

**PREPARED BY AND RETURN TO:**  
Karen Ferguson, Esq.  
St. Johns River Water Management District  
P.O. Box 1429  
Palatka, Florida 32178-1429

LA # \_\_\_\_\_

### **EASEMENT**

**THIS EASEMENT** is given this \_\_\_\_ day of January 2023 (Effective Date), by **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is 4049 Reid Street, Palatka, Florida 32177 (Grantor) and Indian River County, whose mailing address is 1801 27th Street, Vero Beach, FL 32960 (Grantee). As used herein, the term “Grantor” shall include any and all successors or assigns of the Grantor, and all subsequent owners of the “Property” (as hereinafter defined) and the term “Grantee” shall include any heirs, successors or assigns of Grantee.

### **WITNESSETH**

**WHEREAS**, Grantee wishes to extend a multi-use trail as part of the Florida Department of Transportation’s Rails to Trails project along the of the historic Trans-Florida Railroad Trail through a portion of the St. Sebastian River Buffer Preserve State Park.

**WHEREAS**, Grantor and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Trustees) jointly own certain lands situated in Indian River County, Florida, commonly known as the St. Sebastian River Buffer Preserve State Park, and more specifically described in Exhibit “A” attached hereto and incorporated herein (Easement Property).

**WHEREAS**, the Trustees amended the Trustees’ Easement 32851, granted to Indian River County, Florida for its interest in the Easement Property.

**WHEREAS**, the Grantee has requested an Easement for ingress and egress over, on, under and upon the Easement Property for the purpose of designing, constructing, and maintaining a 1.4-mile paved multi-use trail as an extension of the Florida Department of Transportation’s Rails to Trails along the historic Trans-Florida Railroad Trail .

**WHEREAS**, Grantor has agreed to grant and convey to Grantee, a permanent non-exclusive access easement over, on, upon, and across the Property for the specific and limited purposes set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual non-exclusive easement (Easement) for and in favor of Grantee upon the Easement Property described on Exhibit “A” which shall run with the land and be binding upon the Grantor.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. Grant of Easement. Grantor hereby gives, grants, bargains, sells and conveys to

Grantee a perpetual non-exclusive Easement for access and/or right of way purposes over, on, under and upon the Easement Property, with full right and authority of ingress and egress over, on, under and upon the Easement Property at all times for the purpose of designing, constructing, and maintaining a 12-foot wide asphalt surface multi-use trail and supporting culverts within the Easement Area as part of the Florida Department of Transportation's Rails to Trails 1.4 mile extension of the historic Trans-Florida Railroad Trail for access by Grantee, its invitees, contractors, agents, and members of the general public. By acceptance of the benefits of this Easement, Grantee agrees to perform and comply with all obligations imposed on the Grantee herein.

3. Limitation on Easement. This Easement is given by Grantor to Grantee subject to the following terms, conditions and limitations: (i) the Easement granted herein is solely for the purpose of design, construction, and maintenance of a paved multi-use trail as part of the rail to trails program for ingress and egress by Grantee, its invitees, contractors and agents, including members of the general public, and for no other purpose whatsoever; (ii) Grantee shall abide by any and all applicable laws, rules, regulations, codes and ordinances when utilizing the Easement Property; (iii) Grantee, at its sole cost and expense, shall construct the multi-use trail and continue to repair and maintain the Easement Property in a good, safe condition; and (iv) Grantee shall indemnify and hold harmless Grantor from and against the claims of all persons whomsoever in the event of damage to property or injury to persons resulting from use of the Easement Property by all persons whomsoever, unless such damage or injury is caused by the sole negligence of Grantor.

