

RESOLUTION NO. 2012 - 11

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AMENDED ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH R&D DEVELOPMENT, ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING FOR THE EFFECT OF RECITALS; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, R&D Development ("Applicant") was approved for economic development incentives by the Board of County Commissioners ("Board") on December 16, 2006, for the development of nine speculative buildings totaling 115,150 square feet of space on certain lots in the Davis Industrial Park ("Project") located in St. Augustine, Florida; and

WHEREAS, the Board approved the incentive request, providing for up to 100% of Impact Fees and Water/Sewer Unit Connection Fees on capital improvements and up to four (4) years of Ad Valorem taxes (general County portion only) rebates on the capital improvements associated with the Project; and

WHEREAS, further providing for a maximum possible incentive of \$219,643, resulting in a an estimated payout of \$9,081 to be paid over a 10-year period, with eligibility for the first grant payment in FY2009; and

WHEREAS, the duration of the Agreement runs from December 16, 2006 through and including September 30, 2018, with Applicant being required to complete the Project by no later than September 30, 2007; and

WHEREAS, Applicant has completed 2 of the 9 speculative space buildings, however due to unfavorable economic conditions, has not completed the Project by the September 30, 2007 deadline; and

WHEREAS, the Applicant submitted a timely request to amend the Agreement to reduce the speculative space to 23,450 square feet, representing the two completed buildings located on Lot 3 and on Lot 11/12 of the Project; and

WHEREAS, granting such a request results in an adjusted maximum possible incentive of \$31,428, and an estimated annual payout of \$1,935, to be paid over a 10-year period; and

WHEREAS, the Board directed the County Attorney's office to prepare an Amended Economic Development Grant Agreement reflecting the terms of the request and incorporating the adjusted amounts set forth above; and

WHEREAS, the Board has reviewed the terms, provisions, conditions and requirements of the proposed Amended Economic Development Grant Agreement (attached hereto and

incorporated herein), and has determined that accepting the terms of the Amendment, and executing said Amendment will serve the interests of the COUNTY.

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

SECTION 1. Incorporation of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Resolution, and such Recitals are hereby adopted as findings of fact.

SECTION 2. Authorization to Execute.

The County Administrator, or designee, is hereby authorized to execute the Amended Economic Development Grant Agreement on behalf of the County for the purposes mentioned above.

SECTION 3. Correction of Errors.

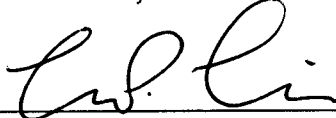
To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

SECTION 4. Effective Date.

This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 17th day of January 2012.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: 
Mark Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 1/19/12

**FIRST AMENDED ECONOMIC DEVELOPMENT
GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY,
FLORIDA, AND R&D DEVELOPMENT (LOTS 3, 11/12)**

THIS FIRST AMENDMENT (First Amendment) to the December 16, 2006 Economic Development Grant Agreement (“Agreement”) dated this _____ day of _____, 2011, by and between St. Johns County Florida, a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida, 32084 and **R&D Development** whose primary place of business is located **3289 Kings Road South, St. Augustine, Florida 32086.**

RECITALS

WHEREAS, the County and **R&D Development** entered into the original Agreement (attached and incorporated herein) on December 16, 2006; and

WHEREAS, the duration of the Agreement runs from December 16, 2006 through and including September 30, 2018, with **R&D Development** being required to complete the Project no later than September 30, 2007; and

WHEREAS, due to unfavorable economic conditions, **R&D Development** failed to complete the Project by September 30, 2007, having completed only two (2) of the nine (9) speculative space buildings; and

WHEREAS, **R&D Development** submitted a request to amend the Agreement to reduce the speculative space to 23, 450 square feet, representing the two completed buildings located on Lots 3 and 11/2 of the of the Project; and

WHEREAS, said reduction in the speculative space results in an adjusted maximum possible incentive of \$31,428 to be paid over a 10-year period at \$1,935 per year; and

WHEREAS, Section 23 of the Agreement requires the County and **R&D Development** to enter into an Amendment in order to revise, replace, and/or amend any of the terms, conditions, provisions, or requirements of the Agreement; and

WHEREAS, it is in the collective interests of both the County and **R&D Development** to have this First Amendment executed by the County.

NOW THEREFORE, the County and **R&D Development** (collectively “Parties”) hereto for, and in consideration of, the mutual covenants and conditions hereinafter set forth, do hereby agree as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body the Agreement, and such Recitals shall be adopted as findings of fact.

Section 2. Project Details/Parameters.

