

**RESOLUTION NO. 2023-473**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO TEMPORARY CONSTRUCTION EASEMENTS TO ST. JOHNS COUNTY REQUIRED FOR THE COUNTY ROAD 210/GREENBRIAR ROAD WIDENING PROJECT.**

**RECITALS**

**WHEREAS**, property owners Trout Creek Community Development District and Stillwater Community Development District have presented to St. Johns County Temporary Construction Easements, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, for roadway improvements along CR210/Greenbriar Road; and

**WHEREAS**, the project will begin at the current 4-laning at Cimarrone Boulevard and extend west to the intersection of Greenbriar Road for a distance of approximately 2.3 miles. The roadway will be rebuilt to a minimum of 150 feet of right-of-way with intersection improvements to Greenbriar Road; and

**WHEREAS**, it is in the best interest of the County to accept the Temporary Construction Easements for the health, safety and welfare of the citizens of this 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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby accepts the Two Temporary Construction Easements for the purposes mentioned above.

Section 3. The Clerk is instructed to record the original Two Temporary Construction Easements in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/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.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 5th day of December, 2023.

Rendition Date: DEC 06 2023

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

By: [Signature]  
Sarah Arnold, Chair

**ATTEST:** Brandon J. Patty  
Clerk of the Circuit Court & Comptroller  
By: Crystal Smith  
Deputy Clerk



## EXHIBIT "A" TO RESOLUTION

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

### TEMPORARY CONSTRUCTION EASEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, whose address is c/o Rizzetta & Company, 2806 N. 5<sup>th</sup> Street, Ste 403, St. Augustine, Florida 32084-1904 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 for the purpose of reconstruction of a roadway known as Shearwater Parkway, including tying-in, conforming, harmonizing, and/or reconnecting existing grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property located in St. Johns County, Florida, described as follows:

**Parcel "B" and the North 100' of Shearwater Parkway recorded in Map Book 76, page 16 of the Public Records of St. Johns County, Florida.**

It is understood and agreed by the parties hereto that the rights granted herein will terminate when the project has been completed. The property will be put back to its original condition when the project is complete.

In consideration of the granting of the temporary construction easement, Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such claims are caused by the negligence of Grantee or any officer, employee, representative or agent of Grantee, losses, damages, causes of action, claims, liabilities, cost and expenses, including reasonable attorneys' fees and court costs. Pursuant to Subsection 768.28(19), F.S., (1) neither party shall be deemed as waiving either party's sovereign immunity protections or as increasing, the limits of liability set forth in Section 768.28, F.S.; and (2) neither Party indemnifies nor insures the other Party for the other Party's negligence. Each Party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by 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:

**GRANTOR:**  
TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

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

## EXHIBIT "B" TO RESOLUTION

### TEMPORARY CONSTRUCTION EASEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT** made this \_\_\_ day of \_\_\_\_\_ 2023, by and between **STILLWATER COMMUNITY DEVELOPMENT DISTRICT**, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ("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 for the purpose of reconstruction of a roadway known as CR210, including tying-in, conforming, harmonizing, and/or reconnecting existing grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property (collectively the "Work") located in St. Johns County, Florida, described as follows:

See Exhibit "A", attached hereto and incorporated by reference and made a part hereof ("Easement Area")

It is understood and agreed by the parties hereto that the rights granted herein will terminate when the Work has been completed.

Grantee shall complete the Work in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Work. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

Grantee's performance of the Work shall not limit access to the Stillwater Residential Community, and Grantee agrees to provide maintenance of traffic services, if necessary, to prevent such limitations on access.

In the performance of any activities permitted by this agreement, Grantee shall use commercially reasonable efforts to ensure Grantee's activities shall not create a hazardous condition and minimize any disturbance to the use of the Easement Area by Grantor and/or Grantor's residents and guests, and their respective successors, assigns, contractors, invitees, licensees, agents; employees and customers. Upon the completion of any work, Grantee, at its own cost and expense, shall remove all debris, materials and equipment, and shall restore the surface of the Easement Area and surrounding land to substantially the same condition as existed prior to the Work.

Grantor reserves the right to use and grant to others the right to use the Easement Area, in accordance with the terms and conditions of this Agreement; and in a manner that does not materially interfere with Grantee's rights hereunder as set forth herein.

