

RESOLUTION NO. 2020-480

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 NGMB PROPERTIES, LLC, FOR THE PROVISION OF UTILITY SEWER UNIT CONNECTION FEE REFUND AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE SEWER UNIT CONNECTION REFUND AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, NGMB Properties, LLC (Developer) is required to design, construct, and dedicate specific Wastewater Transmission Contributions to the County for ownership and maintenance in order for the County to provide utility service to the Parkland Preserve development (SUBCON 2018000018), located in the Northeast Quadrant of the Interchange Parcels PUD, Ordinance 1991-36, as amended and approved by the Board of County Commissioners; and

WHEREAS, the Developer completed specific improvements to an existing master lift station which will accommodate service to the Parkland Preserve development and neighboring sites; and

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

WHEREAS, the County and Developer have prepared the attached Unit Connection Fee Refund agreement defining the scope, timing, and method of reimbursement for the utility transmission contributions; and

WHEREAS, due to the delayed timing of the infrastructure construction the proposed sewer unit connection refund Agreement proposes unique provisions to allow retroactive refund of unit connection fees collected beginning December 26th, 2019, which is the date of the Florida Department of Environmental Protection clearance of the sewer system; and

WHEREAS, the County will collect the unit connection fees applicable to the sewer unit connection fee refund Agreement and pay Developer on a quarterly basis; and

WHEREAS, the sewer unit connection refund Agreement is valid for a six (6) year time limit from the date set forth in Utility Ordinance, Section 25 -E; and

WHEREAS, the County has determined that accepting the terms of the Sewer 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 approves the terms, provisions, conditions, and requirements of the Sewer Unit Connection Fee Refund Agreement between St. Johns County, Florida, and NGMB Properties, LLC and authorizes the County Administrator to execute this Sewer Unit Connection Fee Refund Agreement on behalf of St. Johns County substantially in the form attached hereto.

Section 3. If there are 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 1 day of December, 2020.

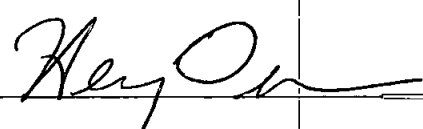
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

ATTEST:

Brandon J. Patty,
Clerk of the Circuit Court and
Comptroller


Deputy Clerk

By:


Henry Dean, Vice Chairman

RENDITION DATE 12/3/20



**SEWER UNIT CONNECTION
FEE REFUND AGREEMENT**

THIS SEWER UNIT CONNECTION FEE REFUND AGREEMENT (the "Agreement) is entered into, and made effective, this ____ day of ____, 2020, by and between NGMB Properties, LLC, a Florida limited liability company ("NGMB"), 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.** NGMB is developing the horizontal improvements, including the water distribution and sanitary sewer collection systems, for the single family age restricted project known as Parkland Preserve (SUBCON 2018000018), located in the Northeast Quadrant of the Interchange Parcels PUD, Ordinance 1991-36, as amended and approved by the Board of County Commissioners. Parkland Preserve is located along Parkland Trail near the Northeast Quadrant of the Interstate 95 and International Golf Parkway Interchange in St Johns County, Florida and is more particularly described on the attached and incorporated **Exhibit A**. Development of the Property is planned to consist of up to 398 single-family age restricted residential units and an amenity center as described in the Parkland Preserve PUD.

NGMB has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of NGMB's improvements to the Parkland Trail Master Lift Station required to meet the anticipated utility transmission needs for the region. The Sewer Improvements (collectively referred to herein as the "Contributed Section") are located within the existing Parkland Trail Lift Station Site located in a utility easement along Parkland Trail adjacent to the Parkland Preserve Development. The Contributed Section is to be constructed and dedicated to the COUNTY in connection with the Parkland Preserve (SUBCON 2018000018) project and is more particularly described in the Schedule of Values attached as **Exhibit B**, which is incorporated herein. The detailed scope of the Contributed Section is illustrated on **Exhibit C**. The location of the Contributed Section and corresponding service area is depicted on **Exhibit D**.

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

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, NGMB must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the COUNTY and NGMB) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of NGMB to have this Agreement recorded as noted above shall bar NGMB from receiving any subsequent refunds on 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 NGMB as a result of payment by NGMB of sewer unit connection fees, or as the result of payment of sewer 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 NGMB pursuant to this Agreement shall in no event exceed \$139,021.00 which is the actual cost of the Contributed Section as shown on 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.** As approved by Resolution 2020-____ of the St. Johns County Board of County Commissioners in accordance with Section 25-E of Ordinance 2013-13, the County will track and retain the transmission component of sewer unit connection fees collected within the PARCEL or paid by others connecting to the Contributed Sections as illustrated by **Exhibit D** starting from December 26, 2019, which was the date of clearance to activate the sewer system from the Florida Department of Environmental Protection up to the date of this Agreement for the purpose of retroactively refunding to the Owner upon execution and recordation of this Agreement with the Clerk of Courts. Upon recordation of this Agreement with the Clerk of the Court, and upon payment by NGMB or others as set forth in Section 4 below of any sewer unit connection fees for the PARCEL or paid by others connecting to the Contributed Sections as illustrated by **Exhibit D** within six (6) years after the later of (i) acceptance by the COUNTY of the Bill of Sale that grants the Contributed Sections to the COUNTY or (ii) the recordation of this Agreement with the Clerk of Court, NGMB shall be entitled to a refund of the transmission component of any such sewer unit connection fees in an amount not to exceed the Contributed Sections Cost. The refund described in this Section shall be paid to NGMB quarterly upon payment by NGMB or others of such sewer 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 sewer unit connection fees. Sewer unit connection fees paid by NGMB or others after the six (6) year time period provided above shall not entitle NGMB 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 D** within six (6) years after the

