

RESOLUTION NO. 2025- 144

**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 AND APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO JOIN IN THE EXECUTION OF A GRANT OF ACCESS EASEMENT AGREEMENT FOR USE OF 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**, the property owner has requested St. Johns County execute a perpetual Grant of Access Easement Agreement, attached hereto as **Exhibit "B"**, incorporated by reference and made a part hereof, providing a non-exclusive, limited access, ingress and egress easement over Industry Center Road to be used by the Benefitted Properties solely for fire mitigation and agricultural purposes; and

**WHEREAS**, both Parties agree that no improvements need to be made to Industry Center Road and the gate located at the southern extension of Industry Center Road shall remain closed and locked at all times except during use by the County or the Benefitted Properties; and

**WHEREAS**, it is in the best interest of the County to accept the Easement for Utilities and join in the execution of the Grant of Access Easement Agreement 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. The Board of County Commissioners hereby approve the terms and conditions of the Grant of Access Easement Agreement, attached and incorporated hereto, and authorize the County Administrator, or designee, to execute the Agreement on behalf of the County.


Section 4. 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 5. The Clerk of the Court is instructed to record the original Easement for Utilities and Grant of Access Easement Agreement in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 6th day of may, 2025.

**Rendition Date** MAY 07 2025

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

BY:   
Krista Joseph, Chair

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

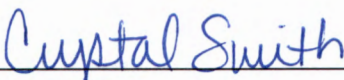
  
Deputy Clerk



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 **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 and Exhibit B** 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 Jacks  
Witness Signature

By: [Signature]  
J. Russell Collins, Trustee

Benjamin Jacks  
Print Name

100 Southpark Blvd., Suite 100  
Saint Augustine, Florida 32086-5171  
Witness Address REQUIRED BUSINESS OR PERSONAL

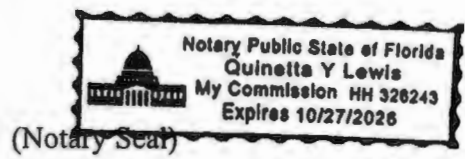
Billie Farris  
Witness Signature

Billie Farris  
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 2nd day of April, 2025, 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.



Guinetta Y Lewis  
Notary Public: Guinetta Y Lewis  
My Commission Expires: 10/27/2026

**EXHIBIT "A"**

**EASEMENT AREA**

**35 FOOT UTILITY EASEMENT**

A UTILITY EASEMENT SITUATED IN SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF BEAVER CREEK CROSSING, UNIT 2, AS RECORDED IN MAP BOOK 46, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 21°56'52" WEST, ALONG THE EASTERLY LINE OF SAID BEAVER CREEK CROSSING, UNIT 2, 41.59 FEET TO THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5497, PAGE(S) 1424 OF SAID PUBLIC RECORDS; THENCE NORTH 00°30'44" EAST, ALONG JUST MENTIONED LANDS, 1022.04 FEET TO THE NORTHERLY LINE OF SAID SECTION 16; THENCE SOUTH 89°13'05" EAST, ALONG SAID NORTH LINE OF SECTION 16, 443.86 FEET, TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF A 60 WIDE STRIP OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 751, PAGE 1857, SAID PUBLIC RECORDS; THENCE SOUTH 00°01'00" WEST, 35.00 FEET; THENCE NORTH 89°13'05" WEST, 409.16 FEET; THENCE SOUTH 00°30'44" WEST, 979.93 FEET; THENCE SOUTH 21°56'52" EAST, 69.71 FEET; THENCE SOUTH 68°09'34" WEST, 66.63 FEET, TO THE AFOREMENTIONED WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5497, PAGE(S) 1424; THENCE SOUTH 00°30'44" WEST, ALONG THE WEST LINES OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5497, PAGE 1424, AND OFFICIAL RECORDS BOOK 4435, PAGE 108, OF SAID PUBLIC RECORDS, 1228.30 FEET; THENCE SOUTH 87°11'00" WEST, DEPARTING JUST MENTIONED LINE 836.48 FEET, TO A POINT ON THE EAST LINE OF SECTION 39, TOWNSHIP 7 SOUTH, RANGE 29 EAST; THENCE NORTH 18°09'41" WEST, ALONG JUST MENTIONED LINE 36.29 FEET; THENCE NORTH 87°11'00" EAST 813.04 FEET; THENCE NORTH 00°30'44" EAST ALONG A LINE THAT IS 35 FEET FROM AND PARALLEL TO PREVIOUSLY MENTIONED WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5497, PAGE 1424, AND OFFICIAL RECORDS BOOK 4435, PAGE 108, OF SAID PUBLIC RECORDS, 1218.72 FEET, TO THE SOUTH LINE OF AFOREMENTIONED BEAVER CREEK CROSSING, UNIT 2; THENCE NORTH 68°09'44" EAST ALONG JUST MENTIONED SOUTH LINE 55.03 FEET TO THE POINT OF BEGINNING.

