

RESOLUTION NO. 2024-540

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A SECOND AMENDMENT TO THE AMENDED IMPACT FEE CREDIT AGREEMENT WITH WHITE'S FORD TIMBER, LLC, LONGLEAF PARTNERS, LLC, BOCAGE VENTURES, LLC, TROUT CREEK VENTURE, LLC and WHITES FORD INVESTMENTS, LLC.

WHEREAS, White's Ford Timber, LLC ("**Developer**") is the developer of certain lands contained within the SilverLeaf Development of Regional Impact (the "**DRI**") as described and approved under St. Johns County Resolution No. 2024-493, as amended (the "**DRI/DO**"), and the SilverLeaf Planned Unit Development approved under St. Johns County Ordinance No. 2024-55, as amended (the "**SilverLeaf PUD**").

WHEREAS, Longleaf Partners, LLC, Bocage Ventures, LLC, Trout Creek Venture, LLC and White's Ford Investments, LLC are affiliated entities of Developer and are the owners of certain lands contained within the boundaries DRI and SilverLeaf PUD and the Grande Creek Planned Unit Development approved under St. Johns County Ordinance No. 2019-34, as may be amended (the "**Grande Creek PUD**").

WHEREAS, an Amended Impact Fee Credit Agreement (Road Impact Fees) was approved under Resolution No. 2019-257 and was amended by that certain First Amendment to Amended Impact Fee Credit Agreement (Road Impact Fees) under Resolution No. 2022-209 for road impact fee credits to be awarded to Developer to be used for development within the DRI as described therein.

WHEREAS, Resolution Nos. 2021-551 and 2024-___, in combination, amended the DRI to increase the overall transportation mitigation provided by the SilverLeaf project to \$109,060,292.00, from \$78,528,877.00 (the "**Transportation Mitigation Increase**").

WHEREAS, this Second Amendment to the Impact Fee Credit Agreement is needed to add the Transportation Mitigation Increase provided by the SilverLeaf DRI into the Impact Fee Credit Agreement.

WHEREAS, St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Facilities Impact Fee Ordinance ("**Road Impact Fee Ordinance**"), allows for road impact fee credits to be granted by the Board of County Commissioners for any cash contributions or property dedicated and other contributions made to St. Johns County as identified within the Amended Impact Fee Credit Agreement attached hereto and incorporated herein by this reference.

WHEREAS, in accordance with the Road Impact Fee Ordinance, Developer is entitled to certain impact fee credits for certain dedications.

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 a Second Amendment to Amended Impact Fee Credit Agreement with White's Ford Timber, LLC, Longleaf Partners, LLC, Bocage Ventures, LLC, Trout Creek Venture, LLC and White's Ford Investments, LLC, substantially in the form of that which is attached hereto and incorporated herein

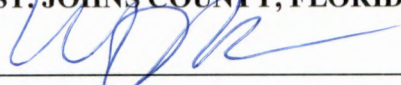
by reference for those dedications identified within the Road Impact Fee Ordinance and the Amended Impact Fee Credit Agreement which are eligible for impact fee credits.

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 3rd day of December, 2024.

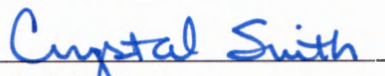
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**



Krista Joseph, Chair

Attest: _____

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

By: 

Deputy Clerk

Rendition Date DEC 03 2024



SECOND AMENDMENT TO
AMENDED IMPACT FEE CREDIT AGREEMENT

(Road Impact Fees)

THIS SECOND AMENDMENT TO AMENDED IMPACT FEE CREDIT AGREEMENT (“Second Amendment”) is made this ____ day of _____, 2024 by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”); **WHITE’S FORD TIMBER, LLC**, a Florida limited liability company (“**White’s Ford**”, which term shall include its successors and assigns); **LONGLEAF PARTNERS, LLC** (“**Longleaf**”, which term shall include its successors and assigns); **BOCAGE VENTURES, LLC**, a Florida limited liability company (“**Bocage**”, which term shall include its successors and assigns); **TROUT CREEK VENTURE, LLC**, a Florida limited liability company (“**Trout Creek**”, which term shall include its successors and assigns); and **WHITES FORD INVESTMENTS, LLC**, a Florida limited liability company (“**WFI**”, which term shall include its successors and assigns, and collectively, with the County, White’s Ford, Longleaf, Bocage and Trout Creek, the “**Parties**”).

