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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

8/20/2024

BCC MEETING DATE

TO: Joy Andrews, County Administrator **DATE:** July 22, 2024

FROM: Jan Trantham, Senior Transportation Planner **PHONE:** 904 209-0611

SUBJECT OR TITLE: IFA 2024-03 Impact Fee Agreement - Katepally Community Commercial PUD CR 210 ROW Dedication

AGENDA TYPE: Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

5720 Two Ten, LLC is the Developer of the Katepally Community Commercial PUD located on the west side of CR 210 West just north of the CR 210/Longleaf Pine Pkwy/CR 16A intersection. The proposed Road Impact Fee Credit Agreement seeks to establish impact fee credit for the dedication of 25 feet of right of way (ROW) along the frontage of the proposed PUD for the future widening of CR 210 West to a four-lane roadway, which is recognized as meeting the requirements for Road Facilities Impact Fee Credits. The impact fee credit amount is by appraisal, dated May 16, 2024, in the amount of \$126,000 for an approximate .50 acres of land (21,945 sq. ft.). The impact fee credit will be awarded following the conveyance and acceptance of the subject property by the BCC.

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 adopt Resolution 2024-_____, authorizing the County Administrator, or designee, to execute the Impact Fee Credit Agreement with 5720 Two Ten, LLC, (IFA 2024-03) establishing a total road impact fee credit of \$126,000.00.

For Administration Use Only:
Legal: Kealey West 8/7/2024 **OMB:** LF 8/7/2024 **Admin:** Colin Groff 8/8/2024

RESOLUTION NO. 2024- _____

**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 5720
TWO TEN, LLC**

WHEREAS, 5720 Two Ten, LLC is the Developer of certain lands contained within the 5720 CR 210 W (the Project) as described and approved in COMM 2023-102; and

WHEREAS, Section 13 of St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Facilities Impact Fee Ordinance (“Road Impact Fee Ordinance”) allows 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 Agreement attached hereto and incorporated herein; and

WHEREAS, in accordance with the County Road Impact Fee Ordinance, 5720 Two Ten, LLC is entitled to certain impact fee credits for dedication of right-of-way to the County to facilitate future improvements of CR 210 W.

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 5720 Two Ten, LLC 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

_____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Sarah Arnold
Its Chairman

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 _____, 2024 by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **5720 TWO TEN LLC**, ("Developer").

RECITALS:

- A. **5720 Two Ten LLC**, ("Developer") is the Developer and projected Impact Feepayer of certain lands contained within the **Katepally Family Community Commercial PUD (PUD 2022-15)** ("Project"), as described and approved in St. Johns County **Ordinance No. 2022-15, as amended**.
- 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 25 feet of right-of-way along the frontage of the Project fronting County Road 210 W (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 County Road 210 W (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 **\$126,000** (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 Project.

5. On or before January 31 of each year, so long as there remains any Road Facilities Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Facilities Impact fee payments made by the Fee payers applying for building permits or certificates of occupancy within the Project and the remaining balance of Road Facilities Impact Fee Credits.
6. At such time as the Road Facilities Impact Fee Credits provided for hereunder have been exhausted, Developer or the Fee payer seeking building permits or certificates of occupancy within the Project shall pay the County the Road Facilities Impact Fees as are then due and payable under the Road Facilities Impact Fee Ordinance in effect at that time. Until such time, any Fee payer within the project shall be instructed by the County to pay its Road Impact Fees directly to Developer.
7. Miscellaneous Provisions
 - a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the County's Road Facilities Impact Fee Ordinance and other applicable ordinances. Any and all applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable.
 - b. The Parties agree that Road Facilities Impact Fee Ordinance Section 13 limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due for the Project. The parties further agree that they will not challenge in any judicial proceeding and will accept the interpretation of the County Attorney's Office that the Road Facilities Impact Fee Credits identified or granted by this Agreement are limited to the amount of Impact Fees which are due or become due within the Development.
 - c. In construing the Agreement, the singular shall be held to include the plural, and the plural shall include the singular, the use of any gender shall include every other and all gender and captions and paragraph headings shall be disregarded.

