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**RESOLUTION NO. 2009- 152**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A THIRTY (30) FOOT DRAINAGE EASEMENT AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A DRAINAGE SWALE FROM THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, ALONG RUSSELL SAMPSON ROAD FOR LIBERTY PINES ACADEMY.**

**RECITALS**

**WHEREAS**, The School Board of St. Johns County adopted Resolution 2009-08, attached hereto as Exhibit "A", authorizing the dedication of an Easement Agreement for drainage, maintenance and sidewalk, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, the School Board of St. Johns County has executed and presented this Easement Agreement to St. Johns County, which is adjacent to Liberty Pines Academy; and

**WHEREAS**, it is in the best interest of the County to accept the Easement Agreement for the health, safety and welfare of the students and staff attending the school.

**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 above described Easement Agreement for a drainage swale, maintenance, and sidewalk which is attached and incorporated hereto, is hereby accepted by the Board of County Commissioners. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 3. The Clerk of the Circuit Court is instructed to record the original Easement Agreement, and Resolution in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 2nd day of June, 2009.  
**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By: Cyndi Stevenson  
Cyndi Stevenson, Chair

**ATTEST:** Cheryl Strickland, Clerk

By: Patricia DeGrande  
Deputy Clerk

**Public Records of  
St. Johns County, FL  
Clerk # 2009028640,  
O.R. 3205 PG 278-289  
06/11/2009 at 11:34 AM.  
REC. \$49.00 SUR. \$54.50**

Patricia DeGrande  
MK

EXHIBIT "A" TO RESOLUTION

SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA  
RESOLUTION NUMBER 2009-08

A RESOLUTION BY THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A THIRTY FOOT (30') DRAINAGE EASEMENT TO ST. JOHNS COUNTY, FLORIDA, FOR THE CONSTRUCTION & MAINTENANCE OF A DRAINAGE SWALE ALONG RUSSELL SAMPSON ROAD.

WHEREAS, at its regular meeting held on 4-14-09, duly noticed and convened under law, the School Board of St. Johns County, Florida considered the grant of a non-exclusive thirty foot (30') drainage easement to St. Johns County, Florida, for construction and maintenance of a drainage swale intended to benefit Liberty Pines Academy.

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

1. The School District's Superintendent, Dr. Joseph Joyner, is hereby authorized to execute the easement, the form and content of which are hereby approved by the Board.
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 April 14, 2009.

SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA

By: Thomas L. Allen Jr.  
Thomas L. Allen Jr.  
Its Chairperson

EXHIBIT "B" TO RESOLUTION

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. 9-07-228

**EASEMENT AGREEMENT**  
**(Drainage Adjacent to Liberty Pines Academy)**

**THIS EASEMENT AGREEMENT**, executed on this 14th day of April, 2009, by **THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA** (the "Grantor"), whose post office address is 40 Orange Street, St. Augustine, Florida 32084, and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "Grantee"), whose post office address is 4020 Lewis Speedway, St. Augustine, Florida 32084, Real Estate Division.

**RECITALS**

- A. Grantee seeks to obtain an easement over a parcel of real property owned by Grantor for the purpose of drainage & maintenance; 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 purposes of constructing, laying, maintaining, improving and/or repairing, either above or below the surface of the ground, a drainage swale with associated drainage appurtenances and a 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.

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 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. Restoration: Immediately upon completing any installation, construction, repair or maintenance of improvements upon, over or within the Property, Grantee shall restore the Property to its pre-existing condition prior to the installation, construction, repair or maintenance.
- 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 utilize the Property for any purpose whatsoever, or to install thereon any improvement or facility of any kind or nature, without first obtaining Grantor's written consent.

4. **Indemnification**. Grantee, to the extent allowed by Florida law, shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all losses, costs or damages, including without limitation, 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. **Termination**. Grantor shall be permitted to unilaterally terminate this Grant of Easement as provided for by law or upon the occurrence of any one of the following events:

- A. Violation of Purpose: Grantee attempts to use the Property for any purpose other than that described in paragraph 1 above;
- B. Prevention from Use: Grantee prevents Grantor from exercising any right reserved to Grantor in paragraph 2 above;
- C. Non-Compliance with Covenants: Grantee fails to comply with any one of the covenants and restrictions described in paragraph 3 above;  
or
- D. Failure to Provide Services: Grantee fails to repair or maintain the Property for a period of two (2) years.

6. **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.

7. **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.

