

RESOLUTION NO. 2021- 224

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONCURRENCY AND IMPACT FEE AGREEMENT FOR PROPERTY REQUIRED FOR THE CR210/GREENBRIAR ROAD WIDENING PROJECT FROM CIMARRONE BOULEVARD TO GREENBRIAR ROAD.**

**RECITALS**

**WHEREAS**, this is a Capital Improvement Project to widen CR210 from Cimarrone Boulevard westerly to Greenbriar Road consisting of 2.3 miles of improved roadway to be rebuilt and widened as a typical 4-lane rural section with a minimum of 150 feet of right-of-way and intersection improvements at Greenbriar Road; and

**WHEREAS**, the 55' and 75' of right-of-way required for this project was reserved in Ordinance 2018-3 CR210 Town Center; and

**WHEREAS**, the County also needed another pond site and additional right-of-way west of the reserved right-of-way in this area and the owner, Helow Properties Ltd, agreed to include the 6.4 acres for a pond and the additional right-of-way in this agreement which will complete the property required for this project; and

**WHEREAS**, the property owner, Helow Properties Ltd., has agreed to a Concurrency and Impact Fee Agreement authorizing concurrency entitlement for 673 single family units or multi-family units equivalent in trip generation, and road impact fee credit in the amount of \$5,902,275.00 representing the average of two appraisals; and

**WHEREAS**, a traffic analysis was conducted for the requested concurrency entitlement, including a proportionate fair share calculation based on the requirements in Article XI of the Land Development Code for concurrency review; and

**WHEREAS**, the value of the proposed right-of-way and pond site dedication is more than adequate to provide for the transportation mitigated for the requested concurrency entitlement's transportation impact; and

**WHEREAS**, it is understood between the parties that development of any portion of the concurrency entitlement is subject to a formal concurrency review for all other public facilities, including school concurrency and issuance of a Final Certificate of Concurrency; and approval of appropriate zoning to allow the proposed use prior to development approval.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves the terms and authorizes the County Administrator, or designee, to execute the original Concurrence and Impact Fee Agreement form attached and take all steps necessary to move forward to convey this property.

**Section 3.** To the extent that there are typographical 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.

**Section 4.** The Clerk is instructed to record the Concurrence and Impact Fee Agreement in the Clerk's Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 1 day of June, 2021.

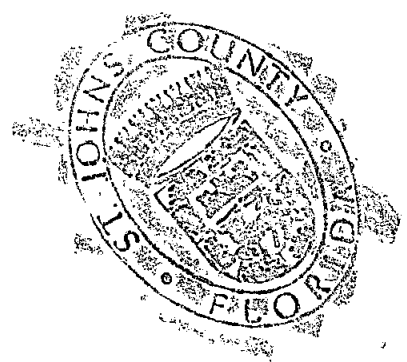
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker  
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty  
Clerk of the Circuit Court & Comptroller

By: Pam Saltzman  
Deputy Clerk

RENDITION DATE 6/3/21



**CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT**

**THIS CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT** (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **HELOW PROPERTIES, LTD.**, a Florida limited liability company, its successors, or assigns, ("HELOW") and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "COUNTY").

**WITNESSETH:**

**WHEREAS**, COUNTY has adopted a Capital Improvement Plan ("CIP") outlining its capital expenditures planned for fiscal years 2020 through 2024;

**WHEREAS**, COUNTY's CIP includes the CR 210 four-lane widening project from Greenbriar Road to Cimarrone Boulevard ("CR 210 Widening");

**WHEREAS**, COUNTY also plans to widen Greenbriar Road to four-lanes from CR 210 to Longleaf Pine Parkway ("Greenbriar Widening") in the future;

**WHEREAS**, the CR 210 Widening and Greenbriar Widening require additional right-of-way and stormwater pond site to accommodate the new roadway widening improvements, consisting of travel lanes, bike lanes, curb and gutter, sidewalks, stormwater ponds, and other associated features;

