

RESOLUTION NO. 2017- 96

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A REUSE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND HONOURS GOLF – WGV, LLC, DEFINING REUSE SYSTEM IMPROVEMENTS AND RATES TO SUPPLY THE KING AND BEAR GOLF COURSE WITH REUSE WATER FOR IRRIGATION, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, Honours Golf – WGV, LLC is the owner of an eighteen-hole golf course and club house known as the King and Bear Golf Course conveyed by Scratch Golf Company to Honours Golf-WGV, LLC by deed recorded in Official Records Book 1540, page 936, of the public records of St. Johns County, Florida (the “Deed”), described as “Parcel 2” of Exhibit A of the Deed, said “Parcel 2” being more particularly described in Official Records Book 1540, pages 958 through 967, of the public records of St. Johns County, Florida.

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”);

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;

WHEREAS, certain improvements to the County utility system planned by the County will enable the County to provide reuse water to irrigate the Golf Course as such the County, agrees to pay for the design, permitting, construction improvements, and operation and maintenance activities for the purposes of providing reuse water for irrigation to the Golf Course;

WHEREAS, the County has determined that accepting the terms of the Reuse Agreement, **substantially in the form attached hereto, and incorporated herein**, will serve the interests of the County.

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

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Reuse Agreement between St. Johns County, Florida, and Honours Golf - WGV, LLC, and authorizes the County Administrator to execute this utility cost share Agreement on behalf of St. Johns County.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of March, 2017.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest: Hunter S. Conrad, Clerk

*Hunter S. Conrad*  
Deputy Clerk

By:

*James K. Johns*  
James K. Johns, Chair

RENDITION DATE 3/23/17



## REUSE AGREEMENT

This Reuse Agreement (the "Agreement") is entered into by and between **HONOURS GOLF – WGV, LLC**, a Georgia limited liability company and its successors and assigns (the "Owner") and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "County"), on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

### RECITALS:

A. Owner is the owner of the real property described on the attached Exhibit "A" (the "Property") which is improved with an eighteen-hole golf course and club house known as the King and Bear Golf Course (the "Golf Course"); and

B. Stormwater from the Property drains into and is treated within a system of lakes (the "Stormwater Management System") operated and maintained by the Saint Johns – Six Mile Creek North Property Owner's Association, Inc. (the "Association") pursuant to the terms of drainage easements reserved in the Declaration of Covenants, Easements and Restrictions recorded in Official Records Book 1374, at Page 2006 of the public records of St. Johns County, Florida and in the Declaration of Covenants and Restrictions For Saint Johns – Six Mile Creek North recorded in Official Records Book 1374, at Page 1850 of the public records of St. Johns County, Florida (the "Drainage Easements"), and pursuant to the terms of Environmental Resource Permit No. 4-109-21598-13 (the "Stormwater Permit") issued by the St. Johns River Water Management District (the "District"); and

C. The Association is the Permittee under the Stormwater Permit; and

D. The Golf Course is presently irrigated with surface water drawn from Six Mile Creek and the Stormwater Management System pursuant to Consumptive Use Permit No. 20-109-50660-3 issued to Owner by the District (the "CUP"); and

E. The CUP, set to expire on September 4<sup>th</sup> 2018 (attached as Exhibit "B"), authorizes the Owner to use 117.1 Million Gallons per Year (MGY) of surface water from Six Mile Creek and 63.3 MGY of surface water from an on-site stormwater management system for irrigation of 140 acres of golf course turf; and

F. 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

G. The Property is also subject to Section 3.06(C) and (D) of the Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement dated

January 29, 1999, recorded in Official Records Book 1384, at Page 1780 (the "Utility Agreement"); and

H. 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

I. The County, in consideration for the mutual exchanges contained herein, agrees to pay for the construction improvements, as delineated in the terms set out in this Agreement; and

J. Pursuant to the CUP, the District requires the County to maximize use of reclaimed water to better conserve water resources within the region; and

K. Pursuant to the terms of the Utility Agreement, the Owner's predecessor in title installed and conveyed to the County a reuse water main from the existing County reuse water main located at the intersection of State Road 16 and International Golf Parkway along the right of way of County Road 13-A into the Golf Course irrigation pumping station (the "Reuse Water Main"); and

L. Until recently, the County did not have reuse water available in sufficient quantities to supply the irrigation needs of the Golf Course; and

M. Certain improvements to the County utility system planned by the County will enable the County to provide reuse water to irrigate the Golf Course; and

N. As required by Section 3.06(C) of the Utility Agreement and in accordance with the terms of Section 3.06(C) and (D) of the Utility Agreement, the County and the Owner are entering into this Agreement to set forth the terms and conditions upon which the County shall supply reuse water to the Golf Course and the Owner shall use the reuse water as its primary source of water to irrigate the Golf Course.

In consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

2. Improvement of Irrigation System, and Stormwater Ponds.

a. Required Improvements. Although the existing reuse main connects to the irrigation pump station, it has not been used to supply reuse water to irrigate the Golf Course in the past. In order to practically use reuse water to

irrigate the Golf Course, it will be necessary to modify the existing pond systems to receive REUSE water and to maintain the existing level of treatment. As a result, the County has designed improvements to the Stormwater Management System that include the following elements:

- i. modifying control structures 11 in Stormwater Management Facility No. 12 and control structure 14 in Stormwater Management Facility No. 20 to create additional stormwater treatment capacity within the remaining portion of the Stormwater Management System to compensate for the capacity of the Stormwater Management System;
- ii. installing an extension of the Reuse Water Main and a pumping and control station to deliver reuse water to the Stormwater Management System;
- iii. redirecting the reuse water main from the existing golf course irrigation pumping station to a new manhole that connects the existing irrigation intake pipe from the reuse pond and the irrigation pump station;
- iv. installing a new pressure sustaining valve assembly on the reuse water main and a level control assembly in the new manhole to control reuse flow from the County into pond;
- v. installing a new metering system along the reuse water main to meter the reuse water to the golf course.

b. Preliminary Design of Improvements. The parties have agreed to the preliminary design of the improvements described in Subsection a. above depicted on the drawings attached as Exhibit "C" to this Agreement (the "Preliminary Design"), attached hereto and incorporated herein.

c. Pond Parameters. Proposed modifications include raising the drawdown weirs for Lake No. 12 and 20 to 6.20-feet (from 5.96-feet and 5.91-feet respectively). Additionally, floats will be installed in a manhole to turn on the reuse water pumps when the pond reaches an elevation of 5.75-feet and shutoff the pumps when the pond reaches an elevation of 6-feet. The modification of the weirs provides a total of 3.40-ac-ft (1,106,947-gal) of storage volume for the equalized stormwater ponds between elevations 5.75-feet and 6.00-feet. The pond modifications will still utilize withdraw of surface water from Six Mile Creek when the lake level drops to elevation 5.0-feet and ceases when the level is at 5.7-feet as a backup if the reuse system and stormwater cannot keep up with the irrigation demand, with no modifications to the design or float elevations. Lake Nos. 12 and

19-22 are equalized with the irrigation being pumped from Lake No. 12. Discharge from the ponds is through control structures located on Lake Nos. 12 and 20. All elevations above are from the plans and calculations, and are referenced to the NGVD 1929 datum.

d. Modification of Stormwater Permit. The County shall be responsible, at its sole expense, for obtaining the consent of the Association and SJ Land Associates, LLC (“Developer”) to the proposed improvements of the Stormwater Management System described above and for obtaining a modification of the Stormwater Permit to allow the changes to the Stormwater Management System described above. Owner shall cooperate in the County’s efforts.

e. Modification of Consumptive Use Permit. The current CUP expires on September 4th 2018. The County shall be responsible, at its sole expense, for obtaining any necessary modifications to the CUP to allow the use of reuse water as the primary source of irrigation for the Golf Course and the Owner shall execute the required application forms and cooperate as necessary. The modifications are intended only for the permit duration listed above. The County will not be responsible for any permit extension after its current expiration. The County only intends to modify the current permit to list reuse water as the primarily source and have the Six Mile Creek water source and the on-site stormwater management system as a backup source of irrigation. The Six Mile Creek water source and on-site stormwater management system quantities listed in the current permit will not be changed for the remaining term of the CUP.

f. Final Design and Construction Drawings. The County shall, at the County’s sole expense, complete the final design and construction drawings for the improvements described above. The final design and construction drawings, including all specifications (specs), shall be subject to approval by the Owner, which approval shall not be unreasonably withheld.

3. Contractor Qualifications. Construction of the project shall be performed by a qualified licensed underground utility contractor. The County shall solicit competitive bids utilizing the standard County Procurement Process, and shall award the construction contract to the lowest responsive responsible bidder.

4. Construction. After the Stormwater Permit has been modified, the CUP has been modified (if necessary), the Association and Developer have consented, and the Owner has approved the final design and construction drawings, the County shall engage a contractor as provided in Section 3 above and shall cause the improvements described in Section 2 to be substantially completed within 60 days of commencement of construction. All construction shall be performed during a time period as mutually agreed by the parties in writing prior to advertising the project for competitive bids. The County shall coordinate the actual commencement of construction with the Owner. Construction shall be conducted between the hours of 7:30 AM and 5:30 PM Monday thru Friday and no outside

work allowed on weekends. The construction contract shall give Owner the right to have an onsite inspector and supervisor to ensure that the contractors work only within approved corridors and comply with the requirements and specifications incorporated into the construction drawings for the protection of the Property and Golf Course. Owner shall have no responsibility for the construction or quality of construction, however, and the County shall be strictly responsible for ensuring that the contractor completes the improvements in accordance with the terms of the construction contract. Any change orders between the County and the contractor must be approved in writing by Owner, provided however that such approval shall not be unreasonably delayed or withheld. During construction, the contractor shall be responsible for maintaining a source of irrigation water with which to irrigate the Golf Course.

5. No Liens. The County shall ensure and warrants that the construction described in Section 4 shall be completed free of liens, claims, security interests or other encumbrances in favor of the County or any other entity whatsoever.

6. Ownership. Upon completion of construction of the Required Improvements, County shall take ownership of the associated Reuse Water Main, pumps, valves, meter, pipes, control devices, and all appurtenances associated with delivery of reuse water up to and including the first gate valve located downstream of the meter assembly as primarily described in Section 2a. ii, iii, iv, and v above. Owner shall take ownership of all pumps, valves, pipes, control devices and associated appurtenances located downstream of the first valve outside and downstream of the meter assembly, except that the County shall own the float switch control, and associated conduit and wiring, located inside and outside of the manhole where the reuse line join the wetwell intake line.

