

RESOLUTION NO. 2007-205

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR DRAINAGE IMPROVEMENTS AND PUBLIC SIDEWALK ADJACENT TO MURRAY MIDDLE SCHOOL AS PART OF THE KING STREET IMPROVEMENT PROJECT**

**RECITALS**

**WHEREAS**, the County has plans to make improvements to the West King Street Corridor from U.S. 1 to Holmes Boulevard that include sidewalk and drainage improvements; and

**WHEREAS**, sidewalk and drainage improvements will be completed along King Street Extension and Collier Street as part of this road project; and

**WHEREAS**, at its meeting on June 12, 2007, the School Board of St. Johns County passed Resolution Number 2007-16 approving an Easement to St. Johns County; and

**WHEREAS**, the School Board has executed and presented an Easement for construction and maintenance of a stormwater ditch and public sidewalk adjacent to Murray Middle School; and

**WHEREAS**, a copy of the executed Easement is attached as Exhibit "A", incorporated by reference and made a part hereof.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissions 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 Easement is hereby accepted by the Board of County Commissioners, attached hereto as Exhibit "A" and the Clerk of Circuit Court is instructed to record the original, executed Easement in the Public Records of St. Johns County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, this 24<sup>th</sup> day of July, 2007.

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

By: Ben Rich  
Ben Rich, Chairman

**ATTEST:  
CHERYL STRICKLAND  
CLERK OF CIRCUIT COURT**

By: Pam Halter  
Deputy Clerk

RENDITION DATE 7/26/07

This Instrument Prepared Without  
Opinion of Title Given or Requested  
By: Michael A. Siragusa  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
File No. \_\_\_\_\_

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT**, executed on this 12 day of June, 2007, by **THE SCHOOL BOARD OF ST. JOHNS COUNTY, 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, Florida 32084.

**RECITALS**

- A. Grantee seeks to obtain an easement over a parcel of real property owned by Grantor for the sole purpose of constructing and maintaining a storm water ditch and public sidewalk; 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 constructing and maintaining a storm water ditch and public sidewalk (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.

C. **Existing Signage:** The right to use, maintain and replace, if necessary, the signage currently in place within the easement Property. Grantee expressly agrees the sign will not interfere with any of Grantee's intended improvements and consents to the sign remaining in its present location. Grantee shall not block from view, prevent maintenance or permit any damage to the sign while constructing and maintaining Grantee's intended improvements, and Grantor shall be solely responsible for maintaining the sign for as long as it remains in that location.

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. **Non-Disruptive Use:** 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 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. **Access:** Grant of this easement may temporarily interfere with one important means of access to Grantor's adjacent school property. Grantee shall ensure that Grantor has satisfactory access in Grantor's discretion to the adjacent school, and shall endeavor to coordinate with the Grantor any interruption in such access to minimize Grantor's inconvenience.

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 any improvement or facility of any kind or nature, without first obtaining Grantor's written consent.

4. **Indemnification.** To the extent permitted by law, Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all losses, costs or damages, including without limitation, reasonable attorneys' fees and costs, occasioned by any act, omission to act, or negligence of the Grantee, its agents and employees arising out of or related (directly or indirectly) to the use, construction, installation, operation, repair or maintenance of the Property or any improvement(s) located thereon.

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 drafted the agreement.

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

8. **Severability.** In the event any one or more of the provisions of this Easement Agreement are 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:** The School Board of St. Johns County, Florida  
40 Orange Street  
St. Augustine, Florida 32084  
Attn: Dr. Joseph Joyner, Superintendent

**TO GRANTEE:** St. Johns County, Florida  
4020 Lewis Speedway  
St. Augustine, Florida 32084  
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.

**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

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:

THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA

Nicole L. Cubbedge  
Witness #1 Nicole L. Cubbedge  
(type or print name)

By: Joseph A. Joyner  
Dr. Joseph Joyner  
Its Superintendent

James Forson  
Witness #2 James Forson  
(type or print name)

GRANTOR

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

\_\_\_\_\_  
Witness #1 \_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
(Print name) \_\_\_\_\_  
(Title) \_\_\_\_\_  
4020 Lewis Speedway  
St. Augustine, Florida 32084

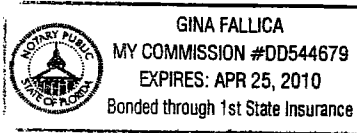
\_\_\_\_\_  
Witness #2 \_\_\_\_\_  
(type or print name)

GRANTEE

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

**THE FOREGOING** instrument was acknowledged before me this 12<sup>th</sup> day of June, 2007, by Joseph Joyner, 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)



Gina Fallica  
Signature of Notary

Gina Fallica  
(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 \_\_\_\_\_, 2007, by \_\_\_\_\_ as \_\_\_\_\_, who  is personally known to me or  has produced driver's license no. \_\_\_\_\_ as identification.

