

RESOLUTION NUMBER 2020- 169

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 KB HOME JACKSONVILLE, LLC

WHEREAS, KB Home Jacksonville, LLC is the Developer of certain lands contained within the Treaty Ground Planned Unit Development, known as Orchard Park (the "Project") as described and approved in St. Johns County ORD. 2018-38; and

WHEREAS, Section 13 of St. Johns County Ordinance No. 87-58, as amended, St. Johns County Park Impact Fee Ordinance allows for impact fee credits to be granted by the Board of County Commissioners for the property dedicated as identified within the Impact Fee Agreement attached hereto and incorporated herein; and

WHEREAS, in accordance with the County Park Impact Fee Ordinance, KB Home Jacksonville, 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 KB Home Jacksonville, LLC substantially in the form of that which is attached hereto and incorporated herein by reference for dedications identified within the Park 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 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 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

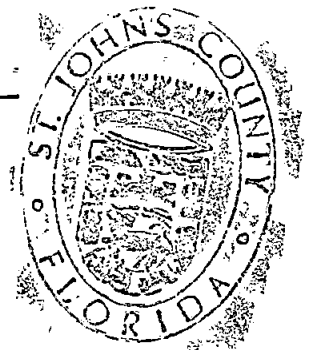


Jeb S. Smith, Chair

ATTEST: Brandon Patty

By: Sam Halterman
Deputy

Rendition Date: 5/21/20



IMPACT FEE CREDIT AGREEMENT

Park Impact Fees

THIS AGREEMENT is made this _____ day of _____, 2020 (the "Agreement") by and among the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ("County") and KB Home Jacksonville LLC ("Developer").

RECITALS:

- A. Developer is the owner and projected Impact Fee payer of certain lands within Orchard Park ("The Project") contained within Treaty Ground PUD as described and approved in St. Johns County Ordinance No. 2018-38.
- B. Pursuant to St. Johns County Ordinance No. 87-58, as amended, ("Park 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 Park Impact Fee ("Park Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide Parks within St. Johns County.
- C. Section 13 of the Park Impact Fee Ordinance allows for impact fee credits to be granted for certain dedications and/or improvements ("Park Impact Fee Credits").
- D. The Developer is dedicating 1.93 acres identified as the Fire & Public Safety Site ("Park Site") on the Treaty Ground PUD Master Development Plan and Section a, Fire & Public Safety Site provides the site may be changed by agreement between the owner and the Board of County Commissioners without a PUD modification as an adjacent use category of MF/SFC or Park. The Park Site is located along Wildwood Drive and is more particularly described on **Exhibit "A"** of this Agreement. The property is shown on a location map as **Exhibit "B"** of this Agreement.
- E. The Developer's dedication of the Park Site is recognized as meeting the requirements for Park Impact Fee Credits.
- F. Pursuant to the terms of the Park Impact Fee Ordinance, County and Developer desire to set forth their agreement and a procedure for the applicant and treatment of such Park 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 appraised value of the Park Site and the total Park Impact Fee Credits to be awarded for the land to be dedicated shall be one hundred and thirty-seven thousand and 00/100 (\$137,000) Dollars, as shown on

Exhibit "C".

3. Upon the County's acceptance of the Park Site, the County shall establish the Orchard Park Impact Fee Credit Account ("Impact Fee Credit Account") in the amount of One hundred and thirty-seven thousand and No/100 Dollars (\$137,000).
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 Park 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 Park Impact Fee Credits for which Developer has issued vouchers under this Agreement is less than the total Park Impact Fee Credits authorized by this Agreement, Developer shall issue to such Feepayer a voucher evidencing full payment of Park 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 Park 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 Park Impact Fee Credit Account. The Voucher Form is attached hereto as **Exhibit "D"**. 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 Park 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 Park Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Park 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 Project.
6. On or before January 31 of each year, so long as there remains any Park Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Park Impact fee payments made by the Feepayers applying for building permits or certificates of occupancy within the Project and the remaining balance of Park Impact Fee Credits.
7. At such time as the Park 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 Park

Impact Fees as are then due and payable under the Park 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 Park 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 Park 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 Park 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 Park 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: 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: KB Home Jacksonville LLC
10475 Fortune
Parkway, Suite 100
Jacksonville Florida
386-931-9682
Orchard Park, Treaty Ground PUD

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 company presence of:

KB Home Jacksonville, LLC, a Delaware limited liability

Print Name: _____

By: _____

Name Printed: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or on line notarization, this _____ day of _____ 2020, by _____, as President of KB Home Jacksonville LLC, a Delaware limited liability company.

