

RESOLUTION NO. 2025- 119

**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 210 EAST LLC**

WHEREAS, 210 East LLC, a Florida limited liability company (“210 East”), is the developer of certain lands contained within the CR210 Commercial (the “Project”) as described and approved in St. Johns County *Permit # Comm 23-39*; and

WHEREAS, Section 13 of St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Impact Fee Ordinance (“Road Impact Fee Ordinance”) allows for impact fee credits to be granted by the Board of County Commissioners for the property dedicated to St. Johns County 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, 210 East 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 210 East 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.

SIGNATURES APPEAR ON NEXT PAGE

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida
this 15th day of April, 2025.

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

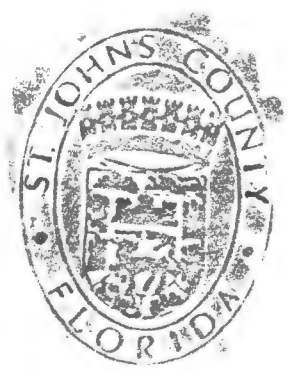
Rendition Date APR 15 2025



Krista Joseph, Chair

**ATTEST: BRANDON J. PATTY, CLERK OF
THE CIRCUIT COURT & COMPTROLLER**

BY: Crystal Smith
Deputy Clerk



IMPACT FEE CREDIT AGREEMENT

Road Impact Fees

THIS IMPACT FEE CREDIT AGREEMENT (“Agreement”) is made this __ day of _____ 2025, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** (“County”) and 210 East LLC, a Florida limited liability company (“210 East”).

RECITALS

A. 210 East is the Developer and projected Impact Feepayer of certain lands contained within the *CR210 Commercial* (“Project”), as described and approved in St. Johns County (*Permit # Comm 23-39*).

B. Pursuant to St. Johns County *Ordinance No. 87-57*, as amended, St. Johns County Road Impact Fee Ordinance (“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 or improvements of non-site-related right-of-way (“Road Impact Fee Credits”).

D. Pursuant to the County requirements of Section Thirteen of the Road Impact Fee Ordinance, *210 East* is dedicating property to St. Johns County and/or improvements made or funded by 210 East which is recognized as meeting the requirements for Roads Impact Fee Credits.

E. As a result of accommodating the additional CR 210 right-of-way and in coordination with the County's CR 210 6-lane widening currently under construction that ends just to the east of the proposed commercial site, the Owner paid for engineering redesigned of the proposed commercial site to accommodate the additional right-of-way needed for widening CR 210 and to include the median modification in front of the site. A percentage of the cost of the engineering redesign is recognized as meeting the requirements for Road Facilities Impact Fee Credit.

F. Pursuant to the terms of the Roads Impact Fee Ordinance, County and *210 East* desire to set forth their agreement and a procedure for the applicant and treatment of such Roads 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 the proper for ingress and egress and utilities including water, sewer, telephone, cable, ect.

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 Roads Impact Fee Credits will be calculated as the purchase price of the right-of-way in the amount of \$440,000 plus re-engineering costs in the amount of \$75,080 (see attached “**Exhibit B**”). The total amount of the Roads Impact Fee Credit shall be \$515,080.
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 Consolidated Impact Fee Ordinance directly to *210 East*. *210 East* shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are paid directly to *210 East*. Then, for so long as the total Roads Impact Fee Credits for which *210 East* has issued vouchers under this Agreement is less than the total Roads Impact Fee Credits authorized by this Agreement, *210*

East shall issue to such Feepayer a voucher evidencing full payment of the Roads Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy. The voucher issued by *210 East* shall contain a statement setting forth the amount of Roads 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. The Voucher form is attached hereto as **Exhibit "C"**.

4. In the event that *210 East* determines to sell all or part of the Project, *210 East* 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 *210 East* in its sole discretion, determines. In such event, *210 East* 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 *210 East*. The Parties agree that no impact fee credit may be used or applied to development outside the Project without the reasonable approval of the County, and that such approval is governed by Florida Statute 163.31801 *210 East* 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, *210 East* shall prepare and deliver to the County Planning 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, *210 East* 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 *210 East*.

