

RESOLUTION NO. 2021- 247

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, ACCEPTING A GRANT OF EASEMENT FOR DRAINAGE PURPOSES AND APPROVING TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE, TO EXECUTE A LICENSE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County ("County") owns a certain drainage area located west of Avenue B and being part of the Oak Grove Unit 2 Unrecorded Plat ("Drainage Area"); and

WHEREAS, the County would like to perform drainage improvements within a drainage ditch that runs along the south line of Lot 7, Block 2, of said Oak Grove, and connects to the Drainage Area; and

WHEREAS, the owners of said property ("Owners") have agreed to give the County a Grant of Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, across the drainage ditch to perform the drainage improvements and routine maintenance; and

WHEREAS, Owners have requested a License Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, to allow an existing pole barn to remain on a portion of the Drainage Area not needed for County use that is adjacent to their property; and

WHEREAS, the License Agreement is revocable should the County determine a need for the property; and

WHEREAS, approval of the License Agreement and acceptance of the Grant of Easement is in the overall best interest of the County for the health, safety and welfare of its citizens.

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. The Board of County Commissioners hereby accepts the Grant of Easement for the purposes mentioned above.

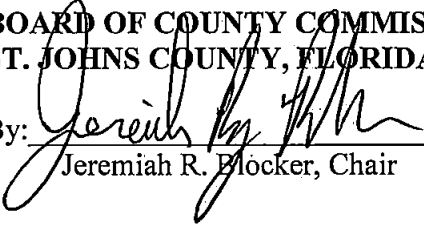
Section 3. The Board of County Commissioners of St. Johns County hereby approves the terms of a License Agreement and authorizes the County Administrator, or designee, to execute said Agreement.

Section 4. The Clerk is instructed to record the original Grant of Easement and License Agreement in the Official Records of St. Johns County, Florida.

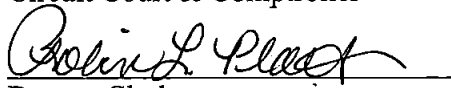
Section 5. To the extent that there are scrivener's, typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED this 15th day of June, 2021.

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

By: 
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller


Deputy Clerk

RENDITION DATE JUN 17 2021



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

GRANT OF EASEMENT

THIS INDENTURE, made this 24th day of May, 2021, between **Kenneth Hall, Jr. and Kenneth Hall and Irmay Hall, husband and wife** whose address is 2560 Saint Augustine Blvd., St. Augustine, FL 32086, hereinafter called **GRANTOR**, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called **GRANTEE**.

WITNESSETH: That Grantor, for and in consideration of the benefit that Grantor will receive, the receipt of which is hereby acknowledged, has granted and conveyed to the Grantee, its successors and assigns, an ingress and egress easement with the right, privilege, and authority to said Grantee, its successors and assigns, forever, an unobstructed right-of-way and non-exclusive permanent easement with the right, privilege and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve and repair either above or below the surface of the ground, road right-of-way, drainage facilities and utilities on, along, over, through, across or under the following described land, situated in St. Johns County, Florida, to wit:

Property described on attached **EXHIBIT "A"**, incorporated by reference and made a part hereof.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

Grantor:

(Sign) [Signature]
(Print) Loanne Ford

[Signature]
Kenneth Hall,

(Sign) [Signature]
(Print) Jessica Getchius

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of May, 2021, by Kenneth Hall.

Personally Known or Produced Identification
Type of Identification Produced

[Signature]
Notary Public
My Commission Expires: _____



IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

Grantor:

(Sign) [Signature]
(Print) JOYCE A. DOWDY

(Sign) [Signature]
(Print) JESSICA GETCHIUS

[Signature]
Kenneth Hall Jr.

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of May, 2021, by Kenneth Hall Jr.

Personally Known or Produced Identification
Type of Identification Produced FLDL

[Signature]
Notary Public
My Commission Expires: _____



JESSICA NICOLE GETCHIUS
Commission # GG 285635
Expires March 17, 2023
Bonded Third Budget Notary Services

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

Grantor:

(Sign) [Signature]
(Print) DOUCE A. DUCY

[Signature]
Immary Hall

(Sign) [Signature]
(Print) Jessica Getchius

STATE OF Florida
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of May, 2021, by Immary Hall

Personally Known or Produced Identification
Type of Identification Produced -FLDL

[Signature]
Notary Public
My Commission Expires: _____

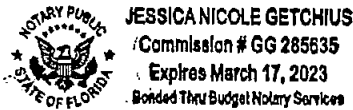


EXHIBIT "A"

The Southerly 15 feet of Lot 7, Block 2, Oak Grove Unit #2, unrecorded plat. Also described as the southerly 15 feet of those lands more fully described in Warranty Deed recorded in Official Records Book 3303, page 65 of the public records of St. Johns County, Florida.

