OF COUNTY THE BOARD RESOLUTION OF COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA DESCRIBING THE COUNTY'S GUANA BASIN STORMWATER DRAINAGE PROJECT; DECLARING AND FINDING THAT COUNTY EXPENDITURES OF PUBLIC FUNDS FOR THE DESIGN, CONSTRUCTION, IMPROVEMENT, OPERATION AND MAINTENANCE OF SUCH PROJECT SERVE A PARAMOUNT PUBLIC PURPOSE AND SUCH FUNDS MAY LAWFULLY BE USED FOR SUCH PURPOSES, ACCEPTING EASEMENT AGREEMENTS REQUIRED FOR DESCRIBED PROJECT AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. The Board of County Commissioners of St. Johns County, Florida hereby finds, determines and declares the following:

- A. The Guana Stormwater Basin (the "Guana Basin" or "Basin") as described in Exhibit A attached hereto is a stormwater drainage basin that encompasses approximately 3300 acres of land within St. Johns County, Florida.
- B. The basic natural and manmade stormwater drainage features of the Guana Basin provide stormwater drainage for over 2500 residential units and businesses within the Basin by collecting stormwater that falls within the Basin and generally directing the stormwater toward a meandering series of interconnecting north-south waterways located near the middle of the Basin which slowly move the water southward and eventually to the Intracoastal Waterway and the Atlantic Ocean.
- C. The acres of impervious surfaces created by years of development within the Guana Basin have significantly increased the amount of stormwater that fails to percolate into the soil but instead must be removed from the Basin by evaporation and by sheet or channel flow to the Intracoastal Waterway.
- D. As the stormwater within the Guana Basin moves to the interconnecting waterways it collects solids and dissolved substances that collectively and over time cause the waterways to become filled with muck, sand, dead vegetation and other solids and to become choked with undesirable plant growth that impedes the flow of water through the waterways and out of the Basin.
- E. The gradual filling of the waterways and the plant impediment of water flow within the waterways causes flooding within areas of the Guana Basin which will only get worse and will adversely impact more and more residences and businesses unless stormwater drainage improvements to the basic stormwater collection and

distribution features within the Basin are designed, performed, constructed, operated and maintained.

- F. The Florida Legislature in Chapter 373, Florida Statutes, has declared that it is a policy of the Florida Legislature:
 - 1. To provide for the management of water and related land resources;
 - 2. To promote the conservation, replenishment, recapture, enhancement, development, and proper utilization of surface and ground water;
 - 3. To develop and regulate dams, impoundments, reservoirs, and other works and to provide water storage for beneficial purposes;
 - 4. To prevent damage from floods, soil erosion, and excessive drainage; and
 - 5. To otherwise promote the health, safety, and general welfare of the people of this state.
- G. Section 125.01(1)(j), Florida Statutes, provides Counties with the power to establish and administer drainage programs and to cooperate with governmental agencies and private enterprises in the development and operation of such programs.
- H. It is necessary and appropriate that the County expend County funds and other public funds under its control to alleviate and prevent flooding within the Guana Basin by constructing, improving, operating and maintaining the Guana Basin Stormwater Drainage Project described in Exhibit A attached hereto (the "Project").
- I. Portions of the work and capital improvements for the construction, improvement, operation and maintenance of the Project will be on or will occur over privately owned lands and may directly benefit or enhance such lands. However, since the expenditure of County funds to design, construct, improve, operate and maintain the Project serves a paramount public purpose in protecting the property of thousands of County citizens and in reducing the public health risks attendant to severe flooding, any benefit to the owners of private lands improved as a part of the Project will only be incidental to the paramount purpose of protecting the publics' health and property.
- J. For the reasons set forth above, County funds and other public funds under County control may lawfully be used to design, construct, improve, operate and/or maintain the Guana Basin Stormwater Drainage Project.
- K. Those certain Easement Agreements in substantially the forms attached hereto as Exhibits "B", "C", and "D" which convey access, construction, maintenance and installation of the box culverts and rights for the dredging of the waterways as described are hereby accepted and approved for execution by the County Administrator.

