

RESOLUTION NO. 2016- 86

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 SOUTHAVEN LAND ASSOCIATES, LLC, 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 water refund Agreement and pay Southaven Land Associates LLC on a quarterly basis;

WHEREAS, the water unit connection refund Agreement is valid for a six (6) 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 the Developer, Southaven Land Associates 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 Southaven Land Associates LLC 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 5th day of April, 2016.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Halterma
Deputy Clerk

By:

[Signature]
Chair

RENDITION DATE 4/7/16



WATER UNIT CONNECTION
FEE REFUND AGREEMENT

THIS WATER UNIT CONNECTION FEE REFUND AGREEMENT (the “Agreement”) is entered into, and made effective, this ____ day of _____, 2015, by and between SOUTHAVEN LAND ASSOCIATES, LLC, a Florida limited liability company (“SOUTHAVEN”), 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.** SOUTHAVEN is the developer and has constructed improvements within the single-family residential development known as the Southaven PUD, located within the parcel of land zoned PUD pursuant to Ordinance No. 2014-21 recorded in Official Records Book 3886, Page 1323 of the official records of St. Johns County, Florida (the “Southaven PUD”). The Southaven PUD is located on the south side of International Golf Parkway and east of North Francis Road in St. Johns County, Florida and is more particularly described on the attached and incorporated **Exhibit A**. SOUTHAVEN plans to develop the Property with up to 345 single-family residential units as described in the Southaven PUD.

SOUTHAVEN has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of SOUTHAVEN’S installation of approximately 300 feet of 20-inch (nominal) water main, 2,575 feet of 16-inch (nominal) water main, 20 feet of 12-inch (nominal) water main (the “Water Mains”) required to meet the utility transmission needs for the region. The Water Mains (collectively referred to herein as the “Contributed Section”) are located within the St. Johns County road rights of way and within a St. Johns County utility easement adjacent to the north side of the existing International Golf Parkway right of way. The Contributed Section was constructed and dedicated to the COUNTY in connection with the Southaven PUD project and is more particularly described in the Schedule of Values attached as **Exhibit B**, which is incorporated herein. The location of the Contributed Section is depicted on **Exhibit C**.

This Agreement states the terms and conditions upon which a refund of the transmission component of water unit connection fees paid by SOUTHAVEN or others who connect to the Contributed Section as allowed and contemplated under Ordinance 2013-13, shall be paid by the COUNTY to SOUTHAVEN.

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, SOUTHAVEN must first, at its expense, record this Agreement (upon proper

execution by authorized representatives of both the COUNTY and SOUTHAVEN) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of SOUTHAVEN to have this Agreement recorded as noted above shall bar SOUTHAVEN from receiving any subsequent refunds on water unit connection fees until this Agreement has been properly recorded.

2. **Limitation of Amount of Refund.** In accordance with the provisions of Section 25-E of Ordinance 2013-13, any refund payable to SOUTHAVEN as a result of future payment by SOUTHAVEN 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 transmission component of such unit connection fees. In addition, SOUTHAVEN has a commitment under the Southaven PUD to install a 16" Reclaimed Water Transmission Main along International Golf Parkway between Parkland Trail and North Francis Road upon 85% build out of the development (the "Southaven Reclaimed Segment"). The Southaven Reclaimed Segment is being replaced by a future regional reclaimed water storage and pumping facility which will be located within the Bannon Lakes development. Bannon Lakes is donating the land for the facility and the COUNTY will be designing and constructing the facility to meet the reclaimed service needs for the area and SOUTHAVEN shall be relieved of its commitment to install the Southaven Reclaimed Segment. In consideration of the substantial investment of reclaimed water infrastructure the COUNTY has made for the International Golf Parkway corridor as depicted on the Map of Proposed International Golf Parkway Utility Transmission Infrastructure herein attached as Exhibit D, SOUTHAVEN and the COUNTY agree that the estimated cost of the Southaven Reclaimed Segment shall be deducted from the refund payable to SOUTHAVEN under this agreement to assist with funding the regional facility to be constructed by the COUNTY. The cumulative amount of all refund payments to SOUTHAVEN pursuant to this Agreement shall in no event exceed \$263,416.54 (\$350,489.54 for Water Connection Fees, which is the actual total cost of the Contributed Section as verified by the final contractor's Schedule of Values in Exhibit B, less the estimated cost of \$87,073.00 for the Southaven Reclaimed Segment as based on the SOUTHAVEN Schedule of Values submitted for the offsite 16" reclaimed water main segment installed east of North Francis Road at the entrance of the development), which is the adjusted total cost of the Contributed Section and herein referred to as the "Contributed Section Cost".

3. **Payment of Refund in Connection with Future Connection Fee Payments.** Upon recordation of this Agreement with the Clerk of the Court, and upon payment by SOUTHAVEN or others as set forth in Section 4 below of any water unit connection fees for the Southaven PUD or paid by others connecting to the Contributed Section, including those within the Bannon Lakes PUD, within six (6) years after the later of (i) the date of the recording of the easement and deed of dedication to the COUNTY or (ii) date of acceptance by the COUNTY of the Bill of Sale that grants the Contributed Section to the COUNTY or (iii) the recordation of this Agreement with the Clerk of the Court, SOUTHAVEN shall be entitled to a refund of the transmission component of any such water unit connection fees in an amount not to exceed the Contributed Section Cost. The refund described in this Section shall be paid to SOUTHAVEN quarterly upon payment by SOUTHAVEN or others 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 SOUTHAVEN after the six (6) year time period provided above shall not entitle SOUTHAVEN to a refund under this Section 3, unless the time period in this Section 3 is extended by the COUNTY as allowed by Ordinance 2013-13 or revision thereof.

4. **Connection by Others.** In the event that other users, builders or developers, including those within the Bannon Lakes PUD, connect to the Contributed Section as depicted on Exhibit C within six (6) years after the later of (i) the date of the recording of the easement and deed of dedication to the COUNTY or (ii) date of acceptance by the COUNTY of the Bill of Sale that grants the Contributed Section to the COUNTY or (iii) the recordation of this Agreement with the Clerk of Court, SOUTHAVEN 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 SOUTHAVEN under the terms of this Agreement, shall not exceed the Contributed Section Cost.

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. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Signed, sealed and delivered
in the presence of:

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Print Name:

By: _____
Print Name: _____
Title: _____

Print Name

ATTEST:

CHERYL STRICKLAND

Clerk of the Court

By: _____

Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of St. Johns County, Florida.

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

Personally Known ___ or Produced I.D. _
[check one of the above]
Type of Identification Produced _____

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

SOUTHAVEN LAND ASSOCIATES LLC, a
Delaware limited liability company

By: Hines Interests Limited Partnership, a
Delaware limited liability partnership, its managing
Member

By: Hines Holdings, Inc., a Texas corporation,
Its general partner

By: _____
Name Printed: Michael T. Harrison
Title: Senior Managing Director

The foregoing instrument was acknowledged before me this __ day of _____, 2015, by Michael T. Harrison, as Senior Managing Director of HINES HOLDINGS, INC., a Texas corporation, as the general partner of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited liability partnership, the managing member of SOUTHAVEN LAND ASSOCIATES LLC, a Delaware limited liability company, on behalf of the company.

(Print Name _____)

NOTARY PUBLIC

State of _____ at Large

Commission #

My Commission Expires:

Personally Known

or Produced I.D.

[check one of the above]

Type of Identification Produced

EXHIBIT "A"
[LEGAL DESCRIPTION]

Revised July 25, 2013
October 19, 2006
File No. 119B-13

Work Order No. 06-197.02
IGP- North Francis Road

Surveyor's Description

All of the West one-half of the West one-half of Section 13, together with a portion of Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the corner common to Sections 14 and 23, and Section 38, the Antonio Huertas Grant, said Township and Range; thence Northeasterly and Northwesterly along the Easterly and Northerly lines of said Section 38 the following two courses: Course One, thence North $19^{\circ}37'31''$ East, 3555.09 feet; Course Two, thence North $72^{\circ}29'22''$ West, 937.57 feet to its intersection with the Easterly right of way line of North Francis Road, a 64.50 foot right of way as monumented; thence Northerly along said Easterly right of way line the following three courses: Course One, thence North $21^{\circ}31'00''$ East, 238.72 feet to the point of curvature of a curve concave Westerly, having a radius of 648.39 feet; Course Two, thence Northerly along the arc of said curve, through a central angle of $21^{\circ}04'12''$, an arc length of 238.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $10^{\circ}58'54''$ East, 237.10 feet; Course Three, thence North $00^{\circ}26'48''$ East, 1184.49 feet to a point lying on the Southerly right of way line of International Golf Parkway, also known as Nine Mile Road, a 66 foot right of way as monumented; thence North $89^{\circ}35'44''$ East, along said Southerly right of way line, 1327.60 feet to an angle point in said Southerly right of way line; thence North $89^{\circ}12'28''$ East, continuing along said Southerly right of way line, 1392.59 feet to an intersection with the Easterly line of said West one-half of the West one-half of Section 13, as monumented, said line also being the Westerly line of those lands described and recorded in Official Records Book 1568, page 482 of the public records of said county; thence South $00^{\circ}10'32''$ West, along said Easterly line, 5261.16 feet to a point lying on the Northerly line of Section 24, said Township and Range; thence South $89^{\circ}19'05''$ West, along said Northerly line and along the Northerly line of said Section 23, a distance of 3146.00 feet to the Point of Beginning.

Containing 314.34 acres, more or less.

EXHIBIT "B"
[SCHEDULE OF VALUES]



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name:	SOUTHAVEN PUD / OFFSITE UTILITY WATER
Contractor:	GLOBAL CONTRACTING GROUP, LLC
Developer:	SOUTHAVEN LAND ASSOCIATES, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
20" HDPE DIRECTIONAL DRILL	LF	80	\$ 266.76	\$ 21,340.80
20" HDPE OPEN CUT	LF	80	\$ 212.47	\$ 16,997.23
16" DR 25 PVC NORTH AMERICAN	LF	2575	\$ 95.85	\$ 246,813.75
12" DR 25 PVC NORTH AMERICAN	LF	20	\$ 90.53	\$ 1,810.50
	LF		\$ -	\$ -
Water Valves (Size and Type)				
16" AMERICAN	EA	5	\$ 7,268.63	\$ 36,343.15
12" AMERICAN	EA	1	\$ 5,591.25	\$ 5,591.25
16" 45 DEGREE BEND FITTING	EA	8	\$ 692.25	\$ 5,538.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Hydrants Assembly (Size and Type)				
FIRE HYDRANT ASSEMBLY	EA	3	\$ 5,032.12	\$ 15,096.36
FLUSHING HYDRANT ASSEMBLY	EA	1	\$ 958.50	\$ 958.50
			\$ -	\$ -
Total Water System Cost				\$ 350,489.54



St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: Southaven - Estimate for Future Reclaim Segment Deduct
 Contractor: Global Contracting Group, LLC
 Developer: Southaven Land Associates, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Reuse Mains (Size, Type & Pipe Class)				
Fittings	LS	1	\$ 13,294.05	\$ 13,294.05
16" PVC IRR MAIN	LF	1370	\$ 69.67	\$ 95,447.90
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Reuse Valves (Size and Type)				
2" IRR AR VALVE W/BOX	Ea	1	\$ 4,387.49	\$ 4,387.49
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Services (Size and Type)				
	LS		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Total Reuse System Cost				\$ 113,129.44

16" RWM \$/ft based on current SOV = $\frac{\$108,741.95}{1,370 \text{ ft}} = \79.37 per ft

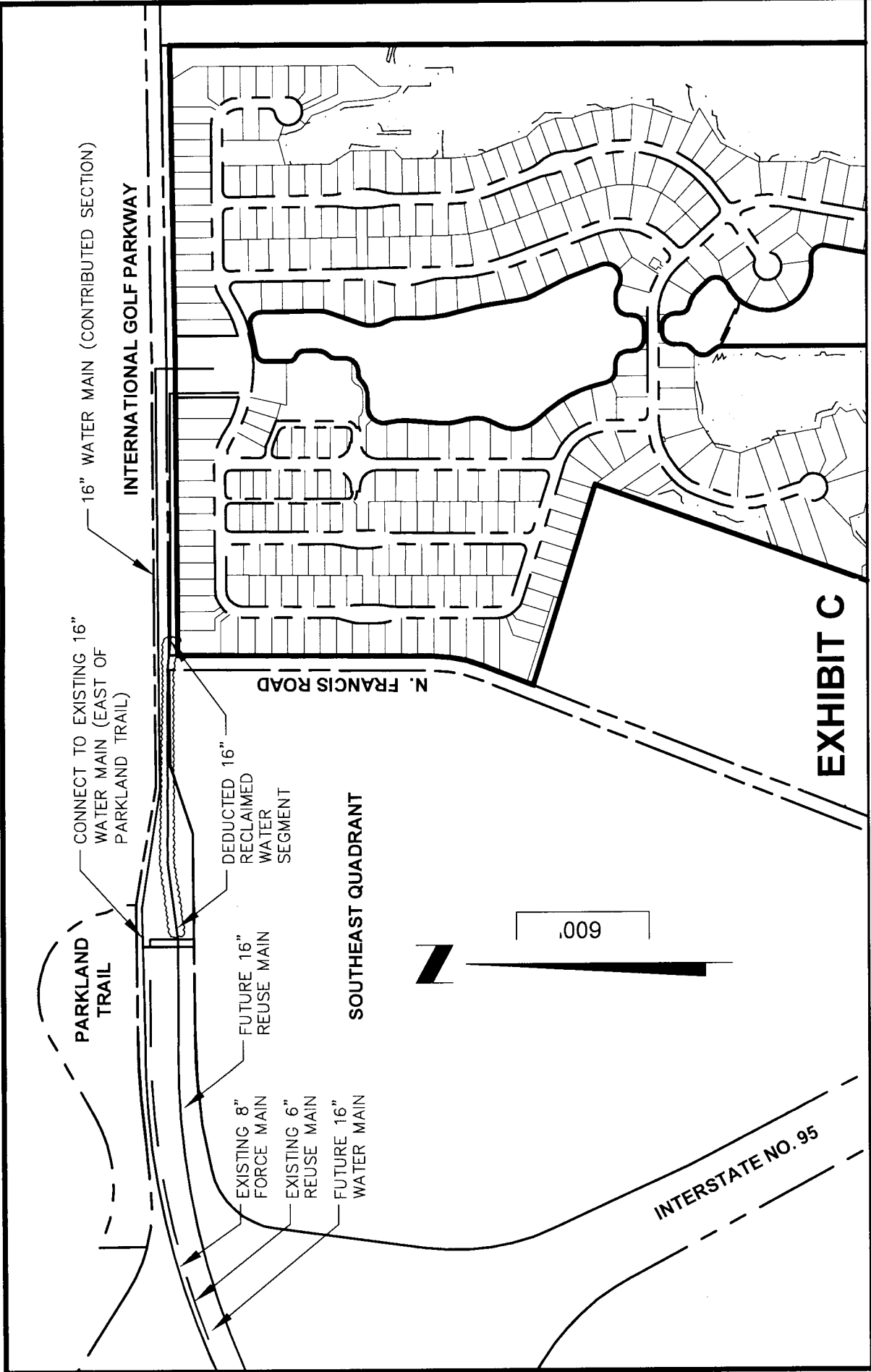
Length of Future Reclaim Wtr Segment = 1,097 ft

Estimated Cost of Future Segment (to be deducted) = $\$79.37/\text{ft} \times 1,097\text{ft}$
 = $\$87,072.93$

↓
\$ 87,073

EXHIBIT "C"

[SOUTHAVEN CONTRIBUTED SECTION LOCATION MAP]



ETM NO. 13-047
DRAWN BY: S. Lockwood
DATE: February 2, 2016
DRAWING NO. 1

UTILITY MAP

SOUTHAVEN PUD
FOR SOUTHAVEN LAND ASSOCIATES, LLC
ST. JOHNS COUNTY, FLORIDA

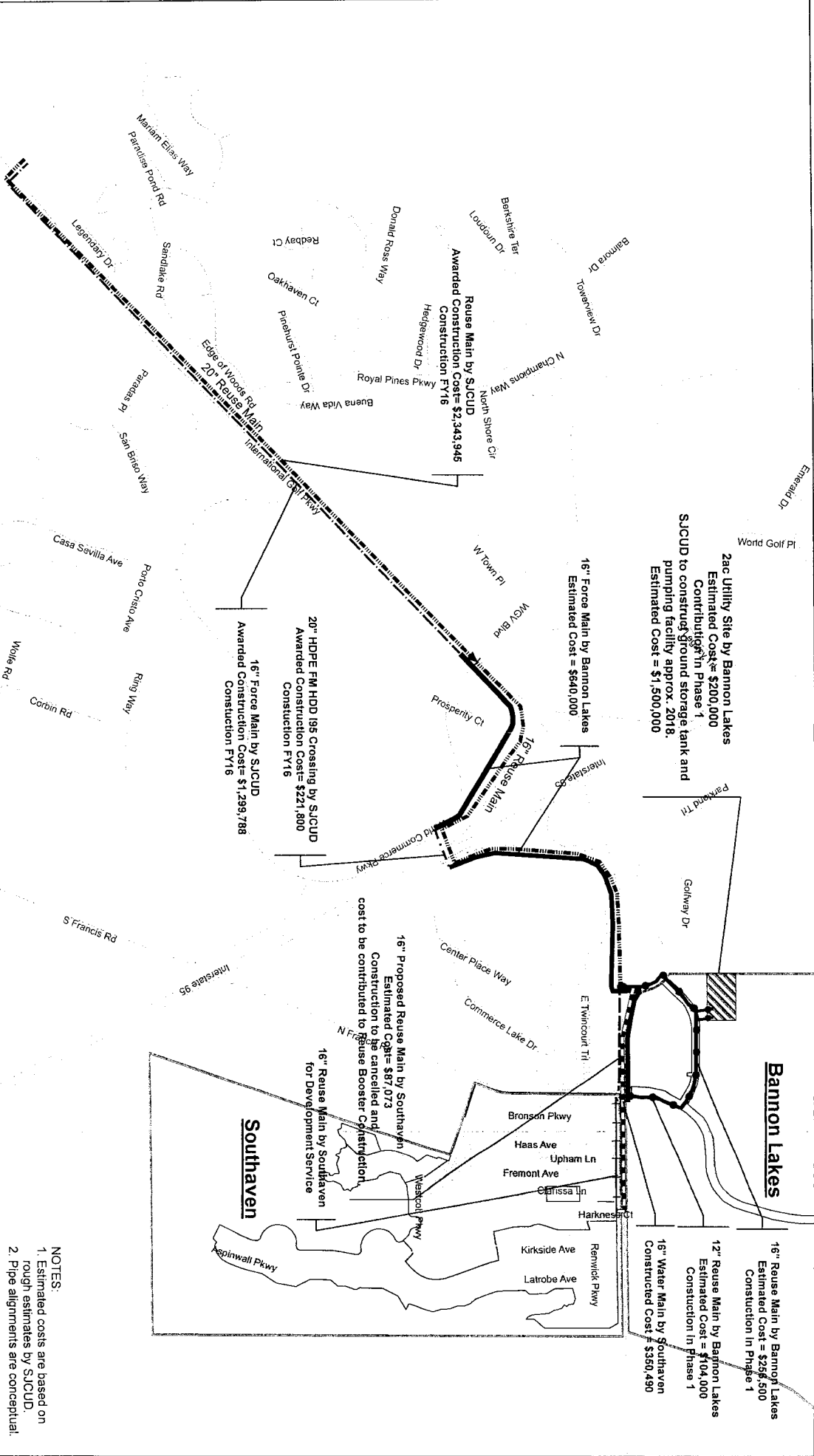
ETM
 VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.
 14775 Old St. Augustine Road, Jacksonville, FL 32256
 TEL: (904) 642-8990, FAX: (904) 646-9465
 CA - 0002284- LC - 0000318

EXHIBIT “D”

**[MAP OF PROPOSED INTERNATIONAL GOLF PARKWAY UTILITY
TRANSMISSION INFRASTRUCTURE]**

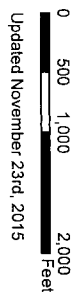


Exhibit D: Map of Proposed International Golf Parkway Utility Transmission Infrastructure



NOTES:
1. Estimated costs are based on rough estimates by SJCUD.
2. Pipe alignments are conceptual.

	16" Reuse Main by SJCUD
	16" Force Main by Southaven
	16" Force Main by Bannock Lakes
	16" Water Main by Southaven
	16" Reuse Main by Southaven (Proposed)



Updated November 23rd, 2015

