

RESOLUTION NO. 2025- 53

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR TO EXECUTE A GRANT OF EASEMENT AND COVENANT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the St. Johns County School Board (“School Board”) has executed a Grant of Easement and Covenant, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, granting a non-exclusive perpetual easement to use, maintain, improve and/or repair stormwater pond and drainage facilities (“Joint Use Pond Facilities”); and

WHEREAS, in order to construct improvements at the intersection of State Road 16 and International Golf Parkway St. Johns County (“County”) must provide adequate drainage and stormwater facilities; and

WHEREAS, the Grant of Easement and Covenant from the School Board provides the County the required stormwater drainage areas and joint use of the School Board’s existing stormwater ponds to serve the construction of the intersection improvements.

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 approves the terms and authorizes the Chair to execute the Grant of Easement and Covenant on behalf of the County.

Section 3. The Clerk of the Court is instructed to record the original Grant of Easement and Covenant in the Public Records of St. Johns County, Florida.

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

PASSED AND ADOPTED by the Board of County Commissioners this 18th day of February, 2025.

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

Rendition Date FEB 18 2025

By: 
Krista Joseph, Chair

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


Deputy Clerk



Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084
Resolution 2020-23

GRANT OF EASEMENT AND COVENANT

THIS GRANT OF EASEMENT and covenants running with the land, ("Easement") made this 1st day of June, 2024, between the **SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**, a unit of local government charged with operating the public schools of St. Johns County, 40 Orange Street, St. Augustine, Florida 32084, hereinafter called the "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, hereinafter called the "Grantee."

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, a non-exclusive perpetual drainage easement with the right, privilege, and authority to said Grantee, its successor and assigns, to use, maintain, improve, and/or repair, either above or below the surface of the ground, stormwater pond and drainage facilities (the "Joint Use Pond Facilities"), on, along, over, through, across, or under the following described land situate in St. Johns County, Florida, subject to the parameters described in the obligations of the Grantor set forth below, to wit:

Property attached hereto as Exhibit "A," incorporated by reference and made a part hereof (the "Joint Use Pond Drainage Easement Area").

TOGETHER with the right to said Grantee its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

As further consideration for Grantee's consideration, Grantor hereby agrees to:

1. Cooperate with the Grantee in obtaining all necessary approvals and permits from the appropriate governmental agencies in connection with the Grantee's use of the drainage facilities.
2. Be responsible for the maintenance and repair of said Joint Use Pond Facilities and keep them in good condition and repair and in compliance with all applicable laws, rules, regulations, and ordinances, subject to the following:
 - a. If a party modifies or improves the Joint Use Pond facilities, said party shall pay for and be responsible for said modifications or improvements.
 - b. Any modifications or improvements required or caused by forces, entities, or circumstances outside of either party's control shall be paid by both parties on a pro-rata basis according to the ratio of actual usage of the Joint Pond Facilities to the total usage by any other user.

3. Allow the Grantee to construct modifications to the existing stormwater management system located within the Joint Use Pond Drainage Easement Area, as required to provide the stormwater treatment and attenuation for the widening of a 24-acre segment of State Road 16. These modifications may include, but are not limited to, stormwater pipe connections, pond control structure modification and/or replacement, and utility adjustments.
4. Maintain said stormwater pond in a condition so it will lawfully attenuate the stormwater runoff from all contributing drainage basins for the permitted design storm events so that the post-developed discharge rate is no greater than the pre-developed discharge rate.
5. Maintain said stormwater retention pond in a condition that does not violate any existing or proposed local, state, or federal permits.

Grantor may, at its sole expense, modify, reconfigure, or relocate the facilities or easement areas that are the subject of this Easement, provided that:

1. The plans for such modification, reconfiguration, or relocation are approved by the Grantee, which approval shall not be unreasonably withheld;
2. Grantor obtains, or coordinates with Grantee in obtaining, and all necessary approvals and permits from the appropriate governmental agencies in connection with the modification, reconfiguration, or relocation;
3. The minimum storm water treatment volumes set forth above are provided for and maintained in any proposed modification, reconfiguration, or relocation; and
4. In the event of any such modification, reconfiguration, or relocation of the easement areas, this Easement shall be amended to include the area of the modification, reconfiguration, or relocation.

