

RESOLUTION NO. 2021-143

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A GRANT OF EASEMENT FROM ROBERT A. BEACH, ALSO KNOWN AS ROBERT ALAN BEACH, AND JANICE A. BEACH TO PROVIDE DRAINAGE FOR DESOTO ROAD, AND DIRECTING THE CLERK TO RECORD THE EASEMENT IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY.**

**RECITALS**

**WHEREAS**, Robert A. Beach, also known as Robert Alan Beach, and Janice A. Beach have executed and presented to St. Johns County a Grant of Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, across a portion of their properties located at 264 and 268 DeSoto Road in St. Johns County; and

**WHEREAS**, the easement secures the County's right to maintain drainage facilities within the easement that serve DeSoto Road, which is a County-owned road; and

**WHEREAS**, it is in the best interest of the County to accept the Grant of Easement 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 by reference into the body of this Resolution, and such Recitals are adopted as finds of fact.

Section 2. The above-described Grant of Easement, attached hereto and incorporated herein, is hereby accepted by the Board of County Commissioners.

Section 3. The Clerk is instructed to record the original Grant of 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 10 day of April, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker  
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

By: Sam Halterman  
Deputy Clerk

RENDITION DATE 4/8/21

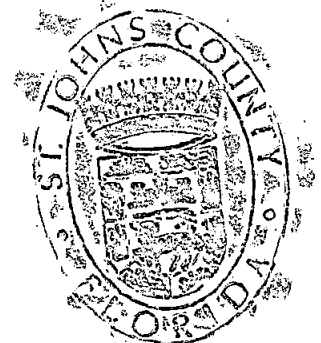


Exhibit "A"

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

## GRANT OF EASEMENT

**THIS EASEMENT** made this 16 day of March, 2021, by **ROBERT A. BEACH**, also known as **ROBERT ALAN BEACH**, and **JANICE A. BEACH**, husband and wife, whose address is 6332 Gomez Road, St. Augustine, Florida 32080 ("Grantor), and in favor of **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 Ten Dollars (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the Grantor hereby gives, grants, bargains, releases and conveys to the Grantee, its successors and assigns forever, an unobstructed right-of-way and perpetual easement with the right, privilege and authority to said Grantee, its successors and assigns, to construct, lay, maintain, improve and/or repair either above or below the surface of the ground, drainage facilities and utilities on, along, over, through, across or under the following described land herein referred to as the "Easement Property" and situate in St. Johns County, Florida to wit:

The East 7.5 feet of Lot 48 and the West 7.5 feet of Lot 49, Block 1, Treasure Beach Second Addition, according to the plat thereof recorded in Map Book 11, pages 42 through 44, of the public records of St. Johns County, Florida.

**TOGETHER** with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the right and easement, privileges and appurtenances in and to said land which may be required for the enjoyment of rights herein granted. Grantee shall maintain its improvements, including but not limited to the drainage facilities and other components, and, after any such maintenance work, shall restore the surface of the Easement Property to substantially the same condition as existed prior to the work.

To the extent permitted by law, Grantee shall be responsible for damage to improvements on the Easement Property to the extent caused by Grantee's negligence in connection with the use of the easement granted herein. Nothing contained in this Easement is intended to nor shall be construed to operate as a waiver on the part of Grantee of the limitations of liability set forth in section 768.28, Florida Statutes, or of Grantee's sovereign immunity.

Subject to Grantee's reasonable approval, Grantor shall have the right to relocate, at Grantor's sole cost and expense, the Easement Property and the drainage facilities located within the Easement Property. In connection with any proposed relocation, Grantor will submit proposed plans and specifications for the relocated facilities and new easement location to Grantee for review and approval prior to relocation, such approval not to be unreasonably withheld. Any such relocation shall be accomplished in such a manner so that at no time will there be an interruption of Grantee's use of the drainage facilities. Grantor shall obtain all permits required by law for the relocation. In connection with any such relocation, Grantor shall provide to Grantee a new easement in substantially the same form and format as this Easement. Upon completion of the relocation by Grantor, inspection and approval of the completed relocation by Grantee, execution of the new easement by Grantor and recording of the new easement in the official records of St. Johns County, Florida, Grantee will record a release of this existing Easement in the official records of St. Johns County, Florida.

This Easement and the obligations and rights set forth above shall run with title to the Easement Property and shall be binding upon and inure to the benefit and burden of the successors and assigns of the respective parties hereto.

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:

(sign) Nicole Wilcox

(print) Nicole Wilcox

(sign) S. King

(print) Sherrea King

GRANTOR:

Robert A. Beach  
Robert A. Beach

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of Robert A. Beach, also known as Robert Alan Beach, who is personally known to me or who produced [REDACTED] as identification, and who did/did not take an oath this 16 day of March, 2021.

(Seal)

Catherine Myers  
Notary Public



**Catherine Myers**  
Comm. #GG386561  
Expires: August 15, 2023  
Bonded Thru Aaron Notary

Signed, sealed and delivered in  
our presence as Witnesses:

(sign) Nicole Wilcox

(print) Nicole Wilcox

(sign) SK

(print) Sherree King

Janice A. Beach  
Janice A. Beach

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, of Janice A. Beach, who is personally known to me or who produced [REDACTED] identification and who did/did not take an oath this 10 day of March, 2021.



**Catherine Myers**  
Comm. #GG366561  
Expires: August 15, 2023  
Bonded Thru Aaron Notary

Catherine Myers  
Notary Public