

RESOLUTION NO. 2008- 217

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND SUNSHINE LAND HOLDINGS, LLC, FLORIDA, FOR THE PROVISION OF UTILITY WATER UNIT CONNECTION FEE REFUND AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, St. Johns County, Florida (County) currently has an ordinance to refund unit connection fees for transmission mains installed by Developers;

WHEREAS, the County will collect the unit connection fees applicable to the sewer refund Agreement and pay the Sunshine Land Holdings, LLC, on a quarterly basis;

WHEREAS, the water unit connection refund Agreement is valid for a three (3) year time limit from the date set fourth in Utility Ordinance, Section 25 -E

WHEREAS, with respect to the provision of refund of the water unit connection fees to Developers, the Sunshine Land Holdings, LLC, has complied with the terms, provisions, conditions, and requirements of the current Agreement for unit connection fee refund;

WHEREAS, the County has determined that accepting the terms of the water unit connection fee refund Agreement, **which is 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 water unit connection fee refund agreement between St. Johns County, Florida, and the Sunshine Land Holdings, LLC, Florida, and authorizes the County Administrator to execute this water unit connection fee refund Agreement on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of August, 2008.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Haltemen
Deputy Clerk

By:

Thomas G. Manuel
Thomas G. Manuel, Chairman



RENDITION DATE 8/25/08

WATER UNIT CONNECTION FEE REFUND AGREEMENT

THIS WATER UNIT CONNECTION FEE REFUND AGREEMENT (the "Agreement) is entered into, and made effective, this ___ day of ____, 2008, by and between Sunshine Land Holdings, LLC, a Florida Limited Liability Company (the "Developer"), and St. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County").

In consideration of the mutual promises and representations contained in this instrument, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Background.** Sunshine Land Holdings, LLC is the developer of a commercial development known as Sunshine 16 Commercial, located at the intersection of Murabella Parkway and State Road 16, in St. Johns County, Florida as shown on attached Exhibit A.

The Developer has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance in consideration of the Developer installing approximately 1,008 feet of 20-inch water main that is located within the easement parallel to State Road 16. Sunshine Land Holdings, LLC has dedicated the above referenced section of 20-inch water main to the County. Such dedicated 20-inch water main shall be referred to as the "Contributed Section". The location of the Contributed Section is noted on the approved construction drawings of Sunshine 16 Commercial Project.

This Agreement states the terms and conditions upon which a refund of the transmission component of water unit connection fees paid by the Developer or others who connect to the Contributed Section, shall be paid by the County to the Developer.

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, the Developer must first, at its expense, record this Refund Agreement (upon proper execution by authorized representatives of both the County and the Developer) with the Clerk of Courts for St. Johns County. The failure of the Developer to have this Refund Agreement recorded as noted above shall bar the Developer from receiving any subsequent refunds on water unit connection fees.

2. **Limitation of Amount of Refund.** In accordance with the provisions of Section 25-E of the St. Johns County Utility Ordinance, any refund payable to the Developer as a result of future payment by the Developer of water unit connection fees, or as the result of payment of water unit connection fees by others who connect to the Contributed Section shall be limited to the value of the water transmission component of such water unit connection fees. In addition, the cumulative amount of all refund payments to the Developer pursuant to this Agreement shall in no event exceed the actual cost of the

upgrades for the Contributed Section as verified by a final contractor's affidavit (the "Contributed Section Cost").

3. **Payment of Refund in Connection with Future Connection Fee Payments by Sunshine Land Holding, LLC.** Upon recordation of this Refund Agreement with the Clerk of the Court, and upon payment by the Developer of any water unit connection fees for Sunshine 16 Commercial Project within three (3) years after the date of recording the dedication that grants the Contributed Section to the County, the Developer shall be entitled to a refund of the transmission component of any such water unit connection fees in an amount not to exceed the cost of the upgrades for the Contributed Section Cost. The refund described in this Section shall be paid to the Developer quarterly upon payment by the Developer of such water unit connection fees, whether in connection with a Capacity Commitment Agreement, or as connections are actually made, and shall be payable simultaneously with payment of such water unit connection fees. Water unit connection fees paid by the Developer after the three (3) year time provided above shall not entitle the Developer to a refund under this Section, unless the time period in this Section is extended by the County.