later of (i) the date of acceptance by the COUNTY of the Bill of Sale that grants the Contributed Sections to the COUNTY or (ii) the recordation of this Agreement with the Clerk of Court, NGMB shall be entitled to a refund equal to the value of the sewer transmission component of any such sewer unit connection fees paid by others in an amount which, cumulatively with any other refund payments paid to NGMB under the terms of this Agreement, shall not exceed the Contributed Sections 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 party 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: NGMB Properties, LLC
1478 Riverplace Boulevard, Suite 1808
Jacksonville, FL 32207
Attention: Mohammad Bataineh, Member
Phone: (904) 683-2590

With Copy to: Bataineh Palmeri, LLP
1200 Riverplace Boulevard, Suite 705
Jacksonville, Florida 32207
Attention: Mohammad R. Bataineh, Esq.
Phone: (904) 683-2590

[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:

Brandon Patty
Clerk of the Court

By: _____

Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of _____, 2020, 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:

**NGMB PROPERTIES, LLC, a
Florida limited liability company**

Print Name: _____

By: _____
Mohammad Bataineh
Its, Authorized Member

Print Name: _____

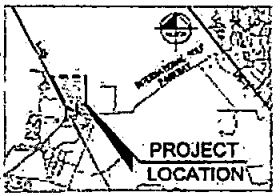
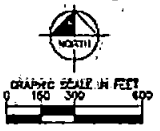
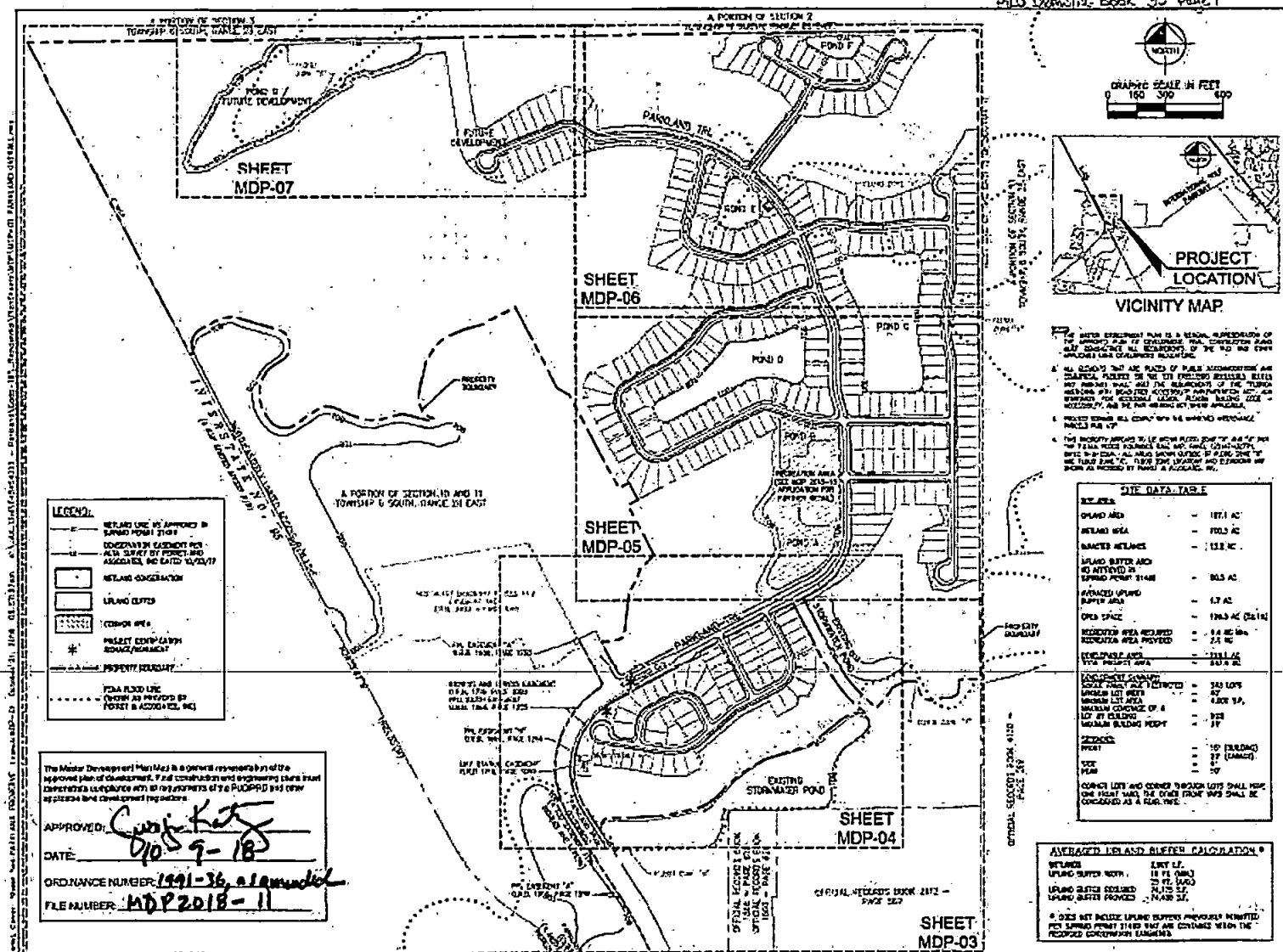
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of _____, 2020, by Mohammad Bataineh, as Authorized Member of NGMB Properties, LLC, a Florida limited liability company, 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"

