

RESOLUTION NO. 2006- 57

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT FOR A RETENTION POND REQUIRED FOR THE DRAINAGE TO BRINKHOFF ROAD AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE EASEMENT AGREEMENT.

RECITALS

WHEREAS, the owner of property located on Brinkhoff Road has executed and presented to the County an Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, to construct Brinkhoff Road to County standards a retention pond is needed for drainage per the PUD for Treaty Ground Development; and

WHEREAS, once Brinkhoff Road is constructed there will be relief in the congestion at the intersection of Wildwood Drive and SR207; and

WHEREAS, the 100' right of way of Brinkhoff Road will be dedicated to the County; and

WHEREAS, acceptance of this easement will better serve the health, safety and welfare of the citizens in this area.

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 Easement Agreement and authorizes the County Administrator to execute the Easement Agreement.

Section 3. The Clerk is instructed to record the original Easement Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of March, 2006.

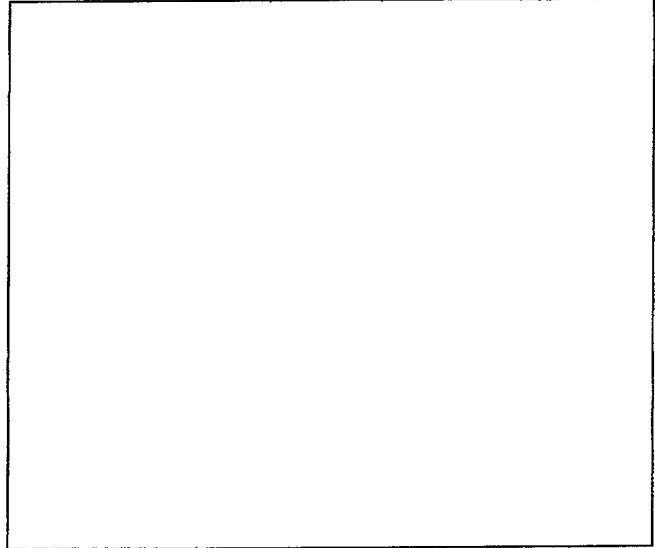
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk
By: Jerry Bulla
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

THIS INSTRUMENT PREPARED BY:
Douglas N. Burnett, Esquire
Rogers Towers, P.A.
170 Malaga Street, Suite A
P. O. Box 3504
St. Augustine, FL 32085-3504



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 31 day of JANUARY, 2006, BETWEEN K.S. Toney, whose address is Post Office Box 1648, Blowing Rock, North Carolina 28605, as Grantor, and St. Johns County Florida, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32080, as Grantee.

RECITALS

A. Grantor is the owner of Property located in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and referred to herein as the Grantor's Property:

B. Grantee is the owner of benefited property, including adjacent and connecting roadways, as well as the Treaty Park. Grantee is also the owner of right-of-way for the future construction of Brinkhoff Road.

C. Grantor desires to grant and Grantee desires to receive an easement for a retention pond and for drainage and right-of-way for the construction of Brinkhoff Road over, under and across a part of Grantors' Property.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

EASEMENT AGREEMENT

Confirmation of Recitals. The foregoing recitals are incorporated herein by reference.

Grant of Easement. Grantor hereby grants, conveys and transfers to Grantee, his successors, and assigns, a perpetual, non-exclusive easement for a retention pond and for drainage of storm and surface waters and right-of-way on or over property located in St. Johns County, Florida, being described more particularly in the attached Exhibit "B," hereinafter the Easement Premises

Reservation of Grant. Grantor hereby reserves the following rights:

Continued Use. The right to use the Easement Premises for all purposes which do not interfere with the rights granted herein. Notwithstanding the foregoing, Grantee expressly consents and agrees to Grantor's continued use of the Easement Premises for his own drainage of storm and surface waters from Grantor's Property to the extent there is excess capacity in the retention pond area after the construction of Brinkhoff Road.

Relocation. The right to relocate the Easement Premises on Grantor's Property and the retention pond and any drainage pipes and facilities located therein at anytime, provided:

- (i) Grantor pays all costs of relocating the retention pond and drainage pipes and facilities within the Easement Premises; and
- (ii) the relocated retention pond and drainage pipes and facilities have the same capacity as the original retention pond; and
- (iii) the relocated retention pond and drainage pipes and facilities are installed and constructed in compliance with all governmental regulations.

At Grantor's request, and upon relocation of such retention pond and drainage pipes and facilities at Grantor's expense, Grantee shall execute and deliver to Grantor an instrument in recordable form relocating the Easement granted herein to the new location designated by Grantor.

