

**RESOLUTION NO. 2005- 174**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY, FLORIDA, AND WORLD COMMERCE CENTER, LP, CONCERNING CERTAIN ASPECTS OF THE WORLD COMMERCE CENTER DEVELOPMENT OF REGIONAL IMPACT, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ON BEHALF OF ST. JOHNS COUNTY**

**WHEREAS**, both St. Johns County, Florida (County), and World Commerce Center, LP (WCC) wish to enter into a Memorandum of Understanding (MOU), in order to address certain aspects of the World Commerce Center Development of Regional Impact (WCCDRI); and

**WHEREAS**, the attached and incorporated MOU sets forth the relative rights, responsibilities, and obligations of both the County and WCC, so that certain aspects of the WCCDRI, related to water and sewer transmission may be preliminarily addressed; and

**WHEREAS**, at the time that a Contract/Agreement is entered into between the County, and WCC on other aspects of the WCCDRI related to water and sewer transmission, the MOU will be included and incorporated into such Contract/Agreement; and Litestream Holdings, LLC, currently has a Cable Television Franchise Agreement with St. Johns County, Florida, which is attached hereto, and incorporated herein; and

**WHEREAS**, it is in the collective best interests of both the County, and WCC, to have this MOU executed by 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 a Memorandum of Understanding between St. Johns County, Florida, and World Commerce Center, LP, concerning aspects of the World Commerce Center Development of Regional Impact, and authorizes the County Administrator to execute the Memorandum of Understanding on behalf of St. Johns County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 28<sup>th</sup> day of June, 2005.

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

**Attest:**

  
**Deputy Clerk**

**By:**

  
**Bruce A. Maguire, Chair**

RENDITION DATE 7/1/2005

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by **St. Johns County, Florida (County)**, a political subdivision of the State of Florida, **World Commerce Center, LP (Developer)**, a limited partnership entitled to do business in the State of Florida, and whose address is 13901 Sutton Parke Drive S., Suite 100, Jacksonville, Fl 32224.

**WHEREAS**, this **MOU** sets forth the relative rights, responsibilities, and obligations of both the **County** and the **Developer**, so that certain aspects of the **World Commerce Center (WCC) Development of Regional Impact (DRI)**, related to water and sewer transmission may be preliminarily addressed, in an effort to move those above-referenced aspects of the project without undue delay; and

**WHEREAS**, at the time that a **Contract/Agreement** is entered into between the **County**, and the **Developer** on other aspects of the **WCCDRI** related to water and sewer transmission, this **MOU** will be included and incorporated into such **Contract/Agreement** as an Exhibit to that **Contract/Agreement**

**IN LIGHT OF THE ABOVE RECITALS**, the **County**, and the **Developer** have come to an understanding, and therefore agree, on the following points:

The **County Utility Department** will allow the **Developer** to discharge sewer flows from the **WCC Development** to the existing **County Utility Department Master Lift Station** located along **International Golf Parkway (IGP)**. The connection points are shown on the attached Exhibit on each end of World Commerce Parkway. These connections will be allowed until the County Utility Department constructs the force main lines discussed below, at which time WCC Development will connect all current and future sewer flows to the newly constructed force mains. The precise location of the connection points are more graphically depicted and shown on the accompanying map, which is attached hereto, and incorporated herein, as Exhibit "1" to this **MOU**.

The ultimate connection point to get to the repump station for the **Developer's WCC** sewer discharge shall be approximately seven thousand, six hundred linear feet (7,600') west of the **WCC Development's** eastern most entrance, to the existing **County Utility Department** sixteen-inch (16") force main. The precise location of the connection point is more graphically depicted and shown on the accompanying map, which is attached hereto, and incorporated herein, as Exhibit "1" to this **MOU**.

The **Developer** is required only to install or cause to be installed four thousand, seven hundred linear feet (4,700') of twelve-inch (12") force main to accommodate the **WCC Development**, and to meet the required **County** land use concurrency related to water and sewer transmission. The required twelve-inch (12") force main shall be located and installed from the western most entrance of the **WCC Development** located on **IGP**, and continuing to the existing **County Utility Department** sixteen-inch (16") force main. The precise location of the connection point is more graphically depicted and shown on the accompanying map, which is attached hereto, and incorporated herein, as Exhibit "1" to this **MOU**.

It is specifically noted that in order to accommodate future growth in that area, the **County Utility Department** plans to upgrade and increase capacity by substituting the above-referenced four thousand, seven hundred linear feet (4,700') of twelve-inch (12") force main with approximately the same length of sixteen-inch (16") force main.

The **Developer** shall pay to the **County** an amount, not to exceed three hundred thousand dollars (\$300,000), in order to accommodate the cost of four thousand, seven hundred linear feet (4,700') of twelve-inch (12") force main which would have been required if County did not substitute such force main with a 16" force main. County will pay for any costs above this \$300,000.

The date on which the **Developer** shall pay to the **County** the aforementioned \$300,000 shall be the latter of these two events: 1) six (6) months from the date of this **MOU**; or 2) the day before the construction contract will be awarded to a contractor for construction of the aforementioned force main as evidenced by the approval being on the Board of County Commissioners agenda (consisting of the installation of four thousand, seven hundred linear feet (4,700') of sixteen-inch (16") force main).

It also specifically noted that the **County Utility Department** plans and intends to install an additional two thousand, nine hundred linear feet (2,900') of sixteen-inch (16") force main from the eastern most entrance to the **WCC Development**, to the western most entrance of the **WCC Development**. The precise location of the connection point is more graphically depicted and shown on the accompanying map, which is attached hereto, and incorporated herein, as Exhibit "1" to this **MOU**. There shall be no cost to the Developer for construction of this force main. Other than the Utility Easement described below, the Developer has no responsibility for installation of this line as it is unnecessary for the **WCC Development**.

The **Developer** will also provide a ten-foot (10') wide sub surface Utility Easement, south of the rights-of-way along **IGP**. Such Utility Easement will be located within the Scenic Edge required in the World Commerce Center PUD. It shall be an exclusive sub surface utility easement within the 10 feet and the County shall not be required to restore the property to its original condition in the event improvements have been made (i.e roadway). County will be required to bring surface up to grade level. Restoration agreement will be in a similar form which County typically uses in a utility easement. In the event the 10 foot easement is deemed insufficient due to unforeseen barriers as shown in a survey and agreed to by both parties, County will be allowed up to an additional 5 feet to accommodate the sewer main. If the County requires an additional 5 feet, the County will pay the fair market value for the additional 5 feet based upon a third party appraisal.

The **Developer** shall provide a temporary construction easement to the **County Utility Department** to construct the aforementioned force mains along **IGP**. It is expected that the County Utility Department construct such force mains by mid 2005.

This **MOU** is contingent upon the following circumstances: 1) the **Developer** delivers the necessary Utility Easement needed to permit the installation of the above-referenced force mains; and 2) the ability of the **County**, or its contractor to install the above-referenced force mains within the Utility Easements and other property that the **Developer** owns, has a sufficient proprietary interest in, or otherwise controls, in a manner that allows the **County** to install said sixteen-inch (16") force mains. It should be noted that the second condition is accomplished via the temporary construction easement discussed above. If the **Developer** does not secure the

necessary Easements within the same time period as described above related to the \$300,000 payment from the Developer, then this MOU shall have no further effect, force, or application.

At the time that a formal **Contract** is entered into between the **County** and **Developer** concerning one or more aspects contained in this MOU then this MOU shall be attached and incorporated into such **Contract**.

It is specifically noted that water and sewer transmission concurrency is met via this agreement upon fulfillment of all requirements discussed above by the Developer

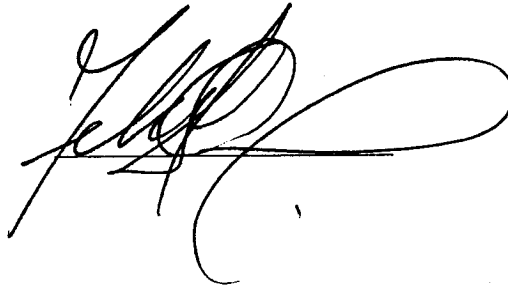
To the extent that any term, provision, condition, and/or requirement contained in this MOU is inconsistent with any term, provision, condition, and/or requirement contained in the **County's Land Development Code**, then the term, provision, condition, and/or requirement contained in the **County's Land Development Code** shall prevail. At this time, the parties are not aware of any discrepancies between this agreement and the County's Land Development Code.

DATED this \_\_\_\_\_, 26<sup>th</sup> day of January, 2003.

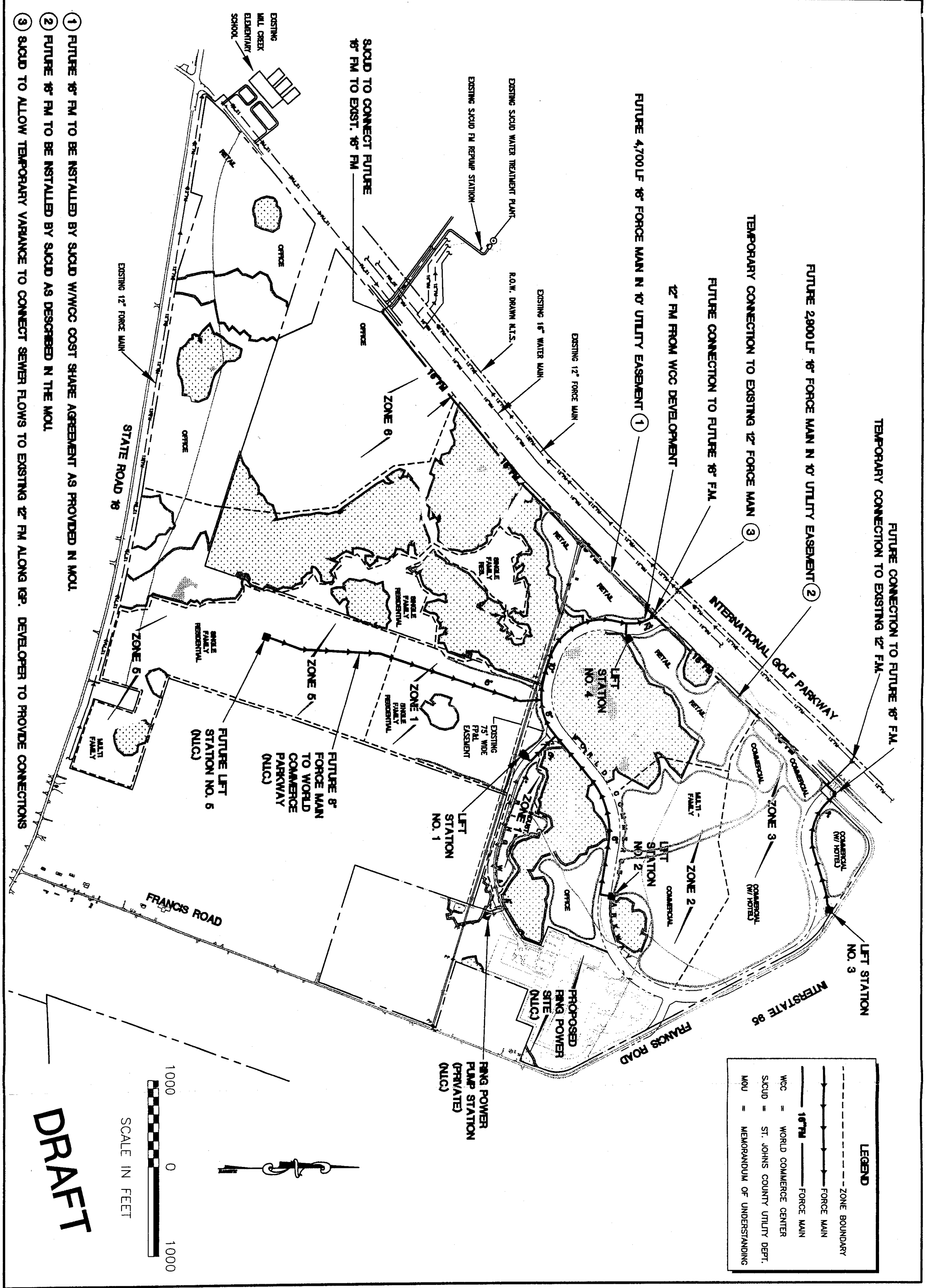
ST. JOHNS COUNTY

DEVELOPER

\_\_\_\_\_

A handwritten signature in black ink, appearing to be 'J. P. ...', written over a horizontal line. The signature is stylized and cursive.

- ① FUTURE 18" FM TO BE INSTALLED BY SJCUD W/WCC COST SHARE AGREEMENT AS PROVIDED IN MOU.
- ② FUTURE 18" FM TO BE INSTALLED BY SJCUD AS DESCRIBED IN THE MOU.
- ③ SJCUD TO ALLOW TEMPORARY VARIANCE TO CONNECT SEWER FLOWS TO EXISTING 12" FM ALONG I-95. DEVELOPER TO PROVIDE CONNECTIONS



**LEGEND**

---	ZONE BOUNDARY
---	FORCE MAIN
---	18" FM
---	FORCE MAIN
---	WCC = WORLD COMMERCE CENTER
---	SJCUD = ST. JOHNS COUNTY UTILITY DEPT.
---	MOU = MEMORANDUM OF UNDERSTANDING



**DRAFT**



**WORLD COMMERCE PARKWAY**

**ST. JOHNS COUNTY**

**EXHIBIT TO MEMORANDUM OF UNDERSTANDING**

**EXHIBIT 1 MEMORANDUM OF UNDERSTANDING**

REVISIONS:  
 DATE: OCTOBER 1, 2003  
 PROJECT NO.: 101029-50  
 DESIGNED BY: JRS  
 DRAWN BY: JES  
 CHECKED BY: AS NOTED  
 SCALE: AS NOTED

SHEET TITLE