

**RESOLUTION NO. 256**

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 PALM VALLEY HOLDINGS OF FLORIDA, LLC.

**WHEREAS**, Palm Valley Holdings of Florida, LLC is the developer (the “**Developer**”) of certain lands contained within the Preserve Pointe neighborhood located along Palm Valley Road in Ponte Vedra Beach, Florida (the “**Project**”) as described and approved in St. Johns County Ordinance No. 2016-51; and

**WHEREAS**, St. Johns County Ordinance No. 87-57 (“**Road Impact Fee Ordinance**”), as has been or may be amended, allows for impact fee credits to be granted by the Board of County Commissioners for the property dedicated to St. Johns County and/or improvements made or funded by the Developer as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein; and

**WHEREAS**, in accordance with Section 13 of the County Road Impact Fee Ordinance, the Developer is entitled to certain impact fee credits for certain dedications of land for road use.

**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 Palm Valley Holdings of Florida, LLC substantially in the form of that which is attached hereto and incorporated herein by reference for those dedications identified within the Road Impact Fee Ordinance 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 that there are typographical or administrative errors that do not change the tone, tenor or concept of this Resolution, then 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 1<sup>st</sup> day of August, 2017.

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

\_\_\_\_\_  
James K. Johns, Chair

Attest: \_\_\_\_\_

**HUNTER S. CONRAD, CLERK**

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

Deputy

**RENDITION DATE** 8/3/17

## IMPACT FEE CREDIT AGREEMENT

### (Road Impact Fees/Preserve Pointe)

**THIS IMPACT FEE CREDIT AGREEMENT (“Agreement”)** is made this \_\_\_ day of \_\_\_\_\_, 2017, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA (“County”)**, and **PALM VALLEY HOLDINGS OF FLORIDA, LLC (“Developer”)**.

#### RECITALS:

A. Palm Valley Holdings of Florida, LLC, a Florida limited liability company, is the Developer and projected Feepayer (as defined below) for certain lands (the “**Development Property**”) contained in the Preserve Pointe development located in Ponte Vedra Beach, Florida (the “**Property**”), as described and approved in St. Johns County Ordinance No. 2016-51 (REZ 2016-04).

B. St. Johns County Ordinance No. 87-57 (“**Road Impact Fee Ordinance**”), as amended, allows for impact fee credits to be granted by the Board of County Commissioners for any property dedicated to St. Johns County and/or roadway improvements made or funded by the Developer as identified in this Agreement.

C. Section 13 of the County Road Impact Fee Ordinance provides that the Developer is entitled to certain impact fee credits for certain dedications and/or improvements of certain real property for road right-of-way (“**Road Impact Fee Credits**”).

D. The Developer is dedicating right-of-way along Palm Valley Road that is adjacent to the Development Property, with such right-of-way more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Right-of-Way Parcel**”).

E. The dedication of the Right-of-Way Parcel is recognized as meeting the requirements for Road Impact Fee Credits.

F. The Road Impact Fee Ordinance, as amended, requires any person who seeks to develop land within St. Johns County, as evidenced by an application for a building permit or certificate of occupancy by such person or its successors and assigns (each a “**Feepayer**” and collectively the “**Feepayers**”), 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.

G. Pursuant to the terms of the Road Impact Fee Ordinance, County and Developer desire to set forth their agreement and a procedure for the application 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 are 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 is equal to the appraised value of the Right-of-Way Parcel, or the amount of Forty-Two Thousand and No/100 Dollars (\$42,000.00). The executive summary from the appraisal report for the Palm Valley Road right-of-way being dedicated to the County is attached hereto as **Exhibit "B"** and incorporated herein by this reference.
3. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction within 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 paid directly to the 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 each 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 Developer's Road Impact Fee Credit account. 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. The voucher form is attached hereto as **Exhibit "C"** and incorporated herein by this reference.
4. In the event that Developer determines to sell all or part of the Development Property, 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 Development Property 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, not transferred thereby 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 right-of-way dedication 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.
5. On or before January 31 of each year, so long as there remain 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 Development Property 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 Development Property 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 Development Property shall be instructed by the County to pay its Road Impact Fees directly to Developer.
7. Miscellaneous Provisions:
  - A. This Agreement shall be constructed 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 Development Property. 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 Development Property.
  - 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 exhibits attached to this Agreement are incorporated into and made a part of this Agreement.
  - E. The Agreement, and any exhibits and/or addenda made a part hereof, constitutes 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. Any notices provided pursuant to this Agreement shall be sent to the parties at the following addresses:

