RESOLUTION  $\mathbf{BY}$ THE **BOARD** OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THREE EASEMENTS FOR UTILITIES, A BILL OF **FINAL** SALE, RELEASE  $\mathbf{OF}$ LIEN AND WARRANTY ASSOCIATED WITH THE WATER AND REUSE SYSTEMS TO **SILVER MEADOWS** ROAD LOCATED **OFF** SERVE SILVERLEAF PARKWAY.

#### **RECITALS**

WHEREAS, certain property owners have executed and presented to the County Easements for Utilities associated with the water and reuse systems to serve Silver Meadows Road, attached hereto as Exhibits "A", "B" and "C", incorporated by reference and made a part hereof; and

WHEREAS, Land Planners Development II, Inc., a Florida profit corporation, has executed and presented to the County a Bill of Sale with a Schedule of Values conveying all personal property associated with the water and reuse systems to serve Silver Meadows Road, attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, Davie Underground, Inc., a Florida profit corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Silver Meadows Road, attached hereto as Exhibits "E" and "F", 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 "G" 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 Easements 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, scriveners or administrative errors that <u>do not</u> 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 19th day of Movember, 2024.

Rendition Date NOV 19 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:\_

Krista Joseph, Chairman

ATTEST: Brandon J. Patty, Clerk of the

Circuit Court & Comptroller

Deputy Clerk



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

#### EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this \_\_\_\_\_ day of May, 2024, by Land Planners Development II, Inc., a Florida corporation, with an address of 50 Silver Forest Drive, Suite 200, St. Augustine, FL 32092, 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 and reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and/or reuse utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water 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.
- (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/or reuse utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.
- (d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.
- 2. (a) WATER SYSTEM The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.
- (b) 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.

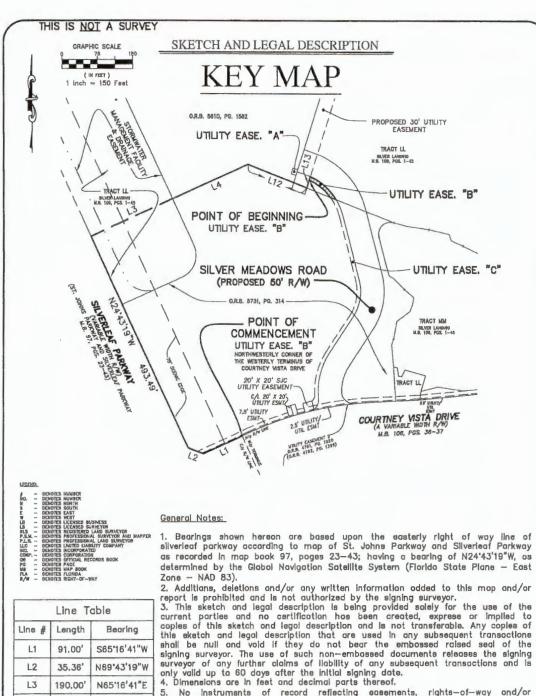
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered In the presence of:  Witness  Tania Ven Koog  Print Name	By: Kircherly Sloupa Its: Vice President
St. Augustine, FC 33093 Witness Address REQUIRED BUSINESS OR PERSONAL Witness Witness Shemy Kehoe Print Name	
50 Silver Forest Dr Ste 200  St. Augustine FL38092 Witness Address REQUIRED BUSINESS OR PERSONAL  STATE OF FLORIDA	
presence or $\square$ online notarization, this $\underline{1}$ da	wledged before me by means of physical ay of May, 2024, by - ce President for Land Planners
BEVERLY L. CUNNINGHAM  Notary Public  State of Florida  Comm# HH445328  Expires 11/20/2027	Notary Public  My Commission Expires: 11/20/2027

### EXHIBIT "A"

### EASEMENT AREA

Silverleaf Storage Utility Easement B as defined on attached dated 04/24/24 pages 1 through 3



	Line Table			
Line #	Length	Bearing		
L1	91.00'	565'16'41"W		
L2	35.36'	N69*43'19"W		
L3	190.00'	N65'16'41"E		
L4	176.57	N65'16'41"E		
L12	135.64	S68*23'49"E		
L13	17.77	N17'09'58"E		

as recorded in map book 97, pages 23-43; having a bearing of N24'43'19"W, as determined by the Globol Navigation Satellite System (Florida State Plane - East

5. No instruments of record reflecting easements, rights—of—way ond/or ownership were furnished to or pursued by the undersigned, other than those shown hereon. Eosements or restrictions of record other than those shown hereon may exist.

6. This sketch and legal description is only for the lands as described. It is not a certificate of title, zoning, easements or freedom of encumbrances.

7. This sketch and legal description is based on information as provided by the

client.

