

RESOLUTION NO. 2021- 194

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A LICENSE AGREEMENT TO ALLOW USE OF ESCAMBIA RIGHT OF WAY TO CONSTRUCT AND INSTALL A PUBLIC PEDESTRIAN BEACH ACCESS AND DUNE CROSSING WALKOVER; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE LICENSE AGREEMENT ON BEHALF OF THE COUNTY; DIRECTING THE CLERK TO RECORD THE AGREEMENT IN THE PUBLIC RECORDS; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, Escambia Right of Way Public Beach Access Project, Inc. ("Escambia") seeks to construct and install a pedestrian beach access and dune crossing walkover that will be open to the public, to be located over a portion of the platted right-of-way of Escambia Street lying east of Broward Street; and

**WHEREAS**, Escambia has secured, or will secure, all applicable federal, state and local permits, licenses and approvals for the Right-of-Way Improvements; and

**WHEREAS**, Escambia desires the ability to, upon completion of the construction of the Right-of-Way Improvements, request acceptance of the Right-of-Way Improvements by the St. Johns County ("County"); and

**WHEREAS**, the County has agreed to allow the Right-of-Way Improvements to be constructed and installed within the County's Right-of-Way and to provide a procedure for Escambia to request, and the County to consider, acceptance of said improvements, subject to the terms, conditions, provisions and requirements of a License/Hold Harmless Agreement between the County and Escambia, attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, among other things, the License/Hold Harmless Agreement requires Escambia to make a one-time financial contribution reflecting future maintenance and operation costs and expenses for the Right-of-Way Improvements and to indemnify and hold the County harmless, to the extent allowed by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such construction and installation of the Right-of-Way Improvements; and

**WHEREAS**, entering into the License/Hold Harmless Agreement is in the best interest of the public and 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 into the body of this Resolution, and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves the terms, conditions, provisions and requirements of the License/Hold Harmless Agreement Between St. Johns County, Florida and Escambia Right of Way Public Beach Access Project, Inc., and authorizes the County Administrator, or designee, to execute the agreement in substantially the same form and format as attached.

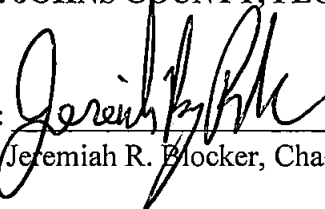
**Section 3.** The Clerk is instructed to record the original License/Hold Harmless Agreement in the public records of St. Johns County, Florida.

**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.

**Section 5.** This Resolution shall become effective immediately upon its adoption.

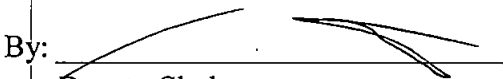
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 4 day of May, 2021.

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

By:   
Jeremiah R. Blocker, Chair

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

**RENDITION DATE** 5/6/21

By:   
Deputy Clerk



**LICENSE/HOLD HARMLESS AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY, FLORIDA  
AND  
ESCAMBIA RIGHT OF WAY PUBLIC BEACH ACCESS PROJECT, INC.**

**THIS LICENSE/HOLD HARMLESS AGREEMENT** ("Agreement") is made and entered by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida ("County"), whose address is 500 San Sebastian View, St. Augustine Florida, 32084, and ESCAMBIA RIGHT OF WAY PUBLIC BEACH ACCESS PROJECT, INC., a not-for-profit corporation established under applicable provisions of laws of the State of Florida ("Escambia"), whose address is 6465 Broward Street, St. Augustine, Florida 32080.

