

RESOLUTION NO. 2023-69

**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 RICHMOND AMERICAN HOMES, LLC, FOR THE PROVISION OF UTILITY SEWER UNIT CONNECTION FEE REFUND; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE SEWER UNIT CONNECTION REFUND AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Richmond American Homes, 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 Lightsey Road Extension PUD as described in Ordinance 2017-3; 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 sewer unit connection fee refund Agreement and pay Developer on a quarterly basis; and

**WHEREAS**, the sewer unit connection refund Agreement is for a six (6) year time period from execution date, and the time limit is consistent with timeframes defined in Section 25-G of the St. Johns County Utility Ordinance (Ordinance 2022-37); 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 Richmond American Homes, LLC and authorizes the County Administrator, or designee, 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 21<sup>st</sup> day of February, 2023.

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

By:   
Christian Whitchurst, Chair

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

By:   
Deputy Clerk

Rendition Date FEB 21 2023



**WASTEWATER UNIT CONNECTION**  
**FEE REFUND AGREEMENT**

**THIS WASTEWATER UNIT CONNECTION FEE REFUND AGREEMENT** (the “Agreement”) is entered into, and made effective, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Richmond American Homes, LP, A Colorado Limited Partnership (“RICHMOND”), 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.** RICHMOND is the developer and has constructed improvements within the single-family residential development known as the LIGHTSEY ROAD EXTENSION PUD, located within the parcel of land zoned PUD pursuant to Ordinance No. 2017-3 recorded in Official Records Book 4325, Page 1837 of the public records of St. Johns County, Florida, (the “LIGHTSEY ROAD EXTENSION PUD”). The LIGHTSEY ROAD EXTENSION PUD is located north of Lightsey Road, north of State Road 207 in St. Johns County, Florida, and is more particularly described on the attached and incorporated **Exhibit A** (the “Property”). RICHMOND plans to develop the Property with up to 207 single-family residential units as described in the LIGHTSEY ROAD EXTENSION PUD.

RICHMOND has requested a refund pursuant to Section 25-G of the St. Johns County Utility Ordinance (Ordinance 2022-37) in consideration of RICHMOND’s installation of 981 lineal feet (LF) of 16-inch PVC force main and 200 LF of 20-inch HDPE horizontal directional drilled force main (the “Sewer Force Main”). The Sewer Force Main (collectively referred to herein as the “Contributed Section”) is located within Florida Department of Transportation rights of way and is adjacent to State Road 207.

The Contributed Section is constructed and dedicated to the COUNTY in connection with the LIGHTSEY ROAD EXTENSION PUD project and is more particularly described in the Schedule of Values attached as **Exhibit B**, which is incorporated herein. The location of the Contributed Section is depicted on **Exhibit C**, which is incorporated herein.

This Agreement states the terms and conditions upon which a refund of the transmission component of wastewater unit connection fees paid by RICHMOND or others who connect to the Contributed Sections as allowed and contemplated under Ordinance 2022-37 shall be paid by the COUNTY to RICHMOND.

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

**above shall bar RICHMOND 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-G of Ordinance 2022-37, any refund payable to RICHMOND as a result of future payment by RICHMOND 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 RICHMOND pursuant to this Agreement shall in no event exceed \$164,034.09, 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 Section 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 RICHMOND or others as set forth in Section 4 below of any wastewater unit connection fees for the LIGHTSEY ROAD EXTENSION 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, RICHMOND 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 RICHMOND quarterly upon payment by RICHMOND 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 RICHMOND after the six (6) year time period provided above shall not entitle RICHMOND to a refund under this Section 3, unless the time period in this Section 3 is extended by the COUNTY, as allowed by Ordinance 2022-37 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, RICHMOND 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 RICHMOND 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 without regard to choice or conflict of law provisions. 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: Richmond American Homes, LP  
10255 Fortune Parkway, Suite 150  
Jacksonville, FL 32256  
Attention:  
Michael Carlo, Division President  
Matthew Stark, SVP  
Alex Allison, Land Manager  
Phone: (904) 541-2313

**[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 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 \_\_\_\_\_, 20\_\_\_\_, 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:

**Richmond American Homes, LP,  
A Colorado Limited Partnership**

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Richmond American Homes, LP, A Colorado Limited Partnership, on behalf of the company, 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]

