

RESOLUTION NO. 2020- 207

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 A COUNTY OWNED RETENTION POND AND THE PROPOSED FLAGLER COLLEGE INTRAMURAL FIELDS LOCATED ON OLD MOULTRIE ROAD.

RECITALS

WHEREAS, Flagler College (“Flagler”) has plans to construct a six acre intramural sports complex on its property located on Old Moultrie Road to serve the students of Flagler College; and

WHEREAS, St. Johns County (“County”) owns property adjacent to Flagler’s property that is used for a retention pond for stormwater drainage; and

WHEREAS, Flagler has requested to incorporate the County’s property into its proposed development to have the ability to relocate the pond to a more suitable location and to maintain a future pond and have a joint use with the County for the intended purposes; and

WHEREAS, Flagler and the County have agreed that an exchange of property can be used to allow the relocation, maintenance and joint use by virtue of a conveyance of the County’s property by County Deed from the County to Flagler, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, and a Temporary Easement Agreement for Stormwater Drainage and Detention from Flagler to the County, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof and a Grant of Easement and Covenant from Flagler to the County, attached hereto as Exhibit “C”, incorporated by reference and made a part hereof; and

WHEREAS, approval of this exchange will ultimately be beneficial to the County by Flagler taking over maintenance responsibilities of the retention pond and the passage of this Resolution will deem the County’s property not needed for County purposes as the Temporary Easement Agreement for Stormwater Drainage and Detention and 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 had 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 Temporary Easement Agreement for Stormwater Drainage and Detention 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 Grant of Easement and Covenant is hereby accepted and the Chair of the Board is hereby authorized to join on the execution of the easement on behalf of the County.
- d. The Clerk is instructed to record the original County Deed, the Temporary Easement Agreement for Stormwater Drainage and Detention and the 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 16 day of June, 2020.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 6/18/20



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

COUNTY DEED

THIS DEED, made this ____ day of _____, 2020, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, a/k/a **ST. JOHNS COUNTY, FLORIDA** a/k/a **THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter "Grantor", to **FLAGLER COLLEGE, INC.**, a Florida not-for-profit corporation, whose address is 74 King Street, St. Augustine, Florida 32084, 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.

ST. JOHNS COUNTY, FLORIDA, a political
subdivision of the State of Florida, a/k/a ST. JOHNS
COUNTY, FLORIDA, a/k/a
THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: _____
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by Jeb S. Smith, Chair of St. Johns County, Florida, a political subdivision of the State of Florida, a/k/a St. Johns County, Florida a/k/a The Board of County Commissioners of St. Johns County, Florida.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT "A" to County Deed

PART OF SECTION 30 AND SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT AN OLD CONCRETE MONUMENT LOCATED ON THE WEST LINE OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST AND BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND GENERALLY KNOWN AS LOT OR TRACT 10 OF THE PERPALL GRANT, THENCE SOUTH 89°15'00" EAST, ALONG THE NORTH LINE OF SAID LOT OR TRACT 10, A DISTANCE OF 300.70 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (A 66 FOOT RIGHT-OF-WAY ALSO KNOWN AS COUNTY ROAD NO. 5A); THENCE SOUTH 00°02'00" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID OLD MOULTRIE ROAD, A DISTANCE OF 411.14 FEET; THENCE CONTINUE SOUTH 00°02'00" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 471.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1877.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 124.95 FEET ALONG A CHORD BEARING OF SOUTH 01°56'26" WEST AND A CHORD DISTANCE OF 124.93 FEET; THENCE NORTH 81°43'11" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 209.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06°37'00" WEST, A DISTANCE OF 87.11 FEET; THENCE NORTH 83°30'34" WEST, A DISTANCE OF 136.31 FEET; THENCE NORTH 00°06'00" EAST, A DISTANCE OF 488.25 FEET; THENCE SOUTH 85°29'21" EAST, A DISTANCE OF 103.16 FEET; THENCE SOUTH 01°00'24" WEST, A DISTANCE OF 401.97 FEET; THENCE SOUTH 81°43'11" EAST, A DISTANCE OF 49.36 FEET TO THE POINT OF BEGINNING. CONTAINING A TOTAL OF 52,444 SQUARE FEET OR 1.20 ACRES, MORE OR LESS.

Together with the following described easements:

(15 Feet Wide Easement)

A perpetual and nonexclusive easement for ingress and egress and installation and maintenance of underground drainage pipes lying within Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, lying 15 feet South of the following described line:

Beginning at the southeast corner of the lands described in Official Records Book 719, page 145, of the public records of said County; thence North 87 degrees 32 minutes 00 seconds West, along the South line of said lands in Official Records Book 719, page 145 a distance of 254.21 feet and there terminating. Said parcel extends easterly to the westerly right-of-way of State Road 5-A, a 66 foot right-of-way and westerly to the East line of Parcel Two described in deed recorded in Official Records Book 964, page 805, of the public records of said County.