- The Clerk is instructed to record the Easement Agreements in the Official Records L. of St. Johns County, Florida.
- This resolution shall take effect immediately upon its adoption. Section 2.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this <u>28</u> day of <u>July</u>, 1998.

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

By: A toe d
Moses A. Floyd, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

Exhibit A to Resolution

The Project consists of capital improvements to be constructed within approximately 3305 Acres depicted on the attached map (the "Basin") and generally described as follows:

COMMENCING at the Atlantic Ocean and the St. Johns/Duval County line proceed westerly along said county line to its intersection with State Road A1A, then proceed southerly along said State Road A1A to the intersection of State Road A1A and Ponte Vedra Boulevard, thence east to the Atlantic Ocean, thence north along the shoreline of the Atlantic Ocean to the point of COMMENCEMENT, plus the following basins located west of State Road A1A, also depicted on the attached map:

Basin G-2 consisting of approximately 22.6 Acres

Basin G-6 consisting of approximately 96.1 Acres

Basin G-12 consisting of approximately 22.6 Acres

Basin G-13 consisting of approximately 2.6 Acres

Basin G-23 consisting of approximately 14.4 Acres

Basin G-24 consisting of approximately 89 Acres

Basin G-25 consisting of approximately 36.7 Acres

A portion of Basin G-9 consisting of approximately 4 Acres

And a portion of Basin G-10 consisting of approximately 5 Acres

The improvements to be constructed within the Basin include all improvements required to restore sufficient stormwater flow to minimize flooding within the Basin, to improve water quality, and to provide necessary improvements to facilitate operation and maintenance of the improvements. The Project will include but not be limited to the following elements:

- 1. Construction of a meandering waterway between Micklers Cutoff road and Sawgrass entrance.
- 2. Installation of additional culvert capacity under Sawgrass entrance.
- 3. Construction of a meandering waterway between Sawgrass entrance road and Sawgrass Golf Course fairway No. 4.
- 4. Improving capacity of drainage structures within Sawgrass Golf Course fairways Nos. 4 and 5.
- 5. Construction of a meandering waterway between Sawgrass Golf Course fairway No. 4 and Sawgrass Golf Course fairway No. 5.
- 6. Construction of a meandering waterway between Sawgrass Golf Course fairway No. 5 and Seawalk entrance roadway.
- 7. Installation of additional culvert capacity under Seawalk entrance roadway.

- 8. Construction of a meandering waterway between Seawalk entrance roadway and Elders causeway.
- 9. Removal of Elders causeway.
- 10 Construction of a meandering waterway between Elders causeway and Corona Road.
- Installation of a weir in the vicinity of Corona Road to allow additional capacity and to maintain water levels in the upstream lagoons.
- 12. Installation of additional culvert capacity under Solana Road and removal of the inoperative weir north of Solana Road.
- Provision of water quality treatment at one or more locations within the Project area.
- 14. Construction of a storm water pumping station in the vicinity of Micklers Cutoff for storm water control and brackish water management if required by stormwater modeling programs.

CONSULTING ENGINEERS, INC.

1730 KINGSLEY AVE. SUITE D

ORANGE PARK, FLORIDA 32073

GUANA BASIN

SCALE: 1" = 5000' DATE: 10/8/96 JOB No. 1697 92 G6 G9 G 23 G 24 ·G25

Exhibit "B" to Resolution

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") made and entered into as of this ___ day of _____, 1998, by and between SAWGRASS ASSOCIATION, INC., a Florida non-profit corporation, whose address is 10036 Sawgrass Drive, Suite 1, Ponte Vedra Beach, FL 32082, hereinafter referred to as the "Grantor", and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095, hereinafter referred to as the "Grantee".

Recitals

Grantor is a homeowner's association charged with responsibility for maintaining the common areas of Sawgrass, a planned and gated community in St. Johns County, Florida. In connection with those responsibilities, Grantor owns certain common areas and the private roadways and Golf Course located within Sawgrass described on Exhibit "A" and shown on maps on Exhibits "B", "B-1", and "B-2" (hereinafter referred to as "Easement Parcels")

Grantee, in connection with its assistance in providing storm water drainage for the Guana Basin area, has requested that Grantor grant a non-exclusive perpetual easement to Grantee which would permit Grantee access to and use of the Easement Parcels for the purposes of construction, installation and maintenance of box culverts, construction of concrete retaining walls, and dredging of the waterway.

