

RESOLUTION NO. 2016- 151

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

Eagle's Cove LLC

WHEREAS, *Eagle's Cove LLC* is the Developer of certain lands contained within Eagle's Cove (the Project) as described and approved in St. Johns County Ordinance 2015-44; 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, ***Eagle's Cove 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 ***Eagle's Cove 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 7 day of JUNE, 2016.

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



Jeb Smith, Its Chairman

**ATTEST:
HUNTER S. CONRAD, CLERK**

By: 

Deputy Clerk

RENDITION DATE 6/9/16

IMPACT FEE CREDIT AGREEMENT

Road Impact Fees

THIS AGREEMENT is made this _____ day of _____, 2016 (the "Agreement") by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **EAGLE'S COVE, LLC**, ("Developer").

RECITALS:

- A. Developer is the developer and projected Impact Feepayer of certain lands (the "Development Property") contained within Eagle's Cove as described and approved in St. Johns County Ordinance No. 2015-44.
- 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 Palm Valley Road adjacent to Eagle's Cove that is more particularly described on Exhibit "A" of this Agreement. This dedication is subject to Developer's continued right to access Palm Valley Road 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 Twenty Thousand Five Hundred and 00/100 Dollars (\$20,500.00).
3. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the "DEVELOPMENT PROPERTY" 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 project, 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 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 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 "Development Property" 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 project.

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 FeePAYERS applying for building permits or certificates of occupancy within the project 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 FeePayer seeking building permits or certificates of occupancy within the project 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 FeePayer within the project 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 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 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 project.
 - 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

With Copy To:

County Attorney
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

For the Developer:

Mike Carlo
Eagle's Cove LLC
10175 Fortune Parkway #1005
Jacksonville, Florida 32256
904-519-9545

[SIGNATURES ON FOLLOWING PAGES]

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

Witness:

DEVELOPER:

Signed, sealed and delivered in the presence of:

EAGLE'S COVE LLC, a Florida limited liability company

Amardini
Print Name: ANGELA MARDINI

By: Eagle's Cove Investments LLC, a Florida limited liability partnership

Karl Hanson
Print Name: KARL HANSON

By: Silverfield Development Co., a Florida corporation
Its managing Member

By: [Signature]
Name Printed: Helen Breeding
Title: Vice President

The foregoing instrument was acknowledged before me this 13th day of May, 2016, by Helen Breeding, as Vice President of Silverfield Development Co., a Florida corporation, as a managing Member of EAGLE'S COVE INVESTMENTS, LLC, a Florida limited liability partnership, the managing member of EAGLE'S COVE, LLC, a Florida limited liability company, on behalf of the company.

Amardini

(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



ANGELA MARDINI
Notary Public, State of Florida
My Comm. Expires Mar. 17, 2017
Commission No. EE 684487

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 _____, 2016, 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]

LEGAL DESCRIPTION: Eagles Cove – Tract "D"

A tract of land being a portion of Government Lot 3, Section 9, Township 4 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Government Lot 3, said point also being the Northwest corner of the plat of The Plantation At Ponte Vedra Unit Six, as recorded in Map Book 23, pages 75 through 77 of the Public Records of St. Johns County, Florida; thence S01°59'01"E, along the East line of said Government Lot 3 and along the West line of said plat, for 604.47 feet to the Northeast corner of the plat of Estates At Ponte Vedra, as recorded in Map Book 46, pages 62 through 65 of the Public Records of St. Johns County, Florida; thence N86°56'13"W, along the North line of said plat, for 658.32 feet to the point of intersection with the East right-of-way line of Palm Valley Road, said point also being the point of intersection with a curve concave to the Southwest; thence along said East right-of-way line, the following two (2) courses: (1) thence northwesterly along the arc of said curve, having a radius of 1567.48 feet, a central angle of 06°34'48", an arc length of 180.01 feet and a chord bearing N12°13'54"W, for 179.91 feet to a non-tangent point and the POINT OF BEGINNING of the parcel described herein;

(2) thence N28°14'44"W, for 426.68 feet to the Southwest corner of the plat of Old Palm Valley Unit 1, as recorded in Map Book 26, pages 29 through 33 of the Public Records of St. Johns County, Florida; thence N88°52'26"E, along said the South line of said plat, for 19.10 feet; thence S25°54'59"E, leaving said South line, for 418.32 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 3,627 square feet, more or less.

Said lands situated, lying and being in St. Johns County, Florida.