(SEAL)

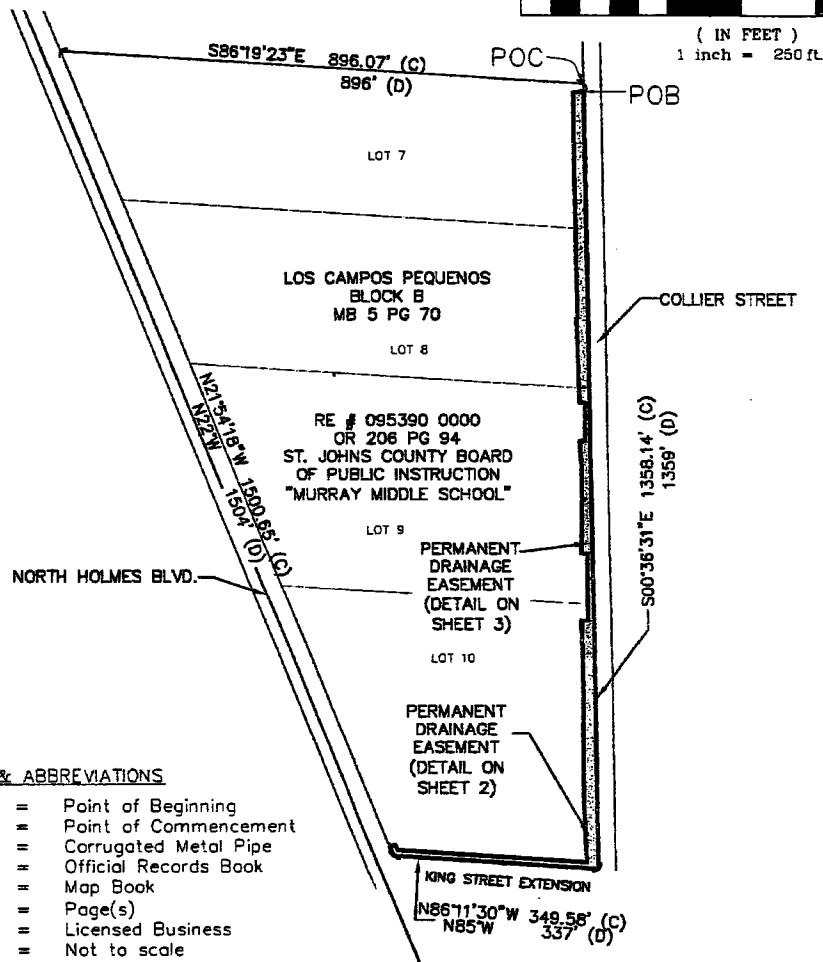
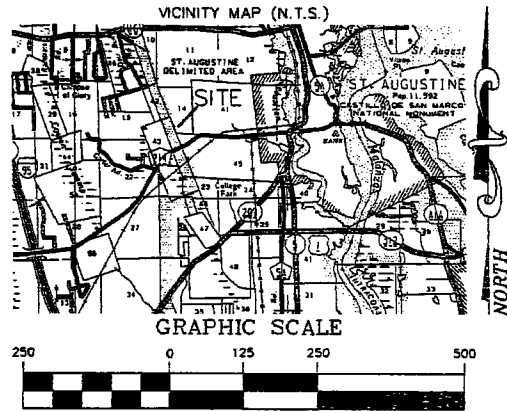
\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
(Name of notary, typed/printed)

Commission Number:  
My Commission Expires:

# SKETCH OF DESCRIPTION

SECTION 14, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST  
ST. JOHNS COUNTY, FLORIDA



**LEGEND & ABBREVIATIONS**

- POB = Point of Beginning
- POC = Point of Commencement
- CMP = Corrugated Metal Pipe
- OR = Official Records Book
- MB = Map Book
- PG(S). = Page(s)
- L.B. = Licensed Business
- N.T.S. = Not to scale
- (C) = Calculated
- (D) = Deed
- R/W = Right Of Way
- BLVD. = Boulevard

