

RESOLUTION NO. 2013- 112

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT FROM THE SCHOOL BOARD FOR CONSTRUCTION OF A SIDEWALK ALONG OSCEOLA ELEMENTARY ROAD.**

**RECITALS**

**WHEREAS**, the School Board of St. Johns County, has presented an Easement Agreement attached hereto as Exhibit "A," incorporated by reference and made a part hereof. The Easement Agreement is scheduled for approval by the School Board at their May meeting; and

**WHEREAS**, the Easement Agreement is required for construction of the sidewalk along Osceola Elementary Road to connect the sidewalk in front of the School to Osceola Center Condo. Construction is funded by the Transportation Trust Fund; and

**WHEREAS**, two temporary construction easements attached hereto as Exhibit "B and C," have been requested from Flagler College and Casa Verde 501 LLC; and

**WHEREAS**, it is in the best interest of the public for the County to accept the Easement for the safety and welfare of the citizens in that area.

**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 Easement Agreement and Temporary Construction Easements are hereby accepted by the Board of County Commissioners of St. Johns County.

Section 3. To the extent that there are typographical, scrivener 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.

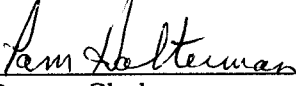
Section 3. The Clerk of Circuit Court is instructed to record the original Easement Agreement and Temporary Construction Agreements in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21<sup>st</sup> day of May, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
John H. Morris, Chair

ATTEST: Cheryl Strickland  
Clerk of Circuit Court

By:   
Deputy Clerk

RENDITION DATE 5/23/13



Exhibit "A" 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. 3188.905037

**EASEMENT AGREEMENT**  
(Sidewalk – Osceola Elementary School)

**THIS EASEMENT AGREEMENT**, executed on this \_\_\_ day of \_\_\_\_\_, 2013,  
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, 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 sole purpose of constructing and maintaining a sidewalk for use by the general public; 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 which include, without limitation, covenants not to: disrupt school operations, modify current drainage patterns or water retention ponds.

Agreement

**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 sidewalk for use by the general public (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")**

**Parcel ID # 098420-0010**

**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.

E. No Disruption of Drainage: Grantee shall not disrupt the current drainage patterns of the adjacent school and parking lot, or modify the existing water retention ponds, without first obtaining the Grantor's written consent.

4. Indemnification. To the extent permitted under Florida law, the Grantee 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

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  
Attn: Patrick McCormack, County Attorney

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.

**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

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

By: \_\_\_\_\_  
Its Chairperson

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

**“GRANTOR”**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

**THE FOREGOING** instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as Chairperson of the School Board of St. Johns County, Florida, on behalf of the School Board, 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:

**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:

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

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

By: \_\_\_\_\_  
Chairperson 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 \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as Chairperson 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" to Easement Agreement**

A PARCEL OF LAND IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°30'29" WEST A DISTANCE OF 26.60 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS 1425, PAGE 129 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 380.00 FEET, A CHORD BEARING OF SOUTH 27°03'32" EAST AND A CHORD DISTANCE OF 47.81 FEET; THENCE ALONG SAID CURVE AND ALONG SAID WESTERLY LINE, AN ARC DISTANCE OF 47.84 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 320.00 FEET, A CHORD BEARING OF SOUTH 21°33'45" EAST AND A CHORD DISTANCE OF 101.26 FEET; THENCE ALONG SAID REVERSE CURVE AND ALONG SAID WESTERLY LINE, AN ARC DISTANCE OF 101.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°27'33" EAST, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 459.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 12°27'33" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 690.01 FEET; THENCE NORTH 85°22'16" WEST A DISTANCE OF 10.46 FEET; THENCE NORTH 12°27'33" WEST A DISTANCE OF 686.94 FEET; THENCE NORTH 77°32'27" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

Exhibit "B" to Resolution

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this \_\_\_ day of \_\_\_\_\_, 2013, by and between FLAGLER COLLEGE, INC., a Florida non-profit corporation, whose address is 74 King Street, St. Augustine, FL 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 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 construction of a sidewalk and other uses as is reasonably necessary to enable the grantee to complete the Sidewalk Project. This Easement is over the land in St. Johns County, Florida, described as follows:

Ten feet lying south of and immediately adjacent to Osceola Elementary Road in the southwest corner of the property described in Official Records Book 875 Page 1577 of the public records of St. Johns County, Florida.

It is understood and agreed by the parties hereto that the rights granted herein should terminate Sixty 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:

GRANTOR:  
FLAGLER COLLEGE, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ Who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**Exhibit "C" to Easement**

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS EASEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **CASA VERDE 501 LLC**, a Florida limited liability company, whose address is 69 South Dixie Highway, Suite D, St. Augustine, FL 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 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 construction of a sidewalk and other uses as is reasonably necessary to enable the grantee to complete the Sidewalk Project. This Easement is over the land in St. Johns County, Florida, described as follows:

Ten feet lying south of and immediately adjacent to Osceola Elementary Road in the northeast corner of the property described in Official Records Book 2220 Page 1646 of the public records of St. Johns County, Florida.

It is understood and agreed by the parties hereto that the rights granted herein should terminate Sixty 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:

**GRANTOR:**  
**CASA VERDE 501, LLC**

By: \_\_\_\_\_

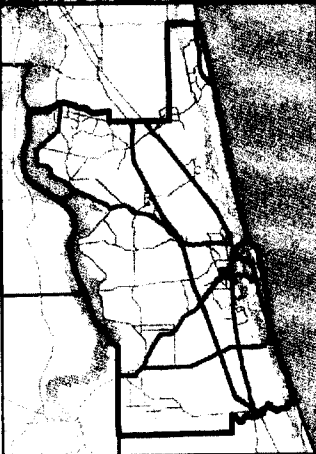
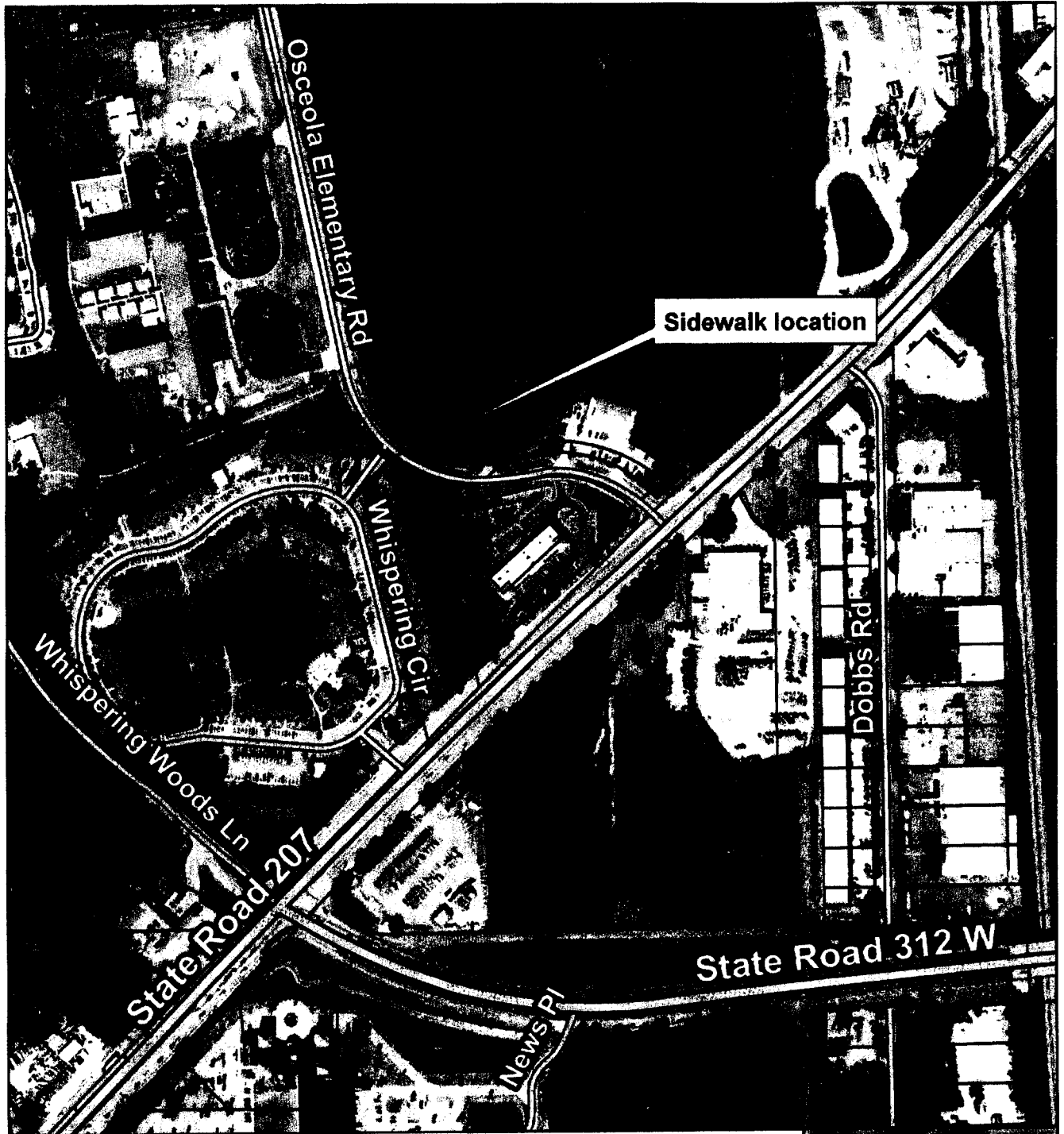
\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ Who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



## Sidewalk Project Osceola Elementary Road

0 145 290 580 870 1,160 Feet

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
April 23, 2013  
(904) 209-0788