4. Special Conditions. The following special conditions apply to this easement:

a. All construction will comply with the Americans with Disabilities Act ("ADA") and will be in accordance with State of Florida Department of Transportation's most recent and relevant guidelines for multi-use trails and with the most recent version of Federal Highway Administration's Manual on Uniform Traffic Control Devices.

b. Grantee will design and construct the Easement Area to retain natural hydrologic connections between surrounding wetlands severed by the construction of the railroad berm. These efforts may be by construction of multiple culverts or by low-water crossings filled with ballast, both methods designed to be suitable for use by firefighting equipment.

c. Grantee acknowledges the St. Sebastian River Buffer State Park is managed by the State of Florida Department of Environmental Protection, Division of Recreation and Park, Florida Park Service (Managing Agency) on behalf of Grantor and the Trustees (Lease 4397, as amended).

d. Grantee acknowledges that prescribed burning is a land management practice used by Managing Agency to manage natural resources and that prescribed burning may result in fire or smoke within the Easement Area. The Managing Agency will notify the Grantee prior to any prescribed fire activity in the Easement Area and will limit all temporary closures to the minimum duration possible to assure public safety.

e. Grantee will design and construct the Easement Area to be fully functional as a fire line that can be traversed by heavy firefighting equipment without damaging the Easement Area surface and will ensure that all improvements are designed, constructed, operated, and maintained in a manner compatible with prescribed burning practices.

f. Grantee agrees to cooperate fully with the Managing Agency to ensure that the maintenance and use of the trail does not prevent or adversely affect the Managing Agency's ability to conduct prescribed burns. This includes, but may not be limited to, all measures necessary to maximize safety such as assisting with posting and maintaining of smoke signage, complying with, and assisting with traffic control and assisting with possible temporary closure of the Easement Area to pedestrian and vehicular traffic.

g. Grantee will coordinate all construction and maintenance activities with the Managing Agency, at least seven (7) days in advance. At the discretion of the Managing Agency, such coordination may require an on-site meeting. The Managing Agency may be contacted at (772) 340-7530.

h. Grantee acknowledges that the Managing Agency has the authority to temporarily halt any construction or maintenance activities that are unsafe for Easement Area visitors or staff or unacceptably adversely impacting Easement Area resources or facilities. The Managing Agency will work in earnest to identify and implement a resolution as quickly as possible, so as not to cause unnecessary delays to Grantee's schedule of operation.

5. Reservation of Use by Grantor. This Easement is non-exclusive and the Grantor reserves unto itself, its successors and assigns, its invitees, contractors, and agents, including members of the general public, the right to utilize the Easement Property for any purpose which does not unreasonably interfere with the use of the Easement Property by Grantee for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement with due regard for the rights of the other party to use and enjoy the Easement Property.

6. Successors and Assigns. The Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective heirs, successors and assigns, and the benefit and burdens hereof shall run with the Easement Property in perpetuity.

7. Grantor's Liability. Grantor's liability is limited as provided in Subsection Section 768.28, F.S. Additionally, Grantor shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of this Easement or the Easement Property.

8. Duration. This Easement shall remain in full force and effect in perpetuity, unless terminated earlier as provided herein.

9. Modification. This Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns or successors, which shall be filed in the public records in Indian River County, Florida.

10. Termination. In the event Grantee fails to construct the multi-use trail as part of the rail to trails program within 36 months of the Effective Date of this Easement, Grantor may terminate this Easement by filing a Notice of Termination of Easement in the Public Records of Indian River County, Florida.

11. Grantor's Liability. Grantor's liability is limited as provided in Section 768.28, F.S. Additionally, Grantor shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Easement Property.

12. Non-waiver of Regulatory Authority. Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules, and regulations.

13. Effective Date. The Effective Date of this Easement shall mean the date when the last of Grantor or Grantee has executed the same, and that date shall be inserted at the top of the first page herein.

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes**

By: \_\_\_\_\_  
Rob Bradley, Chair

ATTEST:

By: \_\_\_\_\_  
J. Chris Peterson  
Secretary

For use and reliance only by  
St. Johns River Water Management District,  
Legal Form and Content Approved:

By: \_\_\_\_\_  
Karen Ferguson, Esq.  
Office of General Counsel


**STATE OF FLORIDA  
COUNTY OF PUTNAM**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Rob Bradley, as Chair of the St. Johns River Water Management District, on behalf of the District, who is personally known to me, and who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