THE LAND JUST DESCRIBED CONTAINS 2.89, ACRES MORE OR LESS.



**EXHIBIT "B"**

**EASEMENT AREA**

**35 FOOT UTILITY EASEMENT**

A UTILITY EASEMENT SITUATED IN SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF BEAVER CREEK CROSSING, UNIT 2, AS RECORDED IN MAP BOOK 46, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 68°09'44" WEST, ALONG THE SOUTHERLY LINE OF SAID BEAVER CREEK CROSSING, UNIT 2, 17.18 FEET TO THE WEST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5497, PAGE(S) 1424, OFFICIAL RECORDS BOOK 4435, PAGE(S) 108, AND OFFICIAL RECORDS BOOK 3160, PAGE(S) 1792, ALL OF SAID PUBLIC RECORDS; THENCE SOUTH 0°30'44" WEST ALONG SAID WEST LINE 1266.14 FEET, TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 0°30'44" WEST ALONG JUST MENTIONED WEST LINE 2516.33 FEET TO THE SOUTHEAST CORNER OF SECTION 39, TOWNSHIP 7 SOUTH, RANGE 29 EAST; THENCE NORTH 18°09'41" WEST, ALONG EAST LINE OF JUST MENTIONED SECTION 39, 109.31 FEET, TO A POINT THAT IS 35 FEET FROM (WHEN MEASURED AT RIGHT ANGLES) THE AFOREMENTIONED WEST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5497, PAGE(S) 1424, OFFICIAL RECORDS BOOK 4435, PAGE(S) 108 AND OFFICIAL RECORDS BOOK 3160, PAGE(S) 1792; THENCE NORTH 0°30'44" EAST ALONG A LINE THAT IS PARALLEL TO AND 35.00 FEET FROM JUST MENTIONED WEST LINE 2410.73 FEET; THENCE NORTH 87°11'00" EAST 35.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 1.98 ACRES MORE OR LESS



EXHIBIT "B" TO RESOLUTION

Prepared By:  
St. Johns County  
Real Estate Department  
500 San Sebastian View  
St. Augustine, FL 32084

**GRANT OF ACCESS EASEMENT AGREEMENT**

**THIS ACCESS EASEMENT AGREEMENT** (“Access Easement”) is executed and given this \_\_\_\_ day of \_\_\_\_\_, 2025, by **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 “Grantor” or “County”, and **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, and **ISLAND INVESTMENTS OF SAINT AUGUSTINE, INC.**, a Florida corporation, with an address of 765 County Road 13 South, St. Augustine, FL 32092, hereinafter called “Grantees.”

**RECITALS**

**WHEREAS**, Grantor is the fee simple owner of certain real property located in St. Johns County, Florida, more particularly described on **Exhibit “A”** attached hereto and by reference incorporated herein (the “County Property”); and

**WHEREAS**, the County Property is improved, in part, with a two-lane road (“Industry Center Road”) and the Southern extension is secured with a locked gate and is not open to the public; and

**WHEREAS**, Grantees are the fee simple owner of certain real property located in St. Johns County, Florida, more particularly described on **Exhibit “B”** attached hereto and by reference incorporated herein (collectively, the “Benefitted Property”); and

**WHEREAS**, Industry Center Road currently ends prior to the connection to the Benefitted Property and the County has no plan to extend or improve Industry Center Road; and

**WHEREAS**, Grantees and their respective trustees, beneficiaries, officers, directors, employees, contractors, consultants, representatives, and other professionals are permitted to use the existing gate located on Grantor’s land to access the Benefitted Property for fire mitigation purposes by Permissive Use Agreement; and

**WHEREAS**, Grantees seek a non-exclusive access easement to enter upon and use the existing access road located on County Property as a point of access, ingress and egress to and from Benefitted Property owned by Grantees for Agricultural Uses (as hereinafter defined); and

