

RESOLUTION NO. 2022 - 127

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH DEERPARK INDUSTRIAL VENTURE, LLC 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, DEERPARK INDUSTRIAL VENTURE, LLC** submitted an application to the St. Johns County Economic Development Agency (AGENCY) requesting business incentives be considered to construct two speculative industrial buildings – Building A totaling 291,200 square feet and Building B totaling 131,040 square feet – on the parcels of 1363210111, 1363200000, 1363850000, 1363860000 and 1363210131 within St. Johns County, Florida, to provide available space for new and expanding businesses within St. Johns County, and such square footage of the buildings may fluctuate slightly based on the finalized designs; and

**WHEREAS,** the AGENCY prepared a written report and presented the request to the Board of County Commissioners (BOARD) on October 5, 2021; and

**WHEREAS,** the BOARD approved the incentive request for four (4) years ad valorem taxes on new real property improvements (general county portion) and up to 100% of impact fees and water and sewer connection fees collected by the County, with an incentive value estimated to be \$759,896 for Building A and \$365,920 for Building B; and

**WHEREAS,** the BOARD directed the County Attorney’s office to prepare an Economic Development Grant Agreement for this project; and

**WHEREAS,** the COUNTY has reviewed the terms, provisions, conditions and requirements of the proposed Economic Development Grant Agreement (attached hereto and incorporated herein), and has determined that accepting the terms of the Economic Development Grant Agreement, and executing said Agreement 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 an agreement substantially in the same form as the attached Economic Development Grant Agreement on behalf of the County for the purposes mentioned above.

**SECTION 3. Correction of Errors.**

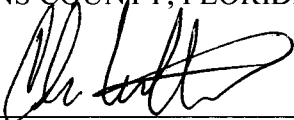
To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**SECTION 4. Effective Date.**

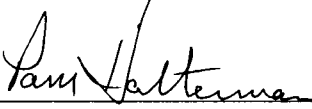
This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of Board of County Commissioners of St. Johns County, Florida, this 19th day of April, 2022.

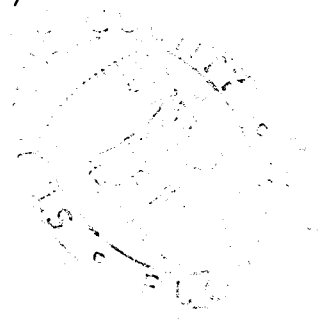
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:   
Christian Whitehurst, Vice-chair

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

By:   
Deputy Clerk

Rendition Date 4/21/22



**ECONOMIC DEVELOPMENT GRANT AGREEMENT  
BETWEEN ST. JOHNS COUNTY, FLORIDA, AND  
DEERPARK INDUSTRIAL VENTURE, LLC**

**THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT** (Agreement) is entered into between **ST. JOHNS COUNTY, FLORIDA** (the County), a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida, 32084 and **Deerpark Industrial Venture, LLC**, a company authorized to do business in the state of Florida, whose primary place of business is located at **818 A1A North, Suite 100, Ponte Vedra Beach, Florida 32082**, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**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 the Florida Statutes, “must be liberally construed in order to effectively carry out the purposes of this section” of the Florida Statutes; and

**WHEREAS**, consistent with Section 125.045, Florida Statutes, St. Johns County, pursuant to Ordinance 2014-30, adopted and implemented a St. Johns County Business Incentive Program, for the purpose of providing economic development grants and other incentives allowed by Florida law for private enterprises which meet the criteria established under the ordinance; and

**WHEREAS**, **Deerpark Industrial Venture, LLC** received a favorable recommendation for award of an Economic Development Grant by the Board of County Commissioners; and

**WHEREAS**, **Deerpark Industrial Venture, LLC** is constructing two speculative industrial buildings – Building A totaling 291,200 square feet and Building B totaling 131,040 square feet – on the parcels of 1363210111, 1363200000, 1363850000, 1363860000 and 1363210131 within St. Johns County, Florida, to provide available space for new and expanding businesses within St. Johns County, and such square footage of the buildings may fluctuate slightly based on the finalized designs; and

**WHEREAS**, in accordance with Ordinance 2014-30, **Deerpark Industrial Venture, LLC** submitted an application to the County for the award of an Economic

Development Grant, seeking incentives to reimburse up to one hundred percent (100%) of impact fees and water and sewer connection fees collected by St. Johns County on shell construction paid on behalf of the project and reimbursement of one hundred percent (100%) of the general county portion of ad valorem taxes on capital improvements for four (4) years associated with the project; and

**WHEREAS**, in accordance with Ordinance 2014-30, the St. Johns County Economic Development Agency (Agency) has reviewed the application and issued a report evaluating the proposed enterprise.

