

RESOLUTION NO. 2025- 444

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A GRANT OF EASEMENT FOR UTILITIES FOR WATER AND SEWER TO SERVE REVERIE AT SILVERLEAF PHASE 1 (PARCEL 22C).**

**RECITALS**

**WHEREAS**, Florida Landbank LLC., has executed and presented to St. Johns County, an Easement for Utilities for the water and sewer to serve Reverie at Silverleaf Phase 1 (Parcel 22C), 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 document mentioned above, as stated in a memo attached hereto as Exhibit "B" incorporated by reference and made a part hereof; and

**WHEREAS**, it is in the best interest of the County to accept the Easement for Utilities 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 Easement for Utilities is hereby accepted by the Board County Commissioners.

Section 3. The Clerk is instructed to record the original Easement for Utilities in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/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.

**PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 18th day of November 2025.**

Rendition Date November 19, 2025

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

By:   
Chair

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

By:   
Deputy Clerk

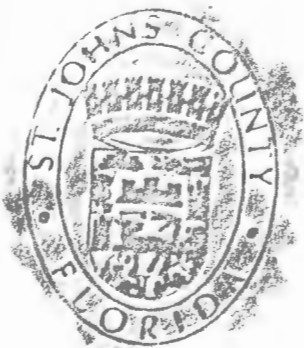


Exhibit "A" to the Resolution

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

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 29 day of August, 2025 by Florida Landbank LLC, with an address of 50 Silver Forest Drive #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 water distribution system, gravity sewer collection system & sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. (a) WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

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

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. Grantee hereby preserves all rights, privileges and immunities of the Grantee as set forth in 768.28, Florida Statutes.

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.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

***SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

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:

Beverly L. Cunningham  
Witness Signature

Beverly L. Cunningham  
Print Name

By: Kimberly S Bryan

Print Name: Kimberly S Bryan

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

50 Silver Forest Dr #200

St Augustine, FL 32092

Witness Address REQUIRED BUSINESS OR PERSONAL

David A. Chavez  
Witness Signature

David A. Chavez  
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  physical presence or  online notarization, this 29 day of August, 2025, by Kimberly S Bryan, who is Vice President of Hutson Management Inc 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**



March 12, 2025

Work Order No. 22-390.00

File No. 129A-36.000

### St. Johns County Utility Easement

A portion of Section 6, Township 6 South, Range 28 East, St. Johns County, Florida, being a portion of Tract "C" as depicted on Reverie at Silverleaf Phase 1, a plat recorded in Map Book 120, pages 15 through 26 of the Public Records of said County, being more particularly described as follows:

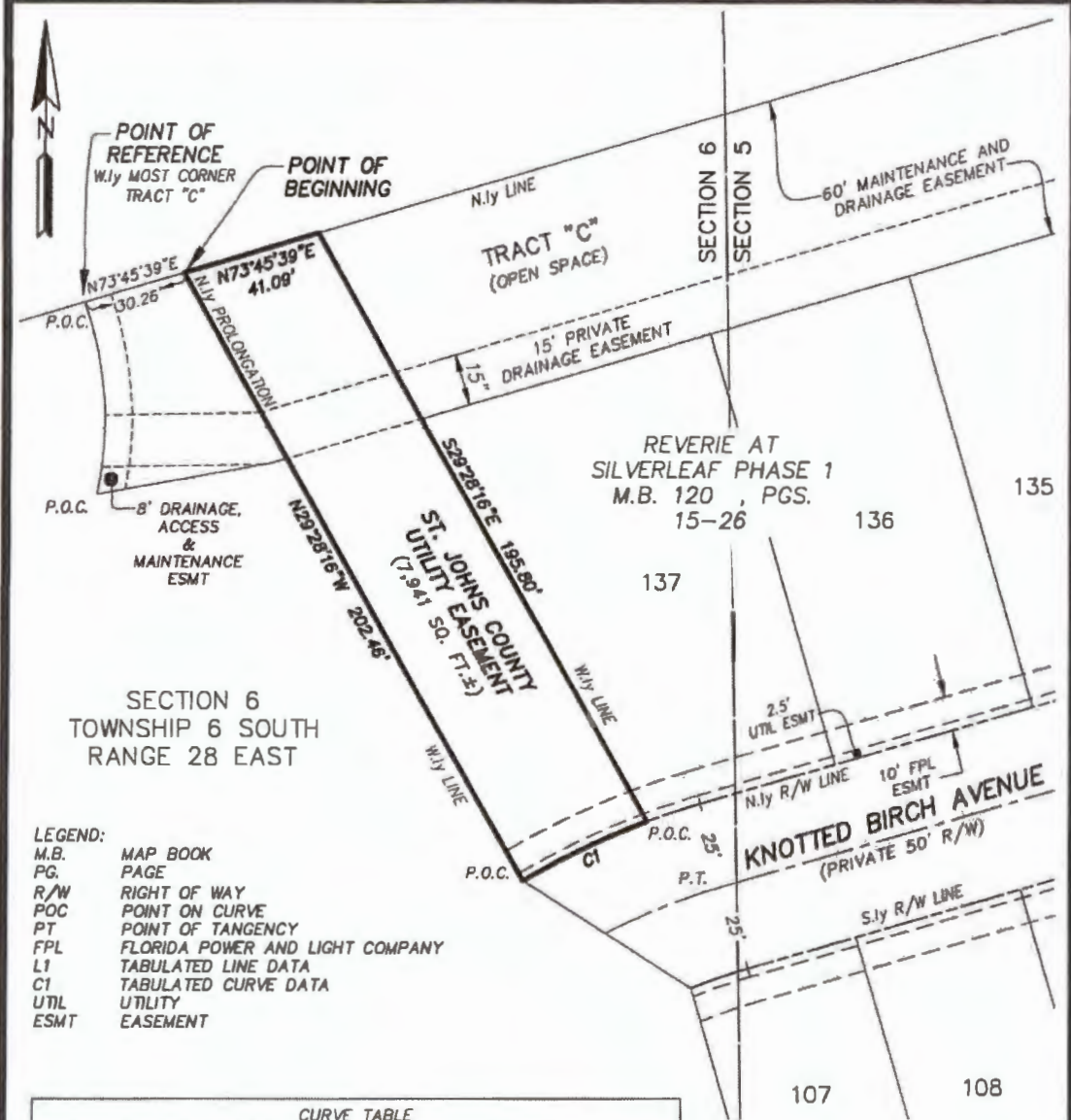
For a Point of Reference, commence at the Westerly most corner of said Tract "C"; thence North  $73^{\circ}45'39''$  East, along the Northerly line of said Tract "C", a distance of 30.26 feet to the Point of Beginning.

