

RESOLUTION NO. 2021- 105

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES, FINAL RELEASE OF LIEN, WARRANTY AND BILL OF SALE AND SCHEDULE OF VALUES ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE ROCK SPRINGS FARMS LOCATED OFF U.S. 1 SOUTH.

RECITALS

WHEREAS, Rock Springs Farms, LLC, a Florida limited liability company, has executed and presented to the County an Easement associated with the water and sewer systems to serve Rock Springs Farms located off U.S. 1 South, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Rock Springs Farms, LLC, a Florida limited liability company, has executed and presented to the County an Easement associated with the water and sewer systems to serve Rock Springs Farms located off U.S. 1 South, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Rock Springs Farms LLC, a Florida limited liability company, has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the water and sewer systems to serve Rock Springs Farms, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, Earthworks of Florida, LLC, a Florida limited liability company has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Rock Springs Farms located off U.S. 1 South, attached hereto as Exhibits "D" and "E", 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 "F" 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 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 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 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 16 day of March, 2021.

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

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

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

Tam Halterman
Deputy Clerk

RENDITION DATE 3/18/21



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4 day of November, 2020
by Rock Springs Farms LLC, with an address of
P.O. Box 22547, St. Simons Island, GA 31522, 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 & 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. 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) 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.

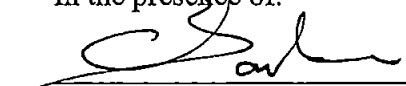
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, 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.

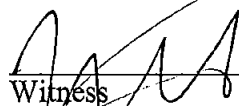
Signed, sealed and delivered
In the presence of:



Witness

CHASE BARKIE

Print Name

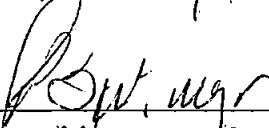


Witness

Chase Barkie

Print Name

Rock Springs Farms LLC

By: 

Its: Manager

STATE OF FLORIDA Georgia
COUNTY OF Glynn

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of November, 2020, by

John P. Jones as Manager
for Pharm Systems Focus LLC



Notary Public
My Commission Expires: 1/9/2024

Personally Known or Produced Identification
Type of Identification Produced

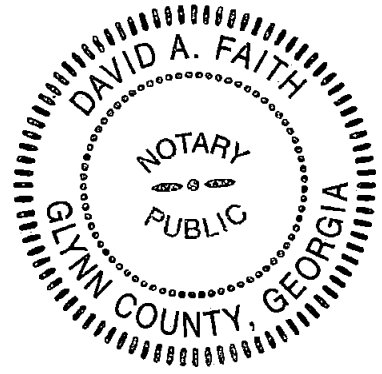


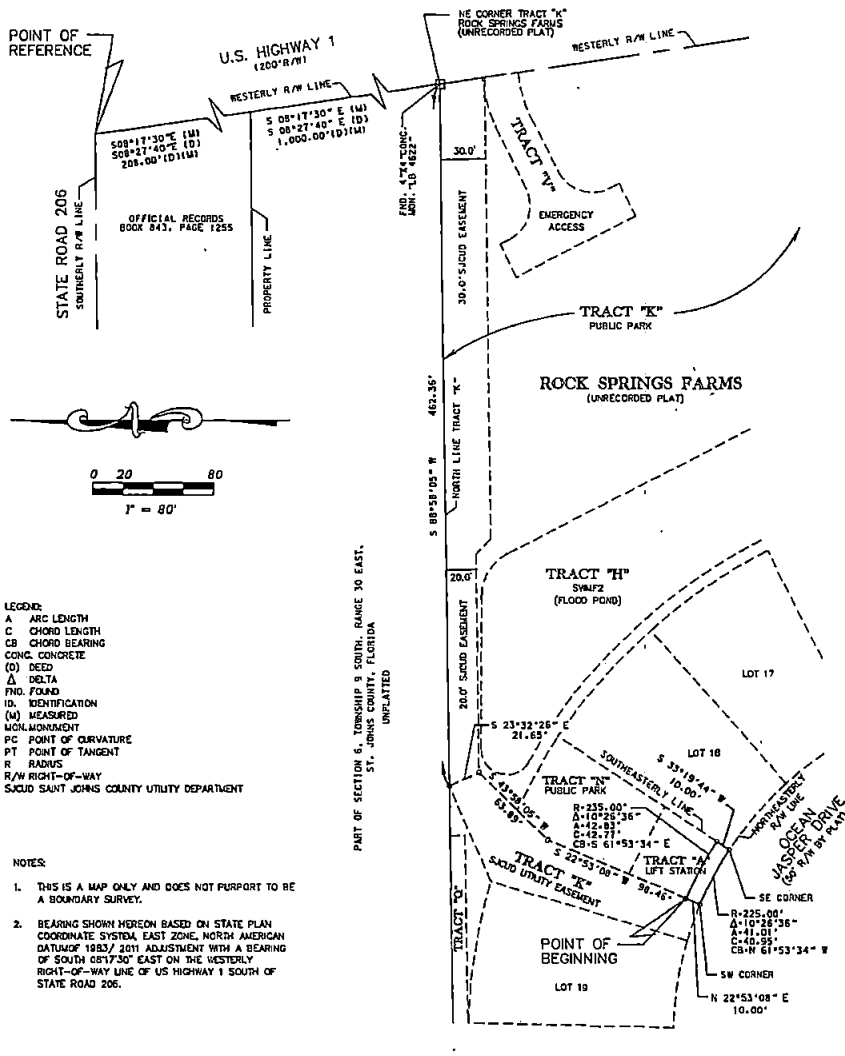
Exhibit "A"

