

RESOLUTION NO. 98-163

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING A SETTLEMENT OF THE LAWSUIT FILED AGAINST ST. JOHNS COUNTY AND OTHERS BY THE FLORIDA DEPARTMENT OF TRANSPORTATION CASE NO: CA-98-520 IN THE CIRCUIT COURT IN AND FOR ST. JOHNS COUNTY.

WHEREAS, the Board of County Commissioners of St. Johns County, Florida (the "Board") has discussed and considered the range of facts and issues that pertain to the lawsuit filed against St. Johns County, The Waverly Group, Inc., St. Johns County Health Authority, Inc., First National Bank of Jackson Mississippi and Dennis Hollingsworth, Tax Collector, by the Florida Department of Transportation in Case No: CA-98-520 in the Circuit Court in and for St. Johns County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA that the Board finds the settlement agreement attached hereto to be reasonable and in the best interest of the County.

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized and directed to execute and deliver on behalf of the County a written settlement agreement in substantially the form attached hereto with such changes as the County Administrator deems reasonable and appropriate.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 25 day of August, 1998.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Moses A. Floyd
Moses A. Floyd, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: Patricia DeGrande
Deputy Clerk



SETTLEMENT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 1998, by and between the State of Florida Department of Transportation ("FDOT"), The St. Johns County Health Authority, Inc., a Florida corporation not-for-profit ("the Health Authority"), The Waverley Group, Inc., a Mississippi corporation ("Waverley"), Dennis W Hollingsworth, and St. Johns County, Florida ("St. Johns County").

PRELIMINARY STATEMENT

- A. The Health Authority is the owner of the real property described on Exhibit "A", ("the Property") which is currently being leased by The Waverley Group for its nursing home operation pursuant to a lease between the Health Authority and St. Augustine Geriatric Center, Inc., dated March 1, 1975, and assigned to The Waverley Group on August 17, 1982.
- B. St. Johns County has an interest in the Property pursuant to Section 5.15 of that certain Mortgage and Indenture of Trust dated March 1, 1975 between The Health Authority and The Bank of Pasco County, Florida ("the Indenture").
- C. The FDOT has filed an eminent domain action, FDOT v. The St. Johns County Health Authority, Inc., et al., Case No. CA98-520, now pending in the Seventh Judicial Circuit, in and for St. Johns County, Florida, against The Health Authority,

The Waverley Group, St. Johns County, Dennis Hollingsworth, and First National Bank of Jackson, Mississippi, seeking to acquire fee simple ownership of a portion of the Property.

D. First National Bank of Jackson, Mississippi, no longer has an interest in the subject property and has been dismissed as a party to the lawsuit.

E. All ad valorem taxes assessed against the Property by St. Johns County, Florida, have been paid.

F. The Health Authority, the Waverley Group, and St. Johns County desire to grant the FDOT permanent and temporary easements over certain portions of the Property upon the terms and conditions of this Agreement, and the FDOT desires to accept those easements upon these terms and conditions.

WHEREFORE, in consideration of the foregoing and the promises and mutual covenants contained herein, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and by reference are incorporated into this Agreement.
2. **Grant of Easements**. The Health Authority shall execute and deliver to the FDOT:

a. a non-exclusive permanent easement over the part of the Property described in Exhibit “B” in the form attached as Exhibit “C” (“the Drainage Easement”); and

b. a non-exclusive temporary easement over the part of the Property described in Exhibit “D” in the form attached as Exhibit “E” (“the Construction Easement”).

The Drainage Easement is identified as “Permanent Easement Area” and the Construction Easement is identified as “Temporary Construction Easement Area” on Exhibit “F”.

3. **Use of Easements.** The FDOT shall use the easements described above as follows:

a. The Drainage Easement shall be used for retention ponds (“the Ponds”), which shall be constructed in accordance with the plans attached as Exhibit “G” (“the Plans”) and which shall be utilized jointly by the FDOT and the owner or occupant of the Property in accordance with the terms of this Agreement; and

b. The Construction Easement shall be used for access and construction-related activities while the Retention Ponds are under construction.

4. **Compensation.** The FDOT shall pay the parties the sum of \$165,267.22 for the Drainage Easement and the sum of \$ ~~0~~ 10.00 for the Construction Easement.

5. **Application of Condemnation Proceeds.** The compensation described in paragraph 4 above shall be applied to the principal balance of the Borrower's First Mortgage Revenue Bonds as described in the Indenture, which is presently \$285,000, as permitted by Section 5.2(c) of that certain Lease Agreement dated March 1, 1975 between The Health Authority and St. Augustine Geriatric Center, Inc. The compensation shall be applied to the principal balance on the earliest date permitted by the Indenture, which is March 1, 1999.

6. **Joint Use of Ponds.** Up to 52,555 cubic feet of the combined retention volume of the Ponds shall be available to the owner or occupant of the Property at all times for stormwater retention. The remainder of the combined retention volume shall be available to the FDOT at all times for stormwater retention.

7. **Maintenance.** Commencing with the date construction of the Ponds is complete, the owner of the Property shall be responsible for their routine maintenance, such as clearing debris, mowing grassed areas, and controlling weed growth. The FDOT shall be responsible for any non-routine maintenance and for capital improvements to Ponds that may be required or desired by the FDOT, and the owner of the Property shall be responsible for any non-routine maintenance and for capital improvements to the Ponds that may be required or desired by the owner. Notwithstanding the foregoing, no capital improvement or maintenance will be permitted if such capital improvement or maintenance will violate the SJRWMD permit issued for the Ponds or materially impair the functioning of the Ponds.