#### PARCEL "A" (PER O.R.B. 2806, PG. 1369)

A parcel of land being a portion of the Southwest 1/4 of Section 27, Township 7 South, Range 29 East, St. Johns County, Florida, together with a portion of Government Lot 1, Section 34, Township 7 South, Range 29 East, St. Johns County, Florida, said parcel of land being more particularly described as follows: For a point of beginning, begin at the Southwest corner of the Southeast 1/4, of said Section 27, Township 7 South, Range 29 East, (said point also being the Southeast corner of Government Lot 2, Section 27), and run thence North 00°32'45" West, along the West line of the Southeast 1/4 of said Section 27, (and also being the East line of Government Lot 2, Section 27), a distance of 1,310.26 feet, to the Northeast corner of said Government Lot 2, Section 27, said point also being on the South line of those lands described and recorded in Official Records Book 1619, Page 773 (Parcel "A") as corrected in Official Records Book 2541, Page 1291, of the public records of said St. Johns County, Florida; run thence North 69°07'50" East, along the Northwest corner of these lands described and recorded in Official Records Book 1519, Page 773, as corrected in Official Records Book 2541, Page 1291, of the public records of said St. Johns County, Florida, a distance of 2,023.41 feet, to the Northwest corner of the East 1/2, of the Southeast 1/4, of the Southeast 1/4, of said Section 27, (and also being the Northwest corner of these lands described and recorded in Official Records Book 1762, Page 1840, of the public records of said St. Johns County, Florida); run thence South 00°03'26" East, along the West line of last said lands, a distance of 1,321.76 feet, to a point on the South line of the Southwest 1/4, of the Southwest 1/4, of said Section 27; run thence South 89°27'26" West, along last said line, (and also being the North line of Government Lot 1, Section 34, Township 7 South, Range 29 East), a distance of 636.53 feet, to the Northwest corner of said Government Lot 1, Section 34; run thence South 00°11'41" West, along the West line of said Government Lot 1, Section 34, (and also being the East line of Government Lot 1, Section 34), a distance of 2,068.66 feet, to a point, on the Northerly right of way line of Lightsey Road, (a public road right of way, as presently established); run thence South 59°06'36" West, along the aforesaid Northerly right of way line of Lightsey Road, a distance of 357.62 feet, to a point on the Easterly right of way line of Lightsey Road Extension, (a 66 foot public road right of way) as described and recorded in Deed Book 260, Page 39, of said public records of St. Johns County, Florida; run thence, along the Easterly, Northerly and Westerly right of way lines of said Lightsey Road Extension, as described in Deed Book 260, Page 39, the following six courses: Course No. 1, North 00°03'40" East, along last said line, a distance of 2,289.71 feet, to a point on the North line of said Section 34, Township 7 South, Range 29 East, (and also being the South line of Section 27, Township 7 South, Range 29 East); Course No. 2, North 10°05'32" West, a distance of 336.18 feet; Course No. 3, North 01°44'26" East, a distance of 792.00 feet to the Northerly terminus said right of way; Course No. 4, North 88°15'32" West, along said Northerly terminus, a distance of 66.00 feet; Course No. 5, South 01°44'26" West, a distance of 798.84 feet; Course No. 6, South 10°05'32" East, a distance of 331.92 feet to a point on said North line of said Section 34, Township 7 South, Range 29 East, (and also being the said South line of Section 27, Township 7 South, Range 29 East); run thence South 89°27'26" West, along last said line, a distance of 962.81 feet, to the aforesaid Southwest corner of the Southeast 1/4 of said Section 27, and the point of beginning.

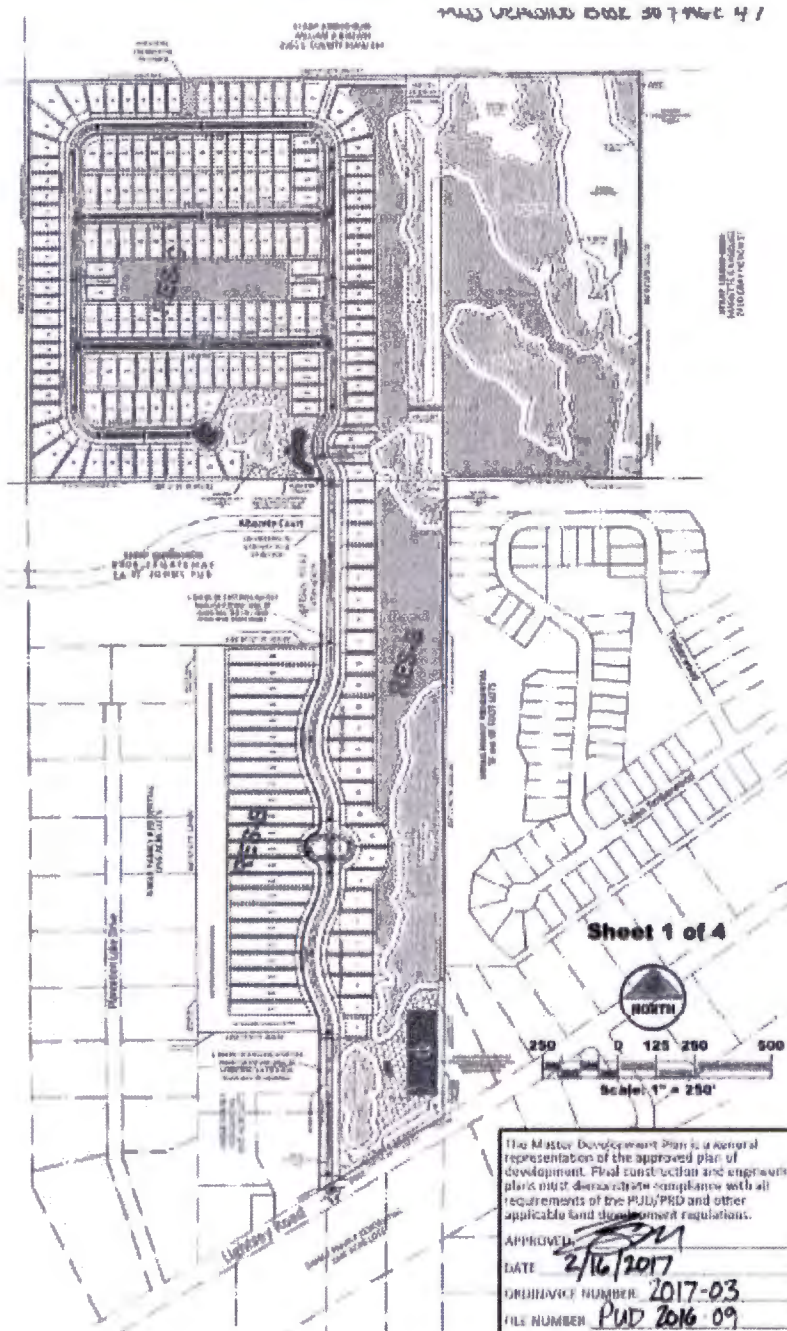
#### PARCEL "B"