Exhibit A

Surveyed Sketch and Description

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY   
WILLIAM W. DEBRAAL  
DEPUTY COUNTY ATTORNEY



**LEGAL DESCRIPTION**

A CENTERLINE DESCRIPTION FOR THE PURPOSE OF OBTAINING AN EASEMENT LYING WITHIN THE ABANDONED TRANS FLORIDA RAILROAD RIGHT OF WAY AS DESCRIBED AND GRAPHICALLY SHOWN IN OFFICIAL RECORDS BOOK 208, PAGE 547 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; BEING A STRIP OF LAND 60.00 FEET IN WIDTH LYING IN SECTION 19, TOWNSHIP 31 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA; SAID STRIP LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD 512, AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD 512 (NOW COUNTY ROAD 512), AS RECORDED IN PLAT BOOK 10, PAGE 39, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND THE EAST LINE OF THE PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED PART OF TOWNSHIP 31 SOUTH, RANGE 37 EAST IN St. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 84 OF THE THE PUBLIC RECORDS OF St. LUCIE COUNTY, FLORIDA (SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA); THENCE RUN N00°29'32"E, ALONG THE SAID EAST LINE, A DISTANCE OF 1,902.05 FEET TO A POINT ON THE CENTERLINE OF THE AFORESAID ABANDONED TRANS FLORIDA RAILROAD RIGHT OF WAY FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN S87°21'23"E, ALONG SAID CENTERLINE, A DISTANCE OF 5,877.47 FEET TO A POINT ON THE WEST PROPERTY LINE OF THE THE CITY OF FELLSMERE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2272, PAGE 1028, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; FOR THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 60.00 FOOT WIDE STRIP.


SAID STRIP BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE AFORESAID FELLSMERE FARMS COMPANY'S SUBDIVISION AND BOUNDED ON THE EAST BY THE AFORESAID CITY OF FELLSMERE PARCEL.

CONTAINING: 8.10 ACRES (352,648 SQUARE FEET) MORE OR LESS.

**NOTES**

1. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER NAMED HEREON.
2. THIS SKETCH AND DESCRIPTION MEETS OR EXCEEDS ALL APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE AS ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
3. THIS SKETCH AND DESCRIPTION AND THE ADJOINING PARCELS MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, AND/OR RESERVATIONS NOT SHOWN, BUT MAY BE FOUND IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY FLORIDA.
4. THIS SKETCH AND DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY. EXISTING PROPERTY CONDITIONS OR FEATURES ARE NOT SHOWN HEREON.
5. THE BEARINGS SHOWN HEREON ARE BASED UPON THE 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT AND PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE; DERIVING A GRID BEARING OF S87°21'23"E, ALONG THE CENTERLINE OF THE ABANDONED TRANS FLORIDA RAILROAD RIGHT OF WAY AS SHOWN HEREON.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF A TOPOGRAPHIC SURVEY ENTITLED "TRANS FLORIDA RAILWAY TRAIL (FELLSMERE FARMS SUBDIVISION TO INTERSTATE 95)": PREPARED BY INDIAN RIVER COUNTY PERSONNEL ON THE DATE OF FEBRUARY 14, 2022 AND LAST REVISED ON MAY 20, 2022.

**LEGEND & ABBREVIATIONS**

- |                                   |   |   |
|-----------------------------------|---|---|
| C.R. = COUNTY ROAD                | P.B. = PLAT BOOK                                      | S.J.R.W.M.D. = St. JOHNS RIVER WATER MANAGEMENT DISTRICT  |
| C/L = CENTER LINE                 | P.B.S. = St. LUCIE COUNTY PLAT BOOK                   | T.I.I.T.F. = BOARD OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND FOR THE STATE OF FLORIDA                  |
| E = EAST                          | PG = PAGE   | W = WEST  |
| ESMT = EASEMENT                   | P.I.D. = PARCEL IDENTIFICATION PER PROPERTY APPRAISER | +/- = APPROXIMATE   |
| F.P.&L. = FLORIDA POWER AND LIGHT | P.O.B. = POINT OF BEGINNING                           | ↔ = INDICATES JOINT OWNERSHIP   |
| N = NORTH                         | P.O.C. = POINT OF COMMENCEMENT                        |  = LIMITS OF PROPOSED EASEMENT |
| No = NUMBER                       | P.O.T. = POINT OF TERMINATION                         |   |
| O.R.B. = OFFICIAL RECORDS BOOK    | P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER             |   |