LEGAL DESCRIPTION: Eagles Cove – Tract "C"

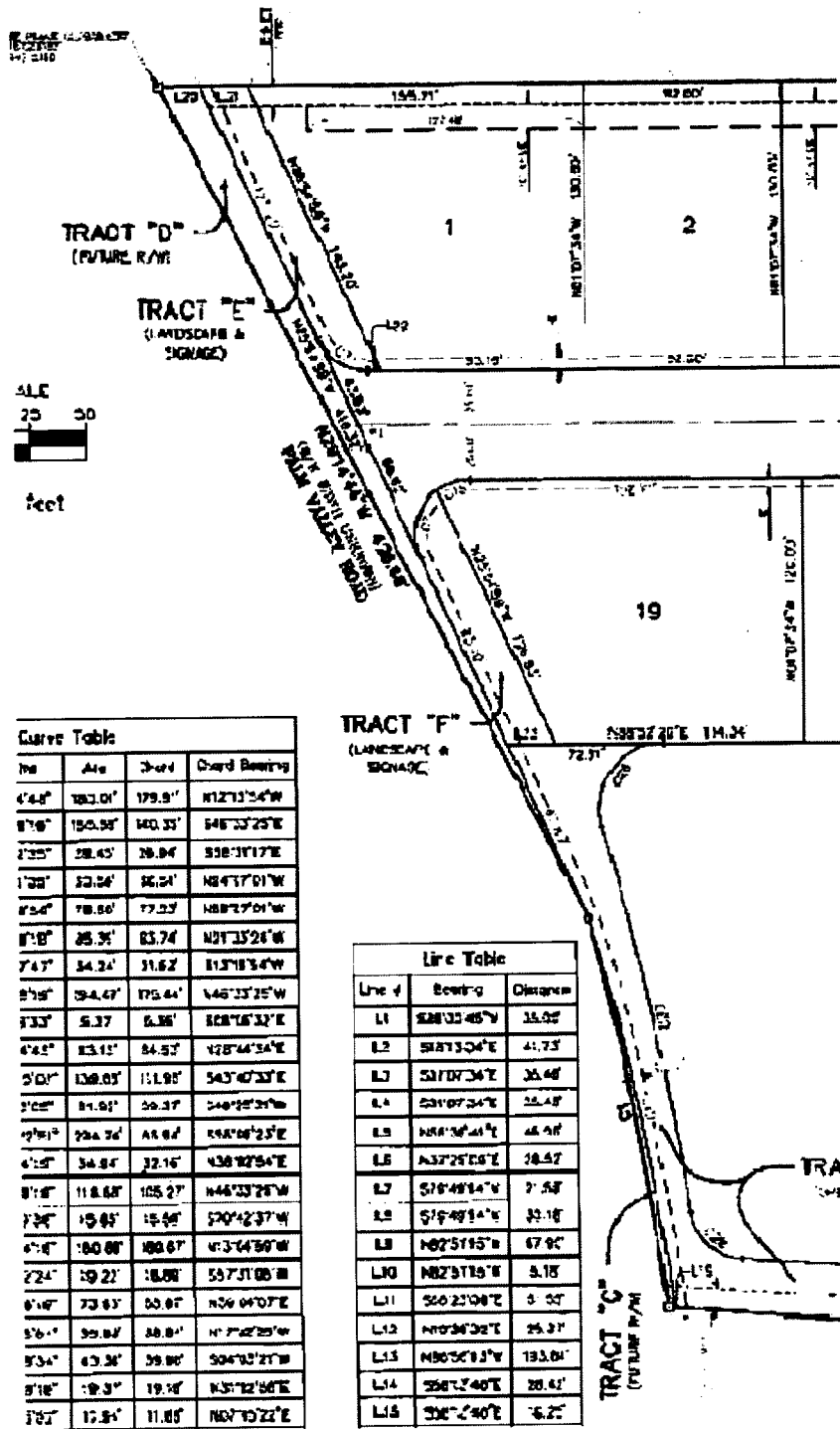
A tract of land being a portion of Government Lot 3, Section 9, Township 4 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Government Lot 3, said point also being the Northwest corner of the plat of The Plantation At Ponte Vedra Unit Six, as recorded in Map Book 23, pages 75 through 77 of the Public Records of St. Johns County, Florida; thence S01°59'01"E, along the East line of said Government Lot 3 and along the West line of said plat, for 604.47 feet to the Northeast corner of the plat of Estates At Ponte Vedra, as recorded in Map Book 46, pages 62 through 65 of the Public Records of St. Johns County, Florida; thence N86°56'13"W, along the North line of said plat, for 655.54 feet to the POINT OF BEGINNING of the parcel described herein;