And:

(15 Feet Wide Easement)

A perpetual and nonexclusive easement for ingress and egress and installation and maintenance of underground drainage pipes lying within a parcel of land lying within Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, lying 15 feet North of the following described line:

Beginning at the northeast corner of the lands described in Official Records Book 737, page 717, of the public records of said County; thence North 83 degrees 34 minutes 54 seconds West, along the North line of said lands in Official Records Book 737, page 717, a distance of 258.78 feet and there terminating. Said parcel extends easterly to the West right-of-way of State Road 5-A, a 66 foot right-of-way and westerly to the East line of Parcel Two described in deed recorded in Official Records Book 964, page 805, of the public records of said County.

Prepared by/return to:
Sidney F. Ansbacher, Esq.
Upchurch, Bailey and Upchurch, P.A.
780 N. Ponce de Leon Boulevard
St. Augustine, Florida 32085-3007

**TEMPORARY EASEMENT AGREEMENT FOR
STORMWATER DRAINAGE AND DETENTION**

This Temporary Easement Agreement for Stormwater Drainage and Detention (this "Agreement"), is made the ____ day of _____, 2020 ("Effective Date"), by and between FLAGLER COLLEGE, INC., a Florida not-for-profit corporation, whose address is 74 King Street, St. Augustine, Florida 32084 ("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 ("Grantee"). Grantor and Grantee are sometime referred to in this Agreement individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Grantor is the owner of record of certain real property in St. Augustine, St. Johns County, Florida, and legally described on the attached Exhibit A ("Grantor's Property"); and

WHEREAS, Grantee owns and operates certain rights-of-way adjacent to and nearby the Grantor's Property ("Grantee's Infrastructure"); and

WHEREAS, Grantee's Infrastructure includes the stormwater drainage infrastructure and stormwater retention area identified and depicted in Exhibit B (variously referred to hereafter as "Stormwater Drainage and Detention Improvements" or "Temporary Stormwater Easement Area"). The Grantee is conveying its Stormwater Drainage and Detention Improvements to Grantor on or about the Effective Date of this Agreement. A true and correct copy of the deed including the Stormwater Drainage and Detention Improvements from Grantee to Grantor is attached as Exhibit C; and

WHEREAS, also on or about the Effective Date of this Agreement, Grantor shall convey to Grantee the Grant of Easement and Covenant, a true and correct copy attached as Exhibit D, which will grant Grantee an easement in and joint use of the Joint Use Pond Facilities and Joint Use Pond Drainage Easement Area, as those two terms are defined in the Grant of Easement and Covenant; and

WHEREAS, Grantee requires continued use of the Stormwater Drainage and Detention Improvements, until the Grantor obtains permits for and completes the Joint Use Pond Facilities and Joint Use Pond Drainage Area; and

WHEREAS, Grantor shall build and utilize the Joint Use Pond Facilities and Joint Use Pond Drainage Easement Area, which will serve as the replacement stormwater drainage and detention improvements, to convey, to detain, and to store stormwater for Grantor's athletic fields and related improvements on Grantor's Property and for the Grantee's Infrastructure; and

WHEREAS, Grantor desires to grant Grantee a temporary easement in, under, along, through and across Grantor's Property for the Grantee's continued use of the Stormwater Drainage and Detention Improvements on terms and conditions contained herein.

NOW, THEREFORE, for sum of ten dollars (\$10.00), and other good and valuable mutual consideration, the receipt and adequacy of which are acknowledged, Grantor and Grantee covenant and agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are hereby incorporated by reference as if set forth fully herein.

2. GRANT OF EASEMENT. Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, the following:

2.1 Utility and Stormwater Drainage and Detention Easement. A temporary easement over, under, in, along, across and upon the portion of Grantor's Property shown in Exhibit B as the Temporary Stormwater Easement Area, including the right to ingress and egress for the lawful operation, maintenance, repair, replacement and use of the Stormwater Drainage and Detention Improvements (the "Temporary Easement").

Grantee's rights in the Temporary Stormwater Easement Area described above include the right for Grantee's employees, contractors and subcontractors to go in, on, under, and through the Temporary Stormwater Easement Area for the purposes described above.

3. TERMS OF EASEMENT.

3.1 Temporary Easement. This Temporary Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the date all of the Joint Use Pond Facilities and Joint Use Pond Drainage Easement Area are permitted, constructed, and, as applicable, as-builts have been approved by all agencies of competent jurisdiction. Upon the termination and expiration of the term of the Temporary Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Temporary Easement shall automatically terminate and be of no further force and effect, except the Parties' cross-indemnifications at paragraph 5 below shall survive for two (2) years after termination and expiration. Immediately upon such termination and expiration, Grantee's rights to stormwater drainage, storage, and treatment in, on, under, across, and through the Grantor's Property shall be governed by the Grant of Easement and Covenant.

3.2. Reservation by Grantee. In the event the Joint Use Pond Facilities and Drainage Area is never constructed or completed by the Grantor, the Grantee hereby reserves unto itself all the easement rights and continued use of the Stormwater Easement Area described in Exhibit "B".

