

**RESOLUTION NO. 2023-420**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT TO BE ABLE TO CLEAR, GRADE AND STABILIZE A PORTION OF THE COUNTY PARCEL AND CONSTRUCT IMPROVEMENTS FOR A 10 ACRE PUBLIC PARK.**

**RECITALS**

**WHEREAS**, WFC Ashford Mills Owner VII, LLC, is the owner of property adjacent to the County property, and is requesting a Temporary Construction and Access Easement Agreement, attached as Exhibit "A," incorporated by reference and made a part hereof, to allow them to enter the property; and

**WHEREAS**, pursuant to Special Condition 31 of the Amended and Reinstated Development Order of the Ashford Mills Development of Regional Impact set forth in Resolution No. 2019-102 dated April 2, 2019, WFC Ashford Mills is required to clear, grade and stabilize a portion of the County parcel and construct improvements thereon for creation of a ten (10) acre public park; and

**WHEREAS**, it is in the best interest of the County to accept a Temporary Construction and Access Easement Agreement 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 by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

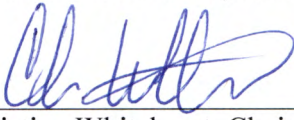
**Section 2.** The Board of County Commissioners hereby approves the terms and authorizes the County Administrator, or designee, to execute the original Temporary Construction and Access Easement Agreement.

**Section 3.** To the extent that there are typographical 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.

**Section 4.** The Clerk is instructed to record the original Temporary Construction and Access Easement Agreement in the Public Records of St. Johns County, Florida

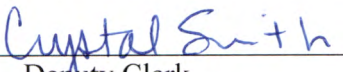
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 7th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Christian Whitehurst, Chair

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

Rendition Date: NOV 08 2023

By:   
Deputy Clerk

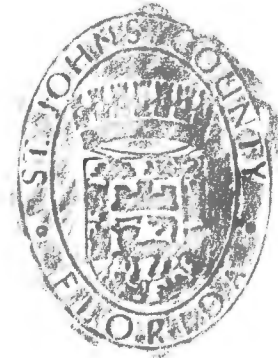


EXHIBIT "A" TO RESOLUTION

Prepared by and record and return to:  
Ellen Avery-Smith, Esquire  
Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086

RT: W3979-63379  
Parcel No.: 010330-00400  
Consideration: \$10.00

**TEMPORARY CONSTRUCTION  
AND ACCESS EASEMENT AGREEMENT**

This **TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (this "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2023, 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 (the "County"), in favor of **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 ("**WFC Ashford**") (County and WFC Ashford may sometimes collectively be referred to herein as the "**Parties**" or individually as a "**Party**").

**RECITALS:**

**WHEREAS**, the County is the owner of certain real property located in St. Johns County, Florida and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**County Parcel**").

**WHEREAS**, WFC Ashford is the owner of certain real property located adjacent to the County Parcel in St. Johns County, Florida (the "**WFC Lands**").

**WHEREAS**, pursuant to Special Condition 31 of the Amended and Restated Development Order for the Ashford Mills Development of Regional Impact set forth in St. Johns County Board of County Commissioners Resolution No. 2019-102 dated April 2, 2019, WFC Ashford is required to clear, grade and stabilize a portion of the County Parcel and construct improvements thereon for the creation of a ten (10) acre public park (the "**Improvements**"), as more particularly located, described and depicted on the site plan in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Site Plan**").

**WHEREAS**, WFC Ashford has requested that the County grant to WFC Ashford, and the County has agreed to grant to WFC Ashford, temporary access and construction easement rights over, across and upon the County Parcel for certain limited activities, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. Grant of Temporary Access Easement. The County does hereby grant to WFC Ashford for purposes of vehicular and pedestrian ingress and egress by WFC Ashford and its employees, agents, contractors, subcontractors, independent contractors and consultants (all of the foregoing persons and entities, including, without limitation, WFC Ashford, are hereinafter referred to as the “**Permitted Parties**”), to and from the WFC Lands, a temporary, non-exclusive easement in, over, across and through the County Parcel for the limited purpose of clearing, grading and stabilizing a portion of the County Parcel and construction of the Improvements within the County Parcel pursuant to the Site Plan.

3. Temporary Construction Easement. The County hereby grants to WFC Ashford and the Permitted Parties, a temporary, non-exclusive construction easement over, under, through and across the County Parcel in connection with and for the purpose of making the Improvements to a portion of the County Parcel and WFC Ashford’s construction of the Improvements to be located within the County Parcel in the location shown on the Site Plan. Such easement shall allow for the access of construction vehicles over such portions of the County Parcel as reasonably necessary to construct the Improvements; provided, WFC Ashford and any Permitted Parties or governmental authorities performing the work contemplated hereunder shall use commercially reasonable efforts to minimize interference with the development and operation of the County Parcel.

