

RESOLUTION NO. 2002-59

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AND AUTHORIZING THE EXECUTION OF A PERPETUAL EASEMENT FOR PROPERTY ADJACENT TO THE VILANO BOAT RAMP.

WHEREAS, St. Augustine Port, Waterway and Beach District the owners of the property have executed a Perpetual Easement; and

WHEREAS, the Perpetual Easement as described in Exhibit "A", incorporated by reference and made a part hereof, allows St. Johns County to use the property for parking the overflow of boat trailers; and

WHEREAS, the County will develop and manage the Property in an environmentally sensitive manner, with minimal impact to the wetlands and aquatic habitats.

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

Section 1. All the above recitals are findings of fact.

Section 2. The acceptance of the Perpetual Easement attached hereto, as Exhibit "A", is hereby approved.

Section 3. The Chairman of the Board is hereby authorized to execute the Perpetual Easement and Clerk is to record in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 9th day of April, 2002.

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

By: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia A. Strickland
Deputy Clerk

RENDITION DATE 4-11-02

PERPETUAL EASEMENT

THIS EASEMENT, made this 27th day of February, 2002, by **ST. AUGUSTINE PORT, WATERWAY AND BEACH DISTRICT**, in St. Johns County, Florida, Grantor to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, Grantee.

WITNESSETH

THAT, Grantor for and in consideration of the sum of Ten and no/100's Dollars (\$10.00) in hand paid by Grantee, receipt of which is hereby acknowledged, has granted and bargained to Grantee, its successors and assigns forever, a Perpetual Easement for parking for boat trailers over and upon the following described real property situated in St. Johns County, Florida, to wit:

PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO

Grantor (the "District") and the Grantee (the "County") do hereby agree as follows:

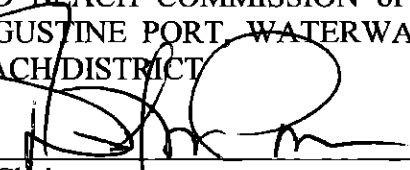
1. The property described in Exhibit "A" (the "Property") shall be used by the County for "pervious surface" overflow parking area for boat trailers. The County will develop and manage the Property in an environmentally sensitive manner, with minimal impact to the wetlands and aquatic habitats. The County will comply with all environmental laws and regulations in development and management of the Property. Copies of all construction plans and environmental permits will be supplied by the County to the District prior to any development. The plans and permits will be provided for information purposes to the District, and the District does not have any obligation to review them to ensure compliance with the law.
2. If the County does not use the Property for the parking of boat trailers within eighteen (18) months from the date of grant of this Easement, or if at any time in the future the County shall abandon the use of the Property for parking of boat trailers, than at the option of the District, this Perpetual Easement shall terminate. In the event of termination for the foregoing reason, the County shall place the Property in a condition compliant with all applicable laws. Abandonment shall be deemed to have occurred if the County discontinues allowing public access to the Property for the parking of boat trailers for a period in excess of twelve (12) consecutive months. The termination option given to the District may be exercised by a written notice from the District delivered to the County, and shall be effective ninety (90) days after delivery.
3. To the extent permitted by law, the County will at all times indemnify and save and keep the District, its Commissioners, officers, agents, employees, and attorneys, harmless from and against any and all claims, actions, causes of action, demands, suits in equity of whatever kind or nature, and damages or

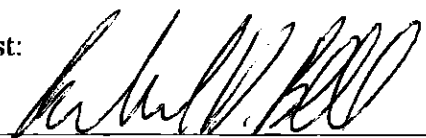
losses of any kind, present or future, known or unknown, that the County or any other Person known or unknown has or may have against the District arising out of or in connection with: (a) any improvements constructed or placed or to be constructed or placed on the Property; (b) any injury or damage to any person or property whatsoever due directly or indirectly to the use of the Property; (c) the violation of any environmental law or regulation, including indemnification from all remediation expenses, fines, penalties, and other costs; (d) the construction of improvements, maintenance, and repair work, and use by the public of the Property; or (e) either directly or indirectly, whether foreseeably or not, arising from the grant of this Perpetual Easement. "Person" as set forth above, shall mean any person, corporation, partnership, trust, or other entity of any kind or nature. "Losses" shall include without limitation District's (and its Commissioners, officers, agents, employees, and attorneys) attorneys' fees incurred in connection with any claim or any litigation (including without limitation litigation at the trial and appellate levels).

