

RESOLUTION NO. 2014-168

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, EXTENDING THE REFUND PERIOD FROM 6 YEARS TO 7 YEARS FOR A PREVIOUSLY APPROVED AGREEMENT BETWEEN THE COUNTY'S UTILITY DEPARTMENT AND SUNSHINE LAND HOLDINGS, LLC.

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

WHEREAS, the refund Agreement executed with Sunshine Land Holdings, LLC was given a timeline of 3 years; and

WHEREAS, Resolution 2011-111 granted an extension of the reimbursement period to 6 years; and

WHEREAS, Utility Ordinance 2013-13 allows for an extension of the reimbursement period in one (1) year increments, up to a maximum of nine (9) years, upon Resolution of the County Commission; and

WHEREAS, due to the economic downturn and lack of development activity in this area, the developer has requested an extension to 7 years; and

WHEREAS, the County has determined that the extension of time to be reimbursed for their contribution to the County's system 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 extending from 6 years to 7 years the reimbursement period described in the Agreement with Sunshine Land Holdings, LLC as authorized in Resolution 2008-217, and as extended by Resolution 2011-111.


PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of June, 2014.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By:


Chair

RENDITION DATE 6/19/2014

Sunshine Land Holdings, LLC

10175 Fortune Parkway, Suite 1005, Jacksonville, FL 32256

(904) 519-9545

February 13, 2014

Mr. Bill Young
St. Johns County Utilities
PO Box 3006
St. Augustine, FL 32085

Re: Water Unit Connection Fee Refund Agreement Extension
Resolution 2008-217


Dear Mr. Young,

Per Item 3 in the above referenced agreement, on behalf of Sunshine Land Holdings, LLC, I request an additional extension of one year which would be a total of seven years from the date of recording, September 9, 2008.

As developer we completed the upsizing of the water line to a 20" transmission line as per the agreement. Due to the downturn in the economy, these parcels have been very slow to sell; thereby hindering our ability to recoup the additional monies spent in upsizing the water line. It would be greatly appreciated if the above extension were approved. It is my understanding that the utility department made some changes to the ordinance to help support these reimbursements and we would very much appreciate the extension. Like everyone else these days, every penny makes a difference to our company's survival.

Thank you in advance for your assistance in this matter.

Sincerely,


Beth Breeding
Vice President

RESOLUTION NO. 2011-111

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, EXTENDING THE REFUND PERIOD FROM 3 YEARS TO 6 YEARS FOR A PREVIOUSLY APPROVED AGREEMENT BETWEEN THE COUNTY'S UTILITY DEPARTMENT AND SUNSHINE LAND HOLDINGS, LLC.

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

WHEREAS, the refund Agreement executed with Sunshine Land Holdings, LLC was given a timeline of 3 years; and

WHEREAS, Utility Ordinance 2006-118 allows for an extension of the reimbursement timeline to 6 years, upon Resolution of the County Commission; and

WHEREAS, due to the economic downturn and lack of development activity in this area, the developer has requested an extension to 6 years; and

WHEREAS, the County has determined that the extension of time to be reimbursed for their contribution to the County's system 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:

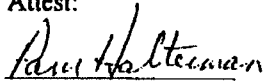
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approve extending from 3 years to 6 years the reimbursement period described in the Agreement with Sunshine Land Holdings, LLC as authorized in Resolution 2008-217.

