

RESOLUTION NO. 2023- 314

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, FINAL RELEASE OF LIEN, WARRANTY AND BILL OF SALE ASSOCIATED WITH THE WATER, SEWER AND REUSE SYSTEMS TO SERVE HOLLY LANDING – SILVERLEAF PARCEL 6 LOCATED OFF SILVERLAKE DRIVE.**

**RECITALS**

**WHEREAS**, DFC Silverleaf 6 LLC, a Florida limited liability company has executed and presented to the County an Easement associated with the water, sewer and reuse systems to serve Holly Landing- Silverleaf Parcel 6 located off Silverlake Drive, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

**WHEREAS**, DFC Silverleaf 6 LLC, a Florida limited liability company, has executed and presented to the County a Bill of Sale with a Schedule of Values conveying all personal property associated with the water, sewer and reuse systems to serve Holly Landing – Silverleaf Parcel 6 attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

**WHEREAS**, Florida Roads Contracting LLC, a Florida limited liability company, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Holly Landing – Silverleaf Parcel 6, attached hereto as Exhibits “C” and “D”, incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit “E” incorporated by reference and made a part hereof.

**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, Bill of Sale, Final Release of Lien and Warranty, attached and incorporated hereto, are 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 Circuit Court is instructed to record the original Easements for Utilities and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

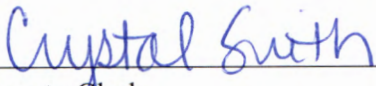
PASSED AND ADOPTED this 5th day of September, 2023.

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

Rendition Date SEP 06 2023

By:   
Christian Whitehurst, Chair

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

  
Deputy Clerk



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 6<sup>th</sup> day of June, 2023 by DFC Silverleaf 6 LLC, with an address of 1300 Sawgrass Village Circle, Building 5, Suite 24, Ponte Vedra Beach, FL 32082, 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, alien, 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 and sewer 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** This easement is for water and/or sewer 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 and foundations, footing and/or anchors for surface improvements.

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

(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 law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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.

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:

[Signature]  
Witness

Nicholas Carlson  
Print Name

[Signature]  
Witness

Gaston Buckard  
Print Name

By: [Signature]  
Its: [Signature]

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17<sup>th</sup> day of May, 2023, by Kyle Hendson as vice president for DFC Silverleaf Co, LLC.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

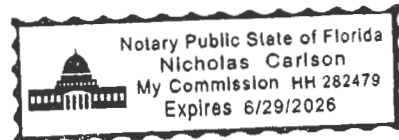


EXHIBIT "A"

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, recorded in the Public Records of St. Johns County, Florida.

EXHIBIT "B"

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, recorded in the Public Records of St. Johns County, Florida.

ST. JOHNS COUNTY UTILITY DEPARTMENT  
3F - CLOSEOUT - BILL OF SALE

PROJECT: Holly Landing (aka Silverleaf Parcel 6)

DFC Silverleaf 6, LLC, 13000 Sawgrass Village Circle, Building 5, Suite 24, Ponte Vedra Beach, FL 32082

Owners Name and Address, (the "Seller")

for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **St. Johns County, Florida**, a political subdivision of the State of Florida, the following personal property:

See "Exhibit A-Schedule of Values" for the project listed above. (*Note: The description listed should match the description listed on the "Release of Lien"*)

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 17<sup>th</sup> of May, 2023.

WITNESS:

[Signature]  
Witness Signature

Garston Buckard  
Witness Print Name

OWNER:

[Signature]  
Owner Signature

Kyle Hudson  
Owner Print Name

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization, this 17<sup>th</sup> day of May, 2023, by Kyle Hudson as vice president for DFC Silverleaf 6 LLC

