

RESOLUTION NO. 2014-85

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY,
FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO
EXECUTE AN IMPACT FEE CREDIT AGREEMENT WITH**

Coquina Ridge, LLC

WHEREAS, Coquina Ridge, LLC is the Developer of certain lands contained within the Coquina Ridge PUD (the Project) as described and approved in St. Johns County Ordinance 2013-31; and

WHEREAS, Section 13 of St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Facilities Impact Fee Ordinance ("Road Impact Fee Ordinance") allows for impact fee credits to be granted by the Board of County Commissioners for funds contributed to St. Johns County and/or improvements made as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein; and

WHEREAS, in accordance with the County Road Impact Fee Ordinance, Coquina Ridge, LLC is entitled to certain impact fee credits for certain funds contributed and/or improvements.

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 Impact Fee Credit Agreement with Coquina Ridge, LLC substantially in the form of that which is attached hereto and incorporated herein by reference for those funds contributed as identified within the Road Impact Fee Ordinance and the Impact Fee Credit Agreement 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 1st day of April, 2014.

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

[Signature]
Its Chairman

ATTEST:

CHERYL STRICKLAND, CLERK

By: [Signature]
Deputy Clerk



**IMPACT FEE CREDIT AGREEMENT
("AGREEMENT")**

Road Facilities Impact Fees

THIS AGREEMENT is made this _____ day of _____, 2014 by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and Coquina Ridge, LLC, ("Developer").

RECITALS:

- A. Developer is the developer and projected Impact Feepayer of certain lands contained within the Coquina Ridge PUD (Application No. PUD 2013-06) ("Project"), as described and approved in St. Johns County Ordinance No. 2013-31 ("PUD").
- B. Pursuant to Section 13 of St. Johns County Ordinance No. 87-57 , as amended, ("Road Facilities 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 Facilities impact fee ("Road Facilities 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. Section 13 of the Road Facilities Impact Fee Ordinance allows impact fee credits to be granted for certain dedications and/or improvements ("Road Facilities Impact Fee Credits").
- D. Section 6.04.05.H.1 of the Land Development Code requires the Developer to provide acceleration/deceleration lanes on Woodlawn Road for access to the project (Woodlawn Improvements), such improvements would be located in the curve of Woodlawn Road for access to the Woodlawn Road Extension. These improvements, if made in advance of the County's planned realignment of the Woodlawn Road curve would become unnecessary, and result in additional cost to the County and the Developer. The County agrees to allow the Developer to forego the construction of the required turn lanes on Woodlawn Road and the County will make the necessary access improvements in conjunction with the Woodlawn Road realignment project. The Developer agrees to advance the road impact fees associated with the proposed 104 single family units in the Coquina Ridge PUD in the amount of \$468,936.00 in satisfaction of all required off-site improvements at the

Woodlawn Road/Woodlawn Road Extension intersection required under Section H.2 of the PUD. The pre-payment of the road impact fees by the Developer will advance the implementation of the County's plan to realign Woodlawn Road.

- E. The Developer's contribution of the Funds is recognized as meeting the requirements for Road Facilities Impact Fee Credits.
- F. Pursuant to the terms of the Road Facilities Impact Fee Ordinance, County and Developer desire to set forth their agreement and a procedure for the applicant and treatment of such Road Facilities Impact Fee Credits.

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

1. The above stated Recitals are incorporated herein as Findings of Facts.
2. The Funds will be paid by the Developer to St. Johns County prior to approval of the construction plans for the Project, or within 30 days of written notice to Developer by the County of its intent to commence construction of the Woodlawn Road realignment, whichever occurs first, and are deemed to be in complete satisfaction of the requirement to construct the Woodlawn Improvements.
3. The total Road Facilities Impact Fee Credits for the Funds will be the agreed upon sum of Four Hundred Sixty-Eight Thousand Nine Hundred Thirty-Six and 00/100 (\$468,936.00) Dollars.
4. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the Project shall pay the amount due under the Road Facilities Impact Fee Ordinance directly to Developer. Developer shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to Developer. Then, for so long as the total Road Facilities Impact Fee Credits for which Developer has issued vouchers under this Agreement is less than the total Road Facilities Impact Fee Credits authorized by this Agreement, Developer shall issue to such Feepayer a voucher evidencing full payment of Road Facilities Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy. The voucher issued by Developer shall contain a statement setting forth the amount of Road Facilities Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to

the Feepayer and shall deduct the amount of such voucher from the Road Impact Fee Credit Account. The Voucher Form is attached hereto as **Exhibit "A"**. In the event that the County institutes an alternate mechanism to the current voucher for Impact Fee Credits, such as a voucherless system, Developer and Feepayer may use said alternate system.

