

RESOLUTION NO. 2014- 30

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR, OR DESIGNEE, TO EXECUTE THE MAINTENANCE AND HOLD HARMLESS AGREEMENT ASSOCIATED WITH THE NOCATEE CANOE/KAYAK LAUNCH RAMP.

RECITALS

WHEREAS, The Board of Supervisors, Tolomato Community Development District, has presented to the County a Maintenance and Hold Harmless Agreement, attached hereto as "Exhibit A," incorporated by reference and made a part hereof, to install a canoe/kayak launch ramp along Palm Valley Road/County Road 210 under the Palm Valley Bridge located in St. Johns County, Florida; and

WHEREAS, Matthews Design Group, Inc. confirms the plans for the canoe/kayak launch ramp meet the requirements of the Land Development Code; and

WHEREAS, upon completion of the construction of the canoe/kayak launch ramp, the Tolomato CDD shall have the responsibility for its maintenance, repair and replacement; and

WHEREAS, canoe/kayak launching, temporary mooring, fishing, and passive recreation are important community amenities that use natural resources for healthful outdoor activities, provide transportation options, increase property values, and spur the economic growth.

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 Maintenance and Hold Harmless Agreement attached hereto, and authorizes the Chair, or designee, to execute said Agreement.

Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of Court is instructed to record the original Maintenance and Hold Harmless Agreement in the Official Records Books of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of January, 2014.

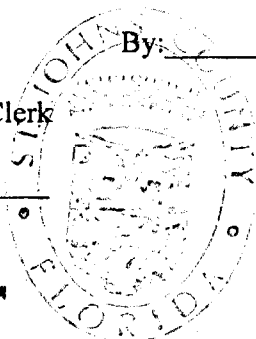
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____

John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: Ron Halterman
Deputy Clerk



RENDITION DATE _____

EXHIBIT A TO RESOLUTION

**MAINTENANCE AND
HOLD HARMLESS AGREEMENT**

This Agreement is made and entered into this 14 day of December, 2013, by and between:

St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, ("County"); and

The Board of Supervisors, Tolomato Community Development District, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("Tolomato CDD")

Recitals

WHEREAS, the Tolomato CDD 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 County Road 210 under the Palm Valley Bridge 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 signage, sidewalk, landscaping, canoe/kayak launch ramp, and other related improvements (collectively the "Right-of-Way Improvements"), attached hereto as Exhibit A, incorporated by reference and made a part hereof; and

WHEREAS, upon completion of the construction of the canoe/kayak launch, the Tolomato CDD shall have the responsibility for their maintenance, repair and replacement; and

WHEREAS, the County has agreed to allow the canoe/kayak launch to be installed, constructed and maintained within the County's Right-of-Way only if the Tolomato CDD 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 canoe/kayak launch and certain other conditions.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the Tolomato CDD 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 Tolomato CDD may place, construct, cause to be placed and maintain, the improvements in the Right-of-Way under the terms and conditions contained herein. The cost of maintenance, repair and replacement of any Right-of-Way Improvements shall be paid by the Tolomato CDD.

Section 3. Indemnification. To the extent permitted by Florida law, the Tolomato CDD 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 Tolomato CDD and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of the Tolomato CDD staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with the use of the County's right-of-way by the Tolomato CDD, and its contractors, including ingress and egress thereto.

Section 4. Commercial/Non-Profit Leases of County Property and/or Buildings
The Lessee shall, at all times during the term of this lease, maintain in full force and effect a policy, or policies, of commercial general liability insurance. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage. The liability policy shall include a waiver of subrogation in favor of St. Johns County. St. Johns County shall be named as additional insured by policy endorsement and shall apply as primary and non-contributory.

The Lessee for the term of this lease and at Lessee's sole cost and expense shall secure and maintain for its benefit and the benefit the County, property insurance (including flood if required) on the buildings and all improvements on the premises in an amount not less than the full replacement value. The term "Full Replacement Value" as used in this section shall mean the actual replacement cost of the buildings and improvements located on the premises. The Lessee shall insure the interests of the County as a named co-insured.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. Prior to execution of this agreement, certificates of insurance including the additional insured/co-insured endorsements will be provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084, and include the name of the Lessee, the lease term, and property address. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any this insurance.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Section 5. 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 hereto or constructed in the future.

