

RESOLUTION NO. 2021- 65

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A NON-EXCLUSIVE GRANT OF DRAINAGE EASEMENT FROM PUBLIX SUPER MARKETS, INC. TO ST. JOHNS COUNTY TO PROVIDE DRAINAGE FOR LONGLEAF PINE PARKWAY AND AUTHORIZING THE CHAIR TO JOIN IN THE EXECUTION OF THE EASEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, Publix Super Markets, Inc., a Florida corporation, has executed and presented to St. Johns County a Non-Exclusive Grant of Drainage Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, across a portion of its property located at the intersection of Greenbriar Road and Longleaf Pine Parkway; and

**WHEREAS**, the easement gives the County drainage rights to discharge all storm water which may fall or come upon Longleaf Pine Parkway; and

**WHEREAS**, it is in the best interest of the County to accept the Non-Exclusive Grant of Drainage Easement 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 Resolutions and such Recitals are adopted as findings of fact.

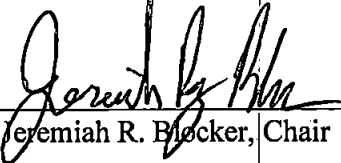
Section 2. The Board of County Commissioners hereby accepts the Non-Exclusive Grant of Drainage Easement and authorizes the Chair to join in the execution of the easement on behalf of the County.

Section 3. The Clerk is instructed to record the original Non-Exclusive Grant of Drainage Easement in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 16th day of February, 2021.

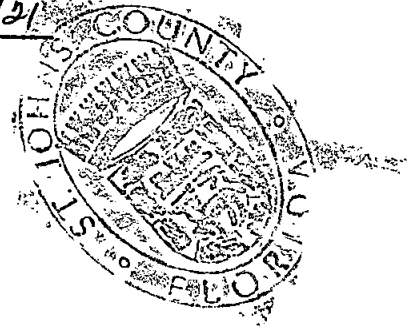
**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By:   
Jeremiah R. Blocker, Chair

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

By:   
Deputy Clerk

RENDITION DATE 2/18/21



Prepared By:  
Seth L. Coleman, Esq.  
Publix Super Markets, Inc.  
P.O. Box 407  
Lakeland, Florida 33802-0407

**NON-EXCLUSIVE GRANT OF DRAINAGE EASEMENT**

**THIS NON-EXCLUSIVE GRANT OF EASEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between **PUBLIX SUPER MARKETS, INC.**, a Florida corporation whose address is P.O. Box 407, Lakeland, Florida 33802-0407, Attn: VP, Real Estate, hereinafter called **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 **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, a non-exclusive ingress and egress easement with the right, privilege, and authority to said Grantee, its successors and assigns, to drain surface waters either above or below the surface of the ground on, along, over, through, across, or under the following described land situate in St. Johns County, Florida to wit:

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

**THE EASEMENT PROPERTY** as depicted on Exhibit "A" shall permit Grantee, its successors and assigns, to discharge all storm water which may fall or come upon Longleaf Pine Parkway, into, over, under, across, or through said easement shown hereon. Grantor shall be responsible, at Grantor's sole expense, for the maintenance and operation of said easement, including any and all drainage facilities located therein, and to keep them in good condition and repair and in compliance with all applicable laws, rules, regulations, and ordinances; provided, however, that the easement may be dedicated or assigned by Grantor to a property owners association, or any other entity or person as will assume all obligation of maintenance and operation thereof. Grantor shall notify Grantee in writing of any such dedication or assignment and shall provide Grantee the contact information of the entity or person to whom the easement has been dedicated or assigned.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, as applicable, Grantee shall indemnify, defend, and hold Grantor harmless from and against damages, claims, actions, costs, losses and expenses arising out of or in connection with any negligent act by any employee, agent, independent contractor or invitee of Grantee in connection with the exercise of the easement rights granted hereunder, except for damages, claims, actions, costs, losses and expenses arising from the negligence of Grantor or its agents, contractors, servants or employees. Nothing in this Easement shall constitute or be deemed a waiver or modification of Grantee's Sovereign Immunity protections or defenses under federal, state and local law.

Subject to Grantee's reasonable approval, Grantor shall have the right to relocate, at Grantor's sole expense, the Easement Property and the drainage facilities within the Easement Property. In connection

with any proposed relocation, Grantor will submit proposed plans and specifications for the relocated facilities and new easement location to Grantee for review and approval prior to relocation, such approval not to be unreasonably withheld. Any such relocation shall be accomplished in such a manner so that at no time will there be an interruption of Grantee's use of the drainage facilities. Grantor shall obtain all permits required by law for the relocation. In connection with any such relocation, Grantor shall provide to Grantee a new easement in substantially the same form and format as this Easement, and, upon completion of the relocation and execution of the new easement by Grantor, Grantee will provide to Grantor a release of this existing Easement.