County: 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

Developer: Palm Valley Holdings of Florida, LLC  
3721 Dupont Station Court South  
Jacksonville, Florida 32217

With Copy to: Ellen Avery Smith, Esq.  
Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086

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 and their respective successors and permitted assigns.

H. All covenants, agreements, representation and warranties made herein shall be deemed to be material and may be relied on by each party to this Agreement.

I. This Agreement is recognized as being subject to the laws of the State of Florida and the ordinances of St. Johns County, and therefore all applicable provisions thereof are incorporated herein. If any provision hereof is inconsistent with the requirements of Florida laws or the ordinances of St. Johns County, such laws and ordinances shall apply.

J. Nothing in this Agreement shall act to allow an entity to receive impact fee 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 a certain amount.

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

**DEVELOPER:**

**PALM VALLEY HOLDINGS OF FLORIDA, LLC**, a Florida limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as authorized signatory of Palm Valley Holdings of Florida, LLC, a Florida limited liability company, on behalf of the company,  who is personally known to me or  who has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_

**COUNTY:**

**ST. JOHNS COUNTY, FLORIDA**

\_\_\_\_\_  
Michael Wanchick, County Administrator

STATE OF FLORIDA     )  
                                  )  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Michael Wanchick, County Administrator,  who is personally known to me or  who has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description and Survey Depiction of Right-of-Way Dedication**

A PART OF LOT 3, SECTION 9, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

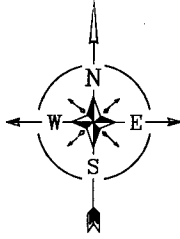
COMMENCE AT THE NORTHWEST CORNER OF SECTION 16, OF SAID TOWNSHIP 4 SOUTH, RANGE 29 EAST, WHERE THE LINE DIVIDING SAID SECTIONS 9 AND 16 INTERSECT THE EASTERLY LINE OF ANDREA POPY GRANT, SECTION 42, OF SAID TOWNSHIP 4 SOUTH, RANGE 29 EAST; THENCE NORTH 89° 06' 20" EAST, ALONG SAID LINE DIVIDING SECTIONS 9 AND 16, A DISTANCE OF 3.62 FEET TO A POINT LYING ALONG THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 941, PAGE 1177 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 29° 59' 18" EAST, ALONG SAID LINE, A DISTANCE OF 21.90 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF LANDRUM LANE AND ALSO BEING THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3148, PAGE 1719 OF SAID PUBLIC RECORDS; THENCE NORTH 87° 40' 41" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE AND SAID NORTHERLY LINE DESCRIBED IN OFFICIAL RECORDS BOOK 3148, PAGE 1719, A DISTANCE OF 546.62 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD (STATE ROAD NO. 210, WHERE THE RIGHT OF WAY IS 100 FOOT WIDE AS NOW ESTABLISHED); THENCE NORTH 06° 40' 23" WEST, ALONG SAID RIGHT OF WAY LINE OF PALM VALLEY ROAD, A DISTANCE OF 5.55 FEET TO THE INTERSECTION WITH AFOREMENTIONED LINE DIVIDING SECTIONS 9 AND 16; THENCE NORTH 89° 06' 20" EAST, ALONG SAID LINE, A DISTANCE OF 17.36 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD (STATE ROAD NO. 210) SAID WESTERLY RIGHT OF WAY LINE BEING 33 FEET FROM THE CENTERLINE OF SAID ROADWAY, AS NOW ESTABLISHED AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 06° 40' 03" WEST, ALONG SAID RIGHT OF WAY LINE OF PALM VALLEY ROAD, A DISTANCE OF 534.00 FEET; THENCE SOUTH 89° 06' 20" WEST, PARALLEL WITH THE AFOREMENTIONED LINE DIVIDING SECTIONS 9 AND 16, A DISTANCE OF 7.04 FEET; THENCE SOUTH 06° 40' 03" EAST, ALONG A LINE 7.00 FEET WESTERLY AND PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 495.28 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 58.50 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41° 13' 09" WEST AND A CHORD DISTANCE OF 51.93 FEET TO A POINT ON SAID CURVE AND ALSO TO A POINT ON SAID LINE DIVIDING SECTIONS 9 AND 16; THENCE NORTH 89° 06' 20" EAST, ALONG SAID LINE, A DISTANCE OF 45.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,069 SQ. FEET OR 0.09 ACRES, MORE OR LESS

