

RESOLUTION NO. 2011- 32

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE RUSSELL SAMPSON ROAD DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZING THE BOARD CHAIR TO JOIN IN THE EXECUTION OF THE EASEMENT AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the School Board of St. Johns County ("School Board") is the owner of property on Russell Sampson Road where Liberty Academy is located and has executed an Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereto; and

WHEREAS, said easement will allow St. Johns County ("County") to perform drainage improvements planned for that area and routine maintenance of drainage facilities located on the School Board's property; and

WHEREAS, the owner of the adjacent property has granted to the County a Temporary Construction Easement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, to give the County access to the drainage improvement area until the project is completed; and

WHEREAS, it is in the best interest of the County to accept the easements for the health, safety and welfare of its citizens.

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 Board of County Commissioners hereby accepts the Grant of Easement and Temporary Construction Easement for the purposes mentioned above and hereby authorizes the Board Chair to join in the execution of the Grant of Easement on behalf of the County.

Section 3. The Clerk is instructed to record the original Grant of Easement and Temporary Construction Easement in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/or administrative 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.


PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of February, 2011.

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

By: 

J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 2/16/11



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. 3188.907228

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, executed on this 12 day of October, 2010 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 500 San Sebastian View, St. Augustine, Florida 32084.

RECITALS

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

10. **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

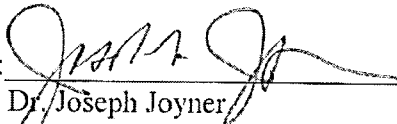
TO GRANTEE: St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, Florida 32084

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:

THE SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA

Vicki L. Moody
Witness #1 Vicki L. Moody
(type or print name)

By: 
Dr. Joseph Joyner
Is Superintendent

Nicole L. Cubbage
Witness #2 Nicole L. Cubbage
(type or print name)

GRANTOR

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

Witness #1 _____
(type or print name)

By: _____
Ron Sanchez, Chair of the Board of
County Commissioners of St. Johns
County, Florida

Witness #2 _____
(type or print name)

GRANTEE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 12 day of October, 2010, 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

Veronica L. Moody
(Name of notary, typed/printed)
Commission Number: DD 84 2070
My Commission Expires: 01-19-2013

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 2010, by Ron Sanchez, as Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County, 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:

EXHIBIT "A"

A portion of those lands described in Official Records Book 2934, Page 605 of the Public Records, St. Johns County, Florida and lying in the Northwest 1/4 of the Southeast 1/4 of Section 7, Township-5-South, Range-28-East of said St. Johns County and being more particularly described as follows:

Commence at the Most Easterly corner of said lands described on Official Records Book 2934, Page 605, said point being the intersection of the Easterly line of last described lands and the Southwesterly right-of-way line of Russell Sampson Road (a variable width right-of-way per Road Plat Book 1, Pages 9 through 13 of said public records); thence South $34^{\circ}56'14''$ West, along last said Easterly line, 30.00 feet to the Point of Beginning; thence continue along last said Easterly line, South $34^{\circ}56'14''$ West, 101.57 feet to a point of curvature; thence continue along last said Easterly line Southwesterly along the arc of a curve, concave Northwesterly and having a radius of 50.00 feet, through a central angle of $51^{\circ}08'00''$ an arc distance of 44.62 feet to a point on said curve, said curve being subtended by a chord bearing and distance of South $60^{\circ}30'14''$ West, 43.16 feet; thence departing last said Easterly line of Official Records Book 2934, Page 605, North $71^{\circ}48'54''$ West, non-tangent to last described curve, 5.49 feet; thence North $35^{\circ}56'39''$ East, 141.77 feet to a point on the Southwesterly line of a 30 foot Drainage and Maintenance Easement as shown on a sketch prepared by Geomatics Corporation, Project Number 08-1324_JEA1; thence South $55^{\circ}57'29''$ East, along last said Southwesterly line, 21.39 feet to the Point of Beginning.

Containing 0.07 acres, more or less, or 2,958 square feet, more or less.

