

RESOLUTION NO. 2023- 481

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 210 EAST, LLC RETAIL DEVELOPMENT LOCATED ON THE SOUTH SIDE COUNTY ROAD 210 W.

RECITALS

WHEREAS, 210 East, LLC, a Florida limited liability company, (“210 East”), owns a certain parcel of land located on the south side of County Road 210 W, just east of Moon Bay Parkway with plans for a retail development; and

WHEREAS, St. Johns County (“County”) owns a parcel of land adjacent to 210 East’s parcel that is used as a retention pond for stormwater drainage of County Road 210 W; and

WHEREAS, 210 East and County have agreed that it is of a mutual benefit that 210 East incorporate the County’s parcel into its retail development to have the ability to expand and maintain the retention pond and have a joint use with the County for the intended purposes; and

WHEREAS, 210 East and County have agreed that an exchange of property can be used to allow the expansion, maintenance and joint use by virtue of a conveyance of the County’s parcel by County Deed from the County to 210 East, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, and a Grant of Easement and Covenant from 210 East to the County over the pond parcel and expansion, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, approval of this exchange will ultimately be beneficial to the County by 210 East taking over maintenance responsibilities of the retention pond and passage of this Resolution will deem the County’s property not needed for County purposes as the Grant of Easement and Covenant will grant the County the full rights for adequate stormwater drainage for this area;

WHEREAS, this proposed exchange has 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 execute said deed on behalf of the County.

b. The Grant of Easement and Covenant attached hereto as Exhibit "B" is hereby accepted the Chair of the Board is hereby authorized to join in the execution of the easement on behalf of the County.

c. The Clerk is instructed to record the original County Deed and 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 5th day of December, 2023.

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

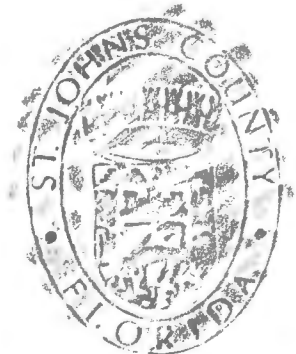
Rendition Date: DEC 06 2023

By:  _____

Sarah Arnold, Chair

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

By: Crystal Smith
Deputy Clerk



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

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, made this ____ day of _____, 2023, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter "Grantor", to **210 EAST, LLC**, a Florida limited liability company, whose address is 1021 Greenridge Road, Jacksonville, Florida 32207, 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:

Property attached hereto as Exhibit "A", incorporated by reference and made a part hereof

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Pursuant to Section 270.11, Florida Statutes, Grantor does NOT reserve any right, title or interest in or to any phosphate, minerals, metals or petroleum that are or may be in, on or under the Property or any right to mine or develop same, and Grantor specifically releases and waives any rights under such statute with respect to the Property.

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.

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

ATTEST: _____

BY: _____
Sarah Arnold, Chair

Print Name: _____

Brandon J. Patty

Clerk of the Circuit Court & Comptroller

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 _____, Chair of the Board of County Commissioners.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

A part of the Northwest 1/4 and part of the Northeast 1/4 of Section 16, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: For a Point Of Reference, commence at the intersection of the Southerly line of the aforementioned Northwest 1/4 of Section 16 and the Southerly right-of-way line of County Road Number 210, as now established for a width of 100 feet; thence North 36 degrees 29 minutes 00 seconds East, along said Southeasterly right-of-way line, a distance of 1005.79 feet; thence South 37 degrees 31 minutes 14 seconds East, departing said Southeasterly right-of-way line, a distance of 26.00 feet to the Point Of Beginning. From the Point Of Beginning just described, continue South 37 degrees 31 minutes 14 seconds East, a distance of 174.00 feet; thence North 52 degrees 28 minutes 46 seconds East, a distance of 72.10 feet; thence South 37 degrees 31 minutes 14 seconds East, a distance of 342.48 feet; thence South 40 degrees 00 minutes 24 seconds East, a distance of 558.32 feet to a point on the South line of the Northeast 1/4 of Section 16; thence South 89 degrees 38 minutes 56 seconds West a distance of 552.67 feet; thence North 51 degrees 19 minutes 36 seconds West departing said South line, a distance of 204.11 feet; thence North 72 degrees 01 minutes 51 seconds West a distance of 82.16 feet; thence North 36 degrees 29 minutes 00 seconds East, a distance of 313.58 feet; thence North 11 degrees 41 minutes 03 seconds West, a distance of 160.62 feet; thence North 35 degrees 12 minutes 18 seconds West a distance of 226.81 feet; thence North 36 degrees 29 minutes 00 seconds East, a distance of 61.11 feet to the Point Of Beginning.