[PARCEL MAP & LEGAL DESCRIPTION]



NOTES:

- THIS MASTER DEVELOPMENT PLAN IS A GENERAL REPRESENTATION OF THE APPROVED PLAN OF DEVELOPMENT. THE CONTRACTOR SHALL VERIFY ALL REQUIREMENTS OF THE MD AND THE STATE OF MICHIGAN AND OBTAIN NECESSARY PERMITS.
- ALL UTILITIES SHOWN ARE BASED ON PUBLIC RECORDS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE COST OF SUCH PERMITS.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

SITE DATA TABLE	
GRAND AREA	1871 AC
WETLAND AREA	1803 AC
WATER WETLANDS	132 AC
WETLAND BUFFER AND 40' BUFFER	303 AC
WETLAND BUFFER AREA	17 AC
OPEN SPACE	1863 AC (84%)
RECORDED AREA PROVIDED	24 AC (1%)
RECORDED AREA PROVIDED	24 AC
RECORDED AREA PROVIDED	24 AC
RECORDED AREA PROVIDED	24 AC

AVG. LOT AREA CALCULATION

WETLANDS: 1803 AC
 WETLAND BUFFER: 303 AC
 WETLAND BUFFER AREA: 17 AC
 OPEN SPACE: 1863 AC
 RECORDED AREA PROVIDED: 24 AC

NOTE: DOES NOT INCLUDE WETLAND BUFFER PROVIDED PER SPURDIN PERMIT #1489 AND ARE CONTAINED WITHIN THE RECORDED CONSTRUCTION LINES.

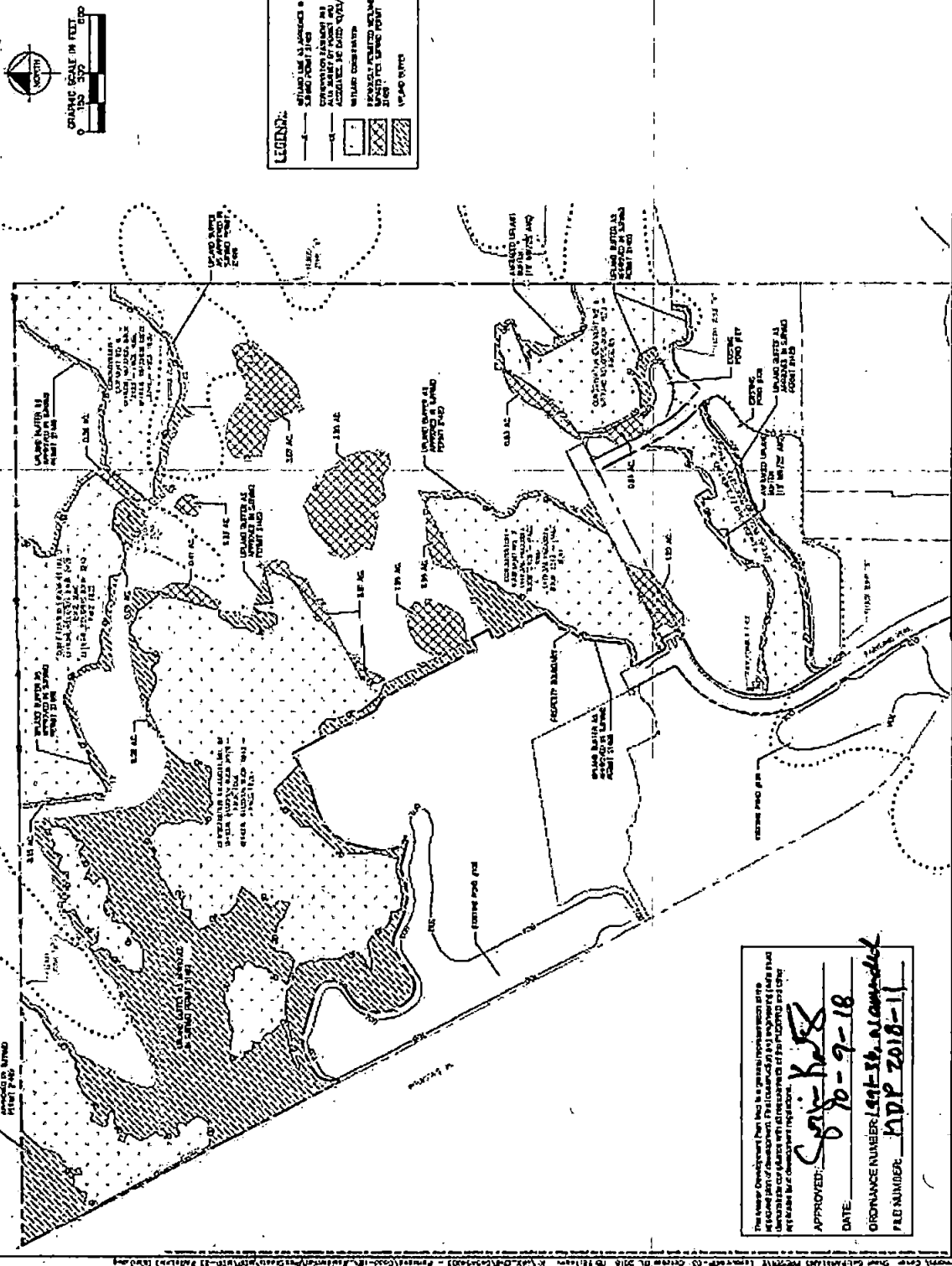
LEGEND	
(Symbol)	WETLAND USE AS APPROVED IN SPURDIN PERMIT #1489
(Symbol)	WETLAND BUFFER AREA AS APPROVED IN SPURDIN PERMIT #1489
(Symbol)	WETLAND BUFFER AREA AS APPROVED IN SPURDIN PERMIT #1489
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(Symbol)	WETLAND BUFFER AREA AS APPROVED IN SPURDIN PERMIT #1489