7. Operation and Maintenance.

a. Maintenance of Reuse Main, Reuse Pumping Station, and Reuse Pond. County, at County's sole expense, shall be responsible for maintaining the Reuse Water Main, all pumps, valves, pipes, control devices, and appurtenances associated with delivery of reuse water up to the location of the first valve outside and downstream from the meter assembly as described in Section 6 above. All, pumps, valve, pipes, control devices and appurtenances located downstream of the first gate valve outside and downstream of the meter assembly and the Reuse Pond shall be maintained by the Owner, except that the County shall be responsible for maintaining the float switch control located in a manhole where the reuse line joins the wetwell intake line. Owner will provide an easement to the County to own, operate and maintain the float switch control and related appurtenances in the manhole. Owner shall also be responsible at its sole expense for maintaining all aspects of the Stormwater Management System, including any landscaping, grass and other similar amenities on or in in the vicinity of the banks of the Stormwater Management System and for maintaining the Stormwater Management System banks.

b. Manual Override. The reuse delivery system shall have a manual override and the Owner shall have access to the manual override so that the Owner can stop the delivery of reuse water in the event of a malfunction in the automatic valve system or other occurrence requiring the flow to be stopped.

c. Irrigation Needs Only. The Owner shall not be required to accept reuse water at any time in excess of the amount of reuse water needed by the Owner to irrigate the Golf Course. The County shall maintain alternative reuse water storage and discharge facilities to store and dispose of reuse water not needed by Owner.

d. Six Mile Creek and Stormwater Backup Sources. In the County's permitting efforts described in Section 4 above, the County shall cooperate with the Owner to ensure that the Owner will have continued access to water from Six Mile Creek and the Stormwater Management System to supply the irrigation needs of the Golf Course in the event that reuse water is not available in sufficient quantities and in the event of any breakdown in the County's reuse system. During the term of this Agreement, the County shall not interfere with Owner's access to backup irrigation water from Six Mile Creek and the Stormwater Management System.

e. Liability. At all times during the term of this Agreement, the County shall be responsible for complying with all applicable laws and regulations regarding the quality of the reuse water and regarding the management, storage, use and discharge of reuse water. In particular, the County shall be responsible for designing, constructing, maintaining, and operating the reuse water delivery and metering system in a manner that will avoid overflows of the Reuse onto adjacent property. To the extent permissible by law, the County will indemnify and hold Owner harmless from and against any cost, liabilities, claims or causes of action relating to improper treatment, disposal or discharge of reuse water. Nothing contained in this Agreement shall be interpreted or construed as an alteration or waiver of the County's sovereign immunity or limitations of liability as provided under Section 768.28, Florida Statutes.

8. Easements. Upon approval of the final design and construction drawings by the Owner, the Owner shall grant to the County a temporary construction easement over the portions of the Property within which construction shall be conducted in accordance with the final design and construction plans. The temporary construction easement shall be in the form described on the attached Exhibit "D" (the "Temporary Construction Easement"). The Temporary Construction Easement shall have a period that commences on the date it is executed and delivered and ends upon final completion of construction . Upon final completion of construction, Owner shall grant to the County an easement covering a 20-foot wide corridor for the extension of the Reuse Water Main up to the proposed manhole for the operation, maintenance, repair and replacement of the reuse system



in the form attached as Exhibit "E" (the "Permanent Easement"). Upon delivery of the Permanent Easement, the County shall execute and deliver a release of the Temporary Construction Easement.

9. Reuse Water Charges.

a. First 10 Years. In consideration of the prior installation of the Reuse Water Main, the easements to be granted pursuant to Section 8 above, and the Owner's agreement to accept and use reuse water for its irrigation needs on an interruptible basis and pursuant to the terms of Section 3.06(D) of the Utility Agreement, the County shall supply reuse water to the Golf Course free of any and all charges for the first 10 years of operation of the reuse system.

b. Second 10 Years. At the beginning of the 11<sup>th</sup> year of operation of the reuse system, the County shall charge \$.15 per 1,000 gallons of reuse water delivered to the Reuse Pond. This charge may be increased annually by the County by no more than the rate of increase in the Consumer Price Index (CPI) until the end of the 20<sup>th</sup> year of operation of the reuse system. The source of the CPI will be the same as that used by the County as a part of its Utility Ordinance.

c. Years 21 through 25. At the beginning of the 21<sup>st</sup> year of operation of the reuse system, the rate per 1,000 gallons of reuse water delivered to the Reuse Pond that Owner was paying during the 20<sup>th</sup> year of operation of the reuse system shall be compared to the general rate the County is charging other users of interruptible reuse water at that point in time. If the Owner's rate is greater than the general rate, then the County shall charge the Owner the general rate, as described in subsection d. If the Owner's rate is less than the general rate, then Owner's rate shall increase annually during the 21<sup>st</sup> through 25<sup>th</sup> years by a set amount that is equal to 20% of the difference between the Owner's rate and the general rate at the beginning of the 21<sup>st</sup> year. Notwithstanding this provision, the Owner's rate shall never be higher than the rate that the County is charging other users of interruptible reuse water.

d. Remaining Term. After the first 25 years of operation of the reuse system, the County shall charge Owner the same general rate the County is charging other users of interruptible reuse water.

10. Term of the Agreement. This Agreement shall remain in effect so long as the Golf Course continues to be operated as a Golf Course.

11. Effect. This Agreement shall be binding on the successors and assigns of the parties and the benefits and burdens of this Agreement will run with title to the Property.

12. Miscellaneous.

a. The covenants, obligations, and benefits contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

b. The County's performance under this Agreement is contingent upon the appropriation of funds for that purpose by the Board of County Commissioners. While the County will make all reasonable efforts to provide funds needed to perform its obligations under this agreement, the County makes no express commitment to provide such funds during any given fiscal year. Moreover, it is expressly noted that Owner cannot demand that the County budget and appropriate such funds during any given fiscal year.

c. This Agreement shall not be construed to create any agency relationship, partnership, association, or joint venture between the County and the Owner.

d. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.

e. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.

f. Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium (excluding any County-imposed moratorium), law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

g. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.

h. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.

i. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement.

j. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.

k. The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement.

l. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.

m. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

n. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered by its duly authorized officer on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**HONOURS GOLF – WGV, LLC**, a Georgia  
limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF FLORIDA**            )  
**COUNTY OF ST. JOHNS**    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **HONOURS GOLF – WGV, LLC**, a Georgia limited liability company, on behalf of the company. He/She [\_\_] is personally known to me, or [\_\_] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of Florida at Large

Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**STATE OF FLORIDA**            )  
**COUNTY OF ST. JOHNS**    )

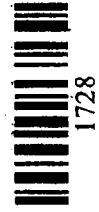
The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, on behalf of the company. He/She [ ] is personally known to me, or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
**NOTARY PUBLIC**  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit A**

King and Bear Golf Course

That portion of the real property conveyed by Scratch Golf Company to Honours Golf-WGV, LLC by deed recorded in Official Records Book 1540, page 936, of the public records of St. Johns County, Florida (the "Deed"), described as "Parcel 2" of Exhibit A of the Deed, said "Parcel 2" being more particularly described in Official Records Book 1540, pages 958 through 967, of the public records of St. Johns County, Florida.



**Permit  
with conditions  
1728**



Henry Lean, Executive Director  
John R. Wehle, Assistant Executive Director

POST OFFICE BOX 1429 PALATKA, FLORIDA 32178-1429

TELEPHONE 904-329-4400  
TDD 904-329-4450

SUNCOM 904-880-4500  
TDD SUNCOM 880-4450

FAX (Executive) 329-4125 (Legal) 329-4485 (Permitting) 329-4315 (Administration/Finance) 329-4508

SERVICE CENTERS			
618 E. South Street Orlando, Florida 32801 407-897-4300 TDD 407-897-5960	7775 Baymeadows Way Suite 102 Jacksonville, Florida 32256 904-730-6270 TDD 904-448-7900	PERMITTING: 305 East Drive Melbourne, Florida 32904 407-984-4940 TDD 407-722-5368	OPERATIONS: 2133 N. Wickham Road Melbourne, Florida 32935-8109 407-752-3100 TDD 407-752-3102

September 4, 1998

Honours Golf-WGV, LLC  
3475 Lenox Rd NE Suite 400  
Atlanta, GA 30326

SUBJECT: Consumptive Use Permit Number 50660  
The King & The Bear Golf Course at Sixmile Creek  
Dear Sir/Madam:

Enclosed is your permit and the forms necessary for submitting information to comply with conditions of the permit as authorized by the St. Johns River Water Management District on September 04, 1998.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction over this work.

The enclosed permit is a legal document and should be kept with your other important records. Please read the permit and conditions carefully since the referenced conditions may require submittal of additional information. All information submitted as compliance with permit conditions must be submitted to the nearest District Service Center and should include the above referenced permit number.

Please be advised that the period of time within which a third party may request an administrative hearing on this permit may not have expired by the date of issuance. A potential petitioner has twenty-six (26) days from the date on which the actual notice is deposited in the mail, or twenty-one (21) days from publication of this notice when actual notice is not provided, within which to file a petition for an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes. Receipt of such a petition by the District may result in this permit becoming null and void.

Sincerely,

Gloria Lewis, Director  
Permit Data Services Division

Enclosures: Permit, Conditions for Issuance, Compliance Forms, Map, Well Tags

cc: District Permit File

Agent: Sutherland, Asbill & Brennan LLP  
999 Peachtree St NE  
Atlanta, GA 30309-3996

William Kerr, CHAIRMAN  
MELBOURNE BEACH

Ometrias D. Long, VICE CHAIRMAN  
APOPKA

Jeff K. Jennings, SECRETARY  
MAITLAND

Duane Ottenstroer, TREASURER  
SWITZERLAND

Dan Roach  
FERNANDINA BEACH

William M. Segal  
MAITLAND

Otis Mason  
ST. AUGUSTINE

Clay Albright  
EAST LAKE WEIR

Reid Hughes  
DAYTONA BEACH



**PERMIT NO.** 50660

**ORIGINAL PERMIT ISSUED:** September 4, 1998  
**TRANSFER PERMIT ISSUED:** February 8, 2001

**PROJECT NAME:** The King & The Bear Golf Course at Sixmile Creek

**A PERMIT AUTHORIZING:**

The District authorizes the use of 117.1 MGY of surface water from Six Mile Creek and 63.3 mgy of surface water from an on-site stormwater management system for irrigation of 140 acres of golf course turf.

**LOCATION:**

Site: The King & The Bear Golf Course  
St. Johns County

Section(s): 37, 38, 46

Township(s): 6S

Range(s): 28E

**ISSUED TO:**

Honours Golf-WGV, LLC  
3475 Lenox Rd NE Suite 400  
Atlanta, GA 30326

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

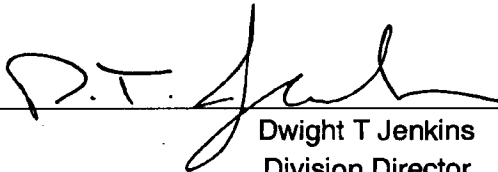
This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes and 40C-1, Florida Administrative Code.

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated September 4, 1998

**AUTHORIZED BY:** St. Johns River Water Management District  
Department of Resource Management

By:

  
Dwight T Jenkins  
Division Director

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 50660**  
**HONOURS GOLF-WGV, LLC**  
**DATED SEPTEMBER 4, 1998**

1. District authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
2. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
3. Treated effluent must be used as irrigation water when it becomes available, economically feasible, and permissible under applicable state and federal statutes or regulations promulgated thereunder.
4. If chemicals are injected into the irrigation system, the well or surface pump must be equipped with backflow prevention devices installed pursuant to Section 5E-2.030, F.A.C.
5. All submittals made to demonstrate compliance with this permit must include the permit number 50660 plainly labeled.
6. This permit will expire on 04-sep-2018
7. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, is declared by the District Governing Board, the permittee must adhere to the water shortage restriction as specified by the District, even though the specified water shortage restrictions may be inconsistent with the terms and conditions of this permit.
8. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District, or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
9. Legal uses of water existing at the time of the permit application may not be

interfered with by the consumptive use. If unanticipated interference occurs, the District may revoke the permit in whole or in part to curtail or abate the interference unless the permittee mitigates for the interference. In those cases where other permit holders are identified by the District as also contributing to the interference, the permittee may choose to mitigate in a cooperative effort with these other permittees. The permittee must submit a mitigation plan to the District for approval prior to implementing such mitigation.