Together with the following easement for ingress and egress:

A part of the Northwest 1/4 and part of the Northeast 1/4 of Section 16, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the Southerly line of the aforementioned Northwest 1/4 of Section 16 and the Southeasterly right-of-way line of County Road Number 210, as now established for a width of 100 feet; thence North 36 degrees 29 minutes 00 seconds East, along said Southeasterly right-of-way line, a distance of 945.79 feet to the Point Of Beginning; thence continue North 36 degrees 29 minutes 00 seconds East, along said Southeasterly right-of-way line, a distance of 60.00 feet; thence South 37 degrees 31 minutes 14 seconds East, departing said Southerly right-of-way line, a distance of 26.00 feet; thence South 36 degrees 29 minutes 00 seconds West, a distance of 61.11 feet; thence North 35 degrees 12 minutes 18 seconds West a distance of 26.33 feet to the Point Of Beginning.

Subject to the following easement for ingress and egress:

A part of the Northwest 1/4 and part of the Northeast 1/4 of Section 16, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the Southerly line of the aforementioned Northwest 1/4 of Section 16 and the Southeasterly right-of-way line of County Road 210, as now established for a width of 100 feet; thence North 36 degrees 29 minutes 00 seconds East, along said Southeasterly right-of-way line, a distance of 1005.79 feet; thence South 37 degrees 31 minutes 14 seconds East, departing said Southeasterly right-of-way line, a distance of 26.00 feet to the Point Of Beginning; thence continue South 37 degrees 31 minutes 14 seconds East, a distance of 174.00 feet; thence South 52 degrees 28 minutes 46 seconds West, a distance of 65.10 feet; thence North 35 degrees 12 minutes 18 seconds West, a distance of 157.29 feet; thence North 36 degrees 29 minutes 00 seconds East, a distance of 61.11 feet to the Point Of Beginning.

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, made this ____ day of _____ 2023, between **210 EAST, LLC**, a Florida limited liability company, whose address is 1021 Greenridge Road, Jacksonville, Florida 32207, 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."

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

Property attached hereto as Exhibit "A," incorporated by reference and made a part hereof (the "Joint Use Pond Drainage Easement Area").

TOGETHER with the right to said Grantee its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

I. 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 the appropriate governmental agencies in connection with the Grantee's use of the drainage facilities.
 - 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.
- i. Notwithstanding the foregoing, if a Party modifies the Joint Use Pond Facilities, only that Party will pay for and be responsible for the modification improvements caused by that Party.
 - ii. Modification improvements to the Joint Use Pond Facilities that will exist after the work by 210 East, LLC is completed will be repaired or replaced by the Party that installs the modification improvements. Notwithstanding the foregoing, if repairs or replacement of any portion of the Joint Use Pond Facilities is required, such repair or replacement shall be performed by, and at the expense of, the Party

responsible for the original installment thereof as contemplated in the St. John's River Water Management District permits described below.

iii. If there are improvements to the Joint Use Pond Facility required outside of Section 1.b.i and ii, above, caused or necessitated by forces or entities outside of either Party's control, including, but not limited to, new code requirements, acts of god, etc., those improvements will be paid by both parties on a pro-rated basis based upon a ratio of actual usage to the total usage by any other user.

