

RESOLUTION NUMBER 2017 - 51

**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 AVAIL GROUP, LLC**

WHEREAS, The Avail Group, LLC is the Developer of certain lands contained within the Moultrie Woods, Planned Unit Development (the Project) as described and approved in St. Johns County ORD. 2015-64; 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 as identified within the Impact Fee Agreement attached hereto and incorporated herein; and

WHEREAS, in accordance with the County Road Impact Fee Ordinance, The Avail Group, LLC is entitled to certain impact fee credits for certain dedications.

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 Avail Group, LLC substantially in the form of that which is attached hereto and incorporated herein by reference for 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.

Section 3. To the extent there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 21<sup>st</sup> day of February, 2017.

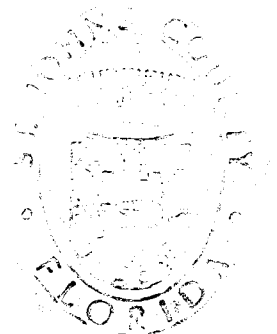
BOARD OF COUNTY COMMISSIONERS OF ST.  
JOHNS COUNTY, FLORIDA

ATTEST:  
HUNTER S. CONRAD, CLERK

By: Pam Hatterma  
Deputy

Chairman

RENDITION DATE 2/23/17



## IMPACT FEE CREDIT AGREEMENT

### Road Impact Fees

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Agreement") by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **The Avail Group, LLC**, ("Developer").

#### RECITALS:

- A. Developer is the developer and projected Impact Fee payer of certain lands contained within the Moultrie Woods as described and approved in St. Johns County Ordinance No. 2014-21 (the "PUD").
- B. Pursuant to Section 13 of 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 for impact fee credits to be granted for certain dedications and/or improvements ("Road Impact Fee Credits").
- D. The Developer is dedicating right-of-way along Wildwood Drive that is adjacent to the existing Moultrie Woods PUD that is more particularly described on Exhibit "A" of this Agreement. This dedication is subject to Developer's continued right to access Wildwood Drive for ingress and egress and utilities, including water, reuse water, natural gas, sewer, telephone, cable, etc.
- E. The Developer's dedication of the right-of-way is recognized as meeting the requirements for Road Impact Fee Credits.
- F. 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 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 for the Funds will be calculated as the sum shown on **Exhibit "B"** of this Agreement in the amount of six thousand, five hundred dollars and 00/100 (\$6,500) Dollars.
3. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the PUD shall pay the amount due under the Road 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 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 Road Impact Fee Credit Account. The Voucher Form is attached hereto as **Exhibit "C"**. 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 Developer determines to sell all or part of the PUD, 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 PUD 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 PUD 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 PUD.

5. On or before January 31 of each year, so long as there remains 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 Fee payers applying for building permits or certificates of occupancy within the PUD 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 Fee payer seeking building permits or certificates of occupancy within the PUD 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 Fee payer within the PUD 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 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 PUD. 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 PUD.
  - 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:

Michael D. Wanchick, County Administrator  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

With Copy To: County Attorney  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

For the Developer: The Avail Group, LLC  
2200 Autumn Cove Circle  
Fleming Island, Florida 32003  
904-234-0969  
Moultrie Woods PUD

With a copy to: Franson, Iseley, & Rendzio  
1400 Prudential Drive Suite 5  
Jacksonville, Florida 32207  
Att: Bryan R. Rendzio

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

**[SIGNATURES ON FOLLOWING PAGES]**

Witness:

DEVELOPER:

Signed, sealed and delivered in the presence of:

**The Avail Group, LLC.** , a South Carolina Company

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

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

Name Printed: Eli M. Rozier, Jr.

Title: President

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2017, by Eli M. Rozier, Jr., as President of The Avail Group, LLC, and a South Carolina Corporation.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of \_\_\_\_\_ at Large

Commission #

My Commission Expires:

Personally Known

Or Produced I.D.

[Check one of the above]

Type of Identification Produced

\_\_\_\_\_

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 \_\_\_\_\_, 20\_\_, by Michael D. Wanchick, as County Administrator of St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida, on behalf of the County. He has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of \_\_\_\_\_ at Large

Commission #

My Commission Expires:

Personally Known

or Produced I.D.

[check one of the above]

Type of Identification Produced

\_\_\_\_\_

**Exhibit "A"**

**[Legal description of the Right-of-Way]**

**LEGAL DESCRIPTION: ST. JOHNS COUNTY RIGHT OF WAY DEDICATION**

**A PORTION OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTH CORNER ON THE WEST END OF CHERRY TREE ROAD, AS SHOWN ON THE PLAT OF ST. AUGUSTINE HEIGHTS, UNIT 3, AS RECORDED IN MAP BOOK 10, PAGE 41 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°37'00" WEST, ALONG THE WESTERLY LINE OF SAID CHERRY TREE ROAD, A DISTANCE OF 31.99 FEET ;**

**THENCE SOUTH 89°32'42" WEST, ALONG THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2451, PAGE 1160, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 496.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°32'42" WEST, ALONG SAID SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2451, PAGE 1160, A DISTANCE OF 17.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILDWOOD DRIVE (A 66.00 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 00°27'31" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 209.75 FEET; THENCE NORTH 89°32'42" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 17.00 FEET; THENCE SOUTH 00°27'31" EAST, A DISTANCE OF 209.75 FEET TO THE POINT OF BEGINNING.**

**SAID PARCEL OF LAND CONTAINING 3,565.75 SQUARE FEET OR 0.08 ACRES MORE OR LESS.**

# MOULTRIE WOODS PUD

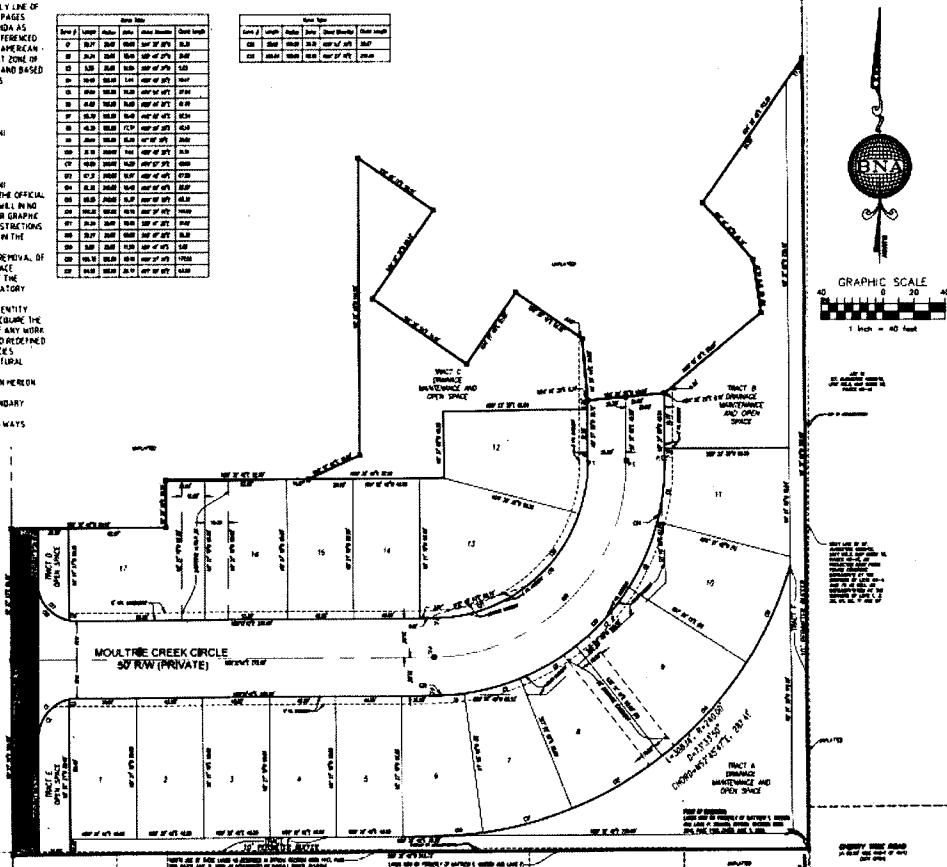
A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 8 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 2 OF 2

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY LINE OF TRACTS A AND B AS DESCRIBED IN OFFICIAL RECORDS BOOK 2457 PAGES 1842-1843 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AS BEING SHOWN ON A PLAT OF COORDINATES SHOWN HEREON AND REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM OF 1983. 1983 ADJUSTMENT IN A.D. 83-740 FOR THE EAST ZONE OF THE STATE OF FLORIDA. TRANSVERSE MERCATOR PROJECTION AND BASED ON NATIONAL GEODETIC SURVEY CONTROL POINTS AS FOLLOWS:  
\*JACKSONVILLE COR'S ADP  
N 307°29'25"  
W 307°29'25"  
SCALE FACTOR CONVERGENCE=1.99999771  
THIS IS A GPS CONTINUOUSLY OPERATING REFERENCE STATION  
\*DANVILLE COR'S ADP  
N 79°41'15.57"  
W 80°31'36.734"  
SCALE FACTOR CONVERGENCE=1.99999288  
THIS IS A GPS CONTINUOUSLY OPERATING REFERENCE STATION  
2. NOTICE THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WELL IN ALL CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY.  
3. CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF ANY JURISDICTIONAL WETLAND LINE WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS/HER AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO OBTAIN THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE MAY BE SUPERSEDED AND RELOCATED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENT AGENCIES.  
4. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL VEGETATIVE AND UNDEVELOPED.  
5. INTERIOR SECTION LINES AND GOVERNMENT LOT LINES SHOWN HEREON WERE PLOTTED FROM VARIOUS AVAILABLE MAPS.  
6. SEE DRAWING BY THIS FIRM, DRAWING NO. 815-203 FOR BOUNDARY SURVEY OF SUBJECT PROPERTY.  
7. ALL 50 FT LOT LINES ARE NON-RADIAL TO CURVED RIGHT-OF-WAYS UNLESS OTHERWISE NOTED.