Maintenance of the Easement Premises/Improvements. Grantee may improve the Easement Premises by installing and constructed a retention pond, paved road and utilities for water, sewer or other services, at its expense. Grantee shall, at its expense, maintain all improvements installed or constructed by Grantee. Grantee shall hold the Grantor harmless from any liability for injuries or damages arising out of Grantee's use of the Easement Premises and/or the installation and maintenance of any improvements therein.

Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto.

Entire Agreement. No prior or present agreements or representations shall be binding upon the parties unless included in this easement agreement. No modification or termination in this easement agreement shall be valid or binding upon the parties unless it is in writing and executed by the party or parties to be bound thereby.

Severability. Should any one or more of the provisions of this easement agreement be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto.

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

Governing Law. This easement agreement shall be governed by the laws of the State of Florida.

Venue. The parties agree that any suit, action or other legal proceeding arising out of this easement agreement shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action or proceeding arising out of this easement agreement be brought in any other jurisdiction or venue and specifically waive any right to trial by jury.

Effective Date. This easement agreement shall be effective on the date of the last signature of the parties hereto.

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

GRANTOR:

K.S. Toney

Witness: Brandey Cantorras

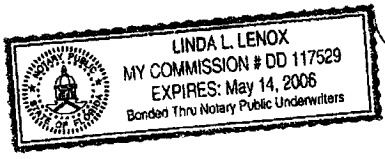
K.S. Toney

Brandey Cantorras
(type or print name)

Witness: Linda L. Lenox
(type or print name)

STATE OF Florida
COUNTY St. Johns

The foregoing instrument was acknowledged before me this 31 day of Jan, 2006, by K.S. Toney who is personally known to me or who has produced FLDLT500517130030 as identification.



Linda L. Lenox
Notary Public, State of Florida
Name: Linda L. Lenox

My Commission Expires 5-14-06
My Commission Number is: DD117529

GRANTEE:

St. Johns County, Florida

Witness: _____
(type or print name)

By: _____
(Name Printed)

Witness: _____
(type or print name)

Its: _____

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

A PART OF SECTION 2,
TOWNSHIP 8 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA,

BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 2, THENCE SOUTH $00^{\circ}47'42''$ WEST, ALONG THE WEST LINE OF SAID SECTION 2, AS MONUMENTED, 1726.70'; THENCE NORTH $89^{\circ}16'36''$ EAST, 100.00' TO THE POINT OF BEGINNING; THENCE NORTH $00^{\circ}16'36''$ EAST, 150.00' THENCE SOUTH $00^{\circ}47'42''$ WEST, 367.21'; THENCE NORTH $89^{\circ}19'31''$ EAST, ALONG THE PROJECTED SOUTH LINE OF PARCEL RECORDED IN O.R. 775, PAGE 1994, OF THE PUBLIC RECORDS OF SAID COUNTY, 683.65' TO THE WEST RIGHT-OF-WAY LINE OF WILDWOOD DRIVE; THENCE SOUTH $18^{\circ}39'44''$ EAST, ALONG SAID RIGHT-OF-WAY LINE, 199.82' TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 922.37', DELTA OF $18^{\circ}20'22''$ AND TANGENT LENGTH OF 148.89'; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 295.24' TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $00^{\circ}18'37''$ EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 23.39' TO THE NORTH RIGHT-OF-WAY LINE OF BRINKHOFF ROAD, AS MONUMENTED; THENCE SOUTH $89^{\circ}16'36''$ WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 953.22'; THENCE NORTH $00^{\circ}47'42''$ EAST, ALONG THE EAST LINE OF A PARCEL DESCRIBED IN O.R. 836, PAGE 1610, OF SAID PUBLIC RECORDS, 872.00' TO THE POINT OF BEGINNING.



