

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE CONSENT OF EASEMENT TO ALLOW THE COUNTY TO USE AND MAINTAIN THE RETENTION POND IN THE SOUTHWEST QUADRANT OF THE PALM VALLEY BRIDGE.

RECITALS

WHEREAS, St. Johns County has acquired the right-of-way easement over the property identified as Tract No. 78 consisting of 1 acre more or less in Section 28, Township 4 South, Range 29 East which easement by its terms, reserves the County, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway; and

WHEREAS, the retention pond is located on the Federal right-of-way of the Intracoastal Waterway, a Consent of Easement, attached hereto as Exhibit "A", incorporated and made a part hereof, must be executed on behalf of St. Johns County and the United States to formally authorize use and maintenance of the drainage facility; and

WHEREAS, the Grantee has requested permission to, use, maintain, repair, replace and remove a retention pond and appurtenant structures in, on, across, over, and under a portion of the lands identified as Tract No. 78; and

WHEREAS, the retention pond was constructed by the U.S. Army Corps of Engineer in connection with the replacement of Palm Valley Bridge and improvement to County Road 210. This pond is located on the Federal right-of-way of the Intracoastal Waterway that was acquired by the Government through Civil Action No. 147-5, United States of America vs. Southern Real Estate Corporation, an Arizona corporation, filed January 20, 1939; and

WHEREAS, St. Johns County uses and maintains the pond in connection with the drainage system of CR210.

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 the terms and authorizes the Chairman of the BCC to execute the Consent of Easement.

Section 3. The Clerk is instructed (1)not to date the easement (2)return two (2) executed originals to Department of the Army, Jacksonville District Corps of Engineers, P.O. Box 4940, Attn: Sharon W. Conklin and (3) attach an executed copy of this Resolution to each undated easement.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 14th day of June, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

Bruce A. Maguire
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____

Patricia W. Grande
Deputy Clerk

RENDITION DATE 6-16-05

EXHIBIT "A" TO RESOLUTION

DEPARTMENT OF THE ARMY
CONSENT TO EASEMENT
TO USE CORPS OF ENGINEERS RIGHT-OF-WAY

Consent No. DACW17-9-05-0088
Project: Intracoastal Waterway,
Jacksonville to Miami, St. Johns
County, Florida
Tract No. 78

THIS CONSENT TO EASEMENT AGREEMENT, made by and between the **UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**, hereinafter referred to as the "Government", acting by and through the Chief, Management and Disposal Branch, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, hereinafter referred to as "said officer," and St. Johns County, Florida hereinafter referred to as the "Grantee":

WHEREAS, the Government has acquired a right-of-way easement over the above-numbered tract of land, which easement, by its terms, reserves to the Government, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway, Jacksonville to Miami, St. Johns, Florida; and

WHEREAS, the Grantee has requested permission to, use, maintain, repair, replace and remove a retention pond and appurtenant structures in, on, across, over, and under a portion of the lands identified as Tract No. 78, Section 28, Township 4 South, Range 29 East, St. Johns County, Florida. The area comprising 1.00 acre, more or less, is shown in red on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, this consent is granted and accepted under the following conditions:

1. That any proposed improvements or use authorized herein shall not be commenced until the Grantee has obtained all Federal, State, or local permits required by law.
2. That the proposed improvements or use authorized herein shall be consistent with the terms and conditions of this consent; and that any improvements or use not specifically identified and authorized shall constitute a violation of the terms and conditions of this consent which may result in a revocation of this consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this consent has been revoked or modified.

3. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe.

4. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

5. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.

6. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in the vicinity of the said premises, and the Grantee shall hold the Government harmless from any and all claims to the extent allowed by law.

7. That the Government shall in no case be liable for any damage, either hidden or known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

8. That construction and/or operation, maintenance, and use of any improvements incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

9. That this consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

10. That upon relinquishment, termination, revocation, forfeiture, or annulment of this consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the Grantee shall fail or neglect to remove the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

11. That the Grantee within the limits of his respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

12. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

13. That no additional structures shall be constructed waterward of the Government's right-of-way line and that any structures currently within the right-of-way must be removed by the Grantee, at Grantee's expense, if future needs of the Government so require.

14. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with other appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this _____ day of _____ 2005.

UNITED STATES OF AMERICA

BY: _____
SHARON W. CONKLIN
Chief, Management and Disposal
Branch, Real Estate Division
U.S. Army Engineer District
Jacksonville, Florida

AGREED TO AND ACCEPTED

ST. JOHNS COUNTY FLORIDA

ATTEST:

BY: _____
Chairman
Board of County Commissioners

BY: _____

2,109,363.90,
2,108,820.54,
6 PRM 95.
Y-2,108,317.19
Y-2,110,228.14

CKLER TO
W/ BACKFILL
(OF AN AC.)

