

RESOLUTION NO. 2021-397

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 MORGANS COVE VENTURES, LLC, FOR THE PROVISION OF UTILITY WASTEWATER UNIT CONNECTION FEE REFUND AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE WASTEWATER UNIT CONNECTION REFUND AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, MORGANS COVE VENTURES LLC, a Florida limited liability company (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 Morgan's Cove PUD as described in Ordinance 2012-06; 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 Wastewater 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 Wastewater Unit Connection Fee Refund Agreement between St. Johns County, Florida, and Morgans Cove Ventures, LLC and

authorizes the County Administrator or his designee to execute this Wastewater 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 21st day of September, 2021.

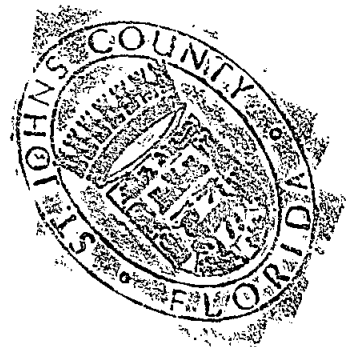
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

BY: *Jeremiah R. Blocker*
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

Sam Saltzman
Deputy Clerk

RENDITION DATE 9/23/21



WASTEWATER UNIT CONNECTION
FEE REFUND AGREEMENT

THIS WASTEWATER UNIT CONNECTION FEE REFUND AGREEMENT (the "Agreement") is entered into, and made effective, this ____ day of _____, 2021, by and between MORGANS COVE VENTURES, LLC, a Florida limited liability company ("MORGANS COVE VENTURES"), 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.** MORGANS COVE VENTURES is the developer and has constructed improvements within the single-family residential development known as the MORGAN'S COVE PUD, located within the parcel of land zoned PUD pursuant to Ordinance No. 2012-06 recorded in Official Records Book 3544, Page 1032-1051 of the official records of St. Johns County, Florida, (the "MORGAN'S COVE PUD"). The MORGAN'S COVE PUD is located on County Road 214, approximately 1,500 feet east of Interstate I-95 in St. Johns County, Florida and is more particularly described on the attached and incorporated **Exhibit A**. MORGANS COVE VENTURES plans to develop the Property with up to 262 single-family residential units as described in the MORGAN'S COVE PUD.

MORGANS COVE VENTURES has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of MORGANS COVE VENTURES's installation of approximately 7,467 feet of 8-inch (nominal) Wastewater forcemain and 1,117 feet of 12-inch (nominal) Wastewater forcemain casing required to meet the utility transmission needs for the region. The Forcemain (collectively referred to herein as the "Contributed Section") are located within the St Johns County road rights of way and are adjacent to County Road 214.

The Contributed Section is constructed and dedicated to the COUNTY in connection with the MORGAN'S COVE 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 wastewater unit connection fees paid by MORGANS COVE VENTURES or others who connect to the Contributed Sections as allowed and contemplated under Ordinance 2013-13, shall be paid by the COUNTY to MORGANS COVE VENTURES.

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, MORGANS COVE VENTURES must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the COUNTY and MORGANS COVE VENTURES) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of MORGANS COVE

VENTURES to have this Agreement recorded as noted above shall bar MORGANS COVE VENTURES from receiving any subsequent refunds on wastewater 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 MORGANS COVE VENTURES as a result of future payment by MORGANS COVE VENTURES of wastewater unit connection fees, or as the result of payment of wastewater 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 MORGANS COVE VENTURES pursuant to this Agreement shall in no event exceed \$864,426.00, 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 MORGANS COVE VENTURES or others as set forth in Section 4 below of any wastewater unit connection fees for the MORGAN'S COVE 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, MORGANS COVE VENTURES shall be entitled to a refund of the transmission component of any such wastewater unit connection fees in an amount not to exceed the Contributed Sections Cost. The refund described in this Section shall be paid to MORGANS COVE VENTURES quarterly upon payment by MORGANS COVE VENTURES or others of such wastewater 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 wastewater unit connection fees. Wastewater unit connection fees paid by MORGANS COVE VENTURES after the six (6) year time period provided above shall not entitle MORGANS COVE VENTURES 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 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, MORGANS COVE VENTURES shall be entitled to a refund equal to the value of the wastewater transmission component of any such wastewater unit connection fees paid by others in an amount which, cumulatively with any other refund payments paid to MORGANS COVE VENTURES 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. The parties waive Trial by Jury.