**WHEREAS**, the Benefitted Property currently has Open Rural Zoning and within Residential Land Use and St. Johns County’s Comprehensive Plan section A.1.11.1(m), Open Rural Zoning allows “Agriculture uses, and agricultural support services and facilities may be

appropriate when not incompatible with surrounding residential uses in Residential Land Use zoning;” and

**WHEREAS**, for the purposes of this easement the Grantor and Grantee (collectively the “Parties”) define “Agricultural Uses” as uses related to the production, keeping, or maintenance, whether for sale or personal use, of plants and animals for food, forage, fiber, or ornamental purposes as such the allowable Agricultural Uses under this easement are silviculture, horticulture, wholesale nursery (retail sales, customer pickups, and public access shall be strictly prohibited it being intended that plant distribution shall occur offsite only), aquaculture, crop production, pasture lands, livestock, horses, ponies and other animals, bee keeping, orchards, structures and facilities necessary to agricultural production activities (including barns, sties, pens, corrals, stables, greenhouses, milking parlors and dairies, feedlots, silos, and other substantially similar facilities and structures), a residence for the farm owner, operator, or caretaker, wildlife preserves and **excludes the following uses:** general stores and feed stores, plant nurseries, retail nurseries, wastewater land application disposal, farm worker housing, riding academies, hunting camps, game preserves, cemeteries and mausoleums, veterinary offices and animal hospitals with outdoor boarding, kennels and other animal boarding facilities, dog and domestic animal parks, rural home industry, rural industry, agricultural manufacturing, bed and breakfast establishments, primitive campgrounds, retreats, private clubs, dude ranch, outdoor events, outdoor arenas and outdoor firing ranges, and aircraft landing fields; and

**WHEREAS**, both the Parties agree that no improvements need to be made to Industry Center Road and that this easement shall not allow for any more intense use of the easement than described herein and limited to the benefit of the Benefitted Properties described in **Exhibit “B”**; and

**WHEREAS**, Grantor has agreed to grant a limited access, ingress and egress easement over the access road for the County Property in favor of the Grantees on the terms and conditions more fully set forth herein.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Incorporation of Recitals.** The foregoing recitals are true and correct and hereby incorporated herein for all purposes.
- 2. Easement.** Subject to the terms and conditions contained herein, Grantor hereby grants, conveys and transfers to Grantees, and their respective trustees, beneficiaries, officers, directors, employees, contractors, consultants, representatives, and other professionals, a non-exclusive perpetual easement for vehicular and pedestrian access, ingress and egress over, on, about and across the access road for the County Property, more particularly depicted on **Exhibit “C”** (the “Access Easement”), attached hereto and by reference incorporated herein, for benefit of the Benefitted Property for the sole purpose of access, ingress and egress to and from the Benefitted Property for Agricultural Uses as described and restricted in the recitals

above and for performing mitigative mowing in order to reduce and minimize the ladder fuels and understory fuel loads to help ensure the area is not a wildfire hazard. This grant of Access Easement shall not permit or allow the storage of any equipment or material on the County Property. This Access Easement shall not effectively open the access road to the public or be eligible for access for the issuance of a development permit, except for those uses contemplated by this Access Easement.

