

RESOLUTION NO. 2001 - 183

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A CERTAIN AGREEMENT BETWEEN OLD PALM VALLEY HOME OWNERS ASSOCIATION AND ST. JOHNS COUNTY WHEREBY ST. JOHNS COUNTY WILL OWN AND MAINTAIN THE STREETS, THOROUGHFARES AND RIGHTS-OF-WAY WITHIN THE OLD PALM VALLEY SUBDIVISION PROVIDED THE HOMEOWNERS ASSOCIATION AGREES TO MAKE CERTAIN CHANGES AND REPAIRS TO THE ROADWAY AND DRAINAGE FACILITES AS OUTLINED IN THIS AGREEMENT.

**WHEREAS**, Old Palm Valley Home Owners Association Inc., ("Old Palm Valley") has requested that St. Johns County, a political subdivision of the State of Florida, accept the streets, thoroughfares and rights-of-way located within Old Palm Valley Subdivision Units 1,2, and 3; and

**WHEREAS**, St. Johns County will agree to accept the streets, thoroughfares and rights-of-way providing adequate provisions are made with regard to the maintenance and repair of existing roadway, drainage, signage and pedestrian facilities located within said rights-of-way.

**NOW, THEREFORE**, be is **RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows.

Section 1. The Board hereby approves the Agreement in substantially the form attached hereto and authorizes the County Administrator to execute said Agreement.

Section 2. The Clerk is instructed to file the original Agreement and mail executed copies of this Resolution and the Agreement to Old Palm Valley Homeowners Association, Inc., President, 236 Shell Bluff Court, Ponte Vedra Beach, Florida 32082.

**PASSED and ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 11<sup>th</sup> day of September, 2001.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

By: Marc A. Jacalone  
Marc A. Jacalone, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: Cheryl Strickland  
Deputy Clerk

Exhibit "A" to Resolution

AGREEMENT

THIS AGREEMENT dated as of the 13<sup>th</sup> day of August, 2001 by Old Palm Valley Homeowners Association, Inc., (hereinafter "Home Owners Association") and St. Johns County, Florida, a political subdivision of the State of Florida (hereinafter "County").

RECITALS

**WHEREAS**, the Home Owners Association has requested the County accept the streets, thoroughfares and rights-of-way as shown on plats of Old Palm Valley, according to the plats thereof recorded in Map Book 26, Pages 29-33; Map Book 26, Pages 58-61; and Map Book 27, Pages 65-68, public records of St. Johns County, Florida, (hereinafter "rights-of-way"); and

**WHEREAS**, the County contacted a Utility Contractor, and a clearer understanding of the nature and extent of deficiencies in the drainage system has been arrived at through further visual inspection; and

**WHEREAS**, acceptance of these rights-of-way by the County requires provisions for the repair by the Home Owners Association of deficiencies existing in the drainage system as described and itemized in **Exhibit "A"**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the County has contacted a Paving Contractor, on behalf of the Home Owners Association and they have given an estimated cost and acceptance of these rights-of-way by the County requires provisions for the repair by the Home Owners Association of deficiencies existing in the road surface as described and itemized in **Exhibit "B"**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the County has contacted several Contractors specializing in various aspects of bridge replacement, on behalf of the Home Owners Association, and they have given estimated costs to replace the wooden pedestrian bridge with a prefabricated concrete pedestrian bridge as described and itemized in **Exhibit "C"**, incorporated herein by reference; and

**WHEREAS**, the St. Johns County Traffic and Transportation Section estimates that the cost to fabricate and install the needed signs will be one thousand two hundred and twenty dollars (\$1,220) as described and itemized in **Exhibit "D"**, incorporated herein by reference; and

**WHEREAS**, the Home Owners Association have persevered in their request that the County accept streets, thoroughfares and rights-of-way of Old Palm Valley Subdivision, Units 1, 2, and 3 and the County Engineer has inspected and verified that with the repairs as described in **Exhibits "A" and "B"** the roads will meet County standards as outlined in St. Johns County Ordinance 86-4.

**NOW THEREFORE** it is agreed:

1. The above recitals are incorporated by reference and made a part hereof.

2. The County will accept ownership and maintenance of the rights-of-way and the drainage facilities located within the rights-of-way after the deposit of \$ 47,358.00, monies, sufficient to correct drainage system and roadway deficiencies, replace the pedestrian bridge and bring aforementioned signage into compliance have been placed in Escrow. These monies are to be used for the purposes indicated in **Exhibits "A", "B", "C" and "D"**. Such funds shall be deposited in a mutually agreed upon Escrow account directly subsequent to the acceptance of this Agreement.

