

RESOLUTION NO. 2021- 17

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR, OR DESIGNEE, TO EXECUTE THE COVENANT FOR MAINTENANCE FOR THE ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC. AND ACCEPTING A DEED OF DEDICATION FROM ROCK SPRINGS FARMS, LLC. TO ST. JOHNS COUNTY FOR PROPERTY DEDICATED FOR PUBLIC PARK/RECREATION AREAS ON THEIR PLAT IN MAP BOOK 104, PAGES 61-67.**

**RECITALS**

**WHEREAS**, Covenant for Maintenance for Rock Springs Farms Planned Unit Development, approved by the St. Johns County Commission as Ordinance 2017-49, as most recently amended by Resolution 2020-04 approved by the St. Johns County Planning and Zoning Agency, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, and

**WHEREAS**, under the header Park Construction and Maintenance, the Covenant for Maintenance, Rock Springs Farms Homeowners Association, Inc. shall be responsible for the maintenance of the constructed improvements; and

**WHEREAS**, the park is for joint use between the County and the Rock Springs Farms Homeowners Association, Inc. or any approved property owners association for the project; and

**WHEREAS**, Rock Springs Farms, LLC., has presented and executed a Deed of Dedication, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, for property dedicated for Public Park/Recreation areas on their plat in Map Book 104, page 61-67.

**WHEREAS**, it is in the best interest of the County to accept the Covenant for Maintenance and the Deed of Dedication for the health, safety and welfare of its citizens.

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

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


**Section 2.** The Board of County Commissioners hereby approves the terms and authorizes the Chair to execute the Covenant for Maintenance and accept the Deed of Dedication for purposes mentioned above.

**Section 3.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

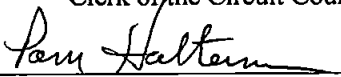
**Section 4.** The Clerk is instructed to record the original Covenant for Maintenance and Deed of Dedication in the Clerk Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19 day of January, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Henry Dean, Vice Chairman

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

By:   
Deputy Clerk

RENDITION DATE 1/21/21



Exhibit "A" to Resolution

Prepared by and return to:  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

**COVENANT FOR MAINTENANCE**

This COVENANT FOR MAINTENANCE (this "Covenant") is made between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the address of which is 500 San Sebastian View, St. Augustine, Florida 32084 (the "County"), and **ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC.** a Florida not-for-profit corporation, the address of which is 980 Deer Chase Drive, St Augustine, FL 32086 (the "Maintenance Entity").

**RECITALS:**

A. Rock Springs Farms LLC ("ROCK SPRINGS") is the owner of approximately 101.54 acres, more or less, located in St. Johns County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Rock Springs Farms"), subject to that certain Rock Springs Farm Planned Unit Development, approved by the St. Johns County Commission as Ordinance 2017-49, as most recently amended by Resolution Number 2020-04 approved by the St. Johns County Planning and Zoning Agency (collectively, the "PUD").

B. Pursuant to the PUD, ROCK SPRINGS shall construct the public park and its facilities (the "Public Park"), which must be constructed with the overall development of the residential subdivision in one phase.

C. The Public Park must be constructed as described in the construction plan documents, as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.

D. The Public Park must be maintained as described in Resolution Number 2020-04, attached hereto as Exhibit "C" and incorporated herein by this reference.

E. Upon completion of the construction of the Public Park, ROCK SPRINGS shall dedicate the Public Park to the County.

F. A condition made to the PUD includes a provision that the Maintenance Entity shall be responsible for the maintenance of the constructed Public Park improvements. Further, this responsibility may be achieved by either maintaining the property directly or subcontracting maintenance services to the County. The Agreement regarding the maintenance of the Park is attached hereto as Exhibit "D" and incorporated herein by this reference.

G. The Public Park shall be of joint use between the County and the 182 members of the Maintenance Entity.

H. The County and the Maintenance Entity have agreed to certain items with respect to the Public Park as set forth herein.

NOW, THEREFORE, in consideration of the above, and based on the covenants contained herein, and ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties, as follows:

1. The above recitals are true and correct and are hereby incorporated into the body of this Covenant.

2. All playground equipment and other amenities (collectively, the Amenities) to be placed in the Public Park shall be agreed upon by the County and the Maintenance Entity prior to installation. A description of the Planned Equipment for the Park and its placement within is attached hereto as Exhibit "E" and incorporated herein by this reference.

3. The Maintenance Entity, its successors and assigns shall maintain, or cause to be maintained, the Public Park under the terms and conditions contained herein. The cost of such maintenance shall be the sole expense of the Maintenance Entity. It is expressly understood and agreed that this Covenant is for permissive use only and that nothing in the execution, operation, effect, or performance of this Covenant, nor the maintenance of the Public Park or any work performed upon public property pursuant to this Covenant, shall in any way operate to create or vest any right, title, interest, or estate to the Maintenance Entity. The Maintenance Entity shall be subject to the following conditions:

- a. Minor maintenance issues and/or repairs: Must be performed, or a schedule for repairs and/or equipment order information must be provided to the County, within fifteen (15) days of written notification by the County;
- b. Lifespan or major maintenance issues: A schedule for repairs and/or equipment order information must be provided to the County within fifteen (15) days of written notification by the County;
- c. In the event the parties disagree as to the necessity of maintenance or repairs, the type of maintenance or repairs to be conducted, or the proposed schedule for repairs, the parties shall first attempt to resolve the dispute informally through negotiation between representatives who have the authority to resolve the matter. In the event the parties cannot reach a resolution, the matter shall be brought before a Special Magistrate for resolution.
- d. Notwithstanding the provisions of subsections (a) through (c) above, in the event of a danger to public health or safety, the County may require that maintenance or repairs be conducted immediately;
- e. Maintenance on the Public Park shall be performed in a good and workmanlike manner, with reasonable care, in accordance with the terms of this Covenant. No other maintenance activities are permitted by this Covenant; and

- f. Maintenance Entity shall not install any landscaping or other improvements, including, but not limited to, trees, bushes, or plants ("Landscaping Improvements") without first seeking and obtaining written approval from the County. Maintenance of any approved Landscaping Improvements shall be the sole responsibility of the Maintenance Entity, its successors and assigns and shall be performed in a good and workmanlike manner, with reasonable care, and in accordance with the terms of this Covenant, which shall include, but not be limited to, keeping and trimming such Landscaping Improvements so as not to cause or constitute a safety hazard.

Maintenance responsibilities shall also include costs associated with personnel, utilities, expendable items, repairs, and administration as deemed necessary by the Maintenance Entity in its reasonable determination. In addition, the Maintenance Entity shall be required to maintain insurance in the types and amounts set forth in Exhibit "F", attached hereto and incorporated herein. The Maintenance Entity agrees to appropriate in its annual budget sufficient funds for the cost of maintaining the Public Park.

4. If, at any time, the Maintenance Entity chooses to subcontract maintenance services to a third party maintenance company as chosen by the Maintenance Entity upon the County's written approval, which shall not be unreasonably withheld, and subject to the conditions outlined in this Covenant. The County shall be a party to any agreement entered into pursuant to this subsection.

5. If the Maintenance Entity fails to perform any of the duties outlined in sections 2-4, then after providing the Maintenance Entity with written notice and no less than Ten (10) Days to cure, the County may perform that duty as a one-time event and will bill the Maintenance Entity for such performance. In the event the Maintenance Entity's failure to perform creates an immediate danger to public health or safety, the County may require a shorter period to cure. The invoice for this performance by the County must be paid by the Maintenance Entity within thirty (30) days of receipt of the invoice.

6. The Maintenance Entity, its successors and assigns shall be liable for any personal injury or damage to real or personal property that may result from any act or omission of the Maintenance Entity in connection with its performance under this Covenant and shall defend, hold harmless, and indemnify the County and its officers, agents, and employees for and from the payment of any compensation, damages, claims, liability, costs, or fees, including attorney's fees. This provision shall survive the termination of this Covenant. Nothing in this section shall require the Maintenance Entity to assume liability for any personal injury or damage to real or personal property that occurs as a result of negligence on the part of the County.

7. This Covenant is not intended to confer any right or interest not specifically stated herein. Nothing in this Covenant shall in any way restrict, limit or waive any right or obligation set forth in the PUD, the St. Johns County Land Development Code, or the 2025 Comprehensive Plan, as amended, or any other applicable law, rule, regulation, statute, code, order, ordinance, permit, authorization, approval or other requirement.

8. ~~The parties agree that this Covenant does not and shall not be construed as or constitute an agency, partnership, joint venture, or other fiduciary or confidential relationship between the County and the Maintenance Entity.~~

9. ~~This Covenant is entered into only for the benefit of the parties hereto, and their respective successors and assigns. Both the County and the Maintenance Entity expressly agree that nothing in this Covenant shall be construed to create any third party beneficiary status on any person or entity.~~

10. Nothing in this Covenant is intended to, nor shall be construed, to operate as a waiver on the part of the County of the limitations of liability set forth in section 768.28, Florida Statute, or of the County's sovereign immunity.

11. The failure of either party to insist upon the strict performance or compliance with any provisions of this Covenant shall not constitute a waiver or relinquishment of such provision on any subsequent occasion, and all such provisions shall remain in effect unless waived or relinquished in writing.

12. ~~This Covenant may be assigned, in whole or in part, by either party only upon the written consent of the other. This Covenant and the covenants stated herein shall run with the land and shall be binding on and shall inure to the benefit of the parties, their successors and assigns, subject to termination and revocation by the County. This Covenant shall be effective upon acceptance of the Public Park by the St. Johns County Board of County Commissioners").~~

13. ~~The County and the Maintenance Entity each agree to execute and deliver to the other party such further documents or instruments as may be reasonable and necessary in the furtherance or performance of the terms, conditions, and covenants of this Covenant.~~

14. ~~This Covenant shall be recorded in the Official Records of St. Johns County, Florida.~~

15. This Covenant will be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Covenant shall be in St. Johns County, Florida.

16. The County and the Maintenance Entity acknowledge that this Covenant and the exhibits hereto constitute the complete understanding of both parties with respect to the subject matters set forth herein. The County and Maintenance Entity acknowledge that any amendments to this Covenant shall be in writing, and shall be executed by duly authorized representatives of the County and Maintenance Entity.

17. All notices pertaining to this Covenant shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to:

For the County: St. Johns County Parks and Recreation Department

Attn: Parks and Recreation Department Director  
2175 Mizell Road  
St. Augustine, Florida 32080

With Copy to: Office of the County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084

For: Rock Springs Farms Homeowners Association, Inc.  
Attn: John Byrnes  
PO Box 22547  
St. Simons Island, Georgia 31522  
770/231-6631  
[john@jpbyrnes.net](mailto:john@jpbyrnes.net)

with copy to: [sfb@sfbeen.com](mailto:sfb@sfbeen.com)  
and  
[cchapman@alliancern.biz](mailto:cchapman@alliancern.biz)

18. This Covenant may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument even though both parties may not have executed the same counterpart. Facsimile or PDF copies of this Covenant executed by a party shall operate as and may be relied upon as an original signature.

*[Signatures begin on next page]*

IN WITNESS WHEREOF, the parties hereto have executed this Covenant as of the date first set forth above.

Signed and Sealed in Our Presence:

**ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida

Witness: \_\_\_\_\_  
(Name Printed or Typed)

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

Witness: \_\_\_\_\_  
(Name Printed or Typed)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Jeremiah R. Blocker, as Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of St. Johns County, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

Signed and Sealed in Our Presence:

**ROCK SPRINGS FARMS  
HOMEOWNERS ASSOCIATION, INC.,**  
a Florida not-for-profit Corporation

Witness: \_\_\_\_\_  
(Name Printed or Typed)

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name Printed or Typed)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this day \_\_\_\_\_ of \_\_\_\_\_, 2021, by  
\_\_\_\_\_, as \_\_\_\_\_ of **ROCK SPRINGS FARMS  
HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of  
the corporation, who  is personally known to me or  has produced  
\_\_\_\_\_ as identification.

Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

(legal description)

EXHIBIT A

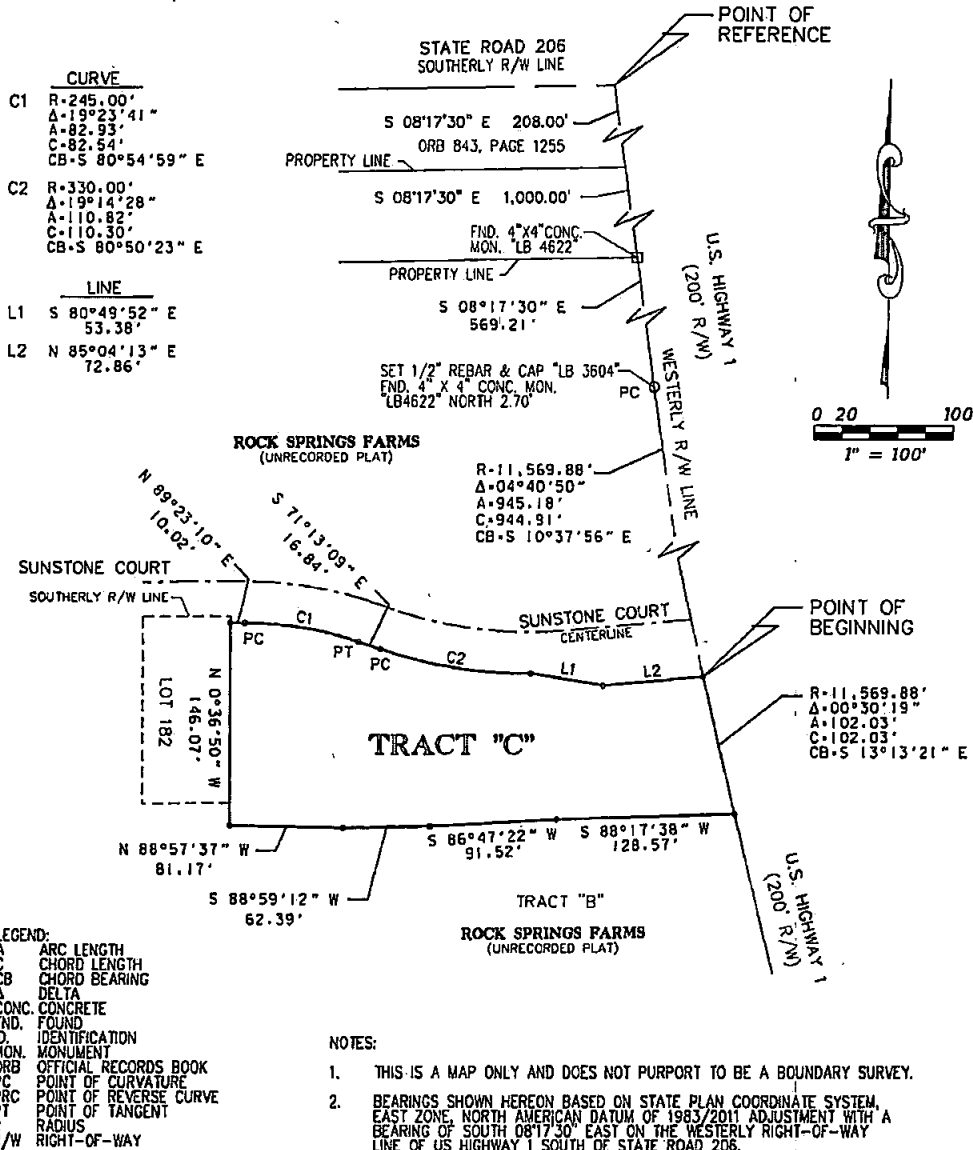
A PART OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 206 WITH THE WESTERLY RIGHT-OF-WAY LINE US HIGHWAY 1 (US1) (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 08°17'30" EAST ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 208.00 FEET TO THE SOUTHEASTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 843, PAGE 1255 OF SAID COUNTY; THENCE CONTINUE SOUTH 08°17'30" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,000.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 08°17'30" EAST ALONG SAID RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 569.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,569.88 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1323.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°34'07" EAST AND A CHORD DISTANCE OF 1322.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°50'45" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 112.12 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 88°58'05" WEST, A DISTANCE OF 2,294.36 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 09°06'30" WEST ALONG SAID RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1,993.76 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 88°58'05" EAST, A DISTANCE OF 2,233.88 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"  
(construction plans)

# MAP OF: ROCK SPRINGS FARM TRACT "C"

A PART OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 206 WITH THE WESTERLY RIGHT-OF-WAY LINE US HIGHWAY 1 (US1) (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 08°17'30" EAST ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 208.00 FEET TO THE SOUTHEASTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 843, PAGE 1255 OF SAID COUNTY; THENCE CONTINUE SOUTH 08°17'30" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,000.00 FEET; THENCE CONTINUE SOUTH 08°17'30" EAST ALONG SAID RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 589.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,569.88 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 945.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°37'56" EAST AND A CHORD DISTANCE OF 944.91 FEET TO A POINT ON SAID CURVE FOR THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11,569.88 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 102.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°13'21" EAST AND A CHORD DISTANCE OF 102.03 FEET; THENCE SOUTH 88°17'38" WEST DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 128.57 FEET; THENCE SOUTH 86°47'22" WEST, A DISTANCE OF 91.52 FEET; THENCE SOUTH 88°59'12" WEST, A DISTANCE OF 62.39 FEET; THENCE SOUTH 88°57'37" WEST, A DISTANCE OF 81.17 FEET; THENCE NORTH 00°36'50" WEST, A DISTANCE OF 146.07 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSTONE COURT; THENCE NORTH 89°23'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 245.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°54'59" EAST AND A CHORD DISTANCE OF 82.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°13'09" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 16.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 330.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°50'23" EAST AND A CHORD DISTANCE OF 110.82 FEET TO THE END OF SAID CURVE; THENCE SOUTH 80°49'52" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 53.38 FEET; THENCE NORTH 85°04'13" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 72.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.95 ACRE, MORE OR LESS.



THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY

**gai consultants**  
1301 Riverplace Boulevard, Suite 900  
Tallahassee, Florida 32207  
850-383-1110  
www.gaicconsultants.com

CERT. NO. LB 3604  
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REVISION: SCALE 1" = 100'

DATE OCT. 2, 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 476.005 OF THE FLORIDA STATUTES AND 61-17 OF THE FLORIDA ADMINISTRATIVE CODE.

