

RESOLUTION NO. 2022- 7

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND CONDITIONS OF FIVE PURCHASE AND SALE AGREEMENTS AND FIVE HOLD HARMLESS AGREEMENTS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENTS ON BEHALF OF THE COUNTY FOR THE S. HOLMES BOULEVARD CDBG DRAINAGE PROJECT.**

**RECITALS**

**WHEREAS,** certain property owners have executed and presented to St. Johns County Purchase and Sale Agreements for Grant of Easements and Hold Harmless Agreements, attached hereto as Exhibits "A" and "B", incorporated by reference and made a part hereof, for the S. Holmes Boulevard CDBG Drainage Project; and

**WHEREAS,** acquisition of the Grant of Easements is required to allow the County to perform the drainage improvements for the S. Holmes Boulevard CDBG Drainage Project and to allow for future maintenance of the drainage improvements; and

**WHEREAS,** the Hold Harmless Agreements are required for the County to receive a permit from St. Johns River Water Management District for the S. Holmes Boulevard CDBG Drainage Project; and

**WHEREAS,** it is in the best interest of the County to acquire the Grant of Easements and Hold Harmless Agreements for the health, safety and welfare of the citizens of St. Johns 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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Purchase and Sale Agreements and the Hold Harmless Agreements and authorizes the County Administrator, or designee to execute the Agreements on behalf of the County and move forward to close the transactions.

Section 3. The Clerk is instructed to record the Hold Harmless Agreements in the official records and file the original Purchase and Sale Agreements 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 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 Halterman  
Deputy Clerk



RENDITION DATE 1/20/22

**PURCHASE AND SALE AGREEMENT FOR  
GRANT OF EASEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2021, 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 ("Buyer") and **Jason Ausili and Tara Ausili**, ("Sellers"), whose address is 1653 Natalie Rd., St. Augustine, FL 32084.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing an Easement over the Sellers' property described on attached EXHIBIT "A", incorporated by reference and made a part hereof, upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest to acquire an Easement over the described property for drainage purposes.

**NOW THEREFORE**, it is mutually agreed as follows:

1. Recitals. The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as Findings of Fact.
2. Purchase Price. The purchase price ("Purchase Price") for the Easement is Two hundred fifty Dollars (**\$250.00**). The Purchase Price shall be in cash or other immediately available funds.
3. Closing. Unless extended by the terms or other provisions hereof, the closing of the sale of the Easement Area ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, on or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.
4. Sellers' Representations. Sellers represents to Buyer that they own fee simple title to the Easement Area and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.
5. Closing Procedure and Documents.
  - (a) At the Closing, simultaneously with the payment of the Purchase Price by Buyers, Sellers shall deliver or cause to be delivered to Buyers a Grant of Easement.
  - (b) At the Closing, Sellers and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) At the Closing, Sellers and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of recording the Grant of Easement, including documentary stamps.

7. Default.

(a) Default by Sellers. If Sellers defaults by performance of any of Sellers' obligations in this Agreement or breaches any warranty or representation, Buyer may terminate this Agreement.

(b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Sellers' default or the termination of this Agreement pursuant to the specific provisions hereof, Sellers will be entitled to receive the Deposit, if there is one, as Sellers' sole and exclusive remedy for any such default, Sellers hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

8. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Easement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

10. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Sellers and Buyer.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Sellers advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

13. Assignability. This Agreement may not be assigned by Sellers or Buyer without the written consent of all parties.

14. Time. Time is of the essence of all provisions of this Agreement.

15. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

16. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: St. Johns County, Florida, a political subdivision  
of the State of Florida  
500 San Sebastian View  
St. Augustine, Florida 32084

Sellers: Mr. & Mrs. Ausili  
1653 Natalie Rd.  
St. Augustine, FL 32084

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

18. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

19. Commission Dues. There are not any real estate commissions due as a result of this transaction.

20. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

21. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

22. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has

accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

23. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Sellers, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and the Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

SELLERS:

Lauree Ford 12-16-21  
Signature Date

Jason Ausili  
Signature Date

Lauree Ford  
Print Name

Jessica Getchius 12/16/21  
Signature Date

Tara Ausili 12/16/21  
Signature Date

Jessica Getchius  
Print Name

**BUYER:**  
**WITNESSES:**

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

\_\_\_\_\_  
Signature . . . . . Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature . . . . . Date

\_\_\_\_\_  
Print

By: \_\_\_\_\_  
Hunter S. Conrad . . . . . Date

County Administrator

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

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"

**DRAINAGE EASEMENT DESCRIPTION DE-36:**

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 10 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4150, PG 1679 , AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE WESTERLY 30 FEET OF SAID LOT 10, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

**DRAINAGE EASEMENT DESCRIPTION DE-37:**

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 10 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4150, PG 1679 , AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 10, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 10, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 10, 5.70 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 36°58'48" E, MORE OR LESS ALONG SAID TOP OF BANK 104.58 FEET MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 10; THENCE S 70°02'29" W ALONG SAID SOUTH LINE AND TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION, 36.32 FEET; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,101 SQUARE FEET, MORE OR LESS.

THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

**PURCHASE AND SALE AGREEMENT FOR  
GRANT OF EASEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of August, 2021, 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 ("Buyer") and **Jennifer Dedeo, now known as Jennifer Lagasse**, ("Sellers"), whose address is 29249 Night Hawkview Trail Golden Co 80403.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing an Easement over the Sellers' property described on attached EXHIBIT "A", incorporated by reference and made a part hereof, upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest to acquire an Easement over the described property for drainage purposes.

**NOW THEREFORE**, it is mutually agreed as follows:

1. Recitals. The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as Findings of Fact.
2. Purchase Price. The purchase price ("Purchase Price") for the Easement is Two hundred fifty Dollars (**\$250.00**). The Purchase Price shall be in cash or other immediately available funds.
3. Closing. Unless extended by the terms or other provisions hereof, the closing of the sale of the Easement Area ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, on or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.
4. Sellers' Representations. Sellers represents to Buyer that they own fee simple title to the Easement Area and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.
5. Closing Procedure and Documents.
  - (a) At the Closing, simultaneously with the payment of the Purchase Price by Buyers, Sellers shall deliver or cause to be delivered to Buyers a Grant of Easement.
  - (b) At the Closing, Sellers and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) At the Closing, Sellers and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of recording the Grant of Easement, including documentary stamps.

7. Default.

(a) Default by Sellers. If Sellers defaults by performance of any of Sellers' obligations in this Agreement or breaches any warranty or representation, Buyer may terminate this Agreement.

(b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Sellers' default or the termination of this Agreement pursuant to the specific provisions hereof, Sellers will be entitled to receive the Deposit, if there is one, as Sellers' sole and exclusive remedy for any such default, Sellers hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

8. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Easement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

10. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Sellers and Buyer.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Sellers advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

13. Assignability. This Agreement may not be assigned by Sellers or Buyer without the written consent of all parties.

14. Time. Time is of the essence of all provisions of this Agreement.

15. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

16. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: St. Johns County, Florida, a political subdivision  
of the State of Florida  
500 San Sebastian View  
St. Augustine, Florida 32084

Sellers: Jennifer Lagasse  
29249 Night Hawk Newtrail  
Golden CO 80403

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

18. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

19. Commission Dues. There are not any real estate commissions due as a result of this transaction.

20. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

21. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

22. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has

accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

23. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Sellers, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and the Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

SELLERS: Jennifer Lagasse

Paul Kelly 8-10-21  
Signature Date

Jennifer Lagasse 8/10/21  
Signature Date

Paul Kelly  
Print Name

Arion Miller 8/10/21  
Signature Date

\_\_\_\_\_  
Date

Arion Miller  
Print Name

**BUYER:**  
**WITNESSES:**

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

\_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Hunter S. Conrad Date

\_\_\_\_\_  
Print

County Administrator

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

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

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"

DRAINAGE EASEMENT DESCRIPTION DE-38:

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 9 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3296, PG 1, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEING THE WESTERLY 30 FEET OF SAID LOT 9, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

DRAINAGE EASEMENT DESCRIPTION DE-39:

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 9 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3296, PG 1, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 9, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 9, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 9, 36.32 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 33°28'35" E, MORE OR LESS ALONG SAID TOP OF BANK OF SAID EXISTING POND, 102.85 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 9; THENCE S 70°02'29" W ALONG SAID SOUTH LINE AND TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION, 60.36 FEET; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,834 SQUARE FEET, MORE OR LESS.

THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

**PURCHASE AND SALE AGREEMENT FOR  
GRANT OF EASEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of August 16, 2021, 2021, 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 ("Buyer") and **Nellie Ott and Thomas L. Farris**, ("Sellers"), whose address is 1659 Natalie Rd., St. Augustine, FL 32084.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing an Easement over the Sellers' property described on attached EXHIBIT "A", incorporated by reference and made a part hereof, upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest to acquire an Easement over the described property for drainage purposes.

**NOW THEREFORE**, it is mutually agreed as follows:

1. Recitals. The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as Findings of Fact.
2. Purchase Price. The purchase price ("Purchase Price") for the Easement is Two hundred fifty Dollars (**\$250.00**). The Purchase Price shall be in cash or other immediately available funds.
3. Closing. Unless extended by the terms or other provisions hereof, the closing of the sale of the Easement Area ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, on or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.
4. Sellers' Representations. Sellers represents to Buyer that they own fee simple title to the Easement Area and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.
5. Closing Procedure and Documents.
  - (a) At the Closing, simultaneously with the payment of the Purchase Price by Buyers, Sellers shall deliver or cause to be delivered to Buyers a Grant of Easement.
  - (b) At the Closing, Sellers and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) At the Closing, Sellers and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of recording the Grant of Easement, including documentary stamps.

7. Default.

(a) Default by Sellers. If Sellers defaults by performance of any of Sellers' obligations in this Agreement or breaches any warranty or representation, Buyer may terminate this Agreement.

(b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Sellers' default or the termination of this Agreement pursuant to the specific provisions hereof, Sellers will be entitled to receive the Deposit, if there is one, as Sellers' sole and exclusive remedy for any such default, Sellers hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

8. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Easement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

10. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Sellers and Buyer.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Sellers advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

13. Assignability. This Agreement may not be assigned by Sellers or Buyer without the written consent of all parties.

14. Time. Time is of the essence of all provisions of this Agreement.

15. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

16. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: St. Johns County, Florida, a political subdivision  
of the State of Florida  
500 San Sebastian View  
St. Augustine, Florida 32084

Sellers: Nellie Ott & Thomas L. Farris  
1659 Natalie Rd.  
St. Augustine, FL 32084

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

18. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

19. Commission Dues. There are not any real estate commissions due as a result of this transaction.

20. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

21. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

22. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has

accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

23. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Sellers, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and the Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

SELLERS:

Jay Farris 8/16/21  
Signature Date

Nellie Ott 8/16/21  
Nellie Ott Date

JAY FARRIS  
Print Name

Michael White 8/16/21  
Signature Date

Thomas L. Farris 16 AUG 21  
Thomas L. Farris Date

Michael White  
Print Name

**BUYER:**  
**WITNESSES:**

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

\_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Hunter S. Conrad Date

\_\_\_\_\_  
Print

County Administrator

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

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

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"

DRAINAGE EASEMENT DESCRIPTION DE-50:

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 3 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEING THE WESTERLY 30 FEET OF SAID LOT 3, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

DRAINAGE EASEMENT DESCRIPTION DE-51:

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 3 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 3, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 3, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 3, 70.05 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 19°57'31" E, MORE OR LESS ALONG SAID TOP OF BANK OF SAID EXISTING POND 100.00 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 3; THENCE S 70°02'29" W ALONG SAID SOUTH LINE AND TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION, 70.04 FEET; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 100.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 7,005 SQUARE FEET, MORE OR LESS.  
THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

**PURCHASE AND SALE AGREEMENT FOR  
GRANT OF EASEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made and effective as of \_\_\_\_\_, 2021, 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 (“Buyer”) and **Abraham Lincoln Nelson, Jr. and Lisa Mitchell Nelson**, (“Sellers”), whose address is 1653 Natalie Rd., St. Augustine, FL 32084.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing an Easement over the Sellers’ property described on attached EXHIBIT “A”, incorporated by reference and made a part hereof, upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest to acquire an Easement over the described property for drainage purposes.

**NOW THEREFORE**, it is mutually agreed as follows:

1. Recitals. The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as Findings of Fact.

2. Purchase Price. The purchase price (“Purchase Price”) for the Easement is Two hundred fifty Dollars (**\$250.00**). The Purchase Price shall be in cash or other immediately available funds.

3. Closing. Unless extended by the terms or other provisions hereof, the closing of the sale of the Easement Area (“Closing”) shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, on or before ninety (90) days from the date of this Agreement (“Closing Date”), **TIME BEING OF THE ESSENCE**.

4. Sellers’ Representations. Sellers represents to Buyer that they own fee simple title to the Easement Area and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

5. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyers, Sellers shall deliver or cause to be delivered to Buyers a Grant of Easement.

(b) At the Closing, Sellers and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) At the Closing, Sellers and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of recording the Grant of Easement, including documentary stamps.

7. Default.

(a) Default by Sellers. If Sellers defaults by performance of any of Sellers' obligations in this Agreement or breaches any warranty or representation, Buyer may terminate this Agreement.

(b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Sellers' default or the termination of this Agreement pursuant to the specific provisions hereof, Sellers will be entitled to receive the Deposit, if there is one, as Sellers' sole and exclusive remedy for any such default, Sellers hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

8. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Easement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

10. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Sellers and Buyer.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Sellers advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

13. Assignability. This Agreement may not be assigned by Sellers or Buyer without the written consent of all parties.

14. Time. Time is of the essence of all provisions of this Agreement.

15. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

16. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: St. Johns County, Florida, a political subdivision  
of the State of Florida  
500 San Sebastian View  
St. Augustine, Florida 32084

Sellers: Mr. & Mrs. Nelson  
1653 Natalie Rd.  
St. Augustine, FL 32084

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

18. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

19. Commission Dues. There are not any real estate commissions due as a result of this transaction.

20. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

21. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

22. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has

accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

23. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Sellers, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and the Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

SELLERS:

[Signature] 8/26/21  
Signature Date

Abraham Lincoln Nelson, Jr. 8/26/21  
Abraham Lincoln Nelson, Jr. Date

Thomas Mashburn  
Print Name

Valerie H. Pacetti 8/26/21  
Signature Date

Lisa Mitchell Nelson 8/26/21  
Lisa Mitchell Nelson Date

Valerie H. Pacetti  
Print Name

**BUYER:**  
**WITNESSES:**

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

\_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Hunter S. Conrad Date

\_\_\_\_\_  
Print

County Administrator

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

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

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"

DRAINAGE EASEMENT DESCRIPTION DE-48:

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 4 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4177, PG 1795, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE WESTERLY 30 FEET OF SAID LOT 4, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

DRAINAGE EASEMENT DESCRIPTION DE-49:

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 4 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4177, PG 1795, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 4, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 4, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 4, 70.05 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 19°57'31" E, MORE OR LESS ALONG SAID TOP OF BANK OF SAID EXISTING POND 100.00 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 4; THENCE S 70°02'29" W ALONG SAID SOUTH LINE AND TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION, 70.05 FEET; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,005 SQUARE FEET, MORE OR LESS.

THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

**PURCHASE AND SALE AGREEMENT FOR  
GRANT OF EASEMENT**

28 July THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of 28 July, 2021, 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 ("Buyer") and **Gregory M. Clifton**, ("Sellers"), whose address is 2500 Formosa Ave., Orlando, FL 32804

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing an Easement over the Sellers' property described on attached EXHIBIT "A", incorporated by reference and made a part hereof, upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest to acquire an Easement over the described property for drainage purposes.

**NOW THEREFORE**, it is mutually agreed as follows:

1. Recitals. The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as Findings of Fact.

2. Purchase Price. The purchase price ("Purchase Price") for the Easement is Two hundred fifty Dollars (\$250.00). The Purchase Price shall be in cash or other immediately available funds.

