

RESOLUTION NO. 2022- 369

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED, FIVE EASEMENTS FOR UTILITIES, A BILL OF SALE, A FINAL RELEASE OF LIEN, AND A WARRANTY ASSOCIATED WITH THE LIFT STATION, WATER, SEWER, SEWER FORCE MAINS AND REUSE SYSTEMS TO SERVE SILVER LANDING (SILVERLEAF PARCEL 29A-1) LOCATED OFF ST. JOHNS PARKWAY.**

**RECITALS**

**WHEREAS**, Baptist Health Properties, Inc., a Florida corporation, has executed and presented to the County a Special Warranty Deed associated with a lift station to serve Silver Landing located off St. Johns Parkway (County Road No. 2209), attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

**WHEREAS**, Baptist Health Properties, Inc., a Florida corporation, has executed and presented to the County an Easement for Utilities associated with the water, sewer, sewer force mains and reuse systems to serve Silver Landing located off St. Johns Parkway, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

**WHEREAS**, White’s Ford Timber, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water, and sewer systems to serve Silver Landing, attached hereto as Exhibit “C”, incorporated by reference and made a part hereof; and

**WHEREAS**, White’s Ford Timber, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water and reuse systems to serve Silver Landing, attached hereto as Exhibit “D”, incorporated by reference and made a part hereof; and

**WHEREAS**, White’s Ford Timber, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the water, sewer force mains and reuse systems to serve Silver Landing, attached hereto as Exhibit “E”, incorporated by reference and made a part hereof; and

**WHEREAS**, White's Ford Timber, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the sewer system to serve Silver Landing, attached hereto as Exhibit "F", incorporated by reference and made a part hereof; and

**WHEREAS**, Land Planners Development II, Inc., a Florida corporation, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water, sewer and reuse systems to serve Silver Landing, attached hereto as Exhibit "G", incorporated by reference and made a part hereof; and

**WHEREAS**, J.B. Coxwell Contracting, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Silver Landing, attached hereto as Exhibits "H" and "I", 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 "J", 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 Special Warranty Deed, Five Easements for Utilities, Bill of Sale and Schedule of Values, Final Release of Lien 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's 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 Special Warranty Deed, Five Easements for Utilities, and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 4th day of OCTOBER, 2022.

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

By: Henry Dean  
Henry Dean, Chair

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

**Rendition Date** 10/4/22

Sam Halterman  
Deputy Clerk



Exhibit "A" to Resolution

This Instrument Prepared By:  
Karl Hanson  
Baptist Health  
841 Prudential Dr, Suite 1602  
Jacksonville, FL 32207

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, dated 10<sup>th</sup> day of August, 2022, is by and from **BAPTIST HEALTH PROPERTIES, INC.**, whose address is 1660 Prudential Drive, Suite 101, Jacksonville, Florida 32207, hereinafter called the Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee.

(Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows: See Exhibit A attached hereto for legal description.

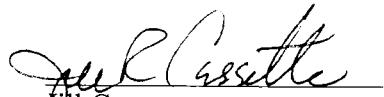
**TOGETHER WITH** all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

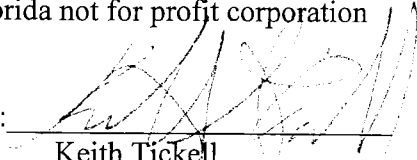
The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to ad valorem property taxes accruing subsequent to December 31, 2014; and covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

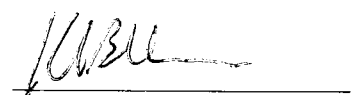
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

**Baptist Health Properties, Inc.,** a Florida not for profit corporation

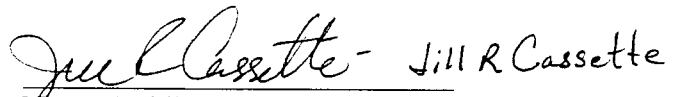
  
Jill Cassette

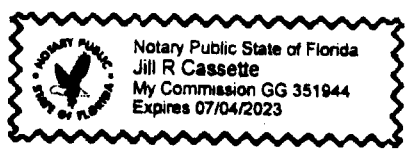
By:   
Keith Tickell  
As its Vice President

  
Karl Hanson

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10 day of August, 2022, by Keith Tickell as Vice President for Baptist Health Properties, Inc., who  is personally known to me or  has produced - as identification.

  
Notary Public  
My Commission Expires: 7-04-2023



January 13, 2021

*EXHIBIT 'A'*

Work Order No. 20-256.00  
File No. 127F-01.00B

### Lift Station Parcel

A portion of Section 8, Township 6 South, Range 28 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 4909, page 1164, of the Public Records of said county, being more particularly described as follows:

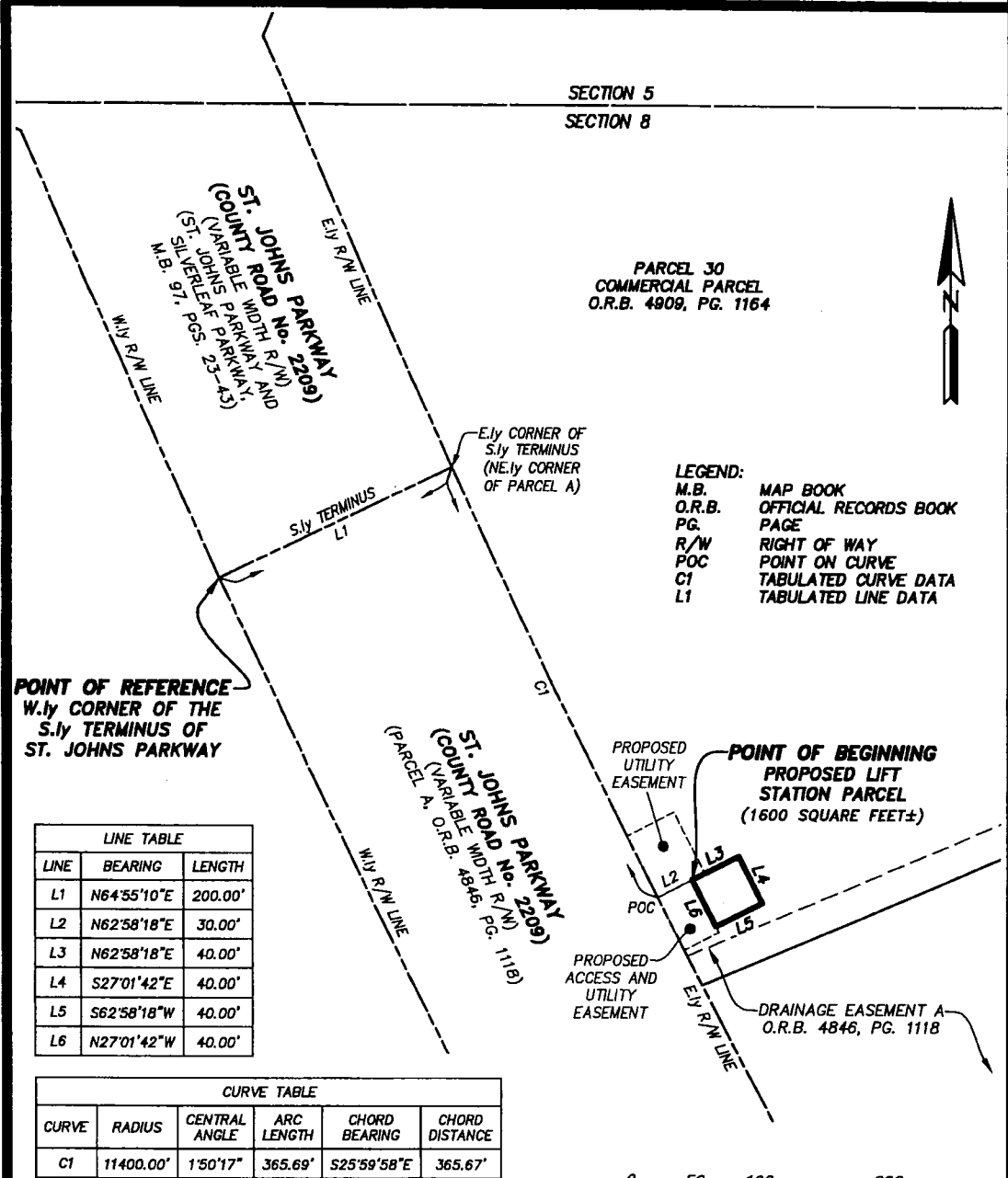
For a Point of Reference, commence at the Westerly corner of the Southerly terminus of St. Johns Parkway (County Road No. 2209), a variable width right of way as depicted on St. Johns Parkway and Silverleaf Parkway, a plat recorded in Map Book 97, pages 23 through 43, of said Public Records; thence North  $64^{\circ}55'10''$  East, along said Southerly terminus, 200.00 feet to the Easterly corner thereof, said corner also being the Northeasterly corner of Parcel A, as described and recorded in Official Records Book 4846, page 1118, of said Public Records; thence Southeasterly, along the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as described and recorded as Parcel A in said Official Records Book 4846, page 1118, and along the arc of a non-tangent curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of  $01^{\circ}50'17''$ , an arc length of 365.69 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $25^{\circ}59'58''$  East, 365.67 feet; thence North  $62^{\circ}58'18''$  East, departing said Easterly right of way line and along a non-tangent line, 30.00 feet to the Point of Beginning.

From said Point of Beginning, thence continue North  $62^{\circ}58'18''$  East, 40.00 feet; thence South  $27^{\circ}01'42''$  East, 40.00 feet; thence South  $62^{\circ}58'18''$  West, 40.00 feet; thence North  $27^{\circ}01'42''$  West, 40.00 feet to the Point of Beginning.

Containing 1600 square feet, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4909, PAGE 1164, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



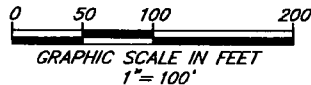
**LEGEND:**  
 M.B. MAP BOOK  
 O.R.B. OFFICIAL RECORDS BOOK  
 PG. PAGE  
 R/W RIGHT OF WAY  
 POC POINT ON CURVE  
 C1 TABULATED CURVE DATA  
 L1 TABULATED LINE DATA

**POINT OF REFERENCE**  
 W.ly CORNER OF THE  
 S.ly TERMINUS OF  
 ST. JOHNS PARKWAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N64°55'10"E	200.00'
L2	N62°58'18"E	30.00'
L3	N62°58'18"E	40.00'
L4	S27°01'42"E	40.00'
L5	S62°58'18"W	40.00'
L6	N27°01'42"W	40.00'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	11400.00'	1°50'17"	365.69'	S25°59'58"E	365.67'

- GENERAL NOTES:**  
 1) THIS IS NOT A SURVEY.  
 2) BEARINGS BASED ON THE SOUTHERLY TERMINUS OF ST. JOHNS PARKWAY AS BEING NORTH 64°55'10" EAST.