4. Term. The term of the Agreement and the foregoing temporary access and construction easements (“**Term**”) shall commence on the Effective Date and automatically expire and terminate upon the completion of the Improvements, without the need for further action on the part of either Party. Notwithstanding the foregoing, within fifteen (15) days of any written request delivered, the Parties agree to execute and record an instrument terminating this Agreement if so requested by either Party.

5. Maintenance and Use. Throughout the duration of construction of the Improvements, WFC Ashford, in accordance with its work pursuant to the Site Plan, shall keep the County Parcel in good condition and repair, excluding ordinary wear and tear and damage by the elements or by the County, or the County’s employees, contractors, agents and/or invitees. WFC Ashford will repair any damage to the County Parcel beyond the scope of the Site Plan, in accordance with its work, to the extent that such damage is caused by WFC Ashford or the Permitted Parties. WFC Ashford shall not allow the County Parcel to be used for any unlawful purpose. WFC Ashford shall comply with all applicable governmental laws, ordinances, rules and regulations while using the County Parcel for the purposes granted herein.

6. Indemnification. WFC Ashford hereby agrees to indemnify, defend and hold harmless the County and its respective officers, directors and members, and its respective heirs, successors and assigns, from and against any and all claims, actions, demands, losses, costs (including, without limitation, court costs), expenses (including, without limitation, attorney’s fees), liability, penalties or other damages, resulting from the negligent construction of the Improvements, use of the temporary easements or any breach of WFC Ashford’s obligations contained in this Agreement.

7. County Indemnification. The County hereby agrees to indemnify, defend and hold harmless WFC Ashford and its officers, directors and members, managers, agents and representatives, and its respective heirs, successors and assigns, from and against 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 the County or any officer, employee, representative or agent of the County, including reasonable attorneys' fees and court costs. Nothing herein shall be construed as a waiver of the County's sovereign immunity nor as its consent to be sued by third parties. The County's liability is limited in an amount not to exceed the monetary limits on liability and attorneys' fees and court costs set forth in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, 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.

8. Modification. The Parties hereto agree that this Agreement constitutes the entire agreement between the Parties with respect to the temporary easements and obligations established herein, and any oral agreements or understandings are hereby merged into this Agreement. This Agreement may be amended or terminated only by an instrument in writing and signed by the Parties or their respective successors or assigns.

9. Covenant Running with the Land. The Agreement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon the County Parcel.

10. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

11. Complete Agreement. This Agreement represents the complete and integrated agreement of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements.

12. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Florida.

13. Counterparts. This instrument may be executed in counterparts, each of which shall constitute an original and together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_ By: \_\_\_\_\_

Printed: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Its: \_\_\_\_\_

Printed: \_\_\_\_\_

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 \_\_\_\_\_, 2023 by \_\_\_\_\_, as \_\_\_\_\_ of the County of St. Johns County, Florida on behalf of the County. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed \_\_\_\_\_  
Notary Public, State and county aforesaid  
Commission no.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
(Notarial Seal)

Signed, sealed and delivered  
in the presence of:

WFC Ashford Mills Owner VII, L.L.C.,  
a Delaware limited liability company

[Signature]

By: [Signature]

Printed: Michelle Wolff

Name: [Signature]

[Signature]

Its: [Signature]

Printed: Colton Medeiros

COMMONWEALTH OF MASSACHUSETTS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUFFOLK

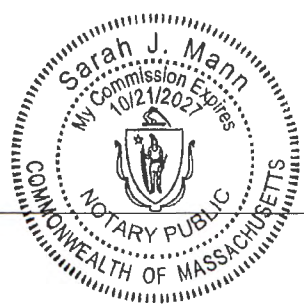
Before me, the undersigned authority, on this day personally appeared [Signature], known to me to be the Authorized Signatory of WFC Ashford Mills Owner VII, L.L.C. on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 11<sup>th</sup> day of October, 2023.

[Signature]

