

RESOLUTION NO. 2009- 154

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FOR ADDITIONAL RIGHT-OF-WAY FOR COUNTY ROAD 2209 FROM WORLD COMMERCE CENTER, LLP.

RECITALS

WHEREAS, World Commerce Center, LLP, a Florida limited liability partnership, is the Developer of certain lands contained within the World Commerce Center Planned Unit Development and has executed and presented a Special Warranty Deed for additional right-of-way for County Road 2209 in compliance with the terms of the Impact Fee Agreement; and

WHEREAS, on September 16, 2008, the Board of County Commissioners approved the terms of the Impact Fee Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, by Resolution 2008-254 dated September 16, 2008; and

WHEREAS, in accordance with the County Road Impact Fee Ordinance, World Commerce Center, LLP, is entitled to certain impact fee credits for the donation of 14.30 acres for the future right-of-way of the County Road 2209 once the Special Warranty Deed is accepted; and

WHEREAS, a copy of the executed Special Warranty Deed conveying that certain additional right-of-way for County Road 2209, which is a total of 14.30 acres, is attached as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, to the extent that there are typographical, or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. Upon acceptance of this Resolution by the Board of County Commissioners, the Special Warranty Deed is hereby accepted in the form of that which is attached.

Section 3. The Clerk of Circuit Court is instructed to record the original, executed Special Warranty Deed in the Public Records of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, this 2nd day of June, 2009.

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

By: Cyndi Stevenson
Cyndi Stevenson, Chair

**ATTEST:
CHERYL STRICKLAND
CLERK OF CIRCUIT COURT**

By: Alicia De Grande
Deputy Clerk



Res 08-254

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

Road Impact Fees

Public Records of
St. Johns County, FL
Clerk # 2008053410,
O.R. 3127 PG 747-753
09/30/2008 at 03:28 PM,
REC. \$29.00 SUR. \$32.00

THIS AGREEMENT is made this 25th day of September, 2008, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **WORLD COMMERCE CENTER, LLP** ("WCC") and **STEINEMANN DEVELOPMENT COMPANY-FLORIDA, INC.** ("Steinemann")

RECITALS:

- A. WCC and Steinemann are the Owner and Developer, respectively, and projected Impact Fee payer of certain lands contained in St. Johns County, Florida, more particularly described on Exhibit 'A,' which is attached hereto and incorporated herein by reference ("WCC Lands").
- B. Steinemann is the developer of WCC Lands which are subject of a Development of Regional Impact ("DRI") Development Order evidenced by Resolution No. 2002-267 as amended which requires the donation, i.e. dedication of right of way of 14.3 acres to the County for the North-South Corridor and has obtained an appraisal of the land to be dedicated in order to determine the amount of impact fee credits.
- C. Pursuant to St. Johns County Ordinance No. 87-57, as amended, ("Road Impact Fee Ordinance"), the County requires any person who seeks to develop land within St Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a Road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads within St. Johns County.
- D. Section 13 of the Road Impact Fee Ordinance allows impact fee credits to be granted for certain dedications ("Road Impact Fee Credits").
- E. Pursuant to the terms of the Road Impact Fee Ordinance, County, Steinemann and WCC desire to set forth their agreement and a procedure for the applicant and treatment of such Road Impact Fee Credits.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Jackie P. Halsetman
M.R.

1. The above stated Recitals are incorporated herein as Findings of Facts.
2. The total Road Impact Fee Credits will be Three Million Seven Hundred and Twelve Thousand and No/100 Dollars (\$3,712,363,000) based on the appraisal approved by the County. The County acknowledges that this dedication satisfies the pertinent condition of the Development Order.
3. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the WCC Lands shall pay the amount due under the Road Impact Fee Ordinance directly to Steinemann. Then, for so long as the total Road Impact Fee Credits for which Steinemann has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, Steinemann shall issue to such Feepayer a voucher evidencing full payment of Road Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy. The voucher issued by Steinemann shall contain a statement setting forth the amount of Road Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.
4. In the event Steinemann or WCC determines to sell all or part of the WCC Lands, either Steinemann or WCC may sell, transfer, assign or convey any of its interest in part of the Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the WCC Lands for such consideration as Steinemann in its sole discretion, determines. In such event, Steinemann shall execute and deliver to the County a copy of the instrument selling, transferring, assigning, or granting the Road Impact Fee Credits so sold, transferred, assigned, or granted and the remaining amount of Road Impact Fee Credits, if any, shall remain vested in Steinemann. The parties agree the impact fee credit may be used for mitigation credits for additional future development within the WCC Lands.
5. On or before January 31 of each year, so long as any Road Impact Fee Credits remain, WCC shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Road Impact fee payments made by the Feepayers applying for building permits or certificates of occupancy within the WCC Lands and the remaining balance of Road Impact Fee Credits.
6. At such time as the Road Impact Fee Credits provided for hereunder have been exhausted, Steinemann or the Feepayer seeking building permits or certificates of occupancy within the WCC Lands shall pay the County the Road Impact Fees as are then due and payable under the Road Impact Fee Ordinance in effect at that time. Until such time, any Feepayer within the WCC Lands shall be instructed by the County to pay its Road Impact Fees directly to Steinemann.
7. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the County's Road Impact Fee Ordinance and other applicable