**WHEREAS**, COUNTY has identified the property owned by HELOW as depicted on **Exhibit "A"** attached hereto (the "**Dedication Property**"), as right-of-way and pond site necessary for the CR 210 Widening and Greenbriar Widening;

**WHEREAS**, HELOW, at the request of COUNTY, is willing to dedicate the Dedication Property to COUNTY in exchange for road impact fee credits and a determination from the COUNTY that adequate transportation facilities will be available for development of a portion

of HELOW's remaining property described in **Exhibit "B"** attached hereto (the "**Remainder Property**"), as further described herein;

**WHEREAS**, COUNTY's CR 210 Widening and Greenbriar Widening provide a public benefit and advance the implementation of the COUNTY's adopted CIP and Traffic Circulation Element as contained within the 2025 EAR-based Amendments to the St. Johns County Comprehensive Land Use Plan;

**WHEREAS**, COUNTY has adopted a Proportionate Fair Share Program, as defined in Part 11.09.00 of the County's Land Development Code ("LDC"), that establishes a method whereby impacts of development on transportation facilities can be mitigated by cooperative efforts of public and private sectors;

**WHEREAS**, COUNTY authorizes by this Agreement concurrency approvals and a right to final certificates of concurrency that can be subsequently obtained for all or portions of HELOW's Remainder Property;

**WHEREAS**, pursuant to the COUNTY's request, HELOW is dedicating right-of-way and pond site for COUNTY's roadway improvements and said conveyance of the Dedication Property is recognized by the County as meeting the requirements for Road Impact Fee Credits for development of the Remainder Property, as described below;

**WHEREAS**, St. Johns County Road Impact Fee Ordinance No. 87-57, as amended, allows impact fee credits to be granted for certain improvements or contributions ("Road Impact Fee Credits").

**WHEREAS**, COUNTY and HELOW desire to enter into this Agreement to set forth the conditions under which final certificates of concurrency, as that term is defined in the LDC, for traffic impacts may be issued for development of the Remainder Property, set forth the prepayment of road impact fees ("Road Impact Fees"), and pursuant to the terms of Ordinance

No. 87-57, as amended, set forth the terms and conditions upon which Road Impact Fee Credits shall be available and utilized;

**WHEREAS**, the COUNTY deems it to be in the public interest to recognize the contributions of HELOW in improving the transportation system in the portion of the County in which the Remainder Property is located;

**WHEREAS**, the Comprehensive Plan and LDC allow the COUNTY's execution of this Agreement;

**WHEREAS**, this Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for development of the Remainder Property, encourages private participation and comprehensive planning and reduces the costs of development;

**WHEREAS**, HELOW will be required to pay Road Impact Fees for roads in connection with development of the Remainder Property. As a result, HELOW is a "fee payer" as defined in Ordinance No. 87-57, as amended, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee Credits to fee payers under certain circumstances;

**WHEREAS**, HELOW wishes to provide a mechanism for the management of the transportation concurrency entitlements and Road Impact Fee Credits to which HELOW shall become entitled by the terms hereof;

**WHEREAS**, a commitment to provide for the Remainder Property's impacts is necessary for HELOW to obtain transportation concurrency for development on a portion of the Remainder Property.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Findings of Fact**

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. **Purpose.**

The purpose of this Agreement is:

- a. to specify the terms for dedication of the Dedication Property to COUNTY allowing for the necessary right-of-way and pond site for COUNTY to construct the CR 210 Widening and Greenbriar Widening;
- b. to grant any owner of the Remainder Property, or any portion thereof, the right to obtain final certificates of concurrency for traffic concurrency for the Concurrency Development, as defined in Section 3 below, as required for the construction of any portion or all of the respective portions of the Remainder Property authorized by this Agreement at any time during the term of this Agreement, as this Agreement may be amended or extended from time to time, subject to compliance with the terms and conditions of this Agreement and Article XI of the LDC, as appropriate, by HELOW;
- c. to set forth the agreed upon value of HELOW'S land contributions to COUNTY'S transportation facilities as they qualify for Road Impact Fee Credits under, and as may be limited by Ordinance No. 87-57, as amended;

3. **Densities and Intensities Statement:**

COUNTY agrees to authorize transportation concurrency approvals for development of 673 single-family residential units, or 1,439 low-rise multi-family residential units (1 to 2 stories), or 1,599 mid-rise multi-family residential units (3 stories or greater), or any combination thereof based on a conversion factor of one (1) single-family unit equals 2.138 low-rise multi-family residential units or 2.376 mid-rise multi-family residential units (the “**Concurrency Development**”) within the Remainder Property, not to exceed 634 p.m. peak hour trips and subject to approval of appropriate zoning to allow development of residential units.

The Concurrency Development’s traffic impacts have been reviewed and are considered mitigated for by conveyance of the Dedication Property and, accordingly, will not be subject to any future traffic studies, including Land Development Traffic Assessments for residential development on the Remainder Property. Modifications to the Concurrency Development from time to time, which do not result in an increase in transportation impacts shall not affect the validity or vary the terms of this Agreement.

HELOW will seek future zoning modifications for development of portions of the Remainder Property.

**4. HELOW Obligations and Consideration**

HELOW hereby covenants and agrees to convey Dedication Property to COUNTY for its use in constructing CR 210 Widening and Greenbriar Widening. Conveyance of the Dedication Property will occur no later than sixty days following approval of this agreement by the St. Johns County Board of County Commissioners. The mutually agreed upon value of the Dedication Property is \$5,902,275.00 (Five Million Nine Hundred Two Thousand Two Hundred Seventy Five and 00/100 dollars) based on an average of the COUNTY appraisal and the HELOW appraisal.

**5. COUNTY Obligations.**

a. By executing this Agreement, the COUNTY hereby authorizes this Agreement to be used as a basis for granting traffic or transportation concurrency for development of 673 single-family residential units, or 1,439 low-rise multi-family residential units (1 to 2 stories), or 1,599 mid-rise multi-family residential units (3 stories or greater), or any combination thereof based on a conversion factor of one (1) single-family unit equals 2.138 low-rise multi-family residential units or 2.376 mid-rise multi-family residential units (not to exceed 634 p.m. peak hour trips) on the Remainder Property as provided for in Article XI of the LDC. This authority extends, however, only to the authority contemplated by Article XI of the LDC, and neither expressly nor impliedly relieves HELOW of the obligation to secure any and all other State, Federal and local permits necessary for development of the Remainder Property.

c. COUNTY recognizes conveyance of the Dedication Property for the CR 210 Widening and Greenbriar Widening as significantly benefiting the impacted transportation system in the area of the Remainder Property.

d. COUNTY agrees to grant impact fee credits for the Remainder Property as set forth herein.

6. **Authority and Duration.**

This Agreement is made and granted pursuant to the St. Johns County Land Development Code as it may be amended from time to time, and shall expire no earlier than ten (10) years after the effective date hereof unless otherwise extended by agreement of the parties hereto which approval shall not be unreasonably withheld by either party, or by tolling and extensions granted in accordance with a declaration of a state of an emergency issued by the Governor for a natural emergency in accordance with Section 252.363, Florida Statutes, or as may be otherwise amended by Florida law.

7. **Necessity to Obtain Permits.**



HELOW hereby acknowledges its obligation to obtain all necessary local development permits which may be needed for development of the Remainder Property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of the Remainder Property shall not relieve HELOW or its successors or assigns, of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable. Should COUNTY enact any future development moratoria affecting HELOW's ability to use the transportation concurrency entitlements or impact fee credits granted herein, the expiration of this Agreement shall be extended commensurate with the duration of any such moratoria to the extent allowed by law and to the extent this provision does not equate to contract zoning. Further, this Agreement shall terminate or apply toward and be accepted under any new concurrency system adopted by COUNTY or the State of Florida at the option of HELOW (no such termination shall eliminate any Impact Fee Credits due HELOW) should the COUNTY's concurrency management system be eliminated or otherwise negated, such as, but not limited to, action of the Florida Legislature. Should COUNTY change to a mobility fee or similar form of transportation concurrency system, HELOW, at HELOW's option, may opt to apply its Road Impact Fee Credits toward such fees.