**NOW THEREFORE**, the County and **Deerpark Industrial Venture, LLC** (the Parties), in consideration of the terms set forth below, agree as follows:

**Section 1. Effect of Recitals.**

The Recitals expressed above are incorporated by reference into the body of this agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

**Section 2. Project Details.**

The Project shall be restricted to the specific details contained in **Deerpark Industrial Venture, LLC's** Application for Economic Development Grant, a copy of which is attached to this agreement as Exhibit A, which is incorporated into this agreement by reference.

**Section 3. Duration.**

This agreement shall be effective upon execution by both parties and shall terminate when the County submits the final payment of the County Economic Development Grant to **Deerpark Industrial Venture, LLC**, or on September 30, 2032, whichever occurs first.

**Section 4. Definitions.**

Unless stated otherwise in this agreement, all terms that are defined in Ordinance 2014-30 shall have the same meaning as is set forth therein.

**Section 5. Payment of Fees and Taxes Prior to Claim Submission.**

Prior to any submission of claim by **Deerpark Industrial Venture, LLC** to the County for a County Economic Development Grant payment, **Deerpark Industrial Venture, LLC** shall pay to the County a total amount equal to the general County portion of County ad valorem taxes and applicable impact fees and water and sewer connection fees for the project. It is expressly understood by the Parties that **Deerpark Industrial Venture, LLC** shall pay the total amount of County ad valorem taxes as shown on **Deerpark Industrial Venture, LLC's** tax bill prior to **Deerpark Industrial Venture,**

LLC applying for, or receiving, any County Economic Development Grant payment in any eligible County Fiscal Year.

**Section 6. Authority of the Board to Review Records.**

(a) The Agency reserves the right to review the applicable financial records of **Deerpark Industrial Venture, LLC** relating to the capital investment contemplated under this agreement in order to determine the degree of **Deerpark Industrial Venture, LLC's** compliance with this agreement, as well as **Deerpark Industrial Venture, LLC's** compliance with the applicable provisions of Ordinance 2014-30, as may be amended from time to time.

(b) The Agency shall maintain such financial records, data, information, correspondence and documents as confidential to the full extent permitted under Chapter 119, Florida Statutes consistent with the request of **Deerpark Industrial Venture, LLC** for such purpose.

**Section 7. Timely Filed Claims; Consequences for Failure to File Timely Claims.**

(a) Economic Development Grant payments shall be made pursuant to the requirements set forth in the St. Johns County Business Incentives Ordinance, as may be amended from time to time.

(b) For each fiscal year in which **Deerpark Industrial Venture, LLC** is eligible for an Economic Development Grant payment, **Deerpark Industrial Venture, LLC** shall submit a claim to the County for such payment prior to the end of the fiscal year. Any claim made pursuant to this agreement shall comply with the requirements set forth in Ordinance 2014-30.

(c) If **Deerpark Industrial Venture, LLC** fails to timely submit a claim to the County for an Economic Development Grant payment during any eligible fiscal year, then **Deerpark Industrial Venture, LLC** shall waive its right to such payment for that particular fiscal year. Any such waiver shall not affect **Deerpark Industrial Venture, LLC's** right to seek Economic Development Grant payments in any other fiscal year during the term of this agreement.

(d) Upon written request by **Deerpark Industrial Venture, LLC**, the Board may consider and approve an untimely claim for an Economic Development Grant payment. Such relief shall be granted no more than once during the term of this agreement. Nothing in this subsection shall create any obligation on the part of the Board to approve an untimely claim for an Economic Development Grant payment.

**Section 8. Conditions of Compliance; Consequence for Failure to Comply.**

(a) In order to remain eligible for County Economic Development Grant payments, **Deerpark Industrial Venture, LLC** must abide by and comply with the provisions set

forth in this agreement, any incorporated attachments or exhibits, any amendment to this agreement and any applicable provisions of Ordinance 2014-30.