5. In the event that Developer determines to sell all or part of the Project, Developer may sell, transfer, assign or convey any of its interest in part of the Road Facilities Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the Project for such consideration as Developer in its sole discretion, determines. In such event, Developer shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Road Facilities Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road Facilities Impact Fee Credits, if any, shall remain vested in Developer. The Parties agree that no impact fee credit may be used or applied to development outside the Project without the specific approval of the County, and that such approval may be denied based on factors including, but not limited to the relationship of the dedication and/or improvements to the particular development to which credits are transferred. Developer acknowledges that only one Impact Fee Credit account may exist at any given time for the Development Property.
6. On or before January 31 of each year, so long as there remains any Road Facilities Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Facilities Impact fee payments made by the Feepayers applying for building permits or certificates of occupancy within the Project and the remaining balance of Road Facilities Impact Fee Credits.
7. At such time as the Road Facilities Impact Fee Credits provided for hereunder have been exhausted, Developer or the Feepayer seeking building permits or certificates of occupancy within the Project shall pay the County the Road Facilities Impact Fees as are then due and payable under the Road Facilities Impact Fee Ordinance in effect at that time. Until such time, any Feepayer within the project shall be instructed by the County to pay its Road Impact Fees directly to Developer.
8. **Miscellaneous Provisions**
 - a. This Agreement shall be construed and governed in accordance

with the laws of the State of Florida. All 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. All parties agree particularly that this Agreement is bound by the terms of the County's Road Facilities Impact Fee Ordinance and other applicable ordinances. Any and all applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable.

- b. The Parties agree that Road Facilities Impact Fee Ordinance Section 13 limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due for the Project. The parties further agree that they will not challenge in any judicial proceeding and will accept the interpretation of the County Attorney's Office that the Road Facilities Impact Fee Credits identified or granted by this Agreement are limited to the amount of Impact Fees which are due or become due within the Development.
- c. In construing the Agreement, the singular shall be held to include the plural, and the plural shall include the singular, the use of any gender shall include every other and all gender and captions and paragraph headings shall be disregarded.
- d. Any or all of the exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.
- e. The Agreement, and 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.
- f. 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 and their respective successors and permitted assigns.
- g. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.
- h. This agreement is recognized as being subject to the laws of Florida and the Ordinances of St. Johns County, Florida and

therefore all applicable provisions thereof are incorporated herein and if any provision hereof is inconsistent with such provisions, such provision shall apply.

- i. The Developer must be a Feepayer as referenced in the applicable impact fee ordinance to receive impact fee credits under this ordinance.
- j. Nothing in this Agreement shall act to allow an entity to receive impact fees credits for contributions provided by a government entity including, but not limited to, a Community Development District.
- k. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Impact Fees, or, if levied, to levy them for any certain amount.
- l. Any notices or reports required by this Agreement shall be sent to the following:

For the County: Michael D. Wanchick
County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

For the Developer: Jesse Killebrew
77 Almeria Street
St. Augustine, Florida 32084
904-669-2848

With a copy to: Kathryn F. Whittington, Esq.
225 Water Street, Suite 1750
Jacksonville, Florida 32202
904-354-1980

[SIGNATURES ON FOLLOWING PAGES]

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

Witness:

DEVELOPER

Coquina Ridge, LLC

By: _____

Name: _____

Name: Jesse Killebrew
Its: Manager

Name: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this ____ day of _____, 2014, by Jesse Killebrew, who is the Manager of Coquina Ridge, LLC, on behalf of the company. He has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC, State of _____

Name: _____

My Commission Expires: _____

My Commission Number is: _____

Witness:

ST. JOHNS COUNTY, FLORIDA

Name: _____

Name: _____

By: _____

Name: Michael D. Wanchick,
County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this ____ day of _____, 2014, by Michael D. Wanchick, who is the County Administrator for St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida. He has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

Exhibit "A"

(Sample Impact Fee Voucher)

Voucher # _____

ST. JOHNS COUNTY IMPACT FEE VOUCHER

(Coquina Ridge PUD)

Name and address of Developer/Grantor: Coquina Ridge, LLC

Name and address of Grantee: _____

Legal description of subject property: _____

Subdivision or Master Development Plan name: Coquina Ridge PUD

The undersigned Developer/Grantor confirms that it has received from _____

on _____, 20____ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below.

Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Road Facilities Impact Fee Credit account of the Developer/Grantor.

Road Impact Fees, Ordinance #87-57 in the amount of \$ _____

Developer/Grantor:

Coquina Ridge, LLC

By: _____

Name: _____

Its: _____