

RESOLUTION NO. 2017-305

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM TO SERVE GREENSIDE AT WORLD GOLF VILLAGE LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, Elacora World Golf Village, LLC, a Colorado limited liability company, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, and a Bill of Sale and schedule of values conveying all personal property associated with the water and sewer system to serve Greenside at World Golf Village, 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, 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 Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3rd day of October, 2017.

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

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

Ram Hatterman
Deputy Clerk

RENDITION DATE 10/5/17

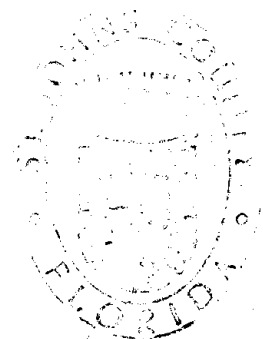


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 23rd day of March, 2017 by **elacora World Golf Village, LLC**, a Colorado limited liability company, with an address of 371 Centennial Parkway, Suite 200, Louisville, CO 80027, 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 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, its 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, by Grantee, at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

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

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

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

(b) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain 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 and/or its successors in interest hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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

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

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

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

Signed, sealed and delivered
In the presence of:

elacora World Golf Village, LLC,
a Colorado limited liability company

Jamie Kelly
Witness

By: Sharon K. Eshima
Its: Manager

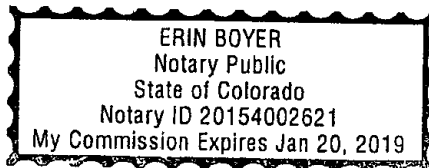
Jamie Kelly
Print Name

Erin Boyer
Witness

Erin Boyer
Print Name

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this 23rd day of March, 2017, by Sharon K. Eshima, Manager of elacora World Golf Village, LLC, who is personally known to me.



Erin Boyer
Notary Public

EXHIBIT "A"

EASEMENT AREA DESCRIPTION

All road rights-of-way designated as Greenview Lane and Green Wing Drive, as depicted on the Plat of Greenside at World Golf Village, recorded in Map Book 82, Pages 90 thru 94, of the Public Records of St. Johns County, Florida.



EXHIBIT "B" TO RESOLUTION

BILL OF SALE
UTILITY IMPROVEMENTS
for

Greenside at World Golf Village

Elacora World Golf Village, LLC, (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 GREENSIDE AT WORLD GOLF VILLAGE

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 20 of Jan, 2017.

WITNESS:

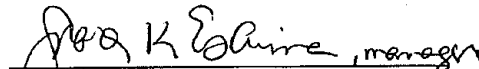


Witness Signature

William E. Schaefer

Print Witness Name

OWNER:



Owner's Signature

SHARON K Eshima

Print Owner's Name

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this 20 day of January, 2017, by SHARON K Eshima who is personally known to me or has produced _____ as identification.



Notary Public

SARAH GEHRINGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144019672
MY COMMISSION EXPIRES MAY 22, 2018



St. Johns County Utility Department
 Asset Management
 Schedule of Values
EXHIBIT A

Project Name: GREENSIDE @ WORLD OF GOLF VILLAGE
 Contractor: A. J. JOHNS, INC.
 Developer: ELACORA WORLD GOLF VILLAGE, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
8" PVC DR 18	LF	500	\$ 21.76	\$ 10,878.00
6" PVC DR 18	LF	440	\$ 14.52	\$ 6,388.80
4" PVC DR 18	LF	220	\$ 11.02	\$ 2,423.52
2" POLY	LF	320	\$ 17.74	\$ 5,675.52
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
16" X 8" TAPPING SLEEVE & GV	EA	1	\$ 7,526.89	\$ 7,526.89
8" GATE VALVE	EA	1	\$ 2,755.85	\$ 2,755.85
6" GATE VALVE	EA	5	\$ 1,540.12	\$ 7,700.58
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Hydrants Assembly (Size and Type)				
6" FIRE HYDRANT	EA	3	\$ 4,644.25	\$ 13,932.76
2" FLUSHING HYDRANT	EA	2	\$ 804.72	\$ 1,609.44
	EA		\$ -	\$ -
Sevices (Size and Type)				
1" DOUBLE	EA	6	\$ 985.49	\$ 5,912.93
1" SINGLE	EA	24	\$ 681.70	\$ 16,360.70
	EA		\$ -	\$ -
	EA		\$ -	\$ -
TOTAL WATER SYSTEM COST				\$ 81,164.99



St. Johns County Utility Department
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EXHIBIT A

Project Name: GREENSIDE @ WORLD OF GOLF VILLAGE
 Contractor: A. J. JOHNS, INC.
 Developer: ELACORA WORLD GOLF VILLAGE, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" PVC DR 26	LF	1260	\$ 25.02	\$ 31,530.24
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
6" PVC DR 26	EA	1440	\$ 19.14	\$ 27,555.84
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
TYPE A	EA	4	\$ 6,593.90	\$ 26,375.62
TYPE B	EA	1	\$ 14,988.70	\$ 14,988.70
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Lift Station				
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
	LS		\$ -	\$ -
			TOTAL SEWER SYSTEM COST	\$ 100,450.40



