

RESOLUTION NO. 2011- 3

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE RIGHT OF WAY NEEDED AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE EASEMENT FOR THE COUNTY ROAD 13 BRIDGE REPLACEMENT IN HASTINGS.

RECITALS

WHEREAS, St. Johns County has requested an Easement for the right of way needed from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for the County Road 13 Bridge Replacement, also known as East St. Johns Avenue in Hastings, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, upon execution and delivery to St. Johns County from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for this Easement no further Board action will be needed for acceptance of the easement; and

WHEREAS, acceptance of this Easement will serve the interests 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 incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby accepts the Easement which is necessary to move forward on the County Road 13 bridge replacement project, and authorizes the County Administrator, or designee, to execute the Easement, on behalf of the County.

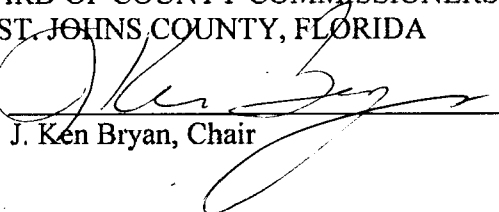
Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of Court is instructed to record the fully executed Easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in the public records of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18<sup>th</sup> day of January, 2011.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:



J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk  
By: Lynn Halterman  
Deputy Clerk

RENDITION DATE 1/20/11

EXHIBIT "A" TO RESOLUTION

This Easement was prepared by:  
Joseph Duncan, Bureau of Public  
Land Administration, Division  
of State Lands, Department of  
Environmental Protection,  
3800 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000

OAE1

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

EASEMENT

Easement Number 32260

THIS EASEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, 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, a political subdivision of the State of Florida,  
whose address is 500 San Sebastian View, St. Augustine, Florida 32084,  
hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real  
property, which is managed by The University of Florida Board of Trustees  
under Lease Number 2591; and

WHEREAS, GRANTEE desires an easement across the hereinafter described  
real property for a public road right-of-way; and

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

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants  
and agreements hereinafter contained, has granted, and by these presents does  
grant unto GRANTEE, a non-exclusive easement 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, State of Florida  
Department of Environmental Protection.
2. TERM: The term of this easement shall be for as long as the easement is  
used for the purpose for which it was granted, commencing on  
\_\_\_\_\_.
3. USE OF PROPERTY AND UNDUE WASTE: This easement upon and across the  
property described in Exhibit "A" shall be limited to installation and  
maintenance of a public road right-of-way 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, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, 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. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

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 State of Florida 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. RECORDING OF EASEMENT: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.
20. 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.
21. SPECIAL CONDITIONS: The following special conditions shall apply to this easement: None.

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

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print/Type Witness Name  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print/Type Witness Name

By: \_\_\_\_\_ (SEAL)  
GLORIA C. BARBER, OPERATIONS  
AND MANAGEMENT CONSULTANT  
MANAGER, BUREAU OF PUBLIC LAND  
ADMINISTRATION, DIVISION OF  
STATE LANDS, STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as 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.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: \_\_\_\_\_  
DEP Attorney

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Name

By: \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of St. Johns County  
Florida

(OFFICIAL SEAL)

"GRANTEE"

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, and  
\_\_\_\_\_, as \_\_\_\_\_ and  
\_\_\_\_\_ on behalf of the Board of County  
Commissioners of St. Johns County. They are personally known to me or have  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print/Type Notary Name

Commission Number:

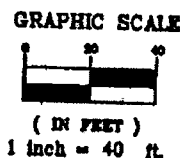
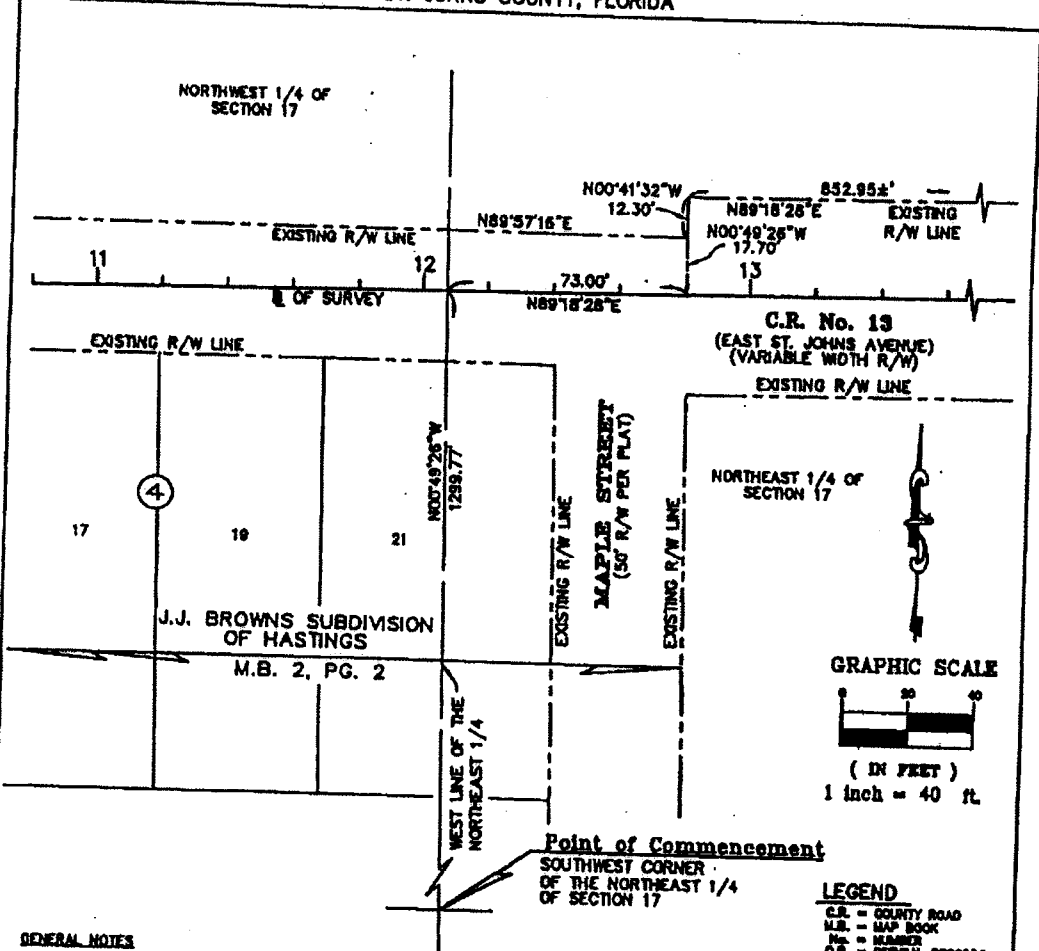
Commission Expires:



EXHIBIT "A" TO EASEMENT

SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA



**LEGEND**  
 C.R. = COUNTY ROAD  
 M.B. = MAP BOOK  
 No. = NUMBER  
 O.R. = OFFICIAL RECORDS  
 PG. = PAGE  
 R/W = RIGHT OF WAY

**GENERAL NOTES**

- BEARINGS SHOWN HEREON ARE BASED ON THE BASELINE OF SURVEY OF COUNTY ROAD NO. 13 (EAST ST. JOHNS AVE.), ST. JOHNS COUNTY, FLORIDA AS NORTH 89°18'28" EAST. (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1983 HCS ADJUSTMENT.)
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. ITS SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTION.

