

RESOLUTION NO. 2025- 145

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND A TEMPORARY CONSTRUCTION EASEMENT FROM THE SCHOOL BOARD OF ST. JOHNS COUNTY FLORIDA TO ST. JOHNS COUNTY TO CONNECT TO THE SEWER SYSTEM TO SERVE THE CENTRAL ST. JOHNS COUNTY TOURNAMENT COMPLEX LOCATED ON TIMBERWOLF TRAIL.**

**RECITALS**

**WHEREAS**, The School Board of St. Johns County Florida 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, and a Temporary Construction Easement, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

**WHEREAS**, the easements will allow the County to connect to the sewer system to serve the Central St. Johns County Tournament Complex located on Timberwolf Trail; and

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

Section 2. The Board of County Commissioners hereby accepts the Easement for Utilities and the Temporary Construction Easement for the purposes mentioned above.

Section 3. The Clerk is instructed to record the original Easement for Utilities and Temporary Construction 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 6th day of may, 2025.

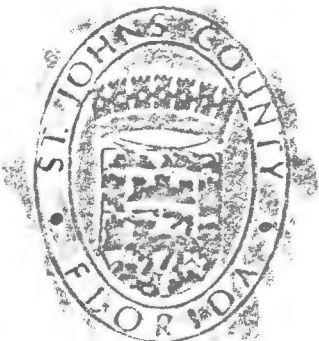
Rendition Date MAY 07 2025

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Krista Joseph, Chair

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

By: Crystal Smith  
Deputy Clerk



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

### EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 11<sup>th</sup> day of March, 2025, by **THE SCHOOL BOARD OF ST. JOHNS COUNTY FLORIDA**, with an address of 40 Orange Street, 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 sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over, under, upon and through 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 and/or sewer utility services only and does not convey any right to install any other utilities, such as but not limited to cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, and Grantee's 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 and sewer 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 educational and related improvements constructed upon the adjacent property owned by Grantor.

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

3. After any installation, construction, repair, replacement or removal by Grantee 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 Florida Statute 768.28, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence. Grantee's and Grantor'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 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 corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

THE SCHOOL BOARD OF ST. JOHNS  
COUNTY, FLORIDA

Witness Signature

*[Handwritten Signature]*

*[Handwritten Signature: Gina Fallica]*  
Print Name

Print Name: Anthony Coleman

Gina Fallica

Title: Board Chair

40 Orange St, St. Augustine, FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

*[Handwritten Signature: Judith Harvey]*  
Witness Signature

Judith Harvey  
Print Name

40 Orange St, St. Augustine, FL 32084  
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 11<sup>th</sup> day of March, 2025, by Anthony Coleman, on behalf of THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, who is personally known to me or has produced Anthony Coleman as identification.

Notary Public: Miriam Moore Testasecca  
My Commission Expires: 8/14/28

(Notary Seal)



**Exhibit A  
Easement Area**



**LEGAL DESCRIPTION**

**DATE:** December 10, 2024  
**CLIENT:** St Johns County  
**PROJECT NO:** 22-0073  
**DESCRIPTION FOR:** School Board Utility Easement for Central Sportsplex

A 20' WIDE UTILITY EASEMENT SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4058, PAGE 723 OF THE PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