A parcel of land being a portion of Government Lot 2, Section 34, Township 7 South, Range 29 East, said parcel of land being more particularly described as follows: For a point of reference, commence at the Northwest corner of Government Lot 2, Section 34, Township 7 South, Range 29 East, (and also being the Northeast corner of Government Lot 3, Section 34), and run thence South 00°32'05" East, along the West line of said Government Lot 2, Section 34, (and also being the East line of Government Lot 3, Section 34), a distance of 531.74 feet to the Southwest corner of those lands described and recorded in Official Records Book 1170, Page 415 (Parcel "B"), of the public records of said St. Johns County, Florida; run thence North 89°30'00" East along the south line of said lands described and recorded in Official Records Book 1170, Page 415, (Parcel "B"), of the public records of St. Johns County, Florida, a distance of 544.50 feet to the point of beginning. From the point of beginning, thus described, continue North 89°30'00" East, continuing along the aforesaid South line of said lands described and recorded in Official Records Book 1170, Page 415 (Parcel "B"), of the public records of St. Johns County, Florida, a distance of 413.47 feet to the Westerly right of way line of Lightsey Road Extension; run thence South 00°03'50" West, along said Westerly right of way line of Lightsey Road Extension, a distance of 1260.27 feet to a point; run thence South 89°37'01" West, a distance of 400.61 feet to a point; run thence North 00°32'43" West, a distance of 1256.39 feet to a point on the South line of said lands described and recorded in Official Records Book 1170, Page 415, (Parcel "B") of the public records of said St. Johns County, Florida, and the point of beginning.



EXHIBIT "A"

[SKETCH OF LEGAL]



**EXHIBIT "B"**

**[SCHEDULE OF VALUES]**

ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - SEWER				
Project Name:	Lightsey - SR207 FM Improvements			
Contractor:	Pipeline Constructors, Inc.			
Developer:	Richmond American Homes			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
16" DR 25 C900	LF	981	\$ 84.09	\$ 82,492.29
20" HDPE DR-11 Directional Drill	LF	200	\$ 150.17	\$ 30,034.00
20" DI Casing	LF	72	\$ 187.32	\$ 13,487.04
10" DR 18	LF	10	\$ 31.00	\$ 310.00
	LF		\$ -	\$ -
<b>Sewer Valves (Size and Type)</b>				
16" Gate Valve	Ea	3	\$ 9,921.92	\$ 29,765.76
10" Gate Valve	Ea	1	\$ 4,780.00	\$ 4,780.00
2" Air Release Valve	Ea	1	\$ 3,165.00	\$ 3,165.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
	LF			\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
<b>Laterals (Size and Type)</b>				
	EA			\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
<b>Manholes (Size and Type)</b>				
	EA			\$ -
	EA			\$ -
	EA			\$ -
	EA			\$ -
	EA			\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum		\$ -	\$ -
Process Piping	Lump Sum		\$ -	\$ -
Process Structure	Lump Sum		\$ -	\$ -
Process Electrical Equipment	Lump Sum		\$ -	\$ -
Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>				<b>\$ 164,034.09</b>

EXHIBIT "C"

[CONTRIBUTED SECTION LOCATION MAP]

