

RESOLUTION NO. 2015 - 334

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A REVISED CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT ON BEHALF OF THE ST. JOHNS COUNTY, FLORIDA

WHEREAS, at the September 15, 2015 Board of County Commissioners meeting, the Board approved a Proportionate Fair Share Agreement (Agreement) between Dream Finders Homes, LLC (Developer) and St. Johns Service Company (Owner) to mitigate for proportionate transportation impacts to SR A1A pursuant to Section 11.09.04B of the Land Development Code to meet transportation concurrency requirements for the Lakes at Ponte Vedra PUD; and

WHEREAS, prior to the execution of the Agreement, the property ownership was transferred from St. Johns Service Company to DFH Land, LLC; and

WHEREAS, a Revised Concurrency and Impact Fee Credit Agreement is reflecting DFH Land, LLC as the Applicant and Owner, is attached and incorporated to this Resolution; and

WHEREAS, the COUNTY has reviewed the terms, provisions, and requirements of the Revised Concurrency and Impact Fee Credit Agreement, and has determined that accepting the terms of the Agreement, will service the interests of the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

1. The above recitals are hereby adopted as findings of fact.
2. The County Administrator, or designee, is hereby authorized to execute the Agreement on behalf of the County for the purposes mentioned above.
3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 3 day of November, 2015.

ATTEST: HUNTER S. CONRAD

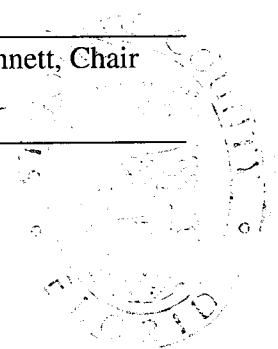
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Ram Halterman
Deputy Clerk

By: [Signature]
Priscilla L. Bennett, Chair

Rendition Date: 11/5/15

Effective Date: 11/5/15



CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT

(Proportionate Fair Share Methodology, LDC Section 11.09.04)

THIS CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT (“**Agreement**”) is made as of this ____ day of _____, 2015 (“**Effective Date**”), by and between **DFH LAND, LLC**, a Florida limited liability company (“**Applicant/Owner**”), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (“**County**”).

WITNESSETH:

WHEREAS, Applicant is/was the contract purchaser of approximately 22.52 acres of property described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”), which land is currently zoned Planned Unit Development pursuant to Application PUD 2014-12 and St. Johns County Ordinance No. 2015-37 (the “**Lakes at Ponte Vedra PUD**”); and

WHEREAS, the Lakes at Ponte Vedra PUD allows the Property to be developed with a maximum of sixty-eight (68) single-family units with related amenities; and

WHEREAS, the Applicant seeks by this Agreement to obtain a determination by the County that adequate public facilities and services (except for schools, which are addressed in a separate agreement) are available (“**Concurrency**”) for the development of the Lakes at Ponte Vedra PUD; and

WHEREAS, the Applicant is entering into a separate School Concurrency Proportionate Share Mitigation Agreement (Application SCD 2014-07) with the County and St. Johns County School District to mitigate for the Lakes at Ponte Vedra PUD’s impacts on public schools; and

WHEREAS, an application for a Certificate of Concurrency for the Lakes at Ponte Vedra PUD filed by the Applicant (Application CONMAJ 2014-16) for the proposed development was denied by the County on April 28, 2015, with a finding that staff analysis indicated inadequate capacity for the proposed development on Link 147.2 (State Road A1A from Marlin Avenue to the Duval County Line); and

WHEREAS, the County has adopted a Proportionate Fair Share Program, as defined in Part 11.09.00 of the St. Johns County Land Development Code (“**LDC**” or “**Code**”), that establishes a method

whereby the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors; and

WHEREAS, the Applicant seeks by this Agreement to set forth the conditions under which a Final Certificate of Concurrency, as that term is defined in the LDC, for traffic impacts may be issued for the Lakes at Ponte Vedra PUD for development of a maximum of sixty-eight (68) single-family units with related amenities (“**Concurrency Development**”); and