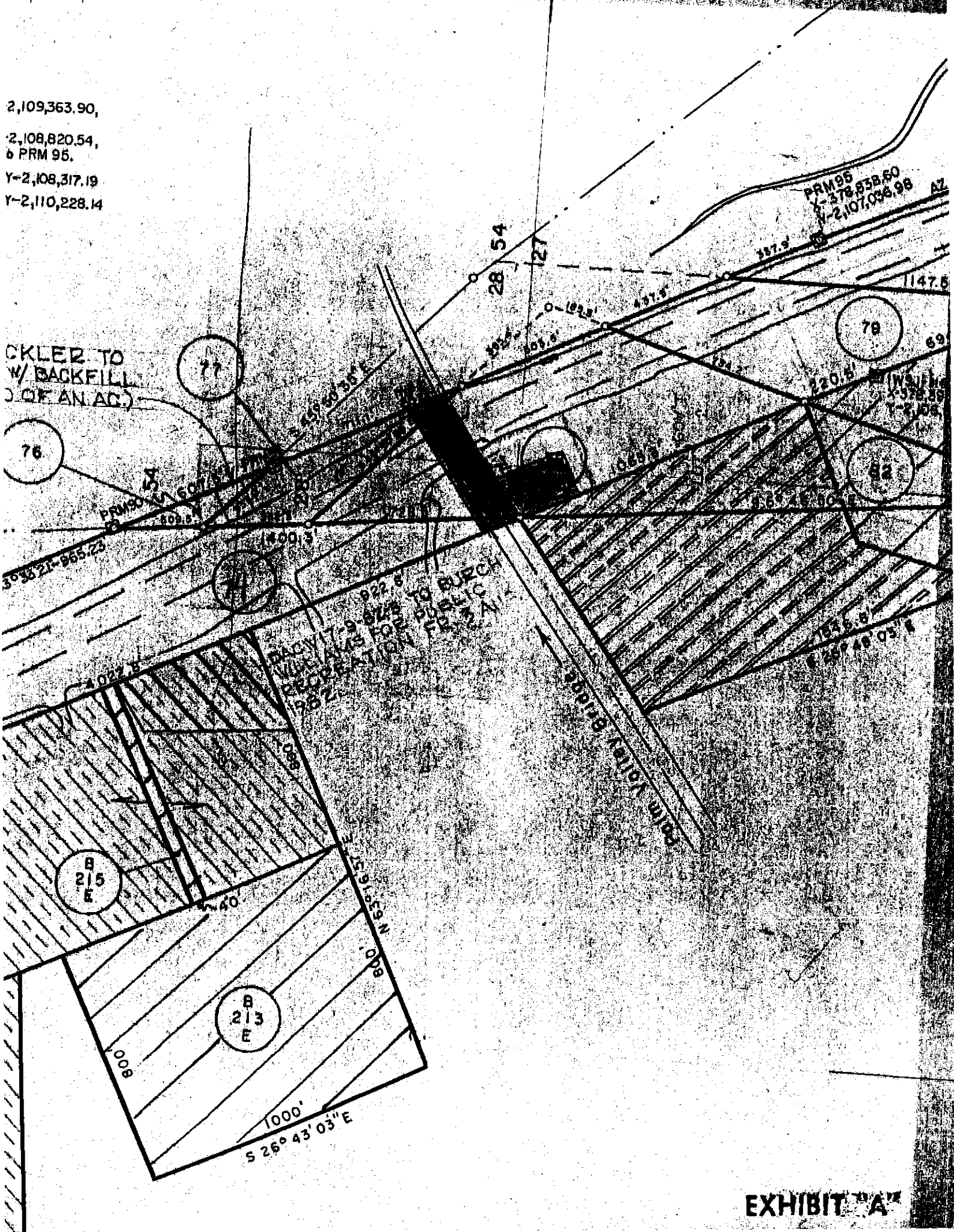









EXHIBIT "A"

LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW MAP SYMBOLS ARE STANDARD IN ARMY MAP SERVICE TECHNICAL MANUAL NO. 23.

RESERVATION LINE	
RESERVATION LINE (Actual Survey)	
TRACT BOUNDARY LINE	
TRACT NUMBER	
TRUSTEES INTERNAL IMPROVEMENT FUND	
FLORIDA INLAND NAVIGATION DISTRICT	
DISPOSAL	

SECTIONS 27-55
TWP. 4 S. - RGE. 29 E.

ST. JOHNS COUNTY

DEPARTMENT OF THE ARMY
OFFICE OF THE JACKSONVILLE DISTRICT ENGINEER
SOUTH ATLANTIC DIVISION

REAL ESTATE

INTRACOASTAL WATERWAY JACKSONVILLE TO MIAMI

DRAWN BY H. L. M.
TRACED BY H. L. M.
CHECKED BY S. G. C.

SUBMITTED BY
Walter G. Cooper
CHIEF, CARTOGRAPHIC BRANCH

RECOMMENDED BY
Walter G. Cooper
CHIEF, ACQUISITION BRANCH

APPROVED BY
Thomas G. Spooner
CHIEF, REAL ESTATE DIVISION

DATE 5-1-30

OFFICE, CHIEF OF ENGINEERS, WASHINGTON 25, D. C.

AUDITED

INSTALLATION OR PROJECT NO. G-452



SHEET 10 OF 27 DRAWING NO. RE-012,214

ENG. FORM 1456-1
22 JAN. 54

EXHIBIT 'A'