5

THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

#### Birchmier Construction

#### Silverleaf Storage - UTILITY Easement "B"

SCALE 1" = 150'	DATE 4/24/24	DRAWN	CALCED	CHECKED
JOB No. 2318-	-23-001			

#### BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS



1501 COUNTY ROAD 315, SUITE 106 GREEN COVE SPRINGS, FL 32043 (904) 284-2224 FAX (904) 284-2258 COPYRIGHT © 2024



I hereby certify that this Sketch and Legal Description complies with the latest Standards of Practice as set forth by the Fiorida Board of Professional Surveyors and Mappers, Chapter 53–17, Florida Administrative Code and is not valid without the signature and the original raised seal of a Fiorida licensed Surveyor and Mapper

> Illowce ( +) THOMAS P. HUGHES, JR.
> PROFESSIONAL LAND SURVEYOR
> STATE OF FLORIDA # L.S. 3507
> CERTIFICATE OF AUTHORIZATION No. LB 8991

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F: \LP23\Exchanler Construction - Siverleaf Storage\2318-23-001 Siverleaf

#### SKETCH AND LEGAL DESCRIPTION

UTILITY EASEMENT "B"

A PARCEL OF LAND BEING A PORTION OF TRACT "LL", AS DEPICTED ON SILVER LANDING, A PLAT RECORDED IN MAP BOOK 109, PAGES 1 THROUGH 45, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF THE WESTERLY TERMINUS OF COURTNEY WISTA DRIVE, AS DEPICTED ON THE PLAT THEREOF, RECORDED IN MAP BOOK 106, PAGES 36 AND 37, OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE EASTERLY RIGHT OF WAY LINE OF SILVERLEAF PARKWAY, A VARIABLE WIDTH RIGHT OF WAY AS DEPICTED ON ST. JOHNS PARKWAY AND SILVERLEAF PARKWAY, A PLAT RECORDED IN MAP BOOK 97, PAGES 23 THROUGH 43, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S65'16'41"W, 91.00 FEET; 2) N69'43'19"W, 35.36 FEET; 3) N24'43'19"W, 493.49 FEET; THENCE N65'16'41"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, 190.00 FEET TO A POINT LYING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN STORMWATER MANAGEMENT FACILITY & DRAINAGE EASEMENT, AS DEPICTED ON SAID SILVER LANDING, AND THE SOUTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 5610, PAGE 1582, THENCE ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 5610, PAGE 1582, THENCE ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 5610, PAGE 1582 THE FOLLOWING TWO (2) COURSES: 1) CONTINUE N65'16'41"E, 176.57 FEET, 2) S68'23'49"E AND ALONG THE PROLONGATION OF SAID SOUTHERLY LINE, 135.64 FEET TO A POINT ON THE NORTHERLY LINE OF OFFICIAL RECORDS BOOK 5731, PAGE 314 OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT ON THE EASTERLY LINE OF A 30 FEET UTILITY EASEMENT; THENCE ALONG SAID EASTERLY LINE N17'09'58"E, 17.77 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N17'09'58"E ALONG SAID LINE, 7.57 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 125.00 FEET, SAID POINT BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SILVER MEADOWS ROAD (A PROPOSED 50 FEET RIGHT OF WAY); THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF \$48"21"33"E, 73.72 FEET, AN ARC DISTANCE OF 74.84 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5731, PAGE 314; THENCE ALONG SAID NORTHERLY LINE N68"23"49"W, 13.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 117.50 FEET; THENCE DEPART SAID LINE AND RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N50"41"20"W, 58.25 FEET, AN ARC DISTANCE OF 58.86 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 502 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA.

NOTE:

THIS SURVEY CONSISTS OF MARKET (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

Birchmier Construction

Silverleaf Storage - UTILITY Easement "B"

#### BARTRAM TRAIL SURVEYING, INC.



LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258
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Prepared by: St. Johns County 500 San Sebastian View St. Augustine, FL 32084

#### EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this \_\_\_\_ day of May, 2024, by Land Planners Development II, Inc., a Florida corporation, with an address of 50 Silver Forest Drive, Suite 200, St. Augustine, FL 32092, 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 and reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and/or reuse utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water 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.
- (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/or reuse utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.
- (d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.
- 2. (a) WATER SYSTEM The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.
- (b) 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.

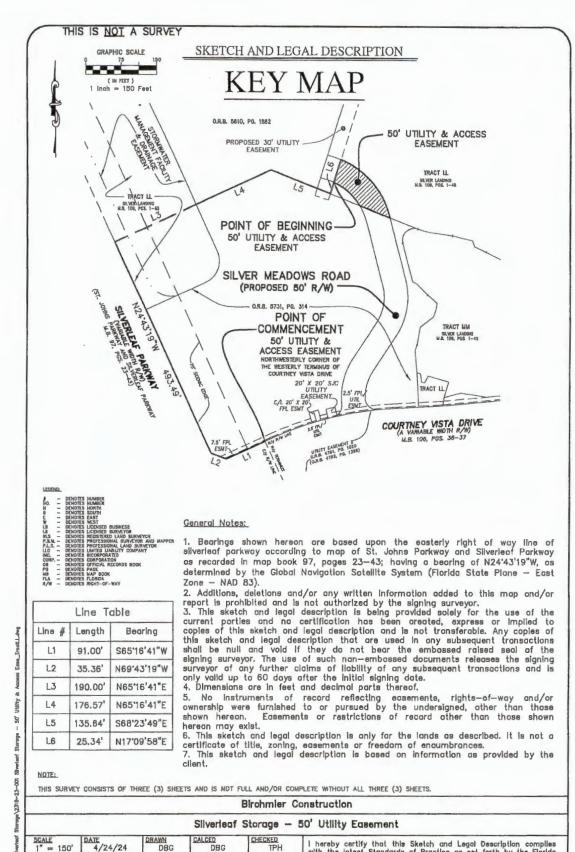
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered In the presence of:	. /
Witness	By: Simbuly Byan Its: Vice President
Tania Veu Rooj Print Name	
50 Silvertorest Dr. Ste 200	
St. Augustine FC 32092 Witness Address REQUIRED BUSINESS OR PERSONAL	
St Kelve Witness	
Slevy Kehoe Print Name	
50 Silver Forest Dr Ste 200	
St. Augustine FL 53092 Witness Address REQUIRED BUSINESS OR PERSONAL	
STATE OF FLORIDA COUNTY OF St Johns	
	wledged before me by means of physical
presence or online notarization, this 1 da	ay of <u>May</u> , 2024, by - ce President for <u>Land Planners</u>
Development II Inc.	- Ioi <u>Land Hamers</u>
BEVERLY L. CUNNINGHAM  Notary Public  State of Florida  Comm# HH445328  Expires 11/20/2027	Notary Public My Commission Expires: 11/20/2027

