

RESOLUTION NO. 2016 - 177

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A SPECIAL USE AUTHORIZATION FOR UTILIZATION OF DISTRICT LANDS BETWEEN ST. JOHNS COUNTY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AUTHORIZING ST. JOHNS COUNTY TO TRIM OR REMOVE DECAYED, INJURED OR WIND DAMAGED TREES ALONG THE RIGHT-OF-WAY OF INTERNATIONAL GOLF PARKWAY, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE SPECIAL USE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, on June 28, 2005, the Board of County Commissioners adopted Resolution No. 2005-165 approving the terms of a Special Use Authorization for Utilization of District Lands. Thereafter, the Board adopted Resolution 2006-162 and Resolution 2011-137 renewing the Special Use Authorization for Utilization of District Lands; and

WHEREAS, St. Johns County Road and Bridge Department requested St. Johns River Water Management District renew the Special Use Authorization for Utilization of District Lands, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, the Special Use Authorization will allow St. Johns County to trim or remove decayed, injured or wind damaged trees upon District land along the right-of-way of International Golf Parkway that pose a hazard to citizens traveling along this roadway; and

WHEREAS, St. Johns County shall coordinate with the St. Johns River Water Management District Land Manager prior to performing any non-emergency trimming activities; and

WHEREAS, the Special Use Authorization is for a period of one (1) year and shall automatically renew for four (4) consecutive one (1) year terms, expiring on May 31, 2021. This Special Use Authorization is revocable at will at any time prior to the expiration of the then current term; and

WHEREAS, it is in the best interest of the County to approve the Authorization for the safety of the citizens traveling on International Golf Parkway.

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 Special Use Authorization for Utilization of District Lands is hereby approved and the County Administrator, or designee, is hereby authorized to execute said Special Use Authorization.

Section 3. To the extent that there are scribes, 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 4. The Clerk of Court is instructed to file the Authorization in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21st day of June, 2016.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: _____

Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____

Pam Salteima
Deputy Clerk

RENDITION DATE 6/23/16

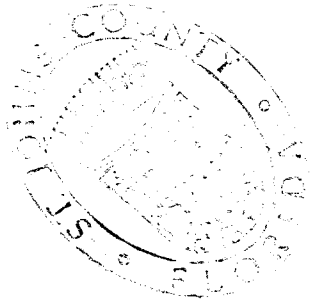


EXHIBIT "A" TO RESOLUTION

SPECIAL USE AUTHORIZATION

This Special Use Authorization ("SUA") is given by the St. Johns River Water Management District ("District"), whose address is 4049 Reid Street, Palatka, Florida 32177, to St. Johns County, Florida ("User"), whose contact is Sheri Lewis, whose mailing address is 500 San Sebastian View, St. Augustine, Florida 32084. Wherever used herein, the term "User" includes User's employees, agents, or contractors, the heirs and legal representatives of individuals, and the successors and assigns of corporations, partnerships, public bodies, and quasi-public bodies. "User" also includes all "Participants," as defined below.

By acceptance of this SUA and exercise of any of the privileges afforded hereby, User agrees to the following terms and conditions:

1. **Authorized Use.** This SUA hereby authorizes the following use of District lands ("Use"), as defined in Chapter 40C-9.021, Florida Administrative Code (the "Property"): vehicular access to use portions of Twelve Mile Swamp Conservation Area, more particularly described in the Trustee's Deed recorded in Official Records Book 1568, Page 482 of the public records of St. Johns County, Florida lying immediately fifty (50) ft. north and south of Nine Mile Road also known as International Golf Parkway for the purpose of trimming or removal of decayed, injured or wind damaged trees.
2. User must physically have a copy of this SUA at all times while on the Property. In the event this SUA authorizes use of the Property by any individuals or entities associated with User that have not executed this SUA ("Participants"), User agrees to communicate the terms of this SUA to its Participants and ensure that they abide by these terms. Use of the Property by a Participant constitutes acceptance of the terms of this SUA. As used herein, "shall" is always mandatory.
3. **Term.** The initial term of this SUA is for a period of one (1) year, commencing on June 1, 2016, and expiring on May 31, 2017. Thereafter, this Authorization shall automatically renew for four (4) consecutive one (1) year terms, expiring on May 31, 2021. This SUA is a license that is revocable at will (without cause) at any time prior to the expiration of this SUA upon ten (10) calendar days prior written notice; provided, however, that in the event User does not comply with the terms of this SUA, this SUA may be immediately revoked upon written or oral notice.
4. **Conditions Generally Applicable to the Use of the Property:**
 - a Except as otherwise provided herein, User shall comply with the District's Water Management Lands Acquisition and Management Rule, Chapter 40C-9, Florida Administrative Code, which may be viewed at: www.floridaswater.com/rules/pdfs/40C-9.pdf.
 - b This SUA does not convey any real Property interests or rights to User of any kind.
 - c The use of the Property is in an "AS-IS" condition. The District does not guarantee that the Property can be used for the purpose intended by the User.
 - d User is responsible for maintenance of the Property in safe and sanitary condition for the intended Use and any repairs or improvements necessary for the intended Use. User will clean and restore the Property at the conclusion of the Use to not less than the condition that existed prior to the Use.

