

RESOLUTION NO. 2022-346

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND ACCEPTING FROM HIGHLAND POINTE, LLC A TEMPORARY CONSTRUCTION EASEMENT AT THE STATE ROAD 16 AND INTERSTATE 95 INTERCHANGE.

RECITALS

WHEREAS, Highland Pointe, 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 construction access and temporary staging of construction materials and equipment and installation of a reclaimed water line at the State Road 16 and Interstate 95 interchange; and

WHEREAS, the Florida Department of Transportation (Department) is currently constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road. The Department project is identified as SR16 @ SR9 (I-95) Interchange improvements. As a result of the Department project, it is necessary for the St. Johns County Utility Department to relocate significant portions of the existing reclaimed water line located within the northside right-of-way of SR16 @ SR9 (I-95) Interchange project; and

WHEREAS, it is in the best interest of the County to accept the 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 herein, is accepted by the Board of County Commissioners.

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 4th day of October, 2022.

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

BY: Henry Dean
Henry Dean, Chair

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

Sam Halterman
Deputy Clerk

Rendition Date 10/4/22



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

EXHIBIT "A" TO RESOLUTION

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("TCE") made this 6TH day of SEPTEMBER, 2022, by and between **HIGHLAND POINTE, LLC**, a Florida limited liability company, with an address of 800 Highland Avenue, Suite 200, Orlando, FL 32803 as Grantor and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, FL 32084, Grantee.

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) 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 (hereinafter referred to as the "Easement Area") for installation of a utility reuse line, staging pipe and construction equipment, together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the TCE herein granted.

SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein shall automatically terminate upon Grantor providing Grantee a fifteen (15) foot non-exclusive permanent Easement for Utilities, attached hereto as Exhibit "B" and by reference incorporated herein, and recordation of the Easement for Utilities in the public records of St. Johns County, Florida. The Easement Area and any other property disturbed by the Grantee shall be restored to its original condition, including re-sodding and replacement of planted landscaping at the completion of the Project.

To the extent permitted by law, and within the limitations set forth in Section 768.28, Florida Statutes, Grantee agrees to indemnify and hold harmless Grantor, their successor and assigns from any liability whatsoever which is asserted against Grantor as a direct result of the negligence of the Grantee and Grantee's invitees, material suppliers, laborers, contractors and subcontractors in their use of the Easement Area, including damages to the property and improvements lying outside the Easement Area, and including any court costs and reasonable attorney's fees incurred by Grantor in connection therewith, including any and all court costs and reasonable attorney's fees incurred in any appeal. The foregoing indemnification shall not be construed as a waiver of Grantee's sovereign immunity.

Grantee shall provide Grantor with proof of the existence of its general liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence, together with an endorsement indicating that the Grantee as well as the Grantor are additional insured parties under said general liability insurance policy.

Grantee agrees to execute and deliver to the Grantor, upon the termination of this TCE any instruments reasonably requested by Grantor to evidence the termination of this TCE.

Grantee shall not interfere with any third parties use of the property adjacent to or in close proximity to the Easement Area.


Venue for any dispute arising out of or relating to this TCE shall be the State Courts residing in St. Johns County, Florida.

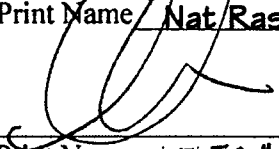
IN WITNESS WHEREOF, Grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:

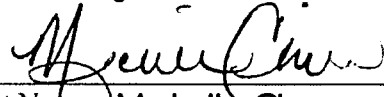
HIGHLAND POINTE, LLC

By: Orange & Blue Management, LLC
Its: Manager



Print Name Nat Rassi


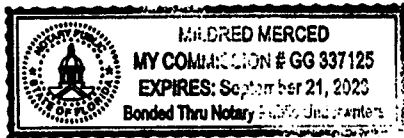
Print Name MICHELLE CHIRA

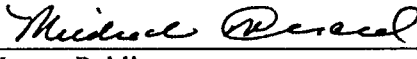
By: 

Print Name: Michelle Chira
Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence this 6th day of September, 2022, by Michelle Chira on behalf of Highland Pointe, LLC who is personally known to me.





Notary Public
My commission expires: 9/21/2023

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY:

AN EASEMENT SITUATED WITHIN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING FROM THE WEST CORNER OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 692, PAGE 1116 THROUGH 1117 OF THE ST JOHNS COUNTY CLERK, ALSO BEING SITUATED AT THE INTERSECTION OF THE EASTERLY LINE OF STATE ROAD 16 AND INTERSTATE 95 RIGHT OF WAY LINES; THENCE S75°54'09"E, 858.65 FEET ALONG THE SOUTH LINE OF SAID PARCEL AND ALSO CONTINUING ALONG THE SOUTH LINE OF A PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3368 PAGE 628; THENCE N 1°37'41" W, 74.96 FEET TO THE NORTH LINE OF SAID PARCEL AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3368, PAGE 628 AND TO THE POINT OF BEGINNING; THENCE, N 64° 09' 18" E ALONG SAID NORTH LINE, 80.26 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE OUTLET MALL BLVD; THENCE, S 25° 50' 42" E ALONG SAID RIGHT OF WAY, 95.99 FEET TO A CURVE, SAID CURVE BEING CONCAVED SOUTHWESTERLY TURNING TO THE RIGHT THROUGH AN ANGLE OF 01° 24' 46", HAVING A RADIUS OF 1095.00 FEET, AND WHOSE LONG CHORD BEARS S 25° 07' 12" E, 27.00 FEET; THENCE ALONG SAID RIGHT OF WAY AND CURVE 27.00 FEET; THENCE S 81° 22' 35" W, 124.26 FEET; THENCE, N 01° 37' 41" W, 94.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,781 SF, MORE OR LESS.