The Master Development Plan is a general representation of the approved plan of development. It and construction and engineering plans must conform to all requirements of the PUDPPP and other applicable laws and regulations.

APPROVED: *[Signature]*
 DATE: 10-9-18
 ORDINANCE NUMBER: 1491-36, amended
 FILE NUMBER: MDP2018-11

Parkland Preserve
 (SUBCON 2018000018)
 Sewer Refund Agreement
 October 27, 2020

Pasadena Book 35, Page 3

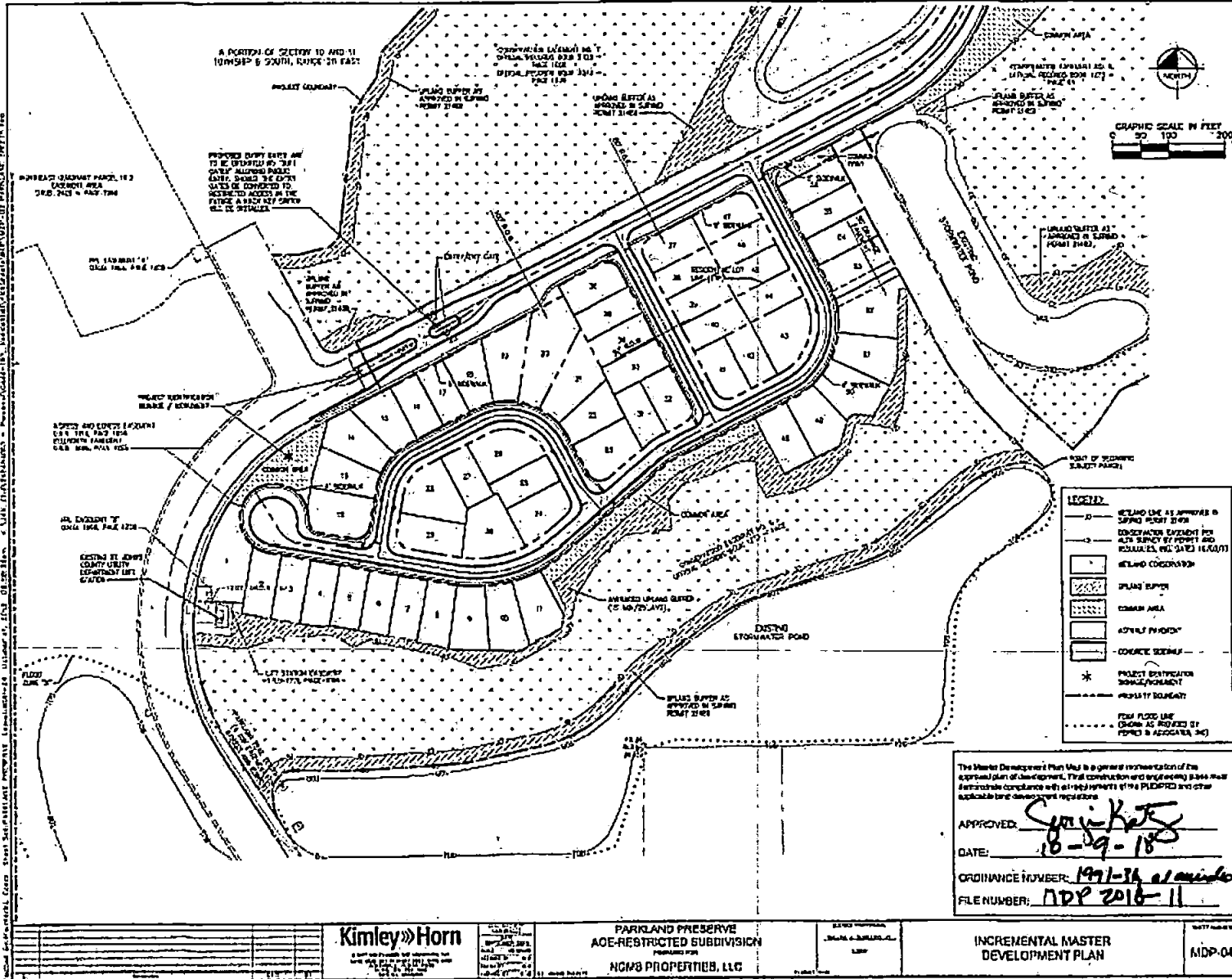


The above Development Plan has been prepared in accordance with the requirements of the City of Pasadena and the State of California. It is submitted for your review and approval. This Development Plan is