

RESOLUTION NO. 2005- 289

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN IMPACT FEE CREDIT AGREEMENT WITH DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, pursuant to the Development Order for the Durbin Crossing Development of Regional Impact, approved by St. Johns County ("County") in Resolution No. 2003-61 on April 1, 2003 ("Development Order"), **Durbin Crossing, LLC**, a Florida limited liability company, **SilverTree Estates, LLC**, a Florida limited liability company, **Brickell Manor, LLC**, a Florida limited liability company, **Orchard Park Jax, LLC**, a Florida limited liability company, and **Durbin Crossing North, LLC**, a Florida limited liability company (collectively, the "Owner"), is obligated to complete or cause to be completed certain infrastructure improvements; and

WHEREAS, consistent with the Development Order, the Durbin Crossing Community Development District ("District") was established by rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, installing, operating, and maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, and recreation improvements; and

WHEREAS, the District presently intends to complete or cause to be completed certain roadway and recreation improvements required by the Development Order; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-57, as amended ("Road 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 ("Feepayer"), to pay a road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expense necessary to provide roads within St. Johns County; and

WHEREAS, Section 13 of the Road Impact Fee Ordinance allows impact fee credits to be granted for the construction, installation, and acquisition of certain non-site related roadway improvements ("Road Impact Fee Credits"); and

WHEREAS, in accordance with County requirements in the Road Impact Fee Ordinance, the District intends to make non-site related roadway improvements that are eligible for Road Impact Fee Credits; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-58, as amended ("Park Impact Fee Ordinance" and, together with "Road Impact Fee Ordinance," the "Impact Fee Ordinances"), the County requires a Feepayer 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 expense necessary to provide parks within St. Johns County; and

WHEREAS, Section 13 of the Park Impact Fee Ordinance allows impact fee credits to be granted for certain dedications of and improvements to park facilities ("Park Impact Fee Credits" and, together with "Road Impact Fee Credits," the "Impact Fee Credits"); and

WHEREAS, the Development Order provides that Impact Fee Credits shall be established in the name of the District where contributions of land purchased by the District or, money (including "proportionate share" or "fair share payments"), or improvements funded or constructed with funds of the District give rise to Impact Fee Credits; and

WHEREAS, the District has submitted a proposed Road and Park Impact Fee Credit Agreement to the County, a copy of which is attached as Exhibit A (the "Impact Fee Credit Agreement").

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

1. The Board of County Commissioners authorizes the County Administrator to execute the Road and Park Impact Fee Credit Agreement for those improvements and land dedications identified in the Road and Park Impact Fee Credit Agreement attached hereto as Exhibit A. The Road and Park Impact Fee Credit Agreement executed by the County Administrator shall be in substantially the same form as that attached hereto.

2. Upon acceptance by the County Administrator, the Clerk is instructed to record said Road and Park Impact Fee Credit Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 4th day of October, 2005.

BOARD OF COUNTY COMMISSIONS OF ST. JOHNS COUNTY, FLORIDA

BY: [Signature]
ITS: Chairman

ATTEST:

Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 10-6-05

ROAD AND PARK IMPACT FEE CREDIT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and among:

The **Board of County Commissioners of St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("County"); and

The **Durbin Crossing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida, with offices at 10300 N.W. 11th Manor, Coral Springs, Florida 33071 ("District").

Recitals

WHEREAS, the District was established by rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, installing, operating, and maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, and recreation improvements; and

WHEREAS, Durbin Crossing, LLC, a Florida limited liability company, SilverTree Estates, LLC, a Florida limited liability company, Brickell Manor, LLC, a Florida limited liability company, Orchard Park Jax, LLC, a Florida limited liability company, and Durbin Crossing North, LLC, a Florida limited liability company (collectively, the "Owner") own the land described in **Exhibit A** and incorporated by reference herein ("Development Property"); and

WHEREAS, pursuant to the Development Order for the Durbin Crossing Development of Regional Impact, approved by the County in Resolution No. 2003-61 on April 1, 2003 ("Development Order"), the Owner is authorized to develop a mixed use project on the Development Property; and

WHEREAS, the District presently intends to complete or cause to be completed certain roadway and park improvements required by the Development Order; and

WHEREAS, the District qualifies as a Feepayer under Ordinance No. 2005-27, by undertaking to commence land development activities such as roadway improvements and park facility improvements within the Development Property; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-57, as amended ("Road 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 ("Feepayer"), to pay a road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expense necessary to provide roads within St. Johns County; and

WHEREAS, Section 13 of the Road Impact Fee Ordinance allows impact fee credits to be granted for construction, installation, and acquisition of certain non-site related roadway improvements (“Road Impact Fee Credits”); and

WHEREAS, in accordance with County requirements in the Road Impact Fee Ordinance, the District intends to make non-site related roadway improvements that are eligible for Road Impact Fee Credits; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-58, as amended (“Park Impact Fee Ordinance” and, together with “Road Impact Fee Ordinance,” the “Impact Fee Ordinances”), the County requires a Feepayer 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 expense necessary to provide parks within St. Johns County; and

WHEREAS, Section 13 of the Park Impact Fee Ordinance allows impact fee credits to be granted for dedications of and improvements to park facilities (“Park Impact Fee Credits” and, together with “Road Impact Fee Credits,” the “Impact Fee Credits”); and

WHEREAS, the Development Order provides that Impact Fee Credits shall be established in the name of the District where contributions of land purchased by the District or, money (including “proportionate share” or “fair share payments”), or improvements funded or constructed with funds of the District give rise to Impact Fee Credits; and

WHEREAS, the District will provide to the County a Performance Bond, an Irrevocable Letter of Credit, an Escrow Agreement, or funded commitment (adequate construction funds held in trust pursuant to a bond indenture), as financial assurance that the improvements in the Development Order will be completed as required (“Financial Assurance”); and

WHEREAS, pursuant to the terms of the Impact Fee Ordinances, the County and the District desire to enter into this Agreement to set forth the terms and conditions upon which Impact Fee Credits shall be available in consideration of the District’s financing, construction, acquisition, dedication and/or installation of certain improvements and real property, and provide a framework for the management of Impact Fee Credits to which the District may be entitled.

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:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. ELIGIBLE IMPROVEMENTS.

(A) The District intends to finance, construct, acquire, and install the roadway improvements identified in **Exhibit B** attached hereto and incorporated by reference herein ("Eligible Roadway Improvements"), as required by the Development Order for the Durbin Crossing Development of Regional Impact.

(B) The District intends to dedicate and improve the park facilities identified in **Exhibit C** attached hereto and incorporated by reference herein ("Eligible Park Improvements"), as required by the Development Order for the Durbin Crossing Development of Regional Impact.

SECTION 3. IMPACT FEE CREDITS.

(A) The District's financing, construction, acquisition, and installation of the Eligible Roadway Improvements shall give rise to Road Impact Fees totaling not more than Eighteen Million, Five Hundred and Seventy-Eight Thousand, Seven Hundred and Three Dollars (\$18,578,703.00), which shall be available, in whole or in part, upon County acceptance of the District's Financial Assurance ("Road Impact Fee Credit Account").

(B) The District's financing, construction, acquisition, installation, and dedication of the Eligible Park Improvements shall give rise to Park Impact Fees totaling not more than Two Million, Two Hundred and Forty-Nine Thousand, Eight Hundred Ninety-Four Dollars (\$2,249,894.00), which shall be available upon County acceptance of the District's Financial Assurance "Park Impact Fee Credit Account").

SECTION 4. METHOD OF ISSUANCE. From and after the date thereof, so long as the District has a balance remaining in its Road Impact Fee Credit Account and Park Impact Fee Credit Account, all Feepayers applying for Electrical Energizing in connection with any construction within the Development Property shall pay the amount due under the then current Impact Fee Ordinances directly to the District. Then, for so long as the Impact Fee Credits for which the District has issued vouchers under this Agreement is less than the Impact Fee Credits authorized by this Agreement, the District shall issue to such Feepayer a voucher evidencing full payment of Road Impact Fees and Park Impact Fees. The voucher issued by the District, in substantially the same form as **Exhibit D** attached hereto and incorporated by reference herein, shall contain a statement setting forth the amount of Road Impact Fees and Park Impact Fees paid. Upon presentation of such voucher to the County 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 and Park Impact Fee Credit Account, as appropriate.

SECTION 5. ANNUAL ACCOUNTING. On or before January 31 of each year, so long as there remains a balance of Impact Fee Credits in either the Road Impact Fee Credit Account or Park Impact Fee Credit Account, the District shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Road Impact Fee and Park Impact Fee payments made by Feepayers and the remaining balance of Impact Fee Credits.

SECTION 6. COMPLETION. At such time as the Impact Fee Credits provided for hereunder have been exhausted, Feepayers seeking Electrical Energizing within the Development Property shall pay directly to the County the Road Impact Fee and Park Impact Fee as are then due and payable under the Impact Fee Ordinances in effect at that time. Until such time, Feepayers within the project shall be instructed by the County to pay its Road Impact Fee and Park Impact Fee (as applicable) directly to the District.