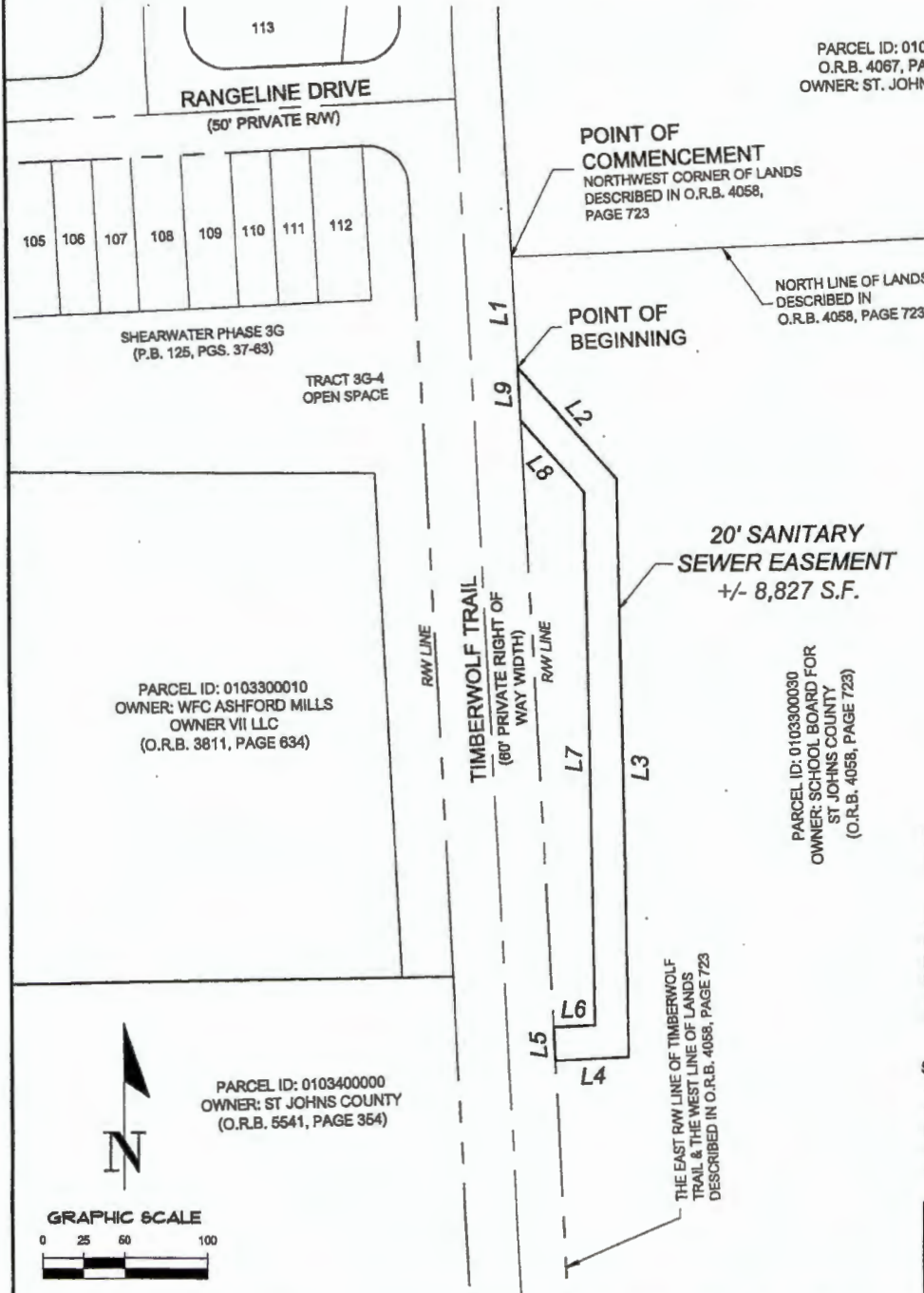
**COMMENCE** AT THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4058, PAGE 723; THENCE SOUTH 02° 49' 00" EAST, ALONG THE WEST LINE OF SAID LANDS, AND THE EAST RIGHT OF WAY LINE OF TIMBERWOLF TRAIL (A 60' WIDE PRIVATE R/W), A DISTANCE OF 66.63 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID WEST LINE & EAST RIGHT OF WAY LINE, SOUTH 41° 56' 48" EAST, A DISTANCE OF 89.79 FEET; THENCE SOUTH 00° 50' 18" EAST, A DISTANCE OF 345.92 FEET; THENCE SOUTH 86° 57' 54" WEST, A DISTANCE OF 44.73 FEET TO THE AFOREMENTIONED WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4058, PAGE 723, AND THE EAST RIGHT OF WAY LINE OF TIMBERWOLF TRAIL; THENCE NORTH 02° 49' 00" WEST, ALONG SAID WEST LINE & EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID WEST LINE & EAST RIGHT OF WAY LINE, NORTH 86° 57' 54" EAST, A DISTANCE OF 25.40 FEET; THENCE NORTH 00° 50' 18" WEST, A DISTANCE OF 319.17 FEET; THENCE NORTH 41° 56' 48" WEST, A DISTANCE OF 57.71 FEET TO THE AFOREMENTIONED WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4058, PAGE 723, AND THE EAST RIGHT OF WAY LINE OF TIMBERWOLF TRAIL; THENCE NORTH 02° 49' 00" WEST, ALONG SAID WEST LINE & EAST RIGHT OF WAY LINE, A DISTANCE OF 31.39 FEET TO THE **POINT OF BEGINNING**. CONTAINING 8,827 SQUARE FEET, MORE OR LESS.

