

RESOLUTION NO. 2007- 89

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE ECONOMIC DEVELOPMENT AGENCY CONTRACT WITH MARSHALL REAL ESTATE DEVELOPMENT, INC. ON BEHALF OF ST. JOHNS COUNTY, AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA as follows:

WHEREAS, Marshall Real Estate Development, Inc. submitted an application to the Economic Development Agency requesting business incentives be considered; and

WHEREAS, The Economic Development Agency prepared a written report and presented same to the Board of County Commissioners on February 6, 2007; and

WHEREAS, The Board of County Commissioners approved the incentive calculation not to exceed \$145,000 and directed the County Attorney's office to prepare an agreement; and

WHEREAS, Each County Commissioner confirms that the attached Economic Development Grant Agreement does not accrue to his/her personal benefit, and that in the County Commissioners' professional judgment, the Economic Development Grant Agreement is necessary to attract the proposed project; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

Section 2. The Board of County Commissioners of St. Johns County, Florida (Board) approves the Economic Development Agency Contract with Marshall Real Estate Development, Inc.

Section 3. The Board of County Commissioners authorizes the County Administrator to execute the Economic Development Agency Contract with Marshall Real Estate Development, Inc.

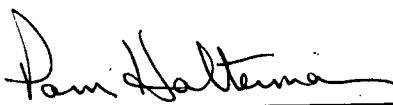
DULY ADOPTED BY THE GOVERNING BOARD OF ST. JOHNS COUNTY, FLORIDA this 20th day of March, 2007.

ATTEST:

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



Chairman



Clerk

RENDITION DATE 3/21/07

**ECONOMIC DEVELOPMENT
GRANT AGREEMENT**

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT (“Agreement”) dated this _____ day of _____, 2007, between **St. Johns County, Florida (“County”)**, a political subdivision of the State of Florida, located at 4020 Lewis Speedway, St. Augustine, Florida, and **Marshall Real Estate Development, Inc. (“Marshall”)** a Florida Corporation, located at 101 Marshall Circle, St. Augustine, Florida 32086.

RECITALS

WHEREAS, Section 125.045, Florida Statutes, declares that a public purpose is served when a County makes economic development grants to private enterprises for the expansion of businesses existing in the County, or the attraction of new businesses to the County; and

WHEREAS, Section 125.045, Florida Statutes, authorizes Counties to spend public funds for economic development activities, including the making of economic development grants; and

WHEREAS, Section 125.045, Florida Statutes, expressly notes that such section of Florida Statutes, “must be liberally construed in order to effectively carry out the purposes of this section” of Florida Statutes; and

WHEREAS, consistent with Section 125.045, Florida Statutes, **St. Johns County, Florida**, through **County Ordinance 2006-99, as amended**, adopted and implemented a St. Johns County Business Incentive Program, for the purpose of providing economic development grants for private enterprises (including developers of speculative industrial/warehouse space) that meet both the criteria established under **County Ordinance 2006-99, as amended**, and receive the Board of County Commissioners’ recommendation that an Economic Development Grant be awarded; and

WHEREAS, **Marshall**, on **April 25, 2006** submitted to the **County** an Application for an Economic Development Grant under the criteria, methodology, and rationale set forth in **County Ordinance 2006-99, as amended**; and

WHEREAS, the St. Johns County Public Economic Development Agency (“**Public Agency**”) has reviewed **Marshall’s** Submitted Application for an Economic Development under the criteria, methodology, and rationale set forth in **County Ordinance 2006-99, as amended**; and

WHEREAS, the **Public Agency** has issued a Report that evaluates **Marshall’s** Submitted Application for an Economic Development Grant under the criteria, methodology, and rationale set forth in **County Ordinance 2006-99, as amended**.

NOW THEREFORE, the parties hereto, for, and in consideration of, the mutual covenants and conditions hereinafter expressed do hereby agree as follows:

Section 1. Findings.

The above Recitals are incorporated by reference into the body of this **Agreement**, and such Recitals are adopted as Findings of Fact.

Section 2. Details and/or Parameters of Marshall's Project.

The details and/or parameters of **Marshall's Project** are contained in **Marshall's Application** for an Economic Development Grant, which was submitted to the **County** on **April 25, 2006**, and which is attached hereto, and incorporated herein.

Section 3. Expedited Processing of Permitting.

To the extent necessary, and for as long as **Marshall** is engaged in constructing its facility, noted in **Exhibit A**, and located within the **County**, the **County Administrator** may, upon a written request from **Marshall**, direct **County** staff to expedite, to the extent both practicable and permissible, the **County's** permitting process to which this Grant Application applies.

Section 4. Duration of Agreement.

The duration of this **Agreement** runs from **April 1, 2007, through and including, September 30, 2018.**

Section 5. Agreement May Not Be Assigned.

