

RESOLUTION NO. 2022- 466

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A USE AGREEMENT FOR USE OF ANASTASIA STATE PARK IN CONNECTION WITH A BEACH NOURISHMENT PROJECT AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE USE AGREEMENT ON BEHALF OF THE COUNTY AND ACCEPTING PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENTS REQUIRED FOR THE PROJECT.

RECITALS

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“Board of Trustees”) is the owner of certain property commonly known as Anastasia State Park (“Park”); and

WHEREAS, the United States Army Corps of Engineers has plans for a beach nourishment project (“project”) that requires use of a portion of the Park for such purposes as placement and maintenance of a pipeline and equipment and placement of sand and dredged materials; and

WHEREAS, St. Johns County (“County”) is the “local sponsor” of the project responsible for obtaining certain permission necessary to complete the work; and

WHEREAS, the Florida Department of Environmental Protection (“DEP”), on behalf of the Board of Trustees, has presented to the County a Use Agreement, attached hereto as Exhibit “A”, incorporated herein by reference, that would allow the uses of the Park for the project; and

WHEREAS, certain property owners have executed and presented to the County Perpetual Beach Storm Damage Reduction Easements, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof, required for the project; and

WHEREAS, the County has determined that approving and accepting the Use Agreement and the Perpetual Storm Damage Reduction Easements serves the best interest of the public.

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 approves the terms and conditions of the Use Agreement and authorizes the Chair of the Board to execute the Use Agreement on behalf of the County.

Section 3. The Clerk is instructed to provide the original executed agreement to DEP and file the Perpetual Storm Damage Reduction Easements in the Clerk’s office.

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 20th day of December, 2022.

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

By: 
Christian Whitehurst, Chair

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

By: 
Deputy Clerk

Rendition Date DEC 20 2022

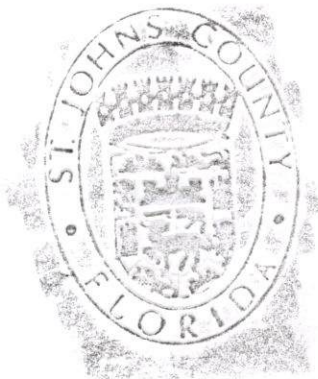


Exhibit "A" to Resolution

This Use Agreement was prepared by:
Brad Richardson
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 35036
OAU1

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

USE AGREEMENT

Use Agreement No. U-0441

THIS USE AGREEMENT is hereby granted this ____ day of _____, by the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as the "GRANTOR" to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, GRANTOR is the owner of the hereinafter described real estate property, commonly known as Anastasia State Park ("Park" or "premises"), which is managed by the State of Florida Department of Environmental Protection, Division of Recreation and Parks ("DRP") under GRANTOR'S Lease Number 3608; and

WHEREAS, the United States Army Corps of Engineers ("ACOE") is embarking upon a beach nourishment project (the "project") within the vicinity of Anastasia State Park as depicted in Exhibit "A" attached hereto and made part hereof, in which GRANTEE is the "local sponsor" responsible for obtaining such permissions necessary to complete the work; and

WHEREAS, in undertaking the project, GRANTEE desires to temporarily place and maintain pipeline and equipment and to place dredged materials upon that portion of the Park, as depicted in Exhibit "A" attached hereto and made part hereof; and

WHEREAS, DRP has agreed to the proposed use of the Park under this use agreement.

NOW THEREFORE, for the faithful and timely performance of and compliance with the terms and conditions stated herein, GRANTOR does hereby grant to GRANTEE, a use agreement on state-owned lands described below, to wit:

(See Attached Exhibit "A")(the "Use Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. **COMMENCEMENT:** This use agreement and consent shall commence on _____ the effective date of this use agreement and shall be valid for a term of five (5) years and shall end on _____.
3. **EXTENT OF AGREEMENT:** This use agreement covers the use of the premises for the purposes of construction, operation and maintenance of a sand transmission pipeline and placing dredged materials in certain areas within that portion of the Park as depicted in Exhibit "A" of this use agreement. It is understood that heavy equipment will be used to move the pipe, grade and till the beach during the project and at the finish of the project. No other use or activity shall be allowed. All such activities shall be consistent with the Consolidated Joint Coastal Permit Modification and Sovereign Submerged Lands Authorization No. 0295429-003-JN issued by the State of Florida Department of Environmental Protection on September 30, 2016, attached hereto as Exhibit "B" and made a part hereof.
4. **USE OF PROPERTY AND UNDUE WASTE:** This use agreement shall be non-exclusive. GRANTOR, or its duly authorized agent, shall retain the right to enter the state land covered by this use agreement or engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the state land subject to this use agreement to third parties during the term of this use agreement.

GRANTEE shall not commit undue waste to the subject state-owned lands. Upon termination or expiration of this use agreement GRANTEE shall maintain or restore, as necessary, said state land to substantially the same condition as it was upon the effective date of this use agreement. GRANTEE shall not remove water from any source on state lands including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of the GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, mud containers, oil containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on the state land covered by this use agreement or on any adjacent state land or in any manner not permitted by law.

Upon termination or expiration of this use agreement and GRANTEE shall remove all facilities and related structures erected at GRANTEE'S expense.

If the lands described in Exhibit "A" are under lease to another agency GRANTEE shall obtain consent of such agency prior to engaging in any use of the real property authorized herein.

5. **RIGHT OF INSPECTION:** GRANTEE hereby agrees that GRANTOR, or its duly authorized agent, shall have the right at any and all times to inspect the works and operation of GRANTEE in any matter pertaining to this use agreement. Any rights exercised by the GRANTOR, or its duly authorized agent, pursuant to Paragraph 5 herein, shall be coordinated with GRANTEE prior to any inspection.

6. **PROPERTY RIGHTS:** GRANTEE agrees and it is hereby expressly stipulated that this use agreement and consent constitutes permissive use only and the placing of facilities and related structures upon public property pursuant to this use agreement shall not operate to create or vest any property right in said holder and shall not conflict with the conservation, protection and enhancement of said lands.

7. **LIABILITY:** GRANTOR does not warrant or represent that Use Area is safe of suitable for the purpose of which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damages or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed in Section 768.28, F.S. Nothing herein shall be construed as 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. In the event GRANTEE subcontracts any part or all of the work performed in the Use Area, the GRANTEE shall require each and every subcontractor to indemnify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Use Area shall include a provision whereby the GRANTEE'S subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with GRANTEE'S subcontract.