**ETM**  
 Surveying & Mapping, Inc.  
 VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL 32258  
 Tel: (904) 642-8550 Fax: (904) 642-4165  
 Certificate of Authorization No.: LB 3624

SCALE: 1"=100'  
 DATE: JANUARY 13, 2021

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.



Digital Signature By:  
 Damon J. Kelly, P.S.M.

DAMON J. KELLY  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LS No. 6284

Exhibit "B" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 10<sup>th</sup> day of August, 2022, by **BAPTIST HEALTH PROPERTIES, INC.**, whose address is 1660 Prudential Drive, Suite 101, Jacksonville, Florida 32207, hereinafter called "Grantor," to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 distribution system, gravity sewer collection system, lift station, 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** This easement is for water and/or 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 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 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.

(b) PUMP STATION & 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.

(d) 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 law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

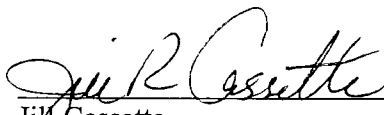
4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

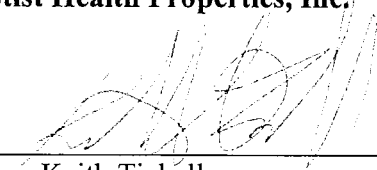
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

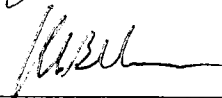
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

**Baptist Health Properties, Inc.**


  
\_\_\_\_\_  
Jill Cassette

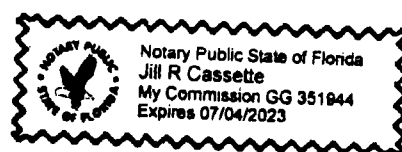
By:   
\_\_\_\_\_  
Keith Tickell  
As its Vice President

  
\_\_\_\_\_  
Karl Hanson

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10 day of August, 2022, by Keith Tickell, as Vice President of Baptist Health Properties, Inc., who is  personally known to me or  has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public



January 13, 2021

**EXHIBIT "A"**  
**EASEMENT AREA**  
**Utility Easement**

Work Order No. 20-256.00  
File No. 127F-01.00A

A portion of Section 8, Township 6 South, Range 28 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 4909, page 1164, of the Public Records of said county, being more particularly described as follows:

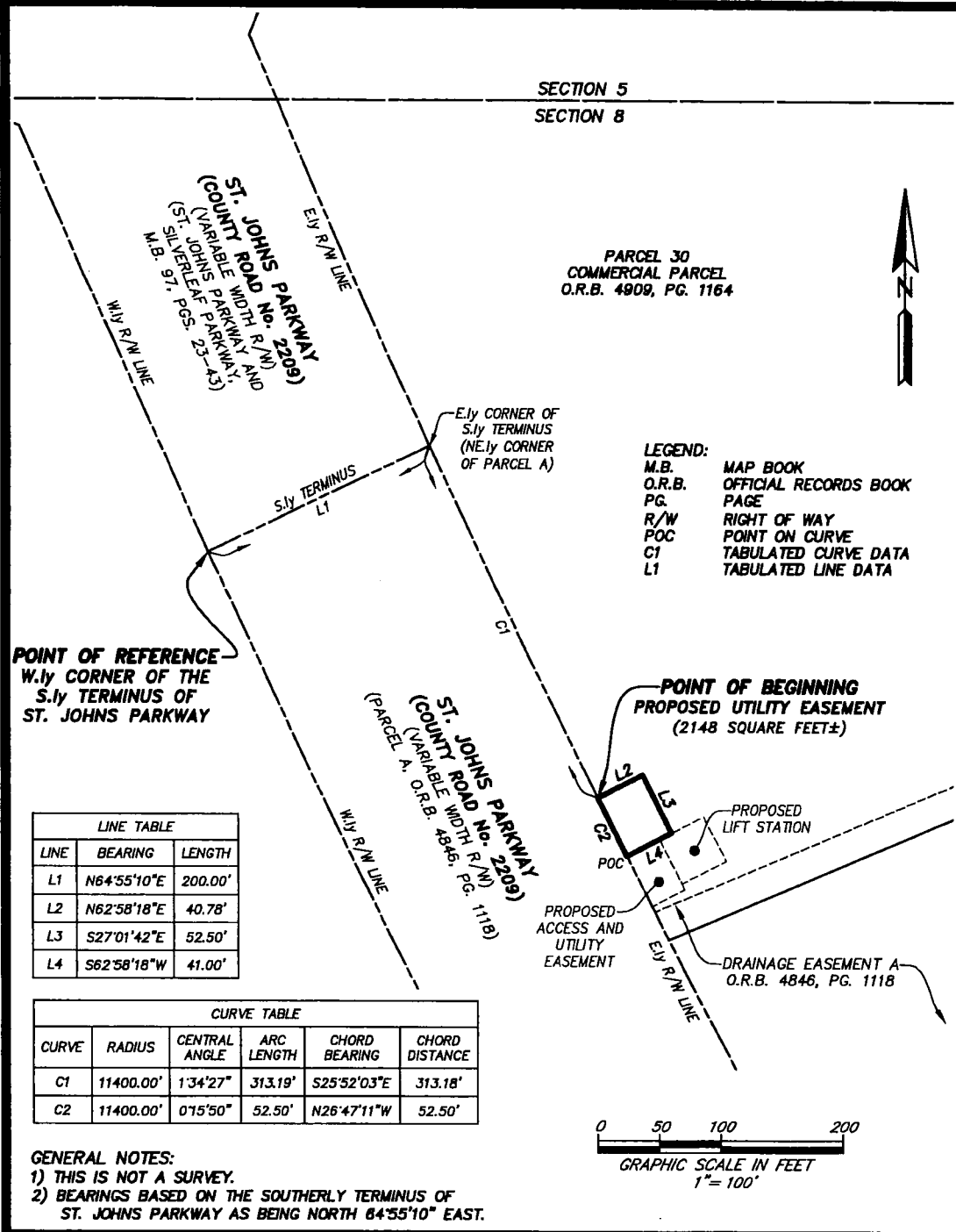
For a Point of Reference, commence at the Westerly corner of the Southerly terminus of St. Johns Parkway (County Road No. 2209), a variable width right of way as depicted on St. Johns Parkway and Silverleaf Parkway, a plat recorded in Map Book 97, pages 23 through 43, of said Public Records; thence North  $64^{\circ}55'10''$  East, along said Southerly terminus, 200.00 feet to the Easterly corner thereof, said corner also being the Northeasterly corner of Parcel A, as described and recorded in Official Records Book 4846, page 1118, of said Public Records; thence Southeasterly, along the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as described and recorded as Parcel A in said Official Records Book 4846, page 1118, and along the arc of a non-tangent curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of  $01^{\circ}34'27''$ , an arc length of 313.19 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $25^{\circ}52'03''$  East, 313.18 feet.

From said Point of Beginning, thence North  $62^{\circ}58'18''$  East, departing said Easterly right of way line of St. Johns Parkway, 40.78 feet; thence South  $27^{\circ}01'42''$  East, 52.50 feet; thence South  $62^{\circ}58'18''$  West, 41.00 feet to a point lying on said Easterly right of way line; thence Northeasterly along said Easterly right of way line and along the arc of a non-tangent curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of  $00^{\circ}15'50''$ , an arc length of 52.50 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North  $26^{\circ}47'11''$  West, 52.50 feet.

Containing 2148 square feet, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4909, PAGE 1164, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



**ETM**  
**Surveying & Mapping, Inc.**  
**VISION • EXPERIENCE • RESULTS**

14775 Old St. Augustine Road, Jacksonville, FL. 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

SCALE: 1"=100'  
DATE: JANUARY 13, 2021

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.



Digital Signature By:  
Damon J. Kelly, P.S.M.

**DAMON J. KELLY**  
**PROFESSIONAL SURVEYOR AND MAPPER**  
**STATE OF FLORIDA LS No. 6284**

January 13, 2021

**EXHIBIT "B"**  
**ACCESS EASEMENT AREA**  
**Access & Utility Easement**

Work Order No. 20-256.00  
File No. 127F-01.00C

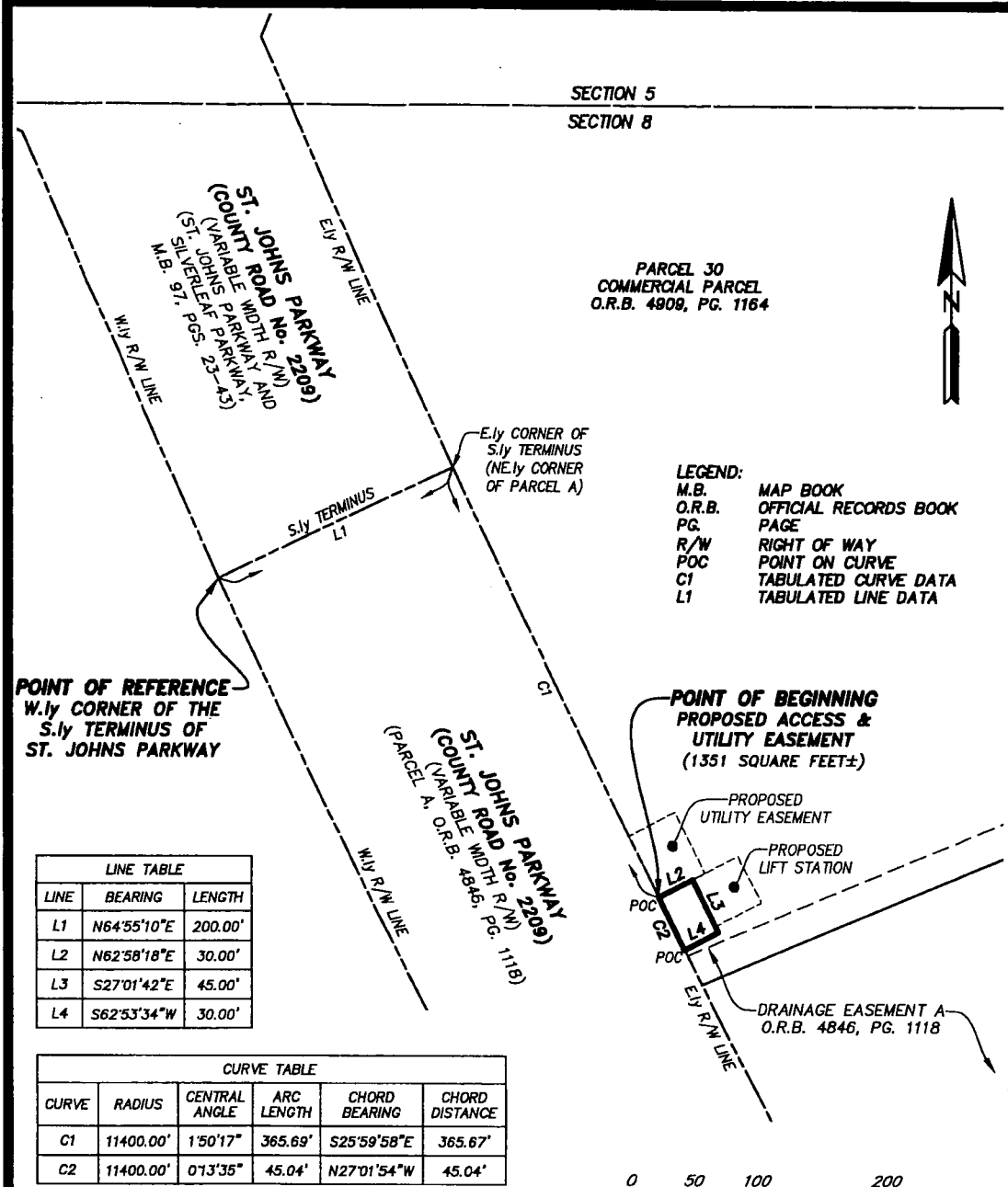
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From said Point of Beginning, thence North  $62^{\circ}58'18''$  East, departing said Easterly right of way line of St. Johns Parkway, 30.00 feet; thence South  $27^{\circ}01'42''$  East, 45.00 feet; thence South  $62^{\circ}53'34''$  West, 30.00 feet to a point lying on said Easterly right of way line; thence Northwesterly, along said Easterly right of way line and along the arc of a non-tangent curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of  $00^{\circ}13'35''$ , an arc length of 45.04 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North  $27^{\circ}01'54''$  West, 45.04 feet.

