

RESOLUTION NO. 2007- 319

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TRANSFER OF A POND SITE ON SR207 OWNED BY STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY QUIT CLAIM DEED TO HELP WITH DRAINAGE FOR ROLLING HILLS DRIVE IMPROVEMENTS AND AUTHORIZING THE CHAIR TO EXECUTE A PERPETUAL EASEMENT AND AN AGREEMENT FOR MAINTENANCE TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION OVER THE POND SITE.

RECITALS

WHEREAS, the State of Florida Department of Transportation has agreed to convey by Quit Claim Deed a 23.27 acre parcel including a pond to St. Johns County, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, St. Johns County will then execute a Perpetual Easement to the State of Florida Department of Transportation for use of the pond, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the State of Florida Department of Transportation requires an Agreement for Maintenance on Florida Department of Transportation right of way to be executed, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, St. Johns County accepting this property by Quit Claim Deed and giving the State of Florida Department of Transportation a Perpetual Easement over this property and executing the Agreement for Maintenance will keep the expense to a minimum since St. Johns County will not have to purchase additional property to construct a pond for the improvements to Rolling Hills Drive.

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 terms of the Quit Claim Deed and authorizes the Chairman to execute the Perpetual Easement and Agreement for Maintenance on Florida Department of Transportation right of way.

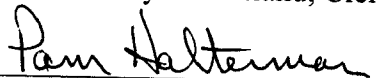
Section 3. The Clerk is instructed to record the Quit Claim Deed, Perpetual Easement and Agreement for Maintenance in the Official Records Book of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 30 day of October, 2007.

ST. JOHNS COUNTY, FLORIDA

By: 
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 11/2/07

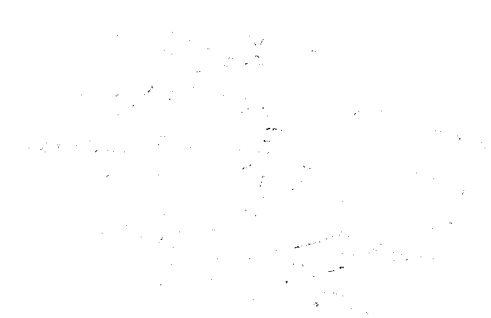


EXHIBIT "A" TO RESOLUTION

Date: May 31, 2007
Prepared under the supervision of:

_____, Attorney
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

COUNTY OF : St. Johns
SECTION : 78050-2516
F.P. NO. : N/A
STATE ROAD: 207
PARCEL NO. : 192

QUITCLAIM DEED

THIS INDENTURE, MADE THIS _____ day of _____, 20____ by
and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, as the First
Party, and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose
address is _____ as the Second Party.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state
highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the First Party,
by action of the District Secretary, District Two, Department of Transportation on
_____ pursuant to the provisions of Section 337.25, Florida Statutes, has
agreed to quitclaim the land hereinafter described to the Second Party;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the First Party for and
in consideration of the premises and the sum of **One Dollar** and other valuable considerations to it
paid by the Second Party, the receipt of which is hereby **acknowledged**, does hereby remise,
release and quitclaim unto the Second Party, and assigns, forever, all the right, title and interest of
the State of Florida and/or the State of Florida Department of Transportation to the property
described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto
the Second Party.

COUNTY OF : St. Johns
SECTION : 78050 2516
F.P. NO : N/A
STATE ROAD : 207
PARCEL NO : 192

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District Two, and its seal to be hereunto affixed, attested by its Executive Secretary, District Two, on the date first above written.

Signed, sealed and delivered in our presence as witnesses

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Witness
Print Name : _____

BY: _____
Charles W. Baldwin, P.E.
District Secretary
District Two

Witness
Print Name : _____

ATTEST _____
Print Name _____
Executive Secretary,
District Two

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by CHARLES W. BALDWIN, P.E., District Secretary, District Two, and _____ Executive Secretary, District Two, for the State of Florida Department of Transportation, respectively, and who are personally known to me to be the persons described in and who executed the foregoing instrument.

