

RESOLUTION NO. 2023 - 471

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE THE TRANSFER OF UNUSED PARK IMPACT FEE CREDITS FROM THE TWIN CREEKS DRI TO THE FOUNTAINS EAST APARTMENTS WITHIN THE FOUNTAINS EAST PUD.

WHEREAS, pursuant § 163.31801, Fla. Stat. (2021), the COUNTY imposes impact fees to ensure that new development bears a proportionate share of the cost of roads, parks, schools and public capital facilities necessary to serve the new development; and

WHEREAS, § 163.31801(10), Fla. Stat. (2021) allows for the transfer of unused impact fee credits to other developments under certain conditions; and

WHEREAS, the COUNTY and the developer of the Twin Creeks DRI (DEVELOPER) entered into that certain Impact Fee Agreement (Agreement) on June 27, 2016 recorded in Book 4214, Page 1571 of the Official Records of St. Johns County, Florida; consistent with the Twin Creeks DRI Development Order (Resolution 2015-240), as amended; and

WHEREAS, Section 4 of the Agreement allows for the assignment of unused park impact fee credits, subject to the approval of the COUNTY; and

WHEREAS, Section 13 of the Park Impact Fee Ordinance 87-58 provides that impact fee credits cannot be transferred without approval of the COUNTY; and

WHEREAS, the DEVELOPER has requested to transfer \$349,452 in unused park impact fee credits to the Fountains East Apartments (MULTIFAM 2021-11) project within the Fountains East PUD; and

WHEREAS, the Twin Creeks DRI and the Fountains East PUD are both located in Impact Fee District 2, and

WHEREAS, as a condition of the proposed transfer, the DEVELOPER is required to provide the County a copy of the instrument selling, transferring, assigning or granting the above-described allocation of Park Impact Fee Credits; and

WHEREAS, transferred credits may only be applied to park impact fees due and may not be used to satisfy concurrency mitigation, if required; and

WHEREAS, the COUNTY agrees that the requested transfer meets the requirements of the Park Impact Fee Ordinance, Agreement and Florida law and will complete the transfer upon receipt of the instrument conveying the credits.

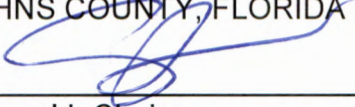
NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

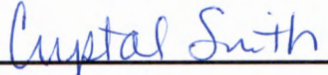
1. The above recitals are hereby adopted as findings of fact.
2. The County Administrator, or designee, is hereby authorized to approve the transfer of unused impact fee credits as described above.
3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 5th day of December, 2023.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Sarah Arnold, Chair

By: 
Deputy Clerk

Effective Date: DEC 05 2023

Rendition Date: DEC 06 2023



Prepared by and Return to:

John T. Kinsey
One Town Center Road
Suite 600
Boca Raton, FL 33486

ASSIGNMENT OF IMPACT FEE CREDITS – PARK

This Assignment of Impact Fee Credits (this “**Assignment**”) is made and entered into this _____ day _____, 20____, by and between Twin Creeks Ventures LLC, a Florida limited liability company (“TCV”), Twin Creeks Development Associates, LLC, a Florida limited liability company (“TCDA”), collectively the “**Assignors**”, and Madison Fountains Owner, LLC, a Florida limited liability company (“**Assignee**”).

WITNESSETH

WHEREAS, Assignee is the owner of the real property located in St. Johns County, Florida (the “**County**”) included in the Fountains East PUD 2020-09 (the “**Fountains East PUD**”) as more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Pursuant to that certain Impact Fee Credit Agreement (Park/Twin Creeks) recorded in Official Records Book 4214, page 1571, in the public records of the County, as assigned and amended (the “**Impact Fee Agreement**”) and subsequent construction of improvements, Assignors are the owners of Park Impact Fee Credits applicable to the Twin Creeks Development of Regional Impact 2015-03 (the “Twin Creeks Credits”);

WHEREAS, Assignors have agreed to transfer park impact fee credits totaling \$349,452.00 (the “Assigned Credits”) of the Twin Creeks Credits to the Fountains East PUD for the benefit of Assignee and Property;