Section 2 of the Agreement is amended so that the existing language of Section 2 is replaced with the following:

The details and/or parameters of **R&D Development's** project is defined to include only 23,450 square feet of speculative space for the two buildings that have been completed on Lot 3 and Lot 11/12 within the Davis Industrial Park, located along Northwood Drive in St. Augustine, Florida.

Section 3. Duration.

Section 4 of the Agreement is amended so that the existing language of Section 4 is replaced with the following:

This Agreement shall be effective from _____, 20____, until 11:59 p.m., Eastern Standard Time, September 30, 2021.

Section 4. Payment Fees and/or Taxes Prior to Claim Submission.

Section 10 of the Agreement is amended so that the existing language of Section 10 is replaced with the following:

Prior to any submission of claim by **R&D Development** to the County for Economic Development Grant payment(s), **R&D Development** shall pay to the County an amount totaling **\$19,366** (nineteen thousand, three hundred sixty-six dollars) in County Impact Fees. It is expressly understood that such County Impact Fees will have been paid by **R&D Development** prior to **R&D Development** applying for, and/or receiving a County Grant Payment in any eligible County Fiscal Year.

Prior to any submission of claim by **R&D Development** to the County for Economic Development Grant payment(s), **R&D Development** shall pay to the County an amount totaling **\$4,320** (four thousand, three hundred twenty dollars) in County Water and Sewer Connection Fees. It is expressly understood that such County Water and Sewer Connection Fees will have been paid by **R&D Development** prior to **R&D Development** applying for, and/or receiving a County Grant Payment in any eligible County Fiscal Year.

Prior to any submission of claim by **R&D Development** to the County for Economic Development Grant payment(s), **R&D Development** shall pay to the County an amount totaling **\$1,935** (one thousand, nine hundred thirty-five dollars) in County Ad Valorem

Taxes. The amount referenced totals the general County portion of County Ad Valorem Taxes paid by **R&D Development** in one County Fiscal Year. Moreover, it is expressly understood by the parties that the referenced amount of County Ad Valorem Taxes (to the extent not adjusted by increased property values) shall be paid by **R&D Development** prior to **R&D Development** applying for, and/or receiving any County Economic Development Grant payment(s) in any eligible County Fiscal Year.

Section 5. Condition of Compliance; Consequence for Failure to Comply.

Section 13 of the Agreement is amended so that the existing language of Section 13 is replaced with the following:

- (a) In order to remain eligible for County Economic Development Grant payment(s), **R&D Development** must abide by and comply with the provisions set forth in this Amended Agreement, any incorporated attachments/exhibits, any amendments hereto and any applicable provisions of County Ordinance 2006-99, *as amended*.
- (b) Should the Board determine that **R&D Development** has failed to comply with the conditions noted above, then the Board shall promptly notify **R&D Development** of such non-compliance (and in any event, no later than thirty (30) days after the Board makes such a determination of non-compliance) . Upon the date of such notification, **R&D Development** shall be granted thirty (30) days in which to submit to the County a written report that sufficiently documents **R&D Development's** compliance with the conditions set forth above, or that sufficiently details all corrective action taken by **R&D Development** in order to come into compliance with the conditions set forth above.
- (c) In the event that **R&D Development** fails to sufficiently establish its compliance with the conditions set forth above within thirty (30) days after notification of non-compliance, then the County may terminate this Agreement with no further notice to **R&D Development** and shall be released from any further obligations as provided herein.

Section 6. Total Amount of Economic Development Grant; Re-calculation of Total Amount Permitted.

Section 18 of the Agreement is amended so that the existing language of Section 18 is replaced with the following:

Consistent with, and based upon, the methodology set forth in County Ordinance 2006-99, *as amended*, and all Exhibits attached to and incorporated herein, the total amount of the Economic Development Grant payment(s) (which is referenced throughout this Agreement) represents the annual general County portion of ad valorem tax.

It is expressly noted that the actual amount of the Economic Development Grant payment(s) may fluctuate in any given County Fiscal Year based upon periodic increases in property values.

The Economic Development Grant payment(s) shall be distributed to **R&D Development** in 10 annual installments over a 10-year timeframe.

Section 7. Eligible County Fiscal Years.

Section 19 of the Agreement is amended so that the existing language of Section 19 is replaced with the following:

For purposes of this Agreement, the following represent eligible County Fiscal Years:

- | | | | |
|-----|------|------|------|
| (1) | 2012 | (6) | 2017 |
| (2) | 2013 | (7) | 2018 |
| (3) | 2014 | (8) | 2019 |
| (4) | 2015 | (9) | 2020 |
| (5) | 2016 | (10) | 2021 |

Section 8. Economic Development Grant Payment(s) for Each Eligible Fiscal Year.

