

RESOLUTION NO. 2011- 174

**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 THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT FOR THE RACETRACK ROAD EXTENSION CR 210 CONTRIBUTION**

**WHEREAS**, the Tolomato Community Development District ("TOLOMATO") is the Developer of certain lands contained within the Nocatee Development of Regional Impact as described and approved in St. Johns County by Resolution No. 2001-30, as amended; and

**WHEREAS**, Section 13 of St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Impact Fee Ordinance allows for impact fee credits to be granted by the Board of County Commissioners for the contributions and improvements made or to be made as identified within the Impact Fee Agreement attached hereto and incorporated herein; and

**WHEREAS**, in accordance with the County Road Impact Fee Ordinance, TOLOMATO is entitled to certain impact fee credits for certain improvements and contributions.

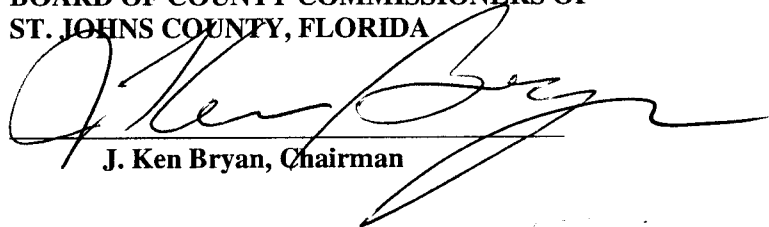
**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, that:**

**Section 1.** The County Administrator is hereby authorized to approve and execute an Impact Fee Credit Agreement with TOLOMATO substantially in the form of that which is attached hereto and incorporated herein by reference for those improvements identified within the Road Impact 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 of ST. Johns County, Florida this 21<sup>st</sup> day of June, 2011.

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

  
J. Ken Bryan, Chairman

Attest:

Cheryl Strickland, Clerk

By: Ram Halterman  
Deputy Clerk

RENDITION DATE 6/24/11



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

**ROAD IMPACT FEES**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 and **TOLOMATO COMMUNITY DEVELOPMENT DISTRICT** ("TOLOMATO"), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

**Recitals**

- A. TOLOMATO was established by rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, installing, operating, and maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, and recreation improvements and as such is a projected impact feepayer of certain lands contained within the Nocatee Development of Regional Impact (the "DRI"), as described and approved in St. Johns County Resolution No. 2001-30, as amended (the "DRI/DO").
- B. Under Special Condition 25(a)(ii) of the DRI/DO ("SC-25(a)(ii)"), the developer of the DRI is required to donate or cause to be donated to the County right-of-way for the portion of the road known as the Racetrack Road Extension that is located within St. Johns County (the "Racetrack Right-of-Way") and to construct or cause to be constructed improvements to the Racetrack Road Extension as more particularly described below (the "Racetrack Improvements").
- C. The County and the owner of a majority of the property located within the DRI, SONOC Company, LLC ("SONOC"), entered into an agreement approved by the County under Resolution 2008-86 (the "Racetrack Road Agreement") wherein the County agreed to convey to SONOC County-owned right-of-way within the DRI that was vacated by the County under Resolution 2008-13 and containing approximately 12.22 acres as more particularly described in the Racetrack Road Agreement (the "County's Property") in exchange for the donation to the County of property to be used for the Racetrack Right-of-Way that has an estimated value equal to, but not exceeding, the value of the County's Property (the "Racetrack Exchange Property").
- D. WHEREAS, under the terms of the Racetrack Road Agreement, no impact fee credits are to be granted by the County for the value of the Racetrack Exchange Property but are to be granted by the County for the dedication of the remainder of the Racetrack Right-of-Way.

- E. TOLOMATO has or will convey to the County the Racetrack Right-of-Way containing a total of approximately 47.94 acres as more particularly described on the attached Exhibit A.
- F. Pursuant to the appraisal of the Racetrack Right-of-Way, its total value is \$1,500,000.00 with a corresponding value per acre of \$31,289.11 ( $\$1,500,000.00 / 47.94$  acres) and accordingly, the value of the Racetrack Road Exchange Property as compared to the value of the County's Property is \$382,352.92 ( $\$31,289.11$  per acre x 12.22 acres), leaving a remaining value of the Racetrack Right-of-Way for which TOLOMATO is entitled to Road Impact Fee Credits of \$1,117,647.08 ( $\$1,500,000.00 - \$382,352.92$ ).
- G. In accordance with SC-25(a)(ii), TOLOMATO has constructed the Racetrack Improvements at a cost of \$27,584,317.47 as set forth in the cost calculations and supporting information on the attached Exhibit B.
- H. The total amount of Road Impact Fee Credits due to TOLOMATO for the contribution of the Racetrack Right-of-Way and the Racetrack Improvements is \$28,701,964.55 ( $\$1,117,647.08 + \$27,584,317.47$ ) as set forth in the Road Impact Fee Credit Calculation attached to this Agreement as Exhibit C.
- I. Pursuant to the requirements of Special Condition 25(a)(iii) of the DRI/DO ("SC-25(a)(iii)"), TOLOMATO contributed \$6,494,400 on October 25, 2010 (the "210 East Improvement Payment") for the 210 East Improvement as more particularly described in SC-25(a)(iii) and in full satisfaction of SC-25(a)(iii).
- J. The total amount of Road Impact Fee Credits due to TOLOMATO for the contribution of the Racetrack Right-of-Way and the Racetrack Improvements and the 210 East Improvement Payment is \$35,196,364.55 ( $\$28,701,964.55 + \$6,494,400.00$ ).
- K. Section 13 of the Road Impact Fee Ordinance allows impact fee credits to be granted for certain dedications, payments and improvements ("Road Impact Fee Credits").
- L. General Condition 15 of the DRI/DO provides for impact fee credits to be awarded to TOLOMATO in accordance with St. Johns County Ordinance No. 87-57, as amended (the "Road Impact Fee Ordinance") for the contribution of land, money or improvements made by TOLOMATO.
- M. The contribution of the Racetrack Right-of-Way and the Racetrack Improvements and the 210 East Improvement Payment by TOLOMATO are recognized by the parties hereto as meeting the requirements for Road Impact Fee Credits and which are further recognized as being in complete satisfaction of the requirements of SC-25(a)(ii) and (iii), Resolution 2008-13 and the Racetrack Road Agreement.

