

RESOLUTION NO. 93- 29

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, STATE OF FLORIDA APPROVING A DEVELOPMENT AGREEMENT BETWEEN NEW PLAN REALTY TRUST, A MASSACHUSETTS BUSINESS TRUST, AND ST. JOHNS COUNTY, FLORIDA RELATED TO THE ST. AUGUSTINE OUTLET MALL AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE DEVELOPMENT AGREEMENT.

WHEREAS, Section 163.3220(4), Fla. Stat., authorizes local governments to enter into development agreements with developers, subject to the procedures and requirements of Section 163.3220 et seq., Fla. Stat., known as the Florida Local Government Development Agreement Act (Development Agreement Act); and

WHEREAS, New Plan Realty Trust, a Massachusetts business trust (New Plan), has requested the County to enter into a development agreement regarding an addition to the existing St. Augustine Outlet Mall located on State Road 16 near its intersection with Interstate 95; and

WHEREAS, New Plan has applied for and received a concurrency determination from the St. Johns County Concurrency Review Committee granting concurrency for the development of Phase III of the St. Augustine Outlet Center, consisting of up to 116,000 sq. ft. of commercial retail space, more fully described

in the attached development agreement, conditioned upon execution of the attached development agreement, and four laning of State Road 16 from the west driveway of the existing St. Augustine Outlet Mall to the existing terminus of the four lane section at County Road 208 by the developer; and

WHEREAS, the Board of County Commissioners at its January 12, 1993 meeting, set public hearing dates for consideration of the development agreement pursuant to the Development Agreement Act. The Board set the first public hearing before the Planning and Zoning Agency on February 4, 1993 the St. Johns County planning agency, as authorized by Section 163.3225(1), Fla. Stat., and the second public hearing before the Board of County Commissioners on February 9, 1993; and

WHEREAS, a notice of intent that the Planning and Zoning Agency will consider the attached development agreement at its February 4, 1993 meeting and that the Board of County Commissioners will consider the attached development agreement at its February 9, 1993 meeting has been properly advertised and mailed to all affected property owners as required by the Development Agreement Act; and

WHEREAS, the development agreement attached hereto as Exhibit A is found to comply with all requirements of the Development Agreement Act; and

WHEREAS, the Board of County Commissioners finds that the development agreement is in the best interests of and promotes the health, safety and welfare of the citizens of St. Johns County; and

WHEREAS, the development agreement has been considered by the Planning and Zoning Agency at a public hearing. The Planning and Zoning Agency has forwarded a recommendation of approval to the Board of County Commissioners.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida:

Section 1. The Board of County Commissioners hereby approves the development agreement between New Plan Realty Trust, a Massachusetts business trust and St. Johns County, a copy of which development agreement is attached hereto as Exhibit A, incorporated, and made a part hereof.

Section 2. The Board of County Commissioners hereby authorizes the Chairman to execute the development agreement on behalf of this Board.

Section 3. All officers and employees of St. Johns County are authorized to do all things necessary and proper to carry out the terms of the development agreement.

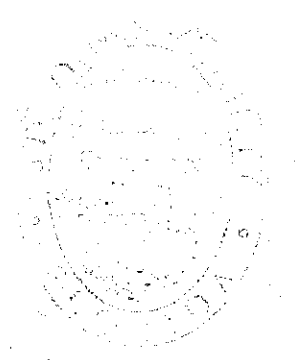
ADOPTED this 9th day of February, 1993.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Laura Beltracchi
Its Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

By: Amy Burnett
Deputy Clerk



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made this 9th day of February, 1993 by and between New Plan Realty Trust, a Massachusetts business trust (the "Developer") and St. Johns County, a political subdivision of the State of Florida (the "County").

W I T N E S S E T H :

WHEREAS, the Developer is the contract purchaser of the land described in Exhibit "A" attached hereto (the "Property"), which land is owned by Edith W. Hargrove; and

WHEREAS, the Developer proposes to construct and operate up to 116,000 square feet of commercial uses on the Property (the "New Development") as an addition to its existing Outlet Mall consisting of 223,316 square feet, for a total up to 339,316 square feet, provided the New Development will comply with the St. Johns County Concurrency Management Ordinance (Ordinance No. 91-7) and is not required to undergo review as a Development of Regional Impact ("DRI") pursuant to Section 380.06, Florida Statutes. The current plan and legal description for the Outlet Mall are attached hereto as Exhibit "B". The proposed site plan and legal description for the Outlet Mall, including the New Development, are attached hereto as Exhibit "C"; and

WHEREAS, the Developer's application for a concurrency determination for the New Development was approved subject to full execution of this Agreement and construction of the road improvement described in Exhibit "D" attached hereto (the "Required Improvement"); and

WHEREAS, the New Development's Certificate of Concurrency will expire January 13, 1994 unless it is reissued or is extended by commencement of development or the payment of impact fees prior to January 13, 1994 as provided by Section 8.2.2.3.1 of Ordinance 91-7; and

WHEREAS, the County has determined that all public services and facilities other than the Required Improvement are available to service the New Development concurrent with the impacts of the New Development (see Exhibit "E" attached hereto); and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (the "Act"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to

comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that he may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and

WHEREAS, such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the costs of development; and

WHEREAS, the County Planning and Zoning Agency, at its February 4, 1993 meeting, determined that the New Development is consistent with the St. Johns County Comprehensive Plan; and

WHEREAS, the New Development will comply with all applicable land development regulations in effect at the time of permitting unless otherwise provided herein; and

WHEREAS, the construction and operation of the New Development will be of significant economic benefit to the citizens of the County by providing new jobs, and enhancing the ad valorem tax base of the County; and

WHEREAS, the Developer's construction of the Required Improvement will make funds of the Florida Department of Transportation ("FDOT") available for other projects in St. Johns County which funds otherwise would have been used to construct the Required Improvement; and

WHEREAS, it is deemed to be in the interest of the public health, safety and welfare for the County to facilitate the early construction of the Required Improvement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

A. Purpose. The purpose of this Development Agreement is to authorize and commit the Developer to construct the "Required Improvement" as defined in Exhibit "D" prior to occupancy of the New Development, subject to the Developer maintaining a valid Certificate of Concurrency for the New Development and securing a binding letter from the State of Florida Department of Community Affairs ("FDCA") that the New Development will not be required to undergo DRI review (the "Binding Letter") and subject to the Developer constructing the New Development. If the Developer is

unable to secure the Binding Letter regarding the New Development as it desires or determines that construction of the New Development is not feasible, the Developer may notify the County in writing that the New Development will not be constructed and that this Development Agreement is terminated, in which event the parties hereto will have no further rights, obligations or liabilities hereunder.

B. Public Facilities.

1. The public facilities impacted by and required to accommodate the New Development are described in Exhibit E.

2. The only new facility required to assure that public facilities are available concurrent with the impacts of the New Development is the Required Improvement as defined herein. Pursuant to paragraph C below, the Developer is hereby obligated to complete construction of the Required Improvement prior to occupying the New Development.

3. The Developer has also agreed pursuant to PUD Ordinance No. 89-51, which authorized construction of the existing Outlet Mall, and hereby confirms its obligation, to provide a traffic signal and geometric improvements as required by FDOT at the I-95/SR 16 east and west ramps. The signal has been warranted and will be installed either within 120 days after receiving design approval of the Required Improvement from FDOT or within 120 days after receipt of a DRI determination from FDCA.

