14	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

7/17/2018

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **June 11, 2018**

FROM: **Heather Stahl, Transportation Planner** **PHONE:** **904 209-0613**

SUBJECT OR TITLE: **PFS AGREE 2018-01 Markland (Southaven PUD) Proportionate Fair Share Agreement**

AGENDA TYPE: **Consent Agenda, Contract**

BACKGROUND INFORMATION:

Southaven Land Associates, LLC (Applicant) has proposed a Proportionate Fair Share Agreement (Agreement) to mitigate for proportionate transportation impacts to International Golf Parkway and I-95, pursuant to Section 11.09.04.B of the Land Development Code, to meet transportation concurrency requirements for the Southaven PUD. The PUD was approved by the BCC May 6, 2014 for the development of 10 additional single family units in addition to the previously approved 345 single family units. The total proportionate fair share (PFS) for project impacts to Link 74.2 (International Golf Parkway from N. Frances Road to Eastern Boundary of Southaven) and on Link 132 (I-95 from International Golf Parkway to CR 210) is $65,115.00 as detailed in Exhibit B of the Agreement. The PFS is required to be paid no later than two years after approval of the Agreement or within thirty days written notice by the County of its intent to commence construction of roadway improvements. In addition, payments are required prior to plat approval based on the percentage of development on each plat. The proportionate share is allocated toward improvements to IGP or other capacity improvements within the project impact area to be determined by the County. Road impact fee credit for the total PFS amount ($65,115.00) is included as a component of the Agreement to be awarded when payments are received.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to approve PFS AGREE 2018-01 and authorize the County Administrator to execute the Markland (Southaven PUD) Concurrency and Impact Fee Credit Agreement, finding that the proposed Agreement is consistent with Section 11.09 of the Land Development Code.

For Administration Use Only:
Legal: PS 6/29/2018 **OMB: WS 7/6/2018** **Admin: DML 7/9/2018**

Growth Management Department

TRANSPORTATION DEVELOPMENT DIVISION REPORT

Application for Proportionate Fair Share Agreement
File Number: PFS AGREE 2018-01
Markland (Southaven PUD)

To:	Board of County Commissioners
From:	Heather Stahl, Transportation Planner Growth Management Department
Date:	June 21, 2018
Subject:	PFS AGREE 2018-01, request for approval of the Markland (Southaven PUD) Proportionate Fair Share Agreement to mitigate for transportation impacts to International Golf Parkway and I-95 for Markland (Southaven PUD)
Applicant:	Southaven Land Associates, LLC
Representative:	Kathryn Whittington, Esq., Whittington Law, PLLC
Hearing dates:	Board of County Commissioners **– July 17, 2018 Consent Agenda**
Commissioner District:	District 5

REQUEST SUMMARY

Southaven Land Associates, LLC (Applicant) has proposed a Proportionate Fair Share Agreement (Agreement) to mitigate the project's transportation impacts to International Golf Parkway and I-95 pursuant to Section 11.09.04.B of the Land Development Code in order to meet transportation concurrency requirements for the Southaven PUD, consisting of 10 single family units in addition to the previously approved 345 single family units.

