

RESOLUTION NO. 2025- 359

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A STORMWATER DRAINAGE EASEMENT AGREEMENT FROM WHITE'S FORD TIMBER LLC., TO ST. JOHNS COUNTY AND AUTHORIZING THE CHAIR TO JOIN IN THE EXECUTION OF THE EASEMENT AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, White's Ford Timber LLC., a Florida limited liability corporation, (White's Ford") conveyed Right-of-Way to St. Johns County ("County") for the extension of Courtney Vista Drive by deed of dedication recorded in Official Records Book 6100, page 912, of the Public Records of St. Johns County, Florida; and

WHEREAS, the County plans to construct the Courtney Vista Drive extension within the Right-of-Way and, in connection with the construction, has requested that White's Ford grant to the County a drainage easement over adjacent land owned by White's Ford that currently provides stormwater drainage; and

WHEREAS, White's Ford Timber LLC., has executed and presented a Stormwater Drainage Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to provide stormwater drainage for the Right-of-Way with the understanding that the easement area may be relocated at White's Ford's cost and expense; and

WHEREAS, it is in the best interest of the County to accept the Stormwater Drainage Easement Agreement for the health, safety, and welfare of its citizens.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The above-described Stormwater Drainage Easement Agreement is hereby accepted by the Board of County Commissioners and the Chair is authorized to execute the easement agreement on behalf of the County.


Section 3. To the extent that there are typographical 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 is instructed to record the original Stormwater Drainage Easement Agreement in the public records St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of October, 2025.

Rendition Date OCT 08 2025

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

By: 
Krista Joseph, Chair

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

By: 
Deputy Clerk

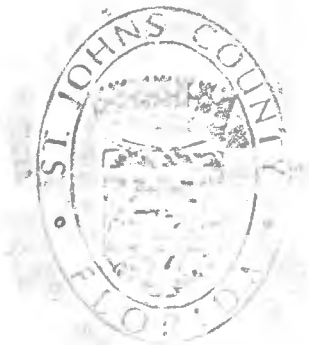


Exhibit "A" to the Resolution

Return to and
Prepared by:

John G. Metcalf, Esq.
50 Silver Forest Drive
Suite 200
St. Augustine, Florida 32092

STORMWATER DRAINAGE EASEMENT AGREEMENT

COURTNEY VISTA DRIVE EXTENSION

THIS STORMWATER DRAINAGE EASEMENT AGREEMENT ("Agreement"), is made and entered into by and between **WHITE'S FORD TIMBER, LLC**, a Florida limited liability company, whose address is 50 Silver Forest Drive, Suite 200, St. Augustine, Florida 32092, ("White's Ford"), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, (the "County").

RECITALS:

- A. White's Ford conveyed right of way (the "Right of Way") to the County for extension of Courtney Vista Drive by deed of dedication recorded in Official Records Book 6100, beginning at Page 912 of the Public Records of St. Johns County, Florida.
- B. St. Johns River Water Management District (the "District") Environmental Resource Permit No. 99446-86 (the "ERP") provides for stormwater from the Right of Way to drain to and be detained in SMFAA-09 as shown on the plans approved by the ERP.
- C. White's Ford owns the real property on which SMFAA-09 is located as well as property adjacent to and near SMFAA-09. White's Ford plans to request a modification of the ERP and, upon approval by the District, will reconfigure SMFAA-09 and fill in a portion of the pond system.
- D. The County plans to construct the Courtney Vista Drive extension within the Right of Way and, in connection with construction, has requested that White's Ford grant to it a drainage easement over the land on which SMFAA-09 is located.
- E. This Agreement grants to the County the requested drainage easement, states the terms and conditions of the easement, and establishes the rights of the parties with regard to construction of the stormwater management facilities.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, the sum of Ten and 00/100 Dollars (\$10.00) and other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, White's Ford, and the County hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated into this Agreement by this reference.
2. **Exhibits.** The exhibits attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.
3. **Grant of Relocatable, Non-Exclusive Drainage Easement.** White's Ford hereby grants to the County for the benefit of and appurtenant to the Right of Way (the "Benefitted Property"), and the County accepts a non-exclusive easement for drainage, conveyance, storage and treatment of stormwater flowing from the Right of Way over, under, through and across the real property described on the attached Exhibit A (the "Easement Area") subject to Grantor's right to relocate the Easement Area as described in Section 4 below.
4. **Relocation of Easement Area.** White's Ford shall have the right at its sole cost and expense, to relocate the Easement Area to a reconfigured stormwater management facility, including outfield ditch or pipes, as may be permitted by the District and accommodating the drainage for the Right of Way in connection with the modification of the ERP. The relocation shall be made by recordation of an amendment to this Agreement in the Public Records of St. Johns County which shall be executed by the County at the reasonable request of White's Ford. The County shall also execute a recordable release of easement releasing any portion of the original Easement Area that is no longer part of the stormwater treatment facility for the Right of Way under the ERP as modified by the District.
5. **Notices.** Any notices or reports required by this Agreement shall be sent to the following:

For the County:

County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

With copy to:

County Attorney
St. Johns County
500 Sebastian View
St. Augustine, Florida 32084

For White's Ford:

White's Ford Timber, LLC
c/o Kimberly Bryan
The Hutson Companies, L.L.C.
50 Silver Forest Drive, Ste. 200
St. Augustine, Florida 32092

With copy to:

Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place
Suite 200
St. Augustine, Florida 32086

6. **Binding Effect.** All provisions of this Agreement, including the benefits and burdens, run with the land affected and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties.
7. **Enforcement and Remedies.** In the event either Party breaches any of its covenants, obligations, promises or requirements set forth in this Agreement, after receipt by the breaching party of written notice of such breach and a reasonable opportunity to cure, the other party shall be entitled to pursue and enforce all remedies or rights that may be available at law or in equity to enforce the terms of this Agreement. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action under this Agreement.
8. **Applicable Law; Jurisdiction of Venue.** This Agreement, and the rights and obligations of the parties hereto as they may appear herein, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. The parties waive trial by jury. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the construction, development or maintenance contemplated by this Agreement shall not relieve any party, or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms, and restrictions.
9. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.
10. **Further Assurances.** Each of the parties to this Agreement agrees, to the extent permitted by law, to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement (including any amendment hereof) and give effect thereto to the extent allowed and in a manner permitted by law. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties hereby declare their intention to reasonably cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.
11. **Entire Agreement; Amendment.** This Agreement, and any exhibits made a part hereof, constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto and recorded in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, White's Ford, through its duly authorized representative, has executed this Agreement on the day(s) and year set forth below.

WITNESSES:

Signed, sealed and delivered in the presence of:

Sign: Beverly L. Cunningham

Print Name: Beverly L. Cunningham
Address: 50 Silver Forest Dr. Ste 200
St. Augustine, FL 322092

Sign: Tania H. Chavarez

Print Name: Tania H. Chavarez
Address: 50 Silver Forest Dr. Ste 200
St. Augustine, FL 322092

WHITE'S FORD TIMBER, LLC, a
Florida limited liability company

By: Hutson Management Inc., a Florida
corporation

Its: Manager

By: Kimberly S. Bryan

Kimberly Bryan
Vice President

STATE OF FLORIDA

COUNTY OF ST. JAMES

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 10th day of September, 2025, by Kimberly Bryan, as Vice President of Hutson Management, Inc., a Florida corporation, as Manager of White's Ford Timber, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.



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

Beverly L. Cunningham
(Print Name Beverly L. Cunningham)
NOTARY PUBLIC
State of Florida at Large
Commission # HH445328
My Commission Expires: 11/20/2027

IN WITNESS WHEREOF, the County, through its duly authorized representative, has executed this Agreement on the day(s) and year set forth below.