The Grantor and Grantee covenant and agree that neither party shall knowingly discharge, through their use of the Joint Use Pond Facilities, into or through the Joint Use Pond Drainage Easement Area any hazardous or toxic material or substances, any pollutants, or any other substances or materials prohibited or regulated under a federal, state, or local law, ordinance, rule, regulation, or permit, except in accordance with such laws, ordinances, rules, regulations, and permits. Each party shall each make all reasonable efforts to notify the other regarding any known prohibited discharge into or within the Joint Use Pond Drainage Easement Area originating from any public right-of-way or any other property owned or controlled by the other party. Upon notification, the receiving party shall responsibly perform the necessary action to contain and eliminate the discharge as may be required by law, ordinance, rule, regulation, or permit. Any obligation of either party pertaining to a substance, material, or pollutant cleanup, regardless of whether violation of such laws, ordinances, rules, regulations or permits was known or unknown by the originating party, shall, once known, be performed and paid for in full by the originating party. In the event of a prohibited discharge into or within the Joint Use Pond Drainage Easements Area, either party may immediately cure the same and be reimbursed upon demand for reasonable cost thereof as appropriate. Nothing herein shall preclude the grantor or Grantee from seeking reimbursement or recovery from any third party identified as the source of the prohibited discharge.

The Grantor and Grantee further covenant and agree that neither shall be deemed, by having entered into this Easement, to have assumed any responsibility or liability for any act or omission of the other or to have acted or be acting as an employee, agent, or servant of the other. The Grantor agrees to maintain a reasonable amount of insurance, or a self-insurance program meeting the requirements of Florida law, that includes coverage for property damage, bodily injury, and death.

Nothing contained herein is intended to nor shall be construed to operate as a waiver on the part of either party of the limitation of liability set forth in section 768.28, Florida Statutes, or of the sovereign immunity of either party.

This Easement covenant and the obligations and rights set forth above are running with the land and shall be binding upon, and inure to the benefit and burden of the successors and assigns of the respective parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

Signed, sealed and delivered in the presence of:

GRANTOR:
SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, a unit of local government charged with operating the public schools of St. Johns County

Gina Fallica
Witness: Gina Fallica
(Name Printed or Typed)

BY: *[Signature]* SA 12-10-24
, Board Chair

PO Address: 40 Orange St
St Augustine, FL 32084

Judith Harney
Witness: Judith Harney
(Name Printed or Typed)

PO Address: 40 Orange St
St Augustine, FL 32084

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of December, 2024, by Anthony Colonna, as Chair for the SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, a unit of local government charged with operating the public schools of St. Johns County, who is authorized to act on behalf of the SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, and who is personally known to me or has produced _____ as identification.



Miriam Moore Testasecca
Notary Public
My Commission expires: 8/14/28

Signed, sealed and delivered in the presence of:

GRANTEE:
ST. JOHNS COUNTY, a political subdivision of the State of Florida

Witness: _____
(Name Printed or Typed)

By: _____, Chair

PO Address: _____

Witness: _____
(Name Printed or Typed)

