

RESOLUTION NO. 2024- 70

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A MEMORANDUM OF UNDERSTANDING BETWEEN ELEVATION POINTE, LLC AND ST. JOHNS COUNTY REGARDING UTILITY TRANSMISSION COMMITMENTS AND REIMBURSEMENTS FOR RECLAIMED WATER TRANSMISSION CONTRIBUTIONS; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE COUNTY.

WHEREAS, Elevation Pointe, LLC (Developer) is the developer of a mixed-use Planned Unit Development within St. Johns County known as Elevation Pointe (Development); and,

WHEREAS, the County has requested Developer to install a 20-inch reclaimed water transmission main in an easement along State Road 16 (Contributed Section) for ownership and maintenance by the County in order to serve the Development and regional needs; and

WHEREAS, Developer and the County desire to enter into a Memorandum of Understanding (MOU), attached hereto as Exhibit A, to define their obligations with respect to the construction costs for the Contributed Section, which they agree will be mutually beneficial to both parties; and

WHEREAS, due to effluent limitations at the SR 16 Water Reclamation Facility, the Developer is eligible for refund based on both reclaimed water and wastewater unit connection fees; and

WHEREAS, the MOU provides that Developer shall construct the Contributed Section and dedicate a non-exclusive 10-foot easement to the County, and that the parties will enter into a separate Reclaimed Water and Wastewater Unit Connection Fee Refund Agreement in substantially the same form as attached as an exhibit to the MOU for the reimbursement of the reclaimed water and wastewater transmission component of the unit connection fees within the Development and any direct connections to the reclaimed water transmission main, based on the Contractor's final Schedule of Values; and

WHEREAS, the County deems it to be in the best interest of the public and the County to enter into the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, as follows:

Section 1. The above Recitals are hereby incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Memorandum of Understanding - Utility Transmission Commitments and Reimbursements between Elevation Pointe, LLC and St. Johns County, and authorizes the County Administrator, or designee, to execute the MOU on behalf of the County in substantially the same form and format as attached hereto.

Section 3. Upon execution by all parties, the Clerk is instructed to file the MOU in the public records of St. Johns County, Florida.

Section 4. 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 5. 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 February, 2024.

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

By: _____
Sarah Arnold, Chair

Rendition Date: FEB 20 2024

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

By: Crystal Smith
Deputy Clerk



MEMORANDUM OF UNDERSTANDING
UTILITY TRANSMISSION COMMITMENTS AND REIMBURSEMENTS

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) by and between ELEVATION POINTE, LLC, a Florida limited liability company (“ELEVATION POINTE”, which term shall include its successors and assigns), and ST. JOHNS COUNTY, a political subdivision of the State of Florida (the “COUNTY”), is entered into and effective on the date it is signed by the last party executing this MOU (the “Effective Date”). ELEVATION POINTE and the COUNTY are sometimes collectively referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

- A. ELEVATION POINTE is the developer of and has constructed improvements within the mixed-use development known as ELEVATION POINTE containing approximately 190 acres more or less, located in St. Johns County, Florida. The property is subject to that certain Elevation Pointe at Anderson Park Planned Unit Development, approved by the St. Johns County Commission as Ordinance 1996-66, as most recently amended by Ordinance 2023-42, recorded in Official Records Book 5831, Page 134 of the public records of St. Johns County, Florida (the “PUD”). The PUD is located along and between State Road 16 and County Road 208, approximately one-half (1/2) mile north-west of the interchange of Interstate 95 and State Road 16 in St. Johns County, Florida and is more particularly described on the attached and incorporated **Exhibit “A”**. ELEVATION POINTE has approvals to develop the PUD with up to 170,000 square feet of non-residential uses, 240 hotel rooms, 430 townhomes and 320 multi-family residential units as described in the PUD.
- B. The COUNTY has requested ELEVATION POINTE to design, construct and dedicate specific Reclaimed Water Transmission Contributions to the COUNTY for ownership and maintenance in order for the COUNTY to provide utility service to the project.
- C. ELEVATION POINTE is requesting reimbursement for the Contributed Section as more particularly described below and in a Reclaimed Water and Wastewater Unit Connection Fee Refund Agreement from the COUNTY (“Refund Agreement”) and as depicted on the attached and incorporated **Exhibit “B”** (the “Map of Contributed Section”).
- D. This MOU, as mutually agreed to by the Parties, defines the Utility Transmission Contribution, Contribution Timing Requirements, and the process for executing Utility Unit Connection Fee Refunds.