Containing 1351 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS  
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4909,  
PAGE 1164, OF THE PUBLIC RECORDS OF SAID COUNTY,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



PARCEL 30  
COMMERCIAL PARCEL  
O.R.B. 4908, PG. 1164

**LEGEND:**  
M.B. MAP BOOK  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
R/W RIGHT OF WAY  
POC POINT ON CURVE  
C1 TABULATED CURVE DATA  
L1 TABULATED LINE DATA

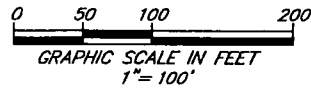
**POINT OF REFERENCE**  
W.ly CORNER OF THE  
S.ly TERMINUS OF  
ST. JOHNS PARKWAY

**POINT OF BEGINNING  
PROPOSED ACCESS &  
UTILITY EASEMENT**  
(1351 SQUARE FEET±)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N64°55'10"E	200.00'
L2	N62°58'18"E	30.00'
L3	S27°01'42"E	45.00'
L4	S62°53'34"W	30.00'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	11400.00'	1°50'17"	365.69'	S25°59'58"E	365.67'
C2	11400.00'	0°13'35"	45.04'	N27°01'54"W	45.04'

**GENERAL NOTES:**  
1) THIS IS NOT A SURVEY.  
2) BEARINGS BASED ON THE SOUTHERLY TERMINUS OF  
ST. JOHNS PARKWAY AS BEING NORTH 84°55'10" EAST.



**ETM**  
Surveying & Mapping, Inc.  
VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL. 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

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.



Digital Signature By:  
Damon J. Kelly, P.S.M.

SCALE: 1"=100'  
DATE: JANUARY 13, 2021  
DAMON J. KELLY  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 6284

**EASEMENT FOR UTILITIES  
(Silver Landing Offsite 2)**

THIS EASEMENT executed and given this 12<sup>th</sup> day of August, 2021 by White's Ford Timber, LLC, a Florida limited liability company, with an address of 111 Nature Walk Parkway, Unit 104, St. Augustine, FL 32092, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 distribution system & gravity sewer collection system, 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or 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 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 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) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and 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.

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:

Beverly L. Cunningham  
Witness

Beverly L. Cunningham  
Print Name

Loral E. Burke  
Witness

Loral E. Burke  
Print Name

White's Ford Timber, LLC, a Florida  
limited liability company

By: Hutson Management, Inc., a Florida  
corporation

Its: Manager

By: John G. Metcalf  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 12th day of August, 2021, by John G. Metcalf  
as Vice President of Hutson Management, Inc.



Beverly L. Cunningham  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG933307  
Expires 11/20/2023

Beverly L. Cunningham  
Notary Public  
My Commission Expires: 11/20/2023  
Personally Known   
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

# EXHIBIT "A"



www.etminc.com  
tel 904-642-8550 • fax 904-642-4165  
14775 Old St. Augustine Road • Jacksonville, Florida 32258

May 12, 2021  
Page 1 of 2

Work Order No. 20-324.00  
File No. 127B-38.00D

## Temporary Offsite Utility Easement 2

A portion of Subsection 4 of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southerly corner of the Easterly terminus of Courtney Vista Drive, a variable width right of way, as depicted on the plat thereof, recorded in Map Book 106, pages 36 and 37, of the Public Records of said county; thence North  $10^{\circ}43'10''$  West, along said Easterly terminus, 42.50 feet to a point on a non-tangent curve concave Northerly having a radius of 2997.50 feet; thence Easterly departing said Easterly terminus and along the arc of said curve, through a central angle of  $16^{\circ}35'12''$ , an arc length of 867.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $70^{\circ}59'14''$  East, 864.73 feet; thence North  $62^{\circ}41'38''$  East, 366.17 feet; thence North  $30^{\circ}23'13''$  West, 358.12 feet to the point of curvature of a curve concave Northeasterly having a radius of 500.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $09^{\circ}11'03''$ , an arc length of 80.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $25^{\circ}47'41''$  West, 80.06 feet; thence North  $21^{\circ}12'10''$  West, 78.61 feet to a point on a non-tangent curve concave Northerly having a radius of 200.00 feet; thence Westerly along the arc of said curve, through a central angle of  $34^{\circ}24'04''$ , an arc length of 120.08 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $89^{\circ}57'00''$  West, 118.29 feet; thence North  $72^{\circ}44'58''$  West, 388.97 feet to the point of curvature of a curve concave Northeasterly having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 157.08 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $27^{\circ}44'58''$  West, 141.42 feet; thence North  $17^{\circ}15'02''$  East, 176.00 feet to the point of curvature of a curve concave Westerly having a radius of 750.00 feet; thence Northerly along the arc of said curve, through a central angle of  $09^{\circ}22'13''$ , an arc length of 122.66 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $12^{\circ}33'56''$  East, 122.52 feet; thence North  $07^{\circ}52'49''$  East, 83.78 feet to a point on a non-tangent curve concave Northerly having a radius of 1000.00 feet; thence Easterly along the arc of said curve, through a central angle of  $07^{\circ}41'19''$ , an arc length of 134.19 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North  $84^{\circ}02'10''$  East, 134.09 feet.

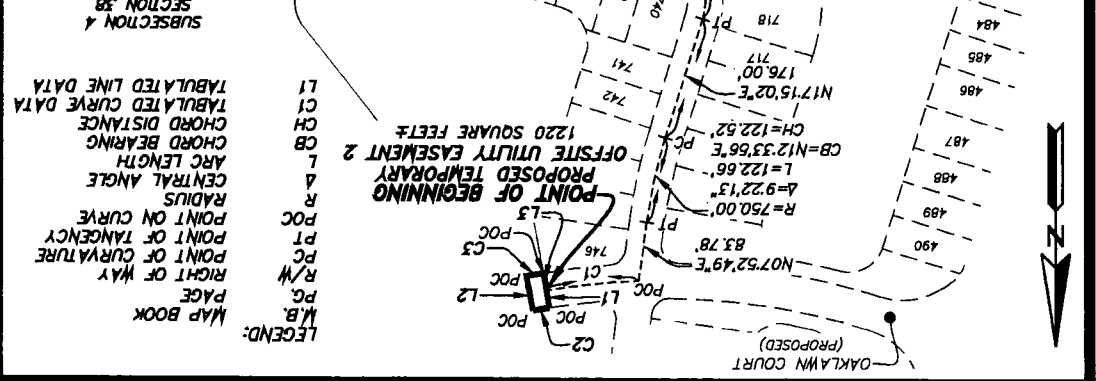
From said Point of Beginning, thence North  $09^{\circ}48'30''$  West, 25.00 feet to a point on a non-tangent curve concave Northerly having a radius of 975.00 feet; thence Easterly along the arc of said curve, through a central angle of  $01^{\circ}23'51''$ , an arc length of 23.78 feet to a point on said curve, said arc

**Temporary Offsite Utility Easement 2 (continued)**

being subtended by a chord bearing and distance of North  $79^{\circ}29'35''$  East, 23.78 feet; thence South  $11^{\circ}12'21''$  East, 50.00 feet to a point on a non-tangent curve concave Northerly having a radius of 1025.00 feet; thence Westerly along the arc of said curve, through a central angle of  $01^{\circ}23'51''$ , an arc length of 25.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $79^{\circ}29'35''$  West, 25.00 feet; thence North  $09^{\circ}48'30''$  West, 25.00 feet to the Point of Beginning.

Containing 1220 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF A PORTION OF SUBSECTION 4 OF SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



**LEGEND:**

- MAP BOOK
- PAGE
- R/W
- POINT OF CURVATURE
- POINT OF TANGENCY
- POINT ON CURVE
- RADIUS
- Δ
- ARC LENGTH
- CHORD BEARING
- CHORD DISTANCE
- CH
- C1
- L1

**TABULATED CURVE DATA**

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N09°48'30"W	25.00'
L2	S11°12'21"E	60.00'
L3	N09°48'30"W	25.00'

**CURVE TABLE**

CHORD DISTANCE	CHORD BEARING	ARC LENGTH	CENTRAL ANGLE	RADIUS	Δ
C1	N84°02'10"E	134.09'	74°1'19"	1000.00'	134.19'
C2	N79°29'35"E	23.78'	123°51'	975.00'	23.78'
C3	S79°29'35"W	25.00'	123°51'	1025.00'	25.00'

**GENERAL NOTES:**

- (1) THIS IS NOT A SURVEY.
- (2) BEARINGS BASED ON THE EASTERLY TERMINUS OF COURTNEY VISTA DRIVE AS BEING NORTH 10°43'10" WEST.