c. Provide St. Johns County a stormwater detention pond (the "Joint Use Pond") with all permitted authorizations and rights in St. Johns River Water Management District Permit No. 93875-6 on the subject site (the "Existing Volume"), which permits are incorporated by reference. The Existing Volume shall not be reduced or replaced by any other property owner who contributes runoff to the Joint Use Pond. Notwithstanding the forgoing, Grantee acknowledges that the Joint Use Pond and adjoining land will also accommodate stormwater detention for the adjacent retail development being developed by Grantor, known as "210 East."

d. Construct and maintain the Joint Use Pond in a condition that it will lawfully attenuate the stormwater runoff from all contributing drainage basins for the 25 year/24 hour and the 5 year/24 hour design storm events so that the post developed discharge rate is no greater than the pre-developed discharge rate. The contributing drainage basin is from (i) C.R. 210, and (ii) 210 East Retail Development. The resultant hydraulic gradient shall comply with the St. Johns County Land Development Code.

Construct and maintain the Joint Use Pond in a condition that does not violate any existing or proposed local, state, or federal permits, including St. Johns River Water Management District Permit No. 93875-6.

2. Grantor may, at Grantor's expense, modify, reconfigure, and/or relocate the facilities or easement areas that are the subject matter of this Easement, pursuant to plans approved by St. Johns River Water Management District and St. Johns County, and provided the minimum stormwater treatment volumes listed in Section 1 above are maintained for any proposed relocation of the Joint Use Pond. Any such modification, reconfigured, and/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, through their 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, except in accordance with such laws, ordinances, rules, regulations and permits. The Parties shall each make all reasonable efforts to contact the each other regarding any known prohibited discharge into or within the Joint Use Pond Drainage Easement Area originating from any public right-of-way, upon notification, the Party receiving said notification shall responsibly perform the necessary action to contain and eliminate the discharge. Any obligation pertaining to a substance, material, or pollutant cleanup of either party, 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 another party responsible identified as the source of the prohibited discharge.

4. Reservation of Rights. All right, title and interest in and to the Joint Use Pond Drainage Easement Area, which may be used and enjoyed without interfering with the rights conveyed by this Easement, are reserved to Grantor.

5. Grantor's Use of Property. Grantor reserves the right to use the Joint Use Pond Drainage Easement Area in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

6. In consideration of the granting of this Easement, Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all losses, damages, causes of action, claims, liabilities, claims alleging personal injury, including bodily injury or death, and/or property damage, and cost and expenses relating to the foregoing, including reasonable attorneys' fees and court costs, but only to the extent that such claims arise out of Grantee's activities on the Grantor Property, arise out of Grantee's use of the Grant of Easement, and/or are caused by Grantee or any officer, employee, representative or agent of Grantee. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity nor as its consent to be sued by third parties, except as set forth in Section 768.28, Florida Statutes (2023). Grantee's liability is limited in an amount not to exceed the monetary limits on liability and attorney's fees and 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.

In consideration of the Grantee conveying a portion of the Pond Easement Area to Grantor, Grantor hereby agrees to indemnify, defend and hold Grantee harmless from and against any and all losses, damages, causes of action, claims, liabilities, claims alleging personal injury, including bodily injury or death, and/or property damage, and cost and expenses relating to the foregoing, including reasonable attorneys' fees and court costs, but only to the extent that such claims arise out of Grantor's activities on the Grantor Property, arise out of Grantor's use of the Grantor Property, and/or are caused by Grantor or any officer, employee, representative or agent of Grantor.

These Easement covenants and the obligations and rights set forth above 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.

By Signed, sealed and delivered in the presence of:

GRANTOR:
210 EAST, LLC,
a Florida limited liability company

Witness: _____ : _____
(Name Printed or Typed) Print Name: _____
Title: _____

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 _____, 2023, by _____ as _____ of 210 East, LLC, a Florida limited liability company.

Notary Public
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

Witness: _____
(Name Printed or Typed)

By: _____
Print Name: _____
Title: _____

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 _____ 2023, by _____, Chair of the Board of County Commissioners.

