

RESOLUTION NO. 2024-550

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH THE WATER SYSTEM TO SERVE WHISPER CREEK PHASE 11 UNIT A LOCATED OFF TRAILMARK DRIVE.**

**RECITALS**

**WHEREAS**, Richmond American Homes of Florida, LP, a foreign limited partnership, has executed and presented to the County an Easement associated with the water system to serve Whisper Creek Phase 11 Unit A, attached hereto as Exhibit “A”, 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 “B” 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 is hereby accepted by the Board of County Commissioners.


Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

PASSED AND ADOPTED this 17<sup>th</sup> day of December, 2024.

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

Rendition Date DEC 17 2024

By:   
Krista Joseph, Chair

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

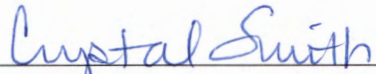
  
Deputy Clerk



Exhibit "A" to the Resolution  
**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 28<sup>th</sup> day of October , 2024 by Richmond American Homes of Florida, LP, with an address of 10255 Fortune Pkwy, Suite 150, Jacksonville, FL 32255, 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 meters 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 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 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. WATER SYSTEM - The Grantee shall maintain water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.

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

WITNESS

By: [Signature]  
Its: VP Land & Forward Planning



Lindsey Fedick  
Print Name

10255 Fortune Pkwy

Ste 150, Jax, FL 32256  
Witness Address REQUIRED BUSINESS OR PERSONAL

[Signature]  
Witness

WITNESS

Mark Iskandar  
Print Name

10255 Fortune Pkwy

Ste 150, JAX, FL 32256  
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA  
COUNTY OF Deval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of

October, 2024, by

Alex Allison as VP of Land & Forward Planning  
for Richmond American Homes.



TERESAL COLE  
Commission # HH 099745  
Expires May 18, 2025  
Bonded Thru Budget Notary Services

Teresal Cole  
Notary Public  
My Commission Expires: 5/18/2025

Personally Known or Produced Identification  
Type of Identification Produced

EXHIBIT "A"

EASEMENT AREA

THAT PARTICULAR 2.5 FOOT WIDE ST. JOHNS COUNTY UTILITY EASEMENT (2.5' S.J.C.U.E) ON LOT 172, AS SHOWN ON THE PLAT OF WHISPER CREEK PHASE 11 UNIT A, RECORDED IN MAP BOOK 117, PAGES 86 THROUGH 97, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

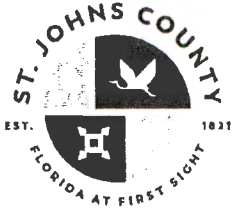


Exhibit "B" to the Resolution

**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:** David Kaufman, Real Estate Manager  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**DATE:** October 30, 2024  
**SUBJECT:** Whisper Creek Phase 11 Unit A (ASBULT 2023000083)

St. Johns County Utility Department has reviewed and approved the Easement. Please present the document to the Board of County Commissioners (BCC) for final approval and acceptance of Whisper Creek Phase 11 Unit A.

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.



2024 Aerial Imagery

Date: 11/8/2024

Whisper Creek  
Phase 11 Unit A

Easement



Land Management  
Systems

(904) 209-0798

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 herein.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Partnership

RICHMOND AMERICAN HOMES OF FLORIDA, LP

### Filing Information

<b>Document Number</b>	B03000000280
<b>FEI/EIN Number</b>	02-0701603
<b>Date Filed</b>	08/14/2003
<b>State</b>	CO
<b>Status</b>	ACTIVE
<b>Last Event</b>	CANCEL ADM DISS/REV
<b>Event Date Filed</b>	09/25/2006
<b>Event Effective Date</b>	NONE

### Principal Address

10255 FORTUNE PKWY  
BLDG 500, STE 150  
JACKSONVILLE, FL 32256

Changed: 09/10/2019

### Mailing Address

4350 SOUTH MONACO STREET  
SUITE 500  
DENVER, CO 80237

Changed: 04/30/2010

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 11/24/2004

Address Changed: 11/24/2004

### General Partner Detail

#### **Name & Address**

Document Number F03000004056

RAH OF FLORIDA, INC.  
10255 Fortune Parkway, Bldg. 500, Suite 150  
Jacksonville, FL 32256

### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	03/10/2022
2023	03/15/2023
2024	04/22/2024

### **Document Images**

<a href="#">04/22/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/15/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/10/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/19/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/26/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/09/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/16/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/14/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/25/2006 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/31/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/24/2004 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">05/04/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/14/2003 -- Foreign LP</a>	<a href="#">View image in PDF format</a>

### CERTIFICATE OF RESOLUTION

I, Joseph H. Fretz, as Secretary of RAH of Florida, Inc., a Colorado corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 15, 2024, and that such resolutions are in full force and effect as of the date of the Certificate of Resolution.

**WHEREAS**, the Company is the general partner of Richmond American Homes of Florida, LP ("Florida LP"); now, therefore, be it

**RESOLVED**, that the Company hereby appoints Stuart A. Allison ("Alex Allison") as Vice President – Land & Forward Planning (Jacksonville Division), effective January 27, 2024, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

**FURTHER RESOLVED**, that Stuart A. Allison ("Alex Allison"), as an officer of the Company, is authorized hereby to enter into and execute and deliver, on behalf of the Company and the Florida LP, any and all documents necessary or advisable in connection with the Florida LP's business of building and selling homes.

RAH of Florida, Inc., a Colorado corporation

DocuSigned by:  
By Joseph H. Fretz  
Joseph H. Fretz, Secretary

Executed at Denver, Colorado: February 15, 2024