WHEREAS, the transportation improvements and other activities to be made or performed by the County using the Applicant’s proportionate fair share contribution will advance the implementation of the County’s adopted Traffic Circulation Element as contained within the St. Johns County 2025 Comprehensive Plan and will provide a significant benefit to the impacted transportation system by improving the overall Level of Service on the impacted transportation system; and

WHEREAS, the St. Johns County Road Impact Fee Ordinance No. 87-57, as amended, allows impact fee credits to be granted for proportionate fair share payments, right-of-way dedication and transportation facility construction (“**Road Impact Fee Credits**”); and

WHEREAS, the County deems it to be in the public interest to recognize the Applicant’s Transportation Contributions described in this Agreement in improving the transportation system in the portion of the County in which the Lakes at Ponte Vedra PUD is located; and

WHEREAS, the County has determined that Applicant is making commitments binding it and its successors and assigns in the Lakes at Ponte Vedra PUD to St. Johns County to provide the Applicant’s Transportation Contributions to County transportation facilities to mitigate the impacts of the Concurrency Development pursuant to LDC Section 11.09.04.B; and

WHEREAS, the Owner consents to the Applicant making these binding commitments for the Concurrency Development and the Property as set forth below; and

WHEREAS, the Code, as amended from time to time, allows the County’s execution of this Agreement; and

WHEREAS, this Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development; and

WHEREAS, the Applicant or its successors and assigns will be required to pay Road Impact Fees for roads in connection with the Concurrency Development and, as a result, the Applicant is a “**Feepayer**” as defined in Ordinance #87-57, as amended, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee credits to FeePAYERS under certain circumstances.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Findings of Fact**

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. **Purpose.**

The Purpose of this Agreement is:

a. To grant any owner of the Lakes at Ponte Vedra PUD, or any portion thereof, traffic concurrency as provided for in Concurrency Certificate No. CONMAJ 2014-16 as required for the construction of the Concurrency Development authorized by this Agreement at any time during the term of this Agreement, as this Agreement may be amended or extended from time to time, subject to compliance with the terms and conditions of this Agreement and the Concurrency Certificate, as appropriate; and

b. To recognize the Applicant’s Transportation Contributions as a significant benefit to the impacted transportation system in the area of Lakes at Ponte Vedra PUD.

3. **Densities Statement.**

The Lakes at Ponte Vedra PUD is to be developed with a maximum of sixty-eight (68) single-family residential units with related amenities under the existing Comprehensive Plan future land use designation and PUD zoning for Lakes at Ponte Vedra.

Amendments to the zoning classification and/or the proposed Concurrency Development from time to time, which do not increase the transportation impacts beyond the development intensities proposed or allowed therein or the equivalent thereof as identified in traffic impact analysis report submitted in support of any such ordinance and the request for concurrency, shall not affect the validity or vary the terms of this Agreement. If a zoning and/or Concurrency Development change is made that in any way increases such transportation impacts as set forth herein, this Agreement shall not be effective only as to the incremental development causing the increased impacts, but such incremental development shall not limit or impair any rights, privileges and benefits afforded by this Agreement.

4. **Total Proportionate Share Obligation and Payment Schedule**

a. The opinion of probable construction costs estimate to improve all deficient roadways within the Concurrency Development's Traffic Impact Area equate to a total cost of Three Million One Hundred Fifteen Thousand Five Hundred and No/100 Dollars (\$3,115,500.00), of which the proportionate fair share for the Concurrency Development impacts is calculated to be Sixty-three Thousand Two Hundred Twenty Three and No/100 Dollars (\$63,223.00), as detailed in **Exhibit "B"** (the "PFS Payment") attached hereto and incorporated herein by this reference.

