

RESOLUTION NO. 2020- 492

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR OF THE BOARD, ON BEHALF OF THE COUNTY, TO EXECUTE AN EASEMENT AGREEMENT TO ALLOW FOR INGRESS AND EGRESS ACROSS A PORTION OF COUNTY OWNED PROPERTY TO ACCESS PROPERTY WEST OF OLD MOULTRIE ROAD.

RECITALS

WHEREAS, St. Johns County ("County") owns property purchased for a future pond site located on the west side of Old Moultrie Road; and

WHEREAS, said property was part of a proposed shared use pond agreement with the adjacent property owned by MCG Moultrie, LLC, a Florida limited liability company ("MCG"); and

WHEREAS, MCG constructed a pond on its property without the need of the shared use agreement. As a result, the County and MCG have agreed to release each other's property from the agreement and provide MCG access to its pond; and

WHEREAS, the Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, gives MCG the required access with certain rights reserved by the County.

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 Chair of the Board is hereby authorized to execute the Easement Agreement, on behalf of the County.

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

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida,
this 15 day of December, 2020.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: *Jeremiah R. Blocker*
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: *Pam Halterman*
Deputy Clerk

RENDITION DATE 12/22/20

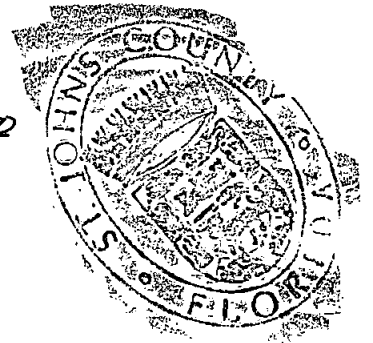


Exhibit "A" to Resolution

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") made and entered into as of this ____ day of _____, 2020, by and 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 referred to as the "Grantor", and **MCG MOULTRIE, LLC**, a Florida limited liability company, whose address is 1102 A1A N. Suite 102, Ponte Vedra Beach, Florida 32082, hereinafter referred to as the "Grantee".

Recitals

WHEREAS, Grantor owns property located in St. Johns County, Florida, more particularly described on Exhibit "A", attached hereto (the "Easement Parcel"); and

WHEREAS, Grantee owns property adjacent to the Easement Parcel more particularly described on Exhibit "B", attached hereto (the "Benefitted Property") that is used as a retention pond; and

WHEREAS, the Easement granted herein is for the benefit of and shall be appurtenant to the Benefitted Property; and

WHEREAS, the purpose of this Easement Agreement is to grant an easement for ingress and egress from Old Moultrie Road to the Benefitted Property; and

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement**. Grantor hereby grants, bargains, sells, assigns and conveys to the Grantee, its successors, designees and assigns forever, a nonexclusive perpetual easement with full right and authority of ingress and egress on, over, upon and across the Easement Parcel for the purpose of access from Old Moultrie Road to the Benefitted Property.

3. **Reservation from Grant.** Grantor hereby reserves from the Grant of Easement the following rights:
- a. **Continued Use:** The rights to use the Easement Property for all purposes which do not interfere with the easement granted herein.
 - b. **Additional Easements:** The right to grant additional easements upon, over and within the Easement Parcel which do not interfere with the easement granted herein.
 - c. **Relocation of Easement:** This Easement may be relocated and/or specifically located at any time upon the request of the Grantor and the Grantee shall execute all documents necessary to evidence such relocation and/or specific location.
4. **Maintenance of the Easement Property.** At such time as Grantee and/or their respective heirs, successors and assigns begin to utilize the Easement Parcel, Grantee shall solely maintain the Easement Property and all improvements installed therein in good condition and repair and in accordance with all applicable laws, rules, and regulations.
5. **Indemnification.** Grantee, their successors or assigns, shall indemnify, defend, and hold Grantor, its successors and assigns, harmless from an against any and all claims, losses, costs, or damages, including without limitation, reasonable attorney's fees and costs, occasion by any act omission to act, or negligence of the Grantee, their agents and employees arising out of, connected with, related with, or growing out of (directly or indirectly) the use, construction, installation, operation, repair, or maintenance of the Easement Parcel or any improvement(s) located thereon.
6. **Time is of the Essence; Notice.** Time is of the essence of this Agreement. Any notice necessary under this Agreement must be in writing and shall be given by United States Certified Mail, hand delivery, Federal Express or other equivalent service, or facsimile transmission. Such notice shall be deemed to have been given and received three (3) days after a certified letter containing such notice, properly addressed, with postage pre-paid, is deposited in the United States Mail, or if hand delivered, delivered by Federal Express or other equivalent service or by facsimile transmission, when actually received. Such notices shall be given to the parties at the addresses set forth below:

GRANTEE: MCG Moultrie, LLC, a Florida limited liability company
1102 A1A N. Suite 102
Ponte Vedra Beach, Florida 32082

GRANTOR: St. Johns County
c/o Land Management Department
500 San Sebastian View
St. Augustine, Florida 32084

7. **Liens.** Grantee agrees that it will not suffer or permit any mechanics' lien, equitable lien, or any other lien or encumbrance of any kind to be filed or otherwise asserted against the Easement Parcel, and will cause any such lien to be released or bonded within thirty (30) days of the date of filing same, time being of the essence.

8. **Entire Agreement.** No prior or present agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.
9. **Covenant Running with the Land.** The Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.
10. **Severability.** Should any one or more for the provision 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, provided the essential terms for each party remain valid, binding and enforceable.
11. **Section Headings.** The 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.
12. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue shall be in St. Johns County, Florida.
13. **Attorney Fees.** If any legal or equitable action is brought for the enforcement or interpretation of this Easement, each party shall be responsible for its own attorney's fees and costs at all levels of the proceedings.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

GRANTOR

Signed, sealed and delivered
in our presence:

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

Print Name _____

By: _____
Jeremiah R. Blocker, Chair

Print Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by Jeremiah R. Blocker, as Chair of the Board of County Commissioners for St. Johns County, Florida.

Notary Public

My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Signed, sealed and delivered
in our presence:

[Signature]
Print Name Diran Robertson

[Signature]
Print Name Patricia H Gray

GRANTEE

MCG Moultrie, LLC, a Florida limited
liability company

By: [Signature]
Its: Mgr. Member

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 28th day of October, 2020, by
James M. Garvey as Mgr. Member for MCG Moultrie, LLC, a Florida
limited liability company.

[Signature]

Notary Public

My Commission Expires: 2/21/2024

Personally Known or Produced Identification
Type of Identification Produced

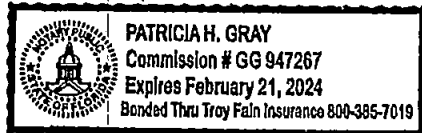


Exhibit "A"

"Easement Parcel"

10' ACCESS EASEMENT

A PARCEL OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4834, PAGES 1648-1650, PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, SAID POINT BEING SITUATE ON THE WEST RIGHT OF WAY LINE OF OLD MOULTRIE ROAD (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 01° 13' 17" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 54.70 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 88° 04' 09" WEST, A DISTANCE OF 40.40 FEET; THENCE NORTH 86° 41' 53" WEST, A DISTANCE OF 6.18 FEET; THENCE NORTH 72° 22' 21" WEST, A DISTANCE OF 2.23 FEET; THENCE NORTH 62° 23' 11" WEST, A DISTANCE OF 18.89 FEET; THENCE NORTH 82° 36' 14" WEST, A DISTANCE OF 26.14 FEET; THENCE SOUTH 64° 09' 19" WEST, A DISTANCE OF 36.75 FEET; THENCE SOUTH 55° 16' 22" WEST, A DISTANCE OF 26.88 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4834, PAGES 1648-1650; THENCE NORTH 01° 58' 40" WEST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4834, PAGES 1648-1650, A DISTANCE OF 11.89 FEET; THENCE NORTH 55° 16' 22" EAST, A DISTANCE OF 21.23 FEET; THENCE NORTH 64° 09' 19" EAST, A DISTANCE OF 40.51 FEET; THENCE SOUTH 82° 36' 14" EAST, A DISTANCE OF 30.91 FEET; THENCE SOUTH 62° 23' 11" EAST, A DISTANCE OF 19.80 FEET; THENCE SOUTH 86° 41' 53" EAST, A DISTANCE OF 4.46 FEET; THENCE NORTH 88° 04' 09" EAST, A DISTANCE OF 40.07 FEET TO AN INTERSECTION WITH SAID WEST RIGHT OF WAY LINE OF OLD MOULTRIE ROAD; THENCE SOUTH 01° 13' 17" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011) AND REFERENCED TO THE WEST RIGHT OF WAY LINE OF OLD MOULTRIE ROAD AS BEING NORTH 01° 13' 17" WEST.