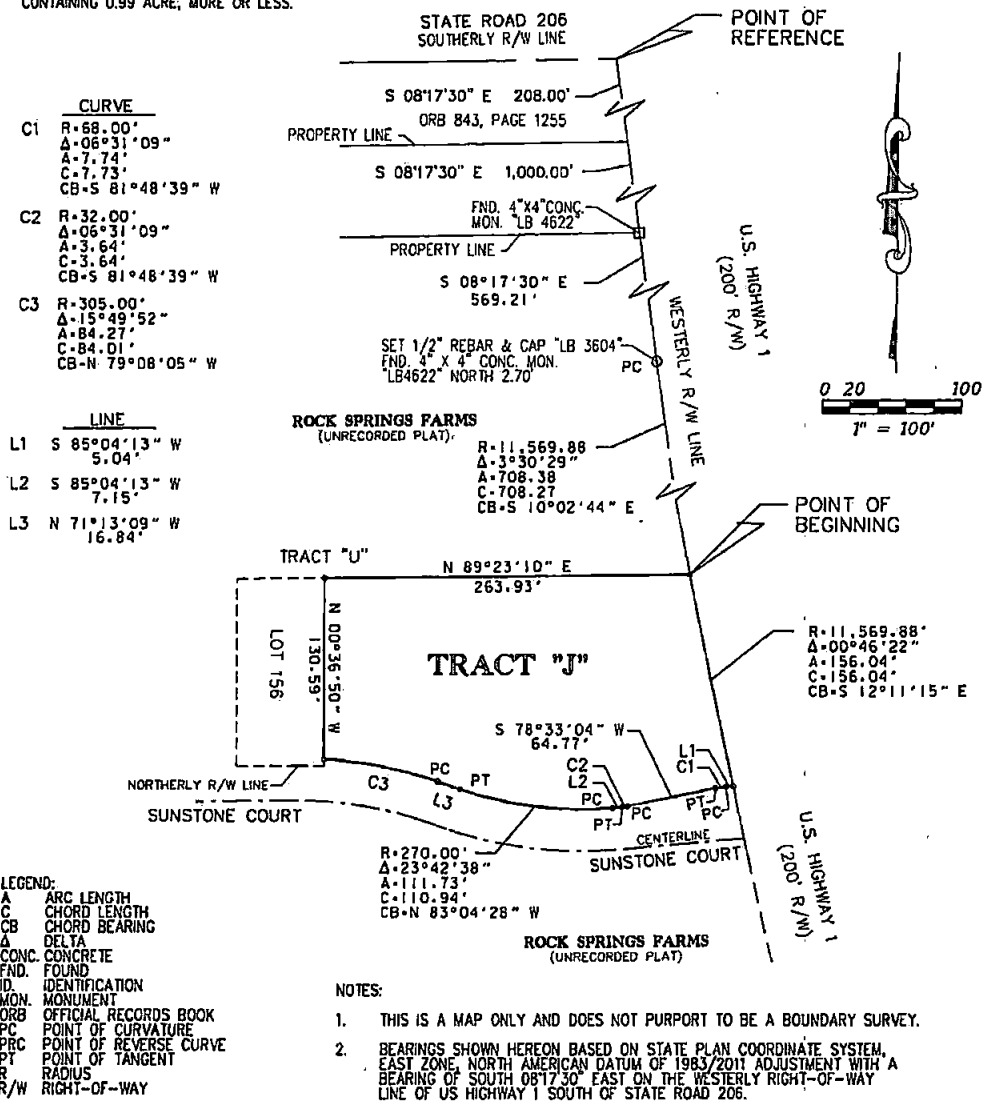
JOSEPH K. LEK FLA. P.S.M. CERT. NO. LS 6018

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

# MAP OF: ROCK SPRINGS FARM TRACT "J"

A PART OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 206 WITH THE WESTERLY RIGHT-OF-WAY LINE US HIGHWAY 1 (US1) (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 08°17'30" EAST ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 208.00 FEET TO THE SOUTHEASTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 843, PAGE 1255 OF SAID COUNTY; THENCE CONTINUE SOUTH 08°17'30" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,000.00 FEET; THENCE CONTINUE SOUTH 08°17'30" EAST ALONG SAID RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 569.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,569.88 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 708.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°02'44" EAST AND A CHORD DISTANCE OF 708.27 FEET TO A POINT ON SAID CURVE FOR THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11,569.88 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 156.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°11'15" EAST AND A CHORD DISTANCE OF 156.04 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SUNSTONE COURT; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF US1 AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING EIGHT COURSES: COURSE 1) SOUTH 85°04'13" WEST, A DISTANCE OF 5.04 FEET; COURSE 2) TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 68.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°48'39" WEST AND A CHORD DISTANCE OF 7.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 3) SOUTH 78°33'04" WEST, A DISTANCE OF 64.77 FEET; COURSE 4) TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 32.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°48'39" WEST AND A CHORD DISTANCE OF 3.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 5) SOUTH 85°04'13" WEST, A DISTANCE OF 7.15 FEET; COURSE 6) TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 270.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 111.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°04'28" WEST AND A CHORD DISTANCE OF 110.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 7) NORTH 71°13'09" WEST, A DISTANCE OF 16.84 FEET; COURSE 8) TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 305.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°08'05" WEST AND A CHORD DISTANCE OF 84.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°36'50" WEST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF SUNSTONE COURT, A DISTANCE OF 130.59 FEET; THENCE NORTH 89°23'10" EAST, A DISTANCE OF 263.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.99 ACRE, MORE OR LESS.



THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY

<p><b>gai consultants</b> 1301 Riverchase Boulevard, Suite 900 Boca Raton, Florida 33420 954-963-1118 www.gaicconsultants.com</p>	REVISION: _____	SCALE 1" = 100'	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 491.05 OF THE FLORIDA STATUTES AND 64-10 OF THE FLORIDA ADMINISTRATIVE CODE.
	DATE OCT. 2, 2020	JOSEPH K. LEK	

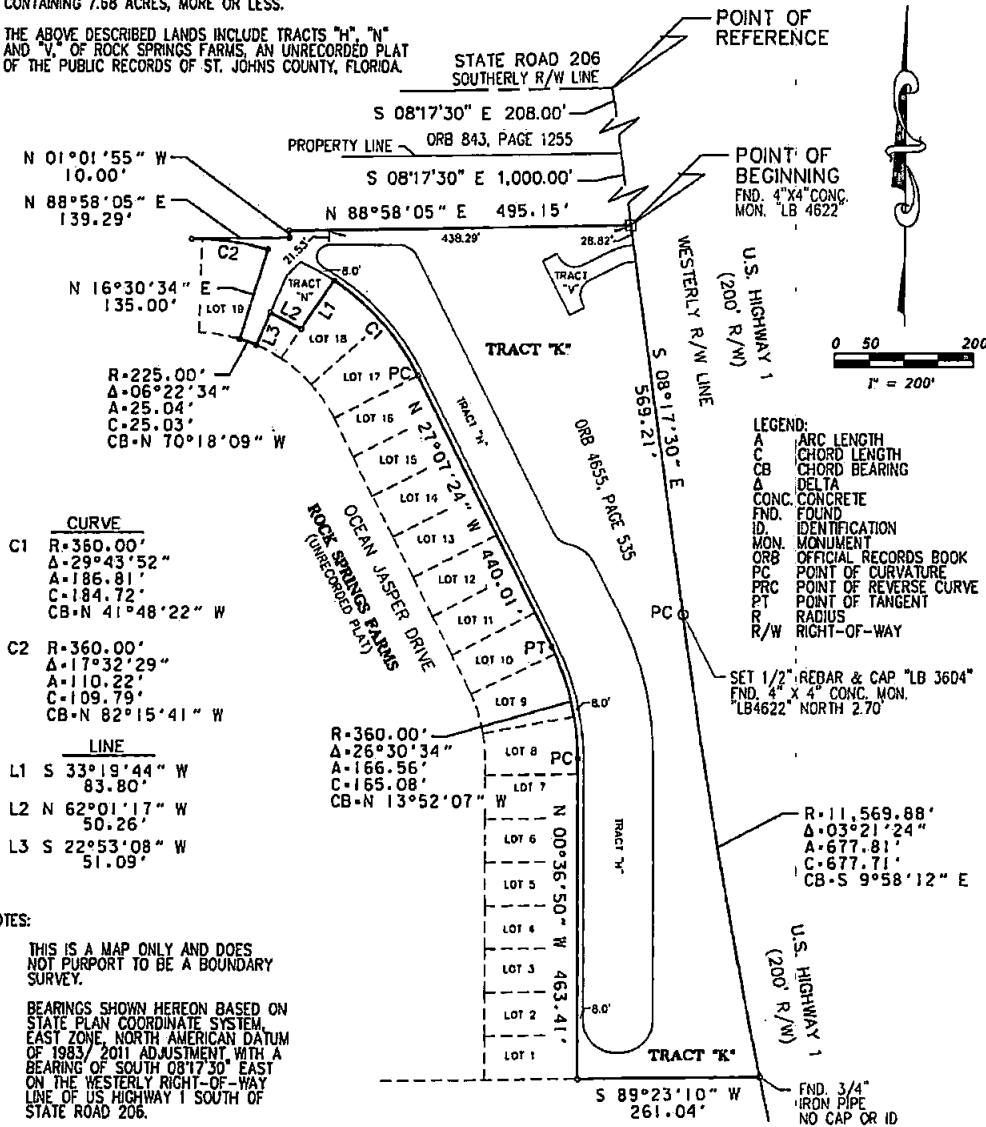
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

# MAP OF: ROCK SPRINGS FARM TRACT "K"

A PART OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 206 WITH THE WESTERLY RIGHT-OF-WAY LINE US HIGHWAY 1 (US1) (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 08°17'30" EAST ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 208.00 FEET TO THE SOUTHEASTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 843, PAGE 1255 OF SAID COUNTY; THENCE CONTINUE SOUTH 08°17'30" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,000.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 08°17'30" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 569.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,569.88 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 677.71 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 09°58'12" EAST AND A CHORD DISTANCE OF 677.71 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 89°23'10" WEST DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 261.04 FEET; THENCE NORTH 00°36'50" WEST, A DISTANCE OF 463.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 360.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 166.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°52'07" WEST AND A CHORD DISTANCE OF 165.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°07'24" WEST, A DISTANCE OF 440.01 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 360.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°48'22" WEST AND A CHORD DISTANCE OF 184.72 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 33°19'44" WEST, A DISTANCE OF 83.80 FEET; THENCE NORTH 62°01'17" WEST, A DISTANCE OF 50.26 FEET; THENCE SOUTH 22°53'08" WEST, A DISTANCE OF 51.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OCEAN JASPER DRIVE, SAID POINT LYING ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 225.00 FEET; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND 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, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 135.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 360.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°15'41" WEST AND A CHORD DISTANCE OF 109.79 FEET TO A POINT ON SAID CURVE; THENCE NORTH 88°58'05" EAST, A DISTANCE OF 139.29 FEET; THENCE NORTH 01°01'55" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°58'05" EAST, A DISTANCE OF 495.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.68 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED LANDS INCLUDE TRACTS "H", "M" AND "V" OF ROCK SPRINGS FARMS, AN UNRECORDED PLAT OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



CURVE	
C1	R-360.00' Δ-29°43'52" A-186.81' C-184.72' CB-N 41°48'22" W
C2	R-360.00' Δ-17°32'29" A-110.22' C-109.79' CB-N 82°15'41" W

LINE	
L1	S 33°19'44" W 83.80'
L2	N 62°01'17" W 50.26'
L3	S 22°53'08" W 51.09'

- NOTES:
- THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
  - BEARINGS 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.

THIS IS A MAP ONLY, AND DOES NOT PURPORT TO BE A SURVEY

**gai consultants**  
1301 Riverplace Boulevard, Suite 900  
Jacksonville, Florida 32207  
904-363-1119  
www.gaiconsultants.com

CERT. NO. LB 3604 • ENGINEERING • PLANNING • SURVEYING • CEI SERVICES •

REVISION: \_\_\_\_\_ SCALE 1" = 200'

DATE OCT. 2, 2020

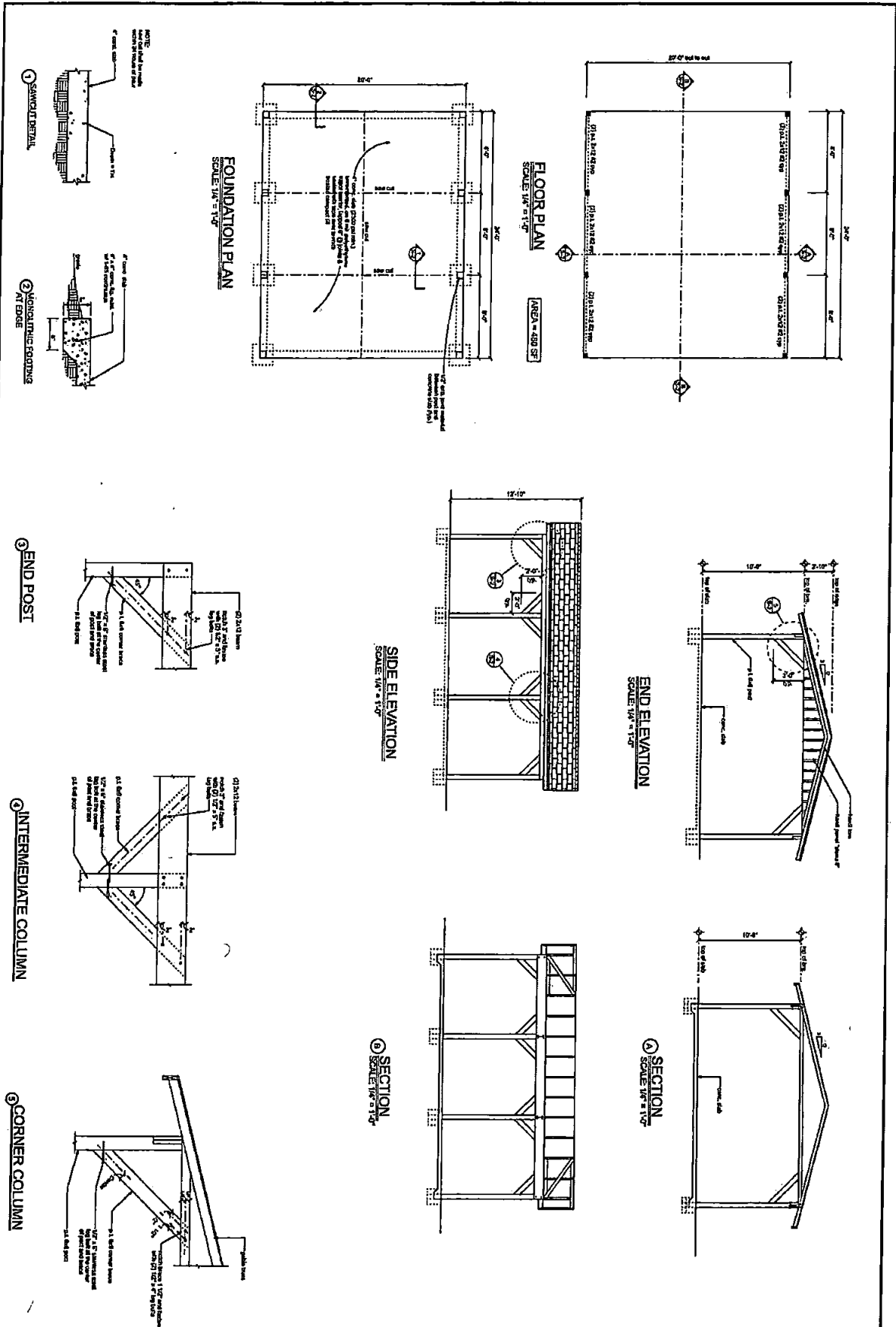
I HEREBY CERTIFY THAT THIS MAP MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 47, PART OF THE FLORIDA STATUTES AND 61-47 OF THE FLORIDA ADMINISTRATIVE CODE.

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

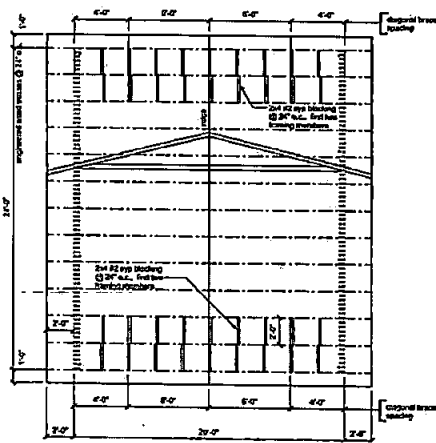
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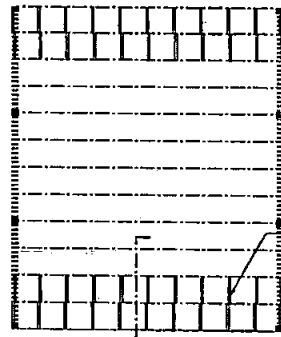




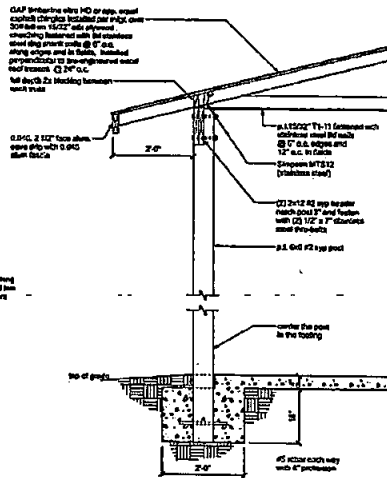
<b>FLOOR PLAN AND ELEVATIONS</b>		<b>St. Johns County Facilities</b> 6419 Danks Road Palm Bay, FL 32909 PHONE: (321) 275-0100 FAX: (321) 222-0100	SCALE:	DATE: 6/12/19
<b>MICKLER BEACHFRONT PARK</b>			DRAWN BY: W.H.P.	REVISIONS:
		APPROVED: W.H.P.	SEAL:	



**ROOF PLAN**  
SCALE: 1/4" = 1'-0"

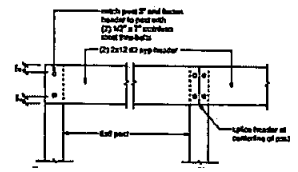


**CEILING PLAN**  
SCALE: 1/4" = 1'-0"



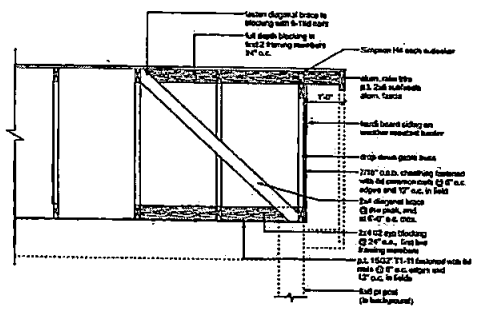
**POST DETAIL**  
SCALE: 3/4" = 1'-0"

**NOTE:**  
1. ALL STUPE, NAILS, BOLTS, BRACKETS AND OTHER ASSOCIATED HARDWARE SHALL BE STEELLESS STEEL.  
2. APPLY SHEET PILE WILLIAMS ZINC CLAD DO NOT MIMIC ZINC BURN COATING OR EQUAL TO ALL EXPOSED METAL AND TO TRUSS PLATES.