From said Point of Beginning, thence continue North  $73^{\circ}45'39''$  East, continuing along said Northerly line, 41.09 feet; thence South  $29^{\circ}28'16''$  East, departing said Northerly line and along the Westerly line of Lot 137, of said Reverie at Silverleaf Phase 1, a distance of 195.80 feet to its intersection with the Northerly right of way line of Knotted Birch Avenue, a private 50 foot right of way, as depicted on said Reverie at Silverleaf Phase 1; thence Southwesterly along said Northerly right of way line and along the arc of a curve concave Southeasterly, having a radius of 225.00 feet, through a central angle of  $10^{\circ}13'25''$ , an arc length of 40.15 feet to its intersection with the Westerly line of said Reverie at Silverleaf Phase 1, said arc being subtended by a chord bearing and distance of South  $64^{\circ}27'36''$  West, 40.09 feet; thence North  $29^{\circ}28'16''$  West, departing said Northerly right of way line and along said Westerly line and along its Northerly prolongation, 202.46 feet to the Point of Beginning.

Containing 7,941 square feet, more or less.

## SKETCH TO ACCOMPANY DESCRIPTION OF

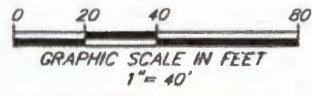
A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" AS DEPICTED ON REVERIE AT SILVERLEAF PHASE 1, A PLAT RECORDED IN MAP BOOK 120, PAGES 15 THROUGH 26 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



- LEGEND:**
- M.B. MAP BOOK
  - PG. PAGE
  - R/W RIGHT OF WAY
  - POC POINT ON CURVE
  - PT POINT OF TANGENCY
  - FPL FLORIDA POWER AND LIGHT COMPANY
  - L1 TABULATED LINE DATA
  - C1 TABULATED CURVE DATA
  - UTIL UTILITY
  - ESMT EASEMENT

| CURVE TABLE |         |               |            |               |                |
|-------------|---------|---------------|------------|---------------|----------------|
| CURVE       | RADIUS  | CENTRAL ANGLE | ARC LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1          | 225.00' | 10°13'25"     | 40.15'     | S64°27'36"W   | 40.09'         |

- GENERAL NOTES:**
- 1) THIS IS NOT A SURVEY.
  - 2) BEARINGS BASED ON THE NORTHERLY LINE OF TRACT "C" AS BEING NORTH 73°45'39" EAST.



**ETM**  
SURVEYING & MAPPING

Trusted  
Advisors,  
Creating  
Community.

14775 Old St. Augustine Rd. (904) 642-8550  
Jacksonville, Florida 32258 www.etm-inc.com  
Certificate of Authorization No: LB 3824

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.



Digitally signed by  
Bob Pittman PSM  
Date: 2025.03.12  
07:10:58 -04'00'

SCALE: 1"=40'  
DATE: MARCH 12, 2025  
BOB L. PITTMAN  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA PSM No. 4827

## Exhibit "B" to the Resolution



### ST. JOHNS COUNTY UTILITIES

1205 State Road 16  
St. Augustine, Florida 32084

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#### INTEROFFICE MEMORANDUM

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**TO:** David Kaufman, Real Estate Manager  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**DATE:** 10/6/2025  
**SUBJECT:** Reverie at Silverleaf Phase 1 (Parcel 22C)

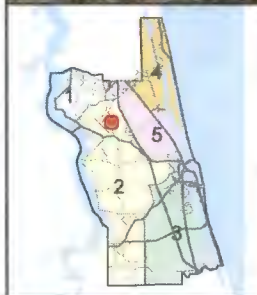
St. Johns County Utility Department has reviewed and approved the Easement. Please present the document to the Board of County Commissioners (BCC) for final approval and acceptance of Reverie at Silverleaf Phase 1 (Parcel 22C).

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: 10/23/2025

**Reverie at Silverleaf  
Phase 1 (Parcel 22C)**

**Easement for Utilities**



**ST. JOHNS COUNTY**  
EST. 1921  
FLORIDA AT FIRST SIGHT

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 herein.