

RESOLUTION NO. 2022-281

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA CONSENTING TO REFINANCING BY NOPETRO OF ITS LEASEHOLD MORTGAGE; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CONSENT TO REFINANCING; PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, St. Johns County (“County”) and Nopetro-St. Johns County, LLC (“Nopetro”) entered into that certain Lease and Development Agreement, dated March 11, 2015, as amended (“Lease Agreement”), and that certain CNG Vehicle Fuel Purchase Agreement, dated March 11, 2015, as amended (“Fuel Purchase Agreement”), for the construction and operation of a compressed natural gas fueling station by Nopetro to, among other things, fuel vehicles owned, leased and/or operated by the County (the “Project”); and

**WHEREAS**, pursuant to section 14.3 of the Lease Agreement, the County, as Lessor, agreed that Nopetro may refinance all or a portion of the cost to develop, construct, operate, maintain, repair, alter the station and pledge a security interest in the Lease Agreement and leasehold estate created therein and the County agreed to provide its written consent to such refinancing to the financing party; and

**WHEREAS**, Nopetro is refinancing the Project under certain Loan Agreements by and between Nopetro and Hancock Whitney Bank; and

**WHEREAS**, under the Loan Agreements, Nopetro is required to grant Hancock Whitney a leasehold mortgage in the leasehold estate created under the Lease Agreement as security for Nopetro’s obligations under the loans pursuant to a certain Leasehold Mortgage; and

**WHEREAS**, the County consents to Nopetro’s refinancing and the execution of necessary documents to effectuate the County’s obligation related to refinancing under the Lease Agreement (a copy of the Consent to Refinancing, Affidavit, and Memorandum of Lease are attached hereto and incorporated herein).

**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 into the body of this resolution and such recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby consents to Nopetro's mortgage, pledge and grant of a security interest in the Lease Agreement and the leasehold estate created therein pursuant to the Leasehold Mortgage.

**Section 3.** The Board of County Commissioners authorizes the County Administrator, or designee, to execute the Consent to Refinancing, Affidavit, and Memorandum of Lease.

**Section 4.** This resolution shall be effective upon its adoption by the Board.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 2 day of August, 2022.

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

By: Henry Dear  
Henry Dear, Chair

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

By: Ken Halterman  
Deputy Clerk



Rendition Date 8/4/22

## CONSENT TO REFINANCING

St. Johns County (“County”) and Nopetro-St. Johns County, LLC (“Nopetro”) entered into that certain Lease and Development Agreement, dated March 11, 2015, as amended (“Lease Agreement”), and that certain CNG Vehicle Fuel Purchase Agreement, dated March 11, 2015, as amended (“Fuel Purchase Agreement”), for the construction and operation of a compressed natural gas fueling station by Nopetro to, among other things, fuel vehicles owned, leased and/or operated by the County (the “Project”).

Nopetro is refinancing the Project with the proceeds of three (3) loans from Hancock Whitney Bank (“Hancock Whitney”) under certain *Loan Agreements* (“Agreements”) by and between Nopetro and Hancock Whitney. Under the Agreements Nopetro is required to grant Hancock Whitney a leasehold mortgage in the leasehold estate created under the Lease Agreement as security for Nopetro’s obligations under the loans pursuant to a certain *Leasehold Mortgage, Assignment, and Security Agreement* to be executed by Nopetro in favor of Hancock Whitney (“Leasehold Mortgage”).

The County hereby acknowledges and consents to the following:

Pursuant to section 14.3, inclusive of sub-paragraphs (a) through (k), of the Lease Agreement, the County hereby consents to Nopetro’s mortgage, pledge and grant of a security interest in the Lease Agreement and the leasehold estate created therein pursuant to the Leasehold Mortgage.

The Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of the Lease Agreement nor shall Hancock Whitney be deemed an assignee or transferee of the Lease Agreement so as to require Hancock Whitney to assume the performance of any of the terms, covenants, or conditions on the part of Nopetro to be performed under the Lease.

The undersigned represents and warrants that such individual has the full power and authority to execute this Consent on behalf of the County and to bind the County to the terms and conditions hereof.