subject to the requirements of the Planning and Zoning Commission and the City Council. The City Council is the final authority on the approval of this Development Plan.

APPROVED: *[Signature]*
 DATE: 10-9-18
 ORDINANCE NUMBER: 199136-01 amended
 P.L.D. NUMBER: MDP 2018-11

PROJECT NAME	INCREMENTAL MASTER DEVELOPMENT PLAN	PROJECT NUMBER	MDP-03
CLIENT	PARKLAND PRESERVE AGE RESTRICTED SUBDIVISION	DATE	10/9/18
DESIGNER	NOVA PROPERTY, LLC	SCALE	AS SHOWN
APPROVED	<i>[Signature]</i>	DATE	10-9-18
ORDINANCE NUMBER	199136-01 amended	P.L.D. NUMBER	MDP 2018-11

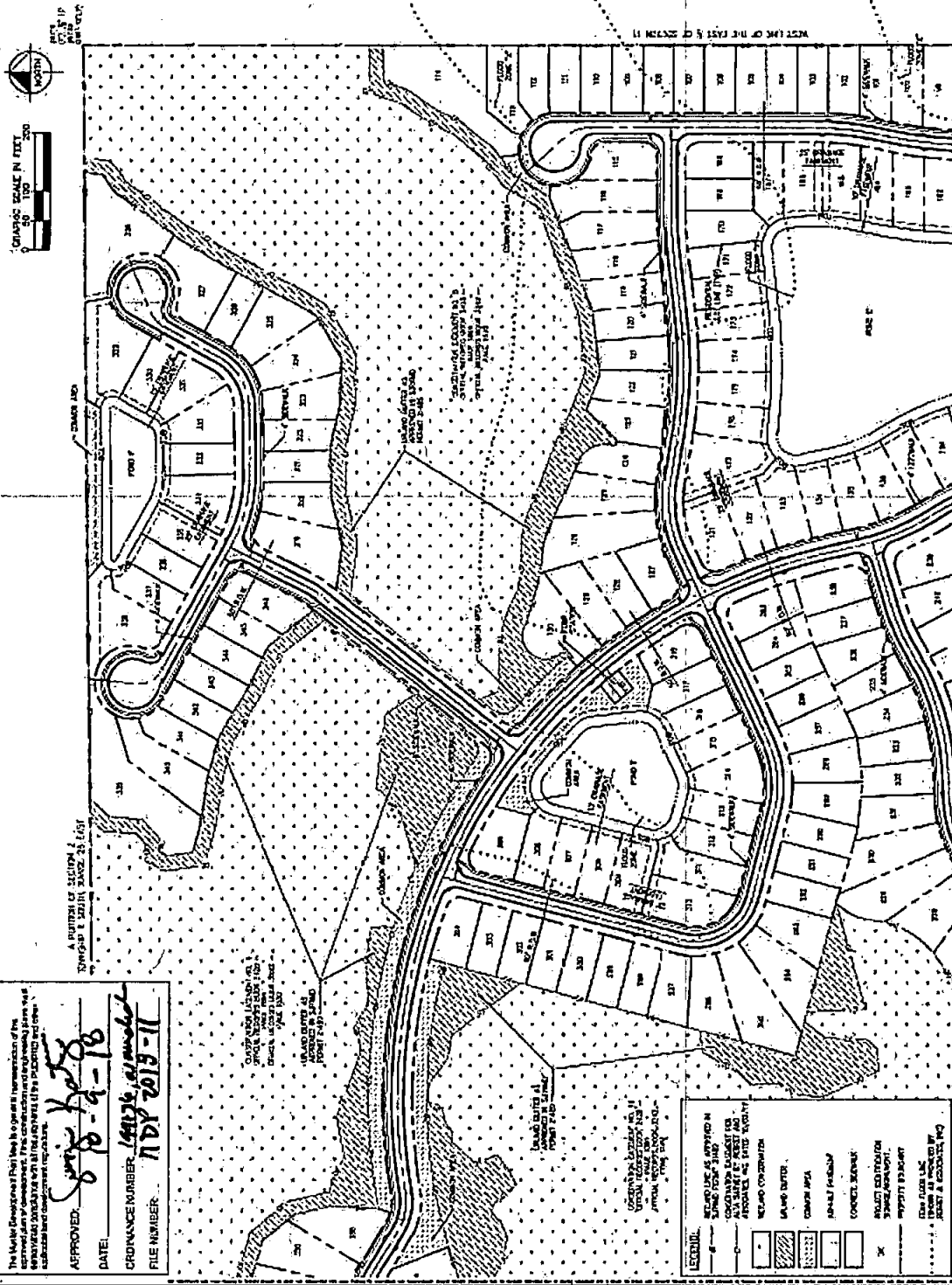
Parkland Preserve
 (SUBCON 201800018)
 Sewer Refund Agreement
 October 27, 2020



The Master Development Plan Map is a general representation of the approved plan of development. Final construction and engineering plans must demonstrate compliance with all requirements of the PLACED and other applicable local development regulations.

APPROVED: *[Signature]*
 DATE: 10-29-18
 ORDINANCE NUMBER: 197-36 as amended
 FILE NUMBER: MDP 2016-11

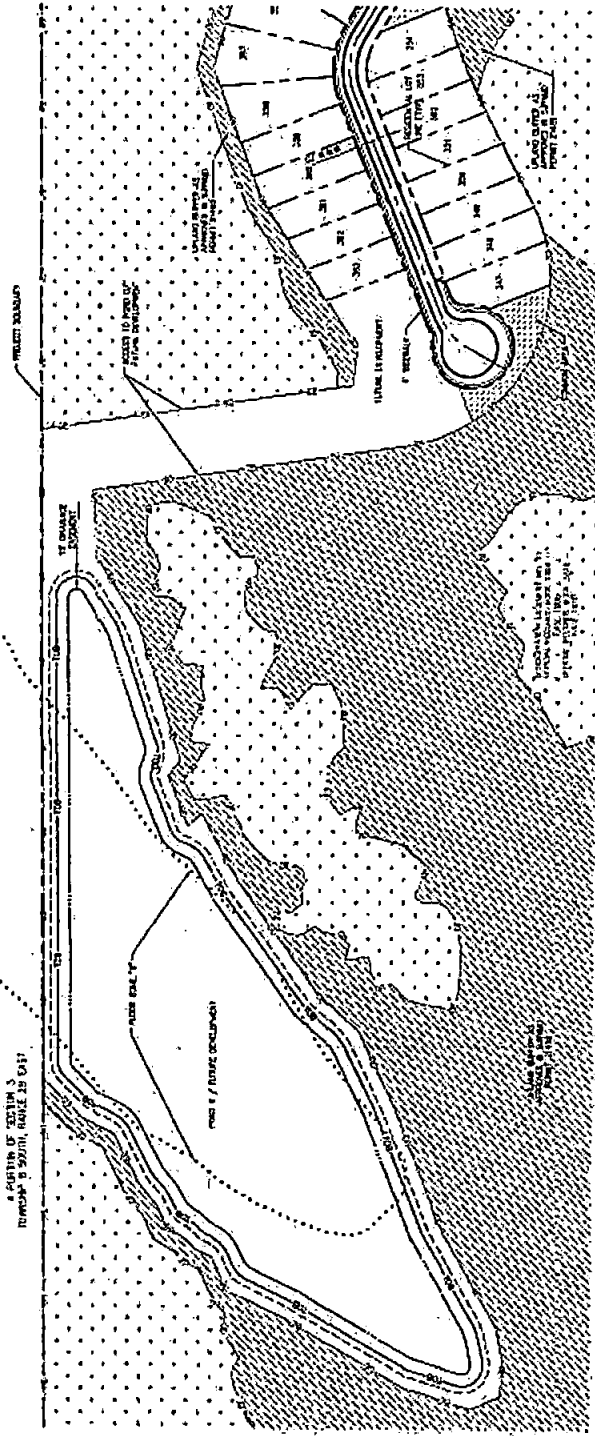
PUD Rollback Book 35 Page 6



<p>Parkland Preserve AGE-RESTRICTED SUBDIVISION NOMI PROPERTIES, LLC</p>	<p>WICHITA MASTER DEVELOPMENT PLAN</p>	<p>MDP-06</p>
<p>Kimley-Horn INCORPORATED</p>		

Parkland Preserve
 (SUBCON 201800018)
 Sewer Refund Agreement
 October 27, 2020

PUD DEVELOPMENT PLAN 35 Page 7



LEGEND	SYMBOL	DESCRIPTION
(Symbol)	REMAIN USE AS ZONED IN	REMAIN USE AS ZONED IN
(Symbol)	EXISTING UTILITIES TO	EXISTING UTILITIES TO
(Symbol)	PROPOSED UTILITIES TO	PROPOSED UTILITIES TO
(Symbol)	RELAND CONSTRUCTION	RELAND CONSTRUCTION
(Symbol)	UTILITY RIGHTS	UTILITY RIGHTS
(Symbol)	COMMON AREA	COMMON AREA
(Symbol)	APPROXIMATE FUTURE	APPROXIMATE FUTURE
(Symbol)	EXISTING ROADS	EXISTING ROADS
(Symbol)	POLY CONTOUR	POLY CONTOUR
(Symbol)	PROPERTY BOUNDARY	PROPERTY BOUNDARY
(Symbol)	TRAIL AND/OR LINE TO	TRAIL AND/OR LINE TO
(Symbol)	ADJACENT TO	ADJACENT TO

The Mayor Development Plan 35 is a general improvement plan of the Parkland Preserve, Parkland Preserve and existing utility lines and other improvements of the Parkland Preserve.

APPROVED: *[Signature]*
 DATE: 10/29/18
 ORDINANCE NUMBER: 111-26.01 amended
 FILE NUMBER: MDP 2018-11

	PARKLAND PRESERVE AGE RESTRICTED SUBDIVISION KIMLEY-HORN HOORN PROPERTIES, LLC	INCREMENTAL MASTER DEVELOPMENT PLAN	MDP-07
	PROJECT NUMBER:	SHEET NUMBER:	DATE:

Parkland Preserve
 (SUBCON 201800018)
 Sewer Refund Agreement
 October 27, 2020

EXHIBIT "B"

[SCHEDULE OF VALUES]

ST. JOHNS COUNTY UTILITY DEPARTMENT

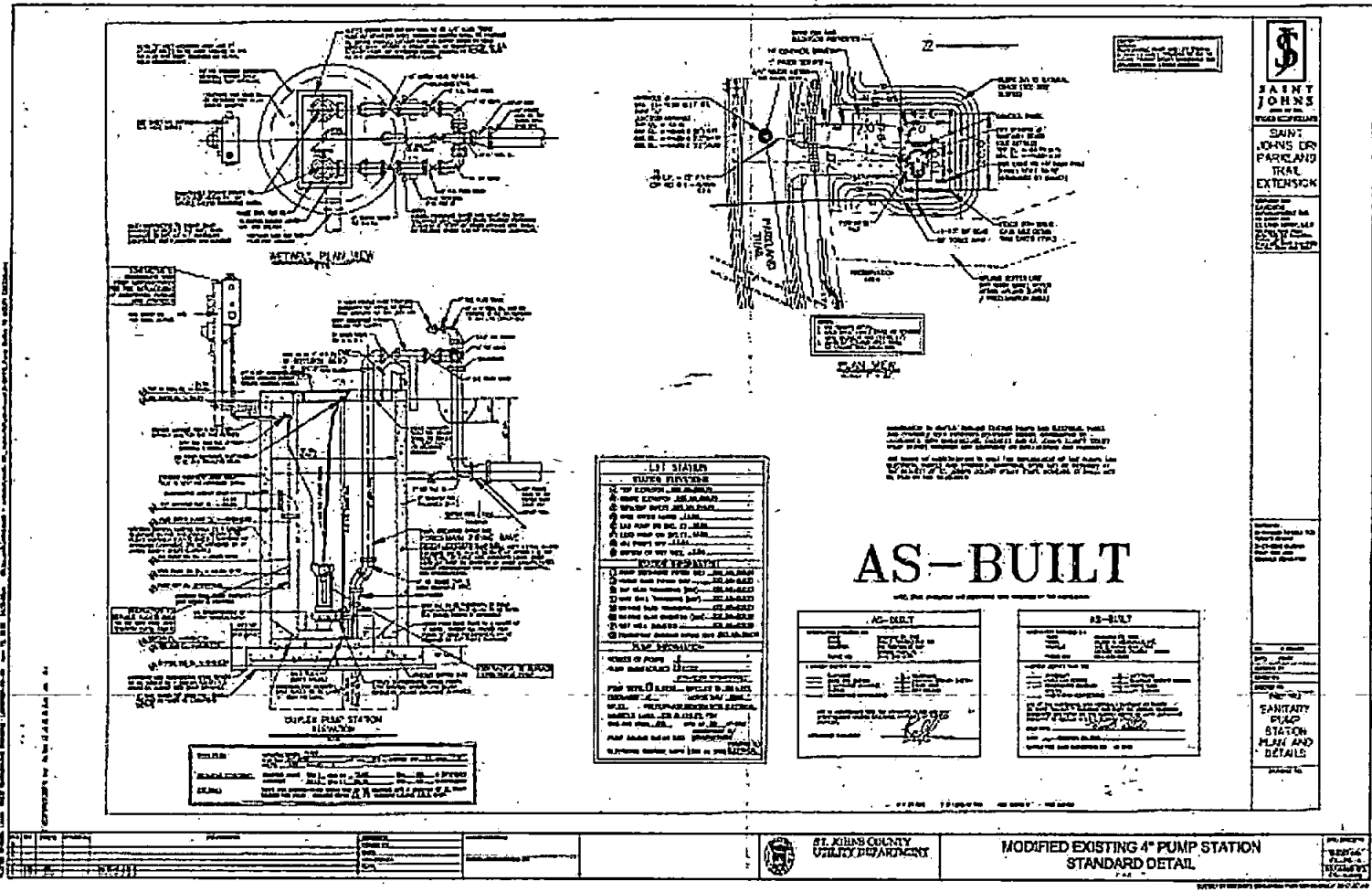


**ASSET MANAGEMENT
SCHEDULE OF VALUES - SEWER**

Project Name: Parkland Preserve - Existing County Lift Station Improvements (Pumps & Panel Only)
 Contractor: Jr. Davis Construction Company, Inc.
 Developer: NGMB Properties, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 139,021.00	\$ 139,021.00
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 139,021.00