3. Closing. Unless extended by the terms or other provisions hereof, the closing of the sale of the Easement Area ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, on or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

4. Sellers' Representations. Sellers represents to Buyer that they own fee simple title to the Easement Area and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

5. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyers, Sellers shall deliver or cause to be delivered to Buyers a Grant of Easement.

(b) At the Closing, Sellers and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) At the Closing, Sellers and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of recording the Grant of Easement, including documentary stamps.

7. Default.

(a) Default by Sellers. If Sellers defaults by performance of any of Sellers' obligations in this Agreement or breaches any warranty or representation, Buyer may terminate this Agreement.

(b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Sellers' default or the termination of this Agreement pursuant to the specific provisions hereof, Sellers will be entitled to receive the Deposit, if there is one, as Sellers' sole and exclusive remedy for any such default, Sellers hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

8. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Easement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

10. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Sellers and Buyer.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Sellers advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

13. Assignability. This Agreement may not be assigned by Sellers or Buyer without the written consent of all parties.

14. Time. Time is of the essence of all provisions of this Agreement.

15. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

16. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: St. Johns County, Florida, a political subdivision  
of the State of Florida  
500 San Sebastian View  
St. Augustine, Florida 32084

Sellers: Gregory M. Clifton  
2500 Formosa Ave.  
Orlando, FL 32804

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

18. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

19. Commission Dues. There are not any real estate commissions due as a result of this transaction.

20. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

21. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

22. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has

accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

23. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Sellers, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and the Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

SELLERS: Gregory M. Clifton

Ronald Lee Johnson 7/28/21  
Signature Date

G M Clifton 7/28/21  
Signature Date

RONALD LEE JOHNSON  
Print Name

Andy O'Harrow 7/28/2021  
Signature Date

\_\_\_\_\_  
Date

Andy O'Harrow  
Print Name

**BUYER:**  
**WITNESSES:**

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

By: \_\_\_\_\_  
Hunter S. Conrad Date

County Administrator

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

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"

DRAINAGE EASEMENT DESCRIPTION DE-54:

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 2 OF WRIGHT ESTATES, AS RECORDED IN MAP BOOK 55, PAGE 57-58, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3510, PG 58, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE WESTERLY 30 FEET OF SAID LOT 2, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 1,800 SQUARE FEET, MORE OR LESS.

DRAINAGE EASEMENT DESCRIPTION DE-55:

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 2 OF THE WRIGHT ESTATES, AS RECORDED IN MAP BOOK 55, PAGE 57-58, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3510, PG 58, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 2, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 2, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 2, 65.04 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 5°21'48" E, MORE OR LESS ALONG SAID TOP OF BANK OF SAID EXISTING POND, 89.57 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 2; THENCE N 89°48'21" W ALONG SAID SOUTH LINE, 23.20 FEET TO A 308.25 FOOT RADIUS CURVE TO THE LEFT (CONCAVE SOUTHERLY); THENCE ALONG SAID CURVE AND SOUTH LOT LINE 21.78 FEET WITH AN INTERIOR ANGLE OF 4°02'52", WHICH CHORD BEARS S 88°09'31" W, A CHORD DISTANCE OF 21.77 FEET TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 71.92 FEET TO THE POINT OF BEGINNING. CONTAINING 4,334 SQUARE FEET, MORE OR LESS. THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

Exhibit "B" to Resolution

**HOLD HARMLESS AGREEMENT**

THIS HOLD HARMLESS ("Agreement") entered into this 16<sup>th</sup> day of December, 2021, by

Jason Ausili and Tara Ausili ("Grantor") whose address is 1617 Natalie Rd., St. Augustine, FL 32084, in favor of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Grantee") whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

**RECITALS:**

**WHEREAS**, as a condition of the Grant of Easement from Grantor to the Grantee, to further insulate the Grantor and the Grantee from any liability (administrative, legal, equitable or otherwise) for any negligent or intentional act or omission caused or directed by, which is related to, and/or associated with granting this Grant of Easement; and

**WHEREAS**, this Agreement pertains only to the property described in Exhibit "A" attached hereto and made a part hereof and confers no rights upon any other property as stipulated by Florida Statute.

**NOW THEREFORE**, in consideration of being granted the above referenced Grant of Easement, does hereby agree as follows:

Section 1. **Findings.** The above Recitals are incorporated by reference in to the body of this Agreement, and such Recitals are acknowledged as Findings of Fact.

Section 2. **Definitions.** Construction – any improvements made to the land.

Section 3. **Duration of Agreement.** Agreement is to run with the land as described herein, to all subsequent heirs, successors, legal representatives, and assigns.

Section 4. **Intent of County with Respect to utilization of the easement.** With respect to Grantor utilization of the easement described herein, it is the intent of the Grantee to ensure that the pond area of the easement will be inspected periodically, maintained, and repaired, as the need arises by the Grantee. In addition, Grantor will hold the Grantee harmless, thereafter indemnifying the Grantee from any third party, known or unknown at the time of this Agreement.

Section 5. **Indemnification.** The Grantor and Grantee shall indemnify, defend, and hold each other harmless from, and against, all claims to the full extent permitted by law (including contractual, and injunctive), losses (including property, personal and/or real and bodily injury), costs (including attorney's fees), suites, administrative actions, arbitration, originating from, incident to, connected with, or growing out of the County's authorization for Applicant to the County accepting the Grant of Easement. The Grantee's obligations under this section shall be subject to, and within the limitations set forth in, Section 768.28, Florida Statutes, and shall not be interpreted as a waiver of Grantee's sovereign immunity or of consent by Grantee to be sued by a third party.

Section 6. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof; shall be severable, and the remaining portions of this Agreement, and all thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 7. **Amendments to this Agreement.** Both the Grantor and the Grantee acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the Grantor, and Grantee acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the Grantor, and Grantee.

Section 8. **Governing Law Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first written above.

Signed and sealed in our

Presence as Witnesses:

Karenia Ford

Print Name: Karenia Ford

Jessica Getchius

Print Name: Jessica Getchius

Grantor:

Jason Ausili  
Jason Ausili

Tara Ausili  
Tara Ausili

STATE OF Florida  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16<sup>th</sup> day of December, 2021, by Jason Ausili and Tara Ausili.

Personally Known or Produced Identification

Type of Identification Produced FLDL

Jessica Getchius  
Notary Public

My Commission Expires:



**JESSICA NICOLE GETCHIUS**  
Commission # GG 285635  
Expires March 17, 2023  
Bonded Thru-Budget Notary Services

Signed and sealed in our  
Presence as Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Grantee: St. Johns County, a political subdivision  
of State of Florida

\_\_\_\_\_  
Hunter S. Conrad  
County Administrator

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_.

Personally Known or Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**DRAINAGE EASEMENT DESCRIPTION DE-36:**

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 10 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4150, PG 1679 , AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE WESTERLY 30 FEET OF SAID LOT 10, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

**DRAINAGE EASEMENT DESCRIPTION DE-37:**

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 10 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4150, PG 1679 , AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 10, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 10, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 10, 5.70 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 36°58'48" E, MORE OR LESS ALONG SAID TOP OF BANK 104.58 FEET MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 10; THENCE S 70°02'29" W ALONG SAID SOUTH LINE AND TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION, 36.32 FEET; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,101 SQUARE FEET, MORE OR LESS.

