

RESOLUTION NO. 2002- 220

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR CONSTRUCTION OF A PUBLIC SIDEWALK ALONG STATE ROAD 16.

RECITALS

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of The State of Florida, is the owner of the hereinafter described real property, managed by the Florida Department of Highway Safety and Motor Vehicles; and

WHEREAS, the County desires an easement across the hereinafter described real property for construction of a public sidewalk along State Road 16, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the managing agency has agreed to the proposed use of the land; and

WHEREAS, acceptance of this easement will improve the safety of this transportation corridor; and

WHEREAS, the easement is required due to wetland impacts that would occur if the sidewalk was constructed in the FDOT right-of-way.

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 and are findings of fact.

Section 2. The Easement is hereby accepted and the Chairman of the Board is hereby authorized to execute the easement.

Section 3. The Clerk is instructed to record the original 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 22 day of October, 2002.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Cheryl Strickland, Clerk
By: Patricia DeGrande

RENDITION DATE 10/23/02

EXHIBIT "A" TO RESOLUTION

OAEI

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

EASEMENT

Easement Number 30934

THIS INDENTURE, 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, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real
property, which is managed by the Florida Department of Highway Safety and
Motor Vehicles under Lease Number 2497; and

WHEREAS, GRANTEE desires an easement across the hereinafter described
real property for installation of a public sidewalk along State Road 16; and

WHEREAS, the managing agency has agreed to the proposed use of this land
under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and
agreements hereinafter contained, has granted, and by these presents does
grant, a non-exclusive easement unto GRANTEE over and across the following
described real property in St. Johns County, Florida, to-wit:

(See Exhibit "A" Attached)

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, Department of
Environmental Protection.
2. TERM: GRANTOR does hereby grant to the GRANTEE an easement for as long
as the easement is used and maintained for a public sidewalk. If the easement
is ever abandoned, all right, title, and interest conveyed under this
instrument shall automatically revert to GRANTOR, unless sooner terminated
pursuant to the provisions of this easement.
3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the
installation and maintenance of a public sidewalk upon and across the property
described in Exhibit "A" during the term of this easement. This easement
shall be non-exclusive. GRANTOR, retains the right to engage in any
activities on, over, across or below 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 land 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 real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, 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, petroleum, fuel oil, or petroleum by-products, 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 subject property which is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

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: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or 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.

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 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 thereabove.

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: The 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.

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

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

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)
GLORIA C. NELSON, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, acting as an agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

ST. JOHNS COUNTY, FLORIDA
By its Board of County Commissioners

By: _____ (SEAL)

Witness

Print/Type Witness Name

Print/Type Name

Title: _____

Witness

Attest: _____

Print/Type Witness Name

Print/Type Name

Title: _____

"GRANTEE"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____, and _____ as _____, respectively, on behalf of the Board of County Commissioners of St. Johns County, Florida. They are personally known to me or produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

