

RESOLUTION NO. 2021- 271

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO JOIN IN THE EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT PROVIDED BY CBH, LLC AT THE STATE ROAD 206 AND INTERSTATE 95 INTERCHANGE.

RECITALS

WHEREAS, CBH, LLC has executed and presented to the County a Temporary Construction Easement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for staging materials and equipment at the State Road 206 and Interstate 95 interchange; and

WHEREAS, due to the rapid growth in the County, the St. Johns County Utility Department is preparing to extend a water main pipe from State Road 207 down to State Road 206, along the west side of Interstate 95 in an effort to supply the volume of water to the service area east of I-95 and subsequently help reduce pressure at the CR 214 Mainland Water Treatment Plant (WTP). Construction is anticipated to begin August 2021; and

WHEREAS, the extension of this water main will provide system redundancy and enhance hydraulics and fire flows to existing customers within the County's southern service area. This water main will also provide a convenient point of connection for property owners and/or other customers located along this route; and

WHEREAS, it is in the best interest of the County to join in the execution of this Temporary Construction Easement for the health, safety and welfare of the citizens located within this service 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 above-described Temporary Construction Easement, attached and incorporated hereto, is accepted by the Board of County Commissioners and the County Administrator, or his designee is authorized to join in the execution of the easement.

Section 3. To the extent that there are typographical, scrivener 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.

Section 4. The Clerk of the Court is instructed to record the original Temporary Construction Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 20 day of July, 2021.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST:

Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: Sam Hatterman
Deputy Clerk

RENDITION DATE 7/21/21

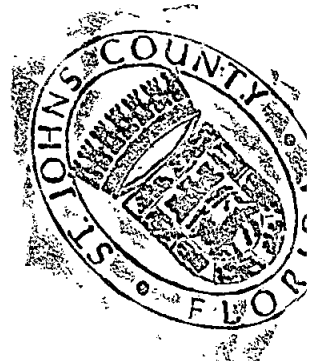


EXHIBIT "A" TO RESOLUTION

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT made this ____ day of _____, 2021, by and between **CBH, LLC**, a Florida limited liability company, with a principal address of 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32092, as Grantor and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, Grantee.

WITNESSETH, that for and in consideration of the sum of **\$10.00 (Dollars)** and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the Grantor hereby gives, grants, bargains and releases to the Grantee, a Temporary Construction Easement to enter upon and use the Grantor's property located in St. Johns County, Florida, described below, as a staging area for material and equipment related to the construction of the SR 207 Water Main Extension Project, together with non-exclusive rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use, occupancy or redevelopment of retail or commercial improvements constructed, or to be constructed, upon the property owned by Grantor. Grantee shall not use any part of the Easement Area for refueling vehicles or other similar activities involving petroleum products. Grantee shall exercise the easement rights conveyed herein in a manner which are in accordance with applicable federal and state statutes, rules and regulations.

SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein shall terminate on the earlier of (i) the date that the project at this location and upon these premises is complete, or (ii) September 1, 2022. The property will be put back to its original condition when the project is complete, including but not limited to, refilling any holes or trenches in a proper and workmanlike manner, seeding and mulching, and restoration of landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment all to be accomplished at Grantee's sole cost and expense.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold Grantor harmless from any personal injury and/or property damage claims, including attorneys' fees and court costs, actually incurred by Grantor as a result of the negligent acts or omissions or intentional misconduct of Grantee or any of its successors, assigns, invitees, licensees, contractors and agents in connection with the use of the Easement granted hereby. This section shall not operate as a waiver of Grantee's sovereign immunity.

Grantee shall require all of its contractors using the Easement Area for construction purposes to obtain and keep in force general liability insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and \$10,000,000.00 umbrella with general environmental pollution coverage, at all times during the period of contractual obligations and the term of this Easement. Grantee shall promptly deliver written evidence of such insurance to Grantor prior to commencement of construction on the Easement Area in the form of a current certificate of insurance and Grantor shall be listed as an additional insured (instead of a certificate holder) on the certificate of insurance.

Grantee shall have no authority, express or implied, without the express written consent of Grantor, to create or place or cause to be created or placed, any mechanic's, materialmen's or other lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the Easement Area and/or the interest of Grantor in the Easement Area or surrounding property of Grantor for any claim in favor of any person dealing with Grantee and/or the Easement Area, including, without limitation, those who may furnish materials or perform labor for any construction or repairs on or about the Easement Area. Any violation of the foregoing shall be deemed a default of this Easement.

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

Signed, sealed and delivered in
Our presence as Witnesses:

CBH, LLC

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____, on behalf of CBH, LLC, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public: _____

My Commission Expires: _____

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

Signed, sealed and delivered in
Our presence as Witnesses:

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

Print Name: _____

By: _____
Hunter S. Conrad
County Administrator

Print Name: _____

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 _____, 2021, by Hunter S. Conrad, on behalf of St. Johns County, Florida, who is personally known to me.