C. Developer Obligations. The Developer hereby covenants and agrees as follows:

1. The Developer shall fund, design and construct the Required Improvement in accordance with this Development Agreement and in compliance with all applicable rules and regulations, provided the Developer secures the Binding Letter and the required permits to construct the New Development (the "Permits"), including but not limited to:

- St. Johns County PUD Zoning
- FDER - Water
- FDER - Sewer
- FDER/Army Corp - Joint Dredge & Fill Permit
- St. Johns River Water Management District - Stormwater Management Permit
- St. Johns River Water Management District - Consumptive Use Permit
- St. Johns County - Building Permit
- St. Johns County - Sitework Permit
- FDOT - Right of Way Permit
- FDOT - Drainage Permit

2. The Developer shall be required to rezone the Property to Planned Unit Development (PUD) or Planned Special Development (PSD) pursuant to St. Johns County rules and regulations, and the Developer shall be bound by the requirements of said PUD or PSD zoning. The County may apply subsequently adopted regulations and policies to the New Development only upon meeting the requirements of Section 163.3233 Florida Statutes (1991).

3. The Developer shall notify the County in writing within fifteen (15) days after receipt of the desired Binding Letter or a binding letter or other determination that is not acceptable to the Developer.

4. Prior to the issuance of the first building permit for the New Development, the Developer shall post or cause to be posted a letter of credit, in a form to be approved by the St. Johns County Clerk of Court, or a performance bond or other security acceptable to the County in the amount stated in the contract to construct the Required Improvement as the cost of said construction (the "Contract Price"), which currently is estimated as \$160,000 (see Exhibit "F").

5. Within three hundred and sixty (360) days after receipt of the Binding Letter and the Permits, the Developer shall complete the construction plans for the Required Improvement. Said plans shall be prepared in accordance with FDOT rules and regulations and shall be subject to FDOT approval. Within sixty (60) days after approval of these plans by the FDOT and the securing of any right-of-way and any Permits required to construct the Required Improvement, the Developer shall commence construction of the Required Improvement, and shall complete said construction within one hundred eighty (180) days after commencement, and, in any event, prior to the issuance of a certificate of occupancy for the New Development. Notwithstanding any provision herein to the contrary, if construction of the Required Improvement has not commenced by the expiration of the Certificate of Concurrency for the New Development, this Agreement shall terminate unless otherwise amended by action of the St. Johns County Board of County Commissioners.

6. Except for the expiration and termination deadlines established in paragraphs N below and C.6 above, the time periods established herein shall be extended upon timely request from the Developer if the County Administrator or his designee determines that, through no fault of the Developer, the design or construction of the Required Improvement has been delayed by an act of God or other circumstance or occurrence beyond the Developer's control, including, but not limited to, delays in the review of Developer's plans by the FDOT or other jurisdictional agencies, or by delays in securing permits or other approvals necessary to complete the Required Improvement. The Developer shall request such a

determination by providing a written explanation of any such delays to the County, and any such extensions shall be limited to the duration of the delay.

7. On or before June 1 of each year this Agreement is in effect, the Developer shall provide a written status report to the County to allow the County to conduct its periodic review in compliance with the requirements of Section 163.3235, Florida Statutes, describing the Developer's activity during the preceding year related to satisfying its obligations hereunder.

8. Except as may be required pursuant to PUD zoning requirements, no portion of the Property shall be reserved or dedicated for public purpose.

9. The Developer will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement as required by paragraph D.5 below.

D. County's Obligations. The County hereby covenants and agrees as follows:

1. The County agrees to assist the Developer in requesting and encouraging that the FDOT expeditiously review and approve construction plans prepared by the Developer's licensed engineer for the Required Improvement.

2. The County agrees to secure or assist the Developer and FDOT in securing any required right-of-way, including the use of its power of eminent domain if necessary, subject to the Developer funding the costs of any such eminent domain proceedings and any other costs of such right-of-way acquisition.

3. The County agrees to assist the Developer and FDOT in securing any and all permits and other approvals necessary to complete the construction of the Required Improvement, subject to the Developer funding the costs thereof.

4. In accordance with the County's transportation impact fee ordinance (Ordinance No. 87-57, as amended), the Developer shall be entitled to request impact fee credits for the design, permitting, construction and inspection costs incurred by the Developer with regard to the Required Improvement and other off-site, transportation-related improvements as set out in Exhibit G attached hereto.

5. Within fourteen (14) days after the County executes this Development Agreement, the County shall record it with the Clerk of the Circuit Court of the Seventh Judicial Circuit. Within fourteen (14) days after this Development Agreement is recorded,

the County shall submit a copy of it to the Florida Department of Community Affairs by certified mail, return receipt requested.

E. Comprehensive Plan. The County's Comprehensive Plan was found to be "in compliance" by the Florida Department of Community Affairs. The County Planning and Zoning Agency, at its February 4, 1993 meeting, has determined that the New Development as depicted in Exhibit "C" is consistent with its Comprehensive Plan.

F. Binding Effect. The burdens of this Development Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

G. Applicable Law; Jurisdiction; Venue. This Development Agreement, and the rights and obligations of the County and the Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. If any provision of this Development Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the New Development shall not relieve the Developer or its successor in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

H. Attorneys' Fees. In the event it becomes necessary for any party to enforce its rights under the terms of this Development Agreement, then in that event the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

I. Joint Preparation. Preparation of this Development Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. Trust Clause. This Agreement and all documents, agreements, understandings and arrangements relating to this transaction have been negotiated, executed and delivered on behalf of the Developer by the trustees or officers thereof in their representative capacity under the Declaration of Trust of New Plan Realty Trust dated as of July 31, 1972 as amended, and not individually, and bind only the trust estate of the Developer, and

no trustee, officer, employee, agent or shareholder of the Developer shall be bound or held to any personal liability or responsibility in connection with the agreements, obligations and undertakings of the Developer thereunder, and any person or entity dealing with the Developer in connection therewith shall look solely to the trust estate for the payment of any claim or for the performance of any agreement, obligation or undertaking thereunder. The County acknowledges and agrees that each agreement and other document executed by the Developer in accordance with or in respect to this transaction shall be deemed and treated to include in all respects and for all purposes the foregoing exculpatory provision.

K. Exhibits. All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.

L. Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Development Agreement, nor the intent of any provision hereof.

M. Counterparts. This Development Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Development Agreement.

N. Effective Date and Duration. This Agreement shall become effective after it has been recorded in the public records of St. Johns County and thirty (30) days after it is received by the Florida Department of Community Affairs (the "Effective Date"). This Development Agreement shall remain in effect until the earlier of the completion of the New Development or the expiration of ten (10) years after the Effective Date, unless otherwise extended or terminated as provided for herein or in the Act. This Development Agreement may be terminated by mutual consent of the parties.

O. Amendment. This Development Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act.

P. Duration of Permits. Developer acknowledges that this Agreement does not extend the duration of any other permits or approvals, including the concurrency determination attached hereto as part of Exhibit "E".

Q. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and

give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Development Agreement, and to coordinate the performance of their respective obligations under the terms of this Development Agreement.

R. Indemnity. The Developer hereby agrees to indemnify and hold the County harmless against any and all claims for personal injuries, death, property damage, violations of law and any other losses, damages, charges, or expenses, including attorneys' fees, which arise as a result of the Developer's actions pursuant to this Agreement.

S. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

For the County: County Administrator
St. Johns County
P. O. Drawer 349
St. Augustine, FL 32085-0349

For the Developer: John Dawson
New Plan Realty Trust
1120 Avenue of the Americas,
12th Floor
New York, NY 10036

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

NEW PLAN REALTY TRUST

_____ By: _____
Witness

_____ Date: _____
Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument is hereby acknowledged before me this
___ day of _____, 1993, by _____,
_____ on behalf of NEW PLAN REALTY TRUST. He/she
has produced _____ as identification and
(did/did not) take an oath.