In light of the scope and rationale for this **Agreement**, **Marshall** may not assign, transfer, or sell any of the rights noted in this **Agreement**. Any attempt to assign, transfer, or sell any of the rights noted in this **Agreement** by **Marshall**, or an affiliate, subsidiary, or parent company of **Marshall**, is specifically prohibited. Should **Marshall**, or an affiliate, subsidiary, or parent company of **Marshall** assign, transfer, or sell any of the rights noted in this **Agreement**, such action, or attempted action, shall constitute an automatic termination of this **Agreement**, and will not require further notification to **Marshall** by the **County**, as to the automatic termination of this **Agreement**.

Section 6. Severability.

If any word, phrase, sentence, part, provision, subsection, section, article, exhibit, or other portion of this **Agreement**, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, provision, subsection, section, article, exhibit, or other portion of this **Agreement**, or the proscribed application thereof, shall be severable, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 7. Definitions.

- a) *Board* means the Board of County Commissioners of St. Johns County, Florida.
- b) *County* means St. Johns County, a political subdivision of the State of Florida.
- c) *County Administrator* means the County Administrator of St. Johns County, and/or designees of the County Administrator.
- d) *County Fiscal Year* means and shall reference the period of time from October 1 of one calendar year, up to, and including September 30 of the following calendar year.
- e) *County Ordinance 2006-99* means St. Johns County Ordinance 2006-99, as amended, which among other things, adopted, and implemented a County Business Incentive Program, created a Public Economic Development Agency, and authorized expenditure of County Funds for Economic Development Grants.
- f) *Full-time Equivalent Jobs* mean full-time equivalent positions; as such, terms are consistent with terms used by the Florida Department of Labor and Employment Security, and the United States Department of Labor for purposes of unemployment compensation tax administration, and employment estimation, resulting directly for a Project in the County. This number shall not include temporary construction jobs involved in the construction of facilities for the Project, or any jobs, which have previously been included in any application for tax refunds under Section 288.1045, or 288.106, Florida Statutes.
- g) *Grant Agreement* means a written agreement between the **County** and **Marshall** that establishes the details of an Economic Development Grant, and that is a pre-condition to **Marshall** being able to submit a claim for an Economic Development Grant Payment.
- h) *Program* means the St. Johns County Business Incentive Program, which is attached as an Exhibit to St. Johns County Ordinance 2006-99, as amended.
- i) *Project* means the creation of a new business within St. Johns County, or the relocation of a new business from outside the County, and/or the expansion of an existing business within the County, and/or development of speculative space for industrial or office use.
- j) *Public Agency* means the public economic development agency that is created by St. Johns County Ordinance 2006-99, as amended.

Section 8. Total Number of New Full-Time Equivalent Jobs in County.

The Number of New Full-Time Equivalent Jobs was not a factor relied upon by the **County** with respect to entering into this **Agreement**. Consequently, the Total of New Full-Time Equivalent Jobs in the **County** shall not be considered a condition associated with **Marshall** submitting a claim for, or receiving, any **County** Grant Payment.

Section 9. Average Wage of the Full-Time Equivalent Jobs.

The average wage of the New Full-Time Equivalent Jobs was not a factor relied upon by the **County** with respect to entering into this **Agreement**. Consequently, the average wage of the

New Full-Time Equivalent Johns in the **County** shall not be considered a condition associated with **Marshall** submitting a claim for, or receiving, any **County Grant Payment**.

Section 10. Amount Paid by Marshall in Fees and/or Taxes Prior to Marshall Submitting a Claim for Grant Payment; Re-calculation of Fees and/or Taxes.

Unless re-calculated and/or adjusted, as noted elsewhere in this Section, then prior to the submission of any claim for Grant Payment by **Marshall**, or issuance of any Grant Payment by the **County**, **Marshall** will have paid to the **County**, an amount totaling **\$144,912.00 (one hundred forty-four thousand, nine hundred twelve dollars)**, in **County Impact Fees**. It is expressly understood that such **County Impact Fees** will have been paid by **Marshall** prior to **Marshall** applying for, and/or receiving a **County Grant Payment** in any eligible **County Fiscal Year**.

Unless re-calculated and/or adjusted, as noted elsewhere in this Section, then prior to the submission of any claim for Grant Payment by **Marshall**, or issuance of any Grant Payment by the **County**, **Marshall** will have paid to the **County**, an amount totaling **\$24,233.00 (twenty-four thousand, two hundred thirty-three dollars)**, in **County Water Unit Connection Fees**. It is expressly understood that such **County Water Unit Connection Fees** will have been paid by **Marshall** prior to **Marshall** applying for, and/or receiving a **County Grant Payment** in any eligible **County Fiscal Year**.

