RESOLUTION NO. 2026-354

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE CHAIR, OR DESIGNEE, TO EXECUTE THREE EASEMENTS BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND ST. JOHNS COUNTY FOR STATE LANDS NECESSARY FOR BEACH RESTORATION PROJECTS.

WHEREAS, St. Johns County was granted three certain Use Agreements for State Lands within the areas of beach restoration projects. Those Use Agreements have expired, and the State now requires the County to enter into three separate 20-year Easement agreements between the Board Of Trustees of The Internal Improvement Trust Fund for the State of Florida and St. Johns County for the ability to transport and place sand onto those State Lands as necessary for beach restoration; and

WHEREAS, the Board of County Commissioners of St. Johns County, Florida, approved the request for the Easements by adoption of Resolution 2025-194 on June 17th, 2025; and

WHEREAS, The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has presented those Easements to the County for execution by the Chair, or designee, attached hereto as ***Exhibit "A", Exhibit "B",*** and ***Exhibit "C"***, incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of St. Johns County to execute and enter into these Easement agreements for the health, safety and welfare of its citizens.

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 approves and authorizes the Chair, or designee, to execute the easements shown in ***Exhibit "A", Exhibit "B"***, and ***Exhibit "C"***.

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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of November, 2026.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Rendition Date NOV 03 2026

By: Clay Murphy
Clay Murphy, Chair

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

By: Crystal Smith
Deputy Clerk



This Easement was prepared by:
Jay Sircy,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. 51261

OAE1
[+/- 0.8 acres]

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

EASEMENT

Easement Number 33672

THIS EASEMENT is 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, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property;

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for access and transportation and placement of sand above the mean high-water line as part of a beach nourishment project; and

WHEREAS, the GRANTOR has agreed to the proposed use of the land subject to 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)(the "Easement Area")

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 a period of **20** years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE**: During the term of this easement, use of the Easement Area shall be limited to access and transportation and placement of sand above the mean high-water line as part of a beach nourishment project. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across 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 Easement Area 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 Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, 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, 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 Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the commencement date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

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**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as 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. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

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 there above.

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.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

Signature:_____

Printed Name:_____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature:_____

Printed Name:_____

Address:3800 Commonwealth Blvd

Tallahassee, FL 32399

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

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by ___ physical presence or ___ online notarization this _____ day of _____, 20___, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Approved Subject to Proper Execution:

BY: _____ 10-20-2026
DEP Attorney Date

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:_____

Commission/Serial No._____

WITNESSES:

Signature:_____

Printed Name:_____

Address: _____

_____

Signature:_____

Printed Name:_____

Address:_____

_____

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida
By its Board of County Commissioners

(SEAL)

BY: _____
Clay Murphy, Chair

"GRANTEE"

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____,20____, by Clay Murphy, as Chair, for and on behalf of St. Johns County, Florida, a political subdivision of the State of Florida. He is personally known to me or who has produced _____, as identification.

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:_____

Commission/Serial No._____

#0791

EXHIBIT "A"

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1st day of April, 1998, between the **DEPARTMENT OF ENVIRONMENTAL PROTECTION**, of the State of Florida, party of the first part, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose post office address is 3900 Commonwealth Boulevard, Tallahassee, FL 32399-3000, party of the second part.

WITNESSETH That the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has released, remised and quitclaimed, and by these presents does hereby remise, release and quitclaim unto the said party of the second part, its successors and assigns forever, all the right title, interest, claim and demand which the said party of the first part has in and to the following described land, situate, lying and being in St. Johns County, Florida, to wit:

COPY

Parcel 31-1, Vilano Beach subdivision, more particularly described as: The South 100 feet of the South 200 feet of the following described property: a tract of land in Government Lot 2 of Section 32, Township 6 South, Range 30 East, described as commencing at the Southeast corner of Government Lot 1 of Section 5, Township 7 South, Range 30 East, show as PRM on Plat of Surfside,

Recorded in Public Records St. Johns County, FL
Clerk# 98018586 O.R. 1315 PG 958 09:10AM 05/01/1998
Recording $17.00 Surcharge $2.50

recorded in Plat Book 4, Page 32 of the St. Johns County Public Records; thence North along the East line of said Lot 1, 318 feet to a concrete monument at its intersection with the West line of Coastal Highway, as shown on said Plat; thence Northeasterly at right angles to the West line of said Coastal Highway, also known as State Road No. 140, 66 feet to the East line of said Road No. 140; thence Northwesterly along the East line of said State Road 140, parallel to and 33 feet from its center line, 2,836.4 feet to the North line of a 30 foot strip reserved for Public Road, and the POINT OF BEGINNING of tract herein conveyed; thence continue along the East line of said State Road, 400.00 feet; thence Northeasterly at an angle of 88°49', to the right of said road, 125.00 feet more or less to the Atlantic Ocean; thence Southeasterly along the Atlantic Ocean, 400.00 feet as measured on a line parallel to State Road 140, being the North line of said 30 foot road reservation; thence Southwesterly 400 feet from and parallel to the North line of said Tract, 125 feet more or less to the POINT OF BEGINNING.

COPY

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, party of the first part has hereunto duly executed this deed the day and year first above written.

