

RESOLUTION NO. 2015-126

**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**

Southaven Land Associates, LLC

WHEREAS, Southaven Land Associates, LLC is the Developer of certain lands contained within the Southaven PUD (the Project) as described and approved in St. Johns County Ordinance 2014-21; 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 the property dedicated to St. Johns County as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein; and

WHEREAS, in accordance with the County Road Impact Fee Ordinance, Southaven Land Associates, LLC is entitled to certain impact fee credits for certain dedications.

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 Southaven Land Associates, LLC substantially in the form of that which is attached hereto and incorporated herein by reference for the dedication 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.


Section 3. To the extent there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 5th day of May, 2015.

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



Its Chairman

ATTEST:
CHERYL STRICKLAND, CLERK
By: 
Deputy Clerk

RENDITION DATE 5/7/15

IMPACT FEE CREDIT AGREEMENT

Road Impact Fees

THIS AGREEMENT is made this _____ day of _____, 2015 (the "Agreement") by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **SOUTHAVEN LAND ASSOCIATES, LLC**, ("Developer").

RECITALS:

- A. Developer is the developer and projected Impact Feepayer of certain lands contained within the Southaven PUD as described and approved in St. Johns County Ordinance No. 2014-21 (the "PUD").
- B. Pursuant to Section 13 of St. Johns County Ordinance No. 87-57, as amended, ("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. Section 13 of the Road Impact Fee Ordinance allows for impact fee credits to be granted for certain dedications and/or improvements ("Road Impact Fee Credits").
- D. The Developer is dedicating right-of-way along International Golf Parkway adjacent to the Southaven PUD that is more particularly described on Exhibit "A" of this Agreement. This dedication is subject to Developer's continued right to access International Golf Parkway for ingress and egress and utilities, including water, reuse water, natural gas, sewer, telephone, cable, etc.
- E. The Developer's dedication of the right-of-way is recognized as meeting the requirements for Road Impact Fee Credits.
- F. Pursuant to the terms of the Road Impact Fee Ordinance, County and Developer desire to set forth their agreement and a procedure for the applicant and treatment of such Road 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 total Road Impact Fee Credits for the Funds will be calculated as the sum shown on **Exhibit "B"** of this Agreement in the amount of One Hundred Thirty-Three Thousand Nine Hundred Twenty and 00/100 (\$133,920.00) Dollars.
3. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the PUD shall pay the amount due under the Road 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 Impact Fee Credits for which Developer has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, Developer shall issue to such Feepayer a voucher evidencing full payment of Road 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 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 "C"**. 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.
4. In the event that Developer determines to sell all or part of the PUD, Developer may sell, transfer, assign or convey any of its interest in part of the Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the PUD 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 Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road 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 PUD 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 PUD.

5. On or before January 31 of each year, so long as there remains any Road Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Impact fee payments made by the Fee payers applying for building permits or certificates of occupancy within the PUD and the remaining balance of Road Impact Fee Credits.
6. At such time as the Road Impact Fee Credits provided for hereunder have been exhausted, Developer or the Fee payer seeking building permits or certificates of occupancy within the PUD shall pay the County the Road Impact Fees as are then due and payable under the Road Impact Fee Ordinance in effect at that time. Until such time, any Fee payer within the PUD shall be instructed by the County to pay its Road Impact Fees directly to Developer.
7. **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 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 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 PUD. 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 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 PUD.
 - 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. 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: Walter O'Shea
Southaven Land Associates, LLC
605 Palencia Club Drive
St. Augustine, Florida 32095
904-810-0500

With a copy to: Kathryn F. Whittington, Esq.
24 Cathedral Place, Suite 600
St. Augustine, FL 32084
904-217-3168

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

[SIGNATURES ON FOLLOWING PAGES]

Witness:

DEVELOPER:

Signed, sealed and delivered in the presence of:

SOUTHAVEN LAND ASSOCIATES LLC, a Delaware limited liability company

By: Hines Interests Limited Partnership, a Delaware limited liability partnership, its managing Member

Print Name: _____

By: Hines Holdings, Inc., a Texas corporation, Its general partner

Print Name: _____

By: _____
Name Printed: Michael T. Harrison
Title: Senior Managing Director

The foregoing instrument was acknowledged before me this __ day of _____, 2015, by Michael T. Harrison, as Senior Managing Director of HINES HOLDINGS, INC., a Texas corporation, as the general partner of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited liability partnership, the managing member of SOUTHAVEN LAND ASSOCIATES LLC, a Delaware limited liability company, on behalf of the company.