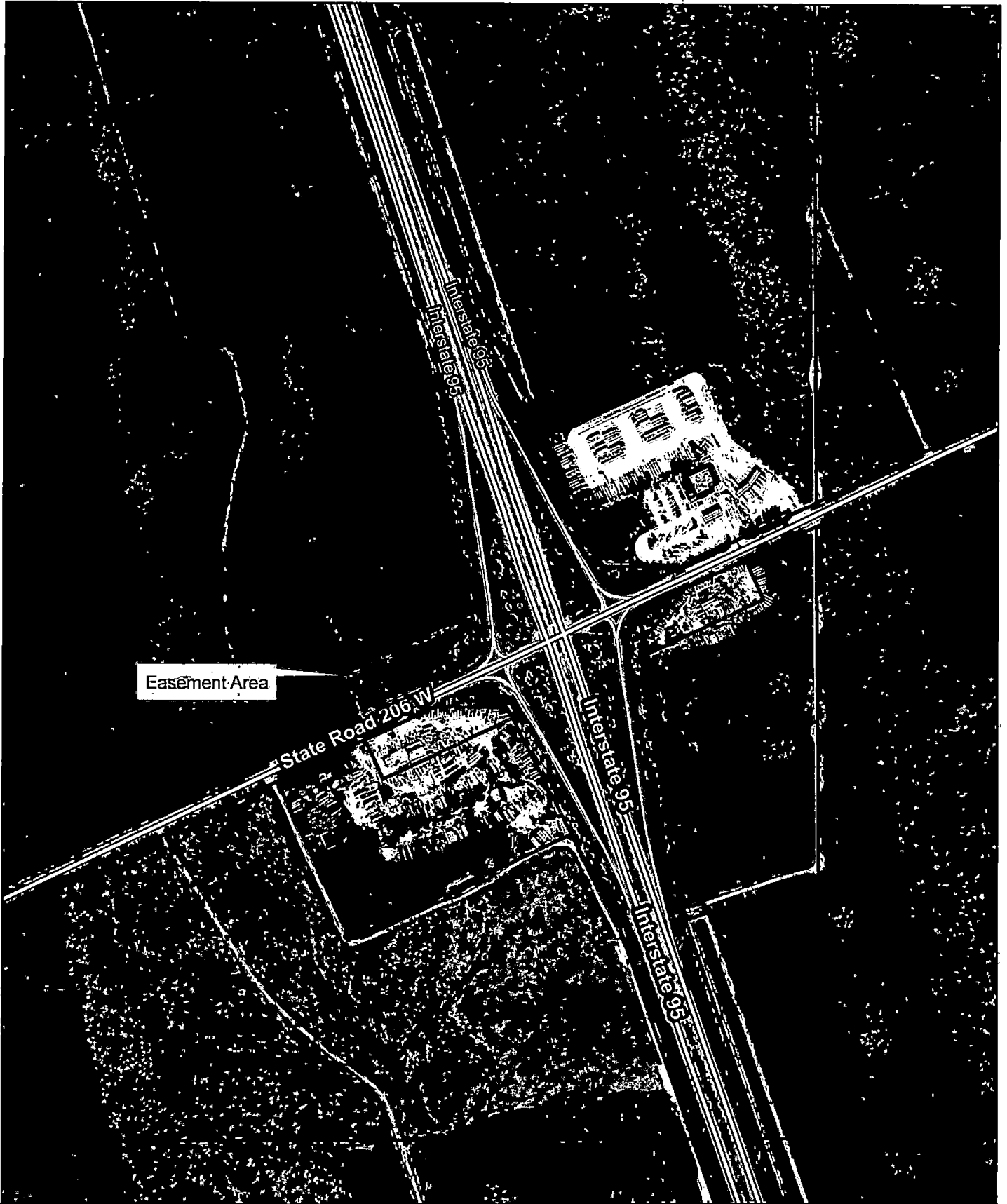
(Notary Seal)

Notary Public: _____
My Commission Expires: _____

EXHIBIT "A"

THAT CERTAIN PARCEL OF LAND SITUATE IN ST. JOHNS COUNTY, FLORIDA, TO-WIT:

THAT CERTAIN TRACT OR PARCEL OF LAND, BEING A PART OF SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE CENTER LINE INTERSECTION OF STATE ROAD NO. 206 AND INTERSTATE HIGHWAY NO. 95; THENCE SOUTH 64 DEGREES 52 MINUTES WEST ALONG SAID CENTERLINE OF STATE ROAD NO. 206, 750 FEET; THENCE NORTH 25 DEGREES 08 MINUTES WEST, 50 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 206, SAID POINT BEING THE END OF THE LIMITED ACCESS RIGHT-OF-WAY OF INTERSTATE HIGHWAY NO. 95 AND THE POINT OF BEGINNING; THENCE SOUTH 64 DEGREES 52 MINUTES WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 206, 200 FEET; THENCE NORTH 25 DEGREES 08 MINUTES WEST AT RIGHT ANGLES TO SAID RIGHT-OF-WAY LINE, 200 FEET; THENCE NORTH 64 DEGREES 52 MINUTES EAST AND PARALLEL TO THE CENTER LINE OF SAID STATE ROAD NO. 206, 624.16 FEET TO A POINT IN THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE SOUTH 09 DEGREES 18 MINUTES 55 SECONDS EAST ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, 51.97 FEET, THENCE SOUTH 39 DEGREES 02 MINUTES 44 SECONDS WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE; 344.38 FEET; THENCE SOUTH 64 DEGREES 52 MINUTES WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 206, 100 FEET TO THE POINT OF BEGINNING, AND END OF SAID LIMITED ACCESS RIGHT-OF-WAY, CONTAINING 99,104 SQUARE FEET OR 2.2751 ACRES.



Easement Area

State Road 206 W

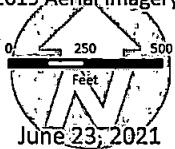
Interstate 95

Interstate 95

Interstate 95



2019 Aerial Imagery



June 23, 2021

Temporary Construction Easement SR 206 and I-95 Interchange

Land Mgmt. Systems
Real Estate Division
209-0764

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.