A SKETCH SHOWING

A PROPOSED DRAINAGE & MAINTENANCE EASEMENT
LYING IN SECTION 7, TOWNSHIP-5-SOUTH, RANGE-28-EAST, ST. JOHNS COUNTY, FLORIDA

DESCRIPTION:

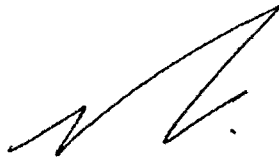
A portion of those lands described in Official Records Book 2934, Page 605 of the Public Records, St. Johns County, Florida and lying in the Northwest 1/4 of the Southeast 1/4 of Section 7, Township-5-South, Range-28-East of said St. Johns County and being more particularly described as follows:

Commence at the Most Easterly corner of said lands described on Official Records Book 2934, Page 605, said point being the intersection of the Easterly line of last described lands and the Southwesterly right-of-way line of Russell Sampson Road (a variable width right-of-way per Road Plat Book 1, Pages 9 through 13 of said public records); thence South 34°56'14" West, along last said Easterly line, 30.00 feet to the Point of Beginning; thence continue along last said Easterly line, South 34°56'14" West, 101.57 feet to a point of curvature; thence continue along last said Easterly line Southwesterly along the arc of a curve, concave Northwesterly and having a radius of 50.00 feet, through a central angle of 51°08'00" on arc distance of 44.62 feet to a point on said curve, said curve being subtended by a chord bearing and distance of South 60°30'14" West, 43.16 feet; thence departing last said Easterly line of Official Records Book 2934, Page 605, North 71°48'54" West, non-tangent to last described curve, 5.49 feet; thence North 35°56'39" East, 141.77 feet to a point on the Southwesterly line of a 30 foot Drainage and Maintenance Easement as shown on a sketch prepared by Geomatics Corporation, Project Number 08-1324_JEA1; thence South 55°57'29" East, along last said Southwesterly line, 21.39 feet to the Point of Beginning.

Containing 0.07 acres, more or less, or 2,958 square feet, more or less.

NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) BEARINGS ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RUSSELL SAMPSON ROAD (S 55°57'29" E) AND REFER TO PREVIOUS SURVEY BY A & J LAND SURVEYORS, FILE SJF-SCHOOL-BNDRY-100.DWG AND WAS PROVIDED BY CLIENT.
- 3.) ALL BOUNDARY LINE INFORMATION SHOWN HEREON REFERS TO PREVIOUS SURVEY BY A & J LAND SURVEYORS (SEE NOTE 2) AND WAS NOT FIELD VERIFIED BY THIS SURVEYOR.
- 4.) THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
- 5.) THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS OFFICE.
- 6.) THE PROPOSED DRAINAGE & MAINTENANCE EASEMENT SHOWN HEREON WAS PROVIDED TO THIS SURVEYOR BY THE CLIENT IN DIGITAL FORMAT.
- 7.) SEE GEOMATICS CORP PROJECT A-10-1512.



Pablo Ferrari, Florida PSM #5601
Not Valid Without The Signature And Original Raised
Seal Of A Florida Licensed Surveyor & Mapper

THIS SKETCH IS NOT COMPLETE WITHOUT SHEETS 1 AND 2
SEE SHEET 2 FOR SKETCH

GEOMATICS CORP.

