

**RESOLUTION NO. 2024-335**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING GRANT OF EASEMENTS FROM CERTAIN PROPERTY OWNERS TO ST. JOHNS COUNTY WITHIN THE GUANA BASIN.**

**RECITALS**

**WHEREAS**, the County, in connection with its assistance in providing stormwater drainage to the Guana Basin area, intends to do drainage improvements within the basin; and

**WHEREAS**, certain property owners have executed and presented to the County Grant of Easements, attached hereto as Exhibits “A”, “B” and “C”, incorporated by reference and made a part hereof, to allow for the improvements to be done; and

**WHEREAS**, two Grant of Easements were previously recorded and are included herein for acceptance by the Board, attached hereto as Exhibit “D”, incorporated by reference and made a part hereof; and

**WHEREAS**, it is in the best interest of the County to accept the Grant of Easements 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:

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 above described Grant of Easements are hereby accepted by the Board of County Commissioners.

Section 3. The Clerk is instructed to record the original Grant of Easements attached as Exhibits “A”, “B” and “C” in the public records of St. Johns County, Florida.

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.



Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** made and entered into as of this 11 day of May, 2023, by and between **SAWGRASS ASSOCIATION, INC.**, a Florida corporation not-for-profit, whose address is 240 Canal Boulevard, Suite 2, Ponte Vedra Beach, Florida 32082-3727, hereinafter referred to as the "Grantor", and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as the "Grantee".

**Recitals**

**WHEREAS**, Grantor is this owner of certain property located with the Guana Basin in St. Johns County, Florida, as described on Exhibit "A" and shown on Exhibit "B", attached hereto incorporated by reference and made a part hereof, hereinafter referred to as "Easement Parcels"; and

**WHEREAS**, Grantee, in connection with its assistance in providing stormwater drainage to the Guana Basin area has from time to time removed vegetation that could adversely affect the flow of water within the basin; and

**WHEREAS**, Grantee has requested for the benefit of the public, and Grantor has agreed for the benefit of Grantor's property and surrounding community, to grant Grantee a non-exclusive perpetual easement which would permit Grantee access to and use of the Easement Parcels for the purposes mentioned above.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants, bargains, sells, assigns and conveys to the Grantee, its successors, designees and assigns forever, a nonexclusive perpetual easement and right over, in and upon the Easement Parcels for the purpose of removal of vegetation and to do all things to and on said Easement Parcels that are consistent with and useful or convenient for the achievement of Grantee's purposes, together with all rights, privileges and appurtenances in and to said Easement Parcels which may be required for the enjoyment of the rights hereby granted.

2. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcels and the activities permitted by this Easement.

3. The easement herein granted is nonexclusive and Grantee hold in common with Grantor. Grantee shall use and occupy the easement in accordance with the uses and purposes permitted hereby. Grantor reserves the right to use the Easement Parcels for any purpose not inconsistent with the grant of easement set forth herein.

4. The Grantee agrees to notify Grantor at least ten (10) days prior to each exercise of its rights hereunder and shall work only during times acceptable to Grantor.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Sawgrass Association, Inc., a Florida corporation not-for-profit

*Lee Ann Chen* (LAC)  
~~Laura Dobbs~~

By: *[Signature]*  
Its: PRESIDENT.

Print Name LeeAnn Chen  
240 Canal Boulevard, Suite 2  
Ponte Vedra Beach, FL 32082-3727

~~[Signature]~~  
Print Name Hudson Williams  
240 Canal Boulevard, Suite 2  
Ponte Vedra Beach, FL 32082-3727

STATE OF FLORIDA  
COUNTY OF ST. JOHN S

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of MAY, 2023, by Laura Dobbs as PRESIDENT for Sawgrass Association, Inc., a Florida corporation not-for-profit.

*Joyce Keady*  
Notary Public  
My Commission Expires: 3/21/27

Personally Known or Produced Identification JA # M2015-2156909-0  
Type of Identification Produced



Exhibit "A"

All that portion of the Guana Channel (Basin) located within Section 34, Township 3 South, Range 29 East and Sections 2 and 3, Township 4 South, Range 29 East, St. Johns County, Florida.

Exhibit "B" to Resolution

Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** made and entered into as of this 18<sup>th</sup> day of May, 2023, by and between **SAWGRASS COUNTRY 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 "Grantor", and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as the "Grantee".