[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 J. PATTY
Clerk of the Circuit Court & Comptroller

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 _____, a _____, on behalf of the entity, who is personally known to me or has produced _____ as identification.

(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:

**MORGANS COVE VENTURES, LLC, a
Florida limited liability company**

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 _____, a _____, on behalf of the entity, who is personally known to me or has produced _____ as identification.

(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]

LEGAL DESCRIPTION

A PORTION OF SECTIONS 20, 21 AND 28, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 20, 21, 28 AND 29, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°22'23" WEST, ALONG THE LINE DIVIDING SAID SECTIONS 20 AND 29, A DISTANCE OF 1253.84 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95, A 300-FOOT LIMITED ACCESS RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 78080-2443; THENCE NORTH 14°35'26" WEST, ALONG LAST SAID LINE, 5570.65 FEET TO THE NORTHERLY BOUNDARY OF SAID SECTION 20; THENCE NORTH 88°58'18" EAST, ALONG LAST SAID LINE, 1167.36 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 133, PAGE 1452 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 01°22'54" EAST, 2623.46 FEET TO THE NORTH LINE OF GOVERNMENT LOT 1; SAID SECTION 20; THENCE SOUTH 89°07'15" EAST, ALONG LAST SAID LINE, 1359.03 FEET TO THE EASTERLY BOUNDARY OF SAID SECTION 20; THENCE SOUTH 01°24'42" EAST, ALONG LAST SAID LINE, 698.94 FEET TO THE NORTHWESTERLY BOUNDARY OF SECTION 54, SAID TOWNSHIP 7 SOUTH, RANGE 29 EAST (THE MARY FONTANE GRANT); THENCE SOUTHWESTERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG THE NORTHWESTERLY, SOUTHWESTERLY AND SOUTHEASTERLY BOUNDARY OF SAID SECTION 54, RUN THE FOLLOWING THREE COURSES AND DISTANCES; COURSE NO. 1: SOUTH 73°38'30" WEST, 222.40 FEET; COURSE NO. 2: SOUTH 25°41'14" EAST, 4640.90 FEET; COURSE NO. 3: NORTH 73°49'45" EAST, 62.93 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1133, PAGE 1452 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 07°44'55" EAST, ALONG LAST SAID LINE, 367.64 FEET TO THE NORTHERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 829, PAGE 1180 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 06°58'44" EAST, 1399.61 FEET; THENCE SOUTH 83°26'03" WEST, 561.02 FEET; THENCE SOUTH 01°00'59" EAST, 435.60 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 214 (A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 7857-250); THENCE SOUTH 83°26'03" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 214, 80.38 FEET; THENCE NORTH 01°00'59" WEST, 576.38 FEET; THENCE SOUTH 89°40'48" WEST, 1317.21 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 28 (ALSO BEING THE EASTERLY LINE OF SAID SECTION 29); THENCE NORTH 01°22'48" WEST, ALONG SAID WESTERLY LINE OF SECTION 28, 1290.95 FEET TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2247, PAGE 35, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 89°19'33" EAST, ALONG LAST SAID LINE, 300.15 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2247, PAGE 35; THENCE NORTH 00°53'14" WEST, ALONG LAST SAID LINE AND ALSO ALONG THE EAST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1015, PAGE 770, OFFICIAL RECORDS 1001, PAGE 242 AND OFFICIAL RECORDS 1036, PAGE 231, SAID ST. JOHNS COUNTY, 2547.07 FEET TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1036, PAGE 231; THENCE SOUTH 88°39'18" WEST, ALONG LAST SAID LINE, 300.00 FEET TO AND INTERSECTION WITH SAID WESTERLY LINE OF SECTION 28 (ALSO BEING THE EASTERLY LINE OF SAID SECTION 29); THENCE NORTH 00°53'14" WEST, ALONG SAID WESTERLY LINE OF SECTION 28, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 279.947 ACRES, MORE OR LESS.

