

RESOLUTION NO. 2014 - 27

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 The Alterra Group, LLC

**WHEREAS**, The Alterra Group, LLC is the Developer of certain lands contained within the Mill Creek Plantation PUD (PUD 2012-02) (the Project) as described and approved in St. Johns County Ordinance 2013-10; and

**WHEREAS**, Section 13 of St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Impact Fee Ordinance allows for impact fee credits to be granted by the Board of County Commissioners for the donation of right-of-way as identified within the Impact Fee Agreement (IFA 2013-02) attached hereto and incorporated herein; and

**WHEREAS**, in accordance with the County Road Impact Fee Ordinance, The Alterra Group, LLC is entitled to certain impact fee credits for certain right-of-way donation.

**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 The Alterra Group, LLC substantially in the form of that which is attached hereto and incorporated herein by reference for the donation of right-of-way identified within the Road Impact Fee Ordinance which donation is eligible for impact fee credits. Provided, however, that the County Administrator's execution of this Agreement is conditioned upon having received an executed copy of this Impact Fee Agreement from The Alterra Group, LLC within thirty days of the adoption of this Resolution.

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.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this 4 day of February, 2014.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

  
\_\_\_\_\_  
John H. Morris, Chair

ATTEST:  
CHERYL STRICKLAND, CLERK

By:   
\_\_\_\_\_  
Deputy Clerk



RENDITION DATE 2/6/14

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

**Road Facilities Impact Fees**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **THE ALTERRA GROUP, LLC**, ("Developer").

**RECITALS:**

- A. THE ALTERRA GROUP, LLC, ("Developer") is the Developer and projected Impact Feepayer of certain lands contained within the Mill Creek Plantation PUD (PUD 2012-02) ("Project"), as described and approved in St. Johns County Ordinance No. 2013-10.
- 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 seventy five (75) feet of right-of-way along the frontage of the Project fronting Greenbriar 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 Greenbriar 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 **\$250,000.00**, which is less than the Developer's appraised value of \$273,000.00 (see attached **Exhibit "B"**).
3. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the Project shall pay the amount due under the Road Facilities Impact Fee Ordinance directly to Developer. Developer shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to Developer. Then, for so long as the total Road Facilities Impact Fee Credits for which Developer has issued vouchers under this Agreement is less than the total Road Facilities Impact Fee Credits authorized by this Agreement, Developer shall issue to such Feepayer a voucher evidencing full payment of Road Facilities Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy. The voucher issued by Developer shall contain a statement setting forth the amount of Road Facilities Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer and shall deduct the amount of such voucher from the Road Impact Fee Credit Account. The Voucher Form is attached hereto as **Exhibit "C"**.
4. In the event that Developer determines to sell all or part of the Project, Developer may sell, transfer, assign or convey any of its interest in part of the Road Facilities Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the Project for such consideration as Developer in its sole discretion, determines. In such event, Developer shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Road Facilities Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road Facilities Impact Fee Credits, if any, shall remain vested in Developer. The Parties agree that no impact fee credit may be used or applied to development outside the Project without the specific approval of the County, and that such approval may be denied based on factors including, but not limited to the relationship of the dedication and/or improvements to the particular development to which

credits are transferred. Developer acknowledges that only one impact fee credit account may exist at any given time for the Development Property.

5. On or before January 31 of each year, so long as there remains any Road Facilities Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Facilities Impact fee payments made by the 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

For the Developer:

The Alterra Group, LLC  
6006 Bowdendale Ave.  
Jacksonville, Florida 32216

**[SIGNATURES ON FOLLOWING PAGES]**

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

Witness:

**Developer**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

County OF \_\_\_\_\_

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, who is the \_\_\_\_\_ of the company. He has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

Witness:

**St. Johns County, Florida**

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael D. Wanchick,  
County Administrator

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Michael D. Wanchick, who is the County Administrator for St. Johns County, Florida, and is authorize to execute this Agreement on behalf of St. Johns County, Florida. He has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_

NOTARY PUBLIC, State of Florida

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

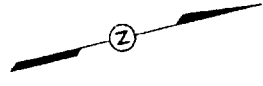
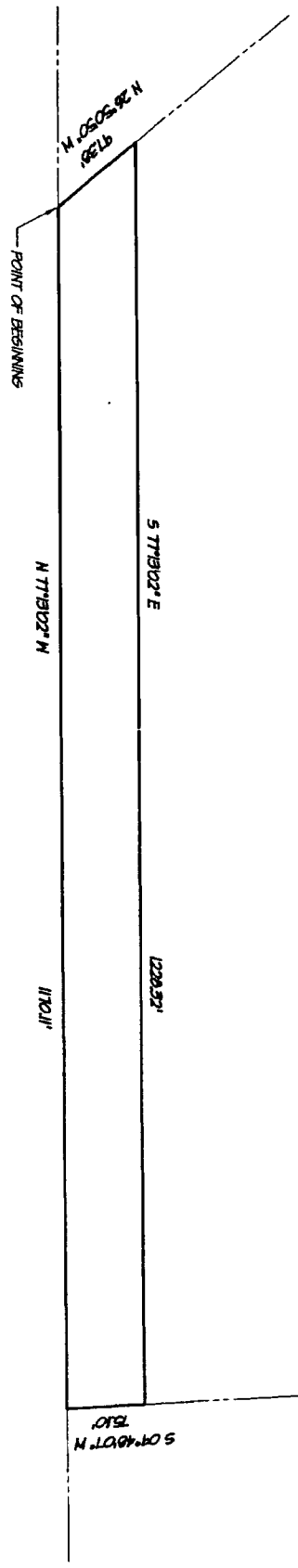
**EXHIBIT "A"**  
**(Right-Of-Way Dedicated)**

# EXHIBIT "A"

## BOUNDARY SKETCH MAP

A PARCEL OF LAND BEING A PORTION OF THE SOPHIA FATTO TRACT, SITUATED IN THE FRANCIS P. FATTO GRANT, SECTION 34, TOWNSHIP 5 SOUTH RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE NORTHERLY INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD; (A VARIABLE WIDTH PUBLIC ROAD RIGHT OF WAY, AS PER RIGHT OF WAY MAPS PREPARED BY THE ST. JOHNS COUNTY SURVEYING AND MAPPING PROGRAM, DATED APRIL 14, 1990, AND ALSO KNOWN AS COUNTY ROAD No. 11" AND/OR BOMBING RANGE ROAD; WITH THE EASTERLY BOUNDARY OF A TRACT OF LAND FORMERLY OWNED BY THE UNITED STATES OF AMERICA (ACQUIRED BY CONDEMNATION SUIT 602-1 CIVIL, KNOWN AS THE FORMER SWITZER AND NAVAL BOMB TARGET, AND RAN THENCE NORTH 26 DEGREES 50 MINUTES 50 SECONDS WEST, ALONG THE AFORESAID EASTERLY BOUNDARY OF A TRACT OF LAND FORMERLY OWNED BY THE UNITED STATES OF AMERICA (ACQUIRED BY CONDEMNATION SUIT 602-1 CIVIL), A DISTANCE OF 4738 FEET; THENCE SOUTH 77 DEGREES 13 MINUTES 02 SECONDS EAST; 1228.32 FEET; THENCE SOUTH 04 DEGREES 40 MINUTES 01 SECONDS WEST; A DISTANCE OF 7510 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, RUN THENCE NORTH 77 DEGREES 13 MINUTES 02 SECONDS WEST, ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, A DISTANCE OF 11701 FEET TO THE POINT OF BEGINNING.



SCALE: 1" = 100'

We warrant that the accuracy and the original record land of a Florida licensed surveyor and mapmaker.

John H. McLarvin, PSM  
PROFESSIONAL SURVEYOR & MAPMAKER  
Florida License LS 5919

SKETCH DATE: JUNE 18, 2013

JHM Surveying & Mapping, LLC  
4681 GARDNER LANE, JACKSONVILLE, FL 32222  
P (904) 294-2570 - F (904) 771-8271  
Email: jhmsurveying@jhm.com

**Exhibit "B"**

**(BMJ&G Appraisal Dated January 15, 2013)**

## EXECUTIVE SUMMARY

**PROPERTY IDENTIFICATION:** The subject property is a long, narrow strip of land containing 1.96± acres which is a part of the Mill Creek Plantation PUD in St. Johns County, Florida. The subject property is identified in St. Johns public records as part of Parcel Identification Number 00136-0000

**EFFECTIVE DATE OF APPRAISAL:** January 15, 2013

**INTEREST APPRAISED:** Fee Simple

**LOCATION:** The subject property is located along the north side of Greenbriar Road, approximately 1.5± miles east of SR 13 in St. Johns County, FL.

**ZONING/LAND USE:** The property currently has an Open Rural (OR) zoning and the land use is Residential B (Res-B). Note: See Extraordinary Assumption.

**SITE DATA:** Mill Creek Plantation PUD: 37.71± Acres  
18.68 Acres Upland  
19.03 Acres of Wetlands.

**HIGHEST AND BEST USE:** "As Is": Residential Single-family and future commercial use

**ESTIMATED EXPOSURE TIME:** 12 – 18 months

**HYPOTHETICAL CONDITIONS:** None

**EXTRAORDINARY ASSUMPTIONS:** The site is currently zoned Open Rural (OR) with a land use of Residential-B. The values reported herein at the conclusion of this report are subject to the zoning being changed to PUD (Mill Creek Plantation). In my opinion, based on current development trends, this zoning change is reasonably probable within the foreseeable future.

**VALUE INDICATIONS:** Subject Property: 1.96± Acre Strip of Land  
TWO HUNDRED SEVENTY-THREE THOUSAND DOLLARS  
(\$273,000)

**Exhibit "C"**

**(Form of Impact Fee Voucher)**

**Voucher #** \_\_\_\_\_

**ST. JOHNS COUNTY IMPACT FEE VOUCHER**

(Mill Creek Plantation PUD)

Name and address of Developer/Grantor: **THE ALTERRA GROUP, LCC**

Name and address of Grantee: \_\_\_\_\_

Legal description of subject property: \_\_\_\_\_

4. Subdivision or Master Development Plan name: Mill Creek Plantation PUD

The undersigned Developer/Grantor confirms that it has received from \_\_\_\_\_

on \_\_\_\_\_, 20\_\_\_\_ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below.

Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Road Facilities Impact Fee Credit account of the Developer/Grantor.

Road Impact Fees, Ordinance #87-57 in the amount of \$ \_\_\_\_\_

**Developer/Grantor:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_