

RESOLUTION NO. 2023- 173 _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR OF THE BOARD, ON BEHALF OF THE COUNTY, TO ACCEPT AND EXECUTE A TEMPORARY CONSTRUCTION EASEMENT WITHIN FUTURE STORM WATER POND SITE LOCATED OFF FUTURE COUNTY ROAD 2209.

RECITALS

WHEREAS, TR WCC Property Owner, LLC, a Delaware limited liability company, has presented to St. Johns County (the “County”) a Temporary Construction Easement, over a parcel of land located adjacent to future County Road 2209 between State Road 16 and International Golf Parkway, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, the County is currently completing work along future County Road 2209 permitted under an open Army Corps permit that expires June 15, 2023. Prior to the permit’s expiration, the County would like to complete similar work within the lands described in the Temporary Construction Easement; and

WHEREAS, the Temporary Construction Easement allows the County to access and complete permitted work within a 3.70 acre parcel that will serve as a future County storm water pond; and

WHEREAS, it is in the best interest of the County to accept and execute the Temporary Construction Easement for the health, safety and welfare of the citizens of St. Johns County.

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 hereby authorize the Chair to execute the Temporary Construction 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.

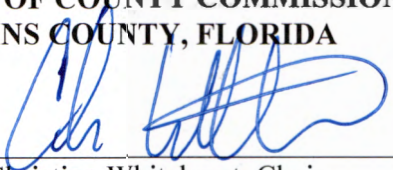
Section 4. The Clerk of the Circuit Court is instructed to record the original Temporary Construction Easement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 6th day of June, 2023.

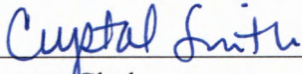
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

Rendition Date JUN 06 2023

By: _____


Christian Whitehurst, Chair

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


Deputy Clerk



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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") made this ____ day of _____, 2023, by and between **TR WCC Property Owner LLC**, a Delaware limited liability company, whose address is 300 South Tyron Street Ste 2500, Charlotte, NC 28202, Grantor, and **ST. JOHNS COUNTY, FLORIDA**, 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 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 to perform earthwork operations, grading, removal of unsuitable materials and addition of suitable fill, and grantor accepts said fill materials placed as part of the aforementioned uses, on or within the real property located in St. Johns County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE
(the "Grantor Property")

The Temporary Construction Easement granted herein shall be subject to the following:

1. Automatic Termination. It is understood and agreed by the parties hereto that the rights granted herein will terminate June 30, 2023.
2. Indemnification. In consideration of the granting of this Easement, Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all losses, damages, causes of action, claims, liabilities, claims alleging personal injury, including bodily injury or death, and/or property damage, and cost and expenses relating to the foregoing, including reasonable attorneys' fees and court costs, but only to the extent that such claims arise out of Grantee's activities on the Grantor Property, arise out of Grantee's use of the Temporary Construction Easement, and/or are caused by Grantee or any officer, employee, representative or agent of Grantee. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity nor as its consent to be sued by third parties, except as set forth in Section 768.28, Florida Statutes (2022). Grantee's liability is limited in an amount not to exceed the monetary limits on liability and attorney's fees and costs set forth in Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.
3. Attorneys' Fees. In the event of a dispute concerning the interpretation and/or enforcement of the terms hereof, the prevailing party in any such dispute shall be entitled to recover from the non-prevailing party costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees, paralegal, consultant and other reasonable expenses incurred prior to trial, at trial, on appeal or in connection with any administrative proceedings.
4. No Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that nothing in this Easement, expressed or implied, shall confer upon any person, other than the parties hereto any rights or remedies under or by reason of this Easement.
5. Liability Insurance Coverage and Limits. In connection with the exercise of the Temporary Construction Easement granted herein, Grantee shall maintain, and/or cause to be maintained by its contractor, at the

expense of Grantee, (a) liability insurance with a reputable, nationally recognized insurance company insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Temporary Construction Easement, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; and (b) environmental indemnity insurance insuring against claims for injury and damages caused by Grantee's discharge of any hazardous materials on or about the Grantor Property of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Such insurance shall name Grantor as an additional insured.

