

**RESOLUTION NO. 2024-132**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR TO EXECUTE A TEMPORARY LICENSE FOR CONSTRUCTION AND OTHER ACCESS ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, the St. Johns County School Board (“School Board”) has executed a Temporary License for Construction and Other Access, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, granting temporary non-exclusive access and use of an area for the installation, maintenance and operation of underground storm water services; and

**WHEREAS**, St. Johns County (“County”) has begun initial clearing and grubbing work to construct the County Road 2209 right of way, also known as St. Johns Parkway, including the associated easements and storm water ponds that serve County Road 2209; and

**WHEREAS**, the School Board has constructed a fence within an existing drainage and access easement to a county-owned future storm water pond site, lying north of the School Board property commonly known as Toco Creek High School; and

**WHEREAS**, the School Board and the County are drafting a permanent drainage easement over lands located outside the fenced area of the school site in the same location as the Temporary License for Construction and Other Access; and

**WHEREAS**, in order for the County to avoid delay or additional costs in the construction of County Road 2209, the Temporary License for Construction and Other Access is necessary to permit the County the immediate access needed for clearing and grubbing of the future storm water areas.

**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 approving the terms and authorizing the Chair to execute a Temporary License for Construction and Other Access on behalf of the County.

Section 3. 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 4. The Clerk of the Court is instructed to record the original Temporary License for Construction and Other Access in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners this 2nd day of April, 2024.

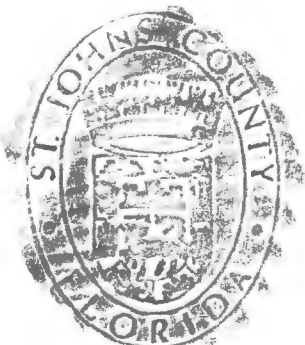
**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Sarah Arnold, Chair

Rendition Date: APR 03 2024

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

Crystal Smith  
Deputy Clerk



Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

## TEMPORARY LICENSE FOR CONSTRUCTION AND OTHER ACCESS

THIS LICENSE executed and given this \_\_\_\_ day of \_\_\_\_\_, 2024 by **SCHOOL BOARD OF ST. JOHNS COUNTY FLORIDA**, with an address of 40 Orange Street, St. Augustine, Florida 32084, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

### RECITALS

It is the purpose of this License to immediately grant a temporary non-exclusive access license over, on, under, upon, and across the License Property as shown on **Exhibit A** to allow the Grantee to install and to maintain the below defined New Line, prior to the parties' relocating the existing stormwater line across the License Property (the "Existing Line") to the new location also shown on **Exhibit A** (the "New Line"), to connect the New Line with its relocated terminus on the property described on **Exhibit A**, all of which Grantee shall be authorized to perform in reasonable coordination with Grantor. Time is of the essence, so the parties enter into this License to allow Grantee to immediately install the New Line, to be followed by a formal easement depicted as "PROP. DRAINAGE EASEMENT" on **Exhibit A** and termination of prior easement, which is depicted as "EXIST. DRAINAGE & ACCESS EASEMENT" on **Exhibit A** to confirm the relocation, in the ordinary course.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

Grantor does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee a non-exclusive temporary license to install, construct, operate, maintain, repair, replace and remove stormwater lines and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground stormwater services (hereinafter referred to as "Stormwater Lines and Associated Equipment") over, under, upon and through the real property depicted as "PROP. DRAINAGE EASEMENT" on **Exhibit A**, legally described on **Exhibit B**, and depicted as the "DRAINAGE & ACCESS EASEMENT" on **Exhibit C** (the "License Area"); together with rights of ingress and egress to access the License Area as necessary for the use and enjoyment of the License herein granted. This License is for stormwater only and does not convey any right to install any other utilities, such as but not limited to cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, and Grantee's successors and assigns, for the purposes aforesaid. Said Grantor is lawfully seized of the License Area in fee simple, and thereby has the authority to grant said License.



The License herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the License Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the License Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

(b) All Stormwater Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the License Area, provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The License may be relocated to a location acceptable to the Grantee at any time upon Grantor's request, provided that Grantor bears the cost of relocating the underground stormwater lines and facilities located within the License Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the License hereby granted to the new License Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the License rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of educational and related improvements constructed upon the adjacent property owned by Grantor.

