

RESOLUTION NO. 2025-235

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES, A BILL OF SALE WITH A SCHEDULE OF VALUES, RELEASE OF LIEN, AND WARRANTY FOR WATER TO SERVE WORLD GOLF VILLAGE APARTMENTS – THE SOUTHERLY.

RECITALS

WHEREAS, WGV Multifamily, LLC., has executed and presented to St. Johns County, an Easement for Utilities for water to serve World Golf Village Apartments – The Southerly, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, WGV Multifamily, LLC., has executed and presented a Bill of Sale with a Schedule of Values, attached as Exhibit “B”, incorporated by reference and made a part hereof; conveying all personal property associated with the water system to serve World Golf Village Apartments – The Southerly; and.

WHEREAS, Powers Development Group, Inc., has executed a Final Release of Lien and Warranty for work associated with water system to serve World Golf Village Apartments – The Southerly, attached hereto as Exhibits “C” and “D” incorporated by reference and made part hereof, and.

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

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

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

Section 2. The above-described Easement for Utilities is hereby accepted by the Board County Commissioners.

Section 3. The Clerk is instructed to record the original Easement for Utilities and Final Release of Lien and file the Bill of Sale and Warranty in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/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.

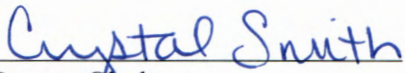
PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 22nd day of July, 2025.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date JUL 24 2025

By: 
Krista Joseph, Chair

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

By: 
Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 15th day of December, 2022 by **WGV Multifamily, LLC**, with an address of P.O. Box 92306, Southlake, Texas 76092, 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 meters over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

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

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

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

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that

Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

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

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

2. **WATER SYSTEM** - The Grantee shall maintain water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.

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:

[Signature]
Witness Signature

Yace Paust
Print Name P.O. Box 92306

Sean Fiegel
Witness Signature

Sean Fiegel
Print Name P.O. Box 92306
Southlake, Texas 76092

STATE OF LOUISIANA
COUNTY OF EAST BATON ROUGE

By: [Signature]
Print Name: Robert E. McConnell, Jr.
Its: Authorized Representative

The foregoing instrument was acknowledged before me by means of
 physical presence or online notarization, this 15 day of
December, 2022, by
Robert McConnell Jr as
Authorized Representative for WGV Multifamily LLC.

[Signature]
Notary Public
My Commission Expires: _____
MELISSA MCMANUS
NOTARY PUBLIC ID #157216
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

Personally Known or Produced Identification
Type of Identification Produced Texas Driver License

SKETCH AND DESCRIPTION OF

A PARCEL OF LAND LYING IN SECTION 11,
TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF PARKLAND PRESERVE PHASE 1, AS RECORDED IN MAP BOOK 98, PAGES 73 THROUGH 81, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE NORTHEASTERLY LINE OF PARKLAND TRAIL, A 100 FOOT EASEMENT FOR INGRESS AND EGRESS, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1719, PAGE 1059 OF SAID PUBLIC RECORDS; THENCE SOUTH 32°49'19" EAST, ALONG SAID NORTHEASTERLY LINE, 324.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2050.00 FEET; THENCE SOUTHEASTERLY, CONTINUE ALONG SAID NORTHEASTERLY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°36'06", AN ARC LENGTH OF 57.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°01'16" EAST, 57.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59°07'44" EAST, DEPARTING SAID NORTHEASTERLY LINE, A DISTANCE OF 12.00 FEET; THENCE SOUTH 30°52'16" EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 59°07'44" WEST, A DISTANCE OF 11.96 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2050.00 FEET, SAID POINT ALSO BEING A POINT ON THE AFOREMENTIONED NORTHEASTERLY LINE OF PARKLAND TRAIL; THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°26'50", AN ARC LENGTH OF 16.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°59'48" WEST, 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 192 SQUARE FEET, MORE OR LESS.

LEGEND:	
ORB	OFFICIAL RECORDS BOOK
MB	MAP BOOK
PG	PAGE
PGS	PAGES
LLC	LIMITED LIABILITY COMPANY
NO.	NUMBER
SQ. FT.	SQUARE FEET

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM 1983/90 - STATE PLANE COORDINATES - FLORIDA EAST ZONE - U.S. FEET, 2011 ADJUSTMENT AND ARE REFERENCED TO THE WESTERLY LINE OF PARKLAND PRESERVE PHASE 1 AS RECORDED IN PLAT BOOK 98, PAGE 83 OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, BEING SOUTH 32°49'19" EAST.
- THIS IS NOT A BOUNDARY SURVEY.
- THE PURPOSE OF THIS SKETCH IS TO DEFINE THE LIMITS OF A PROPOSED UTILITY EASEMENT AS SPECIFIED BY THE CLIENT.
- IMPROVEMENTS, IF ANY, ARE NOT SHOWN.