**Recitals**

**WHEREAS**, Grantor is this owner of certain property located with the Guana Basin in St. Johns County, Florida, as described on Exhibit "A", attached hereto incorporated by reference and made a part hereof, hereinafter referred to as "Easement Parcels"; and

**WHEREAS**, Grantee, in connection with its assistance in providing stormwater drainage to the Guana Basin area has from time to time removed vegetation that could adversely affect the flow of water within the basin; and

**WHEREAS**, Grantee has requested for the benefit of the public, and Grantor has agreed for the benefit of Grantor's property and surrounding community, to grant Grantee a non-exclusive perpetual easement which would permit Grantee access to and use of the Easement Parcels for the purposes mentioned above.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants, bargains, sells, assigns and conveys to the Grantee, its successors, designees and assigns forever, a nonexclusive perpetual easement and right over, in and upon the Easement Parcels for the purpose of removal of vegetation and to do all things to and on said Easement Parcels that are consistent with and useful or convenient for the achievement of Grantee's purposes, together with all rights, privileges and appurtenances in and to said Easement Parcels which may be required for the enjoyment of the rights hereby granted.

2. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcels and the activities permitted by this Easement.

3. The easement herein granted is nonexclusive and Grantee hold in common with Grantor. Grantee shall use and occupy the easement in accordance with the uses and purposes permitted hereby. Grantor reserves the right to use the Easement Parcels for any purpose not inconsistent with the grant of easement set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

Signed, sealed and delivered  
in our presence:

Sawgrass Country Club, Inc., a Florida  
not-for-profit corporation

*C.W. Cook*

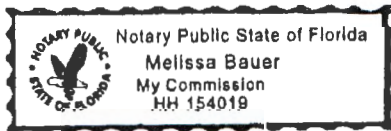
Print Name C.W. COOK  
10034 Golf Club Drive  
Ponte Vedra Beach, FL 32082

*Stephanie Philo*  
Print Name Stephanie Philo  
10034 Golf Club Drive  
Ponte Vedra Beach, FL 32082

STATE OF FLORIDA  
COUNTY OF St. Johns

By: *[Signature]*  
Its: President  
Daniel J. Carey

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18<sup>th</sup> day of May, 2022, by Daniel J. Carey as President for Sawgrass Country Club, Inc., a Florida not-for-profit corporation.



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

Personally Known or Produced Identification  
Type of Identification Produced

Exhibit "A"

All that portion of the Guana Channel (Basin) located within Sections 34 and 35, Township 3 South, Range 29 East, St. Johns County, Florida.



Exhibit "C" to Resolution

Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** made and entered into as of this 24<sup>th</sup> day of April, 2024, by and between **BRIAN C. MOULDER** and **STEPHANIE L. MOULDER**, husband and wife, whose address is 144 South Bend Drive, Ponte Vedra Beach, Florida 32082, hereinafter referred to as the "Grantor", and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as the "Grantee".

**Recitals**

**WHEREAS**, Grantor is this owner of certain property located within the Guana Basin in St. Johns County, Florida, as described on Exhibit "A", attached hereto incorporated by reference and made a part hereof, hereinafter referred to as "Easement Parcel"; and

**WHEREAS**, Grantee, in connection with its assistance in providing stormwater drainage to the Guana Basin area has from time to time removed vegetation that could adversely affect the flow of water within the basin; and

**WHEREAS**, Grantee has requested for the benefit of the public, and Grantor has agreed for the benefit of Grantor's property and surrounding community, to grant Grantee a non-exclusive perpetual easement which would permit Grantee access to and use of the Easement Parcel for the purposes mentioned above.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants, bargains, sells, assigns and conveys to the Grantee, its successors, designees and assigns forever, a nonexclusive perpetual easement and right over, in and upon the Easement Parcels for the purpose of removal of vegetation and to do all things to and on said Easement Parcels that are consistent with and useful or convenient for the achievement of Grantee's purposes, together with all rights, privileges and appurtenances in and to said Easement Parcels which may be required for the enjoyment of the rights hereby granted.

Exhibit "A"

All that portion of the Guana Channel (Basin) located within Section 45, Township 4 South, Range 29 East, St. Johns County, Florida. Said land being part of the land described in deed recorded in Official Records Book 5453, page 1584, of the public records of said County. Said land also being those lands not included as part of the Grant of Conservation Easement recorded in Official Records Book 4336, Page 9621 of said public records.


2. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcels and the activities permitted by this Easement.


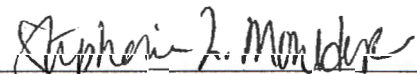
3. The easement herein granted is nonexclusive and Grantee hold in common with Grantor. Grantee shall use and occupy the easement in accordance with the uses and purposes permitted hereby. Grantor reserves the right to use the Easement Parcels for any purpose not inconsistent with the grant of easement set forth herein.


IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

Signed, sealed and delivered  
in our presence:

Grantor:

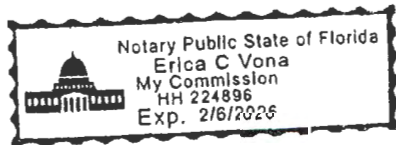
Witness:   
Print Name Erica C. Vona  
Address 830-13 AIA N.  
Ponte Vedra, FL 32082


  
Brian C. Moulder  
  
Stephanie L. Moulder

Witness:   
Print Name Mercedes Moulton  
Address 830-13 AIA N.  
Ponte Vedra, FL 32082

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of April, 2024, by Brian C. Moulder and Stephanie L. Moulder.



  
Notary Public Erica C. Vona  
My Commission Expires: 02/06/2026

Personally Known or Produced Identification  
Type of Identification Produced FDL

Exhibit "D" to Resolution

Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** made and entered into as of this 5<sup>th</sup> day of August, 2019, by and between **NORTH FLORIDA LAND TRUST** a Florida not-for-profit corporation, whose address is 843 West Monroe Street, Jacksonville, Florida 32202, hereinafter referred to as the "Grantor", and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as the "Grantee".

**Recitals**

**WHEREAS**, Grantor is this owner of certain property located within the Guana Basin in St. Johns County, Florida, as described on Exhibit "A", attached hereto incorporated by reference and made a part hereof, hereinafter referred to as "Easement Parcels"; and

**WHEREAS**, Grantee, in connection with its assistance in providing stormwater drainage to the Guana Basin area has from time to time removed vegetation that could adversely affect the flow of water within the basin; and

**WHEREAS**, Grantee has requested for the benefit of the public, and Grantor has agreed for the benefit of Grantor's property and surrounding community, to grant Grantee a non-exclusive perpetual easement which would permit Grantee access to and use of the Easement Parcels for the purposes mentioned above.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants, bargains, sells, assigns and conveys to the Grantee, its successors, designees and assigns forever, a nonexclusive perpetual easement and right over, in and upon the Easement Parcels for the purpose of the removal of vegetation which have been approved by the Grantor by a written "Notice of Intended Activities" provided by the Grantee, which documents and explains those management activities intended by Grantee. Such a Notice will be provided at least forty-five (45) days prior to any intended activities by the Grantee. Grantee's Notice of Intended Activities may include multiple activities over an extended period of years, or multiple notices over time however, the Grantor retains the sole and exclusive right to deny, reject, or revise any such Notice so long as it is within thirty-days of being provided



the Notice by the Grantee. If Grantor fails to acknowledge or reply to such a notice within thirty (30) days of its provision to the Grantor, then the Notice of Intended Activities is assumed to be accepted as equally as if were approved by the Grantor.

2. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcels and the activities permitted by this Easement. Grantee shall ensure that any employees, representatives, agents, or contractors working with the application of any herbicides, pesticides, nutrients or other chemicals on the Subject Property shall be appropriately certified in the use of those chemicals, shall use those chemicals in keeping with best management practices and instructions in the context of the local environment, and that they be used in a manner least destructive of total ecology and environment on the Subject Property.

3. The easement herein granted is nonexclusive and Grantee hold in common with Grantor. Grantee shall use and occupy the easement in accordance with the uses and purposes permitted hereby. Grantor reserves the right to use the Easement Parcels for any purpose not inconsistent with the grant of easement set forth herein.

4. To the extent permissible by law, the Grantee shall hold the Grantor harmless, indemnify and defend the Grantor and its members, directors, officers, employees, agents, and contractors, and the heirs, personal representatives, successors and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands and/or judgements without limitation, arising from and in any way connected to Grantees access and use of the property, including but not limited to the injury or death of any person, and/or physical damage to the property, resulting from any negligent or willful act, or omission by the Grantor related to the Property or incurring on it. Nothing contained herein shall be deemed or construed as a waiver of, or modification to, Grantee's limits of liability provided in section 768.28, Florida Statutes, as amended.

5. Insurance. Grantee is self-insured, and shall maintain coverage for its employees, agents, representatives and contractors intended to adequately cover and insure the Intended Activities as defined in the above referenced Notice of Intended Activities. Grantee and their employees, agents, representatives and contractors must maintain coverage in an amount no less than \$1 million dollars, and ensure that such coverage is applicable to the Intended Activities. Upon notice, Grantor may require coverage as an additionally insured entity. .