- e User will not damage the Property beyond that normally associated with the Use and shall, at User's expense, repair any damage to the Property resulting from the Use. The District may authorize other persons or organizations to use the Property during the same time as this SUA. User may use the Property as necessary for the Use and shall not impede access by other authorized users or prevent them from carrying on approved activities.
- f While using the Property, User shall be vigilant regarding maintaining the security of the Property against trespassers, poachers and vandals, and shall promptly notify the District and the proper authorities in such event. If User is provided access through locked gates, User must close and lock gates upon each entry and exit from the Property.
- g No structures (i.e.; buildings, fencing, etc.) or other alterations will be placed or constructed upon the Property without the District's prior written consent. All personal property placed upon the Property shall be at User's sole risk of loss. Upon termination, User's personal property and equipment not removed shall become the District's property and at the District's sole discretion may be removed, relocated or abandoned. Any authorized improvements that are affixed to the Property shall remain with the Property upon expiration of this SUA.
- h User will abide by all applicable governmental rules, regulations, ordinances and laws with respect to User's use of the Property. User is responsible for obtaining and paying for any and all permits necessary for the Use.
- i No hunting, illegal, offensive or immoral activities will take place on the Property.
- j Killing, molesting, or trapping of listed species may only be allowed with required state and federal permits. Unless expressly authorized herein, the harvest of any plant or plant material is prohibited.
- k User shall exercise due care against accidentally starting fires while on the Property and shall be liable for all damages caused by such fires. User must vacate the Property at first threat, warning or notice of a wildfire in the vicinity of the Property.
- l Dumping or placing of any garbage or refuse on the Property, except in authorized receptacles, is prohibited.

5. Additional Specific Conditions Applicable to Authorized Use of the Property

- a User must coordinate all aspects of its activities with the District's Land Manager for the Twelve Mile Swamp Conservation Area, Heather Venter, (phone) 386-972-6954, (e-mail) hventer@sjrwmd.com. User shall provide (72) hour advance notice to the Land Manager prior to each visit for non-emergency trimming via telephone or email.
- b User's vehicular access shall be limited to the approved area of use depicted on Exhibit "A."
- c User acknowledges that portions of the Property are within a Wildlife Management Area in which hunting may take place during the term of this Authorization. User is solely responsible for obtaining the dates and times from the Florida Fish & Wildlife Conservation Commission as the dates become available each year for the term of this Authorization. User assumes all risks associated with traversing the Wildlife Management Area on hunting dates.
- d User shall remove all objectionable debris in order to properly conduct the authorized activities.

