

RESOLUTION NO. 2019- 169

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AND AUTHORIZING THE CHAIR OF THE BOARD, ON BEHALF OF THE COUNTY, TO EXECUTE AN EASEMENT AGREEMENT WITH MARY M. SONDGERATH TO ALLOW FOR INGRESS AND EGRESS ACROSS A PORTION OF COUNTY OWNED PROPERTY TO ACCESS A PROPERTY NORTH OF MOCCASIN CREEK LANE.

RECITALS

WHEREAS, Mary M. Sondgerath (“Sondgerath”) has requested an easement from St. Johns County (“County”) for ingress and egress to her property located north of Moccasin Creek Lane; and

WHEREAS, the County has the authority to grant such easements when it is found that it is necessary for the protection of the public; and

WHEREAS, the Easement Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, will allow Sondgerath ingress and egress to her property subject to the terms and conditions of the easement.

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 Chair of the Board is hereby authorized to execute the Easement Agreement, attached substantially in the form hereto, on behalf of the County.

Section 3. The Clerk is instructed to record the original Easement 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 21st day of May, 2019.

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

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman
Deputy Clerk

REVISION DATE 5/23/19



Exhibit "A" to Resolution

Prepared by:
Paolo S. Soria, Esq.
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") made and entered into as of this 1 day of March, 2019, 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, hereinafter referred to as the "Grantor", and **MARY M. SONDGERATH**, whose address is 1960 U.S. 1 South, #135, St. Augustine, Florida 32086, hereinafter referred to as the "Grantee".

Recitals

WHEREAS, Grantor owns property located in St. Johns County, Florida, more particularly described on **Exhibit A** attached hereto (the "Easement Parcel"); and

WHEREAS, Grantee owns property located in St. Johns County, Florida more particularly described on **Exhibit B** attached hereto (the "Benefitted Property") and desires to construct a single family dwelling unit on the property; and

WHEREAS, the Easement granted herein are for the benefit of and shall be appurtenant to the Benefitted Property; and

WHEREAS, the purpose of this Easement Agreement is to grant to the Benefitted Property an easement for ingress and egress and installation of utilities meeting the requirements St. Johns County Land Development Code and other applicable federal, state, and local regulations over the Easement Parcel; and

WHEREAS, this Easement is used only for one (1) Single-Family Dwelling Unit from the Benefitted Property.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement.** Grantor hereby grants, bargains, sells, assigns and conveys to the Grantee, its successors, designees and assigns forever, a nonexclusive perpetual easement for the purpose of planning, permitting, installing, maintaining, repairing, constructing, and using the Easement Parcel for ingress and egress and installation of utilities on, over, and under said Easement Parcel for the Benefitted Property that are consistent with and useful or convenient for the achievement of Grantee's purposes, together with all rights, privileges and appurtenances in and to said Easement Parcel which may be required for the enjoyment of the rights hereby granted.
3. **Limitations of Easement.** The Grant of Easement is subject to the following limitations:
 - a. This Easement is granted to allow one (1) single-family dwelling unit on the Benefitted Property along with accessory uses and structures.
 - b. This Easement may not be used for non-residential uses on the Benefitted Property or by more than one (1) dwelling unit on the Benefitted Property.
 - c. Improvements, repair, maintenance, installation, or construction in the Easement shall conform to all applicable federal, state, and local regulations, including the St. Johns County Land Development Code for construction standards for Easements serving less than two (2) single family dwelling units.
 - d. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcel and the activities permitted by this Easement.
4. **Reservation from Grant.** Grantor hereby reserves from the Grant of Easement the following rights:
 - a. **Continued Use:** The rights to use the Easement Property for all purposes which do not interfere with the easement granted herein.
 - b. **Additional Easements:** The right to grant additional easements upon, over and within the Easement Parcel which do not interfere with the easement granted herein.
5. **Maintenance of the Easement Property.** At such time as Grantee and/or their respective heirs, successors and assigns begin to utilize the Easement Parcel, Grantee shall solely maintain the Easement Property and all improvements installed therein in good condition and repair and in accordance with all applicable laws, rules, and regulations, and be responsible for one hundred percent (100%) of all reasonable and necessary costs incurred, from time to time, in performing such maintenance, repair and/or replacement.
6. **Indemnification.** Grantee, their successors or assigns, shall indemnify, defend, and hold Grantor, its successors and assigns, harmless from an against any and all claims, losses, costs, or damages,



including without limitation, reasonable attorney's fees and costs, occasion by any act omission to act, or negligence of the Grantee, their agents and employees arising out of, connected with, related with, or growing out of (directly or indirectly) the use, construction, installation, operation, repair, or maintenance of the Easement Parcel or any improvement(s) located thereon.

