

RESOLUTION NO. 2021- 201

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, THREE EASEMENTS FOR UTILITIES, AND A BILL OF SALE ASSOCIATED WITH THE OFFSITE WATER MAIN TO SERVE ENTRADA LOCATED OFF STATE ROAD 207.

RECITALS

WHEREAS, Dirt REGR LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the offsite water main to serve Entrada located off State Road 207, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, St. Augustine Country Club, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the offsite water main to serve Entrada located off State Road 207, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, St. Augustine Land Holdings, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities associated with the offsite water main to serve Entrada located off State Road 207, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, Entrada Community Development District has executed and presented to the County a Bill of Sale and Schedule of Values conveying all personal property associated with the offsite water main to serve Entrada located off State Road 207, attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, Earthworks of Florida, LLC, a Florida limited liability company, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Entrada, attached hereto as Exhibits "E" and "F", incorporated by reference and made a part hereof; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "G," incorporated by reference and made a part hereof.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

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

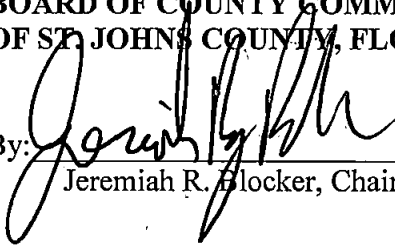
Section 2. The above described Easements for Utilities, Bill of Sale and Schedule of Values, Final Release of Lien and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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

Section 4. The Clerk of the Circuit Court is instructed to record the original Easements for Utilities and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 18 day of May, 2021.

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

By: 
Jeremiah R. Blocker, Chair

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

RENDITION DATE 5/20/21

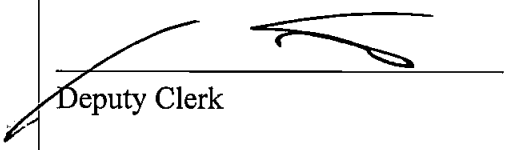

Deputy Clerk



Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 15 day of FEBRUARY, 2021 by DIRT REGR LLC, a Florida limited liability company, with an address of 932 Fiddlers Creek Road, Ponte Vedra Beach, Fl. 32082, hereinafter called "Grantor", to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water services only and does not convey any right to install other utilities including, but not limited to, cable television service lines or sewer lines.

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

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

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do



not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

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

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

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

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

3 After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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

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



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

Signed, sealed and delivered in the presence of:

GRANTOR:

Witnesses:

Taylor Koilker
Printed Name: Taylor Koilker

Lisa A Berndt
Printed Name: Lisa A Berndt

DIRT REGR, LLC, a Florida limited liability company

By: Bart A. Walchle
Name: Bart A. Walchle
Its: Manager

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of February, 2021, by Bart A. Walchle, as Manager of DIRT REGR, LLC, on behalf of the company



Yasmin Wardie Adamy
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG083799
Expires 3/15/2021