WHEREAS, the parties hereto desire to evidence and confirm the assignment of the Assigned Credits by Assignors to Assignee; and to provide Assignee evidence of such assignment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, Assignors and Assignee agree as follows:

1. The above stated recitals are true and correct and are incorporated herein by reference.
2. All capitalized terms not defined herein shall have the meanings set forth in the Impact Fee Agreement.
3. Assignors hereby assign to Assignee, and Assignee hereby assumes from Assignors, all of Assignors’ right, title and interest to Park Impact Fee Credits in the amount of \$349,452.00, to be used by Assignee for Assignee’s permitting of multi-family residential construction within the Property. By execution of this Assignment, St. Johns County is hereby authorized to transfer \$349,452.00 of the available park impact fee credits from the Twin Creeks Development of Regional Impact 2015-03 to the Fountains East PUD.

4. Assignors represent and warrants to Assignee that Assignors, prior to the effective date of this Assignment, are in material compliance with all of the terms of the Impact Fee Agreement and that the rights of Assignors as to the Impact Fee Credits assigned hereby have not previously been assigned.

5. This Assignment shall inure to the benefit of and be binding upon Assignors and Assignee. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

6. The parties hereby agree that they will cooperate and execute any documents reasonably necessary to facilitate the intent of this Assignment. This Assignment shall be governed and construed in accordance with the laws of the State of Florida.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Assignors, and Assignee have caused this agreement to be executed as of the day and year as indicated above.

“TCV”

TWIN CREEKS VENTURES LLC, a Florida limited liability company

Witness

By: _____
Print: _____
Its: _____

Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, ___ by physical presence or ___ by online notarization, this _____ day of _____, 2023, by _____, the Manager of Twin Creeks Ventures LLC, a Florida limited liability company, on behalf of the company, who ___ is personally known to me or ___ has produced _____ as identification.

Notary Public, State and County Aforesaid

Sign: _____
Print Name: _____
My commission expires:

“TCDA”

TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a
Florida limited liability company

Witness

By: _____
Print: _____
Its: _____

Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, ___ by physical presence or ___ by online notarization, this _____ day of _____, 2023, by _____, the Manager of Twin Creeks Development Associates, LLC, a Florida limited liability company, on behalf of the company, who ___ is personally known to me or ___ has produced _____ as identification.

Notary Public, State and County Aforesaid

Sign: _____
Print Name: _____
My commission expires:

“Assignee”

MADISON FOUNTAINS OWNER, LLC, a Florida limited liability company

Witness

By: _____
Print: _____
Its: _____

Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, ___ by physical presence or ___ by online notarization, this _____ day of _____, 20___, by _____, the _____ of Madison Fountains Owner, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

Notary Public, State and County Aforesaid

Sign: _____
Print Name: _____
My commission expires:

Exhibit "A"

The Property

Fountains East – Madison – Location

Address: 70 Teigan Trail, St. Johns, FL 32259

Property ID: 0262500050

Twin Creeks DRI –
Transferor Property



Fountains East –
Transferee property

LOCATION MAP



SUPPORTING DOCUMENTS

TWIN CREEKS DRI PARK IMPACT FEE CREDIT AGREEMENT

PARK IMPACT FEE CREDIT AGREEMENT

(Park/Twin Creeks)

Res 2016-175

THIS IMPACT FEE CREDIT AGREEMENT (“**Agreement**”) is made this 27 day of June, 2016, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** (the “**County**”), and **TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC**, a Florida limited liability company (“**TCDA**”), and **TWIN CREEKS VENTURES LLC**, a Florida limited liability company (“**TCV**”, and together with TCDA, collectively, “**Developer**”).

RECITALS:

A. TCDA and TCV are the Developer and projected Feepayers (as defined below) for certain lands (the “**Development Property**”) contained within the Twin Creeks Development of Regional Impact (“**Project**”), as described and approved in St. Johns County Resolution No. 2015-240 (DRI MOD 2015-03) and Ordinance No. 2015-52 (MAJMOD 2015-04), as may be amended from time to time.

