

RESOLUTION NO. 2023 - 3

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 U-HAUL CO OF FLORIDA.

WHEREAS, U-HAUL CO OF FLORIDA is the developer of certain lands contained within the U-Haul Mill Creek (Bridle Ridge PUD) located on State Road 16 in St. Johns County; and

WHEREAS, St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Impact Fee Ordinance (“Road Impact Fee Ordinance”) and Chapter 163, Florida Statutes, allow 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; and

WHEREAS, in accordance with the Road Impact Fee Ordinance and Chapter 163, Florida Statutes, **U-HAUL CO OF FLORIDA** is entitled to certain impact fee credits for the dedication of land.

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 **U-HAUL CO OF FLORIDA** 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.

Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor or concept of this Resolution, then 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 17th day of January, 2023.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Christian Whitehurst
Its Chair

Rendition Date JAN 17 2023

ATTEST:
BRANDON J. PATTY, Clerk of the Circuit Court & Comptroller

By: [Signature]
Deputy Clerk



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

Road Impact Fees

THIS AGREEMENT is made this _____ day of _____, 2023 by and between the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **U-HAUL CO OF FLORIDA** ("Developer").

RECITALS:

- A. **U-HAUL CO OF FLORIDA** is the Developer and projected Impact Feepayer of certain lands contained within the **Bridle Ridge Planned Unit Development, known as U-Haul Mill Creek** ("Project"), in St. Johns County, Florida.
- 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 Thirteen of the Road Impact Fee Ordinance allows impact fee credits to be granted for certain dedications and/or improvements ("Road Impact Fee Credits").
- D. Developer is dedicating thirty-seven (37) feet of right-of-way along the frontage of the Project along State Road 16, which is recognized as meeting the requirements for Road 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 State Road 16 ("Road") for ingress and egress and utilities, including water, sewer, telephone, cable, etc. and subject to FDOT approval/permitting.
- 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 application 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 agreed land value of the right-of-way in the total amount of **\$380,000** (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 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"**.
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 dedication and/or improvements to the particular development to which credits are transferred. Notwithstanding the foregoing, any impact fee credits granted on or after July 1, 2020 will be in accordance with Florida law as amended at that time. 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 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 Thirteen 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 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: Hunter S. Conrad
County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

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

For the Developer: Matthew F. Braccia
U-Haul CO of Florida
c/o Amerco Real Estate Company
2727 N Central Avenue
Phoenix, AZ 85004

[SIGNATURES ON FOLLOWING PAGES]

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

Developer:
U-Haul CO of Florida
c/o Amerco Real Estate Company
2727 N Central Avenue
Phoenix, AZ 85004

By: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, who is the _____ of the company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

**St. Johns County, Florida, a political
subdivision of the State of Florida**

By: _____
Hunter S. Conrad,
County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by Hunter S. Conrad, 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 is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

EXHIBIT "A"

(Right-Of-Way Dedicated)

LAND DESCRIPTION: PROPOSED RIGHT-OF-WAY (PREPARED BY THIS FIRM)

A PARCEL OF LAND LOCATED IN SUBSECTION 5 (OR LOT 5) OF "ANTONIO HUERTAS GRANT", LOCATED IN SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" OPEN PIPE (NO IDENTIFICATION) AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 16-A AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 72°52'08"W, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, A DISTANCE OF 1057.69 FEET TO A 5/8" REBAR & CAP (LB 7143); THENCE, LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, NORTH 17°07'52" WEST, A DISTANCE OF 37.00 FEET; THENCE NORTH 72°52'08" EAST, A DISTANCE OF 1029.71 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 16-A; THENCE SOUTH 54°13'26" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 46.39 FEET TO THE POINT OF BEGINNING. CONTAINING 38,616.90 SQUARE FEET (0.89 ACRES), MORE OR LESS.

