

RESOLUTION NO. 2020- 83

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE CONSENT AMENDMENT TO SILVERLEAF DRI SCHOOL PROPORTIONATE SHARE PAYMENT AND SCHOOL SITING AGREEMENT.

RECITALS

WHEREAS, St. Johns County, White's Ford Timber, LLC, and the St. Johns County School Board (the "Parties") entered into the Agreement on June 11, 2019, to set forth the terms and conditions of school facility impact mitigation ("Proportionate Share Mitigation") for the SilverLeaf Development of Regional Impact ("SilverLeaf DRI"), as most recently amended by County Resolution 2019-165. The Agreement was recorded at Official Records Book 4741, page 1211, public records of St. Johns County, Florida;

WHEREAS, The Agreement confirmed Proportionate Share Mitigation due for the SilverLeaf DRI in the amount of \$98,487,818.50, based on: \$80,578,339, in Proportionate Share Mitigation Payments as defined in Recital D. of the Agreement as incorporated in Section 1. of the Agreement, with School Sites as defined in Recital E. of the Agreement as incorporated in Section 1., of the Agreement totaling a mitigation value of an additional \$17,909,479, for a total Proportionate Share Mitigation of \$98,487,818.50;

WHEREAS, The Agreement at Section 4.(a) allocated the Proportionate Share Mitigation Payments among 10,700 non-age restricted residential units, at a proportionate share per residential unit of \$7,531;

WHEREAS, The Parties agreed that the Payment Determination as defined in Section 7.(a)(iii) of the Agreement would "be added to the Proportionate Share Mitigation and the per-unit payment in Section [4.(a)] "above [would] be adjusted accordingly by consent amendment to this Agreement ...";

WHEREAS, The Payment Determination totaled \$2,786,125, which adjusts the total Proportionate Share Mitigation to \$101,273,943, the total Proportionate Share Mitigation Payments due to \$83,364,464, and the per unit payment for the 10,700 non-age restricted residential units to \$7,791.

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 finds of fact.

Section 2. The Board of County Commissioners hereby approves the Chair or the County Administrator, or both, to approve and execute the terms, conditions, provisions, and requirements

of the Consent Amendment to Silverleaf DRI School Proportionate Share Payment and School Siting Agreement substantially in the form attached hereto and incorporated herein by reference.

Section 3. Upon execution by all parties, the Clerk is instructed to record the Amendment in the official records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/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 3rd day of March, 2020.

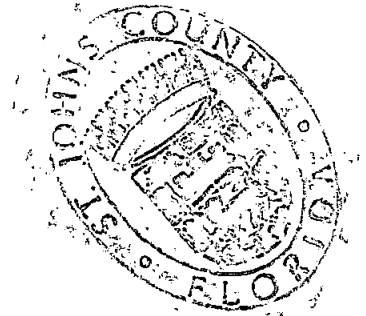
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: Jeb S. Smith
Jeb. S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: Pam Halterman
Deputy Clerk

Rendition Date: 3/5/20



**CONSENT AMENDMENT TO
SILVERLEAF DRI SCHOOL PROPORTIONATE SHARE
PAYMENT AND SCHOOL SITING AGREEMENT**

This CONSENT AMENDMENT (“AMENDMENT”) TO SILVERLEAF DRI SCHOOL PROPORTIONATE SHARE PAYMENT AND SCHOOL SITING AGREEMENT (“AGREEMENT”) is made this 11th day of February, 2020, by and among White’s Ford Timber, LLC, a Florida limited liability company, whose address is 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32082 (“White’s Ford”); the School Board of St. Johns County, Florida, whose mailing address is 40 Orange Street, St. Augustine, Florida 32084 (the “School Board”); and St. Johns County, Florida, whose mailing address is 500 San Sebastian View, St. Augustine, Florida 32084 (the “County”) (collectively, the “Parties”).