WITNESSES:

ST. JOHNS COUNTY, FLORIDA

Signed, sealed and delivered in the presence of:

By: _____

Print Name: _____

Address: _____

Date: _____

Print Name: _____

Address: _____

STATE OF FLORIDA }
 } SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me, by means of __ physical presence or __ online notarization, this _____ day of _____, 20__, by _____, who is the _____ for St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida, who __ is personally known to me or who __ has produced _____ as identification.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission #

My Commission Expires:

EXHIBIT "A"

[LEGAL DESCRIPTION OF EASEMENT AREA]

COURTNEY VISTA DRIVE-DRAINAGE EASEMENT

A PORTION OF LAND LYING IN SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF TRACT "D", AS SHOWN IN SILVER LANDING PHASE 2A AS RECORDED IN MAP BOOK 118, PAGES 45-61 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; SAID POINT ALSO LYING ON THE NORTHERLY RIGHT OF WAY LINE OF COURTNEY VISTA DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 6100, PAGE 912 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 72°44'25" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 65.40 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1106.00 FEET, THROUGH A CENTRAL ANGLE OF 06°58'15", AN ARC DISTANCE OF 134.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°13'33" EAST, 134.48 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, NORTH 10°17'20" EAST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 64.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 43°03'34", AN ARC DISTANCE OF 37.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 31°49'06" EAST, 36.70 FEET; THENCE NORTH 53°20'53" EAST, A DISTANCE OF 62.79 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 32°58'55", AN ARC DISTANCE OF 63.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°50'20" EAST, 62.45 FEET; THENCE NORTH 86°19'48" EAST, A DISTANCE OF 59.69 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 43°44'51", AN ARC DISTANCE OF 38.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°47'47" EAST, 37.26 FEET; THENCE SOUTH 49°55'22" EAST, A DISTANCE OF 20.27 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 33°38'34", AN ARC DISTANCE OF 52.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°44'39" EAST, 52.09 FEET; THENCE SOUTH 83°33'55" EAST, A DISTANCE OF 322.82 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET, THROUGH A

CENTRAL ANGLE OF 61°21'15", AN ARC DISTANCE OF 42.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°45'27" EAST, 40.82 FEET; THENCE NORTH 35°04'49" EAST, A DISTANCE OF 34.95 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 76°53'06", AN ARC DISTANCE OF 80.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°31'22" EAST, 74.61 FEET; THENCE SOUTH 68°02'04" EAST, A DISTANCE OF 192.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 74°28'09", AN ARC DISTANCE OF 77.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°48'00" EAST, 72.61 FEET; THENCE SOUTH 06°26'05" WEST, A DISTANCE OF 104.07 FEET TO ITS INTERSECTION WITH AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF COURTNEY VISTA DRIVE; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 16°31'28", AN ARC DISTANCE OF 10.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°07'40" WEST, 10.06 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE FOR THE FOLLOWING (3) COURSES: (1) NORTH 83°36'36" WEST, A DISTANCE OF 251.05 FEET, (2) NORTH 85°28'02" WEST, A DISTANCE OF 370.25 FEET, (3) NORTH 83°36'36" WEST, A DISTANCE OF 249.93 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1106.00 FEET, THROUGH A CENTRAL ANGLE OF 03°53'56", AN ARC DISTANCE OF 75.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°39'38" WEST, 75.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.52 ACRES, MORE OR LESS.

**MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF LAND LYING IN
SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA
FOR: ST. JOHNS COUNTY ENGINEERING DIVISION**