Signed, sealed and delivered
in our presence:

DEPARTMENT OF ENVIRONMENTAL PROTECTION

F. Perry Odom
Signature of Witness

By: Virginia B. Wetherell
Virginia B. Wetherell
Secretary
Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

F. Perry Odom
Printed/Typed witness name

Nivea I. Pugh
Signature of Witness

Nivea I. Pugh
Printed/Typed witness name

COPY

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 1st day of April, 1998 by VIRGINIA B. WETHERELL, Secretary, on behalf of the DEPARTMENT OF ENVIRONMENTAL PROTECTION. She is personally known to me.

Nivea I. Pugh
Notary Public

Nivea I. Pugh
MY COMMISSION # CC631534 EXPIRES
February 12, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Printed, Typed or Stamped Name
of Notary Public

My Commission expires: 2000

This instrument was prepared by:
L. Kathryn Funchess, Asst. General Counsel
Department of Environmental Protection
3900 Commonwealth Blvd.
Mail Station 35
Tallahassee, FL
(850)488-9730

COPY

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1st day of April, 1998, between the **DEPARTMENT OF ENVIRONMENTAL PROTECTION**, of the State of Florida, party of the first part, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose post office address is 3900 Commonwealth Boulevard, Tallahassee, FL 32399-3000, party of the second part.

WITNESSETH That the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has released, remised and quitclaimed, and by these presents does hereby remise, release and quitclaim unto the said party of the second part, its successors and assigns forever, all the right title, interest, claim and demand which the said party of the first part has in and to the following described land, situate, lying and being in St. Johns County, Florida, to wit:

COPY

Parcel 30, Vilano Beach subdivision, more particularly described as: The North 200 feet of the following described land: a tract of land in Government Lot 2 of Section 32, Township 6 South, Range 30 East, described as commencing at the SE corner of Government Lot One (1) of Section 5, Township 7 South, Range 30 East, shown as PRM on Plat of Surfside, recorded in

Recorded in Public Records St. Johns County, FL
Clerk# 98018587 O.R. 1315 PG 962 09:10AM 05/01/1998
Recording $17.00 Surcharge $2.50

Plat Book 4, Page 32, St. Johns County Records; thence North along the East line of said Lot One (1), 318 feet to a concrete monument at its intersection with the West line of Coastal Highway as shown on said Plat; thence Northeasterly at right angles to the West line of said Coastal Highway, also known as State Road No. 140, 66 feet to the East line of said Road No. 140; thence Northwesterly along the East line of said State Road 140, parallel to and 33 feet from its center line, 2,836.4 feet to the North line of a 30 foot strip reserved for public road and POINT OF BEGINNING of tract herein conveyed; thence continue along the East line of said State Road, 400.00 feet; thence Northeasterly at an angle of 88°49', to the right of said road, 125.00 feet more or less to the Atlantic Ocean; thence Southeasterly along the Atlantic Ocean, 400.00 feet as measured on a line parallel to State Road 140, being the North line of said 30 foot road reservation; thence Southwesterly 400 feet from and parallel to the North line of said Tract, 125 feet more or less to the POINT OF BEGINNING. LESS AND EXCEPT the North 100 feet as described in Deed Book 259, page 361 Public Records of St. Johns County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, party of the first part has hereunto duly executed this deed the day and year first above written.

Signed, sealed and delivered
in our presence:

DEPARTMENT OF ENVIRONMENTAL PROTECTION

F. Perry Odom
Signature of Witness

By: Virginia B. Wetherell
Virginia B. Wetherell
Secretary
Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

F. Perry Odom
Printed/Typed witness name

Nivea I. Pugh
Signature of Witness

Nivea I. Pugh
Printed/Typed witness name

COPY

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 1st day of April, 1998 by VIRGINIA B. WETHERELL, Secretary, on behalf of the DEPARTMENT OF ENVIRONMENTAL PROTECTION. She is personally known to me.

Nivea I. Pugh
Notary Public

Nivea I. Pugh
MY COMMISSION # CC694[illegible] EXPIRES
February 12, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Printed, Typed or Stamped Name of Notary Public

My Commission expires: 2000

This instrument was prepared by:
L. Kathryn Funchess, Asst. General Counsel
Department of Environmental Protection
3900 Commonwealth Blvd.
Mail Station 35
Tallahassee, FL
(850)488-9730

COPY

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



Subject Parcels

0 100 200 400

Feet

N

Easement 33672

St. Johns County, Florida

File Location: W:\Counties_GIS\St. Johns\Easements\Easement_No_33672
Date Saved: 7/10/2025 1:12 PM

This Easement was prepared by:
Jay Sircy,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. 51262

OAE1
[+/- 33.69 acres]

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

EASEMENT

Easement Number 33673

THIS EASEMENT is 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, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed as part of Anastasia State Park ("Park") by the State of Florida Department of Environmental Protection, Division of Recreation and Parks under Lease Number 3608 ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for access and transportation and placement of sand above the mean high-water line as part of a beach nourishment project; and

WHEREAS, the GRANTOR has agreed to the proposed use of the land subject to 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)(the "Easement Area")

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 a period of 20 years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE**: During the term of this easement, use of the Easement Area shall be limited to access and transportation and placement of sand above the mean high-water line as part of a beach nourishment project. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across 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 Easement Area 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 Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, 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, 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 Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the commencement date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

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**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as 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. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

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 there above.

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:

A. GRANTEE shall meet for a pre-work conference with the manager of the Park ("Park Manager") within two (2) weeks after the project has been awarded and weekly meetings during the sand placement and dredging to discuss these and any other issues that may arise, including visitor safety, and resource management.

