RESOLUTION NO. 2016-85

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO PROVIDE WATER AND SEWER SERVICE WITHIN ARBOR MILL PHASE ONE LOCATED OFF STATE ROAD 16A AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.

RECITALS

WHEREAS, Lennar Homes, LLC, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, to provide water and sewer service within Arbor Mill Phase One located off State Road 16A; and

WHEREAS, RKS of Florida LLC, has executed a Bill of Sale and schedule of values conveying all personal property associated with the water and sewer system, attached hereto as Exhibit “B”, 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 “C,” 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 Easement for Utilities and Bill of Sale and Schedule of Values attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scriveners 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 Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this $^{th}$ day of April, 2016.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: 
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

Deputy Clerk

RENDITION DATE 4/7/16
Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 12th day of January, 2016 by Lennar Homes, LLC, with an address of 9940 Philips Highway, Suite 7, Jacksonville, FL 32256, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

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

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

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

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

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.
(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

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

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

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

(b) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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 Grantor shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent
permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee’s negligence.

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

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

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

Signed, sealed and delivered
In the presence of:

[Signature]
Witness

[Print Name]

[Signature]
Witness

[Print Name]

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 12th day of January, 2016, by [Print Name], who is personally known to me or has produced identification.

[Signature]
Notary Public
MAP SHOWING SKETCH OF

A UTILITY EASEMENT, COVERING A PORTION OF TRACT "K", (CONSERVATION/OPEN SPACE/UPLAND BUFFER), ALL AS SHOWN ON THE PLAT OF "ARBOR MILL PHASE ONE", AS RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST NORTHEASTERLY CORNER OF FORD'S AFORESAID TRACT "K", (CONSERVATION/OPEN SPACE/UPLAND BUFFER), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE EASTERLY AND THEN SOUTHERLY BOUNDARY OF THE AFORESAID PLAT OF "ARBOR MILL PHASE ONE", THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 18°01'21" WEST, A DISTANCE OF 40.35 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, SOUTH 12°00'01" WEST, A DISTANCE OF 541.70 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, SOUTH 89°01'50" WEST, A DISTANCE OF 59.58 FEET, TO A POINT ON THE WESTERLY LINE OF THAT 30 FOOT UTILITY EASEMENT, AS SHOWN ON THE PLAT OF "ARBOR MILL PHASE ONE"; RUN THENCE, ALONG THE AFORESAID WESTERLY LINE OF THAT 30 FOOT UTILITY EASEMENT, AS SHOWN ON THE PLAT OF "ARBOR MILL PHASE ONE", THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 12°18'34" EAST, A DISTANCE OF 557.72 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, NORTH 18°19'54" EAST, A DISTANCE OF 67.80 FEET, TO A POINT ON THE SOUTHERLY LINE OF LOT 59, "ARBOR MILL PHASE ONE"; RUN THENCE, NORTH 54°30'06" EAST, ALONG LAST SAID LINE, A DISTANCE OF 2.51 FEET, TO A POINT ON THE NORTHERLY BOUNDARY OF SAID TRACT "K", (CONSERVATION/OPEN SPACE/UPLAND BUFFER), AND THE SOUTHERLY BOUNDARY OF TRACT "H-2", 35' DEVELOPMENT EDGE; RUN THENCE, SOUTH 45°38'35" EAST, ALONG LAST SAID LINE, A DISTANCE OF 59.32 FEET, TO THE MOST NORTHEASTERLY CORNER OF TRACT "K", AND THE POINT OF BEGINNING.
MAP SHOWING SKETCH OF
A UTILITY EASEMENT, COVERING A PORTION OF
TRACT "K", (CONSERVATION/OPEN SPACE/UPLAND BUFFER), ALL AS SHOWN ON THE PLAT OF "ARBOR MILL PHASE ONE", AS RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHN'S COUNCIL, FLORIDA. (SEE SHEET TWO FOR LEGAL DESCRIPTION)

TRACT "H-2"
35' DEVELOPMENT EDGE
(MAY INCLUDE AVG. 25' NATURAL VEGETATIVE UPLAND BUFFER) (TP)