Unless recalculated and/or adjusted, as noted elsewhere in this Section, then prior to the submission of any claim for Grant Payment by **Marshall**, or issuance of any Grant Payment by the **County**, **Marshall** will have paid to the **County**, an amount totaling **\$30,782.00 (thirty thousand, seven hundred eight-one dollars)**, in **County Sewer Unit Connection Fees**. It is expressly understood that such **County Sewer Unit Connection Fees** will have been paid by **Marshall**, prior to **Marshall** applying for, and/or receiving a **County Grant Payment** in any eligible **County Fiscal Year**.

Unless re-calculated and/or adjusted as noted elsewhere in this Section, then prior to the submission of any claim for Grant Payment by **Marshall**, or issuance of any Grant Payment by the **County**, **Marshall** will have paid to the **County**, an amount totaling **\$7,512.00 (seven thousand, five hundred twelve dollars)**, in **County Ad Valorem Taxes**. The amount referenced totals the general **County** portion of **County Ad Valorem Taxes** paid by **Marshall** in one **County Fiscal Year**. Moreover, it is expressly understood that the above-referenced amount of **County Ad Valorem Taxes** (to the extent not adjusted by increasing property values) will have been paid by **Marshall** to the **County**, prior to **Marshall** applying for, and/or receiving a **County Grant Payment** in any eligible **County Fiscal Year**.

In order to accommodate changed circumstances regarding the nature and/or scope of the Project, the actual amount of fees and/or taxes paid by **Marshall** prior to submitting a claim for Grant Payment may be re-calculated and/or adjusted by the **County**, in order to reflect and/or account for such changed circumstances.

Section 11. Authority of Board to Review and Verify Financial and Personnel Records of Marshall in Order to Determine Degree of Compliance.

The **Board** (or where delegated, the **Board's** designee) specifically and explicitly reserves the right to review, inspect, and/or examine the financial and personnel records of **Marshall**, that are necessary and/or applicable, in order to determine the degree of **Marshall's** compliance with this **Agreement**, or any applicable term, condition, provision, or requirement contained in **County Ordinance 2006-99, as amended**.

Further, the **Board** (or where delegated, the **Board's** designee) specifically and explicitly reserves the right to review, inspect, and/or examine any, and all, data, correspondence, information, and documents of **Marshall** that are necessary and/or applicable, in order to determine the degree of **Marshall's** compliance with this **Agreement**, or any applicable term, condition, provision, or requirement contained in **County Ordinance 2006-99, as amended**.

Section 12. Date After Which Marshall May File a Claim for Grant Payment; Consequences of Not Timely Filing for a Grant Payment.

Consistent with **County Ordinance 2006-99, as amended**, the first Grant Payment will be available to **Marshall**, and may be distributed/issued to **Marshall**, during the **County Fiscal Year** that the capital investment/capital investments is/are recognized on the **County's** ad valorem tax roll.

For each **County Fiscal Year** that **Marshall** is eligible for a Grant Payment from the **County**, **Marshall** may file a claim for a Grant Payment at any time during that eligible **County Fiscal Year**.

Should **Marshall** not file a claim for a Grant Payment during an eligible **County Fiscal Year**, then **Marshall** shall have waived its right to such a Grant Payment for that particular eligible **County Fiscal Year**. Consequently, unless the Board specifically grants Special Relief, **Marshall** will not be entitled to a Grant Payment for that particular **County Fiscal Year**. A waiver by **Marshall** for a particular **County Fiscal Year** will not affect **Marshall's** ability to file for a Grant Payment in any other eligible **County Fiscal Year**.

Section 13. Marshall's Performance Conditions; Consequences of Non-Compliance.

In order to remain eligible for a Grant Payment, **Marshall** must abide by, and comply with, the provisions set forth in this **Agreement**, and any applicable provisions of **County Ordinance 2006-99, as amended**, including any attached and incorporated Exhibits. Moreover, **Marshall** must complete its Project no later than **September 30, 2008**.

Should the **Board** determine that **Marshall** is in non-compliance with any of the above-noted performance conditions, then the **County Administrator**, on behalf of the **County**, shall promptly notify (and in any event, no later than thirty (30) days after the **Board** makes such a determination of non-compliance) **Marshall** of such non-compliance. Thereafter, from the date of notification, **Marshall** will have an additional thirty (30) days in which to submit written

information that documents **Marshall's** compliance with the above-noted performance conditions, or documents that **Marshall** has taken such corrective action necessary, in order to once again comply with the above-noted performance conditions. Should **Marshall** remain in non-compliance thirty (30) days after notification from the **County Administrator**, then this **Agreement** may be terminated in the manner set forth elsewhere in this **Agreement**.

