

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A GRANT OF EASEMENT FOR A BUS SHELTER IN FRONT OF THE FLAGLER COLLEGE AUDITORIUM ON GRANADA STREET AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE EASEMENT.

RECITALS

WHEREAS, Flagler College, a Florida non profit corporation, has executed and presented to the County a Grant of Easement for a Bus Shelter, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, in connection with the St. Johns County Bus Shelter installation project; and

WHEREAS, the Easement is required to allow placement of the bus shelter on the Flagler College property along the Sunshine Bus route. The construction of the shelter is funded by the Federal Transit Administration Grant which will allow eleven bus shelters to be installed throughout the County; and

WHEREAS, it is in the best interest of the County to accept the Bus Shelter Easement for the safety and welfare of the citizens waiting for the bus; and

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

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 Grant of Easement attached and incorporated hereto, is hereby accepted by the Board of County Commissioners and the County Administrator, or designee, is authorized to execute the Easement.

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

PASSED AND ADOPTED this 3rd day of April, 2012.

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

By: *Mark P. Miner*
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By: *Pam Halterman*
Deputy Clerk

RENDITION DATE 4/5/12

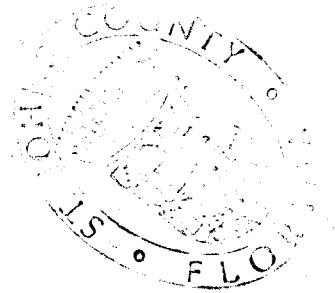


Exhibit "A" to Resolution

Prepared by and return to:

Nanette Bradbury
St. Johns County Real Estate Division
500 San Sebastian View
St. Augustine Florida 32084

GRANT OF EASEMENT

THIS INDENTURE is made as of the ____ day of _____ 2012, by and between the **FLAGLER COLLEGE, Inc.**, a Florida non profit corporation, whose address is 74 King Street, St. Augustine, Florida 32084 ("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 Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey forever to the Grantee, its successors and assigns, a non-exclusive unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, use, maintain, improve, and/or repair either above or below the surface of the ground, facilities and associated improvements for a bus stop shelter (shown in Exhibit B), over, through, across, or under the following described land located in St. Johns County, Florida, to wit (the "Easement Property"):

See Exhibit A attached hereto and incorporated herein.

TOGETHER with the non-exclusive right of said Grantee, its successors and assigns, of ingress and egress to and over said Easement Property, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements under or in said Easement Property, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

THIS EASEMENT is granted subject to the following terms and conditions:

1. The Grantor and its successors and assigns may authorize and may use the Easement Property for any purpose that does not unreasonably interfere with the use and enjoyment by the Grantee of the rights granted by this instrument.

2. The Grantee shall install, improve and develop the Easement Property as set forth in Exhibit B, which shall consist of a bus shelter. No other improvements shall be installed without the Grantor's prior written consent. Grantee shall maintain the bus shelter and any other improvements installed with Grantor's consent, in good condition and repair, free of trash and rubbish.

3. In its use of the Easement Property, Grantee shall comply with all applicable State municipal and local laws, and rules, orders, regulations and requirements of governmental departments and commissions.

4. No property of Grantor shall be destroyed, displaced or damaged by Grantee in its use of the Easement Property without the prior written consent of Grantor and the express agreement of the Grantee to promptly replace, return, repair, and restore any such property in a condition satisfactory to Grantor upon demand.

5. To the extent allowed by law, the Grantee shall indemnify and save harmless Grantor, its officers, directors, trustees, agents and employees against any and all loss, damage, claim or liability whatsoever due to personal injury or death, or damage to property of others directly or indirectly, due to the exercise by the Grantee of the rights granted hereby, or any other act or omission of Grantee.

6. The Grantee shall confine activities on the Easement Property strictly to those necessary for the enjoyment of the use hereby granted, and shall refrain from marring or impairing the appearance of said Easement Property, obstructing access thereto, interfering with the transaction of Grantor's business and the convenience of the public, jeopardizing the safety of persons or property, or marring, damaging or defacing Grantor's adjoining property and buildings, or causing justifiable public criticism.

7. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this easement shall be assumed and discharged by Grantee.

8. Grantee shall at all times maintain in full force and effect a policy of general comprehensive liability insurance with an insurance company licensed in the State of Florida in the minimum amount of \$1,000,000.00 insuring Grantor and Grantee against liability for accidents on the Easement Property. Evidence of such liability insurance and the continuing renewal thereof shall be furnished to Grantor upon Grantor's request.

9. Should any one or more of the provisions of this 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, provided the essential terms for each party remain binding and enforceable.

10. This agreement represents the final agreement of the parties and no agreements or representations, unless incorporated in this agreement, shall be binding on any of the parties, and no portion hereof shall be amended or modified unless such change shall be in writing and signed by both parties thereto.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

FLAGLER COLLEGE, INC.

By: _____

Name _____

Print Name: _____

Its: _____

Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ who is personally known to me.

Notary Public

IN WITNESS WHEREOF, Grantee has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

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

Name _____

By: _____
Michael D. Wanchick
County Administrator

Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Michael D. Wanchick who is personally known to me.

Notary Public

EXHIBIT A

The Easement Property

February 22, 2012

FLAGLER COLLEGE AUDITORIUM BUS STOP EASEMENT

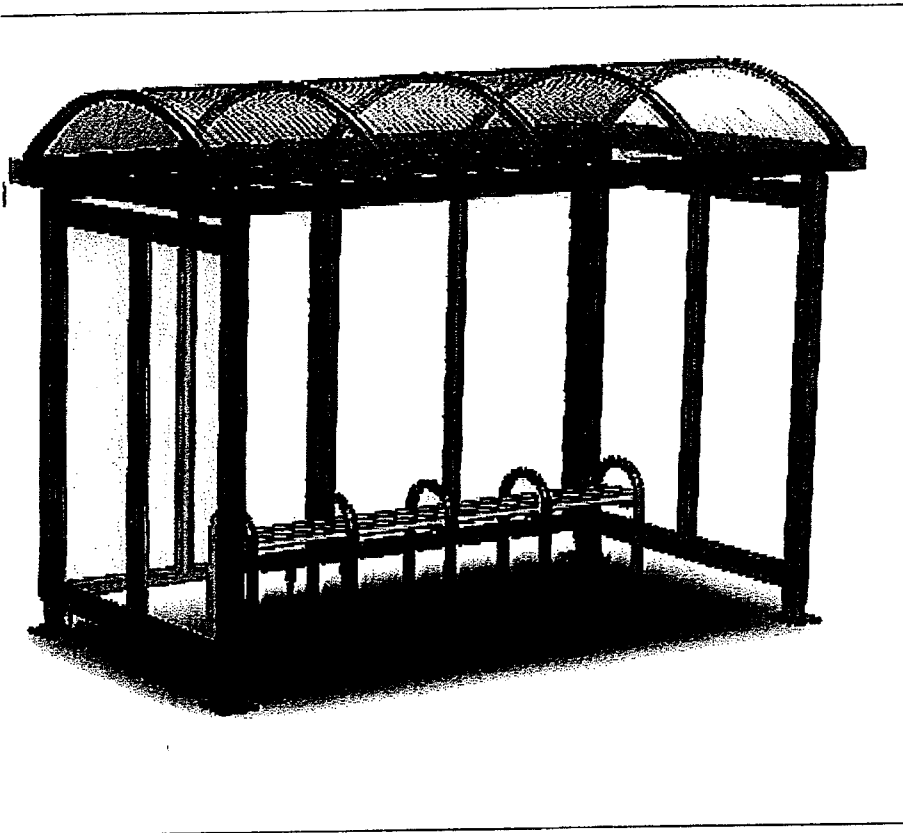
A PART OF LOT 5, BLOCK 46-A OF THE 1923 MAP OF THE CITY OF ST. AUGUSTINE, SECTION 18, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF CEDAR STREET, AS NOW ESTABLISHED, WITH THE WESTERLY RIGHT OF WAY LINE GRANADA STREET, AS NOW ESTABLISHED; THENCE NORTH 03°52'00" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°52'00" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 25.00 FEET; THENCE SOUTH 86°08'00" WEST A DISTANCE OF 10 FEET; THENCE SOUTH 03°52'00" EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 86°08'00" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 250 SQUARE FEET, MORE OR LESS.

Exhibit "B" to Easement

6' x 12' / 3' x 12' Shelters

TYPE 1 (Bronze Thermoclear Roof)



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