Yasmin Wardie Adamy
Notary Public, State of Florida at Large

Print Name: Yasmin Wardie Adamy
Commission # GG083799

My Commission Expires: 03/15/2021

He/she is: [check one]:
Personally known _____
OR Produced I.D. X

Type of Identification Produced
Florida Drivers License

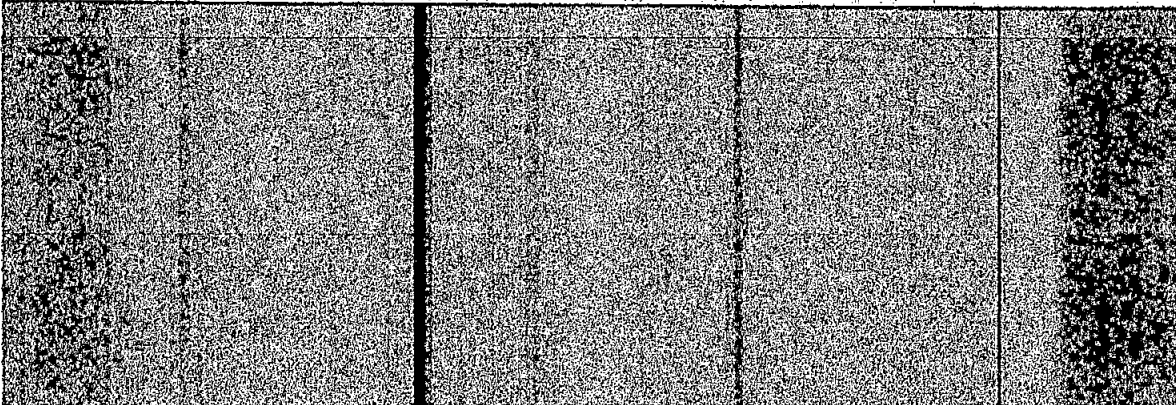


Exhibit "A"
Easement Area

MAP SHOWING SKETCH AND DESCRIPTION OF

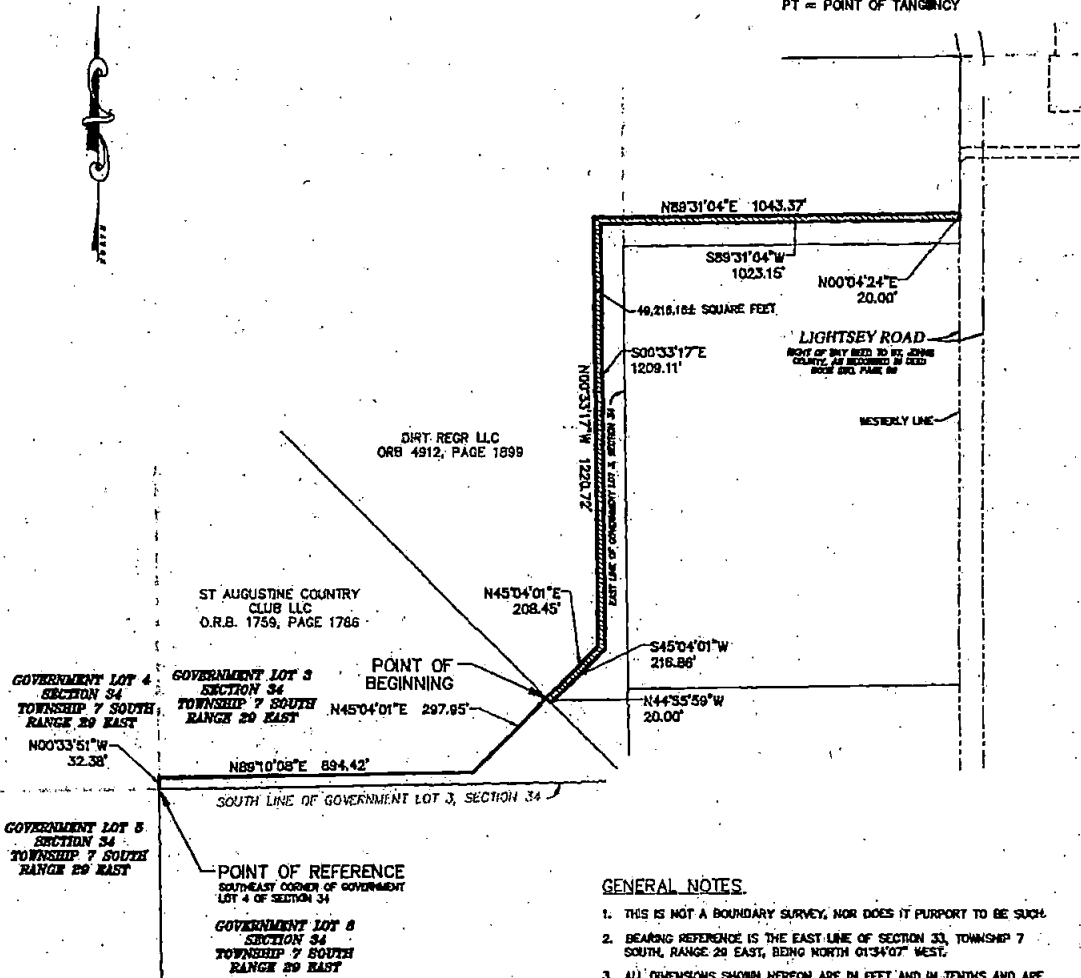
A PORTION OF GOVERNMENT LOT 2 AND GOVERNMENT LOT 3, BOTH OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, OF SAID SECTION 34, TOWNSHIP 7 SOUTH, RANGE 29 EAST, THENCE NORTH 00°33'51" WEST, ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 32.38 FEET; THENCE NORTH 89°10'08" EAST, DEPARTING SAID EASTERLY LINE, 894.82 FEET; THENCE NORTH 45°04'01" EAST, 297.95 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45°04'01" EAST, 208.45 FEET; THENCE NORTH 00°33'17" WEST, 1209.11 FEET; THENCE NORTH 89°31'04" EAST, 1043.37 FEET TO A POINT LYING ON THE EASTERLY LINE OF GOVERNMENT LOT 2, SAID SECTION 34; THENCE SOUTH 00°04'24" WEST, ALONG SAID EASTERLY LINE, 20.00 FEET; THENCE SOUTH 89°31'04" WEST, DEPARTING SAID EASTERLY LINE, 1023.15 FEET; THENCE SOUTH 00°33'17" EAST, 1209.11 FEET; THENCE SOUTH 45°04'01" WEST, 216.86 FEET; THENCE NORTH 44°55'59" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 46,216.61 SQUARE FEET, MORE OR LESS.

