

RESOLUTION NO. 2009- 168

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AND AUTHORIZING THE COUNTY TO JOIN IN THE EXECUTION OF A SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL FOR USE OF STATE SUBMERGED LANDS AS AN OFFSHORE BORROW AREA FOR FUTURE BEACH RENOURISHMENT PROJECTS.

RECITALS

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has presented to St. Johns County a Sovereignty Submerged Lands Easement Renewal, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, said easement allows the County to use certain State submerged lands as an offshore borrow area for future beach renourishment projects; and

WHEREAS, said easement renews the original easement recorded in Official Records Book 1550, page 543, of the public records of St. Johns County, Florida; and

WHEREAS, to the extent that there are typographical errors the 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.

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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Chair of the Board of County Commissioners is hereby authorized to execute the easement on behalf of the County.

Section 3. The Clerk is instructed to mail the original easement to the Florida Department of Environmental Protection, Mail Station 125, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, attention: Dana Marcum.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk
By: Alicia Al Grande
Deputy Clerk

This Instrument Prepared By:
Dana Marcum
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL

NO. 30577
BOT FILE NO. 550222119
PA NO.

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to St. Johns County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land adjacent to Sections 04 and 09, Township 07 South, Range 30 East, in the Atlantic Ocean off of St. Johns County, as is more particularly described on Attachment A, dated November 20, 1997.

TO HAVE THE USE OF the hereinabove described premises from May 4, 2005, the effective date of this easement renewal, through May 4, 2015, the expiration date of this easement renewal. The terms and conditions on and for which this easement renewal is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for an offshore borrow area for beach nourishment and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection, Consolidated Joint Coastal Permit No. 0158721-001-JC, dated May 4, 2000, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.
2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.
3. WARRANTY OF TITLE/GUARANTEED OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.
4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.
5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.
6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.
7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.
8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. VENUE: Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

10. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

11. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

St. Johns County, Florida
Board of County Commissioners
500 San Sebastian View
St. Augustine, Florida 32084

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

12. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

13. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 11 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

