

**RESOLUTION NO. 2024-283**

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A LICENSE AGREEMENT TO ALLOW USE OF A CERTAIN PORTION OF COUNTY-OWNED PROPERTY LOCATED OFF A1A NORTH AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE LICENSE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, St. Johns County (“County”) owns a Wastewater Treatment Plant located off A1A North in Ponte Vedra; and

**WHEREAS**, Sawgrass County Club, Inc. (“Sawgrass”) owns property located adjacent to and south of the Wastewater Treatment Plant; and

**WHEREAS**, Sawgrass inadvertently constructed a fence and asphalt pavement approximately 5 – 10 feet onto the southerly portion of the County-owned property; and

**WHEREAS**, Sawgrass and the County have agreed to enter into a License Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, which includes holding the County harmless from any damages that may occur as a result of the fence and asphalt pavement being located on County property; and

**WHEREAS**, this is a revocable License Agreement and should the County determine a need for the property, the County could reclaim the property by providing 180 day written notice; and

**WHEREAS**, the License Agreement is in the overall best interest of the County for the health, safety and welfare of its citizens.

**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 approve the terms of the License Agreement and authorize the County Administrator, or designee, to execute the agreement on behalf of the County.

3. The Clerk is instructed to record the original License Agreement in the office of the Clerk of the Circuit Court.

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 this 16th day of July, 2024.

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

Rendition Date JUL 16 2024

By: \_\_\_\_\_  
Sarah Arnold, Chair

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

Crystal Smith  
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

Prepared By:  
St. Johns County  
Real Estate Department  
500 San Sebastian View  
St. Augustine, FL 32084

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT**, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as the "County", and **SAWGRASS COUNTY CLUB, INC.** a Florida not-for-profit corporation, whose address is 10034 Golf Club Drive, Ponte Vedra Beach, Florida 32082, hereinafter referred to as the "Licensee".

**WHEREAS**, the Licensee has requested this License Agreement ("License") authorizing use of a certain portion of County-owned property as described on Exhibit "A", and depicted on Exhibit "B" attached hereto incorporated by reference and made a part hereof, hereinafter the "Premises"; and

**WHEREAS**, the License will allow a 5.0 to 10.0 foot encroachment, more or less, of an existing fence and asphalt pavement to be and remain on County-owned property a shown on Exhibit "B"; and

**WHEREAS**, it is in the best interest of the citizens of St. Johns County to temporarily accommodate the encroachment along with reasonable conditions to protect the health, safety, and welfare of the general public; and

**WHEREAS**, it is expressly acknowledged that this is a revocable license agreement; and

**WHEREAS**, in consideration of the respective agreements of the parties herein contained, the County does hereby license, without warranty, to the Licensee, the temporary use of the Premises for the purpose mentioned above.

1. To use above described Premises to keep and maintain the fence and asphalt pavement for an initial term of ten (10) years, commencing on the date first above written. Said term shall be automatically extended for four (4) additional ten (10) year periods, for a total term of up to fifty (50) years, providing that neither party notifies the other in writing of its intent not to accept such extension, at least one hundred and eighty (180) days prior to the end of any said ten (10) year period.

2. Although the Licensee may enter and use the subject Premises for maintenance of the fence and asphalt pavement, the Licensee shall not be in possession of the Premises. The County shall possess and otherwise control all aspects of use of the Premises. The license shall be non-exclusive and Licensee will allow the continuance of any use or access by the general public and the County which have become customary on the Premises. Moreover, Licensee agrees that the County may grant any easement the County deems appropriate during the period

of this license that burdens the same Premises, so long as such easement does not substantially prevent Licensees' intended use of the Premises for more than thirty (30) continuous days.

3. Licensee agrees to release the County from all liability and hold the County harmless from any and all zoning, building, use or other governmental restrictions, which may frustrate the intention of this license.

4. Licensee shall protect, defend, indemnify, and hold the County and its tenants, elected officials, officers, employees, agents, and assigns free and harmless from and against any and all claims, lawsuits, liability, injuries, death, damages, damage, losses, and/or causes of action, including attorney's fees, relating to or arising from the exercise by the Licensee, its contractors, agents, employees, successors, assigns, invitees, or guests of the privileges granted herein, including but not limited to the keeping and maintaining of the fence and asphalt pavement on the Premises. This indemnification shall survive the destruction or termination or expiration of this License.

5. Licensee shall have the right to assign this license, with written consent of the County (which consent shall not be unreasonably denied), provided any assignment shall fully bind Assignee as a successor Licensee.