- E. ELEVATION POINTE's utility obligations and benefits detailed in this MOU shall apply to ELEVATION POINTE's successors and assignees.
- F. While a reclaimed water main design was submitted to the COUNTY under RW CONST 2021-09 and approved in March 2022, the Parties agree that the revised scope herein is mutually beneficial to both Parties. ELEVATION POINTE will submit a redesign under an application for a MODCP to construct the Contributed Section as depicted on the attached Map of Contributed Section and in accordance with the Schedule of Values attached as Schedule "B" to the Refund Agreement (the "Schedule of Values").
- G. The COUNTY deems it to be in the public interest to recognize ELEVATION POINTE's Utility Transmission Contribution as described in this MOU.

NOW THEREFORE, in consideration of the mutual covenants of the Parties set forth in this instrument and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **RECLAIMED WATER TRANSMISSION MAIN.**

- a. **Limits and Scope:** In order to meet the reclaimed water transmission requirements that the project will place on the service area located along State Road 16 west of Interstate 95, ELEVATION POINTE will design and construct a 20-inch (nominal) reclaimed water main along State Road 16, as depicted on the Map of Contributed Section. Installation will be performed at actual cost to ELEVATION POINTE and is reimbursable to ELEVATION POINTE as set forth in the Refund Agreement and the Schedule of Values. All reclaimed water main infrastructure shall be dedicated to the COUNTY upon completion.
- b. **Timing for Construction:** ELEVATION POINTE shall complete construction and the Contributed Section shall be put into service prior to receiving permanent service from St Johns County Utilities. The County will not issue meters for any phases of the Elevation Pointe PUD, with the exception of MULTIFAM 2021-07 project (320 multi-family units) currently under construction, until the Contributed Section is in service. Any residential units or non-residential development (inside or outside the PUD) that has already connected to the COUNTY's existing reclaimed water main infrastructure prior to the completion of the Contributed Section will be required by the COUNTY to reconnect to the Contributed Section, and any Reclaimed Water and Wastewater Unit Connection Fees collected for such developments are subject to refund to ELEVATION POINT in accordance with the Refund Agreement.
- c. **Easement:** The Contributed Section will be constructed in a non-exclusive 10-foot easement dedicated to the COUNTY at a location within the PUD along State Road

16 (but not within the State Road 16 right-of-way) identified and approved by the COUNTY and by ELEVATION POINTE. ELEVATION POINTE shall dedicate this easement to the COUNTY within 90 days of execution of this agreement. The easement may contain project signage and other project improvements not inconsistent with the rights granted to the COUNTY to operate, maintain, and access utility services within the easement area.

- d. **Unit Connection Fee Refund Agreement:** ELEVATION POINTE and the COUNTY agree to execute the Refund Agreement substantially in the same form as in the attached Exhibit "C" as allowed by Section 25 of Ordinance 2022-37 (or subsequent Utility Ordinance Revisions) on or before the substantial completion of the Contributed Section. The Refund Agreement shall provide that the transmission component of the applicable Reclaimed Water and Wastewater Unit Connection Fees shall be refundable to ELEVATION POINTE. The refund value will be the total final installation cost of the Contributed Section, which shall be reconciled with the actual costs incurred by ELEVATION POINTE, as verified by the final contractor's Schedule of Values to be submitted to the COUNTY upon completion of the Contributed Section. The Contributed Section shall be dedicated in fee simple by Bill of Sale to the COUNTY with clear title and free of liens and encumbrances except for those mutually agreed to by the Parties.

Due to the financial magnitude and timing of this transmission infrastructure, the COUNTY agrees to recommend approval of a Resolution of the Board of County Commissioners to allow a retroactive payment of applicable Reclaimed Water and Wastewater Unit Connection Fees collected within the PUD or collected from Others outside of the PUD (as such term is defined in Section 4 of the Refund Agreement) following the execution of this MOU. The Parties agree that ELEVATION POINTE will not be paid Unit Connection Fee refund disbursements until ELEVATION POINTE dedicates the Contributed Section to the COUNTY and the Refund Agreement is executed and recorded. The payment of Unit Connection Fees for the Contributed Section is contingent upon approval by the Board of County Commissioners of this Memorandum of Understanding and execution by the COUNTY of the Refund Agreement. It is mutually understood by the Parties that applicable Unit Connection Fees collected within the PUD or outside the PUD paid by Others (as such term is defined in Section 4 of the Refund Agreement) from the date of this MOU through the effective date of the Refund Agreement shall be tracked and held by the COUNTY in a Unit Connection Fee account assigned to the PUD, and shall apply to the refund of the Unit Connection Fees for the Contributed Section per the terms of the Refund Agreement.