**END POST** NTS  
**INT. POST** NTS

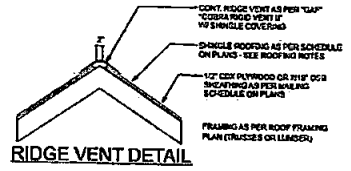
**NOTE:**  
ALL FRAMING SHALL BE #2 SYP OR BETTER



**END WALL BRACING FOR CEILING DIAPHRAGM**  
SCALE: 3/4" = 1'-0"  
NOTE: ALL WOOD TO BE NUMBER 2 GRADE SOUTHERN YELLOW PINE

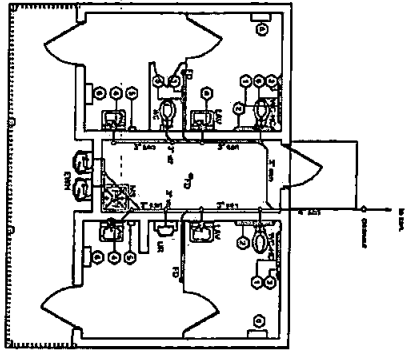
**VENTILATION REQUIREMENTS**

Total Attic Square Footage	Recommended Length of Cobra Rigid Vent II (Feet)	Minimum Intake Ventilation (Net Free Area in Sq. In.)
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1900	25	456
2200	29	528
2500	33	600
2800	41	744
3100	41	820
3400	45	816

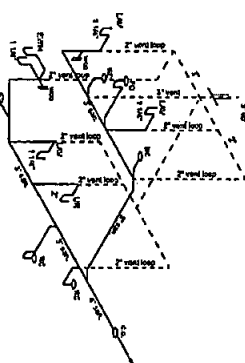


**RIDGE VENT DETAIL**

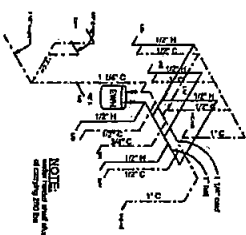




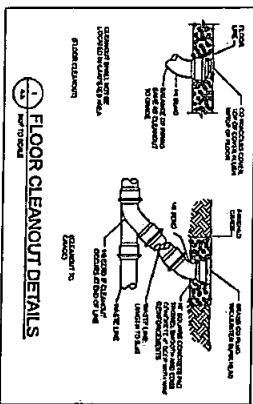
PLUMBING PLAN  
SCALE: 1/8\"/>



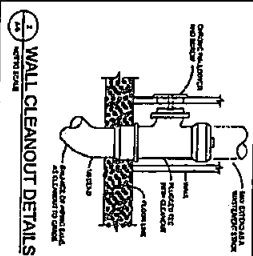
SANITARY RISER  
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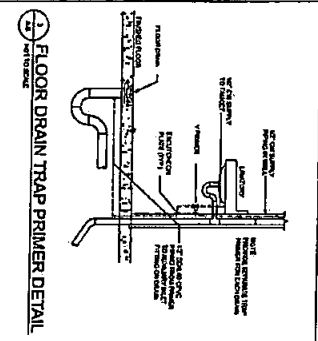
DOMESTIC WATER RISER  
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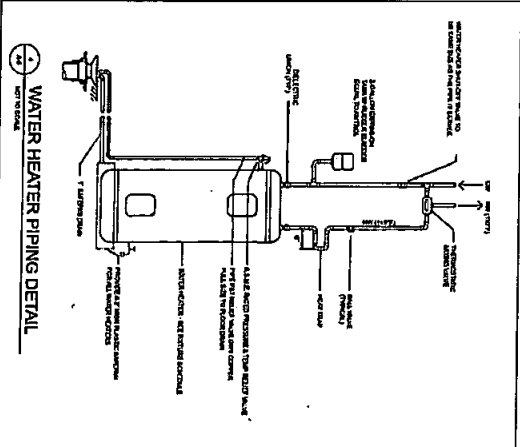
FLOOR CLEANOUT DETAILS



WALL CLEANOUT DETAILS



FLOOR DRAIN TRAP PRIMER DETAIL

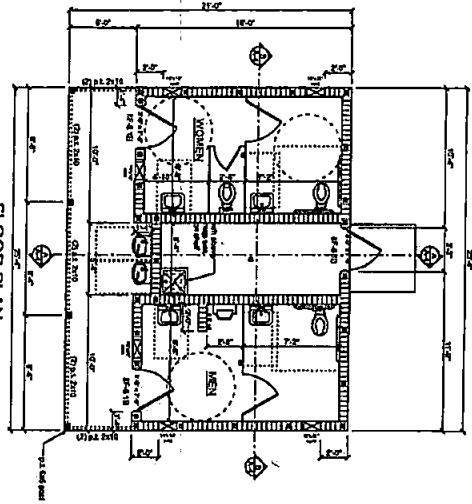


WATER HEATER PIPING DETAIL

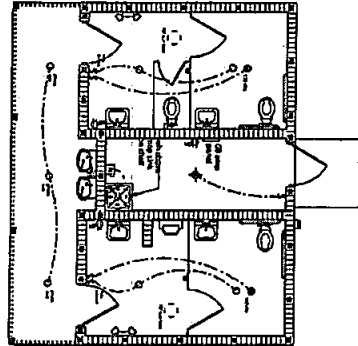
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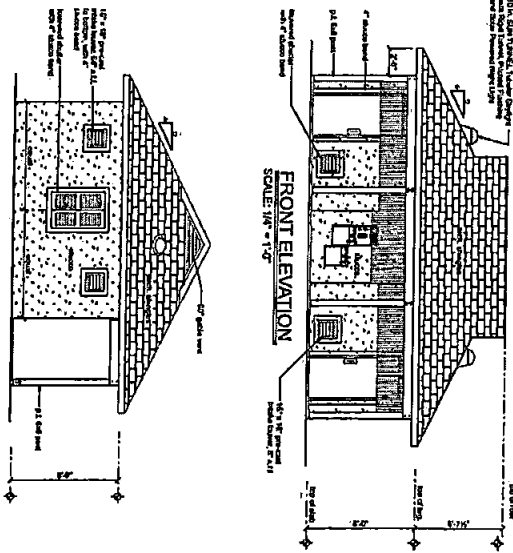


FLOOR PLAN  
SCALE: 1/8" = 1'-0"

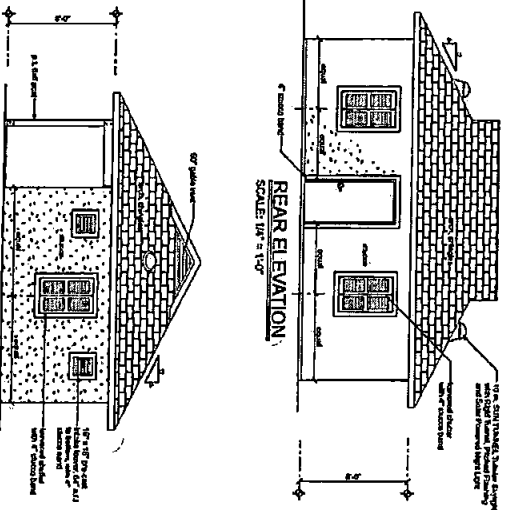


ELECTRICAL PLAN  
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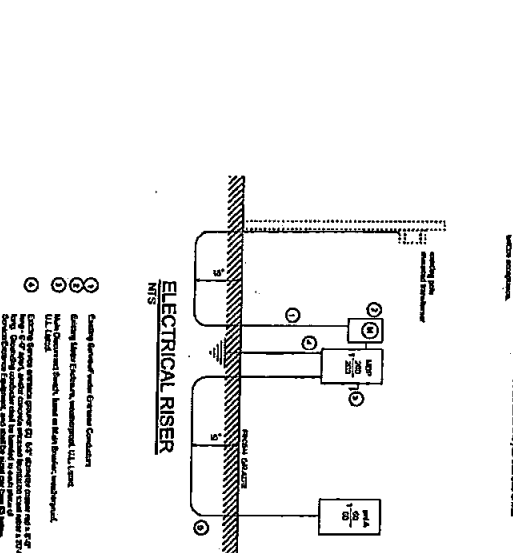
ELECTRICAL LEGEND		
SYMBOL	COMMENT	
○	LED	
□	Electrical meter	
⊕	Emergency lighting with battery backup	
⊖	Non bonded disconnect	
⊕	Light	connected to panel
⊖	Light	older 220V
⊕	Panel	
⊖	Panel	



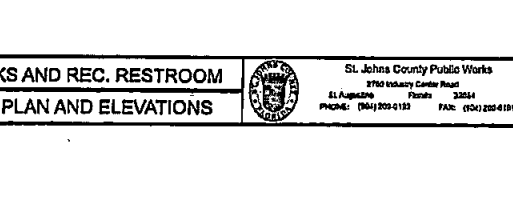
FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



REAR ELEVATION  
SCALE: 1/8" = 1'-0"



SIDE ELEVATION  
SCALE: 1/8" = 1'-0"



SIDE ELEVATION  
SCALE: 1/8" = 1'-0"

**WARNING NOTES:**  
 1. CONSULT THE ELECTRICAL CODES AND STANDARDS.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

**ELECTRICAL RISER**  
 1. The electrical riser shall be installed in accordance with the National Electrical Code (NEC) and all applicable local codes.  
 2. The electrical riser shall be installed in a location that is accessible and protected from physical damage.  
 3. The electrical riser shall be installed in a location that is accessible and protected from physical damage.  
 4. The electrical riser shall be installed in a location that is accessible and protected from physical damage.  
 5. The electrical riser shall be installed in a location that is accessible and protected from physical damage.



EXHIBIT "C"

(resolution)

**RESOLUTION NUMBER 2020- 04**

**RESOLUTION OF THE PLANNING AND ZONING AGENCY  
OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA  
APPROVING A MINOR MODIFICATION TO ROCK  
SPRINGS PUD; ORDINANCE NO. 2017-49 AS AMENDED.**

**BE IT RESOLVED BY THE PLANNING AND ZONING AGENCY OF ST. JOHNS COUNTY, FLORIDA:**

**SECTION 1.** Pursuant to the request by Shannon Acevedo, Matthews Design Group, on behalf of Rock Springs Farms, LLC, the current owners of the property, Ordinance 2017-49, as amended, is hereby modified as set forth in application File Number MINMOD 2019-13, as more generally described below:

To revise the public park and private recreational areas as depicted on the Master Development Map, to incorporate previously approved small adjustment changes, and to adopt and record a revised Master Development Plan Map, located off US 1 South, south of SR 206, as described within the attached legal description, EXHIBIT A. The revised Master Development Map and Text are attached as Exhibit B and Exhibit C.

**SECTION 2. Findings of Fact:**

Having considered the application, along with supporting documents; the Staff report prepared on January 31, 2020, statements by the applicant; and all evidence presented during public hearing, the Agency finds as follows:

1. The request for this Minor Modification has been fully considered after public hearing with legal notice duly published as required by law.
2. The Minor Modification is in compliance with Land Development Code, Section 5.03.05, which provides criteria for Minor Modifications to PUDs.
3. The proposed Minor Modification is not contrary to the public interest and is not in conflict with the surrounding development.
4. The request is consistent with applicable portions of the St. Johns County Comprehensive Plan.

**SECTION 3. Conditions:**

The approval described in Section 1 is subject to the following conditions:

1. Approval of the Minor Modification is granted to Rock Springs Farms, LLC, and shall be transferable, subject to Ordinance 2017-49, as amended.
2. This approval of the Minor Modification may be revoked by the County Administrator or designee, at his/her sole discretion, upon a determination of violation of the conditions set forth herein or a violation of any Federal, State or Local law or regulation. Appeals of decisions by the County Administrator or designee to revoke the permit may be appealed to the Board of County Commissioners.
3. Approval of the Minor Modification does not release the project from compliance with all relevant requirements of the St. Johns County Land Development Code, Comprehensive Land Use Plan and any other Agency having jurisdiction, or the provisions of Ordinance No. 2017-49, as amended.
4. Approval of this request shall not operate as approval or waiver of any other provision of the Land Development Code or Comprehensive Plan. Representations, and depictions within application materials shall assist Staff in the recommendation and interpretation of the requested relief but shall not operate as approval of, or as a determination of compliance with any other provision of the Land Development Code or Comprehensive Plan.
5. The application, supporting documents, conditions and limitations offered within the application and at the public hearing by the applicant (or representative) will be incorporated herein and shall become part of the Resolution, except as may be modified by preceding conditions and limitations.

**SECTION 4.** All other commitments contained within the adopted PUD Ordinance 2017-49, as amended shall

ROCK SPRINGS FARM PUD: MINOR MODIFICATION

EXHIBIT "A"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND 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 208.0 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 POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING 3 COURSES: COURSE NO. 1, THENCE SOUTH 08°27'40" EAST, 566.35 FEET TO A THE POINT OF CURVATURE; COURSE NO. 2: THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 11,530.37 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 11°45'09" EAST 1323.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: THENCE SOUTH 15°02'37" EAST, A DISTANCE OF 113.71 FEET; THENCE SOUTH 88°47'55" WEST, DEPARTING FROM LAST MENTIONED RIGHT-OF-WAY LINE, A DISTANCE OF 2295.0 FEET TO THE EASTERLY LINE OF A 150-FOOT WIDE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY; THENCE NORTH 09°16'40" WEST, ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1993.56 FEET; THENCE NORTH 88°47'55" EAST, ALONG A LINE PARALLEL WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 206, A DISTANCE OF 2233.88 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 101.54 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENT OF RECORD LYING WITHIN.

**EXHIBIT B  
MASTER DEVELOPMENT PLAN TEXT  
Rock Springs Farms PUD**

**A. Project Description**

This application is for a Minor Modification to the Rock Springs Farm PUD, a project allowing for the development of a single-family residential site directly accessing U.S. Highway 1, south of state Road 206. This modification changes the recreational attributes of the plan and documents recent adjustments to modify private recreation areas and amenities, decrease the residential lots from 202 lots to 182 lots, and provide for expanded areas to accommodate both stormwater retention and compensatory storage for flooding. The Master Development Plan (MDP) Map illustrates the generalized layout of the site, including the acres and location of the public park to be dedicated to the St. Johns County, private recreation areas, general subdivision lot layout, stormwater retention areas, flood pond area, and access which will be by a single entrance off of US Highway 1.

The PUD outlined specific features of the park infrastructure to be incorporated with the development of Rock Springs Farms. This Minor Modification seeks to amend these features to eliminate the boardwalk and paved parking area on the southeastern portion of the site and provide a trail around the perimeter of the pond on the northeastern portion of the site. A grassed area will be provided in this general location for overflow parking. A public trail will be provided around the flood pond along with a dedicated, public parking area within close proximity to this trail.

Importantly, the Rock Springs Farms PUD required the dedication of over eight (8) acres of recreational park to the County for public use in exchange for a density bonus. This proposed modification still dedicates the recreational park site to the County, even though the density bonus is no longer requested for the park given the proposed reduction in units. However, the required stormwater retention depicted on the MDP Map cannot be counted as public recreation and a boardwalk through wetlands is to be replaced by a different trail to avoid impacts to conserved wetlands. In addition to this 1.14-acre trail proposed around the flood pond, additional parking is proposed for the trail use, and a tot lot is dedicated to the public which was originally designated as a private recreational facility. These changes result in a total of 8.52 acres of public recreation provided not including the stormwater facility that is within the main public park area.

Other changes documented in this Minor Modification include slight changes in park configuration and the provision of a private amenity area. A secondary public parking area is provided adjacent to the private amenity center for potential public users of the recreation trail. This secondary parking area consists of four (4) parking spaces as depicted on the MDP map. Reconfiguration is motivated by a need to provide extensive areas for compensatory storage and additional stormwater retention as documented in a prior adjustment to the Master Development Plan (MDP) map.

A PUD zoning classification was selected by the owner/developer to portray a single, unified development plan that is cohesive in its architectural design, landscaping, and site planning. This PUD provides additional controls and development review that avoids piecemeal development and promotes good planning practices. In addition to the positive aesthetic benefits of the project, the

current residents of the area will benefit from new development that is more compatible with single family development than some of the potential uses allowed in Open Rural zoning.

The project may incorporate Low Impact Development principles as may be appropriate to the site conditions as outlined in the following documents/programs:

<http://www.lowimpactdevelopment.org/>, the Florida Water Star Program; the Florida Energy Star Program; the Florida Friendly Landscape Irrigation and Florida Friendly Design Standards; Florida Green Industries Best Management Practices for Protection of Water Resources in Florida; Waterwise Florida Landscapes; and the Florida Green Building Coalition.

**B. Total Acreage**

The Subject Property includes all of the land area described in the Legal Description, Exhibit A. The total land area is approximately 101.54 acres, located within the Residential B Comprehensive Plan designated area.

**C. Total Wetland Acreage**

Wetland acres 13.5; Wetland acres impacted 1.64; Wetland acres preserved 11.86. The site is largely cleared and ready for development.

**D. Development Area**

After wetland impacts, a total of 89.68 acres are developable. The Subject Property shall be developed exclusively as 182 lots of single family residential with approximately 10.92 acres of total recreation area.

**E. Residential Development**

Residential development shall be limited to 182 residential units as shown on the MDP Map. This unit number is consistent with the Comprehensive Plan when adding density bonuses. A maximum base density within the Residential B category of two (2) units per acre on 89.7 acres of uplands yields 179.4 units (2 x 89.7). Adding in the density bonus for conservation of wetlands yields 1.5 units (0.2 x 7.7 acres). Adding in the density bonus for upland preservation adjacent to contiguous wetlands yields 1.3 (2 x 0.65 acres\*). The 179.4 units plus 1.5 plus 1.3 yields a potential density of 182.2 units.

\*Note: 7.7 acres of wetland conservation and 0.65 acres of upland preservation areas are in excess of the minimum required space area.

The density of the project is 2.03 units per acre based upon 182 residential units on a total of 89.7 developable acres. The projected population within the project is 444.1 persons based upon 2.44 person per household, the St. Johns County concurrency standard. The estimated number of school age children within the project is 49.1 based upon the County standard of .27 school age children per household in the Pedro Menendez High School Concurrency Service Area. The builder selling

homes in the Project will provide disclosure documents announcing the potential for children to be rezoned to different schools within the sales literature.