- 3. Structures and Gates.** The Grantee acknowledges and agrees that Grantor may control the access granted under this Access Easement by a locked gate and such other measures reasonably necessary to prevent unauthorized vehicle access. Grantee shall provide a means to at all times restrict any use of the Access Easement other than to perform agricultural purposes at Grantee's sole cost and expense. The party constructing any locked gate will ensure that the other party has a key or access code to the gate. Both Parties agree that such gates will be closed and locked at all times except when authorized use of the access road by Grantor, Grantee or their respective permittees requires that it be open. The Parties will use reasonable efforts to prevent unauthorized vehicle traffic behind any gate.
- 4. Condition of the Access Easement.** Grantees understand and agree to accept use of the Access Easement in "as-is" condition.
- 5. Modifications or Improvements.** Grantees shall obtain written approval from Grantor prior to commencing any modifications or improvements on or to the Access Easement, including but not limited to culverted crossings, under brushing, or other modifications or improvements that may be necessary or convenient for Grantees' use of the Access Easement. Grantees shall be solely responsible for the cost and expense of constructing, installing, maintaining, operating, and removing any such modifications or improvements.
- 6. Relocation of the Access Easement.** The Access Easement granted by this instrument may be relocated by the Grantor to an alternate location on the County Property acceptable to Grantees at any time upon Grantor's request, provided that Grantor shall bear the cost of relocating any improvements located within the Access Easement.
- 7. Permits, Licenses and Approvals.** If improvements or modifications are made for ingress and egress over and across an existing road on the County Property described on **Exhibit "A"**, Grantees shall secure any and all required permits, licenses, or approvals for these modifications or improvements.
- 8. Liability.** Each party to this Access Easement agrees to be responsible for its acts of negligence, or its agents' acts of negligence, and agrees to be liable for any damage resulting from said negligence, and unless expressly set forth in this Access Easement, neither party assumes any liability for the acts of the other party hereunder. Nothing contained in this provision is intended to nor shall be construed to operate as a waiver on the part of the Grantor of the limitations of liability set forth in section 768.28, Florida Statutes, or of the Grantor's sovereign immunity.

**9. Indemnification.** Grantees will indemnify, defend and hold harmless Grantor, its officers, employees, contractors, subcontractors, guests, invitees, volunteers and agents, against any and all claims, lawsuits, or liability for loss or expense or suits (including attorney's fees and costs) for injury, death, or damage to persons or property (including Grantees' property), caused by or arising from use of the Access Easement by Grantees, their respective trustees, beneficiaries, officers, directors, consultants, representatives, employees, members, guests, invitees, agents, contractors, and/or other professionals ("Indemnification"). Grantees acknowledge and agree that this provision regarding Indemnification survives early termination by either party or expiration of this Access Easement. It is agreed by the Parties hereto that specific consideration has been received by the Grantees under this Access Easement for this hold Indemnification.

**10. Insurance.** Prior to its use of the Access Easement, Grantees shall secure and maintain for the duration of this Access Easement comprehensive general liability insurance, to include property damage and bodily injury with minimum policy coverage of \$1,000,000. As applicable, Grantees shall further secure and maintain for the duration of this Access Easement, workers' compensation insurance, in an amount no less than is required by applicable Florida Law. Grantor shall be named as an additional insured on all comprehensive general coverage. Proof of such insurance shall be provided to the St. Johns County Land Management Department prior to Grantees' use of the Access Easement.

**11. Hazards.** Grantees hereby acknowledge and understand that, in the event that Grantees' use of the Access Easement creates a public safety hazard or security risk, as determined in Grantor's sole discretion, Grantees, at Grantees' sole cost and expense, shall be required to take all necessary actions to remedy such hazard(s) as directed by Grantor.

**12. Non-Interference.** Each party agrees to exercise the rights and easements granted herein in a safe and careful manner that will not materially disturb or materially interfere with the grants of Grantor or Grantees.

**13. Governing Law.** This Access Easement shall be construed in accordance with the laws of the State of Florida without regard to choice or conflict of law provisions. Venue for any administrative and/or legal action arising under this Access Easement shall be in St. Johns County, Florida and any trial shall be non-jury in accordance with Section 14 below.

**14. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ACCESS EASEMENT, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY IN RESPECT HEREOF. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.**

**15. Nature of this Access Easement.** Except as expressly set forth herein to the contrary, the Access Easement and all other covenants, conditions, restrictions, reservations and other provisions contained herein shall attach to, create mutual benefits and servitudes and run with and be appurtenant to the lands described herein, and shall run with and benefit and burden the Benefitted Property and County Property, respectively, forever and be binding upon and inure to the benefit and burden of and be enforceable by the owners, lenders, and successors in title thereof; provided, however, the covenants and obligations herein are only personal to and enforceable against the Parties or successors in title as the case may be, owning title to the respective properties at the time any liability or claim arising under this Access Easement shall have accrued.

**16. Attorneys' Fees.** If any action or proceeding is brought by one party against another to enforce or interpret any provision of this Access Easement, the prevailing party as determined by a court of competent jurisdiction shall be entitled to recover from the non-prevailing party all its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party, whether incurred before, at trial, on appeal, in bankruptcy or in post-judgment collection. The prevailing party shall be the party whose position is substantially upheld in the final judgment rendered in such action.