Print Name _____
Notary Public
My Commission Expires _____

EXHIBIT "A" TO QUIT CLAIM DEED

"A 23.27 acre parcel of land in the Antonio Conovas Grant, Section 48, Township 7 South, Range 29 East, St. Johns County, Florida, being a portion of lands described in Official Records Book 689 Page 1208, public records of said county, and being more particularly described as follows:

For a Point of Commencement use the concrete monument at the Southeast corner of said Section 48; thence along the South line of said Section 48, South 89° 34' 57" West, 1351.0 feet to the Point of Beginning; thence North 27° 00' 18" East, 966.96 feet to a point on the Southerly right-of-way line of the 80 foot wide county road as described in Official Records Book 82, pages 125 and 126, public records of said county, said point being on a curve to the right, non-tangent to last line and having a radius, chord and chord bearing of 1313.57 feet, 381.77 feet and North 54° 38' 21" West; thence around the arc of said curve, 383.13 feet to the Point of Tangency of said curve; thence North 46° 16' 59" West along said right-of-way line, 793.51" (783.51) feet; thence leaving said right-of-way, South 43° 43' 02" West, 716.55 feet to a point in the center of the run of a natural drainage creek; thence along the next 27 courses following the center of said creek; thence South 76° 35' 55" East, 75.11 feet; thence South 29° 35' 49" East, 131.88 feet; thence South 00° 27' 03" West, 101.05 feet; thence South 85° 41' 15" East, 62.51 feet; thence South 43° 44' 14" East, 36.03 feet; thence South 84° 30' 51" East, 55.68 feet; thence South 42° 00' 17" East, 87.48 feet; thence South 68° 34' 42" East, 94.22 feet; thence South 07° 31' 03" East, 151.85 feet; thence South 61° 31' 54" East, 104.56 feet; thence South 08° 28' 22" West, 51.17 feet; thence South 00° 04' 40" East, 36.31 feet; thence South 45° 04' 22" East, 41.28 feet; thence South 55° 00' 32" East, 73.25 feet; thence South 75° 55' 33" East, 79.72 feet; thence South 21° 23' 35" East, 43.83 feet; thence South 32° 36' 10" East, 50.21 feet; thence South 09° 07' 57" East, 43.63 feet; thence South 41° 30' 17" East, 55.67 feet; thence North 54° 29' 34" East, 34.87 feet; thence South 16° 47' 46" East, 20.84 feet; thence South 23° 07' 39" West, 33.68 feet; thence South 06° 28' 31" West, 52.26 feet; thence South 17° 31' 14" East, 92.39 feet; thence North 76° 59' 41" East, 44.76 feet; thence South 50° 33' 08" East, 49.26 feet; thence North 89° 34' 57" East, 25.00 feet to the Point of Beginning."

T. S. #
Map Sheet #
Tax Parcel No.

EXHIBIT "B" TO RESOLUTION

This instrument prepared by
or under the direction of:
Kenneth S. Davis
District General Counsel
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 854.1
SECTION 78050-2516
F.P. NO. N/A
STATE ROAD 207
COUNTY OF St. Johns

PERPETUAL EASEMENT

THIS EASEMENT, made this _____ day of _____, 20____, by ST. JOHNS COUNTY, a political subdivision of the State of Florida, 4020 Lewis Speedway, P.O. Drawer 349, St. Augustine, Florida, 32084, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of stormwater retention in, over, under, upon and through the following described land in St. Johns County, Florida, viz:

"A 23.27 acre parcel of land in the Antonio Conovas Grant, Section 48, Township 7 South, Range 29 East, St. Johns County, Florida, being a portion of lands described in Official Records Book 689 Page 1208, public records of said county, and being more particularly described as follows:

For a Point of Commencement use the concrete monument at the Southeast corner of said Section 48; thence along the South line of said Section 48, South 89° 34' 57" West, 1351.0 feet to the Point of Beginning; thence North 27° 00' 18" East, 966.96 feet to a point on the Southerly right-of-way line of the 80 foot wide county road as described in Official Records Book 82, pages 125 and 126, public records of said county, said point being on a curve to the right, non-tangent to last line and having a radius, chord and chord bearing of 1313.57 feet, 381.77 feet and North 54° 38' 21" West; thence around the arc of said curve, 383.13 feet to the Point of Tangency of said curve; thence North 46° 16' 59" West along said right-of-way line, 793.51" (783.51) feet; thence leaving said right-of-way, South 43° 43' 02" West, 716.55 feet to a point in the center of the run of a natural drainage creek; thence along the next 27 courses following the center of said creek; thence South 76° 35' 55" East, 75.11 feet; thence South 29° 35' 49" East, 131.88 feet; thence South 00° 27' 03" West, 101.05 feet; thence South 85° 41' 15" East, 62.51 feet; thence South 43° 44' 14" East, 36.03 feet; thence South 84° 30' 51" East, 55.68 feet; thence South 42° 00' 17" East, 87.48 feet; thence South 68° 34' 42" East, 94.22 feet; thence South 07° 31' 03" East, 151.85 feet; thence South 61° 31' 54" East, 104.56 feet; thence South 08° 28' 22" West, 51.17 feet; thence South 00° 04' 40" East, 36.31 feet; thence South 45° 04' 22" East, 41.28 feet; thence South 55° 00' 32" East, 73.25 feet; thence South 75° 55' 33" East, 79.72 feet; thence South 21° 23' 35" East, 43.83 feet; thence South 32° 36' 10" East, 50.21 feet; thence South 09° 07' 57" East, 43.63 feet; thence South 41° 30' 17" East, 55.67 feet; thence North 54° 29' 34" East, 34.87 feet; thence South 16° 47' 46" East, 20.84 feet; thence South 23° 07' 39" West, 33.68 feet; thence South 06° 28' 31" West, 52.26 feet; thence South 17° 31' 14" East, 92.39 feet; thence North 76° 59' 41" East, 44.76 feet; thence South 50° 33' 08" East, 49.26 feet; thence North 89° 34' 57" East, 25.00 feet to the Point of Beginning."

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

Print Name: _____
Clerk (or Deputy Clerk)

St. Johns County, Florida,
By Its Board of County Commissioners

By: _____

Print Name: _____
It's Chairperson (or Vice-Chairperson)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, Chairperson (or Vice-Chairperson), who is personally
known to me or who has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____

**AGREEMENT FOR MAINTENANCE ON FLORIDA DEPARTMENT OF
TRANSPORTATION RIGHT OF WAY (ROW)**

This AGREEMENT made and entered into this ____ day of _____, 20____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "DEPARTMENT," and ST. JOHNS COUNTY hereinafter called the "PERMITTEE."

Whereas, the PERMITTEE has requested permission from the DEPARTMENT to accept ownership of and maintain Pond 5 as shown on FDOT construction plans for SR 207 dated 7/8/98, project 78050-3523 (pages 64 & 152 attached).

The Parties mutually agree as follows:

The PERMITTEE shall:

1. Assume responsibility for Pond 5.
2. Agree to accept the drainage from Department's roadway (SR 207) into the pond.
3. Assume maintenance of the pond.
4. Assume the St. Johns River Water Management District permit for the pond.
5. Maintain all facilities and site amenities added by the PERMITTEE that vary from the existing typical section constructed by the DEPARTMENT, as specified in this AGREEMENT.
6. NOT cut down any trees that have a caliper diameter of four inches (4") or greater when measured six inches (6") above the ground.
7. NOT cut any trees that were previously planted by the DEPARTMENT.
8. Acquire prior written permission from the DEPARTMENT to reduce, cut, or trim trees or vegetation on DEPARTMENT ROW.
9. NOT plant vegetation that upon maturity will obscure any existing permitted or otherwise lawful outdoor advertising as determined by the DEPARTMENT.
10. Conform all maintenance operations to DEPARTMENT standards.
11. Notify St. Augustine Maintenance by or before forty-eight (48) hours prior to commencing any type of maintenance on the DEPARTMENT ROW.

12. To the extent permitted by law, indemnify and hold harmless the **DEPARTMENT** and all **DEPARTMENT** employees from any claims, loss, damage, cost, charge or expense arising out of any act, action, neglect, or omission by **PERMITTEE** during the performance of this **AGREEMENT**.
13. Correct any work items the **DEPARTMENT** deems deficient on or before the twentieth (20th) day after the **PERMITTEE** receives a notice of deficiency from the **DEPARTMENT**.
14. Maintain proper insurance/insurance bond.

The **DEPARTMENT** shall:

1. Maintain ownership and maintenance responsibilities for the lateral ditch that transports stormwater run-off from SR 207 into Pond 5.
2. Issue a written notice to the **PERMITTEE**, if the **DEPARTMENT** determines that the work or a part thereof has not been satisfactorily completed, describing the nature of the deficiency.
3. If the **PERMITTEE** does not maintain the pond and it causes a problem on the Department's roadway, then the **DEPARTMENT** reserves the right to come in and take corrective action to rectify the drainage and charge the **PERMITTEE** for the work done.