8. **Permits.** The FDOT shall obtain at its sole expense all governmental permits and permit modifications, including without limitation those that may be required by the St. Johns Water Management District (“SJRWMD”), necessary to construct the Ponds in accordance with the Plans and to utilize the Construction Easement. The owner of the Property shall be responsible for obtaining any modifications to these permits that may be necessitated by future improvements to the Property made by the owner or occupant of the Property.

9. **Indemnity.** The FDOT shall indemnify and hold harmless The Waverley Group, St. Johns County, and The Health Authority from and against any and all

liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, attorneys' fees (at all levels of the proceedings), any and all expenses incurred in investigation, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting to, imposed upon, or incurred or suffered by The Waverley Group, St. Johns County, or The Health Authority, directly or indirectly, as a result of or arising out of the ~~sole negligence of~~ ~~attributable~~ to the FDOT in connection with the construction of the Ponds or the utilization of the Construction Easement. The FDOT shall require the general contractor on the Pond construction project to name The Waverley Group, St. Johns County, and The Health Authority as additional insureds on any liability insurance policy issued to the general contractor in connection with the Pond construction.

10. **Wetlands.** FDOT has obtained a permit from the St. Johns River Water Management District to fill the wetlands within the Construction and Drainage Easements shown on Exhibit "H" and has purchased a mitigation area to offset the loss of those wetlands. The FDOT shall fill the wetlands within the Construction and Drainage Easements at its own expense and shall bear all costs of monitoring, administering, and managing any mitigation areas associated with those wetlands. The FDOT shall assign to The Health Authority or its designee all SJRWMD permits associated with the Construction and Drainage Easements ~~and the associated mitigation areas~~ upon completion of the Ponds.

11. **Expenses.** The FDOT shall bear the following expenses in addition to those specifically set forth elsewhere in this Agreement:

a. All costs of constructing the Ponds in accordance with the Plans, including without limitation site work, horizontal and vertical construction, relocation of the existing force main, fencing, landscaping, and clean-up;

b. All costs associated with modifying the FDOT's construction plans and SJRWMD permit to incorporate the design attached as Exhibit "G"; and

c. Attorneys' fees and costs of the Health Authority, Waverley, and St. Johns County, as determined by mutual agreement of the parties or as determined by the Court pursuant to Section 73.092, Florida Statutes (1997).

12. **Dismissal of Lawsuit.** Upon the execution and delivery of the Drainage and Construction Easements and the payment of the compensation, fees and costs described in paragraphs 4 and 11, the parties shall file a stipulation of dismissal of their pending lawsuit with prejudice.

13. **Entire Agreement.** No prior or present agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or change in this Agreement and no material modification of the Plans shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

14. **Attorneys' Fees.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of the proceedings in addition to any other relief granted.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

16. **Binding Effect.** The terms of this Agreement shall be binding upon the parties, their successors and assigns.

17. **Construction.** Should any of the provisions of this Agreement require judicial interpretation, the court interpreting or construing this Agreement shall not apply a presumption that its terms are to be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it, it being agreed that the agents of all parties have participated in the preparation of this Agreement.

18. **Section Headings.** The section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the parties have executed this agreement this
___ day of _____, 1998.

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

By: _____
Its

THE ST. JOHNS COUNTY HEALTH
AUTHORITY, INC., a Florida corporation
not-for-profit,

By: _____
Its

THE WAVERLEY GROUP, INC., a
Mississippi corporation,

By: _____
Its

ST. JOHNS COUNTY, FLORIDA

By: _____
Its

DENNIS W. HOLLINGSWORTH, Tax
Collector for St. Johns County, Florida

By: _____
J. Michael Traynor, Esquire
Attorney for Dennis W. Hollingsworth

A 13.3 acre, more or less, tract of land in the Northeast one quarter of Section 25, Township 7 South, Range 29 East, St. Johns County, Florida, said tract of land being more fully described as follows:

Commence at the northwest corner of lot 3, Block 2, St. Augustine Heights - Unit A as recorded in Map Book 10, Page 53 of the Public Records of St. Johns County, Florida; thence N 24° 37' W 33.10 feet to the point of intersection of the North line of a 30 foot wide drainage easement for the Point of Beginning; thence S 89° 37' E 269.35 feet along the North line of said drainage easement; thence N 1° 02' W 709.91 feet to a point on the South Right-of-Way line of an existing County Road (formerly State Road No. 207); thence Westerly along the South Right-of-Way line of said County Road to the intersection with the South Right-of-Way line of State Road No. 207; thence South-westerly along the Southeasterly Right-of-Way line of State Road No. 207 to its intersection with the East Right-of-Way line of Sunrise Boulevard as shown on map of St. Augustine Heights - Unit A; thence Southerly 900.05 feet along the Easterly Right-of-Way line of said Sunrise Boulevard to its intersection with the North line of a 30 foot wide drainage easement; thence N 40° 23' E 547.32 feet along the North line of said drainage easement to the Point of Beginning,

