

RESOLUTION NO. 2007- 320

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A HOLD HARMLESS AGREEMENT BETWEEN ST. JOHNS COUNTY AND VILLAGES OF VALENCIA HOMEOWNERS ASSOCIATION, INC. AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Woodside Valencia, LLC has dedicated to St. Johns County (“County”) certain portions of East Watson Road as described and shown on plats known as Villages of Valencia Phase 1 and Villages of Valencia Phase 2A and 3A; and

WHEREAS, in connection therewith, the Villages of Valencia Homeowners Association, Inc. (“HOA”), intends to install and maintain certain landscape related improvements, including landscaping, irrigation and street lights to be located along and within said East Watson Road ; and

WHEREAS, the County has agreed to allow the HOA to install and maintain the improvements within the right-of-way and the HOA has executed a Hold Harmless Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, to indemnify and hold the County harmless from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the improvements.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

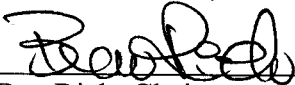
Section 1. The above recitals are incorporated by reference into the body of this Resolution as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms of the Hold Harmless Agreement and authorizes the County Administrator to execute said Agreement.

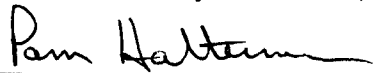
Section 3. The Clerk is instructed to record the original Hold Harmless Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 30 day of October, 2007.

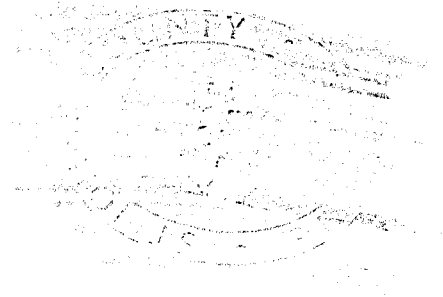
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: 
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

RENDITION DATE 11/2/07



HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2007, by and between:

St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("County"); and

Villages of Valencia Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 5022 Gate Parkway, Suite 200, Jacksonville, Florida 32256 ("HOA").

Recitals

WHEREAS, the HOA will install certain landscape related improvements which are required to be located within lands which have been dedicated to the County as rights-of-way within and along East Watson Road located in St. Johns County, Florida ("County's Right-of-Way"); and

WHEREAS, the improvements which are and may be constructed within the County's Right-of-Way include landscaping, irrigation and street lights (collectively, the "Right-of-Way Improvements"); and

WHEREAS, upon completion of the construction of the Right-of-Way Improvements, the HOA shall have the responsibility for their maintenance, repair and replacement; and

WHEREAS, the County has agreed to allow the Right-of-Way Improvements to be installed, constructed or maintained within the County's Right-of-Way only if the HOA agrees to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the Right-of-Way Improvements and certain other conditions.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the HOA and the County agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. The HOA may place, construct and/or maintain or cause to be placed, constructed and/or maintained the Right-of-Way Improvements in the Right-of-Way under the terms and conditions contained herein. The cost of maintenance, repair or replacement of any Right-of-Way Improvements shall be paid by the HOA.

Section 3. Indemnification. To the extent permitted by Florida law, the HOA agrees to protect, defend, indemnify, and hold the County, its tenants, elected officials, officers, employees, and agents, free and unharmed from and against any, and all, third party (including employees of

the HOA and its contractors and subcontractors) claims, liability, losses, and/or cause of action, which may arise from any negligent act or omission of the HOA's staff, employees, or agents (including court costs and reasonable attorneys' fees) associated with, or connected with, the use of the landscape tract by the HOA, and its contractors, including ingress and egress thereto.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the County's Right-of-Way, whether in existence on the date hereof or constructed in the future.

Section 5. Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

Section 6. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 7. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor the HOA may assign, transfer, and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the County, or the HOA, assign, transfer, or sell any of the rights of this Agreement without such prior express written approval of the other party, then such action on the part of either the County, or the HOA, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 8. Amendments to Agreement. Both the County and the HOA acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both the County and the HOA acknowledge that any amendment to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the HOA.

Section 9. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

Signed, sealed and delivered
in our presence:

**Villages of Valencia Homeowners
Association, Inc.**, a Florida not-for-profit
corporation

J. Bradford Davis
Witness #1 Signature

By: [Signature]
Jonathan D. Wardle
Its President

J. BRADFORD DAVIS
Witness #1 Printed Name

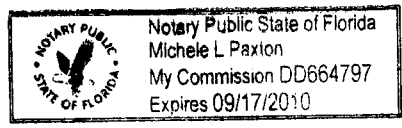
[Signature]
Witness #2 Signature

Cori Wilson
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of August,
2007, by Jonathan D. Wardle, as President of Villages of Valencia Homeowners Association, Inc.,
a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me
or has produced _____ as identification.

Michele L. Paxton
Notary Public
My Commission Expires: 9/17/10



(Notary Seal)

IN WITNESS WHEREOF, the HOA and the County have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence:

St. Johns County, Florida, a political
subdivision of the State of Florida

By: _____
Michael D. Wanchick
Its County Administrator

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____,
2007, by Michael D. Wanchick, as ^{County} Administrator of St. Johns County, Florida, a political
subdivision of the State of Florida, on behalf of the County, who is personally known to me or has
produced _____ as identification.

Notary Public
My Commission Expires:

(Notary Seal)