M.B. 106, PGS. 36 & 37  
(COURTNEY VISTA DRIVE  
(VARIABLE WIDTH R/W)  
(COURTNEY VISTA DRIVE

**ETM**  
**Surveying & Mapping, Inc.**  
**VISION - EXPERIENCE - RESULTS**

14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624  
DATE: MAY 12, 2021  
SCALE: 1"=200'

DAMON J. KELLY  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 6284

Digital Signature By: Damon J. Kelly, P.S.M.

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.

Exhibit "D" to Resolution

**EASEMENT FOR UTILITIES  
(Silver Landing Offsite 3)**

THIS EASEMENT executed and given this 12<sup>th</sup> day of August, 2021 by White's Ford Timber, LLC, a Florida limited liability company, with an address of 111 Nature Walk Parkway, Unit 104, St. Augustine, FL 32092, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 distribution system & reuse 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or 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 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 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) 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 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:

Beverly L. Cunningham  
Witness

White's Ford Timber, LLC, a Florida  
limited liability company

Beverly L. Cunningham  
Print Name

By: Hutson Management, Inc., a Florida  
corporation

Its: Manager

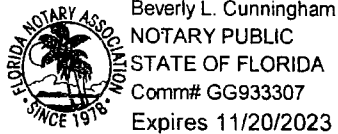
Loral E. Burke  
Witness

By: John G. Metcalf  
Its: Vice President

Loral E. Burke  
Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 12<sup>th</sup> day of August, 2021, by John G. Metcalf  
as Vice President of Hutson Management, Inc.



Beverly L. Cunningham  
Notary Public  
My Commission Expires: 11/20/2023  
Personally Known   
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



www.etm-inc.com  
tel 904-642-8550 • fax 904-642-4165  
14775 Old St. Augustline Road • Jacksonville, Florida 32258

July 6, 2021

Work Order No. 20-324.00  
File No. 127B-38.001

### Utility Easement 3

A portion of Subsection 4 of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southerly corner of the Easterly terminus of Courtney Vista Drive, a variable width right of way, as depicted on the plat thereof, recorded in Map Book 106, pages 36 and 37, of the Public Records of said county; thence North  $10^{\circ}43'10''$  West, along said Easterly terminus, 42.50 feet to a point on a non-tangent curve concave Northerly having a radius of 2997.50 feet; thence Easterly departing said Easterly terminus and along the arc of said curve, through a central angle of  $16^{\circ}35'12''$ , an arc length of 867.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $70^{\circ}59'14''$  East, 864.73 feet; thence North  $62^{\circ}41'38''$  East, 366.17 feet; thence North  $64^{\circ}47'36''$  East, 68.25 feet to the Point of Beginning.

From said Point of Beginning, thence North  $27^{\circ}18'22''$  West, 40.00 feet; thence North  $62^{\circ}41'38''$  East, 59.97 feet; thence South  $27^{\circ}18'16''$  East, 80.00 feet to a point lying on the Southerly line of Temporary Access Easement 1, as described and recorded in Official Records Book 4778, page 380, of said Public Records; thence South  $62^{\circ}41'44''$  West, along said Southerly line, 59.96 feet; thence North  $27^{\circ}18'24''$  West, departing said Southerly line, 40.00 feet to the Point of Beginning.

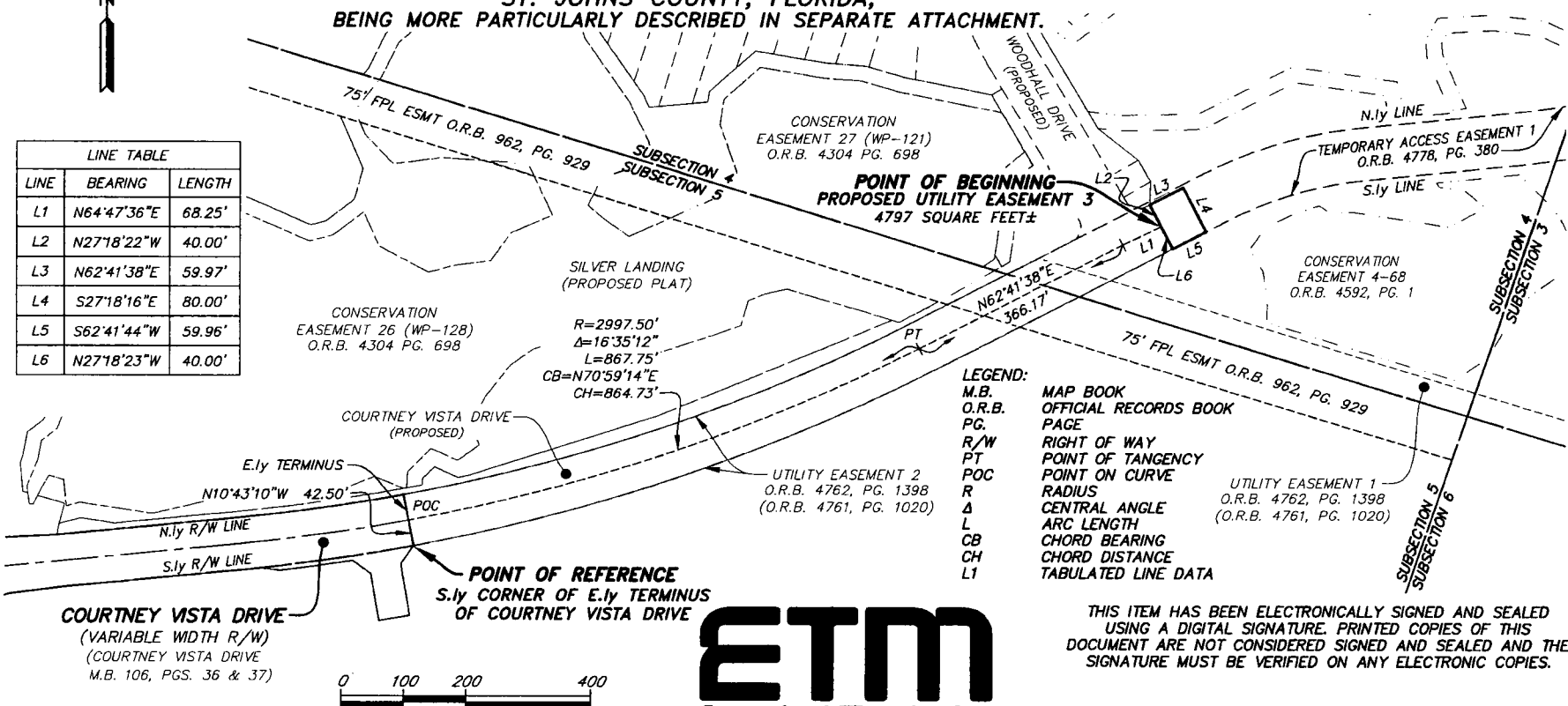
Containing 4797 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SUBSECTION 4 OF SECTION 38 OF THE ANTONIO  
HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

SUBSECTION 4  
SECTION 38  
ANTONIO HUERTAS GRANT  
TOWNSHIP 6 SOUTH  
RANGE 28 EAST



LINE TABLE		
LINE	BEARING	LENGTH
L1	N64°47'36"E	68.25'
L2	N27°18'22"W	40.00'
L3	N62°41'38"E	59.97'
L4	S27°18'16"E	80.00'
L5	S62°41'44"W	59.96'
L6	N27°18'23"W	40.00'



- LEGEND:**
- M.B. MAP BOOK
  - O.R.B. OFFICIAL RECORDS BOOK
  - PG. PAGE
  - 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
  - L1 TABULATED LINE DATA

UTILITY EASEMENT 1  
O.R.B. 4762, PG. 1398  
(O.R.B. 4761, PG. 1020)

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.



14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

Digital Signature By:  
Damon J. Kelly, P.S.M.

SCALE: 1"=200'  
DATE: JULY 6, 2021

DAMON J. KELLY  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 6284

- GENERAL NOTES:**
- THIS IS NOT A SURVEY.
  - BEARINGS BASED ON THE EASTERLY TERMINUS OF COURTNEY VISTA DRIVE AS BEING NORTH 10°43'10" WEST.

**EASEMENT FOR UTILITIES  
(Silver Landing Offsite 4)**

THIS EASEMENT executed and given this 12<sup>th</sup> day of August, 2021 by White's Ford Timber, LLC, a Florida limited liability company, with an address of 111 Nature Walk Parkway, Unit 104, St. Augustine, FL 32092, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 distribution system, sewer force mains & reuse 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or 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 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 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) 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 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:

Beverly L. Cunningham  
Witness

White's Ford Timber, LLC, a Florida  
limited liability company

Beverly L. Cunningham  
Print Name

By: Hutson Management, Inc., a Florida  
corporation

Its: Manager

Loral E. Burke  
Witness

By: John G. Metcalf  
Its: Vice President

Loral E. Burke  
Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 12<sup>th</sup> day of August, 2021, by John G. Metcalf  
as Vice President of Hutson Management, Inc.



Beverly L. Cunningham  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG933307  
Expires 11/20/2023

Beverly L. Cunningham  
Notary Public  
My Commission Expires: 11/20/2023  
Personally Known   
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

EXHIBIT "A"



www.etm-inc.com  
tel 904-642-8550 • fax 904-642-4165  
14775 Old St. Augustine Road • Jacksonville, Florida 32258

July 6, 2021

Work Order No. 20-324.00  
File No. 127B-38.00J

**Utility Easement 4**

A portion of Subsection 4 of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

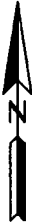
For a Point of Reference, commence at the Southerly corner of the Easterly terminus of Courtney Vista Drive, a variable width right of way, as depicted on the plat thereof, recorded in Map Book 106, pages 36 and 37, of the Public Records of said county; thence North  $10^{\circ}43'10''$  West, along said Easterly terminus, 42.50 feet to a point on a non-tangent curve concave Northerly having a radius of 2997.50 feet; thence Easterly departing said Easterly terminus and along the arc of said curve, through a central angle of  $16^{\circ}35'12''$ , an arc length of 867.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $70^{\circ}59'14''$  East, 864.73 feet; thence North  $62^{\circ}41'38''$  East, 280.07 feet to the Northeasterly line of Utility Easement 2, as described and recorded in Official Records Book 4762, page 1398, of said Public Records; thence South  $72^{\circ}44'25''$  East, along said Northeasterly line, 60.56 feet to the Westerly most corner thereof, said corner lying on the Southerly line of Temporary Access Easement 1, as described and recorded in Official Records Book 4778, page 380, of said Public Records, and the Point of Beginning.