3. The Home Owners Association will maintain all other drainage facilities not located within the rights of way: drainage ways, ponds, lakes and tracts together with all easements for conservation, water, sewer, drainage, maintenance, cable television and telephone service and other easements as dedicated to them in the plats of Old Palm Valley Units 1, 2, and 3, according to plats thereof recorded in Map Book 26, Page 29-33; Map Book 26, Pages 58-61; and Map Book 27, Pages 65-68, public records of St. Johns County, Florida, (hereinafter "HOA Easements") and will insure that drainage from the Road Rights-Of-Way will have positive outfall through the drainage easements to the lakes. Should Home Owners Association not satisfactorily maintain said HOA Easements, the County may, at its election, enter said HOA Easements for the purpose of conducting necessary maintenance. If the County so elects, it shall first give the Home Owners Association 30 days written notice in which time the Home Owners Association may correct or complete the necessary maintenance. In any event, the Home Owners Association shall be responsible for all costs associated with said maintenance. The County will in no way become responsible for any activity or payment as specified in the agreement between BAT of Palm Valley, Inc. and the developers of the Plantation, as recorded in OR 955 Page 844.

4. The Home Owners Association will provide the County for the subject property (a) a title opinion or title certificate confirming current ownership in the Home Owners Association and listing all record encumbrances; (b) delivery to the County of a Warranty Deed, free and clear of all encumbrances conveying fee simple title from the current owners to St. Johns County, Florida, a political subdivision of the State of Florida; and (c) payment of Title Insurance Policy in the amount of Ten Thousand (\$10,000.00) dollars insuring the County's interest in said rights-of-way.

5. The Home Owners Association will be responsible for all Property Taxes until the County accepts the road rights-of-way.

6. The Home Owners Association will be responsible for all mowing and landscaping of the rights-of-way. The Home Owners Association will insure that mowing, edging, sweeping, tree trimming, fertilizing and litter removal will be at least to the minimum County standards for subdivision rights-of-way and that landscaping shall not interfere with the sight-distance requirements pertaining to intersections and driveways.

7. The Parties acknowledge that this Agreement will allow the County to permit future utility installation and repair work on the rights-of-way.

8. The Home Owners Association will be responsible for the maintenance of fencing in the rights-of-way.

9. The Home Owners Association has the right to, in its sole discretion, remove some or all of the fencing from the rights-of-way.

10. The County will be responsible for the maintenance of sidewalks within the rights-of-ways; the County will replace the existing wooden bridge with a pre-fabricated concrete bridge at the expense of the Old Palm Valley Home Owners Association. This improvement's cost is listed and included in Exhibit "C" attached to this agreement and those costs will be included in the Escrow deposit as stipulated in Section 2 of this agreement.

11. The Home Owners Association will be responsible for the maintenance of the street lighting in the rights-of-way, and the operation and expense of said street lighting.

12. Signage. All traffic regulatory and street name signage shall be brought into compliance with St. Johns County Standards at the expense of the Home Owners Association. However, at its option, the Home Owners Association may elect to obtain, at its own expense, an independent estimate of this cost. Should the County find this independent estimate acceptable, the lesser of the two estimates will be used and the Home Owners Association will deposit in said Escrow account, monies sufficient to cover the cost associated with this estimate. Following installation, inspection and approval of the replacement signs, the County shall maintain this signage.

13. A Level One Environmental Study or acceptable update to the 1992 Level One Environmental Study, shall be completed by the Home Owners Association, and reviewed and approved by the County, prior to adoption of this agreement.

14. The Home Owners Association will indemnify and hold harmless the County from and against all claims, damages, losses and actions resulting from or arising out of any negligent act performed by the Home Owners Association or its officers, employees, or agents in the performance of any of the duties required of the Home Owners Association in the rights-of-way according to this agreement.

15. This agreement may be amended in writing executed with the same formalities as the original.

16. This agreement shall be construed and enforced in accordance with the laws of the State of Florida, Jurisdiction and venue for any dispute hereunder shall be in the Circuit Court of St. Johns County.

17. The executed original of this agreement shall be filed with the Clerk of the Board of County Commissioners of St. Johns County, and each party shall receive a certified copy of the recorded agreement.

18. This agreement shall be effective upon approval by the Board of County Commissioners authorizing the execution of the agreement by the County Administrator, executed by all parties hereto.

19. This agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto.

20. If any section, phrase, sentence or portion of the agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions thereof.