SECTION 7. MISCELLANEOUS PROVISIONS.

(A) 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 provision the laws and Ordinances shall apply.

(B) 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 Impact Fee Ordinances and other applicable ordinances ("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.

(C) The Parties agree that the Impact Fee Ordinances limit the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due from the project.

(D) 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.

(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 be material and relied on by each party to this Agreement.

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

(I) All notices, requests, consents and other communications under this Agreement

("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to the County:** County Administrator
St. Johns County
Post Office Drawer 349
St. Augustine, Florida 32085-0349

- B. **If to the District:** Durbin Crossing Community Development District
10300 N.W. 11th Manor
Coral Springs, Florida 33071
Attn: District Manager

With a copy to: Pappas, Metcalf, Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202
Attn: John G. Metcalf, Esq.

and

Cheryl G. Stuart, Esq.
Hopping Green & Sams
123 South Calhoun Street
Tallahassee, Florida 32301

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

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

Attest: Cheryl Strickland

St. Johns County, Florida

Print: _____
Deputy Clerk

Ben W. Adams, Jr.
County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by **Ben W. Adams, Jr.**, County Administrator for **St. Johns County, Florida**, a political subdivision of the State of Florida, on behalf of St. Johns County, Florida. He [] is personally known to me or [] has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

Attest:

**Durbin Crossing Community
Development District**

By: _____
Print: _____
Its: _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing Agreement was acknowledged before me this _____ day of
_____, 2005, by _____, as _____ of
_____.

Notary Public
Print Name: _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

**EXHIBIT A: LEGAL DESCRIPTION
OF THE DEVELOPMENT PROPERTY**

EXHIBIT B: ELIGIBLE ROAD IMPROVEMENTS
DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

The District intends to complete or cause to be completed the following roadway improvements required by the Development Order:

- (i) East/West Connector (CR-223 to Durbin Crossing). Construct a two-lane undivided urban section roadway from the intersection of the East/West Connector with CR-223 to the first intersection within the Durbin Crossing project and cause to be conveyed or dedicated by plat to St. Johns County, free of liens and encumbrances, at no cost to the County, a 150' wide right of way (for the portion outside the boundaries of Durbin Crossing) and a 130' wide right of way (for the portion inside the boundaries of Durbin Crossing) sufficient for a four-lane divided urban section from CR 223 to the first intersection with Durbin Crossing. The improvements have an estimated cost of \$1,546,382 in 2004 Dollars (does not include costs for right-of-way).
- (ii) East/West Connector (Durbin Crossing to Russell Sampson Road). Construct a four-lane divided urban section roadway from the eastern terminus of the roadway segment described in (i) above to Russell Sampson Road and cause to be conveyed or dedicated by plat to St. Johns County, free of liens and encumbrances at no cost to the County, a 130' wide right of way sufficient for a four-lane divided urban section. The construction obligations of the District with regard to this

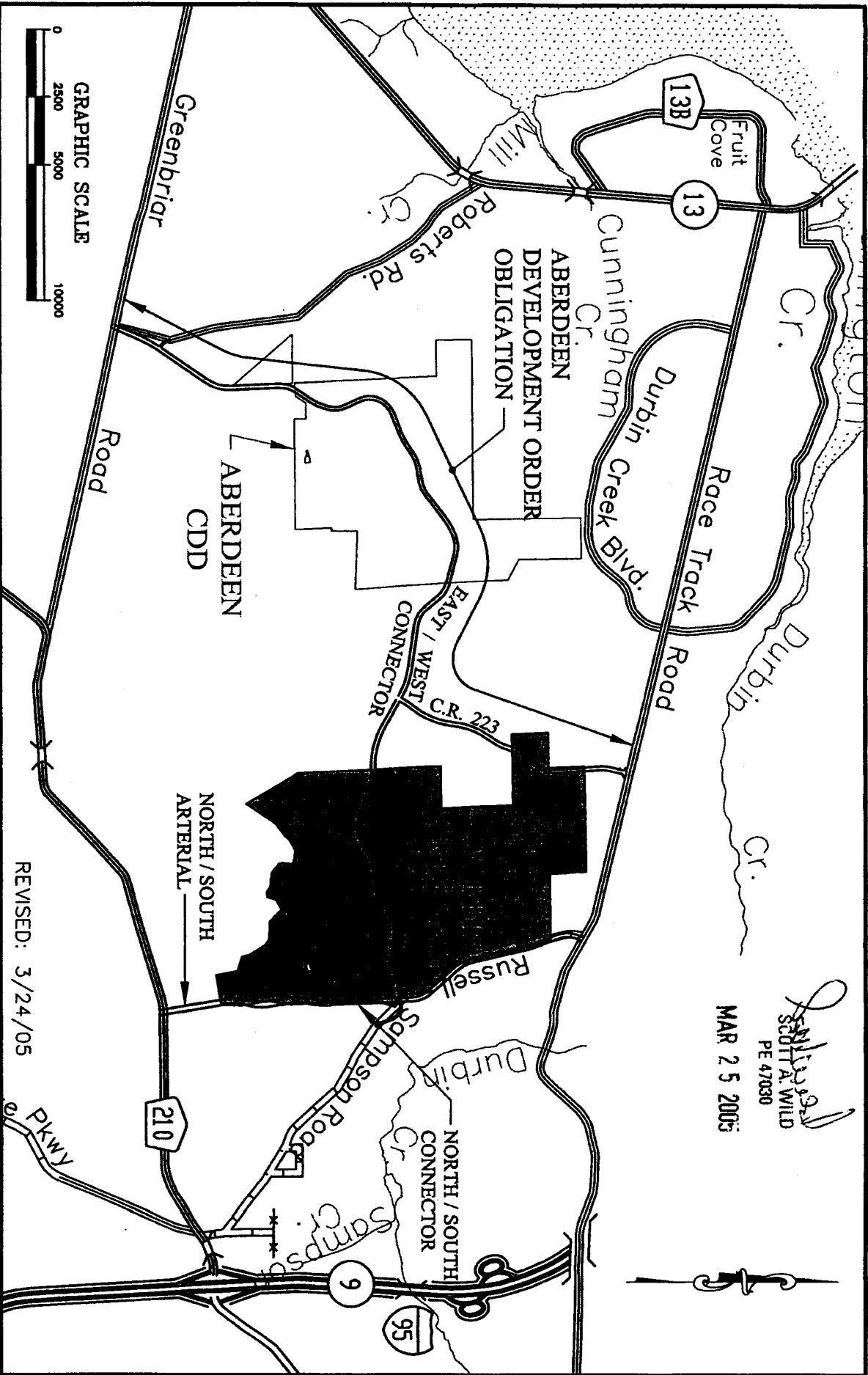
road segment shall include all necessary intersection improvements at the Russell Sampson Road intersection, including signalization when warranted (if warranted prior to buildout) and turn lanes. The improvements have an estimated cost of \$6,766,732 in 2004 Dollars (does not include costs for right-of-way).

(iii) North/South Arterial (CR-210 to North/South Connector). Construct a four-lane divided urban section roadway and cause to be conveyed or dedicated by plat to St. Johns County a 200' wide right of way sufficient for a four-lane divided urban section, free of liens and encumbrances at no cost to St. Johns County from CR-210 to the North/South Connector. The construction obligations of the District with regard to this road segment shall include turn lanes and other similar intersection improvements to CR 210. The improvements have an estimated cost of \$4,383,228 in 2004 Dollars (does not include costs for right-of-way).

(iv) North/South Connector (North/South Arterial to Russell Sampson Road). Construct a two-lane undivided urban section roadway and cause to be conveyed or dedicated by plat to St. Johns County a 150' wide right of way sufficient for a four-lane divided urban section to St. Johns County, free of liens and encumbrances at no cost to St. Johns County, from the North/South Arterial to Russell Sampson Road. The

improvements have an estimated cost of \$1,370,999 in 2004 Dollars (does not include costs for right-of-way).

- (v) Russell Sampson Road. Construct two-lane undivided urban section roadway from the North/South Connector to Race Track Road and cause to be conveyed or dedicated by plat to St. Johns County a 150' wide right of way sufficient for a four-lane divided urban section, free of liens and encumbrances at no cost to St. Johns County. The construction obligations of the District with regard to this road segment shall include construction of turn lanes and other similar intersection improvements at Race Track Road and shall include signalization when warranted (if warranted prior to buildout). The improvements have an estimated cost of \$4,511,362 in 2004 Dollars (does not include costs for right-of-way).



