

RESOLUTION NO. 95-134

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A DRAINAGE AGREEMENT BETWEEN SJH PARTNERSHIP, LTD. AND ST. JOHNS COUNTY.

WHEREAS, SJH Partnership, Ltd., as owner and developer of the planned unit development known as Saint Johns, has conveyed to the County a site for a water treatment plant which will provide water and sewer service within the development; and

WHEREAS, operation of the water treatment plant requires a Drainage Agreement granting the County an easement for the discharge of surface water from the water treatment plant site.

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

Section 1. The above described Drainage Agreement, attached hereto as Exhibit A, incorporated by reference and made a part hereof, is hereby approved by the Board of County Commissioners of St. Johns County, Florida.

Section 2. The Clerk is instructed to record the Drainage Agreement in the official records of St. Johns County, Florida.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 8th day of August, 1995.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

By: Barbara Wood  
Its Chair

ATTEST: Carl "Bud" Markel, Clerk

BY: Yvonne Carter  
Deputy Clerk

## DRAINAGE AGREEMENT

THIS AGREEMENT by and between **SJH PARTNERSHIP, LTD.** ("SJH") and **ST. JOHNS COUNTY** ("County") is entered into on July 7, 1995.

In consideration of the mutual covenants contained in this instrument and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Background. SJH is the owner and developer of a mixed-use planned unit development known as Saint Johns and more particularly described in PUD Ordinance 91-36 as amended by PUD Ordinance 94-55 (the "Project"). The St. Johns River Water Management District (the "District") approved a master drainage system for the Project (the "Master Drainage System") under District's Management and Storage of Surface Waters Permit No. 4-109-0122M on October 11, 1994 (the "MSSW Permit"). Under the terms of the MSSW Permit the Master Drainage System will provide stormwater conveyance and storage necessary to meet all applicable requirements of the District for development parcels within the Project.

County has agreed to provide water and sewer service within the Project pursuant to the terms of the Saint Johns Water and Wastewater Utility Service Agreement dated January 24, 1995 (the "Utility Service Agreement"). Pursuant to the terms of the Utility Service Agreement SJH conveyed to County the real property described on the attached Exhibit A (the "Water Treatment Plant Site") by deed dated February 3, 1995 recorded in Official Records Book 1095 at page 1592. Under the terms of the Utility Service Agreement, County is to use the Water Treatment Plant Site as the site of a water treatment plant to provide potable water to serve the Project. This Agreement sets forth the terms and conditions upon which SJH has agreed to allow surface water from the Water Treatment Plant Site to be discharged into the Master Drainage System.

2. Discharge of Surface Water. Subject to the conditions and limitations in this Agreement, SJH hereby grants to County and its successors in title to the Water Treatment Plant Site, a non-exclusive perpetual easement to discharge surface water from the Water Treatment Plant Site into that portion of the Master Drainage System described as lake no. 332 on the Saint Johns Interchange Parcel Engineering Plans Sheets 1 through 30 dated August 15, 1994 with revisions to Sheet 7 dated August 26, 1994 and revisions to Sheets 25 and 26 dated August 23, 1994 approved under the MSSW Permit. SJH reserves the right to modify the Master Drainage System from time to time at its discretion provided that such modification meets all applicable regulatory requirements and does not adversely affect the conveyance of surface water from the Water Treatment Plant Site.

3. Conditions and Limitations. The easement for discharge of surface waters granted pursuant to section 2 of this Agreement shall be subject to the following conditions and limitations:

(a) The easement shall be for discharge of surface water only from the Water Treatment Plant Site developed in accordance with the final development plan approved by the Board of County Commissioners of St. Johns County on June 13, 1995 as amended from time to time with the consent of SJH which consent shall not be unreasonably withheld.

(b) No effluent or by-product of any kind from the County's operation of the water treatment plant or from any wastewater treatment plant shall be discharged by the County into the Master Drainage System from the Water Treatment Plant Site and no trash, garbage, yard clippings, oil, gasoline, solvent, other hydrocarbons, or pollutants of any sort shall be discharged into the Master Drainage System from the Water Treatment Plant Site.

