

RESOLUTION NO. 94- 203

**A RESOLUTION AUTHORIZING THE COUNTY  
ADMINISTRATOR TO EXECUTE IMPACT FEE  
CREDIT AGREEMENTS FOR EDUCATION WITH  
ATLANTIC GULF.**

*3/11/94  
Let BCC  
Johns County*

**WHEREAS,** Atlantic Gulf Communities Corporation ("Atlantic Gulf") is the developer of certain lands contained within a development of regional impact commonly referred to as Julington Creek ("Julington Creek") more fully described in that certain St. Johns County Resolution No. 82-37, and as amended by Resolution No. 93-159 ("Development Order"); and

**WHEREAS,** pursuant to St. Johns County Ordinance No. 87-60, St. Johns County Education Impact Fee allows for impact fee credits to be granted by the Board of County Commissioners for property deeded to the County and/or improvements made as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein by reference as Exhibit A; and

**WHEREAS,** in accordance with the Development Order and the appropriate impact fee ordinances, Atlantic Gulf is entitled to certain impact fee credits.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida that:

**Section 1.** The Board of County Commissioners authorizes the County Administrator to approve and execute an Impact Fee Credit Agreement for those lands and/or improvements identified within the Development Order. Said Agreement shall be substantiated in the form of that attached hereto as Exhibit A.

**Section 2.** Upon acceptance by the County Administrator, the Clerk is instructed to record said agreements in the official records of St. Johns County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 8th day of November, 1994.

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

By: Allan Roberts  
Chairman-Allan Roberts

**ATTEST: CARL "BUD" MARKEL, CLERK**

By: Juanne Carter  
Deputy Clerk



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

O.R. 1085 PG 0003

I, CARL "BUD" MARKEL, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

**RESOLUTION NO. 94-203**

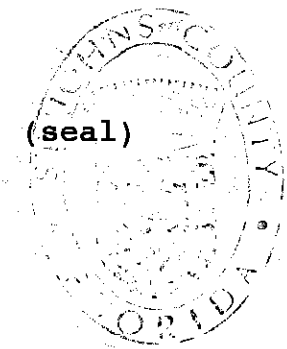
**adopted by the Board of County Commissioners  
of St. Johns County, Florida at a regular  
meeting of said Board held November 8, 1994**

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 16th day of November, 1994.

CARL "BUD" MARKEL,  
CLERK OF THE CIRCUIT COURT  
Ex-officio Clerk of the Board of County  
Commissioners of St. Johns County, Florida

By: Yvonne Carter  
Yvonne Carter, Deputy Clerk



8/05/94

## IMPACT FEE CREDIT AGREEMENT

### Educational Impact Fees

THIS AGREEMENT is made this 8th day of November 1994, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), the **SCHOOL BOARD OF ST. JOHNS COUNTY** ("School Board"), and **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida ("Atlantic Gulf").

5 Acc  
21+3  
Ref BCC  
Yvonne Carter

#### RECITALS:

A. Atlantic Gulf is the Developer of certain lands contained within a Development of Regional Impact, commonly referred to as Julington Creek ("Julington Creek") and more fully described in that certain St. Johns County Resolution No. 82-37, as amended by Resolution No. 93-159 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-60 ("Educational Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a public capital facilities impact fee ("Educational Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide public educational sites and facilities in St. Johns County.

C. Pursuant to the requirements of Section 17 of the Development Order, Atlantic Gulf has agreed to convey the lands to the School Board for the School Board's use for educational sites ("School Sites").

Further, pursuant to the Development Order in connection with the conveyance of the School Sites, Atlantic Gulf has the obligation to make available to the School Sites roads, water and sewer utilities to service such School Sites, at its cost and expense ("Required Improvements").

Atlantic Gulf has previously paid the sum of Two Hundred Four Thousand Six Hundred and Twenty Five and 00/100 Dollars (\$204,625.00) to the School Board in order to permit the School Board to plan and construct additional school facilities within the area surrounding Julington Creek ("Cash Contribution").

D. In consideration of Atlantic Gulf's agreement to convey the School Sites to the School Board, to install the Required Improvements and to pay the Cash Contribution, Atlantic Gulf has requested and the School Board and the County has agreed to provide to Atlantic Gulf certain credits against the payment of Educational Impact Fees based upon the total value of the School Sites, the value of the Required Improvements and the Cash Contribution as stated in the Development Order ("Educational Impact Fee Credits").