POINT OF BEGINNING:
MOST DISTANT POINT OF TRACT "H-2" CONSERVATION/OPEN SPACE/UPLAND BUFFER AS SHOWN ON THE PLAT OF "ARBOR MILL PHASE ONE", AS RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94

NOTED: AS THE EXACT LOCATION OF THE FORCE MARK SHOWN HEREIN, WAS OBTAINED FROM A DIGITAL FILE OF THE AS-BUILT, PREPARED BY DODD & ASSOCIATES, WHICH WAS NOT FIELD VERIFIED BY THIS FIRM.

LINE TABLE FOR UTILITY EASEMENT

<table>
<thead>
<tr>
<th>LINE No.</th>
<th>BEARING</th>
<th>DISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>S 100'7&quot; W</td>
<td>63.35'</td>
</tr>
<tr>
<td>L2</td>
<td>S 120'5&quot; W</td>
<td>541.70'</td>
</tr>
<tr>
<td>L3</td>
<td>S 89'0&quot; W</td>
<td>50.58'</td>
</tr>
<tr>
<td>L4</td>
<td>N 172'34&quot; E</td>
<td>207.72'</td>
</tr>
<tr>
<td>L5</td>
<td>N 161'54&quot; E</td>
<td>67.80'</td>
</tr>
<tr>
<td>L6</td>
<td>N 54'00&quot; E</td>
<td>2.51'</td>
</tr>
<tr>
<td>L7</td>
<td>N 62'00&quot; E</td>
<td>5.93'</td>
</tr>
</tbody>
</table>

GRAPHIC SCALE
SCALE 1" = 0'0'0"

NOTES:
1. A PLAN OF PROPERTY MAY BE DEEMED A UTILITY EASEMENT, AND IS NOTINCIDENTAL TO A LOT PARCEL. PREPARED BY DODD & ASSOCIATES.
2. SHORTHAND SYMBOLS OR NOTATION MAY BE SHOWN ON A PLAT, SUCH AS "TP", "TP" AND "TPBF".
3. POINTS OF REFERENCE ARE SHOWN ON THE PLAT, SUCH AS "TP", "TP" AND "TPBF".
4. HYDROLOGIC REGIONS AND HYDROLOGIC ZONES ARE SHOWN ON THE PLAT, SUCH AS "TP", "TP" AND "TPBF".
5. A PLAN OF PROPERTY MAY BE DEEMED A UTILITY EASEMENT, AND IS NOTINCIDENTAL TO A LOT PARCEL. PREPARED BY DODD & ASSOCIATES.
6. SHORTHAND SYMBOLS OR NOTATION MAY BE SHOWN ON A PLAT, SUCH AS "TP", "TP" AND "TPBF".
7. POINTS OF REFERENCE ARE SHOWN ON THE PLAT, SUCH AS "TP", "TP" AND "TPBF".
8. HYDROLOGIC REGIONS AND HYDROLOGIC ZONES ARE SHOWN ON THE PLAT, SUCH AS "TP", "TP" AND "TPBF".
9. A PLAN OF PROPERTY MAY BE DEEMED A UTILITY EASEMENT, AND IS NOTINCIDENTAL TO A LOT PARCEL. PREPARED BY DODD & ASSOCIATES.
10. SHORTHAND SYMBOLS OR NOTATION MAY BE SHOWN ON A PLAT, SUCH AS "TP", "TP" AND "TPBF".
11. POINTS OF REFERENCE ARE SHOWN ON THE PLAT, SUCH AS "TP", "TP" AND "TPBF".

A & J LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION No. 64
PROFESSIONAL LAND SURVEYORS
WAT LEE ROAD
JACKSONVILLE, FLORIDA 32207
NONPROFESSIONAL LAND SURVEYORS
RUSS DODD, P.E.
REGISTRATION NO. 61467-1

LEGAL DESCRIPTIONS THAT MAY BE USED IN THIS DOCUMENT:

NOTES TO THIS DOCUMENT ARE BASED ON THE LEGEND OF THE MAP. DATED APRIL 5, 1997.