6. Termination. This easement may be terminated by mutual consent of the parties hereto, which must be in writing . If the Grantee has taken any actions on the Subject Property, which is in excess of those activities permitted in an approved Notice of Intended Activities, as determined by the Grantor in their sole discretion, or otherwise violated any term of this easement, Grantor may terminate this easement immediately by written notice to the Grantee. If the Grantor has provided such a notice of termination, as provided in Paragraph 8 below to the Grantee, Grantee has thirty (30) days to respond in rebuttal or with a plan to correct whatever recognized violations of the Notice of Intended Activities have occurred, which may be accepted or denied by the Grantor. in their sole discretion. If Grantee does not respond within thirty (30) days of receipt of Grantee's response to the notice of termination accepting Grantee's response, then the easement shall be considered immediately terminated.

7. Condemnation. Grantee has gained this easement for the purpose of maintaining stormwater flows for the benefit of the general public, and not for the Grantee's general economic benefit. With respects to any proposed extinguishment, termination or condemnation action in whole or in part, Grantee agrees that Grantor is due the full proceeds from that action of condemnation, termination or extinguishment.

8. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

9. Recordation. Grantee shall record this instrument and any amendments in timely fashion in the official records of St. Johns County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

North Florida Land Trust, Inc., a Florida not-for-profit corporation

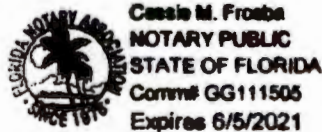
Elizabeth Gutmanic  
Print Name Elizabeth Gutmanic

By: [Signature]  
Its: [Signature]

Rebecca Perry  
Print Name Rebecca Perry

STATE OF FLORIDA  
COUNTY OF DAVAL

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2019, by Jim McCarthy as President of North Florida Land Trust, Inc., a Florida not-for-profit corporation, on behalf of the corporation. Who is personally known to me or has produced known to me as identification.



[Signature]  
Notary Public  
My Commission Expires: 6-5-21

Exhibit "A"

All that portion of the Guana Channel (Basin) located within Government Lot 1, Section 14 and Section 45, Township 4 South, Range 29 East, St. Johns County, Florida. Said land being part of the land described in deeds recorded in Official Records Book 2350, page 266, Official Records Book 2926, page 1467 and Official Records Book 4662, page 384, all of said public records.

COPY

Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made and entered into as of this 2 day of July, 2019, by and between SAWGRASS ASSOCIATION, INC., a Florida corporation not-for-profit, whose address is 240 Canal Boulevard, Suite 2, Ponte Vedra Beach, Florida 32082-3727, hereinafter referred to as the "Grantor", and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as the "Grantee".

### Recitals

WHEREAS, Grantor is this owner of certain property located with the Guana Basin in St. Johns County, Florida, as described on Exhibit "A", attached hereto incorporated by reference and made a part hereof, hereinafter referred to as "Easement Parcels"; and

WHEREAS, Grantee, in connection with its assistance in providing stormwater drainage to the Guana Basin area has from time to time removed vegetation that could adversely affect the flow of water within the basin; and

WHEREAS, Grantee has requested for the benefit of the public, and Grantor has agreed for the benefit of Grantor's property and surrounding community, to grant Grantee a non-exclusive perpetual easement which would permit Grantee access to and use of the Easement Parcels for the purposes mentioned above.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants, bargains, sells, assigns and conveys to the Grantee, its successors, designees and assigns forever, a nonexclusive perpetual easement and right over, in and upon the Easement Parcels for the purpose of removal of vegetation and to do all things to and on said Easement Parcels that are consistent with and useful or convenient for the achievement of Grantee's purposes, together with all rights, privileges and appurtenances in and to said Easement Parcels which may be required for the enjoyment of the rights hereby granted.



2. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcels and the activities permitted by this Easement.

3. The easement herein granted is nonexclusive and Grantee hold in common with Grantor. Grantee shall use and occupy the easement in accordance with the uses and purposes permitted hereby. Grantor reserves the right to use the Easement Parcels for any purpose not inconsistent with the grant of easement set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

Signed, sealed and delivered  
in our presence:

Sawgrass Association, Inc., a Florida  
corporation not-for-profit

[Signature]  
Print Name Diana Ferguson

By: [Signature]  
Its: PRESIDENT

[Signature]  
Print Name Melissa Gebel

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 2 day of July, 2019, by David Steinhoff as President of Sawgrass Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. Who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My Commission Expires: 09/15/2022



Exhibit "A"

All that portion of the Guana Channel (Basin) located within Government Lots 2, 3 and 5 of Section 11 and Section 45, Township 4 South, Range 29 East, St. Johns County, Florida. Said land being part of the land described in deed recorded in Official Records Book 920, page 849, of the public records of said County.

COPY