Thence continue N86°56'13"W, along the North line of said plat, for 2.78 feet to the point of intersection with the East right-of-way line of Palm Valley Road, said point also being the point of intersection with a curve concave to the Southwest; thence along said East right-of-way line and northwesterly along the arc of said curve, having a radius of 1567.48 feet, a central angle of 06°34'48", an arc length of 180.01 feet and a chord bearing N12°13'54"W, for 179.91 feet to the point of intersection with a curve concave to the Southwest; thence leaving said East right-of-way line and southeasterly along the arc of said curve, having a radius of 1082.78 feet, a central angle of 09°34'16", an arc length of 180.88 feet and a chord bearing S13°04'59"E, for 180.67 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 386 square feet, more or less.

Said lands situated, lying and being in St. Johns County, Florida.



Curve Table

No	Arc	Chord	Chord Bearing
448	183.01'	179.91'	N127°13'54"W
876	155.93'	140.33'	S48°33'25"E
1314	28.43'	28.04'	S38°31'17"E
1752	33.54'	36.24'	N84°37'01"W
2190	78.86'	77.23'	N88°27'01"W
2628	25.34'	23.74'	N21°35'24"W
3066	34.34'	31.62'	S15°18'34"W
3504	39.47'	37.64'	S46°23'25"W
3942	5.37'	5.36'	S28°16'32"E
4380	23.12'	24.52'	S27°44'34"E
4818	138.83'	131.95'	S43°40'33"E
5256	21.01'	20.37'	S48°25'29"E
5694	29.47'	31.84'	S58°08'23"E
6132	34.84'	37.16'	S38°02'54"E
6570	118.68'	105.27'	N46°33'25"W
7008	15.85'	15.55'	S20°42'37"W
7446	100.88'	100.67'	N73°14'38"W
7884	19.22'	18.88'	S57°31'05"E
8322	73.87'	65.87'	N59°04'07"E
8760	39.84'	38.84'	N7°28'25"W
9198	43.34'	39.86'	S04°03'21"W
9636	19.34'	19.16'	N35°12'56"E
10074	17.84'	11.85'	N67°10'22"E

Line Table

Line #	Bearing	Distance
L1	S88°33'46"W	15.00'
L2	S87°30'4"E	41.73'
L3	S17°07'34"E	35.48'
L4	S21°07'34"E	25.48'
L5	N88°36'44"E	44.96'
L6	N37°25'54"E	18.47'
L7	S76°48'14"W	7.58'
L8	S75°48'14"W	33.18'
L9	N62°51'15"E	67.90'
L10	N62°51'15"E	5.18'
L11	S60°27'08"E	5.00'
L12	N60°36'32"E	25.37'
L13	N80°56'03"W	193.84'
L14	S58°17'46"E	28.42'
L15	S36°14'40"E	76.27'

Exhibit "B"

[Impact Fee Credit Calculation]

Excerpt from Florida Valuation Appraisal dated April 19, 2016

Reconciliation and Conclusion of Value – Land

Prior to adjustments, the sales reflect a range of \$75,000 to \$118,656 per square foot. After adjustment, the range is narrowed to \$97,500 to \$118,656 per lot. To arrive at an indication of value, we have considered each of the comparable sales and their characteristics and qualities as they relate to the parent tract. We have put primary weight on Sale Comp No. 2 and 3 because they had the least net adjustments. An overall unit price of \$118,000 per lot was concluded.

Per an "across-the-fence" consideration, the site's overall location, size, shape/utility, access/exposure, utilities, and other physical characteristics were analyzed. An overall unit price of \$118,000 per lot was considered applicable. This equates to a value of \$226,465 per acre or \$5.20 per square foot.

Therefore, based on the "across-the-fence" methodology, the value of the subject property is as follows:

3,920 SF	x	\$5.20 per square foot	=	\$20.384
			Rounded	\$20,500

Exhibit "C"

(Sample Impact Fee Voucher)

Voucher # _____

ST. JOHNS COUNTY IMPACT FEE VOUCHER

(Eagles Cove)

Name and address of Developer/Grantor: EAGLE'S COVE, LLC

Name and address of Grantee: _____

Legal description of subject property: _____

Subdivision or Master Development Plan name: Eagle's Cove

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:

Eagle's Cove, LLC

By: _____

Name: _____

Its: _____