

RESOLUTION NO. 2024-137

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AMENDED AND RESTATED ROAD MAINTENANCE COST SHARE AGREEMENT BETWEEN RIVER'S EDGE PLANTATION ASSOCIATION, INC. AND ST. JOHNS COUNTY RELATING TO MILLING AND RESURFACING OF THE ROADWAYS WITHIN RIVER'S EDGE PLANTATION SUBDIVISION; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AMENDED AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, River's Edge Plantation Association, Inc. ("River's Edge") owns the roads and right-of-way in the plat of the River's Edge Plantation Subdivision recorded in Map Book 27, Page 88 through 98, attached and incorporated herein as "Exhibit A" ("Subdivision Roads"); and

WHEREAS, on or about September 29, 2016, River's Edge and St. Johns County ("County") entered into a Road Maintenance Cost Share Agreement ("Agreement"), approved by St. Johns County Resolution No. 2016-286, to resolve uncertainty regarding whether the Subdivision Roads were to be maintained by St. Johns County and whether the Roads had been accepted in the County Road System; and

WHEREAS, under the terms, provisions, conditions, and requirements of the original Agreement, no later than December 31, 2024, the County is to perform a one-time milling and resurfacing of the Subdivision Roads and be responsible for up to \$69,250.00 of the total costs, estimated at the time to be \$138,500 in 2024 figures ("Estimate"), with all remaining costs for the work, as well as all future maintenance, to be the responsibility of River's Edge; and

WHEREAS, competitive bids for the work recently received by the County significantly exceed the Estimate, with the lowest responsible bidder providing a bid of \$217,000; and

WHEREAS, while River's Edge has properly collected assessments from its homeowners based on the Estimate, its currently available funding is insufficient to meet its obligations under the Agreement, and further assessments within the timeline of the Agreement would unduly burden the River's Edge homeowners; and

WHEREAS, River's Edge and the County wish to enter into an Amended Road Maintenance Cost Share Agreement ("Amended Agreement"), attached hereto as Exhibit A and incorporated herein by reference, to appropriately reflect the original intent of the parties regarding responsibility for the cost of the work and to provide that such work will be performed by River's Edge, not the County; and

WHEREAS, under the terms, provisions, conditions, and requirements of the Amended Agreement, among other things, the County shall not be required to perform the milling and resurfacing of the Subdivision Roads as provided in the original Agreement, but shall instead make a one-time payment to River's Edge in the amount of \$108,500, reflecting one-half of the recently received bid, for use by River's Edge to perform said milling and resurfacing at its discretion; and

WHEREAS, entering into the Amended Agreement serves the interests of St. Johns County, and resolves uncertainties in the best interest of the public and for a public benefit.

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 are adopted as findings of fact.

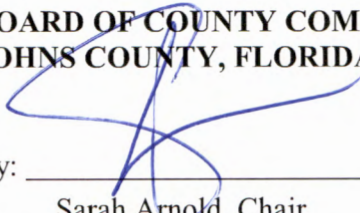
Section 2. The Board of County Commissioners of St. Johns County, Florida hereby approves the terms, provisions, conditions, and requirements of the Amended and Restated Road Maintenance Cost Share Agreement between River's Edge Plantation Association, Inc. and St. Johns County, and authorizes the County Administrator, or designee, to execute the Amended and Restated Road Maintenance Cost Share Agreement on behalf of the County in substantially the same form and format as attached hereto.

Section 3. The Clerk is instructed to file the executed Amended and Restated Road Maintenance Cost Share Agreement in the public records of St. Johns County.

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.

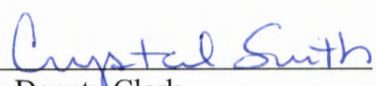
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of April, 2024.


BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:  _____
Sarah Arnold, Chair

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

Rendition Date: APR 03 2024

By:  _____
Deputy Clerk



AMENDED AND RESTATED ROAD MAINTENANCE COST SHARE AGREEMENT

THIS AMENDED AND RESTATED ROAD MAINTENANCE COST SHARE AGREEMENT (“Amended Agreement”) is made and entered into this _____ day of _____, 2024, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida (“County”), whose mailing address is 500 San Sebastian View, St. Augustine, FL 32084, and RIVER’S EDGE PLANTATION ASSOCIATION, INC. (“River’s Edge”), a Florida not-for-profit corporation, whose mailing address is P.O. Box 544, St. Augustine, FL 32085.

RECITALS

WHEREAS, River’s Edge owns the roads and right-of-way in the plat of the River’s Edge Plantation Subdivision recorded in Map Book 27, Page 88 through 98, attached and incorporated herein as “Exhibit A” (“Subdivision Roads”); and

WHEREAS, on or about September 29, 2016, River’s Edge and St. Johns County (“County”) entered into a Road Maintenance Cost Share Agreement (“Agreement”), approved by St. Johns County Resolution No. 2016-286, to resolve uncertainty regarding whether the Subdivision Roads were to be maintained by St. Johns County and whether the Roads had been accepted in the County Road System; and

WHEREAS, under the terms, provisions, conditions, and requirements of the original Agreement, no later than December 31, 2024, the County is to perform a one-time milling and resurfacing of the Subdivision Roads and be responsible for up to \$69,250 of the total costs, estimated at the time to be \$138,500 in 2024 figures (“Estimate”), with all remaining costs for the work, as well as all future maintenance, to be the responsibility of River’s Edge; and

WHEREAS, competitive bids for the work recently received by the County significantly exceed the Estimate, with the lowest responsible bidder providing a bid of \$217,000; and

WHEREAS, while River’s Edge has properly collected assessments from its homeowners based on the Estimate, its currently available funding is insufficient to meet its obligations under the Agreement, and further assessments within the timeline of the Agreement would unduly burden the River’s Edge homeowners; and

WHEREAS, River’s Edge and the County (collectively, “Parties”) wish to enter into this Amended Agreement to appropriately reflect the original intent of the parties regarding responsibility for the cost of the work and to provide that such work will be performed by River’s Edge, not the County; and

WHEREAS, under the terms, provisions, conditions, and requirements of this Amended Agreement, among other things, the County shall not be required to perform the milling and resurfacing of the Subdivision Roads as provided in the original Agreement, but shall instead make a one-time payment to River’s Edge in the amount of \$108,500, reflecting one-half of the recently received bid, for use by River’s Edge to perform said milling and resurfacing at its discretion; and

WHEREAS, entering into this Amended Agreement serves the interests of St. Johns County and resolves uncertainties in the best interest of the public and for a public benefit.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the receipt and sufficiency of which is acknowledged, the County and River's Edge do hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are hereby incorporated into the body of this Amended Agreement by reference.

2. The County Obligations. The County shall make a one-time payment to River's Edge in the total amount of ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$108,500.00) ("County Contribution") in accordance with payment instructions to be provided by River's Edge.

The Parties understand, acknowledge, and agree that the County Contribution is non-recurring and that, upon receipt of the County Contribution by River's Edge, the County shall have no further financial obligation with respect to the Subdivision Roads, or any of them. The Parties further understand, acknowledge, and agree that neither the County's Contribution nor anything else in this Agreement shall constitute, or be deemed to constitute, a gift or dedication to, or acceptance by, the County or the general public of the Subdivision Roads, or any of them.

The Parties understand and acknowledge that the County's performance under this Amended Agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of section 129.07, Florida Statutes, funds expended by the County under this Amended Agreement shall not exceed the amount appropriated in the County's budget for that purpose. Nothing in this Amended Agreement shall create any obligation on the part of the Board to appropriate funds for the County's performance under this Agreement in any given fiscal year.

3. River's Edge Obligations, Acknowledgements, and Release. River's Edge agrees that the County Contribution shall be used for the milling and resurfacing of the Subdivision Roads by or on behalf of River's Edge. Such work shall be performed at such a time and in such a manner as River's Edge may determine in its discretion.

River's Edge understands, acknowledges, and agrees that (a) the Subdivision Roads, and each of them, are privately-owned and not owned by or dedicated to the County; (b) the County has no financial or maintenance obligations of any kind with respect to the Subdivision Roads, or any of them; and (c) any future maintenance or work on the Subdivision Roads, or any of them, is the sole responsibility and expense of River's Edge, its successor or assigns.

River's Edge hereby releases the County from any and all claims River's Edge has, had, or may have that the Subdivision Roads, or any of them, are, were, or have ever been offered or dedicated to, or accepted by, the County in any way, including as the result of any previous acts or omissions of the County.

4. Access to Records. The access to, disclosure, non-disclosure or exemption of records associated with this Amended Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable state or federal law. Access to such public records may not be blocked, thwarted and/or hindered by placing the public records in the possession of a third party or an unaffiliated party.

5. Relationship of County and River's Edge. This Amended Agreement does not and shall not be construed to create an agency, partnership, joint venture, or other fiduciary or confidential relationship between the County and River's Edge.

6. No Third-Party Beneficiaries. Both the County and River's Edge explicitly agree, and this Amended Agreement explicitly provides that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

7. Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this Amended Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Amended Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect, provided that the removal of the voided portion shall not deprive either party of the benefit of its bargain.

8. Governing Law and Venue. This Amended Agreement shall be construed according to the laws of the State of Florida without regard to conflict of law provisions. Venue for any administrative and/or legal action arising under this Amended Agreement shall be in St. Johns County, Florida.

9. Entire Agreement. The Parties acknowledge that this Amended Agreement constitutes the complete agreement and understanding of the Parties concerning the subject matter hereof. There are no representations, arrangements, understandings, commitments, agreements, or undertakings, either oral or written, concerning the subject matter of this Amended Agreement except those fully expressed herein. Each party agrees that, in entering into this Amended Agreement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein. Any change, amendment, modification, revision or extension of this Amended Agreement shall be in writing and shall be executed by duly authorized representatives of each party.

This Amended Agreement supersedes all prior contracts and agreements between the Parties regarding the matters addressed herein, including but not limited to the Road Maintenance Cost Share Agreement, dated September 29, 2016, approved by St. Johns County Resolution No. 2016-286. On and after the effective date of this Amended Agreement, this Amended Agreement shall govern the Parties' conduct and relationship concerning the subject matter hereof.

10. Notices. All official notices to the County shall be delivered either by hand (receipt of delivery required), or by first class mail to:

St. Johns County Administrator
500 San Sebastian View
St. Augustine, FL 32084

With a copy to:

Office of County Attorney
500 San Sebastian View
St. Augustine, FL 32084

All official notices to River's Edge shall be delivered either by hand (receipt of delivery required), or by first class mail to:

River's Edge Plantation Homeowner's Association
Attn: President
P.O. Box 544
St. Augustine, FL 32085

All other correspondence, not classified as official notice, may be delivered, disseminated or submitted by any means acceptable to both parties.

11. Section Headings. Section headings in this Amended Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Amended Agreement or any of its provisions.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.

13. Authority to Execute. Each party covenants to the other party that it has lawful authority to enter into this Agreement and that it has authorized the execution of this Agreement by the representative noted below.

14. Effective Date. This Amended Agreement shall be effective on the date of the last signature of the parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties have executed this Amended Agreement as of the day and year first written above.

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

By: _____
Joy Andrews, County Administrator
Date: _____

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

By: _____
Deputy Clerk

RIVER'S EDGE PLANTATION
HOMEOWNER'S ASSOCIATION, INC.

By: [Signature]
Name: CHRISTOPHER D HARNES
Title: PRESIDENT, RIVER'S EDGE PLANTATION HOA
Date: 25 MAR 2024

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day 25th of March, 2024, by Christopher Harness, who is personally known to me or has produced Driver's license as identification.

[Signature]
(Print Name) Linda L Robinson
NOTARY PUBLIC
State of Florida at Large
Commission # HH 374040
My Commission Expires: 5/1/2027