SURVEYOR'S NOTES INCLUDED  
ON SHEET 4 OF 4

SHEET 1 OF 4

SKETCH OF DESCRIPTION

DETAILS ON SHEET 2 AND 3 OF 4

**THIS IS NOT A SURVEY**

PARCEL 095390-0000

DESCRIPTION ON SHEET 4 OF 4

PREPARED FOR:  
ST. JOHNS COUNTY, FLORIDA

DATE: JANUARY 16, 2007 SCALE: 1"=250'  
REVISED FEBRUARY 7, 2007  
PROJECT #: 02-0299

DESIGN: CW CHECKED: JAA

THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.

JOHN A. ANDERBERG DATE  
PROFESSIONAL SURVEYOR AND MAPPER #5881  
STATE OF FLORIDA



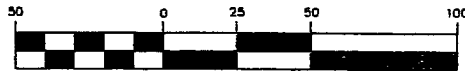
Phone: (904) 641-0123  
L.B. #2648

4540 Southside Boulevard, Suite 1001 - Jacksonville, Florida 32216

# SKETCH OF DESCRIPTION

SECTION 14, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST  
ST. JOHNS COUNTY, FLORIDA

GRAPHIC SCALE



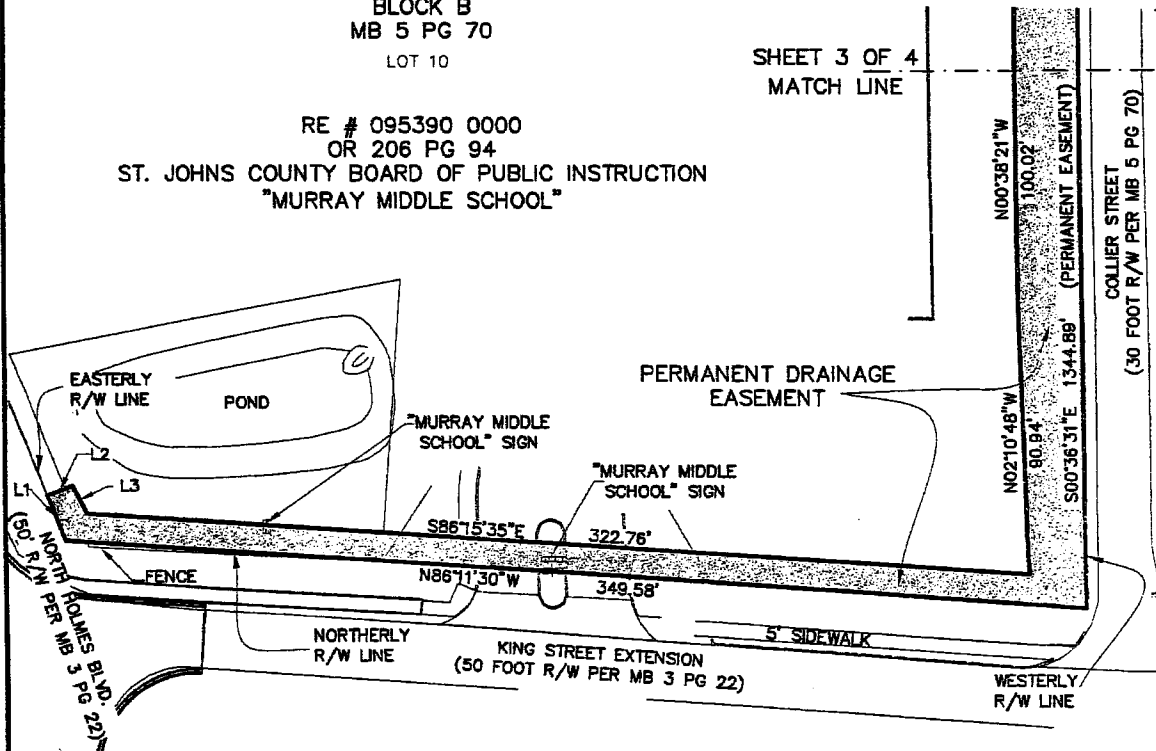
( IN FEET )  
1 inch = 50 ft.