10. Off site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.
11. The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, Florida Administrative Code.
12. A District issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.
13. Prior to beginning usage, surface water pumps no.Æs 1, 2, 3, 4, 5 and 6, as listed on the application, must be equipped with totalizing flow meters. The meters must maintain 95% accuracy, be verifiable and be installed according to the manufacturer's specifications. Documentation (i.e. manufacturer's specifications and a photo) of the proper installation of this meter must be submitted to the District within 30 days of meter installation.
14. Total withdrawals from surface water pump station no.Æs 1 (which includes pumps no's 1, 2, 3 and 4) surface water pump station no. 2 (which includes surface water pump no's 5 and 6), as listed on the application, must be recorded continuously, totaled monthly, and reported to the District at least every six months from the initiation of the monitoring using District Form No. EN-50. The reporting dates will be as follows:  
Reporting Period...Report Due Date  
January - June...July 31  
July - December...January 31

15. The permittee must maintain all flow meters. In case of failure or breakdown of any meter, the District must be notified in writing within days of its discovery. A defective meter must be repaired or replaced within 30 days of its discovery.
16. The Permittee must have all flow meters checked for accuracy at least once every 3 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District Form No. EN-51 must be submitted to the District within 10 days of the inspection/calibration.
17. The permittee must follow the recommendations set forth in the Florida Lawn Maintenance Manual compiled and published by the Institute of Food and Agricultural Science at the University of Florida.
18. Within 30 days of beginning of operation of the stormwater management system for irrigation, as permitted pursuant to MSSW 4-1090195A, the permittee shall submit as-built plans which include the elevation (NGVD) at which the float valves for the surface water pump station in Lake no. 12 and the surface water pump station for Lake no. 22, as listed on the Technical Staff Report are set. These elevations must be surveyed by a licensed and registered surveyor and submitted to the District along with the as-builts. These staff gauges must be installed within 10 feet of each of the aforementioned withdrawal stations. Elevations on the staff gauges must be boldly and permanently marked in 1/2 foot increment levels between the elevations of 5.0' and 6.0' NGVD for lake no. 12 and lake no. 22.  
  
In addition, the normal water elevation of 6.0' must be distinctively marked on each staff gauge.
19. If and when reclaimed water, becomes available, reclaimed water will become the primary irrigation source with surface water from the stormwater management system and surface water from Six Mile Creek becoming the secondary sources. The permittee must accept and utilize reclaimed water to meet the needs of this project when feasible pursuant to District rules and applicable state law.
20. The permittee must augment lake no. 22 with surface water from Six Mile Creek

when the lake level drops to elevation 5.0Æ NGVD and cease augmentation when the water level is between 5.7Æ - 6.0Æ NGVD in accordance with the permitteeÆs submittal to the District dated August 11, 1998.

21. The maximum annual withdrawals for the King & the Bear Golf Course must not exceed 180.400 million gallons.
22. The golf courses main irrigation controller is equipped with a rain sensor. The rain sensor must be maintained and operational, pursuant to the manufacturers specifications for permit duration.
23. In the event that surface water from the permittee's stormwater management system is not available in the amount necessary to satisfy the permittees irrigation requirements, as recommended by IFAS, the permittee may exceed the surface water allocation from Six Mile Creek as long as the surface water from the stormwater management system is used first, pursuant to the protocol described in the permittee's application and does not exceed the District's total annual recommended irrigation allocation.
24. The maximum annual withdrawals for the site The King & The Bear Golf Course must not exceed 180.400 million gallons.
25. The Maximum annual withdrawals of Surface Water from (the) river for Fairways must not exceed:
  - 114.620 million gallons from/for 19-Mar-1999 to 18-Sep-1999
  - 40.000 million gallons from/for 19-Sep-1999 to 18-Jan-2000
  - 117.100 million gallons from/for 19-Jan-2000 to 18-Jan-2018
  - 64.940 million gallons from/for 19-Jan-2018 to 4-Sep-2018
26. The Maximum annual withdrawals of Surface Water from (the) stormwater for Fairways must not exceed:
  - 63.300 million gallons from/for 19-Mar-1999 to 18-Sep-1999
  - 20.000 million gallons from/for 19-Sep-1999 to 18-Jan-2000
  - 63.300 million gallons from/for 19-Jan-2000 to 18-Jan-2018
  - 55.320 million gallons from/for 19-Jan-2018 to 4-Sep-2018

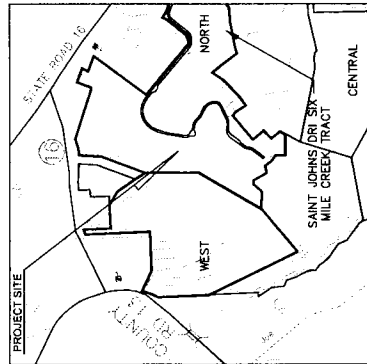
# KING & THE BEAR REUSE POND DESIGN

PREPARED FOR

## ST. JOHNS COUNTY UTILITY DEPARTMENT

1205 STATE ROAD 16  
ST. AUGUSTINE, FLORIDA 32084  
PHONE: (904) 209-2626  
FAX: (904) 209-2627

ST. JOHNS COUNTY, FLORIDA



LOCATION MAP  
N.T.S.

**ETM**  
VISION - EXPERIENCE - RESULTS

England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
St. Augustine, FL 32086  
TEL: (904) 422-8920  
FAX: (904) 846-9485  
CA - 00002584, LC - 0000316

ST. JOHNS COUNTY UTILITY DEPARTMENT PROJECT NUMBER  
4488-56302-6419-53180

SHEET NUMBER	DRAWING INDEX	REVISION
1	COVER	
2	GENERAL NOTES AND LEGEND	
3	MASTER SITE PLAN	
4	RECLAIMED WATER MAIN PLAN	
5	REUSE SYSTEM DETAILS	
6	MASTER REUSE PLAN	
7	REUSE SYSTEM DETAILS	
8	SEWAGE AND EROSION CONTROL PLAN	
9	SEWAGE AND EROSION CONTROL DETAILS	
10	CONTRACTOR'S EROSION CONTROL PLAN	
11	SHOP CONTRACTOR'S CERTIFICATION	
12	ELECTRICAL PLAN	
13	SOLID GENERAL NOTES	
14	SOLID GENERAL DETAILS	
15	SOLID GENERAL WATER DETAILS	

COVER

DRAWING NUMBER

1

KING & THE BEAR REUSE POND DESIGN  
ST. JOHNS COUNTY UTILITY DEPARTMENT  
ST. JOHNS COUNTY, FLORIDA

**ETM**  
VISION - EXPERIENCE - RESULTS

England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
St. Augustine, FL 32086  
TEL: (904) 422-8920  
FAX: (904) 846-9485  
CA - 00002584, LC - 0000316

ETM NO. E-15-043  
REVISIONS

DESIGNED BY: RM
CHECKED BY: RM
DATE: 06/23/2015

PLANS PREPARED UNDER THE  
DIRECTION OF:  
P.E. NUMBER: 77263  
LINDSAY KELLER



3  
SHEET NUMBER

# MASTER SITE PLAN

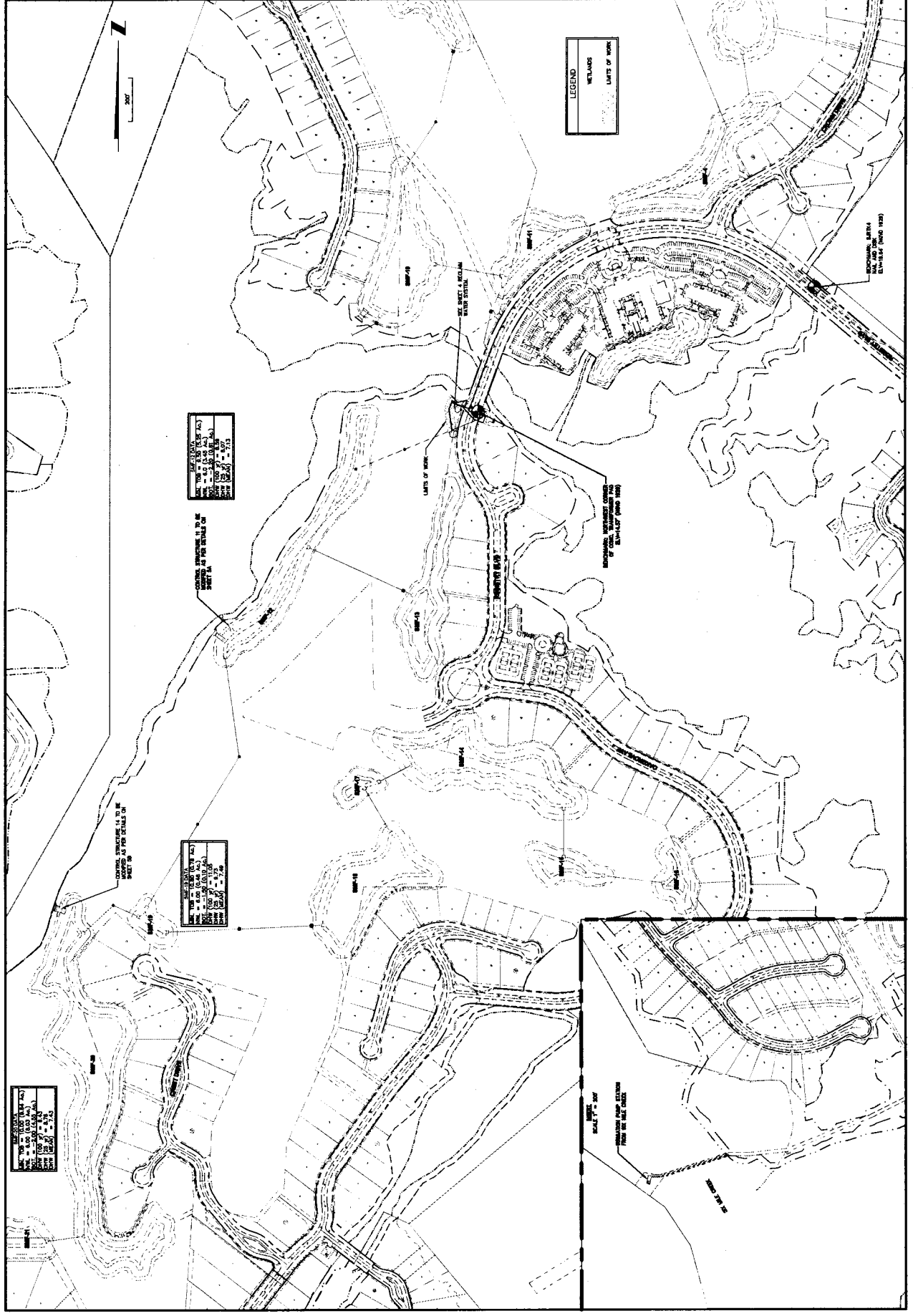
KING & THE BEAR REUSE POND DESIGN  
ST. JOHNS COUNTY UTILITY DEPARTMENT  
ST. JOHNS COUNTY, FLORIDA



Engineers - Thomas & Thomas, Inc.  
14150 NW 24th Avenue  
Davie, Florida 33317  
TEL: (954) 844-8888  
FAX: (954) 844-8818  
CA. LICENSE NO. 13-04318

