

RESOLUTION NO. 2019- 139

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH RECLAIMED WATER SERVING THE KING & THE BEAR GOLF COURSE LOCATED OFF REGISTRY BOULEVARD IN WORLD GOLF VILLAGE.

RECITALS

WHEREAS, Honours Golf-WGV, LLC, a Georgia limited liability company, is the owner of an eighteen-hole golf course and club house known as The King & The Bear Golf Course; and

WHEREAS, the Property is located within the Saint Johns Development of Regional Impact and is subject to the Saint Johns Development of Regional Impact Development Order issued by the County (the "DRI/DO"); and

WHEREAS, the DRI/DO and Section 3.06 of the Utility Agreement require the Golf Course to use reuse water as its primary source of irrigation when reuse water is available; and

WHEREAS, pursuant to the Reuse Agreement approved by Resolution 2017-96, Honours Golf-WGV, LLC, a Georgia 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, associated with reclaimed water serving The King & The Bear Golf Course located off Registry Boulevard in World Golf Village; and

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

WHEREAS, it is in the best interest of the County to accept this Easement for Utilities for the health, safety and welfare of the citizens located within this service area.

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, attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

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

Section 4. The Clerk of the Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 16 day of April, 2019.

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

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 4/18/19

Pam Halterman
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 2019 by HONOURS GOLF-WGV, LLC, a Georgia limited liability company, with an address of c/o Gary P. Spivey, 1960 Stonegate Drive, Birmingham, AL 35242, 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 & sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

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

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

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

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

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

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

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

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

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

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse 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:

HONOURS GOLF-WGV, LLC

[Signature]
Witness

By: [Signature]
Its: MEMBER

Samuel Schlinger
Print Name

[Signature]
Witness

Sheri Lewis
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 13th day of March, ~~2017~~ ²⁰¹⁹ by Robert B. Barrett who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



EXHIBIT "A" TO EASEMENT

EASEMENT AREA

THE KING AND THE BEAR GOLF COURSE PUMP HOUSE PARCEL:

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH 03 DEGREES 07 MINUTES 40 SECONDS WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH 20 DEGREES 28 MINUTES 53 SECONDS WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1,916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS THENCE DUE SOUTH, A DISTANCE OF 2,123.36 FEET; THENCE DUE EAST, A DISTANCE OF 618.84 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH 53 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 170.48 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 646.74 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 493.17 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 106.15 FEET; THENCE SOUTH 75 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85 DEGREES 14 MINUTES 30 SECONDS EAST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26 DEGREES 52 MINUTES 36 SECONDS EAST AND A CHORD DISTANCE OF 74.88 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04 DEGREES 22 MINUTES 28 SECONDS EAST AND A CHORD DISTANCE OF 74.89

FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04 DEGREES 45 MINUTES 38 SECONDS WEST AND A CHORD DISTANCE OF 72.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 22.84 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 305.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10 DEGREES 30 MINUTES 00 SECONDS WEST AND A CHORD DISTANCE OF 203.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 755.82 FEET; THENCE SOUTH 81 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 112.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 143.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05 DEGREES 37 MINUTES 25 SECONDS EAST AND A CHORD DISTANCE OF 141.53 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 20 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 44.55 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 12.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25 DEGREES 00 MINUTES 00 SECONDS EAST AND A CHORD DISTANCE OF 18.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 31.55 FEET; THENCE NORTH 70 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 25.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,081 SQUARE FEET MORE OR LESS.

PARCEL TWO:

A 20' WIDE UTILITY EASEMENT LYING 10' EACH SIDE OF A REUSE LINE LYING PERPENDICULAR TO AND IMMEDIATELY WEST OF TRACT 10B, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21-44 AND APPROXIMATELY 35' SOUTH OF CONSERVATION PARCEL 14, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2 AS RECORDED IN MAP BOOK 37, PAGES 45-61, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TO ITS TERMINUS IN THE LAKE.