[Signature]  
Notary Public  
My Commission Expires: 6/29/2026

Personally Known or Produced Identification  
Type of Identification Produced

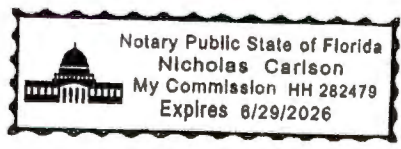




Exhibit "A" to the Bill of Sale

**ST. JOHNS COUNTY UTILITY DEPARTMENT  
ASSET MANAGEMENT  
SCHEDULE OF VALUES - WATER**

Project Name:	Holly Landing (Silverleaf Parcel 6)
Contractor:	Florida Roads Contracting, LLC.
Developer:	Land Planners Development II, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
12" Fused PVC	LF	24	\$ 139.00	\$ 3,336.00
12" DR 18 PVC	LF	140	\$ 110.00	\$ 15,400.00
8" Fused PVC	LF	24	\$ 67.00	\$ 1,608.00
8" DR 18 PVC	LF	3084	\$ 36.95	\$ 113,953.80
6" DR 18 PVC (FH)	LF	60	\$ 42.45	\$ 2,547.00
4" DR 18 PVC	LF	14	\$ 34.35	\$ 480.90
2" Polly	LF	300	\$ 14.15	\$ 4,245.00
<b>Water Valves (Size and Type)</b>				
8" Valve	Ea	6	\$ 1,730.00	\$ 10,380.00
6" valve w/box (FH)	Ea	5	\$ 925.00	\$ 4,625.00
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
Fire Hydrant (FH)	Ea	5	\$ 3,930.00	\$ 19,650.00
2" Flushing Hydrant	Ea	1	\$ 1,154.30	\$ 1,154.30
Sample Points	Ea	5	\$ 510.00	\$ 2,550.00
<b>Sevices (Size and Type)</b>				
SJCUD Services (Long Double)	Ea	23	\$ 1,110.00	\$ 25,530.00
SJCUD Services (Long Single)	Ea	4	\$ 935.00	\$ 3,740.00
SJCUD Services (Short Single)	Ea	40	\$ 840.00	\$ 33,600.00
	Ea		\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 242,800.00</b>

**ST. JOHNS COUNTY UTILITY DEPARTMENT  
ASSET MANAGEMENT  
SCHEDULE OF VALUES - SEWER**

Project Name:	Holly Landing (Silverleaf Parcel 6)
Contractor:	Florida Roads Contracting, LLC.
Developer:	Land Planners Development II, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" DR 26 PVC	LF	3719	\$ 51.75	\$ 192,458.25
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" SDR 26 PVC	EA	3150	\$ 44.80	\$ 141,120.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
4-6 foot deep Type A	EA	3	\$ 4,785.00	\$ 14,355.00
6-8 foot deep Type A	EA	4	\$ 5,355.00	\$ 21,420.00
8-10 foot deep Type A	EA	4	\$ 5,940.00	\$ 23,760.00
10-12 foot deep Type A	EA	2	\$ 6,460.00	\$ 12,920.00
12-14 foot deep Type A	EA	1	\$ 7,050.00	\$ 7,050.00
8-10 foot deep Type J	EA	1	\$ 11,276.75	\$ 11,276.75
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum	0	\$ -	\$ -
Process Piping	Lump Sum	0	\$ -	\$ -
Process Structure	Lump Sum	0	\$ -	\$ -
Process Electrical Equipment	Lump Sum	0	\$ -	\$ -
Other Improvements	Lump Sum	0	\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 424,360.00</b>



**ST. JOHNS COUNTY UTILITY DEPARTMENT  
ASSET MANAGEMENT  
SCHEDULE OF VALUES - RECLAIMED WATER**

Project Name: Holly Landing (Silverleaf Parcel 6)  
 Contractor: Florida Roads Contracting, LLC.  
 Developer: Land Planners Development II, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Reuse Mains (Size, Type &amp; Pipe Class)</b>				
8" Fused PVC	LF	94	\$ 62.00	\$ 5,828.00
8" DR 18 PVC	LF	3364	\$ 38.00	\$ 127,832.00
4" DR 18 PVC	LF	5	\$ 80.00	\$ 400.00
2" Polly	LF	120	\$ 20.00	\$ 2,400.00
	LF		\$ -	\$ -
<b>Reuse Valves (Size and Type)</b>				
8" Valve	Ea	6	\$ 1,925.00	\$ 11,550.00
2" Flushing Hydrant	Ea	1	\$ 610.00	\$ 610.00
	Ea			\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Sevices (Size and Type)</b>				
SJCUD Services (Long Double)	Ea	19	\$ 1,200.00	\$ 22,800.00
SJCUD Services (Long Single)	Ea	1	\$ 950.00	\$ 950.00
SJCUD Services (Short Single)	Ea	53	\$ 850.00	\$ 45,050.00
	Ea		\$ -	\$ -
<b>Total Reuse System Cost</b>				<b>\$ 217,420.00</b>