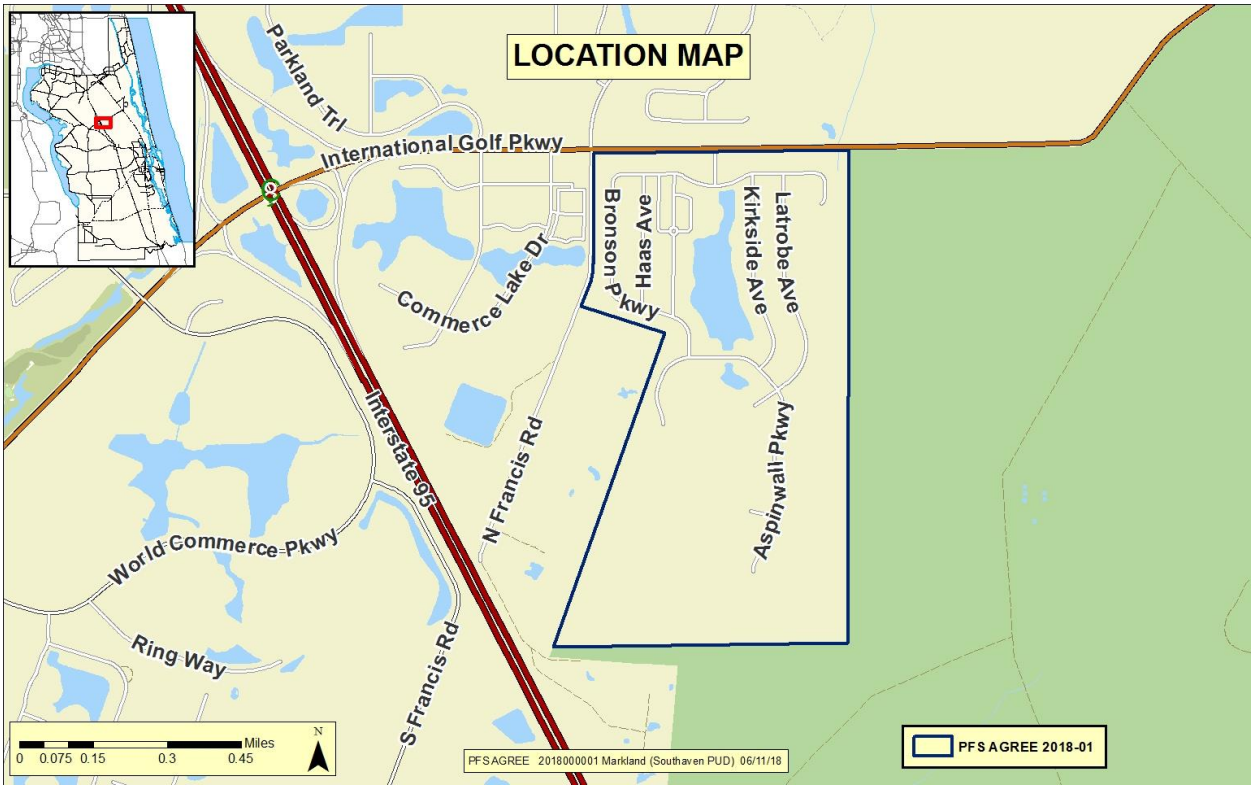
BACKGROUND

The Southaven PUD (PUD 2013-14) was approved by the BCC May 6, 2014 for the development of 345 single family units. A Minor Modification to the Southaven PUD (MINMOD 2017-15) was approved by the Planning and Zoning Agency on April 5, 2018 for the development of 10 additional single family units.

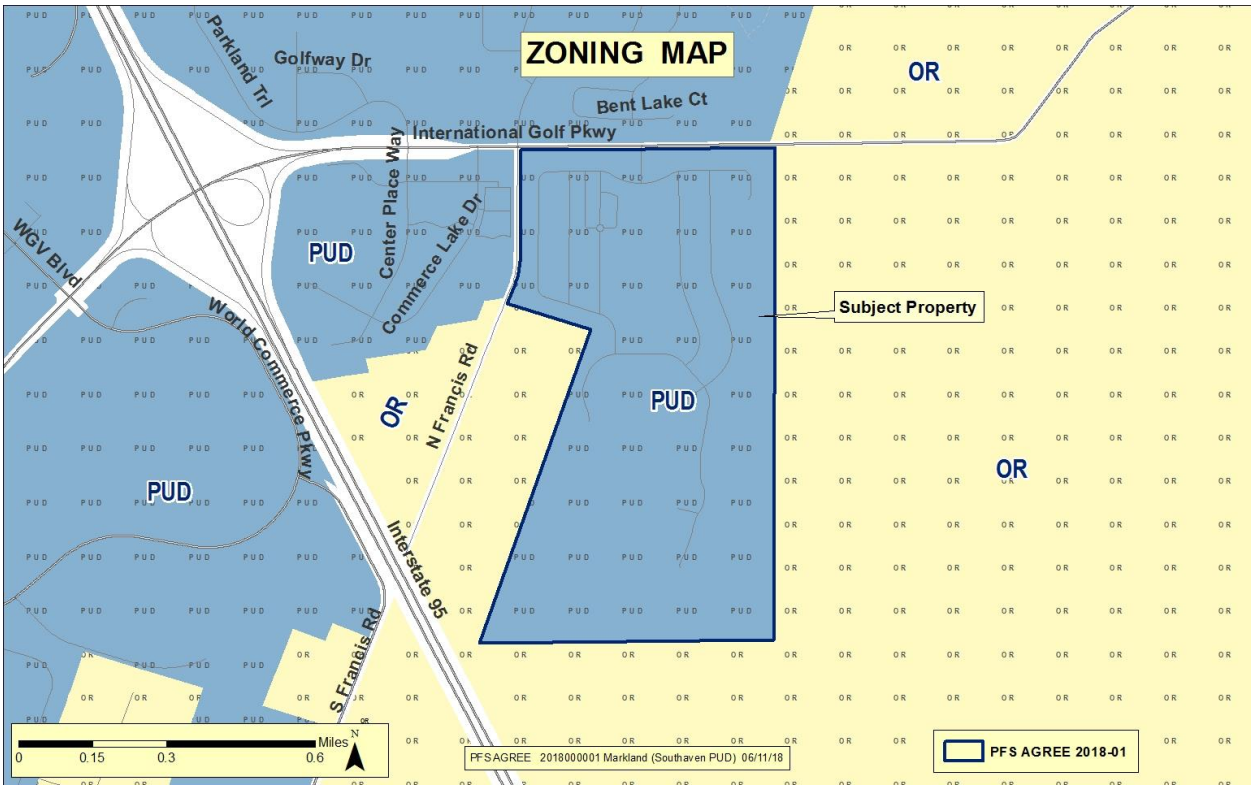
Staff review of the Application for Concurrency Determination for Markland (Southaven PUD) (CONMAJ 2018-02) indicated inadequate capacity on IGP and I-95 to accommodate project impacts for the development of 10 additional single family units. A staff finding of inadequate transportation capacity on Link 74.2 (International Golf Parkway from N. Frances Road to Eastern Boundary of Southaven) and on Link 132 (I-95 from International Golf Parkway to CR 210) was issued on March 30, 2018.