SURVEYING-MAPPING-GPS
2804 N. FIFTH STREET, UNIT 101
ST. AUGUSTINE, FL 32084
PHONE (904) 824-3086 FAX (904) 824-5753

840 SOUTH EDGEWOOD AVENUE, SUITE 221
JACKSONVILLE, FL 32205
PHONE (904) 384-0071

LICENSED BUSINESS
FLORIDA #6979 GEORGIA #839
SOUTH CAROLINA #3387 ALABAMA #794



PROJECT No: A-10-1512 D&M Easement

DATE: July 14, 2010

CAD FILE: 10-1512-1.dwg

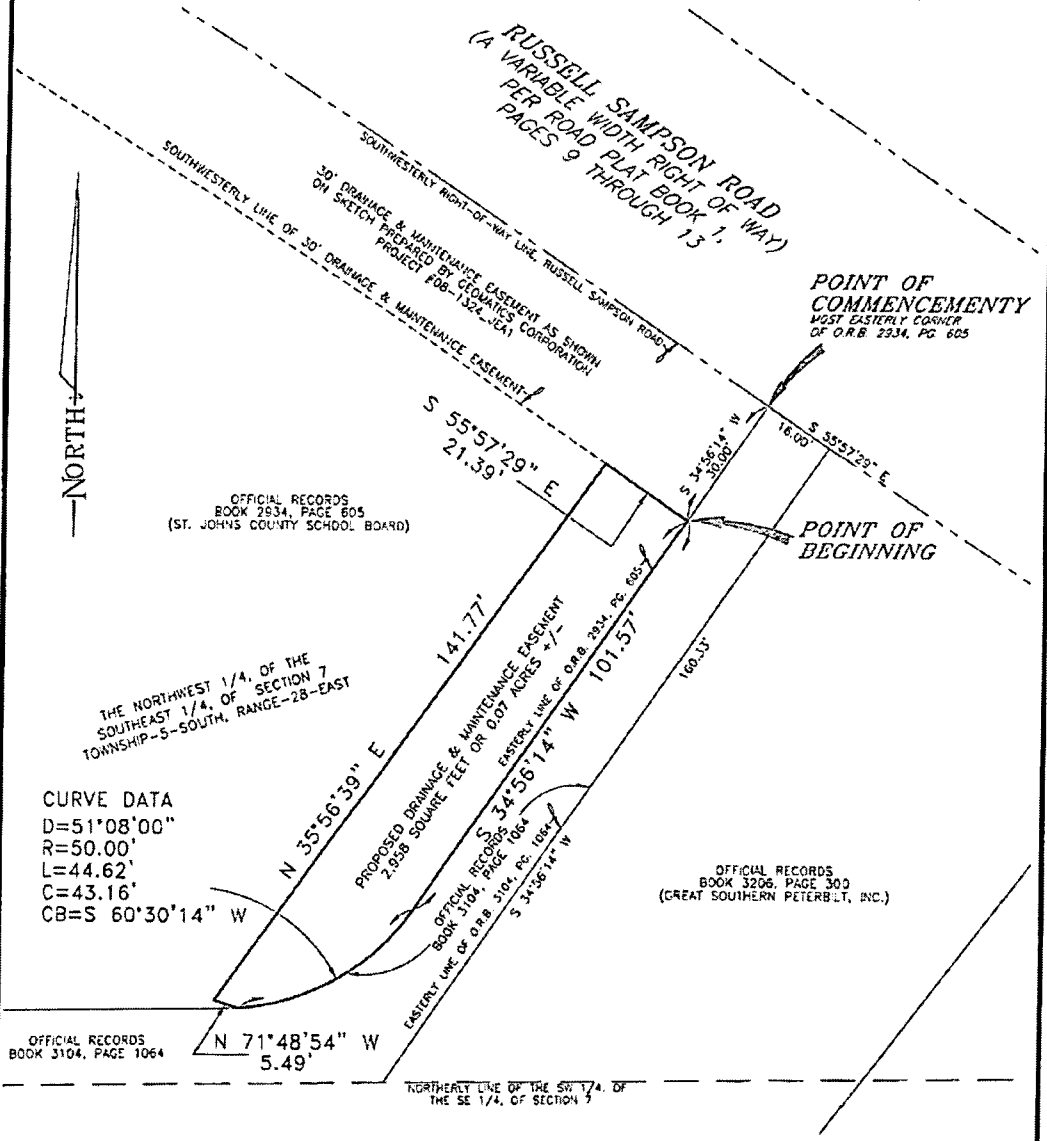
CHECKED BY: P. Ferrari

DRAWN BY: A. Wallen

REFERENCE: PROJECT No: A-10-1512

SHEET 1 OF 2

A SKETCH SHOWING
 A PROPOSED DRAINAGE & MAINTENANCE EASEMENT
 LYING IN SECTION 7, TOWNSHIP-5-SOUTH, RANGE-28-EAST, ST. JOHNS COUNTY, FLORIDA

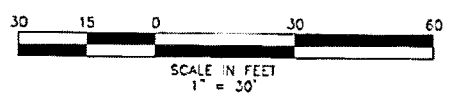


CURVE DATA
 D=51°08'00"
 R=50.00'
 L=44.62'
 C=43.16'
 CB=S 60°30'14" W

OFFICIAL RECORDS
 BOOK 3104, PAGE 1064

OFFICIAL RECORDS
 BOOK 2934, PAGE 605
 (ST. JOHNS COUNTY SCHOOL BOARD)

OFFICIAL RECORDS
 BOOK 3206, PAGE 303
 (GREAT SOUTHERN PETERBILT, INC.)



-PRELIMINARY-

July 14, 2010

THIS SKETCH IS NOT COMPLETE WITHOUT SHEETS 1 AND 2
 SEE SHEET 1 FOR NOTES AND DESCRIPTION

LEGEND / ABBREVIATIONS

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
D	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
C	CHORD
CB	CHORD BEARING

GEOMATICS CORP.

