

RESOLUTION NO. 2026- 249

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES PROVIDED BY MARY B. LONG TIMBER TRUST OFF INDUSTRY CENTER ROAD.

RECITALS

WHEREAS, the Mary B. Long Timber Trust has executed and presented to the County an Easement for Utilities, attached hereto as **Exhibit "A"**, incorporated by reference and made a part hereof, for installation of a reclaimed water transmission force main to be located off Industry Center Road, south of the State Road 16 Water Reclamation Facility; and

WHEREAS, this property is ideally located to allow for an easement to redirect the reclaimed water from the State Road 16 Water Reclamation Facility to the Northwest service area to avoid constructing a new transmission main along the State Road 16 congested utility corridor; and

WHEREAS, this new transmission main will provide regional water quantity and water quality benefits by offsetting groundwater demands that would be used for irrigation purposes and greatly reduce the surface water discharge from the State Road 16 Facility to Cowen Swamp, a tributary of Moultrie Creek and the Matanzas River; and

WHEREAS, the Easement for Utilities also provides St. Johns County the ability to install, construct, operate, maintain, repair, replace and/or remove pipes and mains constituting an underground water distribution system, gravity sewer collection system or sewer force main at this location if needed in the future; and

WHEREAS, it is in the best interest of the County to accept the Easement for Utilities 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 Easement for Utilities, attached and incorporated hereto, is hereby 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 Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 4th day of August, 2026.

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

Rendition Date AUG 04 2026

BY: Clay Murphy
Clay Murphy, Chair

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

Crystal Smith
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 _____, 2026 by **J. RUSSELL COLLINS, as TRUSTEE OF THE MARY B. LONG TIMBER TRUST, DATED FEBRUARY 5, 2022**, with an address of 2495 U.S. Highway 1 South, St. Augustine, FL 32086 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, gravity sewer collection system, sewer force mains, reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, sewer, and/or reuse 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, sewer and/or reuse 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. The underground Utility Lines and Associated Equipment will be installed at a depth and in such a manner that permits heavy trucks, including logging trucks, and bulldozers to cross the easement without damage to the underground utilities. Grantee expressly exculpates Grantor from any liability for damage caused by surface vehicles and equipment. Grantee shall be responsible for periodic mowing of the Easement Area. Without the written consent of the other, neither Grantor nor Grantee shall plant anything (other than grass, hay or similar ground covers) in the Easement Area.

(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 if Grantor is unable to provide a development plan. 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) If the Grantor develops the property in the future, and if the proposed underground water, sewer, and/or drainage utility lines for the new development conflicts with Grantee's Utility Lines and Associated Equipment located within the easement area, Grantee, at Grantee's sole cost and expense, will relocate the existing Utility Lines and Associated Equipment to avoid the conflict. To avoid delays, Grantee may reimburse the Grantor the reasonable cost to relocate the Utility Lines and Associated Equipment during the development of Grantor's property.

(e) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of agricultural, residential, commercial or other non-agricultural improvements constructed upon the adjacent property owned by Grantor.

2. (a) 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.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse 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. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES COMMENCE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

Signed, sealed and delivered
In the presence of:

**J. RUSSELL COLLINS, as TRUSTEE
OF THE MARY B. LONG TIMBER
TRUST dated February 5, 2022**

Benjamin Jackoby
Witness Signature

By: *[Signature]*
J. Russell Collins, Trustee

BENJAMIN JACKOBY
Print Name

100 Southpark Blvd., Suite 100

Saint Augustine, Florida 32086-5171
Witness Address **REQUIRED BUSINESS OR PERSONAL**

[Signature]
Witness Signature

Contessa N. Pulsfus
Print Name

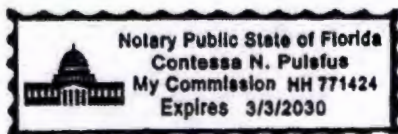
100 Southpark Blvd., Suite 100

Saint Augustine, Florida 32086-5171
Witness Address **REQUIRED BUSINESS OR PERSONAL**

**STATE OF FLORIDA
COUNTY OF SAINT JOHNS**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of June, 2026, by J. Russell Collins, as Trustee of the Mary B. Long Timber Trust dated February 5, 2022, who is ☒ personally known to me or ☐ has produced _____ as identification.