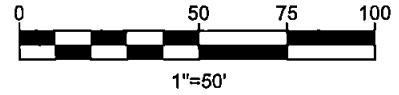
THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

# SKETCH AND DESCRIPTION SHOWING A DRAINAGE EASEMENT: DE-36 & 37

**NOTE:** THIS IS NOT A BOUNDARY SURVEY

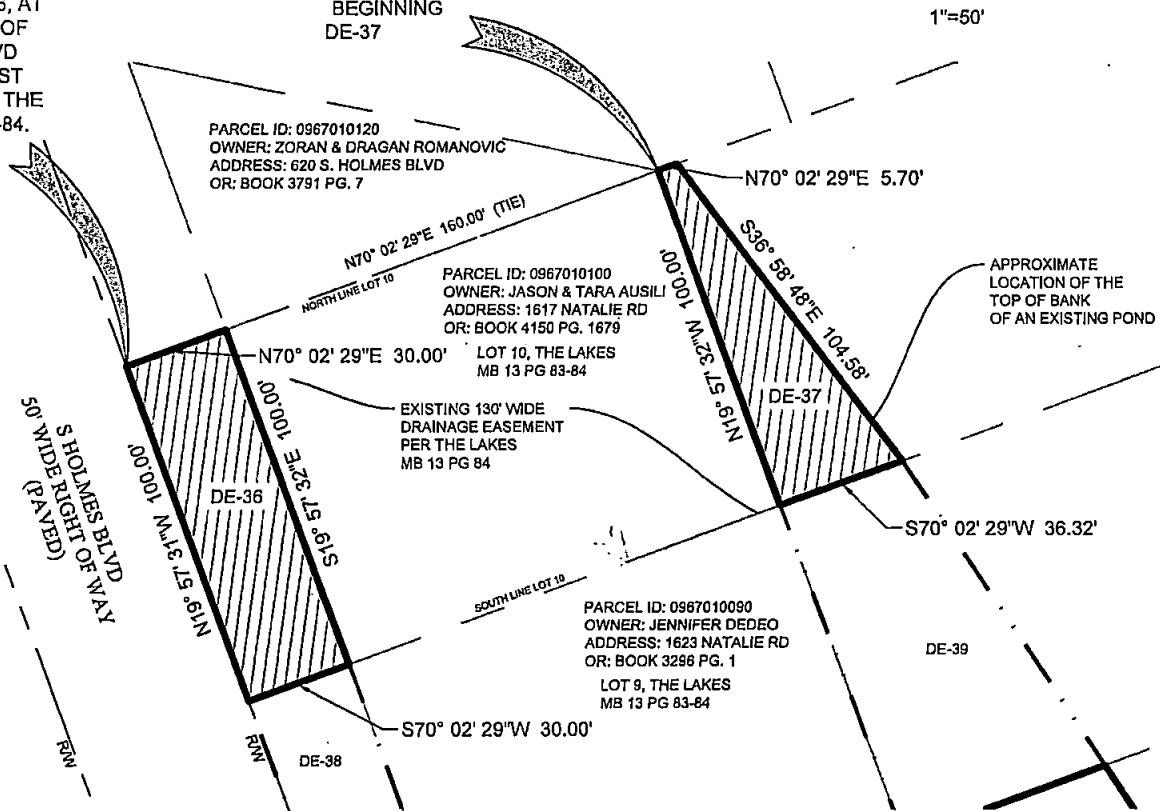


**GRAPHIC SCALE**



POINT OF COMMENCEMENT OF DE-37, & POINT OF BEGINNING OF DE-36, AT THE INTERSECTION OF SOUTH HOLMES BLVD AND THE NORTHWEST CORNER OF LOT 10, THE LAKES, MB 13 PG 83-84.

POINT OF BEGINNING DE-37



PARCEL ID: 0967010120  
OWNER: ZORAN & DRAGAN ROMANOVIC  
ADDRESS: 620 S. HOLMES BLVD  
OR: BOOK 3791 PG. 7

PARCEL ID: 0967010100  
OWNER: JASON & TARA AUSILI  
ADDRESS: 1617 NATALIE RD  
OR: BOOK 4150 PG. 1679  
LOT 10, THE LAKES  
MB 13 PG 83-84

PARCEL ID: 0967010090  
OWNER: JENNIFER DEDEO  
ADDRESS: 1623 NATALIE RD  
OR: BOOK 3296 PG. 1  
LOT 9, THE LAKES  
MB 13 PG 83-84

APPROXIMATE LOCATION OF THE TOP OF BANK OF AN EXISTING POND

**ABBREVIATION TABLE**

- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PID PARCEL IDENTIFICATION NUMBER
- DE DRAINAGE EASEMENT
- FND FOUND
- MB MAP BOOK

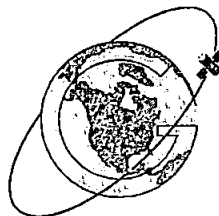
NOTE: THE BEARINGS AND COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS DERIVED BY REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM ("RTK GPS") SURVEY METHODS USING THE PUBLIC FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK ("FPRN").

Russell D. Flint, Florida PSM #7324 Not Valid Without The Signature And Original Raised Seal Of A Florida Licensed Surveyor & Mapper

## GEOMATICS CORP.

SURVEYING—MAPPING—GPS  
2804 N. FIFTH STREET, UNIT 101  
ST AUGUSTINE, FL 32084 PHONE (804)  
824-3088 FAX (804) 824-5753

LICENSED BUSINESS  
GEORGIA #039 FLORIDA #070 SOUTH CAROLINA #3567  
ALABAMA #704 NORTH CAROLINA COA #3752



PROJECT NO: 20-3171	
SURVEY DATE: 03/26/2021	
CHECKED BY: RDF	
DRAWN BY: RDF	
FIELD WORK: ALL	
FB: N/A	PG.: N/A
PAGE: 1	OF 2

## HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS ("Agreement") entered into this 10<sup>th</sup> day of August, 2021, by

Jennifer Dedeo, now known as Jennifer Lagasse ("Grantor") whose address is 917 Delcie Dr., St. Augustine, FL 32086, in favor of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Grantee") whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

### RECITALS:

**WHEREAS**, as a condition of the Grant of Easement from Grantor to the Grantee, to further insulate the Grantor and the Grantee from any liability (administrative, legal, equitable or otherwise) for any negligent or intentional act or omission caused or directed by, which is related to, and/or associated with granting this Grant of Easement; and

**WHEREAS**, this Agreement pertains only to the property described in Exhibit "A" attached hereto and made a part hereof and confers no rights upon any other property as stipulated by Florida Statute.

**NOW THEREFORE**, in consideration of being granted the above referenced Grant of Easement, does hereby agree as follows:

Section 1. **Findings.** The above Recitals are incorporated by reference in to the body of this Agreement, and such Recitals are acknowledged as Findings of Fact.

Section 2. **Definitions.** Construction – any improvements made to the land.

Section 3. **Duration of Agreement.** Agreement is to run with the land as described herein, to all subsequent heirs, successors, legal representatives, and assigns.

Section 4. **Intent of County with Respect to utilization of the easement.** With respect to Grantor utilization of the easement described herein, it is the intent of the Grantee to ensure that the pond area of the easement will be inspected periodically, maintained, and repaired, as the need arises by the Grantee. In addition, Grantor will hold the Grantee harmless, thereafter indemnifying the Grantee from any third party, known or unknown at the time of this Agreement.

Section 5. **Indemnification.** The Grantor and Grantee shall indemnify, defend, and hold each other harmless from, and against, all claims to the full extent permitted by law (including contractual, and injunctive), losses (including property, personal and/or real and bodily injury), costs (including attorney's fees), suites, administrative actions, arbitration, originating from, incident to, connected with, or growing out of the County's authorization for Applicant to the County accepting the Grant of Easement. The Grantee's obligations under this section shall be subject to, and within the limitations set forth in, Section 768.28, Florida Statutes, and shall not be interpreted as a waiver of Grantee's sovereign immunity or of consent by Grantee to be sued by a third party.

Section 6. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 7. **Amendments to this Agreement.** Both the Grantor and the Grantee acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the Grantor, and Grantee acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the Grantor, and Grantee.

Section 8. **Governing Law Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first written above.

Signed and sealed in our

Presence as Witnesses:

[Signature]

Print Name: Paul Kelly

[Signature]

Print Name: Aaron Miller

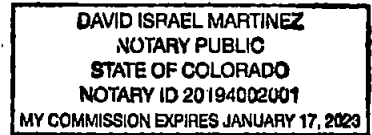
Grantor:

[Signature]

Jennifer Lagasse

STATE OF COLORADO

COUNTY OF DENVER



The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of August, 2021, by Jennifer Lagasse

[Signature]

Personally Known or Produced Identification

Type of Identification Produced AZ DL

Notary Public

My Commission Expires: 01-17-2023

Signed and sealed in our Presence as Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Grantee: St. Johns County, a political subdivision of State of Florida

\_\_\_\_\_  
Hunter S. Conrad  
County Administrator

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_.