LOS CAMPOS PEQUENOS  
BLOCK B  
MB 5 PG 70  
LOT 10

RE # 095390 0000  
OR 206 PG 94  
ST. JOHNS COUNTY BOARD OF PUBLIC INSTRUCTION  
"MURRAY MIDDLE SCHOOL"

SHEET 3 OF 4  
MATCH LINE



**LEGEND & ABBREVIATIONS**

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- N.T.S. = Not to scale
- (C) = Calculated
- (D) = Deed
- R/W = Right Of Way
- BLVD. = Boulevard

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| 1          | N21°54'18"W | 16.82'   |
| 2          | N68°05'42"E | 9.25'    |
| 3          | S27°24'35"E | 11.04'   |

SURVEYOR'S NOTES INCLUDED  
ON SHEET 4 OF 4

SKETCH OF DESCRIPTION  
**THIS IS NOT A SURVEY**

PARCEL 095390-0000

SHEET 2 OF 4  
DESCRIPTION ON SHEET 4 OF 4

PREPARED FOR:  
ST. JOHNS COUNTY, FLORIDA

DATE: JANUARY 16, 2007 SCALE: 1"=50'  
REVISED FEBRUARY 7, 2007  
PROJECT #: 02-0299

DESIGN: CW CHECKED: JAA

THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE  
SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.

JOHN A. ANDERBERG DATE  
PROFESSIONAL SURVEYOR AND MAPPER #5881  
STATE OF FLORIDA



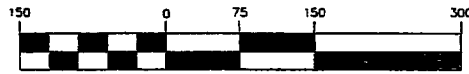
Phone: (904) 641-0123  
L.B. #2648

4540 Southside Boulevard, Suite 1001 - Jacksonville, Florida 32216

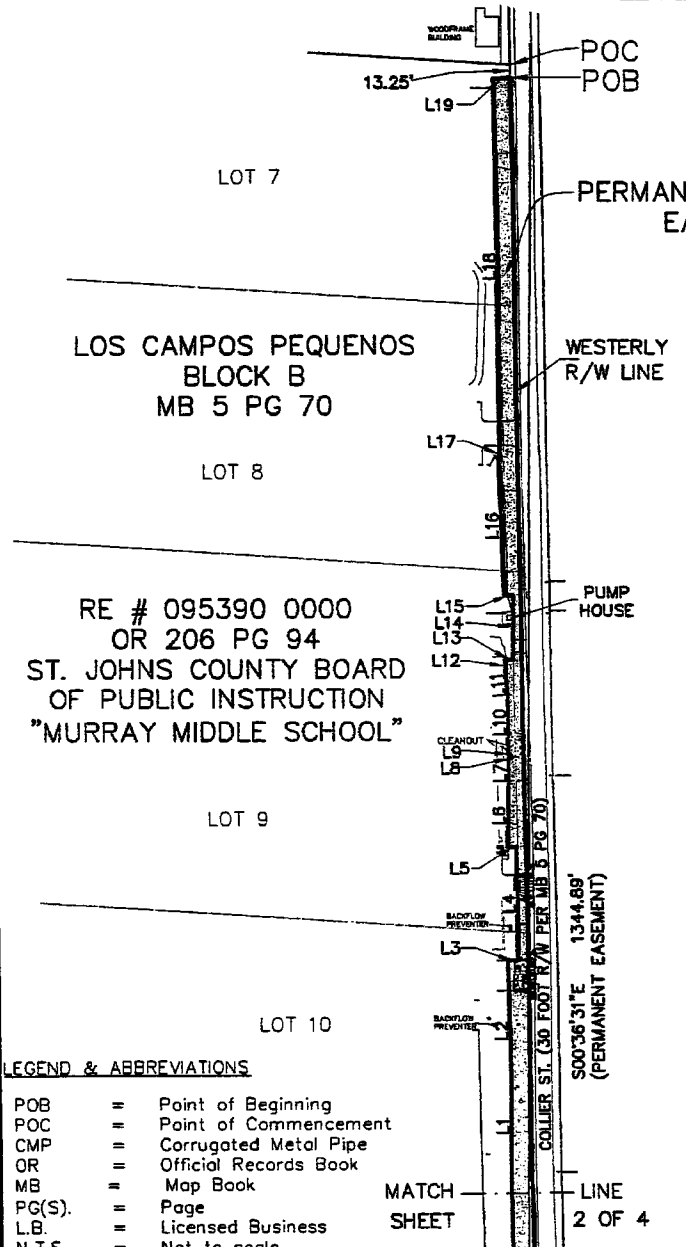
# SKETCH OF DESCRIPTION

SECTION 14, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST  
ST. JOHNS COUNTY, FLORIDA

GRAPHIC SCALE



( IN FEET )  
1 inch = 150 ft.