2. **SUCCESSORS.** The covenants, terms, conditions, and restrictions of this MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, a political
subdivision of the State of 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

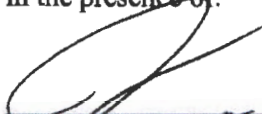
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day__ of _____, 2023, by _____, as _____ of St. Johns County, a political subdivision of the State of Florida, on behalf of the entity, who is personally known to me or has produced _____ as identification.

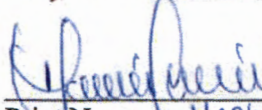
Print Name: _____

Notary Public, State of _____

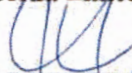
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:


Print Name: JEFF VAN

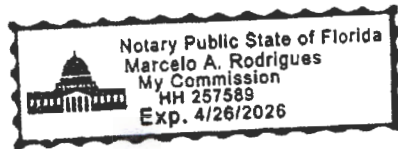

Print Name: MARIA E. WEST.

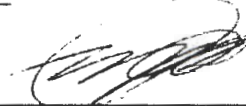
ELEVATION POINTE LLC,
a Florida limited liability company

By: 
Print Name: Owais Khanani
Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this day 10th of JANUARY, 2023, by Owais Khanani, as Manager of
Elevation -Pointe, LLC, a Florida limited liability company, on behalf of the entity, who is
personally known to me or has produced _____ as identification.




Print Name: Marcelo A. Rodrigues
Notary Public, State of Florida
My Commission Expires: 04/26/2026

LIST OF EXHIBITS

- Exhibit "A" - Elevation Pointe Project MDP and Legal Description
- Exhibit "B" - Map of Contributed Section
- Exhibit "C" - Reclaimed Water and Wastewater Unit Connection Fee Refund Agreement

EXHIBIT "A"

Elevation Pointe Project MDP and Legal Description

LEGEND

(Symbol)	BOUNDARY
(Symbol)	PREFERRED RETAILERS
(Symbol)	RETAIL IMPACT
(Symbol)	RETAIL RESERVE
(Symbol)	RETAIL ALTERNATIVE
(Symbol)	RETAIL ALTERNATIVE
(Symbol)	RETAIL ALTERNATIVE
(Symbol)	RETAIL ALTERNATIVE

The Master Development Plan shall be a general representation of the proposed plan of development. Final construction plans must demonstrate all requirements of the plan and other applicable land development regulations. The location and construction of the roads, lots, ponds, signs, and other improvements shown on this MDP may vary from the conceptual plan and may be subject to adjustment in construction plans as they are approved. Individual lot plans and improvements shall be submitted in accordance with the provisions of the Subdivision Ordinance and the provisions of the Subdivision Ordinance and the provisions of the Subdivision Ordinance. All proposed features shall be detailed, proportionate and in all plans and maps. All proposed features shall be adjacent to common boundaries. All proposed features shall be detailed, proportionate and in all plans and maps. All proposed features shall be adjacent to common boundaries. All proposed features shall be detailed, proportionate and in all plans and maps. All proposed features shall be adjacent to common boundaries.

ACKNOWLEDGEMENTS AND REGULATIONS

APPROVED: (Date)

REVISIONS:

- REVISED: 08/15/2011
- REVISED: 09/01/2011
- REVISED: 09/15/2011

ISLAND GENERAL DEVELOPMENT CONSIDERATIONS

REQUIRED ON EACH ISLAND: 0.5 AC

POWER: (Distance) 0.7 AC

CHINA SERVICE

RETAIL (100' x 200') = 47.2 AC (34%)

RETAIL (100' x 200') = 47.2 AC (34%)

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Site Data Table

RETAIL	100' x 200'	47.2 AC
RETAIL	100' x 200'	47.2 AC
RETAIL	100' x 200'	47.2 AC
RETAIL	100' x 200'	47.2 AC
RETAIL	100' x 200'	47.2 AC
RETAIL	100' x 200'	47.2 AC
RETAIL	100' x 200'	47.2 AC
RETAIL	100' x 200'	47.2 AC