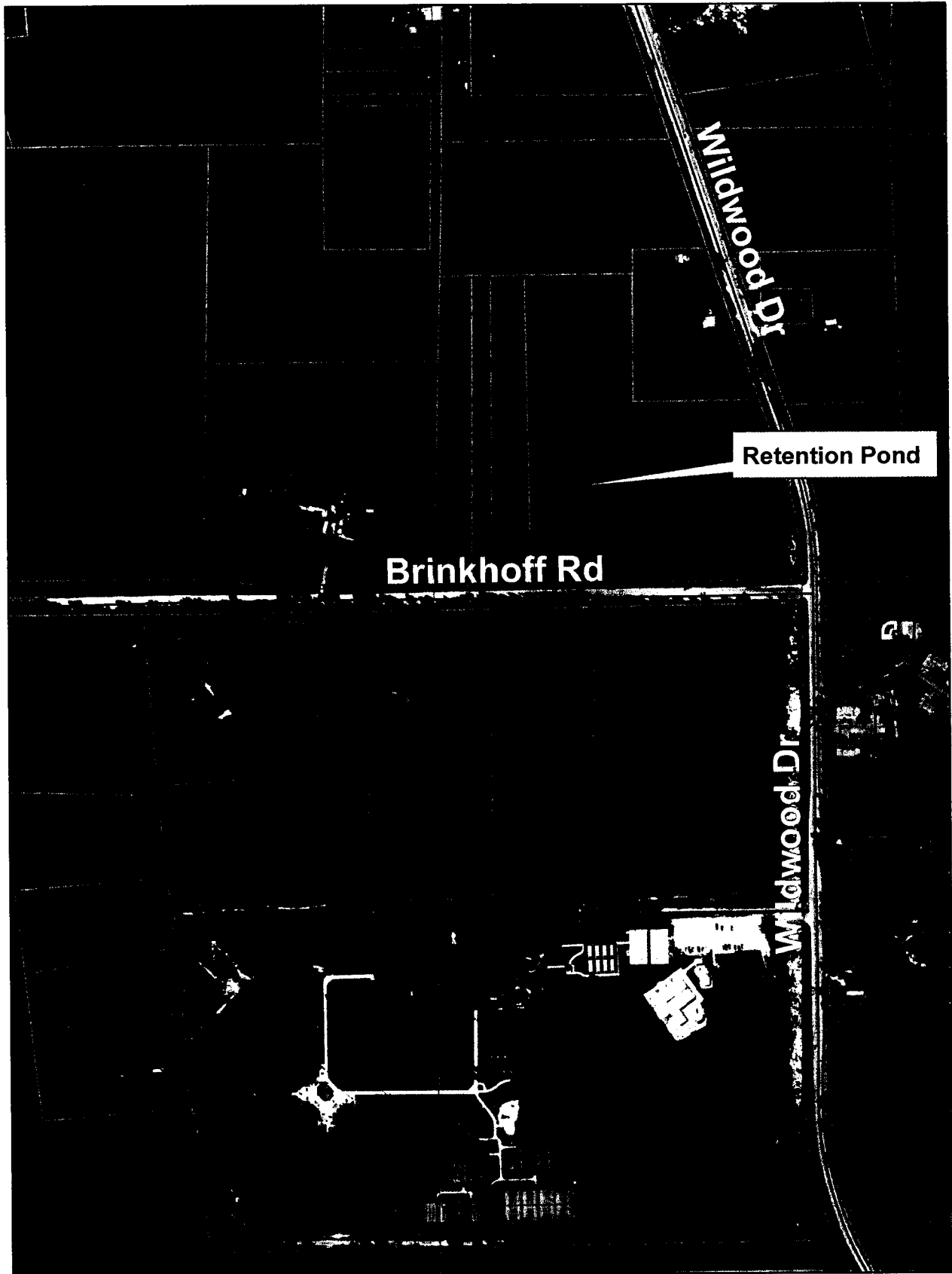
A PART OF SECTION 2,
TOWNSHIP 8 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA,

BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 2, THENCE SOUTH 00°47'42" WEST, ALONG THE WEST LINE OF SAID SECTION 2, AS MONUMENTED, 1726.70'; THENCE NORTH 89°16'36" EAST, 250.00'; THENCE SOUTH 00°47'42" WEST, 367.21' TO THE POINT OF BEGINNING; THENCE NORTH 89°19'31" EAST, 203.00'; THENCE SOUTH 00°00'00" EAST, 280.00'; THENCE SOUTH 90°00'00" WEST, 99.00'; THENCE SOUTH 00°00'00" EAST, 245.73' TO THE NORTH RIGHT OF WAY LINE OF BRINKHOFF ROAD; THENCE SOUTH 89°16'36" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 30.00'; THENCE NORTH 00°00'00" EAST, 248.00'; THENCE SOUTH 90°00'00" WEST, 30.00'; THENCE NORTH 40°00'00" WEST, 175.00'; THENCE NORTH 65°00'00" WEST, 57.00'; THENCE NORTH 00°00'00" EAST, 30.55'; THENCE NORTH 32°00'00" EAST, 38.12'; THENCE SOUTH 51°00'00" EAST, 54.00'; THENCE NORTH 89°19'31" EAST, 58.00' TO THE POINT OF BEGINNING.



BRINKHOFF ROAD



Disclaimer: This map is provided by the St. Johns County Real Estate Division and is for estimate purposes only. The Real Estate Division disclaims all responsibility for the accuracy or completeness of data shown herein. Data are from multiple sources with varying degrees of accuracy. This map should not be used for final site-specific land use decisions.



PREPARED BY:
ST. JOHNS COUNTY
REAL ESTATE DIVISION