Section 6. Sovereign Immunity. The County agrees that nothing in this Agreement shall constitute or be considered as a waiver of the Tolomato CDD limitation or liability contained in Section 768.28 Florida Statutes, or obligate the Tolomato CDD to hold the County harmless in excess of that permitted by Florida law.

Section 7. 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 portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 8. Governing Law and Venue. This Agreement shall be constructed 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 9. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor the Tolomato CDD 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 County or the Tolomato CDD assign, transfer or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the part of either the County or the Tolomato CDD, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 10. Amendments to Agreement. Both the County and the Tolomato CDD acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and the Tolomato CDD acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the Tolomato CDD.

Section 11. 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).

Section 12. Termination. This Agreement may be terminated upon either the County, or the Tolomato CDD providing at least ninety (90) days advance written notice to the other party of such notice of termination. Such written notification shall indicate that either the County or the Tolomato CDD intends to terminate this Agreement ninety (90) days from the date

of notification (unless a date greater than ninety (90) days is specified).

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

Signed, sealed and delivered
in our presence as Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State Florida

(sign) _____
(print) _____

By: Michael D. Wanchick
Its: County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Michael D. Wanchick, County Administrator of St. Johns County, Florida, who is personally known to me.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

TOLOMATO COMMUNITY
DEVELOPMENT DISTRICT

(sign) Tina E Miller
(print) Tina E Miller

By: K May
Its: Chairman

(sign) [Signature]
(print) John M White

STATE OF FLORIDA
COUNTY OF ~~ST. JOHNS~~ Duval

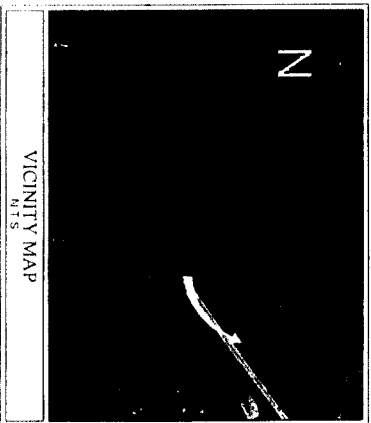
The foregoing instrument was acknowledged before me this 6 day of December, 2013, by Richard T. Ray who is personally known to me ~~or has produced~~ as identification.

Tina E Miller
Notary Public
My Commission Expires: 5/9/17



EXHIBIT A TO AGREEMENT

CONSTRUCTION PLANS FOR Nocatee - Kayak Launch ST. JOHNS COUNTY, FLORIDA



OWNER
ST. JOHNS COUNTY
RECREATION AND PARKS DEPARTMENT
2175 WAZELL ROAD
ST. AUGUSTINE, FL 32080
CONTACT: WILLY SMITH



PREPARED BY:
MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: (904) 829-1334

PERMITS/APPROVALS: ST. JOHNS COUNTY
SUBMITTED: _____ RECEIVED: _____

Sheet List Table

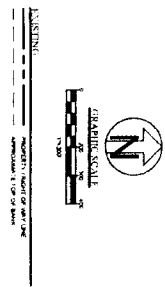
Sheet Number	Sheet Title
1	Cover Sheet
2	Overall Site Plan
3	Site Plan
4	Site Plan
5	Details



REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CROSSVILLE, TN 37031

Cover Sheet Nocatee - Kayak Launch ST. JOHNS COUNTY, FLORIDA PREPARED FOR: MATTHEWS DESIGN GROUP, INC.	MATTHEWS DESIGN GROUP, INC. P.O. BOX 3126, 7 WALDO STREET ST. AUGUSTINE, FLORIDA 32084 PHONE: 904-829-1334 FAX: 904-829-4547 INFO@MATTHEWSGROUP.COM	DESIGNED BY: SAK DRAWN BY: D15 CHECKED BY: RAM DATE: 07-10-13 JOB No: 13650	REVISIONS DESCRIPTION
		NO. DATE	_____ _____ _____ _____