ETM NO. E-13-043  
REVISIONS  
DRAWN BY: SLW  
CHECKED BY: BLW  
DATE: 08/23/2015

PLANS PREPARED UNDER THE  
DIRECTION OF:  
PROJECT NUMBER: 77763  
PROJECT NAME: KING & THE BEAR REUSE POND DESIGN



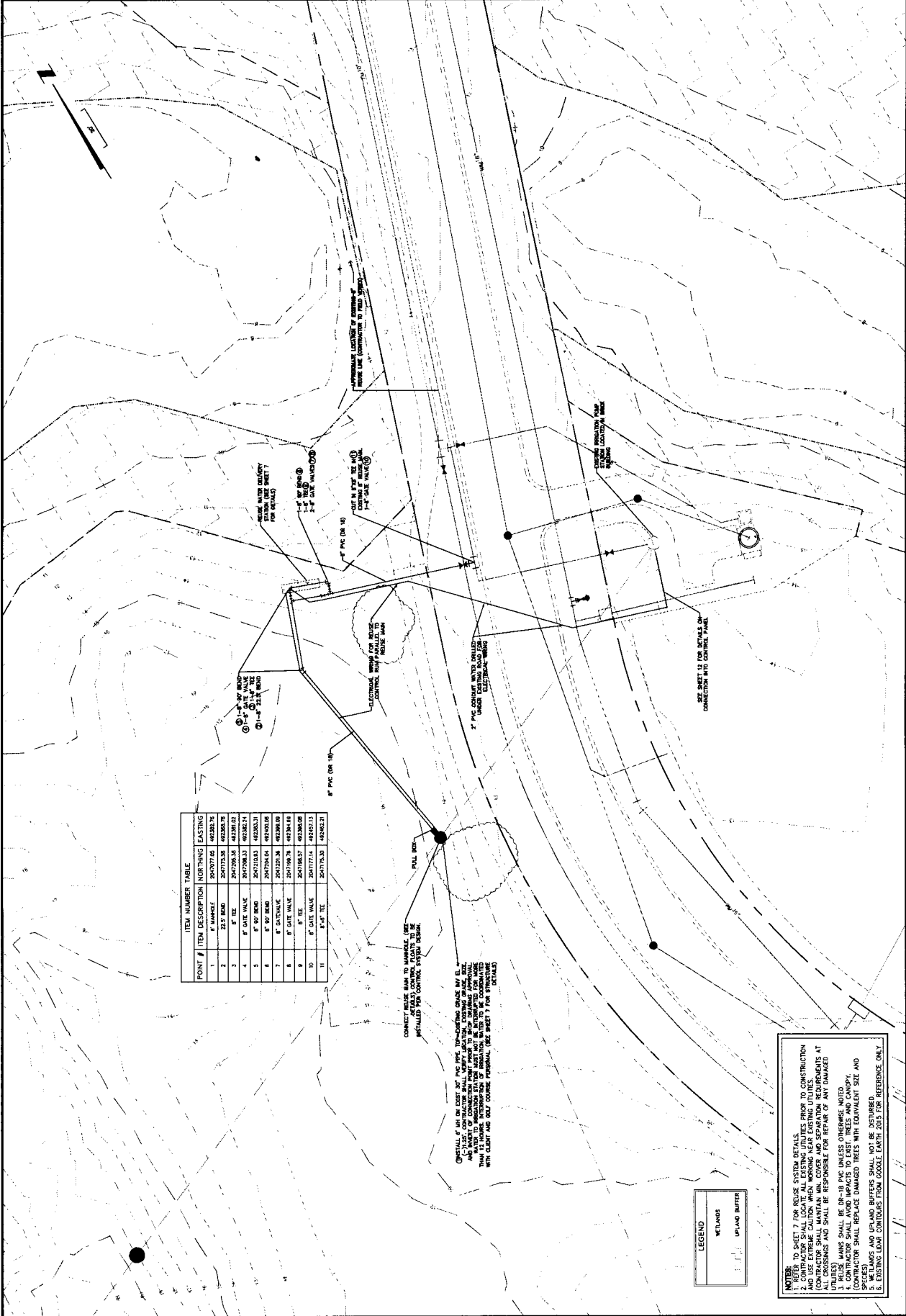


RECLAIMED WATER MAIN PLAN  
 DRAINAGE NUMBER  
**4**

ETM  
 ENGINEERING, TRADING & TRADING, INC.  
 10000 W. UNIVERSITY BLVD.  
 SUITE 100  
 TAMPA, FL 33613  
 TEL: 813.973.8888  
 FAX: 813.973.8888  
 CA 00000000 LC 00000016

ETM NO. E-13-043  
 REVISIONS  
 DESIGNED BY: M.A.  
 CHECKED BY: P.W.A.  
 DATE: 06/22/2015

PLANS PREPARED UNDER THE  
 DIRECTION OF:  
 TINSLEY KEELER  
 P.E. NUMBER: 77763

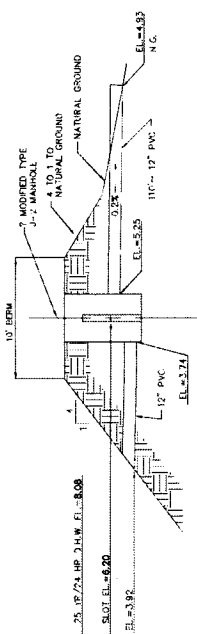


POINT #	ITEM DESCRIPTION	NORTHING	EASTING
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2	24" BOND	2047123.35	462868.76
3	8" VALVE	2047258.35	462872.02
4	8" GATE VALVE	2047258.35	462872.02
5	8" 90° BOND	2047103.17	462853.11
6	8" 90° BOND	2047258.35	462858.08
7	8" 90° BOND	2047258.35	462858.08
8	8" 90° BOND	2047258.35	462858.08
9	8" 90° BOND	2047258.35	462858.08
10	8" 90° BOND	2047258.35	462858.08
11	8" 90° BOND	2047258.35	462858.08
12	8" 90° BOND	2047258.35	462858.08
13	8" 90° BOND	2047258.35	462858.08
14	8" 90° BOND	2047258.35	462858.08
15	8" 90° BOND	2047258.35	462858.08
16	8" 90° BOND	2047258.35	462858.08
17	8" 90° BOND	2047258.35	462858.08
18	8" 90° BOND	2047258.35	462858.08
19	8" 90° BOND	2047258.35	462858.08
20	8" 90° BOND	2047258.35	462858.08

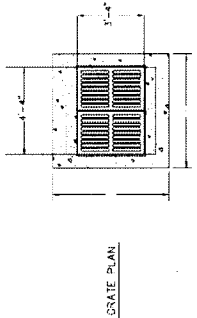
CONTRACTOR SHALL VERIFY ALL MANHOLE AND VALVE LOCATIONS AND DEPTHS AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL AVOID IMPACTS TO EXISTING TREES AND CROPS. CONTRACTOR SHALL REPLACE DAMAGED TREES WITH EQUIVALENT SIZE AND SPECIES. CONTRACTOR SHALL AVOID IMPACTS TO EXISTING WELLS AND UPLAND BUTTERS. CONTRACTOR SHALL AVOID IMPACTS TO EXISTING LIDAR CONTOURS FROM GOOGLE EARTH 2015 FOR REFERENCE ONLY.

LEGEND  
 WELLS  
 UPLAND BUTTER

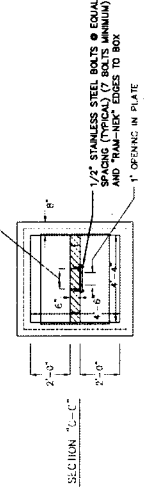
NOTES:  
 1. REFER TO SHEET 7 FOR REUSE POND DETAILS.  
 2. CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND USE EXTREME CAUTION WHEN WORKING NEAR EXISTING UTILITIES.  
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO UTILITIES.  
 4. CONTRACTOR SHALL AVOID IMPACTS TO EXISTING TREES AND CROPS.  
 5. CONTRACTOR SHALL REPLACE DAMAGED TREES WITH EQUIVALENT SIZE AND SPECIES.  
 6. CONTRACTOR SHALL AVOID IMPACTS TO EXISTING WELLS AND UPLAND BUTTERS.  
 7. CONTRACTOR SHALL AVOID IMPACTS TO EXISTING LIDAR CONTOURS FROM GOOGLE EARTH 2015 FOR REFERENCE ONLY.



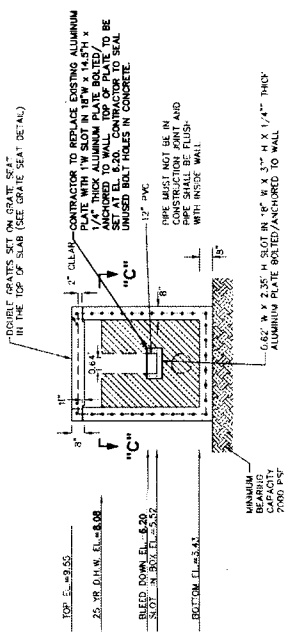
**CONTROL STRUCTURE DETAILS**  
**LAKE NO. 12 CS-11**  
 V. 1" = 5'  
 H. 1" = 5'



GATE PLAN

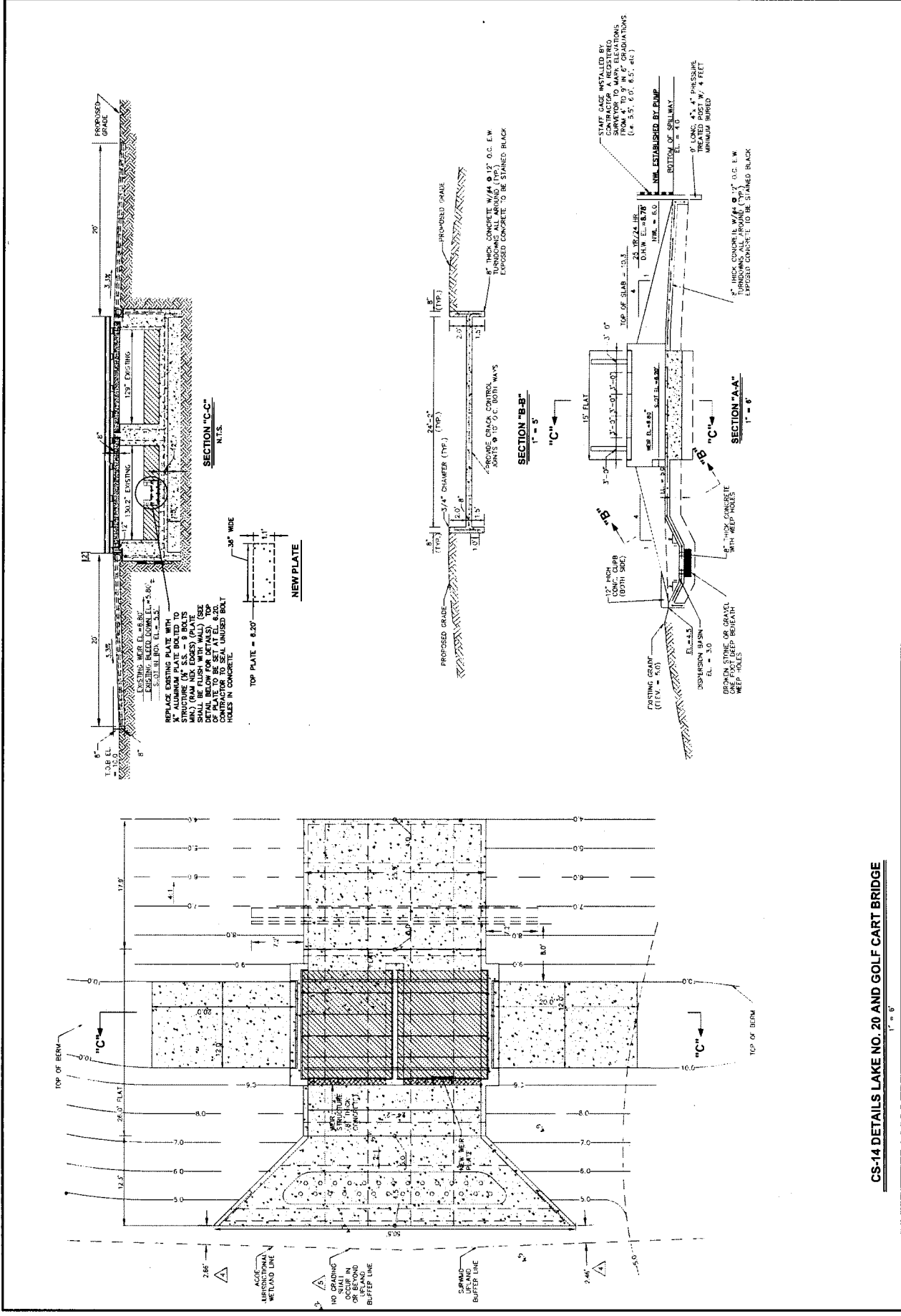


SECTION "C-C"