7. **Time is of the Essence; Notice.** Time is of the essence of this Agreement. Any notice necessary under this Agreement must be in writing and shall be given by United States Certified Mail, hand delivery, Federal Express or other equivalent service, or facsimile transmission. Such notice shall be deemed to have been given and received three (3) days after a certified letter containing such notice, properly addressed, with postage pre-paid, is deposited in the United States Mail, or if hand delivered, delivered by Federal Express or other equivalent service or by facsimile transmission, when actually received. Such notices shall be given to the parties at the addresses set forth below:

GRANTEE:

MARY M. SOMMERATH
1960 US 1300TH #135
ST. AUGUSTINE, FL. 32086

GRANTOR:

St. Johns County
c/o Land Management Department
500 San Sebastian View
St. Augustine, Florida 32084

8. **Liens.** Grantee agrees that it will not suffer or permit any mechanics' lien, equitable lien, or any other lien or encumbrance of any kind to be filed or otherwise asserted against the Easement Parcel, and will cause any such lien to be released or bonded within thirty (30) days of the date of filing same, time being of the essence.
9. **Entire Agreement.** No prior or present agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.
10. **Covenant Running with the Land.** The Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.
11. **Severability.** Should any one or more for the provision of this Agreement be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto, provided the essential terms for each party remain valid, binding and enforceable.
12. **Section Headings.** The Section Headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.



13. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

14. **Attorney Fees.** If any legal or equitable action is brought for the enforcement or interpretation of this Easement, each party shall be responsible for its own attorney's fees and costs at all levels of the proceedings.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

GRANTOR

Signed, sealed and delivered
in our presence:

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

Print Name _____

By: _____
Paul M. Waldron, Chair

Print Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Paul M. Waldron, as Chair of the Board of County Commissioners, on behalf of the County. Who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

GRANTEE

Signed, sealed and delivered
in our presence:

Jennifer F. Brown
Print Name Jennifer F. Brown
Jean Petrande
Print Name Jean Petrande

Mary M. Sondgerath
MARY M. SONDGERATH
(Name)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 1st day of March, 2018⁹, by Mary M. Sondgerath. Who is/are personally known to me or has/have produced as identification.



Jennifer F. Brown
Notary Public
My Commission Expires: 2/2/2021

Exhibit "A"

A PARCEL OF LAND IN SECTION 35, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, THENCE NORTH 88°55'10" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1321.80 FEET; THENCE SOUTH 00°01'55" WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 61.17 FEET; THENCE SOUTH 88°56'38" WEST A DISTANCE OF 108.86 FEET; THENCE NORTH 86°07'48" WEST A DISTANCE OF 99.90 FEET; THENCE SOUTH 88°00'34" WEST A DISTANCE OF 70.06 FEET; THENCE NORTH 87°53'17" WEST A DISTANCE OF 96.17 FEET; THENCE NORTH 89°09'39" WEST A DISTANCE OF 112.13 FEET; THENCE SOUTH 89°56'05" WEST A DISTANCE OF 162.11 FEET; THENCE SOUTH 89°08'05" WEST A DISTANCE OF 194.85 FEET; THENCE SOUTH 88°45'28" WEST A DISTANCE OF 111.76 FEET; THENCE NORTH 89°58'57" WEST A DISTANCE OF 105.25 FEET; THENCE NORTH 89°30'49" WEST A DISTANCE OF 160.28 FEET; THENCE SOUTH 87°21'55" WEST A DISTANCE OF 59.51 FEET; THENCE NORTH 88°47'43" WEST A DISTANCE OF 41.30 FEET; THENCE NORTH 00°12'25" EAST, ALONG THE WEST LINE OF AFOREMENTIONED NORTHWEST 1/4, A DISTANCE OF 34.78 FEET TO THE POINT OF BEGINNING. CONTAINING 1.36 ACRES MORE OR LESS.

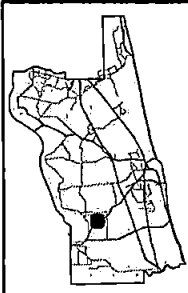
Exhibit B

(Benefitted Property)

A parcel of land in Government Lot 7, Section 26, Township 8 South, Range 28 East, St. Johns County, Florida and being more fully described as follows:

Commencing at the Southwest corner of said Government Lot 7; thence North 02 degrees 07 minutes 26 seconds West, on the West line of said Government Lot, 30.00 feet; thence North 87 degrees 27 minutes 40 seconds East, on the North line of a 30 foot width Right-of-Way for County Road described in Official Records Book 7, page 411, public records of said County, 500.01 feet to the Point of Beginning at the Southwest corner of the herein described parcel of land; thence North 02 degrees 07 minutes 25 seconds West, on the East line of those lands described in Official Records Book 854, page 1838 and in Official Records Book 854, page 1460, public records of said County, a distance of 1302.60 feet; thence North 87 degrees 24 minutes 57 seconds East, on the North line of said Government Lot, 837.82 feet; thence South 02 degrees 06 minutes 02 seconds East, on the East line of said Government Lot 506.07 feet; thence South 51 degrees 19 minutes 14 seconds West, on the North line of a parcel of land now or formerly of Dailey and Clemon, 496.40 feet; thence South 28 degrees 40 minutes 24 seconds East, on the Westerly line of said Dailey and Clemon, 561.86 feet; thence South 87 degrees 27 minutes 40 seconds West, on the North line of said 30 foot width Right-of-Way of County Road, 690.00 feet to the Point of Beginning.

Less and Except any portion conveyed in O.R. 940, page 1003; O.R. 806, page 1652 and Deed Book 163, page 379, all of the public records of St. Johns County, Florida.



2016 Aerial Imagery
0 100 200 400
Feet
Date: 3/26/2019

Easement Agreement

Moccasin Creek Lane

Land Management
Systems
Real Estate
Division
(904) 209-0782

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.