Grantor has determined that Grantee's use of the Easement Parcels for the purposes set forth herein will benefit the Easement Parcels and other lands owned or used by Grantor and will benefit Grantor's community.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants, bargains, sells, assigns, and conveys to St. Johns County, Florida, its successors, designees and assigns forever, a nonexclusive easement and right over, in and upon the Easement Parcels with all right, privilege, and authority to enter upon, exit from and use said Easement Parcels for the purposes of construction, installation and maintenance of box culverts and to do all things to and on said Easement Parcels that are consistent with and useful or convenient for the achievement of Grantee's purposes; together with all rights, privileges, and appurtenances in and to said Easement Parcels which may be required for the enjoyment of the rights hereby granted; and said Grantor does hereby fully warrant title to the Easement Parcels and will defend the said title and Grantee's right to the use of the Easement Parcels against the claims of all persons whomsoever.

- 2. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcels and the activities permitted by this Easement.
- 3. The easement herein granted is nonexclusive and Grantee holds in common with Grantor. Grantee shall use and occupy the easement in accordance with the uses and purposes permitted hereby. Grantor reserves the right to use the Easement Parcels for any purpose not inconsistent with the grant of easement set forth herein.

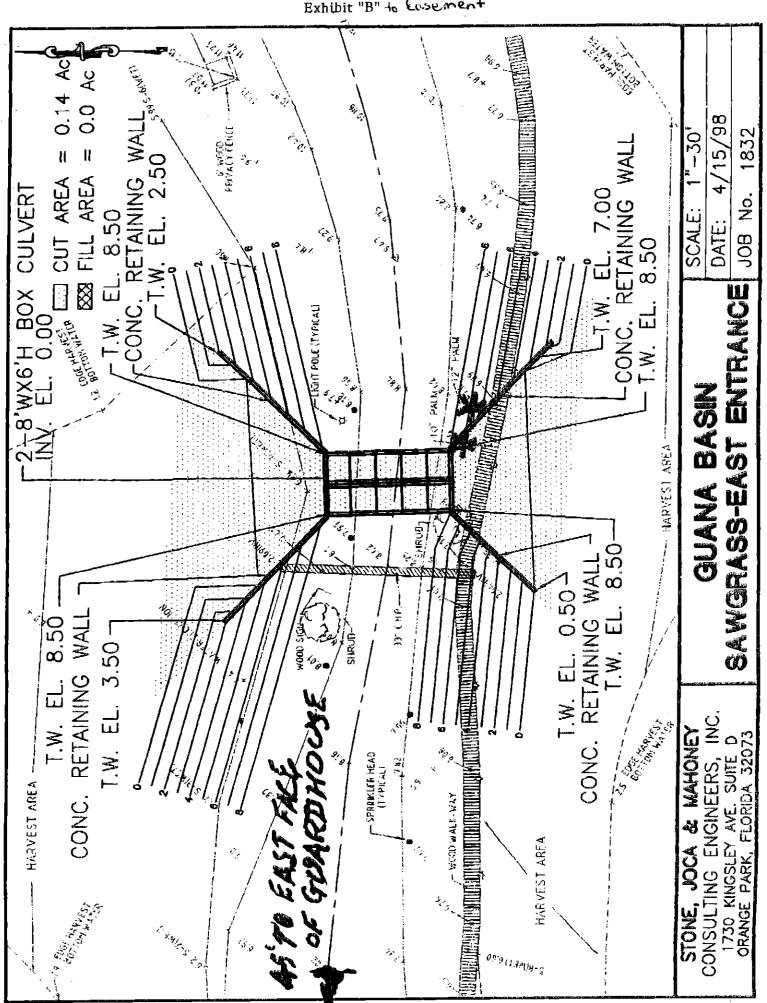
IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