6. Non-Exclusivity. Nothing herein shall prohibit Grantor from the use and enjoyment of the Grantor Property; provided, however, that Grantor shall not unreasonably interfere with Grantee's rights granted herein.
7. Representation. Each party hereby covenants, represents and warrants to the other that it has taken any and all actions and has obtained any and all joinders, approvals and consents of any and all persons or entities, public or private, necessary to legally and validly authorize them to execute and deliver this Easement.
8. Severability. If any part of this Easement or the application thereof to any person or circumstance shall to any extent be held void or invalid or unenforceable, then the remainder of this Easement or the application of such provision to persons or circumstances other than those as to which it is held void, invalid or unenforceable shall not be affected thereby, and each and every other provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.
9. Governing Law and Venue. This Easement and provisions contained herein shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida. Any trial shall be non-jury.
10. Counterparts. This Easement may be executed in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Easement have signed at least one copy, such copies together will constitute a fully-executed and binding agreement

[Signatures on following page(s)]

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:

GRANTOR:

TR WCC PROPERTY OWNER LLC,
a Delaware limited liability company

Signature Date

By: TR-Foundry WCC JV LLC,
a Delaware limited liability company,
its Sole Member

Print Witness Name

By: TR World Commerce Center LLC,
a Delaware limited liability company,
its Managing Member

Signature Date

By: Barings LLC,
a Delaware limited liability company
its non-member manager

Print Witness Name

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this ____ day of _____, 2023, by _____, for TR
WCC Property Owner, LLC its _____.

Personally Known or Produced Identification
Type of Identification Produced

Notary Public
My Commission Expires: _____

Signed, sealed and delivered in
our presence as Witnesses:

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

Print Name : _____

By: _____

Print Name: _____

Its: Chair

Print Name: _____

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

Legally Sufficient:

By: _____
Deputy Clerk

By: _____
Deputy County Attorney

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence, this
_____ day of _____, 2023, by _____, Chair, of the Board of County
Commissioners of St. Johns County, Florida, who is personally known to me.

(Notary Seal)

Notary Public: _____

My Commission Expires: _____

EXHIBIT "A"

ALL THAT PROPERTY IDENTIFIED IN ARMY CORPS PERMIT #200204340 (ip-mre) AND FURTHER IDENTIFIED IN CLEARING AND GRADING PERMIT 2022-09 ON SHEET C 2.01 & SHEET C 2.02, LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF LOT 7 OF THE SUBDIVISION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

WORLD COMMERCE CENTER (SWMF)

A PORTION OF LOT 7 OF THE SUBDIVISION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1368, PAGE 301 OF THE PUBLIC RECORDS OF SAID COUNTY, WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (FORMERLY KNOWN AS NINE MILE ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 50 DEGREES 37 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, 1219.18 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 2209 (A 200' RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3202, PAGE 580 OF SAID PUBLIC RECORDS ; THENCE ALONG SAID RIGHT OF WAY SOUTH 1 DEGREE 47 MINUTES 49 SECONDS WEST, 131.02; THENCE CONTINUE ALONG THE RIGHT OF WAY SOUTH 47 DEGREES 01 MINUTES 43 SECONDS EAST, 1060.47 FEET TO A CURVE OF TANGENCY, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 884.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 57 MINUTES 39 SECONDS EAST AND A CHORD DISTANCE OF 878.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 37 MINUTES 53 SECONDS EAST, 480.00 FEET; THENCE SOUTH 39 DEGREES 38 MINUTES 54 SECONDS EAST, 335.00 FEET TO THE NORTHWESTERLY LINE OF CONSERVATION EASEMENT NO. 1 AS RECORDED IN SAID OFFICIAL RECORDS BOOK 1974, PAGE 1082, THENCE ALONG THE LINES OF SAID CONSERVATION EASEMENT NO. 1, SOUTH 57 DEGREES 22 MINUTES 39 SECONDS WEST, 179.58 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1106, PAGE 68 OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE NORTH 72 DEGREES 04 MINUTES 27 SECONDS WEST, ALONG SAID NORTHERLY LINE, 61.31 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 36 SECONDS WEST 43.75 FEET; THENCE S 72 DEGREES 05 MINUTES 33 SECONDS EAST, 75.67 FEET; THENCE SOUTH 57 DEGREES 22 MINUTES 39 SECONDS WEST, 375.28 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 2209 (A 200' RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3202, PAGE 580 OF SAID PUBLIC RECORDS, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 293.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 18 DEGREES 53 MINUTES 45 SECONDS WEST AND A CHORD DISTANCE OF 292.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 3.70 ACRES MORE OR LESS.



Future CR 2209

TCE permitted work area



2021 Aerial Imagery

Date: 5/26/2023

Construction to serve future CR 2209
 Temporary Construction Easement permitted work area

Land Management Systems Real Estate Division
 (904) 209-0782

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 herein.