## EXHIBIT "A"

### EASEMENT AREA

Silverleaf Storage Utility 50' Utility Easement as defined on attached dated 04/24/24 pages 1 through 3



JOB No. 2318-23-001

4/24/24

#### BARTRAM TRAIL SURVEYING, INC. LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

DBG



1501 COUNTY ROAD 315, SUITE 106 GREEN COVE SPRINGS, FL 32043 (904) 284-2224 FAX (904) 284-2258 COPYRIGHT © 2024



I hereby certify that this Sketch and Legal Description compiles with the lotest Standards of Practice as set forth by the Florida Board of Prafessional Surveyors and Mappers, Chapter 54-17, Florida Administrative Code and is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper. Thomas P Hughes

THOMAS P. HUGHES, JR. PROFESSIONAL LAND SURVEYOR STATE OF FLORIDA # L.S. 3507 CERTIFICATE OF AUTHORIZATION No. LB 6991

#### SKETCH AND LEGAL DESCRIPTION

50' UTILITY & ACCESS EASEMENT

A PARCEL OF LAND BEING A PORTION OF TRACT "LL", AS DEPICTED ON SILVER LANDING, A PLAT RECORDED IN MAP BOOK 109, PAGES 1 THROUGH 45, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF THE WESTERLY TERMINUS OF COURTNEY VISTA DRIVE, AS DEPICTED ON THE PLAT THEREOF, RECORDED IN MAP BOOK 106, PAGES 36 AND 37, OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE EASTERLY RIGHT OF WAY LINE OF SILVERLEAF PARKWAY, A VARIABLE WIDTH RIGHT OF WAY AS DEPICTED ON ST. JOHNS PARKWAY AND SILVERLEAF PARKWAY, A PLAT RECORDED IN MAP BOOK 97, PAGES 23 THROUGH 43, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S65'16'41"W, 91.00 FEET; 2) N69'43'19"W, 35.36 FEET; 3) N24'43'19"W, 493.49 FEET; THENCE N65'16'41"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, 190.00 FEET TO A POINT LYING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN STORMWATER MANAGEMENT FACILITY & DRAINAGE EASEMENT, AS DEPICTED ON SAID SILVER LANDING, AND THE SOUTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 5610, PAGE 1582, THENCE ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 5610, PAGE 1582 THE FOLLOWING TWO (2) COURSES: 1) CONTINUE N65'16'41"E, 176.57 FEET, 2) S68'23'49"E AND ALONG THE PROLONGATION OF SAID SOUTHERLY LINE, 135.64 FEET TO A POINT ON THE NORTHERLY LINE OF OFFICIAL RECORDS BOOK 5731, PAGE 314 OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT ON THE EASTERLY LINE OF A 30 FEET UTILITY EASEMENT; THENCE ALONG SAID EASTERLY LINE N17'09'58"E, 25.34 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N17'09'58"E ALONG SAID LINE, 50.29 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 175.00 FEET; THENCE DEPART SAID LINE AND RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF \$40'54'37"E, 157.26 FEET, AN ARC DISTANCE OF 163.10 FEET; THENCE \$14'12'40"E, 3.48 FEET TO A POINT LYING ON THE NORTHERLY LINE OF LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5731, PAGE 314; THENCE N58'23'49"W ALONG SAID LINE, 68.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 125.00 FEET; THENCE DEPART SAID LINE AND RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N48'21'33"W, 73.72 FEET, AN ARC DISTANCE OF 74.84 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 6,092 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA.

NOTE:

THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (J) SHEETS.

Birchminer Construction

Sliverleaf Storage — 50' Utility Easement

#### BARTRAM TRAIL SURVEYING, INC.



LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106

GREEN COVE SPRINGS, FL 32043

(904) 284-2224 FAX (904) 284-2258

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

#### **EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 18th day of \_\_\_\_\_\_, 2024, by The Church of Jesus Christ of Latter-Day Saints, a Utah Corporation sole, with an address of 50 E. North Temple Street, 12th Floor, Salt Lake City, UT 84150, 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 and reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and/or reuse utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. 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 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 Grantce, 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/or reuse utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.
- (d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.
- 2. (a) WATER SYSTEM The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.
- (b) 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.