LESS AND EXCEPT: A parcel of land in Sections 24 and 25, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 25, Township 7 South, Range 29 East, St. Johns County, Florida; thence South 89°33'51" West along the North line of said Section 25, (South line of Section 24, Township 7 South, Range 29 East), a distance of 1,301.50 feet; thence North 40°32'38" East, a distance of 32.62 feet; thence North 89°01'32" East, a distance of 69.72 feet to the intersection of the Southeasterly right of way line of State Road No. 207, with the Southerly right of way line of Hastings Road (a 50.00 foot right of way), and the POINT OF BEGINNING; thence South 40°32'38" West along said Southeasterly right of way line, (Crossing the South line of said Section 24, into Section 25, Township 7 South, Range 29 East), a distance of 227.71 feet; thence South 49°27'22" East, a distance of 5.00 feet; thence North 40°32'38" East, (Crossing the North line of said Section 25, into said Section 24, Township 7 South, Range 29 East), a distance of 232.13 feet to said Southerly right of way line; thence South 89°01'32" West along said Southerly right of way line, a distance of 6.68 feet to the POINT OF BEGINNING,

Containing 1,150 square feet, more or less.

EXHIBIT

A

ST. AUGUSTINE HEALTH CARE AND REHABILITATION CENTER

PRELIMINARY PERMANENT EASEMENT DESCRIPTION

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, CONTAINING 6.61 ACRES MORE OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 2, ST. AUGUSTINE HEIGHTS - UNIT A AS RECORDED IN MAP BOOK 10, PAGE 53, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 24 DEGREES 37 MINUTES 00 SECONDS WEST 33.10 FEET TO THE POINT OF BEGINNING AT AN ANGLE POINT ON THE NORTHERLY LINE OF A 30 FOOT WIDTH DRAINAGE EASEMENT; THENCE SOUTH 89 DEGREES 37 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF SAID 30 FOOT WIDTH DRAINAGE EASEMENT AS SHOWN ON PLAT OF SAID ST. AUGUSTINE HEIGHTS-UNIT A, 259.35 FEET; THENCE NORTH 01 DEGREE 09 MINUTES 00 SECONDS WEST, ON THE WEST LINE OF A 10 FOOT WIDTH SANITARY SEWER EASEMENT CONVEYED TO THE CITY OF ST. AUGUSTINE BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 322, PAGE 210, PUBLIC RECORDS OF SAID COUNTY; 710.04 FEET; THENCE NORTH 88 DEGREES 53 MINUTES 30 SECONDS WEST, ON THE SOUTH LINE OF HASTINGS ROAD, 411.95 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 10 SECONDS WEST 35.25 FEET; THENCE SOUTH 15 DEGREES 39 MINUTES 44 SECONDS EAST 309.19 FEET; THENCE SOUTH 16 DEGREES 43 MINUTES 30 SECONDS EAST 32.60 FEET; THENCE SOUTH 15 DEGREES 08 MINUTES 10 SECONDS EAST 273.46 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 105.00 FEET; THENCE ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89 DEGREES 08 MINUTES 27 SECONDS, AN ARC DISTANCE OF 163.36 FEET (CHORD FOR SAID CURVE BEING SOUTH 29 DEGREES 26 MINUTES 03 SECONDS WEST 147.37 FEET); THENCE TANGENT TO SAID CURVE SOUTH 74 DEGREES 00 MINUTES 17 SECONDS WEST 309.84 FEET; THENCE SOUTH 03 DEGREES 37 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF SUNRISE BOULEVARD AS SHOWN ON SAID PLAT OF ST. AUGUSTINE HEIGHTS-UNIT A, 291.73 FEET; THENCE NORTH 40 DEGREES 23 MINUTES 00 SECONDS EAST, ON THE NORTHWEST LINE OF SAID 30 FOOT WIDTH DRAINAGE EASEMENT, 547.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT

B

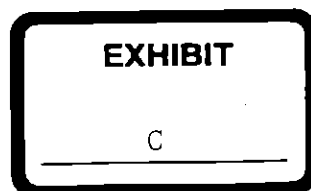
This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085
FN. 4-97-695

PERMANENT DRAINAGE EASEMENT AGREEMENT

THIS PERMANENT DRAINAGE EASEMENT AGREEMENT (the "Agreement"), is executed this ____ day of _____, 1998, by THE ST. JOHNS COUNTY HEALTH AUTHORITY, INC. ("The Health Authority"), _____, St. Augustine, Florida 32086 and THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("the FDOT"), _____.

PRELIMINARY STATEMENT

- A. The Health Authority is the owner of the real property described on Exhibit "A-1" attached hereto ("the Drainage Easement Property").
- B. The FDOT desires to construct retention ponds ("the Ponds") on the Property to drain surface water and stormwater runoff from State Road 207 .
- C. The Health Authority has agreed to grant the FDOT a drainage easement to allow the FDOT to construct the Ponds on the Drainage Easement Property and to drain surface water and stormwater runoff from the right-of-way of State Road 207 into the Ponds.



NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and No/100's (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Grant of Drainage Easement.** The Health Authority hereby establishes, for the benefit of the State Road 207 right-of-way, and grants and conveys to the FDOT, its successors and assigns,

a. the non-exclusive right to install, operate and maintain the drainage improvements and structures shown on Exhibit "B-1" to transmit and direct surface waters and stormwaters from the State Road 207 right-of-way onto the Drainage Easement Property; and

b. a perpetual non-exclusive easement for drainage of surface waters and stormwaters onto the Drainage Easement Property.

The FDOT shall construct and perform all non-routine repairs on all such drainage structures and improvements at its own expense and shall obtain all permits required for their installation.

