

11**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***10/6/2026****BCC MEETING DATE****TO:** Joy Andrews, County Administrator**DATE:** August 20, 2026**FROM:** Corey Bowens, Director, Land Management Systems**PHONE:** 904 209-0776**SUBJECT OR TITLE:** Resolution accepting a Notice of Designation of Easement Beneficiary and authorizing the Chair of the Board to execute the document on behalf of the County, in connection with fire protection within River Plantation.**AGENDA TYPE:** Consent Agenda, Resolution**BACKGROUND INFORMATION:**

River Plantation PRD Owners Association, Inc., a Florida not-for-profit corporation, has executed and presented to St. Johns County a Notice of Designation of Easement Beneficiary ("Easement") across the 10 foot utility easement lying between Lots 17 and 18 of the River Plantation Subdivision. The Easement designated is for ingress and egress from the pump house, lake, and related facilities located in and adjacent to the Easement area together with the right to access, inspect, operate, use, maintain, repair, replace, improve, reconstruct, and remove such facilities all in connection with fire protection within River Plantation.

1. IS FUNDING REQUIRED? No**2. IF YES, INDICATE IF BUDGETED.** No**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:****SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2026-_____, accepting a Notice of Designation of Easement Beneficiary and authorizing the Chair of the Board to execute the document on behalf of the County, in connection with fire protection within River Plantation.

For Administration Use Only:**Legal:** Lex Taylor 8/31/2026**OMB:** CR 9/1/2026**Admin:** JDD 9/3/2026

RESOLUTION NO. 2026-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A NOTICE OF DESIGNATION OF EASEMENT BENEFICIARY AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE DOCUMENT ON BEHALF OF THE COUNTY, IN CONNECTION WITH FIRE PROTECTION WITHIN RIVER PLANTATION.

RECITALS

WHEREAS, River Plantation PRD Owners Association, Inc., a Florida not-for-profit corporation, has executed and presented to St. Johns County a Notice of Designation of Easement Beneficiary across the 10 foot utility easement located between Lots 17 and 18 of River Plantation Subdivision, attached hereto as Exhibit “A”, incorporation by reference and made a part hereof, (“Easement”); and

WHEREAS, the Easement designated is for ingress and egress from the pump house, lake, and related facilities located in and adjacent to the Easement area together with the right to access, inspect, operate, use, maintain, repair, replace, improve, reconstruct, and remove such facilities all in connection with fire protection within River Plantation; and

WHEREAS, it is in the best interest of the County to accept the Easement 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 into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Easement is hereby accepted by the Board of County Commissioners, and the Chair of the Board is authorized to execute the document on behalf of the County.

Section 3. The Clerk is instructed to record the original Easement 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 ____ day of _____, 2026.

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

By: _____
Clay Murphy, Chair

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

By: _____
Deputy Clerk

Prepared by and return to:
Zachary R. Roth
Ansbacher Law, P.A.
8818 Goodbys Executive Dr, Suite 100
Jacksonville, FL 32217
Phone: 904.737.4600
File No. 130210

NOTICE OF DESIGNATION OF EASEMENT BENEFICIARY

River Plantation PRD Owners Association, Inc., a Florida not-for-profit corporation ("Designor"), whose address is _____, gives notice (this "Notice") of its designation of St. Johns County, Florida, a Florida county ("County"), whose address is 500 San Sebastian View, St. Augustine, Florida 32086, as a designee of that certain Easement defined below pursuant to Section 11.1 of that certain *Declaration of Covenants and Restrictions for River Plantation PRD*, recorded at Official Records Book 3288, Page 1845 of the public records of St. Johns County, Florida ("Declaration"), under the following terms:

1. **EASEMENT.** The "Easement" designated shall be that certain Utility Easement lying between Lots 17 and 18 of River Plantation, recorded in Map Book 55, pages 59 through 66, of the public records of St. Johns County, Florida, and established Section 11.1 of the Declaration. The Easement is generally depicted on *Exhibit "A"*.