- N. Pursuant to the 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. TOLOMATO qualifies as a Feepayer under St. Johns County Ordinance 2005-27.
- O. Pursuant to the terms of the Road Impact Fee Ordinance, the County and TOLOMATO 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:

1. Findings of Fact. The above stated Recitals are incorporated herein as Findings of Facts.
2. Impact Fee Credits. The total Road Impact Fee Credits to which TOLOMATO is entitled is calculated as the sum shown on the attached Exhibit C of \$28,701,964.55 for the Racetrack Right-of-Way and the Racetrack Improvements together with the 210 East Improvement Payment in the amount of \$6,494,400.00, which results in a total of Thirty-Five Million One Hundred Ninety-Six Thousand Three Hundred Sixty-Four and 55/100 Dollars (\$35,196,364.55).
3. Impact Fee Credit Account. Upon approval by the County of this Agreement, the County will credit TOLOMATO'S Road Impact Fee Credit Account the amount of \$6,494,400.00 for the 210 East Improvement Payment and upon dedication and acceptance by the County of the Racetrack Right-of-Way (which shall be deemed to have occurred upon recordation of the Plat for such right-of-way in the public records of St. Johns County) the County will credit TOLOMATO's Road Impact Credit Account the remaining \$28,701,964.55, for a total amount of Impact Fee Credits under this Agreement of \$35,196,364.55.
4. Method of Issuance. From and after the date of the approval by the County of this Agreement, all FeePAYERS applying for building permits or certificates of occupancy in connection with any construction within the DRI, as may be amended from time to time, shall pay the amount due under the then-current Road Impact Fee Ordinance directly to TOLOMATO. TOLOMATO shall be fully responsible for notifying all FeePAYERS of this requirement and shall ensure that such payments are directly paid to TOLOMATO. Then, for so long as the total Road Impact Fee Credits for which TOLOMATO has issued vouchers under this Agreement is less than the total Road

Impact Fee Credits authorized by this Agreement, TOLOMATO 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 TOLOMATO shall contain a statement setting forth the amount of Road Impact Fee paid and shall be in substantially the same form as set forth on the attached Exhibit D. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer and shall deduct the amount of such voucher from the Road Impact Fee account.

5. Transfer of Interest. In the event that TOLOMATO has sold or determines to sell or convey all or part of the DRI or any Road Impact Fee Credits available for use within the DRI, TOLOMATO 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 such consideration as TOLOMATO, within its sole discretion, determines. In such event, TOLOMATO 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 the Impact Fee Credits, if any, shall remain vested in TOLOMATO. The parties agree that the Road Impact Fee Credits will apply to land within the DRI and to any land that is added to the DRI pursuant to a Notice of Proposed Change approved by the County. The parties agree that no Road Impact Fee Credit may be used or applied to development outside the DRI, as may be amended from time to time, 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 to the particular development to which credits are transferred.
  
6. Annual Accounting. On or before January 31 of each year, so long as there remains any Road Impact Fee Credits, TOLOMATO shall prepare and deliver to the St. Johns County Growth Management Department an annual report setting forth the amount of Road Impact Fee payments made by Feepayers applying for building permits or certificates of occupancy within the DRI and the remaining balance of Road Impact Fee Credits due to TOLOMATO.
  
7. Completion. At such time as the Road Impact Fee Credits approved for hereunder have been exhausted, TOLOMATO or the Feepayer seeking building permits or certificates of occupancy within the DRI 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.

8. Miscellaneous Provisions

- a. This Agreement shall be constructed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the County's Road Impact Fee Ordinance and other applicable ordinances. Any and all applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable.
- b. The parties agree that Road Impact Fee Ordinance Section 13 limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due for the DRI. The parties further agree that they will not challenge in any judicial proceeding and will accept the interpretation of the County's Attorney's Office that the Road Impact Fee Credits identified or granted by this Agreement are limited to the amount of the Impact Fees which are due or become due within the DRI.
- c. In construing the Agreement, the singular shall be held to include the plural, and the plural shall include the singular, the use of any gender shall include every other and all genders and captions and paragraph headings shall be disregarded.
- d. All of the exhibits attached to the Agreement are incorporated in, and made a part of this Agreement.
- e. The Agreement, and any Exhibits and/or addendum made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
- f. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors, and permitted assigns.
- g. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.
- h. This Agreement is recognized as being subject to the laws of the State of Florida and the Ordinances of St. Johns County, Florida, and therefore all applicable

provisions thereof are incorporated herein and if any provision hereof is inconsistent with such provisions, such provision shall apply.

- i. TOLOMATO or an applicant for a building permit or certificate of occupancy within the DRI must be a Feepayer as referenced in the Road Impact Fee Credit Agreement and in St. Johns County Ordinance 2005-27 to receive impact fee credits under the Ordinance. TOLOMATO qualifies as a Feepayer under St. Johns County Ordinance 2005-27.
- j. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.
- k. 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.
- l. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Impact Fees, or, if levied, to levy them for any certain amount.
- m. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to the County:** County Administrator  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084  
FAX (904) 209-0310

**If to TOLOMATO:** Tolomato Community Development District  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine FL 32092  
Attn: James A. Perry  
FAX (904)288-9187

**With a copy to:** Pappas Metcalf Jenks & Miller, P.A.  
245 Riverside Avenue, Suite 400  
Jacksonville, Florida 32202  
Attn: Kathryn F. Whittington  
FAX (904) 353-5217

and  
Jonathan Johnson, Esq.  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.



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

Attest: Cheryl Strickland

ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Print: \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Michael D. Wanchick  
Its: County Administrator

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Michael D. Wanchick, County Administrator for St. Johns County, Florida, a political subdivision of the State of Florida, **on behalf of St. Johns County, Florida**. He [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires:

ATTEST:

**TOLOMATO COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

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

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

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

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, as \_\_\_\_\_ of TOLOMATO COMMUNITY DEVELOPMENT DISTRICT, **on behalf of TOLOMATO.**

\_\_\_\_\_  
Notary Public

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

My Commission Expires:

Personally Known \_\_\_\_\_

or Produced I.D. \_\_\_\_\_

[check one of the above]

Type of Identification Produced

\_\_\_\_\_

**EXHIBIT A**

**[LEGAL DESCRIPTION OF  
RACETRACK RIGHT-OF-WAY]**

Revised August 9, 2010  
April 30, 2008  
Nocatee

Work Order No. 07-057.00  
File No. 119C-18

**Nocatee Parkway Phase 2  
(St. Johns County)  
(Plat Caption)**

A portion of Sections 2 and 3, Township 5 South, Range 28 East, St. Johns County Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Section 1, said Township and Range, thence South 89°07'00" West, along the Northerly line of said Section 1, a distance of 5345.28 feet to the Northeast corner of said Section 2; thence South 89°38'09" West, along the Northerly line of said Section 2, a distance of 3010.55 feet to the Point of Beginning.

From said Point of Beginning, thence South 67°58'21" West, departing said Northerly line, 627.34 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 911.08 feet; thence Southwesterly, along the arc of said curve, through a central angle of 29°49'31", an arc length of 474.26 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 51°10'44" West, 468.93 feet; thence South 39°08'02" West, along a non-tangent bearing, 396.13 feet; thence South 36°23'09" West, 250.29 feet; thence South 39°08'02" West, 502.25 feet to the point of curvature of a curve concave Southeasterly, having a radius of 1106.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 20°39'50", an arc length of 398.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 28°48'07" West, 396.73 feet; thence South 18°28'12" West, 207.67 feet to the point of curvature of a curve concave Northwesterly, having a radius of 1318.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 63°18'55", an arc length of 1456.47 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 50°07'39" West, 1383.48 feet; thence South 54°58'49" West, 236.09 feet; thence South 02°22'39" West, 144.24 feet; thence South 41°00'51" East, 477.43 feet; thence South 48°59'09" West, 10.00 feet to a point lying on the Northeasterly right of way line of U. S. Highway No. 1 (State Road No. 5), a variable width right of way as presently established; thence along said Northeasterly right of way line the following three (3) courses: Course 1, thence North 41°00'51" West, 993.49 feet to a point lying on the Southerly line of the North 1/2 of said Section 3; Course 2, thence North 89°16'07" East, along said Northerly line, 33.00 feet; Course 3, thence North 41°01'13" West, departing said Northerly line, 185.98 feet; thence North 48°58'38" East, departing said Northeasterly right of way line, 49.91 feet to a point lying on a curve concave Northerly having

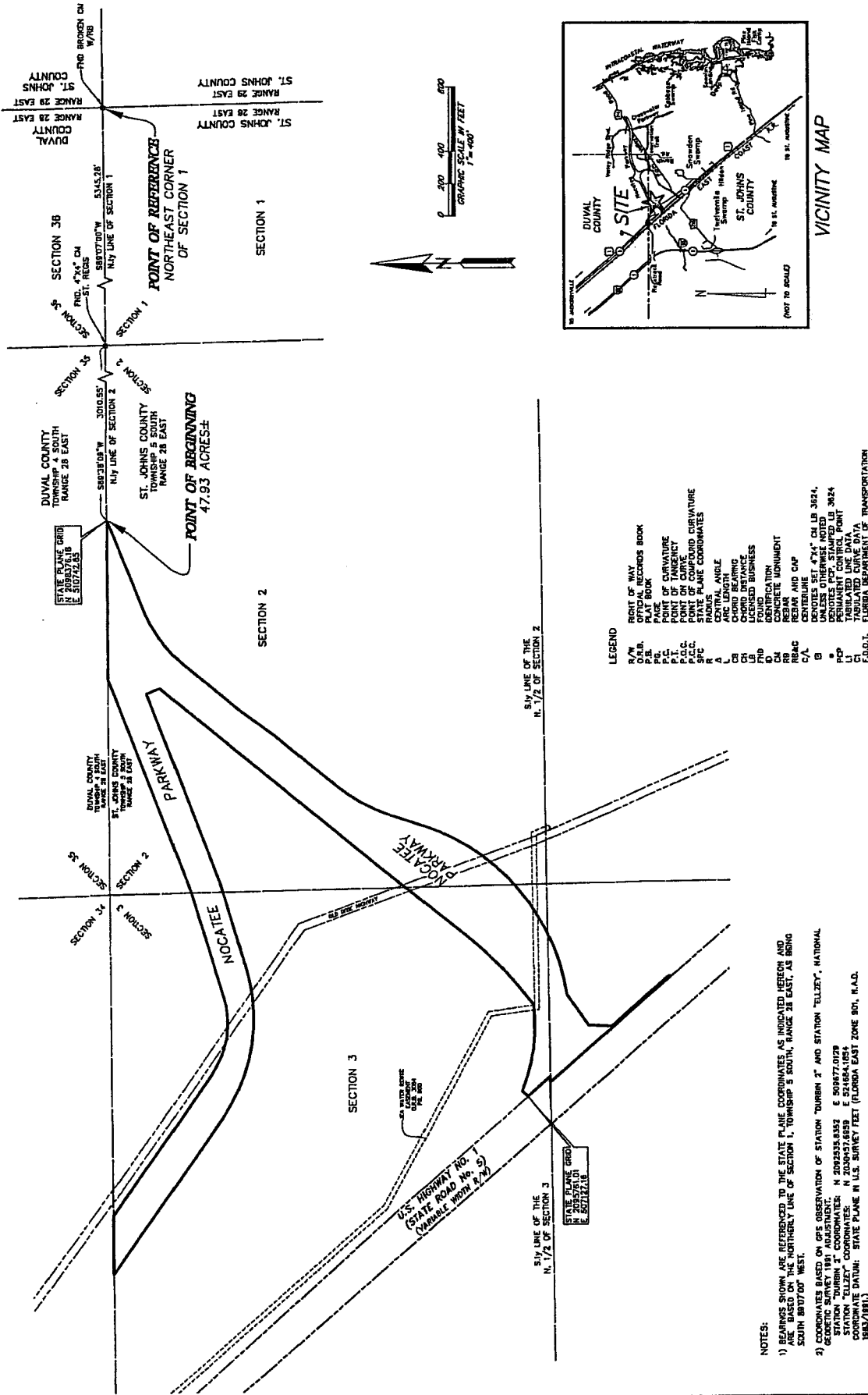
a radius of 1106.00 feet; thence Easterly along the arc of said curve, through a central angle of  $28^{\circ}13'33''$ , an arc length of 544.85 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $82^{\circ}25'50''$  East, 539.36 feet; thence Northeasterly along the arc of a curve concave Northwesterly having a radius of 2453.00 feet, through a central angle of  $14^{\circ}03'48''$ , an arc length of 602.09 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $46^{\circ}09'56''$  East, 600.58 feet; thence North  $39^{\circ}08'02''$  East, 2374.80 feet to the point of curvature of a curve concave Southeasterly having a radius of 1118.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $04^{\circ}35'56''$ , an arc length of 89.74 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $41^{\circ}26'00''$  East, 89.71 feet; thence North  $21^{\circ}02'27''$  West, 90.62 feet; thence South  $68^{\circ}57'33''$  West, 1277.97 feet; thence South  $72^{\circ}57'34''$  West, 543.91 feet to the point of curvature of a curve concave Northerly having a radius of 1073.00 feet; thence Westerly along the arc of said curve, through a central angle of  $52^{\circ}04'57''$ , an arc length of 975.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $80^{\circ}59'57''$  West, 942.13 feet; thence North  $54^{\circ}57'29''$  West, 1193.40 feet to a point lying on the Northerly line of said Section 3; thence North  $89^{\circ}39'09''$  East, along said Northerly line, 366.06 feet; thence South  $54^{\circ}57'29''$  East, departing said Northerly line, 1073.62 feet to the point of curvature of a curve concave Northerly, having a radius of 556.00 feet; thence Easterly, along the arc of said curve, through a central angle of  $52^{\circ}16'08''$ , an arc length of 507.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $81^{\circ}05'33''$  East, 489.81 feet; thence North  $72^{\circ}46'24''$  East, 693.36 feet; thence North  $68^{\circ}57'33''$  East, 1413.88 feet to a point lying on said Northerly line of Section 2; thence North  $89^{\circ}38'09''$  East, along said Northerly line, 994.09 feet to the Point of Beginning.

Containing 47.94 acres, more or less.

# NOCATEE PARKWAY PHASE 2

A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK PAGE  
SHEET 2 OF 7 SHEETS



PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32256 (904) 842-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3524

- NOTES:
- 1) BEARINGS SHOWN ARE REFERENCED TO THE STATE PLANE COORDINATES AS INDICATED HEREON AND ARE BASED ON THE NORTHERLY LINE OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 28 EAST, AS BEING SOUTH 89°07'00" WEST.
  - 2) COORDINATES BASED ON GPS OBSERVATION OF STATION "DURBIN 1" AND STATION "TELZEY", NATIONAL GEODETIC SURVEY 1981 ADJUSTMENT.  
STATION "DURBIN 1" COORDINATES: N 2092535.853 E 508672.879  
STATION "TELZEY" COORDINATES: N 2092576.101 E 509474.089  
COORDINATE DATUM: STATE PLANE IN U.S. SURVEY FEET (FLORIDA EAST ZONE 801, N.A.D. 1983/1981.)
  - 3) SECTION LINES AND QUARTER SECTION LINES DEPICTED HEREON ARE GRAPHIC REPRESENTATIONS ONLY AND DO NOT REFLECT FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
  - 4) THE LANDS DEPICTED HEREON ARE SUBJCT TO DEVELOPER AND UTILITY SERVICE AGREEMENT DECEMBER 2007 AND RECORDED IN OFFICIAL RECORDS BOOK 2358, PAGE 1974 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
  - 5) THE LANDS DEPICTED HEREON ARE SUBJCT TO CONSTRUCTION EASEMENT DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2570, PAGE 1540 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

- LEGEND
- R/W RIGHT OF WAY
  - O.R.B. OFFICIAL RECORDS BOOK
  - P.B. PLAT BOOK
  - P.C. POINT OF CURVATURE
  - P.L. POINT OF LONGITUDINAL CURVATURE
  - P.C.C. POINT OF COMPOUND CURVATURE
  - S.P.C. STATE PLANE COORDINATES
  - A ARC LENGTH
  - L CHORD LENGTH
  - CH CHORD BEARING
  - OB OBSERVATION BEARING
  - D.D. DISTANCE
  - L.S. LICENSED BUSINESS
  - IDENTIFICATION
  - CONCRETE MONUMENT
  - REBAR AND CAP
  - C/L CENTERLINE
  - B BENCHMARK
  - DEVOTES SET 4" X 4" ON LB 3824.
  - DESIGNATED BY STATION
  - DEVELOPER'S P.C.P. STAMPED LB 3824
  - PERMANENT CONTROL POINT
  - STATION
  - TABLED CURVE DATA
  - F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLEMENTED, IN ANY MANNER, BY ANY OTHER INSTRUMENTS OR RECORDS. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**EXHIBIT B**  
**[RACETRACK IMPROVEMENTS]**



# England-Thimms & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS

August 10, 2010

Mr. Don Hallman, P.E.  
St. Johns County Development Services  
4020 Lewis Speedway  
St. Augustine, Florida 32095

#### Principals

Douglas C. Miller, P.E., CEO  
N. Hugh Mathews, P.E., President  
Joseph A. Tarver, Exec., V.P.  
Juanita Bader Clem, P.E., V.P.  
Scott A. Wild, P.E., PSM, V.P.  
Samuel R. Crissinger, CFO, V.P.  
Robert A. Mizell, Jr., P.E., V.P.  
Thomas N. Fallin, P.E., V.P.

#### Emeritus

James E. England, P.E.  
Robert E. Thims

**RE: *Cost of Nocatee Parkway within St. Johns County  
For Pending Impact Fee Agreement***

Dear Mr. Hallman:

Attached please find calculations and supporting information used to calculate the cost of "Regional" roadways within the Nocatee Development and in St. Johns County. It is my understanding that this calculation will be part of a pending impact fee agreement between St. Johns County and the Developer.

#### Objective:

The Nocatee Parkway (Regional Roadway) project bid included work in both St. Johns County and Duval County. The cost for construction within Duval County will be identified and removed from the opinion of cost.

#### Methodology:

The following steps summarize our methodology:

1. Calculate the current contract value by applying cost increases and decreases, as generated by multiple change orders, to the original contract value.
2. Calculate the current value of Direct Owner Purchases for materials.
3. Calculate the length of roadway under construction and allocate the costs to St. Johns County and Duval County on this basis.
4. Calculate the total cost within Duval County.
5. Calculate the total cost within St. Johns County.

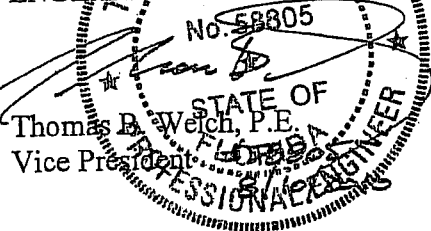
Summary of Results:

Total Current Contract Amount	\$32,324,696.45
Nocatee Parkway within Duval County (14.66%)	\$4,740,378.98
<b>Nocatee Parkway within St. Johns County (85.34%)</b>	<b>\$27,584,317.47</b>

If you have any questions, please do not hesitate to call. My direct line is (904) 265-3160.

Sincerely,

ENGLAND THIMS & MILLER, INC.



Thomas B. Welch, P.E.  
Vice President

Attachments

cc: Betty Sue Stepp, St. Johns County w/ attachments  
Mary Ann Blount, St. Johns County w/ attachments  
Spencer Cummings, Pappas Metcalf w/ attachments  
Greg Barbour, The Parc Group w/ attachments  
File 98040.51015



**NOCATEE PARKWAY  
US 1 (PHILIPS HIGHWAY) INTERCHANGE**

Current Contract Amount (Period Ending June 30, 2010)	\$27,987,166.93
Direct Owner Purchases	\$4,337,529.52
<b>Total Current Contract Amount</b>	<b>\$32,324,696.45</b>
Utilizing the Percentage of Roadways in each County (below)	
<b>St. Johns County Allocation of Total Cost</b>	<b>\$27,584,317.47</b>
Duval County Allocation of Total Cost	\$4,740,378.98

**Length of Roadway within Project & Allocation by County**

Roadway Baseline Label	Roadway Baseline Beg. Sta.	County Line Stationing	Roadway Baseline End Sta.	St. Johns County Roadway Baseline Length	Duval County Roadway Baseline Length	Total Roadway Baseline Length
US 1	97376.12	103148.96	104240.11	5772.84	1091.15	6863.99
WBB	58923.46	n/a	59258.86	335.40		335.40
WB	51353.54	n/a	55116.62	3763.08		3763.08
WA	8815.20	n/a	13426.86	4611.66		4611.66
WD	29060.79	30930.00	33366.29	2436.29	1869.21	4305.50
WDD	73512.61	n/a	73866.54		353.93	353.93
NOC PKWY	22750.00	n/a	25116.62	2366.62		2366.62
<b>TOTAL</b>				<b>19285.89</b>	<b>3314.29</b>	<b>22600.18</b>
<b>% of TOTAL</b>				<b>85.34%</b>	<b>14.66%</b>	

**NOCATEE PARKWAY - DIRECT OWNER PURCHASES  
US 1 (PHILIPS HIGHWAY) INTERCHANGE**

<b>C.O.</b>	<b>Requisition</b>	<b>Payee</b>	<b>Amount</b>
4	826	CDS Manufacturing	\$71,775.00
4	827	Oldcastle Precast Inc.	\$34,358.00
4	828	Florida Concrete Pipe	\$155,261.80
5	860	Gerdau Ameristeel	\$18,310.94
5	861	Oldcastle Precast Inc.	\$4,416.00
5	866	CDS Manufacturing	\$122,633.79
7	904	Oldcastle Precast Inc.	\$10,129.00
7	905	Florida Concrete Pipe	\$7,193.28
7	906	CDS Manufacturing	\$96,778.53
7	907	Valmont Industries	\$156,420.00
7	908	Gerdau Ameristeel	\$135.63
8	931	Oldcastle Precast Inc.	\$5,142.00
8	932	CDS Manufacturing	\$257,608.80
9	997	CDS Manufacturing	\$387,449.72
9	998	Highway Systems Inc.	\$39,308.00
9	999	GE Lighting Systems, Inc.	\$23,715.00
9	1000	Florida Concrete Pipe	\$12,647.64
10	1046	CDS Manufacturing	\$249,842.34
10	1047	Oldcastle Precast Inc.	\$4,340.00
10	1048	Florida Concrete Pipe	\$188.00
10	1049	Highway Systems Inc.	\$15,792.00
10	1050	Gerdau Ameristeel	\$17,374.43
11	1099	CDS Manufacturing	\$179,101.19
11	1100	Florida Concrete Pipe	\$21,648.00
11	1101	Gerdau Ameristeel	\$34,179.07
12	1126	CDS Manufacturing	\$222,539.90
12	1127	Gerdau Ameristeel	\$68,585.56
14	1181	CDS Manufacturing	\$300,799.49
14	1182	Florida Concrete Pipe	\$3,662.96
14	1183	Gerdau Ameristeel	\$11,821.47
16	1228	CDS Manufacturing	\$231,430.34
16	1229	Florida Concrete Pipe	\$3,795.20
16	1243	Gerdau Ameristeel	\$68,678.57

**NOCATEE PARKWAY - DIRECT OWNER PURCHASES  
US 1 (PHILIPS HIGHWAY) INTERCHANGE**

<b>C.O.</b>	<b>Requisition</b>	<b>Payee</b>	<b>Amount</b>
17	1269	CDS Manufacturing	\$79,015.07
17	1270	Carolina High Mast	\$68,210.00
17	1271	Gerdau Ameristeel	\$25,444.03
18	1305	CDS Manufacturing	\$171,681.41
18	1306	Florida Concrete Pipe	\$8,271.20
18	1307	Gerdau Ameristeel	\$71,931.64
19	1369	CDS Manufacturing	\$126,698.96
20	1404	CDS Manufacturing	\$259,960.58
20	1405	Gerdau Ameristeel	\$20,550.68
21	1450	Florida Concrete Pipe	\$4,206.64
21	1451	Gerdau Ameristeel	\$98,423.06
21	1452	CDS Manufacturing	\$60,946.85
22	1484	Gerdau Ameristeel	\$53,579.24
24	1530	Gerdau Ameristeel	\$25,816.82
24	1545	Gerdau Ameristeel	\$2,139.78
25	1575	Florida Concrete Pipe	\$4,135.60
25	1576	Gerdau Ameristeel	\$37,287.59
26	1607	Gerdau Ameristeel	\$35,591.10
27	1643	Gerdau Ameristeel	\$63,935.57
28	1679	Gerdau Ameristeel	\$100,622.20
31	1764	CDS Manufacturing	\$99,425.62
33	1798	Gerdau Ameristeel	\$70,405.72
33	1799	Gerdau Ameristeel	\$12,188.51
<b>TOTAL</b>			<b>\$4,337,529.52</b>



