

RESOLUTION NO. 2007- 182

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING A GRANT OF EASEMENT FROM ST. AUGUSTINE CEMETERY ASSOCIATION TO ST. JOHNS COUNTY FOR THE MAINTENANCE OF A MAJOR OUTFALL DITCH AND AUTHORIZING THE CHAIRMAN OF THE BOARD TO JOIN IN THE EXECUTION OF THE EASEMENT.**

**RECITALS**

**WHEREAS**, St. Augustine Cemetery Association, a Florida corporation, owns the property known as the Evergreen Cemetery; and

**WHEREAS**, during an expansion project of the cemetery, it was found that a major outfall ditch runs through the property that the County desires to maintain for drainage in that area; and

**WHEREAS**, St. Augustine Cemetery Association has agreed to grant the County an easement for such purposes and has executed and presented a Grant of Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, and has asked the County to join in the execution of the easement; and

**WHEREAS**, it is in the best interest of the County to accept the Grant of Easement for the health, safety and welfare of the citizens of St. Johns County.

**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 Grant of Easement is hereby accepted in the form attached hereto and the Chairman of the Board is authorized to join in the execution of the easement.

Section 3. The Clerk is instructed to record the Original Grant of 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 26<sup>th</sup> day of June, 2007.

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

By: Ben Rich  
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Hatten  
Deputy Clerk

RENDITION DATE 6/28/07

This document prepared by:

Richard R. Thames, Esq.  
Stutsman Thames & Markey, P.A.  
50 N. Laura Street, Suite 1600  
Jacksonville, Florida 32202

## GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 7<sup>th</sup> day of MAY, 2007, between **ST. AUGUSTINE CEMETERY ASSOCIATION**, a Florida corporation, whose address is 505 N. Rodriguez Street, St. Augustine, Florida 32084 (hereinafter "Grantor"), and **ST. JOHN COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 (hereinafter "Grantee").

1. **Grant of Easement.** For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a perpetual, non-exclusive and unobstructed easement over and across the property described in **Exhibit A** attached hereto and incorporated by reference and made a part hereof (the "Easement Property"), for the purposes of constructing, maintaining, improving and repairing surface stormwater drainage and discharge facilities on, over and across the Easement Property to provide for the discharge and drainage of stormwater from adjacent properties, together with the right of Grantee, its heirs, successors and assigns, of ingress and egress in, on, over and upon the Easement Property for such purposes, subject to the terms and conditions of this Agreement. Grantee shall, at its own expense, be responsible for any openings and excavations for the purpose of examining, repairing, replacing, altering or extending the stormwater drainage and discharge facilities referred to herein, and such openings and excavations shall be properly refilled, the surface replaced with like material (including landscaping and pavement) and the Easement Property left in good and safe condition. Grantee shall keep and maintain or cause to be kept and maintained the easement herein granted (including, without limitation, landscaping and pavement) in a good and safe state of repair.

2. **Grantee Shall Not Increase Burdens on Property.** Grantee shall not unreasonably increase the drainage burdens on Grantor's property by diverting additional drainage on or to the subservient property so as to cause erosion, flooding or pooling of water on Grantor's property.

3. **Removal of Sediment and Debris.** Grantee shall take reasonable precautions to prohibit sewage, mud and debris from flowing onto Grantor's property. Grantee shall, at its expense, periodically remove all debris and sediment accumulating on the property subject to this easement. Grantee shall repair all damage to the property adjacent to the easement caused by such removal.

4. **Remedies.** In the event Grantee fails to perform its obligations hereunder, Grantor may notify Grantee and shall specify the alleged deficiencies or breach. In the event the

deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then Grantor shall have the right to correct such deficiencies or cure the breach, and recover all costs and expenses related thereto from Grantee. Should Grantee default in its obligations on more than two occasions, Grantor shall have the right to terminate the easement granted herein.