Section 20 of the Agreement is amended so that the existing language of Section 20 is replaced with the following:

- (a) As provided elsewhere in this Agreement and subject to **R&D Development's** compliance with County Ordinance 2006-99, *as amended*, and the terms and conditions of this Agreement, the amount of Economic Development Grant Payment(s) for each eligible County Fiscal Year is \$1,935.
- (b) In any given eligible County Fiscal Year, the amount of an Economic Development Grant payment paid to **R&D Development** may be adjusted to reflect an increase in property values.
- (c) Notwithstanding any other provision contained in this Agreement and/or County Ordinance 2006-99, *as amended*, the maximum economic development incentive available in Economic Development Grant payment(s) to **R&D Development** shall not exceed \$31,428, unless otherwise approved by the Board.

Section 9. Notices.

Section 21 of the Agreement is amended so that the existing language of Section 21 is replaced with the following:

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

St. Johns County Economic Development Director
500 San Sebastian View
St. Augustine, Florida 32084

With a copy to the Office of County Attorney:

Office of County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

All Official Notices to **R&D Development** shall be delivered either by hand (receipt of delivery required), or by certified mail to:

R&D Development
3289 Kings Road South
St. Augustine, Florida 32086

Section 10. Severability.

If any word, phrase, sentence, part, provision, section, subsection, article exhibit or other portion of this Amendment, or any application thereof, to any person or circumstance is declared void, unconstitutional, or otherwise invalid for any reason by a court of competent jurisdiction, then such word, phrase, sentence, part, provision, section, subsection, article exhibit or other portion of this Amendment, or 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 11. Effect of this First Amendment to the Agreement.

With the exception of the amendments and revisions noted in this First Amendment, in all other respects, the Agreement remains in full force, and effect. As for such amendments and revisions noted in this First Amendment, such amendments and revisions are hereby incorporated into the Agreement, and shall have full force, and effect.

IN WITNESS WHEREOF, the parties have set their hand and seals as of the _____ day of _____, 2011.

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

By: _____
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

By: _____

R&D DEVELOPMENT

By: _____

WITNESS AS TO:

By: _____

Print: _____

ECONOMIC DEVELOPMENT
GRANT AGREEMENT

THIS ECONOMIC GRANT DEVELOPMENT AGREEMENT ("Agreement") dated this 2nd day of Feb, 2006, between St. Johns County, Florida ("County"), a political subdivision of the State of Florida, located at 4020 Lewis Speedway, St. Augustine, Florida, and R&D Development ("R&D"), located at 3289 Kings Road South, 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 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, R&D, on February 17, 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 R&D's Submitted Application which is attached hereto, and incorporated herein, as Exhibit A for an Economic Development Grant 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 R&D's Submitted Application for an Economic Development Grant under the criteria, methodology, and rationale set forth in County Ordinance 2006-99, as amended;

HEREBY CERTIFY THAT THIS DOCUMENT
IS A TRUE AND CORRECT COPY AS APPEARS
ON RECORD IN ST. JOHNS COUNTY, FLORIDA
OFFICE, BY HAND AND OFFICIAL SEAL
THIS 23 DAY OF FEB 2006
CHERYL STRICKLAND, CLERK
E-Office Clerk of the Board of County Commissioners
BY: [Signature] [Signature]
1



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 R&D's Project.

The details and/or parameters of R&D's Project are contained in R&D's Application for an Economic Development Grant which was submitted to the County on February 17, 2006, and which is attached hereto, and incorporated herein.

Section 3. Expedited Processing of Permitting.

To the extent necessary, and for as long as R&D is engaged in constructing its facility, noted in Exhibit A, and located within the County, the County Administrator may, upon a written request from R&D, 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 December 12, 2006, through and including, September 30, 2018.

Section 5. Agreement May Not Be Assigned.

In light of the scope and rationale for this Agreement, R&D 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 R&D, or an affiliate, subsidiary, or parent company of R&D is specifically prohibited. Should R&D, or an affiliate, subsidiary, or parent company of R&D 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 R&D 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 designee 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 R&D that establishes the details of an Economic Development Grant, and that is a pre-condition to R&D 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 location 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 R&D 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 Jobs in the County shall not be considered a condition associated with R&D submitting a claim for, or receiving, any County Grant Payment.