Personally Known or Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### DRAINAGE EASEMENT DESCRIPTION DE-38:

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 9 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3296, PG 1, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE WESTERLY 30 FEET OF SAID LOT 9, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

### DRAINAGE EASEMENT DESCRIPTION DE-39:

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 9 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3296, PG 1, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 9, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 9, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 9, 36.32 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 33°28'35" E, MORE OR LESS ALONG SAID TOP OF BANK OF SAID EXISTING POND, 102.85 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 9; THENCE S 70°02'29" W ALONG SAID SOUTH LINE AND TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION, 60.36 FEET; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,834 SQUARE FEET, MORE OR LESS.

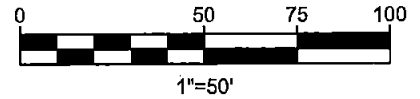
THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

# SKETCH AND DESCRIPTION SHOWING A DRAINAGE EASEMENT: DE-38 & 39

NOTE: THIS IS NOT A BOUNDARY SURVEY



**GRAPHIC SCALE**

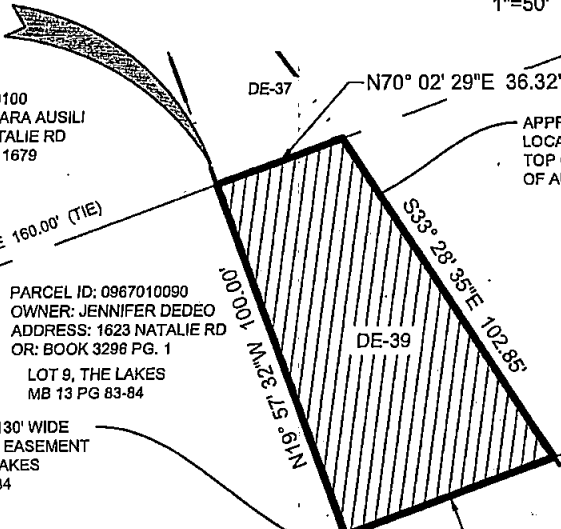


POINT OF COMMENCEMENT OF DE-39, & POINT OF BEGINNING OF DE-38, AT THE INTERSECTION OF SOUTH HOLMES BLVD AND THE NORTHWEST CORNER OF LOT 9, THE LAKES, MB 13 PG 83-84.

POINT OF BEGINNING DE-39

PARCEL ID: 0967010100  
OWNER: JASON & TARA AUSILI  
ADDRESS: 1617 NATALIE RD  
OR: BOOK 4160 PG. 1679

APPROXIMATE LOCATION OF THE TOP OF BANK OF AN EXISTING POND



PARCEL ID: 0967010090  
OWNER: JENNIFER DEDEO  
ADDRESS: 1623 NATALIE RD  
OR: BOOK 3298 PG. 1  
LOT 9, THE LAKES  
MB 13 PG 83-84

EXISTING 130' WIDE DRAINAGE EASEMENT PER THE LAKES MB 13 PG 84

PARCEL ID: 0967010080  
OWNER: GARY A. FOX  
ADDRESS: 1629 NATALIE RD  
OR: BOOK 503 PG. 126  
LOT 8, THE LAKES  
MB 13 PG 83-84

DE-41

**ABBREVIATION TABLE**

- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PID PARCEL IDENTIFICATION NUMBER
- DE DRAINAGE EASEMENT
- FND FOUND
- MB MAP BOOK

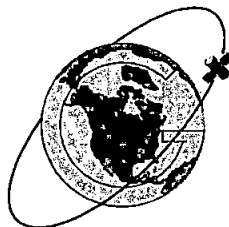
NOTE: THE BEARINGS AND COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS DERIVED BY REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM ("RTK GPS") SURVEY METHODS USING THE PUBLIC FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK ("FPRN").

Russell D. Flint, Florida PSM #7324 Not Valid Without The Signature And Original Raised Seal Of A Florida Licensed Surveyor & Mapper

## GEOMATICS CORP.

SURVEYING—MAPPING—GPS.  
2804 N. FIFTH STREET, UNIT 101  
ST AUGUSTINE, FL 32084 PHONE (904)  
824-3086 FAX (904) 824-5753

LICENSED BUSINESS  
GEORGIA #939 FLORIDA #6979 SOUTH CAROLINA #3387  
ALABAMA #704 NORTH CAROLINA CUA #5762



PROJECT NO: 20-3171
SURVEY DATE: 03/26/2021
CHECKED BY: RDF
DRAWN BY: RDF
FIELD WORK: ALL
FB: N/A PG.: N/A
PAGE: 1 OF 2

## HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS ("Agreement") entered into this 16 day of August, 2021, by Nellie Ott and Thomas L. Farris ("Grantor") whose address is 1659 Natalie Rd., St. Augustine, FL 32084, in favor of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Grantee") whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

### RECITALS:

**WHEREAS**, as a condition of the Grant of Easement from Grantor to the Grantee, to further insulate the Grantor and the Grantee from any liability (administrative, legal, equitable or otherwise) for any negligent or intentional act or omission caused or directed by, which is related to, and/or associated with granting this Grant of Easement; and

**WHEREAS**, this Agreement pertains only to the property described in Exhibit "A" attached hereto and made a part hereof and confers no rights upon any other property as stipulated by Florida Statute.

**NOW THEREFORE**, in consideration of being granted the above referenced Grant of Easement, does hereby agree as follows:

Section 1. **Findings.** The above Recitals are incorporated by reference in to the body of this Agreement, and such Recitals are acknowledged as Findings of Fact.

Section 2. **Definitions.** Construction – any improvements made to the land.

Section 3. **Duration of Agreement.** Agreement is to run with the land as described herein, to all subsequent heirs, successors, legal representatives, and assigns.

Section 4. **Intent of County with Respect to utilization of the easement.** With respect to Grantor utilization of the easement described herein, it is the intent of the Grantee to ensure that the pond area of the easement will be inspected periodically, maintained, and repaired, as the need arises by the Grantee. In addition, Grantor will hold the Grantee harmless, thereafter indemnifying the Grantee from any third party, known or unknown at the time of this Agreement.

Section 5. **Indemnification.** The Grantor and Grantee shall indemnify, defend, and hold each other harmless from, and against, all claims to the full extent permitted by law (including contractual, and injunctive), losses (including property, personal and/or real and bodily injury), costs (including attorney's fees), suites, administrative actions, arbitration, originating from, incident to, connected with, or growing out of the County's authorization for Applicant to the County accepting the Grant of Easement. The Grantee's obligations under this section shall be subject to, and within the limitations set forth in, Section 768.28, Florida Statutes, and shall not be interpreted as a waiver of Grantee's sovereign immunity or of consent by Grantee to be sued by a third party.

Section 6. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 7. **Amendments to this Agreement.** Both the Grantor and the Grantee acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the Grantor, and Grantee acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the Grantor, and Grantee.

Section 8. **Governing Law Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first written above.

Signed and sealed in our

Grantor:

Presence as Witnesses:

Nellie Ott  
Nellie Ott

Michael White  
Print Name: Michael White


Jay Farris  
Print Name: JAY FARRIS

Thomas L. Farris  
Thomas L. Farris

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16 day of August, 2021, by Nellie Ott and Thomas L. Farris.

Personally Known or Produced Identification  
Type of Identification Produced \_\_\_\_\_

Billie Farris  
Notary Public  
My Commission Expires: 9-21-2023  


Signed and sealed in our  
Presence as Witnesses:

Grantee: St. Johns County, a political subdivision  
of State of Florida

\_\_\_\_\_  
\_\_\_\_\_

Hunter S. Conrad  
County Administrator

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_.

