

RESOLUTION NO. 2024-272

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 is the developer ("**Owner**") of certain lands contained within SilverLeaf (the "**Project**") as described and approved in St. Johns County Resolution No. 2006-65, as amended, and Ordinance No. 2006-117, as amended.

WHEREAS, St. Johns County Ordinance Nos. 87-59 ("**Public Capital Facilities Impact Fee Ordinance**"), as has been or may be amended, allow 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 the Owner as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein.

WHEREAS, in accordance with the Public Capital Facilities Impact Fee Ordinance, the Owner is entitled to certain law enforcement, fire/rescue and public buildings impact fee credits for contribution of real property to the County, as identified in Special Condition 27 of the SilverLeaf Development of Regional Impact Development Order, as amended (collectively, 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 dedications identified within the Public Capital Facilities Impact Fee Ordinance which are eligible for law enforcement, fire/rescue and public buildings 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 16th day of July, 2024.

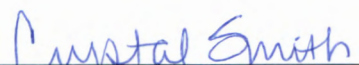
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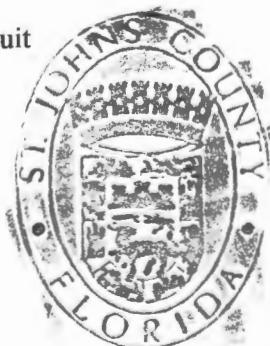
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**


Sarah Arnold, Chair

Attest: Brandon J. Patty, Clerk of the Circuit

Court & Comptroller


Deputy Clerk



IMPACT FEE CREDIT AGREEMENT

(Law Enforcement, Fire/Rescue and Public Buildings Impact Fee Credits)

THIS IMPACT FEE CREDIT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024 by and between the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** (“**County**”), and **WHITE’S FORD TIMBER, LLC**, a Florida limited liability company (the “**Owner**”, which term shall include its successors and assigns).

RECITALS:

A. The Owner 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. 2006-65, as amended (collectively, the “**DRI/DO**”) and the SilverLeaf Planned Unit Development approved under St. Johns County Ordinance No. 2006-117, as amended (collectively, the “**SilverLeaf PUD**”).

B. Under Special Condition 27 of the DRI/DO (“**SC-27**”), the Owner is required to convey to the County a three (3)-acre to five (5)-acre fire/rescue, law enforcement and public building parcel known and identified in the DRI/DO as “Parcel 19”, 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 (the “**Public Safety Parcel**”).

C. The County has requested conveyance of the Public Safety Parcel to the County for its use as fire/rescue, law enforcement and other public services facility in satisfaction of SC-27 of the DRI/DO, and the Owner has agreed.

D. The County’s Public Capital Facilities Impact Fee Ordinance require 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 fire/rescue, law enforcement and public buildings impact fees so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide fire/rescue, law enforcement and public buildings within St. Johns County.

E. Section 12 of St. Johns County Ordinance No. 87-59, as amended (“**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 the Owner (“**Impact Fee Credits**”).

F. The Owner is entitled under the Impact Fee Ordinance and SC-27 of the DRI/DO to receive Impact Fee Credits for law enforcement (the “**Law Enforcement Impact Fee Credits**”), fire/rescue (the “**Fire/Rescue Impact Fee Credits**”) and public buildings (the “**Public Buildings Impact Fee Credits**”) for property dedicated to the County as more particularly identified in SC-27, which will be used by the County for construction of a combined law enforcement, fire/rescue and other public services building (the “**SilverLeaf Public Facilities**”).

Contribution”).

G. The Owner desires to enter into this Agreement to establish the terms upon which the Law Enforcement Impact Fee Credits, Fire/Rescue Impact Fee Credits and Public Buildings Impact Fee Credits will be granted for the SilverLeaf Public Facilities Contribution that is being made at this time or in the future.

H. In accordance with SC-27, the Owner is dedicating the Public Safety Parcel to the County for a fire/rescue, law enforcement and other public services building site that is recognized as meeting the requirements for Law Enforcement Impact Fee Credits, Fire/Rescue Impact Fee Credits and Public Buildings Impact Fee Credits.