PO Address: _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

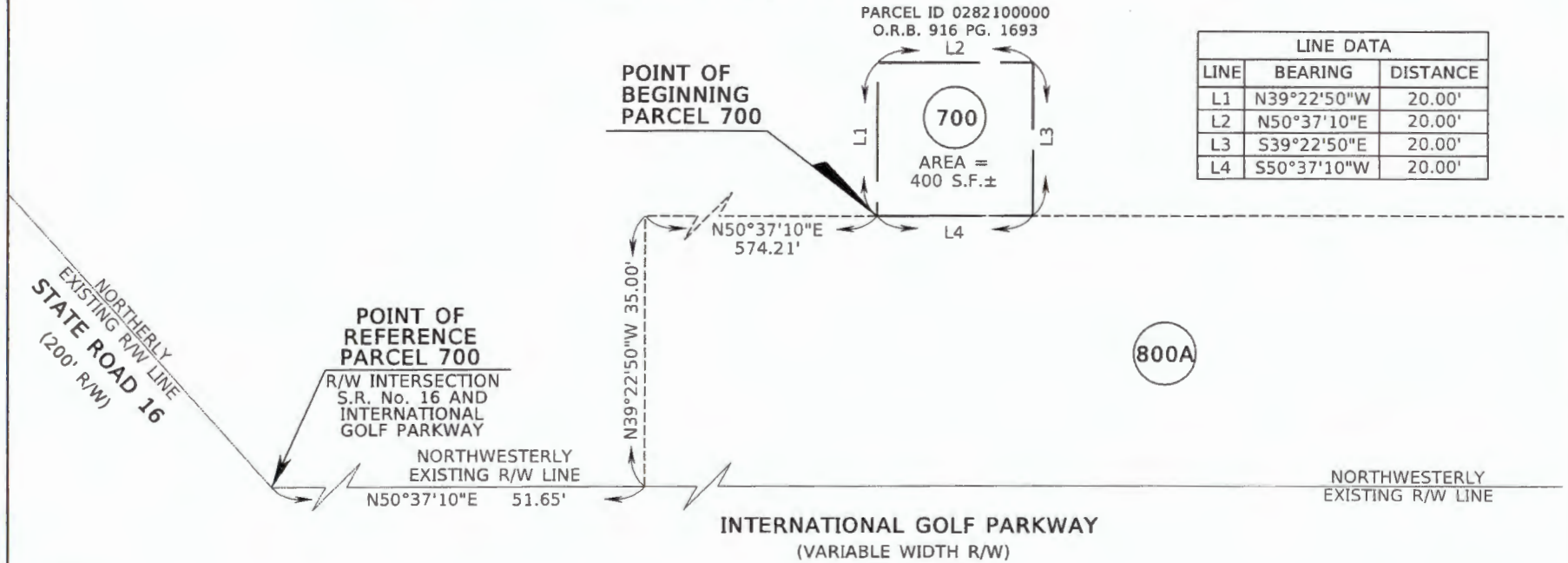
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as Chair of the Board of County Commissioners of St. Johns County, Florida, who is authorized to act on behalf of St. JOHNS COUNTY, a political subdivision of the State of Florida, and who is personally known to me or has produced _____ as identification.

Notary Public
My Commission expires: _____

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 916, PAGE 1693 OF THE PUBLIC RECORDS OF ST JOHNS COUNTY FLORIDA, LYING IN SUBSECTION 6 AND 7, SECTION 38. (ANTONIO HEURTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST JOHNS COUNTY FLORIDA, (SEE SHEET 2 FOR FULL LEGAL DESCRIPTION))

Exhibit "A"



LEGEND:

- Ⓢ BASELINE
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- RD. ROAD
- S.R. STATE ROAD
- S.F. SQUARE FEET
- ▭ PROPERTY LINE
- ± MORE OR LESS

GENERAL NOTES:

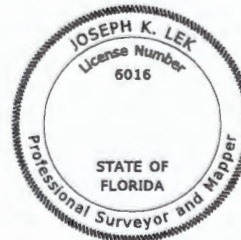
- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE BASELINE OF SURVEY OF INTERNATIONAL GOLF PARKWAY AS BEING NORTH 50°37'10" EAST.
- 3) REFER TO STATE ROAD 16 AT INTERNATIONAL GOLF PARKWAY R/W MAP SECTION 78060-2522.



SHEET 1 OF 2

ETM
Surveying & Mapping, Inc.
VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL. 32258
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No.: LB 3624



THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JOSEPH K. LEK, P.S.M. LS 6016 ON OCTOBER 21, 2024.

I HEREBY CERTIFY THAT THE INFORMATION HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Joseph K. Lek

JOSEPH K. LEK
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA No. LS 6016

SCALE: 1"=20'

DATE: OCTOBER 21, 2024

October 21, 2024
3720 International Golf Parkway
Parcel ID: 0282100000

Work Order No. 24-44700
File No. 130F-09.00(700)
Page 2 Of 2

Parcel 700

A Temporary Construction Easement For All Uses Related Or Ancillary To Completing State Road 16 At International Golf Parkway (The "Project") To Be Undertaken In The Right Of Way Adjacent Thereto As Well As Tying In And Harmonizing The Property And The Driveways, Walkways, Landscaping, And Other Features Thereon With The Project, In, Over, Under, Upon, And Through The Following Described Land In Duval County Florida To Wit:

A Portion Of Those Lands Described And Recorded In Official Records Book 916, Page 1693 Of The Public Records Of St Johns County Florida, Lying In Subsection 6 And 7, Section 38. (Antonio Heurtas Grant, Township 6 South, Range 28 East, St Johns County Florida, Being More Particularly Described As Follows:

For A **Point Of Reference**, Commence At The Intersection Of The Northerly Existing Right Of Way Line Of State Road 16, A 200 Foot Right Of Way As Presently Established, With The Northwesterly Right Of Line Of International Golf Parkway, A Variable Width Right Of Way As Presently Established; Thence Northeasterly Along Said Northwesterly Right Of Way Line Of International Golf Parkway North 50°37'10" East, A Distance Of 51.65 Feet; Thence North 39°22'50" West, A Distance Of 35.00 Feet; Thence North 50°37'10" East, A Distance Of 574.21 Feet, And To The **Point Of Beginning**.

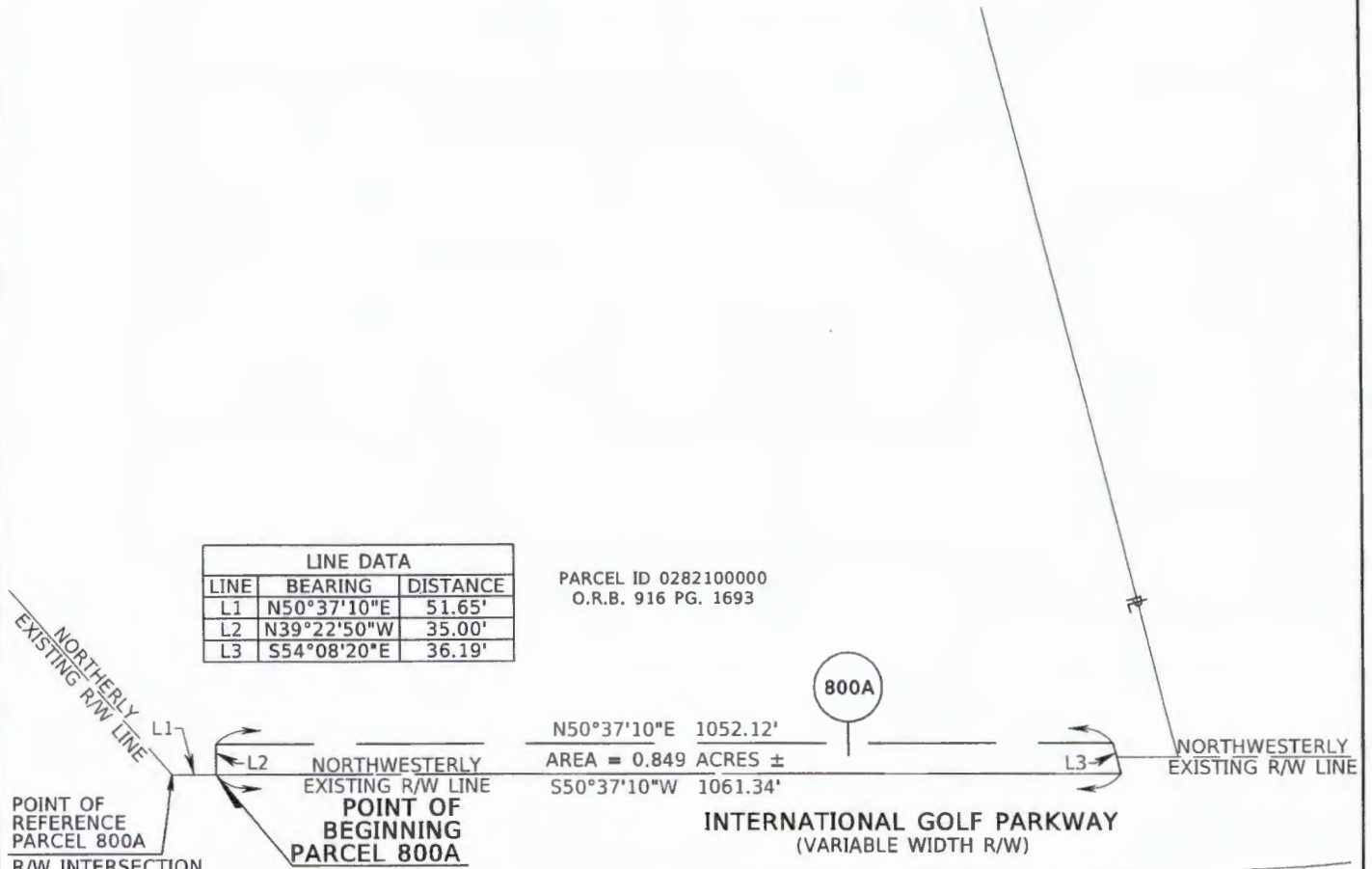
From Said **Point Of Beginning**, Thence North 39°22'50" West, A Distance Of 20.00 Feet; Thence North 50°37'10" East, A Distance Of 20.00 Feet; Thence South 39°22'50" East, A Distance Of 20.00 Feet; Thence South 50°37'10" West, A Distance Of 20.00 Feet, And To **The Point Of Beginning**.

Containing 400 Square Feet, More Or Less.

****This Temporary Construction Easement Shall Automatically Terminate****
Upon The Completion Of The Project But Not Later Than 60 Months From Recording

SKETCH TO ACCOMPANY DESCRIPTION OF

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THE PUBLIC RECORDS OF ST JOHNS COUNTY FLORIDA, LYING IN SUBSECTION 6 AND 7, SECTION 38.
(ANTONIO HEURTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST JOHNS COUNTY FLORIDA.
(SEE SHEET 2 FOR FULL LEGAL DESCRIPTION)



GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE BASELINE OF SURVEY OF INTERNATIONAL GOLF PARKWAY AS BEING NORTH 50°37'10" EAST.
- 3) REFER TO STATE ROAD 16 AT INTERNATIONAL GOLF PARKWAY R/W MAP SECTION 78060-2522.

LEGEND:

- BASELINE
- OFFICIAL RECORDS BOOK
- PAGE
- RIGHT OF WAY
- ROAD
- STATE ROAD
- PROPERTY LINE
- MORE OR LESS

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I HEREBY CERTIFY THAT THE INFORMATION HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

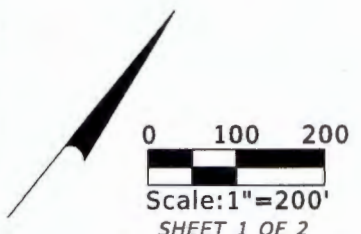


Joseph K. Lek

JOSEPH K. LEK
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA No. LS 6016

SCALE: 1"=200'

DATE: SEPTEMBER 17, 2024



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14775 Old St. Augustine Road, Jacksonville, FL 32258
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No.: LB 3624

September 17, 2024
3720 International Golf Parkway
Parcel ID: 0282100000

Work Order No. 24-44700
File No. 130F-09.00(800A)
Page 2 Of 2

Parcel 800A

A Portion Of Those Lands Described And Recorded In Official Records Book 916, Page 1693 Of The Public Records Of St Johns County Florida, Lying In Subsection 6 And 7, Section 38. (Antonio Heurtas Grant, Township 6 South, Range 28 East, St Johns County Florida, Being More Particularly Described As Follows,