(PRINT NAME _____)

NOTARY PUBLIC, State of _____

Name: _____

My Commission #:

My Commission Expires:

Personally Known or Produced I.D. (check one)

Type of Identification Produced

Witness:

ST. JOHNS COUNTY, FLORIDA

Name: _____

By: _____
Name: Hunter S. Conrad
County Administrator

Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ 2020, by Hunter S. Conrad, 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.

(PRINT NAME _____)

NOTARY PUBLIC, State of Florida
Name: _____
My Commission #:
My Commission Expires:

Personally Known or Produced I.D. (check one)
Type of Identification Produced

Exhibit A Legal Description

A PORTION OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF BRINKHOFF ROAD (A 100' RIGHT OF WAY) WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4697, PAGE 934 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S00°18'21 "E, ALONG SAID WEST LINE, A DISTANCE OF 592.95 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF

BEGINNING, S89°26'40"W, DEPARTING SAID WEST LINE, A DISTANCE OF 428.45 FEET; THENCE S00°00'00"E, A DISTANCE OF 196.19 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 953, PAGE 462 OF SAID PUBLIC RECORDS; THENCE N89°17'34"E, ALONG SAID NORTH LINE, A DISTANCE OF 429.50 FEET TO A POINT ON THE WEST LINE OF SAID LANDS

DESCRIBED IN OFFICIAL RECORDS BOOK 4697, PAGE 934; THENCE N00°18'21 "W, ALONG SAID WEST LINE, A DISTANCE OF 195.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.93 ACRES, MORE OR LESS

Exhibit B

TREATY GROUND DEVELOPMENT SUMMARY AND SITE DATA											
PARCEL	ACREAGE	EXISTING WETLANDS (AC)	WETLAND IMPACT (AC)	WETLANDS PRESERVED (AC)	RESIDUAL WETLANDS (AC)	DENSITY ALLOWED (D.U.)	DENSITY PROVIDED (D.U.)	DEVELOPMENT SPACE PROVIDED (SQ. FT.)	PARKS PROVIDED (2.40 AC. REQ.)	DEVELOPMENT SPACE REQUIRED (SQ. FT.)	RETENTION
NORTH	11.54	1.09	0.27	0.82	10.72	84	58	3,90	0.95	15	3.1
SOUTH	27.01	8.88	1.80	5.08	21.63	132	142	8,60	1.54	37	2.3
MULTI-FAMILY COMMERCIAL	2.83				2.83						2.0
WETLAND DENSITY BONUS					4.00						
TOTAL	41.38	7.77	1.87	5.90	35.48	200	200	306 (12.5 AC. REQ.)	2.49	52	(178) 7.4

CALCULATION REFERENCE:
 North Parcel Density: 10.72 Ac. Upland x 8 = 84 D.U.
 South Parcel Density: 21.63 Ac. Upland x 8 = 132 D.U.
 Wetland Density: 5.90 Ac. Preserved x 8 @ 10% = 3.54 (4) D.U.
 Open Space: 25% of 41.38 Ac. = 10.33 Ac. Required
 Open Space Calculation Included: Open Space, Parks, Perimeter Buffer and Preserved Wetlands
 Parks: 200 D.U. x 2.4 PPH = 480/200 pop. = 2.40 Ac. Required