ST. JOHNS COUNTY UTILITY DEPARTMENT  
3C - CLOSEOUT - RELEASE OF LIEN  
UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum  
\$884,580.00

hereby waives and releases its lien and right to claim a lien for Water, Sewer, and Reclaimed  
Water labor, services or materials furnished through  
February 10, 2023 to Land Planners Development II, Inc.  
Date Developer's/Owner's Name)

to the following described property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR  
Holly Landing (Silverleaf Parcel 6)

PROJECT NAME

Note: The description listed should match the description listed on the "Bill of Sale".

The waiver and release does not cover any retention or labor, services, or materials  
furnished after the date specified.

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and  
delivered by its duly authorized office on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

WITNESS:

[Signature]  
Witness Signature  
John Peiffer  
Print Witness Name

OWNER:

[Signature]  
Lienor's Signature  
Lori Hicks  
Print Lienor's Name

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical  
presence or  online notarization, this 7 day of AUGUST, 2023, by  
LORI HICKS as CORPORATE SECRETARY for  
FLORIDA ROADS CONTRACTING, LLC.

[Signature]  
Notary Public  
My Commission Expires: JULY 26, 2026

Personally Known or Produced Identification  
Type of Identification Produced

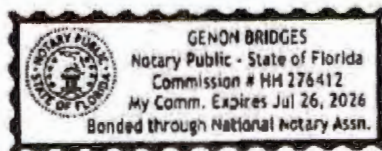




Exhibit "A" to the Release of Lien

**ST. JOHNS COUNTY UTILITY DEPARTMENT  
ASSET MANAGEMENT  
SCHEDULE OF VALUES - WATER**

Project Name:	Holly Landing (Silverleaf Parcel 6)
Contractor:	Florida Roads Contracting, LLC.
Developer:	Land Planners Development II, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
12" Fused PVC	LF	24	\$ 139.00	\$ 3,336.00
12" DR 18 PVC	LF	140	\$ 110.00	\$ 15,400.00
8" Fused PVC	LF	24	\$ 67.00	\$ 1,608.00
8" DR 18 PVC	LF	3084	\$ 36.95	\$ 113,953.80
6" DR 18 PVC (FH)	LF	60	\$ 42.45	\$ 2,547.00
4" DR 18 PVC	LF	14	\$ 34.35	\$ 480.90
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<b>Water Valves (Size and Type)</b>				
8" Valve	Ea	6	\$ 1,730.00	\$ 10,380.00
6" valve w/box (FH)	Ea	5	\$ 925.00	\$ 4,625.00
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
Fire Hydrant (FH)	Ea	5	\$ 3,930.00	\$ 19,650.00
2" Flushing Hydrant	Ea	1	\$ 1,154.30	\$ 1,154.30
Sample Points	Ea	5	\$ 510.00	\$ 2,550.00
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SJCUD Services (Long Double)	Ea	23	\$ 1,110.00	\$ 25,530.00
SJCUD Services (Long Single)	Ea	4	\$ 935.00	\$ 3,740.00
SJCUD Services (Short Single)	Ea	40	\$ 840.00	\$ 33,600.00
	Ea		\$ -	\$ -
<b>Total Water System Cost</b>			\$	<b>242,800.00</b>

