

RESOLUTION NO. 2022- 275

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM HASTINGS DRAINAGE DISTRICT TO ST. JOHNS COUNTY FOR DRAINAGE IMPROVEMENTS ALONG J. FLAKE ROAD AT ITS INTERSECTION WITH CRACKER SWAMP ROAD AND AUTHORIZING THE CHAIR OF THE BOARD TO JOIN IN THE EXECUTION OF THE TEMPORARY CONSTRUCTION EASEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, Hastings Drainage District has executed and presented to St. Johns County a Temporary Construction Easement (“TCE”), attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, across a portion of its property located on J. Flake Road at its intersection with Cracker Swamp Road; and

**WHEREAS**, the TCE allows the County the use of work space for the purpose of staging and storing materials, and ingress and egress, and for the movement of personnel, supplies and equipment related to the construction and installation of drainage facilities; and

**WHEREAS**, it is in the best interest of the County to accept the TCE for the health, safety and welfare of its citizens.

**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.

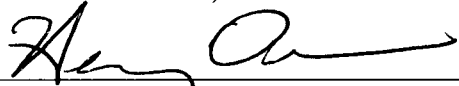
Section 2. The Board of County Commissioners hereby accepts the TCE for the purposes mentioned above and authorizes the Chair of the Board to join in the execution of the TCE on behalf of the County.

Section 3. The Clerk is instructed to record the original TCE 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.

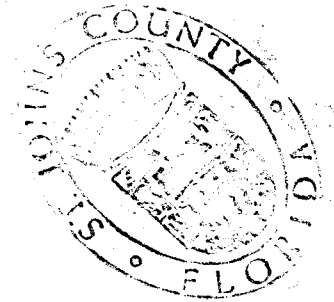
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 2 day of August, 2022.

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

By:   
Henry Dean, Chair

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

By:   
Deputy Clerk



Rendition Date 8/4/22

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

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (this "Agreement"), is made the \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the HASTINGS DRAINAGE DISTRICT, a Chapter 298, Florida Statutes, Drainage District, whose address is Post Office Box 561, Hastings, Florida 32145 ("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"). Grantor and Grantee are sometime referred to in this Agreement individually as a "Party," and collectively as the "Parties."

### RECITALS

WHEREAS, Grantor is the owner of record of certain real property in St. Augustine, St. Johns County, Florida, and legally described on the attached Composite Exhibit A (the "Property"); and

WHEREAS, Grantee owns and operates certain drainage facilities adjacent to and nearby the Grantor's Property; and

WHEREAS, Grantee desires temporary construction easements ("TCES") in, under, along, through and across Grantor's Property so that Grantee may construct certain drainage facilities on Grantee's property, upon the terms and conditions contained herein. The TECS are identified on Exhibit A (the "Easement Areas").

NOW, THEREFORE, for sum of ten dollars (\$10.00), and other good and valuable mutual consideration, the receipt and adequacy of which are acknowledged, Grantor and Grantee covenant and agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are hereby incorporated by reference as if set forth fully herein.
2. PURPOSE. Grantor hereby grants Grantee TCES on the Property. The purpose of this Agreement is to grant a temporary, non-exclusive access to Grantee over, on, under and across the Property for a period expiring one hundred and twenty (120) days from the Effective Date. Grantee shall be authorized to perform construction of its drainage facilities so long as it does so in a manner that does not unreasonably interfere with or restrict Grantor's use of Grantor's Property.
3. SCOPE OF USE. Grantee shall have use of the TCES as work space for purposes of staging and storing equipment, supplies, and materials, and ingress and egress, and for the movement of personnel, supplies and equipment related to Grantee's construction and installation of the drainage facilities.

4. GRANTEE PROPERTY. Notwithstanding section 7 below, all personal property of Grantee, its employees, agents, contractors, business invitees and licensees, in and on the TCES, shall be and remain at the sole risk of the above-described persons and entities. Grantor is not liable to any person or entity for any damage or loss of personal property.

5. FENCING. Grantee shall erect and bear all costs and expenses of maintaining any required fencing around the TCES throughout the term of this Agreement.

6. NO DEDICATION. No right of access by the general public to any portion of the Property is conveyed by this Agreement.

7. GRANTOR LIABILITY. Grantor shall not be responsible for any liabilities related to the TCES or the implementation of this Agreement, except to the extent Grantor is grossly negligent.

8. GRANTEE OBLIGATION TO RESTORE. Grantee shall restore the Property to its original condition as it existed prior to the term of this Agreement upon completion of the term or when the project is complete, including but not limited to repairing any damage to any existing fence, bulkhead, driveway, irrigation system, or electrical lines on the Property that directly resulted from the use of the Property by Grantee, its employees, agents, contractors, business invitees or licensees.

9. HAZARDOUS MATERIALS. Grantee shall not store any hazardous substances, toxic materials, hazardous wastes, petroleum or any other regulated substances as defined by any federal or Florida law (collectively "Regulated Substances"), on the Property without the express prior written permission of Grantor, including the specification as to which Regulated Substances Grantee seeks to place on or about the Property.

10. INDEMNIFICATION. Subject to the limitations under s. 768.28, F.S., Grantee (including its employees, contractors, agents, business invitees and licensees) does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for any damage to property or person whatsoever, arising from or caused by Grantee's negligent exercise of any of Grantee's rights under this Agreement. Nothing contained herein shall be interpreted to waive any statutory or common law grant of privilege of immunity, except to the limited extent set forth in this section 10.

11. COMPLIANCE WITH LAWS. Grantee shall construct the drainage facilities in a workmanlike manner and in compliance with applicable laws, statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

12. COVENANTS RUNNING WITH THE LAND. The Parties agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute

covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

13. AUTHORIZED REPRESENTATIVE. Each individual signing on behalf of a Party to this Agreement states that he or she is the duly authorized representative of the signing Party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

14. ASSIGNMENT. Grantee may not assign their rights hereunder without the prior written consent of Grantor.

15. ENTIRE AGREEMENT; AMENDMENT. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the Parties hereto. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement.

16. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of laws provisions. If legal action, arbitration or other proceeding is brought to enforce or to resolve any dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled. 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*. 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.

17. SEVERABILITY. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

18. COUNTERPARTS. This Agreement may be executed in any number or counterparts, each of which shall be an original; but such counterparts shall together constitute by one and the same instrument. Facsimile and electronic mail signatures shall be treated as original signatures of the Parties for the purposes hereto.

19. ELECTRONIC/FAX SIGNATURES. Unless required otherwise elsewhere in this Agreement, any signed document transmitted electronically or by facsimile (fax) machine shall be treated in all manner and respect as an original document and the signature of any Party hereto upon a document transmitted electronically or by fax machine shall be considered an original signature.

20. REIMBURSEMENT. Grantee shall reimburse Grantor, in an amount not to exceed \$750.00, for all legal fees and costs incurred by Grantor in review and preparation

of this Agreement, said payment to be paid by Grantee to Grantor at or prior to the execution of this Agreement. Grantor shall not be responsible for any costs or expenses whatsoever connected with the preparation and recordation of this Agreement, or Grantee's use of the Easement Areas or the exercise of its rights pursuant to this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.

**GRANTOR**

Signed, witnessed, executed and acknowledged on this 24 day of MAY, 2022.

WITNESSES:

**HASTINGS DRAINAGE DISTRICT** a  
Florida Chapter 298, Florida Statutes,  
Drainage District

Allie Coleman  
Allie Coleman  
(Please print or type)

Melissa Kelly  
Melissa Kelly  
(Please print or type)

By: Johnny C Counts Chairman  
JOHNNY C COUNTS  
(Please print)

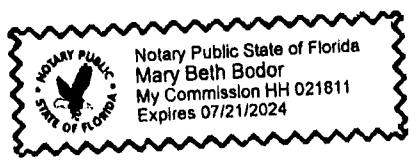
Its: CHAIRMAN

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

**THE FOREGOING** instrument was acknowledged before me by means of  physical presence or  online notarization this 24<sup>th</sup> day of May, 2022, by Johnny C Counts, of the Hastings Drainage District, a Florida Chapter 298, Florida Statutes, Drainage District, who (    ) is personally known to me or (    ) has produced a valid driver's license as identification.

Mary Beth Bodor  
Signature of Notary

(SEAL)



**GRANTEE**

Signed, witnessed, executed and acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSES:

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

\_\_\_\_\_  
\_\_\_\_\_  
(Please print or type)

By: \_\_\_\_\_  
HENRY DEAN, Chair

\_\_\_\_\_  
\_\_\_\_\_  
(Please print or type)

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 \_\_\_\_\_, 2022, by Henry Dean, as Chair of the Board of County Commissioners of St. Johns County, who ( \_ ) is personally known to me or ( \_ ) has produced a valid driver's license as identification.

\_\_\_\_\_  
Signature of Notary

(SEAL)

Exhibit "A"

TEMPORARY CONSTRUCTION EASEMENT - A

THE EAST 15.00 FEET OF THAT CERTAIN PROPERTY, HASTINGS DRAINAGE DISTRICT CANAL, DESCRIBED IN DEED BOOK 43, PAGE 267, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. ALSO LYING IN SECTION 4, TOWNSHIP 10 SOUTH, RANGE 30 EAST OF SAID COUNTY, LYING SOUTH OF THE RIGHT OF WAY OF CRACKER SWAMP ROAD AND WEST OF THE RIGHT OF WAY OF J FLAKE ROAD. CONTAINING 750 SQUARE FEET, MORE OR LESS.

AND

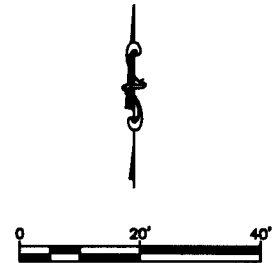
TEMPORARY CONSTRUCTION EASEMENT - B

THE WEST 15.00 FEET OF THAT CERTAIN PROPERTY, HASTINGS DRAINAGE DISTRICT CANAL, DESCRIBED IN DEED BOOK 43, PAGE 179, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. ALSO LYING IN SECTION 4, TOWNSHIP 10 SOUTH, RANGE 30 EAST OF SAID COUNTY, LYING SOUTH OF THE RIGHT OF WAY OF CRACKER SWAMP ROAD AND EAST OF THE RIGHT OF WAY OF J FLAKE ROAD. CONTAINING 826 SQUARE FEET, MORE OR LESS

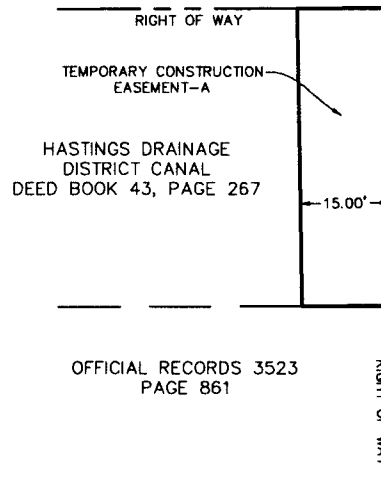
**MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF  
SECTION 4, TOWNSHIP 10 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA.  
FOR: ST. JOHNS COUNTY ENGINEERING DIVISION**

**SURVEYORS NOTES:**

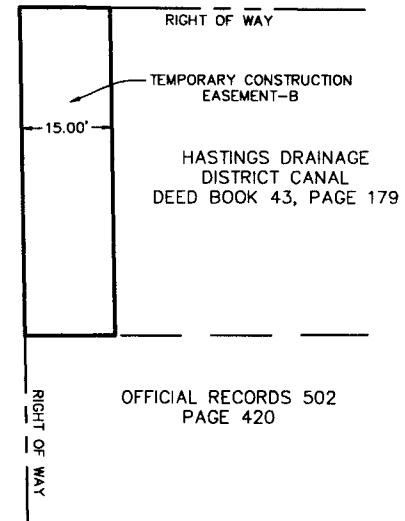
1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF 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 2021.



**CRACKER SWAMP RD  
(RIGHT OF WAY VARIES)  
ASPHALT**

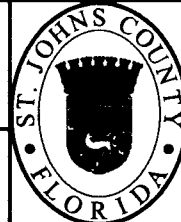


**J FLAKE RD  
(40' RIGHT OF WAY)  
ASPHALT**



**J FLAKE RD AND CRACKER SWAMP RD  
TEMPORARY CONSTRUCTION EASEMENTS**

**SKETCH OF DESCRIPTION  
DATE OF SKETCH: MARCH 29, 2022**

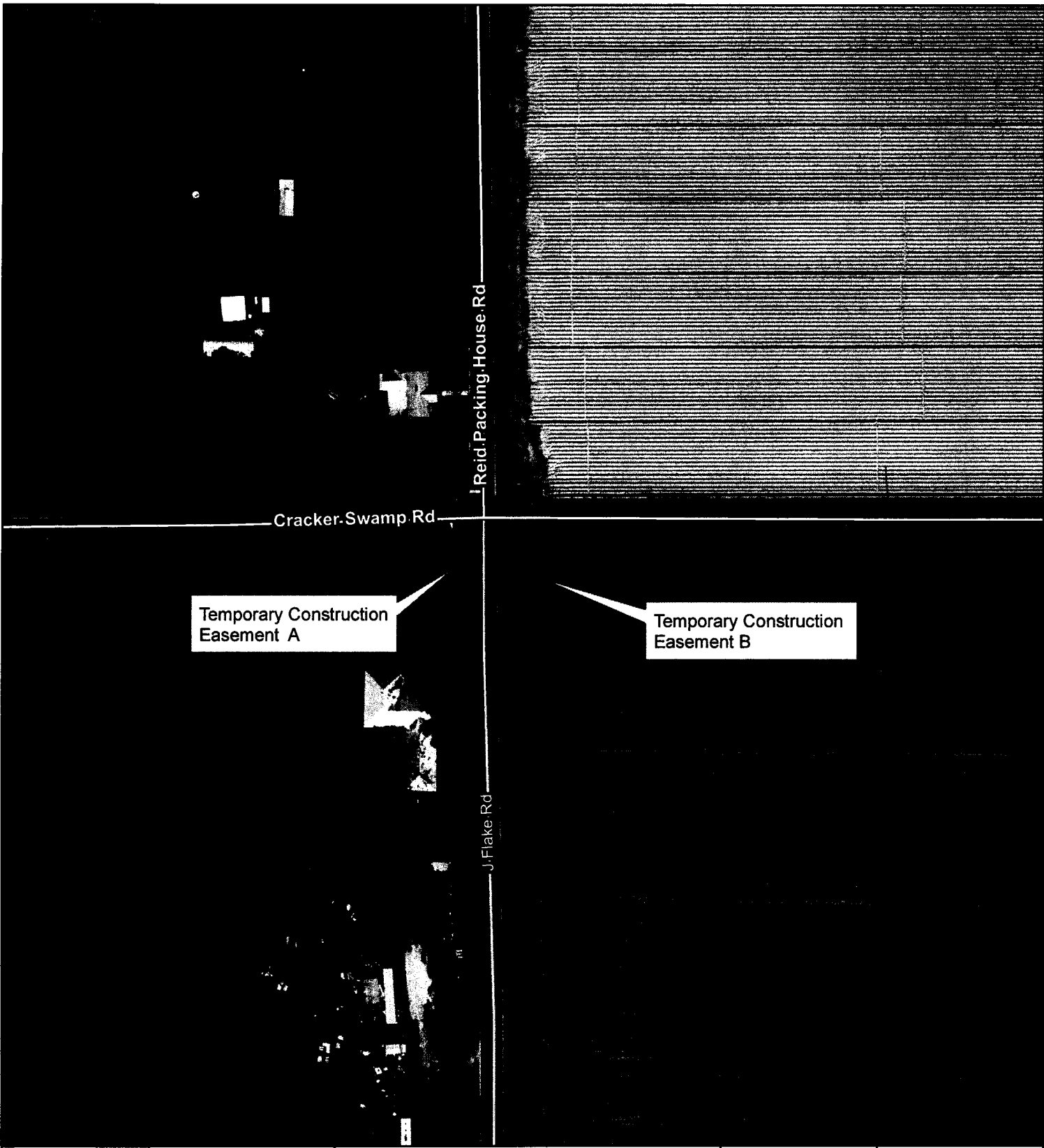


**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
SURVEYING AND MAPPING DIVISION**

**500 SAN SEBASTIAN VIEW  
ST AUGUSTINE, FLORIDA 32084**

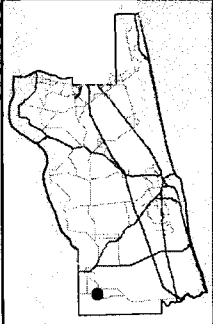
**PATRICIA GAIL OLIVER P.S.M. NO. 4564  
Phone (904) 209-0770 Email: goliver@sjcfl.us**

<b>DRAWN BY: J.MANNING</b>
<b>FILE NUMBER: S-1206A</b>
<b>SHEET NO. 1</b>
<b>OF 1</b>



Temporary Construction Easement A

Temporary Construction Easement B



2021 Aerial Imagery  
July 6, 2022

*Temporary Construction Easement  
Hastings Drainage District  
J. Flake 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 herein.