4. RESERVATION BY GRANTOR/NON-EXCLUSIVE USE. All right, title, and interest in and to the Temporary Easement under this Agreement that may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor; provided, however, that Grantor shall not locate any structures which may cause damage to or interfere with the Stormwater Drainage and Detention Improvements within the Temporary Stormwater Easement Area; or develop, landscape, or beautify any portion of Grantor's Property in any way which would unreasonably or materially increase the costs to Grantee of maintaining the stormwater drainage and detention improvements.

5. INDEMNIFICATION. Subject to the limitations under s. 768.28, F.S., Grantee (including its employees, contractors, and agents) does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for damage to property or person whatsoever, arising from or caused by Grantee's negligent exercise of any of Grantee's rights under this Agreement. Nothing contained herein shall be interpreted to waive any statutory or common law grant of privilege of immunity, except to the limited extent set forth in this paragraph 5.

Grantor does hereby agree to defend, hold harmless, and indemnify Grantee, its successors and assigns, from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for damage to property or persons whatsoever, arising from or caused by Grantor's negligent maintenance or security of the Temporary Stormwater Easement Area.

6. COMPLIANCE WITH LAWS. Grantee shall maintain and operate the Stormwater Drainage and Detention Improvements in a workmanlike manner and in compliance with applicable laws, statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

7. COVENANTS RUNNING WITH THE LAND. The Parties agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

8. AUTHORIZED REPRESENTATIVE. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

9. NOTICES. Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail, and addressed to the party for whom such notices are intended, addressed in each case as follows:

All notices to Grantor shall be sent to:

Flagler College, Inc.
Attn: _____
74 King Street
St. Augustine, Florida 32084
Email: _____

With a copy to:

John D. Bailey, Jr., Esq.
Sidney F. Ansbacher, Esq.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
Email: jdbailey@ubulaw.com
Email: sfansbacher@ubulaw.com

All notices to Grantee shall be sent to:

St. Johns County, Florida
Attn: St. Johns County Engineering Department
2750 Industry Center Road
St. Augustine, Florida 32084

With a copy to:

St. Johns County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

10. ASSIGNMENT. Grantee may not assign their rights hereunder without the prior written consent of Grantor.

11. ENTIRE AGREEMENT; AMENDMENT. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and the parties acknowledge and understand that, upon completion, any and all such Schedules and Exhibits shall be deemed to be made a part collectively hereof.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of laws provisions. If legal action, arbitration or other proceeding is brought to enforce or to resolve any dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable Attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled.

13. SEVERABILITY. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

14. COUNTERPARTS. This Agreement may be executed in any number or counterparts, each of which shall be an original; but such counterparts shall together constitute by one and the same instrument. Facsimile and electronic mail signatures shall be treated as original signatures of the parties for the purposes hereto.

15. ELECTRONIC/FAX SIGNATURES. Unless required otherwise elsewhere in this Agreement, any signed document transmitted electronically or by facsimile (fax) machine shall be treated in all manner and respect as an original document and the signature of any party hereto upon a document transmitted electronically or by fax machine shall be considered an original signature.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES FOUND ON FOLLOWING PAGES]

GRANTOR

Signed, witnessed, executed and acknowledged on this ____ day of _____,
2020.

WITNESSES:

FLAGLER COLLEGE, INC, a Florida not-
for-profit corporation

By: _____

(Please print)

(Please print)

Its: _____

(Please print)

STATE OF _____)

COUNTY OF _____)

The foregoing instruction was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2020, by _____, as _____, of Flagler College, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who () is personally known to me or () has produced a valid driver's license as identification.

Notary Public

(Name of notary, typed/stamped/printed)

My commission number: _____

My commission expires: _____

GRANTEE

Signed, witnessed, executed and acknowledged on this _____ day of _____, 2020.

ST. JOHNS COUNTY, FLORIDA

Hunter S. Conrad,
County Administrator

By: _____
Jeb S. Smith, Chair
Board of County Commissioners

Date: _____

ATTEST:
BRANDON PATTY, CLERK

By: _____
Deputy Clerk

Legal Review By:

County Attorney

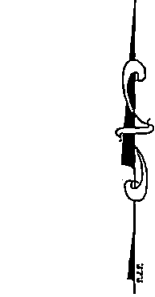
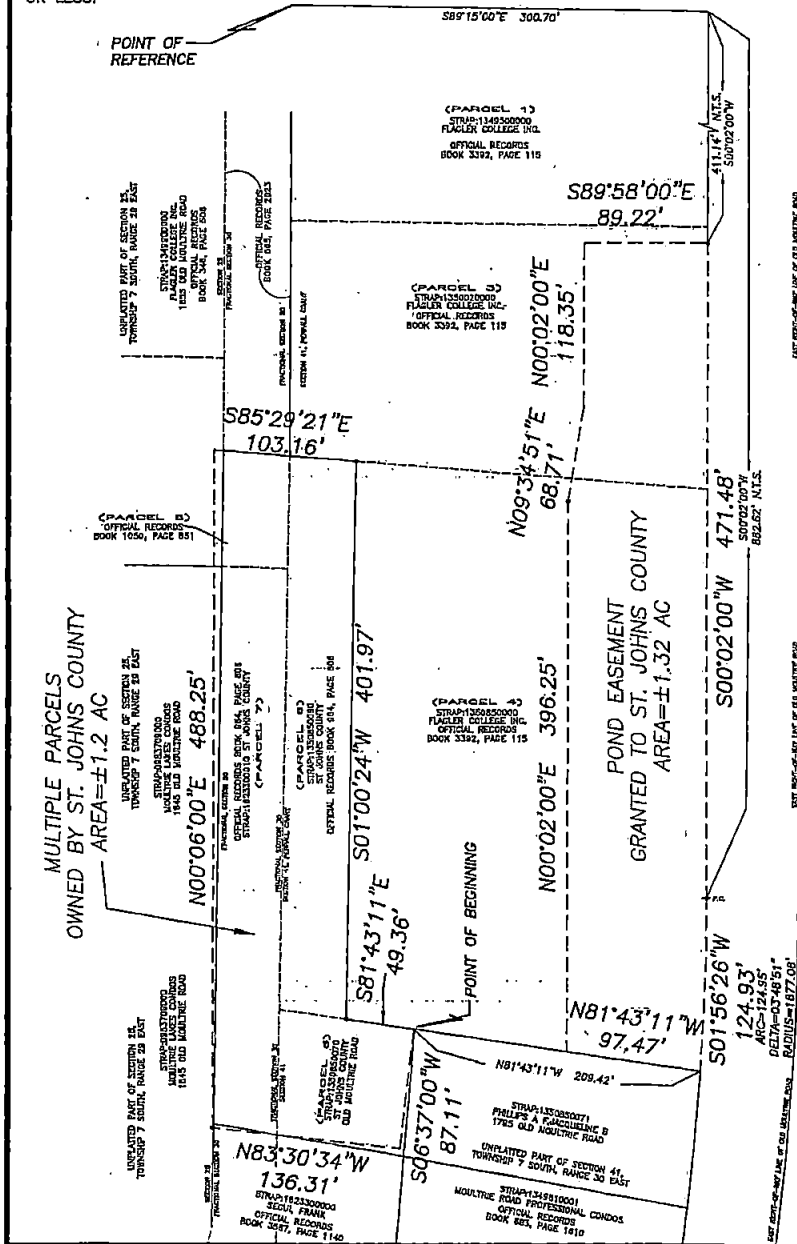
Exhibit A to
Temporary Easement Agreement for Stormwater Drainage and Detention

PART OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT AN OLD CONCRETE MONUMENT LOCATED ON THE WEST LINE OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST AND BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND GENERALLY KNOWN AS LOT OR TRACT 10 OF THE PERPALL GRANT, THENCE SOUTH 89°15'00" EAST, ALONG THE NORTH LINE OF SAID LOT OR TRACT 10, A DISTANCE OF 300.70 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (A 66 FOOT RIGHT-OF-WAY ALSO KNOWN AS COUNTY ROAD NO. 5A); THENCE SOUTH 00°02'00" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID OLD MOULTRIE ROAD, A DISTANCE OF 411.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°02'00" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 471.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1877.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 124.95 FEET ALONG A CHORD BEARING OF SOUTH 01°56'26" WEST AND A CHORD DISTANCE OF 124.93 FEET; THENCE NORTH 81°43'11" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 97.47 FEET; THENCE NORTH 00°02'00" EAST, A DISTANCE OF 396.25 FEET; THENCE NORTH 09°34'51" EAST, A DISTANCE OF 68.71 FEET; THENCE NORTH 00°02'00" EAST, A DISTANCE OF 118.35 FEET; THENCE SOUTH 89°58'00" EAST, A DISTANCE OF 89.22 FEET TO AN INTERSECTION WITH THE AFORESAID WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (COUNTY ROAD NO. 5A) AND THE POINT OF BEGINNING. CONTAINING A TOTAL OF 57,420 SQUARE FEET OR 1.32 ACRES, MORE OR LESS.

Exhibit B to Temporary Easement for
Stormwater Drainage and Detention

MAP OF:

PART OF SECTION 30 AND SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT AN OLD CONCRETE MONUMENT LOCATED ON THE WEST LINE OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST AND BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND GENERALLY KNOWN AS LOT OR TRACT 10 OF THE PERPALL GRANT, THENCE SOUTH 89°15'00" EAST, ALONG THE NORTH LINE OF SAID LOT OR TRACT 10, A DISTANCE OF 300.70 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (A 66 FOOT RIGHT-OF-WAY ALSO KNOWN AS COUNTY ROAD NO. 5A); THENCE SOUTH 00°02'00" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID OLD MOULTRIE ROAD, A DISTANCE OF 411.14 FEET; THENCE CONTINUE SOUTH 00°02'00" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 471.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1877.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 124.95 FEET ALONG A CHORD BEARING OF SOUTH 01°56'26" WEST AND A CHORD DISTANCE OF 124.93 FEET; THENCE NORTH 81°43'11" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 209.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06°37'00" WEST, A DISTANCE OF 87.11 FEET; THENCE NORTH 83°30'34" WEST, A DISTANCE OF 136.31 FEET; THENCE NORTH 00°06'00" EAST, A DISTANCE OF 488.25 FEET; THENCE SOUTH 85°29'21" EAST, A DISTANCE OF 103.16 FEET; THENCE SOUTH 01°00'24" WEST, A DISTANCE OF 401.97 FEET; THENCE SOUTH 81°43'11" EAST, A DISTANCE OF 49.36 FEET TO THE POINT OF BEGINNING. CONTAINING A TOTAL OF 52,444 SQUARE FEET OR 1.20 ACRES, MORE OR LESS.