ABBREVIATIONS

O.R.B. = OFFICIAL RECORDS BOOK
O.R.V. = OFFICIAL RECORDS VOLUME
P.B. = PLAT BOOK
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVE
POC = POINT ON A CURVE
PRC = POINT OF REVERSE CURVE
PT = POINT OF TANGENCY

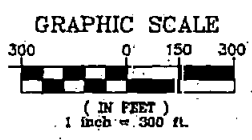


GENERAL NOTES.

1. THIS IS NOT A BOUNDARY SURVEY, NOR DOES IT PURPORT TO BE SUCH.
2. BEARING REFERENCE IS THE EAST LINE OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BEING NORTH 01°34'07" WEST.
3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT.
4. THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF TITLE COMMITMENT.
5. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCUMBRANCES EXCEPT AS SHOWN AND THAT THE SURVEY ACCURACIES MEET THE STANDARDS OF PRACTICE AND PRECISION OF THE FLORIDA BOARD OF PROFESSIONAL SURVEYING AND MAPPING, PURSUANT TO CHAPTER 463-17, F.S. (CIVIL RIGHTS ADMINISTRATIVE CODES).

KAREN E. STONESTRIFE, M.F.S.
Florida Board of Professional Surveying and Mapping, No. 7285
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PAPER SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING ENGINEER.



ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY: **TW** DATE: **N/A** FIELD BOOK & PAGE: **N/A** JOB NO.: **190904**

Exhibit "B" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 15 day of FEBRUARY, 2021 by ST. AUGUSTINE COUNTRY CLUB, LLC, a Florida limited liability company, with an address of 932 Fiddlers Creek Road, Ponte Vedra Beach, FL 32082, hereinafter called "Grantor", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter called "Grantee":

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water services only and does not convey any right to install other utilities including, but not limited to, cable television service lines or sewer lines.

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

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

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do



not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

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

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

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

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

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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

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



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

Signed, sealed and delivered in the presence of:

GRANTOR:

Witnesses:

T. Kooiker
Printed Name: Taylor Kooiker


Lisa A Berndt
Printed Name: Lisa A Berndt

ST. AUGUSTINE COUNTRY CLUB, LLC, a Florida limited liability company

By: [Signature]
Name: Bart A. Walchle
Its: Manager

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of February, 2021, by Bart A. Walchle, as Manager of ST. AUGUSTINE COUNTRY CLUB, LLC, on behalf of the company.

 Yasmin Wardie Adomy
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG083799
Expires 3/15/2021

Yasmin Wardie Adomy
Notary Public, State of Florida at Large
Print Name: Yasmin Wardie Adomy
Commission # GG083799
My Commission Expires: 03/15/2021
He/she is: [check one]:
 Personally known
 OR Produced I.D. FL Drivers License
Type of Identification Produced: FL Drivers License



Exhibit "A"