B. St. Johns County Ordinance No. 87-58 (“**Park 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 for a park and/or park capital improvements made or funded by the Developer as identified in this Agreement.

C. Section 13 of the County Park Impact Fee Ordinance provides that the Developer is entitled to certain impact fee credits for the dedication of park land and for park capital improvements, as set forth in detail in Special Condition 29 of the Twin Creeks Development of Regional Impact Amended and Restated Development Order approved as Resolution No. 2015-240 (the “**DRI DO**”).

D. The Park 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 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.

E. The Park Impact Fee Ordinance allows for impact fee credits to be granted for the dedication of certain real property to the County for park lands and for the construction of park capital improvements, as set forth more fully in Special Condition 29 of the Twin Creeks DRI DO (“**Park Impact Fee Credits**”).

F. Pursuant to Section 13 of the County Park Impact Fee Ordinance, Developer is dedicating a 22-acre park land site for a Community Park, as more particularly described in the legal description and sketch of description attached hereto as **Exhibit “A”** (the “**Community Park**”), and making certain other improvements, which are recognized as meeting the requirements for Park Impact Fee Credits.

G. Pursuant to the terms of the Park Impact Fee Ordinance, the County and Developer desire to set forth their agreement and a procedure for the application 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 are hereby acknowledged, the parties agree as follows:

1. The above stated Recitals are incorporated herein as Findings of Facts.
2. The total Park Impact Fee Credits for the Development Property will be calculated as the sum shown on **Exhibit "B"** attached hereto and incorporated herein by this reference in the maximum amount of Three Million Two Hundred Thirty Thousand Four Hundred Fifty-Eight and No/100 Dollars (\$3,230,458.00). Such Park Impact Fee Credits shall be awarded to the Developer, its successors and assigns, immediately upon the Developer taking each of the actions described in **Exhibit "B"**. Impact fee credits will not be available for the design, permitting and construction of the four (4) lighted, multi-purpose fields within the Community Park or design, permitting, bonding and constructing an access road with related water and sewer utilities from the Development Property to the Community Park site until actual costs for such items are provided to the County. The executive summary from the appraisal report for the 22-acre Community Park being dedicated to the County is attached hereto as **Exhibit "C"** 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 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 paid directly to the 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 each 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 Developer's Park 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 "D"** 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 Park 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 Park Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Park 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 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 Development Property and the remaining balance of Park Impact Fee Credits.
6. 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 Development Property 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 Development Property shall be instructed by the County to pay its Park 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 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 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 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 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. This Agreement may be executed in counterparts each of which shall constitute an original and together shall constitute one and the same instrument.
- 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: Twin Creeks Development Associates, LLC
Twin Creeks Ventures, LLC
Attn: John Kinsey
1 Town Center Road, Suite 600
Boca Raton, Florida 33486

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.

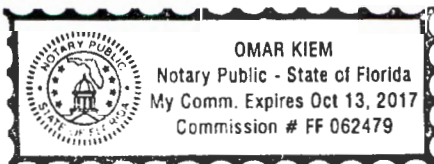
DEVELOPER:

TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

By: *John T. Kinsey*
 John T. Kinsey, Manager

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

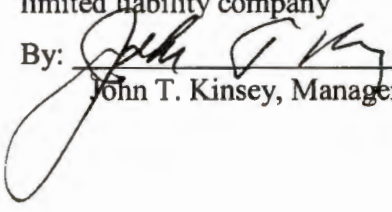
The foregoing instrument was acknowledged before me this 1st day of June, 2016, by John T. Kinsey, as Manager of Twin Creeks Development Associates, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has provided n/a as identification.