3. **Maintenance of Pond.** The Health Authority or its designee shall be responsible for such routine maintenance on the Ponds as may be required by applicable laws, rules, ordinances and regulations.

4. **Common Use of Easements and Modifications to Drainage Retention Pond.** All easements granted in this Agreement are non-exclusive and granted subject to the rights of the owner of the Property, its successors and assigns, to utilize 52,555 cubic feet of the Ponds' combined retention volume for drainage of surface waters and stormwaters from its non-burdened lands and for all purposes not inconsistent with the easements granted herein. The Health Authority and its successors and assigns shall have the right to modify, enlarge, alter or reconfigure the Ponds without the consent of the FDOT provided such modification, enlargement, alteration, or reconfiguration does not materially impair the Ponds' functioning.

5. **Filling and Mitigation of Wetlands.** FDOT has obtained a permit from the St. Johns River Water Management District ("SJRWMD") to fill the wetlands within the Drainage Easement Property and has purchased a mitigation area to offset the loss of those wetlands. The FDOT shall fill the wetlands within the Drainage Easement Property at its own expense and shall bear all costs of monitoring, administering, and managing any mitigation areas associated with those wetlands. Upon completion of the Ponds, the FDOT shall assign to The Health Authority or its designee any SJRWMD permits associated with the Drainage Easement Property and those wetland mitigation areas.

6. **Indemnification.** The FDOT shall indemnify and hold harmless The Waverley Group, St. Johns County, and The Health Authority from and against any and all liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, attorneys' fees (at all levels of the proceedings), any and all expenses incurred in investigation, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting to, imposed upon, or incurred or suffered by The Waverley Group, St. Johns County, or The Health Authority, directly or indirectly, as a result of or arising out of ~~the sole~~ negligence attributable to of the FDOT in connection with the construction of the Ponds or the utilization of the Construction Easement. The FDOT shall require the general contractor on the Pond construction project to name The Waverley Group, St. Johns County, and The Health Authority as additional insureds on any liability insurance policy issued to the general contractor in connection with the Pond construction.

7. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

9. **Section Headings.** The Section Headings in this agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this agreement or any of its provisions.

10. **Judicial Interpretation.** Should any of the provisions of this Agreement require judicial interpretation, the court interpreting or construing this Agreement shall not apply a presumption that its terms are to be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared it, it being agreed that the agents of all parties have participated in the preparation of this Agreement.

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

Signed, sealed and delivered
in the presence of:

THE ST. JOHNS COUNTY HEALTH
AUTHORITY, INC., a Florida corporation
not-for-profit

Witness: _____

By: _____

Its President

Witness: _____

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

Witness: _____

By: _____

Its

Witness: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 1998, by John D. Bailey, Sr., president of The St. Johns County Health Authority, Inc., a Florida corporation, on behalf of the corporation. He () is personally known to me or () has produced Florida Driver's License Number _____ as identification.

Notary Public

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 1998, by _____, the _____ of The State of Florida Department of Transportation, on behalf of the department. He () is personally known to me or () has produced Florida Driver's License Number _____ as identification.