SHEET ONE OF TWO SHEETS
MAP SHOWING SKETCH OF

PART "A" - 5 FOOT UTILITY EASEMENT

A 5 FOOT UTILITY EASEMENT, OVER THE SOUTHEASTERLY 5 FEET OF LOTS 60 THROUGH 67, "ARBOR MILL PHASE ONE", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID 5 FOOT UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 67, "ARBOR MILL PHASE ONE", AS SHOWN ON THE PLAT THEREOF, AND RUN THENCE, NORTH 70°08'16" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 67, (AND ALSO BEING THE SOUTHERLY LINE OF TRACT "G-1", AS SHOWN ON AFORESAID PLAT), A DISTANCE OF 5.00 FEET, TO A POINT ON THE WESTERLY LINE OF THAT 5 FOOT UTILITY EASEMENT, AS SHOWN ON THE AFORESAID PLAT OF "ARBOR MILL PHASE ONE"; RUN THENCE, ALONG LAST SAID LINE, THE FOLLOWING TWO (2) COURSES:

COURSE No. 1: RUN THENCE, SOUTH 19°51'44" WEST, A DISTANCE OF 368.64 FEET, TO A POINT;
COURSE No. 2: RUN THENCE, SOUTH 18°01'21" WEST, A DISTANCE OF 252.43 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 60, (AND ALSO BEING THE SOUTHERLY LINE OF TRACT "K", AS SHOWN ON THE AFORESAID PLAT OF "ARBOR MILL PHASE ONE"); RUN THENCE, SOUTH 45°38'35" EAST, ALONG THE AFORESAID SOUTHERLY LINE OF LOT 60, A DISTANCE OF 5.58 FEET, TO THE MOST SOUTHEASTERLY CORNER OF LOT 60, "ARBOR MILL PHASE ONE" (AND ALSO BEING THE MOST SOUTHWESTERLY CORNER OF TRACT "H-2"); RUN THENCE, ALONG THE EASTERLY LINE OF LOTS 60 THROUGH 67, (AND ALSO BEING THE WESTERLY LINE OF TRACT "H-1", THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 18°01'21" EAST, A DISTANCE OF 254.91 FEET, TO A POINT;
COURSE No. 2: RUN THENCE, NORTH 19°51'44" EAST, A DISTANCE OF 369.64 FEET, TO THE MOST NORTHEASTERLY CORNER OF SAID LOT 67, AND THE POINT OF BEGINNING.

PART "B" - 15 FOOT UTILITY EASEMENT

A 15 FOOT UTILITY EASEMENT, OVER THE NORTHWesterLY 15 FEET OF TRACT "H-2", 35 FOOT DEVELOPMENT EDGE, OF "ARBOR MILL PHASE ONE", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID 15 FOOT UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST NORTHWesterLY CORNER OF SAID TRACT "H-2", "ARBOR MILL PHASE ONE", AS SHOWN ON THE PLAT THEREOF, AND RUN THENCE, SOUTH 70°08'16" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT "H-1", (AND ALSO BEING THE SOUTHERLY LINE OF TRACT "G-1", AS SHOWN ON AFORESAID PLAT), A DISTANCE OF 15.00 FEET, TO A POINT ON THE EASTERLY LINE OF THAT 20 FOOT UTILITY EASEMENT, AS SHOWN ON THE AFORESAID PLAT OF "ARBOR MILL PHASE ONE"; RUN THENCE, ALONG LAST SAID LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 19°51'44" WEST, A DISTANCE OF 369.40 FEET, TO A POINT;
COURSE No. 2: RUN THENCE, SOUTH 18°01'21" WEST, A DISTANCE OF 262.09 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT "H-2", (AND ALSO BEING THE NORTHERLY LINE OF TRACT "K", AS SHOWN ON THE AFORESAID PLAT OF "ARBOR MILL PHASE ONE"); RUN THENCE, NORTH 45°38'35" WEST, ALONG THE AFORESAID SOUTHERLY LINE, A DISTANCE OF 16.74 FEET, TO A POINT ON THE WESTERLY LINE OF SAID TRACT "H-1"; RUN THENCE, ALONG LAST SAID LINE, (AND ALSO BEING THE EASTERLY LINE OF LOTS 60-67), THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 18°01'21" EAST, A DISTANCE OF 254.91 FEET, TO A POINT;
COURSE No. 2: RUN THENCE, NORTH 19°51'44" EAST, A DISTANCE OF 369.64 FEET, TO THE AFORESAID NORTHWEST CORNER OF TRACT "H-2", AND THE POINT OF BEGINNING.