- e Except as identified and approved by the Land Manager (on a case-by-case basis), no trees outside of the Property shall be damaged by the operations of the User. For any standing trees outside the Property damaged or removed by the User, the District will be compensated at twice the current stumpage value indicated for Region 1 in Timber Mart South.
 - f Roads, trails, and fire lines will be kept free debris resulting from User's activities. Any road, trail or firebreak used by User in connection with this Authorization that is damaged or injured beyond ordinary wear and tear shall be repaired promptly to its original condition at User's expense.
 - g User will repair any damage to the Property resulting from the use. All power and telephone lines, ditches, fences, cattle gaps, culverts, bridges and gates located within or immediately outside the Property shall be protected from damage by User's activities, and if damaged, shall be repaired immediately by User at its expense.
 - h The District retains the right to close the Property in inclement weather if damage is deemed by the Land Manager to be too severe, or any other occasions where the use of the Property is deemed unsafe.
 - i User shall maintain a high level of cleanliness on the Property at all times during authorized activities. All trash/garbage shall be contained and removed immediately following authorized activities. Failure to maintain cleanliness may lead to revocation of this Authorization and jeopardize User's future use of the Property.
6. **Duty of Care; Assumption of Risk of Injury.** By issuance of this SUA, the District assumes no duty of care with regard to User's safety while on the Property. User is under a duty to be vigilant for User's own safety as well as the safety of others. User understands and agrees that User is solely responsible for User's personal safety and the personal safety of all persons accompanying User on the Property or accessing the Property under User's direction. User is fully knowledgeable of the risks that are generally associated with traversing Property that is in a substantially natural condition and assume all such risks. User also assumes all risks associated with traversing District lands in a motor vehicle. User voluntarily assumes any other risks, of every kind whatsoever, whether natural or artificial, while conducting activities on the Property pursuant to this SUA.
7. **Recreational Use Immunity.** Pursuant to section 373.1395, F.S., the District is not under a duty to maintain the Property in a safe condition or give warning or any hazardous conditions, structures, or activities on the Property when the Property is being utilized without charge for recreational purposes. The District does not extend any assurance that the Property is safe for any purpose and is not responsible for any injury to persons or property caused by an act or omission of a person who goes on the Property.
8. **Hold District Harmless From Liability.** The District shall bear no financial expense or obligation whatsoever to the User or any third party as a result of this SUA. Nothing under the terms of this SUA or any use contemplated hereby shall render the District liable for property damage, personal injury or death resulting from the Use. User is solely responsible for bodily injury, death, property damage or loss, and all other claims or causes of action in law or equity whatsoever attributable to the activities of User, its licensees, or invitees, and to indemnify and hold the District harmless therefrom, including the District's costs and reasonable attorney's fees. User understands that this indemnity obligation includes any claims

based on partial or sole negligence, action or inaction of User, its licensees or invitees, and that the District shall in no case be subject to financial expense or obligation as a result of this SUA, including alleged or actual negligence by the District, its officers or employees.

9. **Insurance.** User shall, during the term of this SUA, maintain general liability insurance covering personal injury and property damage in a minimum amount of \$500,000 single limit liability and automobile liability insurance with minimum coverage of \$100,000 single limit liability. User shall obtain a certificate of insurance naming the District as an additional insured and produce evidence of such insurance upon request.
9. **Contractors.** User shall notify the District of any third party contractor(s) that will be accessing the Property under this SUA. Any such contractor(s) shall, during the term of this SUA, maintain a policy of general liability insurance covering personal injury and property damage in an amount not less than \$500,000. A certificate of insurance naming the District as an additional insured shall be presented prior to access by said contractor(s).
10. **Pollution.** The discharge of any fuel, oils, petroleum products, litter or other harmful materials that may result from User's use of the Property or other District land is prohibited. Should any harmful materials be discharged by User, the District shall be immediately notified. User is solely responsible for all costs associated with any resulting clean up and remediation.
11. **Non-waiver of District's Regulatory Authority.** No provision in this SUA shall be construed as a waiver of or contract with respect to the District's regulatory and permitting authority as it now or hereafter exists under applicable laws, rules and regulations.
12. **Non-Assignment.** User may not assign or transfer this SUA, in whole or in part, without the District's prior written consent.
13. **Notices.** All notices, consents, approvals, waivers and elections which any party is required to make or otherwise provides under this SUA shall be in writing and shall be deemed given and received on the date of mailing or transmission under any of the following: (i) mailed by certified mail, postage prepaid, return receipt requested; (ii) delivered by private parcel delivery services for which receipt is provided; (iii) sent via e-mail for which receipt is acknowledged. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth below.

(SIGNATURES ON THE NEXT PAGE)

St. Johns River Water Management District
PO Box 1429
Palatka, FL 32178-1429
Attention: Ray Bunton, Bureau Chief
Real Estate Services Division
386-329-4335
rbunton@sjrwmd.com

**St. Johns County, Florida, a political subdi-
vision of the State of Florida**
Sheri Lewis, Real Estate Coordinator
500 San Sebastian View
St. Augustine, FL 32084
904-209-0764
splewis@sjcfl.us

This SUA is executed on behalf of the District by its Executive Director, or duly authorized designee. User has executed this SUA by its duly authorized representative, and, if appropriate, has caused the seal of the corporation to be attached. This SUA may be executed in separate counterparts, which shall not affect its validity. Upon execution, this SUA constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This SUA cannot be changed by any means other than written amendment referencing this SUA and signed by all parties.