SHEET No. 1 OF 5



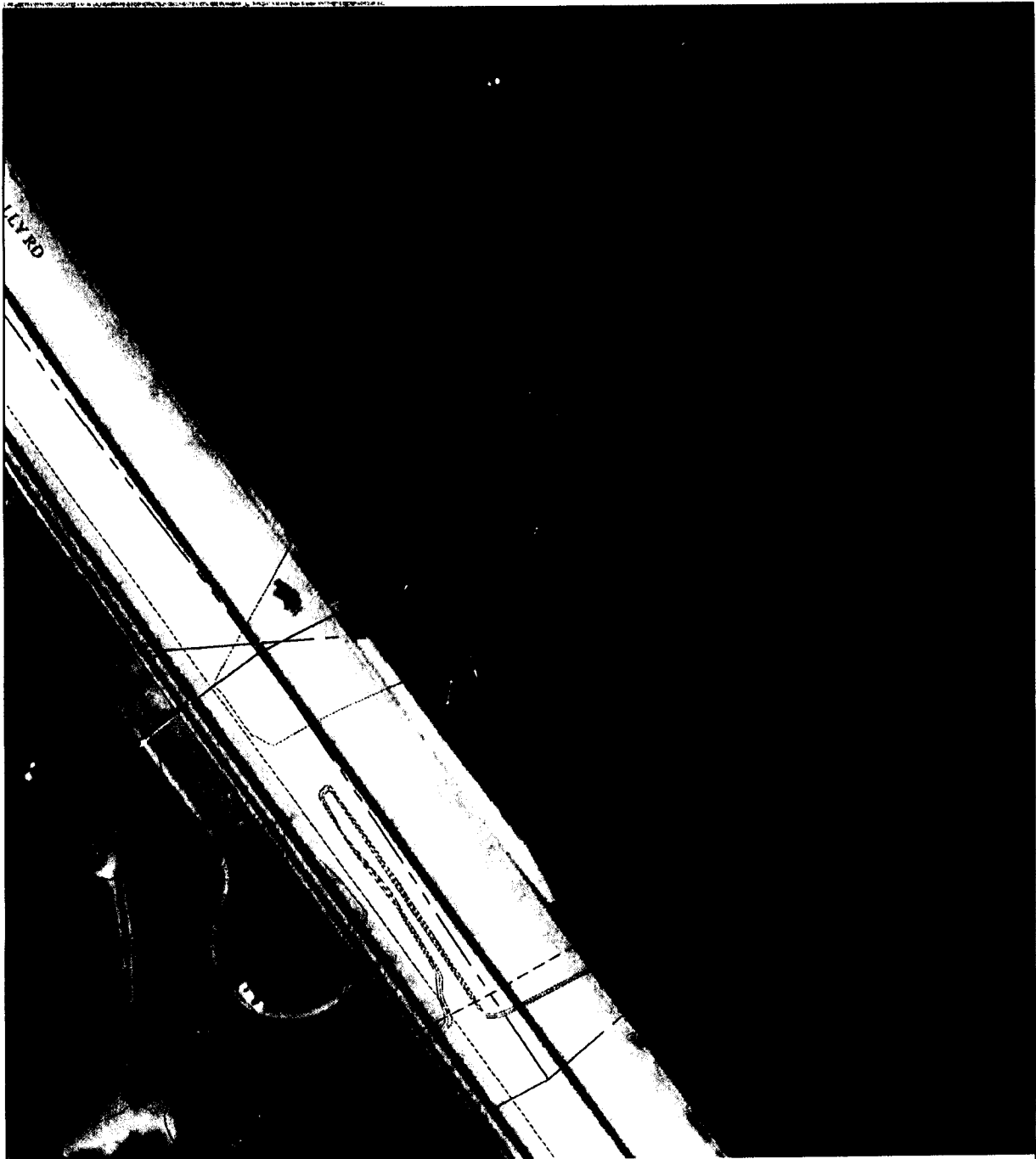
Overall Site Plan
 Nocatee - Kayak Launch
 ST. JOHNS COUNTY, FLORIDA
 PREPARED BY
 D:\GONVAD\CD

MATTHEWS DESIGN GROUP, INC.
 P.O. BOX 4126 • WALDO STREET
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.826.1333
 FAX: 904.826.4547
 INFO: MATTHEWSDESIGN.COM