E. Pursuant to the terms of the Educational Impact Fee Ordinance and in accordance with the Development Order, the County, the School Board and Atlantic Gulf desire to set forth their agreements and a procedure for the application and treatment of such Educational Impact Fee Credits.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The total Educational Impact Fee Credit will be calculated as the sum of the following:

a. Atlantic Gulf shall convey the two School Sites as shown on the Master Plan of the Development Order to the School Board. The School Sites contain Forty Six and Three Tenths acres (46.3) of land and in accordance with the Educational Impact Fee Ordinance and the Development Order, upon conveyance of the School Sites, Atlantic Gulf shall receive Educational Impact Fee credits under the Educational Impact Fee Ordinance in the amount of Two Hundred Eighty Two and Four Hundred Thirty and 00/100 Dollars (\$282,430.00) which is computed based upon Six Thousand One Hundred and 00/100 Dollars (\$6,100.00) per acre, which amount shall be adjusted as hereinafter provided.

b. Cash Contribution in the amount of \$204,625.00.

c. Actual Cost of Required Improvements. At the time of execution of this Agreement the actual cost of the Required Improvements is not known. Such amount shall be established at the time that the School Board requests such Required Improvements, by mutual agreement of Atlantic Gulf and the School Board. It is understood and agreed that certain Required Improvements will serve more than the School Sites and accordingly Educational Impact Fee Credits will be equal to the pro rata portion of any costs of the Required Improvements which are necessary to serve the School Sites.

On the date hereof, the total Educational Impact Fee Credit is Two Hundred Four Thousand Six Hundred and Twenty Five and 00/100 Dollars (\$204,625.00) subject to increase as set forth in subparagraphs (a) and (c) above.

2. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction of dwellings within Julington Creek shall pay an amount equal to the amount due under the Educational Impact Fee Ordinance directly to Atlantic Gulf. Atlantic Gulf shall then issue to such Feepayer a voucher substantially in the form attached hereto as Exhibit A, evidencing payment of the Educational Impact Fee. The Feepayer shall present the voucher to the County as evidence of full payment of the Educational Impact Fee in connection with its application for a building permit or certificates of occupancy. The voucher issued by Atlantic Gulf shall contain a statement setting forth the amount of the Educational Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.

3. In connection with the further development of lands within Julington Creek, Atlantic Gulf may request that the legal description of the lands dedicated to the County under this Agreement be adjusted to accommodate such future development. The parties agree to reasonably cooperate and take such necessary action, as allowed by law, to accomplish such adjustment by transferring lands they hold within Julington Creek. Transfer of land by the Grantee for such adjustments shall be accomplished by deed in accordance with Section 125.411, Florida Statutes. Transfer of land by Grantor shall be by General Warranty Deed. In the event that the net result of such adjustments is that the total acres of land dedicated to County is more or less than the amount credited to Atlantic Gulf for

Educational Impact Fee purposes, then the Educational Impact Fee Credit shall be adjusted based upon \$6,100.00 per acre.

4. In the event that Atlantic Gulf may determine to sell all or part of Julington Creek, Atlantic Gulf may sell, transfer, assign, or convey all or part of the Educational Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Julington Creek for such consideration as Atlantic Gulf, in its sole discretion, determines. In such event, Atlantic Gulf shall execute and deliver to the County and the School Board, a copy of the instrument selling, transferring, assigning or granting the Educational Impact Fee Credit, a written confirmation of the amount of the Educational Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Educational Impact Fee Credit vested in Atlantic Gulf.

5. On or before January 31 of each year, so long as there remains any Educational Impact Fee Credit, Atlantic Gulf shall prepare and deliver to the County and the School Board an annual report setting forth the amount of the Educational Impact Fee payments made by the Fee payers and the remaining balance of Educational Impact Fee Credits. Provided, however, any Educational Impact Fee Credit which remains on December 15, 2019 shall be waived and of no further force and effect.

6. At such time as the Educational Impact Fee Credit provided for hereunder has been exhausted, Atlantic Gulf or the Fee payers seeking building permits or certificates of occupancy within Julington Creek shall pay to the County the Educational Impact Fees in such amounts as are then due and payable under the applicable Educational Impact Fee Ordinance.

