

RESOLUTION 2010-134

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN ADDENDUM TO AN IMPACT FEE CREDIT AGREEMENT WITH IT LAND ASSOCIATES, LLC, AND SJ LAND ASSOCIATES, LLC, ("DEVELOPERS")

WHEREAS, Developers are the developer of certain lands contained within the St. Johns DRI project as described and approved in St. Johns County Resolution Nos. (97-188 and 99-10) (the "Development Order"); and,

WHEREAS, Section 13 of St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Impact Fee Ordinance ("Road Impact Fee Ordinance") allows for impact fee credits to be granted by the Board of County Commissioners for specified roadway improvements; and,

WHEREAS, Developers entered into a Road Impact Fee Credit Agreement, dated November 18, 1997, and recorded at Official Records Book 1278, page 1596, of the Official Public Records of St. Johns County, Florida, (the "Original Impact Fee Agreement") as amended; and,

WHEREAS, it is now determined that the intent of the Development Order is reasonably met by crediting Developers for certain improvements made to the I-95 Interchange, identified in the Development Order.

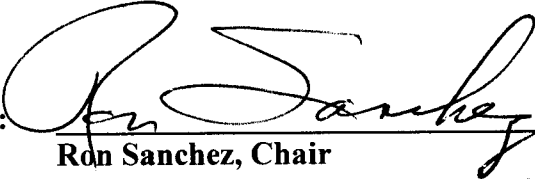
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

Section 1. The County Administrator is hereby authorized to approve and execute an Addendum to the Impact Fee Credit Agreement with the Developers substantially in the form of that which is attached hereto and incorporated herein by reference for those improvements identified within the Development Order, which are eligible for impact fee credits.

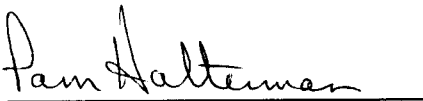
Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the agreement in the official records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of June, 2010.

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

By: 
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 6/16/10

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 _____, 2010, by and between the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ("County"), and IT LAND ASSOCIATES, LLC, the successor in interest to SJH PARTNERSHIP, LTD, as the owner and developer of the Interchange Parcel of Saint Johns ("IT") 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 IT and SJ are referred to below as "Developer").

In consideration of the mutual covenants and undertakings of the parties described in Resolution No. 97-188, dated November 18, 1997 and Resolution 99-10, dated January 19, 1999 and the Road Impact Fee Credit Agreement, dated November 18, 1997, and recorded at Official Records Book 1278, page 1596, of the Official Public Records of St. Johns County, Florida, (the "Original Impact Fee Agreement") as amended by the Addendum to Road Impact Fee Credit Agreement dated March 3, 1999, and the Addendum to Road Impact Fee Agreement dated March 4, 1999, and the Addendum to Road Impact Fee Agreement dated January 3, 2000, and the Addendum to Road Impact Fee Agreement dated January 15, 2001, and the Addendum to Road Impact Fee Agreement dated December 4, 2003, and the Addendum to Road Impact Fee Agreement dated May 22, 2006, and the Addendum to Road Impact Fee Agreement dated November 5, 2009 (Collectively, 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. All terms used in this Addendum shall have the same meaning as is given to them in the Agreement. This Addendum is intended 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 entitles the Developer to credits which may be used by the Developer or the Developer's assignees to pay road impact fees for development within the Saint Johns DRI for contributions of money or when road infrastructure improvements are conveyed or dedicated to the County. Section 6(f) of the Original Agreement provides that the Agreement may only be amended or modified by written agreement duly executed by the parties. Thus, the Agreement requires the County and the Developer to enter into an addendum each time there is a contribution of money or when road infrastructure improvements are conveyed or dedicated to the County. The Addendum sets forth the amount of additional credits available for road impact fees attributable to certain funds expended by the Developer on improvements to the road infrastructure. This Addendum establishes the amount of the road impact fee credits attributable to funds contributed in connection with the I-95 and International Golf Parkway interchange.

3. Developer Contribution. The Developer acquired the right-of-way and constructed the I-95 and International Golf Parkway interchange and related improvements (also known as Exit 323 f/k/a Exit 95A) in St. Johns County, Florida (the "Interchange") and dedicated the improvements to the Florida Department of Transportation in accordance with Developer Commitment 36 of the Amended and Restated Saint Johns DRI Development Order (the "Saint Johns DRI/DO"). The total cost to the Developer for acquisition of the right-of-way and construction of the Interchange was Six Million Six Hundred Sixty-Four Thousand Three Hundred Thirty-Two and 00/100 Dollars (\$6,664,332.00). Accordingly, the Road Impact Fee Credit Account in the name of the Developer is hereby increased by the amount of \$6,664,332.00.

4. Use of Road Impact Fee Credits. The road impact fee credit account referenced in Section 3 above may be used by the Developer or the Developer's assignees for payment of road impact fees (from the fee credit account) for development within the Saint Johns DRI.