1. The Grantee shall maintain the Stormwater Lines and Associated Equipment within the License.

2. After any installation, construction, repair, replacement or removal of any Stormwater Lines and Associated Equipment as to which License rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, and Grantee shall be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of stormwater lines or equipment. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

3. This License shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

4. Notwithstanding the presumption of revocability of a license, the Parties acknowledge this Temporary License shall be irrevocable during the below-described Term, absent material default by Grantee that is not cured, or reasonable steps taken to cure, within fifteen (15) days after written notice by Grantor. This License shall remain in full force and effect until the earlier of: (a) recording of a forty (40) foot utility easement agreement over the relocated line; or (b) within two (2) years from the date of this License is fully executed, unless otherwise extended in writing by both Grantor and Grantee (the "Term"). This License may be amended, altered, released or revoked only by written agreement among the Parties or their assigns or successors-in-interest. This License shall not be filed in the public records of St. Johns County, Florida.

5. For the purposes of the terms and conditions of this License, "Grantor" means the owner from time to time of the License Area or any part thereof.

6. Both Grantor's and Grantee's liabilities under this License and implementation thereof are limited by s. 768.28, Fla. Stat. Neither Grantor nor Grantee waives sovereign immunity by entering into this License.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

SCHOOL BOARD OF ST. JOHNS  
COUNTY, FLORIDA

Witness Signature

Nicole L. Culledge  
Print Name

Print Name: James Forson

Title: James Forson, Superintendent

Nicole Culledge

SJCSD 40 Orange St.  
Witness Address REQUIRED BUSINESS OR PERSONAL  
St. Augustine, FL 32084

[Signature]  
Witness Signature

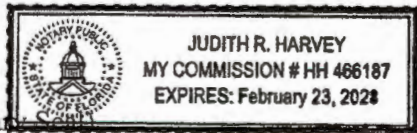
BRENNAN ASPZEW  
Print Name

SJCSD 40 Orange St

St. Augustine, FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18<sup>th</sup> day of March, 2024, by James Forson, on behalf of SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, who is personally known to me or has produced — as identification.



(Notary Seal)

Notary Public: Judith R. Harvey  
My Commission Expires: 2/23/28

IN WITNESS WHEREOF, Grantee has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

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

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

\_\_\_\_\_  
Sara Arnold, Chair of the St. Johns County Board of County Commissioners