B. GRANTEE shall notify the Park Manager at least three (3) weeks prior to mobilizing equipment and piping so that the protected Anastasia Island Beach Mouse trapping can be completed in the impacted areas.

C. GRANTEE shall notify the Park Manager twenty-four (24) hours in advance before commencing pumping operations or changing staging areas.

D. GRANTEE shall meet with the Park Manager regarding after-hour permits for entering the Easement Area after Park operating hours.

E. GRANTEE shall assist with the protection of Park facilities, natural communities, and other natural resources by accessing the Park at the points designated by the Park Manager and driving only on those areas of beach as identified by the Park Manager.

F. GRANTEE shall keep fuel and other poisonous, hazardous, or flammable liquids, and powders in a double walled container with a catch basin, and conduct refueling operations within approved staging area only.

G. GRANTEE shall establish a safe zone by providing signage and fencing as needed to prevent access to the Easement Area worked by heavy equipment.

H. GRANTEE shall follow the Park Manager's instructions concerning Park rules with special regards to protection of the Park's plants, animals, vehicular traffic and visitors. Take all necessary safety measures as determined by the Park Manager to ensure the safety of Park visitors during all dredging and fill processes.

I. GRANTEE shall provide and maintain crossings for vehicular and pedestrian access over sections of the Easement Area, if needed. The number of crossings and locations will be determined on site by GRANTEE and the Park Manager prior to the project award. However, once the project has begun, additional crossings or underpasses for shorebirds may

be required, if shorebirds nest and fledge their young on the landward side of the Easement Area. GRANTEE agrees to cooperate with the Park Manager to determine where the additional crossings and underpasses will go.

J. GRANTEE shall work cooperatively with the Park Manager and the managing agency's district biologists to resolve issues regarding safety, access, or environmental concerns resulting from this project.

K. GRANTEE shall not undertake any activity within 200 feet of nesting shorebirds, including, but not limited to, least terns and Wilson's plovers.

L. Prior to laying the pipeline or storing materials and equipment on the Easement Area, GRANTEE shall survey between the frontal dune and Salt Run in the vicinity of proposed pipeline placement or stockpile areas to document existing grade and vegetation. Damages caused by the installation or removal of the pipeline, or by breach of the pipeline during sediment pumping operations, shall be restored by GRANTEE with all affected areas restored to pre-existing conditions. This may include removal of accidentally deposited materials, restoring grade, and planting native vegetation in the areas of damage.

M. GRANTEE shall ensure that access to the Park or any portion of the Park is not disrupted while construction is underway or at any time during the term of this easement. In the event, due to the nature of activities related to the project, it becomes necessary to disrupt access to the Park or a portion of the Park for a limited period of time, GRANTEE, at its sole cost and expense, shall provide reasonable alternative access to the disrupted areas.

N. GRANTEE shall keep all equipment, work materials and workers no less than 15 feet seaward from the toe of the primary dune at all times.

O. GRANTEE shall stop work in the event the Park Manager observes conditions in which the general public or cultural and natural resources are deemed to be in imminent danger. GRANTEE shall be instructed by the Park Manager to stop work on that particular activity. However, the Park Manager may only stop that particular activity which is the source of danger and not the entire operation. The Park Manager will also notify GRANTEE'S contracting officer or project manager if such an event should occur.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

Signature:_____

Printed Name:_____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature:_____

Printed Name:_____

Address:3800 Commonwealth Blvd

Tallahassee, FL 32399

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

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by ___ physical presence or ___ online notarization this _____ day of _____, 20___, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Approved Subject to Proper Execution:

BY:_____ 10-20-2026
DEP Attorney Date

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:_____

Commission/Serial No._____

WITNESSES:

Signature:_____

Printed Name:_____

Address: _____

_____

Signature:_____

Printed Name:_____

Address:_____

_____

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida
By its Board of County Commissioners

(SEAL)

BY: _____
Clay Murphy, Chair

"GRANTEE"

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Clay Murphy , as Chair, for and on behalf of St. Johns County, Florida, a political subdivision of the State of Florida. He is personally known to me or who has produced _____, as identification.

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:_____

Commission/Serial No._____

LOCATION MAP

EXHIBIT "A"





BSM: Kayles

DATE: December 5, 2025

N

0 15000' 30000'