IT LAND ASSOCIATES, LLC
a Florida limited liability company

By: SJ Land Associates, LLC,
a Delaware limited liability
company, its Sole Member

By: SJ LAND COMPANY,
a Delaware corporation, its
Managing Member

By: _____
James E. Davidson, Jr.
Executive Vice President
Development Administration

ST. JOHNS COUNTY

By: _____
Michael D. Wanchick
County Administrator

ATTEST: Cheryl Strickland,
Clerk of Court
By: _____
Print: _____

STATE OF FLORIDA }
 }SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by **MICHAEL D. WANCHICK**, the County Administrator of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, on behalf of St. Johns County, Florida.

(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

PAPPAS METCALF JENKS & MILLER

PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

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M. LYNN PAPPAS
STACI H. REWIS
MARCIA PARKER TJOFLAT
KATHRYN F. WHITTINGTON

February 17, 2010

Teresa Bishop, AICP
Director of Long Range Planning
St. Johns County
4040 Lewis Speedway
St. Augustine, Florida 32084

Re: Saint Johns Impact Fee Credits

Dear Teresa:

I am writing on behalf of IT Land Associates, LLC and SJ Land Associates, LLC, the developers of the Saint Johns DRI, to request road impact fee credits for construction of the I-95/International Golf Parkway interchange. The developers of the Saint Johns DRI contributed approximately seventy (70) acres of land for the I-95/International Golf Parkway interchange and constructed the interchange between 1994 and 1996. The FDOT issued final acceptance of the project on February 28, 1996. The developers acquired the additional right-of-way for the interchange in nine separate transactions from 1985 through 1990.

The developers did not apply for impact fee credits for the right-of-way or construction of the interchange earlier because General Condition G of the DRI Development Order states that "Impact fee credits shall not be allowed for expenditures made by the developer in connection with acquisition of right-of-way or construction of improvements for the interchange at Interstate 95 and International Golf Parkway within the right-of-way to be dedicated to FDOT (which includes a part of Nine Mile Road) unless St. Johns County uses impact fees for improvements to Interstate 95."

Our client recently learned that the County has used impact fees for improvements to Interstate 95. The County has entered into several impact fee credit agreements that allowed developers to prepay impact fees by funding, designing, permitting and constructing improvements to I-95. Specifically, contributions were made and impact fee credits were awarded for improvements to I-95 under at least the following impact fee credit agreements:

1. SR 207 Corridor Improvement Group, LLC Impact Fee Credit Agreement for the improvement of the I-95 ramps at SR 207;

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2. St. Augustine Associates, Inc. Impact Fee Credit Agreement for northbound and southbound I-95 exit ramps at SR 16; and
3. St. Joe Residential Acquisitions, Inc. Impact Fee Credit Agreement for improvements to the southbound right turn lane at I-95.

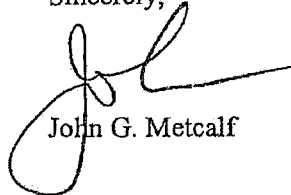
As a result, the condition to obtaining impact fee credits contained in General Condition G has been met.

I have attached a summary of the right-of-way acquisition, design and construction costs for the I-95/International Golf Parkway interchange prepared by our client, including Schedule A showing the purchase price of the various parcels of right-of-way. As you can see, the total cost of the project, not including interchange landscaping design and installation, is \$6,910,382.00. The attached draft Addendum to road Impact Fee Credit Agreement would add this sum to the Road Impact Fee Credit account of IT Land Associates, LLC and SJ Land Associates, LLC under the existing Impact Fee Agreement, as previously amended.

Our client can provide additional documentation and backup for the various costs set forth in the attached Table.

If you have any questions concerning this request, please have Patrick McCormack contact me.

Sincerely,



John G. Metcalf

JGM:jl

Attachments

cc: James E. Davidson, Jr.
Darrell Locklear, w/encl.
Patrick McCormack, w/encl.
Rick Pariani

I-95 INTERCHANGE at WORLD GOLF VILLAGE
 (aka Exit 323 – fka Exit 95A @ International Golf Parkway – Permitted as I-95/Nine Mile Road Interchange)

Right of Way, Design & Construction Costs

<u>Vendor</u>	<u>Services</u>	<u>Amount</u>
Land Assemblage	Various – See Schedule A	\$ 250,813
Davis, McMahon, Rogers & Associates, Inc.	Interchange Justification Report ¹	\$ 355,000
BHR, Inc.	Design, Engineering & Inspection Services	\$ 21,366
BHR, Inc.	Additional on-site engineering services	\$ 116,000
Atlantic Testing & Engineering Services	On-site soils inspection	\$ 5,848,023
Eighteen Construction Company	Construction of Interchange	\$ 73,130
Transportation Safety Contractors	I-95 signage for Interchange	
	TOTAL	<u>\$6,664,332</u>

¹Cost documentation not available