4. This Perpetual Easement shall not be effective unless it is accepted by the County by execution of the Acceptance attached hereto on or before July 1, 2002.

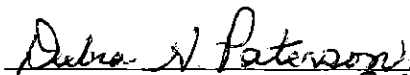
IN WITNESS WHEREEOF, Grantor has caused these presents to be signed in its name by its Chairman, and its official seal to be affixed, attested by its Secretary, the day and year first written.


ST. AUGUSTINE PORT, WATERWAY
AND BEACH COMMISSION of the ST.
AUGUSTINE PORT WATERWAY AND
BEACH DISTRICT

By: 
Chairman

Attest:
By: 
Its Secretary

Signed, sealed and delivered
in the presence of:


Print Name: Debra H. Paterson.


Print Name: JAMES J. PATERSON

ACCEPTANCE

ST. JOHNS COUNTY does hereby accept the foregoing Perpetual Easement upon the terms and conditions stated above, and agrees to abide by and keep all of the said terms and conditions.

ST. JOHNS COUNTY

By: _____

Attest:

By: _____
Clerk

Signed, sealed and delivered
in the presence of:

Print Name: _____

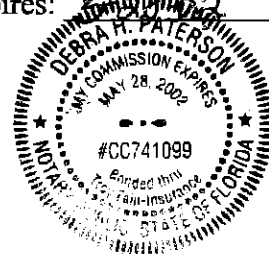
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I hereby certify that on this day before me, the undersigned officer, personally appeared David Ponce and Dennis Bell, Chairman and Secretary, respectively, of ST. AUGUSTINE PORT, WATERWAY AND BEACH COMMISSION OF ST. AUGUSTINE PORT, WATERWAY AND BEACH DISTRICT, St. Johns County, Florida, and as such officers authorized to execute instruments on behalf of said District, and known to me to be the persons described in and who executed the foregoing instrument freely and voluntarily as such officers for the use and purpose therein mentioned, and that they affixed thereto the official seal of said District, and the said instrument is the act and deed of said District.

WITNESS my hand and official seal this 27th day of February, 2002.

Notary Public: Debra H. Paterson
Commission Expires: May 28, 2002



STATE OF FLORIDA
COUNTY OF ST. JOHNS

I hereby certify that on this day before me, the undersigned officer, personally appeared _____, of ST. JOHNS COUNTY, St. Johns County, Florida, and as such officers authorized to execute instruments on behalf of said District, and known to me to be the persons described in and who executed the foregoing instrument freely and voluntarily as such officers for the use and purpose therein mentioned, and that they affixed thereto the official seal of said District, and the said instrument is the act and deed of said District.

WITNESS my hand and official seal this ____ day of _____, 2002.