Section 14. Conditions Associated With Grant Payment(s) to Marshall.

No Grant Payment shall be made during any eligible **County Fiscal Year** unless, and until, **Marshall** submits a claim for Grant Payment, and the claim for Grant Payment is approved by the **County Administrator** in the manner set forth in **County Ordinance 2006-99, as amended**.

Marshall may submit a claim for a scheduled Grant Payment only once each **County Fiscal Year**, unless the **County Administrator** determines that a second or third claim is necessary and appropriate.

Marshall shall submit a claim for Grant Payment to the **County Administrator**.

As noted elsewhere in this **Agreement**, the claim for **Grant Payment** submitted by **Marshall** must be filed during the eligible **County Fiscal Year**.

If not already provided, then **Marshall's** first claim for Grant Payment shall contain **Marshall's** authorization to deliver this **Agreement** to the **County Administrator** and to disclose the contents of this **Agreement** to the public.

The claim for Grant Payment submitted by **Marshall** must include a copy of all receipts, or relevant data or documentation related to the achievement of each applicable performance condition specified in this **Agreement**.

The amount requested by **Marshall** as a Grant Payment, may not exceed the amount specified in this **Agreement** for the particular eligible **County Fiscal Year**.

Upon the **County Administrator's** receipt of **Marshall's** claim for Grant Payment the **County Administrator** shall investigate and determine whether **Marshall** has met, and complied with, all applicable terms and conditions in this **Agreement** necessary in order to remain eligible for the Grant Payment, and the **Board** has appropriated the funds necessary to make the Grant Payment. At such time as the **County Administrator** has determined **Marshall's** compliance with this **Agreement**, and the **Board's** appropriation of such funds, the **County Administrator** shall approve **Marshall's** claim for Grant Payment.

Upon the **County Administrator's** approval of **Marshall's** claim for Grant Payment, the **County** shall process such claim, and after such processing, the **County** shall issue a check to **Marshall** in the amount of the approved Grant Payment.

Section 15. Acknowledgment by Marshall that Compliance with Terms and Conditions of Agreement is Condition Precedent to Receipt of Grant Payment; Consequences of Marshall Failing to Comply.

By executing this **Agreement**, **Marshall** understands, agrees, and acknowledges that compliance with all applicable terms, conditions, provisions, and requirements of this **Agreement** is a condition precedent to **Marshall** receiving one or more Grant Payments from the County.

By executing this **Agreement**, **Marshall** further understands, agrees, and acknowledges that the failure of **Marshall** to comply with all applicable terms, conditions, provisions, and requirements of this **Agreement** shall result in **Marshall** losing its eligibility for a **County Grant Payment** for the **County Fiscal Year** that **Marshall** is not in compliance with this **Agreement**.

Section 16. Required Notice Concerning Grant Payment to Marshall.

Pursuant to **County Ordinance 2006-99**, as amended, the following notice is included in this **Agreement**:

This Grant Agreement is neither a general obligation of St. Johns County, nor is it backed by the full faith and credit of St. Johns County. Payment of each grant payment is conditioned on, and subject to, specific annual appropriations by the Board of County Commissioners of St. Johns County of monies sufficient to pay the grant payment due that year.

Section 17. Effect of Shortfall and/or Unavailability of Funds to Pay Grant Payment.

It is specifically noted that if grant funds are not available in one or more **County Fiscal Years** years, **Marshall** is not entitled to receive one or more **County Grant Payments** in a succeeding **County Fiscal Year**, in order to make-up for the shortfall and/or unavailability in grant funds, unless the **Board** specifically, and expressly, authorizes such **County Grant Payments** by **County Resolution**, which will also be noted in an amendment to this **Agreement**.

Section 18. Total Amount of County Economic Development Grant; Re-calculation of Total Amount Permitted.

Consistent with, and based on, the methodology noted in **County Ordinance 2006-99**, as amended, and including Exhibits, the total amount of the **County Economic Development Grant** available to **Marshall** is **\$145,000.00 (one-hundred forty-five thousand dollars)**.

Consistent with, and based on, the methodology noted in **County Ordinance 2006-99**, as amended, and including Exhibits, the total amount of the **County Economic Development Grant** (which is referred to throughout this **Agreement** as the **County Grant Payment**) represents the annual general **County** portion of the ad valorem tax, and the annual tangible personal property tax (if applicable).

The actual amount of the **County** Grant Payment, however, may fluctuate in any given year, due to periodic increases in property assessments).

The **County** Grant Payment will be issued/distributed to **Marshall in 10** in annual installments over a **10-year** timeframe.

Section 19. Eligible County Fiscal Years Under this Agreement.