OLD MOULTRIE ROAD
AWA OR S-5A
FORMER STATE ROAD S-5A
66' RIGHT-OF-WAY

NOTED:
THIS IS A MAP AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
BEARINGS BASED ON THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD AS BEING S 00°02'00" W
N.T.S. DENOTES NOT TO SCALE
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
CERTIFIED TO:
FLAGLER COLLEGE
MEANS ENGINEERING, INC.
ST. JOHNS COUNTY
UPCHURCH, BAILEY & UPCHURCH, P.A.
REVISED 04/06/2020 TO ADD CERTIFICATIONS



DURDEN
SURVEYING AND MAPPING, INC.
1825-B 3RD STREET NORTH
JACKSONVILLE BEACH, FLORIDA 32250
(904) 853-6822 FAX 853-6825
LICENSED BUSINESS NO. 6696

I hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027 Florida Statutes and Chapter 5J17 Florida Administrative Code

Bruce Durden Jr.
FLORIDA REGISTERED SURVEYOR No. 4707
H. BRUCE DURDEN, JR.

SIGNED JUNE 6, 2018 SCALE: 1" = 100'

THIS SURVEY NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE ABOVE SIGNED, **B-9317**

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

COUNTY DEED

THIS DEED, made this ____ day of _____, 2020, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, a/k/a **ST. JOHNS COUNTY, FLORIDA** a/k/a **THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter "Grantor", to **FLAGLER COLLEGE, INC.**, a Florida not-for-profit corporation, whose address is 74 King Street, St. Augustine, Florida 32084, 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.

ST. JOHNS COUNTY, FLORIDA, a political
subdivision of the State of Florida, a/k/a ST. JOHNS
COUNTY, FLORIDA, a/k/a
THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: _____
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by Jeb S. Smith, Chair of St. Johns County, Florida, a political subdivision of the State of Florida, a/k/a St. Johns County, Florida a/k/a The Board of County Commissioners of St. Johns County, Florida.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT "A" to County Deed

PART OF SECTION 30 AND SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT AN OLD CONCRETE MONUMENT LOCATED ON THE WEST LINE OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST AND BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND GENERALLY KNOWN AS LOT OR TRACT 10 OF THE PERPALL GRANT, THENCE SOUTH 89°15'00" EAST, ALONG THE NORTH LINE OF SAID LOT OR TRACT 10, A DISTANCE OF 300.70 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (A 66 FOOT RIGHT-OF-WAY ALSO KNOWN AS COUNTY ROAD NO. 5A); THENCE SOUTH 00°02'00" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID OLD MOULTRIE ROAD, A DISTANCE OF 411.14 FEET; THENCE CONTINUE SOUTH 00°02'00" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 471.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1877.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 124.95 FEET ALONG A CHORD BEARING OF SOUTH 01°56'26" WEST AND A CHORD DISTANCE OF 124.93 FEET; THENCE NORTH 81°43'11" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 209.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06°37'00" WEST, A DISTANCE OF 87.11 FEET; THENCE NORTH 83°30'34" WEST, A DISTANCE OF 136.31 FEET; THENCE NORTH 00°06'00" EAST, A DISTANCE OF 488.25 FEET; THENCE SOUTH 85°29'21" EAST, A DISTANCE OF 103.16 FEET; THENCE SOUTH 01°00'24" WEST, A DISTANCE OF 401.97 FEET; THENCE SOUTH 81°43'11" EAST, A DISTANCE OF 49.36 FEET TO THE POINT OF BEGINNING. CONTAINING A TOTAL OF 52,444 SQUARE FEET OR 1.20 ACRES, MORE OR LESS.

Together with the following described easements:

(15 Feet Wide Easement)

A perpetual and nonexclusive easement for ingress and egress and installation and maintenance of underground drainage pipes lying within Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, lying 15 feet South of the following described line:

Beginning at the southeast corner of the lands described in Official Records Book 719, page 145, of the public records of said County; thence North 87 degrees 32 minutes 00 seconds West, along the South line of said lands in Official Records Book 719, page 145 a distance of 254.21 feet and there terminating. Said parcel extends easterly to the westerly right-of-way of State Road 5-A, a 66 foot right-of-way and westerly to the East line of Parcel Two described in deed recorded in Official Records Book 964, page 805, of the public records of said County.

And:

(15 Feet Wide Easement)

A perpetual and nonexclusive easement for ingress and egress and installation and maintenance of underground drainage pipes lying within a parcel of land lying within Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, lying 15 feet North of the following described line:

Beginning at the northeast corner of the lands described in Official Records Book 737, page 717, of the public records of said County; thence North 83 degrees 34 minutes 54 seconds West, along the North line of said lands in Official Records Book 737, page 717, a distance of 258.78 feet and there terminating. Said parcel extends easterly to the West right-of-way of State Road 5-A, a 66 foot right-of-way and westerly to the East line of Parcel Two described in deed recorded in Official Records Book 964, page 805, of the public records of said County.