(b) Within 30 days of closing on the Property, **Deerpark Industrial Venture, LLC** shall provide the County with the property's new address and, if applicable, parcel number(s). **Deerpark Industrial Venture, LLC** shall complete construction of the project and obtain a Certificate of Completion no later than December 31, 2023.

(c) Should the County determine that **Deerpark Industrial Venture, LLC** has failed to comply with the conditions set forth in Section 8(b) of this agreement, the County shall notify **Deerpark Industrial Venture, LLC** in writing of such non-compliance. **Deerpark Industrial Venture, LLC** shall have 30 days from the date of the County's notification in which to submit to the County a written report that either sufficiently documents **Deerpark Industrial Venture, LLC**'s compliance with the conditions set forth in the County's notification or sufficiently sets forth all corrective action to be taken by **Deerpark Industrial Venture, LLC** in order to come into compliance with the conditions set forth in Section 8(b) above.

(d) If **Deerpark Industrial Venture, LLC** fails to sufficiently establish its compliance with the conditions set forth above within 30 days after notification of non-compliance, or fails to provide a plan to cure approved by the County within such time, then the County may terminate this agreement without further notice to **Deerpark Industrial Venture, LLC**, and the parties shall be released from any further obligations under this agreement.

**Section 9. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.**

(a) By executing this agreement, **Deerpark Industrial Venture, LLC** represents that it has obtained all licenses and other authorizations to do business in the state of Florida and in St. Johns County. **Deerpark Industrial Venture, LLC** acknowledges that obtaining such licenses and authorizations is a condition precedent to receiving any County Economic Development Grant Payment. Failure to maintain such licenses and authorizations shall result in **Deerpark Industrial Venture, LLC** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

(b) By executing this agreement, **Deerpark Industrial Venture, LLC** acknowledges that compliance with all terms of this agreement shall be a condition precedent to **Deerpark Industrial Venture, LLC** receiving any County Economic Development Grant payment. Failure to comply with the terms of this agreement shall result in **Deerpark Industrial Venture, LLC** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

**Section 10. Notice Regarding Grant Payments to Deerpark Industrial Venture, LLC.**

(a) **Deerpark Industrial Venture, LLC acknowledges that the County's payment of grant funds pursuant to this agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board. Pursuant to the requirements of Section 129.07, Florida Statutes, payments made under this agreement shall not exceed the amount appropriated in the County's budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board to appropriate funds for Economic Development Grants during any given fiscal year.**

(b) If Economic Development Grant funds are unavailable in a particular fiscal year, **Deerpark Industrial Venture, LLC** shall not receive additional grant payments in a succeeding fiscal year in order to make up for such unavailability unless the Board authorizes such payment by resolution. If the Board authorizes additional payments pursuant to this subsection, the County and **Deerpark Industrial Venture, LLC** shall execute an amendment to this agreement, which shall incorporate the resolution authorizing the additional payments.

**Section 11. Total Amount of County Economic Development Grant; Re-Calculation of Total Amount Permitted.**

(a) **Deerpark Industrial Venture, LLC** shall be eligible to receive grant payments under this agreement for Building A in the following fiscal years:

- |          |          |
|----------|----------|
| (1) 2025 | (5) 2029 |
| (2) 2026 | (6) 2030 |
| (3) 2027 | (7) 2031 |
| (4) 2028 | (8) 2032 |

**Deerpark Industrial Venture, LLC** shall be eligible to receive grant payments under this agreement for Building B in the following fiscal years:

- |          |          |
|----------|----------|
| (1) 2025 | (5) 2029 |
| (2) 2026 | (6) 2030 |
| (3) 2027 | (7) 2031 |
| (4) 2028 |          |

(b) Subject to the provisions of Ordinance 2014-30, the Business Incentive Program, and this agreement, the average grant payment to be paid in each fiscal year for Building A is approximately \$108,199 and for Building B is approximately \$54,681. An economic development grant calculation sheet is attached to this agreement as Exhibit B and is incorporated into this agreement by reference.