**WITNESSETH:**

**WHEREAS**, Escambia seeks to construct and install a pedestrian beach access and dune crossing walkover that will be open to the public, to be located over a portion of the platted right-of-way of Escambia Street lying east of Broward Street (the "County's Right-of-Way"), as more specifically described on **EXHIBIT A**, attached hereto and incorporated herein; and

**WHEREAS**, Escambia intends that the improvements to be constructed within the County's Right-of-Way include a footpath, dune crossing and other related improvements (collectively, the "Right-of-Way Improvements"); and

**WHEREAS**, Escambia has secured, or will secure, all applicable federal, state and local permits, licenses and approvals for the Right-of-Way Improvements; and

**WHEREAS**, Escambia desires the ability to, upon completion of the construction of the Right-of-Way Improvements, request acceptance of the Right-of-Way Improvements by the County; and

**WHEREAS**, the County has agreed to allow the Right-of-Way Improvements to be constructed and installed within the County's Right-of-Way and to provide a procedure for Escambia to request, and the County to consider, acceptance of said improvements, subject to the terms, conditions, provisions and requirements of this Agreement, including, among other things, Escambia's agreement to fund the cost of placement of parking signs along Broward Street, to make a one-time financial contribution reflecting future maintenance and operation costs and expenses for the Right-of-Way Improvements, and to indemnify and hold the County harmless, to the extent allowed by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such construction and installation of the Right-of-Way Improvements; and

**WHEREAS**, the parties hereto seek to enter into this Agreement to detail their respective duties and obligations associated with use of the County's Right-of-Way.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration as provided for herein, the receipt and sufficiency is hereby acknowledged,

the parties hereto now desire to enter into this Agreement and submit to the following terms:

**Section 1. Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement, and said recitals are adopted as findings of fact.

**Section 2. License.** Subject to the following terms and conditions, the County hereby grants to Escambia, its successors and assigns, contractors, invitees, and licensees, and Escambia hereby accepts, a non-exclusive license to enter onto the County's Right-of-Way to construct, access and use the County's Right-of-Way and, further, the County grants authorization for the public to have access to and across the County's Right-of-Way.

a. Escambia shall be solely responsible for all costs and expense of construction and installation of the Right-of-Way Improvements, and the costs and expenses of placement of parking signs along Broward Street by the County, and shall be the owner of the Right-of-Way Improvements for all purposes, provided said improvements shall be constructed and maintained for public use and subject to the provisions of subsection j., below.

b. Escambia acknowledges, understands and agrees that public use and access shall be permitted to the Right-of-Way Improvements and the County's Right-of-Way and that Escambia shall keep the Right-of-Way Improvements and the County's Right-of-Way free from any obstruction to, or interference with, public use and access, in accordance with the 2025 St. Johns County Comprehensive Plan, Objectives E.1.1 and F.1.1., and with Section 2 of the St. Johns County Beach Code, Ordinance No. 2007-19, as may be amended from time to time.

c. To the extent required by all applicable local, state and federal regulations, at its sole cost and expense, Escambia shall secure and maintain all permits, licenses and approvals necessary to construct, maintain and operate the Right-of-Way Improvements.

d. Prior to construction and installation of the Right-of-Way Improvements, Escambia shall submit a Right-of-Way Permit request to the County with construction plans signed and sealed by a Professional Engineer registered in the State of Florida, for those portions of the Right-of-Way Improvements proposed to be located on the County's Right-of-Way. The request shall be submitted to the St. Johns County Engineering Division for review to ensure compliance with all County permitting requirements applicable to County right-of-way improvements prior to construction and installation of the Right-of-Way Improvements.

e. Upon the County's approval of the Right-of-Way Permit, the terms and conditions contained therein shall be incorporated into and made part of this Agreement. No deviations between the work authorized by the permit and the work as completed in constructing the Right-of-Way Improvements shall be authorized, unless the County provides prior written approval, as may be required under County regulations. Failure to obtain the Right-of-Way Permit approval prior to completing any such deviations shall constitute cause for termination of this Agreement and revocation of County's grant of

license to complete and maintain the Right-of-Way Improvements.

f. The County reserves the right to inspect the Right-of-Way Improvements at any time it deems necessary to ensure that the Right-of-Way Improvements are constructed in accordance with the terms and conditions of this Agreement.