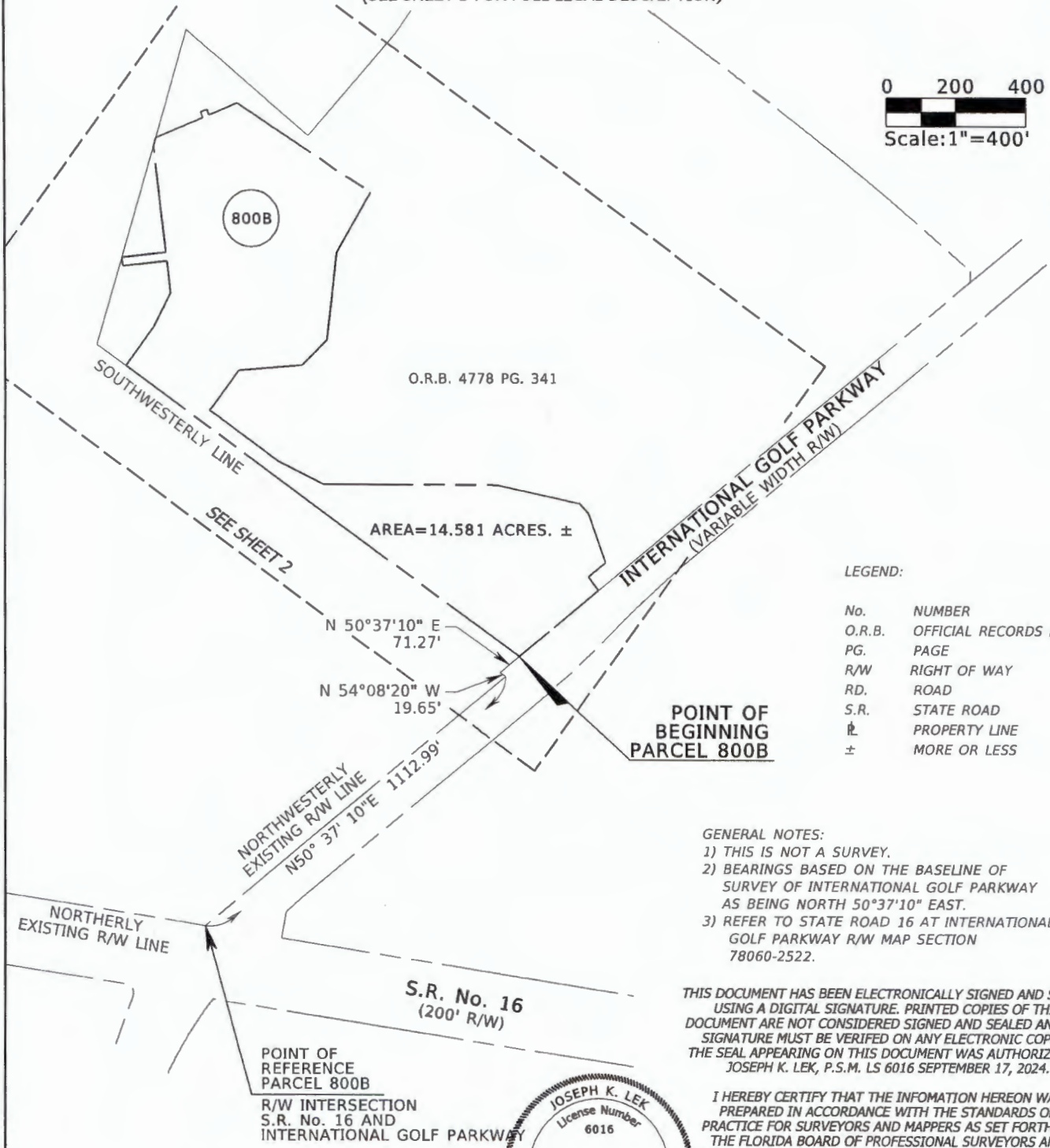
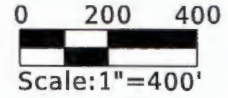
For A **Point Of Reference**, Commence At The Intersection Of The Northerly Existing Right Of Way Line Of State Road 16, A 200 Foot Right Of Way As Presently Established, With The Northwesterly Right Of Line Of International Golf Parkway, A Variable Width Right Of Way As Presently Established; Thence Northeasterly Along Said Northwesterly Right Of Way Line Of International Golf Parkway North 50°37'10" East, A Distance Of 51.65 Feet, And To The **Point Of Beginning**.

From Said **Point Of Beginning**, Thence North 39°22'50" West, A Distance Of 35.00 Feet; Thence North 50°37'10" East, A Distance Of 1052.12 Feet; Thence South 54°08'20" East, A Distance Of 36.19 Feet To Said Northwesterly Right Of Way Line Of International Golf Parkway; Thence South 50°37'10" West, A Distance Of 1061.34 Feet, And To **The Point Of Beginning**.

Containing 0.849 Acres, More Or Less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4778, PAGE 341 AND ALL OF THAT PARCEL DESCRIBED AS POND "A" IN OFFICIAL RECORDS BOOK 2650, PAGE 256, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY FLORIDA, LYING IN SUBSECTION 6 AND 7, SECTION 38.(ANTONIO HEURTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST JOHNS COUNTY FLORIDA,
(SEE SHEET 3 FOR FULL LEGAL DESCRIPTION)



LEGEND:

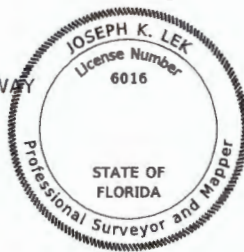
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
RD.	ROAD
S.R.	STATE ROAD
▬	PROPERTY LINE
±	MORE OR LESS

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE BASELINE OF SURVEY OF INTERNATIONAL GOLF PARKWAY AS BEING NORTH 50°37'10" EAST.
- 3) REFER TO STATE ROAD 16 AT INTERNATIONAL GOLF PARKWAY R/W MAP SECTION 78060-2522.

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JOSEPH K. LEK, P.S.M. LS 6016 SEPTEMBER 17, 2024.

I HEREBY CERTIFY THAT THE INFORMATION HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Joseph K. Lek

JOSEPH K. LEK
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA No. LS 6016

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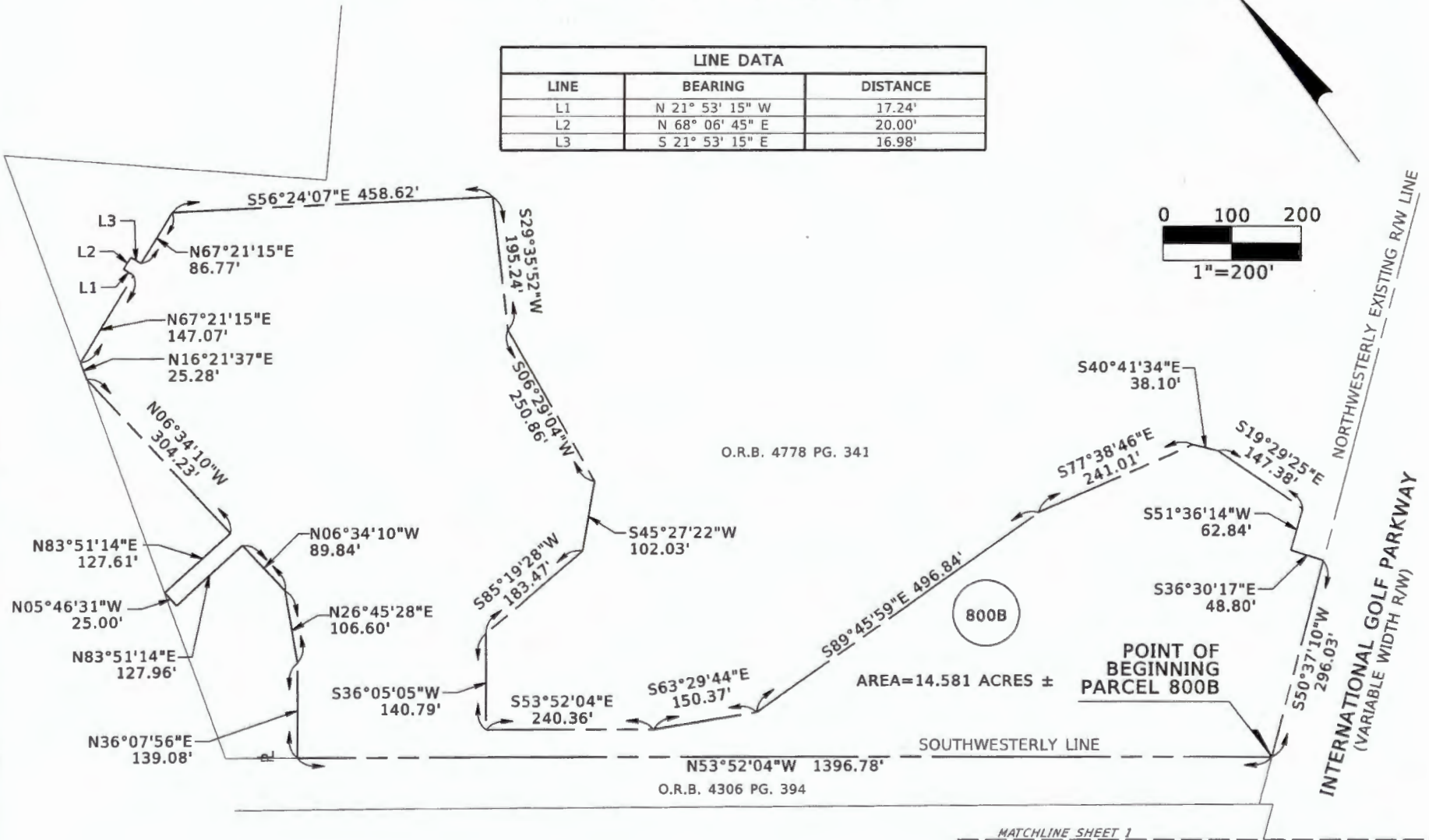
SCALE: 1"=400'

DATE: SEPTEMBER 17, 2024

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LINE DATA		
LINE	BEARING	DISTANCE
L1	N 21° 53' 15" W	17.24'
L2	N 68° 06' 45" E	20.00'
L3	S 21° 53' 15" E	16.98'



Parcel 800B

A Portion Of Those Lands Described And Recorded In Official Records Book 4778, Page 341 And All Of That Parcel Described As Pond "A" In Official Records Book 2650, Page 256, Of The Public Records Of St Johns County Florida, Lying In Subsection 6 And 7, Section 38. (Antonio Heurtas Grant, Township 6 South, Range 28 East, St Johns County Florida, Being More Particularly Described As Follows,

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From Said **Point Of Beginning**, Thence North 53°52'04" West, Along Said Southwesterly Line Of Those Lands Described And Recorded In Official Records Book 4778, Page 341, A Distance Of 1396.78 Feet; Thence North 36°07'56" East, A Distance Of 139.08 Feet; Thence North 26°45'28" East, A Distance Of 106.60 Feet; Thence North 6°34'10" West, A Distance Of 89.84 Feet; Thence South 83°51'14" West, A Distance Of 127.96 Feet; Thence North 5°46'31" West, A Distance Of 25.00 Feet; Thence North 83°51'14" East, A Distance Of 127.61 Feet; Thence North 6°34'10" West, A Distance Of 304.23 Feet, To The Westerly Line Of Said Official Records Book 4778, Page 341; Thence North 16°21'37" East, Along Said Westerly Line, A Distance Of 25.28 Feet; Thence North 67°21'15" East, A Distance Of 147.07 Feet; Thence North 21°53'15" West, A Distance Of 17.24 Feet; Thence North 68°06'45" East, A Distance Of 20.00 Feet; Thence South 21°53'15" East, A Distance Of 16.98 Feet; Thence North 67°21'15" East, A Distance Of 86.77 Feet; Thence South 56°24'07" East, A Distance Of 458.62 Feet; Thence South 29°35'52" West, A Distance Of 195.24 Feet; Thence South 06°29'04" West, A Distance Of 250.86 Feet; Thence South 45°27'22" West, A Distance Of 102.03 Feet; Thence South 85°19'28" West, A Distance Of 183.47 Feet; Thence South 36°05'05" West, A Distance Of 145.06 Feet; Thence South 53°52'04" East, A Distance Of 215.23 Feet; Thence South 63°29'44" East, A Distance Of 175.85 Feet; Thence South 89°45'59" East, A Distance Of 496.84 Feet; Thence South 77°38'46" East, A Distance Of 241.01 Feet; Thence South 40°41'34" East, A Distance Of 38.10 Feet; Thence South 19°29'25" East, A Distance Of 147.38 Feet; Thence South 51°36'14" West, A Distance Of 62.84 Feet; Thence South 36°30'17" East, A Distance Of 48.80 Feet To Said Northwesterly Right Of Way Line Of International Golf Parkway; Thence South 50°37'10" West, Along Said Northwesterly Right Of Way Line, A Distance Of 296.03 Feet To The **Point Of Beginning**.

Containing 14.581 Acres, More Or Less.



Joint Use Pond Easement Area

Temporary Construction Easement Area

Easement Area



2023 Aerial Imagery

Date: 1/24/2025

State Road 16 and International Golf Parkway Improvements

Grant of Easement and Covenant School Board



Land Management Systems

(904) 209-0790

Disclaimer:

This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Real Estate Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.