**17. Severability.** If for any reason whatsoever, any term, obligation or condition of this Access Easement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, obligation or condition:

- a. Shall be deemed to be independent of the remainder of the Access Easement and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Access Easement or any part thereof; and
- b. The remainder of the Access Easement not affected, impaired or invalidated will continue to be applicable and enforceable to the fullest extent permitted by law against any person and circumstance other than those as to which it has been held or rendered invalid, unenforceable and illegal.

**18. Enforcement.** No delay or failure by the Grantor to exercise, enforce, or require strict performance of any right or provision of this Access Easement will be considered a waiver thereof.

**19. Third Parties.** This Access Easement is provided to support only the land identified as the Benefitted Property as described in **Exhibit "B"**, regardless of potential future shared ownership of neighboring and adjacent properties. Nothing contained in this Access Easement shall be deemed a gift or dedication of any portion of the Access Easement or existing road to the general public, or for any public use or purpose. Except as specifically provided in this Access Easement, no rights, privileges or immunities under this Access Easement shall inure

to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Access Easement.

**20. Entire Agreement.** This Access Easement contains all of the covenants, conditions and agreements between the Parties with respect to the Access Easement and shall supersede all prior correspondence, agreements and understandings, both oral and written. There are no representations, arrangements, understandings, or agreements, either oral or written, among the Parties hereto relating to the subject matter of this Access Easement except those fully expressed herein, and each party agrees that, in entering into this Access Easement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein.

**21. Negotiated Agreement.** This Access Easement was negotiated and prepared by both Parties with each party having had the opportunity to consult with counsel and advisers of their own choosing. The Parties have agreed to the text of this Access Easement, and none of the provisions hereof shall be construed against either party on the grounds that such party is the author of this Access Easement or any part thereof.

**22. Interpretation.** Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Access Easement.

**23. Survival.** The obligations under this Access Easement, which by their nature would continue beyond the termination or expiration of the term of this Access Easement, shall survive termination or expiration of this Access Easement.

**24. Amendments.** No amendment or modification of this Access Easement shall be valid unless made in a written instrument duly executed by Grantor and Grantees (or their respective successors in title, as applicable).

**25. Counterparts.** This Access Easement may be executed and delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*{The remainder of this page was intentionally left blank. Signatures to follow.}*

**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:

**ST. JOHNS COUNTY, FLORIDA**, a  
political subdivision of the State of Florida

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Joy Andrews, County Administrator

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

\_\_\_\_\_  
Witness Address **REQUIRED BUSINESS OR PERSONAL**

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Address **REQUIRED BUSINESS OR PERSONAL**

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Joy Andrews as County Administrator for St. Johns County who is personally known to me.

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

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

\_\_\_\_\_  
Deputy Clerk

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 Jacoby*  
Witness Signature

By: *J. Russell Collins*  
J. Russell Collins, Trustee

BENJAMIN JACOBY  
Print Name

100 Southpark Blvd., Suite 100  
Saint Augustine, Florida 32086-5171  
Witness Address REQUIRED BUSINESS OR PERSONAL

*Billie Farris*  
Witness Signature

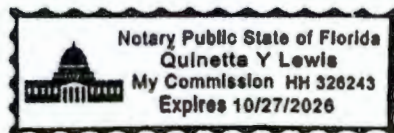
Billie Farris  
Print Name

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 2nd day of April, 2025, 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)



*Quinetta Y Lewis*  
Notary Public: *Quinetta Y Lewis*  
My Commission Expires: 10/27/2026

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:

ISLAND INVESTMENTS OF SAINT  
AUGUSTINE, INC.

*Bonnie Jacoby*  
Witness Signature

By: *Mark Moscarello*  
Mark Moscarello, President

Bonnie Jacoby  
Print Name

100 Southpark Blvd., Suite 100

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

*Billie Farris*  
Witness Signature

Billie Farris  
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 2nd day of April, 2025, by Mark Moscarello, as President for Island Investments of Saint Augustine, Inc., who is  personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)



*Guinetta Y Lewis*  
Notary Public: *Guinetta Y Lewis*  
My Commission Expires: 10/27/2026