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| 1          | N00°33'34"E | 100.01'  |
| 2          | N01°13'38"W | 125.95'  |
| 3          | N90°00'00"E | 10.59'   |
| 4          | N00°00'00"W | 117.07'  |
| 5          | S89°25'44"W | 9.64'    |
| 6          | N02°14'17"E | 57.19'   |
| 7          | N00°21'45"W | 34.15'   |
| 8          | N64°28'01"E | 4.82'    |
| 9          | N42°53'20"W | 6.46'    |
| 10         | N00°21'45"W | 58.99'   |
| 11         | N04°15'04"W | 25.05'   |
| 12         | N00°34'16"W | 13.03'   |
| 13         | N89°25'44"E | 8.63'    |
| 14         | N00°00'00"W | 66.82'   |
| 15         | S89°25'44"W | 9.08'    |
| 16         | N01°42'18"W | 146.71'  |
| 17         | N88°34'02"E | 1.60'    |
| 18         | N00°32'31"W | 389.59'  |
| 19         | N85°22'50"E | 17.75'   |

**LEGEND & ABBREVIATIONS**

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- PG(S). = Page
- L.B. = Licensed Business
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- (D) = Deed
- R/W = Right Of Way
- BLVD. = Boulevard

MATCH SHEET LINE 2 OF 4


SURVEYOR'S NOTES INCLUDED ON SHEET 4 OF 4

SKETCH OF DESCRIPTION  
**THIS IS NOT A SURVEY**

PARCEL 095390-0000

SHEET 3 OF 4

DESCRIPTION ON SHEET 4 OF 4

|  |   |   |
|--|---|---|
| <p>PREPARED FOR:<br/>ST. JOHNS COUNTY, FLORIDA</p> <p>DATE: JANUARY 16, 2007 SCALE: 1"=150'<br/>REVISED FEBRUARY 7, 2007<br/>PROJECT #: 02-0299</p> <p>DESIGN: CW CHECKED: JAA</p> | <p>THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE &amp; ORIGINAL RAISED SEAL.</p> <p>JOHN A. ANDERBERG DATE<br/>PROFESSIONAL SURVEYOR AND MAPPER #5881<br/>STATE OF FLORIDA</p> |  <p>DRMP<br/>ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS</p> <p>Phone: (904) 641-0123<br/>L.B. #2648</p> <p>4540 Southside Boulevard, Suite 1001 - Jacksonville, Florida 32216</p> |
|--|---|---|

