

RESOLUTION NO. 2006-272

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO THE IMPACT FEE CREDIT AGREEMENT WITH DURBIN CREEK NATIONAL, LLC (RESOLUTION 06-51)

WHEREAS, Durbin Creek National, LLC, ("Durbin") is the Developer and Owner of certain lands in St. Johns County, Florida, ("Cummer Lands") more particularly described in "Exhibit A", of the Durbin Creek National Impact Fee Agreement dated March 15th, 2006, as approved by Resolution 06-51, and incorporated herein by reference; and

WHEREAS, the extent of Durbin's contribution to improvements on Racetrack Road has expanded so that it is necessary that Durbin provide additional advances in funding for more construction than was contemplated in the original Agreement.

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 Amendment to the Impact Fee Credit Agreement with Durbin Creek National, LLC substantially in the form 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 this amendment to the 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 8th day of August, 2006.

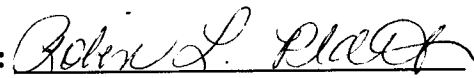
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**



James E. Bryant, Chairman

**ATTEST:
CHERYL STRICKLAND, CLERK**

RENDITION DATE 8/8/2006

By: 
Deputy

**AMENDMENT TO IMPACT FEE CREDIT AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
AND DURBIN CREEK NATIONAL, LLC, RESOLUTION 06-51**

The Impact Fee Agreement between the **Board of County Commissioners of St. Johns County** and **Durbin Creek National, LLC**, dated March 15, 2006 and approved by Resolution 06-51, at Section 5 shall be amended as fully stated below. It is agreed and understood by both parties that all other parts, sections, and subsections of said Agreement shall remain unchanged and in full force and effect.

“5. The parties acknowledge that Durbin is in the process of filing an Application for Development Approval for a Development of Regional Impact (DRI) on Cummer Lands and Durbin’s agreement to donate right-of-way along Race Track Road prior to the approval of a Development Order approving the DRI is an accommodation to the County and to Bartram Investments, LLC and Winslow Farms, Ltd. to expedite the widening of Race Trace Road. The parties agree and acknowledge that the approval of this Agreement shall not constitute any commitment or obligation, express or implied, of St. Johns County to approve a Development Order for Durbin or any other form of zoning or development approval. The County also agrees that the amount of impact fee credit approved in this agreement will also be credited against transportation mitigation requirements for the marginal cost difference between the Bartram Park DRI designed four lane improvement to the Durbin Creek Bridge and I-95 flyover and the new preferred four lane alternative proposed by Durbin, as well as, the four (4) to six (6) lane widening of Racetrack Road and will be reflected in the Development Order for the Durbin DRI if the DRI is approved by the County (“Mitigation Credits”). In addition, in the event that Durbin advances funds to expand the scope of improvements beyond the six (6) lane widening of Racetrack Road, and the need for this improvement is agreed to by the County, then the amount so advanced documented to the satisfaction of the County shall be included in the Mitigation Credits. Such additional Impact Fee and Mitigation Credits will be evidenced by an amendment to this Agreement. In the event Durbin sells all or part of the Cummer Lands, Durbin may sell, transfer, assign or convey any of its interest in the Mitigation Credits to such purchaser, transferee, assignee or grantee for use within the Cummer Lands for purposes of mitigation credit for a DRI if the DRI is approved by the County or as a Fair Share Credit in a Fair Share Agreement with the County.”

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

Witness:
NATIONAL, LLC

DURBIN CREEK

By: _____
Name: _____
Wilson

Name: Kenneth P.

Its: Manager/Member

Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument is hereby acknowledged before me this _____ day of _____, 2006, by Kenneth P. Wilson, Manager/Member of Durbin Creek National, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification and who has taken an oath.

Notary Public, State of Florida
Name: _____
My Commission

expires: _____

My Commission Number

is: _____

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

Witness:
COUNTY, FLORIDA

ST. JOHNS

By: _____

Name: _____
Adams, Jr.

Name: Ben W.

Its: County

Administrator

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument is hereby acknowledged before me this _____ day of _____, 2006, by Ben W. Adams, Jr., the County Administrator for St. Johns County, Florida, on behalf of St. Johns County, who is personally known to me or who has produced _____ as identification and who has taken an oath.

Notary Public, State of Florida
Name: _____
My Commission

expires: _____

My Commission Number

is: _____