Notary Public: _____
Commission Expires: _____

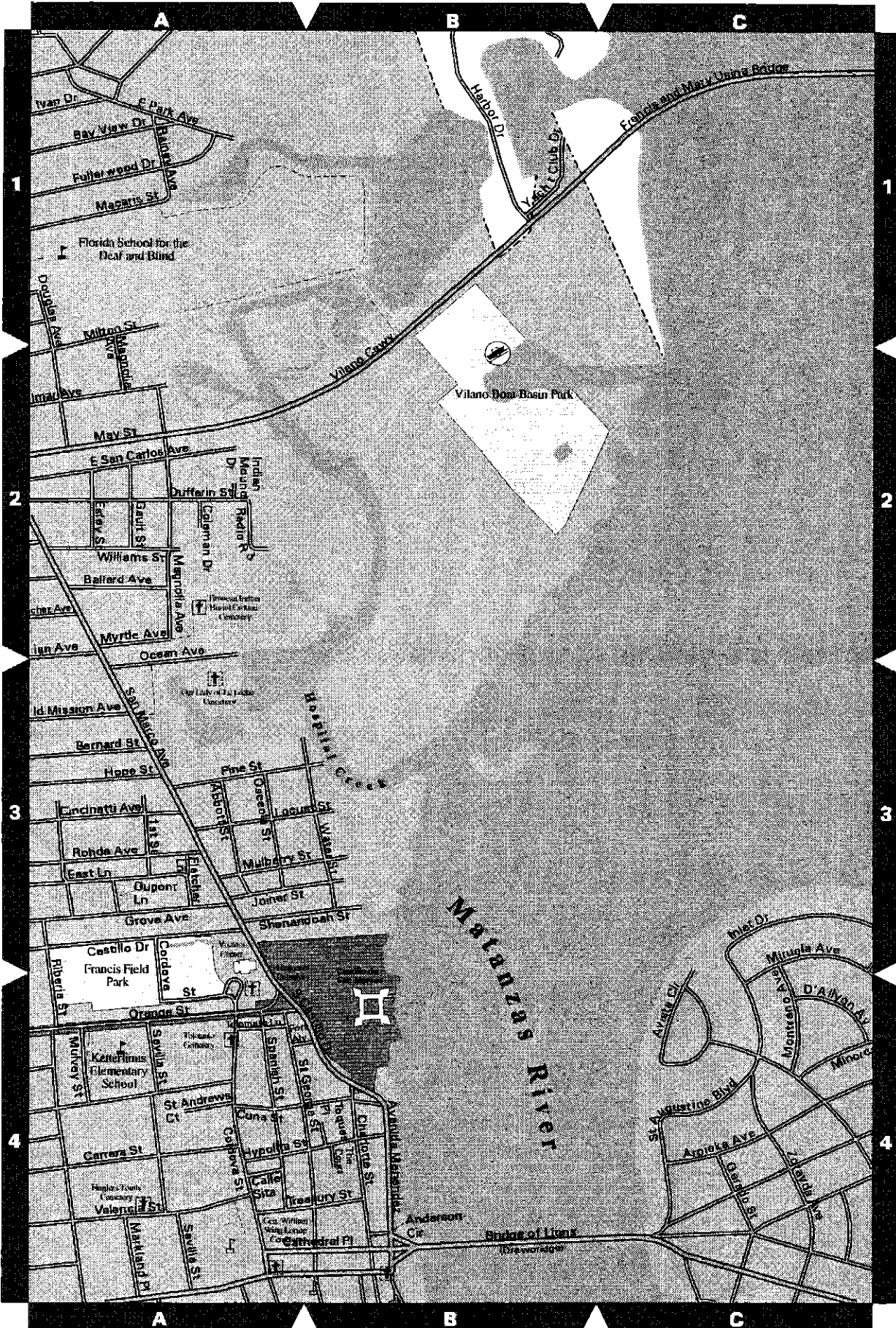
EXHIBIT "A"

A PART OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 30 EAST,
ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A CONCRETE MONUMENT
AT THE NORTHEAST CORNER OF SAID SECTION 8, TOWNSHIP 7 SOUTH,
RANGE 30 EAST; THENCE SOUTH 89°28'00" WEST, ALONG THE NORTH
LINE OF SAID SECTION 8 A DISTANCE OF 890.92 FEET TO A CONCRETE
MONUMENT ON THE EAST SHORE OF NORTH RIVER; THENCE CONTINUE
SOUTH 89°28'00" WEST A DISTANCE OF 3482.00 FEET TO A CONCRETE
MONUMENT BEING 817.61 FEET EASTERLY OF AN IRON PIPE MARKING THE
NORTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH 04°57'00" EAST
A DISTANCE OF 1258.40 FEET TO A POINT ON THE CENTERLINE OF STATE
ROAD NUMBER A1A DESCRIBED AS STATION 51+00 ON THE STATE RIGHT-
OF-WAY MAP; THENCE SOUTH 41°29'00" EAST A DISTANCE OF 100.00 FEET
TO A CONCRETE MONUMENT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE
OF STATE ROAD NUMBER A1A, SAID POINT ALSO BEING THE MOST
NORTHEASTERLY CORNER OF THE VILANO BEACH BOAT RAMP PROPERTY
DESCRIBED IN DEED BOOK 235, PAGE 511 OF THE PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 48°31'00" WEST, ALONG
SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A AND THE
NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 600 FEET TO A
CONCRETE MONUMENT MARKING THE MOST SOUTHWESTERLY CORNER OF SAID
LANDS AND THE POINT OF BEGINNING.