5. **Reservation of Rights.** Grantor reserves the right to construct bridges or other means of access across the Easement Property, to install underground piping to provide for such drainage, and to relocate the drainage easement to another section of Grantor's property provided the relocation does not impair drainage in any material fashion. In the event of relocation, the parties agree to amend this Grant of Easement to describe the relocated drainage ditch. Grantor shall pay all costs associated with the relocation of the easement, including any survey of the relocated easement. The easement herein granted is nonexclusive and Grantee holds same in common with Grantor. Grantee shall use and occupy the Easement Property in accordance with the uses and purposes permitted hereby and shall not use or occupy the easement in any manner which materially interferes with Grantor's use of the Easement Property. Grantor reserves the right to use the Easement Property for any purpose not inconsistent with the grant of easement set forth herein.

6. **No Dedication.** Nothing contained in this Agreement shall be deemed to constitute a dedication of the Easement Property or any portion or portions thereof to any governmental body or agency or to the general public, or construed to create any rights in or for the benefit of any persons other than the parties hereto, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

7. **Assignment.** Grantee may not assign its rights under this Grant of Easement to any other person or entity without the prior consent of Grantor, which consent may be withheld or refused for any reason.

8. **Reversion.** In the event that Grantee, its heirs, successors or permitted assigns shall discontinue, abandon or otherwise cease to use the easement herein granted for the purposes set forth herein for a period of five (5) years, or in the event Grantee, its heirs, successors or permitted assigns shall increase the burden upon said easement such that the easement serves more than the original purpose outlined hereinabove, all right, title and interest of Grantee in and to the easement shall revert to Grantor, its heirs, successors and assigns, without further act or deed on the part of the parties hereto, their heirs, successors or assigns and this Agreement shall be of no further force or effect.

*[balance of page intentionally left blank]*

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

Witnesses:

ST. AUGUSTINE CEMETERY  
ASSOCIATION, INC.

Michelle Stephens  
Printed Name: Michelle Stephens

By Richard D. Root  
Richard D. Root  
Its President

Michael Cassala  
Printed Name: MICHAEL CASSALA

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2007 by Richard R. Root, as President of St. Augustine Cemetery Association, Inc., on behalf of the corporation, who is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification.



Christopher J. McCranie  
Name: Christopher J. McCranie  
Notary Public, State of Florida  
My commission number:  
My commission expires:

Signed, sealed and delivered in  
the presence of:

**ST. JOHNS COUNTY, FLORIDA**, a  
political subdivision of the State of Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2007, by \_\_\_\_\_, as \_\_\_\_\_ of St. Johns County, Florida, a political  
subdivision of the State of Florida, on behalf of the political subdivision, who is (check one) \_\_\_  
personally known to me or \_\_\_ has produced \_\_\_\_\_ (as identification) and  
did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State and County Aforesaid  
My commission expires:  
Commission No.

62751

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Exhibit "A"

EVERGREEN CEMETERY

DESCRIPTION: DRAINAGE EASEMENT 1

A PARCEL OF LAND IN LOT 6, BLOCK 56, DANCY AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF ST. JOHNS COUNTY AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHWEST CORNER OF SAID LOT 6 ; THENCE NORTH 84 DEGREES 16 MINUTES 01 SECONDS EAST, ON THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 73.89 FEET; THENCE SOUTH 58 DEGREES 52 MINUTES 52 SECONDS WEST, 82.05 FEET; THENCE NORTH 05 DEGREES 21 MINUTES 00 SECONDS WEST, ON THE WEST LINE OF SAID LOT 6, A DISTANCE OF 35.18 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: DRAINAGE EASEMENT 2 - 50' DRAINAGE EASEMENT

