

RESOLUTION NO. 203-78

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 PANTHEON LAND GROUP, LLC AND HIDEAWAY AT OLD MOULTRIE, LLC

WHEREAS, PANTHEON LAND GROUP, LLC ("PANTHEON") and HIDEAWAY AT OLD MOULTRIE, LLC ("HIDEAWAY") are the Developers of certain lands contained within the Old Moultrie Office Complex and The Hideaway at Old Moultrie (the Projects) as described and approved in St. Johns County Ordinance Nos. \_\_\_\_\_ and \_\_\_\_\_; and Section # 13 of St. Johns County Ordinance No. 87-57, as amended, St. Johns County Impact Fee Ordinance ("Impact Fee Ordinance") allows for impact fee credits to be granted by the Board of County Commissioners for the improvements made as identified within the Concurrency and Impact Fee Agreement attached hereto and incorporated herein; and

WHEREAS, in accordance with the County Road Impact Fee Ordinance, PANTHEON and HIDEAWAY are entitled to certain impact fee credits for certain improvements.

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 Concurrency and Impact Fee Credit Agreement with PANTHEON and HIDEAWAY substantially in the form of that which is attached hereto and incorporated herein by reference for those improvements 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 15 day of April, 2003.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

James L. Bryant  
Its Chairman

ATTEST:

CHERYL STRICKLAND, CLERK

By Stacia A. Grande  
Deputy Clerk

RENDITION DATE 4-17-03

CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT

THIS CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT (the "Agreement"), is made as of this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between PANTHEON LAND GROUP, LLC, its successors, or assigns ("PANTHEON"), HIDEAWAY AT OLD MOULTRIE, LLC, its successors, or assigns ("HIDEAWAY"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida (the "COUNTY").

**WITNESSETH:**

WHEREAS, PANTHEON is the owner of the land described in Exhibit "A" attached hereto (the "PANTHEON Property"), which is the subject of a proposed rezoning application to change the current zoning category to Commercial Neighborhood and which is the subject of certain development applications for the development known as the Old Moultrie Office Complex (the "PANTHEON Development Applications"); and

WHEREAS, HIDEAWAY is the owner of the land described in Exhibit "B" attached hereto (the "HIDEAWAY Property"), which is the subject of a rezoning application to change the present zoning category to Planned Unit Development for the development of a project known as The Hideaway at Old Moultrie (the "HIDEAWAY Proposed PUD Ordinance"); and

WHEREAS, PANTHEON proposes to develop the PANTHEON Property which consists of approximately 9.87 acres on which are to be constructed up to 75,200 gross square feet of office use, and HIDEAWAY proposes to develop the HIDEAWAY Property which consists of approximately 39.6 acres on which are to be constructed up to 126 single-family residential units. Each Property will contain associated retention areas, roadways and common areas as may be approved in the respective PANTHEON Development Applications and HIDEAWAY Proposed PUD Ordinance; however, PANTHEON and HIDEAWAY seek by this

Agreement to obtain a determination by the COUNTY that adequate public facilities and services are available (“Concurrency”) for each of their developments on the PANTHEON Property and HIDEAWAY Property, respectively, as further described herein;

**WHEREAS**, at the time of the applications for certificates of concurrency filed by PANTHEON and HIDEAWAY with respect to each of their respective developments, there was inadequate traffic capacity at the intersection of County Road 5A and State Road 312 to accommodate the total development proposed to be constructed by PANTHEON and/or HIDEAWAY;

**WHEREAS**, PANTHEON and HIDEAWAY seek by this Agreement to obtain certificates of concurrency benefiting each of their respective properties for up to 75,200 gross square feet of office development on the PANTHEON Property and 126 single-family residential units on the HIDEAWAY Property (“Concurrency Development”);

**WHEREAS**, PANTHEON and HIDEAWAY seek by this Agreement to set forth their obligations regarding improvements for the intersection of County Road 5A and State Road 312;

**WHEREAS**, Pursuant to the County requirements of the Land Development Code (“LDC”), PANTHEON and/or HIDEAWAY are making improvements to the intersection of County Road 5A and State Road 312, which are recognized as meeting the requirements for Road Impact Fee Credits, as defined herein below;

**WHEREAS**, St. Johns County Road Impact Fee Ordinance #87-57, as amended, allows impact fee credits to be granted for certain improvements (“Road Impact Fee Credits”).

**WHEREAS**, PANTHEON and HIDEAWAY wish to enter into this Agreement to set forth the conditions under which a Final Certificate of Concurrency, as that term is defined in the LDC, for traffic impacts may be issued to each development, set forth the prepayment of road

impact fees ("Road Impact Fees") for the Developments, and pursuant to the terms of Ordinance #87-57, as amended, set forth the terms and conditions upon which Road Impact Fee Credits shall be available and utilized in consideration of certain improvements to be constructed by PANTHEON and HIDEAWAY;

**WHEREAS**, the COUNTY has entered into this Agreement for a term of three (3) years beginning upon the full execution of this Agreement in consideration of the commitment by PANTHEON and HIDEAWAY to construct certain transportation improvements;

**WHEREAS**, the improvements to be constructed by PANTHEON and HIDEAWAY will advance the implementation of the COUNTY's adopted Traffic Circulation Element as contained within the 2015 EAR-based Amendments to St. Johns County Comprehensive Land Use Plan;

**WHEREAS**, the COUNTY deems it to be in the public interest to recognize the contributions of PANTHEON and HIDEAWAY in improving the transportation system;

**WHEREAS**, the COUNTY has determined that PANTHEON and HIDEAWAY are making binding commitments for themselves and their successors and assigns in the PANTHEON Property and the HIDEAWAY Property to St. Johns County to build the transportation facilities necessary to accommodate the impacts of the Concurrency Development pursuant to Section 11.03.06.C.3 of the LDC;

**WHEREAS**, PANTHEON and HIDEAWAY desire to make these binding commitments to construct the necessary public facilities to achieve available capacity pursuant to Section 11.03.01 A.2 of the LDC.