**ST JOHNS RIVER WATER MANAGEMENT
DISTRICT**

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

SUA based on conditions above is approved.

I agree to the conditions above and warrant that
I am authorized to sign on behalf of the User.

By: _____
Raymond B. Bunton Jr., Bureau Chief
Real Estate Services
Division of Water and Land Resources
(or Designee)

By: _____
Michael D. Wanchick
Title: County Administrator

Date: _____

Date: _____

Approved as to form and legality

By: _____
Office of General Counsel, SJRWMD

EXHIBIT "A" TO SPECIAL USE AUTHORIZATION

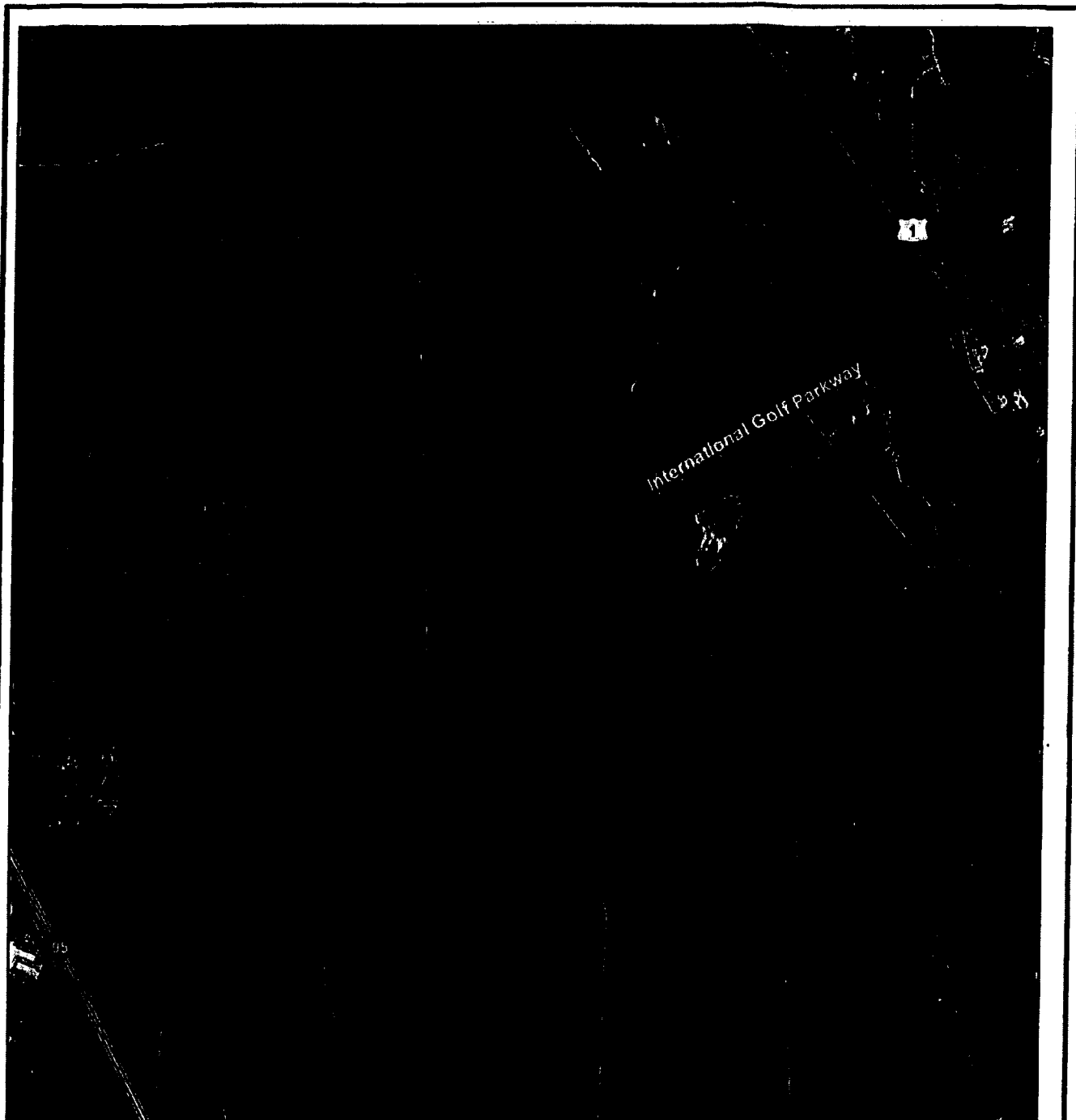




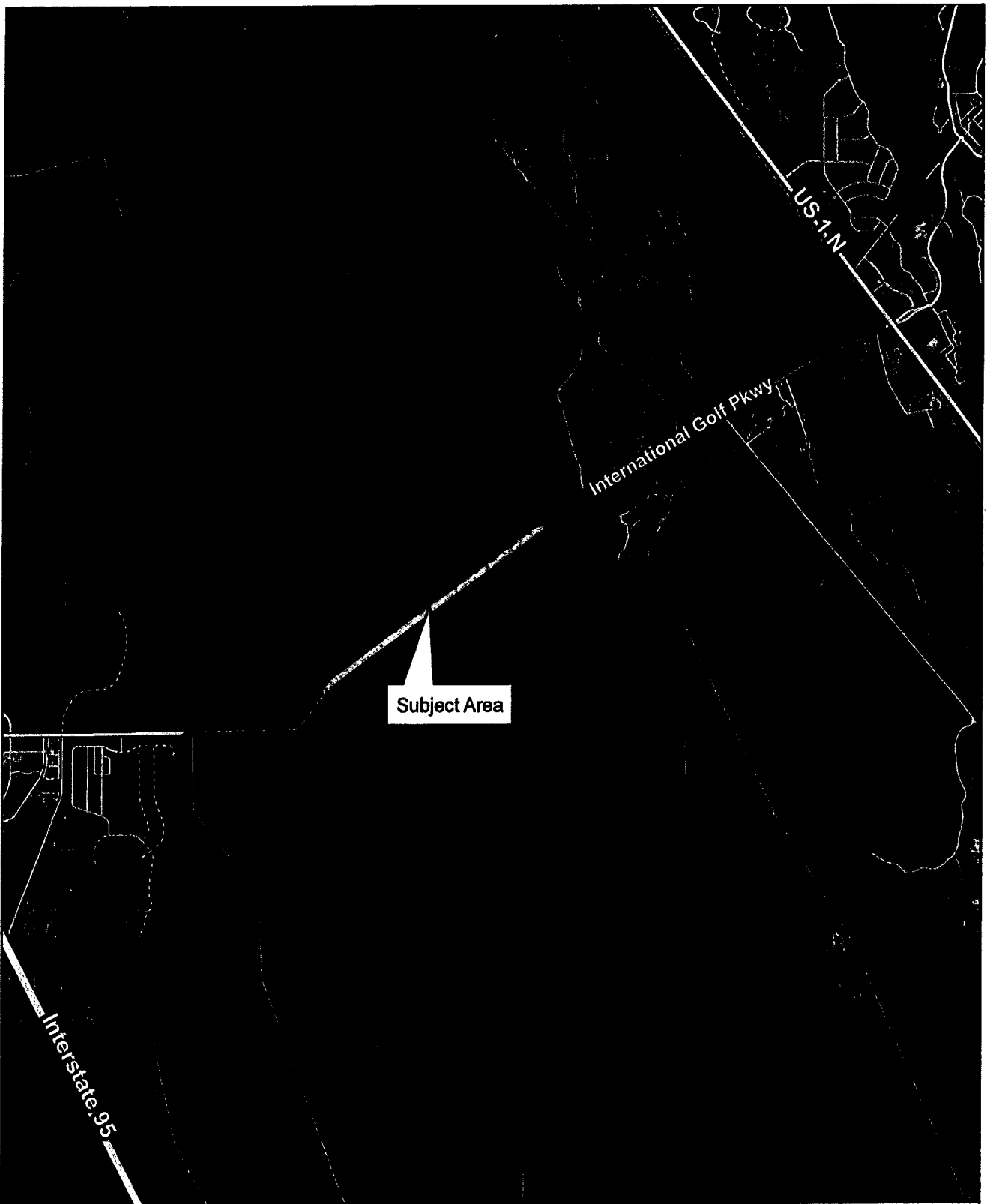
Exhibit "A"
Twelve Mile Swamp Conservation Area
St. Johns County Tree Trimming SUA

0 1,000 2,000 4,000 Feet
1:36000 N

 Twelve Mile Swamp Conservation Area

 Approved Area of Use

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (385) 329-4175.



Subject Area



2013 Aerial Imagery
0 1,000 2,000
Feet
April 21, 2016

International Golf Parkway

SJRWMD Special Use Authorization

Land Management
Systems
Real Estate
Division
(904) 209-0764

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 hereon.