In consideration of the granting of the temporary construction easement, Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such claims are caused by the negligence of Grantee or any officer, employee, representative or agent of Grantee, losses, damages, causes of action, claims, liabilities, cost and expenses, including

reasonable attorneys' fees and court costs. Pursuant to Subsection 768.28(19), F.S., (1) neither party shall be deemed as waiving either party's sovereign immunity protections or as increasing the limits of liability set forth in Section 768.28, F.S.; and (2) neither Party indemnifies nor insures the other Party for the other Party's negligence. Each Party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by 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:

GRANTOR:

**STILLWATER COMMUNITY  
DEVELOPMENT DISTRICT**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Print Name and Title

Witness: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by **STILLWATER COMMUNITY DEVELOPMENT DISTRICT**.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

Personally Known or Produced Identification

\_\_\_\_\_  
Type of Identification Produced

DESCRIPTION

PARCEL No. 709

TEMPORARY CONSTRUCTION EASEMENT

A Part Of Stillwater Boulevard, Per Plat Of Stillwater Phase 1A, As Recorded In Map Book 106, Pages 49-63, Of The Public Records Of St. Johns County, Florida, Lying In Section 23, Township 5 South, Range 27 East, St. Johns County Florida, Being More Particularly Described As Follows:

Commence At 4"X 4" Concrete Monument With Metal Plate Stamped "Bassett LB6628", Marking The Northwesterly Corner Of Tract "U", Per Plat Of South Hampton Unit Three, As Recorded In Map Book 44, Pages 7-24, Of The Public Records Of St. Johns County, Florida, Being On The Southerly Existing Right Of Way Line Of County Road No. 210 (A Variable Width Right Of Way, Per St. Johns County Control Survey "County Road No. 210 St. Johns County, Florida", Final Date April 13, 2020 On File In The St. Johns County Surveying And Mapping Department); Thence North 02°12'43" West, A Distance Of 54.26 Feet To The Baseline Of Survey Of Said County Road No. 210 And To A Curve To The Left Having A Radius Of 477.45 Feet; Thence Along Said Baseline Of Survey Of County Road No. 210 And Along The Arc Of Said Curve, Through An Angle Of 16°14'08", An Arc Length Of 135.29 Feet, And A Chord Bearing And Distance Of North 55°34'52" East, 134.84 Feet; Thence North 47°27'48" East, Along Said Baseline Of Survey Of County Road No. 210, A Distance Of 493.38 Feet; Thence North 42°32'12" West, A Distance Of 105.00 Feet To Intersection Of The Easterly Existing Right Of Way Line Of Stillwater Boulevard (A Variable Width Private Right Of Way Per Plat Of Stillwater Phase 1A, As Recorded In Map Book 106, Pages 49-63, Of The Public Records Of St. Johns County, Florida) With The Northerly Existing Right Of Way Line Of Said County Road No. 210 For The Point Of Beginning; Thence South 47°27'48" West, Along Said Northerly Existing Right Of Way Line Of County Road No. 210, A Distance Of 130.02 Feet, To The Intersection With The Westerly Existing Right Of Way Line Of Said Stillwater Boulevard And 'A Curve To The Left Having A Radius Of 25.00 Feet; Thence Along Said Westerly Existing Right Of Way Line Of Stillwater Boulevard And Along The Arc Of Said Curve, Through An Angle Of 88°58'57", An Arc Length Of 38.83 Feet And A Chord Bearing And Distance Of North 02°58'19" East, 35.04 Feet, Thence North 41°31'09" West, A Distance Of 88.26 Feet To A Curve To The Right Having A Radius Of 439.99 Feet; Thence Along Said Westerly Existing Right Of Way Line Of Stillwater Boulevard And Along The Arc Of Said Curve, Through An Angle Of 08°08'28", An Arc Length Of 62.50 Feet And A Chord Bearing And Distance Of North 37°27'00" West, 62.44 Feet; Thence North 47°27'48" East, A Distance Of 81.27 Feet To The Easterly Existing Right Of Way Line Of Said Stillwater Boulevard And To A Curve To The Left, Having A Radius Of 360.00 Feet; Thence Along Said Easterly Existing Right Of Way Line Of Stillwater Boulevard And Along The Arc Of Said Curve, Through An Angle Of 10°11'48", An Arc Length Of 64.07 Feet And A Chord Bearing And Distance Of South 36°25'15" East, 63.98 Feet; Thence South 41°31'09" East, A Distance Of 85.95 Feet To A Curve To The Left Having A Radius Of 25.00 Feet; Thence Along Said Easterly Existing Right Of Way Line Of Stillwater Boulevard And Along The Arc Of Said Curve, Through An Angle Of 91°01'24", And Arc Length Of 39.72 Feet And A Chord Bearing And Distance Of South 87°01'26" East, 35.67 Feet To The Point Of Beginning.

