

**RESOLUTION NO. 99- 10**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN ADDENDUM TO THE ROAD IMPACT FEE CREDIT AGREEMENT WITH SJH PARTNERSHIP, LTD. AND DUNAVANT ENTERPRISES, INC.**

**WHEREAS**, SJH Partnership, Lt. and Dunavant Enterprises, Inc. are the developers of certain lands contained within a Development of Regional Impact ("DRI") commonly referred to as Saint Johns ("Saint Johns") more fully described in those certain St. Johns County Resolutions No. 91-13-, 91-183, 94-211, 95-06, 96-102, 96-233 and, 97-188 ("Development Order");

**WHEREAS**, pursuant to St. Johns County Ordinance No. 87-57, St. Johns County Road 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; and

**WHEREAS**, in accordance with the Road Impact Fee Ordinance, the County Administrator is permitted to approve impact fee credits; and

**WHEREAS**, in accordance with the Development Order and the appropriate impact fee ordinance, SJH Partnership, Ltd. is entitled to certain impact fee credits; and

**WHEREAS**, Resolution 97-188 provides for an addendum to be made to said agreement.

**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 Addendum to the Saint Johns Road Impact Fee Credit Agreement for those lands and/or improvements identified within the Development Order. Said Addendum shall be substantially in the form of that attached hereto.

**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 19 day of January, 1999.

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

BY: Marc Jozalone  
Its Chairman

**ATTEST: CHERYL STRICKLAND, CLERK**

BY: Cheryl Strickland  
Deputy Clerk

## ADDENDUM TO ROAD IMPACT FEE CREDIT AGREEMENT

**THIS ADDENDUM** to the Saint Johns Road Impact Fee Credit Agreement (this "Addendum") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1998 by and between the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), **SJH PARTNERSHIP, LTD. ("SJH")** and **SJ LAND ASSOCIATES, LLC** the successor in interest to Dunavant Enterprises, Inc. as the owner and developer of the Six Mile Creek Parcel of Saint Johns ("SJ"), (collectively SJH and SJ are referred to below as "Developer").

In consideration of the mutual covenants and undertakings of the parties described in the Road Impact Fee Credit Agreement recorded at Official Records Book 1278, page 1596, of the Official Public Records of St. Johns County, Florida (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Supplemental Agreement. This Addendum supplements the Agreement and is entered into pursuant to Section 6 of the Agreement. All terms used in this Addendum shall have the same meaning to be consistent with the terms of the Agreement and shall be so interpreted.

2. Road Impact Fees. The St. Johns County Road Impact Fee Ordinance 87-57 ("Ordinance"), as amended, requires any person who seeks to develop land within the unincorporated portions of St. Johns County to pay a road impact fee in accordance with the fee schedule established in the Ordinance. The Agreement grants credits to the Developer which may be used by the Developer or the Developer's assignees to pay road impact fees for development within the Saint Johns DRI, when qualified road infrastructure improvements are conveyed or dedicated to the County. Section 6 of the Agreement requires the County and Developer to enter into an addendum each time such qualified road infrastructure improvements are conveyed or dedicated to the County. The Addendum is to set forth the amount of credits available for road impact fees attributable to certain roadway improvements to International Golf Parkway and for funds contributed to the County. This Addendum establishes the amount of road impact fee credits.

3. Developer Contribution. The Developer has, this day, contributed to the County and the County has accepted from the Developer \$243,400.00 as the first installment of the contribution due under Subparagraph (t) of Specific Condition FF of the Amended and Restated Saint Johns DRI Development Order (the "Saint Johns DRI/DO"). Under the Saint Johns DRI/DO, the County may use up to \$100,000.00 of the contribution for certain planning activities that would not be eligible for funding through road impact fees. Accordingly, no road impact fee credits may be allowed for the first \$100,000.00 of the developer contribution. The balance of the

contribution, \$143,400.00, is to be placed in an account by the County and to be used by the County for right-of-way acquisition, design or construction of certain transportation improvements as described in Subparagraph (t) of Specific Condition FF of the Saint Johns DRI/DO. Accordingly, the road impact fee credit account in the name of the developer is hereby increased by the amount of \$143,400.00.

