

RESOLUTION NO. 2025- 52

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR TO EXECUTE A TERMINATION OF TEMPORARY LICENSE AGREEMENT FOR CONSTRUCTION AND OTHER ACCESS, AND GRANT OF EASEMENT FOR ACCESS AND UTILITIES ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County (“County”) and the School Board of St. Johns County, Florida (“School Board”) entered into a Temporary License Agreement to grant the County immediate access to relocate an existing stormwater line; and

WHEREAS, the installation and construction of the stormwater line has been completed and the temporary license is no longer needed; and

WHEREAS, the School Board has executed and presented to the County a Termination of License Agreement for Construction and Other Access, and Grant of Easement for Access and Utilities, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, to terminate the temporary license agreement and grant a formal easement for the relocated stormwater line, access and utilities.

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 authorizes the Chair to execute the Termination of Temporary License Agreement for Construction and other Access, and Grant of Easement for Access and Utilities, on behalf of the County.

Section 3. The Clerk is instructed to record the original Termination of Temporary License Agreement for Construction and Other Access, and Grant of Easement for Access and Utilities 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.

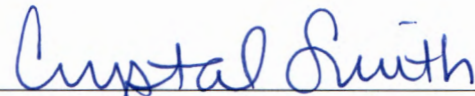
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of February, 2025.

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

Rendition Date FEB 18 2025

By: 
Krista Joseph, Chair

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

By: 
Deputy Clerk



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

**TERMINATION OF TEMPORARY LICENSE
FOR CONSTRUCTION AND OTHER ACCESS,
AND GRANT OF EASEMENT FOR ACCESS AND UTILITIES**

THIS TERMINATION OF TEMPORARY LICENSE FOR CONSTRUCTION AND OTHER ACCESS, AND GRANT OF EASEMENT FOR ACCESS AND UTILITIES executed and given this 1st day of _____, 2024 by **SCHOOL BOARD OF ST. JOHNS COUNTY FLORIDA**, with an address of 40 Orange Street, St. Augustine, Florida 32084, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee". The Grantor and Grantee are sometimes, individually, a "Party," and collectively, the "Parties."

RECITALS

The Parties entered into a Temporary License for Construction and Other Access (the "License") to immediately grant a temporary non-exclusive access license over, on, under, upon, and across the License Property as shown on **Exhibit A** to allow the Grantee to install and to maintain the below defined New Line, prior to the parties' relocating the existing stormwater line across the License Property (the "Existing Line") to the new location also shown on **Exhibit A** (the "New Line"), to connect the New Line with its relocated terminus on the property described on **Exhibit A**, all of which Grantee shall be authorized to perform in reasonable coordination with Grantor. The Parties entered into the License to allow Grantee to immediately install the New Line, to be followed by a formal easement depicted as "PROP. DRAINAGE EASEMENT" on Exhibit A and termination of prior easement, which is depicted as "EXIST. DRAINAGE & ACCESS EASEMENT" on Exhibit A to confirm the relocation, in the ordinary course. The Parties enter into this Termination and Easement to implement the Parties' intent as expressed in the License.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Grantor does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee a non-exclusive easement to install, construct, operate, maintain, repair, replace and remove stormwater lines and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground stormwater services (hereinafter referred to as "Stormwater Lines and Associated Equipment") over, under, upon and through the real property depicted as "PROP. DRAINAGE EASEMENT" on **Exhibit A**, legally described on **Exhibit B**, and depicted as the "DRAINAGE & ACCESS EASEMENT" on **Exhibit C** (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for

the use and enjoyment of the Easement herein granted. This Easement is for stormwater only and does not convey any right to install any other utilities, such as but not limited to cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, and Grantee's successors and assigns, for the purposes aforesaid. Said Grantor is lawfully seized of the Easement Area in fee simple, and thereby has the authority to grant said Easement.

The Easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

(b) All Stormwater Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area, provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The Easement may be relocated to a location acceptable to the Grantee at any time upon Grantor's request, provided that Grantor bears the cost of relocating the underground stormwater lines and facilities located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the Easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the Easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of educational and related improvements constructed upon the adjacent property owned by Grantor.