7. Miscellaneous Provisions.

a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provision hereof.

O.R. 1085 PG 0007

f. This Agreement, any Exhibits and/or addenda made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

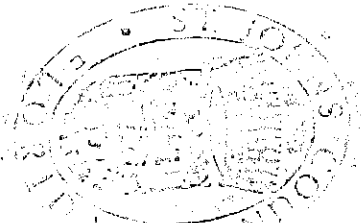
IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.

ATLANTIC GULF COMMUNITIES CORPORATION

By: [Signature]  
J. Thomas Gillette, III  
Vice President

BOARD OF COUNTY COMMISSIONERS,  
ST JOHNS COUNTY, FLORIDA

By: [Signature]  
Alan Roberts  
Its Chairman



Attest: Carl "Bud" Markel, Clerk

[Signature]  
Deputy Clerk of the Circuit Court

SCHOOL BOARD OF ST. JOHNS COUNTY,  
FLORIDA

By: [Signature], Its Chairman

Attest:

[Signature]  
Its Secretary

JAX-75143.10

EXHIBIT A  
Form of Voucher  
JULINGTON CREEK  
DEVELOPMENT OF REGIONAL IMPACT  
EDUCATIONAL IMPACT FEE VOUCHER

The undersigned hereby confirms that it has received from \_\_\_\_\_, funds sufficient for the impact fees for Educational Facilities, as required under St. Johns County Ordinance No. 87-60, for

- \_\_\_\_\_ Residential Units - 1 Unit
- \_\_\_\_\_ Residential Units - 2,3,4 Units
- \_\_\_\_\_ Residential Units - 5 or More Units
- \_\_\_\_\_ Mobile Home Units
- \_\_\_\_\_ Hotel/Motel Units
- \_\_\_\_\_ Other Residential Units

The undersigned hereby gives notice to St. Johns County, Florida that the sum of \$\_\_\_\_\_ should be deducted from the Impact Fee Credit assigned to Atlantic Gulf Communities Corporation under that certain Impact Fee Credit Agreement (Educational Impact Fees) dated \_\_\_\_\_, 1994, by and between Atlantic Gulf Communities Corporation and St. Johns County, Florida.

ATLANTIC GULF COMMUNITIES  
CORPORATION

By: \_\_\_\_\_  
\_\_\_\_\_  
Its President



8/05/94

## IMPACT FEE CREDIT AGREEMENT

### Educational Impact Fees

THIS AGREEMENT is made this 8th day of November 1994, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), the **SCHOOL BOARD OF ST. JOHNS COUNTY** ("School Board"), and **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida ("Atlantic Gulf").

#### RECITALS:

A. Atlantic Gulf is the Developer of certain lands contained within a Development of Regional Impact, commonly referred to as Julington Creek ("Julington Creek") and more fully described in that certain St. Johns County Resolution No. 82-37, as amended by Resolution No. 93-159 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-60 ("Educational Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a public capital facilities impact fee ("Educational Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide public educational sites and facilities in St. Johns County.

C. Pursuant to the requirements of Section 17 of the Development Order, Atlantic Gulf has agreed to convey the lands to the School Board for the School Board's use for educational sites ("School Sites").

Further, pursuant to the Development Order in connection with the conveyance of the School Sites, Atlantic Gulf has the obligation to make available to the School Sites roads, water and sewer utilities to service such School Sites, at its cost and expense ("Required Improvements").

Atlantic Gulf has previously paid the sum of Two Hundred Four Thousand Six Hundred and Twenty Five and 00/100 Dollars (\$204,625.00) to the School Board in order to permit the School Board to plan and construct additional school facilities within the area surrounding Julington Creek ("Cash Contribution").

D. In consideration of Atlantic Gulf's agreement to convey the School Sites to the School Board, to install the Required Improvements and to pay the Cash Contribution, Atlantic Gulf has requested and the School Board and the County has agreed to provide to Atlantic Gulf certain credits against the payment of Educational Impact Fees based upon the total value of the School Sites, the value of the Required Improvements and the Cash Contribution as stated in the Development Order ("Educational Impact Fee Credits").