4. New Account Balance. As of January \_\_\_\_\_, 1999 the Developer's Road Impact Fee Credit Account under the Agreement contained a balance of \$\_\_\_\_\_. The additions to the Developer's Impact Fee Credit Account balance approved under Paragraph 2 and 3 above bring the Developer's new account balance as of this \_\_\_\_\_ Day of January, 1999 to \$\_\_\_\_\_.

5. Use of Road Impact Fee Credits. The road impact fee credit account described in Section 4. above, may be used by the Developer or the Developer's assignees for payment for road impact fees (from the fee credit account) for development within the Saint Johns DRI.

6. In accordance with Section 13b of the Road Impact Fee Ordinance, this Agreement is hereby amended to permit the St. Johns County Administrator to approve impact fee credits for cash payments to the county under this Agreement without further approval of the Board of County Commissioners; providing that such credits are granted in accordance with applicable Federal and State law and County Ordinances. However, the applicant may appeal a denial of impact fee credits under the authority to the Board of County Commissioners by filing a written request for such appeal with the County Administrator within thirty (30) days of the County Administrator's denial.

**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

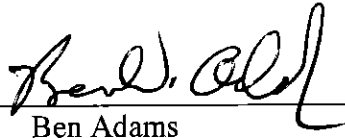
By: \_\_\_\_\_  
James E. Davidson, Jr.  
Vice President  
Development Administration

**SJ LAND ASSOCIATES, LLC**, a  
Delaware limited liability company

By: **SJ LAND COMPANY**, its  
managing member

By: \_\_\_\_\_  
Andrew H. McQuarrie  
Its Vice President

**ST. JOHNS COUNTY, FLORIDA**

By:   
Ben Adams  
County Administrator

## IMPACT FEE CREDIT AGREEMENT

### Road Impact Fees

THIS AGREEMENT is made this 18 day of November, 1997, 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. and Dunavant Enterprises, Inc. 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 that certain St. Johns County Resolution No. 86-85, and as amended by Resolution Nos. 91-130 and 91-183 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-57 ("Road 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 road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads within St. Johns County.

C. Pursuant to the Development Order, SJH Partnership, Ltd. and Dunavant Enterprises, Inc. have made improvements to International Golf Parkway as described on Exhibit "C-1" and "C-2", which are improvements recognized by the Development Order as acquisition or construction meeting the requirements for credit, as shown in Exhibit B of this Agreement.

D. Pursuant to the terms of the Road Impact Fee Ordinance and in accordance with the Development Order, the County and SJH Partnership, Ltd. and Dunavant Enterprises, Inc., desire to set forth their agreements and a procedure for the application and treatment of such Road Impact Fee Credits.

16716770.2

Rec-37.00  
Sur 5.00  
- Bill Co -  
Inlet - I. Pacetti  
BCC Secty

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 as follows:

1. The total Road Impact Fee Credit will be calculated as the sum shown on Exhibit "C" in the amount of \$1,078,880.
2. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction within Saint Johns shall pay an amount due under the Road Impact Fee Ordinance directly to SJH Partnership, Ltd. SJH Partnership, Ltd. shall then issue to such Feepayer a voucher evidencing full payment of Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The voucher issued by SJH Partnership, Ltd. shall contain a statement setting forth the amount of Road Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.
3. In the event that SJH Partnership, Ltd. may determine to sell all or part of Saint Johns, SJH Partnership, Ltd. may sell, transfer, assign, or convey all or part of the Road Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Saint Johns for such consideration as SJH Partnership, Ltd., in its sole discretion, determines. In such event, SJH Partnership, Ltd. shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Road Impact Fee Credit, a written confirmation of the amount of the Road Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Road Impact Fee Credit vested in SJH Partnership, Ltd.
4. On or before January 31 of each year, so long as there remains any Road Impact Fee Credit, SJH Partnership, Ltd. shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Road Impact Fee payments made by the Feepayers and the remaining balance of Road Impact Fee Credits.
5. At such time as the Road Impact Fee Credit provided for hereunder has been exhausted, SJH Partnership, Ltd. or the Feepayers seeking building permits or certificates of occupancy within Saint Johns shall pay to the County the Road Impact Fees in such amounts as are then due and payable under the Road Impact Fee Ordinance in effect at that time.
6. 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 provisions hereof.
- f. The Agreement, any Exhibits and/or addendum 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.