RECITALS:

A. White’s Ford is the owner of certain lands contained within the SilverLeaf Development of Regional Impact (the “**DRI**”), as described and approved under St. Johns County Resolution Nos. 2021-551 and 2024-____, as may be amended (the “**DRI/DO**”), and the SilverLeaf Planned Unit Development approved under St. Johns County Ordinance Nos. 2021-93 and 2024-____, as may be amended (the “**SilverLeaf PUD**”).

B. Longleaf, Bocage, Trout Creek and WFI are affiliated entities of White’s Ford and are the owners of certain lands contained within the SilverLeaf DRI and PUD and the Grande Creek Planned Unit Development approved under St. Johns County Ordinance No. 2019-34, as may be amended (the “**Grande Creek PUD**”).

C. White’s Ford and the County entered into that certain Impact Fee Credit Agreement (Road Impact Fees) dated October 6, 2017 and recorded in Official Records Book 4449, Page 939, as amended by that certain Amended Impact Fee Credit Agreement (Road Impact Fees) between White’s Ford, Longleaf and the County dated August 30, 2019 and recorded in Official Records Book 4790, Page 1236, Public Records of St. Johns County, Florida, and as again revised by that certain First Amendment to Amended Impact Fee Credit Agreement (Road Impact Fees) dated June 24, 2022 as Resolution No. 2022-209 (unrecorded) (collectively, the “**Agreement**”).

D. The Agreement set forth certain terms and conditions of Impact Fee Credits for property dedicated to the County, roadway improvements made or funded by White’s Ford, and funds contributed to the County for roadway improvements, as more particularly identified in the DRI/DO, which Impact Fee Credits may be used within the SilverLeaf PUD and Grande Creek Property, as those terms are defined in the Agreement.

E. The Parties desire to enter into this Second Amendment to confirm and formally add Thirty Million Five Hundred Thirty-One Thousand Four Hundred Fifteen (\$30,531,415.00) in

road impact fee credits available for use within the SilverLeaf DRI (including the SilverLeaf PUD and Grande Creek PUD), as a result of additional roadway construction and contribution of additional funds to the County for roadway improvements, as set forth more fully in Resolution Nos. 2021-551 and 2024-__.

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

1. Recitals. The Recitals as set forth above are agreed to be true and correct and incorporated herein by this reference.

2. Definitions. All capitalized terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

3. Road Impact Fee Credits. Pursuant to Section 7.e. of the Agreement, the Parties hereby amend the Agreement to provide that the Road Impact Fee Credits in the amount of One Hundred Nine Million Sixty Thousand Two-Hundred Ninety-Two and No/100 Dollars (\$109,060,292.00), as detailed on (**Exhibit “A”**) attached hereto and incorporated herein by this reference (the **“Amended Road Impact Fee Credit Calculation and Schedule”**). Such Road Impact Fee Credits shall be awarded to White’s Ford, its successors and assigns, immediately upon White’s Ford completing each of the actions described in the schedule set forth on **Exhibit “A”**. The Amended Road Impact Fee Credit Calculation and Schedule shall supersede and replace the Road Impact Fee Credit Calculation and Schedule in Exhibit A to the Agreement.

4. Effectiveness; Ratification of the Agreement. Except as expressly provided in this Second, the provisions of the Agreement shall remain in full force and effect. This Amendment shall take effect upon the effective date of Resolution No. 2024-__.

5. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto, their respective legal representatives, successors in title and assigns.

[SIGNATURES TO FOLLOW]

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

WHITE'S FORD:

Witnesses:

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

Signed, sealed and delivered in the presence of:

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

Print Name: _____
Address: _____

By: _____
Name: John G. Metcalf
Title: Vice President

Print Name: _____
Address: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence of ___ online notarization, this ___ day of _____, 2024, by John G. Metcalf, as Vice President of Hutson Management, Inc., a Florida corporation, as Manager of White's Ford Timber, LLC, a Florida limited liability company, on behalf of the company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Notary Public State of _____
Name: _____
My Commission Expires: _____
My Commission Expires: _____

LONGLEAF:

Witnesses:

LONGLEAF PARTNERS, LLC, a Florida limited liability company

Signed, sealed and delivered in the presence of:

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

Print Name: _____
Address: _____

By: _____
Name: John G. Metcalf
Title: Vice President

Print Name: _____
Address: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence of ___ online notarization, this ___ day of _____, 2024, by John G. Metcalf, as Vice President of Hutson Management, Inc., a Florida corporation, as Manager of Longleaf Partners, LLC, a Florida limited liability company, on behalf of the company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Notary Public State of _____

Name: _____

My Commission Expires: _____

My Commission Expires: _____

BOCAGE:

Witnesses:

BOCAGE VENTURES, LLC, a Florida limited liability company

Signed, sealed and delivered in the presence of:

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

Print Name: _____

Address: _____

By: _____

Name: John G. Metcalf

Title: Vice President

Print Name: _____

Address: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence of ___ online notarization, this ___ day of _____, 2024, by John G. Metcalf, as Vice President of Hutson Management, Inc., a Florida corporation, as Manager of Bocage Ventures, LLC, a Florida limited liability company, on behalf of the company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Notary Public State of _____

Name: _____

My Commission Expires: _____

My Commission Expires: _____

TROUT CREEK:

Witnesses:

TROUT CREEK VENTURE, LLC, a Florida limited liability company

Signed, sealed and delivered in the presence of:

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

Print Name: _____

Address: _____

By: _____

Name: John G. Metcalf

Title: Vice President

Print Name: _____

Address: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence of ___ online notarization, this ___ day of _____, 2024, by John G. Metcalf, as Vice President of Hutson Management, Inc., a Florida corporation, as Manager of Trout Creek Venture, LLC, a Florida limited liability company, on behalf of the company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Notary Public State of _____

Name: _____

My Commission Expires: _____

My Commission Expires: _____

Witnesses:

Signed, sealed and delivered in the presence of:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

WFI:

WHITES FORD INVESTMENTS, a Florida limited liability company

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

By: _____

Name: John G. Metcalf

Title: Vice President

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence of ___ online notarization, this ___ day of _____, 2024, by John G. Metcalf, as Vice President of Hutson Management, Inc., a Florida corporation, as Manager of Whites Ford Investments, LLC, a Florida limited liability company, on behalf of the company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Notary Public State of _____

Name: _____

My Commission Expires: _____

My Commission Expires: _____

COUNTY:

ST. JOHNS COUNTY, FLORIDA

Witnesses:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

By: _____
Name: Joy Andrews
County Administrator

Date: _____

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, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Notary Public State of _____
Name: _____
My Commission Expires: _____
My Commission Expires: _____

EXHIBIT "A"

Amended Road Impact Fee Credit Calculation and Schedule

1. County Road 2209 (CR 2209) – Phase 1: design and construct CR 2209 (aka St. Johns Parkway) as a four-lane road from the end of the existing pavement of CR 2209 at its intersection with the entrance to the Johns Creek PUD (Johns Creek Parkway) to the SR 16 Connector (SilverLeaf Parkway). Cost of construction/credits due: \$31,910,538.00. Roadway construction completed and credits awarded.
2. State Road 16 Connector (SR 16 Connector) – Phase 1: design and construct the SR 16 Connector from CR 2209 to SR 16 as a modified rural/suburban four lane road. Cost of construction/credits due: \$17,449,500.00. Roadway construction completed and credits awarded.
3. CR 2209/Phase 1(a): convey to St. Johns County the right-of-way for the future six-lane segment of CR2209 from the SR16 Connector to International Golf Parkway (IGP Connector) together with preliminary engineering plans, an environmental resource permit and dredge and fill permit, wetland mitigation and a stormwater easement agreement for the DRI to accept and treat the stormwater from the future six-lane facility. Value of mitigation/credits due: \$29,168,840.00. Dedication, permitting completed and credits awarded.
4. CR 16A Connector: design, permit and construct a collector road that will connect from the Silver Lake Drive Extension south to CR 16A (County Road 16A Connector Road). Cost of construction/credits due: \$5,382,659.00. Design, permitting and construction completed, credits due.
5. CR 16A Improvements: contribution of funds for improvements to CR 16A between Parcel 33 and SilverLeaf Parkway. Contribution amount/credits due: \$4,164,486.00. Credit will be due when funds are paid to County.
6. Silver Lake Drive Extension: design, permit and construct a collector road connecting CR 2209 (St. Johns Parkway) south of the First Coast Expressway, west and then north through SilverLeaf Parcels 16, 15, 14, 9, 6 and 4, and connecting to CR 2209 north of the First Coast Expressway. Cost of construction/credits due: \$20,984,270.00. Construction completed, credits due.