6. Licensee shall restore the Premises to its original condition upon relocation or destruction of the encroaching structure or termination or expiration of this license, or any renewals, thereof.

7. The Licensee shall make no improvements to the subject Premises, except routine maintenance, or replacement and repair after damages or destruction, without the prior written permission of the County. The Licensee shall make no improvements to, or maintain the property, or rely on the use of the Premises in any way which would make this License irrevocable. The Licensee specifically hereby waives making any argument or claim that this License is irrevocable.

8. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.

9. The County and its agents, servants, and employees shall have and hereby reserve their right and privilege, all reasonable times during the term of this license, to enter said Premises, to examine and inspect the same. The Licensee shall not cause or permit any use of the Premises for other than those uses specifically provided for in this license.

10. The Licensee shall conform to and comply with all laws, orders and regulations of the federal, state, county and municipal governments and all of their departments and bureaus.

11. If the Licensee shall fail to comply with or abide by any of the other provisions or stipulations in this license on its part, and such default continues for sixty (60) days, the County may terminate this license and terminate the Licensee's use of said Premises after being notified by certified mail of Licensee's failure to comply with the terms of this license.

12. The waiver of County of any such breach hereof on the part of the Licensee, or any time or from time to time shall not be deemed, held, or construed as a waiver of any subsequent breach, or imply any further indulgence.

13. Notwithstanding any other provision of this License, the Licensee hereby releases any rights it has in regards to the coupling of this license with an interest, thus hereby allowing the County to cancel and revoke this license on one hundred and eighty (180) days written notice to the Licensee, for any reason whatsoever, without further liability between the parties except as expressly and specifically provided for in this license. The reasons for such cancellation and revocation may include, but are not limited to, expansion of the utility facility, increased public demand for use of the subject property and/or disaster relief use of space. Upon such revocation, Licensee shall remove the fence and asphalt pavement from the Premises within said one hundred and eighty (180) day period at their sole cost and expense.

14. Notwithstanding any other provision of this License, Licensee reserves the right to terminate this license by giving the County one hundred and eighty (180) day notice in writing.

15. The execution of this License Agreement shall not constitute a waiver by either party hereto of any right or claim of right to the subject lands or to use the subject lands.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

***SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***



**IN WITNESS WHEREOF**, the undersigned parties have executed this License Agreement on the day and year first above written.

Signed, sealed and delivered  
In the presence of:

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

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Joy Andrews, County Administrator

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Address **REQUIRED BUSINESS OR PERSONAL**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Address **REQUIRED BUSINESS OR PERSONAL**

**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 Joy Andrews as County Administrator for St. Johns County who is personally known to me.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_  
Deputy Clerk

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**SAWGRASS COUNTY CLUB, INC.**  
a Florida not-for-profit corporation

[Handwritten Signature]  
Witness Signature

By: Stefan Brunt

Henry Grant  
Print Name

Print Name: Stefan Brunt

Title: General Manager/COO

10034 Golf Club Drive  
Witness Address **REQUIRED BUSINESS OR PERSONAL**

[Handwritten Signature]  
Witness Signature

Kaitlynn Sorondo  
Print Name

10034 Golf Club Dr.  
Ponte Vedra Beach, FL 32082  
Witness Address **REQUIRED BUSINESS OR PERSONAL**

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 30<sup>th</sup> day of May, 2024 by  
Stefan Brunt as General Manager/COO for Sawgrass Country Club  
who is personally known to me.

[Handwritten Signature]  
Notary Public  
My Commission Expires: July 14, 2025



## EXHIBIT "A"

It is intended that the Premises, described below, include only that part of the below-described lands upon which there is currently constructed a fence and asphalt near the 220-foot southern boundary line. No additional lands shall be accessed or used by Licensee without written agreement from St. Johns County.

A portion of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the Southerly right of way line of Sawgrass Drive West (Parcel "A") as shown on the plat of Sawgrass Unit One as recorded in Map Book 12 pages 3 through 18 of the public records of said county, with the Easterly right of way line of State Road No. A1A (a 200 foot right of way as now established); thence South 07°09'50" East, along said Easterly right of way line, 344.86 feet to the **POINT OF BEGINNING**; thence continue South 07°09'50" East, along said Easterly right of way line, 732.71 feet; thence North 82°50'10" East, 220.00 feet; thence South 07°09'50" East, 5.00 feet; thence North 82°50'10" East, 8.46 feet; thence North 07°09'50" West, 5.00 feet; thence North 04°51'07" East, 105.51 feet; thence North 11°10'06" East, 120.48 feet; thence North 11°15'13" West, 111.70 feet; thence North 28°23'31" East, 64.71 feet; thence North 01°56'31" East, 72.63 feet; thence North 13°06'54" West, 115.45 feet; thence North 16°44'52" East, 93.08 feet; thence South 84°06'23" West, 138.60 feet; thence North 05°53'37" West, 60.00 feet; thence South 87°08'12" West, 218.62 feet to the POINT OF BEGINNING.