g. Escambia may install or construct signage pertaining to the Right-of-Way Improvements within the County's Right-of-Way, subject to meeting applicable County, state and permitting requirements. All signage must be approved in writing by the County prior to installation.

h. No portion of the Right-of-Way Improvements, including without limitation, landscaping, signage or any other improvements allowed under this Agreement, shall in any way impede or alter drainage, affect roadways or sight lines, or create any hazard or danger to public health, safety, or welfare.

i. Construction of the Right-of-Way Improvements shall be completed no later than one (1) year after receipt of all permits, licenses and approvals required by law. Any request by Escambia for an extension of time to complete construction of the Right-of-Way Improvements shall be provided in writing to the County at least sixty (60) days before the date noted above.

j. Upon completion of construction of the Right-of-Way Improvements, Escambia may request acceptance of the Right-of-Way Improvements by the County. Acceptance shall be at the sole discretion of the Board of County Commissioners of St. Johns County ("Board"). Nothing in this Agreement shall be interpreted as acceptance or ownership of the Right-of-Way Improvements by the County. In order for the Board to consider any request for acceptance of the Right-of-Way Improvements, Escambia shall provide the County with the following:

(i) An executed Bill of Sale for the Right-of-Way Improvements from Escambia to the County, in substantially the same form and format as attached hereto as **EXHIBIT B**;

(ii) An executed Final Release of Lien from the contractor for labor, services or materials, in substantially the same form and format as attached hereto as **EXHIBIT C**; and

(iii) An executed Warranty from the contractor in favor of the County, in substantially the same form and format as attached hereto as **EXHIBIT D**.

Upon acceptance of the Right-of-Way Improvements by the County, Escambia shall make a one-time financial contribution of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) to the County, reflecting future maintenance and operation costs and expenses for the Right-of-Way Improvements. The parties acknowledge, understand and agree that the use, appropriation and expenditure of such funds shall be at the sole discretion of the County for any legal purpose.

In the event the Board declines to accept the Right-of-Way Improvements, the County shall provide Escambia with written notice thereof. Unless otherwise agreed to by the parties in writing, no later than one hundred eighty (180) days after receipt of said notice, Escambia shall, at its sole cost and expense, completely remove the Right-of-Way Improvements from the County's Right-of-Way and return the County's Right-of-Way to its condition prior to construction and installation of the Right-of-Way Improvements.

k. The parties expressly stipulate that this Agreement is a license for permissive use only, and that any construction, installation, maintenance, repair or replacement of the Right-of-Way Improvements shall not operate to create or vest any property rights in the County's Right-of-Way to Escambia or its successors, assigns, officers, directors or any other person or entity.

l. For the duration of this Agreement, Escambia shall comply with all applicable local, state and federal laws, rules, regulations, orders and policies governing construction and installation of the Right-of-Way Improvements.

**Section 3. The County's Rights and Obligations Regarding Maintenance, Repair, Replacement, and Removal.** The parties acknowledge, understand and agree that nothing in this Agreement nor acceptance of the Right-of-Way Improvements by the County pursuant to Section 2.j, above, shall be construed to require the County to repair or replace said improvements, or any portion thereof, should they be destroyed or damaged beyond repair for any reason or cause whatsoever, or to perform any maintenance, repair or replacement of any portion of said improvements at all. The parties further acknowledge, understand and agree that the County reserves and maintains the right to remove all or any portion of said improvements at any time for any reason or cause whatsoever.

**Section 4. Indemnification.** Escambia shall indemnify, defend and hold the County, its officials, officers, employees, contractors, invitees and agents harmless from all claims (including tort-based, contractual, injunctive and/or equitable), losses (including personal and/or real), liability, damages, injuries, death, costs (including attorneys' fees), suits, and administrative actions arising out of, or in connection with, the exercise of the license rights granted herein, including but not limited to Escambia's construction and installation of the Right-of-Way Improvements. Nothing contained in this Agreement is intended to nor shall be construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statute, as amended, or other applicable statute, or of the County's sovereign immunity.

