

RESOLUTION NO. 2026-74

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A CORRECTIVE EASEMENT FOR UTILITIES ASSOCIATED WITH THE WATER, GRAVITY SEWER, AND REUSE SYSTEMS TO SERVE HOLLY LANDING, SILVERLEAF PARCEL 6 LOCATED OFF SILVERLAKE DRIVE.

RECITALS

WHEREAS, Johns Island Homeowners Association, Inc., a Florida not-for-profit company has executed and presented to the County a Corrective Easement for Utilities attached hereto in Exhibit "A", incorporated by reference and made part hereof; and

WHEREAS, the Corrective Easement for Utilities was executed to correct the sewer description from "Force Sewer Main" to "Gravity Sewer System" to reflect the proper equipment within the easement.

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

PASSED AND ADOPTED by the Board of County Commissioners this 24th day of March, 2026.

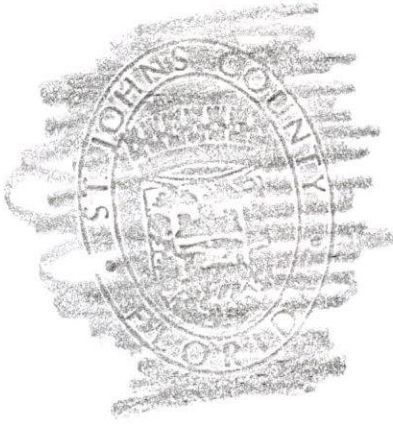
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Rendition Date MAR 24 2026

By: Clay Murphy
Clay Murphy, Chair

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

Brandon J. Patty
Deputy Clerk



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

CORRECTIVE EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 6th day of February 2026 by **JOHNS ISLAND HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 112 N. Ponce de Leon Boulevard, Unit C, St. Augustine, Florida 32084 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 and reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, sewer and 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 reuse utility services only and does not convey any right to install other utilities such as cable television service lines.

This Corrective Easement for Utilities corrects and replaces that certain Easement for Utilities recorded in Official Records Book 5820, page 1107, 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.

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 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. (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) **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. Grantee hereby preserves all rights, privileges and immunities of the Grantee as set forth in 768.28, Florida Statutes.

(c) **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, but Grantee shall not 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 768.28 Florida Statutes, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence. 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.

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

5. 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, 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:

Johns Island Homeowners Association, Inc.
A not-for-profit Corporation

James H. Chauncey
Witness Signature

By: *[Signature]*

Tamir G. Chauncey
Print Name

Print Name: Trevor Hutson

Title: President

50 Silver Forest Dr #200
St. Augustine, FL 32092
Witness Address **REQUIRED BUSINESS OR PERSONAL**

Kimberly S. Bryan
Witness Signature

Kimberly S. Bryan
Print Name

50 Silver Forest Dr. #200
St. Augustine, FL 32092
Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 6 day of February, 2026, by Trevor Hutson, who is President of Johns Island Homeowners Association, Inc., a Florida not-for profit corporation. Such person is personally known to me or has produced _____ as identification.

Kimberly S. Bryan
Notary Public
My Commission Expires: 1-29-30

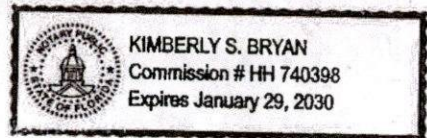


EXHIBIT "A"

EASEMENT AREA

Being those private rights of ways depicted as Stone Castle Way, Holly Landing Way, Holly Ridge Way along with Tract E and the utility easement within Tracts G, H, and I, as recorded per the Holly Landing – Silverleaf Parcel 6 Plat being Map Book 115, Pages 44 through 50 as recorded in the Public Records of St. Johns County, Florida.



Subject Property



Imagery Date: 12/2024

Date: 2/5/2026

**Holly Landing
Silverleaf Parcel 6**

**Corrective Easement
for Utilities**



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 hereon.

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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. - Thirteen Days Prior to BCC Meeting

3/24/2026

BCC MEETING DATE

TO: Joy Andrews, County Administrator

DATE: February 9, 2026

FROM: Corey Bowens, Director, Land Management Systems

PHONE: 904 209-0776

SUBJECT OR TITLE: Resolution accepting a Corrective Easement for Utilities associated with the water, sewer and reuse systems to serve Holly Landing, Silverleaf Parcel 6 located off Silverlake Drive.

AGENDA TYPE: Consent Agenda, Resolution

BACKGROUND INFORMATION:

Johns Island Homeowners Association, Inc., a Florida not-for-profit company, has executed and presented a Corrective Easement for Utilities. The Corrective Easement for Utilities was executed to correct the sewer description from "Force Sewer Main" to "Gravity Sewer System" to reflect the proper equipment within the easement.

1. IS FUNDING REQUIRED? No

2. IF YES, INDICATE IF BUDGETED. No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-74, accepting a Corrective Easement for Utilities associated with the water, sewer, and reuse systems to serve Holly Landing, Silverleaf Parcel 6, located off Silverlake Drive.

For Administration Use Only:

Legal: Lex Taylor 2/24/2026

OMB: CR 2/24/2026

Admin: JDD 3/6/2026