SIGNATURE ON THE FOLLOWING PAGE

St. Johns County, Florida, a political subdivision of the  
State of Florida

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

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

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

STATE OF FLORIDA,  
COUNTY OF ST. JOHNS.

The foregoing was acknowledged before me by means of [ ] physical presence or  
[ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by  
\_\_\_\_\_ as \_\_\_\_\_ of St. Johns County,  
Florida, a political subdivision of the State of Florida, and on behalf of St. Johns County, Florida,  
a political subdivision of the State of Florida. He/she [ ] is personally known to me; or  
[ ] has produced as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name:

My Commission Expires:

**AFFIDAVIT**

Before me, the undersigned, a Notary Public in and for St. Johns County, State of Florida, personally appeared \_\_\_\_\_, who being by me first duly sworn, deposes and says:

1. I am the \_\_\_\_\_ of St. Johns County, Florida, a political subdivision of the State of Florida (the "County").
2. The County is the owner of that certain parcel of real property described in Exhibit "A" attached hereto (the "Real Property").
3. The County has leased the Real Property to Nopetro-St. Johns County, LLC, a Florida limited liability company ("Lessee") pursuant to that certain Lease and Development Agreement dated as of March 11, 2015 by and between the County and Lessee ("Lease and Development Agreement").
4. There has been no default in the payment of rent under the Lease and Development Agreement.
5. There are no defaults under any other covenants of the Lease and Development Agreement to be performed by the Lessee.
6. There are no charges which the County claims to be additional liens upon the Real Property.
7. The Lease and Development Agreement is in full force and effect and that there are no amendments thereto.

FURTHER AFFIANT SAYETH NOT:

Dated: \_\_\_\_\_, 2022

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

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

Name:

Title:

STATE OF FLORIDA        }  
                                      } SS.  
COUNTY OF ST. JOHNS    }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of St. Johns County, Florida, a political subdivision of the State of Florida, who  is personally known to me or  has produced \_\_\_\_\_ (state) driver's license as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Printed Name)

**EXHIBIT "A"**

**REAL PROPRETY**

A tract of land in Government Lot 3, Section 9, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For the Point of Beginning, start at the intersection of the South right of way line of State Road 16 (a 200 foot right of way as now established) with the East right of way line of Industrial Center Road (a 60 foot right of way as now established); thence South 89°55'47" East, along the said South right of way of State Road 16, a distance of 240.00 feet; thence South 00°04'13" West, along the West line of lands described in Official Records 2467, Page 1170, of the Public Records of St. Johns County, and along its southerly prolongation, a distance of 280.49 feet; thence North 90°00'00" West a distance of 54.80 feet; thence North 00°00'00" East a distance of 40.23 feet; then North 90°00'00" West a distance of 64.26 feet; thence South 00°00'00" East a distance of 25.39 feet; thence North 90°00'00" West a distance of 92.12 feet; thence North 00°00'00" East a distance 36.97 feet; thence North 90°00'00" West a distance of 28.75 feet; thence North 00°04'13" East, along the aforementioned East right way of line of Industrial Center Road, a distance of 228.97 feet to the point of beginning.

Containing 1.42 acres more or less.

RESOLUTION NO: 2014 - 322

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AND DEVELOPMENT AGREEMENT WITH NOPETRO-ST. JOHNS COUNTY, LLC, FOR THE CONSTRUCTION OF A COMPRESSED NATURAL GAS FUELING STATION; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE TO EXECUTE THE LEASE COMMENCEMENT DATE AGREEMENT AND COMMERCIAL OPERATIONS DATE AGREEMENT PROVIDED FOR IN THE LEASE AND DEVELOPMENT AGREEMENT.**

**RECITALS**

**WHEREAS**, the County desires to promote the public-private cooperative development, construction, and operation of a compressed natural gas (CNG) fueling station (the Station) to be developed, constructed, owned and operated by Nopetro-St. Johns County, LLC, (Nopetro) on a portion of the St. Johns County public works facility (the Premises);

**WHEREAS**, the County desires to purchase all of its requirements for CNG in St. Johns County at the Station to fuel vehicles owned, leased or operated by or for the County;

**WHEREAS**, Nopetro was selected by the County through an unsolicited proposal submitted pursuant to Section 287.05712, Florida Statutes, to develop, construct, own, and operate a CNG fueling station on the Premises and to sell and dispense CNG to the County and the public;

**WHEREAS**, the County and Nopetro recognize that the design, construction and operation of the Station by Nopetro will be facilitated by the efficient, cost effective and timely cooperation and coordination by the parties;

**WHEREAS**, the County and Nopetro desire to set forth their respective obligations with respect to performance of activities necessary to coordinate and facilitate installation and construction of the Station by Nopetro; and

**WHEREAS**, the County desires to lease to Nopetro, and Nopetro desires to lease from the County, the Premises for the development, construction, ownership, operation and maintenance of the Station and conduct of business thereon by Nopetro and the sale and dispensing of CNG to the County and the public; and

**WHEREAS**, entering into a Lease and Development Agreement with Nopetro for the construction and operation of the Station will serve a public purpose.



**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

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 County Administrator, or his designee, is hereby authorized to execute an agreement in substantially the same form as the attached CNG Lease and Development Agreement with Nopetro for the purchase of CNG for use in vehicles owned, leased, or operated by the County.


Section 3. Upon confirmation of the lease commencement date and the commercial operations date, as provided in the Lease and Development Agreement, the County Administrator, or his designee, is hereby authorized to execute agreements in substantially the same form as the Lease Commencement Date Agreement and the Commercial Operations Date Agreement which are attached as Exhibits G-1 and G-2, respectively, to the Lease and Development Agreement.

Section 4. 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.

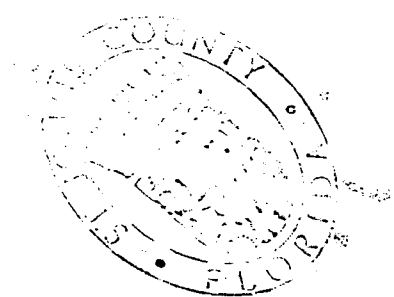
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 4 day of November, 2014.

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

By:   
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk  
By:   
Deputy Clerk

RENDITION DATE 11/14/14



**Recorded, Requested By, and  
When Recorded, Return To:**

Garvin B. Bowden, Attorney  
Gardner, Bist, Bowden, Dee,  
LaVia, Wright, Perry & Harper, P.A.  
1300 Thomaswood Drive  
Tallahassee, FL 32308

**MEMORANDUM OF GROUND LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into as of \_\_\_\_\_, 2022, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Lessor"), whose post office address is 500 Sebastian View, St. Augustine, Florida 32084, Attention: County Administrator, and NOPETRO-ST. JOHNS COUNTY, LLC, a limited liability company organized under the laws of the State of Florida ("Lessee"), whose post office address is 150 S.E. 2<sup>nd</sup> Avenue, Suite PH-1, Miami, FL 33134, Attention: President and Chief Operating Officer.

**Recitals**

This Memorandum is made with respect to the following facts:

A. Pursuant to that certain Lease and Development Agreement dated as of March 11, 2015 by and between Lessor and Lessee (the "Lease"), Lessor has leased to Lessee a parcel of land legally described on Exhibit A attached hereto containing approximately 1.42 acres of area (the "Land"), together with certain improvements to be provided by Lessor and located thereon during the term of the Lease, together with all easements, rights of way, licenses and other appurtenances belonging to, or in any way pertaining to, the Land and such improvements (such Land, improvements, and appurtenances hereinafter sometimes collectively or severally, as the context requires, referred to as the "Leased Premises").

B. Lessor and Lessee now desire to provide evidence of Lessee's leasehold interest in the Leased Premises and to place of record certain terms and conditions of the Lease.

**Memorandum**

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Lease and in this Memorandum, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Demise. Upon the terms and conditions set forth in the Lease, Lessor, on the Lease Commencement Date, will lease to Lessee the Leased Premises to have and to hold for the "Lease Term" (as defined below).