THENCE SOUTH 41°29'00" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID
LANDS, A DISTANCE OF 500 FEET; THENCE SOUTH 48°31'00" WEST, ALONG
THE WESTERLY LINE OF SAID LANDS AND ALONG THE EASTERLY LINE OF THE
ST. AUGUSTINE PORT DISTRICT PROPERTY AS DESCRIBED IN DEED BOOK 132
PAGE 225 OF THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, A DISTANCE
OF 44.30 FEET; THENCE CONTINUE THE FOLLOWING COURSES:

THENCE SOUTH 63°45'10" WEST A DISTANCE OF 26.64 FEET;
THENCE NORTH 87°47'07" WEST A DISTANCE OF 62.24 FEET;
THENCE NORTH 47°49'25" WEST A DISTANCE OF 45.28 FEET;
THENCE NORTH 09°52'33" WEST A DISTANCE OF 30.53 FEET;
THENCE NORTH 77°44'14" WEST A DISTANCE OF 37.20 FEET;
THENCE NORTH 28°29'19" WEST A DISTANCE OF 26.68 FEET;
THENCE NORTH 65°13'58" WEST A DISTANCE OF 81.94 FEET;
THENCE NORTH 34°38'26" WEST A DISTANCE OF 25.18 FEET;
THENCE NORTH 79°38'26" WEST A DISTANCE OF 71.22 FEET;
THENCE NORTH 25°32'17" WEST A DISTANCE OF 43.68 FEET;
THENCE NORTH 88°07'12" WEST A DISTANCE OF 49.52 FEET;
THENCE NORTH 36°35'03" WEST A DISTANCE OF 35.13 FEET;
THENCE SOUTH 74°39'49" WEST A DISTANCE OF 20.68 FEET;
THENCE NORTH 29°33'04" EAST A DISTANCE OF 47.60 FEET;
THENCE NORTH 60°26'56" WEST A DISTANCE OF 33.21 FEET;
THENCE NORTH 48°31'00" EAST, ALONG THE SOUTHEASTERLY
RIGHT-OF-WAY LINE OF STATE ROAD NUMBER A1A AND THE WESTERLY
LINE OF ST. AUGUSTINE PORT DISTRICT PROPERTY DESCRIBED IN THE
AFOREMENTIONED DEED, A DISTANCE OF 199.35 FEET TO THE POINT OF
BEGINNING. SAID PARCEL CONTAINING 1.76± ACRES.