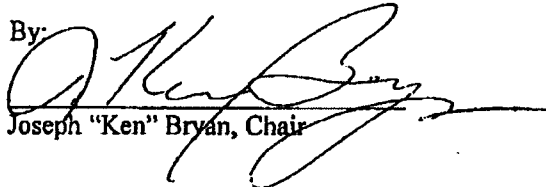
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of May, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By:


Joseph "Ken" Bryan, Chair

RENDITION DATE 5/5/11

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 19th day of August, 2008.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Halteman
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-B 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: _____

<p>STATE OF MICHIGAN</p> <p>DEPARTMENT OF HIGHWAY TRANSPORTATION</p> <p>TRAFFIC ENGINEERING SECTION</p> <p>1. GENERAL NOTES: A. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. B. THE CENTERLINE OF ALL ROADWAYS IS TO BE LOCATED AS SHOWN ON THE PLAN. C. ALL ROADWAYS TO BE CONSTRUCTED OR IMPROVED SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SHOWN. D. ALL ROADWAYS TO BE CONSTRUCTED OR IMPROVED SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SHOWN. E. ALL ROADWAYS TO BE CONSTRUCTED OR IMPROVED SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SHOWN. F. ALL ROADWAYS TO BE CONSTRUCTED OR IMPROVED SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SHOWN. G. ALL ROADWAYS TO BE CONSTRUCTED OR IMPROVED SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SHOWN. H. ALL ROADWAYS TO BE CONSTRUCTED OR IMPROVED SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SHOWN. I. ALL ROADWAYS TO BE CONSTRUCTED OR IMPROVED SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SHOWN. J. ALL ROADWAYS TO BE CONSTRUCTED OR IMPROVED SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SHOWN.</p>	
	<p>SCALE: 1" = 40'</p>
<p>EXHIBIT 'D'</p> <p>MASTER DEVELOPMENT PLAN</p> <p>Ordinance No.</p>	<p>Section 16</p> <p>Commercial Development</p> <p>Standard Land Building, LLC</p>

COMM 06-150

Sunshine 16 Water Main Cost

	20' Cost
20 DIP	68,780.08
8" DR18	748.40
4"DR18	689.20
20' long sleeve	1,209.44
20x8 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	825.04
20' road xing complete	12,578.60
Flush Hydrant and sample pt	606.70
20" Butterfly valve	3,487.50
20" field lock gasket	10,112.64
4" GV Box	2,255.76
4 EA SJCUD Meter ass	21,037.20
RP BACKFLOW ASSM	13,614.78
20X8 MJ TEE Hydrant	2,282.60
8X4 MJ reducer	1,338.20
20x2 MJ Tap cap	857.56
MOT	816.00
8" DR 18	12,916.20
8" GV	875.04
8" Long sleeve	288.92
8x2 Tap cap	212.64
FH ASS	2,172.00
8" 90	608.88
6" DR 18	474.20
8" Bell Red.	1,444.52
6" gv	1,303.12
18 x 24 Valve box	2,972.08
4" MJ lap cap	780.80
8x8 Hyd T	0.00
8" MJ 11	380.44
Road crossing complete	7,875.20
Layout	3,820.00
Asbufts	2,680.00
Certification/misc wire ,etc	2,022.00
Chlorination	515.00
Pressure Test	1,845.00
Bacteriological Tests	482.00
Total	223,821.24

ORDINANCE NO. 2006- 118

AN ORDINANCE OF ST. JOHNS COUNTY, FLORIDA, AMENDING SECTION 25(E) OF EXISTING COUNTY ORDINANCE 2006-73, CONCERNING WATER, WASTEWATER, AND/OR RECLAIMED WATER UNIT CONNECTION FEE REFUND AGREEMENTS, AND RELATED MATTERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Amendment of Section 25 (E) of County Ordinance 2006-73.

Section 25(E) of County Ordinance 2006-73 is amended, so that the existing language of Section 25(E) is replaced with the following:

E. Water, Wastewater, and/or Reclaimed Water Unit Connection Fee Refund Agreement

All Developments that require extension of water, wastewater and/or reclaimed water mains along transmission corridors (thereby referred to as transmission mains) are required to size such mains (diameter of the main) as indicated in the SJCUD Water, Wastewater, and/or Reclaimed Water Master plan, or as deemed necessary by the Director. At such times, a Developer or Owner may be required to construct a section of water, wastewater, and/or reclaimed water transmission main, and/or wastewater master pump station, and deed it to the County (hereafter known as "Contributed Section") prior to any service being provided, so that the Developer or Owner may proceed with construction of an Improvement. A Developer or Owner may also be required to construct a water and/or wastewater treatment plant, a water, wastewater and/or reclaimed booster station, and/or construct a wastewater master pump station and/or provide land for these improvements and deed it to the County ("Contributed Section") prior to any service being provided, so that the Developer or Owner may proceed with construction of an Improvement. Pursuant to Section 14 of this Ordinance, the deed for the Contributed Section shall be accepted by the Board, and recorded in the County's Official Records, at the Developer's or Owner's expense. After construction of the Contributed Section, a Developer or Owner may connect additional Improvements to the Contributed Section, and, upon such Connection, must pay a Water or Wastewater Unit Connection Fee. Under such circumstances, the Director may consider and authorize a refund of the transmission and/or treatment component of the Unit Connection Fee to a Developer or Owner who constructed the Contributed Section.

In order to fairly, uniformly, and consistently administer the refund policy, the Director shall establish a procedure for granting refunds, which procedure shall require at a minimum the following:

- (1) A written request for a refund from a Developer or Owner;
- (2) A written Refund Agreement between the Director on behalf of the County and Developer or Owner, which shall state:
 - (A) Names of the parties;
 - (B) Description of the Contributed Section;
 - (C) Description of Improvements connected to the Contributed Section which entitle a Developer or Owner to a refund;
 - (D) Amount of the refund;
 - (E) Manner of payment of the refund;
 - (F) Date of the agreement;
 - (G) Expiration date of eligibility for the refund, that is, the date by which the refund must be requested, which date shall be up to _____ (xx) years after the date granting the Contributed Section is recorded;
 - (H) A requirement that the Refund Agreement be recorded by the Clerk at the Developer's or Owner's expense; and
 - (I) Any other conditions or information that either the Director or the Board may direct.

A form for Refund Agreements may be adopted and attached to the Ordinance as part of Schedule B, by Resolution of the Board, and may be revised from time-to-time by Resolution of the Board.

The Refund Agreement shall be limited to the value of the respective transmission and/or treatment component for water, wastewater, and/or reclaimed water improvement. The reimbursement of the transmission component shall be limited to the value of water, wastewater, reclaimed water transmission main improvements, water booster station improvements, wastewater master pump station improvements and/or the value of the land that is associated with those improvements. The reimbursement of the treatment component shall be limited to the value of water, wastewater and/or reclaimed water treatment improvements, and/or the value of any land that is associated with those improvements.

The Refund Agreement may provide for partial reimbursement of the water, wastewater, and/or reclaimed water improvement. In this case, the reimbursement shall be the proportionate share of the water, wastewater, and/or reclaimed water transmission, and/or treatment component. For example, if the value of the partial wastewater improvement for a

wastewater treatment plant is \$1, and the value of the total wastewater treatment plant improvement is \$10, then the proportionate share of the reimbursement to the Developer or Owner shall be 0.1 times the wastewater treatment component.

The Refund Agreement may provide for partial credit of the refund amount to be applied to the initial unit connection fees paid by the Developer or Owner for Connections to the Contributed Section when the Water and Wastewater Unit Connection Fee is paid either by a Developer or by other Developers or Owners who connect improvements to the Contributed Section. Otherwise, the refund amount will be credited to the Water and Wastewater Unit Connection Fees being paid.

No refund shall be granted for a Contributed Section after three (3) years or up to six (6) years by Resolution of the Board, from the date the deed granting the Contributed Section is recorded. Refund periods beyond six (6) years may be granted only if the following three conditions are met:

1. The total value (through build-out) of the Contributed Section is greater than \$15,000,000.00; and
2. The initial value of the Contributed Section is greater than \$4,000,000.00; and
3. The Director determines that the Development provides benefit to the County Utility Department in terms of economies of expansion of the existing utility system that may complement the future rate base of the County Utility Department.