PREPARED BY: Kimley-Horn

PROJECT: ELEVATION POINTE

LOCATION: ELEVATION DEVELOPMENT, LLC

MASTER DEVELOPMENT PLAN: MDP-01

LEGAL DESCRIPTION: PARCEL A

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, SAID PARCEL BEING A PORTION OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1152, PAGE 882, OF THE PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE, COMMENCE AT A NAIL AND DISK IDENTIFIED AS "LB #6824", SAID POINT BEING AT THE INTERSECTION OF THE CENTERLINE OF THE RIGHT OF WAY OF COUNTY ROAD S-208 (FORMERLY STATE ROAD NO. S-208) WITH THE WEST LINE OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 73°58'58" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 304.81 FEET; THENCE NORTH 16°01'02" EAST, DEPARTING SAID CENTERLINE, A DISTANCE OF 33.00 FEET TO A TO A 1/2" IRON PIPE IDENTIFIED AS "RLS 3295", SAID 1/2" IRON PIPE IDENTIFIED AS "RLS 3295" BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. S-208 AND THE SOUTHWESTERLY LINE OF GREY HAWK ESTATES AS RECORDED IN MAP BOOK 72, PAGE 93 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 16°01'02" EAST, CONTINUING ALONG THE SAID SOUTHWESTERLY LINE OF SAID GREY HAWKS ESTATES, A DISTANCE OF 17.00 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824", SAID MAG NAIL AND DISK ALSO BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,587.02 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°53'19", A DISTANCE OF 273.90 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°54'48" EAST, 273.56 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LS#894", SAID CONCRETE MONUMENT BEING AT THE SOUTHEAST CORNER OF SAID GREY HAWKS ESTATES; THENCE NORTH 01°08'35" WEST, ALONG THE EASTERLY LINE OF SAID GREY HAWK ESTATES, A DISTANCE OF 970.03 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LS#894", SAID CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF SAID GREY HAWKS ESTATES; THENCE SOUTH 88°51'25" WEST, ALONG THE NORTHERLY LINE OF SAID GREY HAWKS ESTATES, A DISTANCE OF 573.25 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LS#894", SAID CONCRETE MONUMENT BEING ON THE WESTERLY LINE OF SAID SECTION 6; THENCE NORTH 01°08'35" WEST, DEPARTING SAID NORTH LINE AND ALONG SAID WESTERLY LINE OF SAID SECTION 6, A DISTANCE OF 2,206.91 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LS#261 D.D. MOODY", SAID CONCRETE MONUMENT BEING THE NORTHWEST CORNER OF SAID SECTION 6 AND THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1187, PAGE 1257 OF SAID PUBLIC RECORDS; THENCE NORTH 89°05'38" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6 AND THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1187, PAGE 1257, A DISTANCE OF 786.41 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LB#6824", SAID CONCRETE MONUMENT BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED) AND BEING THE SOUTHEASTERLY CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1187, PAGE 1257; THENCE SOUTH 56°01'39" EAST, DEPARTING SAID NORTHERLY LINE OF SECTION 6 AND ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,073.87 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LB#6824", SAID MONUMENT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,839.86 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 19°46'11", AN ARC

LENGTH OF 634.84 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°08'33" EAST, 631.70 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LB#6824"; THENCE SOUTH 36°15'28" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2,508.11 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB#6824", SAID IRON PIPE BEING AT ON THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4311, PAGE 1736, OF SAID PUBLIC RECORDS; THENCE SOUTH 53°36'42" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 224.15 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB#6824", SAID IRON PIPE BEING ON THE WESTERLY LINE OF SAID LANDS AND ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 121.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY LINE THROUGH A DELTA ANGLE OF 25°09'39", AN ARC LENGTH OF 53.14 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°02'43" EAST, 52.71 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB#6824"; THENCE SOUTH 09°29'10" EAST, A DISTANCE OF 34.62 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 32.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 78°38'46", AN ARC LENGTH OF 44.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°55'53" EAST, 41.19 FEET; THENCE NORTH 53°44'32" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 218.13 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16; THENCE SOUTH 36°15'28" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB#6824", SAID MAG NAIL AND DISK BEING ON THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4684, PAGE 196, OF SAID PUBLIC RECORDS; THENCE SOUTH 53°44'32" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 293.14 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824", SAID MAG NAIL AND DISK BEING ON THE WEST LINE OF SAID LANDS; THENCE SOUTH 37°45'51" WEST, ALONG SAID WEST LINE, A DISTANCE OF 2.00 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824" SAID MAG NAIL BEING A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 05°48'58", AN ARC LENGTH OF 7.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°42'16" EAST, 7.61 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824"; THENCE SOUTH 20°36'48" EAST, A DISTANCE OF 307.80 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824", SAID MAG NAIL AND DISK BEING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 34°23'13", AND ARC LENGTH OF 15.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°48'34" EAST, 14.78 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824"; THENCE SOUTH 55°00'20" EAST, A DISTANCE OF 15.35 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824", SAID MAG NAIL AND DISK BEING ON THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2851, PAGE 1931, OF SAID PUBLIC RECORDS; THENCE NORTH 73°59'37" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 54.46 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824". SAID MAG NAIL AND DISK BEING ON THE WESTERLY LINE OF SAID LANDS; THENCE SOUTH 16°17'44" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 66.02 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB#6824", SAID IRON PIPE BEING ON THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1137, PAGE 1300 OF SAID PUBLIC RECORDS; THENCE NORTH 73°58'58" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, A DISTANCE OF 691.54 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "RLS#4690", SAID MONUMENT BEING THE NORTHWESTERLY CORNER OF SAID LANDS; THENCE SOUTH 16°01'02" WEST, ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 300.00 FEET TO A 4"X4" CONCRETE