Easement Area

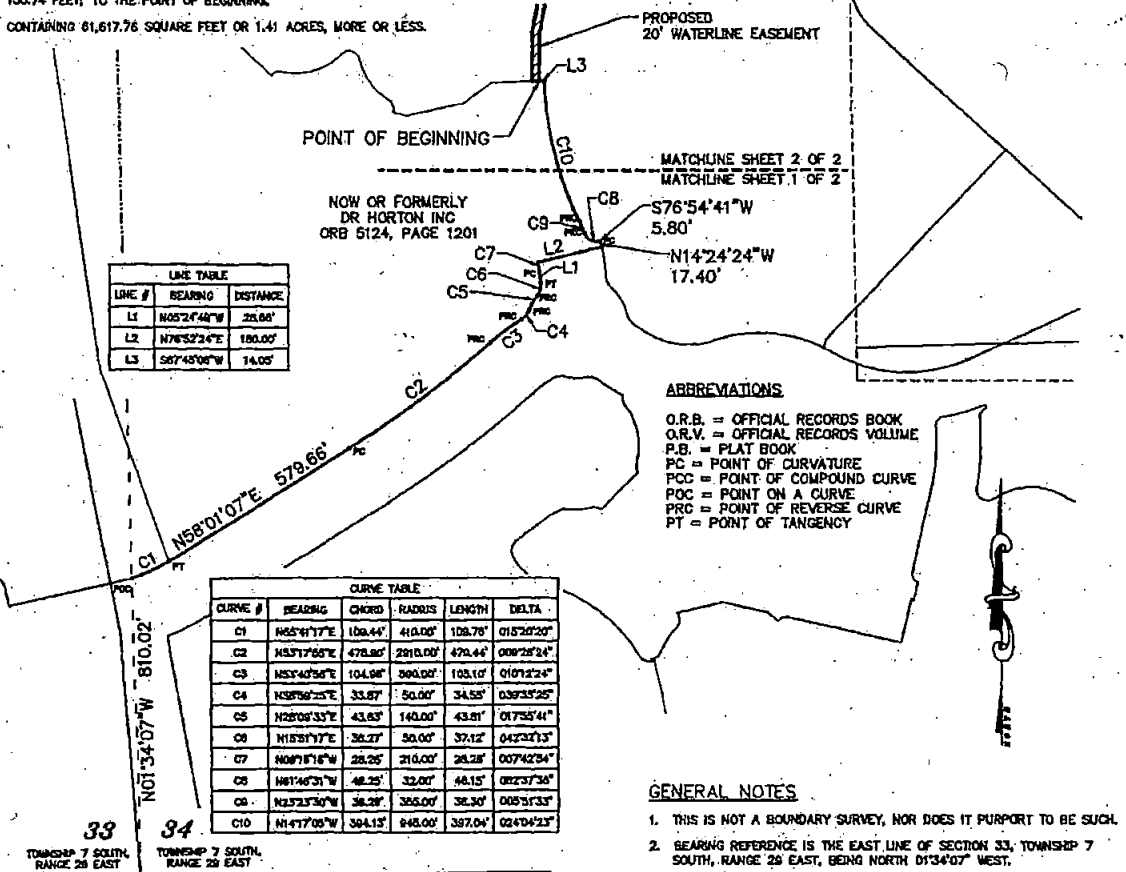
MAP SHOWING SKETCH AND DESCRIPTION OF

A PORTION OF GOVERNMENT LOT 3, GOVERNMENT LOT 4 AND GOVERNMENT LOT 5, ALL OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE CORNER COMMON TO SECTION 3 AND SECTION 4, TOWNSHIP 8 SOUTH, RANGE 29 EAST, AND SECTION 33 AND SECTION 34, TOWNSHIP 7 SOUTH, RANGE 29 EAST, THENCE NORTH 01°34'07" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 33, A DISTANCE OF 810.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 410.00 FEET, THENCE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 108.78 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°41'17" EAST, 109.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58°01'07" EAST, 579.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 2810.00 FEET, THENCE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 479.44 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°17'55" EAST, 478.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 50.00 FEET, THENCE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 105.10 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°40'56" EAST, 104.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 50.00 FEET, THENCE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 34.55 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°53'25" EAST, 33.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 140.00 FEET, THENCE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 43.81 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°09'33" EAST, 43.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 50.00 FEET, THENCE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 37.12 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°31'17" EAST, 36.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 05°24'49" WEST, 28.66 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, AND HAVING A RADIUS OF 210.00 FEET, THENCE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 28.28 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°16'18" WEST, 28.28 FEET; THENCE NORTH 70°52'24" EAST, 180.00 FEET, THENCE NORTH 14°24'24" WEST, A DISTANCE OF 17.40 FEET; THENCE SOUTH 76°54'41" WEST, A DISTANCE OF 5.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 32.00 FEET, THENCE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 48.15 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°45'31" WEST, 42.25 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, AND HAVING A RADIUS OF 350.00 FEET, THENCE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 36.30 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°23'30" WEST, 36.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, AND HAVING A RADIUS OF 645.00 FEET; THENCE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 397.04 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°17'05" WEST, 394.13 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 87°45'06" WEST, A DISTANCE OF 14.05 FEET TO A POINT ON A SOUTHERN LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1866 PAGE 1303, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 87°45'06" WEST, 20.02 FEET; THENCE NORTH 00°25'50" EAST, 133.47 FEET; THENCE NORTH 10°40'50" EAST, 194.04 FEET; THENCE NORTH 21°55'50" EAST, 203.59 FEET TO A POINT LYING ON THE SOUTHERN LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1759 PAGE 1798; THENCE NORTH 21°55'50" EAST, DEPARTING SAID NORTHERLY LINE, 44.21 FEET; THENCE NORTH 10°40'50" EAST, 139.14 FEET; THENCE NORTH 00°42'28" WEST, 161.30 FEET; THENCE NORTH 01°50'56" EAST, 91.65 FEET; THENCE NORTH 00°34'10" WEST, 82.80 FEET; THENCE NORTH 88°10'08" EAST, 827.30 FEET; THENCE NORTH 45°04'01" EAST, 297.85 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 44°55'58" EAST, ALONG SAID EASTERLY LINE, 20.00 FEET; THENCE SOUTH 45°04'01" WEST, DEPARTING SAID EASTERLY LINE, 306.06 FEET; THENCE SOUTH 89°10'00" WEST, 915.49 FEET; SOUTH 00°34'10" EAST, 913.13 FEET; THENCE SOUTH 01°50'56" WEST, 91.65 FEET; THENCE SOUTH 00°42'28" EAST, 152.83 FEET; THENCE SOUTH 10°40'50" WEST, 143.11 FEET; THENCE SOUTH 21°55'50" WEST, 37.73 FEET TO A POINT LYING ON THE NORTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1866 PAGE 1303; THENCE SOUTH 21°55'50" WEST, DEPARTING SAID NORTHERLY LINE, 210.07 FEET; SOUTH 10°40'50" WEST, 180.28 FEET; THENCE SOUTH 00°25'50" WEST, 130.74 FEET; TO THE POINT OF BEGINNING.