(c) Notwithstanding the provisions of subsection (b) above, **Deerpark Industrial Venture, LLC's** eligibility for Economic Development Grant payments shall be calculated

based on the standards set forth in Ordinance 2014-30, and Business Incentive Program guidelines. Grant payments are tied to **Deerpark Industrial Venture, LLC's** ad valorem property tax assessments for the project and may fluctuate from year to year depending on **Deerpark Industrial Venture, LLC's** property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to **Deerpark Industrial Venture, LLC** under this agreement is \$759,896 for Building A and \$365,920 for Building B. However, nothing in this subsection shall entitle **Deerpark Industrial Venture, LLC** to receive the maximum amount of funds if **Deerpark Industrial Venture, LLC** would not be otherwise entitled to the funds according to **Deerpark Industrial Venture, LLC's** grant calculation.

## **Section 12. Notices.**

All official notices to the County shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

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

Any official notice sent to the County shall be copied to the Office of County Attorney:

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

All official notices to **Deerpark Industrial Venture, LLC** shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

David Burch  
Deerpark Industrial Venture, LLC  
818 A1A North, Suite 100  
Ponte Vedra Beach, FL 32082

## **Section 13. Timeframe for Deerpark Industrial Venture, LLC's Approval, Acceptance and Execution of this Agreement; Consequences for Failure to Comply.**

(a) Upon approval of this agreement by the Board, the County Administrator shall execute two copies of the agreement and forward both copies to **Deerpark Industrial Venture, LLC**. **Deerpark Industrial Venture, LLC** shall execute both copies and shall return one copy to the County, retaining the second copy for its records, within 30 days of the County Administrator's execution of the agreement.



(b) If **Deerpark Industrial Venture, LLC** fails to timely execute and deliver a copy of this agreement to the County within 30 days of the County Administrator's execution of the agreement, and fails to apply to the County for an extension of time, the Board's approval of this agreement shall be automatically terminated and this agreement shall be rendered void.

(c) If **Deerpark Industrial Venture, LLC** is unable to return an executed copy of this agreement to the County within 30 days of the County Administrator's execution of the agreement, **Deerpark Industrial Venture, LLC** may apply to the Agency for a single extension not to exceed 30 days.

#### **Section 14. Amendments to this Agreement.**

Both the County and **Deerpark Industrial Venture, LLC** acknowledge that this agreement constitutes the complete agreement and understanding of the parties. Except as otherwise provided in this agreement, any amendment to this agreement shall be in writing and shall be executed by duly authorized representatives of both the County and **Deerpark Industrial Venture, LLC**.

#### **Section 15. Termination.**

(a) This agreement may be terminated as provided in Section 8 of this document.

(b) The County may terminate this agreement if **Deerpark Industrial Venture, LLC** fails to comply with the terms of this agreement or the requirements of Ordinance 2014-30.

(c) Notice of termination of this agreement by either party shall be in writing and shall be delivered as provided in Section 12 of this agreement.

#### **Section 16. Assignment.**

**Deerpark Industrial Venture, LLC** may not assign or otherwise transfer its rights and duties under this agreement without the prior written consent of the St. Johns County Economic Development Agency, which consent may be withheld in the sole discretion of the St. Johns County Economic Development Agency. Should **Deerpark Industrial Venture, LLC** assign or otherwise transfer its rights and duties under this agreement for both Building A and Building B without the prior written consent of the St. Johns County Economic Development Agency, then this agreement shall be automatically terminated. Should **Deerpark Industrial Venture, LLC** assign or otherwise transfer its rights and duties under this agreement for one of the two buildings without the prior written consent of the St. Johns County Economic Development Agency, then **Deerpark Industrial Venture, LLC** would not be eligible to receive incentive payments for the transferred building but would continue to be eligible to receive incentive payments for the remaining building. If the St. Johns County Economic Development Agency provides written consent for the reassignment of this agreement, then the new purchaser or

Company, as applicable, will be required to execute and deliver a document reasonably acceptable to the St. Johns County Economic Development Agency in which the purchaser or the Company, as applicable, commits to fully perform the Company's obligations under this agreement. Nothing in this section shall prevent **Deerpark Industrial Venture, LLC** from assigning or otherwise transferring its rights and duties under this agreement to an affiliate, subsidiary, or parent company of **Deerpark Industrial Venture, LLC**.