This Easement and the obligations and rights set forth above shall run with title to the Easement Property and shall be binding upon and inure to the benefit and burden of the successors and assigns of the respective parties hereto.

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:  
PUBLIX SUPER MARKETS, INC., a  
Florida corporation

(Sign) *Kaitlyn Brady*  
(Print) Kaitlyn Brady

*Robert S. Balcerak, Jr.*  
Robert S. Balcerak, Jr.,  
Vice President of Real Estate Strategy

(Sign) *Yvonne Case*  
(Print) Yvonne Case

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2021 by means of ( ) physical presence or ( ) by online notarization, by Robert S. Balcerak, Jr., Vice President of Real Estate Strategy of PUBLIX SUPER MARKETS, INC., a Florida corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

*Dinah Sumner*  
Notary Public, State and County aforesaid  
My Commission No: **Dinah Sumner**  
My Commission Expires: \_\_\_\_\_



DINAH SUMNER  
Commission # GG 159181  
Expires November 12, 2021  
Bonded Thru Budget Notary Services

**Signed and Sealed in Our  
Presence as Witnesses:**

**GRANTEE:  
ST. JOHNS COUNTY, FLORIDA**

(Sign) \_\_\_\_\_  
(Print) \_\_\_\_\_

\_\_\_\_\_  
Jeremiah R. Blocker, Chair

(Sign) \_\_\_\_\_  
(Print) \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by means of ( ) physical presence or ( ) by online notarization, by Jeremiah R. Blocker, Chair of the Board of County Commissioners of St. Johns County, Florida, a political subdivision of the State of Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public, State and County aforesaid  
My Commission No:  
My Commission Expires: \_\_\_\_\_

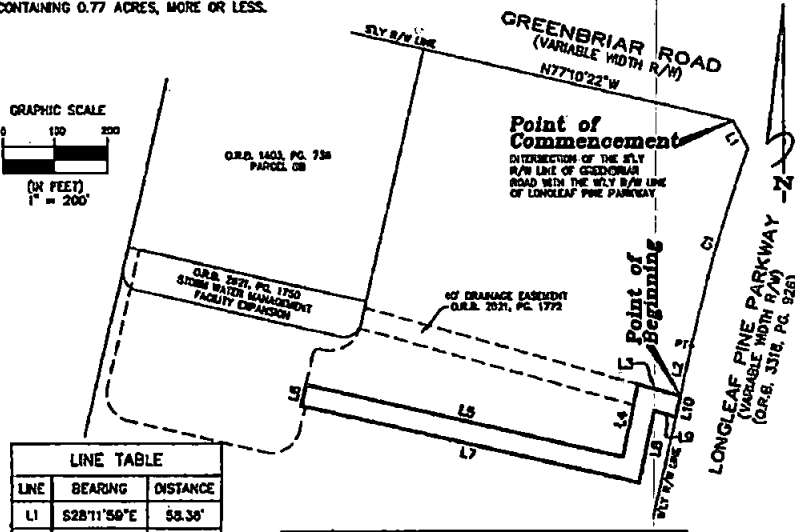
# EXHIBIT "A"

## MAP SHOWING

A PORTION OF SECTION 39, THE FRANCIS P. FATO GRANT, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING 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 SOUTHEASTERLY AND SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF LONGLEAF PINE PARKWAY, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 28°11'59" EAST, 58.36 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 3065.00 FEET, AN ARC DISTANCE OF 385.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°05'31" WEST, 385.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 12°29'01" WEST, 95.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 74°23'53" WEST, 82.98 FEET; THENCE SOUTH 11°45'25" WEST, 138.93 FEET; THENCE NORTH 77°11'28" WEST, 612.24 FEET; THENCE SOUTH 12°49'38" WEST, 40.00 FEET; THENCE SOUTH 77°11'30" EAST, 853.08 FEET; THENCE NORTH 11°43'21" EAST, 138.88 FEET; THENCE SOUTH 74°23'53" EAST, 42.38 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD; THENCE NORTH 12°29'01" EAST, 40.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.77 ACRES, MORE OR LESS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S28°11'59"E	58.36'
L2	S12°29'01"W	95.70'
L3	N74°23'53"W	82.98'
L4	S11°45'25"W	138.93'
L5	N77°11'28"W	612.24'
L6	S12°49'38"W	40.00'
L7	S77°11'30"E	853.08'
L8	N11°43'21"E	138.88'
L9	S74°23'53"E	42.38'
L10	N12°29'01"E	40.08'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	3065.00'	385.07'	71°3'01"	S18°05'31"W	385.81'

### GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON SLY R/W LINE OF GREENBRIAR ROAD AS N77°10'22"W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1980 MGS ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. CROSS REFERENCE SURVEY BY CLARY & ASSOCIATES, FILE NO. T55-1220.
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.