[Signature]
 Notary Public, State of _____
 Print Name: _____
 My Commission Expires: _____
 My Commission No.: _____

DEVELOPER:

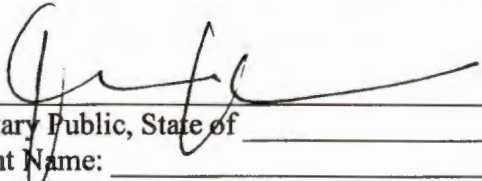
TWIN CREEKS VENTURES LLC, a Florida limited liability company

By: 
John T. Kinsey, Manager

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1st day of June, 2016, by John T. Kinsey, as Manager of Twin Creeks Ventures LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has provided n/a as identification.

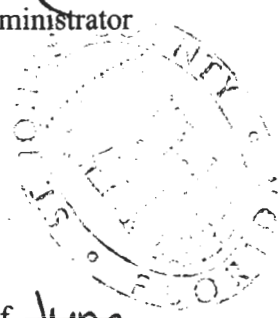



Notary Public, State of _____
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

COUNTY:

ST. JOHNS COUNTY, FLORIDA

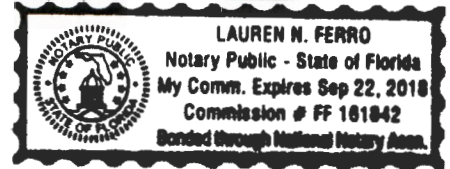
[Signature]
Michael Wanchick, County Administrator



STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 27 day of June, 2016, by Michael Wanchick, County Administrator, who is personally known to me or who has provided _____ as identification.

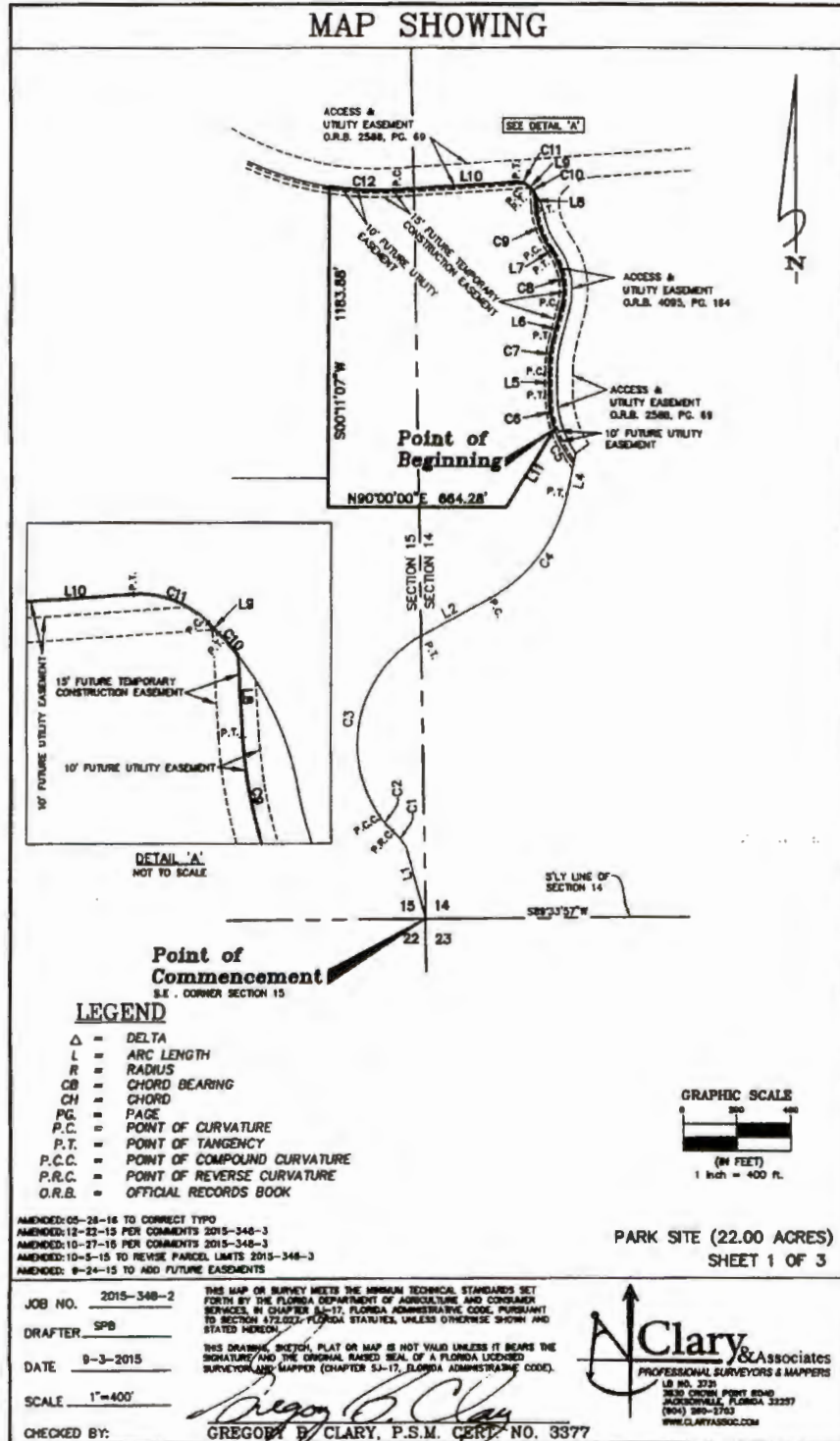
[Signature: Lauren N. Ferro]
Notary Public, State of Florida
Print Name: _____
Commission Expires: _____
Commission No.: _____