For purposes of this **Agreement**, the following represent the eligible **County Fiscal Years**: 1) 2009; 2) 2010; 3) 2011; 4) 2012; 5) 2013; 6) 2014; 7) 2015; 8) 2016; 9) 2017; and 10) 2018.

Section 20. Amount of Grant Payment in Each Eligible County Fiscal Year.

If all the conditions set forth in this **Agreement**, and/or **County Ordinance 2006-99**, as amended, are met by **Marshall**, then **Marshall** may receive a **County Grant Payment** in the amount of **\$7,512.00** (seven thousand, five hundred twelve dollars) in each eligible **County Fiscal Year**.

In any given eligible **County Fiscal Year** the amount of a **County Grant Payment** paid to **Marshall** may be adjusted to reflect an increase in property values.

Nevertheless, it is expressly noted that the total amount that **Marshall** may receive in the form of one or more **County Grant Payments** shall not exceed **\$145,000.00** (one hundred forty-five thousand dollars), which amount represents the maximum incentive, unless the **Board** approves an amendment to the maximum incentive.

Section 21. Furnishing Notices to County and Marshall.

All Official Notices to the **County** shall be delivered either by hand (receipt of delivery), or by certified mail to:

County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

With a copy to Attorney for the Public Agency:

County Attorney
4020 Lewis Speedway
St. Augustine, Florida 32084

All Official Notices to **Marshall** shall be delivered either by hand (receipt of delivery), or by certified mail to:

Marshall Real Estate Development, Inc.
101 Marshall Circle
St. Augustine, Florida 32086

All correspondence, not classified and defined as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

Section 22. Timeframe for Required Approval, Acceptance, and Execution of this Agreement by Marshall; Consequences of Failure to Timely Execute this Agreement by Marshall.

Consistent with **County Ordinance 2006-99, as amended** **Marshall** has thirty (30) days from the date that this **Agreement** is approved by the **Board**, in which to execute and deliver two (2) copies of this **Agreement** to the Public Agency.

Consistent with **County Ordinance 2006-99, as amended** in the event that **Marshall** does not execute and deliver two (2) copies of this **Agreement** within the thirty (30) day timeframe noted above, the effect of such failure on the part of **Marshall** shall result in the automatic termination of the **Board's** approval of this **Agreement**. Consequently, upon the occurrence of such circumstances, this **Agreement** shall be deemed rejected by the **Board**, and therefore, void, and having no further effect. Moreover, upon the occurrence of such circumstances, neither the **County**, nor the **Board** is required to give/deliver any notice, official or otherwise, of such rejection on the part of **Marshall**.

Section 23. Amendments to this Agreement.

Both the **County** and **Marshall** acknowledge that this **Agreement** constitutes the complete agreement and understanding of the parties.

Further, both the **County** and **Marshall** acknowledge that any change, amendment, modification, revision, or extension of this **Agreement** (other than termination as noted elsewhere in this **Agreement**) shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and **Marshall**.

Section 24. Termination of Agreement.

A) This **Agreement** is automatically terminated should **Marshall** fail to abide by, or comply with, any term, condition, provision, or requirement stated in this **Agreement**, or in any authorized and executed **Amendment** to this **Agreement**, for which adherence to, or compliance with, is mandated (under **County Ordinance 2006-99, as amended**, this **Agreement**, or **Amendment** to this **Agreement**).

B) This Agreement may be terminated by the County should the Board determine that Marshall is not adhering to, or in compliance with, any term, condition, provision of requirement of this Agreement, or Amendment to this Agreement, that is necessary for Marshall maintaining its eligibility for receiving a Grant Payment for any County Fiscal Year that this Agreement, or Amendment to this Agreement, is in effect.

Section 25. Governing Law/Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the _____ day of _____, 2007.

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

BY: _____
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

BY: _____

MARSHALL REAL ESTATE DEVELOPMENT, INC.

BY: _____

WITNESS AS TO:

OR

CORPORATE SEAL

**ST. JOHNS COUNTY
ECONOMIC DEVELOPMENT INCENTIVE APPLICATION**

Applicant's name: Marshall Real Estate Dev., inc.

Federal Employer Identification Number: 59-3559520

State Sales Tax Registration Number: _____

Current Company Headquarters and address: 101 Marshall Circle
St. Augustine, FL 32086

Primary Contact Person: Robert Marshall

Primary Contact Person Title: President

Primary Contact Person Address: 318 Marsh Point Circle
St. Augustine, FL 32080

Contact Person Phone: (business): (904) 540-1493

Contact Person Cell: (904) 540-1493

Contact Person Fax: 904-460-0726

Contact Person E-mail: _____

The company requires confidentiality in its requests for consideration on economic incentives.
 Yes No

If applicant answers "Yes" with respect to requesting confidentiality in its request for consideration on economic incentives, then the following authorization is required.