8. **ASSIGNMENT:** This use agreement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect. Notwithstanding the requirements of Paragraph 8, GRANTOR and GRANTEE recognize and agree that some or all of the activities permitted under this use agreement may be performed by GRANTEE or the GRANTEE'S contractor under separate agreement with GRANTEE. Such performance by GRANTEE'S contractor does not create or impose any duty or responsibility between GRANTOR and GRANTEE, nor does it relieve GRANTEE of any duty, responsibility, or liability under this use agreement.

9. **CUTTING OF TREES:** The cutting or removal of trees on the state land covered by this use agreement is prohibited. In the event that in the course of its operations it shall become necessary for GRANTEE to cut or remove trees, such trees shall be cut or removed only after prior written approval has been received from GRANTOR through its representative and in accordance with the directions lawfully given by its representative, and title to all portions of trees so felled or removed shall be and remain in GRANTOR. All brush and refuse that is necessarily cut in the course of GRANTEE'S operations shall be handled and disposed of in such a manner as to minimize the danger of fires, all in accordance with said regulations and the directions of the representative of GRANTOR. Trees subject to this provision shall be, except for cypress trees, three inches in diameter or greater in size at a height of forty-eight inches from the ground at the base of the tree. Cypress trees subject to this provision shall be any cypress tree of two inches in diameter or greater in size at a height of forty-eight inches from the ground at the base of the cypress tree. However, in no event shall the indiscriminate cutting down, running over or destruction of trees or vegetation of any size be allowed.

10. **TELEPHONE LINES, DITCHES AND FENCES:** All telephone lines, ditches, and fences located within or immediately outside the exterior boundaries of the any state-owned lands shall be protected so far as possible in the conduct of GRANTEE'S operations, and, if damaged by reason of said operations, they shall be repaired immediately by and at the expense of GRANTEE. The representative of GRANTOR may, when in his or her judgment it is necessary to avoid risk of damage by said operations, require GRANTEE to move any such telephone lines or fence from one location to an adjacent location without compensation.

11. **ROADS, TRAILS, FIRE LINES:** Roads, trails, and fire lines shall at all times be kept free of brush and debris resulting from GRANTEE'S operations hereunder. Any road, trail, or firebreak used by GRANTEE in connection with the permitted operations that is damaged (beyond what would be ordinary wear and tear without such use) shall be repaired promptly by GRANTEE at its expense to its original conditions. GRANTEE shall not build any roads or trails without prior written approval of GRANTOR. If any live trees are damaged through carelessness or by fire caused by the employees or contractors of GRANTEE, GRANTEE shall fully compensate GRANTOR for the damage caused thereby.

12. **PREVENTION OF FIRES:** GRANTEE agrees to use every reasonable precaution including, but not limited to, Florida Department of Agriculture and Consumer Services, Florida Forest Service (FFS), standards for fire safety on State Forest lands, to prevent the occurrence of forest fires on state lands and to promptly notify the FFS office or nearest of any such occurrence. In the event a forest fire shall commence in the vicinity of GRANTEE'S operations during the period such operations

are being conducted, or immediately thereafter, it shall be conclusively presumed that such fire occurred as a result of the operations of GRANTEE, unless the contrary is clearly demonstrated to the satisfaction of GRANTOR by GRANTEE, and GRANTEE hereby agrees to pay GRANTOR for any and all damage caused to state lands by such fire, including but not limited to, costs to suppress such fire; costs for the damage to the timber, trees or other forest products (whether standing, cut or fallen); and costs for the damage to any improvements or personal property thereon, caused by or as a result of such fire. GRANTEE shall, at its expense, replant, restock or reforest any area affected by reason of such fire to the satisfaction of GRANTOR or its LESSEE.

13. **MINERAL RIGHTS**: This use agreement does not cover petroleum or petroleum products or minerals and does not give the right to the GRANTEE to drill for or develop the same.

14. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within the area subject to this use agreement or upon lands adjacent to and used as an adjunct of the lands covered by this use agreement.

15. **BEST MANAGEMENT PRACTICES**: GRANTEE shall implement applicable Best Management Practices in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, for all of the activities conducted under this use agreement, which have been selected, developed, or approved by GRANTOR or other land managing agencies for the protection and enhancement of the state land covered by this use agreement.

16. **ARCHAEOLOGICAL AND HISTORIC SITES**: GRANTEE hereby covenants and agrees that execution of this use agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

17. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the land included in this use agreement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property vested in the GRANTOR including, but not limited to, mortgages or construction liens against the real property covered by this use agreement or against any interest of GRANTOR therein.

18. **BREACH OF COVENANTS, TERMS, or CONDITIONS**: Should GRANTEE breach any of the covenants, terms, or conditions of this use agreement, GRANTOR shall give written notice to GRANTEE to remedy such breach within thirty days of such notice. In the event GRANTEE fails to remedy the breach the satisfaction of GRANTOR within thirty days of

receipt of written notice, GRANTOR may either terminate this use agreement and recover from GRANTEE all damages GRANTOR may incur by reason of the breach, including, but not limited to, costs and attorneys' fees or maintain this use agreement in full force and effect and exercise all rights and remedies herein conferred upon GRANTOR.

19. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this use agreement shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

20. **NO WAIVER OF BREACH**: The failure of GRANTOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this use agreement shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of GRANTOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by GRANTOR.

21. **SOVEREIGNTY SUBMERGED LANDS**: This use agreement does not authorize any use of lands located waterward of the mean or ordinary high-water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

22. **DUPLICATE ORIGINALS**: This use agreement is executed in duplicate originals each of which shall be considered an original for all purposes.

23. **ENTIRE UNDERSTANDING**: This use agreement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

24. **TIME**: Time is expressly declared to be of the essence of this use agreement.

25. **INSURANCE REQUIREMENTS**: During the term of this use agreement GRANTEE shall procure and maintain policies of insurance or a certificate of self-insurance for property damage and public liability in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death and property damage on the state land covered by this use agreement. Such policies or certificate shall name the GRANTEE GRANTOR and the State of Florida as coinsureds. GRANTEE shall submit written evidence of having procured all insurance policies or certificate required herein prior to the effective date of this use agreement to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. GRANTEE shall purchase or have purchased all policies of such insurance from a financially responsible insurer duly authorized

to do business in the State of Florida. In lieu of purchasing insurance, GRANTEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for liability and property damage coverage. GRANTEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this use agreement.

26. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this use agreement and GRANTOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This use agreement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this use agreement, pursuant to Chapter 119, Florida Statutes.

27. **NOTICE:** All notices given under this use agreement shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. The GRANTEE and the GRANTOR hereby designate their address as follows:

GRANTOR: Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

GRANTEE: St. Johns County
500 San Sebastian View
St. Augustine, FL, 32084

28. **COMPLIANCE WITH LAWS:** GRANTEE agrees that this use agreement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

29. **GOVERNING LAW:** This use agreement shall be governed by and interpreted according to the laws of the State of Florida.

30. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this use agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this use agreement or any provisions thereof.

31. **TITLE DISCLAIMER:** GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.

32. **SPECIAL CONDITIONS:** The following special conditions shall apply to this use agreement:

- A. Meet for a mandatory pre-work conference with Park Manager and DRP within two (2) weeks after the project has been awarded to the ACOE's contractor. Issues to discuss will include, but are not limited to, park access, operations, animal protection and relocation, vegetation restoration after demobilization, and other resource management issues. GRANTEE shall also coordinate with the Park Manager and DRP for future weekly meetings during the sand placement and dredging to discuss these and any other issues that may arise, including visitor safety, and resource management.
- B. Notify Park Manager at least three (3) weeks prior to mobilizing equipment and piping so that the protected Anastasia Island Beach Mouse trapping can be completed in the impacted areas.
- C. Notify the Park Manager twenty-four (24) hours in advance before commencing pumping operations, or changing staging areas.
- D. Meet with the Park Manager or his designee regarding after hour permits for entering the Park during after Park operating hours.
- E. Help protect Park facilities, natural communities, and other natural resources by accessing the Park at the points designated by the Park Manager and driving only on those areas of beach as identified by the Park Manager.
- F. Keep fuel and other poisonous, hazardous, or flammable liquids, and powders in a double walled container with a catch basin, and conduct refueling operations within approved staging area only.
- G. Establish a safe zone by providing signage and fencing as needed to prevent access to the staging area, the worksite and areas worked by heavy equipment.
- H. Follow the Park Manager's instructions concerning special Park rules with special regards to protection of the Park's plants, animals, vehicular traffic and Park visitors. Take all necessary safety measures as determined by the Park Manager to ensure the safety of Park visitors during all dredging and fill processes.
- I. If needed, provide and maintain crossings for vehicular and pedestrian access over sections of the pipeline not within the project safe zone. The number of crossings and locations will be determined on site by GRANTEE and Park Manager prior to the project award. However, once the project has begun, additional crossings or underpasses for shorebirds may be required,

if shorebirds nest and fledge their young on the landward side of the pipeline. GRANTEE agrees to cooperate with the Park Manager to determine where the additional crossings and underpasses will go.

J. Work cooperatively with the Park Manager and district biologists to resolve issues regarding safety, access, or environmental concerns resulting from this project.

K. Not undertake any activity within 200 feet of nesting shorebirds, including, but not limited to, least terns and Wilson's plovers.

L. Prior to laying the pipeline or storing materials and equipment on the premises, GRANTEE shall survey between the frontal dune and Salt Run in the vicinity of proposed pipeline placement or stockpile areas to document existing grade and vegetation. Damages caused by the installation or removal of the pipeline, or by breach of the pipeline during sediment pumping operations, shall be restored by GRANTEE with all affected areas restored to pre-existing conditions. This may include removal of accidentally deposited materials, restoring grade, and planting native vegetation in the areas of damage.

M. Ensure that access to the Park or any portion of the Park is not disrupted while construction is underway or at any time during the term of this use agreement. In the event, due to the nature of activities related to the project, it becomes necessary to disrupt access to the Park or a portion of the Park for a limited period of time, GRANTEE, at its sole cost and expense, shall provide reasonable alternative access to the disrupted areas.

N. Keep all equipment, work materials and workers no less than 15 feet seaward from the toe of the primary dune at all times.

O. Stop work in the event the Park Manager observes conditions in which the general public or cultural and natural resources are deemed to be in imminent danger. GRANTEE shall be instructed by Park Manager to stop work on that particular activity. However, the Park Manager may only stop that particular activity which is the source of danger and not the entire operation. The Park Manager will also notify GRANTEE'S contracting officer or project manager if such an event should occur.

[Remainder of page intentionally left blank;

Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Use Agreement to be executed on the day and year first above written.

WITNESSES:

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

(SEAL)

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BY: _____, 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

"LESSOR"

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____ 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. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature]
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS FLORIDA

By: _____ (SEAL)

Christian Whitehurst
Print/Type Name

Title: Chair

OFFICIAL SEAL

Attest By: _____

Brandon J. Patty
Print/Type Name

Title: Deputy Clerk

"GRANTEE"

STATE OF FLORIDA _____
COUNTY OF ST JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Christian Whitehurst and _____, as Chair and Deputy Clerk, respectively, on behalf of the Board of County Commissioners of St. Johns County, Florida. They are personally known to me or who produced _____ as identification.

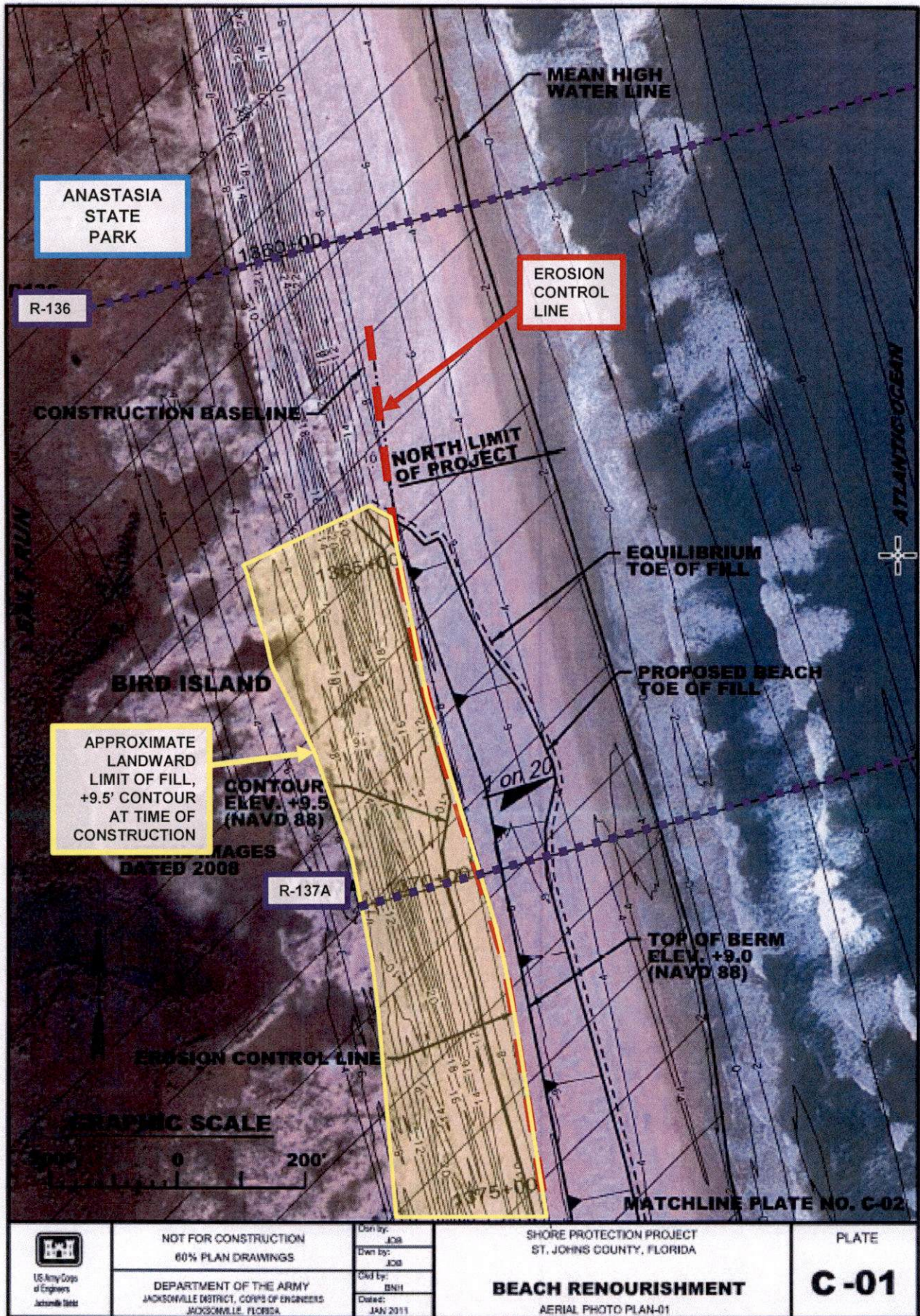
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

