

RESOLUTION NO. 2021-172

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 RING POWER CORPORATION, FOR THE PROVISION OF UTILITY WATER AND SEWER UNIT CONNECTION FEE REFUND AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE WATER AND SEWER UNIT CONNECTION REFUND AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, RING POWER CORPORATION, a Florida corporation (Developer) has constructed improvements within the roadway construction project known as the SR 13N & SR 16 Utility Extensions (RW CONST 2016000004), and dedicate specific Water and Wastewater Transmission Contributions to the County for ownership and maintenance in order for the County to provide utility service to the Parcel located at 6545 State Road 13N (PIN 012360 0000) for eventual plans to construct a 300 seat restaurant; and

WHEREAS, the Developer has constructed the required utility transmission contributions to provide service to the Parcel; and

WHEREAS, St. Johns County, Florida (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 and sewer unit connection fee refund Agreement and pay Developer on a quarterly basis; and

WHEREAS, the water and sewer unit connection refund Agreement is valid for a nine (9) 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 Water and 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 Water and Sewer Unit Connection Fee Refund Agreement between St. Johns County, Florida, and Ring Power Corporation and authorizes the County Administrator or his designee to execute this Water and 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 20th day of April, 2021.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

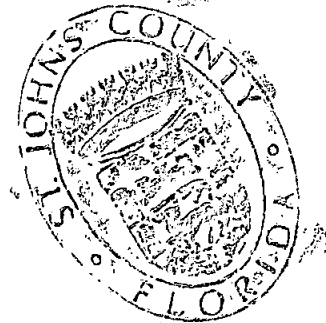
Attest: Brandon J. Patty, Clerk of
the Circuit Court and Comptroller

Uwanna King
Deputy Clerk

By:

Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

RENDITION DATE APR 22 2021



**WATER AND SEWER UNIT CONNECTION
FEE REFUND AGREEMENT**

THIS WATER AND SEWER UNIT CONNECTION FEE REFUND AGREEMENT (the "Agreement") is entered into, and made effective, this ____ day of ____, 2021, by and between RING POWER CORPORATION, a Florida corporation ("RING POWER"), 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.** RING POWER is the developer and has constructed improvements within the roadway construction project known as the SR 13N & SR 16 Utility Extensions (RW CONST 2016000004), located along the existing right of way of State Road 13N and State Road 16 from 6555 State Road 16 to 6545 State Road 13N. The project is intended to provide eventual water and sewer service to the parcel located at 6545 State Road 13N (PIN 012360 0000) (the "PARCEL"), and is more particularly described on the attached and incorporated **Exhibit A**. RING POWER plans to develop the PARCEL: in the future into a 300 seat restaurant per the Utility Availability Letter dated July 15, 2015, which is attached and incorporated as **Exhibit B**.

RING POWER has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of RING POWER's installation of approximately 321 feet of 18-inch (nominal) water main, 2,606 feet of 16-inch (nominal) water main, 10,110 feet of 12-inch (nominal) water main (the "Water Mains"), and 1,182 feet of 16-inch (nominal) sewer force main, 9,241 feet of 10-inch (nominal) sewer force main; 5,595 feet of 12-inch (nominal) sewer force main (the "Sewer Force Mains") required to meet the anticipated utility transmission needs for the region. The Water Mains and Sewer mains (collectively referred to herein as the "Contributed Sections") are located within the St. Johns County road rights of way and are adjacent to State Road 16, and State Road 13N. The Contributed Sections were constructed and dedicated to the COUNTY in connection with the SR 13N & SR 16 Utility Extensions (RW CONST 2016000004) project and are more particularly described in the Schedule of Values attached as **Exhibit C**, which is incorporated herein. The location of the Contributed Sections is depicted on **Exhibit D**.