Notary Public

ST. AUGUSTINE HEALTH CARE AND REHABILITATION CENTER

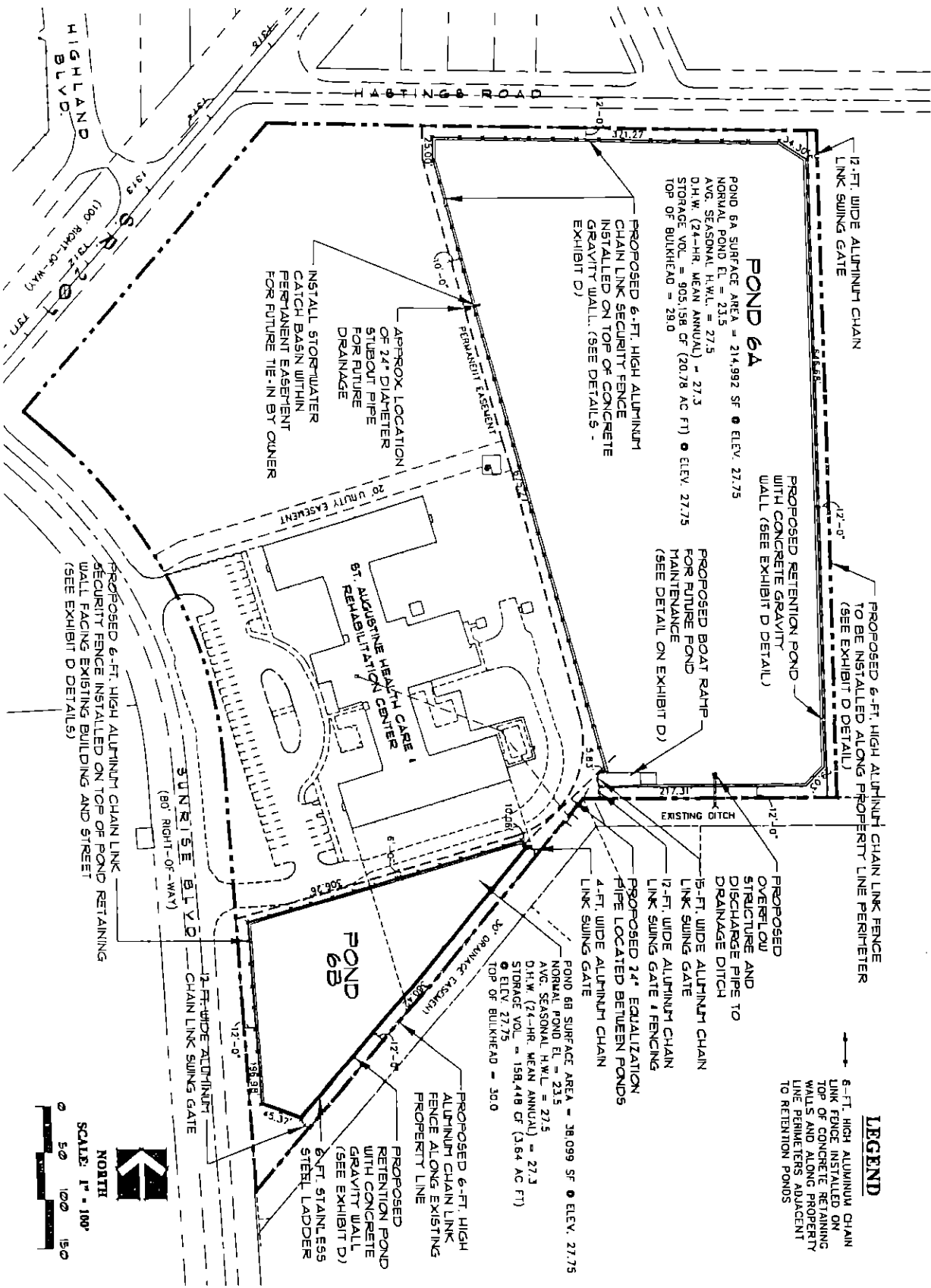
PRELIMINARY PERMANENT EASEMENT DESCRIPTION

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, CONTAINING 6.61 ACRES MORE OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 2, ST. AUGUSTINE HEIGHTS - UNIT A AS RECORDED IN MAP BOOK 10, PAGE 53, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 24 DEGREES 37 MINUTES 00 SECONDS WEST 33.10 FEET TO THE POINT OF BEGINNING AT AN ANGLE POINT ON THE NORTHERLY LINE OF A 30 FOOT WIDTH DRAINAGE EASEMENT; THENCE SOUTH 89 DEGREES 37 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF SAID 30 FOOT WIDTH DRAINAGE EASEMENT AS SHOWN ON PLAT OF SAID ST. AUGUSTINE HEIGHTS-UNIT A, 259.35 FEET; THENCE NORTH 01 DEGREE 09 MINUTES 00 SECONDS WEST, ON THE WEST LINE OF A 10 FOOT WIDTH SANITARY SEWER EASEMENT CONVEYED TO THE CITY OF ST. AUGUSTINE BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 322, PAGE 210, PUBLIC RECORDS OF SAID COUNTY; 710.04 FEET; THENCE NORTH 88 DEGREES 53 MINUTES 30 SECONDS WEST, ON THE SOUTH LINE OF HASTINGS ROAD, 411.95 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 10 SECONDS WEST 35.25 FEET; THENCE SOUTH 15 DEGREES 39 MINUTES 44 SECONDS EAST 309.19 FEET; THENCE SOUTH 16 DEGREES 43 MINUTES 30 SECONDS EAST 32.60 FEET; THENCE SOUTH 15 DEGREES 08 MINUTES 10 SECONDS EAST 273.46 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 105.00 FEET; THENCE ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89 DEGREES 08 MINUTES 27 SECONDS, AN ARC DISTANCE OF 163.36 FEET (CHORD FOR SAID CURVE BEING SOUTH 29 DEGREES 26 MINUTES 03 SECONDS WEST 147.37 FEET); THENCE TANGENT TO SAID CURVE SOUTH 74 DEGREES 00 MINUTES 17 SECONDS WEST 309.84 FEET; THENCE SOUTH 03 DEGREES 37 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF SUNRISE BOULEVARD AS SHOWN ON SAID PLAT OF ST. AUGUSTINE HEIGHTS-UNIT A, 291.73 FEET; THENCE NORTH 40 DEGREES 23 MINUTES 00 SECONDS EAST, ON THE NORTHWEST LINE OF SAID 30 FOOT WIDTH DRAINAGE EASEMENT, 547.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT

TABULAR
A-1



LEGEND

- 6-FT. HIGH ALUMINUM CHAIN LINK FENCE INSTALLED ON TOP OF CONCRETE RETAINING WALLS AND ALONG PROPERTY LINE PERIMETERS ADJACENT TO RETENTION PONDS

POND 6A

POND 6A SURFACE AREA = 214,992 SF • ELEV. 27.75
 NORMAL POND EL. = 23.5
 AVG. SEASONAL H.W.L. = 27.5
 D.H.W. (24-HR. MEAN ANNUAL) = 27.3
 STORAGE VOL. = 905,156 CF (20.78 AC FT)
 TOP OF BULKHEAD = 29.0

PROPOSED 6-FT. HIGH ALUMINUM CHAIN LINK SECURITY FENCE INSTALLED ON TOP OF CONCRETE GRAVITY WALL. (SEE DETAILS - EXHIBIT D)

PROPOSED RETENTION POND WITH CONCRETE GRAVITY WALL (SEE EXHIBIT D DETAIL)

PROPOSED BOAT RAMP FOR FUTURE POND MAINTENANCE (SEE DETAIL ON EXHIBIT D)

