

RESOLUTION NO. 2025- 487

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FROM ELM CREEK HOMEOWNERS ASSOCIATION, INC. FOR A WATER PIPE TO BE LOCATED BETWEEN STATE ROAD 16 AND COURTNEY VISTA DRIVE.

RECITALS

WHEREAS, Elm Creek Homeowners Association, Inc. has executed and presented to St. Johns County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for a water pipe located between State Road 16 and Courtney Vista Drive; and

WHEREAS, it is in the best interest of the County to accept this 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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approve the terms and conditions of the Easement for Utilities and authorize the County Administrator, or designee, to execute the Easement on behalf of the County.

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 Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 16th day of December, 2025.

Rendition Date DEC 18 2025

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

BY: Clay Murphy
Clay Murphy, Chair

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

Robert L. Platt
Deputy Clerk

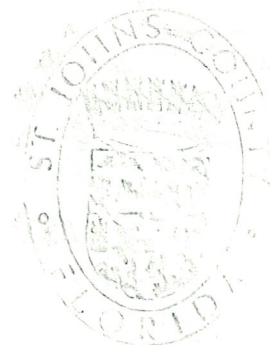


EXHIBIT "A" TO RESOLUTION

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 2025 by **ELM CREEK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is c/o Sovereign & Jacobs Property Management Companies, LLC, 120 Sea Grove Main Street, St. Augustine, Florida 32080, 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 water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility services (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 water 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.

(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 water, sewer and/or 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. WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements 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, and 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. Notwithstanding, Grantee's obligations are limited as set forth in Section 768.28, Florida Statutes, and nothing in this Easement shall be construed to extend the liabilities of Grantee beyond that provided in Section 768.28, Florida Statutes or be deemed as a waiver of Grantee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes. 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.

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

6. 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 company seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

**ELM CREEK HOMEOWNERS
ASSOCIATION, INC.**

Debby Bisogna
Witness Signature

By: [Signature]

Debby Bisogna
Print Name

Print Name: Glenn Nergard

Title: President

121 A Rio Del mar Street
St. Augustine, FL 32080
Witness Address **REQUIRED BUSINESS OR PERSONAL**

Eileen A. Pelaggi
Witness Signature

Eileen A. Pelaggi
Print Name

120 Grove Street
St. Augustine Fl 32080
Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF FLORIDA
COUNTY OF St. John's

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of November, 2025, by Glenn Nergard, who is President of Elm Creek Homeowners Association, Inc. Such person is personally known to me or has produced FLA. Drivers Lic as identification.

Maureen Arias
Notary Public
My Commission Expires: 8/18/2026

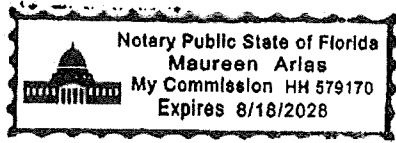


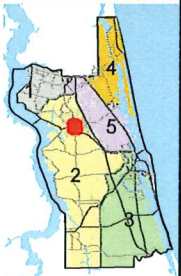
EXHIBIT "A"

EASEMENT AREA

The east 20 feet of Tract "J" as shown in the Plat of Silverleaf 29B-1 recorded at Map Book 109, Page 69, of the public records of St. Johns County, Florida.



20 ft Easement Area



2024 Aerial Imagery
Date: 11/18/2025

Easement for Utilities
Elm Creek Homeowners
Association, Inc.



Land Management
Systems
(904) 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 herein.