

MOBILITY FEE CREDIT AGREEMENT  
("AGREEMENT")

***Mobility Fees***

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and among the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA ("County") and PATRIOT RIDGE, LLP.

RECITALS:

- A. Patriot Ridge, LLP is the Developer and projected Mobility Feepayer of certain lands contained within Nassau Crossing Planned Unit Development (the "PUD"), as described and approved in Nassau County Ordinance 2017-42 and amended in Ordinance 2018-45.
- B. Pursuant to Nassau County **Mobility Fee Ordinance**, as amended, (the "**Mobility Fee Ordinance**"), the County requires any person who seeks to develop land within Nassau County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a **Mobility Fee ("Mobility Fee")**, so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide transportation improvements within Nassau County.
- C. Section 3.02 of the **Mobility Fee Ordinance** allows **Mobility Fee Credits** to be granted for certain dedications and/or improvements ("**Mobility Fee Credits**").
- D. Patriot Ridge, LLP is making transportation improvements as required by Ordinance 2017-42 and Ordinance 2018-45, Nassau Crossing PUD, which includes contributions towards the construction of a roundabout at the intersection of Harts Road and William Burgess Boulevard as described in Exhibit "B" and the construction of a certain improvements as outlined by the certified cost estimate included at Exhibit "C" and more fully described in Ordinance 2017-42 and amended in Ordinance 2018-45. All improvements described here are available for use by the public and provide for an expansion of the County's transportation system. These contributions and construction of facilities are recognized as meeting the requirements for **Mobility Fee Credits**.
- E. Pursuant to the terms of the **Mobility Fee Ordinance**, County and Patriot Ridge, LLP desire to set forth their agreement and a procedure for the application and treatment of such **Mobility 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 **Mobility Fee Credits** will be calculated as described on Exhibit "A".
- 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 **Mobility Fee Ordinance** directly to Patriot Ridge, LLP. Then, for so long as the total **Mobility Fee Credits** for which Patriot Ridge, LLP has been issued under this Agreement is less than the total **Mobility Fee Credits** authorized by this Agreement, Patriot Ridge, LLP shall issue to such Feepayer a

credit evidencing full payment of **Mobility Fees** in connection with such Feepayer's application for a building permit or certificate of occupancy. The credit issued by Patriot Ridge, LLP shall contain a statement setting forth the amount of **Mobility Fee** paid. Upon presentation of such credit by the Feepayer, the County shall issue a receipt to the Feepayer.

4. In the event that Patriot Ridge, LLP desires to sell all or part of the Project, Patriot Ridge, LLP may sell, transfer, assign or convey any of its interest in part of the **Mobility Fee Credits** to such purchaser, assignee or grantee for use within the Project for such consideration as Patriot Ridge, LLP in its sole discretion, determines. In such event, Patriot Ridge, LLP shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the **Mobility Fee Credits** so sold, transferred, assigned or granted and the remaining amount of **Mobility Fee Credits**, if any, shall remain vested in Patriot Ridge, LLP.
5. The Parties agree that no **Mobility Fee Credit** may be used or applied to development outside the lands located within Mobility Zone 1 as set forth in the Mobility Fee Ordinance 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.
6. In the event that Patriot Ridge, LLP sells any **Mobility Fee Credits** for use in a development that is not part of the Nassau Crossing PUD but still lies within the lands located within Mobility Zone 1 then all Feepayers applying for building permits or certificates of occupancy in connection with any construction in such development shall pay the amount due under the **Mobility Fee Ordinance** directly to Patriot Ridge, LLP in the same manner as provided for pursuant to Section 3 above and such payments shall be treated pursuant to this Agreement as having been made for use in the PUD.
7. On or before January 31 of each year, so long as there remains any **Mobility Fee Credits**, Patriot Ridge, LLP shall prepare and deliver to the County Planning and Economic Opportunity Department and Office of Management and Budget an annual report setting forth the amount of **Mobility Fee** payments made by the Feepayers applying for building permits or certificates of occupancy within the PUD to Patriot Ridge, LLP and the remaining balance of **Mobility Fee Credits**.
8. At such time as the **Mobility Fee Credits** provided for hereunder have been exhausted, Patriot Ridge, LLP or the Feepayer seeking building permits or certificates of occupancy within the PUD shall pay the County the **Mobility Fees** as are then due and payable under the **Mobility Fee Ordinance** in effect at that time. Until such time, any Feepayer within the project shall be instructed by the County to pay its **Mobility Fees** directly to Patriot Ridge, LLP.
9. 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 **Mobility 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 Nassau 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.

