

RESOLUTION NO. 2022- 426

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR OF THE BOARD TO JOIN IN THE EXECUTION OF A SOVEREIGNTY SUBMERGED LANDS EASEMENT ACROSS LANDS WITHIN WILDWOOD CREEK AT ITS CULVERT CROSSING WITH WILDWOOD DRIVE.

RECITALS

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

WHEREAS, the easement allows the County use of certain State submerged lands located within Wildwood Creek at its culvert crossing with Wildwood Drive; and

WHEREAS, the easement renews the 30 year easement recorded in Official Records Book 959, page 528, of the public records of St. Johns County, Florida, that expires this year; and

WHEREAS, it in the best interest of the County to accept the 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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Sovereignty Submerged Lands Easement is hereby accepted and the Chair of the Board is authorized to execute the easement on behalf of the County.

Section 3. The Clerk is instructed to mail the original Sovereignty Submerged Lands Easement to the Department of Environmental Protection, 3900 Commonwealth Boulevard, Mail Station 125, Tallahassee, Florida 32399, Attention Tiana Brown.

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 November, 2022.

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

By: Henry Deap _____
_____ Chair

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

By: Robin L. Platt _____
Deputy Clerk

Rendition Date NOV 17 2022



Exhibit "A" to Resolution

This Instrument Prepared By
Tiana D. Brown
Action No. 45845
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

EASEMENT NO. 00342 (4210-55)
BOT FILE NO. 552110762

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. Johns County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in
Section 11, Township 08 South, Range 29 East, in Wildwood Creek,
St. Johns County, Florida, containing 1.461 square feet, more or less,
as is more particularly described and shown on Attachment A, dated August 12, 1992.

TO HAVE THE USE OF the hereinabove described premises from July 17, 2022, the effective date of this renewal easement, through July 17, 2072, the expiration date of this renewal easement. The terms and conditions on and for which this renewal easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for public transportation purposes only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit No. 552110762, dated June 15, 1992, incorporated herein and made a part of this easement by reference. 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. 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 the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

St. Johns County, Florida
Attention: Public Works Department
2750 Industry Center Rd.
St. Augustine, FL 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.

4. WARRANTY OF TITLE/GUARANTEED SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

5. 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.

6. 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.

7. 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.

8. 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.

9. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

10. LIABILITY/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.

11. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

12. 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.

13. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

BY:

Brad Richardson, Chief, 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

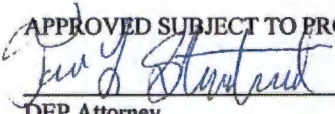
Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, 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 SUBJECT TO PROPER EXECUTION:



9/11/2022

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

St. Johns County, Florida (SEAL)
By its Board of County Commissioners

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Henry Dean
Typed/Printed Name of Executing Authority

Original Signature

Chairman
Title of Executing Authority

Typed/Printed Name of Witness

“GRANTEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Henry Dean as Chairman, for and on behalf of the Board of County Commissioners of St. Johns County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name



REVISED LEGAL DESCRIPTION

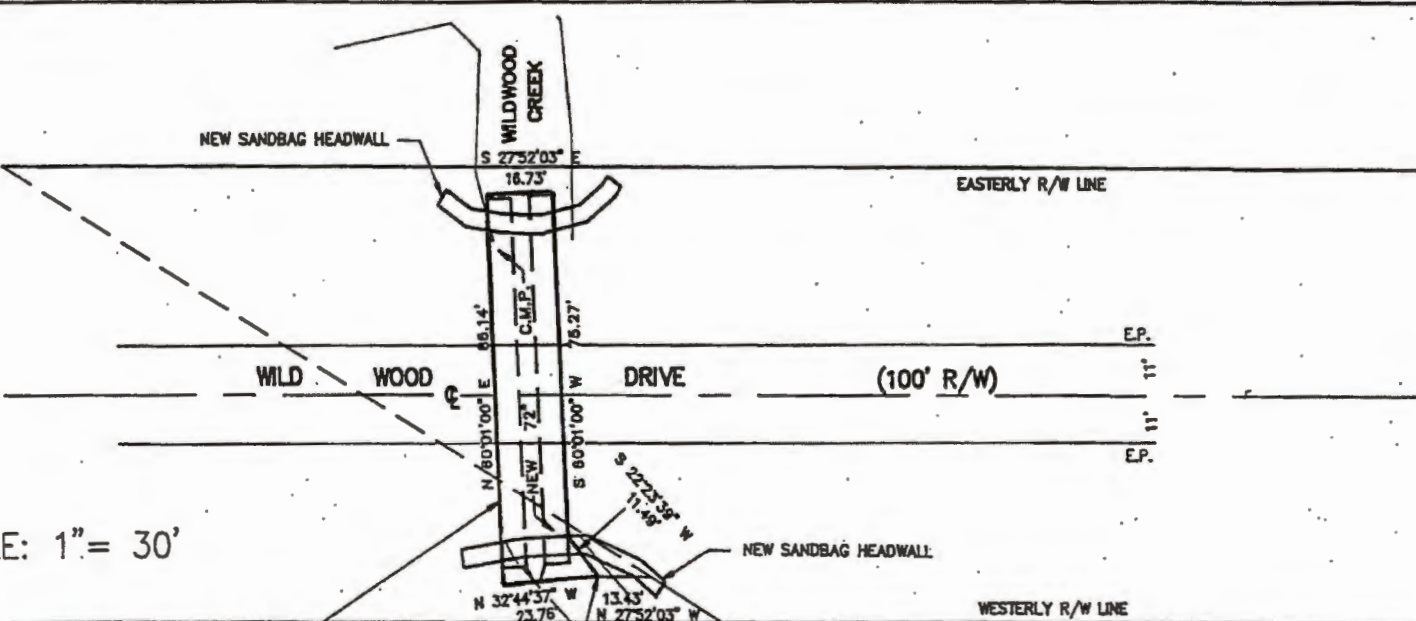
A parcel of land in Section 11, Township 8 South, Range 29 East, St. Johns County, Florida described as follows:

Commence at a concrete marker at the southeast corner of Government Lot 7, Section 11, Township 8 South, Range 29 East, St. Johns County, Florida; thence North 01 degree 06 minutes 48 seconds East along the east line of said Government Lot 7 a distance of 179.08 feet; thence North 27 degrees 52 minutes 03 seconds West 13.43 feet to a point on the southerly Mean High Water Line of Wildwood Creek, said point also being the Point of Beginning of the parcel to be described; thence North 32 degrees 44 minutes 37 seconds West 23.76 feet to a point on the northerly Mean High Water Line of said Wildwood Creek; thence North 60 degrees 01 minutes 00 seconds East along said northerly Mean High Water Line a distance of 86.14 feet; thence, departing said northerly Mean High Water Line, South 27 degrees 52 minutes 03 seconds East 16.73 feet to a point on the southerly Mean High Water Line of Wildwood Creek; thence South 60 degrees 01 minutes 00 seconds West along said southerly Mean High Water Line a distance of 75.27 feet; thence South 22 degrees 23 minutes 39 seconds West along said southerly Mean High Water Line a distance of 11.49 feet to the Point of Beginning.

Containing 0.03 acre (1461 square feet), more or less.

O.R. 959 PG 0531

SCALE: 1" = 30'



APPROXIMATE MEAN HIGH WATER LINE (ELEVATION= 2.7' AS PRESCRIBED BY FLA. D.N.R. BUREAU OF SURVEYING AND MAPPING). THIS LINE IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.

POINT OF BEGINNING (SEE PAGE 2 FOR DESCRIPTION)
 NORTHING (Y) = 1995300
 EASTING (X) = 389700
 FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE
 1927 N.A.D. AS SCALED FROM ST. AUGUSTINE BEACH 7.5 MIN. QUAD MAP

POINT OF COMMENCEMENT
 S.E. CORNER GOVT. LOT 7
 SECTION 11, T-8-S, R-29-E
 ST. JOHNS CO., FLORIDA

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

BENCHMARK: NAIL AND YELLOW CAP ±226' SOUTH OF CULVERT 25' WEST OF PRAIRIE CREEK ENTRANCE SIGN
 ELEVATION = 16.05' N.G.V.D.
 FROM FLA. S.R.D. DISC ON S.E. CORNER SOUTHBOUND BRIDGE ON U.S. HWY. 1 AT MOULTRIE CREEK (ELEVATION= 13.71' N.G.V.D.)

BASIS OF BEARING: THE EAST LINE OF GOVT. LOT 7, SECTION 11, T-8-S, R-29-E BEARS N 01°06'48" E.

Brian A. Mills, P.E.S. REG. NO. 4438
 DATE 8/12/92

CONCRETE MONUMENT #894

MILLS, BRODY AND ASSOCIATES, INC.
 3175 U.S. 1 SOUTH

REVISED
 SKETCH OF LEGAL DESCRIPTION

SUBMERGED LAND EASEMENT

PREPARED FOR AND CERTIFIED TO:
 ST. JOHNS COUNTY



2021 Aerial Imagery
October 19, 2022

*Sovereignty Submerged Lands Easement
Wildwood Creek - Wildwood Drive*

Land Management
Systems
Real Estate
Division
(904) 209-0790

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
The St. Johns County Real Estate
Division disclaims all responsibility
for the accuracy or completeness
of the data shown hereon.