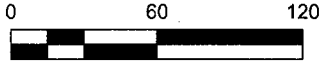


MAP SHOWING SKETCH OF LEGAL

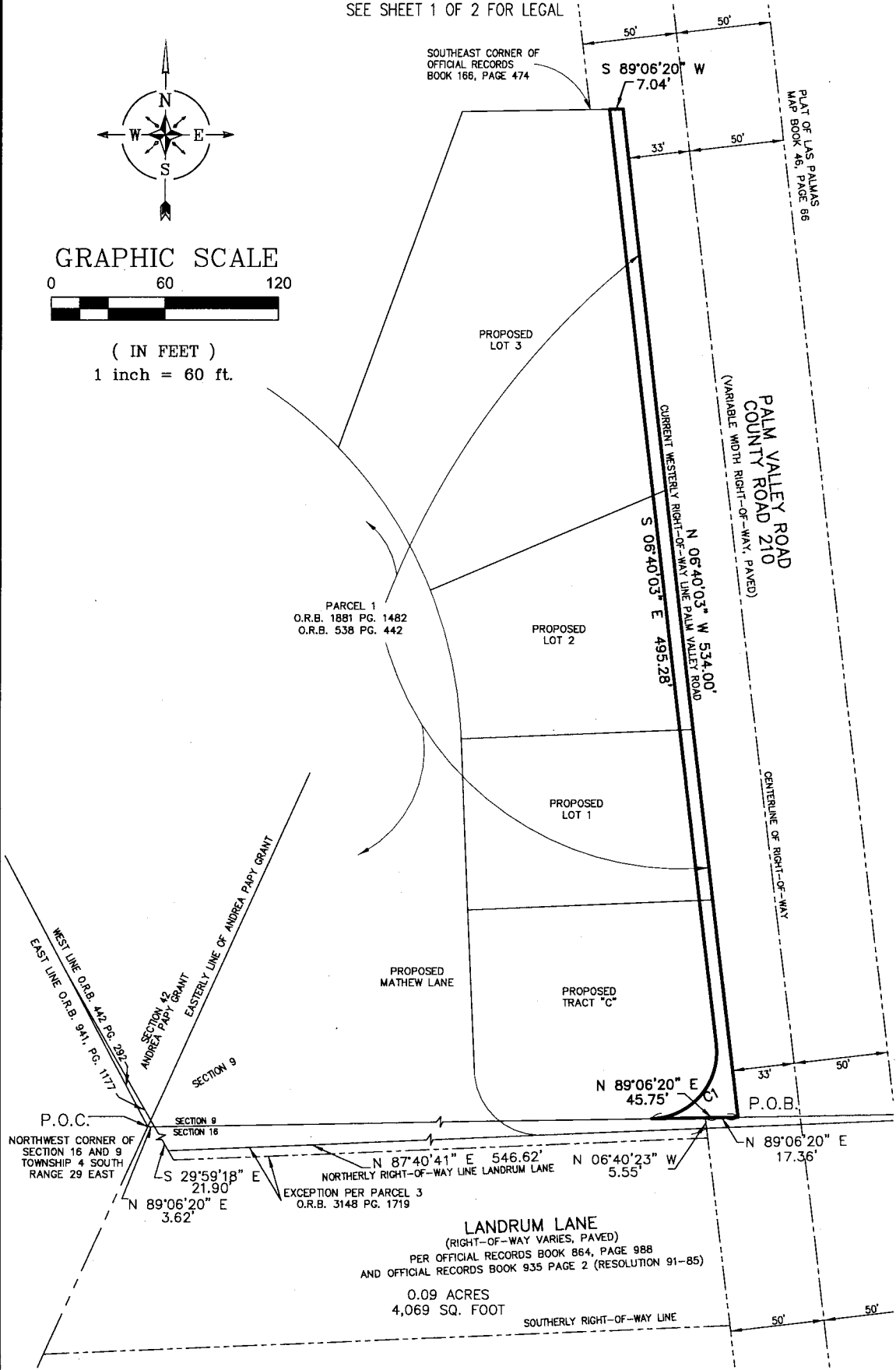
SEE SHEET 1 OF 2 FOR LEGAL



GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	58.50'	35.00'	95°46'24"	S 41°13'09" W	51.93'

SHEET 2 OF 2

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

902 5TH AVENUE NORTH - JACKSONVILLE BEACH, FLORIDA - 32250 - PHONE (904) 703-8799

**EXHIBIT "B"**

**Right-of-Way Appraisal Executive Summary**



# FLORIDA VALUATION

March 3, 2017

Mr. Andrew Allen  
Palm Valley Holdings of Florida, LLC  
3721 Dupont Station Court  
Jacksonville, Florida 32217

Re: Appraisal Report  
Preserve Pointe Tract (Future R/W)  
Palm Valley Road  
Ponte Vedra Beach, FL 32082

File Name: 17-0086

Dear Mr. Allen:

As requested, the following is an Appraisal Report of the above referenced property. The subject property is a portion of the Preserve Pointe Subdivision and is located on the northwest corner of Palm Valley Road and Landrum Lane in Ponte Vedra Beach, St. Johns County, FL. The valuation contained reflects my market value opinion as of February 28, 2017.

We developed analyses, opinions, and conclusions and prepared this report in conformity with the reporting requirements under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of the client as I understand them. The information contained in the report is specific to the needs of the client and for the intended use as stated. The appraiser is not responsible for any unauthorized use of the enclosed appraisal.