**WHEREAS**, the LDC, as amended from time to time, allows the COUNTY's execution of such Agreement;

**WHEREAS**, such Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development;

**WHEREAS**, PANTHEON and HIDEAWAY will each be required to pay Road Impact Fees for roads in connection with occupancy of construction offices, sales centers, or both on the Concurrency Development. As a result, PANTHEON and HIDEAWAY are “fee payers” as defined in Ordinance #87-57, as amended, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee credits to fee payers under certain circumstances; and

**WHEREAS**, a commitment to construct the improvements to the intersection of County Road 5A and State Road 312 contemplated to be funded by PANTHEON and HIDEAWAY is necessary for PANTHEON and HIDEAWAY to obtain Final Certificates of Concurrency for the Concurrency Development; and

**WHEREAS**, the parties wish to specify the value of PANTHEON’s and HIDEAWAY’s contribution to the intersection of County Road 5A and State Road 312 improvements as calculated under Ordinance 87-57, as amended; and

**WHEREAS**, the parties wish to provide a mechanism for the management of the Road Impact Fee Credits to which PANTHEON and HIDEAWAY shall become entitled by the terms hereof; and

**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:

1. **Findings of Fact**

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. **Purpose.**

The purpose of this Agreement is:

- a. to grant any owner of the HIDEAWAY Property and/or the PANTHEON Property, or any portion thereof, traffic concurrency (as provided for in Concurrency Certificate No. CONMAJ 2002-18 (the "PANTHEON Certificate") and Concurrency Certificate No. CONMAJ 2002-10 (the "HIDEAWAY Certificate") as required for the construction of any portion or all of the respective portions of the Concurrency Development authorized by this Agreement at any time during the term of this Agreement, as this Agreement may be amended or extended from time to time, subject to compliance with the terms and conditions of this Agreement, the Concurrency Certificates and the proposed Ordinances, as appropriate, by PANTHEON and HIDEAWAY;
- b. to set forth the agreed upon value of PANTHEON's and HIDEAWAY's contributions to the County transportation system as they qualify for Road Impact Fee Credits under, and as may be limited by, Ordinance 87-57, as amended; and
- c. to establish a procedure for processing and accounting for such Road Impact Fee Credits.

3. **Densities and Intensities Statement.**

The Development Applications submitted concurrently with the proposed PANTHEON Rezoning contemplate 75,200 gross square feet of office development (the "PANTHEON

Proposed Development”). The HIDEAWAY Proposed PUD Ordinance provides for 126 single-family residential units.

Amendments to the PANTHEON Proposed Development or the HIDEAWAY Proposed PUD Ordinance from time to time, which do not increase the transportation impacts beyond the development intensities proposed or allowed therein or the equivalent thereof as identified in the traffic impact analysis report submitted in support of the PANTHEON Proposed Development or HIDEAWAY Proposed PUD Ordinance, and the requests for concurrency, shall not affect the validity or vary the terms of this Agreement. If the PANTHEON Proposed Development or HIDEAWAY Proposed PUD Ordinance is amended in such a way as to increase such transportation impacts as set forth herein, this Agreement shall not be effective only as to the incremental development causing the increased impacts, but such incremental development shall not limit or impair any rights, privileges and benefits afforded by this Agreement.

4. **PANTHEON and HIDEAWAY Obligations and Consideration.**

PANTHEON and HIDEAWAY hereby covenant and agree to construct or cause to be constructed improvements to the intersection of County Road 5A and State Road 312, which include adding a second northbound left-turn lane on County Road 5A and adding an eastbound right lane on State Road 312 and modifying the signalization at the intersection, all as more particularly detailed in the Conceptual Design attached as “Exhibit C” (the “Roadway Improvements”). The estimated cost of the Roadway Improvements is \$365,948.86, for which Road Impact Fee credits will be granted in accordance with Paragraph 10.a hereof. In no event shall the COUNTY be responsible to pay for any part of the actual cost of the Roadway Improvements contemplated by this Agreement. Construction of the Roadway Improvements contemplated herein shall commence within twenty-four (24) months of the executed date of this

Agreement and be completed within one (1) year after commencement. In the event PANTHEON's Development Application is denied, and HIDEAWAY Proposed PUD Ordinance is approved, HIDEAWAY shall assume all obligations and responsibilities provided for herein. In the event the HIDEAWAY Proposed PUD Application is denied and the PANTHEON Development Application is approved, PANTHEON shall assume all obligations and responsibilities provided for herein. In the event both the PANTHEON Development Application and the HIDEAWAY Proposed PUD Ordinance are denied, this Agreement shall terminate and have no further force or effect.

**5. Financial Security.**

No later than 30 days after the final approval of the PANTHEON Development Application and the HIDEAWAY Proposed PUD Ordinance, PANTHEON and HIDEAWAY, each shall post a performance bond or other security to the COUNTY in the amount of \$182,974.43<sup>a</sup> each for the Roadway Improvements in a form reasonably acceptable to the COUNTY, and which bonds shall be renewable by PANTHEON and HIDEAWAY, as may be necessary to ensure the completion of construction of the Roadway Improvements outstanding from time to time to the extent allowed by Contract or Law. If PANTHEON's Development Application is denied, and the HIDEAWAY Proposed PUD Ordinance is approved, HIDEAWAY shall assume full responsibility for PANTHEON's obligations under this Agreement. If the HIDEAWAY Proposed PUD Ordinance is denied and the PANTHEON Development Application is approved, PANTHEON shall assume HIDEAWAY's obligation under this Agreement. In the event both the PANTHEON Development Application and the HIDEAWAY Proposed PUD Ordinance are denied, this Agreement shall become null and void

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<sup>a</sup> The amount indicated may be adjusted to reflect the signed and sealed cost estimates provided at the time of construction plan approval.



and have no further force or effect. The condition of the bonds shall be the completion of PANTHEON's and HIDEAWAY's joint and several responsibility under this Agreement. PANTHEON and HIDEAWAY may proceed with Construction Plan/Subdivision Plat Approvals upon posting the bond. Upon satisfactory completion of the Roadway Improvements, the COUNTY shall authorize the release of the performance bonds, pursuant to LDC Section 6.04.08. If both PANTHEON and HIDEAWAY shall materially default under the terms hereof, such sums shall be payable to the COUNTY on thirty (30) days' notice and right to cure, to apply to the completion of the Roadway Improvements contemplated by this Agreement. PANTHEON and/or HIDEAWAY may proceed with construction plan approval and/or subdivision plat approval once the Bonds contemplated herein are posted. PANTHEON may seek to apply its Road Impact Fee Credits to extend the PANTHEON Final Certificate of Concurrency and HIDEAWAY may seek to apply its Road Impact Fee Credits to extend the HIDEAWAY Final Certificate of Concurrency.

**6. COUNTY Obligations.**

By executing this Agreement, the COUNTY hereby authorizes this Agreement to be used as a basis for granting concurrency for the Concurrency Development as provided for in Article XI of the LDC. This authority extends, however, only to the authority contemplated by Article XI of the LDC and neither expressly nor impliedly relieves PANTHEON or HIDEAWAY of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by this Agreement.