**ALL AS SHOWN ON THE MAP  
ATTACHED HERewith AND MADE  
A PART HEREOF**

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 21 EAST,  
ST. JOHNS COUNTY, FLORIDA

**\*SKETCH - NOT A BOUNDARY SURVEY\***



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	S 02°49'00" E	66.63'
L2	S 41°56'48" E	89.79'
L3	S 00°50'18" E	345.92'
L4	S 86°57'54" W	44.73'
L5	N 02°49'00" W	20.00'
L6	N 86°57'54" E	25.40'
L7	N 00°50'18" W	319.17'
L8	N 41°56'48" W	57.71'
L9	N 02°49'00" W	31.69'

**DESCRIPTION:**  
(SEE ATTACHED)

**LEGEND:**  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 PGS. = PAGES  
 S.F. = SQUARE FEET  
 RW = RIGHT OF WAY

**SURVEYOR'S NOTES:**  
 1. BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF S 02°49'00" E FOR THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4058, PAGE 723 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

CERTIFIED TO:  
 ST. JOHNS COUNTY SCHOOL BOARD  
 ST. JOHNS COUNTY

1 OF 1  
 This map prepared by:  
**AARON H. HICKMAN**  
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6075  
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE: 12/10/2024  
 TECHNICIAN: AHH  
 CHECKED BY: AHH  
 PROJECT NUMBER: 22-0073  
 Professional Surveyor & Mapper Fla. License No. 6791

SCALE: 1" = 100'  
 VERIFY SCALE BAR & ORIGINAL INCH ON ORIGINAL DRAWING.  
 IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.

**CHWI**  
 AN INVIS COMPANY  
 11801 Research Drive  
 Alachua, Florida 32615  
 (352) 331-1976  
 www.chwi-inc.com  
 est. 1968 **FLORIDA**  
 CA-5075

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

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT** made this 11<sup>th</sup> day of March, 2025, by and between **THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**, whose address is 40 Orange Street, St. Augustine, Florida 32084, hereinafter called the "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 the "Grantee."

**WITNESSETH**, that for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property for the purpose of placing fill, grading, stabilization with sod and restoring the existing fence located on or within the real property located in St. Johns County, Florida, described as follows:

Property as described on attached Exhibit "A", incorporated by reference and made a part hereof.

To the extent permitted by Florida Statute 768.28, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence. Grantee's and Grantor'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.

It is understood and agreed by the parties hereto that the rights granted herein shall terminate after a period of one year from the date of execution of this Temporary Construction Easement, unless earlier terminated in the reasonable, joint determination of the parties that the purposes of this Temporary Construction Easement have been met.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

**THE SCHOOL BOARD OF ST. JOHNS  
COUNTY, FLORIDA**

Witness Signature

*Gina Fallica*

Print Name

Gina Fallica

40 Orange St St Augustine FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

Print Name: Anthony Coleman

Title: Board Chair

*Judith Harvey*  
Witness Signature

Judith Harvey  
Print Name

40 Orange St, St. Augustine, FL 32084  
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 11<sup>th</sup> day of March, 2025, by Anthony Coleman, on behalf of THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, who is personally known to me or has produced Anthony Coleman as identification.

(Notary Seal)

Notary Public: Miriam Moore Testasecca  
My Commission Expires: 8/14/28





## LEGAL DESCRIPTION

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**DATE:** December 10, 2024  
**CLIENT:** St Johns County  
**PROJECT NO:** 22-0073  
**DESCRIPTION FOR:** School Board Grading Easement for Central Sportsplex

A 15' WIDE GRADING EASEMENT SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4058, PAGE 723 OF THE PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