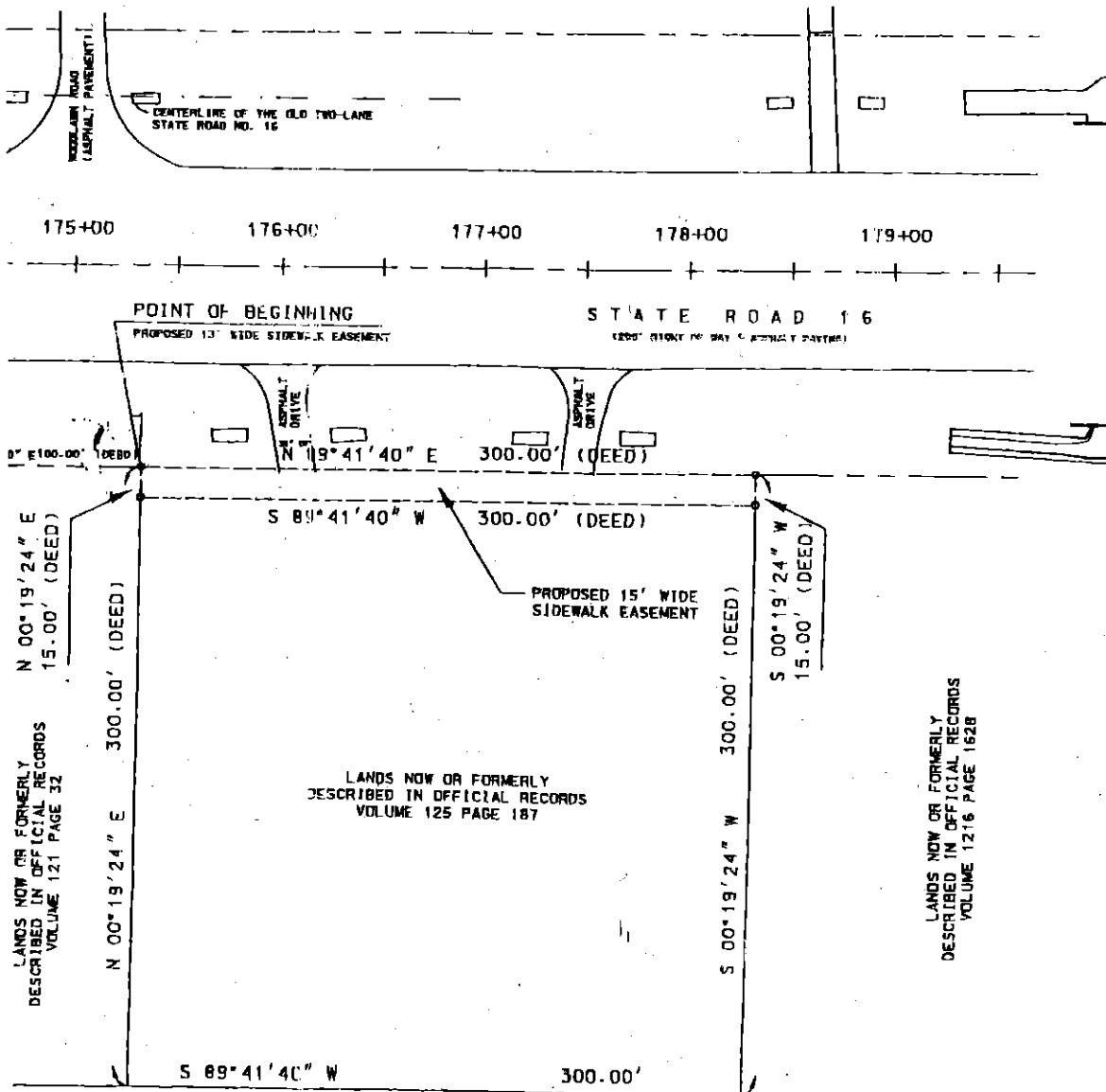
**EXHIBIT A
LEGAL DESCRIPTION**

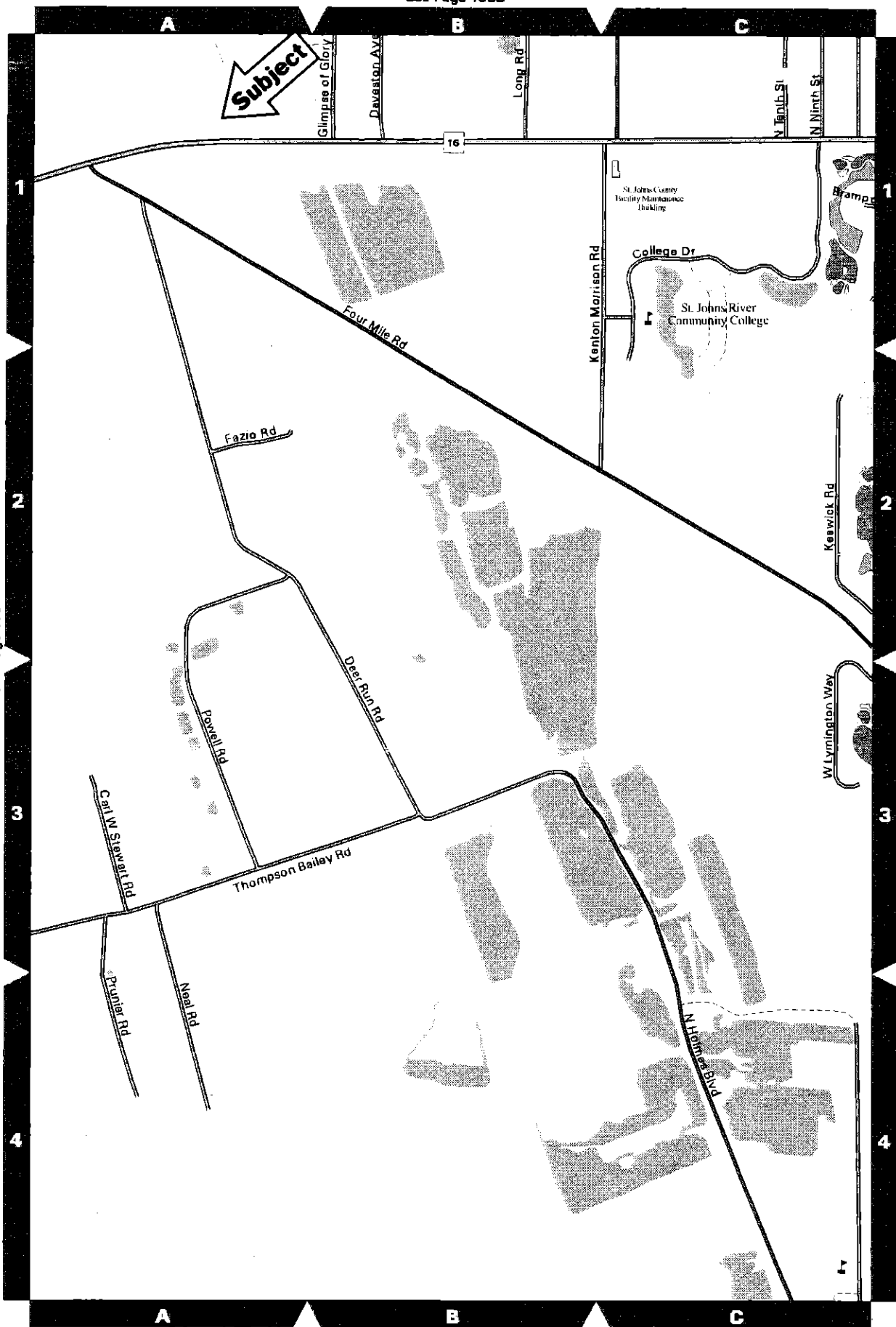
Proposed 15 Foot Wide Sidewalk Easement Along the South Right of Way Line of State Road 16. Crossing the north part of lands of TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, STATE OF FLORIDA, FOR THE USE AND BENEFIT OF THE DEPARTMENT OF PUBLIC SAFETY, STATE OF FLORIDA, per Official Records Volume 125, pages 187 and 188.

That certain piece parcel or tract of land lying and being a part of Government Lot 4, Section 11, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE, Commence at the Northwest corner of said Section 11, on the centerline of the old two-lane State Road No. 16; thence North 89 degrees 41 minutes 40 seconds East, along said centerline, a distance of 54.57 feet to a point; thence South 00 degrees 18 minutes 20 seconds East, perpendicular to said centerline a distance of 183.00 feet to a point on the South right-of-way line of the now existing four lane State Road No. 16 (having a 200 foot right-of-way), and on the East right-of-way line of the former Inspection Station Road; thence North 89 degrees 41 minutes 40 seconds East, along said South right-of-way of four lane State Road No. 16, a distance of 100.00 feet, to the POINT OF BEGINNING.

From the POINT OF BEGINNING; thence North 89 degrees 41 minutes 40 seconds East, along said South right-of-way of four lane State Road No. 16, a distance of 300.00 feet; thence South 00 degrees 19 minutes 24 seconds West, departing from said South right-of-way line, and along the east line of Official Records Volume 125, pages 187 and 188, a distance of 15.00 feet; thence South 89 degrees 41 minutes 40 seconds West, parallel with and 15 feet from said South right-of-way line a distance of 300.00 feet, to the west line of said Official Records Volume 125, pages 187 and 188; thence North 00 degrees 19 minutes 24 seconds East, a distance of 15.00 feet to the POINT OF BEGINNING. Containing 4,500.00 square feet or 0.103 acres more or less.





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