Refunds not requested by the expiration date shall be forfeited with no further notice to a Developer or Owner and without any further liability to the County.

Refund of water, wastewater and/or reclaimed water Unit Connection Fees for the transmission mains, master pump station, booster stations and/or the value of land that is associated with these improvements (transmission component) shall be limited to Unit Connection Fees collected from developments directly connected to the Contributed Section. Unit Connection Fees collected from developments connected to extensions of the Contributed Section shall not be refunded.

Refund of water, wastewater and/or reclaimed water Unit Connection Fees for the treatment plants and/or the value of land that is associated with these improvements (treatment component) shall be limited to Unit Connection Fees collected from developments that are provided with permanent service from the Contributed Section.

No refund shall be granted for Improvements that are connected to any water, wastewater, and/or reclaimed water transmission main other than the sections described in the Refund Agreement, and no refund shall be granted as payment toward other than transmission lines designated as water transmission mains on the Water Transmission

Plan map or for wastewater and/or reclaimed water transmission lines designated as wastewater and/or reclaimed water transmission mains on the Wastewater and Reclaimed Water Transmission Master Plan map, which maps are located at the central office of the St. Johns County Utility Department. Said maps shall be updated periodically as the Water, Wastewater, and/or Reclaimed Water System is expanded and additional transmission mains are made part of the County Water, Wastewater, and Reclaimed Water Systems. All water, wastewater and/or reclaimed water transmission mains to be added to the Water, Wastewater and/or reuse/reclaimed water transmission mains in writing by the Director.

Section 2. Severability.

It is the intent of the Board, and it is hereby provided, that if any phrase, clause, sentence, subsection, section, or provision of this Ordinance is held to be invalid, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid, or unconstitutional the remaining phrases, clauses, sentences, subsections, sections, or provisions of this Ordinance.

Section 3. Effective Date

This Ordinance shall be effective upon a certified copy being filed with the Florida Department of State.

PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, Florida, this 17 day of October, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

RENDITION DATE 10/18/06

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Cheryl Strickland
Deputy Clerk

Effective Date: 10/25/06

The St. Augustine Record

PUBLISHED EVERY MORNING MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared CHARLES BARRETT

who on oath says that he is an Accounting Clerk of the St. Augustine Record,

a daily newspaper published at St. Augustine in St. Johns County, Florida:

that the attached copy of advertisement, being NOTICE OF HEARING

in the matter ORD WASTEWATER

was published in said newspaper in the issues of

OCTOBER 3, 2006.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 3RD day of OCTOBER 2006.

by Charles Barrett who is personally known to me
or who has produced PERSONALLY KNOWN as identification.

Patricia A Bergquist
(Signature of Notary Public)



Patricia A Bergquist
My Commission DD275981
Expires December 18, 2007

(Seal)

PATRICIA A. BERGQUIST

ORDINANCE BOOK 42 PAGE 404

COPY (

NOTICE OF PUBLIC HEARING BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Johns County, Florida, will hold a public hearing on Tuesday, October 17, 2006 at 7:00 a.m. in the County Auditorium at the County Administration Complex, 4020 Lewis Speedway (County Road 14-A) and U.S.1 North, St. Augustine, Florida, to consider adoption of the following ordinance:

AN ORDINANCE OF ST. JOHNS COUNTY, FLORIDA, AMENDING SECTION 25E OF EXISTING COUNTY ORDINANCE 2004-79, CONCERNING WATER, WASTEWATER, AND/OR RECLAIMED WATER UNIT CONNECTION FEE REFUND AGREEMENTS, AND RELATED MATTERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance is on file in the office of the Clerk of the Board of County Commissioners at the St. Johns County Administration Complex, 4020 Lewis Speedway (CR 14A and U.S. 1), St. Augustine, Florida and may be examined by parties interested prior to the public hearing.