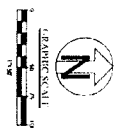


REV. NO.	DATE	REVISIONS	
		NO.	DESCRIPTION
01	07-10-13		
02	12-20-13		

REGISTERED ENGINEER
 SCOTT A. MUMFORD, P.E.
 ST. JOHNS COUNTY, FLORIDA



LANSING, MISSISSIPPI
 PROJECT: Nocatee - Kayak Launch
 CLIENT: ST. JOHNS COUNTY, FLORIDA
 PREPARED FOR: TCCOUNTY.CDD
 DATE: 11/11/11



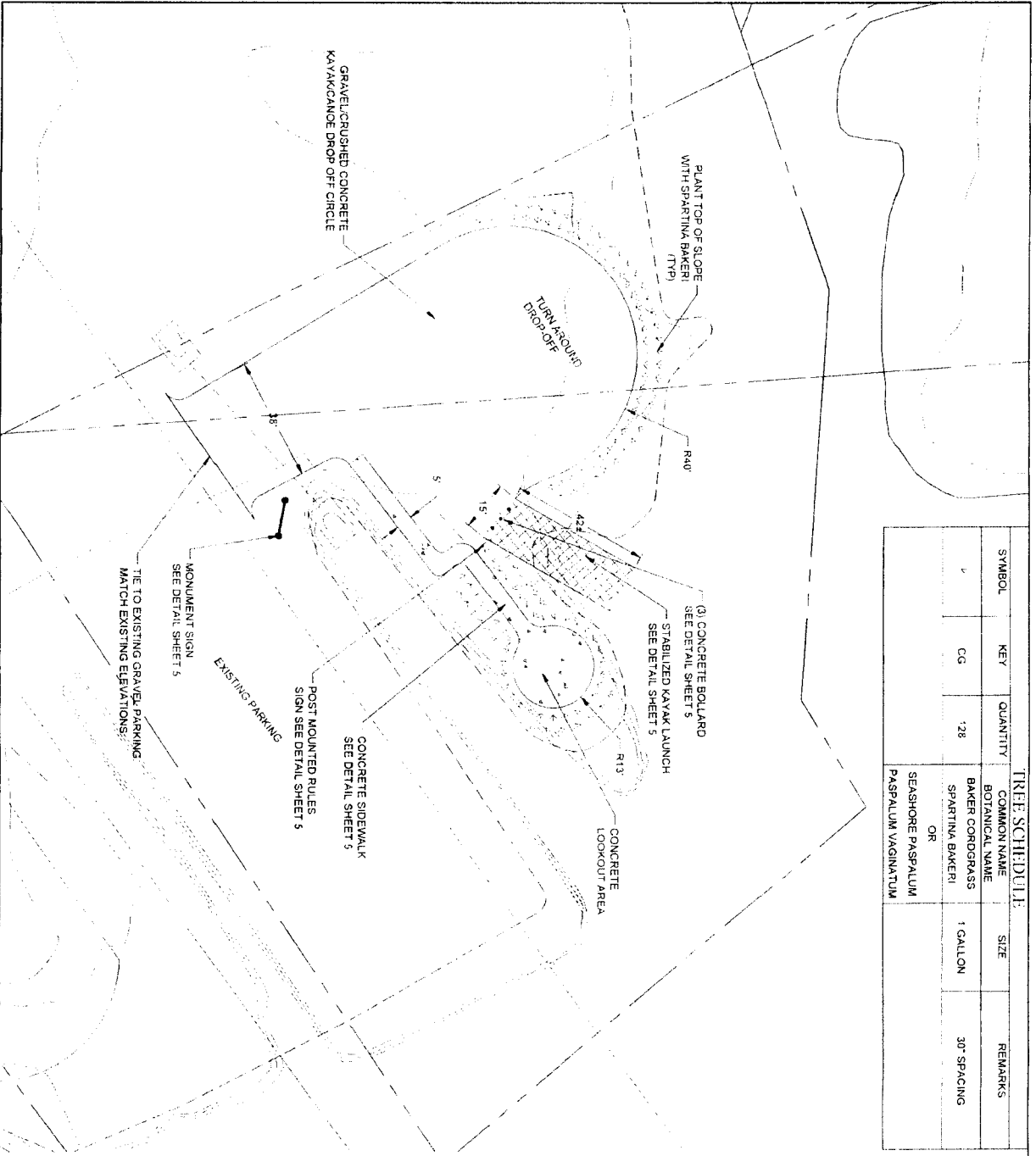
Site Plan
 Nocatee - Kayak Launch
 ST. JOHNS COUNTY, FLORIDA
 PREPARED FOR:
 TCCOUNTY.CDD