REQUEST FOR PAYMENT

PROJECT: Nocatee Parkway - U.S. 1 Interchange; CONTRACTOR: Superior Construction Company; CONTRACT DATE: June 30, 2010; REQUEST NO.: 30; TYPE OF WORK: Roadway, Bridges, Drainage, Utilities

CONTRACTOR AMOUNT RECONCILIATION

Original Contract Amount: \$31,677,500.00

Change Orders - Description & Amount:

Table with 3 columns: Item #, Description, and Amount. Includes items like Demolish Existing Building, Clear Channel Trench, and various material purchases.

TOTAL CHANGE ORDERS: (\$3,690,333.07)

Adjusted Contract Amount: \$27,987,166.93

Summary table with columns a-g: Total Previous Requests, Work Complete This Month, Total Gross Earned, Retainage (10%), Net Earned, Less Amounts Paid, Total Net Due.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the Contract Documents...

Contractor:

By: [Signature] Date: 30-Jun-10; State of: Florida County of: Duval

Suscribed and sworn to before me this 30th day of June 2010 (year).

Notary Public: [Signature]

My commission expires



Certificate for Payment:

In accordance with the Contract documents, based on on-site observations and the data comprising the above application the Project Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the work has progressed as indicated...

Amount Certified: \$ 609,353.68

Senior Project Engineer

By: [Signature] Date: 7/9/10

This certification is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or the Contractor under this Contract.