PROPOSED 6-FT. HIGH ALUMINUM CHAIN LINK FENCE TO BE INSTALLED ALONG PROPERTY CHAIN LINE PERIMETER (SEE EXHIBIT D DETAIL)

PROPOSED OVERFLOW STRUCTURE AND DISCHARGE PIPE TO DRAINAGE DITCH

PROPOSED 24" EQUALIZATION PIPE LOCATED BETWEEN PONDS
 12-FT. WIDE ALUMINUM CHAIN LINK SWING GATE #1 FENCING
 12-FT. WIDE ALUMINUM CHAIN LINK SWING GATE
 4-FT. WIDE ALUMINUM CHAIN LINK SWING GATE

POND 6B SURFACE AREA = 38,099 SF • ELEV. 27.75
 NORMAL POND EL. = 23.5
 AVG. SEASONAL H.W.L. = 27.5
 D.H.W. (24-HR. MEAN ANNUAL) = 27.3
 STORAGE VOL. = 158,418 CF (3.64 AC FT)
 ELEV. 27.75
 TOP OF BULKHEAD = 30.0

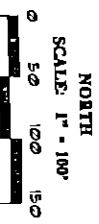
PROPOSED 6-FT. HIGH ALUMINUM CHAIN LINK FENCE ALONG EXISTING PROPERTY LINE

PROPOSED RETENTION POND WITH CONCRETE GRAVITY WALL (SEE EXHIBIT D)
 8-FT. STAINLESS STEEL LADDER

INSTALL STORMWATER CATCH BASIN WITHIN PERMANENT EASEMENT FOR FUTURE 18-IN. BY OWNER

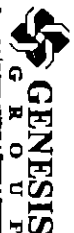
APPROX. LOCATION OF 24" DIAMETER STUBOUT PIPE FOR FUTURE DRAINAGE

PROPOSED 6-FT. HIGH ALUMINUM CHAIN LINK SECURITY FENCE INSTALLED ON TOP OF POND RETAINING WALL FACING EXISTING BUILDING AND STREET (SEE EXHIBIT D DETAILS)



EXHIBIT

B-1



GENESIS GROUP

PARCEL 133
 PROPOSED RETENTION PONDS WITH FENCING AND BOAT RAMP
EXHIBIT C
 DATE: 7/1/08 3 OF 4

ST. AUGUSTINE HEALTH CARE AND REHABILITATION CENTER

TEMPORARY EASEMENT DESCRIPTION

[INCOMPLETE AS OF 8/24/98]

EXHIBIT

D

This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085
FN. 4-97-695

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement"), is executed this _____ day of _____, 1998, by THE ST. JOHNS COUNTY HEALTH AUTHORITY, INC. ("The Health Authority"), _____, St. Augustine, Florida 32086 and THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("the FDOT"), _____.

PRELIMINARY STATEMENT

A. The Health Authority is the owner of the real property described on Exhibit "A-2" attached hereto ("the Construction Easement Property").

B. The FDOT desires to use the Construction Easement Property for ingress and egress and for construction-related activities in connection with the construction of retention ponds ("the Ponds") on The Health Authority's adjacent property ("the Drainage Easement Property") as described in that certain Drainage Easement Agreement between the parties dated _____, 1998.

EXHIBIT

E

C. The Health Authority has agreed to grant the FDOT ~~an~~ a temporary easement over the Construction Easement Property to allow the FDOT to access the Ponds and for activities related to the construction of the Ponds.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and No/100's (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Grant of Easement.** The Health Authority hereby establishes, for the benefit of the Drainage Easement Property, and grants and conveys to the FDOT, its successors and assigns,

a. the non-exclusive temporary right of pedestrian and vehicular travel over and across the Construction Easement Property for egress and ingress to and from the Drainage Easement Property; and

b. the non-exclusive temporary right to use the Construction Easement Property for construction-related activities.

3. **Term of Easement.** This easement shall automatically terminate upon completion of the construction of the Ponds.

4. **Common Use of Easements.** All easements granted in this Agreement are non-exclusive and granted subject to the rights of The Health Authority, its successors and assigns, to use the Construction Easement Property for all purposes not inconsistent with the easements granted herein.

5. **Filling and Mitigation of Wetlands.** FDOT has obtained a permit from the St. Johns River Water Management District ("SJRWMD") to fill the wetlands within the Construction Easement Property and has purchased a mitigation area to offset the loss of those wetlands. The FDOT shall fill the wetlands within the Construction Easement Property at its own expense and shall bear all costs of monitoring, administering, and managing any mitigation areas associated with those wetlands. Upon termination of this Easement, the FDOT shall assign to The Health Authority or its designee any SJRWMD permits associated with the Construction Easement Property ~~and those wetland mitigation areas.~~

6. **Indemnification.** The FDOT shall indemnify and hold harmless The Waverley Group, St. Johns County, and The Health Authority from and against any and all liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, attorneys' fees (at all levels of the proceedings), any and all expenses incurred in investigation, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting to, imposed upon, or incurred or suffered by The Waverley Group, St. Johns County, or The Health Authority, directly or indirectly, as a result of or arising out

of the sole negligence attributable to of the FDOT in connection with the construction of the Ponds or the utilization of the Construction Easement. The FDOT shall require the general contractor on the Pond construction project to name The Waverley Group, St. Johns County, and The Health Authority as additional insureds on any liability insurance policy issued to the general contractor in connection with the Pond construction.

7. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

9. **Section Headings.** The Section Headings in this agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this agreement or any of its provisions.

10. **Judicial Interpretation.** Should any of the provisions of this Agreement require judicial interpretation, the court interpreting or construing this Agreement shall not apply a presumption that its terms are to be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared it, it being agreed that the agents of all parties have participated in the preparation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and

year first above written.

Signed, sealed and delivered
in the presence of:

THE ST. JOHNS COUNTY HEALTH
AUTHORITY, INC., a Florida corporation
not-for-profit

Witness: _____

By: _____

Its President

Witness: _____

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

Witness: _____

By: _____

Its

Witness: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 1998, by John D. Bailey, Sr., president of The St. Johns County Health Authority, Inc., a Florida corporation, on behalf of the corporation. He () is personally known to me or () has produced Florida Driver's License Number _____ as identification.

Notary Public

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 1998, by _____, the _____ of The State of Florida Department of Transportation, on behalf of the department. He () is personally known to me or () has produced Florida Driver's License Number _____ as identification.

Notary Public

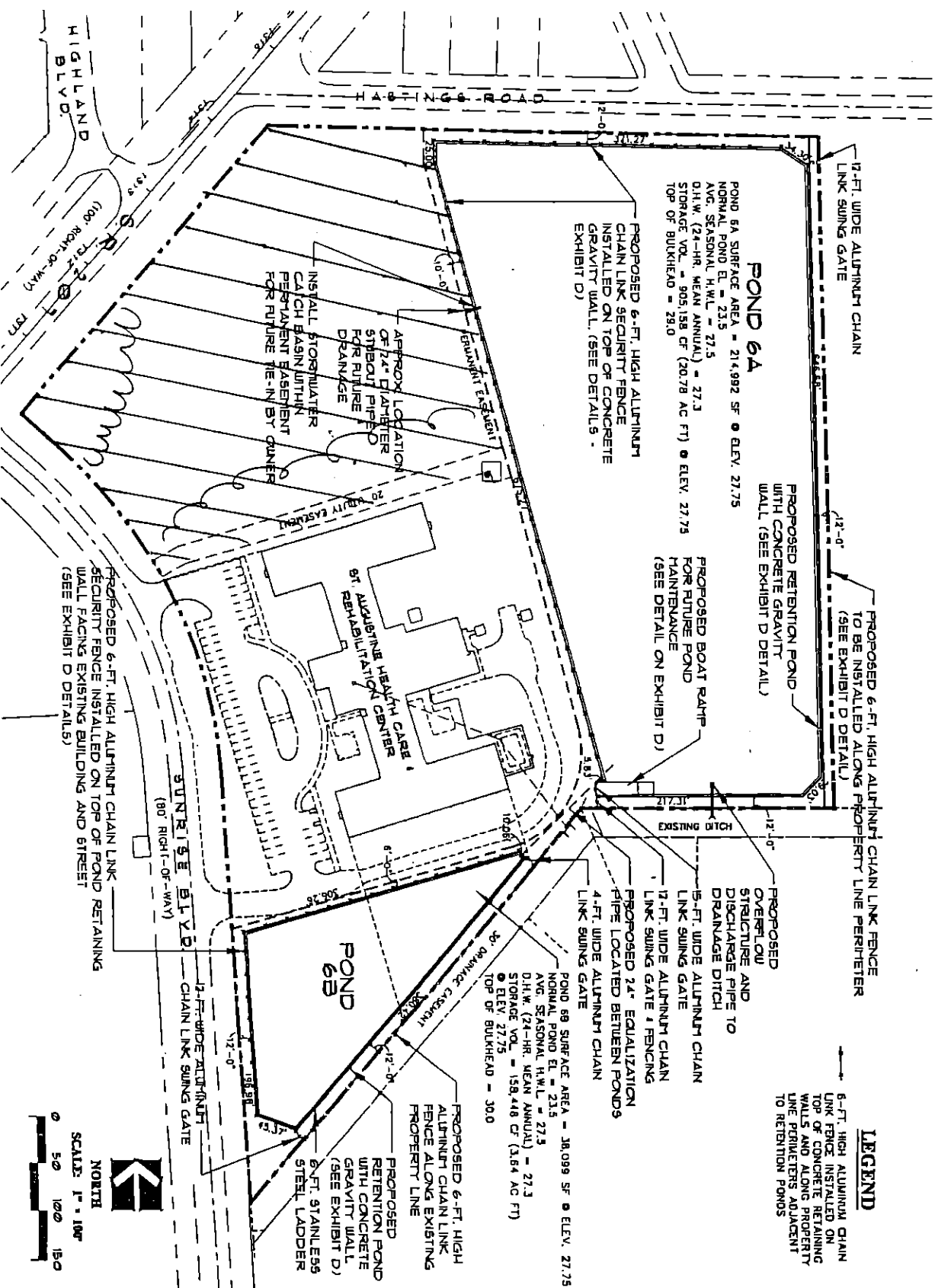
ST. AUGUSTINE HEALTH CARE AND REHABILITATION CENTER

TEMPORARY EASEMENT DESCRIPTION

[INCOMPLETE AS OF 8/24/98]