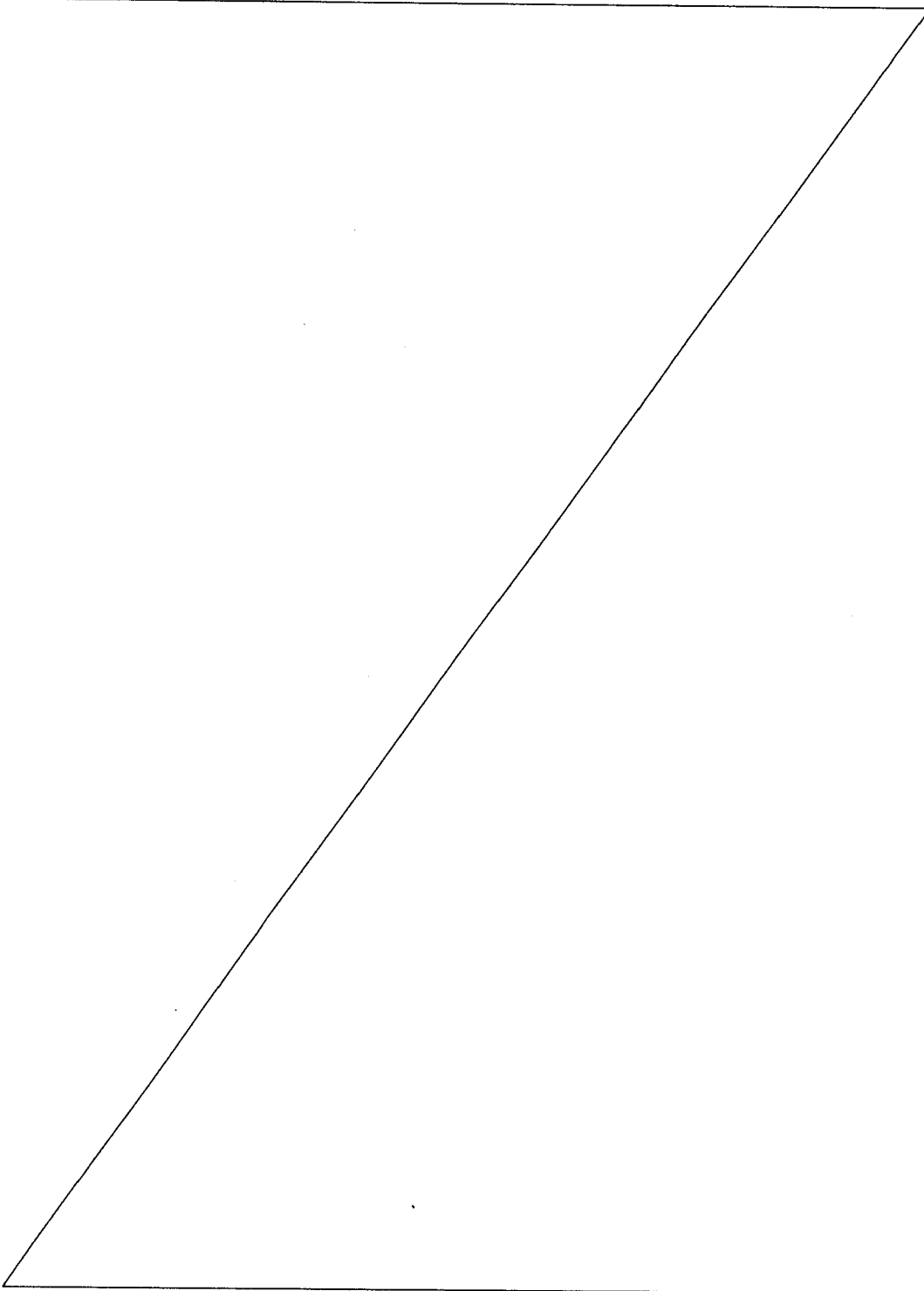
16. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

17. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

18. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

19. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(57), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

20. ACCRETION INTEREST: In further consideration of the issuance of this easement by the Grantor, Grantee consents to the construction and maintenance of the structures authorized hereunder and expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein.



WITNESSES:

Original Signature _____

Print/Type Name of Witness _____

Original Signature _____

Print/Type Name of Witness _____

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY: _____

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration, Division
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the State
of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney _____

Notary Public, State of Florida _____

Printed, Typed or Stamped Name _____

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

Original Signature _____

Typed/Printed Name of Witness _____

Original Signature _____

Typed/Printed Name of Witness _____

St. Johns County, Florida (SEAL)
by its Board of County Commissioners

BY: _____

Original Signature of Executing Authority _____

Cyndi Stevenson
Typed/Printed Name of Executing Authority _____

Chairman
Title of Executing Authority _____

"GRANTEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Cyndi Stevenson as Chairman of the Board of County Commissioners, for and on behalf of St. Johns County, Florida. She is
personally known to me or who has produced _____, as identification.
My Commission Expires: _____