MAP SERIES

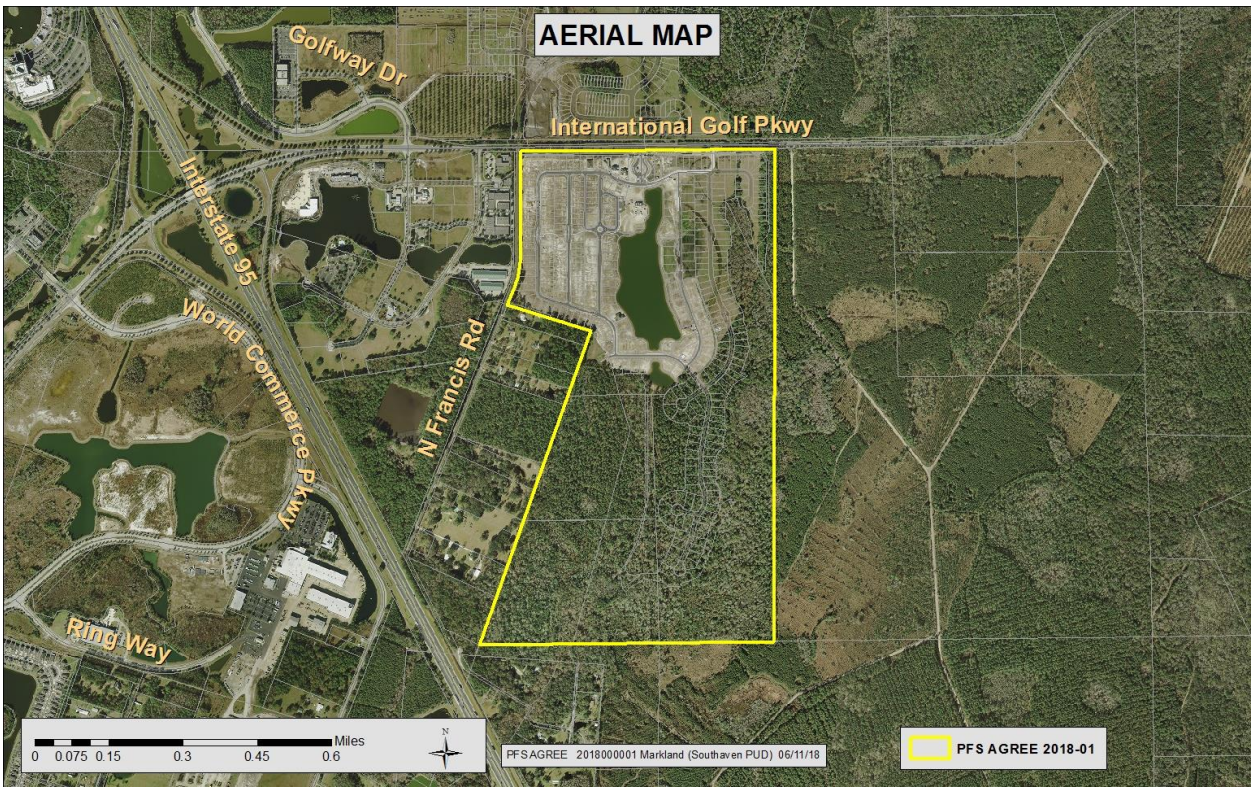
Location: The Southaven PUD is located on the south side of IGP just east of N Francis Rd.