Personally Known or Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

**PIN: 096701-0030**

### DRAINAGE EASEMENT DESCRIPTION DE-50:

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 3 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE WESTERLY 30 FEET OF SAID LOT 3, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

### DRAINAGE EASEMENT DESCRIPTION DE-51:

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 3 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 3, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 3, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 3, 70.05 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 19°57'31" E, MORE OR LESS ALONG SAID TOP OF BANK OF SAID EXISTING POND 100.00 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 3; THENCE S 70°02'29" W ALONG SAID SOUTH LINE AND TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION, 70.04 FEET; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,005 SQUARE FEET, MORE OR LESS.

THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.



## HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by Abraham Lincoln Nelson, Jr. and Lisa Mitchell Nelson ("Grantor") whose address is 1653 Natalie Rd., St. Augustine, FL 32084, in favor of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Grantee") whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

### RECITALS:

**WHEREAS**, as a condition of the Grant of Easement from Grantor to the Grantee, to further insulate the Grantor and the Grantee from any liability (administrative, legal, equitable or otherwise) for any negligent or intentional act or omission caused or directed by, which is related to, and/or associated with granting this Grant of Easement; and

**WHEREAS**, this Agreement pertains only to the property described in Exhibit "A" attached hereto and made a part hereof and confers no rights upon any other property as stipulated by Florida Statute.

**NOW THEREFORE**, in consideration of being granted the above referenced Grant of Easement, does hereby agree as follows:

Section 1. **Findings.** The above Recitals are incorporated by reference in to the body of this Agreement, and such Recitals are acknowledged as Findings of Fact.

Section 2. **Definitions.** Construction – any improvements made to the land.

Section 3. **Duration of Agreement.** Agreement is to run with the land as described herein, to all subsequent heirs, successors, legal representatives, and assigns.

Section 4. **Intent of County with Respect to utilization of the easement.** With respect to Grantor utilization of the easement described herein, it is the intent of the Grantee to ensure that the pond area of the easement will be inspected periodically, maintained, and repaired, as the need arises by the Grantee. In addition, Grantor will hold the Grantee harmless, thereafter indemnifying the Grantee from any third party, known or unknown at the time of this Agreement.

Section 5. **Indemnification.** The Grantor and Grantee shall indemnify, defend, and hold each other harmless from, and against, all claims to the full extent permitted by law (including contractual, and injunctive), losses (including property, personal and/or real and bodily injury), costs (including attorney's fees), suites, administrative actions, arbitration, originating from, incident to, connected with, or growing out of the County's authorization for Applicant to the County accepting the Grant of Easement. The Grantee's obligations under this section shall be subject to, and within the limitations set forth in, Section 768.28, Florida Statutes, and shall not be interpreted as a waiver of Grantee's sovereign immunity or of consent by Grantee to be sued by a third party.

Section 6. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 7. **Amendments to this Agreement.** Both the Grantor and the Grantee acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the Grantor, and Grantee acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the Grantor, and Grantee.

Section 8. **Governing Law Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first written above.

Signed and sealed in our

Presence as Witnesses:

Thomas Mashburn

Print Name: Thomas Mashburn

Valerie H. Pacetti

Print Name: Valerie H. Pacetti

Grantor:

Abraham Lincoln Nelson, Jr.

Abraham Lincoln Nelson, Jr.

Lisa Mitchell Nelson

Lisa Mitchell Nelson

STATE OF Florida

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26<sup>th</sup> day of August, 2021, by Abraham Lincoln Nelson, Jr. and Lisa Mitchell Nelson.

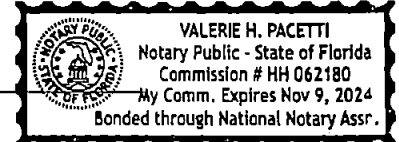
Valerie H. Pacetti

Personally Known or Produced Identification

Type of Identification Produced \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_



Signed and sealed in our

Presence as Witnesses:

\_\_\_\_\_

\_\_\_\_\_

Grantee: St. Johns County, a political subdivision of State of Florida

\_\_\_\_\_

Hunter S. Conrad  
County Administrator

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_.

Personally Known or Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_

Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### DRAINAGE EASEMENT DESCRIPTION DE-48:

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 4 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4177, PG 1795, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE WESTERLY 30 FEET OF SAID LOT 4, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

### DRAINAGE EASEMENT DESCRIPTION DE-49:

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 4 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4177, PG 1795, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 4, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 4, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 4, 70.05 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 19°57'31" E, MORE OR LESS ALONG SAID TOP OF BANK OF SAID EXISTING POND 100.00 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 4; THENCE S 70°02'29" W ALONG SAID SOUTH LINE AND TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION, 70.05 FEET; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,005 SQUARE FEET, MORE OR LESS.

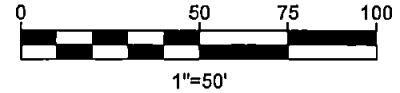
THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

# SKETCH AND DESCRIPTION SHOWING A DRAINAGE EASEMENT: DE- 48 & 49

NOTE: THIS IS NOT A BOUNDARY SURVEY



**GRAPHIC SCALE**



POINT OF COMMENCEMENT OF DE-49, & POINT OF BEGINNING OF DE-48, AT THE INTERSECTION OF SOUTH HOLMES BLVD AND THE NORTHWEST CORNER OF LOT 4, THE LAKES, MB 13 PG 83-84.

POINT OF BEGINNING DE-49

PARCEL ID: 0967010050  
OWNER: FRANCES FOLAND  
ADDRESS: 1647 NATALIE RD  
OR: BOOK 1234 PG. 1929

PARCEL ID: 0967010040  
OWNER: NELSON ABRAHAM L JR  
LISA MITCHELL  
ADDRESS: 1653 NATALIE RD  
OR: BOOK 4177 PG. 1795

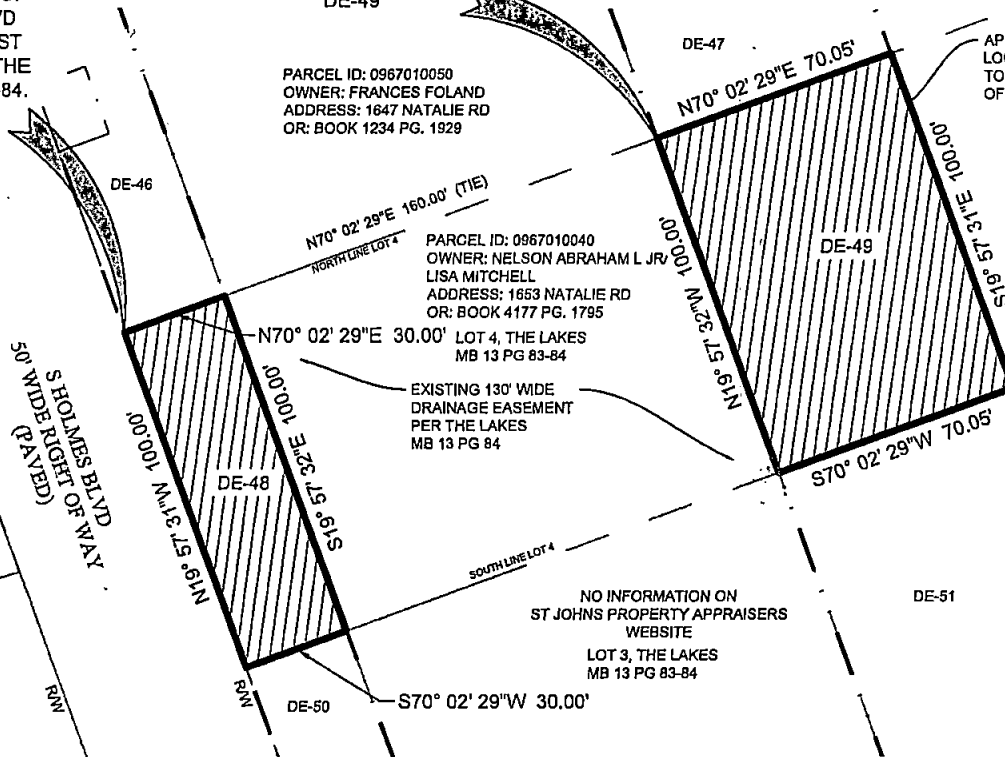
LOT 4, THE LAKES  
MB 13 PG 83-84

EXISTING 130' WIDE DRAINAGE EASEMENT PER THE LAKES MB 13 PG 84

NO INFORMATION ON ST JOHNS PROPERTY APPRAISERS WEBSITE

LOT 3, THE LAKES  
MB 13 PG 83-84

APPROXIMATE LOCATION OF THE TOP OF BANK OF AN EXISTING POND



**ABBREVIATION TABLE**

- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PID PARCEL IDENTIFICATION NUMBER
- DE DRAINAGE EASEMENT
- FND FOUND
- MB MAP BOOK

NOTE: THE BEARINGS AND COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS DERIVED BY REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM ("RTK GPS") SURVEY METHODS USING THE PUBLIC FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK ("FPRN").