**ST. JOHNS COUNTY UTILITY DEPARTMENT  
ASSET MANAGEMENT  
SCHEDULE OF VALUES - SEWER**

Project Name:	Holly Landing (Silverleaf Parcel 6)
Contractor:	Florida Roads Contracting, LLC.
Developer:	Land Planners Development II, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" DR 26 PVC	LF	3719	\$ 51.75	\$ 192,458.25
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" SDR 26 PVC	EA	3150	\$ 44.80	\$ 141,120.00
	EA		\$ -	\$ -
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<b>Manholes (Size and Type)</b>				
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10-12 foot deep Type A	EA	2	\$ 6,460.00	\$ 12,920.00
12-14 foot deep Type A	EA	1	\$ 7,050.00	\$ 7,050.00
8-10 foot deep Type J	EA	1	\$ 11,276.75	\$ 11,276.75
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum	0	\$ -	\$ -
Process Piping	Lump Sum	0	\$ -	\$ -
Process Structure	Lump Sum	0	\$ -	\$ -
Process Electrical Equipment	Lump Sum	0	\$ -	\$ -
Other Improvements	Lump Sum	0	\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 424,360.00</b>

**ST. JOHNS COUNTY UTILITY DEPARTMENT  
ASSET MANAGEMENT  
SCHEDULE OF VALUES - RECLAIMED WATER**

Project Name: Holly Landing (Silverleaf Parcel 6)  
 Contractor: Florida Roads Contracting, LLC.  
 Developer: Land Planners Development II, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Reuse Mains (Size, Type &amp; Pipe Class)</b>				
8" Fused PVC	LF	94	\$ 62.00	\$ 5,828.00
8" DR 18 PVC	LF	3364	\$ 38.00	\$ 127,832.00
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<b>Reuse Valves (Size and Type)</b>				
8" Valve	Ea	6	\$ 1,925.00	\$ 11,550.00
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	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Sevices (Size and Type)</b>				
SJCUD Services (Long Double)	Ea	19	\$ 1,200.00	\$ 22,800.00
SJCUD Services (Long Single)	Ea	1	\$ 950.00	\$ 950.00
SJCUD Services (Short Single)	Ea	53	\$ 850.00	\$ 45,050.00
	Ea		\$ -	\$ -
<b>Total Reuse System Cost</b>				<b>\$ 217,420.00</b>



Exhibit "D" to the Resolution  
**ST. JOHNS COUNTY UTILITY DEPARTMENT**  
**3E – CLOSEOUT - WARRANTY**

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Date: February 10, 2023  
Project Title: Holly Landing (Silverleaf Parcel 6)  
FROM: Florida Roads Contracting, LLC  
Contractor's Name  
Address: 10439 Alta Drive  
Jacksonville, FL 32226

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TO: St. Johns County Utility Department  
Post Office Box 3006  
St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

**Contractor:**

Lori Hicks  
Print Contractor's Name

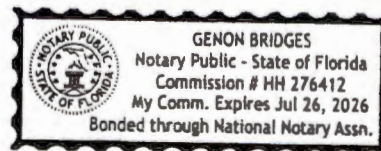
Lori Hicks  
Contractor's Signature

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ on-line notarization, this 10 day of FEBRUARY, 2023, by LORI HICKS as CORPORATE SECRETARY for FLORIDA ROADS CONTRACTING, LLC.

Heron Bridges  
Notary Public  
My Commission Expires: JULY 26, 2026

Personally Known or Produced Identification  
Type of Identification Produced







**ST. JOHNS COUNTY  
UTILITIES**

1205 State Road 16  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Debbie Taylor, Real Estate Manager  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**DATE:** Holly Landing (aka Silverleaf Parcel 6) (ASBULT 2023000073)  
**SUBJECT:** July 13, 2023

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Holly Landing (aka Silverleaf Parcel 6).

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.



Subject Area



2021 Aerial Imagery

Date: 8/7/2023

Easement for Utilities,  
Bill of Sale, Final  
Release of Lien,  
& Warranty

Holly Landing-  
Silverleaf Parcel 6

Land Management  
Systems  
Real Estate  
Division  
(904) 209-1276



*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.



**OPERATING AGREEMENT  
OF  
DFC SILVERLEAF 6, LLC**

This Operating Agreement of DFC SILVERLEAF 6, LLC a Florida limited liability company (the "Company"), is made and entered into and effective as of October 25, 2021 (the "Effective Date"), by DF RESIDENTIAL II, LP, a Delaware limited partnership, as the sole member of the Company (the "Sole Member").

1. Defined Terms. The following capitalized terms shall have the meanings specified in this section. Other terms are defined in the text of this Operating Agreement, and, throughout this Operating Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Florida Revised Limited Liability Company Act, as amended from time to time.