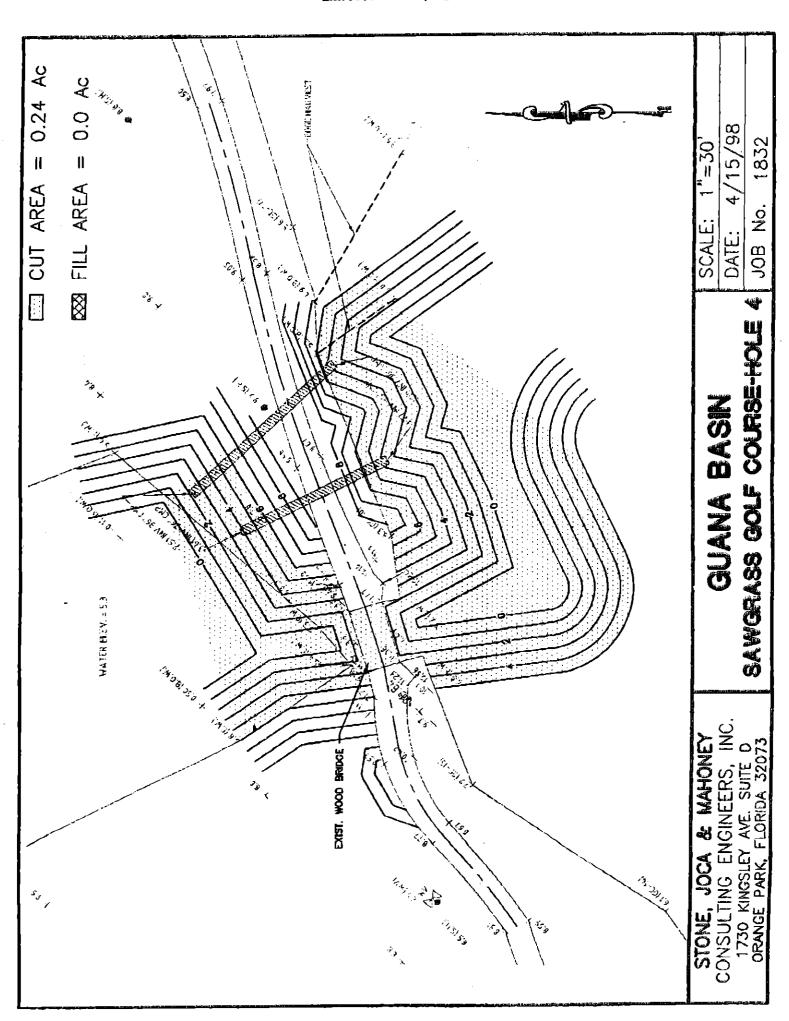
Signed, sealed and delivered in our presence:	a Florida non-profit corporation
	By:
Print Name	Title:
Print Name	(Corporate Seal)
Fillit Ivallie	
	ST. JOHNS COUNTY, FLORIDA
	By:
Print Name	Ben W. Adams, Jr., County Administrator
Print Name	

COUNTY OF			
by a Florida non-prof	as it corporation, on behalf of	owledged before me this of SAWGRAS of the corporation. He/She i as identification.	day of, 1998 SS ASSOCIATION, INC. s personally known to me
		Notary Pub	lic, State of Florida
STATE OF FLO COUNTY OF ST			
The forego by Ben W. Adams He is personally k	, Jr., County Administrato	owledged before me this r of St. Johns County, Florid	day of, 1998 a, on behalf of the County
		Notary Pub	lic, State of Florida

Exhibit "A" to Easement

A part of Section 2, Township 4 South, Range 29 East, St. Johns County, Florida, being a portion of Sawgrass Drive East lying approximately 200 feet West of CR 203, together with a portion of the Sawgrass Wildlife Preserve lying North and South of said Sawgrass Drive East. Also, those certain drainage areas lying North and South of Sawgrass Golf Course-Hole No. 4 and Sawgrass Golf Course-Hole No. 5.