Ciarral application 4
Signed, sealed and delivered In the
presence of:
Amber & Ilelle
Witness
Kindard Cl
Kimber L. Schuenman
Print Name
50 E. NorthTemple St.
SLC, UTAH 84150
Witness Address REQUIRED BUSINESS OR PERSONAL
Alta Ringer
Witness
Ireta Ringer
Print Name
50 E. North Temple St.
SLC, UT 84150
Witness Address REQUIRED BUSINESS OR PERSONAL

## STATE OF UTAH COUNTY OF Salt Lake

The foregoing instrument was	acknowledged before me by means
of Mphysical presence or □ online no	otarization, this 18 day of
June, 2024, by	
Joseph D. Lowe The Church of Jesus Chris	AUTHORIZED AGENT
for a Utah Corporation sole.	ot of Eattor-day Guintag
JONENA B ROWLEY Notary Public State of Utah My Commission Expires on: May 18, 2026 Comm. Number: 724810	Notary Public My Commission Expires:5.18-26

<u>Personally Known</u> or Produced Identification Type of Identification Produced

Date:

08/10/2022

Receipt Number: 9576219 Amount Paid: \$17,00

RECEIVED

AUG 10 2022

#### CERTIFICATE OF AUTHORITY

Ulah Div. of Com. & Comm. Code

I, RUSSELL M. NELSON, do hereby certify (a) that I am the President of The Church of Jesus Christ of Latter-day Saints, a global Christian faith and spiritual body, and by virtue of such office I am the incumbent of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints; (b) that I am the person designated in the Articles of Incorporation of said corporation to sign and execute deeds and other instruments in writing and transact all business of said corporation pursuant to the provisions of Section 16-7-8 of the Utah Code Annotated, 1953, as amended; and (e) that, pursuant to said Section 16-7-8, I hereby designate and appoint JOSEPH D. LOWE as an agent authorized and empowered for and in behalf of said corporation sole to take the following actions for transactions whose dollar value does not exceed \$5,000,000:

- To execute deeds, easements and other instruments, purchase, sale, architectural, construction, (1) repair, maintenance and other contracts, promissory notes, mortgages, bills of sale, assignments, notices, reports, title documents and other documents relating to the acquisition, purchase, sale, exchange, development, use, lease, maintenance, repair, improvement, taxation, encumbrance and release thereof, or other disposition of real and personal property of any kind;
- To execute, file and prosecute building permit applications, petitions, complaints and protests (2)relating to real and personal property of any kind; and
- (3)To execute instruments, proxies, voting trusts, voting agreements and other documents relating to water rights and stock in water, canal and irrigation companies.

DATED and EXECUTED this  $\frac{9}{2}$  day of August, 2022 at Salt Lake City, Utah.

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole.

Russell M. Nelson, Incumbent

UNITED STATES OF AMERICA STATE OF UTAH

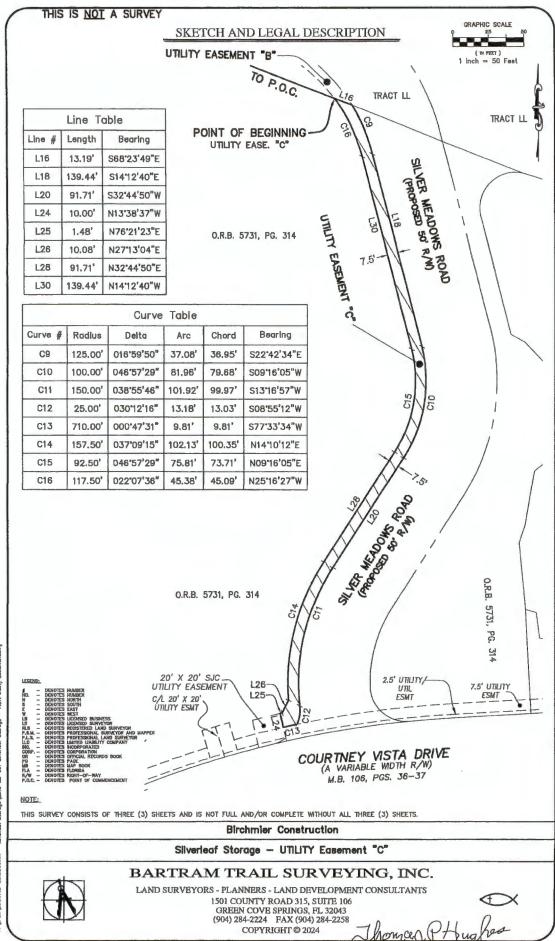
COUNTY OF SALT LAKE

On the 4 day of August, 2022, personally appeared before me, Russell M. Nelson, personally known to me to be the President of The Church of Jesus Christ of Latter-day Saints, and acknowledged to me that he signed the foregoing instrument as the incumbent of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Heather Morgan stary Public, State of Utah Commission # 712069 Principle growing party Hay 19, 2021

### EXHIBIT "A"

### EASEMENT AREA



P. LP2X\Birchmier Construction — Streeted Storege\2318-23-001 Siverted Storege - 7.5fd

UTILITY EASEMENT "C"