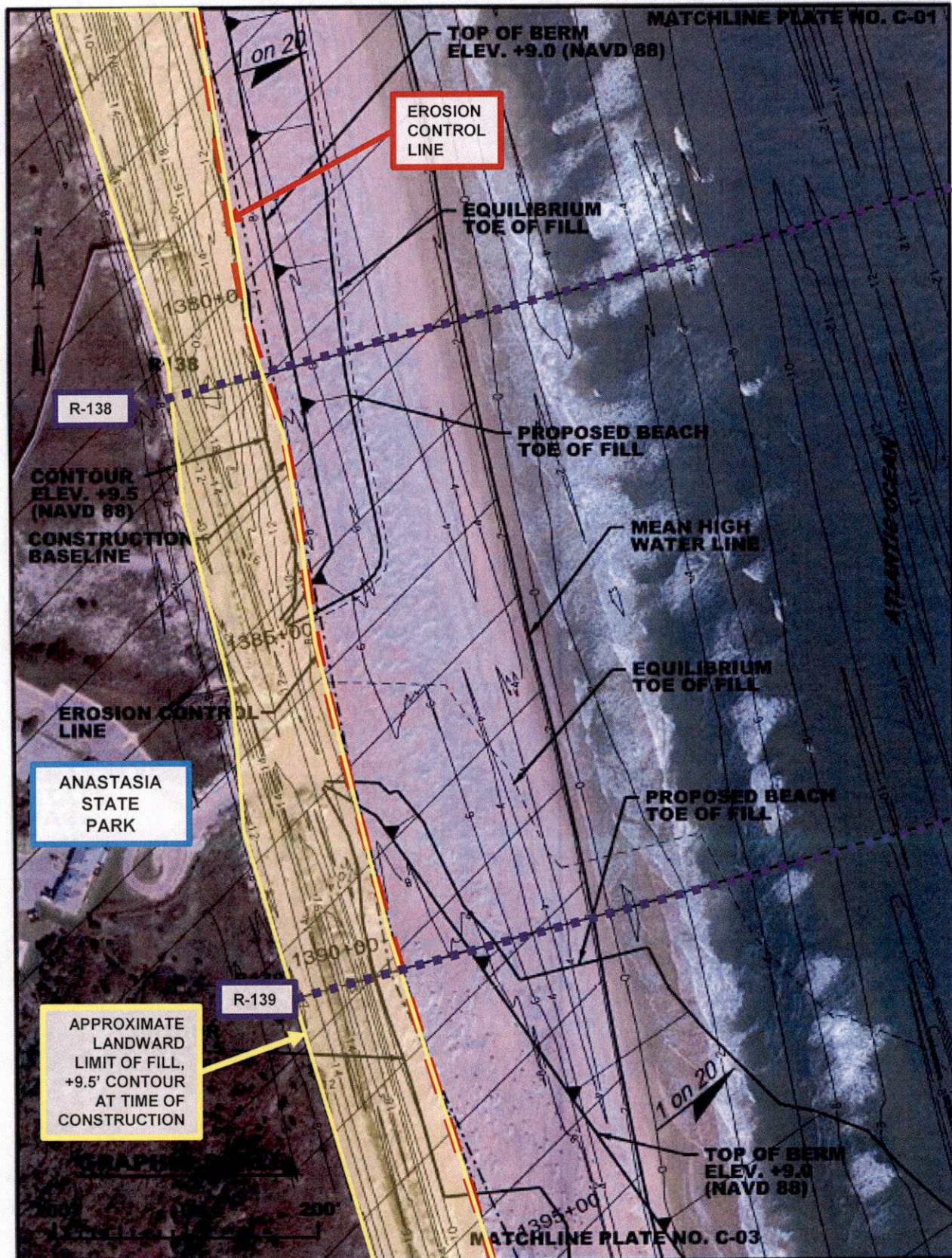
EXHIBIT - "A"




<p>US Army Corps of Engineers Jacksonville District</p>	<p>NOT FOR CONSTRUCTION 60% PLAN DRAWINGS</p>	<p>Drawn by: JOB</p> <p>Designed by: JOB</p> <p>Checked by: BNH</p> <p>Dated: JAN 2011</p>	<p>SHORE PROTECTION PROJECT ST. JOHNS COUNTY, FLORIDA</p>	<p>PLATE</p>
	<p>DEPARTMENT OF THE ARMY JACKSONVILLE DISTRICT, CORPS OF ENGINEERS JACKSONVILLE, FLORIDA</p>	<p>BEACH RENOURISHMENT</p> <p>AERIAL PHOTO PLAN-01</p>	<p>C-01</p>	

