

RESOLUTION NO. 2024-215

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR OF THE BOARD, ON BEHALF OF THE COUNTY, TO EXECUTE A SUBORDINATION AGREEMENT AND AN EASEMENT AGREEMENT RELATED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION'S DONATION OF A POND SITE NEAR THE INTERSECTION OF STATE ROAD 207 AND COQUINA CROSSING DRIVE.

RECITALS

WHEREAS, the State of Florida Department of Transportation (FDOT) owns a pond site located near the intersection of State Road 207 and Coquina Crossing Drive; and

WHEREAS, this pond site is an ideal location for a driveway to the new water reclamation facility currently under construction off State Road 207; and

WHEREAS, the County made application to FDOT to execute and deliver documents in favor of St. Johns County, Florida, conveying all rights, title and interest in and to said lands and the Board of County Commissioners of St. Johns County entered Resolution No. 2023-274 on August 10, 2023 approving FDOT's donation of said lands and pond site to the County for public purpose or benefit; and

WHEREAS, it is St. Johns County Utility Department's (SJCUD) intent to remove the existing FDOT pond to allow construction of a driveway to the new water reclamation facility and replace the existing FDOT pond by constructing two (2) new joint use ponds, one on each side of the driveway; and

WHEREAS, FDOT has requested the County execute a Subordination Agreement for an existing SJCUD water line lying along the southern boundary line of the property and an Easement Agreement detailing joint use and responsibilities of the ponds, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof. Once construction of the joint use ponds have been completed to FDOT's satisfaction and they have issued the County a Final Acceptance letter, FDOT shall provide the County a Quit Claim Deed for the existing FDOT pond; and

WHEREAS, it is in the best interest of the public to execute these documents for the health, safety, and welfare of the citizens of St. Johns County.

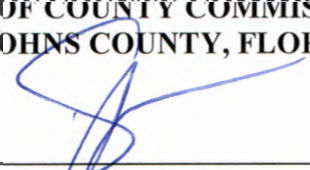
NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.
2. The Board of County Commissioners hereby authorizes the Chair of the Board to execute the Subordination Agreement and Easement Agreement on behalf of the County and instructs staff to take whatever action is necessary in order to complete FDOT's donation of the pond to the County in compliance with applicable Florida law.
3. To the extent that there are typographical, scrivener 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.
4. The Clerk of Court is instructed to record the original Subordination Agreement and Easement Agreement in the Public Records of St. Johns County, Florida.

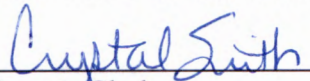
PASSED AND ADOPTED this 21st day of May, 2024.

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

Rendition Date MAY 23 2024

BY: 
Sarah Arnold, Chair

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


Deputy Clerk



36-SUB.04-Date: December 19, 2023

This instrument prepared by or
under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 809.3
SECTION NO. 78050-2531
F.P. NO. 2102531
STATE ROAD NO. 207
COUNTY OF St. Johns

SUBORDINATION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "party of the first part", and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, hereinafter called the "Department".

WITNESSETH:

WHEREAS, the party of the first part is the holder of a certain Easement for Utilities dated March 19, 2004 and recorded March 24, 2004 in Official Records Book 2162, Page 1588, of the Public Records of St. Johns County, Florida; and

WHEREAS, a portion of the land encumbered by said Easement for Utilities is required by the Department for public transportation purposes. The Department is not liable for any monetary expenses related to the costs of any current or future utility work, including any relocations or alterations/adjustments; and

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, paid, the receipt and sufficiency of which is hereby acknowledged, the party of the first part hereby agrees, covenants, and consents with the Department that the aforesaid Easement for Utilities is and shall continue to be subject and subordinate to the property rights of the Department insofar as said Easement for Utilities affects the following described property, viz:

See **Exhibit "A"**, attached hereto and by reference made a part hereof.

This subordination agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

St. Johns County, Florida,
By Its Board of County Commissioners

Print Name: _____
Clerk (or Deputy Clerk)

Address: _____

By: _____

Print Name: _____
Its Chairperson (or Vice-Chairperson)

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 _____, 20____, by _____, _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____

(Notary Seal)

Exhibit "A"

SECTION 78050-2531
F.P. NO. 210253-1

STATE ROAD NO. 207

ST. JOHNS COUNTY

DESCRIPTION

PARCEL 809 (PART "A")

PERPETUAL EASEMENT

A Portion Of Section 9 And Section 16, Township 8 South, Range 29 East, St. Johns County Florida, Being More Particularly Described As Follows:

