

RESOLUTION NO. 2000- 122

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENT AGREEMENTS FOR THE SIDEWALK TO BE CONSTRUCTED ALONG THE WEST SIDE OF LEWIS SPEEDWAY AND ALONG THE SOUTH SIDE OF SCHOOL HOUSE ROAD TO VARELLA AVENUE.

WHEREAS, the School Board of St. Johns County has executed and presented to St. Johns County an Easement Agreement for additional right-of-way along School House Road , attached hereto as Exhibit "A", and a Permanent Drainage Easement along Lewis Speedway, attached hereto as Exhibit "B", both incorporated by reference and made a part hereof, required for construction of a sidewalk; and

WHEREAS, School Board of St. Johns County, Florida Resolution Number 00-02 was passed and adopted granting the execution of said easements, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the citizens of St. Johns County to accept the easements for purposes mentioned above.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above described Easement Agreement and Permanent Drainage Easement are hereby accepted.

Section 2. The Clerk is instructed to record the original Easement Agreement and Permanent Drainage Easement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 12th day of September, 2000.

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

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Stickland, Clerk
By: Cheryl Stickland
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

This Instrument Prepared Without
Opinion of Title Given or Requested
By: Tracy W. Upchurch
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
File No. 9-96-445

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, executed on this 15th day of August, 2000, by the **SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, (the "Grantor"), whose post office address is 40 Orange Street, St. Augustine, Florida, and **ST. JOHNS COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, (the "Grantee"), whose post office address is 4020 Lewis Speedway, St. Augustine, St. Johns County, Florida 32095.

RECITALS

A. Grantee seeks to obtain an easement over a parcel of real property owned by Grantor for the purpose of constructing a sidewalk for the use of the general public and drainage facilities; and

B. Grantor is willing to grant such easement in return for receiving certain valuable considerations and covenants regarding Grantee's use of the property.

THEREFORE, in consideration for the sum of Ten Dollars and No/100's (\$10.00) and other good and valuable considerations including the mutual covenants and promises set forth below, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. The Grantor grants, bargains, sells and confers to Grantee, its successors, legal representatives and assigns, a non-exclusive easement for the sole purpose of the construction and maintenance of a sidewalk for the use of the general public and the construction and maintenance of drainage facilities (the "Grant of Easement") upon the following described parcel of real property located in St. Johns County, Florida:

**SEE EXHIBIT "A" ATTACHED HERETO AND
BY REFERENCE MADE A PART HEREOF
(the "Property")**

2. **Reservations from Grant.** Grantor hereby reserves from the Grant of Easement the following rights:

- A. **Continued Use:** The right to use the Property for all purposes which do not interfere with the easement granted herein; and
- B. **Additional Easements:** The right to grant additional easements upon, over and within the Property which do not interfere with the easement granted herein.

3. **Grantee's Covenants.** Grantee shall use the Property conferred in the Grant of Easement for the sole purpose described in paragraph 1 above and in compliance with the following covenants and restrictions:

- A. **Reasonable Use:** When reasonably possible, Grantee shall provide Grantor with at least twenty-four (24) hours written notice prior to performing any installation, construction, repair or maintenance of improvements upon, over or within the Property, and Grantee shall make a good faith effort to ensure that such installation, construction, repair or maintenance is not disruptive to Grantor's normal business operations. Further, Grantee shall whenever possible arrange to perform such installation, construction, repair or maintenance after normal school business hours.
- B. **Restoration:** Within a reasonable time after completing any installation, construction, repair or maintenance of improvements upon, over or within the Property, Grantee shall restore the Property to substantially its pre-existing condition prior to the installation, construction, repair or maintenance. Any change in condition which is a reasonably foreseeable consequence of the improvement itself shall be allowed.
- C. **Maintenance:** Grantee shall continue to maintain all improvements constructed or installed by Grantee upon, over or within the Property at Grantee's sole expense.
- D. **No Other Persons:** Grantee shall not allow any other person or entity to install thereon any improvement or facility of any kind or nature or to utilize the drainage facilities for any purpose whatsoever without first obtaining Grantor's written consent. The parties acknowledge the sidewalk is for the benefit and use of the general

public.

