RESOLUTION NO. 2019-<u>373</u>

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES, IN CONNECTION WITH THE SHOPPES AT RIVERTOWN SHOPPING CENTER.

RECITALS

WHEREAS, as part of the Rivertown Shopping Center, Publix Super Markets, Inc., a Florida corporation, ("Publix"), has or is in the process of purchasing a certain parcel of land located at the southwest intersection of Greenbriar Road and Longleaf Pine Parkway; and

WHEREAS, St. Johns County ("County") is the owner of a parcel of land adjacent to Publix's parcel that is used as a retention pond for stormwater drainage of the above mentioned roads; and

WHEREAS, Publix has requested to incorporate the County's parcel into its shopping center development to have the ability to expand and maintain the retention pond and have a joint use with the County for the intended purposes; and

WHEREAS, Publix and the County have agreed that an exchange of property can be used to allow the expansion, maintenance and joint use by virtue of a conveyance of the County's parcel by County Deed from the County to Publix, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, and a Grant of Easement and Covenant from Publix to the County over the pond parcel and expansion in substantially the form attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, approval of this exchange will ultimately be beneficial to the County by Publix taking over maintenance responsibilities of the retention pond and the passage of this Resolution will deem the County's property is not needed for County purposes as the Grant of Easement and Covenant will grant the County the full rights for adequate stormwater drainage for this area; and

WHEREAS, this proposed exchange has been advertised in accordance with Section 125.37, Florida Statutes.

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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. This Resolution is passed and adopted:

- a. The County Deed attached hereto as Exhibit "A" is hereby approved and the Chair of the Board is hereby authorized to execute said deed on behalf of the County.
- b. The Grant of Easement and Covenant, in substantially the form attached as Exhibit "B" is hereby accepted and the Chair of the Board is hereby authorized to join in the execution of the easement on behalf of the County.
- c. The Clerk is instructed to record the original County Deed and Grant of Easement and Covenant in the public records of St. Johns County, Florida.

Section 3. 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 5th day of November, 2019:

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

Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 11/6/19

This Instrument Prepared By: St. Johns County 500 San Sebastian View St. Augustine, Florida 32084

COUNTY DEED

THIS DEED, made this ____ day of _____, 2019, by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter "Grantor", to PUBLIX SUPER MARKETS, INC., a Florida corporation, whose address is Post Office Box 407, Lakeland, Florida 33802-0407, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY")

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, including but not limited to any rights that Grantor would have otherwise retained or reserved under Sec. 270.11, Florida Statutes. Grantor hereby disclaims and waives any rights or reservations to any rights set forth in Sec. 270.11, Florida Statutes.

THIS COUNTY DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises, which may fall within any public street, way or alley;

- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record, except as specifically released herein;
- g. Easements and rights of way of record.

IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chair of the Board, the day and year aforesaid.

	BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA			
	BY:Paul M. Waldron, Chair			
ATTEST: Hunter S. Conrad, Chair				
By: Deputy Clerk				
STATE OF FLORIDA COUNTY OF ST. JOHNS				
2019, by Paul M. Waldron, Chair of the Florida, on behalf of the Board. I	nowledged before me this day of, Board of County Commissioners of St. Johns County, He is personally know to me or has produced ntification.			
•	Notary Public State of Florida My Commission Expires:			

EXHIBIT "A"

PARCEL 8B - POND SITE

A PART OF SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, FOR A POINT OF REFERENCE, COMMENCE AT THE MOST EASTERLY CORNER OF SAID-SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST; SAID CORNER BEING SHOWN ON SURVEY BY ROBERT M. ANGUS AND ASSOCIATES, DATED FEBRUARY 1954, PREPARED FOR CONTAINER CORPORATION OF AMERICA; SAID CORNER ALSO BEING MONUMENTED WITH A 3" IRON FILLED WITH CONCRETE; THENCE NORTH 41°06'02" WEST, ALONG THE NORTHEASTERLY LINE OF SAID SECTION 39, A DISTANCE OF 498.40 FEET TO A FOUND CONCRETE MONUMENT AND THE SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY; THENCE NORTH 77°13'02" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 8534.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 12°46'58" WEST A DISTANCE OF 484.00 FEET; THENCE NORTH 77°13'02" WEST A DISTANCE OF 464.00 FEET: THENCE NORTH 12°46'58" EAST A DISTANCE OF 484.00 FEET; THENCE SOUTH 77°13'02" EAST, ALONG THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, A DISTANCE OF 464.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

