

RESOLUTION NO. 2025- 354

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A TEMPORARY GRANT OF EASEMENT FROM TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT TO ST. JOHNS COUNTY FOR INGRESS AND EGRESS AND FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, RECONFIGURING OR RECONSTRUCTING UTILITIES AND ASSOCIATED FACILITIES ALONG TIMBERWOLF TRAIL.

RECITALS

WHEREAS, Trout Creek Community Development District has executed and presented to St. Johns County a temporary Grant of Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the easement grants the County the right of ingress and egress and for the purpose of installing, maintaining, repairing, reconfiguring or reconstructing utilities and associated facilities necessary for the development of the parks located on Timberwolf Trail; and

WHEREAS, it is in the best interest of the County to accept the temporary Grant of Easement for the health, safety and welfare of its citizens.

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 in the body of this Resolution and such Recitals are adopted as finding of fact.

Section 2. The Board of County Commissioners hereby accepts the temporary Grant of Easement for the purposes mentioned above.

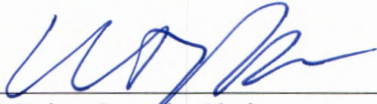
Section 3. The Clerk is instructed to record the original temporary Grant of Easement in the public records of St. Johns County, Florida.

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 7th day of October, 2025.

Rendition Date OCT 08 2025

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

By: 
Krista Joseph, Chair

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

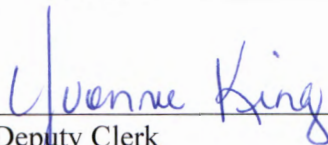
By: 
Deputy Clerk



Exhibit "A" to the Resolution

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084
Parcel Id No.: 0100250000

GRANT OF EASEMENT

THIS INDENTURE, made this 20th day of August, 2025, between **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes, whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, hereinafter called **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, hereinafter called **GRANTEE**.

WITNESSETH: That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them, in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and released to the Grantee and Grantee's contractors, a non-exclusive, temporary easement for the sole purpose of ingress and egress to and installing, maintaining, repairing, refiguring or reconstructing utilities and associated facilities necessary for the development of neighborhood parks on, along, over, through, across, or under the following described land ("Easement Area") situated in St. Johns County, Florida to wit:

That certain right-of-way known as Timberwolf Trail, being part of Shearwater Phase 3G, according to plat thereof recorded in Map Book 125, pages 37 through 62, of the public records of St. Johns County, Florida.

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.

In the event that Grantee or any party acting under Grantee's express authority causes any damage to the Easement Area or to the adjacent property or improvements in the exercise of the easement rights granted herein, Grantee or Grantee's contractor(s) shall, at its cost and expense, without any right of reimbursement from Grantor unless Grantor obtains payment from an insurance policy or bond held, maintained, or posted by Grantee or Grantee's contractor(s) to explicitly repair the damage, be responsible to promptly repair and restore the damage it caused, to Grantor's reasonable satisfaction, as soon as reasonably practicable commencing and diligently pursuing to completion the restoration of the same to as nearly as practical to the condition and grade on the date of said damage, including, but only if part of said damage, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, and pumps.

Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies rated A- or better by A.M. Best and authorized to do business in the State of Florida, and Grantee shall provide Grantor with certificates of insurance evidencing such coverage prior to any entry upon the Easement Area, naming Grantor, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

Nothing herein shall be construed as a waiver of Grantor's or Grantee's sovereign immunity or limitations of liability under Section 768.28, *Florida Statutes*, or other law. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

The Easement shall terminate automatically upon the earlier to occur of: (1) completion of the Grantee's development of the neighborhood parks in the Trout Creek Community Development District; or (2) two years after the date recorded in the public records.

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

Signed and Sealed
in Our Presence:

GRANTOR
Trout Creek Community Development District, a local
unit of special purpose government

(sign) [Signature]
(print) Melissa Dobbins
2806 N. 5th Street
St. Augustine, FL 32084

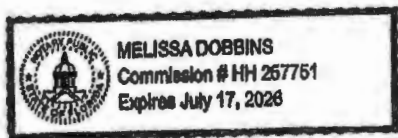
By: [Signature]
Its: Chairman

(sign) [Signature]
(print) [Signature]
2806 N. 5th Street
St. Augustine, FL 32084
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of August, 2025, by Clint Wingard as Chairman of Trout Creek Community Development District, a local unit of special purpose government.

[Signature]
Notary Public
My Commission Expires: 7/17/26

Personally Known or Produced Identification
Type of Identification Produced





Subject Property

Timberwolf Trail

County Road 16A



Imagery Date: 12/2024

Date: 9/5/2025

**Timberwolf Trail
Temporary Grant of Easement**



Land Management
Systems
Real Estate Division
(904) 209-0790

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.