

15
9010

Public Records of
St. Johns County, FL
Clerk# 04-056781
O.R. 2249 PG 1468
03:00PM 07/27/2004
REC \$61.00 SUR \$68.00

RESOLUTION NO. 2004-163

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CLERK OF THE COURTS, UNDER SECTION 95.361, FLORIDA STATUTES TO FILE THE SURVEY MAP FOR WARE LANE, CLAIMING A VESTED INTEREST IN THE ROAD DESCRIBED IN THE SURVEY MAP, AND/OR ESTABLISHING A PRESCRIPTIVE EASEMENT IN THE SAME RIGHTS-OF-WAY, IN ACCORD WITH THE PRINCIPLES SET FORTH IN DOWNING V. BIRD, 100 SO.2D 57 (FLA. 1958)

WHEREAS, the Board of County Commissioners of St. Johns County, Florida have instructed staff to obtain documentation in order to justify continued County maintenance of roads that are neither dedicated to St. Johns County, nor are owned by St. Johns County; and

WHEREAS, Ware Lane, as described in attached and incorporated **Exhibit A**, which is the **Survey Map**, and which is a road that County staff has documented as warranting continued County maintenance; and

WHEREAS, Section 95.361, Florida Statutes details the procedure for a local government to claim a vested interest in a road not constructed by the local government; and

WHEREAS, the procedure set forth in Section 95.361, Florida Statutes, is as follows:

- 1) the road has been constructed by a non-governmental entity, or not constructed by the entity currently maintaining or repairing the road;
- 2) the road has been maintained and/or repaired for the immediate past seven (7) years by the County; and

WHEREAS, under the criteria set forth in Section 95.361, Florida Statutes, such road shall be deemed dedicated to the County, to the extent of the width of the road varying from a range of 25-feet to 45-feet that actually has been maintained or repaired for the prescribed period, whether or not such road has been formally established as a public highway; and

WHEREAS, the filing of the **Survey Map** with the Clerk of the Courts of St. Johns County, pursuant to Section 95.361, Florida Statutes, by St. Johns County serves as prima facie evidence of ownership of Ware Lane; and

*Handwritten signature: P. Dequarie
BCC Clerk*

WHEREAS, in Downing v. Bird, 100 So.2d 57 (Fla. 1958), the Florida Supreme Court set forth separate criteria in which a public entity (such as the County), may establish, claim, and maintain a prescriptive easement on certain property; and

WHEREAS, the criteria set forth in Downing v. Bird, supra, is as follows:

- 1) actual, continuous, uninterrupted use by the public entity for the full prescriptive period of twenty (20) years;
- 2) that the use be adverse under a claim of right, and either be with the actual knowledge of the owner, or so open, notorious, and visible that knowledge of the use is imputed to the owner;
- 3) that such use be inconsistent with the owner's use and enjoyment of his land, and must not be a permissive use; and
- 4) that such use be related to a certain limited and defined area of land, or if for a right-of-way, the use be of a definite route with a reasonably certain line, width, and termini; and

WHEREAS, St. Johns County can demonstrate that Ware Lane meets each of the criteria, set forth in Downing v. Bird, supra; and

WHEREAS, the public entity has been continuously using Ware Lane without permission of the underlying land owners for in excess of twenty (20) years; and

WHEREAS, County Road and Bridge Supervisor, Frankie Hitchcock, has state in an affidavit (attached and incorporated as **Exhibit B**) that the County has been responsible for maintaining Ware Lane for the last twenty (20) years; and

WHEREAS, St. Johns County can demonstrate that St. Johns County's actions meet the criteria set forth in both/either Section 95.361, Florida Statutes, and/or Downing v. Bird, 100 So.2d 57 (Fla. 1958), with respect to establishing either statutory dedication, or a prescriptive easement over the above-noted, and described Ware Lane. After the subject right-of-way is paved by St. Johns County under the Dirt Road Improvement Program the Town of Hastings will own, operate and maintain the subject right-of-way, pursuant to the Interlocal Agreement between the Town of Hastings and St. Johns County accepted by Resolution No. 2004-95, attached and incorporated as Exhibit "C"; and

WHEREAS, it is in the best interest of St. Johns County to acquire ownership of Ware Lane under either statutory dedication or prescriptive easement, and that such acquisition will benefit the citizens of St. Johns 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 incorporated by reference into the body of this Resolution, and such Recitals should be adopted as Findings of Fact.