b. The Applicant shall pay its PFS Payment for the Concurrency Development no later than two (2) years after approval of this Agreement or prior to final plat approval for any portion of the Concurrency Development, whichever comes first.

c. The Applicant commits to pay its PFS Payment for capacity studies or improvements relieving capacity of State Road A1A including, but not limited to, area-wide capacity analysis, intersection improvements or other capacity/safety improvements in the Concurrency Development's Traffic Impact Area. The Developer's obligation under this Section 4 shall not be affected by any subsequent change imposed by any state or local agency to transportation concurrency mitigation, nor shall it be affected by

any subsequent interpretation of current regulations relating to transportation concurrency mitigation without the express agreement of the County, in its sole discretion.

5. **County Obligations.**

a. By executing this Agreement, the County hereby authorizes this Agreement to be used as a basis for granting traffic or transportation concurrency and public facilities concurrency for the Concurrency Development within the Lakes at Ponte Vedra PUD as provided for in LDC Article XI. This authority extends, however, only to the authority contemplated by LDC Article XI and neither expressly nor impliedly relieves any party to this Agreement of the obligation to secure any and all other state, federal and local permits necessary to authorize the Concurrency Development by this Agreement. The County shall issue a Final Certificate of Concurrency (CONMAJ 2014-16) as of the Effective Date, which Final Certificate of Concurrency may precede the approval of this Agreement and be conditioned upon the approval of this Agreement and compliance with the conditions set forth in this Agreement.

b. The County recognizes that the Applicant's PFS Payment as significantly benefiting the impacted transportation system.

c. The County will adopt the Applicant's Transportation Contribution into the County's Five-Year Schedule of Capital Improvements in the County's Capital Improvements Element ("CIE") of its Comprehensive Plan at the next scheduled update.

6. **Authority and Duration.**

This Agreement is made and granted pursuant to the St. Johns County Land Development Code and Section 163.3180, Florida Statutes, as they may be amended from time to time, and is effective from the Effective Date through the expiration of the Final Certificate of Concurrency, unless otherwise extended by extension of the Final Certificate of Concurrency or by agreement of the parties to this Agreement. In the event the Final Certificate of Concurrency is extended, the duration of this Agreement shall also be extended.

7. **Extension of Agreement: Subsequent Change.**

The duration of this Agreement may be extended by the County. If the County modifies the Code with respect to the Concurrency Management System subsequent to the execution of this Agreement, or if a change in circumstances warrants, the County may, in its sole discretion, pursue such other method of mitigation so long as the rights granted to Applicants in this Agreement are not adversely impacted and remain unchanged, and the payment obligations of the Applicants do not increase.

8. **Necessity to Obtain Permits.**

The Applicant acknowledges its obligation to obtain all necessary local development permits which may be needed for the Lakes at Ponte Vedra PUD. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to the Property shall not relieve Applicant or its heirs, successors or assigns of the necessity of complying with federal, state and local permitting requirements, conditions, terms or restrictions as may be applicable. In the event Applicant encounters unanticipated delays in obtaining the required permits, or is unable to obtain the required permits, the County will not unreasonably deny, upon a showing of good cause, a request to extend the timeframes contemplated herein.

9. **Impact Fees.**

Pursuant to Ordinance No. 87-57, as amended, 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, to pay a 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 in St. Johns County.

a. **Amount.** Applicant has requested and the County has agreed to provide the Applicant, its successors and assigns, with certain road impact fee credits equal to Sixty-three Thousand Two Hundred Twenty Three and No/100 Dollars (\$63,223.00). The total value of the PFS Payment by the Applicant shall all be eligible for Road Impact Fee Credits on a "dollar for dollar" basis. Road Impact Fee Credits shall be awarded to the Applicant, its successors and assigns, immediately upon the Applicant's providing PFS Payment, as set forth in Subsection 4 hereof.