It should be noted that this residential density is consistent with the density allowed under the Residential B designation indicated on the Future Land Use Map (FLUM) of the St. Johns County Comprehensive Plan and applicable density bonuses.

**F. Non-Residential Development**

There are 8.8 acres of public use recreational park originally proffered in exchange for a density bonus to allow up to 202 residential units. The general park area remains the same even with the proposed reduction to 182 residential units. However, it is not all counted toward recreational acres as some space within the public parcel was required for stormwater retention. The area from this subparcel counted toward public active recreation is 7.32 acres. The remaining public portion of active recreation provided for the development includes a public nature trail consisting of 1.14 acres and a public trail parking area consisting of 0.06 acre.

**G. Site Development Standards**

Building Type:

**Single Family Residential.** The single-family residential areas shall be developed with detached single-family homes with free-simple form of ownership.

**Continuation of Open Rural Uses for Lot 164.** Lot 164 represents an existing stately home on the property. Since Lot 164 is currently zoned Open Rural and will be a minimum of 2.0 acres, the owner will continue to be allowed to use Lot 164 with the following limited Open Rural Uses with all other Open Rural uses being prohibited:

- Agricultural Uses and Live Stock limited to one (1) horse or one (1) cow per 1.0 acre and fowl and birds not open to the general public.
- Although no special use permit shall be required for Lot 164, such uses shall be limited to and in accordance with LDC Sections 2.03.05 and 2.03.06.

All other lots within the project will be limited to single family residential.

LAND AREA SUMMARY	
TOTAL PROPERTY AREA:	101.54 AC
UPLAND AREA:	87.99 AC
WETLAND AREA:	13.55 AC
TOTAL WETLAND AREA:	13.55 AC
CONSERVED WETLANDS:	11.86 AC
WETLAND IMPACTS:	1.69 AC
TOTAL DEVELOPMENT AREA:	89.68 AC
UPLAND AREA:	87.99 AC
WETLAND IMPACTS:	1.69 AC

Minimum Lot Requirements

Lot development criteria shall generally feature a minimum lot width of 63 feet (as calculated pursuant to Section 6.01.03A of the Land Development Code) except for the lots around the cul-de-sac which may have a minimum lot width of 25 feet pursuant to LDC Section 6.01.03.A. Any modification to lot layout shall be subject to Section 5.03.05 of the LDC.

DEVELOPMENT CRITERIA	
MINIMUM LOT AREA:	7,785 S.F.
MINIMUM LOT DEPTH:	125 L.F.
MINIMUM LOT WIDTH (AT 15' FRONT SETBACK):	63 L.F.
MAXIMUM BUILDING COVERAGE (PER LOT):	50%
MAXIMUM BUILDING COVERAGE (OVERALL):	25%
MAXIMUM IMPERVIOUS SURFACE AREA RATIO (PER LOT):	70%
MAXIMUM BUILDING HEIGHT:	35'
MINIMUM LOT SETBACK TO US 1 R.O.W.:	50'
MINIMUM BUILDING SETBACK:	
FRONT (TO FACE OF GARAGE):	20'
FRONT (NON-GARAGE PORTION OF HOUSE):	15'
SIDE:	5'
REAR:	10'

- Corner lots shall be allowed to have 2 Front Yards. The setbacks for corner lots shall be a minimum of 20 ft for one Front Yard and a minimum of 10 ft. for the other Front Yard. The reduction of the second front yard to 10 ft. shall only be allowed provided site distance and visibility is not impacted.
- A minimum of 10 ft. shall be maintained between structures. All structures shall have a minimum separation, as measured from the furthest projection of any other structure to the furthest projection of any other structure. Setbacks shall be measured from the furthest projection.

Driveways:

- Driveways may be located within setbacks provided they maintain a minimum of five (5) foot setback from the side property line.
- Driveways serving lots shall not be located within the ten (10) foot second Front Yard setback.

Building Height:

Maximum Building/Structure Height: 35 ft.

Accessory Structures:

Accessory Structures. Accessory Structures shall be allowed as per Section 2.02.04 of the Land Development Code.

- Mechanical equipment, such as air conditioning units, pumps, heating equipment, solar panels, and similar installations, and screening and housing for such equipment, may project into the required Rear Yard, but shall not be located within five (5) feet of any lot line, and may not project into the required Front Yards or required Side Yards. No permanent improvements including eaves, mechanical equipment, pools, pool enclosures and fencing with a foundation are permitted to encroach into any drainage easements.
- Covered Patios and Covered Pools. Per LDC Section 6.01.03.H.3, covered patios and covered pools shall maintain a minimum five (5) foot setback from the parcel property line.

Parking:

Off-Street Parking: 2 spaces per lot

- Parking on individual lots may incorporate pervious pavers or permeable base surfaces to attempt to preserve existing trees subject to construction plan approval.

Fencing:

Rear and side yards may be fenced with a maximum 6-foot high masonry, wood, vinyl, or similar type fence and front yards may be fenced with a maximum 4-foot high masonry, wood, vinyl, or similar type fence.

Perimeter fencing of a unified design may be installed around the project's boundary. Fencing may be installed along the Railroad Buffer. If a chain link fence is installed along the far western boundary, fronting the railroad right-of-way, the chain link fence shall be screened from visibility

with natural vegetation or other screening so as to not be visible from the eastern boundary of the Railroad Buffer.

Signage:

Project Signage. Project signage shall be limited to one, double faced sign as depicted on the MDP Map. Ground signs are limited to 32 sq. ft. in sign face area and may be double-faced. The project identification signs may be monument or ground signs and may be incorporated into a wall, fence, or other structure and may be wide-based monument style. The project identification signage may be lighted or externally illuminated and shall be landscape.

Various locational, directional, model home, and traffic controls signs shall be allowed in accordance with the requirements of the Land Development Code to direct traffic and for identification of a sales office, recreation areas, sales centers, etc. Such signs may be lighted or externally illuminated and incorporated into a wall, fence, or other structure. Temporary signage shall be allowed within the Project in accordance with the requirements of the LDC.

No subdivision identification signs will be placed in county or state right-of-way unless permitted through a right-of-way permit.

Maximum height of signage shall be fifteen (15) feet.

Park Signage. An additional sign shall be allowed for the Public park, limited to 32 sq. ft. in sign face area, not more than ten (10) feet in height and may be double-faced. See Section T, Waivers.

Recreational Wayfinding Signage. Two signs are proposed in the general locations shown on the MDP map to signal potential users of the public recreational trail along the flood pond. One sign is depicted near the parking area and restrooms close to the entrance of project and a second sign is depicted at the designated public parking area immediately north of the proposed amenity center. Signage will follow the regulations of LDC 7.02.06.B with a maximum height of three (3) feet and a maximum Advertising Display Area of three (3) square feet.

Lighting:

All lighting will be in compliance with the LDC, including Sections 6.09 and 5.03.06.H.

Existing Wells and Septic

All existing wells and septic systems on the site will be properly abandoned consistent with the Florida Administrative Code and Environmental Health procedures prior to construction plan approval for any vertical construction except for the two existing houses to the extent they qualify for well and septic post-development. The only exception is for wells that may be used

post-development if they are properly permitted. All wells and septic systems shall be located and abandoned prior to horizontal construction plan approval (clearing and grading).

#### H. Infrastructure

##### Stormwater:

The stormwater management system shall be designed in accordance with the requirements of St. Johns County and the St. Johns River Water Management District. Porous pavement, bulkheaded retention, and vault retention may be allowed in the PUD.

Stormwater management facilities may incorporate natural features into their construction that provide vegetation and buffers promoting wildlife habitat in accordance with Policy D.3.2.13. The native vegetation shall include grasses, tree and understory plantings on portions of the pond banks.

##### Excavation:

Excavation activities shall be shown on construction plans and shall be allowed within approved Development Areas (as defined by approval of construction plans) within the Project for the construction of stormwater management systems and ponds, wetland creation and/or wetland enhancement, lots and other similar uses and structures in conjunction with the development of the project, subject to all applicable permitting requirements and the requirements of LDC Section 2.03.10, Land Excavation and Borrow Areas. Additionally, fill dirt may be brought onto the project as needed to develop the project and fill dirt may be removed from the site to other lands in accordance with LDC Section 2.03.10, Land Excavation and Borrow Areas. This PUD shall allow early land clearing subject to permitting requirements of St. Johns County and the St. Johns River Water Management District appropriate for the state of development. Prior to any such early clearing activity, the Developer shall provide the County a tree inventory of protected trees as defined in Chapter XII of the LDC within the limits of the clearing for the road rights-of-way and the master drainage system. The Developer shall mitigate for any protected trees to be removed by such early clearing activity as required under Chapter IV of the LDC. A tree inventory or survey, as required by LDC Section 4.01.05.F1a and b will be provided.

##### Utilities:

The project shall be served by St. Johns County Utilities (SICUD) and all utility development and connections shall be in compliance with SICUD. The Developer must confirm the utility connection points for water/sewer at the design phase. The utility connection points for water/sewer shall be installed as listed within the Availability Letter or as directed otherwise by St. Johns County Utilities to minimize impact to the existing infrastructure or to the existing level of service. Development shall comply with the St. Johns County LDC and Manual of Water, Wastewater, and Reuse Design Standards & Specifications.

##### Fire:

Fire protection will be installed in accordance with Land Development Code Section 6.03.

Access:

Access to the project shall be from a single access drive connecting to US Highway 1, as depicted on the MDP Map. Site access improvements or related connection improvements shall be constructed at Developer's expense, as well as a right-deceleration lane and left center turn lane, which design will be reviewed as part of the Subdivision Construction Plan review.

The internal roadways may be publicly owned and maintained, at the County's sole discretion. The MDP Map depicts a preliminary vehicular circulation system that shows all proposed points of connection with public rights-of-way. The exact location and configuration of the internal roads shall be depicted on construction plans submitted for approval and shall be designed in accordance with the LDC.

Emergency Access:

Potential emergency access may be incorporated into the project to serve the Public Park as depicted on the MDP Map. This emergency access may be by way of access through the internal roadways of the project or by connection directly to US 1 with intent being to provide access to the north part of Public Park for emergency services. The emergency access will be controlled via a locking gate (i.e. Knox-Box). The final design and configuration of the emergency vehicle access will be included within the construction plans for review and approval by County staff.

Interconnectivity:

Interconnectivity to the west is not practical for this site due to the railroad right-of-way, to the north due to the constraints of wetlands and design's incorporation of a park, and to the south due to the rural silviculture land use designation.

Sidewalks:

A four (4) ft wide sidewalk will be constructed on one side of the internal roadway, continuing around the cu-de-sac, as part of the project as generally depicted on the MDP Map.

A six (6) ft wide paved multi-use path will extend from the project entrance and encircle the Multi-Purpose Field, as depicted on the MDP Map.

All pedestrian accessible routes 4' wide, in excess of 200' in length will require a passing area meeting the requirements of the Florida Accessibility Code for Building Construction (FACBC), adopted pursuant the current Florida Statutes and based on the current ADA Standards for Accessible Design.

Upland Conservation:

Pursuant to LDC Section 5.03.03.A.3, a minimum of five percent (5%) of the site will be conserved as upland natural vegetation, or approximately 5.08 acres. This requirement is met by summing the upland buffer, upland conservation area, perimeter buffer and railroad buffer.

Active Recreation:

Article V of the LDC requires a minimum of 2.22 acres of active recreation for the project given the subdivision has been reduced to 182 residential lots.

Active based recreational park area totaling 10.92 acres, containing 8.52 acres of public active-based recreation and 2.40 acres of private active-based recreation, will be provided. The private recreation will include a central private recreation area, as well as a tot lot, with improvements such as recreation stations (such as exercise equipment, tether ball and horseshoes), benches, picnic tables, a shade structure, such as a covered gazebo or pavilion, consistent with LDC Section 5.03.03.E.1. A non-ADA Nature Trail or Multi-Use Path may also be provided. A private amenity area developed with a pool and restrooms may also be provided in the location shown on the MDP Map. Additional passive and active recreation may be provided through pedestrian connections between residential parcels and other residential and recreation areas and through any open space or preservation areas, subject to compliance with applicable permitting requirements and construction plan approval.

Public Park:

The total area to be dedicated as public park/recreation area is 8.52 acres including the main 7.32 acres of active recreation area along US 1, the 1.14 acres of public trail around the flood pond, and the 0.06-acre public trail parking area. The 7.32 acres does not include the stormwater pond facilities or the conserved wetland within the vicinity. This park area as identified on the MDP Map shall be dedicated to the County for public use, even though the proposed plan reduces the lot count from 202 lots negating the need for a density bonus option for dedication of a public park. The public park shall, at a minimum, include the following improvements, constructed by and at the sole expense of the developer:

A playground that serves multiple age groups, a minimum of two (2) shade structures such as a gazebo or pavilion, an active play area with a concrete surface that can accommodate a basketball, tennis, or pickleball court or similar type of sport facility, an open grass or similar surface multi-purpose field measuring approximately 120' x 400' (or similar total square footage), a stabilized public parking area with one concrete handicap parking space, and a six (6) ft wide paved multi-use path. Public restrooms are also to be provided as depicted on the MDP Map.

In addition, a 1.14-acre public recreational trail is proposed around the flood pond and a paved public parking area for intended users of the trail is included just north of the private amenity center. The trail public parking area constitutes 0.06 acre and includes four (4) parking spaces.

If the public park is not dedicated, a Major Modification shall be required to revise the MDP Map and Text to remove the density bonus from the project and provide the minimum required active

recreation in accordance with the LDC. Even though the density bonus derived from the public park will no longer be used, it will still be dedicated to St. Johns County.

Park Construction and Maintenance:

The developer shall be responsible for the construction of the minimum park improvements within the PUD as depicted on the MDP Map, and an approved property owners association shall be responsible for the maintenance of the constructed improvements. To the extent the Florida Accessibility Code for Building Construction applies to the project, such Code Requirements shall be met.

Public park facilities shall meet appropriate safety standards and codes associated with public parks and public access to all recreation facilities provided onsite, including the American Testing Materials and Consumer Product Safety Commission, as may be applicable. Final design and amenities are subject to change during construction plan approval as agreed upon by Developer and St. Johns County Parks and Recreation Department.

Park Use:

If developed as a public park, the park shall be joint use between the County and the approved property owners association for the project. Such use by the County shall be subject to an agreement between the County and the approved property owners association. During the October 17, 2017 Board of County Commissioners public hearing, a condition made to the PUD included a provision that the property owners association shall be responsible for the maintenance of the constructed Public Park improvements. This responsibility may be achieved by either maintaining the property directly or subcontracting maintenance services to St. Johns County.

Park Phasing:

A minimum of the required 2.22 acres of private active recreation (minimum required to support 182 residential units) shall be provided at the time of construction plan approval for the first lot.

The public park (the remainder of the park and related improvements) shall be provided prior to construction plan approval of any lots or infrastructure for lots derived from the public park density bonus. The Public Park shall be dedicated to St. Johns County or the developer shall forego the density bonus for dedication of public park.

Open Space:

The project is required to maintain twenty-five percent (25%) Open Space or 25.39 acres. The project will exceed the minimum open space requirement as depicted on the MDP map.

Solid Waste:

Solid Waste collection shall be provided by the County-contracted waste collection company. Based upon an estimated generation of 4 pounds times 2.44 person per dwelling unit, solid waste generation for 182 residential units results in an estimated 1,776.3 pounds per day.

**I. Water and Sewer Use**

Central water and sewer service will be provided by the ST. JOHNS COUNTY UTILITIES, connecting to lines along US Highway 1. Water distribution and wastewater collection/transmission facilities will be dedicated to St. Johns County. Based upon estimated use of 350 gallons per day per residence, water and sewer use for 182 residential units results in an estimated 63,700 gallons per day for potable water and an estimated 50,960 gallons per day for sanitary sewer. The source for irrigation onsite may be reclaimed water but, it may not be practical. If reclaimed water is unavailable, stormwater management facilities larger than one acre may be used as a source of irrigation, when not impracticable, until such time as reuse becomes available consistent with Comprehensive Plan Policy D.5.3.1, E.2.1.6.g.

1. All utility construction projects are subject to the current construction standards within the Manual of Water, Wastewater, and Reuse Design Standards & Specifications at the time of review.
2. Utility connection points shall be installed as listed in the availability letter or as directed otherwise by the St. Johns County Utility Department to minimize impact to the existing infrastructure or to the existing level of service.
3. Water and/or Sewer lines that are to be dedicated to the St. Johns County Utility Department for ownership that are not in public right-of-way shall require an easement/restoration agreement.
4. No improvement such as pavement, sidewalk, and/or concrete walks are to be placed on top of water and/or sewer pressurized mains unless otherwise approved by SJUD. Landscaping trees and landscaping buffers shall be placed at a minimum of 7.5 feet away from the centerline of utility pipelines.

**J. Soils**

Based on the Soil Survey of St. Johns County, Florida, as prepared by the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS), the following are the characteristics of the soil type encountered at the site:

- Pomona fine sand (09)
- Ona fine sand (12)
- Holopaw fine sand (47)
- Riviera fine sand depressional (61)
- Riviera fine sand (65)

**K. Land Use Classification**

The Florida Land Use Cover Forms Classification System (FLUCFCS) designations for the Subject Property are depicted on a FLUCCS Map.

**L. Significant Natural Communities**

An Environmental Assessment was conducted by Atlantic Ecological Services, LLC in July 2017 and reached the following summary conclusion:

The proposed Rock Springs Farm project is located in St. Johns County, Florida. The proposed project is to create a new residential development with associated infrastructure and stormwater management on agricultural lands approximately 101.54 acres in size. The property has been in agricultural production since the 1960's.

Wetlands totaling approximately 13.5 acres are delineated on the subject property. The wetlands have generally been impacted by agricultural land uses on and surrounding the property. A total of 1.64 acres of impacts to wetlands are proposed due to construction of the project. Roadway construction and stormwater retention requirements require the majority of the impacts proposed. Compensatory wetland mitigation for impacts to wetlands is proposed through the purchase of wetland mitigation credits from the Fish Tail Swamp Wetland Mitigation Bank. In addition, an expansive flood pond is planned in the general location and size shown on the MDP map to provide for compensatory storage.

No protected flora or fauna species are anticipated to be affected on the subject property due to the proposed development.

No protected animal species are anticipated to be negatively affected by the development. No gopher tortoises were observed.

**M. Historic Resources**

None.