Section 2. The Chairman of the Board of County Commissioners, and Clerk of the Courts are hereby authorized to file the attached **Survey Map of Ware Lane** in the Public Records of St. Johns County, Florida.

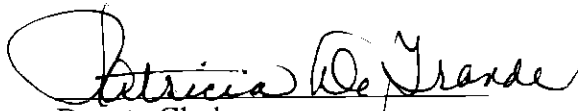
Section 3. The Clerk is instructed to record this Resolution in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 13th day of July, 2004.

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

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

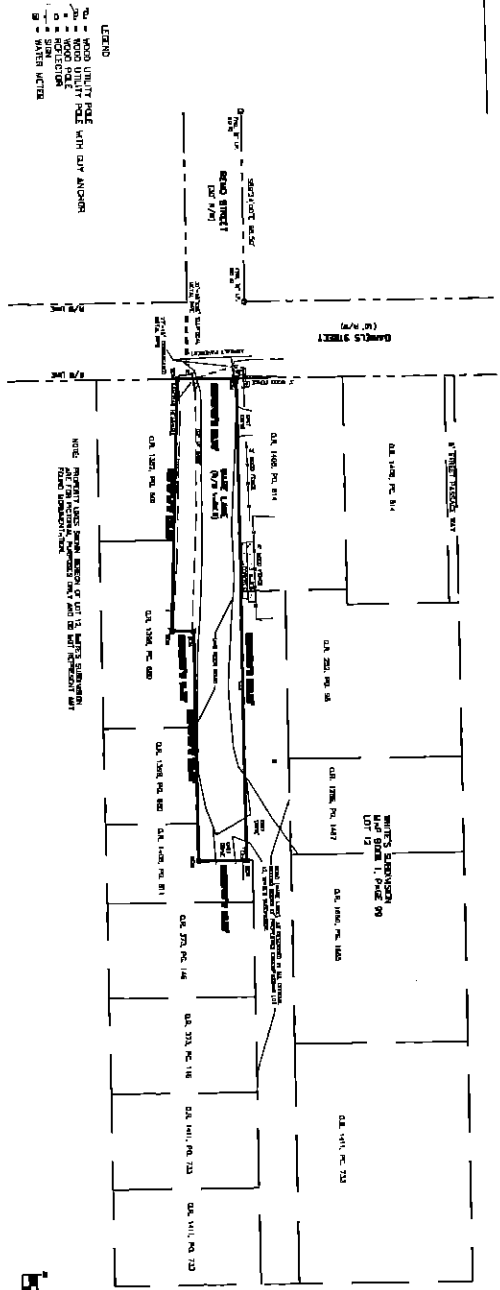
RENDITION DATE 7-19-04

MAP SHOWING A SPECIFIC PURPOSE OF A
 PART OF WARE LANE LYING IN WHITE'S SUBDIVISION,
 LOT 12 AS RECORDED IN MAP BOOK 1, PAGE 99 OF
 THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,
 FOR THE ST. JOHNS COUNTY REAL ESTATE DIVISION

IT IS HEREBY ORDERED THAT:
 THE RIGHT-OF-WAY SHOWN HEREON IS VESTED IN ST. JOHNS COUNTY, A POLITICAL ENTITY, FOR THE PURPOSES OF THE PUBLIC RECORDS OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AS AUTHORIZED BY SECTION 218.01, F.S. (ART. 20, CH. 188).
 AFTER THE SUBJECT RIGHT-OF-WAY IS PAVED BY ST. JOHNS COUNTY UNDER THE ST. JOHN ROAD IMPROVEMENT PROGRAM, THE SUBJECT RIGHT-OF-WAY SHALL BE CONSIDERED AS A PUBLIC ROAD AND SHALL BE SUBJECT TO THE INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE CITY OF ST. AUGUSTINE, FLORIDA, AS AUTHORIZED BY RESOLUTION NO. 2008-55.
 ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