NOTARY PUBLIC, State of Florida
At Large
My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY

(SEAL)

ATTEST: Carl "Bud" Markel,
Clerk

By *Linda Balsavage*

By: *Amy Bennett*
DEPUTY CLERK

Date: February 9, 1993

EXHIBIT "A"

(LEGAL DESCRIPTION OF 8 ACRE PARCEL)

A portion of Section 6, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at I-95 Station 8284+42.34 on the Southwesterly right-of-way line of Interstate Highway No. 95 (according to Florida Department of Transportation Right of Way Map, Section 78080-2405); thence North 53 degrees 29 minutes 40 seconds West, along said Southwesterly right-of-way line, 502.28 feet to an angle point in said right-of-way line; thence North 38 degrees 29 minutes 40 seconds West and continuing along last said line, 194.87 feet to a point situate in the Westerly boundary of those certain lands described in Official Records Book 568, Page 119 of said public records; thence South 17 degrees 23 minutes 19 seconds West, along last said line, 147.93 feet; thence South 42 degrees 33 minutes 45 seconds East and continuing along the Westerly boundary of said last mentioned lands, 266.98 feet; thence South 18 degrees 32 minutes 20 seconds West, along said last mentioned line, 666.30 feet to a point situate in the Northeasterly right-of-way line of State Road No. 16 and/or Mill Creek Road (a 200 foot right-of-way as now established); thence South 36 degrees 16 minutes 19 seconds East, along last said line, 1518.91 feet; thence North 53 degrees 44 minutes 20 seconds East, along the Northwestern line of those certain lands described in Deed Book 208, Page 520 of the public records of said county, 230.83 feet to the POINT OF BEGINNING; thence continue North 53 degrees 44 minutes 20 seconds East, along last said line, 472.17 feet to the most Northerly corner of said Deed Book 208, Page 520; thence South 36 degrees 15 minutes 40 seconds East, along the Northeasterly line of said last mentioned lands and along the Northeasterly line of those certain lands described in Deed Book 204, Page 35 of said public records, 770.51 feet; thence South 53 degrees 22 minutes 18 seconds West, along the Northwestern line of those certain lands described in Official Records Book 231, Page 678, of said public records, 402.87 feet; thence North 36 degrees 16 minutes 19 seconds West, 231.17 feet; thence South 53 degrees 22 minutes 18 seconds West, 69.17 feet; thence North 36 degrees 16 minutes 19 seconds West, 542.36 feet to the POINT OF BEGINNING.

Containing 8.000 acres, more or less.

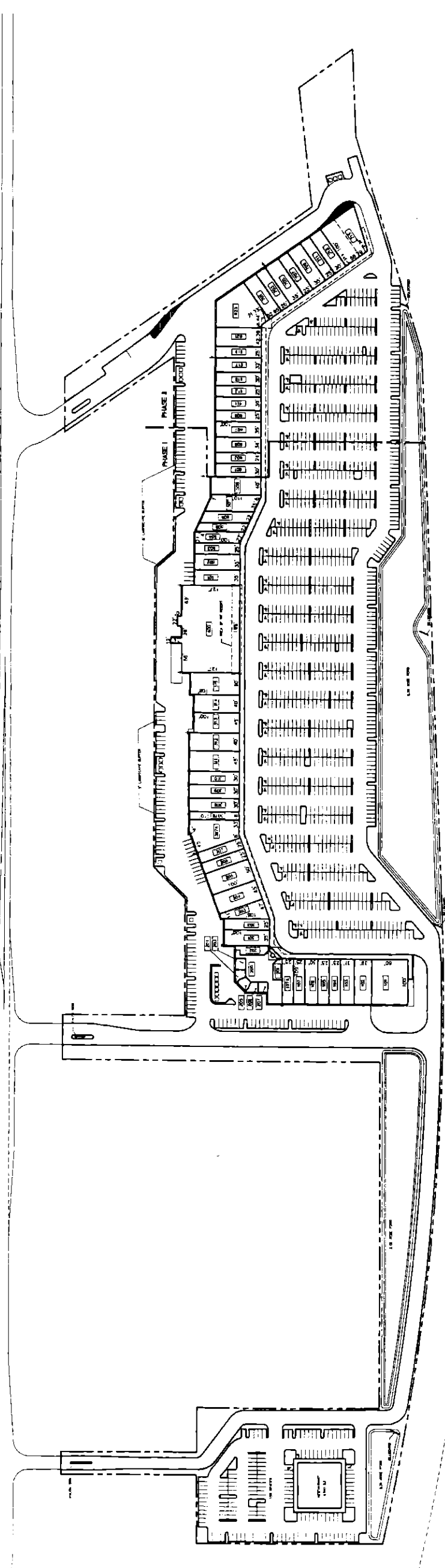
A portion of Section 6, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at I-95 Station 8284+42.34 on the Southwesterly right of way line of Interstate Highway No. 95 (according to Florida Department of Transportation Right of Way Map, Section 78080-2405); thence South $38^{\circ}29'40''$ East, along said Southwesterly right of way line, a distance of 1235.87 feet to I-95 Station 8272+06.47, said point being the Point of Curvature of a curve to the right concave Southwesterly and having a radius of 5579.58 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 1426.59 feet, said arc being subtended by a chord bearing and distance of South $31^{\circ}10'11''$ East, 1422.71 feet to the most Easterly corner of those certain lands described in Official Records Book 688, Page 1995 of the Public Records of said County; thence South $53^{\circ}22'18''$ West, along the Southeasterly line of said last mentioned lands and along the Southeasterly line of those certain lands described in Official Records Book 231, Page 678 of said Public Records, a distance of 412.13 feet; thence North $36^{\circ}16'19''$ West, and continuing along the boundary of said last mentioned lands, a distance of 150.00 feet; thence South $53^{\circ}22'18''$ West, and continuing along said boundary of said last mentioned lands, a distance of 300.00 feet to a point situate in the Northeasterly right of way line of State Road No. 16 and/or Mill Creek Road (a 200 foot right of way as now established); thence North $36^{\circ}16'19''$ West, along said Northeasterly right of way line and continuing along the boundary of said last mentioned lands, a distance of 50.00 feet; thence North $53^{\circ}22'18''$ East, and continuing along said boundary of said last mentioned lands, a distance of 300.00 feet; thence North $36^{\circ}16'19''$ West, and continuing along said boundary of said last mentioned lands, a distance of 100.00 feet; thence North $53^{\circ}22'18''$ East, and continuing the boundary of said last mentioned lands, a distance of 402.87 feet to the most Northerly corner thereof and a point situate in the Northeasterly boundary of those certain lands described in Deed Book 204, Page 35 of said Public Records; thence North $36^{\circ}15'40''$ West, along the Northeasterly boundary of said last mentioned lands and along the Northeasterly boundary of those certain lands described in Deed Book 208, Page 520 of said Public Records and along the Southwesterly boundary of said lands described in Official Records Book 688, Page 1995, a distance of 770.51 feet to the most Northerly corner of said lands described in Deed Book 208, Page 520; thence South $53^{\circ}44'20''$ West, along the Northwesterly boundary of said last mentioned lands, a distance of 703.00 feet to a point situate in said Northeasterly right of way line of State Road No. 16 and/or Mill Creek Road; thence North $36^{\circ}16'19''$ West, along said Northeasterly right of way line, a distance of 100.00 feet; thence North $53^{\circ}44'20''$ East, a distance of 270.00 feet; thence North $36^{\circ}16'19''$ West, a distance of 260.00 feet; thence North $81^{\circ}15'40''$ West, a distance of 99.01 feet; thence

EXHIBIT "B"

North 36°16'19" West, a distance of 660.00 feet; thence North 11°56'03" West, a distance of 54.65 feet; thence North 36°16'19" West, a distance of 439.91 feet; thence South 18°32'20" West, a distance of 294.58 feet to a point situate in said Northeasterly right of way line of State Road No. 16 and/or Mill Creek Road; thence North 36°15'19" West, along said Northeasterly right of way line, a distance of 122.36 feet to a point situate in the Westerly boundary of those certain lands described in Official Records Volume 568, Page 119 of said Public Records; thence North 18°32'20" East, along said Westerly boundary, a distance of 666.30 feet; thence North 42°33'45" West, and continuing along the boundary of said last mentioned lands, a distance of 266.98 feet; thence North 17°23'19" East, and continuing along the boundary of said last mentioned lands, a distance of 147.93 feet to a point situate in said Southwesterly right of way line of Interstate Highway No. 95; thence South 38°29'40" East, along said Southwesterly right of way line, a distance of 194.87 feet to I-95 Station 8289+27.51, as shown on said right of way map Section 78080-2405; thence South 53°29'40" East, and continuing along said Southwesterly right of way line, a distance of 502.28 feet to the POINT OF BEGINNING.