MONUMENT IDENTIFIED AS "RLS#4690"; THENCE CONTINUE SOUTH 16°01'02" WEST, A DISTANCE OF 17.00 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LB#6824", SAID MONUMENT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. S-208; THENCE NORTH 73°58'58" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2,509.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,246,872 SQUARE FEET OR 189.32 ACRES, MORE OR LESS.

|

EXHIBIT "B"

Map of Contributed Sections



EXHIBIT "C"

Reclaimed Water and Wastewater Unit Connection Fee Refund Agreement

**RECLAIMED WATER AND WASTEWATER UNIT CONNECTION
FEE REFUND AGREEMENT**

THIS RECLAIMED WATER AND WASTEWATER UNIT CONNECTION FEE REFUND AGREEMENT (the "Refund Agreement") is entered into, and made effective, this ____ day of ____, 2023, by and between ELEVATION POINTE, LLC, a Florida limited liability company ("ELEVATION POINTE", which term shall include its successors and assigns), and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "COUNTY"). ELEVATION POINTE and the COUNTY are sometimes collectively referred to herein individually as a "Party" and collectively as the "Parties."

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.** ELEVATION POINTE is the developer of and has constructed improvements within the mixed-use development known as ELEVATION POINTE containing approximately 190 acres more or less, located in St. Johns County, Florida. The property is subject to that certain Elevation Pointe at Anderson Park Planned Unit Development, approved by the St. Johns Board of County Commissioners as Ordinance 1996-66, as most recently amended by Ordinance 2023-42, recorded in Official Records Book 5831, Page 134, of the public records of St. Johns County, Florida, (the "PUD"). The PUD is located along and between State Road 16 and County Road 208, approximately one-half (1/2) mile north-west of the interchange of Interstate 95 and State Road 16 in St. Johns County, Florida and is more particularly described on the attached and incorporated **Exhibit A**. ELEVATION POINTE has approvals to develop the PUD with up to 170,000 square feet of non-residential uses, 240 hotel rooms, 430 townhomes and 320 multi-family residential units as described in the PUD.

ELEVATION POINTE has requested a refund pursuant to Section 25.G of the St. Johns County Utility Ordinance 2022-37 in consideration of ELEVATION POINTE's installation of approximately 2,215 linear feet of 20-inch (nominal) reclaimed water main, (the "Contributed Section") located within a non-exclusive 10-foot easement dedicated to the COUNTY at a location within the PUD along State Road 16 (but not within the SR 16 right-of-way) identified and approved by the COUNTY and by ELEVATION POINTE. The easement may contain project signage and other project improvements not inconsistent with the rights granted to the COUNTY to operate, maintain and access utility services within the easement area. The Contributed Section to be designed, installed and dedicated to the COUNTY in connection with the PUD project is more particularly described in the Schedule of Values attached as **Exhibit B**, which is incorporated herein (the "Schedule of Values"). The location of the Contributed Section is depicted on **Exhibit C**.

The requirement to construct the Contributed Section is due to wastewater effluent capacity limitations in the current wastewater system. The construction of this Contributed Section and the

utilization of reclaimed water for irrigation on the development site mitigates this capacity constraint.

This Refund Agreement states the terms and conditions upon which a refund of the transmission component of reclaimed water and wastewater unit connection fees paid by ELEVATION POINTE or Others (as such term is defined in Section 4 below) who connect to the Contributed Section as allowed and contemplated under Ordinance 2022-37, and as referenced by the Memorandum of Understanding (Resolution 2023-___) shall be paid by the COUNTY to ELEVATION POINTE.