1. The Grantee shall maintain the Stormwater Lines and Associated Equipment within the Easement.

2. After any installation, construction, repair, replacement or removal of any Stormwater Lines and Associated Equipment as to which Easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, and Grantee shall be responsible for restoration of sod, landscaping, planting, pavement or other surface

improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of stormwater lines or equipment. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

3. This Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

4. For the purposes of the terms and conditions of this Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

5. Both Grantor's and Grantee's liabilities under this Easement and implementation thereof are limited by s. 768.28, Fla. Stat. Neither Grantor nor Grantee waives sovereign immunity by entering into this Easement.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

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

Witness Signature
Gina Falluca
Print Name

Print Name *SA 1016-24*

Title: _____

Gina Falluca

40 Orange St, St Aug, FL 32084
Witness Address **REQUIRED BUSINESS OR PERSONAL**

Witness Signature
Judith Harny

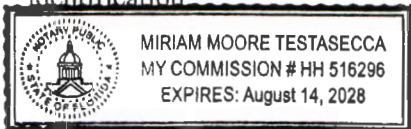
Judith Harny
Print Name

40 Orange St, St Aug, FL 32084

Witness Address **REQUIRED BUSINESS OR PERSONAL**

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, on behalf of SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, who is personally known to me or has produced _____ as identification



(Notary Seal)

Notary Public: _____
My Commission Expires: _____

IN WITNESS WHEREOF, Grantee has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

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

Witness Signature

Krista Joseph, Chair of the St. Johns County Board of County Commissioners

Print Name

Witness Address **REQUIRED BUSINESS OR PERSONAL**

Witness Signature

Print Name

Witness Address **REQUIRED BUSINESS OR PERSONAL**

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Krista Joseph, Chair of the St. Johns County Board of County Commissioners, on behalf of ST. JOHNS COUNTY, FLORIDA, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public: _____
My Commission Expires: _____

EXHIBIT "A"

EXHIBIT "B"