Zoning: The property is zoned PUD for the development of a total of 355 single family units.



2016 Aerial Imagery: Project currently has Subdivision Construction Plan approval for 345 units and is under construction.



CONCURRENCY PROPORTIONATE FAIR SHARE PROVISIONS

The project's proportionate fair share (PFS) is calculated to be $65,115.00 as detailed in Exhibit B of the Agreement. The project's proportionate share will be paid no later than the amendment to the County Five-Year Schedule of Capital Improvements or within two (2) years of approval, whichever comes first. In addition, payments are required prior to plat approval based on the percentage of development on each plat. The proportionate share is allocated toward improvements to IGP or other capacity improvements within the project impact area to be determined by the County.

ADDITIONAL PROVISIONS

Road Impact Fee Credit

The proposed Agreement includes a request for road impact fee credit for the project's proportionate fair share in the total amount of $65,115.00. Based on the current impact fee schedule (10/1/2017), the estimated road impact fees associated with the proposed development would range from $41,050.00 to $50,770.00 based on the Residential impact fee categories. The Agreement acknowledges that the road impact fee credits granted by this Agreement are limited to the amount of road impact fees which are due or become due from the proposed development.

TECHNICAL REVIEW

The Transportation Development Division has routed this request to all appropriate reviewing departments. There are no outstanding comments.

The Transportation Development Division finds that the proposed Proportionate Fair Share Agreement meets the general requirements and intent of Section 11.09 of the Land Development Code.

RECOMMENDED ACTION

Staff recommends approval based on the finding that the request is consistent with Article XI of the Land Development Code.

ATTACHMENTS

1. Recorded Document Section – proposed Markland (Southaven PUD) Proportionate Fair Share Agreement

ATTACHMENT 1

DOCUMENTS TO BE RECORDED

MARKLAND (SOUTHAVEN PUD)

PROPORTIONATE FAIR SHARE AGREEMENT

PFS AGREE 2018-01

CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT
(Proportionate Fair Share Methodology, LDC Section 11.09.04)

THIS CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2018, by and between **SOUTHAVEN LAND ASSOCIATES, LLC,** a Delaware limited liability company, its heirs, successors or assigns, ("Developer"), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "County").

W I T N E S S E T H:

WHEREAS, Developer is the developer of the real property described in **Exhibit "A"** attached hereto (the **"**Development Property**"**), which land is currently designated as Residential C land use and has Planned Unit Development zoning pursuant to St. Johns County Ordinance 2014-21, as amended (the "Southaven PUD") and Developer intends to develop the Development Property as set forth below and in accordance with the Southaven PUD; and

WHEREAS, Ordinance 2014-21 approved development of up to 345 single-family residential units within the Southaven PUD (the "Original Development') and Resolution 2018-03 approved an additional ten (10) single-family units (the "Additional Development'), as more particularly described in Planning and Zoning Agency Resolution 2018-03; and

WHEREAS, adequate transportation capacity existed at the time of approval of the Southaven PUD under Ordinance 2014-21 for 345 single-family residential units under concurrency certificate CONMAJ 2013-06; and

WHEREAS, a finding of inadequate transportation capacity for an application for concurrency determination (CONMAJ 2018-02) was issued by St. Johns County on March 16, 2018 with a finding that Staff analysis indicated inadequate transportation capacity on Link 74.2A

(International Golf Parkway from N. Frances Road to Eastern Boundary of Southaven) and on Link 132 (I-95 from International Golf Parkway to CR 210); for the Additional Development; and

WHEREAS, Developer seeks by this Agreement to obtain a determination by the County that adequate public facilities and services are available ("Concurrency") for the Additional Development; and

WHEREAS, a Concurrency and Impact Fee Agreement is required for the Developer to develop the Additional Development; and

WHEREAS, the 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 the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors; and

WHEREAS, School Concurrency is excluded from this Agreement, and any school deficiencies will be mitigated for by a separate School Concurrency Proportionate Share Mitigation Agreement with the School Board of St. Johns County; and

WHEREAS, Developer seeks by this Agreement to obtain a certificate of concurrency for the Additional Development benefiting the Development Property; and

WHEREAS, Developer seeks by this Agreement to set forth its obligation regarding payment for County-initiated transportation improvements to IGP or other capacity improvements within the project impact area reasonably related to impacts of the Additional Development to be determined by the County at its sole discretion (the "Roadway Improvements") pursuant to Section 163.3180, Florida Statutes and Section 11.09.04.B of the LDC to mitigate for the Development's proportionate fair share impacts; and