EXHIBIT B

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 2022 by **HIGHLAND POINTE, LLC**, a Florida limited liability company, with an address of 800 Highland Avenue, Suite 200, Orlando, FL 32803, 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".

WITNESSETH:

That 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, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground reuse line and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground reuse line (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (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 reuse utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land 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 and foundations, footing and/or anchors for surface improvements.

(b) All Utility 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 granted by this instrument 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 reuse utility 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 residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. REUSE SYSTEM - The Grantee shall maintain all reuse mains. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or 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, but 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 utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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

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

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
Our presence as Witnesses:

HIGHLAND POINTE, LLC

Print Name _____

By: _____

Print Name: _____

Title: _____

Print Name _____

STATE OF FLORIDA
COUNTY OF ORANGE

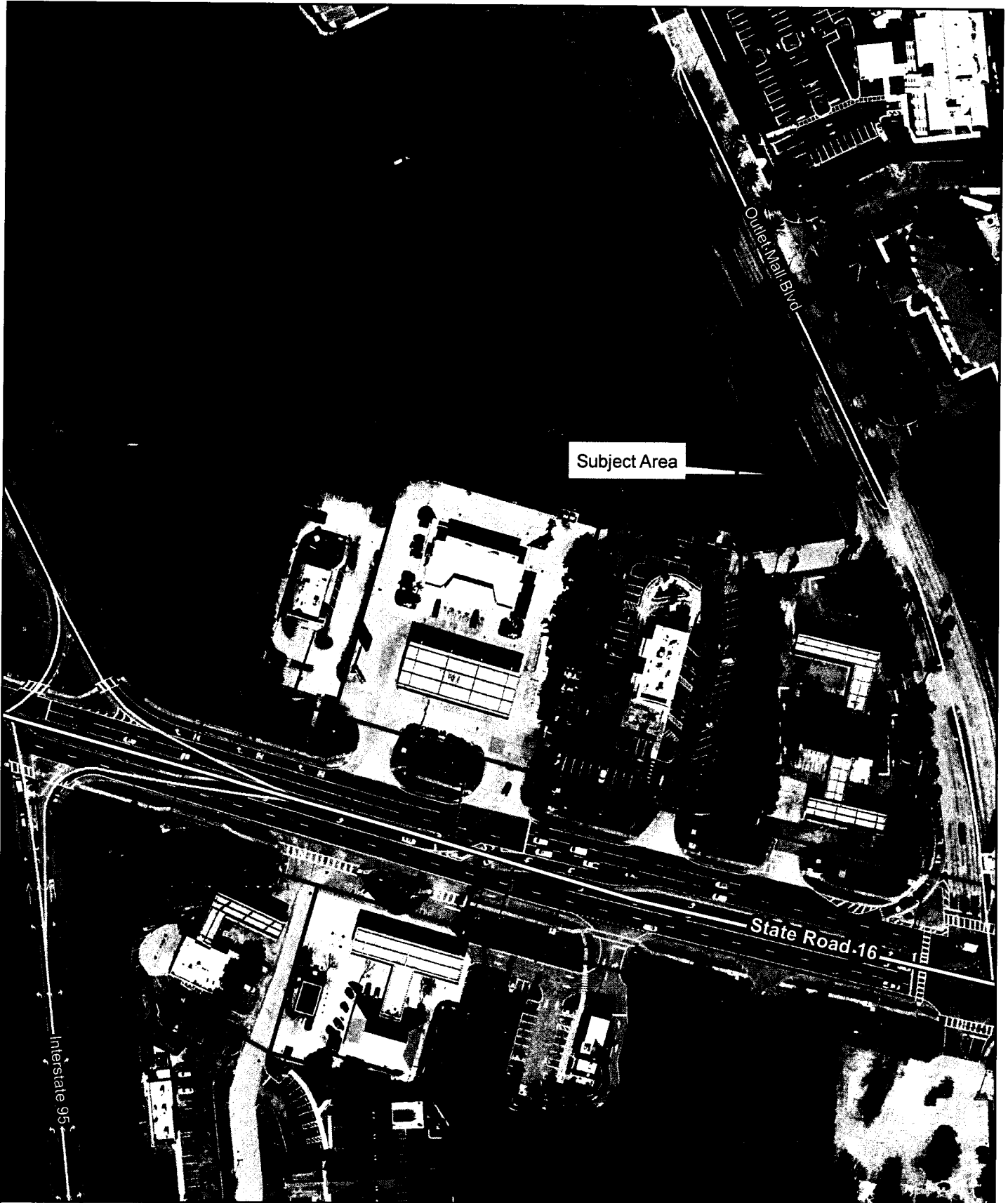
The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2022, by _____ on behalf of Highland Pointe, LLC who is personally known to me.

Notary Public
My commission expires: _____

EXHIBIT "A"

EASEMENT AREA

LEGAL DESCRIPTION FOR A 15 FOOT NON-EXCLUSIVE PERMANENT EASEMENT
WILL BE PROVIDE ONCE THE REUSE LINE HAS BEEN INSTALLED.



Subject Area

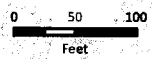
Outlet Mall Blvd

State Road 16

Interstate 95



2019 Aerial Imagery



September 7, 2022

Temporary Construction Easement *State Road 16 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.

