

RESOLUTION NO. 98- 53

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AMENDING IMPACT FEE CREDIT AGREEMENTS AND DEVELOPMENT ORDERS RELATING TO PROPERTY WITHIN THE SAINT JOHNS DEVELOPMENT OF REGIONAL IMPACT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO REFUND CERTAIN ROAD IMPACT FEES TO SJH PARTNERSHIP, LTD.

WHEREAS, SJH Partnership, Ltd. ("SJH") and Dunavant Enterprises, Inc. ("Dunavant") are the developers ("Developers") of certain lands contained within a Development of Regional Impact ("DRI") referred to as Saint Johns ("Saint Johns") more fully described in those certain St. Johns County Resolutions No. 91-130, 91-183, 94-211, 95-06, 96-102, and 96-233 ("Development Order"); and

WHEREAS, the Development Order provided for the granting of impact fee credits for certain contributions of property and for public improvements made and granted to the County by the Developers; and

WHEREAS, St. Johns County Ordinance No. 87-57, the St. Johns County Road Impact Fee Ordinance, makes provision for impact fee credits to be granted by the Board of County Commissioners; and

WHEREAS, Ordinance 87-58, the St. Johns County Park Impact Fee Ordinance, makes provision for impact fee credits to be granted by the Board of County Commissioners; and

WHEREAS, SJH and Dunavant entered into an Impact Fee Credit Agreement for Road Impact Fees with St. Johns County dated November 18, 1997 (the "Road Impact Fee Agreement"); and

WHEREAS, SJH and Dunavant entered into an Impact Fee Credit Agreement for Park Impact Fees with St. Johns County dated November 18, 1997 (the "Park Impact Fee Credit Agreement"); and

WHEREAS, the Road Impact Fee Credit Agreement established a road impact fee credit account of \$1,078,880; and

WHEREAS, the Park Impact Fee Credit Agreement established a park impact fee credit account of \$576,000; and

WHEREAS, the Road Impact Fee Ordinance, in Section 11F, states that "funds may be used to make refunds required under any development order heretobefore or hereafter issued or entered into by St. Johns County or participating municipalities as such refunds pertain to the subject matter of this Ordinance"; and

WHEREAS, SJH has requested certain modifications to the Road Impact Fee Agreement and Park Impact Fee Agreement; and

WHEREAS, SJH has also requested that certain development orders, namely, Building Permits Nos. 171249, 171042, and 170905 (the "Building Permits") be amended to require refund of road impact fees paid in connection with the Building Permits.

NOW, THEREFORE, the Board of County Commissioners of St. Johns County, Florida has considered the report of the St. Johns County staff, the documents and comments upon the record made before the Board of County Commissioners of St. Johns County, Florida and hereby makes the following findings of fact:

FINDINGS OF FACT:

1. The buildings constructed pursuant to the Building Permits are all within the Saint Johns project and would have been entitled to impact fee credits under the Road Impact Fee Credit Agreement if the Road Impact Fee Credit Agreement had been executed at the time impact fees were paid under the Building Permits.
2. SJH and Dunavant initiated the application process for impact fee credits and provided St. Johns County with a cost estimate of the road improvements to International Golf Parkway on or before November 8, 1996.
3. The improvements to International Golf Parkway constructed by SJH which are the subject matter of the Road Impact Fee Credit Agreement were required by Specific Condition FF of the Saint Johns DRI Development Order.
4. Building Permit No. 171042 was issued March 28, 1997.
5. Building Permit No. 171249 was issued April 15, 1997.
6. Building Permit No. 170905 was issued March 19, 1997.
7. At the time of issuance of the Building Permits the St. Johns County Planning Department was aware that the Developers would be seeking impact fee credits for the improvements to International Golf Parkway and would desire to use those credits by assigning vouchers to the applicants under the referenced Building Permits.

8. On or about June 3, 1997, the roadway improvements to International Golf Parkway which led to the establishment of the road impact fee credit amount in the Road Impact Fee Credit Agreement were completed. The traffic signal at International Golf Parkway and WGV Boulevard had not yet been completed. The Developers' original request for impact fee credits included credits for the construction cost of the traffic signal. As a result, the impact fee credit request was modified to delete the traffic signals and the applicants experienced significant delays in obtaining approval of the Road Impact Fee Credit Agreement and Park Impact Fee Credit Agreement, which were scheduled for approval at the same time.