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 (“Agreement”), made this ____ day of _____, 2020, between **FLAGLER COLLEGE, INC.**, a Florida not-for-profit corporation whose address is 74 King Street, St. Augustine, Florida 32084, 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” (Grantor and Grantee shall sometimes be called the “Party” or “Parties,” as context may dictate).

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

The property described in Exhibit “A,” incorporated by reference and made a part hereof (the “Joint Use Pond Drainage Easement Area”) (collectively, the Joint Use Pond Facilities and Joint Use Pond Drainage Easement Area constitute the “Property”).

TOGETHER with the right to said Grantee, its successors and assigns, of ingress and egress, to and over the Property, and for doing anything necessary, useful or convenient for the enjoyment of the Easement.

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 appropriate governmental agencies in connection with the Grantee’s use of the Joint Use Pond Facilities and the Joint Use Pond Drainage Easement Area.
 - 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.
 - c. Provide St. Johns County a stormwater detention pond (the “Joint Use Pond”) on the Property with a treatment volume consistent with all permitted authorizations and rights in St. Johns River Water Management District (SJRWMD) Permit No. 47995-1,

f/k/a SJRWMD Permit No. 42-109-0525 (the County SJRMED Permit) (the "Existing Volume"), which permits are incorporated by reference.

d. Construct and maintain the Joint Use Pond in a condition that will lawfully attenuate the stormwater runoff from all contributing drainage basins for 25 year/24 hour storm events so that the post-developed discharge rate is no greater than the pre-developed discharge rate. The resultant hydraulic gradient shall comply with the St. Johns County Land Development Code and applicable SJRWMD authority.

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 the County SJRWMD Permit.

2. Grantor may, at Grantor's expense, modify, reconfigure, or relocate any or all of the facilities or Property that is subject to this Easement, provided that:

a. The plans for such modification, reconfiguration, or relocation are approved by the Grantee, which approval shall not be unreasonably withheld;

b. Grantor obtains, or coordinates with Grantee in obtaining any and all necessary approvals and permits from appropriate governmental agencies in connection with the modification, reconfiguration, or relocation;

c. The minimum stormwater treatment volumes listed in Section 1 above are maintained for any modification, reconfiguration, or relocation of the Joint Use Pond; and

d. Any such modification, reconfiguration, 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 or knowingly allow the discharge, through that Party's 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 (collectively or separately, "Prohibited Discharge"), except in accordance with such laws, ordinances, rules, regulations and permits. The Parties shall each make all reasonable efforts to contact each other regarding any known or suspected Prohibited Discharge into or within the Joint Use Pond Drainage Easement Area, whether or not originating from any public right-of-way. The apparently originating Party shall responsibly perform the necessary action to contain and eliminate the discharge. Any obligation pertaining to a Prohibited Discharge, 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 a third party 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 rights granted hereunder in this Agreement, up to the Sovereign Immunity limits set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute or be deemed a waiver or modification of Grantee's Sovereign Immunity protection or defenses under federal, state and local law.

5. Grantor represents and warrants that it is the true owner of record of the property and that it has full power and authority to grant to Grantee the rights granted hereunder.

The Easement covenant and the obligations and rights set forth in this Agreement 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:
FLAGLER COLLEGE, INC. a Florida not-for-profit Corporation

Witness: _____
(Name Printed or Typed)

By: _____
Print Name: _____
Title: _____

Witness: _____
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ for Flagler College, Inc.

Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR
Produced Identification _____
Type of Identification Produced _____

Signed, sealed and delivered in the presence of:

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

Witness: _____
By: _____
Print Name: Jeb. S. Smith, Chair
(Name Printed or Typed)

Witness: _____
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by Jeb. S. Smith as Chair of the Board of County Commissioners of Johns County, Florida, who is authorized to act on behalf of ST. JOHNS COUNTY, a political subdivision of the State of Florida.

Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR
Produced Identification _____
Type of Identification Produced _____