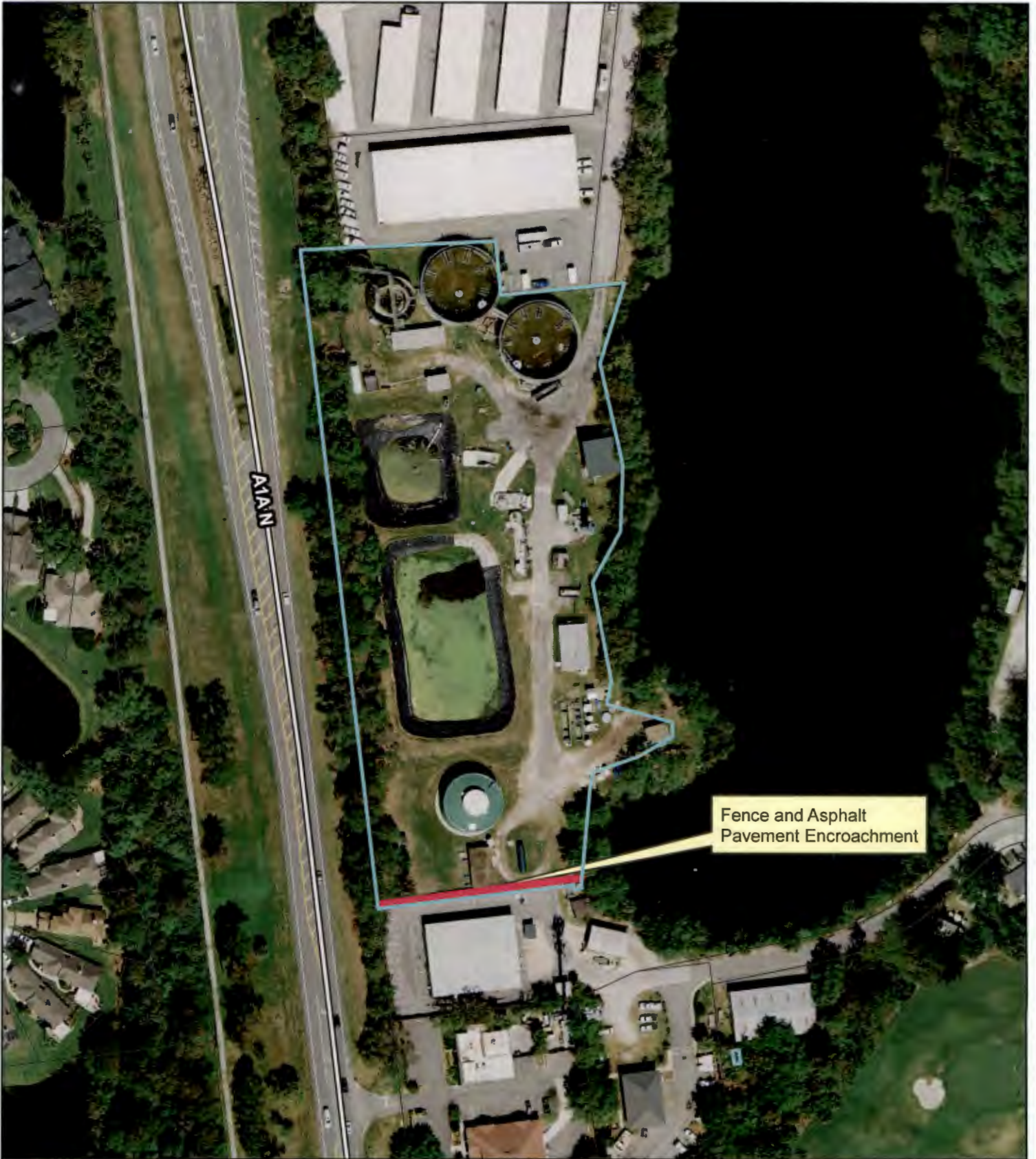
Containing 4.87 acres, more or less.





Fence and Asphalt  
Pavement Encroachment





Fence and Asphalt  
Pavement Encroachment



2023 Aerial Imagery

Date: 5/30/2024

Fence Encroachment  
10052 Sawgrass Drive West



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.