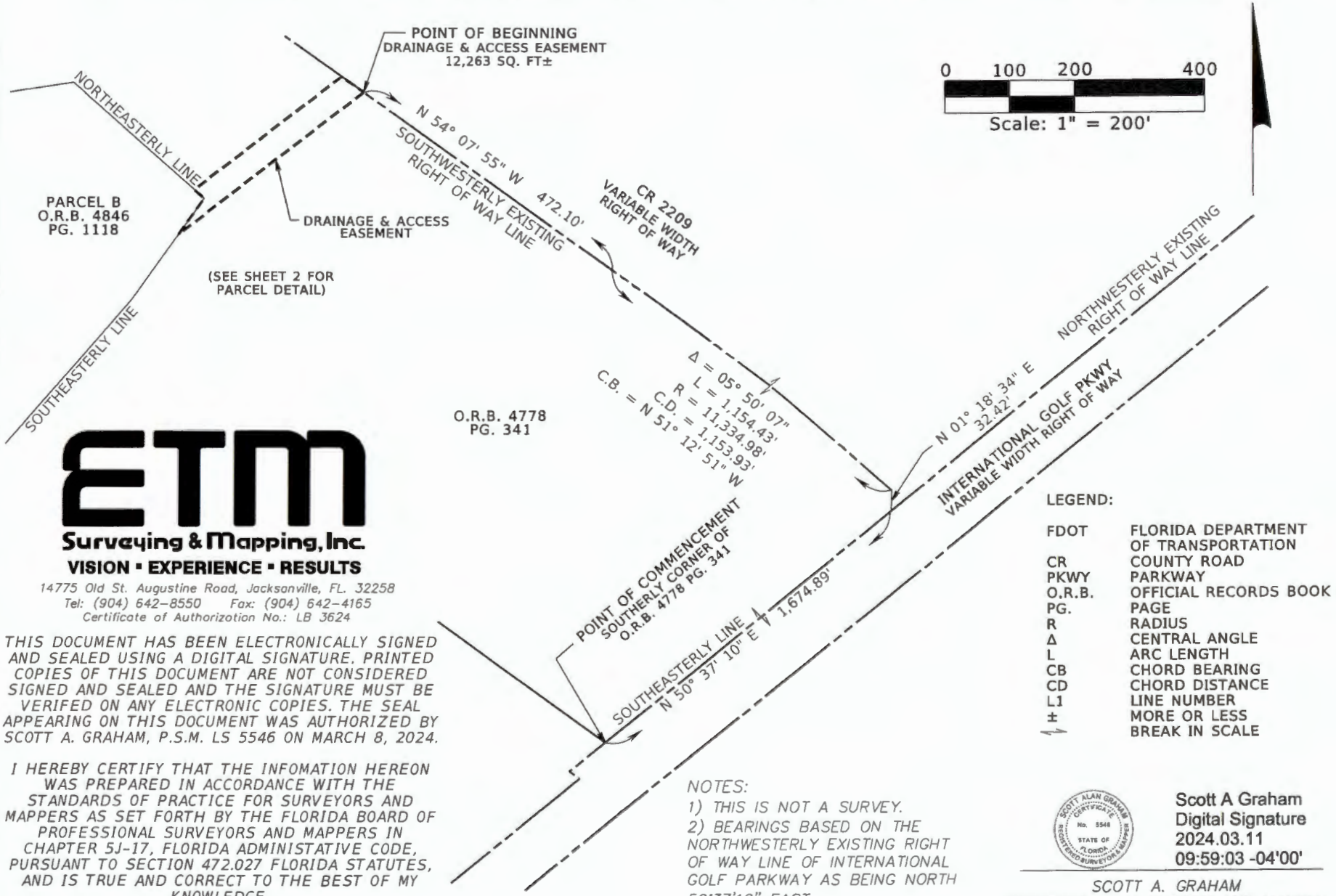
EASEMENT AREA

A 40-foot drainage easement being 20 feet either side of a centerline. Said drainage easement centerline will be located 37.77 feet, as measured along the right of way of CR 2209, north of the north line of the existing drainage easement as described as Parcel "B" on Exhibit "B" of that certain Drainage and Access Easement recorded in Official Records Book 2854, page 592 of the public records of St. Johns County, Florida; thence extending southerly to the northeast corner of that certain pond parcel described as Pond A on Exhibit "A" to that certain Drainage and Access Easement recorded in Official Records Book 2854, page 592, all of the public records of St. Johns County, Florida.

EXHIBIT "C"

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



PARCEL B
O.R.B. 4846
PG. 1118

(SEE SHEET 2 FOR
PARCEL DETAIL)

O.R.B. 4778
PG. 341

$\Delta = 05^\circ 50' 07''$
 $R = 1,154.43'$
 $L = 11,334.98'$
 $C.D. = 1,153.93'$
 $C.B. = N 51^\circ 12' 51'' W$

ETM

Surveying & Mapping, Inc.
VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 Certificate of Authorization No.: LB 3624

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SCOTT A. GRAHAM, P.S.M. LS 5546 ON MARCH 8, 2024.

I HEREBY CERTIFY THAT THE INFORMATION HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTES:
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY AS BEING NORTH $50^\circ 37' 10''$ EAST.

LEGEND:

FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CR	COUNTY ROAD
PKWY	PARKWAY
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
L1	LINE NUMBER
\pm	MORE OR LESS
\rightleftharpoons	BREAK IN SCALE