**Section 17. Public Records.**

**Deerpark Industrial Venture, LLC** acknowledges that the County is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This agreement, and all documents associated with this agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the County shall not disclose any information that is required to be kept confidential pursuant to Section 288.075, Florida Statutes, or any other provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

**Section 18. Captions.**

The captions and headings in this agreement are for convenience only and do not define, limit, or describe the scope or intent of any part of this agreement.

**Section 19. Severability.**

If any part or application of this agreement is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part or application shall be severable and the remainder of the agreement shall remain in full force and effect.

**Section 20. Authority to Execute.**

Each party covenants that it has the lawful authority to enter into this agreement and has authorized the execution of this agreement by the signatories below.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

By: \_\_\_\_\_  
Hunter S. Conrad,  
County Administrator

**ATTEST: BRANDON J. PATTY, CLERK  
OF THE CIRCUIT COURT & COMPTROLLER**

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

**COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS:**

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

EXHIBIT A  
APPLICATION



**St. Johns County  
Economic Development  
Business Incentive Program  
Grant Application**

Applicant's Name:

Federal Employer Identification Number:

State Sales Tax Registration Number:

Current Company Headquarters:

Address   
 City  State  Zip Code

Primary Contact Person:

Primary Contact Person Title:

Address   
 City  State  Zip Code

Business Phone Number  Fax Number

Cell Number  E-mail

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

If the 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 is engaged in:

Industrial real estate development and investment. 50-200 full time warehouse jobs, averaging \$15/hr. 10-20 management-level employees at much higher wages.

Type of Facility Development:  new  expansion  speculative

If speculative space, what is the intended use: Two multi-tenant distribution centers

Will the company purchase or lease existing space?  Yes  No

Estimated Square Footage of Facility Under Roof H/C: 422,240

Date construction is projected to begin: 12/30/2022

Date facility will be complete and operational: 12/30/2023

Is the property zoned to accommodate proposed use?  Yes  No

If not, what zoning change is required? OR to PUD

Number of new full time employees: TBD

Total number of existing full time employees: n/a

6-digit NAICS Code for primary activities of the project: 493110

Will the applicant be applying for other local, State, or Federal grants and/or incentives? If so, please define:

No.

An explanation of the type of employment proposed and the average annual pay rate (please provide a list of positions and the wage rate for each position):

Capital Investment Values:

Real Property (Land) \$3,085,020

Real Property (Building) \$35,000,000

Other taxable improvements

Tangible assets (Equipment)

**Description of the proposed project explaining the desire to expand, locate or build within St. Johns County and economic benefits the project would provide to the community. Please provide 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:**

The Project consists of two front load warehouse buildings, one 291,200 SF ("Building A") and the other 131,040 SF ("Building B"). "Deerpark" is a 35-acre industrial/logistic park projected to accommodate 425,888 total SF. The project has direct access to a full-service interstate exchange, exit #311 on I-95. Location will allow the tenant to service the rising population in St. Johns County, as well as the already established St. Augustine market. InLight is targeting a January 1, 2022 funding date. All site work and due diligence plans to be completed at closing date. Scheduled to break ground January 30, 2022 and projected completion date is March 30, 2023.

An Economic Development Grant provided by St. Johns County will allow us the opportunity to develop a Class A industrial warehousing/logistics park. The development will create space for two to five high credit tenants to expand their operations to the regional area. In turn this will create additional jobs and a boon to the local economy.