From said Point of Beginning, thence North  $62^{\circ}41'38''$  East, along said Southerly line, 113.69 feet; thence South  $17^{\circ}15'35''$  West, departing said Southerly line, 79.78 feet to a point lying on the Northeasterly line of Utility Easement 1, of said Official Records Book 4762, page 1398; thence North  $72^{\circ}44'25''$  West, along said Northeasterly line, 81.00 feet to the Northerly most corner thereof and the Point of Beginning.

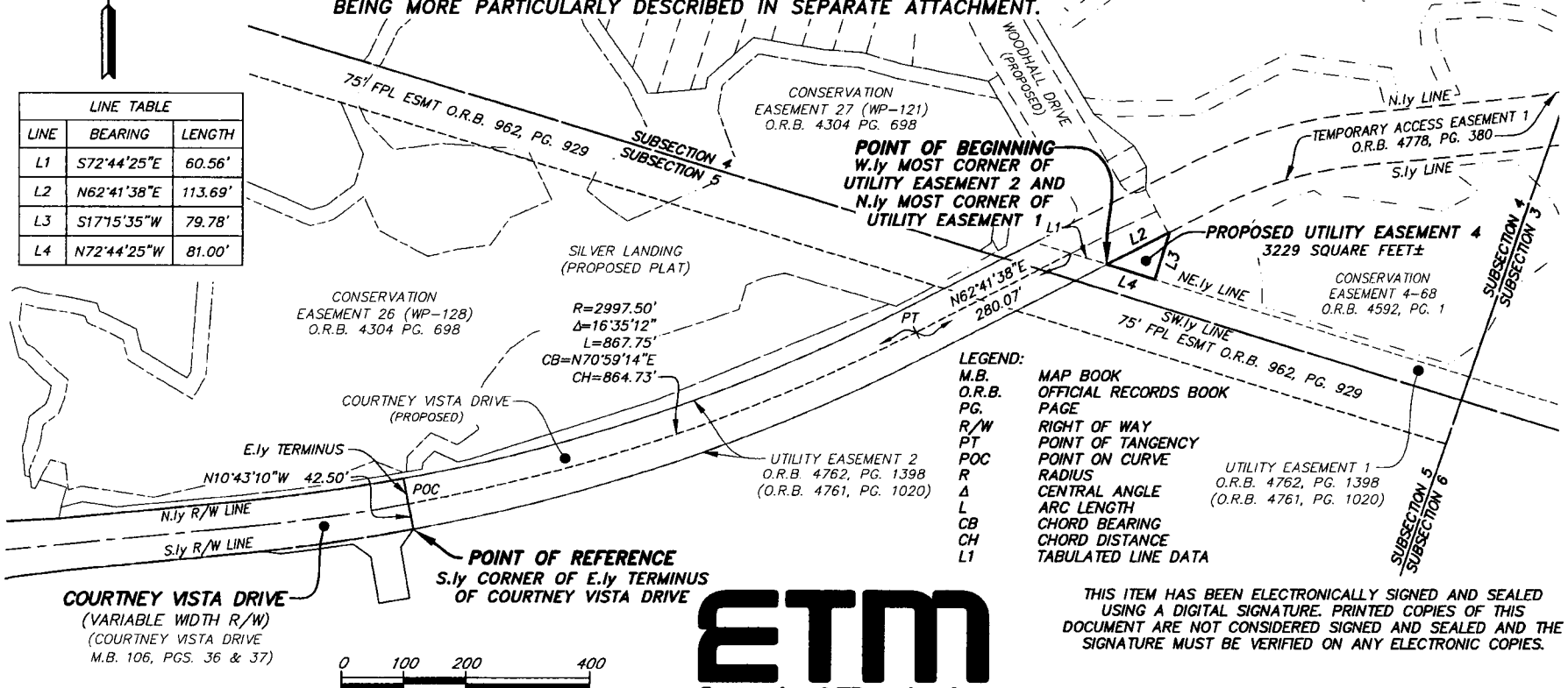
Containing 3229 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SUBSECTION 4 OF SECTION 38 OF THE ANTONIO  
HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

SUBSECTION 4  
SECTION 38  
ANTONIO HUERTAS GRANT  
TOWNSHIP 6 SOUTH  
RANGE 28 EAST



LINE TABLE		
LINE	BEARING	LENGTH
L1	S72°44'25"E	60.56'
L2	N62°41'38"E	113.69'
L3	S17°15'35"W	79.78'
L4	N72°44'25"W	81.00'



- LEGEND:**
- M.B. MAP BOOK
  - O.R.B. OFFICIAL RECORDS BOOK
  - PG. PAGE
  - 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
  - L1 TABULATED LINE DATA

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.



14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

Digital Signature By:  
Damon J. Kelly, P.S.M.

DAMON J. KELLY  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 6284

SCALE: 1"=200'  
DATE: JULY 6, 2021

**GENERAL NOTES:**  
1) THIS IS NOT A SURVEY.  
2) BEARINGS BASED ON THE EASTERLY TERMINUS OF COURTNEY VISTA DRIVE AS BEING NORTH 10°43'10" WEST.

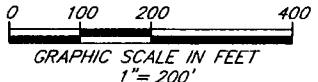


Exhibit "F" to Resolution

**EASEMENT FOR UTILITIES  
(Silver Landing Offsite 1, 5 and 6)**

THIS EASEMENT executed and given this 12<sup>th</sup> day of August, 2021 by White's Ford Timber, LLC, a Florida limited liability company, with an address of 111 Nature Walk Parkway, Unit 104, St. Augustine, FL 32092, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 gravity sewer collection system 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or 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 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 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. GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and 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.

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:

Beverly L. Cunningham  
Witness

White's Ford Timber, LLC, a Florida  
limited liability company

Beverly L. Cunningham  
Print Name

By: Hutson Management, Inc., a Florida  
corporation  
Its: Manager


Loral E. Burke  
Witness

By: John G. Metcalf  
Its: Vice President

Loral E. Burke  
Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 12<sup>th</sup> day of August, 2021, by John G. Metcalf  
as Vice President of Hutson Management, Inc.

 Beverly L. Cunningham  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG933307  
Expires 11/20/2023

Beverly L. Cunningham  
Notary Public  
My Commission Expires: 11/20/2023  
Personally Known   
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

# EXHIBIT "A"



www.etm-inc.com  
tel 904-642-8550 • fax 904-642-4165  
14775 Old St. Augustine Road • Jacksonville, Florida 32258

May 12, 2021

Work Order No. 20-324.00  
File No. 127B-38.00C

## Temporary Offsite Utility Easement 1

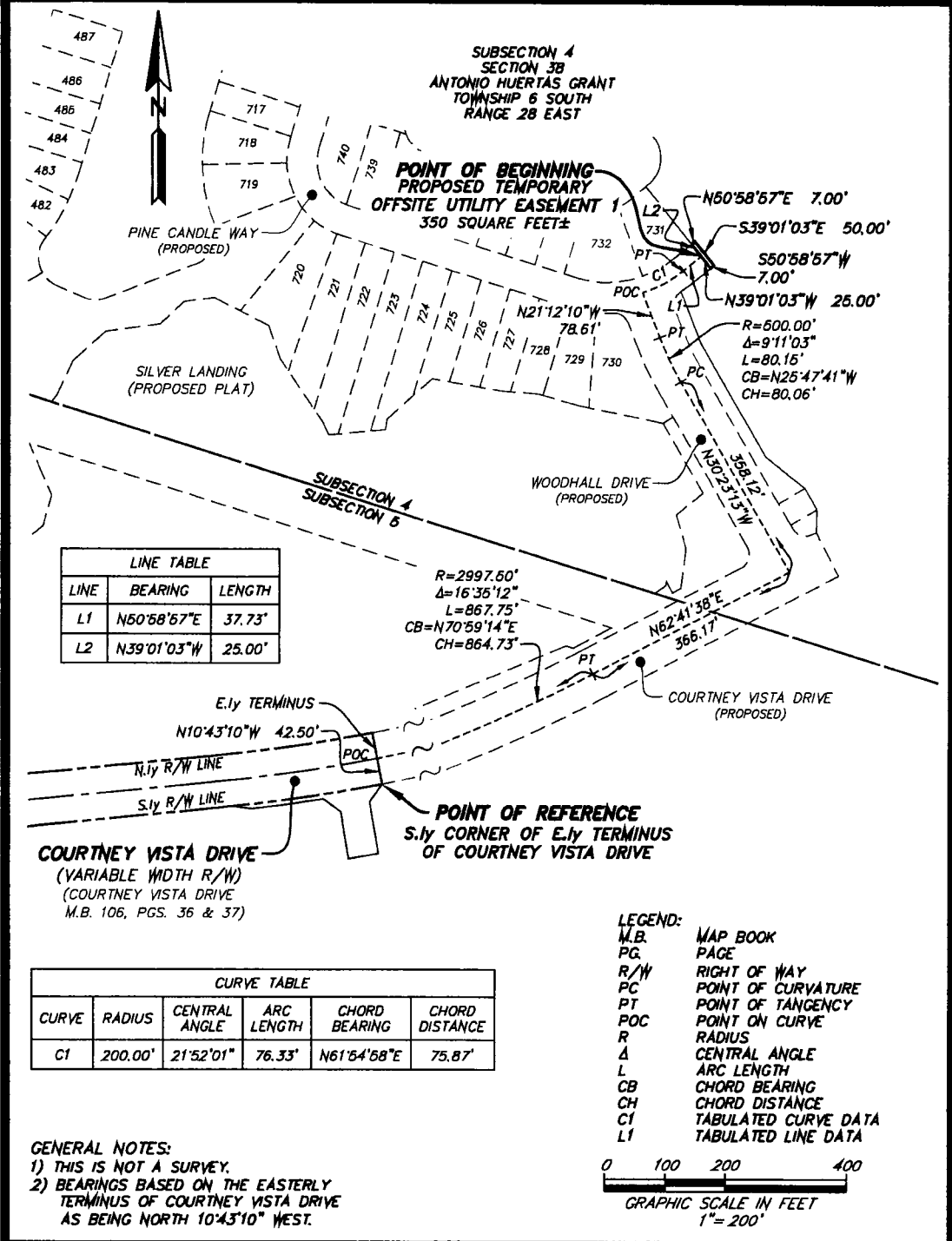
A portion of Subsection 4 of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southerly corner of the Easterly terminus of Courtney Vista Drive, a variable width right of way, as depicted on the plat thereof, recorded in Map Book 106, pages 36 and 37, of the Public Records of said county; thence North  $10^{\circ}43'10''$  West, along said Easterly terminus, 42.50 feet to a point on a non-tangent curve concave Northerly having a radius of 2997.50 feet; thence Easterly departing said Easterly terminus and along the arc of said curve, through a central angle of  $16^{\circ}35'12''$ , an arc length of 867.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $70^{\circ}59'14''$  East, 864.73 feet; thence North  $62^{\circ}41'38''$  East, 366.17 feet; thence North  $30^{\circ}23'13''$  West, 358.12 feet to the point of curvature of a curve concave Northeasterly having a radius of 500.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $09^{\circ}11'03''$ , an arc length of 80.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $25^{\circ}47'41''$  West, 80.06 feet; thence North  $21^{\circ}12'10''$  West, 78.61 feet to a point on a non-tangent curve concave Northwesterly having a radius of 200.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $21^{\circ}52'01''$ , an arc length of 76.33 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $61^{\circ}54'58''$  East, 75.87 feet; thence North  $50^{\circ}58'57''$  East, 37.73 feet to the Point of Beginning.