21. Nothing in this agreement shall be construed as transferring the County's ownership of Tract "E" as shown on plat of Old Palm Valley Unit 1 as recorded in Map Book 26, Pages 29 through 33 of the public records of said County.

22. Notices or correspondence related to this agreement shall be sent to the following:

**For Old Palm Valley Home Owners Association, Inc.**  
Old Palm Valley Homeowner's Association, Inc.  
C/O Samuel Van Leer, President  
P. O. Box 878  
Ponte Vedra Beach, FL 32004-0878

**For St. Johns County**  
County Administrator  
P. O. Drawer 349  
St. Augustine, FL 32085-0349

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

Signed, sealed and delivered  
In the presence of

Old Palm Valley Home Owners  
Association

Witness Celia Rigby  
Celia Rigby  
(type or print name)

By: Samuel Van Leer

President  
236 Shell Bluff Court  
Ponte Vedra, FL 32082

Witness Catherine Crose  
Catherine Crose  
(type or print name)

Patricia A. Courtney



Patricia A Courtney  
My Commission CC884703  
Expires August 18, 2003

8/13/01

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(type or print name)

St. Johns County, Florida

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
**Ben W. Adams, Jr.**  
County Administrator  
P. O. Drawer 349  
St. Augustine, FL 32085-0349

**ST. JOHNS COUNTY, FLORIDA**  
*Board of County Commissioners*



*Director, Public Works*  
*Public Works Department*

*PO Drawer 349*  
*Saint Augustine, FL*  
*32085-0349*

*PHONE (904) 823-2449*  
*FAX (904) 923-2585*

**Exhibit "A"**

**Estimated Costs of Repair of Drainage Deficiencies**

• <i>Clean 2800' storm drain X \$8/ft.....</i>	<i>\$22,400.00</i>
• <i><u>Repair 35 catch basins: 35 X \$250.00/ea.....</u></i>	<i><u>\$8,750.00</u></i>
<i><b>Total .....</b></i>	<i><b>\$31,150.00</b></i>

EXHIBIT "B"

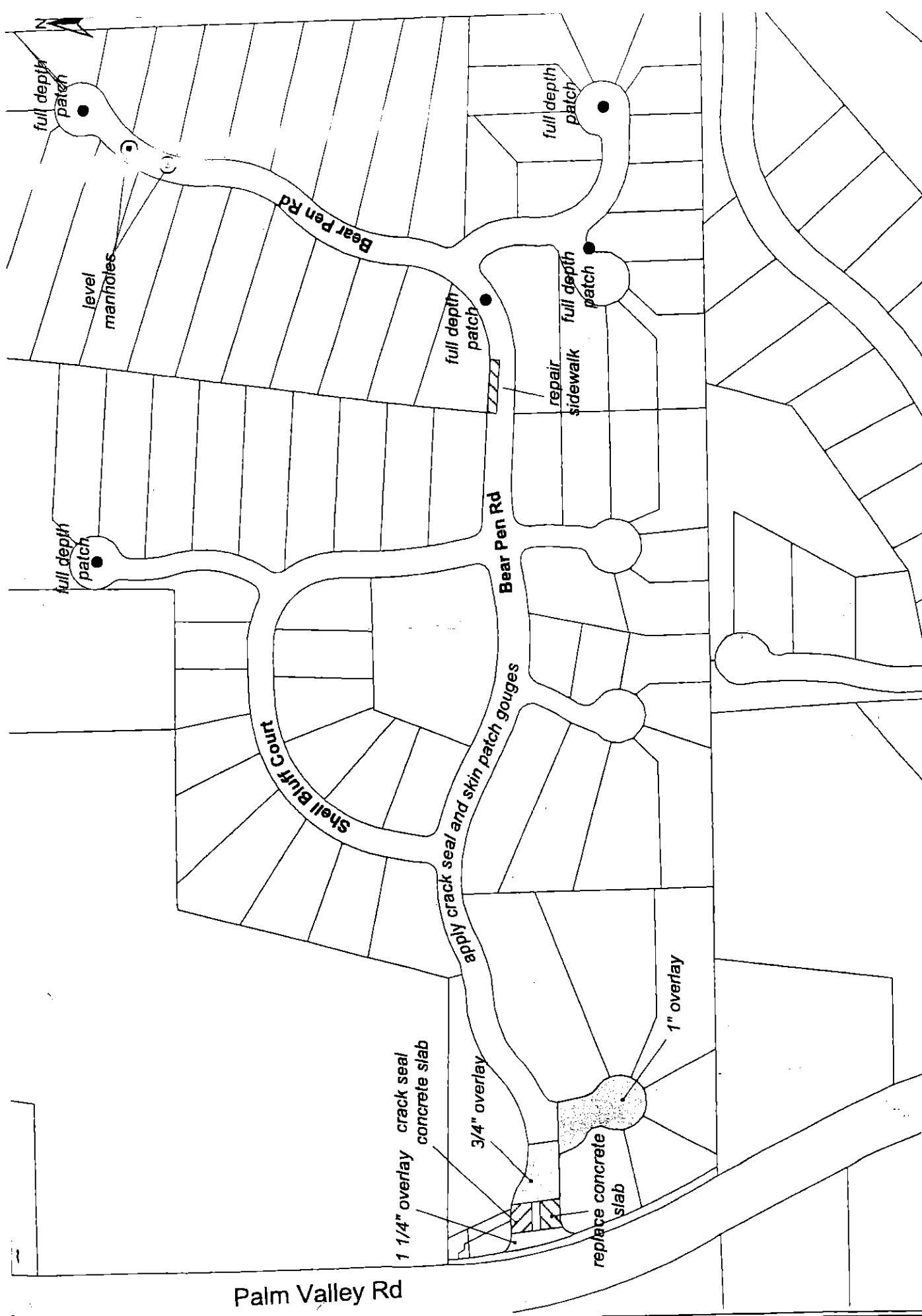
PROJECT: OLD PALM VALLEY SUBDIVISION  
 DESCRIPTION: ESTIMATE OF ROADWAY REPAIRS

