

RESOLUTION NO. 2020- 9

**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 OPUS GROUP, LLC**

**WHEREAS**, Opus Group, LLC is the Developer of certain lands contained within Mayberry Commercial (the "Project") located northeast of the intersection of SR 207 and Hilltop Road; and

**WHEREAS**, St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Facilities Impact Fee Ordinance ("Road Impact Fee Ordinance") and Chapter 163, Florida Statutes allow for impact fee credits to be granted by the Board of County Commissioners for the property conveyed to St. Johns County and for cash donation for transportation improvements as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein; and

**WHEREAS**, in accordance with the County Road Impact Fee Ordinance and Chapter 163, Florida Statutes, Opus Group, LLC is entitled to certain impact fee credits for the conveyance of land.

**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 Opus Group, LLC substantially in the form of that which is attached hereto and incorporated herein by reference for those improvements and/or 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 21<sup>st</sup> day of January, 2020.

ATTEST: Brandon Patty, Clerk

By: Pam Halterman  
Deputy

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

[Signature]  
Chair

RENDITION DATE \_\_\_\_\_



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

**Road Facilities Impact Fees**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **Opus Group, LLC**, ("Developer").

**RECITALS:**

- A. **Opus Group, LLC**, ("Developer") is the Developer and projected Impact Feepayer of certain lands contained within the **Mayberry Commercial / Opus South Commercial development (REZ 2019-05 and COMM 2019-81)** ("Project"), as described and approved in St. Johns County **Ordinance No. 2019-72**.
- B. Pursuant to 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. Developer is dedicating a ten-foot wide strip of land for use of right-of-way along the boundary of the Project fronting Hilltop Road, which is recognized as meeting the requirements for Road Facilities Impact Fee Credits. The right-of-way to be dedicated is depicted in **Exhibit "A"** attached hereto. This dedication is subject to Developer's continued right to access Hilltop Road for ingress and egress and utilities, including water, sewer, telephone, cable, etc.
- E. 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 total Road Facilities Impact Fee Credits will be calculated as the agreed land value of the right-of-way in the total amount of **\$34,875** (see attached **Exhibit "B"**).
3. 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 "C"**.
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 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.

5. 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 Fee payers applying for building permits or certificates of occupancy within the Project and the remaining balance of Road Facilities Impact Fee Credits.
6. At such time as the Road Facilities Impact Fee Credits provided for hereunder have been exhausted, Developer or the Fee payer 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 Fee payer 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 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. 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  
500 San Sebastian View  
St. Augustine, Florida 32084

For the Developer :

***Paul Mayberry, Opus Group, LLC***  
***2020 Howell Mill Rd NW, Ste C-316***  
***Atlanta, GA 30318***

**[SIGNATURES ON FOLLOWING PAGES]**

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

Witness:

**Developer**

\_\_\_\_\_

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

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

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

Its: \_\_\_\_\_

\_\_\_\_\_

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

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

County OF \_\_\_\_\_

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who is the \_\_\_\_\_ 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: Hunter S. Conrad

Interim County Administrator

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who is the County Administrator for St. Johns County, Florida, and is authorize 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"**

**(Right-Of-Way Dedicated)**

A PARCEL OF LAND SITUATED IN SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207 (A 145 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF HILLTOP ROAD (A 60 FOOT RIGHT OF WAY); THENCE N 36°32'08" E ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 11.62 FEET; THENCE S 22°48'42" E, PARALLEL TO AND 10 FEET EAST FROM SAID EASTERLY RIGHT OF WAY LINE OF HILLTOP ROAD, A DISTANCE OF 674.28 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2967, PAGE 31 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE S 26°00'08" W, ALONG SAID NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2967, PAGE 31, A DISTANCE OF 13.29 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF HILLTOP ROAD; THENCE N 22°48'42" W, ALONG SAID EASTERLY RIGHT OF WAY LINE OF HILLTOP ROAD, A DISTANCE OF 677.10 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 0.155 ACRES MORE OR LESS.

**Exhibit "B"**

**(Appraisal Dated July 11, 2019)**

# Transmittal Letter

OPUS GROUP TRACT - HILLTOP



210 Oglethorpe Blvd  
St. Augustine, FL 32080

July 11, 2019

Mr. Paul Mayberry  
2020 Howell Mill Road NW, Suite C-316  
Atlanta, GA 30318

Appraisal for the property located at 1498 State Road 207, St. Augustine, FL 32084

Dear Mr. Mayberry,

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

Value Conclusions						
Description	Perspective	Type of Value	Purpose	Property Interest	Effective Date	Indicated Value
As Is Land Value	Current	Market Value	As Is	Fee Simple	2019-07-08	\$1,410,000
ROW Dedication / Compensation	Current	Just Compensation	As Is	Fee Simple	2019-07-08	\$34,875

Sincerely,  
Lovett Valuation, LLC

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

3 | LOVETT VALUATION, LLC

**Exhibit "C"**

**(Mayberry Commercial / Opus South Commercial Impact Fee Voucher)**

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

**ST. JOHNS COUNTY IMPACT FEE VOUCHER**

**( Opus South Commercial )**

Name and address of Developer/Grantor: Opus Group, LLC, 2020 Howell Mill Rd  
NW Ste C-316, Atlanta, GA 30318

Name and address of Grantee: St. Johns County, 500 San Sebastian View, St.  
Augustine, FL 32084

Legal description of subject property: See attached legal sketches

4. Subdivision or Master Development Plan name: Mayberry Commercial / Opus  
Commercial

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:**

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

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

Its: \_\_\_\_\_