PERMIT # 295429002

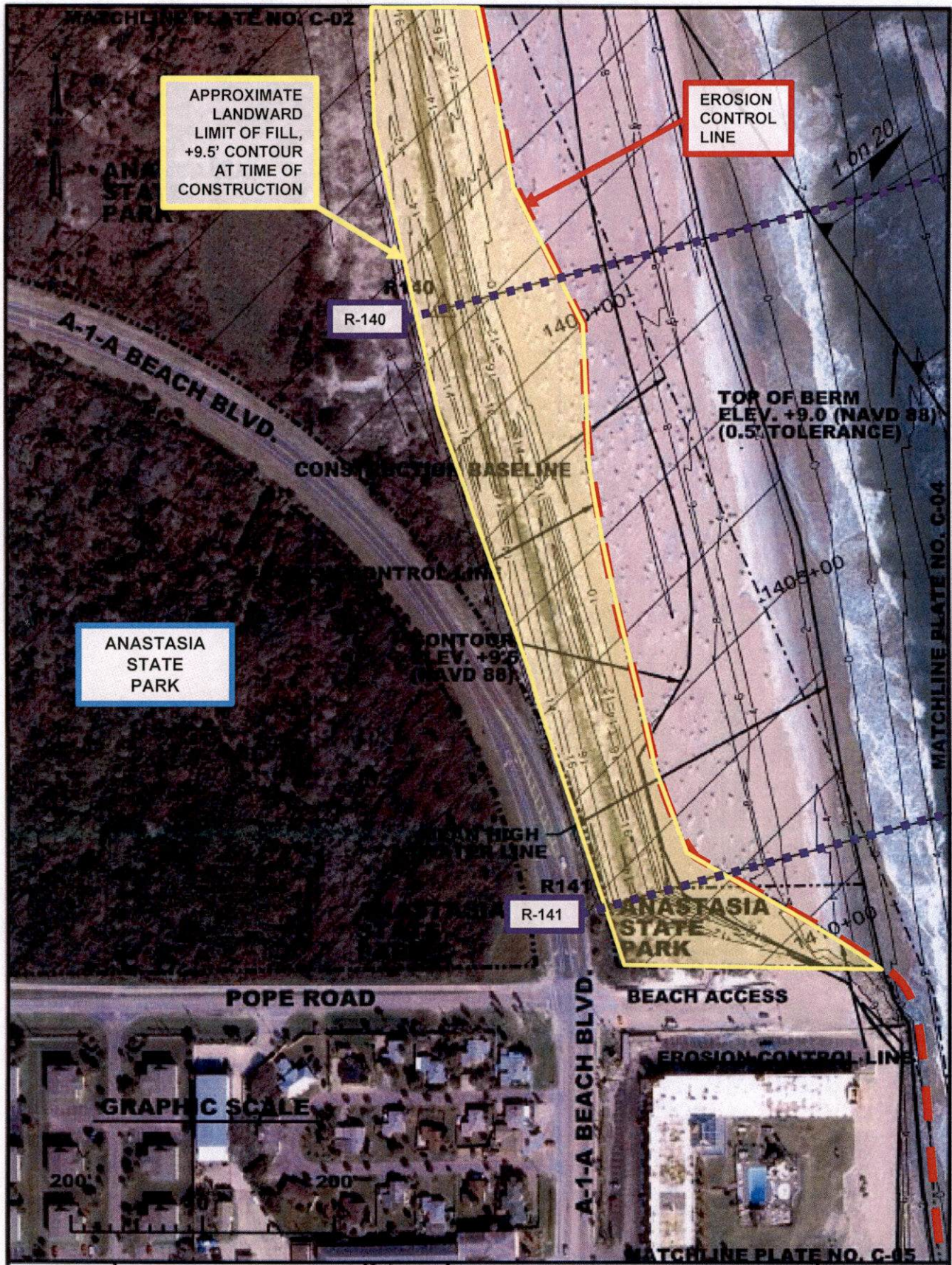
EXHIBIT - "A"



 US Army Corps of Engineers Jacksonville District	NOT FOR CONSTRUCTION 60% PLAN DRAWINGS	Drawn by: JTB Drawn by: JDB Check by: RNH Dated: JAN 2011	SHORE PROTECTION PROJECT ST. JOHNS COUNTY, FLORIDA	PLATE C-02
	DEPARTMENT OF THE ARMY JACKSONVILLE DISTRICT, CORPS OF ENGINEERS JACKSONVILLE, FLORIDA	BEACH RENOURISHMENT AERIAL PHOTO PLAN-02		

PERMIT # 295429002

EXHIBIT - "A"



	NOT FOR CONSTRUCTION 60% PLAN DRAWINGS	Dsn By: JDB Dwn By: JDB Ckd By: BNH Date: JAN 2011	SHORE PROTECTION PROJECT ST. JOHNS COUNTY, FLORIDA	PLATE
	DEPARTMENT OF THE ARMY JACKSONVILLE DISTRICT, CORPS OF ENGINEERS JACKSONVILLE, FLORIDA	BEACH RENOURISHMENT AERIAL PHOTO PLAN-03	C-03	

PERMIT # 295429009

Exhibit "B" to Resolution

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

AMENDED BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 6th day of October, 2022, between **KEY BEACH NORTH, LLC**, a Florida limited liability company, whose address is 848 Brickell Avenue, Suite 1100, Miami, Florida 33131, hereinafter referred to as the "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, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of a tract of land situated in St. Johns County, State of Florida, and described as follow, to wit:

SCHEDULE "A", attached hereto, incorporated by reference and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is acknowledged, the Grantor grants to the Grantee, its agents, successors and assigns, an assignable easement and right-of-way in, on over and across the land hereinabove described for use by the Grantee, its representatives, agents, contractors and assigns to construct, preserve, patrol, operate, maintain, repair, rehabilitate and replace a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the St. Johns County Shore Protection Project (the "Project"), together with the right of public use only on the portion of the Grantor's land hereinabove described; to plant vegetation on said dunes and berms; to facilitate preservation of dunes and vegetation; to remove from said land debris and obstructions within the limits of the easement reserving however, to the Grantor it heirs, successors and assigns, the right to construct dune overwalk structures in accordance with any applicable federal, state or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications to such structures is obtained from the designated representative of the County, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the Project; further reserving to the Grantor, its heirs, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the

rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence on the date the United States Army Corps of Engineers ("Corps") of St. Johns County ("County") awards the contract for the construction of the St. Johns County Shore Protection Project and shall terminate fifty (50) years after the date of completion of the first construction of the project. In the event the Corps or the County fails to award the contract for construction of the St. Johns County Shore Protection Project on or before December 31, 2005, this easement shall automatically terminate and be cancelled of record.