Exhibit "A" to Grant of Easement and Covenant

PART OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT AN OLD CONCRETE MONUMENT LOCATED ON THE WEST LINE OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST AND BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND GENERALLY KNOWN AS LOT OR TRACT 10 OF THE PERPALL GRANT, THENCE SOUTH 89°15'00" EAST, ALONG THE NORTH LINE OF SAID LOT OR TRACT 10, A DISTANCE OF 300.70 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (A 66 FOOT RIGHT-OF-WAY ALSO KNOWN AS COUNTY ROAD NO. 5A); THENCE SOUTH 00°02'00" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID OLD MOULTRIE ROAD, A DISTANCE OF 411.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°02'00" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 471.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1877.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 124.95 FEET ALONG A CHORD BEARING OF SOUTH 01°56'26" WEST AND A CHORD DISTANCE OF 124.93 FEET; THENCE NORTH 81°43'11" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 97.47 FEET; THENCE NORTH 00°02'00" EAST, A DISTANCE OF 396.25 FEET; THENCE NORTH 09°34'51" EAST, A DISTANCE OF 68.71 FEET; THENCE NORTH 00°02'00" EAST, A DISTANCE OF 118.35 FEET; THENCE SOUTH 89°58'00" EAST, A DISTANCE OF 89.22 FEET TO AN INTERSECTION WITH THE AFORESAID WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (COUNTY ROAD NO. 5A) AND THE POINT OF BEGINNING. CONTAINING A TOTAL OF 57,420 SQUARE FEET OR 1.32 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 ("Agreement"), made this ____ day of _____, 2020, between **FLAGLER COLLEGE, INC.**, a Florida not-for-profit corporation whose address is 74 King Street, St. Augustine, Florida 32084, 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" (Grantor and Grantee shall sometimes be called the "Party" or "Parties," as context may dictate).

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

The property described in Exhibit "A," incorporated by reference and made a part hereof (the "Joint Use Pond Drainage Easement Area") (collectively, the Joint Use Pond Facilities and Joint Use Pond Drainage Easement Area constitute the "Property").

TOGETHER with the right to said Grantee, its successors and assigns, of ingress and egress, to and over the Property, and for doing anything necessary, useful or convenient for the enjoyment of the Easement.

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 appropriate governmental agencies in connection with the Grantee's use of the Joint Use Pond Facilities and the Joint Use Pond Drainage Easement Area.
 - 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.
 - c. Provide St. Johns County a stormwater detention pond (the "Joint Use Pond") on the Property with a treatment volume consistent with all permitted authorizations and rights in St. Johns River Water Management District (SJRWMD) Permit No. 47995-1,

f/k/a SJRWMD Permit No. 42-109-0525 (the County SJRMED Permit) (the "Existing Volume"), which permits are incorporated by reference.

d. Construct and maintain the Joint Use Pond in a condition that will lawfully attenuate the stormwater runoff from all contributing drainage basins for 25 year/24 hour storm events so that the post-developed discharge rate is no greater than the pre-developed discharge rate. The resultant hydraulic gradient shall comply with the St. Johns County Land Development Code and applicable SJRWMD authority.

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 the County SJRWMD Permit.

2. Grantor may, at Grantor's expense, modify, reconfigure, or relocate any or all of the facilities or Property that is subject to this Easement, provided that:

a. The plans for such modification, reconfiguration, or relocation are approved by the Grantee, which approval shall not be unreasonably withheld;

b. Grantor obtains, or coordinates with Grantee in obtaining any and all necessary approvals and permits from appropriate governmental agencies in connection with the modification, reconfiguration, or relocation;

c. The minimum stormwater treatment volumes listed in Section 1 above are maintained for any modification, reconfiguration, or relocation of the Joint Use Pond; and

d. Any such modification, reconfiguration, 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 or knowingly allow the discharge, through that Party's 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 (collectively or separately, "Prohibited Discharge"), except in accordance with such laws, ordinances, rules, regulations and permits. The Parties shall each make all reasonable efforts to contact each other regarding any known or suspected Prohibited Discharge into or within the Joint Use Pond Drainage Easement Area, whether or not originating from any public right-of-way. The apparently originating Party shall responsibly perform the necessary action to contain and eliminate the discharge. Any obligation pertaining to a Prohibited Discharge, 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 a third party 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 rights granted hereunder in this Agreement, up to the Sovereign Immunity limits set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute or be deemed a waiver or modification of Grantee's Sovereign Immunity protection or defenses under federal, state and local law.

5. Grantor represents and warrants that it is the true owner of record of the property and that it has full power and authority to grant to Grantee the rights granted hereunder.

The Easement covenant and the obligations and rights set forth in this Agreement 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:
FLAGLER COLLEGE, INC. a Florida not-for-profit Corporation

Witness: _____
(Name Printed or Typed)

By: _____
Print Name: _____
Title: _____

Witness: _____
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ for Flagler College, Inc.

Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR
Produced Identification: _____
Type of Identification Produced _____

Signed, sealed and delivered in the presence of:

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

Witness: _____

(Name Printed or Typed)