SHEET TWO OF TWO SHEETS

NOTES:
1. DRAWING IS AN OIL OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.
2. DRAWING IS OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.
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14. DRAWING IS OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.
15. DRAWING IS OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.
16. DRAWING IS OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.
17. DRAWING IS OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.
18. DRAWING IS OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.
19. DRAWING IS OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.
20. DRAWING IS OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.

LEGEND

A. DRAWING IS OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.
B. DRAWING IS OF THE ABOVE DESCRIBED EASEMENTS, AND IS TO BE REVIEWED AND Accepted BY SHOWING PARTY AS SHOWN BY DRAWING, AS ADEQUATELY AND AS AGREED UPON BETWEEN SHOWING PARTY AND PROPERTY OWNER.

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZED LAND SURVEYOR: FL-700198
PROFESSIONAL LAND SURVEYOR: FL-700198
LUCILLE LINDSEY NORMAN
REGISTRATION NUMBER: 7240-170
7149 N. JUNIPER ROAD
JUPITER, FLORIDA 33458


JULIETTE L. NORMAN, R. A. (REGISTERED LAND SURVEYOR, FLORIDA)

CERTIFICATE NO. 4000
MAP SHOWING SKETCH OF

PART "A" – 5 FOOT UTILITY EASEMENT

A 5 FOOT UTILITY EASEMENT, OVER THE SOUTHEASTERLY 5 FEET OF LOTS 68 THROUGH 86, "ARBOR MILL PHASE ONE", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID 5 FOOT UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 86, "ARBOR MILL PHASE ONE", AS SHOWN ON THE PLAT THEREOF, AND RUN THENCE, NORTH 49°12'41" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 86, AND ALSO THE SOUTHERLY LINE OF TRACT "C", AS SHOWN ON AFORESESPlAT, A DISTANCE OF 5.35 FEET, TO A POINT ON THE WESTERLY LINE OF THAT 20 FOOT UTILITY EASEMENT, AS SHOWN ON THE AFORESESPlAT OF "ARBOR MILL PHASE ONE"; RUN THENCE, SOUTH 19°51'44" WEST, ALONG THE AFORESESPlAT WESTERLY LINE OF THAT 20 FOOT UTILITY EASEMENT, A DISTANCE OF 1,197.48 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 86, (AND ALSO THE NORTHERLY LINE OF TRACT "G-1", AS SHOWN ON THE AFORESESPlAT OF "ARBOR MILL PHASE ONE"); RUN THENCE, SOUTH 70°08'16" EAST, ALONG THE AFORESESPlAT SOUTHERLY LINE OF LOT 86, A DISTANCE OF 5.00 FEET, TO THE MOST SOUTHEASTERLY CORNER OF LOT 86, "ARBOR MILL PHASE ONE" (AND ALSO BEING THE MOST SOUTHEASTERLY CORNER OF TRACT "H-1"); RUN THENCE, NORTH 19°51'44" EAST, ALONG LAST SAID LINE, A DISTANCE OF 1,195.57 FEET, TO THE MOST NORTHEASTERLY CORNER OF SAID LOT 86, AND THE POINT OF BEGINNING.