NOT A FIELD SURVEY

US Army Corps of Engineers®

U.S. ARMY CORP OF ENGINEERS
JACKSONVILLE DISTRICT
701 SAN MARCO BLVD.
JACKSONVILLE FL, 32207

SKETCH AND DESCRIPTION OF
ANASTASIA STATE PARK
LANDWARD LIMIT OF FILL EASEMENT

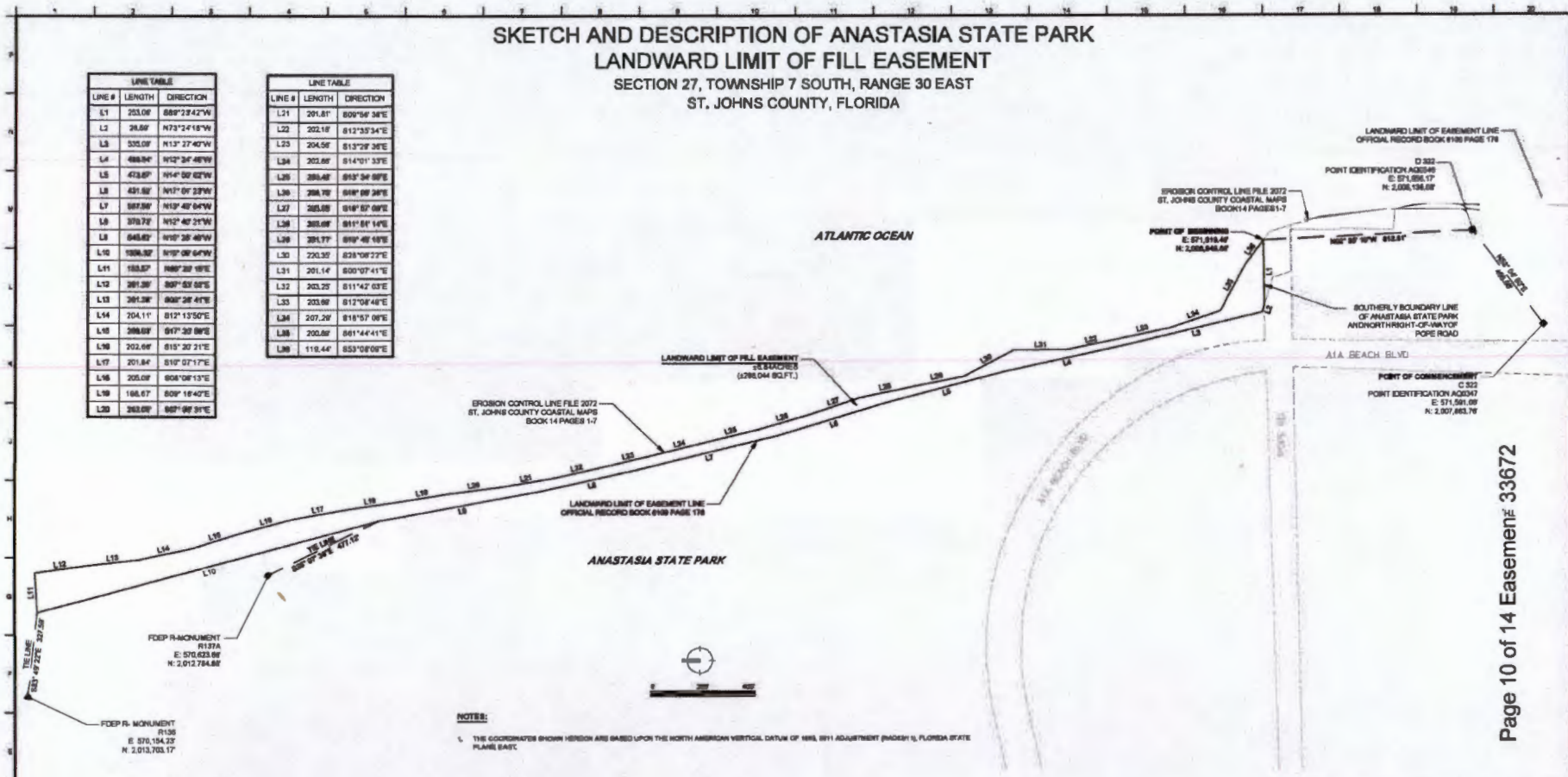
SECTION 27, TOWNSHIP 7 SOUTH, RANGE 30 EAST
ST. JOHNS COUNTY, FLORIDA

SHEET ID
1/3

SKETCH AND DESCRIPTION OF ANASTASIA STATE PARK
LANDWARD LIMIT OF FILL EASEMENT
SECTION 27, TOWNSHIP 7 SOUTH, RANGE 30 EAST
ST. JOHNS COUNTY, FLORIDA

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	253.08'	S88°23'42"W
L2	26.55'	N73°24'18"W
L3	535.07'	N13° 27'42"W
L4	488.94'	N12° 24' 48"W
L5	473.87'	N14° 00' 02"W
L6	431.92'	N12° 01' 23"W
L7	557.59'	N13° 43' 04"W
L8	370.73'	N12° 40' 21"W
L9	645.62'	N10° 28' 48"W
L10	1356.32'	N19° 08' 04"W
L11	153.57'	N88° 20' 15"E
L12	201.39'	S07° 53' 53"E
L13	201.28'	S08° 28' 41"E
L14	204.11'	S12° 13'50"E
L15	209.03'	S17° 20' 09"E
L16	202.66'	S15° 20' 21"E
L17	201.84'	S10° 07'17"E
L18	205.09'	S08°08'13"E
L19	198.67'	S09° 16'40"E
L20	262.69'	S07° 09' 31"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	201.81'	S09°56' 36"E
L22	202.18'	S12°35'34"E
L23	204.56'	S13°29' 36"E
L24	202.86'	S14°01' 33"E
L25	289.48'	S13° 34' 09"E
L26	288.76'	S16° 09' 26"E
L27	265.05'	S16° 57' 09"E
L28	303.09'	S11° 51' 14"E
L29	201.77'	S19° 45' 18"E
L30	220.35'	S28°06'22"E
L31	201.14'	S00°07'41"E
L32	203.25'	S11°42' 03"E
L33	203.69'	S12°06'46"E
L34	207.29'	S18°57' 08"E
L35	200.89'	S61°44'41"E
L36	119.44'	S53°08'09"E



NOTES:

1. THE COORDINATES SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988, 2011 ADJUSTMENT (NAD83/11), FLORIDA STATE PLANE EAST.