b. Method of Issuance. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with any construction within the Lakes at Ponte Vedra PUD shall pay the amount due under the Road Impact Fee Ordinance, directly to the Applicant, its successors and assigns, to the extent there remain unused road impact fee credits available within the Lakes at Ponte Vedra PUD credit account. The Applicant, its successors and assigns, shall be fully responsible for notifying all Fee payers of this requirement and shall ensure that such payments are directly paid to the Applicant, its successors and assigns. Then, for so long as the total Road Impact Fee Credits for which the Applicant has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, the Applicant, its successors and assigns, shall issue such Feepayer a voucher evidencing full payment of Road Impact Fees in connection with such Feepayer's application for building permit or certificate of occupancy. The voucher issued by the Applicant, its successors and assigns, shall contain a statement setting forth the amount of Road Impact Fee paid. An example of said voucher is attached hereto as Exhibit "C" and incorporated herein by this reference. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer and deduct the amount of such voucher from the Lakes at Ponte Vedra PUD Road Impact Fee Credit account. In the event that the County institutes an alternate mechanism to the current vouchers for Road Impact Fee Credits, such as a voucherless system, the Applicant, its successors and assigns, may use said alternate system.

c. Sale of Development. In the event Applicant may determine to sell all or part of its Property, Applicant may sell, transfer, assign or convey all or part of its allocation of Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use only within the Lakes at Ponte Vedra PUD for such consideration as the Applicant determines. In such event, Applicant shall execute and deliver to the County, a copy of the instrument selling, transferring, assigning or granting its allocation of the Road Impact Fee Credit, or portion thereof, to a Fee Payer. Applicant acknowledges that only one Impact Fee Credit account may exist at any given time for the Lakes at Ponte Vedra PUD.

d. Limitations on Amount/Assignability/Use. In no event shall Applicant sell, transfer, assign or convey all or part of the Road Impact Credits for use outside the Lakes at Ponte Vedra PUD, without the

approval of the County. Further, Applicant acknowledges the total amount of such Road Impact Fee Credits may be further limited by Section 13 of Ordinance No. 87-57, as amended, and in effect at the time this Agreement becomes effective and Applicant covenants and agrees that it will not challenge by an judicial proceeding the interpretation of the County Attorney's Office that the Road Impact Fee Credits identified or granted by this Agreement are limited to the extent and/or amount of Road Impact Fees which are due or become due from the Concurrency Development. Road Impact Fee Credits can be applied to extend the Final Certificate of Concurrency.

10. **Remedies.**

If any party hereto fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief. Notwithstanding anything to the contrary herein, Applicant's obligations are expressly subject to the Applicant commencing development of the Lakes at Ponte Vedra PUD and said development requiring payment for concurrency pursuant to applicable Florida law.

In addition to other remedies, the County may halt approval of additional plats or construction plans within the Property until and unless the Applicant complies with the terms and conditions of Sections 4 and 5. The County may not withhold building permit approvals on platted lots owned by third parties as a result of failure of Applicant to comply with its payment guaranty.

11. **Future Impact Fee Assessments, Proportionate Fair Share Refunds.**

a. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Road Impact Fees, or if levied, to levy them for any certain amount.

b. Notwithstanding any other provision in this Agreement, no land, except the Lakes at Ponte Vedra PUD, shall be, implicitly or explicitly, considered approved for concurrency, by virtue of this Agreement.

c. In the event that the proposed or constructed Concurrency Development is so modified as to create a net reduction of impacts to the impacted transportation or public facilities systems from those outlined in Section 3 herein and its related application for concurrency (CONMAJ 2014-16), the Applicant,

its successors and assigns, shall have the right to obtain a pro rata reduction by modification of this Agreement pursuant to the review and approval of a Concurrency Modification that results in reduced transportation impacts. In the event that the proportionate fair share obligation described at Section 4 above of this Agreement has already been met, Applicant shall hold a transportation concurrency credit for the Lakes at Ponte Vedra PUD equal to the pro rata reduction based on reduced transportation impacts.

d. The impact fee credits to be awarded pursuant to this Agreement shall be honored by the County toward payment of road impact fees for development within the residential portion of the Lakes at Ponte Vedra PUD or toward payment of any fee which replaces impact fees or connection fees if the County eliminates road impact fees and replaces them with some other road impact payment system for road construction.

