

RESOLUTION NO. 2025-314

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN ST. JOHNS COUNTY AND JOHN E. JOHNSON AND KRISTEN ADAMS, AND ANDREWS SITE PREP INCORPORATED IN CASE NO. CA19-0584, IN THE CIRCUIT COURT IN AND FOR ST. JOHNS COUNTY, FLORIDA; RECOGNIZING AND APPROPRIATING \$32,512 AS UNANTICIPATED REVENUE AMENDING THE FISCAL YEAR 2025 BUDGET.

WHEREAS, St. Johns County ("County") is currently engaged in litigation with John Johnson and Kristen Adams ("Property Owners") and Andrewes Site Prep Incorporated ("Andrews") in Case No. CA19-0584 in St. Johns County Circuit Court concerning interference with certain County drainage easements and drainage system and violations of County Ordinances; and

WHEREAS, in order to avoid the expense, delay, and uncertainty of further litigation while protecting the public health, safety, and welfare, the parties desire to resolve all claims and to formally memorialize the terms of the settlement in the attached Settlement Agreement attached incorporated herein by reference; and

WHEREAS, the receipt of funds the County is to receive under the Settlement Agreement was not anticipated when preparing the Fiscal Year 2025 St. Johns County Annual Budget.

WHEREAS, the County has reviewed the Settlement Agreement and determined that approval Settlement Agreement, and the terms, conditions, provisions, and requirements thereof, is in the best interest of the County.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of St. Johns County, Florida as follows:

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approve and authorize the County Administrator to execute the Settlement Agreement in substantially the same form as attached hereto.

Section 3. The Board of County Commissioners hereby recognizes unanticipated revenue in the amount of \$32,512.28.

Section 4. To the extent that there are scrivener, typographical, 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 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 20 day of September 2025.

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

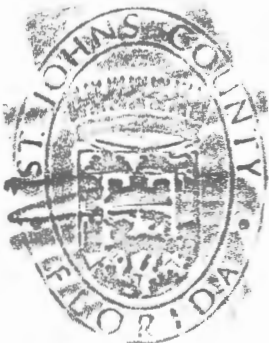
Rendition Date SEP 02 2025

By: _____


Krista Joseph, Chair

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

By: Crystal Smith
Deputy Clerk



SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between ST. JOHNS COUNTY, a political subdivision of the state of Florida (“County”), located at 500 San Sebastian View, St. Augustine, Florida 32084, and JOHN E. JOHNSON and KRISTEN ADAMS (also known as Kristen Johnson), collectively, “the Johnsons,” residing at 1871 Hawkecrest Drive, Saint Johns, Florida 32259 and ANDREWS SITE PREP INCORPORATED, with its principal address at 8230 SW SR 121, Lake Butler, FL 32054 (“Andrews”).

RECITALS

WHEREAS, the Johnsons own, as tenants in the entireties, the real property located at 1871 Hawkecrest Drive, Saint Johns, Florida, legally described as Lot 1, Cunningham Creek-Two, according to the map or plat thereof, as recorded in Map Book 17, Page 63 and 64, of the Public Records of St. Johns County, Florida, Parcel Identification Number 010532-0010 (“Property”); and

WHEREAS, a 20-foot-wide easement along the western boundary of the Property (“Platted Easement”) was dedicated to and accepted by the County as part of the Cunningham Creek-Two subdivision plat, recorded on or about July 3, 1984, at Map Book 17, Pages 63-64, in the public records of St. Johns County, Florida; and

WHEREAS, on or about December 27, 1994, a previous owner conveyed to the County, its successors and assigns forever, a non-exclusive perpetual easement over additional portions of the Property, recorded in the official records of St. Johns County, Florida, on or about February 6, 1995, at Book 1094, Page 506 (“Granted Easement”), the purpose of which included “to construct, install, operate, and maintain, repair and improve a drainage system under and/or through” the portions of the Property described in the easement; and

WHEREAS, the County subsequently constructed and installed drainage features within the Granted Easement and Platted Easement, including a drainage ditch and pipe system and a shallow, grassed pond within the rear of the Property all of which are depicted on the as-built survey attached as **Exhibit A**, which is incorporated by reference and made a part hereof (“Drainage System”); and

WHEREAS, in or around August 2017, the Johnsons hired Andrews who, the Johnsons allege placed fill dirt and made modifications to the Drainage System without obtaining the required County permit; and

WHEREAS, on or about May 6, 2019, the County filed a two-count complaint (Case No. CA19-0584) against the Johnsons for interference with easements and violation of County Ordinances; and

WHEREAS, the Johnsons denied liability, asserted certain affirmative defenses, and filed a counterclaim seeking declaratory judgment and alleging breach of contract, takings/inverse condemnation, and trespass and impleaded Andrews alleging negligence and other actions; and

WHEREAS, to avoid further litigation costs and to resolve disputes, all partes agree to restore the Drainage System to its as-built condition, define future responsibilities, and mutually release all claims.