In my opinion, the fee simple value of the subject parcel as of February 23, 2017 is: \$42,000.

Respectfully submitted,

Courtland Carter Eyrick, MAI  
Principal  
Florida State-Certified General  
Real Estate Appraiser License #RZ2856  
License Expires 11-30-2018  
ceyrick@floridavaluation.com

Thomas L. Whitelaw  
Appraiser  
Florida State-Registered Trainee  
Appraiser License # RI23873  
License Expires 11-30-2018  
twhitelaw@floridavaluation.com

**EXHIBIT "C"**

Voucher # \_\_\_\_\_

**St. Johns County Impact Fee Voucher**  
**PRESERVE POINTE**

1. Name and address of Developer/Grantor: Palm Valley Holdings of Florida, LLC  
3721 Dupont Station Court South  
Jacksonville, Florida 32217
2. Name and address of Grantee: \_\_\_\_\_
3. Legal description of subject property: See attached Exhibit "A"
4. Subdivision name: Preserve Pointe

The undersigned Developer/Grantor confirms that it has received from \_\_\_\_\_ on \_\_\_\_\_ 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 Impact Fee Credit account of the Developer/Grantor.

\_\_\_\_\_ Roads Ordinance No. 87-57 in the amount of \$ \_\_\_\_\_

**PALM VALLEY HOLDINGS OF FLORIDA, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_