This Amended Beach Storm Damage Reduction Easement hereby amends and replaces that certain Beach Storm Damage Reduction Easement Recorded in Official Records Book 1624, page 1127, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, Grantor, has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered in the presence of:

KEY BEACH NORTH, LLC,
a Florida limited liability company

Charlotte Seville
Print Name: Charlotte Seville

By: Key International, Inc., a Florida corporation, as Manager

Ana Castillo
Print Name: Ana Castillo

By: Diego Ardid
Name: Diego Ardid
Its: President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of October, 2022, by Diego Ardid as President of Key International, Inc., a Florida corporation, Manager of Key Beach North, LLC, a Florida limited liability company.



Johanna E. Stumbaugh
Comm. #GG332799
Expires: September 4, 2023
Bonded Thru Aaron Notary

Johanna E. Stumbaugh
Notary Public
My Commission Expires: 9-4-23

Personally Known or Produced Identification
Type of Identification Produced

SCHEDULE "A"



GEOMATICS CORP.

"Where Service, Quality, and Professionalism Come Together"

DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 3837, PAGE 1087, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY FLORIDA, AND LYING LANDWARD OF THAT EROSION CONTROL LINE AS DESCRIBED IN OFFICIAL RECORDS 1507, PAGE 1353, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE COMMENCE AT A FLORIDA DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT STAMPED "R-141" AS SHOWN ON MEAN HIGH WATER LINE SURVEY AND PROPOSED EROSION CONTROL LINE SURVEY AS RECORDED IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING PUBLIC REPOSITORY, FILE NUMBER 2072, DATED 8/26/99, HAVING A FLORIDA STATE PLANE COORDINATE OF NORTHING: 2009034.86 FEET, EASTING: 574515.39, FLORIDA EAST ZONE, NAD83, 1990 ADJUSTMENT PER SAID SURVEY, SAID CONCRETE MONUMENT ALSO MENTIONED IN ABOVE REFERENCED OFFICIAL RECORDS 1507, PAGE 1353; THENCE SOUTH 87°31'17" EAST, 308.83 FEET TO MEAN HIGH WATER POINT NUMBER 2087 AS SHOWN ON SAID SURVEY, SAID POINT LYING ON AFOREMENTIONED EROSION CONTROL LINE AS DESCRIBED IN OFFICIAL RECORDS 1507, PAGE 1353; THENCE SOUTH 53°08'12" EAST, ALONG SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, 159.78 FEET TO MEAN HIGH WATER POINT NUMBER 2086; THENCE SOUTH 16°58'41" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, 78.87 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING JUST DESCRIBED; THENCE SOUTH 16°58'41" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, 121.44 FEET TO MEAN HIGH WATER POINT NUMBER 2085; THENCE SOUTH 03°28'15" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, 201.89 FEET TO MEAN HIGH WATER POINT NUMBER 2084; THENCE SOUTH 10°50'53" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, 93.78 FEET, TO THE FACE OF AN EXISTING MASONRY WALL; THENCE NORTH 87°29'34" WEST, DEPARTING SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, AND ALONG THE FACE OF SAID MASONRY WALL, 15.37 FEET; THENCE SOUTH 02°30'26" WEST, CONTINUING ALONG SAID FACE OF WALL 0.50 FEET; THENCE NORTH 87°29'34" WEST, CONTINUING ALONG SAID FACE OF WALL, 64.30 FEET; THENCE

A DBE CERTIFIED FIRM

Geomatics Corp., 2804 N. Fifth Street, St. Augustine, FL 32084, phone 904-824-3086, fax 904-824-5753

NORTH 01°10'36" EAST, CONTINUING ALONG SAID FACE OF WALL, 303.36 FEET; THENCE NORTH 01°56'00" EAST, CONTINUING ALONG SAID FACE OF WALL, 103.48 FEET TO A POINT ON THE NORTHERLY LINE OF AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3837, PAGE 1087, OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA; THENCE NORTH 89°03'07" EAST, DEPARTING SAID FACE OF WALL, AND ALONG JUST MENTIONED NORTHERLY LINE, 4.56 FEET TO THE POINT OF BEGINNING.

THE LAND JUST DESCRIBED 0.45 ACRES OR 19,168 SQUARE FEET, MORE OR LESS.

SEE FILE No. A 20-3139 ECL1

SKETCH AND DESCRIPTION OF

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 3837, PAGE 1087, PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA, LYING IN GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, AND LYING LANDWARD IF THE EROSION CONTROL LINE ST. JOHNS CO., FLORIDA

DESCRIPTION (PREPARED FROM THIS SKETCH)

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 3837, PAGE 1087, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY FLORIDA, AND LYING LANDWARD OF THAT EROSION CONTROL LINE AS DESCRIBED IN OFFICIAL RECORDS 1507, PAGE 1353, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE COMMENCE AT A FLORIDA DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT STAMPED "R-141" AS SHOWN ON MEAN HIGH WATER LINE SURVEY AND PROPOSED EROSION CONTROL LINE SURVEY AS RECORDED IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING PUBLIC REPOSITORY, FILE NUMBER 2072, DATED 8/26/99, HAVING A FLORIDA STATE PLANE COORDINATE OF NORTHING: 2009034.86 FEET, EASTING: 574515.39, FLORIDA EAST ZONE, NAD83, 1990 ADJUSTMENT PER SAID SURVEY, SAID CONCRETE MONUMENT ALSO MENTIONED IN ABOVE REFERENCED OFFICIAL RECORDS 1507, PAGE 1353; THENCE SOUTH 87°31'17" EAST, 308.83 FEET TO MEAN HIGH WATER POINT NUMBER 2087 AS SHOWN ON SAID SURVEY, SAID POINT LYING ON AFOREMENTIONED EROSION CONTROL LINE AS DESCRIBED IN OFFICIAL RECORDS 1507, PAGE 1353; THENCE SOUTH 53°08'12" EAST, ALONG SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, 159.78 FEET TO MEAN HIGH WATER POINT NUMBER 2086; THENCE SOUTH 16°58'41" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, 78.87 FEET TO THE POINT OF BEGINNING.


FROM THE POINT OF BEGINNING JUST DESCRIBED; THENCE SOUTH 16°58'41" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, 121.44 FEET TO MEAN HIGH WATER POINT NUMBER 2085; THENCE SOUTH 03°28'15" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, 201.89 FEET TO MEAN HIGH WATER POINT NUMBER 2084; THENCE SOUTH 10°50'53" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, 93.78 FEET, TO THE FACE OF AN EXISTING MASONRY WALL; THENCE NORTH 87°29'34" WEST, DEPARTING SAID MEAN HIGH WATER LINE AND EROSION CONTROL LINE, AND ALONG THE FACE OF SAID MASONRY WALL, 15.37 FEET; THENCE SOUTH 02°30'26" WEST, CONTINUING ALONG SAID FACE OF WALL 0.50 FEET; THENCE NORTH 87°29'34" WEST, CONTINUING ALONG SAID FACE OF WALL, 64.30 FEET; THENCE NORTH 01°10'36" EAST, CONTINUING ALONG SAID FACE OF WALL, 303.36 FEET; THENCE NORTH 01°56'00" EAST, CONTINUING ALONG SAID FACE OF WALL, 103.48 FEET TO A POINT ON THE NORTHERLY LINE OF AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3837, PAGE 1087, OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA; THENCE NORTH 89°03'07" EAST, DEPARTING SAID FACE OF WALL, AND ALONG JUST MENTIONED NORTHERLY LINE, 4.56 FEET TO THE POINT OF BEGINNING.