Containing 31.9492 acres, more or less.

STATE ROAD 16



INTERSTATE 95

LEGEND
 - (S) denotes retail bay
 - (S) denotes retail bay



Alfonso Architects
 100 Broad Street
 Tampa, Florida 33602
 (813) 251-3399

ST. AUGUSTINE
 OUTLET CENTER
 developed by
 THE SEWELL COMPANY

PHASE 1, 2
 LEASE PLAN
 EXHIBIT 'A'

AGAD # B50-LF4 100-24.5E

4-24-91
 BR050.1

LP 1

PHASE 1 - TENANT BREAKDOWN			PHASE 2 - TENANT BREAKDOWN		
SPACE NO.	SQ. FT.	SPACE NO.	SQ. FT.	SPACE NO.	SQ. FT.
101	8,000	208	2,500		
102	3,800	307	2,500		
103	3,100	307A	5,710		
104	2,500	307B	1,940		
105	2,500	308	3,000		
106	3,000	309	3,300		
107	2,500	310	7,800		
107A	2,500	311	4,900		
200	5,812	312	4,000		
201	872	313	4,500		
202	1375	314	4,000		
203	514	315	5,400		
204	514	400	25,063		
205	538	501	3,500		
206	453	502	3,500		
207	443	503	2,500		
301	3,300	504	3,836		
302	2,500	505	2,188		
303	2,800	506	2,715		
304	4,500	507	4,100		
305	3,000	508	4,400		
LEASEABLE AREA - 153,783 SF.		LEASEABLE AREA - 88,834 SF.			

St. Augustine Outlet Mall - Job #5433-A

A portion of Section 6, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at I-95 Station 8284+42.34 on the Southwesterly right of way line of Interstate Highway No. 95 (according to Florida Department of Transportation Right of Way Map, Section 78080-2405); thence South $38^{\circ}29'40''$ East, along said Southwesterly right of way line, a distance of 1235.87 feet to I-95 Station 8272+06.47, said point being the Point of Curvature of a curve to the right concave Southwesterly and having a radius of 5579.58 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 1426.59 feet, said arc being subtended by a chord bearing and distance of South $31^{\circ}10'11''$ East, 1422.71 feet to the most Easterly corner of those certain lands described in Official Records Book 688, Page 1995 of the Public Records of said County; thence South $53^{\circ}22'18''$ West, along the Southeasterly line of said last mentioned lands and along the Southeasterly line of those certain lands described in Official Records Book 231, Page 678 of said Public Records, a distance of 412.13 feet; thence North $36^{\circ}16'19''$ West, and continuing along the boundary of said last mentioned lands, a distance of 150.00 feet; thence South $53^{\circ}22'18''$ West, and continuing along said boundary of said last mentioned lands, a distance of 300.00 feet to a point situate in the Northeasterly right of way line of State Road No. 16 and/or Mill Creek Road (a 200 foot right of way as now established); thence North $36^{\circ}16'19''$ West, along said Northeasterly right of way line and continuing along the boundary of said last mentioned lands, a distance of 50.00 feet; thence North $53^{\circ}22'18''$ East, and continuing along said boundary of said last mentioned lands, a distance of 300.00 feet; thence North $36^{\circ}16'19''$ West, and continuing along said boundary of said last mentioned lands, a distance of 100.00 feet; thence North $53^{\circ}22'18''$ East, and continuing the boundary of said last mentioned lands, a distance of 402.87 feet to the most Northerly corner thereof and a point situate in the Northeasterly boundary of those certain lands described in Deed Book 204, Page 35 of said Public Records; thence North $36^{\circ}15'40''$ West, along the Northeasterly boundary of said last mentioned lands and along the Northeasterly boundary of those certain lands described in Deed Book 206, Page 520 of said Public Records and along the Southwesterly boundary of said lands described in Official Records Book 688, Page 1995, a distance of 770.51 feet to the most Northerly corner of said lands described in Deed Book 206, Page 520; thence South $53^{\circ}44'20''$ West, along the Northwesterly boundary of said last mentioned lands, a distance of 703.00 feet to a point situate in said Northeasterly right of way line of State Road No. 16 and/or Mill Creek Road; thence North $36^{\circ}16'19''$ West, along said Northeasterly right of way line, a distance of 100.00 feet; thence North $53^{\circ}44'20''$ East, a distance of 270.00 feet; thence North $36^{\circ}16'19''$ West, a distance of 260.00 feet; thence North $61^{\circ}15'40''$ West, a distance of 99.01 feet; thence

North $36^{\circ}16'19''$ West, a distance of 660.00 feet; thence North $11^{\circ}56'03''$ West, a distance of 54.65 feet; thence North $36^{\circ}16'19''$ West, a distance of 439.91 feet; thence South $18^{\circ}32'20''$ West, a distance of 294.58 feet to a point situate in said Northeasterly right of way line of State Road No. 16 and/or Mill Creek Road; thence North $36^{\circ}16'19''$ West, along said Northeasterly right of way line, a distance of 122.36 feet to a point situate in the Westerly boundary of those certain lands described in Official Records Volume 568, Page 119 of said Public Records; thence North $18^{\circ}32'20''$ East, along said Westerly boundary, a distance of 666.30 feet; thence North $42^{\circ}33'45''$ West, and continuing along the boundary of said last mentioned lands, a distance of 266.98 feet; thence North $17^{\circ}23'19''$ East, and continuing along the boundary of said last mentioned lands, a distance of 147.93 feet to a point situate in said Southwesterly right of way line of Interstate Highway No. 95; thence South $38^{\circ}29'40''$ East, along said Southwesterly right of way line, a distance of 194.87 feet to I-95 Station 8289+27.51, as shown on said right of way map Section 78080-2405; thence South $53^{\circ}29'40''$ East, and continuing along said Southwesterly right of way line, a distance of 502.28 feet to the POINT OF BEGINNING.

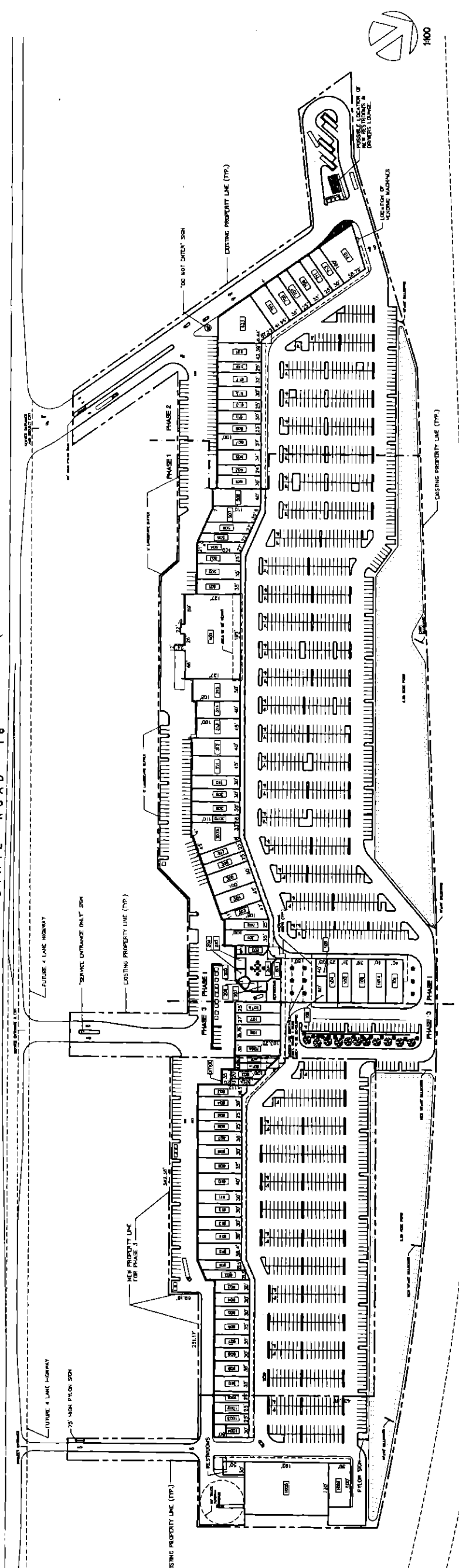
Containing 31.9492 acres, more or less.