(Notary Seal)



[Signature]
Notary Public: Contessa N. Pulsfus
My Commission Expires: 3/3/2031

EXHIBIT "A"

EASEMENT AREA

35 FOOT UTILITY EASEMENT

A PORTION OF SECTION 16, TOWNSHIP 07 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5497, PAGE 1424 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE EASTERLY LINE OF A 35.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 6144, PAGE 719 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°29'24" EAST ALONG THE WESTERLY LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 AND THE EASTERLY LINE OF SAID UTILITY EASEMENT A DISTANCE OF 215.39 FEET; THENCE DEPARTING WESTERLY LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 RUN NORTH 68°18'15" EAST ALONG THE SOUTHEASTERLY LINE OF SAID UTILITY EASEMENT A DISTANCE OF 37.80 FEET; THENCE DEPARTING THE SOUTHEASTERLY LINE OF SAID UTILITY EASEMENT RUN SOUTH 00°29'24" WEST A DISTANCE OF 229.86 FEET TO A POINT LYING ON THE SOUTH LINE OF THE AFORESAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE NORTH 89°11'57" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

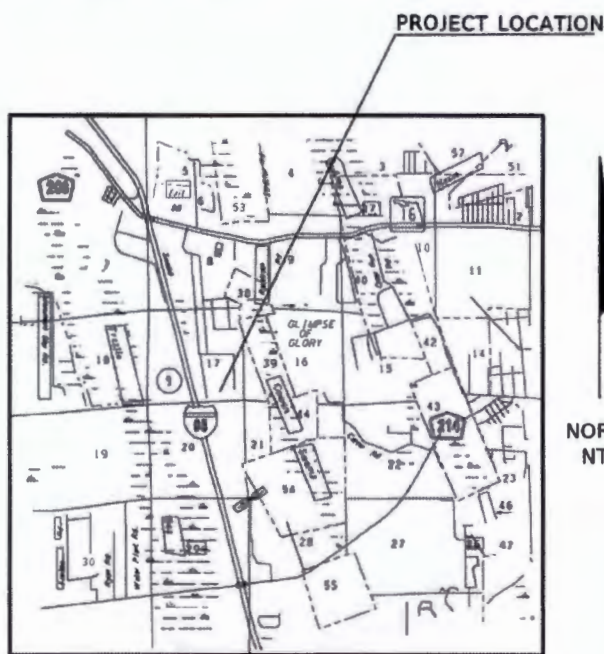
CONTAINING 7,792 SQUARE FEET, MORE OR LESS.

SKETCH OF DESCRIPTION FOR UTILITY EASEMENT

SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 EAST

GENERAL NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH OF DESCRIPTION WAS PREPARED TO GRAPHICALLY ILLUSTRATE THE PORTION OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 5497, PAGE 1424, WHICH CONTAINS THE PROPOSED EASEMENT PARCEL AS DESCRIBED AND GRAPHICALLY DEPICTED HEREON.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK (FPRN), UTILIZING A COMBINATION OF STATIC AND REAL-TIME KINEMATIC (RTK) METHODS, DERIVING A BEARING OF N 87°43'39" E ALONG THE SOUTH LINE OF BLOCK 2, PHASE TWO OF OLDE TYME ACRES, AS RECORDED IN MAP BOOK 22, PAGES 17-19, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
4. NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER
5. ALL RECORD PLATS, OFFICIAL RECORD BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
6. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM..



(VICINITY MAP)
NOT TO SCALE

LEGEND & ABBREVIATIONS

AVE	= AVENUE	NTS	= NOT TO SCALE
(C)	= CALCULATED	ORB	= OFFICIAL RECORD BOOK
CB	= CHORD BEARING	(P)	= DATA SHOWN IN, OR DERIVED FROM PLAT
CH	= CHORD LENGTH	PC	= POINT OF CURVATURE
CL	= CENTERLINE	PG	= PAGE
CMON	= CONCRETE MONUMENT	PI	= POINT OF INTERSECTION
COR	= CORNER	PL	= PROPERTY LINE
CR	= COUNTY ROAD	POB	= POINT OF BEGINNING
(D)	= DATA SHOWN IN, OR DERIVED FROM DEED	POC	= POINT OF COMMENCEMENT
Δ	= DELTA	PT	= POINT OF TANGENCY
EXT.	= EXTENSION	R	= RADIUS
FND	= FOUND	R/W	= RIGHT OF WAY
(F)	= FIELD	SR	= STATE ROAD
GOV	= GOVERNMENT	STA	= STATION
ID	= IDENTIFICATION	TCE	= TEMPORARY CONSTRUCTION EASEMENT
IRC	= IRON ROD AND CAP	W/	= WITH
L	= LENGTH OF CURVE	⊙	= POLE
LB	= LICENSED BUSINESS	⊙	= GUY ANCHOR
MB	= MAP BOOK	⊙	= WIRE PULL BOX
NLD	= NAIL AND DISK	⊙	= BARBED WIRE FENCE
NO.	= NUMBER		

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ATTACHED SKETCH AND DESCRIPTION AS SHOWN HEREIN IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RYAN A. LEATH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO.7485

DATE



ST. JOHNS COUNTY

PREPARED BY:



MKIM & CREED

123 NORTH INDUSTRIAL BLVD. SUITE D
ORANGE CITY, FLORIDA 32763
386-873-4517 LB7917

SKETCH OF DESCRIPTION

ST. JOHNS COUNTY
PROJECT NO. 1422

	BY	DATE
DRAWN	Y.FUENTES	04/22/26
CHECKED	R.LEATH	04/23/26

PURPOSE - UTILITY EASEMENT

SR 16 TO I-95 RWM REPLACEMENT

SHEET 1 OF 3

REVISION

BY

DATE

SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 EAST

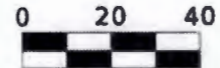
BEAVER CREEK
CROSSING UNIT 2
MP 46, PG 8

22

WILLIAM SYLVESTER FEENEY
& WILDA CATAMCO FEENEY
TAX ID #0886210220
ORB 5104 PG 1165

35' UTILITY
EASEMENT
OR 6144,
PG 719

N 68°18'15" E
37.80'(C)



Scale: 1" = 40'

MARY B LONG TIMBER TRUST
TAX ID #095450000
ORB 5497 PG 1424

MARY B LONG TIMBER TRUST
TAX ID #095470000
ORB 5497 PG 1424

35' UTILITY EASEMENT
OR 6144, PG 719

215.39'(C)

229.86'(C)

EASEMENT
AREA = 7792 SQUARE FEET±
(0.179 ACRES±)

PROPOSED
35' UTILITY
EASEMENT

N 00°29'24" E

S 00°29'24" W

POB
FND 4"x4" CM
NO ID
SOUTHWEST COR
NORTHWEST 1/4
NORTHEAST 1/4

N 89°11'57" W
35.00'(C)

ISLAND INVESTMENTS OF
ST. AUGUSTINE
TAX ID #095460000
ORB 4435 PG 108

FOR CERTIFICATION SEE SHEET 1



ST. JOHNS COUNTY

PREPARED BY:



MKIM & CREED

123 NORTH INDUSTRIAL BLVD, SUITE D
ORANGE CITY, FLORIDA 32763
386-873-4517 LB7917

SKETCH OF DESCRIPTION

ST. JOHNS COUNTY
PROJECT NO. 1422

BY DATE

PURPOSE - UTILITY EASEMENT

DRAWN Y.FUENTES 04/22/26

SR 16 TO I-95 RWM REPLACEMENT

REVISION

BY

DATE

CHECKED

R.LEATH 04/23/26

SHEET 2 OF 3

SKETCH OF DESCRIPTION FOR UTILITY EASEMENT

SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 EAST

LEGAL DESCRIPTION

UTILITY EASEMENT

A PORTION OF SECTION 16, TOWNSHIP 07 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5497, PAGE 1424 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 7792 SQUARE FEET, MORE OR LESS.

			ST. JOHNS COUNTY		PREPARED BY: MKIM & CREED 123 NORTH INDUSTRIAL BLVD. SUITE D ORANGE CITY, FLORIDA 32763 386-873-4517 LB7917				
			SKETCH OF DESCRIPTION				ST. JOHNS COUNTY PROJECT NO. 1422		
			BY		DATE		PURPOSE - UTILITY EASEMENT		
			DRAWN	Y.FUENTES	04/22/26				
			CHECKED	R.LEATH	04/23/26	SR 16 TO I-95 RWM REPLACEMENT		SHEET 3 OF 3	
REVISION	BY	DATE							



2024 Aerial Imagery

Date: 6/17/2026

Easement for Utilities Industry Center Road



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.