MAP OF: 10' WIDE UTILITY EASEMENT

UTILITY EASEMENT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF TRACT "A" OF THAT UNRECORDED PLAT OF ROCK SPRINGS FARMS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 206 WITH THE WESTERLY RIGHT-OF-WAY LINE U.S. HIGHWAY NO. 1; THENCE SOUTH 08°27'40" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 208.00 FEET TO THE SOUTHEASTERLY CORNER OF THE LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 843, PAGE 1255; THENCE CONTINUE SOUTH 08°27'40" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 1000.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4655, PAGE 535 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT "K" OF THAT UNRECORDED PLAT OF ROCK SPRINGS FARMS; THENCE SOUTH 88°58'03" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID TRACT "K", A DISTANCE OF 452.36 FEET; THENCE SOUTH 23°32'25" EAST, LEAVING SAID NORTH LINE, A DISTANCE OF 21.65 FEET; THENCE SOUTH 43°58'03" WEST, A DISTANCE OF 63.89 FEET; THENCE SOUTH 22°33'09" WEST, A DISTANCE OF 98.46 FEET TO A POINT ON THE NORTHWESTERLY LINE OF TRACT "A" OF SAID UNRECORDED PLAT AND THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 235.00 FEET; THENCE SOUTHEASTERLY LEAVING SAID NORTHWESTERLY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.83 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID TRACT "A"; THENCE SOUTH 33°19'44" WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT "A", SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OCEAN JASPER DRIVE (A 50 FOOT RIGHT-OF-WAY BY SAID UNRECORDED PLAT OF ROCK SPRINGS FARMS), SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 225.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 41.01 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING OF NORTH 61°53'34" WEST AND A CHORD DISTANCE OF 40.95 FEET TO A POINT ON SAID CURVE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 22°53'08" EAST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 419 SQUARE FEET, MORE OR LESS.



- LEGEND:**
- A ARC LENGTH
 - C CHORD LENGTH
 - CB CHORD BEARING
 - CONG. CONCRETE
 - (D) DEED
 - Δ DELTA
 - FND. FOUND
 - ID. IDENTIFICATION
 - (M) MEASURED
 - MON. MONUMENT
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENT
 - R RADIUS
 - R/W RIGHT-OF-WAY
 - S.C.U.D. SAINT JOHNS COUNTY UTILITY DEPARTMENT

- NOTES:**
1. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
 2. BEARING SHOWN HEREON BASED ON STATE PLAN COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/ 2011 ADJUSTMENT WITH A BEARING OF SOUTH 08°17'30" EAST ON THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 1 SOUTH OF STATE ROAD 206.

<p>gai consultants 1301 Riverplace Boulevard, Suite 900 Jacksonville, Florida 32207 904-363-1119 www.gaiconsultants.com</p>	<p>LEGEND:</p>	<p>SCALE 1" = 80'</p>	<p>I HEREBY CERTIFY THAT THIS MAP MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 62B07 OF THE FLORIDA STATUTES AND 91-17 OF THE FLORIDA ADMINISTRATIVE CODE.</p>
	<p>CERT. NO. LB3204</p>	<p>JOB NO. B191183.00</p>	

JOSEPH K. LEK, FLA. P.S.M. CERT. NO. LS 6016

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

Exhibit "B" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 20 day of October, 2020
by Rock Springs Farms LLC, with an address of
P.O. Box 22547, St. Simons Island GA 31522 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, 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

64

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.