4. **Connection by Others.** In the event that other users or developers connect to the Contributed Section within three (3) years after the date of recording the Dedication that grants the Contributed Section to the County, the Developer shall be entitled to a refund equal to the value of the water transmission component of any such water unit connection fees paid by others in an amount which, cumulatively with any other refund payments paid to the Developer under the terms of this Agreement, shall not to exceed the cost of the upgrades for the Contributed Section.

5. **Entire Agreement.** No prior Agreements or representations shall be binding upon the parties, unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties, unless in writing, and executed by the party or parties to be bound thereby.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CHERYL STRICKLAND
Clerk of the Court

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Print Name: _____
Title: _____

Date: _____

Sunshine Land Holdings, LLC

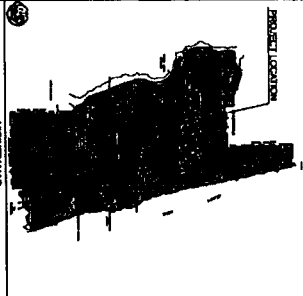
By: _____
Print Name: _____
Title: _____

Witness:
Print Name: _____

Date: _____

Witness:
Print Name: _____

PROPOSED LOCATION



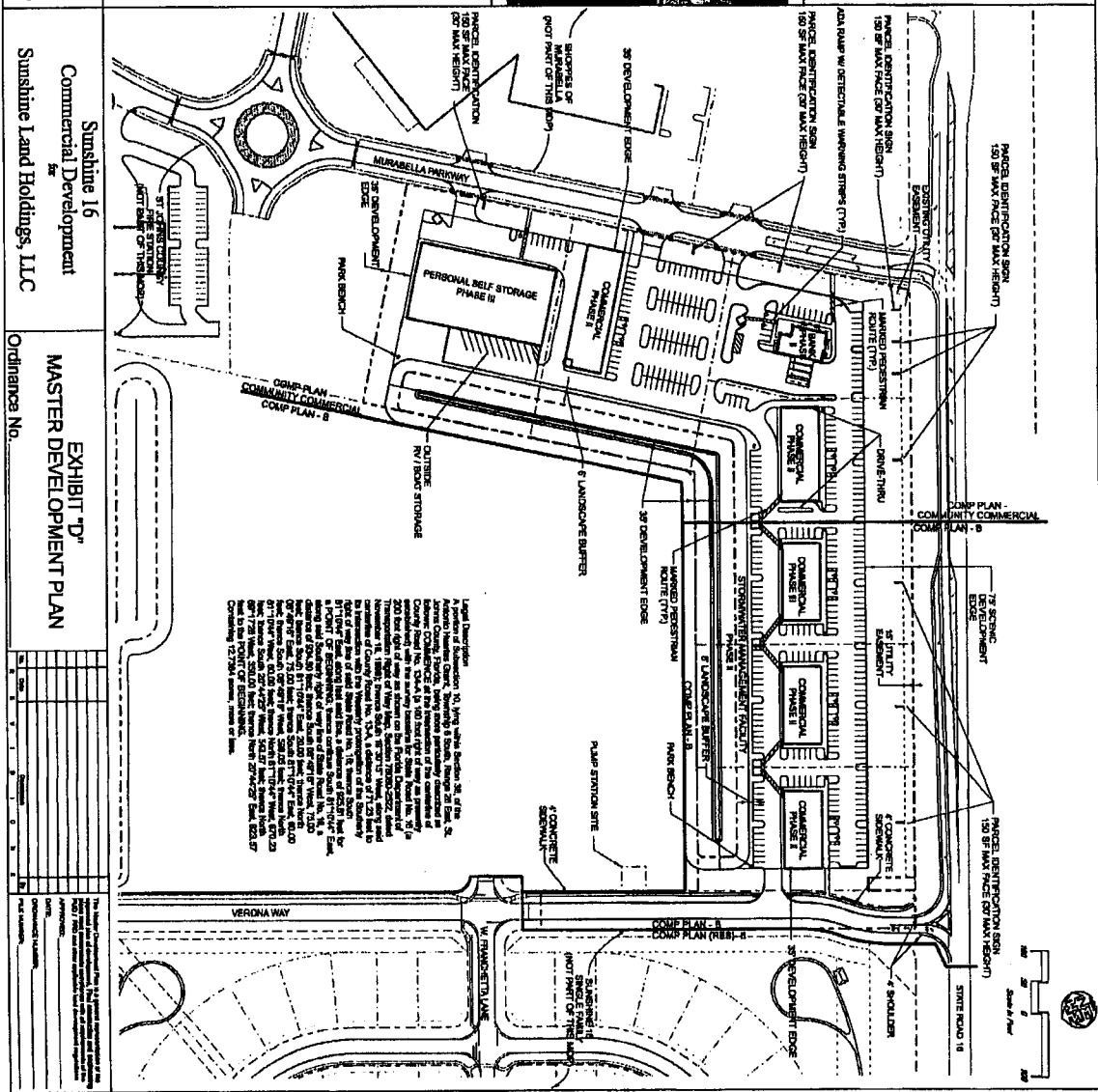
LOCATION MAP

DEVELOPMENT SUMMARY

TOTAL SITE AREA = 127.8 AC.
 COMMERCIAL SQUARE FOOTAGE NOT TO EXCEED 70,000 SF
 PARKING SHALL BE PER LDC TABLE (B)

NOTES:

1. IMPROVEMENTS SHALL BE MAX. ACTUAL = 25%
2. FLOOR AREA MUST BE PER 50% MAX. ACTUAL = 25%
3. SCREENING OF MECHANICAL EQUIPMENT LOCATED ON THE GROUND AND/OR ROOF TOPS MUST BE IN COMPLIANCE WITH LDC TABLE (B)