THE LAND JUST DESCRIBED 0.45 ACRES OR 19,168 SQUARE FEET, MORE OR LESS.

NOTES:

- 1) THIS IS NOT A BOUNDARY SURVEY.
- 2) BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 901, AND ARE EXPRESSED IN U.S. SURVEY FEET,
- 3) IN PREPARATION OF THIS SKETCH, REFERENCE WAS MADE TO:
 - * FLORIDA DEPARTMENT OF ENVIRONMENTAL RESOURCES, MEAN HIGH WATER LINE SURVEY AND PROPOSED EROSION CONTROL LINE, FILE No. 2072, DATED: 8/26/99.
 - * OFFICIAL RECORDS 1507, PAGE 1353, & OFFICIAL RECORDS 3837, PAGE 1087, ST. JOHNS CO., FLORIDA.
- 4) THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
- 5) THE MASONRY WALL AS SHOWN ON THIS SKETCH WAS LOCATED IN THE FIELD BY THIS FIRM.

LEGEND

-  MEAN HIGH WATER LINE POINT
- O.R. _____ OFFICIAL RECORDS
- N _____ STATE PLANE COORDINATE PAIR
- E _____

SEE SHEET 2 OF 2 FOR SKETCH

Pablo Ferrari, Florida PSM #5601
THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 5J-17.051 & 5J-17.052 F.A.C.

THIS SKETCH IS NOT VALID WITHOUT SHEETS 1 THROUGH 2

SHEET 1 OF 2

GEOMATICS CORP.

SURVEYING-MAPPING-GPS
2804 N. FIFTH STREET, UNIT 101
ST. AUGUSTINE, FL 32084
PHONE (904) 824-3068 FAX (904) 824-8765

LICENSED BUSINESS
FLORIDA #0979 GEORGIA #0930
SOUTH CAROLINA #3387 ALABAMA #794
NORTH CAROLINA COA #3762



PROJECT No:A 20-3139 ECL1

SKETCH DATE: 9-23-2022

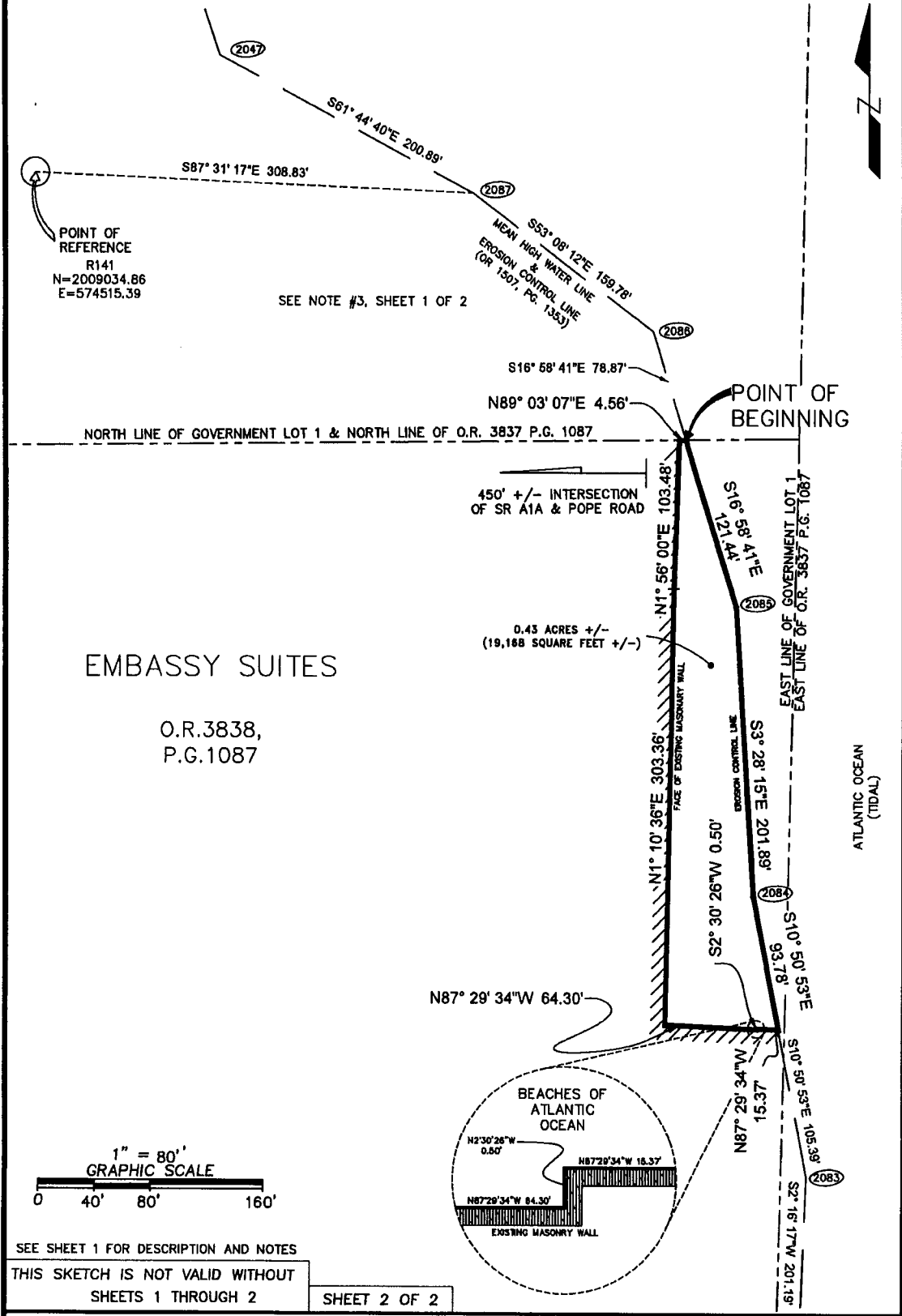
CAD FILE: 20-3139 SD1

CHECKED BY: P.F.

DRAWN BY: A.F.