WHEREAS, the transportation improvements and other activities to be made or performed by the County using the Developer's proportionate fair share contribution will advance the implementation of the County's adopted Traffic Circulation Element as contained within the 2025 EAR-based Amendments to the St. Johns County Comprehensive Land Use Plan and will provide a significant benefit to the impacted transportation system by improving the overall Level of Service on the impacted transportation system; and

WHEREAS, the County deems it to be in the public interest to recognize the contributions of Developer in improving the transportation system in the portion of the County in which the Development Property is located; and

WHEREAS, pursuant to the County requirements of the LDC, Developer is providing funds for the Roadway Improvements that are recognized as meeting the requirements for Road Impact Fee Credits, as defined herein below; and

WHEREAS, St. Johns County Road Impact Fee Ordinance #87-57, as amended, allows impact fee credits to be granted for proportionate fair share payments and certain improvements ("Road Impact Fee Credits"); and

WHEREAS, Developer desires to enter into this Agreement to set forth the conditions under which a Final Certificate of Concurrency, as that term is defined in the LDC, for traffic impacts may be issued for the Additional Development to be developed on the Development Property, and pursuant to the terms of Ordinance #87-57, as amended, set forth the terms and conditions upon which Road Impact Fee Credits shall be available and used; and

WHEREAS, the County has determined that Developer is making a binding commitment for itself and its successors and assigns in the Additional Development and the Development

Property to the County to fund a portion of the transportation facilities necessary to mitigate the impacts of the Additional Development pursuant to Section 11.09.04.B of the LDC; and

WHEREAS, Developer desires to make these binding commitments to fund a proportionate fair share of the construction of the necessary public facilities to achieve available capacity pursuant to Section 11.03.01.A.2 of the LDC; and

WHEREAS, the LDC, as amended from time to time, allows the County's execution of such Agreement; and

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

WHEREAS, Developer or its successors or assigns will be required to pay road impact fees as set forth in Ordinance #87-57, as amended ("Road Impact Fees") for roads in connection with the Additional Development. As a result, Developer is a "Feepayer" as defined in Ordinance #87-57, as amended, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee credits to Feepayers under certain circumstances; and

WHEREAS, this Agreement will provide a mechanism for the management of the Road Impact Fee Credits to which Developer shall or may become entitled by the terms hereof; and

WHEREAS, a commitment to contribute funds for the proportionate share of construction costs of an improvement is necessary for Developer to obtain a final certificate of concurrency for the Additional Development.

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 grant any owner of the Development Property, or any portion thereof, transportation concurrency as provided for in Concurrency Certificate No. CONMAJ 2018-02 as required for the construction of the Additional Development 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 the Concurrency Certificate, as appropriate, by Developer; and

b. to recognize transportation improvements to be proportionately funded by Developer as providing significant benefit to the impacted transportation system in the area of the Development Property.

3. Densities and Intensities Statement.

The Southaven PUD allows the development of up to a total of 355 single-family residential units, as more particularly described in the Southaven PUD. This Agreement seeks traffic concurrency for the Additional Development only.

Amendments to the zoning classification and/or the proposed Development from time to time, which do not increase the transportation impacts beyond the development intensities proposed or allowed therein or the equivalent thereof as identified in the traffic impact analysis report submitted in support of any such ordinance and the request for concurrency, shall not affect the validity or vary the terms of this Agreement. If a zoning and/or development change is made that in any way increases such transportation impacts as set forth herein, this Agreement shall not be effective only as to the incremental development causing the increased impacts, but such incremental development shall not limit or impair any rights, privileges and benefits afforded by this Agreement.

4. Developer's Total Proportionate Share Obligation

a. The engineer's opinion of probable construction costs estimated to improve all deficient roadways within the Southaven PUD's Traffic Impact Area equate to a total cost of $42,515,248.00, of which the proportionate fair share for the Additional Development is calculated to be $65,115.00 as detailed in the attached **Exhibit "B"** (the "PFS Amount").

b. The Developer shall pay its PFS Amount ($65,115.00) for the Additional Development no later than two (2) years from the approval of this Agreement provided, however, that prior to plat approval for any portion of the Additional Development, a proportionate fair share payment based upon the number of trips allocated to that portion of the development within the final construction plan set is required. The remaining portion(s) of the PFS Amount shall be due prior to construction plan approval of any portion of the remaining Development, based upon the number of trips allocated to that portion of the Additional Development.

c. The Developer commits to pay the PFS Amount for traffic impacts to facilitate the Roadway Improvements as defined herein.