**8. Impact Fees.**

Pursuant to Ordinance No. 87-57, as amended, 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, to pay a 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 in St. Johns County.

**A. Right-of-Way Dedication**

1. Pursuant to the requirements of the Agreement, HELOW has agreed to convey the Dedication Property, as outlined in Section 4 above. COUNTY has agreed to provide HELOW certain credits against the payment of Road Impact Fees based upon the total value of the Dedication Property as follows:

2. Amount. Pursuant to Section 13 of Ordinance No. 87-57, as amended, COUNTY and HELOW have agreed that the value of the Dedication Property to total \$5,902,275.00. This Dedication Property amount shall be eligible for Road Impact Fee Credits. The total Road Impact Fee Credits available shall be limited to the amount of the residential and non-residential Road Impact Fees due for the Remainder Property. HELOW may seek to apply the available Road Impact Fee Credits described herein toward any future payment of required Impact Fees to extend its Final Certificate(s) of Concurrency provided that extension of Final Certificate(s) of Concurrency shall not exceed the validity of this Agreement pursuant to Section 6 herein.

3. Method of Issuance. From and after the date thereof, all Fee payers applying for building permits or certificates of occupancy in connection with any construction within the Remainder Property shall pay the amount due under the Road Impact Fee Ordinance directly to HELOW. Then, for so long as the total Road Impact Fee Credits for which HELOW has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, HELOW shall issue such Fee payer a voucher evidencing full payment of Road Impact Fees in connection with such Fee payer's application for a building permit or certificate of occupancy. The voucher issued by HELOW shall contain a statement setting forth the amount of Road Impact Fee paid and shall be in substantially the same form as set forth on the attached **Exhibit "C"**. Upon presentation of such voucher by the Fee payer, the COUNTY shall issue a receipt to the Fee payer. If a voucherless Impact Fee Credit System is adopted in the future,

nothing in this paragraph will prohibit HELOW from utilizing COUNTY's adopted voucherless system.

4. Sale of Development. In the event HELOW may determine to sell all or part of its Remainder Property, HELOW may sell, transfer, assign, or convey all or part of its allocation of transportation concurrency entitlements and corresponding Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use only within the Remainder Property for such consideration as HELOW determines. In such event, HELOW shall execute and deliver to the COUNTY, a copy of the instrument selling, transferring, assigning or granting their allocation of the transportation concurrency entitlements and corresponding Road Impact Fee Credits, or portion thereof to a Fee Payer. HELOW acknowledges that only one Impact Fee Credit account may exist at any given time for the Remainder Property. HELOW will maintain an accounting of all outstanding transportation concurrency entitlements and Road Impact Fee Credits.

5. Limitations on Assignability. In no event shall HELOW sell, transfer, assign or convey all or part of the Road Impact Credits outside the Remainder Property, without the approval of the COUNTY. Road Impact Fee Credits can be applied to extend any final certificate of concurrency.

9. Remedies and Monitoring.

- a. If any party hereto fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief.
- b. Should COUNTY believe HELOW to be in default under this Agreement, COUNTY shall give HELOW thirty (30) days written notice of the default and allow HELOW the opportunity to cure any such default.

10. Future Impact Fee Levys, Assessments, and Refunds.

a. Nothing in this Agreement shall be deemed to require the COUNTY to continue to levy or collect Road Impact Fees, or, if levied, to levy them for any certain amount.

b. Notwithstanding any other provision in this Agreement, no land, except the Remainder Property, shall be, implicitly or explicitly, considered approved for transportation concurrency, by virtue of this Agreement.

