

RESOLUTION NO. 2020-215

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY, FLORIDA, AND RREF III-P-EP BANNON LAKES JV, LLC, TO DEFINE REQUIRED UTILITY TRANSMISSION COMMITMENTS AND REIMBURSEMENTS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, RREF III-P-EP Bannon Lakes JV, 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 Bannon Lakes PUD as described in the Memorandum of Understanding/Utility Transmission Commitments and Reimbursements executed on December 20, 2016 pursuant to St Johns County Resolution No. 2016-396; and

WHEREAS, the Developer is required to complete the required utility transmission contributions in various phases of the development; 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 and Developer desire to amend the MOU to revise the timing of the Developer's construction of a 16-inch sewer force main to serve Bannon Lakes and the surrounding properties; 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 Amended Memorandum of Understanding between St. Johns County, Florida, and RREF III-P-EP Bannon Lakes JV, LLC and authorizes the County Administrator to execute the Amended Memorandum of Understanding on behalf of St. Johns County substantially in the form attached hereto.

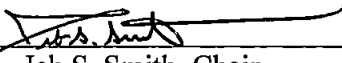
**Section 3.** If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

**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 10 day of June, 2020.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:

  
\_\_\_\_\_  
Jeb S. Smith, Chair

RENDITION DATE 6/18/20

Attest: Brandon Patty, Clerk

By: Sam Halterman  
Deputy Clerk



**AMENDMENT TO MEMORANDUM OF UNDERSTANDING**  
**UTILITY TRANSMISSION COMMITMENTS AND REIMBURSEMENTS**  
**(BANNON LAKES)**

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this "Amendment") by and between RREF III-P-EP BANNON LAKES JV, LLC, a Delaware limited liability company ("Owner"), 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 Amendment (the "Effective Date"). The Owner and the County are sometimes referred to collectively herein as the "Parties".

**RECITALS:**

A. The Owner and the County entered into that certain Memorandum of Understanding/Utility Transmission Commitments and Reimbursements on December 20, 2016 pursuant to St. Johns County Resolution No. 2016-396 (the "MOU").

B. The MOU requires the Owner to construct certain utility improvements to serve its development called Bannon Lakes PUD.

C. The Parties desire to amend the MOU to revise the timing of the Owner's construction of a 16-inch sewer force main to serve Bannon Lakes and surrounding properties.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Seller and Buyer agree as follows:

1. **Recitals; Defined Terms.** The Parties agree and confirm that the above-stated recitals are true and correct. All capitalized terms not defined herein shall be given the meaning ascribed thereto in the MOU. Unless modified herein, the terms in the MOU shall continue to apply.

2. **Subsection 1.b of the MOU is hereby amended to read as follows: Timing for Construction:** The Owner will be required to submit engineering design plans to the County for the 16-inch force main prior to the County's approval of the design plans containing equal to or greater than the 540th residential unit within the Bannon Lakes PUD. Construction of the 16-inch force main shall commence prior to the County approving a plat containing equal to or greater than the 540th residential unit within Bannon Lakes PUD. The Owner shall complete construction of the force main within 18 months of design approval. In the meantime, the Owner will be allowed to continue to utilize the existing 10-inch force main along IGP until the installation of the new force main is completed. The County may stop issuing utility meters after the 539<sup>th</sup> residential unit within the development if the conditions defined in this Subsection 1.b. are not met by the Owner.

3. **Subsection 1.c. of the MOU is hereby amended to read as follows: Option to Increase Residential Unit Threshold:** The residential unit threshold for providing the 16-inch force main contained in Subsection 1.b of the original MOU is 457 residential units. The current

number of units approved by the County within Bannon Lakes to date is 538. Unless design of the 16-inch force main detailed in Subsection 1.b. is approved by the County on or prior to October 30, 2020, the Owner agrees to complete construction of the connection between the existing force main system located at the intersection of World Commerce Center Parkway and International Golf Parkway and the recently installed 16-inch fore main located approximately 250 feet from the intersection along International Golf Parkway in the area shown on Exhibit D by June 30, 2021. The County may stop issuing utility meters after the 539<sup>th</sup> residential unit within the development if the timelines defined in this Subsection 1.c are not met by the Owner.

4. **Effect of Amendment.** Except as specifically amended by this Amendment, the MOU shall remain in full force and effect.

5. **Counterparts.** The Amendment may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Amendment may be detached from any counterpart without impairing the legal effect of any signatures thereon and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Electronically transmitted signatures shall be deemed original signatures.

6. **Captions and Headings.** The captions and headings in this Amendment are for reference only and shall not be deemed to define or limit the scope or intent of any terms, covenants, conditions or agreements contained herein.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment to Memorandum of Agreement on the date(s) set forth below.

**WITNESS:**

\_\_\_\_\_

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

\_\_\_\_\_

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

**OWNER:**

**RREF III-P-EP BANNON LAKES JV,  
LLC**, a Delaware limited liability company

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

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

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

Date: \_\_\_\_\_

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 \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of **RREF III-P-EP BANNON LAKES JV, LLC**, a Delaware limited liability company, on behalf of said company. He/she (*check one*)  is personally known to me, or  has produced a valid driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

WITNESS:

ST. JOHNS COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

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 \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of **St. Johns County**, a political subdivision of the State of Florida, on behalf of said political subdivision. He/she (*check one*)  is personally known to me, or  has produced a valid driver's license as identification

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_