5. <u>County Obligations.</u>

a. By executing this Agreement, the County hereby authorizes this Agreement to be used as a basis for granting transportation concurrency for the Additional Development 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 Developer of the obligation to secure any and all other State, Federal and local permits necessary to authorize the Additional Development contemplated by this Agreement. The County shall issue a Final Certificate of Concurrency (CONMAJ 2018-02) upon approval of this Agreement (as of the Effective Date, which Final Certificate of Concurrency may precede the approval of this Agreement for the Additional Development and may be conditioned upon the approval of this Agreement and in compliance with the conditions set forth herein.

b. The County assumes all obligations for the completion of the Roadway Improvements.

c. Upon payment of the PFS Amount, all of the required trips will remain reserved in perpetuity and no further payment or mitigation will be due for the Additional Development.

d. The County recognizes the Roadway Improvements as significantly benefiting the impacted transportation system.

e. The County has adopted or will adopt the Roadway Improvements into the County's Five-Year Schedule of Capital Improvements in the County's Capital Improvements Element ("CIE") of its Comprehensive Plan at its next scheduled update.

6. Authority and Duration.

This Agreement is made and granted pursuant to the St. Johns County LDC and Florida Statute 163.3180, as they may be amended from time to time, and is effective from the Effective Date through the expiration of the Final Certificate of Concurrency, unless otherwise extended by extension of the Final Certificate of Concurrency or by agreement of the parties hereto. In the event the Final Certificate of Concurrency is extended, the duration of this Agreement shall also be automatically extended.

7. Extension of Agreement: Subsequent Change.

The duration of this Agreement may be extended by the County. If the County modifies the LDC with respect to the Concurrency Management System subsequent to the execution of this Agreement, or if a change in circumstances warrants such that the Roadway Improvements do not represent the best method for mitigation of transportation impacts, the County may pursue such other method so long as the rights granted to Developer in this Agreement are not adversely impacted and remain unchanged, and the payment obligations of the Developer do not increase.

8. Necessity to Obtain Permits.

Developer hereby acknowledges its obligation to obtain all necessary local development permits which may be needed for the Development Property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the Development Property shall not relieve Developer or its heirs, successors or assigns, of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable. In the event Developer encounters unanticipated delays in obtaining the

required permits, or is unable to obtain the required permits, the County will not unreasonably deny, upon a showing of good cause, a request to extend the timeframes contemplated herein.

9. Impact Fees.

Pursuant to Ordinance #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. Roadway Improvements. Pursuant to the requirements of this Agreement, Developer has agreed to provide funds for the Development's proportionate share of the Roadway Improvements to the County for the Additional Development, as outlined in Section 4 above.

b. Amount. The Developer has requested and the County has agreed to provide Developer with certain road impact fee credits equal to the PFS Amount of $65,115.00 pursuant to Section 13 of Ordinance #87-57, as amended. Cash payment of the PFS Amount paid to the County shall be eligible for Road Impact Fee Credits on a "dollar for dollar" basis. The total Road Impact Fee Credits available shall be limited to the amount of Road Impact Fees due for the Development Property. Road Impact Fee Credits shall be awarded to Developer when any portion of the cash payment of the PFS Amount is paid as provided under this Agreement.

c. Method of Issuance. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the Development Property shall pay the amount due under the Road Impact Fee Ordinance, directly to the Developer to the extent there remain unused road impact fee credits available within the

Southaven PUD Road Impact Fee credit account. 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 Impact Fee Credits for which the Developer has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, Developer shall issue such Feepayer a voucher evidencing full payment of Road Impact Fees in connection with such Feepayer's application for building permit or certificate of occupancy. The voucher issued by Developer shall contain a statement setting forth the amount of Road Impact Fee paid, and an example of said voucher is included as **Exhibit "C"** to this Agreement. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer and deduct the amount of such voucher from the Southaven PUD's Road Impact Fee Credit Account. In the event that the County institutes an alternate mechanism to the current vouchers for Road Impact Fee Credits, such as a voucherless system, Developer and Feepayer may use said alternate system.

d. Sale of Development. In the event Developer may determine to sell all or part of its Property, Developer may sell, transfer, assign, or convey all or part of its allocation of Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use only within the Development Property for such consideration as Developer determines. In such event, Developer shall execute and deliver to the County, a copy of the instrument selling, transferring, assigning or granting its allocation of the Road Impact Fee Credit, or portion thereof to a Feepayer. Developer acknowledges that only one Impact Fee Credit account may exist at any given time for the Development Property.