The applicant authorizes the disclosure, and covenants to hold the County, and its officials and employees and the Public Agency and its members, attorney, and staff harmless and release them from any liability that they incur, should they or any of them disclose information or records that the applicant has requested be kept confidential in the manner, and to the extent that is set forth in Section 288.075, Florida Statutes, when such disclosure is later requested or authorized by the applicant, when such information and records are no longer exempt from disclosure under the provisions of Section 288.075, Florida Statutes, when such disclosure results from an order, requirement or request, by, or from, a court of competent jurisdiction, or a Florida agency or department, or when such disclosure is required or authorized to be disclosed by this Ordinance, as amended from time to time.

Description of the primary and secondary business activities the company that is locating to St. Johns County, Florida is engaged in:

Speculative Space

Type of Facility Development	<u>X</u> new ___ expansion
Date construction is projected to begin:	<u>July 2006</u>
Date facility will be complete and operational:	<u>July 2007</u>
Estimated Square Footage of Facility Under Roof H/C:	<u>50,580</u>
Number of full-time employees to be employed:	<u>N/A</u>
Total number of full-time employees currently employed by the applicant in the county:	<u>N/A</u>
4-digit SIC Code for all activities included in the project:	_____

An explanation of the type of employment proposed and the average annual pay rate:

N/A

Total amount of economic development grant requested (to be completed in coordination with the economic development agency in accordance with section 8, paragraph 8 of the Incentive Ordinance):

Capital Investment Values:	Real Property	<u>200,000.00</u>
	Facility Value	<u>\$1,524,530.00</u>
	Infrastructure to be public	<u>None</u>
	Infrastructure private	<u>\$350,000.00</u>
	Tangible assets	<u>N/A</u>

Description of the proposed project explaining the desire to locate or expand within St. Johns County. A brief statement explaining the role that the County's Economic Development Grant will play in the decision of the applicant to locate or expand its' business in the County:

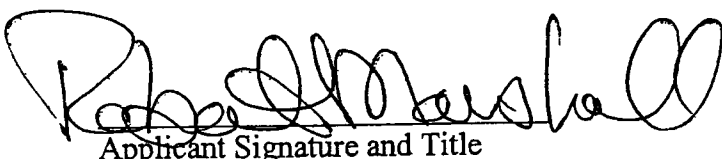
Due to the lack of Warehouse/office space [3/26/06 article St. Augustine Record]

There is a need to expand the facility on Debbs Road, However Rents have

not kept pace with the steep rise in construction cost over the past few years. This increases the financial risk of such a project

Submit a Site Plan: The County Economic Development Grant will reduce the risk and make the project viable.

Location map identifying the proposed location and property boundaries with an explanation of the possible transportation impacts.