A PARCEL OF LAND BEING A PORTION OF OFFICIAL RECORDS BOOK 5731, PAGE 314 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACT "LL", AS DEPICTED ON SILVER LANDING, A PLAT RECORDED IN MAP BOOK 109, PAGES 1 THROUGH 45, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF THE WESTERLY TERMINUS OF COURTNEY VISTA DRIVE, AS DEPICTED ON THE PLAT THEREOF, RECORDED IN MAP BOOK 106, PAGES 36 AND 37, OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE EASTERLY RIGHT OF WAY LINE OF SILVERLEAF PARKWAY, A VARIABLE WIDTH RIGHT OF WAY AS DEPICTED ON ST. JOHNS PARKWAY AND SILVERLEAF PARKWAY, A PLAT RECORDED IN MAP BOOK 97, PAGES 23 THROUGH 43, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S65'16'41'W, 91.00 FEET; THENCE NIGHTS'41'B DEPARTING SAID EASTERLY SAID FACTORY. ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) \$65-16'41"W, 91.00 FEET; 2) N69'43'19"W, 35.36 FEET; 3) N24'43'19"W, 493.49 FEET; THENCE N65'16'41"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, 190.00 FEET TO A POINT LYING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN STORMWATER MANAGEMENT FACILITY & DRAINAGE EASEMENT, AS DEPICTED ON SAID SILVER LANDING, AND THE SOUTHWEST CORNER OF OFFICIAL RECORDS BOOK 5610, PAGE 1582 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 5610, PAGE 1582 THE FOLLOWING TWO (2) COURSES: 1) CONTINUE N65'16'41"E, 176.57 FEET, 2) \$68"23'49"E AND ALONG THE PROLONGATION OF SAID SOUTHERLY LINE, 189.76 FEET TO A POINT ON THE NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 5731, PAGE 314 AND THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTHERLY LINE S68'23'49"E, 13.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 125.00 FEET, SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SILVER MEADOWS ROAD (A PROPOSED 50 FEET RIGHT OF WAY); THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: WAY); THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES

1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF

S22'42'34"E, 36.95 FEET, AN ARC DISTANCE OF 37.08 FEET; 2) S14'12'40"E, 139.44 FEET TO THE POINT OF

CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 100.00 FEET; 3) SOUTHERLY

ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF S09'16'05"W, 79.68

FEET, AN ARC DISTANCE OF 81.96 FEET; 4) S32'44'50"W, 91.71 FEET TO THE POINT OF CURVATURE OF A

CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 150.00 FEET; 5) SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF \$13"16"57"W, 99.97 FEET, AN ARC DISTANCE OF 101.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET; 6) SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOB'55'12"W, 13.03 FEET, AN ARC DISTANCE OF 13.18 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 710.00 FEET, SAID POINT ALSO NON—TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 710.0D FEET, SAID POINT ALSO BEING A POINT LYING ON THE NORTHERLY LINE OF THAT CERTAIN 7.5' UTILITY EASEMENT OF SAID TRACT LL; THENCE WESTERLY ALONG SAID LINE AND ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF 577'33'34"W, 9.81 FEET, AN ARC DISTANCE OF 9.81 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN 20'X20' SJC UTILITY EASEMENT OF SAID TRACT LL; THENCE ALONG SAID LINE N13"38"37"W, 10.00 FEET; THENCE DEPART SAID LINE N76'21'23"E, 1.48 FEET; THENCE N27'13'04"E, 10.08 FEET TO A POINT ON A NON—TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 157.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N14"10'12"E, 100.35 FEET, AN ARC DISTANCE OF 102.13 FEET; THENCE N32"44'50"E, 91.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 92.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N09"16'05"E, 73.71 FEET, AN ARC DISTANCE OF 75.81 FEET; THENCE N14"12'40"W, 139.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 117.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING OF THE PARCEL N25'16'27"W, 45.09 FEET, AN ARC DISTANCE OF 45.3B FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 3,585 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA.

NOTE:

THIS SURVEY CONSISTS OF WHEE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

Birchmier Construction

Silverleaf Storage - UTILITY Easement "C"

#### BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS 1501 COUNTY ROAD 315, SUITE 106

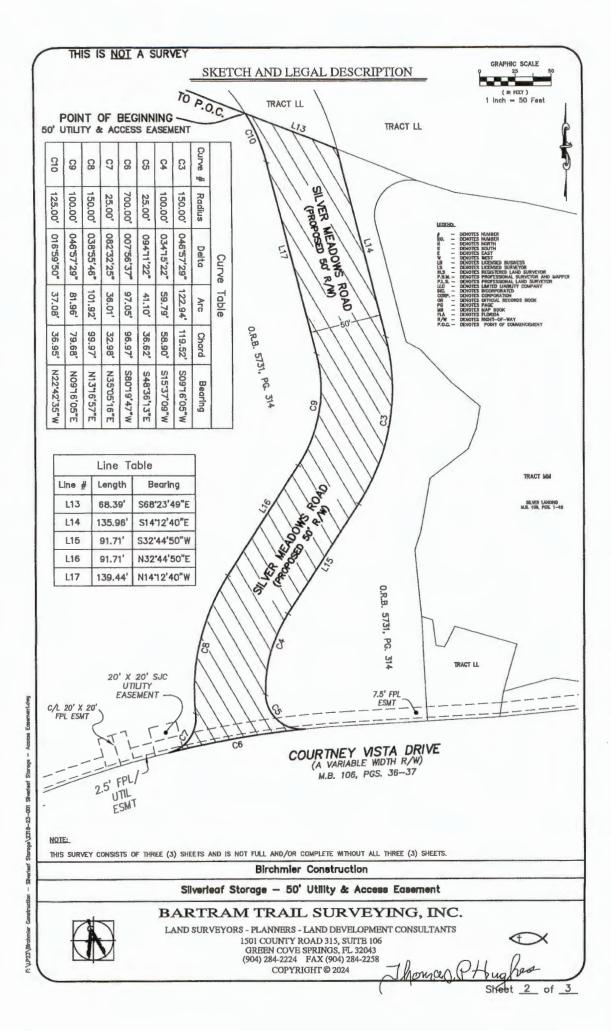
GREEN COVE SPRINGS, FL 32043 (904) 284-2224 FAX (904) 284-2258 COPYRIGHT © 2024

Thomas Pt

Jeffy 7.5R



# EXHIBIT "B" INGRESS/EGRESS AREA



50' UTILITY & ACCESS EASEMENT

A PARCEL OF LAND BEING A PORTION OF OFFICIAL RECORDS BOOK 5731, PAGE 314 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACT "LL", AS DEPICTED ON SILVER LANDING, A PLAT RECORDED IN MAP BOOK 109, PAGES 1 THROUGH 45, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF THE WESTERLY TERMINUS OF COURTNEY VISTA DRIVE, AS DEPICTED ON THE PLAT THEREOF, RECORDED IN MAP BOOK 106, PAGES 36 AND 37, OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE EASTERLY RIGHT OF WAY LINE OF SILVERLEAF PARKWAY, A VARIABLE WIDTH RIGHT OF WAY AS DEPICTED ON ST. JOHNS PARKWAY AND SILVERLEAF PARKWAY, A PLAT RECORDED IN MAP BOOK 97, PAGES 23 THROUGH 43, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S65°16'41"W, 91.00 FEET; 2) N69'43'19"W, 35.36 FEET; 3) N24'43'19"W, 493.49 FEET; THENCE N65'16'41"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, 190.00 FEET TO A POINT LYING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN STORMWATER MANAGEMENT FACILITY & DRAINAGE EASEMENT, AS DEPICTED ON SAID SILVER LANDING, AND THE SOUTHWEST CORNER OF OFFICIAL RECORDS BOOK 5610, PAGE 1582 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 5610, PAGE 1582 THE FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF THE WESTERLY TERMINUS OF FOLLOWING TWO (2) COURSES: 1) CONTINUE N65"16"41"E, 176.57 FEET, 2) S68"23"49"E AND ALONG THE PROLONGATION OF SAID SOUTHERLY LINE, 202.94 FEET TO A POINT ON THE NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 5731, PAGE 314 AND THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTHERLY LINE S68°23'49"E, 68.39 FEET; THENCE DEPART SAID LINE S14'12'40"E, 135.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF S09'16'05"W, 119.52 FEET, AN ARC DISTANCE OF 122.94 FEET; THENCE BEARING AND DISTANCE OF S0916 05 W, 119.52 FEET, AN ARC DISTANCE OF 122.94 FEET; THENCE S32\*44\*50\*W, 91.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF S15\*37\*09\*W, 58.90 FEET, AN ARC DISTANCE OF 59.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF \$48\*36\*13\*E, 36.62 FEET, AN ARC DISTANCE OF 41.10 FEET TO A POINT OF CUSP, SAID POINT BEING A CONTROL OF A MARC DISTANCE OF 41.10 FEET TO A POINT OF CUSP, SAID POINT BEING A CONTROL OF A MARC DISTANCE OF 41.10 FEET TO A POINT OF CUSP, SAID POINT BEING A CONTROL OF A MARC DISTANCE OF 41.10 FEET TO A POINT OF CUSP, SAID POINT BEING A CONTROL OF A MARC DISTANCE OF 41.10 FEET TO A MARC DISTANCE OF A MARC DISTANCE OF 41.10 FEET TO A MARC DISTANCE OF OF S48'36'13"E, 36.62 FEET, AN ARC DISTANCE OF 41.10 FEET TO A POINT OF CUSP, SAID POINT BEING A POINT LYING ON THE NORTHERLY LINE OF COURTNEY VISTA DRIVE (A VARIABLE WIDTH R/W) ACCORDING TO PLAT OF COURTNEY VISTA DRIVE AS RECORDED IN MAP BOOK 106, PAGE 37, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT ON A NON—TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 700.00 FEET; THENCE WESTERLY ALONG SAID LINE AND ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF 580'19'47"W, 96.97 FEET, AN ARC DISTANCE OF 97.05 FEET TO A POINT OF CUSP, SAID POINT BEING A POINT ON A NON—TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET; THENCE DEPART SAID LINE AND RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N35'05'16"E, 32.98 FEET, AN ARC DISTANCE OF 36.01 FEET TO A POINT OF CUSP, SAID POINT BEING A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N13'16'57". 99.97 FEET. AN ARC DISTANCE OF 101.92 SUBTENDED BY A CHORD BEARING AND DISTANCE OF N1316'57"E, 99.97 FEET, AN ARC DISTANCE OF 101.92 FEET; THENCE N32'44'50"E, 91.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NO9'16'05"E, 79.68 FEET, AN ARC DISTANCE OF 81.96 FEET; THENCE N14'12'40"W, 139.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 125.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N22'42'35"W, 36.95 FEET, AN ARC DISTANCE OF 37.08 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 22,972 SQUARE FEET OR 0.53 ACRES, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA,

NOTE:

THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT ALL THREE (3) SHEETS.