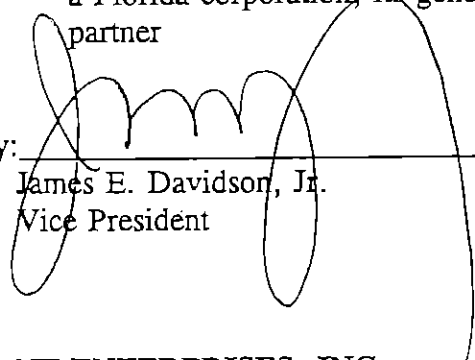


IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.

**SJH PARTNERSHIP, LTD.,**  
a Florida limited partnership

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

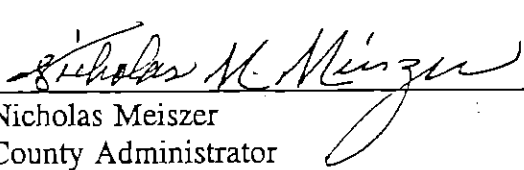
By: **ST. JOHNS HARBOUR, INC.,**  
a Florida corporation, its general partner

By:   
James E. Davidson, Jr.  
Vice President

**DUNAVANT ENTERPRISES, INC.,**  
a Tennessee corporation

By: \_\_\_\_\_  
Louis Baioni  
Executive Vice President

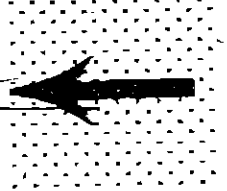
**ST. JOHNS COUNTY, FLORIDA**

By:   
Nicholas Meiszer  
County Administrator

DUNAVANT ENTERPRISES, INC.,  
a Tennessee corporation

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

Louis Baioni  
Executive Vice President



H  
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R  
E



BESSENT, HAMMACK & RUCKMAN, INC.

1900 CORPORATE SQUARE BOULEVARD • JACKSONVILLE, FLORIDA 32216 • (904) 721-2991 • FAX: (904) 725-0171

Exhibit B  
ATTACHMENT B TO RESOLUTION 97-

April 25, 1997

PLANNING & ZONING  
DEPARTMENT

APR 23 1997

Ms. Rosemary Yeoman  
Planning Department  
St. Johns County  
P. O. Drawer 349  
St. Augustine, Florida 32095-0349

ST. JOHNS COUNTY  
FLORIDA

Subject: Impact Fee Credit for Phase 1 of  
International Golf Parkway Improvements  
BHR Project 95055.04

O.R. 1278 PG 1601

Dear Ms. Yeoman:

The roadway improvements for International Golf Parkway Phase 1 are not within right-of-way to be dedicated to the Florida Department of Transportation (FDOT) and are therefore eligible for credits pursuant to Resolution 86-65 and 91-130, 91-183, The Saint Johns Development Order, as amended.

Please let me know if you require any additional information.

Very truly yours,

BESSENT, HAMMACK & RUCKMAN, INC.

Gene L. Howerton, P.E.  
Vice President

GLH/atg

Attachment

cc: J. Davidson  
J. Metcalf

S:STJOHNSROADWAYSIGP2\_LTR.WPD

EXHIBIT C-1



Bessent, Hammack & Ruckman, Inc.  
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

SAINT JOHNS

O.R. 1278 PG 1602

INTERNATIONAL GOLF PARKWAY

IMPACT CREDIT SUMMARY

Lump Sum Bid - Prince Contracting Co., Inc.	S	880,817
Add:		
Alternate 1 for extension of sidewalk east of WGV Blvd. (See Bid Proposal)		30,500
Less:		
Work items related to Royal Pines Parkway		<u>117,257</u>
SUBTOTAL *	S	794,060
Add:		
Engineering & Permitting		177,500
Phase II - Drainage - International Golf Pkwy.		88,750
Conflict Structure S-17		11,709
Drainage Pipe Extensions - East of WGV Blvd.		5,349
Drainage Pipe Extensions - West of WGV Blvd.		<u>1,512</u>
TOTAL *	S	<u>1,078,880</u>

\* Note: This amount represents work completed as of 9/15/97 and excludes grassing, landscaping and traffic light. The additional work will be completed by November 1, 1997 and be subject to additional impact fee credits.

Engineer's Certification:

Gene L. Howerton, P.E.



