

RESOLUTION NO. 96-113

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING AN EASEMENT FOR UTILITIES FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA TO ST. JOHNS COUNTY.

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is the Owner of the Frank B. Butler Park which is managed by St. Johns County; and

WHEREAS, St. Johns County desires an easement across the real property described in the easement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the construction and maintenance of a six inch water transmission main line between State Road A1A and Costanero Road in the Treasure Beach Subdivision; and

WHEREAS, described water main will increase water pressure and improve water quality for over 1,000 residents and will also enhance fire protection and lower insurance rates through the installation of eight new fire hydrants.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County as follows:

Section 1. The above described easement is hereby accepted by the Board of County Commissioners of St. Johns County, Florida.

Section 2. The County Administrator is authorized to execute the two original Easements and to return both executed original Easements with a Certified Copy of this Resolution to Ed Hachenberger, Bureau of Land Management Services, Division of State Lands, 3900 Commonwealth Boulevard, Tallahassee, FL 32399-3000.

Section 3. The Clerk is authorized to record the returned fully executed Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 25 day of June, 1996.

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

By: *Ronald Jordan*
Its Chair, Donald Jordan

ATTEST: CARL "BUD" MARKEL, CLERK

By: *Jema Paetti*
Deputy Clerk

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BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number 29727

THIS INDENTURE, made and entered into this 25th day of June, 1996, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and ST. JOHNS COUNTY, FLORIDA, hereinafter referred to as "GRANTEE".
P.O. Drawer 349 St. Augustine, Fl. 32085

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by GRANTEE under Lease Number 3024; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the construction and maintenance of a six inch water transmission main between State Road A1A and Costanero Road in the Treasure Beach Subdivision; and

WHEREAS, the managing agency has agreed to the proposed use of this land under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in St. Johns County, Florida, to-wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. TERM: The term of this easement shall be for a period of fifty years commencing on June 25, 1996 and ending on June 24, 2046, unless sooner terminated pursuant to the provisions of this easement.

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3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the construction and maintenance of a six inch water transmission main between State Road 11A and Costanero Road upon and across the property described in Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR, retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this

easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations

pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.
11. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.
13. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.
14. TIME: Time is expressly declared to be of the essence of this easement.
15. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made

or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys fees.

18. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

19. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Gloria H. Maddox
Witness
Gloria H. Maddox
Print/Type Witness Name

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, PLANNING
MANAGER, BUREAU OF LAND
MANAGEMENT SERVICES, DIVISION
OF STATE LANDS, FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Tara Hayes
Witness
Tara Hayes
Print/Type Witness Name

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

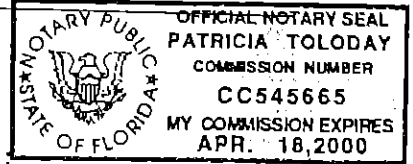
The foregoing instrument was acknowledged before me this 19th day of July, 1996, by Gloria C. Nelson, Planning Manager, Bureau of Land Management Services, Division of State Lands, Florida Department of Environmental Protection, acting as an agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Patricia Toloday
Notary Public, State of Florida

Printed/typed name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By:

Sally Hertz
DEP Attorney

ST. JOHNS COUNTY, FLORIDA
By its Board of County Commissioners

By:

Donald Jordan (SEAL)

Donald Jordan
Printed/typed name

Title:

Chairman

Yvonne Carter
Witness

Yvonne Carter
Print/Type Witness Name

Irena Pacetti
Witness

Irena Pacetti
Print/Type Witness Name

(OFFICIAL SEAL)

Attest:

Carl "Bud" Markel
Carl "Bud" Markel
Printed/typed name

Title:

CLERK OF THE CIRCUIT COURT

"GRANTEE"

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 1 day of July, 1996, by Donald Jordan and Carl "Bud" Markel as Chairman of the Board and Clerk of the Board, respectively on behalf of the Board of County Commissioners of St. Johns County, Florida. They are personally known to me, or produced _____ as identification.

Patricia De Grande
Notary Public, State of Florida
Patricia De Grande
Printed/typed name

Commission Number: CC516024

Commission Expires: 01-26-2000



Patricia De Grande
MY COMMISSION # CC516024 EXPIRES
January 26, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"
LEGAL DESCRIPTION OF THE EASEMENT

A PART OF MAE STREET AS ESTABLISHED AS A 25 FOOT RIGHT OF WAY AND AS SHOWN ON PLAT OF BUTLER'S BEACH UNIT NO. 1 AS RECORDED IN MAP BOOK 6, PAGE 22 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID RIGHT OF WAY BEING VACATED BY OFFICIAL RECORDS BOOK 7, PAGE 611 OF SAID PUBLIC RECORDS. TOGETHER WITH A PART OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 30 EAST OF SAID COUNTY, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 1, SAID BUTLER'S BEACH UNIT NO. 1, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED MAE STREET WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A1A AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY, THENCE SOUTH $15^{\circ} 20' 00''$ EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A1A, A DISTANCE OF 25.87 FEET; THENCE SOUTH $89^{\circ} 00' 00''$ WEST, ALONG THE NORTHERLY LINE OF TREASURE BEACH AS RECORDED IN MAP BOOK 11, PAGES 33 AND 34 AND TREASURE BEACH FIRST ADDITION AS RECORDED IN MAP BOOK 11, PAGES 39, 40 AND 41 OF SAID PUBLIC RECORDS, A DISTANCE OF 320.74 FEET TO THE NORTHEASTERLY CORNER OF LOT 25, TREASURE BEACH THIRD ADDITION AS RECORDED IN MAP BOOK 11, PAGES 45, 46, 47 AND 48 OF SAID PUBLIC RECORDS; THENCE NORTH $15^{\circ} 52' 00''$ WEST, ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF COSTANEROS ROAD AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY, A DISTANCE OF 25.87 FEET; THENCE NORTH $89^{\circ} 00' 00''$ EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED MAE STREET AND ITS WESTERLY PROLONGATION, A DISTANCE OF 320.74 FEET TO THE POINT OF BEGINNING, CONTAINING 0.18 ACRES, MORE OR LESS OR 8018 SQUARE FEET, MORE OR LESS.