PART "B" – 15 FOOT UTILITY EASEMENT

A 15 FOOT UTILITY EASEMENT, OVER THE NORTHEASTERLY 15 FEET OF TRACT "H-1", .35 FOOT DEVELOPMENT EDGE, OF "ARBOR MILL PHASE ONE", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID 15 FOOT UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST NORTHEASTERLY CORNER OF SAID TRACT "H-1", "ARBOR MILL PHASE ONE", AS SHOWN ON THE PLAT THEREOF, AND RUN THENCE, SOUTH 49°12'41" EAST, ALONG THE NORTHEASTERLY LINE OF SAID TRACT "H-1", (AND ALSO BEING THE SOUTHERLY LINE OF TRACT "C", AS SHOWN ON AFORESESPlAT), A DISTANCE OF 16.06 FEET, TO A POINT ON THE EASTERNLY LINE OF THAT 20 FOOT UTILITY EASEMENT, AS SHOWN ON THE AFORESESPlAT OF "ARBOR MILL PHASE ONE"; RUN THENCE, SOUTH 19°51'44" WEST, ALONG THE AFORESESPlAT EASTERLY LINE OF THAT 20 FOOT UTILITY EASEMENT, A DISTANCE OF 1,189.83 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT "H-1", (AND ALSO BEING THE NORTHERLY LINE OF TRACT "G-1", AS SHOWN ON THE AFORESESPlAT OF "ARBOR MILL PHASE ONE"); RUN THENCE, NORTH 70°08'16" WEST, ALONG THE AFORESESPlAT SOUTHERLY LINE OF TRACT "H-1", A DISTANCE OF 15.00 FEET, TO THE MOST SOUTHEASTERLY CORNER OF TRACT "H-1", "ARBOR MILL PHASE ONE" (AND ALSO BEING THE MOST SOUTHEASTERLY CORNER OF LOT 68); RUN THENCE, NORTH 19°51'44" EAST, ALONG LAST SAID LINE, A DISTANCE OF 1,195.57 FEET, TO THE MOST NORTHEASTERLY CORNER OF SAID TRACT "H-1", AND THE POINT OF BEGINNING.
MAP SHOWING SKETCH OF

A UTILITY EASEMENT, COVERING A PORTION OF TRACT "C", (SCENIC EDGE/LANDSCAPE/MAINTENANCE), ALL AS SHOWN ON THE PLAT OF "ARBOR MILL PHASE ONE", AS RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHEASTERLY CORNER OF AFORESAID TRACT "C", (SCENIC EDGE/LANDSCAPE/MAINTENANCE), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH 49°12'41" WEST, ALONG THE NORTHERLY BOUNDARY OF SAID TRACT "C", A DISTANCE OF 30.00 FEET, TO A POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THIS DESCRIBED, CONTINUE NORTH 49°12'41" WEST, ALONG THE AFORESAID NORTHERLY BOUNDARY OF TRACT "C", A DISTANCE OF 21.41 FEET, TO A POINT; RUN THENCE, SOUTH 19°51'44" WEST, A DISTANCE OF 80.30 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT "C", (AND ALSO BEING THE NORTHERLY LINE OF LOT 86); RUN THENCE, SOUTH 49°12'41" EAST, ALONG LAST SAID LINE, A DISTANCE OF 30.00 FEET, TO A POINT; RUN THENCE, NORTH 19°51'44" EAST, A DISTANCE OF 48.18 FEET, TO A POINT; RUN THENCE, NORTH 49°12'41" WEST, A DISTANCE OF 8.59 FEET, TO A POINT; RUN THENCE, NORTH 19°51'44" EAST, A DISTANCE OF 32.12 FEET, TO A POINT ON THE AFORESAID NORTHERLY BOUNDARY OF TRACT "C", AND THE POINT OF BEGINNING.

---

LINE TABLE FOR UTILITY EASEMENT

<table>
<thead>
<tr>
<th>LINE No.</th>
<th>BEARING</th>
<th>DISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>N 49°12'41&quot; W</td>
<td>30.00'</td>
</tr>
<tr>
<td>L2</td>
<td>N 49°12'41&quot; W</td>
<td>21.41'</td>
</tr>
<tr>
<td>L3</td>
<td>N 49°12'41&quot; W</td>
<td>80.30'</td>
</tr>
<tr>
<td>L4</td>
<td>N 49°12'41&quot; W</td>
<td>30.00'</td>
</tr>
<tr>
<td>L5</td>
<td>N 49°12'41&quot; W</td>
<td>48.18'</td>
</tr>
<tr>
<td>L6</td>
<td>N 49°12'41&quot; W</td>
<td>8.59'</td>
</tr>
<tr>
<td>L7</td>
<td>N 49°12'41&quot; W</td>
<td>32.12'</td>
</tr>
</tbody>
</table>