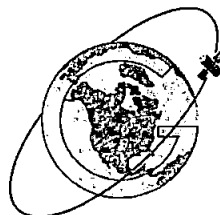
Russell D. Flint, Florida PSM #7324 Not Valid Without The Signature And Original Raised Seal Of A Florida Licensed Surveyor & Mapper

## GEOMATICS CORP.

SURVEYING—MAPPING—GPS

2804 N. FIFTH STREET, UNIT 101  
ST AUGUSTINE, FL 32084 PHONE (904)  
824-3086 FAX (904) 624-5753

LICENSED BUSINESS  
GEORGIA #253 FLORIDA #9770 SOUTH CAROLINA #3387  
ALABAMA #794 NORTH CAROLINA COA #3752



PROJECT NO: 20-3171

SURVEY DATE: 03/26/2021

CHECKED BY: RDF

DRAWN BY: RDF

FIELD WORK: ALL

FB: N/A

PG.: N/A

PAGE: 1 OF 2

## HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS ("Agreement") entered into this 28 day of July, 2021, by Gregory Clifton ("Grantor") whose address is 2500 Formosa Ave., Orlando, FL 32804, in favor of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Grantee") whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

### RECITALS:

**WHEREAS**, as a condition of the Grant of Easement from Grantor to the Grantee, to further insulate the Grantor and the Grantee from any liability (administrative, legal, equitable or otherwise) for any negligent or intentional act or omission caused or directed by, which is related to, and/or associated with granting this Grant of Easement; and

**WHEREAS**, this Agreement pertains only to the property described in Exhibit "A" attached hereto and made a part hereof and confers no rights upon any other property as stipulated by Florida Statute.

**NOW THEREFORE**, in consideration of being granted the above referenced Grant of Easement, does hereby agree as follows:

Section 1. **Findings.** The above Recitals are incorporated by reference in to the body of this Agreement, and such Recitals are acknowledged as Findings of Fact.

Section 2. **Definitions.** Construction – any improvements made to the land.

Section 3. **Duration of Agreement.** Agreement is to run with the land as described herein, to all subsequent heirs, successors, legal representatives, and assigns.

Section 4. **Intent of County with Respect to utilization of the easement.** With respect to Grantor utilization of the easement described herein, it is the intent of the Grantee to ensure that the pond area of the easement will be inspected periodically, maintained, and repaired, as the need arises by the Grantee. In addition, Grantor will hold the Grantee harmless, thereafter indemnifying the Grantee from any third party, known or unknown at the time of this Agreement.

Section 5. **Indemnification.** The Grantor and Grantee shall indemnify, defend, and hold each other harmless from, and against, all claims to the full extent permitted by law (including contractual, and injunctive), losses (including property, personal and/or real and bodily injury), costs (including attorney's fees), suites, administrative actions, arbitration, originating from, incident to, connected with, or growing out of the County's authorization for Applicant to the County accepting the Grant of Easement. The Grantee's obligations under this section shall be subject to, and within the limitations set forth in, Section 768.28, Florida Statutes, and shall not be interpreted as a waiver of Grantee's sovereign immunity or of consent by Grantee to be sued by a third party.

Section 6. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof; shall be severable, and the remaining portions of this Agreement, and all thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 7. **Amendments to this Agreement.** Both the Grantor and the Grantee acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the Grantor, and Grantee acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the Grantor, and Grantee.

Section 8. **Governing Law Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first written above.

Signed and sealed in our

Grantor:

Presence as Witnesses:

Ronald Lee Johnson

Gregory Clifton

Print Name: RONALD LEE JOHNSON

[Signature]

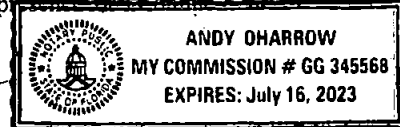
Print Name: FATHA FATHMA

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of a physical presence or  physical presence and  online notarization, this 28 day of July, 2021, by Gregory Clifton.

[Signature]



Personally Known or Produced Identification

Notary Public

Type of Identification Produced FL issue DL

My Commission Expires: 07-16-2023

Signed and sealed in our

Grantee: St. Johns County, a political subdivision of State of Florida

Presence as Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Hunter S. Conrad  
County Administrator

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_.

Personally Known or Produced Identification

Notary Public

Type of Identification Produced \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### DRAINAGE EASEMENT DESCRIPTION DE-54:

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 2 OF WRIGHT ESTATES, AS RECORDED IN MAP BOOK 55, PAGE 57-58, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3510, PG 58, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE WESTERLY 30 FEET OF SAID LOT 2, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 1,800 SQUARE FEET, MORE OR LESS.

### DRAINAGE EASEMENT DESCRIPTION DE-55:

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 2 OF THE WRIGHT ESTATES, AS RECORDED IN MAP BOOK 55, PAGE 57-58, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3510, PG 58, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 2, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 2, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 2, 65.04 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 5°21'48" E, MORE OR LESS ALONG SAID TOP OF BANK OF SAID EXISTING POND, 89.57 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 2; THENCE N 89°48'21" W ALONG SAID SOUTH LINE, 23.20 FEET TO A 308.25 FOOT RADIUS CURVE TO THE LEFT (CONCAVE SOUTHERLY); THENCE ALONG SAID CURVE AND SOUTH LOT LINE 21.78 FEET WITH AN INTERIOR ANGLE OF 4°02'52", WHICH CHORD BEARS S 88°09'31" W, A CHORD DISTANCE OF 21.77 FEET TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 71.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,334 SQUARE FEET, MORE OR LESS.

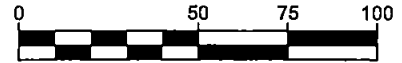
THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

# SKETCH AND DESCRIPTION SHOWING A DRAINAGE EASEMENT: DE- 54 & 55

**NOTE:** THIS IS NOT A BOUNDARY SURVEY



**GRAPHIC SCALE**



1"=50'

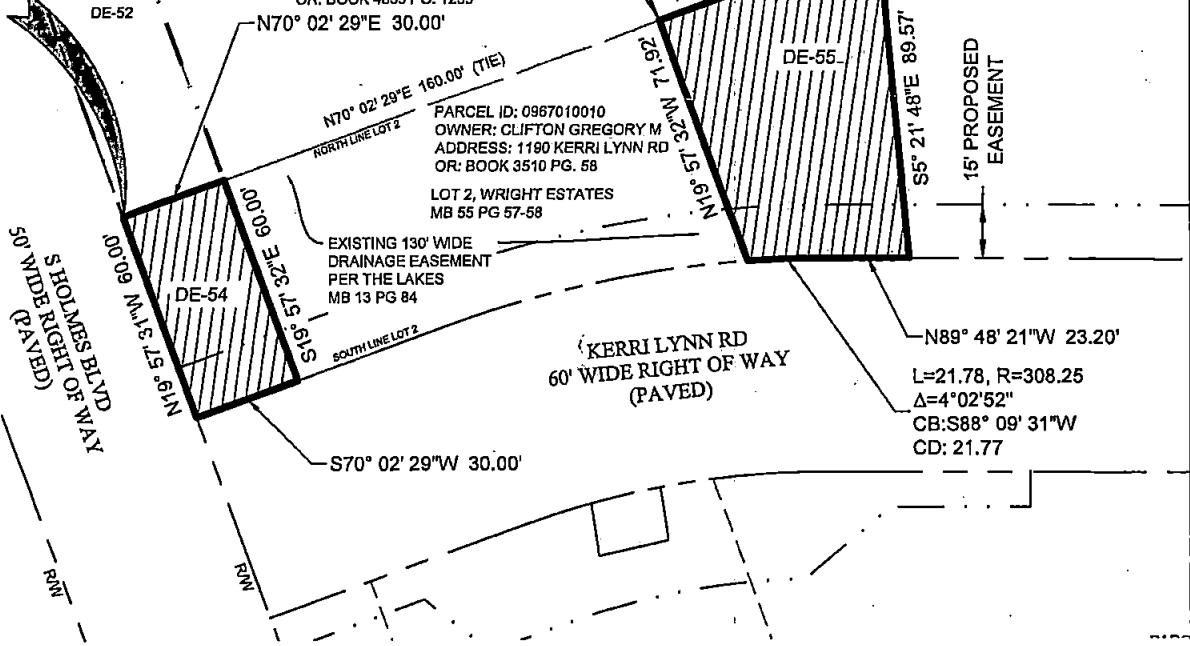
POINT OF COMMENCEMENT OF DE-55, & POINT OF BEGINNING OF DE-54, AT THE INTERSECTION OF SOUTH HOLMES BLVD AND THE NORTHWEST CORNER OF LOT 2, WRIGHT ESTATES, MB 55 PG 57-58.