JOB No.	22-004	REVISION:	DATE:	BY:
FILE No.	A-483			
PARTY CHIEF:	N/A			
F.B.	N/A			
DRAWN BY:	D. TRABA			
CHECKED BY:	C. CARLSON			
SURVEY DATE	12-08-2022			

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION No. LB 7908



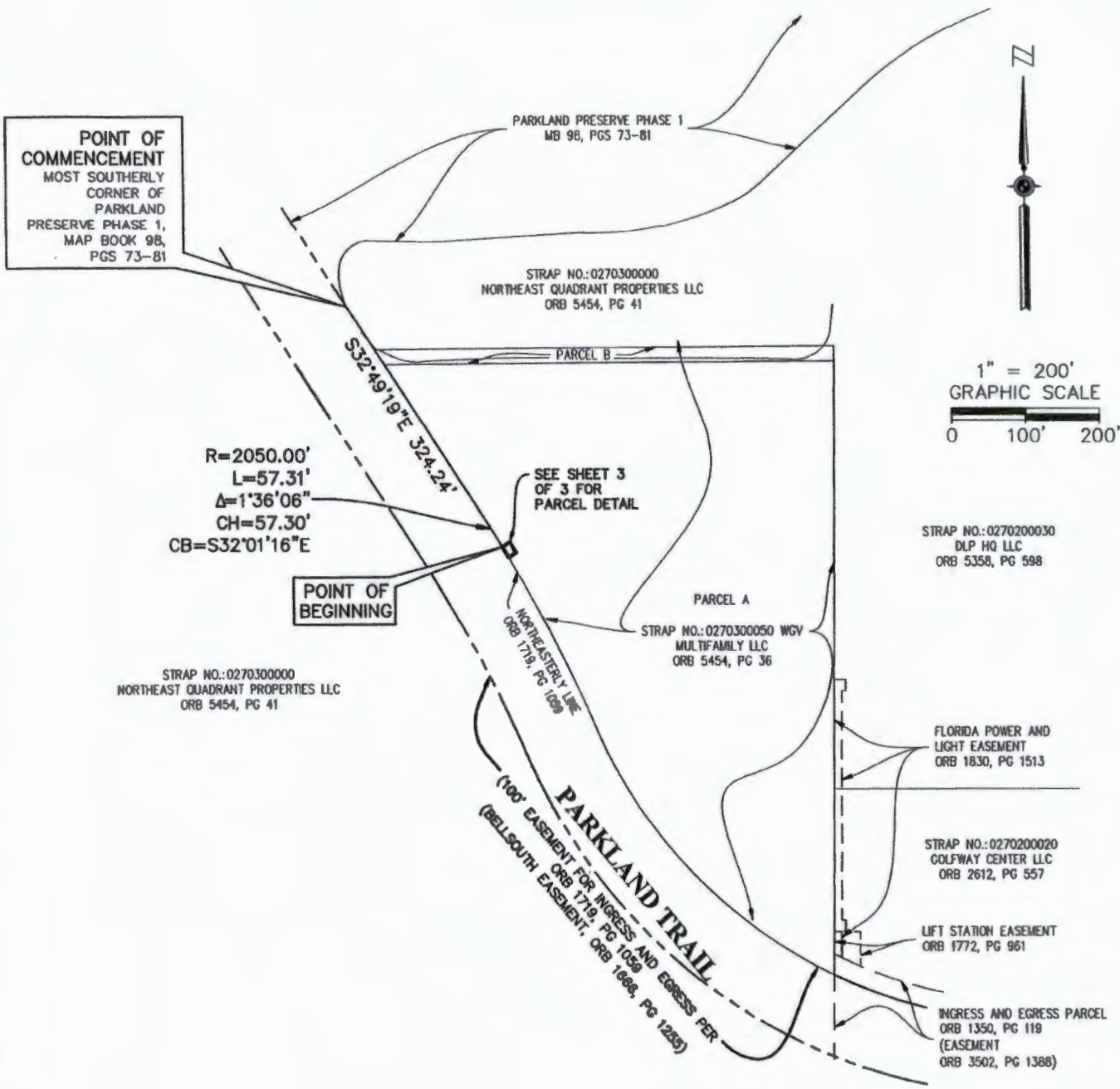
2426 PHILIPS HIGHWAY
JACKSONVILLE, FLORIDA 32207
(904) 886-0071

www.SAM.biz

(904) 886-7174 FAX

CAD FILE: P:\22 SAM\22-004 102206 7774 THE SOUTHERLY AT WGV FOR PDGDWV\22-004 THE SOUTHERLY AT WGV UTILITY EASEMENT.dwg

SKETCH AND DESCRIPTION OF
 A PARCEL OF LAND LYING IN SECTION 11,
 TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA



JOB No. 22-004
 FILE No. A-463
 PARTY CHIEF: N/A
 F.B. N/A
 DRAWN BY: D. TRABA
 CHECKED BY: C. CARLSON
 SURVEY DATE 12-08-2022

REVISION:	DATE:	BY:

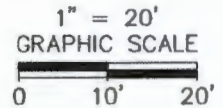
SURVEYING AND MAPPING, LLC
 CERTIFICATE OF AUTHORIZATION No. LB 7908

SAM 2426 PHILIPS HIGHWAY
 JACKSONVILLE, FLORIDA 32207
 (904) 886-0071
 www.SAM.biz (904) 886-7174 FAX

CAD FILE: P:\22 SAM\22-004 102206 7774 THE SOUTHERLY AT WGV FOR PDGDWG\22-004 THE SOUTHERLY AT WGV UTILITY EASEMENT.dwg

POINT OF COMMENCEMENT
 MOST SOUTHERLY
 CORNER OF PARKLAND
 PRESERVE PHASE 1,
 MAP BOOK 98,
 PGS 73-81

STRAP NO.: 0270300000
 NORTHEAST QUADRANT PROPERTIES LLC
 ORB 5454, PG 41



S32°49'19"E 324.24'

R=2050.00'
 L=57.31'
 Δ=1°36'06"
 CH=57.30'
 CB=S32°01'16"E

PARCEL A
 STRAP NO.: 0270300050 WGV
 MULTIFAMILY LLC
 ORB 5454, PG 36

N59°07'44"E
 12.00'

192± SQ. FT.
 UTILITY EASEMENT

S30°52'16"E
 16.00'

S59°07'44"W
 11.96'

POINT OF BEGINNING

R=2050.00'
 L=16.00'
 Δ=0°26'50"
 CH=16.00'
 CB=N30°59'48"W

PARKLAND TRAIL
 (100' EASEMENT FOR INGRESS AND EGRESS PER
 (BELLSOUTH EASEMENT, ORB 1066, PG 1255)

NORTHEASTERLY LINE
 ORB 1719, PG 1059

JOB No. 22-004
 FILE No. A-463
 PARTY CHIEF: N/A
 F.B. N/A
 DRAWN BY: D. TRABA
 CHECKED BY: C. CARLSON
 SURVEY DATE 12-06-2022

REVISION:	DATE:	BY:

SURVEYING AND MAPPING, LLC
 CERTIFICATE OF AUTHORIZATION No. LB 7908

SAM
 2426 PHILIPS HIGHWAY
 JACKSONVILLE, FLORIDA 32207
 (904) 886-0071
 www.SAM.biz (904) 886-7174 FAX

CAD FILE: P:\22 SAM\22-004 102206 7774 THE SOUTHERLY AT WGV FOR PDGIDWG122-004 THE SOUTHERLY AT WGV UTILITY EASEMENT.dwg

**ST. JOHNS COUNTY UTILITY DEPARTMENT
3F - CLOSEOUT - BILL OF SALE**

PROJECT: WORLD GOLF VILLAGE APARTMENTS - THE SOUTHERLY

WGV Multifamily, LLC; P.O. Box 92306, Southlake TX 76092

Owners Name and Address, (the "Seller")

for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **St. Johns County, Florida**, a political subdivision of the State of Florida, the following personal property:

See "Exhibit A-Schedule of Values" for the project listed above. (Note: The description listed should match the description listed on the "Release of Lien")

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

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 6 of May, 2024.

WITNESS:

[Signature]
Witness Signature

Grace Bonst
Witness Print Name

OWNER:

[Signature]
Owner Signature

Robert E. McConnell, Jr.
Owner Print Name

STATE OF LOUISIANA

COUNTY OF EAST BATON ROUGE

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 6 day of May, 2024, by

Robert E. McConnell, Jr as owner for
WGV Multifamily LLC

[Signature]
Notary Public
My Commission Expires: upmdeath

Personally Known or Produced Identification

Type of Identification Produced
LA Driver's License
No: 004729634

SHANNON O. BARNES
NOTARY PUBLIC ID #85415
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