**Submit a Site Plan:**

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

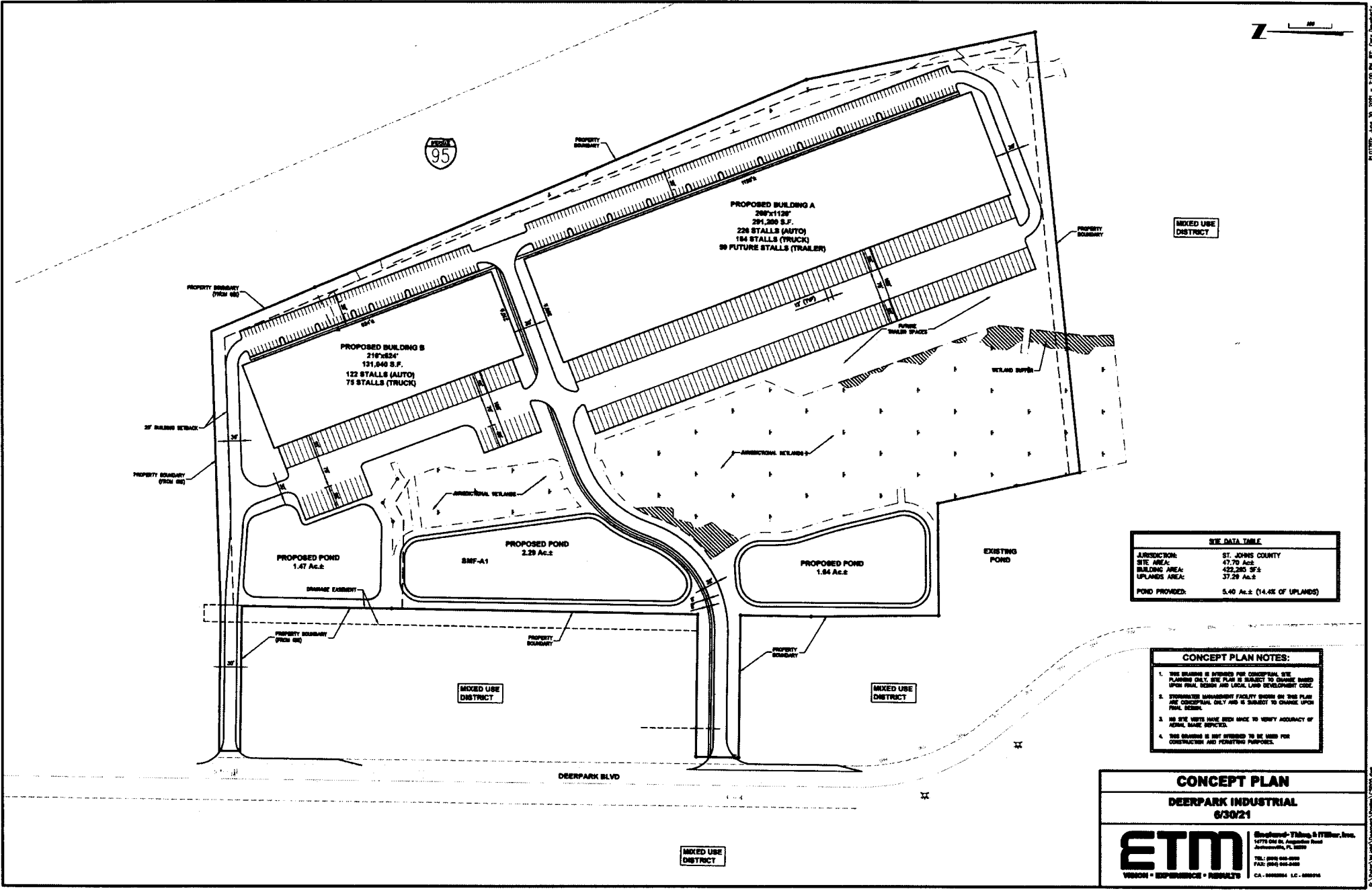
By signing this document, I certify that I am authorized to submit an application on behalf of the company.



Applicant Signature and Title

8-23-2021

Date



SITE DATA TABLE	
JURISDICTION:	ST. JOHNS COUNTY
SITE AREA:	47.73 AC.±
BUILDING AREA:	422,285 SF±
UPLANDS AREA:	37.29 AC.±
POND PROVIDED:	5.40 AC.± (14.4% OF UPLANDS)

- CONCEPT PLAN NOTES:**
- THIS DRAWING IS INTENDED FOR CONCEPTUAL SITE PLANNING ONLY. THE PLAN IS SUBJECT TO CHANGE BASED UPON FINAL DESIGN AND LOCAL LAND DEVELOPMENT CODE.
  - WATER TREATMENT FACILITY DESIGN ON THIS PLAN ARE CONCEPTUAL ONLY AND IS SUBJECT TO CHANGE UPON FINAL DESIGN.
  - NO SITE VISITS HAVE BEEN MADE TO VERIFY ACCURACY OF AERIAL IMAGE SOURCES.
  - THIS DRAWING IS NOT INTENDED TO BE USED FOR CONSTRUCTION AND PERMITTING PURPOSES.