LEGAL DESCRIPTION

A PORTION OF ANASTASIA STATE PARK, LYING IN SECTION 27, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

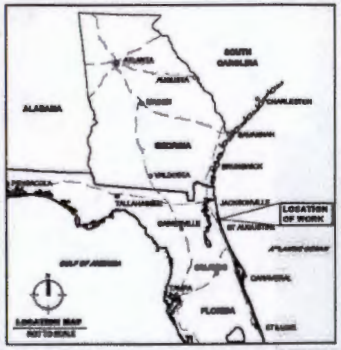
COMMENCE AT A U.S. COAST AND GEODETIC SURVEY BRASS DISK MONUMENT, C 322 (PID: AQ0347); THENCE NORTH 53°04'50" EAST A DISTANCE OF 456.66 FEET TO A U.S. COAST AND GEODETIC SURVEY BRASS DISK MONUMENT, D 322 (PID: AQ0346); THENCE NORTH 82°35'15" WEST A DISTANCE OF 612.61 FEET TO THE INTERSECTION OF THE ST. JOHNS COUNTY EROSION CONTROL LINE FILE 2072, DATED 06 AUGUST 1999, AS RECORDED IN COASTAL MAPS BOOK 14 PAGES 1-7 OF ST. JOHNS COUNTY, FLORIDA AND THE SOUTHERLY BOUNDARY LINE OF ANASTASIA STATE PARK (SAID SOUTHERLY BOUNDARY LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF POPE ROAD AND THE **POINT OF BEGINNING**; THENCE ALONG THE SAID SOUTHERLY BOUNDARY LINE SOUTH 88°23'42" WEST A DISTANCE OF 253.08 FEET TO THE AFFIDAVIT OF THE LANDWARD LIMIT OF EASEMENT LINE AS RECORDED IN OFFICIAL RECORD BOOK 6109 PAGE 178 OF ST. JOHNS COUNTY, FLORIDA; THENCE ALONG SAID LANDWARD LIMIT OF EASEMENT LINE THE FOLLOWING (9) COURSES: (1) THENCE NORTH 73°24'18" WEST A DISTANCE OF 26.55 FEET; (2) THENCE NORTH 13°27'42" WEST A DISTANCE OF 535.09 FEET; (3) THENCE NORTH 12°24'48" WEST A DISTANCE OF 483.54 FEET; (4) THENCE NORTH 14°00'02" WEST A DISTANCE OF 473.87 FEET; (5) THENCE NORTH 17°01'23" WEST A DISTANCE OF 431.53 FEET; (6) THENCE NORTH 13°43'04" WEST A DISTANCE OF 557.59 FEET; (7) THENCE NORTH 12°40'21" WEST A DISTANCE OF 370.73 FEET; (8) THENCE NORTH 10°28'48" WEST A DISTANCE OF 645.62 FEET, SAID POINT BEING SOUTH 26°07'36" EAST A DISTANCE OF 477.12 FEET FROM A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) R-MONUMENT WITH A CORP BOF ENGINEERS - U.S. ARMY BRASS DISK, R-137A; (9) THENCE NORTH 19°08'04" WEST A DISTANCE OF 1,356.32 FEET TO THE NORTHERN END OF SAID LANDWARD LIMIT OF EASEMENT LINE, SAID POINT BEING SOUTH 53°49'22" EAST A DISTANCE OF 337.59 FEET FROM A FDEP R-MONUMENT WITH A CORPS OF ENGINEERS - U.S. ARMY BRASS DISK, R-136; THENCE DEPARTING SAID LANDWARD LIMIT OF EASEMENT LINE NORTH 88°20'15" EAST A DISTANCE OF 153.57 FEET TO THE NORTHERN END OF EROSION CONTROL LINE FILE 2072, DATED 06 AUGUST 1999, AS RECORDED IN COASTAL MAPS BOOK 14 PAGES 1-7 OF ST. JOHNS COUNTY, FLORIDA; THENCE ALONG THE SAID EROSION CONTROL LINE THE FOLLOWING (20) COURSES: (1) THENCE SOUTH 7°53'53" EAST, A DISTANCE OF 201.30 FEET; (2) THENCE SOUTH 8°28'41" EAST, A DISTANCE OF 201.39 FEET; (3) THENCE SOUTH 12°13'50" EAST, A DISTANCE OF 204.11 FEET; (4) THENCE SOUTH 17°20'09" EAST, A DISTANCE OF 209.03 FEET; (5) THENCE SOUTH 15°20'21" EAST, A DISTANCE OF 202.66 FEET; (6) THENCE SOUTH 10°07'17" EAST, A DISTANCE OF 201.84 FEET; (7) THENCE SOUTH 8°08'13" EAST, A DISTANCE OF 205.09 FEET; (8) THENCE SOUTH 9°16'40" EAST, A DISTANCE OF 198.67 FEET; (9) THENCE SOUTH 7°09'31" EAST, A DISTANCE OF 262.05 FEET; (10) THENCE SOUTH 9°59'38" EAST, A DISTANCE OF 201.81 FEET; (11) THENCE SOUTH 12°35'34" EAST, A DISTANCE OF 202.18 FEET; (12) THENCE SOUTH 13°29'36" EAST, A DISTANCE OF 204.56 FEET; (13) THENCE SOUTH 14°01'33" EAST, A DISTANCE OF 202.86 FEET; (14) THENCE SOUTH 13°34'55" EAST, A DISTANCE OF 203.42 FEET; (15) THENCE SOUTH 16°08'26" EAST, A DISTANCE OF 208.75 FEET; (16) THENCE SOUTH 16°57'09" EAST, A DISTANCE OF 265.05 FEET; (17) THENCE SOUTH 11°51'14" EAST, A DISTANCE OF 203.69 FEET; (18) THENCE SOUTH 10°45'15" EAST, A DISTANCE OF 201.77 FEET; (19) THENCE SOUTH 28°06'22" EAST, A DISTANCE OF 220.35 FEET; (20) THENCE SOUTH 0°07'41" EAST, A DISTANCE OF 201.14 FEET; (21) THENCE SOUTH 11°42'03" EAST, A DISTANCE OF 203.25 FEET; (22) THENCE SOUTH 12°06'46" EAST, A DISTANCE OF 203.69 FEET; (23) THENCE SOUTH 18°57'08" EAST, A DISTANCE OF 207.29 FEET; (24) THENCE SOUTH 61°44'41" EAST, A DISTANCE OF 200.89 FEET; (25) THENCE SOUTH 53°08'09" EAST, A DISTANCE OF 119.44 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8.84 ACRES (386,044 SQ. FT.), MORE OR LESS.