"Operating Agreement" means this operating agreement, as amended from time to time.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

2. Formation. The Sole Member has formed the Company pursuant to this Operating Agreement, the Articles of Organization that were filed with the Florida Secretary of State on October 6, 2021 (the "Articles"), and the Act.

3. Name. The name of the Company is DFC SILVERLEAF 6, LLC. The business of the Company may be conducted under any other name deemed necessary or desirable by the Sole Member.

4. Admission of Sole Member. The Sole Member is hereby admitted as a member of the Company, and the Sole Member agrees to be bound by the terms of this Operating Agreement.

5. Liability and Indemnification.

5.1. *Limitation of Liability*. It is the intent of this Operating Agreement that the Sole Member be afforded the maximum protection from liability. Notwithstanding anything to the contrary in this Operating Agreement, the Sole Member's liability is hereby limited to the full extent liability is permitted to be limited by the Act. This Operating Agreement shall not create or increase the Sole Member's duties or liabilities beyond the minimum expressly required by the Act.

5.2. *Indemnification of Sole Member*.

a. The Company shall indemnify any person who is or was a party to any proceeding by reason of the fact that such person is or was a member or manager of the Company or its subsidiaries, to the fullest extent not prohibited by law, for actions taken in the capacity of such person as a member or manager of the Company or its subsidiaries. To the fullest extent not prohibited by law, the Company shall advance indemnification expenses for actions taken in the capacity of such person as a member or manager, within twenty (20) days after receipt by the Company of (1) a written statement requesting such advance, (2) evidence of the expenses incurred, and (3) a written statement by or on behalf of such person agreeing to repay the advanced expenses if it is ultimately determined that such person is not entitled to be indemnified against such expenses.

b. The Company, by action of the Sole Member, in its sole discretion, may indemnify any person who is or was a party to any proceeding, by reason of the fact that such person is or was an employee or agent of the Company or its subsidiaries, to the fullest extent not prohibited by law, for actions taken in the capacity of such person as an employee or agent of the Company or its subsidiaries. The Company by action of the Sole Member, in its discretion, may advance indemnification expenses for actions taken in the capacity of such person as an employee or agent, after receipt by the Company of (1) a written statement requesting such advance, (2) evidence of the expenses incurred, and (3) a written statement by or on behalf of such person agreeing to repay the advanced expenses if it is ultimately determined that such person is not entitled to be indemnified against such expenses. Absent specific action by the Sole Member, the authority granted to the Sole Member in this paragraph b) shall create no rights in the persons eligible for indemnification or advancement of expenses and shall create no obligations of the Company relating thereto.

6. Management of the Company.

6.1. *Manager.*

a. DF RESIDENTIAL II, LP, a Delaware limited partnership, shall be the Manager of the Company (the "Manager") and, in such capacity, shall manage the Company in accordance with this Operating Agreement. The Manager is an agent of the Company, and the actions of the Manager taken in such capacity and in accordance with this Operating Agreement shall bind the Company.

b. Unless and until the Manager resigns or is removed pursuant to Section 6.6 or the Company is dissolved, the Manager shall be deemed to be re-elected annually by the Sole Member.

c. Subject to the limitations of Section 6.5, the Manager shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, and to make all decisions affecting the business and affairs of the Company. The Manager shall be the sole Persons with the power to bind the Company, except and to the extent that such power is expressly delegated to any other Person by the Manager, and such delegation shall not cause the Manager to cease to be the Manager of the Company. Any action required or permitted to be taken at any meeting of the Manager may be taken without a meeting if the action is evidenced by one or more written consents describing the action to be taken, signed by the Manager.

6.2. *No Management by the Sole Member.* Except as otherwise expressly provided herein, the Sole Member shall not take part in the management, or the operation or control of the business and affairs of the Company. Except and only to the extent expressly delegated by the Manager or otherwise provided herein, neither the Sole Member nor any other Person (other than the Manager) shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

6.3. *Officers.* The Manager shall have the right to appoint any officers of the Company the Manager deems necessary to conduct the day-to-day business and affairs of the Company (the "Officers").

