

RESOLUTION NO. 2020- 10

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN IMPACT FEE CREDIT AGREEMENT WITH WHITE'S FORD TIMBER, LLC.

WHEREAS, White's Ford Timber, LLC ("White's Ford") is the owner of certain lands contained within the SilverLeaf Development of Regional Impact (the "Project") as described and approved in St. Johns County Resolution No. 2019-165 (the "DRI DO") and the SilverLeaf Planned Unit Development approved under St. Johns County Ordinance No. 2019-33 (the "SilverLeaf PUD"); and

WHEREAS, St. Johns County Ordinance No. 87-58 ("Park Impact Fee Ordinance"), as has been or may be amended, allows for impact fee credits to be granted by the Board of County Commissioners for the property dedicated to St. Johns County and/or improvements made or funded by White's Ford as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein; and

WHEREAS, in accordance with Section 13 of the Park Impact Fee Ordinance, White's Ford is entitled to certain impact fee credits for the dedication of lands for park use, as identified in the DRI DO.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

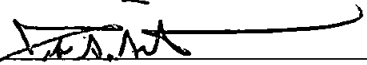
Section 1. The County Administrator is hereby authorized to approve and execute an Impact Fee Credit Agreement with White's Ford Timber, LLC substantially in the form of that which is attached hereto and incorporated herein by reference for those property dedications identified within the Park Impact Fee Ordinance which are eligible for impact fee credits.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the agreement in the official records of St. Johns County, Florida.

Section 3. To the extent that there are typographical or administrative 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 21<sup>st</sup> day of January, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

  
Jeb S. Smith  
Its Chairman

Attest: Brandon Patty, CLERK

By: Pam Halterman  
Deputy

RENDITION DATE 1/23/20



## IMPACT FEE CREDIT AGREEMENT

(Park Impact Fees)

**THIS IMPACT FEE CREDIT AGREEMENT** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** (“County”), and **WHITE’S FORD TIMBER, LLC** (“White’s Ford”, which term shall include its successors and assigns).

### **RECITALS:**

A. White’s Ford is the owner and projected Impact Feepayer of certain lands contained within the SilverLeaf Development of Regional Impact (the “DRI”) as described and approved under St. Johns County Resolution No. 2019-165 (the “DRI/DO”) and the SilverLeaf Planned Unit Development approved under St. Johns County Ordinance No. 2019-33 (the “SilverLeaf PUD”).

B. Under Special Condition 28 of the DRI/DO (“SC-28”), White’s Ford is required to convey to the County an approximately 40-acre parcel located on County Road 16A known and identified in the DRI/DO as the “CR 16A Recreation Parcel”, which is more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference and depicted on Exhibit “B” attached hereto and incorporated herein by this reference.

C. White’s Ford now desires to convey the CR 16A Recreation Parcel to the County for its use as a park site in satisfaction of SC-28 of the DRI/DO.

D. The Park Impact Fee Ordinance requires any person who seeks to develop land within St. Johns County, as evidenced by such person’s application for a building permit or certificate of occupancy by such person or its successors and assigns (“Feepayer”), to pay a park impact fee (“Park Impact Fee”) so as to assure that such new development bears a proportional share of the cost of capital-expenses necessary to provide parks within St. Johns County.

E. Section 13 of St. Johns County Ordinance No. 87-58, as amended (“Park Impact Fee Ordinance”), allows for impact fee credits to be granted by the Board of County Commissioners for any cash contributions or property dedicated or improvements to the County made by or funded by White’s Ford (“Park Impact Fee Credits”).

F. White’s Ford is entitled under the Park Impact Fee Ordinance and Special Conditions 28 and 33 of the DRI/DO to receive Park Impact Fee Credits for property dedicated to the County as more particularly identified in SC-28 (the “SilverLeaf Park Contributions”).

G. Under SC-28, the Park Impact Fee Credits awarded to White’s Ford for the conveyance of the CR 16A Recreation Parcel may not be used within the DRI until after the County’s issuance of a certificate of occupancy for the 2,000th residential unit within SilverLeaf,

at which time the Park Impact Fee Credits may be applied to impact fees assessed for residential units within the DRI until the balance of the Park Impact Fee Credits has been exhausted.

H. SC-28 also provides that White's Ford shall be entitled to Park Impact Fee credits for any other public community parks constructed by the White's Ford and conveyed to the County within the DRI, which shall be available for use and collection by White's Ford upon the approval of a modification of this Agreement following such dedication to the County.

I. White's Ford desires to enter into this Agreement to establish the terms upon which the Park Impact Fee Credits will be granted for the SilverLeaf Park Contributions that are being made at this time or in the future.