---

SCALE: 1" = 100'

DRAWING SCALE:

SHEET ONE OF ONE SHEET

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION No. 12 004
PROFESSIONAL LAND SURVEYORS
4747 LYNX DRIVE
JACKSONVILLE, FLORIDA 32217

JOHN R. JACOBS, PRINCIPAL SURVEYOR, P.O. BOX 887
MAYPORT, FLORIDA 32080

JIM QUAY, ASSOCIATE SURVEYOR

CERTIFICATE OF QUALIFICATION: PROFESSIONAL LAND SURVEYOR NO. 12 004

SIGNATURE OF LAND SURVEYOR, LICENSE No. 1600

JOHN D. KIRKLAND, GEORGE W. PEARSON

MAYPORT, FLORIDA 32080

REGISTRATION LAND SURVEYOR, LICENSE No. 1600
BILL OF SALE
UTILITY IMPROVEMENTS
for
Arbor Mill St. Johns County

RKS of Florida LLC, 161 Hampton Point Drive Suite 1, St. Augustine, FL 32092, (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 Attached Exhibit A – Schedule of Values for Arbor Mill St. Johns County

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 6th of JAN, 2016.

WITNESS:

[Signature]
Witness Signature
[Printed Name]
Print Witness Name

OWNER:

[Signature]
Owner’s Signature
[Printed Name]
Print Owner’s Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 6th day of January, 2016 by Samuel Crozier, who is personally known to me or has produced as identification.

[Signature]
Notary Public
### St. Johns County Utility Department

**Asset Management**

*Exhibit A - Schedule of Values for Arbor Mill St. Johns County*

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Arbor Mill St. Johns County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td>A.J. Johns, Inc.</td>
</tr>
<tr>
<td>Developer:</td>
<td>RKS of Florida, LLC</td>
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</table>

<table>
<thead>
<tr>
<th>Water Mains (Size, Type &amp; Pipe Class)</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>20&quot; HDPE DR 11 Offsite HDD</td>
<td>LF</td>
<td>1360</td>
<td>$209.15</td>
<td>$284,444.00</td>
</tr>
<tr>
<td>16&quot; DR 25 PVC Pipe Offsite</td>
<td>LF</td>
<td>11125</td>
<td>$39.64</td>
<td>$440,995.00</td>
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<tr>
<td>10&quot; HDPE DR 11 Offsite HDD</td>
<td>LF</td>
<td>210</td>
<td>$97.05</td>
<td>$20,380.60</td>
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<tr>
<td>8&quot; DR 18 PVC Pipe</td>
<td>LF</td>
<td>10359</td>
<td>$18.90</td>
<td>$195,786.10</td>
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<tr>
<td>6&quot; DR 18 PVC Pipe</td>
<td>LF</td>
<td>1298</td>
<td>$16.34</td>
<td>$21,209.32</td>
</tr>
<tr>
<td>4&quot; DR 18 PVC Pipe</td>
<td>LF</td>
<td>938</td>
<td>$14.95</td>
<td>$14,023.10</td>
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<td>2&quot; Poly Pipe</td>
<td>LF</td>
<td>1002</td>
<td>$7.84</td>
<td>$7,855.68</td>
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<tr>
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<tr>
<td>Water Valves (Size and Type)</td>
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<tr>
<td>16&quot; Gate Valve (Offsite)</td>
<td>Ea</td>
<td>14</td>
<td>$4,689.00</td>
<td>$65,646.00</td>
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<tr>
<td>8&quot; Gate Valve</td>
<td>Ea</td>
<td>21</td>
<td>$1,159.00</td>
<td>$24,339.00</td>
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<tr>
<td>6&quot; Gate Valve</td>
<td>Ea</td>
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<td>$976.00</td>
<td>$24,376.00</td>
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<td>4&quot; Gate Valve</td>
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<td>$686.00</td>
<td>$2,740.00</td>
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<td>Ea</td>
<td>4</td>
<td>$5,528.35</td>
<td>$22,113.40</td>
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<tr>
<td>Hydrants/Assembly (Size and Type)</td>
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<td>6&quot; Fire Hydrants</td>
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<td>$157,010.00</td>
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<td>2&quot; Flushing hydrants</td>
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<td>$1,002.00</td>
<td>$4,008.00</td>
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<tr>
<td>Sewer (Size and Type)</td>
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<tr>
<td>1&quot; Poly Single</td>
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<td>1.5&quot; Poly Double</td>
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<td><strong>Total Water System Cost</strong></td>
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<td>$1,411,165.37</td>
</tr>
</tbody>
</table>
# St. Johns County Utility Department
## Asset Management
### Exhibit A - Schedule of Values for Arbor Mill St. Johns County