12. **Binding Effect.**

The burden of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. The rights and obligations of Applicant may be assigned and delegated to a successor or owner/developer and, in such event, the assignor shall be relieved of further liability under this Agreement. If the Applicant assigns its rights and obligations hereunder to another party, the Applicant must provide a copy of the instrument transferring or assigning the obligation(s) and specifying which obligation is being transferred and to whom.

13. **Applicable Law; Jurisdiction of Venue.**

This Agreement and the rights and obligations of the parties hereto as they may appear herein, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. The parties waive trial by jury. If any provision of this Agreement, or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the development contemplated by this Agreement shall not relieve any party, or its successors in interest of the obligations to comply with the law

governing such permit requirements, conditions, terms and restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of any portion of the Property.

14. **Joint Preparation.**

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15. **Exhibits.**

All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

16. **Captions or Paragraph Headings.**

Captions and paragraphs headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

17. **Counterparts.**

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

18. **Effective Date.**

This Agreement shall become effective the date it is executed by all parties (the “**Effective Date**”).

19. **Amendment.**

This Agreement may be amended by mutual written consent of the parties so long as the amendment meets the requirements of the Code.

20. **Duration of Permits.**

The Applicant acknowledges that, except for the extension of the concurrency reservation of transportation capacity, this Agreement does not extend the duration of any other permits or approvals.

21. **Further Assurances.**

Each of the parties hereto agrees, to the extent permitted by law, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonable requested by the other party in order to carry out the intent of this Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

22. **Notices.**

Any notices or reports required by this Agreement shall be sent to the following:

For the County: County Administrator
St. Johns County
500 Sebastian View
St. Augustine, Florida 32084

For Applicant: John Landress, MSRE PE
DFH LAND, LLC
3030 Hartley Road, Suite 300
Jacksonville, Florida 32257

With a copies to: Robert E. Riva, Jr., Esquire
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Office of County Attorney
St. Johns County
500 Sebastian View
St. Augustine, Florida 32084

23. **Miscellaneous Provisions:**

a. This Agreement and any Exhibits made a part of this Agreement, 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.

b. This Agreement is made for the sole benefit and protection of the parties (their successors and assigns) and no other persons shall have any right of action under this Agreement.

c. All covenants, agreements, representations and warranties made in this Agreement shall be deemed to be material and relied on by each party to this Agreement.

d. If the Applicant has met all of its obligations under this Agreement, then, the rights granted to Applicant under this Agreement shall survive the termination of this Agreement and shall continue for so long as there remain any unused Road Impact Fee Credits.

e. Nothing in this Agreement shall act to allow Applicant to receive Road Impact Fee Credits for contributions provided by a government entity including, but not limited to a Community Development District but if a Community Development District makes such payments on behalf of a party, then it shall be entitled to the Road Impact Fee Credits.

[Signatures on following pages]

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

WITNESS:

ST. JOHNS COUNTY, FLORIDA

By: _____

Name: _____

Name: Michael D. Wanchick,

County Administrator

Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this _____ day of _____, 2015, 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 Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

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

WITNESS:

DFH LAND, LLC, a Florida limited liability company

By: _____

Name: _____

Name: _____

Title: _____

Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument is hereby acknowledged before me this _____ day of _____, 2015, by _____ who is the _____ of DFH LAND, LLC, a Florida limited liability company and is authorized to execute this Agreement on behalf of DFH LAND, LLC. 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"

Legal Description of Property

A PART OF GOVERNMENT LOT 11, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 11, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF PONTE VEDRA LANDING, AS RECORDED IN MAP BOOK 17, PAGES 97 THROUGH 99, THENCE SOUTH 01° 10' 34" EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 11 AND THE WEST LINE OF SAID PONTE VEDRA LANDING, 1,291.60 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 11, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF GOVERNMENT LOT 14 AND ALSO THE NORTHEAST CORNER OF THE PLAT OF MARSH LANDING AT SAWGRASS UNIT FOURTEEN, AS RECORDED IN MAP BOOK 21, PAGES 51 THROUGH 57; THENCE SOUTH 89° 14' 06" WEST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 11 AND A NORTH LINE OF SAID PLAT OF MARSH LANDING AT SAWGRASS UNIT FOURTEEN, 840.51 FEET; THENCE NORTH 01° 10' 34" WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 434.83 FEET; THENCE NORTH 89° 14' 06" EAST, PARALLEL WITH SAID SOUTH LINE OF GOVERNMENT LOT 11, 240.79 FEET; THENCE NORTH 01° 10' 34" WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 419.61 FEET; THENCE SOUTH 89° 14' 06" WEST, PARALLEL WITH SAID SOUTH LINE OF GOVERNMENT LOT 11, 232.37 FEET; THENCE NORTH 41° 57' 21" WEST, 40.82 FEET; THENCE NORTH 01° 10' 34" WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 404.85 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 11 AND ALSO THE SOUTH LINE OF THE PLAT OF MARSH COVE II, AS RECORDED IN MAP BOOK 27, PAGES 57 THROUGH 59; THENCE NORTH 89° 07' 07" EAST, ALONG SAID NORTH LINE OF GOVERNMENT LOT 11 AND SAID SOUTH LINE OF THE PLAT OF MARSH COVE II AND ITS EASTERLY PROLONGATION, 858.61 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 11 AND THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN OFFICIAL RECORDS BOOK 689, PAGE 2097, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

EXHIBIT "B"

Concurrency Development Impacts

1	2	3	4	5	6	7	8
IMPROVEMENT COST ESTIMATE							
Link ID	Roadway Segment	Improvement	Item	Units	Avg Cost Per Unit (1)	Improvement Cost	
147.2	Marlin to Duval County	Widen 4 to 6 lanes	Roadway Structure	0.56 Miles	\$ 4,121,487	\$ 2,308,033	
			Signals	- SF	\$ 122	\$ -	
			PE & CEI (2)	2 Each	\$ 194,300	\$ 388,600	
			Right-of-Way	46% of Const		\$ 1,442,173	
				19% of Const		\$ 438,526	
						\$ 4,577,332	
PROJECT SHARE COST ESTIMATE							
Link ID	Roadway Segment	Improvement	Service Volumes	Project Traffic	Project Share (3)	Project Share Cost	
147.2	Marlin to Duval County	Widen 4 to 6 lanes	Existing SV	3,580			
			Improvement SV	5,390			
			SV Increase	1,810	25	1.38%	\$ 63,223
TOTAL SR A1A PROJECT SHARE COST							\$ 63,223
(1)	Source: Generic Cost Per Mile Models (April 15, 2014)						
(2)	PE & CEI = Preliminary engineering and construction engineering-inspection						8/7/2015
(3)	Project Share = Project Traffic / Service Volume Increase. (Cannot exceed 100%)						

EXHIBIT "C"

Form of Impact Fee Credit Voucher

Voucher # _____

**St. Johns County Impact Fee Voucher
Lakes at Ponte Vedra PUD**

1. Name and address of Developer/Grantor: DFH LAND, LLC
3030 Hartley Road, Suite 300
Jacksonville, FL 32257
2. Name and address of Grantee: _____

3. Legal description of subject property: See attached Exhibit "A"
4. Subdivision or Master Development Plan name: Lakes at Ponte Vedra 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 Impact Fee Credit account of the Developer/Grantor.

_____ Roads Ordinance No. 87-57 in the amount of \$ _____

DFH LAND, LLC,

a Florida limited liability company

By: _____

Print: _____

Its: _____