(c) The County shall comply with all applicable federal, state, and local laws and regulations in effect now or in the future regulating water quality and discharge of regulated substances into surface or ground waters.

4. Enforcement. The parties shall have all remedies available at law or in equity to enforce the terms of this Agreement.

5. Binding Effect. The terms and conditions of this Drainage Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

**IN WITNESS WHEREOF** the parties have executed this instrument on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Barbara Ward  
Chairman

ATTEST:

CARL "BUD" MARKEL, Clerk of the  
Circuit Court and Ex-Officio Clerk  
of the Board of County Commissioners  
of St. Johns County, Florida

By: Juanne Carter  
Deputy Clerk

SJH PARTNERSHIP, LTD., a Florida limited partnership

WITNESS:

[Signature]  
M. Lynn Pappas

By: SJ Memphis, Ltd., a Florida limited partnership, its entity general partner

By: ~~St. Johns Harbour, Inc. a Florida corporation, its entity general partner~~


By: ~~\_\_\_\_\_~~  
President

STATE OF Florida )  
COUNTY OF St. Johns ) SS

The foregoing instrument was acknowledged before me this 7th day of July, 1995, by Louis Baioni, the President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.

M. Lynn Pappas  
(Print Name M. LYNN PAPPAS)  
NOTARY PUBLIC, State of Florida at Large  
Commission # \_\_\_\_\_

My Commission Expires:  
Personally Known X  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

 M. LYNN PAPPAS  
MY COMMISSION # CC 230225 EXPIRES  
October 5, 1996  
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF Florida }  
                                  }SS  
COUNTY OF St. Johns }

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 1995 by Barbara Ward, the Chairman of the Board of County Commissioners, St. Johns County, Florida, on behalf of the Commission.



YVONNE CARTER  
MY COMMISSION # CC 177554 EXPIRES  
February 3, 1996  
BONDED THRU TROY FAIN INSURANCE, INC.

Yvonne Carter  
(Print Name Yvonne Carter)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # cc 177554  
My Commission Expires:

Personally known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_  
\_\_\_\_\_

1900 CORPORATE SQUARE BLVD. / JACKSONVILLE, FLORIDA 32216 / (904) 721-3066

## UTILITY SITE

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE MOST SOUTHERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802, AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 53°13'38" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD AND ALONG THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 53°13'38" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1612.50 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 250.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 326.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°19'21" EAST AND A CHORD DISTANCE OF 304.04 FEET TO THE END OF SAID CURVE; THENCE SOUTH 38°31'50" EAST, A DISTANCE OF 199.57 FEET; THENCE NORTH 76°42'43" EAST, A DISTANCE OF 152.36 FEET; THENCE NORTH 01°08'50" EAST, A DISTANCE OF 123.80 FEET; THENCE NORTH 48°25'28" WEST, A DISTANCE OF 62.15 FEET; THENCE NORTH 40°56'47" WEST, A DISTANCE OF 133.59 FEET; THENCE NORTH 49°03'13" EAST, A DISTANCE OF 76.35 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 56.55 FEET; THENCE NORTH 29°04'10" EAST, A DISTANCE OF 57.20 FEET; THENCE SOUTH 55°57'46" EAST, A DISTANCE OF 205.76 FEET; THENCE NORTH 67°32'47" EAST, A DISTANCE OF 102.68 FEET; THENCE NORTH 43°30'26" EAST, A DISTANCE OF 101.44 FEET; THENCE SOUTH 46°29'34" EAST, A DISTANCE OF 53.33 FEET; THENCE SOUTH 36°46'22" WEST, A DISTANCE OF 715.10 FEET; THENCE SOUTH 53°13'38" EAST, A DISTANCE OF 831.56 FEET; THENCE NORTH 36°46'22" EAST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 53°13'38" EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 50°29'50" WEST ALONG A LINE PARALLEL WITH AND LYING 34.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 216.17 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED NOVEMBER 22, 1994, 5.97 ACRES MORE OR LESS.

EXHIBIT A

SRL01.130/88211.57