9. The impact fees associated with the Building Permits were paid in the following amounts on the following dates:

<u>Building Permit No.</u>	<u>Impact Fee Receipt No.</u>	<u>Road Impact Fees Paid</u>	<u>Date Paid</u>
171249	97-025355	\$ 93,505.76	11-14-1997
171042	97-025353	\$204,498.46	11-14-1997
170905	97-015295	\$ 46,592.00	08-05-1997

10. At the time the road impact fees were paid for the Building Permits, SJH was entitled to a credit for road improvements made to International Golf Parkway in an amount of approximately \$1,078,880, but was unable to use the credits to which it was entitled to issue vouchers for payment of the impact fees required for the Building Permits because the Road Impact Fee Credit Agreement had not yet been executed by the Developers and St. Johns County.

11. SJH has submitted impact fee vouchers in the respective amounts of \$93,505.76, \$204,498.46 and \$46,592 in payment of the impact fees for the Building Permits and has requested that St. Johns County refund the impact fees previously paid for these Building Permits to SJH.

12. SJH has also proposed modification of the Building Permits by attaching a note to the clearance sheets for such Building Permits and a copy of the impact fee vouchers to the Building Permits to indicate that impact fees would be paid for the projects out of the impact fee credit amount available to SJH Partnership under the Road Impact Fee Credit Agreement. All such amounts shall be deducted from the remaining outstanding credits available to SJH under the Road Impact Fee Credit Agreement.

13. The owners of the Building Permits have consented to the modification of their building permits in the manner set forth in paragraph No. 1 below and have assigned their rights, if any, in the attached Impact Fee Credit Voucher to St. Johns County

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

1. The Development Orders represented by Building Permit Nos. 171042, 170905 and 171249 are hereby amended to provide the following note on the clearance sheet and to attach the respective impact fee credit vouchers: "All impact fees due under this Building Permit shall be paid by voucher issued by SJH and any amounts previously paid to the County for impact fees under these Building Permits shall be refunded to SJH in exchange for the vouchers thereby reducing the impact fee credit balance available to SJH under the Road Impact Fee Credit Agreement."

2. The amendment to Road Impact Fee Credit Agreement attached as Exhibit A to this Resolution is hereby approved and the St. Johns County Administrator is authorized to immediately execute such amendment on behalf of St. Johns County.

3. The amendment to Park Impact Fee Credit Agreement attached as Exhibit B to this Resolution is hereby approved and the St. Johns County Administrator is authorized to immediately execute such amendment on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 24 day of February, 1998

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

BY: Moses A. Stoyd
Its Chairman

ATTEST: CHERYL STRICKLAND, CLERK

BY: Cheryl Strickland
Deputy Clerk

FIRST AMENDMENT TO IMPACT FEE CREDIT AGREEMENT
(Road Impact Fees)

THIS FIRST AMENDMENT to Impact Fee Credit Agreement Road Impact Fees (this "First Amendment") is made this _____ day of February, 1998 by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), **SJH PARTNERSHIP, LTD.** and **DUNAVANT ENTERPRISES, INC.**

Recitals

A. SJH Partnership, Ltd. ("SJH") and Dunavant Enterprises, Inc. ("Dunavant") (collectively, the "Developers") are the developers of certain lands contained within a development of regional impact ("DRI"), commonly referred to as Saint Johns ("Saint Johns") and more fully described in those certain St. Johns County Resolution Nos. 91-130; 91-183; 94-211; 95-06; 96-102; and 96-233 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-57 ("Road Impact Fee Ordinance") the Developers and St. Johns County entered into an impact fee credit agreement for road impact fees dated November 18, 1997 (the "Road Impact Fee Credit Agreement") which created an impact fee credit amount of \$1,078,880 available to SJH Partnership, Ltd.

C. The Developers may be required under the DRI Development Order to make additional contributions of land or to construct additional public improvements that would entitle them to impact fee credits under the Road Impact Fee Ordinance.