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:

[Signature]
Witness

By: [Signature]
Its: Manager

Terry Tuten
Print Name

[Signature]
Witness

CHASE BARKE
Print Name

State of Georgia
County of Glynn

The foregoing instrument was acknowledged before me this 20 day of October, 2020, by John Byrnes, Manager Real Springs Farms LLC who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public 11/9/2020

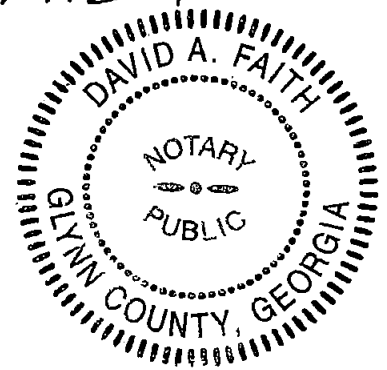


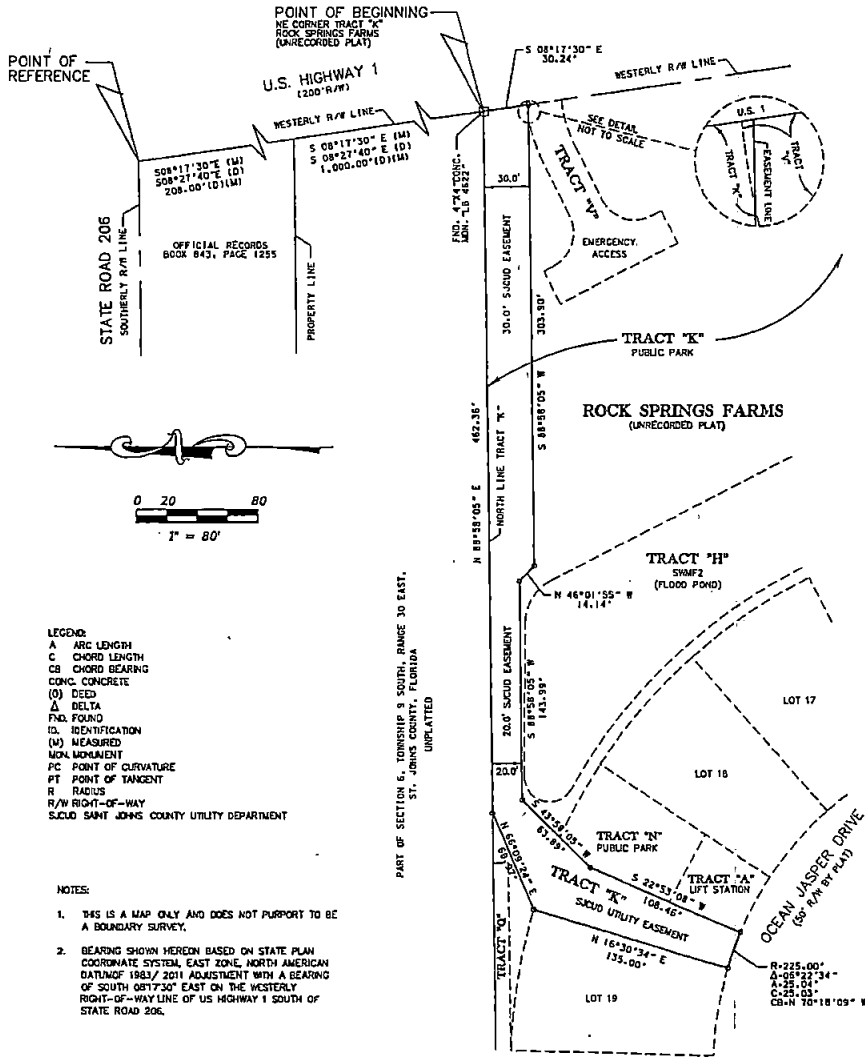
Exhibit "A"