Line #	Length	Bearing	Area	Area (Acres)	Area (Sq Ft)
1	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
2	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
3	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
4	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
5	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
6	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
7	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
8	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
9	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
10	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
11	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
12	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
13	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
14	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
15	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
16	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
17	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
18	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
19	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
20	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
21	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
22	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
23	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
24	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
25	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
26	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
27	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
28	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
29	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
30	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000

Line #	Length	Bearing	Area	Area (Acres)	Area (Sq Ft)
31	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
32	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
33	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
34	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
35	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
36	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
37	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
38	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
39	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
40	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
41	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
42	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
43	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
44	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
45	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
46	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
47	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
48	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000
49	100.00	N 0° 0' 0" E	0.0000	0.0000	0.0000
50	100.00	N 90° 0' 0" E	0.0000	0.0000	0.0000



**LEGEND:**

PERMITS OF CONSTRUCTION	PLANES	ON-CONCRETE SETTLEMENT	3/4" BOLD LINE	ON-OPTIONAL RECORD BOOK	3" WOOD POST
PERMITS OF REVISION	ON-CORNER	NON-PERMANENT REFERENCE MONUMENT	1/4" BOLD LINE	POUNCE	1/4" ALUMINUM POST & LEAF ELEMENT
PERMITS OF REVISION	ON-CORNER	PERMANENT REFERENCE MONUMENT	1/8" BOLD LINE	RE-SET TO SCALE	
PERMITS OF CONSTRUCTION	ON-CORNER	ON-CONCRETE SETTLEMENT	1/16" BOLD LINE	NO-FOUND	
	ON-CORNER	ON-CONCRETE SETTLEMENT	1/32" BOLD LINE	IN-FOUND	
	ON-CORNER	ON-CONCRETE SETTLEMENT	1/64" BOLD LINE	IN-FOUND	

**BRADSHAW-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED SURVEYOR No. 6506  
 280 BUSINESS PARK CIRCLE, SUITE #10  
 ST. AUGUSTINE, FLORIDA 32086  
 (904) 828-2387 FAX: (904) 828-8876  
 www.bradshaw-niles.com

**Exhibit "B"**

**[Impact Fee Credit Calculation]**

**Excerpt from Integra Realty Resources. Appraisal dated 11/8/2016**

The subject of this appraisal includes a 17' right-of-way located within the Moultrie Woods PUD and along the east side of Wildwood Drive. The subject is a portion of a 3.55-acre parcel of vacant land located along the east side of Wildwood Drive south of State Road 207 in St. Johns County, Florida. The property is zoned PUD Ord. 2015-64, Planned Unit Development, which permits single-family homes. Moultrie Woods is currently being developed with 17 single-family lots. The subject includes a 17-foot strip along the development's frontage and includes a total of 3,565 square feet.

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

Appraisal Premise Interest Appraised Date of Value Conclusion

**Market Value As Is Fee Simple August 25, 2016 \$6,500**

Summary of Land Values Parcel Unit of Comparison Units Indicated Unit:

Whole Site Units 17 (\$16,500 Indicated Unit Value) \$280,500 Rounded

Subject ROW Usable SF 3,565 (\$1.81 Indicated Unit Value) \$6,500 Rounded

**Total \$6,500**

**Exhibit "C"**

**(Impact Fee Voucher)**

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

**ST. JOHNS COUNTY IMPACT FEE VOUCHER**

**(Moultrie Woods PUD)**

Name and address of Developer/Grantor: The Avail Group, LLC

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

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

Subdivision or Master Development Plan name: Moultrie Woods 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 Impact Fee Credit account of the Developer/Grantor.

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

**Developer/Grantor:**

**The Avail Group, LLC**

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

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

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