

RESOLUTION NO. 2023- 143

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A COASTAL MANAGEMENT EASEMENT AGREEMENT FROM SEA COLONY NEIGHBORHOOD ASSOCIATION, INC. TO ST. JOHNS COUNTY TO ALLOW SAND PLACEMENT AND AUTHORIZING THE CHAIR TO JOIN IN THE EXECUTION OF THE EASEMENT AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Sea Colony Neighborhood Association, Inc., a Florida not-for-profit corporation, has executed and presented to St. Johns County a Coastal Management Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the easement agreement allows the County to place sand on the seaward beach and dune portion of this property through potential sand placement projects; and

WHEREAS, the Chair has been asked to join in the execution of the easement agreement to acknowledge the terms and conditions set forth therein.

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.

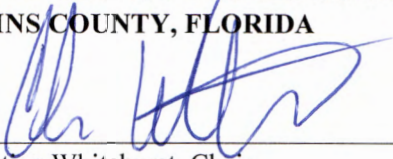
Section 2. The Board of County Commissioners hereby accepts the Coastal Management Easement Agreement and authorizes the Chair of the Board to join in the execution of the easement agreement on behalf of the County.

Section 3. The Clerk is instructed to record the original Coastal Management Easement Agreement in the public records of St. Johns County, Florida.


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

PASSED AND ADOPTED by the Board of County Commissioners this 2nd day of may, 2023.

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

By: 
Christian Whitehurst, Chair

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

By: 
Deputy Clerk

Rendition Date MAY 02 2023



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

COASTAL MANAGEMENT EASEMENT AGREEMENT

THIS INSTRUMENT ("Easement Agreement" or "Agreement"), made this ____ day of _____, 2023 between SEA COLONY NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 2453 South Third St, Jacksonville, FL 32250, hereinafter referred to as "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 referred to as the "Grantee". Grantor and Grantee as sometimes referred to in this agreement individually as a "Party" and collectively as the "Parties".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

NOW THEREFORE, in consideration of coastal management and storm response on the dune and beach portion of the land described in Exhibit "A", and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE covenant and agree as follows:

1. COASTAL MANAGEMENT EASEMENT. GRANTOR does hereby bargain, convey, and grant a perpetual coastal management easement and right-of-way (the "Easement") in, on, over and across the seaward beach portion of the land described in Exhibit "A" (the "Easement Area") in perpetuity beginning with the date of execution of this Easement, for use by the GRANTEE, its representatives, agents, and contractors to enter from the beach side and traverse with heavy equipment, place and/or rework sand, plant or cover dune vegetation, install, remove and modify sand fencing, install signage and temporary fencing, and use as a work area, including the right to move, store and remove equipment and supplies, and erect temporary structures in the Easement Area and to perform any other work necessary and incident to the coastal management and storm response activities; reserving, however, to the GRANTOR, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired by GRANTEE; subject to any existing easements for public roads, highways and public utilities. It is understood and agreed by the Parties hereto that all such work by GRANTEE shall be conducted in a workmanlike manner in compliance with all applicable permits. Upon conclusion of the work, all equipment shall be completely removed from the Easement Area.

2. GRANTEE PROPERTY. All personal property of GRANTEE, its employees, agents, contractors, business invitees and licensees, in and on the Easement Area, shall be and remain at the sole risk of the above-described persons and entities. GRANTOR is not liable to any person or entity for any damage or loss of personal property.

3. NO DEDICATION. No additional right of access by the general public to any portion of the Property is conveyed by this Easement. GRANTOR acknowledges the right of public access to the beach established in the St. Johns County Beach Code, Ordinance 2007-19, as may be amended.

4. HAZARDOUS MATERIALS. GRANTEE shall not store any hazardous substances, toxic materials, hazardous wastes, petroleum or any other regulated substances as defined by any federal or Florida law (collectively "Regulated Substances"), in or on the Easement Area without the express prior written permission of GRANTOR, including the specification as to which Regulated Substances GRANTEE seeks to place on or about the Easement Area other than intermittent, overnight storage of vehicles and fuel during construction.

5. INDEMNIFICATION. GRANTEE shall be responsible for any and all claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such claims are caused by the negligence of GRANTEE or any officer, employee, representative, or agent of GRANTEE, in an amount not to exceed the monetary limits on liability set forth in Section 768.28, Florida Statutes (2022), as may be amended. The provisions and limitations of Section 768.28 are deemed to apply to this contractual Agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability and damages for claims or actions arising in tort or contract. Nothing herein shall be construed as a waiver of GRANTEE's sovereign immunity nor as its consent to be sued by third parties.

6. INSURANCE. During the term hereof, GRANTEE, and any of GRANTEE's employees, contractors, agents, business invitees and licensees coming into the Easement Area, shall at all times maintain in full force and effect a policy of workers' compensation insurance and a policy of liability insurance in an amount of not less than \$1,000,000.00 per occurrence.

7. AUTHORIZED REPRESENTATIVE. Each individual signing on behalf of a Party to this Easement 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.

8. ASSIGNMENT. GRANTEE may not assign their rights hereunder without the prior written consent of GRANTOR.

9. 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.

10. GOVERNING LAW AND VENUE. 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 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. The parties agree that any suit, action or other legal proceeding arising out of this

Agreement shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The Parties further agree that any trial shall be non-jury.

11. 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.

12. 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.