Birchmier Construction

Silverleaf Storage - 50' Utility & Access Easement

#### BARTRAM TRAIL SURVEYING, INC.



LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106 GREEN COVE SPRINGS, FL 32043 (904) 284-2224 FAX (904) 284-2258

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F: \LP23\Birchmia

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

PROJECT: Silverleaf Roadway RWCONST 22-11

Land Planners Development II Inc., 50 Silver Forest Drive, Suite 200, St Augustine, FL 32092
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.
THE NUMBER OF A Sellen beautiful for the first second of the second of t
IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by
its duly authorized office on this 30 of April , 2024.
WINDS ON THE OWNER OF THE OWNER O
WITNESS: OWNER:
Sho Kebel Kimberly SBryan
Six were sometiments
Witness Signature Owner Signature
Slem Keha Kimberiy S Bryan, VP
Witness Print Name Owner Print Name
STATE OF Florida
COUNTY OF St Johns
The Complete State of
The foregoing instrument was acknowledged before me by means of XX physical presence or
online notarization, this 30 day of April , 20 24 , by Kimberly S Byran as Vice President for
Land Planners Development II, Inc.
Querly L Curried an
Notary Public .
My Commission Expires: 11/20/2027
Personally Known or Produced Identification
Type of Identification Produced BEVERLY L. CUNNINGHAM
Notary Public
State of Florida
Comm# HH445328
#CE 1910 Expires 11/20/2027

ST. JOH	NS COUNTY UTI	ITY DEPART	MENT	
	ASSET MANA			
SC	HEDULE OF VAL	UES - WATER	1	
Project Name:	Sizve	RLEAR	ROADLING	
Contractor:	DaviE	CLEAR ROADLING INC		
Developer:				
	UNIT	QUANITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)	4			
8" DR18 PVC	LF	552	\$ 15.00	\$ 8280 -
6" DR18 RIC	LF	41	\$ 1200 -	\$ 492 0
10" HOPE	LF	39	\$ 180 -	\$ 702 0
2" Poly	LF	43	\$ 7.00-	\$ 301.00.
	LF		\$ -	\$ -
Water Valves (Size and Type)				
Le" GATE VALVE	Ea	2	\$ 750.4	\$ 1500 -
8" GATE VALVE	Ea	3	\$ 920 -	\$ 2760 4
8" TADDING VOLVE	Ea	1	\$ /100 4-	\$ //00.00
4" GATE VALVE	Ea	1	\$ 580 12	\$ 580 5
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)	1			
FIRE HYD 6"	Ea	/	\$ 2800 0-	\$ 2800 =
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)	1			
6" FIREMPIN	Ea	1	\$ 2500 "	\$ 2.500 43
Z' WATER	Ea	1	\$ 950 4	\$ 950 0.
11/2 WATER	Ea	1	\$ 750 0	\$ 750 4 -
	De !		0	0

Ea Ea

\$

\$22,715 4

\$ Total Water System Cost

	COUNTY UTIL ASSET MANA OF VALUES - F	EEMENT		
Project Name:	Silver	LERG	Production	
Contractor:	DAVIE	UNDERL	RODDING TOLL	
Developer:				
	UNIT	QUANITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
7" Poly	LF	79	\$ 7.4-	\$ 553 0
4" DR 18 Ric	LF	601	\$ 10.00-	\$ 6,0100
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
Z" GOTE VALUE	Ea	2	\$ 50.0	\$ 1000
2" GOTE VALUE 4" TAPPING VALUE	Ea	1	\$ 750 0.	\$ 750-
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
2" 18/4	Ea	2	\$ 950 4	\$ 19000
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
		Total Re	euse System Cost	\$ 9,313 0-



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

CONDA 47 FIRST STORE	
The undersigned lienor, in consideration of the sum	2,028.00
hereby waives and releases its lien and right to claim a lien fo materials furnished through	
May 14 2024 to 6	AND PLANNERS DENELOPMENT 11 INC
Date	(Developer's/Owner's Name)
to the following described property: /34 Silver	MEADOW
"SEE EXHIBIT A SCHEDULE OF VALUES FOR	
PROJECT NAME SICVERLESS ROSCIUSION Note: The description listed should match the description listed	7 ed 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 the	his instrument to be duly executed and delivered by its duly
authorized office on this day of	MAY ,20 Zet.
WITNESS: CO	ONTRACTOR: Some
Witness Signature	Lienor's Signature  David R. Bruno
Print Witness Name	Print Lienor's Name
Print witness Name	Fint Lienor's Name
STATE OF FURIDA	
COUNTY OF DUVINE	
The foregoing instrument was acknowledged before	me by means of physical presence or online
natorigation this	20.24 hv
DAVID R. BRUNO as	V. ?: for
DAVIS UNDERGROUND INC	
	Thoma TR
	Notary Public
	My Commission Expires:
Personally Known or Produced Identification Type of Identification Produced	THOMAS C. PRINCE Commission # HH 092922 Expires June 14, 2025
County of Duval, State of Florida (Personally Known To Me)	Bonded Thru Troy Fain Insurance 800-385-7019

