

RESOLUTION NO. 2024 - 375

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 ST. MARKS INDUSTRIAL LLC.

WHEREAS, ST. MARKS INDUSTRIAL LLC is the developer of certain lands contained within the **ST. MARKS INDUSTRIAL PARK** located on International Golf Parkway and St. Marks Pond Boulevard in St. Johns County; and

WHEREAS, St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Impact Fee Ordinance ("Road Impact Fee Ordinance") and Chapter 163, Florida Statutes, allow for impact fee credits to be granted by the Board of County Commissioners for the property dedicated to St. Johns County as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein; and

WHEREAS, in accordance with the Road Impact Fee Ordinance and Chapter 163, Florida Statutes, ST. MARKS INDUSTRIAL LLC is entitled to certain impact fee credits for the dedication of land.

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 **ST. MARKS INDUSTRIAL LLC** substantially in the form of that which is attached hereto and incorporated herein by reference for those dedications identified within the Road 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 17th day of September, 2024.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Rendition Date SEP 17 2024

By: _____
Sarah Arnold
Its Chair

ATTEST:
BRANDON J. PATTY, Clerk of the Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk



**IMPACT FEE CREDIT AGREEMENT
("AGREEMENT")**

Road Impact Fees

THIS AGREEMENT is made this _____ day of _____, 2024 by and between the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **ST. MARKS INDUSTRIAL LLC** ("Developer").

RECITALS:

- A. **ST. MARKS INDUSTRIAL LLC** is the Developer and projected Impact Feepayer of certain lands contained within the **ST. MARKS INDUSTRIAL PARK** ("Project"), in St. Johns County, Florida.
- B. Pursuant to St. Johns County Ordinance No. 87-57, as amended ("Road Impact Fee Ordinance"), the County 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 ("Feepayer"), to pay a road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads within St. Johns County.
- C. Section Thirteen of the Road Impact Fee Ordinance allows impact fee credits to be granted for certain dedications and/or improvements ("Road Impact Fee Credits").
- D. Developer is dedicating fourteen (14) feet of right-of-way along the frontage of the Project along International Golf Parkway, which is recognized as meeting the requirements for Road Impact Fee Credits. The right-of-way to be dedicated is depicted in **Exhibit "A"** attached hereto. This dedication is subject to Developer's continued right to access to International Golf Parkway for ingress and egress and utilities, including water, sewer, telephone, cable, etc.
- E. Pursuant to the terms of the Road Impact Fee Ordinance, County and Developer desire to set forth their agreement and a procedure for the application and treatment of such Road 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 total Road Impact Fee Credits will be calculated as the agreed land value of the right-of-way in the total amount of **\$210,000** (see attached **Exhibit "B"**).
3. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the Project shall pay the amount due under the Road Impact Fee Ordinance directly to Developer. Developer shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to Developer. Then, for so long as the total Road Impact Fee Credits for which Developer has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, Developer shall issue to such Feepayer a voucher evidencing full payment of Road Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy. The voucher issued by Developer shall contain a statement setting forth the amount of Road 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 Road Impact Fee Credit Account. The Voucher Form is attached hereto as **Exhibit "C"**. In the event that the County institutes an alternate mechanism to the current voucher for Impact Fee Credits, such as a voucherless system, Developer and Feepayer may use said alternate system.
4. In the event that Developer determines to sell all or part of the Project, Developer may sell, transfer, assign or convey any of its interest in part of the Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the Project for such consideration as Developer in its sole discretion, determines. In such event, Developer shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Road Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road Impact Fee Credits, if any, shall remain vested in Developer. The parties agree that no impact fee credit may be used or applied to development outside the Project 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. Notwithstanding the foregoing, any impact fee credits granted on or after July 1, 2020 will be

in accordance with Florida law as amended at that time. Developer acknowledges that only one impact fee credit account may exist at any given time for the Project.

5. On or before January 31 of each year, so long as there remain any Road Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Impact Fee payments made by the Feepayers applying for building permits or certificates of occupancy within the Project and the remaining balance of Road Impact Fee Credits.
6. At such time as the Road Impact Fee Credits provided for hereunder have been exhausted, Developer or the Feepayer seeking building permits or certificates of occupancy within the Project shall pay the County the Road Impact Fees as are then due and payable under the Road Impact Fee Ordinance in effect at that time. Until such time, any Feepayer within the project shall be instructed by the County to pay its Road Impact Fees directly to Developer.
7. **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 Road 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 Road Impact Fee Ordinance Section Thirteen limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due for the Project. 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 Road 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 Project.
 - 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. All of the exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.
- e. The 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. The Developer must be a feepayer as referenced in the applicable impact fee ordinance to receive impact fee credits under this ordinance.
- j. 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.
- k. 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.
- l. Any notices or reports required by this Agreement shall be sent to the following:

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

With Copy to: County Attorney
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

For the Developer: Cameron Smith
St. Marks Industrial LLC
51 Ellis Street, Suite 101
St. Augustine, Florida 32095

[SIGNATURES ON FOLLOWING PAGES]

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

Developer:

Cameron Smith

St. Marks Industrial LLC

51 Ellis Street, Suite 101

St. Augustine, FL 32092

By: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, who is the _____ of the company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