**CONCEPT PLAN**  
**DEERPARK INDUSTRIAL**  
**8/30/21**

**ETM** Engineering, Planning & Construction, Inc.  
14775 Oak St. Augustine Road  
Jacksonville, FL 32218  
TEL: 904-833-2222  
FAX: 904-833-2222  
CA - 800824 LC - 800824

VISION • EXPERIENCE • RESULTS



**EXHIBIT B**

**COUNTY ECONOMIC DEVELOPMENT GRANT CALCULATION**

**ESTIMATE OF ECONOMIC DEVELOPMENT  
GRANT CALCULATION  
DEERPARK INDUSTRIAL VENTURE, LLC**

Calculations based on County Ordinance 2014-30 and millage rates effective on October 1, 2020

**Category: Speculative Space**

**POINTS AWARDED**

**BUILDING A**

Facility Size:	291,200 sq. ft.	4
Facility Type:	Industrial	2
<b>Total Points</b>		<b>6</b>

**BUILDING B**

Facility Size:	131,040 sq. ft.	4
Facility Type:	Industrial	2
<b>Total Points</b>		<b>6</b>

The applicant scored 6 points for each building under the speculative space category. Therefore, this project is eligible for an Economic Development Grant equal to 100% of impact and water/sewer connection fees paid to the county and four (4) years Ad Valorem tax (general county portion) on capital improvements for each building.

**AD VALOREM TAX (GENERAL COUNTY PORTION)**

**BUILDING A**

Total Value of Capital Improvements	23,250,000
Multiplied by County Millage Rate	0.46537%
Annual Ad Valorem Tax (general county portion)	108,199
Multiplied by # Eligible Years	4
<b>Ad Valorem Tax (General County Portion) Estimate for Building A =</b>	<b>432,794</b>

**BUILDING B**

Total Value of Capital Improvements	11,750,000
Multiplied by County Millage Rate	0.46537%
Annual Ad Valorem Tax (general county portion)	54,681
Multiplied by # Eligible Years	4
<b>Ad Valorem Tax (General County Portion) Estimate for Building B =</b>	<b>218,724</b>

**IMPACT FEES**

**BUILDING A**

Total Square Footage	291,200
Impact Fee Category: Warehousing (includes buy down % to promote Economic Development)	291,200 (\$722 per 1,000 sq. ft.)
<b>Impact Fee Estimate (100%) for Building A =</b>	<b>210,246</b>

**BUILDING B**

Total Square Footage	131,040
Impact Fee Category: Warehousing (includes buy down % to promote Economic Development)	131,040 (\$722 per 1,000 sq. ft.)
<b>Impact Fee Estimate (100%) for Building B =</b>	<b>94,611</b>

**WATER/SEWER UNIT CONNECTION FEES**

**BUILDING A**

<b>Water/Sewer Total Unit Connection Fees Estimate (100%) for Building A =</b>	<b>116,856</b>
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**BUILDING B**

<b>Water/Sewer Total Unit Connection Fees Estimate (100%) for Building B =</b>	<b>52,585</b>
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**TOTAL ESTIMATED INCENTIVE**

<b>BUILDING A</b>	759,896
<b>BUILDING B</b>	365,920
<b>TOTAL</b>	<b>1,125,816</b>

Payout will begin when capital improvements are recognized on the tax roll. Annual installments will not exceed the annual general county portion of the ad valorem tax paid each year.

**PAYOUT SCHEDULE**

**BUILDING A**

<b>Total Maximum Possible Incentive:</b>	<b>759,896</b>
<b>Payout will consist of estimated annual installments of:</b>	<b>108,199</b>

**BUILDING B**

<b>Total Maximum Possible Incentive:</b>	<b>365,920</b>
<b>Payout will consist of estimated annual installments of:</b>	<b>54,681</b>

\*The annual payment is based on the general county portion of the ad valorem taxes paid each year, which could fluctuate with increasing property values. The total payout will not exceed the total incentive granted.