LINE NUMBER	PAY ITEM	UM	PLAN QUANTITY	PREVIOUS QUANTITY	INCREASE QUANTITY	TOTAL QUANTITY	UNIT PRICE	AMOUNT PREVIOUS	AMOUNT CURRENT	AMOUNT TO DATE	% USED	TOTAL EXTENSION
	Nocate Parkway - U.S. 1 Interchange							\$28,816,112.23	\$711,549.53	\$29,727,661.75		\$31,677,500.00
												ORIGINAL CONTRACT
												CHANGE ORDER
								\$51,592.45	\$0.00	\$51,592.45	100.00%	\$51,592.45
CIO No. 1	Demolish Existing Building & Call Tower Foundation / Slabs	LS	1.00	1.00	0.00	1.00	\$51,592.45	\$51,592.45	\$0.00	\$51,592.45	100.00%	\$51,592.45
CIO No. 2	Clear Channel Trail & Credit for MSE Wall Finish	LS	1.00	1.00	0.00	1.00	\$67,069.27	\$67,069.27	\$0.00	\$67,069.27	100.00%	\$67,069.27
CIO No. 3	Credit For JEA Reuse Line	LS	1.00	1.00	0.00	1.00	(\$5,730.00)	(\$5,730.00)	\$0.00	(\$5,730.00)	100.00%	(\$5,730.00)
CIO No. 4	Credit TCDD Direct Purchase of Material: CDS, Old Castle, FCP	LS	1.00	1.00	0.00	1.00	(\$273,786.94)	(\$273,786.94)	\$0.00	(\$273,786.94)	100.00%	(\$273,786.94)
CIO No. 5	Credit TCDD Direct Purchase of Material: CDS, Old Castle, Gerdau, Broken Conc	LS	1.00	1.00	0.00	1.00	(\$178,119.07)	(\$178,119.07)	\$0.00	(\$178,119.07)	100.00%	(\$178,119.07)
CIO No. 6	Extension of 24" Reuse Line Under Ramp WB	LS	1.00	1.00	0.00	1.00	\$44,005.33	\$44,005.33	\$0.00	\$44,005.33	100.00%	\$44,005.33
CIO No. 7	Credit TCDD Direct Purchase of Material: CDS, Old Castle, Gerdau, Florida Conc	LS	1.00	1.00	0.00	1.00	(\$286,743.33)	(\$286,743.33)	\$0.00	(\$286,743.33)	100.00%	(\$286,743.33)
CIO No. 8	Credit TCDD Direct Purchase of Material: CDS & Florida Concrete Pipe	LS	1.00	1.00	0.00	1.00	(\$278,205.85)	(\$278,205.85)	\$0.00	(\$278,205.85)	100.00%	(\$278,205.85)
CIO No. 8 B	Relocation of Overhead Power Lines	LS	1.00	1.00	0.00	1.00	\$80,479.00	\$80,479.00	\$0.00	\$80,479.00	100.00%	\$80,479.00
CIO No. 9	Credit TCDD Direct Purchase of Material: CDS, Florida Concrete Pipe, Highway B	LS	1.00	1.00	0.00	1.00	(\$490,907.58)	(\$490,907.58)	\$0.00	(\$490,907.58)	100.00%	(\$490,907.58)
CIO No. 10	Credit TCDD Direct Purchase of Material: CDS, Florida Concrete Pipe, Highway B	LS	1.00	1.00	0.00	1.00	(\$231,016.62)	(\$231,016.62)	\$0.00	(\$231,016.62)	100.00%	(\$231,016.62)
CIO No. 11	Credit TCDD Direct Purchase of Material: CDS, Florida Concrete Pipe, Gerdau	LS	1.00	1.00	0.00	1.00	(\$248,023.85)	(\$248,023.85)	\$0.00	(\$248,023.85)	100.00%	(\$248,023.85)
CIO No. 12	Force Main, C-2D load rating; Credit TCDD Direct Purchase of Material: CDS, Ge	LS	1.00	1.00	0.00	1.00	(\$289,928.68)	(\$289,928.68)	\$0.00	(\$289,928.68)	100.00%	(\$289,928.68)
CIO No. 13	Additional asphalt drainage based on revised plans	LS	1.00	1.00	0.00	1.00	\$11,648.00	\$11,648.00	\$0.00	\$11,648.00	100.00%	\$11,648.00
CIO No. 14	Credit TCDD Direct Purchase of Material: Gerdau, Florida Concrete Pipe.	LS	1.00	1.00	0.00	1.00	(\$335,260.96)	(\$335,260.96)	\$0.00	(\$335,260.96)	100.00%	(\$335,260.96)
CIO No. 15	Additional Fittings: Reuse and Water Main Adjustments	LS	1.00	1.00	0.00	1.00	\$2,800.00	\$2,800.00	\$0.00	\$2,800.00	100.00%	\$2,800.00
CIO No. 16 A	Credit TCDD Direct Purchase of Material: CDS, Gerdau, Florida Concrete Pipe	LS	1.00	1.00	0.00	1.00	(\$322,138.35)	(\$322,138.35)	\$0.00	(\$322,138.35)	100.00%	(\$322,138.35)
CIO No. 16 B	Reuse Landscaping, Irrigation, and Reuse Discharge Station	LS	1.00	1.00	0.00	1.00	(\$975,000.00)	(\$975,000.00)	\$0.00	(\$975,000.00)	100.00%	(\$975,000.00)
CIO No. 16 C	Changes To Bridge Flyover Structures Scope of Work	LS	1.00	1.00	0.00	1.00	\$235,842.52	\$235,842.52	\$0.00	\$235,842.52	100.00%	\$235,842.52
CIO No. 16 D	Revised Drainage along US-1	LS	1.00	1.00	0.00	1.00	\$84,915.31	\$84,915.31	\$0.00	\$84,915.31	100.00%	\$84,915.31
CIO No. 16 E	Driverway to Call Tower Improvements	LS	1.00	0.85	0.00	0.85	\$27,063.10	\$23,003.64	\$0.00	\$23,003.64	85.00%	\$27,063.10
CIO No. 16 F	MOU Temporary Lane Construction	LS	1.00	1.00	0.00	1.00	\$176,677.68	\$176,677.68	\$0.00	\$176,677.68	100.00%	\$176,677.68
CIO No. 16 G	Recovery Work for Tropical Storm Fay	LS	1.00	1.00	0.00	1.00	\$135,077.38	\$135,077.38	\$0.00	\$135,077.38	100.00%	\$135,077.38
CIO No. 16 H	Misc. Additional Clearing	LS	1.00	1.00	0.00	1.00	\$4,140.00	\$4,140.00	\$0.00	\$4,140.00	100.00%	\$4,140.00
CIO No. 16 I	Credit TCDD Direct Purchase of Material: CDS, Gerdau, High Mast, Elimination P	LS	1.00	1.00	0.00	1.00	(\$287,283.56)	(\$287,283.56)	\$0.00	(\$287,283.56)	100.00%	(\$287,283.56)
CIO No. 18	Credit TCDD Direct Purchase of Material: CDS, Gerdau, Florida Concrete Pipe	LS	1.00	1.00	0.00	1.00	(\$262,991.05)	(\$262,991.05)	\$0.00	(\$262,991.05)	100.00%	(\$262,991.05)
CIO No. 18 A	Credit TCDD Direct Purchase of Material: CDS	LS	1.00	1.00	0.00	1.00	(\$134,300.89)	(\$134,300.89)	\$0.00	(\$134,300.89)	100.00%	(\$134,300.89)
CIO No. 19 B	Revised Irrigation and Landscape Plans	LS	1.00	0.15	0.20	0.35	\$38,171.00	\$38,171.00	\$52,228.00	\$90,399.00	35.00%	\$26,140.00
CIO No. 19 C	Additional Fabrication at CA and CB	LS	1.00	1.00	0.00	1.00	\$74,887.00	\$74,887.00	\$0.00	\$74,887.00	100.00%	\$74,887.00
CIO No. 20	Credit TCDD Direct Purchase of Material: CDS, Gerdau	LS	1.00	1.00	0.00	1.00	(\$291,341.93)	(\$291,341.93)	\$0.00	(\$291,341.93)	100.00%	(\$291,341.93)
CIO No. 21A	Credit TCDD Direct Purchase of Material: CDS, Gerdau, Florida Concrete Pipe	LS	1.00	1.00	0.00	1.00	(\$173,391.14)	(\$173,391.14)	\$0.00	(\$173,391.14)	100.00%	(\$173,391.14)
CIO No. 21B	Revised Seeding and Seed/Mulch Areas	LS	1.00	1.00	0.00	1.00	\$373,474.76	\$373,474.76	\$0.00	\$373,474.76	100.00%	\$373,474.76
CIO No. 22A	Credit TCDD Direct Purchase of Material: Gerdau	LS	1.00	1.00	0.00	1.00	(\$56,793.99)	(\$56,793.99)	\$0.00	(\$56,793.99)	100.00%	(\$56,793.99)
CIO No. 22B	Added Temporary and Permanent Drainage Systems Along US-1 and Pond 2D	LS	1.00	1.00	0.00	1.00	\$39,226.78	\$39,226.78	\$0.00	\$39,226.78	100.00%	\$39,226.78
CIO No. 22C	20" reuse main adjustments	LS	1.00	1.00	0.00	1.00	\$22,212.00	\$22,212.00	\$0.00	\$22,212.00	100.00%	\$22,212.00
CIO No. 23	Adjust Water and Reuse Utility Mains	LS	1.00	1.00	0.00	1.00	\$27,823.00	\$27,823.00	\$0.00	\$27,823.00	100.00%	\$27,823.00
CIO No. 24 A	Credit TCDD Direct Purchase of Material: Gerdau	LS	1.00	1.00	0.00	1.00	(\$29,634.00)	(\$29,634.00)	\$0.00	(\$29,634.00)	100.00%	(\$29,634.00)
CIO No. 24 B	Place Fill Between Pond 2F and Ramp WD	LS	1.00	1.00	0.00	1.00	\$18,833.42	\$18,833.42	\$0.00	\$18,833.42	100.00%	\$18,833.42
CIO No. 25 A	Credit TCDD Direct Purchase of Material: Gerdau, Florida Concrete Pipe	LS	1.00	1.00	0.00	1.00	(\$43,907.95)	(\$43,907.95)	\$0.00	(\$43,907.95)	100.00%	(\$43,907.95)
CIO No. 25 B	Additional Fabrication and Ditch Work / Revised Sump and C-B	LS	1.00	1.00	0.00	1.00	\$35,127.13	\$35,127.13	\$0.00	\$35,127.13	100.00%	\$35,127.13
CIO No. 25A	Credit TCDD Direct Purchase of Material: Gerdau	LS	1.00	1.00	0.00	1.00	(\$37,726.57)	(\$37,726.57)	\$0.00	(\$37,726.57)	100.00%	(\$37,726.57)
CIO No. 26B	Plan Revision No 9 - Improvements to US-1 & Signalization	LS	1.00	0.00	0.00	0.00	\$174,795.20	\$0.00	\$0.00	\$0.00	0.00%	\$174,795.20
CIO No. 26C	Additional Drainage at Partner of Pond 2D	LS	1.00	1.00	0.00	1.00	\$13,700.94	\$13,700.94	\$0.00	\$13,700.94	100.00%	\$13,700.94
CIO No. 26D	Deletion of Underdrain Type 1	LS	1.00	1.00	0.00	1.00	(\$75,000.00)	(\$75,000.00)	\$0.00	(\$75,000.00)	100.00%	(\$75,000.00)
CIO No. 27	Credit TCDD Direct Purchase of Material: Gerdau.	LS	1.00	1.00	0.00	1.00	(\$67,771.70)	(\$67,771.70)	\$0.00	(\$67,771.70)	100.00%	(\$67,771.70)
CIO No. 28	Credit TCDD Direct Purchase of Material: Gerdau.	LS	1.00	1.00	0.00	1.00	(\$106,659.53)	(\$106,659.53)	\$0.00	(\$106,659.53)	100.00%	(\$106,659.53)
CIO No. 29	Water main tie-in at project connection	LS	1.00	1.00	0.00	1.00	\$8,682.00	\$8,682.00	\$0.00	\$8,682.00	100.00%	\$8,682.00
CIO No. 30	Reinforcing Blast Modification in Sign Foundation No 30B; Additional Pavement M	LS	1.00	1.00	0.00	1.00	\$1,927.00	\$1,927.00	\$0.00	\$1,927.00	100.00%	\$1,927.00
CIO No. 31 A	Credit TCDD Direct Purchase of Material: CDS.	LS	1.00	1.00	0.00	1.00	(\$105,391.15)	(\$105,391.15)	\$0.00	(\$105,391.15)	100.00%	(\$105,391.15)
CIO No. 31 B	Deletion of Type A Fence & Gates Contingency Item	LS	1.00	1.00	0.00	1.00	(\$40,000.00)	(\$40,000.00)	\$0.00	(\$40,000.00)	100.00%	(\$40,000.00)
CIO No. 31 C	Additional Fabrication per revision 11	LS	1.00	0.35	0.00	0.35	\$62,373.34	\$18,330.67	\$0.00	\$18,330.67	35.00%	\$52,373.34
CIO No. 31 D	Credit for Alternate Irrigation Pumps	LS	1.00	0.50	0.50	1.00	(\$10,206.00)	(\$5,103.00)	(\$5,103.00)	(\$10,206.00)	100.00%	(\$10,206.00)
CIO No. 32	Allowance Adjustment for Electrical Service for Two Irrigation Pumps	LS	1.00	0.00	1.00	1.00	\$5,935.00	\$0.00	\$5,935.00	\$0.00	100.00%	\$5,935.00
CIO No. 33 A	Credit TCDD Direct Purchase of Material: Gerdau.	LS	1.00	0.00	1.00	1.00	(\$87,549.88)	\$0.00	(\$87,549.88)	(\$87,549.88)	100.00%	(\$87,549.88)
CIO No. 33 B	Additional Required Regulatory and Advisory Signs	LS	1.00	0.00	0.00	0.00	\$4,800.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,800.00
								(\$4,043,311.52)	(\$34,489.88)	(\$4,077,801.40)		(\$3,607,613.18)
								\$24,972,800.71	\$677,059.65	\$25,649,860.36		\$28,069,886.82
												CHANGE ORDER