e. Limitations on Amount/Assignability/Use. In no event shall Developer sell, transfer, assign or convey all or part of the Road Impact Credits for use outside the Development Property, without the approval of the County. Further, Developer acknowledges the total amount of such Road Impact Fee Credits may be further limited by Section 13 of Ordinance #87-57, as amended, and in effect at the time this Agreement becomes effective and Developer covenants and agrees that it will not challenge by any judicial proceeding the interpretation of the County Attorneys' office that the Road Impact Fee Credits identified or granted by this Agreement are limited to the extent and/or amount of Road Impact Fees which are due or become due from the Southaven PUD. Road Impact Fee Credits can be applied to extend the Final Certificate of Concurrency.

10. Remedies.

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. Notwithstanding anything to the contrary herein, Developer obligations are expressly subject to Developer commencing development of the Development Property and said development requiring payment for concurrency pursuant to applicable Florida law.

11. Future Impact Fee Assessments, Proportionate Fair Share 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 Development Property, shall be, implicitly or explicitly, considered approved for concurrency, by virtue of this Agreement.

c. In the event that the proposed or constructed Additional Development is so modified as to create a net reduction of impacts to the impacted transportation system from those outlined in Section 3 herein and its related application for concurrency (CONMAJ 2018-02), Developer shall have the right to obtain a pro rata reduction by modification of this Agreement pursuant to the review and approval of a Concurrency Certificate Modification that results in reduced transportation impacts. In the event that the proportionate fair share obligation described at Section 4 above of this Agreement has already been met for any portion of the Additional Development, Developer shall hold a transportation concurrency credit for the Development Property that may be applied to a subsequent phase or portion of the Southaven PUD Development equal to the pro rata reduction based on reduced transportation impacts.

12. 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.

13. 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 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 contemplated by this Agreement 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 Development Property.

14. 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.

15. Exhibits.

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

16. Captions or Paragraph Headings. Captions and paragraphs 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.

17. Counterparts.

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

18. Effective Date.

This Agreement shall become effective the date it is recorded in the Public Records of St. Johns County, Florida (the "Effective Date"). If this Agreement is not executed by the Developer and delivered to the County within thirty (30) days of approval, this Agreement shall be come null and void.

19. Amendment.

This Agreement may be amended by mutual written consent of the parties so long as the amendment meets the requirements of the LDC.

20. Duration of Permits.

Developer acknowledges, except for the extension of the concurrency reservation of transportation capacity as hereinabove enumerated, this Agreement does not extend the duration of any other permits or approvals.

21. 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 reasonable 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.

22. Notices.

Any notices or reports required by this Agreement may be sent electronically via email or by 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested and shall be sent to the following (or to such other place as an party may by notice to the other specify):

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 Sebastian View St. Augustine, Florida 32084
For Developer:	Southaven Land Associates, LLC c/o Michael Harrison Five Ravinia Drive Atlanta, GA 30346
With copy to:	Walter O'Shea 11512 Lake Mead Avenue, Ste. 603 Jacksonville, FL 32256
With copy to:	Kathryn F. Whittington, Esq. Whittington & Avery-Smith, PLLC 236 San Marco Avenue St. Augustine, FL 32084

23. <u>Miscellaneous Provisions</u>:

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 under this Agreement.

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. If the Developer has met all of its obligations hereunder, then, the rights granted to Developer hereunder shall survive the termination of this Agreement and shall continue for so long as there remain any unused Road Impact Fee Credits.

e. Nothing in this Agreement shall act to allow Developer to receive Road Impact Fee Credits for contributions provided by a government entity including, but not limited to a Community Development District but if a Community Development District makes such payments on behalf of a party, then it shall be entitled to the Road Impact Fee Credits.

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

DEVELOPER:

Witnesses:

Southaven Land Associates, LLC a Delaware limited liability company

By: Hines Interests Limited Partnership, a Delaware limited liability partnership, its managing Member

By: Hines Holdings, Inc., a Texas corporation, its general partner

_____
Name: _____

By: _____
Name: Michael T. Harrison
Its: Senior Managing Director

_____
Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____, 2018, by Michael T. Harrison, as Senior Managing Director of HINES HOLDINGS, INC., a Texas corporation, as the general partner of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited liability partnership, the managing member of SOUTHAVEN LAND ASSOCIATES LLC, a Delaware limited liability company, on behalf of the company.