SURVEYING-MAPPING-GPS
 2804 N. FIFTH STREET, UNIT 101
 ST. AUGUSTINE, FL 32084
 PHONE (904) 824-3086 FAX (904) 824-5753
 840 SOUTH EDGEWOOD AVENUE, SUITE 221
 JACKSONVILLE, FL 32205
 PHONE (904) 384-0071
 LICENSED BUSINESS
 FLORIDA #6979 GEORGIA #939
 SOUTH CAROLINA #3387 ALABAMA #794



Prepared by: Laurie Ford
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 31st day of August, 2010, by and between **JOHN ROGER SHIVAR** and **NEVA MICHELLE WHEELER**, whose address is 10819 Russell Sampson Road, St. Johns, Florida 32259, grantor and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property as described below for such purposes as access and other uses as is reasonably necessary to enable the grantee to complete the construction of the Russell Sampson Drainage Improvement Project. This Easement is over the land in St. Johns County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

It is understood and agreed by the parties hereto that the rights granted herein should terminate 180 days from the date construction begins. Upon completion of the project the property shall be returned to its original state.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:

Delbie Taylor
Print Name: Delbie Taylor

Laurie Ford
Print Name: Laurie Ford

GRANTOR:

John Roger Shivar
JOHN ROGER SHIVAR

Neva Michelle Wheeler
NEVA MICHELLE WHEELER

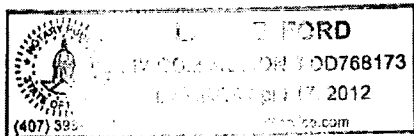
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 31st day of August, 2010, by John Roger Shivar and Neva Michelle Wheeler. Who are personally known to me or have produced FL Driver's Lic. as identification.

Laurie Ford

Notary Public

My commission expires: 4-17-2012



A SKETCH SHOWING

A PROPOSED TEMPORARY CONSTRUCTION EASEMENT
LYING IN SECTION 7, TOWNSHIP-5-SOUTH, RANGE-28-EAST, ST. JOHNS COUNTY, FLORIDA

DESCRIPTION:

A portion of those lands described in Official Records Book 3104, Page 1064 of the Public Records, St. Johns County, Florida and lying in the Northwest 1/4 of the Southeast 1/4 of Section 7, Township-5-South, Range-28-East of said St. Johns County and being more particularly described as follows:

Begin at the Most Easterly corner of lands described on Official Records Book 2934, Page 605 of said public records, said point being the intersection of the Easterly line of last described lands and the Southwesterly right-of-way line of Russell Sampson Road (a variable width right-of-way per Road Plat Book 1, Pages 9 through 13 of said public records); thence South 55°57'29" East, along said right-of-way line, 16.00 feet to it's intersection with the Easterly line of aforementioned lands described in Official Records Book 3104, Page 1064; thence departing said right-of-way line, South 34°56'14" West, along last said Easterly line, 160.33 feet; thence departing last said Easterly line, North 71°48'54" West, 36.16 feet to a point on the aforementioned Easterly line of lands described in Official Records Book 2934, Page 605; thence Northeasterly along last said Easterly line, being the arc of a curve concave Northwesterly and having a radius of 50.00 feet, through a central angle of 51°08'00" an arc distance of 44.62 feet to a point of tangency, said curve being subtended by a chord bearing and distance of North 60°30'14" East, 43.16 feet; thence continue along last said Easterly line, North 34°56'14" East, 131.57 feet to the Point of Beginning.

Containing 0.06 acres, more or less, or 2,770 square feet, more or less.

NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) BEARINGS ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RUSSELL SAMPSON ROAD (S 55°57'29" E) AND REFER TO PREVIOUS SURVEY BY A & J LAND SURVEYORS, FILE SJF-SCHOOL-BNDRY-100.DWG AND WAS PROVIDED BY CLIENT.
- 3.) ALL BOUNDARY LINE INFORMATION SHOWN HEREON REFERS TO PREVIOUS SURVEY BY A & J LAND SURVEYORS (SEE NOTE 2) AND WAS NOT FIELD VERIFIED BY THIS SURVEYOR.
- 4.) THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
- 5.) THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS OFFICE.
- 6.) THE PROPOSED DRAINAGE & MAINTENANCE EASEMENT AND THE TEMPORARY CONSTRUCTION EASEMENT WAS PROVIDED TO THIS SURVEYOR BY THE CLIENT IN DIGITAL FORMAT.
- 7.) SEE GEOMATICS CORP PROJECT A-10-1512-1.

Pablo Ferrari, Florida PSM #5601

Not Valid Without The Signature And Original Raised
Seal Of A Florida Licensed Surveyor & Mapper

THIS SKETCH IS NOT COMPLETE WITHOUT SHEETS 1 AND 2
SEE SHEET 2 FOR SKETCH

GEOMATICS CORP.

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JACKSONVILLE, FL 32205
PHONE (904) 384-0071
LICENSED BUSINESS
FLORIDA #6879 GEORGIA #939
SOUTH CAROLINA #3367 ALABAMA #784



PROJECT No: A-10-1512-1-TCE

DATE: August 10, 2010

CAD FILE: 10-1512-1-TCE.dwg

CHECKED BY: P. Ferrari

DRAWN BY: A. Wallen

REF: PROJECT No. A-10-1512-1