**N. Buffering**

Perimeter Buffer: The project shall have a ten (10) foot natural/landscape buffer along the project boundaries consistent with LDC Sec. 6.06.04.B.6 and 5.03.03.A.4.

US Highway 1 Buffer: A minimum of twenty (20) feet buffer will be provided along US Highway 1. The buffer shall be enhanced by retaining a majority of the existing mature tree canopy. A waiver has been sought to screening standards in LDC Sec. 6.06.04.B.6., adjacent to US Highway 1. See Section T Waivers.

Railroad Buffer: In addition to the Perimeter Buffer, the project will provide an additional ninety (90) feet Railroad Buffer, buffering the project from the Railroad right-of-way bordering the western boundary of the property. The additional ninety (90) feet Railroad Buffer will allow for sound

abatement and/or sound attenuation from passing rail traffic. The Railroad Buffer area may include retention, screening, natural vegetation, landscaping, fencing, masonry wall(s), a berm or berms up to a maximum of six (6) feet in height, not including plantings on top of the berm(s) and may include a natural trail. No other above-ground structures may be erected within the Railroad Buffer.

Upland Buffer: The twenty-five (25) foot setback requirement from the Upland Buffer as required in Section 4.01.06.B.2 shall not be required for residential lots adjacent to Contiguous Wetlands when the required Upland Buffer is not included within the plotted lots. In this instance, residential lots are subject only to the applicable zoning district minimum setbacks.

All landscaping, tree removal and tree protection shall be in compliance with the Land Development Code in effect at the time of approval of construction plans.

**O. Special Districts**

N/A

**P. Temporary Uses**

Temporary uses (including but not limited to a construction trailer, etc.) shall be allowed to be placed on-site and moved throughout the project. A construction trailer and storage areas related to construction of the project will be necessary for the development of the project. The Developer may install a construction trailer upon submittal of construction/clearing plans to the County. Construction trailers must be removed within thirty (30) days after the completion of construction. "Completion of construction" shall mean the issuance of the final certificate of occupancy.

The dirt removed from the underground stormwater management system may be used on-site, anywhere within the boundaries of the PUD. Excavation will be limited to those areas delineated on the construction plans and will be performed only in areas with an approved development permit.

Model Homes may consist of no more than ten percent (10%) of the total number of Lots within the individual, approved Construction Plans, per Section 2.02.04.B.10. of the St. Johns County Land Development Code. Model homes may have one sign each, located on the lot. As allowed by the Land Development Code, model homes may be constructed prior to platting but cannot receive Certificate of Occupancy prior to site have approved as-builts.

Temporary sales and construction trailers and other temporary improvements shall be allowed but removed from a lot or parcel before any improvements on such lot or parcel receive a certificate of occupancy from the County. Approximate locations of temporary sales and construction trailers will be shown on engineering and construction plans.

Temporary sales trailers, sales offices, and model homes shall meet all requirements of the Florida Accessibility Code for Building Construction (FACBC), including but not limited to accessible route, accessible parking, and signage.

**Q. Accessory Uses**

Accessory uses shall be in accordance with the Land Development Code.

**R. Phasing Schedule**

The project will be developed in one (1) five-year phase.

Construction will be commenced within five (5) years of the effective date of the PUD rezoning. Commencement of construction shall be deemed to be approval of final construction plans of horizontal improvements. Completion is defined as the final as-built approval, which shall be within five (5) years of commencement.

**S. Impact on St. Johns County**

There is adequate capacity to serve this project including water, sewer, and roadways. Rock Springs Farm has been designed as a master planned project that includes preserved natural areas, attractive landscaping and architecture, and retention ponds designed to enhance the beauty of the project. In fact, this Minor Modification is a result of planning for additional stormwater retention and compensatory storage to ensure that surrounding properties are not burdened by stormwater run-off and flooding as a result of this development.

The proposed development is at a size and scale compatible with the surrounding area and will not cause adverse impacts to surrounding property or the natural environment. This Minor Modification reduces the lot count by 20, thereby increasing the compatibility with the surrounding area and reducing impacts to traffic.

**T. Waivers**

Front Yard. Waiver to Land Development Code Section 5.03.03.B.1.c, related to Front Yards, to allow front yard setbacks to be a minimum of 15 ft to the face of the house and 20 ft to the face of the garage. Attached and detached garages will be a minimum of 20 ft from the front property line measured from the front of the garage. This will allow all homes to be located forward of garages so that garage faces are not the primary visual focus along the street. It will also allow for larger backyards for residents desiring to have swimming pools, etc., while still preserving vehicle parking capacity in driveways.

Corner Lots. Waiver to Land Development Code Section 6.01.03.E.3 to allow second front yard setback to be reduced by 50% on corner lots. Corner lots would otherwise be subject to having two front yards. The requested setback reduction will allow the designated lots to be treated like the other lots in the neighborhood, thus allowing for houses of similar widths, while preserving a traditional rear size yard. Without the waiver, some of the houses would have to be narrower in width. The subject lots are entirely within the project and the setback reduction will not be visible outside of the project boundary and, therefore, no impact to surrounding properties.

Sign for Public Park. A waiver to LCD Section 7.06.01.A, regarding Development Signs, is requested. At the entrance to the Public Park, an additional sign is requested to identify the park entrance and

park area. The Public Park Sign will be limited to 32 sq. ft. in sign face area, not more than ten (10) feet in height and may be double-faced. This waiver is justified because the project is proposing the dedication of the public park in an area of the County in need of such facilities. Without signage, it would be difficult for the public to become aware of the park or be able to find the park. This request is unique, as public park dedications as part of PUD rezoning applications are relatively rare.

No Berm Along US 1. A waiver to LDC Section 6.06.04.B.6, requiring "B" screening or a berm/planting combination for residential development adjacent to Arterials or Major Collectors. The berm shall have an average height of four (4) feet and dense plantings which will, when combined with the berm, achieve a minimum height of eight (8) feet and seventy-five (75%) opacity within two years of planting. The public park being dedicated should not be hidden from view of US 1, as that is not the intent of having a public park and could not have been contemplated by LDC Section 6.06.04.B.6. This request is entirely within the spirit and intent of the LDC, especially Article I. Furthermore, there are significant areas of existing natural landscaping fronting US 1 that will remain undisturbed and all of the 182 lots are set back significantly further than the minimum requirements of the LDC as depicted on the MDP Map.

**U. Binder**

The Owners of Rock Springs Farm hereby agree to bind all successors and assigns in title to all terms of the PUD Ordinance. All successors in title and/or assigns shall be bound to proceed with the development in accordance with the site plan(s), written description of the intended plan of development, and any conditions(s) set forth by the Board of County Commissioners in the ordinance that approves the Planned Unit Development district.

**V. Future Land Use Map Designation**

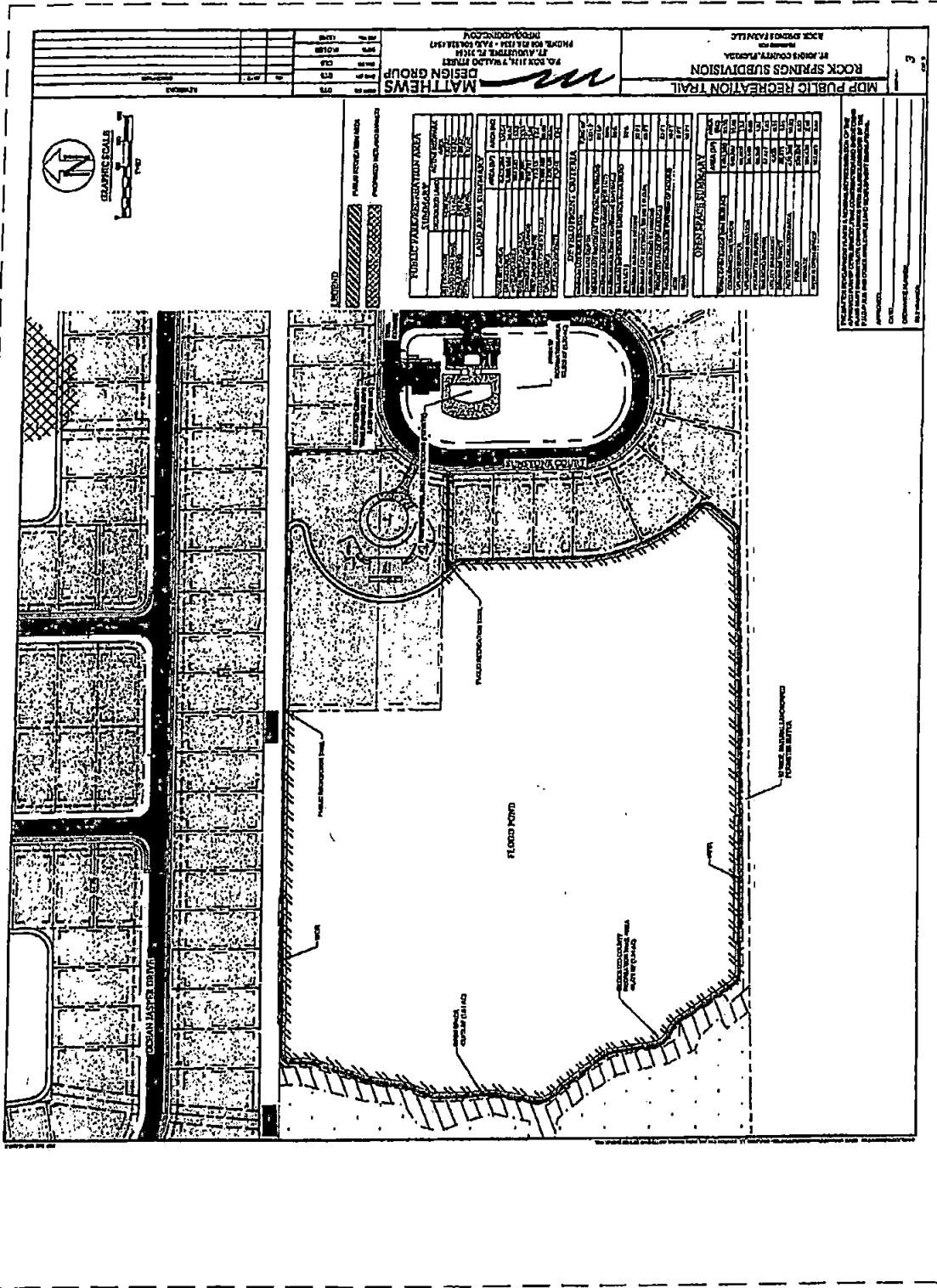
There is a single FLUM designation on the Subject Property, Residential B.

**BOARD OF COUNTY COMMISSIONERS MEETING OCTOBER 17, 2017**

1. Lot 164 shall not be further subdivided. This prohibition shall be included on the plat and deed for Lot 164.
2. Construction Plans shall include overflow parking for the Public Park, as well as a permanent Men's and Women's bathroom. The property owners association shall be responsible for the maintenance of the constructed Public Park improvements.







NO.	DESCRIPTION	AMOUNT	UNIT	TOTAL
1	ASPHALT DRIVE	100	SQ. YD.	100
2	CONCRETE CURB	100	LINEAL FT.	100
3	LANDSCAPING	100	SQ. YD.	100
4	PAVING	100	SQ. YD.	100
5	SEWER	100	LINEAL FT.	100
6	WATER	100	LINEAL FT.	100
7	ELECTRIC	100	LINEAL FT.	100
8	TELEPHONE	100	LINEAL FT.	100
9	STORM SEWER	100	LINEAL FT.	100
10	SEWER	100	LINEAL FT.	100
11	WATER	100	LINEAL FT.	100
12	ELECTRIC	100	LINEAL FT.	100
13	TELEPHONE	100	LINEAL FT.	100
14	STORM SEWER	100	LINEAL FT.	100
15	SEWER	100	LINEAL FT.	100
16	WATER	100	LINEAL FT.	100
17	ELECTRIC	100	LINEAL FT.	100
18	TELEPHONE	100	LINEAL FT.	100
19	STORM SEWER	100	LINEAL FT.	100
20	SEWER	100	LINEAL FT.	100
21	WATER	100	LINEAL FT.	100
22	ELECTRIC	100	LINEAL FT.	100
23	TELEPHONE	100	LINEAL FT.	100
24	STORM SEWER	100	LINEAL FT.	100
25	SEWER	100	LINEAL FT.	100
26	WATER	100	LINEAL FT.	100
27	ELECTRIC	100	LINEAL FT.	100
28	TELEPHONE	100	LINEAL FT.	100
29	STORM SEWER	100	LINEAL FT.	100
30	SEWER	100	LINEAL FT.	100
31	WATER	100	LINEAL FT.	100
32	ELECTRIC	100	LINEAL FT.	100
33	TELEPHONE	100	LINEAL FT.	100
34	STORM SEWER	100	LINEAL FT.	100
35	SEWER	100	LINEAL FT.	100
36	WATER	100	LINEAL FT.	100
37	ELECTRIC	100	LINEAL FT.	100
38	TELEPHONE	100	LINEAL FT.	100
39	STORM SEWER	100	LINEAL FT.	100
40	SEWER	100	LINEAL FT.	100
41	WATER	100	LINEAL FT.	100
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43	TELEPHONE	100	LINEAL FT.	100
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84	STORM SEWER	100	LINEAL FT.	100
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87	ELECTRIC	100	LINEAL FT.	100
88	TELEPHONE	100	LINEAL FT.	100
89	STORM SEWER	100	LINEAL FT.	100
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91	WATER	100	LINEAL FT.	100
92	ELECTRIC	100	LINEAL FT.	100
93	TELEPHONE	100	LINEAL FT.	100
94	STORM SEWER	100	LINEAL FT.	100
95	SEWER	100	LINEAL FT.	100
96	WATER	100	LINEAL FT.	100
97	ELECTRIC	100	LINEAL FT.	100
98	TELEPHONE	100	LINEAL FT.	100
99	STORM SEWER	100	LINEAL FT.	100
100	SEWER	100	LINEAL FT.	100



**MATTHEWS DESIGN GROUP**  
 20 ROCKY HILL & WALTON STREET  
 FT. LAUDERDALE, FL 33309  
 PHONE: 954.561.1111 FAX: 954.561.1112  
 WWW.MATTHEWSDG.COM

**MDP PUBLIC RECREATION TRAIL**  
 ROCK SPRINGS SUBDIVISION  
 ROCK SPRINGS, FLORIDA

DATE: 08/11/10  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS  
 APPROVED BY: J. HARRIS  
 PROJECT NO.: 10-001  
 SHEET NO.: 1170

remain in effect, except as modified above. Furthermore, to the extent they do not conflict with the unique specific and detailed provisions of this PUD Ordinance, all provisions of the Land Development Code as such may be amended from time to time shall be applicable to this development; except (a) that modification to this PUD by variance or special use shall be prohibited, except where allowed by the Land Development Code; and except (b) to the degree that the development may qualify for vested rights in accordance with applicable ordinances and laws. Notwithstanding any provision of this ordinance, no portion of any impact fee ordinance, concurrency ordinance, building code, comprehensive plan or any other non Land Development Code ordinance or regulation shall be deemed waived or varied by any provision herein.

SECTION 5. This Resolution shall take effect upon its adoption.

SECTION 6. This decision may be appealed to the St. Johns County Board of County Commissioners within thirty (30) days of the signing of this Resolution, pursuant to Section 9.07.03 of the Land Development Code.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF February 2020.

PLANNING AND ZONING AGENCY

BY: Archie Wainright  
Archie Wainright, Vice-Chairman

ATTEST:

Cheri Ng  
Cheri Ng, Clerk

EFFECTIVE DATE: Date Recorded

**EXHIBIT "D"**  
**(maintenance contract)**



**DATE:** 7/13/2020

**FOR:** Rock Springs Farm US 1 & S.R. 206

Thank you for allowing Costa Verde Lands the opportunity of bidding on the maintenance contract for your property. Costa Verde Lands has earned its reputation as a hardworking, team-oriented contractor with high standards of excellence in both quality and customer service. Our prompt service and keen attention to detail are just the beginning of the proactive approach we take. We believe that the condition of our client's property is a direct reflection on our company - which is why we are constantly on the lookout for either potential problems or for ways to enhance the "curb appeal" of your Property. Enclosed is our standard annual agreement which details our services that we will provide to you. Please review the information and feel free to contact me if you have any questions.

In closing, I would like to thank you for taking the time to consider Costa Verde Lands for your lawn and landscaping maintenance needs. Please feel free to contact me should you have any questions or need additional information.

Sincerely,

**Ben Bennett**  
**Costa Verde**

7745 US Hwy 1 South, St. Augustine FL 32086  
Phone (904) 303-1189



This Agreement is made on 7/13/2020 between Rock Springs Farm and Costa Verde Lands, LLC.

**1. Services.** Contractor agrees to furnish comprehensive lawn and landscaping services. for the client including all services listed on Exhibit A.

**2. Payment.** Client agrees to pay Contactor for the Services at the rate and terms set forth on Exhibit B.

**3. Terms.** The terms of this agreement will begin on the Effective Date and continue for one (1) year. This contract shall automatically renew for an additional twelve (12) month term, without notice. Either party may cause this contract NOT TO RENEW by mailing a "Letter of Intent to Cancel" to the other party at least thirty (30) days prior to the ordinary termination date of this contract, or any renewal hereof. Unless negotiated in advance, all renewals shall reflect a contractual fee increase not to exceed 3% over the existing amount- \*only if approved by management\*.

**4. Indemnity.** Contactor agrees to indemnify, defend and hold harmless the Client, its successors and assigns from and against any and all claims, demands, liability, or expense (including court cost and attorney fees) whether from injury to person, loss of life or damage to property, or arising out of breach of this agreement, or any intentional or negligent act or omission by Contractor or its employees, agents, or subcontractors.

**5. Insurance.** Contractor shall maintain general commercial liability insurance coverage in a minimum amount of \$1,000,000 dollars per occurrence or in such greater amounts as are reasonably necessary to ensure



coverage for any claims or damages claimed as a result of its performance under this Agreement. Contractor agrees to list client and St. John's County as additional insured.

**6. Compliance with law.** Contractor shall comply with all applicable laws, rules, and regulations pertaining to its performance under this Agreement. Throughout the term of this Agreement contractor shall maintain any required licenses and permits required to comply with such laws, rules, and regulations.

**7. Independent Contractors.** The parties acknowledge that they are independent contractors. Nothing in the Agreement shall be construed or deemed to create a relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

**8. Employees.** It is understood that the appointment if any is at the Contractor's sole risk, expense; and supervision and any such employee shall have no claims against Client or St. John's County for wages, salary, or fringe benefits. Contractor agrees that any such employee shall be subordinate to the Contractor and shall be subject to the terms and conditions, which apply to Contractor under this agreement, and that the Contractor shall be liable for any breach of this Agreement by any such employee. Contractor shall provide workers compensation insurance for Contractor's employees in accordance with statutory requirements.