MATTHEWS DESIGN GROUP, INC.
 P.O. BOX 4136, WALDO STREET
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.826.1333
 FAX: 904.826.4537
 EMAIL: MATH@MATHGROUPS.COM

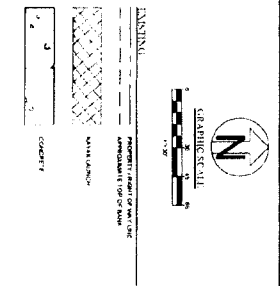


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001	11/11/11	ISSUED FOR PERMIT
002		
003		
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005		
006		
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008		
009		
010		

REGISTERED ENGINEER
 SCOTT A. BROWNE, P.E.
 LICENSE # 12153



TREE SCHEDULE			
SYMBOL	KEY	QUANTITY	REMARKS
1	CG	128	
			COMMON NAME BOTANICAL NAME BAKER COORGRASS SPARTINA BAKERI OR SEASHORE PASPALUM PASPALUM VAGINATUM
			SIZE 1 GALLON
			30" SPACING



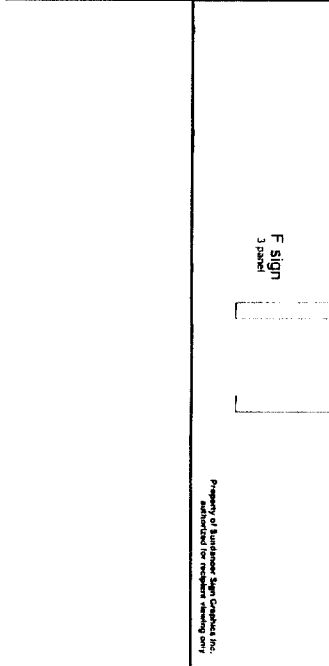
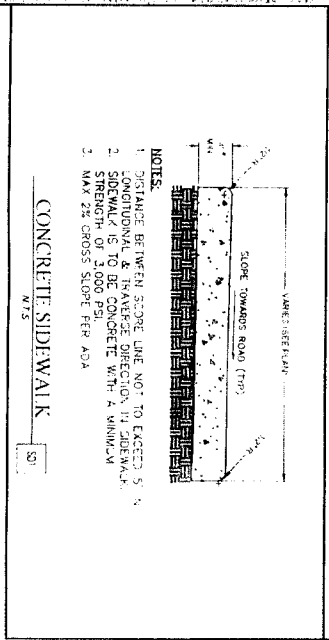
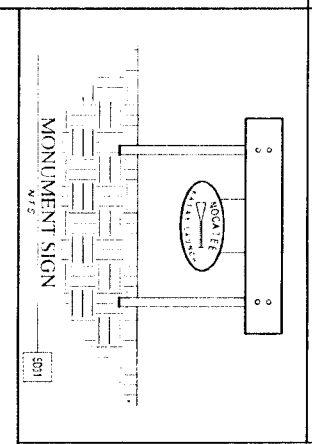
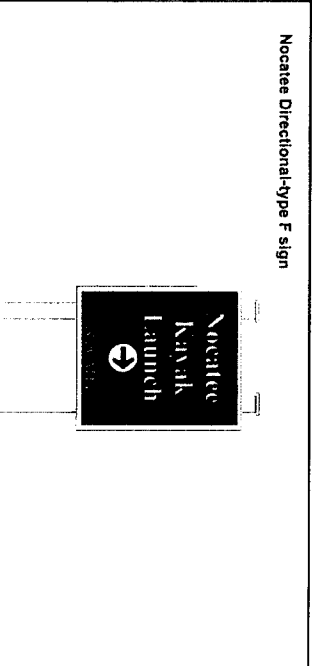