Further:

1. The **DEPARTMENT** District 2 Secretary, or designee, will decide all questions and disputes of any nature relating to the performance of this **AGREEMENT**. The District Secretary's decisions regarding such questions or disputes relating to maintenance will be final and binding upon both parties.
2. The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **PERMITTEE** shall, at its own expense and on or before the sixtieth (60th) day after the date of termination, remove all of the improvements that the **DEPARTMENT** directs to be removed and return the ROW to its original condition. If the **PERMITTEE** fails to remove or relocate the improvements, the **DEPARTMENT** may remove, relocate, or adjust the improvements and the **PERMITTEE** shall be responsible for the cost of any removal, relocation, or adjustment.
3. The improvements covered by this **AGREEMENT** may be removed, relocated, or adjusted by the **DEPARTMENT** at any time as determined necessary by the **DEPARTMENT** in order to widen, alter, or otherwise change the road or ROW to meet future criteria, construction, or plans of the **DEPARTMENT**. The **DEPARTMENT** shall give the

PERMITTEE notice on or before the sixtieth (60th) day prior to the date of removal, alteration, or adjustment of improvements, so that the **PERMITTEE** can remove the improvements.

4. This **AGREEMENT** may not be assigned or transferred by the **PERMITTEE** without the signed, written consent of the **DEPARTMENT**. The **PERMITTEE** may use its employees or third parties to complete the project. The **PERMITTEE** remains responsible for the proper performance under this **AGREEMENT** and shall take all necessary steps to ensure that its employees and third parties perform as required under this **AGREEMENT**.
5. This **AGREEMENT** will be governed by and construed in accordance with the laws of the State of Florida and venue shall be in the County in which the project is performed.
6. All maintenance of traffic will conform to the current **DEPARTMENT** Design Standards, Index Number 600 Series.
7. Any waste generated by the project will be removed from the **DEPARTMENT** ROW and transported and disposed of in a legal and appropriate manner.
8. If not otherwise in default, this **AGREEMENT** shall be perpetual from the date of approval.

Witnesses

State of Florida

Department of Transportation

By: _____

James F. Hannigan, Jr., P.E.

District Maintenance Engineer

Attest: _____

(seal)