**EXHIBIT "A"**  
**The County Property**

A part of Section 9, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning COMMENCE at the Southeast corner of Government Lot 7 of said Section 9; thence North 90 degrees 00 minutes 00 seconds West, along the South line of said Government Lot 7, a distance of 358.30 feet; thence North 22 degrees 12 minutes 30 seconds West, a distance of 1089.40 feet; thence North 18 degrees 18 minutes 00 seconds West, a distance of 636.50 feet; thence North 00 degrees 20 minutes 30 seconds West, a distance of 905.50 feet; thence North 89 degrees 39 minutes 30 seconds East, a distance of 200.00 feet; thence South 01 degrees 51 minutes 38 seconds West, a distance of 560.00 feet; thence North 89 degrees 48 minutes 23 seconds East, a distance of 330.00 feet; thence North 01 degrees 49 minutes 44 seconds East, a distance of 660.49 feet; to the South line of Government Lot 2 of said Section 9; thence North 89 degrees 39 minutes 30 seconds East, along the South line of said Government Lot 2, a distance of 87.50 feet; thence South 00 degrees 29 minutes 46 seconds East, a distance of 365.00 feet; thence North 89 degrees 39 minutes 30 seconds East, a distance of 716.00 feet; thence North 00 degrees 29 minutes 46 seconds West, a distance of 365.00 feet to the South line of Government Lot 3 of said Section 9; thence North 89 degrees 39 minutes 30 seconds East, along the South line of said Government Lot 3, a distance of 60.00 feet to the West line of those lands described and recorded in Official Records Volume 724, page 721, of the public records of said County; thence South 00 degrees 29 minutes 46 seconds East, along said West line, a distance of 673.85 feet to the South line of those lands described and recorded in Official Records Volume 730, pages 248 and 249, of the public records of said County; thence North 89 degrees 39 minutes 30 seconds East, along last said South line, a distance of 970.77 feet; thence South 00 degrees 34 minutes 00 seconds East, a distance of 1459.11 feet to the Northeast corner of those lands described and recorded in Official Records Volume 728, page 914 as Parcel 1; thence North 90 degrees 00 minutes 00 seconds West, along the North line of last said lands, a distance of 500.00 feet; thence South 00 degrees 41 minutes 06 seconds East, along the West line of last said lands, a distance of 500.04 feet; thence North 90 degrees 00 minutes 00 seconds West along an Easterly extension of the South line of said Government Lot 7, a distance of 918.30 feet to the POINT OF BEGINNING. Subject to easements as described and recorded in Official Records Volume 728, page 914 and Official Records Volume 730, pages 248 and 249, of the public records of St. Johns County, Florida.

**EXHIBIT "B"**  
**The Benefitted Property**

Parcel 1:

The Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 7 South, Range 29 East.

Parcel 2:

All of Government Lot 1, Section 16, Township 7 South, Range 29 East, excepting that portion conveyed to St. Augustine Racing Club by deed recorded in Deed Book 222, Page 198, Public Records of St. Johns County, Florida.

Parcel 3:

The Southwest Quarter of the Northeast Quarter of Fractional Section 16, Township 7 South, Range 29 East, St. Johns County, Florida.

**EXHIBIT "C"**  
**Access Easement**

A 60 foot road easement situated in Section 9, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

BEGIN at the Southeasterly corner of Beaver Creek Crossing, Unit 2, as recorded in Map Book 46, Pages 8 and 9 of the public records of said County; thence North 21°56'52" West, along the Easterly line of said Beaver Creek Crossing, Unit 2, a distance of 1144.76 feet to the South line of those lands described in Official Records Book 1378, Page(s) 774 of said public records and the South line of said Section 9; thence South 89°50'03" East, along the South lines of those lands described in Official Records Book 1378, Page(s) 774 and Official Records Book 849, Page(s) 576, both of said public records, a distance of 421.46 feet to the Northwest corner of those lands described in Official Records Book 5497, Page(s) 1424; thence South 89°13'05" East, along the North line said lands described in Official Records Book 5497, Page (s) 1424 and the South line of those lands described in Official Records 849, Page(s) 576, both of said public records, and the South line of said Section 9, a distance of 383.86 feet to the POINT OF BEGINNING of the herein described road easement; thence North 00°01'00" East, along the West line of that certain 60 foot easement described in Official Records Book 728, Page(s) 912 of said public records and its Southerly extension thereof, a distance of 4014.82 feet to the South right of way line of State Road No. 16, as it currently exists and the Northwest corner of said 60 foot easement described in Official Records Book 728, Page(s) 912; thence South 89°54'30" East, along said South right of way line of State Road No. 16, a distance of 60.00 feet to the Northeast corner of said 60 foot easement described in Official Records Book 728, Page(s) 912; thence South 00°01'00" West, along the east line of said 60 foot easement described in Official Records Book 728, Page(s) 912 and its Southerly extension thereof a distance of 4015.54 feet to said South line of Section 9; thence North 89°29'14" West, along said South line of Section 9, a distance of 60.00 feet to the POINT OF BEGINNING.