(a) *Appointment of Officers.* Except as otherwise specifically provided in this Operating Agreement, Officers will be appointed from time to time by the Manager and will hold their offices for such terms, exercise such powers and perform such duties as will be determined from time to time by the Manager. Any person may simultaneously hold two (2) or more offices. Officers will hold office (at the pleasure of the Manager) until their earlier death, resignation or removal from office and until their successors are chosen and qualify in their stead. Any vacancy, however occurring, in any office may be filled by the Manager. The Manager may appoint individuals (including himself) as the President, Vice President,



Treasurer, and Secretary. The Manager hereby appoints the persons listed on Exhibit B as the initial Officers of the Company. The Officers of the Company are authorized to act on behalf of the Company, with the following powers and authority:

6.3..1. *President.* The President, will be the chief executive officer of the Company and will be responsible for conducting the ordinary and usual business and affairs of the Company. The acts of the President will bind the Company when within the scope of the President's authority. The President will at all times be subject to the direction of the Manager as provided herein. The President is authorized, in the name and on behalf of the Company, to sign and deliver all contracts, agreements, deeds, leases, notes, mortgages and other documents and instruments which are necessary, appropriate or convenient for the conduct of the Company's day-to-day business or to carry out any other actions of the Company, after obtaining the approval of the Manager.

6.3..2. *Vice President.* The Vice President will, in the absence or disability of the President, perform the duties and exercise the powers of the President, and will also perform such other duties as may be prescribed from time to time by the Manager. Each Vice President is authorized to bind the company.

6.3..3. *Secretary.* The Secretary will have custody of and maintain all the Company records (except the financial records), will record the minutes of all meetings of the Sole Member, will authenticate records of the Company, will send all notices of meetings, and will perform such other duties as may be prescribed from time to time by the Manager.

6.3..4. *Treasurer.* The Treasurer will have custody of all the Company funds and financial records, will keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of the Sole Member and whenever else required by the Manager, and will perform such other duties as may be prescribed from time to time by the Manager.

(a) *Removal of Officers.* Except as otherwise specifically provided in this agreement, any Officer may be removed at any time with or without cause by the Manager whenever in his judgment the best interest of the Company will be served thereby.

6.4. *Powers of the Manager.* The Manager shall have the right, power and authority, in the management of the business and affairs of the Company, to do or cause to be done any and all acts, at the expense of the Company, deemed by the Manager to be necessary or appropriate to effectuate the business, purposes and objectives of the Company. Without limiting the generality of the foregoing, the Manager shall have the power and authority to:

a. establish a record date with respect to all actions to be taken hereunder that require a record date be established, including with respect to allocations and distributions;

b. bring and defend on behalf of the Company actions and proceedings at law or in equity before any court or governmental, administrative or other regulatory agency, body or commission or otherwise;

c. execute all contracts, documents or instruments, perform all duties and powers and do all things for and on behalf of the Company in all matters necessary, desirable, convenient or incidental to the purpose of the Company;

d. authorize the President of the Company, if any, or any other Person to execute any contract, document or instrument on behalf of the Company; and

e. determine the frequency and manner of any and all allocations and distributions to the Sole Member.

The expression of any power or authority of the Manager in this Operating Agreement shall not in any way limit or exclude any other power or authority which is not specifically or expressly set forth in this Operating Agreement.

6.5. *Major Decisions.* Anything herein to the contrary notwithstanding, the Manager shall not take any action on behalf of the Company with respect to the following enumerated matters, without approval by the Sole Member:

a. consent to any liquidation, dissolution or winding up of the Company, or to consolidate or merge the Company into or with any other entity or entities, or to sell, mortgage or transfer all or substantially all its assets, or to enter into any other transaction or series of transactions the effect of which would be a change in control of the Company;

b. amend, alter or repeal this Operating Agreement or the Company's Articles of Organization;

c. file a voluntary petition for liquidation or reorganization under federal or state bankruptcy, insolvency or receivership laws; or

d. make any material change in the nature or character of the business of the Company as carried on at the Effective Date of this Operating Agreement.