**11. Binding Effect.**

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

**12. Applicable Law; Jurisdiction of Venue.**

This Agreement, and the rights and obligations of the parties hereto as they may appear herein, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in state court in St. Johns County, Florida. The parties waive trial by jury. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the development of the Remainder Property shall not relieve any party, or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms, and restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of any portion of the Remainder Property.

**13. Joint Preparation.**

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**14. Exhibits.**

All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

**15. Captions or Paragraph Headings.**

Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

**16. Counterparts.**

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

**17. Effective Date.**

This Agreement shall become effective as of the date of recording.

**18. Amendment.**

This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Land Development Code.

**19. Duration of Permits.**

HELOW acknowledges, except for the extension of the concurrency certificate(s) as hereinabove enumerated, this Agreement does not extend the duration of any other permits or approvals.

**20. Further Assurances.**

Each of the parties hereto agrees, to the extent permitted by law, to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the COUNTY, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

**21. Notices.**

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 HELOW:

Mr. Joseph P. Helow  
Helow Properties, LTD.  
7545 Centurion Parkway, Suite 102  
Jacksonville, Florida 32256

With copy to:

Douglas N. Burnett, Esq.  
St. Johns Law Group  
104 Sea Grove Main Street  
St. Augustine, Florida 32080

and:

William J. Schilling Jr., P.E.  
Kimley-Horn and Associates, Inc.  
12740 Gran Bay Parkway West, Suite 2350  
Jacksonville, Florida 32258

**22. Miscellaneous Provisions:**

a. This Agreement and any Exhibits 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.

b. This Agreement is made for the sole benefit and protection of the parties (their successors and assigns) and no other persons shall have any right of action hereunder.

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

d. Once the Dedication Property has been conveyed to COUNTY, the COUNTY is obligated to issue Road Impact Fee Credits in the amount of \$5,902,275.00. The rights granted to HELOW hereunder for issuance of future concurrency certificate(s) for development of 673 single-family residential units, or 1,439 low-rise multi-family residential units (1 to 2 stories), or 1,599 mid-rise multi-family residential units (3 stories or greater), or any combination thereof based on a conversion factor of one (1) single-family unit equals 2.138 low-rise multi-family residential units or 2.376 mid-rise multi-family residential units within the Remainder Property expire upon termination of this Agreement. The Road Impact Fee Credits shall survive the termination of this Agreement and shall continue for so long as there remain any unused Road Impact Fee Credits.

**[SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Witness:

**ST. JOHNS COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
Name: Hunter S. Conrad,  
County Administrator

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

Date: \_\_\_\_\_

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 \_\_\_\_\_, 20\_\_\_\_, by Hunter S. Conrad as County Administrator for St. Johns County, Florida.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Witness:

**HELOW PROPERTIES, LTD.**

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

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

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

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

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

Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as Managing Member for Helow Properties, LTD.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