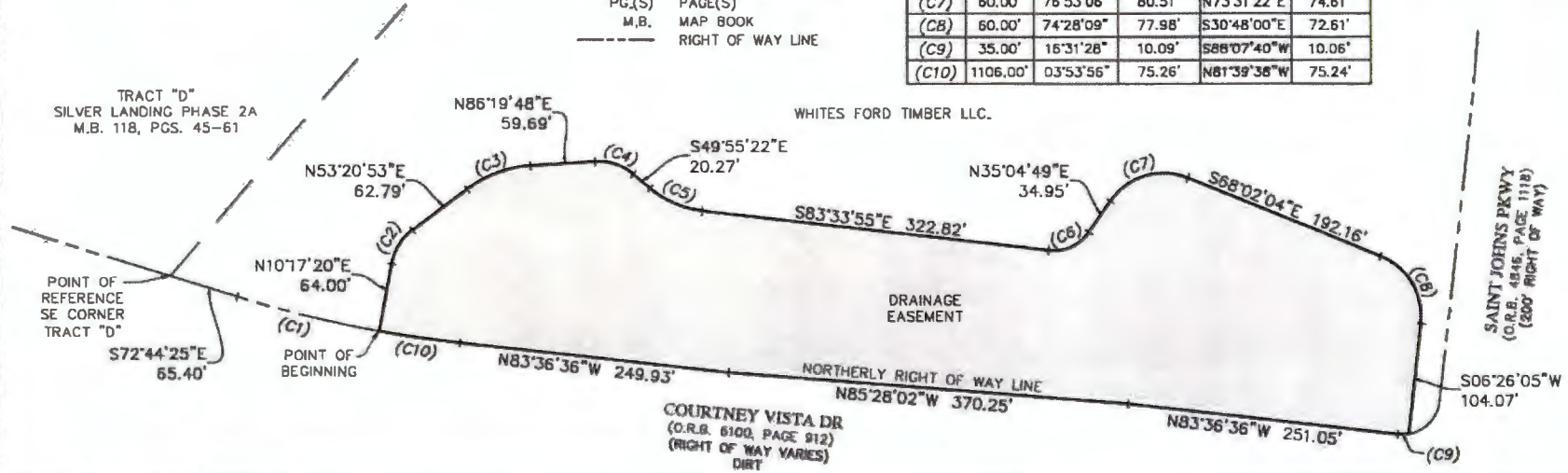
SURVEYORS NOTES:

1. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
2. THIS SKETCH WAS CREATED USING A .DWG FILE OF THE EASEMENTS PROVIDED BY ENGLAND-THIMS & MILLER, INC
3. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
4. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
5. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
6. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCED TO A DRAWING PROVIDED BY ENGLAND-THIMS & MILLER, INC., AND THE NORTHERLY RIGHT OF WAY LINE OF COURTNEY VISTA DRIVE BEARING N 83°36'36" W
7. EXISTING EASEMENTS ARE NOT SHOWN.
8. DESCRIPTION FURNISHED SEPARATELY
9. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN DECEMBER 2024

LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
 PG.(S) PAGE(S)
 M.B. MAP BOOK
 ----- RIGHT OF WAY LINE

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
(C1)	1106.00'	06°58'15"	134.56'	S76°13'33"E	134.48'
(C2)	50.00'	43°03'34"	37.58'	N31°49'06"E	36.70'
(C3)	110.00'	32°58'55"	63.32'	N69°50'20"E	62.45'
(C4)	50.00'	43°44'51"	38.18'	S71°47'47"E	37.26'
(C5)	90.00'	33°38'34"	52.85'	S66°44'39"E	52.09'
(C6)	40.00'	61°21'15"	42.83'	N65°45'27"E	40.82'
(C7)	60.00'	76°53'06"	80.51'	N73°31'22"E	74.61'
(C8)	60.00'	74°28'09"	77.98'	S30°48'00"E	72.61'
(C9)	35.00'	16°31'28"	10.09'	S88°07'40"W	10.06'
(C10)	1106.00'	03°53'56"	75.26'	N81°39'38"W	75.24'



THIS DRAWING MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS, CHAPTER 63-17, F.A.C., PURSUANT TO SECTION 472.027 FLORIDA STATUTES; SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON.

COURTNEY VISTA DR - DRAINAGE EASEMENT

SKETCH OF DESCRIPTION
 DATE OF SKETCH: AUGUST 28, 2025



**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION**

500 SAN SEBASTIAN VIEW
 ST AUGUSTINE, FLORIDA 32084

DONALD A. BRADSHAW P.S.M. NO. 5513
 Phone (904) 209-0770
 Email: dbradshaw@sjcfl.us

DRAWN BY: J.MANNING
 FILE NUMBER: S-1373G
 SHEET NO. 1
 OF 1

T:\Survey\Land\Projects\25\COURTNEY VISTA DRIVE.dwg\COURTNEY VISTA DR DRAINAGE EASEMENT-ORB2002-FGI.387.dwg
 Plotted: 6/28/2025 2:44 PM By: Jm Manning



Subject Property

Silver Lily Way

Silver Heron Way

Courtney Vista Dr

Saint Johns Pkwy



Imagery Date: 12/2024

Date: 9/12/2025

**Courtney Vista Drive Extension
Stormwater Drainage Easement
Agreement**



**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.