



# CITY OF PORT ST. LUCIE

## MOBILITY FEE AND ROAD IMPACT FEE CREDIT AGREEMENT

"A City for All Ages"

THIS MOBILITY FEE AND ROAD IMPACT FEE CREDIT AGREEMENT ("Agreement") is filed with the City of Port St. Lucie and is entered into on this day of \_\_\_\_\_, 202\_ [CITY to add date upon execution by all parties], between the CITY OF PORT ST. LUCIE, a municipal corporation ("CITY") and \_\_\_\_\_ (hereinafter, the "CREDIT OWNER").

CITY recognizes and agrees, as of the effective date of this Agreement, based on the attached exhibits \_\_\_\_ "\_\_\_\_\_",<sup>1</sup> CREDIT OWNER has a total valuation of impact or mobility fees as follows<sup>2</sup>:

TOTAL VALUATION OF IMPACT FEE OR MOBILITY FEE CREDITS: \_\_\_\_\_

VALUATION OF CITY ROAD IMPACT FEE CREDITS OR MOBILITY FEE CREDITS: \_\_\_\_\_

VALUATION OF ST. LUCIE COUNTY ("COUNTY") ROAD IMPACT FEE CREDITS: \_\_\_\_\_

**CREDIT OWNER:**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE OF EXECUTION: \_\_\_\_\_

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me.

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

<sup>1</sup>The exhibits attached to this Agreement must contain sufficient information for the CITY to verify that the Applicant is the owner of the impact fee or mobility fee credit it seeks to use. (e.g., identify the City or County credit agreement that is the source of the credits, and any document assigning the credits to the Credit Owner). **This Agreement expires 18 months from October 5, 2021 or at such time as a permanent Mobility Fee Credit Agreement is entered into between the CITY and the CREDIT OWNER, whichever occurs earlier.**

<sup>2</sup>This Agreement is a good faith estimate of CITY and CREDIT OWNER as to the amounts of CITY and COUNTY fee credits available to the CREDIT OWNER. It is subject to change and shall be superseded by additional written evidence establishing that a different number of credits is available. The CREDIT OWNER agrees that if the CITY determines such evidence establishes that the credit amount is lower than reflected in this Agreement and CREDIT OWNER has already used credits which exceed the amount held by CREDIT OWNER, CREDIT OWNER will pay, directly to the CITY, the difference between the credits utilized and the correct credit amount within thirty (30) days. If such payment is not made, no further permits will be issued to CREDIT OWNER until an Agreement to Reimburse Overallocation of Fee Credits is executed.

INTERNAL USE ONLY

M# \_\_\_\_\_ Legal Intake # \_\_\_\_\_