POINT OF BEGINNING DE-55

PARCEL ID: 0967010020  
OWNER: ALLEN FAMILY TRUST  
WILLIAMS JL  
ADDRESS: 1665 NATALIE RD  
OR: BOOK 4859 PG. 1239

DE-53

APPROXIMATE LOCATION OF THE TOP OF BANK OF AN EXISTING POND



PARCEL ID: 0967010010  
OWNER: CLIFTON GREGORY M  
ADDRESS: 1190 KERRI LYNN RD  
OR: BOOK 3510 PG. 58  
LOT 2, WRIGHT ESTATES  
MB 55 PG 57-58

EXISTING 130' WIDE DRAINAGE EASEMENT PER THE LAKES MB 13 PG 84

KERRI LYNN RD  
60' WIDE RIGHT OF WAY (PAVED)

N89° 48' 21"W 23.20'  
L=21.78, R=308.25  
Δ=4°02'52"  
CB:S88° 09' 31"W  
CD: 21.77

**ABBREVIATION TABLE**

- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PID PARCEL IDENTIFICATION NUMBER
- DE DRAINAGE EASEMENT
- FND FOUND
- MB MAP BOOK

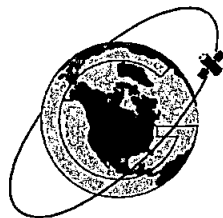
NOTE: THE BEARINGS AND COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS DERIVED BY REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM ("RTK GPS") SURVEY METHODS USING THE PUBLIC FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK ("FPRN").

Russell D. Flint, Florida PSM #7324 Not Valid Without The Signature And Original Raised Seal Of A Florida Licensed Surveyor & Mapper

## GEOMATICS CORP.

SURVEYING—MAPPING—GPS  
2804 N. FIFTH STREET, UNIT 101  
ST AUGUSTINE, FL 32084 PHONE (904)  
824-3088 FAX (904) 824-5753

LICENSED BUSINESS  
GEORGIA #059 FLORIDA #6070 SOUTH CAROLINA #5387  
ALABAMA #794 NORTH CAROLINA COA #3752



PROJECT NO: 20-3171

SURVEY DATE: 03/26/2021

CHECKED BY: RDF

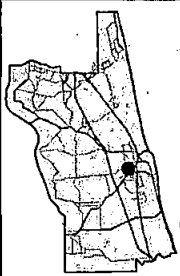
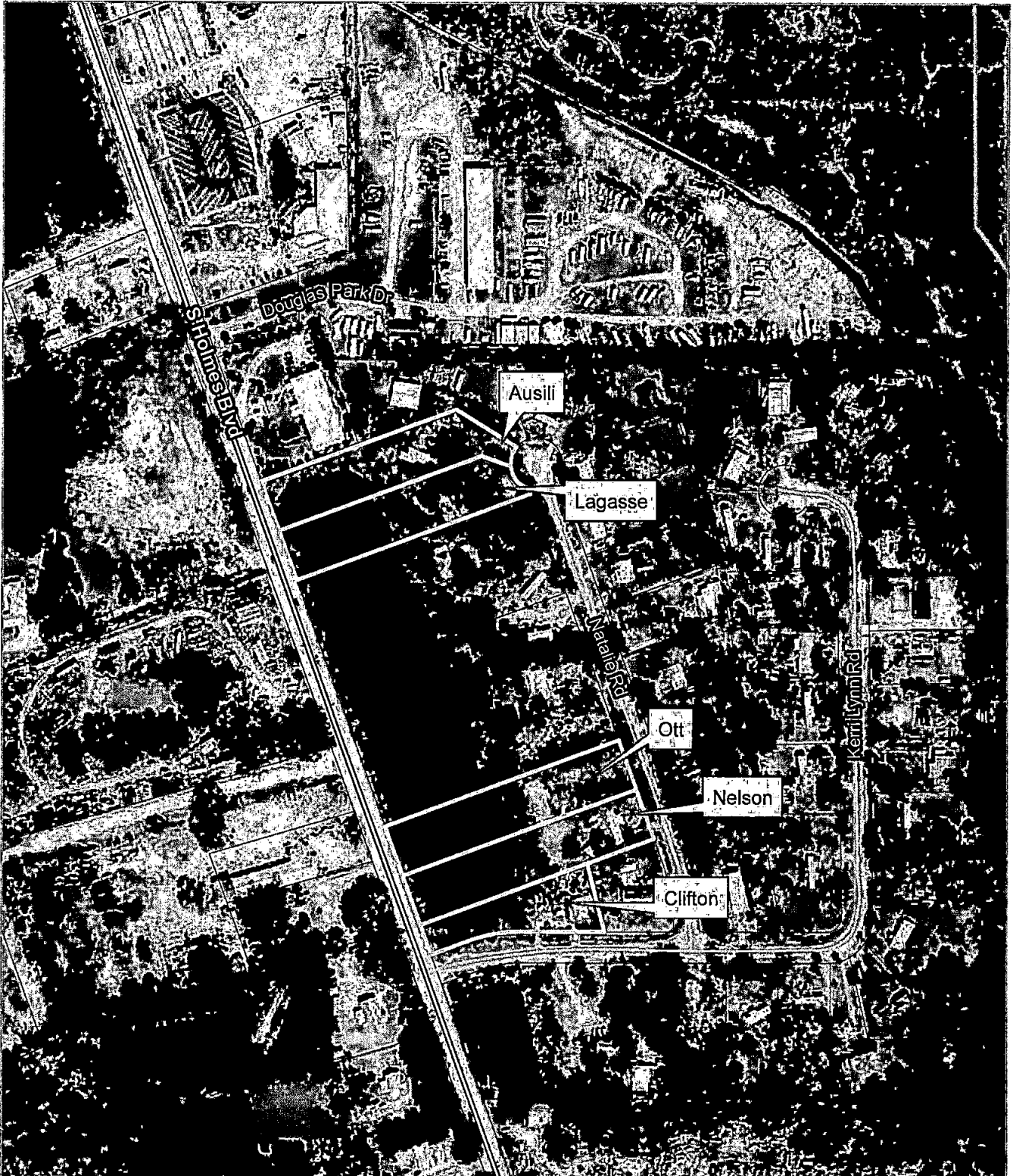
DRAWN BY: RDF


FIELD WORK: ALL

FB: N/A

PG.: N/A

PAGE: 1 OF 2



  
 Aerial Photography 2021  
 0 60 120 240  
 Feet  
 Date: 12/17/2021

**CDBG S Holmes Blvd  
 Drainage Project  
 The Lakes Subdivision**  
  
**5 Grant of Easements**

**Land Management  
 Systems  
 Real Estate  
 Division**  
 (904) 209-0782  
  
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.