Together with

A portion of Section 6, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at I-95 Station 8284+42.34 on the Southwesterly right-of-way line of Interstate Highway No. 95 (according to Florida Department of Transportation Right of Way Map, Section 78080-2405); thence North 53 degrees 29 minutes 40 seconds West, along said Southwesterly right-of-way line, 502.28 feet to an angle point in said right-of-way line; thence North 38 degrees 29 minutes 40 seconds West and continuing along last said line, 194.87 feet to a point situate in the Westerly boundary of those certain lands described in Official Records Book 568, Page 119 of said public records; thence South 17 degrees 23 minutes 19 seconds West, along last said line, 147.93 feet; thence South 42 degrees 33 minutes 45 seconds East and continuing along the Westerly boundary of said last mentioned lands, 266.98 feet; thence South 18 degrees 32 minutes 20 seconds West, along said last mentioned line, 666.30 feet to a point situate in the Northeasterly right-of-way line of State Road No. 16 and/or Mill Creek Road (a 200 foot right-of-way as now established); thence South 36 degrees 16 minutes 19 seconds East, along last said line, 1518.91 feet; thence North 53 degrees 44 minutes 20 seconds East, along the Northwesterly line of those certain lands described in Deed Book 208, Page 520 of the public records of said county, 230.83 feet to the POINT OF BEGINNING; thence continue North 53 degrees 44 minutes 20 seconds East, along last said line, 472.17 feet to the most Northerly corner of said Deed Book 208, Page 520; thence South 36 degrees 15 minutes 40 seconds East, along the Northeasterly line of said last mentioned lands and along the Northeasterly line of those certain lands described in Deed Book 204, Page 35 of said public records, 770.51 feet; thence South 53 degrees 22 minutes 18 seconds West, along the Northwesterly line of those certain lands described in Official Records Book 231, Page 678, of said public records, 402.87 feet; thence North 36 degrees 16 minutes 19 seconds West, 231.17 feet; thence South 53 degrees 22 minutes 18 seconds West, 69.17 feet; thence North 36 degrees 16 minutes 19 seconds West, 542.36 feet to the POINT OF BEGINNING.

Containing 8.000 acres, more or less.

STATE ROAD 18



INTERSTATE 95

1400

Alfonso Architects
100 Beach Street
Tampa, FL 33602

ST. AUGUSTINE
OUTLET CENTER
developed by
THE SEABLER COMPANY

PHASE 1, 2, & 3
LEASE PLAN
EXHIBIT 'A'

ACAD # 277-LPB100.3927	
12-3-92	GLR
92077.1	RMH

LP 1

PARKING DATA - PHASE 1, 2, & 3

PHASE NO.	PHASE 1	PHASE 2	PHASE 3	CUMULATIVE
TOTAL LEASABLE AREA	145,792 S.F.	145,792 S.F.	145,792 S.F.	145,792 S.F.
PARKING PROVIDED	778 SPACES	1185 SPACES	1185 SPACES	2968 SPACES
PARKING REQUIRED	1185 SPACES	1185 SPACES	1185 SPACES	3555 SPACES
TOTAL LEASABLE AREA	69,534 S.F.	69,534 S.F.	69,534 S.F.	208,602 S.F.
PARKING PROVIDED	0 SPACES	0 SPACES	0 SPACES	0 SPACES
PARKING REQUIRED	1185 SPACES	1185 SPACES	1185 SPACES	3555 SPACES
TOTAL LEASABLE AREA	348,858 S.F.	348,858 S.F.	348,858 S.F.	348,858 S.F.
PARKING PROVIDED	153 SPACES	153 SPACES	153 SPACES	469 SPACES
PARKING REQUIRED	1185 SPACES	1185 SPACES	1185 SPACES	3555 SPACES

LEGEND
 * DENOTES FIRE HALL
 [] DENOTES RETAIL BAY

TOTAL PROPOSED - PHASE 1, 2, & 3

LEASEABLE AREA = 348,858 S.F.

PROPOSED TENANT BREAKDOWN

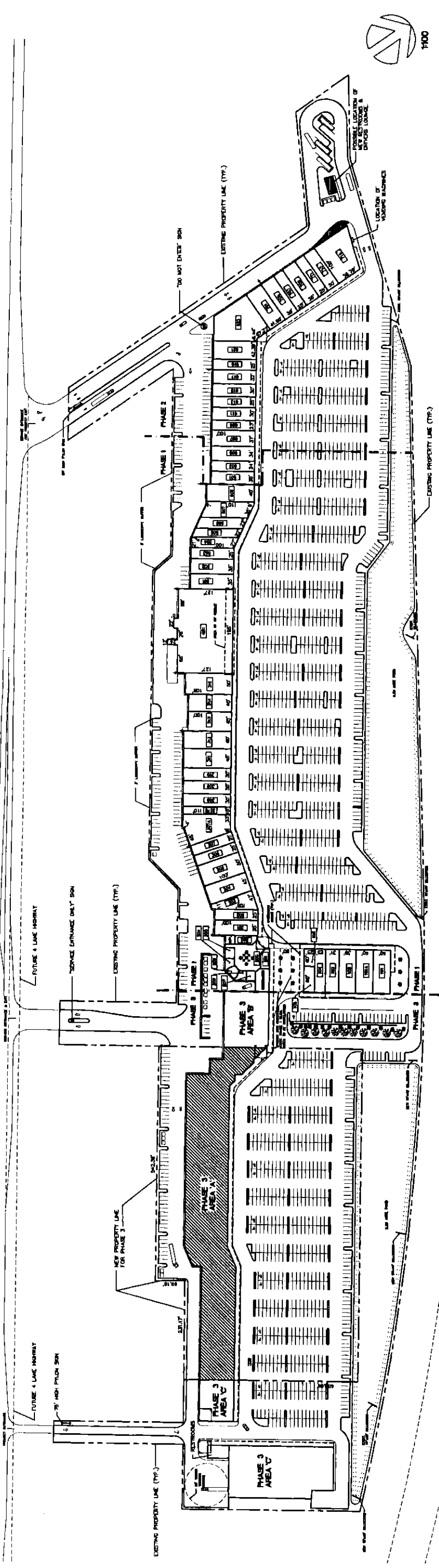
PHASE 1	PHASE 2	PHASE 3
SPACE NO.	SPACE NO.	SPACE NO.
SQ. FEET	SQ. FEET	SQ. FEET
SPACE NO.	SPACE NO.	SPACE NO.
SQ. FEET	SQ. FEET	SQ. FEET
LEASEABLE AREA = 145,792 S.F.	LEASEABLE AREA = 69,534 S.F.	LEASEABLE AREA = 113,522 S.F.

EXISTING TENANT BREAKDOWN

PHASE 1	PHASE 2
SPACE NO.	SPACE NO.
SQ. FEET	SQ. FEET
SPACE NO.	SPACE NO.
SQ. FEET	SQ. FEET
LEASEABLE AREA = 133,792 S.F.	LEASEABLE AREA = 69,534 S.F.
PARKING PROVIDED = 1700 SPA.	PARKING PROVIDED = 348 SPA.
PARKING REQUIRED = 1700 SPA.	PARKING REQUIRED = 348 SPA.