**ST. JOHNS COUNTY UTILITY DEPARTMENT
ASSET MANAGEMENT
SCHEDULE OF VALUES - WATER**

Project Name: WORLD GOLF VILLAGE APARTMENTS - THE SOUTHERLY
 Contractor: FLOURNOY CONSTRUCTION GROUP
 Developer: VENTURES DEVELOPMENT GROUP, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR 25	LF	25	\$40	\$1,000
Water Valves (Size and Type)				
16" X 8" TAPPING SLEEVE	Ea	1	\$4,500	\$4,500
8" X 3" TEE	Ea	1	\$2,000	\$2,000
8" GATE VALVE	Ea	2	\$1,500	\$3,000
3" GATE VALVE	Ea	3	\$500	\$1,500
Hydrants Assembly (Size and Type)				
Sevices (Size and Type)				
Total Water System Cost				\$12,000

Exhibit "C" to the Resolution



**ST. JOHNS COUNTY UTILITY DEPARTMENT
3C - CLOSEOUT - RELEASE OF LIEN UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum 12,000 (Twelve Thousand Dollars & 00/100)

hereby waives and releases its lien and right to claim a lien for Water, ~~Sewer, and Reclaimed Water~~ labor, services or materials furnished through

5/24/2024 to WGV Multifamily, LLC
Date (Developer's/Owner's Name)

to the following described property:

**"SEE EXHIBIT A SCHEDULE OF VALUES FOR
WORLD GOLF VILLAGE APARTMENTS - THE SOUTHERLY**

PROJECT NAME

Note: The description listed should match the description listed on the "Bill of Sale".

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

IN WITNESS WHEREOF, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 24 day of May, 2024.

WITNESS:
[Signature]
Witness Signature
Morgan Wilson
Print Witness Name

CONTRACTOR:
[Signature]
Lienor's Signature
Gabriel Powers
Print Lienor's Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of May, 2024, by Gabriel Powers as President for Powers Development Group, Inc.

[Signature]
Notary Public
My Commission Expires:

Personally Known or Produced Identification
Type of Identification Produced



**ST. JOHNS COUNTY UTILITY DEPARTMENT
ASSET MANAGEMENT
SCHEDULE OF VALUES - WATER**

Project Name: WORLD GOLF VILLAGE APARTMENTS - THE SOUTHERLY
 Contractor: FLOURNOY CONSTRUCTION GROUP
 Developer: VENTURES DEVELOPMENT GROUP, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR 25	LF	25	\$40	\$1,000
Water Valves (Size and Type)				
16" X 8" TAPPING SLEEVE	Ea	1	\$4,500	\$4,500
8" X 3" TEE	Ea	1	\$2,000	\$2,000
8" GATE VALVE	Ea	2	\$1,500	\$3,000
3" GATE VALVE	Ea	3	\$500	\$1,500
Hydrants Assembly (Size and Type)				
Sevices (Size and Type)				
			Total Water System Cost	\$12,000

**ST. JOHNS COUNTY UTILITY DEPARTMENT
3E - CLOSEOUT - WARRANTY**

Date: 05/21/2024
Project Title: WORLD GOLF VILLAGE APARTMENTS - THE SOUTHERLY
FROM: Powers Development Group, Inc.
Contractor's Name
Address: 4811 Atlantic Blvd. Suite 3
Jacksonville, FL 32207

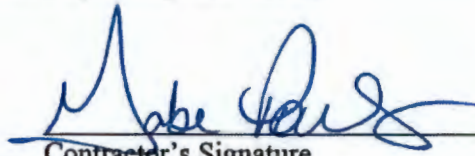
TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

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

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

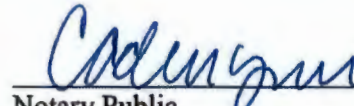
Contractor:

Gabriel Powers
Print Contractor's Name

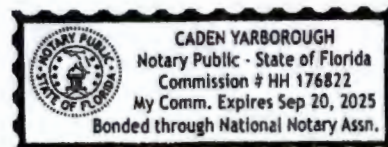

Contractor's Signature

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or _____
on-line notarization, this 21 day of May, 2024, by
Gabriel Powers as President for
Powers Development Group, Inc.


Notary Public
My Commission Expires: 09/20/2025

Personally Known or Produced Identification
Type of Identification Produced





**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: David Kaufman, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: April 23, 2025
SUBJECT: World Golf Village Apartments (ASBULT 2024000041)

St. Johns County Utility Department has reviewed and approved the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty. Please present the documents to the Board of County Commissioners (BCC) for final approval and acceptance of World Golf Village Apartments.

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.



Imagery Date: 12/2024

Date: 6/10/2025

**World Golf Village Apartments
The Southerly**

**Easement for Utilities, Bill of Sale,
Release of Lien, and Warranty**



**Land Management
Systems**

**Real Estate Division
(904) 209-0790**

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