BSM: [signature]

DATE: December 5, 2025

NOT A FIELD SURVEY



Page 10 of 14 Easement 33672

US Army Corps of Engineers®

U.S. ARMY CORPS OF ENGINEERS
JACKSONVILLE DISTRICT
701 SAN MARCO BLVD
JACKSONVILLE, FLORIDA 32207

SKETCH AND DESCRIPTION OF
ANASTASIA STATE PARK
LANDWARD LIMIT OF FILL EASEMENT

SECTION 27, TOWNSHIP 7 SOUTH, RANGE 30 EAST
ST. JOHNS COUNTY, FLORIDA

SHEET ID
2/3

LEGAL DESCRIPTION

A PORTION OF ANASTASIA STATE PARK, LYING IN SECTION 27, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A U.S. COAST AND GEODETIC SURVEY BRASS DISK MONUMENT, C 322 (PID: AQ0347); THENCE NORTH 53°04'50" EAST A DISTANCE OF 456.68 FEET TO A U.S. COAST AND GEODETIC SURVEY BRASS DISK MONUMENT, D 322 (PID: AQ0346); THENCE NORTH 02°35'15" WEST A DISTANCE OF 812.61 FEET TO THE INTERSECTION OF THE ST. JOHNS COUNTY EROSION CONTROL LINE FILE 2072, DATED 08 AUGUST 1999, AS RECORDED IN COASTAL MAPS BOOK 14 PAGES 1-7 OF ST. JOHNS COUNTY, FLORIDA AND THE SOUTHERLY BOUNDARY LINE OF ANASTASIA STATE PARK SAID SOUTHERLY BOUNDARY LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF POPE ROAD AND THE **POINT OF BEGINNING**; THENCE ALONG THE SAID SOUTHERLY BOUNDARY LINE SOUTH 89°23'42" WEST A DISTANCE OF 253.06 FEET TO THE AFFIDAVIT OF THE LANDWARD LIMIT OF EASEMENT LINE AS RECORDED IN OFFICIAL RECORD BOOK 6109 PAGE 178 OF ST, JOHNS COUNTY, FLORIDA; THENCE ALONG SAID LANDWARD LIMIT OF EASEMENT LINE THE FOLLOWING (9) COURSES: (1) THENCE NORTH 73°24'18" WEST A DISTANCE OF 26.59 FEET; (2) THENCE NORTH 13°27'40" WEST A DISTANCE OF 535.09 FEET; (3) THENCE NORTH 12°24'46" WEST A DISTANCE OF 483.54 FEET; (4) THENCE NORTH 14°50'02" WEST A DISTANCE OF 473.87 FEET; (5) THENCE NORTH 17°01'23" WEST A DISTANCE OF 431.52 FEET; (6) THENCE NORTH 13°43'04" WEST A DISTANCE OF 557.56 FEET; (7) THENCE NORTH 12°40'21" WEST A DISTANCE OF 370.73 FEET; (8) THENCE NORTH 10°28'48" WEST A DISTANCE OF 645.82 FEET, SAID POINT BEING SOUTH 26°07'38" EAST A DISTANCE OF 477.12 FEET FROM A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) R-MONUMENT WITH A CORPS OF ENGINEERS - U.S. ARMY BRASS DISK, R-137A; (9) THENCE NORTH 15°06'04" WEST A DISTANCE OF 1,358.32 FEET TO THE NORTHERN END OF SAID LANDWARD LIMIT OF EASEMENT LINE, SAID POINT BEING SOUTH 83°49'22" EAST A DISTANCE OF 327.59 FEET FROM A FDEP R-MONUMENT WITH A CORPS OF ENGINEERS - U.S. ARMY BRASS DISK, R-136; THENCE DEPARTING SAID LANDWARD LIMIT OF EASEMENT LINE NORTH 86°20'15" EAST A DISTANCE OF 153.57 FEET TO THE NORTHERN END OF EROSION CONTROL LINE FILE 2072, DATED 08 AUGUST 1999, AS RECORDED IN COASTAL MAPS BOOK 14 PAGES 1-7 OF ST. JOHNS COUNTY, FLORIDA; THENCE ALONG THE SAID EROSION CONTROL LINE THE FOLLOWING (25) COURSES: (1) THENCE SOUTH 7°53'52" EAST, A DISTANCE OF 201.30 FEET; (2) THENCE SOUTH 6°28'41" EAST, A DISTANCE OF 201.38 FEET; (3) THENCE SOUTH 12°13'50" EAST, A DISTANCE OF 204.11 FEET; (4) THENCE SOUTH 17°20'59" EAST, A DISTANCE OF 206.03 FEET; (5) THENCE SOUTH 15°20'21" EAST, A DISTANCE OF 202.66 FEET; (6) THENCE SOUTH 10°07'17" EAST, A DISTANCE OF 201.84 FEET; (7) THENCE SOUTH 8°06'13" EAST, A DISTANCE OF 205.09 FEET; (8) THENCE SOUTH 9°16'40" EAST, A DISTANCE OF 198.67 FEET; (9) THENCE SOUTH 7°08'31" EAST, A DISTANCE OF 202.05 FEET; (10) THENCE SOUTH 9°56'38" EAST, A DISTANCE OF 201.81 FEET; (11) THENCE SOUTH 12°35'34" EAST, A DISTANCE OF 202.18 FEET; (12) THENCE SOUTH 13°29'36" EAST, A DISTANCE OF 204.56 FEET; (13) THENCE SOUTH 14°01'33" EAST, A DISTANCE OF 202.88 FEET; (14) THENCE SOUTH 13°34'55" EAST, A DISTANCE OF 203.42 FEET; (15) THENCE SOUTH 16°09'28" EAST, A DISTANCE OF 208.75 FEET; (16) THENCE SOUTH 18°57'09" EAST, A DISTANCE OF 205.55 FEET; (17) THENCE SOUTH 11°51'14" EAST, A DISTANCE OF 203.68 FEET; (18) THENCE SOUTH 10°45'15" EAST, A DISTANCE OF 201.77 FEET; (19) THENCE SOUTH 28°06'22" EAST, A DISTANCE OF 220.35 FEET; (20) THENCE SOUTH 0°07'41" EAST, A DISTANCE OF 201.14 FEET; (21) THENCE SOUTH 11°42'03" EAST, A DISTANCE OF 203.25 FEET; (22) THENCE SOUTH 12°08'49" EAST, A DISTANCE OF 203.69 FEET; (23) THENCE SOUTH 18°57'06" EAST, A DISTANCE OF 207.29 FEET; (24) THENCE SOUTH 61°44'41" EAST, A DISTANCE OF 200.89 FEET; (25) THENCE SOUTH 53°08'09" EAST, A DISTANCE OF 119.44 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 6.84 ACRES (298,044 SQ. FT.), MORE OR LESS.