(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

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 _____, 2015, by Michael D. Wanchick, as County Administrator of St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida, on behalf of the County. He has produced _____ as identification and (did/did not) take an oath.

(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

Exhibit "A"

[Legal description of the Right-of-Way]



www.rmanga.com
tel 904-842-8550 • fax 904-842-4185
14775 Old St. Augustine Road • Jacksonville, Florida 32258

November 24, 2014
Southaven

Work Order No. 14-211.00
File No. 123F-37.00A

40 Foot Tract

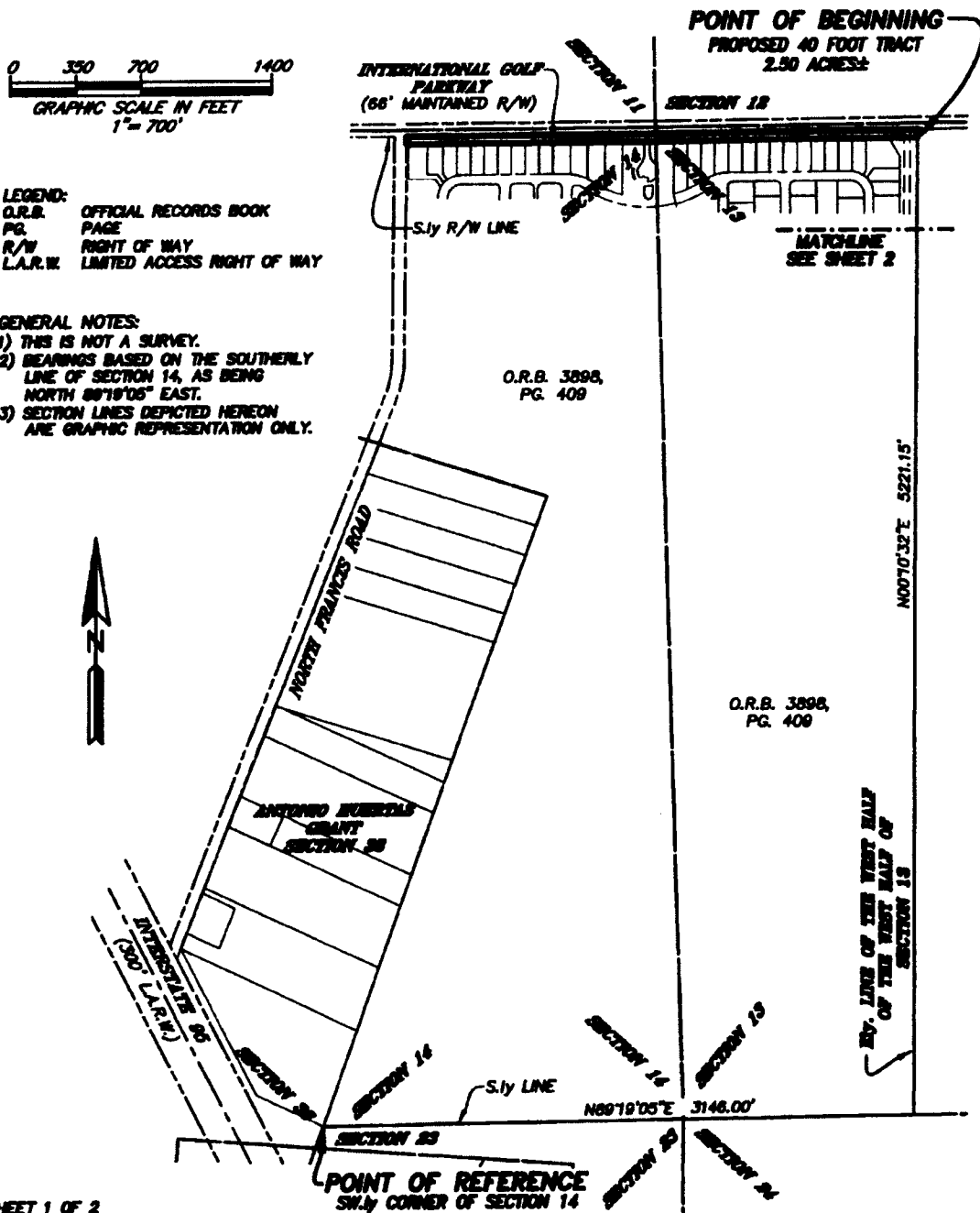
A portion of Sections 13 and 14, Township 6 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 3898, page 409 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of said Section 14; thence North 89°19'05" East, along the Southerly lines of said Section 14 and Section 13, a distance of 3146.00 feet to a point lying on the Easterly line of the West Half of the West Half of said Section 13; thence North 00°10'32" East, departing said Southerly line and along said Easterly line, 5221.15 feet to the Point of Beginning.