Applicant Signature and Title

Robert Marshall

President

4/25/06
Date

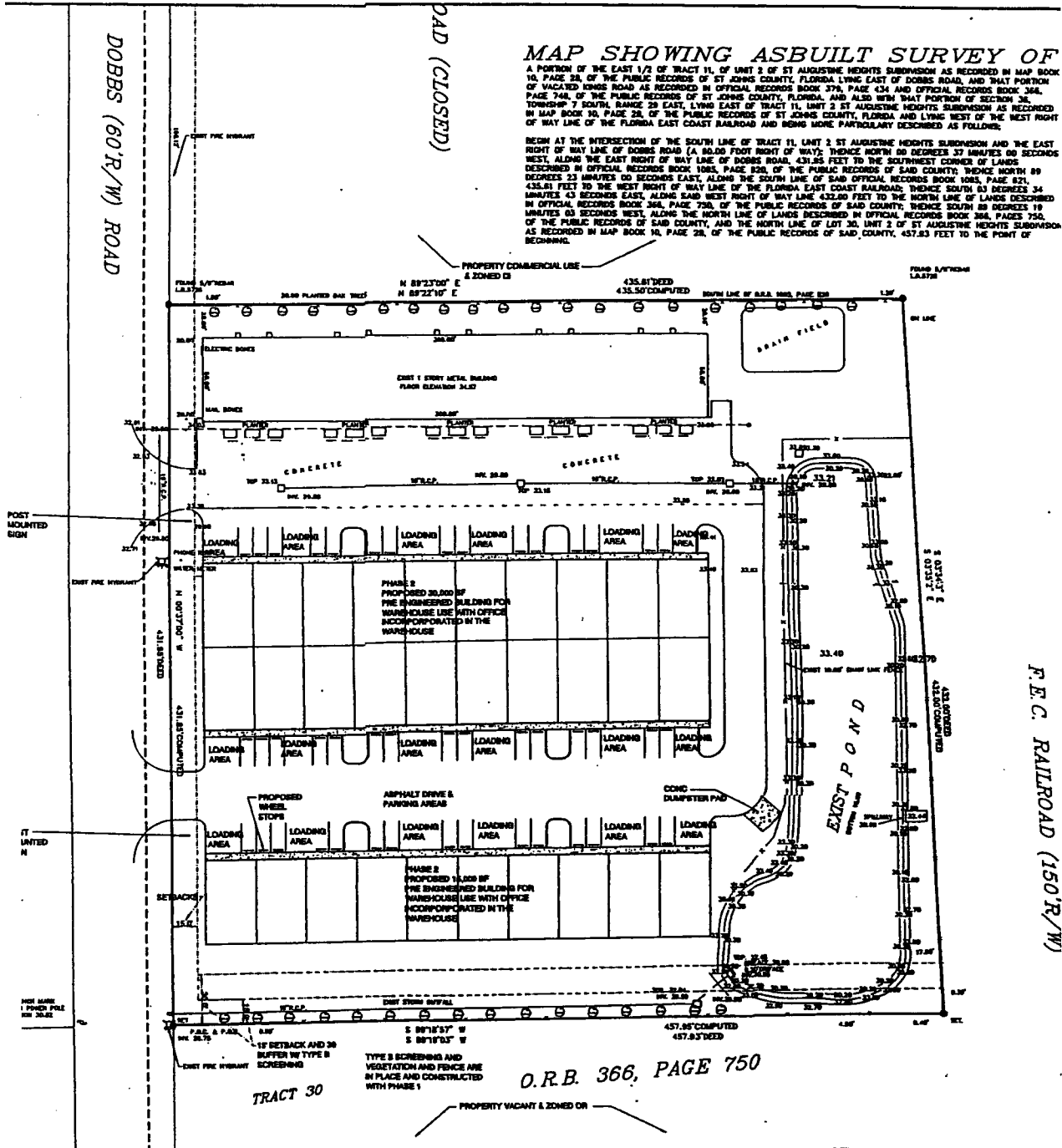
DOBBS (60'R/W) ROAD

DAD (CLOSED)

MAP SHOWING ASBUILT SURVEY OF

A PORTION OF THE EAST 1/2 OF TRACT 11, OF UNIT 2 OF ST AUGUSTINE HEIGHTS SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 28, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING EAST OF DOBBS ROAD, AND THAT PORTION OF VACATED WARE ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 374, PAGE 434 AND OFFICIAL RECORDS BOOK 368, PAGE 748, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND ALSO WITH THAT PORTION OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, LYING EAST OF TRACT 11, UNIT 2, ST. AUGUSTINE HEIGHTS SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 28, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND LYING WEST OF THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF TRACT 11, UNIT 2, ST. AUGUSTINE HEIGHTS SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF DOBBS ROAD (A 60.00 FOOT RIGHT OF WAY); THENCE NORTH 89 DEGREES 37 MINUTES 00 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF DOBBS ROAD, 435.81 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1085, PAGE 820, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES 23 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 1085, PAGE 821, 435.81 FEET TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE SOUTH 43 DEGREES 34 MINUTES 43 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE 432.00 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 368, PAGE 750, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 368, PAGES 750, OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE NORTH LINE OF LOT 30, UNIT 2 OF ST. AUGUSTINE HEIGHTS SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 28, OF THE PUBLIC RECORDS OF SAID COUNTY, 457.83 FEET TO THE POINT OF BEGINNING.



TRACT 30

O.R.B. 366, PAGE 750

F.E.C. RAILROAD (150'R/W)