A STRIP OF LAND IN BLOCKS 47,48,57,NASSAU STREET AND CHAPIN STREET OF DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF ST. JOHNS COUNTY, BEING 25 FEET ON EACH SIDE OF A CENTERLINE MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF BLOCK 49 OF SAID DANCY TRACT; THENCE SOUTH 05 DEGREES 21 MINUTES 00 SECONDS EAST, ON THE WEST LINE OF BLOCKS 49 AND 48 OF SAID DANCY TRACT, 667.89 FEET; THENCE SOUTH 84 DEGREES 16 MINUTES 01 SECONDS WEST, ON THE NORTH LINE OF LOTS 1 AND 2 OF SAID BLOCK 57, A DISTANCE OF 285.20 FEET AND THE POINT OF BEGINNING, BEING THE INTERSECTION OF THE NORTH LINE OF SAID LOT 2, AND THE FOLLOWING CENTERLINE OF A 50 FOOT WIDTH DRAINAGE EASEMENT; THENCE SOUTH 46 DEGREES 27 MINUTES 54 SECONDS EAST, 64.08 FEET; THENCE SOUTH 55 DEGREES 42 MINUTES 58 SECONDS EAST, 96.00 FEET; THENCE SOUTH 61 DEGREES 23 MINUTES 46 SECONDS EAST, 125.85 FEET; THENCE SOUTH 86 DEGREES 23 MINUTES 22 SECONDS EAST, 81.13 FEET; THENCE NORTH 86 DEGREES 04 MINUTES 06 SECONDS EAST, 120.83 FEET; THENCE NORTH 88 DEGREES 23 MINUTES 16 SECONDS EAST, 100.18 FEET; THENCE SOUTH 84 DEGREES 56 MINUTES 20 SECONDS EAST, 202.05 FEET; THENCE SOUTH 83 DEGREES 15 MINUTES 22 SECONDS EAST, 77.34 FEET; THENCE SOUTH 48 DEGREES 14 MINUTES 45 SECONDS EAST, 23.97 FEET; THENCE SOUTH 23 DEGREES 56 MINUTES 50 SECONDS EAST, 40.05 FEET; THENCE SOUTH 36 DEGREES 26 MINUTES 23 SECONDS EAST, 65.96 FEET; THENCE SOUTH 05 DEGREES 21 MINUTES 00 SECONDS EAST, 57.59 FEET TO THE SOUTH LINE OF LOT 4, BLOCK 47, SAID DANCY TRACT AND THE END OF SAID CENTERLINE, SAID POINT BEING 25 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 4.