CONTAINING 81,617.76 SQUARE FEET OR 1.41 ACRES, MORE OR LESS.



LINE #	BEARING	DISTANCE
L1	N05°24'48"W	28.66'
L2	N70°52'24"E	180.00'
L3	S87°45'06"W	14.05'

ABBREVIATIONS

- O.R.B. = OFFICIAL RECORDS BOOK
- O.R.V. = OFFICIAL RECORDS VOLUME
- P.B. = PLAT BOOK
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVE
- POC = POINT ON A CURVE
- PRC = POINT OF REVERSE CURVE
- PT = POINT OF TANGENCY

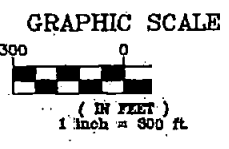
CURVE #	BEARING	CHORD	RADIUS	LENGTH	DELTA
C1	N58°01'07"E	108.44'	410.00'	108.78'	015°20'20"
C2	N33°17'55"E	478.90'	2810.00'	479.44'	009°28'24"
C3	N33°40'56"E	104.98'	50.00'	105.10'	010°12'24"
C4	N36°53'25"E	33.67'	50.00'	34.55'	030°33'25"
C5	N28°09'33"E	43.63'	140.00'	43.81'	017°55'41"
C6	N15°31'17"E	36.27'	50.00'	37.12'	042°23'13"
C7	N09°16'18"W	28.28'	210.00'	28.28'	007°42'54"
C8	N14°17'05"W	48.15'	32.00'	48.15'	082°37'36"
C9	N23°23'30"W	36.28'	350.00'	36.30'	005°31'33"
C10	N10°40'50"W	394.13'	645.00'	397.04'	024°04'23"

GENERAL NOTES

1. THIS IS NOT A BOUNDARY SURVEY, NOR DOES IT PURPORT TO BE SUCH.
2. BEARING REFERENCE IS THE EAST LINE OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BEING NORTH 01°34'07" WEST.
3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT.
4. THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF TITLE COMMITMENT.
5. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. SEE SHEET 2 OF 2 FOR CONTINUATION OF MAP.

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCUMBRANCES EXCEPT AS SHOWN AND THAT THE SURVEY ACCURACIES MEET THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 175, ARTICLE 10, FLORIDA ADMINISTRATIVE CODES.

KAREN E. STONESTRATE, M.F.S. 7285
 Florida State Board of Professional Surveyors and Mappers
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PLAT SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