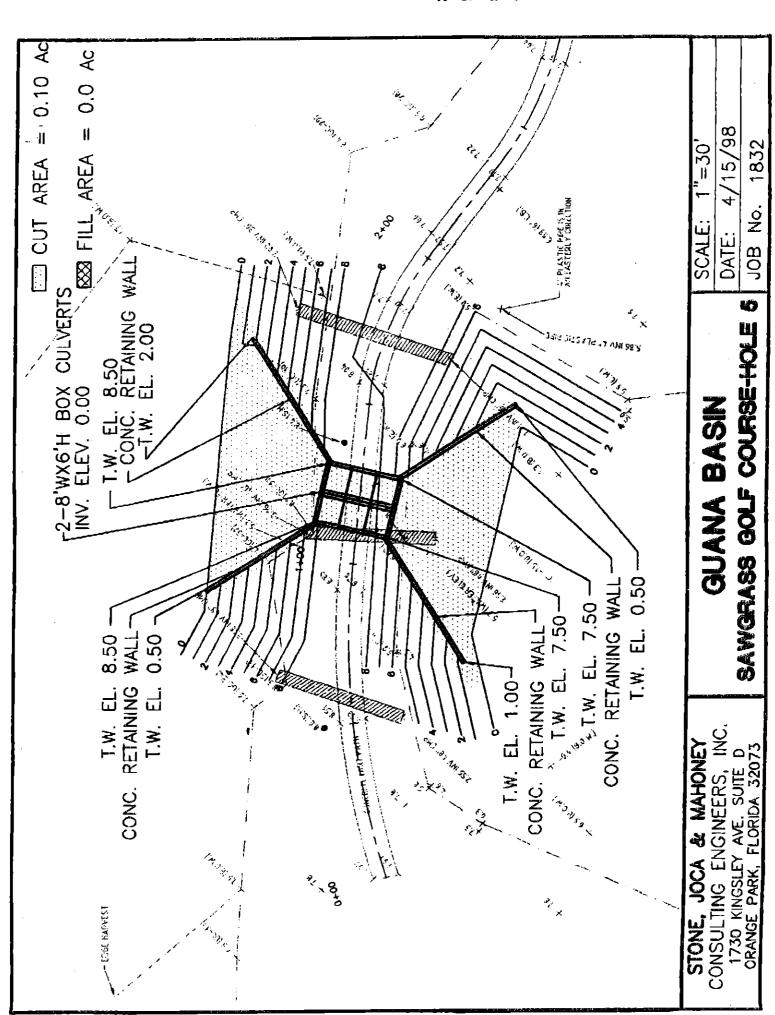


Exhibit "C" to Resolution

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") made and entered into as of this _____ day of ______, 1998, by and between SEAWALK PONTE VEDRA HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose address is 106 Coastal Oak Circle, Ponte Vedra Beach, FL 32082, hereinafter referred to as the "Grantor", and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095, hereinafter referred to as the "Grantee".

Recitals

Grantor is a homeowner's association charged with responsibility for maintaining the common areas of Seawalk Subdivision, a planned and gated community in St. Johns County, Florida. In connection with those responsibilities, Grantor owns certain common areas and the private roadways located within Seawalk Subdivision described on Exhibit "A" and shown on map on Exhibit "B" ("Easement Parcel").

Grantee, in connection with its assistance in providing storm water drainage for the Guana Basin area, has requested that Grantor grant a non-exclusive perpetual easement to Grantee which would permit Grantee access to and use of the Easement Parcel for the purposes of construction, installation and maintenance of box culverts, construction of concrete retaining walls, and dredging of the waterway.

Grantor has determined that Grantee's use of the Easement Parcel for the purposes set forth herein will benefit the Easement Parcel and other lands owned or used by Grantor and will benefit Grantor's community.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants, bargains, sells, assigns, and conveys to St. Johns County, Florida, its successors, designees and assigns forever, a nonexclusive easement and right over, in and upon the Easement Parcel with all right, privilege, and authority to enter upon, exit from and use said Easement Parcel for the purposes of construction, installation and maintenance of box culverts and to do all things to and on said Easement Parcel that are consistent with and useful or convenient for the achievement of Grantee's purposes; together with all rights, privileges, and appurtenances in and to said Easement Parcel which may be required for the enjoyment of the rights hereby granted; and said Grantor does hereby fully warrant title to the Easement Parcel and will defend the said title and Grantee's right to the use of the Easement Parcel against the claims of all persons whomsoever.