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

SR 13N & SR 16 Utility Extensions 1
(RW CONST 2016000004)
W&S Refund Agreement
June 24, 2020

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, RING POWER must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the COUNTY and RING POWER) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of RING POWER to have this Agreement recorded as noted above shall bar RING POWER 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 RING POWER as a result of future payment by RING POWER of water and sewer unit connection fees, or as the result of payment of water and sewer unit connection fees by others who connect to the Contributed Sections 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 RING POWER pursuant to this Agreement shall in no event exceed \$2,316,198.60 (\$1,150,342.12 for Water and \$1,165,856.48 for Wastewater), which is the actual total cost of the Contributed Sections as verified by the final contractor's Schedule of Values in **Exhibit C** and herein referred to as the "Contributed Sections 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 RING POWER or others as set forth in Section 4 below of any water and/or sewer unit connection fees for the PARCEL or paid by others connecting to the Contributed Sections within nine (9) 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, RING POWER shall be entitled to a refund of the transmission component of any such water and sewer unit connection fees in an amount not to exceed the Contributed Sections Cost. The refund described in this Section shall be paid to RING POWER quarterly upon payment by RING POWER or others of such water and sewer unit connection fees, whether in connection with a Capacity Commitment Agreement, or as connections are actually made. Water and sewer unit connection fees paid by RING POWER after the nine (9) year time period provided above shall not entitle RING POWER 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 Sections as depicted on Exhibit C within nine (9) 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, RING POWER shall be entitled to a refund equal to the value of the water and sewer transmission component of any such water and sewer unit connection

fees paid by others in an amount which, cumulatively with any other refund payments paid to RING POWER 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 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: Ring Power.
500 World Commerce Pkwy
St Augustine, FL 32092
Attention: President
Phone: (904) 737-7730

[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 _____, 2021, by _____, as _____ of St. Johns County, a political subdivision of the State of 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 _____

Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

**RING POWER OF FLORIDA, LLC, 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 by means of physical
presence or online notarization this ____ day of _____, 2021, by
_____, as _____ of RING POWER OF
FLORIDA, 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"

[PARCEL MAP & LEGAL DESCRIPTION]

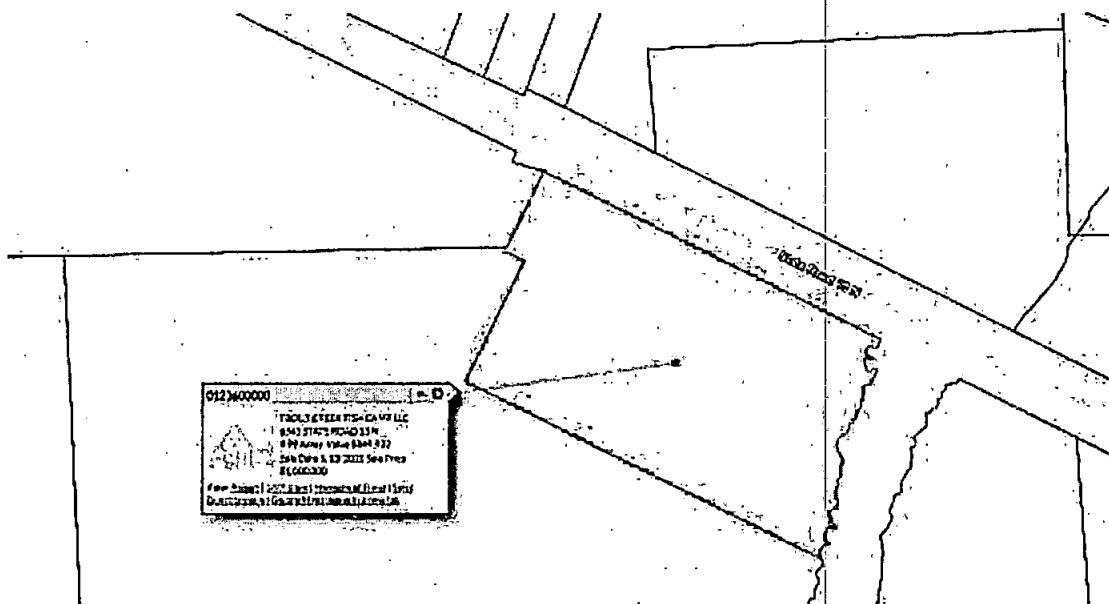


EXHIBIT "A"
Legal Description

The land referred to herein below is situated in the County of ST. JOHNS, State of Florida, and described as follows:

PARCEL A:
LYING AND BEING IN (YNEZ) GOMEZ GRANT, SECTION 45, TOWNSHIP 6 SOUTH, RANGE 27 EAST, AND GOVERNMENT LOT 1, SECTION 15, TOWNSHIP 6 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 13, AND THE MEAN LOW WATER MARK OF TROUT CREEK, IN GOVERNMENT LOT 1, SECTION 15, TOWNSHIP 6 SOUTH, RANGE 27 EAST; THENCE RUN NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 13, A DISTANCE OF 800 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ON A LINE PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 500 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ON A LINE PARALLEL TO AND 500 FEET FROM SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 800 FEET, MORE OR LESS, TO THE MEAN LOW WATER MARK OF TROUT CREEK; THENCE RUN NORTHEASTERLY ALONG AND WITH THE MEANDER LINE OF TROUT CREEK TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PARCEL OF LAND LYING AND BEING IN (YNEZ) GOMEZ GRANT, SECTION 45, TOWNSHIP 6 SOUTH, RANGE 27 EAST, AND GOVERNMENT LOT 1, SECTION 15, TOWNSHIP 6 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 13, AND THE MEAN LOW WATER MARK OF TROUT CREEK, IN GOVERNMENT LOT 1, SECTION 15, TOWNSHIP 6 SOUTH, RANGE 27 EAST; THENCE RUN NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 13, A DISTANCE OF 665 FEET TO A POINT, FOR A POINT OF BEGINNING; FROM THE SAID POINT OF BEGINNING CONTINUE IN A NORTHWESTERLY LINE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 13, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ON A LINE PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 500 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ON A LINE PARALLEL TO AND 500 FEET DISTANT FROM SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 13, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN NORTHEASTERLY ON A LINE PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 13, A DISTANCE OF 500 FEET;

MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL ONE:

A RECTANGULAR SHAPED PARCEL OF LAND IN THE GOMEZ GRANT, SECTION 45, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 13 AND THE MEAN LOW WATER MARK OF TROUT CREEK IN GOVERNMENT LOT 1, SECTION 15, TOWNSHIP 6 SOUTH, RANGE 27 EAST, SAID SOUTHERLY RIGHT OF WAY LINE BEING 50 FEET SOUTHERLY FROM THE CENTER LINE OF STATE ROAD NO. 13; THENCE NORTH 65 DEGREES 23 MINUTES WEST, ON SAID SOUTHERLY RIGHT OF WAY LINE, 800 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 65 DEGREES 23 MINUTES WEST, ON SAID SOUTHERLY RIGHT OF WAY LINE, 50 FEET; THENCE SOUTH 24 DEGREES 37 MINUTES WEST 200 FEET; THENCE SOUTH 65 DEGREES 23 MINUTES EAST 50 FEET; THENCE NORTH 24 DEGREES 37 MINUTES EAST 200 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

LYING AND BEING IN (YNEZ) GOMEZ GRANT, SECTION 45, TOWNSHIP 6 SOUTH, RANGE 27 EAST, AND GOVERNMENT LOT ONE (1), SECTION 15, TOWNSHIP 6 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 13, AND THE MEAN LOW WATER MARK OF TROUT CREEK, IN GOVERNMENT LOT ONE (1), SECTION 15, TOWNSHIP 6 SOUTH, RANGE 27 EAST; THENCE RUN NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 13, A DISTANCE OF 663 FEET TO A POINT, FOR A POINT OF BEGINNING; FROM THE SAID POINT OF BEGINNING CONTINUE IN A NORTHWESTERLY LINE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 13 A DISTANCE OF 135 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ON A LINE PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 500 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ON A LINE PARALLEL TO AND 500 FEET DISTANT FROM SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 13, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN NORTHEASTERLY ON A LINE PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 13, A DISTANCE OF 500 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT "B"

[UTILITY AVAILABILITY LETTER]



St. Johns County Board of County Commissioners

Utility Department

July 15, 2015

Mr. Brian Brown
Ring Power Corp
500 World Commerce Parkway
St. Augustine, FL 32084

VIA Email: brian.brown@ringpower.com

**RE: Tax Parcel 012360 0000 Trout River Property
Water & Sewer Availability**

Dear Mr. Brown:

This letter is to affirm that the St. Johns County Utility Department (SJCUD) will be able to meet the water and sewer plant capacity for a new 300 seat restaurant with a total anticipated usage of 12,000 gallons per day of water and 12,000 gallons per day sewer. The water and sewer service will be provided by the Northwest Water Treatment Plant and Northwest Wastewater Treatment Plant, respectively.