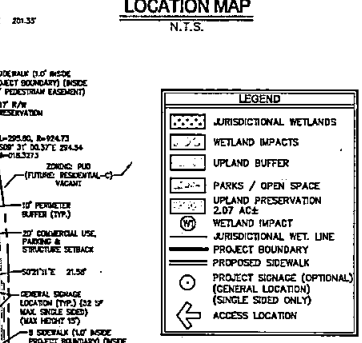
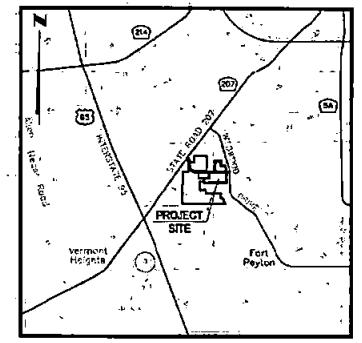
LEGAL DESCRIPTION - TREATY GROUND PUD TOWNHOMES:

PARCEL 1 (NORTH PARCEL):
 A parcel of land being a portion of Section 2, Township 8 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: Begin at the intersection of the North Right of Way line of Brinkhoff Road (85 feet Right of Way as now established) with the West Right of Way line of Willwood Drive (26 feet Right of Way as now established); thence on the said North Right of Way line, S 89°20'10" W, a distance of 653.22 feet to the Southeast corner of said lands described in Official Records Book 538, Page 1810 of the Public Records of St. Johns County, Florida; thence departing said North Right of Way line and on the East line of said lands, N 01°22'44" E, a distance of 871.87 feet to the Northeast corner of said lands; thence departing said East line and on the South line of those lands described in Official Records Book 543, Page 1055 of said Public Records, N 89°30'59" E, a distance of 477.43 feet to a point on the West line of those lands described in Official Records Book 775, Page 1914 of said Public Records; thence departing said South line and on said West line, S 01°17'51" W, a distance of 389.89 feet to the Southwest corner of said lands; thence departing said West line and on the South line of said lands, N 83°32'37" E, a distance of 333.53 feet to the easterly West Right of Way line of Willwood Drive; thence departing said South line and on said West Right of Way line for the next 3 corners, S 87°30'37" E, a distance of 198.46 feet to the beginning of a curve, concave Southwest, having a radius of 925.50 feet and a central angle of 182°22'29"; thence on the arc of said curve, a distance of 236.81 feet said arc being subtended by a chord which bears S 02°56'10" E, a distance of 225.54 feet to the curves end; thence S 09°14'59" W, a distance of 23.41 feet to the Point of Beginning.

PARCEL 2 (SOUTH PARCEL):
 A parcel of land being a portion of Sections 2 and 3, Township 8 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: Begin at the intersection of the South Right of Way line of Brinkhoff Road (85 feet Right of Way as now established) with the West Right of Way line of Willwood Drive (26 feet Right of Way as now established); thence on the said South Right of Way line, S 07°14'02" W, a distance of 822.00 feet to the Northeast corner of those lands described in Official Records Book 533, Page 402 of the Public Records of St. Johns County, Florida; thence departing said West Right of Way line and on the North line of said lands, S 89°54'54" W, a distance of 1832.64 feet to the Northeast corner of said lands; thence departing said North line and on the East line of those lands described in Official Records Book 1273, Page 815 and Official Records Book 3022, Page 11 of said Public Records, N 89°43'02" W, a distance of 338.77 feet to the Southwest corner of those lands described in Official Records Book 708, Page 505 of said Public Records; thence departing said East line and on the South line of said lands, N 89°47'03" E, a distance of 450.07 feet to the Southeast corner of said lands; thence departing said South line and on the East line of said lands, N 09°50'11" W, a distance of 488.52 feet to the Northeast corner of said lands and also being on the easterly South Right of Way line of Brinkhoff Road; thence departing said East line and on said South Right of Way line, N 89°50'11" W, a distance of 1470.03 feet to the Point of Beginning.