LEGALLY SUFFICIENT
[Signature]
Name
Date: 6-23-16

EXHIBIT "A"

Map & Legal Description of 22-Acre Community Park



MAP SHOWING

LINE TABLE		
LINE	LENGTH	BEARING
L1	272.84'	N14°59'21"W
L2	287.18'	N61°36'00"E
L4	113.12'	N11°55'36"E
L5	85.97'	N00°13'42"W
L6	122.62'	N14°58'51"E
L7	4.50'	N36°17'22"W
L8	50.73'	N03°46'28"W
L9	9.27'	N44°44'34"W
L10	445.52'	S86°13'32"W
L11	343.24'	N31°59'36"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	DIRECTION	CHORD
C1	83.09'	314.27'	15°08'53"	N40°17'01"W	82.84'
C2	74.61'	318.58'	13°25'08"	N41°06'54"W	74.44'
C3	771.05'	460.00'	96°02'19"	N13°34'50"E	663.90'
C4	498.21'	574.66'	49°40'25"	N36°45'48"E	482.75'
C5	149.22'	410.00'	20°42'45"	N28°34'51"W	147.41'
C6	128.78'	410.00'	17°59'47"	N09°13'35"W	128.25'
C7	121.84'	460.00'	15°10'32"	N07°21'36"E	121.48'
C8	214.62'	240.00'	51°14'13"	N10°40'16"W	207.54'
C9	175.92'	310.00'	32°30'55"	N20°01'55"W	173.57'
C10	17.81'	180.00'	5°40'04"	N41°54'33"W	17.80'
C11	51.35'	60.00'	49°01'53"	N69°15'31"W	49.79'
C12	255.88'	1140.00'	12°51'55"	N87°20'30"W	255.44'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON SOUTHERLY LINE OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SOUTH 89°33'57" WEST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE: CLARY MAP FILES # R9-2A, # TSS-400, # TSS-401, # TSS-440, AND # TSS-448 & ANGAS BOUNDARY # 1156-26C.

AMENDED: 05-28-18 TO CORRECT TYPO
 AMENDED: 12-22-18 PER COMMENTS 2015-348-3
 AMENDED: 10-27-18 PER COMMENTS 2015-348-3
 AMENDED: 10-5-18 TO REVISE PARCEL LIMITS 2015-348-3
 AMENDED: 9-24-18 TO ADD FUTURE EASEMENTS

PARK SITE (22.00 ACRES)
 SHEET 2 OF 3

JOB NO. 2015-348-2
 DRAFTER SPB
 DATE 9-3-2015
 SCALE 1"=400'
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SECTION, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE).