2. Lease Term. The term of the Lease (the "Lease Term") shall commence on the Lease Commencement Date, and shall end on the twenty-fifth (25<sup>th</sup>) anniversary of the Commercial Operations Date, unless Lessee exercises its Contract Extension Option, in which case the Lease shall end on the fiftieth (50<sup>th</sup>) anniversary of the Commercial Operations Date, unless sooner terminated or extended as set forth in the Lease.

3. Other Provisions. In addition to those terms referred to above, the Lease contains numerous other terms, covenants, conditions and provisions which affect the Leased Premises, including but not limited to transfer restrictions, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such other terms, covenants, conditions and provisions. Copies of the Lease are maintained at the offices of the Lessor and Lessee set forth above. The Memorandum does not alter, amend, modify or change the Lease in any respect and it is executed by the parties hereto for the purpose of recordation in the real property records of the county in which the Leased Premises is located to give notice of, and to confirm, the Lease and all of its terms to the same extent as if all such terms were fully set forth herein. The parties hereto hereby ratify and confirm the Lease as if the Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.

4. Construction Lien Notice. The Lease provides, and notice is hereby given pursuant to Section 713.10 of the Florida Statutes, that the Lessee shall not have any authority to create any liens for service, labor or material on Lessor's interest in the Leased Premises and all persons contracting with the Lessee for services, labor or material and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look solely to the Lessee and to the Lessee's interest in the Leased Premises to secure the payment of any bill for work done or material furnished to the real property constituting or any improvements located on the Leased Premises at the request or instruction of Lessee.

5. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Lease.

6. Counterparts. This Memorandum may be executed in one or more counterparts.

**[Continued with signatures and acknowledgements on next page]**

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness to sign above

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

**LESSOR:**

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

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

Name:

Title:

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness to sign above

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

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness to sign above

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

**LESSEE:**

**NOPETRO-ST. JOHNS COUNTY, LLC,**  
a Florida limited liability company

By: NoPetro-CH4 Holdings, LLC, a Florida  
limited liability company  
Its: Authorized Member

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness to sign above

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

By: Jonathan "Jack" Locke  
Its: Manager

[Signatures and acknowledgements continued on next page]

STATE OF FLORIDA        }  
                                      }ss:  
COUNTY OF ST. JOHNS    }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ [Insert name of authorized representative], a/the \_\_\_\_\_ [Insert title of authorized representative] of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida. He/she [CHECK ONE]

\_\_\_\_\_ is personally known to me or

\_\_\_\_\_ has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sign: \_\_\_\_\_

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

(Notarial Stamp or Seal)

STATE OF FLORIDA        }  
                                      }ss:  
COUNTY OF MIAMI-DADE    }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Jonathan “Jack” Locke, as Manager and on behalf of NoPetro-CH4 Holdings, LLC, a Florida limited liability company, as Authorized Member of **NOPETRO-ST. JOHNS COUNTY, LLC**, a Florida limited liability company, and on behalf of such company. He/she [CHECK ONE]

\_\_\_\_\_ is personally known to me or

\_\_\_\_\_ has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sign: \_\_\_\_\_

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

(Notarial Stamp or Seal)

## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

A tract of land in Government Lot 3, Section 9, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For the Point of Beginning, start at the intersection of the South right of way line of State Road 16 (a 200 foot right of way as now established) with the East right of way line of Industrial Center Road (a 60 foot right of way as now established); thence South 89°55'47" East, along the said South right of way of State Road 16, a distance of 240.00 feet; thence South 00°04'13" West, along the West line of lands described in Official Records 2467, Page 1170, of the Public Records of St. Johns County, a distance of 265.27 feet; thence North 89°55'47" West a distance of 43.06 feet; thence North 00°04'13" East a distance of 41.62 feet; thence North 89°55'47" West a distance of 86.00 feet; thence South 00°04'13" West a distance of 42.43 feet; thence North 89°55'47" West a distance of 110.94 feet; thence North 00°04'13" East, along the aforementioned East right of way line of Industrial Center Road, a distance of 20.65 feet; thence South 89°55'47" East a distance of 28.77 feet; thence North 00°04'13" East a distance of 20.00 feet; thence North 89°55'47" West a distance of 28.77 feet; thence North 00°04'13" East, along said East right of way line, a distance of 225.43 feet to the Point of Beginning.