BSM

DATE: December 5, 2025



NOT A FIELD SURVEY

US Army Corps of Engineers®	U.S. ARMY CORP OF ENGINEERS JACKSONVILLE DISTRICT 701 SAN MARCO BLVD. JACKSONVILLE FL, 32207	SKETCH AND DESCRIPTION OF ANASTASIA STATE PARK LANDWARD LIMIT OF FILL EASEMENT SECTION 27, TOWNSHIP 7 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA	SHEET ID 3/3

Prepared under the supervision of:

_____, Attorney
Date: 8-26-91
Florida Department of Transportation
1901 South Marion Street
Post Office Box 1089
Lake City, Florida 32056-1089

COUNTY	: St. Johns
SECTION	: 78000-(Misc.)
STATE ROAD	: A1A
PARCEL NO.	: 79

Recorded in Public Records St. Johns County, FL
Clerk# 95026735 O.R. 1127 PG 1021 11:53AM 09/07/95
Recording $13.00 Surcharge $2.00

CORRECTIVE PUBLIC PURPOSE QUITCLAIM DEED
(Section 337.25 F. S.)

THIS INDENTURE, made this 24th day of September, 1991, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as the Party of the First Part and THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, DOUGLAS BUILDING, 3900 COMMONWEALTH BOULEVARD, TALLAHASSEE, FLORIDA 32399, the Party of the Second Part.

Copy

WITNESSETH

WHEREAS, the hereinafter described property held by the Department of Transportation is no longer used or needed and the Secretary of the Department on 9-23-91 has approved conveyance to the Party of the Second Part without consideration, to be used solely for public purposes, pursuant to the provisions of Section 337.25, Florida Statutes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described in Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

COUNTY : St. Johns
SECTION : 78000-(Misc.)
STATE ROAD : A1A
PARCEL NO. : 79

THIS is a corrective deed being executed and recorded resulting from an amendment to Section 337.25, Florida Statutes and thus correcting the previous deed recorded in O.R. Book 701, Page 1636, Public Records of St. Johns County, Florida.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District Two and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and delivered in our presence as witnesses:

Lynne Cole

Barbara A. Cloud

COPY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary
District Two

Attest: Lisa Lambert
Executive Secretary

STATE OF FLORIDA)
COUNTY OF COLUMBIA)

BEFORE ME, the undersigned authority, this day personally appeared, Ralph B. Greene District Secretary, District Two, and Lisa Lambert Executive Secretary of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 24th day of September, 1991.