7. **Authority and Duration.**

This Agreement is made and granted pursuant to the St. Johns County Land Development Code as it may be amended from time to time, and is effective from the date of the full execution of this Agreement through the expiration of the Final Certificate of Concurrence, unless otherwise extended by extension of the Final Certificates of Concurrence or by agreement of the parties hereto. In the event either or both Final Certificates of Concurrence are extended, the duration of this Agreement shall also be extended.

8. **Extension of Agreement; Subsequent Change.**

The duration of this Agreement may be extended by the COUNTY. If the COUNTY modifies its LDC with respect to the Concurrence Management System (the "Concurrence Provision") subsequent to the execution of this Agreement, or if a change in circumstances such that the intersection improvements do not represent the best method for increasing capacity, the parties may renegotiate the terms of this Agreement. Provided, however, no such modification of the Concurrence Provision or any other land development regulation shall be applied in a manner that operates to prevent the land uses, intensities and density in the land development of the PANTHEON Property and/or the HIDEAWAY Property as would be permitted by this Agreement hereunder in its entirety under the Concurrence Management System in effect as of the date of the execution of this Agreement, unless the Board of County Commissioners demonstrates that compliance with the Concurrence Provision or land development regulation is essential to the public health, safety, or welfare of the citizens of St. Johns County.

9. **Necessity to Obtain Permits.**

PANTHEON and HIDEAWAY hereby acknowledge their obligation to obtain all necessary local development permits which may be needed for development of their respective

Property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of their respective Property shall not relieve PANTHEON or HIDEAWAY or any successor or assign of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable. In the event PANTHEON and/or HIDEAWAY encounter unanticipated delays in obtaining the required permits, or are unable to obtain the required permits, the COUNTY will not unreasonably deny, upon a showing of good cause, a request to extend the timeframes for completion of the Road Improvements contemplated herein.

**10. Impact Fees.**

Pursuant to Ordinance #87-57, as amended, 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, to pay a 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 in St. Johns County.

Pursuant to the requirements of the Agreement, PANTHEON and HIDEAWAY have agreed to fund Roadway Improvements. PANTHEON and HIDEAWAY have requested, and the COUNTY has agreed to provide to PANTHEON and HIDEAWAY, certain credits against the payment of Road Impact Fees based upon the total value of the off site Roadway Improvements as follows:

a. Amount. Pursuant to Section 13 of Ordinance #87-57, as amended, the parties have agreed that the value of the Roadway Improvements are estimated to be \$365,948.86, as detailed in Exhibit "D," attached hereto. The total Road Impact Fee Credits available shall be limited to the amount of Road Impact Fees due for the Concurrency

Development. The Road Impact Fee Credits shall be allocated in the amount of up to but not exceeding \$182,974.43 to PANTHEON and up to but not exceeding \$182,974.43 to HIDEAWAY. The design on which the cost estimate is based may be subject to changes for reasons beyond the control of PANTHEON and/or HIDEAWAY. In the event the cost of the improvements contemplated by this Agreement differ from the estimate detailed in Exhibit "D," due to such design changes, any party hereto may seek an amendment upon the occurrence of such design changes of the Road Impact Fee credit agreement amount to appropriately reflect such design changes.

b. Method of Issuance. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings or commercial improvements within the Concurrency Development shall pay an amount equal to the amount due under Ordinance #87-57, as amended, directly to PANTHEON or HIDEAWAY, as applicable. So long as the total Road Impact Fees for which either PANTHEON or HIDEAWAY have issued vouchers under this Agreement is, in the aggregate, an amount less than or equal to \$182,974.43 each, PANTHEON or HIDEAWAY, as appropriate, shall then issue to such Fee Payer a voucher, in the form attached hereto as Exhibit "E," evidencing full payment of the Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The Fee Payer shall present the voucher to the COUNTY, as evidence of payment in full of the Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The voucher issued by PANTHEON or HIDEAWAY, as appropriate, shall contain a statement setting forth the amount of the Road Impact Fee paid by such Fee Payer to either PANTHEON or HIDEAWAY. Upon presentation of such voucher by the Fee Payer, the COUNTY shall deduct the amount of the voucher from the

amount of Road Impact Fee Credits that remain unused pursuant to the allocation provided in paragraph 10a. above, as appropriate.

c. Sale of Development. In the event that PANTHEON or HIDEAWAY may determine to sell all or part of their respective Property, each or the other may sell, transfer, assign, or convey all or part of their respective allocation of Road Impact Fee Credit to such purchaser, transferee, assignee or grantee for use only within their respective portions of the Concurrency Development for such consideration as PANTHEON or HIDEAWAY, as applicable, in its sole discretion, determines. In such event, PANTHEON or HIDEAWAY, as applicable, shall execute and deliver to the COUNTY, a copy of the instrument selling, transferring, assigning or granting their allocation of the Road Impact Fee Credit, or portion thereof, and a confirmation of the remaining amount of the Road Impact Fee Credit, if any, which shall remain vested in PANTHEON and/or HIDEAWAY. 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.

d. Annual Accounting. On or before January 31 of each year, so long as there remains any Road Impact Fee Credit, each of PANTHEON and HIDEAWAY shall prepare and deliver to the County Planning Division an annual report setting forth the amount of the Road Impact Fee payments made by the Fee Payers and the remaining balance of Road Impact Fee Credits. In no event shall PANTHEON or HIDEAWAY grant, assign, sell or transfer any Road Impact Fee Credits for an amount in excess of the amount of the then current Road Impact Fees otherwise due from PANTHEON or HIDEAWAY.

e. Completion. Construction of the Roadway Improvements contemplated herein shall commence within twenty-four (24) months of the effective date and be completed within one (1) year after commencement. At such time as the Road Impact Fee Credit provided for hereunder has been exhausted, PANTHEON, HIDEAWAY or the Fee Payers seeking building permits or certificates of occupancy within the Concurrency Development shall pay to the COUNTY the Road Impact Fees in such amount as may be due and payable, if any, under Ordinance #87-57, as amended.

f. Limitations on Amount/Assignability/Use. In no event shall PANTHEON or HIDEAWAY sell, transfer, assign or convey all or part of the Road Impact Credits outside the Old Moultrie Office Complex Development or the Hideaway at Old Moultrie PUD, respectively, without the approval of the COUNTY, which approval shall not be withheld to successors in title to such properties or portions thereof. Further, each of PANTHEON and HIDEAWAY acknowledges that the total amount of such Road Impact Fee Credits may be further limited by Section 13 of Ordinance #87-57, as amended, and in effect at the time this Agreement becomes effective and each of PANTHEON AND HIDEAWAY covenants and agrees that it will not challenge by any judicial proceeding the interpretation of the County Attorneys' office that the Road Impact Fee Credits identified or granted by this Agreement as to each individual project within the Hideaway at Old Moultrie PUD Development and/or Old Moultrie Office Complex Development are limited to the extent and/or amount of Road Impact Fees which are due or become due from those individual projects. Road Impact Fee Credits can be applied to extend the Final Certificates of Concurrency.