Commence At Northwest Corner Of Section 16, Township 8 South, Range 29 East, St. Johns County Florida, Thence South 00°28'48" West, Along The West Line Of Said Section 16, A Distance Of 715.17 Feet To The Survey Baseline Of State Road No. 207 (A Variable Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section 78050-2531, F.P. No. 210253-1); Thence North 62°38'19" East, Along Said Survey Baseline, A Distance Of 845.91 Feet To A Curve To The Left, Having A Radius Of 2,864.93 Feet; Thence Continue Along Said Survey Baseline And Said Curve, Through An Angle Of 08°50'19", An Arc Distance Of 441.95 Feet, And A Chord Bearing And Distance Of North 58°13'10" East, 441.51 Feet; Thence North 36°12'00" West, A Distance Of 85.78 Feet To The Northerly Right Of Way Line Of Said State Road No.207, And The **Point Of Beginning**; Thence North 00°15'15" East, A Distance Of 358.53 Feet; Thence North 21°53'30" West, A Distance Of 14.32 Feet; Thence North 28°51'48" West, A Distance Of 131.02 Feet; Thence North 12°05'07" West, A Distance Of 168.12 Feet; Thence North 07°14'22" East, A Distance Of 12.78 Feet; Thence North 87°34'24" East, A Distance Of 90.32 Feet; Thence South 02°25'36" East, A Distance Of 170.23 Feet To A Curve To The Left, Having A Radius Of 173.59 Feet; Thence Along Said Curve, Through An Angle Of 37°59'21", An Arc Distance Of 115.09 Feet, And A Chord Bearing And Distance Of South 17°29'16" East, 112.99 Feet; Thence South 40°13'55" East, A Distance Of 277.29 Feet To A Curve To The Right, Having A Radius Of 40.00 Feet; Thence Along Said Curve, Through An Angle Of 16°50'00", An Arc Distance Of 11.75 Feet, And A Chord Bearing And Distance Of South 31°49'08" East, 11.71 Feet To The Northerly Right Of Way Line Of Said State Road No. 207, And A Curve To The Right, Having A Radius Of 3,481.94 Feet; Thence Along Said Right Of Way Line And Said Curve, Through An Angle Of 04°30'17", An Arc Distance Of 273.76 Feet, And A Chord Bearing And Distance Of South 52°08'28" West, 273.68 Feet To The **Point Of Beginning**.

Containing 1.494 Acres, More Or Less.

ALSO:

PARCEL 809 (PART "B")

PERPETUAL EASEMENT

A Portion Of Section 9, Township 8 South, Range 29 East, St. Johns County Florida, Being More Particularly Described As Follows:

Commence At Northwest Corner Of Section 16, Township 8 South, Range 29 East, St. Johns County Florida, Thence South $00^{\circ}28'48''$ West, Along The West Line Of Said Section 16, A Distance Of 715.17 Feet To The Survey Baseline Of State Road No. 207 (A Variable Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section 78050-2531, F.P. No. 210253-1); Thence North $62^{\circ}38'19''$ East, Along Said Survey Baseline, A Distance Of 845.91 Feet To A Curve To The Left, Having A Radius Of 2,864.93 Feet; Thence Continue Along Said Survey Baseline And Said Curve, Through An Angle Of $15^{\circ}26'38''$, An Arc Distance Of 722.24 Feet, And A Chord Bearing And Distance Of North $54^{\circ}55'00''$ East, 769.90 Feet; Thence North $42^{\circ}48'19''$ West, A Distance Of 78.72 Feet To The Northerly Right Of Way Line Of Said State Road No.20, And A Curve To The Right, Having A Radius Of 60.00 Feet, And The **Point Of Beginning**; Thence Along Said Curve, Through An Angle Of $32^{\circ}24'54''$, An Arc Distance Of 33.94 Feet, And A Chord Bearing And Distance Of North $56^{\circ}26'34''$ West, 33.49 Feet Thence North $40^{\circ}13'35''$ West, A Distance Of 180.04 Feet; Thence North $49^{\circ}46'05''$ East, A Distance Of 62.44 Feet; Thence North $74^{\circ}43'39''$ East, A Distance Of 19.03 Feet; Thence South $80^{\circ}18'48''$ East, A Distance Of 143.75 Feet; Thence South $61^{\circ}50'56''$ East, A Distance Of 13.98 Feet; Thence South $43^{\circ}23'04''$ East, A Distance Of 75.08 Feet To The Northerly Right Of Way Line Of Said State Road No. 207, And A Curve To The Right, Having A Radius Of 3,481.94 Feet; Thence Along Said Right Of Way Line And Said Curve, Through An Angle Of $02^{\circ}50'08''$, An Arc Distance Of 172.31 Feet, And A Chord Bearing And Distance Of South $47^{\circ}41'48''$ West, 172.30 Feet To The **Point Of Beginning**.

Containing 0.706 Acres, More Or Less.

This Instrument prepared by or under
the direction of David M. Robertson,
Chief Counsel District 2
Florida Department of Transportation
1109 South Marion Avenue, Mail Station 2009
Lake City, Florida 32025-5874

PARCEL NO.	809 (Part "A" and Part "B")
SECTION NO.	78050-2531
F.P. NO.	2102531
STATE ROAD	207
COUNTY	St. Johns

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into by the State of Florida Department of Transportation ("Department") and St. Johns County, Florida, its successors and assigns (collectively "County").