DATE: _____
 ST. JOHNS COUNTY CLERK OF THE COURT

FILED: _____



SECTION NOTES:
 1. THE RIGHT-OF-WAY SHOWN HEREON IS VESTED IN ST. JOHNS COUNTY, A POLITICAL ENTITY, FOR THE PURPOSES OF THE PUBLIC RECORDS OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AS AUTHORIZED BY SECTION 218.01, F.S. (ART. 20, CH. 188).
 2. AFTER THE SUBJECT RIGHT-OF-WAY IS PAVED BY ST. JOHNS COUNTY UNDER THE ST. JOHN ROAD IMPROVEMENT PROGRAM, THE SUBJECT RIGHT-OF-WAY SHALL BE CONSIDERED AS A PUBLIC ROAD AND SHALL BE SUBJECT TO THE INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE CITY OF ST. AUGUSTINE, FLORIDA, AS AUTHORIZED BY RESOLUTION NO. 2008-55.
 3. THE SUBJECT RIGHT-OF-WAY IS SHOWN AS A 20' WIDE RIGHT-OF-WAY.
 4. THE SUBJECT RIGHT-OF-WAY IS SHOWN AS A 20' WIDE RIGHT-OF-WAY.
 5. THE SUBJECT RIGHT-OF-WAY IS SHOWN AS A 20' WIDE RIGHT-OF-WAY.
 6. THE SUBJECT RIGHT-OF-WAY IS SHOWN AS A 20' WIDE RIGHT-OF-WAY.
 7. THE SUBJECT RIGHT-OF-WAY IS SHOWN AS A 20' WIDE RIGHT-OF-WAY.
 8. THE SUBJECT RIGHT-OF-WAY IS SHOWN AS A 20' WIDE RIGHT-OF-WAY.
 9. THE SUBJECT RIGHT-OF-WAY IS SHOWN AS A 20' WIDE RIGHT-OF-WAY.
 10. THE SUBJECT RIGHT-OF-WAY IS SHOWN AS A 20' WIDE RIGHT-OF-WAY.

DATE	NOV 14 2008
TIME	10:00 AM
BY	ST. JOHNS COUNTY CLERK OF THE COURT
FILED	ST. JOHNS COUNTY CLERK OF THE COURT

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BY	ST. JOHNS COUNTY CLERK OF THE COURT
FILED	ST. JOHNS COUNTY CLERK OF THE COURT

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FILED	ST. JOHNS COUNTY CLERK OF THE COURT

DATE	NOV 14 2008
TIME	10:00 AM
BY	ST. JOHNS COUNTY CLERK OF THE COURT
FILED	ST. JOHNS COUNTY CLERK OF THE COURT

ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT
 SURVEYING AND MAPPING/GIS DIVISION
 4080 LEWIS BREWSTER - P.O. DRAWER 349
 ST. AUGUSTINE, FLORIDA 32084
 Phone (904) 825-2460



WARE LANE
 SPECIFIC PURPOSE SURVEY
 FILE NUMBER: 5-1-08

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

On this day before me, the undersigned authority, personally appeared Frankie Hitchcock, Road and Bridge Supervisor, who being first by me duly sworn, deposes and says that the County has been maintaining Ware Lane for the last 20 years and the public has continuously used the road during this time. This maintenance includes digging ditches, road grading and stabilization.

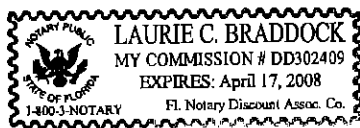
FURTHER AFFIANT SAYETH NAUGHT.

Frankie Hitchcock
Frankie Hitchcock

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22nd day of June, 2004 by Frankie Hitchcock, Road and Bridge Supervisor, who is personally known to me.

Laurie C. Braddock
Notary Public



9
4330

Public Records of
St. Johns County, FL
Clerk# 04-033846
O.R. 2193 PG 358
11:14AM 05/06/2004
REC \$37.00 SUR \$5.00

RESOLUTION NO. 2004- 95

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE TOWN OF HASTINGS AUTHORIZING ST. JOHNS COUNTY TO PAVE THE ROADS LOCATED WITHIN THE TOWN OF HASTINGS UNDER THE DIRT ROAD IMPROVEMENT PROGRAM.