From said Point of Beginning, thence North  $39^{\circ}01'03''$  West, 25.00 feet; thence North  $50^{\circ}58'57''$  East, 7.00 feet; thence South  $39^{\circ}01'03''$  East, 50.00 feet; thence South  $50^{\circ}58'57''$  West, 7.00 feet; thence North  $39^{\circ}01'03''$  West, 25.00 feet to the Point of Beginning.

Containing 350 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SUBSECTION 4 OF SECTION 38 OF THE ANTONIO  
HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



LINE TABLE		
LINE	BEARING	LENGTH
L1	N50°58'57"E	37.73'
L2	N39°01'03"W	25.00'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	200.00'	21°52'01"	76.33'	N61°54'58"E	75.87'

**GENERAL NOTES:**  
1) THIS IS NOT A SURVEY.  
2) BEARINGS BASED ON THE EASTERLY TERMINUS OF COURTNEY VISTA DRIVE AS BEING NORTH 10°43'10" WEST.

**ETM**  
**Surveying & Mapping, Inc.**  
**VISION • EXPERIENCE • RESULTS**

14775 Old St. Augustine Road, Jacksonville, FL. 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

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.

SCALE: 1"=200'  
DATE: MAY 12, 2021

Digital Signature By:  
Damon J. Kelly, P.S.M.  
**DAMON J. KELLY**  
**PROFESSIONAL SURVEYOR AND MAPPER**  
STATE OF FLORIDA LS No. 6284

May 12, 2021

Work Order No. 20-324.00  
File No. 127B-38.00B

### Utility Easement

A portion of Subsection 4 of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

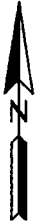
For a Point of Reference, commence at the Southerly corner of the Easterly terminus of Courtney Vista Drive, a variable width right of way, as depicted on the plat thereof, recorded in Map Book 106, pages 36 and 37, of the Public Records of said county; thence North  $10^{\circ}43'10''$  West, along said Easterly terminus, 42.50 feet to a point on a non-tangent curve concave Northerly having a radius of 2997.50 feet; thence Easterly departing said Easterly terminus and along the arc of said curve, through a central angle of  $16^{\circ}35'12''$ , an arc length of 867.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $70^{\circ}59'14''$  East, 864.73 feet; thence North  $62^{\circ}41'38''$  East, 366.17 feet; thence North  $30^{\circ}23'13''$  West, 105.41 feet; thence North  $59^{\circ}36'47''$  East, 90.00 feet to the Point of Beginning.

From said Point of Beginning, thence continue North  $59^{\circ}36'47''$  East, 40.00 feet; thence South  $30^{\circ}23'13''$  East, 74.85 feet; thence South  $62^{\circ}41'38''$  West, 40.06 feet; thence North  $30^{\circ}23'13''$  West, 72.70 feet to the Point of Beginning.

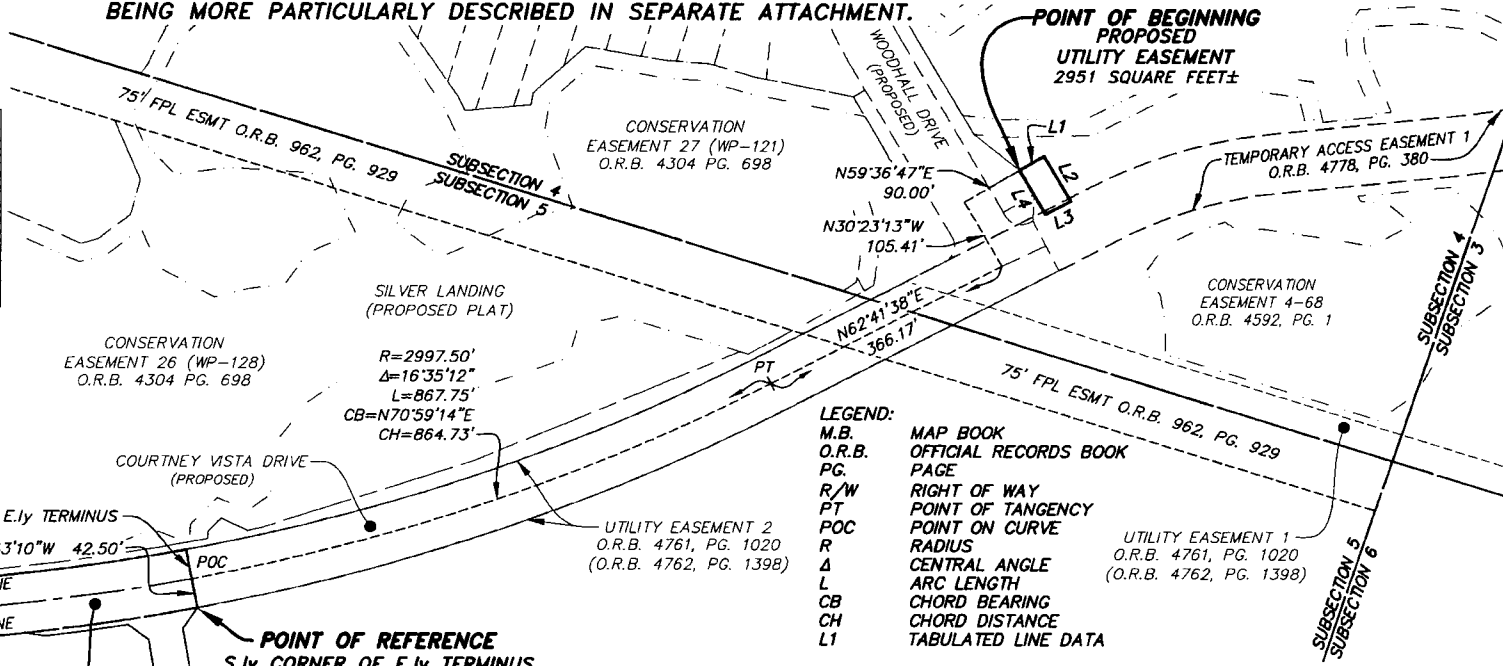
Containing 2951 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SUBSECTION 4 OF SECTION 38 OF THE ANTONIO  
HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

SUBSECTION 4  
SECTION 38  
ANTONIO HUERTAS GRANT  
TOWNSHIP 6 SOUTH  
RANGE 28 EAST



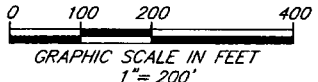
LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°36'47"E	40.00'
L2	S30°23'13"E	74.85'
L3	S62°41'38"W	40.06'
L4	N30°23'13"W	72.70'



- LEGEND:**
- M.B. MAP BOOK
  - O.R.B. OFFICIAL RECORDS BOOK
  - PG. PAGE
  - 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
  - L1 TABULATED LINE DATA

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.

**COURTNEY VISTA DRIVE**  
(VARIABLE WIDTH R/W)  
(COURTNEY VISTA DRIVE  
M.B. 106, PGS. 36 & 37)



**ETM**  
**Surveying & Mapping, Inc.**  
VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

Digital Signature By:  
Damon J. Kelly, P.S.M.

- GENERAL NOTES:**
- THIS IS NOT A SURVEY.
  - BEARINGS BASED ON THE EASTERLY TERMINUS OF COURTNEY VISTA DRIVE AS BEING NORTH 10°43'10" WEST.

SCALE: 1"=200'  
DATE: MAY 12, 2021  
DAMON J. KELLY  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 6284

July 29, 2021

Work Order No. 20-324.00  
File No. 127B-38.00L

### Offsite Utility Easement 6

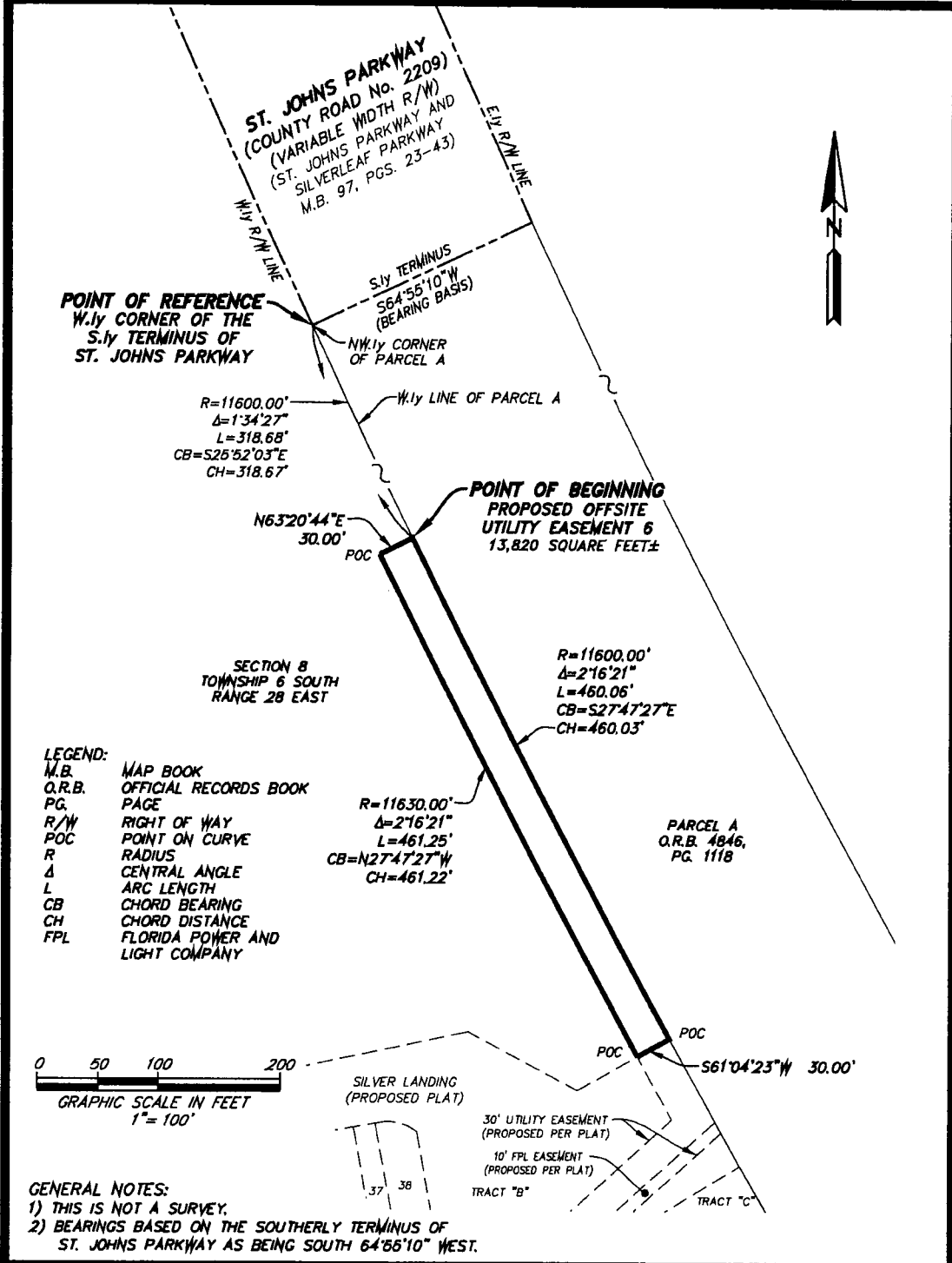
A portion of Section 8, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Westerly corner of the Southerly terminus of St. Johns Parkway (County Road No. 2209), a variable width right of way, as depicted on St. Johns Parkway and Silverleaf Parkway, a plat recorded in Map Book 97, pages 23 through 43, of the Public Records of said county, said corner being the Northwesterly corner of Parcel A, as described and recorded in Official Records Book 4846, page 1118, of said Public Records; thence Southeasterly along the Westerly line of said Parcel A and along the arc of a curve concave Northeasterly having a radius of 11600.00 feet, through a central angle of  $01^{\circ}34'27''$ , an arc length of 318.68 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $25^{\circ}52'03''$  East, 318.67 feet.