11. Remedies and Monitoring.

a. If either PANTHEON, HIDEAWAY or COUNTY fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available

at law or in equity, including the remedies of specific performance and all forms of injunctive relief.

b. Beginning on January 31, 2004 and continuing annually thereafter, PANTHEON and HIDEAWAY shall provide to the COUNTY a written and accurate status report, which shall include, but not be limited to, a description of the development activity during the preceding year and establishing compliance with the terms and conditions of this Agreement.

**12. Future Impact Fee Levys, Assessments, and Refunds.**

a. Nothing in this Agreement shall be deemed to require the COUNTY to continue to levy or collect Road Impact Fees, or, if levied, to levy them for any certain amount.

b. Notwithstanding any other provision in this Agreement, no land, except that zoned as Hideaway at Old Moultrie PUD and/or Old Moultrie Office Complex, shall be, implicitly or explicitly, considered approved for concurrency, approved for Development as defined in §380.04, Florida Statutes (2002), rezoned, or have an amended Comprehensive Plan Future Land Use Category, by virtue of this Agreement.

**13. Binding Effect.**

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

**14. Applicable Law; Jurisdiction of Venue.**

This Agreement, and the rights and obligations of the COUNTY, PANTHEON and HIDEAWAY hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. If any provision of this 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 Agreement shall

be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the development contemplated by this Agreement shall not relieve PANTHEON or HIDEAWAY, or their successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of the PANTHEON Property or HIDEAWAY Property, respectively, or any portion thereof to the extent allocated in such mortgage.

**15. Joint Preparation.**

Preparation of this 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.

**16. Exhibits.**

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

**17. Captions or Paragraph Headings.**

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

**18. Counterparts.**

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

**19. Effective Date.**



This Agreement shall become effective on the date (“Effective Date”) the last party to this Agreement signs.

**20. Amendment.**

This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the LDC.

**21. Duration of Permits.**

Developer acknowledges except for the extension of the concurrency reservation of transportation capacity as hereinabove enumerated, this Agreement does not extend the duration of any other permits or approvals.

**22. Further Assurances.**

Each of the parties hereto agrees, to the extent permitted by law, 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 Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the COUNTY, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

**23. Notices.**

Any notices or reports required by this 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 PANTHEON:

Shriram S. Marathe  
PANTHEON LAND GROUP, LLC  
240 South Park Circle East  
St. Augustine, FL 32086

James E. Farah, Esquire  
Farah Law Group, P.A.  
3060 Mercury Road, Suite 101  
Jacksonville, FL 32207

For HIDEAWAY:

James R. Young  
Hideaway at Old Moultrie, LLC  
9471 Baymeadows Road, Ste. 403  
Jacksonville, FL 32256

Terry A. Moore, Esquire  
Akerman Senterfitt  
50 North Laura Street  
Suite 2500  
Jacksonville, Florida 32202-3646

With a copy to:

Susan S. Bloodworth, Attorney at Law  
Rogers, Towers, Bailey, Jones & Gay  
P.O. Box 3504  
St. Augustine, FL 32085-3504

**24. Miscellaneous Provisions:**

a. This Agreement, and any Exhibits 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.

b. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder.

c. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.

d. Once the performance bonds have been posted pursuant to Paragraph 5 above, the obligations of the COUNTY hereunder with respect to the issuance of the Road Impact Fee Credits granted herein shall survive the termination of this Agreement and shall continue for so

long as there remain any unused Road Impact Fee Credits, pursuant to the allocation provided in Paragraph 10a. above.

e. Nothing in this Agreement shall act to allow either PANTHEON and/or HIDEAWAY to receive Road Impact Fee Credits for contributions provided by a government entity including, but not limited to, a Community Development District.

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

Witness:

PANTHEON LAND GROUP, LLC.

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

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

Name: Shriram S. Marathe  
Its: Managing Member

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

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

Witness:

HIDEAWAY AT OLD MOULTRIE, LLC

By: Young Land Group, Inc.  
Its: Managing Member

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

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

Name: James R. Young  
Its: President

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

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

ST. JOHNS COUNTY, FLORIDA

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

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

Name: Ben W. Adams, Jr.  
County Administrator

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2003, by Shriram S. Marathe, as the Managing Member of PANTHEON LAND GROUP, LLC, on behalf of the LLC. He has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2003, by James R. Young, the President of YOUNG LAND GROUP, INC, the Managing Member of HIDEAWAY AT OLD MOULTRIE, LLC, on behalf of the LLC. He has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2003, by Ben W. Adams, Jr., on behalf of St. Johns County. He has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

Oct 18 02 10:26a

Connolly &amp; Wicker Inc.

