

RESOLUTION NO. 2025- 299

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND CLOSEOUT WARRANTY ASSOCIATED WITH THE WATER SYSTEM TO SERVE REVERIE AT SILVERLEAF AMENITY CENTER.

RECITALS

WHEREAS, Florida Landbank LLC., a Florida limited liability company has executed and presented to the County an Easement for Utilities associated with the water system to serve Reverie at Silverleaf Amenity Center, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Florida Roads Contracting, Inc., has executed and presented to the County a Closeout Warranty for work performed at Reverie at Silverleaf Amenity Center, attached hereto as Exhibits “B”, 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 “C” 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 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 Easement for Utilities and file the Closeout Warranty in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 2nd day of September, 2025.

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

Rendition Date SEP 02 2025

By: 
Krista Joseph, Chair

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

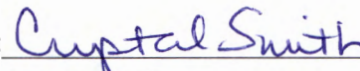
By: 
Deputy Clerk



Exhibit "A" to the Resolution

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30 day of January, 2025 by Florida Landbank LLC, with an address of 50 Silver Forest Drive, suite 200, Saint 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water meter 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 meter 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 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.

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 768.28 Florida Statutes, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence. Grantee's obligations are limited as set forth in section 768.28, Florida Statutes, and nothing in this Easement shall be construed to extend the liabilities of Grantee beyond that provided in section 768.28, Florida Statutes or be deemed as a waiver of Grantee's sovereign immunity beyond that provided in section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

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 company seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

David S Chauncey
Witness Signature
Tania S Chauncey
Print Name

By: *Kimberly S Bryan*

Print Name: Kimberly S Bryan

Title: Vice President of Hutson Management Inc.
as Manager for Florida Landbank LLC

50 Silver Forest Dr #200

St Augustine, FL 32092
Witness Address REQUIRED BUSINESS OR PERSONAL

Beverly L Cunningham
Witness Signature
Beverly L. Cunningham
Print Name

50 Silver Forest Dr #200

St Augustine, FL 32092
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF Florida
COUNTY OF St Johns

The foregoing instrument was acknowledged before me before me by means of X physical presence or online notarization, this 30 day of January, 2025, by Kimberly S Bryan, who is Vice President of Hutson Management Inc as Manager for Florida Landbank, LLC. Such person is personally known to me or has produced _____ as identification.



BEVERLY L. CUNNINGHAM
Notary Public
State of Florida
Comm# HH445328
Expires 11/20/2027

Beverly L Cunningham
Notary Public
My Commission Expires: 11/20/2027

EXHIBIT "A"
EASEMENT AREA

February 12, 2024

Work Order No. 22-390.02

File No. 129A-36.02A

Utility Easement 1

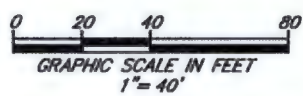
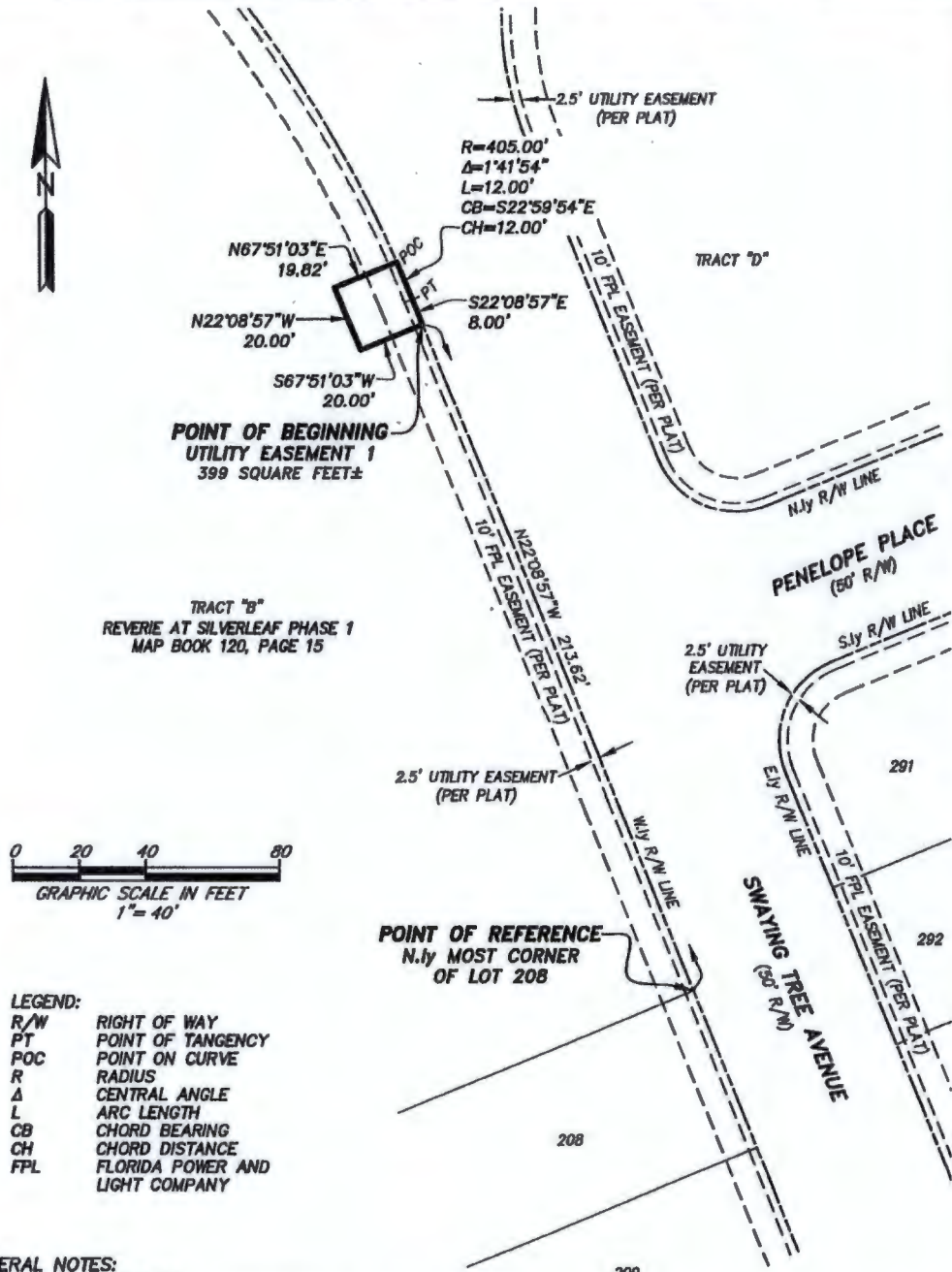
A portion of Tract "B", as depicted on Reverie at Silverleaf Phase 1, a plat recorded in Map Book 120, page 15, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northerly most corner of Lot 208, said Reverie at Silverleaf Phase 1, said corner lying on the Westerly right of way line of Swaying Tree Avenue, a 50 foot right of way as presently established; thence North 22°08'57" West, along said Westerly right of way line, 213.62 feet to the Point of Beginning.