SKETCH AND DESCRIPTION OF

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 3837, PAGE 1087, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, AND LYING LANDWARD IF THE EROSION CONTROL LINE ST. JOHNS CO., FLORIDA



SEE SHEET 1 FOR DESCRIPTION AND NOTES
 THIS SKETCH IS NOT VALID WITHOUT
 SHEETS 1 THROUGH 2

SHEET 2 OF 2

GEOMATICS CORP.
 SURVEYING-MAPPING-GPS
 2804 N. FIFTH STREET, UNIT 101
 FT. LAUDERDALE, FL 33309
 PHONE (954) 887-2000 FAX (954) 887-0768

LICENSED BUSINESS
 FLORIDA SURVEYING BOARD #2004
 NORTH CAROLINA #0007 ALABAMA #774
 NORTH CAROLINA O&A #0728



PROJECT No:A 20-3139 DEP1

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 6th day of July, 2022, between SANGEETA BHOOLA and SIMRYN BHOOLA, husband and wife, whose address is 45 Seten Trail, Ormond Beach, Florida 32176, hereinafter referred to as the "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, hereinafter referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROJECT PROTECTION (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach a dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness Signature [Signature]

Print Witness Name Manoj Bhoola

Witness Signature [Signature]

Print Witness Name Aradhana Patel

Grantor Signature [Signature]
Sangeeta Bhoola

Grantor Signature [Signature]
Simryn Bhoola

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of July, 2022, by Sangeeta Bhoola and Simryn Bhoola.

[Signature]
Notary Public
My Commission Expires: 04/08/2024

Personally Known or Produced Identification
Type of Identification Produced

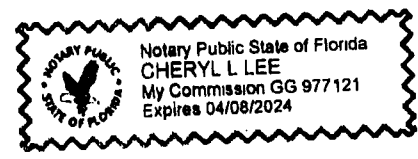


Exhibit "A"

All of that land which lies seaward of the plus 9.85 foot contour on the seaward side of the dune, as measured vertically from the National Geodetic Vertical Datum, of the land lying within the following parcel of real property:

Lot "K" and the South 4.7 feet of Lot "L", Atlantic Beach Subdivision Anastasia Methodist Assembly Grounds, according to plat thereof as recorded in Map Book 2, page 50, of the public records of St. Johns County, Florida.

TOGETHER WITH: That piece or parcel of land lying between the waters of the Atlantic Ocean on the East and the Easterly boundary line of Lots "K" and "L", on the West, as said Lots "K" and "L" is shown on the plat of Atlantic Beach Methodist Assembly, according to plat recorded in Map Book 2, page 50, of the public records of St. Johns County, Florida and between the South line of said Lot "K" and the North line of the South 4.7 feet of Lot "L" extended Easterly to the waters of the Atlantic Ocean.

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

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made this 28 day of July, 2022, between DEBORAH K. RENNA, Trustee of the Deborah K. Renna Revocable Trust (Dated May 25, 2017) whose address is 1387 Fox Trail Court, Lake Mary, Florida 32746, hereinafter referred to as the "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, hereinafter referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

WHEREAS, GRANTOR owns beachfront property described in Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, GRANTEE and the Department of the Army have entered into a Project Partnership Agreement for The St. Johns County, SHORE PROTECTION PROJECT (the "Project") whereby GRANTEE has agreed to be the Local Sponsor for the Project, which provides for beach and dune nourishment within the St. Augustine Beach reaches; and

WHEREAS, as Local Sponsor for the Project, GRANTEE is seeking to obtain "perpetual beach storm damage reduction" easements from owners of property in the St. Augustine Beach reaches, such as GRANTOR; and

WHEREAS, it is in the interest of the GRANTOR to grant this Easement to prevent storm damage and restore adjacent beach and dune.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this easement agree to the following.

GRANTOR does hereby bargain, convey, and grant a perpetual and assignable easement in, on, over, and across the land described in Exhibit "A", which is attached hereto and incorporated herein, for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach a dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement.

GRANTOR their successors and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function. Prior approval of the plans and specifications for such structures is obtained from the designated representative of the Project Sponsor and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project which may require removal of such structures at Grantors' expense.

GRANTOR their successors and assigns further reserve all such rights and privileges as may be used and enjoyed by a fee owner without interfering with or abridging any right or privilege acquired by GRANTEE in this Easement, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANTOR and GRANTEE shall be responsible for their own acts of negligence when acting within the scope of this Easement and shall be liable for any damages resulting from said negligence. Nothing herein is intended to be a waiver of sovereign immunity or of any applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, by GRANTEE (or GRANTOR if applicable). Nothing herein shall be construed as consent by GRANTOR or GRANTEE to be sued by third parties in any manner arising out of this Easement.

This Easement shall become effective upon proper execution by GRANTOR.

The covenants, rights, privileges, restrictions, and reservations set forth herein shall run with the land.

The terms and conditions of this Easement shall be deemed severable. Consequently, if any term or condition in this Easement shall be held illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Easement shall continue in full force and effect unless the particular term or condition held illegal or void renders the balance of the Easement impossible to perform.

This easement is given to correct and replace that certain Beach Storm Reduction Easement recorded in Official Records Book 4367, page 349, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, GRANTOR has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness Signature [Handwritten Signature]

Grantor Signature Deborah K. Renna
Deborah K. Renna, Trustee of the
Deborah K. Renna Revocable Trust
(Dated May 25, 2017)

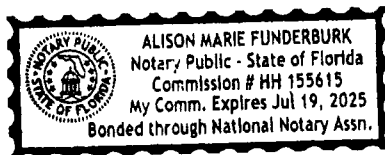
Print Witness Name Kenneth G. Renna

Witness Signature [Handwritten Signature]

Print Witness Name Deborah Pinner

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of July, 2022, by Deborah K. Renna, Trustee of the Deborah K. Renna Revocable Trust (Dated May 25, 2017).



Alison Marie Funderburk
Notary Public
My Commission Expires: July 19, 2025

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "A"

All of that land which lies seaward of the plus 9.85 foot contour on the seaward side of the dune, as measured vertically from the National Geodetic Vertical Datum, of the land lying within the following parcel of real property:

Lot E, Block 3, Chautauqua Beach Subdivision of the Anastasia Methodist Assembly, according to map or plat thereof recorded in Map Book 2, page 5, of the public records of St. Johns County, Florida.



St. Augustine Beach Nourishment Project

Perpetual Beach Storm
Damage Reduction
Easement

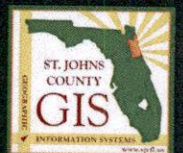


Imagery Date: 2/2021

Date Prepared: 12/6/2022

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 hereon.



19650