4. SCREENING AND LOCATION OF SOLID WASTE STORAGE LOCATIONS MUST BE IN COMPLIANCE WITH LDC TABLE (B)
5. ALL UTILITIES OR SERVICES ARE IDENTIFIED WITHIN SITE UTILITY FACILITY
6. ALL CROSS HATCHED WALLS ARE TO BE TYPED WITH ADVISORY NOTES NEEDED AND HATCHED WITH DIRECTIONAL STRIPES
7. LANDSCAPE PLAN = 5% (MIN. 5%)
- PHASE I = 50,000 SF
- PHASE II = 50,000 SF
- PHASE III = 50,000 SF
- AD-C = COMM. PLAN DESIGNATION



COMM 06-150

Sunshine 16 Water Main Cost

20" Cost

| | |
|------------------------------|------------|
| 20 DIP | 66,790.08 |
| 6" DR18 | 748.40 |
| 4"DR18 | 689.20 |
| 20" long sleeve | 1,209.44 |
| 20x6 T | 14,133.60 |
| Restore SR 18 | 2,587.20 |
| Fire hydrant | 2,356.80 |
| 20x8 T | 1,816.52 |
| 6" RPZ BFP | 18,208.28 |
| 6" GV box | 2,606.24 |
| 8" GV Box | 925.04 |
| 20" road xing complete | 12,579.60 |
| Flush Hydrant and sample pt | 506.70 |
| 20" Butterfly valve | 3,467.50 |
| 20" field lok gasket | 10,112.64 |
| 4" GV Box | 2,255.76 |
| 4 EA SJCUD Meter ass | 21,037.20 |
| RP BACKFLOW ASSM | 13,614.76 |
| 20X6 MJ TEE Hydrant | 2,282.60 |
| 6X4 MJ reducer | 1,339.20 |
| 20x2 MJ Tap cap | 857.56 |
| MOT | 918.00 |
| 8" DR 18 | 12,915.20 |
| 8" GV | 875.04 |
| 8" Long sleeve | 289.92 |
| 8x2 Tap cap | 212.54 |
| FH ASS | 2,172.00 |
| 6" 90 | 509.88 |
| 6" DR 18 | 474.20 |
| 8" BEll Rest. | 1,444.52 |
| 6 ' gv | 1,303.12 |
| 18 x 24 Valve box | 2,972.06 |
| 4" MJ tap cap | 790.80 |
| 8x6 Hyd T | 0.00 |
| 8" MJ 11 | 390.44 |
| Road crossing complete | 7,675.20 |
| Layout | 3,620.00 |
| Asbuilts | 2,590.00 |
| Certification/misc wire ,etc | 2,022.00 |
| Chlorination | 515.00 |
| Pressure Test | 1,545.00 |
| Bacteriological Tests | 462.00 |
| Total | 223,821.24 |