**MODIFIED STORM SEWER**  
**TYPE J-2 MANHOLE**  
**LAKE NO. 12 CS-11**  
 SCALE: 1" = 3'

E.T.M. No. E-10-043 REVISIONS PLANS PREPARED UNDER THE DIRECTORSHIP OF: FRANK KELLER P.E. NUMBER 27723	DATE: 06/22/2015 DESIGNED BY: P.M.A. CHECKED BY: B.M. DRAWN BY: B.M.	<b>ETM</b> ENGINEERING, TRAINING & TENDER, INC. 1000 E. 10th Avenue Suite 100 Ft. Lauderdale, FL 33304 (954) 349-8000 FAX: (954) 349-8001 CA. LICENSE NO. 00001211	<b>KING &amp; THE BEAR REUSE POND DESIGN</b> <b>ST. JOHNS COUNTY UTILITY DEPARTMENT</b> <b>ST. JOHNS COUNTY, FLORIDA</b>	<b>DRAINAGE DETAILS</b> <b>5B</b> DRAWING NUMBER
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CS-14 DETAILS LAKE NO. 20 AND GOLF CART BRIDGE  
1" = 6"

MASTER REUSE PLAN

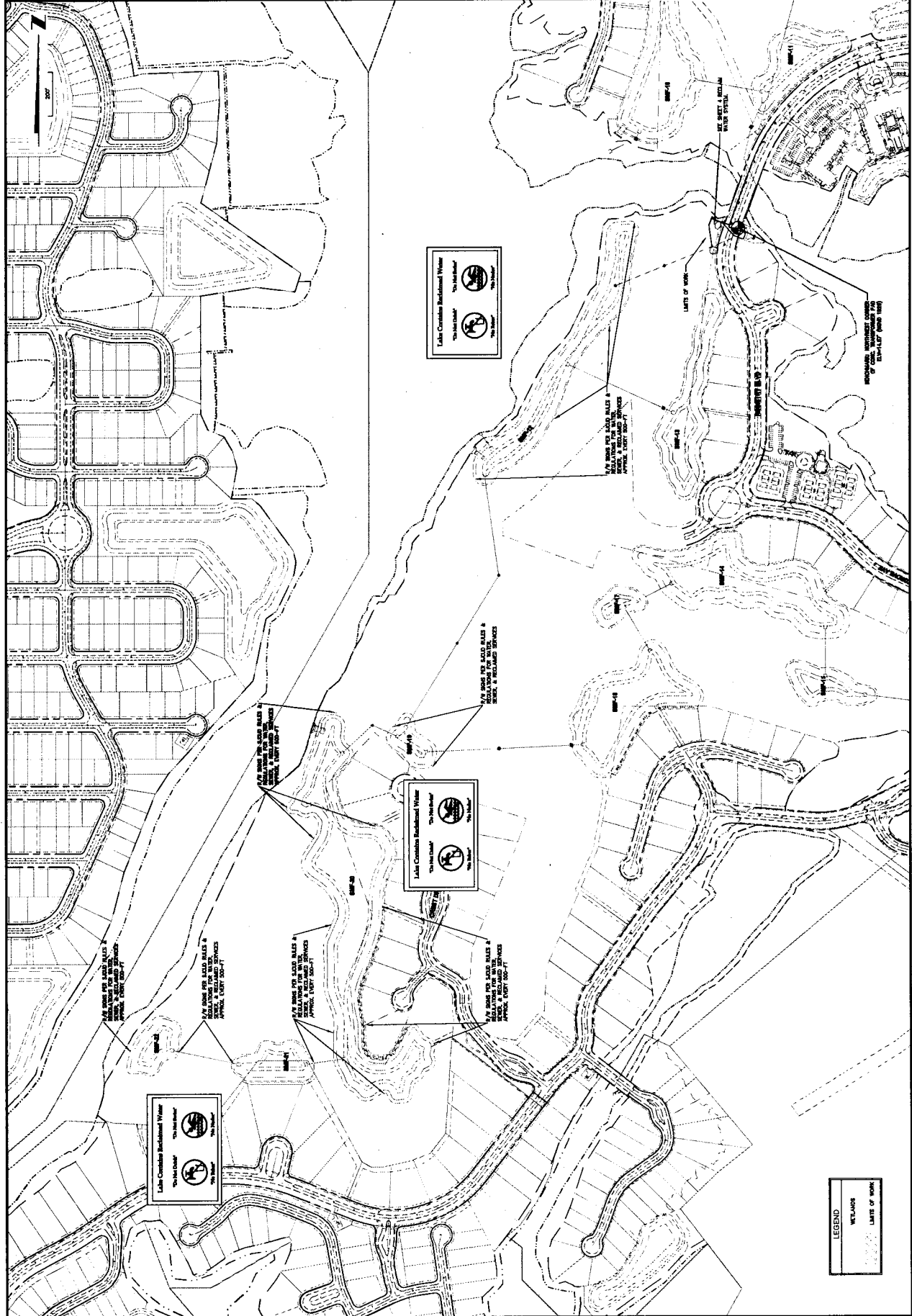
KING & THE BEAR REUSE POND DESIGN  
ST. JOHNS COUNTY UTILITY DEPARTMENT  
ST. JOHNS COUNTY, FLORIDA



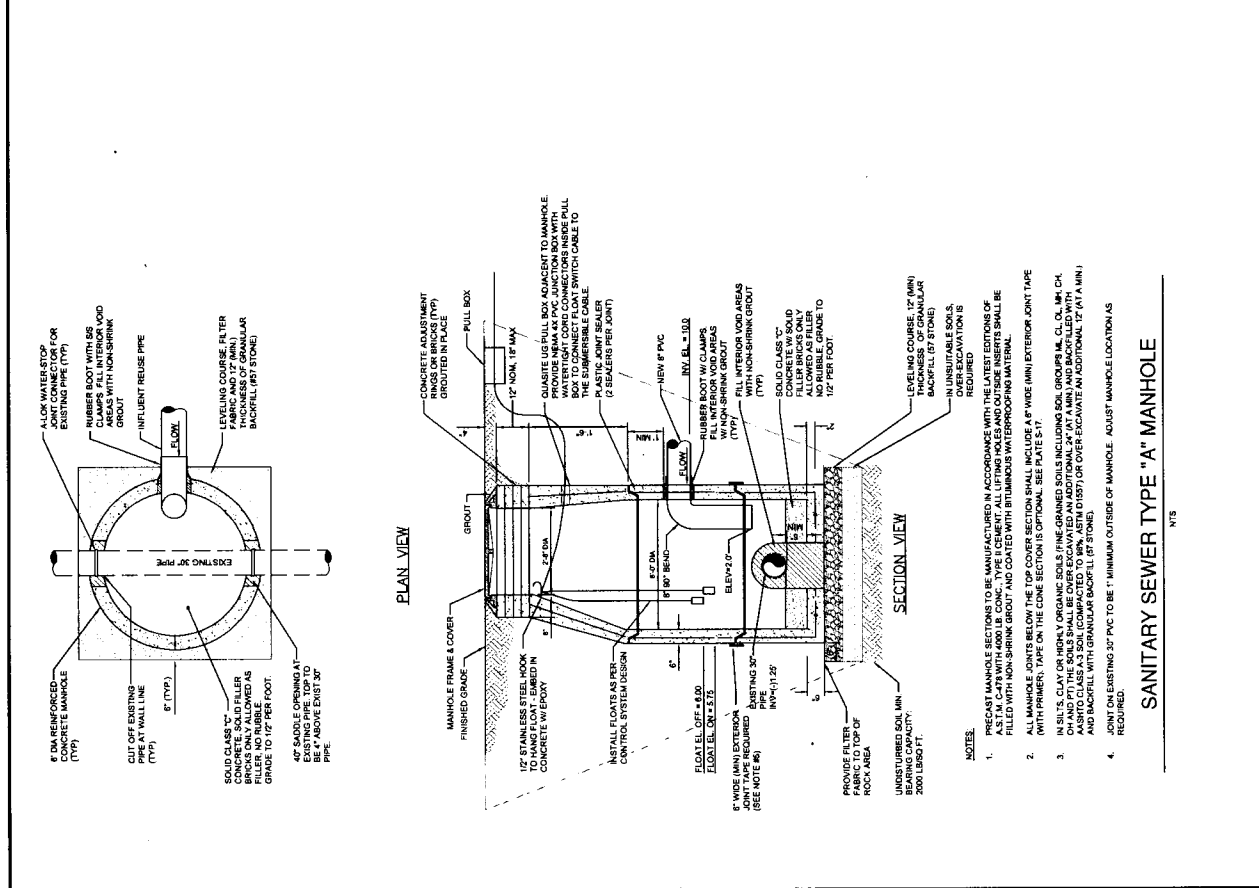
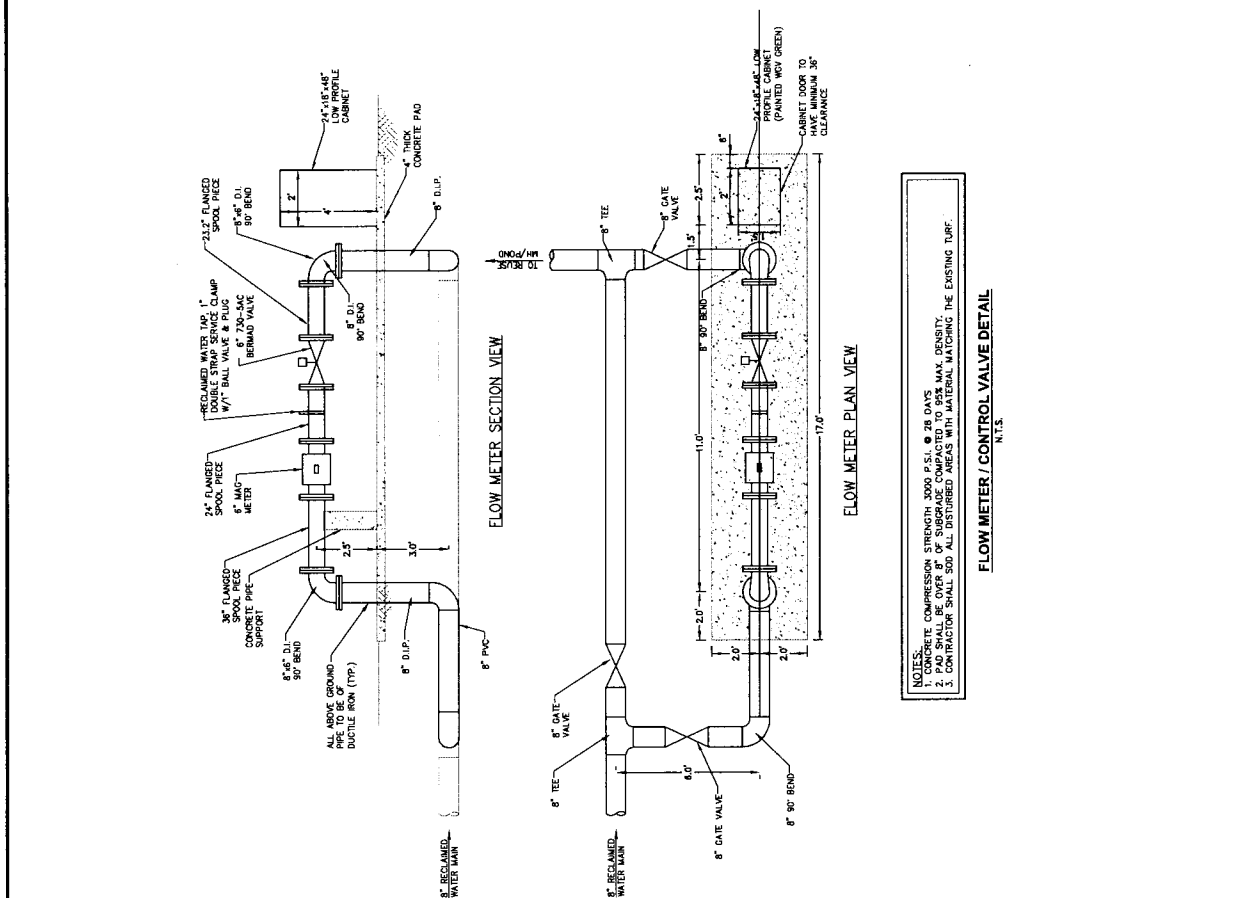
VISION • EXPERTISE • RESULTS  
TEL: 904.642.8888  
FAX: 904.642.8888  
Address: 1111 N. W. 10th Street  
Tallahassee, FL 32304  
Engineering: Thomas A. Frazier, P.E.  
1715-0437-Design/Plan/Map-02-04-15-15-03-000

