

RESOLUTION NO. 2021- 173

**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 ROCK SPRINGS FARMS, LLC, 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**, ROCK SPRINGS FARMS LLC, a Florida limited liability company (Developer) is required to design, construct, 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 Rock Springs Farms PUD as described in Ordinance 2017-49; and

**WHEREAS**, the Developer is required to complete the required utility transmission contributions to provide service to the PUD; 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 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 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 Rock Springs Farms, LLC

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 20<sup>th</sup> day of April, 2021.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

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

Luanne 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 ROCK SPRINGS FARMS LLC, a Florida limited liability company ("ROCK SPRINGS"), 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.** ROCK SPRINGS is the developer and has constructed improvements within the single-family residential development known as the ROCK SPRINGS PUD containing approximately 101.54 acres more or less, located in St. Johns County, Florida, subject to that certain Rock Springs Farms Planned Unit Development, approved by the St. Johns County Commission as Ordinance 2017-49, as most recently amended by Resolution Number 2020-04 approved by the St. Johns County Planning and Zoning Agency (collectively, the "PUD") recorded in official records of St. Johns County, Florida, (the "ROCK SPRINGS PUD"). The ROCK SPRINGS PUD is located on US 1, approximately one-half (1/2) mile south of the intersection of US 1 and State Road 206 in St. Johns County, Florida and is more particularly described on the attached and incorporated **Exhibit A**. ROCK SPRINGS plans to develop the Property with up to 182 single-family residential units as described in the ROCK SPRINGS PUD.

ROCK SPRINGS has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of ROCK SPRINGS's installation of approximately 2,800 feet of 16-inch (nominal) water main, (the "Water Mains"), and 2,800 feet of 12-inch (nominal) sewer force main, (the "Sewer Force Mains") required to meet the utility transmission needs for the region. The Water Mains and Sewer mains (collectively referred to herein as the "Contributed Sections") are located within the Florida Department of Transportation road rights of way and are adjacent to US 1 and State Road 206. The Contributed Sections were constructed and dedicated to the COUNTY in connection with the ROCK SPRINGS 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 and sewer unit connection fees paid by ROCK SPRINGS or others

who connect to the Contributed Sections as allowed and contemplated under Ordinance 2013-13, shall be paid by the COUNTY to ROCK SPRINGS.

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, ROCK SPRINGS must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the COUNTY and ROCK SPRINGS) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of ROCK SPRINGS to have this Agreement recorded as noted above shall bar ROCK SPRINGS 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 ROCK SPRINGS as a result of future payment by ROCK SPRINGS 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 ROCK SPRINGS pursuant to this Agreement shall in no event exceed \$460,694.00 (\$279,374.00 for Water and \$181,320.00 for Wastewater), which is the actual total cost of the Contributed Sections as verified by the final contractor's Schedule of Values in **Exhibit B** 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 ROCK SPRINGS or others as set forth in Section 4 below of any water and/or sewer unit connection fees for the ROCK SPRINGS PUD or paid by others connecting to the Contributed Sections 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, ROCK SPRINGS 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 ROCK SPRINGS quarterly upon payment by ROCK SPRINGS 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 ROCK SPRINGS after the six (6) year time period provided above shall not entitle ROCK SPRINGS 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 Section 25.E(3)(a) or amendment 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 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, ROCK SPRINGS 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 ROCK SPRINGS 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: Rock Springs Farms LLC.  
PO Box 22547  
St. Simons Island, GA 31522  
Attention: John Byrnes  
Phone: 770-231-6631

**[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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this day \_\_ of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the entity, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**ROCK SPRINGS FARMS LLC, a  
Florida limited liability company**

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

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

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

Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this day\_\_ of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the entity, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

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

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

[LEGAL DESCRIPTION]

CAPTION

A PART OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 206 WITH THE WESTERLY RIGHT-OF-WAY LINE US HIGHWAY 1 (US1) (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 08°17'30" EAST ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 208.00 FEET TO THE SOUTHEASTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 843, PAGE 1255 OF SAID COUNTY; THENCE CONTINUE SOUTH 08°17'30" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,000.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 08°17'30" EAST ALONG SAID RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 569.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,569.88 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1323.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°34'07" EAST AND A CHORD DISTANCE OF 1322.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°50'45" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF US1, A DISTANCE OF 112.12 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 88°58'05" WEST, A DISTANCE OF 2,294.36 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 09°06'30" WEST ALONG SAID RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1,993.76 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 88°58'05" EAST, A DISTANCE OF 2,233.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 101.544 ACRES MORE OR LESS, AND IS SUBJECT TO ANY EASEMENT OF RECORD LYING WITHIN.