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

PATRIOT RIDGE, LLP

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

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

Title: \_\_\_\_\_

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, who is personally known to me or who has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

NASSAU COUNTY, FLORIDA

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

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

Title: \_\_\_\_\_

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by  
\_\_\_\_\_, who is personally known to me or who has provided  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

MOBILITY FEE CREDITS

The amount of the ***Mobility Fee Credits*** shall be equal to the sum of;

- 1) Four Hundred Thousand Dollars (\$400,000.00) as provided for by Exhibit "B".
- 2) The greater of the actual cost incurred by Patriot Ridge, LLP to construct the improvements paid for by Patriot Ridge, LLP as evidenced by invoices provided by Patriot Ridge, LLP to the County and verified and approved by the County or the amount shown in the certified cost estimate, verified and approved by the County, as described in Exhibit "C".

In the event that Patriot Ridge, LLP desires to assign for ***Mobility Fee Credits*** for costs not yet incurred to construct improvements that Patriot Ridge, LLP reasonably anticipates to construct, whether pursuant to the Nassau Crossing PUD or otherwise, Patriot Ridge, LLP may issue such credits and the County shall accept the credits in lieu of payment of the ***Mobility Fees*** provided that Patriot Ridge, LLP has provided to the County security in the form of cash or a letter of credit as approved by the County Manager and issued by a financial institution acceptable to the County equal to or greater than the amount of the cost of the proposed improvements which have not yet been completed.

Patriot Ridge, LLP anticipates satisfying all of the obligations provided for in this Agreement within three (3) years of the date of the approval of this Agreement by the County. Any improvements required to be constructed pursuant to this Agreement shall be constructed in accordance with Nassau Crossing PUD Ordinance 2017-42, as amended from time to time, or as otherwise approved by the County and shall be subject to inspection, approval and acceptance in accordance with Nassau County standards.

## EXHIBIT "B"

### CONTRIBUTION TO CONSTRUCTION COSTS FOR ROUNDABOUT

Within the later of December 31, 2020 or thirty (30) days of approval of the construction plans for the roundabout by the County, Patriot Ridge, LLP shall pay the sum of Four Hundred Thousand Dollars (\$400,000.00) less any sums expended by Patriot Ridge, LLP for any engineering design, surveying, permitting and other costs in the Harts Road and William Burgess Road rights-of-way to the County for the construction of a roundabout at the intersection of Harts Road and William Burgess Boulevard.

# Exhibit C

## J. Lucas & Associates, Inc.

Design and Consulting Engineers

October 31, 2019

Doug McDowell, AICP  
Nassau County Department of Planning  
And Economic Opportunity  
96161 Nassau Place  
Yulee, Florida 32097

Subject: Nassau Crossing Transportation  
Multi-use Trail Development Cost Estimate

Dear Mr. McDowell:

We were asked by the developer to evaluate the Nassau Crossing PUD and determine the cost associated with the development of the transportation and multi-use trail system described in the PUD document. The development of the transportation and multi-use facilities is tied to the development of the single family area and the development of the mixed use area. Estimated prices were based on the most recent bid items experienced in other projects of similar scope as well as information from the current construction. Some items were provided by the developer also based on similar items.

In summary, the development of the multi-use trails are as follows:

East-West Trail	\$46,500	Scheduled to be completed by 12/31/2020
William Burgess Boulevard Trail	\$115,850	Schedules to be completed by 12/31/2022

We trust this meets your request for information needed to complete your Impact fee agreement. If you have any questions or need any clarifications, please call.

Sincerely,

J. Lucas & Associates, Inc.

James M. Lucas  
President