- 2. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcel and the activities permitted by this Easement.
- 3. The easement herein granted is nonexclusive and Grantee holds in common with Grantor. Grantee shall use and occupy the easement in accordance with the uses and purposes permitted hereby. Grantor reserves the right to use the Easement Parcel for any purpose not inconsistent with the grant of easement set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

in our presence:	SEAWALK PONTE VEDRA HOMEOWNERS ASSOCIATION, INC. a Florida non-profit corporation
Print Name	By: Title:
Print Name	(Corporate Seal)
	ST. JOHNS COUNTY, FLORIDA
Print Name	By:Ben W. Adams, Jr., County Administrator
Print Name	

STATE OF		
COUNTY OF		
The foregoing instrument was acknowledged byasHOMEOWNERS ASSOCIATION, INC., a Florid corporation. He/She is personally known to me or has as identification.	of SEAWALK PONT a non-profit corporation, on be	E VEDRA half of the
	Notary Public, State of Fl	orida
STATE OF FLORIDA COUNTY OF ST. JOHNS		
The foregoing instrument was acknowledged by Ben W. Adams, Jr., County Administrator of St. Jo He is personally known to me.		
	Notary Public, State of F	lorida

Exhibit "A" to Easement

Part of Section 44, Township 3 South, Range 29 East, St. Johns County, Florida, approximately 650 feet West of the center line of County Road 203, more particularly described as those certain lagoon areas lying North and South of Seawalk Drive.

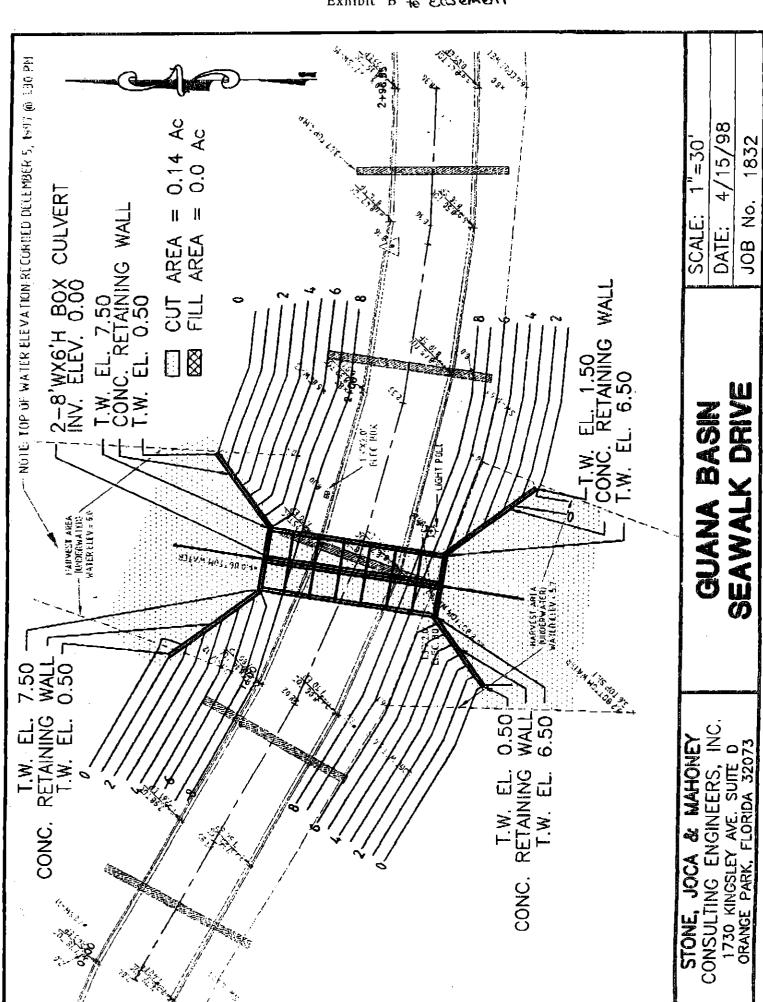


Exhibit "D" to Resolution

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") made and entered into as of this ___ day of _____, 1998, by and between PONTE VEDRA CORPORATION, INC., a Florida corporation, whose address is 200 Ponte Vedra Blvd., Ponte Vedra Beach, FL 32082, hereinafter referred to as the "Grantor", and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095, hereinafter referred to as the "Grantee".