I. Pursuant to the terms of the Impact Fee Ordinance, the County and the Owner desire to set forth their agreement and a procedure for the application and treatment of such Law Enforcement Impact Fee Credits, Fire/Rescue Impact Fee Credits and Public Buildings Impact Fee Credits.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are 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 Public Safety Parcel to be dedicated to the County shall be One Million Nine Hundred Fifty Thousand and No/100 Dollars (\$1,950,000.00). A summary of the Public Safety 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 Public Safety Parcel, the County shall establish the following SilverLeaf impact fee credit accounts:
 - a. **“Law Enforcement Impact Fee Credit Account”** in the amount of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00).
 - b. **“Fire/Rescue Impact Fee Credit Account”** in the amount of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00).
 - c. **“Public Buildings Impact Fee Credit Account”** in the amount of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00).
4. From and after the date hereof, so long as there is any balance remaining within the Law Enforcement Impact Fee Credit Account, the Fire/Rescue Impact Fee Credit Account or the Public Buildings Impact Fee Credit Account, all Feepayers applying for building permits or certificates of occupancy in connection with any construction within the DRI shall pay the amount due under the Impact Fee Ordinance directly to the Owner. The Owner shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to the Owner. Then, for so long as the total Law Enforcement Impact

Fee Credits, Fire/Rescue Impact Fee Credits or Public Buildings Impact Fee Credits for which the Owner has issued vouchers under this Agreement is less than the applicable Law Enforcement Impact Fee Credits, Fire/Rescue Impact Fee Credits and Public Buildings Impact Fee Credits authorized by this Agreement, the Owner shall issue to such Feepayer a voucher evidencing full payment of the applicable Law Enforcement Impact Fees, Fire/Rescue Impact Fees and Public Buildings Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy. A voucher issued by the Owner shall contain a statement setting forth the amount of applicable Law Enforcement Impact Fees, Fire/Rescue Impact Fees and Public Buildings Impact Fees paid. Upon presentation of such a voucher by the Feepayer, the County shall issue a receipt to the Feepayer and shall deduct the amount of such voucher from applicable SilverLeaf DRI Law Enforcement Impact Fee Credit Account, Fire/Rescue Impact Fee Credit Account and Public Buildings Impact Fee Credit Account. Forms of such vouchers are attached hereto as **Exhibits "D", "E" and "F"**, respectively.

5. In the event that the Owner determines to sell all or part of the property within the DRI, the Owner may sell, transfer, assign or convey any of its interest in part of the Law Enforcement Impact Fee Credits, Fire/Rescue Impact Fee Credits and Public Buildings Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the DRI boundaries for such consideration as the Owner, in its sole discretion, determines. In such event, the Owner shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting applicable the Law Enforcement Impact Fee Credits, Fire/Rescue Impact Fee Credits or Public Buildings Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Law Enforcement Impact Fee Credits, Fire/Rescue Impact Fee Credits and Public Buildings Impact Fee Credits, if any, shall remain vested in the Owner. The Owner acknowledges that only one Law Enforcement Impact Fee Credit Account, one Fire/Rescue Impact Fee Credit Account and one Public Buildings Impact Fee Credit Account may exist at any given time for the DRI. The Parties agree that no impact fee credit may be used or applied to development outside of the DRI without specific approval of the County, which approval shall not be unreasonably withheld.
6. On or before January 31 of each year, so long as there remain any Law Enforcement Impact Fee Credits, Fire/Rescue Impact Fee Credits or Public Buildings Impact Fee Credits, the Owner shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Law Enforcement Impact Fee, Fire/Rescue Impact Fee and Public Buildings Impact Fee payments made by the Feepayers applying for building permits or certificates of occupancy within the DRI and the remaining balance of Law Enforcement Impact Fee Credits, Fire/Rescue Impact Fee Credits and Public Buildings Impact Fee Credits, as applicable.
7. At such time as the Law Enforcement Impact Fee Credits, Fire/Rescue Impact Fee Credits and Public Buildings Impact Fee Credits provided for hereunder have been exhausted, the Owner or the Feepayer seeking building permits or certificates of

occupancy within the DRI boundaries shall pay the County the applicable Law Enforcement Impact Fees, Fire/Rescue Impact Fees and Public Buildings Impact Fees as are then due and payable under the 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 applicable Law Enforcement Impact Fees, Fire/Rescue Impact Fees and Public Buildings Impact Fees directly to the Owner.

8. 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 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. 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.
- c. All exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.
- d. 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.
- e. 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.
- f. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.
- g. 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.
- h. 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.

- i. 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.
- j. 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 The Owner: White's Ford Timber LLC
Attn: John Metcalf
50 Silver Forest Drive, Suite 200
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:

THE OWNER:

Signed, sealed and delivered in the presence of:

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

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

Print Name: _____

By: _____

Print Name: _____

Date: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 2024, by _____, of Hutson Management, Inc., a Florida corporation, as Manager of Whites Ford Timber, LLC, a Florida limited liability company, on behalf of the company, who is (check one) is personally known to me or has produced a valid driver's license as identification.