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Arbor Mill St. Johns County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td>A.J. Johns, Inc.</td>
</tr>
<tr>
<td>Developer:</td>
<td>RKS of Florida, LLC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Force Mains (Size, Type &amp; Pipe Class)</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>16&quot; DR 11 HDPE Offsite HDD</td>
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<td>480</td>
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<tr>
<td>8&quot; DR 11 HDPE Offsite HDD</td>
<td>LF</td>
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<td>$63.60</td>
<td>$10,494.00</td>
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<tr>
<td>12&quot; DR 25 Offsite Force Main</td>
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<thead>
<tr>
<th>Sewer Valves (Size and Type)</th>
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</thead>
<tbody>
<tr>
<td>10&quot; Tapping Valve</td>
<td>Ea</td>
<td>1</td>
<td>$2,895.24</td>
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<td>6&quot; Tapping Valve</td>
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<td>$1,877.24</td>
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<td>Ea</td>
<td>7</td>
<td>$1,737.00</td>
<td>$12,159.00</td>
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<tr>
<td>6&quot; Gate Valve</td>
<td>Ea</td>
<td>3</td>
<td>$1,737.00</td>
<td>$5,211.00</td>
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<tr>
<td>2&quot; Air Release Valve</td>
<td>Ea</td>
<td>8</td>
<td>$5,528.35</td>
<td>$44,226.80</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Gravity Mains (Size, Type &amp; Pipe Class)</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
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</thead>
<tbody>
<tr>
<td>8&quot; SDR 26 PVC</td>
<td>LF</td>
<td>11945</td>
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<thead>
<tr>
<th>Laterals (Size and Type)</th>
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<thead>
<tr>
<th>Manholes (Size and Type)</th>
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</thead>
<tbody>
<tr>
<td>48&quot; Type A Manhole</td>
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<td>$3,792.76</td>
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<td>60&quot; Type A Junction Manhole</td>
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<tr>
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<td>EA</td>
<td>1</td>
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<td>$4,459.17</td>
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<td>60&quot; Type B Junction Manhole</td>
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<td>$7,025.09</td>
<td>$28,100.36</td>
</tr>
<tr>
<td></td>
<td>$</td>
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<tr>
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<table>
<thead>
<tr>
<th>Lift Station</th>
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<td>$66,256.00</td>
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<td>Other improvements</td>
<td>Lump Sum</td>
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<td>$92,389.54</td>
<td>$92,389.54</td>
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</tbody>
</table>

| Total Sewer System Cost | $1,663,674.60 | |


INTEROFFICE MEMORANDUM

TO: Sheri Lewis, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Arbor Mill
DATE: February 24, 2016

Please present the Easement, Bill of Sale, and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Arbor Mill.

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.
Arbor Mill Phase One

Easement for Utilities and Bill of Sale

2013 Aerial Imagery
March 1, 2016

County Road 16A
State Road 13 N
State Road 16

Arbor Mill Phase One

Land Management Systems
Real Estate Division
(904) 209-0764

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 declines all responsibility for the accuracy or completeness of the data shown herein.