Exhibit "B"

(Appraisal Summary Dated September 7, 2022)

**APPRAISAL REPORT
OF THE PARTIAL TAKING OF THE
VACANT SITE LOCATED AT THE S.W. CORNER OF
S.R. 16 & C.R. 16A
THE SITE CONTAINS 590,891± SF BEFORE
THE TAKING AND 552,274± SF AFTER THE TAKING**



PREPARED FOR:

**BRIAN MANN
U-HAUL CO. OF FLORIDA**

PREPARED BY:

**Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser RZ 677
Pacetti Appraisal Services Inc.**

PACETTI APPRAISAL SERVICES INC.

Real Estate Appraisers and Consultants

Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser
RZ 677

September 7, 2022

Mr. Brian Mann
U-Haul Co. Of Florida
2727 N. Central Avenue
Phoenix, AZ 85004

Property Desc. : Vacant site containing 590,891± square feet before the taking, and 552,274± square feet after the taking.
Property Location : Located at the corner of S.R. 16 and C.R. 16A. The address is 6201 County Road 16A, St. Augustine, St. Johns County, Florida 32092.

Dear Mr. Mann:

At your request, we have made an investigation and analysis of the property located at the southwest corner of S.R. 16 and C.R. 16A, St. Augustine, FL. While the entire site contains 590,891± square feet, the FDOT is looking to acquire a 38,617± square foot portion of this site.

The purpose of this investigation and analysis was to provide the following opinions of value for the Subject Property:

Market Value of the Portion Taken plus damages to the Remainder, if any

The "as is" appraisal date is September 2, 2022.

The Subject's parent tract consists of two adjacent parcels of land, Parcel # 027981-0061 & 027981-0062, that together form an irregular shaped site that contains 590,891± square feet. The site contains 1,058.01± feet of frontage along the north side of State Road 16, and 952.50± feet of split frontage along the west side of County Road 16A.

The proposed taking involves a strip of land that runs along the southern border of the Subject Parcel (north side of State Road 16). The strip of land has a quadrilateral shape that runs the entire length of the southern border of the Subject site, and is 37 feet wide at the west end and 46.39 feet wide at the east end. This strip of land contains a total of 38,617± square feet.

Therefore, after the taking the Subject site will contain 552,274± square feet. There are reportedly no site or building improvements in the areas being taken.

All sizes and measurements are according to a survey completed by Deren Land Surveying, and dated 6/11/2019.

1301 Plantation Island South, Suite 303A, Saint Augustine, FL 32080 (904) 461-9810/FAX (904) 461-9967

Mr. Mann
Page Two,

This appraisal is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for a Appraisal Report. As such, it presents a summary discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's value estimate. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client. The appraiser is not responsible for unauthorized use of this appraisal report.

Therefore, subject to the assumptions and limiting conditions and to the definition of Market Value as set forth in this report, it is our opinion that the Market Value of the Fee Simple Interest in the Subject Property, as of September 2, 2022, is as follows:

Market Value of the Portion Taken plus damages to the Remainder, if any:

THREE HUNDRED EIGHTY THOUSAND DOLLARS
(\$380,000)

A description of the property appraised, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent.

Thank you for the opportunity to be of service to you in this matter.

Respectfully submitted,

PACETTI APPRAISAL SERVICES INC.



Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser RZ 677



Randall A. Pacetti
State-Certified General Real Estate Appraiser RZ 3911
File #2022-102

Exhibit "C"

(Sample Impact Fee Voucher)

Voucher # _____

ST. JOHNS COUNTY IMPACT FEE VOUCHER

(U-Haul Co of Florida)

Name and address of Developer/Grantor: **Matthew Braccia, U-Haul Co of Florida, c/o Amerco Real Estate Company, 2727 N Central Avenue, Phoenix, AZ 85004**

Name and address of Grantee: _____

Legal description of subject property: **Exhibit A**

4. Subdivision or Master Development Plan name: **Bridle Ridge PUD (U-Haul Mill Creek)**

The undersigned Developer/Grantor confirms that it has received from _____ on _____, 2023 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 Roads Impact Fee Credit account of the Developer/Grantor.

Road Impact Fees, Ordinance #87-57 in the amount of \$ **380,000.00**

Developer/Grantor:

By: _____

Name: _____

Its: _____