

RESOLUTION NO. 2022- 5

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR TO EXECUTE A TERMINATION AND RELEASE OF TEMPORARY EASEMENT AGREEMENT FOR STORMWATER DRAINAGE AND DETENTION, ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Flagler College, Inc, a Florida corporation not-for-profit ("Flagler") granted St. Johns County ("County") a nonexclusive easement as described in Temporary Easement Agreement for Stormwater Drainage and Detention dated June 18, 2020, and recorded in Official Records Book 4969, page 901, of the public records of St. Johns County, Florida, ("Temporary Easement") as part of an exchange of real property approved by Resolution No. 2020-207; and

WHEREAS, the Temporary Easement was to terminate and expire by its terms stated at subparagraph 3.1 of the Temporary Easement upon certain acts set forth in that subparagraph; and

WHEREAS, the acts set forth at subparagraph 3.1 have occurred and have been approved by the County Engineering Department; and

WHEREAS, Flagler has requested that the County execute a Termination and Release of Temporary Easement Agreement for Stormwater Drainage and Detention, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, terminating and releasing all rights granted by the Temporary Easement, except for that cross-indemnification that survives according to the terms at subparagraph 3.1 and paragraph 5 of the Temporary 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 by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby authorizes the Chair of the Board and the County Administrator, or designee, to execute the Termination and Release of Temporary Easement Agreement for Stormwater and Detention, on behalf of the County.

Section 3. The Clerk is instructed to record the original Termination and Release of Temporary Easement Agreement for Stormwater and Detention 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 this 18 day of January, 2022.

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

By: Henry Dean
Henry Dean, Chair

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

By: Pam Salterma
Deputy Clerk

RENDITION DATE 1/20/22



Prepared by/return to:
Sidney F. Ansbacher, Esq.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007

**TERMINATION AND RELEASE OF TEMPORARY EASEMENT AGREEMENT
FOR STORMWATER DRAINAGE AND DETENTION**

THIS TERMINATION AND RELEASE OF TEMPORARY EASEMENT AGREEMENT FOR STORMWATER DRAINAGE AND DETENTION ("Termination") is made and entered into as of the ____ day of _____, 2022, ("Effective Date"), by and between FLAGLER COLLEGE, INC., a Florida corporation not-for-profit (the "Grantor") and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Grantee").

WHEREAS, Grantor hereto granted the Grantee a nonexclusive easement over and upon the Grantor's Property as described in that Temporary Easement Agreement for Stormwater Drainage and Detention dated June 18, 2020, and recorded at Official Records Book 4969, page 901, public records of St. Johns County, Florida (St. Johns County Commission Resolution 2020-207) ("Temporary Easement"); and

WHEREAS, the Temporary Easement was to terminate and expire by its terms stated at subparagraph 3.1 of the Temporary Easement upon certain acts set forth in that subparagraph; and

✓ WHEREAS, the acts set forth at subparagraph 3.1 have occurred.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Temporary Easement, and all rights granted thereunder, are hereby terminated and released in all respects, and the Temporary Easement is hereby null, void and no longer of any further force or effect, except for that cross-indemnification that survives according to the terms at subparagraph 3.1 and paragraph 5 of the Temporary Easement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES FOUND ON FOLLOWING PAGES]

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:

FLAGLER COLLEGE, INC., a Florida not-for-profit corporation

Print Name: _____

By: _____
David Carson
Vice President of Business Services
and Chief Financial Officer

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 _____, 2022, by David Carson, as Vice President of Business Services and Chief Financial Officer of Flagler College, Inc., on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

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

ST. JOHNS COUNTY, FLORIDA

Hunter S. Conrad,
County Administrator

By: _____
Henry Dean, Chair
Board of County Commissioners

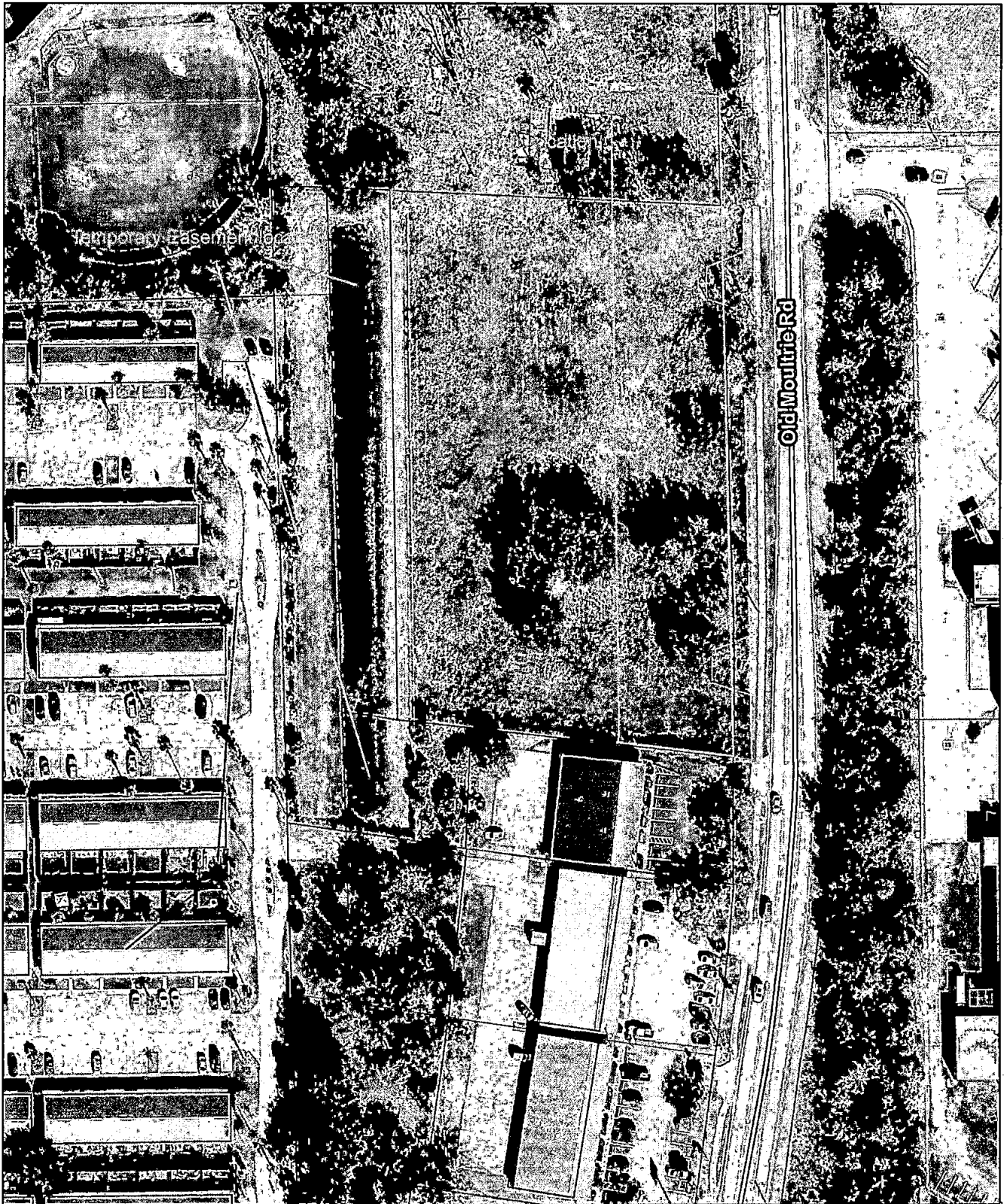
Date: _____

**ATTEST:
BRANDON J. PATTY, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER**

By: _____
Deputy Clerk

Legal Review By:

County Attorney



2019 Aerial Imagery
December 21, 2021

*Termination of Temporary Easement
Flagler College*

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.