By: _____
Print Name: Jeb. S. Smith, Chair

Witness: _____

(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

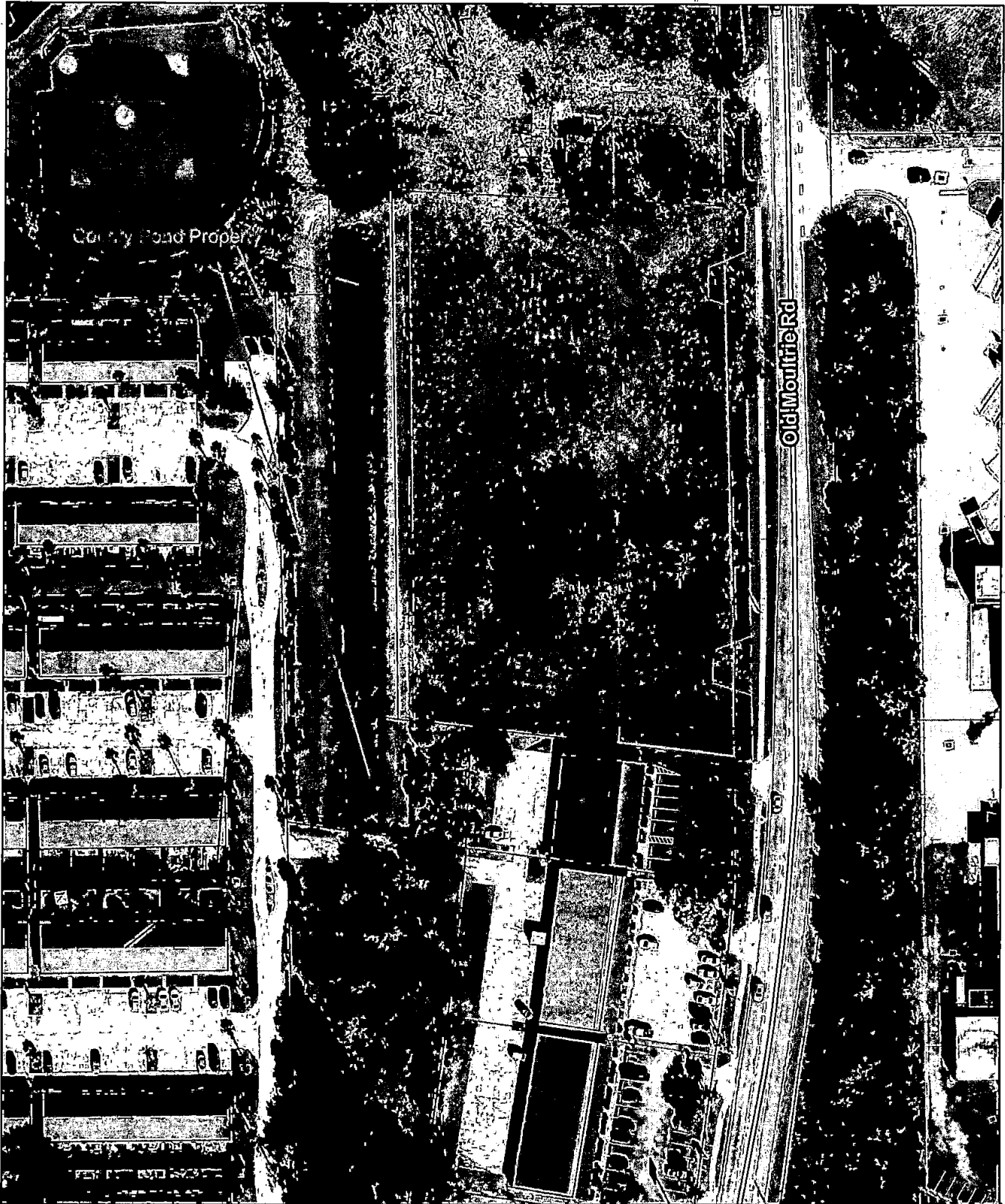
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by Jeb. S. Smith as Chair of the Board of County Commissioners of Johns County, Florida, who is authorized to act on behalf of ST. JOHNS COUNTY, a political subdivision of the State of Florida.

Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR
Produced Identification _____
Type of Identification Produced _____

Exhibit "A" to Grant of Easement and Covenant

PART OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT AN OLD CONCRETE MONUMENT LOCATED ON THE WEST LINE OF SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST AND BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND GENERALLY KNOWN AS LOT OR TRACT 10 OF THE PERPALL GRANT, THENCE SOUTH 89°15'00" EAST, ALONG THE NORTH LINE OF SAID LOT OR TRACT 10, A DISTANCE OF 300.70 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (A 66 FOOT RIGHT-OF-WAY ALSO KNOWN AS COUNTY ROAD NO. 5A); THENCE SOUTH 00°02'00" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID OLD MOULTRIE ROAD, A DISTANCE OF 411.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°02'00" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 471.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1877.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 124.95 FEET ALONG A CHORD BEARING OF SOUTH 01°56'26" WEST AND A CHORD DISTANCE OF 124.93 FEET; THENCE NORTH 81°43'11" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 97.47 FEET; THENCE NORTH 00°02'00" EAST, A DISTANCE OF 396.25 FEET; THENCE NORTH 09°34'51" EAST, A DISTANCE OF 68.71 FEET; THENCE NORTH 00°02'00" EAST, A DISTANCE OF 118.35 FEET; THENCE SOUTH 89°58'00" EAST, A DISTANCE OF 89.22 FEET TO AN INTERSECTION WITH THE AFORESAID WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (COUNTY ROAD NO. 5A) AND THE POINT OF BEGINNING. CONTAINING A TOTAL OF 57,420 SQUARE FEET OR 1.32 ACRES, MORE OR LESS.



County Pond Property

Old Moultrie Rd



2019 Aerial Imagery
May 26, 2020

*Flagler College Intramural Fields
County Pond
Exchange of Property - Old Moultrie Road*

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 herein.

