

RESOLUTION NO. 2006- 78

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE AND GRANT A TEMPORARY CONSTRUCTION EASEMENT ON A PIECE OF COUNTY OWNED PROPERTY TO WORLD COMMENCE CENTER TO CONSTRUCT THE NEW FOUR LANE PORTION OF INTERNATIONAL GOLF PARKWAY.**

**RECITALS**

**WHEREAS**, World Commerce Center, LLP, a Florida limited liability partnership, has requested a temporary construction easement for a period of two years on a piece of County owned property for the road improvements to International Golf Parkway; and

**WHEREAS**, the Temporary Construction Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, is needed to improve International Golf Parkway from a two-lane rural section to a four-lane urban section from Royal Pines Parkway to State Road 16 and improvements for traffic circulation at Mill Creek School; and

**WHEREAS**, it is in the best interest of the public for the County to grant the Temporary Construction Easement for the safety and welfare of the citizens traveling along International Golf Parkway in that area.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby authorizes the Chairman of the Board to execute the Temporary Construction Easement Agreement on behalf of the County.

Section 3. The Clerk of Circuit Court is instructed to record the original Temporary Construction Easement Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21 day of March, 2006.

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

By: James E. Bryant  
James E. Bryant, Chairman

**ATTEST:** Cheryl Strickland  
Clerk of Circuit Court

By: Alicia DeGrande  
Deputy Clerk

RENDITION DATE 3-22-06



PREPARED BY, RECORD AND RETURN TO:  
Sidney S. Simmons, Esquire  
Stoneburner, Berry & Simmons P.A.  
841 Prudential Drive, Suite 1400  
Jacksonville, Florida 32207

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2006, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is P.O. Drawer 349, St. Augustine, Florida 32085-0349 (hereinafter referred to as "Grantor") in favor of **WORLD COMMERCE CENTER, LLP**, a Florida limited liability partnership, whose address is 100 Sutton Park Drive, Suite 100, Jacksonville Florida 32224 (hereinafter referred to as "Grantee").

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of certain real property located in St. Johns County, Florida, being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Easement Parcel").

B. The Grantee is or will be constructing improvements to International Golf Parkway, including drainage facilities adjacent thereto.

C. Grantor wishes to establish a temporary access easement over and across the Easement Parcel for the benefit of the Grantee's construction project.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, the mutual benefits to the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **GRANT OF EASEMENT.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and creates in favor of Grantee, its agents, invitees and contractors, a temporary, non-exclusive construction easement and right-of-way, on, over and across the Easement Parcel for access, ingress, egress and use as is necessary for Grantees' construction activities adjacent to the Easement Parcel.

2. **TERMINATION OF EASEMENT.** The easement rights granted hereunder shall commence on the date hereof and shall continue until the earlier of (i) completion of the project or (ii) until the second anniversary of this Agreement. It is the intent of the parties that such termination shall be self-executing and no further instrument shall be required to be recorded in order to evidence the termination of this easement. However, if requested, upon termination of the easement rights Grantee shall execute documents to be recorded in the public

records of St. Johns County, Florida releasing any interests or rights Grantee may have in the Easement Parcel.

3. **RESTORATION AND REPAIR.** Grantee shall repair any damage to the Easement Parcel caused by Grantee's activities and restore the same to the condition existing prior to the commencement of Grantee's use of the Easement Parcel.

4. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto.

5. **ENFORCEMENT; ATTORNEY'S FEES.** In the event of any default under this Agreement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

6. **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

7. **NOTICE.** The address of Grantor and Grantee is as set forth in the initial paragraph. Either party may give written notice of change of address with the other. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. post office receptacle shall be evidence of such mailing.

8. **INDEMNITY.** Grantee shall indemnify and hold harmless Grantor from and against costs and expenses associated with any construction and/or access activity conducted by Grantee during the term of this Agreement.

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

Witnesses:

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

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
James E. Bryant, Chairman of the Board of  
County Commissioners of St. Johns County

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by, James E. Bryant the Chairman of the Board of County Commissioners St. Johns County, on behalf of the county. He is personally known to me.

