

RESOLUTION NO. 2022- 91 -

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE A HOLD HARMLESS AGREEMENT ON BEHALF OF THE COUNTY, AND ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FOR ACCESS TO CONSTRUCT ROADWAY IMPROVEMENTS ALONG HOLMES BOULEVARD.**

**RECITALS**

**WHEREAS**, a certain property owner has executed and presented to the County a Temporary Construction Easement and a Hold Harmless Agreement for access to construct roadway improvements along Holmes Boulevard, attached hereto as Exhibits "A" & "B", incorporated by reference and made a part hereof; and

**WHEREAS**, the Temporary Construction Easement and Hold Harmless Agreement are necessary for the County to construct roadway improvements along Holmes Boulevard; and

**WHEREAS**, it is in the best interest of the County to accept the Temporary Construction Easement and execute the Hold Harmless Agreement for the health, safety and welfare of its citizens.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby accept the Temporary Construction Easement and approve the terms and authorize the County Administrator to execute the Hold Harmless Agreement.

Section 3. To the extent that there are typographical, scrivener 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.

Section 4. The Clerk of the Circuit Court is instructed to record the original Temporary Construction Easement and Hold Harmless Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 5 day of April, 2022.

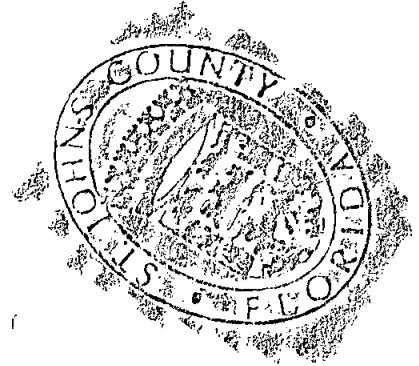
**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By: *Henry Dean*  
Henry Dean, Chair

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

*Robin L. Platt*  
Deputy Clerk

rendition Date APR 5 2022



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

Exhibit "A" to Resolution

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS EASEMENT** made this \_\_\_ day of \_\_\_\_\_, 2021, by and between Florida Memorial University Foundation, Inc., whose address is 15800 N. W. 42nd Ave., Miami Gardens, FL 33056, grantor and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

**WITNESSETH**, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property located in St. Johns County, Florida, described as follows:

A strip of land 15' in width lying westerly of Holmes Boulevard and northerly of County Road NO. 214 (West King Street) and lying immediately westerly of, adjacent to and parallel with those lands described more fully described as Parcel One in Special Warranty Deed recorded 6/14/2007 in Official Records Book 2933, page 1434 of the public records of St. Johns County, Florida.

It is understood and agreed by the parties hereto that the rights granted herein will terminate 12 months from the date of execution and acceptance of this easement.

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

Signed Sealed in Our  
Presence as Witnesses:

Grantor: Florida Memorial University  
Foundation, Inc.

(sign) AEdun

(print) Amanda Edun

(sign) Ethel Johnson

(print) ETHEL JOHNSON

Charles George  
Print Name: Charles George  
Print Title: Chairman

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of February, 2021 by Charles George, its Chairman.

Rachel E. Turner  
Notary Public  
My Commission Expires: May 15, 2024

Personally Known or Produced Identification  
Type of Identification Produced

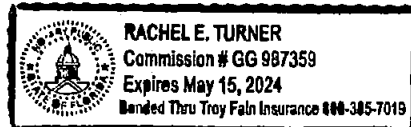


Exhibit "A"

A strip of land 15' in width lying westerly of Holmes Boulevard and northerly of County Road NO. 214 (West King Street) and lying immediately westerly of, adjacent to and parallel with those lands more fully described as Parcel One in Special Warranty Deed recorded 6/14/2007 in Official Records Book 2933, page 1434 of the public records of St. Johns County, Florida.

RS

## HOLD HARMLESS AGREEMENT

**THIS HOLD HARMLESS** ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Grantee") whose address is 500 San Sebastian View, St. Augustine, Florida 32084, in favor of Florida Memorial University Foundation, Inc., a Florida not for profit corporation ("Grantor") whose address is

### RECITALS:

**WHEREAS**, as a condition of the Temporary Construction Easement from Grantor to the Grantee, to further insulate the Grantor 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 Temporary Construction 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.

**NOW THEREFORE**, in consideration of being granted the above referenced Temporary Construction 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.** The easement will only be used during the effective period. Use of the easement area will cease upon expiration or termination of the easement, whichever shall occur first.

Section 5. **Indemnification.** The Grantee shall indemnify, defend, and hold Grantor 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 accepting the Temporary Construction 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.

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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 and any trial shall be nonjury.

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

Signed and sealed in our

Charles George  
Grantor: Florida Memorial University Foundation, Inc., a Florida not for profit corporation

Presence as Witnesses:

Printed Name: Charles George

Title: Chairman

A Edun  
Print Name: Amanda Edun

Ethel Johnson

Print Name: ETHEL JOHNSON

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

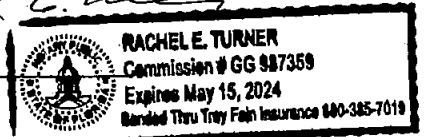
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of February, 2022, on behalf of Florida Memorial University Foundation, Inc., a Florida not for profit corporation by Charles George its Chairman.

Personally Known or Produced Identification

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

Notary Public Rachel E. Turner

My Commission Expires: May 15, 2024



Signed and sealed in our Presence as Witnesses:

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

Hunter S. Conrad

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202, by \_\_\_\_\_.

Personally Known or Produced Identification

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

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

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

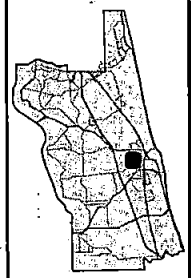
Exhibit "A"

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15 foot Temporary Construction Easement



Aerial Photography 2021  
 0 155 310 620  
 Feet  
 Date: 3/8/2022

Temporary Construction Easement  
 Florida Memorial University Foundation

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 hereon.