DATE: 06/23/2015
DESIGNED BY: R. MA
DRAWN BY: R. MA
ETM NO.: E-15-043
REVISIONS:

PLANNED AUGUST 6, 2015 - 1:52 PM BY: JAMES W. KILPATRICK  
P.L. NUMBER: 77763  
DIRECTION OF: JAMES PREPARED UNDER THE



LEGEND  
WETLANDS  
LIMITS OF WORK



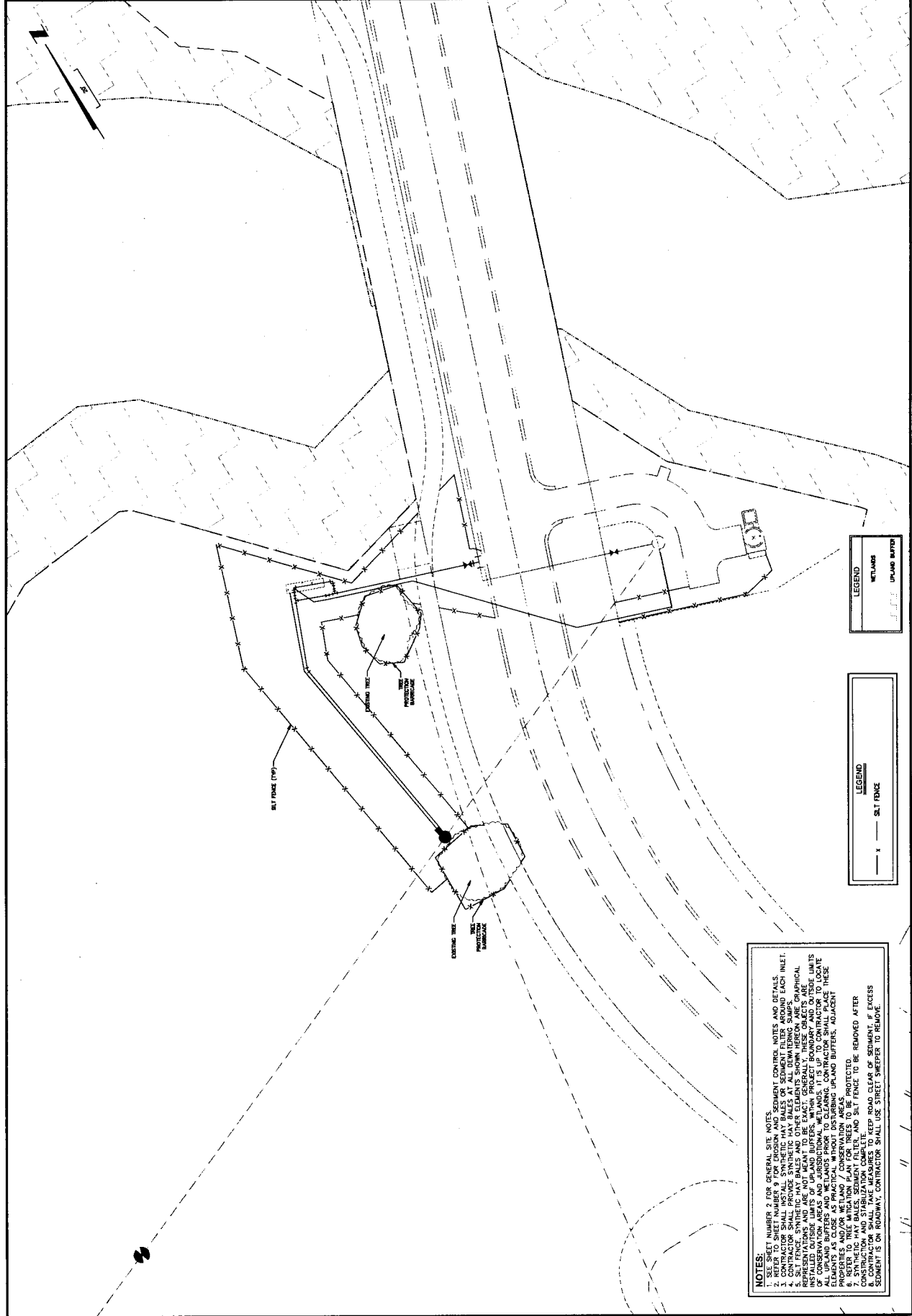
**SEDIMENT AND EROSION CONTROL PLAN**  
**KING & THE BEAR REUSE POND DESIGN**  
**ST. JOHNS COUNTY UTILITY DEPARTMENT**  
**ST. JOHNS COUNTY, FLORIDA**



ETM  
 ENGINEERING - DESIGN - CONSTRUCTION - MAINTENANCE  
 1401 W. UNIVERSITY BLVD.  
 SUITE 100  
 AUSTIN, TEXAS 78705  
 TEL: (512) 426-8888  
 FAX: (512) 426-8888  
 CA. LICENSE NO. 000018

DATE: 08/23/2015  
 CHECKED BY: R. WA  
 DESIGNED BY: B.W.  
 DRAWN BY: B.W.  
 ERM NO. E-15-043

PLANS PREPARED UNDER THE  
 DIRECTION OF:  
 LINDSAY KELLY  
 P.E. NUMBER: 77763  
 PLOTTED August 9, 2015 1:53 PM BY: Lindsay Kelly



- NOTES:**
1. SEE SHEET NUMBER 2 FOR GENERAL SITE NOTES, SEDIMENT CONTROL NOTES AND DETAILS.
  2. CONTRACTOR SHALL INSTALL SYNTHETIC CHAIN LINK BARS OR SEDIMENT FILTER AROUND EACH INLET.
  3. CONTRACTOR SHALL PROVIDE SINKING CHAIN LINK BARS TO DOWN SLOPE AND GRASSHOPPER REPRESENTATIONS AND ARE NOT MEANT TO BE EXACT. GENERALLY, THESE OBJECTS ARE PLACED AT THE INTERSECTION OF CONSERVATION AREAS AND JURISDICTIONAL WETLANDS. IT IS UP TO CONTRACTOR TO LOCATE ALL UPLAND BUFFERS AND WETLANDS PRIOR TO CLEARING. CONTRACTOR SHALL PLACE THESE REPRESENTATIONS AND JURISDICTIONAL WETLANDS WITHIN UPLAND BUFFERS, ADJACENT PROPERTIES AND/OR WETLAND / CONSERVATION AREAS.
  4. REFER TO TREE MITIGATION PLAN FOR TREES TO BE PROTECTED.
  5. CONTRACTOR SHALL REMOVE ALL ST. FENCE TO BE REMOVED AFTER CONSTRUCTION AND STABILIZATION COMPLETE.
  6. CONTRACTOR SHALL REMOVE ALL ST. FENCE TO BE REMOVED AFTER CONSTRUCTION AND STABILIZATION COMPLETE.
  7. CONTRACTOR SHALL REMOVE ALL ST. FENCE TO BE REMOVED AFTER CONSTRUCTION AND STABILIZATION COMPLETE.
  8. CONTRACTOR SHALL REMOVE ALL ST. FENCE TO BE REMOVED AFTER CONSTRUCTION AND STABILIZATION COMPLETE.







**SWPPP CONTRACTORS**  
**CERTIFICATION**  
**KING & THE BEAR REUSE POND DESIGN**  
**ST. JOHNS COUNTY UTILITY DEPARTMENT**  
**ST. JOHNS COUNTY, FLORIDA**



UNION - PERFORMANCE - INTEGRITY  
ETM  
10000 W. UNIVERSITY BLVD.  
SUITE 1000  
ORLANDO, FL 32817  
TEL: 407.241.4400  
FAX: 407.241.4401  
CA. LICENSE NO. LC-0000018

ETM NO. E-19-043  
REVISIONS  
REASON: \_\_\_\_\_  
DATE: 08/29/2013  
DESIGNED BY: M. MA  
CHECKED BY: M. MA  
DATE: 08/29/2013

PLANS PREPARED UNDER THE  
DIRECTION OF:  
PROJECT NUMBER: 77763  
PROJECT: August 8, 2013 - 1:33 PM, BT, Lindsay Keller

FOR AGENCY REVIEW ONLY - NOT FOR CONSTRUCTION

NOTE TO CONTRACTOR:  
THIS IS THE CONTRACTOR'S CERTIFICATION REQUIRED BY THE EPA'S NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER POLLUTION PREVENTION PLAN FOR CONSTRUCTION SITES. THIS CERTIFICATION MUST BE COMPLETED BEFORE AND AFTER EVERY RAINFALL EVENT OVER 0.25 INCHES. IT SHOULD BE REMOVED FROM THE PLAN SET AND DUPLICATED AS KEPT BY THE CONTRACTOR.

PAGE 3 OF 4

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE \_\_\_\_\_

MAINTENANCE REQUIRED FOR STABILIZED CONSTRUCTION ENTRANCE:

DOES MUCH IS THE GRAVEL USE THE BENEATH THE ENTRANCE TO STABILIZED ENTRANCE TO LEAVE THE SITE ? (IF APPLICABLE)	IS THE GRAVEL BENEATH THE ENTRANCE TO STABILIZED ENTRANCE TO LEAVE THE SITE ? (IF APPLICABLE)	SEALANTS	ROAD ?
---	---	----------	--------

OTHER CONTROLS

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE \_\_\_\_\_

MAINTENANCE REQUIRED FOR SEDIMENT BASIN:

DEPTH OF SEDIMENT	DEPTH OF SEDIMENT	ANY EVIDENCE OF CONDITION OF OUTFALL FROM SEDIMENT BASIN	IN BASIN	SIDE BASIN	EMBANKMENT ?
-------------------	-------------------	--	----------	------------	--------------

SEDIMENT BASIN

**STORM WATER POLLUTION PREVENTION PLAN**  
**INSPECTION AND MAINTENANCE REPORT FORM**  
**KING & THE BEAR REUSE POND DESIGN**

PAGE 4 OF 4

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

REASONS FOR CHANGES:

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:

**STORM WATER POLLUTION PREVENTION PLAN**  
**INSPECTION AND MAINTENANCE REPORT FORM**  
**KING & THE BEAR REUSE POND DESIGN**

PAGE 1 OF 4

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE \_\_\_\_\_

STABILIZATION REQUIRED:

INSPECTION AREA	DATE SINCE DATE OF STABILIZED NEXT	DATE OF STABILIZED NEXT	STABILIZED WITH	CONDITION
-----------------	------------------------------------	-------------------------	-----------------	-----------

STABILIZATION MEASURES

DAYS SINCE LAST RAINFALL: \_\_\_\_\_ AMOUNT OF LAST RAINFALL: \_\_\_\_\_ INCHES

INSPECTOR'S QUALIFICATIONS:

INSPECTOR: \_\_\_\_\_

THIS IS THE CONTRACTOR'S CERTIFICATION REQUIRED BY THE EPA'S NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER POLLUTION PREVENTION PLAN FOR CONSTRUCTION SITES OVER 5 ACRES. THIS CERTIFICATION MUST BE COMPLETED BEFORE AND AFTER EVERY RAINFALL EVENT OVER 0.25 INCHES.