### LEGEND

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

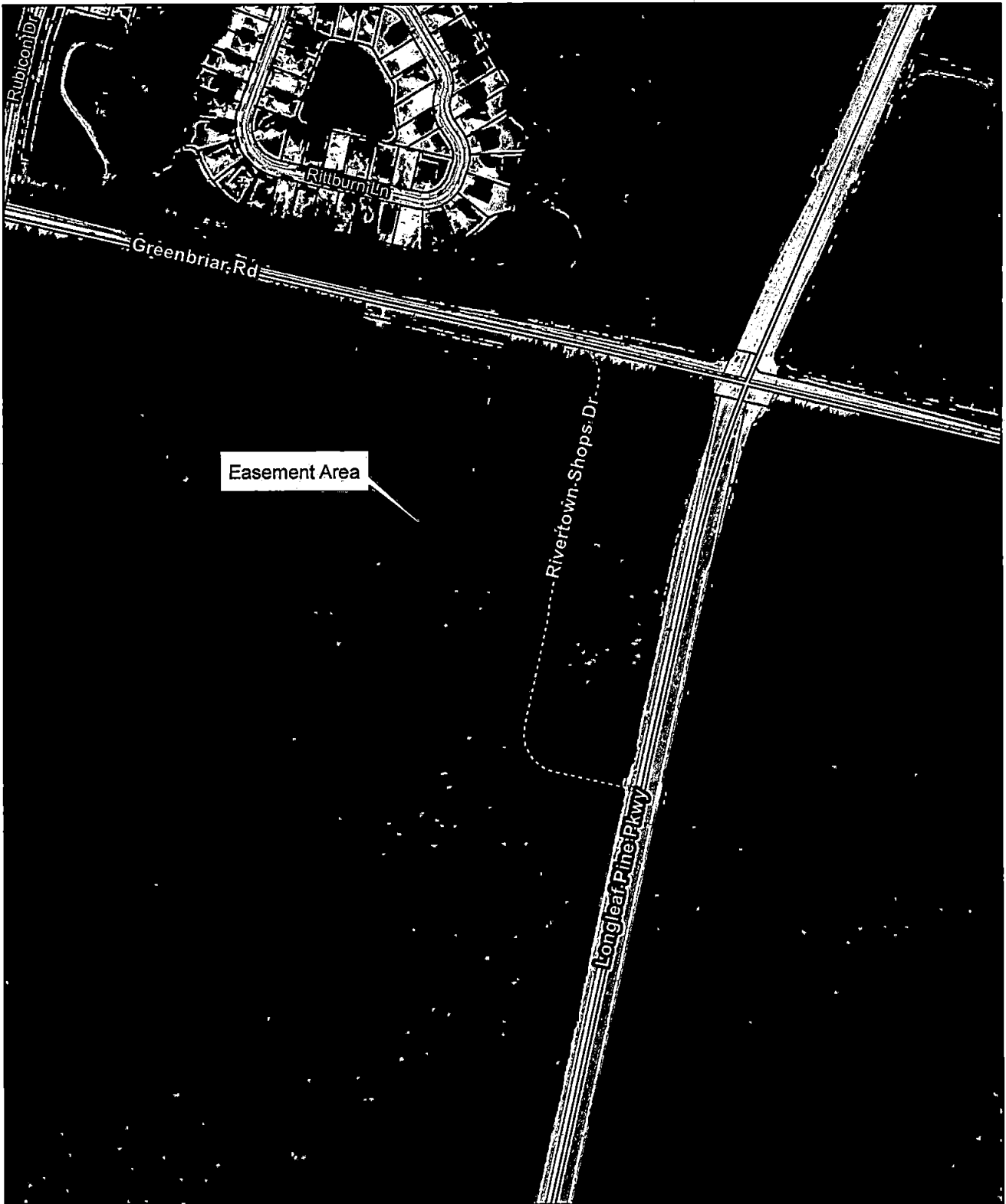
### AMENDED 8-7-20 TO RELEASE LIMITS

JOB NO. 2020-051  
 DRAFTER MJC  
 DATE 7-24-20  
 SCALE 1"=200'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 84-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.  
 THIS DRAWING, EXCEPT PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND ENGINEER (CHAPTER 84-17, FLORIDA ADMINISTRATIVE CODE).  
 THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE CLIENT'S NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNPAID PARTY.



CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788



  
 2019 Aerial Imagery  
 January 12, 2021

**Longleaf Pine Parkway**  
**Non-Exclusive Grant of Drainage Easement**

**Land Management  
 Systems  
 Real Estate  
 Division**  
**(904) 209-0790**  
Disclaimer:  
 This map is for reference use only.  
 Data provided are derived from multiple  
 sources with varying levels of accuracy.  
 The St. Johns County Real Estate  
 Division disclaims all responsibility  
 for the accuracy or completeness  
 of the data shown hereon.

