sealed and delivered in
Our presence as Witnesses:

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

(sign) _____

By: _____

(print) _____

Its: _____

(sign) _____

(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as _____ of St. Johns County Florida, a Florida, a political subdivision of the State of Florida on behalf of the County. Who is personally known to me or has produced _____ as identification.

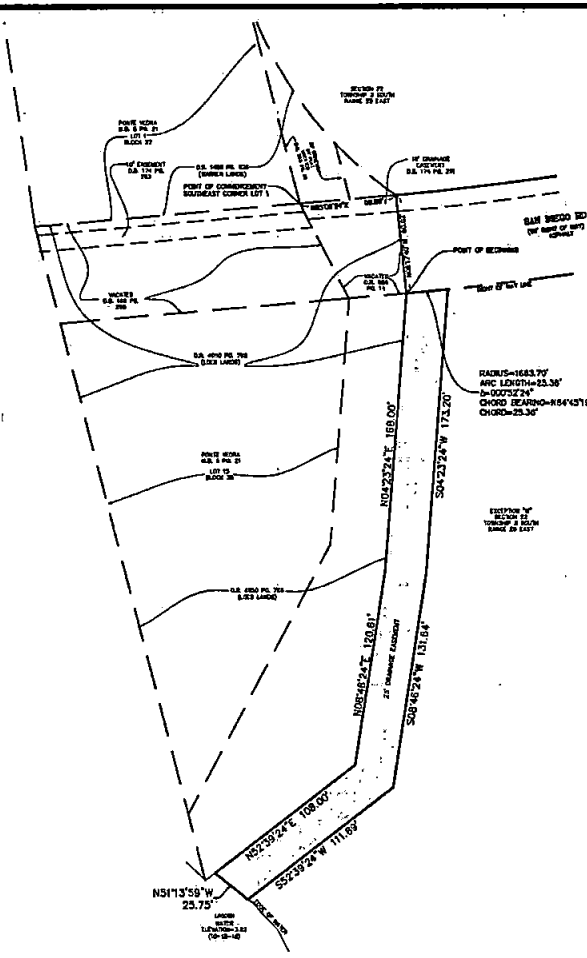
Notary Public
My commission expires: _____

Exhibit "A"

25 FOOT DRAINAGE BASEMENT

A PARCEL OF LAND IN SECTION 22, TOWNSHIP 3 SOUTH, RANGE 29 EAST, AND A PART OF EXCEPTION "B" AS SHOWN ON THE PLAT OF PONTE VEDRA AS RECORDED IN MAP BOOK 5, PAGE 21, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE. COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 37 OF SAID PLAT OF PONTE VEDRA; THENCE NORTH 85°09'24" EAST, ALONG THE NORTH LINE OF SAN DIEGO ROAD, AS CLOSED BY RESOLUTION OF THE ST. JOHNS COUNTY COMMISSION DATED SEPTEMBER 9, 1947, AND RECORDED IN DEED BOOK 169, PAGE 298 OF SAID PUBLIC RECORDS AND THAT VACATED PORTION RECORDED IN OFFICIAL RECORDS 555, PAGE 14 OF SAID PUBLIC RECORDS, A DISTANCE OF 58.88 FEET; THENCE SOUTH 06°45'54" EAST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AS PARCEL "A", OF SAID OFFICIAL RECORDS 555, PAGE 14 AND ACROSS SAN DIEGO ROAD, A DISTANCE OF 60.02 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A" AND THE POINT OF BEGINNING; SAID POINT OF BEGINNING ALSO BEING A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1663.70 FEET, A CHORD BEARING OF NORTH 84°45'19" EAST AND A CHORD DISTANCE OF 25.36 FEET; THENCE ALONG AND WITH THE ARC OF SAID CURVE, AND ALONG THE SOUTH RIGHT OF WAY LINE OF SAN DIEGO ROAD, AS SHOWN ON SAID PLAT OF PONTE VEDRA, A DISTANCE OF 25.36 FEET; THENCE SOUTH 04°23'23" WEST A DISTANCE OF 173.20 FEET; THENCE SOUTH 08°46'24" WEST A DISTANCE OF 131.64 FEET; THENCE SOUTH 52°39'24" WEST A DISTANCE OF 111.89 FEET TO THE EDGE OF WATER OF A MAN MADE LAGOON, AS LOCATED ON OCTOBER 18, 2018; THENCE NORTH 51°13'59" WEST, ALONG SAID EDGE OF WATER, A DISTANCE OF 25.75 FEET; THENCE NORTH 52°39'24" EAST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 4050, PAGE 768 OF THE AFOREMENTIONED PUBLIC RECORDS, A DISTANCE OF 108.00 FEET; THENCE NORTH 08°46'24" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 120.61 FEET; THENCE NORTH 04°23'24" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 168.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.23 ACRES, MORE OR LESS.

MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ALSO KNOWN AS A PART OF EXCEPTION "B" SHOWN ON THE PLAT OF PONTE VEDRA, AS RECORDED IN MAP BOOK 5, PAGE 21 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. FOR: ST. JOHNS COUNTY REAL ESTATE DIVISION



- 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. 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 US SURVEY FEET, REFERENCE TO THE NAD 83/2011.
 5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
 6. DESCRIPTION FURNISHED SEPARATELY.
 7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2019.
 8. ALSO SEE DRAWING BY ST. JOHNS COUNTY FILE # 549

LEGEND
 O.R. OFFICIAL RECORDS
 P.L. PLAT
 D.B. DEED BOOK
 M.B. MAP BOOK

AMENDMENTS	

PATRICIA GAIL OLIVER, P.S.M. NO. 4564
 PROFESSIONAL SURVEYOR AND MAPPER
 SKETCH DATE: JANUARY 18, 2019

SAN DIEGO ROAD DRAINAGE EASEMENT
 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@stjohns.fl.us

DRAWN BY: CARLEY
 FILE NUMBER: S-229
 SHEET NO. 1
 OF 1

Surveyor's License No. 12345 - Surveyor's License No. 67890 - Surveyor's License No. 12345 - Surveyor's License No. 67890 - Surveyor's License No. 12345 - Surveyor's License No. 67890



2019 Aerial Imagery
December 2, 2019

*Grant of Easement
Drainage - San Diego Road
Ponte Vedra Corporation, Inc.*

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.