TYPE B SCREENING AND VEGETATION AND FENCE ARE IN PLACE AND CONSTRUCTED WITH PHASE 1

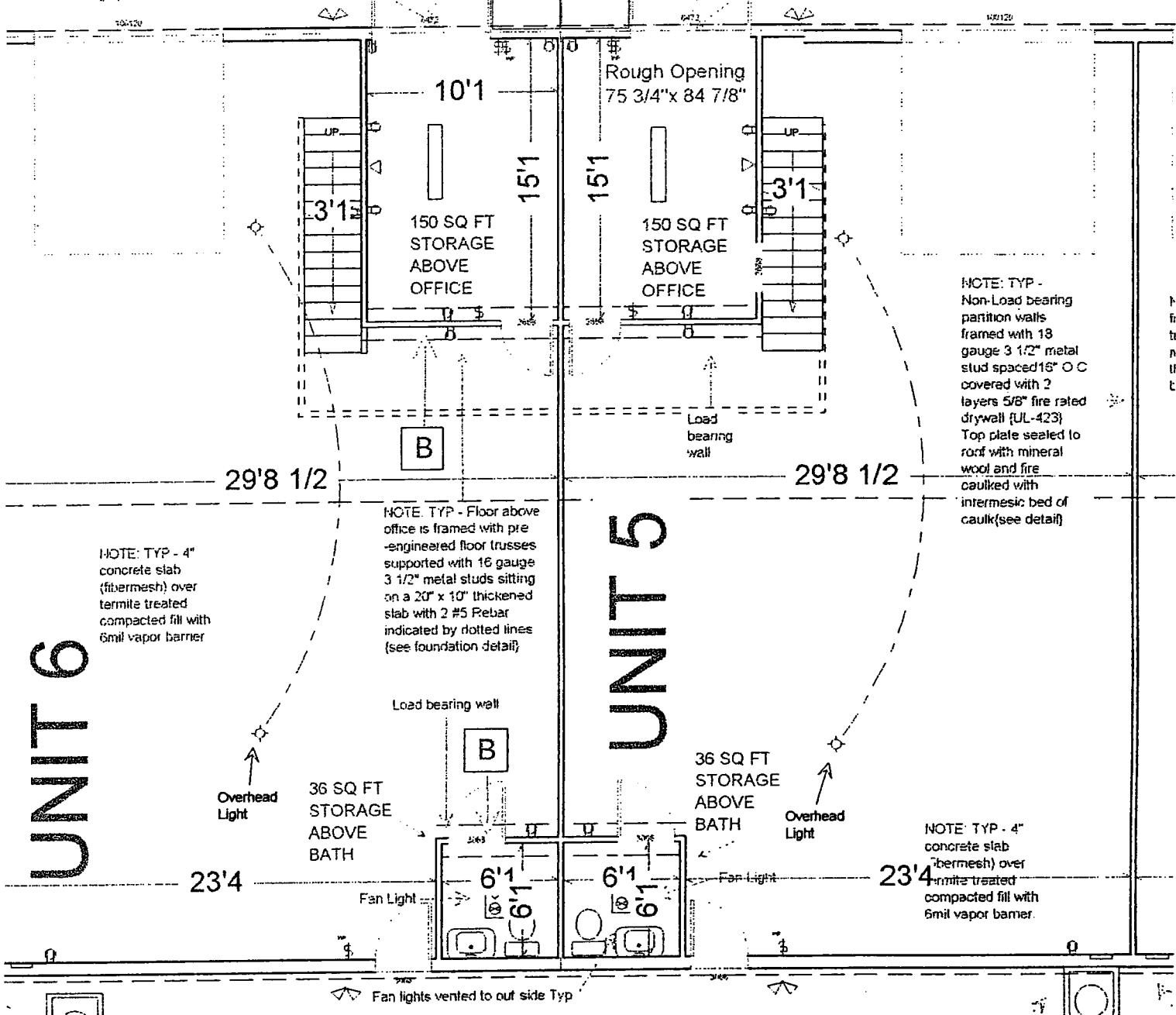
PROPERTY VACANT & ZONED OR

trusses supported with 16 gauge 3 1/2" metal studs supported by exterior footing. (see foundation detail)

Wall Mounted A/C

Wall Mounted A/C

trusses supported with 16 gauge 3 1/2" metal studs supported by exterior footing (see foundation detail)



NOTE: TYP - Non-Load bearing partition walls framed with 18 gauge 3 1/2" metal stud spaced 16" O C covered with 2 layers 5/8" fire rated drywall (UL-423) Top plate sealed to roof with mineral wool and fire caulked with intermesic bed of caulk(see detail)

NOTE: TYP - 4" concrete slab (fivermesh) over termite treated compacted fill with 6mil vapor barrier

NOTE: TYP - Floor above office is framed with pre-engineered floor trusses supported with 16 gauge 3 1/2" metal studs sitting on a 20" x 10" thickened slab with 2 #5 Rebar indicated by dotted lines (see foundation detail)

NOTE: TYP - 4" concrete slab (fivermesh) over termite treated compacted fill with 6mil vapor barrier.

AREA CALCULATIONS

FIRST FLOOR	
OFFICE AREA	150 SQ FT
BATH AREA	36 SQ FT
WAREHOUSE AREA	1,314 SQ FT
TOTAL FIRST FLOOR	1,500 SQ FT
SECOND FLOOR	
LOFT STORAGE OVER OFFICE AREA	150 SQ FT
LOFT STORAGE OVER BATH AREA	36 SQ FT
TOTAL SECOND FLOOR AREA	186 SQ FT
TOTAL AREA PER UNIT	1,686 SQ FT
TOTAL AREA BUILDING ONE	16,860 SQ FT
TOTAL AREA BUILDING TWO	33,720 SQ FT
TOTAL AREA	50,580 SQ FT

Electrical Panel

A/C Compressor

Et