- NOTES:**
1. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED. UPLAND BUFFERS WILL BE IDENTIFIED AND STAKED WITH A SUEDE BARRIER / PROTECTIVE BARRIER PRIOR TO ANY LAND CLEARING. SUEDE BARRIER MAY BE PLACED LANDWARD OF UPLAND BUFFER AT PHYSICAL LIMITS OF CONSTRUCTION. IN EVENT THAT THERE IS AN UNAUTHORIZED IMPACT TO UPLAND BUFFERS, THE RESPONSIBLE PARTY WILL BE AS FOLLOWS: FIRST, PARTY CAUSING IMPACT. SECOND, OWNER OF AFFECTED LOTS. THIRD PROJECT'S HOMEOWNER'S ASSOCIATION.
 2. ALL WETLANDS THAT ARE PRESERVED FOR THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT WILL BE PLACED IN CONSERVATION, WHICH ARE GENERALIZED AREAS SUBJECT TO CHANGE BASED ON FINAL DESIGN, PERMITTING AND FINAL WETLAND SURVEYS.
 3. OPEN SPACE INCLUDES UPLAND PRESERVATION, TREE PRESERVATION, UPLAND BUFFERS, STORM WATER MANAGEMENT FACILITIES, PRESERVED WETLANDS AND RECREATIONAL/PARK AREAS.
 4. ALL FACILITIES AND ELEMENTS OF SITE (INCLUDING ACCESSIBLE ROUTES AND PARKING) SHALL MEET REQUIREMENTS OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC), THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) ESTABLISHED BY FLORIDA LAW AND 28 CFR PART 35, AND THE HOUSING ACT, IF APPLICABLE.
 5. DOWATERING WILL BE ADDRESSED ON THE CONSTRUCTION PLANS.
 6. TEMPORARY CONSTRUCTION TRAILERS SHALL BE ALLOWED WITHIN THE PUD AND MAY BE MOVED THROUGHOUT THE SITE AS PHASING CHANGES.
 7. SCREENING ALONG WILWOOD DRIVE WILL COMPLY WITH LDC 6.02.05.6.5 AND 6.06.04.

WETLAND IMPACT TABLE			
W1	0.07 AC.	W2	0.00 AC.
W2	0.10 AC.	W7	0.63 AC.
W3	0.60 AC.	W8	0.28 AC.
W4	0.20 AC.	W9	0.01 AC.
W5	0.00 AC.	TOTAL	1.87 AC.



THE MASTER DEVELOPMENT PLAN MAP IS A GENERAL REPRESENTATION OF THE APPROVED PLAN OF DEVELOPMENT, FINAL CONSTRUCTION AND ENGINEERING PLANS MUST DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS OF THE PUD / PFD AND OTHER APPLICABLE LAND DEVELOPMENT REGULATIONS.

APPROVED: _____
 DATE: _____
 ORDINANCE NUMBER: _____
 FILE NUMBER: _____

DESIGN CRITERIA / SETBACKS	
FRONT SETBACK:	20'
SIDE SETBACK:	5'
REAR SETBACK:	10'
Subject Property	
ACCESSORY STRUCTURES AND MECHANICAL EQUIPMENT	6' (EXCEPT WHERE GARAGE COND FRONT, MINIMUM SETBACK TO FACE OF GARAGE SHALL BE 20')
MINIMUM LOT AREA:	2000 SF.
MINIMUM LOT WIDTH:	20'
MINIMUM LOT LENGTH:	100'
MAXIMUM HEIGHT:	35'
MAXIMUM ISR (MULTI / TOWN):	70% OF GROSS LOT AREA
MAXIMUM FAR:	70% OF GROSS LOT AREA
SETBACKS ARE TO BE MEASURED IN ACCORDANCE WITH SJC LAND DEVELOPMENT CODE ("LDC"). ALL STRUCTURES SHALL HAVE A MIN. SEPARATION OF 10' MEASURED FROM FURTHEST PROJECTION ON STRUCTURE TO FURTHEST PROJECTION OF ANY OTHER STRUCTURE IN ACCORDANCE WITH LDC 6.03.01.	