2

DESCRIPTION: DRAINAGE EASEMENT 3 - 40' DRAINAGE EASEMENT

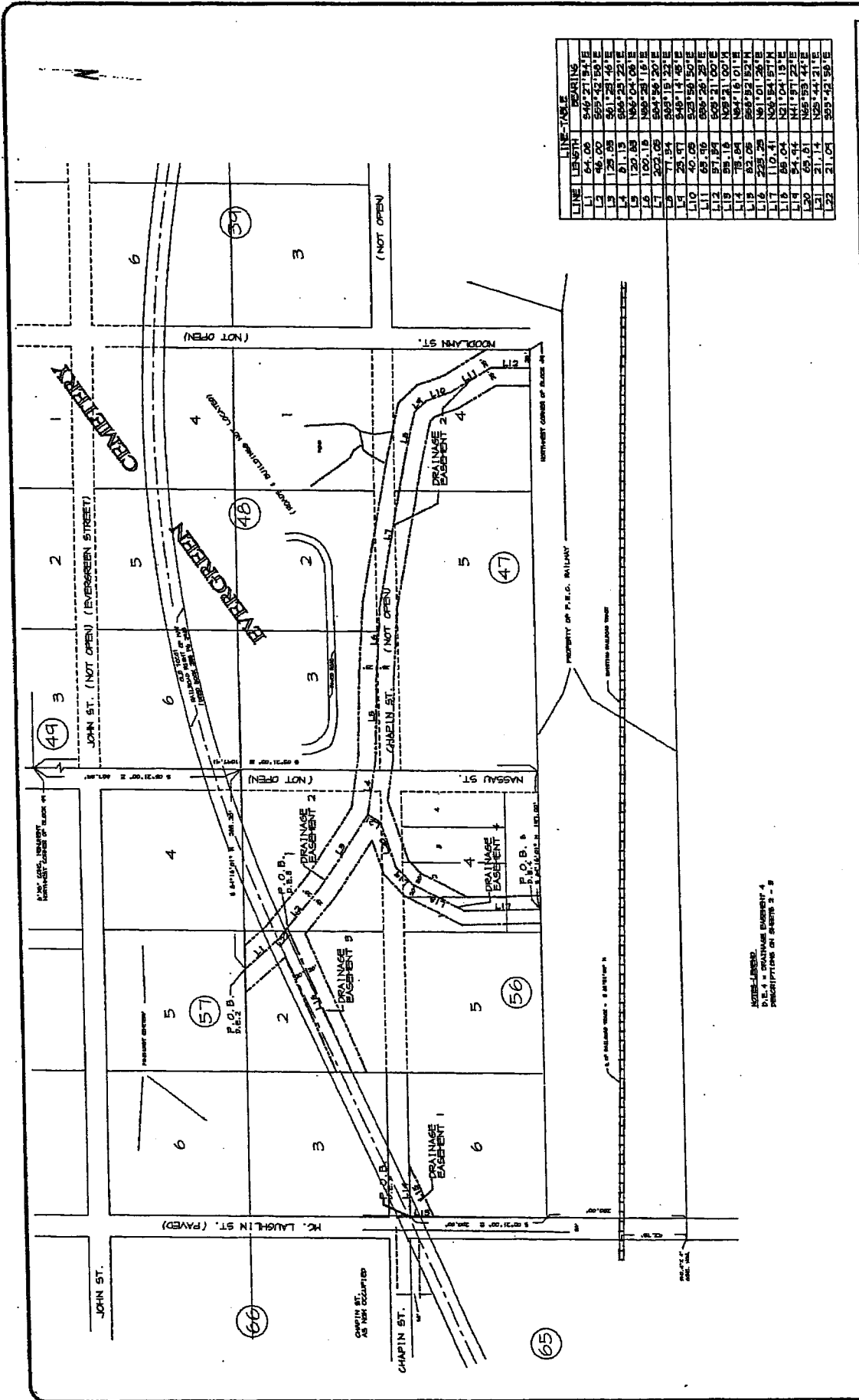
A STRIP OF LAND IN BLOCK 57, OF DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF ST. JOHNS COUNTY, BEING 20 FEET ON EACH SIDE OF A CENTERLINE MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF BLOCK 49 OF SAID DANCY TRACT; THENCE SOUTH 05 DEGREES 21 MINUTES 00 SECONDS EAST, ON THE WEST LINE OF BLOCKS 49 AND 48 OF SAID DANCY TRACT, 667.89 FEET; THENCE SOUTH 84 DEGREES 16 MINUTES 01 SECONDS WEST, ON THE NORTH LINE OF LOTS 1 AND 2 OF SAID BLOCK 57, A DISTANCE OF 285.20 FEET TO THE INTERSECTION OF THE NORTH LINE OF SAID LOT 2, AND THE CENTERLINE OF A 50 FOOT WIDTH DRAINAGE EASEMENT; THENCE SOUTH 46 DEGREES 27 MINUTES 54 SECONDS EAST, ON SAID CENTERLINE, 64.08 FEET; THENCE SOUTH 55 DEGREES 42 MINUTES 58 SECONDS EAST, ON SAID CENTERLINE, 21.09 FEET TO THE POINT OF BEGINNING, AT THE INTERSECTION OF THE CENTERLINE OF SAID 50 FOOT WIDTH DRAINAGE EASEMENT AND THE FOLLOWING CENTERLINE OF A 40 FOOT WIDTH DRAINAGE EASEMENT; THENCE SOUTH 61 DEGREES 01 MINUTES 26 SECONDS WEST, 223.23 FEET TO THE TO THE WEST LINE OF SAID LOT 2, AND THE END OF SAID CENTERLINE OF 40 FOOT WIDTH DRAINAGE EASEMENT, SAID POINT BEING 150.22 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2.

DESCRIPTION: DRAINAGE EASEMENT 4 - 40' DRAINAGE EASEMENT

A STRIP OF LAND IN BLOCKS 56, 57 AND CHAPIN STREET, OF DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF ST. JOHNS COUNTY, BEING 20 FEET ON EACH SIDE OF A CENTERLINE MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF BLOCK 49 OF SAID DANCY TRACT; ; THENCE SOUTH 05 DEGREES 21 MINUTES 00 SECONDS EAST, , ON THE WEST LINE OF BLOCKS 49 AND 48 OF SAID DANCY TRACT, 1,097.91 FEET; THENCE SOUTH 84 DEGREES 16 MINUTES 01 SECONDS WEST, CROSSING NASSAU STREET AND ON THE SOUTH LINE OF LOT 4 OF SAID BLOCK 56, A DISTANCE OF 197.00 FEET TO THE POINT OF BEGINNING AT THE INTERSECTION OF SAID SOUTH LINE OF LOT 4, BLOCK 56 AND THE FOLLOWING CENTERLINE OF A 40 FOOT WIDTH DRAINAGE EASEMENT; THENCE NORTH 06 DEGREES 54 MINUTES 57 SECONDS WEST, 110.41 FEET; THENCE NORTH 21 DEGREES 04 MINUTES 15 SECONDS EAST, 85.04 FEET; THENCE NORTH 41 DEGREES 37 MINUTES 22 SECONDS EAST, 34.94 FEET; THENCE NORTH 65 DEGREES 53 MINUTES 44 SECONDS EAST, 65.81 FEET; THENCE NORTH 25 DEGREES 44 MINUTES 21 SECONDS EAST, 21.14 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF A 50 FOOT WIDTH DRAINAGE EASEMENT.



LINE	LENGTH	BEARING
L1	64.06	S28°43'15"E
L2	16.00	S89°43'15"E
L3	16.00	S28°43'15"E
L4	16.00	S89°43'15"E
L5	16.00	S28°43'15"E
L6	16.00	S89°43'15"E
L7	16.00	S28°43'15"E
L8	16.00	S89°43'15"E
L9	16.00	S28°43'15"E
L10	16.00	S89°43'15"E
L11	16.00	S28°43'15"E
L12	16.00	S89°43'15"E
L13	16.00	S28°43'15"E
L14	16.00	S89°43'15"E
L15	16.00	S28°43'15"E
L16	16.00	S89°43'15"E
L17	16.00	S28°43'15"E
L18	16.00	S89°43'15"E
L19	16.00	S28°43'15"E
L20	16.00	S89°43'15"E
L21	16.00	S28°43'15"E
L22	16.00	S89°43'15"E

NOTES:  
 D.E.4 = DRAINAGE EASEMENT 4  
 DESCRIPTIONS ON SHEETS 2 - 9

**JONES & PELLEDER, INC.**  
 808 ANASTASIA BLVD. SUITE A ST. AUGUSTINE, FLORIDA 32080 (904) 824-8115 (904) 824-6433(FAX)  
 CIVIL ENGINEERS & LAND SURVEYORS

Project: EVERGREEN CEMETERY  
 AUGUSTINE CEMETERY ASSOCIATION, INC.  
 500 NORTH RODRIGUEZ STREET  
 ST. JOHNS COUNTY, FLORIDA

DATE: 01/11/07  
 SCALE: NOT TO SCALE  
 SHEET 1 OF 3

BY: [Signature]  
 CHECKED BY: [Signature]