RECITALS

WHEREAS, the Town of Hastings, a political subdivision of the State of Florida has presented to the County an Interlocal Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, authorizing St. Johns County to pave the roads located within the boundaries of the Town of Hastings and St. Johns County; and

WHEREAS, Section 163.01, Florida Statutes authorizes St. Johns County and the Town of Hastings to enter into such an Agreement; and

WHEREAS, St. Johns County Public Works Department proposes to utilize the County's Dirt Road Improvement Program (DRIP) for paving those specific roadways identified in Exhibit "A" of the Interlocal Agreement; and

WHEREAS, the Town of Hastings will own, operate and maintain the roadways identified in the Interlocal Agreement at the expense of the Town of Hastings after they are paved; and

WHEREAS, in the mutual spirit of interlocal assistance and cooperation, both St. Johns County and the Town of Hastings agree to contribute effort towards the proposed improvements so that a better roadway facility for the citizens may result.

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 terms and conditions of the attached Interlocal Agreement are hereby approved and the Chair of the Board of County Commissioners is hereby authorized to execute said Agreement.

Section 3. The Clerk of Courts is instructed to record the Resolution in the Official Records of St. Johns County, Florida.

W. Let BCC Sec'y
P. DeGrandis

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4th day of May, 2004.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Karen R. Stern*
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk of Courts

By: *Patricia DeGrande*
Deputy Clerk

RENDITION DATE 5-5-04

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this 12th day of April, 2004, by and between TOWN OF HASTINGS, a political subdivision of the State of Florida ("Town of Hastings"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida ("St. Johns County").

WHEREAS, there are unpaved public roadways that have been identified by St. Johns County to be paved under the St. Johns County Dirt Road Improvement Program that are located within the boundaries of St. Johns County ("roadways") and also within the Town of Hastings; and

WHEREAS, St. Johns County has maintained some of these roads at County expense for an extended period of years; and

WHEREAS, there are other dirt roads within the Town of Hastings that are beyond the capability of the Town of Hastings to maintain, but that have not previously been maintained by St. Johns County; and

WHEREAS, St. Johns County Public Works Department proposes to utilize the County's Dirt Road Improvement Program (DRIP) for the paving of those specific roadways identified in **Exhibit "A"**, attached hereto, incorporated by reference, and made part hereof; and

WHEREAS, the roadways identified in **Exhibit "A"** are in need of improvement, both within the boundaries of St. Johns County and within the boundaries of the Town of Hastings; and

WHEREAS, St. Johns County and the Town of Hastings have determined that an Agreement is needed, in order to authorize St. Johns County to pave the roads; and

WHEREAS, the Town of Hastings will own, operate and maintain the roadways identified in **Exhibit "A"** at the expense of the Town of Hastings after they are paved; and

WHEREAS, in the mutual spirit of interlocal assistance and cooperation, both St. Johns County and the Town of Hastings agree to contribute effort towards the proposed improvements, so that a better roadway facility for citizens may result; and

WHEREAS, Section 163.01, Florida Statutes authorizes St. Johns County, and the Town of Hastings to enter into such an Interlocal Agreement.

NOW, THEREFORE, in consideration of mutual covenants and promises contained herein, it is agreed by and between the parties as follows:

Section 1. The following delineates the respective responsibilities of the parties:

a. St. Johns County will proceed as expeditiously as possible to prepare any required plans and obtain required permits for the DRIP paving of the roadways identified in **Exhibit "A"**.

b. St. Johns County will be responsible for all costs associated with the DRIP paving operation including roadway sub-base preparation, asphalt paving, incidental maintenance of the existing drainage system and all costs relative to the performance, administration, management and inspection of the construction work for this project.

c. St. Johns County will remain responsible for the performance of the pavement contractor with regard to any required warranty work throughout the warranty period provided in St. Johns County's existing contract for DRIP paving.