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

9. **Severability.** Should any one or more of the provisions of this Easement Agreement be 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.

10. **Other Provisions.** Venue for any legal action arising under this Agreement shall be in St. Johns County, Florida.

11. **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, Real Estate Division  
4020 Lewis Speedway  
St. Augustine, Florida 32084

**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:

**GRANTOR:**  
**THE SCHOOL BOARD OF ST. JOHNS  
COUNTY, FLORIDA**

Sharon C. Carcaba  
Witness Sharon C. Carcaba  
(type or print name)

By: Joseph Joyner  
Dr. Joseph Joyner  
Its Superintendent

Patricia J. Alexander  
Witness Pat Alexander  
(type or print name)

**GRANTEE:**  
**ST. JOHNS COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
**Cyndi Stevenson**  
Chairman of the Board of County Commissioners

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 14 day of April, 2009, 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)

Veronica L. Moody  
Signature of Notary

\_\_\_\_\_  
(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 \_\_\_\_\_, 2009, by Cyndi Stevenson as Chairman of the Board of County Commissioners, who is personally known to me.

(SEAL)

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

\_\_\_\_\_  
(Name of notary, typed/printed)  
Commission Number:  
My Commission Expires:

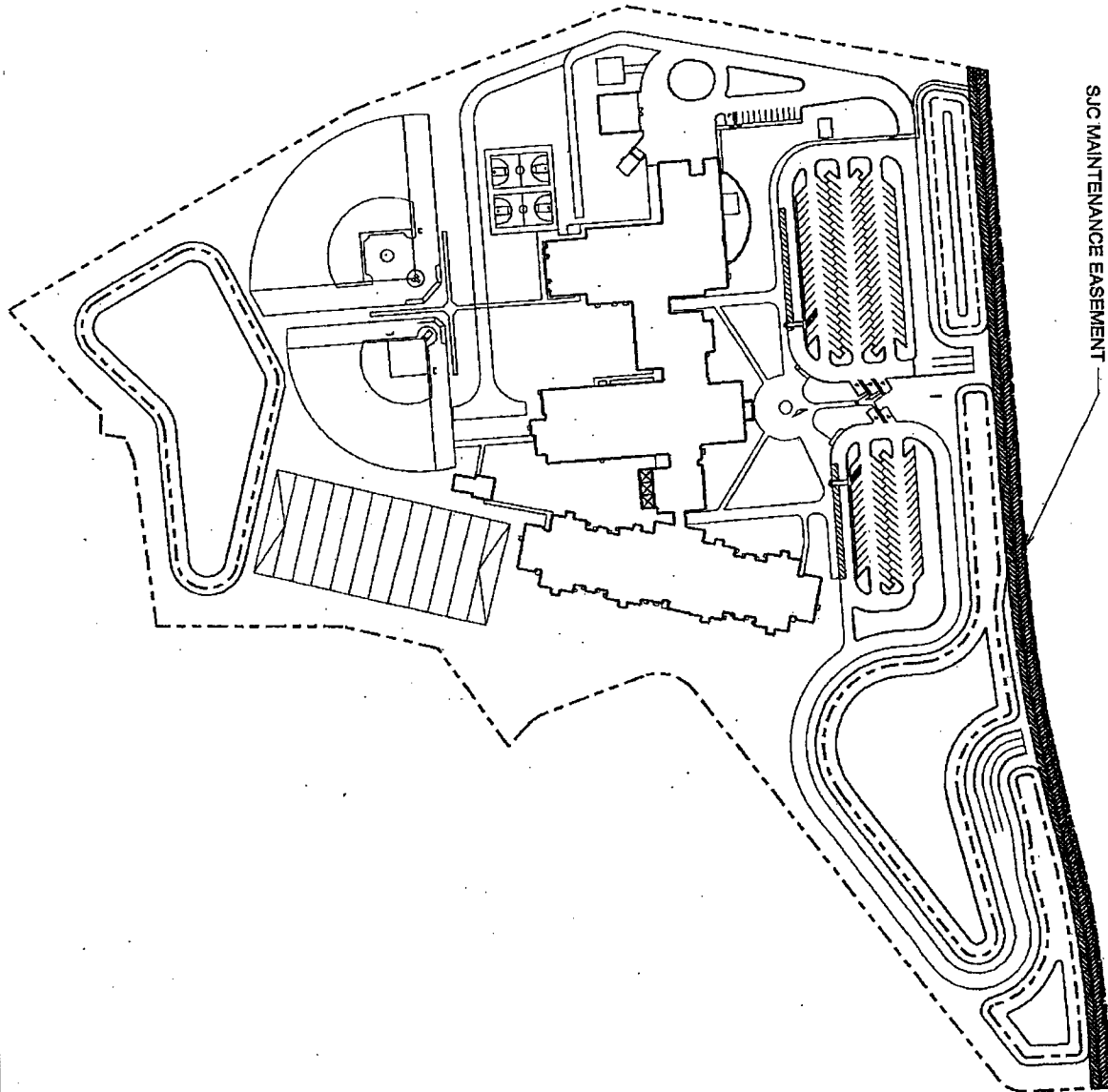
DRAINAGE AND MAINTENANCE EASEMENT:

A PORTION OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4 OF SAID SECTION 7, SAID POINT BEING SITUATE ON THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 00°10'25" WEST, ALONG THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, BEING ALSO THE WESTERLY LINE OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4, OF SAID SECTION 7, A DISTANCE OF 258.76 FEET; THENCE NORTH 89°49'35" WEST, DEPARTING LAST SAID LINE, A DISTANCE OF 102.04 FEET; THENCE NORTH 87°22'13" WEST, 184.31 FEET; THENCE SOUTH 51°09'05" WEST, 146.39 FEET; THENCE SOUTH 37°34'00" WEST, 286.44 FEET; THENCE NORTH 60°25'49" WEST, 256.49 FEET; THENCE NORTH 73°19'47" WEST, 36.49 FEET; THENCE SOUTH 45°21'37" WEST, 38.39 FEET; THENCE NORTH 51°14'55" WEST, 37.68 FEET; THENCE SOUTH 77°32'24" WEST, 38.54 FEET; THENCE SOUTH 85°40'59" WEST, 169.56 FEET; THENCE NORTH 07°18'19" EAST, 608.13 FEET; THENCE NORTH 15°56'19" EAST, 440.58 FEET; THENCE NORTH 47°39'29" EAST, 562.71 TO THE SOUTHERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD A VARIABLE WIDTH RIGHT OF WAY AS PER ROAD PLAT BOOK 1, PAGES 9 THROUGH 13, INCLUSIVE; THENCE SOUTH 57°13'06" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 773.04 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1937.96 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 344.43 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°18'36" EAST, 343.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 67°24'06" EAST, 83.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1467.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ARC LENGTH OF 293.02 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°40'49" EAST, 292.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°57'29" EAST, 78.85 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF A NON-EXCLUSIVE INGRESS/EGRESS EASEMENT, SOUTH 34°56'14" WEST, 30.00 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 55°57'29" WEST, 78.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1437.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 287.02 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°40'49" WEST, 286.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67°24'06" WEST, 83.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1967.96 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC

LENGTH OF 349.77 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°18'36" WEST, 349.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°13'06" WEST, 781.01 FEET; THENCE NORTH 47°39'29" EAST, 31.04 FEET TO THE POINT OF BEGINNING AND TO CLOSE.

CONTAINING 47,314 SQUARE FEET OR 1.08 ACRES, MORE OR LESS





SJC MAINTENANCE EASEMENT



CLIENT  
 St. Johns County  
 School District  
 40 Orange street  
 St. Augustine, FL 32084

PROJECT  
 NEW "K8" SCHOOL "GG"

TITLE  
 SJC EASEMENT

DATE: 3/3/2009

NO.	REVISIONS
1	
2	
3	
4	

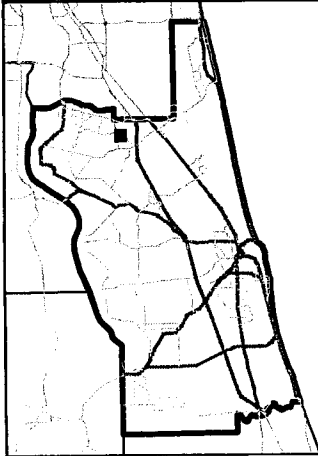
JOB NO. \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_  
 DATE \_\_\_\_\_  
 SHEET



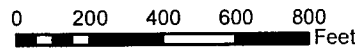
St Johns Pkwy

Russell Sampson Rd

30' Easement



### Easement Liberty Pines Academy



2008 Aerial Imagery

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
May 6, 2009  
(904) 209-0794

**DISCLAIMER.**  
This map is for reference use  
only. Data provided are derived  
from multiple sources with  
varying levels of accuracy.