- d. All of the exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.
- e. The Agreement, and any Exhibits and/or addendum made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
- f. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- g. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.
- h. This agreement is recognized as being subject to the laws of Florida and the Ordinances of St. Johns County, Florida and therefore all applicable provisions thereof are incorporated herein and if any provision hereof is inconsistent with such provisions, such provision shall apply.
- i. The Developer must be a feepayer as referenced in the applicable impact fee ordinance to receive impact fee credits under this ordinance.
- j. Nothing in this Agreement shall act to allow an entity to receive impact fees credits for contributions provided by a government entity including, but not limited to, a Community Development District.
- k. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Impact Fees, or, if levied, to levy them for any certain amount.
- l. Any notices or reports required by this Agreement shall be sent to the following:

For the County: County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

With Copy to: County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

For the Developer: 5720 Two Ten LLC
305 Huguenot Lane
St. Johns, Florida 32259

[SIGNATURES ON FOLLOWING PAGES]

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

Witness:

5720 Two Ten LLC

By: _____

Name: _____

Name: _____

Its: _____

Name: _____

STATE OF _____

County OF _____

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 202_, by _____, 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.

Print Name: _____

Notary Public

My Commission Expires: _____

Commission Number: _____

Witness:

St. Johns County, Florida

By: _____

Name: _____

Name: Joy Andrews,
County Administrator

Name: _____

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 OF RIGHT-OF-WAY DEDICATION

A RIGHT OF WAY EXPANSION LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 210 WEST (AN ESTABLISHED 100 FOOT RIGHT OF WAY) WITH THE EAST LINE OF SAID SECTION 32; THENCE SOUTH 42 39'45" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 856.73 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 5276, PAGE 1495 OF SAID COUNTY; THENCE NORTH 36 55'27" WEST, DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 25.42 FEET; THENCE SOUTH 42 39'45" WEST, DEPARTING SAID EASTERLY LINE AND ALONG A LINE PARALLEL WITH THE SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 867.32 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 01 41'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 35.76 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 42 39'45" EAST, DEPARTING SAID WEST LINE AND ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 888.30 FEET TO THE POINT OF BEGINNING.

SAID RIGHT OF WAY EXPANSION CONTAINING 0.50 ACRES, MORE OR LESS.



EXECUTIVE SUMMARY

| | |
|--------------------------------|--|
| Property Name | Future Right-of-Way |
| Address | Portion of 5720 County Road 210 West St. Johns, St. Johns County, Florida 32259 |
| Property Type | Vacant Land |
| Owner of Record | 5720 Two Ten, LLC |
| Tax ID Number | Portion of 010180-0000 |
| Gross Land Area | 0.50 acres; 21,945 SF |
| Wetlands | 0.09 acres; 3,950 SF (18.6%, estimate based on parent tract wetlands) |
| Upland Acres | 0.41 acres; 17,995 SF |
| Zoning Designation | PUD (Planned Unit Development) Katepally Community Commercial PUD, Ordinance #2023-44 |
| Current Use | Vacant Land |
| Highest & Best Use - As Vacant | Future right-of-way |
| Exposure Time | 12± months |
| Marketing Period | 12± months |
| Date of Report | May 16, 2024 |

Value Conclusion

| Appraisal Premise | Interests Appraised | Date of Value | Value Conclusion |
|----------------------|---------------------|----------------|------------------|
| "As Is" Market Value | Fee Simple | April 29, 2024 | \$126,000 |

The values above are subject to definitions, assumptions and limiting conditions set forth in the accompanying report of which this summary is part. No party other than the client and intended user may use or rely on the information, opinions and conclusions contained in the report. It is assumed that the user of the report has read the entire report.

Extraordinary Assumptions & Hypothetical Condition

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or 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, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

Exhibit "C"

(Sample Impact Fee Voucher)

Voucher # _____

ST. JOHNS COUNTY IMPACT FEE VOUCHER

(5720 CR 210 W)

Name and address of Developer/Grantor: **5720 Two Ten, LLC, 305 Huguenot Ln, St. Johns, FL 32259**

Name and address of Grantee: _____

Legal description of subject property: _____

4. Subdivision or Master Development Plan name: **Katepally Family Community Commercial PUD**

The undersigned Developer/Grantor confirms that it has received from **5720 Two Ten, LLC** 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 \$ _____

5720 Two Ten, LLC:

By: _____

Name: _____

Its: _____