PLANS PREPARED UNDER THE PROVISIONS OF CHAPTER 125, F.S. BY: ETM ENGINEERING & ARCHITECTURE, P.C. 12501 W. US HWY 90, SUITE 100, FORT PLYTON, FL 32949. TEL: (888) 888-8888. FAX: (888) 888-8888. DATE: FEBRUARY 23, 2017.

PROJECT: TREATY GROUND PUD TOWNHOMES FOR PROJECT INVESTMENTS, LLC. LOCATION: 17-228. DRAWING NUMBER: 3.

ETM
 ENGINEERING & ARCHITECTURE, P.C.
 12501 W. US HWY 90, SUITE 100, FORT PLYTON, FL 32949. TEL: (888) 888-8888. FAX: (888) 888-8888.

Transmittal Letter



210 Oglethorpe Blvd
St. Augustine, FL 32080

ORCHARD PARK

January 09, 2020

Mr. Chris Hill
KB Home
10475 Fortune Pkwy, Suite 100
Jacksonville, FL 32256

RE: Appraisal for the property located at 1700 Wildwood Drive, St. Augustine, FL 32086

Dear Mr. Hill,

In accordance with your authorization, I have conducted the investigation necessary to form an opinion of value in the above captioned subject property.

The subject parent tract is an entitled residential land parcel located along the west side of Wildwood Drive north and south of Brinkhoff Road in St. Johns County. The site encompasses 43.82 gross acres with 35.52 acres usable. The property is entitled for development of up to 200 townhomes. Currently, Phase 1 is under construction and includes the development of 58 units on the north side of Brinkhoff road and 34 units on the south side. To date, the construction consists mainly of the infrastructure including roads and drainage. There is one building currently under construction.

The subject of this report includes a 1.93-acre donation parcel that will be donated to St. Johns County for impact fee credits for the subject's development. The 1.93-acre parcel is to be located at the northwest corner of Wildwood Drive and the entry road into the existing Treaty Park or the southeast corner of the overall development site.

The appraisal report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable market data, the results of the investigation, and the reasoning leading to the conclusions set forth. The report that follows is considered to be a summary of our analysis and conclusions. Supporting documentation concerning the data, reasoning, and analyses are retained in our file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. We are not responsible for unauthorized use of this report.

Per conversations with the client and the intended use of the report, the scope of work in this report is intended to be consistent with industry standards and has been performed so as to develop a credible report. This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), I have made the following value conclusion(s):

3 OF 61 | LOVETT VALUATION, LLC

Value Conclusions						
Description	Perspective	Type of Value	Premise	Property Interest	Effective Date	Indicated Value
As Is Market Value (Whole Parcel)	Current	Market Value	As Is	Fee Simple	2019-11-12	\$3,100,000
As Is Market Value (Donation Parcel)	Current	Market Value	As Is	Fee Simple	2019-11-12	\$137,000

Sincerely,
Lovett Valuation, LLC



Jason Lovett, MAI
State-Certified General Real Estate Appraiser, FL No. RZ2681
jason@lovettvaluation.com

Executive Summary

Property Information

Property Name	Orchard Park - Donation Site
Full Street Address	1700 Wildwood Drive, St. Augustine, FL 32086
Property Class	Land
Property Type	Planned Unit Development

Land Characteristics

Land Acres	43.82
Land Usable Acres	35.52
Units / Lots	200
Zoning Code	PUD

Improvement Characteristics

Gross Building Area (SF)	N/A
Rentable Building Area (SF)	N/A
Year Built	N/A
# of Units	N/A

Indicated Values

As Is Market Value - Orchard Park Site	\$3,100,000
As Is Market Value - Donation Site	\$137,000
Effective Date	11/12/2019

Exhibit D

Impact Fee Voucher

Voucher #

St. Johns County Impact Fee Voucher

Name of Development/Developer: _____

Name and Address of Developer/Grantor: _____

Legal Description of the subject property: _____

Subdivision or Master Development Plan Name: _____

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 Impact Fee
Credit account of the Developer/Grantor.

_____ Parks Ordinance #87-58 in the amount of \$ _____

By: _____

Print: _____

Its: _____