BESSENT, HAMMACK & RUCKMAN, INC.

900 CORPORATE SQUARE BOULEVARD • JACKSONVILLE, FLORIDA 32216 • (904) 721-2991 • FAX: (904) 725-0171

November 8, 1996

O.R. 1278 PG 1503

Mr Jim Davidson  
Davidson Development, Inc.  
2395 International Golf Parkway  
St. Augustine, Florida 32095-8427

Re: International Golf Parkway Fees - St. Johns County  
BHR Project No. 95055

Dear Jim:

I have listed below the fees for surveying, engineering design, construction inspection and permitting for International Golf Parkway:

Engineering Fee Summary

Surveying	\$	6,000.00
Roadway Design		101,500.00
Bid Preparation		2,970.00
Construction Inspection		59,500.00
Shop Drawings		1,080.00
Certifications		2,520.00
Permit Preparation		2,520.00

Permitting Fees

Vesting/Variance	\$	100.00
Construction Plan Review		610.00
SJRWMD		700.00

Total Fees

\$ 177,500.00

If you have any questions or need additional information, please contact our office.

Sincerely,

BESSENT, HAMMACK & RUCKMAN, INC.

Gene Howerton

RECEIVED  
NOV 13 1996  
Ans'd.....

## International Golf Parkway (Phase 2)

For

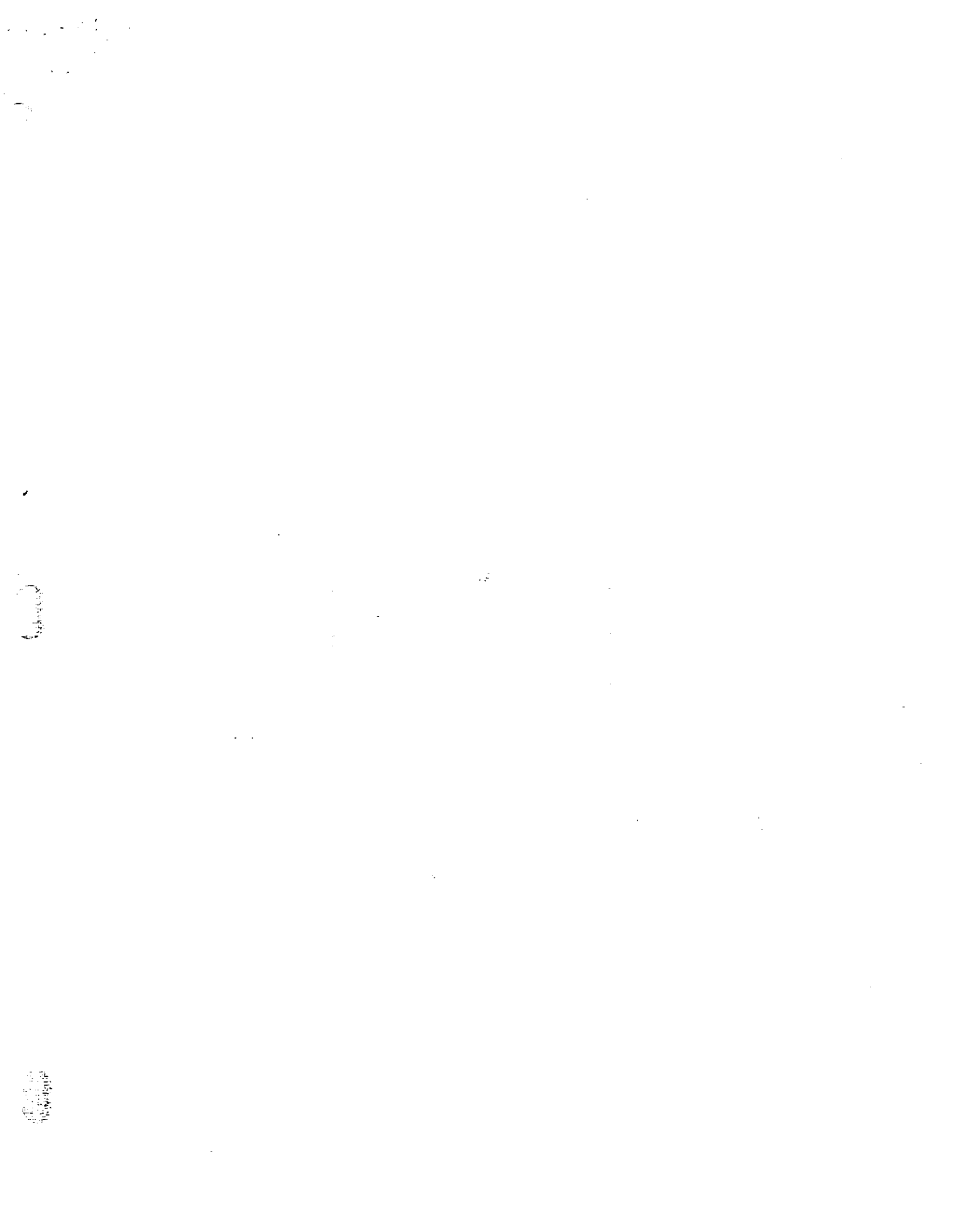
O.R. 1278 PG 1604

## Saint Johns Partnership

Preliminary Drainage Structure Estimate

Change Order to Phase 1 Construction

Item Description	Estimated Quantity	Unit	Unit Cost	Total Cost
15" RCP (6'-8')	8	LF	\$35.00	\$280.00
18" RCP (6'-8')	518	LF	\$35.00	\$18,130.00
24" RCP (6'-8')	40	LF	\$40.00	\$1,600.00
24" RCP (8'-10')	189	LF	\$47.00	\$8,883.00
42" RCP (8'-10')	256	LF	\$80.00	\$20,480.00
42" RCP (10'-12')	287	LF	\$86.50	\$24,825.50
29"x 45" RCP (8'-10')	8	LF	\$91.50	\$732.00
Type P Inlet	2	EA	\$2,400.00	\$4,800.00
Type P Inlet	1	EA	\$2,300.00	\$2,300.00
Type J Manhole	2	EA	\$2,900.00	\$5,800.00
Type J Curb Inlet	1	EA	\$3,000.00	\$3,000.00
Type P-7 Manhole	1	EA	\$2,100.00	\$2,100.00
Total Lump Sum Cost				\$92,930.50



**that the roadway will be operating at the adopted LOS over the next five years.**

r. **Signalization at Pacetti Road and Six Mile Creek entrance. When warranted.**

s. **Signalization at C.R. 13 and Six Mile Creek entrance. When warranted.**