4. **Termination.** Grantor shall be permitted to unilaterally terminate this Grant of Easement upon the occurrence of any one of the following events:
 - A. **Violation of Purpose:** Grantee attempts to use the Property for any purpose other than that described in paragraph 1 above;
 - B. **Prevention from Use:** Grantee prevents Grantor from exercising any right reserved to Grantor in paragraph 2 above;
 - C. **Non-Compliance with Covenants:** Grantee fails to comply with any one of the covenants and restrictions described in paragraph 3 above.

5. **Entire Understanding; Binding Effect.** This agreement represents the entire understanding between the parties, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No agreements or representations outside the express provisions of this document shall be binding upon the parties, and no modification or change shall be binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

6. **Judicial Interpretation.** All parties hereto have actively participated in the preparation of this agreement and agree that if any provision requires judicial interpretation, for any reason, then the court so interpreting or construing same shall not strictly construe the provision or apply any presumption against one party because it or its agent prepared or drafted the agreement.

7. **Governing Law.** This Easement Agreement shall be governed by the laws of the State of Florida.

8. **Severability.** Should any one or more of the provisions of this Easement Agreement be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto.

9. **Notice.** Any notice necessary under this Easement Agreement shall be in writing and sent by U.S. or Express Mail or hand delivered to the parties at the following addresses and shall be deemed given upon receipt:

TO GRANTOR: School Board of St. Johns County, Florida
40 Orange Street
St. Augustine, Florida 32084
Attn: Dr. Hugh Balboni
Superintendent

TO GRANTEE: St. Johns County, Florida
Address: 4020 Lewis Speedway
St. Augustine, Florida 32095
Attn: _____

Any reference herein to periods of less than six (6) days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m., of the next full business day.

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

Signed, sealed and delivered
in the presence of:

SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA

Angie Jones
Witness ANLIE JONES
(type or print name)

By: Hugh Balboni
Hugh Balboni
Its Superintendent

Laura J. Cooper
Witness LAURA F. COOPER
(type or print name)

GRANTOR

ST. JOHNS COUNTY, FLORIDA

Witness _____
(type or print name)

By: _____
(Print name) _____
(Title) _____
Address: 4020 Lewis Speedway
St. Augustine, Florida 32095

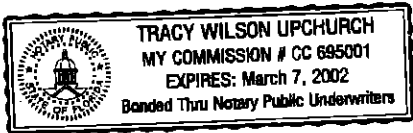
Witness _____
(type or print name)

GRANTEE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 15th day of August, 2000, by Hugh Balboni, as Superintendent of the School Board of St. Johns County, Florida, on behalf of the school district, who is personally known to me or () has produced driver's license no. _____ as identification.

(SEAL)



Tracy Wilson Upchurch
Signature of Notary

(Name of notary, typed/printed)

Commission Number: _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 2000, by _____ as _____ on behalf of St. Johns County, Florida, a Political Subdivision of the State of Florida, who () is personally known to me or () has produced driver's license no. _____ as identification.

(SEAL)

Signature of Notary

(Name of notary, typed/printed)

Commission Number: _____

My Commission Expires: _____

EXHIBIT "A"

PARCEL 801

PERMANENT DRAINAGE AND SIDEWALK EASEMENT

A PART OF GOVERNMENT LOT 8, SECTION 1, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 16A (LEWIS SPEEDWAY, AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLHOUSE ROAD (A 70.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $35^{\circ}43'45''$ EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 16A, A DISTANCE OF 21.46 FEET; THENCE SOUTH $89^{\circ}37'48''$ WEST ALONG A LINE PARALLEL WITH AND LYING 17.50 SOUTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLHOUSE ROAD, A DISTANCE OF 294.70 FEET; THENCE NORTH $00^{\circ}22'12''$ WEST, A DISTANCE OF 1.50 FEET; THENCE SOUTH $89^{\circ}37'48''$ WEST ALONG A LINE PARALLEL WITH AND LYING 16.00 FEET SOUTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 406.00 FEET; THENCE NORTH $00^{\circ}22'12''$ WEST, A DISTANCE OF 2.00 FEET; THENCE SOUTH $89^{\circ}37'48''$ WEST ALONG A LINE PARALLEL WITH AND LYING 14.00 FEET SOUTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.00 FEET; THENCE NORTH $00^{\circ}22'14''$ WEST, A DISTANCE OF 9.00 FEET; THENCE SOUTH $89^{\circ}37'48''$ WEST ALONG A LINE PARALLEL WITH AND LYING 5.00 FEET SOUTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 216.29 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF VARELLA AVENUE (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $02^{\circ}36'59''$ WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLHOUSE ROAD; THENCE NORTH $89^{\circ}37'48''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1128.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.362 ACRES MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Brenda D. Catone

BRENDA D. CATONE, P.S.M.

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. LS5447

BESSENT, HAMMACK & RUCKMAN, INC.

1900 CORPORATE SQUARE BOULEVARD

JACKSONVILLE, FLORIDA 32216

DATE: 7-11-00

LB NO. 6739

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

VARELLA AVENUE (60' RIGHT OF WAY)

F.A. PROJECT NO.

N 02°36'59" W
5.00'

CONC SLAB

N 00°22'12" W
9.00'

ST. JOHNS COUNTY
SCHOOL BOARD
MAINTAINANCE

ASPHALT

N 00°22'12" W
2.00'

S 89°37'48" W
224.00'

406.00'

801

PERMANENT
DRAINAGE &
SIDEWALK
EASEMENT

N 00°22'12" W
1.50'

S 89°37'48" W

EXISTING RIGHT OF WAY LINE

SCHOOLHOUSE ROAD (70' RIGHT OF WAY)

S 89°37'48" W

294.70'

LIFT
STATION

POINT OF BEGINNING

S 35°43'45" E
21.46'

6' CHAIN LINK FENCE
EXISTING RIGHT OF WAY LINE

COUNTY ROAD 16-A
(80' RIGHT OF WAY)

(LEWIS SPEEDWAY)

NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAPPING

RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. ST. JOHNS COUNTY

	BY	DATE	APPROVED BY	DATE
PRELIM	BOC	7-19-00		
FINAL				
CHECKED				

MAPS PREPARED BY
BHR, INC.

FIELD BOOK NO. 5

F.P. 212343-1-52-01

SCALE: 1" = 100'

REVISION	BY	DATE

SECTION N/A SHEET 1 OF 1

EXHIBIT "B" TO RESOLUTION

This Instrument Prepared Without
Opinion of Title Given or Requested
By: Tracy W. Upchurch
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
File No. 9-96-445

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, executed on this 15th day of August, 2000, by the **SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, (the "Grantor"), whose post office address is 40 Orange Street, St. Augustine, Florida, and **ST. JOHNS COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, (the "Grantee"), whose post office address is 4020 Lewis Speedway, St. Augustine, St. Johns County, Florida 32095.

RECITALS

A. Grantee seeks to obtain an easement over a parcel of real property owned by Grantor for the purpose of constructing drainage facilities; and

B. Grantor is willing to grant such easement in return for receiving certain valuable considerations and covenants regarding Grantee's use of the property.

THEREFORE, in consideration for the sum of Ten Dollars and No/100's (\$10.00) and other good and valuable considerations including the mutual covenants and promises set forth below, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. The Grantor grants, bargains, sells and confers to Grantee, its successors, legal representatives and assigns, a non-exclusive easement for the sole purpose of the construction and maintenance of drainage facilities (the "Grant of Easement") upon the following described parcel of real property located in St. Johns County, Florida:

**SEE EXHIBIT "A" ATTACHED HERETO AND
BY REFERENCE MADE A PART HEREOF
(the "Property")**

2. **Reservations from Grant.** Grantor hereby reserves from the Grant of Easement the following rights:

- A. **Continued Use:** The right to use the Property for all purposes which do not interfere with the easement granted herein; and
- B. **Additional Easements:** The right to grant additional easements upon, over and within the Property which do not interfere with the easement granted herein.