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name _____


DESCRIPTION OF PROPOSED BORROW AREA

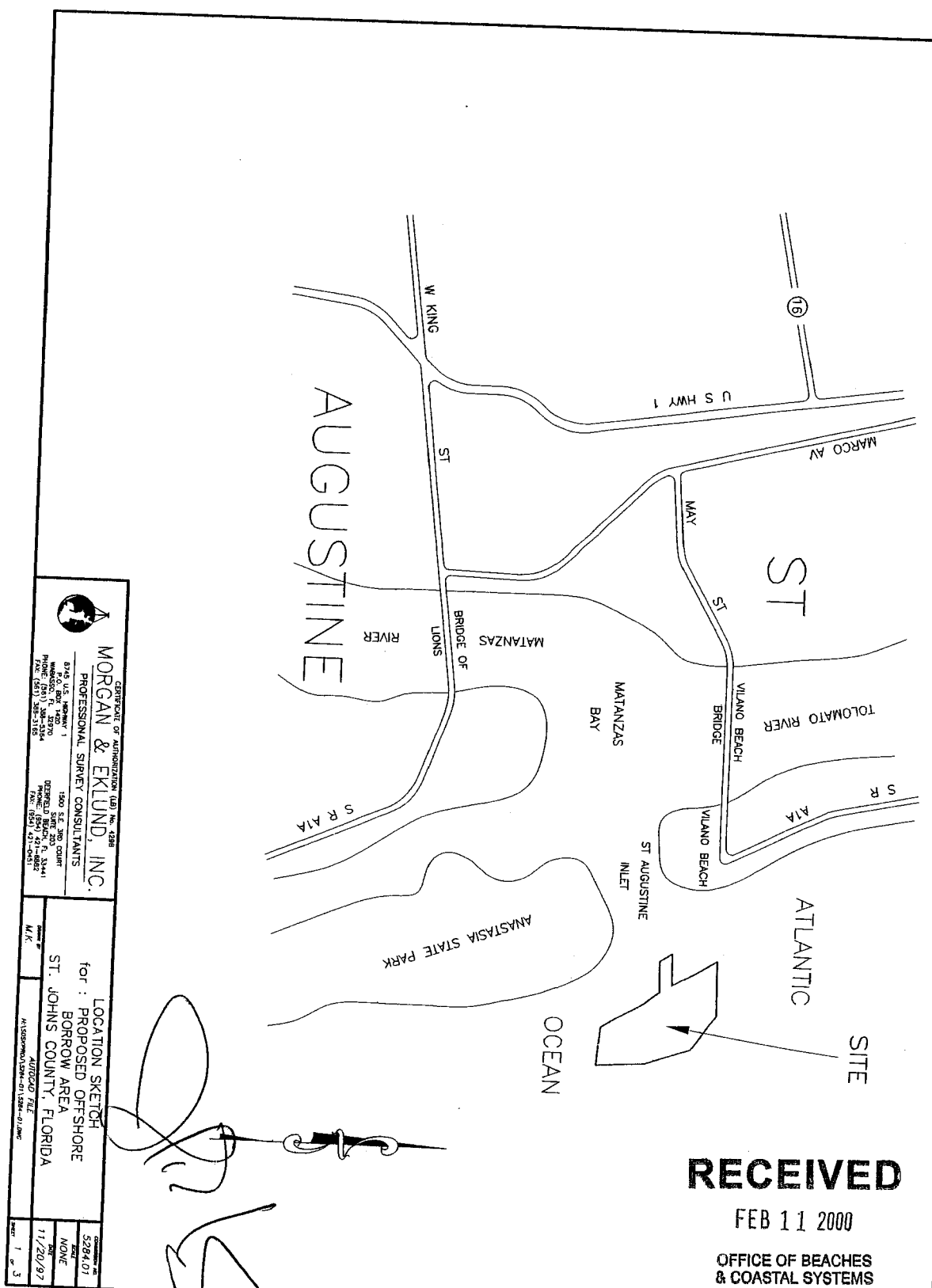
A PARCEL OF SOVEREIGN SUBMERGED LANDS, LYING ADJACENT TO SECTIONS 4 AND 9, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMANENT REFERENCE MONUMENT "78-79-A39" HAVING COORDINATES OF NORTHING 2,030,843.60 FEET, AND EASTING 406,962.74 FEET, REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1927; PROCEED NORTH 82°38'56" EAST, INTO THE WATERS OF THE ATLANTIC OCEAN, A DISTANCE OF 5184.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°19'36" EAST, A DISTANCE OF 2296.25 FEET; THENCE SOUTH 45°04'09" EAST, A DISTANCE OF 2923.89 FEET; THENCE SOUTH 20°49'29" EAST, A DISTANCE OF 2146.21 FEET; THENCE SOUTH 12°06'39" EAST, A DISTANCE OF 2735.89 FEET; THENCE NORTH 82°22'04" WEST, A DISTANCE OF 1709.14 FEET TO A POINT, SAID POINT LYING SOUTH 79°39'34" EAST, A DISTANCE OF 6399.09 FEET FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMANENT REFERENCE MONUMENT "78-79-A41" HAVING COORDINATES OF NORTHING 2,025,909.62 FEET, AND EASTING 409,807.84 FEET, REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1927; THENCE CONTINUE NORTH 30°42'07" WEST, A DISTANCE OF 3963.80 FEET; THENCE SOUTH 76°01'14" WEST, A DISTANCE OF 2339.08 FEET; THENCE NORTH 24°07'18" WEST, A DISTANCE OF 637.56 FEET; THENCE NORTH 75°07'51" EAST, A DISTANCE OF 2253.84 FEET; THENCE NORTH 30°36'13" WEST, A DISTANCE OF 3186.43 FEET, TO THE POINT OF BEGINNING.