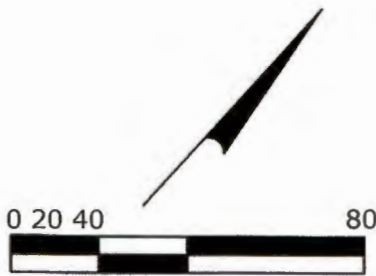
Containing 14,299 Square Feet, More Or Less.

NOT A FIELD SURVEY

LEGAL DESCRIPTION

		SKETCH OF DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT - PARCELS 709,710,711,712, & 713			
		C.R. No. 210		ST. JOHNS COUNTY	
		BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1-904-641-0123	FIELD BOOK: DATABASE No. 15-0523.000
		DRAWN	B.ROBBINS	04/27/2023	
REVISION	BY	DATE	CHECKED	T.DESMOND	05/01/2023

PARCEL 709  
SECTION 23, TOWNSHIP 5 SOUTH, RANGE 27 EAST  
ST. JOHNS COUNTY, FLORIDA

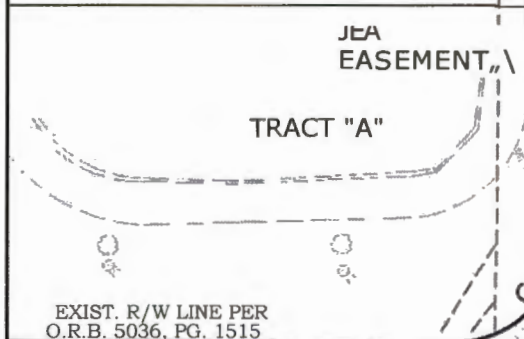


TRACT "J"  
STORMWATER  
MANAGEMENT  
FACILITY

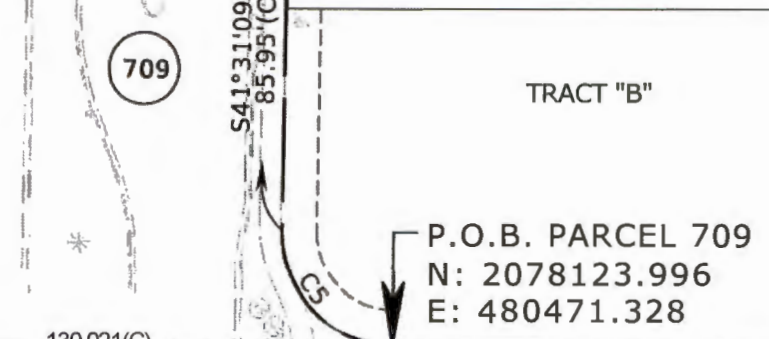
STILLWATER  
PHASE 1A  
M.B. 106, PG. 49-64

8' EASEMENT UTILITY

STILL (STI)  
VARIA



TRACT "A"



TRACT "B"

P.O.B. PARCEL 709  
N: 2078123.996  
E: 480471.328

EXIST. R/W LINE PER  
O.R.B. 5036, PG. 1515

130.021(C)  
p47-7-2-717M

EXIST. R/W LINE PER  
CY.R.B. 5036, PG. 1515

C.R. No. '210  
JOHNS COUNTY

VARIABLE WIDTH R/W)

P.O.T. STA. 234+26.89  
It SURVEY C.R. No. 210  
P.I. STA. 10+00.0'0  
LSURVEY SOUTH-HAMPTON  
CLUB WAY..  
TO P.T. STA, N47°27'48"E  
-438.65(C)