REFERENCE BOUNDARY SURVEY BY DRMP, INC., DATED OCTOBER 14, 2019 (PROJECT #17-0275.000).

Exhibit "B"

"Benefitted Property"

A PART OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS THE WESTERLY 28 FEET OF THE FOLLOWING DESCRIBED PARCEL 1 & PARCEL 2.

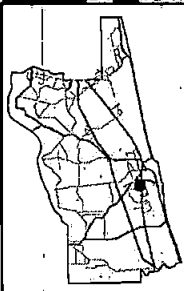
PARCEL 1

FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST; RUN WEST 15 FEET TO A CONCRETE MARKER ON THE WEST LINE SIDE OF THE MOULTRIE ROAD FOR THE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THE LAND HEREBY CONVEYED; THENCE RUN WEST 192 FEET TO A POINT MARKED BY AN IRON PIPE AND THE SOUTHWEST CORNER OF THE LAND HEREBY CONVEYED, THENCE RUN NORTH 250 FEET TO A POINT MARKED BY AN IRON PIPE AND THE NORTHWEST CORNER OF TH ELAND HEREBY CONVEYED; THENCE RUN EAST 194 FEET MORE OR LESS TO A POINT ON THE WEST SIDE OF MOULTRIE ROAD MARKED BY AN IRON PIPE AND THE NORTHEAST CORNER OF THE LAND HEREBY CONVEYED; AND THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID MOULTRIE ROAD 250 FEET MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPT PART TAKEN FOR ROAD PURPOSES AS DESCRIBED IN DEED BOOK 234, PAGE 180 AND EXCEPT THAT PART CONVEYED IN DEED OFFICIAL RECORDS BOOK 3070, PAGE 905, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 2

A PARCEL OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE SOUTH $04^{\circ} 39' 56''$ EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,554.11 FEET; THENCE NORTH $87^{\circ} 42' 13''$ EAST, ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1796 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1710.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD, SAID POINT A POINT ON A CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH $86^{\circ} 20' 55''$ EAST, A RADIAL DISTANCE OF 3,852.48 FEET AND HAVING A CHORD BEARING AND CHORD DISTANCE OF SOUTH $02^{\circ} 06' 14''$ WEST, 208.10 FEET; THENCE SOUTHERLY ALONG THE ARC AND ALONG SAID WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD THROUGH A CENTRAL ANGLE OF $03^{\circ} 05' 43''$, A DISTANCE OF 208.12 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 OF SAID PUBLIC RECORDS; THENCE SOUTH $88^{\circ} 49' 25''$ WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 OF SAID PUBLIC RECORDS, A DISTANCE OF 184.20 FEET; THENCE SOUTH $03^{\circ} 11' 48''$ EAST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 OF SAID PUBLIC RECORDS, A DISTANCE OF 250.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE NORTH $86^{\circ} 49' 17''$ EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 OF SAID PUBLIC RECORDS, A DISTANCE OF 175.66 FEET TO SAID WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD; THENCE SOUTH $02^{\circ} 28' 29''$ EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 100.01 FEET; THENCE NORTH $66^{\circ} 27' 54''$ WEST, A DISTANCE OF 89.01 FEET; THENCE SOUTH $86^{\circ} 49' 17''$ WEST, A DISTANCE OF 94.90 FEET; THENCE NORTH $03^{\circ} 11' 48''$ WEST, A DISTANCE OF 59.99 FEET TO THE POINT OF BEGINNING.




2019 Aerial Imagery
November 19, 2020

*Old Moultrie Road
Easement Agreement*

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.