JOB NO. 2008-873-5  
 DRAFTER JLS  
 P.C. N/A  
 F.B. N/A PG. N/A  
 SCALE 1"=40'  
 DATE JUNE 1, 2010  
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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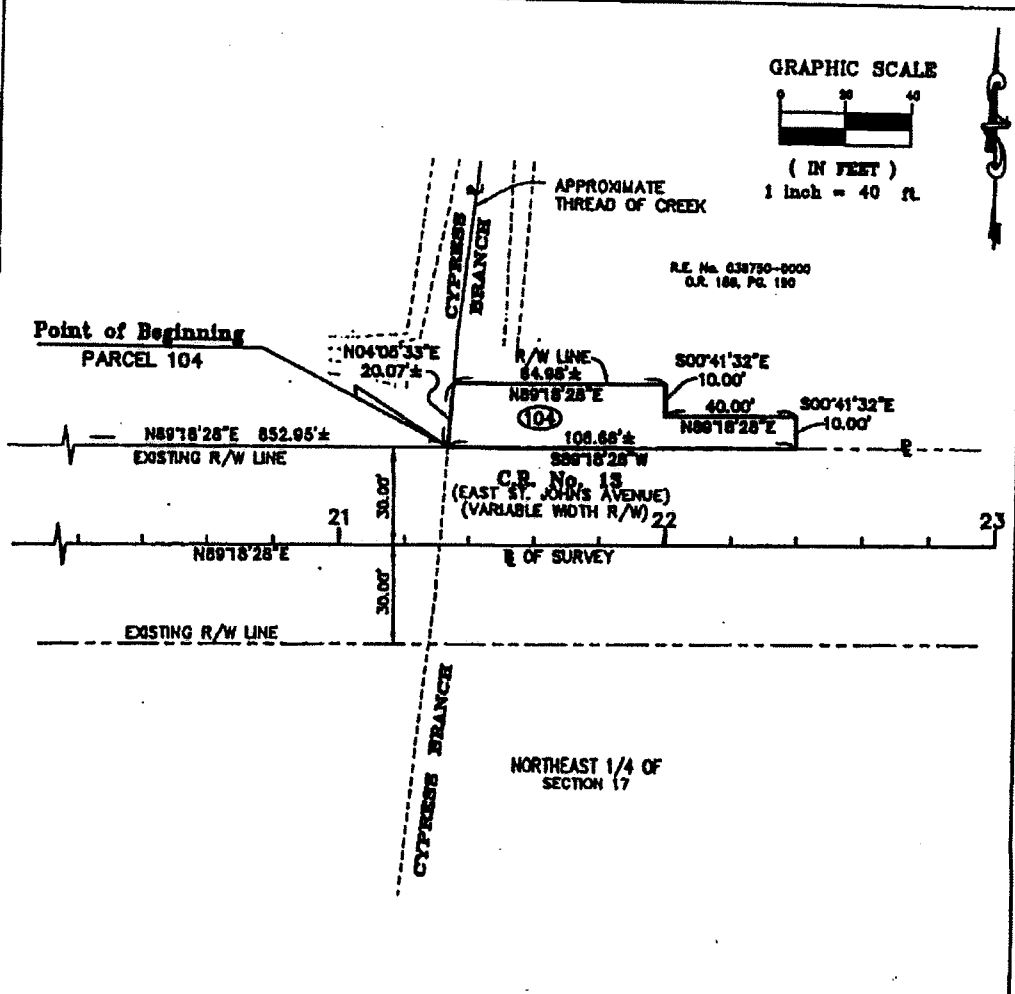
*Dennis E. Elswick*  
 DENNIS E. ELSWICK, P.S.M. CERT. NO. 3190

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 1210 S.W. 27TH  
 FORT WORTH, TEXAS 76107  
 (817) 342-2763  
 WWW.CLARYASSOC.COM

SHEET 1 OF 3

# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA



NOTE: SEE SHEET 1 FOR GENERAL NOTES & LEGEND

SHEET 2 OF 3

JOB NO. 2008-973-5  
 DRAFTER JLS  
 P.C. N/A  
 F.B. N/A PG. N/A  
 SCALE 1"=40'  
 DATE JUNE 1, 2010  
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 63-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 475.05, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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*Dennis E. Elswick*  
 DENNIS E. ELSWICK, P.S.M. CERT. NO. 3190

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LICENSE NO. 3721  
 2805 GORDON FERRY ROAD  
 JACKSONVILLE, FLORIDA 32217  
 (904) 288-0763  
 WWW.CLARYASSOC.COM