Notary Public in and for the Commonwealth of Massachusetts

My Commission expires on: 10/21/2027



**EXHIBIT "A"**

**County Parcel**

PARK SITE

A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

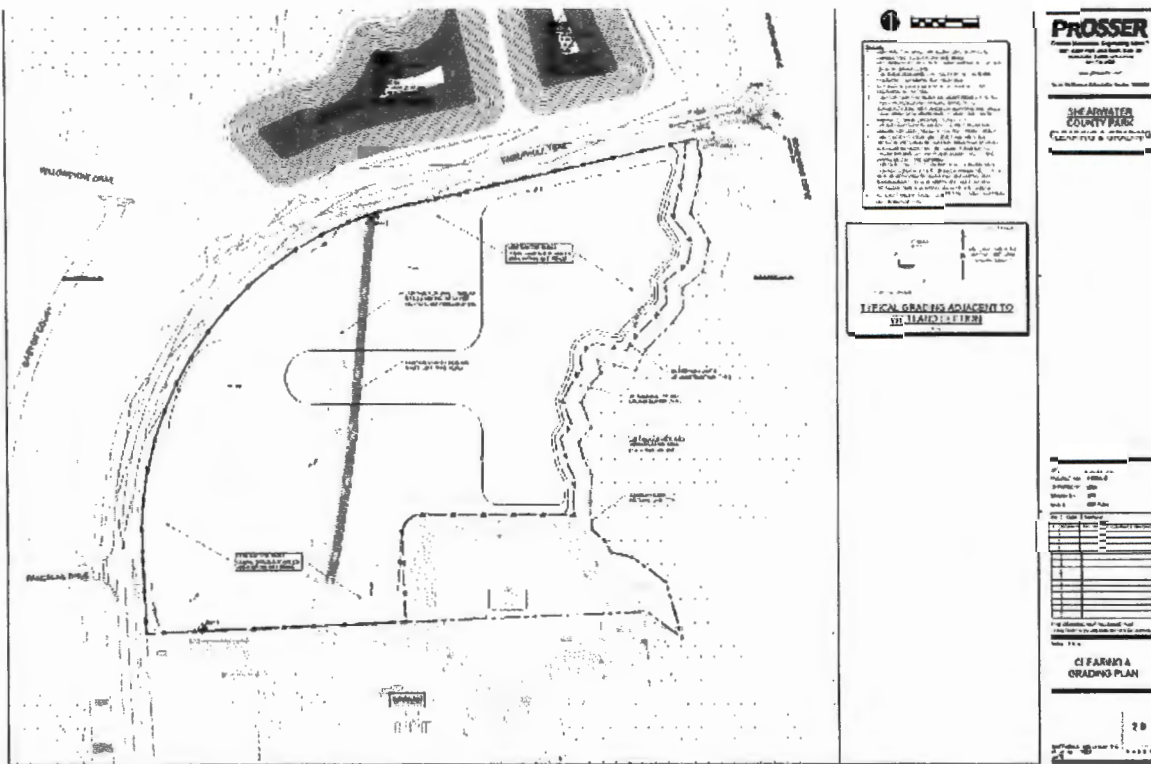
COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 02°49'00" WEST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, AND ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, A DISTANCE OF 1740.55 FEET; THENCE NORTH 87°11'00" EAST, 60.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 02°49'00" WEST, 121.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 698.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°12'16" EAST, 643.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°13'32" EAST, 460.35 FEET; THENCE SOUTH 12°46'28" EAST, 28.86 FEET; THENCE SOUTH 05°10'17" WEST, 28.24 FEET; THENCE SOUTH 14°12'12" WEST, 57.53 FEET; THENCE SOUTH 40°36'44" EAST, 25.35 FEET; THENCE SOUTH 26°20'36" EAST, 25.67 FEET; THENCE SOUTH 12°33'52" WEST, 45.90 FEET; THENCE SOUTH 50°59'24" WEST, 40.24 FEET; THENCE SOUTH 04°54'45" EAST, 27.17 FEET; THENCE SOUTH 37°00'46" WEST, 29.51 FEET; THENCE SOUTH 46°05'12" WEST, 56.19 FEET; THENCE SOUTH 27°12'10" WEST, 34.99 FEET; THENCE NORTH 75°41'53" WEST, 59.34 FEET; THENCE SOUTH 16°01'44" EAST, 19.62 FEET; THENCE SOUTH 44°26'41" WEST, 20.43 FEET; THENCE SOUTH 28°59'17" WEST, 32.49 FEET; THENCE SOUTH 22°05'52" EAST, 39.70 FEET; THENCE SOUTH 38°46'18" WEST, 28.90 FEET; THENCE SOUTH 14°31'19" EAST, 24.58 FEET; THENCE SOUTH 26°23'49" EAST, 27.15 FEET; THENCE SOUTH 03°16'43" WEST, 40.64 FEET; THENCE SOUTH 03°22'29" EAST, 41.67 FEET; THENCE SOUTH 48°26'50" EAST, 26.99 FEET; THENCE SOUTH 27°58'18" EAST, 18.20 FEET; THENCE SOUTH 76°51'38" EAST, 33.24 FEET; THENCE SOUTH 54°17'34" EAST, 62.23 FEET; THENCE SOUTH 16°28'47" EAST, 87.08 FEET; THENCE NORTH 53°41'19" WEST, 66.42 FEET; THENCE SOUTH 87°36'18" WEST, 752.82 FEET, TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES, MORE OR LESS.



**EXHIBIT "B"**

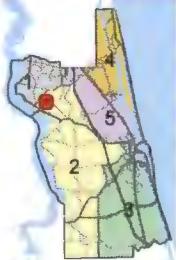
**Site Plan**





10-acre Park Site

County Road 16A



2023 Aerial Imagery

Date: 9/20/2023

10-acre Park Site  
WFC Ashford Mills



Land Management  
Systems  
(904) 209-0796

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.