EXHIBIT "A"

[SKETCH OF LEGAL]

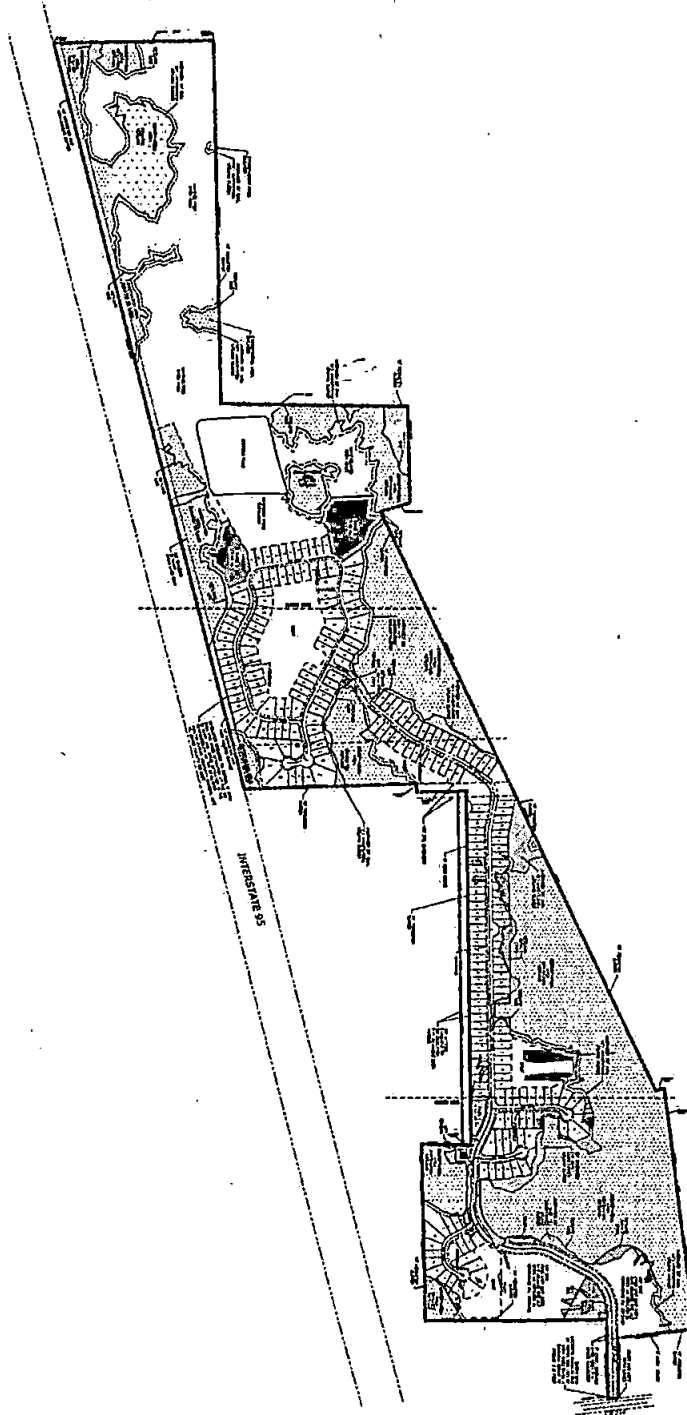


EXHIBIT "B"

[SCHEDULE OF VALUES]



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

Project Name:	CR 214 Force Main Extension
Contractor:	TB Landmark Construction
Developer:	Morgan's Cove Ventures, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
12" Fusible PVC (directional drill)	LF	1117	\$ 185.00	\$ 206,645.00
8" HDPE DR 11 (directional drill)	LF	1117	\$ 156.00	\$ 174,252.00
8" DR 25	LF	5276	\$ 60.00	\$ 316,560.00
8" Fusible PVC (directional drill)	LF	1074	\$ 85.00	\$ 91,290.00
6" Fusible PVC (directional drill)	LF	429	\$ 65.00	\$ 7,800.00
Sewer Valves (Size and Type)				
12"x8" Tapping Sleeve & Valve	Ea	1	\$ 8,079.00	\$ 8,079.00
8" Gate	Ea	8	\$ 2,200.00	\$ 17,600.00
6" Gate-Wave*	Ea	4	\$ 1,800.00	\$ 7,200.00
Air Release Valve	Ea	5	\$ 10,000.00	\$ 50,000.00
	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 *	\$ 874,926.00
			Contributed Section Cost	\$ 864,426.00

* Note that 6" infrastructure is not part of the Contributed Section.