- Section 10. Amount Paid by Machine in Fees and/or Taxes Prior to R&D Submitting a Claim for Grant Payment.**
- Prior to the submission of any claim for Grant Payment by R&D, or issuance of any Grant Payment by the County, R&D will have paid to the County, an amount totaling \$146,883.00 (one hundred forty six thousand, eight hundred eighty-five dollars). In County Impact Fees. It is expressly understood that such County Impact Fees will have been paid by R&D, prior to R&D applying for, and/or receiving a County Grant Payment in any eligible County Fiscal Year.
- Prior to the submission of any claim for Grant Payment by R&D, or issuance of any Grant Payment by the County, R&D will have paid to the County, an amount totaling \$16,245.00 (sixteen thousand, two hundred forty-five dollars), in County Water Unit Connection Fees. It is expressly understood that such County Water Unit Connection Fees will have been paid by R&D, prior to R&D applying for, and/or receiving a County Grant Payment in any eligible County Fiscal Year.
- Prior to the submission of any claim for Grant Payment by R&D, or issuance of any Grant Payment by the County, R&D will have paid to the County, an amount totaling \$20,189.00 (twenty thousand, one hundred eighty-nine dollars), in County Sewer Unit Connection Fees. It is expressly understood that such County Sewer Unit Connection Fees will have been paid by R&D, prior to R&D applying for, and/or receiving a County Grant Payment in any eligible County Fiscal Year.
- Prior to the submission of any claim for Grant Payment by R&D, or issuance of any Grant Payment by the County, R&D will have paid to the County, an amount totaling \$9,081.00 (nine thousand, eighty-one dollars), in County Ad Valorem Taxes. The amount referenced totals the general County portion of County Ad Valorem Taxes paid by R&D 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/assessments) will have been paid by R&D, prior to R&D applying for, and/or receiving a County Grant Payment in any eligible County Fiscal Year.
- Section 11. Authority of Board to Review and Verify Financial and Personnel Records of R&D 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 R&D, that are necessary and/or applicable, in order to determine the degree of R&D'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 R&D that are necessary and/or applicable, in order to determine the degree of R&D'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 R&D 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 R&D, and may be distributed/dissuad to R&D, during the County Fiscal Year that the capital investment/capital investments is/are recognized on the County's and valorem tax roll.

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

Should R&D not file a claim for a Grant Payment during an eligible County Fiscal Year, then R&D 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, R&D will not be entitled to a Grant Payment for that particular County Fiscal Year. A waiver by R&D for a particular County Fiscal Year will not affect R&D's ability to file for a Grant Payment in any other eligible County Fiscal Year.

Section 13. R&D's Performance Conditions; Consequences of Non-Compliance.

In order to remain eligible for a Grant Payment, R&D 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, R&D must complete its Projects no later than September 30, 2007.

Should the Board determine that R&D 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) R&D of such non-compliance. Thereafter, from the date of notification, R&D will have an additional thirty (30) days in which to submit written information that documents R&D's compliance with the above-noted performance conditions, or documents that R&D has taken such corrective action necessary, in order to once again comply with the above-noted performance conditions. Should R&D 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 R&D.

No Grant Payment shall be made during any eligible County Fiscal Year unless, and until, R&D 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.

R&D 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.

R&D shall submit a claim for Grant Payment to the County Administrator.

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

If not already provided, then R&D's first claim for Grant Payment shall contain R&D'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 R&D 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 R&D 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 R&D's claim for Grant Payment the County Administrator shall investigate and determine whether R&D 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 R&D's compliance with this Agreement, and the Board's appropriation of such funds, the County Administrator shall approve R&D's claim for Grant Payment.

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

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

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

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

Section 16. Required Notice Concerning Grant Payment to R&D.

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, R&D 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 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 any Exhibits, the total amount of the County Economic Development Grant available to R&D is \$219,643.00 (two hundred nineteen thousand, six hundred forty-three dollars).

Consistent with, and based on the methodology noted in County Ordinance 2006-99, as amended, and including any Exhibits, the total amount of the County Economic Development

Grant (which is referred to throughout this Agreement as either the Grant Payment, or 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 County Fiscal Year, due to increases in property assessments.

The County Grant Payment will be issued/distributed to R&D 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; 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 R&D, then R&D may receive a County Grant Payment in the amount of \$9,081.00 (nine thousand, eighty-one dollars) eligible County Fiscal Years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, and 2018.

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

Nevertheless, it is expressly noted that the total amount that R&D may receive in the form of one or more County Grant Payments shall not exceed \$219,643.00, which amount represents the maximum incentive, unless the Board approves an amendment to the maximum incentive.

Section 21. Furnishing Notices to County and R&D.

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 R&D shall be delivered either by hand (receipt of delivery), or by certified mail to:

R&D Development
3289 Kings Road South
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 R&D; Consequences of Failure to Timely Execute this Agreement by R&D.

Consistent with County Ordinance 2006-99, R&D 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, in the event that R&D 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 R&D 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 R&D.

Section 23. Amendments to this Agreement.

Both the County and R&D acknowledge that this Agreement constitutes the complete agreement and understanding of the parties.

Further, both the County and R&D 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 R&D.

Section 24. Termination of Agreement.

A) This Agreement is automatically terminated should R&D 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 R&D is not adhering to, or complying with, any term, condition, provision of requirement of this Agreement, or Amendment to this Agreement, that is necessary for R&D 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 24th day of Feb, 2007

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
BY: Charles L. King
County Administrator
Waldemar J. Krupacek

ATTEST: CHERYL STRICKLAND, CLERK
BY: Cheryl Strickland

R&D DEVELOPMENT
BY: W. Brown

WITNESS AS TO:

Wm. J. Richards

OR
CORPORATE SEAL

Exhibit A
ST. JOHNS COUNTY
ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

Applicant's name: RICHARD DAVIS
R + D Development

Federal Employer Identification Number: 59-3750890

State Sales Tax Registration Number: _____

Current Company Headquarters and address: R + D DEVELOPMENT
3289 Kings Road South
St. Augustine, FL 32086

Primary Contact Person: RICHARD DAVIS

Primary Contact Person Title: PRESIDENT

Primary Contact Person Address: 3289 Kings Road South
St. Augustine, FL 32086

Contact Person Phone (Business): (909) 797-7801

Contact Person Cell: (809) 469-9197

Contact Person E-mail: rdavis3289@aol.com

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

1

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 the 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:

R + D Development is a local development company. We have been in business in St. Johns County for many years. We are building speculative space in the Davis Industrial Park located off Haines Blvd.

Type of Facility Development: new expansion

Date construction is projected to begin: Feb 01

Date facility will be complete and operational: May 07

Estimated Square Footage of Facility Under Roof/HVC: 7400 sq ft

Number of full-time employees to be employed: NA

Total number of full-time employees currently employed by the applicant in the county: NA

4-digit SIC Code for all activities included in the project: NA

2

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

Applicant's name: RICHARD DAVIS

Federal Employer Identification Number: 59-3750890

State Sales Tax Registration Number: _____

Current Company Headquarters and address: Rt B DEVELOPMENT

3289 Kings Road South

St. Augustine, FL 32086

Primary Contact Person: RICHARD DAVIS

Primary Contact Person Title: PRESIDENT

Primary Contact Person Address: 3289 Kings Road South

St. Augustine, FL 32086

Contact Person Phone: (business): (904) 797-7801

Contact Person Cell: (904) 669-9197

Contact Person E-mail: rdavis3@earthlink.com

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

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

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>350</u>	<u>000</u>
	Facility Value	<u>111</u>	<u>000</u>
	Infrastructure to be public	_____	_____
	Infrastructure private	_____	_____
	Tangible assets	_____	_____

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:

We have owned this property and known as Davis Industrial Park since 1989. We want to develop the property by building speculative flex space. An industrial warehouse with this meeting required, which allows us to bring this project to fruition providing available space for relocation & expansion of business.

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

Lot 2
Davis Industrial Park

Applicant Signature and Title: [Signature]
Date: Feb 17 06

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:

A & D Development is a local development company. We have been in business in St. Johns County for many years. We are building speculative space in the Ducus Industrial Park located off Adams Blvd.

Type of Facility Development: new expansion

Date construction is projected to begin: Nov 07

Date facility will be complete and operational: March 07

Estimated Square Footage of Facility Under Roof H/C: 9900

Number of full-time employees to be employed: _____

Total number of full-time employees currently employed by the applicant in the county: _____

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:

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>250</u>	<u>000</u>
	Facility Value	<u>175</u>	<u>000</u>
	Infrastructure to be public	_____	_____
	Infrastructure private	_____	_____
	Tangible assets	_____	_____

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:

We have owned this property now known as Ducus Industrial Park since 1989. We want to develop the property by building speculative flex space for industrial & warehouse use. This incentive is granted which allows us to bring this project to fruition providing available space for relocation & expansion of business.

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

LOFS
Ducus Industrial Park

Applicant Signature and Title: [Signature] Date: Feb 17 06

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

Applicant's name: RICHARD DAVIS

Federal Employer Identification Number: 59-3750890

State Sales Tax Registration Number: _____

Current Company Headquarters and address: R&D DEVELOPMENT

3289 Kings Road South

St. Augustine, FL 32086

Primary Contact Person: RICHARD DAVIS

Primary Contact Person Title: PRESIDENT

Primary Contact Person Address: 3289 Kings Road South

St. Augustine, FL 32086

Contact Person Phone (Business): (909) 797-7801

Contact Person Cell: (909) 469-9197

Contact Person E-mail: rdavis@rddev.com

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:

R&D Development is a local development company. We have been in business in St. Johns County for many years. We are building speculative space in the Davis Industrial Park located off Holmes Blvd.

Type of Facility Development: new expansion

Date construction is projected to begin: April 07

Date facility will be complete and operational: June 07

Estimated Square Footage of Facility Under Roof/HVC: 9500

Number of full-time employees to be employed: _____

Total number of full-time employees currently employed by the applicant in the county: _____

4-digit SIC Code for all activities included in the project: _____

LET 0

ST. JOHNS COUNTY
ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

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

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 400,000
Facility Value 142,000

Infrastructure to be public _____
Infrastructure private _____
Tangible assets _____

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:

We have owned this property and known as Davis Industrial Park since 1989. We want to develop the property by building speculative floor space for industrial & warehouse use. This includes 16,000 sq ft of space to bring this project to fruition providing suitable space for relocation & expansion of business.

Submit a Site Plan:
Location map identifying the proposed location and property boundaries with an explanation of the possible transportation impacts.

LOT 4
Davis Industrial Park

Applicant Signature and Title [Signature] Date Feb 17 06

Applicant's name: RICHARD DAVIS

Federal Employer Identification Number: 59-3750890

State Sales Tax Registration Number: _____

Current Company Headquarters and address: RED DEVELOPMENT

3289 Kings Road South

St. Augustine, FL 32086

Primary Contact Person: RICHARD DAVIS

Primary Contact Person Title: PRESIDENT

Primary Contact Person Address: 3289 Kings Road South

St. Augustine, FL 32086

Contact Person Phone (business): (904) 997-7801

Contact Person Cell: (904) 668-9197

Contact Person E-mail: rdavis3@earthlink.com

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 the 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:

R & D Development is a local development company. We have been in business in St. Johns County for many years. We are building speculative space in the Dvus Industrial Park located off Holmes Blvd.

Type of Facility Development: New expansion

Date construction is projected to begin: May 07

Date facility will be complete and operational: July 07

Estimated Square Footage of Facility Under Roof H/C: 9750

Number of full-time employees to be employed: _____

Total number of full-time employees currently employed by the applicant in the county: _____

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:

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 400,000

Facility Value 167,000

Infrastructure to be public _____

Infrastructure private _____

Tangible assets _____

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:

We have owned this property and known as Dvus Industrial Park since 1999. We want to develop the property by building speculative floor space for industrial & warehouse use. This incentive is granted which allows us to bring this project to fruition providing available space for relocation & expansion of business.

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

LOT 6
Dvus Industrial Park

Applicant Signature and Title: [Signature] Date: FEB 17 06

ST. JOHNS COUNTY
ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

LC7 /

Applicant's name: RICHARD DAVIS

Federal Employer Identification Number: 59-3750890

State Sales Tax Registration Number: _____

Current Company Headquarters and address: R & D DEVELOPMENT

3289 Kings Road South

St. Augustine, FL 32086

Primary Contact Person: RICHARD DAVIS

Primary Contact Person Title: PRESIDENT

Primary Contact Person Address: 3289 Kings Road South

St. Augustine, FL 32086

Contact Person Phone: (business): (904) 797-7801

Contact Person Cell: (904) 669-9197

Contact Person E-mail: rdavis@rsd.com

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

1

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:

R & D Development is a local development company. We have been in business in St. Johns County for many years. We are building speculative space in the Davis Industrial Park located off Holmes Blvd.

new expansion

Date construction is projected to begin: July 07

Date facility will be complete and operational: September 07

Estimated Square Footage of Facility Under Roof HVC: 9000

Number of full-time employees to be employed: _____

Total number of full-time employees currently employed by the applicant in the county: _____

4-digit SIC Code for all activities included in the project: _____

2

ST. JOHNS COUNTY
ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

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

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	400	000
	Facility Value	155	000
	Infrastructure to be public		
	Infrastructure private		
	Tangible assets		

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:

We have owned this property and known as Davis Industrial Park since 1991. We want to develop the property by building speculative flex space for industrial & warehouse use. This includes 15,000 sq ft of space to bring this project to fruition providing available space for relocation & expansion of business.

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

KOT 7
Davis Industrial Park

Applicant Signature and Title: [Signature]
Date: Feb 17

Applicant's name: RICHARD DAVIS
Federal Employer Identification Number: 59-3750890
State Sales Tax Registration Number: _____
Current Company Headquarters and address: R&D Development
3289 Kings Road South
St. Augustine, FL 32086

Primary Contact Person: RICHARD DAVIS
Primary Contact Person Title: PRESIDENT
Primary Contact Person Address: 3289 Kings Road South
St. Augustine, FL 32086
Contact Person Phone: (business): (904) 999-7801
Contact Person Cell: (904) 469-9197
Contact Person E-mail: rdavis3@se.rr.com

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:

R & D Development is a local development company. We have been in business in St. Johns County for many years. We are building speculative space in the Davis Industrial Park located on AP Helms Blvd.

Type of Facility Development new expansion

Date construction is projected to begin: None 06

Date facility will be complete and operational: Sept 06

Estimated Square Footage of Facility Under Roof/HC: 20,000

Number of full-time employees to be employed: _____

Total number of full-time employees currently employed by the applicant in the county: _____

Ad-digit SIC Code for all activities included in the project: _____

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

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 600,000

Facility Value 300,000

Infrastructure to be public _____

Infrastructure private _____

Tangible assets _____

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:

We have owned this property and known as Davis Industrial Park since 1989. We want to develop the property by building speculative floor space for industrial & warehouse use. This incentive program allows us to bring this project to fruition providing available space for relocation & expansion of business.

Submit a Site Plan:

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

LOTS 11 + 12

Davis Industrial Park

Applicant Signature and Title

Feb 17, 08

ST. JOHNS COUNTY
ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

Let 19

Applicant's name: RICHARD DAVIS

Federal Employer Identification Number: 59-3750890

State Sales Tax Registration Number: _____

Current Company Headquarters and address: R&D DEVELOPMENT
3289 Kings Road South
St. Augustine, FL 32086

Primary Contact Person: RICHARD DAVIS

Primary Contact Person Title: PRESIDENT

Primary Contact Person Address: 3289 Kings Road South
St. Augustine, FL 32086

Contact Person Phone: (Business): (813) 797-7801

Contact Person Cell: (813) 669-9197

Contact Person E-mail: rdavis3@sealr.com

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 they know, should they or any of them disclose information or records 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:

R & D Development is a local development company. We have been in business in St. Johns County for many years. We are building speculative space in the Davis Industrial Park located off Holmes Blvd.

Type of Facility Development: new expansion

Date construction is projected to begin: NOV 06

Date facility will be complete and operational: APR 07

Estimated Square Footage of Facility Under Roof/B/C: 9,500

Number of full-time employees to be employed: NA

Total number of full-time employees currently employed by the applicant in the county: NA

4-digit SIC Code for all activities included in the project: NA

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

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	950,000
	Facility Value	167,000
	Infrastructure to be public	
	Infrastructure private	
	Tangible assets	

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 the business in the County:

We have owned this property now known as Truax Industrial Park since 1989. We want to develop the property by building speculative floor space for industrial & warehouse use. This incentive is granted which allows us to bring this project to fruition providing available space for relocation & expansion of businesses.

Submit a Site Plan:

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

10/11
Davis Industrial Park

Applicant Signature and Title: [Signature]
Date: Feb 17, 08

ST. JOHNS COUNTY
ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

Applicant's name: RICHARD DAVIS

Federal Employer Identification Number: 59-3750890

State Sales Tax Registration Number: _____

Current Company Headquarters and address: Rt D DEVELPNCVT

3289 Kings Road South

St. Augustine, FL 32086

Primary Contact Person: RICHARD DAVIS

Primary Contact Person Title: PRESIDENT

Primary Contact Person Address: 3289 Kings Road South

St. Augustine, FL 32086

Contact Person Phone: (Business): (904) 797-7801

Contact Person Call: (904) 469-9197

Contact Person E-mail: rdavis3@se.fl.com

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:

R & D Development is a local development company. We have been in business in St. Johns County for many years. We are building speculative space in the Davis Industrial Park located at R. Harris Blvd.

Type of Facility Development: new expansion

Date construction is projected to begin: May - 06

Date facility will be complete and operational: Aug 06

Estimated Square Footage of Facility Under Roof/EIC: 20,000

Number of full-time employees to be employed: _____

Total number of full-time employees currently employed by the applicant in the county: _____

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:

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 600,000

Facility Value 200,000

Infrastructure to be public 225,000

Infrastructure private _____

Tangible assets _____

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 his' business in the County:

We have owned this property and known as Davis Industrial Park since 1999. We want to develop the property by building speculative flex space for industrial & warehouse use. This incentive is granted which allows us to bring this project to fruition providing available space for relocation & expansion of business.

Submit a Site Plan: _____

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

lots - 80, 21, 20

Davis Industrial Park

[Signature]

Applicant Signature and Title

Feb 17, 06

Date

ST. JOHNS COUNTY
ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

Let's ...

Applicant's name: RICHARD DAVIS

Federal Employer Identification Number: 59-3750890

State Sales Tax Registration Number: _____

Current Company Headquarters and address: R&D DEVELOPMENT
3289 Kings Road South
St. Augustine, FL 32084

Primary Contact Person: RICHARD DAVIS

Primary Contact Person Title: PRESIDENT

Primary Contact Person Address: 3289 Kings Road South
St. Augustine, FL 32084

Contact Person Phone: (business): (909) 797-7801

Contact Person Cell: (909) 469-9197

Contact Person E-mail: rdavis@rdse.com

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:

R&D Development is a local development company. We have been in business in St. Johns County for many years. We are building speculative space in the Davis Industrial Park located off Holmes Blvd.

Type of Facility Development: new expansion

Date construction is projected to begin: Aug - 06

Date facility will be complete and operational: Nov - 06

Estimated Square Footage of Facility Under Roof/HVC: ~~2000~~ 20,000

Number of full-time employees to be employed: _____

Total number of full-time employees currently employed by the applicant in the county: _____

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:

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

Capital Investment Values:	Real Property	Facility Value	Infrastructure to be public	Infrastructure private	Tangible assets
	\$ 90,000	300,000			

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:

We have owned this property since 1989. We want to develop the property by building speculative floor space for industrial & warehouse use. This venture is geared towards allowing us to bring this project to fruition providing available space for relocation & expansion of business.

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

LOT 23 A22

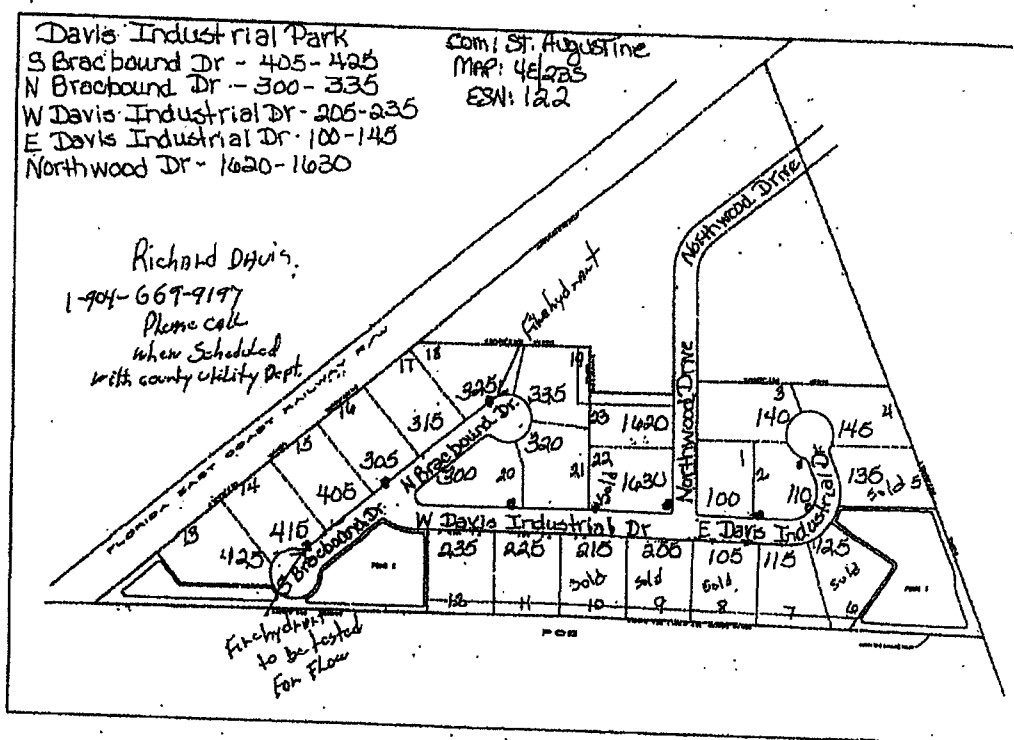
Applicant Signature and Title

Date Feb 17 06

Attention: Andy

From: Richard Davis

Andy @ mmsi-craft
386-577-4970
FAX 386-898-0322



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 R&D DEVELOPMENT 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, R&D 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 October 31, 2006; and

WHEREAS, The Board of County Commissioners approved the incentive calculation not to exceed \$219,643 and directed the County Attorney's office to prepare a contract; 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 R&D.

Section 3. The Board of County Commissioners authorizes the County Administrator to execute the Economic Development Agency Contract with R&D.

DULY ADOPTED BY THE GOVERNING BOARD OF ST. JOHNS COUNTY, FLORIDA this 12th day of December, 2006.

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

Barbara
Chairman

Debra
Deputy Clerk