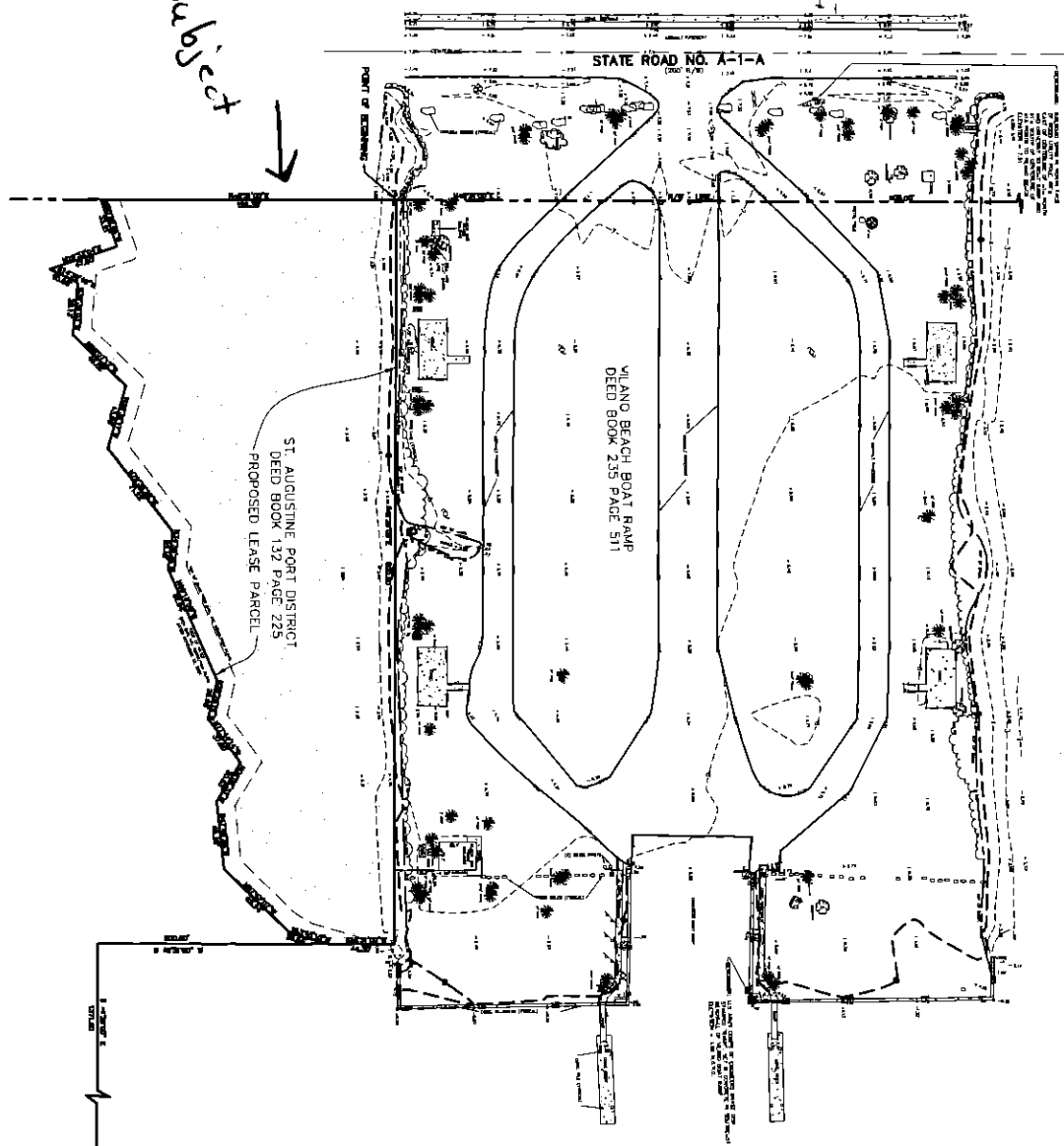


See Page 1097

See Page 1099

MAP SHOWING A TOPOGRAPHIC SURVEY OF
 VILANO BOAT RAMP PROPERTY LYING IN
 SECTION 8, TOWNSHIP 7 SOUTH, RANGE 30
 EAST, AS RECORDED IN DEED BOOK 235,
 PAGE 511 OF THE PUBLIC RECORDS OF
 ST. JOHNS COUNTY, FLORIDA.
 FOR: THE ST. JOHNS COUNTY
 RECREATION DIVISION