d. Town of Hastings will, upon notification by St. Johns County, be responsible for any vertical and/or horizontal adjustments to its manholes, valve boxes, water or sewer facilities, and other utility and drainage assets located within its boundaries that may become necessary in the course of construction. Any facilities or improvements not directly appurtenant to the roadways identified in **Exhibit "A"** will remain the responsibility of the Town of Hastings.

e. Immediately upon completion of the paving of each road the Town of Hastings will become responsible for the ownership, maintenance, and operation of the roadway without further recourse to assistance from St. Johns County.

f. St. Johns County and the Town of Hastings both agree to pursue these improvements: 1) cooperatively; 2) with due diligence under a mutually agreed schedule; 3) ensuring that the necessary resources are made available in a timely basis; and 4) in a manner that will contribute to all portions of the overall effort being completed under the terms and conditions of this Agreement.

g. This Agreement may be amended by mutual written agreement of St. Johns and the Town of Hastings and this Agreement may be terminated by mutual written agreement of St. Johns and the Town of Hastings.

Section 2. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 3. Both St. Johns and Town of Hastings acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both St. Johns and

Town of Hastings acknowledge that any amendments to the Agreement shall be in writing, and approved by the appropriate legislative body.

Section 4. This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be in St. Johns County, Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this day and year below written.

Board of County Commissioners,
St Johns County, Florida

By: _____
Karen R. Stern, Chair

Date: _____

ATTEST:

Clerk to the Board of County Commissioners,
St. Johns County, Florida

Town of Hastings

By: _____
[Handwritten Signature]

Date: April 12, 2004

ATTEST
[Handwritten Signature]

Clerk to the Town of Hastings

**HASTINGS – ST. JOHNS COUNTY
INTERLOCAL AGREEMENT
FOR
DRIP PAVING**

EXHIBIT “A”

Roads that St. Johns County has maintained:

1. **Lodge St.** from the Town Limit to North Washington St., a distance of approximately 0.13 miles.
2. **Gilmore St.** from North Washington St. to Chase St., a distance of approximately 0.28 miles.
3. **Gilmore Circle** from Gilmore St. to its dead end, a distance of approximately 0.03 miles.
4. **West George Miller Road** from its dead end east to South Dancy Ave., a distance of approximately 0.07 miles.
5. **East Manson Road** from South Main St. to Vanessa Ave., a distance of approximately 0.13 miles.
6. **Vanessa Ave.** from West George Miller Road to East Manson Road, a distance of approximately 0.06 miles.

Roads that St. Johns County has not previously maintained:

1. **Park Ave.** from North Orange St. to its dead end, a distance of approximately 0.07 miles.
2. **Cypress St.** from North Orange to its dead end, a distance of approximately 0.06 miles.
3. **East Cochran Ave.** from North Orange to its dead end, a distance of approximately 0.14 miles.
4. **North Calhoun St.** from East Church St. to East Lattin St., a distance of approximately 0.18 miles.

Tables

	Year Paved	Length
Daniels Street	2001	0.22
Pompey Miller Street	2001	0.13
West Holtz Street	2001	0.34
Total		0.69

Roads on DRIP List	Length	Cost
Green End Lane	0.06	\$4,900.00
Hatten Lane	0.07	\$5,717.00
Reno Street	0.08	\$6,533.00
Ware Lane	0.06	\$4,900.00
Hannah Street	0.12	\$9,800.00
Merkerson Street	0.06	\$4,900.00
North Main Street	0.07	\$5,717.00
Hensley Street	0.07	\$5,717.00
Total	0.59	\$48,184.00