Witnesses:

ST. JOHNS COUNTY, FLORIDA

By: _____

Name: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 2024, 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, who is (check one) is personally known to me or has produced a valid driver's license as identification.

Print Name: _____

Notary Public

My Commission Expires: _____

Commission Number: _____

Exhibit "A"

Legal Description

Parcel 19A

A portion of Section 5, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southerly most corner of Hartford, a plat recorded in Map Book 104, pages 24 through 41, of the Public Records of said county; thence North 59°39'10" East, along the Southeasterly line of said Hartford, 413.77 feet; thence South 26°16'58" East, departing said Southeasterly line, 524.93 feet to a point lying on the Northerly line of Conservation Easement 4 (WP 141) as described and recorded in Official Records Book 4304, page 698, of said Public Records; thence South 69°38'54" West, along said Northerly line, 218.20 feet; thence South 68°04'17" West, continuing along said Northerly line and its Westerly prolongation, 196.66 feet to a point lying on the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as presently established; thence Northwesterly, along said Easterly right of way line and along the arc of a non-tangent curve concave Southwesterly having a radius of 2925.00 feet, through a central angle of 08°58'59", an arc length of 458.59 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North 26°14'00" West, 458.12 feet.

Containing 4.58 acres, more or less.

Exhibit "B"

SUBJECT PROPERTY SURVEY

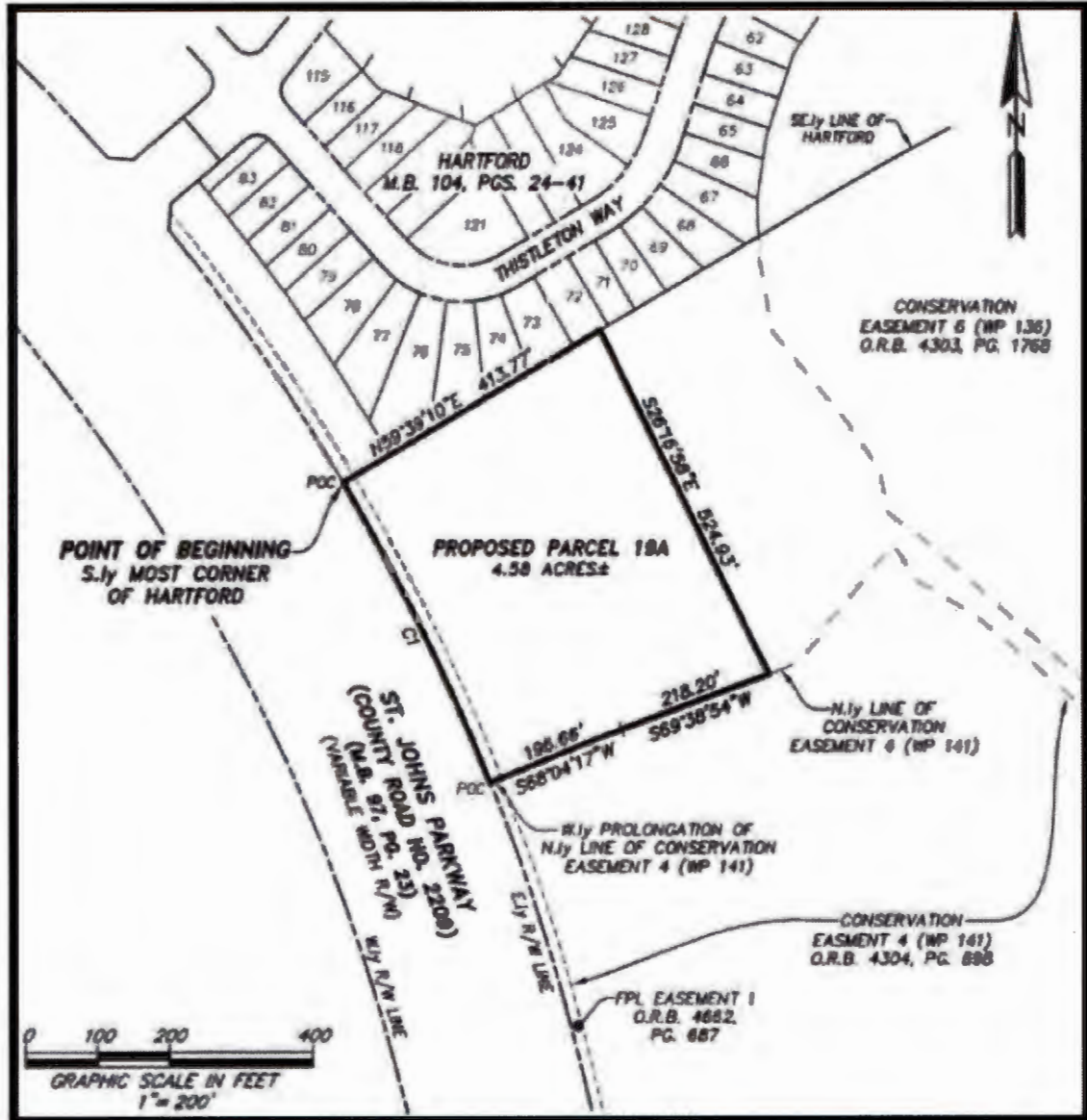


Exhibit "C"

VALUATION & ADVISORY SERVICES



1 Independent Drive, Suite 3000
Jacksonville, FL 32202

T: 904-296-3000
www.cbre.com

May 20, 2024

Ms. Debbie Taylor, Real Estate Manager
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

RE: Appraisal of: 4.58 Acres within Silverleaf
Saint Johns Pkwy
Saint Augustine, St. Johns County, Florida
CBRE, Inc. File No. CB24US035265-1

Dear Ms. Taylor:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject property consists of 4.58 AC and is part of a larger parent tract that contains 272.2 AC in Saint Augustine, St. Johns County, Florida. The property is proposed to be dedicated to St. Johns County for a fire station/EMS site.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple Estate	May 17, 2024	\$1,950,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other

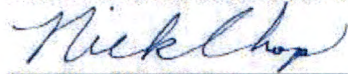
Ms. Debbie Taylor
April 11, 2024
Page 2

use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Nick Chop, MAJ, R/W-AC
Executive Vice President
Cert Gen RZ2660
Phone: (904) 367-2011