13. 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, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered in the presence of: GRANTOR

Witness Signature Donna Edgar

Sea Colony Neighborhood Association, Inc.,
a Florida not-for-profit corporation

Print Witness Name Donna Edgar

Witness Signature Sharon L. Phillips

By: Gregg Hammann

Print Witness Name Sharon L. Phillips

Print Name: Gregg Hammann
Its: President

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14th day of March, 2023, by Gregg Hammann, on behalf of Sea Colony Neighborhood Association, Inc., as its President, who is personally known to me or has produced A Florida Drivers License as identification.

Sharon L. Phillips
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, GRANTEE has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered in the presence of: GRANTEE

Witness Signature _____

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

Print Witness Name _____

Witness Signature _____

By: _____

Print Name: _____

Print Witness Name _____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____, Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County, who is personally known to me or has produced _____ as identification.

Signature of Notary

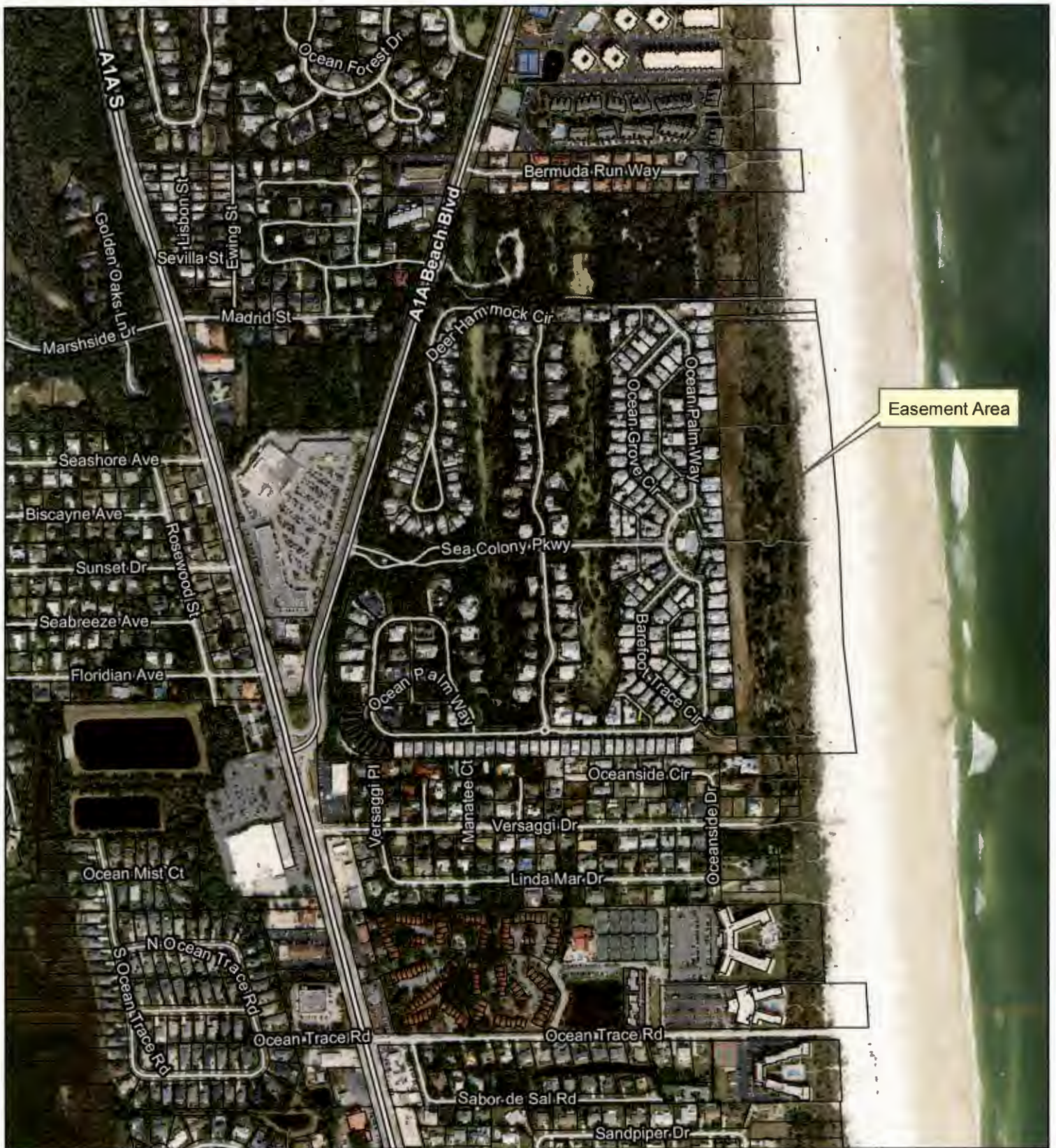
(SEAL)

Exhibit "A"

ALL OF THE FOLLOWING DESCRIBED LAND LYING SEAWARD OF ANY STRUCTURES (NOT INCLUDING DUNE WALKOVERS, BULKHEADS AND GEOTUBES) OF THE FOLLOWING DESCRIBED PROPERTY:

TRACT A-5, TRACT E AND TRACT G, OF SEA COLONY UNIT ONE OF THE BEACH CLUB AT ANASTASIA RESIDENTIAL CLUSTER DEVELOPMENT AS SHOWN ON THE PLAT THEREOF AS RECORDED IN MAP BOOK 36, PAGES 1 – 11 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Property Identification Number: 174191 0001



Easement Area



2021 Aerial Imagery
April 3, 2023

*Sea Colony Neighborhood Association
Coastal Management Easement Agreement
Potential Sand Placement Projects*

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.