J. In accordance with SC-28, White's Ford is dedicating the CR 16A Recreation Parcel to the County for a park site that is recognized as meeting the requirements for Park Impact Fee Credits.

K. Pursuant to the terms of the Park Impact Fee Ordinance, the County, White's Ford desires to set forth its agreement and a procedure for the application and treatment of such Park Impact Fee Credits.

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above stated Recitals are incorporated herein as Findings of Facts.
2. The appraised value of the CR 16A Recreation Parcel and the total Park Impact Fee Credits to be awarded for the land to be dedicated shall be One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00). A summary of the CR 16A Recreation Parcel appraised value is set forth on Exhibit "C" attached hereto and incorporated herein by this reference.
3. Upon the County's acceptance of the CR 16A Recreation Parcel, the County shall establish the SilverLeaf DRI Park Impact Fee Credit Account ("Impact Fee Credit Account") in the amount of (One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00)).
4. From and after the County's issuance of a certificate of occupancy for the 2000<sup>th</sup> residential unit within the DRI boundaries, so long as there is any balance remaining within the Park Impact Fee Credit Account, all Feepayers applying for building permits or certificates of occupancy in connection with any construction within the DRI (including within the SilverLeaf PUD and the Grande Creek PUD) shall pay the amount due under the Park Impact Fee Ordinance directly to White's Ford. White's Ford shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to White's Ford. Then, for so long as the total Park Impact Fee Credits for which White's Ford has issued vouchers under this Agreement is less than the total Park Impact

Fee Credits authorized by this Agreement, White's Ford shall issue to such Feepayer a voucher evidencing full payment of Park Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy. The voucher issued by White's Ford shall contain a statement setting forth the amount of Park Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer and shall deduct the amount of such voucher from the SilverLeaf Park Impact Fee Credit Account. The voucher form is attached hereto as Exhibit "D".

5. In the event that White's Ford determines to sell all or part of the property within the DRI, White's Ford may sell, transfer, assign or convey any of its interest in part of the Park Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the DRI boundaries for such consideration as White's Ford, in its sole discretion, determines. In such event, White's Ford shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Park Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Park Impact Fee Credits, if any, shall remain vested in White's Ford. The parties agree that no Park Impact Fee Credit may be used or applied to development outside the DRI boundaries without the specific approval of the County, and that such approval may be denied based on factors including, but not limited to the relationship of the dedication and/or improvements to the particular development to which credits are transferred. White's Ford acknowledges that only one Park Impact Fee Credit account may exist at any given time for the DRI.
6. On or before January 31 of each year, so long as there remains any Park Impact Fee Credits, White's Ford shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Park Impact Fee payments made by the Feepayers applying for building permits or certificates of occupancy within the DRI and the remaining balance of Park Impact Fee Credits.
7. At such time as the Park Impact Fee Credits provided for hereunder have been exhausted, White's Ford or the Feepayer seeking building permits or certificates of occupancy within the DRI boundaries shall pay the County the Park Impact Fees as are then due and payable under the Park Impact Fee Ordinance in effect at that time. Until such time, any Feepayer within the DRI shall be instructed by the County to pay its Park Impact Fees directly to White's Ford.
8. Additional Park Impact Fee Credits for any Public Community Parks constructed within the DRI and conveyed to the County may be awarded to White's Ford upon approval by the County of an addendum to this Agreement.
9. Miscellaneous Provisions
  - a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have

participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the County's Park Impact Fee Ordinance and other applicable ordinances. Any and all applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable.

- b. The parties agree that Park Impact Fee Ordinance Section 13 limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due or that become due within the DRI. The parties further agree that they will not challenge in any judicial proceeding and will accept the interpretation of the County Attorney's Office that the Park Impact Fee Credits identified or granted by this Agreement are limited to the amount of Impact Fees which are due or become due within the DRI.
- c. In construing the Agreement, the singular shall be held to include the plural, and the plural shall include the singular, the use of any gender shall include every other and all gender and captions and paragraph headings shall be disregarded.
- d. The exhibits attached to this Agreement is incorporated in and made a part of this Agreement.
- e. This Agreement, and any Exhibits and/or addendum made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
- f. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- g. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.
- h. This Agreement is recognized as being subject to the laws of Florida and the Ordinances of St. Johns County, Florida and therefore all applicable provisions thereof are incorporated herein and if any provision hereof is inconsistent with such provisions, such provision shall apply.
- i. Nothing in this Agreement shall act to allow an entity to receive impact

fees credits for contributions provided by a government entity including, but not limited to, a Community Development District.