NOTE: PARKING FOR PHASE 2 AND PHASE 3 WAS BUILT UNDER PHASE 1.
 PHASE 1 AND PHASE 2 WERE BUILT UNDER PHASE 1.
 PHASE 3 WAS BUILT UNDER PHASE 1.

STATE ROAD 16



INTERSTATE 95

PHASE 3 BLDG. SQUARE FOOTAGE WITHIN ADDITIONAL 8 ACRE PARCEL

AREA 'A'	SHADED AREA INDICATES PHASE 3 BLDG. S.F. WITHIN THE ADDITIONAL 8 ACRE PARCEL = 70,633 BLDG. S.F.
AREA 'B'	PHASE 3 BLDG. S.F. NORTH OF THE 8 ACRE PARCEL = 13,169 BLDG. S.F.
AREA 'C'	REMAINING PHASE 3 BLDG. S.F. SOUTH OF THE 8 ACRE PARCEL = 35,720 BLDG. S.F.
TOTAL PHASE 3 BLDG. S.F.	119,522 BLDG. S.F.

PARKING DATA - PHASE 1, 2, & 3

PHASE NO.	PER PHASE	CUMULATIVE
TOTAL LEASABLE AREA	PHASE 1	PHASE 1
145,782 S.F.	145,782 S.F.	145,782 S.F.
PARKING REQUIRED	778 SPACES	778 SPACES
PARKING PROVIDED	1182 SPACES	1182 SPACES
PHASE NO.	PHASE 2	PHASE 1 & 2
TOTAL LEASABLE AREA	18,324 S.F.	214,376 S.F.
PARKING REQUIRED	348 SPACES	1077 SPACES
PARKING ADDED/PROV.	0 SPACES	1182 SPACES
PHASE NO.	PHASE 3	PHASE 1, 2, & 3
TOTAL LEASABLE AREA	119,522 S.F.	334,198 S.F.
PARKING REQUIRED	596 SPACES	1878 SPACES
PARKING ADDED/PROV.	653 SPACES	1931 SPACES

LEGEND
 - DENOTES FIRE WALL
 [] DENOTES RETAIL BAY

Alfonso Architects
 100 South Florida Street
 Tampa, Florida 33602
 813/281-3388

ST. AUGUSTINE
 OUTLET CENTER
 developed by
 THE REEBLER COMPANY

PHASE 1, 2, & 3
 DEVELOPMENTAL PLAN

ACAD # 277-LPB 100.3927

2-5-93 GLR
 92077.1 RMH

DEV 1

EXHIBIT D

ST. AUGUSTINE OUTLET CENTER-3 OFF-SITE ROAD IMPROVEMENTS TO SR 16

The following is a description of the proposed improvements to State Road 16 as detailed on the attached drawing from Waitz & Moye.

ENTRANCES TO CENTER:

- 1) The first, southern entry to the Center will be one-way for incoming customer traffic only.
- 2) The center entrance to the Center will be two-way for truck, deliveries only.
- 3) The last, northern entry is designated for the one-way exiting of customer vehicles, and a single one-way entry for truck delivery vehicles.

ROAD IMPROVEMENTS:

Extend the five lane segment of SR 16 north of the first entry to Station 20+00. This section will contain a 150 foot left turn stacking lane for southbound traffic and a taper in accordance with FDOT index 301.

North of Station 20+00, two additional lanes will be added to the existing road creating a four lane road beyond the north entrance to Station 43+00 where it will begin the transition back down to two lanes at Station 53+80.

Or such other design features and alternatives as are specified by FDOT through its normal access permit application, review, and approval process.



WALTZ & MOYE, INC.

2014 UNIVERSITY BOULEVARD WEST
JACKSONVILLE, FLORIDA 32217
PH. (904) 733-9344

ENGINEERING / PLANNING

ST. AUGUSTINE OUTLET CENTER
ST. JOHNS COUNTY, FLORIDA

NEW PLAN REALTY TRUST

STATE ROAD 18 IMPROVEMENTS

DATE: 1/7/20

APPROVED BY: _____
REGISTRATION NO.: 7594 DATE: _____

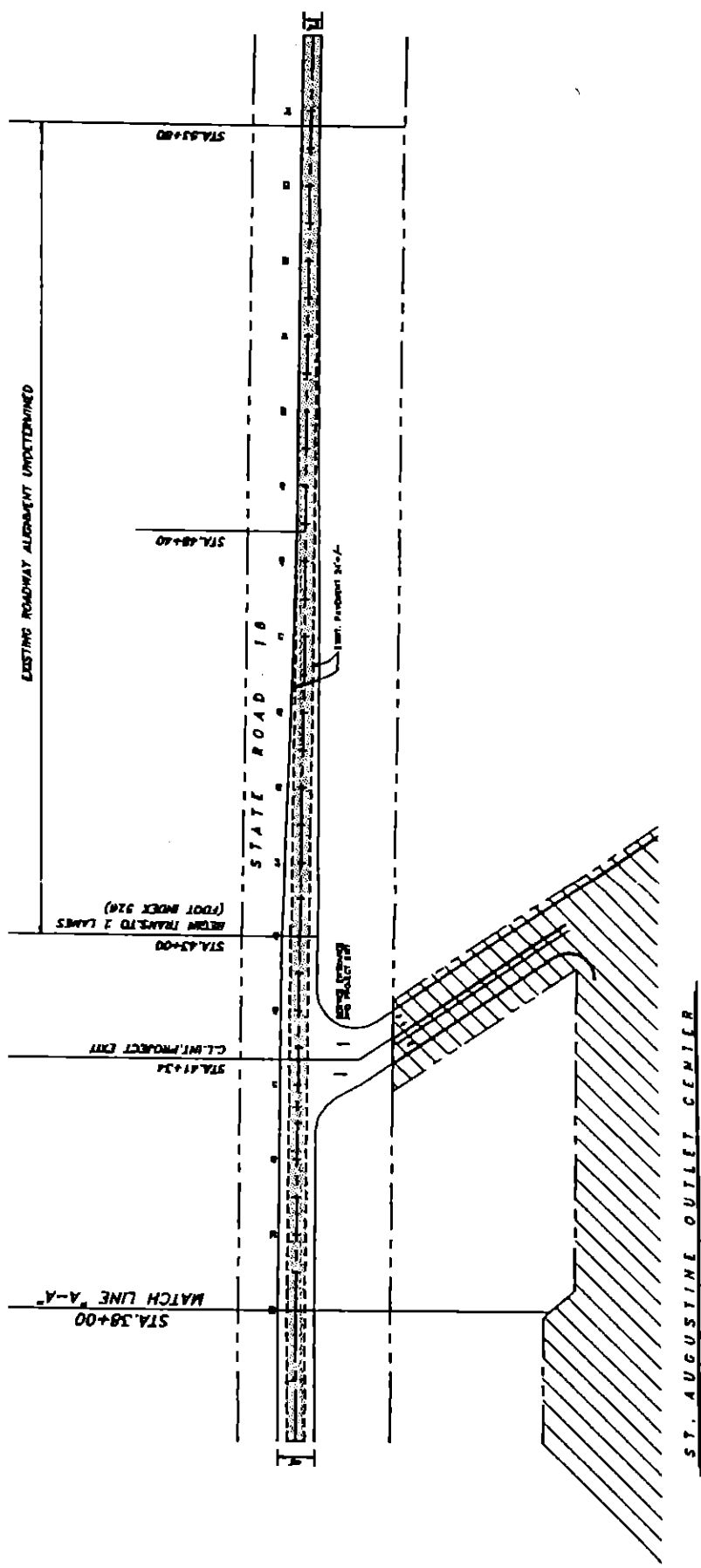
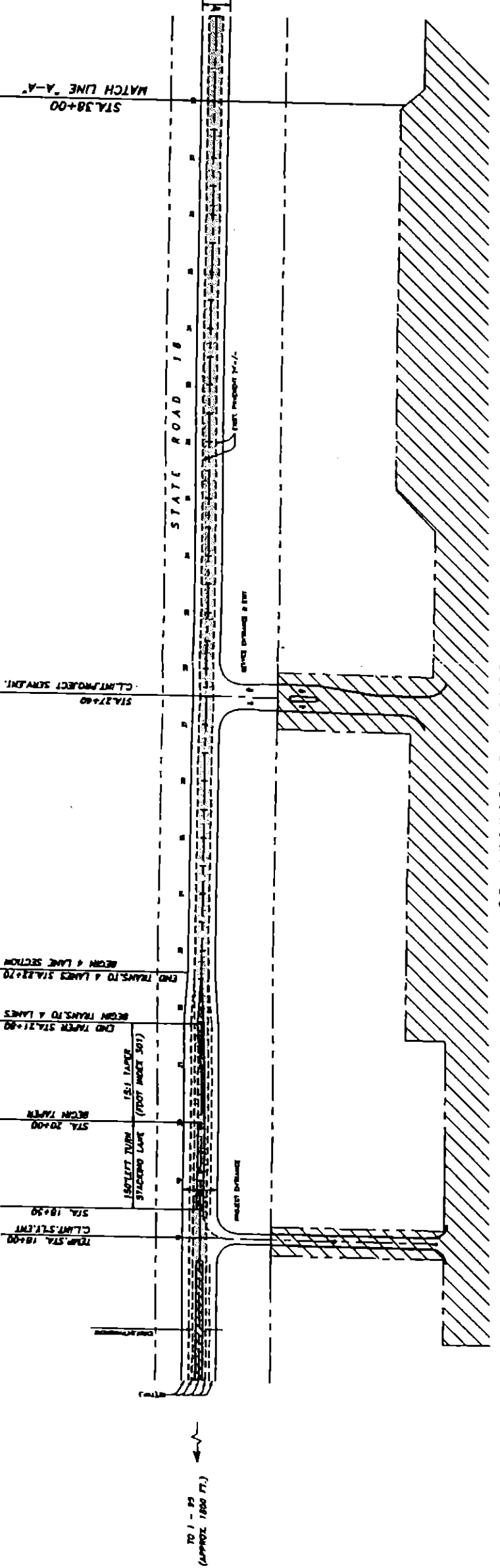
DESIGNED BY: _____