D. The Developers and the County desire to avoid the necessity of drafting and agreeing upon additional impact fee credit agreements as additional DRI required public improvements are made by the Developers.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree that the following numbered paragraphs 6 and 7 shall be added to the Road Impact Fee Credit Agreement as if set forth in the original document:

"6. In the event that the Developers under the Saint Johns DRI make additional contributions of real property or construct additional public transportation facilities in accordance with requirements contained in the Saint Johns DRI Development Order that would entitle them to additional impact fee credits under Ordinance 87-57, as amended from time to time, then in such event, upon acceptance of such real property or public transportation improvements by St. Johns County and establishment of the fair market value of such real property and improvements at the time of such acceptance, the total amount of the road impact fee credit available to the Developers under the Road Impact Fee Credit Agreement shall be increased in the amount of such fair market value and an addendum executed by the County Administrator and the

Developers shall be attached to the Road Impact Fee Credit Agreement to document the amount of such additional impact fee credit amount.

7. The impact fees previously paid by the applicants for Building Permit Nos. 171042, 171249 and 170905 in the respective amounts of \$204,498.46, \$93,505.76, and \$46,592 shall be refunded to SJH by St. Johns County upon delivery of impact fee credit vouchers by SJH to the County in such amounts."

Except as expressly modified by this First Amendment, the Park Impact Fee Credit Agreement shall remain in full force and effect as written.

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

SJH PARTNERSHIP, LTD., a Florida limited partnership

By: **SJ MEMPHIS, LTD.**, a Florida limited partnership, its general partner

By: **ST. JOHNS HARBOUR, INC.**, a Florida corporation, its general partner

By: _____
James E. Davidson, Jr.
Vice President

DUNAVANT ENTERPRISES, INC., a Tennessee corporation

By: _____
Louis Baioni
Executive Vice President

ST. JOHNS COUNTY, FLORIDA

By: _____
Ben Adams
County Administrator

FIRST AMENDMENT TO IMPACT FEE CREDIT AGREEMENT

(Park Impact Fees)

THIS FIRST AMENDMENT to Impact Fee Credit Agreement Park Impact Fees (this "First Amendment") is made this _____ day of February, 1998 by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), **SJH PARTNERSHIP, LTD.** and **DUNAVANT ENTERPRISES, INC.**

Recitals

A. SJH Partnership, Ltd. ("SJH") and Dunavant Enterprises, Inc. ("Dunavant") (collectively, the "Developers") are the developers of certain lands contained within a development of regional impact ("DRI"), commonly referred to as Saint Johns ("Saint Johns") and more fully described in those certain St. Johns County Resolution Nos. 91-130; 91-183; 94-211; 95-06; 96-102; and 96-233 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-58 ("Park Impact Fee Ordinance") the Developers and St. Johns County entered into an impact fee credit agreement for park impact fees dated November 18, 1997 (the "Park Impact Fee Credit Agreement") which created an impact fee credit amount of \$576,000 available to SJH Partnership, Ltd..

C. The Developers may be required under the DRI Development Order to make additional contributions of land or to construct additional public improvements that would entitle them to impact fee credits under the Park Impact Fee Ordinance.

D. The Developers and the County desire to avoid the necessity of drafting and agreeing upon additional impact fee credit agreements as additional DRI required public improvements are made by the Developers.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree that the following numbered paragraph 6 shall be added to the Park Impact Fee Credit Agreement as if set forth in the original document:

"6. In the event that the Developers under the Saint Johns DRI make additional contributions of real property or construct additional public recreational facilities in accordance with requirements contained in the Saint Johns DRI Development Order that would entitle them to additional impact fee credits under Ordinance 87-58, as amended from time to time, then in such event, upon acceptance of such real property or public recreational improvements by St. Johns County and establishment of the fair market value of such real property and improvements at the time of such acceptance, the total amount of the park impact fee credit available to the Developers under the Park Impact Fee Credit Agreement shall be increased in the amount of

such fair market value and an addendum executed by the County Administrator and the Developers shall be attached to the Park Impact Fee Credit Agreement to document the amount of such additional impact fee credit amount."

Except as expressly modified by this First Amendment, the Park Impact Fee Credit Agreement shall remain in full force and effect as written.

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

SJH PARTNERSHIP, LTD., a Florida limited partnership

By: **SJ MEMPHIS, LTD.**, a Florida limited partnership, its general partner

By: **ST. JOHNS HARBOUR, INC.**, a Florida corporation, its general partner

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Vice President

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By: _____
Louis Baioni
Executive Vice President

ST. JOHNS COUNTY, FLORIDA

By: _____
Ben Adams
County Administrator