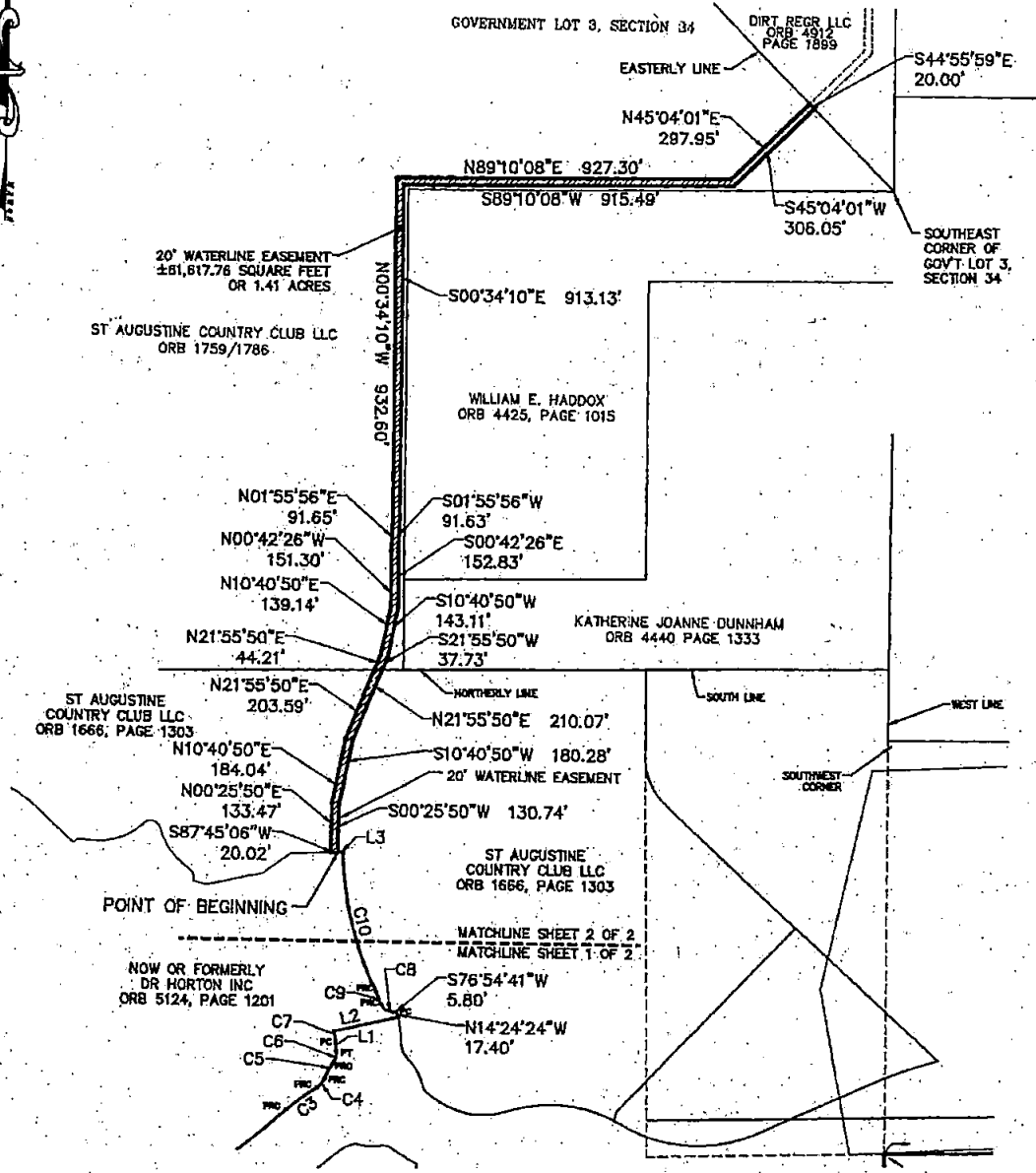
CERTIFIED TO:
 ST. AUGUSTINE COUNTRY CLUB, L.L.C. SHEET 1 OF 2

ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE,
 JACKSONVILLE, FLORIDA 32210
 PHONE: 904/384-8377
 LICENSED BUSINESS NO. 6487

DRAWN BY: TW DATE: N/A FIELD BOOK & PAGE: N/A JOB NO.: 180904

FOR DESCRIPTION, GENERAL NOTES
AND SURVEYOR'S SIGNATURE
SEE SHEET 1 OF 2



ABBREVIATIONS

- O.R.B. = OFFICIAL RECORDS BOOK
- O.R.V. = OFFICIAL RECORDS VOLUME
- P.B. = PLAT BOOK
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVE
- POC = POINT ON A CURVE
- PRC = POINT OF REVERSE CURVE
- PT = POINT OF TANGENCY

GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.