Exhibit "B" to Resolution

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and executed this ____ day of _____, 2021, 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 "County", and **KENNETH HALL, JR. AND KENNETH HALL AND IRMARY HALL, HUSBAND AND WIFE**, whose address is 5031 Avenue B, Florida 32084, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License Agreement ("License") authorizing use of a certain portion of County owned drainage area as described on Exhibit "A", attached hereto incorporated by reference and made a part hereof, hereinafter the "Premises"; and

WHEREAS, the License will allow for an encroachment within the public drainage area of an existing pole barn located on Licensee's property; and

WHEREAS, it is in the best interest of the citizens of St. Johns County to temporarily accommodate encroachments along with reasonable conditions to protect the health, safety, and welfare of the general public; and

WHEREAS, it is expressly acknowledged that this is a revocable license agreement; and

WHEREAS, in consideration of the respective agreements of the parties herein contained, the County does hereby license, without warranty, to the Licensee, the temporary use of the Premises for the purpose mentioned above.

1. To use above described Premises for term of ten (10) years, commencing on the date first above written.
2. Although the Licensee may enter and use the subject Premises for the encroachment, the Licensee shall not be in possession of the Premises. The County shall possess and otherwise control all aspects of use of the Premises. The license shall be non-exclusive and Licensee will allow the continuance of any use or access by the County, which have become customary on the Premises. Moreover, Licensee agrees to allow the County to grant any easement it deems appropriate during the period of this license that burdens the same Premises, so long as such easement does not substantially prevent Licensees' intended use of the Premises for more than thirty (30) continuous days.
3. Licensee agrees to release the County from all liability and hold the County harmless from any and all zoning, building, use or other governmental restrictions, which may frustrate the intention of this license.

4. Licensee shall restore the Premises to its original condition upon destruction of the encroaching structure or termination or expiration of this license, or any renewals, thereof.
5. The Licensee shall make no improvements to the subject Premises, except routine maintenance without the prior written permission of the County. The Licensee shall make no improvements to, or maintain the property, or rely on the use of the Premises in any way which would make this License irrevocable. The Licensee specifically hereby waives making any argument or claim that this License is irrevocable.
6. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.
7. The County and its agents, servants, and employees shall have and hereby reserve their right and privilege, all reasonable times during the term of this license, to enter said Premises, to examine and inspect the same. The Licensee shall not cause or permit any use of the Premises for other than those uses specifically provided for in this license.
8. The Licensee, in consideration for the use of the Premises does hereby release and discharge and further will indemnify and save harmless the County from any and all claims for personal injuries or property damages during the existence of this license, arising in any manner by virtue of the use or occupancy of such premises by the Licensee, that the Licensee does hereby further agree to indemnify and save harmless the County from liability for damage, injury or death to any person or persons arising out of the use of said property, or from the lack of keeping same in good repair and order, or from the negligent operation of same, or for any other cause for any nature whatsoever, provided such damage, injury or death is not due to County's own negligence.
9. The Licensee shall conform to and comply with all laws, orders and regulations of the federal, state, county and municipal governments and all of their departments and bureaus.
10. If the Licensee shall fail to comply with or abide by any of the other provisions or stipulations in this license on its part, and such default continues for sixty (60) days, the County may terminate this license and terminate the Licensee's use of said Premises after being notified by certified mail of Licensee's failure to comply with the terms of this license.
11. The waiver of County of any such breach hereof on the part of the Licensee, or any time or from time to time shall not be deemed, held, or construed as a waiver of any subsequent breach, or imply any further indulgence.

12. Notwithstanding any other provision of this license, the Licensee hereby releases any rights it has in regards to the coupling of this license with an interest, thus hereby allowing the County to revoke this license on ninety (90) days written notice to the Licensee, for any reason whatsoever, without further liability between the parties except as expressly and specifically provided for in this license. The reasons for such cancellation may include, but are not limited to, increased public demand for use of the subject property and/or disaster relief use of space. Upon such revocation, Licensee shall remove said encroachment within said ninety (90) day period, and
13. Licensee reserves the right to terminate this license by giving the County a ninety (90) day notice in writing.
14. This license shall automatically terminate upon the effective date of the County vacating the Premises.
15. The execution of this license Agreement shall not constitute a waiver by either party hereto of any right or claim of right to the subject lands or to use the subject lands.

IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement on the day and year first above written.

ST. JOHNS COUNTY, FLORIDA

By: _____
Jeremiah R. Blocker, Chair

ATTEST: Brandon Patty, Clerk

By: _____
Deputy Clerk

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Joyce A. Jolley
Witness
Print Name: Joyce A. Jolley

Jessica Getchius
Witness
Print Name: Jessica Getchius

Joyce A. Jolley
Witness
Print Name: Joyce A. Jolley

Kenneth Hall, Jr.
Kenneth Hall, Jr.

Kenneth Hall
Kenneth Hall

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Imary Hall

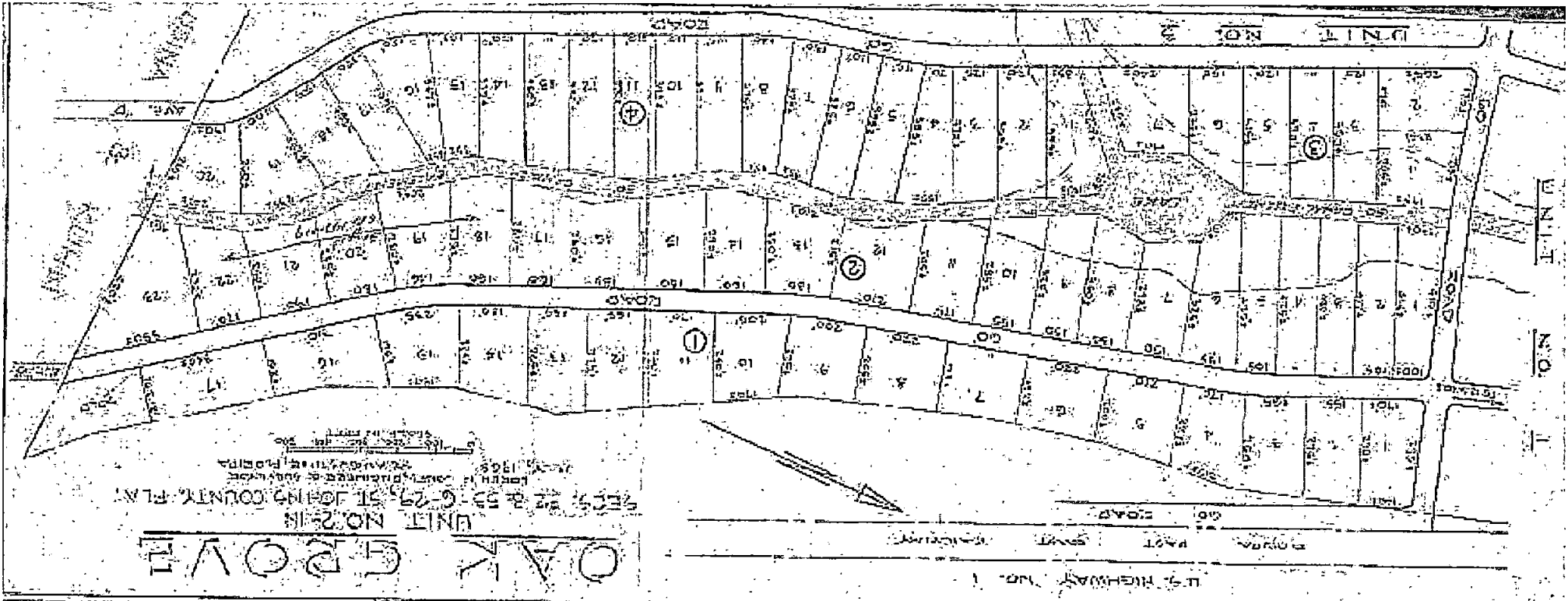
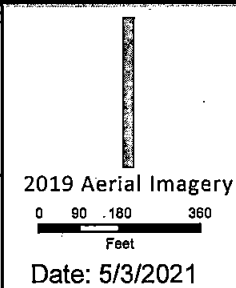
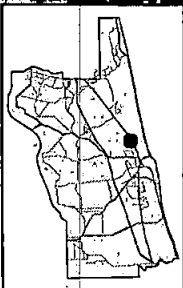
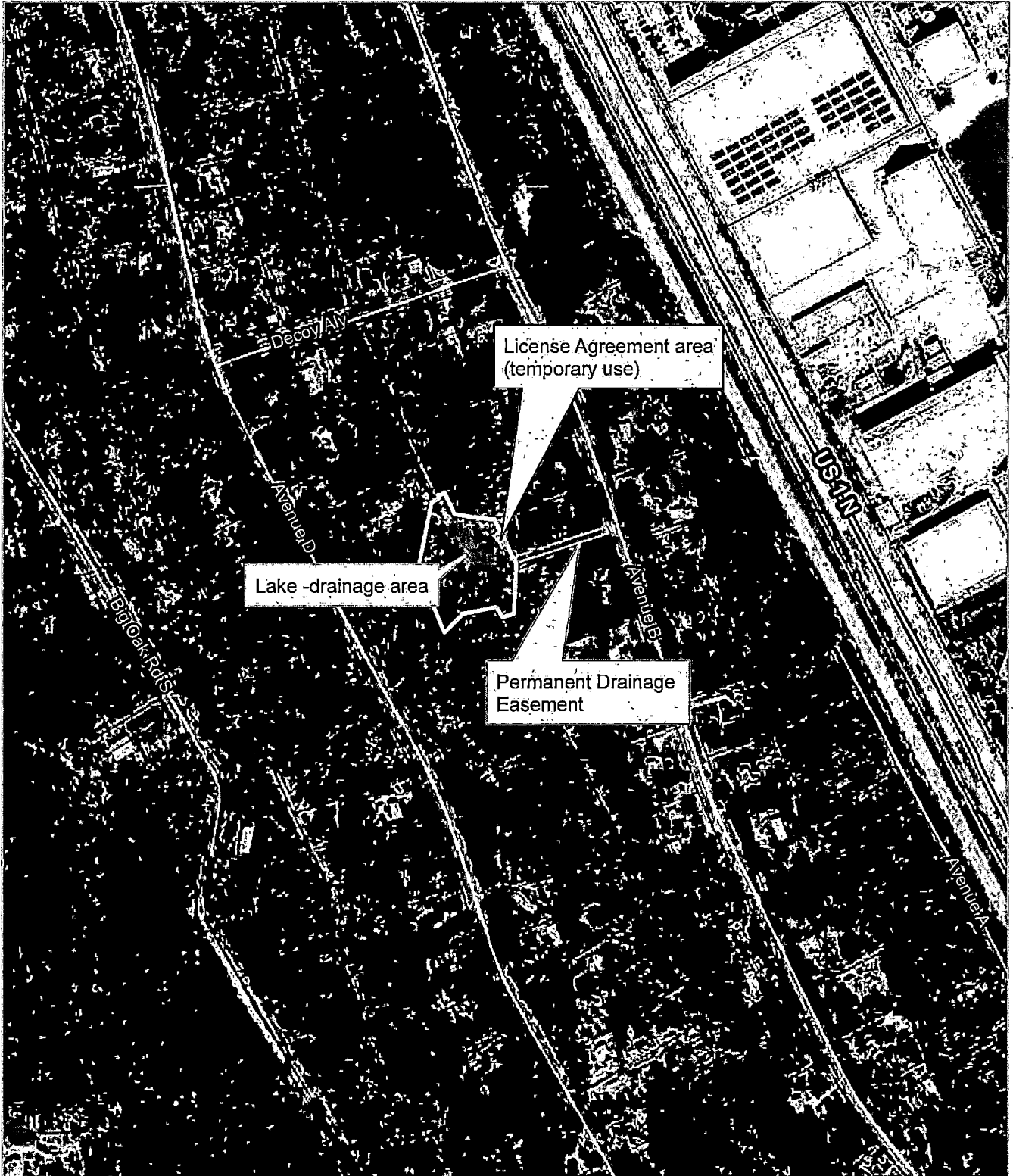


Exhibit "A"

Easterly 30 feet of Lake (drainage area) immediately adjacent to Lot 7, Block 2, as shown on unrecorded plat of Unit #2 Oak Grove Subdivision, as shown on map attached, and being a portion of lands conveyed to Board of County Commissioners of St. Johns County, Fla by virtue of Tax Deed recorded in Official Records Book 1024, page 1603, public records of St. Johns County, Florida.

It is intended that Premises, described above, include only that part of the above described lands upon which there is currently constructed a pole barn. No additional lands shall be accessed or used by Licensee without written agreement from St. Johns County.



License Agreement
& Drainage Easement

Lake Drainage area
Oak Grove Unit # 2
Unrecorded Plat

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.