RECITALS

A. The Parties entered into the Agreement on June 11, 2019, to set forth the terms and conditions of school facility impact mitigation (“Proportionate Share Mitigation”) for the SilverLeaf Development of Regional Impact (“SilverLeaf DRI”), as most recently amended by County Resolution 2019-165. The Agreement was recorded at Official Records Book 4741, page 1211, public records of St. Johns County, Florida.

B. The Agreement confirmed Proportionate Share Mitigation due for the SilverLeaf DRI in the amount of \$98,487,818.50, based on: \$80,578,339, in Proportionate Share Mitigation Payments as defined in Recital D. of the Agreement as incorporated in Section 1. of the Agreement, with School Sites as defined in Recital E. of the Agreement as incorporated in Section 1., of the Agreement totaling a mitigation value of an additional \$17,909,479, for a total Proportionate Share Mitigation of \$98,487,818.50.

C. The Agreement at Section 4.(a) allocated the Proportionate Share Mitigation Payments among 10,700 non-age restricted residential units, at a proportionate share per residential unit of \$7,531.

D. The Parties agreed that the Payment Determination as defined in Section 7.(a)(iii) of the Agreement would “be added to the Proportionate Share Mitigation and the per-unit payment in Section [4.(a)] “above [would] be adjusted accordingly by consent amendment to this Agreement”

E. The Payment Determination totaled \$2,786,125, which adjusts the total Proportionate Share Mitigation to \$101,273,943, the total Proportionate Share Mitigation Payments due to \$83,364,464, and the per unit payment for the 10,700 non-age restricted residential units to \$7,791.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree:

1. Recitals. The Recitals above are true and correct and incorporated into this Agreement.

2. Proportionate Share Mitigation Payments. Recital D., as incorporated at Section 1. of the Agreement, and Sections 4.(a) and (b) of the Agreement, are amended by deleting \$7,531 and replacing it with \$7,791.

3. Post Closing Agreement. This Amendment is not intended to, and does not affect the Post Closing Agreement by and among White's Ford, the School Board, and 16A Investments, LLC, dated August 14, 2019, and recorded at Official Records Book 4778, page 425, public records of St. Johns County, Florida.

4. Integration and Binding Effect. The Agreement remains binding and in full effect except as expressly amended in this Amendment.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES FOUND ON FOLLOWING PAGES]

SCHOOL BOARD:

Signed, witnessed, executed and acknowledged on this 11th day of February, 2020.

WITNESS:

Gina Fallica

Gina Fallica
(Please Print)

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

By: *Beverly Slough*

Name: Beverly Slough

Its: Chair

ATTEST:

By: *James Forson*
James Forson,
Superintendent of Schools

SILVERLEAF OWNER:

Signed, witnessed, executed and acknowledged on this 12th day of FEB., 2020.

WITNESS:

WHITE'S FORD TIMBER, LLC

By: Hutson Management, Inc.

Sharon L. Phillips
Sharon L. Phillips

(Please Print)

By: John G. Metcalf
Name: John G. Metcalf

Its: Vice President

Paul Miller

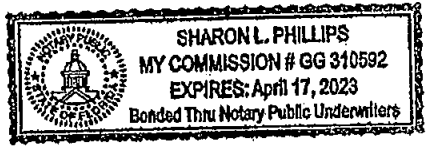
Karen Hansing-Miller
(Please Print)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this 12th day of FEB., 2020 by John G. Metcalf as Vice President of Hutson Management, Inc., the manager of White's Ford Timber, LLC, who is () personally known to me or (X) has produced a valid driver's license as identification.

Sharon L. Phillips
Notary Public Sharon L. Phillips



COUNTY:

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2020.

ST. JOHNS COUNTY, FLORIDA

Hunter S. Conrad,
County Administrator

By: _____
Jeb S. Smith, Chair
Board of County Commissioners

Date: _____

ATTEST:
BRANDON PATTY, CLERK

By: _____
Deputy Clerk

Legal Review By:

County Attorney