From said Point of Beginning, thence South 89°12'28" West, departing said Easterly line 1392.05 feet; thence South 89°35'44" West, 1328.33 feet to a point lying on the Easterly right of way line of North Francis Road, a variable width right of way as presently established; thence North 00°26'48" East, along said Easterly right of way line, 40.00 feet to its intersection with the Southerly right of way line of International Golf Parkway, a 66 foot maintained right of way as presently established; thence North 89°35'44" East, departing said Easterly right of way line and along said Southerly right of way line 1327.60 feet; thence North 89°12'28" East, continuing along said Southerly right of way line 1392.59 feet to a point lying on said Easterly line of the West Half of the West Half of said Section 13; thence South 00°10'32" West, departing said Southerly right of way line and along said Easterly line, 40.01 feet to the Point of Beginning.

Containing 2.50 acres, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 6 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3898, PAGE 409,
OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



SHEET 1 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



ROBERT M. ANGUS ASSOCIATES, INC.
 SURVEYORS • PLANNERS • CIVIL ENGINEERS
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 Certificate of Authorization No.: LB 3824

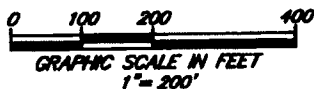
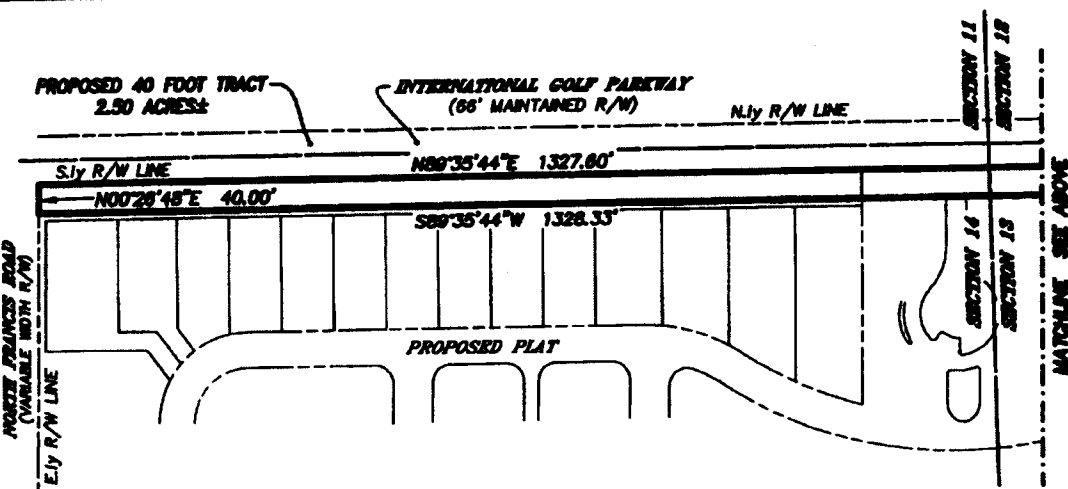
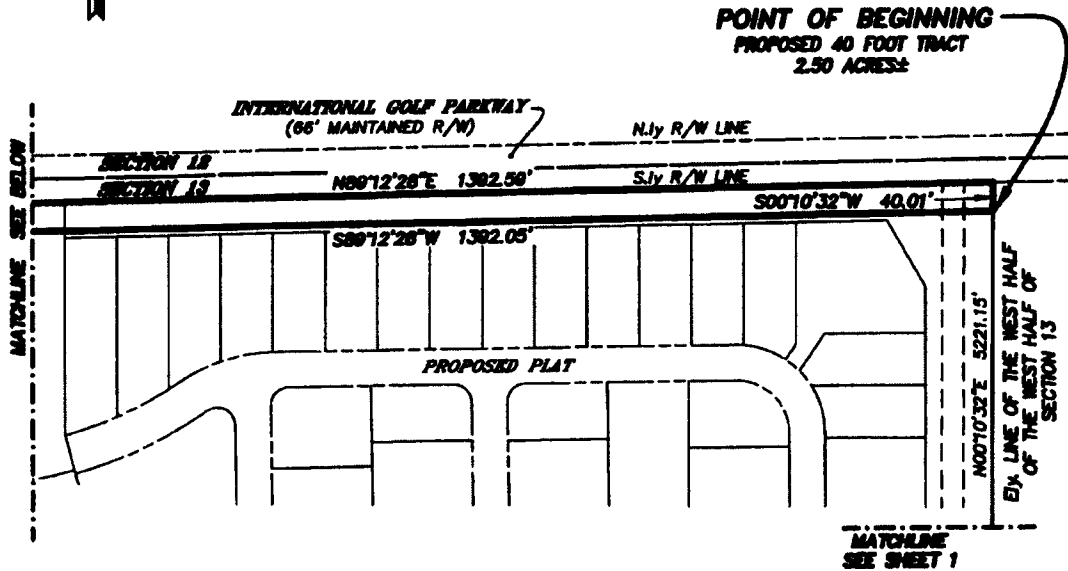
Damon J. Kelly
DAMON J. KELLY
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6284

DATE: **NOVEMBER 24, 2014** SCALE: **1"=700'**

A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 6 SOUTH, RANGE 28 EAST,
 ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS
 DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3898, PAGE 409,
 OF THE PUBLIC RECORDS OF SAID COUNTY.



LEGEND:
 O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
 R/W RIGHT OF WAY



SHEET 2 OF 2
 SEE SHEET 1 FOR NOTES.

PREPARED BY:
 ROBERT M. ANGAS ASSOCIATES, INC.
 14775 OLD ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32228 (904) 645-8800
 CERTIFICATE OF AUTHORIZATION NO. LB 3824

Exhibit "B"

[Impact Fee Credit Calculation]

Excerpt from Buzz Wagand and Associates, Inc. Appraisal dated 2/26/15

The proposed right-of-way parcel measures 2,700' X 40', or approximately 2.48 acres. Adding in the residential and commercial components of the subject parent parcel yields a total value of \$11,140,000 (\$10,100,000 residential plus \$1,040,000 commercial). This equals \$54,000 per acre total. We apply our per acre value of the subject parent parcel in order to determine the value of this proposed ROW. Thus the value of the proposed ROW is \$133,920, rounded to \$130,000. The calculations are shown below:

ROW Parcel Size 2.48 Times Value per Acre \$54,000 = \$133,920

Exhibit "C"

(Sample Impact Fee Voucher)

Voucher # _____

ST. JOHNS COUNTY IMPACT FEE VOUCHER

(Southaven PUD)

Name and address of Developer/Grantor: Southaven Land Associates, LLC

Name and address of Grantee: _____

Legal description of subject property: _____

Subdivision or Master Development Plan name: Southaven 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 Impact Fee Credit account of the Developer/Grantor.

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

Developer/Grantor:

Southaven Land Associates, LLC

By: _____

Name: _____

Its: _____