(904)241-1126

P. 2

## DESCRIPTION BY SURVEYOR

A PARCEL OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST ST. JOHNS COUNTY, FLORIDA LYING EAST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY AND WEST OF OLD MOULTRIE ROAD AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE S 04°39'56" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 1554.11 FEET; THENCE N 87°42'13" E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1798 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA 867.55 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE S 03°06'55" E, 741.95 FEET; THENCE N 87°42'13" E, 434.87 FEET; THENCE N 15°42'18" E, 45.24 FEET; THENCE N 53°18'45" W, 38.90 FEET; THENCE N 167°4'42" W, 119.24 FEET; THENCE N 04°16'58" E, 34.87 FEET; THENCE N 15°42'18" E, 45.24 FEET; THENCE S 66°27'54" E, 89.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD; THENCE N 02°28'29" W ALONG SAID WEST RIGHT-OF-WAY LINE 100.01 FEET; THENCE S 86°49'17" W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 OF SAID PUBLIC RECORDS A DISTANCE OF 250.00 FEET; THENCE N 03°11'48" W ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 OF SAID PUBLIC RECORDS 250.00 FEET; THENCE N 86°49'25" E ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 A DISTANCE OF 184.20 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 A DISTANCE OF 184.20 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3852.48 FEET; A CENTRAL ANGLE OF 03°05'43". AN ARC LENGTH OF 208.12 FEET AND A CHORD LENGTH AND BEARING OF 209.09 FEET - N 02°06'14" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 208.12 FEET; THENCE S 87°42'13" W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1798 OF SAID PUBLIC RECORDS 397.01 FEET; THENCE S 12°11'59" E, 47.03 FEET; THENCE S 13°42'54" E, 80.78 FEET; THENCE S 17°40'09" E, 29.15 FEET; THENCE S 12°30'31" E, 45.84 FEET; THENCE S 12°11'59" E, 47.03 FEET; THENCE S 13°31'52" E, 65.48 FEET; THENCE S 25°50'17" E, 48.96 FEET; THENCE S 12°30'31" E, 45.84 FEET; THENCE S 12°11'59" E, 47.03 FEET; THENCE S 13°42'54" E, 80.78 FEET; THENCE S 17°40'09" E, 29.15 FEET; THENCE S 06°49'17" W, 184.20 FEET; THENCE N 19°14'04" E, 35.06 FEET; THENCE N 12°21'29" E, 78.79 FEET; THENCE N 19°46'01" W, 58.86 FEET; THENCE N 05°50'59" E, 34.60 FEET; THENCE N 04°48'23" W, 61.61 FEET; THENCE N 25°39'02" W, 34.38 FEET; THENCE N 14°14'34" E, 28.70 FEET; THENCE N 25°14'19" W, 61.41 FEET; THENCE N 19°07'40" W, 33.87 FEET; THENCE N 07°22'16" W, 54.79 FEET; THENCE S 87°42'13" W ALONG SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1798 A DISTANCE OF 365.70 FEET TO THE POINT OF BEGINNING.

THE AFORESAID PARCEL CONTAINS 9.87 ACRES MORE OR LESS.

THE BASIS OF BEARING FOR THE AFORESAID PARCEL IS THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WHOSE ASSUMED BEARING BEARS S 04°39'56" E.

## DESCRIPTION BY SURVEYOR

A PARCEL OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST ST. JOHNS COUNTY, FLORIDA LYING EAST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY AND WEST OF OLD MOULTRIE ROAD AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

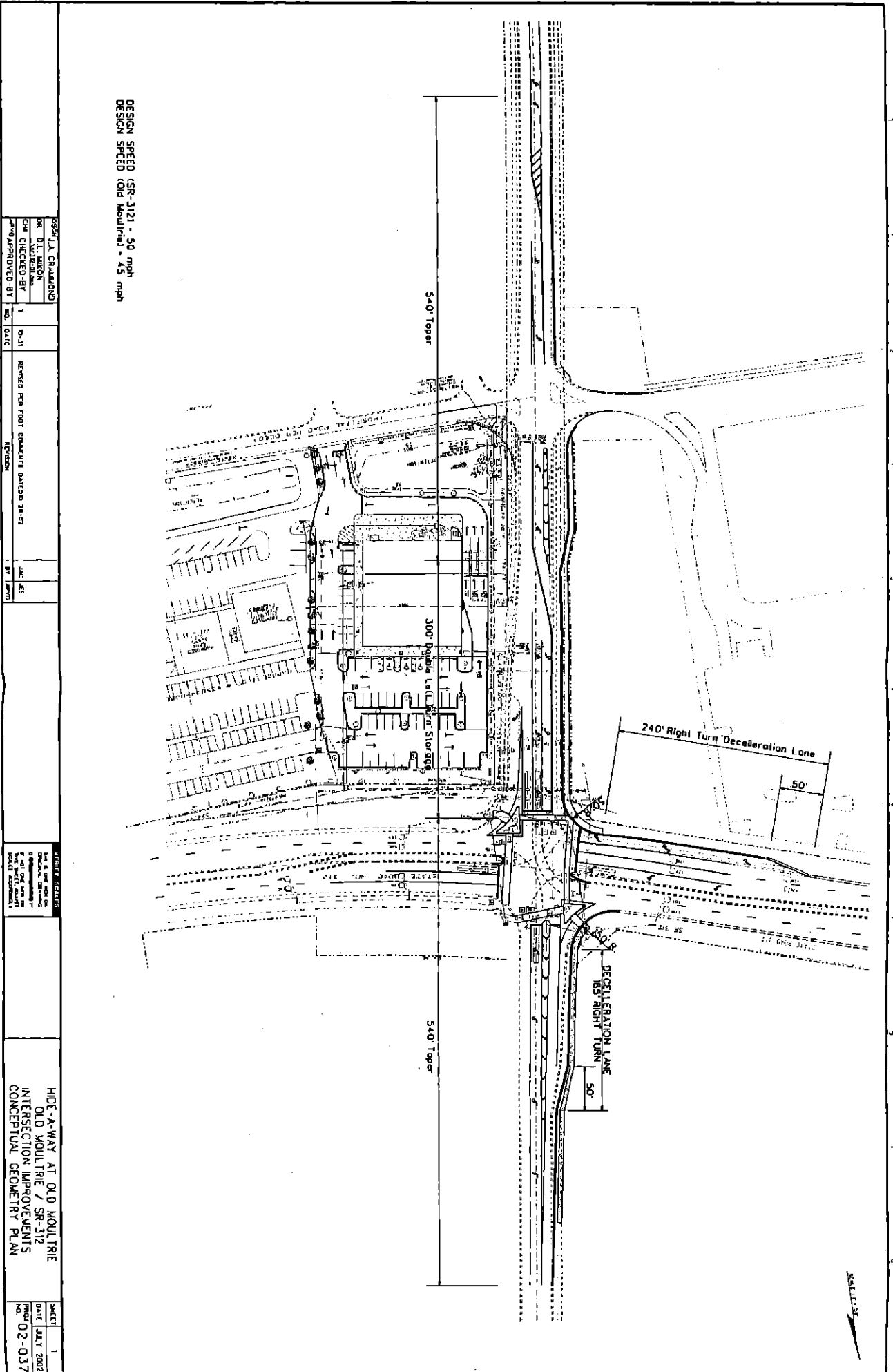
COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE S 04°39'56" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 2024.30 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE N 85°20'04" E, 48.87 FEET; THENCE S 53°28'08" E, 18.92 FEET; THENCE S 44°23'33" E, 84.71 FEET; THENCE S 50°31'46" E, 55.53 FEET; THENCE S 23°34'47" E, 36.08 FEET; THENCE S 07°20'09" E, 53.05 FEET; THENCE S 00°45'59" W, 42.91 FEET; THENCE S 04°13'26" E, 46.99 FEET; THENCE S 20°52'51" E, 53.18 FEET; THENCE S 31°34'07" E, 55.21 FEET; THENCE S 20°13'56" E, 42.36 FEET; THENCE S 07°05'13" E, 74.53 FEET; THENCE S 07°41'58" E, 63.05 FEET; THENCE S 03°40'53" E, 69.01 FEET; THENCE S 21°35'00" E, 40.37 FEET; THENCE S 16°05'45" E, 65.87 FEET; THENCE S 42°12'35" E, 27.75 FEET; THENCE S 17°36'34" E, 72.53 FEET; THENCE S 31°50'11" E, 55.81 FEET; THENCE S 01°47'41" E, 44.72 FEET; THENCE N 78°04'15" E, 54.28 FEET; THENCE N 80°35'58" E, 32.38 FEET; THENCE N 13°25'16" W, 86.86 FEET; THENCE N 03°49'37" E, 51.55 FEET; THENCE N 04°08'05" E, 77.22 FEET; THENCE N 15°04'45" E, 52.68 FEET; THENCE N 03°31'45" E, 65.63 FEET; THENCE N 22°36'30" E, 48.03 FEET; THENCE N 08°40'45" E, 88.97 FEET; THENCE N 36°56'42" W, 49.56 FEET; THENCE N 33°00'10" W, 54.30 FEET; THENCE N 43°08'18" W, 81.75 FEET; THENCE N 13°40'15" W, 39.43 FEET; THENCE N 43°03'58" W, 54.37 FEET; THENCE N 02°22'34" E, 40.43 FEET; THENCE N 02°53'29" W, 74.56 FEET; THENCE N 29°08'51" W, 55.88 FEET; THENCE N 01°17'07" E, 51.68 FEET; THENCE N 21°31'23" W, 63.56 FEET; THENCE N 46°18'41" W, 46.57 FEET; THENCE N 41°23'56" W, 51.95 FEET; THENCE N 02°35'38" W, 58.22 FEET; THENCE N 24°12'56" W, 69.24 FEET; THENCE N 11°02'05" W, 108.56 FEET; THENCE N 14°50'33" W, 66.97 FEET; THENCE N 11°42'30" W, 39.69 FEET; THENCE N 87°42'13" E PARALLEL TO AND 1 FOOT SOUTH OF THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1796 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA 684.56 FEET; THENCE S 03°06'55" E, 740.95 FEET; THENCE N 87°42'13" E, 434.87 FEET; THENCE S 28°19'50" E, 196.80 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 132.50 FEET, A CENTRAL ANGLE OF 06°14'57", AN ARC LENGTH OF 14.45 FEET AND A CHORD LENGTH AND BEARING OF 14.44 FEET, N 84°11'33" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 14.45 FEET; THENCE N 87°19'02" E, 252.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°47'05", AN ARC LENGTH OF 39.18 FEET AND A CHORD LENGTH AND BEARING OF 35.29 FEET, N 42°25'29" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.18 FEET TO THE WEST RIGHT OF WAY LINE OF OLD MOULTRIE ROAD (66 FOOT RIGHT OF WAY); THENCE S 02°28'29" E ALONG SAID RIGHT OF WAY LINE 132.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°12'29", AN ARC LENGTH OF 39.36 FEET AND A CHORD LENGTH AND BEARING OF 35.42 FEET, N 47°34'44" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.36 FEET; THENCE S 87°19'02" W, 54.49 FEET; THENCE N 87°00'42" W, 121.43 FEET; THENCE S 87°19'02" W, 101.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 67.50 FEET, A CENTRAL ANGLE OF 04°54'37", AN ARC LENGTH OF 5.78 FEET AND A CHORD LENGTH AND BEARING OF 5.78 FEET, S 84°51'43" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 5.78 FEET; THENCE S 07°16'01" W, 195.60 FEET; THENCE S 17°00'12" E, 197.53 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1553, PAGE 982 OF SAID PUBLIC RECORDS; THENCE S 87°42'22" W ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1553, PAGE 982 OF SAID PUBLIC RECORDS 584.55 FEET; THENCE S 02°27'38" E, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1553, PAGE