Exhibit "A"  
 Page 9 of 10  
 Easement No. 32260

# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA

PARCEL 104 (FEE SIMPLE RIGHT OF WAY)

A PART OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 189, PAGE 190, OF THE PUBLIC RECORDS OF SAID COUNTY), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°49'28" WEST, ALONG THE WESTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1,299.77 FEET TO THE BASELINE OF SURVEY OF COUNTY ROAD NO. 13 (EAST ST. JOHNS AVENUE) (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°18'28" EAST, DEPARTING SAID WESTERLY LINE OF THE NORTHEAST 1/4, ALONG SAID BASELINE OF SURVEY OF COUNTY ROAD NO. 13, A DISTANCE OF 73.00 FEET; THENCE NORTH 00°49'28" WEST, DEPARTING LAST SAID BASELINE, A DISTANCE OF 17.70 FEET TO A JOG IN THE NORTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 13; THENCE ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 13, THE FOLLOWING 2 COURSES AND DISTANCES: 1) NORTH 00°41'32" WEST, ALONG SAID JOG, 12.30 FEET; 2) NORTH 89°18'28" EAST, 852.95 FEET, MORE OR LESS, TO THE THREAD OF CYPRESS BRANCH, AND THE POINT OF BEGINNING; THENCE NORTH 04°05'33" EAST, DEPARTING SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 13, ALONG SAID THREAD OF CYPRESS BRANCH, A DISTANCE OF 20.07 FEET, MORE OR LESS; THENCE NORTH 88°18'28" EAST, DEPARTING SAID THREAD OF CYPRESS BRANCH, A DISTANCE OF 64.98 FEET, MORE OR LESS; THENCE SOUTH 00°41'32" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°18'28" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°41'32" EAST, A DISTANCE OF 10.00 FEET TO THE SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 13; THENCE SOUTH 89°18'28" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 108.66 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 1,716 SQUARE FEET, (0.039 ACRES), MORE OR LESS.