Scott A. Wild
 SCOTT A. WILD
 PE 47030
 MAR 25 2005

REVISED: 3/24/05

England-Thimms & Miller, Inc.
 ARCHITECTS

14775 St. Augustine Road
 Jacksonville, Florida 32256
 Certificate of Authorization No.: 2394
 Phone No. (904) 842-8980
 Fax No. (904) 846-9485

LOCATION MAP

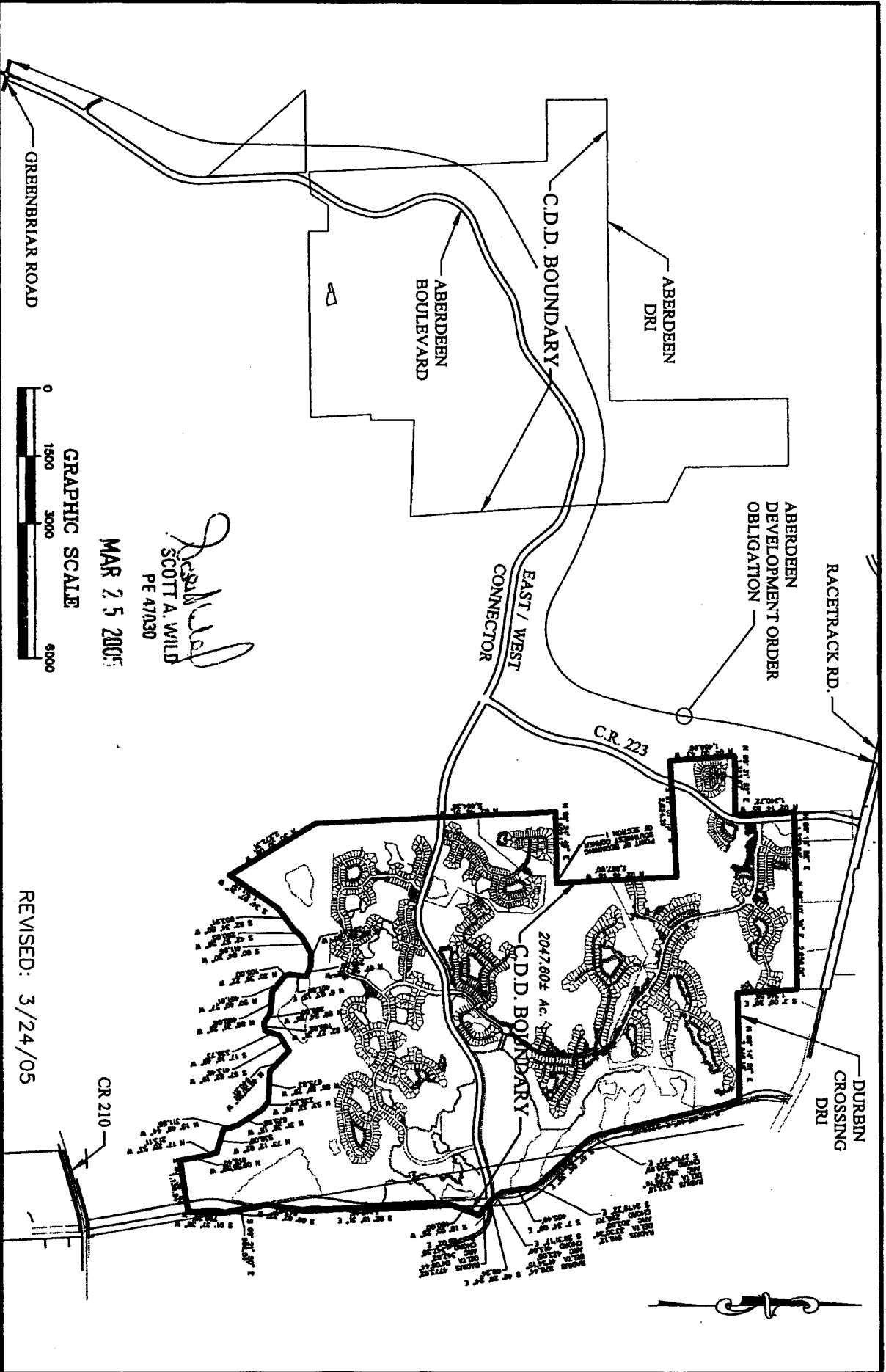
DURBIN CROSSING FOR DURBIN CROSSING CDD

ETM. NO. 02-190

DATE: NOVEMBER, 2003

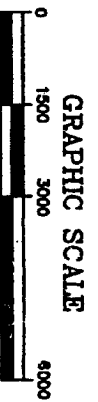
SCALE: 1" = 5,000'

PLATE NO: 1



Scott A. Wild
 SCOTT A. WILD
 PE 47230

MAR 2 5 2005



REVISED: 3/24/05

England-Thims

& Miller, Inc.

ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32226
 Certificate of Authorization No.: 2584
 Phone No. (904) 846-8950
 Fax No. (904) 846-8953

DISTRICT BOUNDARY

DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD

ETM. NO. 02-190

DATE: NOVEMBER, 2003

SCALE: 1" = 3,000'

PLATE NO: 2

England-Thimms & Miller, Inc.
 ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32256
 Certificate of Authorization No. 2384
 For No. (945) 948-9485

**TYPICAL SECTION
 EAST/WEST CONNECTOR (2 LANE)
 FOR DURBIN CROSSING
 DURBIN CROSSING CDD**

DURBIN CROSSING CDD

ETM. NO.	E02-190
DATE:	JANUARY, 2004
SCALE:	1" = 20'
PLATE NO.:	7

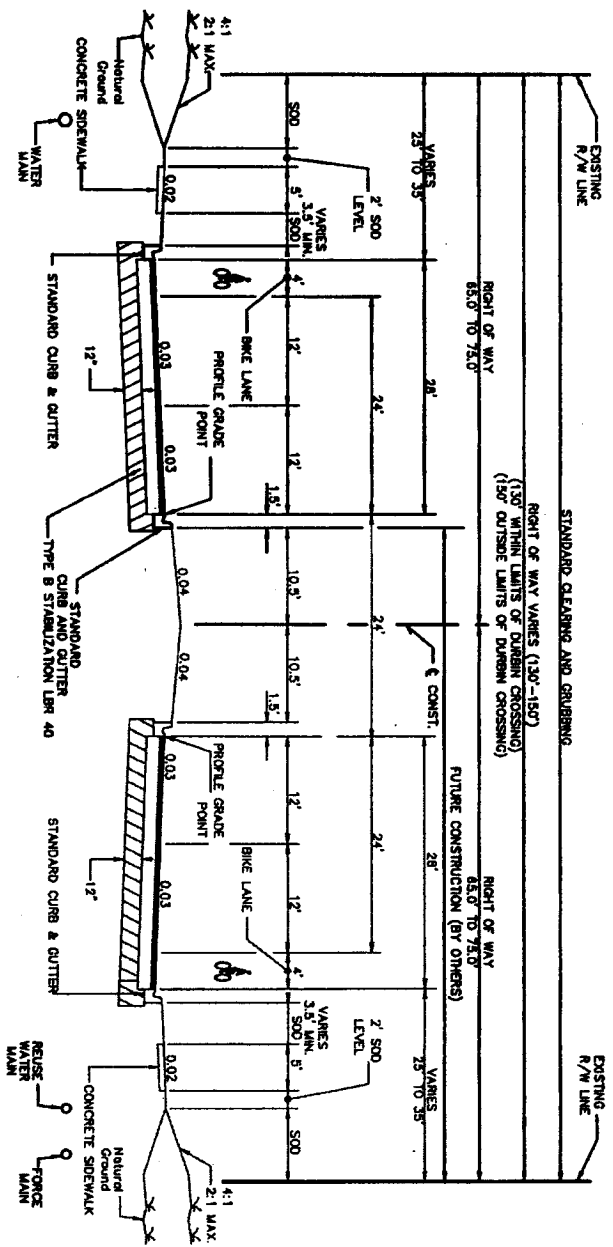
REVISED: 3/24/05

**EAST/WEST CONNECTOR (2-LANE)
 FROM INTERSECTION WITH C.P. 223 TO MOST WESTLY
 INTERSECTION WITHIN DURBIN CROSSING AT PARCEL B)**

RIGHT OF WAY VARIES (130'-150')
 (150' WITHIN LIMITS OF DURBIN CROSSING)
 (150' OUTSIDE LIMITS OF DURBIN CROSSING)

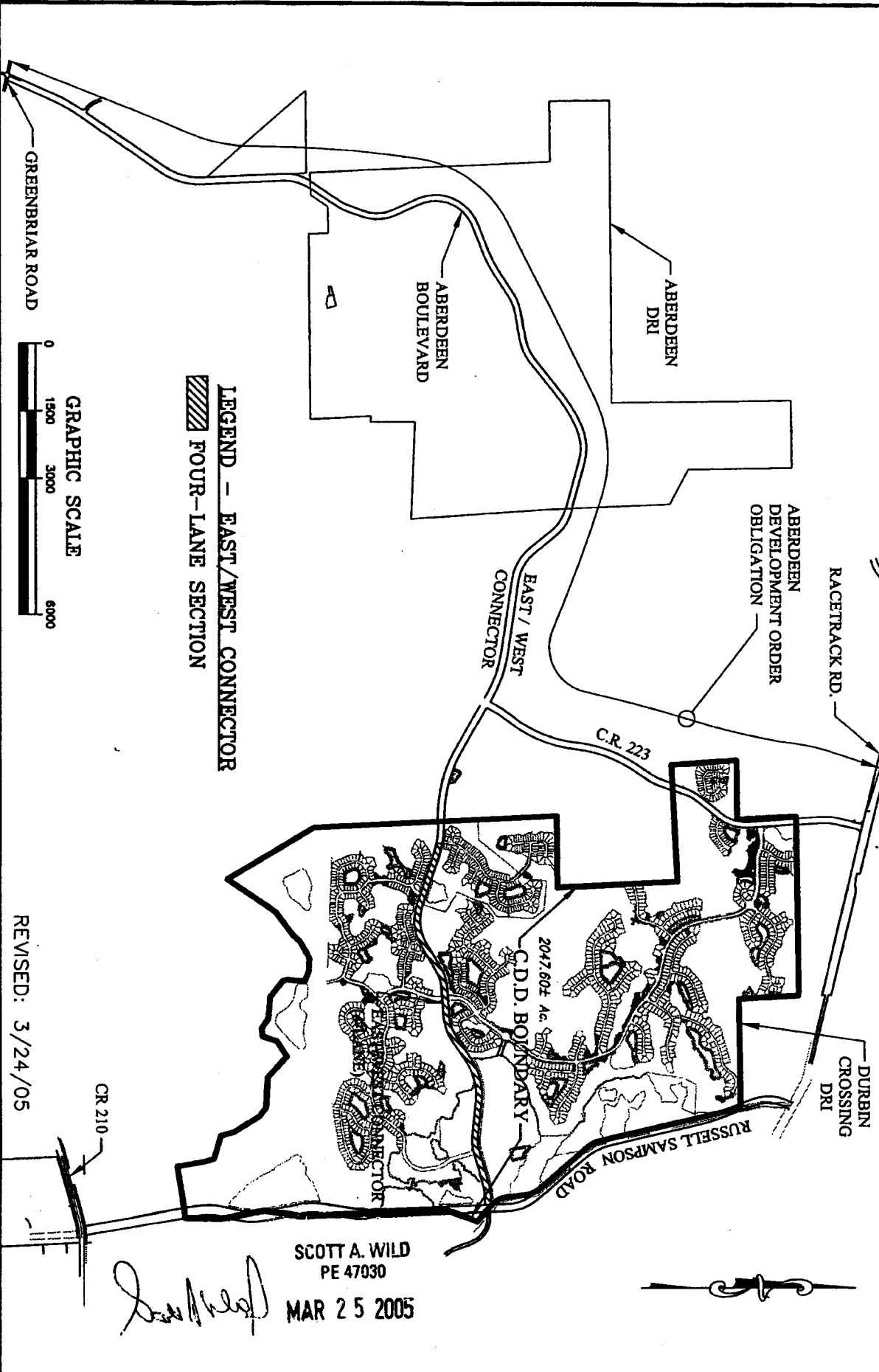
DESIGN SPEED, 60 MPH

NOTE: IN SOME LOCATIONS, THE OUTSIDE LANES (12' LANE AND 4' BIKE PATH) WILL BE CONSTRUCTED AS AN ALTERNATIVE TO THE TYPICAL SECTION DEPICTED HEREON.



SCOTT A. WILD
 PE 47030
 MAR 25 2005

[Handwritten Signature]



REVISED: 3/24/05

Scott A. Wild
 SCOTT A. WILD
 PE 47030
 MAR 25 2005

England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS
 ARCHITECTS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32226
 Certificate of Authorization No.: 2384
 Phone No. (904) 846-8890
 Fax No. (904) 846-5183

**EAST/WEST CONNECTOR (4-LANE)
 TRANSPORTATION IMPROVEMENT PLAN**

DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD

ETM. NO.	02-190
DATE:	NOVEMBER, 2003
SCALE:	1" = 3,000'
PLATE NO.:	4

England-Thoms
& Miller, Inc.
 ARCHITECTS - PLANNERS
 14775 St. Augustine Road
 Jacksonville, Florida 32238
 Phone No. (904) 842-8990
 Fax No. (904) 848-9485

**TYPICAL SECTION
 EAST / WEST CONNECTOR (4-LANE)**

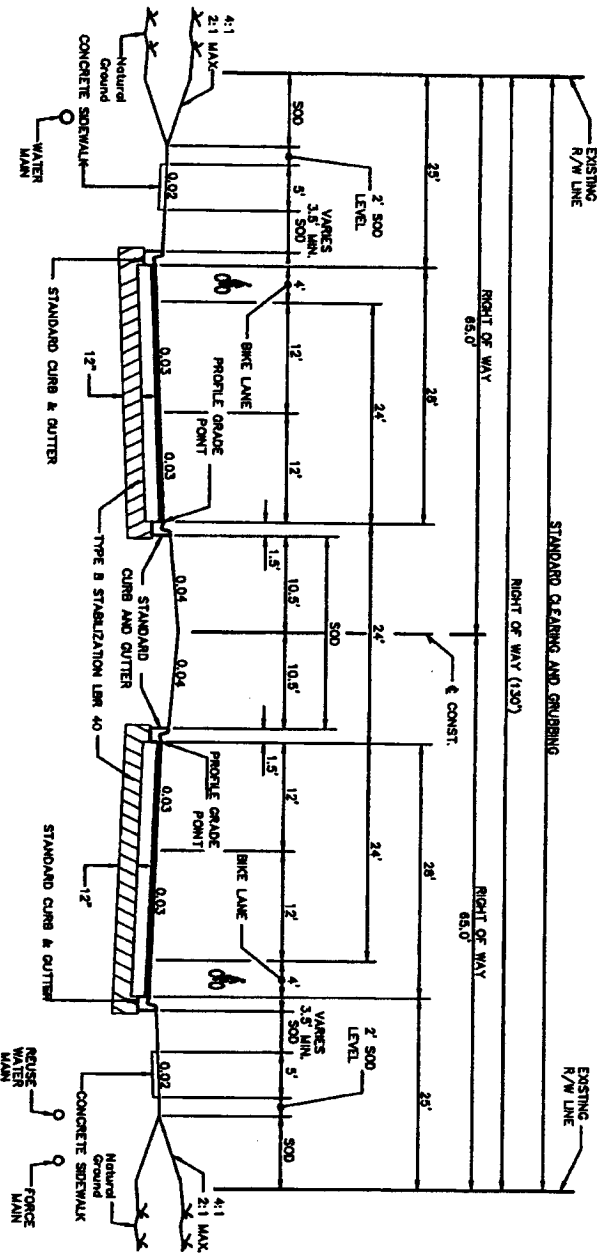
DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD

ETM. NO.	E02-190
DATE:	JANUARY, 2004
SCALE:	1" = 20'
PLATE NO:	5

REVISED: 3/24/05

EAST/WEST CONNECTOR (4-LANE)
 STA. 36+90.43 TO STA. 24+82.18
 (FROM MOST WESTLY INTERSECTION WITHIN
 DURBIN CROSSING TO RUSSELL SAMMON ROAD)
 130' RIGHT OF WAY - 4 LANE URBAN SECTION

DESIGN SPEED, 60 MPH



SCOTT A. WILD
 PE 47030

Scott A. Wild

MAR 25 2005



England-Thimms & Miller, Inc.
 ENGINEERS - PLANNERS
 LANDSCAPE ARCHITECTS

11150 S.W. 37th St.
 Suite 200
 Boca Raton, Florida 33433
 Certificate of Authorization No.: 2884
 Phone No. (561) 842-8990
 Fax No. (561) 846-9485

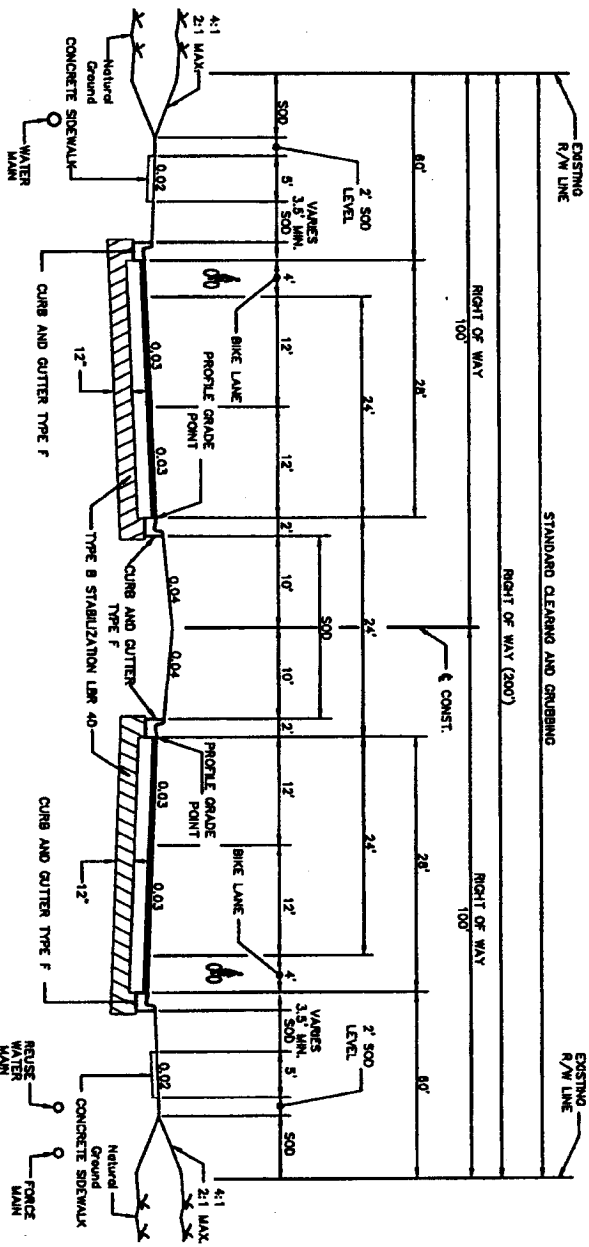
**TYPICAL SECTION
 NORTH / SOUTH ARTERIAL**

DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD

NORTH/SOUTH ARTERIAL
 STA. 12+22.06 TO STA. 12+26.00
 (FROM C.B. 210 TO NORTH/SOUTH CONNECTOR)
 200' RIGHT OF WAY - 4 LANE URBAN SECTION

DESIGN SPEED: 60 MPH

REVISED: 3/24/05



SCOTT A. WILD
 PE 47030

Scott A. Wild

MAR 25 2005

ETM. NO. E02-190

DATE: JANUARY, 2004

SCALE: 1" = 20"

PLATE NO: 13

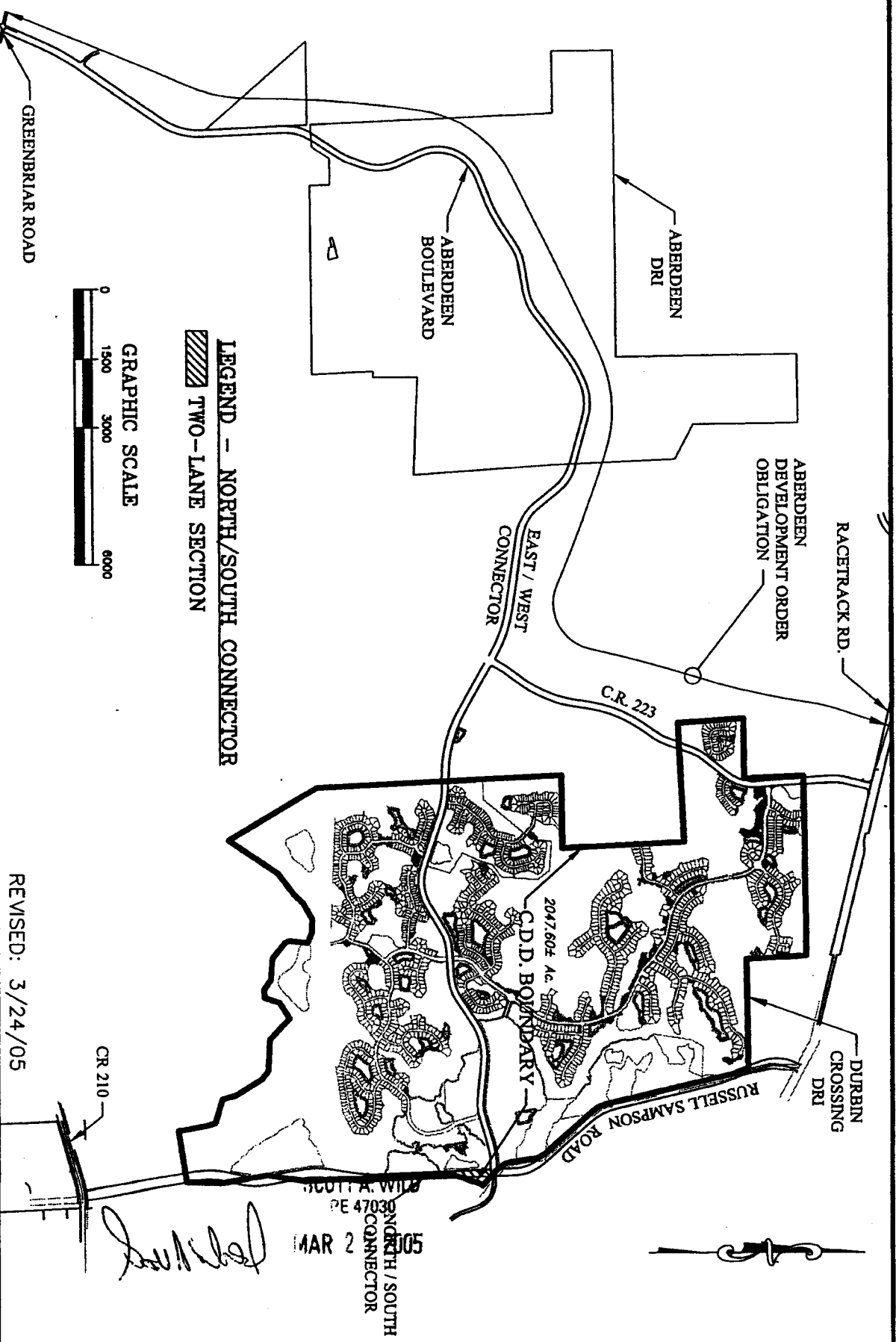


England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS
 13771 CR 1 - LANDSCAPE ARCHITECTS
 Independence, Missouri 64226
 Certificate of Authorization No.: 2884
 Phone No. (804) 842-8990
 Fax No. (804) 848-9435

**NORTH/SOUTH CONNECTOR
 TRANSPORTATION IMPROVEMENT PLAN**

**DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD**

REVISED: 3/24/05



LEGEND - NORTH/SOUTH CONNECTOR
 [Hatched Box] TWO-LANE SECTION



ETM. NO. 02-190

DATE: NOVEMBER, 2003

SCALE: 1" = 3,000'

PLATE NO: 10

Scott A. Wild
 PE 47030
 NORTH/SOUTH
 CONNECTOR
 MAR 2 2005

**TYPICAL SECTION
 NORTH / SOUTH CONNECTOR
 DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD**

REVISED: 3/24/05

ETM. NO. E02-190

DATE: JANUARY, 2004

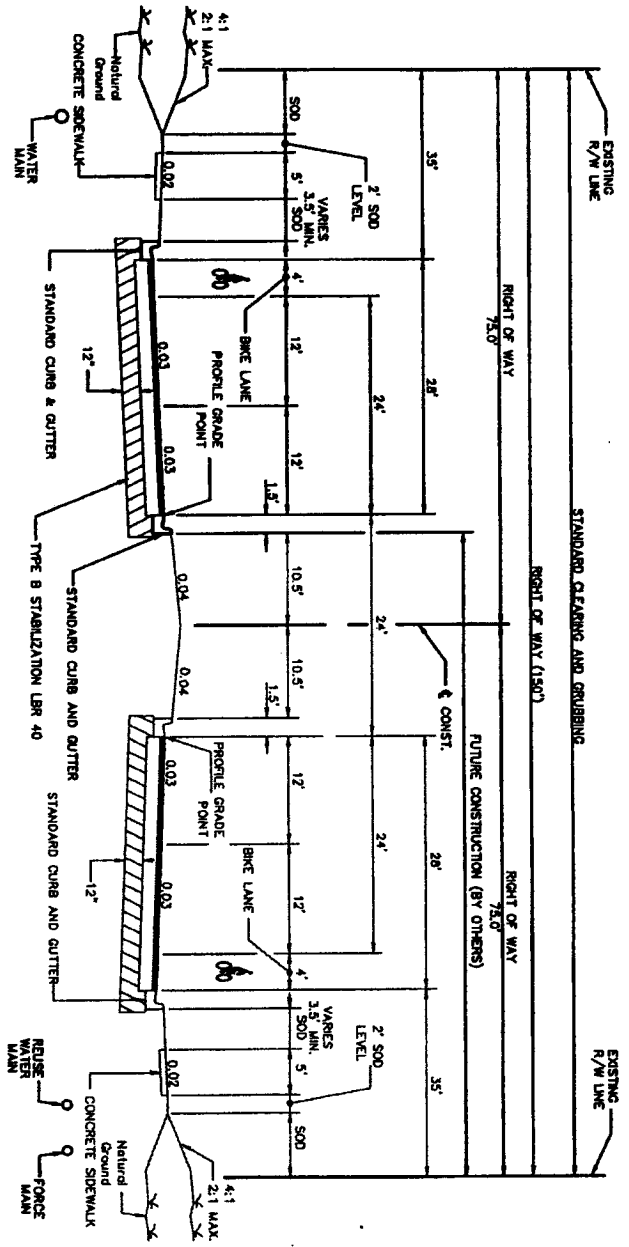
SCALE: 1" = 20"

PLATE NO: 11

NORTH/SOUTH CONNECTOR
 STA. 84+85.0 TO STA. 12+22.0
 (FROM NORTH / SOUTH ARTERIAL TO
 RUSSELL SAFFORD ROAD)
 15' RIGHT OF WAY - 2 LANES OF TRAFFIC / ONE LANE SECTION

DESIGN SPEED: 50 MPH

NOTE: IN SOME LOCATIONS, THE OUTSIDE LANES (12' LANE AND 4' BIKE PATH) WILL BE CONSTRUCTED AS AN ALTERNATIVE TO THE TYPICAL SECTION DEPICTED HEREON.



Scott A. Wild

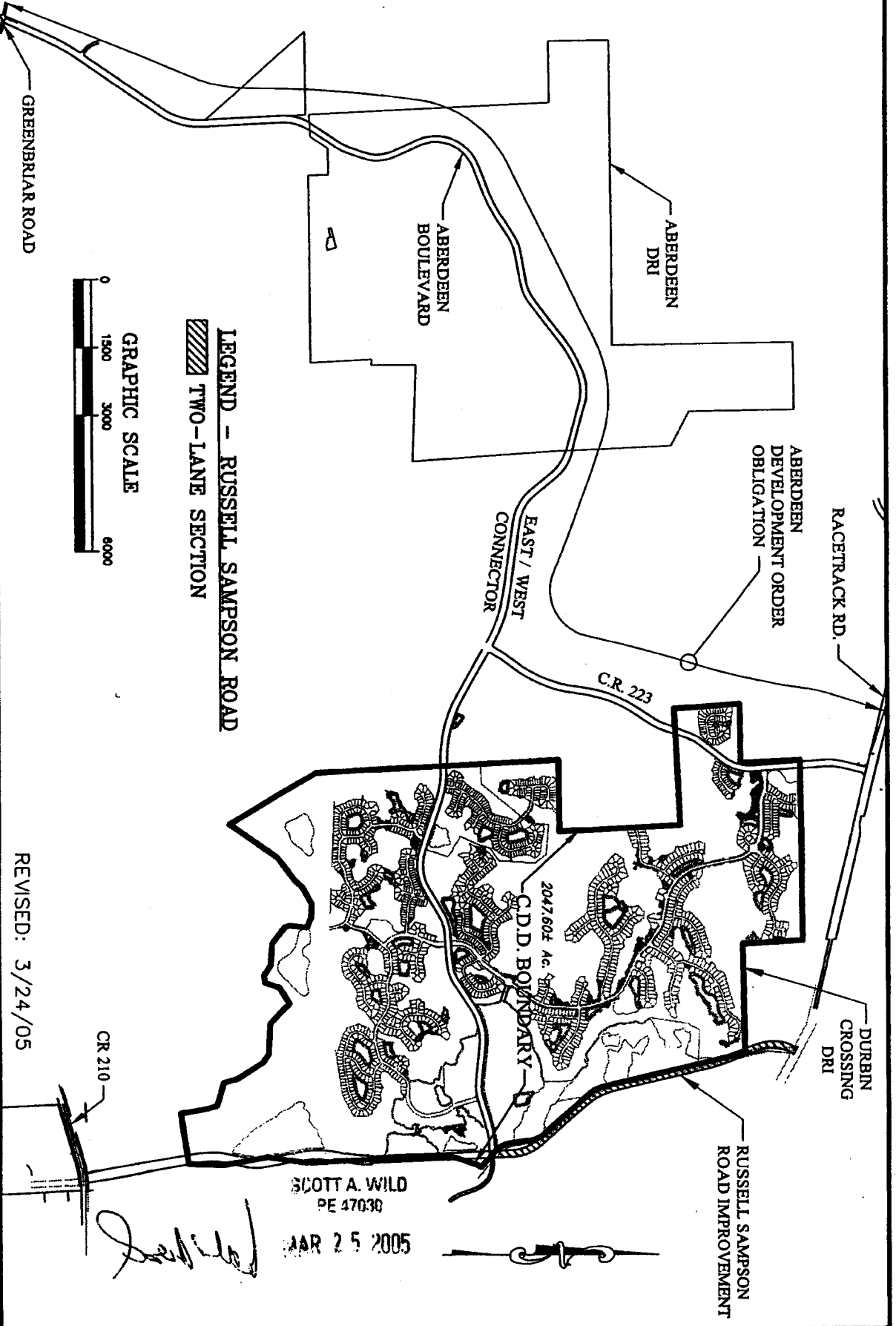
SCOTT A. WILD
 PE 47030

MAR 25 2005

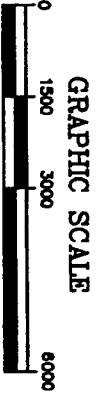


K. Miller & Inc.
 ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32226 No. 2584
 Certificate No. 92-16500
 P.E. No. 16943
 Fax No. (904) 448-5485

England - Thims



LEGEND -- RUSSELL SAMPSON ROAD
 [Hatched Box] TWO-LANE SECTION



REVISED: 3/24/05

**RUSSELL SAMPSON ROAD
 TRANSPORTATION IMPROVEMENT PLAN**

**DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD**

SCOTT A. WILD
 PE 47030

MAR 25 2005

Scott A. Wild

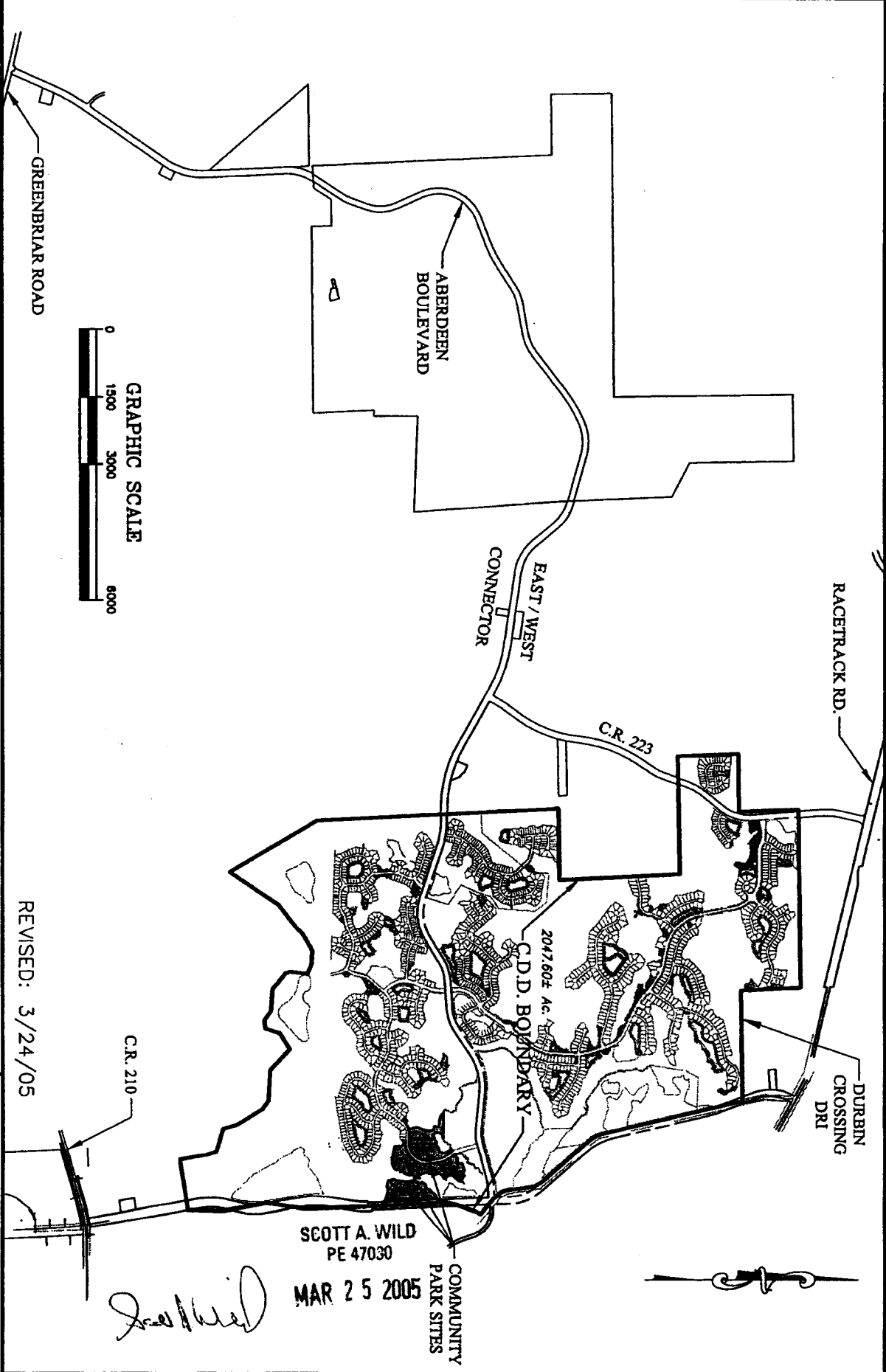
ETM. NO. 02-190

DATE: NOVEMBER, 2003

SCALE: 1" = 3,000'

PLATE NO: 8

England-Thims & Miller, Inc.
 ARCHITECTS - PLANNERS
 14715 G.S. - LANDSCAPE ARCHITECTS
 Jacksonville, Florida 32238
 Certificate of Authorization No.: 2584
 Phone No. (904) 642-8890
 Fax No. (904) 646-9443



COMMUNITY PARK LOCATION PLAN
 FOR
DURBIN CROSSING CDD

REVISED: 3/24/05

ETM. NO. 02-190
 DATE: NOVEMBER, 2003
 SCALE: 1" = 3,000'
 PLATE NO: 14

Durbin Crossing CDD Impact Fee Agreement Cost Estimation
Based upon D.O. roadway cross sections

Updated 2/09/04
Revised 3/25/05 to delete right-of-way
acquisition and JEA reimbursable costs

	<u>Estimated Cost</u>
<u>Improvement</u>	
<u>Transportation Improvements</u>	
I. East - West Connector - (4 - Lane Onsite) 130' RW	\$ 6,766,732
II. East - West Road (2 - Lane Offsite) - 150' RW; (2 - Lane Onsite) - 130' RW	\$ 1,546,382
III. Russell Sampson Road - 150' RW	\$ 4,511,362
IV. North - South Connector - 150' RW	\$ 1,370,999
V. North - South Arterial - 200' RW	\$ 4,383,228
	SUBTOTAL
	\$ 18,578,703
<u>Recreation Improvements</u>	
VI. Community Park Improvements	\$ 2,249,894
	SUBTOTAL
	\$ 2,249,894
	TOTAL
	\$ 20,828,597

SCOTT A. WILD
PE 47030
MAR 25 2005

Scott Wild

ESTIMATED CONSTRUCTION COSTS
Durbin Crossing Community Development District
 Based upon D.O. roadway cross sections

Updated 2/09/04

Transportation Improvements **Basis of Cost Estimate**

I. East - West Connector - (4 - Lane Onsite) 130' ROW

Roadway (Parcel B entry to Russell Sampson) 4 in divided Collector / Urban section

Wildlife Crossing \$ 3,440,400

Landscape & Irrigation \$ 250,000

JEA Electric \$ 163,419

Street Lighting \$ 880,100

Stormwater Pond Construction \$ 25,000

Signalization @ Russell Sampson Road \$ 352,500

Construction Mgmt. / CEI \$ 175,000

Engineering, Permitting, Survey \$ 5,353,419

Misc. Soft Costs (Envir., Geotech, Legal, etc) \$ 214,137

Wetland Mitigation \$ 228,950

JEA Utility Adjustment \$ 107,068

Contingency \$ 250,000

SUBTOTAL \$ 6,151,574

TOTAL \$ 6,766,732

Estimated Cost

8801 feet @ \$400 per lf
1 @ 250,000

\$100 per LF
Estimated 29 ea. @ \$3000 per light
Estimate

4.7 Ac. @ \$75,000 per acre
Estimate

Estimated 4.73 Ac. @ \$0 per acre

II. East - West Road (2 - Lane Offsite) - 150' ROW; (2 - Lane Onsite) - 130' ROW

Roadway (w/ly Durbin bndy to CR223 - Offsite) 2 in Collector / mod. Urban section (150' ROW)

Landscape & Irrigation (Onsite only) \$ 579,800

JEA Electric (Onsite only) \$ 127,680

Street Lighting (Onsite only) \$ 8,864

Wildlife Crossing \$ 45,800

Tree Mitigation (Offsite only) \$ 6,000

JEA Electric (Offsite only) \$ 250,000

Stormwater Pond Construction \$ 19,885

Construction Subtotal \$ 126,000

Construction Mgmt. / CEI \$ 1,163,209

Engineering, Permitting, Survey \$ 46,528

Misc. Soft Costs (Envir., Geotech, Legal, etc) \$ 172,800

Wetland Mitigation \$ 23,264

SUBTOTAL \$ 1,405,802

TOTAL \$ 140,580

Contingency \$ 1,546,382

2,070 feet @ \$280 per lf
456 feet @ \$280 per lf

\$100 per LF
Estimated 2 ea. @ \$3000 per light
1 @ 250,000

Assumed overhead lines / No St. Lights
1.26 Ac. @ \$100,000 per acre

Estimated 2.66 Ac. @ \$80,000 per acre

Transportation Improvements (Cont.)

III. Russell Sampson Road - 150' RW

Roadway (RaceTrack Rd. to E-W Parkway)	2 in Collector / mod. Urban section	\$	2,075,920	7,414 feet @ \$280 per ft
Roadway Realignment - Russell Sampson		\$	308,400	1,542 feet @ \$200 per ft
Tree Mitigation	(7,414 feet @ \$ 9.50 per ft)	\$	70,433	
Wildlife Crossing		\$	250,000	1 @ 250,000
JEA Electric		\$	-	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$	485,000	4.85 Ac. @ \$100,000 per acre
Signalization & Intersection Imp's @ RaceTrack Rd.		\$	275,000	Estimate
Construction Subtotal			<u>3,444,753</u>	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	137,790	
Engineering, Permitting, Survey		\$	199,800	
Misc. Soft Costs (Envr., Geotech, Legal, etc)	(2% of construction subtotal)	\$	68,895	
Wetland Mitigation		\$	-	
JEA Utility Adjustment	(Transmission Poles, etc. realignment)	\$	250,000	Estimated 7.97 Ac. @ \$80,000 per acre
SUBTOTAL		\$	<u>4,101,238</u>	
Contingency	(10% of Subtotal)	\$	410,124	
TOTAL		\$	<u>4,511,362</u>	

IV. North - South Connector - 150' RW				
Roadway (E-W Parkway to N-S Arterial)	2 in Collector / mod. Urban section	\$	786,520	2,809 feet @ \$280 per ft
Tree Mitigation	(2,809 feet @ \$ 9.50 per ft)	\$	26,886	Assumed overhead lines / No St. Lights
JEA Electric		\$	-	2.09 Ac. @ \$100,000 per acre
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$	209,000	
Construction Subtotal			<u>1,022,206</u>	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	40,888	
Engineering, Permitting, Survey		\$	162,825	
Misc. Soft Costs (Envr., Geotech, Legal, etc)	(2% of construction subtotal)	\$	20,444	
Wetland Mitigation		\$	-	
SUBTOTAL		\$	<u>1,246,363</u>	Estimated 1.50 Ac. @ \$80,000 per acre
Contingency	(10% of Subtotal)	\$	124,636	
TOTAL		\$	<u>1,370,999</u>	

EXHIBIT C: ELIGIBLE PARK IMPROVEMENTS
DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

The District intends to complete or cause to be completed the following recreation improvements required by the Development Order:

- (i) Four lighted baseball fields
- (ii) Two lighted soccer/football fields
- (iii) Adequate parking for the fields described above.

The estimated cost of these improvements is \$2,249,894.00.

Durham Crossing CDD Impact Fee Agreement Cost Estimation
 Based upon D.O. roadway cross sections

Updated 2/09/04
 Revised 3/25/05 to delete right-of-way
 acquisition and JEA reimbursable costs

	<u>Improvement</u>	<u>Estimated Cost</u>	
<u>Transportation Improvements</u>			
I. East - West Connector - (4 - Lane Onsite) - 130' RW	\$ 6,766,732		
II. East - West Road (2 - Lane Offsite) - 150' RW; (2 - Lane Onsite) - 130' RW	\$ 1,546,382		
III. Russell Sampson Road - 150' RW	\$ 4,511,362		
IV. North - South Connector - 150' RW	\$ 1,370,999		
V. North - South Arterial - 200' RW	\$ 4,383,228		
	SUBTOTAL	\$ 18,578,703	
<u>Recreation Improvements</u>			
VI. Community Park Improvements	\$ 2,249,894		
	SUBTOTAL	\$ 2,249,894	
	TOTAL	\$ 20,828,597	

SCOTT A. WILD
 PE 47030
 MAR 25 2005

Scott Wild

ESTIMATED CONSTRUCTION COSTS
Durbin Crossing Community Development District
 Based upon D.O. roadway cross sections

Updated 2/09/04

<u>Transportation Improvements</u>	<u>Basis of Cost Estimate</u>	<u>Estimated Cost</u>	
I. East - West Road (2 - Lane Onsite) - 130' RW			
Roadway (Parcel B entry to Russell Sampson)	4 in divided Collector / Urban section	\$ 3,440,400	8601 feet @ \$400 per lf
Wildlife Crossing		\$ 250,000	1 @ 250,000
Landscape & Irrigation	(8601 feet @ \$ 19.00 per lf)	\$ 163,419	
JEA Electric	(300' spacing)	\$ 860,100	\$100 per LF
Street Lighting		\$ 87,000	Estimated 29 ea. @ \$3000 per light
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$ 25,000	Estimate
Signalization @ Russell Sampson Road		\$ 352,500	4.7 Ac. @ \$75,000 per acre
		\$ 176,000	Estimate
Construction Subtotal		5,353,419	
Engineering, Permitting, Survey	(4% of construction subtotal)	\$ 214,137	
Misc. Soft Costs (Envir., Geotech, Legal, etc)	(2% of construction subtotal)	\$ 226,950	
Wetland Mitigation	assumed onsite mitigation	\$ 107,068	
JEA Utility Adjustment	(Transmission Poles, etc. realignment)	\$ 250,000	Estimated 4.73 Ac. @ \$0 per acre
		\$ 6,151,574	
SUBTOTAL		6,151,574	
Contingency	(10% of Subtotal)	\$ 615,157	
		\$ 6,766,732	
TOTAL		6,766,732	
II. East - West Road (2 - Lane Offsite) - 150' RW; (2 - Lane Onsite) - 130' RW			
Roadway (w/ly Durbin bndy to CR223 - Offsite)	2 In Collector / mod. Urban section (150' ROW)	\$ 579,800	2,070 feet @ \$280 per lf
Roadway (w/ly bndy to Parcel M entry - Onsite)	2 In Collector / mod. Urban section (130' ROW)	\$ 127,680	456 feet @ \$280 per lf
Landscape & Irrigation (Onsite only)	(456 feet @ \$ 19.00 per lf)	\$ 8,664	
JEA Electric (Onsite only)	(300' spacing)	\$ 45,600	\$100 per LF
Street Lighting (Onsite only)		\$ 6,000	Estimated 2 ea. @ \$3000 per light
Wildlife Crossing		\$ 250,000	1 @ 250,000
Tree Mitigation (Offsite only)	(2,070 feet @ \$ 9.50 per lf)	\$ 19,665	
JEA Electric (Onsite only)		\$ -	
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$ 128,000	Assumed overhead lines / No St. Lights
		\$ 1,163,209	1.26 Ac. @ \$100,000 per acre
Construction Subtotal		1,163,209	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$ 46,528	
Engineering, Permitting, Survey	(2% of construction subtotal)	\$ 172,800	
Misc. Soft Costs (Envir., Geotech, Legal, etc)		\$ 23,264	
Wetland Mitigation		\$ -	
		\$ 1,405,802	
SUBTOTAL		1,405,802	
Contingency	(10% of Subtotal)	\$ 140,580	
		\$ 1,546,382	
TOTAL		1,546,382	

Estimated 2.66 Ac. @ \$80,000 per acre

Transportation Improvements (Cont.)

III. Russell Sampson Road - 150' R/W

Roadway (RaceTrack Rd. to E-W Parkway)	2 In Collector / mod. Urban section	\$ 2,075,920	7,414 feet @ \$280 per lf
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Tree Mitigation	(7,414 feet @ \$ 9.50 per lf)	\$ 70,433	
Wildlife Crossing		\$ 250,000	1 @ 250,000
JEA Electric		\$ -	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$ 465,000	4.65 Ac. @ \$100,000 per acre
Signalization & Intersection Imp's @ RaceTrack Rd.		\$ 275,000	Estimate
Construction Subtotal		3,444,753	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$ 137,790	
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SUBTOTAL		4,101,238	
Contingency	(10% of Subtotal)	\$ 410,124	
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Construction Mgmt. / CEI	(4% of construction subtotal)	\$ 40,898	
Engineering, Permitting, Survey	(2% of construction subtotal)	\$ 162,825	
Misc. Soft Costs (Envr., Geotech, Legal, etc)		\$ 20,444	
Wetland Mitigation		\$ -	
SUBTOTAL		1,246,363	Estimated 1.50 Ac. @ \$80,000 per acre
Contingency	(10% of Subtotal)	\$ 124,636	
TOTAL		1,370,999	

EXHIBIT D
ST. JOHNS COUNTY IMPACT FEE VOUCHER
Durbin Crossing Community Development District

Voucher No. _____

1. Name and Address of Grantor: Durbin Crossing Community Development District
10300 N.W. 11th Manor
Coral Springs, Florida 33071
Attn: District Manager

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 _____, 200_, 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 the Durbin Crossing Community Development District.

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

____ Parks Ordinance #87-58 in the amount of \$ _____

Durbin Crossing Community Development District

By: _____

Print: _____

Its: _____

END OF RECORDED SECTION

PAPPAS METCALF JENKS & MILLER

PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FLORIDA 32202-4926

TELEPHONE: (904) 353-1980

TELECOPIER: (904) 353-5217

www.pmjmlaw.com

STEVEN B. GREENHUT
THOMAS M. JENKS
ROBERT A. LEAPLEY, JR.
JOHN G. METCALF
FRANK E. MILLER
M. LYNN PAPPAS
MARCIA PARKER TJOFLAT

G. TODD COTTRILL
SPENCER N. CUMMINGS
THOMAS O. INGRAM
W. WILLIAM LI
CAROLINE R. NICHOLS
STACI M. REWIS
SCOTT G. SCHILDBERG
JOSEPH J. VAN ROOY
KATHRYN F. WHITTINGTON

April 7, 2005

BY HAND DELIVERY

Teresa Bishop, AICP
St. Johns County Planning Department
4020 Lewis Speedway
St. Augustine, FL 32084

RECEIVED

APR 07 2005

ST. JOHNS COUNTY
PLANNING DEPARTMENT

1.55
[Signature]

Re: Application for Durbin Crossing Community Development District Impact Fee Credit Agreement

Dear Teresa:

On behalf of the Durbin Crossing Community Development District, we are submitting this Application for a Road and Park Impact Fee Credit Agreement. The Durbin Crossing Community Development District ("CDD") is seeking impact fee credits for certain roadway improvements and park improvements to be completed as required under the DRI Development Order approved in Resolution No. 2003-61. Enclosed please find seven copies of the following:

1. St. Johns County Impact Fee Credit Agreement Application;
2. Description of the capital improvements and/or dedications, including cost estimates, for which credits are claimed;
3. Maps and plans showing the location and extent of the capital improvements and/or dedications for which credits are claimed;
4. Proposed Impact Fee Credit Agreement;
5. Proposed Resolution for the Board of County Commissioners to approve;
6. Proposed Voucher.

April 7, 2005
Page 2

If you have any questions, please let me know.

Sincerely,



John G. Metcalf

JGM:jl

Enclosures

cc: Brian A. Crumbaker, Esq.
Jeri Poller, Esq.
Jason Sessions
Rick and Susan Wood
Scott A. Wild

DURBIN CROSSING CDD

IMPACT FEE CREDIT AGREEMENT

Index

- A. Impact Fee Credit Agreement Application**
- B. Descriptions of the capital improvements and/or dedications, including cost estimates, for which credits are claimed**
- C. Maps and plans showing the location and extent of the capital improvements and/or dedications for which credits are claimed**
- D. Proposed Impact Fee Credit Agreement**
- E. Proposed Resolution**
- F. Proposed Voucher**

A. Impact Fee Credit Agreement Application

ST. JOHNS COUNTY
Application for Impact Fee Credit Agreement

Date: April 7, 2005

Project Name: Durbin Crossing Development of Regional Impact

Owner/Applicant: Durbin Crossing Community Development District

Agent: Pappas Metcalf Jenks & Miller, P.A.

Address: 245 Riverside Avenue, Suite 400, Jacksonville, Florida 32202

Phone: (904) 353-1980 **Fax:** (904) 353-5217

E-Mail Address: _____

Contact Person: John G. Metcalf

Address: 245 Riverside Avenue, Suite 400, Jacksonville, Florida 32202

Phone: (904) 353-1980 **Fax:** (904) 353-5217

E-Mail Address: jmetcalf@papmet.com

Property Appraisers Parcel No: 023630 0020; 023630 0060; 023630 0070; 023630 0080; 026400 0110; 009620 0000; 009620 0010; 009840 0000; and 009840 0010

Property Appraisers Map Sheet: 2C1X; 2C11X; 3C5X; 3C7X; and 3C17X

Location: South of Racetrack Road, West of Russell Sampson Road

911 Address (if known) _____

TAZ: 105 **or Access:** Racetrack Road/Russell Sampson Road **Acres:** 2,047±

Name of Overlay District if applicable: Northwest Sector Plan

Zone Class PUD **Comp. Plan Dsgn:** DRI

Type of Impact Fee Requested:

Roads **Educational Facilities**

Public Capital Facilities **Parks**

Description of Impact Fee Request:

The Durbin Crossing Community Development District, a local unit of special purpose government, established pursuant to Chapter 190, Florida Statutes, intends to complete or cause to be completed impact fee credit eligible improvements required to be constructed by the Development Order for the Durbin Crossing Development of Regional Impact.

Please list any applications currently under review or recently approved which may assist in the review of this application: Aberdeen Community Development District

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:

Signature of owner or person authorized to represent this application:

Signature: _____

John G. Metcalf

Printed or typed name(s): John G. Metcalf