Water:

Potable water will be made available by the extension of an existing 16-inch water main located at intersection of SR 16 and Scarlet Rose Lane and the installation of a minimum of a 12-inch water main located along CR 13 N to the development. Please note that the applicant should contact the fire department regarding fire flow requirements for the site and make provisions if the required flow is not available.

Sewer:

Sewer service will be made available by extension of an existing 12-inch force main located approximately 4,950 LF from the intersection of SR 16 and CR 13 N and installation of a minimum of a 10-inch force main located along CR 13 N to the development.

Reuse:

To promote water conservation through more efficient landscape irrigation, the Developer will be required to provide a Landscape Conservation Plan, which shall be approved by SJCUD. Landscape Conservation Plans may include features such as smart irrigation technology utilizing water conserving devices that inhibit or interrupt the irrigation operations for each individual system.

Water and sewer conveyance is not absolutely guaranteed until the proposed development is issued a Concurrency Certificate. At that time, the developer must meet and agree with the SJCUD regarding any necessary infrastructure upgrades to accommodate the proposed development without affecting the existing level of services to its customers. The development is located along a WATER, SEWER, REUSE Transmission corridor and is required to install the main sizes listed above. The developer may qualify for unit connection fee reimbursement for some or all of the Transmission corridor improvements.

The availability of capacity will expire in ninety (90) days from the date of this letter on October 13, 2015; unless a Concurrency Certificate has been issued. All necessary fees must be paid to guarantee a specific number of Equivalent Residential Connections pursuant to County Ordinance 2013-13. Prior to submitting construction plans, please have the Engineer of Record contact the SJCUD Engineering Dept. for copies of as-built information regarding the connection point and relevant Utility information related to FDEP permitting. It is your Contractor's responsibility to field-verify the size and location of all utilities prior to construction.

1205 State Road 16, St. Augustine, FL 32084 | P: 904.209.2700 | F: 904.209.2702

www.sjcfll.us

SR 13N & SR 16 Utility Extensions 10
(RW CONST 2016000004)
W&S Refund Agreement
June 24, 2020

If you should have any questions, please do not hesitate to contact me at (904) 209-2626 or tharley@sjcfl.us.

Sincerely,
St. Johns County Board of County Commissioners
Utility Department

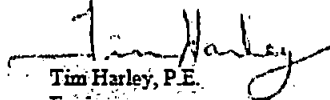

Tim Harley, P.E.
Engineer

EXHIBIT "C"

[SCHEDULE OF VALUES]



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

Project Name:	SR-13N & SR-16 Utility Extension
Contractor:	TB Landmark Construction Inc.
Developer:	Ringpower Corp.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
12" PVC C900 DR25 Green	LF	3921	\$ 78.60	\$ 308,190.60
10" PVC C900 DR25 Green	LF	9241	\$ 41.04	\$ 379,250.64
16" HDPE DR11	LF	1182	\$ 162.63	\$ 192,228.66
12" HDPE DR11	LF	1674	\$ 123.17	\$ 206,186.58
	LF		\$ -	\$ -
Sewer Valves (Size and Type)				
12" Gate	Ea	6	\$ 3,200.00	\$ 19,200.00
10" Gate	Ea	12	\$ 2,800.00	\$ 33,600.00
Air Release	Ea	4	\$ 6,800.00	\$ 27,200.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
n/a	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
n/a	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		\$ -	\$ -
			\$ -	\$ -
n/a			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
Total Sewer System Cost				\$ 1,165,856.48