**STORM WATER POLLUTION PREVENTION PLAN**  
**INSPECTION AND MAINTENANCE REPORT FORM**  
**KING & THE BEAR REUSE POND DESIGN**

PAGE 2 OF 4

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE \_\_\_\_\_

MAINTENANCE REQUIRED FOR CATCH BASIN/CURB INLETS/OUTFALLS TURBIDITY CONTROLS:

STRUCTURE/OUTFALL	ARE TURBIDITY CONTROLS IN PLACE OR PASSING ?	ARE TURBIDITY CONTROLS IN NEED OF REPLACING ?	DOES SILT NEED TO BE REMOVED FROM AROUND ?
-------------------	--	---	--

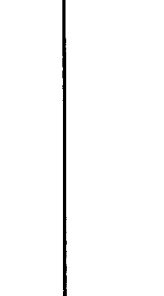
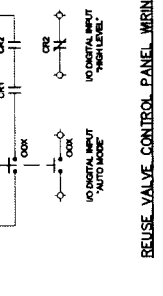
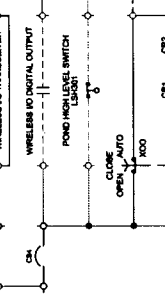
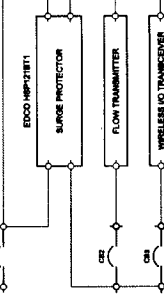
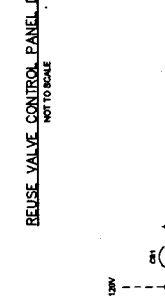
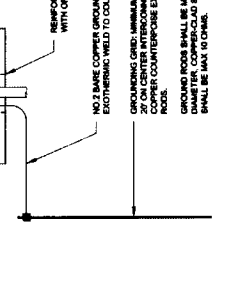
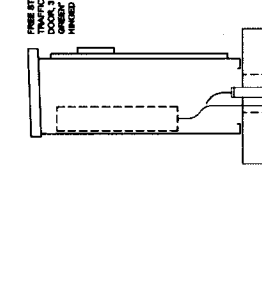
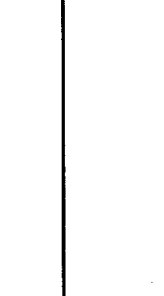
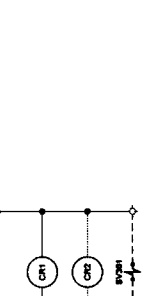
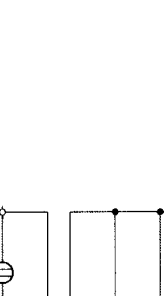
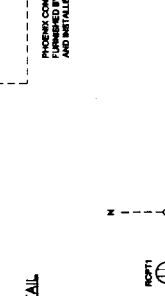
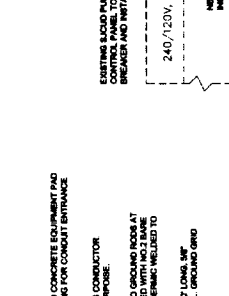
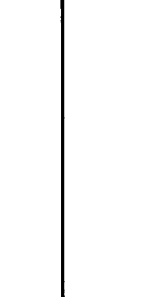
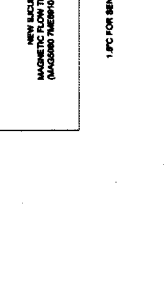
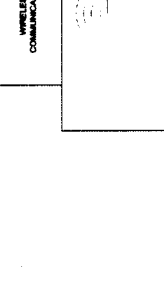
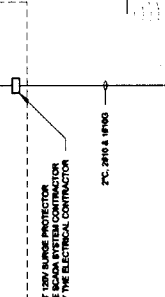
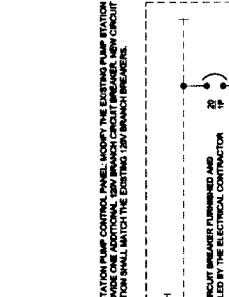
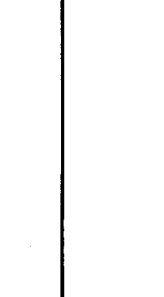
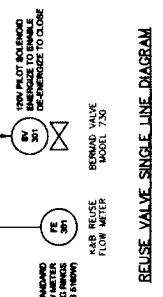
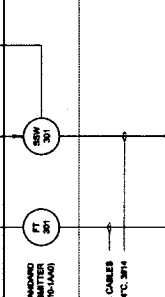
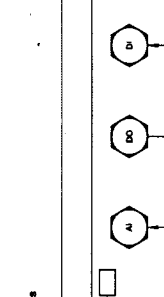
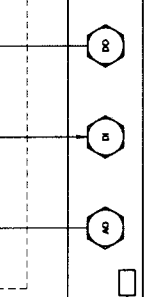
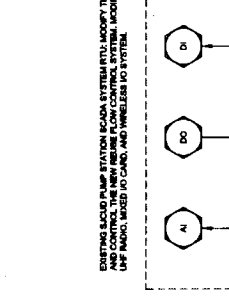
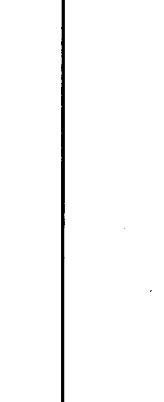
MAINTENANCE REQUIRED FOR EARTH DIMES/SWALS:

DATE:	FROM	TO	IS THERE EVIDENCE OF WASHOUT OR OVERTOPPING ?	IS DIME/SWALE STABILIZED ?
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EARTH DIMES/SWALS

**STORM WATER POLLUTION PREVENTION PLAN**  
**INSPECTION AND MAINTENANCE REPORT FORM**  
**KING & THE BEAR REUSE POND DESIGN**

- NOTES:**
- THE CONTRACTOR SHALL VERIFY THE SITE CONDITIONS AND TO EVALUATE EXISTING CONDITIONS. INSTALLATION OF THE NEW FACILITIES SHALL BE IN ACCORDANCE WITH THE CONDITIONS OF THE EXISTING FACILITIES. THE DURATION OF POWER SHALL BE SCHEDULED WITH AND APPROVED BY SUDCO.
  - THE EXISTING SUDCO LIFT STATION RTU SHALL REMAIN IN PLACE. THE NEW SUDCO SYSTEM SHALL BE MODIFIED AS REQUIRED TO FULLY INCORPORATE THE NEW FACILITIES.
  - THE CONTRACTOR SHALL VERIFY THE SERVICES OF THE SUDCO SUDCO SYSTEM AND THE EXISTING SUDCO SYSTEM. THE CONTRACTOR SHALL VERIFY THE SERVICES OF THE SUDCO SUDCO SYSTEM AND THE EXISTING SUDCO SYSTEM. THE CONTRACTOR SHALL VERIFY THE SERVICES OF THE SUDCO SUDCO SYSTEM AND THE EXISTING SUDCO SYSTEM.
  - THE SUDCO SYSTEM SHALL INCLUDE BUT SHALL NOT BE LIMITED TO THE NEW RTU, MODULAR, WIRELESS IO SYSTEM, REUSE VALVE CONTROL PANEL, MAGNETIC FLOW METER, AND BURGE PROTECTOR.
  - THE CONTRACTOR SHALL COORDINATE THE SUDCO SYSTEM AND INSTRUMENTATION SYSTEMS WITH THE SUDCO SYSTEM. THE CONTRACTOR SHALL VERIFY THE SERVICES OF THE SUDCO SUDCO SYSTEM AND THE EXISTING SUDCO SYSTEM. THE CONTRACTOR SHALL VERIFY THE SERVICES OF THE SUDCO SUDCO SYSTEM AND THE EXISTING SUDCO SYSTEM.



**ST. JOHNS COUNTY UTILITY DEPARTMENT (SJCUD) GENERAL NOTES**  
**WASTEWATER SYSTEM NOTES:**

GENERAL:

AS-BUILTS:

NOTICE OF PROCEDURE:

STANDARD WATER/SEWER/RECLAIMED  
 WATER SEPARATION STATEMENT:

POTABLE WATER SYSTEMS NOTES:

HYDROSTATIC TESTING NOTES:

THE DETAILS/NOTES AS SHOWN ON THIS DRAWING  
 ARE THE WORK OF ST. JOHNS COUNTY UTILITY  
 DEPARTMENT. WE TAKE NO EXCEPTION TO THEIR DESIGN.

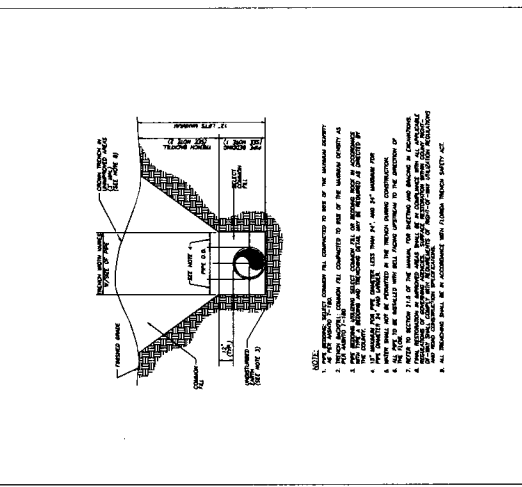
NO. BY	DATE	STANDARD	REVISIONS	NO. SHEETS	SHEET NO.	PROJECT NO.
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ST. JOHNS COUNTY  
 UTILITY DEPARTMENT  
 215 S. MARSH ROAD  
 PALM BEACH, FLORIDA 33480  
 PHONE (561) 971-3100 FAX (561) 441-7949

**KING & THE BEAR REUSE POND DESIGN**  
**GENERAL NOTES**

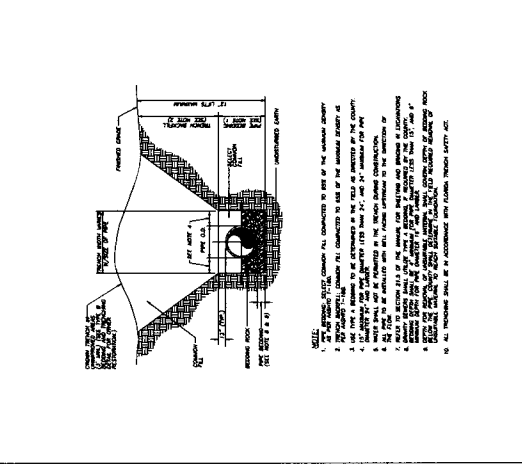
THE DETAILS/NOTES AS SHOWN ON THIS DRAWING  
TAKE PRECEDENCE OVER ANY OTHER DRAWING  
IF THERE IS A DISCREPANCY BETWEEN THE TWO  
DRAWINGS, THE DRAWING WITH THE LATEST DATE  
SHALL PREVAIL.



