

RESOLUTION NO. 2018- 33

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AN AMENDED PERMIT AND HOLD HARMLESS AGREEMENT BETWEEN JULINGTON CREEK PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND ST. JOHNS COUNTY AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Julington Creek Plantation Property Owners' Association, Inc., a Florida not-for-profit corporation, ("Association") has executed and presented to St. Johns County ("County") an Amended Permit and Hold Harmless Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to allow for certain improvements to be constructed within lands that have been dedicated to County as rights-of-way within Julington Creek Plantation ("Right-of-Way Improvements"); and

WHEREAS, upon completion of the Right-of-Way Improvements, Association shall have the responsibility for the maintenance in accordance with that certain Amended and Restated Declaration of Covenants for Julington Creek Plantation recorded in Official Records Book 1004, page 1823, of the public records of St. Johns County, Florida; and

WHEREAS, County has agreed to allow the Right-of-Way Improvements to be placed or constructed within the rights-of-way and to allow Association to install the Right-of-Way Improvements only if Association agrees to indemnify and hold County harmless from damages and expenses that may be incurred as a direct or indirect result of such placement or construction of the Right-of-Way Improvements and other certain conditions; and

WHEREAS, Association and County previously entered into a certain Permit and Hold Harmless Agreement dated July 22, 1998 ("Initial Agreement"). This Amended Permit and Hold Harmless Agreement shall supersede and replace the Initial Agreement.

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 Amended Permit and Hold Harmless Agreement and authorizes the County Administrator, or designee, to execute the agreement on behalf of the County.

Section 3. The Clerk is instructed to record the original Amended Permit and Hold Harmless Agreement in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/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.

PASSED AND ADOPTED by the Board of County Commissioners this 6 day of February, 2018.

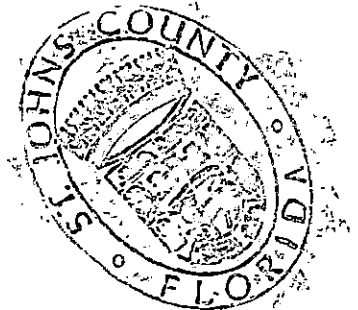
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 2/7/18



AMENDED PERMIT AND HOLD HARMLESS AGREEMENT
(Julington Creek Plantation)

This Amended Permit and Hold Harmless Agreement ("Amended Agreement") is made this ____ day of _____, 2017, by and among JULINGTON CREEK PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 950 Davis Pond Boulevard, St. Johns, Florida 32259 ("Association"), and ST. JOHNS COUNTY, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("County").

RECITALS

- A. Association is a homeowners association as described in Chapter 720 of the Florida Statutes and pursuant to that certain Declaration of Covenants and Restrictions recorded in Official Records Book 655, Page 1821 of the public records of St. Johns County, Florida, as amended, including, without limitation by that certain Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc., recorded in Official Records Book 1004, page 1823 of St. Johns County, Florida, as amended and supplemented, commonly referred to as "Julington Creek Plantation," including without limitation:
- i. Those subdivisions enumerated in the Initial Agreement, restated herein as follows:
 - Julington Creek Plantation – Parcel 44, Phases 1 and 2
 - Julington Creek Plantation – Parcels 26, 27, 28, 29, and 30; and
 - ii. Those subdivisions running along the section of Durbin Creek Boulevard located south of Race Track Road, up to and including the southernmost intersections of such roads, the relevant portions of those subdivisions being depicted in Appendix A as follows:

Subdivision Description	Parcel ID	Appendix Reference
Julington Creek Unit 1	2490010000	A – B
Julington Creek Plantation Parcel 1A	2490009000	B – C
Julington Creek Plantation - Parcel 23, Phase 1	2490230003	C – D
Julington Creek Plantation - Parcel 48, Phase 2	2494800006	D – E
Julington Creek Plantation - Parcel 34, Phase 1	2493400002	E – F

Julington Creek Plantation - Parcel 44, Phase 1A	2494400003	F - G
Julington Creek Plantation - Durbin Creek Boulevard Extension	2490009003	G - H

In connection therewith, Association desires to construct certain improvements serving the subdivisions that are located within lands that have been dedicated to County as rights of way within Julington Creek Plantation ("Rights of Way"). The improvements which are or may be constructed within the Rights of Way include, without limitation, signs, fencing, landscaping, irrigation, lighting and decorative walls (collectively, the "Right of Way Improvements"), some of which must be properly approved by County by an action other than approval of this Amended Agreement, e.g., issuance of a right of way permit and/or building permit, as required.

- B. Upon completion of the Right of Way Improvements, Association shall have the responsibility for the maintenance in accordance with that certain Amended and Restated Declaration of Covenants for Julington Creek Plantation recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida, as amended and supplemented ("Amended and Restated Declaration").
- C. County has agreed to allow the Right of Way Improvements to be placed or constructed within the Rights of Way and to allow Association to install the Right of Way Improvements only if Association agrees to indemnify and hold County harmless from damages and expenses that may be incurred as a direct or indirect result of such placement or construction of the Right of Way Improvements and certain other conditions.
- D. Association, the County and Julington Partners Limited Partnership, a Delaware limited partnership authorized to do business in Florida at the time, whose address is 1800 West Loop South, Suite 850, Houston, Texas 77027, previously entered into a certain Permit and Hold Harmless Agreement ("Initial Agreement") dated July 22, 1998.