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My Commission Expires: _____

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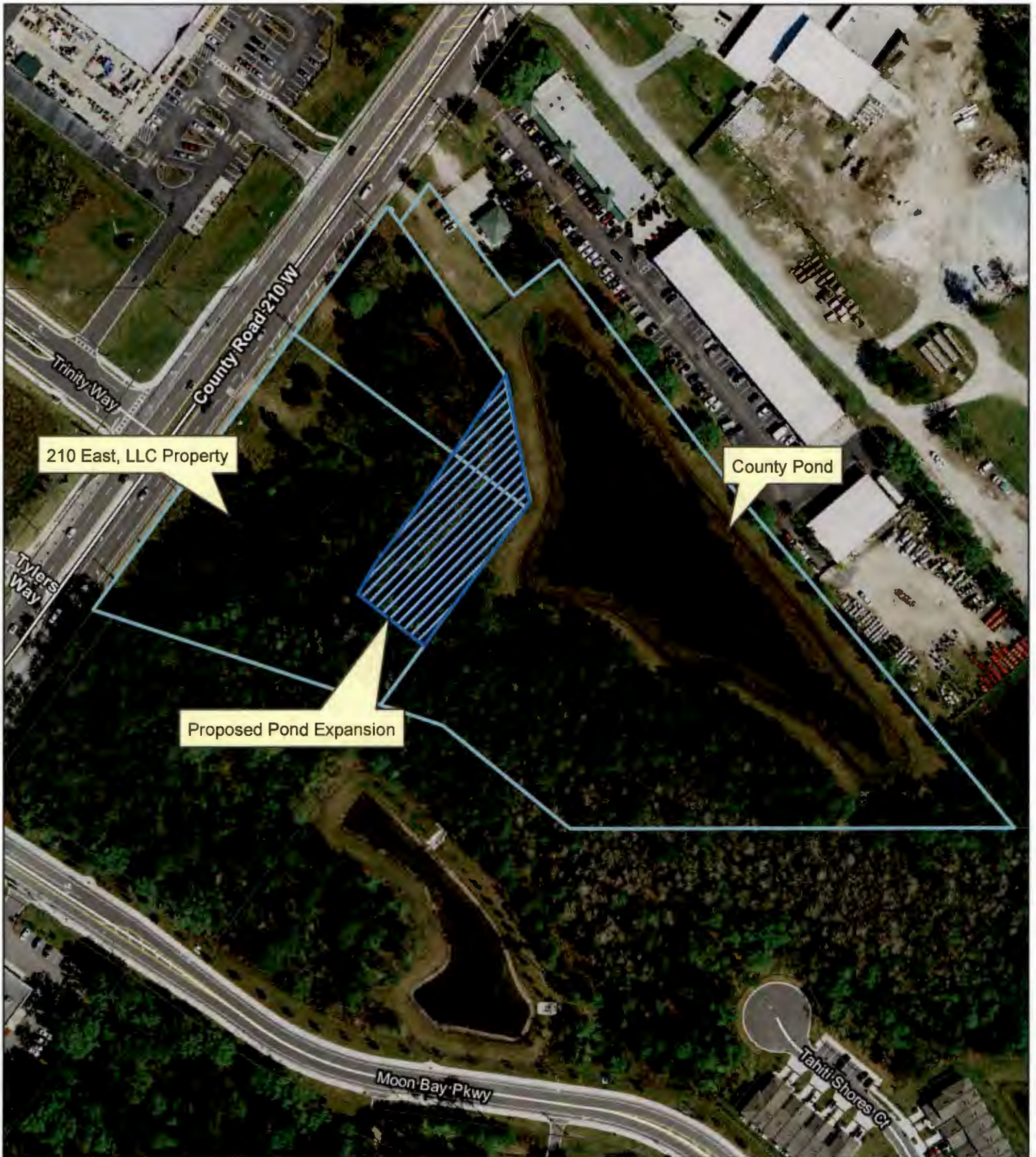
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Also the following described property:

POND EXPANSION LEGAL DESCRIPTION TO BE ADDED



2023 Aerial Imagery

Date: 11/7/2023

Property Exchange

St. Johns County
210 East, LLC



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.