982 A DISTANCE OF 430.00 FEET; THENCE S 87°42'22" W ALONG THE NORTH LINES OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 630, PAGE 67 AND OFFICIAL RECORDS BOOK 791, PAGE 649 ALL OF SAID PUBLIC RECORDS, 417.09 FEET; THENCE S 02°25'32" E ALONG THE WEST LINES OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 791, PAGE 649 AND OFFICIAL RECORDS BOOK 965, PAGE 771 ALL OF SAID PUBLIC RECORDS, 660.56 FEET; THENCE S 87°41'35" W ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 693, PAGE 237 OF SAID PUBLIC RECORDS 304.99 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N 04°39'56" W ALONG SAID EASTERLY RIGHT OF WAY LINE 1969.50 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 39.62 ACRES MORE OR LESS.

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~~THE BASIS OF BEARING FOR THE AFOREDESCRIBED PARCEL IS THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WHOSE ASSUMED BEARING BEARS N 04°39'56" W.~~



DESIGNER J. A. CALDWELL		DATE	REVISIONS	DATE	BY
DR. DATE		NO.	DESCRIPTION		
CHECKED BY		1	REVISED FOR FOOT CEMENT DATUMS	2-1-02	JAC/EE
APPROVED BY					

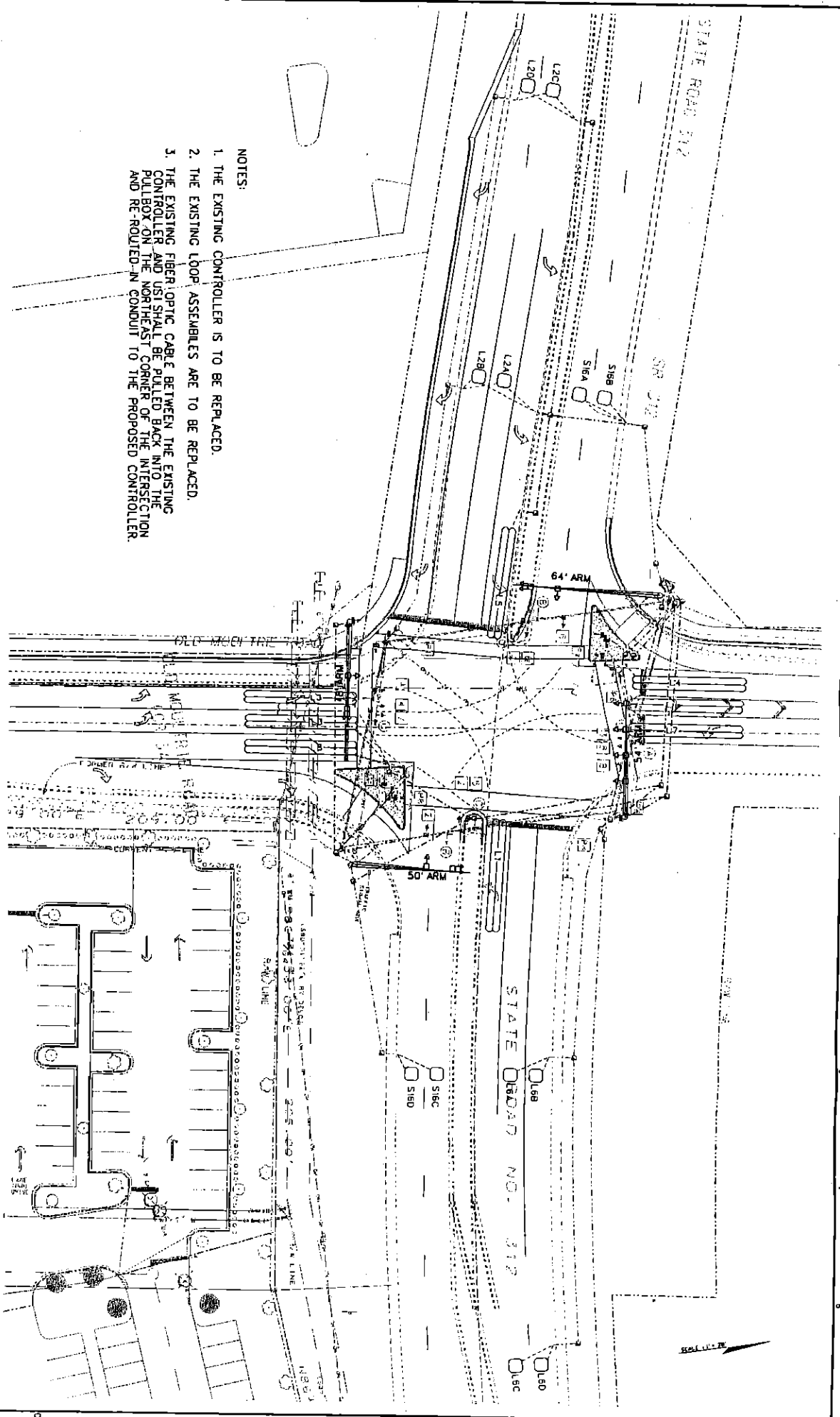
SCALE

HIDE-A-WAY AT OLD MOULTRIE  
 OLD MOULTRIE / SR-312  
 INTERSECTION IMPROVEMENTS  
 CONCEPTUAL GEOMETRY PLAN

SHEET	1
DATE	JULY 2002
PROJECT	02-037

Exhibit C  
 1 of 2





- NOTES:
1. THE EXISTING CONTROLLER IS TO BE REPLACED.
  2. THE EXISTING LOOP ASSEMBLIES ARE TO BE REPLACED.
  3. THE EXISTING FIBER OPTIC CABLE BETWEEN THE EXISTING CONTROLLER AND US SHALL BE PULLED BACK INTO THE PULLBOX ON THE NORTHEAST CORNER OF THE INTERSECTION AND RE-ROUTED IN CONDUIT TO THE PROPOSED CONTROLLER.

DESIGNER: J.A. CRAMOND		DATE: 02-21-02		REVISION: PER ROAD COMMENTS (ATTACHED)	
DATE: 02-21-02	CHECKED BY: JAC	DATE: 02-21-02	DATE: 02-21-02	DATE: 02-21-02	DATE: 02-21-02
APPROVED BY: JAC	DATE: 02-21-02	APPROVED BY: JAC	DATE: 02-21-02	APPROVED BY: JAC	DATE: 02-21-02
SCALE: 1" = 40'		SCALE: 1" = 40'		SCALE: 1" = 40'	
PROJECT: HIDE-A-WAY AT OLD MOULTRIE		PROJECT: HIDE-A-WAY AT OLD MOULTRIE		PROJECT: HIDE-A-WAY AT OLD MOULTRIE	
SUBJECT: OLD MOULTRIE / SR-312		SUBJECT: OLD MOULTRIE / SR-312		SUBJECT: OLD MOULTRIE / SR-312	
DRAWING: CONCEPTUAL IMPROVEMENTS		DRAWING: CONCEPTUAL IMPROVEMENTS		DRAWING: CONCEPTUAL IMPROVEMENTS	
SHEET: 02-037		SHEET: 02-037		SHEET: 02-037	

Exhibit C  
 5 of 9

**OPINION OF PROBABLE COST**

PROJECT The Hideaway at Old Moultrie  
 PART SR 312 Intersection Improvements  
 Summary  
 JOB NUMBER 02-037

TAKE OFF BY CBB  
 ESTIMATED BY CBB  
 DATE 12/17/02 14:00

ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1	Roadway				\$93,728.40
2	Drainage				\$24,256.80
3	Signalization				\$136,722.50
4	Right of Way				\$900.00
	Subtotal				\$255,607.70
	Contingencies				\$38,341.16
	Construction Total				\$293,948.86
	Design, Permitting, Construction Engineering & Inspection Fees				\$60,000.00
	Bond Premiums (3 Years)				\$12,000.00
	Services Total				\$72,000.00
	Total				\$365,948.86
	<b>Note:</b>				
	This preliminary opinion of probable cost was prepared by England, Thims & Miller, Inc. without benefit of final design plans or regulatory permits and is therefore subject to revision. These figures do not include tap fees, impact fees, etc.				



