

RESOLUTION NO. 2023-39

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A UNIT CONNECTION FEE REIMBURSEMENT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND SOUTHEAST DEVELOPMENT PARTNERS, LLC, TO DEFINE REQUIRED UTILITY TRANSMISSION COMMITMENTS AND REIMBURSEMENTS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, Southeast Development Partners, LLC (Developer) has completed construction, and dedication of specific Water Transmission Contributions to the County for ownership and maintenance as a condition for the County to provide utility service to the Grand Oaks PUD as described in the Memorandum of Understanding (MOU) dated 2018 (Resolution 2018-219).

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

WHEREAS, the MOU defined the scope, timing, and method of reimbursement for the utility transmission contributions via unit connection fee refund agreement; and

WHEREAS, the MOU approved provisions to allow retroactive refund beginning with the first payment of water transmission unit connection fees within the Grand Oaks PUD and limits the term of the Unit Connection Fee Refund Agreement to September 30, 2027; and

WHEREAS, the County has determined that accepting the terms of the Memorandum of Understanding, 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 Unit Connection Fee Agreement between St. Johns County, Florida, and Southeast Development Partners, LLC and authorizes the County Administrator or designee to execute the Unit Connection Fee

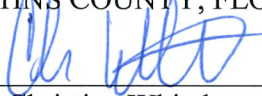
Refund Agreement on behalf of St. Johns County substantially in the form attached hereto.

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 7th day of February, 2023.

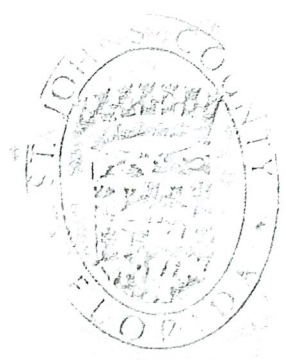
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 
Christian Whitehurst, Chair

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

By: 
Deputy Clerk

Rendition Date FEB 07 2023



POTABLE WATER UNIT CONNECTION
FEE REFUND AGREEMENT

THIS POTABLE WATER UNIT CONNECTION FEE REFUND AGREEMENT (the “**Agreement**”) is entered into and made effective this ____ day of _____, 2023, by and between **SOUTHEAST DEVELOPMENT PARTNERS, LLC**, a Florida limited liability company (“**Developer**”), 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 are acknowledged, the parties agree as follows:

1. **Background.** Developer is the developer and has constructed improvements within the mixed-use development known as the Grand Oaks Planned Unit Development (MAJMOD 2017-02) approved pursuant to County Ordinance No. 2018-40 (the “**Grand Oaks PUD**”). The Grand Oaks PUD is located south of State Road 16, west of Interstate 95 and east of the future County Road 2209 (“**CR 2209**”) in St. Johns County, Florida and is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”). Developer plans to develop the Property with up to 999 single-family units, up to 100,000 square feet of commercial space and up to 50,000 square feet of office space, as described in the Grand Oaks PUD.

Developer has requested a refund pursuant to Section 25-G of the St. Johns County Utility Ordinance (Ordinance 2022-37) in consideration of Developer’s installation of approximately 12,500 linear feet of 20-inch nominal diameter potable water mains (the “**Potable Water Contributed Section**”) required to meet the utility transmission needs for the region. The Potable Water Contributed Section is located within the right-of-way of the future CR 2209 adjacent to the Grand Oaks PUD. The Potable Water Contributed Section was constructed and dedicated to the County in connection with the Grand Oaks PUD and is more particularly described in the Schedule of Values as attached hereto as **Exhibit “B”** and incorporated herein by this reference. The location of the Contributed Section is depicted on **Exhibit “C”** attached hereto and incorporated herein by this reference.

This Agreement states the terms and conditions upon which a refund of the transmission component of potable water connection fees paid by Developer or others who connect to the Potable Water Contributed Section as allowed and contemplated under Ordinance 2022-37, and as referenced by the Memorandum of Understanding (Resolution 2018-219), shall be paid by the County to Developer.

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, Developer must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the County and Developer) with the Clerk of Courts in the Official Records of St. Johns County, Florida. The failure of Developer to have this Agreement recorded as noted above shall bar Developer from

receiving any subsequent refunds on reclaimed water unit connection fees until this Agreement has been properly recorded.