MAP OF: UTILITY EASEMENT

UTILITY EASEMENT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF TRACT "K" AND TRACT "V" OF THAT UNRECORDED PLAT OF ROCK SPRINGS FARMS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 206 WITH THE WESTERLY RIGHT-OF-WAY LINE U.S. HIGHWAY NO. 1; THENCE SOUTH 08°27'40" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 208.00 FEET TO THE SOUTHEASTERLY CORNER OF THE LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 843, PAGE 1255; THENCE CONTINUE SOUTH 08°27'40" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 1000.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4655, PAGE 535 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT "K" OF THAT UNRECORDED PLAT OF ROCK SPRINGS FARMS AND THE POINT OF BEGINNING; THENCE SOUTH 08°17'30" EAST, CONTINUING A LONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.24 FEET; THENCE SOUTH 88°58'05" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 303.90 FEET; THENCE NORTH 48°01'55" WEST, A DISTANCE OF 14.14 FEET; THENCE SOUTH 88°58'05" WEST, A DISTANCE OF 143.99 FEET; THENCE SOUTH 43°58'05" WEST, A DISTANCE OF 63.89 FEET; THENCE SOUTH 22°53'08" WEST, A DISTANCE OF 108.46 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OCEAN JASPER DRIVE (A 50 FOOT RIGHT-OF-WAY BY THAT UNRECORDED PLAT OF ROCK SPRINGS FARMS), SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 225.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 25.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°18'09" WEST AND A CHORD DISTANCE OF 25.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 16°30'34" EAST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 135.00 FEET; THENCE NORTH 66°03'24" EAST, A DISTANCE OF 68.97 FEET TO A POINT ON THE NORTH LINE OF AFORESAID TRACT "K"; THENCE NORTH 88°58'05" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 462.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.421 ACRES, MORE OR LESS.



- LEGEND:
- A ARC LENGTH
 - C CHORD LENGTH
 - CB CHORD BEARING
 - CONC. CONCRETE
 - (D) DEED
 - Δ DELTA
 - FND. FOUND
 - ID. IDENTIFICATION
 - (M) MEASURED
 - MON. MONUMENT
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - R RADIUS
 - R/W RIGHT-OF-WAY
 - SCUD SAINT JOHNS COUNTY UTILITY DEPARTMENT

NOTES:

1. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
2. BEARING SHOWN HEREON BASED ON STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT WITH A BEARING OF SOUTH 08°17'30" EAST ON THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 1 SOUTH OF STATE ROAD 206.

gci consultants
 1301 Riverplace Boulevard, Suite 300
 Jacksonville, Florida 32207
 904-383-1113
 www.giconsultants.com

LEGEND: SCALE 1" = 80'
 JOB No. B191183.00 DATE NOV. 4, 2020

I HEREBY CERTIFY THAT THIS MAP MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 473.812 OF THE FLORIDA STATUTES AND 61-17 OF THE FLORIDA ADMINISTRATIVE CODE.
 JOSEPH K. LEK FLA. P.S.M. CERT. NO. LS 6016

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER



BILL OF SALE
UTILITY IMPROVEMENTS
for

Rock Springs Subdivision

Rock Springs Farms LLC P.O. Box 22547, St. Simons Island, GA 31522, (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
ROCK SPRINGS SUBDIVISION"**

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 3 of December, 2020

WITNESS:

[Signature]
Witness Signature
Terry Tuten
Print Witness Name

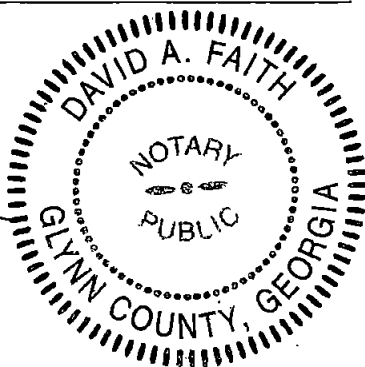
OWNER:

[Signature]
Owner's Signature
John Byrnes, Manager
Print Owner's Name

STATE OF GEORGIA
COUNTY OF GLYNN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of December, 2020, by John Byrnes as Manager for Rock Springs Farms LLC.

Personally Known



[Signature]
Notary Public
My Commission Expires: 1/9/2024



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name:	ROCK SPRINGS
Contractor:	EARTHWORKS OF FLORIDA, LLC.
Developer:	ROCK SPRINGS FARMS, LLC