Interested parties may appear at the public hearing and be heard with respect to the proposed ordinance.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the public hearing, he/she will need a record of the proceedings, and for such purposes he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in the proceedings should contact ADA Coordinator, at (904) 209-0450 at the St. Johns County Courthouse, 4010 Lewis Speedway, Room 270, St. Augustine, FL 32084. For hearing impaired individuals: Telecommunication Device for the Deaf (TDD): Florida Relay Service: 1-800-735-8770, no later than 5 days prior to the date of the hearing.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND,
ITS CLERK
By: Patricia DeGrande,
Deputy Clerk
L2814-8 Oct 3, 2006



STATE OF FLORIDA
DEPARTMENT OF STATE
STATE LIBRARY AND ARCHIVES OF FLORIDA

JEB BUSH
Governor

SUE M. COBB
Secretary of State

October 25, 2006

Ms. Cheryl Strickland
Clerk of the Circuit Court
St. Johns County
4010 Lewis Speedway
St. Augustine, Florida 32084-8637

FILED
06 OCT 27 PM 3:44
CHERYL STRICKLAND
CLERK COUNTY COMMISSION
ST. JOHNS COUNTY FL

Attention: Yvonne King, Minutes and Records Division

Dear Ms. Strickland:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated October 24, 2006 and certified copies of St. Johns County Ordinance Nos. 2006-118 through 2006-124, which were filed in this office on October 25, 2006.

Sincerely,

Liz Cloud
Program Administrator

LC/bpn

DIRECTOR'S OFFICE

R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
850.245.6600 • FAX: 850.245.6735 • TDD: 850.922.4085 • <http://dls.dos.state.fl.us>

COMMUNITY DEVELOPMENT
850.245.6600 • FAX: 850.245.6643

STATE LIBRARY OF FLORIDA
850.245.6600 • FAX: 850.245.6744

STATE ARCHIVES OF FLORIDA
850.245.6700 • FAX:
850.488.4894

LEGISLATIVE LIBRARY SERVICE
850.488.2812 • FAX:
850.488.9879

RECORDS MANAGEMENT SERVICES
850.245.6750 • FAX: 850.245.6795

ADMINISTRATIVE CODE AND WEEKLY
850.245.6270 • FAX: 850.245.6282

ORDINANCE BOOK 42 PAGE 405

⑤ - IN + RET - SUNSHINE LAND HOLDINGS

Res 2008-217

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-B 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-B 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

By: [Signature]
Deputy Clerk

Date: 8/28/08

Sunshine Land Holdings, LLC

By: [Signature]
Print Name: Helen Breeding
Title: V.P.

Date: 9/15/08

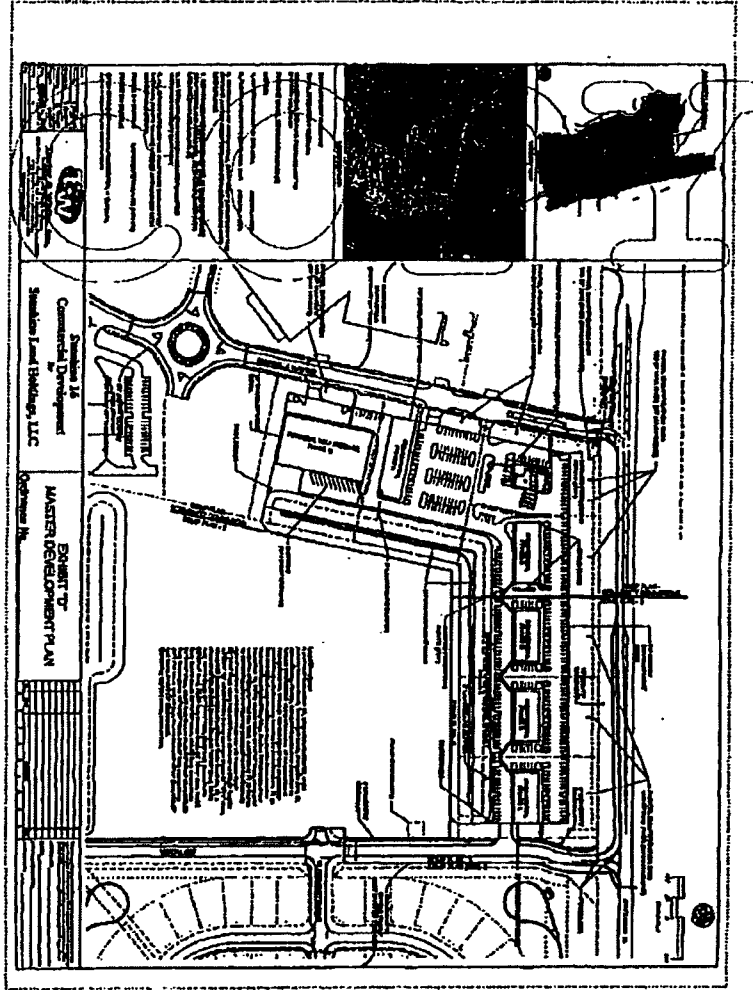
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Print Name: Michael D. Worschick
Title: County Administrator



Witness: [Signature]
Print Name: Wendy Myers

Witness: [Signature]
Print Name: Kari Rager



COMM 06-150

Sunshine 16 Water Main Cost

20' Cost

20 DCP	86,760.08
6" DR18	748.40
4" DR18	368.20
20' long sleeve	1,208.44
20" T	14,133.80
Reelers SR 18	2,587.20
Fire hydrant	2,358.60
20" T	1,218.62
6" APZ BFP	18,208.28
6" GV box	2,800.24
6" GV Box	825.04
20' med strg complete	12,679.80
Flush Hydrant and sample pt	608.70
20' Butterfly valve	3,487.60
20' ball blk gate	10,112.64
4" GV Box	2,255.78
4 EA SUCUO Meter ass	21,057.20
RF BACKFLOW ASSM	13,814.76
2000 MJ TEE Hydrant	2,892.60
800 MJ reducer	1,338.20
20" MJ Tap cap	857.88
MOT	818.00
6" DR 18	12,818.20
6" GV	875.04
6" Long sleeve	288.82
8" Tap cap	212.54
FH ASS	2,172.00
6" 90	608.88
6" DR 18	474.20
6" BEM Reel.	1,444.62
6" gv	1,303.12
18 x 24 Valve box	2,972.08
4" MJ tap cap	790.80
8" Hyd T	0.00
6" MJ 11	380.44
Road crossing complete	7,875.20
Layout	3,820.00
Asbults	2,690.00
Certification/ma wire ,etc	3,092.00
Chlorination	518.00
Pressure Test	1,648.00
Bacteriological Tests	482.00
Total	223,821.34

COPEY

Sunshine Land Holdings, LLC

10175 Fortune Parkway, Suite 1005, Jacksonville, FL 32256

(904) 519-9545

April 18, 2011

Mr. Bill Young
St. Johns County Utilities
PO Box 3006
St. Augustine, FL 32085

Re: Water Unit Connection Fee Refund Agreement Extension
Resolution 2008-217

Dear Mr. Young,

Per Item 3 in the above referenced agreement, on behalf of Sunshine Land Holdings, LLC, I request an extension of three years which would be a total of six years from the date of recording, September 9, 2008.

As developer we completed the upsizing of the water line to a 20" transmission line as per the agreement. Due to the downturn in the economy, these parcels have been very slow to sell; thereby hindering our ability to recoup the additional monies spent in upsizing the water line. It would be greatly appreciated if the above extension were approved. It is my understanding that larger projects are automatically given six years in which to recoup their funds and we would like the same timeframe extended to smaller projects such as ours.

Thank you in advance for your assistance in this matter.

Sincerely,


Beth Breeding
Vice President