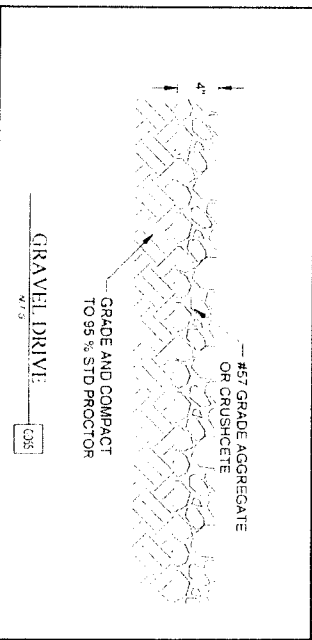
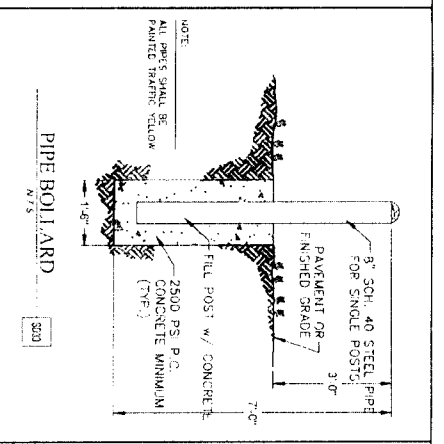
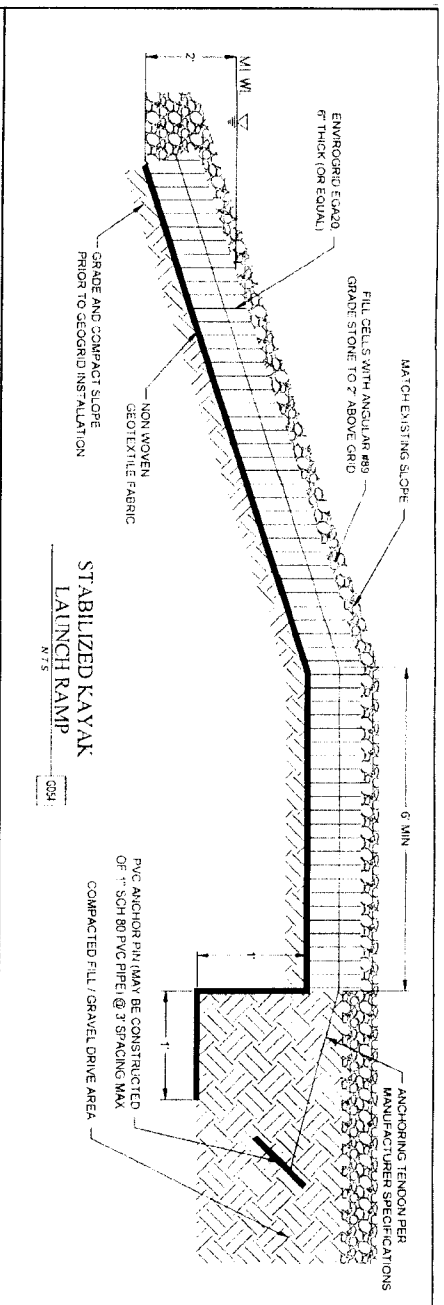
Site Plan
Nocatee - Kayak Launch
 ST. JOHNS COUNTY, FLORIDA
 PREPARED FOR
 DE GRUYTER & CO.

MATTHEWS DESIGN GROUP, INC.
 110 BOX 1026, 7 WALTER STREET
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.826.1331
 FAX: 904.826.1587
 WWW.MATTHEWSDESIGN.COM



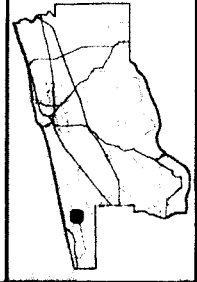
NO.	DATE	REVISIONS	DESCRIPTION

BY: JEFFREY BAKER
 DATE: 11/15/11
 CHECKED: J. BAKER



NO.	DATE	DESCRIPTION
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02		
03		
04		
05		

REVISIONS
 DATE
 DESCRIPTION



2013 Aerial Imagery
 December 12, 2013
 Feet
 0 100 200



PALM VALLEY ROAD/CR 210
CANOE/KAYAK RAMP

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764



Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