TABULATION OF QUANTITIES

<u>ROAD NAME</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Bear Pen Road	Type S Asphaltic Concrete	Ton	40	\$40.00	\$1,600.00
	Type S Asphaltic Concrete (Patch)	Ton	14	\$125.00	\$1,750.00
	Optional Base Limerock - 8 "	C.Y.	24	\$46.00	\$1,104.00
	Asphalt Crack Sealing	L.F.	125	\$2.00	\$250.00
	Concrete Sidewalk (4" thick)	S.Y.	2.67	\$15.00	\$40.00
	Replace Concrete Slab	L.S.	1	\$3,000.00	\$3,000.00
	Concrete Curb and Gutter	L.F.	40	\$10.00	\$400.00
Cypress Pond Court	Type S Asphaltic Concrete	Ton	40	\$40.00	\$1,600.00
Pitts Still Road	Type S Asphaltic Concrete (Patch)	Ton	2	\$125.00	\$250.00
	Optional Base Limerock 8"	C.Y.	4.17	\$46.00	\$192.00
Palm Bay Court	Type S Asphaltic Concrete (Patch)	Ton	1	\$125.00	\$125.00
	Optional Base Limerock - 8"	C.Y.	2.1	\$46.00	\$97.00
Twin Cedar Court	Type S Asphaltic Concrete (Patch)	Ton	2	\$125.00	\$250.00
	Optional Base Limerock - 8"	C.Y.	5	\$46.00	\$230.00
	Asphalt Crack Sealing	L.F.	5	\$2.00	\$10.00
	<b>Sub-total</b>				\$10,898.00
	<b>10% Contingency</b>				\$1,090.00
	<b>Total</b>				<u>\$11,988.00</u>

15-Aug-00





This map is for informational purposes only and should not be used for any other purpose. The user assumes all liability for any use of this map. The user assumes all liability for any use of this map.



**ST. JOHNS COUNTY, FLORIDA**  
*Board of County Commissioners*



*Director, Public Works*  
*Public Works Department*

*PO Drawer 349*  
*Saint Augustine, FL*  
*32085-0349*

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*FAX (904) 923-2585*

**Exhibit "C"**

**Design and Cost Estimate of Bridge Replacement**

The following is the breakdown of the cost to replace the wooden pedestrian bridge with a pre-fabricated concrete pedestrian bridge.

- Demo Concrete Foundation and Placement ..... \$813.00
- Pre-cast Walkway Slab – 4’ - 6” X 16”-0” X 5” ..... \$1200.00
- Aluminum Handrails – Installed ..... \$ 737.00
- Miscellaneous Materials to Install Handrails ..... \$ 250.00

**TOTAL      \$3,000.00**

**ST. JOHNS COUNTY, FLORIDA**  
*Board of County Commissioners*



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**Exhibit "D"**

**Old Palm Valley Subdivision Units I, II, III**

**Estimated Cost of Fabrication and Installation Necessary to bring Signage into Compliance**

The following is the total costs associated with changes to traffic regulatory and street-name signage necessary to bring such in to compliance with St. Johns County Standards.

**COST.....\$1220.00**