**APPROVED BY**  
DEP. BSM  
SURVEY REVIEW SECTION  
BSM# 5827  
DATE 10-11-10

SHEET 3 OF 3

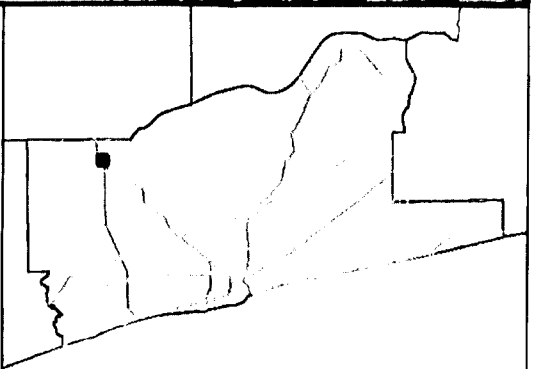
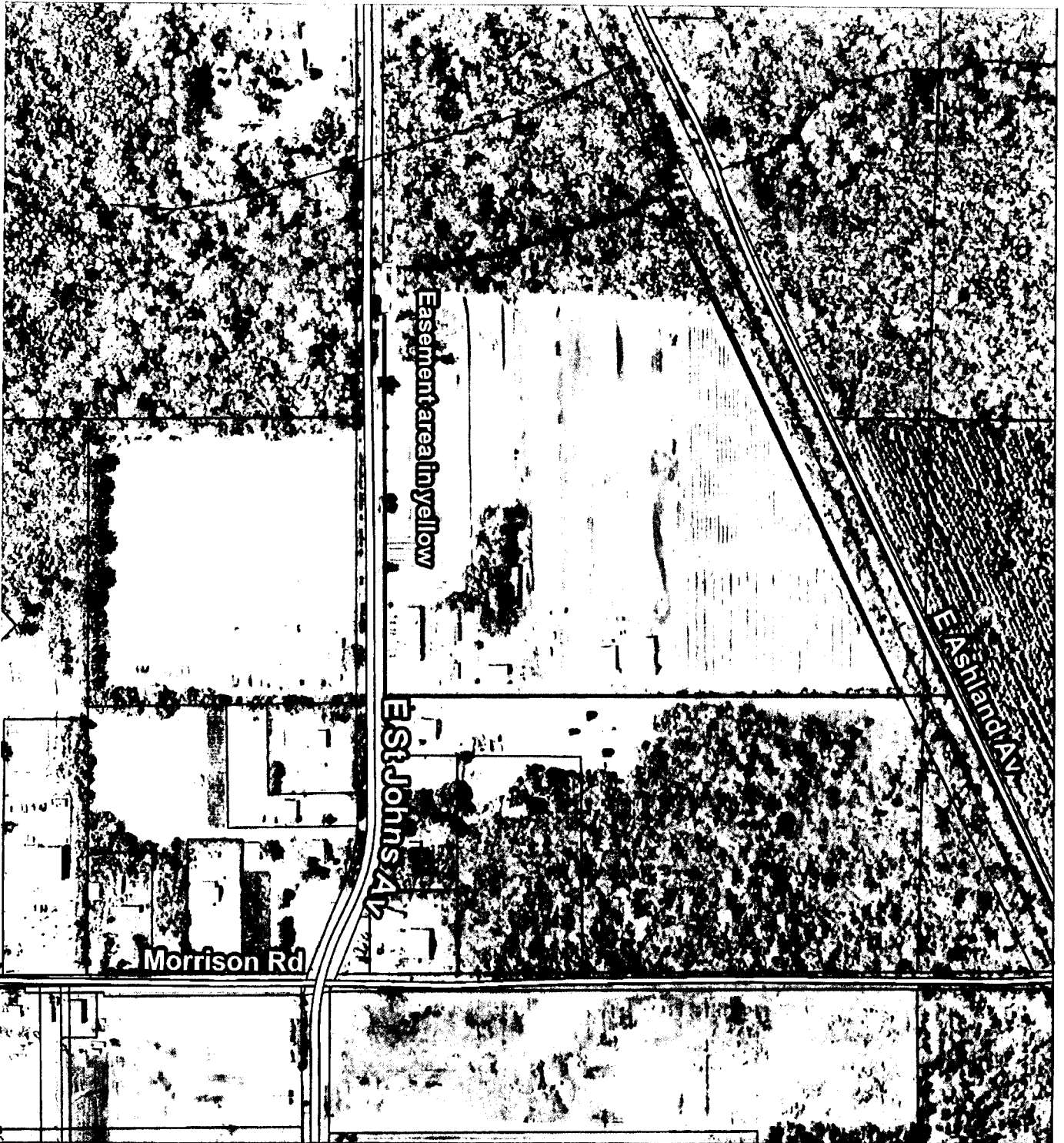
JOB NO. 2008-873-S  
DRAFTER JLS  
P.C. N/A  
F.S. N/A PG. N/A  
SCALE N/A  
DATE JUNE 1, 2010  
CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 64-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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*Dennis E. Elswick*  
**DENNIS E. ELSWICK, P.S.M. CERT. NO. 3190**