ST. JOH	NS COUNTY UT	TILITY DEPART	MENT	
	ASSET MAN	11		
SC	i	ALUES - WATE	R	
			_	
Project Name:	5,21	IER LEAF	ROADLING	
Contractor:	DAVIE UNDERGROUND INC		SAIL CHUOS	
Developer:				
	UNIT	QUANITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)	OTTAL	40777	J GAM COD!	
8" Di218 Mc	LF	552	\$ 15.00	\$ 8280 -
6" DR18 RIC	LF	41	\$ 124 -	\$ 492 00
10" HOPE	LF	39	\$ 180 -	\$ 702 4
2" Poly	LF	43	\$ 7.00	\$ 301.00-
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6" GATE VALVE	Ea	2	\$ 750.4	\$ 1500 -
8" GATE VALVE	Ea	3	\$ 920 -	\$ 2760 0
8" TADOMG VALVE	Ea		\$ //00 4-	\$ //40.00
8" TADDING VALVE 4" GATE VALVE	Ea	1	\$ 580 0	\$ 580 "
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
FIRE HAYD 6"	Ea	1	\$ 2800 0-	\$ 2800 =
/	Ea	1	\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)		5		
6" FIREMAIN	Ea	1	\$ 2500 -	\$ 2500 0
Z' WATER	Ea	1	\$ 950 4	\$ 950 0.
11/2 WATER	Ea	1	\$ 750 00	\$ 750 4 -
	Ea	2	\$ -	\$ -
		Total Wat	er System Cost	\$22,715 0

	COUNTY UTIL ASSET MANA OF VALUES - F	CEMENT		
Project Name:	Silver	1506	Prairie	
Contractor:	1) AV 16	DAWER	ROPDING TOLL	
Developer:		G/GD C		
	UNIT	QUANITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
Z" Poly	LF	79	\$ 7.4-	\$ 553 0
4" DR 18 Ric	LF	601	\$ 10.00-	\$ 6,0100
	LF		\$ -	\$ -
	LF	1	\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
Z" GATE VALUE	Ea	2	\$ 50.4	\$ 1000
4" TAPPING VALUE	Ea	1	\$ 750 0.	\$ 750-4
"	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Sevices (Size and Type)				
2" 1814	Ea	2	\$ 950 4	\$ 19000
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
		Total Re	euse System Cost	\$ 9.3/3 0-

## ST. JOHNS COUNTY UTILITY DEPARTMENT 3E – CLOSEOUT - WARRANTY

Date:	4/29/2024	
Project Title:	Silverleaf Storage Roadway	
FROM:	Davie Underground Inc.	
Address:	Contractor's Name	_
	PO Box 512	_
	Callahan, FL. 32011	_
		_
TO:	St. Johns County Utility Departmen Post Office Box 3006 St. Augustine, Florida 32085	t
defects in mat	erial and workmanship for a period of	f (1) year from the date of acceptance of the project its arising with that period at its expense.
	ects shall not be construed as embraci wear and tear or failure to follow ope	ng damage arising from misuse, negligence, Acts of rating instructions.
Contractor:		
David R. Bru	ino	1 - 1 - 3
Print Contract	tor's Name Contr	actor's Signature
STATE OF	Florida	
COUNTY OF	Duval	
The foregoing	g instrument was acknowledged before	e me by means of X physical presence or
on-line notarization, this 29 day of April , 2024 , by		
David R Bru	as	VP for
Davie Under	ground inc.	
		Notary Public My Commission Expires: 6/14/26
	nown or Produced Identification ification Produced	THOMAS C. PRINCE Commission # HH 092922 Expires June 14, 2025 Bonded Thru Troy Fain Insurance 800-385-7019
	County of Duval, State of Florida (Personally Known To Me)	



## ST. JOHNS COUNTY UTILITIES

1205 State Road 16 St. Augustine, Florida 32084

#### INTEROFFICE MEMORANDUM

TO:

David Kaufman, Real Estate Manager

FROM:

Melissa Caraway, Utility Review Coordinator

DATE:

October 17, 2024

SUBJECT:

Silver Meadows Road (ASBULT 2024000103)

St. Johns County Utility Department has reviewed and approved the Easements, Bill of Sale, Schedule of Values, Release of Lien, and Warranty. Please present the documents to the Board of County Commissioners (BCC) for final approval and acceptance of Silver Meadows Road.

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.







2023 Aerial Imagery

Date: 10/23/2024

Silver Meadows Road

Easements, Bill of Sale, Final Release of Lien and Warranty



Land Management Systems

(904) 209-0798

<u>Disdaimer:</u>
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.