EXHIBIT "C"

[CONTRIBUTED SECTION LOCATION MAP]

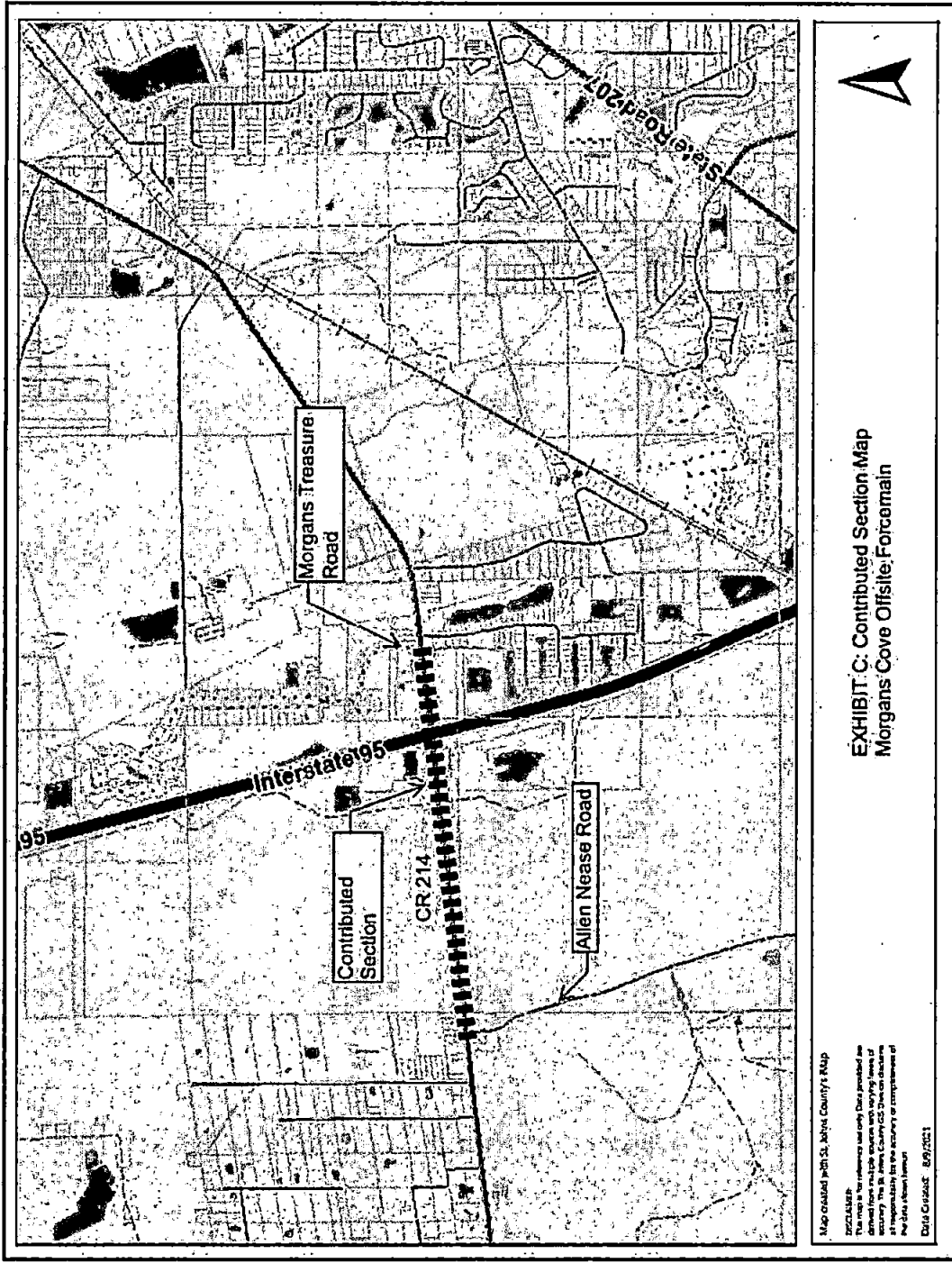


EXHIBIT C: Contributed Section Map
Morgans Cove Offsite, Forcemain

Map created by St. Johns County's Map
DISCLAIMER
This map is for reference use only. Data provided are
not guaranteed to be accurate. The St. Johns County GIS Department
assumes no responsibility for the accuracy or completeness of
the data shown hereon.
Data Current: 8/9/2021