RECITALS

- A. The Department owns certain real property located in St. Johns County referred to as Parcel 107B, more particularly described and depicted on attached Exhibits "A" and "A-1"; and
- B. The Department currently utilizes Parcel 107B as a stormwater pond; and
- C. At the County's request and in exchange for the consideration provided in this Agreement, the Department will surplus and convey Parcel 107B to the County; and
- D. In exchange for Parcel 107B and the consideration provided in this Agreement, the County will convey a permanent drainage easement to the Department over certain County property referred to as Parcels 809A and 809B, more particularly described and depicted on attached Exhibits "B" and "B-1"; and
- E. The County will construct stormwater ponds on Parcels 809A and 809B for the use and benefit of the Department and the County (collectively "Joint Use Ponds"); and
- F. The County will perpetually maintain the Joint Use Ponds; and
- G. The County acknowledges and agrees an essential nexus exists between the obligations set forth in this Agreement and associated legitimate Department interests and that the obligations set forth in this Agreement are proportional to the anticipated impacts to the Department resulting from the exchange of the Department's fee interest in its stormwater pond, i.e., Parcel 107B, for an easement interest over the Joint Use Ponds, i.e., Parcels 809A and 809B, owned and maintained by the County; and
- H. For purposes of this Agreement the terms "stormwater" and "stormwater management system" are defined in Fla. Admin. Code R. 14-86.002 (18) and (19).

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, the parties acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above and attached exhibits are specifically incorporated in and made part of this Agreement.

2. EXECUTION AND EFFECTIVE DATE

The date the Department executes this Agreement is the "Effective Date".

3. E-VERIFY

The County shall: (a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the Agreement; and (b) expressly require any contractors or subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the contract term.

4. COMPLIANCE

The County shall perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, judicial, administrative, regulatory, safety and environmental decrees, orders, judgments, laws, codes, rules, regulations, policies, procedures, guidelines and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, the County, St. Johns River Water Management District, Florida Department of Environmental Protection, U.S. Environmental Protection Agency, Army Corps of Engineers and the United States Coast Guard ("Governmental Law").

5. DEPARTMENT PERMITS

This Agreement is separate and apart from required Department permit(s), if any. Should any term or provision of this Agreement conflict with any term or provision any required Department permit(s), the terms and provisions of this Agreement shall control.

6. GRANT OF EASEMENT TO THE DEPARTMENT

A. The County, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which the County acknowledges, grants to the Department, its successors and assigns, an exclusive perpetual drainage easement for use by only the Department and the County for the purposes of draining, retaining, detaining and conveying stormwater in, over, under, upon and through the real property located in St. Johns County, Florida, referred to a Parcels 809A and 809B and described on attached Exhibit "B", together with the right to access, observe, inspect, operate, maintain, construct, improve and repair improvements located on or within said real property. TO HAVE AND TO HOLD, the same unto the Department, its successors and assigns, forever.

B. Title to Parcels 809A and 809B shall be marketable and free and clear of all encumbrances as of the Effective Date. The sole exception to the marketable title requirement is that certain easement interest held by Florida Power and Light ("FPL") dated September 9, 1926, and recorded in Deed Book 75, Page 7, of the Official Records of St. Johns County ("FPL Easement"). FPL refused to subordinate its easement interest to the Department. If any other encumbrance cannot be cleared prior to the Effective Date, it must be subordinated to the Department, utilizing a form prepared by the Department, prior to the Effective Date.

C. The County shall record this Agreement in the St. Johns County Official Records within five (5) business days of receipt of the fully executed Agreement.

7. CONSTRUCTION

A. The County shall submit four (4) signed and sealed copies of the construction plans and specifications for the Joint Use Ponds to the Department's St. Augustine Maintenance Engineer ("ME") for review and approval. Construction of the Joint use ponds shall not commence until the construction plans and specifications are approved ("Approved Plans"). Changes to the Approved Plans require prior written approval from the ME.

B. The County shall notify the ME in writing when construction of the Joint Use Ponds is complete. The County's notice shall include a copy of the final as-built plans and an engineering certificate indicating that construction was completed in accordance with the Approved Plans within the boundaries of Parcels 809A and 809B. The ME, or designee, will then perform a final inspection. If the ME, or designee, determines construction was completed in accordance with the Approved Plans, the Department will issue a final acceptance letter ("Final Acceptance"). The Department shall notify the County in writing if construction is not in compliance with the Approved Plans and the County shall promptly remedy the deficiency. The Department shall not issue its Final Acceptance until the deficiency / non-compliance is corrected.

8. UTILITIES

The County, at its sole cost and expense, is responsible for resolving all utility conflicts that exist or arise in the performance of this Agreement, including, without limitation, locating, removing and relocating utilities, both aerial and underground. Utility conflicts shall be resolved by the County directly with the applicable utility. The County will ensure all utility locations are accurately documented on the construction plans and specifications, including the final as-built plans.

9. CONVEYANCE OF PARCEL 107B TO THE COUNTY

A. After issuance of the Department's Final Acceptance, the County shall submit a written request to the Department's District 2 Deputy Right of Way Manager - Operations for conveyance of Parcel 107B to the County. The request shall include a copy of the Department's Final Acceptance together with an executed copy of this Agreement.

B. The Department shall quitclaim Parcel 107B, less and except the Department's easement interests in Parcels 809A and 809B, to the County as soon as practicable after receipt of the County's written request, not to exceed twenty (20) days.

C. The County shall promptly record the Quitclaim Deed in the St. Johns County Official Records and provide the Department with a copy of the recorded deed.

D. The value of Parcels 107B, 809A and 809B were determined per applicable Department procedure and no compensation is due and owing to either party for the difference in value, if any, of the three Parcels.