Email: nick.chop@cbre.com

Exhibit "D"

Law Enforcement Impact Fee Voucher

Voucher # _____

ST. JOHNS COUNTY LAW ENFORCEMENT IMPACT FEE VOUCHER

(SilverLeaf DRI/PUD)

Name and address of Grantor: Whites's Ford Timber, LLC, a Florida
limited liability company

Name and address of Grantee: _____

Legal description of subject property: _____

Subdivision or Master Development Plan name: SilverLeaf DRI/PUD

The undersigned Grantor confirms that it has received from _____ on _____, 202__
funds sufficient for the following impact fees required under the applicable St. Johns County
Impact Fee Ordinance, as amended, as indicated below.

The Owner/Grantor gives notice to St. Johns County, Florida that the following sums should be
deducted from the applicable Law Enforcement Impact Fee Credit account of the Grantor.

Law Enforcement Impact Fees, Ordinance #87-59 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: _____

Exhibit "E"

Fire/Rescue Impact Fee Voucher

Voucher # _____

ST. JOHNS COUNTY FIRE/RESCUE IMPACT FEE VOUCHER

(SilverLeaf DRI/PUD)

Name and address of Grantor: Whites's Ford Timber, LLC, a Florida
limited liability company

Name and address of Grantee: _____

Legal description of subject property: _____

Subdivision or Master Development Plan name: SilverLeaf DRI/PUD

The undersigned Grantor confirms that it has received from _____ on _____, 202__
funds sufficient for the following impact fees required under the applicable St. Johns County
Impact Fee Ordinance, as amended, as indicated below.

The Owner/Grantor gives notice to St. Johns County, Florida that the following sums should be
deducted from the applicable Fire/Rescue Impact Fee Credit account of the Grantor.

Fire/Rescue Impact Fees, Ordinance #87-59 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: _____

Exhibit "F"

Public Buildings Impact Fee Voucher

Voucher # _____

ST. JOHNS COUNTY PUBLIC BUILDINGS IMPACT FEE VOUCHER

(SilverLeaf DRI/PUD)

Name and address of Grantor: Whites's Ford Timber, LLC, a Florida
limited liability company

Name and address of Grantee: _____

Legal description of subject property: _____

Subdivision or Master Development Plan name: SilverLeaf DRI/PUD

The undersigned Grantor confirms that it has received from _____ on _____, 202__
funds sufficient for the following impact fees required under the applicable St. Johns County
Impact Fee Ordinance, as amended, as indicated below.

The Owner/Grantor gives notice to St. Johns County, Florida that the following sums should be
deducted from the applicable Public Buildings Impact Fee Credit account of the Grantor.

Public Buildings Impact Fees, Ordinance #87-59 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: _____