**9. Entire Agreement.** The Exhibits referenced in this Agreement are made a part of this Agreement. This Agreement contains the entire and only agreement between the parties relating to the matter here and it supersedes all other agreements, promises, and representations, both oral and written that are not set forth in this Agreement. No modifications to this Agreement will be effective unless it is in writing and signed by both parties.



**10. Waiver.** No waiver by either party on any term or condition of this Agreement shall be valid unless it is in writing. Acceptance of any benefits under this Agreement by either party after a breach of any term or condition of this Agreement by the other party shall not be deemed to be a waiver of the breach or of any subsequent breach of any such term or condition.

**11. Severability.** If any term or provision of this Agreement is deemed to be illegal or invalid for any reason whatsoever, such as illegality or invalidity shall not affect the validity of this Agreement.

**12. Binding effect.** The provisions of this Agreement shall bind and insure to the benefit if the parties hereto and their permitted successors and assigns.

**IN WITNESS WHEREOF,** the parties intended to be legally bound, have executed this Agreement as of the Effective Date.

**Costa Verde Lands, LLC**

Name: Ben Bennett

Title: Landscape Maintenance Operations

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT A**

7745 US Hwy 1 South, St. Augustine FL 32086  
Phone (904) 303-1189



## **SERVICE SPECIFICATIONS (Base Maintenance)**

### **1. Mowing (24 Times Per Year)**

All St. Augustine and Bahia turf areas will be mowed to result in a height of all grass to be no more than 4 inches or less than 3 inches, based on established industry standards and type of grass.

Various mowing patterns will be employed to ensure even distribution of clippings and to prevent ruts in the grass caused by mowers.

### **2. Edging (24 Times Per Year)**

- Edging of all curbs and sidewalk shall be performed on every mowing visit.
- Edging of all flower and hedge beds, tree rings and parking areas will be performed on every mowing visit to the property.

### **3. Trimming (24 Times Per Year)**

- Turn areas not accessible by power mower and areas along walls, fences, building obstacles and inanimate objects shall be maintained by string trimmer (weed-eater) to a height no greater than the height of the adjoining grass areas.
- **Shrubs and ground cover** will be trimmed on an as needed basis throughout the length of the contract.

### **4. Weeding (24 Times Per Year)**

- Plant beds or other areas where weeds appear shall be maintained to eliminate growth of weeds or unwanted vegetation.
- Weeding shall be accomplished by hand pulling and/or application of herbicide and shall be performed at each scheduled mowing as inspection may require.

7745 US Hwy 1 South, St. Augustine FL 32086  
Phone (904) 303-1189



- Weeds or grass that may appear in paved areas of walkway, patios, driveways or parking areas shall be treated by herbicides spraying every 30 days or as many applications necessary to control or eliminate such growth.

**5. Shrub Pruning (10 Times Per Year)**

- All hedges and shrubbery shall be pruned on a regular basis to maintain a neat and uniform appearance and as is appropriate for this specific species of plant.
- Pruning of trees shall be performed once a year to remove deadwood, suckers, shoots or low hanging limbs over sidewalks or parking areas.

**General Maintenance**

**7. Trash/Porter Services (24 Times Per Year)**

- All trash in grass areas island/beds will be removed upon each visit.

**8. Blowing (24 Times Per Year)**

- Blowing of all paved areas, patios, and entire complex upon each visit.

**9. Leaf Removal (10 Times Per Year)**

- All leaves shall be maintained by mulching mowers year-round.

**10. Inspection**

- Inspect all items and buildings for damage or necessary repair while on property.



**Payment Specifications**

Invoices in the amount of \$ 2,000 will be emailed at the beginning of each month and will be due no later than the 15th of the same month. A service charge of 15% per month on all unpaid balances over 30 days will be charged and no services will be performed if the account is in arrears. Failure to fulfill the requirements of this contract will hold purchaser liable for the balance of the contract for those services not rendered. Client agrees to pay collection agency fees, reasonable attorney fees and court cost should the collection process be required.

Initials\_\_\_\_\_

<b>Base Maintenance – Annually</b>	\$2,000/Month \$24,000/Year
<b>Mulch – Annually</b>	NA
<b>Palm Pruning</b>	NA
<b>Fert, Pest, and Weed Control- Annually</b>	NA
<b>Irrigation Inspection</b>	NA
<b>Maintenance Total</b>	\$24,000/Year

**Warranty**

In this contract all plant material and irrigation are under warranty for the period of one (1) year after install. A list of Dates will be available for both parties of when the warranty clock begins. As each Building passes inspection, the warranty clock begins. In the case of damage from Vandalism and Severe Storm damage this plant material and irrigation system will no longer be warrantied. This falls under “The Act of God Clause”.

7745 US Hwy 1 South, St. Augustine FL 32086  
Phone (904) 303-1189

EXHIBIT "E"

(planned equipment and placement)

## PLANNED EQUIPMENT FOR ROCK SPRINGS FARMS PARK

### (2) Gazebos

- See attached drawing

### (1) Bathroom facility [to include]:

- Men's Bathroom
  - See attached drawing
- Women's Bathroom
  - See attached drawing

### (1) (5-12 year-old) playground [to include]:

- Spiral slide
- Rock Wall Climber
- Triple Rail Slide
- Arched Bridge
- Bedrock Climber
- Loop Horizontal Ladder
- Chin Bar
- Turn Bar
- Deep Rung Arched Climber
- Disk Climber
- Zipper Climber
- Loop Bike Rack

### (1) Bridge over Creek

- See attached drawing

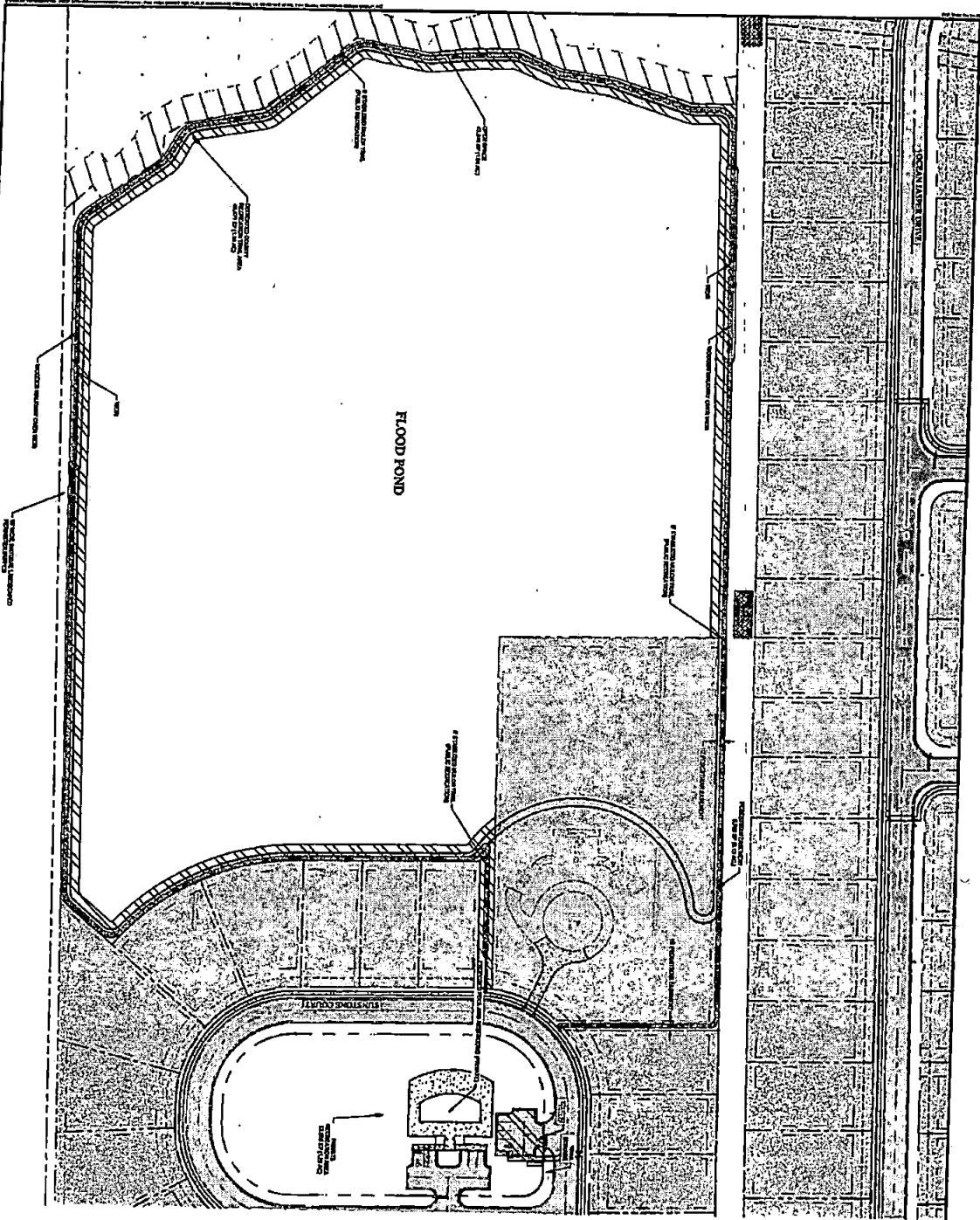
### Walking Trail around Park [to include]:

- 2 Trash cans
- (1) Pull up and Dip Station
- (1) Parallel Bars
- (1) Pull up and Chin up Bars
- (4) Benches

### (1) 30' x 60' Hard Surface Sports Court

- See attached drawing





MATERIALS		FINISHES		PAINTS		GLAZES		FLOORINGS		ROOFINGS		MECHANICAL		ELECTRICAL		PLUMBING		OTHER	
1	CONCRETE	1	PAINT	1	GLAZE	1	FLOORING	1	ROOFING	1	MECHANICAL	1	ELECTRICAL	1	PLUMBING	1	OTHER	1	OTHER
2	ASPHALT	2	PAINT	2	GLAZE	2	FLOORING	2	ROOFING	2	MECHANICAL	2	ELECTRICAL	2	PLUMBING	2	OTHER	2	OTHER
3	BRICK	3	PAINT	3	GLAZE	3	FLOORING	3	ROOFING	3	MECHANICAL	3	ELECTRICAL	3	PLUMBING	3	OTHER	3	OTHER
4	WOOD	4	PAINT	4	GLAZE	4	FLOORING	4	ROOFING	4	MECHANICAL	4	ELECTRICAL	4	PLUMBING	4	OTHER	4	OTHER
5	IRON	5	PAINT	5	GLAZE	5	FLOORING	5	ROOFING	5	MECHANICAL	5	ELECTRICAL	5	PLUMBING	5	OTHER	5	OTHER
6	STEEL	6	PAINT	6	GLAZE	6	FLOORING	6	ROOFING	6	MECHANICAL	6	ELECTRICAL	6	PLUMBING	6	OTHER	6	OTHER
7	COPPER	7	PAINT	7	GLAZE	7	FLOORING	7	ROOFING	7	MECHANICAL	7	ELECTRICAL	7	PLUMBING	7	OTHER	7	OTHER
8	ALUMINUM	8	PAINT	8	GLAZE	8	FLOORING	8	ROOFING	8	MECHANICAL	8	ELECTRICAL	8	PLUMBING	8	OTHER	8	OTHER
9	BRASS	9	PAINT	9	GLAZE	9	FLOORING	9	ROOFING	9	MECHANICAL	9	ELECTRICAL	9	PLUMBING	9	OTHER	9	OTHER
10	GLASS	10	PAINT	10	GLAZE	10	FLOORING	10	ROOFING	10	MECHANICAL	10	ELECTRICAL	10	PLUMBING	10	OTHER	10	OTHER



RECREATION AREA EXHIBIT  
 ROCK SPRINGS SUBDIVISION  
 ST. JOHNS COUNTY  
 PROJECT NO. 2008-001  
 ROCK SPRINGS FARM LLC

**MATTHEWS DESIGN GROUP**  
 P.O. BOX 3122, 7 WALDO STREET  
 ST. AUGUSTINE, FL 32084  
 PHONE: 904.826.1114 • FAX: 904.826.4547  
 INFO@MIDG.COM

DATE	BY	REVISIONS
02/24/2008	RAM	ISSUED FOR PERMIT
02/24/2008	RAM	REVISED PER COMMENTS
02/24/2008	RAM	REVISED PER COMMENTS
02/24/2008	RAM	REVISED PER COMMENTS
02/24/2008	RAM	REVISED PER COMMENTS
02/24/2008	RAM	REVISED PER COMMENTS
02/24/2008	RAM	REVISED PER COMMENTS
02/24/2008	RAM	REVISED PER COMMENTS
02/24/2008	RAM	REVISED PER COMMENTS
02/24/2008	RAM	REVISED PER COMMENTS

AMERICAN INSTITUTE OF ARCHITECTS  
 1900 L STREET, N.W.  
 WASHINGTON, D.C. 20036

Proposed Playground Layout  
 Rock Springs Farm  
 St. Augustine, FL 32086

This play equipment is recommended for children ages 5-12  
 Minimum Area Required: 65'4" x 38'2"

Scale: 3/16" = 1'0"  
 This drawing can be scaled only when in an 11" x 17" format

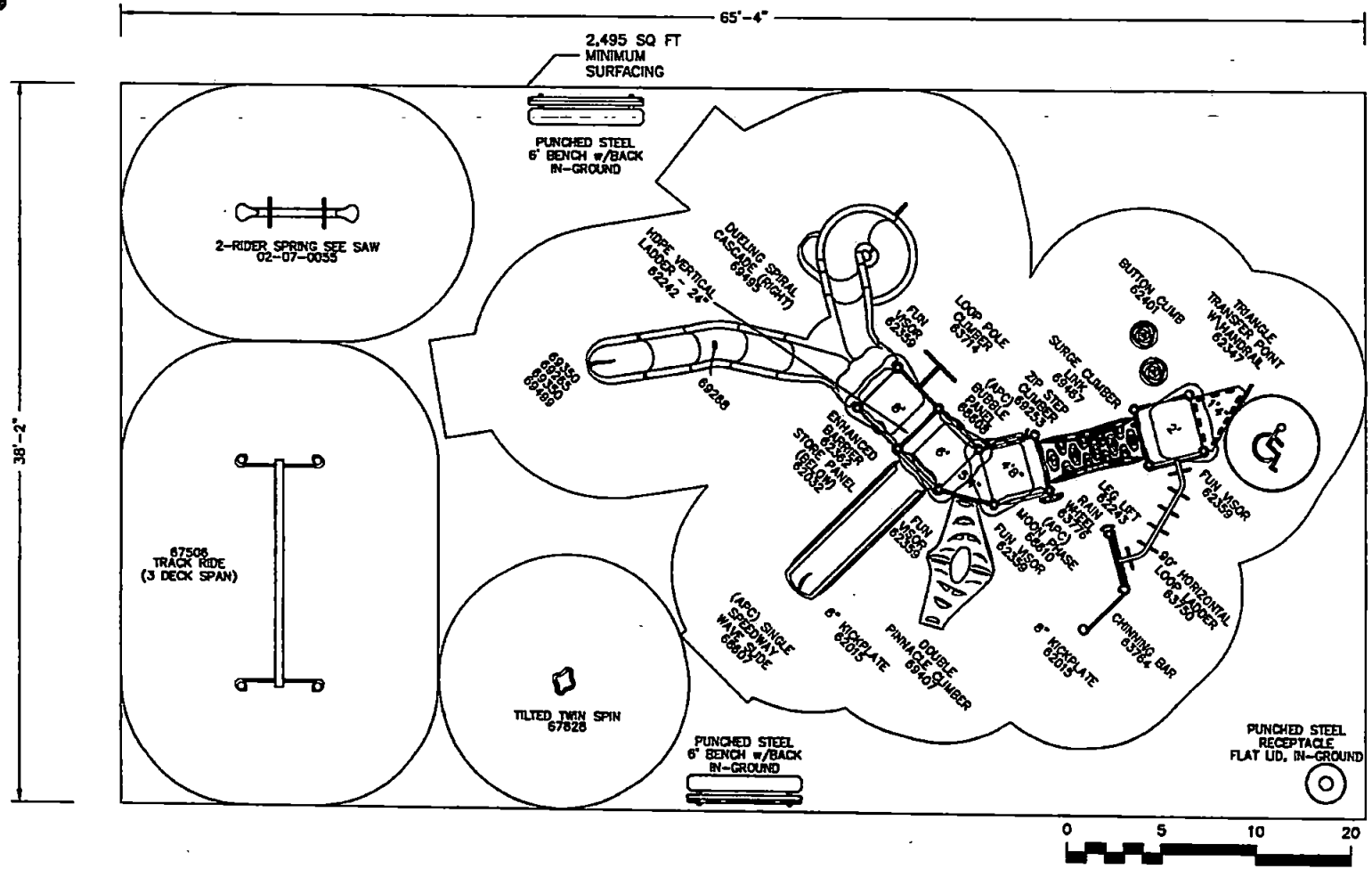
Drawn By: Chris Skinner  
 Date: 9/22/2020  
 Drawing Name: Rock Springs Layout.dwg

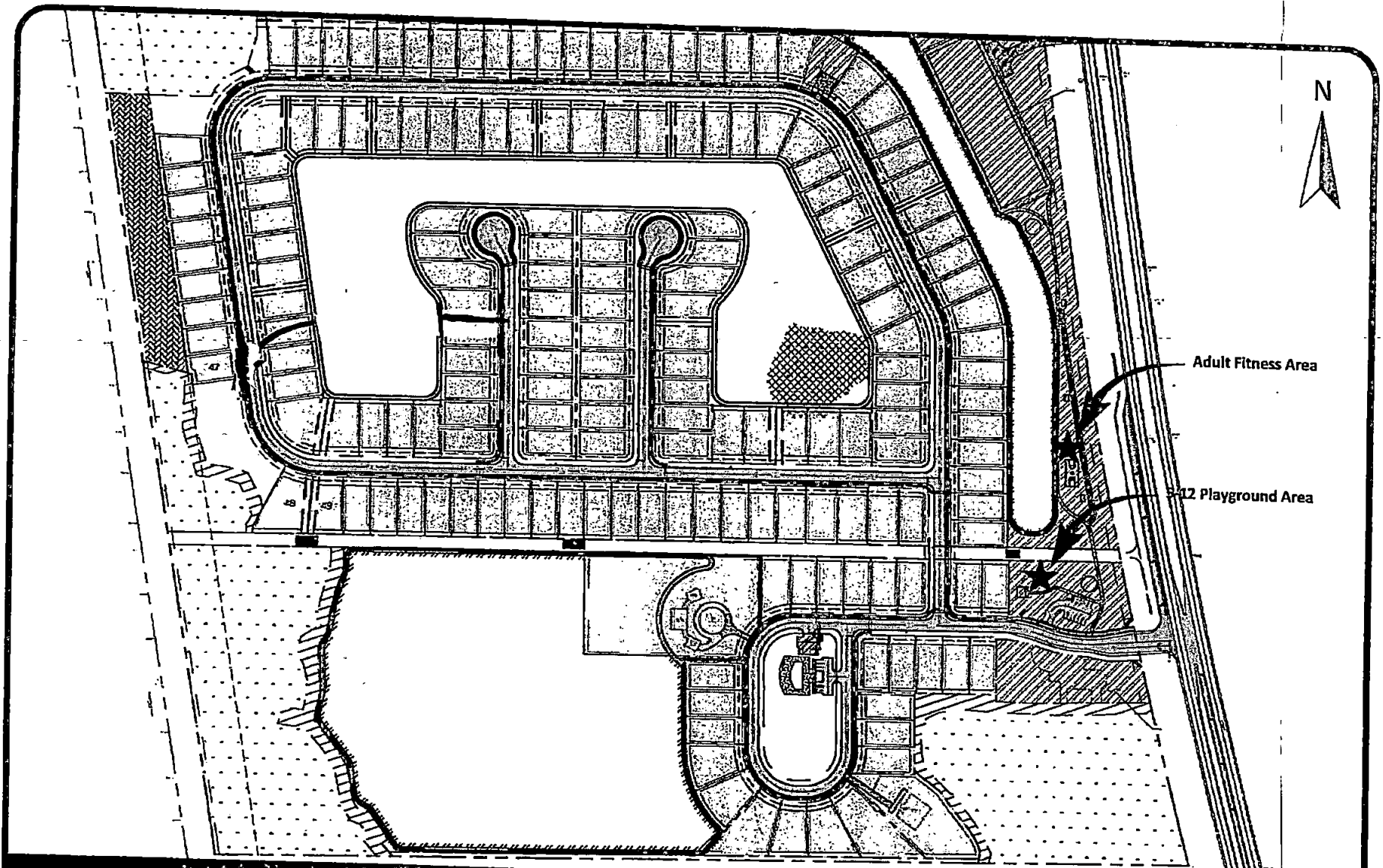
**APC-PLAY**  
 230 E. Hunt Street, Suite 200  
 McKinney, TX, 75069  
 1-888-401-6446  
 www.apcplay.com

APCPLAY - Angela Roberts

**DURACOR**  
 PLAY SYSTEMS

ISO  
 9001  
 CERTIFIED





Adult Fitness Area

12 Playground Area

Rock Springs Farm

Signature: \_\_\_\_\_

Site Location Map

Sheet Number

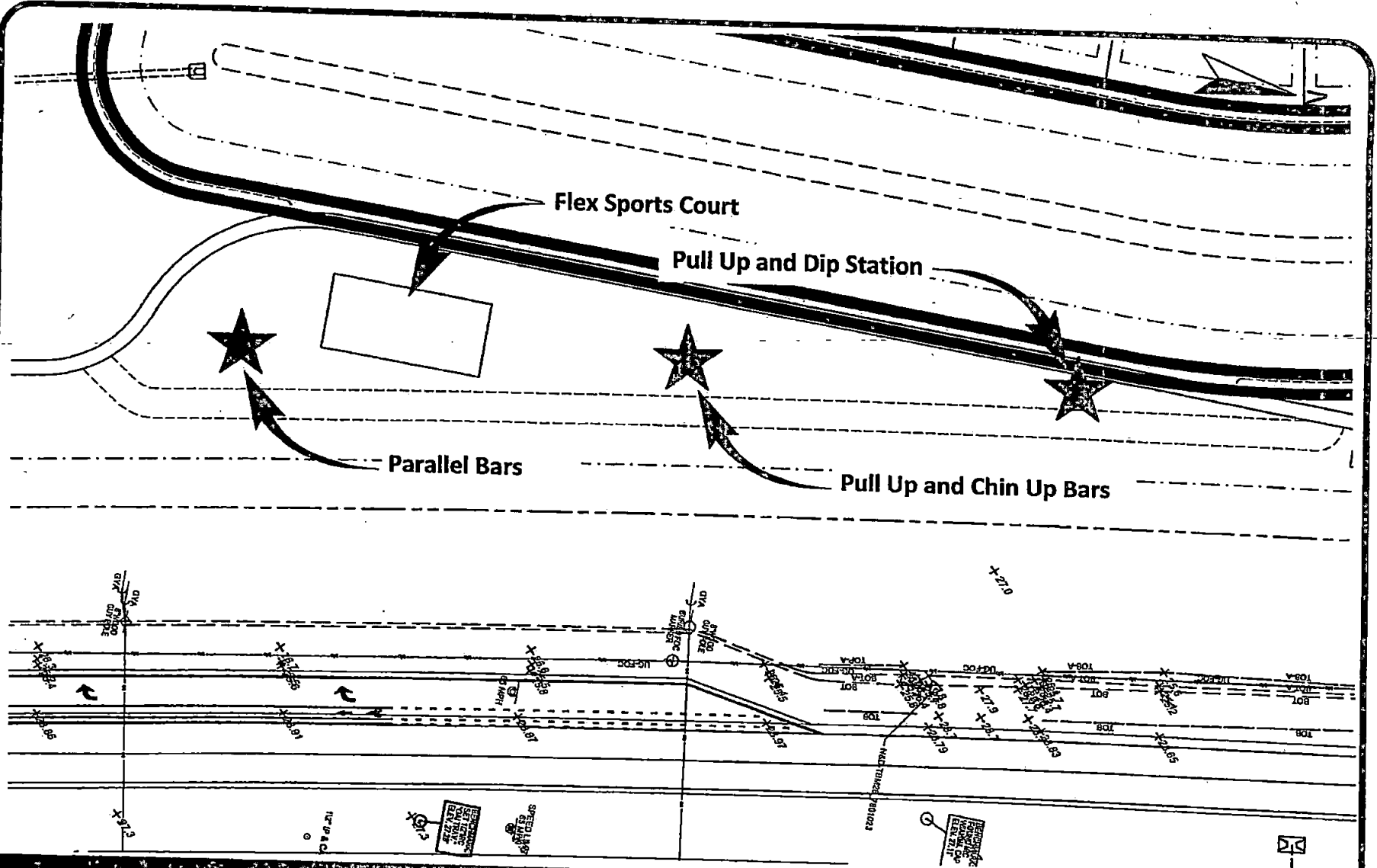
**1**

Drawn By: S. Nance

Date: 8/4/2020

Revision:

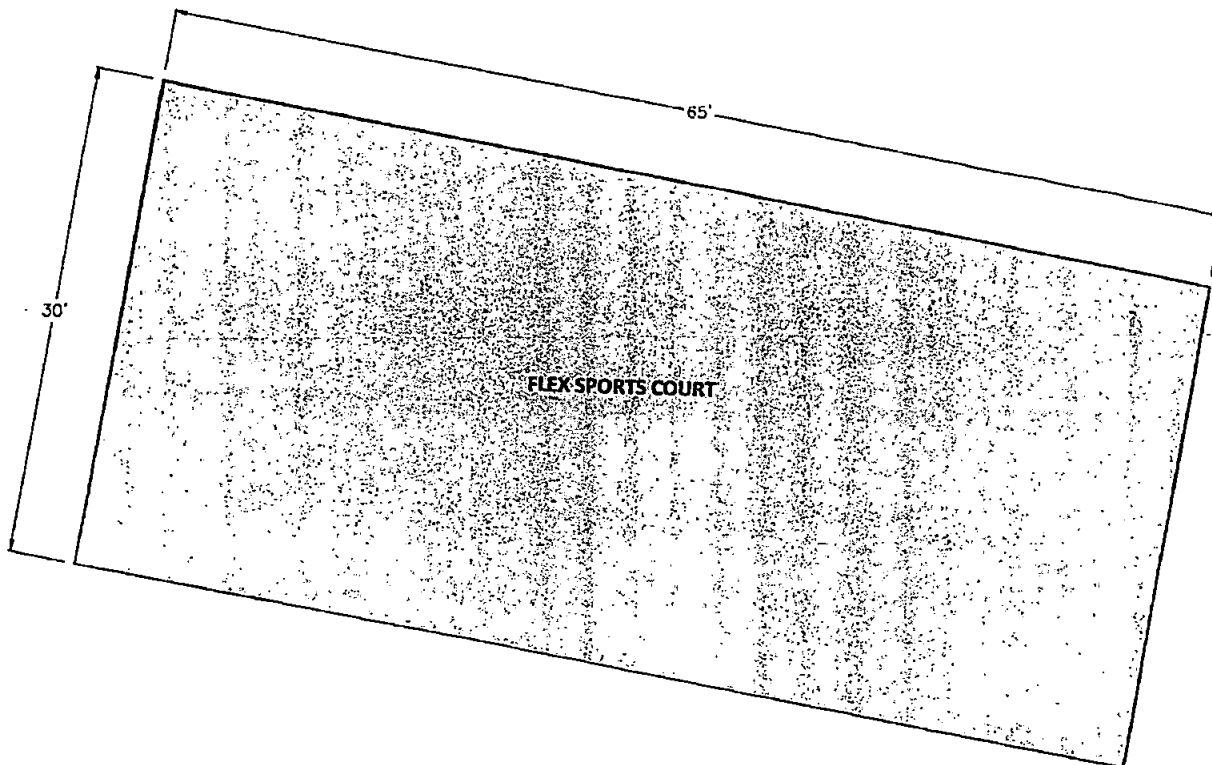
Scale: Not to Scale  
Drawing scaling possible only  
when in 8.5" x 11" format



Rock Springs Farm

Signature: \_\_\_\_\_

Adult Fitness Location Map		Drawn By: S. Nance Date: 8/4/2020 Revision: Scale: Not to Scale Drawing scaling possible only when in 8.5" x 11" format
Sheet Number		
4		



**Rock Springs Farm**

Signature: \_\_\_\_\_

Equipment Age Range: -  
Critical Fall Height: -  
User Capacity: -  
Total Play Components: -  
Total Accessible Components: -

The above layout:	
<input checked="" type="checkbox"/>	COMPLIES TO ASTM
<input checked="" type="checkbox"/>	COMPLIES TO CPSC
<input checked="" type="checkbox"/>	COMPLIES TO ADA

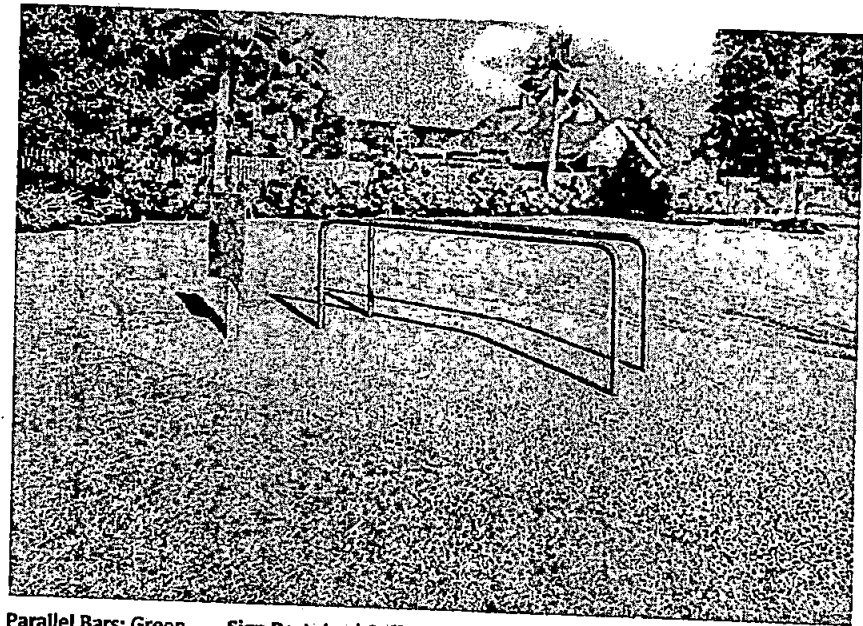
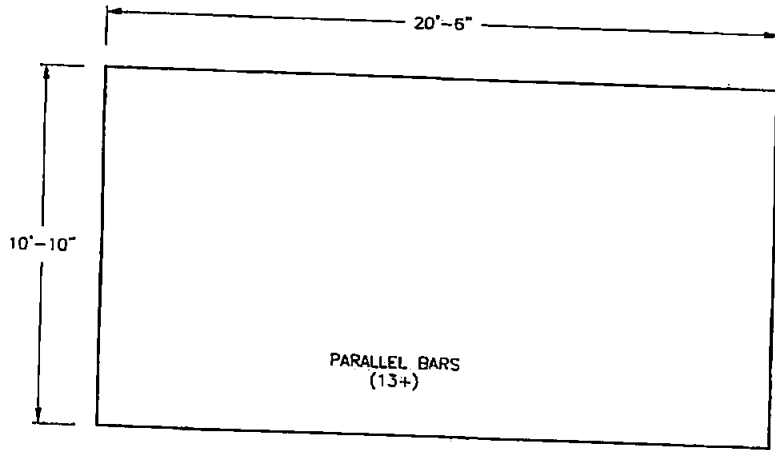
Space Required: 30' x 65'  
Surfacing Area: 1,950 s.f.  
Surfacing Material: PIP  
Surfacing Depth Required: 1.5"  
Border Info: N/A

**Flex Sports Court**

Sheet Number

**5**

Drawn By: S. Nance  
Date: 8/4/2020  
Revision:  
Scale: 3/32" = 1'-0"  
Drawing scaling possible only  
when in 8.5" x 11" format



Parallel Bars: Green - Sign Post: Iced Coffee - Sign HDPE: Green

**Rock Springs Farm**

Signature: \_\_\_\_\_

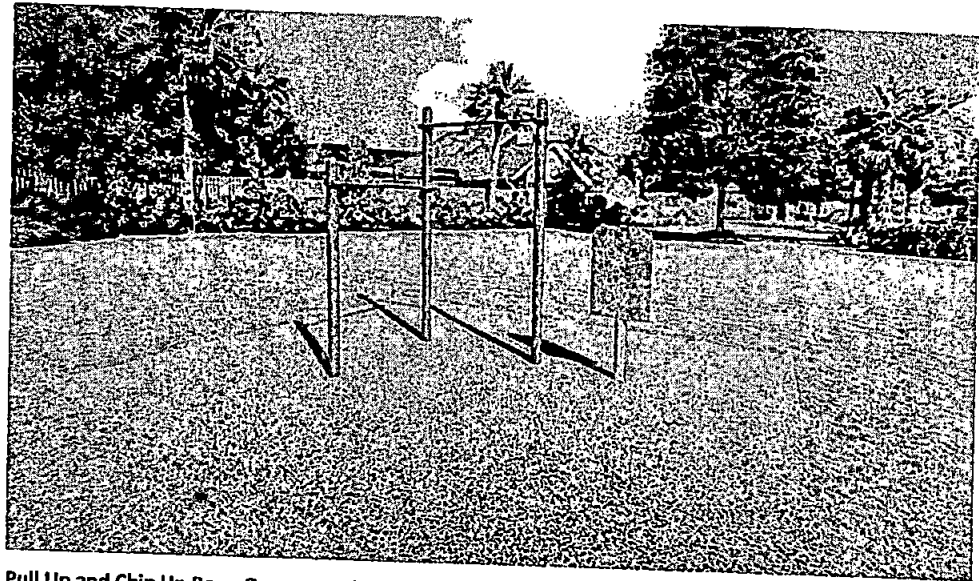
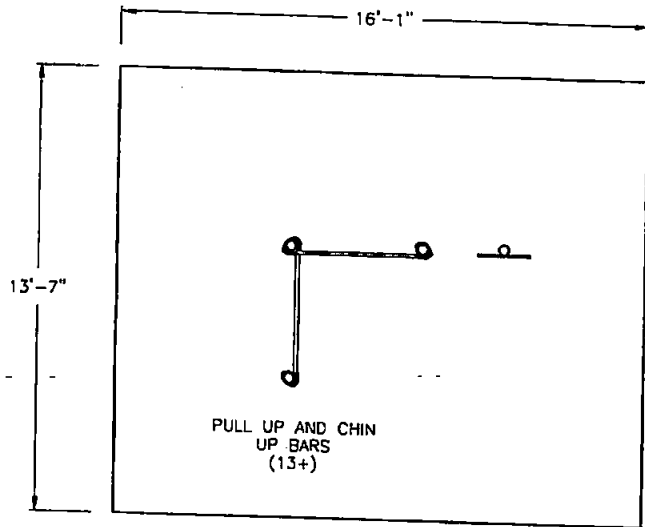
Equipment Age Range: 13+  
Critical Fall Height: 3'-6"

	The above layout:
✓	COMPLIES TO ASTM
✓	COMPLIES TO CPSC
✓	COMPLIES TO ADA

Space Required: 10'-10" x 20'-6"  
Surfacing Area: 223 s.f.  
Surfacing Material: PIP  
Surfacing Depth Required: 2"  
Border Info: N/A

Parallel Bars
Sheet Number
<b>6</b>

Drawn By: S. Nance  
Date: 8/4/2020  
Revision:  
Scale: 3/16" = 1'-0"  
Drawing scaling possible only when in 8.5" x 11" format