Prepared by: St. Johns County 500 San Sebastian View St. Augustine, Florida 32084

GRANT OF EASEMENT AND COVENANT

THIS GRANT OF EASEMENT and covenants running with the land, made this ______ day of ______, 2019, between PUBLIX SUPER MARKETS, INC., a Florida corporation, whose address is Post Office Box 407, Lakeland, Florida, 33802-0407, hereinafter called the "Grantor," and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee."

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successor and assigns forever, a non-exclusive perpetual drainage easement with the right, privilege, and authority to said Grantee, its successor and assigns, to use, maintain, improve, and/or repair either above or below the surface of the ground stormwater pond and drainage facilities (the "Joint Use Pond Facilities"), on, along, over, through, across, or under the following described land situate in St. Johns County, Florida, subject to the parameters described in the obligations of the Grantor set forth below to wit:

Property attached hereto as Exhibit "A," incorporated by reference and made a part hereof (the "Joint Use Pond Drainage Easement Area").

TOGETHER with the right to said Grantee its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

- 1. As further consideration for Grantee's consideration, Grantor hereby agrees to:
- a. Obtain, or cooperate with the Grantee in obtaining, all necessary approvals and permits from the appropriate governmental agencies in connection with the Grantee's use of the drainage facilities.
- b. Be responsible for the maintenance and repair of said Joint Use Pond Facilities and keep them in good condition and repair and in compliance with all applicable laws, rules, regulations, and ordinances.
 - i. Notwithstanding the foregoing, if a Party modifies the Joint Use Pond Facilities, only that Party will pay for and be responsible for the modification improvements caused by that Party.
 - ii. Modification improvements to the Joint Use Pond Facilities that will exist after the work permitted by Construction Plan File No.

COMM 2019-09 Shoppes at Rivertown is completed will be repaired or replaced by the Party that installs the modification improvements. Notwithstanding the foregoing, if repairs or replacement of any portion of the Joint Use Pond Facilities is required, such repair or replacement shall be performed by, and at the expense of, the Party responsible for the original installment thereof as contemplated in the St. John's River Water Management District permits described below.

- iii. If there are improvements to the Joint Use Pond Facility required outside of Section 1.b.i and ii, above, caused or necessitated by forces or entities outside of either Party's control, including, but not limited to, new code requirements, acts of god, etc., those improvements will be paid by both parties on a pro-rated basis based upon a ratio of actual usage to the total usage by any other user.
- c. Provide St. Johns County a stormwater detention pond (the "Joint Use Pond") with all permitted authorizations and rights in St. Johns River Water Management District Permit No.s 21600-1, 21600-3 and 21463-5 on the subject site (the "Existing Volume"), which permits are incorporated by reference. The Existing Volume is to be exclusive to St. Johns County and is intended to accommodate 16.025 acres of runoff from the impervious area of a built out road section of Longleaf Pine Parkway & Greenbriar Road. This conceptual built-out road section consists of 32.05 acres right-of-way. The Existing Volume shall not be reduced or replaced by any other property owner who contributes runoff to the Joint Use Pond. Notwithstanding the forgoing, Grantee acknowledges that the Joint Use Pond will also accommodate stormwater detention for the adjacent shopping center being developed by Grantor, known as "The Shoppes at Rivertown."
- d. Construct and maintain the Joint Use Pond in a condition that it will lawfully attenuate the stormwater runoff from all contributing drainage basins for the 25 year/24 hour and the 5 year/24 hour design storm events so that the post-developed discharge rate is no greater than the pre-developed discharge rate. The contributing drainage basin is from (i) Longleaf Pine Parkway, (ii) Greenbriar Road, and (iii) The Shoppes at Rivertown. The resultant hydraulic gradient shall comply with the St. Johns County Land Development Code.
- e. Construct and maintain the Joint Use Pond in a condition that does not violate any existing or proposed local, state, or federal permits, including St. Johns River Water Management District permits 21600-1, 21600-3 and 21463-5, and includes conceptual contributing areas of (i) 3.61 acres of Longleaf Pine Parkway at 50% impervious, (ii) 28.44 acres of Greenbriar Road at 50% impervious, (iii) 1.40 acres of green space at 0% impervious, and (iv) 12.99 acres of The Shoppes at Rivertown at 85% impervious.
- 2. Grantor may, at Grantor's expense, modify, reconfigure, and/or relocate the facilities or easement areas that are the subject matter of this Easement, pursuant to plans

