

RESOLUTION NO. 2023-483

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 THE FAIRFIELD INN AND SUITES ST. JOHNS DEVELOPMENT LOCATED AT THE NORTHWEST INTERSECTION OF COUNTY ROAD 210 AND INTERSTATE 95.

RECITALS

WHEREAS, VF Fountains 1, LLC, a Florida limited liability company, (“VF Fountains 1”), has purchased property located at the northwest intersection of County Road 210 and Interstate 95 with future plans of constructing a Fairfield Inn and Suites hotel; and

WHEREAS, St. Johns County (“County”) owns property adjacent to VF Fountains 1’s property that is used as retention pond (“Pond Parcel”) for stormwater drainage off County Road 210; and

WHEREAS, VF Fountains 1 has requested to incorporate the County’s property into its commercial development to have the ability to maintain the retention pond and add signage and beautify the entrance to its development across the shared access easement; and

WHEREAS, VF Fountains 1 and the County have agreed that an exchange of property can be used to allow this request by virtue of conveyance of the Pond Parcel by County Deed from the County to VF Fountains 1, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, and a Grant of Easement and Covenant from VF Fountains 1 to the County over the Pond Parcel, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, approval of this exchange is beneficial to the County by VF Fountains 1 taking over maintenance responsibilities of the retention pond and passage of this resolution will deem the County’s property is 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: and

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 authorized to execute said deed on behalf of the County.
- b. The Grant of Easement and Covenant attached hereto as Exhibit "B" is hereby accepted and 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.

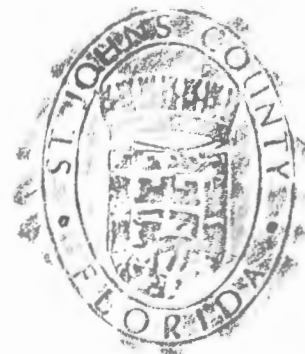
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

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 **VF FOUNTAINS 1, LLC**, a Florida limited liability company, whose address is 143 Hutchinson Lane, St. Augustine, Florida 32095, 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 (or Deputy Clerk)

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

POND SITE

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1147, PAG 971 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE FJ FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY FLORIDA, THENCE SOUTH $89^{\circ} 14' 15''$ WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 40, A DISTANCE OF 3068.46 FEET TO THE WESTERLY LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUTY, THENCE NORTH $01^{\circ} 09' 51''$ WEST, ALONG SAID WESTERLY LINE OF SECTION 16, A DISTANCE OF 13.33 FEET TO THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE, THENCE NORTHEASTERLY, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING 2 COURSES; COURSE 1; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1196.28 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $01^{\circ} 51' 15''$, AN ARC DISTANCE OF 38.71 FEET, SAID ARC BEING SUBTENDEED BY A CHORD BEARING AND DISTANCE OF NORTH $85^{\circ} 57' 06''$ EAST 38.71 FEET, TO A POINT OF TANGENCY, COURSE 2; THENCE NORTH $86^{\circ} 52' 44''$ EAST, A DISTANCE OF 98.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $86^{\circ} 52' 44''$ EAST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 29.69 FEET TO THE BEGINNING OF THE NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9 (I-95) (A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO 78080-2408), THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY EXISITNG LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9, THE FOLLOWING 2 COURSES; COURSE 1, THENCE NORTH $67^{\circ} 20' 38''$ EAST, A DISTANCE OF 149.58 FEET, COURSE 2, THENCE NORTH $06^{\circ} 27' 43''$ EAST, A DISTANCE OF 227.01 FEET, THENCE SOUTH $86^{\circ} 48' 56''$ WEST, DEPARTING SAID NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 174.72 FEET TO A POINT ON A CURVE, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $29^{\circ} 14' 50''$, AN ARC DISTANCE OF 38.28 FEET, SAID ARC BEING SUBTENDEED BY A CHORD BEARING AND DISTANCE OF SOUTH $22^{\circ} 24' 16''$ WEST, 37.87 FEET TO A POINT OF REVERSE CURVATURE, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $40^{\circ} 13' 27''$, AN ARC DISTANCE OF 52.65 FEET SAID ARC BEING SUBTENDEED BY A CHORD BEARING AND DISTANCE OF SOUTH $16^{\circ} 54' 53''$ WEST, 51.58 FEET; THENCE SOUTH $03^{\circ} 11' 54''$ EAST, A DISTANCE OF 191.03 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ACCESS EASEMENT AND DRAINAGE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2895, PAGE 1932 THROUGH 1937, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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 **VF FOUNTAINS 1, LLC**, a Florida limited liability company, whose address is 143 Hutchinson Lane, St. Augustine, Florida 32095, 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 repair, either above or below the surface of the ground, the stormwater pond and drainage facilities (the "Pond Facilities"), on, along, over, through, across, or under the following described land situate 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 "Pond 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.

1. Grantor hereby agrees to:

a. Be responsible for the maintenance of the Pond Easement Area and keep them in good condition and in compliance with all applicable laws, rules, regulations, and ordinances. If repairs or replacement of any portion of the 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.

b. The existing treatment volume as documented in St. Johns River Water Management District ERP Permit No. 63593-9 is to be exclusive to St. Johns County and is intended to accommodate runoff from the impervious area of a built-out road section of County Road 210 and any future developments by the Grantee. The existing volume of 1.81 ac-ft shall not be reduced or replaced by Grantor or any other property owner who contributes runoff to the Pond Easement Area.

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

existing stormwater treatment volumes are maintained for any proposed relocation of the Pond Facilities. 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 Pond Facilities into or through the Pond 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 each other regarding any known prohibited discharge into or within the Pond 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 Pond 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. 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:
VF FOUNTAINS 1, 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 VF Fountains 1, 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.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

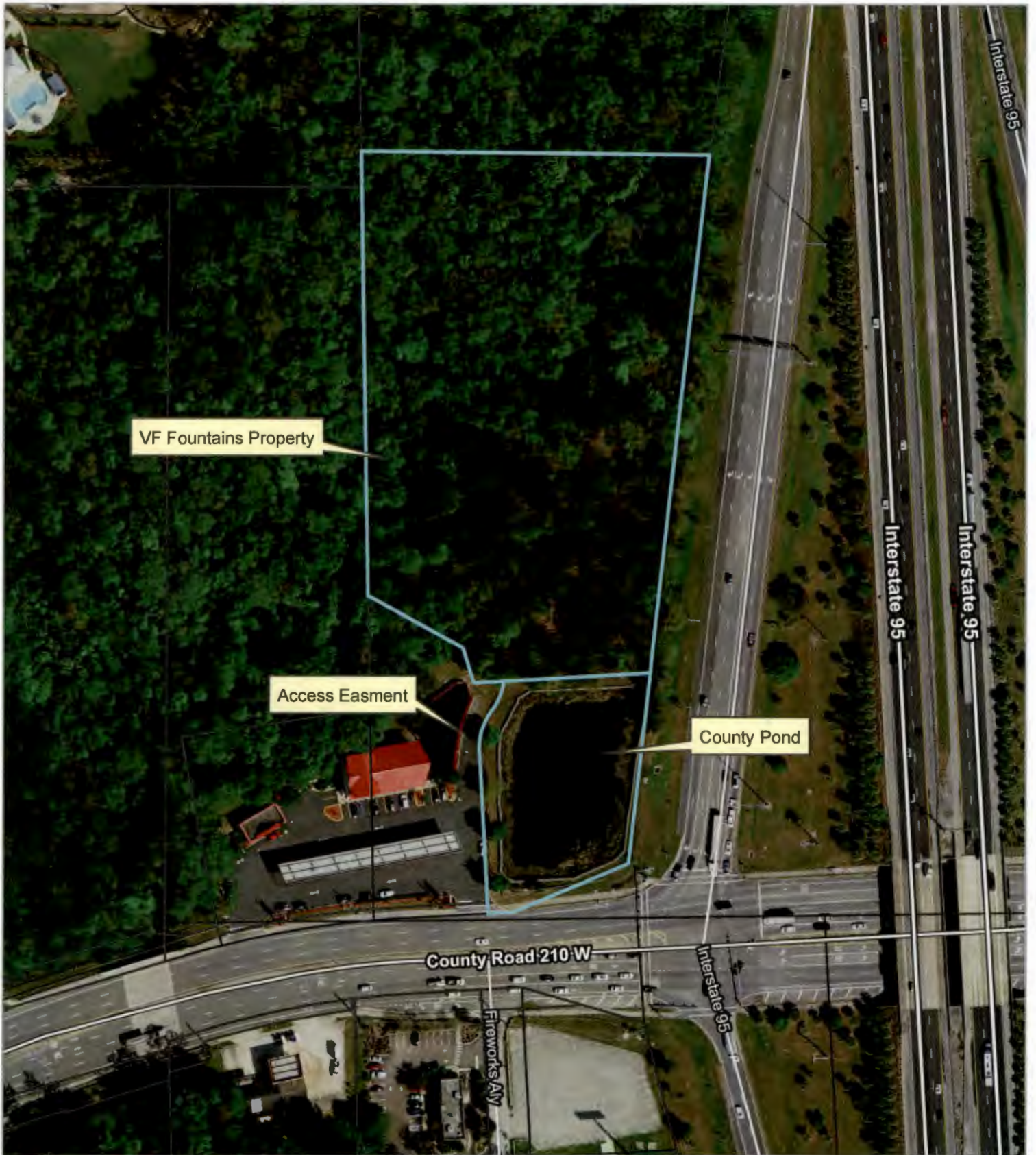
Exhibit A

POND SITE

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1147, PAG 971 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE FJ FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY FLORIDA, THENCE SOUTH $89^{\circ} 14'15''$ WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 40, A DISTANCE OF 3068.46 FEET TO THE WESTERLY LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY, THENCE NORTH $01^{\circ} 09'51''$ WEST, ALONG SAID WESTERLY LINE OF SECTION 16, A DISTANCE OF 13.33 FEET TO THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE, THENCE NORTHEASTERLY, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING 2 COURSES; COURSE 1; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1196.28 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $01^{\circ} 51'15''$, AN ARC DISTANCE OF 38.71 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH $85^{\circ} 57'06''$ EAST 38.71 FEET, TO A POINT OF TANGENCY, COURSE 2; THENCE NORTH $86^{\circ} 52'44''$ EAST, A DISTANCE OF 98.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $86^{\circ} 52'44''$ EAST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 29.69 FEET TO THE BEGINNING OF THE NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9 (I-95) (A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO 78080-2408), THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9, THE FOLLOWING 2 COURSES; COURSE 1, THENCE NORTH $67^{\circ} 20'38''$ EAST, A DISTANCE OF 149.58 FEET, COURSE 2, THENCE NORTH $06^{\circ} 27'43''$ EAST, A DISTANCE OF 227.01 FEET, THENCE SOUTH $86^{\circ} 48'56''$ WEST, DEPARTING SAID NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 174.72 FEET TO A POINT ON A CURVE, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $29^{\circ}14'50''$, AN ARC DISTANCE OF 38.28 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH $22^{\circ}24'16''$ WEST, 37.87 FEET TO A POINT OF REVERSE CURVATURE, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $40^{\circ} 13'27''$, AN ARC DISTANCE OF 52.65 FEET SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH $16^{\circ} 54'53''$ WEST, 51.58 FEET; THENCE SOUTH $03^{\circ} 11'54''$ EAST, A DISTANCE OF 191.03 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ACCESS EASEMENT AND DRAINAGE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2895, PAGE 1932 THROUGH 1937, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



2023 Aerial Imagery

Date: 11/2/2023

Property Exchange

St. Johns County
VF Fountains



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.