

RESOLUTION NO. 2013- 37

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SOVEREIGNTY SUBMERGED LANDS EASEMENT FOR ACCESS ACROSS STATE LANDS TO THE TREASURE BEACH CANALS AND AUTHORIZING THE CHAIR OF THE BOARD TO JOIN IN THE EXECUTION OF THE EASEMENT ON BEHALF OF THE COUNTY.

RECITALS

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

WHEREAS, said easement will give the County access across certain State submerged lands for the purposes of dredging the access boat channels known as the Treasure Beach Canals; and

WHEREAS, the State requires the County to join in the execution of the easement to acknowledge the terms and conditions set forth in the easement; and

WHEREAS, it is in the best interest of the County to accept the easement for the health, safety and welfare of its citizens and move forward with the project.

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 Sovereignty Submerged Lands Easement and authorizes the Chair to execute the easement on behalf of the County.

Section 3. The Clerk is instructed to mail the original easement to Florida Department of Environmental Protection, Marjory Stoneman Douglas Building, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Attention: Celeda Wallace, Government Operations Consultant I.

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 19th day of January, 2013.

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

By: _____

[Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

[Signature]
Deputy Clerk



Exhibit "A" to Resolution

This Instrument Prepared By:
Celeda Wallace
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

BOT FILE NO. 552176692
EASEMENT NO. 28965

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. John's County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 27,
Township 08 South, Range 30 East, in Mantanzas River,
St. John's County, as is more particularly described
and shown on Attachment A, dated February 28, 1993.

TO HAVE THE USE OF the hereinabove described premises from April 12, 2013, the effective date of this easement renewal, through April 12, 2063, 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 the dredging of two existing access boat channels. 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. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. **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 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. John's County Florida
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.

10. **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.

11. **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 9 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.

12. **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.

13. **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.

14. **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.

15. **USACE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE 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.

16. **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.

17. **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(60), 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.

WITNESSES:

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

Original Signature _____

(SEAL)

Print/Type Name of Witness _____

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

Original Signature _____

Print/Type Name of Witness _____

"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:

Notary Public, State of Florida

DEP Attorney _____

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

St. John's County, Florida
By its Board of County Commissioners (SEAL)

Original Signature _____

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness _____

Jay Morris
Typed/Printed Name of Executing Authority

Original Signature _____

Chair
Title of Executing Authority

Typed/Printed Name of Witness _____

"GRANTEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Jay Morris as Chair, for and on behalf of the Board of County Commissioners of St. John's County, Florida. He is personally
known to me or who has produced _____, as
identification.

My Commission Expires: _____

Notary Public, State of _____

Commission/Serial No. _____

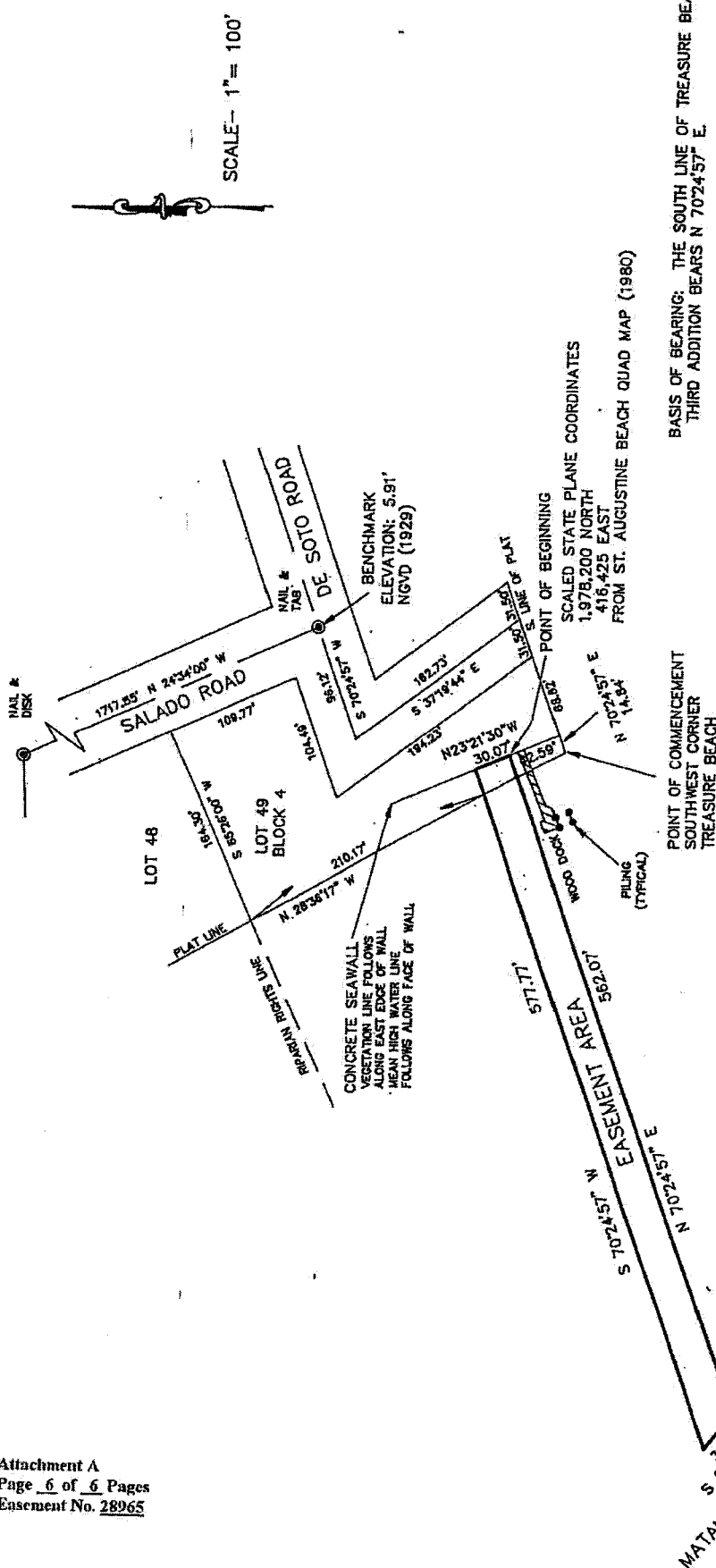
Printed, Typed or Stamped Name

That part of Section 27, Township 8 South, Range 30 East, St. Johns County, Florida described as follows:

Commencing at the southwest corner of Treasure Beach Third Addition, as recorded in Map Book 11, page 48 of the public Records of St. Johns County, Florida; thence North 70 degrees 24 minutes 57 seconds East, along the south line of said Treasure Beach Third Addition, 14.84 feet to the mean high water line of the Matanzas River; thence North 23 degrees 21 minutes 30 seconds West, along said mean high water line, 42.59 feet to the Point of Beginning of the parcel to be described; thence continue North 23 degrees 21 minutes 30 seconds West, along said mean high water line, 30.07 feet; thence South 70 degrees 24 minutes 57 seconds West 577.77 feet; thence South 50 degrees 05 minutes 17 seconds East 34.82 feet; thence North 70 degrees 24 minutes 57 seconds East 562.07 feet to the Point of Beginning.

Containing 17098 square feet more or less.

Attachment A
 Page 6 of 6 Pages
 Easement No. 28965



SCALE - 1" = 100'

BASIS OF BEARING: THE SOUTH LINE OF TREASURE BEACH THIRD ADDITION BEARS $N 70^{\circ}24'57'' E$.

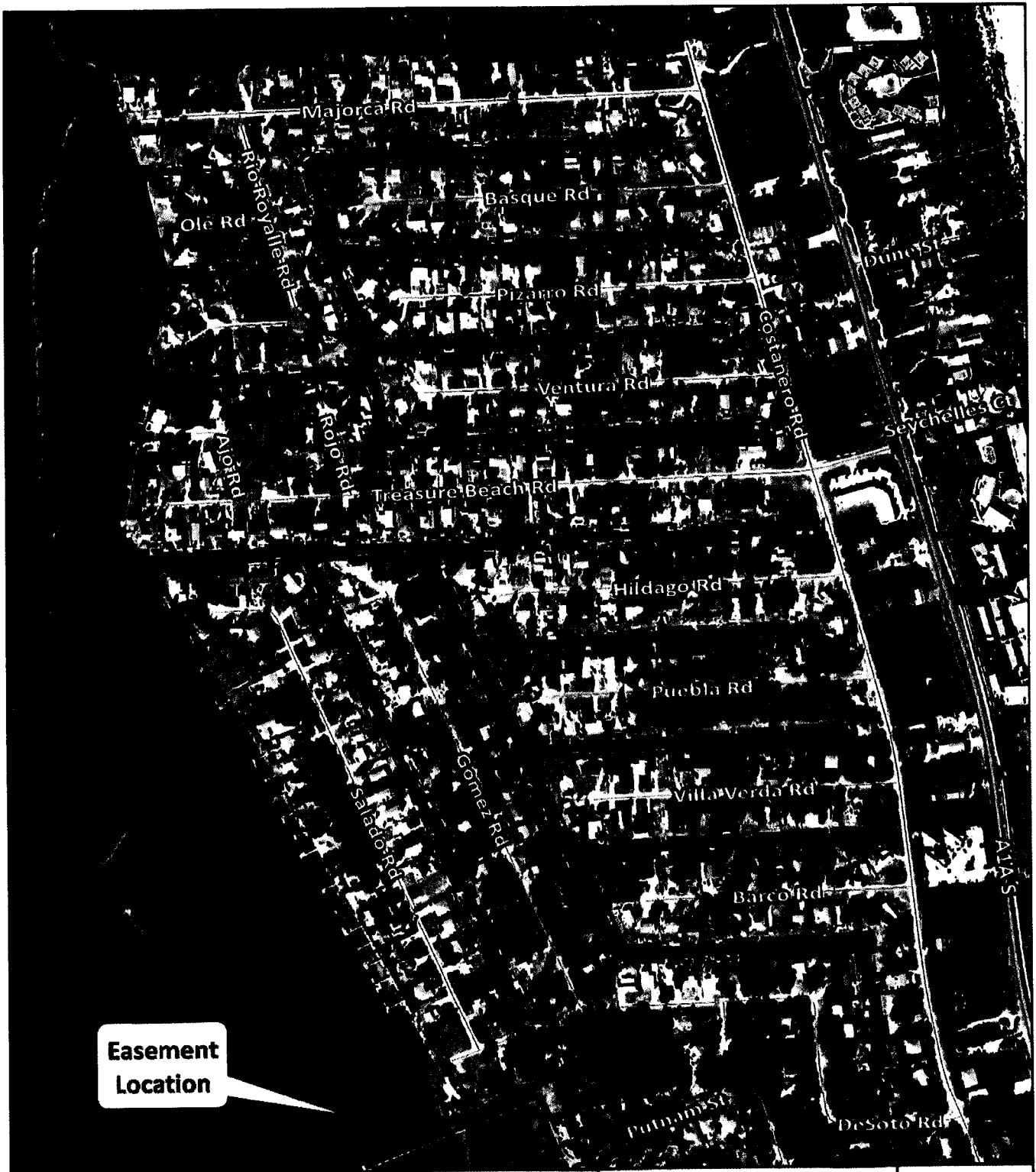
CERTIFICATION: I HEREBY CERTIFY that the herein described LAND SURVEY and/or SKETCH was prepared under my direction and supervision, and that the herein conforms to the applicable requirements of Chapters 472 and 21-HH-6 Florida Administrative Code.

Brian A. Mills
 BRIAN A. MILLS, P.L.S. REG. NO. 4436
 DATE 2/28/93

MEAN HIGH WATER ELEVATION = 2.7' PER FL DNR (TIDE STA. 8.720623)
 ALL ROADS SHOWN ARE 60' PUBLIC RIGHT-OF-WAY
 UPLAND IMPROVEMENTS TO LOT 49 NOT SHOWN

POINT OF COMMENCEMENT
 SOUTHWEST CORNER
 TREASURE BEACH
 THIRD ADDITION

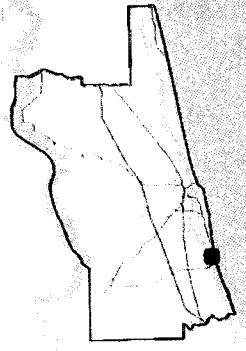
<p>PREPARED FOR AND CERTIFIED TO: FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND</p>	<p>TREASURE BEACH CANALS</p>	<p>SKETCH OF LEGAL DESCRIPTION BASED ON FIELD SURVEY DATED 12/28/92</p>
<p>FLORIDA COASTAL SURVEYORS, INC. 1787 OLD MOULTRIE ROAD SUITE 108 ST. AUGUSTINE, FLORIDA 32086 (904) 828-0060</p>		<p>92027F 4 SHEET 1 OF 3</p>



**Easement
Location**

Treasure Beach Canals

*Summerged Land
Easement*



Acenda Map prepared for:
 Land Management Systems
 Real Estate Division
 (904) 209-0790
2010 Aerial Imagery
 0 200 400
 Feet

January 25, 2013
Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County GIS Division disclaims
 all responsibility for the accuracy or
 completeness of the data shown herein.

