

RESOLUTION NO. 274

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 BARTRAM PARK, LTD., BARTRAM PARK ASSOCIATES, LLC AND WINSLOW FARMS, LTD.

WHEREAS, Bartram Park Development, Ltd. (formerly known as Bartram Park, Ltd.), Bartram Park Associates, LLC and Winslow Farms, Ltd. are collectively the developer (“**Developer**”) of certain lands contained within the Bartram Park (the “**Project**”) as described and approved in St. Johns County Resolution No. 2014-92 (NOPC 2013-01) and Ordinance Nos. 2014-16 (COMPAMD 2013-05) and 2014-17 (MAJMOD 2013-04).

WHEREAS, Section 13 of St. Johns County Ordinance No. 87-57, as amended, St. Johns County 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 Credit Agreement attached hereto and incorporated herein.

WHEREAS, in accordance with the County Road Impact Fee Ordinance, the Developer is entitled to certain impact fee credits for certain dedications of real property to the County for right-of-way purposes.

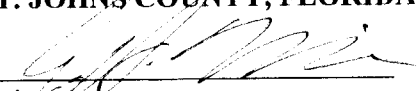
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The County Administrator is hereby authorized to approve and execute an Impact Fee Credit Agreement with Bartram Park Development, Ltd., Bartram Park Associates, LLC and Winslow Farms, Ltd. 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 7th day of October, 2014.

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



Its Chairman

Attest: Cheryl Strickland,
Clerk of Courts

CHERYL STRICKLAND, CLERK

By: Pam Halterman
Deputy

RENDITION DATE 10/10/14
JAXV1878738_1

IMPACT FEE CREDIT AGREEMENT

(Road Impact Fees/Bartram Park)

THIS IMPACT FEE CREDIT AGREEMENT (“Agreement”) is made this ___ day of _____, 2014, by and among the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA (“County”), and BARTRAM PARK DEVELOPMENT, LTD. (formerly known as Bartram Park, Ltd.), BARTRAM PARK ASSOCIATES, LLC AND WINSLOW FARMS, LTD. (collectively “Developer”).

RECITALS:

A. Bartram Park Development, Ltd., Bartram Park Associates, LLC and Winslow Farms, Ltd. are the Developer and projected Impact Feepayer for certain lands contained within the Bartram Park Development of Regional Impact (“Project”), as described and approved in St. Johns County Resolution No. 2014-92 (NOPC 2013-01) and Ordinance Nos. 2014-16 (COMPAND 2013-05) and 2014-17 (MAJMOD 2013-04).

B. 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 commencing land development activity or applying for a building permit or certificate of occupancy (“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 expenses necessary to provide roads within St. Johns County.

C. Section 13 of the Road Impact Fee Ordinance allows for impact fee credits to be granted for certain land dedications (“Road Facilities Impact Fee Credits”).

D. Pursuant to the requirements of the St. Johns County Land Development Code and Special Condition 28 of the Bartram Park DRI Amended and Restated Development Order, the Developer is dedicating right-of-way and stormwater management areas for the widening of Racetrack Road, in the locations depicted on Exhibit “A” attached hereto and incorporated herein by this reference, which dedication is recognized as meeting the requirements for Road Impact Fee Credits.

E. Pursuant to the terms of the Road Impact Fee Ordinance, County and Developer desire to set forth their agreement and a procedure for the applicant and treatment of such Road Impact Fee Credits.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated Recitals are incorporated herein as Findings of Facts.
2. The total Road Impact Fee Credits will be calculated based on the value per acre approved in Exhibit G of the Amended and Restated Development Order for the

Bartram Park Development of Regional Impact (Resolution No. 2014-92), which is attached hereto as **Exhibit "B"** and incorporated herein by this reference in the amount of Nine Million Five Hundred Seventy-Two Thousand Five Hundred One and No/100 Dollars (\$9,572,501.00).

The Developer, its successors or assigns, shall receive a maximum of Four Million Dollars (\$4,000,000.00) in Road Impact Fee Credits for its payment of proportionate share funds to the County for the construction of Section 1 of the west segment of Racetrack Road, as set forth more fully in the Bartram Park DRI Amended and Restated Development Order. The Developer, its successors and assigns, shall receive Road Impact Fee Credits in the total amount of proportionate share funds contributed to the County immediately upon the Developer's payment of such funds.

The Developer, its successors and assigns, shall receive a total amount of Road Impact Fee Credits equal to Thirteen Million Five Hundred Seventy-Two Thousand Five Hundred One and No/100 Dollars (\$13,572,501.00)

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 Fee Ordinance directly to Developer. Developer shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are paid directly to the Developer. Then, for so long as the total Road Impact Fee Credits for which Developer has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, Developer shall issue to such Feepayer a voucher evidencing full payment of Road 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 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 Developer's Road Impact Fee Credit account. In the event that the County institutes an alternate mechanism to the current voucher for Impact Fee Credits, such as a voucherless system, Developer and Feepayer may use said alternate system. The voucher form is attached hereto as **Exhibit "C"** and incorporated herein by this reference.
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 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 Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road 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 right-of-way dedication 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 remain any Road Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Impact Fee payments made by the Feepayers applying for building permits or certificates of occupancy within the Project and the remaining balance of Road Impact Fee Credits.
6. At such time as the Road Impact Fee Credits provided for hereunder have been exhausted, Developer or the Feepayer seeking building permits or certificates of occupancy within the Project shall pay the County the Road Impact Fees as are then due and payable under the Road Impact Fee Ordinance in effect at that time. Until such time, any Feepayer 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 constructed 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 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 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 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 Project.
 - 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 exhibits attached to this Agreement are incorporated into and made a part of this Agreement.
- E. The Agreement, and any exhibits and/or addenda made a part hereof, constitutes 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. Any notices provided pursuant to this Agreement shall be sent to the parties at the following addresses:
- County: County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084
- Developer: Bartram Park Development, Ltd.
Attn: J. Thomas Dodson
700 Ponte Vedra Lakes Boulevard
Ponte Vedra Beach, Florida 32082
- G. 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.
- H. All covenants, agreements, representation and warranties made herein shall be deemed to be material and may be relied on by each party to this Agreement.
- I. This Agreement is recognized as being subject to the laws of the State of Florida and the ordinances of St. Johns County, and therefore all applicable provisions thereof are incorporated herein. If any provision hereof is inconsistent with the requirements of Florida laws or the ordinances of St. Johns County, such laws and ordinances shall apply.
- J. Nothing in this Agreement shall act to allow an entity to receive impact fee 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 a certain amount.

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

BARTRAM PARK DEVELOPMENT, LTD., a
Florida limited partnership

By: _____

Name: _____

Title: _____

)

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this ___ day of _____, 2014 by _____, who is personally known to me or who has provided _____ as identification.

Notary Public:

[Signatures Continue on Following Pages]

BARTRAM PARK ASSOCIATES, LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this ___ day of _____, 2014 by
_____, who is personally known to me or who has provided _____
_____ as identification.

Notary Public:

[Signatures Continue on Following Pages]

WINSLOW FARMS, LTD., a Florida limited
partnership

By: _____

Name: _____

Title: _____

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by
_____, who is personally known to me or who has provided _____
_____ as identification.

Notary Public:

[Signatures Continue on Following Page]

ST. JOHNS COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this ___ day of _____, 2014 by _____, who is personally known to me or who has provided _____ as identification.

Notary Public:

EXHIBIT "A"
Right-of-Way Maps

WEST SEGMENT

PARCEL 100A	=	4.858	ACRES±
PARCEL 100B	=	2.495	ACRES±
PARCEL 102A	=	0.127	ACRES±
PARCEL 102B	=	7.882	ACRES±
POND EASEMENT 100C	=	3.000	ACRES±
POND EASEMENT 102C	=	2.680	ACRES±
POND EASEMENT 102D	=	2.430	ACRES±
TOTAL		= 23.472	ACRES±

ST. JOHNS COUNTY
DUVAL COUNTY

DUVAL COUNTY
ST. JOHNS COUNTY

36 31
1 6

RACE TRACK ROAD

ST. JOHNS
PARKWAY

100A

100C

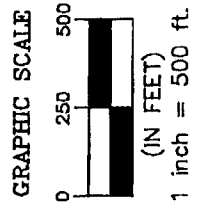
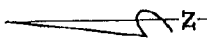
100B

102A

102C

102B

102D



MIDDLE SEGMENT

PARCEL 105	=	2.243	ACRES±
PARCEL 106A	=	2.791	ACRES±
POND 106B	=	1.985	ACRES±
POND 106C	=	2.866	ACRES±
TOTAL		=	9.885
			ACRES±

DUVAL COUNTY
ST. JOHNS COUNTY

31 32
6 5

INTERCHANGE
STATE ROAD NO. 9B

106A

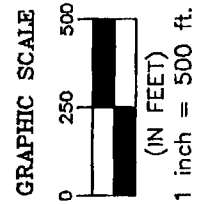
106C

106B

105

DURBIN
CREEK

RACE TRACK ROAD



EAST SEGMENT

PARCEL 110A = 4.631 ACRES±
POND EASEMENT 110C = 5.024 ACRES±
PARCEL 111A = 1.922 ACRES±
TOTAL = 11.577 ACRES±

DUVAL COUNTY
ST. JOHNS COUNTY

32 33
5 4

RACE TRACK ROAD

INTERSTATE NO. 95

110C

110A

111A

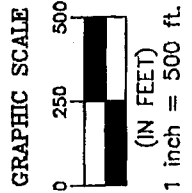
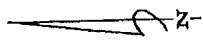


EXHIBIT "B"
Impact Fee Credit Calculation

Race Track Road Right-of-Way and Stormwater Management Area Contributions

Land Value per Acre (Yr. 2000 Dollars):			<u>\$146,270</u>	
Completed Contributions:	Parcel	Acres	Total	Land Value
Spine Rd. to US 1	7	5.060		
	7A	5.090		
	7B	9.140		
	7C	<u>1.220</u>		
			20.510	\$3,000,000 Previously Dedicated
Future Contributions:	Parcel	Acres	Total	Land Value
West Segment	100A	4.858		
	100B	2.495		
	100C	3.000		
	102A	0.127		
	102B	7.882		
	102C	2.680		
	102D	2.430		
	105	2.243		
	106A	2.791		
	106B	1.985		
	106C	<u>2.866</u>		
			33.357	\$4,879,132
East Segment	110A	4.631		
	110C	5.024		
	111A	<u>1.922</u>		
			<u>11.577</u>	<u>\$1,962,799</u>
Remaining to Contribute			44.934	\$6,572,501
Total Contributed Land:			<u>65.444</u>	<u>\$9,572,501</u>