**2008 COLOR AERIAL  
IMAGERY MAP**

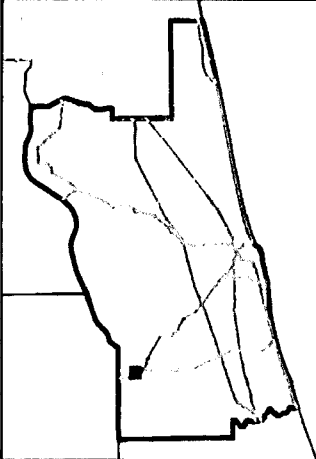
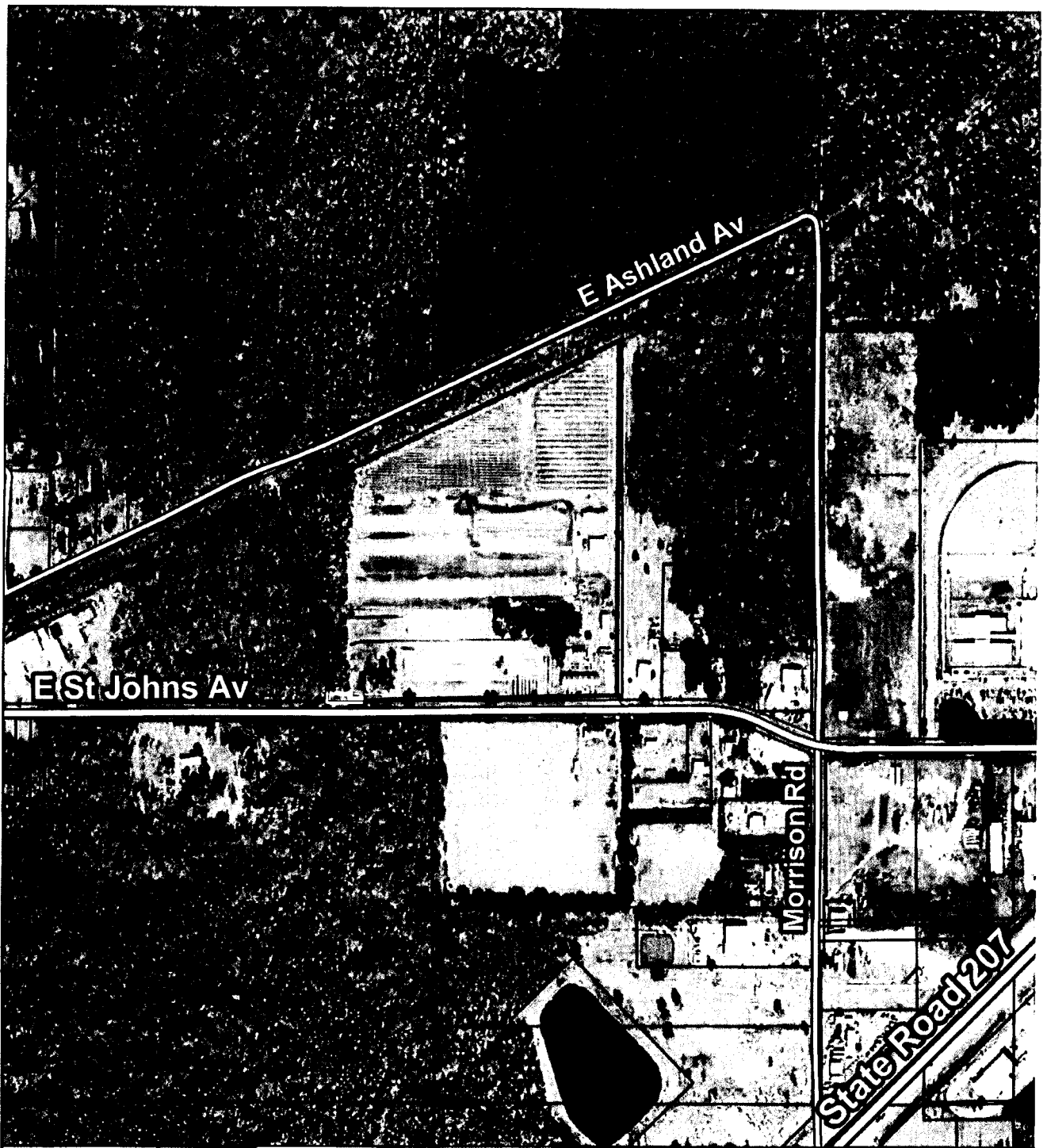


St. Johns County  
Land Mgmt Systems  
Real Estate  
Map Prepared:  
Date: 6/10/10

**Easement Area**



**DISCLAIMER.**  
This map is for reference  
use only. Data provided  
are derived from multiple  
sources with varying  
levels of accuracy.



## County Road 13 Bridge Replacement Essential

0    170    340    680    1,020    1,360  

 Feet

St. Johns County  
 Land Mgmt Systems  
 Real Estate Division



Map Prepared: Linda White  
 Date: December 15, 2010  
 (904) 209-0798



**2008 Aerial Imagery**

**DISCLAIMER.**  
 This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.