EXHIBIT "B" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

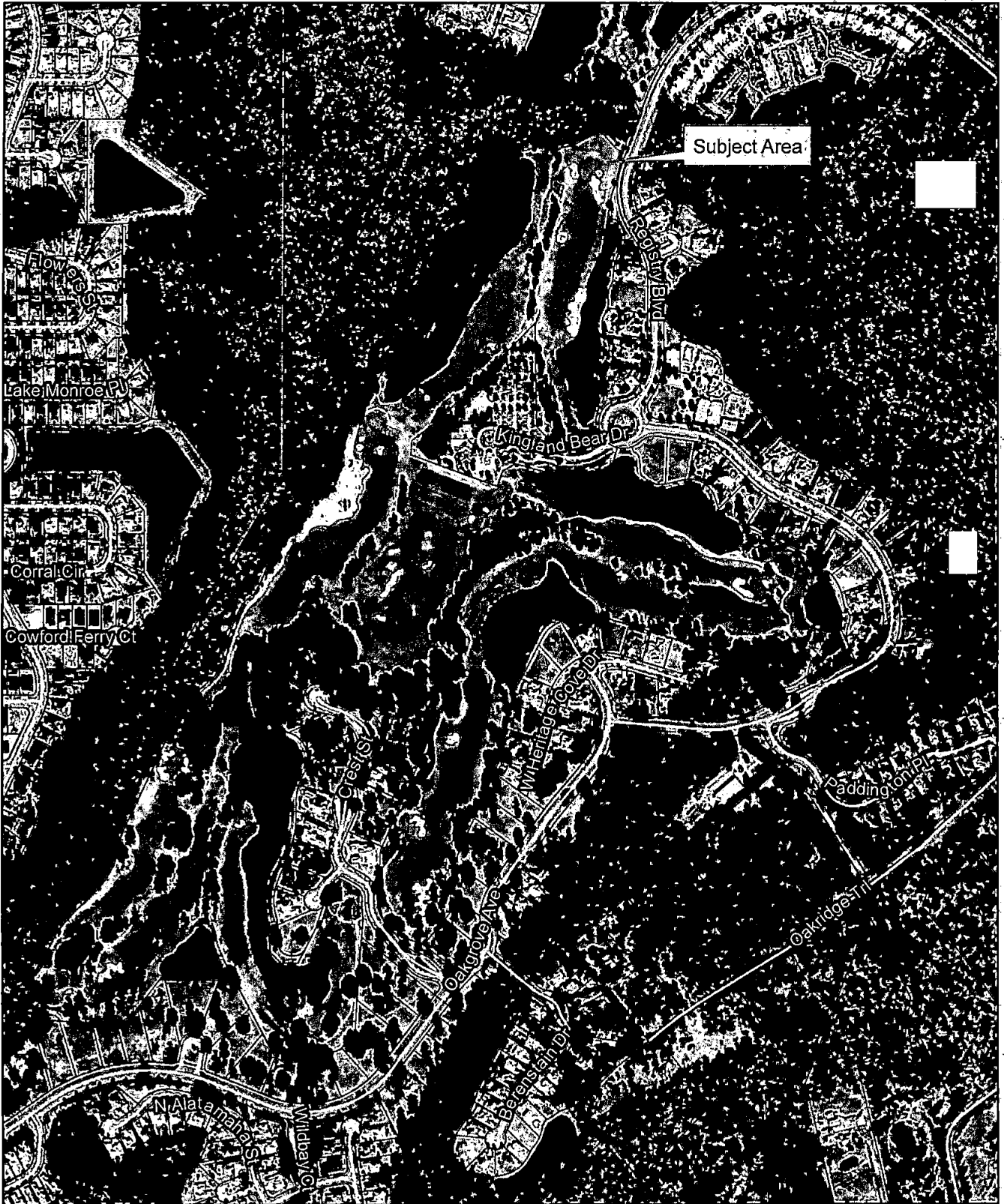
INTEROFFICE MEMORANDUM

TO: Sheri Lewis, Real Estate Coordinator
FROM: Samuel Schlesinger, Utilities Engineer
SUBJECT: The King & The Bear
DATE: March 19, 2019

Please present the Easement for Utilities to the Board of County Commissioners (BCC) for final approval and acceptance.

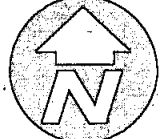
After acceptance by BCC, please provide the Utility Department with a copy of the executed Resolution for our files.

Your support and cooperation as always are greatly appreciated.



Subject Area




 2013 Aerial Imagery
 0 250 500
 Feet
 March 20, 2019

Easement for Utilities
*The King & The Bear
 Golf Course*

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 hereon.