7. Miscellaneous Provisions

a. This Agreement shall be constructed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the County's Road Impact Fee Ordinance and other applicable ordinances. Any and all applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable.

b. 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.

c. All of the exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.

d. 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.

e. 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.

f. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.

g. 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.

h. *210 East* must be a feepayer as referenced in the applicable impact fee ordinance to receive impact fee credits under this ordinance.

i. 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.

j. 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.

k. Any Notices or reports required by this Agreement shall be sent to the following:

1. For the County:
County Administrator St. Johns County
500 San Sebastain View
St. Augustine, FL 32084

2. For the Developer:
Jonathan Heldenbrand
1021 Greenridge
Jacksonville FL 32207

With copy to:
Peek & Miska
1525-A The Greens Way
Suite 100
Jacksonville Beach FL 32250

SIGNATURES APPEAR ON NEXT PAGE

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

210 East LLC, a Florida limited liability company

By: _____
Jonathan Heldenbrand, Manager

State of Florida
County of: _____

The foregoing instrument was acknowledged before me by means of
 physical presence or online notarization, this ____ day of _____, 2025, by _____ as _____ for _____.

Notary Public, State of Florida
Name:

My Commission Expires:

My Commission Number is:

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ST. JOHNS COUNTY, FLORIDA

By: _____

Name:

Title:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of
 physical presence or online notarization,
this _____ day of _____, 2025, _____ by _____
as _____ for _____.

Notary Public, State of Florida
Name:

My Commission Expires:

My Commission Number is:

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Exhibit B



EXECUTIVE SUMMARY

Property Type	Right-Of-Way (ROW)		
Physical Address	1545 County Road 210 West Saint Johns, Florida 32259		
Owner as of Effective Date	210 East, LLC		
Land Sizes	Before	Donated Right-Of-Way Site	After
Parcel Numbers	026150-0010 026140-0000	026150-0010 (Part of) 026140-0000 (Part of)	026150-0010 026140-0000
Pad-Site #1	0.83 Acres		1.155 Acres
Pad-Site #2	0.98 Acres		1.155 Acres
Pad-Site #3	0.85 Acres		
Total Retail Pad-Sites	2.66 Acres	0.35 Acres	2.31 Acres
	115,870 SF	15,425 SF	100,445 SF
Upland Buffer	0.17 Acres		0.17 Acres
Conservation Easement	0.31 Acres		0.31 Acres
Storm Water Pond	0.64 Acres		0.64 Acres
Miscellaneous Area	0.26 Acres		0.26 Acres
Ingress & Egress Easement	0.27 Acres		0.27 Acres
Gross Land Size	4.31 Acres	0.35 Acres	3.96 Acres
	187,744 SF	15,425 SF	172,319 SF
Highest and Best Use			
<i>"Before" the Donation</i>	<i>Retail</i>		
<i>"After" the Donation</i>	<i>Retail</i>		
Appraisal Effective Date	July 2, 2024		
Date of Inspection	July 2, 2024		
Interest Appraised	Fee Simple		
Appraisal Purpose	Market Value		
Extraordinary Assumption	<p>The market value opinion estimated in this report was made under the following extraordinary assumption.</p> <ul style="list-style-type: none"> The construction budget provided by the developer is not only accurate but also adequate, and our opinions of value are based on the completion of the improvements reported and showing quality workmanship. <p>The use of the extraordinary assumption above may affect the assignment results if found inaccurate.</p>		

Exhibit B



Hypothetical Condition	None
Estimated Exposure Time	12± months
Estimated Marketing Time	12± months

Subject to the assumptions and limiting conditions and definition of market value as set forth in the body of the following report, our opinion of the "As Is" market compensation (value) in fee simple interest of the property legally described herein is:

Valuation Date	July 2, 2024
Compensation For the Right-Of-Way Site	\$440,000

Exhibit B

210 East LLC

Re-energizing Fees to Kimley Horn due to redesign from 25 ft required ROW
reservation

Kimley Horn

Revised permitting (amendment 1) *42% of total per staff agreement	\$	10,080
Revised Civil (amendment 2)	\$	65,000
Total Kimley Horn extra fees	\$	<u>75,080</u>

Exhibit B

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 1 dated October 9, 2023 to the agreement between NAI Hallmark Partners, LLC ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 10, 2022 ("the Agreement") concerning CR 210 (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Task 1 –Pond Parcel Coordination and Team Meetings

Kimley-Horn will participate in coordination meetings and provide project support for the County's Pond Parcel as requested by the Client.