3. **Grantee's Covenants.** Grantee shall use the Property conferred in the Grant of Easement for the sole purpose described in paragraph 1 above and in compliance with the following covenants and restrictions:

- A. **Reasonable Use:** When reasonably possible, Grantee shall provide Grantor with at least twenty-four (24) hours written notice prior to performing any installation, construction, repair or maintenance of improvements upon, over or within the Property, and Grantee shall make a good faith effort to ensure that such installation, construction, repair or maintenance is not disruptive to Grantor's normal business operations. Further, Grantee shall whenever possible arrange to perform such installation, construction, repair or maintenance after normal school business hours.
- B. **Restoration:** Within a reasonable time after completing any installation, construction, repair or maintenance of improvements upon, over or within the Property, Grantee shall restore the Property to substantially its pre-existing condition prior to the installation, construction, repair or maintenance. Any change in condition which is a reasonably foreseeable consequence of the improvement itself shall be allowed.
- C. **Maintenance:** Grantee shall continue to maintain all improvements constructed or installed by Grantee upon, over or within the Property at Grantee's sole expense.
- D. **No Other Persons:** Grantee shall not allow any other person or entity to install thereon any improvement or facility of any kind or nature or to utilize the drainage facilities for any purpose whatsoever without first obtaining Grantor's written consent.

4. **Termination.** Grantor shall be permitted to unilaterally terminate this Grant of Easement upon the occurrence of any one of the following events:

A. **Violation of Purpose:** Grantee attempts to use the Property for any purpose other than that described in paragraph 1 above;

B. **Prevention from Use:** Grantee prevents Grantor from exercising any right reserved to Grantor in paragraph 2 above;

C. **Non-Compliance with Covenants:** Grantee fails to comply with any one of the covenants and restrictions described in paragraph 3 above.

5. **Entire Understanding; Binding Effect.** This agreement represents the entire understanding between the parties, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No agreements or representations outside the express provisions of this document shall be binding upon the parties, and no modification or change shall be binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

6. **Judicial Interpretation.** All parties hereto have actively participated in the preparation of this agreement and agree that if any provision requires judicial interpretation, for any reason, then the court so interpreting or construing same shall not strictly construe the provision or apply any presumption against one party because it or its agent prepared or drafted the agreement.

7. **Governing Law.** This Easement Agreement shall be governed by the laws of the State of Florida.

8. **Severability.** Should any one or more of the provisions of this Easement Agreement be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto.

9. **Notice.** Any notice necessary under this Easement Agreement shall be in writing and sent by U.S. or Express Mail or hand delivered to the parties at the following addresses and shall be deemed given upon receipt:

TO GRANTOR: School Board of St. Johns County, Florida
40 Orange Street
St. Augustine, Florida 32084
Attn: Dr. Hugh Balboni
Superintendent

TO GRANTEE: St. Johns County, Florida
Address: 4020 Lewis Speedway
St. Augustine, Florida 32095
Attn: _____

Any reference herein to periods of less than six (6) days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m., of the next full business day.

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

Signed, sealed and delivered
in the presence of:

SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA

Laura F. Cooper
Witness LAURA F. COOPER
(type or print name)

By: Hugh Balboni
Hugh Balboni
Its Superintendent

Tracy Wilson Cochran
Witness TRACY WILSON COCHRAN
(type or print name)

GRANTOR

ST. JOHNS COUNTY, FLORIDA

Witness _____
(type or print name)

By: _____
(Print name) _____
(Title) _____
Address: 4020 Lewis Speedway
St. Augustine, Florida 32095

Witness _____
(type or print name)

GRANTEE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 16th day of August, 2000, by Hugh Balboni, as Superintendent of the School Board of St. Johns County, Florida, on behalf of the school district, who () is personally known to me or () has produced driver's license no. _____ as identification.

(SEAL)

Tracy Wilson Upchurch
Signature of Notary

(Name of notary, typed/printed)

Commission Number: _____

My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 2000, by _____ as _____ on behalf of St. Johns County, Florida, a Political Subdivision of the State of Florida, who () is personally known to me or () has produced driver's license no. _____ as identification.

(SEAL)

Signature of Notary

(Name of notary, typed/printed)

Commission Number: _____

My Commission Expires: _____

PARCEL 800

PERMANENT DRAINAGE EASEMENT

A PART OF GOVERNMENT LOTS 8 AND 11, SECTION 1, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 16A (LEWIS SPEEDWAY, AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLHOUSE ROAD (A 70.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 35°43'45" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 16A, A DISTANCE OF 778.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 35°43'45" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 760.00 FEET; THENCE SOUTH 54°16'15" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 13.50 FEET; THENCE NORTH 35°43'45" WEST, A DISTANCE OF 760.00 FEET; THENCE NORTH 54°16'15" EAST, A DISTANCE OF 13.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.236 ACRES MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



BRENDA D. CATONE, P.S.M.

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. LS5447

BESSENT, HAMMACK & RUCKMAN, INC.

1900 CORPORATE SQUARE BOULEVARD

JACKSONVILLE, FLORIDA 32216

DATE: 7-11-00

LB NO. 6739

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

F.A. PROJECT NO.

SCHOOLHOUSE ROAD
(170' RIGHT OF WAY)
EXISTING RIGHT OF WAY LINE

POINT OF REFERENCE

GOVERNMENT
LOT 8

S 35°43'45" E
778.98' (C)

POINT OF
BEGINNING
N 54°16'15" E
13.50'

EXISTING RIGHT OF WAY LINE

6' CHAIN LINK FENCE

6' CHAIN LINK FENCE

760.00'

N 35°43'45" W
760.00'

800
PERMANENT
DRAINAGE
EASEMENT

6' CHAIN LINK FENCE

S 35°43'45" E

COUNTY ROAD 16-A (LEWIS SPEEDWAY) (80' RIGHT OF WAY)

GOVERNMENT
LOT 11

S 54°16'15" W
13.50'



NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAPPING

RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. ST. JOHNS COUNTY

	BY	DATE	APPROVED BY	DATE
PRELIM	BDC	7-10-00		
FINAL				
CHECKED				

MAPS PREPARED BY BHR, INC.	FIELD BOOK NO.'S
F.P. 21283-1-52-01	SCALE: 1" = 100'

REVISION	BY	DATE

SECTION N/A SHEET 1 OF 1

SCHOOLHOUSE ROAD
 (10' RIGHT OF WAY)
 EXISTING RIGHT OF WAY LINE

POINT OF REFERENCE

GOVERNMENT
 LOT 8

S 35°43'45" E
 778.98' (C)

POINT OF
 BEGINNING
 N 54°16'15" E
 13.50'

6' CHAIN LINK FENCE

6' CHAIN LINK FENCE

760.00'

800

PERMANENT
 DRAINAGE
 EASEMENT

N 35°43'45" W
 760.00'

GOVERNMENT
 LOT 11

S 54°16'15" W
 13.50'

EXISTING RIGHT OF WAY LINE

COUNTY ROAD 16-A (LEWIS SPEEDWAY) (80' RIGHT OF WAY)



NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION			
RIGHT OF WAY MAPPING			
RIGHT OF WAY PARCEL SKETCH			
STATE ROAD NO.		ST. JOHNS COUNTY	
BY	DATE	APPROVED BY	DATE
PRELIM	BOC	7-10-00	
FINAL			
CHECKED			
MAPS PREPARED BY		FIELD BOOK NO.'S	
DHR, INC.			
F.P. 21283-1-52-01		SCALE: 1" = 100'	
REVISION	BY	DATE	SECTION N/A
			SHEET 1 OF 1

EXHIBIT "C" TO RESOLUTION

SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA
RESOLUTION NUMBER 00-02

A RESOLUTION OF THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA
AUTHORIZING THE EXECUTION OF EASEMENTS TO ST. JOHNS COUNTY, FLORIDA.

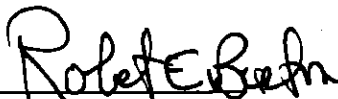
WHEREAS, at its regular meeting, duly noticed and convened under law, the School Board of St. Johns County, Florida considered the granting of two easements, one to provide for the construction and maintenance of a sidewalk for the use of the general public and drainage facilities abutting Schoolhouse Road and the second for the construction and maintenance of drainage facilities abutting State Road 16-A, and

BY A MAJORITY VOTE, it was resolved by the School Board of St. Johns County, Florida, as follows:

1. The School Boards's Superintendent, HUGH BALBONI, is hereby authorized to execute the two easements described above, the form and content of which are hereby approved by the Board.
2. A copy of this resolution shall be recorded in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the School Board of St. Johns County, Florida this 15th day of August, 2000.

SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA

By: 
ROBERT E. BURTON
Its Chairman