**CERTIFICATION**

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

*David M. Silon* 6/13/2022

DAVID M. SILON P.S.M. DATE

FLORIDA REGISTRATION No. 6139

INDIAN RIVER ASSISTANT COUNTY SURVEYOR

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
PREPARED FOR INDIAN RIVER COUNTY ENGINEERING DEPARTMENT

**THIS IS NOT A BOUNDARY SURVEY**  
**NOT COMPLETE WITHOUT SHEETS 1-3 AS CREATED**

INDIAN RIVER COUNTY ADMINISTRATION BUILDING  
1801 27th STREET  
VERO BEACH, FL 32960  
(772) 567-8000



**INDIAN RIVER COUNTY**  
*Department of Public Works*  
*Engineering Division*

DRAWN BY:  
**D.SILON**  
APPROVED BY:  
**D.SCHRYVER**

SECTION **19**  
TOWNSHIP **31S.**  
RANGE **38E.**

**SKETCH AND DESCRIPTION**  
**for PROPOSED EASEMENT**

SHEET  
**1**  
OF  
**3**

FELLSMERE FARMS COMPANY SUBDIVISION,  
UNSURVEYED PART OF  
TOWNSHIP 31 SOUTH, RANGE 37 EAST  
IN ST. LUCIE COUNTY, FLORIDA  
PER P.B.S. 2, PG 84

TRACT 1448  
FELLSMERE JOINT VENTURE  
P.I.D. No.  
31-37-00-00001-0233-00001.0  
PER O.R.B. 2200, PG 1312

N R/W LINE VACATED TRANS FLORIDA RAILROAD  
S87°42'33"E

50.00' 182.1' +/- (6/41 VARIES)  
PER P.B.S. 2, PAGE 1

P.O.B.  
C/L OF VACATED  
TRANS FLORIDA RAILROAD

S87°20'56"E

N87°20'55"W  
S R/W LINE VACATED TRANS FLORIDA RAILROAD

FELLSMERE JOINT VENTURE  
P.I.D. No.  
31-37-00-00001-1447-00001.0  
PER O.R.B. 1880, PG 1530

TRACT 1447

FELLSMERE FARMS COMPANY SUBDIVISION,  
UNSURVEYED PART OF  
TOWNSHIP 31 SOUTH, RANGE 37 EAST  
IN ST. LUCIE COUNTY, FLORIDA  
PER P.B.S. 2, PG 84

FELLSMERE FARMS  
CONTROL DISTRICT  
EAST BOUNDARY CANAL

18' CANAL R/W

N00°29'32"E 1,902.05  
E LINE OF SUBDIVISION

S.J.R.W.M.D. & T.I.L.T.F.  
P.I.D. No.  
31-38-08-00000-5000-00001.0  
PER O.R.B. 1304, PG 2778

ABANDONED 100' WIDE TRANS  
FLORIDA RAILROAD  
RIGHT OF WAY PER  
O.R.B. 208, PAGE 547

N R/W LINE VACATED TRANS FLORIDA CENTRAL RAILROAD

C/L OF PROPOSED ESMT (CONTAINS +/- 8.10 ACRES)

S87°21'23"E 5,877.47'

S R/W LINE VACATED TRANS FLORIDA CENTRAL RAILROAD

PROPOSED  
60' ESMT

S.J.R.W.M.D. & T.I.L.T.F.  
P.I.D. No.  
31-38-08-00000-5000-00001.0  
PER O.R.B. 1323, PG 2518



GRAPHIC SCALE  
( IN FEET )

C.R. 512

P.O.C.