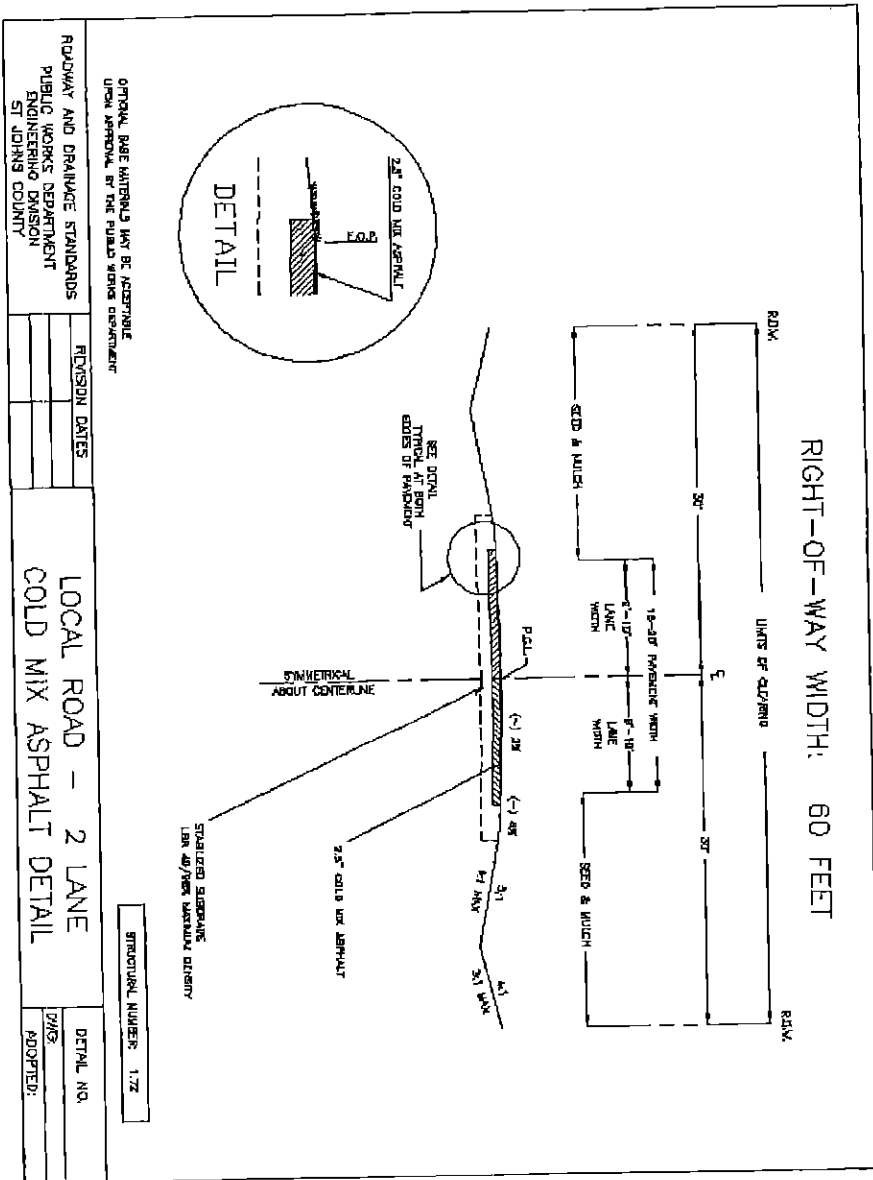
Roads St. Johns County Maintains	Length	Cost
Lodge Street	0.13	10,617.00
Gilmore Street	0.28	22,868.00 ✓
Gilmore Circle	0.03	2,450.00 ✓
West George Miller	0.07	5,717.00 ✓
East Manson Road	0.13	10,617.00 ✓
Vanessa Avenue	0.06	4,900.00
Total	0.7	52,269.00

Roads St. Johns County Does Not Maintain	Length	Cost
Park Avenue	0.07	\$5,717.00 ✓
Cypress Street	0.06	\$4,900.00 ✓
East Cochran Avenue	0.14	\$11,434.00 ✓
North Calhoun Street	0.18	\$14,700.00 ✓
Total	0.45	\$36,751.00

* Length per Mile

* Cost based on FY 2003 cost per mile (\$81,671.00)