10. OPERATION, MAINTENANCE AND REPAIR

A. From the Effective Date, the County shall perpetually operate, maintain and repair the Joint Use Ponds at its sole cost and expense in accordance with applicable Governmental Law.

B. If the Department determines the County is not maintaining the Joint Use Ponds in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the County and the County shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the County mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the County's written notice indicating that the deficiency was corrected, the Department, within its discretion, may: (1) provide the County with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the County's sole cost and expense. Should the Department elect to correct the deficiency, the Department may do so itself or may engage the services of a third party to correct the deficiency. The Department shall provide the County with an invoice for the cost to correct the deficiency and the County shall pay the invoice within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to § 55.03, Florida Statutes, until paid in full.

D. If at any time the Department determines the integrity or safety of the Joint Use Ponds requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the County with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The County shall pay the invoice within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

E. Nothing in this section obligates the Department to maintain the Joint Use Ponds.

11. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement entitle the County to compensation pursuant to Article X, Section 6 of the Constitution of the State of Florida, Florida Statutes Chapters 73 or 74, or similar laws concerning the taking of property for public purposes.

12. INDEMNIFICATION

A. The County shall defend, indemnify and hold the Department harmless from all claims, demands, damages, losses, judgments, fines, penalties, assessments, costs and attorney fees incurred by the Department as a result of the County's: (i) negligent performance or breach of this Agreement; (ii) intentional or wrongful acts or omissions in the performance or breach of this Agreement; or (iii) violation of applicable Governmental Law in the performance or breach of this Agreement ("Liabilities"). The County shall immediately notify the Department in writing upon becoming aware of any Liabilities. The County shall, upon the Department's written demand, participate and associate with the Department, as directed by the Department, in the defense and trial of any Liabilities, including related settlement negotiations. The inability of the County to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this section of the Agreement. The County's is not required to defend, indemnify or hold the Department harmless from the Department's negligence, intentional or wrongful acts, omissions or breach of contract.

B. The County's liability arising from the performance or breach of this Agreement is limited to 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). The provisions and limitations of Section 768.28, Florida Statutes (2023), are deemed to apply to this 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.

C. Each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement.

D. No provision or part of this Agreement, including, without limitation, provisions concerning the limitation of liability and the non-waiver of sovereign immunity, apply to or limit the County's obligations owed to the Department set forth in Operation, Maintenance and Repair section of this Agreement (paragraph10).

13. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes (2023).

14. NOTICE

Notice to a party concerning or required by this Agreement shall be in writing and delivered to the recipient at each of the following addresses by one of the following methods: (a) hand delivery; (b) registered United States Mail, postage prepaid; (c) certified mail, postage prepaid, return receipt requested; or (d) by a nationally recognized overnight courier:

Department: Florida Department of Transportation
Attn: St. Augustine Maintenance Engineer
3600 DOT Road, Mail Station 2701
St. Augustine, Florida 32084, Florida

and Florida Department of Transportation
Office of Right of Way – District 2
ATTN: Deputy District Right of Way Manager - Operations
1109 S. Marion Avenue MS 2020
Lake City, Florida 32025

The County: St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

and St. Johns County Utility Department
1205 State Road 16
St. Augustine, FL 32084

15. PUBLIC RECORDS

The County shall comply with all applicable provisions of Chapter 119, Florida Statutes. In the event the County asserts an exemption to the requirements of Chapter 119, the burden and expense of establishing such exemption shall be borne solely by the County.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE COUNTY WILL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025
Telephone: (386) 758-3727
Email: D2prcustodian@dot.stat.fl.us

16. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Florida.

17. VENUE

Venue for any and all actions arising out of or in any way related to the enforcement, interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

18. JURY TRIAL

The parties waive the right to trial by jury of any dispute concerning the enforcement, interpretation, validity, performance or breach of this Agreement.

19. COVENANT RUNNING WITH THE LAND

The County's obligations set forth in this Agreement shall run with the title to Parcels 809A and 809B. All persons and entities acquiring title to all or any portion of Parcels 809A and 809B assume all of the County's obligations set forth in this Agreement.

20. ASSIGNMENT

This Agreement is not assignable by the County absent the Department's prior written consent executed by the District 2 Secretary. Nothing in this section shall prevent the County from delegating its contractual duties, but such delegation shall not release the County from its obligation to perform this Agreement.

21. THIRD PARTY BENEFICIARIES

This Agreement is binding on the parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies on any other person or entity.

22. VOLUNTARY EXECUTION OF AGREEMENT

This Agreement was negotiated fairly, at arm's length. The parties are freely and voluntarily executing this Agreement of their own accord, each with legal advice from their respective legal counsel.

23. ENTIRE AGREEMENT

This Agreement, including any required Department permits, contain the entire understanding of the parties. No representations or promises were made except those that are specifically set out in this Agreement and required Department permits, if any. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter of this Agreement are waived and superseded by this Agreement and applicable Department permits, if any.

24. EXECUTION OF DOCUMENTS

The parties agree to promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

25. SUFFICIENCY OF CONSIDERATION

The parties acknowledge the receipt and sufficiency of the consideration provided for in this Agreement.

26. WAIVER

The failure of either party to insist on the performance of a provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment of the provision. All provisions remain in full force and effect unless specifically waived in writing.

27. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against either party because that party or that party's legal representative drafted the term or provision.

28. CAPTIONS

Paragraph / section titles contained in this Agreement are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement.

29. SEVERANCE

If any part of this Agreement is adjudged by a court, agency or other authority of competent jurisdiction to be invalid, illegal or unenforceable, all remaining parts of this Agreement shall remain in full force and effect so long as the principal purposes of the Agreement, as determined by the Department, remain enforceable.

30. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

31. MODIFICATION OF AGREEMENT

A modification of this Agreement shall be effective only if made in a signed writing, with the same formality as this Agreement is executed.

IN WITNESS WHEREOF, the parties execute this Agreement consisting of ten (10) pages, excluding exhibits.

SIGNATURES ON FOLLOWING PAGES

**FLORIDA DEPARTMENT OF
TRANSPORTATION**

By: _____

Printed Name: Greg Evans

Title: District 2 Secretary

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

WITNESSES:

By: _____

Printed Name: _____

Address: _____

By: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by Greg Evans, of the Florida Department of Transportation, who is personally known to me, or who produced _____ as identification, on behalf of the Department.

ST. JOHNS COUNTY, FLORIDA

By: _____

Printed Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Printed Name: _____

Address: _____

By: _____

Printed Name: _____

Address: _____

**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 _____, 2024, by _____, of St. Johns County, who is personally known to me, or who produced _____ as identification, on behalf of The County.

Exhibit "A"

SECTION NO. 78050-2531
F.P. No. 210253-1

STATE ROAD NO. 207

ST. JOHNS COUNTY

DESCRIPTION

PARCEL NO. 107 PART "B"

TO BE QUITCLAIMED

A Part Of Section 9, Township 8 South, Range 29 East, Of St. Johns County, Florida, Being Described As Follows:

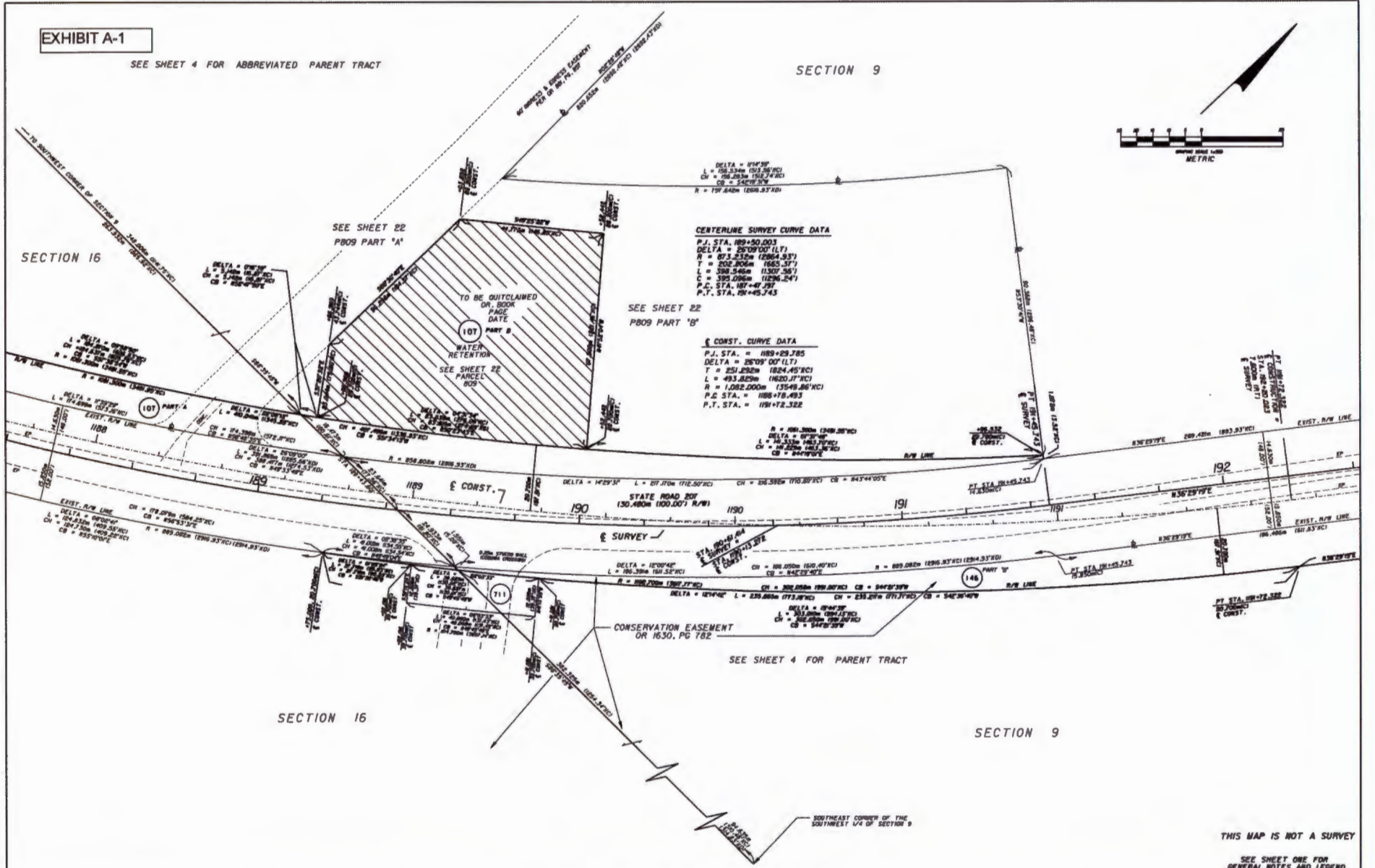
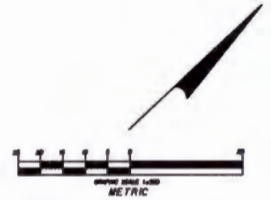
Commence At The Southwest Corner Of Said Section 9; Thence North $88^{\circ}35'45''$ East, Along The Southerly Line Of Said Section 9, A Distance Of 348.006 Meters (1141.75 Feet) To A Point On A Curve; Thence Run Northeasterly Along The Arc Of Said Curve Concave Northwesterly, Having A Radius Of 1061.300 Meters (3481.95 Feet), Through A Total Central Angle Of $0^{\circ}16'39''$, An Arc Distance Of 5.142 Meters (16.87 Feet), Said Curve Being Subtended By A Chord Bearing And Distance Of North $52^{\circ}47'50''$ East, 5.142 Meters (16.87 Feet) To The Point Of Beginning; Thence Continue Northeasterly Along The Arc Of Said Curve Concave Northwesterly, Having A Radius Of 1061.300 Meters (3481.95 Feet), Through A Total Central Angle Of $04^{\circ}31'34''$, An Arc Distance Of 83.838 Meters (275.06 Feet), Said Curve Being Subtended By A Chord Bearing And Distance Of North $50^{\circ}23'43''$ East, 83.816 Meters (274.99 Feet); Thence North $41^{\circ}52'04''$ West A Distance Of 67.500 Meters (221.46 Feet); Thence South $49^{\circ}25'22''$ West, A Distance Of 44.773 Meters (146.89 Feet); Thence South $00^{\circ}30'40''$ East, A Distance Of 56.256 Meters (184.57 Feet); Thence South $37^{\circ}20'32''$ East, A Distance Of 23.044 Meters (75.60 Feet) To The Point Of Beginning.

Containing 0.4740 Hectares (1.171 Acres), More Or Less.

EXHIBIT A-1

SEE SHEET 4 FOR ABBREVIATED PARENT TRACT

SECTION 9



CENTERLINE SURVEY CURVE DATA
 P.J. STA. 189+50.003
 DELTA = 267°00' (1.7)
 R = 87.251m (2864.83')
 T = 202.802m (665.37')
 L = 338.540m (1109.28')
 C = 395.026m (1279.24')
 P.C. STA. 187+47.797
 P.T. STA. 191+45.743

CONST. CURVE DATA
 P.J. STA. = 189+29.785
 DELTA = 287°09' 00" (1.7)
 T = 251.825m (826.45' RC)
 L = 493.825m (1620.77' RC)
 C = 1,082.000m (3549.86' RC)
 P.C. STA. = 188+19.493
 P.T. STA. = 191+72.322

SECTIONS 9 & 16, TOWNSHIP 8 SOUTH, RANGE 29 EAST

THIS MAP IS NOT A SURVEY
 SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING	APPROVED BY	DATE	ADD. NO. RECORD	REV	DATE	BY	DATE	F.P. NO.	NO.	DATE	SECTION	NO.	DATE	NO.	DATE
		DESIGNED BY	DATE	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.
STATE ROAD NO. 207 ST. JOHNS COUNTY F.P. NO. 2102531												SECTION 1609-9031 CLARY & ASSOCIATES, INC. R.F.P. NO. 210888 F.P. NO. 2102531	FIELD BOOK NO. 1 EXP/CALC/DATABASE NO. 1500004 SCALE: 1"=50' SHEET 18 OF 26			

Exhibit "B"

SECTION 78050-2531
F.P. NO. 210253-1

STATE ROAD NO. 207

ST. JOHNS COUNTY

DESCRIPTION

PARCEL 809 (PART "A")

PERPETUAL EASEMENT

A Portion Of Section 9 And Section 16, Township 8 South, Range 29 East, St. Johns County Florida, Being More Particularly Described As Follows:

Commence At Northwest Corner Of Section 16, Township 8 South, Range 29 East, St. Johns County Florida, Thence South 00°28'48" West, Along The West Line Of Said Section 16, A Distance Of 715.17 Feet To The Survey Baseline Of State Road No. 207 (A Variable Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section 78050-2531, F.P. No. 210253-1); Thence North 62°38'19" East, Along Said Survey Baseline, A Distance Of 845.91 Feet To A Curve To The Left, Having A Radius Of 2,864.93 Feet; Thence Continue Along Said Survey Baseline And Said Curve, Through An Angle Of 08°50'19", An Arc Distance Of 441.95 Feet, And A Chord Bearing And Distance Of North 58°13'10" East, 441.51 Feet; Thence North 36°12'00" West, A Distance Of 85.78 Feet To The Northerly Right Of Way Line Of Said State Road No.207, And The **Point Of Beginning**; Thence North 00°15'15" East, A Distance Of 358.53 Feet; Thence North 21°53'30" West, A Distance Of 14.32 Feet; Thence North 28°51'48" West, A Distance Of 131.02 Feet; Thence North 12°05'07" West, A Distance Of 168.12 Feet; Thence North 07°14'22" East, A Distance Of 12.78 Feet; Thence North 87°34'24" East, A Distance Of 90.32 Feet; Thence South 02°25'36" East, A Distance Of 170.23 Feet To A Curve To The Left, Having A Radius Of 173.59 Feet; Thence Along Said Curve, Through An Angle Of 37°59'21", An Arc Distance Of 115.09 Feet, And A Chord Bearing And Distance Of South 17°29'16" East, 112.99 Feet; Thence South 40°13'55" East, A Distance Of 277.29 Feet To A Curve To The Right, Having A Radius Of 40.00 Feet; Thence Along Said Curve, Through An Angle Of 16°50'00", An Arc Distance Of 11.75 Feet, And A Chord Bearing And Distance Of South 31°49'08" East, 11.71 Feet To The Northerly Right Of Way Line Of Said State Road No. 207, And A Curve To The Right, Having A Radius Of 3,481.94 Feet; Thence Along Said Right Of Way Line And Said Curve, Through An Angle Of 04°30'17", An Arc Distance Of 273.76 Feet, And A Chord Bearing And Distance Of South 52°08'28 West, 273.68 Feet To The **Point Of Beginning**.

Containing 1.494 Acres, More Or Less.

ALSO:

PARCEL 809 (PART "B")

PERPETUAL EASEMENT

A Portion Of Section 9, Township 8 South, Range 29 East, St. Johns County Florida, Being More Particularly Described As Follows:

Commence At Northwest Corner Of Section 16, Township 8 South, Range 29 East, St. Johns County Florida, Thence South $00^{\circ}28'48''$ West, Along The West Line Of Said Section 16, A Distance Of 715.17 Feet To The Survey Baseline Of State Road No. 207 (A Variable Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section 78050-2531, F.P. No. 210253-1); Thence North $62^{\circ}38'19''$ East, Along Said Survey Baseline, A Distance Of 845.91 Feet To A Curve To The Left, Having A Radius Of 2,864.93 Feet; Thence Continue Along Said Survey Baseline And Said Curve, Through An Angle Of $15^{\circ}26'38''$, An Arc Distance Of 722.24 Feet, And A Chord Bearing And Distance Of North $54^{\circ}55'00''$ East, 769.90 Feet; Thence North $42^{\circ}48'19''$ West, A Distance Of 78.72 Feet To The Northerly Right Of Way Line Of Said State Road No.20, And A Curve To The Right, Having A Radius Of 60.00 Feet, And The **Point Of Beginning**; Thence Along Said Curve, Through An Angle Of $32^{\circ}24'54''$, An Arc Distance Of 33.94 Feet, And A Chord Bearing And Distance Of North $56^{\circ}26'34''$ West, 33.49 Feet; Thence North $40^{\circ}13'35''$ West, A Distance Of 180.04 Feet; Thence North $49^{\circ}46'05''$ East, A Distance Of 62.44 Feet; Thence North $74^{\circ}43'39''$ East, A Distance Of 19.03 Feet; Thence South $80^{\circ}18'48''$ East, A Distance Of 143.75 Feet; Thence South $61^{\circ}50'56''$ East, A Distance Of 13.98 Feet; Thence South $43^{\circ}23'04''$ East, A Distance Of 75.08 Feet To The Northerly Right Of Way Line Of Said State Road No. 207, And A Curve To The Right, Having A Radius Of 3,481.94 Feet; Thence Along Said Right Of Way Line And Said Curve, Through An Angle Of $02^{\circ}50'08''$, An Arc Distance Of 172.31 Feet, And A Chord Bearing And Distance Of South $47^{\circ}41'48''$ West, 172.30 Feet To The **Point Of Beginning**.

Containing 0.706 Acres, More Or Less.

TOWNSHIP 8 SOUTH, RANGE 29 EAST

EXHIBIT B-1

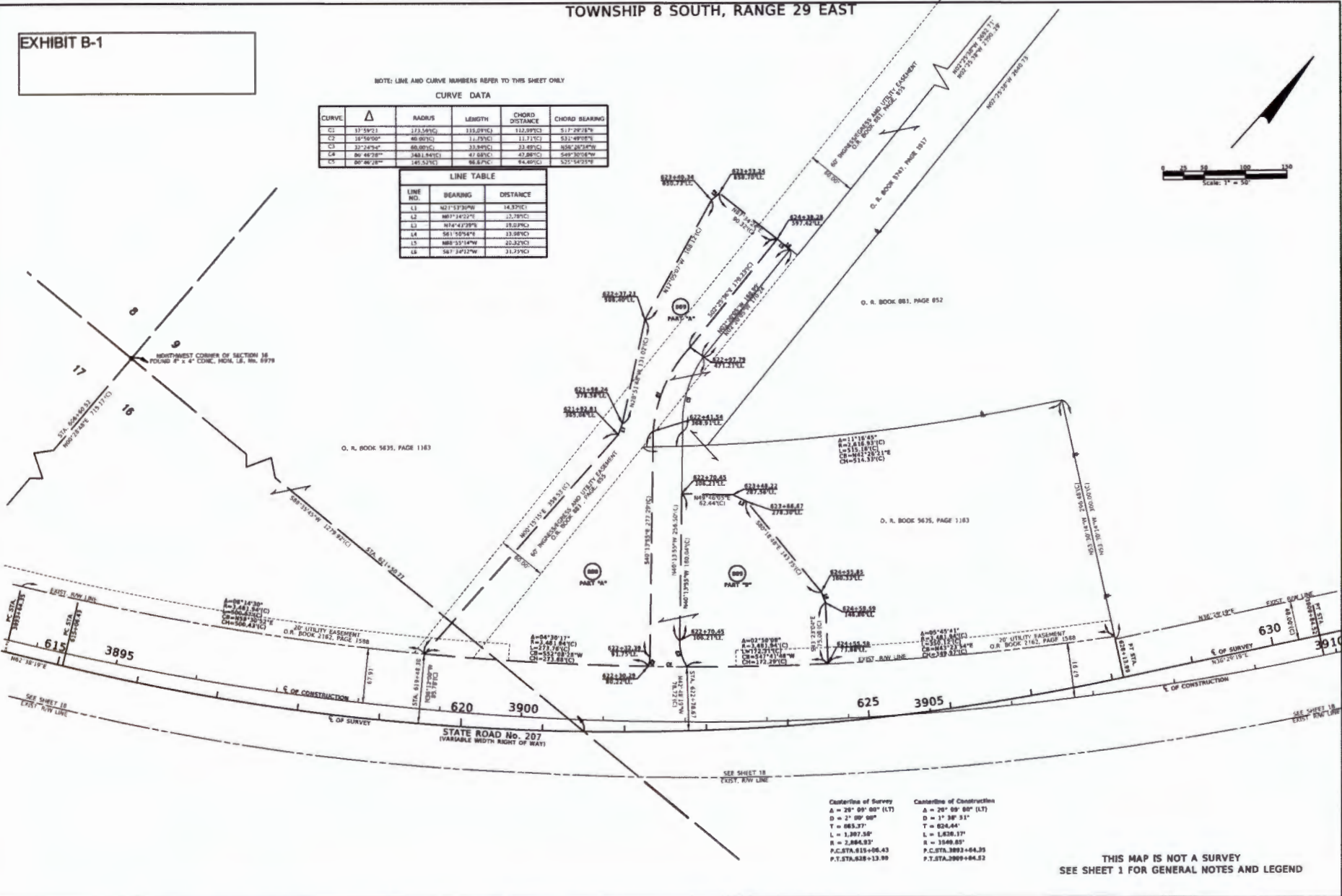
NOTE: LINE AND CURVE NUMBERS REFER TO THIS SHEET ONLY

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	17°59'21"	173.50(FC)	113.89(FC)	112.09(FC)	S17°29'18"E
C2	15°59'09"	46.80(FC)	11.72(FC)	11.71(FC)	S31°49'09"E
C3	17°24'26"	40.00(FC)	13.88(FC)	13.87(FC)	S38°30'35"E
C4	86°46'28"	140.14(FC)	47.68(FC)	47.88(FC)	S49°30'58"W
C5	80°40'28"	145.52(FC)	58.87(FC)	54.49(FC)	S25°54'23"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	40°11'32.00"W	14.37(FC)
L2	N63°14'52"E	17.78(FC)
L3	N34°41'39"E	19.02(FC)
L4	S61°59'54"E	13.98(FC)
L5	N68°35'14"W	20.22(FC)
L6	S67°38'12"W	11.72(FC)



Centerline of Survey
 $\Delta = 25^{\circ} 09' 00''$ (LT)
 $D = 21.90'$ (FC)
 $T = 663.37'$
 $L = 3,387.58'$
 $R = 2,386.83'$
 $P.C. STA. 615+06.43$
 $P.T. STA. 628+13.90$

Centerline of Construction
 $\Delta = 20^{\circ} 09' 00''$ (LT)
 $D = 11.90'$ (FC)
 $T = 624.44'$
 $L = 1,439.17'$
 $R = 1,549.85'$
 $P.C. STA. 3893+04.35$
 $P.T. STA. 3909+04.52$

THIS MAP IS NOT A SURVEY
 SEE SHEET 18 FOR GENERAL NOTES AND LEGEND



PIN 136360-0000
Location of the Future
Water Reclamation Facility

PIN 136360-0010
Proposed 60-Foot Driveway to
Water Reclamation Facility

FDOT Pond

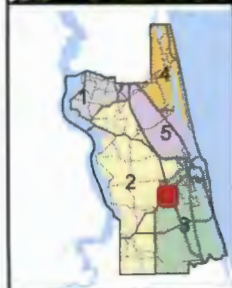
Allen Nease Rd

Vermont Blvd

State Road 207

Marketplace Dr

Interstate 95



2023 Aerial Imagery

Date: 5/1/2024

Pond Donation
Florida Department
of Transportation



Land Management
Systems
(904) 209-0764

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.