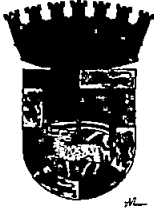
UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)			
16" DR25 PVC	LF	2880	\$ 78.00 \$ 224,640.00
10" DR18 PVC	LF	740	\$ 38.00 \$ 28,120.00
8" DR18 PVC	LF	5720	\$ 30.00 \$ 171,600.00
6" DR18 PVC	LF	1640	\$ 24.00 \$ 39,360.00
2" Poly	LF	640	\$ 12.00 \$ 7,680.00
Water Valves (Size and Type)			
16" MJ Gate Valve	Ea	6	\$ 7,200.00 \$ 43,200.00
10" MJ Gate Valve	Ea	2	\$ 5,500.00 \$ 11,000.00
8" MJ Gate Valve	Ea	17	\$ 3,100.00 \$ 52,700.00
6" MJ Gate Valve	Ea	6	\$ 2,350.00 \$ 14,100.00
2" MJ Gate Valve	Ea	2	\$ 900.00 \$ 1,800.00
	Ea		\$ - \$ -
Hydrants Assembly (Size and Type)			
16" x 6" Fire Hydrant Assy.	Ea	2	\$ 5,767.00 \$ 11,534.00
6" Fire Hydrant Assy	Ea	13	\$ 4,500.00 \$ 58,500.00
2" Flushing Hydrant	Ea	3	\$ 810.00 \$ 2,430.00
			\$ - \$ -
Sevices (Size and Type)			
1" DR9 Poly Single Short Services	Ea	9	\$ 460.00 \$ 4,140.00
1" DR9 Poly Single Long Services	Ea	19	\$ 510.00 \$ 9,690.00
1" DR9 Poly Double Short Services	Ea	33	\$ 530.00 \$ 17,490.00
1" DR9 Poly Double Long Services	Ea	44	\$ 600.00 \$ 26,400.00
1" DR9 Poly Lift Station Water Service	Ea	2	\$ 1,000.00 \$ 2,000.00
Total Water System Cost			\$ 726,384.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: ROCK SPRINGS
 Contractor: EARTHWORKS OF FLORIDA, LLC.
 Developer: ROCK SPRINGS FARMS, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
12" DR 25 PVC	LF	2800	\$ 60.00	\$ 168,000.00
6" DR18 PVC	LF	760	\$ 29.50	\$ 22,420.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
12" MJ Gate Valve	Ea	5	\$ 2,664.00	\$ 13,320.00
6" MJ Gate Valve	Ea	3	\$ 1,880.00	\$ 5,640.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" DR26 PVC	LF	7672	\$ 39.50	\$ 303,044.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" DR35 PVC Laterals From Main	EA	183	\$ 483.67	\$ 88,511.61
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
Type A MH 0-4 foot deep	EA	8	\$ 4,950.00	\$ 39,600.00
Type A MH 4-6 foot deep	EA	9	\$ 5,300.00	\$ 47,700.00
Type A MH 6-8 foot deep	EA	5	\$ 6,100.00	\$ 30,500.00
Type A MH 8-10 foot deep	EA	2	\$ 6,650.00	\$ 13,300.00
Type A MH 10-12 foot deep	EA	3	\$ 7,400.00	\$ 22,200.00
Type A MH 12-14 foot deep	EA	2	\$ 8,300.00	\$ 16,600.00
Type Junction MH 0-4 foot deep	EA	1	\$ 6,833.00	\$ 6,833.00
Type Junction MH 4-6 foot deep	EA	2	\$ 7,300.00	\$ 14,600.00
Type Junction MH 6-8 foot deep	EA	3	\$ 8,300.00	\$ 24,900.00
Type Junction MH 8-10 foot deep	EA	1	\$ 10,000.00	\$ 10,000.00
Type Junction MH 14-16foot deep	EA	2	\$ 12,800.00	\$ 25,600.00
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 145,000.00	\$ 145,000.00
Process Piping	Lump Sum	1	\$ 54,900.00	\$ 54,900.00
Process Structure	Lump Sum	1	\$ 70,608.33	\$ 70,610.00
Process Electrical Equipment	Lump Sum	1	\$ 32,481.00	\$ 32,480.00
Other Improvements	Lump Sum	1	\$ 19,488.60	\$ 19,490.00
Total Sewer System Cost				\$ 1,175,248.61



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum **\$1,901,632.61, ONE MILLION NINE HUNDRED ONE THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS AND SIXTY-ONE CENTS** hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through **July 28, 2020** to **Rock Springs Farm, LLC.** to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR ROCK SPRINGS SUBDIVISION

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 28th of July, 2020.