t. **The Developer shall contribute \$800,000.00 (adjusted for inflation) to St. Johns County to assist in mitigating impacts to I-95 through satisfaction of the conditions to the Order Granting Petition For Variance issued by FDOT under DOT case number 98-0044 (the "FDOT Rule Variance"). The inflation adjusted \$800,000.00 developer contribution shall be paid in four (4) equal installments of \$200,000.00 (adjusted) each on September 1, 1998, December 31, 1998, December 31, 1999 and December 31, 2000. St. Johns County may use up to \$100,000.00 of the first installment of the developer contribution for the transportation and related land use aspects of sector planning within the northwest planning district. The balance of the developer contribution shall be used for right-of-way acquisition, engineering studies and construction of the north/south arterial road as described in the FDOT Rule Variance. St. Johns County shall report annually to the FDOT on the use of the funds beginning on December 31, 1999 and continuing until all of the funds are spent or paid to FDOT. Any part of the developer contribution that is not spent or committed to a construction project by December 31, 2005 shall be paid to FDOT for use in the northwest portion of St. Johns County. The \$800,000.00 contribution shall be adjusted for cumulative inflation from 1991-1992 Present Day Cost to the date of the contribution using the composite Price Trend Index for Florida Highway Construction Composite Fiscal Year published by the FDOT State Estimates Engineer prior to the payment of the initial installment by the developer. The Developer's contributions and the interest accrued from the contributions shall be held by the County and shall be segregated, shall earn interest, and the contributions and all interest earned on the contributions shall be used in accordance with the provisions stated above.**

u) **After December 31, 2015 or after the external trip threshold set forth below has been met or exceeded, the developer shall be required to comply with St. Johns County Concurrency Management Ordinance requirements relating to the level of service for I-95 as established in the St. Johns County Comprehensive Plan. The requirement to undergo concurrency review relating to I-95 shall apply to any portion of the project for which a final development plan or other final development**