- j. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Impact Fees, or, if levied, to levy them for any certain amount.
- k. Any notices or reports required by this Agreement shall be sent to the following:

For the County: County Administrator  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

With a copy to: County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084

For White's Ford: John G. Metcalf  
White's Ford Timber, LLC  
111 Nature Walk Parkway, Suite 104  
St. Augustine, Florida 32092

With a copy to: Ellen Avery-Smith, Esq.  
Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086

**[SIGNATURES TO FOLLOW]**

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date set forth above.

Witnesses:

**WHITE'S FORD:**

Signed, sealed and delivered in the presence of:

WHITE FORD'S TIMBER, LLC, a Florida limited liability company

Print Name: \_\_\_\_\_

By: Hutson Management Inc., a Florida corporation, its Manager

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: John G. Metcalf

Title: Vice President

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by John G. Metcalf, as Vice President of Hutson Management, Inc., a Florida corporation, as Manager of White's Ford Timber, LLC, a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of \_\_\_\_\_ at Large

Commission #

My Commission Expires:

Personally Known

or Produced I.D.

[check one of the above]

Type of Identification Produced

\_\_\_\_\_

Witnesses:

ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida, on behalf of the County. He has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of \_\_\_\_\_ at Large

Commission #

My Commission Expires:

Personally Known

or Produced I.D.

[check one of the above]

Type of Identification Produced  
\_\_\_\_\_



**Exhibit "A"**

**Legal Description**

**County Road 16-A Park Parcel**

A portion of Section 34, Township 5 South, Range 27 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 4262, Page 788, of the Public Records of said County, being more particularly described as follows:

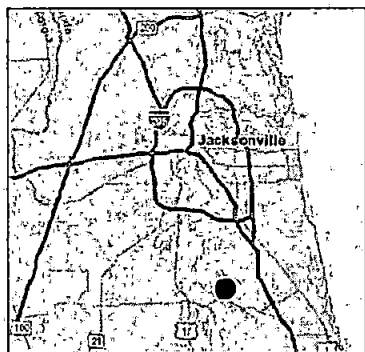
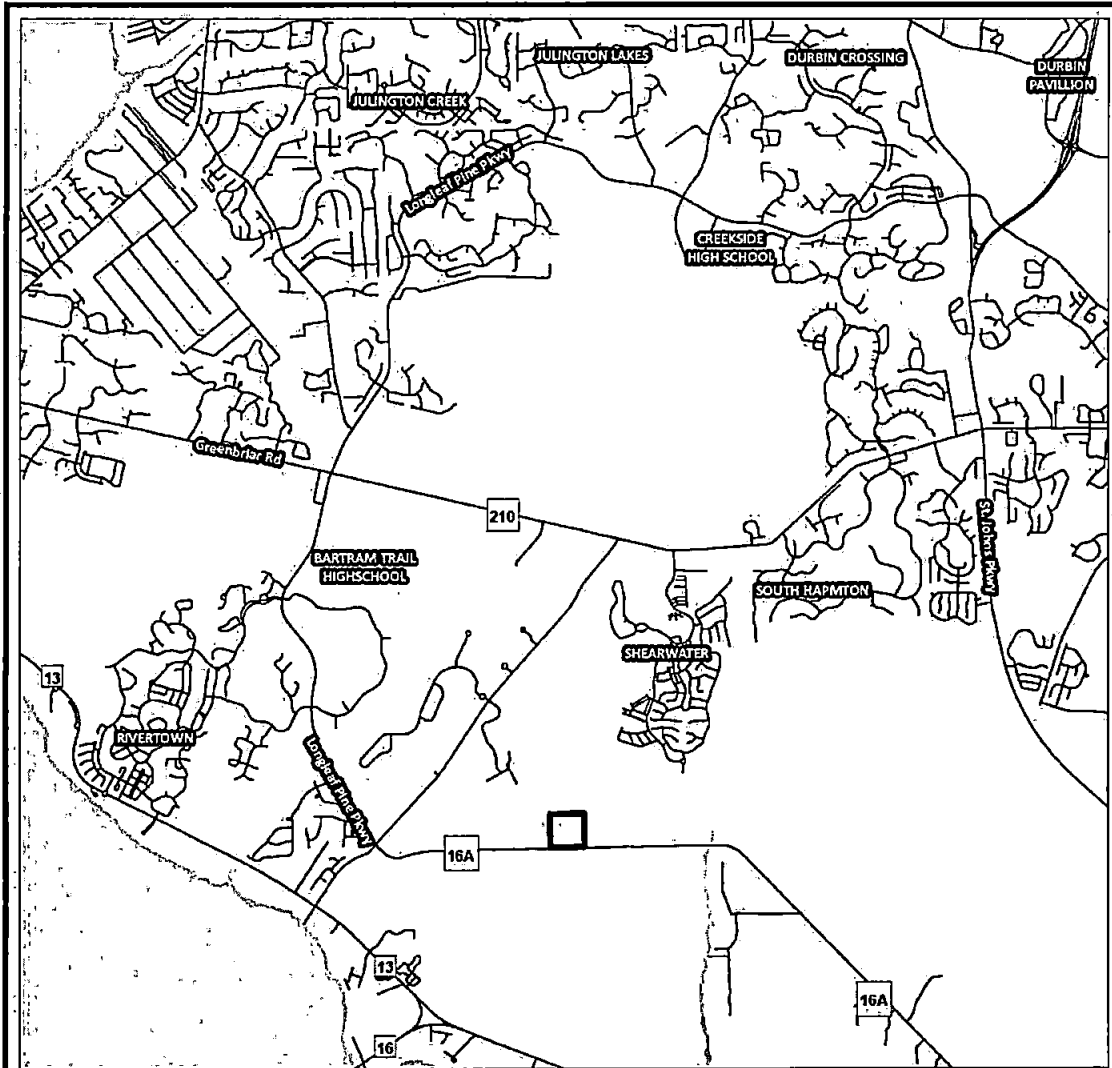
For a Point of Reference, commence at the Southwest corner of said Section 34; thence North  $01^{\circ}18'21''$  West, along the Westerly line of said Section 34, a distance of 40.00 feet to a point lying on the Northerly right of way line of County Road 16-A, an 80 foot right of way as presently established and the Point of Beginning.