The aforedescribed parcel contains 5.53 acres more or less.

**State Road 16**

**Four Mile Rd**

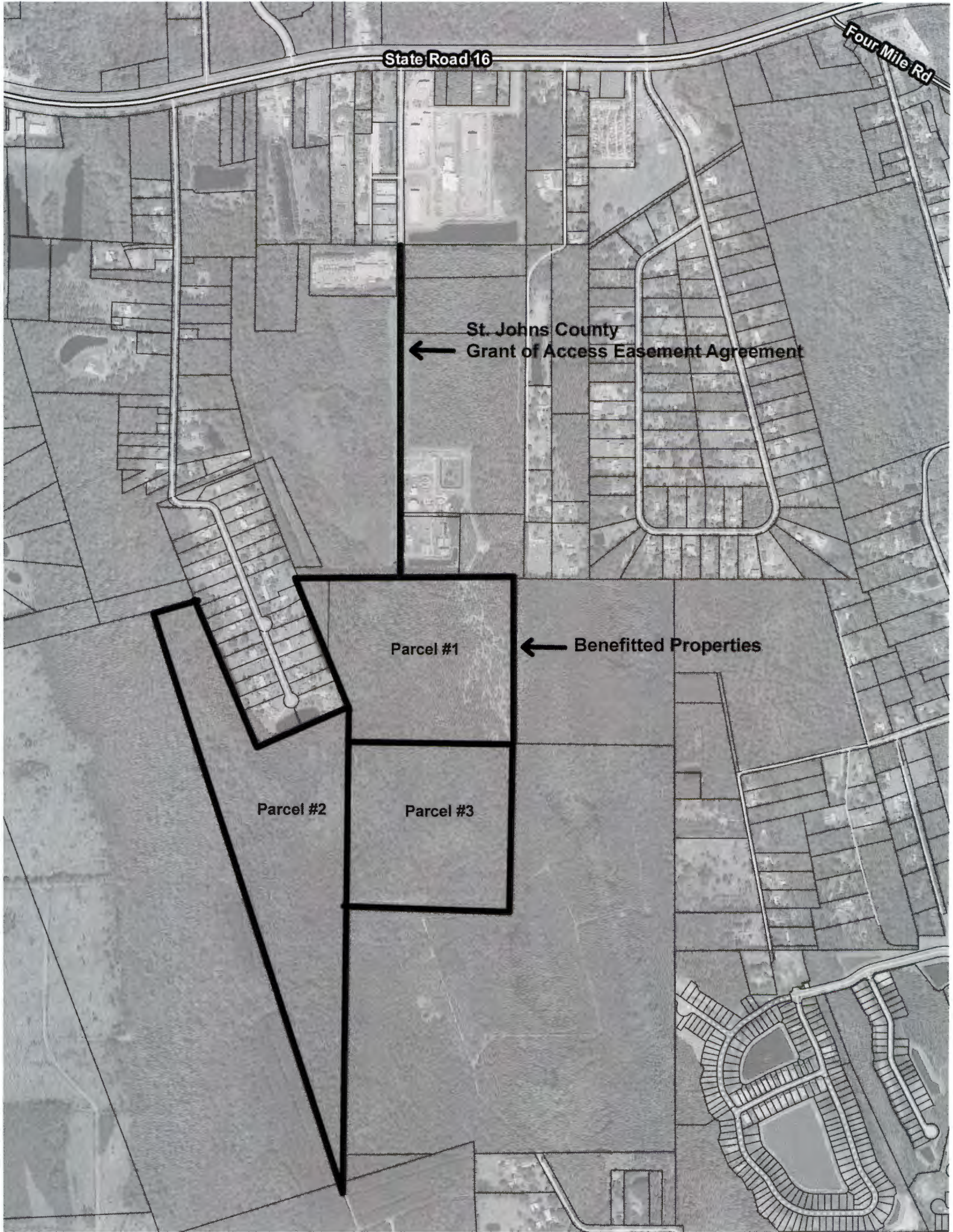
**← St. Johns County  
Grant of Access Easement Agreement**