approved by St. Johns River Water Management District and St. Johns County, and provided the minimum stormwater treatment volumes listed in Section 1 above are maintained for any proposed relocation of the Joint Use Pond. Any such modification, reconfigured, and/or relocation shall be documented and memorialized by amending this Easement.

- 3. The Grantor and Grantee covenant and agree that neither party shall knowingly discharge, through their use of the Joint Use Pond Facilities into or through the Joint Use Pond Drainage Easement Area, any hazardous or toxic material or substances, any pollutants, or any other substances or materials prohibited or regulated under a federal, state, or local law, ordinance, rule regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits. The Parties shall each make all reasonable efforts to contact the each other regarding any known prohibited discharge into or within the Joint Use Pond Drainage Easement Area originating from any public right-of-way, upon notification, the Party receiving said notification shall responsibly perform the necessary action to contain and eliminate the discharge. Any obligation pertaining to a substance, material, or pollutant cleanup of either party, whether such violation of such laws, ordinances, rules, regulations or permits was known or unknown by the originating party shall, once known, be performed and paid for in full by the originating party. In the event of a prohibited discharge into or within the Joint Use Pond Drainage Easement Area, either party may immediately cure the same and be reimbursed upon demand for reasonable cost thereof as appropriate. Nothing herein shall preclude the Grantor or Grantee from seeking reimbursement from another party responsible identified as the source of the prohibited discharge.
- 4. To the extent permitted under Florida law, Grantee agrees to indemnify and hold Grantor harmless from any and all claims, loss, cost, damage or expense, including reasonable attorneys' fees, caused to or suffered by Grantor attributable directly to any negligent act by any employee, agent, independent contractor or invitee of Grantee in connection with the exercise of the easement rights granted hereunder, up to the Sovereign Immunity limits set forth in Section 768.28, Florida Statutes. Nothing in this Easement shall constitute or be deemed a waiver or modification of Grantee's Sovereign Immunity protection or defenses under federal, state and local law.

This Easement covenant and the obligations and rights set forth above are running with the land and shall be binding upon, and inure to the benefit and burden of the successors and assigns of the respective parties hereto.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:	GRANTOR: PUBLIX SUPER MARKETS, INC., a Florida corporation		
Witness:	By: Print Name:		
Witness:(Name Printed or Typed)	Title:		
Witness:(Name Printed or Typed)			
(Name Printed or Typed)			
STATE OF FLORIDA COUNTY OF POLK			
The foregoing instrument was acl	knowledged before me this day of as of Publix Super Markets		
nc., a Florida corporation, who is author personally known to me or has produced	as of Publix Super Markets rized to act on behalf of the corporation, and who is as identification.		
· ·			
•	Notary Public		
	My Commission expires:		

Signed, sealed and delivered in the presence of:	GRANTEE: ST. JOHNS COUNTY, FLORIDA
Witness: (Name Printed or Typed)	By:
Witness:(Name Printed or Typed)	
STATE OF FLORIDA COUNTY OF ST. JOHNS	
2019, by as	owledged before me this day of

Notary Public
My Commission expires:

Exhibit "A"

"Legal Description"