From said Point of Beginning, thence continue Southeasterly along said Westerly line and along the arc of a curve concave Northeasterly having a radius of 11600.00 feet, through a central angle of  $02^{\circ}16'21''$ , an arc length of 460.06 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $27^{\circ}47'27''$  East, 460.03 feet; thence South  $61^{\circ}04'23''$  West, departing said Westerly line and along a non-tangent line, 30.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 11630.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $02^{\circ}16'21''$ , an arc length of 461.25 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $27^{\circ}47'27''$  West, 461.22 feet; thence North  $63^{\circ}20'44''$  East, along a non-tangent line, 30.00 feet to the Point of Beginning.

Containing 13820 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



**ETM**  
**Surveying & Mapping, Inc.**  
VISION • EXPERIENCE • RESULTS

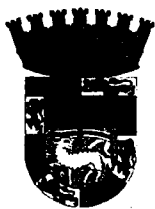
14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

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.

SCALE: 1"=100'  
DATE: JULY 29, 2021

Digital Signature By:  
Damon J. Kelly, P.S.M.  
**DAMON J. KELLY**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 6284

Exhibit "G" to Resolution



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**

For

SILVER LANDING (AKA SILVERLEAF PARCEL 294-1)

Land Planners Development II, Inc., (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

"SEE EXHIBIT A - SCHEDULE OF VALUES FOR SILVER LANDING"

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

**IN WITNESS WHEREOF**, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 9<sup>th</sup> of March, 2022.

**WITNESS:**

*Sherry Kehoe*

Witness Signature

*Sherry Kehoe*

Print Witness Name

**OWNER:**

*Cody Hutson*

Owner's Signature


Cody Hutson

Print Owner's Name

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9<sup>th</sup> day of March, 2021<sup>st</sup>, by Cody Hutson as Vice President for Land Planners Development II, Inc.

 Beverly L. Cunningham  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG933307  
Expires 11/20/2023

*Beverly L. Cunningham*  
Notary Public  
My Commission Expires: 11/20/2023

Personally Known or Produced Identification  
Type of Identification Produced

Exhibit "A" to Bill of Sale



**St. Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

Project Name: Silverleaf Parcel 29A-1 Silver Landing  
 Contractor: J.B. Coxwell Contracting, Inc.  
 Developer: Land Planners Development II, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
02" PVC Poly WM	LF	1,764.00	\$ 19.73	\$ 34,803.72
04" DR-18 PVC WM	LF	446.00	\$ 23.34	\$ 10,409.64
06" DR-18 PVC WM	LF	890.00	\$ 23.80	\$ 21,182.00
08" DR-18 PVC WM	LF	20,721.00	\$ 31.18	\$ 646,080.78
10" DR-18 PVC WM	LF	30.00	\$ 37.60	\$ 1,128.00
12" DR-18 PVC WM	LF	7,320.00	\$ 38.87	\$ 284,528.40
08" DR-18 FPVC WM	LF	1,075.00	\$ 51.24	\$ 55,083.00
10" DR-18 FPVC WM	LF	110.00	\$ 58.29	\$ 6,411.90
12" DR-18 FPVC WM	LF	700.00	\$ 79.50	\$ 55,650.00
<b>Water Valves (Size and Type)</b>				
4" Gate Valve WM - American	EA	4.00	\$ 1,046.37	\$ 4,185.48
6" Gate Valve WM - American	EA	62.00	\$ 1,217.64	\$ 75,493.68
8" Gate Valve WM - American	EA	54.00	\$ 1,608.68	\$ 86,868.72
12" Gate Valve WM - American	EA	24.00	\$ 2,681.37	\$ 64,352.88
20"x06" Tap/Valve WM - American	EA	3.00	\$ 7,739.72	\$ 23,219.16
20"x10" Tap/Valve WM - American	EA	2.00	\$ 10,306.40	\$ 20,612.80
20"x12" Tap/Valve WM - American	EA	2.00	\$ 11,245.39	\$ 22,490.78
24"x10" Tap/Valve WM - American	EA	1.00	\$ 10,033.89	\$ 10,033.89
<b>Hydrants Assembly (Size and Type)</b>				
Fire Hydrant WM - American	EA	62.00	\$ 3,379.46	\$ 209,526.52
Flushing Hydrant WM - American	EA	16.00	\$ 1,477.18	\$ 23,634.88
<b>Sevices (Size and Type)</b>				
1" Poly	EA	814.00	\$ 733.73	\$ 597,256.22
<b>Total Water System Cost</b>				<b>\$ 1,057,995.85</b>



**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: Silverleaf Parcel 29A-1 Silver Landing  
 Contractor: J.B. Coxwell Contracting, Inc.  
 Developer: Land Planners Development II, Inc

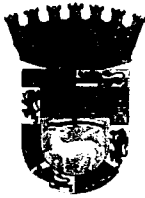
	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Reuse Mains (Size, Type &amp; Pipe Class)</b>				
02" SDR-9 Poly RM	LF	946.00	\$ 20.89	\$ 19,761.94
04" DR-18 PVC RM	LF	571.00	\$ 23.23	\$ 13,264.33
06" DR-18 PVC RM	LF	10,195.00	\$ 26.86	\$ 273,837.70
08" DR-18 PVC RM	LF	8,350.00	\$ 31.13	\$ 259,935.50
12" DR-18 PVC RM	LF	5,698.00	\$ 42.87	\$ 244,273.26
04" DR-18 FPVC RM	LF	154.00	\$ 36.12	\$ 5,562.48
06" DR-18 FPVC RM	LF	407.00	\$ 40.13	\$ 16,332.91
08" DR-18 FPVC RM	LF	410.00	\$ 55.88	\$ 22,910.80
12" DR-18 FPVC RM	LF	452.00	\$ 78.14	\$ 35,319.28
<b>Reuse Valves (Size and Type)</b>				
04" Gate Valve RM - American	Ea	8.00	\$ 1,028.16	\$ 8,225.28
06" Gate Valve RM - American	Ea	26.00	\$ 1,220.51	\$ 31,733.26
08" Gate Valve RM - American	Ea	23.00	\$ 1,608.59	\$ 36,997.57
12" Gate Valve RM - American	Ea	15.00	\$ 2,681.37	\$ 40,220.55
20"x12" Tap/Valve RM - American	Ea	1.00	\$ 11,046.81	\$ 11,046.81
<b>Sevices (Size and Type)</b>				
1" Poly	Ea	605.00	\$ 711.96	\$ 430,735.80
<b>Total Reuse System Cost</b>				<b>\$ 1,450,157.47</b>



**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: Silverleaf Parcel 29A-1 Silver Landing  
 Contractor: J.B. Coxwell Contracting, Inc.  
 Developer: Land Planners Development II, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
04" DR-18 PVC	LF	16.00	\$ 24.93	\$ 398.88
06" DR-18 PVC	LF	208.00	\$ 38.55	\$ 8,018.40
08" DR-18 PVC	LF	15.00	\$ 37.95	\$ 569.25
20" DR-25 PVC	LF	478.00	\$ 73.26	\$ 35,018.28
04" DR-18 FPVC	LF	36.00	\$ 38.46	\$ 1,384.56
06" DR-18 FPVC	LF	1,557.00	\$ 44.09	\$ 68,648.13
08" DR-18 FPVC	LF	478.00	\$ 101.75	\$ 48,636.50
<b>Sewer Valves (Size and Type)</b>				
06" Gate Valve - American	Ea	3.00	\$ 1,215.89	\$ 3,647.67
20" Gate Valve - American	Ea	1.00	\$ 12,773.62	\$ 12,773.62
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
08" SDR-26 PVC	LF	28,356.00	\$ 69.27	\$ 1,964,220.12
08" DR-18 PVC	LF	255.00	\$ 101.16	\$ 25,795.80
08" DR-18 Restrained PVC	LF	487.00	\$ 96.96	\$ 47,219.52
<b>Laterals (Size and Type)</b>				
06" SDR-26 PVC Sewer Service	EA	812.00	\$ 941.33	\$ 764,359.96
<b>Manholes (Size and Type)</b>				
Type A Sanitary Sewer Manhole	EA	86.00	\$ 4,682.71	\$ 402,713.06
Type A Sanitary Sewer Manhole, Lined	EA	28.00	\$ 9,140.17	\$ 255,924.76
Type B Sanitary Sewer Manhole, Lined	EA	11.00	\$ 14,567.60	\$ 160,243.60
<b>Lift Station 1</b>				
Mechanical Equipment	Lump Sum	1.00	\$ 115,653.34	\$ 115,653.34
Process Piping	Lump Sum	1.00	\$ 38,551.11	\$ 38,551.11
Process Structure	Lump Sum	1.00	\$ 144,566.67	\$ 144,566.67
Process Electrical Equipment	Lump Sum	1.00	\$ 67,464.45	\$ 67,464.45
Other Improvements	Lump Sum	1.00	\$ 19,275.56	\$ 19,275.56
<b>Lift Station 2</b>				
Mechanical Equipment	Lump Sum	1.00	\$ 115,653.34	\$ 115,653.34
Process Piping	Lump Sum	1.00	\$ 38,551.11	\$ 38,551.11
Process Structure	Lump Sum	1.00	\$ 144,566.67	\$ 144,566.67
Process Electrical Equipment	Lump Sum	1.00	\$ 67,464.45	\$ 67,464.45
Other Improvements	Lump Sum	1.00	\$ 19,275.56	\$ 19,275.56
<b>Lift Station 3</b>				
Mechanical Equipment	Lump Sum	1.00	\$ 115,653.34	\$ 115,653.34
Process Piping	Lump Sum	1.00	\$ 38,551.11	\$ 38,551.11
Process Structure	Lump Sum	1.00	\$ 144,566.67	\$ 144,566.67
Process Electrical Equipment	Lump Sum	1.00	\$ 67,464.45	\$ 67,464.45
Other Improvements	Lump Sum	1.00	\$ 19,275.56	\$ 19,275.56
<b>Total Sewer System Cost</b>				<b>\$ 4,185,083.24</b>