DRAWN BY: _____

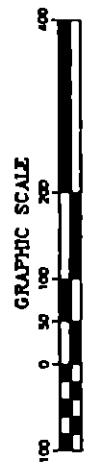
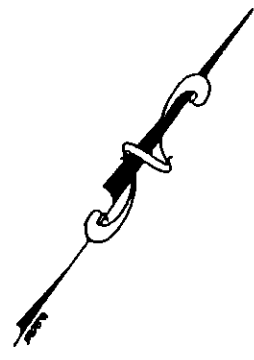
CHECKED BY: _____

MARK DATE BY

REVISIONS



DESIGN SPEED = 45 M.P.H.



St. Johns County, Florida
Concurrency Review Committee

TO: Mr. John W. Dawson
New Plan Realty Trust
1120 Avenue of the Americas
New York, NY 10036

No. 92-CD-66

RE: ST. AUGUSTINE OUTLET CENTER - PHASE III

Decision Granting Final Certificate of Concurrency

On January 13, 1993, the Concurrency Review Committee ("Committee") reviewed the application of Mr. John W. Dawson for a concurrency determination pursuant to Section 8, Concurrency Management Ordinance, St. Johns County Ordinance No. 91-7 ("Ord. No. 91-7"), for the property known as St. Augustine Outlet Center Phase III, as legally described on Exhibit A, attached hereto, incorporated, and made a part hereof.

Upon review of the application, supporting documents, reports of the evaluating departments, and the Growth Management Staff Report/Recommendation, dated 1/8/93 (Staff Report), the Committee decides as follows:

(1) The Committee adopts the Findings of Fact in the Staff Report, and the Findings of Fact are incorporated by reference and made a part hereof.

(2) The application for a concurrency determination is granted for the development of Phase III, St. Augustine Outlet Center, consisting of up to 116,000 square feet of commercial retail space, on the property described on Exhibit A and shown on Exhibit B (Tax Assessors Map), which exhibits are attached hereto,

incorporated and made a part hereof, pursuant to Section 8.2.2, Ord. No. 91-7, according to the provisions established in Section 8.2.2.3.1, as related to transportation, solid waste, and drainage; and Section 8.2.2.3.2, as related to potable water and sanitary sewer facilities and services, and the payment of applicable connection fees within 130 days of the issuance of the Certificate of Concurrence or within 30 days of the issuance of the Binding Letter of Development of Regional Impact Status (BLID) by the Department of Community Affairs, whichever occurs sooner, and conditioned upon the following:

1. The applicant and the Board of County Commissioners executing the Development Agreement relating to the four laning of S.R. 16; and
2. The applicant constructing and completing the four-laning of S.R. 16 from the west driveway of the existing St. Augustine Outlet Mall to its existing terminus of the four-lane section at C.R. 208, prior to the issuance of a Certificate of Occupancy for up to 116,000 square feet Mall addition; and
3. Compliance with all applicable federal, state, regional and local land development regulations in effect at the time of permitting.

The duration of the Certificate of Concurrence being as provided in Section 8.2.2.3 and its subparts, and Section 8.4, Ord. No. 91-7, The duration may be extended pursuant to Section 8.3.2, and Section 8.4, Ord.No. 91-7.

(3) This decision does not affect any other aspect of development and improvement standards or requirements, or any other aspect of the development of land or provision of public improvements subject to the County Land Development Regulations or Comprehensive Plan, or other County regulations, which shall be operative and remain in full force and effect without limitation with respect to all such development. See Section 4, Ord. No. 91-7.

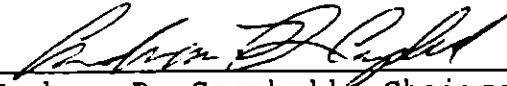
(4) The concurrency determination granted herein shall remain in effect for one (1) year, at which time it shall terminate, unless the applicant obtains a Final Development Order for horizontal or vertical construction within the year, then the Certificate of Concurrency shall remain in effect until the expiration of the Final Development Order to which it applies; or the Certificate of Concurrency is extended by a reservation of capacity pursuant to Section 8.3.2, and Section 8.4, Ord.No. 91-7.

(5) This decision may be appealed to the St. Johns County Board of County Commissioners. Any appeal must be filed with the Planning and Zoning Department within 15 days of the decision. See Section 11.1, Ord. No. 91-7. The notice of appeal must include the information required in Section 11.1.2, Ord. No. 91-7. See Section 11, Ord. No. 91-7.


(6) A Certificate of Concurrency does not relieve the applicant from applying for other applicable permits nor does the Certificate of Concurrency guarantee the granting of other applicable permits, rezonings, variances, or exceptions.

(7) This decision shall serve as the Final Certificate of Concurrency to be issued by the Planning Department pursuant to Section 7.6.2, Ord. No. 91-7.

Dated this 19th day of January, 1993.