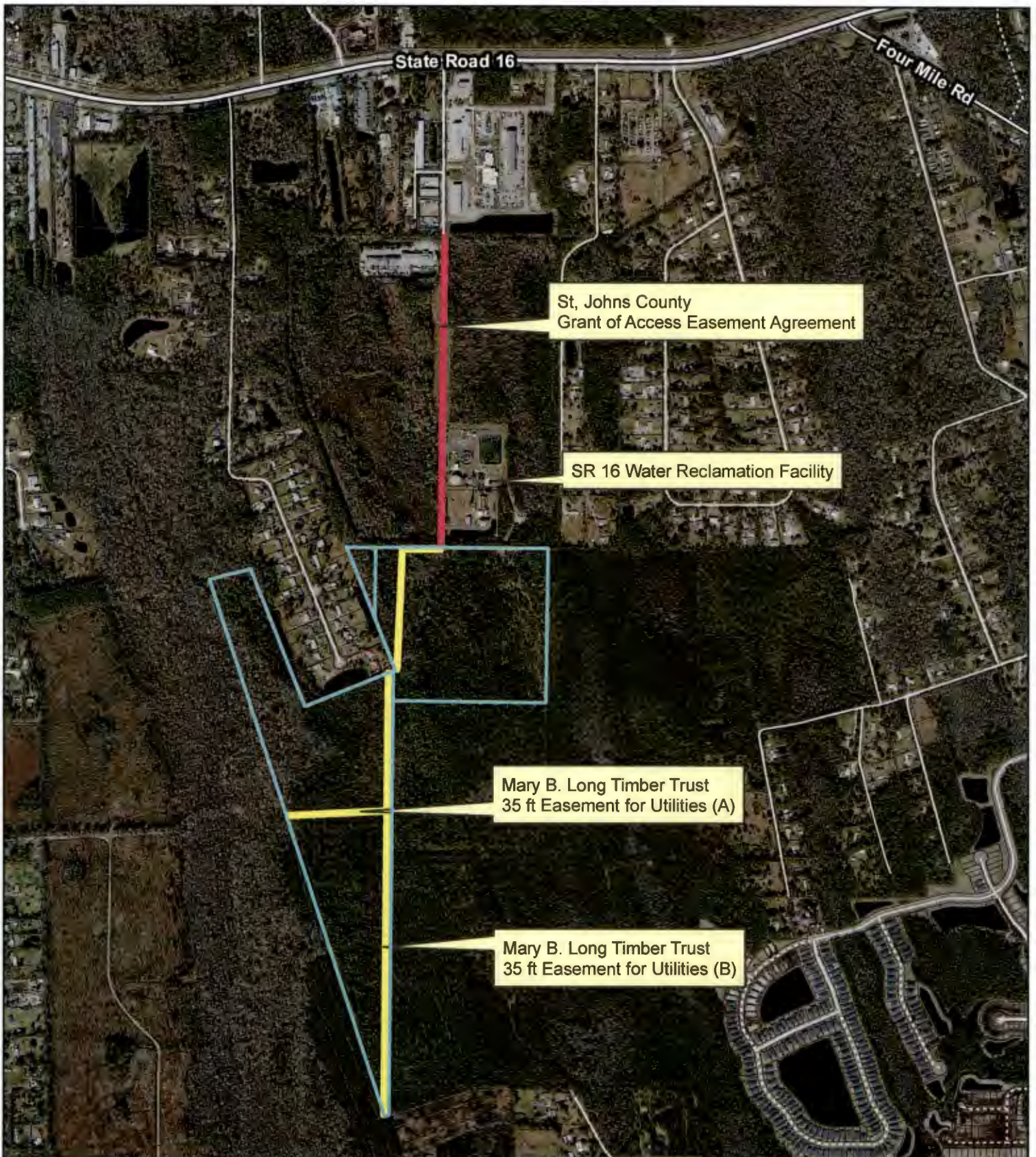
**← Benefitted Properties**

**Parcel #1**

**Parcel #2**

**Parcel #3**





2024 Aerial Imagery  
Date: 4/10/2025

**Easement for Utilities  
and Grant of Access  
Easement Agreement**

**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 hereon.