SHEET 2 OF 2

ARC SURVEYING & MAPPING, INC.
5302 SAN JUAN AVENUE
JACKSONVILLE, FLORIDA 32210
PHONE: 904/364-3377
LICENSED BUSINESS NO. 6487

DRAWN BY: TW	DATE: N/A	FIELD BOOK & PAGE: N/A	JOB NO.: 190804
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Exhibit "C" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4 day of February, 2021 by St. Augustine Land Holdings, LLC, with an address of 22700 Royalton Rd., Strongsville, Ohio 44149, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

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

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

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do

not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

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

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

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

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

3 After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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

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

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

Signed, sealed and delivered
In the presence of:

ST. AUGUSTINE LAND HOLDINGS, LLC,

Melissa Johnson
Witness

By: _____
Its: CEO

Melissa Johnson
Print Name

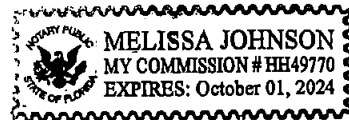
Witness
Shawn Williams
Print Name

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of February, 2021, by Rich Pezzitello as CEO for ST. AUGUSTINE LAND HOLDINGS, LLC,

Melissa Johnson
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced





BILL OF SALE
UTILITY IMPROVEMENTS
for
Entrada Offsite Watermain

Entrada Community Development District, 2806 North Fifth Street, Unit 403 St. Augustine, Florida 32084, (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR ENTRADA OFFSITE WATERMAIN"

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

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 24 of Feb. 21.

WITNESS:

OWNER:

[Signature]

[Signature]

Witness Signature

Owner's Signature

JOE WALTER

Robert S. Porter, Chairman

Print Witness Name

Print Owner's Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS COUNTY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of Feb, 2021, by Robert S Porter as Chairman for Entrada Community Development District.

[Signature]
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



DEBORAH E. MCCLURE
Commission # GG 967814
Expires July 10, 2024
Bonded Thru Budget Notary Services

Exhibit "A" to Bill of Sale



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: ENTRADA Phase 1 Unit 1 OFFSITE WATER MAIN
 Contractor: EARTHWORKS OF FLORIDA, LLC
 Developer: DR HORTON, INC. - JACKSONVILLE

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
12" DR18 PVC	LF	11450	\$ 65.82	\$ 753,639.00
6" DR18 PVC	LF	20	\$ 33.25	\$ 665.00
12" FUSABLE PVC	LF	90	\$ 69.83	\$ 6,284.70
16" DR11 HDPE	LF	400	\$ 138.35	\$ 55,340.00
24" STEEL CASING JACK-N-BORE	LF	120	\$ 1,612.98	\$ 193,557.60
12" DI CARRIER PIPE	LF	120	\$ 52.59	\$ 6,310.80
Water Valves (Size and Type)				
12" VALVE	Ea	26	\$ 4,082.00	\$ 106,132.00
10" VALVE	Ea	1	\$ 2,239.09	\$ 2,239.09
8" VALVE	Ea	1	\$ 1,742.50	\$ 1,742.50
6" VALVE	Ea	8	\$ 1,030.21	\$ 8,241.68
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
FIRE HYDRANT	Ea	7	\$ 4,966.86	\$ 34,768.02
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost			\$	1,168,920.39

Exhibit "E" to Resolution



FINAL RELEASE OF LIEN

UTILITY IMPROVEMENTS

The undersigned lienor, in consideration of the sum \$1,168,920.39 hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 2/15/2021 to D.R. Horton, Inc. - Jacksonville to the following described property:

“SEE EXHIBIT A SCHEDULE OF VALUES FOR ENTRADA OFFSITE WATER MAIN”

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

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 15th of February, 2021.

WITNESS:

Joanna Young
Witness Signature

Joanna Young
Print Witness Name

OWNER:

Jeffrey T. Cook
Lienor's Signature

Jeffrey T. Cook
Print Lienor's Name

STATE OF FLORIDA
COUNTY OF BAKER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of February, 2021, by Jeffrey T. Cook as Managing Member for Earthworks of Florida, LLC.

Robin L. Smith
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



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

Exhibit "A" to Final Release of Lien



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	ENTRADA Phase 1 Unit 1 OFFSITE WATER MAIN
Contractor:	EARTHWORKS OF FLORIDA, LLC
Developer:	DR HORTON, INC. - JACKSONVILLE

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
12" DR18 PVC	LF	11450	\$ 65.82	\$ 753,639.00
6" DR18 PVC	LF	20	\$ 33.25	\$ 665.00
12" FUSABLE PVC	LF	90	\$ 69.83	\$ 6,284.70
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8" VALVE	Ea	1	\$ 1,742.50	\$ 1,742.50
6" VALVE	Ea	8	\$ 1,030.21	\$ 8,241.68
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
FIRE HYDRANT	Ea	7	\$ 4,966.86	\$ 34,768.02
			\$ -	\$ -
			\$ -	\$ -
Sevices (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost			\$	1,168,920.39

Exhibit "F" to Resolution



WARRANTY
UTILITY IMPROVEMENTS

Date: February 15, 2021
Project Title: Entrada Offsite Water Main
St. Johns County, Florida