It is expressly noted that as a condition precedent for any refund permitted under this Refund Agreement, ELEVATION POINTE must first, at its expense, record this Refund Agreement (upon proper execution by authorized representatives of both the COUNTY and ELEVATION POINTE) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of ELEVATION POINTE to have this Refund Agreement recorded as noted above shall bar ELEVATION POINTE from receiving any subsequent refunds on reclaimed water and wastewater unit connection fees until this Refund 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 ELEVATION POINTE as a result of future or retroactive payment to ELEVATION POINTE of reclaimed water and wastewater unit connection fees, or as the result of payment of reclaimed water and wastewater unit connection fees by Others who connect to the Contributed Section, 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 ELEVATION POINTE pursuant to this Refund Agreement shall in no event exceed the actual total cost of the installation of the Contributed Section as estimated in the attached and incorporated Schedule of Values, which shall be reconciled with the actual costs incurred by ELEVATION POINTE, as verified by the final contractor's Schedule of Values to be submitted to the COUNTY upon completion of the Contributed Section 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 ELEVATION POINTE and the COUNTY (Resolution 2023-XXX) for the Contributed Section, which allowed the COUNTY to track and retain the transmission component of reclaimed water and wastewater unit connection fees collected within the PUD or outside the PUD for connections to the Contributed Section following the execution of the MOU to the date of this Refund Agreement with the intent of retroactively refunding to the Developer upon execution and recordation of this Refund Agreement with the Clerk of Courts. The retroactive refund will occur at the first quarterly disbursement following the execution of this Refund Agreement and recordation with the Clerk of Court. Upon recordation of this Refund Agreement with the Clerk of the Court, and upon payment by ELEVATION POINTE or Others of any reclaimed water and wastewater unit connection fees for the PUD or paid by Others connecting to the Contributed Section within nine (9) years following the later of: (i) the date of the recording of the easement and deed of dedication to the COUNTY, or (ii) date of acceptance by the COUNTY of the Bill of Sale that grants the Contributed Section

to the COUNTY. ELEVATION POINTE shall be entitled to a refund of the transmission component of any such reclaimed water and wastewater unit connection fees in an amount not to exceed the Contributed Section Cost. The refund described in this Section shall be paid to ELEVATION POINTE quarterly upon payment by ELEVATION POINTE or Others of such reclaimed water and 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 reclaimed water and wastewater unit connection fees. Any residential units or commercial development that has connected to the COUNTY's existing reclaimed water main infrastructure prior to the completion of the Contributed Section will be required by the COUNTY to reconnect to the Contributed Section and ELEVATION POINTE shall be entitled to such reclaimed water and wastewater unit connection fees for reconnection to the Contributed Section.

Reclaimed water and wastewater unit connection fees paid by ELEVATION POINTE, its successors and assigns, or by Others after nine (9) years following the later of: (1) the date of the recording of the easement and deed of dedication to the COUNTY, or (ii) date of acceptance by the COUNTY of the Bill of Sale that grants the Contributed Section to the COUNTY shall not entitle ELEVATION POINTE 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 any amendment thereof.

4. **Connection by Others.** In the event that other users, builders or developers outside of the PUD ("Others") connect to the Contributed Section (or branches off the Contributed Section) within nine (9) years after the later of: (1) the date of the recording of the easement and deed of dedication to the COUNTY, or (ii) date of acceptance by the COUNTY of the Bill of Sale that grants the Contributed Section to the COUNTY, ELEVATION POINTE shall be entitled to a refund equal to the value of the reclaimed water and wastewater transmission component of any such reclaimed water and wastewater unit connection fees paid by Others in an amount which, cumulatively with any other refund payments paid to ELEVATION POINTE under the terms of this Refund 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 Refund Agreement. No modification or change in this Refund 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 Refund 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 Refund Agreement shall be in St. Johns County, Florida.

7. **Notice.** Any notices required or allowed to be delivered under this Refund 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 Refund 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: Elevation Pointe, LLC
189 South Orange Ave., Suite 1550
Orlando, FL 32801
Attention: Owais Khanani, Manager
Phone: (407) 270-8866 Ext. 107

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Refund Agreement on the date set forth above.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, a political
subdivision of the State of 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

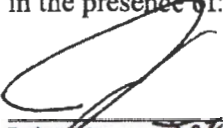
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day__ of _____, 2023, by _____, as _____ of St. Johns County, a political subdivision of the State of Florida, on behalf of the entity, who is personally known to me or has produced _____ as identification.