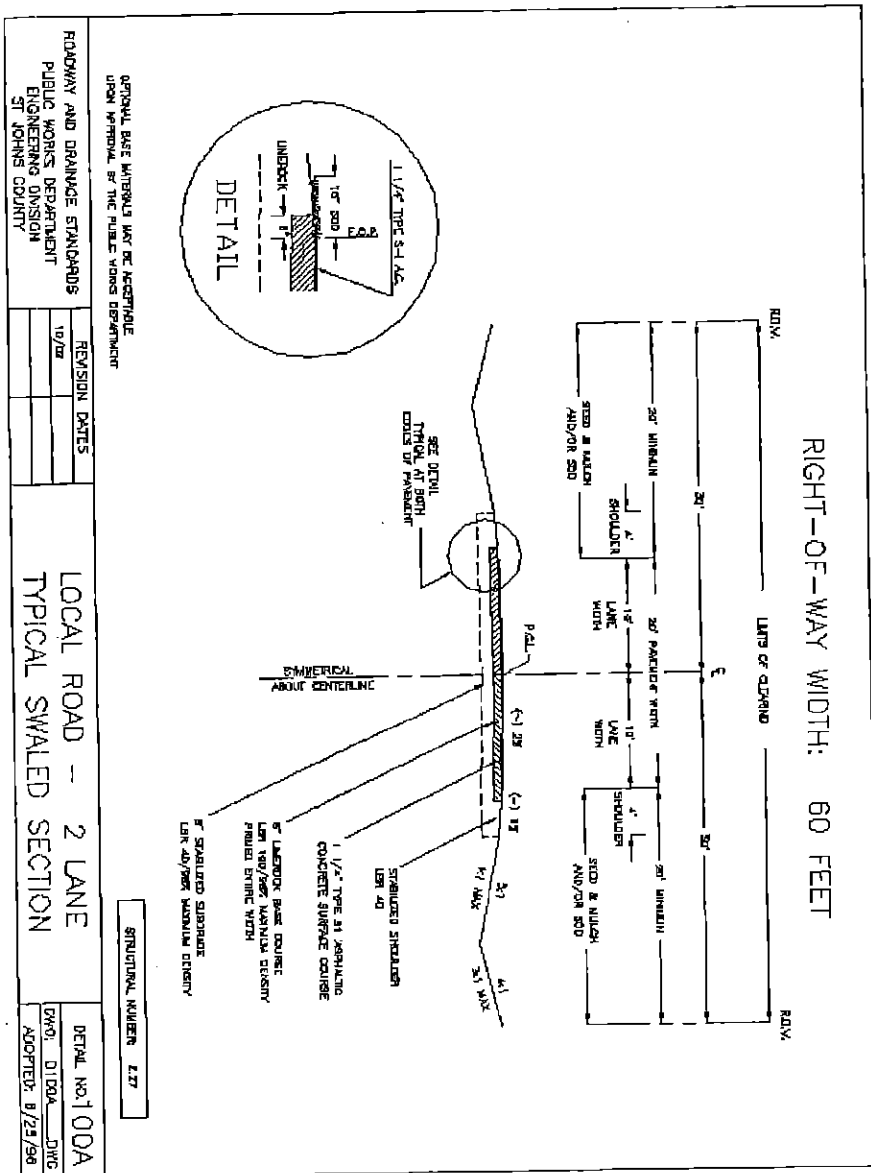
Typical Section for a Cold Mix Road

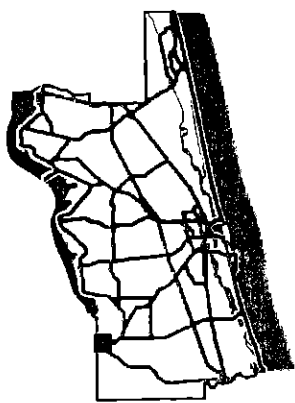
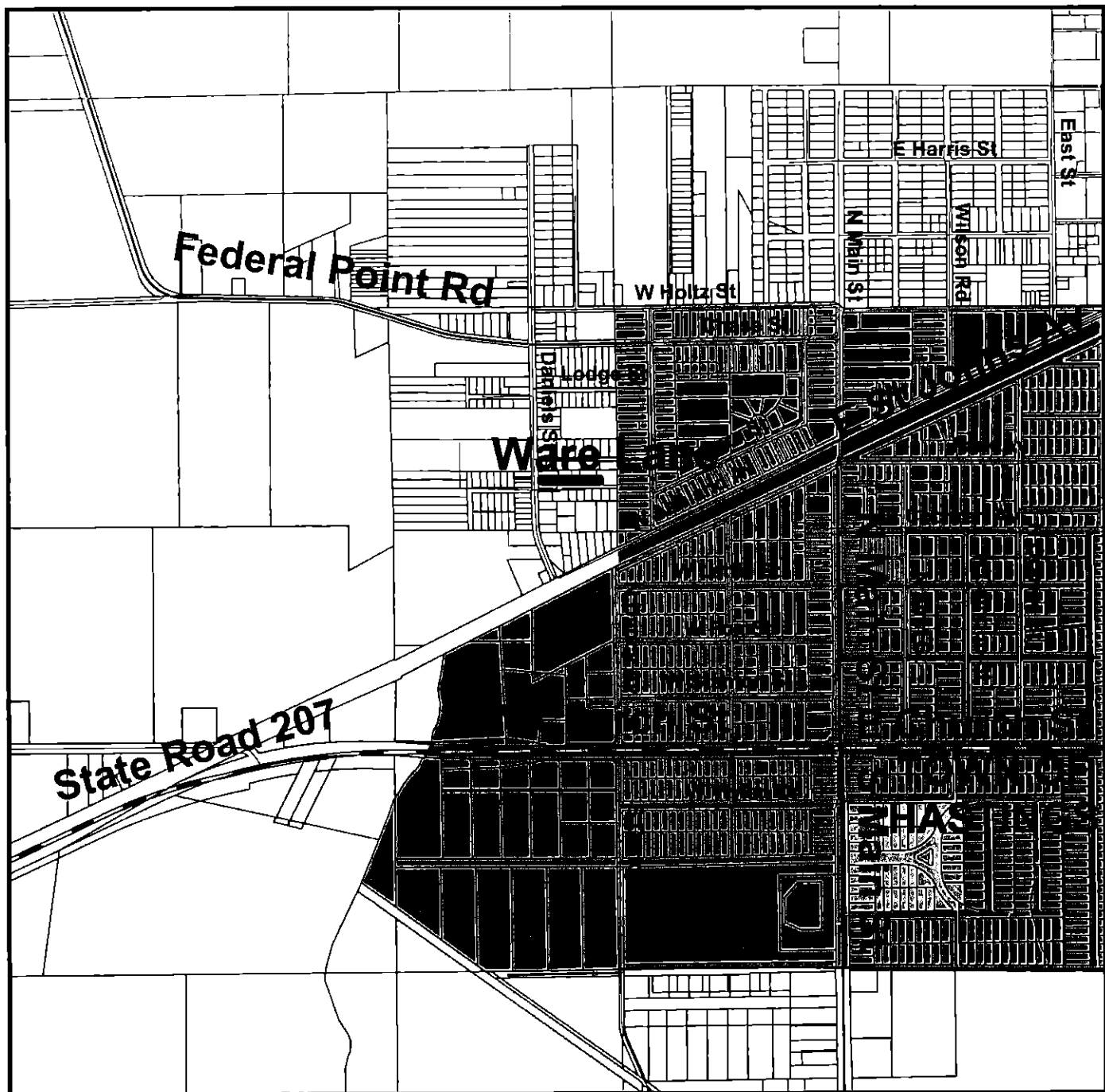


OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE PUBLIC WORKS DEPARTMENT		ROADWAY AND DRAINAGE STANDARDS	
PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION ST. JOHNS COUNTY		REVISION DATES	LOCAL ROAD - 2 LANE COLD MIX ASPHALT DETAIL
		DETAIL NO.	
		DATE	
		ADOPTED	

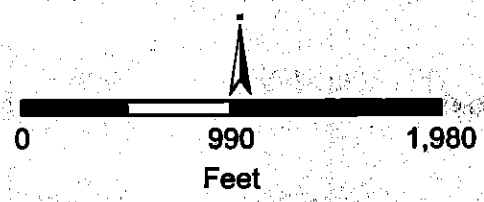
STRUCTURAL NUMBER: 1.72

Typical Section for a Local Road





**GENERAL
LOCATION MAP**



Map Prepared: 6/23/2004

*Depicts General Project Boundary

**Ware Lane
Maintenance Map**

File:BCC July 13, 2004



St. Johns County
Public Works Dept.
Real Estate