CONTAINING 412.93 ACRES, MORE OR LESS.

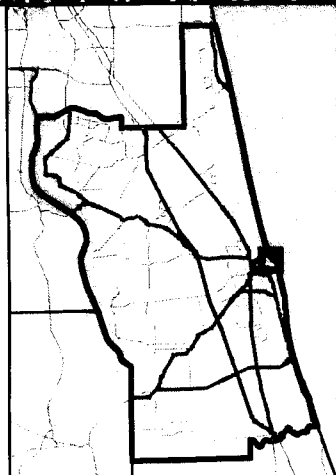
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FEB 11 2000
OFFICE OF BEACHES
& COASTAL SYSTEMS

 MORGAN & EKUND, INC. PROFESSIONAL SURVEY CONSULTANTS <small>8745 U.S. HIGHWAY 1 MADISON, FL 32909 PHONE: (850) 366-3304 FAX: (850) 366-3180</small>	<small>CENTROPE OF AUTORIZATION (03) No. 4288</small> LEGAL DESCRIPTION for : PROPOSED OFFSHORE BORROW AREA ST. JOHNS COUNTY, FLORIDA <small>Autocad File A:\BORROW\LSM-01\LSM-01.DWG</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><small>1500 S.E. 3RD COURT DEERFIELD BEACH, FL 33441 PHONE: (561) 251-8882 FAX: (561) 251-0551</small></td> <td style="width: 50%;"><small>11/20/97</small></td> </tr> <tr> <td style="width: 50%;"><small>DATE</small></td> <td style="width: 50%;"><small>3</small></td> </tr> </table>	<small>1500 S.E. 3RD COURT DEERFIELD BEACH, FL 33441 PHONE: (561) 251-8882 FAX: (561) 251-0551</small>	<small>11/20/97</small>	<small>DATE</small>	<small>3</small>
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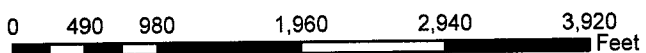


RECEIVED
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 MORGAN & EKUND, INC. PROFESSIONAL SURVEY CONSULTANTS <small>8745 U.S. HIGHWAY 1 MIAMI, FL 33154 PHONE (305) 385-1120 FAX (305) 385-1120</small>		<small>CERTIFICATE OF AUTHORIZATION (C.A.) No. 4288</small> 1500 S.E. 280 COURT MIAMI, FL 33141 PHONE (305) 421-0884 FAX (305) 421-0851	
LOCATION SKETCH for : PROPOSED OFFSHORE BORROW AREA ST. JOHNS COUNTY, FLORIDA		M/K M/S M/S	
DATE 11/20/97	DRAWN BY NONE	CHECKED BY NONE	SCALE NONE



**Offshore Borrow Area
State Submerged Lands
Future Beach Renourishment**



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
May 22, 2009
(904) 209-0790



**2008 Color Aerial
Imagery Map**

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