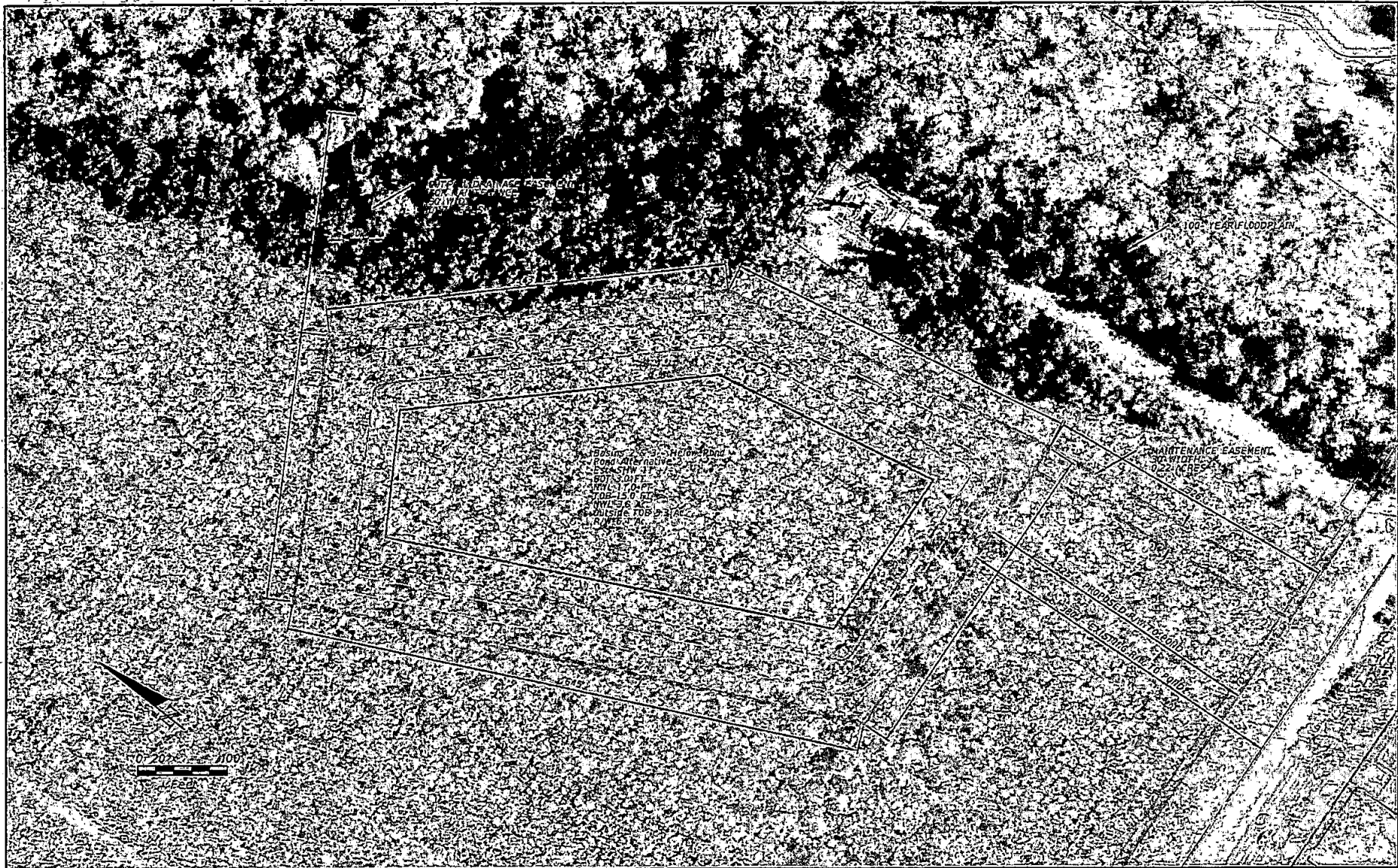
Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

Exhibit A  
Dedication Property

The dedication property consist of the following:

1. That 55' and 75' ROW Reservation as shown on PUD Drawing Bk 32 Page 74 attached as Exhibit A-1. Said strip lying immediately adjacent to and northerly of the CR 210 W and Greenbriar Rd right of way.
2. That 75' strip lying immediately adjacent to and northerly of Greenbriar Rd right of way. Said strip being bounded on the east by the west end of the 75' ROW Reservation as shown on PUD Drawing Bk 32 Page 74 and bounded on the west by the west line of Section 22, Township 5 South, Range 27 East.
3. That 6.4 acre pond site and access easement as generally configured and shown on attached Exhibit A-2.





THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61615-23.004, F.A.C.

REVISIONS		Exhibit A-2	ST. JOHNS COUNTY ENGINEERING DIVISION		CR 210 EXHIBIT HELOW POND	SHEET
DATE	DESCRIPTION		ROAD NO.	COUNTY		NO.
			CR 210	ST. JOHNS		

- NOTES:**
1. PROPERTY BOUNDARIES ARE BASED ON ST. JOHNS COUNTY GIS DATA.
  2. PROPERTY BOUNDARIES INCLUDE THE FOLLOWING PARCELS AS IDENTIFIED BY THE ST. JOHNS COUNTY PROPERTY APPRAISER:  
PIN'S 001330 - 0000, 001750 - 0010, 002060 - 0010, 009860 - 0010, 009871 - 0000, 009873 - 0000, 009880 - 0000, 009890 - 0000, 009893 - 0000, 009910 - 0010, 009920 - 0010, 00940 - 0050.
  3. 2, 458 TOTAL ACRES



No.	REVISIONS	DATE	BY

**Kimley»Horn**  
 © 2021 KIMLEY-HORN AND ASSOCIATES, P.C.  
 37710 CRAVENS PARKWAY WEST, SUITE 2100  
 JACKSONVILLE, FLORIDA 32218  
 PHONE: 904-751-3377  
 WWW.KIMLEY-HORN.COM CA 0000098

KHA PROJECT  
 0453000005  
 DATE  
 05/17/2021  
 SCALE AS SHOWN  
 DESIGNED BY KHA  
 DRAWN BY VSP  
 CHECKED BY PRJ

PREPARED FOR  
**HELOW PROPERTIES, LTD.**  
 ST. JOHNS COUNTY  
 FLORIDA

**EXHIBIT B**  
**REMAINDER PROPERTY**

SHEET NUMBER  
**B-1**

EXHIBIT "C"

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

SAMPLE IMPACT FEE VOUCHER

(\_\_\_\_\_ PUD)

1. Name and address of Person entitled to Impact Fee Credits: \_\_\_\_\_
2. Name and Address of Permit Applicant: \_\_\_\_\_
3. Legal Description of subject Property: \_\_\_\_\_
4. Subdivision or Master Development Plan Name: \_\_\_\_\_

The undersigned, \_\_\_\_\_, confirms it has received from \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, funds sufficient for impact fees required for: Road Impact Fees, Ordinance #87-57, as amended, in the amount of \$ \_\_\_\_\_,00.

The undersigned, \_\_\_\_\_, gives notice to St. Johns County, Florida that the above sums should be deducted from the Road Impact Fees Credit Account.

Witness:

**HELOW PROPERTIES, LTD.**

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

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

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

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

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

Date: \_\_\_\_\_

**EXHIBIT "C"**

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

**SAMPLE IMPACT FEE VOUCHER**  
( \_\_\_\_\_ PUD)

1. Name and address of Person entitled to Impact Fee Credits: \_\_\_\_\_
2. Name and Address of Permit Applicant: \_\_\_\_\_
3. Legal Description of subject Property: \_\_\_\_\_
4. Subdivision or Master Development Plan Name: \_\_\_\_\_

The undersigned, \_\_\_\_\_, confirms it has received from \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, funds sufficient for impact fees required for: Road Impact Fees, Ordinance #87-57, as amended, in the amount of \$ \_\_\_\_\_.

The undersigned, \_\_\_\_\_, gives notice to St. Johns County, Florida that the above sums should be deducted from the Road Impact Fees Credit Account.

Witness:

**HELOW PROPERTIES, LTD.**

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

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

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

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

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

Date: \_\_\_\_\_



6.4 +/-  
Acre  
Pond  
With 0.22 +/- Acre 30' Easement

Greenbriar Rd

County Road 210 W

Pine Tree Ln

Atlas Dr

Spindrift Ct

Skipjack Ct

Burkecrest Ct

Archwood Dr

Blossberry Ct

Shoemaker Pkwy

Walden Ct

Walden Ct

Walden Ct

Walden Ct

Walden Ct

Walden Ct

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Walden Ct

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Walden Ct

Walden Ct

Walden Ct

# Helow Properties

April 28, 2021  
2019 Aerial Imagery

Land Management  
Systems  
Real Estate  
Division  
F (904) 209-0790



0 300 600  
Feet

This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Real Estate Division disclaims all responsibility for the accuracy or completeness of the data shown herein.

