

RESOLUTION NO. 2025- 472

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH THE SEWER AND REUSE SYSTEMS TO SERVE SILVERLEAF PARCEL 12 WEST, PHASE 1.

RECITALS

WHEREAS, Arroyo Cap III-2 LLC., a Delaware limited liability company, has executed and presented an Easement for Utilities associated with the sewer and reuse systems to serve Silverleaf Parcel 12 West Phase 1, 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 Board of County Commissioners hereby accepts the Bill of Sale with Schedule of Values, Release of Lien, and Warranty.

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 easement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of December, 2025.

Rendition Date DEC 04 2025

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Krista Joseph, Chair

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

By: Crystal Smith
Deputy Clerk



Exhibit "A" to the Resolution

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32086

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ___ day of _____, 2025, by **Arroyo Cap III-2, LLC.**, a Delaware limited liability company with an address of 18575 Jamboree Road Suite S-350. Irvine, CA. 92612, 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 sewer and reuse distribution systems and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground gravity sewer collection system, sewer force mains and 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 sewer and 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 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 sewer and 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) SEWER FORCE MAINS – Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(b) 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 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.

(c) 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 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 corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

GRANTOR:
Arroyo Cap III-2, LLC
A Delaware limited liability company

[Signature]
Witness Signature
Aiden Brennan
Print name

By: [Signature]
Print Name: Jeffrey B. Brouelette
Executive Vice President

Address: 18575 Jamboree Road,
Irvine, CA, 92612

Title: _____

[Signature]
Witness Signature
Nick Lasher
Print Name

Address: 18575 Jamboree Rd, Ste. S-350
Irvine, CA 92612

State of California
County of Orange

The foregoing instrument was acknowledged before me this 8th day of October, 2025, by Jeffrey B. Brouelette, who is Executive Vice President of Arroyo Cap III-2, LLC., a Delaware limited liability such person is personally known to me or has/have produced drivers license as identification. By means of: physical presence or online notarization.

[Signature]
Notary Public
My Commission Expires: Jan 21, 2029



Exhibit "A" to Easement

Easement Area

Being those certain 10' Utility Easements located in Tract "SWMF-3", Silverleaf-Parcel 12W Phase 1, as recorded in Map Book 127, pages 1 through 18, 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

INTEROFFICE MEMORANDUM

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: September 30, 2025
SUBJECT: Silverleaf Parcel 12 West Phase 1 (ASBULT 2024000177)

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 Silverleaf Parcel 12 West Phase 1..

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: 10/30/2025

**Silverleaf Parcel 12 West
Phase 1**

Easement for Utilities



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.