2. **Limitation of Amount of Refund.** In accordance with the provisions of Section 25-G of Ordinance 2022-37, any refund payable to Developer as a result of future payment by Developer of potable water unit connection fees, or as the result of payment of potable water 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 Developer pursuant to this Agreement shall in no event exceed \$716,844.50, which is the actual total construction upsize cost of the Potable Water 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.** A Memorandum of Understanding ("**MOU**") was executed between the Developer and the County (Resolution 2018-219) for the Water Main Contributed Section, which allowed the County to track and retain the transmission component of Water Unit Connection Fees collected within the Grand Oaks PUD following the execution of the MOU to the date of this Agreement with the intent of retroactively refunding to the Owner upon execution and recordation of this Agreement with the Clerk of Courts. The retroactive refund will occur at the first quarterly disbursement following the execution of this Agreement. Upon recordation of this Agreement with the Clerk of the Court, and upon payment by Developer or others as set forth in Section 4 below of any potable water unit connection fees for the Grand Oaks PUD or paid by others connecting to the Contributed Sections prior to September 30, 2027. Developer shall be entitled to a refund of the transmission component of any such potable water unit connection fees in an amount not to exceed the Contributed Section Cost. The refund described in this Section shall be paid to Developer quarterly upon payment by Developer 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. Potable Water unit connection fees paid by Developer, its successors and assigns, after September 30, 2027 shall not entitle Owner to a refund under this Section 3.

4. **Connection by Others.** In the event that other users, builders or developers connect to the Contributed Sections as depicted on **Exhibit "C"**, prior to September 30, 2027, Developer shall be entitled to a refund equal to the value of the potable water transmission component of any such potable water unit connection fees paid by others in an amount which, cumulatively with any other refund payments paid to Developer 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: Southeast Development Partners, LLC
 P.O. Box 662
 Ponte Vedra, FL 32004
 Attention: Member
 Phone: (904) 669-4757

[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:

Print Name

Title:
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 _____, 2023, 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:

**SOUTHEAST DEVELOPMENT
PARTNERS, LLC**, a Florida limited
liability company

Print Name

BY: _____

Print: _____

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 _____, 2023, by
_____, as _____ of SOUTHEAST DEVELOPMENT
PARTNERS, LLC, a Florida limited liability 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 of the Property

EAST PARCEL

A PORTION OF SECTIONS 26, 34, 35 AND 36, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SECTION 26 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, (A 200 FOOT RIGHT-OF-WAY, AS SHOWN ON THE STATE OF FLORIDA ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 78060-2509, DATED 09-09-68); THENCE SOUTH 19°22'30" WEST, ALONG SAID WESTERLY LINE OF SECTION 26, A DISTANCE OF 4407.30 FEET, TO THE NORTHERLY LINE OF SAID SECTION 34, AND A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE RETURN TO THE POINT OF COMMENCEMENT; THENCE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHEASTERLY, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 47°52'58" EAST, 1112.56 FEET; COURSE NO. 2: SOUTH 42°07'05" WEST, 230.00 FEET; COURSE NO. 3: SOUTH 47°52'58" EAST, 140.00 FEET; COURSE NO. 4: NORTH 42°07'05" EAST, 230.00 FEET; COURSE NO. 5: SOUTH 47°52'58" EAST, 653.67 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 866, PAGE 1979 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, SOUTHEASTERLY, AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 36°43'37" WEST, 199.37 FEET; COURSE NO. 2: SOUTH 53°12'28" EAST, 40.00 FEET; COURSE NO. 3: SOUTH 36°40'16" WEST, 649.98 FEET; COURSE NO. 4: SOUTH 06°00'19" WEST, 556.50 FEET; COURSE NO. 5: SOUTH 16°42'47" WEST, 383.52 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 47°52'58" EAST, ALONG THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, A DISTANCE OF 140.62 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 366, SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, NORTHWESTERLY, AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 36°43'37" WEST, 186.32 FEET; COURSE NO. 2: NORTH 53°12'28" WEST, 40.00 FEET; COURSE NO. 3: SOUTH 36°40'16" WEST, 633.40 FEET; COURSE NO. 4: SOUTH 06°00'19" WEST, 545.61 FEET; COURSE NO. 5: SOUTH 13°46'33" WEST, 307.65 FEET, TO THE SOUTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 79°35'28" EAST, ALONG LAST SAID LINE, 745.42 FEET, TO THE WESTSERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 73, PAGE 425, SAID PUBLIC RECORDS; THENCE SOUTH 00°31'26" EAST, ALONG LAST SAID LINE, AND ALONG THE WESTSERLY LINE OF THOSE LANDS DESIGNATED "PARCEL A", AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3267, PAGE 1092, SAID PUBLIC RECORDS, A DISTANCE OF 1146.58 FEET, TO THE SOUTHERLY LINE OF SAID LANDS DESIGNATED "PARCEL A"; THENCE NORTH 89°27'53" EAST, ALONG LAST SAID LINE, AND ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3297, PAGE 404, SAID PUBLIC RECORDS, A DISTANCE OF 1447.54 FEET, TO THE WESTSERLY LINE OF THOSE LANDS DESIGNATED "PARCEL B", AS DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS BOOK 3267, PAGE 1092; THENCE SOUTH 00°36'00" EAST, ALONG LAST SAID LINE, 99.99 FEET, TO THE SOUTHERLY LINE OF LAST SAID LANDS; THENCE NORTH 89°26'57" EAST, ALONG LAST SAID LINE, 1209.14 FEET; THENCE NORTH 89°45'26" EAST, CONTINUING ALONG LAST SAID LINE, 1264.32 FEET, TO THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, AND TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG LAST SAID RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE,

CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1839.86 FEET, AN ARC DISTANCE OF 97.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°57'37" EAST, 97.06 FEET; THENCE SOUTH 36°40'23" EAST, CONTINUING ALONG LAST SAID RIGHT OF WAY LINE, 1268.49 FEET, TO THE NORTHWESTSERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2694, PAGE 1145, SAID PUBLIC RECORDS; THENCE SOUTH 54°14'33" WEST, ALONG LAST SAID LINE, 2475.50 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1742, PAGE 1399, SAID PUBLIC RECORDS; THENCE SOUTH 89°27'02" WEST, ALONG LAST SAID LINE, 6733.00 FEET, TO THE WESTERLY LINE OF AFORESAID SECTION 34; THENCE NORTH 19°22'30" EAST, ALONG LAST SAID LINE, 2330 FEET, MORE OR LESS, TO THE CENTERLINE OF TURNBULL CREEK; THENCE NORTHEASTERLY, SOUTHEASTERLY, NORTHERLY, AND EASTERLY, ALONG THE MEANDERINGS OF SAID CENTERLINE OF TURNBULL CREEK, 775 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE BEARING NORTH 89°27'02" EAST FROM AFORESAID REFERENCE POINT "A", ALSO BEING THE NORTHERLY LINE OF SAID SECTION 34; THENCE 89°27'02" EAST, ALONG LAST SAID LINE, 75 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF AFORESAID SECTION 26; THENCE NORTH 00°32'10" WEST, ALONG THE AFORESAID WESTERLY LINE OF SECTION 26, A DISTANCE OF 465 FEET, MORE OR LESS, TO THE AFORESAID CENTERLINE OF TURNBULL CREEK; THENCE NORTHEASTERLY, SOUTHEASTERLY, NORTHERLY, NORTHWESTERLY AND EASTERLY, ALONG THE MEANDERINGS OF SAID CENTERLINE OF TURNBULL CREEK, 2010 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE BEARING NORTH 53°58'46" WEST FROM AFORESAID REFERENCE POINT "B", ALSO BEING THE SOUTHERLY LINE OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 866, PAGE 1979; THENCE SOUTH 53°58'46" EAST, ALONG LAST SAID LINE, 805 FEET, MORE OR LESS, TO SAID REFERENCE POINT "B", AND CLOSE.

CONTAINING 523.9 ACRES, MORE OR LESS.

EXHIBIT "B"

Schedule of Values

No.	Bid Items for Grand Oaks - Offsite Water Main Ext	T B Landmark
	Bid	
1	Mobilization	\$29,000.00
2	Erosion and sediment control	\$16,000.00
3	SWPP	\$1,200.00
4	Clearing & Grubbing	\$6,500.00
5	Earthwork & Testing	\$25,000.00
6	Seeding & Mulching	\$19,500.00
7a	20" Water Main System	\$1,971,123.00
7b	12" Water Main System Alternative	\$1,254,278.50
8	Water and Sewers as built	\$10,500.00
9	100% Performance and Payment Bond	\$20,800.00
	Total with 20" WM	\$2,099,623.00
	Total with 12" Alternative WM	\$1,382,778.50
	County Refund for upsizing "Contributed Section Cost"	\$716,844.50

Based on November 6, 2020 Bid Evaluation

EXHIBIT "C"

Contributed Section Location Map