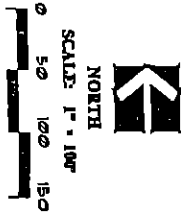
EXHIBIT

A-2



LEGEND

5-FT. HIGH ALUMINUM CHAIN LINK FENCE INSTALLED ON TOP OF CONCRETE RETAINING WALLS AND ALONG PROPERTY LINE PERIMETERS ADJACENT TO RETENTION PONDS



EXHIBIT

F

(Proposed)

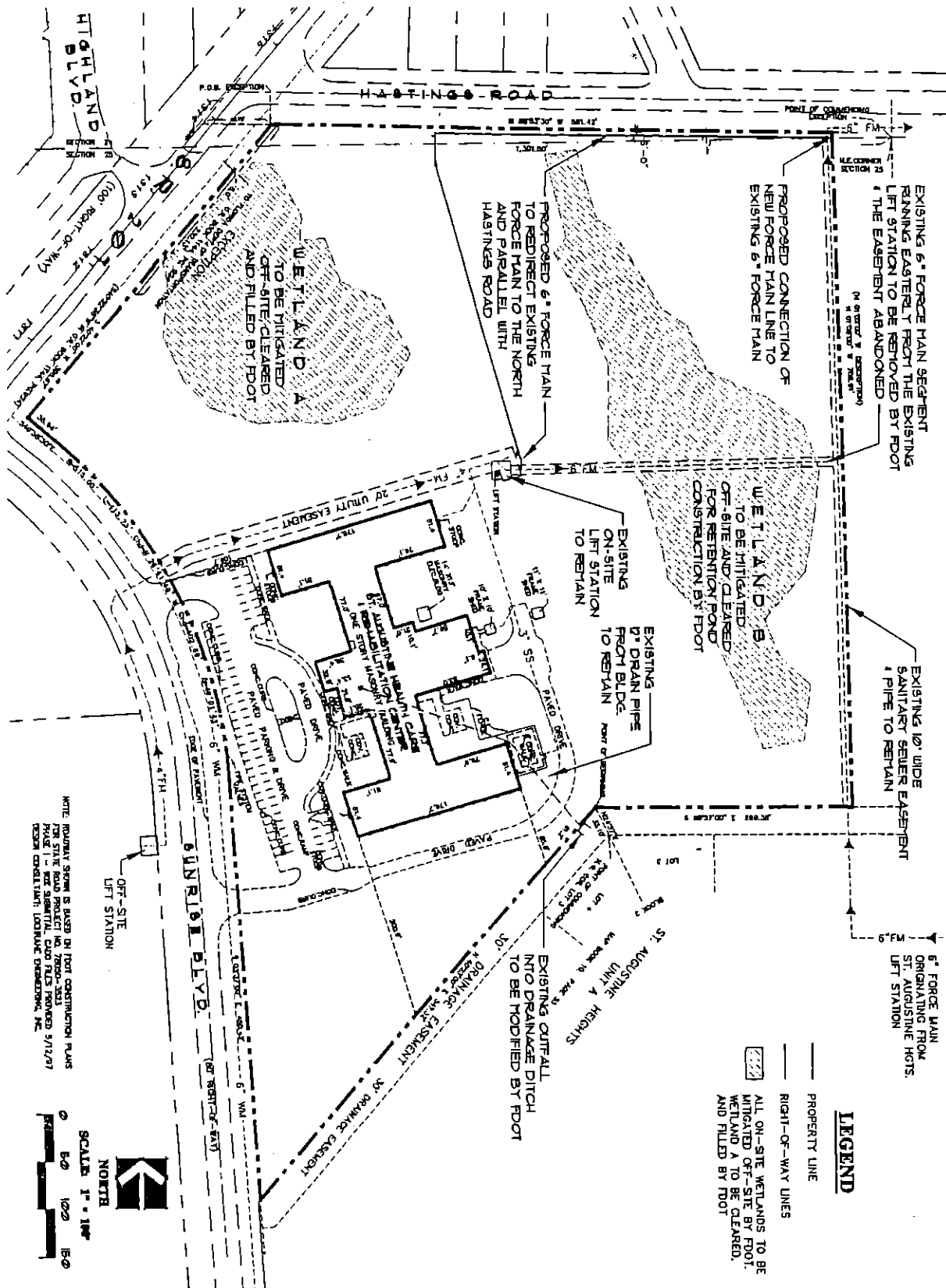
GENESIS GROUP

PARCEL 153
PROPOSED RETENTION PONDS WITH FENCING AND BOAT RAMP

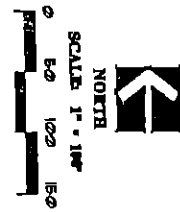
EXHIBIT C

DATE: 1/19/04 3 OF 4

PROPOSED T&E
(TREE EROSION ALERNS TO BE DETERMINED)



NOTE: ROUTING SHOWN IS BASED ON FOOT CONSTRUCTION PLANS FOR SITE ROAD PROJECT NO. 27800-3000. PROJECT - SEE MAIN LAYOUT FOR DETAILED DESIGN CONSULTANT: URBANIC ENGINEERING, INC.



LEGEND

— PROPERTY LINE

— RIGHT-OF-WAY LINES

ALL ON-SITE WETLANDS TO BE MITIGATED OFF-SITE BY FOOT. WETLAND A TO BE CLEARED, AND FILLED BY FOOT.

EXHIBIT

H

GENESIS
G R O U P

PARCEL R3
IMPACTS ON
EXISTING CONDITIONS

EXHIBIT A

DATE: 12/18/09 1 OF 4