

RESOLUTION NO. 2021- 270

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AND ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT PROVIDED BY GLOBAL ENTERPRISES LTD, INC. AT THE STATE ROAD 206 AND INTERSTATE 95 INTERCHANGE.

RECITALS

WHEREAS, Global Enterprises Ltd, Inc. 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 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 accept 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.

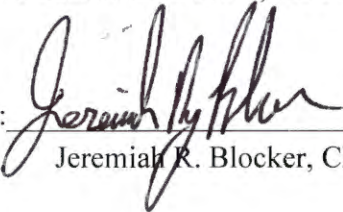
Section 2. The above-described Temporary Construction Easement, attached and incorporated hereto, is accepted by the Board of County Commissioners.

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, Chair

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

By: 
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 **GLOBAL ENTERPRISES LTD, INC.**, a Florida corporation, with a principal address of 985 State Road 206 West, St. Augustine, FL 32086, 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, for construction access and temporary staging of construction materials and equipment, 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 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) July 1, 2024. Grantee shall restore the property to its original condition when the project is complete or this easement terminates, 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 such restoration shall be accomplished at Grantee's sole cost and expense.

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:

**GLOBAL ENTERPRISES,
LTD, INC.**

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
Global Enterprises Ltd, Inc., who is personally known to me or has produced
_____ as identification.

(Notary Seal)

Notary Public: _____

My Commission Expires: _____

EXHIBIT "A"

THAT CERTAIN LOGGING ROAD BEING PART OF SECTION 2,
TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA,
AND LYING WEST OF STATE ROAD NO. 9 (INTERSTATE 95), BEING A
PART OF PARCEL ONE OF THOSE LANDS AS DESCRIBED IN OFFICIAL
RECORDS BOOK 2485, PAGE 1362, OF THE PUBLIC RECORDS OF SAID
ST. JOHNS COUNTY, FLORIDA.