PROPOSED LEASE PARCEL
 1. A PART OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 30 EAST,
 AS RECORDED IN DEED BOOK 235, PAGE 511 OF THE PUBLIC RECORDS OF
 ST. JOHNS COUNTY, FLORIDA, TO WIT: THE VILANO BOAT RAMP
 PROPERTY, AS SHOWN ON THE ATTACHED MAP, BEING THE PROPERTY
 OF THE ST. JOHNS COUNTY RECREATION DIVISION, HEREINAFTER
 REFERRED TO AS "THE LESSOR", AND THE ST. JOHNS COUNTY
 RECREATION DIVISION, HEREINAFTER REFERRED TO AS "THE LESSEE",
 HAVE ENTERED INTO AN AGREEMENT OF LEASE, THE TERMS OF WHICH
 ARE SET FORTH IN THE ATTACHED LEASE AGREEMENT, THE TERMS OF
 WHICH ARE HEREBY INCORPORATED BY REFERENCE INTO THIS
 INSTRUMENT. THE LESSOR HAS HEREBY AGREED TO LEASE TO THE
 LESSEE, AND THE LESSEE HAS HEREBY AGREED TO LEASE FROM THE
 LESSOR, THE PROPERTY DESCRIBED IN THIS INSTRUMENT, TOGETHER
 WITH ALL RIGHTS AND INTERESTS THEREIN, TO THE LESSEE, FOR THE
 TERM AND ON THE TERMS AND CONDITIONS SET FORTH IN THE
 ATTACHED LEASE AGREEMENT, THE TERMS OF WHICH ARE HEREBY
 INCORPORATED BY REFERENCE INTO THIS INSTRUMENT. THE LESSOR
 HAS HEREBY AGREED TO WARRANT AND DEFEND THE TITLE TO THE
 PROPERTY DESCRIBED IN THIS INSTRUMENT, TOGETHER WITH ALL
 RIGHTS AND INTERESTS THEREIN, TO THE LESSEE, FOR THE TERM
 AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED
 LEASE AGREEMENT, THE TERMS OF WHICH ARE HEREBY INCORPORATED
 INTO THIS INSTRUMENT. THE LESSOR HAS HEREBY AGREED TO
 WARRANT AND DEFEND THE TITLE TO THE PROPERTY DESCRIBED IN
 THIS INSTRUMENT, TOGETHER WITH ALL RIGHTS AND INTERESTS
 THEREIN, TO THE LESSEE, FOR THE TERM AND ON THE TERMS AND
 CONDITIONS SET FORTH IN THE ATTACHED LEASE AGREEMENT, THE
 TERMS OF WHICH ARE HEREBY INCORPORATED INTO THIS INSTRUMENT.
 THE LESSOR HAS HEREBY AGREED TO WARRANT AND DEFEND THE
 TITLE TO THE PROPERTY DESCRIBED IN THIS INSTRUMENT, TOGETHER
 WITH ALL RIGHTS AND INTERESTS THEREIN, TO THE LESSEE, FOR THE
 TERM AND ON THE TERMS AND CONDITIONS SET FORTH IN THE
 ATTACHED LEASE AGREEMENT, THE TERMS OF WHICH ARE HEREBY
 INCORPORATED INTO THIS INSTRUMENT. THE LESSOR HAS HEREBY
 AGREED TO WARRANT AND DEFEND THE TITLE TO THE PROPERTY
 DESCRIBED IN THIS INSTRUMENT, TOGETHER WITH ALL RIGHTS AND
 INTERESTS THEREIN, TO THE LESSEE, FOR THE TERM AND ON THE
 TERMS AND CONDITIONS SET FORTH IN THE ATTACHED LEASE
 AGREEMENT, THE TERMS OF WHICH ARE HEREBY INCORPORATED INTO
 THIS INSTRUMENT. THE LESSOR HAS HEREBY AGREED TO WARRANT
 AND DEFEND THE TITLE TO THE PROPERTY DESCRIBED IN THIS
 INSTRUMENT, TOGETHER WITH ALL RIGHTS AND INTERESTS THEREIN,
 TO THE LESSEE, FOR THE TERM AND ON THE TERMS AND CONDITIONS
 SET FORTH IN THE ATTACHED LEASE AGREEMENT, THE TERMS OF
 WHICH ARE HEREBY INCORPORATED INTO THIS INSTRUMENT.



ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT
 SURVEYING AND MAPPING/CIS DIVISION
 4050 LARSEN AVENUE - P.O. BOX 946
 ST. AUGUSTINE, FLORIDA 32084
 Phone: (904) 825-3450

DATE: 10/20/2011
 TIME: 10:00 AM
 PROJECT NO.: 11-001
 FIELD BOOK: 21
 SHEET NO.: 21-29

SCALE: 1" = 40'
 COORDINATE: NAD 83
 DATUM: NAD 83
 PROJECTION: UTM
 UNIT: METERS

ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT
 SURVEYING AND MAPPING/CIS DIVISION
 4050 LARSEN AVENUE - P.O. BOX 946
 ST. AUGUSTINE, FLORIDA 32084
 Phone: (904) 825-3450

ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT
 SURVEYING AND MAPPING/CIS DIVISION
 4050 LARSEN AVENUE - P.O. BOX 946
 ST. AUGUSTINE, FLORIDA 32084
 Phone: (904) 825-3450

VILANO BEACH BOAT RAMP
 TOPOGRAPHICAL SURVEY
 THE NUMBER: 2-29