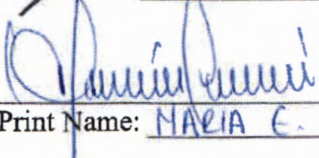
Print Name: _____

Notary Public, State of _____

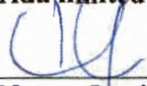
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:


Print Name: SEPT GARAU

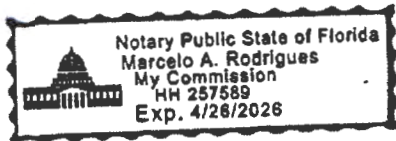

Print Name: MARIA E. POST


ELEVATION POINTE LLC,
a Florida limited liability company

By: 
Print Name: Owais Khanani
Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this day 10th of JANUARY, 2023, by Owais Khanani, as Manager of
Elevation Pointe, LLC, a Florida limited liability company, on behalf of the entity, who is
personally known to me or has produced _____ as identification.




Print Name: MARCELO A. RODRIGUES
Notary Public, State of FLORIDA
My Commission Expires: 04/26/2026

LEGAL DESCRIPTION: PARCEL A

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, SAID PARCEL BEING A PORTION OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1152, PAGE 882, OF THE PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE, COMMENCE AT A NAIL AND DISK IDENTIFIED AS "LB #6824", SAID POINT BEING AT THE INTERSECTION OF THE CENTERLINE OF THE RIGHT OF WAY OF COUNTY ROAD S-208 (FORMERLY STATE ROAD NO. S-208) WITH THE WEST LINE OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 73°58'58" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 304.81 FEET; THENCE NORTH 16°01'02" EAST, DEPARTING SAID CENTERLINE, A DISTANCE OF 33.00 FEET TO A TO A 1/2" IRON PIPE IDENTIFIED AS "RLS 3295", SAID 1/2" IRON PIPE IDENTIFIED AS "RLS 3295" BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. S-208 AND THE SOUTHWESTERLY LINE OF GREY HAWK ESTATES AS RECORDED IN MAP BOOK 72, PAGE 93 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 16°01'02" EAST, CONTINUING ALONG THE SAID SOUTHWESTERLY LINE OF SAID GREY HAWKS ESTATES, A DISTANCE OF 17.00 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824", SAID MAG NAIL AND DISK ALSO BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,587.02 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°53'19", A DISTANCE OF 273.90 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°54'48" EAST, 273.56 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LS#894", SAID CONCRETE MONUMENT BEING AT THE SOUTHEAST CORNER OF SAID GREY HAWKS ESTATES; THENCE NORTH 01°08'35" WEST, ALONG THE EASTERLY LINE OF SAID GREY HAWK ESTATES, A DISTANCE OF 970.03 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LS#894", SAID CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF SAID GREY HAWKS ESTATES; THENCE SOUTH 88°51'25" WEST, ALONG THE NORTHERLY LINE OF SAID GREY HAWKS ESTATES, A DISTANCE OF 573.25 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LS#894", SAID CONCRETE MONUMENT BEING ON THE WESTERLY LINE OF SAID SECTION 6; THENCE NORTH 01°08'35" WEST, DEPARTING SAID NORTH LINE AND ALONG SAID WESTERLY LINE OF SAID SECTION 6, A DISTANCE OF 2,206.91 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LS#261 D.D. MOODY", SAID CONCRETE MONUMENT BEING THE NORTHWEST CORNER OF SAID SECTION 6 AND THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1187, PAGE 1257 OF SAID PUBLIC RECORDS; THENCE NORTH 89°05'38" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6 AND THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1187, PAGE 1257, A DISTANCE OF 786.41 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LB#6824", SAID CONCRETE MONUMENT BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED) AND BEING THE SOUTHEASTERLY CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1187, PAGE 1257; THENCE SOUTH 56°01'39" EAST, DEPARTING SAID NORTHERLY