6.6. *Removal, Resignation and Replacement of Manager.*

a. The Manager may be removed at any time, with or without cause, by the approval of the Sole Member.

b. The Manager may resign from such position at any time upon giving ninety (90) days' prior written notice to the Sole Member.

c. Any vacancy created by the removal, resignation, or dissolution of the Company shall be filled by appointment by the approval of the Sole Member.

6.7. *Compensation of Manager.* The Manager shall be entitled to receive compensation in such amount, and with such frequency of payment, as is equivalent to the amount that the Company would pay, from time to time, to a person or entity who or which is completely unrelated to the Company in consideration of all of the services provided to, or performed on behalf of, the Company by the Manager. In addition to the compensation provided for in this Section 6.7, the Manager shall be entitled to reimbursement of all reasonable out-of-pocket expenses incurred by it in the pursuit of the Company's business consistent with the provisions of this Agreement. Such reasonable expenses shall be deducted from the income of the Company in the same manner as any other operating expense in determining profits or losses.

6.8. *Reliance by Third Parties.* Any Person dealing with the Company or the Manager may rely upon a certificate signed by the Manager as to:

- a. the identity of the Manager or the Sole Member hereof;
- b. the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Manager or in any other manner germane to the affairs of the Company;
- c. the Persons who are authorized to execute and deliver any instrument or document of or on behalf of the Company; or
- d. any act or failure to act by the Company or as to any other matter whatsoever involving the Company or the Sole Member.

7. Bank Accounts, Books and Records, and Accounting Period.

7.1. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Sole Member shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

7.2. *Books and Records.* Pursuant to the Act, the Company shall keep at its principal office the following records:

- a. A copy of the Articles of Organization and all certificates of conversion, together with executed copies of any powers of attorney pursuant to which any articles of organization or certificates were executed.
- b. Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years.
- c. Copies of any then-effective operating agreement and any financial statements of the Company for the three (3) most recent years.

7.3. *Annual Accounting Period.* The annual accounting period and the taxable year of the Company shall be the calendar year commencing on January 1 and ending on December 31.

8. Capital Contributions; Membership Interest. The Sole Member has made or will make the contribution to the capital of the Company that is set forth in Exhibit A hereto. The Sole Member's initial percentage membership interest in the Company is also set forth on Exhibit A.

9. Additional Contributions. The Sole Member may, but shall not be obligated to, make such additional capital contributions to the Company as the Sole Member desires.

10. General Provisions.

10.1. *Applicable Law.* The construction, validity, and interpretation of this Operating Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Florida.

10.2. *Section Titles.* The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Operating Agreement or the intent of the provisions hereof.

10.3. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

10.4. *Separability of Provisions.* Each provision of this Operating Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Operating Agreement which are valid.

*[Signatures appear on the following page.]*



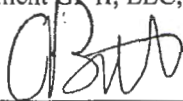
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Operating Agreement as of the Effective Date.

**COMPANY:**

**DFC SILVERLEAF 6, LLC**, a Florida limited liability company

By: DF Residential II, LP, a Delaware limited partnership, its Manager

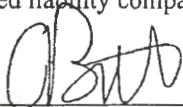
By: DF Management GP II, LLC, a Florida limited liability company, its General Partner

By:   
Name: Christopher Butler  
Title: Managing Member

**SOLE MEMBER:**

**DF RESIDENTIAL II, LP**, a Delaware limited partnership

By: DF Management GP II, LLC,  
a Florida limited liability company, its General Partner

By:   
Name: Christopher Butler  
Title: Managing Member

**EXHIBIT A**

<b>NAME AND ADDRESS OF SOLE MEMBER</b>	<b>AMOUNT OF CASH CONTRIBUTION</b>	<b>MEMBERSHIP PERCENTAGE</b>
DF RESIDENTIAL II, LP 14701 Philips Highway, Suite 200 Jacksonville, Florida 32256 Attn: Chris Butler	\$9,810,000.00	100%
<b>TOTAL:</b>	<b>\$9,810,000.00</b>	<b>100%</b>

**EXHIBIT B**

**Officers**

Christopher Butler  
Kyle Hudson  
C.H. Swan  
Nick Jangro

President  
Vice President  
Vice President  
Treasurer & Secretary