NOW THEREFORE, in consideration of the of the following terms, the County, the Johnsons and Andrews, do hereby agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein as part of this Agreement for all purposes.

2. The Johnsons' Obligations

2.1 Payment of Damages and Dismissal

- a. The Johnsons shall pay, or have paid to the County \$32,512.28 in damages within 20 days of all parties executing this Agreement.
- b. Failure to make payment shall constitute a material breach, allowing the County to enforce collection, including through liens or legal action.
- b. Within 15 days of receipt of the payments set forth in paragraph 4 below, the Johnsons shall file a Notice of Voluntary Dismissal as to the County and Andrews.

2.2 Removal of Structures

- a. Removal of Fence and Shed. At least one day prior to the commencement of restoration activities, the Johnsons shall remove the fence and small shed on the east side of the Property at the end of the driveway to provide access for personnel, vehicles and equipment to the Drainage System location.
- b. The Johnsons failure to remove the fence and shed on time shall not delay County work and the County may remove them at the Johnsons' expense.

2.3 Driveway Waiver

The Johnsons waive any claims against the County and Andrews for damage to their driveway due to restoration activities.

2.4 Commencement and Access

- a. The Johnsons agree that the County may commence the restoration of the Drainage System on or after September 3rd, 2025.

- b. The Johnsons shall allow County personnel, contractors, and assigns access to the Property for the purposes of restoration of the Drainage System, to include surveying, earthwork, pipe installation, and other activities necessary to restore the Drainage System to the as-built condition.

2.5 Acknowledgment of Easements and Future Compliance

- a. The Johnsons acknowledge and accept the existence and validity of the Platted Easement and Granted Easement which include a right of access to and over the Property for the purposes stated therein.
- b. The Johnsons agree not to interfere with the Drainage System and shall not make any modifications to the Drainage System without prior written approval from the County.

3. The County's Obligations.

3.1 Drainage System Restoration

- a. Within 15 days of receipt of the payment set forth in paragraph 2.1 a. above, the County shall file a Notice of Voluntary Dismissal.
- b. The County shall restore the Drainage System to the as-built condition, as depicted in Exhibit A, and will provide the Johnsons with a new as-built reflecting the changes signed by a licensed engineer.
- c. The County shall commence the work on or after September 3rd, 2025, (the County start date) and shall complete the restoration activities within 30 days of the County start date.
- d. The County shall only perform work between the hours of 6am to 6pm.
- e. The County agrees to not block driveway access during the period of restoration, driveway access should be limited to travel over and not used for storage of any equipment or materials such that it would block access. The county may use the rear yard or the street for storage of the equipment and materials during the project.

4. Andrews Site Prep Incorporated's Obligations

4.1 Monetary Settlement

- a. Within 20 days of all parties executing this Agreement, Federated Mutual Insurance Company on behalf of Andrews Site Prep Incorporated shall deliver \$32,512.28 to the County, on behalf of the Johnsons.
- b. Within 20 days of all parties executing this Agreement, Federated Mutual Insurance Company on behalf of Andrews Site Prep Incorporated shall deliver \$22,487.72 to the Johnsons as directed by their counsel.

5. Mutual Release and Settlement. The County, its successors and assigns, releases and discharges the Johnsons and Andrews of and from any and all claims, lawsuits, liability, damages, costs, expenses, and fees, including attorneys' fees, of every kind and nature, whether known or unknown, which the County has, may have, or at any time heretofore had, related to or by reason of the damage or destruction of the Drainage System.

The Johnsons, their successors and assigns, release and discharge the County of and from any and all claims, lawsuits, liability, damages, costs, expenses, and fees, including attorneys' fees, of every kind and nature, whether known or unknown, which the Johnsons have, may have, or at any time heretofore had, related to or by reason of the County's use of the Property or the drainage, intrusion, entry, or presence of stormwater or surface water on, along, over, through, across, or under the Property, including but not limited to any property damage to any house or other improvement on the Property. Furthermore, the Johnsons, their successors and assigns, release and discharge Andrews Site Prep Incorporated of and from any and all claims, lawsuits, liabilities, damages, costs, expenses, and fees, including attorneys' fees, of every kind and nature, whether known or unknown, which the Johnsons have, may have, or at anytime heretofore had, by reason of Andrews Site Prep Incorporated's alleged actions on the subject Property.

Andrews Site Prep Incorporated, their successors and assigns, agree to release and discharge the Johnsons from any and all claims, lawsuits, liability, damages, costs, expenses, and fees, including attorneys' fees, of every kind and nature, whether known or unknown which Andrews Site Prep Incorporated may have, or at anytime heretofore had, related to or by reason of work requested by the Johnsons.

6. The Johnsons agree to indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, damages, losses, liabilities, costs, and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from restoration work to the Drainage System, including any claims of personal injury, property damage, or loss of use, except to the extent caused by the negligence or willful misconduct of the County. Nothing contained in this section is intended to nor shall be construed to operate as a waiver on the part of the County of the limitations of liability set forth in section 768.28, Florida Statutes, or of the County's sovereign immunity. The Johnsons further agree to indemnify, defend, and hold harmless Andrews, its officers, agents, and employees, from and against any and all claims, damages, losses, liabilities, costs, and expenses, including but not limited to attorney's fees

and court costs, arising out of or resulting from restoration work to the Drainage System, including any claims of personal injury, property damage, or loss of use.

7. Right of Inspection. The County retains the right to enter and inspect the easement areas at any time, without prior notice, to ensure compliance and perform necessary maintenance.

8. Relationship of the Parties. The parties agree that this Agreement does not and shall not be construed as or constitute an agency, partnership, joint venture, or other fiduciary or confidential relationship between the County and the Johnsons.

9. Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent occasion. No waiver of any portion of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

10. Compliance with all Local, State, and Federal Rules, Regulations, and Laws. Both parties shall abide by and comply with all applicable local, state, and federal laws, rules, regulations, orders, and policies in performance of this Agreement. To the extent that any party must obtain any permit, license, or approval to perform its obligations under this Agreement, that party shall be responsible for obtaining such permit, license, or approval at its own expense.

11. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida without respect to choice of law principles. Venue for any administrative and/or legal action arising under this Agreement shall lie exclusively in St. Johns County, Florida.

12. Severability. If any part of this Agreement is declared illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such part shall be severable, and the remainder of this Agreement shall remain in effect.

13. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, either oral or written, among the parties hereto relating to the subject matter of this Agreement except those fully expressed herein, and each party agrees that, in entering into this Agreement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

14. No Assignment. Neither party may assign their rights under this Agreement without written consent from the other party.

15. Enforcement and Injunctive Relief. The County may seek injunctive relief or other legal remedies if the Johnsons violate this Agreement. The County shall not be liable for any delays in enforcement caused by legal proceedings.
16. Negotiated Agreement. This Agreement was negotiated and prepared by both parties with each party having had the opportunity to consult with counsel and advisers of their own choosing. The parties have agreed to the text of this Agreement, and none of the provisions hereof shall be construed against either party on the ground that such party is the author of this Agreement or any part thereof.
17. Section Headings. 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.
18. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile, and each counterpart shall be deemed an original and all of which together will constitute one and the same instrument.
19. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
20. Authority to Execute. Each party to this Agreement covenants to the other party that it has the lawful authority to enter into this Agreement and that it has authorized the execution of this Agreement by the representative noted below.
21. Effective Date. This Agreement shall be effective on the date of the last signature of the parties hereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the County and the Johnsons have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as Witnesses:

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

(sign) _____
(print) _____

By: _____
Joy Andrews
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by JOY ANDREWS, as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

JOHN E. JOHNSON and KRISTEN
ADAMS, also known as Kristen Johnson

(sign) _____
(print) _____
(address) _____

By: _____
John E. Johnson

(sign) _____
(print) _____
(address) _____

(sign) _____
(print) _____
(address) _____

By: _____
Kristen Adams,
also known as Kristen Johnson

(sign) _____
(print) _____
(address) _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by JOHN E. JOHNSON, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by KRISTEN ADAMS (also known as Kristen Johnson), who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

BARTON ANDREWS
FOR ANDREWS SITE PREP

(sign) _____
(print) _____
(address) _____

By: _____
Barton Andrews for Andrews Site Prep

(sign) _____
(print) _____
(address) _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by BARTON ANDREWS , also known as Kristen Adams, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

EXHIBIT A
AS-BUILT SURVEY OF "THE DRAINAGE SYSTEM"