**EXHIBIT C**  
**[ROAD IMPACT FEE CREDIT CALCULATION FOR RACETRACK ROAD]**

Impact Fee Credits due to TOLOMATO for the portion of the Racetrack Right-of-Way and Racetrack Improvements located within St. Johns County are calculated as follows:

Value of Racetrack Right-of-Way

Total value of Racetrack Right-of-Way within St. Johns County	
47.94 acres @ \$31,289.11 per acre	\$ 1,500,000.00
Less: value of Racetrack Road Exchange Property	
12.22 acres @ \$31,289.11 per acre	<u>\$ (382,352.92)</u>
 Impact fee credits due for right-of-way	 \$1,117,647.08

Value of Racetrack Improvements

Cost of Nocatee Parkway (a/k/a Racetrack Road) per cost schedule prepared by England Thims & Miller, Inc. on 8/10/10	 <u>\$27,584,317.47</u>
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<b>TOTAL IMPACT FEE CREDITS DUE</b>	<b>\$28,701,964.55</b>
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**EXHIBIT D**

**[ST. JOHNS COUNTY IMPACT FEE VOUCHER]**

**Tolomato Community Development District**

Voucher No. \_\_\_\_\_

1. Name and Address of Grantor: Tolomato Community Development District  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: James A. Perry
  
2. Name and Address of Grantee: \_\_\_\_\_
  
3. Legal Description of Subject Property: **See Exhibit A attached hereto.**
  
4. Subdivision or Master Development Plan Name: \_\_\_\_\_

The undersigned confirms that it has received from \_\_\_\_\_  
on \_\_\_\_\_, 20\_\_\_\_, funds sufficient for the following impact fees required under the  
applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Grantor gives  
notice to St. Johns County, Florida, that the following sums should be deducted from the applicable  
Road Impact Fee Credit Account of the Tolomato Community Development District.

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

**Tolomato Community Development District**

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

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

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