EXHIBIT "C" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

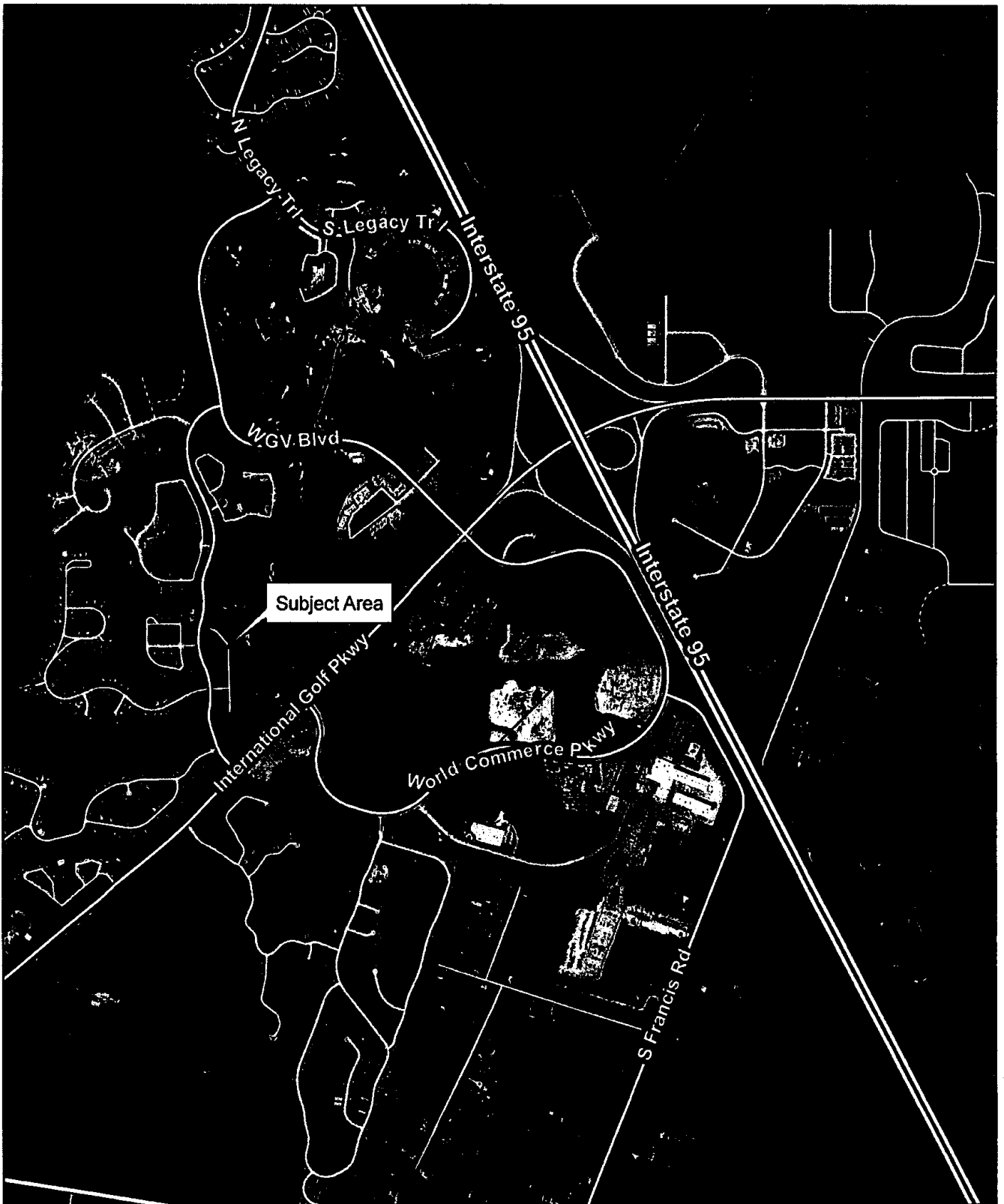
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Greenside @ WGV
DATE: June 13, 2017

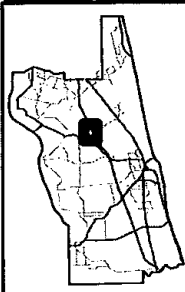
Please present the Easement, Bill of Sale and Schedule of Values to the Board of County Commissioners (BCC) for final approval and acceptance of Greenside @ WGV.

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.



Subject Area



2013 Aerial Imagery
 0 500 1,000
 Feet
 August 14, 2017

Elacora World Golf Village, LLC
Easement & Bill of Sale

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

