

RESOLUTION NO. 2016- 12

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 SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Southaven Community Development District ("Southaven") has requested permission to install and maintain certain landscaping, irrigation and other related improvements within the right-of-way of International Golf Parkway. The County has agreed to allow Southaven to install and maintain the improvements; and

WHEREAS, Southaven 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, or designee, to execute said Agreement.

Section 3. To the extent that there are typographical, scrivener's or administrative 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 Hold Harmless Agreement in the Official Records of St. Johns County, Florida.

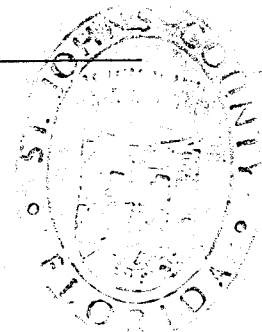
PASSED AND ADOPTED this 19 day of January, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Jeb S. Smith, Chairman

ATTEST: Hunter S. Conrad, Clerk

By: [Signature]
Deputy Clerk



RENDITION DATE 1/21/16

HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this 7th day of December, 2015, 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

Southaven Community Development District, who's mailing address is 2806 N. Fifth Street, Unit 403, St. Augustine, Florida 32084 ("District")

Recitals

WHEREAS, the District 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 International Golf Parkway located in St. Johns County, Florida and as shown in Exhibit A attached hereto, ("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 other related improvements (collectively the "Right-of-Way Improvements"); and

WHEREAS, upon completion of the construction of the Right-of-Way Improvements, the District 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 District 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 mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District 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 District 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 District.

Section 3. Indemnification. To the extent permitted by Florida law, the District 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 District and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of the District's 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 District, 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 hereto or constructed in the future.

Section 5. Removal of Improvements Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation or the alteration or relocation of all, or any portion of, the County's Right-of-Way as determined by the County, any or all of the Right-of-Way Improvements shall be immediately removed from the County's Right-of-Way as required by the County, at the District's expense, unless reimbursement was preauthorized in writing. In addition, the County may remove any and all of the Right-of-Way Improvements if the Right-of-Way Improvements create a safety hazard or are not properly maintained as described herein.

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

Section 7. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor the District 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 District 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 District shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 8. Duration of Agreement. The duration of this Agreement is ten (10) years from the date of execution.

Section 9. Renewal of Agreement. At the expiration of the original term of the Agreement, this Agreement shall renew for another term of equal length, unless either the District or the County objects at least one hundred and eighty (180) days prior to the expiration of the term. Thereafter, this Agreement may be renewed in any manner approved by both parties.

Section 10. No Third Party Beneficiaries. Both the County and the District explicitly agree, and this Agreement explicitly states, that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

Section 11. Termination for Cause. This Agreement may be terminated with cause, upon either the County or the District providing at least ninety (90) days advance written notice

to the other party of such notice of termination of cause. Such written notification shall indicate the exact cause for termination. The non-breaching party shall give the breaching party a ten (10) day period of cure, in which to cure/correct the cause which gave rise to the notice of termination. If cured/corrected during the period of cure, the non-breaching party will have the option to stop the termination of cause.

Section 12. Notice of Alleged Violation. To the extent that there is a violation of the Agreement that may give rise to the administrative and/or judicial action, including termination of this Agreement, the non-breaching party shall provide written notice to the breaching party, within thirty (30) days of the alleged violation.

Section 13. Notices. All notices, consents and other communications shall be in writing, and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service to the parties as follows:

If to the County: Michael Wanchick
County Administrator
500 San Sebastian View
St. Augustine, Florida 32084

With a Copy to: Patrick McCormack
County Attorney
St. Johns County Attorney's Office
500 San Sebastian View
St. Augustine, Florida 32083

If to District: Rizzetta & Company, Inc.
2806 N. Fifth Street, Unit 403
St. Augustine, Florida 32084
Attn: Melissa Dobbins

With a Copy to: Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Katie S. Buchanan

Section 14. Filing. After approval of this Agreement by the respective governing bodies of the County and the District, and its execution by duly qualified and authorized officers of each of the parties hereto, the County shall cause this Agreement to be filed with the Clerk of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

Section 15. 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 16. 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 17. Amendments to Agreement. Both the County and the District acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and the District 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 District.

Section 18. 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 19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one agreement.

IN WITNESS WHEREOF, the County and the District 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: _____
Its Michael D. Wanchick, County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of January,
2018 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: _____

Signed, sealed and delivered
in our presence as Witnesses:

SOUTHAVEN COMMUNITY
DEVELOPMENT DISTRICT, a local unit
of special purpose government

(sign) Ella English
(print) Ella English

(PS) By: [Signature]
Its: Chairman

(sign) [Signature]
(print) KEVIN JUND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of December, 2015,
by Walter O'Shea as Chairman of the Southaven Community Development District, who is
personally known to me.

[Signature]
Notary Public
My Commission Expires: June 4, 2018



Exhibit "A" to Hold Harmless Agreement