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

By: _____

Joy Andrews
County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Joy Andrews, who is the County Administrator for St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

EXHIBIT "A"

(Right-Of-Way Dedicated)

A PORTION OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 00°17'57" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 5, A DISTANCE OF 33.48 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 59°26'32" EAST, 1523.05 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH 59°26'32" EAST, 653.03 FEET; COURSE NO. 3: NORTH 65°27'21" EAST, 420.00 FEET; COURSE NO. 4: NORTH 59°26'32" EAST, 164.46 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ST. MARKS POND BOULEVARD (BRONZ-GLOW WAY PART A, RIGHT OF WAY AS NOW ESTABLISHED), AND TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF ST. MARKS POND BOULEVARD, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 30.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°19'36" EAST, 28.98 FEET, THENCE SOUTH 59°26'32" WEST, 190.57 FEET; THENCE SOUTH 65°27'21" WEST, 420.00 FEET; THENCE SOUTH 59°26'32" WEST, 649.48 FEET; THENCE NORTH 41°54'53" WEST, 14.28 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.40 ACRES, MORE OR LESS.

Exhibit "B"

(From Appraisal Dated July 15, 2024)

PACETTI APPRAISAL SERVICES INC.

Real Estate Appraisers and Consultants

Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser
RZ 677

July 15, 2024

Mr. Glenn Smith
Smith Trucking Company, Inc.
51 Ellis Street
Suite 101
St. Augustine, FL 32095

Property Desc. : A strip of vacant commercial land containing 0.40± acres, which is currently part of a larger industrial site containing 6.90± acres.

Property Location : Southwest corner of St. Marks Pond Blvd. and International Golf Parkway. The address is 221 St. Marks Pond Blvd., St. Augustine, FL 32095.

Dear Mr. Smith:

At your request, we have made an investigation and analysis of the property located 221 St. Marks Pond Blvd., St. Augustine, FL. While the parent site contains 6.90± acres, a 0.40± acre portion of this site is being set aside as a right-of-way for the future expansion of International Golf Parkway.

The purpose of this investigation and analysis was to provide the following opinions of value for the Subject Property:

- Market Value of the Portion Taken plus damages to the Remainder, if any

The Subject Property was inspected on June 24, 2024.

The Subject is part of an irregular shaped parcel of land, Parcel #072490-0046, which contains 22.86± acres. The southern portion of this parcel is improved with a multi-tenant warehouse project, while the northern portion (where the taking is proposed) is industrial land currently being developed with a warehouse building. These two areas are divided in the middle by a retention pond. For valuation purposes we have elected to redefine the Subject's parent site as being all of the buildable land fronting International Golf Parkway located north of the retention pond. This redefined parent tract contains an estimated 6.90± acres, and has 1,252± feet of frontage along the south side of International Golf Parkway, and 221± front feet along the west side of St. Marks Pond Blvd. Images depicting the redefined parent tract are located on page 12.

The proposed taking involves a strip of land that runs along the northern border of the Subject's parent site, parallel with IGP. The strip of land has an irregular shape that runs the entire length of the northern border of the site or 1,252± feet, and is approximately 14 feet wide. This strip of land contains a total of 0.40± acres, or 17,424± square feet. The Subject is at the grade of the adjacent roadway and appears to be all usable uplands. All of the "taking" sizes and dimensions were taken from a survey provided by the owner, dated 12/21/2023.

Mr. Smith
Page Two,

The Subject Property has a future land use of Industrial, and is currently zoned IW, Industrial Warehouse, by St. Johns County, FL.

This Appraisal Report is in conformance with Standard Rule 2 Report Options of the Uniform Standards of Professional Appraisal Practice, effective January 1, 2024. As such, the report presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in this report.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

This appraisal was not made, nor was the appraisal rendered on the basis of a minimum requested valuation, specific valuation, or an amount which would result in the approval of a loan.

Therefore, subject to the assumptions and limiting conditions and to the definition of Market Value as set forth in this report, it is our opinion that the "as is" Market Value of the Fee Simple Interest in the Subject Property, as of June 24, 2024, is:

Market Value of the Portion Taken plus damages to the Remainder, if any:

TWO HUNDRED TEN THOUSAND DOLLARS
(\$210,000)

Thank you for the opportunity to be of service to you in this matter.

Respectfully submitted,
PACETTI APPRAISAL SERVICES INC.



Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser RZ 677



Randall A. Pacetti
State-Certified General Real Estate Appraiser RZ 3911

File #2024-57

Exhibit "C"

(Sample Impact Fee Voucher)

Voucher # _____

ST. JOHNS COUNTY IMPACT FEE VOUCHER

(St. Marks Industrial LLC)

Name and address of Developer/Grantor: **Cameron Smith, St. Marks Industrial LLC, 51 Ellis Street, Suite 101, St. Augustine, FL 32095**

Name and address of Grantee: _____

Legal description of subject property: _____

4. Subdivision or Master Development Plan name: **St. Marks Industrial Park.**

The undersigned Developer/Grantor confirms that it has received from _____ on _____, 2024 funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below.

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

Road Impact Fees, Ordinance #87-57 in the amount of \$ **210,000.00**

Developer/Grantor:

By: _____

Name: _____

Its: _____