CAPTION IS THE MEASURED LEGAL DESCRIPTION, BEING THE SAME LANDS DESCRIBED IN OBED BOOK 4655, PAGE 535 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



**EXHIBIT "B"**

**[SCHEDULE OF VALUES]**



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

**Project Name:** ROCK SPRINGS  
**Contractor:** EARTHWORKS OF FLORIDA, LLC.  
**Developer:** ROCK SPRINGS FARMS, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
<del>16" DR25 PVC</del>	LF	2880	\$ 78.00	<del>\$ 224,640.00</del>
10" DR18 PVC	LF	740	\$ 38.00	\$ 28,120.00
8" DR18 PVC	LF	5720	\$ 30.00	\$ 171,600.00
6" DR18 PVC	LF	1640	\$ 24.00	\$ 39,360.00
2" Poly	LF	640	\$ 12.00	\$ 7,680.00
<b>Water Valves (Size and Type)</b>				
<del>16" MJ Gate Valve</del>	Ea	6	\$ 7,200.00	<del>\$ 43,200.00</del>
10" MJ Gate Valve	Ea	2	\$ 5,500.00	\$ 11,000.00
8" MJ Gate Valve	Ea	17	\$ 3,100.00	\$ 52,700.00
6" MJ Gate Valve	Ea	6	\$ 2,350.00	\$ 14,100.00
2" MJ Gate Valve	Ea	2	\$ 900.00	\$ 1,800.00
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
<del>16" Fire Hydrant Assy</del>	Ea	2	\$ 5,787.00	<del>\$ 11,574.00</del>
6" Fire Hydrant Assy	Ea	13	\$ 4,500.00	\$ 58,500.00
2" Flushing Hydrant	Ea	3	\$ 810.00	\$ 2,430.00
			\$ -	\$ -
<b>Services (Size and Type)</b>				
1" DR9 Poly Single Short Services	Ea	9	\$ 460.00	\$ 4,140.00
1" DR9 Poly Single Long Services	Ea	19	\$ 510.00	\$ 9,690.00
1" DR9 Poly Double Short Services	Ea	33	\$ 530.00	\$ 17,490.00
1" DR9 Poly Double Long Services	Ea	44	\$ 600.00	\$ 26,400.00
1" DR9 Poly Lift Station Water Service	Ea	2	\$ 1,000.00	\$ 2,000.00
<b>Total Water System Cost</b>				<b>\$ 726,384.00</b>

**Highlighted items are part of Contributed Section. WM Total \$279,374.00**



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

**Project Name:** ROCK SPRINGS  
**Contractor:** EARTHWORKS OF FLORIDA, LLC.  
**Developer:** ROCK SPRINGS FARMS, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
12" DR25 PVC	LF	2800	\$ 60.00	\$ 168,000.00
6" DR18 PVC	LF	760	\$ 29.50	\$ 22,420.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
12" NJC 30 Valve	Ea	5	\$ 2,664.00	\$ 13,320.00
6" MJ Gate Valve	Ea	3	\$ 1,880.00	\$ 5,640.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" DR26 PVC	LF	7672	\$ 39.50	\$ 303,044.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
6" DR35 PVC Laterals From Main	EA	183	\$ 483.67	\$ 88,511.61
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
Type A MH 0-4 foot deep	EA	8	\$ 4,950.00	\$ 39,600.00
Type A MH 4-6 foot deep	EA	9	\$ 5,300.00	\$ 47,700.00
Type A MH 6-8 foot deep	EA	5	\$ 6,100.00	\$ 30,500.00
Type A MH 8-10 foot deep	EA	2	\$ 6,650.00	\$ 13,300.00
Type A MH 10-12 foot deep	EA	3	\$ 7,400.00	\$ 22,200.00
Type A MH 12-14 foot deep	EA	2	\$ 8,300.00	\$ 16,600.00
Type Junction MH 0-4 foot deep	EA	1	\$ 6,833.00	\$ 6,833.00
Type Junction MH 4-6 foot deep	EA	2	\$ 7,300.00	\$ 14,600.00
Type Junction MH 6-8 foot deep	EA	3	\$ 8,300.00	\$ 24,900.00
Type Junction MH 8-10 foot deep	EA	1	\$ 10,000.00	\$ 10,000.00
Type Junction MH 14-16 foot deep	EA	2	\$ 12,800.00	\$ 25,600.00
			\$ -	\$ -
<b>Lift Station</b>				
			\$ -	\$ -
Mechanical Equipment	Lump Sum	1	\$ 145,000.00	\$ 145,000.00
Process Piping	Lump Sum	1	\$ 54,900.00	\$ 54,900.00
Process Structure	Lump Sum	1	\$ 70,608.33	\$ 70,610.00
Process Electrical Equipment	Lump Sum	1	\$ 32,481.00	\$ 32,480.00
Other Improvements	Lump Sum	1	\$ 19,488.60	\$ 19,490.00
<b>Total Sewer System Cost</b>				<b>\$ 1,175,248.61</b>

Highlighted items are part of Contributed Section. FM Total \$181,320.00

EXHIBIT "C"

[CONTRIBUTED SECTIONS LOCATION MAP]