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

TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

Contractor:

Contractor's Signature

Jeffrey T. Cook

Print Contractor's Name

STATE OF FLORIDA
COUNTY OF BAKER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of February, 2021, by Jeffrey T. Cook as Managing Member for Earthworks of Florida, LLC

Notary Public

My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



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



St. Johns County Board of County Commissioners

Utility Department

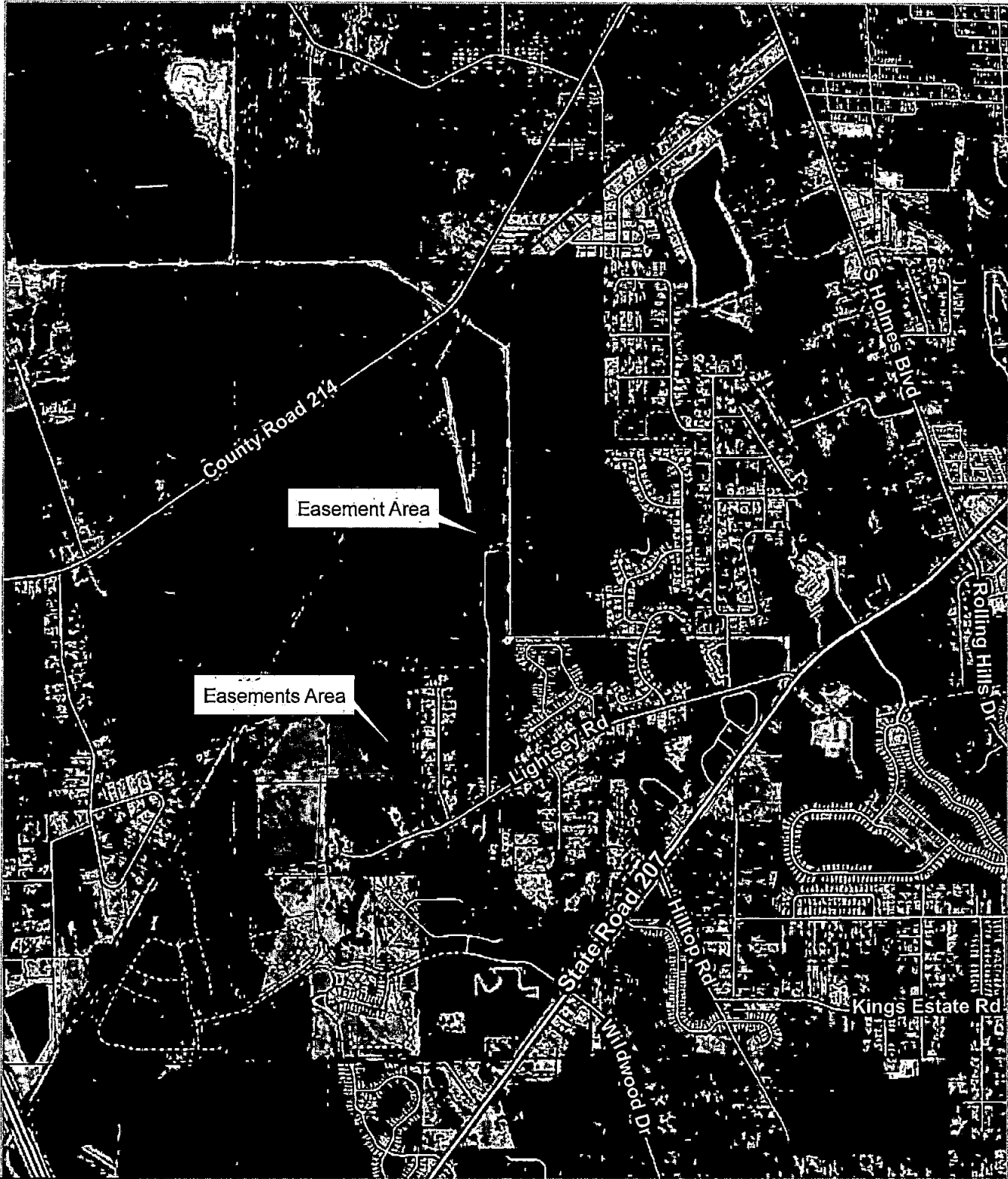
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Entrada Offsite Water Main
DATE: March 23, 2021

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Entrada Offsite Water Main.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.



2019 Aerial Imagery

0 437.5 875 1,750

Feet

Date: 4/8/2021

**Entrada
Offsite Water Main**

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

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