INTERSECTION OF THE C/L OF C.R. 512 PER THE STATE OF  
FLORIDA STATE ROAD DEPARTMENT R/W MAP, PER P.B. 10, PG 39  
& THE E LINE OF THE "FELLSMERE FARMS COMPANY'S SUBDIVISION  
OF ALL UNSURVEYED PART OF TOWNSHIP 31 S, RANGE 37 E IN  
ST. LUCIE COUNTY, FLORIDA" PER ST. LUCIE COUNTY PLAT BOOK 2,  
PG 84 (NOW LYING IN INDIAN RIVER COUNTY, FLORIDA)

THIS IS NOT A BOUNDARY SURVEY

NOT COMPLETE WITHOUT SHEETS 1-3 AS CREATED

INDIAN RIVER COUNTY ADMINISTRATION BUILDING  
1801 27th STREET  
VERO BEACH, FL 32986  
(772) 567-8000



**INDIAN RIVER COUNTY**  
Department of Public Works  
Engineering Division

DRAWN BY:  
**D.SILON**  
APPROVED BY:  
**D.SCHRUYVER**

SECTION 19  
TOWNSHIP 31S  
RANGE 38E

SKETCH AND DESCRIPTION  
for PROPOSED EASEMENT

SHEET  
2  
OF  
3

MATCHLINE 'A'

0 100 200



GRAPHIC SCALE  
( IN FEET )



MATCHLINE 'A'

MATCHLINE 'B'

ABANDONED 100' WIDE TRANS  
FLORIDA RAILROAD  
RIGHT OF WAY PER  
O.R.B. 208, PAGE 547

S.J.R.W.M.D. & T.I.L.T.F.  
P.I.D. No  
31-38-08-00000-5000-00001.0  
PER O.R.B. 1304, PG 2778

N R/W LINE VACATED TRANS FLORIDA CENTRAL RAILROAD

C/L OF PROPOSED ESMT (CONTAINS +/- 8.10 ACRES)

S87°21'23"E 5,877.47'

S R/W LINE VACATED TRANS FLORIDA CENTRAL RAILROAD

S.J.R.W.M.D. & T.I.L.T.F.  
P.I.D. No  
31-38-06-00000-5000-00001.0  
PER O.R.B. 1323, PG 2518

170' FP & R/W  
AGREEMENT PER  
O.R.B. 38, PG 257 &  
MODIFIED PER  
O.R.B. 104, PG 474

PROPOSED  
60' ESMT

MATCHLINE 'B'

ABANDONED 100' WIDE TRANS  
FLORIDA RAILROAD  
RIGHT OF WAY PER  
O.R.B. 208, PAGE 547

S.J.R.W.M.D. & T.I.L.T.F.  
P.I.D. No  
31-38-08-00000-5000-00001.0  
PER O.R.B. 1304, PG 2778

N R/W LINE VACATED TRANS FLORIDA CENTRAL RAILROAD

C/L OF PROPOSED ESMT (CONTAINS +/- 8.10 ACRES)

S87°21'23"E 5,877.47'

S R/W LINE VACATED TRANS FLORIDA CENTRAL RAILROAD

PROPOSED  
60' ESMT

S.J.R.W.M.D. & T.I.L.T.F.  
P.I.D. No  
31-38-08-00000-5000-00001.0  
PER O.R.B. 1323, PG 2518

P.O.T.  
BEGIN EXISTING  
WALKING PATH

CITY OF FELLSMERE  
P.I.D. No  
31-38-20-00000-1000-00001.2  
PER O.R.B. 2272, PG 1028

W PROPERTY LINE 102' 4" 108' 0"

THIS IS NOT A BOUNDARY SURVEY  
NOT COMPLETE WITHOUT SHEETS 1-3 AS CREATED

INDIAN RIVER COUNTY ADMINISTRATION BUILDING  
1801 27th STREET  
VERO BEACH, FL 32960  
(772) 567-8000



INDIAN RIVER COUNTY  
Department of Public Works  
Engineering Division

DRAWN BY:  
D.SILON  
APPROVED BY:  
D.SCHRYVER

SECTION 19  
TOWNSHIP 31S  
RANGE 38E

SKETCH AND DESCRIPTION  
for PROPOSED EASEMENT

SHEET  
3  
OF  
3

F:\Public Works\ENGINEERING DIVISION PROJECTS\2115 Trans-Florida Railway Trail from Fellsmere to W. of I-95\Survey\Dwg\WC-2115\_Sold\_PropEstm\_20220526.dwg, 6/2/2022 3:39:18 PM