WITNESS:

Witness Signature

Joanna L. Young, Project Administrator

OWNER: Earthworks of Florida, LLC

Lienor's Signature

Jeffrey T. Cook, Managing Member

STATE OF FLORIDA
COUNTY OF BAKER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of July, 2020, by Jeffrey T. Cook as Managing Member for Earthworks of Florida, LLC.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



ROBIN LYNN SMITH
Commission # GG 149986
Expires January 25, 2022
Bonded Thru Budget Notary Services



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: ROCK SPRINGS
 Contractor: EARTHWORKS OF FLORIDA, LLC.
 Developer: ROCK SPRINGS FARMS, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
16" DR25 PVC	LF	2880	\$ 78.00	\$ 224,640.00
10" DR18 PVC	LF	740	\$ 38.00	\$ 28,120.00
8" DR18 PVC	LF	5720	\$ 30.00	\$ 171,600.00
6" DR18 PVC	LF	1640	\$ 24.00	\$ 39,360.00
2" Poly	LF	640	\$ 12.00	\$ 7,680.00
Water Valves (Size and Type)				
16" MJ Gate Valve	Ea	6	\$ 7,200.00	\$ 43,200.00
10" MJ Gate Valve	Ea	2	\$ 5,500.00	\$ 11,000.00
8" MJ Gate Valve	Ea	17	\$ 3,100.00	\$ 52,700.00
6" MJ Gate Valve	Ea	6	\$ 2,350.00	\$ 14,100.00
2" MJ Gate Valve	Ea	2	\$ 900.00	\$ 1,800.00
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
16" x 6" Fire Hydrant Assy.	Ea	2	\$ 5,767.00	\$ 11,534.00
6" Fire Hydrant Assy	Ea	13	\$ 4,500.00	\$ 58,500.00
2" Flushing Hydrant	Ea	3	\$ 810.00	\$ 2,430.00
			\$ -	\$ -
Services (Size and Type)				
1" DR9 Poly Single Short Services	Ea	9	\$ 460.00	\$ 4,140.00
1" DR9 Poly Single Long Services	Ea	19	\$ 510.00	\$ 9,690.00
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St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: ROCK SPRINGS
 Contractor: EARTHWORKS OF FLORIDA, LLC.
 Developer: ROCK SPRINGS FARMS, LLC

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8" DR26 PVC	LF	7672	\$ 39.50	\$ 303,044.00
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Laterals (Size and Type)				
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Type Junction MH 6-8 foot deep	EA	3	\$ 8,300.00	\$ 24,900.00
Type Junction MH 8-10 foot deep	EA	1	\$ 10,000.00	\$ 10,000.00
Type Junction MH 14-16foot deep	EA	2	\$ 12,800.00	\$ 25,600.00
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 145,000.00	\$ 145,000.00
Process Piping	Lump Sum	1	\$ 54,900.00	\$ 54,900.00
Process Structure	Lump Sum	1	\$ 70,608.33	\$ 70,610.00
Process Electrical Equipment	Lump Sum	1	\$ 32,481.00	\$ 32,480.00
Other Improvements	Lump Sum	1	\$ 19,488.60	\$ 19,490.00
Total Sewer System Cost				\$ 1,175,248.61

Exhibit "E" to Resolution



WARRANTY
UTILITY IMPROVEMENTS

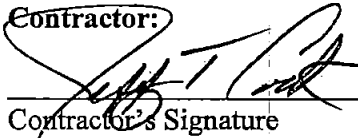
Date: July 30, 2020
Project Title: Rock Springs Subdivision
St. Johns County, Florida

FROM: Earthworks of Florida, LLC
11932 N State Road 121
Macclenny, FL 32063

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:


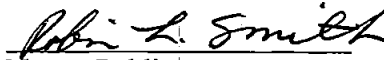
Contractor's Signature

Jeffrey T. Cook

Print Contractor's Name

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of July, 2020, by Jeffrey T. Cook as Managing Member for Earthworks of Florida, LLC.



Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



ROBIN LYNN SMITH
Commission # GG 149986
Expires January 25, 2022
Bonded Thru Budget Notary Services



St. Johns County Board of County Commissioners

Utility Department

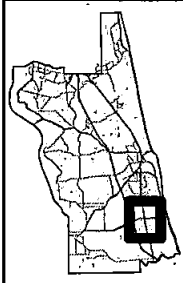
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Rock Springs Subdivision
DATE: February 9, 2021

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Rock Springs Subdivision.

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.



2019 Aerial Imagery
0 850 1,700 3,400
Feet
Date: 2/12/2021

Easements, Final Release
of Lien, Bill of Sale, Schedule
of Values and Warranty

Rock Springs Farms
Subdivision

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.