From said Point of Beginning, thence South 67°51'03" West, departing said Westerly right of way line of Swaying Tree Avenue, 20.00 feet; thence North 22°08'57" West, 20.00 feet; thence North 67°51'03" East, 19.82 feet to a point lying on said Westerly right of way line; thence Southeasterly along said Westerly right of way line and along the arc of a non-tangent curve concave Southwesterly having a radius of 405.00 feet, through a central angle of 01°41'54", an arc length of 12.00 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 22°59'54" East, 12.00 feet; thence South 22°08'57" East, continuing along said Westerly right of way line, 8.00 feet to the Point of Beginning.

Containing 399 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF TRACT "B", AS DEPICTED ON REVERIE AT
SILVERLEAF PHASE 1, A PLAT RECORDED IN MAP BOOK 120, PAGE 15,
OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



- LEGEND:**
- R/W RIGHT OF WAY
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - FPL FLORIDA POWER AND LIGHT COMPANY

GENERAL NOTES:
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE WESTERLY RIGHT OF WAY LINE OF SWAYING TREE AVENUE AS BEING NORTH 22°08'57" WEST.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ETM | Trusted Advisors, Creating Community,
 SURVEYING & MAPPING

14775 Old St. Augustine Rd. (904) 642-8550
 Jacksonville, Florida 32258 www.etmnc.com
 Certificate of Authorization No: LB 3624



Digitally signed by Bob Pittman PSM
 Date: 2025.01.13 06:49:06 -05'00'

SCALE: 1"=40'
 BOB L. PITTMAN
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA PSM No. 4827
 DATE: FEBRUARY 12, 2024

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

Date: May 12, 2025
Project Title: Reverie at Silverleaf Amenity (Silverleaf 22C)
FROM: Florida Roads Contracting, Inc.
Contractor's Name
Address: 10439 Alta Drive
Jacksonville, FL 32226

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.

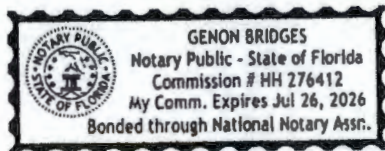
The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

Contractor:

Lori Hicks *Lori Hicks*
Print Contractor's Name Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of X physical presence or _____
on-line notarization, this 12 day of May, 2025, by
Lori Hicks as Corporate Secretary for
Florida Roads Contracting, Inc.



Genon Bridges
Notary Public
My Commission Expires: July 26, 2026

Personally Known or Produced Identification
Type of Identification Produced

Exhibit "C" to the Resolution



**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

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

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: July 22, 2025
SUBJECT: Reverie at Silverleaf Amenity Center (ASBULT 2025000060)

St. Johns County Utility Department has reviewed and approved the Easement and Warranty. Please present the documents to the Board of County Commissioners (BCC) for final approval and acceptance of Reverie at Silverleaf Amenity Center.

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 Property



Imagery Date: 12/2024

Date: 7/29/2025

**Reverie at Silverleaf
Amenity Center**

**Easement for Utilities &
Closeout Warranty**



Land Management
Systems
Real Estate Division
(904) 209-0790

Disclaimer:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Real Estate Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.