Witnesses

By: _____

Print Name: _____

Address: _____

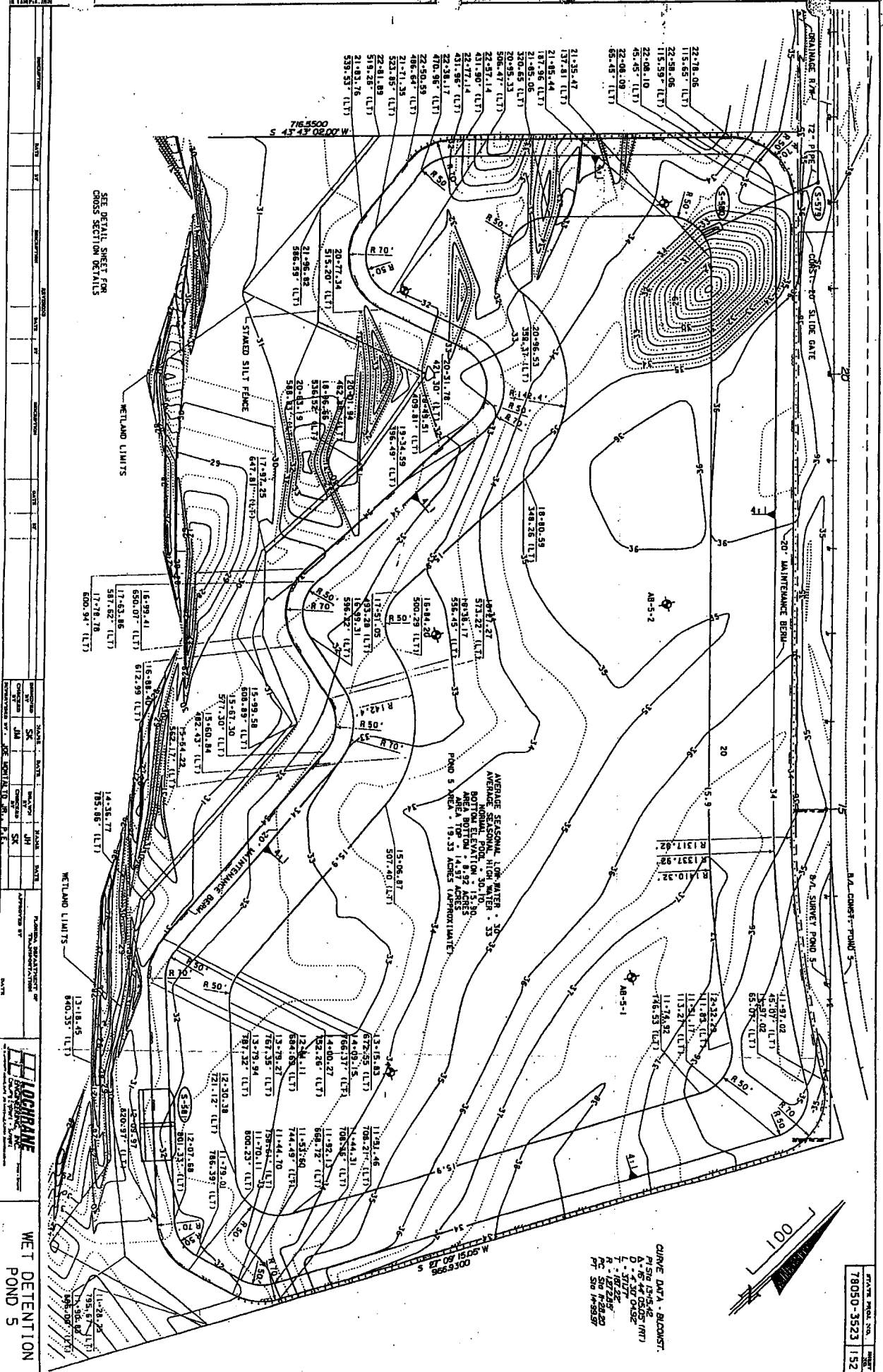
Telephone Number: _____

District General Counsel

EXHIBIT "A" TO AGREEMENT FOR MAINTENANCE

"A 23.27 acre parcel of land in the Antonio Conovas Grant, Section 48, Township 7 South, Range 29 East, St. Johns County, Florida, being a portion of lands described in Official Records Book 689 Page 1208, public records of said county, and being more particularly described as follows:

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SEE DETAIL SHEET FOR
CROSS SECTION DETAILS

WETLAND LIMITS

WETLAND LIMITS

WET DETENTION
POND 5



WET DETENTION
POND 5

PRIVATE RECORD NO. 152
78050-3523

CURVE DATA - BLOCKST.
PI STA 1745.42
A = 16' 44" (5.005 INT)
D = 4.37' (1.332)
L = 102.25'
R = 102.25'
PC STA 1735.20
PTC STA 1755.50

AVERAGE SEASONAL LOW WATER = 30'
NORMAL POOL = 30'
BOTTOM ELEVATION = 15.30'
WATER DEPTH = 8.57' AHEAD
WETLAND AREA = 1.53 ACRES
POND 5 AREA = 19.33 ACRES (APPROXIMATE)

716.5500
S 41° 43' 02.00" W

Pamela Halterman

From: Debbie Taylor
Sent: Tuesday, January 15, 2008 2:20 PM
To: Pamela Halterman
Subject: FW: Rolling Hills

FYI

Thank you.

Debbie Taylor, Real Estate Coordinator
St. Johns County, Land Management Systems
4020 Lewis Speedway, St. Augustine, FL 32084
Phone:904-209-0796 **Fax:**209-0797
dtaylor@sjcfl.us

PLEASE NOTE MY NEW EMAIL ADDRESS dtaylor@sjcfl.us

-----Original Message-----

From: McNeill, Julie [<mailto:Julie.McNeill@dot.state.fl.us>]
Sent: Tuesday, January 15, 2008 1:19 PM
To: Debbie Taylor
Cc: Walker, Connie
Subject: RE: Rolling Hills

(We don't record the Maintenance Agreements.)

--Julie

From: Debbie Taylor [<mailto:dtaylor@sjcfl.us>]
Sent: Tuesday, January 15, 2008 10:51 AM
To: McNeill, Julie
Subject: Rolling Hills

Hi Julie,

I received your QCD and Easement and Connie emailed me the Maintenance Agreement. Don't we want the MA recorded along with the QCD and Easement? If so, I need the original MA to record.

Thank you.

Debbie Taylor, Real Estate Coordinator
St. Johns County, Land Management Systems
4020 Lewis Speedway, St. Augustine, FL 32084
Phone:904-209-0796 **Fax:**209-0797
dtaylor@sjcfl.us

PLEASE NOTE MY NEW EMAIL ADDRESS dtaylor@sjcfl.us

