

**RESOLUTION NO. 2024-40**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN EASEMENT AGREEMENT AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, East Street in Hastings is a County maintained road up to its intersection with Walker Road; and

**WHEREAS**, St. Johns County (“County”) owns the property that lies west of East Street and north of the County maintained portion; and

**WHEREAS**, Bernard Borbely (“Borbely”) owns property east of and adjacent to the County property that has no means of access beyond East Street; and

**WHEREAS**, Borbely has requested an easement by way of necessity from the County for ingress and egress to his property; and

**WHEREAS**, the County has the authority to grant such easements when it is found that is necessary for the protection of the public; and

**WHEREAS**, the Easement Agreement attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, gives Borbely ingress and egress to his property subject to the terms and conditions of the easement.

**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 into the body of this Resolution and such Recitals are adopted as findings of fact.

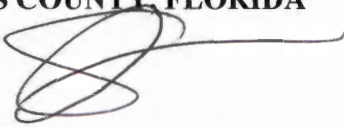
Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Easement Agreement and authorizes the Chair to execute the Easement Agreement on behalf of the County.

Section 3. The Clerk is instructed to record the original Easement Agreement in the public records of St. Johns County, Florida.

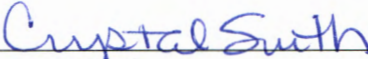
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 6th day of February, 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:   
\_\_\_\_\_  
Deputy Clerk

Rendition Date: FEB 07 2024



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

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into as of 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 "Grantor", and **BERNARD BORBELY** whose address is 5604 Pelican Way, St. Augustine, Florida 32080, hereinafter referred to as the "Grantee".

**Recitals**

**WHEREAS**, Grantor owns property located in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached hereto (the "Easement Parcel"); and

**WHEREAS**, Grantee owns property located in St. Johns County, Florida, more particularly described on **Exhibit "B"** attached hereto (the "Benefitted Property"), adjacent to Grantor's property, and has requested an easement across a portion of Grantor's property; and

**WHEREAS**, the purpose of this Easement Agreement is to grant to the Benefitted Property a limited easement for ingress and egress per the requirements St. Johns County Land Development Code and other applicable federal, state, and local regulations over the Easement Parcel; and

**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. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement**. Grantor hereby grants, bargains, sells, assigns and conveys to the Grantee, its successors, designees and assigns forever, a nonexclusive perpetual easement for the purpose of using the Easement Parcel for ingress and egress on, over, and under said Easement Parcel for the Benefitted Property 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 Parcel which may be required for the enjoyment of the rights hereby granted.

3. **Limitations of Easement.** The Grant of Easement is subject to the following limitations:
  - a. This Easement is granted to allow ingress and egress to the Benefitted Property.
  - b. This Easement may only be used for residential, agricultural or silvicultural uses on the Benefitted Property.
  - c. Improvements, repair, maintenance, installation, or construction in the Easement shall conform to all applicable federal, state, and local regulations, including the St. Johns County Land Development Code for construction standards for Easements.
  - d. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcel and the activities permitted by this Easement.
  
4. **Reservation from Grant.** Grantor hereby reserves from the Grant of Easement the following rights:
  - a. Continued Use: The rights to use the Easement Property for all purposes which do not interfere with the easement granted herein.
  - b. Additional Easements: The right to grant additional easements upon, over and within the Easement Parcel which do not interfere with the easement granted herein.
  
5. **Maintenance of the Easement Property.** At such time as Grantee and/or their respective heirs, successors and assigns begin to utilize the Easement Parcel, Grantee shall solely maintain the Easement Property and all improvements installed therein in good condition and repair and in accordance with all applicable laws, rules, and regulations, and be responsible for one hundred percent (100%) of all reasonable and necessary costs incurred, from time to time, in performing such maintenance, repair and/or replacement.
  