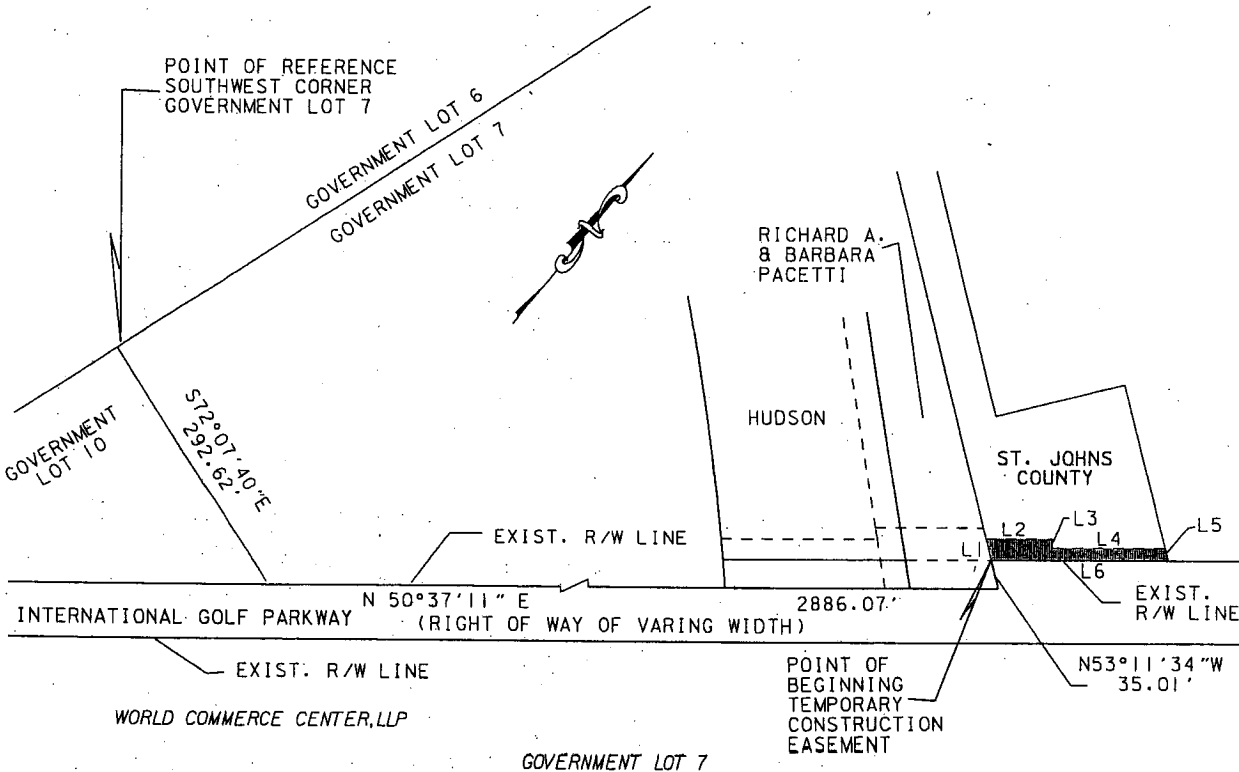
\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

# MAP OF

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED TO ST. JOHNS COUNTY

A PART OF GOVERNMENT LOT 7, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 7; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION LINE BETWEEN SAID GOVERNMENT LOT 7 AND GOVERNMENT LOT 10, A DISTANCE OF 292.62 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2886.07 FEET; THENCE NORTH 50°11'34" WEST, A DISTANCE OF 35.01 FEET TO A POINT IN THE EXISTING RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND THE POINT OF BEGINNING; THENCE NORTH 50°11'34" WEST, A DISTANCE OF 26.77 FEET; THENCE NORTH 50°37'11" EAST, A DISTANCE OF 80.66 FEET; THENCE NORTH 39°22'49" EAST, A DISTANCE OF 11.00 FEET; THENCE NORTH 50°37'11" EAST, A DISTANCE OF 136.98 FEET; THENCE SOUTH 53°13'38" EAST, A DISTANCE OF 15.48 FEET TO A POINT IN THE EXISTING RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 50°37'11" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 214.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRES (4,096 SQUARE FEET) MORE OR LESS.



- LEGEND:**
- C4 DENOTES CURVE NUMBER
  - L4 DENOTES LINE NUMBER
  - PC DENOTES POINT OF CURVE
  - PT DENOTES POINT OF TANGENCY
  - PRC DENOTES POINT OF REVERSE CURVE
  - PCC DENOTES POINT OF COMPOUND CURVE

**LINE TABLE**

LINE NUMBER	BEARING	DISTANCE
L1	N 53°11'34" W	26.77'
L2	N 50°37'11" E	80.66'
L3	S 39°22'49" E	11.00'
L4	N 50°37'11" E	136.98'
L5	S 53°13'38" E	15.45'
L6	S 50°37'11" W	214.94'

- NOTES:**
- BEARINGS SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY BEING NORTH 50°37'11" WEST.

**THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY**



Infrastructure  
Environment  
Buildings

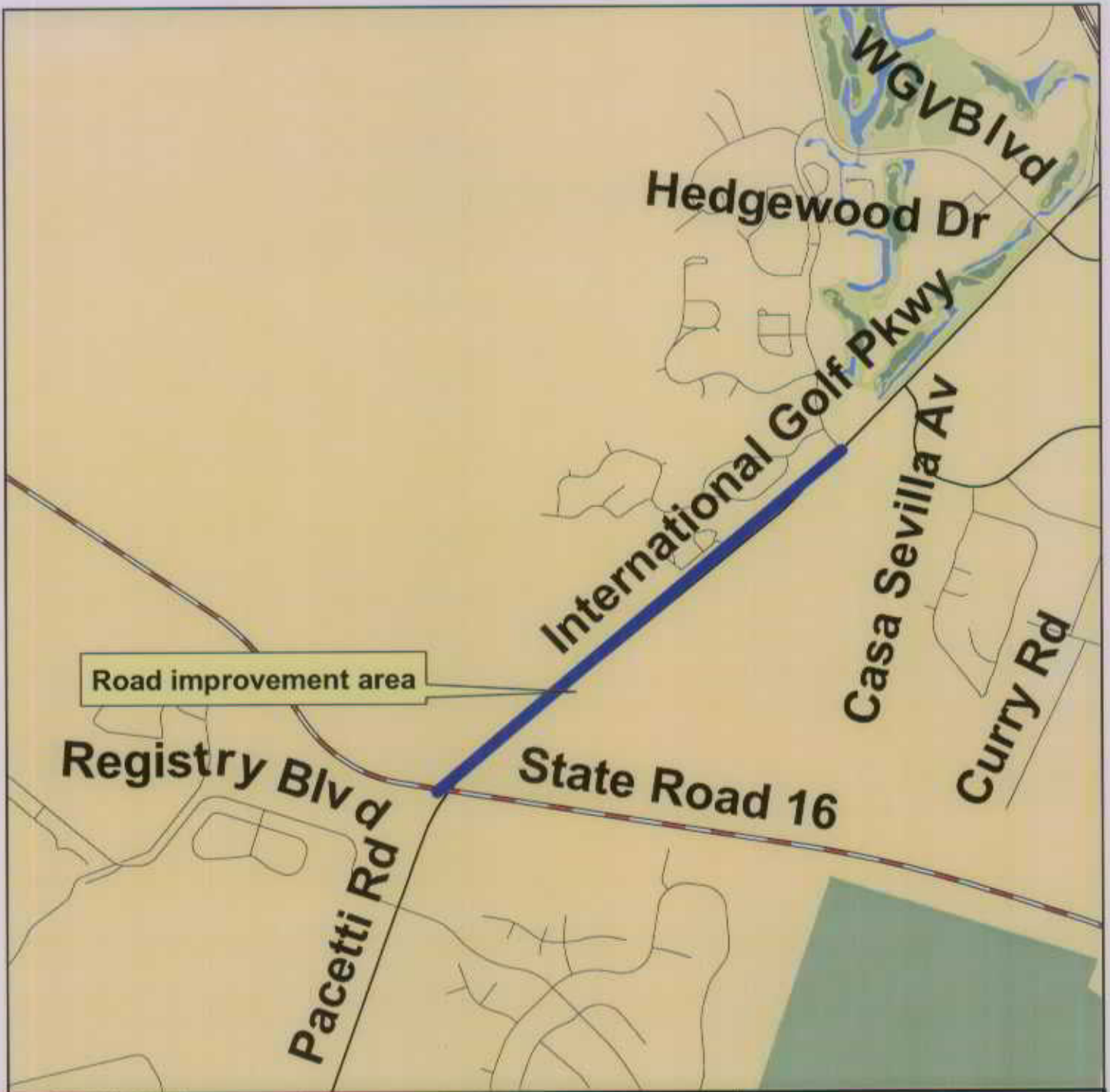
**ARCADIS** G&M, Inc.

1650 Prudential Drive, Suite 400 - Jacksonville, Florida 32207 -  
(904) 721-2991 • Fax: (904) 861-2450  
FI Certification Number: EB 7917 LC 0269 LB 7062

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND §1017-6 OF THE FLORIDA ADMINISTRATIVE CODE.

*Brenda D. Catone*  
 CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021  
 BRENDA D. CATONE FLA. P.S.M. CERT. NO. LS 5447  
 DATE FEBRUARY 3, 2006 SCALE 1" = 200'

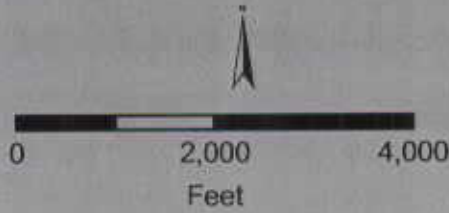
**NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER**



Road improvement area



**GENERAL  
LOCATION MAP**



Map Prepared: 3/10/2006  
\*Depicts General Project Boundary

**Temporary  
Construction  
Easement for  
International Golf  
Parkway**

File: April 4, 2006



St. Johns County  
Land Mgmt. Systems  
Real Estate