E. Pursuant to the terms of the Educational Impact Fee Ordinance and in accordance with the Development Order, the County, the School Board and Atlantic Gulf desire to set forth their agreements and a procedure for the application and treatment of such Educational Impact Fee Credits.

5/11/94  
2/1/93  
Let BCC  
Yvonne Carter

O.R. 1085 PG 0010

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The total Educational Impact Fee Credit will be calculated as the sum of the following:

a. Atlantic Gulf shall convey the two School Sites as shown on the Master Plan of the Development Order to the School Board. The School Sites contain Forty Six and Three Tenths acres (46.3) of land and in accordance with the Educational Impact Fee Ordinance and the Development Order, upon conveyance of the School Sites, Atlantic Gulf shall receive Educational Impact Fee credits under the Educational Impact Fee Ordinance in the amount of Two Hundred Eighty Two and Four Hundred Thirty and 00/100 Dollars (\$282,430.00) which is computed based upon Six Thousand One Hundred and 00/100 Dollars (\$6,100.00) per acre, which amount shall be adjusted as hereinafter provided.

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f. This Agreement, any Exhibits and/or addenda made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

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h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.



ATLANTIC GULF COMMUNITIES CORPORATION

By: [Signature]  
J. Thomas Gillette, III  
Vice President

BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Deean Roberts  
Its Chairman

Attest: Carl "Bud" Markel, Clerk

[Signature]  
Deputy Clerk of the Circuit Court

SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA

By: [Signature], Its Chairman

Attest:

[Signature]  
Its Secretary

JAX-75143.10

EXHIBIT A  
Form of Voucher  
JULINGTON CREEK  
DEVELOPMENT OF REGIONAL IMPACT  
EDUCATIONAL IMPACT FEE VOUCHER

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ATLANTIC GULF COMMUNITIES CORPORATION

By: \_\_\_\_\_  
\_\_\_\_\_  
Its President

8/05/94

## IMPACT FEE CREDIT AGREEMENT

### Educational Impact Fees

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5/10/94  
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yonna co-ter

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e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provision hereof.



f. This Agreement, any Exhibits and/or addenda made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

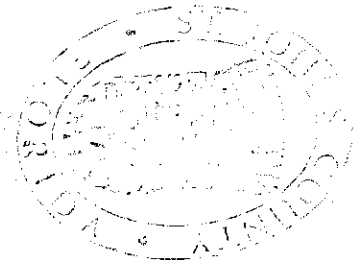
IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.

ATLANTIC GULF COMMUNITIES CORPORATION

By: [Signature]  
J. Thomas Gillette, III  
Vice President

BOARD OF COUNTY COMMISSIONERS,  
ST JOHNS COUNTY, FLORIDA

By: [Signature]  
Its Chairman



Attest: Carl "Bud" Markel, Clerk

[Signature]  
Deputy Clerk of the Circuit Court

SCHOOL BOARD OF ST. JOHNS COUNTY,  
FLORIDA

By: [Signature], Its Chairman

Attest:

[Signature]  
Its Secretary

JAX-75143.10

EXHIBIT A  
Form of Voucher  
JULINGTON CREEK  
DEVELOPMENT OF REGIONAL IMPACT  
EDUCATIONAL IMPACT FEE VOUCHER

The undersigned hereby confirms that it has received from \_\_\_\_\_, funds sufficient for the impact fees for Educational Facilities, as required under St. Johns County Ordinance No. 87-60, for

- \_\_\_\_\_ Residential Units - 1 Unit
- \_\_\_\_\_ Residential Units - 2,3,4 Units
- \_\_\_\_\_ Residential Units - 5 or More Units
- \_\_\_\_\_ Mobile Home Units
- \_\_\_\_\_ Hotel/Motel Units
- \_\_\_\_\_ Other Residential Units

The undersigned hereby gives notice to St. Johns County, Florida that the sum of \$ \_\_\_\_\_ should be deducted from the Impact Fee Credit assigned to Atlantic Gulf Communities Corporation under that certain Impact Fee Credit Agreement (Educational Impact Fees) dated \_\_\_\_\_, 1994, by and between Atlantic Gulf Communities Corporation and St. Johns County, Florida.

ATLANTIC GULF COMMUNITIES  
CORPORATION

By: \_\_\_\_\_  
\_\_\_\_\_  
Its President