- NOTES:**
1. ALL TRENCHING SHALL BE ACCORDANCE WITH FLORIDA TRENCHING SAFETY ACT.
  2. ALL TRENCHING SHALL BE ACCORDANCE WITH FLORIDA TRENCHING SAFETY ACT.
  3. ALL TRENCHING SHALL BE ACCORDANCE WITH FLORIDA TRENCHING SAFETY ACT.
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REVISION	DATE	BY	DESCRIPTION

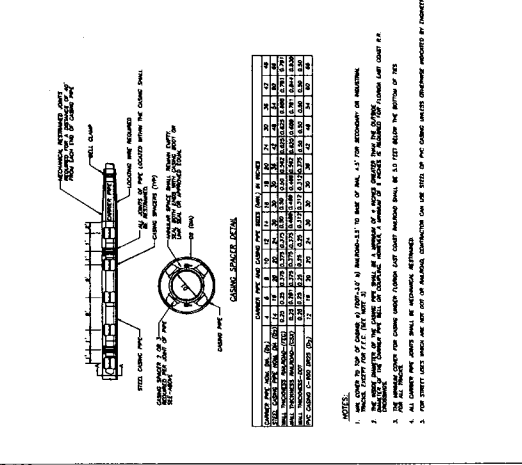
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BEDDING & TRENCHING  
PAGE: 14  
NO. SHEET: 14



- NOTES:**
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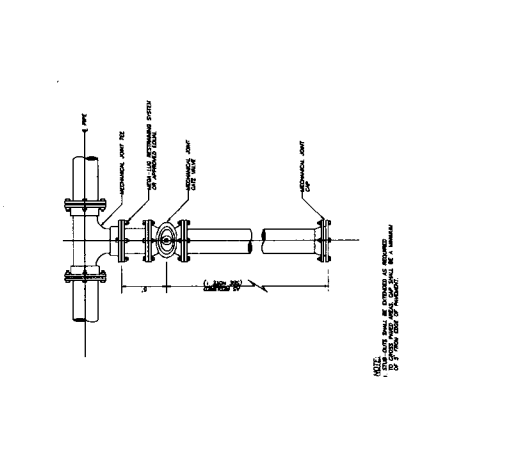
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TYPE A  
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PAGE: 13  
NO. SHEET: 13



- NOTES:**
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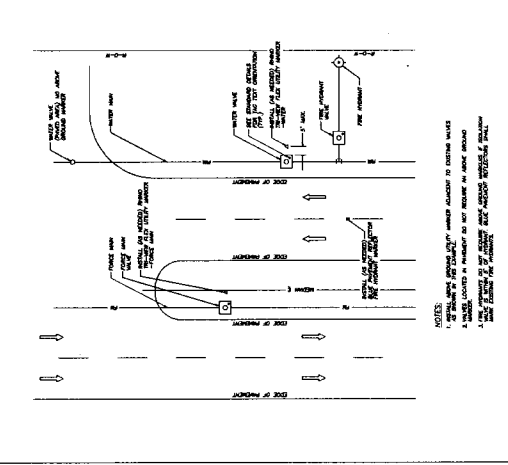
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NO. SHEET: 12



- NOTES:**
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REVISION	DATE	BY	DESCRIPTION

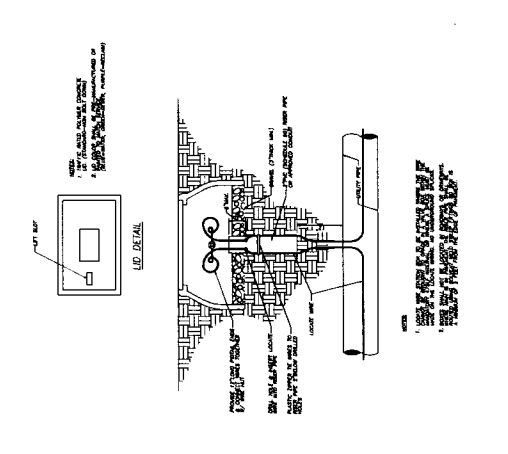
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PAGE: 7  
NO. SHEET: 7



- NOTES:**
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REVISION	DATE	BY	DESCRIPTION

SCALE: A.S.C.  
TYPICAL ABOVE GROUND UTILITY MARKERS INSTALLATION DETAIL  
PAGE: 19  
NO. SHEET: 19



- NOTES:**
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REVISION	DATE	BY	DESCRIPTION

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NO. SHEET: 16

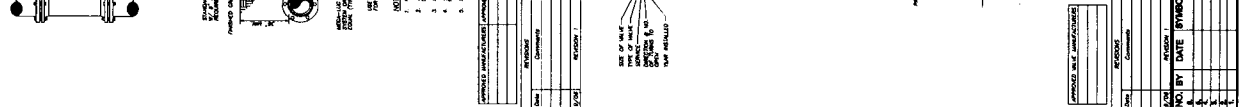
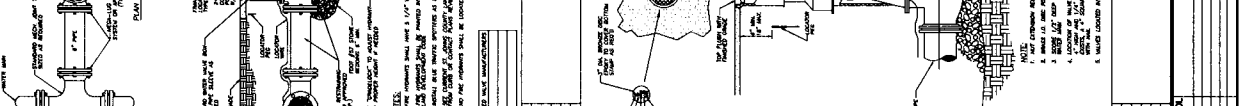
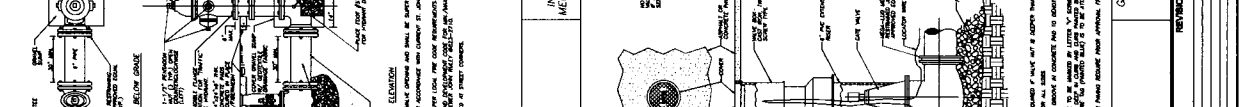
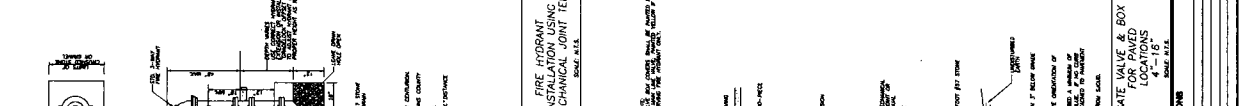
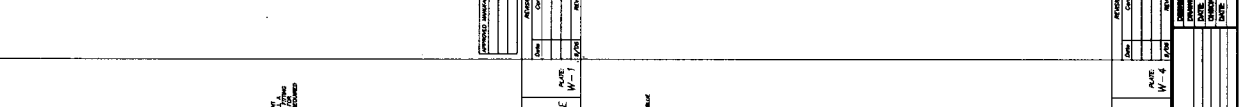
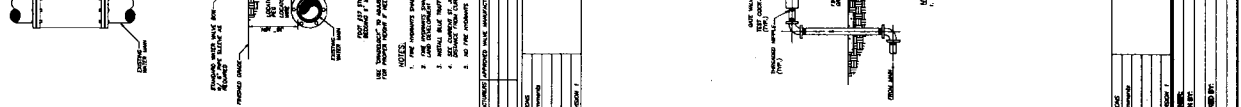
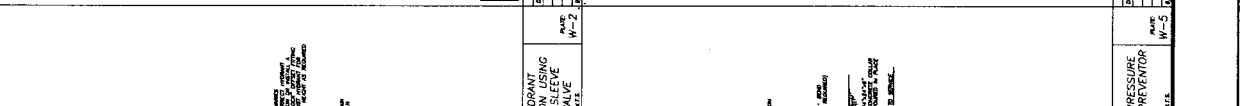
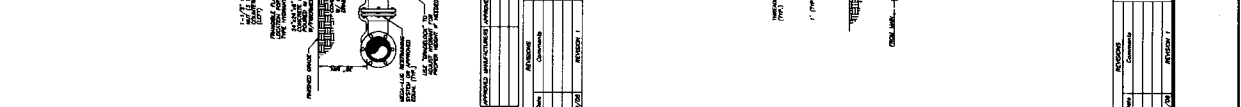
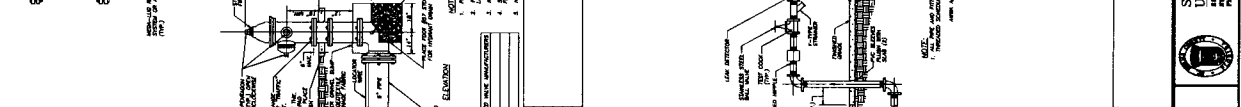
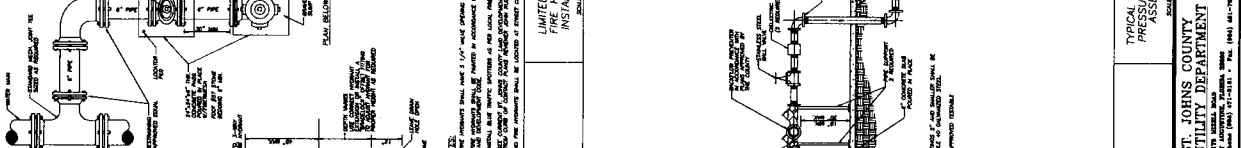
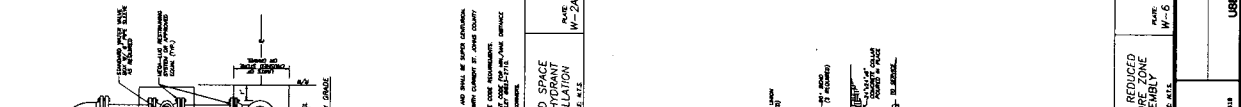
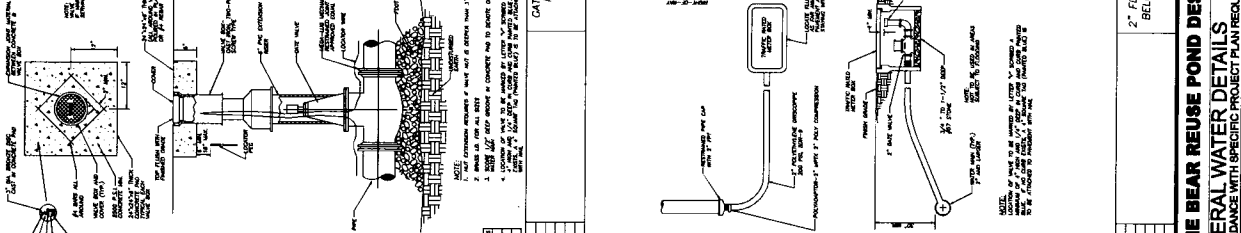
**ST. JOHNS COUNTY UTILITY DEPARTMENT**  
 1175 WINDY ROAD  
 PALM BAY, FL 32909  
 PHONE: (321) 721-1111 FAX: (321) 721-1112

**KING & THE BEAR REUSE POND DESIGN**  
 GENERAL DETAILS  
 USE DETAILS IN ACCORDANCE WITH SPECIFIC PROJECT PLAN REQUIREMENTS

NO. SHEET: 14  
 SHEET NO.: C-1  
 DRAWING NO.: W-14

**KING & THE BEAR REUSE POND DESIGN**  
**GENERAL WATER DETAILS**  
 USE DETAILS IN ACCORDANCE WITH SPECIFIC PROJECT PLAN REQUIREMENTS

ST. JOHNS COUNTY UTILITY DEPARTMENT  
 5175 WINDY ROAD  
 FLEMING, GA 31761  
 PHONE (706) 733-1811 FAX (706) 733-1788



**TEMPORARY CONSTRUCTION EASEMENT**

**THIS EASEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **HONOURS GOLF – WGV, LLC**, a Georgia limited liability company and its successors, whose address is 1960 Stonegate Drive Birmingham, AL 35242, grantor and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, grantee.

**WITNESSETH**, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor’s property as described below for such purposes as addition of necessary infrasture and site modification in order for acceptance of reuse water from the St. Johns County Utility Department (SJCUD) wastewater treatment plant (WWTP) and other uses as is reasonably necessary to enable the grantee to complete the King & Bear Reuse Project. This Easement is over the land in St. Johns County, Florida, described as follows:

**“LEGAL DESCRIPTION”** That portion of the real property conveyed by Scratch Golf Company to Honours Golf-WGV, LLC by deed recorded in Official Records Book 1540, page 936, of the public records of St. Johns County, Florida (the “Deed”), described as “Parcel 2” of Exhibit A of the Deed, said “Parcel 2” being more particularly described in Official Records Book 1540, pages 958 through 967, of the public records of St. Johns County, Florida.

It is understood and agreed by the parties hereto that the rights granted herein should terminate upon completion of construction. Upon completion of the project the property shall be returned to its original state.

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

Signed, sealed and delivered in  
Our presence as Witnesses:

GRANTOR:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_. Who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this \_\_\_\_ day of \_\_\_\_\_, 2013 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**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
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.