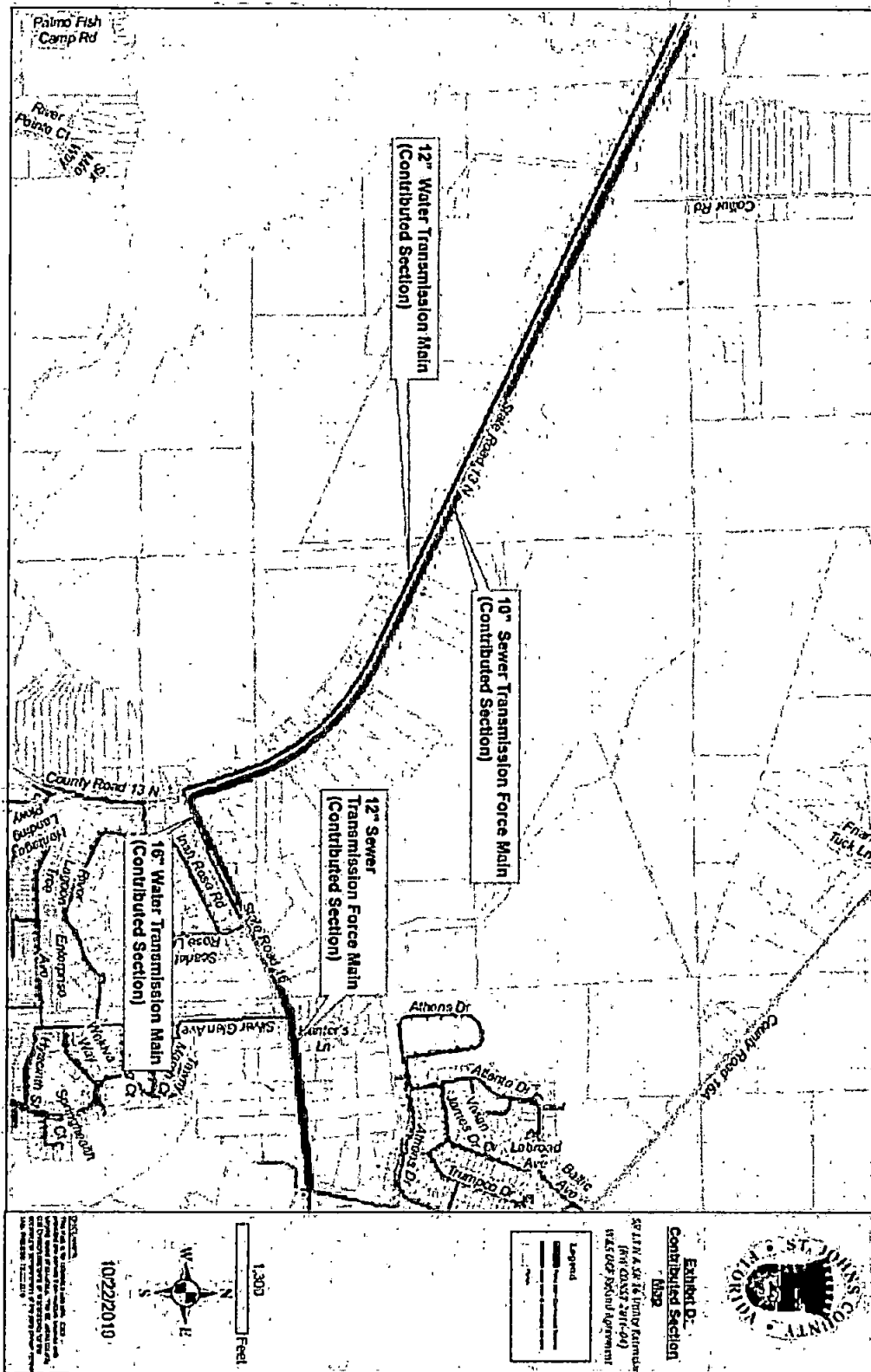
St. Johns County Utility Department
Asset Management
Schedule of Values

Project Name: SR-13N & SR-16 Utility Extension
Contractor: TB Landmark Construction Inc.
Developer: Ringpower Corp.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
12" PVC C900 DR25 Blue	LF	9554	\$ 52.05	\$ 497,285.70
12" FPVC C900 DR25 Blue	LF	556	\$ 109.43	\$ 60,843.08
16" PVC C900 DR25 Blue	LF	1016	\$ 109.43	\$ 111,180.88
18" HDPE DR11	LF	321	\$ 271.39	\$ 87,116.19
16" HDPE DR11	LF	1590	\$ 156.36	\$ 248,612.40
Water Valves (Size and Type)				
16" Gate	Ea	2	\$ 5,800.00	\$ 11,600.00
12" Gate	Ea	12	\$ 3,200.00	\$ 38,400.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
Fire Hydrant	Ea	17	\$ 5,806.11	\$ 95,303.87
			\$ -	\$ -
			\$ -	\$ -
Services (Size and Type)				
n/a	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 1,150,342.12

EXHIBIT "D"

[CONTRIBUTED SECTIONS LOCATION MAP]



SR 13N & SR 16 Utility Extensions 15
 (RW CONST 2016000004)
 W&S Refund Agreement
 June 24, 2020