OPINION OF PROBABLE COST

PROJECT	The Hideaway at Old Moultrie SR 312 Intersection Improvements	TAKE OFF BY	CBB
PART	Drainage	ESTIMATED BY	CBB
JOB NUMBER	02-037	DATE	12/17/02 14:00

ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1	15" RCP	12	LF	21.40	\$256.80
2	Remove Existing Curb Inlet	4	EA	1500.00	\$6,000.00
3	Curb Inlet	4	EA	2500.00	\$10,000.00
4	Manhole	4	EA	2000.00	\$8,000.00
Sub Total - Drainage					\$24,256.80



OPINION OF PROBABLE COST

PROJECT	The Hideaway at Old Moultrie SR 312 Intersection Improvements	TAKE OFF BY	CBB
PART	Right of Way	ESTIMATED BY	CBB
JOB NUMBER	02-037	DATE	12/17/02 14:00

ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1	Additional Right of Way	200	SF	4.50	\$900.00
	Sub Total - ROW				\$900.00

Impact Fee Voucher  
Voucher #  
**St. Johns County Impact Fee Voucher**  
**For PANTHEON LAND GROUP, LLC**

1. Name and address of Developer/Grantor: PANTHEON LAND GROUP, LLC, 240 South Park Circle East, St. Augustine, FL 32086.

2. Name and address of Grantee:

3. Legal description of subject property:

4. Subdivision or Master Development Plan name: Old Moultrie Office Complex

The undersigned Developer/Grantor confirms that it has received from \_\_\_\_\_  
on \_\_\_\_\_, 200\_\_ 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  
Impact Fee Credit account of the Developer/Grantor.

\_\_\_ Roads Ordinance #87-57 in the amount of \$ \_\_\_\_\_

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

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

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

**Impact Fee Voucher**  
**Voucher #**  
**St. Johns County Impact Fee Voucher**  
**For HIDEAWAY AT OLD MOULTRIE, LLC.**

1. Name and address of Developer/Grantor: Hideaway at Old Moultrie, LLC, 9471 Baymeadows Road, Ste. 403, Jacksonville, FL 32256

2. Name and address of Grantee:

3. Legal description of subject property:

4. Subdivision or Master Development Plan name: The Hideaway at Old Moultrie

The undersigned Developer/Grantor confirms that it has received from \_\_\_\_\_  
on \_\_\_\_\_, 200\_\_ 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  
Impact Fee Credit account of the Developer/Grantor.

\_\_\_\_ Roads

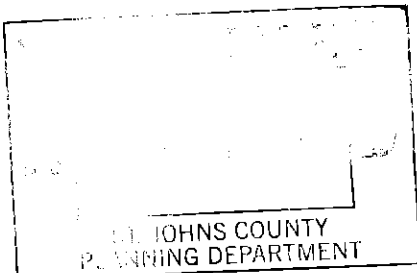
Ordinance #87-57 in the amount of \$ \_\_\_\_\_

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

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

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





THE ST. AUGUSTINE RECORD

PUBLISHED EVERY MORNING MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared LINDA Y MURRAY

who on oath says that she is an Accounting Clerk of the St. Augustine Record,

a daily newspaper published at St. Augustine in St. Johns County, Florida:

that the attached copy of advertisement, being a

NOTICE OF PUBLIC HEARING

In the matter of CONCURRENCY & IMPACT FEE AGREEMENT

SJC, PANTHEON LAND GROUP, & HIDEAWAY AT OLD MOULTRIE

in the Court, was published in said newspaper in the issues of

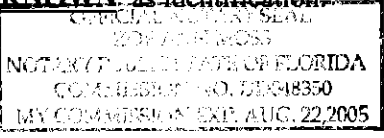
MARCH 29, 2003

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 2ND day of APRIL 2003

by Linda Y Murray who is personally known to me or who has produced PERSONALLY KNOWN as identification

Signature of Notary Public



(Seal)

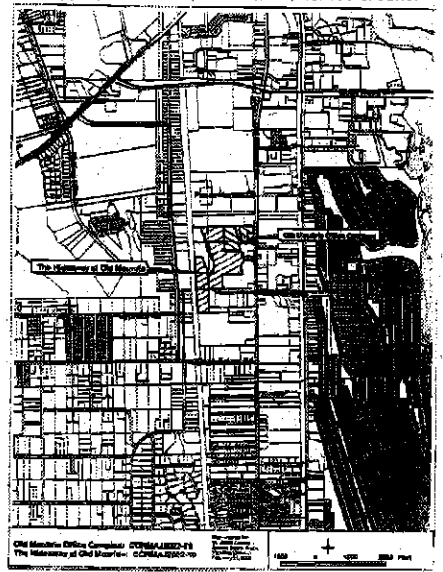
Zoe Ann Moss

NOTICE OF INTENT TO CONSIDER PROPOSED CONCURRENCY AND IMPACT FEE AGREEMENT

NOTICE IS HEREBY GIVEN that a public hearing will be held on the 15th day of April, 2003 at 1:30 p.m. by the St. Johns County Board of County Commissioners, in the County Auditorium, County Administration Building, 4020 Lewis Speedway and US 1 North, St. Augustine, Florida, to consider a proposed Concurrence and Impact Fee Agreement between Pantheon Land Group, LLC, Hideaway at Old Moultrie, LLC, and St. Johns County.

The proposed Agreement is related to the development of the Old Moultrie Office Complex, which is proposed for the development of 75,200 square feet of office space, and the Hideaway at Old Moultrie PUD, which is proposed for the development of 126 single family residential units. The Old Moultrie Office Complex and the Hideaway at Old Moultrie PUD are both located on the west side of Old Moultrie Road (CR 5A), between Lewis Point Road and SR 312.

The purpose of the Agreement is to set forth the conditions under which the development as proposed in the Old Moultrie Office Complex and the Hideaway at Old Moultrie PUD can be constructed by providing adequate operating capacity at the SR 312/Old Moultrie Road (CR 5A) intersection to satisfy transportation concurrency requirements and to establish appropriate transportation impact fee credits.



The draft Concurrence and Impact Fee Agreement is available for review by the public in the Planning Division of the Growth Management Services Department located at the St. Johns County Administration Complex, 4020 Lewis Speedway, St. Augustine, Florida, and may be examined by interested parties prior to said public hearing, and all interested parties shall be granted an opportunity to be heard at said public hearing.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact David Halshead, ADA Coordinator, at (904) 823-2500 or at the County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida, 32084. For hearing impaired individuals, call Florida Relay Service at 1-800-955-8770, no later than 5 days prior to the date of this meeting.

If a person decides to appeal any decision made with respect to any matter considered at the meeting or hearing, he/she will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which appeal is to be based.

This matter is subject to court imposed quasi-judicial rules of procedures. Interested parties should limit contact with the Board of County Commissioners or the Planning and Zoning Agency members on this topic, except with compliance with Resolution 95-126, to properly noticed public hearings or to written communication care of St. Johns County Planning Division, P.O. Drawer 349, St. Augustine, Florida, 32085.

BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA JAMES E. BRYANT, CHAIRMAN L712-3 Mar 29, 2003