# DESCRIPTION

SECTION 14, TOWNSHIP 7 SOUTH, RANGE  
29 EAST  
ST. JOHNS COUNTY, FLORIDA

## PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION:

A PORTION OF LOTS 7, 8, 9, AND 10 OF BLOCK B, LOS CAMPOS PEQUENOS, A SUBDIVISION OF THE SOUTH HALF OF FRACTIONAL SECTION 14, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHN'S COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 5, PAGE 70 OF THE CURRENT PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 7 THENCE S00°36'31"E ALONG THE WESTERLY RIGHT OF WAY LINE OF COLLIER STREET (A 30.00 FOOT PLATTED RIGHT OF WAY), A DISTANCE OF 13.25 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUE S00°36'31"E ALONG SAID WESTERLY RIGHT OF WAY LINE OF COLLIER STREET, A DISTANCE OF 1344.89 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF KING STREET EXTENSION (A 50 FOOT PLATTED RIGHT OF WAY); THENCE N86°11'30"W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID KING STREET EXTENSION, A DISTANCE OF 349.58 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HOLMES BOULEVARD (A 50 FOOT RIGHT OF WAY PER MAP BOOK 3 PAGE 22 OF SAID CURRENT PUBLIC RECORDS); THENCE N21°54'18"W, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID NORTH HOLMES BOULEVARD, A DISTANCE OF 16.82 FEET; THENCE N68°05'42E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HOLMES BOULEVARD, A DISTANCE OF 9.25 FEET; THENCE S27°24'35"E, A DISTANCE OF 11.04 FEET; THENCE S86°15'35"E, A DISTANCE OF 322.76 FEET; THENCE N02°10'48"W, A DISTANCE OF 90.94; THENCE N00°38'21"W, A DISTANCE OF 100.02 FEET; THENCE N00°33'34"E, A DISTANCE OF 100.01 FEET; THENCE N01°13'38"W, A DISTANCE OF 125.95 FEET; THENCE N90°00'00"E, A DISTANCE OF 10.59 FEET; THENCE N00°00'00"W, A DISTANCE OF 117.07; THENCE S89°25'44"W, A DISTANCE OF 9.64 FEET; THENCE N02°14'17"E, A DISTANCE OF 57.19 FEET; THENCE N00°21'45"W, A DISTANCE OF 34.15 FEET; THENCE N64°28'01"E, A DISTANCE OF 4.82 FEET; THENCE N42°53'20"W, A DISTANCE OF 6.46 FEET; THENCE N00°21'45"W, A DISTANCE OF 58.99 FEET; THENCE N04°15'04"W, A DISTANCE OF 25.05 FEET; THENCE N00°34'16"W, A DISTANCE OF 13.03 FEET; THENCE N89°25'44"E, A DISTANCE OF 8.63 FEET; THENCE N00°00'00"W, A DISTANCE OF 66.82 FEET; THENCE S89°25'44"W, A DISTANCE OF 9.08 FEET; THENCE N01°42'18"W, A DISTANCE OF 146.71 FEET; THENCE N88°34'02"E, A DISTANCE OF 1.60 FEET; THENCE N00°32'31"W, A DISTANCE OF 389.59 FEET; THENCE N85°22'50"E, A DISTANCE OF 17.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.617 ACRES, MORE OR LESS.

## SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
3. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
4. THE BEARINGS HEREON ARE STATE PLANE, FLORIDA EAST ZONE, BASED ON ST. JOHNS COUNTY GEODETIC CONTROL NETWORK STATIONS "03-58" AND "D003", WHEREIN THE BEARING FROM STATION "03-58" TO STATION "D003" BEARS N45°31'56"E.