NOW, THEREFORE, Association and County, in consideration of the premises, the legal sufficiency of which is acknowledged by each, agree as follows:

1. The above recitals are incorporated into the body of this Amended Agreement and are adopted as findings of fact.
2. This Amended Agreement shall supersede and replace the Initial Agreement.

3. Association is permitted to place, construct and maintain the Right of Way Improvements within the Rights of Way, under the terms and conditions contained herein:
 - a. The cost of installation of any Right of Way Improvements shall be solely paid by Association.
 - b. The cost of maintenance, repair or replacement of any Right of Way Improvements shall be paid by Association. Association shall obtain and maintain liability insurance in connection with the Right of Way Improvements, which shall be in the minimum amount of \$200,000 per person and \$300,000 per occurrence and shall provide proof of such insurance upon request from the County.
 - c. Association shall comply with all County permit requirements applicable to any Right of Way Improvements prior to the construction or installation of the same.
 - d. Landscaping within Rights of Way shall not include trees over four inches (4") in diameter within four feet (4') of back of curb. Where no curb or gutter exists within the Rights of Way, no landscaping other than sod shall be placed within six feet (6') from the edge of existing pavement. No Right of Way Improvements shall be installed so as to obstruct the field of vision of motorists or pedestrians along any Rights of Way, whether paved or unpaved. In all cases, sight distance shall meet the requirements set forth in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, latest edition.
 - e. No Right of Way Improvements, including, without limitation, fencing, walls, landscaping, irrigation, or any other improvements allowed under this Amended Agreement, shall in anyway impede or alter drainage, affect roadways in any way, alter sight lines, or create any hazard or danger to public health, safety, or welfare.
4. Association shall, upon thirty (30) days notice and at Association's sole cost and expense, remove the Right of Way Improvements, or any of them, from the Rights of Way, either temporarily or permanently, as reasonably requested by County. In the event Association fails to remove the Right of Way Improvements within thirty (30) days after receipt of a reasonable request by County, County shall have the right to remove the Right of Way Improvements, and the cost of so removing them shall be paid by Association upon demand.

5. All notices pertaining to this Amended Agreement shall be in writing and shall be delivered either by hand or certified mail, return receipt requested, to:

Association: Julington Creek Plantation Property Owners' Association, Inc.
Attention: President
950 Davis Bond Boulevard
St. Johns, FL 32259

With copy to: JCPPOA Property Manager
950 Davis Pond Boulevard
St. Johns, FL 32259

The County: St. Johns County
Engineering Division
2740 Industry Center Road
St. Augustine, FL 32084

With copy to: St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

6. Association shall indemnify, defend and hold County harmless from any loss, damage, suit, judgment, action, cost or expense incurred or brought against County, including personal injury and property damage, resulting from the maintenance or failure to maintain the Right of Way Improvements. The foregoing shall include damage incurred to the Right of Way Improvements caused by the forces of any natural occurrence. Nothing contained in this Amended Agreement is intended to nor shall be construed to operate as a waiver on the part of the County of the limitations of liability set forth in section 768.28, Florida Statutes, or of the County's sovereign immunity.
7. This Amended Agreement shall touch and concern the land and development of Julington Creek Plantation and shall be a covenant running with the fee interest underlying Rights of Way, whether in existence on the date hereof or constructed in the future.

[Signatures appear on following pages.]

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

JULINGTON CREEK PLANTATION
PROPERTY OWNERS' ASSOCIATION,
INC., a Florida not for profit corporation

W. Rodriguez
Witness Name: Carla L. Rodriguez
Maria Smith
Witness Name: Maria Smith

By: Terry Flesher
Printed Name: Terry Flesher
As its President
Date: DECEMBER 1, 2017

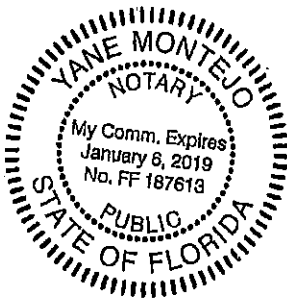
(corporate seal)

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 1 day of Dec, 2017, by Terry Flesher, as President of the Julington Creek Plantation Property Owners' Association, Inc. He is:

personally known to me; or
produced FLDC axo: 01/31/21 as identification.

[Notary Seal]



[Signature]
Notary Public
Yane Montejo
Printed Name

Notary Public, State of: Florida
My Commission Expires: 01/06/19

ST. JOHNS COUNTY, FLORIDA

Witness Name: _____

Witness Name: _____

By: _____
Printed Name: Michael C. Wanchick
As its: County Administrator
Date: _____

(seal)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Michael C. Wanchick, as County Administrator of St. Johns County, Florida. He is:

_____ personally known to me; or
_____ produced _____ as identification.

[Notary Seal]

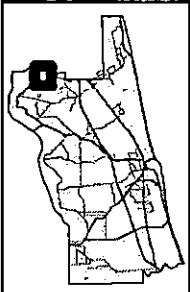
Notary Public

printed name

Notary Public, State of: _____
My Commission _____
Expires: _____

APPENDIX A






 2016 Aerial Imagery
 January 16, 2018

**Amended Permit and
 Hold Harmless Agreement**
Julington Creek Plantation

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0790
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.