2. **PURPOSE AND USE OF EASEMENT.** The purpose of the Easement designated is for ingress to and egress from the pump house, lake, and related facilities located in and adjacent to the Easement, together with the right to access, inspect, operate, use, maintain, repair, replace, improve, reconstruct, and remove the such facilities, and all related equipment, utilities, appurtenances, and improvements, together with such other rights as are reasonably necessary or incidental to the foregoing, and shall inure to the benefit of County and its successors, assigns, contractors, agents, employees, licensees, and invitees (the "County parties"). The County parties shall not use the Easement for any purpose other than that set forth herein. The County parties shall be responsible for any damage caused in the Easement. The rights and responsibilities granted to Designor in the Declaration regarding the Easement shall be deemed designated and conferred upon County. Nothing herein shall constitute a prohibition on Designor's use or maintenance of the Easement or a requirement of maintenance by the County.

3. **INDEMNITY AND DUTY TO DEFEND.** To the extent permitted by section 768.28, Florida Statutes, the County agrees that it shall be responsible for its own negligent acts and omissions, and the negligent acts and omissions of its officers, employees, and agents acting within the scope of their employment, in the exercise of the rights granted by this Easement. Subject to the limitations of section 768.28, Florida Statutes, the County agrees to indemnify and hold harmless the Designor from claims, demands, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorney's fees awarded by a court, but only to the extent such claims arise directly from the negligent acts or omissions of the County, its officers, employees, or agents in connection with the construction activities authorized by this Easement. This obligation shall not apply to the extent any claim results from the negligence or wrongful acts of the Designor or any third party. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity, an increase in the limits of liability established by section 768.28, Florida Statutes, or an agreement by the County to indemnify or defend the Designor except as expressly authorized by Florida law.

4. **INSURANCE.** County shall comply, and shall cause its successors, assigns, contractors, agents, employees, licensees, and invitees to comply, with the requirements relating to insurance as set forth on *Exhibit "B"* attached hereto and made a part hereof.

5. MISCELLANEOUS.

- a. *Governing Law; Venue.* This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Venue with respect to any litigation and jurisdiction for any dispute arising under this Notice shall be exclusively in the courts located in St. Johns County, Florida.
- b. *Entire Agreement; Amendment.* Except as otherwise provided in the Declaration, this Notice constitutes the entire agreement between Designor and County with respect to the subject matter hereof and supersedes all prior agreements, understandings, and arrangements, both oral and written, between them with respect thereto. No amendment or modification of this Notice shall be made or deemed to have been made unless made in writing executed by all parties hereto.
- c. *Further Assurances; Cooperation.* Each party and their successors and/or assigns shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments, and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Notice.
- d. *Effectiveness.* This Notice shall be effective upon the recordation hereof in the Public Records.
- e. *Easement in Gross.* Designor's designation of County as a designee of the Easement shall be, to the fullest extent permitted by law, deemed an easement in gross personal to County and shall not be appurtenant to any real property.
- f. *Time is of Essence.* The parties acknowledge time is of the essence under this Notice.
- g. *Drafting.* No provision of this Notice shall be construed or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or arbitrator by reason of any party or their counsel being deemed to have structured, drafted, or specified such provision.
- h. *Interpretation.* Whenever possible, each provision of this Notice shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Notice to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given without the invalid provision or application, and to this end the provisions of this Notice are declared to be severable.
- i. *Notices.* All notices required or desired to be given under this Notice shall be in writing and sent by (i) hand delivery, (ii) certified mail, return receipt requested, or (iii) FedEx or similar overnight service. All notices shall be addressed to the party being noticed and shall be deemed to have been given (A) when delivered if by hand delivery, (B) three (3) business days after deposit in a United States Post Office or official letter box if sent by certified mail, or (C) one (1) business day after timely deposited in a FedEx or similar overnight service depository. All notices shall be delivered or sent prepaid for the specified service by the party giving notice and shall be addressed as set forth above. Additionally, a copy of any notice delivered to Designor shall be delivered to Ansbacher Law, 10151 Deerwood Park Blvd., Building 100, Suite 400, Jacksonville, FL 32256. Any of the parties to this Notice may change their address for purpose of notices permitted or required under this Notice by providing the other party or parties with notice of a change of address in accordance with this Section, and no formal amendment to this Notice will be required to effectuate such a change in address.
- j. *Waivers and Consents.* No consent or waiver, express or implied, by any party to or of any breach or default by any other party in the performance by such other party of the obligations under this Notice shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party under this

Notice. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of the rights thereof under this Notice. The rights of the parties shall be cumulative and the failure on the part of a party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

- k. *Headings.* The headings in this Notice are for convenience only, shall in no way define or limit the scope or content of this Notice, and shall not be considered in any construction or interpretation of this Notice or any part hereof.
- l. *No Joint Venture; No Third-party Beneficiary.* Nothing in this Notice shall be construed to make the parties partners or joint venturers or render any of the parties liable for the debts and obligations of the other. Except as otherwise expressly stated herein, this Notice shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties intending by the provisions hereof to confer no such benefits or status unless otherwise expressly stated in this Notice.
- m. *Counterparts.* This may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
- n. *Litigation.* In any action, suit, arbitration, mediation, or other proceeding arising out of or relating to this Notice (including, without limitation, any action to enforce construction, maintenance, reimbursement, or step-in obligations, or to obtain injunctive or other equitable relief), the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs, including fees and costs incurred in pre-suit enforcement efforts, at trial, in any bankruptcy proceeding, and on any appeal. For purposes of this provision, the "prevailing party" shall include a party that obtains substantially the relief sought, whether by judgment, order, settlement, or otherwise, and the court (or other tribunal) shall determine the amount of recoverable fees and costs.
- o. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ANY ACTIONS OF EITHER PARTY, ARISING OUT OF, OR RELATED IN ANY MANNER WITH, THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.**

Signatures to Follow on Next Page

WHEREFORE, Designor and County agree to such terms as of the date of recording of this Notice.

DESIGNOR:

**RIVER PLANTATION PRD OWNERS ASSOCIATION, INC.,
a Florida not for profit corporation**

By: Michelle Hudson

Printed Name: Michelle Hudson

Its: President

Signed, sealed and delivered in our presence:

1. [Signature]
Witness Signature

2. [Signature]
Witness Signature

1. Jacya Spearman
Witness Printed Name

2. Ethan Longo
Witness Printed Name

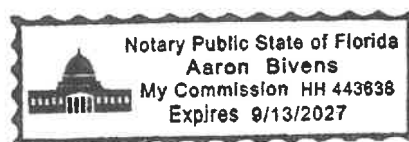
Witness address: 52 Tuscan Way, Suite 202,
St. Augustine, FL, 32092

Witness address: 52 Tuscan Way, Suite 202,
St. Augustine, FL, 32092

State of Florida
County of St. John's

The foregoing instrument was sworn to before me, by means of ☒ physical presence or ☐ online notarization, on August 10th, 2026 by Michelle Hudson, as president for The River Plantation PRD Owners Association, Inc., a Florida not for profit corporation, who is personally known to me or who produced a FL driver's license as identification and who did/did not take an oath.

[Signature]
Notary Public
Notary Printed Name Aaron Bivens
My Commission Expires: 09/13/2027



COUNTY:

**ST. JOHNS COUNTY, FLORIDA,
a Florida county**

By: _____

Printed Name: _____

Its: _____

Signed, sealed and delivered in our presence:

1. _____
Witness Signature

2. _____
Witness Signature

1. _____
Witness Printed Name

2. _____
Witness Printed Name

Witness address: _____

Witness address: _____

State of _____

County of _____

The foregoing instrument was sworn to before me, by means of ____ physical presence or ____ online notarization, on _____, 2026 by _____, as _____ for St. Johns County, Florida, who is personally known to me or who produced a _____ as identification and who did/did not take an oath.

Notary Public
Notary Printed Name _____
My Commission Expires: _____

Approved as to form and content:

County Attorney

Exhibit "A"
The Easement

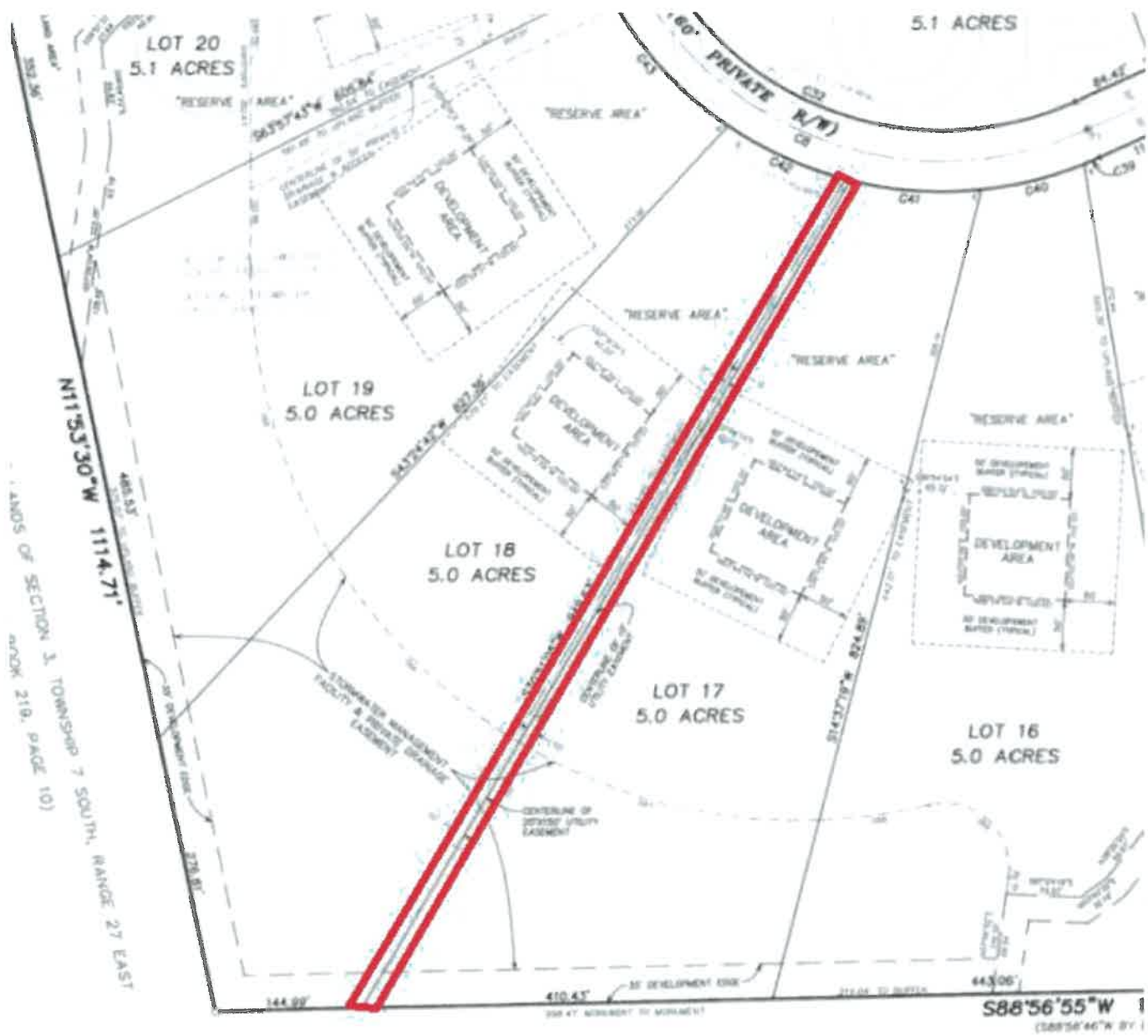


EXHIBIT "B"

INSURANCE

1. Workers' Compensation:

Coverage A.	Statutory Benefits
Coverage B.	Employers' Liability limits of not less than:
Bodily Injury by accident:	\$1,000,000.00 each accident
Bodily Injury by disease:	\$1,000,000.00 policy limit
Bodily Injury by disease:	\$1,000,000.00 each employee

2. Commercial Auto Coverage:

Automobile Liability coverage in the amount of \$1,000,000.00 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. Commercial General Liability:

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) with limits as follows:

Each Occurrence Limit	\$1,000,000.00
Personal Advertising Injury Limit	\$1,000,000.00
Products/Completed Operations Aggregate Limit	\$1,000,000.00
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000.00

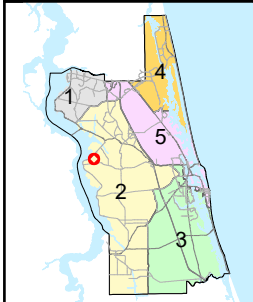
The policy must include:

- a) An Additional Insured Endorsement naming the Designor as an additional insured.
- b) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. Other Requirements:

- a) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-): VII.

Certificates of Insurance will be provided upon written request of the other party hereto.



Imagery Date: 1/2026

Date: 8/24/2026

Quiet Trail

Notice of Designation of Easement Beneficiary



Land Management
Systems
Real Estate Division
(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.