

RESOLUTION NO. 2024- 352

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 QUOC MAI

WHEREAS, Quoc Mai is the Developer of certain lands contained within the MAI Office Complex COMM 2024-02 (the "Project") as described and approved in St. Johns County Ordinance No. 2024-23; 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 dedicated to St. Johns County 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, Quoc Mai is entitled to certain impact fee credits for the dedication 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 Quoc Mai substantially in the form of that which is attached hereto and incorporated herein by reference for those dedications identified within the Road Impact Fee Ordinance which are eligible for impact fee credits.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the agreement in the official records of St. Johns County, Florida.

Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.


PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 3rd day of September, 2024.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA



Sarah Arnold
Its Chair

Rendition Date SEP 03 2024

ATTEST:
BRANDON J. PATTY, Clerk of the Circuit Court & Comptroller
By: 
Deputy Clerk



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

Road Facilities Impact Fees

THIS AGREEMENT is made this _____ day of _____, 202_ by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **QUOC MAI** ("Developer").

RECITALS:

- A. **QUOC MAI**, ("Developer") is the Developer and projected Impact Feepayer of certain lands contained within the **MAI OFFICE COMPLEX** ("Project"), as described and approved in St. Johns County Ordinance No. **2024-23**.
- 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 **17** feet of right-of-way along the frontage of the Project fronting **OLD MOULTRIE ROAD** (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 **OLD MOULTRIE ROAD** (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 \$ 30,000 (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 FeePAYERS 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 FeePayer 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 FeePayer 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:

Joy Andrews, 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:

Quoc Mai
2510 US1 S, Suite D
St. Augustine, FL 32086

[SIGNATURES ON FOLLOWING PAGES]

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

Witness:

Developer

Logan Brown

Name: Logan Brown

Crystal Roth

Name: Crystal Roth

By: Quoc Mai

Name: Quoc Mai

Its: Owner & Developer

STATE OF Florida

County OF St. Johns

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this 11th day of July, 2024, by Quoc Mai, as _____ of _____, a Florida corporation, on behalf of the company, who is (check one) is personally known to me or has produced a valid driver's license as identification.

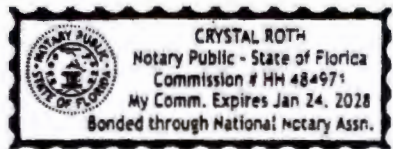
Crystal Roth

Print Name: Crystal Roth

Notary Public

My Commission Expires: January 24, 2028

Commission Number: HH 484971



Witness:

St. Johns County, Florida

Name: _____

Name: _____

By: _____

Name: Joy Andrews,
County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of (check one)
 physical presence or online notarization, this ___ day of _____, 202_, by Joy Andrews, 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, who is (check one)
 is personally known to me or has produced a valid driver's license as identification.

Print Name: _____
Notary Public

My Commission Expires: _____
Commission Number: _____

Exhibit "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, SAINT JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 656, PAGE 1056, OF SAINT JOHNS COUNTY, FLORIDA; THENCE N 89 DEGREES 36 MINUTES 05 SECONDS W, 171.08 FEET; THENCE N 00 DEGREES 27 MINUTES 00 E, 31.596 FEET; THENCE N 89 DEGREES 33 MINUTES 00 SECONDS W, 135.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OLD MOULTRIE ROAD (A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) TO THE POINT OF BEGINNING; THENCE N 00°27'00" E, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 115.45', THENCE N 89°36'05"E, A DISTANCE OF 17.00'; THENCE S 00°27'00" W, A DISTANCE OF 115.47'; THENCE S 89°33'00" W, A DISTANCE OF 17.00' TO THE POINT OF BEGINNING.

CONTAINING 1,963 SQUARE FEET OR 0.05 ACRES MORE OR LESS.

Exhibit "B"

Appraisal dated May 9, 2024

PACETTI APPRAISAL SERVICES INC.

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EXECUTIVE SUMMARY

PROPERTY TYPE : Vacant commercial land

LOCATION : East side of the Old Moultrie Road, approximately 1,300 feet north of Lewis Point Road. The address is 2410 Old Moultrie Road, St. Augustine, FL 32086.

DATE OF VALUE : May 6, 2024

DATE OF INSPECTION : May 6, 2024

DATE OF APPRAISAL : May 9, 2024

PURPOSE OF APPRAISAL : To provide the following opinions of value for the above referenced property:

- "As Is" Market Value - Fee Simple Interest

PROPERTY DESCRIPTION : The Subject's parent tract consists of an irregular shaped parcel of land, Parcel #135090-0000, that contains 34,346± square feet, or 0.788± acres. The site contains 116± feet of frontage along the east side of Old Moultrie Road.

The proposed taking involves a strip of land that runs along the western border of the Subject's parent site, parallel with Old Moultrie Road. The strip of land has a quadrilateral shape that runs the entire length of the western border of the site or 116± feet, and is 17± feet wide. This strip of land contains a total of 1,972± square feet. The Subject is at the grade of the adjacent roadway and appears to be all usable uplands.

All sizes and dimensions were taken from a site plan as provided by the owner, and are subject to an official survey.

ZONING : CN, Commercial Neighborhood, by St. Johns County, FL.

LAND USE PLAN : MU, Mixed Use, by St. Johns County, FL.

HIGHEST AND BEST USE : Future development of a professional or medical office building.

VALUE OPINIONS
(As of May 6, 2024)

"AS IS" MARKET VALUE
FEE SIMPLE INTEREST : \$30,000

Exhibit "C"

(Sample Impact Fee Voucher)

Voucher # _____

ST. JOHNS COUNTY IMPACT FEE VOUCHER

(MAI OFFICE COMPLEX)

Name and address of Developer/Grantor: QUOC MAI

Name and address of Grantee: 2510 US1 S, Suite D, ST AUGUSTINE FL 32086

Legal description of subject property: (see attached sketch)

4. Subdivision or Master Development Plan name: MAI Office Complex

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: _____