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

\_\_\_\_\_  
Witness Address **REQUIRED** BUSINESS OR PERSONAL

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

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

\_\_\_\_\_  
Witness Address **REQUIRED** BUSINESS OR PERSONAL

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

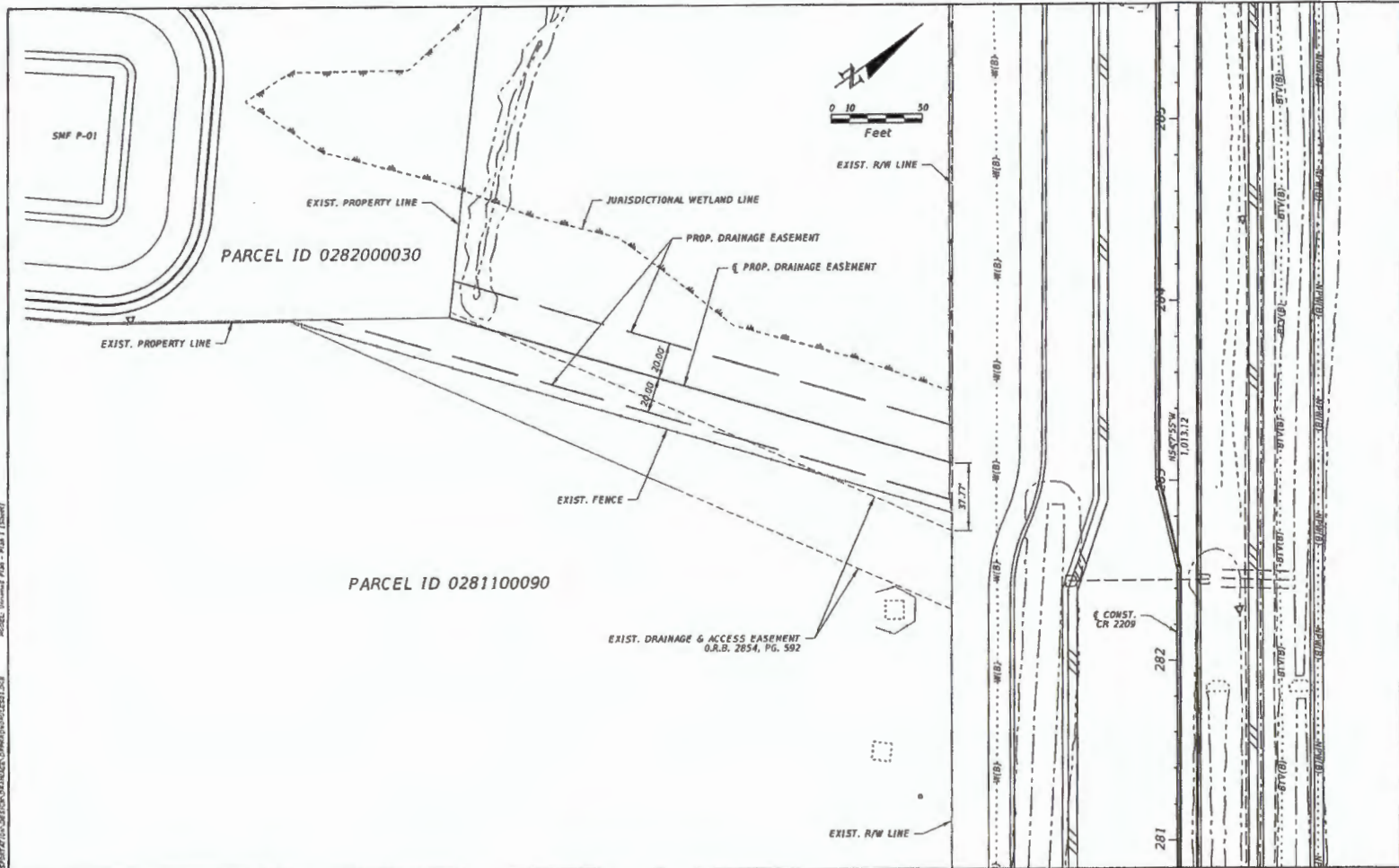
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Sarah Arnold, Chair of the St. Johns County Board of County Commissioners, on behalf of ST. JOHNS COUNTY, FLORIDA, who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

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

**EXHIBIT "A"**





2/20/2023 11:28:26 AM 8/14/17  
 C:\Users\jwalk\OneDrive\Documents\0281100090\0281100090.dwg  
 Model: Invariant Plot - Plot 1 (Sheet)

		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

**ETM**  
 Engineering & Technical Management  
 225 West Main Street  
 Tallahassee, FL 32301  
 Phone: 904-209-1111  
 Fax: 904-209-1112  
 Registry #0001 10-000210  
 CHASE WALKERSON (License No. 0024)

St Johns County		
DATE	COUNTY NO.	ETM NO.
OCT 2023		21348

**CR 2209 EXTENSION  
 EASEMENT EXHIBIT**

SHEET NO.
PLAN 1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61015-23.004, F.A.C.

**EXHIBIT "B"**

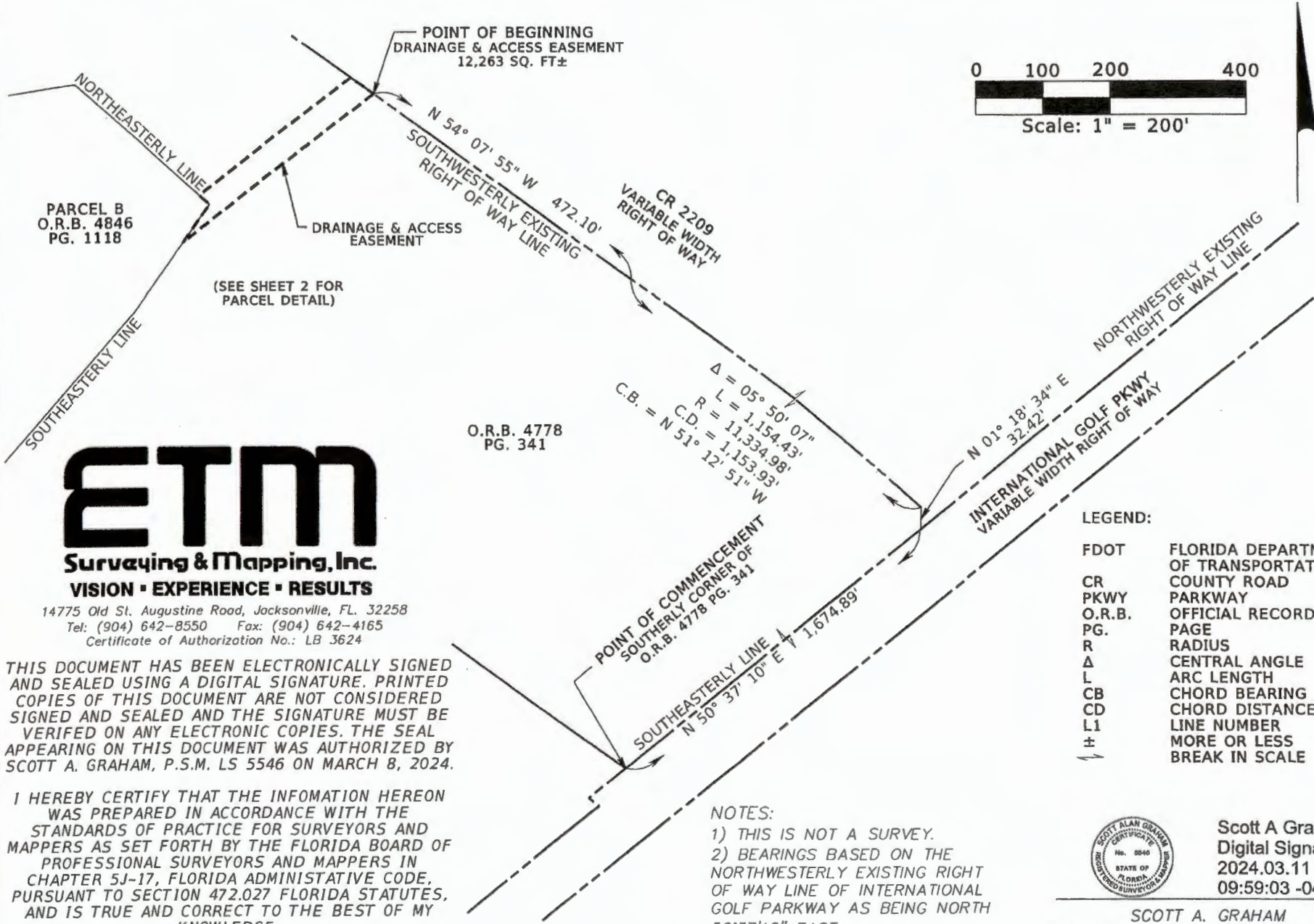
**LICENSE AREA**

A 40-foot drainage easement being 20 feet either side of a centerline. Said drainage easement centerline will be located 37.77 feet, as measured along the right of way of CR 2209, north of the north line of the existing drainage easement as described as Parcel "B" on Exhibit "B" of that certain Drainage and Access Easement recorded in Official Records Book 2854, page 592 of the public records of St. Johns County, Florida; thence extending southerly to the northeast corner of that certain pond parcel described as Pond A on Exhibit "A" to that certain Drainage and Access Easement recorded in Official Records Book 2854, page 592, all of the public records of St. Johns County, Florida.

EXHIBIT "C"

# SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



PARCEL B  
O.R.B. 4846  
PG. 1118

(SEE SHEET 2 FOR  
PARCEL DETAIL)

O.R.B. 4778  
PG. 341

$\Delta = 05^\circ 50' 07''$   
 $L = 1,154.43'$   
 $R = 11,334.98'$   
 $C.D. = 1,153.93'$   
 $C.B. = N 51^\circ 12' 51'' W$

**ETM**  
**Surveying & Mapping, Inc.**  
**VISION • EXPERIENCE • RESULTS**

14775 Old St. Augustine Road, Jacksonville, FL. 32258  
 Tel: (904) 642-8550 Fax: (904) 642-4165  
 Certificate of Authorization No.: LB 3624

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SCOTT A. GRAHAM, P.S.M. LS 5546 ON MARCH 8, 2024.

I HEREBY CERTIFY THAT THE INFORMATION HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

**NOTES:**

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY AS BEING NORTH 50°37'10" EAST.

**LEGEND:**

FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CR	COUNTY ROAD
PKWY	PARKWAY
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R	RADIUS
$\Delta$	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
L1	LINE NUMBER
$\pm$	MORE OR LESS
$\rightarrow$	BREAK IN SCALE



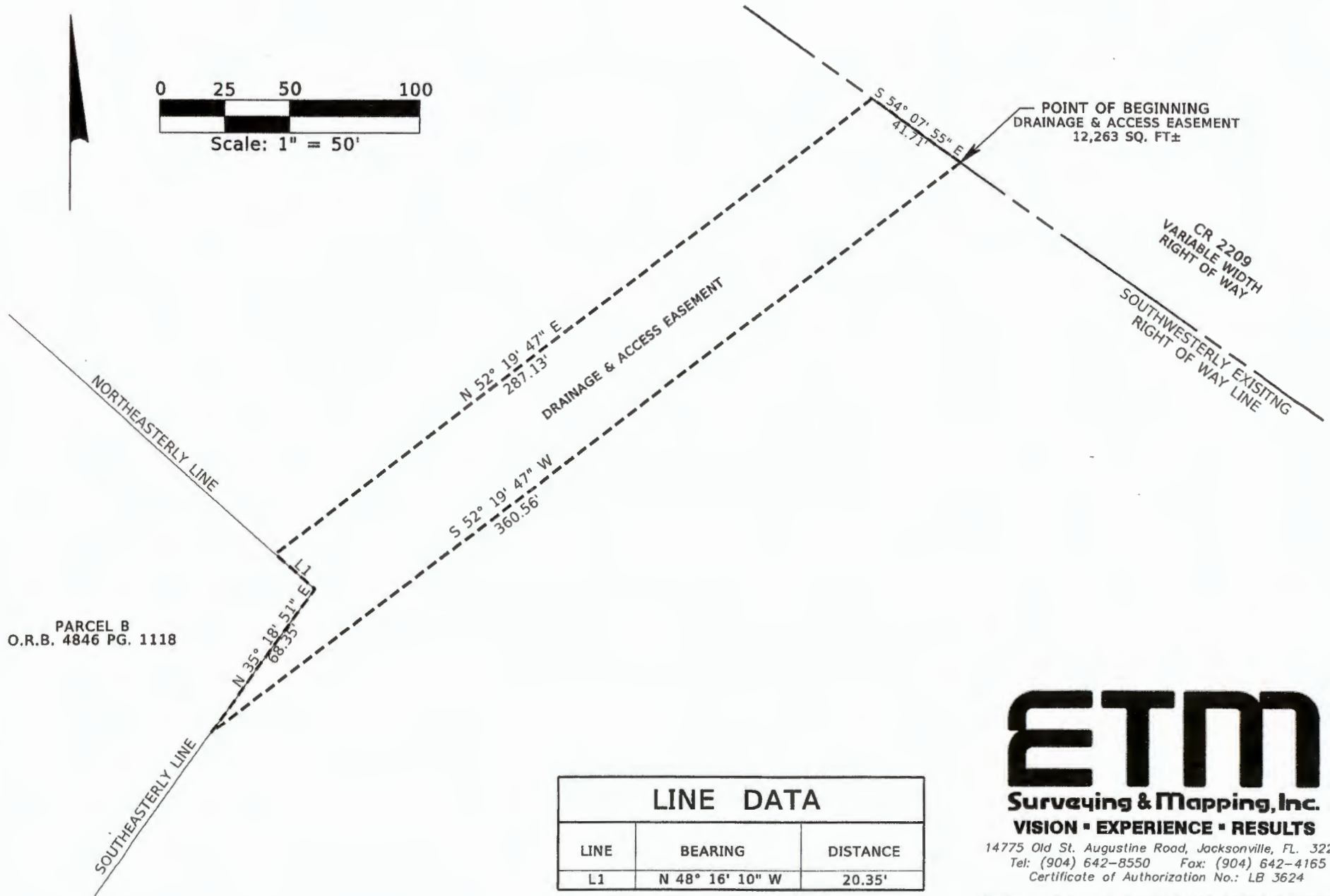
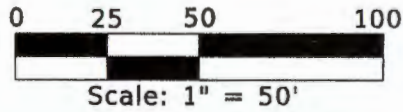
Scott A Graham  
 Digital Signature  
 2024.03.11  
 09:59:03 -04'00'

SCOTT A. GRAHAM  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA CERTIFICATE No. LS 5546



### SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



PARCEL B  
O.R.B. 4846 PG. 1118

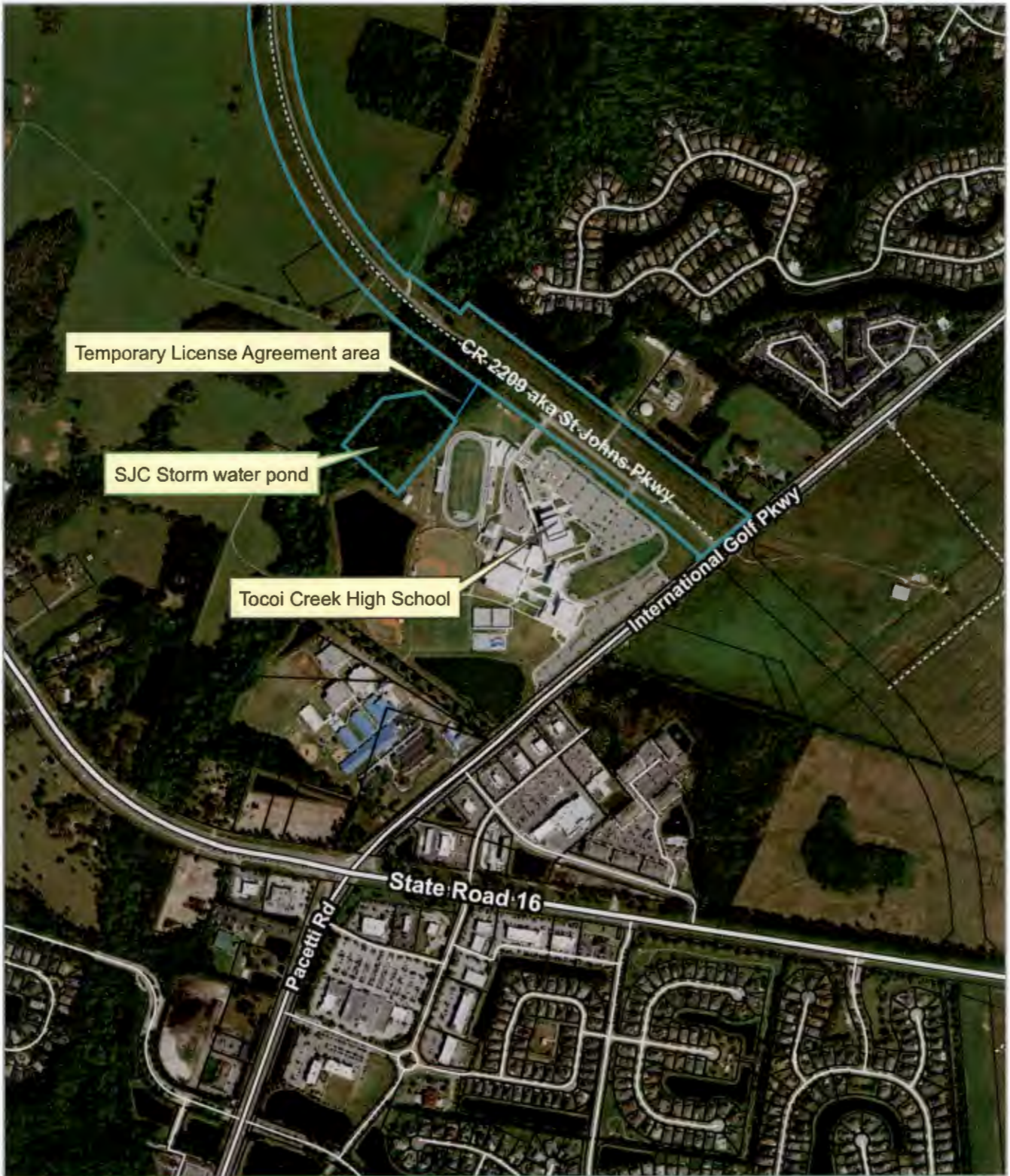
LINE DATA		
LINE	BEARING	DISTANCE
L1	N 48° 16' 10" W	20.35'

# ETM

**Surveying & Mapping, Inc.**  
VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL. 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624





2023 Aerial Imagery

Date: 3/8/2024

Temporary License  
for Construction and  
Other Access  
to serve CR 2209



Land Management  
Systems  
(904) 209-0760

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.