Recitals

WHEREAS, Grantor is the owner of certain lagoon areas lying and being in St. Johns County, Florida, more particularly described on Exhibit "A" and shown on maps on Exhibits "B" and "B-1", attached hereto and by this reference made a part hereof (hereinafter referred to as "Easement Parcels"); and

WHEREAS, Grantee is the owner of that certain roadway which crosses Grantor's property known as Corona Road (County Road 210) formerly known as Palm Valley Road, a Sixty (60) foot right-of-way as now established; and

WHEREAS, Grantee is responsible for the maintenance of Corona Road and for the drainage of surface waters from the right-of-way of Corona Road and is assisting in providing storm water drainage for the Guana Basin area which includes such areas as Grantor's property; and

WHEREAS, Grantee has requested, and Grantor has agreed for the benefit of Grantor's community, to grant to Grantee a non-exclusive perpetual easement which would permit Grantee access to and use of the Easement Parcels for the purposes of construction, installation and maintenance of box culverts and a weir structure and construction of concrete retaining walls and dredging of the waterway.

WHEREAS, Grantor has determined that Grantee's use of the Easement Parcels for the purposes set forth herein will benefit the Easement Parcels and other lands owned or used by Grantor and will benefit Grantor's community.

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Grantor hereby grants, bargains, sells, assigns, and conveys to St. Johns County, Florida, its successors, designees and assigns forever, a nonexclusive easement and right over, in and upon the Easement Parcels with all right, privilege, and authority to enter upon, exit from and use said Easement Parcels for the purposes of construction, installation and maintenance of box culverts and to do all things to and on said Easement Parcels that are consistent with and useful or convenient for the achievement of Grantee's purposes; together with all rights, privileges, and appurtenances in and to said Easement Parcels which may be required for the enjoyment of the rights hereby granted; and said Grantor does hereby fully warrant title to the Easement Parcels and will defend the said title and Grantee's right to the use of the Easement Parcels against the claims of all persons whomsoever.
- 2. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcels and the activities permitted by this Easement.
- 3. The easement herein granted is nonexclusive and Grantee holds in common with Grantor. Grantee shall use and occupy the easement in accordance with the uses and purposes permitted hereby. Grantor reserves the right to use the Easement Parcels for any purpose not inconsistent with the grant of easement set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:	PONTE VEDRA CORPORATION, INC., a Florida corporation
Print Name	By: Title:
Print Name	(Corporate Seal)
	ST. JOHNS COUNTY, FLORIDA
Print Name	By:Ben W. Adams, Jr., County Administrator
Print Name	

STATE OF	
STATE OF COUNTY OF	
The foregoing instrument was acknowledged before me this day of	, 1998
by as of PONTE VEDRA CORPORINC., a Florida corporation on behalf of the corporation. He/She is personally known to r	RATION
INC., a Florida corporation on behalf of the corporation. He/She is personally known to r	ne or has
produced as identification.	
Notary Public, State of Flori	da
STATE OF FLORIDA	
COUNTY OF ST. JOHNS	
	1000
The foregoing instrument was acknowledged before me this day of by Ben W. Adams, Jr., County Administrator of St. Johns County, Florida, on behalf of the	, 1998. - County
He is personally known to me.	County
The is personally known to me.	
Notary Public, State of Flor	ida

Exhibit "A" to Easement

Part of Government Lot 6, Section 27, Township 3 South, Range 29 East, St. Johns County, Florida (part of Lagoon Area) lying North and South of Corona Road and being approximately 400 feet West of the center line of County Road No. 203; And also part of Section 44, Township 3 South, Range 29 East, St. Johns County, Florida (part of Lagoon Area) lying North and South of Solana Road and being approximately 725 feet West of the center line of County Road No. 203.

