

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 ALSOP, INC.

WHEREAS, ALSOP, INC. is the Developer of certain lands contained within the Greenbriar Preserve Planned Unit Development (the Project) as described and approved in St. Johns County ORD. 2013-27; 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 property dedicated to St. Johns County and/or improvements made as identified within the Impact Fee Agreement attached hereto and incorporated herein; and

WHEREAS, in accordance with the County Road Impact Fee Ordinance, Alsop, Inc. is entitled to certain impact fee credits for certain dedications and/or improvements.

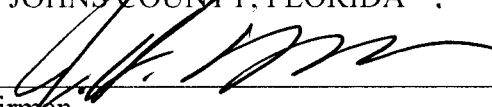
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The County Administrator is hereby authorized to approve and execute an Impact Fee Credit Agreement with Alsop, Inc. substantially in the form of that which is attached hereto and incorporated herein by reference for those improvements and/or 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.

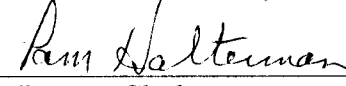
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 18th day of February, 2014.

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



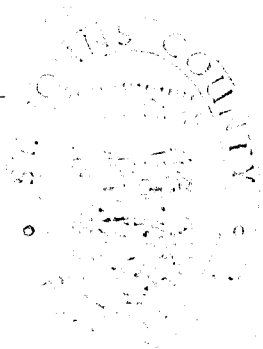
Its Chairman

ATTEST:
CHERYL STRICKLAND, CLERK

By: 

Deputy Clerk

RENDITION DATE 2/20/14



IMPACT FEE CREDIT AGREEMENT
(“AGREEMENT”)

THIS AGREEMENT is made this _____ day of _____, 2014 by and among the **COUNTY OF ST. JOHNS**, a political subdivision of the State of Florida, 500 San Sebastian View, St. Augustine, Florida 32084 (“**County**”), and **ALSOP, INC.**, a Florida company, P.O. Box 1389, St. Augustine, Florida 32085 (“**Developer**”).

RECITALS:

- A. Alsop, Inc. is the Developer and projected Impact Feepayer of certain lands contained within the Greenbriar Preserve Planned Unit Development (“Project”), as described and approved in St. Johns County Ordinance 2013-27.
- 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 application 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 impact fee credits to be granted for certain dedications and/or improvements (“Road Impact Fee Credits”).
- D. Pursuant to the County requirements of the Land Development Code, Alsop, Inc. is dedicating a sixty six (66) foot wide portion of property described within “**Exhibit A**” Legal Description for reserved right-of-way for Greenbriar Road, which is recognized as meeting the requirements for Road Impact Fee Credits.
- E. Pursuant to the terms of the Road Impact Fee Ordinance, County and Alsop, Inc. 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 is 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 as the sum shown on “**Exhibit B**” in the amount of \$75,800.00 (see attached Exhibit B – Appraisal Summary Letter).
- 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 Impact Fee Ordinance directly to Alsop, Inc. as indicated on the sample

voucher, “**Exhibit C**” attached to this agreement. Alsop, Inc. shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are paid directly to Alsop, Inc. Then, for so long as the total Road Impact Fee Credits for which Alsop, Inc. has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, Alsop, Inc. 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 Alsop, Inc. 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 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.

4. In the event that Alsop, Inc. determines to sell all or part of the Project, Alsop, Inc. 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 Alsop, Inc. in its sole discretion, determines. In such event, Alsop, Inc. 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 Alsop, Inc. 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 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 Impact Fee Credits, Alsop, Inc. 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, Alsop, Inc. 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 Alsop, Inc.
7. Miscellaneous Provisions
 1. 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.

2. 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 Development.
3. 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.
4. All of the exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.
5. 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.
6. 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.
7. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.
8. 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.
9. The Developer must be a feepayer as referenced in the applicable impact fee ordinance to receive impact fee credits under this ordinance.
10. 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.

11. 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.

12. 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:

Alsop, Inc.
P.O. Box 1389
St. Augustine, Florida 32085

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

Alsop, Inc.

By: _____
Name _____
Title _____

State of: _____
County of: _____

The Foregoing instrument was acknowledged before me this _____ day of _____ 2014, by _____, who is the _____ of Alsop, Inc, and is authorized to execute this Agreement on behalf 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: _____

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

ST. JOHNS COUNTY, FLORIDA

By: _____

Michael D. Wanchick
County Administrator

LEGALLY SUFFICIENT

State of: FLORIDA
County of: ST, JOHNS

Name
Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2014, by Michael D. Wanchick, who is the County Administrator for St. Johns County, Florida, and is authorized 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 _____
Name: _____
My Commission Expires: _____
My Commission Number is: _____

EXHIBIT A

Dedications

PARCEL B:

A PORTION OF THE FRANCIS PHILIP FATIO GRANT SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, TOGETHER WITH A PORTION OF SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF GREENBRIAR ROAD (COUNTY ROAD NO. 11, A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), WITH THE WESTERLY LINE OF A TRACT OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA THROUGH CONDEMNATION SUIT 602-J-CIVL, KNOWN AS THE FORMER SWITZERLAND NAVAL BOMB TARGET; THENCE NORTH 35° 03' 27" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 35.66 FEET TO A FOUND CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENBRIAR ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 889, PAGE 1815; THENCE SOUTH 77° 10' 57" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, 3,537.45 FEET FOR A POINT OF BEGINNING; THENCE NORTH 51° 29' 59" EAST, 96.08 FEET, THENCE SOUTH 77° 10' 57" EAST, PARALLEL TO AND 75 FEET NORTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, 1,698.63 FEET; THENCE SOUTH 12° 51' 23" WEST, 75.00 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD; THENCE NORTH 77° 10' 57" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1,759.63 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION THEREOF AS DESCRIBED AS PARCEL 6 (WINCHESTER) IN WARRANTY DEED TO ST. JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, RECORDED JANUARY 29, 1995 IN OFFICIAL RECORDS BOOK 1382, PAGE 832 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF SOPHIA FATIO GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, AND PART OF SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE MOST EASTERLY CORNER OF SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST; SAID CORNER BEING SHOWN ON SURVEY BY ROBERT M. ANOUS AND ASSOCIATES, DATED FEBRUARY 1954, PREPARED FOR CONTAINER CORPORATION OF AMERICA; SAID CORNER ALSO BEING MONUMENTED WITH A 3 INCH IRON FILLED WITH CONCRETE; THENCE NORTH 41° 06' 02" WEST, ALONG THE NORTHEASTERLY LINE OF SAID SECTION 39, A DISTANCE OF 498.40 FEET TO A FOUND CONCRETE MONUMENT AND THE SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY; THENCE CONTINUE NORTH 41° 06' 02" WEST, ALONG SAID NORTHEASTERLY LINE OF SECTION 39, A DISTANCE OF 111.97 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENBRIAR ROAD; THENCE NORTH 77° 13' 02" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 11,162.34 FEET TO THE EASTERLY BOUNDARY OF A TRACT OF LAND FORMERLY OWNED BY THE UNITED STATES OF AMERICA (ACQUIRED BY CONDEMNATION SUIT 602-J-CIVL) AND THE POINT OF BEGINNING; THENCE NORTH 77° 11' 40" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 3,665.52 FEET; THENCE NORTH 12° 48' 20" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 77° 11' 40" EAST, PARALLEL WITH, 9.00 FEET PERPENDICULAR TO AND NORTHERLY OF THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, A DISTANCE OF 3,658.07 FEET; THENCE SOUTH 26° 48' 58" EAST, ALONG THE AFOREMENTIONED EASTERLY BOUNDARY OF A TRACT OF LAND FORMERLY OWNED BY THE UNITED STATES OF AMERICA (ACQUIRED IN CONDEMNATION SUIT 602-J-CIVL) A DISTANCE OF 11.68 FEET TO THE POINT OF BEGINNING.

Integra Realty Resources

6278 Duport Station Court
Unit 2
Jacksonville, FL 32217

T 904.296.8995
F 904.296.8996
www.irr.com

EXHIBIT B



October 15, 2013

Danielle Foreman, CAM
Alsop, Inc.
P.O. Box 1389
St. Augustine, FL 32085

SUBJECT: Market Value Appraisal
Greenbriar Preserve subdivision site
Greenbriar Road
Unincorporated St. Johns County, Florida 32259
IRR - Jacksonville File No. 170-2013-0676

Dear Ms. Foreman:

Integra Realty Resources – Jacksonville is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the overall parcel of the fee simple interest in the property. As requested, we also estimate the market value of the donation parcel and the market value of the remainder after donation. The client for the assignment is Alsop, Inc., and the intended use is for dedication of right-of-way.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and applicable state appraisal regulations.

To report the assignment results, we use the summary report option of Standards Rule 2-2 of USPAP. Accordingly, this report contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

The subject is a parcel of vacant land along the north side of Greenbriar Road in northwestern St. Johns County containing an area of 30.56 acres. The property was recently rezoned from Open Rural to PUD, Planned Unit Development, which permits development of a 34 lot single-family subdivision to be named Greenbriar Preserve. The owner intends to

donate a 2.62 acre strip of land along the road frontage to St. Johns County, with the remainder parcel having an area of 27.94 acres.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinions of value are as follows:

Value Conclusions			
Parcel	Interest Appraised	Date of Value	Value Conclusion
Overall parcel	Fee Simple	October 2, 2013	\$884,000
Donation parcel	Fee Simple	October 2, 2013	\$75,800
Remainder parcel	Fee Simple	October 2, 2013	\$808,200

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. The subject is currently under contract for sale to the client. The client placed the property under contract in December 2012 and subsequently had the property rezoned and approved for the development of a 34 lot subdivision. The client placed the property under contract for sale to a builder in July 2013 that intends to develop the site and build homes within the subdivision. The property will reportedly be sold soon after the client's acquisition of the site. We have been provided with details of both contract prices by the client and have considered these amounts in our value estimates.
2. The value estimates do not include the value of any timber located on the site.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. None



Danielle Foreman, CAM
Alsop, Inc.
October 15, 2013
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If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - JACKSONVILLE



John Mullen
State-Certified General
Real Estate Appraiser
Florida # RZ 3496
Telephone: 904-296-8995, ext. 213
Email: smullen@irr.com



Nicholas Franjo Chop, MAI
State-Certified General
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