From said Point of Beginning, thence continue North  $01^{\circ}18'21''$  West, departing said Northerly right of way line of County Road 16-A, along the Easterly line of those lands described and recorded in Official Records Book 642, Page 31, said Public Records, and its Northerly projection, said line also being the Westerly line of said Section 34, a distance of 1295.39 feet to a point lying on the Northerly line of said lands described and recorded in Official Records Book 4262, Page 788; thence North  $88^{\circ}33'54''$  East, along said Northerly line, 1341.80 feet; thence South  $01^{\circ}08'31''$  East, along the Easterly line of said lands described and recorded in Official Records Book 4262, Page 788, a distance of 1302.89 feet to a point lying on said Northerly right of way line of County Road 16-A; thence South  $88^{\circ}53'08''$  West, along said Northerly right of way line, 1338.08 feet to the Point of Beginning.

Containing 39.96 acres, more or less.

# Exhibit "B"

## Site Location Map



**CR 16A Park Parcel**

**Location**

SUBJECT PROPERTY



**ETM** England, Thim, & Miller, Inc.  
 VISION • EXPERIENCE • RESULTS  
 14775 Old St. Augustine Road Jacksonville, FL 32258  
 904-842-8990 • Fax: 904-646-9485 • www.etmnc.com  
 M:\GIS\_Cres\_Vardon\Brad\Weber\Park Parcel\A\TXD\location.mxd

Exhibit "C"

Summary of Park Site Appraisal

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

<b>OWNER OF RECORD</b>	Trout Creek Venture, LLC
<b>LOCATION</b>	Located along the north side of County Road 16A, east of its intersection with County Road 210, St. Johns County, Florida 32092
<b>DATE OF VALUE ESTIMATE</b>	April 26, 2019
<b>LAND AREA</b>	40+ Gross Acres
<b>FUTURE LAND USE</b>	Rural/Silviculture (R/S)
<b>ZONING</b>	Open Rural (OR)
<b>HIGHEST AND BEST USE</b>	Future residential development
<b>APPRAISAL OBJECTIVE</b>	Estimate the market value of the fee simple interest of the subject property as of April 26, 2019
<b>COMPENSATION DUE OWNER</b>	\$ 1,800,000

**Exhibit "D"**

**Sample Park Impact Fee Voucher**

**Voucher #** \_\_\_\_\_

**ST. JOHNS COUNTY PARK IMPACT FEE VOUCHER**

**(SilverLeaf DRI/PUD)  
(Grande Creek PUD)**

Name and address of Grantor: White's Ford Timber, LLC

Name and address of Grantee: \_\_\_\_\_

Legal description of subject property: \_\_\_\_\_

Subdivision or Master Development Plan name: SilverLeaf DRI/PUD  
Grande Creek PUD

The undersigned Grantor confirms that it has received from \_\_\_\_\_ on \_\_\_\_\_, 2019 funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below.

White's Ford/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Park Impact Fee Credit account of the Grantor.

Park Impact Fees, Ordinance #87-58, in the amount of \$ \_\_\_\_\_

**Grantor:**

White's Ford Timber, LLC, a Florida limited liability company

By: Hutson Management, Inc., a Florida corporation, its Manager,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_