ordinances. Any and all applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable.

8. The Parties agree that there exists another Impact Fee Credit Agreement for WCC Lands dated December 7, 2004 which provides credits in addition to those provided by this Agreement. The Parties further agree that Section 13 of the Road Impact Fee Ordinance limits the total amount of impact fee credits given in both agreements to an amount not greater than the total amount of impact fees due for the WCC Lands.
9. In construing the Agreement, the singular shall be held to include the plural, and the plural shall include the singular, the use of any gender shall include every other and all gender and captions and paragraph headings shall be disregarded.
10. All of the exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.
11. The Agreement, and any Exhibits and/or addendum made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
12. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
13. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.
14. This agreement is recognized as being subject to the laws of Florida and the Ordinances of St. Johns County, Florida and therefore all applicable provisions thereof are incorporated herein and if any provision hereof is inconsistent with such provisions, such provision shall apply.
15. Steinemann and WCC are fee payers as referenced in the applicable impact fee ordinance to receive impact fee credits under this ordinance.
16. Nothing in this Agreement shall act to allow an entity to receive impact fee credits for contributions provided by a government entity including, but not limited to, a Community Development District.
17. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.
18. This Agreement shall become effective on the date ("Effective Date") the last party to this Agreement signs.

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:

Mary West
Name: MARY WEST
O. Lindsey
Name: Oan Lindsey

WORLD COMMERCE CENTER, LLP

By: M Gills
Name: Michael Gills
Its: Manager

Date: 9/25/08

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument is hereby acknowledged before me this 25th day of September, 2008, by Michael Gills, the Manager of World Commerce Center, LLP, a Florida limited liability partnership, on behalf of the partnership, who is personally known to me or who has produced _____ as identification and who has taken an oath.



Christine Hall
NOTARY PUBLIC, State of Florida
Name: Christine Hall
My Commission Expires: 8-10-10
My Commission Number is: DD583875

Witness:

Mary West
Name: MARY B. WEST
O. Lindsey
Name: Oan Lindsey

STEINEMANN DEVELOPMENT COMPANY-FLORIDA, INC.

By: M Gills
Name: Michael Gills
Its: President

Date: 9/25/08

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument is hereby acknowledged before me this 25th day of September, 2008, by Michael Cills, the President of Steinemann Development Company Florida-Inc., a Florida corporation on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who has taken an oath.



Christine Hall
NOTARY PUBLIC, State of Florida
Name: Christine Hall
My Commission Expires: 8-10-10
My Commission Number is: DD583875

Witness:

Yvonne King
Name: Yvonne King
Robin L. Platt
Name: Robin L. Platt

ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Name: Michael D. Wanchick
County Administrator
Date: 9/23/08

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 23rd day of September, 2008, by Michael D. Wanchick, the County Administrator for St. Johns County, Florida, on behalf of St. Johns County Florida, who is personally known to me or who has produced _____ as identification and who has taken an oath.

Pamela Halterman
NOTARY PUBLIC, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____



PAMELA HALTERMAN
Notary Public, State of Florida
My Comm. expires Aug. 15, 2009
Comm. No. DD 441350

St. Johns County Impact Fee Voucher
World Commerce Center/ Steinemann Development Company- Florida, Inc.

1. Name and address of Developer/ Grantor: Steinemann Development Company-
Florida, Inc.

2. Name and address of Grantee: _____

3. Legal description of subject property: See Exhibit "A"

4. Subdivision or Master Development Plan name: World Commerce Center DRI

The undersigned Developer/ Grantor confirms that it has received from Guarantee on _____, 20__ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Steinemann Development Company-Florida, Inc. gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of Steinemann Development Company-Florida, Inc.