Pull Up and Chin Up Bars: Green - Sign Post: Iced Coffee - Sign HDPE: Green

Rock Springs Farm

Signature: \_\_\_\_\_

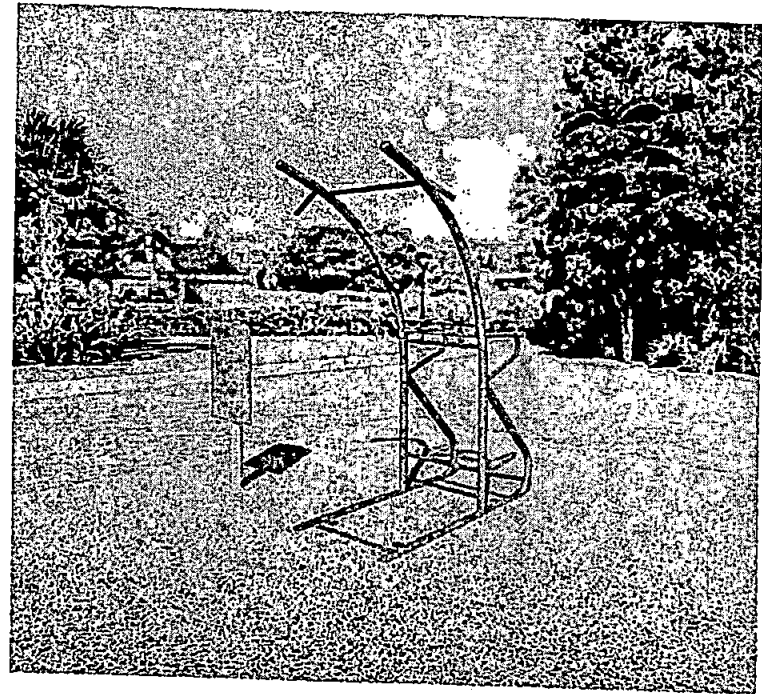
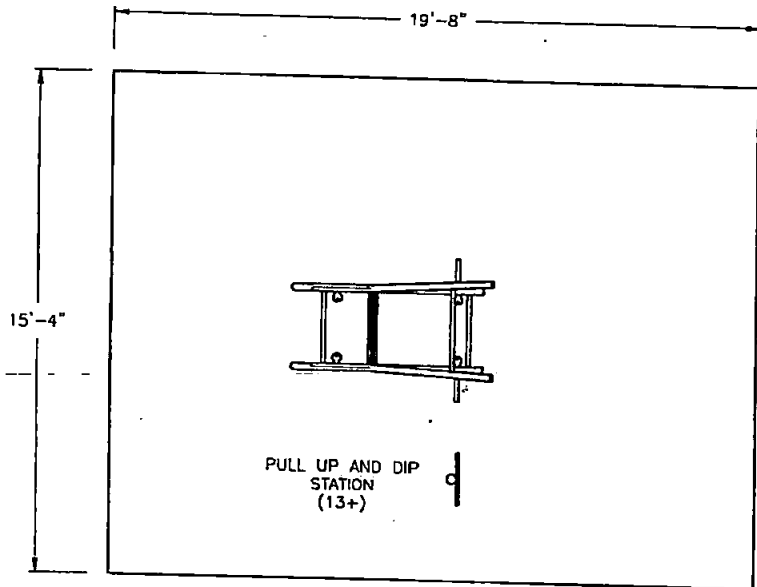
Equipment Age Range: 13+  
Critical Fall Height: 7'

	The above layout:
✓	COMPLIES TO ASTM
✓	COMPLIES TO CPSC
✓	COMPLIES TO ADA

Space Required: 13'-7" x 16'-1"  
Surfacing Area: 220 s.f.  
Surfacing Material: PIP  
Surfacing Depth Required: 3.5"  
Border Info: N/A

Pull Up and Chin Up Bars
Sheet Number
<b>7</b>

Drawn By: S. Nance  
Date: 8/4/2020  
Revision:  
Scale: 3/16" = 1'-0"  
Drawing scaling possible only when in 8.5" x 11" format



Pull Up and Dip Station: Green - Sign Post: Iced Coffee - Sign HDPE: Green

## Rock Springs Farm

Signature: \_\_\_\_\_

Equipment Age Range: 13+  
Critical Fall Height: 7'-2"

	The above layout:
✓	COMPLIES TO ASTM
✓	COMPLIES TO CPSC
✓	COMPLIES TO ADA

Space Required: 15'-4" x 19'-8"  
Surfacing Area: 302 s.f.  
Surfacing Material: PIP  
Surfacing Depth Required: 3.5"  
Border Info: N/A

Pull Up and Dip Station

Sheet Number

8

Drawn By: S. Nance  
Date: 8/4/2020  
Revision:

Scale: 3/16" = 1'-0"  
Drawing scaling possible only  
when in 8.5" x 11" format

EXHIBIT "F"  
(insurance document)



3399 Peachtree Road NE, Suite 1690, Atlanta, GA 30326  
office 678-736-8720 | fax 678-736-8726

08/21/2020

Quote # 7846853-01

TO: McGinty-Gordon & Associates  
ATTN: Katie Lewis  
FROM: Matt Faust

Proposed Eff Date: 09/01/2020  
Proposed Exp Date: 09/01/2021

**INSURED:** Rock Springs Farms Homeowners Association, Inc.

We are pleased to offer the following **General Liability** Quotation:

**CARRIER:** Kinsale Insurance Company (Non-Admitted) AM Best Rating: A-IX

An order to bind must be received in writing prior to effective date of coverage. All orders must be confirmed by our Binder for coverage to be effective.

M&D Premium	\$	8,597.00	
Company Fee	\$	200.00	Fully retained at inception
Broker Fee	\$	500.00	Fully retained at inception
GA State Tax	\$	371.88	
<b>Total Gross Amount</b>	<b>\$</b>	<b>9,668.88</b>	

**COMMISSION:** 10.00% Balance due in 25 Days

**25.0% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.**  
Fees are 100% Fully Earned. 100% fully earned premiums must be disclosed to finance companies as fully earned.

We cannot bind without an application signed by the Insured, and as applicable, the signed TRIA.

This Quotation is valid for 30 days, or until Inception of coverage, whichever is sooner.

"This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5."  
Davis D Moore 609745

**For Non-Admitted Risks:** In order to comply with Surplus Line Regulations for policies with multi-state exposures, the retailer must provide WWF with the percentage of the insured's business operations and/or employees that are located in each state outside the home state, (as defined by NRRRA), prior to binding the policy. The surplus line taxes and fees are subject to change if it is determined that the premium allocations between or among states differ from any allocations that may or may not be contemplated in this quotation and/or binder.

Please review the above Quotation carefully; terms and/or conditions herein represent noteworthy highlights but may not serve as a complete itemization of conditions contained within the policy and may differ from those requested in your submission. In addition to the mentioned exclusions, the policy contains other standard exclusions; specimen policies are available upon request. Terms herein are summarized for use by a licensed broker and should not be submitted in this format to the applicant. Please call with any questions.

# Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)  
Financial Size Category: IX

Worldwide Facilities, Inc. - Atlanta, GA - Matt Faust

## QUOTE

RE: Rock Springs Farms Homeowners Association, Inc. -  
PO Box 22547  
Saint Simons Island, GA 31522

Submission #:02149686  
Quote Letter #:07010104

Company: Kinsale Insurance Company  
Coverage Form: Commercial General Liability - Products/Completed  
Operations Excluded - Occurrence

Policy Term: 09/01/2020 - 09/01/2021  
Retro Date: n/a

Description Of Operations: Homeowners Association Under Development - Excluding construction

We are pleased to offer the following quote. This quote is valid until 09/01/2020 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. THIS IS NOT A BINDER OF INSURANCE.

### Limits:

Each Occurrence Limit	\$1,000,000
Damages to Premises Rented to You Limit	\$100,000
Medical Expense Limit	Excluded
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations Aggregate Limit	Excluded

### Deductible:

Per Claim	\$2,500
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\*\* Deductibles apply to all coverages, damages, and expenses.

### Sublimits:

Assault & Battery - Defense Within - GL	\$50,000 / \$50,000
---	---------------------

### Basis of Premium

Class Description	Exposure Base	Exposure Units	Rate
Homeowner Associations	per Unit	182	47.2363

### Locations

1. 7085 US Hwy 1 South, Saint Augustine, FL 32086

Estimated Policy Premium	\$8,597
--------------------------	---------

Company Fees	\$200
<b>Total Due At Binding</b>	<b>\$8,797</b>
Minimum Earned Premium At Binding	25.00%
<p>Company Fees are fully earned.</p> <p>Premium is 100.00% minimum and deposit.</p> <p>Taxes, fees and surcharges are the responsibility of the broker.</p>	

**Contingencies:**

This Quote is subject to our receipt and acceptance of the following items:

- 1) 5 years of loss runs required, valued within 60 days of inception. Any adverse loss activity not currently reported to us, including increases in prior loss reserves or payments, may affect our pricing, terms, and/or acceptability of this risk.
- 2) Subject to currently signed, dated and completed Habitational supplemental application - Kinsale or other's application accepted.

**Comments:**

**Exclusions and Endorsements:**

- CAS1000-0618 - Commercial General Liability Declarations
- ADF9013-0419 - Notice - Where To Report A Claim
- ADF4001-0110 - Schedule of Forms
- CG0001-0413 - Commercial General Liability Coverage Form
- CAS2004-0110 - Deductible Endorsement
- CAS2007-0220 - Common Conditions - Casualty
- CAS2042-0418 - Limitation of Coverage A and Coverage C to Designated Location(s) or Project(s) or Event(s)
- CAS2044-0220 - Limitation of Coverage B to Designated Location(s) or Project(s) or Event(s)
- CG2139-1093 - Contractual Liability Limitation
- ADF4002-0817 - Basis of Premium
- CAS4018-0411 - Minimum Policy Premium
- CAS4029-1212 - Amendment - Premium Audit Conditions
- CAS4037-0320 - Amended Limit of Insurance - Assault and Battery - Supplementary Payments Inside Sublimits
- ADF3003-0519 - Exclusion - Absolute Pollution and Pollution Related Liability
- ADF3010-0110 - Exclusion- Nuclear, Biological or Chemical Materials
- ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism
- CAS3009-0110 - Exclusion-Medical Payments
- CAS3011-0220 - Exclusion - New Entities (Commercial General Liability)
- CAS3013-0110 - Exclusion-Subsidence
- CAS3017-0110 - Exclusion- Absolute Auto, Aircraft and Watercraft
- CAS3040-0320 - Exclusion - Employer's Liability
- CAS3043-0817 - Additional Policy Exclusions
- CAS3045-0110 - Exclusion- Water Hazard
- CAS3056-1118 - Exclusion - All Construction
- CAS3060-0110 - Exclusion-Injury to Independent Contractors
- CAS3086-0110 - Exclusion- Water Related Bodily Injury & Property Damage
- CAS3098-0110 - Exclusion- Named Insured vs. Named Insured

CAS3103-0718 - Exclusions - Eviction and Failure to Maintain  
CAS3105-0718 - Absolute Exclusion - Motorized Vehicles  
CAS3108-0420 - Amended Exclusion - Recording and Distribution of Material or Information- General Liability  
CAS3124-0616 - Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information  
CAS3140-0320 - Exclusion - Pathogen and Related Hazards  
CG2104-1185 - Exclusion- Products/Completed Operations Hazard  
CAS5016-0420 - Additional Insured As Required By Written Contract - Mortgagee, Assignee, or Receiver  
CAS5017-0420 - Additional Insured As Required By Written Contract - Managers or Lessors of Premises  
CG2012-1219 - Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations  
ADF9010-0115 - Notice of Terrorism Insurance Coverage  
IL0021-0908 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)  
IL0985-0115 - Disclosure Pursuant to Terrorism Risk Insurance Act  
ADF9023-0812 - Florida Changes - Cancellation and Non-Renewal  
ADF9004-0110 - Signature Endorsement  
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us. Once bound, coverage may not be cancelled flat and the minimum earned premium will apply.

**Kinsale Insurance Company**  
**P. O. Box 17008**  
**Richmond, VA 23226**  
**(804) 289-1300**  
**[www.kinsaleins.com](http://www.kinsaleins.com)**

## NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), the Company must make available insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. This policy includes such coverage for damages arising out of certified acts of terrorism and is limited by the terms, conditions, exclusions, limits, other provisions of the coverage quote or renewal application/questionnaire to which this offer is attached and by the policy, any endorsements to the policy and generally applicable rules of law.

The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.**

**NO PREMIUM IS CHARGED FOR THIS COVERAGE NOR IS ANY CHARGE MADE FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

**YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED "ACTS OF TERRORISM" WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.**

**COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN "ACTS OF TERRORISM".**

Exhibit "B" to Resolution

Prepared by/Return to:  
Lawrence V. Ansbacher, Esquire  
Ansbacher & Schneider, P. A.  
5150 Belfort Road, Bldg. 100  
Jacksonville, FL 32256

DEED OF DEDICATION

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, between ROCK SPRINGS FARMS LLC, a Florida limited liability company, whose address is P. O. Box 22547, St. Simons Island, GA 31522 ("Grantor") and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, FL 32084 ("Grantee").

WITNESSETH: that for and in consideration of the acceptance of this Deed of Dedication by Grantee, Grantor does hereby give, grant, dedicate and convey to Grantee, its successors and assigns, the following described land, situate in St. Johns County, Florida, to wit:

Tracts C, J, K, N, and V, as shown on Plat of Rock Springs Farms, recorded in Plat Book 104, pages 61-67, of the public records of St. Johns County, Florida (the "Property").

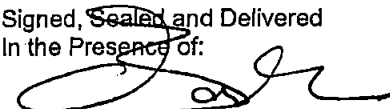
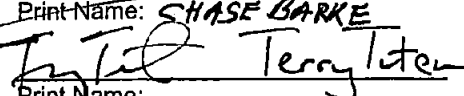
TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, in fee simple.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to convey the Property, that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, its successors and assigns, and not otherwise; and that the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2020, and those easements, restrictions and reservations of record, if any, but this instrument shall not operate to reimpose same.

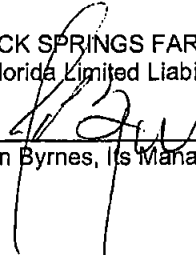
All signatures appear on following page(s).

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of:

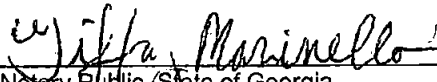
  
Print Name: CHASE BARKE  
  
Print Name: Terry Luten

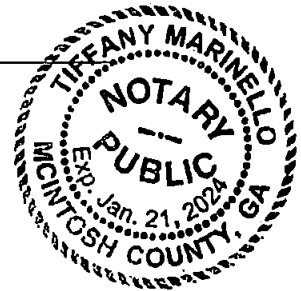
ROCK SPRINGS FARMS LLC,  
A Florida Limited Liability Company

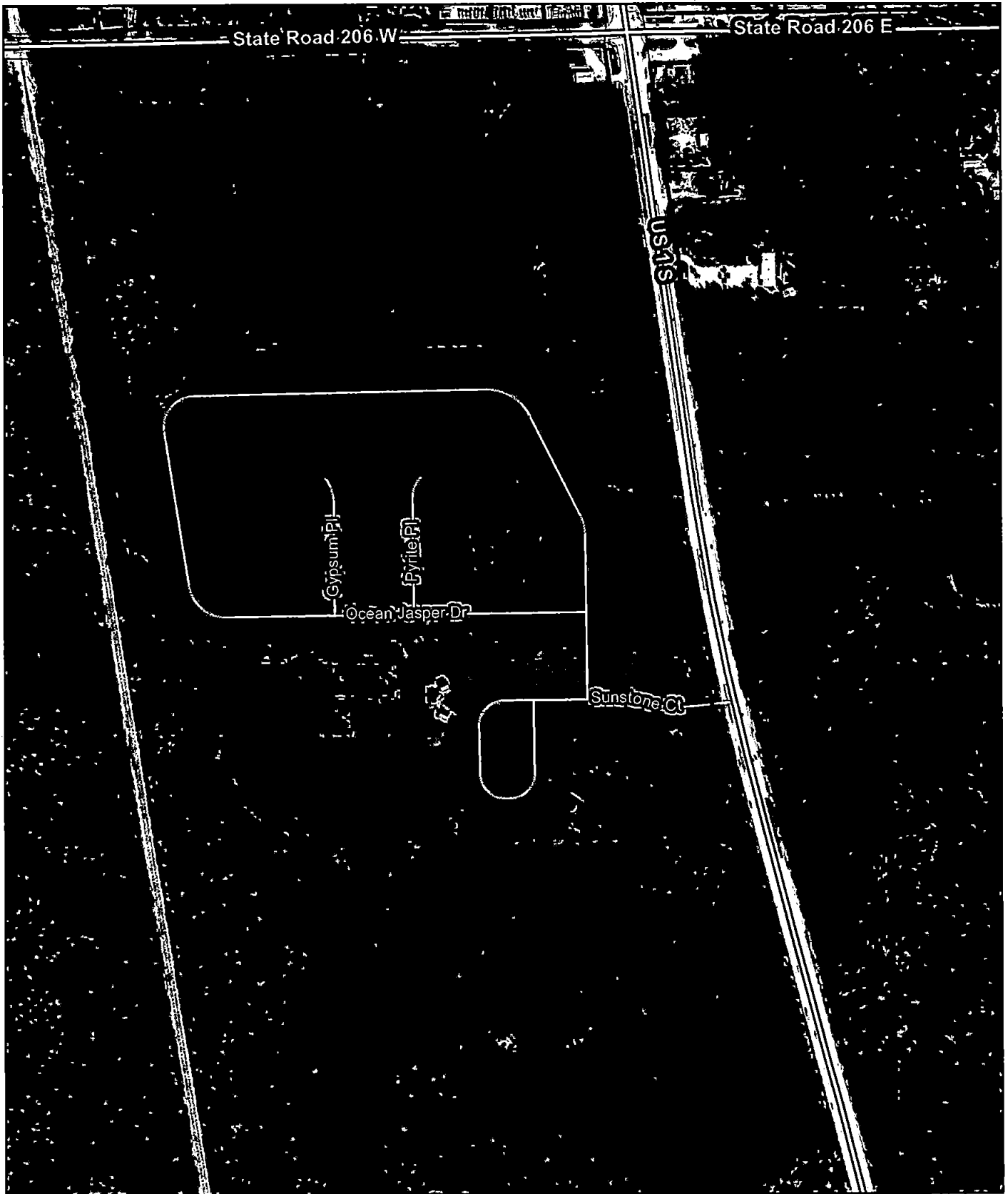
By:   
John Byrnes, Its Manager

STATE OF GEORGIA  
COUNTY OF Glenn

The foregoing instrument was acknowledged before me this 12 day of Dec, 2020 by means of ( ) physical presence or ( ) remote notarization by John Byrnes, as Manager of Rock Springs Farms LLC, a Florida limited liability company, on behalf of such company. He  is personally known to me or ( ) produced \_\_\_\_\_ ( \_\_\_\_\_ Driver's License) as identification

  
Notary Public, State of Georgia  
My Commission Expires:





2019 Aerial Imagery



**Rock Springs Farms  
Tracts C, J, K, N and V  
Public/Recreation Areas**

Land Mgmt. Systems  
Real Estate Division  
209-0796

Disclaimer  
This map is for reference use only.  
Data provided are derived from multiple  
sources with varying levels of accuracy.  
The St. Johns County Real Estate Division  
disclaims all responsibility for the accuracy  
or completeness of the data shown herein.