SKETCH ON SHEETS 1-3 OF 4

SHEET 4 OF 4

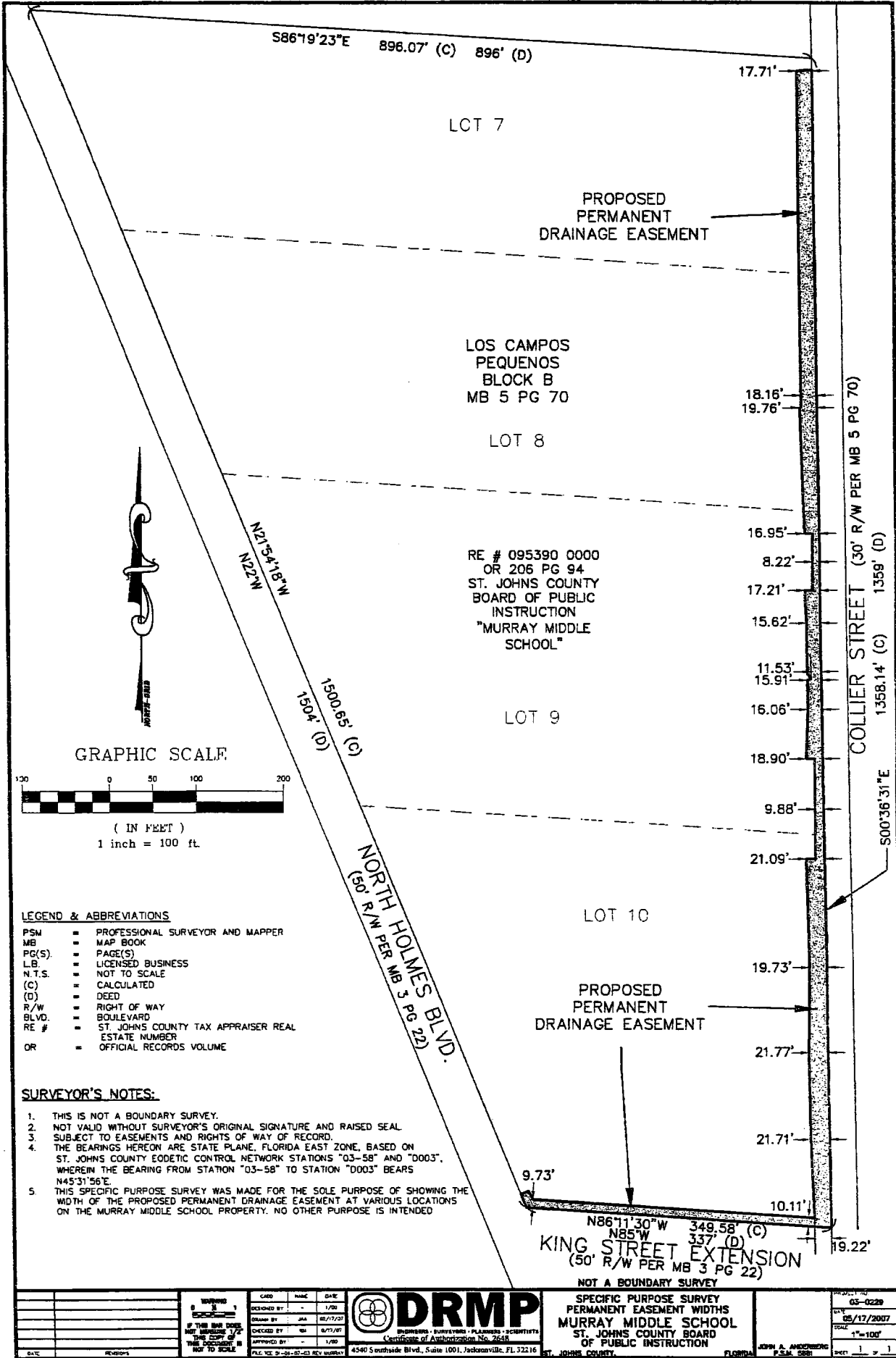
PREPARED FOR:  
ST. JOHNS COUNTY, FLORIDA  
DATE: JANUARY 16, 2007 SCALE: N/A  
REVISED FEBRUARY 7, 2007  
PROJECT # 02-0299  
DESIGN: CW CHECKED: JAA

| DATE | REVISIONS |
|------|-----------|
|      |           |
|      |           |
|      |           |
|      |           |
|      |           |
|      |           |



Phone: (904) 641-0123  
L.B. #2648

4540 Southside Boulevard, Suite 1001 - Jacksonville, Florida 32216



|                                    |   |                                 |   |   |
|------------------------------------|---|---------------------------------|---|---|
| REVISIONS<br>1<br>2<br>3<br>4<br>5 | DESIGNED BY: JAA 1/20<br>DRAWN BY: JAA 02/17/20<br>CHECKED BY: NA 07/17/07<br>APPROVED BY: - 1/20 | FILE NO. 21-01-07-03 REV SURVEY | 4540 Southside Blvd., Suite 1001, Jacksonville, FL 32216<br>ST. JOHNS COUNTY, FLORIDA | PROJECT NO. 05-0229<br>DATE 05/17/2007<br>SCALE 1"=100'<br>SHEET 1 OF 1 |
|------------------------------------|---|---------------------------------|---|---|

JOHN A. ANDREWS P.S.M. 5881

SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA  
RESOLUTION NUMBER 2007-16

A RESOLUTION BY THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN AGREEMENT WITH ST. JOHNS COUNTY, FLORIDA, TO CREATE AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A STORMWATER DITCH AND PUBLIC SIDEWALK ADJACENT TO MURRAY MIDDLE SCHOOL.

WHEREAS, at its regular meeting held on June 12, \_\_\_\_\_, 2007, duly noticed and convened under law, the School Board of St. Johns County, Florida considered grant of a proposed easement to St. Johns County, Florida, regarding construction and maintenance of a stormwater ditch and public sidewalk adjacent to Murray Middle School.

WHEREAS, by a majority vote, it was resolved by the School Board of St. Johns County, Florida, as follows:

1. The School Board does hereby approve the Easement Agreement regarding construction and maintenance of a stormwater ditch and public sidewalk adjacent to Murray Middle School as presented, and directs Superintendent Dr. Joseph Joyner to execute such document on their behalf.
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 day of June 12 \_\_\_\_\_, 2007.

SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA

By: Beverly Slough  
Beverly Slough  
Its Chairperson