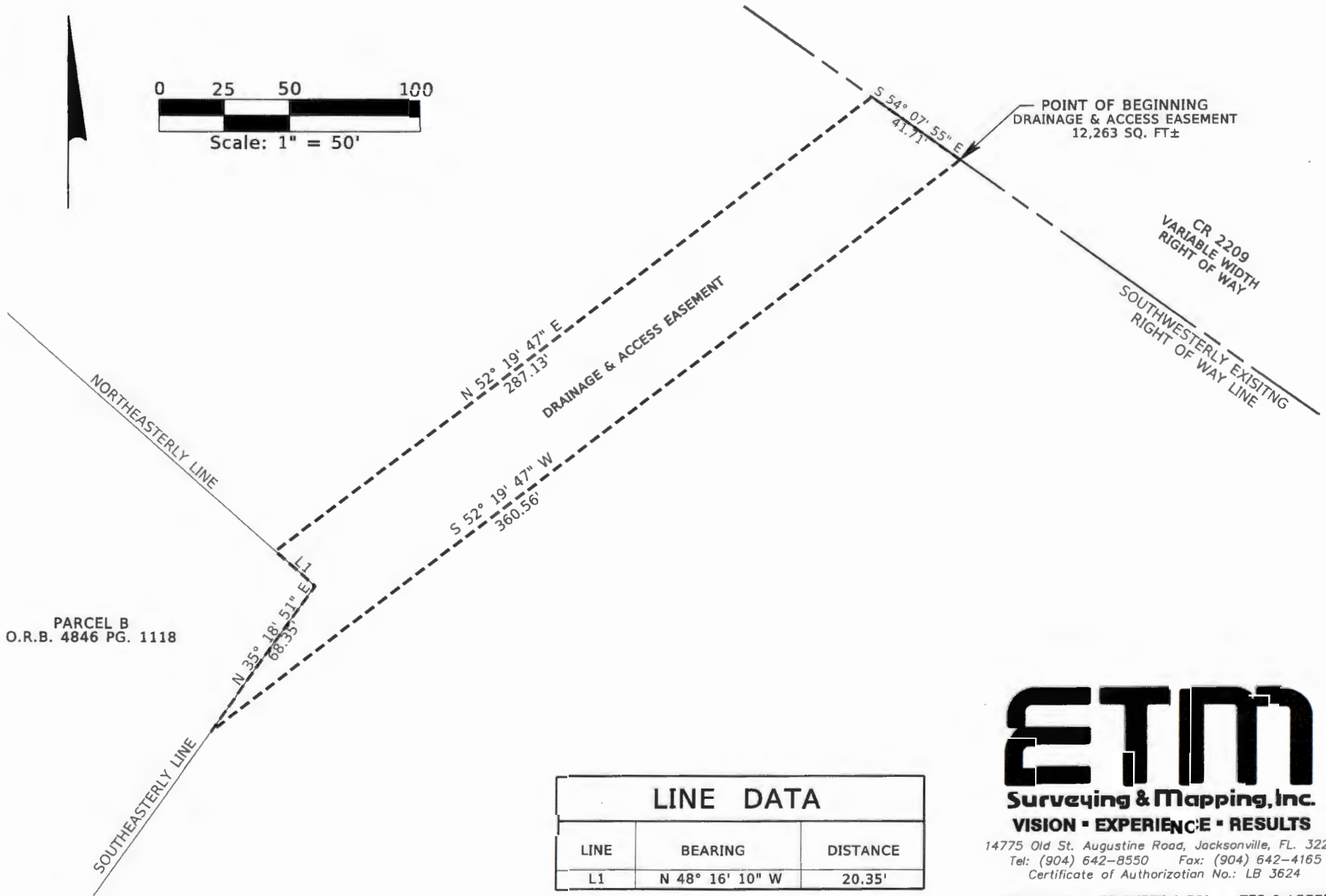
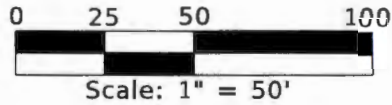


Scott A. Graham
 Digital Signature
 2024.03.11
 09:59:03 -04'00'

SCOTT A. GRAHAM
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA CERTIFICATE No. LS 5546

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



PARCEL B
O.R.B. 4846 PG. 1118

LINE DATA		
LINE	BEARING	DISTANCE
L1	N 48° 16' 10" W	20.35'

ETM
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New Easement Area

Temporary License Area



2023 Aerial Imagery
Date: 1/23/2025

International Golf Parkway
School Board
Easement for Stormwater Line



Land Management
Systems
(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.