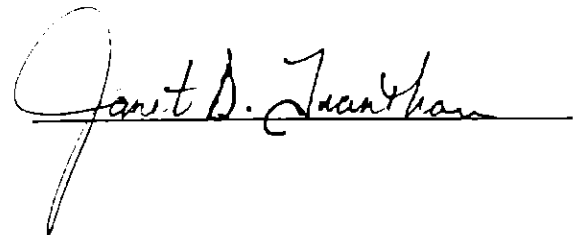
Andrew D. Campbell, Chairman
Concurrency Review Committee



Jerry Napier, Director
St. Johns County Planning
and Zoning Department

Certificate of Service

A copy of the foregoing has been provided to Mr. John W. Dawson, New Plan Realty Trust, 1120 Avenue of the Americas, New York, NY 10036, by U.S. Mail, certified with return receipt requested, and to Mr. John D. Bailey, Jr., Esq., Upchurch, Bailey and Upchurch, P.A., P.O. Drawer 3007, St. Augustine, FL 32085-3007, and Mr. Bob Yankanich, Retail Development Services, P.O. Box 41813, St. Petersburg, FL 33743, by U.S. Mail, this 19th day of January, 1993.



Janet D. Tranter

c:CRDC124.WPF

EXHIBIT

"A"

A portion of Section 6, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at I-95 Station 8284+42.34 on the Southwesterly right of way line of Interstate Highway No. 95 (according to Florida Department of Transportation Right of Way Map, Section 78080-2405); thence North $53^{\circ}29'40''$ West, along said Southwesterly right of way line, 502.28 feet to an angle point in said right of way line; thence North $38^{\circ}29'40''$ West and continuing along last said line, 194.87 feet to a point situate in the Westerly boundary of those certain lands described in Official Records Book 568, Page 119 of said Public Records; thence South $17^{\circ}23'19''$ West, along last said line, 147.93 feet; thence South $42^{\circ}33'45''$ East and continuing along the Westerly boundary of said last mentioned lands, 266.98 feet; thence South $18^{\circ}32'20''$ West, along said last mentioned line, 666.30 feet to a point situate in the Northeasterly right of way line of State Road No. 16 and/or Mill Creek Road (a 200 foot right of way as now established); thence South $36^{\circ}16'19''$ East, along last said line, 1518.91 feet; thence North $53^{\circ}44'20''$ East, along the Northwesterly line of those certain lands described in Deed Book 208, Page 520 of the Public Records of said County, 230.83 feet to the POINT OF BEGINNING; thence continue North $53^{\circ}44'20''$ East, along last said line, 472.17 feet to the most Northerly corner of said Deed Book 208, Page 520; thence South $36^{\circ}15'40''$ East, along the Northeasterly line of said last mentioned lands and along the Northeasterly line of those certain lands described in Deed Book 204, Page 35 of said Public Records, 770.51 feet; thence South $53^{\circ}22'18''$ West, along the Northwesterly line of those certain lands described in Official Records Book 231, Page 678 of said Public Records, 402.87 feet; thence North $36^{\circ}16'19''$ West, 231.17 feet; thence South $53^{\circ}22'18''$ West, 69.17 feet; thence North $36^{\circ}16'19''$ West, 542.36 feet to the POINT OF BEGINNING.

Containing 8.000 acres, more or less.

EXHIBIT

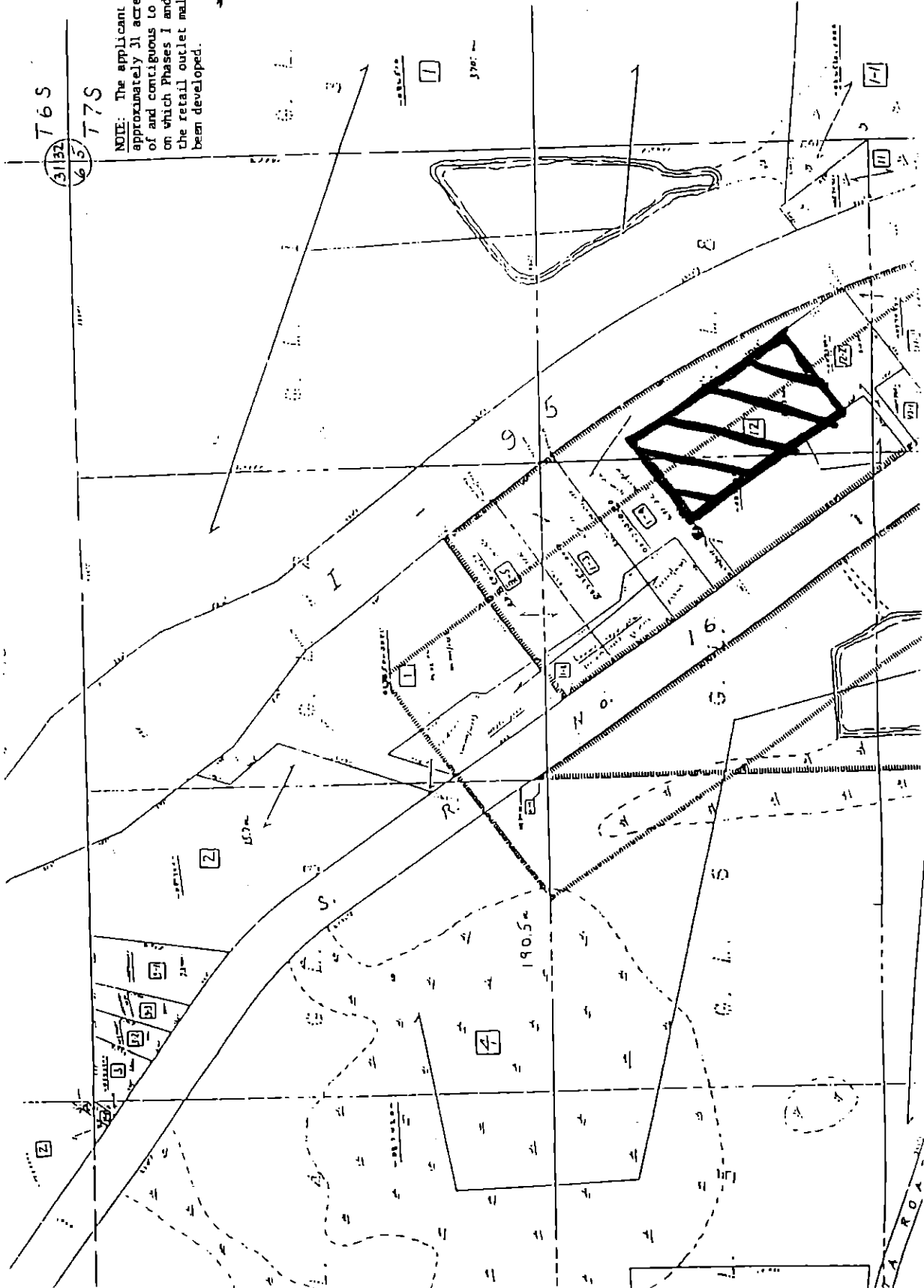
"A"

EXHIBIT "B"

Sheet 4E/6N

31132
65
T6S
T7S

NOTE: The applicant owns approximately 31 acres North of and contiguous to the site on which Phases I and II of the retail outlet mall have been developed.



Alfonso Architects

109 Brush Street
Tampa, Florida 33602
Ph 815 221 3599
Fax 815 229 2747

Mr. Keith Bricklemyer
Honigan Miller Schwartz & Cohn
2700 Landmark Centre
401 East Jackson Street
Tampa, Florida 33602

December 29, 1992

Re: **St. Augustine Outlet Center**
AAI # 92077.10

Dear Mr. Bricklemyer,

This is to confirm that the proposed off-site roadway improvements for the above referenced project shall total approximately \$160,000.00

Should you have further questions, please feel free to call me.

Thank you,

Alfonso Architects, Inc.


Gregg L. Ruvolo
Project Manager

GLR/mw

cc: Bob Yankanich - Retail Development Services

glt\92077.102

Post-It™ brand fax transmittal memo 7871 # of pages >

To: Keith Bricklemyer	From:
Co.	Co.
Dept. 12-20-92	Ph:

EXHIBIT "F"

EXHIBIT G

IMPROVEMENTS PROPOSED FOR IMPACT FEE CREDITS

1. Signalization and geometric improvements at the I-95 and SR16 east and west ramps.
2. The Required Improvements.