 X Roads

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

Witness:

STEINEMANN DEVELOPMENT COMPANY-
FLORIDA, INC.

Name: _____

By: _____

Name: _____

Its: _____

Name: _____

Date: _____

Exhibit "A" to Impact Fee Credit Agreement

COUNTY ROAD 2209

A PART OF GOVERNMENT LOT 7, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 7; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION LINE BETWEEN SAID GOVERNMENT LOT 7 AND GOVERNMENT LOT 10, A DISTANCE OF 371.01 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2443.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 342.30 FEET; THENCE SOUTH 01°47'39" WEST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 131.67 FEET; THENCE SOUTH 47°01'53" EAST, A DISTANCE OF 1060.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1568.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°38'08" EAST AND A CHORD DISTANCE OF 1532.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°14'23" EAST, A DISTANCE OF 292.80 FEET; THENCE SOUTH 42°34'05" EAST, A DISTANCE OF 157.11 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 80°54'57" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 405.94 FEET; THENCE NORTH 47°25'56" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 124.38 FEET; THENCE NORTH 04°14'23" WEST, A DISTANCE OF 245.36 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1900.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1419.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°38'08" WEST AND A CHORD DISTANCE OF 1386.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°01'53" WEST, A DISTANCE OF 1060.02 FEET; THENCE NORTH 47°15'05" WEST, A DISTANCE OF 87.38 FEET; THENCE NORTH 88°19'35" WEST, A DISTANCE OF 60.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.30 ACRES MORE OR LESS.

Prepared by and return when recorded to:

Sidney S. Simmons, II, Esq.
Attorney at Law.
1050 Riverside Avenue
Jacksonville, Florida 32204

SPECIAL WARRANTY DEED

[CR 2209]

THIS INDENTURE, made this 11th day of March, 2009, between **WORLD COMMERCE CENTER, LLP**, a Florida limited liability partnership, whose address is 13901 Sutton Park Drive South, Suite 100, Jacksonville, Florida 32224, herein referred to as the Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida whose address is 4020 Lewis Speedway, St. Augustine, Florida, 32084, herein referred to as the Grantee.

The Grantor, for and in consideration of the sum of \$10.00, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain and sell unto the Grantee forever, the following described land, situate, lying and being in the County of St. Johns, State of Florida, described on Exhibit A hereto.

Together with all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining; subject to taxes for the current year and covenants, easements and restrictions of record (the "Permitted Encumbrances").

The Grantor does hereby covenant with the Grantee, that except with respect to the Permitted Encumbrances, at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors and assigns.)

Property Appraiser's Parcel
Identification Numbers: 028220-0000, 028220-0020,

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name as of the day and year first above written.

WITNESSES:

WORLD COMMERCE CENTER, LLP, a
Florida limited liability partnership

M. Cilly
Printed Name: Michael Cilly

By: Steinemann-Wolfe, LLC
Its: General Partner

Frank C. Steinemann, Jr.
Printed Name: FRANK C. STEINEMANN, JR.

By: [Signature]
Frank C. Steinemann, Jr.
Its Managing Member

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 11th day of March, 2009, by Frank C. Steinemann, Jr. as managing member of Steinemann-Wolfe, LLC, general partner of World Commerce Center, LLP, a Florida limited liability partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC



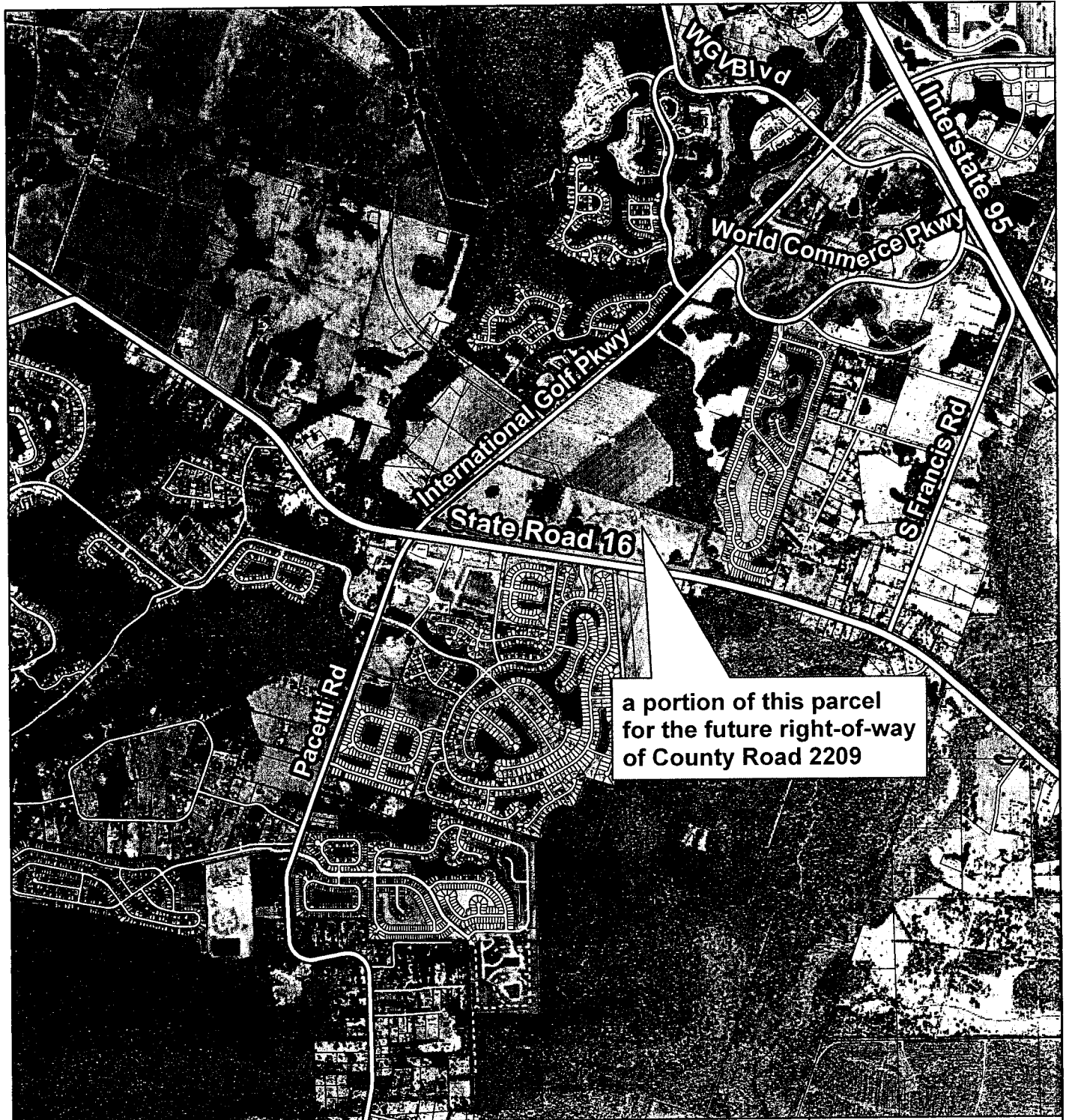
Sign: Christine Hall
Print: Christine Hall
State of Florida
My Commission Expires: 8-10-10

Exhibit A to Special Warranty Deed

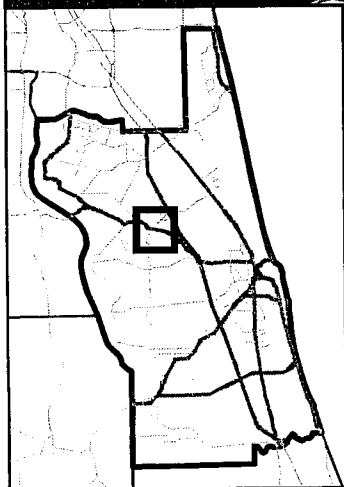
COUNTY ROAD 2209

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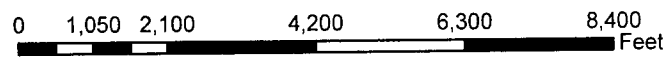
CONTAINING 14.30 ACRES MORE OR LESS.



a portion of this parcel
for the future right-of-way
of County Road 2209



Dedication of Right-of-Way Proposed CR 2209



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
May 6, 2009
(904) 209-0788

DISCLAIMER.
This map is for reference use
only. Data provided are derived
from multiple sources with
varying levels of accuracy.