(N1  
FJ  
+ - i z o  
o r o g  
o N O g  
L11 No

2 35

It SURVEY  
DETAIL SHEET  
SEE SHEET 1 FOR  
LEGENDS AND ABBREVIATIONS

NOT A FIELD SURVEY

SEE  
DETAIL  
SHEET

S42°32'12"E

SKETCH OF DESCRIPTION TEMPORARY CONSTRUCTION  
EASEMENT - PARCELS 709, 710, 711, 712, & 713

C.R. No. 210

ST. JOHNS COUNTY

DRAWN		BY		DATE		PREPARED BY:		FIELD BOOK:	
B. ROBBINS		T. DESMOND		04/26/2023		DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1-904-641-0123 LB#2648		DATABASE No. 15-0523.000	
REVISION		BY		DATE		CHECKED		SHEET 3 OF 12	

**SKETCH OF DESCRIPTION  
FOR PARCELS 709,710,711,712,& 713  
SECTION 23, TOWNSHIP 5 SOUTH, RANGE 27 EAST  
ST. JOHNS COUNTY, FLORIDA**

LINE DATA		
LINE	BEARING	DISTANCE
L1	N47°27'48"E	16.02'(C)
L2	S47°27'48"W	10.24'(C)
L3	N47°27'48"E	15.75'(C)
L4	S42°28'49"E	24.00'(C)
L5	N42°28'49"W	24.00'(C)
L6	S47°27'48"W	10.13'(C)
L7	N47°27'48"E	10.01'(C)
L8	S00°28'42"W	20.22'(C)

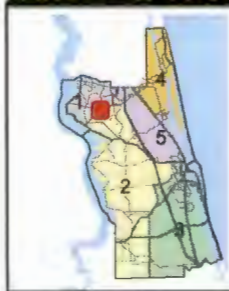
CURVE DATA					
CURVE	A	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	16°14'08"(LT.)	477.45'	135.29'(C)	134.84'(C)	N55°34'52"E'
C2	88°58'57"(LT.)	25.00'	38.83'(C)	35.04'(C)	N02°58'19"E
C3	08°08'18"(RT.)	439.99'	62.50'(C)	62.44'(C)	N37°27'00"W
C4	10°11'48"(LT.)	360.00'	64.07'(C)	63.98'(C)	S36°25'15"E
C5	91°01'24"(LT.)	25.00'	39.72'(C)	35.67'(C)	S87°01'26"E
C6	08°46'20" (RT.)	330.00'	50.52'(C)	50.47'(C)	S34°40'25"E
C7	09°03'08"(LT.)	320.00'	50.56'(C)	50.51'(C)	N34°25'38"W
C8	07°06'16"(RT.)	48.50'	6.01'(C)	6.01'(C)	S46°02'01"E
• C	18°21'53"(RT.)	378.50'	121.32'(C)	120.80'(C)	S33°17'53"E
C10	147°28'47"(RT.)	3.50'	9.01'(C)	6.72'(C)	S49°29'24"W
C11	27°47'50"(RT.)	73.50'	35.66'(C)	35.31'(C)	N43°00'25"W
C12	13°22'05"(LT.)	362.00'	84.46'(C)	84.27'(C)	N35°47'41"W
C13	07°06'19"(LT.)	48.50'	6.01'(C)	6.01'(C)	N38°49'02"W
C14	06°32'56"(RT.)	440.00'	50.29'(C)	50.26'(C)	S36°39'25"E
C15	06°42'11"(LT.)	430.00'	50.31'(C)	50.28'(C)	N36°31'10"W

NOT A FIELD SURVEY

DATA SHEET

			SKETCH OF DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT - PARCELS 709,710,711,712, & 713			
			C R No. 210		ST. JOHNS COUNTY	
			BY	DATE	PREPARED BY:	
					DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32236 1-904-641-0123    LB#2648	
					FIELD BOOK: DATABASE No. 15-0523.000	
DRAWN	B. RUBBINS	04/26/2023				
REVISION	BY	DATE	CHECKED	T. DESMOND	05/01/2023	





2023 Aerial Imagery  
Date: 10/25/2023

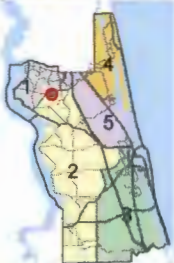
CR210/Greenbriar Road  
Widening Project

Trout Creek CDD  
TCE



Land Management  
Systems  
(904) 209-0796

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.



2023 Aerial Imagery

Date: 10/25/2023

CR210/Greenbriar Road  
Widening Project

Stillwater CDD  
TCE



Land Management  
Systems  
(904) 209-0796

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