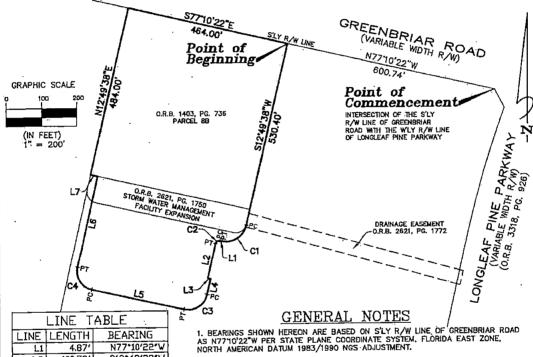
MAP SHOWING

A PORTION OF SECTION 39, THE FRANCIS P. FATIO GRANT, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE, AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT OF WAY LINE OF LONGLEAF PINE PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 7770'22" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, 500.74 FEET TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 8B, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1403, PAGE 736 OF THE PUBLIC RECORDS OF SAID COUNTY TO THE POINT OF BEGINNING: THENCE SOUTH 12'49'38" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESIGNATED STORM WATER MANAGEMENT FACILITY EXPANSION, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2621, PAGE 1750 OF SAID PUBLIC RECORDS AND THE SOUTHERLY PROLONGATION THEREOF, 530.40 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE; THENCE OF A CURVE LEADING SOUTHWESTERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, AN ARC DISTANCE OF 15.71 FEET, SAID ARC BEING SUBTRENCE OF THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND ARC BEING SUBTRENDED BY A CHORD BEARING AND DISTANCE OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, AN ARC DISTANCE OF 15.71 FEET, SAID ARC BEING SUBTRENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57'49'38" WEST, 14.14 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTH 57'49'38" WEST, 14.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12'49'38" WEST, 100.58 FEET; THENCE SOUTH 57'49'38" WEST, 14.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY, HENCE SOUTH 12'49'38" WEST, 45.34 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY, HAVING A RADIUS OF 53.50 FEET, AN ARC DISTANCE OF 8ALO CU

CONTAINING 8.00 ACRES, MORE OR LESS.



BEARING LINE LENGTH N77'10'22'W 4.87 L1 S12*49'38'V 100,58 12 S77'11'30'E L3 8,00 S12*49'38'W 45,34 L4 N77°22'06'W 267.71 L5

264.74

L7

20.93

2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY

- 3. CROSS REFERENCE SURVEY BY CLARY & ASSOCIATES, FILE NO. T5S-1220.
- 4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL UTILIZE THE GRAPHIC SCALE AS SHOWN.

5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

		LU.	KAC IND	ᄕ	
CURVE	LENGTH	RADIUS	DELTA	CHURD	CHURD BEARING
C1	94.25		90°00′00″	84.85	S57°49'38"W
CZ	15,71′		90°00′00″	14.14'	\$57°49'38"W
C3			89*48'16"	77.65	\$57°43'46"W
C4	84.22		90"11'44"	75,79'	N32°16′14″W
<u> </u>	9 7124				

CUDVE TABLE

<u>LEGEND</u>

R/W = RIGHT OF WAY O.R.B. = OFFICIAL RECORDS BOOK PC = POINT OF CURVATURE PT = POINT OF CURVATURE

COMBINED POND

AMENDED 7-11-19 PER COMMENTS

2019-387 JOB NO.

1"=200"

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSINER SERVICES, IN CHAPTER 5.1–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 172.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED MERE

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE). MJC 6-13-19

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

N12°49'38'E

N77°10'22"W

. XAssociates PROFESSIONAL SURVEYORS & MAPPERS NO, 3731 30 CROWN POINT ROAD OCSONVILLE, FLORIDA 32257 34) 260—2703 W.CLARYASSOC.COM

CHECKED BY:

DRAFTER

DATE

SCALE

COLLIGAN P.S.M. CERT. NO. 6788 MICHAEL J.







October 3, 2019

Exchange of Real Property Publix Super Markets, Inc. St. Johns County Shoppes at Rivertown Land Management Systems Real Estate Division (904) 209-0790

Disclaimer:
This map is for reference use only.
Data provided are derived from multiplications ources 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.