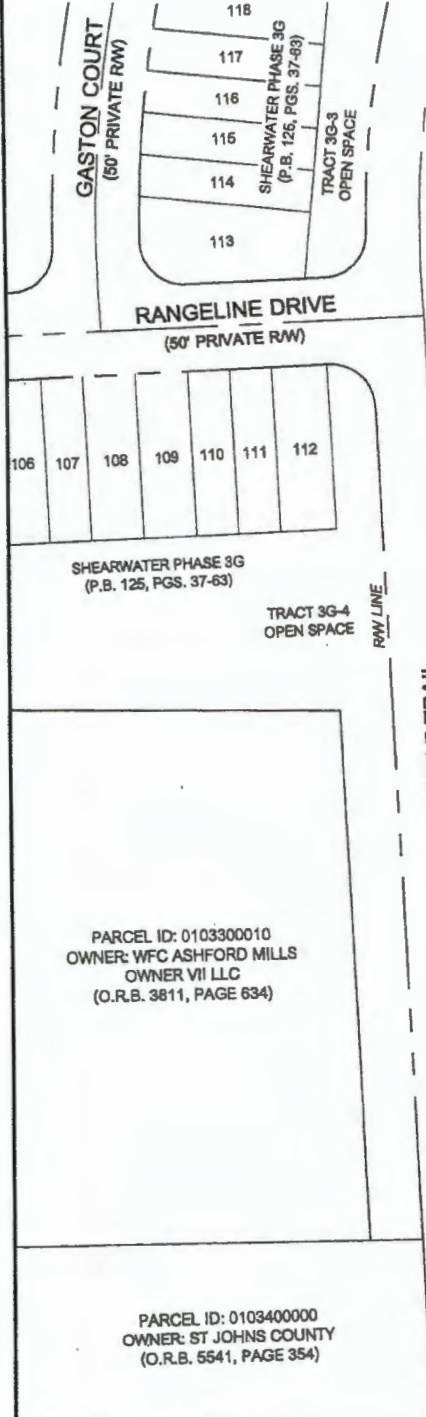
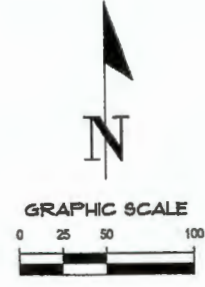
FOR A POINT OF REFERENCE, **BEGIN** AT THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4058, PAGE 723, LYING ON THE EAST RIGHT OF WAY LINE OF TIMBERWOLF TRAIL (A 60' WIDE PRIVATE R/W); THENCE NORTH 87°36'18" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 365.00 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 02°49'00" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 87°36'18" WEST, A DISTANCE OF 365.00 FEET TO THE WEST LINE OF SAID LANDS AND THE EAST RIGHT OF WAY LINE OF TIMBERWOLF TRAIL; THENCE NORTH 02°49'00" WEST, ALONG SAID WEST LINE AND EAST RIGHT OF WAY LINE, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 5,475 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP  
ATTACHED HERewith AND MADE  
A PART HEREOF

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 21 EAST,  
ST JOHNS COUNTY, FLORIDA

**\*SKETCH - NOT A BOUNDARY SURVEY\***



PARCEL ID: 0103300040  
O.R.B. 4067, PAGE 1963  
OWNER: ST. JOHNS COUNTY

**POINT OF BEGINNING**  
NORTHWEST CORNER OF LANDS  
DESCRIBED IN O.R.B. 4058, PAGE 723

NORTH LINE OF LANDS DESCRIBED  
IN O.R.B. 4068, PAGE 723

**N 87°36'18" E 365.00'**  
**S 87°36'18" W 365.00'**

**15' GRADING  
EASEMENT  
+/- 5,475 S.F.**

PARCEL ID: 0103300030  
OWNER: SCHOOL BOARD FOR  
ST JOHNS COUNTY  
(O.R.B. 4058, PAGE 723)

THE EAST RW LINE OF TIMBERWOLF  
TRAIL & THE WEST LINE OF LANDS  
DESCRIBED IN O.R.B. 4058, PAGE 723

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	S 02°49'00" E	16.00'
L2	N 02°49'00" W	16.00'

PARCEL ID: 0103300010  
OWNER: WFC ASHFORD MILLS  
OWNER VII LLC  
(O.R.B. 3811, PAGE 634)

PARCEL ID: 0103400000  
OWNER: ST JOHNS COUNTY  
(O.R.B. 5541, PAGE 354)

**DESCRIPTION:**  
(SEE ATTACHED)

**LEGEND:**  
O.R.B. = OFFICIAL RECORDS BOOK  
P.B. = PLAT BOOK  
PGS. = PAGES  
S.F. = SQUARE FEET  
RW = RIGHT OF WAY

**SURVEYOR'S NOTES:**  
1. BEARINGS SHOWN HEREON ARE BASED ON A  
VALUE OF S 02°49'00" E FOR THE WEST LINE OF  
LANDS DESCRIBED IN OFFICIAL RECORDS BOOK  
4058, PAGE 723 OF THE PUBLIC RECORDS OF ST  
JOHNS COUNTY, FLORIDA.

CERTIFIED TO:  
  
ST. JOHNS COUNTY SCHOOL BOARD  
ST. JOHNS COUNTY

1 OF 1 SHEETS	This map prepared by: AARON H. HICKMAN	DATE: 12/10/2024	SCALE: 1" = 100' VERIFY SCALE B.M. IS ONE HALF INCH OR CIRCULAR DIMENSIONS 1/2" IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.		11801 Research Drive Alachua, Florida 32618 (352) 331-1976 www.chw-inc.com EST. 1989 <b>FLORIDA</b> CA-5075
	CERTIFICATE OF AUTHORIZATION NO. L.S. 5075 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER	PROFESSIONAL SURVEYOR & MAPPER Fla. License No. 6791	TECHNICIAN: AHH CHECKED BY: AHH PROJECT NUMBER: 22-0073		



2023 Aerial Imagery

Date: 4/11/2025

Central St. Johns County  
Tournament Complex  
Easement for Utilities  
Temporary Construction Easement  
School Board



Land Management  
Systems

(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.