

MOBILITY FEE CREDIT AGREEMENT
("AGREEMENT")

Mobility Fees

THIS AGREEMENT is made this 8th day of March 2021 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 Station Planned Unit Development (the "PUD"), as described and approved in Nassau County Ordinance 2019-34
- 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 2019-34, Nassau Station PUD, which includes the construction of a certain improvements as outlined by the certified cost estimate included at Exhibit "D" and more fully described in Ordinance 2019-34. 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 Project 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** which Patriot Ridge, LLP has issued pursuant to 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 the **Mobility Fee Credits** may be used or applied to developments other than Nassau Station located within Mobility Zone 1 or any Mobility Zone adjoining Mobility Zone 1 or as otherwise provided by Florida Statutes. Use or application of **Mobility Fee Credits** outside of Nassau Station is subject to the review and approval of the Nassau County Manager or his/her designee.
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 Station PUD but is otherwise eligible for Mobility Fee Credits as provided by Section 5., 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 Project 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 Project 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 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 **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: Gregory F. Matosina
Name: Gregory F. Matosina
Title: Pres. of Matosina LLC
Its Managing Partner

State of Florida
County of Nassau

The foregoing instrument was acknowledged before me this 11th day of MARCH 2021, by GREG MATOVINA who is personally known to me or who has provided as identification.

Peggy Snyder
Notary Public



PEGGY B. SNYDER
Notary Public, State of Florida
My Comm. Expires November 12 2023
Commission No. GG 909093

NASSAU COUNTY, FLORIDA

By: *Thomas R. Ford*
Name: Thomas R. Ford
Title: Chairman

State of Florida
County of NASSAU

The foregoing instrument was acknowledged before me this 8th day of March 2021, by Thomas R. Ford who is personally known to me or who has provided as identification.
N/A

Peggy Snyder
Notary Public



PEGGY B. SNYDER
Notary Public, State of Florida
My Comm. Expires November 12 2023
Commission No. GG 909093

EXHIBIT "A"

MOBILITY FEE CREDITS

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

1) The appraised value of the property dedicated to the County for transportation improvements as described by the attached Exhibit "B" equal to \$86,000.00.

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 issue **Mobility Fee Credits** for costs not yet incurred to construct improvements that Patriot Ridge, LLP reasonably anticipates to construct, whether pursuant to the Nassau Station 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 Station PUD Ordinance 2019-34 or as otherwise approved by the County and shall be subject to inspection, approval and acceptance in accordance with Nassau County standards.



August 28, 2020

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

Subject: Nassau Station Transportation
Improvements Cost Estimate

Dear Mr. McDowell:

We were asked by the developer to evaluate the Nassau Station 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 transportation improvements are as follows:

East-West Trail	\$56,160	Scheduled to be completed by 12/31/2021
William Burgess & 6 parking stalls		
Harvester Street Improvements	\$169,742	Scheduled to be completed by 3/31/2021

We trust this meets your request.

Sincerely,



Digitally signed by Timothy L. Adkinson
DN: C=US, O=Unaffiliated,
OU=A01410C00001706425FB920003595, CN=Timothy L. Adkinson
Reason: I am the author of this document
Location: This item has been digitally signed and sealed by Timothy L.
Adkinson on the date adjacent to the seal. Printed copies of this
document are not considered signed and sealed and the signature
must be verified on any electronic copies.
Date: 2020-08-29 13:43:22
Foxit PhantomPDF Version: 9.7.2

Timothy L. Adkinson, P.E., LEED AP
Adkinson Engineering, P.A.