1. Kimley-Horn will host project coordination meetings with the Client or Client's representatives via phone or via a virtual meeting platform.
2. Kimley-Horn will host project coordination meetings with the St. Johns County staff via phone or via a virtual meeting platform on an as-needed basis.
3. Kimley-Horn will prepare and attend virtual Client meetings as needed on an hourly basis.

Task 2 – St. Johns County Commissioner Resolution Assistance

Kimley-Horn will assist the Client's Land Attorney with preparing the draft Resolution for the shared use pond agreement.

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expiration.

Task 3 – Stormwater Management Design

Kimley-Horn will prepare a preliminary stormwater management design that evaluates a shared-use pond that will serve the project's existing and future stormwater needs utilizing the St. Johns County (SJC) and St. Johns River Water Management District (SJRWMD) criteria for the proposed development. The stormwater design will include a pre-development and post-development drainage basin analysis for the project limits in order to identify the pre-development discharge rates that will need to be maintained or reduced in the post-development condition. The stormwater design will be consistent with the SJC and SJRWMD requirements for water quality and attenuation.

This evaluation will be based on previously permitted stormwater data provided to Consultant by SJC and the Site Plan previously developed for the project.

Exhibit B

We will provide our services to meet a mutually agreed to schedule.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

For the services set forth above, Client shall pay Consultant the following compensation:

TASK	DESCRIPTION	FEE
1	Pond Parcel Coordination/Team Meetings	Hourly (est. \$3,000)
2	St. Johns County Commission Resolution Assistance	Hourly (est. \$2,000)
3	Stormwater Management Design	\$19,000
Lump Sum Total (Task 3):		\$ 19,000
Estimated Hourly Total (Tasks 1 and 2):		\$ 5,000

Not to exceed the estimate for task 1&2

CLIENT:

210 East LLC

By: _____

Name: Jonathan Heldenbrand

Title: Manager

Date: 11/29/2023

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Name: Mark Shelton, AICP

Title: Associate

Date: October 9, 2023

Exhibit B

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 2 dated October 23, 2023 to the agreement between NAI Hallmark Partners, LLC ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 10, 2022 ("the Agreement") concerning CR 210 Commercial (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Project Understanding

Kimley-Horn understands the Client is interested in modifying the previously approved Phase 1 Site Plan to include a future right-of-way dedication and the existing St. Johns County stormwater pond as shown on Layout 1 dated 9/19/23.

Task 1 – Site Plan Modifications

Kimley-Horn will modify the final site plan prepared for Phase 1 per the reference concept plan.

Task 2 – Coordination and Team Meetings

Kimley-Horn will participate in coordination meetings and provide project support for the County's Pond Parcel as requested by the Client.

1. Kimley-Horn will host project coordination meetings with the Client or Client's representatives via phone or via a virtual meeting platform.
2. Kimley-Horn will host project coordination meetings with the St. Johns County staff via phone or via a virtual meeting platform on an as-needed basis.
3. Kimley-Horn will prepare and attend virtual Client meetings as needed on an hourly basis.

Task 3 – Civil Engineering Construction Plan Modifications

Kimley-Horn will modify the previous civil engineering plans prepared for Phase 1 in accordance with the reference concept plan. It is understood that the existing St. Johns County stormwater pond will be expanded for the Project's use.

Task 4 – Code Required Landscape Architecture Modifications

Kimley-Horn will modify the code required landscape planting plans, mitigation plans, and irrigation plan prepared for Phase 1 per the reference concept plan

Exhibit B

Task 5 – Intersection Analysis Letter

Kimley-Horn traffic engineering staff will utilize the future traffic volumes projected from a previously conducted traffic study at the CR 210 / Fountains Way / Moon Bay Parkway intersection to estimate the future projected background through volumes on CR 210 adjacent to the project. Kimley-Horn will develop project traffic volumes using the latest version of the Institute of Transportation Engineers' *Trip Generation Manual*. The project traffic volumes will be assigned based on existing travel patterns. Project traffic will be combined with background traffic to estimate the total future buildout turning movement volumes at the project driveway intersections with CR 210.