EXHIBIT "C"
[SCOPE DETAIL]



SAINT JOHN'S COUNTY
 PARKLAND TRAIL EXTENSION

SAINT JOHN'S COUNTY
 UTILITY DEPARTMENT

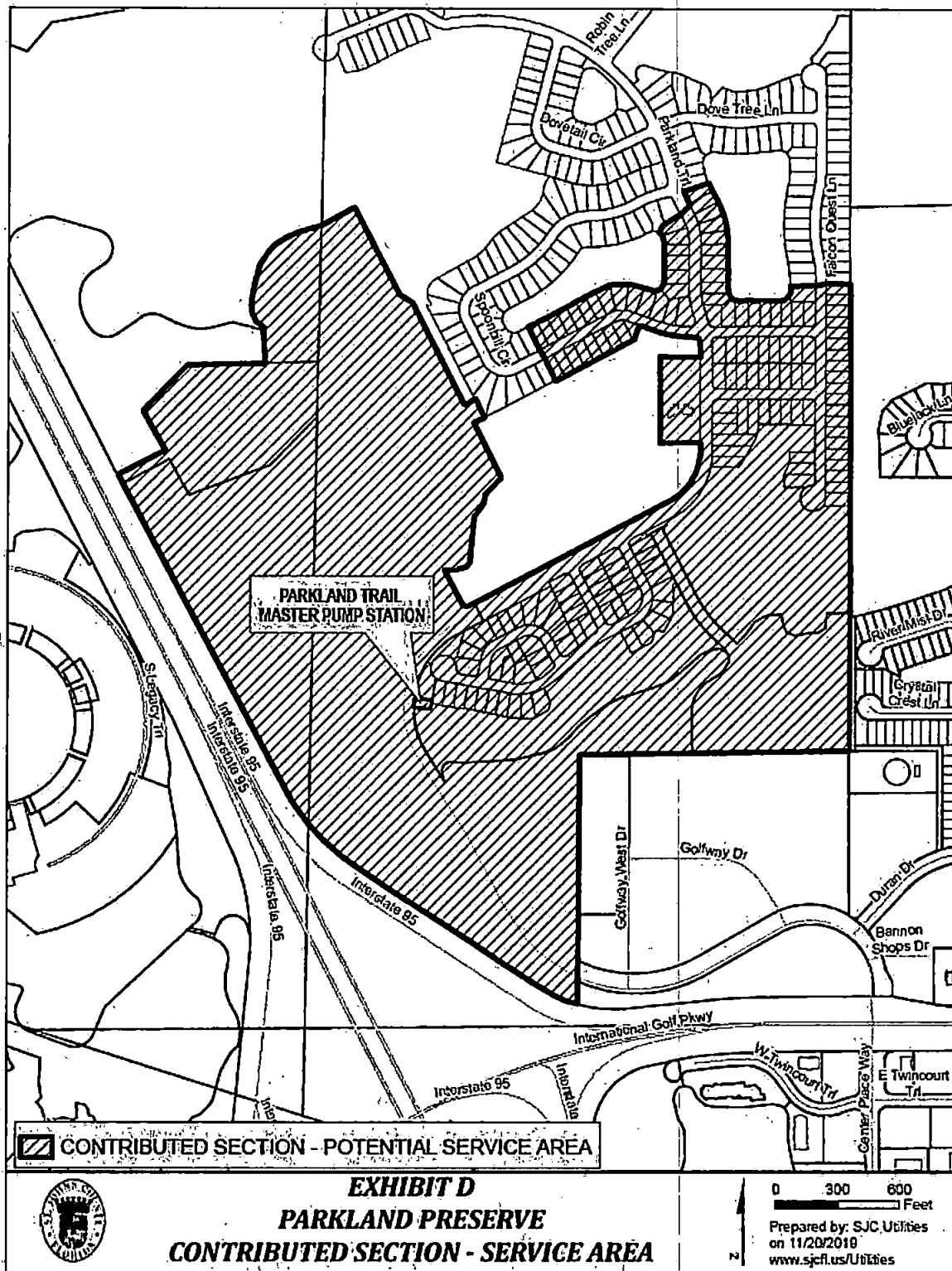
SAINT JOHN'S COUNTY
 UTILITY DEPARTMENT

MODIFIED EXISTING 4" PUMP STATION
 STANDARD DETAIL

DATE: 10/27/20

EXHIBIT "D"

[CONTRIBUTED SECTION LOCATION & SERVICE AREA MAP]



Parkland Preserve
 (SUBCON 2018000018)
 Sewer Refund Agreement
 October 27, 2020