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum (\$6,693,236.56, six million, six hundred ninety three thousand, two hundred thirty six dollars and fifty six cents) hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through (March 11, 2022) to (Land Planners & Development II, Inc.). to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR (Silverleaf Parcel 29A-1) Silver Landing”

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

**IN WITNESS WHEREOF**, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this of 3, 11. 2022

WITNESS:

J. Matthew Dennis  
Witness Signature

J. Matthew Dennis  
Print Witness Name

OWNER:

Chris Blank  
Lienor's Signature

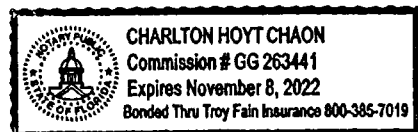
Chris Blank, VP of Operations  
Print Lienor's Name

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11 day of MARCH, 2022, by Chris Blank as V.P. Operations for J.B. Coxwell Contracting, Inc.

Charlton Hoyt Chaon  
Notary Public  
My Commission Expires: 11-8-2022

Personally Known or Produced Identification  
Type of Identification Produced





**St. Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

Project Name:	Silverleaf Parcel 29A-1 Silver Landing
Contractor:	J.B. Coxwell Contracting, Inc.
Developer:	Land Planners Development II, Inc.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
02" PVC Poly WM	LF	1,764.00	\$ 19.73	\$ 34,803.72
04" DR-18 PVC WM	LF	446.00	\$ 23.34	\$ 10,409.64
06" DR-18 PVC WM	LF	890.00	\$ 23.80	\$ 21,182.00
08" DR-18 PVC WM	LF	20,721.00	\$ 31.18	\$ 646,080.78
10" DR-18 PVC WM	LF	30.00	\$ 37.60	\$ 1,128.00
12" DR-18 PVC WM	LF	7,320.00	\$ 38.87	\$ 284,528.40
08" DR-18 FPVC WM	LF	1,075.00	\$ 51.24	\$ 55,083.00
10" DR-18 FPVC WM	LF	110.00	\$ 58.29	\$ 6,411.90
12" DR-18 FPVC WM	LF	700.00	\$ 79.50	\$ 55,650.00
<b>Water Valves (Size and Type)</b>				
4" Gate Valve WM - American	EA	4.00	\$ 1,046.37	\$ 4,185.48
6" Gate Valve WM - American	EA	62.00	\$ 1,217.64	\$ 75,493.68
8" Gate Valve WM - American	EA	54.00	\$ 1,608.68	\$ 86,868.72
12" Gate Valve WM - American	EA	24.00	\$ 2,681.37	\$ 64,352.88
20"x06" Tap/Valve WM - American	EA	3.00	\$ 7,739.72	\$ 23,219.16
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**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: Silverleaf Parcel 29A-1 Silver Landing  
 Contractor: J.B. Coxwell Contracting, Inc.  
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02" SDR-9 Poly RM	LF	946.00	\$ 20.89	\$ 19,761.94
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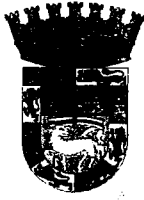


**St. Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

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 Contractor: J.B. Coxwell Contracting, Inc.  
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08" DR-18 PVC	LF	255.00	\$ 101.16	\$ 25,795.80
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Process Piping	Lump Sum	1.00	\$ 38,551.11	\$ 38,551.11
Process Structure	Lump Sum	1.00	\$ 144,566.67	\$ 144,566.67
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Other Improvements	Lump Sum	1.00	\$ 19,275.56	\$ 19,275.56
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Process Electrical Equipment	Lump Sum	1.00	\$ 67,464.45	\$ 67,464.45
Other Improvements	Lump Sum	1.00	\$ 19,275.56	\$ 19,275.56
<b>Total Sewer System Cost</b>				<b>\$ 4,185,083.24</b>

Exhibit "I" to Resolution



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: (03/11/2022)

Project Title: (Silverleaf Parcel 29A-1) Silver Landing  
St. Johns County, Florida

FROM: (J. B. Coxwell Contracting, Inc.)  
(6741 Lloyd Road West)  
(Jacksonville, FL 32254)

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:

Contractor's Signature

Chris Blank, VP of Operations

Print Contractor's Name

STATE OF FLORIDA  
COUNTY OF ST JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10 day of March, 2022, by Chris Blank as V.P. operations for J.B. Coxwell Contracting, Inc.

Notary Public

My Commission Expires: 11-8-2022

Personally Known or Produced Identification  
Type of Identification Produced

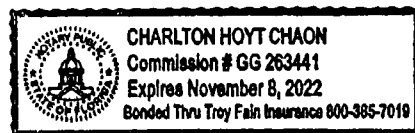




Exhibit "J" to Resolution

**St. Johns County Board of County Commissioners**

Utility Department

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INTEROFFICE MEMORANDUM

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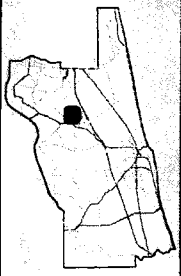
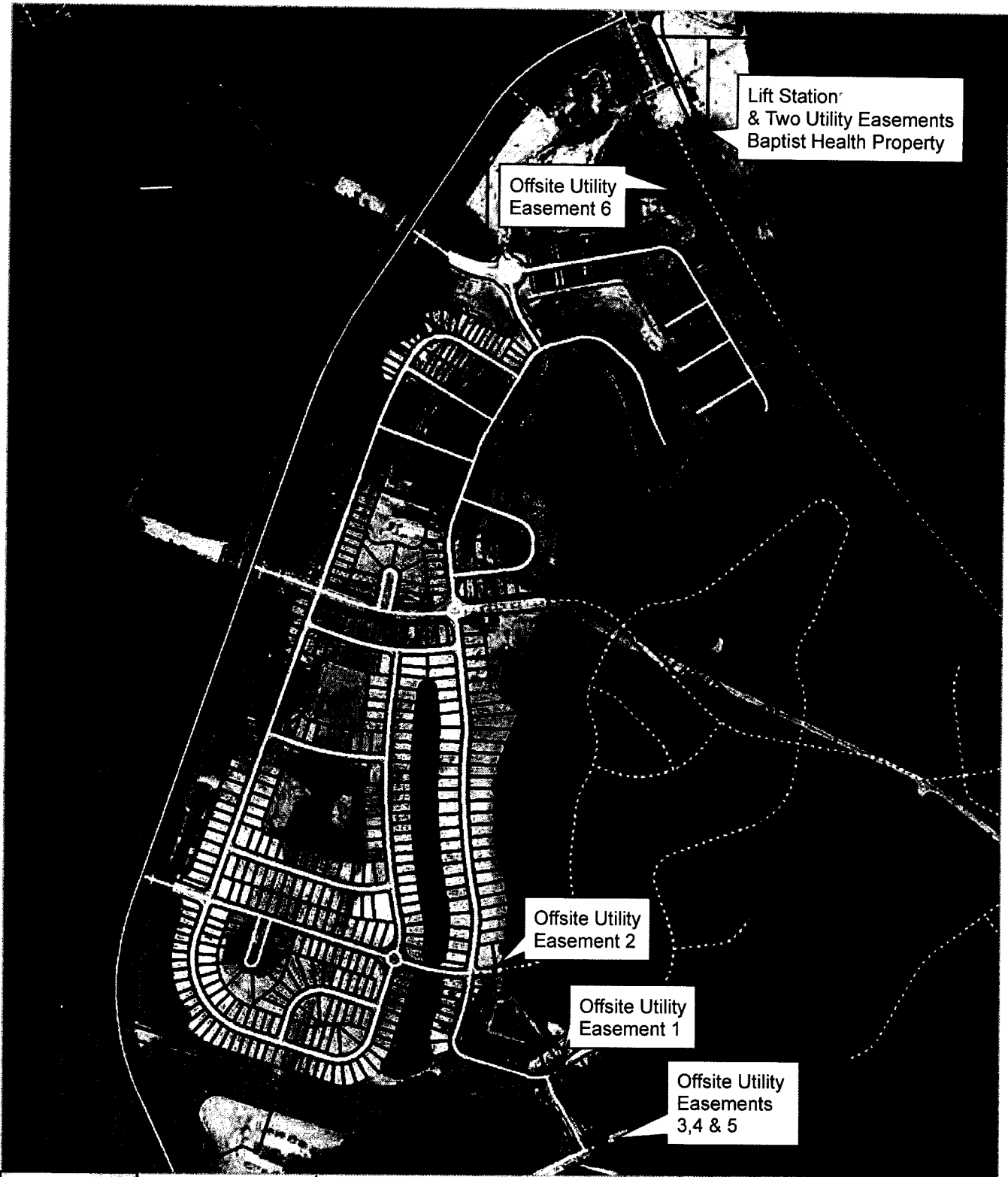
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Silver Landing (Silverleaf Parcel 29A-1)  
DATE: July 11, 2022

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, Warranty and Special Warranty Deed to the Board of County Commissioners (BCC) for final approval and acceptance of Silver Landing (Silverleaf Parcel 29A-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.



2021 Aerial Imagery

0 190 380 760  
Feet

Date: 9/7/2022

Silver Landing  
(Silverleaf Parcel 29A-1)

Special Warranty Deed, 5 Easements  
for Utilities, Bill of Sale, Final Release  
of Lien & Warranty

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0782

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.