6. **Indemnification.** Grantee, their successors or assigns, shall indemnify, defend, and hold Grantor, its successors and assigns, harmless from and against any and all claims, losses, costs, or damages, including without limitation, reasonable attorney's fees and costs, occasioned by any act, omission to act, or negligence of the Grantee, their agents and employees arising out of, connected with, related with, or growing out of (directly or indirectly) the use, construction, installation, operation, repair, or maintenance of the Easement Parcel or any improvement(s) located thereon.
  
7. **Time is of the Essence; Notice.** Time is of the essence of this Agreement. Any notice necessary under this Agreement must be in writing and shall be given by United States Certified Mail, hand delivery, Federal Express or other equivalent service, or facsimile transmission. Such notice shall be deemed to have been given and received three (3) days after a certified letter containing such notice, properly addressed, with postage pre-paid, is deposited in the United States Mail, or if hand delivered, delivered by Federal Express or other equivalent service or by facsimile transmission, when actually received. Such notices shall be given to the parties at the addresses set forth below:

GRANTEE: Bernard Borbely  
5604 Pelican Way  
St. Augustine, Florida 32080

GRANTOR: St. Johns County  
c/o Land Management Department  
500 San Sebastian View  
St. Augustine, Florida 32084

8. **Liens.** Grantee agrees that it will not suffer or permit any mechanics' lien, equitable lien, or any other lien or encumbrance of any kind to be filed or otherwise asserted against the Easement Parcel, and will cause any such lien to be released or bonded within thirty (30) days of the date of filing same, time being of the essence.
9. **Entire Agreement.** No prior or present agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.
10. **Covenant Running with the Land.** The Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.
11. **Severability.** Should any one or more for the provision of this Agreement be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto, provided the essential terms for each party remain valid, binding and enforceable.
12. **Section Headings.** The Section Headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.
13. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue shall be in St. Johns County, Florida.
14. **Attorney Fees.** If any legal or equitable action is brought for the enforcement or interpretation of this Easement, each party shall be responsible for its own attorney's fees and costs at all levels of the proceedings.

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

GRANTOR

**ST. JOHNS COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

Sarah Arnold, Chair

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

Clerk (or Deputy Clerk)

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 Sarah Arnold, Chair of the Board of County Commissioners.

\_\_\_\_\_

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

Personally Known or Produced Identification  
Type of Identification Produced

GRANTEE

Signed, sealed and delivered

Signed, sealed and delivered  
in our presence:

GRANTEE

*Jennifer Butler*  
~~BERNARD BORBELY~~

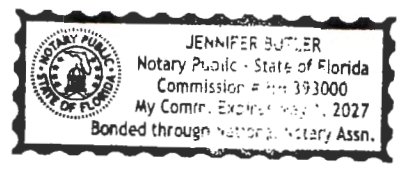
*Bernard Borbely*  
Bernard Borbely

Print Name Jennifer Butler  
1217 Fort Peyton Dr.  
St. Augustine, FL 32086

*Heather K. Guertin*  
Print Name Heather Guertin  
10315 Flikkeman Avenue  
Hastings, FL 32145

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 7 day of December, 2024, by Bernard Borbely.



*Jennifer Butler*  
Notary Public  
My Commission Expires: May 1, 2027

Personally Known or Produced Identification  
Type of Identification Produced

**Exhibit "A"**

(The "Easement Parcel")

The East Thirty (30) feet of the Southwest Quarter of the Southwest Quarter (SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) of Section of Section 8, Township 9 South, Range 28, St. Johns County Florida, lying North of the North right-of-way line of East Street as established in Maintenance Map recorded in County Road Plat Book 1, page 71, of said public records.



**Exhibit "B"**

(The "Benefitted Property")

Lot 2, G. W. Waller's Subdivision, as recorded in Map Book 3, page 18, of the public records of St. Johns County, Florida.

And

Lots 2 through 32, inclusive, of the Plat of Subdivision of Lot 1 of G. W. Waller's Subdivision, as recorded in Map Book 3, page 37, of the public records of St. Johns County, Florida.



2023 Aerial Imagery  
Date: 1/16/2024

### East Street Easement Agreement



Land Management  
Systems  
(904) 209-0790

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.