(NOTARIAL SEAL)

Barbara A. Cloud
Notary Public
Notary Public, State of Florida
My Commission Expires Oct. 1, 1992

This legal description prepared
and approved By: V. G. Parker
Date: August 09, 1991
City: Lake City, Florida 32056-1089
State of Florida
Department of Transportation
Post Office Box 1089

COUNTY : St. Johns
SECTION : 78000 (Misc.)
STATE ROAD : A-1-A
PARCEL NO. : 79

EXHIBIT "A"

Lands to be Quitclaimed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and described as follows:

All of those lands lying within the right of way of Old State Road A-1-A (S.R. 140) within the following described land in the Anastasia State Recreation Area:

Government Lots 5, 6 and 10 of Section 21; Fractional Section 22;
Government Lots 2, 3, 4, 6, 7, 8 and 11 of Section 27; all in
Township 7 South, Range 30 East, St. Johns County, Florida.

And also all of those lands lying within the right of way of Lew Boulevard in Government Lots 5 and 6, Section 21, Township 7 South, Range 30 East, St. Johns County, Florida.

Excepting therefrom any portion of aforementioned right of way of Old State Road A-1-A lying within the right of way of the new State Road A-1-A which diverges from said Old State Road A-1-A at the Southern Boundary of the Anastasia State Recreation Area and running Westerly through Government Lots 9, 10 and 11, Section 27, Township 7 South, Range 30 East of said County.

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Easement No. 33673

St. Johns County, Florida

File Location: \\FLDEP1\X:\Coastal_GIS\St Johns\Easements\Easement_No_33673\Docs
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Subject Parcel
FL-SOLARIS/LITS State Owned Lands

0 500 1,000 2,000
Feet

N

Easement 33673

St. Johns County, Florida

File Location: W:\Counties_GIS\St. Johns\Easements\Easement_No_33673
Date Saved: 7/11/2025 9:57 AM

This Easement was prepared by:
Jay Sircy,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. 51263

OAE1
[+/- 10.57 acres]

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

EASEMENT

Easement Number 33674

THIS EASEMENT is 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, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the Florida Department of Environmental Protection, Office of Resilience and Coastal Protection under Lease Number 3462 ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for access and transportation and placement of sand above the mean high-water line as part of a beach nourishment project; and

WHEREAS, the GRANTOR has agreed to the proposed use of the land subject to 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)(the "Easement Area")

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 a period of **20** years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE**: During the term of this easement, use of the Easement Area shall be limited to access and transportation and placement of sand above the mean high water line as part of a beach nourishment project. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across 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 Easement Area 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 Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, 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, 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 Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the commencement date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

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**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as 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. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

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 there above.

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.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

Signature:_____

Printed Name:_____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature:_____

Printed Name:_____

Address:3800 Commonwealth Blvd

Tallahassee, FL 32399

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

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by ___ physical presence or ___ online notarization this _____ day of _____, 20___, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Approved Subject to Proper Execution:

BY: _____ 10-20-2026
DEP Attorney Date

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:_____

Commission/Serial No._____

WITNESSES:

Signature:_____

Printed Name:_____

Address: _____

_____

Signature:_____

Printed Name:_____

Address:_____

_____

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida
By its Board of County Commissioners

(SEAL)

BY: _____
Clay Murphy, Chair

"GRANTEE"

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of_____, 20____, by Clay Murphy, as Chair, for and on behalf of St. Johns County, Florida, a political subdivision of the State of Florida. He is personally known to me or who has produced _____, as identification.

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:_____

Commission/Serial No._____

Exhibit "A"

Two parcels of land situate, lying and being in St. Johns County, Florida, more particularly described as follows:

All of Blocks "A", "B", and "C", South Ponte Vedra Beach, according to the plat thereof recorded in Map Book 6, Pages 24, 25, and 26 of the Public Records of said County. O.R. 728, PG. 1275 (Parcel "L").

AND

All of Block "D", South Ponte Vedra Beach, according to the plat thereof recorded in Map Book 6, Pages 29 and 30, of the Public Records of said County. Said property is subject to a lease to St. Johns County for a county park. O.R. 728, PG. 1274 (Parcel "K").

BSM APPROVED By:

C.A.B. Date: 07/24/2025

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Subject Parcel

0 250 500 1,000

Feet

N

Easement No. 33674

St. Johns County, Florida

File Location: \\FLDEP1\X\Coastal_GIS\St Johns\Easements\Easement_No_33674
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Subject Parcel

0 250 500 1,000

Feet

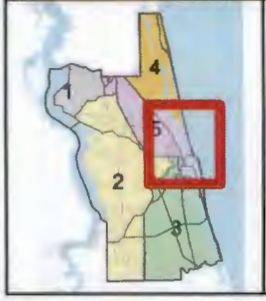
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Easement No. 33674

St. Johns County, Florida

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Date Saved: 7/24/2020 1:25 PM
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Imagery Date: 1/2026

Date: 10/23/2026

Easements of State Lands for Beach Restoration

ST. JOHNS COUNTY EST. 1821 FLORIDA AT FIRST SIGHT

Land Management Systems
Real Estate Division
(904) 209-0790

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.