

RESOLUTION NO. 2024-278

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TRANSFER OF A POND SITE ON STATE ROAD 207 OWNED BY STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY QUITCLAIM DEED AND EASEMENT AGREEMENT TO SERVE THE KINGS ESTATE ROAD CORRIDOR IMPROVEMENTS PROJECT AND AUTHORIZING THE CHAIR TO EXECUTE THE QUITCLAIM DEED AND EASEMENT AGREEMENT.

RECITALS

WHEREAS, the State of Florida Department of Transportation has agreed to convey by Quitclaim Deed and Easement Agreement an existing storm water pond parcel owned by Florida Department of Transportation (“FDOT”) to St. Johns County (“County”), attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, the Quitclaim Deed and Easement Agreement provides for County use and maintenance of the pond, and reserves easement rights over the joint use pond for FDOT’s storm water treatment to serve State Road 207; and

WHEREAS, acceptance of the joint use pond through execution of the Quitclaim Deed and Easement Agreement will provide storm water treatment for the Kings Estate Road Corridor Improvements Project at minimal expense by maximizing the efficient use of existing resources.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of and authorizes the Chair to execute the Quitclaim Deed and Easement Agreement.

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.

Section 4. The Clerk is instructed to return the original executed Quitclaim Deed and Easement Agreement to the Florida Department of Transportation at the following address:

Florida Department of Transportation, District Two GEC – ATKINS, Attention: Robert Brzak,
1109 S. Marion Ave., MS 2020, Lake City, FL 32025-5874.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
Florida, this 16th day of July, 2024.

Rendition Date JUL 16 2024

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Sarah Arnold, Chair

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

By: Crystal Smith
Deputy Clerk



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
133 (part)

County of	St. Johns
Section No.	78050-2516
F.P. No.	n/a
State Road No.	207
Parcel Nos.	132 (part) and

QUITCLAIM DEED AND EASEMENT AGREEMENT

This Quitclaim Deed and Easement Agreement ("Agreement") is made and entered into by the State of Florida Department of Transportation, 1109 South Marion Avenue, Lake City, Florida 32025-5874 ("Department"), and St. Johns County, Florida, a political subdivision of the State of Florida, 500 San Sebastian View, St. Augustine, Florida 32084, its successors and assigns (collectively "County").

RECITALS

A. The Department owns certain real property located in St. Johns County referred to as Parcels 132 (part) and 133 (part), more particularly described on attached Exhibit "A" and depicted on attached Exhibit "A-1"; and

B. The Department currently utilizes Parcels 132 (part) and 133 (part) as a stormwater pond; and

C. At the County's request and in exchange for the consideration provided in this Agreement, the Department previously surplused and now, by this instrument, quitclaims its interest in Parcels 132 (part) and 133 (part) to the County, reserving to the Department a perpetual easement for various purposes described in detail below; and

D. Parcels 132 (part) and 133 (part), including the stormwater pond, shall be for the use and benefit of the Department and the County, i.e., a joint use facility (collectively the "Joint Use Pond"); and

E. The County shall perpetually maintain the Joint Use Pond; and

F. 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 Parcels 132 (part) and 133 (part) for a perpetual easement over the same property; and

G. 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); and

H. For purposes of this Agreement, the terms "stormwater pond" and "Joint Use Pond" shall be synonymous with the term "storm water management system".

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. QUIT CLAIM AND RESERVATION OF EASEMENT

A. Parcels 132 (part) and 133 (part) were previously acquired by the Department by and for such uses provided by applicable Florida law.

B. By action of the Department's District 2 Secretary on _____, 2024, it was determined that fee ownership of Parcels 132 (part) and 133 (part) is no longer required and that reservation of the easement rights described in this instrument is sufficient to meet the Department's needs.

C. Pursuant to the authority provided in §337.25, Florida Statutes, with the consent and approval of the Department's District 2 Secretary, the Department quitclaims Parcels 132 (part) and 133 (part) to the County as follows:

NOW THEREFORE, the Department, in exchange for the consideration described in this Agreement, one dollar and other good and valuable consideration, the receipt and sufficiency of which the County acknowledges, quitclaims all of its right, title and interest in and to the real property located in St. Johns County, Florida, referred to as Parcels 132 (part) and 133 (part) and described on attached Exhibit "A".

RESERVING to the Department, its successors and assigns, a perpetual easement in, over, upon and through Parcels 132 (part) and 133 (part) for any lawful purpose(s) for which the Department may utilize said property, including, without limitation, for the expansion of State Road 207 and its appurtenances, and for the purpose of draining, detaining, retaining and conveying stormwater in, over, upon and through Parcels 132 (part) and 133 (part), and for any other purpose that may interfere, obstruct or prevent the County's use and enjoyment of either or both parcels. The Department shall also have the right to access, observe, test, inspect, operate, maintain, construct, improve and repair improvements located on or within, or to be located on or within, Parcels 132 (part) and 133 (part).

TO HAVE AND TO HOLD, the same unto the County.

THIS CONVEYANCE IS SUBJECT TO any unpaid taxes, assessments, liens or encumbrances of any kind whatsoever.

D. 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 and, thereafter, promptly deliver a fully executed and recorded copy of this Agreement to the Department.

7. MODIFICATIONS AND IMPROVMENTS

A. The County shall submit four (4) signed and sealed copies of the construction plans and specifications for any modifications or improvements to the Joint Use Pond to the Department's St. Augustine Maintenance Engineer ("ME") for review and approval. Modifications or improvements to the Joint Use Pond 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 modifications or improvements to the Joint Use Pond are complete. The County's notice shall include a copy of the final as-built plans and an engineering certificate indicating the modifications or improvements to the Joint Use Pond were completed in accordance with the Approved Plans within the boundaries of Parcels 132 (part) and 133 (part). The ME, or designee, will then perform a final inspection of the modifications or improvements.

C. If the Department determines the work was not completed in accordance with the Approved Plans, the Department shall notify the County of such in writing and the County shall have thirty (30) days, 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.

D. 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.

E. If at any time the Department determines the integrity or safety of the Joint Use Pond requires immediate modifications or improvements for the benefit of public health, safety or welfare, the Department may make such modifications or improvements 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.

F. Nothing in this section obligates the Department to make modifications or improvements to the Joint Use Pond.

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. MAINTENANCE

A. From the Effective Date, the County shall perpetually maintain the Joint Use Pond 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 Pond 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 Pond 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 Pond.

10. 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.

11. 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 (paragraph 9).

12. 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).

13. 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, Florida
Attention: Land Management Systems
500 San Sebastian Vw.
St. Augustine, Florida 32084

14. 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

15. GOVERNING LAW

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. SUFFICIENCY OF CONSIDERATION

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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**

WITNESSES:

By: _____

By: _____

Printed Name: Greg Evans

Printed Name: _____

Title: District 2 Secretary

Address: _____

Date: _____

By: _____

Legal Review:

Printed Name: _____

By: _____

Office of the General Counsel
Florida Department of Transportation

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: _____

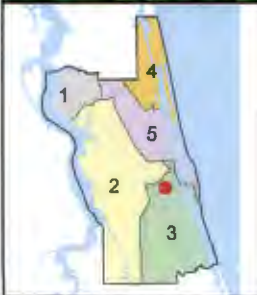
By: _____

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.



2023 Aerial Imagery
Date: 5/30/2024

Donation for public purpose: FDOT to St. Johns County

Storm water pond site to serve Kings Estate Road Corridor Improvements



Land Management Systems
(904) 209-0782

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 herein.