**Section 5. Insurance.** Escambia shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Escambia shall furnish proof of Insurance to the County prior to the commencement of work. The Certificate(s) shall clearly indicate Escambia has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include a waiver of subrogation in favor of the County and shall name the County as Additional Insured for all lines of coverage except Workers'

Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve Escambia of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

Escambia shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect Escambia from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by Escambia or by anyone directly employed by or contracting with Escambia.

Escambia shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law. If Escambia is not required to carry Workers' Compensation Insurance coverage as defined in Chapter 440, Florida Statutes, this requirement may be waived.

In the event of unusual circumstances, the County may adjust these insurance requirements.

**Section 6. Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the County: St. Johns County Parks and Recreation Department  
Attn: Doug Bataille, Director of Parks and Recreation  
2175 Mizell Road  
St. Augustine, Florida 32080

With Copies to: St. Johns County Office of County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084

St. Johns County Administration Officer  
Attn: Joy Andrews, Deputy County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084

If to Escambia: Escambia Right of Way Public Beach Access Project, Inc.  
Attn: Michael K. DeVaux  
7939 Broward Street  
St. Augustine, Florida 32080

**Section 7. General Terms and Conditions.**

a. **Term.** This Agreement shall be effective upon full execution by the parties,

and shall remain in effect until such time as (i) the construction and installation of the Right-of-Way Improvements has been completed, the Right-of-Way Improvements have been accepted by the County pursuant to Section 2.j, above, and the required Warranty has expired, or (ii) upon mutual consent of the parties in writing to terminate this Agreement.

b. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

c. Merger. This Agreement, all the attached exhibits and the Right-of-Way permit described above, constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

d. Amendments to Agreement. The County and Escambia acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both parties acknowledge that any amendments to this Agreement shall be in writing, and executed by authorized representatives of each party.

e. Relationship of the Parties. The parties agree that this Agreement does not and shall not be construed as or constitute an agency, partnership, joint venture or other fiduciary or confidential relationship between the County and Escambia.

f. No Third Party Beneficiaries. Both the County and Escambia expressly agree that nothing in this Agreement shall be construed to confer or infer third party beneficiary status or interest to any person or entity, including but not limited to the officers, directors, members, shareholders, and owners of Escambia, and the heirs, successors or assigns thereof.

g. Assignment. In light of the scope of and rationale for this Agreement, Escambia may not assign, transfer or sell any of its rights and obligations under this Agreement for construction of portions of the Right-of-Way Improvements on the County's Right-of-Way, without the express written approval by the County, which approval may not be unreasonably withheld. Should Escambia assign, transfer or sell any of the rights or obligations under this Agreement without the required prior written approval by the County, or should Escambia be dissolved or otherwise cease to operate or exist, this Agreement shall be deemed to be automatically terminated and the license described herein automatically revoked, without further notice or action required by the County.

h. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Florida Statutes, Chapter 119), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

i. Enforcement. A default by either party under this Agreement shall entitle



the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

j. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

k. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

l. Survivability. Any term, condition, covenant or obligation, which requires performance by a party subsequent to the termination of this Agreement, shall remain enforceable against such party subsequent to such termination.

m. Construction. This Agreement is the result of the negotiations among and between the County and Escambia such that all parties have contributed materially and substantially to its preparation, and shall not be construed more strictly against one party than the other.

n. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

o. Authority to Execute. Each party covenants to the other party/parties that it has lawful authority to enter into this Agreement, and has authorized its execution by the representative named below.

p. Recording. This Agreement shall be recorded in the St. Johns County public records.

IN WITNESS WHEREOF, the County and Escambia have each caused this Agreement to be executed and delivered as of the date indicated below.