The project driveway intersections will be analyzed to determine the turn lane geometry required at each project driveway. The results will be summarized in a letter to be submitted to St. Johns County.

Task 6 – Sufficiency Response

Kimley-Horn will coordinate with St. Johns County, as necessary, to respond to any comments or feedback regarding the traffic analysis. The services provided as a part of this task will be performed on an hourly, as needed, basis.

Task 7 – Permitting Modifications

Kimley-Horn will modify the commercial permit applications for Phase 1, on behalf of the Client, for the permits listed within. Kimley-Horn will establish applications for the Client's signature. The Client will be responsible for all permit and review fees as required by the governing agencies. Permits will be applied for in conformance with the permitting guidelines for the listed entities.

The following review agencies will be coordinated with:

1. St. Johns County (SJC) – Kimley-Horn will modify the existing permit application consistent with the St. Johns County Land Development Code (LDC) for review by the St. Johns County Development Review Committee (DRC). Kimley-Horn will address staff comments and questions issued during the review process. Plans will be revised and resubmitted for final review upon completion of any changes required due to reviewer comments received. Site clearing and demolition permitting is not included in this scope of services, as it is traditionally applied for by the contractor performing site construction. It is understood that the Client's floodplain consultant will provide the master stormwater model required for SJC permitting.
2. St. Johns River Water Management District (SJRWMD) – On behalf of the Client, Kimley-Horn will prepare and file a modification to the Environmental Resource Permit (ERP) application for a modification to the existing permit indicating that the proposed development meets the previously permitted threshold values. Kimley-Horn assumes that there are no additional wetland impacts required for the proposed Project beyond those previously approved and permitted by the SJRWMD. Kimley-Horn will address application comments, and resubmit.
3. Water and Sewer Permitting – Kimley-Horn will submit a permit modification for water and sewer utility plans to JEA for review. Kimley-Horn will address up to two rounds of staff comments.
4. Florida Department of Environmental Protection Water and Sewer Permitting - Kimley-Horn will submit a permit modification for water and sewer utility plans to JEA for review. Kimley-Horn will address up to two rounds of staff comments.

Exhibit B

Schedule

We will provide our services to meet a mutually agreed to schedule.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Fees

For the services set forth above, Client shall pay Consultant the following compensation:

TASK	DESCRIPTION	FEE
1	Site Plan Modifications	\$3,000
2	Coordination and Team Meetings	Hourly (est. \$7,000)
3	Civil Engineering Construction Plan Modifications	\$25,000
4	Code Required Landscape Architecture Modifications	\$3,000
5	Intersection Analysis Letter	\$5,000
6	Sufficiency Response	Hourly (est. \$2,000)
7	Permitting Modifications	\$20,000
Lump Sum Total (Tasks 1, 3-5, and 7):		\$ 56,000
Estimated Hourly Total (Tasks 2 and 6):		\$9,000

● Not to exceed the estimate for task 2&6

CLIENT:

210 East, LLC

By:  _____

Name: Jonathan Heldenbrand

Title: Manager

Date: 11/29/2023

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Name: Mark Shelton, AICP

Title: Associate

Date: October 23, 2023

Exhibit C

Voucher # _____

St. Johns County Impact Fee Voucher

210 East LLC

1. Name and address of Developer/Grantor: St. Johns County Board of County Commissioners
2. Name and address of Grantee: 210 East LLC, a Florida limited liability company
3. Legal description of subject property:
Parcel Numbers: 026150-0010 & 026140-0000
Address: 1545 & 1549 W County Road 210
4. Subdivision or Master Development Plan name: _____

The undersigned Developer/Grantor confirms that it has received from 210 East LLC on _____, 2024 funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Grantor.

_____ Roads Ordinance #87-57 in the amount of \$ _____

ST. JOHNS COUNTY, FLORIDA

By: _____
Name:
Title:

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of
 physical presence or online notarization, this _____ day of _____, 2025, by
_____ as _____ for _____.

Notary Public, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced