

RESOLUTION NO. 2018- 143

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF PROPERTY TO MITIGATE WETLAND IMPACTS AS A RESULT OF CONSTRUCTION OF CAPITAL IMPROVEMENT PROJECTS; AND TO PROVIDE FOR PASSIVE RECREATIONAL ACTIVITIES FOR THE CITIZENS OF ST. JOHNS COUNTY.

RECITALS

WHEREAS, the Jacksonville Port Authority has an interest in selling to the County approximately 1,393.67 acres of land adjacent to the St. Johns River, State Road 13 and McCullough Creek at a total purchase price of \$4,459,744; and

WHEREAS, the parcel has a major potential for passive recreational activities including trails, which is described as a need in the recent review and update of the St. Johns County Parks and Recreation Master Plan; and

WHEREAS, the parcel also has the potential to provide an estimated 200+ mitigation credits and was recently targeted for acquisition as a Regional Offsite Mitigation Area (ROMA) site due to a projected mitigation credit deficit in wetland mitigation credits for future County projects in Mitigation Basin 8; and

WHEREAS, the terms and conditions of the proposed transactions described above are included in the Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; 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 hereby approves the terms and conditions of the proposed Purchase and Sale Agreement, and authorizes the County Administrator, or designee, to execute two original purchase and sale agreements in substantially the same form and format attached hereto.

Section 3. The Board further authorizes the County Administrator, or designee, to take all necessary steps to close on the transactions described herein.

Section 4. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 5. The Clerk is instructed to file the original executed Purchase and Sale Agreement in the Clerk of Courts Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15 day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter, S. Conrad, Clerk

By: Pam Hatterman
Deputy Clerk

RENDITION DATE 5/17/18



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and effective as of _____, 2018, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 (“Buyer”) and **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate created and existing under Chapter 2004-465, Laws of Florida, (“Seller”), whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206.

WITNESSETH:

WHEREAS, the County is desirous of purchasing property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of approximately 1,393.67 acres, the property is shown on Exhibit “A”, attached hereto, incorporated by reference and made a part hereof, (hereinafter “Property”).

NOW THEREFORE, it is mutually agreed as follows:

1. The above recitals are incorporated into the body of this Agreement, and such recitals are adopted as findings of fact.
2. Purchase Price and Deposit.

(a) The purchase price (“Purchase Price”) is **\$4,459,744**, for the property, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Deposit to be held in Escrow by Escrow Agent (hereinafter defined)	Due within thirty (30) days of Commission Approval (hereinafter defined)	\$446,000.00
(ii) Cash to Close.	Closing Day	\$4,013,744.00
TOTAL PURCHASE PRICE		\$4,459,744.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Seller agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (45) days from the effective date, a title commitment (“Commitment”) issued by a title company authorized to do business in the State of Florida (“Title Company”) agreeing to issue to Seller, upon recording the Deed, an owner’s policy of title insurance in the amount of the Purchase Price, insuring Buyer’s title to the property subject only to the following (the “Permitted Encumbrances”):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the Property, if applicable; and

(b) Buyer shall notify Seller in writing ("Title Notice") within ten (10) days after Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have ninety (90) days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 90-day period, Seller has not cured title defects or denial, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement and receiving a return of the Deposit.

4. Identity and Obligation of Escrow Agent.

(a) Action Title Services of St. Johns, Inc., 3670 US 1 South, St. Augustine, Florida 32145, shall be Escrow Agent, at no additional charge to Seller or Buyer, but with the right to serve as underwriter for the title insurance policy.

(b) If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all the parties having an interest in such dispute directing the disposition of same, or in the absence of such authorization, Escrow Agent may hold such Deposit, monies or documents until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, Escrow Agent may, but not required to, bring an appropriate interpleader action or proceeding for leave to deposit such Deposit, monies or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions unless the same constitutes gross negligence or willful misconduct and upon making delivery of the Deposit, monies or documents which Escrow Agent holds, in accordance with the terms of this Agreement, Escrow Agent shall have absolutely no further liability hereunder.

In the event Escrow Agent places the Deposit, monies or documents that have actually been delivered to Escrow Agent in the Registry of the Circuit Court in and for the County in which the

Property is located and files an action of interpleader, naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

5. Closing. The Closing of the sale of the Property shall take place at the offices of the Escrow Agent, Action Title Services, 3670 US 1 South, St. Augustine, FL 32145 One hundred twenty days (120) from the date of this fully executed Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

6. Taxes. Any real property taxes due will be prorated and paid on the basis of the 2018 taxes at the highest allowable discount.

7. Seller's Representations. Seller represents to Buyer that they own fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

8. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a general warranty deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Escrow Agent shall deliver the Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

9. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, and any other affiliated

recording fees. Buyer will also be responsible for recording fees for documents related to clearing the title of the property for closing. Each party shall bear the expense of its own legal counsel.

10. Survey and Legal Description. The survey and legal description has been completed by LD Bradley Land Surveyors dated February 16, 2017. Any update to the survey requested by Buyer will be done as Buyer's sole expense.

11. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) days from the execution of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property, including but not limited to Phase 1 Environmental Study, and Real Estate Appraisal to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller has provided Buyer with documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

12. Default. (a) Default by Seller. If Seller defaults by non-performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, and then at its option either may terminate this Agreement or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

13. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

15. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

16. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

17. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

18. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

19. Time. Time is of the essence of all provisions of this Agreement.

20. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

21. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: **Jacksonville Port Authority**
2831 Talleyrand Avenue, Jacksonville, FL 32206
Attn: David Stubbs
David.Stubbs@Jaxport.com
With a copy to: Jaxport Chief Legal Counsel

Buyer: **St. Johns County, Florida**
500 San Sebastian View, St. Augustine, Florida 32084
Attn: Michael D. Wanchick, County Administrator
mwanchick@sjcfl.us
With a copy to: Office of the St. Johns County Attorney

Escrow Agent: **Action Title Services**
3670 US 1 South, St. Augustine, FL 32145

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

23. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

24. Commission Dues. No real estate commission is owed as a result of this transaction.

25. Approvals. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer as well as the approval of the Jacksonville Port Authority Board of Directors.

26. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

27. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

28. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without requiring further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

29. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

Signature

Print

Signature

Print

Approved Legal Form:

By: _____
Office of General Counsel

WITNESSES:

Signature

Print

Signature

Print

SELLER:

JACKSONVILLE PORT AUTHORITY,
a body politic and corporate created and
existing under Chapter 2004-465, Laws of Florida

By: _____
Eric B. Green
Chief Executive Officer

BUYER:

ST. JOHNS COUNTY, FLORIDA
A political subdivision of the
State of Florida

By: _____
Michael D. Wanchick
County Administrator

ATTEST: Cheryl Strickland, Clerk.

Legally Sufficient:

By: _____
Deputy Clerk

By: _____
County Attorney

Date: _____

Deposit received by _____, (Escrow Agent), which the Escrow Agent agrees to return in accordance with the terms and conditions within the Agreement.

ESCROW AGENT

By: (Title Company Name)

Name: _____

Title: _____

Date: _____

EXHIBIT "A"**PARCEL 1**

A parcel of land, being a portion of Sections 17, 18, 19 and 20, Township 8 South, Range 28 East and being a portion of Sections 13 and 24, Township 8 South, Range 27 East, all in St. Johns County, Florida and being more particularly described as follows:

Begin at the Northwest corner of Section 17, Township 8 South, Range 28 East, St. Johns County, Florida; thence on the North line of said Section 17, N 89°37'37" E, a distance of 4719.94 feet to the Northeast corner of Government Lot 1 of said Section 17; thence departing said North line and on the Easterly line of said Government Lot 1 for the next 2 courses, S 39°19'51" W, a distance of 321.33 feet; thence S 49°05'47" E, a distance of 1071.01 feet to a point on the East line of said Government Lot 1; thence departing said Easterly line and on the said East line and also being on the East line of Government Lot 8 of said Section 17, S 01°18'50" E, a distance of 1662.13 feet to the Southeast corner of said Government Lot 8; thence departing said East line and on the South line of said Government Lot 8, S 89°09'54" W, a distance of 1313.34 feet to the Southwest corner of said Government Lot 8 said point also being the Northeast corner of Government Lot 10 of said Section 17; thence departing said South line and on the East line of said Government Lot 10, S 00°55'37" E, a distance of 1329.57 feet to the Southeast corner of said Government Lot 10; thence departing said East line and on the South line of said Government Lot 10, S 89°10'06" W, a distance of 1322.32 feet to the Southwest corner of said Government Lot 10 said point also being the Northeast corner of Government Lot 14 of said Section 17; thence departing said South line and on the East line of said Government Lot 14, S 00°32'23" E, a distance of 1329.51 feet to the Southeast corner of said Government Lot 14; thence departing said East line and on the South line of said Government Lot 14, S 89°10'18" W, a distance of 1331.31 feet to the Southwest corner of said Government Lot 14 said point also being the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 8 South, Range 28 East, St. Johns County, Florida; thence departing said South line and on the East line of said Northwest 1/4 of the Northwest 1/4 of Section 20, S 01°03'42" E, a distance of 1254.93 feet to a point on the Northerly Right of Way line of County Road No. 13 (66 foot Right of Way as per Florida Department of Transportation Right of Way Map, Section 78070-2510) said point also being on a curve, concave Southwest, having a radius of 2325.38 feet and a central angle of 06°13'16"; thence departing said East line and on said Northerly Right of Way line, and on the arc of said curve for the next 6 courses, a distance of 252.49 feet said arc being subtended by a chord which bears N 80°06'29" W, a distance of 252.37 feet to the curves end; thence N 83°13'07" W, a distance of 5185.23 feet to the beginning of a curve, concave Northeast, having a radius of 6317.00 feet and a central angle of 05°57'57"; thence on the arc of said curve a distance of 657.75 feet said arc being subtended by a chord which bears N 80°14'09" W, a distance of 657.46 feet to the curves end; thence N 77°15'10" W, a distance of 229.30 feet; thence N 18°52'40" E, a distance of 17.10 feet to a point on the Northerly Right of Way line of County Road No. 13 (100 foot Right of Way per Boundary Survey by St. Johns Survey Company, Project No. 149-001, dated 12/08/1988); thence continue on said Northerly Right of Way line, N 77°15'10" W, a distance of 1030.67 feet to the Southeast corner of those lands described in Deed Book 148, Page 191 of the Public Records of St. Johns County, Florida; thence departing said Northerly Right of Way line and on the East line of said lands N 10°56'53" E, a distance of 1219.88 feet to the Northeast corner of said lands; thence departing said East line and on the North line of said lands, N 77°09'18" W, a distance of 1119.30 feet to the Northwest corner of said lands; thence departing said North line and on the West line of said lands, S 32°34'23" W, a distance of 1298.13 feet to the Southwest corner of said lands said point also being on the aforesaid Northerly Right of Way line of County Road No. 13; thence departing said West line and on the Northerly Right of Way line, N 77°15'10" W, a distance of 2952.84 feet to a point on the Northwesterly line of Section 13, Township 8 South, Range 27 East, St. Johns County, Florida; thence departing said Northerly Right of Way line and on said Northwesterly line of Section 13 and on the Northwesterly line of Section 18, Township 8 South, Range 28 East, St. Johns County, Florida, N 57°53'19" E, a distance of 8345.69 feet to the Northwest corner

said Section 18; thence departing said Northwesterly line and on the North line of said Section 18 for the next 2 courses, N 89°42'29" E, a distance of 532.19 feet; thence N 88°58'25" E, a distance of 2652.25 feet to the Point of Beginning.

Less and except the below property:

PARCEL A

A parcel of land, being a portion of Section 18, Township 8 South, Range 28 East and being a portion of Section 13, Township 8 South, Range 27 East, all in St. Johns County, Florida and being more particularly described as follows:

Commence at the Northeast corner of Section 18, Township 8 South, Range 28 East, St. Johns County, Florida; thence on the North line of said Section 18 for the next 2 courses, S 88°58'25" W, a distance of 2652.25 feet; thence S 89°42'29" W, a distance of 532.19 feet to the Northwest corner of said Section 18; thence departing said North line and on the Northwesterly line of said Section 18, S 57°53'19" W, a distance of 1625.89 feet to the Point of Beginning; thence departing said Northwesterly line, S 14°39'22" W, a distance of 3522.77 feet to a point on the Easterly prolongation of the North line of those lands described in Deed Book 148, Page 191 of the Public Records of St. Johns County, Florida; thence on said Easterly prolongation of the North line and on said North line; N 77°09'18" W, a distance of 950.41 feet to a point; thence departing said North line; N 15°25'49" E, a distance of 2579.68 feet to a point on the aforesaid Northwesterly line of Section 18; thence on said Northwesterly line, N 57°53'19" E, a distance of 1335.97 feet to the Point of Beginning.

Less and except those lands that lie below Mean High Water Line of McCullough Creek.



Land Management Systems

Department

REAL ESTATE DIVISION REPORT

Land Acquisition Project

JAXPORT 1,394 Acres

To: Darrell Locklear, PE, Assistant County Administrator

From: Gail Oliver, PLS, Land Management Systems Department Director

Date of report: April 10, 2018

Subject: Jacksonville Port Authority - Potential 1,394 Acre Land Acquisition Project - UPDATED

Commissioner District: District 2

Background: Jacksonville Port Authority (JAXPORT) acquired a 1,994 acre parcel in St. Johns County as part of a "Harbor Deepening" project that required 600 acres of mitigation. JAXPORT has encumbered the required 600 acres with a Conservation Easement (shown on the location map).

Subsequent to the acquisition, conversations with JAXPORT staff members Dave Kaufman, Senior Director of Planning and Commercial Development and David Stubbs, Director of Properties and Environmental Compliance have indicated that there is an interest in selling the parcel to St. Johns County.

JAXPORT staff has stated the Port Authority have met their project needs and are not in the land management business. JAXPORT prefers to sell the acreage to another government agency. The original offer included the entire 1,994 acre parcel. As presented in the BOCC meeting on March 20, 2018, JAXPORT must now retain the 600 acre Conservation Easement parcels. The current offer is for the residual 1,394 acre parcel.

JAXPORT purchased the parcel in June 2017 from Terrapointe LLC for approximately \$3,200 per acre. JAXPORT staff has tentatively offered the residual 1,394 acres for the same \$3,200 per acre for a total purchase price of \$4,459,744 dollars. The total expenditure, including closing cost will be approximately \$4,530,000 dollars.

Potential future benefits:

- ❖ A portion of the funds used for acquisition will be from the St. Johns County Tree Bank Fund, an account funded by the Development Community for projects with deficit tree plantings. The land development code allows the use of the developer funds within this account for "conservation or natural preserve area protection and enhancement, access and trails, mitigation of negative environmental effects of tree

removal and loss of treed acreage, providing the ability to mitigate wildlife displacement and for programs or preservation land assessment and acquisition.”

- ❖ There is an estimated \$1.2 million in timber sales to recover acquisition, permitting and property enhancement costs, based on recent timber assessments performed on the property. \$783,000 is currently available and the additional \$394,000 will be available as existing planted trees mature.
- ❖ There is a major potential for passive recreational activities including trails, which is described as a need in the recent review and update of the St. Johns County Parks and Recreation Master Plan.
- ❖ The property will provide 1,394 acres of open space for County residents.
- ❖ The property was recently targeted for acquisition as a Regional Offsite Mitigation Area (ROMA) due to a projected 70 SJRWMD credit and 80 Army Corps of Engineers credit deficit in wetland mitigation credits for future County projects in mitigation basin 8. The property would provide an estimated 200+ mitigation credits to the County for the 1,394 acres.
- ❖ This property would add to the County's conservation land portfolio of 3 ROMAs currently used as exceptionally cost-effective banks for wetland mitigation credits. Land management activities would be performed including prescribed burns and other enhancement activities to bring the property to a more natural setting similar to what is done on the other County ROMA properties.
- ❖ The property is a critical ecological link in the identified Northeast Florida Blueway from the state's Florida Forever Project and St. Johns County Greenway Blueway and Trails Master Plan. This project preserves Florida's blueways and lands supporting the natural and scenic rivers, creeks and marshes of Florida

Funding Source Options:

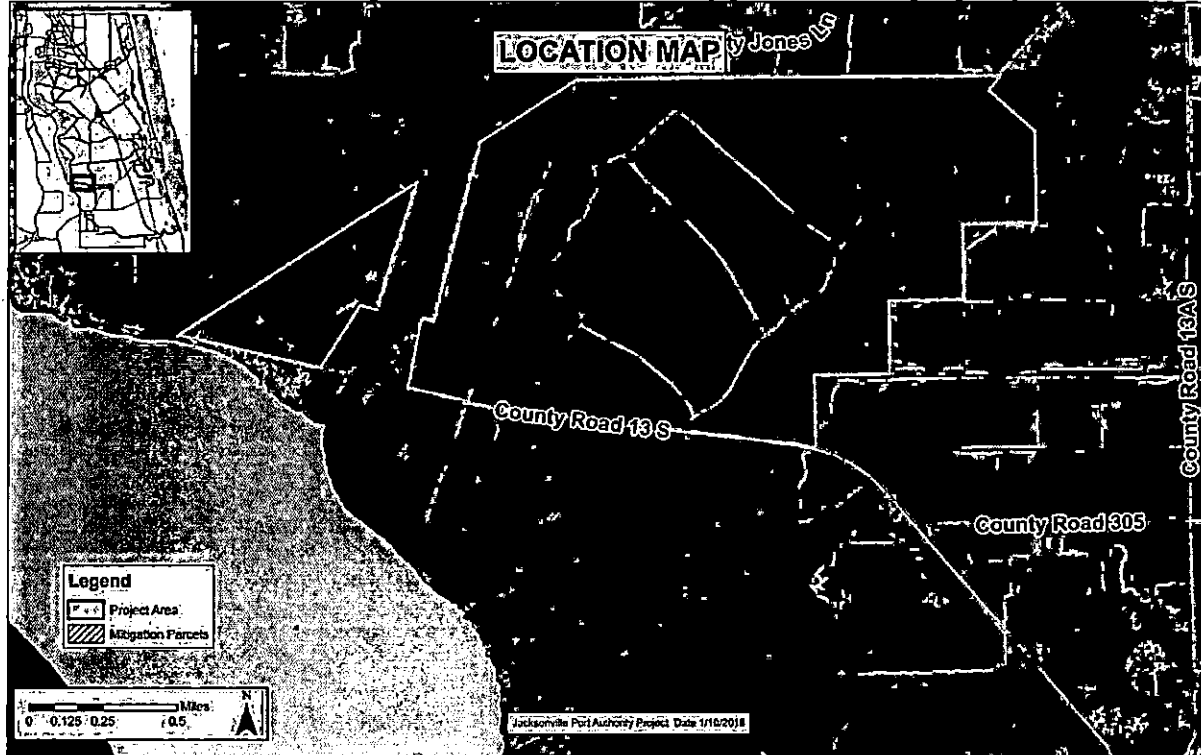
- ❖ Tree Bank Funds
- ❖ Impact Fee Funds
- ❖ Possible financing options with JAXPORT or Commercial Paper (Florida Local Government Finance Program)
- ❖ Potential Florida Communities Trust (FCT) Grant funding for 75% reimbursement within 2 years of acquisition should grant be applied for and approved.

Other costs to consider:

- ❖ Management and maintenance cost – funded from the Tree Bank Fund.

Location Map and Aerial Imagery: Property is located on CR 13 S, lying northeasterly of the St. Johns River and northwesterly of the intersection of CR 305 and CR 13S.

The property is forested with tributaries of the St. Johns River traversing the property in several locations. McCullough Creek is on the westerly portion of the property.



During the presentation of the potential acquisition at the March 20, 2018 BOCC Meeting, Board Members had additional questions related to the acquisition. Below are those questions with the respective responses shown in green.

JAXPORT BOCC Questions March 20, 2018

Chairman Dean

1. Value Natural Timber on 1,394? See Jowett & Wood Evaluation dated March 27, 2018. In summary, Estimated Value of Merchantable Timber \$609,503; Estimated Value of Premerchantable Pine Plantations \$393,660; and Estimated Value of Natural Pine and Hardwood Timber \$173,463.

Vice Chairman Waldron

2. Robinson Tract-How much is wet within the CR2209 alignment? 225 acres total, 61 acres wetland impacts per ETM. See Map B.
3. Can road be realigned within Robinson to avoid wetlands? The Robinson offer sets forth a proposed corridor. Based on the information provided by ETM, the alignment chosen was due to an existing trail road with the least amount of wetland impacts. The overall alignment must match the north and south connections.

4. Is a center link missing? The County is in negotiations with several properties at this time.
5. Are the 70 credits needed solely for Robinson Tract? No. There are two small sections of CR 2209 outside of Robinson in Basin 8 that are included in the estimated 70 credits needed. An additional 126 credits in Basin 5 are needed for CR2209 (which includes a segment of Robinson). The Turnbull ROMA has sufficient credits available for the Basin 5 needs.
6. Can Robinson alignment be moved so we need less credits? See answer to question 2 and 3 above. During the design phase minor alignment adjustments will be studied to further minimize wetland impacts.

Commissioner Johns

7. When did we start working with JaxPort? November 2017.
8. When was credit shortfall known? The County had a general idea of a credit shortfall for its Capital Improvement Projects, including CR 2209 for several years. This initiated a study (completed in November 2016) to identify those needs. Since that time, staff had been looking at acquiring mitigation land in Basin 8. Following Board direction to move forward with the CR 2209 ROW acquisitions, the JAXPORT offer appeared to be an opportunity to address the known shortfall.
9. Details on Robinson Donation Timeline on when Agreement for Deed will be signed? County staff is drafting an Agreement for Deed taking into account the details of the offer from Robinson for the ROW donation. The Agreement will be entered into with the Robinsons during the Adoption hearing of the Comp Plan Amendment, which is currently scheduled for the June 7 PZA meeting and July 17 BOCC meeting.

Commissioner Smith via Email

10. I request a map of the proposed CR 2209 alignment as of March 20, 2018, containing the following:
 - A. ROW secured by SJC The County is in negotiations with several properties at this time.
 - Not in the process of being secured or purchased.
 - Not in negotiations.
 - Not in transmittal.
 - B. ROW needed to complete the proposed alignment.
 - C. The mitigation credits needed for the specific portions of the road. Where are the credits needed? See Map A.
11. How many mitigation credits does SJC need for this proposed alignment? Basin 8 - 70 credits and Basin 5 - 126 credits for the SJRWMD. See Map A.
 - 70?
 - 75?
 - Why is there a discrepancy amongst staff regarding this number? 70 is the current estimate for SJRWMD Credits. USACE credits have a deficit of 80 projected. The estimates are based on projected impacts and the number 75 is sometimes used splitting the difference between the two agencies. There are many variables to calculate wetland impacts and the exact number of credits will not be known until the project is in the design phase.
12. I want an itemized list of costs and potential costs for operations and management of

this acquisition, including but not limited to (please include infrastructure costs):

During our preliminary due diligence phase there has been nothing outside of normal observed on the property. Based on our experience in managing and monitoring the Turnbull ROMA the County has spent \$32,641 over the last 5 years on Turnbull alone (or an average \$6528 annually). Turnbull is 750 acres and JAXPORT is 1,394 acres.

At closing, staff believes that we will need to maintain gates and change out the JAXPORT signage. Until the ROMA is developed and recreational uses are determined, there would be no immediate plans for the property. No additional staff will be needed to operate and manage the property immediately following the acquisition.

Unit prices below are used for our existing ROMA's.

- mowing trail roads only, on approximately 5 year cycle
- prescribed burning \$125 per acre, as needed
- invasive plant and animal control \$50 per acre, as needed
- gates existing gates sufficient, will repair and maintain as needed with internal staff
- fencing existing fences outside of project boundary and appear to belong to adjoining land owners, no new or additional fencing deemed necessary at this time
- signage use of internal resources to make signs and install
- parking until use of land is changed to other uses this is not needed, anticipate grants and other non-county resources to fund improvements related to recreational uses.
- drainage see Map C. Elevations range from 20 to 0 feet draining into the tributaries of the St. Johns River. There are no known drainage issues. When the ROMA is established any drainage modifications will be a part of the implementation of the ROMA.

13. I want a list of timber values for the 1,393.67 acres. (If they are available. If not, I would like to know how difficult or costly it would be to obtain these numbers.) Please exclude the 600.11 acres. See Jowett & Wood Evaluation dated March 27, 2018. In summary, Estimated Value of Merchantable Timber \$609,503; Estimated Value of Premerchantable Pine Plantations \$393,660; and Estimated Value of Natural Pine and Hardwood Timber \$173,463. See report for breakdown:

- pine pulpwood
- pine chip and saw
- pine sawtimber
- natural pine pulpwood
- natural pine chip and saw
- natural pine sawtimber
- natural hardwood pulpwood
- natural hardwood sawtimber

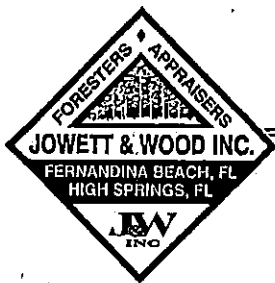
14. I want a map delineating the natural stands and pine plantation for the 1,393.67 acres. See aerial with trail roads from JAXPORT.

15. I want a delineation of the plantation pine plantings and associated thinnings for the 1,393.67 acres. Per Jowatt & Wood December 2016 Report the property has been managed for plantation forestry for over 50 years. The pine plantations are managed with a 20 to 25 year rotation with thinning beginning at age 14/15. Rayonier and

JAXPORT have confirmed no thinning operation have occurred since December 2016.

County estimate to chop, bed and replant \$310 to \$350 per acre (Note: There are currently no plans to do this).

16. In the BCC meeting, I understood that the property was fenced.
 - Where is it fenced? Along a portion of the north boundary and private property boundary near McCullough Creek.
 - What type of fence is it? Hogwire and stranded wire.
 - Will the fence need maintenance? No, it appears to be owned by the adjoiner. If so, how much will it cost? 0\$ and no additional fencing is merited at this time. The gates are sufficient.
17. Since Tree Bank funds can be utilized to purchase this property, can they be used to purchase other potential mitigation properties? Yes Can they be used to purchase mitigation credits? No
18. I was under the impression that some of the Star Four property was a mitigation bank. Correct. I thought this was one of the prevailing reasons to purchase it expediently. Correct. A delay could result in an inability or much more costly effort to purchase the proposed alignment. Is this true? True – the Star Four owners wanted to proactively work with the County in securing the ROW before the their bank was finalized. Once credits are sold, releasing those credits can be an extraordinary expense and take an incredible amount of time. Entering into the Purchase and Sale Agreement secured the County's interest in the most efficient ROW location, ahead of the finalization of the bank.



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March 27, 2018

Memo To: Debbie Taylor

From: Leonard Wood

Subject: Update of December 2016 Evaluation of JAXPORT and Deep Creek Forest, St. Johns County, FL, Additions 2 and 3

Objective 1: Estimate value of merchantable timber

Method: Pine plantation standing product volumes (tons) were increased by 3.5% to capture the growth realized during the 2017 growing season. Probable prices for pine products were applied to calculate an estimate of March 2018 market value.

Addition 2

Product	RYN/J&W Average Tons	\$/Ton	Total \$
Pine Pulpwood	5,014	\$17	\$ 85,238
Pine Chip 'n' Saw	1,126	\$25	\$ 28,150
Pine Sawtimber	1	\$30	\$ 30
TOTALS	5,933		\$113,418

Addition 3

Product	RYN/J&W Average Tons	\$/Ton	Total \$
Pine Pulpwood	18,140	\$17	\$308,380
Pine Chip 'n' Saw	7,165	\$25	\$179,125
Pine Sawtimber	286	\$30	\$ 8,580
TOTALS	25,591		\$496,085

Estimated Value of Merchantable Timber

\$ 609,503

Objective 2: Estimate the value of the premerchantable pine plantations

Method: Capitalize the estimated establishment cost of \$375 per acre forward 10 years (the average weighted age of the 486 acres of premerchantable pine plantations) to a March 2018 value @ 8% per year.

Addition 2 – No premerchantable pine plantations

Addition 3 – 486 acres of premerchantable timber > age 10

\$375 establishment cost per acre for 10 years @ 8% per year = \$810/acre

\$810/acre x 486 acres = \$393,660

Estimated Value of Premerchantable Pine Plantations **\$393,660**

Objective 3: Estimate the value of the natural pine and hardwood timber on Additions 2 and 3

Method: Rayonier's 2016 estimated tons for Additions 2 and 3 were grown 2.5% to an estimated March 2018 market value.

Addition 2 and 3

<u>Product</u>	<u>Estimated Tons</u>	<u>\$/Ton</u>	<u>Total \$</u>
Pine Pulpwood	2,674	8	\$ 21,392
Pine Chip 'n' Saw	1,379	15	\$ 20,685
Pine Sawtimber	3,223	20	\$ 64,460
Hardwood Pulpwood	15,543	2	\$ 31,086
Hardwood Sawtimber	3,584	10	<u>\$ 35,840</u>
Total Estimated Value			\$173,463

Estimated Value of Natural Pine and Hardwood Timber on Additions 2 and 3 **\$173,463**

In summary:

Estimated Value of Merchantable Timber **\$ 609,503**

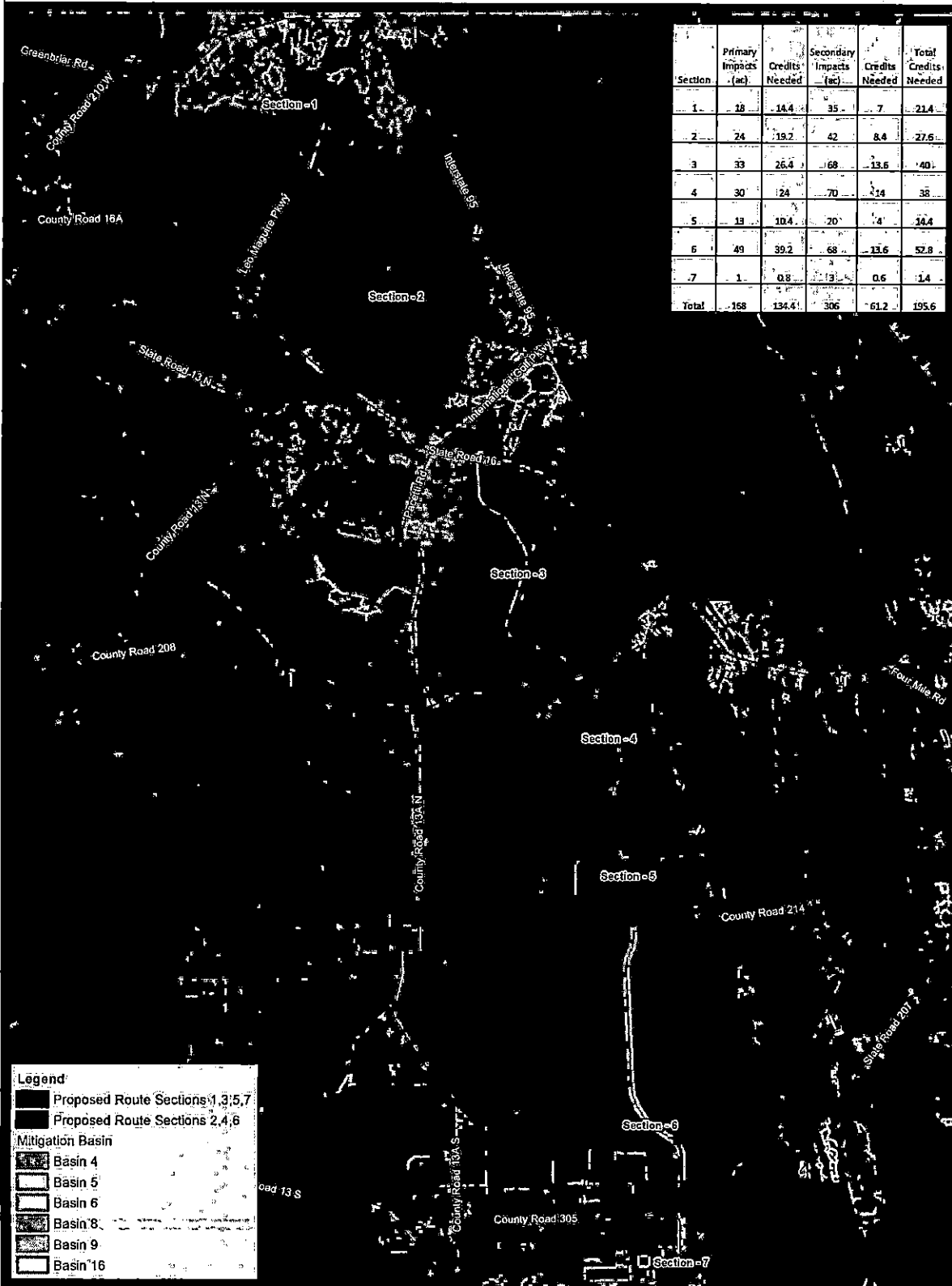
Estimated Value of Premerchantable Pine Plantations **\$ 393,660**

Total Estimated Value of Merchantable and Premerchantable Pine Plantations **\$1,003,163**

Total Estimated Value of Natural Pine and Hardwood Timber **\$ 173,463**

Figure 1
Section Overview
CR-2209 Proposed Route

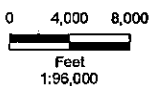
MAP A



Section	Primary Impacts (ac)	Credits Needed	Secondary Impacts (ac)	Credits Needed	Total Credits Needed
1	18	14.4	35	7	21.4
2	74	19.2	42	8.4	27.6
3	33	26.4	68	13.6	40
4	30	24	70	14	38
5	13	10.4	20	4	14.4
6	49	39.2	68	13.6	52.8
7	1	0.8	3	0.6	1.4
Total	158	134.4	306	61.2	195.6

Legend

- Proposed Route Sections 1, 3, 5, 7
- Proposed Route Sections 2, 4, 6
- Mitigation Basin
 - Basin 4
 - Basin 5
 - Basin 6
 - Basin 8
 - Basin 9
 - Basin 16

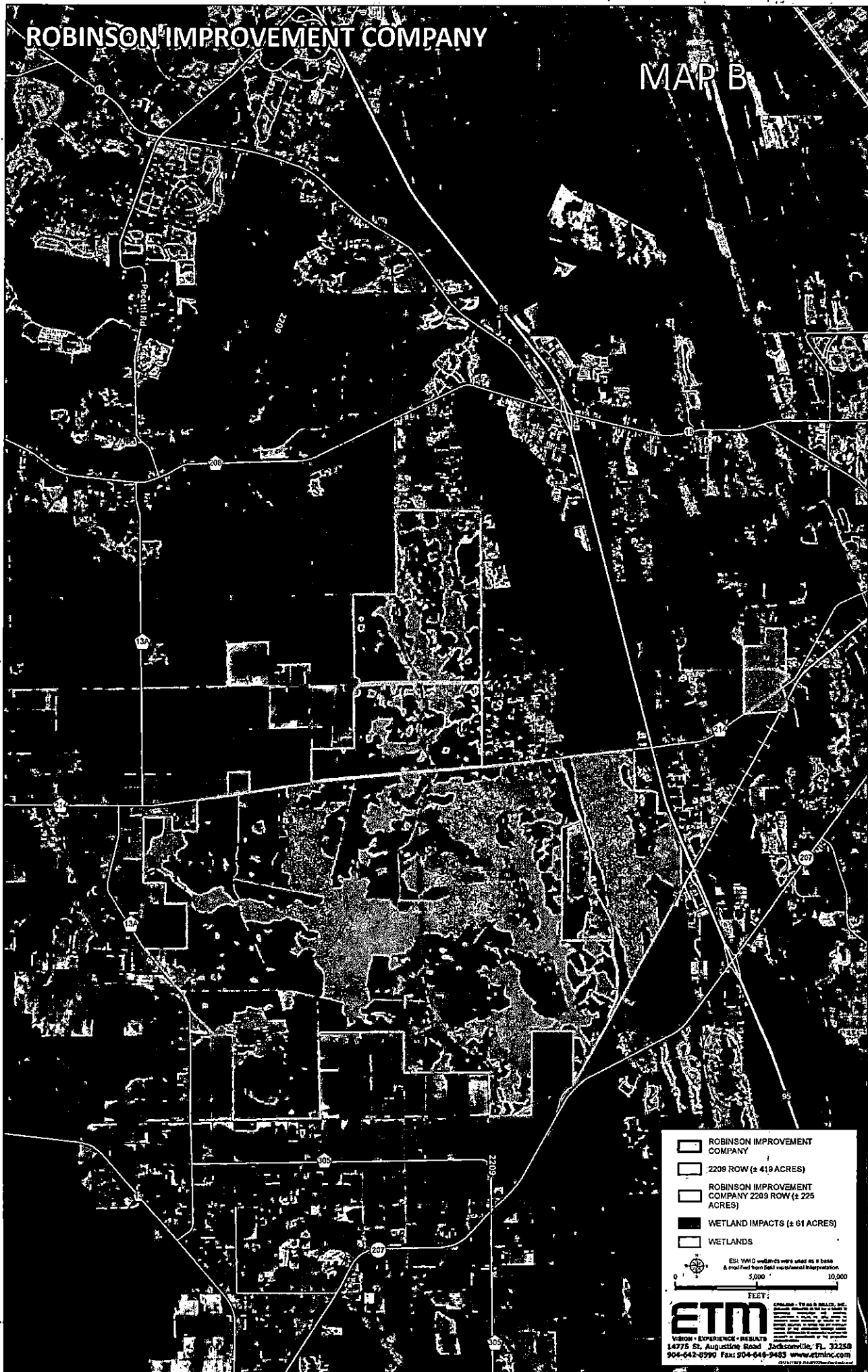







*All wetland communities were considered high quality and assigned a UMAM score of 8. This results in a functional loss ratio of 0.8 for primary wetland impacts and an assumed 0.2 loss for secondary wetland impacts.



ROBINSON IMPROVEMENT COMPANY

MAP B



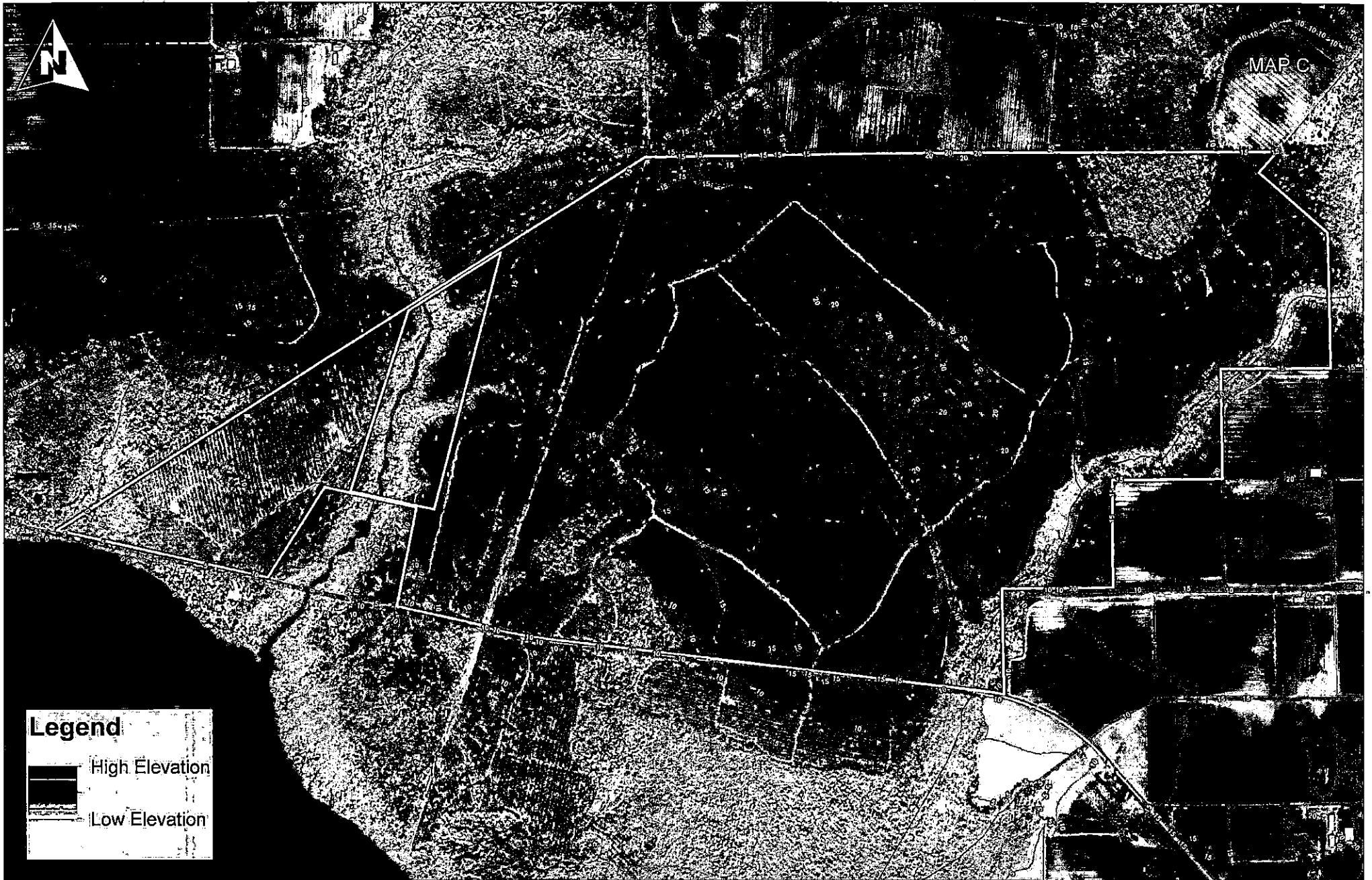
-  ROBINSON IMPROVEMENT COMPANY
-  2209 ROW (± 419 ACRES)
-  ROBINSON IMPROVEMENT COMPANY 2209 ROW (± 225 ACRES)
-  WETLAND IMPACTS (± 61 ACRES)
-  WETLANDS

ESU: YWIO wetlands were used as a base & modified from field supplemental interpretation.

0 5,000 10,000

FEET

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MAP C

Legend

High Elevation

Low Elevation