_____
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission #
My Commission Expires:
Personally Known
or Produced I.D.
[check one of the above]
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:

ST. JOHNS COUNTY, FLORIDA

_____
Name: _____

By: _____
Name: Michael D. Wanchick,
County Administrator

_____
Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this _____ day of _____, 201__, by Michael D. Wanchick, who is the County Administrator for St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida. He is personally known to me.

_____
NOTARY PUBLIC, State of Florida
Name: _____

My Commission Expires: _____
My Commission Number is: _____

EXHIBIT "A"

OR BK 3898 PG 413

Exhibit A

All of the West one-half of the West one-half of Section 13, together with a portion of Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the corner common to Sections 14 and 23, and Section 38, the Antonio Huertas Grant, said Township and Range; thence Northeasterly and Northwesterly along the Easterly and Northerly lines of said Section 38 the following two courses: Course One, thence North 19°37'31" East, 3555.09 feet; Course Two, thence North 72°29'22" West, 937.57 feet to its intersection with the Easterly right of way line of North Francis Road, a 64.50 foot right of way as monumented; thence Northerly along said Easterly right of way line the following three courses: Course One, thence North 21°31'00" East, 238.72 feet to the point of curvature of a curve concave Westerly, having a radius of 648.39 feet; Course Two, thence Northerly along the arc of said curve, through a central angle of 21°04'12", an arc length of 238.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 10°58'54" East, 237.10 feet; Course Three, thence North 00°26'48" East, 1184.49 feet to a point lying on the Southerly right of way line of International Golf Parkway, also known as Nine Mile Road, a 66 foot right of way as monumented; thence North 89°35'44" East, along said Southerly right of way line, 1327.60 feet to an angle point in said Southerly right of way line; thence North 89°12'28" East, continuing along said Southerly right of way line, 1392.59 feet to an intersection with the Easterly line of said West one-half of the West one-half of Section 13, as monumented, said line also being the Westerly line of those land described and recorded in Official Records Book 1568, page 482 of the public records of said county; thence South 00°10'32" West, along said Easterly line, 5261.16 feet to a point lying on the Northerly line of Section 24, said Township and Range; thence South 89°19'05" West, along said Northerly line and along the Northerly line of said Section 23, a distance of 3146.00 feet to the Point of Beginning.

Table 5
Total Proportionate Fair Share Estimate

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Roadway	Link ID	Termini	Number of Lanes	Length (mi)	MSV	PM Pk Hr Total Traf	Improvement Description	Improved MSV	Increase in MSV	Cost/Mile (Year 2016)	Structure Cost (Year 2016)	Intersection / Signal Cost (Year 2016)	2016 Total Construction Cost	19% R/W	Engineering: 46%	2016 Total Cost	% Share	Proportionate Share (2016)
International Golf Pkwy.	74.2A	N. Francis Road to Eastern Boundary of Southaven	2	0.52	1,460	7	New Construction, 4 Lane Divided Rural Road with 2' Paved Shoulders Inside and 5' Paved Shoulders Outside	3,200	1,740	$4,209,662	$0	$1,610,000	$3,799,024	$0	$1,747,551	$5,546,575	0.40%	$ 22,314
I-95	132	International Golf Parkway to CR 210	6	5.96	9,190	3	Widen 6 Lane Interstate to 8 Lanes (in Median); Mill & Resurface Existing; 10' Paved Shoulders Inside and Out	12,170	2,980	$4,105,808	$0	$0	$24,470,616	$4,649,417	$13,395,215	$42,515,248	0.10%	$ 42,801
Total Build-Out Transportation Mitigation																		**$ 65,115**

Total Proportionate Fair Share = $ 65,115

EXHIBIT "B"

Exhibit "C"

Example of Voucher

ST. JOHNS COUNTY IMPACT FEE VOUCHER
Southaven PUD Additional Development

Voucher No. _____

1. Name and Address of Grantor:
_____
_____
_____

2. Name and Address of Grantee: _____

3. Legal Description of Subject Property: **See Exhibit A attached hereto.**

4. Subdivision or Master Development Plan Name:_____

The undersigned 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. Grantor gives notice to St. Johns County, Florida, that the following sums should be deducted from the applicable Impact Fee Credit Account of _____.

____ Roads Ordinance #87-57 in the amount of $_____

SOUTHAVEN LAND ASSOCIATES LLC,
a Delaware limited liability company

By: Hines Interests Limited Partnership, a Delaware limited liability partnership, its managing Member

By: Hines Holdings, Inc., a Texas corporation, its general partner

By: _____
Walter O'Shea
Managing Director

END OF RECORDED SECTION