LINE OF SECTION 6 AND ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,073.87 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LB#6824", SAID MONUMENT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,839.86 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 19°46'11", AN ARC LENGTH OF 634.84 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°08'33" EAST, 631.70 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LB#6824"; THENCE SOUTH 36°15'28" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2,508.11 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB#6824", SAID IRON PIPE BEING AT ON THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4311, PAGE 1736, OF SAID PUBLIC RECORDS; THENCE SOUTH 53°36'42" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 224.15 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB#6824", SAID IRON PIPE BEING ON THE WESTERLY LINE OF SAID LANDS AND ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 121.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY LINE THROUGH A DELTA ANGLE OF 25°09'39", AN ARC LENGTH OF 53.14 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°02'43" EAST, 52.71 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB#6824"; THENCE SOUTH 09°29'10" EAST, A DISTANCE OF 34.62 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 32.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 78°38'46", AN ARC LENGTH OF 44.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°55'53" EAST, 41.19 FEET; THENCE NORTH 53°44'32" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 218.13 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16; THENCE SOUTH 36°15'28" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB#6824", SAID MAG NAIL AND DISK BEING ON THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4684, PAGE 196, OF SAID PUBLIC RECORDS; THENCE SOUTH 53°44'32" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 293.14 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824", SAID MAG NAIL AND DISK BEING ON THE WEST LINE OF SAID LANDS; THENCE SOUTH 37°45'51" WEST, ALONG SAID WEST LINE, A DISTANCE OF 2.00 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824" SAID MAG NAIL BEING A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 05°48'58", AN ARC LENGTH OF 7.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°42'16" EAST, 7.61 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824"; THENCE SOUTH 20°36'48" EAST, A DISTANCE OF 307.80 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824", SAID MAG NAIL AND DISK BEING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 34°23'13", AND ARC LENGTH OF 15.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°48'34" EAST, 14.78 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824"; THENCE SOUTH 55°00'20' EAST, A DISTANCE OF 15.35 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824", SAID MAG NAIL AND DISK BEING ON THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2851, PAGE 1931, OF SAID PUBLIC RECORDS; THENCE NORTH 73°59'37" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 54.46 FEET TO A MAG NAIL AND DISK IDENTIFIED AS "LB 6824", SAID MAG NAIL AND DISK BEING ON THE WESTERLY LINE OF SAID LANDS; THENCE SOUTH 16°17'44" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 66.02 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB#6824", SAID IRON PIPE BEING ON THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1137,

ELEVATION POINTE

9

RW&WW UCF Refund Agreement

12/21/23

PAGE 1300 OF SAID PUBLIC RECORDS; THENCE NORTH 73°58'58" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, A DISTANCE OF 691.54 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "RLS#4690", SAID MONUMENT BEING THE NORTHWESTERLY CORNER OF SAID LANDS; THENCE SOUTH 16°01'02" WEST, ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 300.00 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "RLS#4690"; THENCE CONTINUE SOUTH 16°01'02" WEST, A DISTANCE OF 17.00 FEET TO A 4"X4" CONCRETE MONUMENT IDENTIFIED AS "LB#6824", SAID MONUMENT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. S-208; THENCE NORTH 73°58'58" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2,509.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,246,872 SQUARE FEET OR 189.32 ACRES, MORE OR LESS.

EXHIBIT "B"

[SCHEDULE OF VALUES FROM DEVELOPER'S CONTRACTOR]

Kimley  Horn

Extension SJCU-D-Developer
Agreement

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	1	LS	\$20,000	\$20,000
Erosion Control NPDES	1	LS	\$30,000	\$30,000
Survey	1	LS	\$20,000	\$20,000
Maintenance of Traffic	1	LS	\$60,000	\$60,000
As-Builts	1	LS	\$25,000	\$25,000
General Conditions Subtotal				\$155,000
B. Reuse System				
20" Reuse Main (PVC DR-25)	2500	LF	\$230	\$575,000
20" Gate Valve	4	EA	\$17,500	\$70,000
Clearing	1	LS	\$22,000	\$22,000
Testing	1	LS	\$15,000	\$15,000
Connect to Existing	2	EA	\$5,000	\$10,000
Redress/Sod SR-16 ROW	1	LS	\$20,000	\$20,000
State Road 16 Crossing (HDD)	1	LS	\$254,000	\$254,000
Reuse System Subtotal				\$966,000
C. 15% Construction Cost Contingency				
CONSTRUCTION COST ESTIMATE	REUSE SYSTEM		\$966,000.00	
15% Construction Cost Contingency Subtotal			\$144,900.00	
				Total Cost Estimate \$ 1,265,900.00

*Per discussions with staff, it is assumed the physical materials will be provided and delivered by SJCU. Installation will be performed at cost to the developer. Therefore the material cost is set to \$0 for the developer, but installation costs are still listed for reimbursement

OPINION OF PROBABLE COST DISCLAIMER

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

EXHIBIT "C"

[CONTRIBUTED SECTION LOCATION MAP]