ATTEST: Brandon Patty, Clerk of the Circuit Court & Comptroller ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Hunter S. Conrad, County Administrator

Date: \_\_\_\_\_, 2021

Legal Review:

\_\_\_\_\_  
County Attorney

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Hunter S. Conrad as County  
Administrator for St. Johns County, Florida.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

WITNESSED:

ESCAMBIA RIGHT OF WAY PUBLIC  
BEACH ACCESS PROJECT, INC.,  
a not-for-profit Florida corporation

Alex Whitehead  
Print Name: Alex Whitehead

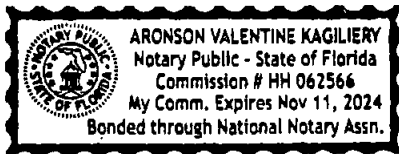
By: \_\_\_\_\_  
Print: Margaret Mangum  
Title: Margaret Mangum

Anna Kagilery  
Print Name: Anna Kagilery

Date: May 5<sup>th</sup>, 2021

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 5 day of May, 2021, by  
as \_\_\_\_\_ for  
Escambia Right of Way Public Beach Access Project, Inc., a not-for-profit Florida corporation.



[Signature]  
Notary Public  
My Commission Expires: 11/11/24

Personally Known or Produced Identification  
Type of Identification Produced

**EXHIBIT A**

**Legal Description (County right-of-way)**

All that portion of the platted right-of-way of Escambia Street lying east of Broward Street, being part of Ocean Grove as recorded in Map Book 3, page 95, of the public records of St. Johns County, Florida.

**EXHIBIT B**

**BILL OF SALE**  
**RIGHT-OF-WAY IMPROVEMENTS**



**BILL OF SALE  
RIGHT-OF-WAY IMPROVEMENTS**

ESCAMBIA RIGHT OF WAY PUBLIC BEACH ACCESS PROJECT, INC. (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to St. Johns County, Florida, a political subdivision of the State of Florida, the following personal property:

See Exhibit A "Schedule of Values" for the right-of-way improvements, including a footpath, dune crossing and other related improvements, located within that portion of the platted right-of-way of Escambia Street lying east of Broward Street, being part of Ocean Grove as recorded in Map Book 3, page 95, of the public records of St. Johns County, Florida.

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

**IN WITNESS WHEREOF**, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this \_\_\_ of \_\_\_\_\_, 20\_\_.

**WITNESS:**

**OWNER:**

\_\_\_\_\_  
Witness Signature

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

Print: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for Escambia Right of Way Public Beach Access Project, Inc., a not-for-profit Florida corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

**Exhibit "A"**  
**Schedule of Values**

**(Contractor's Name)**

**Price per linear foot \$ \_\_\_\_\_ Total price: \$ \_\_\_\_\_**

**Total Investment - \_\_\_\_\_**

**EXHIBIT C**

**FINAL RELEASE OF LIEN  
RIGHT-OF-WAY IMPROVEMENTS**



**FINAL RELEASE OF LIEN**

**RIGHT-OF-WAY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum \$ \_\_\_\_\_ hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through \_\_\_\_\_ to Escambia Right of Way Public Beach Access Project, Inc. to the following described property:

See Exhibit "A" for "Schedule of Values" for the right-of-way improvements, including a footpath, dune crossing and other related improvements, located within that portion of the platted right-of-way of Escambia Street lying east of Broward Street, being part of Ocean Grove as recorded in Map Book 3, page 95, of the public records of St. Johns County, Florida.

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

**IN WITNESS WHEREOF**, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this \_\_\_ of \_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Lienor's Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Print Lienor's Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced



**EXHIBIT D**

**WARRANTY**  
**RIGHT-OF-WAY IMPROVEMENT**



**WARRANTY**  
**RIGHT-OF-WAY IMPROVEMENTS**

Date: \_\_\_\_\_

Project Title: Escambia Right-of-Way Public Beach Access Project  
St. Johns County, Florida

FROM: \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Street Address, City, State Zip

TO: St. Johns County Parks & Recreation Department  
2175 Mizell Road  
St. Augustine, Florida 32080

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

**Contractor:**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Print Contractor's Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ for

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced