

RESOLUTION NO. 2017- 19

**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 GRAN LAKE INCORPORATED, FOR THE PROVISION OF UTILITY WATER UNIT CONNECTION FEE REFUND AND AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY**

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

**WHEREAS**, the County will collect the unit connection fees applicable to the water refund agreement and pay Gran Lake Incorporated on a quarterly basis; and

**WHEREAS**, with respect to the provision of refund of the water unit connection fees to the Developer, Gran Lake Incorporated has complied with the terms, provisions, conditions, and requirements of the current agreement for unit connection fee refund; and

**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:**

**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 Gran Lake Incorporated and authorizes the County Administrator or his designee to execute the agreement substantially in the same form as attached on behalf of the County.

**Section 3.** To the extent that there are any typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

**Section 4.** This resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17<sup>th</sup> day of January, 2017.

BOARD OF COUNTY COMMISSIONERS OF ST.  
JOHNS COUNTY, FLORIDA

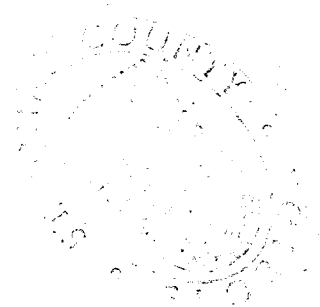
Attest: Hunter Conrad, Clerk

*Sam Halterman*  
Deputy Clerk

By:

*[Signature]*  
James K. Johns, Chair

RENDITION DATE 1/20/17



**WATER UNIT CONNECTION**  
**FEE REFUND AGREEMENT**

**THIS WATER UNIT CONNECTION FEE REFUND AGREEMENT** (the "Agreement) is entered into, and made effective, this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Gran Lake Incorporated, a Florida corporation ("GRAN LAKE"), 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.** GRAN LAKE is the developer and has constructed improvements within the single-family residential development known as the Gran Lake PUD (formerly known as Liberty Park PUD), located within the parcel of land zoned PUD pursuant to Ordinance No. 2005-33 recorded in Official Records Book 2408, Pages 1847 - 1867 of the official records of St. Johns County, Florida, as amended by Ordinance No. 2013-29 recorded in Official Records Book 3800, Pages 270 - 287 of the official records of St. Johns County, Florida (collectively, the "Gran Lake PUD"). The Gran Lake PUD is located on Pacetti Road, approximately 2.6 miles south of the intersection of Pacetti Road and State Road 16 in St. Johns County, Florida and is more particularly described on the attached and incorporated **Exhibit A**. GRAN LAKE plans to develop the Property with up to 296 single-family residential units as described in the Gran Lake PUD.

GRAN LAKE has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of GRAN LAKE's installation of approximately 75 feet of 24-inch (nominal) horizontal directional drilled water main, and 1,580 feet of 20-inch (nominal) water main 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 are adjacent to Pacetti Road. The Contributed Section was constructed and dedicated to the COUNTY in connection with the Gran Lake PUD project and are more particularly described in the Schedule of Values attached as **Exhibit B**, which is incorporated herein. The location of the Contributed Sections 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 GRAN LAKE or others who connect to the Contributed Section as allowed and contemplated under Ordinance 2013-13, shall be paid by the COUNTY to GRAN LAKE.

**It is expressly noted that as a condition precedent for any refund permitted under this Agreement, GRAN LAKE must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the COUNTY and GRAN LAKE) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of GRAN LAKE to have this Agreement recorded as noted above shall bar GRAN LAKE from receiving any subsequent refunds on water and sewer 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 GRAN LAKE as a result of future payment by GRAN LAKE 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, the cumulative amount of all refund payments to GRAN LAKE pursuant to this Agreement shall in no event exceed \$157,154.53 which is the actual total cost of the Contributed Section as verified by the final contractor's Schedule of Values in **Exhibit B** 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 GRAN LAKE or others as set forth in Section 4 below of any water unit connection fees for the Gran Lake PUD or paid by others connecting to the Contributed Section within six (6) years after the later of (i) the date of the recording of the easement and deed dedication to the COUNTY or (ii) acceptance by the COUNTY of the Bill of Sale that grants the Contributed Sections to the COUNTY or (iii) the recordation of this Agreement with the Clerk of Court, GRAN LAKE 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 GRAN LAKE quarterly upon payment by GRAN LAKE 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 GRAN LAKE after the six (6) year time period provided above shall not entitle GRAN LAKE 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 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) the date of acceptance by the COUNTY of the Bill of Sale that grants the Contributed Sections to the COUNTY or (iii) the recordation of this Agreement with the Clerk of Court, GRAN LAKE 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 GRAN LAKE 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.

7. **Notice.** Any notices required or allowed to be delivered under this Agreement shall be documented in writing and shall be deemed to be delivered when (i) hand delivered to the official designated below, or (ii) upon receipt of such notice when deposited in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to a party at the address set forth under the parties names below or at such other address as the part shall have specified by written notice to the other party delivered in accordance with this Agreement:

To County:                   St Johns County Utilities Department  
                                  1205 State Road 16  
                                  St Augustine, FL 32084  
                                  Attention: Chief Engineer-Development  
                                  Phone: (904) 209-2700

To Developer:               Gran Lake, Inc.  
                                  414 Old Hard Road, Suite 502  
                                  Fleming Island, FL 32003  
                                  Attention: President  
                                  Phone: (904) 264-6553

**[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:

Hunter S. Conrad  
Clerk of the Court

By: \_\_\_\_\_

Deputy Clerk

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, 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:

**GRAN LAKE, Inc. a  
Florida Corporation**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of GRAN LAKE, Inc., a Florida corporation, on behalf of the company.

\_\_\_\_\_  
(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 \_\_\_\_\_

**EXHIBIT "A"**  
**[LEGAL DESCRIPTION]**



**EXHIBIT A**  
**Gran Lake PUD MAJMOD**  
**Legal Description**

*A portion of Section 18, of the Antonio Huertas Grant, Section 41, Township 7 South, Range 28 East, and of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, all lying in St. Johns County, Florida, being more particularly described as follows: COMMENCING at the intersection of the Southerly line of said Section 41 with the Easterly right of way line of Pacetti Road and/or County Road No. 13A, a 100 foot right of way (formerly State Road No. S-13-A as shown on Florida Department of Transportation Right of Way map, Section No. 7852-(150)250), said point also being the Southwest corner of those certain lands described in Deed Book 257, Page 490 of the Public Records of said County; thence North 02°06'06" West, along said Easterly right of way line, 132.78 feet to the Northwest corner of said last mentioned lands for a POINT OF BEGINNING; thence continue North 02°06'06" West, along said Easterly right of way line, 2,049.35 feet to the point of curvature of a curve concave Easterly and having a radius of 2,242.01 feet; thence Northerly around and along the arc of said curve and continuing along said Easterly right of way line, a distance of 566.21 feet, said arc being subtended by a chord bearing and distance of North 05°08'00" East, 584.70 feet to the point of tangency of said curve; thence North 12°22'05" East, continuing along said Easterly right of way line, 845.65 feet to the Northwest corner of the property of William H. and David E. Jones as recorded in Official Records Book 7, Page 638 of said Public Records; thence South 73°43'50" East, along the Northerly line of said last mentioned lands, and along the Southerly line of those certain lands recorded in Official Records Book 1081, Page 891 of said Public Records, 401.11 feet, thence North 21°36'54" East, along the Easterly line of said last mentioned lands and along the Westerly line of said lands in Official Records Book 7, Page 638, a distance of 354.66 feet; thence South 69°17'22" East, along the Northerly line of said last mentioned lands and along the Southerly line of said lands in Official Records Book 1081, Page 891 and along the Southerly line of those certain lands recorded in Official Records Book 1703, Page 468 of said Public Records, a distance of 1,722.03 feet to the Southeast corner of said last mentioned lands and a point situate in the Easterly line of said Section 18 of the Antonio Huertas Grant; thence South 19°17'58" West, along said Easterly line of Section 18, a distance of 3,732.88 feet to the Southeast corner thereof and a point situate on said Southerly line of Section 41; thence North 71°38'01" West along said last mentioned line, and along the Southerly line of said Section 18, a distance of 823.80 feet to the Southeast corner of said lands in Deed Book 257, Page 490; thence North 03°17'06" West, along the Easterly line of said last mentioned lands, 132.31 feet to the Northeast corner thereof, thence North 71°20'13" West, along the Northerly line of said last mentioned lands, 274.13 feet to the POINT OF BEGINNING.*

*Containing 148.0457 acres, more or less.*

**EXHIBIT "B"**  
**[SCHEDULE OF VALUES]**



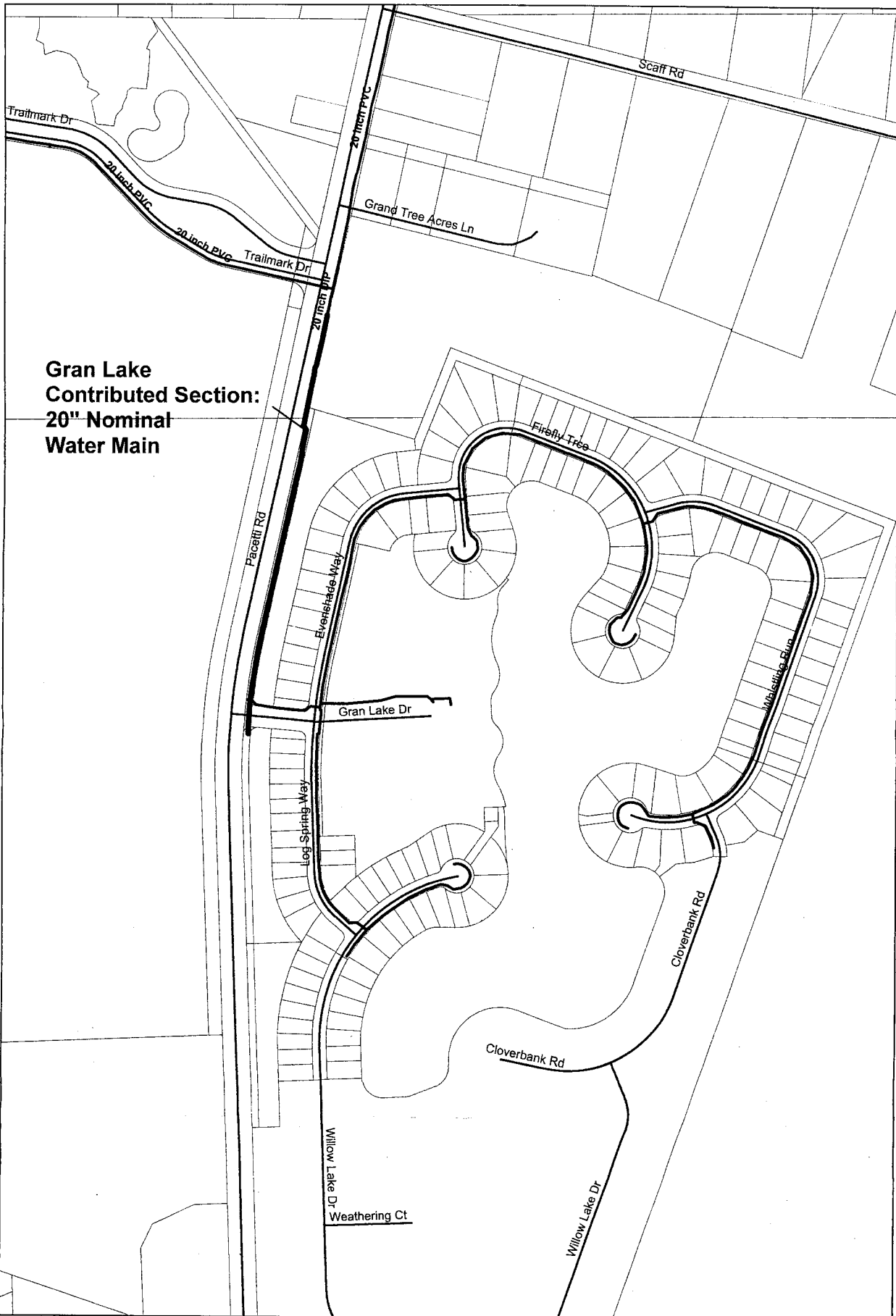
**St. Johns County Utility Department**  
 Asset Management  
 Schedule of Values

Project Name: Gran Lakes Utilities (OFFSITE)  
 Contractor: A. J. Johns, Inc.  
 Developer: Richmond American Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
20" PVC DR 18	LF	1580	\$ 77.85	\$ 123,003.00
24" HDPE	LF	75	\$ 233.75	\$ 17,531.25
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
20" GATE VALVE	Ea	2	\$ 3,395.26	\$ 6,790.52
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
6" FIRE HYDRANT	Ea	2	\$ 4,914.88	\$ 9,829.76
			\$ -	\$ -
			\$ -	\$ -
<b>Sevices (Size and Type)</b>				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water (Offsite) System Cost</b>				<b>\$ 157,154.53</b>

**EXHIBIT “C”**

**[CONTRIBUTED SECTIONS LOCATION MAP]**



**Gran Lake  
Contributed Section:  
20" Nominal  
Water Main**



**Exhibit C: Gran Lake Contributed Section  
(20" Nominal Water Main)**

0 0.0150.03 0.06 0.09 0.12 Miles

**DISCLAIMER:**  
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.  
Map Prepared: 10/31/2016

N