Gregory B. Clary
 GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS

LB NO. 3726
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 980-1700
 WWW.CLARYASSOC.COM

MAP SHOWING

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 14°59'21" WEST, 272.84 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 314.27 FEET, AN ARC DISTANCE OF 83.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°17'01" WEST, 82.84 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 318.58 FEET, AN ARC DISTANCE OF 74.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°08'54" WEST, 74.44 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 480.00 FEET, AN ARC DISTANCE OF 771.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°34'50" EAST, 683.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°36'00" EAST, 287.18 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 574.68 FEET, AN ARC DISTANCE OF 498.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°45'48" EAST, 482.75 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°55'36" EAST, 113.12 FEET, TO THE TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 148.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°34'51" WEST, 147.41 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE NORTHERLY, CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 128.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°13'35" WEST, 128.25 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°13'42" WEST, 85.97 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 121.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°21'35" EAST, 121.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°38'51" EAST, 122.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 240.00 FEET, AN ARC DISTANCE OF 214.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°40'16" WEST, 207.54 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 36°17'22" WEST, 4.50 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 175.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°01'55" WEST, 173.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°46'28" WEST, 50.73 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY AND TO THE SOUTHERLY LINE OF AN ACCESS AND UTILITY EASEMENT DESIGNATED SOUTH ROAD PARCEL, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2588, PAGE 69 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE NORTHWESTERLY AND SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID ACCESS AND UTILITY EASEMENT, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 17.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°34'33" WEST, 17.80 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 44°44'34" WEST, 9.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 3: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 51.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°15'31" WEST, 49.79 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 86°13'32" WEST, 445.52 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 5: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1140.00 FEET, AN ARC DISTANCE OF 255.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°20'30" WEST, 255.44 FEET, TO A POINT ON SAID CURVE; THENCE SOUTH 00°11'07" WEST, 1183.88 FEET; THENCE NORTH 90°00'00" EAST, 664.28 FEET; THENCE NORTH 31°59'36" EAST, 343.24 FEET, TO THE POINT OF BEGINNING.

CONTAINING 22.00 ACRES MORE OR LESS.

AMENDED: 05-28-18 TO CORRECT TYPO
 AMENDED: 12-22-15 PER COMMENTS 2015-348-3
 AMENDED: 10-27-15 PER COMMENTS 2015-348-3
 AMENDED: 10-3-15 TO REVISE PARCEL LIMITS 2015-348-3
 AMENDED: 9-24-15 TO ADD FUTURE EASEMENTS

PARK SITE (22.00 ACRES)
 SHEET 3 OF 3

JOB NO. 2015-348-2
 DRAFTER SPB
 DATE 9-3-2015
 SCALE 1"=400'
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, ARCHIT. PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE).

Gregory B. Clary
 GREGORY B. CLARY, P.S.M. CERT. NO. 3377



EXHIBIT "B"

Park Impact Fee Credit Calculation

1. Contribution and dedication to the County of the **Community Park**, the location of which is set forth in Section 29 of DRI DO. Appraised value of park property \$1,100,000.00.

2. Prior to the start of Phase 2 of the Project, design, permitting, bonding and construction of four (4) lighted, multi-purpose fields within the Community Park and design, permitting, bonding and constructing an access road with related water and sewer utilities from the Development Property to the Community Park site. Estimated cost \$2,130,458.00. Impact fee credits will not be available for the park improvements until actual costs for design, permitting, bonding and construction of the fields and utilities are provided to the County. The amount of impact fee credits for the fields and utilities will be based on actual expenses.

Total: \$3,230,458.00

EXHIBIT "C"

Park Site Appraisal Executive Summary

Integra Realty Resources
Jacksonville

6278 Dupont Station Court
Unit 2
Jacksonville, FL 32217

T 904.296.8995
F 904.296.8996
www.irr.com



November 10, 2015

South Jacksonville Properties, LLC
1951 NW 19th Street, Suite 200
Boca Raton, FL 33431

SUBJECT: Market Value Appraisal
 Portion of Twin Creeks
 CR 210
 Ponte Vedra, St. Johns County, Florida 32081
 IRR - Jacksonville File No. 170-2015-0570

To whom it may concern,

Integra Realty Resources – Jacksonville is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property. The client for the assignment is South Jacksonville Properties, LLC, and the intended use is for land donation purposes.

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, applicable state appraisal regulations, and the appraisal guidelines of South Jacksonville Properties, LLC. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

The subject is a 22.0 acre tract of raw zoned land situated south of County Road 210 in Northern St. Johns County. The subject is proposed for donation to the County for use as a park. The subject's parent tract contains 925.82 gross acres. The parent parcel is zoned PUD

(Twin Creeks DRI - Original approval via Res. 2005-208; Substantial deviation approval via Res. 2012-01), Planned Unit Development, which permits mix of residential, retail and office.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	October 29, 2015	\$1,100,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. None

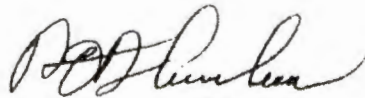
The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. None

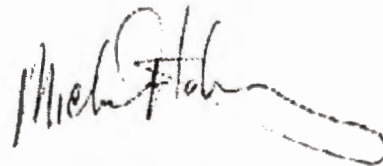
If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - JACKSONVILLE



Robert Crenshaw, MAI, FRICS
State-Certified General Real Estate Appraiser
Florida Certificate # RZ 709
Telephone: 904-296-8995, ext. 215
Email: rcrenshaw@irr.com



Michael Hotaling
State-Certified General Real Estate Appraiser
Florida Certificate # RZ 3226
Telephone: 904-296-8995, ext. 209
Email: mhotaling@irr.com



EXHIBIT "D"

Voucher # _____

St. Johns County Impact Fee Voucher
TWIN CREEKS
DEVELOPMENT OF REGIONAL IMPACT

- 1. Name and address of Developer/Grantor: Twin Creeks Development Associates, LLC
1 Town Center Road, Suite 600
Boca Raton, Florida 33486

Twin Creeks Ventures LLC
1 Town Center Road, Suite 600
Boca Raton, Florida 33486
- 2. Name and address of Grantee: _____
- 3. Legal description of subject property: See attached Exhibit "A"
- 4. Subdivision or Master Development Plan name: Twin Creeks Development of Regional Impact

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.

_____ Parks Ordinance No. 87-58 in the amount of \$ _____

TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

By: _____
Print: _____
Its: _____

TWIN CREEKS VENTURES LLC, a Florida limited liability company

By: _____
Print: _____
Its: _____

RESOLUTION NO. 2016-175

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 TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC and TWIN CREEKS VENTURES, LLC.

WHEREAS, Twin Creeks Development Associates, LLC and Twin Creeks Ventures LLC are the developers (collectively, the "**Developer**") of certain lands contained within Twin Creeks (the "**Project**") as described and approved in St. Johns County Resolution No. 2015-240 (DRI MOD 2015-03) and Ordinance No. 2015-52.

WHEREAS, St. Johns County Ordinance No. 87-58 ("**Park 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.

WHEREAS, in accordance with Section 13 of the County Park Impact Fee Ordinance, the Developer is entitled to certain impact fee credits for construction of park improvements and dedication of lands for park use, as identified in the Twin Creeks Development of Regional Impact Amended and Restated Development Order (the "**DRI DO**").

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

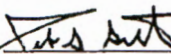
Section 1. The County Administrator is hereby authorized to approve and execute an Impact Fee Credit Agreement with Twin Creeks Development Associates, LLC and Twin Creeks Ventures, LLC substantially in the form of that which is attached hereto and incorporated herein by reference for those dedications 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 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 21st day of June, 2016.

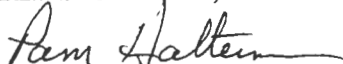
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**



Jeb S. Smith, Chair

Attest: _____

HUNTER S. CONRAD, CLERK

By: 

Deputy

RENDITION DATE 6/23/16
2007067_1

